

Gig Harbor City Council Meeting

**February 11, 2008
6:00 p.m.**



**AMENDED AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
February 11, 2008 - 6:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of January 28, 2008.
2. Receive and File: a) Building and Fire Division's December and January Activity Report; b) Finance and Safety Committee Meeting Minutes; c) Operations and Public Projects Committee Meeting Minutes;
3. Correspondence / Proclamations: a) Letters of appreciation for the sidewalk on 45th Street; b) Toastmasters' Week.
4. Engineering Technician – Above Mid-range Hire.
5. Public Works Director – Above Mid-range Hire.
6. Department of Licensing – Extension of Business License Contract.
7. Copier Maintenance Agreements.
8. Wastewater Treatment Plant On-Call Engineering Services – Consultant Services Contract.
9. Inspection Services Consultant Services Contract – Inspectus, Inc.
10. SR-16 Interchange Project Consultant Services Contract – Lovell & Assoc.
11. Sanitary Sewer Facilities Easement and Maintenance Agreement – Safeway Pump Station.
12. Right-of-Way Easement Agreement for Mallards Landing Lot 4 Project/Wagner Way Traffic Signal.
13. Approval of Payment of Bills for February 11, 2008:
Checks #56706 through #56811 in the amount of \$546,675.40.
14. Approval of Payment of Payroll for January:
Checks #4979 through #5016 and direct deposits in the amount of \$322,866.62.

PRESENTATION OF PROCLAMATION: Toastmasters' Week February 11th – 15th.
David Paul, Peninsula Toastmasters.

SPECIAL PRESENTATION:

Pierce County Dept. of Emergency Management – All Hazard Mitigation Plan.

OLD BUSINESS:

1. Second Reading of Ordinance - Non-conforming Multi-family Dwellings.

NEW BUSINESS:

1. Purchase and Sale Agreement – Rohwer Property.
2. Environmental Assessment - Rohwer Property.
3. Property Appraisal – Rohwer Property.

4. 50th Street Improvement Project Conceptual Layout Presentation.
5. Resolution - Support Green Building and PC Master Builders Built Green Program.
6. Zoo / Trek Authority Board Official Ballot.
7. Labor and Personnel Legal Services Agreement – Ogden, Murphy, Wallace.
8. Labor and Personnel Legal Services Agreement – Summit Law Group.

STAFF REPORT:

- Dick Bower, Building and Fire Safety Manager.
- . All Hazard Mitigation Plan
 - . MBP.com Update.

PUBLIC COMMENT:

MAYOR’S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Operations & Public Projects Committee – Thursday, Feb. 21st at 3:00

EXECUTIVE SESSION: For the purpose of discussion potential litigation per RCW 42.30.110 (1)(i)

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF JANUARY 28, 2008

PRESENT: Councilmembers Young, Franich, Malich, Conan, Kadzik and Mayor Hunter. Councilmembers Ekberg and Payne were absent.

CALL TO ORDER: 6:02 p.m.

PLEDGE OF ALLEGIANCE:

SWEARING IN CEREMONY:

Chief Mike Davis introduced the department's newest Officer, Joseph Hicks and gave a brief overview of Officer Hick's background. Mayor Hunter performed the Swearing In Ceremony.

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of January 14, 2008.
2. Council Committee Reports: Intergovernmental Affairs Committee Meeting – January 14, 2008.
3. Correspondence / Proclamations: a) "Pierce County Reads"; b) National Mentoring Month
4. Resolution – Sole Source Marine Services.
5. Resolution – Surplus Equipment.
6. Resolution – Formation of a Skansie Brothers Park Ad Hoc Committee.
7. Aeration Basin Modifications – Bid Award.
8. Hotel/Motel 2008 Contracts.
9. Lodging Tax Advisory Committee – 2008 Members.
10. Phase II Environmental Assessment of Donkey Creek Triangle Property – Robinson, Noble & Saltbush.
11. Austin Estuary Landscape Design Contract.
12. On-Shore Sewer Outfall Project Consultant Services Contract.
13. Liquor License Renewals: El Pueblito; Albertson's; Hy lu Hee Hee; Olympic Drive Mart.
14. Approval of Payment of Bills for Jan. 28, 2008:
Checks #56530 through #56705 in the amount of \$880,612.54.

MOTION: Move to adopt the Consent Agenda as Presented.
Franich / Malich – unanimously approved.

PRESENTATION OF PROCLAMATIONS:

Mayor Hunter invited Lynn Zeiher, representing Peninsula Library, to come forward and say a few words about the "Pierce County Reads" program. Ms. Zeiher presented Mayor Hunter with a framed proclamation of "Pierce County Reads" month and buttons for Councilmembers and staff. Mayor Hunter then presented Ms. Zeiher with the city's signed proclamation and thanked her for her participation in this worthwhile effort.

Mayor Hunter then introduced Doug Baxter, Pierce County Programmer for Big Brothers and Big Sisters of Puget Sound and chair of the Pierce County Mentoring Partnership, who presented information on the importance of mentoring. Mayor Hunter presented Mr. Baxter with the city's proclamation for National Mentoring Month.

Rob Karlinsey, City Administrator, introduced Jeff Taraday, new partner of Carol Morris, the City Attorney. He explained that Mr. Taraday would be here in Carol's absence and also would be working on special projects.

Mr. Taraday gave a brief overview of his background before joining forces with Carol.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Appointment of Second Mayor Pro Tem. Mayor Hunter explained that both he and Mayor Pro Tem Paul Conan would be absent at the next meeting. This results in the need to appoint a second Mayor Pro Tem.

MOTION: Move to nominate Derek Young as second Mayor Pro Tem.
Kadzik / Conan – unanimously approved.

2. Resolution – Revising the City's Water Service Area. Jeff Langhelm, Senior Project Engineer presented the background on this request to revise the city's water service area to include property on Hunt Street. This request is due to a boundary line adjustment that consolidated three parcels; one of which was already in the city's service area. He addressed questions regarding capacity and existing infrastructure.

MOTION: Move to adopt Resolution No. 740.
Kadzik / Conan – unanimously approved.

3. Public Bid Opening and Award – Surplus City Property. David Brereton explained that this is a public bid opening for approximately 5700 s.f. of surplus property off Soundview Drive. The property was advertised with a minimum bid requirement of \$50,000. He said that two bids were received, but one bidder withdrew the document prior to this meeting, leaving one remaining bid to open.

Mayor Hunter opened the one, sealed bid and read the content. The bidder is Bergen Richards LLC, with a bid of \$61,001.00.

MOTION: Move to accept the bid from Bergen Richards LLC in the amount of \$61,001.00.
Kadzik / Young – unanimously approved.

4. Planning Commission's recommendation on draft amendments related to underground structures. Jennifer Kester, Senior Planner, first presented background

information on this recommendation related to underground structures. She said that the Planning Commission is recommending draft definitions for “attic” and “underground floor area” and a draft amendment to the definition of “gross floor area” in certain zones. They also recommend that gross floor area, building size, underground structures and parking in the waterfront zones be included in the View Basin Sub Area Plan to gain public input. Ms. Kester explained that if Council supports the draft amendments and proposed direction, the Planning Commission will hold public hearings during the second quarter of 2008 and have recommendations back to Council in July.

Councilmember Kadzik and Young were very complimentary of the work on this difficult problem.

Councilmember Franich asked for further clarification on the definition of attic space. Ms. Kester described how they arrived at a definition that would be more consistent with building code definitions.

Councilmember Franich voiced concern that it would be difficult to monitor what is going on in those spaces.

MOTION: Move to direct the Planning Commission to hold a public hearing on the draft amendments during the second quarter of 2008.
Conan / Kadzik – unanimously approved.

5. Public Hearing and First Reading of Ordinance – Increasing Water General Facility Charges. David Rodenbach, Finance Director, clarified that the date of adoption and the hook up fees would be corrected before the second reading. He then introduced Ashley Emery, Peninsula Financial Consulting, to present information on the calculations to increase General Facilities Charges for water, sewer and stormwater.

Mr. Emery explained that General Facilities Charges would only be paid by new customers connecting to water, sewer or stormwater systems. He said that the proposed increase in fees will help to keep existing customer rates lower and will help to pay for new facilities to serve growth. He stressed that the GFCs that are being proposed are consistent with applicable State laws, case law, and standard industry practice.

Mr. Emery described how the fees were calculated based in part on the original cost of existing facilities and planned capital improvement costs. He said that based on the analysis, an increase in GFCs will have a significant impact on customer rates for the next five years. He further explained that the proposed fees are the maximum range allowable. If Council chooses to adopt a lower range it will be necessary to increase existing customer rates. In addition, the city would be subsidizing growth.

Mr. Emery pointed out that \$16,000 for both water and sewer connection is competitive compared to the alternative of drilling a well and installing septic in this environmentally sensitive area. He added that new customers are buying into existing infrastructure at

its original cost, and the future facilities component is an important way to elevate the representative cost of serving a customer. He made a final point that the proposed range is consistent with the policy for growth to pay for growth.

Mr. Emery addressed questions on the stormwater component of the GFCs by explaining that there are several components of a system that have to be maintained. He pointed out that these fees are not typically for on-site mitigation, but for the public streets. Mr. Emery then addressed the move away from “sewer zones.” He said that there are no active ULIDs which lessen the concern that someone would have to pay two fees. The elimination of zones would cut down on administrative costs.

Councilmember Malich asked for clarification on the fees and Mr. Emery explained that the GFCs are the cost to join the system and have nothing to do with the actual hook-up fees. He further explained that the calculations can't be easily compared to other jurisdictions because our existing and planned facilities are unique.

Councilmember Franich asked where the Stormwater GFCs would be spent. Mr. Emery responded that the intent is to install new or replace existing capital facilities and are not intended for daily maintenance.

Mr. Emery then addressed questions on the spreadsheet that shows the allocation of equipment to different capital improvements. He said that a policy decision was made to only include vehicles of a certain age in the calculations. He said that other assets were allocated at one of three percentages: zero, one hundred percent or thirty-five percent admitting that there is some subjectivity in the allocation. He explained that any future components will be analyzed to determine whether it is regulatory or repair of existing facilities, or if it is driven by growth. That will determine if it is charged to new customers only or divided among all users. He briefly discussed the sewer outfall and treatment plant expansion and how this has been calculated.

Mr. Emery was asked to address the different rates for ERUs in water, sewer and stormwater. He explained that one, there are different service areas. Two, maximum flow was used for the sewer calculation to address inflow not generated by the customers.

Mayor Hunter opened the public hearing on increasing the Water General Facility Charges at 7:09 p.m. No one came forward to speak, and so he closed this hearing and opened the hearing on increasing the Sewer General Facility Charges.

John Alexander – Master Builders Association of Pierce County. Mr. Alexander said there is an outcry that last year the city increased impact fees, and now this would increase the cost to a new homeowner at least \$10,000. He said that the increase is significant enough to determine whether a project goes or not, adding that the current market trend isn't conducive to people buying a new home in Gig Harbor. He said that the city has to get the treatment plant up and running which costs money, but they are concerned that the city isn't pursuing other funding sources. Other than the ten million

dollar loan for Phase I, all other costs will be paid through GFCs. He said that Master Builders would be available as a resource to discuss other funding sources.

Councilmember Young responded that the city is willing to listen to any options to reduce costs, but there aren't many funding sources available. Costs are increasing beyond revenue sources, and there are limited ways to raise funds. Grants programs are non-existent on the state level.

Mayor Hunter commented that the economics have to work for the city as well as the developer. There has been so much development in such a short period that the infrastructure hasn't kept up. If there are grants, adjustments will be made.

Councilmember Kadzik said that he understands the concern of relying solely on GFCs. He asked Mr. Alexander if he has concerns with the way the fees have been calculated.

Mr. Alexander voiced concern that the maximum amount in the range is being recommended for approval.

Ashley Emery said that the maximum supportable GFCs is fair and reasonable based on the methodology calculated in the State of Washington. It's true that the city could adopt a lower GFC, but every dollar reduction will be translated to a monthly rate increase for existing customers. The GFC revenue will not pay for the current capital project needs, but is calculated to cover the fair share over a ten to fifteen year period. He added that an \$8000 GFC fee is middle of the road for communities going through a major treatment plant expansion. The water GFC is a little higher, but not unusual. Stormwater GFCs are fairly new and therefore hard to compare.

Councilmember Malich asked about other alternatives for funding. Mr. Emery said that utilities are enterprise funds that are supposed to be self-supporting, adding that you can transfer money in from the General Fund. He explained that the water, sewer and storm utilities have different customers and so the fairest way possible is that each is self-supporting. The other source of funding would be grant funds, and Gig Harbor is not at the top of the list.

John Alexander said that he would argue that the city should study this further in order to choose a more customized solution. He said that there are other funding sources that can be political and so he would discuss them later. He then asked Mr. Emery for the RCWs that were referenced.

Mayor Hunter said that we are working on grants and said that he would look at any optional funding sources. He closed the public hearing on the increase to Sewer General Facility Charges at 7:23 p.m. and opened the hearing on increasing the Stormwater General Facility Charges.

Mike Paul – 3720 Horsehead Bay. Mr. Paul said he is a lifelong resident of Gig Harbor. He said that as a building/developer, he is in favor of fees to pay for infrastructure, but

the point made that we are not comparable to Port Orchard, Bremerton or Tacoma is not correct. He said our children and grandchildren are going to leave Gig Harbor because they won't be able to afford to live here. We have to find other revenue streams to try and reduce these costs. He then said that when he does a development he is required to contain all stormwater runoff within the site and so he doesn't understand the \$1300 fee. He said he wants his kids to stay here, he doesn't have the answers, but hopes that together we can find solutions.

Councilmember Young asked him the going rate to install a septic. Mr. Paul responded that it's hard to quantify, but his least expensive septic is around \$4500 and his most expensive is around \$11,000.

No one else came forward to speak and Mayor Hunter closed the public hearing at 7:25 p.m.

Ashley Emery addressed the comment on stormwater. He explained that the charge is for the downtown core.

Councilmember Franich stressed that the capital list for stormwater is for future projects. He said that he is against the stormwater GFCs as this has been done through the budgeting process and future projects are being built through a different funding mechanism. This is a new fund that will free up money in the General Fund.

Mr. Rodenbach explained that the city has a stormwater utility and a new stormwater capital fund which has zero funding for 2008. He said that even with the recent 5% increase in rates, operations are barely funded. He further explained that the imposition of NPDES Phase II requirements is driving the need for the 6.3 million dollars in improvements. This money has to come from either rates or from GFCs.

Mr. Emery explained stormwater billing is based on utility billings and impervious surface units. It is only core city customers. David Rodenbach said that it should be every developed parcel in the city.

Mayor Hunter said that these three ordinances will return for a second reading on February 25th.

6. Public Hearing and First Reading of Ordinance – Increasing Sewer General Facility Charges. This was discussed during the previous agenda item.

7. Public Hearing and First Reading of Ordinance – Increasing Stormwater General Facility Charges. This was discussed during the previous agenda item.

8. First Reading of Ordinance - Non-conforming Multi-family Dwellings. Tom Dolan, Planning Director gave a brief introduction to this interim ordinance that would allow

non-conforming residential structures in R-2 districts to rebuild if they are destroyed by natural causes. The concern expressed by the property owners is the difficulty in obtaining homeowners insurance and mortgages because non-conforming and if totally destroyed, they wouldn't be able to rebuild with the same footprint and height. He said that this is an interim ordinance to address the concern until the Planning Commission can consider this and bring back a final recommendation in July.

Councilmember Kadzik commented that the ordinance is unclear, specifically Sections 17.68.035 C and 17.68.040 B which appear to require that the structure be rebuilt to current code rather than allowing it to be rebuilt to its former non-conformity. Mr. Dolan said that he would talk with the City Attorney to find language to further clarify the intent.

George Pollitt – 2808 Harborview Drive (B). Mr. Pollitt said that he purchased a condominium in 2006 and the disclosure statement indicated that the structure could be destroyed and rebuilt. A neighbor pointed out that this may not be true, and so he researched this with the Planning Department. He discovered that through code changes the building was legally non-conforming and couldn't be rebuilt if damaged over 50%. If this occurs, the property owner will still be liable to pay the mortgage but cannot use the condominium structure insurance proceeds to rebuild. He commented that he doesn't believe that this change has any fiscal impact to the city, but it does show good will. Mr. Proffitt said that this ordinance would allow someone to apply for a mortgage or a reverse mortgage. He then thanked staff and Council for bringing this ordinance forward for consideration.

Councilmember Conan said he is glad to see this move forward and hopes it passes without any problems.

9. First Reading of Ordinance – Junk Vehicles. Rob Karlinsey explained that when the city recently received a citizen's complaint, staff referred to the city's current code on junk vehicles we discovered that it hadn't been updated to reflect changes in the RCWs. This proposed ordinance will adopt a new ordinance more in harmony with state statutes. He presented a brief summary of the ordinance and pointed out a couple of minor errors that need to be corrected.

Councilmember Malich asked about a provision for when someone working on an old car.

Councilmember Kadzik responded that the Planning / Building Committee spent quite a bit of time on this ordinance. He said that this issue came up more than once and is addressed under the exemptions section. It would require that the vehicle be in a garage or in a fenced yard. It was pointed out that the fenced provision only applies to a licensed vehicle dismantler or dealer.

Councilmember Franich said that he believes in the intent to discourage the accumulation of true junk vehicles, but he has a 2005 Cadillac that fits the definition of junk vehicle according to this ordinance, which is ridiculous. He said that these

definitions are too broad, there needs to be exemptions for someone working on a vehicle as well as a provision for a parts car to rebuild another. He said a person should have the right to at least two vehicles that meet the criteria of expired tabs, flat tires, and broken glass if it can be demonstrated that these vehicles have value for parts for a restoration project. Car restoration is a hobby that should be allowed.

Councilmember Young said that these vehicles impact the neighbors and you should be able to contain your hobby so that you don't impact others. He suggested that perhaps there should be a time limit on how long a vehicle that meets these criteria can stay.

After further discussion, Councilmember Malich recommended that this return to committee for further consideration. It was decided that this be noticed as a City Council Workstudy Session so that other members of Council can attend and provide input. The date was set for Monday, March 3rd in place of the regular Planning / Building Committee meeting.

Mr. Karlinsey was asked to provide Councilmember Franich with documentation from other jurisdictions that was used to develop the draft ordinance.

STAFF REPORT:

David Rodenbach, Finance Director – Quarterly Report. Mr. Rodenbach commented that the Hotel / Motel Tax Fund had a banner year, and the other funds came in as expected. He offered to answer questions.

Rob Karlinsey announced that there would be no Council Retreat in February. He said he would prepare a schedule of important items to be addressed during the year for Council to review and that he would like to schedule a half-day Council retreat for Friday, July 11th. He asked Councilmembers to check their calendars and get back to him if this date would work.

PUBLIC COMMENT: None.

MAYOR'S REPORT / COUNCIL COMMENTS:

Councilmember Young praised Jennifer Kester for her presentation in Olympia on the city's outdoor lighting standards. Representative Lantz based a bill on these somewhat revolutionary standards and asked that someone come and answer questions. Representative Lantz really appreciated the effort by Ms. Kester and the job she did presenting the information.

ANNOUNCEMENT OF OTHER MEETINGS:

1. GH North Traffic Options Committee February meeting cancelled.
2. Intergovernmental Affairs Committee February 11th is CANCELLED.
3. Special City Council Joint Worksession with Lodging Tax Advisory Board – Monday, February 4th CANCELLED.

4. Tuesday, February 19th from 4:00 p.m. – 6:00 p.m. Open House for David Brereton recognizing his 30 years of service to the City of Gig Harbor.

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

MOTION: Move to adjourn to Executive Session at 8:11 p.m. to discuss potential litigation and property acquisition for approximately 40 minutes.

Kadzik / Conan – unanimously approved.

MOTION: Move to return to regular session at 8:53 p.m.

Franich / Kadzik – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 8:53 p.m.

Franich / Conan – unanimously approved.

CD recorder utilized:
Disk #1 Tracks 1 - 22
Disk #2 Tracks 1 - 16

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

City of Gig Harbor
Community Development Dept.
3510 Grandview St.
Gig Harbor, WA 98335

Memo

To: Mayor Hunter and City Council Members
From: Dick J. Bower, CBO – Building/Fire Safety Director
CC: Rob Karlinsey
Date: 2/4/2008
Re: Building and Fire Safety Activity Report for the month of December, 2007

The following report is being provided in an effort to keep you informed of the myriad activities of the building and fire safety department over the past month. If you have any questions please give me a call, e-mail or visit and I'll get you the answers.

Departmental Activities:

During the period building and fire safety staff took part in the following activities:

- Staff attended various MyBuildingPermit.Com committee meetings to help integrate us into MBP programs
- Conducted a joint site visit and tour of hospital project with reps from the WA Dept. of Health
- Provided a benchmarking tour/demonstration of City building permit processes for WA DOH reps
- Participated in Governors statewide Public Safety Communications Summit
- Lead monthly regional emergency management workgroup meeting
- Participated in public meeting on local natural hazard mitigation plans with PC DEM
- Attended Gig Harbor North Traffic Options Meeting
- Participated in 2 meetings on code enforcement actions
- Provided review comments to planning/engineering on 14 projects under their review
- Performed 14 permit by appointment reviews
- Participated in 2 pre-application conferences
- Attended 1 application intake appointment
- Conducted 2 project coordination meetings with applicants
- Met with other departments staff coordinating MBP implementation across development services depts.
- Participated in Planning Commission meeting on underground buildings

New Permit Applications

New Commercial - 2

New Residential - 2

Remodel / Tenant Improvement - 4

Other (Includes plumbing, mechanical, fire system, fuel gas, etc.) - 34

Total - 41

Total valuation - \$ 1,674,050.00

Fee revenues - \$ 11,499.49

Large Projects Reviewed and Awaiting Revisions:

- Gig Harbor Senior Estates
- Madison Shores Marina
- Madison Shores upland development
- St. Anthony's fire alarm
- Northwood Medical Office Building
- Mallards Landing buildings 2C, 7A, 7B, 7C, 7D, 7E, 7F

Major Plan Reviews Completed:

St. Anthony's fire system permits
Galaxy Theater revisions

Permits Issued:

Commercial –

Residential -

Remodel/TI - 5

Other - 27

Total Issued -

Total Valuation - \$ 462,980.00

Fee Revenues - \$ 11,852.50

Inspections:

The following inspections were performed:

Periodic inspections - 203

Final Inspections - 22

Certificate of Occupancy - 7

Total - 232

Enforcement:

The following enforcement actions were taken:

Investigations - 1

Stop work orders issued - 1

Citations issued -

Civil NOV's issued -

Total - 2

Fire Inspection Referral /Refusal Follow-ups:

Business License Inspections:

Training:

- Staff continued OJT for new inspectors
- Staff attended defensive driving training
- Attended emergency management exercise design training

City of Gig Harbor
Community Development Dept.
3510 Grandview St.
Gig Harbor, WA 98335

Memo

To: Mayor Hunter and City Council Members
From: Dick J. Bower, CBO – Building/Fire Safety Director
CC: Rob Karlinsey
Date: 2/4/2008
Re: Building and Fire Safety Activity Report for the month of January, 2008

The following report is being provided in an effort to keep you informed of the myriad activities of the building and fire safety department over the past month. If you have any questions please give me a call, e-mail or visit and I'll get you the answers.

Departmental Activities:

During the period building and fire safety staff took part in the following activities:

- Staff attended various MyBuildingPermit.Com committee meetings to continue integrating us into MBP programs
- Participated in meetings on code enforcement process and procedures
- Investigated customer complaint on plumbing work done under 3 year old permit
- Provided comments to planning and engineering on 5 applications under review
- Attended all-staff meeting
- Conducted marina stakeholders meeting on changes to marina fire safety regulations under 2006 fire code
- Participated in pre-construction meeting for St. Anthony's Medical Office Building
- Held a project review meeting with applicants for Madison Shores projects.
- Attended International Code Council chapter meeting
- Participated in code enforcement meeting sponsored by DOE on P.I.C.T. program
- Attended intake appointment for YMCA parking lot expansion
- Participated in pre-ap for CenturyTel generator project
- Participated in WABO executive board meeting
- Attended WABO winter legislative meeting
- Participated in meeting with planning and engineering staff related to annexation requests
- Met with Uptown representatives to discuss permit-by-appointment program
- Met with Multicare representatives to finalize fire code permits for the Pt. Fosdick MOB
- Participated in code development meeting with state fire marshals association
- Attended earthquake drill planning meeting with PCDEM and local jurisdiction representatives
- Participated in multi-hazard emergency management roundtable at UW
- Met with consultant on permit coordinator roles and responsibilities
- Participated in teleconference on statewide emergency management compact legislation
- Investigated fire which destroyed abandoned house on Ringold St.
- Hosted and instructed ICS/NIMS training attended by representatives of PCDEM, Town of Milton, City of Gig Harbor, and Pasado's Safe Haven animal rescue organization.
- Conducted public kick-off activities for City's MyBuildingPermit.com membership

New Permit Applications

New Commercial - 0
New Residential - 1
Remodel / Tenant Improvement - 6
Other (Includes plumbing, mechanical, fire system, fuel gas, etc.) - 58

Total - 41

Total valuation - \$ 1,979,811.00
Fee revenues - \$ 15,400.10

Large Projects Reviewed and Awaiting Revisions:

- Town Plaza (Reikow)
- Madison Shores Marina
- Madison Shores upland development
- St. Anthony's Hospital fire alarm system
- Northwood Medical Office Building
- Mallard's Landing Buildings 7A-7F

Major Plan Reviews Completed:

Mallard's Landing buildings 3, 2B, 2C
Harbor Hill building E/F
Uptown Bldg. 13,14,15 (Galaxy Theater) revisions
Gig Harbor Senior Estates

Permits Issued:

Commercial – 3
Residential - 2
Remodel/TI - 10
Other - 49

Total Issued - 64

Total Valuation - \$ 14,351,805.00
Fee Revenues - \$ 94,258.79

Inspections:

The following inspections were performed:

Periodic inspections - 200
Final Inspections - 10
Certificate of Occupancy - 5

Total - 215

Enforcement:

The following enforcement actions were taken:

Investigations - 2
Stop work orders issued - 1
Citations issued -
Civil NOV's issued -

Total - 2

Fire Inspection Referral /Refusal Follow-ups:

5

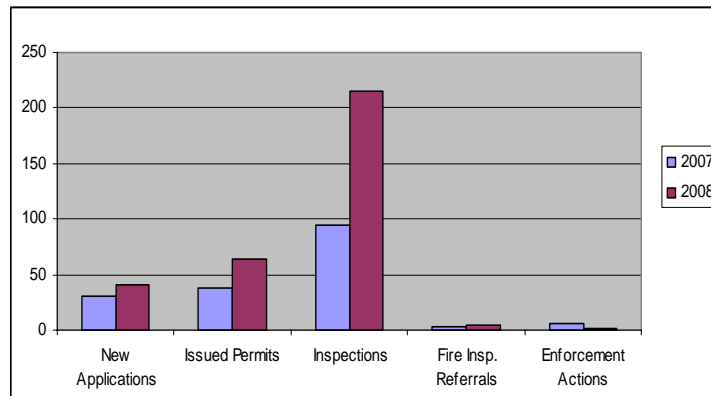
Business License Inspections:

Training:

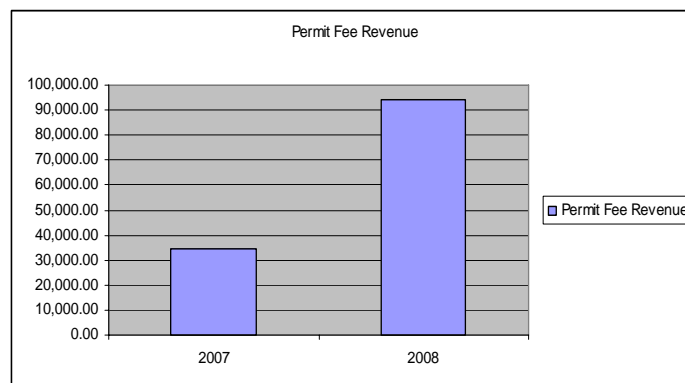
- Staff continued OJT for new inspectors

- Attended training on building envelope/ASTM D226 requirements
- Attended mechanical code seminar
- New staff attended ICS/NIMS training

	2007	2008
New Applications	31	41
Issued Permits	38	64
Inspections	94	215
Fire Insp. Referrals	3	5
Enforcement Actions	6	2
Permit Fee Revenues	34,414.00	94,258.79



	2007	2008
Permit Fee Revenue	\$34,414.00	\$94,258.79



**CITY OF GIG HARBOR
COMMITTEE OUTLINE MINUTES**

City of Gig Harbor Finance and Safety Committee
(Council Committee Conan, Franich, and Young)

Date: January 22, 2008 Time: 5:00 p.m. Location: Public Works Conf Rm Scribe: Maureen Whitaker

Commission Members and Staff Present: Paul Conan, Jim Franich, Dave Rodenbach, Mike Davis, Paul Nelson, Ian Ward, and Maureen Whitaker, Assistant City Clerk.

Absent: Councilmember Young

Others Present: Greg Settle, Consultant representing Aon Financial

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
NEW BUSINESS		
1. Formation of a Retirement Oversight Committee	Finance Director Rodenbach provided background on the benefits of forming an oversight committee. Mr. Settle, formerly of ICMA, has proposed to be retained to provide a third party review of the city's retirement plans. Currently ICMA manages the city's retirement plans. Mr. Settle is proposing that the current administration fees that ICMA charges is too high and is quite sure that ICMA would lower them due to the average account balance which is the highest in the state due to employee longevity. The current administration fee charged is .29% to employees and 4.2% aggregate to the city. Both the employees and city would realize savings which would be reallocated to the employees annually, provide a savings to the city and there would be enough to cover a yearly contract with Mr. Settle's firm.	Present contract to City Council that would provide savings to both employees and to the city. Mr. Settle's contract would provide for education and retirement counseling, provide a third party review/analysis of performance/oversight of plan, make sure that fees are reasonable, and provide training to the oversight committee.
2. Retirement Fee Reduction Proposal		Oversight committee could meet quarterly. The committee would provide annual, semi-annual and quarterly statements.

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
<p>3. Judicial Compensation</p>	<p>Court Administrator Paul Nelson presented information and background regarding how the City adjusts the judicial compensation for the municipal court presiding judge. He stated that currently Judge Dunn's salary is adjusted with a new contract at the end of the 4-year term. Such an increase may include a cost of living adjustment (COLA) or simply a flat increase due to a greater time commitment resulting from increasing caseloads. Judge Dunn is classified as a part-time judge. His commitment to the court is 40% of what a full-time judge's commitment would be. The Administrative Office of the Courts list Judge Dunn as a 41% judge based on his 2006 GH Municipal Court schedule. If his salary was adjusted under his current contract, the adjustment would be \$5,692 per year. A cost of living adjustment of 3.3% with his current compensation would result in an annual increase of \$1,584.</p> <p>In 2007 there were 115 trial settings, with 3 jury trials. Judge Dunn also serves as the city's hearing examiner on car impounds and dog biting hearings. He will also reside over the new city ordinance on junk vehicles.</p> <p>Mr. Nelson explained that the benefit of typing Gig Harbor's judicial position to the</p>	<p>Councilmember requested a list that shows how cases have been adjudicated.</p>

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
	<p>Washington judicial salary is that every 2-3 years when the schedule is adjusted, then the judicial position for Gig Harbor would be automatically adjusted as well. It would not be necessary to break the term of the contract to adjust the salary. Mr. Nelson summarized that as the time commitment decreases or increases for the municipal court judicial position, the time commitment percentage would be adjusted as well.</p> <p>There was discussion about the pros and cons of having a Pro Tem do this work. Mr. Nelson stated that Pro Tem's typically earn \$60/hour. Mr. Nelson asked the question if it was worth the price difference to get consistency because most Pro Tem's are full-time practicing attorneys.</p>	
<p>4. Fireworks Ordinance (banning in City Parks)</p>	<p>City intern Ian Ward presented the proposed changes to the current fireworks ordinance that was adopted in 1983. He stated that city code is no longer consistent with state law.</p> <p>There was a lengthy discussion on current state law verses city code. One of the proposed changes was to limit the stands to 1 stand for every 1,500 people. The current ordinance allows for 1 stand for every 500 people. Also proposed is to increase the cash cleaning deposit from \$100 to \$1,000 per stand. Councilmember Franich asked since the stands are all</p>	<p>Councilmember Franich requested a copy of the state's parameters to review comparisons to current city code.</p>

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
	<p>located on private property and there is no chronic problem, then what is the reason for the increase. There was discussion about inspections and administrative fees.</p> <p>State law allows for fireworks from June 28-July 6 and from Dec. 31-Jan. 1. The current city code allows for fireworks between June 28-July 6 only.</p> <p>The Parks Commission recommends banning fireworks in parks and on public lands. Councilmember Conan said that he has reservation about allowing fireworks in public parks because no one is watching like at home. Councilmember Franich stated that he needed to think about banning them in parks and limiting stands.</p> <p>Current city code has civil penalties for violators, however state law has criminal penalties.</p>	
<p>5. Review Employee Safety Records for 2007</p>	<p>Maureen circulated copies of the 2007 Summary of Employee Claims and Vehicle & Equipment Property. There were 7 employee incidents and 7 equipment/property claims.</p>	<p>Councilmember Franich requested to know how many legal claims that take place and what the outcome was on a quarterly basis.</p> <p>Councilmembers Conan and Franich agreed that in the future, they would like to see the previous year's summary attached for comparison.</p>

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
6. AWC RMSA Report Card & Claims Report	A brief review and discussion about the city's favorable loss control report card. This inspection report is generated annually by AWC. It was noted that the city did not have a written policy in place that addressed sewer inspections and maintenance.	The Councilmembers asked when such a policy would be forthcoming.
Meeting adjourned at 6:15 p.m.	Respectively submitted:	_____ Maureen Whitaker

**CITY OF GIG HARBOR
COMMITTEE OUTLINE MINUTES**

City of Gig Harbor Operations & Public Projects
(*Council Committee Ekberg, Franich, and Payne*)

Date: January 17, 2008 Time: 3:00 p.m. Location: Engineering/Operations Conf Rm Scribe: Maureen Whitaker

Commission Members and Staff Present: Councilmembers Steve Ekberg, Jim Franich, and Tim Payne, Dave Brereton, Steve Misiurak, Emily Appleton, Jeff Langhelm, Maureen Whitaker, Assistant City Clerk.

Others Present: John Chadwell, OPG

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
<p>1. Sewer Concurrency Alternative: Temporary Storage Tanks – Jeff Langhelm</p>	<p>The city received a request from local architect Dave Freeman to examine changing city code to allow temporary storage tanks for commercial properties. Currently the city does not allow the construction of temporary storage tanks for use on a "temporary pumped basis". Pierce County allows this option for commercial buildings. This would allow the permitting process to continue and the temporary tanks would be pumped out until such time the city has sewer capacity. Mr. Freeman proposed having a licensed sanitary sewer engineer to design and oversee the installation of this type of temporary tank and the owner/developer would sign a bond that would ensure that they would connect to the city sewer the day the city issues a sewer concurrency certificate.</p> <p>Engineering reviewed and commented on</p>	<p>The council committee and city staff did not recommend proceeding further with this proposal.</p>

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
	<p>Mr. Freeman's proposal and expressed a lengthy list of concerns both technically and administratively to develop and track this process. Jeff Langhelm expressed that the Department(s) of Health and Ecology would also need to accept each temporary septic storage tank application through their own review process.</p> <p>The city is focusing on addressing sewer concurrency and is currently on schedule with the plant improvements.</p>	
<p>2. Parking on Skansie – Steve Misiurak</p>	<p>Currently families park on the shoulder on the east side of Skansie Avenue and cross the street to access the ball field. There is not adequate lighting in this area to ensure pedestrian safety. There is adequate parking in Henderson Bay High School's parking lot, but many people prefer to access the ball field from this area as it is a shorter walking distance. Staff was asked to look into this concern.</p> <p>There was discussion about installing No Parking signs and other speed dampening solutions.</p>	<p>The council committee agreed for public safety concerns to install No Parking signs on the eastside (Hwy. side) beginning at the south limits of the school zone to the north limits where the No Passing zone is located.</p> <p>City Administrator Karlinsey would contact the school district and request that families park in the school's parking lot.</p> <p>Engineering was asked to check on reconfiguring the lanes.</p> <p>A resolution would need to be passed to enforce No Parking when the signs are posted.</p>
<p>3. Creation of a Civil Permit Application Ordinance – Emily Appleton</p>	<p>Currently there is not a process defined in city code for civil permits. This ordinance would provide more transparency and predictability for the applicant. This</p>	<p>No additional fees would be charged.</p> <p>The council committee agreed to move forward with this ordinance.</p>

Next Meeting: February 21, 2008

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
4. "Your Speed" Sign Locations – Dave Brereton	<p>process would help standardize submittals and lessen the confusion for applicants, creating greater efficiency for all.</p> <p>The 2008 Budget authorizes the purchase and installation of two portable units – similar to the one on Pioneer Way.</p> <p>Public Works would like to research the costs for installing multiple bases throughout the city that will allow the "Your Speed" signs to be rotated approximately every 4-6 months.</p> <p>There was a lengthy question and answer period and a request to do more speed studies on RCW speed limits.</p> <p>Concerns were expressed about costs, staff time and the possibility of damage to the units during the rotation process.</p>	<p>The council committee was in favor of the removable rotating speed signs if the related costs including staff time were reasonable. A request to check if solar panels were also available, the cost, and if aesthetically pleasing. All locations would be contingent on the location of power.</p> <p>The council committee was in favor of prioritizing signs in the following locations:</p> <ol style="list-style-type: none"> 1) Stinson at Foster (sign to go both ways) 2) Soundview below Grandview 3) Burnham near the Hi lu Hee Hee 4) Peacock at the top of the hill 5) 38th – would need to think about at a later date due to utilities.
5. 2008 Road Rehab List – Dave Brereton	<p>The 2008 Budget authorizes the overlay of streets based upon the Pavement Management Program.</p> <p>There was a lengthy discussion about what streets were prioritized for this year. Public Works is in the process of putting together a bid package for this work.</p>	<p>Councilmember Franich requested the complete list that was originally put together and asked Public Works to not proceed until further discussion at the next meeting.</p>
Meeting adjourned at 4:30 p.m.	Respectfully submitted:	<p>_____</p> <p>Maureen Whitaker</p>

Next Meeting: February 21, 2008

Recommendation/Action
Follow-up (if needed)

Main Points Discussed

Topic / Agenda Item

Next Meeting: February 21, 2008



MERRILL GARDENS
AT GIG HARBOR

January 28, 2008

City of Gig Harbor

Thank you so much for having the sidewalk installed along 45th St Ct NW. Our residents love it and are using it daily – except right now while there is ice on the sidewalk.

In Appreciation,

Blaise Feeney

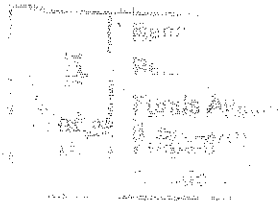
Blaise Feeney, General Manager

Signature of our thankful residents

*Kolam Peppardis
Nico Schwarz
Jeannette Jh
Mary E Stansbury
Bill
Jeane Gippinett
Jonda M. Davis
Margaret Nelson
Thomas B. Ferrell
Joan Frantz
Leslie Brown
Geneva Briggs
Harold Griggs
W. Janell Studebaker
Ann Washer
Mary Orlandini
Ruth Dutton*

RECEIVED
RECEIVED
FEB 0 4 2008
CITY OF GIG HARBOR
ENGINEERING





Friday, January 18, 2008

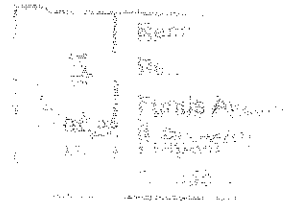
To the City of Gig Harbor

The residents of Quiet Forest Park wish to thank you for the new sidewalk on 45th St. Ct. NW. The sidewalk is appreciated and will be well used. It is nice to see those using walkers from Merrill Gardens safe from the traffic as well as those of us who walk this street daily.

The sidewalk looks great as does the landscaping alongside the sidewalk. The construction workers and traffic controllers were always courteous and cheerful which must have been hard to do in all the cold, wet weather.

Again, thank you.

The Quiet Forest Park residents



WN

AROUND TOWN SUBMISSIONS

AroundTown is a compendium of news and events by and about Gig Harbor residents and includes Favorite Pet photos, Cheers & Jeers and Public Meetings. See each item below for specific submission policies and deadlines.

CHEERS & JEERS

CHEERS to the City of Gig Harbor for the much-needed sidewalk on 45th Street Court NW. Thank you, from the residents of Quiet Forest Park.

CHEERS to Scott Drake, D.D.S., and his staff at the orthodontics office in Gig Harbor. Time is money, and thanks go to Drake and his staff for not wasting mine. My daughter's teeth look beautiful, and it all happened in an environment that is professional, friendly and wonderfully positive.

CHEERS to the female Gig Harbor High School students who first found and then placed in a prominent location in the girls locker room my daughter's ring, of great sentimental and some financial value. There's no telling how many students could have walked away with that ring sight unseen, but no one did until my daughter was fortunate

enough to see it and recover it herself four days later.

JEERS to the drivers on the road Sunday who sent abusive signals my way or simply ignored my flashing lights and honking horn as I was trying to get my daughter to the emergency room. No one would move over as my daughter was hemorrhaging profusely. Next time it could be you in an emergency situation.

CHEERS to the City of Gig Harbor for placing a barrier strip on Borgen Boulevard in front of Costco. Twice I've almost been hit when making a legal left turn from Albertson's onto Borgen by people making an illegal left turn

onto Borgen from Costco.

JEERS to our state legislators, so eager to select the correct name for our bridge. We are the people who have to pay the most for the bridge so we should be able to name it. If they want to step in right now and debate the most suitable name, then let them agree to pay for it.

Speak up, speak out

Got something you want to tell everyone? Want to take note of a random act of kindness? "Cheers & Jeers" is your chance to comment in print. Names will not be printed, nor will inappropriate statements. To submit a cheer or a jeer, e-mail a submission to: cheersandjeers@gateline.com, or send it snail mail to: Peninsula Gateway Cheers and Jeers, 3555 Erickson St., Gig Harbor, WA 98335 or drop one off in person at the same address listed above.



Photo courtesy of Katarina Batina

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, the ability to speak effectively in a clear manner is a powerful and important skill that can help to overcome many barriers to effective performance in virtually every endeavor and line of work; and

WHEREAS, two Toastmasters clubs in Gig Harbor offer the opportunity to learn effective communication skills. A special eight-week session Speechcraft Program is occurring as part of the Toastmaster week activities as well as open houses; and

WHEREAS, by assisting in the development of essential communication skills, Toastmasters Clubs perform a valuable service for their members, and for the community; and

WHEREAS, Toastmasters Clubs have grown to over 10,500 in number with more than 200,000 members in approximately 90 countries worldwide. This remarkable expansion is a direct result of the enhanced knowledge and experience that Toastmasters provide to their members and clients;

NOW, THEREFORE, I, Chuck Hunter, Mayor of Gig Harbor, do hereby proclaim the week of February 11, 2007 through February 17, 2008 as:

“TOASTMASTERS WEEK”

in Gig Harbor, and encourage all citizens to recognize the many accomplishments and opportunities in communication and public speaking that this outstanding organization provides for people everywhere.

Derek Young, Mayor Pro Tem

Date



Subject: Labor and Personnel Legal Services Agreement

Proposed Council Action:

Authorize the Mayor to sign the Agreement with Ogden Murphy Wallace, PLLC for Labor and Personnel related legal services in 2008

Dept. Origin: Administration

Prepared by: Carol Morris, City Attorney

For Agenda of: Feb. 5, 2008

Exhibits:

Initial & Date

Concurred by Mayor:

Approved by City Administrator: [Signature] 2/6

Approved as to form by City Atty: [Signature] 2/5/08

Approved by Finance Director: _____

Approved by Department Head: _____

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

INFORMATION / BACKGROUND.

In the past, the City has utilized Scott Snyder of Ogden Murphy Wallace for labor and personnel services. The attached agreement is to renew an agreement for these services in 2008 and reflects two additional categories and a slight increase over last year's rates:

Table comparing 2007 Rates and Proposed 2008 Rates for Member, Associate, and Paralegal roles.

FISCAL CONSIDERATION. None.

Sufficient funds are in the administration budget to cover these services, as long as the level of service is approximately the same in 2008 as in 2007.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION. Recommend that the Council authorize the Mayor to sign the Agreement with Ogden Murphy Wallace PLLC for Labor and Personnel-related services in 2008.

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

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

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

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

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

The City may, during the term of this Agreement, engage other attorneys to perform the same or similar work that OMW performs hereunder.

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

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

3. Payment for Services in 2008. The City will pay OMW for the services specified in paragraph 1 and rendered for calendar year 2008 as follows:

A. Hourly Rates

Senior Member	\$215
Member	\$200
Associate	\$167
Law Clerk	\$110
Paralegal	\$100

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

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

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

4. Payment for Services Rendered in 2000 and Subsequent Years. OMW may propose an increase in hourly rates no more than once each year to become effective on January 1. If such hourly rate increase is acceptable to the City, the rates may only be increased by amendment to this Agreement, as authorized by the City Council and signed by the Mayor.

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

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

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

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

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

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

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

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

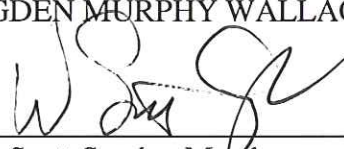
13. Subcontracting or Assignment. OMW may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the City.

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

CITY OF GIG HARBOR

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

Charles L. Hunter, Mayor



W. Scott Snyder, Member

Date: _____

Date: 1/9/08 _____

ATTEST/AUTHENTICATED:

Molly Towslee, City Clerk

APPROVED AS TO FORM:



Carol A. Morris, City Attorney



Subject: Labor and Personnel Legal Services Agreement

Proposed Council Action:

Authorize the Mayor to sign the Agreement with Summit Law Group for Labor and Personnel related legal services in 2008

Dept. Origin: Administration

Prepared by: Carol Morris, City Attorney

For Agenda of: Feb. 11, 2008

Exhibits:

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: PK 2/6/08

Approved as to form by City Atty: CAM 2/6/08

Approved by Finance Director: _____

Approved by Department Head: _____

Expenditure	Amount	Appropriation
Required <i>AS NEEDED/IN CALL</i>	Budgeted <i>\$275,000 TOTAL LEGAL</i>	Required 0

INFORMATION / BACKGROUND.

Rob Karlinsey, City Administrator, has worked with the Summit Law Group in the past and would like the option to continue to work with this firm for certain personnel and labor matters.

FISCAL CONSIDERATION. None.

Sufficient funds are in the budget to cover the cost of these services.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION. Recommend that the Council authorize the Mayor to sign the Agreement with Summit Law Group for Labor and Personnel-related services in 2008.

AGREEMENT FOR ATTORNEY SERVICES

THIS AGREEMENT, effective February __, 2008, by and between Summit Law Group, PLLC (hereinafter "Summit Law Group") 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 Summit Law Group in an effective, timely and cost efficient manner while ensuring that Summit Law Group is appropriately and fairly compensated for services rendered.

Section 2. Scope of Service. Summit Law Group agrees to provide legal services, as requested by the City Council in connection with labor and employment matters.

Section 3. Compensation. The City hereby agrees to pay Summit Law Group for legal services at the rate of up to two hundred seventy-five dollars (\$275.00) per hour; actual per-hour rates may be less depending on the individual attorney who provides requested services. Summit Law Group agrees to use every appropriate method to contain its fees on these matters.

The attorneys authorized to work on the matters described above are as follows: Kristin Anger (hourly rate of \$240); Denise Ashbaugh (hourly rate of \$210); John Chun (hourly rate of \$245); Elizabeth Kennar (hourly rate of \$240); Otto Klein (hourly rate of \$275); Shannon Phillips (hourly rate of \$240); Bruce Schroeder (hourly rate of \$275); and Rod Younker (hourly rate of \$265). The charges for legal services provided will be based on actual time or based on increments which are no greater than 6 minutes.

Summit Law Group 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 Summit Law Group, at cost with no mark-up as follows: legal messenger services, photocopies prepared by an outside reproduction service.

Section 4. Independent Contractor Status. It is expressly understood and agreed that Summit Law Group, 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. Summit Law Group shall submit to the Gig Harbor Finance Director monthly bills for the assigned matter describing the legal services provided during the previous month. Summit Law Group shall not bill for duplicate services

performed by more than one person or for services to correct Summit Law Group attorney errors or oversights. Summit Law Group shall bill for only one participant in a conference or consultation between members of Summit Law Group's firm.

Summit Law Group'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, Summit Law Group 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 Summit Law Group's invoices.

If any messenger, delivery, or special postage services such as overnight delivery are required, Summit Law Group will arrange to have such services provided.

Section 6. Advice and Status Reporting. Summit Law Group shall provide the City Administrator 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 Administrator considers appropriate.

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

Section 7. Communications. Summit Law Group will communicate primarily with Rob Karlinsey, City Administrator.

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 Summit Law Group and its attorneys. Neither this Agreement nor any interest therein may be assigned by Summit Law Group without the prior written approval of the City.

Section 9. Insurance. Summit Law Group shall maintain professional malpractice insurance during the life of this Agreement, as required below. Each insurance policy shall be written on an "occurrence" form. Summit Law Group 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 Summit Law Group's liability to the City and shall be the sole responsibility of Summit Law Group. To the extent of Summit Law Group's negligence, Summit Law Group'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 Summit Law Group's insurance or benefit Summit Law Group in any way. Summit Law Group'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. Summit Law Group warrants that its attorneys are members 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, Summit Law Group 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 Summit Law Group's delivery to the City of any and all documents, photographs, computer software, video and audio tapes, and other materials provided to Summit Law Group or prepared by or for Summit Law Group 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:

Summit Law Group: Kristin Anger
Summit Law Group
315 Fifth Ave. S., Suite 1000
Seattle, WA 98104

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 Summit Law Group pursuant to this Agreement shall be the property of the City at the moment of their completed preparation.

Section 14. Conflict of Interest. Summit Law Group warrants and covenants that Summit Law Group presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local or federal law or any rule of professional conduct. In the event that any conflict of interest should nevertheless hereinafter arise, Summit Law Group shall promptly notify the City of the existence of such conflict of interest.

Section 15. Time is of the Essence. Summit Law Group 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. Summit Law Group 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. Summit Law Group further agrees to maintain in confidence and not disclose to any person, association, or business any data, information or material developed or obtained by Summit Law Group 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 Summit Law Group 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.

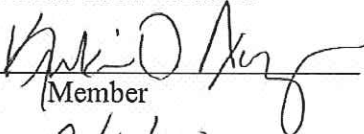
Section 21. Whole Agreement. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or

previous agreements between the parties with respect to all or any part of the subject matter hereof.

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 or Pierce 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, Summit Law Group and the City, by the signatures below, have executed this Agreement on the dates indicated below.

SUMMIT LAW GROUP

By 
Member

Dated: 2/6/08

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



Subject: Engineering Technician Offer of Employment

Proposed Council Action: Authorize above Mid-range hire for Engineering Technician

Dept. Origin: Engineering Division

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

For Agenda of: February 11, 2008

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: PKK 2/7/08

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head: _____

Expenditure	Amount	Appropriation	
Required \$36,000	Budgeted <u>\$2.1 million</u>	Required	0

INFORMATION / BACKGROUND

In accordance with the new city storm water permit requirements and as identified in the 2008 budget, a .5 FTE engineering technician position was approved to be primarily responsible for the development and implementation of the permit requirements associated with the city's storm water quality and enforcement program. The city advertised for this position and has interviewed a candidate that currently works as a Surface Water Technician for another local jurisdiction. He has worked there for seventeen years and lives in Gig Harbor. A small number of qualified candidates applied, but none with direct hands-on storm water experience.

The candidate's salary is at the top of his salary range and given his qualifications and longevity of employment, hiring slightly-above mid-range hire of \$4,500 per month including a monthly vacation accrual rate equal to 10 years of service which equals 13.34/hours per month is reasonable. The 2008 salary range for this position is \$3,873-4,841. It is difficult to recruit for any engineering positions at this time as often times smaller municipalities cannot compete with larger jurisdictions or private consulting firms.

FISCAL CONSIDERATION

Sufficient funds are available in the 2008 budget to hire this position above mid-range. This position would be funded at Storm 75% and Streets 25%.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Authorize the above mid-range hire for the Engineering Technician.



Subject: Public Works Director Offer of Employment

Proposed Council Action:

Authorize above mid-range hire and relocation/moving allowance for Public Works Director

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: February 11, 2008

Exhibits:

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: RSK 2/2/08

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head: _____

Expenditure	Amount	Appropriation
Required: Approx. \$72,850 + \$5,000 moving allowance	Budgeted \$2.1 million	Required \$0

INFORMATION / BACKGROUND

The City conducted an extensive search for a Public Works Director over the past several months. The City has identified a candidate that is well qualified for the position with over 20 years of closely related experience.

This candidate currently works in a closely related position for a larger city in Southern California and will incur expenses for relocating to Gig Harbor. The City Administrator proposes reimbursing the candidate for 50% of moving and relocation costs, up to a maximum City contribution of \$5,000.

In addition the City Administrator proposes hiring this candidate at the top step of the 2008 salary range (\$6,936 - \$8,670 per month). The candidate's current salary is actually higher than the top step of our range, and given the candidates qualifications (Registered Professional Engineer, B.S. in Civil Engineering) and over 20 years of relevant experience, hiring at top step is warranted.

The pool of potential Public Works Director candidates in the job market is quite slim. A very small number qualified in-state candidates applied, and only a few qualified candidates from out-of-state applied. Of those, many withdrew their applications during the process. Of the qualified candidates that made it to the final interview, only this candidate proved to be a strong fit for the City.

FISCAL CONSIDERATION

Sufficient funds are available in the 2008 budget to hire this position above mid range and provide a relocation allowance.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize above mid-range hire and relocation/moving allowance for Public Works Director



Subject: Amendment to Department of Licensing Contract for Business License Services

Proposed Council Action:

Authorize the attached Amendment Extending the Expiration Date to April 5, 2010

Dept. Origin: Administration

Prepared by: Molly Towslee *MT*

For Agenda of: February 11, 2008

Exhibits: Amendment to Contract

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: *FGK* _____

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head: _____

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

On March 27, 2006 Council authorized the Mayor to sign an Interagency Agreement with DOL will allow the Master License Service (MLS) to act as the City of Gig Harbor's agent for business license purposes. They have been acting in this capacity since then.

The contract with Master License Service expires in April, 2008. The attached amendment will extend the contract's extension date till April of 2010.

FISCAL CONSIDERATION

There are no proposed changes in the cost to the city, which include a monthly service fee if we access the state's database to run a report or to look up information. This is an estimated amount of \$10 - \$20 per month depending on usage. The only other charges are .23% (46 cents) to cover fees for an applicant using a debit/credit card on-line. There are no other on-going costs to partners.

The city receives the usual \$20 application and renewal fees from the state through electronic transfers.

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to sign the attached amendment to extend the contract's expiration date till April of 2010.



STATE OF WASHINGTON
DEPARTMENT OF LICENSING

PO Box 9020 • Olympia, Washington 98507-9020

RECEIVED
Consent Agenda - 8

DEC 20 2007

CITY OF GIG HARBOR

December 18, 2007

Molly Towslee
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335

Dear Ms. Towslee:

Department of Licensing (DOL) Contract No. K- 8284-1

Please find enclosed two original copies of the DOL Contract No.K8284-1. This amendment is to extend the contracts expiration date till April of 2010. Please review and route for signature and return **both** signed copies to:

Maria Moore
Department of Licensing
PO Box 9034
Olympia, WA 98507-9034

After DOL has signed, I will return one original with signatures to you for your files.

If you have any questions, please call (360)-664-1419 or E-Mail:me at mmoore@dol.wa.gov.

Sincerely,

Maria Moore
Administrative Assistant 3
Master License Service

MM/sy
Enclosure

cc: File



Amendment Number 1 to
CONTRACT NO. 8284
BETWEEN
STATE OF WASHINGTON
DEPARTMENT OF LICENSING
And
THE CITY OF GIG HARBOR

DOL Contract number 8284, including any subsequent modifications thereto, between the Department of Licensing (hereinafter called "DOL"), and The City of Gig Harbor (hereinafter called the "Contractor"), is hereby amended under the provisions of the *Changes, Modifications and Amendments* clause and by the mutual consent of all parties hereto, as follows:

1. The end date of the period of performance is extended from April 5, 2008, to April 5, 2010.

ACKNOWLEDGMENT

The execution of this amendment shall constitute a ratification of that earlier verbal agreement between the parties, hereto, the terms and conditions of which are contained herein. Accordingly, regardless of the date of execution, the effective date of this amendment shall be upon execution. All other terms and conditions of the original contract and any subsequent amendments thereto remain in full force and effect. The parties hereby acknowledge and accept the terms and conditions of this Amendment which is executed by the persons signing below who warrant that they have the authority to execute it on behalf of DOL and the Contractor.

IN WITNESS WHEREOF, the parties have executed this Amendment.

City of Gig Harbor

State of Washington
Department of Licensing

Date
Mayor

Date
Alan Haight
Chief Financial Officer



Subject: Copier Maintenance Agreements

Proposed Council Action: Authorize the Mayor to sign the attached copier maintenance agreements.

Dept. Origin: Community Development

Prepared by: Dave Brereton, Interim *Dave*
Community Development Director
and Molly Towslee, City Clerk *MT*

For Agenda of: February 11, 2008

Exhibits: Copier Maintenance Agreements

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: *POK* _____

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head: _____

Expenditure	As described	Amount	Appropriation
Required	in agreement	Budgeted 0	Required 0

INFORMATION / BACKGROUND

Attached are the Maintenance Agreement Contracts for three replacement Lanier copiers; one shared by Building/Fire and Planning, the other shared by Engineering and Operations and the last is the copier in Administration and Finance. These contracts cover copies, toner, parts and service for a one-year term.

FISCAL CONSIDERATION

These replacement copiers were purchased from the state contract list through Preferred Copier Systems.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to sign the attached copier maintenance contracts.



Consent Agenda - 9

7691 South 180th Street
Kent, Washington 98032
Phone: (425) 251-1202 Fax: (425) 251-1696
Web Site: www.preferredcopier.com

PCS Sales Rep: []

MAINTENANCE AGREEMENT

CUSTOMER NAME: City of Gig Harbor
TELEPHONE NUMBER: (253) 851-8136
FAX NUMBER: (253) 851-8563
CONTACT NAME:
E-MAIL ADDRESS:
BILLING ADDRESS: 3510 Grandview Street Gig Harbor WA 98335

LOCATION OF EQUIPMENT
(IF DIFFERENT FROM BILLING ADDRESS)

All Agreements below cover emergency calls, during normal business hours, as well as routine preventative maintenance. Coverage period is for the number of copies specified below or for one year, whichever comes first. This agreement covers copier hardware failure only. Network or software related issues, whether onsite or phone support, will be billed at our current network support rate.

Table with columns: Manufacturer, Model#/Serial #, Meter Readings (Beginning, Ending), Equipment covered?
Rows: Lanier LD445csp, Lanier LD445spf

Table with columns: Impression, Base Rate, B&W or Color Impressions Included, Rate for Overages, Agreement Type (Annual, Semi-Annual, Quarterly, Monthly)
Rows: \$80.00, 10,000 B&W, .008 B&W, Monthly; Aggregate, .065 Color

These agreements cover all parts, labor, consumable supplies (except paper and staples). Including black toner and color toner*, developer, drums, and fuser rollers.
*Sufficient black and color toner and wide format paper (if included) will be furnished to supply normal copy yields as suggested by the manufacturer. Additional toner/rolled paper requirements will be charged separately.

SPECIAL CONDITIONS: ALL DIGITAL NETWORK PMA'S MUST BE ACCOMPANIED BY A COMPLETE CONNECTIVITY AGREEMENT.

Billing Cycle (Check one)
[] Annual In Advance for 1 Year or Specified Contract Amount
[] Semi-Annual In Advance, excess billed next contract
[] Quarterly In Advance, excess billed next contract
[] Monthly Usage. Min. # of copies/mo.
[] Extended Period

Commencement Date:
Customer Acceptance:
Network Maintenance: [] Yes \$20/mos. [] No
Network Maintenance covers phone support and network onsite support on the Equipment listed above. (Reinstall Drivers, Troubleshoot scan problems, etc) This does not include supporting network problems. If the problem resides on your network the normal network charges will apply.

Customer signature Printed Name/Title Date
Subject to the terms and conditions on the reverse side of this agreement
Preferred Copier Systems, Inc. Acceptance



Maintenance, Scope of Work & Software Support Agreement Provisions

This Maintenance Agreement ("Agreement") shall become effective upon the date of acceptance specified on the face hereof by Preferred Copier Systems, Inc. ("PCS").

1. TERMS

This Agreement shall become effective upon receipt by PCS, of payment of the total charges. If more than ten days pass between the begin date of this Agreement and receipt of payment, then this Agreement will become null and void and any services rendered during that period will be charged separately. The customer may not reassign this Agreement.

2. PURPOSE

This Agreement covers the cost for adjustment, repairs and replacement of parts necessitated by normal use of the equipment and as specifically provided. Repair and/or Replacement Parts - parts necessary to the operation of the equipment will be provided, with the exception of receiving trays, panels, key counters, coin counters, paper, and staples. Toner provided for the agreed copy amount will be based on the manufacturing yields. Additional toner will be charged to the customer at PCS's then published pricing. Customer agrees to pay all toner freight charges.

3. MAINTENANCE/LIABILITY

Execution of a Maintenance Agreement service call will be made during normal business hours and on the equipment and installation specified on this Agreement. Work requested to be done outside of PCS's normal working hours will be billed at the current after hours rate. Fax boards, print controllers, and scanner boards have a 90 days warranty. The customer shall bear all risk of loss to the equipment or loss arising out of its use; PCS shall not be liable for any incidental or consequential damage from any cause whatsoever. Neither shall PCS be liable for any loss or damage as a result of delay or failure to furnish service or failure of the equipment to operate properly. Damage or losses resulting from accident, misuse, neglect, vandalism, or other events such as fire, theft, water damage, lightning, electrical power failure, or for any other cause external to the machine are not covered. The use of unauthorized parts, components, modifications, or personnel to effect repairs or changes will cause this Agreement to be null and void.

4. SHOP RECONDITIONING

When in PCS's opinion, shop reconditioning or work beyond the scope of this Agreement is required; PCS will submit a cost estimate for such work. If the customer authorizes such work, the customer will be billed for that work.

5. SUPPLIES

The equipment under this Agreement will give excellent performance with supplies that have been proven and tested by PCS. If Maintenance Agreement customers use supplies other than those provided by PCS, and if such supplies result in service calls or are clearly not compatible with the equipment, then the coverage under this Agreement may not apply, and you may be charged for all parts and labor needed.

6. RELOCATION

This Agreement is assigned to the equipment at the location specified and is transferable only if the equipment should be relocated to another area within the same service zone (service zone map by request). However, any cost that may be involved in the relocation of the equipment specified is not covered by this Agreement. Any damage caused by a non(PCS) employee will be chargeable. If the equipment specified is sold to another individual or business this maintenance contract becomes null and void.

7. Cancellations/Renewals

The term of this agreement is one year. Contract pricing is guaranteed for the first 12-month period. After this period, pricing is subject to change without notice due to cost increases incurred by Preferred Copier Systems, Inc. or other influences. Preferred Copier Systems, Inc. agrees not to increase the cost per copy rate by more than 10% per year during the first 60-months of this agreement. The maintenance may be billed monthly, quarterly, semi-annual or annually. Billing options do not alter the 12-month term of this contract. This agreement may be canceled at any time after one year provided 30 day notification and payment of any prior and current balance for the upcoming contracted month. In the event of early cancellation, all money is due and payable within 30 days of the time of written or verbal cancellation.

8. PRE INSPECTION

The equipment for which this Agreement is intended is subject to an inspection prior to becoming effective. If maintenance or service is required to bring the equipment up to serviceable standards then additional charges will be made based on the parts and labor necessary to render the equipment serviceable.

9. TRAINING

To insure proper operation, PCS will provide training on the use and care of equipment. If personnel changes require additional training at a later date, the PCS will provide that training at no cost to the customer. It is, however, the customer's responsibility to insure that PCS is properly notified of the training requirement because any service calls resulting from misuse of the machine by untrained personnel will be charged separately.

10. MAINTENANCE FEES

The Base rate is the monthly fee charged under the terms of this Agreement. The customer agrees to pay a total sum equal to the Base Rate times the Agreement term. The customer may not cancel this Agreement. In the event of default by customer, PCS may accelerate the payment due under the terms of this Agreement and/or exercise any other rights granted by law.

11. LATE FEES

If any part of a payment is not paid when due, the customer agrees to pay a late charge of 1.5% per month on the unpaid balance. The customer also agrees to pay a \$25.00 fee for each check returned for insufficient funds and a \$5.00 processing fee for billings other than those paid annually. Washington law shall govern this Agreement. In the event buyer defaults in payment the buyer remains liable for this debt and any legal fees or other costs incurred in any action to collect this debt. Venue shall be in King County, Washington.

12. AMENDMENTS

Verbal Agreements are not part of this Agreement. No one is authorized to change, alter, or amend the terms or conditions of this Agreement unless agreed in writing by an officer of PCS and the customer.

13. ELECTRIC SERVICE

Customer agrees to provide suitable electric service for the operation of the equipment. A surge suppressor is required for mid to high volume equipment; some models may require a dedicated power line. In the event a problem occurs due to inadequate electric service, charges for service will be billed until the problem is corrected.

14. ENVIRONMENTAL CONDITIONS

It is expected that this equipment be placed in a clean and proper operating environment as stated in your operators' manual.

15. SPECIAL CONDITIONS

This Agreement does not include toner, developer, and consumables for color laser printer or toner and drums for fax equipment, unless specified in Special Condition box on front of Agreement.

SCOPE OF WORK/SOFTWARE SUPPORT

1. CABLING/WIRING

Customer must provide an active network data wall jack (RJ45) within 6 feet of machine. A separate fax line (RJ11) must be supplied if a fax feature is installed on the equipment. Cabling requirements above and beyond the standard installation are provided at the standard chargeable hourly service rate.

2. SOFTWARE LICENSING

All software installed at the customer's location is governed by its original licensing Agreement and shall be the customer's responsibility to maintain.

3. MOVES/CHANGES/ALTERATIONS/UPGRADES

If the customer changes the operating environment, including but not limited to, changing operating systems, network software, hardware and software upgrades, software application changes, etc. to such a degree that further software installations or modifications are required, such installations or modifications shall be billable at PCS, Inc. then current software support labor rate. This includes driver and software installations, troubleshooting assistance, copier system software updates required due to customer network changes or upgrades.

4. LOSS OF DATA

The customer acknowledges that it is the customer's responsibility to maintain a current backup of their program and data files to restore any lost data. PCS, Inc. cannot be held responsible for any loss of data.

5. COLOR CALIBRATION

For color systems, color calibration from the customer's computer is not covered under this Agreement. Calibration shall be billed at the then current software support labor rate.

6. PHONE SUPPORT

There is no charge for phone support for customers who have a network service Agreement. Phone support must pertain directly to the functions of PCS installed equipment. For customers with no network service agreement, they shall be billed the then current software support labor rate.

7. ADDITIONAL SOFTWARE INSTALLATIONS

PCS will provide installation support for the existing network configuration and the necessary software drivers to successfully complete the installation as defined by the manufacturer only. It is highly recommended that the customer install all software onto their network using their own IT staff, or hired consultant. PCS personnel can perform the software installation provided the customer agrees to and signs the *Software Release section. Additional installations are the responsibility of the customer. Additional installations by PCS, Inc. shall be billed at the then current software support labor rate.

8. CHARGEABLE CALLS

All service calls made for issues not covered under this Agreement shall be billable at the then current labor rate.

9. NETWORK CONTRACTS

Network support contracts are available. Contact your Customer Service Representative for information.

INITIALS: _____ DATE: _____



PCS Sales Rep:

7691 South 180th Street
 Kent, Washington 98032
 Phone: (425) 251-1202 Fax: (425) 251-1696
 Web Site: www.preferredcopier.com

MAINTENANCE AGREEMENT

CUSTOMER NAME:	City of Gig Harbor	CONTACT NAME:	
TELEPHONE NUMBER:	((253) 851-8136	FAX NUMBER:	(253) 851-8563
BILLING ADDRESS:	3510 Grandview Street	Gig Harbor	WA 98335
	STREET ADDRESS/PO BOX	CITY	STATE ZIP

LOCATION OF EQUIPMENT _____
 (IF DIFFERENT FROM BILLING ADDRESS)

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Manufacturer	Model#/Serial #	Meter Readings		Equipment covered?
		Beginning	Ending	
Lanier LD190				Yes

Impression	Base Rate	B&W or Color Impressions Included	Rate for Overages	Agreement Type (Annual, Semi-Annual Quarterly, Monthly)
	\$132.00	30,000	.0044	

These agreements cover all parts, labor, consumable supplies (except paper and staples). Including black toner and color toner*, developer, drums, and fuser rollers. *Sufficient black and color toner and wide format paper (if included) will be furnished to supply normal copy yields as suggested by the manufacturer. Additional toner/rolled paper requirements will be charged separately.

SPECIAL CONDITIONS: ALL DIGITAL NETWORK PMA'S MUST BE ACCOMPANIED BY A COMPLETE CONNECTIVITY AGREEMENT.

Billing Cycle (Check one)
 Annual In Advance for 1 Year or Specified Contract Amount
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 Quarterly In Advance, excess billed next contract
 Monthly Usage. Min. # of copies/mo.
 Extended Period _____

Commencement Date: _____

Customer Acceptance: _____

Network Maintenance: Yes \$20/mos. No
Network Maintenance covers phone support and network onsite support on the Equipment listed above. (Reinstall Drivers, Troubleshoot scan problems, etc) This does not include supporting network problems. If the problem resides on your network the normal network charges will apply.

Subject to the terms and conditions on the reverse side of this agreement

Customer signature _____ Printed Name/Title _____ Date _____

Preferred Copier Systems, Inc. Acceptance



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11. LATE FEES

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14. ENVIRONMENTAL CONDITIONS

It is expected that this equipment be placed in a clean and proper operating environment as stated in your operators' manual.

15. SPECIAL CONDITIONS

This Agreement does not include toner, developer, and consumables for color laser printer or toner and drums for fax equipment, unless specified in Special Condition box on front of Agreement.

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1. CABLING/WIRING

Customer must provide an active network data wall jack (RJ45) within 6 feet of machine. A separate fax line (RJ11) must be supplied if a fax feature is installed on the equipment. Cabling requirements above and beyond the standard installation are provided at the standard chargeable hourly service rate.

2. SOFTWARE LICENSING

All software installed at the customer's location is governed by its original licensing Agreement and shall be the customer's responsibility to maintain.

3. MOVES/CHANGES/ALTERATIONS/UPGRADES

If the customer changes the operating environment, including but not limited to, changing operating systems, network software, hardware and software upgrades, software application changes, etc. to such a degree that further software installations or modifications are required, such installations or modifications shall be billable at PCS, Inc. then current software support labor rate. This includes driver and software installations, troubleshooting assistance, copier system software updates required due to customer network changes or upgrades.

4. LOSS OF DATA

The customer acknowledges that it is the customer's responsibility to maintain a current backup of their program and data files to restore any lost data. PCS, Inc. cannot be held responsible for any loss of data.

5. COLOR CALIBRATION

For color systems, color calibration from the customer's computer is not covered under this Agreement. Calibration shall be billed at the then current software support labor rate.

6. PHONE SUPPORT

There is no charge for phone support for customers who have a network service Agreement. Phone support must pertain directly to the functions of PCS installed equipment. For customers with no network service agreement, they shall be billed the then current software support labor rate.

7. ADDITIONAL SOFTWARE INSTALLATIONS

PCS will provide installation support for the existing network configuration and the necessary software drivers to successfully complete the installation as defined by the manufacturer only. It is highly recommended that the customer install all software onto their network using their own IT staff, or hired consultant. PCS personnel can perform the software installation provided the customer agrees to and signs the *Software Release section. Additional installations are the responsibility of the customer. Additional installations by PCS, Inc. shall be billed at the then current software support labor rate.

8. CHARGEABLE CALLS

All service calls made for issues not covered under this Agreement shall be billable at the then current labor rate.

9. NETWORK CONTRACTS

Network support contracts are available. Contact your Customer Service Representative for information.

INITIALS: _____ DATE: _____



Subject: Wastewater Treatment Plant
On-Call Engineering Services – Consultant
Services Contract

Proposed Council Action: Approve the
award and execution of the contract for
Advanced Industrial Automation Corporation
for the not-to-exceed amount of \$25,000.00.

Dept. Origin: Engineering Division

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

For Agenda of: February 11, 2008

Exhibits: Consultant Services Contract

Initial & Date

Concurred by Mayor:

Approved by City Administrator: RBK 2/6/08

Approved as to form by City Atty: CAM 2/6/08

Approved by Finance Director: N/A

Approved by Department Head: [Signature] 2/6/08

Expenditure	Amount	Appropriation
Required \$25,000.00	Budgeted \$7,000,000.00	Required 0

INFORMATION / BACKGROUND

Supervisory control and data acquisition (SCADA) improvements and upgrades have been occurring and will continue to occur at the City's Wastewater Treatment Plant. These services have been successfully completed by Advanced Industrial Automation (AIA). This contract provides for their continued assistance within the next year.

FISCAL CONSIDERATION

Sufficient funds exist within the 2008 budget to fund this expenditure.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Authorize Council and the Mayor to authorize the contract with Advanced Industrial Automation Corporation for the on-call services for the Wastewater Treatment Plant Sewer Outfall Extension in the amount not-to-exceed Twenty-Five Thousand Dollars and No Cents (\$25,000.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
ADVANCED INDUSTRIAL AUTOMATION CORPORATION**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Advanced Industrial Automation Corporation, a corporation organized under the laws of the State of Washington located and doing business at 6855 176th Ave. NE., Ste.235, Redmond, Washington 98052-5243 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in On-Call Engineering Services and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated January 25, 2008, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Twenty Five Thousand Dollars and Zero Cents (\$25,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit A – Scope of Work and Exhibit B – Estimated Hours and Fees**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A or B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2008; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the

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

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

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

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

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

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig

Harbor at least 30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary.

Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:
Advanced Industrial Automation Corporation
Attn: Jon Mathison, P.E.
6855 176th Ave. NE, Ste. 235
Redmond, WA 98052
425-836-3386
FAX 425-642-8282

City of Gig Harbor
ATTN: Stephen Misiurak, P.E.
City Engineer
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170
FAX (253) 853-7597

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 _____, 2008.

CONSULTANT
By: 
Its Principal

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:
CONSULTANT:
Advanced Industrial Automation Corporation
Attn: Jon Mathison, P.E.
6855 176th Ave. NE, Ste. 235
Redmond, WA 98052
(425) 836-3386
FAX (425) 642-8282

City of Gig Harbor
ATTN: Stephen Misiurak, P.E.
City Engineer
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170
FAX (253) 853-7597

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

(print or type name)

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

ATTACHMENT 1

EXHIBIT A – SCOPE OF WORK

Background: City of Gig Harbor On-call Engineering Services

Communication, instrumentation, control, and low voltage electrical is critical to the City of Gig Harbor waste water collection and treatment systems. The existing SCADA (Supervisory Control and Data Acquisition) System and Siemens controllers need to be supported 24/7. Proposed Consultant has extensive experience with SCADA system, instrumentation, communications, and Siemens PLC. Using the consultant for this task will be cost effective solution in supporting city operations.

Task 1 - Provide engineering support for Gig Harbor communications, instrumentation, control, and low voltage systems

AIA will provide engineering support and maintenance recommendations of the Gig Harbor existing SCADA System (hardware, software, and firmware). This task will include the following:

- Twenty-four hour, seven days per week on-site maintenance and engineering support for the computer system equipment and software. This includes the PLC, workstations, monitors, bulk storage devices, instrumentation, communication devices, and peripheral equipment.
- Field change orders and/or updates recommended by the manufacturer shall be installed
- Software upgrades, modifications and enhancements.
- Software developed by third party, including applications, database, display and report generators, and other software required.
- Software and hardware support for Siemens programmable logic controllers in Gig Harbor control area
- On site operator training as needed

Key assumptions: Cost estimate assumes one-day trip to the Gig Harbor facility every two weeks to perform necessary update and troubleshooting tasks, including emergency calls for the duration of the contract.

Deliverables: Reliable secure 24/7 operations of SCADA system at Gig Harbor Control Area. Emergency services as required. Plans and specifications to update and upgrade the systems in a manner consistent with city requirements.

Schedule: 1 year. Emergency services as needed.

EXHIBIT B – ESTIMATED PROJECT COSTS AND LABOR HOURS

The Hourly Rates used on this Contract are based on all-inclusive, fair and competitive “standard industry rates.”

SALARY COSTS

Task 1 - Provide engineering support for Gig Harbor Control Area SCADA system				
Staff Name	Job Title	Hours	Hourly Rate	Total
Jon Mathison , P.E.	Electrical Engineer	100	\$ 110.00	\$ 11,000.00
Andrew Esvelt	Electrical Engineer	100	\$ 100.00	\$ 10,000.00
Adam Boyd	Electrical Designer	50	\$ 70.00	\$ 3500.00
TASK TOTAL				\$ 24,500.00

SALARY COSTS SUBTOTAL	\$ 24,500.00
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***DIRECT EXPENSES:**

**Mileage	\$ 0.505/mile
Per Diem	IRS Publication 1542
Estimated costs	\$ 500.00

DIRECT EXPENSES SUBTOTAL...	\$ 500.00
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WORK ASSIGNMENT SUB-TOTAL...	\$ 25,000
****MANAGEMENT RESERVE FUND (MRF) (if any)...	\$
NOT-TO-EXCEED AMOUNT FOR THIS WORK ASSIGNMENT...	\$ 25,000

- * There is no mark-up on direct expenses.
- ** Mileage will be paid at the current standard mileage rate established by the Internal Revenue Service (IRS).
- *** Per Diem will be paid at the current standard rate established by the Internal Revenue Service (IRS) Publication 1542.



Advanced Industrial Automation Corp
 6855 176th Avenue NE
 Suite 235
 Redmond WA 98052-5243

Estimate

Date	Estimate No.
1/25/2008	85

Name/Address

Steve Misiurak
 Public Works Department
 3510 Grandview Street
 Gig Harbor, WA 98335

Description	Qty	Project	
		Rate	Total
		On Call Services	
Electrical Engineering	100	110.00	11,000.00
Provide Integration services.	100	100.00	10,000.00
AutoCAD drafting services	50	70.00	3,500.00
Mileage allowance.	990.1	0.505	500.00
SCOPE OF WORK			
Background: City of Gig Harbor On-call Engineering Services			
Communication, instrumentation, control, and low voltage electrical is critical to the Gig Harbor waste water collection and treatment systems. The existing SCADA (Supervisory Control and Data Acquisition) System and Siemens controllers need to be supported 24/7. Proposed Consultant has extensive experience with SCADA system, instrumentation, communications, and Siemens PLC. Using the consultant for this task will be cost effective solution in supporting city operations.			
Task 1 -Provide engineering support for Gig Harbor communications, instrumentation, control, and low voltage systems. AIA will provide engineering support and maintenance recommendations of the Gig Harbor existing SCADA System (hardware, software, and firmware). This task will include the following:			
·Twenty-four hour, seven days per week on-site maintenance and engineering support for the computer system equipment and software. This includes the PLC, workstations, monitors,			
Thank you for your business.		Subtotal	
		Sales Tax (8.4%)	
		Total	

Phone #	Fax #	E-mail	Web Site
425-836-3386	425-642-8282	jon@advancedia.com	www.advancedia.com



Advanced Industrial Automation Corp
 6855 176th Avenue NE
 Suite 235
 Redmond WA 98052-5243

Estimate

Date	Estimate No.
1/25/2008	85

Name/Address

Steve Misiurak
 Public Works Department
 3510 Grandview Street
 Gig Harbor, WA 98335

		Project	
		On Call Services	
Description	Qty	Rate	Total
bulk storage devices, instrumentation, communication devices, and peripheral equipment. ·Field change orders and/or updates recommended by the manufacturer shall be installed ·Software upgrades, modifications and enhancements. ·Software developed by third party, including applications, database, display and report generators, and other software required. ·Software and hardware support for Siemens programmable logic controllers in Gig Harbor control area ·On site operator training as needed · Key assumptions: Cost estimate assumes one-day trip to the Gig Harbor facility every two weeks to perform necessary update and troubleshooting tasks, including emergency calls for the duration of the contract. · Deliverables: Reliable secure 24/7 operations of SCADA system at Gig Harbor Control Area. Emergency services as required. Plans and specifications to update and upgrade the systems in a manner consistent with city requirements. · Schedule: 1 year. Emergency services as needed.			
		Subtotal	\$25,000.00
		Sales Tax (8.4%)	\$0.00
Thank you for your business.		Total	\$25,000.00

Phone #	Fax #	E-mail	Web Site
425-836-3386	425-642-8282	jon@advancedia.com	www.advancedia.com



Business of the City Council *Consent Agenda - 11*
City of Gig Harbor, WA

Subject: Temporary Construction Inspector Services

Proposed Council Action: Authorize a contract with Inspectus Inc. to provide temporary construction inspection services in the amount of Sixty Thousand Dollars and Zero Cents (\$60,000.00)

Dept. Origin: Engineering Division

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

For Agenda of: February 11, 2008

Exhibits: Contract

Concurred by Mayor:

Approved by City Administrator: *PKK 2/6/08*
Approved as to form by City Atty: *ARM 2/6/08*
Approved by Finance Director: *N/A*
Approved by Department Head: *Deane 2/6/08*

Initial & Date

Expenditure Required	\$60,000.00	Amount Budgeted	See Fiscal Consideration below	Appropriation Required	\$ 0
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INFORMATION / BACKGROUND

Temporary construction inspection services are necessary to provide adequate construction inspection on a multitude of private development projects as well as provide continued project management oversight on the Sewer Outfall Project.

Specifically, the contract in the amount of \$60,000.00 provides for the following:

Task 1. Eddon Boat Park Remediation: Provide grant reporting assistance for the existing two environmental permitting agency grants (EPA). All work provided will be as requested by the City Engineer.

Task 2. Site Development Inspection and Capital Improvement Project Inspection: Provide assistance to the City of Gig Harbor with private site development inspection and with services for the Onshore Sewer Project.

FISCAL CONSIDERATION

Funding is provided within the appropriate 2008 Budget for the equivalent of two and one half full time construction inspectors. Funding will be from the individual salary components of the Street, Water, Storm, Sewer and Park Capital Funds.

RECOMMENDATION / MOTION

Move to: Authorize the contract with Inspectus Inc. to provide temporary construction services in the amount of Sixty Thousand Dollars and Zero Cents (\$60,000.00).

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Inspectus, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 3505 View Place North NW, Gig Harbor, Washington 98332, whose mailing address is PO Box 401, Gig Harbor, Washington 98335 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the engineering inspection support services for the Eddon Boat Park Remediation Project, the EPA Grant Management for Eddon Boat Park and the Onshore Outfall Sewer Project and desires that the Consultant perform services necessary to provide project management and inspection services; and

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated January 30, 2008, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Sixty Thousand dollars and Zero cents (\$60,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Table 1**. The Consultant shall not bill for Consultant's staff not identified or listed in **Table 1** or bill at rates in excess of the hourly rates shown in **Table 1**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2008; provided however, that additional time shall be granted by the City for extra work.

V. Termination

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

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

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

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

1. Business auto coverage for any auto no less than a \$350,000 each accident limit, and

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. 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.

E. 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.

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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 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 prevailing 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
Lewis Whitaker, Principal
Inspectus, Inc.
PO Box 401
Gig Harbor, Washington 98335
(253) 851-5770

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

XVII. Assignment

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

XVIII. Modification

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

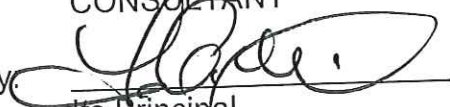
XIX. Entire Agreement

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

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

CONSULTANT

By:


Its Principal

CITY OF GIG HARBOR

By:

Mayor

Notices to be sent to:
CONSULTANT
Lewis Whitaker, Principal
Inspectus, Inc.
PO Box 401
Gig Harbor, Washington 98335
(253) 851-5770

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

ATTEST:

APPROVED AS TO FORM:

City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that LEWIS WHITAKER 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 PRINCIPAL of INSPECTUS INC., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2-6-2008

Patricia M. McCallian

Patricia M. McCallian

(print or type name)

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

Kitsap County

My Commission expires: 1-22-2009



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: _____

Project Management
Inspection
Documentation
Consulting

253.851.5770 office
253.858.8751 fax

January 30, 2008

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

Re: Exhibit A – 2008 Inspection Services Scope of Work
Capital and Private Improvement Project Inspection Services

Dear Mr. Misiurak:

At the request of the City of Gig Harbor (City), Inspectus Inc. (Inspectus) has prepared the following scope of work to provide inspection support services as requested by the City Engineer. Anticipated projects include but are not limited to the following: The Onshore Sewer Project, EPA Grant Management, Eddon Boat Park Remediation Project and other site development inspection as needed through December 2008.

These tasks are described in detail in Attachment A – Scope of Services, Fees, and Schedule.

The budget accommodates for approximately 10 hours per month for the Eddon Boat Project and 30 hours per week for Private and Capital Improvement Projects. Approximately 500 hours are budgeted for Inspection Services for the estimated “90 working day” Onshore Sewer Project. Cellular field phone communications and mileage for site inspection and onsite meetings is also included in the Budget Summary Table 1. A more detailed description is included in Attachment A. Projects will be tracked and reported separately. Services will be billed at the rate of \$38.71 per hour. All work provided will be at the direction of the City Engineer, and or his designee.

**Table 1
Budget Summary**

Task	Description	Estimated Hours	Estimated Miles	Total
1	Eddon Boat Park Remediation Project Assistance EPA Grant Management Assistance * Estimated Mileage at .505 per mile	120	100	4,645.20 50.50
2	Private and Capital Improvement Project Inspection * Estimated Mileage at .505 per mile * Estimated Field Phone at \$30.00 per month	1,399	1650	54,141.05 833.25 330.00
	NOTE: *Mileage will be billed at .505 per mile traveled. *Each hour worked will be billed at the rate of \$38.71 per hour.			
	TOTAL ESTIMATED FEES			\$ 60,000.00

Deliverables by Consultant:

Consultant will provide the City on a bi-weekly basis the following;

- 1) A completed timesheet to be provided at every other Friday in conjunction with the employee timesheet due date
- 2) Construction Inspection Reports, Submit in conjunction with the bi-weekly timesheets, provide original construction inspection daily reports and copies of personal diary reports.
- 3) In conjunction with the onshore sewer project, the consultant shall be responsible for the complete project management, construction inspection, completion of the project and associated paperwork.
Project paperwork shall include but is not limited to the preparation of project progress pay estimates; field orders; change orders and daily reports.
Consultant shall also at the request of the City Engineer, attend meetings as required.
- 4) Portions of the Onshore Outfall will include nighttime work. No additional compensation or overtime shall be provided and shall be at the hourly rate indicated in this proposal

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

Please feel free to contact me at 253.851.5770 or 253.381.8013

Lewis Bud Whitaker
INSPECTUS INC

Attachment A

Scope of Services, Fees and Schedule

Scope of Services:

Task 1. Eddon Boat Park Remediation Project/ EPA Grant Management Assistance: To assist the City of Gig Harbor in the project monitoring and associated EPA reporting for the (2) existing EPA Brownfields Grants. All work provided will be as requested by the City Engineer.

Task 2. Site Development Inspection and Capital Improvement Project Inspection: To assist the City of Gig Harbor with private site development inspection and with inspection services for the Onshore Sewer Project. Inspectus Inc will review site development plans, consult with the City Engineer and City Engineering staff, and provide onsite inspection services. This includes the preparation of necessary site field inspection reports.

Fees:

Task 1 and Task 2: The above services will be provided at the hourly rate of \$38.71. Mileage traveled will be billed at .505 per mile traveled on behalf of the City. On Call field phone services will be provided at a flat rate of \$30.00 per month.



Subject: BB-16/Interchange
Project Management – Consultant Services
Contract

Proposed Council Action: Authorize
Consultant Services Contract for Stephen B.
Lovell & Associates (SLA) for the City project
management and consultant oversight for
the SR-16/Interchange Project.

Dept. Origin: Engineering Division

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

For Agenda of: February 11, 2008

Exhibits: Consultant Services Contract

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial & Date

RYK 2/6/08

SM/AM 2/6/08

N/A

D... 2/6/08

Expenditure Required	\$53,962.50	Amount Budgeted	\$11,000,000	Appropriation Required	\$0
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INFORMATION / BACKGROUND

Steve Lovell and Associates (SLA) was retained by the City last year to assist City staff with the on-going oversight, design and review of the design and permitting aspects associated with the Burnham/Borgen/Canterwood Interim Improvement Project. His continued assistance is required to be provided in 2008. His scope of services outlines his major work tasks to be performed.

FISCAL CONSIDERATION

The Franciscan Health System (FHS) will be funding these engineering services.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the Consultant Services Contract for Stephen B. Lovell & Associates for preparation of the Documented Categorical Exclusion (DCE) for the SR-16 Interchange Project for the not-to-exceed amount of Fifty Three Thousand Nine Hundred Sixty-Two Dollars and Fifty Cents (\$53,962.50).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
STEPHEN B. LOVELL & ASSOCIATES**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Stephen B. Lovell & Associates, a corporation organized under the laws of the State of Washington, located and doing business at 1614 40th Avenue, Seattle, Washington 98122, (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the final design for the SR-16 Interchange Project and desires that the Consultant perform services necessary to provide project management assistance, engineering services, and consultant oversight; and

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated January 15, 2008, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Fifty Three thousand nine hundred sixty two dollars and fifty cents (\$53,962.50) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall also be as described in **Exhibit A**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit**

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

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

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by June 30, 2008; provided however, that additional time shall be granted by the City for extra work.

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

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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.

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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.

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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.

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1. Business auto coverage for any auto no less than a \$350,000 each accident limit, and

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. 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.

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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.

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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.

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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.

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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.

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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 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 prevailing 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
Stephen B. Lovell
Stephen B. Lovell & Associates
1614 40th Avenue
Seattle, Washington 98122
(206) 329-9463

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

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

XVIII. Modification

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

XIX. Entire Agreement

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

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

CONSULTANT
By: Stephen B. Lovell
Its Principal

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:
CONSULTANT
Stephen Lovell
Stephen B. Lovell & Associates
1614 40th Avenue
Seattle, Washington 98122
(206) 329-9463

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

APPROVED AS TO FORM:

O:\CONTRACTS & AGREEMENTS (Standard)\2008 Contracts\Consultant\Services\Contract_Stephen Lovell Assoc-proj magmt and consultant oversight for BB16 2-11-08.doc
Rev: 5/4/00

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

_____ (print or type name)

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

My Commission expires: _____

STEPHEN B. LOVELL & ASSOCIATES
Transportation & Environmental Planning and Management

Exhibit A Scope of Work

January 15, 2008

Stephen T. Misiurak, P.E.
City Engineer
City of Gig Harbor
Community Development – Engineering
3510 Grandview Street
Gig Harbor, Washington 98335

RE: Scope of Work for Contract Extension for BB16 Interchange Project.

Dear Mr. Misiurak:

This proposal is for the continuation of my involvement with the SR16 Interchange Project as well as other projects as needed. The following scope of services (SOS) details the project work by task, and lists the deliverables and assumptions for each task. SLA has identified the following tasks needed to be complete for the project: This contract extension is for a six-month period beginning January 1, 2008 through June 30, 2008.

Task 1 – Project Coordination @8 hours per week for 26 weeks	208 Hours
Task 2 – Project Meetings @ 2 meeting per month = 16 hours per month for six months	96 Hours
Task 3 - Project Management Assistant @ 8 hours per week for 26 weeks	208 Hours
Total Hours	512 Hours

The SOW, budget and associated schedule details the overall timeline, cost, and tasks for the completion of the process to facilitate construction of the interchange beginning in the spring of 2008.

Task 1 – Project Coordination

- SLA will manage and attend bi-weekly meetings (2 hours) with the City, WSDOT and DEA staff.
- SLA will coordinate with WSDOT on project direction.
- SLA will manage the coordination with the City on SEPA and local permits.

Task 2 - Project Meetings

SLA will attend biweekly meetings with the City and WSDOT. SLA will take notes of all meetings and send them to the City in a timely manner. SLA will also prepare the AGENDA for each meeting. After each meeting, SLA will spend the remainder of the day at the City offices to be responsive to City needs.

In addition, SLA will plan to attend at least one day per week at the City offices.

Task 3 – Project Management

Provide Project Management - SLA will provide management, coordination, and direction to complete the project on time and within budget.

Monthly Project Reports and Invoices - SLA will prepare monthly progress reports to be included with invoices.

Quality Management Program - SLA will establish a quality management program and be responsible for review of environmental work.

Prepare a Project Schedule and Revise as necessary - SLA will ensure that DEA maintains a current project schedule; and prepares and submits a current list of activities list to the City. The schedule will show appropriate milestones for the project. SLA will ensure that DEA revises the schedule to reflect changes in the project milestones and timelines.

Project File Management (Administrative Record) - SLA will develop project file management protocols and set up and maintain an electronic and paper filing system. DEA will be responsible for sending copies of all correspondence to SLA at the City of Gig Harbor on a weekly basis.

Prepare Out of Scope Log - SLA will prepare additional work scopes as directed by the City, if the project changes direction or additional work is necessary to complete any of the tasks in the original scope.

Hours and Budget

Tasks and Hours

<u>Tasks</u>	<u>Hours</u>
Task 1 – Project Coordination	208 Hours
Task 2 – Project Meetings	96 Hours

STEPHEN B. LOVELL & ASSOCIATES
Transportation & Environmental Planning and Management

Task 3 - Project Management 208 Hours

Total Hours 512 Hours

Budget

512 Hours @ \$95.00 per hour = \$48,640.00

Expenses:

Travel – 1 trip per week to/from Gig Harbor
@ \$0.445 per mile for 100 miles per week.
100 miles * 26 * \$0.445 = \$1,157.00

Travel Time:
1.25 hours each way @ \$ 47.50 per hour * 26 *2 = \$3,087.50

SR-16 Tolls @ \$ 3.00 per toll * 26 = \$78.00

Other expenses as occur.
Estimated at: \$1,000.00

Grand Total \$53 ,962.50

Sincerely,

Stephen B. Lovell & Associates
Transportation & Environmental Planning Consultants
1614 40th Avenue
Seattle, Washington 98122
206.329.9463
206.276.4467 (cell)



Subject: Sanitary Sewer Facilities Easement and Maintenance Agreement – Safeway Pump Station (EN-07-0055)

Proposed Council Action: Approval of the Sanitary Sewer Facilities Easement and Maintenance Agreement as presented.

Dept. Origin: Engineering Division

Prepared by: Willy Hendrickson *WJH*
Engineering Technician

For Agenda of: February 11, 2008

Exhibits: Sanitary Sewer Facilities Maintenance Agreement

Initial & Date

Concurred by Mayor:

Approved by City Administrator: *PK 2/6*
Approved as to form by City Atty: *CAM 2/5/08*
Approved by Finance Director: *N/A*
Approved by Department Head: *Dave 2/4/08*

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

As a condition of project approval of Safeway Pump Station project located at 4831 Point Fosdick Dr., Gig Harbor and owned by Safeway Inc., a Sanitary Sewer Facilities Maintenance Agreement is required. This will ensure that the sanitary sewer system will be constructed, operated and maintained in accordance with all applicable rules and regulations. The sanitary sewer system is located on private property and will be privately owned. The City will not be responsible for the operation and maintenance of this system. This agreement allows the City a nonexclusive right-of-entry onto those portions of the property in order to access the sanitary sewer system for inspection and monitoring of the system.

FISCAL CONSIDERATION

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

RECOMMENDATION / MOTION

Move to: Approval of the Sanitary Sewer Facilities Easement and Maintenance Agreement as presented.

COPY

AFTER RECORDING RETURN TO:

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

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

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

Sanitary Sewer Facilities Easement and Maintenance Agreement

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

Safeway Inc.

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

City of Gig Harbor

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

PTN SE ¼ of Section 17, Township 21 N, Range 2E of WM

Assessor's Property Tax Parcel or Account number: 0221174068, 0221174066,

0221174085, 0221174069

Reference number(s) of documents assigned or released: _____

**SANITARY SEWER FACILITIES EASEMENT
AND MAINTENANCE AGREEMENT**

This Sanitary Sewer Facilities Easement and Maintenance Agreement is made this _____ day of _____, 200__, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Safeway Inc., a Delaware Limited Partnership, located and doing business at 5918 Stoneridge Mall Road, Pleasanton, CA 94588 (hereinafter the "Owner").

RECITALS

WHEREAS, Owner is the owner of fee title or a substantial beneficial interest in certain real property located in Gig Harbor, Washington, commonly described as Safeway Stores Inc. and located at 4831 Point Fosdick Drive, Gig Harbor WA 98335, (hereinafter the "Property") and legally described in **Exhibit A-1 AND A-2**, which is attached hereto and incorporated herein by this reference; and

WHEREAS, in connection with the Owner's proposed development of the Property, the City has required and the Owner has constructed a private sanitary sewer system on the Property; and

WHEREAS, such sanitary sewer system is described and shown on a construction drawing(s) prepared by the engineering firm of AHBL Inc., dated April 26, 2007 (hereinafter the "Plans"), for the Owner's Property, a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference; and

WHEREAS, as a condition of project approval, and/or due to the nature of the development, the sanitary sewer system on the Property is private, and will not be the responsibility of and/or owned, operated and maintained by the City; and

WHEREAS, the private sanitary sewer will eventually be connected to the City's sanitary sewer system and the City desires an easement to definitively establish the permissible location of the City's access on the Property described in **Exhibit A-1 AND A-2**, for the purposes described in this Agreement; and

WHEREAS, as a result of said private ownership and responsibility for operation and maintenance, including repair, rehabilitation, replacement, alterations and/or modifications, the parties have entered in to this Easement and Maintenance Agreement, in order to ensure that the sanitary sewer system will be constructed, operated and maintained in accordance with the approved Plans and all applicable rules and regulations;

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

TERMS

Section 1. Affected Property. The real property subject to this Agreement is legally described in **Exhibit A-1 AND A-2**.

Section 2. Definitions. As used in this instrument:

A. The word "plat" refers to the N/A, and any other plat or plats, including short plats, covering all real property which may hereafter be made subject to the provisions of this instrument by a written instrument signed by the Owner, its successors and assigns, in accordance with this Agreement.

B. The word "lot" refers to a lot shown on any plat defined herein, but shall not include any parcel designated as a "tract" on a plat. "Lot" shall include any parcel of land that is separately subjected to this instrument without having been subdivided into two or more parcels by a plat recorded subsequent to the recording of this instrument.

C. The word "Owner" or "Owners" refers to the entity, whether an individual, corporation, joint venture or partnership which is an owner in fee simple or of a substantial beneficial interest (except for mineral estate) in all or any portion of the property in the Plat or the Property. A "substantial beneficial interest" shall include both legal and equitable interests in the Property.

D. The words "Owners' Association" refer to a nonprofit corporation which may be formed for the purpose of operating and maintaining the facilities described in **Exhibit B** on the Property, which may be independently conveyed by the Owner or its successors and assigns to an Owners' Association, and to which the Owners' Association may provide other services in order to benefit the owners of property within the plat or the Property.

Section 3. Maintenance Obligations. The Owner, its successors, assigns and/or owners of an after-acquired interest in the Property, hereby covenant and agree that they are jointly and severally responsible for the installation, operation, perpetual maintenance, of a sanitary sewer system on the Property, as shown on the Plans attached hereto as **Exhibit B**. The sanitary sewer system shall be operated, maintained and preserved by the Owner in accordance with the Plans and all applicable ordinances, codes, rules and regulations. The sanitary sewer system shall be preserved in conformance with the Plans until such time as all parties to this Agreement, including the City, agree in writing that the sanitary sewer system should be altered in some manner or eliminated. In the event the sanitary sewer system is eliminated as provided hereinabove, the Owner shall be relieved of operation and maintenance responsibilities. No such elimination of the sanitary sewer system will be allowed prior to the Community Development Director's written approval.

Section 4. Notice to City. The Owner shall obtain written approval from the Director prior to performing any alterations or modifications to the sanitary sewer system

located on the Property described in Exhibit A. No part of the sanitary sewer system shall be dismantled, revised, altered or removed, except as provided hereinabove, and except as necessary for maintenance, including repair, rehabilitation, replacement, alterations, and/or other modifications.

Section 5. Easement for Access. The Owner hereby grants and conveys to the City a perpetual, non-exclusive easement, under, over, along, through and in the Property, as such Easement is legally described in **Exhibit C-1 AND C-2**, attached hereto and incorporated herein by this reference. This Easement is granted to the City for the purpose of providing the City with ingress and egress in order to access the sanitary sewer system on the Property for inspection, and to reasonably monitor the system for performance, operational flows, defects, and/or conformance with applicable rules and regulations. In addition, the City may use this Easement to exercise its rights as described in Section 8 herein.

Section 6. Assignment to an Owners' Association. In the event that an Owners' Association is formed under a Declaration of Covenants, Conditions and Restrictions which includes all of the Property in **Exhibit A-1 AND A-2**, the Owner may assign responsibility for installation and perpetual maintenance of the sanitary sewer system to such Owners' Association for so long as the Owners' Association remains in existence and upon the conditions that the Owners' Association assumes all of the obligations, liabilities, covenants and agreements of the Owner under this Agreement. Such assignment of the Owner's obligations shall be in a duly executed instrument in recordable form, and for so long as such assignment remains effective, the Owner shall have no further responsibility or liability under this Agreement.

Section 7. Conveyances. In the event the Owner shall convey its substantial beneficial or fee interest in any property in the Plat, any lot, or the Property, the conveying Owner shall be free from all liabilities respecting the performance of the restrictions, covenants and conditions in this Agreement; PROVIDED, HOWEVER, that the conveying Owner shall remain liable for any acts or omissions during such Owner's period of ownership of such Property.

Section 8. Rights of the City of Gig Harbor.

A. Execution of this Agreement shall not affect the City of Gig Harbor's present or future interest or use of any public or private sanitary sewer system. If the City determines that maintenance is required for the sanitary sewer system, and/or there is/are illegal connection(s) to or discharges into the sanitary sewer system, the Community Development Director or his/her designee shall give notice to the Owner(s) of the specific maintenance and/or changes required, and the basis for said required maintenance and/or changes. The Director shall also set a reasonable time in which the Owner(s) shall perform such work. If the maintenance required by the Director is not completed within the time set by the Director, the City may perform the required maintenance. Written notice will be sent to the Owner(s), stating the City's intention to perform such maintenance, and such work will not commence until at least five (5) days

after such notice is mailed, except in situations of emergency. If, at the sole discretion of the Director, there exists an imminent or present danger to the sanitary sewer system, the City's facilities or the public health and safety, such five (5) day period will be waived, and the necessary maintenance will begin immediately.

B. In order to assure the proper maintenance of the Owner's sanitary sewer system, and to ensure there will be no damage to the City's sanitary sewer system, the City of Gig Harbor shall have the right as provided below, but not the obligation, to maintain the system, if the Owner(s) fail to do so, and such failure continues for more than five (5)-days after written notice of the failure is sent to the responsible parties. However, no notice shall be required in the event that the City of Gig Harbor determines that an emergency situation exists in which damage to person or property may result if the situation is not remedied prior to the time required for notice.

C. If the City provides notice in writing, but the Owner or Owners' Association fails or refuses to perform any maintenance or operational duties as requested by the City, the City's employees, officials, agents or representatives may enter the Property and undertake the necessary maintenance, repair or operational duties to the City's satisfaction. The City's ability to enforce this provision is subject further to the City's right to impose materialmen's and/or laborer's liens and to foreclose upon any and all properties owned by the Owner(s).

D. If the City exercises its rights under this Section, then the Owner(s) or Owners' Association shall reimburse the City on demand for all reasonable and necessary expenses incurred incident thereto. In addition, the City is hereby given the right, power and authority acting in the name of the Owner's Association to exercise and enforce on behalf of the Association and at the Association's cost, the assessment of dues and charges for such costs and to enforce the Association's lien right for any assessments, dues and charges as herein specified. The City shall also be permitted to collect the costs of administration and enforcement through the lien attachment and collection process as is permitted under chapter 35.67 RCW, or any other applicable law.

E. In addition to or in lieu of the remedies listed in this Section, if the Owners or Owner's Association, after the written notice described in Section 8A above, fails or refuses to perform the necessary maintenance, repair, replacement or modifications, the City may enjoin, abate or remedy such breach or continuation of such breach by appropriate proceedings, and may bring an action against the violator for penalties under the Gig Harbor Municipal Code.

Section 9. Indemnification of City. The Owner(s) agree to defend, indemnify and hold harmless the City of Gig Harbor, its officials, officers, employees and agents, for any and all claims, demands, actions, injuries, losses, damages, costs or liabilities of any kind or amount whatsoever, whether known or unknown, foreseen or unforeseen, fixed or contingent, liquidated or unliquidated, arising from an alleged defect in the design of the sanitary sewer system as installed by the Owner(s), or arising by reason

of any omission or performance under this Agreement by the Owner(s), its successors and assigns, and/or Owners' Association, of any of the obligations hereunder.

Section 10. Rights Subject to Permits and Approvals. The rights granted herein are subject to permits and approvals granted by the City affecting the Property subject to this Easement and Maintenance Agreement.

Section 11. Terms Run with the Property. The promises, conditions, covenants and restrictions contained herein shall constitute a covenant or equitable servitude, the burden and benefit of which shall run with the land and bind successive owners with equitable or legal interests in the Property. Accordingly, by its acceptance of a deed or other instrument vesting a substantial beneficial interest in all or any lot, or other portion of the Property or the Plat in such Owner, each Owner shall covenant to be bound by all the obligations incumbent upon an Owner as set forth herein, and shall be entitled to all rights and benefits accruing to an Owner hereunder. This Agreement shall be recorded in the Pierce County Assessor's Office, and shall serve as notice to holders of after-acquired interests in the Property.

Section 12. Notice. All notices require or permitted hereunder shall be in writing and shall either be delivered in person or sent by certified U.S. Mail, return-receipt requested, and shall be deemed delivered on the sooner of actual receipt on three (3) days after deposit in the mail, postage prepaid, addressed to the City or the Owner at the addresses set forth below:

To the City:
City Engineer
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

To the Owner:
Safeway Inc., Real Estate Law
5918 Stoneridge Mall Road
Pleasanton, CA 94588

Section 13. Severability. Any invalidity, in whole or in part, of any provision of this Easement and Maintenance Agreement shall not affect the validity of any other provision.

Section 14. Waiver. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

Section 15. Governing Law, Disputes. Jurisdiction of any dispute over this Easement and Maintenance Agreement shall be solely with Pierce county Superior Court, Pierce County, Washington. This Easement and Maintenance Agreement shall

be interpreted under the laws of the State of Washington. The prevailing party in any litigation arising out of this Easement and Maintenance Agreement shall be entitled to its reasonable attorneys' fees, costs, expenses and expert witness fees.


Section 16. Integration. This Easement and Maintenance Agreement constitutes the entire agreement between the parties on this subject matter, and supersedes all prior discussions, negotiations, and all other agreements on the same subject matter, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Easement and Maintenance Agreement be executed this _____ day of _____, 200__.

THE CITY OF GIG HARBOR


OWNER

By: _____
Its Mayor

By: 
Its: ASST. VP / ASST. SECRETARY

Print Name: STEVEN J. GOUIG / DANA WALLER

APPROVED AS TO FORM:



City Attorney

ATTEST:

City Clerk

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
County of Alameda } SS.

On **January 4, 2008** before me, **Delia Nicolas Miller**, Notary Public, personally appeared **Steve Gouig** and **Dana Waller** who proved to me on the basis of satisfactory evidence to be the persons subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Delia Nicolas Miller



EXHIBIT A-1
PROPERTY LEGAL DESCRIPTION

PARCEL A:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN; THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, SOUTH 88°22'51" EAST 30 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF 30 AVENUE N.W. (POINT FOSDICK - GIG HARBOR COUNTY ROAD); THENCE ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 01°05'50" EAST 769.06 FEET TO A LINE PARALLEL WITH AND 100 FEET SOUTHERLY, MEASURED RADIALLY FROM THE REVISED A2 LINE OF SR-16, M.P. 8.34 TO M.P. 18.87, NARROWS BRIDGE TO OLYMPIC DRIVE; THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 342.26 FEET AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID PARALLEL LINE SOUTH 02°05'50" WEST 213.97 FEET; THENCE NORTH 87°54'10" WEST 135 FEET; THENCE NORTH 02°05'50" TO A LINE PARALLEL WITH AND 100 FEET SOUTHERLY, MEASURED RADIALLY FROM THE REVISED A1 LINE OF SR 16, M.P. 8.34 TO M.P. 18.87, NARROWS BRIDGE TO OLYMPIC Drive; THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING, IN PIERCE COUNTY, WASHINGTON.

PARCEL B:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN; THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER SOUTH 88°22'51" EAST 30 FEET TO A POINT ON THE EAST LINE OF 30TH AVENUE N.W., POINT FOSDICK-GIG HARBOR COUNTY ROAD; THENCE ALONG THE EAST LINE OF SAID COUNTY ROAD NORTH 02°05'50" EAST 769.06 FEET TO A LINE PARALLEL WITH AND 100 FEET SOUTHERLY, MEASURED RADIALLY FROM THE REVISED A1 LINE OF SR-16 M.P. 8.34 TO M.P. 18.87, NARROWS BRIDGE TO OLYMPIC Drive; THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 342.26 FEET; THENCE LEAVING SAID PARALLEL LINE SOUTH 02°05'50" WEST 249.68 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 87°54'10" EAST 165.00 FEET; THENCE NORTH 02°05'50" EAST 175.00 FEET; THENCE NORTH 87°54'10" WEST 165.00 FEET; THENCE SOUTH 02°05'50" WEST 175.00 FEET TO THE TRUE POINT OF BEGINNING, IN PIERCE COUNTY, WASHINGTON.

PARCEL C:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN; THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, SOUTH 88°22'51" EAST 30 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF 30 AVENUE N.W. (POINT FOSDICK-GIG HARBOR COUNTY ROAD); THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 2°05'50" EAST 179.75 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 2°05'50" EAST ALONG SAID RIGHT-OF-WAY LINE 449.31 FEET TO A POINT WHICH IS SOUTH

EXHIBIT A-2
PROPERTY LEGAL DESCRIPTION

2°05'S0" WEST 140 FEET FROM A LINE PARALLEL WITH AND 100 FEET SOUTHERLY, MEASURED RADially FROM THE REVISED A-2 LINE OF SR-16, M.P. 8.34 TO M.P. 18.87, NARROWS BRIDGE TO OLYMPIC Drive; THENCE SOUTH 87°54'10" EAST 190 FEET; THENCE NORTH 2°05'50" " EAST 20 FEET; THENCE SOUTH 87°54'10" EAST 135 FEET; THENCE SOUTH 2°05'50" WEST 35.71 FEET; THENCE SOUTH 87°54'10" EAST 165 FEET; THEN SOUTH 2°05'S0" WEST 598.60 FEET; THENCE NORTH 87°54'10" " WEST 220.00 FEET; THENCE NORTH 2°05'50" EAST 165.00 FEET; THENCE NORTH 87°54'10" WEST 270.00 FEET TO THE POINT OF BEGINNING, IN PIERCE COUNTY, WASHINGTON EXCEPT THE MOST WESTERLY 10 FEET THEREOF.

PARCEL D:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAME1TE MERIDIAN; THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, SOUTH 88°22'SI" EAST 30 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF 30 AVENUE NW. (POINT ROSDICK-GIG HARBOR COUNTY ROAD); THENCE ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 2°05'50" EAST 629.06 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 2°05'S0" EAST ALONG SAID RIGHT-OF-WAY LINE 140.00 FEET TO A LINE PARALLEL WITH AND 100 FEET SOUTHERLY, MEASURED RADially FROM THE REVISED A-2 LINE OF SR-16, M.P. 8.34 TO M.P. 18.87, NARROWS BRIDGE TO OLYMPIC DRIVE; THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 193.40 FEET; THENCE LEAVING SAID PARALLEL LINE, SOUTH 2°05'50" WEST 171.98 FEET TO A POINT WHICH BEARS SOUTH 87°54'10" EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 87°54'10" WEST 190.00 FEET TO THE TRUE POINT OF BEGINNING, IN PIERCE COUNTY, WASHINGTON EXCEPT THE MOST WESTERLY 10.00 FEET THEREOF.

PARCEL E:

BENEFICIAL RIGHTS AND EASEMENTS AS DESCRIBED IN AND DISCLOSED BY PIERCE COUNTY RECORDING NOS. 8205180144, 8403160101 AND 9501300532.

EXHIBIT B

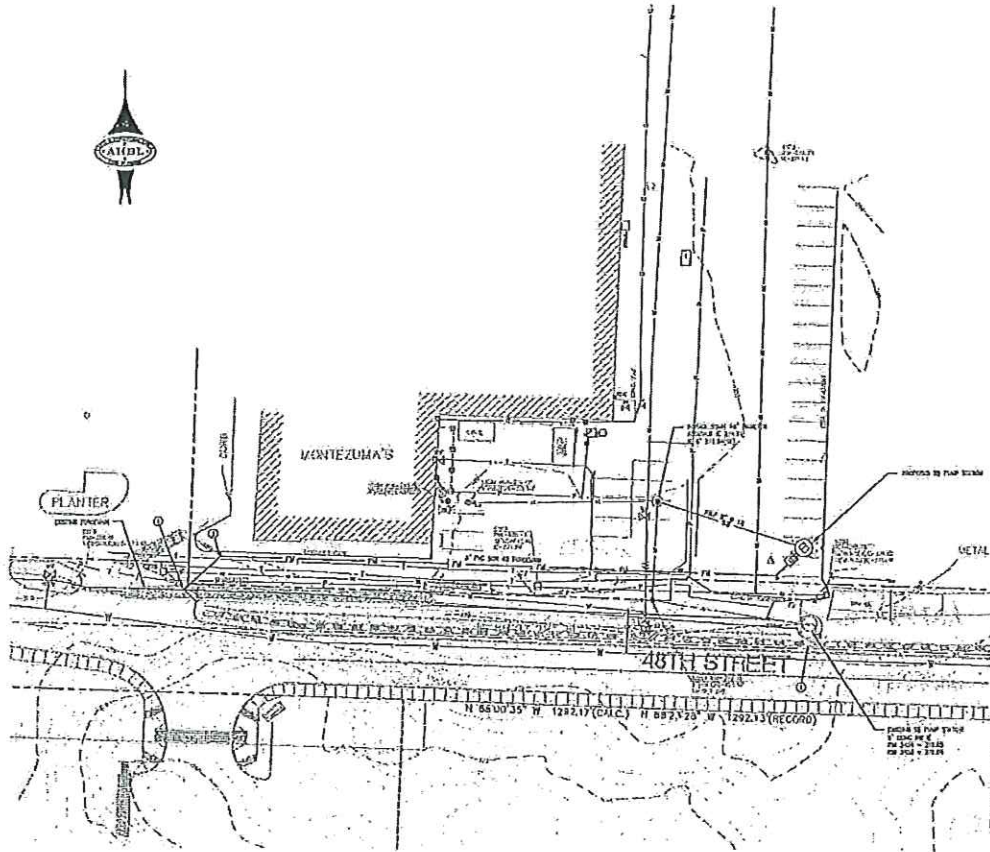


EXHIBIT C-1
EASEMENT LEGAL DESCRIPTION

PARCEL A:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN; THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, SOUTH 88°22'51" EAST 30 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF 30 AVENUE N.W. (POINT FOSDICK - GIG HARBOR COUNTY ROAD); THENCE ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 01°05'50" EAST 769.06 FEET TO A LINE PARALLEL WITH AND 100 FEET SOUTHERLY, MEASURED RADIALLY FROM THE REVISED A2 LINE OF SR-16, M.P. 8.34 TO M.P. 18.87, NARROWS BRIDGE TO OLYMPIC DRIVE; THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 342.26 FEET AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID PARALLEL LINE SOUTH 02°05'50" WEST 213.97 FEET; THENCE NORTH 87°54'10" WEST 135 FEET; THENCE NORTH 02°05'50" TO A LINE PARALLEL WITH AND 100 FEET SOUTHERLY, MEASURED RADIALLY FROM THE REVISED A1 LINE OF SR 16, M.P. 8.34 TO M.P. 18.87, NARROWS BRIDGE TO OLYMPIC Drive; THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING, IN PIERCE COUNTY, WASHINGTON.

PARCEL B:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN; THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER SOUTH 88°22'51" EAST 30 FEET TO A POINT ON THE EAST LINE OF 30TH AVENUE N.W., POINT FOSDICK-GIG HARBOR COUNTY ROAD; THENCE ALONG THE EAST LINE OF SAID COUNTY ROAD NORTH 02°05'50" EAST 769.06 FEET TO A LINE PARALLEL WITH AND 100 FEET SOUTHERLY, MEASURED RADIALLY FROM THE REVISED A1 LINE OF SR-16 M.P. 8.34 TO M.P. 18.87, NARROWS BRIDGE TO OLYMPIC Drive; THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 342.26 FEET; THENCE LEAVING SAID PARALLEL LINE SOUTH 02°05'50" WEST 249.68 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 87°54'10" EAST 165.00 FEET; THENCE NORTH 02°05'50" EAST 175.00 FEET; THENCE NORTH 87°54'10" WEST 165.00 FEET; THENCE SOUTH 02°05'50" WEST 175.00 FEET TO THE TRUE POINT OF BEGINNING, IN PIERCE COUNTY, WASHINGTON.

PARCEL C:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN; THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, SOUTH 88°22'51" EAST 30 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF 30 AVENUE N.W. (POINT FOSDICK-GIG HARBOR COUNTY ROAD); THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 2°05'50" EAST 179.75 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 2°05'50" EAST ALONG SAID RIGHT-OF-WAY LINE 449.31 FEET TO A POINT WHICH IS SOUTH

EXHIBIT C-2
EASEMENT LEGAL DESCRIPTION

2°05'50" WEST 140 FEET FROM A LINE PARALLEL WITH AND 100 FEET SOUTHERLY, MEASURED RADially FROM THE REVISED A-2 LINE OF SR-16, M.P. 8.34 TO M.P. 18.87, NARROWS BRIDGE TO OLYMPIC Drive; THENCE SOUTH 87°54'10" EAST 190 FEET; THENCE NORTH 2°05'50" EAST 20 FEET; THENCE SOUTH 87°54'10" EAST 135 FEET; THENCE SOUTH 2°05'50" WEST 35.71 FEET; THENCE SOUTH 87°54'10" EAST 165 FEET; THEN SOUTH 2°05'50" WEST 598.60 FEET; THENCE NORTH 87°54'10" WEST 220.00 FEET; THENCE NORTH 2°05'50" EAST 165.00 FEET; THENCE NORTH 87°54'10" WEST 270.00 FEET TO THE POINT OF BEGINNING, IN PIERCE COUNTY, WASHINGTON EXCEPT THE MOST WESTERLY 10 FEET THEREOF.

PARCEL D:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN; THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, SOUTH 88°22'S1" EAST 30 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF 30 AVENUE NW. (POINT ROSDICK-GIG HARBOR COUNTY ROAD); THENCE ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 2°05'50" EAST 629.06 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 2°05'50" EAST ALONG SAID RIGHT-OF-WAY LINE 140.00 FEET TO A LINE PARALLEL WITH AND 100 FEET SOUTHERLY, MEASURED RADially FROM THE REVISED A-2 LINE OF SR-16, M.P. 8.34 TO M.P. 18.87, NARROWS BRIDGE TO OLYMPIC DRIVE; THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 193.40 FEET; THENCE LEAVING SAID PARALLEL LINE, SOUTH 2°05'50" WEST 171.98 FEET TO A POINT WHICH BEARS SOUTH 87°54'10" EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 87°54'10" WEST 190.00 FEET TO THE TRUE POINT OF BEGINNING, IN PIERCE COUNTY, WASHINGTON EXCEPT THE MOST WESTERLY 10.00 FEET THEREOF.

PARCEL E:

BENEFICIAL RIGHTS AND EASEMENTS AS DESCRIBED IN AND DISCLOSED BY PIERCE COUNTY RECORDING NOS. 8205180144, 8403160101 AND 9501300532.



Subject: Right-Of-Way Easement Agreement for Mallards Landing Lot 4 project (CSP-0714) Wagner Way Traffic Signal

Proposed Council Action: Approve the Right-Of-Way Easement Agreement as presented.

Dept. Origin: Engineering Division

Prepared by: Willy Hendrickson *WHD*
Engineering Technician

For Agenda of: February 11, 2008

Exhibits: Right-Of- Way Easement Agreement

Concurred by Mayor:

Approved by City Administrator: *PSK 2/6*

Approved as to form by City Atty: *CAM 2/5/08*

Approved by Finance Director: *N/A*

Approved by Department Head: *Jane 2/9/08*

Initial & Date

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

As a condition of approval of the Wagner Way Traffic Signal project, a Right-Of –Way Easement Agreement is required dedicating to the City a 3-ft. wide by approximately 40-ft. long piece of land for the purpose of a road easement within the northeastern property corner of parcel number 4002010040 currently owned by Talmo, Inc.

The City’s standard Right-Of-Way Easement Agreement has been reviewed and approved by City Attorney, Carol Morris.

City Council approval of the Right-Of-Way Easement Agreement is requested.

FISCAL CONSIDERATIONS

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

RECOMMENDATION / MOTION

Move to: Approve the Right-Of-Way Easement Agreement as presented.

AFTER RECORDING RETURN TO:

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

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

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

Right-Of-Way Easement Agreement – Mallards Landing Lot 4

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

Talmo, Inc.

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

City of Gig Harbor

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

Section 07 Township 21 Range 02 Quarter 44

Assessor's Property Tax Parcel or Account Number: 4002010040

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

RIGHT-OF-WAY EASEMENT AGREEMENT – MALLARDS LANDING LOT 4

THIS INSTRUMENT, executed this date by and between the City of Gig Harbor, a Washington municipal corporation (the "City" herein), and Talmo Inc. a Corporation organized under the laws of the State of Washington whose mailing address is 6626 Wagner Way, Gig Harbor Wa 98335 (P.O. Box 492), as the owners of the within-described property (the "Owners" herein):

WITNESSETH:

WHEREAS, Owners own a fee simple and/or have a substantial beneficial interest in the following real property, commonly known as 6626 Wagner Way, Gig Harbor Washington 98335, and legally described in **Exhibit A** attached hereto and incorporated herein by the reference;

WHEREAS, the City desires an easement for the purpose of monitoring, inspecting, maintaining, operating, improving, repairing, constructing, and reconstructing a traffic signal;

NOW, THEREFORE, the parties hereto agree as follows:

In consideration of one dollar (\$1.00), receipt of which is hereby acknowledged, Owners hereby convey and warrant to the City, a perpetual, nonexclusive easement, under, over, through and across the Property, for the purposes of monitoring, inspecting, maintaining, improving, repairing, constructing, and reconstructing a traffic signal, which Easement (the "Easement" herein) is legally described in **Exhibit B** attached hereto and as shown on the Easement Location Map attached hereto as **Exhibit C** incorporated herein;

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

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

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

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

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

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

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

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

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

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

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

8. **Severability.** If any of the provisions contained in this Easement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.


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

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

THE CITY OF GIG HARBOR

By: _____
Its Mayor


OWNER

By: 
Its: PRESIDENT-TALM G, INC.
Print Name: JAMES O. TALLMAN

ATTEST:

City Clerk

APPROVED AS TO FORM:

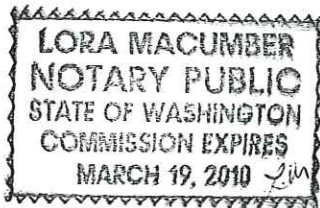


City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that James D. Tallman 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 Talmo, Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 12/19/07



Lora Macumber
Notary Public in and for the
State of Washington,
Title: Notary
My appointment expires: 3/19/2010

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

I certify that I know or have satisfactory evidence that Charles L. Hunter is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of 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,
Title: _____
My appointment expires: _____

**EXHIBIT A
PROPERTY LEGAL DESCRIPTION**

LOT 4 OF MALLARD'S LANDING, AS PER PLAT RECORDED MARCH 16 2001
UNDER RECORDING NO. 200103265002, RECORDS OF PIERCE COUNTY
AUDITOR.

SITUATE IN THE CITY OF GIG HARBOR, COUNTY OF PIERCE, STATE OF
WASHINGTON

**EXHIBIT B
EASEMENT LEGAL DESCRIPTION**

A PORTION OF PARCEL NO. 4002010040 THAT ABUTTS THE RIGHT OF WAYS OF THE INTERSECTION OF WOLLOCHET DRIVE AND WAGNER WAY AS DESCRIBED IN THE PLAT OF MALLARDS LANDING A.F.N. 200103265002, WHOSE SOUTHEAST PROPERTY CORNER BEING THE "POINT OF BEGINNING", THENCE N39°51'02"E A DISTANCE OF 201.51', THENCE ALONG A CURVE WHOSE RADIUS IS 25.00' AND WHOSE LENGTH IS 5.61' AND WHOSE ANGLE IS 12°52'05" AND WHOSE TANGENT IS 2.82' TO A POINT BEING THE "TRUE POINT OF BEGINNING", THENCE ALONG A CURVE WHOSE RADIUS IS 25.00' AND WHOSE LENGTH IS 31.03' AND WHOSE ANGLE 71°06'47" AND WHOSE TANGENT IS 17.87', THENCE ALONG A CURVE WHOSE RADIUS IS 507.50' AND WHOSE LENGTH IS 7.80' AND WHOSE ANGLE IS 0°52'49" AND WHOSE TANGENT IS 3.90', THENCE S46°44'59"W A DISTANCE OF 3.00', THENCE ALONG A CURVE WHOSE RADIUS IS 510.50 AND WHOSE LENGTH IS 7.84' AND WHOSE ANGLE IS 0°52'49" AND WHOSE TANGENT IS 3.92', THENCE ALONG A CURVE WHOSE RADIUS IS 22.00' AND WHOSE LENGTH IS 27.31' AND WHOSE ANGLE IS 71°06'47" AND WHOSE TANGENT IS 15.73', THENCE S63°01'02" A DISTANCE OF 3.00', AND RETURNING TO THE "TRUE POINT OF BEGINNING"



Subject: Second Reading of Ordinance – Allowance of Nonconforming Residential Structures in “R-2” Districts to be Reconstructed if Accidentally Destroyed.

Proposed Council Action: Approve Ordinance.

Dept. Origin: Community Development

Prepared by: Tom Dolan *Tom*
Planning Director

For Agenda of: February 11, 2008

Exhibits: Draft Ordinance

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial & Date

PKK
CAM 2/5/08

N/A

TD 2/5/08

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

The Planning Commission and City Council have been contacted by the owners of nonconforming triplexes within the “R-2” District who are concerned that the existing nonconforming use regulations do not allow such structures to be rebuilt if they are accidentally destroyed. As a result, the owners of these nonconforming structures have found it difficult to obtain insurance and to obtain mortgages. The proposed amendments would allow the owners of nonconforming residential structures within “R-2” Districts to rebuild if the structures are accidentally destroyed.

Staff has also identified two other issues with the existing nonconforming use regulations that should also be addressed. First, is a clarification that if the owner of a nonconforming structure intentionally destroys the structure, the building cannot be replaced unless it meets all zoning requirements. Second, is the development of a specific hearing examiner process to allow the change from one nonconforming use to another.

ENVIRONMENTAL ANALYSIS

The City’s SEPA Responsible Official issued a DNS for the proposed amendments on December 21, 2007 pursuant to WAC 197-11-340.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

The Planning and Building Committee has discussed this issue and initially felt that the text amendment could be considered directly by the City Council without Planning Commission review. However, the Planning Commission expressed concern that there may be additional issues associated with the nonconforming use section of the code and a comprehensive review by the Commission was appropriate. In recognition of the issues facing the owners of nonconforming residential structures in the "R-2" District, the Planning and Building Committee did feel it was appropriate to ask the full Council to consider an interim ordinance to address the current problem. The proposed ordinance directs the Planning Commission to review this issue and report their findings to the City Council by July 1, 2008. The Planning Commission has already discussed this ordinance and it is anticipated that the Commission will conduct a public hearing on the matter in April.

RECOMMENDATION / MOTION

Move to: Staff recommends that Council approve the ordinance.

ORDINANCE NO. 1122

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO RESIDENTIAL NONCONFORMING USES AND STRUCTURES IN THE R-2 ZONING DISTRICT, ALLOWING RECONSTRUCTION OF ACCIDENTIALLY DESTROYED NONCONFORMING RESIDENTIAL STRUCTURES IN THE R-2 ZONE BUT ONLY TO THE SAME OR SMALLER DIMENSIONS AND AS LONG AS SUCH RECONSTRUCTION OCCURRED WITHIN ONE YEAR OF THE DESTRUCTION, DIRECTING THE PLANNING COMMISSION TO ADDRESS POSSIBLE CHANGES TO CHAPTER 17.68 OF THE GIG HARBOR MUNICIPAL CODE WITHIN THE NEXT YEAR; ADDING NEW SECTIONS 17.68.035 AND 17.68.038 AND 17.68.045, AMENDING SECTION 17.68.040 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the Gig Harbor City Council directed City staff to consider whether an amendment to chapter 17.68 GHMC was necessary, in light of the potential for elimination of existing housing after destruction of residential structures in the R-2 zone; and

WHEREAS, several nonconforming residential structures in the R-2 zoning district provide needed housing; and

WHEREAS, a recent request for a code interpretation brought to light ambiguity in GHMC Section 17.68.040, which allows reconstruction of a nonconforming structure if it is destroyed by “any means;” and

WHEREAS, the City Council acknowledges that this issue must be addressed in all zones with existing residential housing, but believes that an amendment to the code relating to existing residential housing in the R-2 zone should be considered without delay, because several existing property owners have indicated that they are currently unable to obtain homeowner’s insurance

and/or refinance, because their properties are currently nonconforming uses and/or structures; and

WHEREAS, additional changes need to be made to the language in GHMC Section 17.68.040, so that a nonconforming structure may not be intentionally destroyed and then reconstructed to its original dimensions; and

WHEREAS, further changes need to be made to GHMC Section 17.68.040(C), because reference is made to a procedure whereby the hearing examiner makes a decision to allow a change in one nonconforming use to another, without a public hearing, and the City's permit processing procedures do not allow the hearing examiner to make any decisions without holding a public hearing; and

WHEREAS, the City's SEPA Responsible Official issued a threshold Determination of Nonsignificance (DNS) for this Ordinance on December 21, 2007,; and

WHEREAS, on December 3, 2007, a copy of this Ordinance was sent to the Washington Department of Construction, Trade and Economic Development, pursuant to RCW 36.70A.106(1); and

WHEREAS, the City Council held a public hearing and considered this Ordinance during its regular City Council meetings of January 28th and February 11th 2008; and

WHEREAS, on February 11, 2008, the City Council adopted this Ordinance during a regular City Council meeting; Now, therefore;

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

Section 1. A new Section 17.68.035 of the Gig Harbor Municipal Code is hereby added to the Gig Harbor Municipal Code, to read as follows:

17.68.035 Nonconforming residential uses of land in R-2 Zones.

When, before the effective date of the adoption or an amendment of the applicable regulations, a lawful residential use of land existed in a Medium Density Residential zone (“R-2”) that would not be permitted by the regulations thereafter imposed by chapter 17.01 GHMC or amendments thereof, the residential use may be continued so long as it remains otherwise lawful, and it shall be deemed a nonconforming use; provided, however, that:

A. Enlargement Prohibited. No such nonconforming residential use shall be enlarged in size or increased in size or extended to occupy a greater area of land than was occupied at the effective date of the adoption of an amendment of such applicable regulations.

B. Movement of Uses. No such residential nonconforming use shall be moved, in whole or in part, to any portion of the lot or parcel other than that occupied by such use at the effective date of the adoption or an amendment of such applicable regulations.

C. Destruction and Discontinuance. If any such residential nonconforming use of land is discontinued for any reason for a period of more than one year, any subsequent use of land shall conform to the regulations specified by this title for the district in which such land is located. A nonconforming use that is damaged by fire, act of nature or other causes beyond the control of the owners may be resumed, as long as the use is not discontinued longer than one year. Any structure occupied by a nonconforming use that is unintentionally destroyed may only be reconstructed to the same or smaller configuration existing immediately prior to the time the structure was damaged or destroyed. The reconstruction shall comply with all applicable building codes in force at the time of replacement. “Discontinued is defined in GHMC Section 17.68.038.

Section 2. A new Section 17.68.038 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.68.038 Discontinuance of nonconforming structures and uses.

A. A use is considered discontinued when:

1. A permit to change the use of the lot or structure was issued and acted upon;
2. The structure, or a portion of the structure is not being used for the use allowed by the most recent permit;
3. The structure is vacant, or the portion of the structure formerly occupied by the nonconforming use is vacant. The use of the structure shall be considered discontinued even if materials from the former use remain or are stored on the property. A multi-family structure with one or more vacant dwelling units is not considered vacant and the use is not considered to be discontinued unless all units in the structure are vacant.
4. If a complete application for a permit that would allow the nonconforming use to continue, or that would authorize a change to another nonconforming use has been submitted before the structure has been vacant for twelve (12) consecutive months, the nonconforming use shall not be considered discontinued unless the permit lapses or the permit is denied. If the permit is denied, the nonconforming use may be reestablished after all appeals are exhausted, if the City's denial is reversed.

Section 3. Section 17.68.040 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.68.040 Nonconforming Structures.

When a lawful structure existed on the effective date of the adoption or an amendment of the applicable regulations and could not be built under the terms of the current regulations set forth in GHMC Title 17, or amendments thereof, by reason of the restrictions on area, lot size or dimension, coverage, height, yards and the location on the lot or other requirements concerning the structure, such structure may be continued as a nonconforming

structure so long as it remains otherwise lawful and shall be subject to the following provisions:

A. No such nonconforming structure may be altered in any way that increases its nonconformity respective to bulk or dimensional standards in effect, but any structure or portion thereof may be altered to decrease its nonconformity;

~~B. Should such nonconforming structure or nonconforming portion of a structure be damaged to less than 50 percent of its replacement cost by any means it may be replaced to its original dimensions, and this shall occur within one year of the time of damage or not at all. The reconstruction shall comply with all applicable building codes in force at the time of the replacement, and GHMC 17.68.090.~~

A nonconforming structure that is damaged by fire, act of nature or other causes beyond the control of the owners may be reconstructed as long as it is not discontinued for more than twelve consecutive months. Any such structure that is unintentionally destroyed shall be reconstructed to the same or smaller configuration existing immediately prior to the time the structure was damaged or destroyed. The reconstruction shall comply with all applicable building codes in force at the time of replacement. “Discontinued” is defined in GHMC Section 17.68.038; and

~~C. If no structural alterations are made, any nonconforming use of a structure and premises may be changed to another nonconforming use, after approval by the hearing examiner; and provided that the hearing examiner finds that the proposed use is more appropriate for the district than the existing nonconforming use, and in permitting such a change, the hearing examiner may require appropriate conditions and safeguards, and these conditions and safeguards may be made without a public hearing;~~

~~D. Any structure and premises in or on which a nonconforming use is superseded by a permitted use shall thereafter conform to the use regulations for the district in which they are located and the nonconforming use may not thereafter be resumed; and~~

~~C. E.~~ When a nonconforming use of a structure and premises is discontinued or abandoned for one year, the structure and premises shall not thereafter be used except in conformity with the regulations of the district in which it is located; and

F. D. When a structure and premises have a nonconforming use status, the removal or intentional destruction of the structure shall eliminate the nonconforming status. ~~and~~ Removal and intentional destruction for the purposes of this subsection is defined as damage causing loss value greater than 50 percent of the replacement cost at the time of destruction or removal.

Section 3. A new Section 17.68.045 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.68.045 Changes from one nonconforming use to another.

A.. If no structural alterations are made, any nonconforming use of a structure and premises may be changed to another nonconforming use, under the procedures established in Title 19GHMC for a Type III project permit application. In order to approve such new nonconforming use, the hearing examiner must find that the proposed use is more appropriate for the district than the existing nonconforming use. The hearing examiner may also require that appropriate conditions and safeguards be imposed on the change from one nonconforming use to another.

B. Any structure and premises in or on which a nonconforming use is superseded by a permitted use shall thereafter conform to the use regulations for the district in which they are located and the nonconforming use may not thereafter be resumed.

Section 4. Planning Commission Direction. The City Council hereby directs the Planning Commission to include a review of chapter 17.68 GHMC on their list of projects for the year 2008, and to provide the City Council a report on their review by July 1, 2008.

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

constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 6. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this 11th day of February, 2008.

CITY OF GIG HARBOR

Derek Young, Mayor Pro Tem

ATTEST/AUTHENTICATED:

Molly Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Carol A. Morris, City Attorney

FILED WITH THE CITY CLERK: 01/23/08
PASSED BY THE CITY COUNCIL: 02/11/08
PUBLISHED: 02/20/08
EFFECTIVE DATE: 02/25/08
ORDINANCE NO: 1122



**Subject: Purchase and Sale Agreement
- Rohwer Property**

Proposed Council Action:

Authorize the Purchase and Sale Agreement in the amount of \$360,000, contingent upon the appraisal and Phase 1 Environmental Assessment findings

Dept. Origin: Public Works Department

Prepared by: David Brereton, Interim Public Works Director *DB*

For Agenda of: February 11, 2008

Exhibits: Purchase and Sale Agreement
Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: *DBK* _____

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head: *DB* 2/7/08

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

INFORMATION / BACKGROUND

Council directed staff to proceed with a Purchase and Sale Agreement for the property commonly known as the Miller property at 9702 Crescent Valley Drive next to the BMX Bike Track. As a condition of the Purchase and Sale Agreement, the city will obtain an appraisal and Phase 1 Environmental Assessment.

FISCAL CONSIDERATION

The city has negotiated a cash offer to purchase the property for \$360,000.00, contingent upon the appraisal and Phase 1 Environmental Assessment findings.

BOARD OR COMMITTEE RECOMMENDATION

Council requested action. Carol Morris, City Attorney has drafted the Purchase and Sale Agreement.

RECOMMENDATION / MOTION

Move to: Authorize the Purchase and Sale Agreement in the amount of \$360,000.00, contingent upon the appraisal and Phase 1 Environmental Assessment findings.

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT hereinafter the "Agreement"), is entered into this ____ day of February, 2008, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "Purchaser" or "City") and Rick and Heidi Rohwer, husband and wife, (hereinafter the "Seller");

WHEREAS, Seller is the owner of that certain real property located at 9702 Crescent Valley Drive NW, in Gig Harbor, Washington, more particularly described in Exhibit A, attached hereto and made a part hereof by this reference (the 'Property'); and

WHEREAS, the Seller desires to sell the property upon the terms and conditions set forth herein; and

NOW, THEREFORE, for and in consideration of Ten Dollars and no cents (\$10.00), the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Purchase and Sale of the Property, Purchase Price and Manner of Payment for the Property.** Upon the terms and conditions hereinafter set forth, Seller agrees to sell and Purchaser agrees to purchase the Property described in Exhibit A, together with all improvements, appurtenances, rights, licenses, privileges, easements and all of Seller's right, title and interest in and to any street or road abutting the Property, if any.

The total purchase price for the Property (the "Purchase Price") shall be Three Hundred Sixty Thousand Dollars and No Cents (\$360,000.00). The Purchaser shall not be required to pay an earnest money. Any prorations as determined in Section 5 herein shall be reflected in the amount paid to the Seller at Closing.

2. **Closing of Property.**

2.1 **Closing Date for Property.** The Closing Date for the purchase and sale of the Property shall be held no later than May 12, 2008, in the office of the Escrow Agent. In the event that this sale cannot be closed by the date provided herein due to the unavailability of either party, the Escrow Agent, or financing institution to sign any necessary document, or to deposit any necessary money, because of the interruption of available transport, strikes, fire, flood, or extreme weather, governmental relations, incapacitating illness, acts of God, or other similar occurrences, the Closing Date shall be extended seven (7) days beyond cessation of such condition, but in no event more than fourteen (14) days beyond the Closing as provided herein without the written

agreement of the parties. The Purchaser and the Seller may agree in writing to extend the Closing Date at any time.

2.2 **Deliveries at Closing.** At Closing, Seller shall convey to Purchaser good and marketable fee simple title to the Property and all improvements thereon, by statutory warranty deed (the "Deed"), duly executed and in recordable form and insurable as such by Chicago Title Company, Tacoma, Washington, on an ALTA form B Owner's form of title insurance policy, or if Purchaser so desires and pays any additional premium, an ALTA Extended Policy (the "Title Policy"). Title to the Property shall be conveyed by Seller to Purchaser free of all liens, leases and encumbrances other than the Permitted Exceptions, as defined in Section 9 hereof: Seller shall deliver to Purchaser at Closing the following documents (all of which shall be duly executed and acknowledged where required and, unless otherwise agreed, deposited with the Escrow Agent): (a) the Deed; (b) the Title Policy, or the irrevocable commitment of the title insurer in writing to Purchaser to deliver same in a form satisfactory to Purchaser; (c) such other documents, if any, as may be reasonably requested by the Purchaser to enable the Purchaser to consummate and close the transactions contemplated by this Agreement pursuant to the terms and provisions and subject to the limitations hereof.

3. **Possession and Use.** Possession of the Property shall be delivered by Seller to Purchaser at the Closing.

4. **Closing Costs Relating to the Property.** Title insurance premiums, loan fees and all other costs or expenses of escrow shall be paid as follows: (a) the full cost of securing the title insurance policy for Purchaser referred to herein shall be paid by the Sellers; (b) the cost of recording the Deed to Purchaser shall be paid by the Sellers; (c) the escrow fee will be paid ½ by the Seller and ½ by the Purchaser; (d) all other expenses shall be paid by the Purchaser. Encumbrances to be discharged by Seller to provide clear title or to correct any condition noted on a hazardous materials inspection report for the Property shall not be expenses of escrow.

5. **Prorations.** The following items shall be prorated between Purchaser and Seller as of midnight the day immediately preceding the Closing Date; such prorations favoring Purchaser shall be credited against the Purchase Price payable by Purchaser at Closing and such prorations favoring Seller shall be payable by Purchaser at Closing in addition to the cash portion of the Purchase Price payable by Purchaser at Closing:

5.1 Any applicable city, state and county ad valorem taxes for the calendar year of Closing based on the ad valorem tax bill for the Property, if then available, for such year, or if not, then on the basis of the ad valorem tax bill for the Property for the immediately preceding year. Taxes for all years prior to the calendar year of Closing shall be paid by Seller at or prior to Closing;

5.2 Utility charges, including water, telephone, cable television, garbage, storm drainage, sewer, electricity and gas, and maintenance charges, if any, for sewers. In conjunction with such prorations, Purchaser will notify, or cause to be notified, all utilities servicing the Property of the change of ownership and direct that all future billings be made to Seller (as Lessee under the Lease to be executed at the time of Closing) at the address of the Property, with no interruption of service. Purchaser shall use its best efforts to procure final meter readings for all utilities as of the Closing Date and to have such bills rendered directly to Seller. Any utility deposits previously paid by Seller shall remain the property of Seller, and to the extent necessary for Seller to receive such payments, Purchaser shall pay over such amounts to Seller at Closing and take assignment of such deposits;

5.3 Said prorations shall be based on the actual number of days in each month and twelve (12) months in each calendar year. Any post closing adjustment due either party shall be promptly made;

5.4 The parties shall reasonably agree on a final prorations schedule prior to Closing and shall deliver the same to Escrow Agent. Based in part on the prorations statement, Escrow Agent shall deliver to each party at the Closing, a closing statement containing a summary of all funds, expenses and prorations passing through escrow.

6. Conditions Precedent to Purchaser's Obligation to Close.

6.1 Purchaser's obligation to acquire the Property shall be conditioned upon the satisfaction, or waiver by Purchaser of the following conditions: (a) approval of this Agreement by the Gig Harbor City Council; (b) inspection by the City for Hazardous Substances, receipt and approval by the Gig Harbor City Council of all environmental and Hazardous Substances reports from the City's Consultant; (c) the City Council's approval of an appraisal commissioned and paid for as provided herein; (d) after the City Council's receipt and approval of the Hazardous Substances report and the appraisal, the City Council's discretionary decision to proceed with the sale for the Purchase Price set forth in Section 1 herein; (e) completion by Seller of all deliveries required of Seller prior to the Property Closing; (f) that there has been no breach by Seller of any of the warranties and/or covenants of this Agreement; and (g) a review of the solvency of Seller under paragraph 8.2.3.

6.2 Once the appraisal and Hazardous Substances Report is received by the Purchaser, the City Council shall consider whether this Agreement should be amended as to the Purchase Price. If the City Council does not choose to amend the Agreement as to the purchase price and desires to proceed with the purchase, the Purchaser shall immediately notify the Seller and the parties shall

proceed to Closing. If the City Council chooses to amend the purchase price, the Purchaser shall notify the Seller. If the Seller is unwilling to amend the purchase price as proposed by the Purchaser, then this Agreement shall terminate, and neither party shall have any further obligation to the other party. If the Seller is willing to amend the purchase price as proposed by the Purchaser, then the Seller shall notify the Purchaser, and the parties shall proceed to Closing.

6.3 If the City Council, in its sole discretion, determines that the contingencies in 6.1 have not been met, the Purchaser shall notify Seller that this Agreement is terminated, and neither party shall have any further obligation hereunder.

7. Seller's Covenants.

7.1 Right of Inspection. At all times prior to Closing, Seller shall (a) permit Purchaser and such persons as Purchaser may designate to undertake such investigations and inspections of the Property and the structure on the Property (including, without limitation, physical invasive testing) as Purchaser may in good faith require to inform itself of the condition or operation of the Property and (b) provide Purchaser with complete access to Seller's files, books and records relating to the ownership and operation of the Property, including, without limitation, contracts, permits and licenses, zoning information, during regular business hours upon reasonable advance notice. Seller agrees to cooperate in connection with the foregoing and agrees that Purchaser, its agents, employees, representatives or contractors shall be provided promptly upon request such information as shall be reasonably necessary to examine the Property and the condition thereof:

7.2 Encumbrances. The Property has been leased to Phil Schaaf, subject to the lease attached hereto as Exhibit B. This is a month-to-month lease, and the Seller agrees to terminate the lease as provided by the lease and applicable law, so that the Purchaser will have possession of the entire Property at Closing. The Purchaser and Seller agree that the Purchaser shall have no obligations under the lease, and that the Seller shall indemnify and hold the Purchaser harmless for any liability, loss, damage, claims, suits, awards, attorneys' fees or any other costs of any kind relating to the lease.

At no time prior to Closing shall Seller encumber the Property or any portion thereof with encumbrances, liens or other claims or rights (except such as may exist as of the date hereof) unless (a) such encumbrances are necessary and unavoidable, in the reasonable business judgment of Seller, for the conduct of Seller's use of the Property (which in no case shall include mortgages, deeds of trust or other voluntary security interests), (b) Seller discloses the same to

Purchaser in writing and (c) Seller covenants to remove (and does remove) the same prior to Closing. Seller agrees to provide Purchaser evidence of lien releases in connection with any liens on the Property prior to the Closing Date.

7.3 Material Changes. Seller shall: (a) promptly notify Purchaser of the occurrence of any fact, circumstance, condition or event that would cause any of the representations made by Seller in this Agreement no longer to be true or accurate and (b) deliver to Purchaser any notices of violation of law received by Seller prior to Closing.

7.4 Additional Improvements. Seller shall not enter into any agreements regarding additional improvements to be made to the Property following the Effective Date and prior to Closing, without the prior approval from Purchaser.

7.5 Compliance with Applicable Law. Seller agrees that it will not permit or cause, as a result of any intentional or unintentional act or omission on the Seller's part, or on the part of any agent of the Seller, or any third party, any release or further release of Hazardous Substances on the Property.

8. **Seller's Environmental Indemnify, Representations and Warranties**. Seller hereby represents and warrants to Purchaser as follows:

8.1 Title to Property. Seller owns fee simple title to the Property, free and clear of all restrictions, liens, easements, mortgages, covenants, exceptions and restrictions of any kind, Uniform Commercial Code financing statements, security interests, and other encumbrances, except for the Permitted Exceptions (as described in Section 9).

8.2 Hazardous Substances on the Property.

8.2.1. Definitions. (a) "Hazardous Substances" means any hazardous, toxic or dangerous substance, waste or materials that are regulated under any federal, state or local law pertaining to environmental protection, contamination remediation or liability. The term includes, without limitation, (i) any substances designated a "Hazardous Substance" under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), the Model Toxics Control Act (Chapter 70.105D RCW), the Hazardous Waste Management Act (Chapter 70.105 RCW), and regulations promulgated there under, as these statutes and regulations shall be amended from time to time, and (ii) any substances that, after being released into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the

environment or indirectly by ingestion through the food chain, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer and/or genetic abnormalities in humans, plants or animals. For the purposes of this definition, the term "Hazardous Substances" includes, but is not limited to, petroleum chemicals, asbestos-containing material and lead paint. (b) "Release" means any intentional or unintentional entry of any hazardous substance into the environment, including but not limited to, air, soils, surface water and ground water.

8.2.2. Hold Harmless, Defense and Indemnity. From and after the date of Closing, the Seller shall, to the maximum extent permitted under law, indemnify, defend, and hold the Purchaser, its officers, officials, employees, agents and assigns, harmless from and against any and all suits, actions, causes of action, legal or administrative proceedings, claims, demands, fines, punitive damages, losses, costs, liabilities and expenses, including attorney's fees, in any way arising out of or connected with the known or unknown physical or environmental condition of the Property (including, without limitation, any contamination in, on, under or adjacent to the Property by any Hazardous or Toxic substance or material), or any federal, state or local law, ordinance, rule or regulation applicable thereto, including, without limitation, the Model Toxics Act (ch. 70.105D RCW) and the Comprehensive Environmental Response, Compensation and Liability Act. The foregoing shall include all conditions existing or arising prior to, on or after the date of Closing, and all conditions and Hazardous Substances or toxic substances or materials at, under, released or emanating from the Property. It is the express intent of the parties that after the date of Closing, the Purchaser shall have no liability whatsoever for any environmental conditions at the Property, including, without limitation, those portions of the Property that are submerged as of the date of Closing, and that the Seller shall retain such liability. Notwithstanding the foregoing, the indemnification, defense, and hold harmless granted to Purchaser herein shall not apply to any physical or environmental condition caused by the Purchaser after the date of Closing.

8.2.3 Proof of Financial Solvency. At the time of Closing the Sellers shall provide proof of financial solvency and capability to provide a reliable indemnification, defense, and hold harmless, as required by this Agreement to Purchaser's sole satisfaction.

8.2.4. Violations. Seller has not received any notice of and is not aware of any actual or alleged violation with respect to the Property of any

federal, state or local statute, ordinance, rule, regulation or other law pertaining to Hazardous Substances and no action or proceeding is pending before or appealable from any court, quasi-judicial or administrative agency relating to Hazardous Substances emanating from, cause by or affecting the Property.

8.2.5. Underground Storage Tanks. To the best of Seller's knowledge, warrants that the Property contains no underground storage tanks for the storage of fuel oil, gasoline, and/or other petroleum products, Hazardous Substances, or byproducts.

8.2.6. No Assessments. No assessments have been made against the Property that are unpaid, whether or not they have become liens.

8.2.7. Boundary Lines of Property. To the best of Seller's knowledge, the improvements on the Property are located entirely within the boundary lines of the Property, and to the best of Seller's knowledge there are no disputes concerning the location of the lines and corners of the Property.

8.2.8 Litigation. Seller has no actual knowledge of any, and there is no actual or pending litigation or proceeding by any organization, person, individual or governmental agency against Seller with respect to the Properties or against the Properties. There are no outstanding claims on Seller's insurance policies, which relate to the Property. Seller has not received any notice of any claim of noncompliance with any laws, from any governmental body or any agency, or subdivision thereof bearing on the construction of the Improvements, the landscaping or the operation, ownership or use of the Property.

8.2.9 Authorization. Seller has the full right and authority to enter into this Agreement and consummate the sale, transfers and assignments contemplated herein; and each of the persons signing this Agreement and any other document or instrument contemplated hereby on behalf of Seller is authorized to do so. All of the documents executed by Seller which are to be delivered to Purchaser at Closing are and at the time of Closing will be duly authorized, executed, and delivered by Seller, are and at the time of Closing will be legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms.

8.2.10 Liens. All expenses in connection with the construction of the Property and any reconstruction and repair of the Property have been fully paid, such that there is no possibility of any mechanics' or

materialmen's liens being asserted or filed in the future against the Property in respect of activities undertaken prior to Closing.

8.2.11 Defects. Seller has not failed to disclose in full any physical defect or condition of disrepair whether concealed or visible, with respect to the Property of which Seller has knowledge.

8.2.12 True and Accurate Representations. No representation or warranty of Seller included in this Agreement contains or at Closing will contain an untrue statement of material fact, or omits or at Closing will omit to state a material fact necessary to make the statements and facts contained therein not misleading. If any event or circumstance occurs which renders any of Seller's representations or warranties herein untrue or inaccurate in any material respect, then Seller shall notify Purchaser of the event or circumstance when Seller becomes aware of it.

Seller will refrain from taking any action, which would cause any of the foregoing representations and warranties to become incorrect or untrue at anytime prior to the date of Closing. At the Closing, Seller shall reaffirm and restate such representations and warranties, subject to disclosure of any changes in facts or circumstances, which may have occurred since the date hereof. Such restated representations and warranties shall survive the Closing. If any change in any foregoing representation is a material change, and Seller does not elect to cure all such material changes prior to Closing then notwithstanding anything herein to the contrary, Purchaser, at its sole option, may either (a) close and consummate the acquisition of the Property pursuant to this Agreement, reserving any and all necessary action to specifically enforce Seller's obligations hereunder; or (b) terminate this Agreement by written notice to Seller, and neither of the parties hereto shall have any rights or obligations hereunder whatsoever, except such rights or obligations that, by the express terms hereof, survive any termination of the Agreement.

8.2.12 Payment of Real Estate Agent's Commission. The Seller shall be responsible to pay any commissions or fees due and owing to any Real Estate Agent. The Purchaser shall not be responsible to pay any commissions or fees to any Real Estate Agent, either the listing or selling broker.

9. Title Examination and Objections.

9.1. Title Review. Seller shall cause Ticor Title Company (the "Title Company") to furnish to Purchaser, at Purchaser's expense, a title insurance

commitment, on an ALTA approved form for the Property (the "Title Report"), to be delivered to Purchaser on or before April 1, 2008, which shall be at least 30 days prior to closing. Purchaser shall have fifteen (15) days after receipt of such Title Report to conduct an examination of Seller's title to the Property and to give written notice to Seller of any title matters, which affect title to the Property and which are unacceptable to Purchaser (the "Title Objections"). If Purchaser fails to object to any matter which is of record as of the date hereof prior to the expiration of such fifteen (15) day period, then, except with respect to any security instrument or lien affecting the Property, Purchaser shall be deemed to have waived its right to object to any such matter and all of such matters shall be deemed a permitted title exception for purposes of this Agreement (collectively, with those matters described in this Section, the "Permitted Exceptions").

9.1.1 Upon receipt from the Purchaser of a written notice of any Title Objection, together with a copy thereof the Seller shall, within fifteen (15) days of receiving such notice, provide written notice to Purchaser that Seller (a) will satisfy or correct, at Seller's expense, such Title Objection, or (b) refuses to satisfy or correct, in full or in part, such Title Objection, stating with particularity which part of any Title Objection will not be satisfied. The above notwithstanding, Seller may not refuse to satisfy security interests, liens or other monetary encumbrances affecting the Properties. As to those Title Objections which Seller agrees to satisfy or cure, or is required to satisfy or cure, Seller shall, on or before the Closing Date, (i) satisfy, at Seller's expense, security interests, liens or other monetary encumbrances affecting the Property (and all of Seller's obligations under or relating to each of the foregoing), and (b) satisfy or correct, at Seller's expense, all other Title Objections affecting the Property.

9.2 Failure to Cure. In the event that Seller fails to satisfy or cure any Title Objection of which it is notified, whether or not Seller has provided timely written notice that it refuses to satisfy or correct such objections, then on or before the Closing Date, the Purchaser shall by written notice to the Seller elect one of the following:

9.2.1 To accept Seller's interest in the Property subject to such Title Objections, in which event such Title Objections shall become part of the Permitted Exceptions, and to close the transaction contemplated hereby in accordance with the terms of this Agreement, provided that in the event any such Title Objections results from a breach by Seller of the covenants contained herein, a monetary charge or lien, or from a Title Objection other than a monetary charge or lien for which Seller has not given timely notice of its refusal to satisfy or correct, (a) such acceptance

by Purchaser of Seller's interest in the Property shall be without prejudice to Purchaser thereafter seeking monetary damages from Seller for any such matter which Seller shall have failed to so correct, and (b) if such Title Objection is a monetary charge or lien which can be satisfied or cured by the payment of a liquidated sum of money, Purchaser may cause such Title Objection to be so cured or satisfied by paying the same out of the Purchase Price to be paid; or

9.2.2 To terminate this Agreement in accordance with the provisions herein; provided however, that if the Purchaser elects to terminate this Agreement because of the existence of any Title Objection which results from a breach by Seller of its covenants herein, or any other Title Objection which Seller is required to satisfy or correct, Purchaser's cancellation shall be without prejudice to any other rights of the Purchaser herein.

9.3 Removal of Liens. Notwithstanding anything to the contrary herein contained, Seller covenants and agrees that at or prior to Closing Seller shall (a) pay in full and cause to be cancelled all loan security documents which encumber the Property as of the date hereof and as of the Closing Date, and (b) pay in full and cause to be cancelled and discharged or otherwise bond and discharge as liens against the Properties all mechanics' and contractors' liens which encumber the Property as of the date hereof or which maybe filed against the Property after the date hereof and on or prior to the Closing Date. In the event Seller fails to cause such liens and encumbrances to be paid and canceled at or prior to Closing, Purchaser shall be entitled to pay such amount to the holder thereof as may be required to pay and cancel same, and to credit against the Purchase Price the amount so paid.

9.4 Notwithstanding any language to the contrary in this Agreement, Purchaser may not object to the following title matters, which shall be considered "Permitted Exceptions": (a) real property taxes or assessments due after Closing; (b) easements consistent with Purchaser's intended use of the Property, (c) reserved oil and/or mineral rights; (d) rights reserved in federal patents or state deeds; and (e) governmental building and land use regulations, codes, ordinances and statutes.

10. Default.

10.1 By Seller. In the event of a default by Seller, Purchaser shall, in addition to any other remedy Purchaser may have, including Specific Performance, be entitled to immediately cancel this Agreement and receive a refund of its earnest money deposit and interest, provided, however, Purchaser

may, at its option, waive any default by Seller and proceed with the purchase of the Property.

10.2 By Purchaser. In the event of any default by Purchaser, prior to the close of escrow and after all applicable contingencies as described in Section 6 have been satisfied, Seller's sole remedy shall be to terminate the escrow and Purchaser's right to purchase the Property and receive the earnest money deposited by Purchaser hereunder and interest thereon as liquidated damages.

10.3 General. If a party (the "Defaulting Party") fails or refuses to perform its obligations under this Agreement or if the sale and purchase of the Property contemplated by this Agreement is not consummated on account of the Defaulting Party's default hereunder, then Escrow Agent shall (after receiving notice from the non-Defaulting Party and then giving the Defaulting Party ten (10) days' prior written notice) refund any monies deposited by the non-defaulting party, and return any documents deposited with the Escrow Agent by the non-Defaulting Party, on demand, without prejudice to any other legal rights or remedies of the non-Defaulting Party hereunder. In the event Seller is the Defaulting Party hereunder, Purchaser shall have, in addition to any right or remedy provided hereunder, the right to seek specific performance of this Agreement, or other equitable remedies against Seller in the event that Seller wrongfully fails or refuses to perform any covenant or agreement of Seller hereunder.

11. Condemnation or Destruction.

11.1 Condemnation. Seller hereby represents and warrants that Seller has no knowledge of any action or proceeding pending or instituted for condemnation or other taking of all or any part of the Property by friendly acquisition or statutory proceeding by any governmental entity. Seller agrees to give Purchaser immediate written notice of such actions or proceedings that may result in the taking of all or a portion of the Property. If, prior to Closing, all or any part of the Properties is subject to a bona fide threat or is taken by eminent domain or condemnation, or sale in lieu thereof, then Purchaser, by notice to Seller given within twenty (20) calendar days of Purchaser's receiving actual notice of such threat, condemnation or taking by any governmental entity other than the City of Gig Harbor, Washington, may elect to terminate this Agreement. In the event Purchaser continues or is obligated to continue this Agreement, Seller shall at Closing assign to Purchaser its entire right, title and interest in and to any condemnation award. During the term of this Agreement, Seller shall not stipulate or otherwise agree to any condemnation award without the prior written consent of Purchaser.

11.2 Damage or Destruction. Prior to Closing the risk of loss of or damages to the Property by reason of any insured or uninsured casualty shall be borne by Seller.

11.3 Termination. If this Agreement is terminated, neither party hereto shall have any further rights or obligations under this Agreement whatsoever, except for such rights and obligations that, by the express terms hereof, survive any termination of the Agreement.

12. Indemnification.

12.1 Seller's Indemnification. In addition to the indemnity provided in Section 8.2.2 herein, Seller shall indemnify and defend Purchaser (including its elected officials, officers, managers, employees and agents) and hold it harmless from and against any material claim, loss, liability and expense, including attorneys' fees and court costs (collectively "Claims") incurred by Purchaser on account of (a) claims by persons or entities other than Purchaser arising out of or in connection with the ownership, operation or maintenance of the Property by Seller, or any fact, circumstance or event which occurred prior to the Closing Date, including the release, threatened release or existence of Hazardous Substances on the Property; and (b) claims resulting from or arising directly or indirectly, in whole or in part, out of the breach of any representation, warranty, covenant or agreement of Seller contained in this Agreement. Notwithstanding any language to the contrary in this Agreement, Seller agrees to indemnify, defend and hold Purchaser harmless from and against any and all claims, liabilities, losses, penalties, remediation costs and expenses (including attorneys' and consultants' fees and costs) that Purchaser may incur, or have asserted against it as a result of Seller's breach of the warranties in this Agreement. At Purchaser's option, Seller shall promptly undertake any remediation required as a result of such breach at Seller's expense.

12.2 Purchaser's Indemnity. Purchaser shall indemnify and defend Seller (including its officers, officials, employees and agents) and hold it harmless from and against any material claim, loss, liability and expense, including reasonable attorneys' fees and court costs (collectively, "Claims") incurred by Seller on account of Claims resulting from or arising directly or indirectly, in whole or in part, out of the breach of any representation, warranty, covenant or agreement of Purchaser contained in this Agreement. This shall not affect Seller's obligations per the provisions of Section 8.2.2 herein.

13. Assignment. Neither party shall be entitled to assign its right, title and interest herein to any third party without the written consent of the other party to

this Agreement. Any approved assignee shall expressly assume all of the assigning party's duties, obligations, and liabilities hereunder but shall not release the assigning party from its liability under this Agreement.

14. **Facsimile or E-Mail Transmission.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of the original.

15. **Notices.** All notices, demands, and any and all other communications which may be or are required to be given to or made by either party to the other in connection with this Agreement shall be in writing and shall be deemed to have been properly given if delivered by hand, sent by fax, sent by registered or certified mail, return receipt requested, or sent by recognized overnight courier service to the addresses set out below or at such other addresses as specified by written notice and delivered in accordance herewith. Any such notice, request or other communication shall be considered given or delivered, as the case maybe, on the date of hand, fax or courier delivery or on the date of deposit in the U.S. Mail as provided above. However, the time period within which a response to any notice or request must be given, if any, shall commence to run from the date of actual receipt of such notice, request, or other communication by the addressee thereof.

SELLER: Rick and Heidi Rohwer
3516 Rust Street
Gig Harbor, WA 98335

PURCHASER: The City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
Attn: City Administrator
Phone:(253) 851-8136
Fax: (253) 851-8563

With a copy to: Carol A. Morris, City Attorney
Law Office of Carol A. Morris, P.C.
P.O. Box 948
Seabeck, WA 98380-0948
Phone:(360) 830-0328
Fax: (360) 830-0355

16. **Miscellaneous.**

16.1 Governing Law and Construction. This Agreement shall be construed and interpreted under the laws of the State of Washington. The titles of sections and subsections herein have been inserted as a matter of convenience or reference only, and shall not control or affect the meaning or construction of any of the terms or provisions herein. All references herein to the singular shall include the plural, and vice versa.

16.2 Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

16.3 Rights, Powers and Privileges. Except as expressly provided under the terms of this Agreement, all rights, powers and privileges conferred hereunder upon the parties shall be cumulative but not restrictive of those given by law.

16.4 Waiver. No failure of either party to exercise any power given either party hereunder or to insist upon strict compliance by either party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

16.5 Time. Time is of the essence in complying with the terms, conditions and agreements of this Agreement.

16.6 Entire Agreement. This Agreement contains the entire Agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect.

16.7 Survival. Each of the covenants, agreements, representations and warranties herein shall survive the Closing and shall not merge at Closing with any deed, bill of sale or other document of transfer.

16.8 Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

16.9 Time Periods. If the Time period by which any right, option or election provided under this Agreement must be exercised or by which any acts or payments required hereunder must be performed or paid, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period shall be automatically extended to the close of business on the next regularly scheduled business day.

16.10 Severability. If a court of competent jurisdiction invalidates a portion of this Agreement, such invalidity shall not affect the remainder.

16.11 Modifications. Any amendment to this Agreement shall not be binding upon any of the parties to this Agreement unless such amendment is in writing duly executed by each of the parties affected thereby.

16.12 Attorneys' Fees. If Purchaser or Seller institute suit concerning this Agreement, the prevailing party or parties is/are entitled to court costs and reasonable attorneys' fees. The venue of any suit shall be in Pierce County, Washington.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized representatives on the dates indicated below, to be effective as of the date and year first above written.

PURCHASER:

CITY OF GIG HARBOR

By: _____
Its Mayor

SELLER:

By: [Signature]
Its owner

By: [Signature]
Its owner

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY

Carol A. Morris

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Richard Rohwer 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 instrument of the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2/7/08

[Signature]

Tina L. Gano
(print or type name)



NOTARY PUBLIC in and for the State of Washington, residing at: Gig Harbor, WA
My Commission expires: 7-20-2010

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Heidi Rohwer 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 instrument of the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2/7/08

[Signature]

Tina L. Gano
(print or type name)



NOTARY PUBLIC in and for the State of Washington, residing at: Gig Harbor, WA
My Commission expires: 7-20-2010

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 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: _____

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

EXHIBIT A
LEGAL DESCRIPTION

9702 CRESCENT VALLEY DRIVE NW
PARCEL #0222323031

Section 32 Township 22 Range 02 Quarter 34 : S 110 FT OF E 7 AC OF N 1/2 OF S
1/2 OF SE OF SW EXC RD

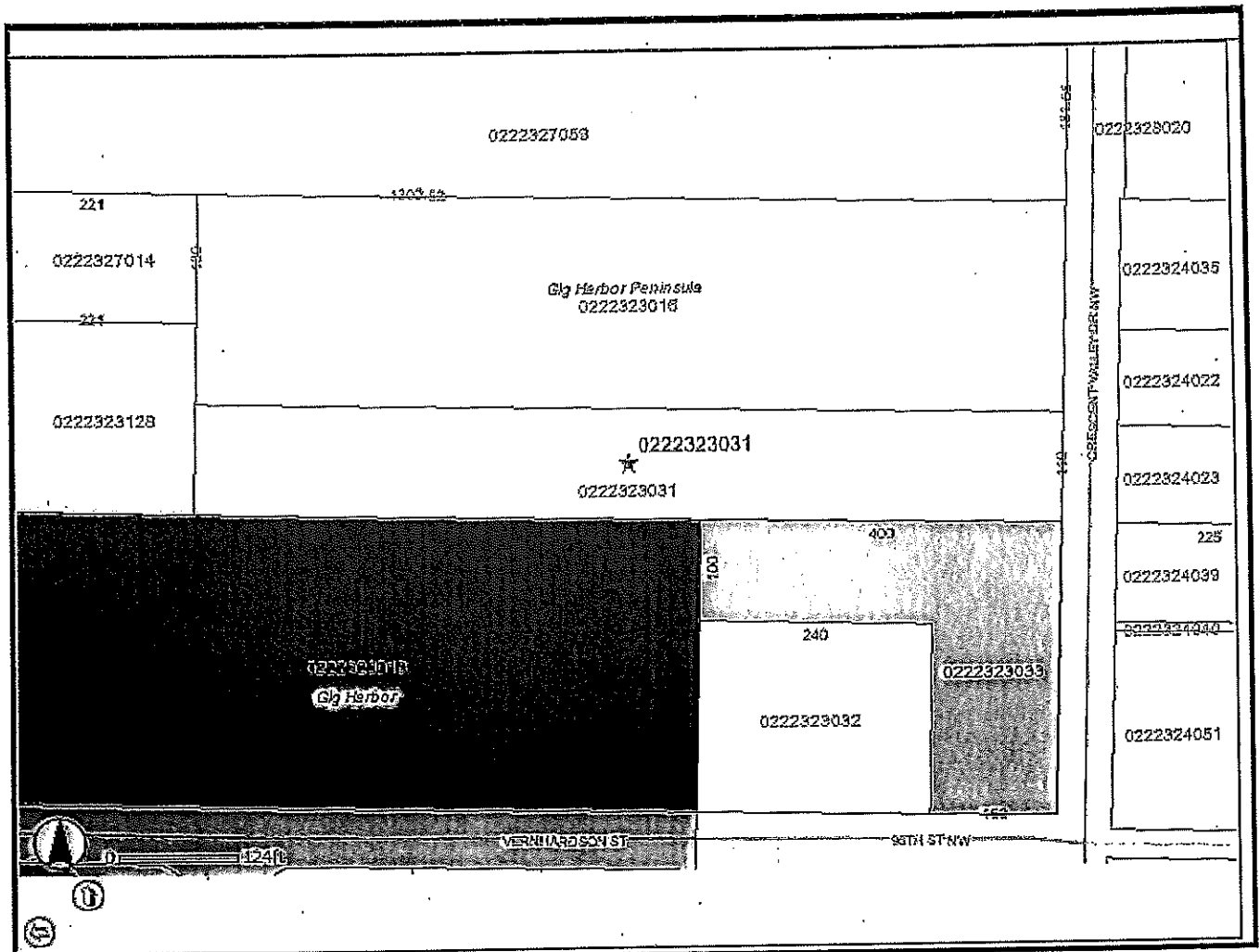


EXHIBIT B
LEASE AGREEMENT

New Business - 1

NWMLS Form No. 68
Lease/Rental Agreement
Rev. 9/02
Page 1 of 4

LEASE / RENTAL AGREEMENT

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ALL RIGHTS RESERVED

This Agreement dated June 15, 2007
is made and entered into between Heidi Rohwer ("Lessor"),
by and through his/her "Lessor's Broker" and Phil Schaaf ("Tenant")
for the "Property" commonly known as 9702 Crescent Valley Drive
in Gig Harbor, Pierce County, Washington.

If this Agreement is for a term of more than one (1) year, the legal description of the Property will be attached as Exhibit A.

1. SECURITY DEPOSIT. Lessor acknowledges receipt from Tenant of the sum of _____, which is being deposited in a trust account in _____ Bank, _____ Branch, in _____, WA. Lessor or Lessor's

Broker will give written notice of any change in said depository. This deposit is security for performance of Tenant's obligations pursuant to this Agreement, including but not limited to payment of rent, and to indemnify Lessor for damages to and cleaning of the Property for which Tenant is responsible.

A written "Move In/Move Out Inspection Agreement" describing the condition and cleanliness of and any damage to the Property and furnishings will be signed by Lessor or Lessor's Broker and Tenant upon commencement of tenancy and a written copy given to Tenant. NO SECURITY DEPOSIT MAY BE COLLECTED UNLESS THIS CHECKLIST IS COMPLETED.

Within fourteen (14) days after termination of tenancy and vacation of premises (or abandonment of premises), Lessor will give Tenant a full and specific statement of the basis of retaining any of the deposit and a refund of any portion due Tenant, addressed as Tenant directs or in the absence thereof, to Tenant's last known address. If the deposit is insufficient to reimburse Lessor for such damages and cleaning, Tenant agrees to pay any deficiency on demand.

2. POSSESSION. In the event Tenant fails to take possession on the date indicated below, Tenant agrees to pay rent for the number of days the Property remains vacant. If, through no fault of Lessor or Lessor's Broker, Lessor cannot deliver possession of the Property to Tenant on the date indicated below, Lessor shall not be liable to Tenant for damages.

3. TERM (Check one).

a. LEASE. This Agreement is for a term of _____ commencing on _____ This Agreement shall end at midnight on _____

Tenant must vacate the Property and surrender possession on the last day of the term. If Tenant holds over without the prior written consent of Lessor, Tenant shall be liable for rent and all other damages sustained by Lessor because of such holdover. If Tenant vacates prior to the expiration of the term, the security deposit shall be forfeited and Tenant shall be obligated for the rental payments for the remainder of the term, or until the Property has been re-rented, whichever is less.

b. MONTH-TO-MONTH. This Agreement is for a month-to-month tenancy commencing on 06/15/2007. Lessor or Tenant may terminate this Agreement only upon written notice received by the other at least 20 days prior to the end of each monthly rental period. If any such notice of termination is not received at least 20 days in advance, then it shall not be effective until the end of the next following monthly rental period.

4. RENT. The rent is \$800.00 per month, payable in advance and due on or before the first day _____ day of each month commencing on the first month of the term. Each monthly rental period shall begin on the day rent is due. Rent shall be paid to Lessor's Broker at the address shown below to Lessor at the address shown below. Lessor acknowledges receipt of \$400.00 as the first and _____ month's rent.

5. UTILITIES. Tenant shall pay all utilities when due except: water sewer garbage _____

6. OCCUPANCY/SUBLETTING. The Property is rented as a private residence only for the following named persons: Phil Schaaf

Tenant shall not assign this Agreement, sublet all or any portion of the Property, nor give accommodation to any roomers or lodgers, without the prior written consent of Lessor or Lessor's Broker.

7. MAINTENANCE. Tenant will at all times maintain the Property, including any yard and lawn, in a neat and clean condition and upon termination of this Agreement will leave the Property in as good condition as it is now, reasonable wear and tear excepted. Tenant agrees not to make any alterations or improvements to the Property without Lessor's prior written approval.

INITIALS: TENANT [Signature] DATE 6/15/07 LESSOR [Signature] DATE 6/15/07
TENANT _____ DATE _____ LESSOR _____ DATE _____

400 + 225 = 625.00
Giel Page 20 of 23

LEASE / RENTAL AGREEMENT
(Continued)

- 8. **INSPECTION/SALE.** It is agreed that Lessor may enter the Property to inspect it or make alterations or repairs at reasonable times and, except in emergencies, will give two days' notice to Tenant. If Lessor wishes to show the Property to actual or prospective purchasers or tenants, only one day's notice of intent to enter shall be required. 49
50
51
- 9. **RENT LATE CHARGE/NSF CHECK.** If any rent is not paid on or before the due date, Tenant agrees to pay a late charge of 52
 _____ for each day that the same is delinquent, including the day of payment, up to a maximum 53
of 10% of one month's rent, or _____ 54
Tenant agrees to pay a charge of _____ for each NSF check given by Tenant to Lessor. Lessor shall have no 55
obligation to redeposit any check returned NSF. 58
In addition to the foregoing, Lessor may elect to terminate this Agreement for nonpayment of rent. Lessor shall notify Tenant of 57
late rent and NSF check charges and the same must be paid within 5 days. 58
- 10. **RULES.** The attached Rules on page 4 are a part of this Agreement and failure to abide by them will constitute default under 59
this Agreement. 60
- 11. **ATTORNEYS' FEES.** In the event it is necessary for either party to employ an attorney to enforce any terms of this Agreement, 61
the prevailing party is entitled to reasonable attorneys' fees as provided for by law. In the event of a trial, the amount shall be 62
as fixed by the Court. 63
- 12. **WAIVER OF SUBROGATION.** Lessor and Tenant hereby release and waive for the duration of this Agreement and any extension 64
or renewal thereof their respective rights of recovery against each other for any loss resulting from perils of fire and/or 65
extended coverage as defined in fire insurance policies issued to either Lessor or Tenant in effect at the time of the loss; 66
provided that such waiver and release shall apply only in the event such agreement does not prejudice the insurance afforded 67
by such policies. 68
- 13. **NONREFUNDABLE FEE.** Tenant agrees to pay prior to occupancy, a nonrefundable fee of _____. This 69
nonrefundable fee shall not be returned under any conditions. 70
- 14. **PETS.** No dogs, cats or other animals will be permitted on the Property without the prior written consent of the Lessor or 71
Lessor's Broker and without a fully executed Pet Agreement (NWMLS Form No. 68B). 72
- 15. **PERSONAL PROPERTY.** Tenant agrees that all personal property kept in or on the Property is at the risk of the Tenant. 73
Tenant is specifically advised of the availability of and is encouraged to obtain insurance for such personal property. 74
- 16. **SMOKE DETECTOR.** Tenant acknowledges and Lessor certifies that the Property is equipped with a smoke detector(s) as 75
required by RCW 48.48.140 and that the detector(s) has/have been tested and is/are operable. It is Tenant's responsibility to 76
maintain the smoke detector(s) as specified by the manufacturer, including replacement of batteries, if required. In addition, if 77
the Property is a multi-family building (more than one unit), Lessor makes the following disclosures: 78
 - (a) The smoke detection device is hard-wired battery operated. 79
 - (b) The Building does does not have a fire sprinkler system. 80
 - (c) The Building does does not have a fire alarm system. 81
 - (d) The building has a smoking policy, as follows: 82
No smoking 83
_____ 84
 - The building does not have a smoking policy. 85
 - (e) The building has an emergency notification plan for occupants, a copy of which is attached to this Agreement. 86
 The building does not have an emergency notification plan for occupants. 87
 - (f) The building has an emergency relocation plan for occupants, a copy of which is attached to this Agreement. 88
 The building does not have an emergency relocation plan for occupants. 89
 - (g) The building has an emergency evacuation plan for occupants, a copy of which is attached to this Agreement. 90
 The building does not have an emergency evacuation plan for occupants. 91
Tenant hereby acknowledges receipt of a copy of the building's emergency evacuation routes. 92
- 17. **AGENCY DISCLOSURE.** If real estate licensees are involved in this transaction, then at the signing of this Agreement, Lessor's 93
Agent represents Lessor both Lessor and Tenant. The Tenant's Licensee represents Lessor Tenant both 94
Lessor and Tenant neither Lessor nor Tenant. 95

INITIALS: TENANT JA DATE 6/24/07 LESSOR [Signature] DATE 6/24/07 96
 TENANT _____ DATE _____ LESSOR _____ DATE _____ 97

NWMLS Form No. 68
 Lease/Rental Agreement
 Rev. 9/02
 Page 3 of 4

LEASE / RENTAL AGREEMENT
 (Continued)

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Lessor's Broker represents the same party that Lessor's Agent represents. Tenant's Broker represents the same party that Tenant's Licensee represents. If Tenant's Licensee and Lessor's Agent are different salespersons affiliated with the same Broker, then both Tenant and Lessor confirm their consent to that Broker representing both parties as a dual agent. If Tenant's Licensee and Lessor's Agent are the same salesperson representing both parties, then both Tenant and Lessor confirm their consent to that salesperson and Broker representing both parties as dual agents. Tenant and Lessor confirm receipt of the pamphlet entitled "The Law of Real Estate Agency."

18. **COMMISSION.** Lessor agrees to pay Lessor's Broker the sum of _____ for negotiating this Agreement. If Tenant enters into an agreement or option to purchase the Property during Tenant's occupancy or within six (6) months thereafter, Lessor agrees to pay Lessor's Broker a sales commission of _____ or _____ % of total selling price. No Broker involved in this transaction is receiving compensation from more than one party unless disclosed on a separate addendum, in which case both Lessor and Tenant consent to such compensation.

19. **LEAD-BASED PAINT.** If the Property includes housing that was built before 1978, then the Addendum entitled "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" (NWMLS Form 22J or equivalent), must be attached to this Agreement unless this lease/rental transaction is exempt from all applicable federal regulations.

Tenant [Signature] Date 21 Jan 07 Lessor [Signature] Date 21 Jan 07

Tenant 9702 Crescent Valley Dr NW Lessor 3516 Rust Street
 Tenant's Present Address Lessor's Address

Tenant Gig Harbor WA 98332 Lessor Gig Harbor, WA 98332
 City, State, Zip City, State, Zip

Tenant 253-223-2568 Lessor 253-279-8975
 Home Phone Work Phone Lessor's Phone

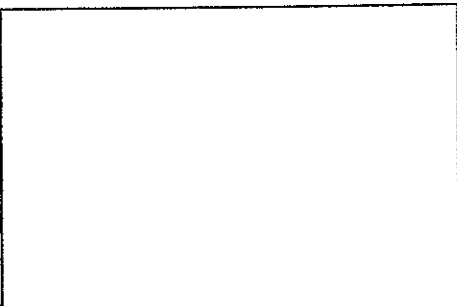
Tenant's Employer _____ Lessor's Broker Action Real Estate

Tenant's Broker _____ Lessor's Agent Heidi Rohwer

Tenant's Licensee _____ Broker's Office Address _____

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/they/it signed the instrument and acknowledged it to be his/her their/its free and voluntary act for the uses and purposes mentioned in the instrument.



(Use this space for notarial stamp/seal.)

DATED: _____ 126

Signature: _____ 127

Print Name: _____ 128



Notary Public in and for the State of _____ 129

Washington, Residing at: _____ 130

My Appointment Expires: _____ 131

LEASE / RENTAL AGREEMENT
 (Continued)

RULES		132
1. Garbage. Tenant shall furnish his/her own garbage can and place it where required for pickup.		133
2. Illegal Use. Tenant shall not use the Property for any illegal purposes.		134
3. Repairs. Tenant shall promptly repair, at Tenant's expense, any broken glass in doors or windows.		135
4. Freezing Tenant shall protect the plumbing from freezing. As a minimum, Tenant shall leave the heat on low during cold weather.		136 137
5. Drains. Tenant shall relieve stoppage of drains and sewers at Tenant's expense unless resulting from a condition existing at the time Tenant moved in.		138 139
6. Nails/Painting. Tenant shall not drive any nails or screws into walls, and shall not paint anything, without the prior written consent of the Lessor or Lessor's Agent.		140 141
7. Lawns & Shrubs/Snow. Tenant will cut and water any lawn and water any shrubs, trees and landscaping so as to maintain the same in as good a condition as they presently are. In the event of snow, Tenant will remove the same from any abutting sidewalks.		142 143 144
8. Noise/Nuisance. TV, stereo, radio and musical instrument volumes shall be kept low enough so that no noise whatsoever shall escape from the Property. Tenant shall not create or permit any other nuisance on the Property.		145 146
9. Guests. Tenant is responsible for the conduct of all guests on the Property and shall insure that guests comply with these Rules.		147 148
10. Pets. If Lessor has given written permission for pets on the Property, no pet noise whatsoever shall be allowed to escape from the Property. In the case of apartments, pets shall not be allowed in the halls, common spaces or surrounding Property except on a leash and accompanied by the Tenant. It is the Tenant's responsibility to clean up and dispose of any pet excrement anywhere on the Property and on adjacent sidewalks, streets, alleys and neighbors' properties.		149 150 151 152 153
11. Vehicles. Recreation vehicles, trailers, boats and inoperable or unlicensed automobiles may not be parked or stored on the Property, on or in any parking area provided for the Property, or on any street or alley serving the Property. Repairs to any vehicles in these locations must be completed within 24 hours of commencement.		154 155 156
12. Hallways & Common Areas. If there are hallways or other common areas shared with other tenants, noise shall be kept to a minimum therein and nothing may be stored, even temporarily, therein.		157 158
13. Fireplace Insert/Wood Stove. Wood stoves are prohibited, unless provided by Lessor. No fireplace insert may be installed without Lessor's prior written permission. If permission is given, then the installation must be inspected by the applicable city or county building department, at Tenant's expense, before the same is used.		159 160 161
14. Water Beds, Pianos & Heavy Objects. No water beds, aquariums, pianos, organs, libraries or other unusually heavy objects are permitted in the Property without Lessor's written permission. As a condition to permitting a water bed, Lessor may require Tenant to provide and pay for water bed insurance.		162 163 164
15. Screens. Lessor is not obligated to provide window and/or door screens. If there are any presently installed, Lessor has no obligation to maintain or replace them.		165 166

INITIALS: TENANT  DATE 6/21/07 LESSOR  DATE 6/21/07 167
 TENANT _____ DATE _____ LESSOR _____ DATE _____ 168



**Subject: Environmental Assessment
- Rohwer Property**

Proposed Council Action:

Authorize the Consultant Services Contract with Robinson, Noble & Saltbush, Inc. for the Phase 1 Environmental Assessment of the Rohwer property in an amount not to exceed \$3,500.00

Dept. Origin: Public Works Department

Prepared by: David Brereton, Interim *David*
Public Works Director

For Agenda of: February 11, 2008

Exhibits: Consultant Services Contract

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: *DBR* _____

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head: *Dave* 2/1/08

Expenditure	Amount	Appropriation
Required \$3,500	Budgeted \$0	Required \$0

INFORMATION / BACKGROUND

Council directed staff to proceed with a Purchase and Sale Agreement for the property commonly known as the Miller property at 9702 Crescent Valley Drive, located next to the BMX Bike Track, and currently owned by Rick and Heidi Rohwer. As a condition of the Purchase and Sale Agreement, the city is responsible to perform a Phase 1 Environmental Assessment of the property to determine any unforeseen environmental conditions.

The environmental firm of Robinson, Noble & Saltbush, Inc. was contacted to perform a Phase 1 Environmental Assessment of this property.

FISCAL CONSIDERATION

This Phase 1 Environmental Assessment was not anticipated in the 2008 Budget; however there are sufficient funds to cover the cost of the assessment.

BOARD OR COMMITTEE RECOMMENDATION

Council requested action.

RECOMMENDATION / MOTION

Move to: Authorize the Consultant Services Contract with Robinson, Noble & Saltbush, Inc. for the Phase 1 Environmental Assessment of the Rohwer property in an amount not to exceed \$3,500.00.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
ROBINSON, NOBLE & SALTBUSH, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Robinson, Noble & Saltbush, Inc., a corporation organized under the laws of the State of Washington located and doing business at Tacoma, Washington (hereinafter the "Consultant").

RECITALS

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

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated February 6, 2008, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount not to exceed Three thousand five hundred dollars. (\$3,500.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this

Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by March 7, 2008; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount

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

VI. Discrimination

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

VII. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and reasonable attorneys' fees to the extent arising out of or in connection with the Consultant's performance of services under this Agreement. 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.

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

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

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

VIII. Insurance

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

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

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

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary.

Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:
Robinson, Noble & Saltbush, Inc.
ATTN: John Hildenbrand
3011 S. Huson St, Suite A
Tacoma, WA, 98409
(253) 475-7711

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

XVII. Assignment

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

XVIII. Modification

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


XIX. Entire Agreement

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

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

CONSULTANT

CITY OF GIG HARBOR

By: 

Its Principal

By: _____
Mayor

Notices to be sent to:
Robinson, Noble & Saltbush, Inc.
ATTN: John Hildenbrand
3011 S. Huson St, Suite A
Tacoma, WA 98409
(253) 475-7711

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that JOSEPH E. BECKER 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 ROBINSON, NARLE & SUTOWIT, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2-6-08



[Signature]
Burt G. Clothier
(print or type name)

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

TACOMA, WA

My Commission expires: 7-18-11

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: _____

2/6/08

Exhibit A

**9702 Crescent Valley Drive NW Property
Phase I Environmental Site Assessment Scope of Services**

Phase I Environmental Site Assessments (Phase I ESA, also known as Level One ESA studies) are conducted to protect a property owner from assuming an unknown environmental risk. The assessment gathers available information regarding past or present site activities which have the potential to cause environmental contamination. Robinson, Noble & Saltbush performs Phase I ESA's generally following the format and content of ASTM Standard E 1527-00 or ASTM Standard E-1527-05. For this project the client has elected ASTM Standard E 1527-05. Depending on the nature of the site being evaluated and the requirements of the client, additional elements beyond the scope of the ASTM standard may be included. Any additional scope of service items are detailed in the professional services agreement (PSA) to which this scope of service is attached. If an item is not indicated herein or in the applicable PSA, it is not included in the project.

The standard components of the Phase I ESA for the Donkey Creek Triangle Property (as further described in the attached City of Gig Harbor Purchase Order (PO Number 071206C) will include:

- Identification of past and present site ownership and uses (as deemed relevant to evaluating the subject site).
- Inspection of the site and any structures for the presence of potentially hazardous substances. Any areas not inspected will be clearly noted in the project report.
- Description of site environmental characteristics; such as the size, layout, extent of development, natural features, etc.
- An assessment of hazardous material or waste storage, handling, or disposal practices as they pertain to evaluate the presence of an actual, and/or material threat of, a hazardous substance release. For the purposes of the Phase I ESA, a hazardous substance includes petroleum products.
- An assessment of nearby properties whose activities may have an environmental impact on the subject property.
- Conclusions regarding potential problems and recommendations for further action.

In performing the assessment Robinson, Noble & Saltbush, Inc. will utilize a review of selected available public records, historical research, an inspection of the site, and may conduct interviews with tenants, owners, and/or public agency officials to evaluate the potential environmental liabilities associated with a property.

Records Review

Review of public agency records can provide significant background information on the site, including ownership history; past uses; permits or inventories for hazardous materials or wastes; reported spills, releases or known contamination; or other regulatory actions. Agencies which may be contacted include local assessor's office, planning department, utility district, fire department, health department, agricultural commissioner, or air quality management district. State environmental protection agencies, such as the Washington State Department of Ecology, maintain databases of sites which have been investigated and may also be contacted. The U.S. Environmental Protection Agency also maintains databases of hazardous waste generators or sites with hazardous waste contamination. Robinson, Noble & Saltbush, Inc. will search applicable data bases using a data extraction and reporting firm (typically EDR, Inc). We may also conduct a physical review of agency files as deemed necessary.

Historical Research

In order to review past use of the property, documents such as title history, maps, building permits, or aerial photographs may be reviewed as appropriate. Maps, such as parcel, topographic and fire-insurance maps, will also be reviewed as applicable.

Site Inspection

A site inspection will be conducted to evaluate the subject for site activities or uses which pose a high potential for environmental contamination. These items include but are not limited to:

- storage tanks (underground and above ground)
- water wells (domestic, agricultural or industrial)
- waste water systems
- drums or chemical storage areas
- ponds or surface impoundments
- maintenance or shop areas
- sumps or storm drains
- stained soil or pavement
- transformers
- piles of waste or trash
- dead or dying vegetation
- unusual odors
- other observations that in the opinion of the field investigator indicate the possible presence of conditions of concern.

Interviews

In order to determine current and past site practices, interviews with persons familiar with the site may be conducted. This may be done in person, in writing or via telephone. Examples of the types of individuals that may be contacted include: property owners, site managers, former employees, neighbors, and/or local agency officials.

Report

The activities described above will be documented in a report. The report will present the findings of the assessment and any recommendations for further action, if necessary. Be advised that the Phase I ESA does not typically include the collection of environmental samples.



Ph: (253)475-7711 • Fax: (253)472-5846

**General Fee Schedule
October 1, 2007
Exhibit B**

Professional Position	Typical Duties	Fee Per Hour
Principal Hydrogeologist/ Environmental Scientist	Service requiring the scientific expertise of company principals. Includes top-level project review and control, client liaison, and hydrogeologic analysis.	\$99 - \$156
Senior Associate	Senior Associate-level project management, client liaison, field services, project analysis, and report writing.	\$99 - \$136
Associate Hydrogeologist/ Environmental Scientist	Associate-level project management, client liaison, field services, project analysis, and report writing.	\$99 - \$114
Senior Hydrogeologist/ Environmental Scientist	Senior-level project management, client liaison, field services, data interpretation and analysis, and report writing.	\$87 - \$114
Project Hydrogeologist/ Environmental Scientist	Field services; data collection, reduction, interpretation and analysis; and report writing.	\$87 - \$99
Draftsperson/Technician	Technical illustration/CADD, production layout, technical aide.	\$70 - \$80

Service Category	Typical Duties	Fee Per Hour
Legal Support/Testimony	Expert witness services.	150% of above rates
Administrative Services	Contracts, technical specifications, administrative tasks, grammatical editing.	\$58 - \$72
Typist/Clerical Support	Word processing, report preparation or reproduction, general office tasks	\$52 - \$72
Subcontracts/Management Fee	Professional Services Outside Laboratory Services Construction Subcontracts	Negotiated 15% 15%
Other Costs	Travel (Auto) Travel (Other) Direct Other Expenses	\$0.58/mile Cost + 5% Cost + 5%
	Equipment Rental	See following page

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.

**Hydrogeologic Equipment Rental Schedule
October 1, 2007**

<u>Equipment</u>	<u>Unit</u>	<u>Rate</u>
Water Level Transducer and Data Logger	First five days	\$80
	Each day thereafter	\$27.50
Field Laptop Computer	Per day	\$30
Electric Water Level Sounder(s)	0 to 300 ft	Flat fee per project
	over 300 ft	Flat fee per project
DC Submersible Purge Pump	Per pump	\$80
Double-Ring Infiltrometer	Per day	\$50
Schonstedt Gradient Magnetometer	Per day	\$75
Geonics EM-61 Metal Detector	Per day	\$500
Downhole Gamma/Resistivity/Temperature Logging Equipment (includes Draw Works)	Per day	\$1,100
Downhole Analog Caliper Logging Equipment	Per well	\$100
Draw Works	Per well	\$525
Mechanical Sieve Sample Equipment	Flat fee per well	\$25
2-inch Gasoline-powered Centrifugal Pump (includes hoses)	Per day	\$55
2-inch Submersible Pump + Controller	Per day	\$180
Generator	Per day	\$70
Survey Gear (laser level & rod)	Per day	\$85
Stream Gaging	Per day	\$75
GPS	Per day	\$22.50
Other Equipment	Negotiated	Negotiated

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.

**Environmental Equipment Rental and Consumable Schedule
October 1, 2007**

<u>Equipment</u>	<u>Unit</u>	<u>Rate</u>
Water level transducer and data logger	Per day	\$100
Field Laptop Computer	Per day	\$50
Electronic Water Level Sounder	Per day	\$25
Electronic Interface Probe	Per day	\$75
DC Submersible Purge Pump	Per pump	\$80 first pump, \$40 each additional pump
DC-operated Peristaltic Pump	Per day	\$40
2-inch Gasoline-powered Centrifugal Pump	Per day	\$100
2-inch Submersible Pump + Controller	Per day	\$350
Generator	Per day	\$60
Photoionization Detector	Per day	\$75
Combustible Gas Indicator	Per day	\$65
Water Quality Meter	Per meter per day	\$200
Teflon Water Bailer	Per day	\$30
Soil Sampling Equipment (manual)	Per day	\$25
Soil Sampling Equipment (power)	Per day	\$40
Mechanical Sieve Sample Equipment	Flat fee per project	\$25
Survey Gear (laser level & rod)	Per day	\$80
Soil Vapor Extraction System	Per Month	\$750
Atmospheric Condition Monitoring Unit	Per day	\$50
Other Equipment	Negotiated	Negotiated
<u>Consumable Items:</u>		
Polyethylene Purge/Sampling Tubing	Each 10 feet	\$2.50
Silicone Peristaltic Pump Head Tubing	Each foot	\$4.00
Water Sample Bailer	Each	\$10
Bailer Rope/String	Each 10 feet	\$1.00
Personal Protection Equipment	Per day per person	\$50

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.



**Subject: Property Appraisal
- Rohwer Property**

Proposed Council Action:

Authorize the Consultant Services Contract with Trueman Appraisal Company for the appraisal of the Rohwer property in an amount not to exceed \$500.00

Dept. Origin: Public Works Department

Prepared by: David Brereton, Interim *David*
Public Works Director

For Agenda of: February 11, 2008

Exhibits: Consultant Services Contract
Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: *DK* _____

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head: *David 2/7/08*

Expenditure	Amount	Appropriation
Required \$500	Budgeted \$0	Required \$0

INFORMATION / BACKGROUND

Council directed staff to proceed with a Purchase and Sale Agreement for the property commonly known as the Miller property at 9702 Crescent Valley Drive next to the BMX Bike Track. As a condition of the Purchase and Sale Agreement, the city is responsible to obtain an appraisal of the property to determine a fair market value.

Trueman Appraisal Company was contacted by the city to do an appraisal of this property in 2004. At that time, the property was appraised at \$250,000.

FISCAL CONSIDERATION

This appraisal was not anticipated in the 2008 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 Trueman Appraisal Company for the appraisal of the Rohwer property in an amount not to exceed \$500.00

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
TRUEMAN APPRAISAL COMPANY**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Trueman Appraisal Company, a sole proprietorship, organized under the laws of the State of Washington located and doing business at 2311 North 30th Street, Tacoma, Washington 98403 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in appraisal review of the Rohwer Property located at 9702 Crescent Valley Drive, Gig Harbor, Washington 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 attached Scope of Work, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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 Five Hundred Fifty dollars and no cents (\$500.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit A**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that

portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by March 7, 2008; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

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

prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:
Trueman Appraisal Company
ATTN: John Trueman
2311 North 30th Street
Tacoma, WA 98403
(253) 272-2720

City of Gig Harbor
ATTN: Dave Brereton
Interim Public Works Director
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

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

CONSULTANT
By: *John Trueman*
Its Principal

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:
CONSULTANT:
Trueman Appraisal Company
ATTN: John Trueman
2311 North 30th Street
Tacoma, WA 98403
(253) 272-2720

City of Gig Harbor
ATTN: Dave Brereton
Interim Public Works Director
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

APPROVED AS TO FORM:

ATTEST:

City Attorney

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

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

My Commission expires: _____

EXHIBIT A

Trueman Appraisal Company

Real Estate Appraising & Consulting
2311 North 30th Street
Tacoma, Washington 98403
info@truemanappraisal.com
(253) 272-2720
Fax (253) 272-2817

February 6, 2008

Mr. Dave Breveton
City of Gig Harbor
3500 Grandview Street
Gig Harbor, Washington 98335

Re: Appraisal of a Single Family Residence
Located at 9702 Crescent Valley Drive Northwest
Gig Harbor, Washington

Dear Mr. Breveton:

Pursuant to your request, we appreciate the opportunity to submit a proposal for the appraisal of the above-referenced property. The appraisal shall be prepared for the City of Gig Harbor and is for the sole and exclusive use of same. We request that you seek our written authorization before releasing the reports to any other party.

The purpose of this appraisal is to estimate the market value of the above-referenced property. The property rights appraised would be the fee simple interest. The property will be valued as of the date of inspection.

The appraisal will be prepared in accordance with the Uniform Standards of Professional Appraisal Practice. Attached to this letter you will find a copy of our qualifications. The type of report will be a Residential Form Report (URAR).

The estimated completion date of the appraisal is five weeks from the date of your signed authorization and receipt of the requested information. We can only complete the appraisal by this date if we receive from you in a timely manner any relevant information needed for the preparation of the report. In order to complete this appraisal by the estimated completion date, the following information is needed:

- Title Report and Correct Legal Description
- Contact Person and Telephone Number for Property Inspection

Mr. Breveton
Page 2
February 6, 2008

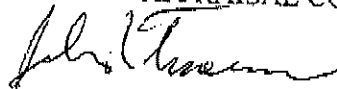
We will furnish you with three copies of the appraisal report. Our fee for this appraisal will be \$500. This fee does include the cost of certain expenses that may be incurred in the preparation of the report. A bill for the appraisal fee will be presented and immediate payment will be requested at the time the report is completed. If court preparation, deposition, or court testimony is required upon completion of this report, our time for this will be billed at \$175 per hour.

Any amounts due and owing for the appraisal fee and/or the expenses incurred in the preparation of the report which have not been paid within thirty (30) days of the date of the written appraisal shall be deemed delinquent and an interest charge of 18% per annum (1.5% per month) shall be added to the outstanding balance. In the event that the fees, expense and interest charges are not paid and a lawsuit must be commenced to enforce the terms of this contract, the prevailing party shall be entitled to all amounts due and owing, as well as all costs and reasonable attorney's fees.

We will proceed with the preparation of this appraisal upon receipt of a signed copy of this letter. If you have any questions about anything contained in this letter or in any of the attachments, please give us a call. We look forward to working with you in the future on this project.

Very truly yours,

TRUEMAN APPRAISAL COMPANY



John R. Trueman, MAI, SRA

JRT:jad
Enclosure

Engagement Letter Accepted: _____ Dated: _____



Subject: 50th Street Improvement Project
Conceptual Layout Presentation

Proposed Council Action: None

Dept. Origin: Engineering Division

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

For Agenda of: February 11, 2008

Exhibits: Power Point Presentation

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: _____

Approved as to form by City Atty: N/A

Approved by Finance Director: N/A

Approved by Department Head: JS

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

INFORMATION / BACKGROUND

Presented for Council consideration is a presentation prepared by the City's engineering consultant Hough Beck & Baird Inc. depicting the proposed roadway improvements. The extent of the roadway improvement project generally consists of the extension of 50th Street to 38th Avenue.

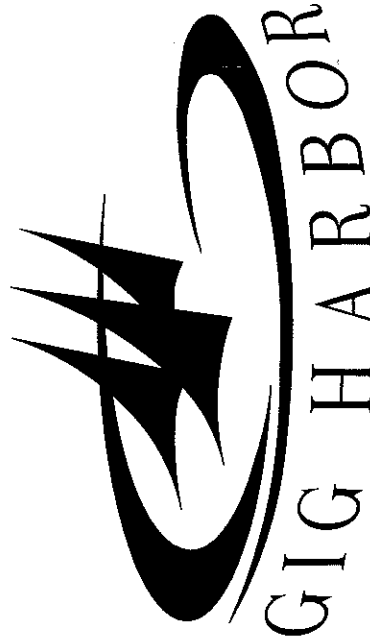
Improvements will consist of a two-way roadway complimented with storm drainage, street illumination, curb, gutter, and sidewalk amenities.

Previously, this project was discussed at the Parks Commission meeting and also the Public Works Committee meeting. The allocated budget for this project is \$950,000.

Construction is expected to occur this summer, provided the City has procured all the necessary environmental permits and approvals.

50th STREET COURT ROAD IMPROVEMENT PROJECT 50TH STREET CT FROM 38TH AVE TO 34TH AVE

PROJECT No. CSP-XXXX



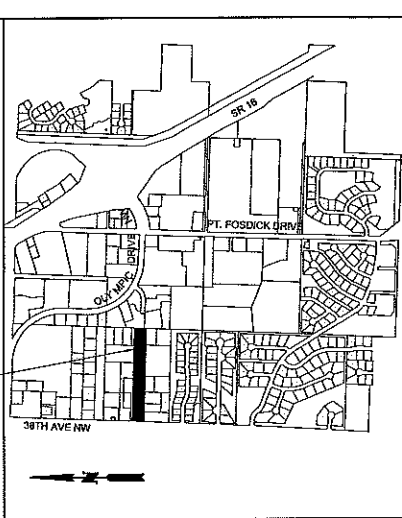
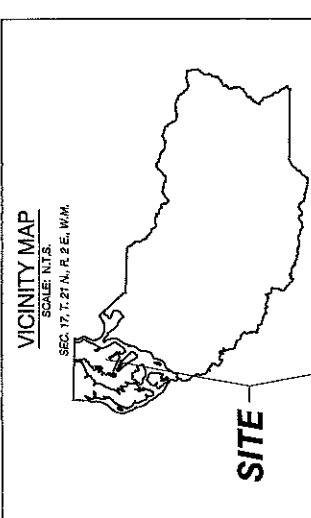
“THE MARITIME CITY”

CITY OF GIG HARBOR
ENGINEERING DIVISION
3510 GRANDVIEW STREET
GIG HARBOR, WA 98335
(253) 851-6170, FAX (253) 853-7597

MAYOR
CHARLES L. HUNTER

COUNCIL MEMBERS
TIM PAYNE
STEVEN EKBERG
DEREK YOUNG
JIM FRANICH
KEN MALICH
PAUL CONAN
PAUL KADZIK

CITY ENGINEER
STEPHEN T. MISIURAK



SHEET INDEX

- SHEET 1 - G-1 COVER SHEET
- SHEET 2 - G-2 SYMBOLS AND ABBREVIATIONS
- SHEET 3 - PP-1 PLAN AND PROFILE - STA 11+50 TO STA 16+50
- SHEET 4 - PP-2 PLAN AND PROFILE - STA 16+50 TO STA 21+50
- SHEET 5 - PP-3 PLAN AND PROFILE - STA 21+50 TO STA 26+00
- SHEET 6 - XS-1 TYPICAL CROSS SECTIONS

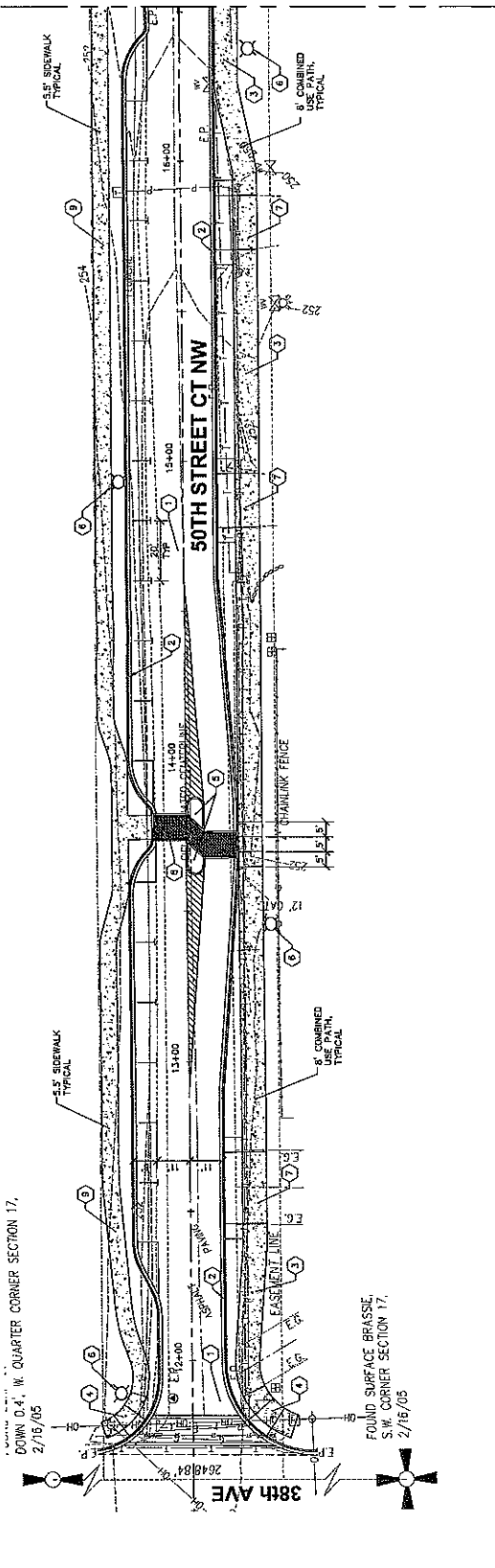
APPROVED FOR CONSTRUCTION FOR THE CITY OF GIG HARBOR

BY: STEPHEN T. MISIURAK, P.E., CITY ENGINEER DATE: _____



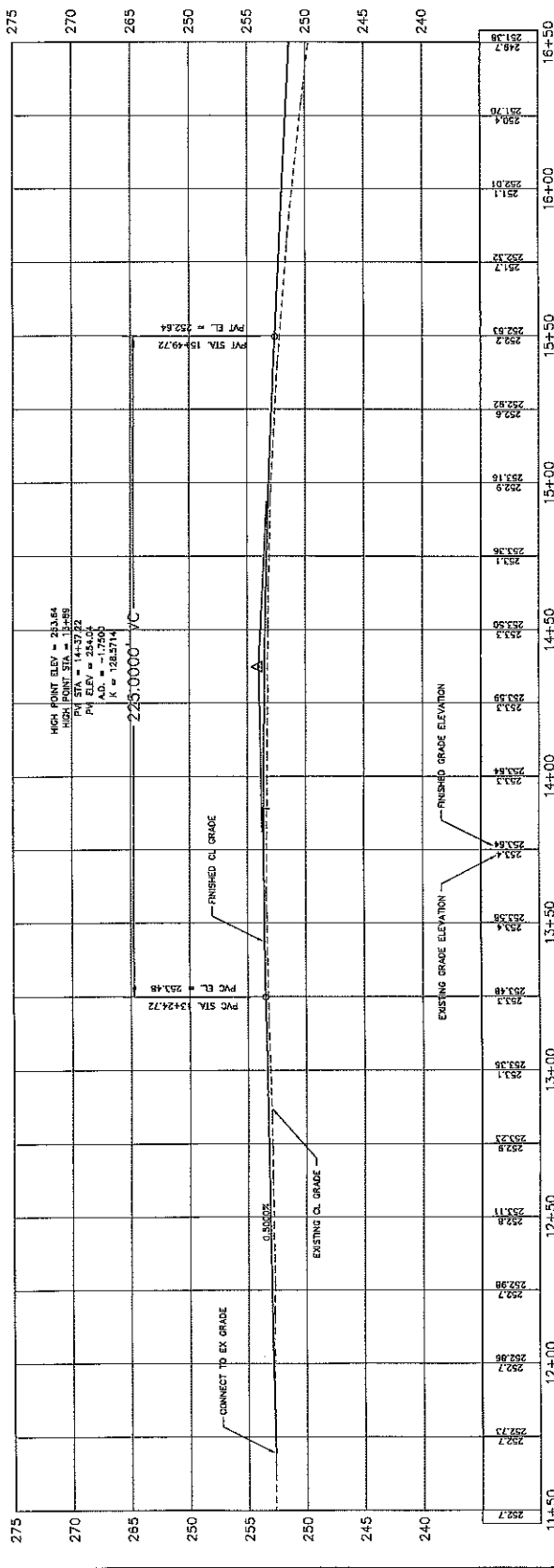
- CONSTRUCTION NOTES**
1. CONSTRUCT ROADWAY SECTION PER TYPICAL ROADWAY SECTIONS ON DWG NO. 16-1.
 2. CONSTRUCT CURB AND GUTTER TOP CITY OF GIG HARBOR STANDARD DETAIL.
 3. CONSTRUCT CEMENT CONCRETE PEDESTRIAN BIKE PATH.
 4. CONSTRUCT WISDOT TYPE 2 SIDEWALK RAMP.
 5. CONSTRUCT CEMENT CONCRETE PEDESTRIAN ISLAND.
 6. CONSTRUCT 'LUMAS' LUMINAIRE.
 7. CONSTRUCT COULST CONCRETE DRIVEWAY PER CITY OF GIG HARBOR STANDARD PLAN.
 8. CONSTRUCT PATHEON CEMENT CONCRETE X-WALK.
 9. CONSTRUCT CEMENT CONC. SIDEWALK PER CITY OF GIG HARBOR STANDARD PLAN.

MATCH LINE STA. 16+50
SEE SHEET PP-2



DOWN 0.4' W. QUARTER CORNER SECTION 17,
2/16/05

FOUND SURFACE BRASSIE,
S.W. CORNER SECTION 17,
2/16/05



PLAN AND PROFILE

GIG HARBOR, WASHINGTON
WESTSIDE PARK
50TH STREET COURT NORTHWEST
ROAD IMPROVEMENTS

50th STREET COURT NORTHWEST
STA. 11+50 TO STA. 16+50

Project No. 000006233
REV. DATE: 01/20/08
REV. NO. 01

Project No. 67141_PPL_0000_01.dwg

DATE: JANUARY, 2008

Project Manager: G. GARDIA
Designer: G. GARDIA
Checker: J. BREA
In-Charge: M. BURCH
Title: J. CAMPBELL

HR
HR Engineering, Inc.
4717 57th St NW
Gig Harbor, WA 98558-5710
(252) 858-5263 FAX

GIG HARBOR
THE MARITIME CITY



Subject: Resolution of support of green building practices and the Tacoma- Pierce Co. Master Builders Assn. Built Green program.

Proposed Council Action: Approve the resolution in support of green building practices and the Tacoma- Pierce Co. Master Builders Associations Built Green program.

Dept. Origin: Building/Fire Safety

Prepared by: D. Bower Building/Fire Safety Dir.

For Agenda of: February 11, 2008

**Exhibits: ATTACHMENT A.
PROGRAM OVERVIEW**

Initial & Date

Concurred by Mayor:

Approved by City Administrator: POK 2/6/08

Approved as to form by City Atty: CAM 2/6/08

Approved by Finance Director: _____

Approved by Department Head: DB

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

INFORMATION / BACKGROUND

The cumulative impacts of development activities on the environment are becoming widely recognized as possible contributors to environmental degradation, green house gas emissions and climate change in general. Such environmental impacts can have a negative effect on the environmental health, quality of life, and economic prosperity of the City. Green building practices help mitigate the impacts of development by reducing waste, pollution, and energy consumption while helping maintain natural vegetation, storm water quality, aquifer recharge, fish and wildlife habitat, and fragile ecosystems.

This resolution will serve to reinforce the City's commitment to maintaining the environmental health, economic prosperity, and quality of life enjoyed by our residents and visitors. In addition, the resolution recognizes the Built Green™ program sponsored by the Tacoma – Pierce County Master Builders Assn. as a voluntary green building program available to assist developers and contractors to incorporate environmentally responsible development and construction practices in their projects.

FISCAL CONSIDERATION

No fiscal impact is anticipated from this resolution.

BOARD OR COMMITTEE RECOMMENDATION

The Councils Planning and Building committee received a staff report regarding low impact development, which includes green building, at their December 3rd. meeting at which time staff agreed to bring forward this resolution.

RECOMMENDATION / MOTION

Move to: Approve the resolution in support of green building practices and the Tacoma - Pierce Co. Master Builders Associations Built Green program.

RESOLUTION NO. 741

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, SUPPORTING THE USE OF GREEN BUILDING PRACTICES AND RECOGNIZING THE PIERCE CO. MASTER BUILDERS PROGRAM AS A MODEL VOLUNTARY GREEN BUILDING PROGRAM.

WHEREAS, the impacts of development activities on the environment are becoming widely recognized as possible contributors to green house gas emissions and climate change in general; and

WHEREAS, the City of Gig Harbor recognizes that a healthy environment is important to the economic prosperity and quality of life of the Gig Harbor Community; and

WHEREAS, green building practices can help protect the environment from adverse impacts of development activities by reducing waste and emissions; increasing the use of recycled and renewable resources; reducing storm water run-off and pollution; and promoting emergency efficiency in the built environment;

WHEREAS, the Pierce County Master Builders Association through their Built Green™ program provides a voluntary program encouraging the use of green building practices in residential development activities;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

The City Council of the City of Gig Harbor hereby encourages the use of green building practices in all development activities occurring in the City and recognizes the Pierce County Master Builders Association's Built Green™ program as a model voluntary green building program available to the Gig Harbor development community.

RESOLVED this 11th day of February, 2008.

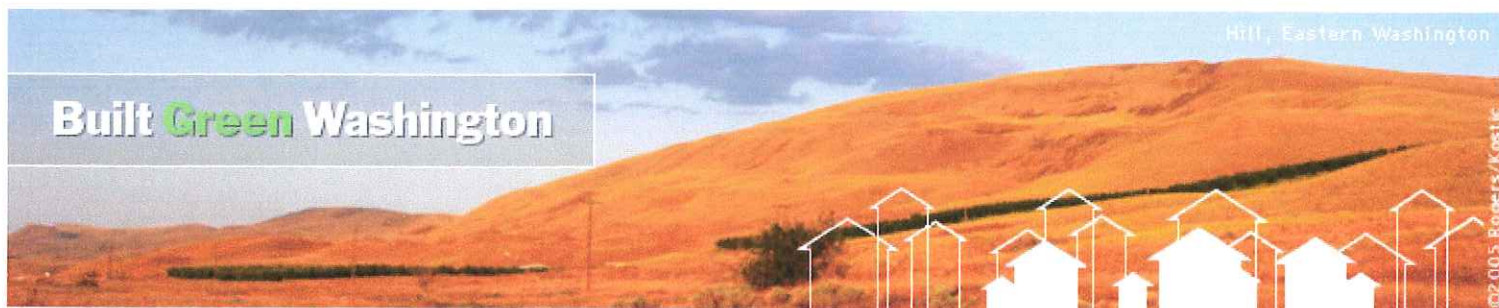
APPROVED:

DEREK YOUNG, MAYOR PRO TEM

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

FILED WITH THE CITY CLERK: 02/08/08
PASSED BY THE CITY COUNCIL: 02/11/08
RESOLUTION NO. 741



Built Green Washington

- [Welcome](#)
- [Homebuyers & Owners](#)
- [Professionals & Builders](#)
- [Seeing Green Gallery](#)
- [Current News](#)
- [Events & Courses](#)
- [Case Studies](#)
- [Home Owner Resources](#)
- [Builder Resources](#)

[Programs > Tacoma-Pierce County Built Green](#)

Tacoma-Pierce County BUILT GREEN



"Why aren't you green yet?"

Overview of Programs

- [Built Green Washington](#)
- [Central](#)
- [Clallam County](#)
- [Clark County](#)
- [Jefferson](#)
- [King & Snohomish](#)
- [Kitsap](#)
- [Lower Columbia](#)
- [North Central](#)
- [Olympia Region](#)
- [Pierce](#)
- [San Juan Islands](#)
- [Skagit-Island](#)
- [Spokane](#)
- [Tri-Cities](#)
- [Whatcom](#)
- [Email Us](#)

Parent Organization
Master Builders Association of Pierce County

Area Served
Pierce County - unincorporated areas and 23 cities within the County

Mission
To work in partnership to create safer, healthier and more efficient homes, reduce impacts of construction and development, and improve and protect the valuable community and natural resources of Tacoma and Pierce County. We will achieve this by:

Using a voluntary, market-driven approach

Delivering a credible standard for home construction that reflects the Master Builders Association's commitment to building better communities through environmental responsibility

Providing information and education to enhance the capacity of our design and building professionals to employ effective technologies, products, and practices to achieve the standard

Actively promoting the features and benefits of these practices to homebuyers, making BUILT GREEN™ the preferred consumer standard.

- Types of Certification**
- Homebuilder (new single family)
 - Remodeler (single or multi-family)
 - Communities (land development)
 - Multi-Family currently under development

Certification Process

- Contact Info
- www.mbapierce.com
- Contact Email
- Tiffany Speir,
Government Affairs Director
(877) 272-1616
- Enrollment
- Members: 38
- Builders: 20
- Homes Certified: 2550
- Current News
- [View all news](#)
- Events & Courses
- [View all events](#)
- Case Studies
- [View program case studies](#)
- [View all case studies](#)
- Home Owner Resources
- [View program case studies](#)
- [View all resources](#)
- Builder Resources
- [View program case studies](#)
- [View all resources](#)
- Program Website
- Quick Links

 = BUILT GREEN Program

Project funded by the Washington State Department of Ecology



New Business - 5

1) Industry members join the BUILT GREEN program by attending an orientation, paying the application fee as a Builder or Associate Member, and receiving the program materials.

2) Submit the applicable checklist (Homebuilder, Remodeler, Communities, or Multi-Family) after reviewing the applicable handbook and resource materials and complying with program requirements for each item selected. Total points achieved on the checklist determine the star-level rating for each project.

3) Program participants wishing to certify projects must attend at least two BUILT GREEN-approved continuing education class per year.

[Homepage](#)
[Members](#)
[Sponsors](#)
[Checklists](#)
[Case studies](#)
[Resources](#)
[Tacoma-Pierce County](#)
[Built Green home page](#)

...

Verification

The Tacoma-Pierce County BUILT GREEN program is a self-certification process. However, participants receive additional recognition and a higher star rating if they have 3rd party verification of their projects.

Program Tools

- Administrative Manual for Staff Administrator
- Program Participant Resource CD
- Homebuilder, Remodeler, and Communities Program Handbooks and Resource Lists
- Subcontractor Trade "Tip Sheets"
- BUILT GREEN hats, window stickers, industry and public informational brochures, homeowners maintenance kit starter materials
- Job site and yard signs
- Resource and materials handling information from Tacoma Solid Waste, Puget Sound Energy, Tacoma Power, Countrywide Home Loans

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[BUILT GREEN™](#) is a registered trademark of the [Home Builders Association of Metro Denver](#), Colorado, used by the Washington State BUILT GREEN programs with permission. :: Original content by [O'Brien and Company](#) :: Design by [Well Built Web](#)

**Pierce County Regional Council
2401 South 35th Street, Room 228
Tacoma, Washington 98409
(253) 798-3726**

January 22, 2008

Dear Mayors/City Managers:

Recently, you were sent a letter from the Pierce County Regional Council requesting your Council's nomination of a representative to fill Position One of the Zoo/Trek Authority Board. The nomination process is now closed and a representative needs to be elected by the 22 cities and towns (excluding the City of Tacoma) within the ZTA boundary. Metro Parks is requesting your assistance to fill this at-large position. Accordingly, we ask that you please present this item at your next council meeting for action.

As information, this representative will fill a vacancy in Position One for a term of three years.

In accordance with the interlocal agreement, candidates must be an elected official from cities and towns, other than Tacoma, representing at least 60% of the combined populations of those cities. The following election procedure will be followed:

1. Each city and/or town may select the nominated candidate for Position One or may write-in a candidate. Candidates for Position One must be from the smaller eleven cities/towns in population.
2. Council action is required. The enclosed ballot form must be submitted to Paula Manning, Pierce County Regional Clerk, no later than **5:00 p.m. on Friday, February 29, 2008**. The ballot may be faxed to 253.798.3680, e-mailed to pmannin@co.pierce.wa.us, or mailed to the above address.

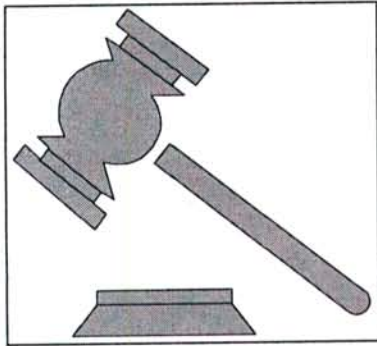
There is a need for immediate attention to this issue. I wish to express my appreciation for your prompt cooperation. Please call with any questions you may have.

Sincerely,

Paula Manning
Clerk, Pierce County Regional Council

F:\WPFILES\LONG\ADMIN\PCRC\ZTA\2007\Ballot Letter Pos 1.doc
Enclosure

- c. Mike Lonergan, Chair, Pierce County Regional Council



**ZOO / TREK AUTHORITY BOARD
OFFICIAL BALLOT
VOTE FOR ONE**

Position One

Name	City/Town
Bobbi Allison	Town of Eatonville

or

_____ write-in candidate

The city/town of GIG HARBOR wishes to cast its vote for _____ of the City/Town of _____ for Position One to serve as a member of the Zoo/Trek Authority Board fulfilling a three-year term, representing the cities and towns within the Pierce County Regional Council boundary.

Date: 2/11/08

By: _____

Title: MANOR PRO TEM

This form must be accompanied by a certified copy of the council resolution or motion. Ballots must be received by the Pierce County Regional Council Clerk by: **5:00 p.m., February 29, 2008.**



Subject: Staff Report – All-Hazard Mitigation Plan

Proposed Council Action: None-Information only

Dept. Origin: Building/Fire

Prepared by: D. Bower, Building/Fire Safety Dir.

For Agenda of: February 11, 2008

Exhibits: Draft Mitigation Plan

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: _____

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head: _____

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

The federal government through the Department of Homeland Security/Federal Emergency Management Agency, National Incident Management System, has mandated certain emergency planning activities as a condition of receipt of federal grant funds related to disaster planning, mitigation and recovery. Among the requirements is the development, implementation and maintenance of a natural hazard mitigation plan. For the past two years, the City has been working with Pierce Co. Department of Emergency Management and the other contract cities in the development of an all-hazard mitigation plan. This effort has culminated in the attached draft mitigation plan provided for your review.

The plan provides considerable information about the City ranging from demographics to vulnerabilities and includes strategies designed to reduce the amount and severity of damage from emergencies and disasters of all kinds (mitigation strategies). When adopted, the plan will be a component of the City's overall emergency management program, providing us with guidance for future activities, including hardening of City facilities and infrastructure, and additional justification for future mitigation grant requests as available from DHS/FEMA.

The draft plan presented for your review contains two missing sections that will be incorporated into the plan prior to bringing a resolution for adoption before the Council. Those sections include:

Section 1. Process. This section is still being developed by the County as it is common to all of the local plans and will include information on the FEMA approval process which will begin shortly. Once that process is completed, Section 1 will be incorporated into the plan prior to local adoption.

Section 6. Infrastructure. This section is in the final stages of completion at the County level. Because of the sensitive nature of the information, Section 6 will be included in the plan as a confidential section not available for public review as allowed by law.

Once FEMA has approved the plan, it will be brought back before the council for adoption. At this time it's anticipated that this will occur in late spring 2008. Upon adoption, the City will be fully NIMS compliant and eligible for planning and mitigation funds available through various federal programs.

FISCAL CONSIDERATION

There are no immediate fiscal impacts from the plans adoption. Future fiscal impacts may include specific project related funds as approved in future budgets. Positive fiscal impacts may come from eligibility for federal grant funds for hardening of City facilities against disaster damage, and potential programs for assisting the public in mitigation activities.

BOARD OR COMMITTEE RECOMMENDATION

No board or committee recommendation has been provided at this time.

RECOMMENDATION / MOTION

Move to: none

SECTION 2

**REGION 5 HAZARD MITIGATION PLAN
CITY OF GIG HARBOR
PROFILE SECTION**

Table of Contents

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 DEMOGRAPHICS 4
 SPECIAL POPULATIONS 4
INFRASTRUCTURE SUMMARY 5
 GENERAL 5
 JURISDICTION INFRASTRUCTURE 5
 LAND USE MAP 6
ECONOMIC SUMMARY 7
RESOURCE DIRECTORY 8
 REGIONAL 8
 NATIONAL 8
ENDNOTES 9

VISION STATEMENT

The vision of the City of Gig Harbor is as follows:

Our vision for the City of Gig Harbor is a community:

That is well planned and comprised of identifiable residential and business neighborhoods that are safe, secure and have access to high quality municipal services and amenities;

With pedestrian, bicycle, vehicular, and police service systems that enable people to move safely between neighborhoods, work places, shopping and other destinations;

That continuously develops partnership of citizens, city government, business and education, and that fosters meaningful involvement and civil exchange of ideas;

That provides an integrated system and natural features, open space, recreational and cultural opportunities;

That develops and preserves its natural and historical assets, while adapting to a changing environment; and

Whose government is responsive to the needs of its citizens and serves as a steward of public resources and confidence.

DRAFT

SERVICES SUMMARY

The City of Gig Harbor was incorporated in the year 1888.

The jurisdiction provides the following services:

Table 2-1 City Services¹

CITY SERVICES			
Service	Yes	Service	Yes
Mayor/City Manager	Yes	Municipal Airport	No
City Attorney	Yes	Municipal Court	Yes
City Clerk	Yes	Public Works/Improvements	Yes
City Treasurer	Yes	Comprehensive Planning	Yes
Sheriff or Police	Yes	Parking Meter Revenue	No
Parks Commissioners	Yes	Construction and Operation of Boat Harbors, Marinas, Docks, etc.	Yes
City Council	Yes	Issue Bonds and Levies of General Tax	Yes
License and Tax Fees	Yes	Fire Department/EMS	Yes
Non-Polluting Power Generation	No	Parking, Off-street Facilities	No
Hydroelectric Resources	No	Sanitary Landfill/Refuse Service	No
Radio Communications	Yes	Sidewalks	Yes
Streets	Yes	Storm Drains	Yes
Waste Water Treatment	Yes	Streets/Alleys	No
Water Utility	Yes	Parks and Parkways	Yes
Public Transportation Systems	No	Water Pollution Abatement	Yes
Residential Care Facilities	No	Local Improvement Districts	Yes
Child Care Facilities	No		No
Emergency Management	Yes	Historic Preservation	Yes
Building Construction Permitting	Yes	Fire Prevention	Yes

GEO-POLITICAL SUMMARY

Table 2-2 Geo-Political Summary²

Jurisdiction	Area (sq mi)	Elevation Range (ft)	Major Water Features	Regional Partners	
				Shared Borders	Land Use Authorities
City of Gig Harbor	4.85	0-320	<ul style="list-style-type: none"> • Kitsap Watershed • 5-Gig Harbor Basin 	<ul style="list-style-type: none"> • Unincorporated Pierce 	<ul style="list-style-type: none"> • Gig Harbor • Unincorporated Pierce

Base Map

11" x 17" map will be inserted here.

POPULATION SUMMARY

Demographics

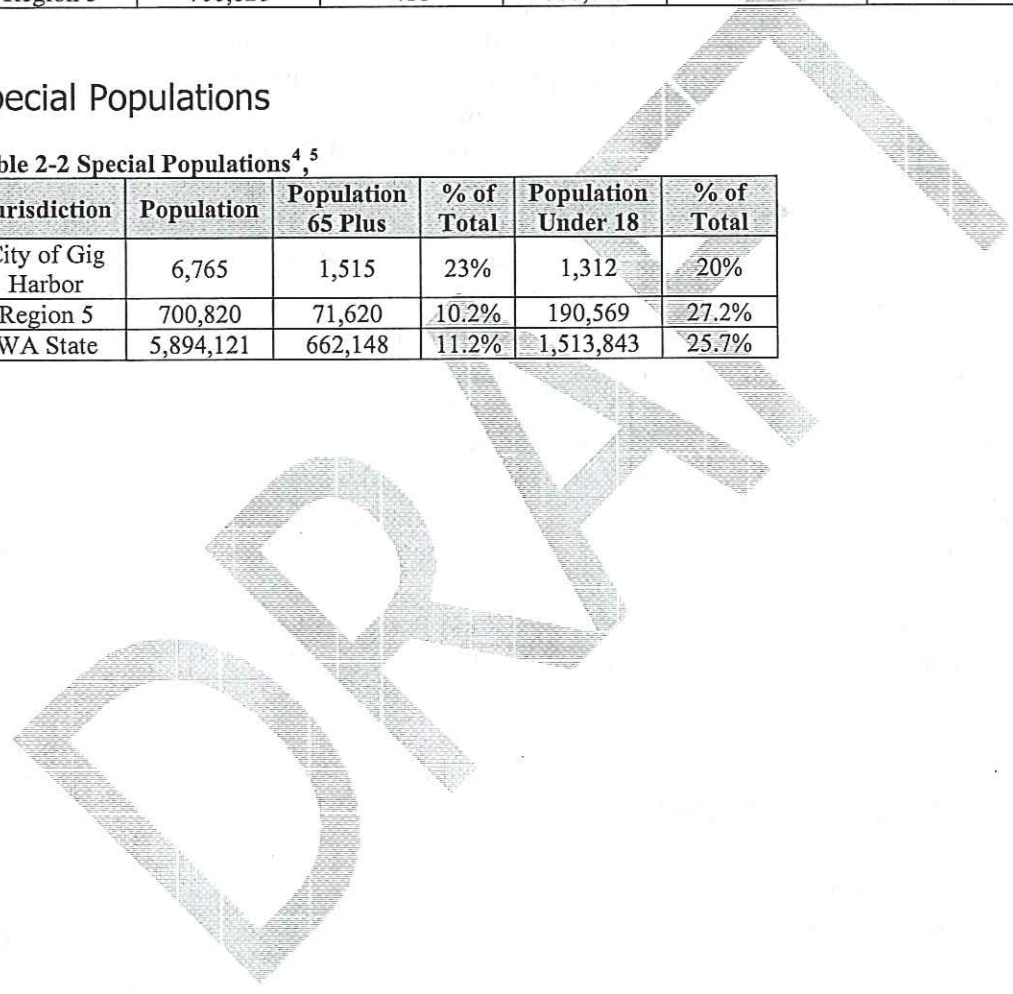
Table 2-1 Population³

Jurisdiction	Population	Population Density (people/sq mi)	Population Served	Projected Year 2017 Population Change (%)	Projected Population Density	Projected 2017 Population Served
City of Gig Harbor	6,765	1,329	6,765	23.6%	1,643	14,900
Region 5	700,820	418	700,820	1.04%	435	729,471

Special Populations

Table 2-2 Special Populations^{4, 5}

Jurisdiction	Population	Population 65 Plus	% of Total	Population Under 18	% of Total
City of Gig Harbor	6,765	1,515	23%	1,312	20%
Region 5	700,820	71,620	10.2%	190,569	27.2%
WA State	5,894,121	662,148	11.2%	1,513,843	25.7%



INFRASTRUCTURE SUMMARY

General

Table 2-5 Parcel Summary⁶

Jurisdiction	# Parcels	Land Value	Average Land Value	Improved Value	Average Improved Value
City of Gig Harbor	3396	\$763,937,800	\$224,952	\$797,887,700	\$234,949
Region 5	292,666	\$39,054,414,761	\$133,444	\$47,992,756,413	\$163,984.73

Jurisdiction	Total Assessed Value	Average Assessed Value
City of Gig Harbor	\$1,561,825,500	\$459,902
Region 5	\$87,047,171,174	\$297,428

Table 2-6 Housing Summary⁷

Jurisdiction	# Houses	Housing Density	Avg Year Built	Avg Year Built (%)
City of Gig Harbor	3,085	636	<ul style="list-style-type: none"> • >1939: 158 • 1940-1979: 1,240 • 1980-2000: 1,716 	<ul style="list-style-type: none"> • >1939: 5.1% • 1940-1979: 39.9% • 1980-2000: 55.1%
Region 5	277,060	165	<ul style="list-style-type: none"> • >1939: 34,857 • 1940-1979: 133,531 • 1980-2000: 108,672 	<ul style="list-style-type: none"> • >1939: 12.6% • 1940-1979: 48.2% • 1980-2000: 39.2%

Jurisdiction Infrastructure

The following table shows the overview of infrastructure owned by the City of Gig Harbor. The infrastructure is categorized according to the infrastructure sectors as designated by the Department of Homeland Security. This chart is intended as a summary only.

For further details on Department of Homeland Security infrastructure sectors, please see the Process Section 1.

Table 2-7 Owned Infrastructure⁸

Total Infrastructure	Emerg. Services	Tele-comm	Transportation	Water	Energy	Government	Commercial	Total Value (\$)
44	1		1	23		1	18	\$479,959,901

Land Use Map

Insert map of Current and Future land use

DRAFT

ECONOMIC SUMMARY

Table 2-8 Fiscal Summary⁹

Jurisdiction	Operating Costs (per month)	Operating Budgeted Revenues ¹⁰	Operating Budgeted Expenditures ¹¹	Fund Balance as % of Operating Cost	Avg. Fund Balance (5 yrs)
City of Gig Harbor	\$591,372	\$9,041,541	\$7,455,691	112	\$7,228,912

Table 2-9 Employment Profile¹²

Employment Category (SIC)	City of Gig Harbor	Pierce County
Agriculture, Forestry, Fishing, Mining and Hunting	73	3,126
Construction	182	24,340
FIRES (Finance, Insurance, Real Estate, and Services)	196	18,212
Wholesale Trade	147	13,919
Transportation and Warehousing and Utilities	169	21,555
Manufacturing	238	39,511
Retail	291	39,408
Education, Health and Social Services	734	65,256
Professional, Scientific, Management, Administrative, Waste Management	232	23,095
Public Administration	112	18,363

Table 2-10 Unemployment¹³

Jurisdiction	Unemployment Rate
City of Gig Harbor	4.9%
Region 5	6.5%
WA State	6.2%

RESOURCE DIRECTORY

Regional

- **City of Gig Harbor**
<http://www.cityofgigharbor.net>
- **Pierce County Government**
<http://www.piercecountywa.org/PC/>
- **Pierce County DEM**
<http://www.piercecountywa.org/pc/abtus/ourorg/dem/abtusdem.htm>
- **Pierce County PALS**
<http://www.piercecountywa.org/pc/services/home/property/pals/palsmain.htm>
- **Municipal Research & Services Center of Washington (MRSC)**
<http://www.mrsc.org>

National

- **US Census**
www.census.gov/

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ENDNOTES

-
- ¹ Information from survey completed by the City.
 - ² Information from Pierce County GIS application, CountyView Pro (7/06).
 - ³ Information provided by the Gig Harbor Planning Department and the Gig Harbor Finance Department.
 - ⁴ "Population" provided by the Gig Harbor Planning Department.
 - ⁵ Other Special Population information from Pierce County GIS application, CountyView Pro projected for 2007.
 - ⁶ Information provided by the Gig Harbor Planning Department and the Gig Harbor Finance Department.
 - ⁷ Information from Census 2000, Office of Financial Management.
 - ⁸ Information obtained from Jurisdiction from Infrastructure Matrix.
 - ⁹ Information obtained from Gig Harbor Finance Department.
 - ¹⁰ Non-Capital
 - ¹¹ Non-Capital
 - ¹² Information from Census 2000, Office of Financial Management.
 - ¹³ Information from Census 2000, Office of Financial Management.

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Section 3

Capability Identification Requirements

Planning Process---Requirement §201.6(b):

An open public involvement process is essential to the development of an effective plan.

Documentation of the Planning Process---Requirements §201.6(b):

In order to develop a more comprehensive approach to reducing the effects of natural disasters, the planning process shall include:

(3) Review and incorporation, if appropriate, of existing plans, studies, reports, and technical information.

- Does the planning process describe the review and incorporation, if appropriate, of existing plans, studies, reports, and technical information?

Assessing Vulnerability: Analyzing Development Trends---Requirement §201.6(c)(2) (ii)(C):

[The plan **should** describe vulnerability in terms of] providing a general description of land uses and development trends within the community so that mitigation options can be considered in future land use decisions.

- Does the plan describe land uses and development trends?

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SECTION 3

**REGION 5 HAZARD MITIGATION PLAN
CITY OF GIG HARBOR
CAPABILITY IDENTIFICATION SECTION**

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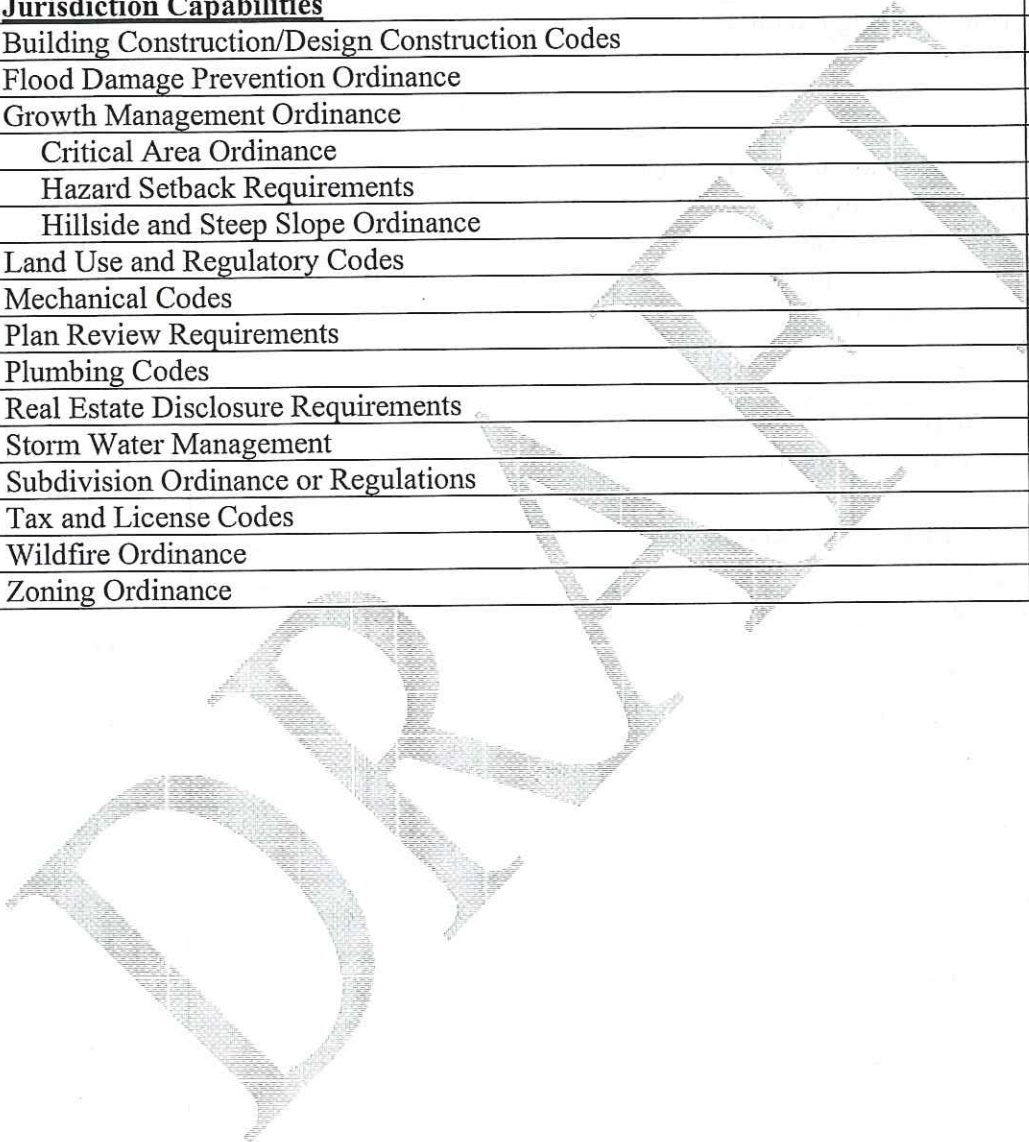
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FISCAL CAPABILITY 7
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Legal and Regulatory

Table 3-1 Legal and Regulatory

Regulatory Tools (Ordinances and Codes)	Yes or No
Jurisdiction Capabilities	
Building Construction/Design Construction Codes	Yes
Flood Damage Prevention Ordinance	Yes
Growth Management Ordinance	Yes
Critical Area Ordinance	Yes
Hazard Setback Requirements	Yes
Hillside and Steep Slope Ordinance	Yes
Land Use and Regulatory Codes	Yes
Mechanical Codes	Yes
Plan Review Requirements	Yes
Plumbing Codes	Yes
Real Estate Disclosure Requirements	No
Storm Water Management	Yes
Subdivision Ordinance or Regulations	Yes
Tax and License Codes	Yes
Wildfire Ordinance	Yes
Zoning Ordinance	Yes



Administrative Capability

Table 3-2 Administrative Capability

Administrative Tools (Agency, Departments or Programs)	Yes or No
Jurisdiction Capabilities	
Architectural Review Board/Historic Review	Yes
Board of Adjustments/Hearing Examiner	Yes
Building Official	Yes
Chamber of Commerce	Yes
City/Town Website	Yes
Commercial Fire Safety/Code Inspection Program	Yes
Community CPR/First Aid Program	No
Community Emergency Response Teams	No
Downtown Revitalization Committee	No
Economic Development Board	No
Emergency Manager	Yes
Engineers	Yes
Families First Coalition	No
Fire and Injury Prevention Program	Yes
Fire Chief	No
Fire Safety & Disaster Classes in Schools	No
Flood Plan Manager	Yes
Government TV Access	No
Grant Writers	Yes
Home Safety Council	No
Information included in Utility Bills	Yes
Lahar Warning System	No
Planners	Yes
Planning Commission	Yes
Police Chief	Yes
Police Department	Yes
Public Utility	Yes
Public Works Department	Yes
Safe Streets Program	Yes
Safety Fairs	No
Stream Team	No
Surveyors	No
City/Town Council	Yes
City/Town Meetings	Yes
City/Town Planning Commission	Yes

Table 3-3 Administrative Capability (Con'd)

Administrative Tools (Agency, Departments or Programs)	Yes or No
Regional Capabilities	
Local Business Districts	Yes
Local Department of Emergency Management	Yes
Local Fire Agencies plus Mutual Aid with others	Yes
Local Hospitals	Yes
Local Law Enforcement Agencies and Mutual Aid with others	Yes
Local Neighborhood Associations	Yes
Local Neighborhood Emergency Teams (NET)	Yes
Local Newspapers	Yes
Local Parks Commission/Board	Yes
Local Power Companies	Yes
Local Parent Teacher's Association	Yes
Neighboring Counties	Yes
Pierce County Department of Emergency Management	Yes
Pierce County Fire Chiefs Association	No
Pierce County Neighborhood Emergency Teams (PCNET)	Yes
Pierce County Police Chiefs Association	Yes
Pierce County Safe Kids Coalition	No
Pierce County Sheriffs Department	Yes
Puget Sound Clean Air Agency	Yes
Puget Sound Energy	Yes
Puget Sound Regional Council	Yes
Puget Sound Water Quality Management Plan	No
Service Organizations	Yes
Tacoma/Pierce County Health Department	Yes
Tribes	No

Technical Capability

Table 3-4 Technical Capability

Technical Tools (Plans and Other)	Yes or No
Jurisdiction Capabilities	
After Action Reports of Any Incident	Yes
Capital Improvement Plan	Yes
Comprehensive Emergency Management Plan	Yes
Comprehensive Plan	Yes
Continuity of Governmental Services and Operations Plan (COOP and COG)	Yes
Critical Facilities Plan	Yes
Drainage Master Plan	Yes
Economic Development Plan	No
Emergency Evacuation Plan	No
Emergency Response Plan	Yes
Generator Placement Plan	No
Habitat Plan	No
Hazardous Materials Response Plan	Yes
Lahar Evacuation Plan	No
Oil Spill Response Plan	Yes
Pandemic Flu Plan	Yes
Post-Disaster Recovery Plan	No
Sewer/Wastewater Comprehensive Plan	Yes
Storm Comprehensive Plan	Yes
Water Comprehensive Plan	Yes
Regional Capabilities	
Coordinated Water System Plan and Regional Supplement 2001	
Local and Regional Emergency Exercises – All Types	Yes

Fiscal Capability

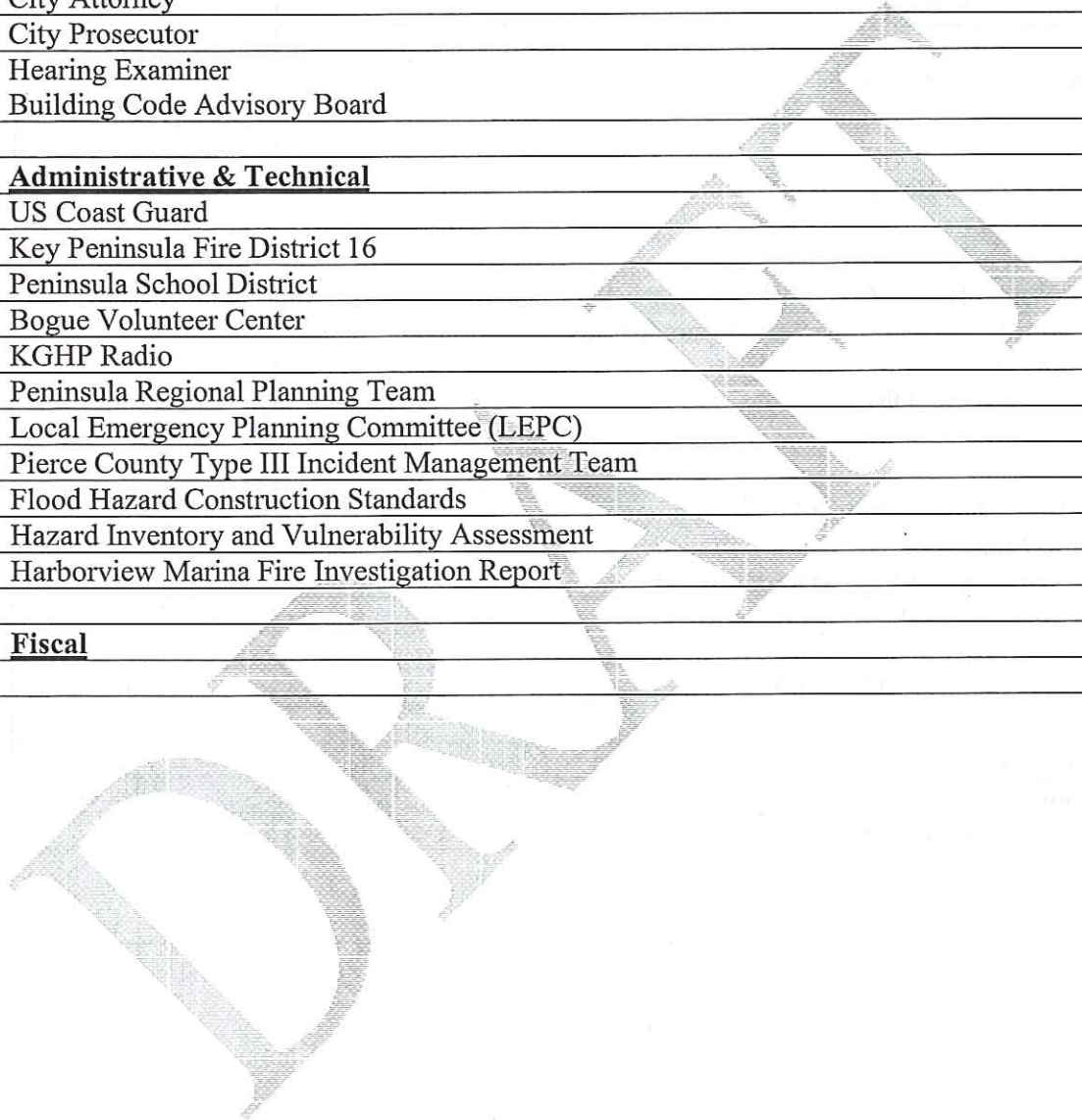
Table 3-5 Fiscal Capability

Fiscal Tools (Taxes, Bonds, Fees, and Funds)	Yes or No
Jurisdiction Capabilities	
TAXES:	
Authority to Levy Taxes	Yes
BONDS:	
Authority to Issue Bonds	Yes
FEES:	
Fees for Water, Sewer, Gas or Electric Service	Yes
Impact Fees for Homebuyers/Developers for New Developments/Homes	Yes
Local Improvement District (LID)	Yes
FUNDS:	
Capital Improvement Project Funds	Yes
Enterprise Funds	Yes
General Government Fund (Departments)	Yes
Internal Service Funds	Yes
Special Revenue Funds	Yes
Withhold Spending in Hazard-Prone Areas	No
Regional Capabilities	
Pierce County Land Conservancy	No
Cascade Land Conservancy	No

Specific Capabilities

Table 3-6 Specific Capabilities

Jurisdiction Specific Capabilities
<u>Legal & Regulatory</u>
City Attorney
City Prosecutor
Hearing Examiner
Building Code Advisory Board
<u>Administrative & Technical</u>
US Coast Guard
Key Peninsula Fire District 16
Peninsula School District
Bogue Volunteer Center
KGHP Radio
Peninsula Regional Planning Team
Local Emergency Planning Committee (LEPC)
Pierce County Type III Incident Management Team
Flood Hazard Construction Standards
Hazard Inventory and Vulnerability Assessment
Harborview Marina Fire Investigation Report
<u>Fiscal</u>



Section 4

Risk Assessment Requirements

Identifying Hazards--- Requirement §201.6(c)(2)(i):

[The risk assessment **shall** include a] description of the type ... of all natural hazards that can affect the jurisdiction.

- Does the plan include a description of the types of all hazards that affect the jurisdiction?
- Does the plan describe the sources used to identify the hazards?
- Does the plan indicate any data limitations?
- Does the plan provide an explanation for eliminating any hazards from consideration?

Profiling Hazard Events---Requirement §201.6(c)(2)(i):

[The risk assessment **shall** include a] description of the ... location and extent of all natural hazards that can affect the jurisdiction. The plan **shall** include information on previous occurrences of hazard events and on the probability of future hazard events.

- Does the risk assessment identify the location of each hazard being addressed in the plan?
- Does the risk assessment identify the extent of each hazard being addressed in the plan?
- Does the plan provide information on the previous occurrences of each natural hazard?
- Does the risk assessment identify for each hazard, a scale of likelihood of occurrence and the impact?
- Is the location of the natural hazard specifically defined?
- Is the quality of information on the extent above average?
- Does the plan document the sources of the information on local, extent, and previous occurrences?

Assessing Vulnerability: Identifying Assets---Requirement §201.6(c)(2) (ii)(A):

[The risk assessment **shall** include a] description of the jurisdiction's vulnerability to the hazards described in paragraph (c)(2)(i) of this section. This description **shall** include an overall summary of each hazard and its impact on the community. The plan **should** describe vulnerability in terms of:§ The types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard areas...

- Does the plan include an overall summary description of the jurisdiction vulnerability to the hazards?
- Does the plan address the impacts of the hazards on the community?
- Does the plan provide information on the types and numbers of vulnerable buildings--infrastructures--critical facilities?
- Does the plan address the vulnerability to future buildings, infrastructure, and critical facilities based on current planned development or anticipated areas of growth within the community?
- Does the plan identify the jurisdictions' repetitive loss areas/structures?

Assessing Vulnerability: Estimating Potential Losses---Requirement §201.6(c)(2) (ii)(B):

[The plan **should** describe vulnerability in terms of an] estimate of the potential dollar losses to vulnerable structures identified in paragraph (c)(2)(i)(A) of this section and a description of the methodology used to prepare the estimate...

- Does the plan identify vulnerability assets as required in Part 201.6 (c)(ii)(A)?

Assessing Vulnerability: Analyzing Development Trends---Requirement §201.6(c)(2) (ii)(c):

[The plan **should** describe vulnerability in terms of providing a general description of land uses and development trends within the community so that mitigation options can be considered in future land use decisions.

- Does the plan describe the vulnerability to hazards as required in 201.6(c)(ii)(a)?
- Does the plan indicate the methodology used to prepare the estimate?

SECTION 4

**REGION 5 HAZARD MITIGATION PLAN
CITY OF GIG HARBOR
RISK ASSESSMENT SECTION**

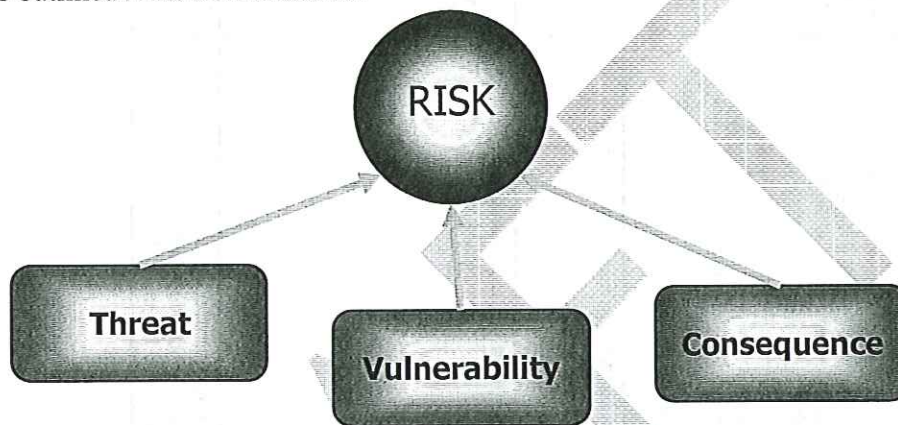
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Section Overview

The Risk Assessment portrays the threats of natural hazards, the vulnerabilities of a jurisdiction to the hazards, and the consequences of hazards impacting communities. Each hazard is addressed as a threat and is identified and profiled in the Hazard Identification. The vulnerabilities to and consequences of a given hazard are addressed in the Vulnerability Analysis. Vulnerability is analyzed in terms of exposure of both population and infrastructure to each hazard. Consequences are identified as anticipated, predicted, or documented impacts caused by a given hazard when considering the vulnerability analysis and the characteristics of the hazard as outlined in its identification.



The WA Region 5 **Hazard Identification** was used for this plan. Each jurisdiction's Vulnerability and Consequence Analysis are based on the Region 5 Hazard Identification. The Region 5 Hazard Identification can be found in Annex (TBD). Each hazard is identified in subsections. The subsections are grouped by hazard-type (i.e., geological and meteorological hazards) and then alphabetically within each type. A summary table of the WA Region 5 Hazard Identification is included in this section as Table 4-1a and Table 4-1b.

The **Vulnerability Analysis** is displayed in five tables:

- Table 4-2 General Exposure
- Table 4-3 Population Exposure
- Table 4-4 General Infrastructure Exposure
- Table 4-5a Consequence Analysis Chart – Geological
- Table 4-5b Consequence Analysis Chart – Meteorological

Each jurisdiction has its own Vulnerability Analysis, and it is included in this section.

The **Consequence Identification** is organized by Threat. Each threat page summarizes the hazard, graphically illustrates exposures from the Vulnerability Analysis, and lists corresponding Consequences. Each jurisdiction has its own Consequence Identification and it is included in this section: avalanche, earthquake, landslide, tsunami, volcanic, drought, flood, severe weather, and wildland/urban interface fire.

Specific information and analysis of a jurisdiction's owned (public) infrastructure is addressed in the Infrastructure Section of its Plan.

Table 4-1a WA Region 5 Hazard Identification Summary – Geological

THREAT	DECLARATION # DATE/PLACE	PROBABILITY/RECURRENCE	MAPS AND FIGURES
<u>AVALANCHE</u>	TBD	TBD	TBD
<u>EARTHQUAKE</u>	N/A--7/22/2001 Nisqually Delta N/A--6/10/2001 Satsop DR-1361-WA--2/2001 Nisqually N/A--7/2/1999 Satsop N/A--4/29/1965 Maury Island, South Puget Sound N/A--4/13/1949 South Puget Sound N/A--2/14/1946 Maury Island	Magnitude 4.3 Magnitude 5.0—Intraplate Earthquake Magnitude 6.8—Intraplate Earthquake Magnitude 5.8—Intraplate Earthquake Magnitude 6.5—Intraplate Earthquake Magnitude 7.0—Intraplate Earthquake Magnitude 6.3 100 years or less occurrence Best Available Science--About every 32 years for intraplate earthquakes	Earthquakes Types (TBD) Major Faults (TBD) County Seismic Areas (TBD) Major Earthquakes (TBD)
<u>LANDSLIDE</u>	DR-1159-WA--12/96-2/1997 DR-852-WA--1/1990 DR-545-WA--12/1977	Unknown but anticipate an occurrence TBD	County Landslide/Soil Erosion Areas (TBD) County Slope Stability Areas (TBD)
<u>TSUNAMI</u>	N/A--1894 Puyallup River Delta (did not induce tsunami) N/A--1943 Puyallup River Delta N/A--1949 Tacoma Narrows	Unknown but anticipate an occurrence TBD	Earthquake Sources of Tsunamis (TBD) Landslide Sources of Tsunamis (TBD) Historic Delta Failures (TBD) Shaded Relief of Puyallup Delta (TBD) Evidence of Past Delta Failures (TBD) WA State Tsunami Vulnerability (TBD) Puyallup Delta Seismic Activity (TBD) Puyallup River Delta (TBD) Nisqually River Delta (TBD) Nisqually River Delta Shaded Relief (TBD)
<u>VOLCANIC</u>	DR-623-WA--5/1980	Unknown but rare occurrence Best Available Science--Case 1 Lahars 500 yr-1000yr and Case 2 Lahars 100yr-500yr	Volcanic Hazards (TBD) County Volcanic Areas (TBD)

Geological

Table 4- 1b WA Region 5 Hazard Identification Summary – Meteorological

HAZARD	DECLARATION # DATE/PLACE	PROBABILITY/RECURRENCE	MAPS AND FIGURES
<u>DROUGHT</u>	DR-981-WA--1/1993 DR-137-WA--10/1962	TBD	TBD
<u>FLOOD</u> Since 1978 3 Repetitive Loss Areas have produced 83 Claims totaling Nearly \$1.78 Millions Dollars.	DR-1671-WA--11/2007 DR-1499-WA--10/2003 DR-1159-WA--12/96-2/1997 DR-1100-WA--1-2/1996 DR-1079-WA--11-12/1995 DR-896-WA--12/1990 DR-883-WA--11/1990	25 years or less occurrence Best Available Science--The frequency of the repetitive loss claims indicates there is approximately a 33 percent chance of flooding occurring each year.	County Watersheds (TBD) County Flood Areas ((TBD) County Repetitive Loss Areas (TBD) Clear Creek Watershed (TBD) Clear Creek Flood Of Record (TBD)
<u>SEVERE WEATHER</u>	DR-1682-WA--12/2007 DR-1671-WA--11/2007 DR-1159-WA--12/96-2/1997 DR-1152-WA--11/19/1996	100 years or less occurrence TBD	County Windstorm-South Wind Event (TBD) County Windstorm-East Wind Event (TBD)
<u>WUI FIRE</u>	TBD	Unknown but anticipate an occurrence	WA State Fire Hazard (TBD) County Forest Canopy (TBD) WA State Fire Occurrences (TBD)

Meteorological

Table 4- 2 Vulnerability Analysis: General Exposure

THREAT	AREA (SQ MI)		PARCELS		
	Total	% Base	Total	% Base	
BASE	4.85	100%	3,396	100%	
<i>Geological</i>	Avalanche ¹	NA	NA	NA	
	Earthquake ²	0	0	0	
	Landslide	1.75	36%	1,004	30%
	Tsunami ⁴	TBD	TBD	TBD	TBD
	Volcanic ³	0	0	0	0
<i>Meteorological</i>	Drought ⁴	TBD	TBD	TBD	
	Flood	.90	19%	198	6%
	Severe Weather	4.85	100%	3,396	100%
	WUI Fire ⁴	TBD	TBD	TBD	TBD

Housing Information

Based on 2000 Census Information City of Gig Harbor has 158 homes built prior to 1940, 1,240 homes built between 1940 and 1979, and 1,716 built between 1980 and 2000. All are exposed to or vulnerable to severe weather and earthquakes.

Table 4- 3 Vulnerability Analysis: Population Exposure

THREAT	POPULATION			SPECIAL POPULATIONS (OF TOTAL EXPOSED POPULATION)				
	Total	% Base	Density (pop/sq mi)	65+ yrs		18- yrs		
				#	%	#	%	
BASE	6,465	100	1,332	1,515	23%	1,312	20%	
<i>Geological</i>	Avalanche	NA	NA	NA	NA	NA	NA	
	Earthquake	0	0	0	0	0	0	
	Landslide	5,523	85%	3,162	1,238	22%	1,144	21%
	Tsunami	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	Volcanic	0	0	0	0	0	0	0
<i>Meteorological</i>	Drought	TBD	TBD	TBD	TBD	TBD	TBD	
	Flood	3,271	51%	3,634	740	23%	722	22%
	Severe Weather	6,465	100	1,332	1,515	23%	1,312	20%
	WUI Fire	TBD	TBD	TBD	TBD	TBD	TBD	TBD

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Table 4- 4 Vulnerability Analysis: General Infrastructure Exposure

THREAT	LAND VALUE			IMPROVED VALUE			TOTAL ASSESSED VALUE		
	Total (\$)	% Base	Avg. Value (\$)	Total (\$)	% Base	Avg. Value (\$)	Total (\$)	% Base	Avg. Value (\$)
BASE	763,937,800	100%	224,952	797,887,700	100%	234,949	1,561,825,500	100%	459,902
Avalanche	NA	NA	NA	NA	NA	NA	NA	NA	NA
Earthquake	0	0	0	0	0	0	0	0	0
Landslide	283,188,200	37%	282,060	315,725,100	40%	314,467	598,913,300	38%	596,527
Tsunami	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Volcanic	0	0	0	0	0	0	0	0	0
Drought	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Flood	65,416,800	9%	330,388	57,417,000	7%	289,985	122,833,800	8%	620,373
Severe Weather	763,937,800	100%	224,952	797,887,700	100%	234,949	1,561,825,500	100%	459,902
WUI Fire	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

Geological

Meteorological

Table 4-5a Consequence Analysis Chart – Geological^{5,6}

THREAT		CONSEQUENCE	YES OR NO
<i>Geological</i>	Avalanche	Impact to the Public	No
		Impact to the Responders	No
		Impact to COG and/or COOP in the Jurisdiction	No
		Impact to Property, Facilities and Infrastructure	No
		Impact to the Environment	No
		Impact to the Jurisdiction Economic Condition	No
	Earthquake	Impact to Reputation or Confidence in Jurisdiction	No
		Impact to the Public	Yes
		Impact to the Responders	Yes
		Impact to COG and/or COOP in the Jurisdiction	Yes
		Impact to Property, Facilities and Infrastructure	Yes
		Impact to the Environment	Yes
	Landslide	Impact to the Jurisdiction Economic Condition	Yes
		Impact to the Public	Yes
		Impact to the Responders	Yes
		Impact to COG and/or COOP in the Jurisdiction	No
		Impact to Property, Facilities and Infrastructure	Yes
		Impact to the Environment	Yes
	Tsunami	Impact to the Jurisdiction Economic Condition	Yes
		Impact to the Public	Yes
		Impact to the Responders	Yes
		Impact to COG and/or COOP in the Jurisdiction	Yes
		Impact to Property, Facilities and Infrastructure	Yes
		Impact to the Environment	Yes
Volcanic⁷	Impact to the Jurisdiction Economic Condition	Yes	
	Impact to the Public	Yes	
	Impact to the Responders	Yes	
	Impact to COG and/or COOP in the Jurisdiction	No	
	Impact to Property, Facilities and Infrastructure	Yes	
	Impact to the Environment	Yes	
		Impact to the Jurisdiction Economic Condition	No
		Impact to Reputation or Confidence in Jurisdiction	No

Table 4-5b Consequence Analysis Chart – Meteorological

THREAT		CONSEQUENCE	YES OR NO
Meteorological	Drought	Impact to the Public	Yes
		Impact to the Responders	No
		Impact to COG and/or COOP in the Jurisdiction	No
		Impact to Property, Facilities and Infrastructure	No
		Impact to the Environment	Yes
		Impact to the Jurisdiction Economic Condition	No
	Flood	Impact to Reputation or Confidence in Jurisdiction	No
		Impact to the Public	Yes
		Impact to the Responders	No
		Impact to COG and/or COOP in the Jurisdiction	No
		Impact to Property, Facilities and Infrastructure	Yes
		Impact to the Environment	Yes
	Severe Weather	Impact to the Jurisdiction Economic Condition	No
		Impact to Reputation or Confidence in Jurisdiction	No
		Impact to the Public	Yes
		Impact to the Responders	Yes
		Impact to COG and/or COOP in the Jurisdiction	No
		Impact to Property, Facilities and Infrastructure	Yes
	WUI Fire	Impact to the Environment	Yes
		Impact to the Jurisdiction Economic Condition	Yes
		Impact to Reputation or Confidence in Jurisdiction	No
Impact to the Public		Yes	
Impact to the Responders		Yes	
Impact to COG and/or COOP in the Jurisdiction		No	

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ENDNOTES

¹ Jurisdiction is not vulnerable to this hazard, therefore it is marked NA or non-applicable.

² It should be noted here that although all residents or Region 5 are vulnerable to earthquake shaking, not all are subject to the affects of liquefaction and liquefiabile soils.

³ The threat of volcanic ash fall affects the entire Region 5, however some jurisdictions are specifically threatened by lahar flows directly from Mt. Rainier; an active volcano.

⁴ Jurisdiction is vulnerable to this hazard, but it has not been determined to what extent.

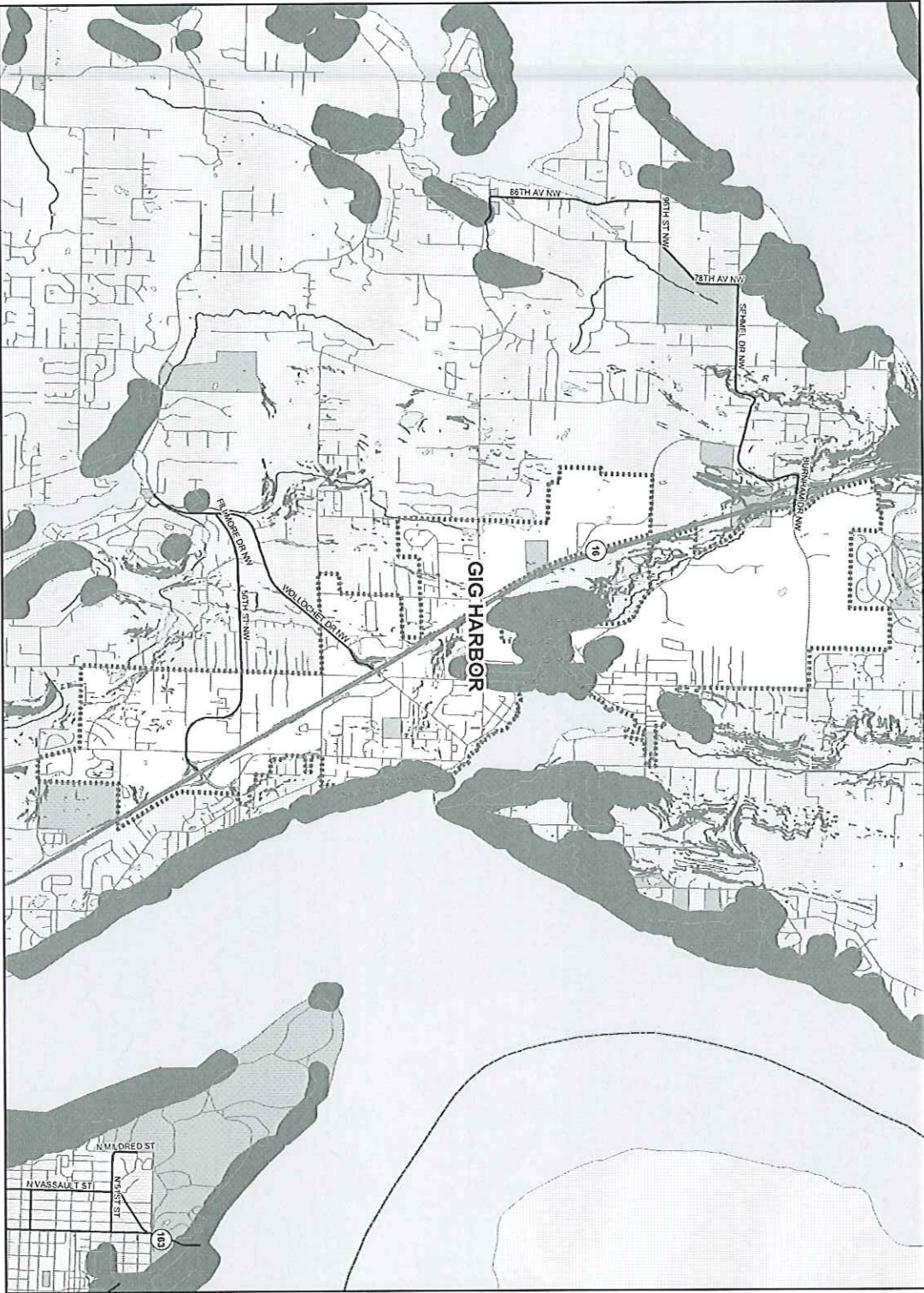
⁵ In the Impact to Property, Facilities and Infrastructure, both Tables 4-5a and 4-5b, look at the impact to all property, facilities and infrastructure existing in the jurisdiction, not just to that owned by the jurisdiction.

⁶ The consideration for each of these hazards, in both Tables 4-5a and 4-5b, as to whether an individual hazard's consequences exist, or not, is based on a possible worst case scenario. It must also be understood that a "yes" means that there is a good possibility that the consequence it refers to could happen as a result of the hazard, not that it will. Conversely "No" means that it is highly unlikely that that consequence will have a major impact, not that there will be no impact at all.

⁷ While the major volcanic hazard from Mt. Rainier is from a lahar descending the main river valleys surrounding the mountain, it is not the only problem. Most jurisdictions could receive tephra in greater or lesser amounts, sometimes with damaging results. Consequence analyses in this section take into account the possibility of tephra deposition in addition to a lahar.

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CITY OF GIG HARBOR - LANDSLIDE HAZARD AREA



LEGEND

- GIG HARBOR
- PARKS/OPEN SPACE
- OTHER CITIES
- LANDSLIDE ZONE
- WATER BODY
- RIVERS/STREAMS
- PIERCE COUNTY BOUNDARY
- LIMITED ACCESS HIGHWAY
- MAJOR ROAD
- ROADS

The data features are approximate and are intended only to provide an indication of size and location. Additional details that have not been mapped may be present. This is not a representation of actual survey. ALL DATA IS EXPRESSLY PROVIDED "AS IS" AND "WITH ALL FAULTS". The County makes no warranty of fitness for a particular purpose.

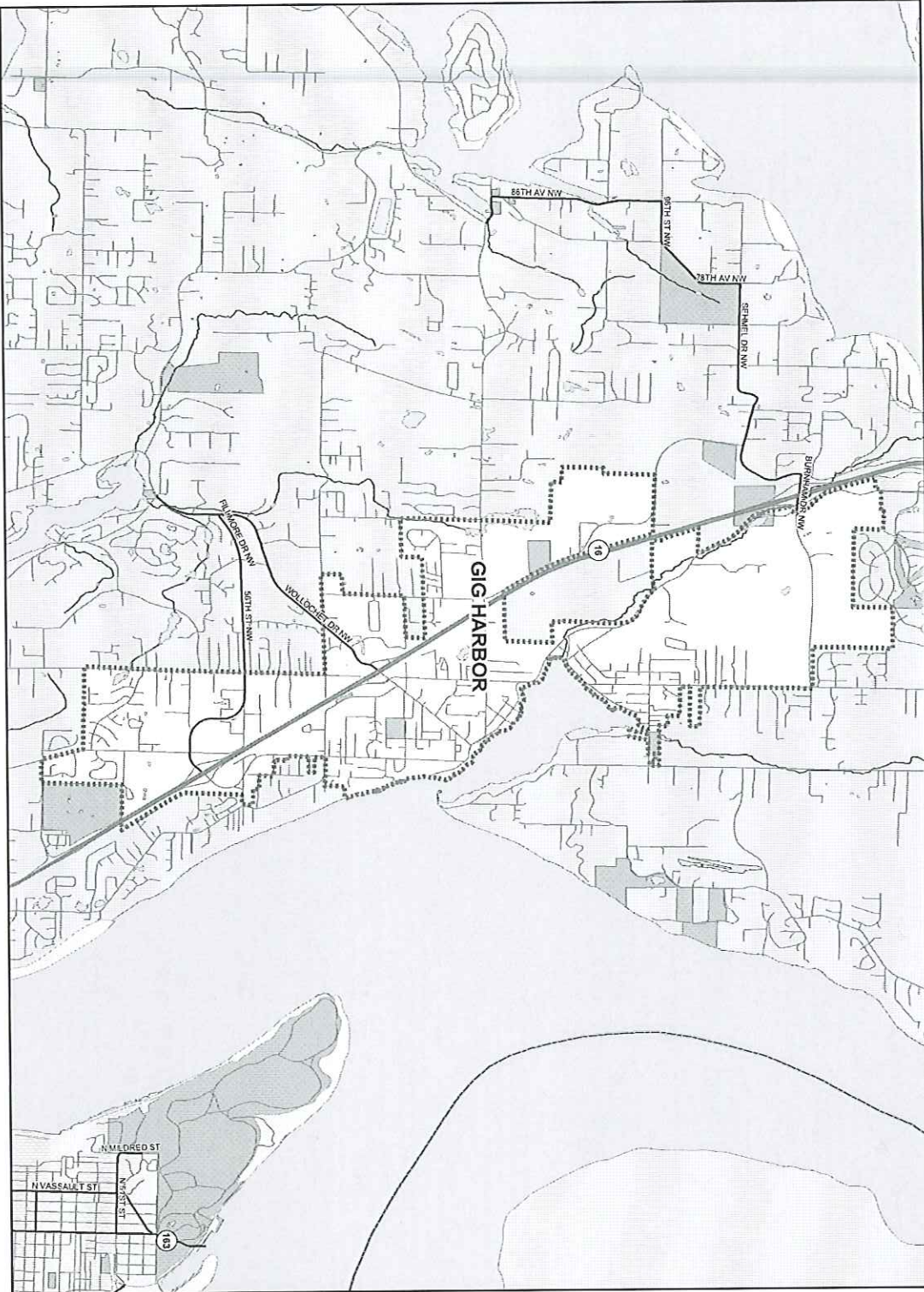
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0 0.25 0.5 1 1.5 Miles











Pierce County
Emergency Management

DEC 18, 2006

CITY OF GIG HARBOR - SEISMIC HAZARD AREA



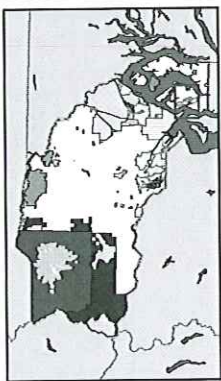
LEGEND

-  GIG HARBOR
-  PARKS/OPEN SPACE
-  OTHER CITIES
-  SEISMIC ZONE
-  WATER BODY
-  RIVERS/STREAMS
-  PIERCE COUNTY BOUNDARY
-  LIMITED ACCESS HIGHWAY
-  MAJOR ROAD
-  ROADS

The map features are approximate and are intended only to provide an indication of risk factors. Additional, more detailed information is available from the City of Gig Harbor. The County assumes no liability for variations in the actual survey. ALL DATA IS EXPRESSLY MADE AVAILABLE AS IS AND WITHOUT WARRANTY. The County makes no warranty of fitness for a particular purpose.



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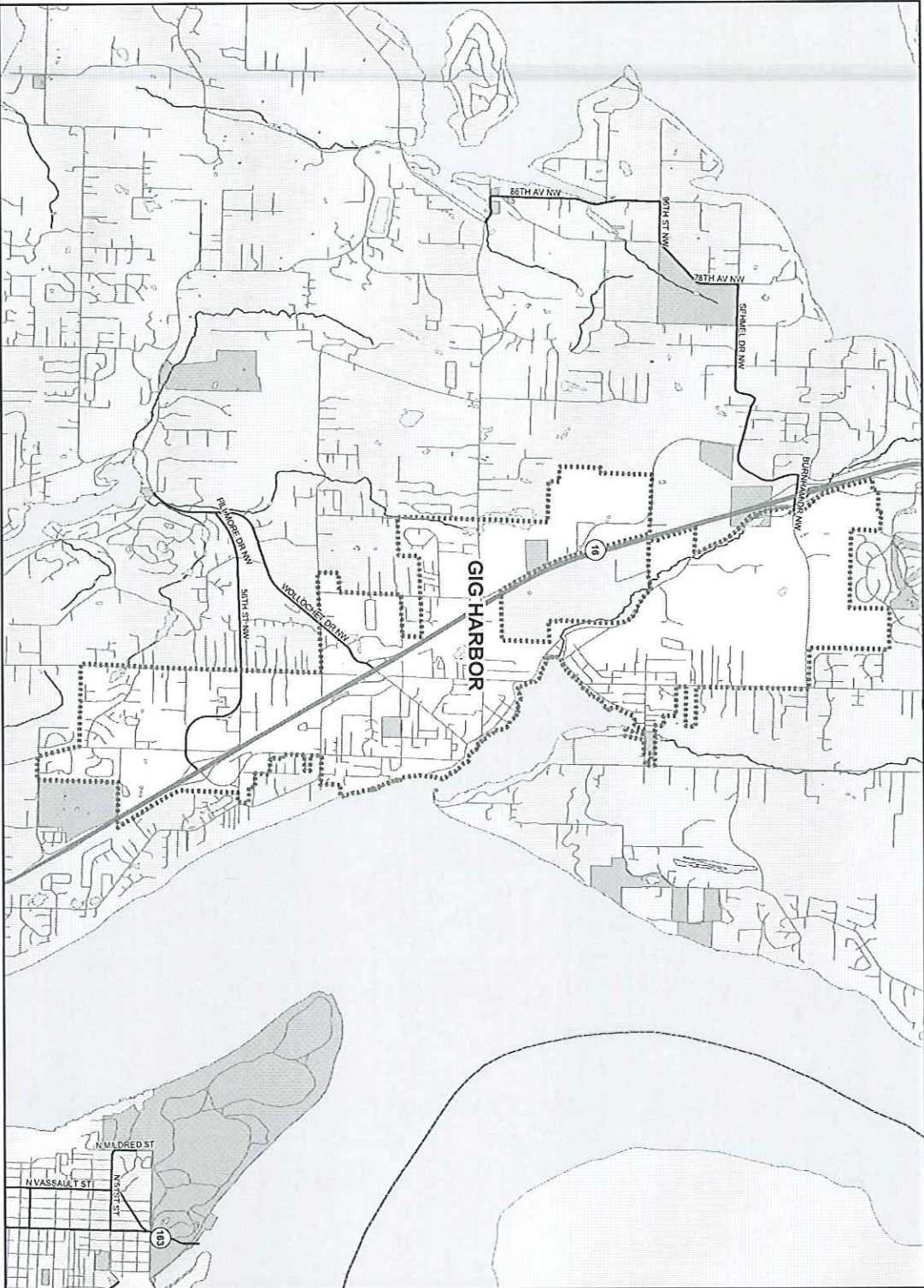


Dec 19, 2008



Pierce County
Emergency Management

CITY OF GIG HARBOR - LAHAR HAZARD AREA



LEGEND

- GIG HARBOR
- PARKS/OPEN SPACE
- OTHER CITIES
- LAHAR ZONE
- WATER BODY
- RIVERS/STREAMS
- PIERCE COUNTY BOUNDARY
- LIMITED ACCESS HIGHWAY
- MAJOR ROAD
- ROADS

The data features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey and should not be used for legal purposes. ALL DATA IS EXPRESSLY PROVIDED AS IS AND WITH ALL FAULTS. The County makes no warranty of fitness for a particular purpose.

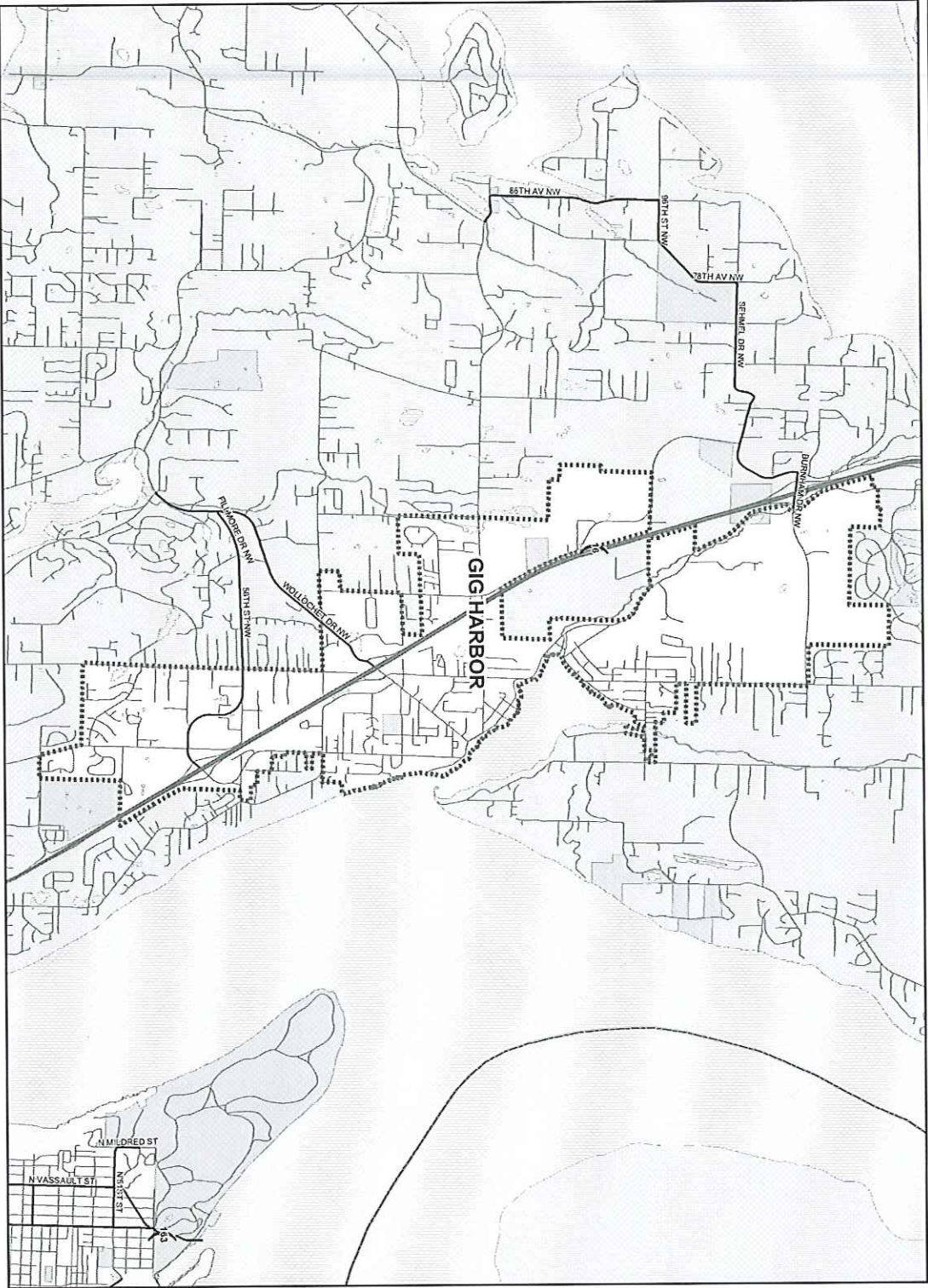
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Pierce County
Emergency Management










Dec 19, 2006

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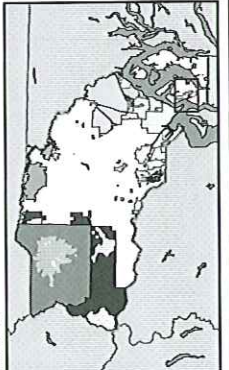
CITY OF GIG HARBOR - BASEMAP



LEGEND

-  GIG HARBOR
-  PARKS/OPEN SPACE
-  OTHER CITIES
-  WATER BODY
-  RIVERS/STREAMS
-  PIERCE COUNTY BOUNDARY
-  LIMITED ACCESS HIGHWAY
-  MAJOR ROAD
-  ROADS

The map features are approximate and are intended only to provide an indication of land feature. Additional areas that have not been mapped may be available for various reasons. THE CITY OF GIG HARBOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. ALL DATA IS EXPRESSLY PROVIDED AS IS AND WITHOUT WARRANTY. THE COUNTRY MAKES NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.



Oct 11, 2008

Section 5

Mitigation Strategy Requirements

Mitigation Strategy---Requirement §201.6(c)(3):

The plan shall include a strategy that provides the jurisdiction's blueprint for reducing the potential losses identified in the risk assessment, based on existing authorities, policies, programs and resources, and its ability to expand on and improve these existing tools.

Local Hazard Mitigation Goals---Requirement §201.6(c)(3)(i):

[The hazard mitigation strategy shall include a] description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards.

- Does the plan include a description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards?

Identification and Analysis of Mitigation Measures---Requirement §201.6(c)(3) (ii):

[The mitigation strategy shall include a] section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure.

- Does the plan identify a comprehensive range of specific mitigation actions and projects for each hazard?
- Do the identified range of mitigation actions and projects address reducing the effects of hazards on new buildings and infrastructure?
- Do the identified range of mitigation actions and projects address reducing the effects of hazards on existing buildings and infrastructure?

Implementation of Mitigation Measures---Requirement: §201.6(c)(3) (iii):

[The mitigation strategy section shall include] an action plan describing how the actions identified in section (c)(3)(ii) will be prioritized, implemented, and administered by the local jurisdiction. Prioritization shall include a special emphasis on the extent to which benefits are maximized according to a cost benefit review of the proposed projects and their associated costs.

- Does the mitigation strategy include how the actions are prioritized?
- Does the mitigation strategy address how the actions will be implemented and administered?
- Does the prioritization process include an emphasis on the use of cost-benefit review?

SECTION 5

**REGION 5 HAZARD MITIGATION PLAN
CITY OF GIG HARBOR
MITIGATION STRATEGY SECTION**

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Table 5-1 City of Gig Harbor Mitigation Strategy Matrix

Implementation Mechanism	Mitigation Measure (Hazard(s)) ^{1,2}	Lead Jurisdiction(s) / Department(s)	Timeline (years)	Plan Goals					
				Life and Property	Operations Continuity	Partnerships	Natural Resources	Preparedness	Sustainable Economy
Startup	1. Existing Mitigation Actions (E,L,T,V,D,F,WUI,SW,MM)	Gig Harbor	Ongoing	✓	✓	✓	✓	✓	✓
	2. Plan Maintenance (E,L,T,V,D,F,WUI,SW,MM)	Gig Harbor	Ongoing	✓	✓	✓	✓	✓	✓
HMF	1. Pierce County Hazard Mitigation Forum (E,L,T,V,D,F,WUI,SW,MM)	PC DEM; Gig Harbor	Ongoing	✓	✓	✓	✓	✓	✓
	1. Capability Identification and Evaluation (E,L,T,V,D,F,WUI,SW,MM)	Gig Harbor	1-2				N/A		
City Government	2. Response and Recovery Information Collection (E,L,T,V,D,F,WUI,SW,MM)	PCDEM; Gig Harbor, Regional Partners	1-2	✓	✓	✓		✓	✓
	3. Develop an All-Hazard Mitigation Plan (E,L,T,V,D,F,WUI,SW,MM)	Gig Harbor	5				N/A		
	4. Develop Specific Recovery Plans (E,L,T,V,D,F,WUI,SW,MM)	Gig Harbor with Chamber of Commerce	5	✓	✓	✓		✓	✓
	5. Encourage and Support LIDAR Mapping Project (E,L,V,F,T)	PCDEM, PCIS, LIDAR Consortium and Gig Harbor	5				N/A		
	6. Preventative Maintenance: Warning and Response Equipment (E,L,T,V,D,F,WUI,SW,MM)	Gig Harbor and Regional Partners	1-2	✓	✓	✓		✓	✓
	7. Essential Records Protection (E,L,T,V,D,F,WUI,SW,MM)	Gig Harbor	5					✓	✓
	8. Maintain Emergency Resources (E,L,T,V,D,F,WUI,SW,MM)	Gig Harbor	Ongoing	✓	✓	✓		✓	✓
	9. Coordinate Hazard Mitigation Planning (E,L,T,V,D,F,WUI,SW,MM)	Gig Harbor and the HMPT	Ongoing	✓	✓	✓		✓	✓
	10. Assist in Supplying NOAA Weather Radios to the Community (E,F,V,T, SW)	Gig Harbor and Gig Harbor Fire	5	✓				✓	
	11. Complete a Vulnerable Population Assessment (E,L,T,V,D,F,WUI,SW,MM)	Gig Harbor with Regional Partners	1-2	✓				✓	✓
	12. Continue Development of Long-Term Partnerships (E,L,T,V,D,F,WUI,SW,MM)	Gig Harbor with Regional Partners	Ongoing	✓	✓	✓		✓	✓
	13. Coordinate mitigation Measures with Neighboring Jurisdictions (E,L,T,V,D,F,WUI,SW,MM)	Gig Harbor	1-2	✓				✓	✓
	14. Develop Specific Disaster Response & Recovery Procedures for Local Senior Center (E,L,T,V,D,F,WUI,SW,MM)	Gig Harbor	1-2	✓				✓	✓

Implementation Mechanism	Mitigation Measure (<i>Hazard(s)</i>) ^{1,2}	Lead Jurisdiction(s) / Department(s)	Timeline (years)	Plan Goals					
				Life and Property	Operations Continuity	Partnerships	Natural Resources	Preparedness	Sustainable Economy
	15. Evacuation Plan Development for City (<i>E,L,T,Y,F,WUI,SW,MM</i>)	Gig Harbor, PCDEM, Gig Harbor Police	1-2	✓		✓		✓	
	16. Form an Emergency Management Team (EMT) (<i>E,L,T,Y,F,WUI,SW,MM</i>)	Gig Harbor	1-2	✓	✓	✓			
	17. Participate in Disaster Response Training (<i>E,L,T,Y,F,WUI,SW,MM</i>)	Gig Harbor and Regional Partners	Ongoing	✓	✓	✓		✓	
	18. Establish Alert Systems for Vulnerable Populations (<i>E,L,T,Y,F,WUI,SW,MM</i>)	Gig Harbor and Regional Partners	1-2	✓		✓			
	19. Establish Backup Communications Center (<i>E,L,T,Y,F,WUI,SW,MM</i>)	Gig Harbor	5	✓	✓	✓		✓	
	20. Establish Mobile Communication System (<i>E,L,T,Y,F,WUI,SW,MM</i>)	Gig Harbor	5	✓	✓	✓		✓	
	21. Maintain Emergency Operations Center with 24 Hour Capability (<i>E,L,T,Y,D,F,WUI,SW,MM</i>)	Gig Harbor	5	✓	✓	✓			
	22. Provide Equipment/Personnel for Storm and Debris Cleanup (<i>E,L,T,Y,F,WUI,SW,MM</i>)	Gig Harbor - Public Works	5	✓	✓	✓	✓		
	23. Review/Update the Local Emergency Operations Plan (<i>E,L,T,Y,F,WUI,SW,MM</i>)	Gig Harbor	1-2	✓	✓	✓			
	24. Encourage Voluntary Water Conservation (<i>D,WUI,SW,MM</i>)	Gig Harbor	1-2	✓	✓				
	25. Establish Standards for Safe Residential Use of Gray Water (<i>D,WUI,SW,MM</i>)	Gig Harbor - Water Division	1-2	✓	✓	✓	✓		
	26. Evaluate Water Quantity and Quality from New Sources (<i>D,WUI,SW,MM</i>)	Gig Harbor - Water Division	5	✓	✓	✓			
	27. Improve Water Conservation and Conveyance Efficiencies (<i>D,WUI,SW,MM</i>)	Gig Harbor - Water Division	Ongoing	✓	✓				
	28. Study Effectiveness of Conservation Measures (<i>D,WUI,SW,MM</i>)	Gig Harbor - Water Division	Ongoing	✓	✓	✓			
	29. Support Legislation Requiring Water Agencies to Develop Contingency Plans. (<i>D,WUI,SW,MM</i>)	Gig Harbor - Water Division	1-2	✓	✓	✓			
	30. Support Legislation to Protect and Manage Ground Water (<i>D,WUI,SW,MM</i>)	Gig Harbor - Water Division	1-2	✓	✓	✓	✓		

Implementation Mechanism	Mitigation Measure (Hazard(s)) ^{1,2}	Lead Jurisdiction(s) / Department(s)	Timeline (years)	Plan Goals					
				Life and Property	Operations Continuity	Partnerships	Natural Resources	Preparedness	Sustainable Economy
	31. Support Legislation to Protect In-Stream Flows (D, WUI, SW, MM)	Gig Harbor - Water Division	Ongoing	✓		✓	✓		
	32. Support Local Development of Conservation Programs (D, WUI, SW, MM)	Gig Harbor - Water Division	Ongoing	✓		✓	✓		
	33. Work with Community-Based Organizations to Promote Public Participation in Conservation Programs (D, WUI, SW, MM)	Gig Harbor - Water Division	Ongoing	✓		✓	✓		
	34. Develop Criteria "Triggers" for Drought-Related Actions (D, WUI, SW, MM)	Gig Harbor - Water Division	1-2	✓		✓	✓		
	35. Establish New Data Collection Networks (D, WUI, SW, MM)	Gig Harbor	1-2	✓		✓	✓		
	36. Monitor Vulnerable Public Water Suppliers and Sources (D, WUI, SW, MM)	Gig Harbor - Water Division	Ongoing	✓		✓	✓		
	37. Develop a Seismic Evaluation Program: City Facilities and Shelters (E, L, T, V, F, WUI, SW, MM)	Gig Harbor - Buildings	1-2	✓		✓	✓	✓	
	38. Develop and Encourage Earthquake Home Retrofit Program (E, SW, MM)	Gig Harbor - Buildings	1-2	✓		✓	✓	✓	
	39. Develop Debris Disposal Sites (E, L, V, F, WUI, SW, MM)	Gig Harbor	1-2	✓		✓	✓	✓	
	40. Encourage Emergency Supply Kits for Homes, Schools and Businesses (E, SW, MM)	Gig Harbor	Ongoing	✓		✓	✓	✓	
	41. Encourage Seismic Retrofit of City Structures at Risk (E, SW, MM)	Gig Harbor - Buildings	5	✓		✓	✓	✓	
	42. Perform Earthquake Retrofit on Free-Standing Water Tanks and Reservoirs (E, SW, MM)	Gig Harbor - Water Division	5	✓		✓	✓	✓	
	43. Flood Control and Response with Local Cities and Towns (F, SW, MM)	Gig Harbor	Ongoing	✓		✓	✓	✓	
	44. Surface Water Reduction: Absorbent Building Material (F, SW, MM)	Gig Harbor - Buildings	5	✓		✓	✓	✓	
	45. Surface Water Reduction: Control Standards (F, SW, MM)	Gig Harbor	1-2	✓		✓	✓	✓	
	46. Surface Water Reduction: Financial Incentives (F, SW, MM)	Gig Harbor	1-2	✓		✓	✓	✓	
	47. Surface Water Reduction: Low Impact Developments (F, SW, MM)	Gig Harbor	1-2	✓		✓	✓	✓	
	48. Sustain Transportation Routes: Road and Bridge Mitigation (E, L, V, F, WUI, SW, MM)	Gig Harbor	5	✓		✓	✓	✓	✓

Implementation Mechanism	Mitigation Measure (<i>Hazard(s)</i>) ^{1,2}	Lead Jurisdiction(s) / Department(s)	Timeline (years)	Plan Goals					
				Life and Property	Operations Continuity	Partnerships	Natural Resources	Preparedness	Sustainable Economy
	49. Establish Multi-jurisdictional Partnerships to Reduce Stormwater Runoff (<i>F,SW,MM</i>)	Gig Harbor	5	✓	✓	✓			
	50. Discourage Construction in Landslide Areas (<i>E,L,SW,MM</i>)	Gig Harbor - Buildings/Council	1-2	✓				✓	
	51. Encourage Landslide Legislation and Policies that Support Effective Landslide Hazard Mitigation (<i>E,L,SW,MM</i>)	Gig Harbor	1-2	✓	✓	✓			
	52. Slope Stability Project (<i>E,L,SW,MM</i>)	Gig Harbor	1-2	✓		✓	✓		
	53. Hazard Avoidance through Appropriate Land-Use Practices (<i>E,L,T,SW,MM</i>)	Gig Harbor	Ongoing	✓		✓			
	54. Develop Recovery Plan for Power Failures in the City (<i>E,L,T,V,F,WUI,SW,MM</i>)	Gig Harbor with Regional Partners	1-2	✓	✓	✓		✓	
	55. Encourage and Support Pre-Planning for Area Shelters (<i>E,L,T,V,F,WUI,SW,MM</i>)	Gig Harbor, PCDEM	1-2	✓		✓		✓	
	56. Pre-Arrange for Removal of Heavy Snow Loads from Roofs in Danger of Collapse (<i>L,SW,MM</i>)	Gig Harbor with Regional Partners	1-2	✓	✓	✓		✓	
	57. Purchase and Install Backup Power Generators for Key City Facilities (<i>E,L,T,V,F,WUI,SW,MM</i>)	Gig Harbor	1-2	✓	✓	✓		✓	
	58. Support Buried Power Line Programs (<i>E,L,V,WUI,SW,MM</i>)	Gig Harbor	Ongoing	✓		✓		✓	
	59. Adopt "Firewise" Communities Planning and Development and Hold Workshops on "Firewise" Program (<i>WUI,SW,MM</i>)	Gig Harbor with Regional Partners	1-2	✓	✓	✓		✓	✓
	60. Consider Mutual Aid and Memorandums of Understanding (MOU's) with Surrounding Jurisdictions (<i>E,L,T,V,F,WUI,SW,MM</i>)	Gig Harbor with Regional Partners	Ongoing	✓		✓		✓	
	61. Enforce Burn Bans and Other Burning Restrictions in the Community (<i>WUI,SW,MM</i>)	Gig Harbor with Gig Harbor Fire District	Ongoing	✓		✓		✓	
	62. Evaluate Access and Egress Issues, Gates, Bridges and Turnarounds (<i>WUI,SW,MM</i>)	Gig Harbor with Gig Harbor Fire District	Ongoing	✓		✓		✓	
	63. Pre-Determine Level of Fire Suppression Needed and Pre-Plan for Areas of Highest Hazard or Potential (<i>WUI,SW,MM</i>)	Gig Harbor with Gig Harbor Fire District	1-2	✓	✓	✓		✓	
	64. Program to Reduce Ignitability of Structures and Plans to Remove Dead Vegetation and Potential Fuels in Hazard Zones (<i>WUI,SW,MM</i>)	Gig Harbor with Gig Harbor Fire District	Ongoing	✓	✓	✓		✓	

Implementation Mechanism	Mitigation Measure (<i>Hazard(s)</i>) ^{1,2}	Lead Jurisdiction(s)/ Department(s)	Timeline (years)	Plan Goals					
				Life and Property	Operations Continuity	Partnerships	Natural Resources	Preparedness	Sustainable Economy
	65. Understand Local Activation Procedures for Special Task Forces (<i>WUI,SW,MM</i>)	Gig Harbor with PCDEM	1-2	✓	✓	✓			
	66. Work with the Insurance Industry to Provide Financial Incentives to Homeowner's with Maintained Defensible Space (<i>WUI,SW,MM</i>)	Gig Harbor with Regional Partners	1-2	✓		✓		✓	
	67. Backup City Files and Records and Store in Alternate Location (<i>E,L,T,V,F,WUI,SW,MM</i>)	Gig Harbor	1-2		✓				
	68. Develop/Maintain Hazardous Materials Program (<i>E,L,T,V,F,WUI,SW,MM</i>)	Gig Harbor and Regional Partners	1-2	✓	✓	✓	✓		
	69. Develop and Maintain Security at Water Plants (<i>MM</i>)	Gig Harbor	1-2	✓	✓			✓	
	70. Support Community HAZMAT Agreements and Regional HAZMAT Teams (<i>E,L,T,V,F,WUI,SW,MM</i>)	Gig Harbor and Regional Partners	Ongoing	✓	✓	✓		✓	
	71. Enhance Response Plans for Biological/Chemical Terrorism (<i>MM</i>)	Gig Harbor with Regional Partners	1-2	✓	✓	✓		✓	
	72. Install Bulletproof Court and Magistrate Benches (<i>MM</i>)	Gig Harbor	5	✓	✓				
	73. Place Law Enforcement Officers in Schools (<i>MM</i>)	Gig Harbor with Police and School District	5	✓		✓		✓	
	74. Provide Protective Systems or Equipment for Cyber or Physical Risks (<i>E,SW,MM</i>)	Gig Harbor	1-2	✓	✓				
	75. Redundancy/Duplication of Essential Personnel, Critical Systems, Equipment, Information, Operations and Materials (<i>E,L,T,V,F,WUI,SW,MM</i>)	Gig Harbor	1-2	✓	✓				
	76. Review Security of Critical and Potential Target Facilities (<i>E,L,T,V,F,WUI,SW,MM</i>)	Gig Harbor	1-2	✓	✓				
	77. Update All Anti-Virus Software (<i>MM</i>)	Gig Harbor	1-2	✓	✓				
Public Education	1. Establish "Good Neighbor" Programs for Winter Storms and Severe Weather (<i>E,L,V,F,WUI,SW,MM</i>)	Gig Harbor and PC DEM	1-2	✓		✓		✓	
	2. Educate Local Community Groups on Natural Hazards (<i>E,L,T,V,F,WUI,SW,MM</i>)	Gig Harbor	Ongoing	✓		✓		✓	
	3. Comprehensive Public Education Campaigns: Post Disaster (<i>E,L,T,V,F,WUI,SW,MM</i>)	Gig Harbor	Ongoing	✓		✓		✓	
	4. Provide PC NET Training (<i>E,T,V,F,SW,MM</i>)	PCDEM with Gig Harbor	1-2	✓	✓	✓		✓	
	5. Public Education Campaign, All Hazards	Gig Harbor with PC DEM and Regional Partners	Ongoing	✓		✓		✓	

Implementation Mechanism	Mitigation Measure (Hazard(s)) ^{1,2}	Lead Jurisdiction(s) / Department(s)	Timeline (years)	Plan Goals					
				Life and Property	Operations Continuity	Partnerships	Natural Resources	Preparedness	Sustainable Economy
	6. Develop Public Education for Severe Storms and Wind Storms (F,SW,MM)	Gig Harbor	1-2	✓		✓		✓	
	7. Develop Public Education: Bus Driver Evacuation Training Program (E,L,T,V,F,WUI,SW,MM)	Gig Harbor with Peninsula School District and Pierce Transit	1-2	✓		✓		✓	
	8. Develop Public Education for Volcanic Ashfall (V,SW,MM)	Gig Harbor	1-2	✓		✓		✓	
	9. Develop Educational Materials Regarding Wildland Fire Safe Practices (WUI,SW,MM)	Gig Harbor	1-2	✓		✓		✓	
	10. Educate Developers and Builders on Wildfire Hazards and Safe Building Practices (WUI,SW,MM)	Gig Harbor with Regional Partners	1-2	✓		✓		✓	

Hazard Mitigation Measures

Existing Mitigation Actions

Hazards: E, L, T, V, D, F, WUI, SW¹, MM²

Gig Harbor will continue to implement existing programs, policies, and regulations as identified in the Capability Identification Section of this Plan. This includes such actions as updating the Critical Area Regulations and any ensuing land use policies with best available science. It also includes continuing those programs that are identified as technical capabilities.

1. **Goal(s) Addressed** = Protect Life and Property; Promote A Sustainable Economy; Ensure Continuity of Operations; Increase Public Preparedness for Disasters; Preserve or Restore Natural Resources; Establish and Strengthen Partnerships for Implementation.
 2. **Cost of Measure** = TBD
 3. **Funding Source and Situation** = Funding could be accomplished with local budgets or grants.
 4. **Lead Jurisdiction(s)** = City of Gig Harbor
 5. **Timeline** = Ongoing
 6. **Benefit** = City-Wide
 7. **Life of Measure** = Perpetual
 8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.
-

Plan Maintenance

Hazards: E, L, T, V, D, F, WUI, SW¹, MM²

Gig Harbor will adopt those processes outlined in the Plan Maintenance Section of this Plan.

1. **Goal(s) Addressed** = Protect Life and Property; Promote A Sustainable Economy; Ensure Continuity of Operations; Increase Public Preparedness for Disasters; Preserve or Restore Natural Resources; Establish and Strengthen Partnerships for Implementation.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Ongoing
6. **Benefit** = City-Wide
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Pierce County Hazard Mitigation Forum

Hazards: E, L, T, V, D, F, WUI, SW¹, MM²

Gig Harbor will work in conjunction with the County with the Pierce County Hazard Mitigation Forum (HMF). The Forum will continue as a means of coordinating mitigation planning efforts among all jurisdictions within the County that have completed a mitigation plan. This ensures efficient use of resources and a more cooperative approach to making a disaster resistant county. The HMF meets annually; every October. This is addressed in the Plan Maintenance Section of this Plan.

1. **Goal(s) Addressed** = Protect Life and Property; Promote A Sustainable Economy; Ensure Continuity of Operations; Increase Public Preparedness for Disasters; Preserve or Restore Natural Resources; Establish and Strengthen Partnerships for Implementation.
2. **Cost of Measure** = Minor
3. **Funding Source and Situation** = Funding could be obtained through local budget.
4. **Lead Jurisdiction(s)** = PC DEM; City of Gig Harbor
5. **Timeline** = Ongoing
6. **Benefit** = Regional
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Capability Identification and Evaluation

Hazards: E, L, T, V, D, F, WUI, SW¹, MM²

Gig Harbor will develop a consistent and replicable system for evaluating the City's capabilities. A comprehensive evaluation will lead to specific policy recommendations to more effectively achieve disaster resistant communities. Further, a capability evaluation involves measurable variables so that capabilities may eventually be tracked in conjunction with the implementation of all mitigation measures. This is a key component in evaluating the success of the City's overall mitigation strategy.

1. **Goal(s) Addressed** = N/A. Goals addressed are contingent upon the mitigation measures resulting from this priority.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget or grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City-Wide
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Response and Recovery Information Collection

Hazards: E, L, T, V, D, F, WUI, SW¹, MM²

Gig Harbor will work in conjunction with the County to establish Memoranda of Understanding (MOUs) with departments and agencies engaged in response and recovery activities to share information in a standardized database. This will establish a framework for cataloguing recovery data and better quantifying vulnerability for mitigation purposes. This could be accomplished through GIS programs.

1. **Goal(s) Addressed** = Promote A Sustainable Economy; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation
 2. **Cost of Measure** = TBD
 3. **Funding Source and Situation** = Funding could be obtained through local budget
 4. **Lead Jurisdiction(s)** = PC DEM, Gig Harbor (Public Works, Fire) PC PWU, PC GIS, PC Sheriff, American Red Cross and Tacoma Pierce Health Department
 5. **Timeline** = Short-term
 6. **Benefit** = City of Gig Harbor and Regional Partners
 7. **Life of Measure** = Perpetual
 8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.
-

Develop an All-Hazard Mitigation Plan

Hazards: E, L, T, V, D, F, WUI, SW¹, MM²

Gig Harbor will expand this Natural Hazard Mitigation Plan into an All-Hazard Mitigation Plan. This plan provides a template for mitigating disasters on both a jurisdiction-wide level and a critical facility level. It was designed to consolidate a great deal of information into easy to understand profiles of hazards and critical facilities. Combining it with man made hazards and terrorism threat assessments will result in a more complete analysis of the City's vulnerabilities and mitigation strategies. In doing so, duplications of mitigation measures can be reduced and a more comprehensive prioritization of projects be achieved. Consolidating this information into one document will allow decision makers and those involved in emergency management to better coordinate resources and eliminate duplication in efforts to reduce vulnerabilities and respond to and recover from disasters. The all-hazard mitigation plan represents an essential goal in the efforts at all levels of government to achieve a more coordinated system that is able to adapt to the changing threats and vulnerabilities of our time.

1. **Goal(s) Addressed** = N/A – Goals addressed are contingent upon the mitigation measures resulting from this priority.
 2. **Cost of Measure** = TBD
 3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
 4. **Lead Jurisdiction(s)** = City of Gig Harbor
 5. **Timeline** = Long-Term
 6. **Benefit** = City of Gig Harbor and Regional Partners
 7. **Life of Measure** = Perpetual
 8. **Community Reaction** = The proposal is likely to be endorsed by the entire community.
-

Develop Specific Recovery Plans

Hazards: E, L, T, V, D, F, WUI, SW¹, MM²

Gig Harbor will develop a comprehensive Disaster Recovery Plan. This will be a pre-event plan for post-disaster recovery and reconstruction, composed of policies, plans, actions and responsibilities. It will include an element of business resumption and long-term economic sustainability. There will be an emphasis on the transition of recovery to mitigation and the synergy of these two phases of emergency management.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation; Promote a Sustainable Economy
 2. **Cost of Measure** = TBD
 3. **Funding Source and Situation** = PDM and Economic Development Administration (US Chamber of Commerce) grants. Funding could be obtained through local budget and grants.
 4. **Lead Jurisdiction(s)** = City of Gig Harbor with Chamber of Commerce
 5. **Timeline** = Long-term
 6. **Benefit** = City of Gig Harbor and Regional Partners
 7. **Life of Measure** = Perpetual
 8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.
-

Encourage and Support LIDAR Mapping Project

Hazards: E, L, T, V, F

The County will incorporate the findings of the LIDAR (Light Detection and Ranging) mapping project into its vulnerability assessment. The City of Gig Harbor will support the Puget Sound LIDAR Consortium's mapping of the Puget Sound region. LIDAR improves the accuracy of topographical maps dramatically and in other areas has revealed the existence of previously unknown fault scarps on the Kitsap Peninsula. LIDAR mapping can effectively reveal the existence of similar hazards in Pierce County, or conversely, help confirm that they are not present, improving the jurisdiction's ability to assess geologic hazards for land use management and emergency management purposes.

1. **Goal(s) Addressed** = N/A – Goals addressed are contingent upon the area-specific mitigation measures resulting from this priority.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budgets or grants.
4. **Lead Jurisdiction(s)** = Pierce County DEM, PC IS (GIS), LIDAR Consortium and City of Gig Harbor
5. **Timeline** = Long-Term
6. **Benefit** = County wide and Regional Partners
7. **Life of Measure** = Contingent upon best available science and technology
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Preventative Maintenance: Warning and Response Equipment

Hazards: E, L, T, V, D, F, WUI, SW¹, MM²

Gig Harbor will develop a plan to ensure the proper functioning of disaster warning and response equipment used, owned, or stored by the City. This will ensure that the necessary resources used in response activities are properly functioning in the event that they are needed.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget or grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor and Regional Partners (Public Works and Utilities)
5. **Timeline** = Short-term
6. **Benefit** = City of Gig Harbor and other Regional Partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Essential Records Protection

Hazards: E, L, T, V, D, F, WUI, SW¹, MM²

Gig Harbor will ensure that all essential records are protected and/or provided with safe back-up. This will be accomplished by developing an essential records protection schedule and a records disaster prevention, response, and recovery procedures.

1. **Goal(s) Addressed** = Promote A Sustainable Economy; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget or grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Long-term
6. **Benefit** = City of Gig Harbor, Regional Partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Maintain Emergency Resources

Hazards: E, L, T, V, D, F, WUI, SW¹, MM²

The City will maintain the resources needed to respond to emergency situations. This includes the following:

- Continue implementation of the Gig Harbor Comprehensive Emergency Management Plan so that the staff, equipment, communication tools, technology, materials, and contractors needed to respond to emergency events effectively are prepared.
- Continue to update emergency evaluation/hot spot areas.
- Continue to coordinate with other local, state, and federal agencies to review and update emergency response efforts.

1. **Goal(s) Addressed** = Protect Life and Property; Promote A Sustainable Economy; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation; Preserve or Restore Natural Resources
 2. **Cost of Measure** = TBD
 3. **Funding Source and Situation** = Funding could be obtained through local budget or grants.
 4. **Lead Jurisdiction(s)** = City of Gig Harbor
 5. **Timeline** = Ongoing
 6. **Benefit** = City of Gig Harbor, Regional Partners
 7. **Life of Measure** = TBD
 8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.
-

Coordinate Hazard Mitigation Planning

Hazards: E, L, T, V, D, F, WUI, SW¹, MM²

The City will maintain the Hazard Mitigation Planning Team (HMPT) as a body to function as a means of coordinating, evaluating and updating mitigation planning efforts among departments with mitigation capabilities. This will ensure efficient use of resources and a more cooperative approach to making a disaster resistant community. The HMPT will address mitigation issues that might be included in the normal budgetary process. Converging yearly with the normal budgetary processes it will consider specific mitigation issues.

1. **Goal(s) Addressed** = Protect Life and Property; Promote A Sustainable Economy; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation; Preserve or Restore Natural Resources; Increase Public Preparedness for Disasters
 2. **Cost of Measure** = TBD
 3. **Funding Source and Situation** = Funding could be obtained through local budget or grants.
 4. **Lead Jurisdiction(s)** = City of Gig Harbor and the HMPT
 5. **Timeline** = Ongoing
 6. **Benefit** = Community wide and Regional Partners
 7. **Life of Measure** = Perpetual
 8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.
-

Assist in Supplying NOAA Weather Radios to the Community

Hazards: E, T, V, F, SW¹

In Pierce County, NOAA Weather Radios are now being used as the main delivery mechanisms for hazard warning information to the public. The hazard warning information can range from severe storms to volcanic lahars. This measure would develop a program to assist in distributing NOAA Weather Radios to the citizens of Gig Harbor.

1. **Goal(s) Addressed** = Protect Life and Property, Establish and Strengthen Partnerships for Implementation, Increase Public Preparedness for Disasters
 2. **Cost of Measure** = \$50 per radio
 3. **Funding Source and Situation** = Funding could be obtained through local budget or grants.
 4. **Lead Jurisdiction(s)** = City of Gig Harbor and Gig Harbor Fire
 5. **Timeline** = Long-term
 6. **Benefit** = City and citizens, first responders, regional partners
 7. **Life of Measure** = 10 years
 8. **Community Reaction** = the proposal would be endorsed by the entire community.
-

Complete a Vulnerable Population Assessment

Hazards: E, L, T, V, D, F, WUI, SW¹, MM²

Gig Harbor will work with Pierce County and other regional partners to identify locations of vulnerable populations, i.e., elderly, disabled and other populations. Gig Harbor will maintain a list of residents with special needs so that these vulnerabilities may be addressed and potentially reduced in disaster situations.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters
2. **Cost of Measure** = Staff time and materials
3. **Funding Source and Situation** = Funding could be obtained through local budgets or grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Regional Partners
5. **Timeline** = Short-term
6. **Benefit** = City and Residents, Special Populations, Regional Partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Continue Development of Long-Term Partnerships

Hazards: E, L, T, V, D, F, WUI, SW¹, MM²

The City of Gig Harbor has developed crucial and supportive partnerships with many neighboring jurisdictions, including Pierce County DEM, Pierce County PALS, Pierce County Public Works and Utilities, Gig Harbor Fire and Medic One, Key Peninsula Fire District, Peninsula School District and many others. The measure would involve a continued development of these partnerships and would provide a more sustainable and effective approach to mitigation planning.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget or grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Regional Partners
5. **Timeline** = Ongoing
6. **Benefit** = City and residents, first responders, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Coordinate Mitigation Measures with Neighboring Jurisdictions

Hazards: E, L, T, V, D, F, WUI, SW¹, MM²

The measure would attempt to coordinate mitigation measures with other neighboring jurisdictions which would allow for a more sustainable and effective approach to mitigation planning in Pierce County. As a member of the Pierce County Hazard Mitigation Forum (PCHMF), measures put forth in the Region 5 Hazard Mitigation Plan.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters; Promote A Sustainable Economy
2. **Cost of Measure** = Minimal
3. **Funding Source and Situation** = Funding could be obtained through local budget or grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and residents, businesses, schools, regional partners
7. **Life of Measure** = Varies
8. **Community Reaction** = the proposal would be endorsed by the entire community.

Develop Specific Disaster Response and Recovery Procedures for Local Senior Center

Hazards: E, L, T, V, D, F, WUI, SW¹, MM²

The City will develop response and recovery procedures that speak to the specific needs of the population served by the local Senior Center.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters
2. **Cost of Measure** = Staff time and materials
3. **Funding Source and Situation** = Funding could be obtained through local budgets or grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and citizens, senior citizens, first responders, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Evacuation Plan Development for City

Hazards: E, L, T, V, F, WUI, SW¹, MM²

The City will work with Pierce County and local Police to develop evacuation plans for neighborhoods in the City. The increasing population has led to strains on the various transportation routes. Should any portion of this area need evacuating, the process will pose many challenges. With proper planning and education, many of the challenges can be avoided.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters
2. **Cost of Measure** = Time and materials
3. **Funding Source and Situation** = Funding could be obtained through local budget or grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor, PCDEM and Gig Harbor Police
5. **Timeline** = Short-term
6. **Benefit** = City and residents, businesses, first responders, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Form an Emergency Management Team (EMT)

Hazards: E, L, T, V, F, WUI, SW¹, MM²

City of Gig Harbor will establish an Emergency Management Team (EMT). The EMT will function as a means of coordinating, evaluating and updating mitigation planning efforts. This will ensure efficient use of resources and a more cooperative approach to making a disaster resistant City. The EMT will meet annually to converge with the normal budgetary process. This is addressed in the Plan Maintenance Section of this Plan.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation
2. **Cost of Measure** = Minimal
3. **Funding Source and Situation** = Funding could be obtained through local budget.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and residents; community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Participate in Disaster Response Training

Hazards: E, L, T, V, F, WUI, SW¹, MM²

The City will build on its existing emergency/disaster response training and will coordinate drills and trainings with other local jurisdictions. This will help ensure that first responders, government employees, teachers and students know what to do and how to act during times of emergency/disaster.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters
2. **Cost of Measure** = Staff time and materials
3. **Funding Source and Situation** = Funding could be obtained through local budget or grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Regional Partners
5. **Timeline** = Ongoing
6. **Benefit** = City and residents, first responders, schools and businesses, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Establish Alert Systems for Vulnerable Populations

Hazards: E, L, T, V, F, WUI, SW¹, MM²

Establish special alert systems or a means to notify vulnerable populations in times of danger.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation
2. **Cost of Measure** = Time and equipment
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Regional Partners
5. **Timeline** = Short-term
6. **Benefit** = City and vulnerable populations, citizens and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Establish Backup Communications Center

Hazards: E, L, T, V, F, WUI, SW¹, MM²

In the event of damage to the primary communications center for the City, Gig Harbor would like to develop a secondary, backup communications center.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations, Establish and Strengthen Partnerships for Implementation; Promote a Sustainable Economy
2. **Cost of Measure** = Time, materials and equipment
3. **Funding Source and Situation** = Funding could be obtained through local budgets and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Long-Term
6. **Benefit** = City and citizens, first responders and regional partners
7. **Life of Measure** = 10 years
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Establish Mobile Communication System

Hazards: E, L, T, V, F, WUI, SW¹, MM²

Establish mobile communication system for the City of Gig Harbor.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Promote a Sustainable Economy
2. **Cost of Measure** = Time, materials and equipment
3. **Funding Source and Situation** = Funding could be obtained through local budgets and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Long-Term
6. **Benefit** = City and citizens, first responders and regional partners
7. **Life of Measure** = 10 years
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Maintain Emergency Operations Center with 24-hour Capability

Hazards: E, L, T, V, D, F, WUI, SW¹, MM²

The City of Gig Harbor has an Emergency Operations Center in coordination with other emergency services in the City. With staffing and training it would be able to maintain operations 24-7 in the event of an emergency or disaster.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations, Establish and Strengthen Partnerships for Implementation
2. **Cost of Measure** = Time, materials and equipment
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Long-term
6. **Benefit** = City and residents, first responders and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Provide Equipment/Personnel for Storm and Debris Cleanup

Hazards: E, L, T, V, F, WUI, SW¹, MM²

After any major wind storm or severe storm of any kind, there is always an abundance of debris left behind. The City would like to develop a good program and purchase specific equipment to aid in the cleanup process after an event. This would also be useful in the event of flood debris, landslides and volcanic ash.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Protect and Restore the Natural Environment
2. **Cost of Measure** = Time, materials and equipment
3. **Funding Source and Situation** = Funding could be obtained through local budgets and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor - Public Works
5. **Timeline** = Long-Term
6. **Benefit** = City and citizens, first responders and regional partners
7. **Life of Measure** = 20 years
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Review/Update the Local Emergency Operations Plan

Hazards: E, L, T, V, F, WUI, SW¹, MM²

The City has an Emergency Operations Plan but it needs to be reviewed and probably will need to be updated. It is our intention to do this at the earliest possible date.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation
2. **Cost of Measure** = Staff time and materials
3. **Funding Source and Situation** = Funding could be obtained through local budget.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and staff, first responders, citizens and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal would be endorsed by the entire community.

Encourage Voluntary Water Conservation

Hazards: D, WUI, SW¹, MM²

The City of Gig Harbor will educate and encourage water conservation in the City in an effort to avoid drought and to be able to provide services in times of need.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations
 2. **Cost of Measure** = Staff time and materials
 3. **Funding Source and Situation** = Funding could be obtained through local budget.
 4. **Lead Jurisdiction(s)** = City of Gig Harbor
 5. **Timeline** = Short-term
 6. **Benefit** = City and staff, first responders, citizens and regional partners
 7. **Life of Measure** = Perpetual
 8. **Community Reaction** = the proposal would be endorsed by the entire community.
-

Establish Standards for Safe Residential Use of Gray Water

Hazards: D, WUI, SW¹, MM²

The City will encourage the use of “gray water” in times of drought and water shortage situations and will work to produce information to distribute to the public on this subject.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Preserve or Restore Natural Resources; Increase Public Preparedness for Disasters
2. **Cost of Measure** = Time and materials
3. **Funding Source and Situation** = Funding could be obtained through local budget or grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor - Water Division
5. **Timeline** = Short-term
6. **Benefit** = City and residents, first responders, community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Evaluate Water Quantity and Quality from New Sources

Hazards: D, WUI, SW¹, MM²

The City of Gig Harbor will evaluate new sources of potential water supply for the City and its citizens that is safe, plentiful and reasonable to use.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations, Establish and Strengthen Partnerships for Implementation
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor - Water Division
5. **Timeline** = Long-term
6. **Benefit** = City and residents, community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Improve Water Conservation and Conveyance Efficiencies

Hazards: D, WUI, SW¹, MM²

The City will develop a plan to improve water conservation and improve the efficiency of distribution.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget or grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor - Water Division
5. **Timeline** = Ongoing
6. **Benefit** = City and citizens, community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Study Effectiveness of Conservation Measures

Hazards: D, WUI, SW¹, MM²

The City will perform a study to determine the effectiveness of existing conservation measures and review potential conservation measures that may be implemented in the future.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations, Establish and Strengthen Partnerships for Implementation
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor - Water Division
5. **Timeline** = Ongoing
6. **Benefit** = City and citizens, community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Support Legislation Requiring Water Agencies to Develop Contingency Plans

Hazards: D, WUI, SW¹, MM²

The City believes it is imperative that water providers should have legal requirements to provide service to customers under disaster situations by having comprehensive continuity of business plans in place.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations, Establish and Strengthen Partnerships for Implementation
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor - Water Division
5. **Timeline** = Short-term
6. **Benefit** = City and citizens, community, first responders, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Support Legislation to Protect and Manage Ground Water

Hazards: D, WUI, SW¹, MM²

The City will continue to support legislation to protect and manage ground water.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations, Establish and Strengthen Partnerships for Implementation; Protect and Restore the Natural Environment
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor - Water Division
5. **Timeline** = Short-term
6. **Benefit** = City and residents, community, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Support Legislation to Protect In-Stream Flows

Hazards: D, WUI, SW¹, MM²

The City will continue to support legislation to protect in-stream flows.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Protect and Restore the Natural Environment
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor - Water Division
5. **Timeline** = Ongoing
6. **Benefit** = City and residents, community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Support Local Development of Conservation Programs

Hazards: D, WUI, SW¹, MM²

The City supports local development of water conservation programs throughout the community and with local water purveyors.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations, Establish and Strengthen Partnerships for Implementation; Protect and Restore the Natural Environment
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor - Water Division
5. **Timeline** = Ongoing
6. **Benefit** = City and residents, community, first responders and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Work with Community-Based Organizations to Promote Public Participation in Conservation Programs

Hazards: D, WUI, SW¹, MM²

The City will work with various community-based organizations to promote the public participation in water and other types of conservation programs that protect natural resources.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations, Establish and Strengthen Partnerships for Implementation
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor - Water Division
5. **Timeline** = Ongoing
6. **Benefit** = City and citizens, community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Develop Criteria "Triggers" for Drought-Related Actions

Hazards: D, WUI, SW¹, MM²

The City will be proactive in working with local water purveyors to determine those "triggers" for drought conditions that should raise awareness and determine corrective measures and response actions.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations, Establish and Strengthen Partnerships for Implementation
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor - Water Division
5. **Timeline** = Short-term
6. **Benefit** = City and residents, community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Establish New Data Collection Networks

Hazards: D, WUI, SW¹, MM²

The City would like to establish new data collection networks for specific information on which to base decisions going forward.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations, Establish and Strengthen Partnerships for Implementation
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and residents, community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Monitor Vulnerable Public Water Suppliers and Sources

Hazards: D, WUI, SW¹, MM²

The City will regularly monitor vulnerable public water supplies and sources.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations, Establish and Strengthen Partnerships for Implementation
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor - Water Division
5. **Timeline** = Ongoing
6. **Benefit** = City and residents, community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Develop a Seismic Evaluation Program: City Facilities and Shelters

Hazards: E, L, T, V, F, WUI, SW¹, MM²

The City will develop and promote a seismic evaluation program for all critical city facilities and for City shelters to ensure availability in times of disaster.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor - Buildings
5. **Timeline** = Short-term
6. **Benefit** = City and staff, residents and community, regional partners
7. **Life of Measure** = 5 years per study
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Develop and Encourage Earthquake Home Retrofit Program

Hazards: E, SW¹, MM²

The County Buildings Department has a plans set adopted from Seattle to guide homeowners in the seismic retrofit of their homes. This program, created for homes constructed under older building codes when tie-downs were not required, is available to any homeowner who wants to connect his or her house to the foundation. The City Building Department will make information available concerning the program and regarding engineers and contractors that will evaluate and/or provide retrofit services for residents of older homes in the City. The City will also schedule a workshop on the retrofit program for the public.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor - Buildings
5. **Timeline** = Short term
6. **Benefit** = City and residents, first responders, community and regional partners
7. **Life of Measure** = 25 years for retrofit structures
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Develop Debris Disposal Sites

Hazards: E, L, V, F, WUI, SW¹, MM²

Many types of disasters create large quantities of debris that must be properly disposed of. Earthquakes and floods can leave behind entire structures that are destroyed and must be demolished and removed. For a large disaster much of this debris will need to be moved to temporary collection sites prior to final disposal. The City will identify one or more temporary locations for such debris removal.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations, Establish and Strengthen Partnerships for Implementation
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and residents, businesses, community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Encourage Emergency Supply Kits for Homes, Schools and Businesses

Hazards: E, SW¹, MM²

The City supports and promotes emergency supply kits for all residents, schools and businesses in the City and offers information on how to create a kit and other preparedness information.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters
2. **Cost of Measure** = Time and materials
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Ongoing
6. **Benefit** = City and residents, schools and businesses, community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Encourage Seismic Retrofit of City Structures at Risk

Hazards: E, SW¹, MM²

The City would like to perform a seismic study of city owned facilities and determine those that are at risk for earthquake damage. Once the study is completed, the City would like to seek funding to seismically retrofit at risk structures and bring them up to current codes.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations
2. **Cost of Measure** = Cost of study, engineering and construction
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor - Buildings
5. **Timeline** = Long-term
6. **Benefit** = City and staff, residents and community, regional partners
7. **Life of Measure** = 5 years for study, 50 years for retrofit
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Perform Earthquake Retrofit on Free-Standing Water Tanks and Reservoirs

Hazards: E, SW¹, MM²

Free-standing water tanks and reservoirs do not perform well in earthquakes. They will benefit a great deal from earthquake clips and specific engineered solutions to keep them in place during times of severe ground movement. The City would like to seek funding to seismically retrofit existing water tanks and reservoirs that are at risk.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations, Establish and Strengthen Partnerships for Implementation
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor - Water Division
5. **Timeline** = Long-term
6. **Benefit** = City and staff, residents and community, first responders and regional partners
7. **Life of Measure** = 25 years
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Flood Control and Response with Local Cities and Towns

Hazards: F, SW¹, MM²

The City of Gig Harbor will coordinate and work with other local jurisdictions to be proactive regarding flood control and response.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations, Establish and Strengthen Partnerships for Implementation
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Ongoing
6. **Benefit** = City and staff, community and residents, first responders and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Surface Water Reduction: Absorbent Building Material

Hazards: F, SW¹, MM²

The City will assess the long-term cost-benefit of standard use of absorbent building material in place of traditional concrete for sidewalks, parking lots, etc. For example, Perco-Crete can absorb at least 13 inches of water per hour—up to 18 percent of its mass—before letting water pass through.³ Perco-Crete also differs from porous concrete because water passes through Perco-Crete only after saturating it. The Cities of Olympia and Everett have tested this product.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor - Buildings
5. **Timeline** = Long-term
6. **Benefit** = City and staff, residents, contractors, first responders and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Surface Water Reduction: Control Standards

Hazards: F, SW¹, MM²

The City will adopt stricter stormwater control standards for new development. This will help to reduce peak flow impacts commonly associated with increased impervious cover.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations, Establish and Strengthen Partnerships for Implementation
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and staff, residents, community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Surface Water Reduction: Financial Incentives

Hazards: F, SW¹, MM²

The City will offer financial incentives in the form of stormwater utility fee credits to businesses that voluntarily reduce their stormwater impacts. This will help to reduce peak flow impacts commonly associated with increased impervious cover.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and staff, residents and community, businesses, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Surface Water Reduction: Low Impact Developments

Hazards: F, SW¹, MM²

The City will develop and implement Low-Impact Development Standards, and will encourage Low-Impact Development through model projects. This will help to reduce peak flow impacts commonly associated with increased impervious cover.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and residents, community, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Sustain Transportation Routes: Road and Bridge Mitigation

Hazards: E, L, V, F, WUI, SW¹, MM²

The City will adopt construction guidelines which will reduce the potential failure of key bridges and transportation routes. Projects will follow a prioritization of high risk routes or features for replacement or retrofit. This will focus on long-term closure of key bridges and transportation routes due to flooding.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations, Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Long-term
6. **Benefit** = City and residents, community, first responders, regional partners
7. **Life of Measure** = 25 years
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Establish Multi-Jurisdictional Partnerships to Reduce Stormwater Runoff

Hazards: F, SW¹, MM²

Working together with other local jurisdictions, the City can establish partnerships and cooperation to adopt regulations and reduce stormwater runoff in the community.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Long-term
6. **Benefit** = City and staff, residents, community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Discourage Construction in Landslide Areas

Hazards: E, L, SW¹, MM²

The City will conduct a review, with the intent to further discourage community development in areas of known landslide hazards, of the City's land use regulations.

1. **Goal(s) Addressed** = Protect Life and Property; Increase Public Preparedness for Disasters
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor - Buildings/Council
5. **Timeline** = Short-term
6. **Benefit** = City and staff, residents, community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Encourage Landslide Legislation and Policies that Support Effective Landslide Hazard Mitigation

Hazards: E, L, SW¹, MM²

The City will encourage landslide legislation on both the local and state levels and promote policies that support effective landslide hazard mitigation.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations, Establish and Strengthen Partnerships for Implementation
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and residents, community, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Slope Stability Project

Hazards: E, L, SW¹, MM²

The City will encourage slope stability projects to prevent erosion and landslides.. A key component is to utilize trees and shrubs on slopes to assist in anchoring the slope surfaces to the underlying soils. Gig Harbor will encourage slope stability utilizing tree and shrub planting.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Protect and Restore the Natural Environment
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and staff, residents, first responders, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Hazard Avoidance through Appropriate Land-Use Practices

Hazards: E, L, T, SW¹, MM²

The City of Gig harbor has in the past and continues to promote specific land-use practices to avoid hazards and building in hazardous areas.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Ongoing
6. **Benefit** = City and residents, first responders, community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Develop Recovery Plan for Power Failures in the City

Hazards: E, L, T, V, F, WUI, SW¹, MM²

As part of overall Operational Planning, develop recovery plans for the aftermath of a major area-wide power failure.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations, Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Regional Partners
5. **Timeline** = Short-term
6. **Benefit** = City and staff, residents, community, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Encourage and Support Pre-Planning for Area Shelters

Hazards: E, L, T, V, F, WUI, SW¹, MM²

Working with regional partners and Pierce County DEM, plan for and support local area shelters to be opened on short notice in the event of a disaster requiring any kind of evacuation or relocation for residents.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Pierce County DEM
5. **Timeline** = Short-term
6. **Benefit** = City and residents, community, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Pre-Arrange for Removal of Heavy Snow Loads from Roofs in Danger of Collapse

Hazards: L, SW¹, MM²

Western Washington does not normally get heavy snow on an annual basis, but older buildings are often not able to withstand heavy snow loads on the roof when the occasional storm hits. It is prudent to pre-plan for removal of heavy snow from city facilities, and also to know of contractors in the event residents, marinas, etc. need assistance.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations, Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Regional Partners
5. **Timeline** = Short-term
6. **Benefit** = City and staff, community and citizens, first responders and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Purchase and Install Backup Power Generators for Key City Facilities

Hazards: E, L, T, V, F, WUI, SW¹, MM²

Almost any disaster can cause power failures and shut down business if a generator is not available. The City would intend to purchase and install power generators for key city facilities to remain operational in times of power failures.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations, Promote a Sustainable Economy
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and staff, residents, community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Support Buried Power Line Programs

Hazards: E, L, V, WUI, SW¹, MM²

The City of Gig Harbor supports buried power lines to eliminate some of the potential power failures during times of high wind, slides, and other severe situations. Although it is expensive to bury lines, it is often offset by the stability and reliability of power. Most power companies have programs to encourage buried lines in new areas.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations, Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Ongoing
6. **Benefit** = City and staff, residents, first responders, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Adopt "Firewise" Communities Planning and Development and Hold Workshops on "Firewise" Program

Hazards: WUI, SW¹, MM²

The City would like to obtain materials on the "Firewise" Community planning program and initiate a program in the community for employees and citizens.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations, Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters; Promote and Restore the Natural Environment
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Regional Partners
5. **Timeline** = Short-term
6. **Benefit** = City and staff, community and residents, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Develop Mutual Aid and Memorandums of Understanding (MOU's) with Surrounding Jurisdictions

Hazards: E, L, T, V, F, WUI, SW¹, MM²

Develop and maintain Mutual Aid agreements and MOU's with surrounding jurisdictions and other outside agencies that could be of help in times of disaster.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations, Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Regional Partners
5. **Timeline** = Ongoing
6. **Benefit** = City and staff, community and residents, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Enforce Burn Bans and Other Burning Restrictions in the Community

Hazards: WUI, SW¹, MM²

The City has the authority and will continue to enforce burn bans and discourage burning under dry conditions that could prove hazardous or dangerous.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Gig Harbor Fire District
5. **Timeline** = Ongoing
6. **Benefit** = City and staff, first responders, community and residents, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Evaluate Access and Egress Issues, Gates, Bridges and Turnarounds

Hazards: WUI, SW¹, MM²

The City has an ongoing program of evaluating new construction to provide for ample space for emergency vehicles to turn around, access and egress from a community and clear necessary gates, bridges and overpasses. This is important not only for existing infrastructure but particularly in new construction.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations, Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Gig Harbor Fire District
5. **Timeline** = Ongoing
6. **Benefit** = City and staff, first responders, community and residents, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Pre-Determine Level of Fire Suppression Needed and Pre-Plan for Areas of Highest Hazard or Potential

Hazards: WUI, SW¹, MM²

The City will pre-determine the level of fire suppression that will likely be needed for a given area as well as pre-planning for areas of highest hazard.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations, Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Gig Harbor Fire District
5. **Timeline** = Short-term
6. **Benefit** = City and staff, first responders, residents, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Program to Reduce Ignitability of Structures and Plans to Remove Dead Vegetation and Potential Fuels in Hazard Zones

Hazards: WUI, SW¹, MM²

Good outdoor housekeeping is imperative in areas where wildland fire can get started. The City will continue to look at ways to reduce potential fuels and make city infrastructure more fire resistant.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations, Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Gig Harbor Fire District
5. **Timeline** = Ongoing
6. **Benefit** = City and staff, first responders, community and residents, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Understand Local Activation Procedures for Special Task Forces

Hazards: WUI, SW¹, MM²

The City will investigate and determine procedures for activation of the special task forces that fight wildland fires and train appropriate personnel on activation procedures.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations, Establish and Strengthen Partnerships for Implementation
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Pierce County DEM
5. **Timeline** = Short-term
6. **Benefit** = City and residents, first responders, community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Work with the Insurance Industry to Provide Financial Incentives to Homeowner's with Maintained Defensible Space

Hazards: WUI, SW¹, MM²

When dealing with wildland/urban interface fires, defensible space for homes and the City facilities is critical. While many homes located in wooded areas have a maintained defensible space around the perimeter of the home the City would like to see even more of that done. In order to facilitate this the City proposes to work with the area insurance companies to gain incentives for those citizens who take the time and trouble to protect their properties from wildland fires.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Regional Partners
5. **Timeline** = Short-term
6. **Benefit** = City and residents, first responders, community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Backup City Files and Records and Store in Alternate Location

Hazards: E, L, T, V, F, WUI, SW¹, MM²

In the event of any disaster situation, it is imperative that the City be able to recover important records and documentation in order to maintain continuity of government. In order to do this the City will first require regular backing up of files for all departments and second designate an off site location for the storage of departments' back up files.

1. **Goal(s) Addressed** = Ensure Continuity of Operations
2. **Cost of Measure** = Cost of duplication, transportation and storage fees
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and staff, community
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Develop/Maintain Hazardous Materials Program

Hazards: E, L, T, V, F, WUI, SW¹, MM²

Any situation can be made worse by the presence of hazardous materials. It is imperative the City know critical facilities that contain hazardous materials, inventories of what those materials are and information on how to deal with them in various situations. Part of this program will be to maintain a presence on the Local Emergency Planning Committee (LEPC), and routinely access the Pierce County Portal to identify those facilities with large enough quantities of hazardous materials to adversely impact Gig Harbor.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations, Establish and Strengthen Partnerships for Implementation; Protect and Restore the Natural Environment
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor and Regional Partners
5. **Timeline** = Short-term
6. **Benefit** = City and staff, community and citizens, first responders and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Develop and Maintain Security at Water Plants

Hazards: MM²

This measure would develop and maintain security at important water facilities to prevent or limit acts of terrorism at those locations. It is important to ensure that access to water resources that serve the community is limited.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations, Increase Public Preparedness for Disasters
2. **Cost of Measure** = Time and equipment
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and staff, community and citizens, regional partners
7. **Life of Measure** = 5-10 years
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Support Community HAZMAT Agreements and Regional HAZMAT Teams

Hazards: E, L, T, V, F, WUI, SW¹, MM²

The City will encourage communities to join in HAZMAT Regional Agreements and to support local and regional HAZMAT teams for response and recovery efforts.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations, Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters
2. **Cost of Measure** = Time and Materials, special equipment
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Regional Partners
5. **Timeline** = Ongoing
6. **Benefit** = City and staff, community and residents, first responders, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Enhance Response Plans for Biological/Chemical Terrorism

Hazards: MM²

The City will work to enhance existing response plans and support those agencies that respond to biological/chemical acts of terrorism. This will also strengthen response and recovery efforts in accidental spills and other types of chemical issues.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations, Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Regional Partners
5. **Timeline** = Short-term
6. **Benefit** = City and staff, community and residents, first responders and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Install Bulletproof Court and Magistrate Benches

Hazards: MM²

The City would encourage the installation of bulletproof court and magistrate benches to protect the administrators of the judicial system in Gig Harbor from acts of violence or terrorism.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations, Establish and Strengthen Partnerships for Implementation
2. **Cost of Measure** = Time, materials and equipment
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Long-term
6. **Benefit** = City and staff, judicial system, community and regional partners
7. **Life of Measure** = 5-10 years
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Place Law Enforcement Officers in Schools

Hazards: MM²

In the aftermath of Columbine and other school related shootings and violence the City of Gig Harbor feel it is necessary to increase school security. One method of doing this that the City would support is the placing of law enforcement officers in the schools. This should serve as a security presence and a deterrent to those thinking about committing violent acts or terrorism in schools.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters
2. **Cost of Measure** = Staff time and officer time
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Police and School District
5. **Timeline** = Long-term
6. **Benefit** = City and residents, school district and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Provide Protective Systems or Equipment for Cyber or Physical Risks

Hazards: E, SW¹, MM²

The City will provide protective systems and special equipment to prevent cyber or physical attacks on City computer systems.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations
2. **Cost of Measure** = Time, materials and equipment
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and staff, community and residents, regional partners
7. **Life of Measure** = 10 years for special equipment
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Redundancy/Duplication of Essential Personnel, Critical Systems, Equipment, Information, Operations and Materials

Hazards: E, L, T, V, F, WUI, SW¹, MM²

The City recognizes the need for cross-training, backup of critical records and redundancy in critical equipment and hopes to put a program in place to cover these needs.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations
2. **Cost of Measure** = Staff time, materials and equipment
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and staff, community and residents, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Review Security of Critical and Potential Target Facilities

Hazards: E, L, T, V, F, WUI, SW¹, MM²

The City will review security measures to ensure that all critical facilities and those that could be potential targets for terrorism or other types of criminal activities are secure and have proper protective equipment to prevent tampering or break in.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and staff, community and residents
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Update All Anti-Virus Software

Hazards: MM²

The City will support and encourage updating of all anti-virus software on City computer systems and those systems that interface with City computer systems.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations
2. **Cost of Measure** = Software costs and labor
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and staff, community and residents, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Establish "Good Neighbor" Programs for Winter Storms and Severe Weather

Hazards: E, L, V, F, WUI, SW¹, MM²

Educate homeowners on the necessity of knowing your neighbors and knowing who may need assistance during winter cold and storms. As part of this encourage neighbors to check on each other during these times of severe cold and storms; especially vulnerable populations and those who may become isolated.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor and PC DEM
5. **Timeline** = Short-term
6. **Benefit** = City and staff, residents, community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Educate Local Community Groups on Natural Hazards

Hazards: E, L, T, V, F, WUI, SW¹, MM²

The measure builds on an existing foundation of presentations on natural hazards to schools and at local annual community events. The goal is to expand this to elderly groups, business groups, church groups, Boy Scouts and others.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters
2. **Cost of Measure** = Time and materials
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Ongoing
6. **Benefit** = City and citizens, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal would be endorsed by the entire community.

Comprehensive Public Education Campaigns: Post Disaster

Hazards: E, L, T, V, F, WUI, SW¹, MM²

Post disaster recovery plans include actions to be taken immediately after a disaster (within 24 hours), mid-term and long term. For example, following a flood, measures need to be taken to avoid the growth of toxic molds. The City will incorporate post-disaster public education campaigns into its disaster recovery plan. These campaigns will speak specifically to the previously occurring disaster, and will focus on at-risk and affected areas. These campaigns will work in conjunction with the FEMA post-disaster public education efforts to ensure that local needs and issues are addressed.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters
2. **Cost of Measure** = Staff time and materials
3. **Funding Source and Situation** = Funding could be obtained through local budget or grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Ongoing
6. **Benefit** = City and citizens, community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Provide PC NET Training

Hazards: E, T, V, F, SW¹, MM²

City of Gig Harbor will continue to support Pierce County's PC NET program in the City. PC NET is a neighborhood-oriented approach to emergency preparedness. Based on the belief that the most effective way to protect neighborhoods and to prepare for a major disaster must be locally based, it organizes neighborhoods into a variety of disaster response teams, each with a one-page checklist outlining their tasks. No special skills or equipment are needed and only a minimal time commitment is required. Individuals are trained to mutually assist each other to render aid, save lives and protect property. It reinforces 72 hours individual preparedness.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters; Promote a Sustainable Economy
2. **Cost of Measure** = Time and materials
3. **Funding Source and Situation** = Funding could be obtained through local budget or grants.
4. **Lead Jurisdiction(s)** = Pierce County DEM with City of Gig Harbor
5. **Timeline** = Ongoing
6. **Benefit** = City and citizens, first responders, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Public Education Campaign, All Hazards

Hazards: E, L, T, V, F, WUI, SW¹, MM²

The City will continue to deliver public education campaigns many times throughout the year to audiences ranging from preschoolers to senior citizens, on topics from appropriate use of 911 to organizing communities for disaster response (PCNET). In general these programs focus on preparing citizens to prepare for and respond to disasters. Such programs are critical to reminding the public of the natural hazards in and around Gig Harbor, and of the necessity of having on hand the supplies and materials to survive independently for a minimum of 72 hours. These programs will be continued and expanded.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters
2. **Cost of Measure** = Time and materials
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with PC DEM and Regional Partners
5. **Timeline** = Ongoing
6. **Benefit** = City and citizens, community and business, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Develop Public Education for Severe Storms and Wind Storms

Hazards: F, SW¹, MM²

The windstorm of December 2006 was a wake up call for many people in the Peninsula area. As a result the City of Gig Harbor will develop and distribute specific information for the public regarding the types and intensity of storms that are likely to affect the area.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and residents, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Develop Public Education: Bus Driver Evacuation Training Program

Hazards: E, L, T, V, F, WUI, SW¹, MM²

The City will develop a training program to provide a quick method of evacuating schools and transporting the children to safer locations. This program can also be further developed with public transportation and utilizing public buses in time of need to evacuate those people in harms way.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Peninsula School District and Pierce Transit
5. **Timeline** = Short-term
6. **Benefit** = City and staff, students, residents of community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Develop Public Education for Volcanic Ashfall

Hazards: V, SW¹, MM²

Because we live in a volcano zone, it is important to educate the public on what to expect and how to react in the event of a volcanic eruption such as experienced in the past. One of the most damaging aspects of a volcano is the volcanic ash or tephra that can blanket the entire area causing roofs to collapse, respiratory problems in people and animals, and equipment damage. The City will develop a program to inform the public about this specific hazard.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations, Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and staff, community and residents, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Develop Educational Materials Regarding Wildland Fire Safe Practices

Hazards: WUI, SW¹, MM²

In conjunction with local fire department, Department of Natural Resources and other agencies, develop educational materials to teach citizens about the dangers of wildland fire and how to be proactive in defending their homes through fire safe landscaping practices and defensible space rules.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations, Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters; Protect and Restore the Natural Environment
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and staff, community and residents, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Educate Developers and Builders on Wildfire Hazards and Safe Building Practices

Hazards: WUI, SW¹, MM²

Provide educational materials to developers and construction companies building in the community regarding the wildfire threat and safe building practices to avoid this hazard.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Regional Partners
5. **Timeline** = Short-term
6. **Benefit** = City and staff, community and residents, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Endnotes

¹ Hazard Codes:

Where necessary, the specific hazards addressed are noted as follows:

A:	Avalanche
E:	Earthquake
F:	Flood
D:	Drought
T:	Tsunami
V(L OR T):	Volcanic (lahar or tephra-specific)
SW:	Sever Storm (wind-specific)
L:	Landslide
WUI:	Wildland/Urban Interface Fire
MM:	Manmade to include terrorism
ALL:	All hazards, including some man made. Where only natural hazards are addressed, it is noted.

² While this Plan is strictly a *Natural* hazard mitigation plan, where a measure stems from a facility recommendation (Infrastructure Section) that deals specifically with terrorism, the mitigation strategy will use that analysis. Other measures, such as those that deal with multi-hazard community preparedness or recovery planning, mitigate man-made hazards and are noted as such. It is not the intent of this notation to imply that all measures were analyzed with regards to man-made hazards or that measures were identified with that in mind. Rather, the notation merely illustrates the potential on this template for the inclusion of man-made hazard analysis.

³ Quote from Frank Michiels, president of Michiels International, a Kenmore-based real estate and trading company that is marketing Perco-Crete in the United States. He said he wants the state Department of Ecology to recognize Perco-Crete as a stormwater management alternative. "It can be a much broader range of use, especially where aesthetics are more important," Michiels said, comparing Perco-Crete with porous concrete. "It has an ability to be engineered on a broader basis. You can tailor it to the needs of a local site." Paul Crane, a landscape architect who works for the city of Everett, said the city will monitor the parking lot to see how well Perco-Crete holds water and controls stormwater runoff. The University of Washington's School of Engineering is running it through materials standards tests.

Section 7

Plan Maintenance Procedures Requirements

Monitoring, Evaluating, and Updating the Plan—Requirement §201.6(c)(4)(i):

[The plan maintenance process shall include a] section describing the method and schedule of monitoring, evaluating, and updating the mitigation plan within a five-year cycle.

- Does the plan describe the method and schedule for monitoring the plan?
- Does the plan identify the party responsible for monitoring and include a schedule for reports, site visits, phone calls, and meetings?
- Does the plan describe the method and schedule for evaluating the plan?
- Does the plan identify the party responsible for evaluating and include the criteria used to evaluate the plan?
- Does the plan describe the method and schedule for updating the plan within the five-year cycle?

Incorporation into Existing Planning Mechanisms—Requirement §201.6(c)(4)(ii):

[The plan shall include a] process by which local governments incorporate the requirements of the mitigation plan into other planning mechanisms such as comprehensive or capital improvement plans, when appropriate...

- Does the plan identify other local planning mechanisms available for incorporating the requirements of the mitigation plan?
- Does the plan include a process by which the local government will incorporate the requirements in other plans, when appropriate?

Continued Public Involvement—Requirement §201.6(c)(4)(iii):

[The plan maintenance process shall include a] discussion on how the community will continue public participation in the plan maintenance process.

- Does the plan explain how continued public participation will be obtained?
- Will there be public notices, an on-going mitigation plan committee, or annual review meetings with stakeholders?

SECTION 7

**REGION 5 HAZARD MITIGATION PLAN
CITY OF GIG HARBOR
PLAN MAINTENANCE SECTION**

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DRAFT

The planning process undertaken in the last two years is just the foundation of breaking the disaster cycle by planning for a disaster resistant Gig Harbor and Pierce County Region 5. This Section details the formal process that will guarantee the Gig Harbor Hazard Mitigation Plan remains an active and relevant document. The Plan Maintenance Section includes a description of the documentation citing the Plan's formal adoption by the Gig Harbor City Council. The Section also describes: the method and schedule of monitoring, evaluating, and updating within a five-year cycle; the process for incorporating the mitigation strategy into existing mechanisms; and, the process for integrating public participation throughout the plan maintenance. The Section serves as a guide for implementation of the hazard mitigation strategy.

Plan Adoption

Upon completion of the Gig Harbor Plan it will be submitted to Washington State Emergency Management Division (EMD) for a Pre-Adoption Review. The EMD has 30 days to then take action on the Plan and forward it to the Federal Emergency Management Agency (FEMA) Region X for review. This review, which is allowed 45 days by law, will address the federal criteria outlined in FEMA Interim Final Rule 44 CFR Part 201.6. In completing this review there may be revisions requested by the EMD and/or FEMA. Revisions could include changes to background information, editorial comments, and the alteration of technical content. PC DEM will call a Planning Team Meeting to address any revisions needed and resubmit the changes.

The Gig Harbor City Council is responsible for the adoption of the Plan after the Pre-Adoption Review by the EMD and the FEMA Region X. Once the City adopts the Plan, the Emergency Management Director will be responsible for submitting it, with a copy of the resolution, to the State Hazard Mitigation Officer at the Washington State EMD. EMD will then take action on the Plan and forward it to the FEMA Region X for final approval. Upon approval by FEMA, the City will gain eligibility for both Hazard Mitigation Grant Program and Pre-Disaster Mitigation Grant Program funds.

Appendix A will list the dates and include a copy of the of Washington State EMD and FEMA approval of the Gig Harbor Plan. A copy of the local resolution will be attached there following State and FEMA approval. In future updates of the Plan Appendix A will be used to track changes and/or updates.

Maintenance Strategy

The Gig Harbor maintenance strategy for implementation, monitoring, and evaluation provides a structure that encourages collaboration, information transference, and innovation. Through a multi-tiered implementation method, the City will provide its citizens a highly localized approach to loss reduction while serving their needs through coordinated policies and programs. The method's emphasis on all levels of participation promotes public involvement and adaptability to changing risks and vulnerabilities. Finally, it will provide a tangible link between citizens and the various levels of government service, ranging from community action to the Department of Homeland Security. Through this strategy, the

citizens of Gig Harbor will continue to break the disaster cycle and achieve a more disaster resistant community.

Implementation

In order to ensure efficient and effective implementation, the City of Gig Harbor will make use of its capabilities, infrastructure, and dedicated population. The City will implement its mitigation strategy over the next five years primarily through its annual budget process and varying grant application processes. All programs and entities identified in the Capability Identification will serve as the implementing mechanisms within those processes.

The City administration will work in conjunction with those departments/agencies/entities identified in both the capability identification and under each mitigation measure to initiate the mitigation strategy. For example, any infrastructure-related measures will be implemented through the capital facilities and capital improvement plans and the various departments involved through the normal budget schedule. Any regulatory and land use measures will continue to be implemented through collaboration with the planning department and its updates of the City's Comprehensive Plan. Other measures will be implemented through collaboration with the identified jurisdictions/departments listed under each measure's evaluation and through the mechanisms and funding sources identified in the Capability Identification Section.

These efforts fall under a broader implementation strategy that represents a county-wide effort. This strategy must be adaptable to change while being consistent in its delivery.

The mitigation implementation strategy is a three-tiered method that emphasizes localized needs and vulnerabilities while addressing the City's as well as multi-jurisdictional policies and programs. The first tier is implementation through individual citizen level—existing Public Education Programs already existing in the City (for example, at the individual level through the Public Safety Fair and at the neighborhood level through PC NET). The second is the City-Wide mechanism for implementation, in this case the City Administration. The third tier is a more external and multi-jurisdictional mechanism, the Hazard Mitigation Forum (HMF).

This method ensures that implementation speaks to unique vulnerabilities at the most local level, allows for coordination among and between levels, and promotes collaboration and innovation. Further, it provides a structured system of monitoring implementation. Finally, it is a method that can adapt to the changing vulnerabilities of the City, the region, and the times. These three levels and their means of implementation and collaboration are described below.

Public Education Programs

At the individual citizen level, Public Education Programs provide the City with a localized mechanism for implementation. This approach to mitigation can adapt to the varying vulnerabilities and needs within a growing City and region. Public Education Programs are also a means for involving the public in mitigation policy development. Departments conducting mitigation-related programs will provide the existing targeted neighborhoods and special-needs populations a catalogue of mitigation measures from which individuals can choose those that would be most effective in their communities. For example, currently Gig Harbor is working with PC DEM to begin forming Gig Harbor PC NETs to better prepare for, and respond to, disasters. PC NETs provide a coordinated group of communities through which individuals can implement home and neighborhood level mitigation measures.

Jurisdiction-Wide: City Administration

The City administration will be the body responsible for determining the direction of the Plan's implementation. The administration is responsible to the Mayor for the day-to-day operations of the City and its departments, the annual budget, and personnel. The City Administrator follows the general policy as set by the City Council. The Department is responsible for the City's selection, evaluation, and training of all city staff. It oversees, coordinates, and manages the activities of all city departments and offices in carrying out the requirements of ordinances, laws, rules and regulations.

Initially, the administration will be responsible for the overall review of the plan and will designate mitigation measures to those departments responsible for their implementation. This will be done with assistance from the Emergency Management Director, Planning Director, and Public Works Director. The administration will address the Plan on an annual basis. Recommendations will be made to coincide with the normal budgeting processes and provide an ample time period for review and adoption of any necessary changes to the implementation schedule.

Eventually, the administration may choose to cede this responsibility to an Emergency Management Committee. This committee would be composed of representatives from the departments identified in the Capability Identification Section as having a role in hazard mitigation. The Committee would ultimately provide a mechanism for coordination among those departments engaged in mitigation to ensure that a comprehensive and efficient approach be undertaken in the City's efforts at all-hazards mitigation.

Hazard Mitigation Forum

The PC Hazard Mitigation Forum (HMF) represents a broader and multi-jurisdictional approach to mitigation implementation. The PC HMF will be comprised of all representatives from unincorporated Pierce County and all jurisdictions, partially or wholly, within its borders, that have undertaken mitigation planning efforts. The PC HMF will serve as coordinating body for projects of a multi-jurisdictional nature and will provide a mechanism to share successes and increase the cooperation necessary to break the disaster cycle and achieve a disaster resistant Pierce County. Members of the PC HMF will include the following jurisdictions who have completed, or who have begun the process of completing, DMA 2000 compliant plans:

- City of Bonney Lake
- City of Puyallup
- City of Roy
- City of Sumner
- City of Tacoma
- City of University Place
- Puyallup Tribe of Indians
- Pierce County
- 48 Jurisdictions in this effort
- Pierce County Fire District #3
- Pierce County Fire District #14
- Pierce County Fire District #17
- Pierce County Fire District #22
- Firgrove Mutual Water Company
- Bethel School District
- Clover Park School District
- Sumner School District

Coordinated by the PC DEM, the PC HMF will meet annually in August and will be coordinated by PC DEM. The City of Gig Harbor will be an active participant in the PC HMF, and will be represented by the emergency management director. Only through this level of cooperation can these jurisdictions meet all of their mitigation goals.

Plan Evaluation and Update

The Gig Harbor Plan will guide the city's mitigation efforts for the foreseeable future. Gig Harbor representatives on the Planning Team have developed a method to ensure that regular review and update of the Plan occur within a five year cycle. The administration will coordinate any reviews noted above.

PC DEM will collaborate with the Emergency Management Director and the PC HMF to monitor and evaluate the mitigation strategy implementation. PC DEM will track this implementation through Pierce County's GIS database. Findings will be presented and discussed at the annual meeting.

Gig Harbor Emergency Management will provide a report of the Plan's implementation to the administration at an annual meeting. This report will drive the meeting agendas and will include the following:

- Updates on implementation throughout the City;

- Updates on the PC HMF and mitigation activities undertaken by neighboring jurisdictions;
- Changes or anticipated changes in hazard risk and vulnerability at the City, county, regional, State, FEMA Region X, and Homeland Security levels.
- Problems encountered or success stories;
- Any technical or scientific advances that may alter, make easier, or create measures.

The administration and local experts will decide on updates to the plan's strategy based on the above information and a discussion of:

- The various resources available through budgetary means as well as any relevant grants;
- The current and expected political environment and public opinion;
- Meeting the mitigation goals with regards to changing conditions.

PC DEM will work with the emergency management director to review the Risk Assessment Section to determine if the current assessment should be updated or modified based on new information. This will be done during the regularly scheduled reviews of the Hazard Identification and Vulnerability Analysis and the Comprehensive Emergency Management Plan.

Additional reviews of this Plan will be required following disaster events and will not substitute for the annual meeting. Within ninety days following a significant disaster or an emergency event impacting the City, the emergency management director will provide an assessment that captures any "success stories" and/or "lessons learned." The assessment will detail direct and indirect damages to the city and its infrastructure, response and recovery costs, as part of the standard recovery procedures that use EMD Forms 129, 130, and 140. This process will help determine any new mitigation initiatives that should be incorporated into the Plan to avoid or reduce similar losses due to future hazard events. In this manner, recovery efforts and data will be used to analyze mitigation activities and spawn the development of new measures that better address any changed vulnerabilities or capabilities. Any updates to the Plan will be addressed at the annual meeting.

As per 44 CFR 201.6, the City of Gig Harbor must re-submit the Plan to the State and FEMA with any updates every five years. This process will be coordinated by PC DEM through the Pierce County Hazard Mitigation Forum. In 2013 and every five years following at the Hazard Mitigation Forum, the City of Gig Harbor will submit the updated plan to PC DEM. PC DEM's Mitigation and Recovery Program Manager will collect updates from the Region 5 Plan jurisdictions and submit them to the State EMD and FEMA.

Continued Public Involvement

The City of Gig Harbor is dedicated to continued public involvement and education in review and updates of this Plan. Gig Harbor Emergency Management will retain copies of the Plan and will post it on the City's website.¹

Prior to submitting the Plan to WA EMD and FEMA for the five year review, Gig Harbor Emergency Management will hold a public information and comment meeting. This meeting will provide the public a forum during which they can express their concerns, opinions, or ideas about the City's Plan. This meeting will be advertised in the Gig Harbor community through a variety of media, including the Peninsula Gateway and a posting on the City's website.

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Endnotes

¹ <http://www.cityofgigharbor.net>

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State of Washington

Emergency Management Division



Local Mitigation Planning Requirements Of the Disaster Mitigation Act of 2000

- (iii) Discussion on how the community will continue public participation in the plan maintenance process.
- (5) Documentation that the plan has been formally adopted by the governing body of the jurisdiction requesting approval of the plan (e.g., City Council, County Commissioner, Tribal Council). For multi-jurisdictional plans, each jurisdiction requesting approval of the plan must document that it has been formally adopted.

(d) Plan review.

- (1) Plans must be submitted to the State Hazard Mitigation Officer for initial review and coordination. The State will then send the plan to the appropriate FEMA Regional Office for formal review and approval.
- (2) The Regional review will be completed within 45 days after receipt from the State, whenever possible.
- (3) Plans must be reviewed, revised if appropriate, and resubmitted for approval within five years in order to continue to be eligible for HMGP project grant funding.

Successful HMGP applicants, as well as communities desiring to apply for mitigation grant funds in the future, will be required to develop an All Hazard Mitigation Plan utilizing these criteria.

For additional information please contact the HMGP Section at (253) 512-7073

**Jurisdictions with HMGP project or planning funds will have specific due dates for submittal of their plans. To receive Pre-Disaster Mitigation project grants, their mitigation plan must be submitted and approved prior to November 1, 2003.*

- (3) A mitigation strategy that provides the jurisdiction's blueprint for reducing the potential losses identified in the risk assessment, based on existing authorities, policies, programs and resources, and its ability to expand on and improve these existing tools. This section shall include:
 - (i) A description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards.
 - (ii) A section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure.
 - (iii) An action plan describing how the actions identified in paragraph (c)(2)(ii) of this section will be prioritized, implemented, and administered by the local jurisdiction. Prioritization shall include a special emphasis on the extent to which benefits are maximized according to a cost benefit review of the proposed projects and their associated costs.
 - (iv) For multi-jurisdictional plans, there must be identifiable action items specific to the jurisdiction requesting FEMA approval or credit of the plan.
- (4) A plan maintenance process that includes:
 - (i) A section describing the method and schedule of monitoring, evaluating, and updating the mitigation plan within a five-year cycle.
 - (ii) A process by which local governments incorporate the requirements of the mitigation plan into other planning mechanisms such as comprehensive or capital improvement plans, when appropriate.

Local Mitigation Plan is the hazard mitigation plan required of a local or Indian tribal government acting as a **subgrantee as a condition of receiving a project subgrant under the HMGP** as outlined in 44 CFR 201.6.

Subgrantee means the government or other legal entity to which a subgrant is awarded and which is accountable to the grantee for the use of the funds provided. **Subgrantees can be a State agency, local government, private non-profit organizations, or Indian tribal government** as outlined in Sec. 206.433. Indian tribal governments acting as a subgrantee are accountable to the State grantee.

Plan requirement. (1) For all disasters declared on or after November 1, 2004*, local and tribal government applicants for subgrants, must have an approved local mitigation plan in accordance with 44 CFR 201.6 prior to receipt of HMGP subgrant funding. Until November 1, 2004*, local mitigation plans may be developed concurrent with the implementation of subgrants

Sec. 201.6 Local Mitigation Plans

The local mitigation plan is the representation of the jurisdiction's commitment to reduce risks from natural hazards, serving as a guide for decision makers as they commit resources to reducing the effects of natural hazards. Local plans will also serve as the basis for the State to provide technical assistance and to prioritize project funding.

(a) Plan requirement.

- (1) For disasters declared after November 1, 2004, a local government **must** have a mitigation plan approved pursuant to this section in order to receive HMGP project grants. Until November 1, 2004, local mitigation plans may be developed concurrent with the implementation of the project grant.
- (2) Regional Directors may grant an exception to the plan requirement in extraordinary

circumstances, such as in a small and impoverished community, when justification is provided. In these cases, a plan will be completed within 12 months of the award of the project grant. If a plan is not provided within this timeframe, the project grant will be terminated, and any costs incurred after notice of grant's termination will not be reimbursed by FEMA.

- (3) Multi-jurisdictional plans (e.g. watershed plans) may be accepted, as appropriate, as long as each jurisdiction participates in the process, answers all the questions and has officially adopted the plan. State-wide plans will not be accepted as multi-jurisdictional plans.

(b) Planning process. An open public involvement process is essential to the development of an effective plan. In order to develop a more comprehensive approach to reducing the effects of natural disasters, the planning process **shall** include:

- (1) An opportunity for the public to comment on the plan during the drafting stage and prior to plan approval;
- (2) An opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development, as well as businesses, academia and other private and non-profit interests to be involved in the planning process; and
- (3) Review and incorporation, if appropriate, of existing plans, studies, reports, and technical information.

(c) Plan content. The plan **shall** include the following:

- (1) Documentation of the planning process used to develop the plan, including how it was prepared, who was involved in the process, and how the public was involved.

(2) A risk assessment that provides the factual basis for activities proposed in the strategy to reduce losses from identified hazards. Local risk assessments **must** provide sufficient information to enable the jurisdiction to identify and prioritize appropriate mitigation actions to reduce losses from identified hazards. The risk assessment **shall** include:

- (i) A description of the type, location, and extent of all natural hazards that can affect the jurisdiction. The plan **shall** include information on previous occurrences of hazard events and on the probability of future hazard events.
- (ii) A description of the jurisdiction's vulnerability to the hazards described in paragraph (c)(2)(i) of this section. This description **shall** include an overall summary of each hazard and its impact on the community. The plan **should** describe vulnerability in terms of:

- (A) The types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard areas;
- (B) An estimate of the potential dollar losses to vulnerable structures identified in paragraph (c)(2)(i)(A) of this section and a description of the methodology used to prepare the estimate;
- (C) Providing a general description of land uses and development trends within the community so that mitigation options can be considered in future land use decisions.

(iii) For multi-jurisdictional plans, the risk assessment section **must** assess each jurisdiction's risks where they vary from the risks facing the entire planning area.

PDM Planning Grant History

- In 11/2004, FEMA published their guidance for the Pre-Disaster Mitigation (PDM) Grant Program for fiscal year 2005. This grant program allows jurisdictions across the Country to apply for mitigation project and plan grants on a nationally competitive basis.
- In 12/2004, Pierce County Department of Emergency Management (DEM) consulted with jurisdictions across the County who were interested in submitting individual planning applications.
- In 01/2005, Pierce County Department of Emergency Management (DEM) decided to complete an application to develop a County-Wide Hazard Mitigation Plan based on the consultation with different jurisdictions. The goal is to develop approved plans for every jurisdiction and to have those plans be consistent with one another.
- At the end of 02/2005, Pierce County DEM submitted an application on behalf of 40 plus jurisdictions to FEMA.
- In 06/2005, FEMA received and reviewed close to 700 applications from around the nation for the approx \$220 million in potential grant funds.
- In 08/2005, FEMA and Washington State notified us that our County-Wide Hazard Mitigation Plan would be funded, but we had to wait for the official award letter. Draft work schedule and participating jurisdiction list emailed to jurisdictions.
- In late 11/2005, the official award letter, totaling \$657,500, was signed by FEMA, Washington State, and Pierce County. This process was delayed due to Hurricane Katrina Relief Efforts.
- In late 12/2005, Pierce County DEM held interviews to build the internal planning team to coordinate and develop the Plan.
- In 01/2006, Pierce County DEM hired members for the internal team.

Mitigation Website is now up at: www.piercecountywa.org/mitigation

2008 MITIGATION GRANT TIMELINE

- February and March – As part of the Pre-Adoption Review Process, conduct Elected Official meetings for all jurisdictions. As Plans are approved we will consider staggering the State EMD and FEMA review process.
- February and March – Continue Review, Formatting, and Updating Draft Sections of Plan.
- April – All Plans forwarded to State EMD and FEMA for review.
- June – Plans Resolutions and Ordinances approved by Chief Elected Officials. PLANS at this point will be considered ADOPTED AND APPROVED.

NOTE: Timeline is subject to changes if disaster impacts the County or if a jurisdiction is unable to complete designated tasks.