

Gig Harbor City Council Meeting

**March 10, 2008
6:00 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
March 10, 2008 - 6:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of February 25, 2008.
2. Correspondence / Proclamations: National Preservation Month.
3. Receive and File: a) Building and Fire Safety Activity Report for February; b) Operations and Public Projects Committee Meeting Minutes.
4. Resolution – Surplus Vehicle.
5. Onshore Sewer Outfall Materials Testing Services Contract.
6. Eddon Boat Memorandum of Agreement – Sediment Remediation Project.
7. Eddon Boat Building Restoration - Washington State Heritage Grant Agreement.
8. Gig Harbor Peninsula Historical Society Purchase and Sale Agreement – Donkey Creek Triangle.
9. Website Design Contract – Sitecrafting.
10. “Ancich Netshed – GH Register of Historic Places Listing”
11. Millville Inventory Consultant Services Contract – Andrews History Group.
12. Wetland Review Consultant Services First Contract Amendment – Grette and Associates.
13. Skansie Bros Park Ad Hoc Committee Appointments.
14. Police Special Services Agreement – Police Services.
15. Contract for Purchase of Police Patrol Vessel.
16. Approval of Payment of Bills for March 10, 2008:
 Checks #56965 through #57102 in the amount of \$1,311,913.94.

SPECIAL PRESENTATION: MBP.com

WORKSTUDY SESSION: Lodging Tax Advisory Committee.

OLD BUSINESS:

1. Third Reading of Ordinance – Increasing Water General Facility Charges.
2. Third Reading of Ordinance – Increasing Sewer General Facility Charges.
3. Third Reading of Ordinance – Increasing Stormwater General Facility Charges.

NEW BUSINESS:

1. Resolution – No Parking on Skansie.
2. First Reading of Ordinance – Junk Vehicles.
3. Public Meeting - Atkinson Annexation.
4. Amendment to Legal Services Contract – Salter Joyce Ziker, PLLC.

STAFF REPORT:

1. Draft Council Schedule for Remainder of 2008.
2. Federal Projects Update.
3. Draft Westside Community Meeting PowerPoint Presentation.

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Gig Harbor Traffic Options Committee – Wednesday, March 26th at 10:00 a.m. in Community Rooms A & B.
2. Finance / Safety Committee: Next quarterly meeting on Mar 17th at 4:00 p.m.
3. Tuesday, March 18th at 6:00 p.m. – Westside Area Community Meeting at Goodman Middle School.
4. City Council Retreat – July 11th 8:00 a.m. – 1:00 p.m. Community Rooms A&B

EXECUTIVE SESSION: For the purpose of discuss a personnel issue per RCW 42.30.110(f)

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF FEBRUARY 25, 2008

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

CALL TO ORDER: 6:00 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of February 11, 2008.
2. Interlocal Agreement Pierce County Fire District #5 for Fire Inspection.
3. Pierce County Dept. of Emergency Management PCNET Agreement.
4. Skansie Brothers House – Clean Up and Priming Interior.
5. Boating Safety Agreement with Pierce County Sheriff's Department.
6. Onshore Sewer Outfall Bid Award.
7. Onshore Sewer Outfall Archeological Consultant Services.
8. Onshore Sewer Outfall Surveying Services.
9. Public Works Trust Fund Loan Agreement - Sewer Outfall / WWTP Improvement Project.
10. Storm Water and Sanitary Sewer Facilities Maintenance and Easement Agreement(s) – Haub Short Plat.
11. Storm Water Facilities Maintenance and Restrictive Covenant Agreement – Harborview Drive Office Building – 4221 Harborview Drive.
12. Wastewater Treatment Plant Improvement Project Surveying Services.
13. Liquor License Renewals: Water to Wine; Costco Wholesale; Fraternal Order of Eagles; Tokyo Teriyaki; Judson Street Café; Hot Iron; Gourmet Essentials; Harbor Greens; and Tides Tavern.
14. Additional Wetland Survey, Report and Supplemental Outfall Reports, Consultant Services Contract.
15. Approval of Payment of Bills for February 25, 2008:
Checks #56812 through #56964 in the amount of \$903,150.80.

MOTION: Move to adopt the Consent Agenda as presented.
Franich / Conan – unanimously approved.

OLD BUSINESS:

1. Second Reading of Ordinance – Increasing Water General Facility Charges.
David Rodenbach, Finance explained that he would present information on all three General Facility Charges as they would return for a third reading at the next meeting. He explained that three letters were submitted addressing concerns, and that staff had addressed most of the concerns in a memo provided to Council. He said that there have been no changes to the ordinances from the first reading, adding that staff took a very conservative approach to all aspects of these fees and is comfortable with the calculations.

Ashley Emery, Peninsula Financial Consulting, gave an overview of the basic terms of meter size and water use measurement.

Greg Moore – Representing Quadrant Homes. Mr. Moore said that a meeting with staff and Councilmember Payne has helped them to understand the city's process and position. The meeting was followed up by e-mails and a letter from Master Builders Association, on which they concur. Mr. Moore described a current project to build 120 affordable homes at the Ridge at Gig Harbor. He said that these ordinances would add over one million dollars in unanticipated fees to their business plan. He said that Quadrant homes desires to pay reasonable and equitable fees, but the fee increase caught them unaware. He said that they look forward to working together to come to a conclusion and trusts that the city will put off final action until the issues raised have been addressed. Mr. Moore then said that even if the city decides not to revise technical issues that have been raised, they should consider phasing the fees rather than implementing them all at once which would dramatically impact affordable housing as well as other development. He thanked Council and offered to answer questions.

2. Second Reading of Ordinance – Increasing Sewer General Facility Charges. Addressed during the previous agenda item.

3. Second Reading of Ordinance – Increasing Stormwater General Facility Charges. Addressed during the previous agenda item.

Mayor Hunter explained that these three ordinances would return for a third reading at the next meeting.

Councilmember Franich asked for clarification on the Stormwater charges. David Rodenbach, Finance Director, explained that only a handful of municipalities charge general facility charges, but more will be doing so soon due to NPDES requirements.

Steven Misiurak, City Engineer, then responded that it will cost the city over \$100,000 over the next six years to implement and maintain a program to be in compliance with NPDES requirements. Other costs associated with the Stormwater General Facility Charges would be replacement of aging or undersized culverts. He explained that the city is updating the Stormwater Comprehensive Plan to identify other infrastructure needs.

Carol Morris, City Attorney clarified that several cities charge stormwater fees and are listed in an AWC User Study. She offered to get Councilmember Franich a copy of the study adding that stormwater fees have been collected for over 20 years.

Mayor Hunter asked if anyone else wished to speak on this issue.

John Alexander – Master Builders Association of Pierce County. Mr. Alexander first said that he appreciates the Council taking the MBA letter into consideration. He explained that MBA can't understand the justification for the ordinances and questions

whether the city is doing the right thing. He then said that the experts at MBA have reviewed the information and agreed that the figures aren't backed up. He stressed that this isn't the time to be adopting new fees; it's the time to look at other ways to fund city projects rather than asking new development to do so. Mr. Alexander said that he came across a new statistic that says that the construction cost index has dropped .02%. The ordinance rates are based on projected construction costs increasing by 10%; one reason to dispute the fees. The .02% figure also applies to traffic impact fees. He stressed that times are tight and when a recession arises, everyone has to take a bite. The construction industry is trying to look for ways to continue business, just as the city is going to have to do in order to provide services. He said that we are all stakeholders, this is a fairness issue, and the city has to be able to back up what they do.

Mr. Alexander responded to questions regarding the .02% decrease in construction costs. He said that this is based on October 2006 through October 2007 figures, and includes materials and general labor; everything except plastics.

Councilmembers discussed Mr. Alexander's comment regarding other funding sources. Councilmember Young stressed that every city is seeking funding for infrastructure improvements, but the state doesn't grant money to non-needs organizations. The funding has to come from fees or rate payers.

Mayor Hunter stressed that the city has looked into other funding. He said the city is looking at eighteen million for the Wastewater Treatment Plant Expansion because we are out of concurrency and another eight million for the outfall extension. The city has 6,800 residents which would have to pay for these improvements if new development doesn't pay their share. If other city funds are used for these improvements required due to development, it takes away from needed roads and other infrastructure. Mayor Hunter said that the city is trying to make this work and hopes that the questions raised can be addressed to everyone's satisfaction.

Mr. Alexander commented that everyone recognizes this tough problem, but the option to charge development by default isn't the answer. The city appears to be adopting this just for the sake of adopting something.

Mayor Hunter responded that the numbers speak for themselves.

Councilmember Payne asked what the percentage of the current rate charge is placed into capital funds. Mr. Rodenbach addressed this by saying in 2007 there wasn't enough revenue to transfer to the capital fund even after the rate increase. He explained that the stormwater fund is new and has no balance. Sewer had \$300,000 transferred to debt service, but nothing into capital. Mr. Rodenbach further commented that material costs increased by 10% in 2007 and they are expected to go up again.

Councilmembers and staff talked about which construction indexes are being used for comparison.

Mr. Emery gave a brief explanation of the Construction Cost Index. He said that he based his estimated cost increase on water and sewer engineering analyses performed by Gray & Osborne Consultants. The study shows an average 10% increase over the past three years. He said that this trend will not go on forever, and that is why the estimated cost drops to 3% after three years. He stressed again that a conservative approach and rationale was used to come up with a reasonable figure.

Councilmember Malich asked about outstanding bonds. Mr. Rodenbach explained that the city currently has bond debt for a pump station in an amount of 1.5 million. He said that current rates are adequate to pay this bond, but any additional debt would have to be paid by a combination of rate increases and general connection fees. Rob Karlinsey added that the city is applying for low-interest Public Works Trust Fund Loans for these improvements.

Mr. Emery said that GFCs are partially based on the cost of assets but do not include any interest rates yet to be incurred. The Sewer Treatment Plant Expansion Project will require a high degree of revenue bonding that will have to be paid by annual revenues through GFCs and rates. He said that the GFCs currently being reviewed have not been calculated to pay back future bonds and are based on current assets and CIP plans. He explained that the next piece of the puzzle is to determine any necessary rate increases to get projects funded.

Councilmember Young discussed the Public Works Trust Fund mentioned by Rob Karlinsey. He stressed that these funds are low-interest loans and not grants. He also said that there is an effort in the Legislature to eliminate these subsidies, which haven't grown in years. This funding source is dwindling and not easy to obtain.

Councilmember Franich asked when the GFCs could be reviewed and adjusted to make sure the city isn't overcharging. This led to a discussion on the complexity of the GFCs and the practicality of adjusting the fees. Mr. Emery explained that the development of GFCs is an averaging process which requires a ten-year Capital Improvement Plan window to readjust. With new facilities you need at least five-years of growth.

Mr. Emery then responded to questions about the impact of removing the "rolling stock" from the calculations. He said that it reduced rates by approximately \$20 in water, \$70 in sewer, and \$120 in stormwater GFCs. He described the effort to only include rolling stock assets that had been purchased within the past five years; another conservative approach to the calculations.

There were no further comments and Mayor Hunter moved on.

NEW BUSINESS:

1. Gig Harbor Arts Commission - Recommendation for 2008 Grant Awards.
Bob Sullivan, Chair of the Gig Harbor Arts Commission, explained that the commission went through a rigorous process to review and then select thirteen out of fifteen

applicants to received grants. He requested Council to authorize the award of the grant contracts in the total amount of \$35,000.00.

MOTION: Move to authorize the award of the 2008 grant agreements for the 2008 Gig Harbor Arts Commission Project Support Program for a combined total amount of \$35,000.
Payne / Malich – unanimously approved.

Councilmembers voiced appreciation to the Arts Commission for the hard work to review these applications.

2. Gig Harbor Arts Commission – Request to Commission Torrens Public Art. Mayor Hunter said that the Parks Commission had yet to approve the installation location for this piece. Bob Sullivan explained that the Gig Harbor Arts Commission is development a flowchart for future placement of art.

Councilmember Malich commented that while he was on the Parks Commission there seemed to be confusion on who had jurisdiction over choosing art. He recommended that Council further define the role of both Commissions.

Councilmember Ekberg explained that the Arts Commission and Parks Commission make recommendations, and ultimately, it is up to the City Council to make the decision.

Mr. Sullivan assured Council that the art piece had been redesigned for durability. He talked about how they arrived at the fair market value of the piece, which was based on the cost of the original design for the Salmonchanted Auction and any modifications.

After further discussion and clarification that the Parks Commission had approved of the piece, just not the location within Donkey Creek Park, Council agreed to authorize the construction of the artwork to prevent further delays.

MOTION: Move to approve the Torrens art piece at the Donkey Creek Park location in the amount of \$6700.00 plus WSST for a total amount of \$7,262.80.
Malich / Payne – unanimously approved.

3. Development Agreement – The Quadrant Corporation / United Western Development. Cliff Johnson, Associate Planner, presented a resolution that authorizes the city to enter into a development agreement pertaining to the property located north of Borgen Boulevard and Harbor Hill Drive roundabout. The property owners have obtained approval of 120 lot preliminary plat and plans to construct seven model homes prior to the completion of the final plat. Because the city doesn't have a model homes ordinance, this development agreement will allow them to allow for building permits for these model homes. He gave a brief overview of the development agreement.

Greg Moore – Representing Quadrant Homes. Mr. Moore said that providing model homes is critical to their success of housing affordability. There are 275 people signed up with interest. He said that they do not building speculative homes; all homes are pre-sold from models. He explained that the development agreement has been modeled after ordinances in other jurisdictions in which they work. Mr. Moore said that City Staff and the Attorney have been responsive to this proposal and they appreciate the working relationship.

Mr. Moore responded to Council's questions about the project and Quadrant Homes. He said that the model homes are built to scale and sold when the project is completed. He said that Quadrant Homes is a subsidiary of Weyerhaeuser and is purchasing the property from United Western Development.

Councilmembers asked staff to develop a model homes ordinance for consistency and predictability for Council consideration.

David Gillman – Attorney for the Canterwood Homeowners Association. Mr. Gillman said that they are cautiously optimistic with this development adjacent to Canterwood. He said that most issues have been resolved through good faith discussions. He said that they are thankful for the way Quadrant does business, adding that Cliff Johnson has been very helpful in providing information. He said that there has been some homeowner damage because of buffering problems, which they are working to resolve. Mr. Gillman said that they would like to have a timetable for remediation.

Cliff Johnson explained that the damage to the ten foot buffer to the north of the property is the result of the recent windstorms. Quadrant will need to do additional planting in these areas.

MOTION: Move to adopt Resolution No. 742 authorizing the Development Agreement with The Quadrant Corporation / United Western Development.
Kadzik / Payne – unanimously approved.

4. Recommendation for Appointment to Parks Commission. Rob Karlinsey presented this recommendation to fill a vacant position on the Parks Commission made available when Councilmember Malich was elected.

MOTION: Move to appoint Robyn Dupuis to serve the remainder of the vacant term on the Parks Commission that expires March 31, 2010.
Young / Ekberg – six voted in favor. Councilmember Malich voted no.

PUBLIC COMMENT:

Greg Moore – Quadrant Homes. Mr. Moore voiced surprise that there were no significant changes in the ordinance for GFCs given the comments submitted by

Quadrant and MBA. He said they were certain there would be changes, and so they are anxious to see staff's response to the concerns. He then said he was surprised to not have had a chance to review staff's comments before this meeting and asked to get a copy by tomorrow morning. He then said that the thought this would have been discussed at the Thursday Operations Committee meeting. He asked for clarification.

Rob Karlinsey responded that it isn't on the agenda for the 28th meeting. Mayor Hunter said that Council will make the decision.

MAYOR'S REPORT / COUNCIL COMMENTS:

Mayor Hunter asked Councilmembers confirm the Council Retreat scheduled for July 11th in Community Rooms A&B.

Councilmember Franich voiced appreciation for the new council packet format with indexing information and divider pages.

Councilmember Young asked Councilmembers not to discard the purple notice in their box that refers to infrastructure. He said it's a good illustration of the struggles that all municipalities are experiencing. He said that the state is looking at a billion dollar deficit over the next year in terms of local infrastructure funding.

Councilmember Malich suggested the formation of another Council Committee to address green issues that the community is facing in the future. It was suggested that this be discussed as an agenda item at the retreat.

STAFF REPORT:

Gig Harbor Police Department Monthly Report. Chief Davis gave a brief overview and offered to answer questions.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Special Council Workstudy Session – Junk Vehicles & Annexation Goals and Policies – Mon. March 3rd at 5:00 p.m.
2. Finance / Safety Committee: Next quarterly meeting on Mar 17th at 4:00 p.m.
3. Tuesday, March 18th at 6:00 p.m. – Westside Area Community Meeting at Goodman Middle School.

EXECUTIVE SESSION: For the purpose of discussing potential litigation RCW 42.30.110 (1)(b).

MOTION: Move to adjourn to Executive Session at 7:25 p.m. to discuss potential real property acquisition for approximately thirty minutes.
Franich / Conan – unanimously approved.

MOTION: Move to return to regular session at 8:00 p.m.
Franich / Conan – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 8:00 p.m.
Payne / Conan – unanimously approved.

CD recorder utilized:
Disk #1 Tracks 1 – 29
Disk #2 Tracks 1-3

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, historic preservation is an effective tool for managing growth, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, "*Making Preservation Work!*" is the theme for National Preservation Month 2007, cosponsored by the **City of Gig Harbor** and the National Trust for Historic Preservation

NOW, THEREFORE, I, **Charles Hunter, Mayor of the City of Gig Harbor**, do proclaim May 2008, as

National Preservation Month

and call upon the people of Gig Harbor to join their fellow citizens across the United States in recognizing and participating in this special observance. In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this the 10th day of March.

Mayor, City of Gig Harbor

Date

**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: 3/4/2008
Re: Building and Fire Safety Activity Report for the month of February, 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 3 meetings on code enforcement process and procedures
- Provided comments to planning and engineering on 11 applications under review
- Participated in 4 pre-application conferences for various projects
- Conducted emergency operations center orientation meeting with City supervisory staff
- Attended meeting with Mayor and WWTP staff on grease interceptor ordinance
- Participated in 3 process improvement meetings with staff and consultant
- Met with marketing director and vendor on emergency phone notification system
- Participated in State Building Code Council Fire Code TAG meeting
- Attended meeting with City staff and violators attorney on on-going enforcement action
- Met with City staff, consultant and Interlocking Software reps. on refinements to tracking system
- Attended legislative hearing on jurisdictional liability bill
- Met with WABO, AWC, WSAC lobbyists and leg. committee members on legislative session
- Met with WSAFM president on statewide fire prevention activities
- Participated in meeting with FD 5 prevention chief and inspector on inspection program
- Attended Interlocking Software users conference

New Permit Applications

New Commercial - 0

New Residential - 2

Remodel / Tenant Improvement - 7

Other (Includes plumbing, mechanical, fire system, fuel gas, etc.) - 52

Total - 61

Total valuation - \$ 1,796,388.00

Fee revenues - \$ 14,075.87

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 – 1
 Residential - 0
 Remodel/TI - 6
 Other - 44
 Total Issued - 51

Total Valuation - \$ 1,451,925.00
 Fee Revenues - \$ 24,862.68

Inspections:

The following inspections were performed:
 Periodic inspections - 281
 Final Inspections - 48
 Certificate of Occupancy - 10
 Total - 339

Enforcement:

The following enforcement actions were taken:
 Investigations - 1
 Stop work orders issued -
 Citations issued -
 Civil NOV's issued -
 Total - 1

Fire Inspection Referral /Refusal Follow-ups:

2

Business License Inspections:

Training:

- Staff continued OJT for new inspectors
- Attended training on Residential Sprinkler code compliance
- Completed on-line CFI emergency scene safety training
- Participated in 2006 Uniform Plumbing Code seminar
- Attended Simpson Strong-Tie building inspectors seminar
- Completed Countyview GIS training

	2007	2008
New Applications	31	61

Issued Permits	38	51
Inspections	94	339
Fire Insp. Referrals	3	2
Enforcement Actions	4	1
Permit Fee Revenues	34,414.50	24,862.68

**CITY OF GIG HARBOR OPERATIONS AND PUBLIC PROJECTS
COMMITTEE MEETING REPORT FOR FEBRUARY 28, 2008**

PRESENT: Councilmember Ekberg, Steve Misiurak, Jeff Langhelm, Darrell Winans, Lita Dawn Stanton, Melanie Fleites, John Chadwell, and Maureen Whitaker.

ABSENT: Councilmembers Franich and Payne.

The attached agenda and documents were prepared as informational handouts for the meeting. The meeting was cancelled as there was not a quorum. The next meeting is scheduled for March 20, 2008 at 3:00 p.m.



Maureen Whitaker, Asst. City Clerk



*City of Gig Harbor
Operations & Public Projects Committee*

Councilmembers Ekberg, Franich & Payne

AGENDA

**Thursday, February 28, 2008 – 3:00 p.m.
Gig Harbor Civic Center
Community Development Department
Engineering/Operations Conference Room**

1. GCCM – Application Status Update – Steve Misiurak.
2. Road Project Consultant Selection Update – Steve Misiurak.
3. NPDES Update – Steve Misiurak.
4. Pierce County Conservation Futures and Land Acquisitions – Lita Dawn Stanton.
5. 2008 Road Rehab List – Jeff Langhelm.

Adjourn

Next Meeting Date: March 20, 2008 at 3:00 p.m.

**City of Gig Harbor, Washington
NPDES Phase II Permit Assistance and Implementation Project**

Western Washington Phase II Municipal Stormwater General Permit, WAR04-5009

Issuance Date 17-Jan-07

Effective Date 16-Feb-07

Expiration Date 15-Feb-12

Anticipated NPDES Phase II Implementation Schedule - Preliminary DRAFT

Action Item	Anticipated Costs	Permit Compliance Date	Anticipated Annual Costs ¹						
			2007	2008	2009	2010	2011	2012	
S5.5.6 Pollution Prevention Plan for City Maintenance and Storage yards	\$ 6,590	15-Feb-10							
S8 Monitoring									
S8.1 Prepare for Monitoring (if > 10,000 persons)	\$ 27,210	31-Dec-10							\$ 27,210
S9 Reporting Requirements									
S9.1 Record Keeping	\$ 13,880		\$ 13,880	\$ 13,880	\$ 13,880	\$ 13,880	\$ 13,880	\$ 13,880	\$ 13,880
S9.2 Develop System to Track Program Expenditures	\$ 8,570	1-Jan-09	\$ 8,570						
S9.3 Annual Reporting	\$ 5,120	31-Mar-08	\$ 5,120	\$ 5,120	\$ 5,120	\$ 5,120	\$ 5,120	\$ 5,120	\$ 5,120
Other Actions (not required, but support permit activities)									
O-1 Update stormwater comprehensive plan	\$ 90,440		\$ 90,440						
O-2 Annual, 6-year and 20-year capital planning	\$ 11,520		\$ 11,520	\$ 11,520	\$ 11,520	\$ 11,520	\$ 11,520	\$ 11,520	\$ 11,520
O-3 Periodic assessment of stormwater rates and charges	\$ 8,510		\$ 8,510						
O-4 Detailed stormwater system inventory	\$ 71,460		\$ 71,460						
O-5 Condition Assessment of stormwater system	\$ 17,000		\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000
O-6 Stormwater technical assistance program	\$ 23,700		\$ 23,700	\$ 23,700	\$ 23,700	\$ 23,700	\$ 23,700	\$ 23,700	\$ 23,700
Annual Anticipated Total Expenses			\$ 173,665	\$ 184,515	\$ 194,070	\$ 148,035	\$ 134,485	\$ 153,455	

Notes:

1. Where no costs are shown, it is anticipated the services would be conducted in connection with existing on-going or other planned activities.

Western Washington Phase II Municipal Stormwater NPDES Permit Overview

The timeline below provides and overview of major program components deadlines ("...no later than...") for implementing permit requirements of S5 Stormwater Management Program (SWMP) for Cities, Towns and Counties. Other permit elements are listed on the next page. This is guidance only: please see the permit for additional detail and related requirements.

S5 Program Component	Feb 16, 2007	Feb 2008	Feb 2009	Aug 2009	Feb 2010	Feb 2011	Aug 2011	Feb 2012
A. Stormwater Management Plan	Set up process to track costs, actions and activities. Establish coordination among permittees as possible.		Begin tracking costs.				Program fully implemented	
C.1 Public Education and Outreach			Implement educ hotline starts. Begin to measure understanding, adoption				Distribute IDDE info to target audiences	
C.2 Public Involvement			Program begins. SWMP and annual reports are available to the public and posted on website. Create opportunities for public input.					
C.3 Illicit Discharge Detection and Elimination (IDDE)			Establish public hotline to report spills and illicit discharges.	Adopt IDDE codes & regulations to prohibit non stormwater discharge, establish escalating enforcement. Develop enforcement strategy. IDDE staff training. Recordkeeping	Train all municipal field staff. Prioritize receiving waters for visual inspection.	Storm system map is complete and maps are kept updated. Assess 3 high priority water bodies.	Program fully implemented: field assessments, inspections, procedures, process to ID priority areas. Distribute info on IDDE.	
C.4 Control Runoff from New Develop't, Redevelop't Construction Sites (generally, disturbing at least 1 acre)	Make NOIs for construction, industrial stormwater permits available. Recordkeeping (inspections, maintenance, enforcement).			Adopt regulations, implement program for runoff control, site plan review, inspection, enforcement, LID. Adopt/implement O&M regulations for post-construction BMPs & facilities. Staff training.				
C.5 Municipal Pollution Prevention, Operation and Maintenance					Adopt and implement SWPPP, inspection & maintenance schedule, procedures. Staff training.			

Other significant elements of the permit

This is guidance only: see the permit for additional detail and related requirements.

S1 Application for coverage

- Operators of small MS4s designated by Ecology as "significant contributors per S1.B.3 must submit NOIs within 120 days.
- Jurisdictions submitting NOI to Ecology after January 17, 2007 need to conduct public notification.
- Jurisdictions applying as Co-Permittees submit a joint NOI. Co-Permittees can end or amend agreements at any time.

S4.F Response to violations of Water Quality Standards

- Notification and possible corrective actions may occur at any time.

S7 Compliance with Total Maximum Daily Load (TMDL) Requirements

- Jurisdictions comply with applicable TMDL requirements listed in Appendix 2 with individual timelines.

S8 Monitoring

- Report on all new stormwater monitoring studies and assessment of BMP appropriateness in each annual report.
- By December 31, 2010 select sites for long-term discharge monitoring and questions/sites for SWMP effectiveness monitoring.
- Beginning March 2011, annual reports include the status of preparing for the future, long-term monitoring program.

S9 Reporting

- Keep all records related to the permit and the SWMP for at least five years.
- Beginning March 31, 2008 submit a report for the previous calendar year using annual report forms in Appendix 3.
- Notify of changes in jurisdictional boundary with annual report.

G3 Notification of Spill

- Report to Ecology within 24 hours a spill into the municipal storm sewer which could constitute a threat to human health, welfare or the environment.

G18 Duty to Reapply

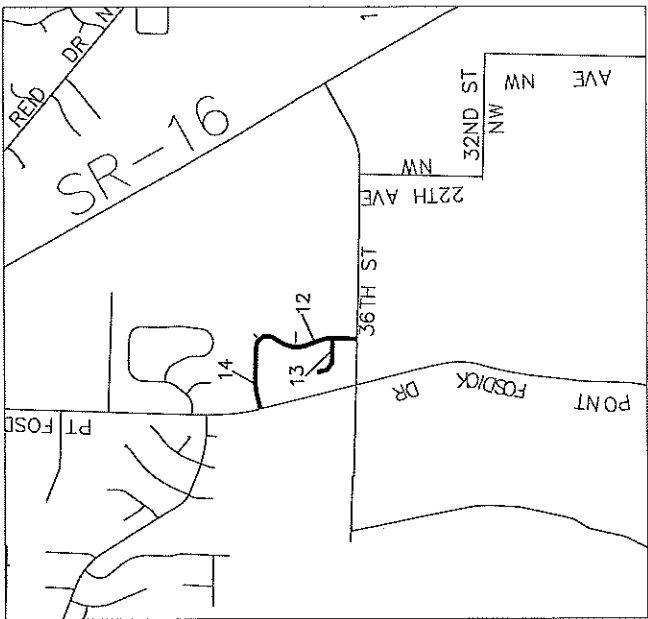
- Apply for permit renewal no later than August 16, 2011 (180 days before permit expiration).

G20 Non-compliance Notification

- Notify Ecology with 30 days of awareness of permit non-compliance.

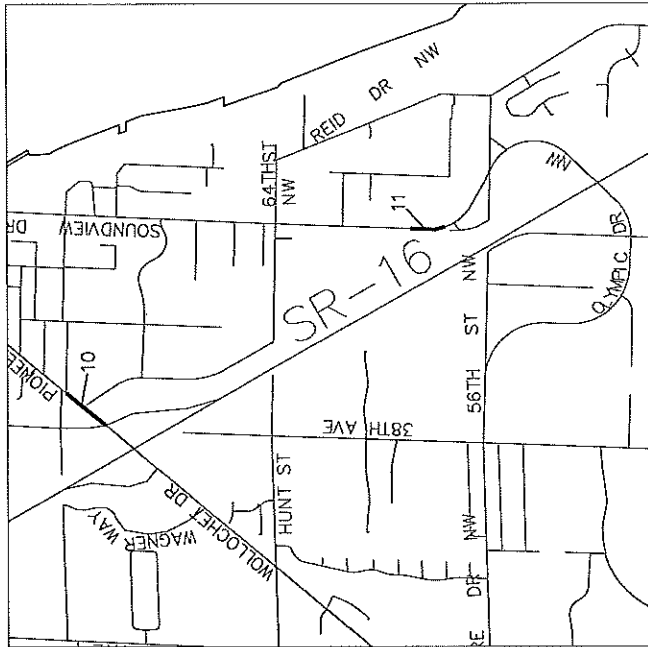
**City of Gig Harbor
Recommended Prioritized Pavement Rehabilitation List**

Street Name	From	To	Proposed Action	Cost	Year	Yd ²
64TH ST NW	SOUNDVIEW DR	CITY LIMITS	Thin Overlay - Residential	\$7,766	2008	706
DOROTICH ST	ROSEDALE ST	HARBORVIEW DR	Thin Overlay - Residential	\$18,777	2008	1707
INSEL AVE	EDWARDS DR	WILKINSON ST	Thin Overlay - Residential	\$19,800	2008	1800
PRENTICE AVE	FULLER ST	FENNIMORE ST	Thin Overlay - Residential	\$10,945	2008	995
VERNHARDSON ST	N. HARBORVIEW DR	WOODWORTH AV	Thin Overlay	\$38,623	2008	2971
SOUNDVIEW DR	OLYMPIC DR NW	KELSEY LN	Thin Overlay	\$24,115	2008	1855
PIONEER WAY	STINSON AVE	GRANDVIEW ST	Thin Overlay	\$35,074	2008	2698
TYEE AV-SPRING ST.						
CHINOOK AV-COHO ST	ROSEDALE	EOB	Thin Overlay - Residential	\$38,280	2008	3480
FRANKLIN AVE	BURNHAM DR NW	FULLER ST	Thin Overlay - Residential	\$18,425	2008	1675
FRANKLIN AVE	FULLER ST	PEACOCK HILL AVE NW	Thin Overlay - Residential	\$15,983	2008	1453
FULLER ST	FRANKLIN AVE	PRENTICE AVE	Thin Overlay - Residential	\$8,978	2008	816
39TH ST NW	PT. FOSDICK DR NW	26TH AVE CT NW	Thin Overlay - Residential	\$22,440	2008	2040
26TH AVE CT NW	39TH ST NW	36TH ST NW	Thin Overlay - Residential	\$33,000	2008	3000
37TH ST NW	26TH AVE CT NW	EOB	Thin Overlay - Residential	\$14,905	2008	1355
2008 Total				\$307,109		
HUNT ST NW	WOLLOCHET DR NW	43RD AVE NW	Thin Overlay	\$7,449	2009	573
32ND AVE NW	56TH ST NW	56TH AVE NW	Thin Overlay - Residential	\$13,431	2009	1221
PIONEER WAY	TARABOCHIA ST	HARBORVIEW DR	Structural Overlay	\$20,440	2009	1022
PIONEER WAY	UDDENBERG LN	JUDSON ST	Structural Overlay	\$11,720	2009	586
SUTHERLAND ST	JOHNSON LN	WOODWORTH AVE	Thin Overlay - Residential	\$9,119	2009	829
66TH ST NW	EOB W	41ST AVE NW	Thin Overlay - Residential	\$5,192	2009	472
41ST AVE NW	64TH ST CT NW	66TH ST NW	Thin Overlay - Residential	\$10,296	2009	936
26TH AVE CT NW	37TH ST NW	38TH AVE NW	Thin Overlay - Residential	\$12,408	2009	1128
43RD AVE NW	HUNT ST NW	EOB N	Thin Overlay - Residential	\$9,768	2009	888
44TH ST NW	EOB W	36TH AVE NW	Thin Overlay - Residential	\$10,263	2009	933
64TH ST CT NW	EOB W	41ST AVE NW	Thin Overlay - Residential	\$11,297	2009	1027
ARTENA LN	MILTON AVE	EOB	Thin Overlay - Residential	\$2,178	2009	198
HOLLYCROFT ST	28TH AVE NW	CITY LIMITS E	Thin Overlay - Residential	\$25,289	2009	2299
SHIRLEY AVE	ROSEDALE ST	EOB N	Thin Overlay - Residential	\$31,295	2009	2845
WOODWORTH AVE	FENNIMORE ST	BENSON ST	Thin Overlay - Residential	\$10,208	2009	928
BRIARWOOD LN	38TH AVE NW	36TH AVE NW	Thin Overlay - Residential	\$19,239	2010	1749
SOUNDVIEW DR	SOUNDVIEW CT	ERICKSON ST	Thin Overlay	\$21,554	2010	1658
SOUNDVIEW DR	GRANDVIEW PL	GRANDVIEW DR	Thin Overlay	\$15,639	2010	1203
ROSEDALE ST	KAUPPILA	SHIRLEY AVE	Thin Overlay	\$15,873	2010	1221
GRANDVIEW ST	EOB W	STINSON AVE	Thin Overlay - Residential	\$19,745	2010	1795
2009 Total				\$282,403		



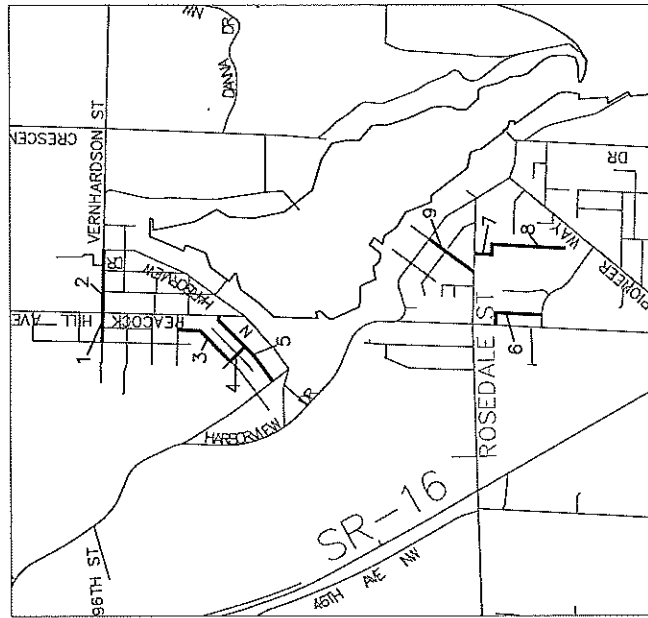
WESTSIDE AREA

- 12. 26TH AVE-39TH ST TO 36TH ST
- 13. 37TH ST-26TH AVE TO END OF ROAD
- 14. 39TH ST-26TH AVE TO PT FOSDICK DR



CENTRAL AREA

- 10. PIONEER WY-GRANDVIEW ST TO STINSON AVE
- 11. SOUNDVIEW DR-OLYMPIC DR TO KELSEY LN



DOWNTOWN AREA

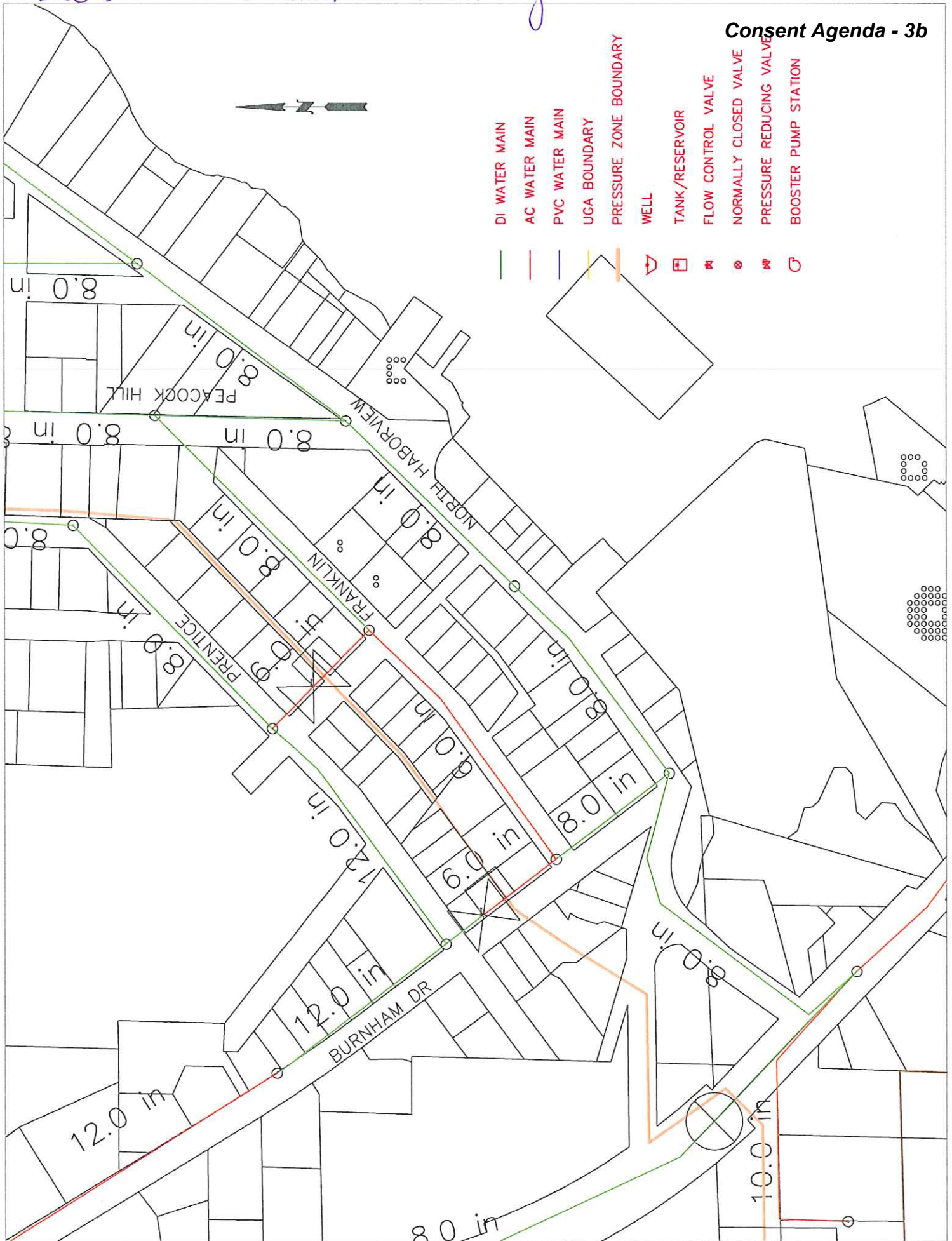
- 1. VERNHARDSON ST-PEACOCK HILL AVE TO WOODWORTH AVE
- 2. VERNHARDSON ST-N. HARBORVIEW DR TO PEACOCK HILL AVE
- 3. PRENTICE AVE-FULLER ST TO FENNIMORE ST
- 4. FULLER ST-PRENTICE AVE TO FRANKLIN AVE
- 5. FRANKLIN AVE-BURNHAM DR TO PEACOCK HILL AVE
- 6. INSEL AVE/WILKINSON ST-EDWARDS DR TO STINSON AVE
- 7. TYEE AVE/SPRING ST-ROSEDALE ST TO CHINOOK AVE
- 8. CHINOOK AVE-SPRING ST TO END OF ROAD
- 9. DOROTICH ST-HARBORVIEW DR TO ROSEDALE ST

DESIGNED BY: JDL DRAWN BY: JDL CHECKED BY: STM APPROVED BY: STM SCALE: AS SHOWN OTHER: ---	ENGINEERING DIVISION 3510 Grandview Street Gig Harbor, WA 98535 (253) 851-6170	IMPROVEMENT PROJECT LOCATION MAPS	3	X
			CSP-0805 DRAWING NO. G-03 SHEET	
2008 STREET REHABILITATION AND RESURFACING				



2008 Street Rehabilitation and Resurfacing

Consent Agenda - 3b



- DI WATER MAIN
- AC WATER MAIN
- PVC WATER MAIN
- UGA BOUNDARY
- PRESSURE ZONE BOUNDARY
- WELL
- TANK/RESERVOIR
- FLOW CONTROL VALVE
- NORMALLY CLOSED VALVE
- PRESSURE REDUCING VALVE
- BOOSTER PUMP STATION



Subject: Resolution declaring a city owned 1992 Lexus coupe as surplus thus making it eligible for sale

Dept. Origin: Police Department

Prepared by: Chief Mike Davis *MD#1*

For Agenda of: March 10, 2008

Exhibits: Report attached

Proposed Council Action: Approve the attached resolution

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: _____

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head: *MD#1 2/22/08*

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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BACKGROUND:

This 1992 Lexus coupe (VIN JT8JZ31C6N0005925) was seized under RCW 69.50.505 and eventually acquired by the city of Gig Harbor through the civil forfeiture hearing process. The vehicle has over 160,000 miles and really doesn't fit our needs for an undercover vehicle. Proceeds from the sale of this vehicle will be deposited into our drug fund.

RECOMMENDATION: Approve the attached resolution

RESOLUTION NO. _____

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

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

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

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

To declare as surplus:

EQUIPMENT			SERIAL / ID NUMBER	MODEL INFO.
1	1992 Lexus SC3CP	1	VIN JT8JZ31C6N0005925	SC3CP
2				
3				
4				

PASSED ON THIS _____ day of _____, 200__.

APPROVED:

MAYOR CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

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



Subject: Onshore Sewer Outfall Materials Testing Services Contract

Dept. Origin: Public Works

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

For Agenda of: March 10, 2008

Exhibits: Contract, Scope, and Fee

Proposed Council Action: Authorize the award and execution of a consultant services contract for the Onshore Outfall Project with Krazan & Associates, Incorporated, for construction materials testing services in an amount not to exceed eight thousand five hundred one dollars and sixty cents (\$ 8,501.60)

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

PK
AM 3/4/08
CR 3/6/08

Expenditure Required	\$8,501.60	Amount Budgeted	\$1,750,000	Appropriation Required	\$0
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INFORMATION / BACKGROUND

The City's Onshore Outfall Project (CSSP-0802) provides for the installation of a new gravity outfall pipe, force main sewer pipe, and fiber optic telemetry cable conduit between the City's wastewater treatment plant and pump station 2A at the Bogue View Park. The proposed consultant services contract is for the materials testing of the soils and asphalt placement associated with this Project.

FISCAL CONSIDERATION

The 2008 Sewer Capital Fund that has allocated \$1,750,000 for this project under Objective No. 6.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the award and execution of a consultant services contract for the Onshore Outfall Project with Krazan & Associates, Incorporated, for construction materials testing services in an amount not to exceed eight thousand five hundred one dollars and sixty cents (\$ 8,501.60)

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

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

RECITALS

WHEREAS, the City is presently engaged On-Shore Outfall and Force Main Replacement Project and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated February 28, 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 Estimated Hours and Fees**, 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 Eight Thousand Five Hundred and One Dollars and Sixty Cents (\$8,501.60) 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 Estimated Hours and Fees**. 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 July 31, 2008; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

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

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

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Engineer 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:
Krazan & Associates, Inc.
ATTN: Jennifer Doyle
20714 State Hwy 305 NE, Suite 3C
Poulsbo, WA 98370
(360) 598-2126
FAX (360) 598-2127

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

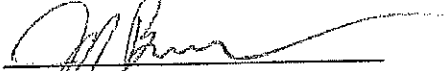
No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

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 4th day of March, 2008.

CONSULTANT

By: 
Its Principal


CITY OF GIG HARBOR

By: _____
Mayor

Notices to be sent to:
CONSULTANT:
Krazan & Associates, Inc.
ATTN: Jennifer Doyle
20714 State Hwy 305 NE, Suite 3C
Poulsbo, WA 98370
(360) 598-2126, FAX (360) 598-2127

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

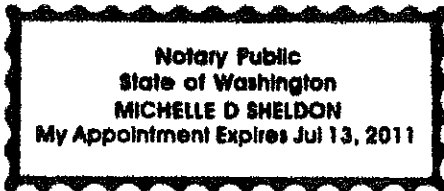
ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF Kitsap)

I certify that I know or have satisfactory evidence that JEFF BOLDERS 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 Const. Serv. Mgr. of KRAZAN & ASSOCIATES to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3-4-08
Michelle Sheldon
Michelle Sheldon
(print or type name)



NOTARY PUBLIC in and for the State of Washington, residing at:
3140 SE Rocket Lane Port Orchard, WA
My Commission expires: 7-13-11



GEOTECHNICAL ENGINEERING • ENVIRONMENTAL ENGINEERING
CONSTRUCTION TESTING AND INSPECTIONS

February 28, 2008

KA Proposal No. P08-036P

Mr. Jeff Langhelm
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Phone: 253-851-6137
Fax: 253-858-6408

RE: CONSTRUCTION TESTING AND INSPECTION SERVICES
Onshore Outfall & Force Main Replacement
Gig Harbor, WA

Dear Mr. Langhelm:

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

The fee charges for projects under this Agreement are:

Exhibit A-Scope: Testing & Inspection Project Services	UNIT	RATES	Hr./Ea.	Estimated Cost
Soils Compaction Inspection (Includes Limited Overtime)	72	\$50.00	hr.	\$3,600.00
Nuclear Densometer Rental/Security Fee	24	\$10.00	ea.	\$240.00
Asphalt Inspection	12	\$50.00	hr.	\$600.00
Reinforced Concrete Inspection	8	\$50.00	hr.	\$400.00
Project Management	5	\$85.00	hr.	\$425.00
Report Preparation/Processing	3	\$45.00	hr.	\$135.00
Mileage	1720	\$0.505	ea.	\$868.60
Sample Pick Up	3	\$45.00	hr.	\$135.00
Moisture Density Relationship {ASTM D1557}	4	\$190.00	ea.	\$760.00
Soil Sieve Analysis {ASTM C136}	4	\$95.00	ea.	\$380.00
Compressive Strength Samples	16	\$18.00	ea.	\$288.00
Asphalt Rice Analysis	2	\$110.00	ea.	\$220.00
Asphaltic Content Hot Mix by Ignition Method (ASTM D6307)	2	\$225.00	ea.	\$450.00
CONSULTING SERVICES IF REQUIRED				
Staff Professional		\$85.00	hr.	\$0.00
Field Geologist (Soil Bearing Verification)		\$95.00	hr.	\$0.00
Senior Engineer		\$135.00	hr.	\$0.00
Principle Engineer		\$150.00	hr.	\$0.00
TOTAL ESTIMATED PROJECT BUDGET:				\$8,501.60

Notes:

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

With Twelve Offices Serving the Western United States

Poulsbo Office: 20714 State Hwy. 305 NE, Suite 3C • Poulsbo, WA 98370 • (360) 598-2126 • Fax: (360) 598-2127

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

The following items are included as an Attachment:

Attachment A – Agreement for Professional Services and General Terms and Conditions

Respectfully submitted,
KRAZAN & ASSOCIATES, INC.

Jennifer Doyle
Business Development Coordinator
Peninsula Division

Jeffrey Bowers
Poulsbo Branch Manager
Peninsula Division



Business of the City Council
City of Gig Harbor, WA

Subject: Eddon Boatyard Sediment Remediation Project Memorandum of Agreement (MOA) with the Army Corp of Engineers and the Department of Archaeology and Historic Preservation (DAHP)

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton
Special Projects

For Agenda of: March 10, 2008

Exhibits: MOA

Proposed Council Action: Authorize the Mayor on behalf of Council to approve the MOA.

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Handwritten signatures and dates: CLH 2/29/08, ROK 2/29/08, GJM 2/28/08, CLH 2/29/08

Table with 3 columns: Expenditure Required \$-0-, Amount Budgeted \$-0-, Appropriation Required \$-0-

INFORMATION / BACKGROUND

In part due to federal funds accepted under the Brownfields Grant in 2007, Section 106 requires Federal agencies to consider the effects of ground disturbing activities on historic properties. Federal agencies (in this case the Army Corp) are responsible for initiating Section 106 review, most of which takes place between the agency, the State (DAHP) and tribal officials. The MOA acts as a final agreement prior to issuance of the 404 permit under CWA Section 404 which establishes a program to regulate the discharge of dredged and fill material into waters of the United States. This is the last step in the permit process prior to beginning the Eddon Boatyard Sediment Remediation Project.

FISCAL CONSIDERATION

n/a

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION / MOTION

Move to: Authorize the Mayor on behalf of Council to authorize the MOA retroactively as part of the overall permit process which began in 2007.

**MEMORANDUM OF AGREEMENT
BETWEEN THE U.S. ARMY CORPS OF ENGINEERS
AND THE WASHINGTON STATE DEPARTMENT OF ARCHAEOLOGY AND
HISTORIC PRESERVATION REGARDING
HISTORIC PROPERTIES AT THE EDDON BOATYARD,
GIG HARBOR, PIERCE COUNTY, SEATTLE WASHINGTON**

WHEREAS, the U.S. Army Corps of Engineers, Seattle District (Corps) has determined that a permit action under its authority will have an adverse effect on the Eddon Boatyard, a property eligible for listing in the National Register of Historic Places, and has consulted with the Washington State Department of Archaeology and Historic Preservation (WADAHP) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. Section 470f); and

WHEREAS, the Corps has consulted with the property owner, the City of Gig Harbor (City), regarding the effects of the undertaking on historic components of the Eddon Boatyard; and

WHEREAS, in accordance with 36 CFR Section 800.6(a)(1), the Corps has notified the Advisory Council on Historic Preservation (Council) of its adverse effect determination and the Council has chosen not to participate in the consultation pursuant to 36 CFR Section 800.6(a)(1)(iii);

WHEREAS, the City and WADAHP have agreed that reconstruction of historic features shall be undertaken according to "The Secretary of the Interior's Standards for the Treatment of Historic Properties (Reconstruction)," National Park Service, U.S. Department of the Interior, 1995;

NOW, THEREFORE, the Corps, the City, and the WADAHP agree that the undertaking shall be implemented in accordance with the following stipulations in order to take in to account the effect of the undertaking on historic properties:

STIPULATIONS

I. DOCUMENTATION

The City agrees to document structures planned for removal and demolition, principally the pilings, dock, gangway, bulkhead, and marine railway in both narrative, map, and photographic formats according to Level 2 recordation standards of the WADAHP. Photographs and recordation of features shall be captured prior to removal; and one copy each of final documentation products provided to the Corps and WADAHP no later than 30 September 2008.

II. DECONSTRUCTION

Prior to removal, the City shall identify the deconstruction methodology to be implemented, as well as procedures to salvage historic material to be used in reconstruction, and shall submit a deconstruction plan to WADAHP for a 30-day review and comment period.

III. DURATION

This agreement is in effect for three years from the date of signature by all signatory parties.

IV. DISCOVERIES

If unanticipated historic properties are discovered during the course of the project, the Corps shall immediately notify the WADAHP, and tribal cultural authorities for the Puyallup, Nisqually, and Suquamish tribes. Unanticipated Discoveries are addressed in the monitoring plan attached herein as Appendix A.

V. DISTRIBUTION OF MITIGATION DOCUMENTS

The city shall provide one hard copy and a one CD copy of all mitigation documents to all signatory parties, including one hard copy and one CD copy to the Pierce County Historic Preservation program.

VI. DISPUTE RESOLUTION

Should any party to this agreement object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the Corps shall consult with the objecting party(ies) to resolve the objection. If the Corps determines, within 30 days, that such objection(s) cannot be resolved, the Corps will;

A. Forward all documentation relevant to the dispute to the Council in accordance with 36 CFR Section 800.2(b)(2). Upon receipt of adequate documentation, the Council shall review and advise the Corps on the resolution of the objection within 30 days. Any comment provided by the Council, and all comments from the parties to the MOA, will be taken into account by the Corps in reaching a final decision regarding the dispute.

B. If the Council does not provide comments regarding the dispute within 30 days after receipt of adequate documentation, the Corps may render a decision regarding the dispute. In reaching its decision, the Corps will take into account all comments regarding the dispute from the parties to the MOA.

C. The Corps' responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged. The Corps will notify all parties of its decision in writing before implementing that portion of the Undertaking subject to dispute under this stipulation. The Corps' decision will be final.

VII. AMENDMENTS AND NONCOMPLIANCE

If any signatory to this MOA determines that its terms will not or cannot be carried out or that the amendment to its terms must be made, that party shall immediately consult with the other parties to develop an amendment to this MOA pursuant to 36 CFR § 800.6(c)(7) and 800.6(c)(8). The amendment will be effective on the date a copy signed by all of the original signatories is filed with the

Council. If the signatories cannot agree to appropriate terms to amend the MOA, any signatory may terminate the agreement in accordance with Stipulation VI., below.

VIII. TERMINATION

If the MOA is not amended following the process set out in Stipulation VII., it may be terminated by any signatory or invited signatory. Within 30 days following termination, the Corps shall notify the signatories if it will initiate consultation to execute an MOA with the signatories under 36 CFR § 800.6(c)(1) or request the comments of the council under 36 CFR § 800.7(a) and proceed accordingly.

Execution of this Memorandum of Agreement by the Corps and WASHPO, the submission of documentation and filing of this Memorandum of Agreement with the Council pursuant to 36 CFR § 800.6(b)(1)(iv) prior to the Corps' approval of this undertaking, and implementation of its terms evidence that the Corps has taken into account the effects of this undertaking on historic properties and afforded the Council an opportunity to comment.

SIGNATORIES:

U.S. Army Corps of Engineers, Seattle District

_____ Date _____
Col. Michael McCormick, Commanding

State Historic Preservation Office

_____ Date _____
Allyson Brooks, Ph.D., State Historic Preservation Officer

INVITED SIGNATORY:

City of Gig Harbor

Charles L. Hunter _____ Date Feb 26, 08
The Honorable Chuck Hunter, Mayor

**APPENDIX A
PROTOCOL AND PROCEDURES FOR ARCHAEOLOGICAL MONITORING,
TREATMENT OF ARCHAEOLOGICAL RESOURCES AND INADVERTENT
DISCOVERY OF HUMAN REMAINS.**

Procedures for Archaeological Monitoring and the Treatment of Archaeological Resources

1. Archaeological monitoring a professional archaeologist who meets the Secretary of the Interior's qualifications (36 CFR Part 61) will take place during all ground disturbing activities which have the potential to penetrate native deposits within the Eddon Boat Yard permit area.
2. The City of Gig Harbor's construction contractor will brief the archeologist on any health and safety elements under which the archaeologist will perform the monitoring. The archaeologist will provide the proper personal protective equipment (e.g., hard hat, steel toed shoes, and safety glasses) as required for project health and safety.
3. The City will arrange for the archaeologist to brief the Construction Supervisor(s) about the procedures for the event of encountering archaeological deposits and human remains described herein.
4. The City will inform all construction contractor(s) about the archaeological monitoring procedures and protocols. The City will authorize the archaeologist to pause construction periodically as needed for a closer examination of exposed sediments and/or historic-period and pre-contact period artifacts.
5. The archaeologist will record the daily progress of the construction and monitoring work. At the completion of the monitoring, the Archaeologist will prepare a report on the methods and results of the work, illustrated with maps, drawings, and photographs as appropriate.
6. After monitoring has been completed, the final disposition of any artifacts or other cultural material collected will be determined by the City in consultation with the interested and involved parties.

Discovery Procedures for Recording of Incidental Features and Artifacts.

If incidental or demonstrably non-NRHP eligible cultural materials or features are discovered during construction, the Monitor will immediately halt work at that location and notify the on-site Construction Supervisor. Incidental or demonstrably non-NRHP eligible cultural materials or features include—but are not limited to—isolated pre-contact or historic period artifacts, and cultural materials younger than 50 years old. The discovery area and a surrounding buffer zone shall then be delineated with flags tied to long stakes that are driven in to the ground. These stakes shall not be removed. The Monitor will thoroughly document and sample the cultural material. The buffer zone established around the discovery zone shall be large enough to allow ground disturbance activities to resume outside the buffer.

Protocol for Inadvertent Discovery of Potentially NRHP Eligible Cultural Resources.

If potentially NRHP eligible cultural resources are discovered, the Monitor will immediately halt work at that location and notify the on-site Construction Supervisor. Potentially NRHP eligible cultural materials include; evidence of prehistoric or historic features including postholes/molds, hearths, pits, walls, foundations, and other evidence of structural remains; shell midden, non-human bone, lithic debitage, formed-stone –bone –shell –wood or –fiber implements, historic-period glass and ceramics. The discovery area and a surrounding buffer zone will then be delineated with flags tied to long stakes that are driven in to the ground. These stakes shall not be removed. The buffer zone established around the discovery zone shall be large enough to allow ground disturbing activities to resume outside the buffer. The Monitor will then coordinate with the on-site Construction Supervisor to determine whether further impacts to the NRHP eligible cultural resources can be avoided in which case the Monitor will thoroughly document and sample the disturbed cultural material. If further impacts to the NRHP eligible cultural resources cannot be avoided, the Monitor shall contact the Corps Archaeologist. The Corps will then immediately notify affected Tribes and the DAHP. The Corps, in consultation with the DAHP and affected Tribes, will determine the next course of action.

Protocol for Inadvertent Discovery of Human Remains.

Any time that a bone, which may or may not be human, or any funerary object is discovered, construction activity will cease immediately to allow the Monitor to conduct a preliminary analysis to determine if the remains are human. Funerary objects can include, but are not limited to, items made of copper; shell and ground-stone beads; ground-stone, carved-bone, and shell adornments; and carved/ground objects representing people or animals. Upon such a discovery, no additional excavation or stockpiling of materials will occur and the area of discovery and a surrounding buffer zone shall then be delineated with flags tied to long stakes driven into the ground. These stakes shall not be removed. The buffer zone established around the discovery area shall be large enough to allow ground disturbing activities outside of the buffer. If the Monitor is not present at the time of the discovery the on-site Construction Supervisor will first insure that the discovery area and a sufficient buffer zone is flagged-off and secured from further disturbance, and then will contact the Monitor. The Monitor shall proceed with the following steps:

1. If the material is determined to be human or possibly human, the Monitor will immediately notify the on-site Construction supervisor, the Pierce County Sheriff and Medical Examiner, the Corps Archaeologist. The Corps will then immediately notify the affected Tribes and the DAHP.
2. If the Medical Examiner determines the remains are not Native American, or they represent a recent crime scene, the remains may be turned over to the Medical Examiner. If the remains are determined to be Native American, the Corps, in consultation with the DAHP and affected Tribes, will determine the next course of action.
3. Exposed Native American human remains and any associated or non-associated funerary objects will be treated with dignity and respect. Prior to ultimate disposition, these remains and/or funerary objects will be temporarily re-buried or protected in other ways in accordance with the wishes of the affected Tribes. No additional excavation of these remains and/or funerary objects shall take place without Corps, and no exposed remains or funerary objects shall be left unattended in the field unless otherwise directed by the Corps.

4. Ground disturbance activities within the discovery area and the buffer shall not resume until, the Corps, in consultation with the DAHP and affected Tribes (and the Medical Examiner if applicable), has determined proper disposition of the remains and has given permission, in writing, to proceed.

5. The Monitor will prepare a professional report that describes the discovery, notification of concerned parties, steps taken in response to the discovery, and the final disposition of remains. The report shall be submitted to the Corps within 13 months of permit issuance.

Contacts

Corps Archaeologist

Elizabeth A. Ellis

Environmental Resources Section, Staff Archaeologist

Phone 206-764-3634

Alternate phone (206) 764-3576

Department of Archaeology and Historic Preservation

Dr. Robert Whitlam

State Archaeologist

Phone (360) 586-3080

The Puyallup Tribe of Indians

Judy Wright

Cultural Resources Manager

Phone (253) 573-7897

The Suquamish Tribe

Dennis Lewarch

Tribal Historic Preservation Officer

Phone (360) 394-8529

Pierce County Sheriff

(253) 798-4721 (#1)

Pierce County Medical Examiner

(253) 798-6494



Subject: Washington State Heritage Grant Agreement #CPF 09-09 for The Eddon Boatyard Restoration Project

Proposed Council Action: Authorize the Grant Agreement between Washington State Historical Society (WSHS) and the City of Gig Harbor for the Eddon Boatyard Restoration Project

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton Historic Preservation Coordinator

For Agenda of: March 10, 2008

Exhibits: State Grant Contract

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Handwritten initials and dates: CLH 2/29/08, FOK 2/29/08, CAM 2/28/08, WP 2/29/08

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and values: \$ 980,000, \$980,000, \$ -0-

INFORMATION / BACKGROUND

Eddon Boat Park was acquired through the 2005 Voted General Obligation (UTGO) Bond. As part of the acquisition, the historic boat building was identified for preservation and restoration so that its traditional and culturally significant use, boat building, could also be preserved for the community. In 2006, the State approved the City's \$1 million grant request to restore the boat building for public access.

FISCAL CONSIDERATION

This is a reimbursement grant that is already matched through the 2005 UTGO Bond. Two percent (\$20,000) goes to WSHS leaving \$980,000 to fund the restoration project.

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION / MOTION

Move to: Authorize the grant contract with WSHS to complete the Eddon Boat Restoration Project. (Begin date April 2008 - Completion 2009)

Headquarters
1911 Pacific Avenue
Tacoma WA 98402
T 253 272 3500
F 253 272 9518
washingtonhistory.org

January 31, 2008

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

Dear Lita Dawn:

Enclosed are the contract and related materials for your Washington State Heritage Capital Projects Fund grant #CPF 09-09 for the Eddon Boatyard Restoration Project.

I would recommend you review and retain the "Contract Guidelines," which are based on the language in the original application form.


Please comply with the following instructions:

- **Submission of materials:** Enclosed are ^{DNC}two copies of your contract plus attachments. The contract should be reviewed, approved, and signed by an authorized person and returned to me at 1911 Pacific Avenue, Tacoma, WA 98402 within thirty days. **Remember to sign the contract and attachments A, B, C, D, and G.** A copy of the fully executed (signed) contract will be sent back to you.
- **Extra Copies of Attachments E and F:** These need to be retained by you. They should be completed and sent with requests for reimbursement. At the time of each reimbursement request, you will need to show (on form F) that the two to one match requirement has been met. Note that F has two pages. These forms are also available in an electronic format.
- **Audit:** At this time, copies of all receipts and time logs are not required for reimbursement, however, grant recipients are subject to inspections of records related to the grant and even audits by the state.
- **Recognition:** Signs, plaques, and promotional materials must include recognition of the "Washington State Heritage Capital Projects Fund". In cases where recognition plaques are small, "State of Washington" may be used.

- **Invitation:** The Washington State Historical Society requests invitations to events. Your area legislators should be invited as well. They appropriated the funds for your project. Your cooperation in providing invitations at least four weeks in advance is greatly appreciated.
- **Mailing List:** Please add me to your membership mailing list to receive your newsletter.

If you have further questions, please contact me at 253-377-6278 or garrys@wshs.wa.gov. I look forward to working with you to successfully complete your project. Thank you for your contributions to preserving and interpreting the heritage of Washington State.

Sincerely,



Garry Schalliol, Director
Outreach Services Division
Washington State Historical Society
1911 Pacific Avenue
Tacoma, WA 98402

FINANCIAL STATUS & CERTIFICATION OF MATCH Consent Agenda - 7

[1] Total Project Expenditures & HCPF Reimbursements to Date				
Budget Item	Total A, B, and C	A. State HCPF Reimbursements	B. Cash Match in the Project	C. In-Kind Match in the Project
TOTAL				

[2] New Expenditures & Match Certified for Reimbursement				
Budget Item	Total A, B, and C	A. Cash to be Reimbursed with HCPF Funds	B. Cash Match in the Project	C. In-Kind Match in the Project
TOTAL				

Grand Total to Date [1] + [2]				
--------------------------------------	--	--	--	--

INSTRUCTIONS: Page 1: Describe accomplishments to date and explain problems, if any, the project faces. Page 2: In top table give total expenditures from all prior Attachment F submissions. In the lower table, provide an accounting of new cash and in-kind in the project. Both tables must demonstrate the required match. Signature below is required.

CERTIFICATION (by authorized official): I certify that this report (attachment F) is prepared in an accurate manner and is consistent with our contract with the Washington State Historical Society.

Signature _____ Date _____

HERITAGE CAPITAL PROJECT FUND
STATUS REPORT – 2007-9

Project Name

Contract #

CPF

Project Manager

Date

Description of Project Status

Reporting period (month/year): from _____ to _____

Estimated percentage of project completed: _____%

Description of Unresolved Issues

If date of completion differs from the signed contract, please indicate why and what the new estimated date of completion will be: _____. If the total project cost is anticipated to be different from the signed contract, please indicate why and what the new estimated total project cost will be.

WASHINGTON STATE HISTORICAL SOCIETY
HERITAGE CAPITAL PROJECTS FUND
CONTRACT GUIDELINES
2007 - 2009 Biennium

Purpose

The purpose of these "Guidelines" is to clarify legislative and administrative requirements governing the Heritage Capital Project Fund (HCPF) appropriations. They are intended to serve as guidelines only. Separately negotiated contracts constitute the formal relationship between the Washington State Historical Society (WSHS) and Grantees. The guidelines are based on state law and the policies of the Office of Financial Management, State Treasurer, Office of the Attorney General, and WSHS as well as federal arbitration regulations.

Contract, Cost Share, and Reimbursements

1. To receive funds, each recipient of state capital funds (Grantee) is required to have an authorized individual execute (sign) a written contract drafted by WSHS and approved as to form by the Office of the Attorney General.
2. WSHS will not sign (execute) the contract until it has received an allotment of the Grantee's funds from the Office of Financial Management, typically in August or September.
3. Prior to entering into a contract with WSHS, the Grantee must demonstrate the financial and administrative ability to complete the project to WSHS's satisfaction.
4. Projects must have at least half of the cost share (at least half of which must be cash match) in the project or in hand at the time the application is submitted; an additional quarter of the cost share (at least half of which must be cash match) by January 1, 2008 or at the signing of an HCPF contract with the state, whichever comes first; and all cost share by July 1, 2008.
5. In-kind contributions that make up a part of the cost share will need to be on hand (such as materials received) or already into the project (such as volunteer contributed and documented time).
6. Cost share can include cash match and in-kind contributions from up to six years prior to the beginning of the biennium on July 1, 2007 (that is, back to June 30, 2001), so long as it is for the project and documented.
7. Grantees doing projects with National Register of Historic Places listed or eligible properties or objects are required to comply with the *Secretary of Interior's Standards for Rehabilitation*. In such cases, the Washington State Office of Archaeology and Historic Preservation (360/586-3077) needs to be consulted promptly to review preliminary project designs and plans.
8. Grantees may have begun work on the Capital Project Fund project prior to executing a contract with WSHS. Such work would be done at their risk.
9. The agency cannot reimburse project expenses incurred prior to the date an appropriation is signed into law by the governor (May 18, 2007).
10. Grantees are responsible for maintaining clear and accurate project records, and making those records accessible to WSHS and the State Auditor.

11. Capital Project Funds are available on a reimbursement basis only and cannot be "advanced" to Grantees.
12. Reimbursement can be for costs incurred and paid or costs incurred, invoiced, and payable within thirty days.
13. As the contract indicates, at the time of each reimbursement request the grantee must demonstrate two dollars of cost share for each dollar of cash expenditure, for which reimbursement is being sought.
14. No more than half the cost share can be in the form of in-kind contributions. State funds and related match may be used in a project but not should not be included as cost share.
15. The expenditure of state funds shall not exceed the intended state share of total project costs at any time and shall be consistent with the section 6022 of the ESHB 1092. This only affects projects with a total project cost that includes match over the required 2:1 match.
16. Requests for payment must be submitted on a State Invoice Voucher/Form A-19 (Attachment E). The voucher must be signed by an individual authorized by the Grantee to bind it.
17. A Capital Project Status Report (Attachment F) must be submitted with each billing.
18. Grantees who have not demonstrated significant progress (for example, completed their fundraising and entered into major contracts) as of July 1, 2008, may have their funding rescinded. They are not precluded from applying for the same project in a later funding cycle.
19. WSHS retains two percent of the amount appropriated for each grantee for program administration costs.

State Cash, Cash Match, and In-kind Contributions

Capital Projects Fund grants may be used for the following types of projects and HCPF grant monies may be used to reimburse expenditures in these areas:

- Construction, including such items as materials, labor, permits, legal services, HVAC, utility hook-ups, and lighting;
- Purchase, restoration, and/or preservation of fixed assets, including historic buildings and structures, historic ships, locomotives, airplanes, and other transportation conveyances;
- Acquisition of unimproved property for the purpose of construction of a new facility that has a heritage mission;
- Acquisition, protection, stabilization, and/or development of historic or archaeological sites that are culturally or historically significant;
- Improvement of interior spaces for exhibitions, programs, and/or preservation activities;
- Construction-related design, architectural, and engineering expenses;
- Purchase of equipment directly related to and necessary to accomplish the project; and
- Bridge loans or financing, but only if the loan is obtained after the application is approved for funding through the Governor's signature of the biennial capital budget.

The following have also been determined to be eligible for reimbursement or for use as cash match:

- Capitalized furnishings, servers, and collections storage equipment;
- Landscaping;
- Permanent exhibits part of a building construction or rehabilitation project;

- Project staff and consultants doing work directly on the project and not doing fund raising or project publicity and promotion;
- Art that is capital in nature and integral to the project and
- Travel directly related to the project.

The following cost may be used as cash match:

- Real property if it was obtained specifically for the project after July 1, 2001, and fair market value is established by a certified appraisal or recent purchase documents.

The following costs may only be used as in-kind contributions:

- Donated and documented labor or materials (with general volunteer work at \$10 an hour and skilled service at local prevailing wage);
- Pre-design; and
- Value of a lease for the actual period of the grant contract.

The following costs may not be used for any HCPF project budget:

- General facility maintenance, repairs, supplies, salaries, or programs;
- Leasing of equipment or automotive vehicles;
- Museum collection work including management, computerization, or conservation;
- Indirect costs for administrative functions (such as a fiscal department's processing of payroll or invoices) or any indirect cost rate;
- Volunteer hours for board or committee meetings;
- Hosting;
- Lobbying;
- Reduction of debts;
- Earnest money, until becomes part of completed property purchase;
- Out-of-state travel, unless approved by WSHS; and
- Pre-payments for items or services not received by June 30, 2009.

STATE OF WASHINGTON
 WASHINGTON STATE HISTORICAL SOCIETY

CAPITAL CONTRACT # CPF 09-09
 GRANTEE: City of Gig Harbor

A. PARTIES TO THE CONTRACT

This state funded contract for Heritage Capital Projects (Contract) is entered between the City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335 (GRANTEE) and the Washington State Historical Society 211 West 21st Ave, Olympia WA 98501 (AGENCY) and shall be binding upon the agents and all persons acting by or through the parties.

B. PURPOSE OF CONTRACT

This Contract sets out the terms and conditions by which a grant is made for a Heritage Capital Project during the 2007 - 2009 biennium from funds appropriated by the Washington State Legislature in ESHB 1092, which was incorporated into the Capital Budget signed into law by the governor on May 18, 2007. RCW 27.34.330 provides statutory authorization for the funding program. The funding is administered under WAC 225-02 by the heritage resource center, which is an outreach program of the Washington State Historical Society.

C. DESCRIPTION OF HERITAGE CAPITAL PROJECT

Funds awarded under this Contract shall be used by the GRANTEE solely for Eddon Boatyard Restoration Project as described in ATTACHMENT C: SCOPE OF WORK.

D. AMOUNT OF GRANT

The total funds awarded to the GRANTEE hereunder shall be a sum up to, but not to exceed nine hundred eighty thousand dollars (\$980,000.00) . The AGENCY has retained two percent (2.0%) of the Appropriation as reimbursement for costs directly associated with managing the completion of this contract.

E. COST SHARE

- a) GRANTEE agrees that the amount of state funding shall not exceed one-third (1/3) of the total project costs. The remaining two-thirds (2/3) of total project costs shall be the GRANTEE's cost share. GRANTEE may agree to a cost share greater than two-thirds of total project costs.
- b) At least one-half of GRANTEE's cost share of total project costs shall be cash match. The other half may be cash match and in-kind contributions.
- c) By signing this agreement, GRANTEE warrants that, at the time of this contract's effective date, ATTACHMENT A (Statement of Cost Share) accurately represents the cash match and in-kind contributions either pledged to or held by the GRANTEE or expended on this project.
- d) Project expenditures incurred prior to the date the Capital Budget is signed into law by the governor shall not be reimbursed. Project expenditures incurred after the Capital Budget is signed into law and prior to the effective date of this contract shall be reimbursed only if they

are consistent with the terms and conditions of this contract; and the GRANTEE observes the billing procedures described in the General Provisions.

F. CONTRACT PERIOD

- a) The effective date of this contract shall be the date of the last signature of the contracting parties.
- b) The termination date shall be thirteen (13) years following GRANTEE occupancy of the completed facilities.

G. CAPITAL IMPROVEMENTS TO BE HELD BY GRANTEE

- a) Capital improvements funded by this grant of state money are to be used for the express purpose of this grant. As required by R.C.W. 27.34.330, capital improvements funded by this grant are to be held by the GRANTEE for at least thirteen (13) years and the facilities must be used for the express purpose of the grant and if mobile, used primarily in Washington State.
- b) This provision shall not be construed to prohibit the GRANTEE from selling any property described in this section, provided, that any such sale shall be subject to prior review and approval by the AGENCY, and that all proceeds from such sale shall be applied to the purchase price of a different facility of equal or greater value than the original facility and that any such new facility shall be used for the purposes stated elsewhere in this contract. Provided, however, that no funds appropriated for the Heritage Capital Projects fund shall be used for capital improvements not designated in a grant authorization from the AGENCY.
- c) If the GRANTEE is found to be out of compliance with this provision, the GRANTEE shall repay funds to the state general fund the principal amount of the grant plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the date of authorization of the grant.

H. REAPPROPRIATION

- a) The parties hereto agree and understand that any state funds not expended by end of the biennium, June 30, 2009, will lapse on that date unless reappropriated by the Washington State Legislature. If funds are so reappropriated, the AGENCY'S obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.
- b) The AGENCY reserves the right to assign a share of any such reappropriation as reimbursement for costs directly associated with managing the completion of this contract.

I. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties to this Contract are subject to this Contract and its attachments including the following, which by this reference, are made a part of this Contract:

- GENERAL PROVISIONS
- ATTACHMENT A (Statement of Cost Share)
- ATTACHMENT B (Project Budget)
- ATTACHMENT C (Scope of Work)
- ATTACHMENT D (Leadership in Energy and Environmental Design)

ATTACHMENT E (State Voucher A-19)
ATTACHMENT F (Heritage Capital Project Fund Status Report/
Financial Status and Certification of Match)
ATTACHMENT G (Secretary of the Interior's Standards for Rehabilitation)
ATTACHMENT H (Grantee's Application)

J. ENTIRE CONTRACT

This Contract including the General Provisions and all attachments contain all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract and attachments shall be deemed to exist or to bind any of the parties.

K. MODIFICATIONS TO GENERAL PROVISIONS

none

L. CONTRACT REPRESENTATIVES

The GRANTEE'S representative shall be the contact person for all communications and billings regarding the performance of this Contract. The GRANTEE's representative shall be:

Lita Dawn Stanton, City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335. 253-851-6170 or stantonl@cityofgigharbor.net .

The AGENCY's representative shall be the contact person for all communications and billings regarding the performance of this Contract. The AGENCY's representative shall be:

Garry Schalliol, Outreach Services Director, Washington State Historical Society, 1911 Pacific Avenue, Tacoma, WA 98402. 253-798-5879 or garrys@wshs.wa.gov .

M. SIGNATURES

Garry Schalliol, Director
Outreach Services Division
Washington State Historical Society

Authorizing Official
City of Gig Harbor

Title

Federal Tax ID # _____

Date: _____

Date: _____

PRE-APPROVED AS TO FORM BY THE STATE ASSISTANT ATTORNEY GENERAL,
SEPTEMBER 14, 2007.

GENERAL PROVISIONS

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1. HEADINGS

Headings used in this Contract are for reference purposes only and shall not be considered a substantive part of this Contract.

2. DEFINITIONS

AGENCY- the Washington State Historical Society.

Cash Match-- Money from the GRANTEE or sources other than the state. With AGENCY approval, the GRANTEE may substitute for cash on hand: (1) an irrevocable letter of credit, (2) evidence of a binding loan commitment from a financial institution, (3) written pledges or grant commitments from bona fide corporations or foundations and (4) commitments from cities or counties agencies evidenced by actual appropriation in city or county budget.

Cost Share— The two-thirds or more of total project costs incurred by the GRANTEE and not paid for from state funds. Includes cash match and in-kind contributions (if any).

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

Heritage capital project – The project for which the GRANTEE has been awarded a grant of funds and meeting the requirements of RCW 27.34.330 and WAC 255-02.

In-Kind Contributions – Grantee documented contributions to a project that are part of the cost share but not part of the cash match.

Real Property Value -- Fair market value of real property, when such property is acquired solely for the purpose of the project, as established and evidenced by a current fair market appraisal performed by a qualified, professional real estate appraiser; a current property tax statement; or evidence of the purchase price paid by the GRANTEE. With AGENCY approval, GRANTEE may use real property value as a cash match contribution if the real property was acquired solely for the purpose of this project.

Total Project Costs – the amount including the grant amount and the amount the Grantee provides as cost-share.

3. ORDER OF PRECEDENCE

The items listed below are incorporated by reference herein. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and Washington State statutes and regulations including applicable state executive orders.

2. Terms and conditions of this Contract
3. Modifications to the General Provisions
4. General Provisions
5. All attachments or material incorporated by reference.

4. CONTRACT MODIFICATIONS

This Contract may be modified by mutual agreement of the parties. Such modification shall not be binding unless in writing and signed by both parties prior to implementation of the modification. Any oral understanding or agreement not incorporated herein shall not be binding. Budget modification of not more than ten (10) percent of any line item and as described herein is excepted from this clause.

5. NO WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing signed by authorized representatives of the AGENCY and GRANTEE.

6. NONASSIGNABILITY

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the GRANTEE.

7. INDEPENDENT CAPACITY OF GRANTEE

The parties intend that an independent relationship will be created by this Contract. The GRANTEE and its employees or agents performing under this contract are not employees or agents of the AGENCY. The GRANTEE and its employees or agents will not hold themselves out as nor claim to be officers or employees of the AGENCY or of the State of Washington by reason of this contract and will not make any claim, demand, or application to or for any right or privilege which would accrue to such employee under law. Conduct and control of the work will be solely with the GRANTEE.

8. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The AGENCY makes no claim to any real property improved or constructed with funds awarded under this contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this contract. This provision does not extend to claims that the AGENCY may bring against the GRANTEE in recapturing funds expended in violation of this contract.

9. HOLD HARMLESS

To the extent permitted by law, the GRANTEE shall defend, protect and hold harmless the State of Washington and the AGENCY, its employees, agents, officers, and assigns from and against all claims, suits, or actions arising from the GRANTEE's acts which are libelous or slanderous, which result in injury to persons or property, which violate a right of confidentiality, or which constitute an infringement of any copyright, patent, trademark, or tradename through use or reproduction of material of any kind. GRANTEE shall be required to indemnify, defend, and hold harmless the State only to the extent claim is caused in whole or in part by negligent acts or omissions of Grantee.

10. ACKNOWLEDGEMENT

The GRANTEE shall announce in its publicity materials, on a posted sign, and on a permanent marker that the State of Washington is a source and the Washington State Historical Society the administrator of these funds unless such requirement is modified or waived in writing by the AGENCY.

11. CONFLICT OF INTEREST

The AGENCY may, by written notice to the GRANTEE, terminate this Contract if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any similar statute involving the GRANTEE in the procurement of, or performance under, this Contract.

12. PUBLIC DISCLOSURE/CONFIDENTIALITY

Records 56
 a) GRANTEE acknowledges that the AGENCY is subject to Chapter 42.17 RCW, the Public Disclosure Act and that this Contract shall be a public record as defined in RCW 42.17.250 through 42.17.340. Any specific information that is claimed by the GRANTEE to be confidential or proprietary must be clearly identified as such by the GRANTEE. To the extent consistent with Chapter 42.17 RCW, the Agency shall maintain the confidentiality of all such information⁵⁶ marked confidential or proprietary. If a request is made to view the GRANTEE's information, the Agency will notify the GRANTEE of the request and the date that such records will be released to the requester unless GRANTEE obtains a court order enjoining that disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, the AGENCY will release the request information on the date specified.

b) The GRANTEE shall not use or disclose any information concerning the AGENCY, or information which may be classified as confidential for any purpose not directly connect with the administration of this CONTRACT except (1) with prior written consent of the AGENCY, or (2) as may be required by law.

Chapter 42.56 RCW

13. COMPLIANCE WITH APPLICABLE LAW

- a) This GRANTEE will comply with, and AGENCY is not responsible for determining compliance with, all applicable and current federal, state, and local laws, regulations, and policies.
- b) In the event of the GRANTEE's noncompliance or refusal to comply with any applicable law or policy, the Contract may be rescinded, cancelled, or terminated in whole or in part, and the GRANTEE may be declared ineligible for further grant awards from the AGENCY.
- c) The GRANTEE further agrees to indemnify and hold harmless the AGENCY from all liability, damages and costs of any nature including but not limited to costs of suits and attorneys' fees assessed against Agency, as a result of the failure of the GRANTEE to so comply.

14. RECORDS AND REPORTS

The GRANTEE shall maintain books, records, documents and other evidence of accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The GRANTEE will retain all books, records, documents, and other materials relevant to this contract for six years after termination or expiration of the contract, and make them available for inspection by persons authorized under this provision. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

15. RIGHT OF ENTRY

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

16. EVALUATION AND MONITORING

- a) The GRANTEE shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the AGENCY that are pertinent to the intent of this contract, including periodic site inspections.

- b) The GRANTEE shall provide the AGENCY with photographs which depict the progress made on the project. Such photographs shall be submitted to the AGENCY at the inception of the project, at the project mid-point, and upon project completion.

17. HAZARDOUS SUBSTANCES

- a) Definition. "Hazardous substance, as defined in RCW 70.105D.020, means:
- 1) Any dangerous or extremely hazardous waste as defined in RCW 70.105.010(5) and (6), or any dangerous or extremely dangerous waste designated by rule pursuant to RCW 70.105;
 - 2) Any hazardous substance as defined in RCW 70.105.010(14) or any hazardous substance as defined by rule pursuant to RCW 70.105;
 - 3) Any substance that, on March 1, 1989, is a hazardous substance under section 101(14) of the federal cleanup law, 42 U.S.C. Sec. 9601(14);
 - 4) Petroleum or petroleum products; and
 - 5) Any substance or category of substances, including solid waste decomposition products, determined by the director or director's designee of the Department of Ecology by rule to present a threat to human health or the environment if released in the environment.
 - 6) The term hazardous substance does not include any of the following when contained in an underground storage tank form which there is not a release: Crude oil or any fraction thereof or petroleum, if the tank is in compliance with all applicable federal, state, and local law.
- b) The GRANTEE will defend, protect and hold harmless AGENCY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property covered by the project.

18. GOVERNOR'S EXECUTIVE ORDER 05-05

The GRANTEE shall comply with Governor's Executive Order 05-05. In the event that historical or cultural artifacts are discovered at the project site during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state historical preservation officer at the Washington State Department of Archaeology and Historic Preservation.

19. PREVAILING WAGE LAW

The project funded under this contract may be subject to state prevailing wage law (Chapter 39.12 RCW). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. The DEPARTMENT is not responsible for determining whether prevailing wage applies to this project or for any prevailing wage payments that

may be required by law.

20. NONDISCRIMINATION PROVISION

- a) During the performance of this contract, the GRANTEE shall abide by all applicable federal and state nondiscrimination laws and regulations, including, but not limited to Chapter 49.60 RCW (Washington's Law Against Discrimination) and 42 U.S.C. 12101 et. seq. (the Americans With Disabilities Act [ADA]).
- b) In the event of the GRANTEE'S noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled, or terminated in whole or in part, and the GRANTEE may be declared ineligible for further contracts with the DEPARTMENT. The GRANTEE shall, however, be given a reasonable time in which to remedy any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth in Section 23 of this contract.

21. REIMBURSEMENT

- a) Payments to the GRANTEE shall be made on a reimbursement basis only. Reimbursement shall be for either (1) costs incurred and paid or (2) costs incurred and payable within a minimum of thirty (30) days. No advance payments shall be made to the GRANTEE.
- b) Each request for reimbursement shall be on attached state voucher form and include a completed Project Status Report. The voucher must be certified by an official of the GRANTEE with authority to bind the GRANTEE.
- c) After receiving and approving the voucher and accompanying forms, the AGENCY shall promptly remit a warrant to the GRANTEE. The obligation of the AGENCY to pay any amount(s) under this Contract is expressly conditioned upon strict compliance with the terms of this Contract by the GRANTEE.
- d) The expenditure of state funds shall not exceed the intended state share of total project costs at any time and shall be consistent with the section 6022 of the ESHB 1092.
- e) The final request for reimbursement under this contract shall be submitted by the GRANTEE to the AGENCY with fifteen (15) days following the completion of work or other termination of this contract and be accompanied by a final narrative report.

22. BUDGET MODIFICATIONS

Notwithstanding any other provision of this contract, the GRANTEE may, at its discretion, make modifications not to exceed ten (10) percent of each line item in the Project Budget (Attachment B, hereto). The GRANTEE shall notify the AGENCY in writing prior to making any budget modification or combination of budget modifications that would exceed ten (10) percent of any budget line item. Budget modifications exceeding ten (10) percent of any line item constitutes a Contract Modification and must be approved by both parties in writing prior to implementation of the modification.

23. RECAPTURE OF FUNDS

In the event that the GRANTEE fails to expend state funds in accordance with state law and/or the provisions of this contract, the AGENCY reserves the right to recapture state funds in an amount equivalent to the extent of noncompliance. Repayment by the GRANTEE of state funds under this recapture provision shall occur within thirty (30) days of demand. In the event that the AGENCY is required to institute proceedings to enforce this recapture provision, the AGENCY shall be entitled to its cost thereof, including reasonable attorneys' fees.

24. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the contract period, may terminate the Contract under the Termination for Convenience clause without advance notice, subject to renegotiation at the AGENCY's discretion, under those new funding limitations and conditions.

25. DISPUTE RESOLUTION

- a) The parties shall make every effort to resolve disputes arising out of or relating to this contract through negotiation.
- b) Except as otherwise provide in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing according to the process set out in this section. Either party's request for dispute hearing must be in writing and clearly state:
 1. The disputed issue(s);
 2. The relative positions of the parties;
 3. The GRANTEE's name, address and project title.
- c) In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three

persons consisting of one person selected by the GRANTEE, one person selected by the AGENCY, and a third person chosen by the two persons initially appointed.

- d) Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based upon written material if the parties so agree. The disputes panel shall be governed by the provisions of this Contract in deciding the disputes.
- e) The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.
- f) Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party that it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.
- g) All cost associated with implementation of this process shall be shared equally by the parties.

26. TERMINATION OR SUSPENSION FOR CAUSE

- a) In the event the Agency determines the GRANTEE has failed to comply with the conditions of this contract in a timely manner, the AGENCY has the right to suspend or terminate the Contract. Before suspending or terminating the Contract, the AGENCY shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 days of receiving notice, the Contract may be terminated or suspended.
- b) In the event of termination or suspension for cause, the AGENCY may require the GRANTEE to repay any portion of the state funds paid to the GRANTEE prior to termination.
- c) The AGENCY may enforce this Contract by the remedy of specific performance, which usually will mean completion of the project as described in this Contract. However, the remedy of specific performance shall not be the sole or exclusive remedy available to the AGENCY. No remedy available to the AGENCY shall be deemed exclusive. The AGENCY may elect to exercise any, any combination, or all of the remedies available to it under this Contract, or under any provision of law, common law, or equity.

27. TERMINATION FOR CONVENIENCE

- a) Notwithstanding any provisions of this contract, either party may terminate this contract by providing the other party with written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.
- b) In the event this contract is terminated, the GRANTEE shall be reimbursed for eligible expenses incurred prior to the effective date of such termination and not otherwise paid for by the AGENCY, as the AGENCY reasonably determines.

28. GOVERNING LAW AND VENUE

This contract shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this contract shall be the Superior Court of Thurston County, Washington. The GRANTEE, by execution of this Contract acknowledges the jurisdiction of the courts of the State of Washington.

29. SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of the Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.

CPF 09-09
ATTACHMENT A
STATEMENT OF COST SHARE

	Cash	In-kind
Property Acquisition	\$2,101,866	

CERTIFICATION

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this contract and identified above have been reviewed and approved by the GRANTEE's governing body and has either been expended for eligible project expenses, as outlined in the grant application, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this project as described elsewhere in this contract, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the project, and shall make such records available for the AGENCY'S review upon reasonable request.

GRANTEE

TITLE

DATE

**CPF 09-09
ATTACHMENT B
PROJECT BUDGET**

	HCPF Funds	Cash Match	In-kind
Real Property Acquisition		\$2,101,866	
Architectural/Engineering	\$ 144,555	\$ 131,458	
Construction	\$ 835,445		
Total	\$ 980,000	\$2,233,324	

CERTIFICATION

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE'S governing body as of the date and year written below, and that the total cost share required for the project shall be in hand by July 1, 2008.

GRANTEE

TITLE

DATE

**CPF 09-09
ATTACHMENT C
SCOPE OF WORK**

Overview

The GRANTEE will rehabilitate the Eddon Boatyard Building property, which project will be complete by June 30, 2009. Operation of the facility for educational purposes will be by means of a lease with the Gig Harbor Boatshop, a non-profit organization.

Real Property Acquisition.

The project includes acquisition of the .58 acre property by the GRANTEE.

Architecture/Engineering

The GRANTEE will obtain architectural and engineering services to do necessary design, permitting, and construction-related oversight.

Construction

Construction will include installation of a sprinkler system, electrical upgrades, improvement of drainage, exterior siding and trim rehabilitation and painting, reroofing and guttering, store renovation, exit stair improvements, loft improvements, HVAC, installation of a security system, rainwater collection and storage, chimney bracing, foundation repairs, and toilet improvements.

CERTIFICATION

The GRANTEE, by its signature, certifies that the declaration set forth above has been review and approved by the GRANTEE'S governing body as of the date and year written below.

GRANTEE

TITLE

DATE

Basically, the narrative should provide an overall description of the project along the lines of the original application. It should also support the major budget lines in Attachment B and provide a projected date of completion in the overview section.

**CPF 09-09
ATTACHMENT D
LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED)**

CERTIFICATION

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the project funded by this contract. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to the AGENCY.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE'S governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

TITLE

DATE

**HERITAGE CAPITAL PROJECT FUND
STATUS REPORT – 2007-9**

Project Name	Contract #
	CPF
Project Manager	Date

Description of Project Status

Reporting period (month/year): from _____ to _____

Estimated percentage of project completed: _____ %

Description of Unresolved Issues

If date of completion differs from the signed contract, please indicate why and what the new estimated date of completion will be: _____. If the total project cost is anticipated to be different from the signed contract, please indicate why and what the new estimated total project cost will be.

FINANCIAL STATUS & CERTIFICATION OF MATCH Consent Agenda - 7

[1] Total Project Expenditures & HCPF Reimbursements to Date				
Budget Item	Total A, B, and C	A. State HCPF Reimbursements	B. Cash Match in the Project	C. In-Kind Match in the Project
TOTAL				

[2] New Expenditures & Match Certified for Reimbursement				
Budget Item	Total A, B, and C	A. Cash to be Reimbursed with HCPF Funds	B. Cash Match in the Project	C. In-Kind Match in the Project
TOTAL				

Grand Total to Date [1] + [2]				
--------------------------------------	--	--	--	--

INSTRUCTIONS: Page 1: Describe accomplishments to date and explain problems, if any, the project faces. Page 2: In top table give total expenditures from all prior Attachment F submissions. In the lower table, provide an accounting of new cash and in-kind in the project. Both tables must demonstrate the required match. Signature below is required.

CERTIFICATION (by authorized official): I certify that this report (attachment F) is prepared in an accurate manner and is consistent with our contract with the Washington State Historical Society.

Signature _____

Date _____

ATTACHMENT G
SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

CERTIFICATION

The GRANTEE, by its signature, certifies that it will do a project that conforms to the *Secretary of the Interior's Standards for Rehabilitation* (36 CFR Part 67), revised 1990, and shall consult with the Washington State Department of Archaeology and Historical Preservation (DAHP) and the AGENCY in regard to the application of the *Standards*.

The GRANTEE agrees to maintain records in a manner that will provide an audit trail to all expenditures reported to AGENCY. The GRANTEE agrees to keep these records for at least four years following the ending date of the grant. With reasonable notice, GRANTEE agrees to make available for inspection by the DAHP or its representative, records of all expenditures related to this grant.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE'S governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

TITLE

DATE



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

Subject: Purchase and Sale Agreement between the City of Gig Harbor and the Gig Harbor Peninsula Historical Society

Proposed Council Action: Authorize the Mayor on behalf of Council to execute a Purchase and Sale Agreement between the City of Gig Harbor and the Gig Harbor Peninsula Historical Society for the triangle portion of the parcel at Donkey Creek Park.

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton
Special Projects

For Agenda of: March 10, 2008

Exhibits: P&S Agreement
Phase II Report
Loan Guarantee

Initial & Date

Concurred by Mayor:

Approved by City Administrator: RJK 3/4/08

Approved as to form by City Atty: CAM 3/4/08

Approved by Finance Director: QR 3/4/08

Approved by Department Head: _____

Expenditure		Amount		Appropriation	
Required	\$80,000	Budgeted	\$80,000	Required	-0-

INFORMATION / BACKGROUND

In November of 2006, an Agreement between the City and the Gig Harbor Peninsula Historical Society (GHPHS) was signed for the purpose of developing a final Purchase and Sale Agreement for the triangle portion of the Museum's parcel at Donkey Creek (in 2008) and a Conservation Easement over Harbor Museum property (in 2009). The agreement (Section 4.3.4) requires that GHPHS provide a loan guarantee (attached), a Purchase and Sale Agreement (attached) and a Phase I and II Report (attached) which was completed on the subject site and did not identify any environmental concerns. This fulfills objective #20 in the Parks Development Section of the 2008 Budget.

FISCAL CONSIDERATION

none

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION / MOTION

Move to: Authorize the Mayor on behalf of Council to execute the Purchase and Sale Agreement between the City of Gig Harbor and the Gig Harbor Peninsula Historical Society.

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT hereinafter the "Agreement"), is entered into this 4th day of March, 2008, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "Purchaser" or "City") and **GIG HARBOR PENINSULA HISTORICAL SOCIETY**, a nonprofit corporation organized under the laws of the State of Washington located at 4218 Harborview Drive, Gig Harbor, Washington, (hereinafter the "Seller");

WHEREAS, Seller is the owner of that certain real property located at 4219 North Harborview Drive, 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 Eighty Thousand Dollars and No Cents (\$80,000.00), which shall be due at Closing. The Purchaser shall not be required to pay any 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 April 1, 2008, in the office of the Escrow Agent. The Agent shall be mutually agreed upon by the parties. 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 American Title Company, 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 maybe 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) after the City Council's receipt and approval of the Hazardous Substances report, the City Council's discretionary decision to proceed with the sale for the Purchase Price set forth in Section 1 herein; (d) completion by Seller of all deliveries required of Seller prior to the Property Closing; (e) that there has been no breach by Seller of any of the warranties and/or covenants of this Agreement; and (f) a review of the solvency of Seller under paragraph 8.2.3.

6.2 Once the 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 (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. 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 American 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 March 7, 2008. Purchaser shall have eight (8) 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 eight (8) 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: Gig Harbor Peninsula Historical Society
4218 Harborview Drive
Gig Harbor, WA 98335

Attn: Jennifer Kilmer, Director

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:  _____
Its Secretary of GHPHS

By: _____
Its _____

ATTEST:

City Clerk, Molly Towslee

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 John Holmaas 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 the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3-4-08



Susan M. Rand

Susan M. Rand

(print or type name)

NOTARY PUBLIC in and for the State of Washington, residing at: Big Harbor
My Commission expires: 1-15-10

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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 the _____ 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: _____

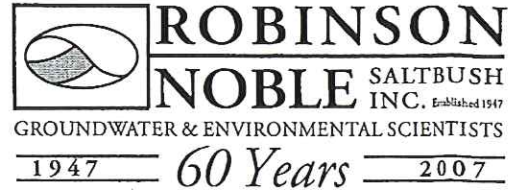
STATE OF WASHINGTON)
) ss.

COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ 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: _____



February 21, 2008

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

RE: Limited Arsenic, Lead, and Petroleum Contamination Investigation of
Donkey Creek Park
4219 Harborview Drive, Gig Harbor, Washington

Dear Ms. Stanton,

This letter report presents the completion of the limited soil investigation for the property located at 4219 Harborview Drive, Gig Harbor, Washington. Figure 1 shows the location of the triangular-shaped property, which is a portion of Donkey Creek Park. This investigation was completed to further evaluate concerns identified in a Phase I Environmental Site Assessment (ESA) completed by Robinson, Noble & Saltbush in January 2008. The Phase I ESA identified several concerns:

- The site lies in the area mapped by the Tacoma-Pierce County Health Department as being in the area of the Asarco Ruston/Tacoma Smelter Plume. Properties located within this area are considered to be potentially impacted by arsenic and lead due to the deposition of airborne fallout from historic smelting operations. Therefore concentrations of arsenic and lead could be found in the surface soils at levels exceeding Model Toxics Control Act (MTCA) Method A Cleanup limits for restricted land uses.
- A Phase I Environmental Assessment of 8714 North Harborview Drive completed in 1999 by Nowicki & Associates indicated the presence of petroleum contamination near the subject property. 8714 North Harborview Drive is the adjacent property to the subject and comprises the majority of Donkey Creek Park. One of the former buildings that occupied 8714 North Harborview Drive was observed to have petroleum staining on the floor, as well as on the surrounding soils. This contamination has the potential to impact Donkey Creek Park and/or the subject site, as there is no current evidence that any remedial action was taken to rectify the situation. The building was demolished, but the contractor in charge of the demolition indicated that the contaminated soils were not analyzed or removed during site activities.

The subject property is currently used for recreational purposes as a portion of Donkey Creek Park, indicating a high likelihood of direct contact with these soils by human activities. In order to address concerns that the soils of the park may be contaminated with arsenic, lead, and/or petroleum contaminants, several locations within Donkey Creek Park were sampled. Samples were analyzed for arsenic, lead, and diesel-range hydrocarbons.

Limited Arsenic and Lead Investigation

In order to assess the possible presence of arsenic and/or lead, three soil samples were collected from 0-6 inches and three from 12-18 inches below ground surface in relatively undisturbed areas of the site. Samples were collected with a stainless-steel auger and stainless-steel spoon. Sampling equipment was cleaned between each sample location and each spoon was used only for one sample. Samples were then placed into laboratory-supplied, manufacturer-cleaned 4 oz. Glass jars with Teflon®-lined plastic lids then placed into a cooler for transportation to the laboratory. Figure 2 shows the sample locations within Donkey Creek Park.

Limited Petroleum Contamination Investigation

The area within the reported petroleum contamination is now covered with a minor amount of fill and grass. Two sample locations were chosen in the general vicinity of the reported contamination and sampled. A sandy fill material was encountered from surface to approximately six inches. Hand auguring methods were abandoned after six inches due to refusal, and a shovel-and-pick method was employed. From 6 to 10 inches, small angular sand and gravel was encountered. Beyond 10 inches, large cobbles were encountered and further exploration of the underlying soil was deemed not possible via hand methods.

Two samples were collected from two locations to determine if petroleum contaminated soils reside on the subject property. No visible degradation of the underlying soils was observed; therefore the interface between sandy fill and the angular gravel was sampled. Figure 2 shows the sample locations within Donkey Creek Park.

Results

Six samples were submitted to an accredited laboratory for analysis of arsenic and lead utilizing EPA Test Method 7000 Series. Test results indicated concentrations well below MTCA Method A cleanup levels for lead. The collected samples did not contain levels of arsenic above laboratory detection limits. Table 1 summarizes the test results for arsenic and lead concentrations.

Table 1: Arsenic and Lead Test Results by EPA Method 7000 Series (results in mg/kg)

Sample ID	Sample Depth	Arsenic	Lead
DC-HA-01-A	0-6 inches	<5.0	<5.0
DC-HA-01-B	12-18 inches	<5.0	24
DC-HA-02-A	0-6 inches	<5.0	25
DC-HA-02-B	12-18 inches	<5.0	21
DC-HA-03-A	0-6 inches	<5.0	<5.0
DC-HA-03-B	12-18 inches	<5.0	<5.0
MTCA Method A Cleanup Limit		20	250
Laboratory Detection Limit		5	5

Two samples were submitted to an accredited laboratory for analysis of diesel and oil, utilizing Department of Ecology test method NWTPH-Dx/Dx Extended. Both samples had concentrations below detectable limits. Table 2 summarizes the test results for diesel, mineral oil, and oil.

City of Gig Harbor
 February 21, 2008
 Page 3

Table 2: Diesel, Mineral Oil, and Oil Test Results by NWTPH-Dx/Dx Extended (results in mg/kg)

Sample ID	Sample Depth	Diesel	Mineral Oil	Oil
DC-HA-04-A	6 inches	<25	<40	<40
DC-HA-04-B	6 inches	<25	<40	<40
MTCA Method A Cleanup Limit		2000	4000	2000
Laboratory Detection Limit		20	40	40

The test results indicate that concentrations of arsenic and lead are below applicable state cleanup levels in the sample locations on the triangle parcel of Donkey Creek Park. The two sample locations for petroleum contamination did not reveal the presence of contaminated soils within the area sampled.

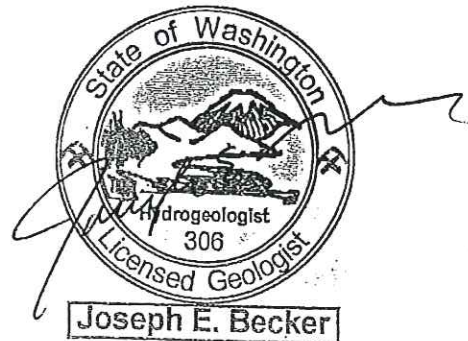
The data collected for this project did not identify arsenic or petroleum hydrocarbon contamination above laboratory detection limits or MTCA Method A cleanup limits. Lead was detected above laboratory detection limits; however, the detected lead concentrations were no greater than 10% of the MTCA Method A cleanup limit. Based on the data, we do not recommend any additional action.

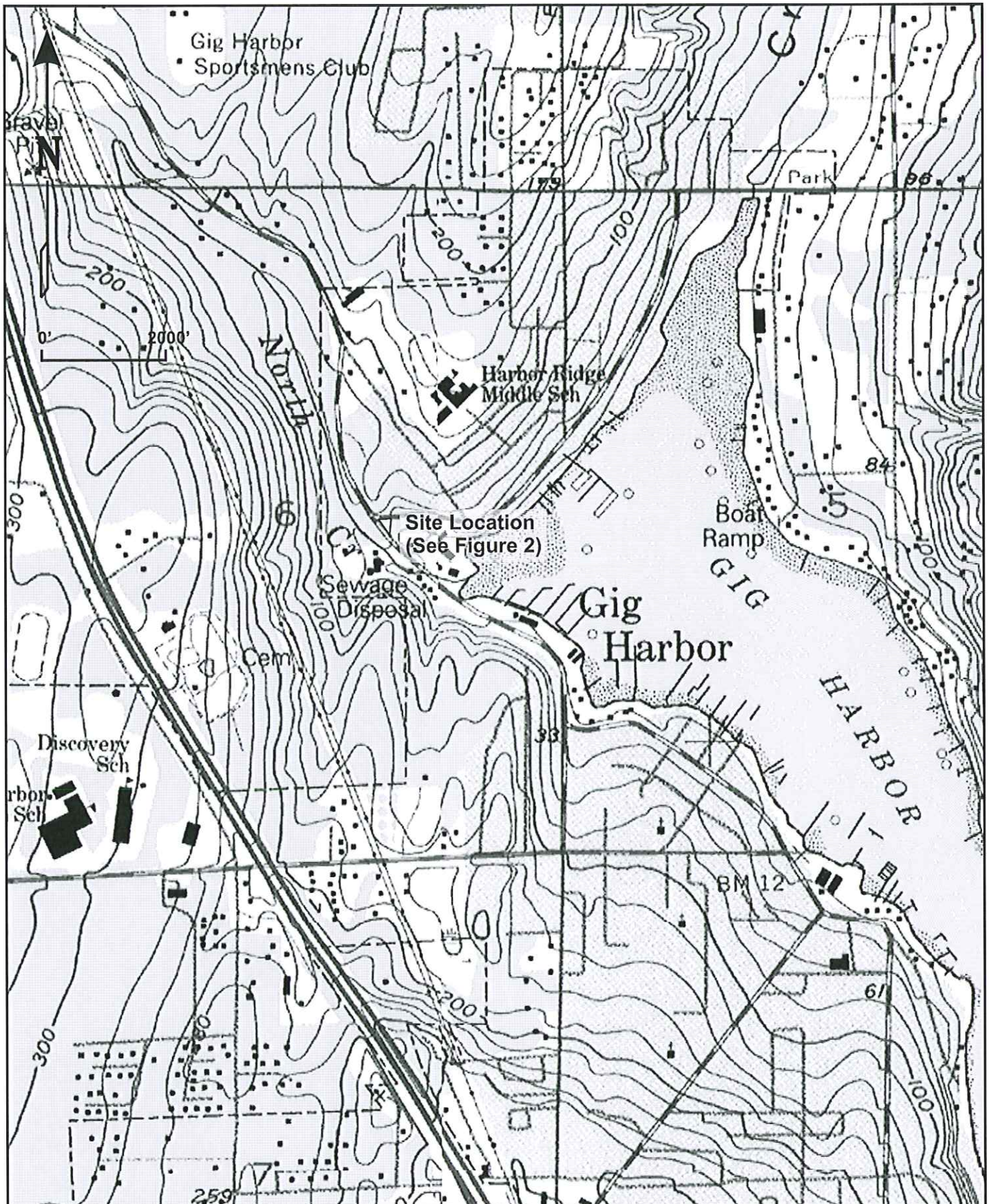
Please feel free to call if you have any questions or comments. We look forward to be of continuing service to you and your clients.

Respectfully submitted,
Robinson, Noble & Saltbush


 Jeremy J. Bush
 Project Geologist

attachments





Note: Basemap taken from USGS Gig Harbor Quad.

PM: JFH
1326-009B

February 2008
Scale 1" = 1000'

Pierce County
T 21 N/R 02 E - 06

Figure 1
Site Location Map

City of Gig Harbor: Donkey Creek/Phase II ESA

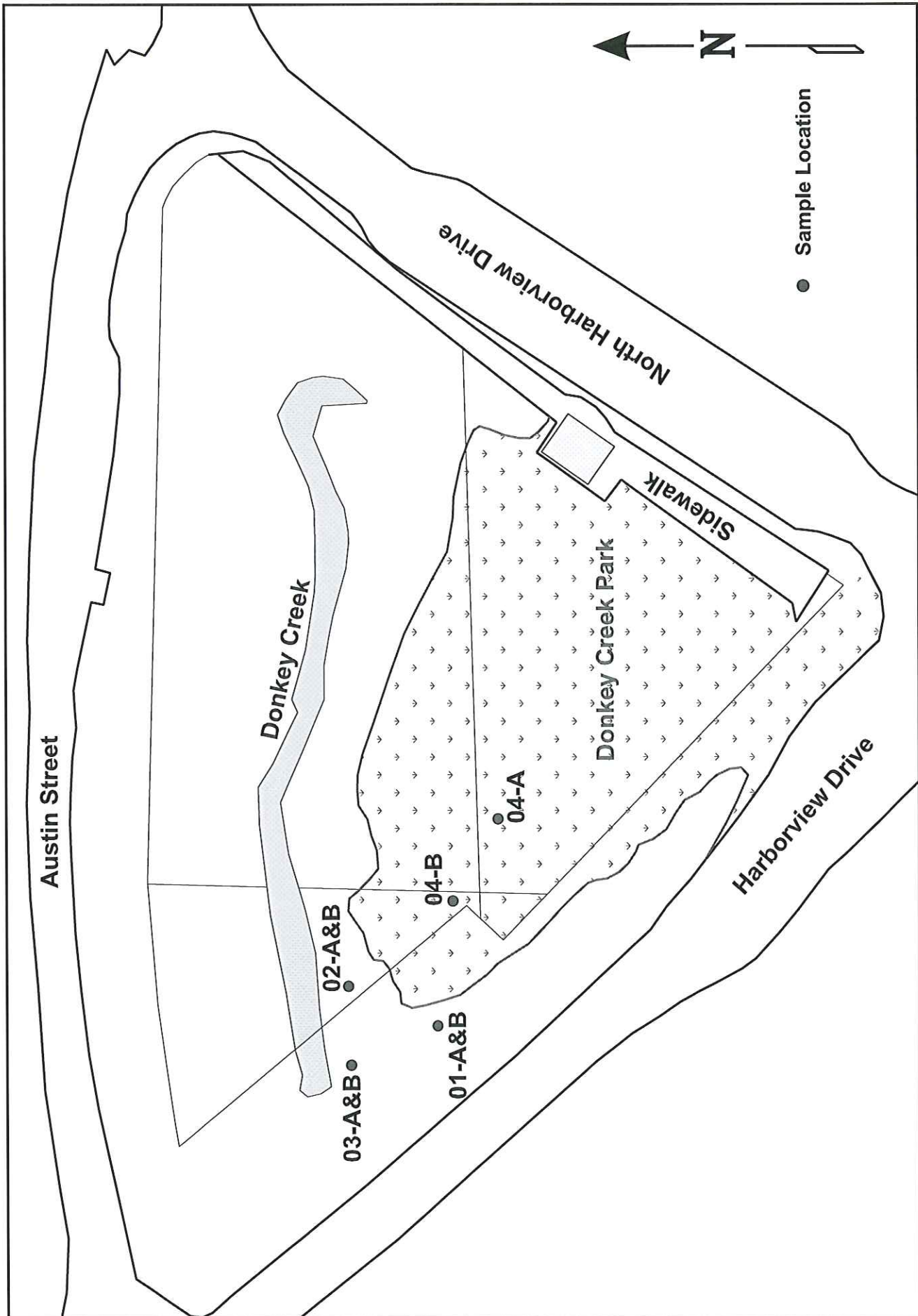
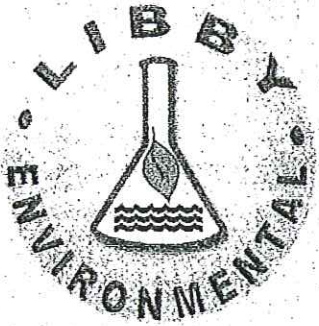


Figure 2
 Sample Location Map
 City of Gig Harbor: Donkey Creek/Phase II ESA

Pierce County
 T 21 N/R 02 E - 06
 Scale 1" = 50'

PM: JFH
 February 2008
 1326-009B

ROBINSON
NOBLE SALTBRUSH
 INC. GROUNDWATER & ENVIRONMENTAL SCIENTISTS
 1997 **60 Years** 2007



Libby Environmental, Inc.

4139 Libby Road N.E., Olympia, WA 98506-2518

February 19, 2008

John Hildenbrand
Robinson, Noble & Saltbush, Inc.
3011 Huson Street South
Suite A
Tacoma, WA 98409

Dear Mr. Hildenbrand:

Please find enclosed the analytical data report for the Donkey Creek Phase II Project located in Donkey Creek Park, Washington. Soil samples were received and analyzed for Diesel & Oil by NWTPH-Dx/Dx Extended and Metals by EPA Method 7000 Series on February 12 & 13, 2008.

The results of the analyses are summarized in the attached tables. Applicable detection limits and QA/QC data are included. An invoice for this analytical work is also enclosed. All soil samples are reported on a dry weight basis.

Libby Environmental, Inc. appreciates the opportunity to have provided analytical services for this project. If you have any further questions about the data report, please give me a call. It was a pleasure working with you on this project, and we are looking forward to the next opportunity to work together.

Sincerely,

Sherry L. Chilcutt
President
Libby Environmental, Inc.

LIBBY ENVIRONMENTAL CHEMISTRY LABORATORY

DONKEY CREEK PHASE II PROJECT
 Donkey Creek Park
 Robinson, Noble & Saltbush, Inc.
 Client Project #1326-009B
 Libby Project No.L080212-1

Analyses of Diesel & Oil (NWTPH-Dx/Dx Extended) in Soil

Sample Number	Date Analyzed	Surrogate Recovery (%)	Diesel (mg/kg)	Mineral Oil (mg/kg)	Oil (mg/kg)
Method Blank	2/12/2008	108	nd	nd	nd
DC-HA-04-A	2/12/2008	107	nd	nd	nd
DC-HA-04-B	2/12/2008	68	nd	nd	nd
DC-HA-04-B Dup	2/12/2008	68	nd	nd	nd
Practical Quantitation Limit			25	40	40

"nd" Indicates not detected at the listed detection limits.

"int" Indicates that interference prevents determination.

ACCEPTABLE RECOVERY LIMITS FOR SURROGATE (2-F Biphenyl): 65% TO 135%

ANALYSES PERFORMED BY: Sherry Chilcutt

LIBBY ENVIRONMENTAL CHEMISTRY LABORATORY

DONKEY CREEK PHASE II PROJECT
 Donkey Creek Park
 Robinson, Noble & Saltbush, Inc.
 Client Project #1326-009B
 Libby Project No.L080212-1

Analyses of Metals in Soil by EPA Method 7000 Series

Sample Number	Date Analyzed	Lead (mg/kg)	Arsenic (mg/kg)
Method Blank	2/13/08	nd	nd
DC-HA-01-A	2/13/08	24	nd
DC-HA-01-B	2/13/08	25	nd
DC-HA-02-A	2/13/08	21	nd
DC-HA-02-B	2/13/08	nd	nd
DC-HA-03-A	2/13/08	nd	nd
DC-HA-03-B	2/13/08	nd	nd
DC-HA-03-B Dup	2/13/08	nd	nd
Practical Quantitation Limit		5.0	5.0

"nd" Indicates not detected at the listed detection limits.

ANALYSES PERFORMED BY: Sherry Chilcutt

LIBBY ENVIRONMENTAL CHEMISTRY LABORATORY

DONKEY CREEK PHASE II PROJECT
 Donkey Creek Park
 Robinson, Noble & Saltbush, Inc.
 Client Project #1326-009B

QA/QC for Metals in Soil by EPA Method 7000 Series

Sample Number	Date Analyzed	Lead (% Recovery)	Arsenic (% Recovery)
LCS	2/13/08	109%	95%
MS	2/13/08	114%	103%
MSD	2/13/08	106%	90%
RPD	2/13/08	7%	13%
Practical Quantitation Limit		5.0	5.0

ACCEPTABLE RECOVERY LIMITS FOR MATRIX SPIKES: 65%-135%
 ACCEPTABLE RPD IS 35%

ANALYSES PERFORMED BY: Sherry Chilcutt

Chain of Custody Record

Libby Environmental, Inc.
 4139 Libby Road NE
 Olympia, WA 98506
 Ph: 360-352-2110
 Fax: 360-352-4154

Date: 2-11-08 Page: 1 of 1
 Project Manager: IFH
 Project Name: Donkey Creek Phase II
 Location: Donkey Creek Park
 Collector: IFB Date of Collection: 2-11-08

Client: R4N
 Address: 3011 South Hansenrd, Tacoma, WA 98409
 Phone: (253) 475-7711 Fax: (253) 472-5846
 Client Project # 1326-009B

Sample Number	Depth	Time	Sample Type	Container Type	Field Note# Containers
1 DC-HA-01-A	0-6"	10:55	Soil	4oz Sor	
2 DC-HA-01-B	6-12"	10:55			
3 DC-HA-02-A	0-6"	11:05			
4 DC-HA-02-B	6-12"	11:05			
5 DC-HA-03-A	0-6"	11:15			
6 DC-HA-03-B	6-12"	11:15			
7 DC-HA-04-A	6"	11:30			
8 DC-HA-04-B	6"	10:40			
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					

VOA 8021B
 VOA 8021B BTEX ONLY
 SEM VOL 8270
 VOA 8280
 NMTPH-HCID
 NMTPH-GX
 NMTPH-DX EXTENDED
 PAH 8270
 NTCAs 8082
 AS/MLC + Lead

Relinquished by: Jeremy Bond Date / Time: 2-12-08 10:05
 Relinquished by: [Signature] Date / Time: 2/12/08 10:05
 Received by: [Signature] Date / Time: 2/12/08 10:05
 Received by: [Signature] Date / Time: 2/12/08 10:05
 Remarks: Sample Receipt:
 Good Condition? Cold?
 Seals Intact? Total Number of Containers 48HR (5-Day)
 TAT 24HR

2/12/08
11:50 am
[Signature]



TRENT JONAS
Senior Vice President
Commercial Loans

March 04, 2008

Jennifer Kilmer, Executive Director
Gig Harbor Peninsula Historical Society
P.O. Box 744
Gig Harbor, Wa. 98335

Re: Letter of Commitment for construction financing of the Harbor History Museum to be located at 4120
– 4121 Harborview Drive, Gig Harbor, Wa.

Dear Jennifer:

We are very pleased to inform you that Columbia Bank ('The Bank' or 'lender') has approved a loan on the above captioned property to the named Borrower, subject to the following terms and conditions:

1. STRUCTURE

- A. BORROWER: Gig Harbor Peninsula Historical Society.
- B. GUARANTOR: NA, Non-recourse.

2. CONSTRUCTION LOAN

- A. LOAN AMOUNT: \$1,800,000
- B. FEES: \$9,000 (.50%)
- C. TERM: Twelve months with a six month renewal option for a .25% (\$4,500) fee.
- D. RATE: Columbia Bank Prime (currently at 6.00%) + .50%, fully floating.
- E. PAYMENTS: Interest only monthly.

3. FINANCIAL COVENANTS

- A. Financial covenants contained in a construction loan agreement will restrict advances against the note to \$700,000 until such time as the pending land sale (parcels 0221061059 & 0221061060) closes providing net sale proceeds to the Historical Society of approximately \$1,700,000. The Borrower will be required, at that time, to deposit the difference between the costs to complete the project and remaining loan funds into a Columbia Bank control account to be paid out for construction prior to any further loan advances.

- B. Estoppel certificates may be required from each tenant indicating the current rent, the date of the lease, remaining term, purchase options, if any, and that no disputes exist between the landlord and tenant. Estoppel certificates will be in a form acceptable to Bank at its sole discretion (enclosed).

4. **ADDITIONAL TERMS:**

- A. **Loan documents** will be in the standard form customarily required by the Bank and will include additional terms and conditions not discussed above. The Bank may also require certain financial and other documents or information prior to closing this loan.

At the date of closing, the financial and credit condition of the Borrower, together with other features of this transaction that the Bank has relied on, has not had any material or adverse change. In the event of bankruptcy, insolvency, or adverse material change in the credit worthiness of the Borrower or the real estate; this commitment will terminate upon notice by the Bank.

This commitment is not assignable to any party without the Bank's written approval and authorization. Further you agree to not disclose the terms of this commitment except to your legal and financial advisors. This commitment supersedes any prior commitments, letters of intent, verbal or written offers, or any other communication.

- B. The borrower(s) must, prior to closing, provide the Bank with a certificate of **insurance** in an amount not less than the loan amount and naming Columbia State Bank as insured. Insurance certificates will be mailed to the attention of: Columbia State Bank, Attn: Trent Jonas, 5303 Pt. Fosdick Dr., Gig Harbor, Washington 98335. Direct inquires can be made to Trent Jonas at (253) 858 5105.
- C. **Annual reviews** will be required by the Bank. If lender requests information, Borrowers agree to provide personal financial statements, property operating statements for the previous year, rent rolls, or other information relevant to the property.
- D. **Escrows for taxes and insurance** may be established and maintained with Columbia Bank as a reserve account. Borrower acknowledges that the Bank will collect sufficient funds to pay for said expenses on a monthly basis and acknowledges that interest is not paid on this account.
- E. The Borrower agrees to pay for, at closing, a one-time fee to a **tax registration service** in an estimated amount of \$ 100.00. Said service will provide the lender with an annual history with respect to the payment of real estate taxes.
- F. **Security.** The loan will be secured by a Note, Assignment of Rents and Leases, and Security Agreement. **'Deed of Trust'**, which will be a first lien on (i) Borrower's unencumbered fee simple title to the Project; (ii) all fixtures and personal property (tangible or intangible) now or hereafter used or acquired by Borrower in connection with the ownership, development, operation, or maintenance of the Project; and (iii) all leases, rents revenues and cash collateral of the Project. The Deed of Trust will prohibit any sale, encumbrance or other transfer of any interest in all or any portion of the Project without the Bank's approval.
- G. **Conditions To Closing.** Lender will have no obligation to close the Loan unless each of the following conditions is satisfied on or before the expiration date of this Commitment. Each of the conditions is for the benefit of Lender and may be waived by Lender, but only if the waiver is in writing and signed by Lender. Lender may close the Loan without requiring satisfaction of each condition, but in the absence of a written waiver, Lender may condition future requirements upon satisfaction of such conditions. All of the documents and agreements required below will be in form and substance satisfactory to lender at its sole discretion.

- 1) **Zoning.** Evidence that the Property is zoned to permit intended uses of the Improvements (this is only required if a variance or conditional use permit was granted).
- 2) **Parking.** Evidence that there will be sufficient parking available for the intended use of the Improvements (only if a variance or conditional use permit was granted).
- 3) **Hazard Insurance.** An original, prepaid "All-Risk" hazard insurance policy on the Project, and such endorsements or other insurance policies as may be necessary to insure all perils required to be insured by Lender. Each policy will be issued by a company acceptable to Lender. During construction, the policy will be in an amount not less than one hundred percent (100%) of the full replacement cost of the improvements and any other improvements on the Property, and will contain an agreed value endorsement updated yearly, a replacement cost endorsement without deduction for depreciation, a fluctuating value endorsement with a waiver of the coinsurance clause (or an agreed amount endorsement and inflation guard endorsement), and loss of rents and/or business interruption coverage. The policy will not be subject to cancellation without thirty (30) days prior written notice to Lender. Lender will be named as loss payee on a form 438-BFU or acceptable equivalent attached to the policy.
- 4) **Title Insurance.** An ALTA lender's title insurance policy insuring the loan amount with extended coverage (1970 form with 1984 revisions) is required. The title policy will be issued by a title insurance company acceptable to Lender with such endorsements as Lender may require, including endorsement ALTA 1 00 (compliance with covenants), 102.5 (foundation), 103.7 (abuts a public street), II 6 (address), II 6.1 (survey), a variable interest rate endorsement (if applicable), a legal lot endorsement, and an (intervening lien endorsement). All title exceptions will be subject to Lender's approval. The title insurance policy will ensure that the Bank is in a first lien position and that the Property is free of mechanics' or materialmen's liens, and that all taxes and assessments on the Property, or any part thereof which are due and payable on the date of closing, have been paid.

If a construction loan, the Bank may require date down endorsements prior to each construction draw. (See construction loan provisions.)
- 5) **UCC Search.** A Uniform Commercial Code (Form 11 -R for Borrower from the office of the Department of Licensing of the State where the Property is located and Borrower maintains its principal office) must show that no Uniform Commercial Code filings exist with respect to the Project.
- 6) **Financial Information.** Any additional financial information, as required by lender, must be submitted prior to closing.
- 7) **Loan Documents.** Receipt of the following documents ("Loan Documents") duly executed and delivered to lender by the appropriate persons.
 - a. A Promissory Note in the Loan amount. The note will provide for a late charge of five percent (5%) of any payment not received within ten (10) days after the due date, and a default interest rate of five percent (5%) plus the percentage rate of interest per annum otherwise payable under the Note.
 - b. A Deed of Trust.
 - c. A UCC- 1 Financing Statement.
 - d. A Hazardous Substance Document.

- 8) **Other Documents.** Such other certificates, documents, and agreements relating to Borrower, and the Project as Lender may require.
- 9) **Independent Evaluation.** Borrower represents and warrants that it has independently evaluated the economic viability of the Project and the reliability and skills of the contractor, architect, and all other persons involved in the Project. Borrower will rely solely on its own independent data, evaluations, and business judgment regarding the Project, and no action or statement by Lender and its agents will be construed as an endorsement, recommendation, or certification relating to any aspect of the Project.
- 10) **General Terms.**
 - a. **No Adverse Change:** At the date of closing of the Loan, the financial condition and credit of Borrower(s) and all information relating to the Project and condition of the Project will be as represented to Lender without any material adverse change.
 - b. **Assignment:** This Commitment may not be assigned in whole or in part without Lender's prior written consent. Lender will have the right to assign this Commitment or the Loan in whole or in part, or to sell a participation in the Loan to any third party. Borrower(s) agrees that Lender may provide any successor or participant with copies of any financial statements, credit reports and other information relating to Borrower(s), and the Project. Borrower(s) further agrees to provide any successor or participant with such additional information regarding Borrower(s), the Project, and the Loan as Lender may reasonably request.
 - c. **Expenses:** Whether or not the Loan is closed, Borrower(s) will reimburse Lender on demand for all third party expenses, fees, and charges incurred by Lender with respect to this commitment or the Loan, including without limitation, survey costs, appraisal costs, brokerage commissions, title cost, recording charges, taxes, revenue stamps, and legal fees. Borrower's obligation to reimburse Lender for such expenses, fees, and charges will be in addition to the Loan fee. The Bank acknowledges that the Borrower has deposited an amount of \$4,500 to be utilized in association with the above mentioned costs. Said deposit, however, should not be construed to necessarily cover all costs associated with this transaction.
 - d. **Previous Commitments:** This commitment supersedes any prior oral or written commitments, offers, and statements by any officer, employee, or agent of lender relating to the Loan, This Commitment including all exhibits, will constitute the entire agreement between Lender and Borrower(s) relating to the Loan and Project.
 - e. **Amendment:** This commitment will not be modified nor amended except by an instrument in writing signed by the party against whom enforcement of the amendment or modification is sought.
 - f. **Survival:** The provisions of this Commitment will survive closing of the Loan to the extent there are no conflicts with the Loan Documents.
- 11) **Other.** Further, the following issues need to be resolved prior to closing:
 - a. Borrower must provide to the bank, prior to closing, a corporate resolution, bylaws and board minutes authorizing the loan that is acceptable to the bank and in a form and format whereby a certificate has been obtained from the State of Washington.

- b. **Secondary Financing:** The bank has approved this loan with the understanding that Julian Schmidtke is currently holding a first deed of trust on the subject property.

The bank will require that said financing be subordinated to a first lien Deed of Trust to be in favor of Columbia State Bank. Therefore, the bank will require all loan documents, agreements, and contracts with Julian Schmidtke be delivered to the bank for review and approval.

- c. **Contractor:** The bank understands that the firm of WPC, Inc. is the contractor to complete the construction of the subject property.

This commitment will underscore that approval for this loan is highly reliant on the selection of said contractor and that failure to negotiate a Bank approved contract may cause the bank to withdraw this commitment.

Borrower also acknowledges that the selection of this contractor was contemplated by the borrower(s) well before a loan application was given to the bank and that the bank exercised no undue pressure with regard to borrower's selection of the contractor. The Borrower(s) is further urged to perform due diligence with respect to the ability of the contractor to perform the job in a quality and timely manner.

- d. **Costs:** As a result of this loan, numerous costs and/or expenses will necessarily be incurred by the Borrower(s) for items such as, but not limited to, an appraisal and appraisal review, environmental survey and/or Phase 1, II, and/or III studies, credit reports, flood determination, closing expenses, title policies, construction inspections (if applicable), tax registration, Bank legal expenses, etc.

Accordingly, Borrower(s) will provide to the Bank, prior to closing, a cost breakdown which will include sufficient funds to cover said costs. At or near closing, the Bank will provide the Borrower(s) with a preliminary closing estimate of all known or suspected costs associated with the Bank's loan. Other closing costs for pro-rated taxes, utilities, sale/leasing commissions, etc., must be obtained from the escrow company or closing agent.

- e. **Special Construction Loan Requirements:**

- 1) Borrower must provide to the Bank, prior to funding, the following:
 - a) Signed construction contract with a Bank approved contractor.
 - b) A complete cost breakdown depicting all line items for both soft and hard costs, together with an indication as to whether certain line items have been paid. Paid line items are not reimbursable, unless approved by the Bank prior to closing.
 - c) A complete set of all final plans and working drawings.
 - d) A detailed specifications of materials
 - e) Construction time lines depicting the completion dates of all major construction components
 - f) A time line reflecting the borrower's estimated dates and amounts for Bank construction draws.
- 2) Prior to loan closing, the Bank will cause the following to be completed at Borrower's expense.

- a) The Bank will require a third party consultant to review the plans, structural engineer's report costs, etc., to ensure that the project can be completed within the prescribed budget and within the time lines created.
- b) Said consultant's fees will be paid for by the Borrower(s) by establishing a line item budget for said amounts.
- c) This requirement may be waived by the Bank if all the above is satisfactorily completed by an approved bonding agent for the contractor. Further, the Bank will be entitled to receive copies of said findings.

3) During construction, the Borrower(s) agree to pay for the following:

- a) Monthly construction inspections will be performed by a third party engineer/architect and/or building inspection service approved by the Bank.
- b) Said inspections will not be ordered without proper documentation and will include, but not be limited to:
 - 1. Completion of a standard A1A form or other approved document.
 - 2. Receipt of a monthly date down endorsement depicting no intervening liens.
 - 3. Authorization from the Borrower to disburse funds.
 - 4. All signed lien releases from subcontractors relating to the previous months draw must be in file.
 - 5. Construction progress must be relatively close to being on schedule (in accordance with the contractor's and Borrower(s)' original time lines or approved revisions from the Bank).
 - 6. All change orders will require notification, in writing, and that the Bank will further have the right to approve said change orders if the change order results in increasing the construction cost without a corresponding decrease in other line items and/or if the change order request involves a draw against the contingency budget.
 - 7. Retainage amounts, as documented in the construction contract, will be reserved within the construction loan and must be designated by amount and line item.
 - 8. Liens, should they occur, will be immediately reserved for by the Bank in an amount equal to one and one-half (1.5) times the lien amount, and will be reserved against the contingency budget or require Borrower(s) to contribute additional funds into the construction loan.
 - 9. All costs and expenses associated with third party inspections will be paid by the borrower and will be designated by line draws.
 - 10. Any disputes between the Borrower(s) and inspection services will be settled by an arbitrator that is mutually agreeable to each party.

f. **Assignments:**

- 1) Borrower(s) agree to provide UCC documents, which will assign to the Bank, all rights, title, and interest to any and all contracts, plans, agreements, etc., relating to the construction and completion of the project.
- 2) Borrower(s) further stipulate that any contracts entered into with third parties will have language which will give the Bank the right, but not the obligation, to assume the Borrower(s) position.

- 3) The Bank will agree that assignments, under Lender's standard construction loan agreements, will not be invoked unless Borrower(s) are in default of the loan documents, the provisions of the builder's contract, or the lease document.

G. Permits:

- 1) Prior to loan closing, Borrower(s) will provide to the Bank copies of all necessary permits relating to demolition, removal of environmental items, construction, etc.
- 2) Upon completion of the project, Borrower(s) will provide a copy of the certificate of occupancy evidencing that all city requirements have been fulfilled.
- 3) Finally, Borrower(s) and the contractor, hereby, agree to obtain any and all "other permits" as may be required by the City of Gig Harbor.

12) **Governing Law; Venue.** This commitment will be construed under the laws of the State of Washington, and the venue of any action brought to interpret or enforce this commitment will be Pierce County, Washington.

13) **Acceptance and Expiration.** This Commitment will not be binding unless signed by Borrower and returned to Lender on or before April 4, 2008. Additionally, this transaction must close no later than May 5, 2008.

COLUMBIA BANK



By:
Trent Jonas
Its Sr. Vice President

NOTICE TO BORROWER: ORAL AGREEMENTS, PROMISES OR COMMITMENTS TO: (1) LOAN MONEY, (2) EXTEND CREDIT, (3) MODIFY OR AMEND ANY TERMS OF THIS COMMITMENT OR THE LOAN DOCUMENTS (4) RELEASE ANY GUARANTOR, (5) FORBEAR FROM ENFORCING REPAYMENT OF THE LOAN OR THE EXERCISE OF ANY REMEDY UNDER THE LOAN DOCUMENTS OR (6) MAKE ANY OTHER FINANCIAL ACCOMMODATION RELATING TO THE LOAN ARE ALL UNENFORCEABLE UNDER WASHINGTON LAW.

ACCEPTED and APPROVED this ____ day of _____, 2008

"BORROWERS"

Gig Harbor Peninsula Historical Society

By:
Walt Smith
Its President



Subject: Sitecrafting Website Design
Consultants Contract

Proposed Council Action: Authorize the Mayor on behalf of Council to approve the Consultants Agreement with Sitecrafting for redevelopment of the City's municipal website.

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton
Special Projects

For Agenda of: March 10, 2008

Exhibits: Sitecrafters Proposal

Initial & Date

Concurred by Mayor:

CH 2/29/08

Approved by City Administrator:

RLK 2/29/08

Approved as to form by City Atty:

AM 2/28/08

Approved by Finance Director:

JP 2/29/08

Approved by Department Head:

[Signature] 2-29-08

Expenditure		Amount		Appropriation	
Required	\$ 9,800	Budgeted	\$ 10,000	Required	\$ -0-

INFORMATION / BACKGROUND

In 2007, inter-departmental meetings began to identify upgrades for the City's website. Programming languages for internet communications have changed since the municipal site launched back in 2000. This upgrade will move from html to css a proprioritory content management system (CMS). Each department will have direct access to secure areas of their own page. Improved navigational features, expanded access tools, and user friendly advances will improve communications and service for staff and the community. The project is expected to take 8 weeks to complete.

FISCAL CONSIDERATION

The cost of this upgrade is included in the 2008 Budget, General Fund 001, Administration / Finance.

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION / MOTION

Move to: Authorize the consultants agreement with Sitecrafters to develop the new City of Gig Harbor website: **cityofgigharbor.net** (Begin date Mar 2008 - Completion May 2008)

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
Site Crafting Website Design and Application Development**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and **Sitecrafting, Inc**, a corporation organized under the laws of the State of **Washington** located and doing business at **2725 Pacific Avenue, Suite 100, Tacoma, WA 98402** (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in a **web site update** 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 12, 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 **nine thousand eight hundred dollars (\$9,800.00)** 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 **May 30, 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:

Sitecrafting

ATTN: Brian Forth, President
2725 Pacific Avenue, Suite 100
Tacoma, WA 98402
(253) 272-2248

City of Gig Harbor

ATTN: Lita Dawn Stanton
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.

29 IN WITNESS WHEREOF, the parties have executed this Agreement on this day of FEBRUARY, 2008.

CONSULTANT

CITY OF GIG HARBOR

By: [Signature]
Its Principal

By: _____
Mayor

Notices to be sent to:
Sitecrafting
ATTN: Brian Forth, President
2725 Pacific Avenue, Suite 100
Tacoma, WA 98402
(253) 272-2248

City of Gig Harbor
ATTN: Lita Dawn Stanton
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

EXHIBIT A

Web Application Proposal

February 12, 2008

Prepared for:
City of Gig Harbor
Kay Truitt

Prepared by:
Brian Forth
President



SITECRAFTING
WEBSITE DESIGN & APPLICATION DEVELOPMENT

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The Big Picture

Objective

This project involves the development, content transfer, testing and deployment of the City of Gig Harbor website. The site will include a secure content management system, that will allow City of Gig Harbor staff to add/edit/delete project information and supporting files (including images, pdfs, video), and interactive news module.

Goals

The project will accomplish the following goals:

- Integrate a content management system that will allow City of Gig Harbor to update their own website via a browser thus reducing ongoing time/maintenance costs and delays
- Develop a secure area for users to login to view secure documents
- Establish a secure and scalable environment that will allow City of Gig Harbor to add new features in future phases including, online scheduling, eCommerce modules, and other identified features. (costs not included in this proposal)
- Establish flexible stylesheets for viewing in a variety of web devices, including mobile phone stylesheet, text only stylesheets, and print stylesheets.

Solution

SiteCrafting will work with City of Gig Harbor to deliver the following solution.

- Integration of a secure content management system allowing City of Gig Harbor to add/edit/delete page content including text, images to both public and secure areas of the website
- News module allowing for the dynamic publishing of current news and press releases
- SiteCrafting is familiar with City government and has worked with a variety of cities including, Puyallup, DuPont, and Burien. In addition, SiteCrafting works with several regional and county agencies including projects with Puyallup and DuPont with LESA, the Pierce County Library System, Pierce County Health Department, and Tacoma Public Utilities.

What's it going to look like?

Interface Design

SiteCrafting will design/layout Front End and Administration center Wireframes and Interface indicating exactly how navigation and design elements will interact. SiteCrafting will ask City of Gig Harbor to supply any graphic resources, photography, and sample content for the site. This proposal assumes the website design is to be provided by the City of Gig Harbor.

SiteCrafting Responsibilities

- Design Front End/Administration Area Wireframes
- Define all design templates and related template features

City of Gig Harbor Responsibilities

- Review all wireframes presented
- Examine and critique all functions as outlined or request changes at this time (future changes may be subject to Work Order or timeline adjustment which may increase time and cost)
- 100% Design Fees due to begin design

Deliverables

- Website Wireframes
- Firm project price for all development defined site wireframes

During this phase, SiteCrafting will test the site's appearance in a variety of web browsers including:

Browser Name	Version	Operating System
Internet Explorer	6.0, 7.0	PC
Firefox	2.0	Mac & PC
Safari	3.0	Mac
Opera	9.0	Mac & PC

What's it going to do?

The content management system will serve as a single point of management for all content on the City of Gig Harbor website and includes the development of page templates. The website management system includes the following functions:

- Pre-created groups/organizations that will be decided upon by City of Gig Harbor and SiteCrafting which will determine users level of access to the administrative site
- City of Gig Harbor Administrators will have the ability to register a new user and assign them to a pre-created group/organization that will determine their permission level (which modules they have access to)
- Auto e-mails will be generated and sent to new users with a username and temporary password that can be changed when they first login to the administrative site
- Ability for a user to get a new password if they forget their current password by answering a security question
- City of Gig Harbor users will be able to add, edit and remove page content and pages from the website and secure employee area of the site as defined in the Design Phase.
- The file library will allow City of Gig Harbor to add images, documents, and other files to the management system for use on the website. Images upload will feature auto-sizing functions so as to keep images sized appropriately for the website

What's it going to cost?

Design Phase

Description	Cost
Specifications document (including front-end and admin wireframes) - These blueprints for website function are created to insure the website functions as expected.	\$1,800
Total	\$1,800

Development Phase (range)

Description	Cost
Content Management System - Including standard, mobile and text stylesheets. Home, Internal, and General Template	\$7,000
News Module	\$1,000
Total	\$8,000

Training / Ongoing Support

Description	Cost
Onsite SiteCrafting Training (2 hours)	\$250
Hourly Rate for Support	\$125

Monthly Hosting

Description	Cost
Database driven site hosting - Shared Hosting	\$55

When will it be done?

Date	Task
Week 1	Kick off meeting
Week 1	City of Gig Harbor delivers assets (logos, color schemes, corporate images, etc.)
Week 1-2	Wireframe Design 100% Design Fee Due
Week 3	Wireframe Review
Week 3	Submit feedback on wireframes to SiteCrafting
Week 4	Wireframes Approved Development Begins 100% Development Fee Due
Week 6	Content Management System completed Front end and admin center available for content entry
Week 7	All content in website
Week 7	Site launches - First Month of Hosting Due

Why should I choose SiteCrafting?

SiteCrafting has been designing and developing websites for companies in the Puget Sound region and nationally for over ten years. Here are a few highlights.

- SiteCrafting was named one of the Ten Most Dependable Web Design Firms of the West in 2007
- SiteCrafting designs and develops all websites in our local Tacoma facility. All development is done by full-time W2 employees
- SiteCrafting owns and manages all it's own servers and offers a 100% uptime guarantee
- SiteCrafting guarantees all code for the life of the site or it is fixed free of charge
- SiteCrafting has worked with several cities including: Puyallup, DuPont, Burien and other government entities including: Pierce County Library System, Tacoma Pierce County Health Department, and Tacoma Public Utilities.
- SiteCrafting has worked with LESA on projects for the City of DuPont as well as the City of Puyallup Jail and Court System.
- *"SiteCrafting does what it says it will do, everytime"* - Les Johnson VP of IT NorthCoast Electric

For a list of our clients, please visit our website at www.sitecrafting.com.

The Fine Print

The development of this application is something that City of Gig Harbor wants to have finished online as soon as reasonably possible. Therefore, it is assumed that all communication between City of Gig Harbor and SiteCrafting will occur in a timely fashion. City of Gig Harbor will provide all content for the web pages in a web-ready fashion (free from spelling and grammatical errors). If this isn't possible, SiteCrafting offers professional copy editing services. The timeline of the project shall be adjusted accordingly if City of Gig Harbor does not provide SiteCrafting with timely communications as defined by the Schedule section of this document. Additional assumptions are listed below:

- All changes in scope will be pre-approved by City of Gig Harbor in writing via a Work Request, and may increase the budgeted cost included in this proposal
- All documents and graphic source files become the property of City of Gig Harbor upon payment for services rendered
- Code and configuration information are **not** City of Gig Harbor property and are granted free use for the life of the site
- All code and configuration information specified in the Project Specifications Outline is guaranteed to work for the life of the site, or is fixed free of charge
- The Content Management System is not developed to dynamically update non-html based files, such as Flash movies or Excel spreadsheets
- If City of Gig Harbor elects to withdraw from this project after having signed this document, payment of agreed upon fees shall be due based on the amount of time/work that has been completed up to the date SiteCrafting receives a signed cancellation letter
- All code developed by SiteCrafting is non-transferrable and may not be sold or disseminated to any third parties outside the organizations signing this agreement

SiteCrafting offers full-service database and e-mail hosting in Tacoma at our dedicated data center. Internal Server support must include:

- Linux or Unix Based Server
- PHP 4.3+
- MySQL 4.1+
- Instant Messaging
- E-mail via scripts
- Uploading of files
- ImageMagick

Contact Information

SiteCrafting, Inc.

2725 Pacific Ave. Suite 100

Tacoma, WA 98402

T 253.272.2248

F 253.276.0192 fax

www.sitecrafting.com

Brian Forth

President

bforth@sitecrafting.com

Mike Ash

Project Manager

mash@sitecrafting.com

Mark Neidlinger

Senior Developer

mneidlinger@sitecrafting.com

Acceptance of Proposal

This Customer Acceptance Page contains the indication that SiteCrafting and City of Gig Harbor have agreed upon the contents set forth within this proposal. By applying the designated appropriate signatures to this document, both SiteCrafting and City of Gig Harbor are bound to accept the responsibilities and obligations defined herein.

Purpose/Meaning of Signatures

Client signature(s) on this document indicates that the client agrees that the content, timing, terms, conditions and scope contained herein accurately reflects the services required by City of Gig Harbor. City of Gig Harbor's decision to purchase the service(s) described will be based on this description.

SiteCrafting's signature(s) on this document indicates that SiteCrafting is prepared to undertake the service(s) as defined in this proposal, in the timeframes described herein effective as of the date of City of Gig Harbor's decision to purchase and providing that City of Gig Harbor provides appropriate purchase/payment commitments.

City of Gig Harbor Signature Section

This section contains the signature of the City of Gig Harbor representative who is accepting the proposal.

Name: _____ Title: _____

Signature: _____ Date: _____

SiteCrafting Signature Section

This section contains the signature of the SiteCrafting representative who is accepting the proposal.

Name: _____ Title: _____

Signature: _____ Date: _____

Appendix A

Hosting Agreement

SiteCrafting Inc.'s web servers are housed at a dedicated Tacoma datacenter owned and operated by Optic Fusion Inc. Optic Fusion has been providing colocation services since 2000 and offers a 100% network uptime guarantee. SiteCrafting owns all its own servers and hosting agreement includes nightly data backup. City of Gig Harbor may request database backup at any time and SiteCrafting will provide data via CD within 48 hours of request. The following text has been provided to SiteCrafting Inc. by Optic Fusion to further clarify this guarantee.

100 % Network Uptime Guarantee

Network Downtime shall mean any interruption of sixty (60) seconds or more in the availability of (i) the connection between the Client's equipment and the Optic Fusion switch fabric, (ii) the inter-network that connects the Optic Fusion switch fabric with the Internet. For purposes of this Section, the Internet is deemed to consist of services that commence where Optic Fusion transmits a Client's content to Optic Fusion carrier(s) at the Optic Fusion edge router(s). Such carriers provide Optic Fusion with private and dedicated bandwidth. If router packet loss is in excess of fifty percent (50%) and is sustained for sixty (60) seconds or more, Optic Fusion will classify this as an "outage." If an "outage" continues for a time period of more than two (2) minutes, then such outage will be deemed Network Downtime. For the avoidance of doubt, Network Downtime shall not include any interruption, packet loss or latency: (i) caused by factors outside the reasonable control of Optic Fusion; (ii) resulting, directly or indirectly, from any act or omissions to act by Client or any third party not acting under control or direction of Optic Fusion; or (iii) resulting from equipment not within Optic Fusion's control.

Hosting fees are billed quarterly in advance. In the case that hosting fees are not paid within 15 days of receipt of invoice, SiteCrafting will submit a letter to City of Gig Harbor stating that hosting payment is due. If payment is greater than 30 days late, SiteCrafting may at any time following that 30 days remove the site from the Internet. There will be a \$100 reconnect charge for accounts that have been turned off. Code and database backups will not be released to clients until all past due accounts are brought current.



Subject: "Ancich" net shed (owned by Rainier Yacht Harbor LLC) listing on the Gig Harbor Register of Historic Places

Proposed Council Action: Authorize the recommendation from the DRB to list the "Ancich" net shed on the Gig Harbor Register of Historic Places

Dept. Origin: Planning Department

Prepared by: Cliff Johnson Associate Planner

For Agenda of: March 10, 2008

Exhibits: DRB Findings Resolution

Initial & Date

Concurred by Mayor:

Approved by City Administrator: [Signature] 3/4/07

Approved as to form by City Atty: [Signature] 3/4/07

Approved by Finance Director: [Signature]

Approved by Department Head: [Signature] 3/4/08

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required. All values are \$ -0-.

INFORMATION / BACKGROUND

In 2006, Ordinance No. 1070 identified 17 net sheds within the WR, WM and WC Districts of Gig Harbor. The Ancich net shed is on that list. The City's Master Shoreline Program recognizes the importance of preserving the physical, aesthetic and social components which comprise the fishing industry and its fleet.

FISCAL CONSIDERATION

none

BOARD OR COMMITTEE RECOMMENDATION

On February 14, 2008, the Design Review Board reviewed the historic Ancich net shed application and recommended that it be added to the Gig Harbor Register of Historic Places.

RECOMMENDATION / MOTION

Move to: Authorize the DRB's recommendation to add the Ancich net shed to the Gig Harbor Register of Historic Places.



COMMUNITY DEVELOPMENT DEPARTMENT

NOTICE OF RECOMMENDATION
CITY OF GIG HARBOR DESIGN REVIEW BOARD
HR-08-0001

TO: Rainier Yacht Harbor LLC
Attn: Bruce Steel
P.O. Box 875
Tacoma, WA 98401

FROM: Cliff Johnson, Associate Planner

DATE: February 28, 2008

RE: HR-08-0001 – Rainier Yacht Harbor Net Shed and Pier

Having reviewed the above referenced application at its meeting of February 14, 2008, the City of Gig Harbor Design Review Board (DRB) recommends to the city council that the structure be listed on the historic register. This recommendation is based upon the following findings:

- A. The Rainier Yacht net shed and pier is significantly associated with the history, architecture, and cultural heritage of the community. Commercial fishing is a key aspect of the City's maritime history. The net shed and pier was used as an integral part of the commercial fishing operation conducted by the Ancich family
- B. The net shed dates back to the late 1920's. According to research presented by Bruce Steel, the net shed was constructed sometime around 1928 or 1929.
- C. The site meets three of the eleven possible categories of importance.
 1. The net shed has existed on the site since the late 1920's and was an integral part of the Ancich family commercial fishing operations up until approximately 2002.
 2. The architecture, construction method and siding materials of the Ancich net shed and dock is typical of Gig Harbor's historic commercial fishing shed structures. The structure exists largely in its original condition, although it is currently quite dilapidated.
 3. The site reflects the importance of the maritime history of Gig Harbor as it is part of the working waterfront.

Darrin Filand, Chairman
Design Review Board

Date 2/28/2008

cc: Steven Bull, AIA, 911 Western Avenue, Suite 215, Seattle, WA 98104

HR-08-0001

RESOLUTION NO.

A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO HISTORIC PRESERVATION, DESIGNATING THE ANCICH NET SHED FOR INCLUSION IN THE CITY'S REGISTER OF HISTORIC PLACES, IMPOSING CONTROLS UPON THE ANCICH/RAINIER YACHT NET SHED BUILDING, UNDER CHAPTER 17.97 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, Rainier Yacht Harbor LLC is the owner of record of the parcel located at 3518 Harborview Drive in Gig Harbor, Washington, ASSESSOR'S PARCEL NUMBER 5970000252; and

WHEREAS, on January 11, 2008, Rainier Yacht Harbor LLC requested that the property be added to the City's Registry of Historic Places; and

WHEREAS the Historic Preservation Code, Chapter 17.97 of the Gig Harbor Municipal Code, establishes a procedure for the designation and preservation of structures and areas having historical, cultural, architectural, archaeological engineering or geographic importance; and

WHEREAS, pursuant to GHMC Section 17.97.040(B)(3), the Design Review Board of the City, after a public meeting on February 14, 2008, voted to recommend approval of the nomination of the net shed and pier located on the property described below as a historic landmark, has transmitted its decision to the City Council for consideration, and has recommended that the same be approved by the City Council; and

WHEREAS it appears that the net shed and pier located on the property is an outstanding example of the City's cultural, artistic, social, architectural, and historic heritage; and

WHEREAS such designation would safeguard the heritage of the City as represented by those buildings which reflect significant elements of the city's history to foster civic and neighborhood pride in the beauty and accomplishments of the past; provide a sense of identity based on the city's history; stabilize and improve the aesthetic and economic viability of the site; enhance the City's attraction of tourists and visitors; and promote the use of the historic buildings for education and cultural stimulation; and

WHEREAS, based upon said findings, the City Council believes that it would be in the best interest of the City to so designate the property described below as a historic landmark and place it on the Gig Harbor Register of Historic Places;

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

Section 1. Designation. Pursuant to the provisions of Chapter 17.97 of the Gig Harbor Municipal Code, the Council of the City of Gig Harbor hereby approves the designation of the following property as a historic landmark and places said property on the Gig Harbor Register of Historic Places:

ANCICH NET SHED

The real property located at 3518 Harborview Drive, Gig Harbor, Washington 98335, Assessor Parcel Number 5970000252 which includes the net shed and pier as shown on attached Exhibit "A", Ancich/Rainier Yacht Net Shed Site Plan,

and legally described as:

Section 05 Township 21 Range 02 Quarter 33 Plat MILLVILLE L 7 B 3 TOG/W 2ND CL TDLDS ABUTT TO EXTREME LOW TIDE ALSO TOG/W POR OF LAND LOC WITHIN FRONT ST AS SHOWN ON PLAT ADJ TO & ABUTT SAID L 7 ON S LY N OF N LI HARBORVIEW DR FORMERLY FRONT ST SHOWN ON UNRECORDED SURVEY MAP NO 11 DATED JUNE 1948 BY GUY WHEELER & ASSOC OUT OF 025-0 SEG 2007-0711BL 03-09-07BL

Situate in the City of Gig Harbor, County of Pierce, State of Washington;

based upon satisfaction of the following standards of GHMC 17.97.040, the property:

1. Is associated with events that have made a significant contribution to the broad patterns of national, state or local history;
2. Embodies the distinctive architectural characteristics of a type, period, style, or method of design or construction, or represents a significant and distinguishable entity whose components may lack individual distinction;
4. Exemplifies or reflects special elements of the city's cultural, special, economic, political, aesthetic, engineering, or architectural history;

Section 2. Historic Registry (HR). The Planning Director is hereby instructed to effectuate the necessary changes to the Zoning Map of the City in accordance with the zoning established by this section. See Exhibit "B", Gig Harbor HR Designations Zoning Map.

Section 3. Controls. A Certificate of Appropriateness must be obtained from the Design Review Board pursuant to GHMC Section 17.97.050, before the owners may make alterations or changes to the exterior of the net shed structure.

RESOLUTION PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this 10th day of March, 2008.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By:  _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO: 660



Printed: 3/3/08 3:46 PM

Scale 1:1,471



Legend

- HR Zoning Overlay - Gig Harbor
- MUD Zoning - Gig Harbor
- R-1
- R-2
- R-3
- RB-1
- RB-2
- B-1
- B-2
- C-1
- DB
- WC
- WM
- WR
- ED
- PCD-BP
- PCD-C
- PCD-NB
- PCD-RLD
- PCD-RMD
- PI
- No Zoning

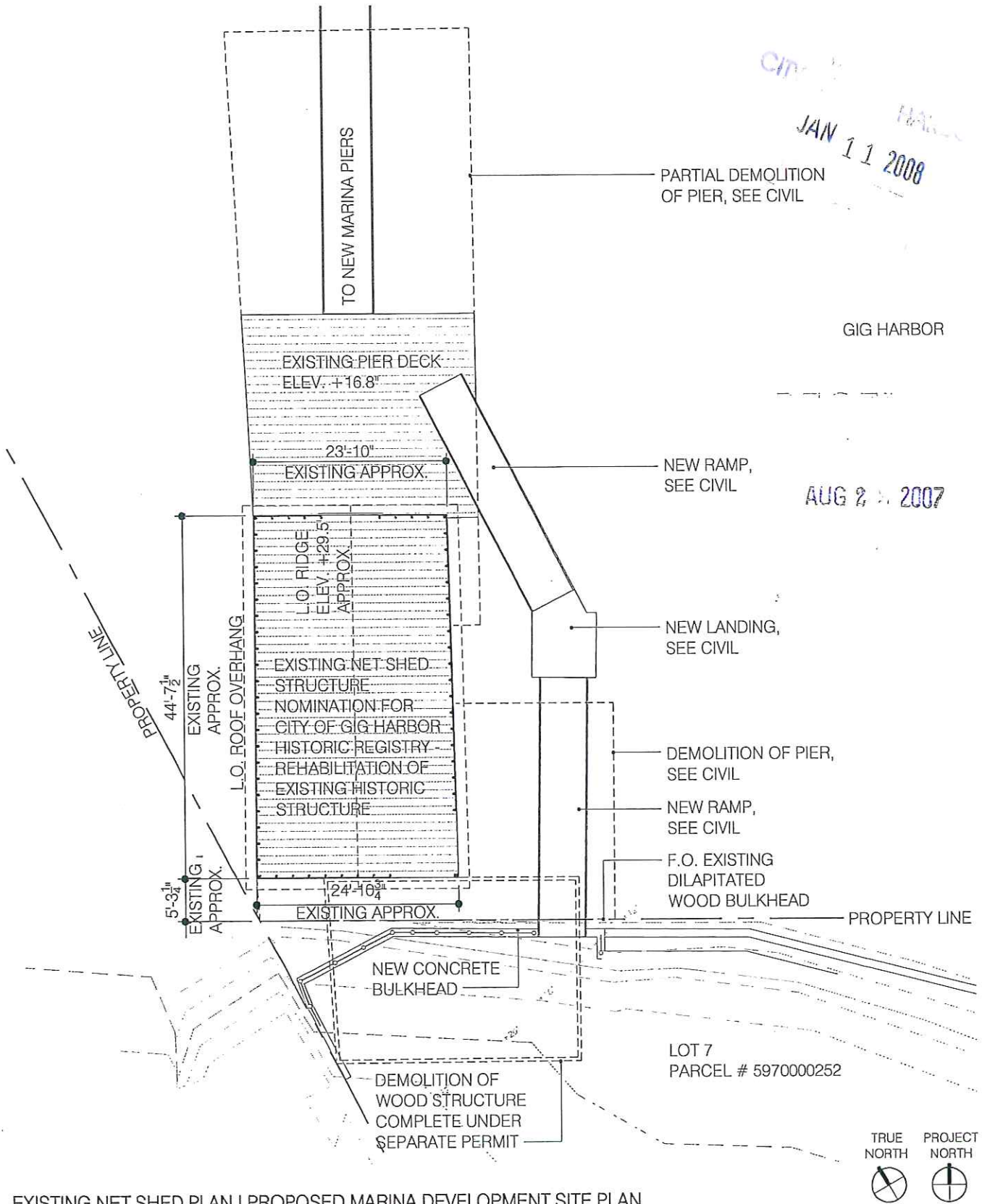


The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. The orthophotos may not align with other data. The County assumes no liability for variations ascertained by actual survey. All data is expressly provided AS IS and WITH ALL FAULTS. The County makes no warranty of fitness for a particular purpose.

CITY OF GIG HARBOR
 JAN 11 2008

GIG HARBOR

AUG 2 2007



EXISTING NET SHED PLAN | PROPOSED MARINA DEVELOPMENT SITE PLAN

1/8" = 1'-0"

gig harbor - net shed historic registry nomination

22 august 2007

workshop for architecture + design
 911 western avenue | suite 215
 seattle, wa 98104
 206.903.5414 t | 206.903.5412 f



Subject: Andrews History Group
Consultants Contract for a Historic Resource
Survey of the Downtown/Millville District

Proposed Council Action: Authorize the
Mayor on behalf of Council to approve the
Consultants Agreement with Andrews
History Group for the Downtown/Millville
District Inventory Project

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton
Historic Preservation Coordinator

For Agenda of: March 10, 2008

Exhibits: Andrews History Group Proposal and
Consultants Agreement

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Handwritten initials and dates: CLH 2/29/08, RDK 2/29/08, CA 2/28/08, DP 2/29/08

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and values: \$ 26,000, \$36,000, \$ -0-

INFORMATION / BACKGROUND

Every year, the Washington State Department of Archaeology and Historic Preservation (DHAP) provides federal pass-through grants to local certified governments (CLG) for preservation projects. In 2007, DAHP approved the City's request for funding to complete a Historic Resource Inventory for the Downtown / Millville District. The survey area is located within (boundaries): West: Stinson / South: Pioneer / Northeast: Harborview / Southwest: Edwards. The project will include public meetings, establish a historic resource methodology (by year, style, historic relevance or location), refine our citywide historic district boundaries, create 180 subject property inventory forms, a map, a database and define the architectural styles in the Millville neighborhood. The survey will provide a systematic examination and analysis of historic structures that will be used to refine the City's historic district boundaries and architectural styles that represent the Millville Neighborhood. (This is an inventory only and once listed, does not obligate the property owner in any way.) In response to an RFP, three consultants applied. All were interviewed and Andrews History Group was chosen.

FISCAL CONSIDERATION

The grant amount from DAHP is \$13,000. The city approved \$13,000 as match in 2007. The total project cost is \$26,000.

BOARD OR COMMITTEE RECOMMENDATION

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

RECOMMENDATION / MOTION

Move to: Authorize the consultants agreement with Andrews History Group to complete the City of Gig Harbor Downtown/Millville District Inventory Project. (Begin date Mar 2008 - Completion Aug 2008)

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
Andrews History Group**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and **Andrews History Group**, a sole proprietorship organized under the laws of the State of **Washington** located and doing business at **3035 14th West, Suite 6, Seattle, WA** (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in **Historic Resource Survey of the Downtown/Millville District** 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 12, 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-six thousand dollars (\$26,000.00)** 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 – Section V. Budget**. 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 **August 30, 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:

Andrews History Group

ATTN: Mildred L. Andrews, President
3035 14th West, Suite 6
Seattle, WA 98119
(253) 272-2248

City of Gig Harbor

ATTN: Lita Dawn Stanton
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 President

By: _____
Mayor

Notices to be sent to:

Andrews History Group
ATTN: Mildred L. Andrews, President
3035 14th West, Suite 6
Seattle, WA 98119
(206) 524-1426

City of Gig Harbor
ATTN: Lita Dawn Stanton
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

PROPOSAL SUBMISSION FORM

Request for Gig Harbor Historic Resources Inventory

To:
Attn: Lita Dawn Stanton
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

The undersigned, having carefully read and considered the Request for Proposal to provide a **Historic Resources Inventory** for the City, does hereby offer to perform such services on behalf of the City, in the manner described and subject to the terms and conditions set forth in the attached proposal. Services will be performed at the rates set forth in said proposal.

PROPOSER

Company Name: Andrews History Group

Doing business as: an individual a partnership a corporation

duly organized under the laws of the State of Washington

by: Mildred T. Andrews Mildred T. Andrews
signature of authorized representative type or print name

PRINCIPLE OFFICE ADDRESS

Street address 3035 14th W, Suite 6

City Seattle County King

State WA Zip Code 98119 Telephone (206) 524 1426

E-mail Address gemilee@msn.com Fax (206) 524 1426

TAXPAYER IDENTIFICATION NUMBER

Employer I.D. No. _____ OR Social Security No. 537-38-4464
Corporation or partnership individual

ALL PROPOSALS MUST INCLUDE THIS COVER SHEET. IN ADDITION, THE PROPOSAL MUST CONTAIN ALL THE CONTENT AND EVALUATION REQUIREMENTS LISTED IN THIS BID PROPOSAL PACKAGE.

ANDREWS HISTORY GROUP

3035 14th West, Suite 6, Seattle, WA 98119

206.524.1426

gemilee@msn.com

Consent Agenda - 11

February 12, 2008

EXHIBIT A

City of Gig Harbor
Attn: Lita Dawn Stanton
Historic Preservation Coordinator
3510 Grandview Street
Gig Harbor, WA 98335

Dear Ms. Stanton:

On behalf of my colleague, Julie Koler, and myself, I am pleased to respond to your Request for Proposal for a survey and inventory of historic resources in Gig Harbor. Both Julie and I were delighted to meet you and to find that you share our enthusiasm for public education and outreach. It's the hallmark of all the projects we work on. And although we have a very tight timeframe within which to complete this project we think that the three of us together can do some exciting things to raise the profile of the City's budding program. We've had lots of ideas since we met with you and look forward to sharing them.

In addition to working with the citizens of Gig Harbor, Julie would like to engage the Design Review Board as much as possible in the project. We are major proponents of developing incentives for historic preservation - and Julie has been very successful in doing this in King County.

Finally, we can assure you that our work is thorough and comprehensive, and that we can complete the project within the proposed schedule and budget. I would serve as project manager and subcontract with Julie. We have attempted to keep our proposal short and succinct while providing you with the requested information. If you require a further breakdown of costs/tasks, or any additional information please let me know. If we are selected for an interview we will bring additional work samples, but I have enclosed one that Julie wrote many years ago for Anacortes which provides a good sample of what we would do for Gig Harbor - selected because of the similarities with your community.

Thank you for your consideration. We look forward to hearing from you!

Sincerely,



Mildred T. Andrews, Ph.D.
Principal

**PROPOSAL TO CITY OF GIG HARBOR
FOR
A SURVEY & INVENTORY OF HISTORIC RESOURCES**

I. Proposing Firm and Personnel:

Andrews History Group
3035 14th West, Suite 6
Seattle, WA 98119
206.524.1426 (phone)
206.524.1426 (fax)
gemilee@msn.com

Project Manager: Mildred T. Andrews, Ph.D.
Estimated total hours on project: 173

Preservation Planner: Julie M. Koler
Estimated total hours on project: 159

II. Relevant Background and Experience of Team:

Ms. Andrews and Ms. Koler meet the professional qualifications in 36 CFR 61, Appendix A. (Please see attached resumes for specifics of education and experience.) Andrews has worked in the field of historic preservation for over 15 years. She is a noted local historian having authored a number of books, historic context statements, local landmark nominations, and National Register of Historic Places registration forms. She has also conducted numerous historic resource survey and inventory projects.

Ms. Koler has worked in the field of historic preservation for over 27 years. Her experience ranges from survey and inventory projects to development and implementation of public information and advocacy strategies, and from local ordinance development to preparation of National Register nominations. She has extensive experience working with community groups to develop and implement local preservation programs. She has designed advocacy plans for saving threatened resources, and trained many budding preservation commissioners, students and property owners in the tools and techniques of preservation work.

Since 1989, Koler has managed the King County Historic Preservation Program, including developing and managing programs in 16 of the county's suburban cities. Restoring and enhancing historic main streets and residential

neighborhoods has been the primary focus of her work in the cities, including identification, evaluation and enhancement of historic buildings, development of education programs/materials, financial incentives to encourage and support restoration, workshops, and charettes.

Andrews and Koler have partnered on several projects that relate closely to the Gig Harbor project including documentation and evaluation of the Mukilteo Lighthouse complex (involving research in maritime history), development of a preservation plan for downtown Everett (currently underway), and the recently completed survey and inventory of "Old Town" Anacortes. In addition, Koler has worked with local archives while researching the history and evaluating significance of the Eden Boatworks.

In these and other projects, community involvement and public education have been critical components of the work. The team's first project together was in Enumclaw, Washington. The project was planned to emphasize public education about the value of preserving the city's historic business district. Andrews and Koler met with the mayor, city council, city planners, leaders of local public art and history groups, the superintendent of public schools, the editor of the local newspaper, and other interested citizens to engage them in the project.

Subsequently, Andrews nominated a downtown building to the National Register of Historic Places, and worked with a public artist and an educator to develop and implement a high school curriculum unit, where drafting students created designs for architecturally appropriate improvements to downtown properties. When the students presented their projects to the City Council, property owners and community members packed the chambers and public television broadcasted the event. This is the type of interest and participation that the team would work to generate in Gig Harbor.

III. Project Tasks and Deliverables:

The consultant team will conduct an intensive level survey of the City of Gig Harbor downtown in and around the Millville District to document historic buildings, structures, and sites built before 1964. Up to 200 properties will be inventoried. If the number of eligible properties in the study area exceeds 200, excess properties will be mapped and their locational data entered into the database. The survey and inventory will meet the standards and guidelines established by the State Department of Archaeology and Historic Preservation (DAHP) for this type of project.

Products will include:

- Historic Context Statement (geographically based & chronological – see sample) submitted in hardcopy

- Approximately 180 to 200 completed inventory forms per DAHP standards and including determination of eligibility for local landmark designation
- CD ROM of exported inventory records and associated digital images (inventory database)
- List of all resources identified in the windshield survey
- Field map showing resources that were considered for inclusion in the survey with a notation for each indicating whether it was included or excluded and the reasons for doing so noted.
- Survey Report completed to DAHP standards and submitted in hardcopy and MS Word format (including detailed findings, preservation priorities and opportunities to be developed in consultation with DRB and/or staff)
- Prioritized list of properties that appear to meet eligibility criteria for local landmark designation and listing on the Washington State Register and the National Register of Historic Places
- Map of inventoried properties
- Minimum of two public meetings
- Historic Markers List and list of properties/route recommended for Historic Walking Tour

At a minimum the following sources will be consulted:

- Pierce County Office of Community Development. Pierce County Cultural Resource Inventory (Caroline Gallacci, May 1983)
- Pierce County tax assessor records
- Sanborn Fire Insurance maps
- Local histories
- Local informants and referrals
- Historic photographs, newspapers and other archival material available through city/county archives, public library, Harbor History Museum, and other sources

IV. Tasks and Timeline

*Phase I: Initial Research//Resource Identification/Public Outreach
March 6 – April 7, 2008*

Finalize contract and scope of work; conduct literature search; research and write historic context statement; conduct reconnaissance survey; shoot photographs; map resources; develop press releases; solicit/train volunteers; public meeting/photo workshop; identify/plan event associated with project for Historic Preservation Month in May (possibly move photo workshop to May depending on final scoping); identify title company and solicit donation/access to title records for surveyed properties

*Phase II: Property research & documentation/database entry/submit to DAHP
April 7 – May 23, 2008*

Compile tax assessor information; set up database; input locational data/property owner information; write physical descriptions; import photographs into database; conduct individual property research; draft survey report; assist or coordinate Historic Preservation Month event; submit draft forms and survey report to DAHP by May 23, 2008

*Phase III: Complete draft forms and report/evaluate properties/public mtg.
May 24, 2008 – July 18, 2008*

Complete property research and finalize statements of significance, forms, and context statement; meet with DRB/staff to evaluate properties; develop recommendations; draft final report; mail forms to property owners for review; prepare press releases and hold open house for property owners to discuss findings/next steps; submit second draft of forms and report to DAHP on July 18, 2008

*Phase IV: Finalize and submit forms & report/public meeting/powerpoint
July 19 – September 12, 2008*

Finalize all products and submit to City on August 20; prepare PowerPoint on project findings to present to City Council, neighborhood groups etc.; hold public meeting to disseminate project findings

V. Budget

Billing rate for Ms. Andrews and Ms. Koler is \$75.00 per hour, inclusive of base hourly rate, overhead (15%) and profit (8%).

Andrews (173 hrs):	\$12,987.00
Koler (159 hrs):	\$11,987.00

Materials/Supplies/Equipment:

Photocopies (1000 @ \$0.05):	\$50.00
Mileage (1360 @ \$0.48):	\$720.00
Postage (\$0.41 @ 600 pieces):	\$246.00

TOTAL: \$25,990.00

VI. Tasks and estimated hours for team members:

	ANDREWS	KOLER
• Literature Search		8
• Context Statement	50	5
• Reconnaissance Survey	32	32
• Public meeting/recruit volunteers		6
• Volunteer training	3	3
• Photograph resources*		8
• Set up database, enter Tax Assessor information, map resources		24
• Individual property research – Sanborn Maps, Pierce Co. Assessor’s records, etc*	40	
• Physical descriptions/statements of sig.		50
• Import digital images into forms	20	
• Property Evaluation		10
• Survey report		20
• Identify/recommend properties for walking tour, and Historic Markers List		4
• Mailing to property owners	2	
• Property Owner Meeting		3
• Council Meeting		3

*Denotes task that can readily be done by volunteers

References:

- Leonard Garfield, Executive Director, Museum of History and Industry
206.324.1685, ext. 32. (Koler and Andrews)
- Lynn Larson, Larson Anthropological and Archaeological Services
253.225.1240 (Koler)
- Karen Marshall, Chair, Anacortes Historic Preservation Board
360.421.2340 (Koler and Andrews)
- Meredith Wirsching, Principal, Clark Design Group PLLC
206.782.8208 (Andrews)

JULIE M.KOLER
Cultural Resources Specialist
719 Federal Avenue E
Seattle, Washington 98102
206.999.2383
julie.koler@kingcounty.gov

PROFESSIONAL EXPERIENCE

Ms. Koler brings over 25 years of experience to managing and conducting a full range of cultural resources programs in the Western United States. In particular, she has planned and supervised projects implementing requirements of Section 106 of the National Historic Preservation Act in conjunction with NEPA/SEPA, FHWA/DOT 4(f), and COE 404 permitting processes. She brings a wealth of experience in conducting large programs for site identification, impact assessment, and impact mitigation under state, federal and local laws and regulations.

*1/89 - Present King County Office of Business Relations & Economic Development
Historic Preservation Program, Seattle, Washington.
Position: Historic Preservation Officer*

Responsible for management of countywide Historic Preservation Program. Coordinate nine-member volunteer Landmarks Commission and manage staff of three professionals; prepare budget requests; coordinate County's historic preservation efforts with other governmental agencies, departments; oversee administration of landmark restoration loan program, two special tax programs for landmark properties, and countywide planning efforts for cultural resources, including review of NEPA/SEPA, FHWA/DOT 4(f), and a variety of related local preservation regulatory laws/processes.

*1/89-Present Koler & Associates, Seattle, Washington
Cultural Resources Specialist*

Conduct research, documentation and analysis for wide array of historic preservation projects funded through public and private sources. Representative projects include survey and inventory of historic resources in communities throughout Oregon and Washington, including identification, research and evaluation of properties for inclusion in local landmark registers, Statewide Inventory of Historic Sites, and National Register of Historic Places; implementation of requirements of Section 106 of the National Historic Preservation Act in conjunction with NEPA/SEPA, FHWA/DOT 4(f), and COE 404 permitting processes.

Resume

Page Two

4/04 – 6/06 *Larson Anthropological and Archaeological Services, Ltd.*
Position: Architectural Historian

Conduct research, documentation and evaluation of historic properties in fulfillment of requirements of Section 106 of the National Historic Preservation Act in conjunction with NEPA/SEPA, FHWA/DOT 4(f), and COE 404 permitting processes.

4/85-10/88 *Koler/Morrison Planning Consultants, Portland, OR*
Partner

Worked with local jurisdictions throughout Oregon and Washington to develop and implement historic preservation programs, including technical assistance to local landmark commissions and other special interest groups; advice and assistance to property owners regarding tax act information and procedures; production of complex written material including local preservation ordinances and related zoning and building codes; development and coordination of workshops on current issues in cultural resource management for professionals in field.

4/83-3/85 *U.S. Fish and Wildlife Service, Portland, Oregon*
Position: Cultural Resource Specialist

Provided technical assistance on cultural resource matters to Federal wildlife refuge staff located in the states of Oregon, California, Nevada, Idaho, Washington, and Hawaii. Prepared and reviewed nominations to the National Register of Historic Places. Assisted in maintaining the inventory of cultural resources properties on all refuges in the Northwest Region requiring protection or maintenance. Prepared formal determinations of eligibility for historic properties, reviewed environmental impact statements and related planning documents concerning cultural resources for adequacy. Monitored agency compliance with Section 106 review process.

10/81-2/83 *City of Portland, Bureau of Planning, Portland, Oregon*
Position: Research Assistant

Assisted in citywide inventory of historic resources. Researched, photographed and evaluated properties for inclusion in the City of Portland Historic Resource Inventory. Participated in development of standardized vocabulary of architectural terms and styles.

EDUCATION

M.A., Public History, 1982, Portland State University, Portland, Oregon (coursework completed).

B.A., History-American Studies (with emphasis in architectural history), 1977, Whitman College, Walla Walla, Washington.

Résumé

MILDRED TANNER ANDREWS

3035 Fourteenth Avenue West, #6

Seattle, Washington 98119

Phone: 206.524.1426 gemilee@msn.com

PROFESSIONAL EXPERIENCE

Mildred Andrews, Ph.D., is a Northwest social historian and historic preservationist with more than 25 years experience in research, writing, publishing, curating exhibitions, oral history projects, education, and cultural resource management. Her award-winning work evokes a strong sense of place, bringing to light stories of people, organizations, communities, buildings, and landscapes in the context of the growth and development of the region.

*1982 – Present Andrews History Group, Seattle Washington
History and Historic Preservation Services*

Representative products include: published books and articles; curriculum guides; exhibitions of historic photographs; oral history collections; cultural resource management, including surveys and inventories of historic resources, nominations of properties to the National Register of Historic Places and to state and local landmark registers, and applications for local and federal historic preservation tax credits. Services have included: planning and managing projects; working with boards and stakeholders; supervising paid staff and volunteers; grant writing and budget management; public speaking; and more

SELECTED PROJECTS

*2007 – Present R. C. Hedreen, Inc., Seattle
Position: Historic Preservation Consultant*

Research and write proposal to nominate the Central Terminal/Greyhound Building as a City of Seattle landmark. (This was one of several buildings that, per City Council requirements, must be reviewed for its historic viability and for consideration as a city landmark.)

*2007 – Present Anacortes Historic Preservation Board, City of Anacortes
Position: Historic Preservation Consultant*

Partner with Julie M. Koler to conduct a reconnaissance level survey of 100 buildings and sites 50 years of age and older in the “Old Town” Neighborhood; report to Anacortes City Council, and submit survey report to Washington State Department of Archaeology and Historic Preservation.

2005 – Present *Clark Design Group, PLLC*

Position: Historic Preservation Specialist

Research the histories of select downtown Seattle buildings to prepare local, state and federal landmark nominations and applications for historic preservation tax credits.

2005-2006

*State of Washington, Washington State Historical Society,
Women's History Consortium*

Position: Oral Historian

Conduct oral history project with well-researched, high quality recordings in accordance with the Oral History Association Principles and Standards. Interview 25 Washington women, half of them pro-ERA (Equal Rights Amendment) and half anti-ERA, who were involved in the 1977 Ellensburg and Houston International Women's Year Conferences; edit transcriptions (ca. 450 pages). Write project introduction for web site.

2001 – Present

Goodman Real Estate, Inc.

Position: Historic Preservation Specialist

Research and evaluate select downtown Seattle buildings to determine their potential for inclusion in the city landmarks register, Statewide Inventory of Historic Sites, and National Register of Historic Places. Write landmark nominations. Prepare applications for local and federal historic preservation tax credits. Research and make recommendations for other tax incentives, including low income housing credits and Section 106 of the National Register of Historic Places.

1998 – 2005

Pioneer Square Community Association

Position: History Project Director

Served as editor and lead historian for 200-page book, published by University of Washington Press; curated companion photographic exhibits; organized and participated in related lecture/discussion series; raised funds and managed grants; trained volunteers.

2003 – 2005

*4Culture King County Cultural Development Authority
in partnership with Seattle Public Schools Salmon Bay
Alternative School*

Position: Women's History Curriculum Consultant

Developed and field-tested curriculum guide for King County Women's History.

1998 – 2002

HistoryLink

Position: Women's History Editor/Author

Wrote some 40 essays for historylink.org, a comprehensive Website for Washington State history. Served on editorial team.

1995 – 2000

King County Historic Preservation Program

Position: Cultural Resource Management Consultant

Conducted research and worked with volunteers to produce historic surveys, inventories, a context statement documenting Asian-American legacies in the White River Valley,

and landmark nominations, including the valley's sole remaining Japanese bathhouse. Wrote Proposal to Establish King County Heritage Corridor Program, accepted by Department of Transportation, Roads Services Division.

1994 – 1999 *REM Photographic Heritage Team*
 Position: Historian

Collaborated with historic photography professional and museologist to conduct workshops on interpretation, use, and preservation of historic photographs. Organized "photo shoots," where people brought their images for copying to help local museums build their collections. Trained volunteers to record related data and and stories.

1990 - 1998 *Gemil Press*
 Position: Partner

Published and designed regional history books. Produced touring historic photographic exhibitions on portable display system.

1995 – 1999 *University of Washington*
 Position: Adjunct Faculty

Taught classes in the History and Women Studies Departments and in the Extension school's non-credit Family History Certificate Program.

1995 – 1998 *Mutual of Enumclaw Insurance Company*
 Position: Historian

Researched and wrote centennial history book.

1997 – 1998 *City of Enumclaw and King County Landmarks Commission*
 Position: Cultural Resource Management Consultant

Produced context statement, survey and inventory of historic downtown business district. Project included presentations to City Council and meetings with public school classes and community groups.

1986 – 1995 *Washington State Historical Society, Heritage Resource Center*
 Position: Conference Coordinator/Lecturer

Coordinated annual Northwest women's history conferences. Conducted workshops on oral history and on preservation and use of historic photographs.

1994 – 1995 *Auburn School District*
 Position: Historian

Researched and wrote centennial history book; conducted oral history training for high school students, who volunteered to serve as research assistants.

1993 *Whatcom Museum of History and Art, Bellingham*
 Position: Guest Curator

Curated main gallery exhibit, Votes for Women: the Northwest Crusade.

1992 *Eastern Washington University, Cheney*
Position: Exhibit Curator
Curated of touring women's history exhibit, Crusaders for Better Lives.

1990 – 1992 *Washington Commission for the Humanities*
Position: Inquiring Mind Scholar
Traveled throughout the state to give presentations on Washington women's history.

1987 – 1989 *Junior League of Tacoma*
Position: Historian
Researched and wrote a book about legacies of Washington women; developed companion curriculum guide and touring photographic exhibition. Project was co-sponsored by the Washington State Centennial Commission. Worked with volunteer planners, editors, grant writers and publicists.

1985 – 1988 *Plymouth Congregational Church, Seattle*
Position: Historian
Researched and wrote 120th anniversary history book, 1985-88.

1980 – 1984 *YWCA of Seattle/King County*
Position: Historian
Organized archives and researched and wrote book about legacies of Seattle women's voluntary organizations; served on women's leadership conference planning committee.

EDUCATION

University of Washington, M.A., Ph.D., German and Comparative Literature
Washington State University, B.A., Foreign Languages and Education
Bonn University, Germany, DAAD Exchange Fellowship, Certificates

PUBLISHED BOOKS AND AWARDS

Pioneer Square: Seattle's Oldest Neighborhood, Editor. Seattle: University of Washington Press, 2005. 256 pages, 125 illustrations, bibliography, index.
Judge J.T. Ronald: Reflections Along the Wayside of Life, Editor. City of Shoreline: Shoreline Historical Museum, 2003. 253 pages, index.
A Century of Service: Mutual of Enumclaw Insurance Company. Enumclaw: MEIC, 1998. 205 pages, photographs, bibliography, index.
Auburn School District: the First 100 Years. Auburn: ASD Centennial Committee, 1996. 100 pages, photographs, bibliography, index.
Woman's Place: a Guide to Seattle and King County History. Seattle: Gemil Press, 1994. 344 pages, maps, photographs, index. Recipient of 1994 award for best publication from Association of King County Historical Organizations.
Washington Women as Path Breakers. Dubuque, Iowa: Kendall/Hunt; Junior League of Tacoma, 1989. 176 pages, photographs, bibliography, index, and companion curriculum guide. An official State Centennial project.

Seeking to Serve: the Legacy of Seattle's Plymouth Congregational Church.
Dubuque, Iowa: Kendall/Hunt; Seattle's Plymouth Congregational
Church, 1988. 240 pages, photographs, bibliography, index. Recipient of
1988 Fagley Award from the Congregational/Christian Historical Society
Seattle Women: a Legacy of Community Development, 1851-1920. Seattle:
YWCA of Seattle/King County, 1984. 66 pages, photographs, index.
with B. J. Krivanek, *Pioneer Square: Public Arts + Legends Program.* Seattle:
Seattle Arts Commission, 2001.



Subject: Wetland Review Consultant Services - First Contract Amendment

**Proposed Council Action:
Approve contract with Grette Associates LLC**

Dept. Origin: Planning

Prepared by: Tom Dolan *Tom*

For Agenda of: March 10, 2008

Exhibits: Contract

Initial & Date

Concurred by Mayor:

Approved by City Administrator: *RJK 3/3/08*

Approved as to form by City Atty: *CAM 3/3/08*

Approved by Finance Director: *N/A*

Approved by Department Head: *TD 2/28/08*

Expenditure Required	0 <i>see below</i>	Amount Budgeted	0 <i>see below</i>	Appropriation Required	0 <i>see below</i>
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INFORMATION / BACKGROUND

This is the first amendment to an original contract with Grette Associates to provide 3rd party review of wetland reports. The City currently does not have an employee with the expertise to review and comment on wetland reports and wetland mitigation proposals submitted in connection with land use permits. Grette Associates LLC is an established company with a local office (Tacoma) that can provide thorough and timely review of wetland projects submitted to the City. The original contract with Grette to perform this work was for \$20,000 and was approved in September of 2007. It is anticipated that this contract for \$75,000 should be sufficient for the remainder of 2008. Grette has prepared several 3rd party reviews of projects to date. The work performed by Grette has been timely and accurate.

FISCAL CONSIDERATION

Project applicants fully fund the review performed by Gretty Associates. As such, there are no costs to the City associated with the work performed by Grette.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve contract with Grette Associates LLC for on-call wetland permit review services.

**FIRST AMENDMENT TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
GRETTE ASSOCIATES**

THIS FIRST AMENDMENT is made to the AGREEMENT, dated September 10, 2007, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Grette Associates LLC, a limited Liability Company under the laws of the State of Washington, located and doing business at 151 South Worthen Street, Suite 101, Wenatchee, WA 98801 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City's wetland regulations require that wetland reports submitted by project applicants be reviewed for completeness and consistency with the City's ordinances in advance of permit issuance by the Community Development Department; and

WHEREAS, the City's wetland regulations further require that project applicants may be required to develop and implement wetland mitigation projects that require City monitoring; and

WHEREAS, the City desires that the Consultant perform third party wetland report review and monitoring as described herein; and

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

WHEREAS, on September 10, 2007 the City entered into a contract with the Consultant to have the Consultant perform the third party reviews of wetland reports and monitoring plans; and

WHEREAS, the Consultant has reviewed several wetland reports for the City in 2007 and has expended all of the \$20,000.00 called for in the original contract dated September 10, 2007; and

WHEREAS, the City desires that the consultant continue to review wetland reports submitted by project applicants in 2008 and has determined that the dollar amount of the original contract should be increased by \$75,000.00 to allow the Consultant to provide review services through December 31, 2008; and

WHEREAS, the City is fully reimbursed by project applicants for the total costs of the Consultants third party wetland report review such that no City funds are expended;

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

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

Section 2. **Amendment to Compensation.** Section II(A) of the Agreement is amended such that the City shall pay the Consultant an amount as described in **Exhibit B**, which shall not exceed Seventy Five Thousand Dollars (\$75,000.00). 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. This Amendment shall not modify any other of the remaining terms and conditions in Section II, which shall be in effect and fully enforceable.

Section 3. **Amendment to Duration of Work.** Section IV of the Agreement is amended to require the tasks described in **Exhibit A** to begin immediately upon execution of this Agreement.

Section 4. **Effectiveness of all Remaining Terms of Agreement.** All of the remaining terms and conditions of the Agreement between the parties shall be in effect and be fully enforceable by the parties. The Agreement shall be incorporated herein as if fully set forth, and become a part of the documents constituting the contract between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 20 day of February, 2008.

THE CITY OF GIG HARBOR

By: 
Grette Associates, LLC

By: _____
Mayor

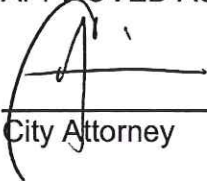
Notices to be sent to:

CONSULTANT:
Grette Associates, LLC
151 South Worthen Street
Suite 101
Wenatchee, WA 98801

CITY:
Tom Dolan
Planning Director
City of Gig Harbor
3510 Grandview St.
Gig Harbor, WA 98335

(253) 851-6170

APPROVED AS TO FORM:



City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF xxxxxx)

I certify that I know or have satisfactory evidence that Matthew Boyle 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 Principle of Crette & Assoc. Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2-20-08

Madeline C. Shafer-Halter

MADELINE C. SHAFER-HALTER
(print or type name)

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

Allyn, WA

My Commission expires: 5-23-09



STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

Exhibit "A"
SCOPE OF WORK AND PROCESS

1. Wetland Analysis Report Review and Wetland Monitoring Review
 - A. The Consultant will review Wetland Analysis Reports and Wetland Monitoring Reports submitted to the City for consistency with the Gig Harbor Municipal Code.
 - B. As part of the review, the Consultant shall field verify the findings in the reports.
 - C. The Consultants will forward the results of their review in written form to the City no later than 30 days from the date of receiving the reports.

Exhibit "B"

Fees

Grette Associates 2008 Rates		
Glenn Grette	Principal	165.00
Matthew Boyle	Principal	150.00
	Associates	120.00
David McCraney	Senior Project Manager	150.00
Jim Carsner	Biologist 5	108.00
Larry Lehman	Biologist 4	100.00
Scott Maharry, Ryan Walker, Melora Shelton, Jeremy Downs, Gretchen Coker	Biologist 3	95.00
Sarah Walker	Biologist 2	87.00
Jason Dirkse, Angela Dubois, Mike Layes, John Brewer	Biologist 1	82.00
Trina Pennington, Erin McIntyre, Tracy DeJong, Jeani Espinosa	Administrator	67.00
Joel Grette, Kelsey Kuhn	Field Assistant	48.00

ACORD. CERTIFICATE OF LIABILITY INSURANCE		OP ID SK GRETTE-1	DATE (MM/DD/YYYY) 08/31/07																				
PRODUCER Noyd & Noyd Ins. Agency, Inc. PO Box 1509 / 500 N. Wenatchee Wenatchee WA 98807 Phone: 509-662-2194 Fax: 509-664-6786		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.																					
INSURED Grette Associates LLC 151 S. Worthen St. Suite 101 Wenatchee WA 98801		INSURERS AFFORDING COVERAGE <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">INSURER A</td> <td style="width: 40%;">American States Insurance</td> <td style="width: 30%;">NAIC #</td> <td style="width: 10%;">19704</td> </tr> <tr> <td>INSURER B</td> <td>CNA</td> <td></td> <td></td> </tr> <tr> <td>INSURER C</td> <td></td> <td></td> <td></td> </tr> <tr> <td>INSURER D</td> <td></td> <td></td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> <td></td> <td></td> </tr> </table>		INSURER A	American States Insurance	NAIC #	19704	INSURER B	CNA			INSURER C				INSURER D				INSURER E			
INSURER A	American States Insurance	NAIC #	19704																				
INSURER B	CNA																						
INSURER C																							
INSURER D																							
INSURER E																							

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	02-CE-01973250	08/01/07	08/01/08	EACH OCCURRENCE \$ 1,000,000
					DAMAGE TO RENTED FROM SEES (EA occurrence) \$ 200,000
					MED EXP (Any new person) \$ 10,000
					PERSONAL & ADJ INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRE/AUTO <input checked="" type="checkbox"/> NON-OWNED AUTOS	02-CE-01973250	08/01/07	08/01/08	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	02-CE-01973250 WA STOP GAP	08/01/07	08/01/08	<input type="checkbox"/> WA STATE TERTIARY LIMITS <input checked="" type="checkbox"/> OTHER
					EI EACH ACCIDENT \$ 1,000,000
					EI DISEASE - EA EMPLOYEE \$ 1,000,000
					EI DISEASE - POLICY LIMIT \$ 2,000,000
B	Professional Liab \$10,000 Deduct	EEA254072045	08/01/07	08/01/08	Per Claim \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is additional insured on the General Liability per form CG7635 (02/07) with regards to work performed by the named insured.

CERTIFICATE HOLDER CIOFGIG City of Gig Harbor Attn: Tom Dolan 3510 Grandview Street Gig Harbor WA 98335	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Michael E. Noyd
---	--



COMMERCIAL GENERAL LIABILITY
CG 76 35 02 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ADDITIONAL INSURED — BY WRITTEN CONTRACT, AGREEMENT OR PERMIT, OR SCHEDULE

The following paragraph is added to WHO IS AN INSURED (Section II):

- 4. Any person or organization shown in the Schedule or for whom you are required by written contract, agreement or permit to provide Insurance is an insured, subject to the following additional provisions:
 - a. The contract, agreement or permit must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
 - b. The person or organization added as an insured by this endorsement is an insured only to the extent you are held liable due to:
 - (1) The ownership, maintenance or use of that part of premises you own, rent,

lease or occupy, subject to the following additional provisions:

- (a) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you;
- (b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization added as an insured;
- (2) Your ongoing operations for that insured, whether the work is performed by you or for you;
- (3) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:
 - (a) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires;

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Copyright, Insurance Services, 2001

(b) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;

(4) Permits issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. The Insurance with respect to any architect, engineer, or surveyor added as an insured by this endorsement does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
- (2) Supervisory, inspection or engineering services.

d. This Insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

No coverage will be provided if, in the absence of this endorsement, no liability would be imposed by law on you. Coverage shall be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY

Exclusion g. of COVERAGE A (Section I) is replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".
- (6) An aircraft you do not own provided it is not operated by any insured.

TENANTS' PROPERTY DAMAGE LIABILITY

When a Damage To Premises Rented To You Limit is shown in the Declarations, Exclusion J. of Coverage A, Section I is replaced by the following:

J. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or

any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations, or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a side-track agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

Paragraph 6. of LIMITS OF INSURANCE (Section III) is replaced by the following:

- 6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You limit is the higher of the Each Occurrence Limit shown in the Declarations or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

WHO IS AN INSURED — MANAGERS

The following is added to Paragraph 2.a. of WHO IS AN INSURED (Section II):

Paragraph (1) does not apply to executive officers, or to managers at the supervisory level or above.

SUPPLEMENTARY PAYMENTS — COVERAGES A AND B — BAIL BONDS — TIME OFF FROM WORK

Paragraph 1.b. of SUPPLEMENTARY PAYMENTS — COVERAGES A AND B is replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph 1.d. of SUPPLEMENTARY PAYMENTS — COVERAGES A AND B is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

EMPLOYEES AS INSURED — HEALTH CARE SERVICES

Provision 2.a.(1)(d) of WHO IS AN INSURED (Section II) is deleted, unless excluded by separate endorsement.

EXTENDED COVERAGE FOR NEWLY ACQUIRED ORGANIZATIONS

Provision 3.a. of WHO IS AN INSURED (Section II) is replaced by the following:

- a. Coverage under this provision is afforded only until the end of the policy period.

EXTENDED "PROPERTY DAMAGE"

Exclusion a. of COVERAGE A (Section I) is replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

EXTENDED DEFINITION OF BODILY INJURY

Paragraph 3. of DEFINITIONS (Section V) is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

TRANSFER OF RIGHTS OF RECOVERY

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to a person or organization for whom you are required by written contract, agreement or permit to waive these rights of recovery.

AGGREGATE LIMITS OF INSURANCE — PER LOCATION

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (Section I), and for all medical expenses caused by accidents under COVERAGE C (Section I), which can be attributed only to operations at a single "location":

Paragraphs 2.a. and 2.b. of Limits of Insurance (Section III) apply separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is

interrupted only by a street, roadway, waterway, or right-of-way of a railroad.

INCREASED MEDICAL EXPENSE LIMIT

The Medical Expense Limit is amended to \$10,000.

KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

Knowledge of an "occurrence", claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to Paragraph 6. Representations of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

LIBERALIZATION CLAUSE

The following paragraph is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

10. If a revision to this Coverage Part, which would provide more coverage with no additional premium, becomes effective during the policy period in the state shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.



Subject: 2008 Skansie Ad Hoc Committee

Proposed Council Action: Authorize the Mayor's list of appointees to the 2008 Skansie Ad Hoc Planning Committee

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton
Special Projects

For Agenda of: March 10, 2008

Exhibits: List of Committee Members
Acceptance/Regret Letters

Initial & Date

Concurred by Mayor:

Approved by City Administrator: RDK 3/3/08

Approved as to form by City Atty: Cam 3/3/08

Approved by Finance Director: _____

Approved by Department Head: _____

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

INFORMATION / BACKGROUND

Skansie Brothers Park was purchased in 2002. In 2003, a Skansie Ad Hoc Committee was formed to consider future uses and development for the park. Since then, there have been additional proposed uses for the house, the netshed, Jerisich Dock (which with removal of the fence is now visually part of Skansie Park), and the grounds.

In January of 2008, Resolution No. 739 was approved to establish an Ad Hoc Planning Committee to review findings generated by the 2003 Committee and all other proposals for future development and uses in a public setting.

27 citizens applied. The following individuals were chosen:

John Moist	Main Street Board	Randy Babich	Fishermen's Club
Kathy Franklin	Downtown Business	Greg Lovrovich	Fishermen's Club
Tomi Kent Smith	Downtown Resident	Victoria Blackwell	Historic Preservationist
Dee Dee Holser	Downtown Resident	Jeane Dereby	Planning Commission
Marc Handelman	Member at Large		

FISCAL CONSIDERATION

none

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION / MOTION

Move to: Approve the Mayors List of appointees to the 2008 Skanise Ad Hoc Planning Committee

Skansie Ad Hoc Committee

NAME	CONTACT	DOWNTOWN BUSINESS	FISHERMENS CLUB (2)	PLANNING COMM	MAIN STREET BOARD	DOWNTOWN RESIDENT (2)	HISTORIC PRESERVATIONIST	MEMBER AT LARGE
John Moist		X			X			
David Seiwert	851-2387					X		
Tomi Kent Smith	857-0707							X
Marc Handelman	858-8003	X				X		
Linda Gair	380-7066	X						X
Kathy Franklin	278-4201		X					
Guy Hoppen	858-1985	X				X		
John McMillan	318-4811		X					X
Randy Babich	310-2489		X					
Paul Ancich	(360) 609-6765							
Robyn Dupuis (gone 4-1 to 5-2)	905-1668							
Jon Coulombe	858-6722						X	
Jennifer Kilmer / Victoria Blackwell	229-4837		X					
Gregg Lovrovich	851-6916							X
Jacqueline Hyde	851-5622							X
David Behrens	514-8029							
Gary Glein	858-6359					X		
Dee Dee Holser	858-6359					X		
Bruce Holser	(888) 999-2019							X
Tony Michaelson (phone calls:)								
Jim O'Donnell	857-9230							
Amy Barber	265-6145 / 530-1062							
Spencer Abersold	857-2648					X		
Mickey Donnan	857-2648					X		
Dick Schultz	265-2129							X
Bill Sehmel	732-5748							X
Jeanne Derreby (PC meeting)				X				

March 11, 2008

Dear _____ :

Thank you for applying for the Mayor's Skansie Ad-Hoc Committee. We had 27 citizens apply.

In order to ensure broad participation, all the applicants were divided into 7 main groups: a downtown business representative, 2 downtown residents, a Main Street board member, 2 members of the Commercial Fishermens Club, a historic preservationist, a member of the public at large and a member of the Planning Commission.

My objective for these meetings is to gain as much public input as possible, consider all uses and recommendations under discussion and to carefully review the previous Skansie Ad Hoc Committee report from 2003.

I am happy to inform you that you were chosen to be a member of the Committee. The kick-off meeting will be held at the Civic Center in meeting rooms A & B on Tuesday, March 18th at 6:00 PM. At that time we will determine a schedule for future meetings and go over tentative agenda items.

If you are unable to attend please contact Ian Ward at (253) 853-7634 or e-mail wardi@cityofgigharbor.net. We would also like your e-mail address so that we can circulate the meetings dates once they have been confirmed.

Again, thank you for your service to the community.

Sincerely,

Mayor Chuck Hunter

March 11, 2008

Dear _____ :

Thank you for applying for the Mayor's Skansie Ad-Hoc Committee. We had 27 citizens apply.

In order to ensure broad participation, all the applicants were divided into 7 main groups: a downtown business representative, 2 downtown residents, a Main Street board member, 2 members of the Commercial Fishermens Club, a historic preservationist, a member of the public at large and a member of the Planning Commission.

My objective for these meetings is to gain as much public input as possible, consider all uses and recommendations under discussion and to carefully review the previous Skansie Ad Hoc Committee report from 2003.

Although you were not chosen to be a member of the Committee, the importance of your presence at these meetings is very important. The kick-off meeting will be held at the Civic Center in meeting rooms A & B on Tuesday, March 18th at 6:00 PM. At that time we will determine a schedule for future meetings and go over tentative agenda items. We would like your e-mail address so that we can circulate the meetings dates once they have been confirmed. Please contact Ian Ward at wardi@cityofgigharbor.net

Thank you for your service to the community.

Sincerely,

Mayor Chuck Hunter



Subject: Consideration to approve a agreement with Pierce County to provide specialized police services on a per capita basis

Proposed Council Action: Approve the attached agreement

Dept. Origin: Police Department

Prepared by: Chief Mike Davis *MD#1*

For Agenda of: March 10, 2008

Exhibits: Report attached

Initial & Date

Concurred by Mayor:

Approved by City Administrator: *RJK 3/6*
Approved as to form by City Atty: *Cam 3/5/08*
Approved by Finance Director: *DP 3/6/08*
Approved by Department Head: *MD 3/5/08*

Expenditure	Amount	Appropriation	
Required	Budgeted	Required	0
\$6,927.80	\$6,927.80		

INFORMATION/BACKGROUND

The Gig Harbor Police Department would like to approve an agreement with the Pierce County Sheriff's Department (PCSD) allowing the use of their specialized units and personnel for serious and complex investigations. We recognize that the PCSD has a higher level of experience and expertise in dealing with homicides and other serious felony investigations. They also have a tremendous amount of resources and experience in dealing with critical incidents that may require the services of a Special Weapons and Tactics Team (SWAT).

POLICY CONSIDERATIONS

City Attorney Carol Morris has reviewed and approved the proposed Special Services Agreement.

FISCAL CONSIDERATIONS

We have chosen to access two specialized services provided by PCSD; Special Weapons and Tactics and Major Criminal Investigations. Using the per capita formulas on Exhibit "A" of the agreement and estimating the population of Gig Harbor at 6,700 people, we estimate that the charge for 2008 will be \$6,927.80 (SWAT- \$2,077.00, Investigations- \$4,495.70 and Forensics-\$355.10). Our current budget will support this allocation of funds.

RECOMMENDATION

I recommend that the Council approve the Special Services Agreement allowing the Gig Harbor Police Department to have access to specialized services provided by the PCSD.

**AGREEMENT
TO PROVIDE SPECIAL SERVICES
BY PIERCE COUNTY TO
THE CITY OF GIG HARBOR**

1. **DATE AND PARTIES:** This agreement is dated this 1st day of January, 2008 and is being entered into between the Pierce County Sheriff's Department, a department of Pierce County and the City of Gig Harbor, a municipal corporation organized under the laws of the State of Washington.

2. **PURPOSE OF AGREEMENT:** Both parties to this agreement have responsibility to provide police protection within their respective boundaries. Because the Pierce County Sheriff's Department may not have the available resources or ability to respond to calls within the City of Gig Harbor, the City is looking to have a greater assurance of a response when they have a need for certain specialized law enforcement services. The Pierce County Sheriff's Department has developed an expertise in certain areas of specialized response. The City recognizes that the expertise of Pierce County, and the Pierce County Sheriff's Department would be of benefit in such matters. In order to allow smaller cities and towns to take advantage of the expertise of Pierce County, the Pierce County Sheriff's Department is willing to provide certain services on a reimbursable basis. This agreement sets forth the respective rights and duties of each of the parties in the provision of these services.

3. **DUTIES/RESPONSIBILITIES OF PIERCE COUNTY SHERIFF:**
 - a. To provide access to the following areas of service as may be required within the City.
 - 1) Criminal Investigations
 - 2) Canine (K-9), Pierce County K-9 only
 - 3) Hazardous Devices (Bomb Squad)
 - 4) Clandestine Laboratory (Meth Labs)
 - 5) Special Weapons and Tactics (SWAT)
 - 6) Marine Services Unit/Dive Team
 - b. To provide a timely response for the service requested.
 - c. To provide all necessary personnel and command.
 - d. To provide all needed and necessary equipment for the response.
 - e. To handle the call to completion, to include all necessary reports testimony or other follow-up.
 - f. To provide a full and complete invoice on all services, personnel and equipment utilized hereunder.

4. **DUTIES/RESPONSIBILITIES OF CITY:**
 - a. To provide a contact person of command level to act as liaison between the two contracting agencies.
 - b. To provide traffic control or other perimeter security as may be required.
 - c. To provide schematics, floor plans or other items of information which may be required as part of a response.



Subject: Consideration to approve a agreement with Pierce County to provide specialized police services on a per capita basis

Proposed Council Action: Approve the attached agreement

Dept. Origin: Police Department

Prepared by: Chief Mike Davis *MD#1*

For Agenda of: March 10, 2008

Exhibits: Report attached

Initial & Date

Concurred by Mayor:

Approved by City Administrator: *RJK 3/6*

Approved as to form by City Atty: *Cam 3/5/08*

Approved by Finance Director: *DP 3/6/08*

Approved by Department Head: *MD 3/5/08*

Expenditure Required	\$6,927.80	Amount Budgeted	\$6,927.80	Appropriation Required	0
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INFORMATION/BACKGROUND

The Gig Harbor Police Department would like to approve an agreement with the Pierce County Sheriff's Department (PCSD) allowing the use of their specialized units and personnel for serious and complex investigations. We recognize that the PCSD has a higher level of experience and expertise in dealing with homicides and other serious felony investigations. They also have a tremendous amount of resources and experience in dealing with critical incidents that may require the services of a Special Weapons and Tactics Team (SWAT).

POLICY CONSIDERATIONS

City Attorney Carol Morris has reviewed and approved the proposed Special Services Agreement.

FISCAL CONSIDERATIONS

We have chosen to access two specialized services provided by PCSD; Special Weapons and Tactics and Major Criminal Investigations. Using the per capita formulas on Exhibit "A" of the agreement and estimating the population of Gig Harbor at 6,700 people, we estimate that the charge for 2008 will be \$6,927.80 (SWAT- \$2,077.00, Investigations- \$4,495.70 and Forensics-\$355.10). Our current budget will support this allocation of funds.

RECOMMENDATION

I recommend that the Council approve the Special Services Agreement allowing the Gig Harbor Police Department to have access to specialized services provided by the PCSD.

**AGREEMENT
TO PROVIDE SPECIAL SERVICES
BY PIERCE COUNTY TO
THE CITY OF GIG HARBOR**

1. **DATE AND PARTIES:** This agreement is dated this 1st day of January, 2008 and is being entered into between the Pierce County Sheriff's Department, a department of Pierce County and the City of Gig Harbor, a municipal corporation organized under the laws of the State of Washington.

2. **PURPOSE OF AGREEMENT:** Both parties to this agreement have responsibility to provide police protection within their respective boundaries. Because the Pierce County Sheriff's Department may not have the available resources or ability to respond to calls within the City of Gig Harbor, the City is looking to have a greater assurance of a response when they have a need for certain specialized law enforcement services. The Pierce County Sheriff's Department has developed an expertise in certain areas of specialized response. The City recognizes that the expertise of Pierce County, and the Pierce County Sheriff's Department would be of benefit in such matters. In order to allow smaller cities and towns to take advantage of the expertise of Pierce County, the Pierce County Sheriff's Department is willing to provide certain services on a reimbursable basis. This agreement sets forth the respective rights and duties of each of the parties in the provision of these services.

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 - 1) Criminal Investigations
 - 2) Canine (K-9), Pierce County K-9 only
 - 3) Hazardous Devices (Bomb Squad)
 - 4) Clandestine Laboratory (Meth Labs)
 - 5) Special Weapons and Tactics (SWAT)
 - 6) Marine Services Unit/Dive Team
 - b. To provide a timely response for the service requested.
 - c. To provide all necessary personnel and command.
 - d. To provide all needed and necessary equipment for the response.
 - e. To handle the call to completion, to include all necessary reports testimony or other follow-up.
 - f. To provide a full and complete invoice on all services, personnel and equipment utilized hereunder.

4. **DUTIES/RESPONSIBILITIES OF CITY:**
 - a. To provide a contact person of command level to act as liaison between the two contracting agencies.
 - b. To provide traffic control or other perimeter security as may be required.
 - c. To provide schematics, floor plans or other items of information which may be required as part of a response.

- d. To allow training at sites within the City as may be desired by the County to assure knowledgeable response.
- e. To provide reimbursement hereunder for the services rendered.

5. JOINT RESPONSIBILITIES:

- a. To provide joint law enforcement response as necessary to keep and restore the peace.
- b. To timely complete and submit all necessary reports, documents and other needed information for any law enforcement or prosecution need.
- c. To mutually cooperate to assure the success of any and all law enforcement missions.

6. PAYMENT:

The City shall reimburse the County in any of the following fashions:

- a) **Per Capita Payment:** The City shall pay a sum, as outlined in Exhibit A, which is attached hereto and made a part hereof, which shall be that cost which is multiplied by the population of the City. This cost shall be the cost irrespective of the number or duration of the calls answered.
- b) **Cost Per Response:** The City shall pay a sum based upon the hourly rate or incident rate as outlined in Exhibit A, which is attached hereto and made a part hereof, which shall be that cost multiplied by the hours expended. Those items which are indicated as a per incident response will be paid irrespective of the time needed to resolve the matter.

If the matter is being charged on an hourly basis, then the time shall commence on the time such services are requested by the City and shall end at such time as when the scene is secured or the need for services is terminated. The need for services shall include whatever reasonable time is necessary for the completion of paperwork; reports, interviews or other necessary follow up work. All accountings of time by the County shall be in increments of 30 minutes (half-hours).

c. Mixed Costing:

The City shall have the right to elect to reimburse the County on a per capita cost as to some services and a cost per response as to other services. Such election must be made in advance, in writing, in order to be an effective choice of payment method.

- d. **Default Costing:** In the event that the City has not selected a payment method for any service provided hereunder and the City shall make a request for service from the County, the City shall reimburse to the County a sum based upon the Cost Per Response basis as set forth above.

Election of Costing: The City has selected the following costing methods for the following services. The costs are set forth in Exhibit A, which is attached hereto and made a part hereof. If a service is not selected, it will not be provided absent a separate

request and it will be charged in accordance with the Default Costing paragraph. Rates are for the year 2008 and are attached in Exhibit A.

SWAT, Per Incident: (check box) or
SWAT, Per Capita (check box)
INVESTIGATIONS:
Per Capita: Detective (check box)
Per Capita: Forensics (check box)

All other services are provided at no charge as indicated in Exhibit "A", as long as the City is under contract for specialized services.

7. SERVICE DESCRIPTIONS:

- a. Major Crime Investigation Services: Investigative services are those which consist of general criminal investigation done by Detectives, often in conjunction with Forensic trained individuals. Crimes, which are typically investigated in this manner, are homicides, sexual assaults, fraud, theft, burglary, and narcotics (this list is illustrative only). All of such investigations will be fully supported by crime scene analysis, crime laboratory, polygraph, identifications, evidence control, Automatic Fingerprint Identification System (AFIS) and any other technology then in the possession of the Sheriff.

In those instances where Major Crime investigation is selected to be billed on a per capita basis, the crimes to be investigated will typically be homicides and assaults which involve serious bodily injury or the possibility of death unless otherwise agreed by County.

- b. Canine (K-9) Services:
Canine services shall be the services of a trained canine and handler. The canine response may be for narcotics or general need and should be specified, as it will indicate the deployment needed.
- c. Hazardous Devices (Bomb Squad):
This service will include the Hazardous Device team and will typically be a multi-officer response (for officer safety reasons). The team will have an explosive specialist and shall provide all necessary and required equipment to deal with the threat.
- d. Clandestine Laboratory Team (Meth Lab):
This response will typically include a multi-officer response (for officer safety reasons). The team will do all things necessary to facilitate the safe and timely removal of hazardous materials.
- e. Special Weapons and Tactics (SWAT): This response shall be in the nature of a team response, which may call for a variety of disciplines (negotiators, sharpshooters, snipers, entry, and others). Each SWAT call response is made as a

team and each call is staffed as a team. The team, and each member, is responsible to the success of every SWAT mission.

- f. Forensic Investigator: This response shall include a fully trained Forensics Investigator who shall have the ability and training to take photographs, measurements and document other important physical evidence, to obtain and process fingerprints, to utilize all technology available to the Forensics Investigator and to do all other services and procedures to assist in the processing of a crime scene or subject.
- g. Internal Affairs Investigations: This service shall involve a member of the Sheriff's Department of not lower than the rank of Lieutenant who shall perform any matter involving an "Internal Affairs" complaint or investigation. The investigator will be trained in investigating such matters and will take care of issues such as issuing "Garrity" rights and providing for other issues of due process, etc. which are required for administration to police officers by law, contract, etc. Such services may include the services of a polygrapher if needed.
- i. Marine Services/SCUBA:
This service shall involve Deputies and other personnel who are trained in areas of marine rescue or SCUBA techniques, including rescue. This response may include a response with vessels or other watercraft and will typically include a response with multiple personnel for issues of safety and response.

8. INDEMNITY AND HOLD HARMLESS:

The County shall defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the COUNTY, its officers, employees, or agents associated with this agreement. In executing this agreement, the COUNTY does not assume liability or responsibility for or release the CITY from any liability or responsibility to the extent that such liability or responsibility arises from the existence or effect of CITY ordinances, rules, regulations, resolutions, customs, policies or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such CITY ordinance, rules, regulation, resolution, custom, policy or practice is at issue, the CITY shall defend the same at its sole expense and if judgment is entered or damages awarded against the CITY, the COUNTY, or both, the CITY shall satisfy the same, including all chargeable costs and attorney's fees.

The CITY shall defend, indemnify and save harmless the COUNTY, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, resulting from the acts or omissions of the CITY, its officers, employees or agents associated with this agreement. In executing this agreement, the CITY does not assume liability or responsibility for or release the COUNTY from any liability or responsibility to the extent that such liability or responsibility arises from the existence or effect of COUNTY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any: cause, claim, suit, action or administrative proceeding is commenced which the enforceability and/or validity of any such COUNTY

ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the COUNTY shall defend the same at its sole expense and judgment is entered or damages are awarded against the COUNTY, the CITY, or both, the COUNTY shall satisfy the same, including chargeable costs and attorney's fees.

9. **MODIFICATION:** The parties may amend, modify, or supplement this agreement only by written agreement executed by the parties hereto.
10. **MERGER:** This agreement merges and supersedes all prior negotiations, representations and/or agreements between the parties relating to the subject matter of this agreement and constitutes the entire contract of the parties.
11. **TERM OF AGREEMENT:** This AGREEMENT SHALL BE IN FORCE FOR ONE (1) YEAR FROM ITS MAKING and shall be automatically extended on the anniversary date thereafter unless the parties have provided notice of intent to abandon the agreement. If either of the parties desire to terminate the relationship created by this agreement, then they must provide not less than ninety- (90) days written notice to the other party.
12. **OPERATIONAL ISSUES:** Both parties recognize that any response may have many serious operational matters, which attend each individual call. These issues are separately covered in a separate Memorandum of Understanding which is attached hereto and which involves issues such as; criteria for mobilization of the SWAT Team, authority to determine size of response, handling of media, SWAT command, miscellaneous cost due to damage, cost of meals, etc.
13. **INDEPENDENT CONTRACTOR:** Pierce County, when providing the special services contemplated by the terms of this agreement, is acting as an independent contractor and not as an agent of the City. Pierce County will control the method, means and timing of providing the special services, and All County employees shall remain under the supervisory control of the County, although the City may in a given circumstance exercise direction and control under R.C.W. 10.93.040.

END OF AGREEMENT

EXHIBIT "A"
2006 Rates – Specialized Services

Service	Incident Rate	Per Capita
Canine	\$968	\$1.45
SWAT	\$8,477	\$0.31
Hazardous Devices	\$719	\$0.10
Meth Lab Team	No charge	No charge
Major Crimes:		
Detective	\$77/hr. (3 hr. minimum)	\$0.671
Forensic Officer	\$54/hr. (2 hr. minimum)	\$0.053
Marine Scuba *	\$77/hr. (2 hr. minimum)	N/A

*Plus equipment use charge



Subject: CONTRACT APPROVAL

Proposed Council Action:

Approval of Contract for Purchase of Police Patrol Vessel

Dept. Origin: Police

Prepared by: Kelly Busey for Chief Mike Davis

For Agenda of: March 10, 2008

Exhibits:

Initial & Date

Concurred by Mayor:

Approved by City Administrator: PK 3/5/08

Approved as to form by City Atty:

Approved by Finance Director: CP 3/5/08

Approved by Department Head: WPC

Expenditure	40,840.09	Amount	40,840.09	Appropriation	
Required	\$	Budgeted	\$	Required	\$0

INFORMATION / BACKGROUND

This is the approval of the final contract for the construction and purchase of a new Police Patrol Vessel. The parties to the contract are the City and SAFE Boats International LLC. The vendor in this case has agreed to the language of the contract as presented. Previously, an Ordinance to purchase this item via a sole source method had been approved by Council.

FISCAL CONSIDERATION

This item is being purchased through a partial (75%) reimbursement grant from the Department of Homeland Security. The total cost of the vessel is \$163,360.34, however \$122,520.25 will be reimbursed to the City upon delivery. The City obligation is \$40,840.09. This line item appears in the 2008 City budget.

(The budgeted item differs from the Contract amount due to slight design modifications in the vessel configuration. The Contract amount is slightly lower.)

RECOMMENDATION / MOTION

Move to: Approve the contract as presented.

**Police Patrol Boat Construction Contract between the City of Gig Harbor and
SAFE Boats International, LLC**

This Police Patrol Boat Construction Contract (hereinafter the "Contract") is made and entered into by and between SAFE Boats International, LLC (hereinafter the "Builder" or "SBI") a Limited Liability Corporation organized under the state of Washington, with its principal place of business at 8800 Barney White Road, Port Orchard, Washington, and the City of Gig Harbor, a Washington State municipal corporation (hereinafter the "City").

RECITALS

WHEREAS, in fall of 2007, the City received an award of a reimbursement grant that facilitated the purchase of a replacement police patrol boat based upon the requirements identified by City personnel; and

WHEREAS, the City identified the requirements of a police patrol boat of approximately 21 feet in length with an aluminum hull, solid foam collar and limited firefighting capabilities, powered by outboard engine(s) and providing protection from the elements for the operator(s); and

WHEREAS, the Builder agrees to construct for and sell to the City said police patrol boat in accordance with the specification, terms and conditions of this Contract.

NOW, THEREFORE, it is agreed by the Builder and the City as follows:

1. Scope of Work

Builder shall construct a 21 foot Police Patrol Boat ("Police Patrol Boat") for the City that is in conformance with the attached specifications (a copy of which is attached as Addendum A and incorporated herein by this reference), These documents shall be collectively referred to throughout the Contract as the "Specifications."

2. Resolution of Conflicting Language

In the event that there are any inconsistencies or conflicts between the language of this Contract, the Specifications (Addendum A), or the SBI Warranty (Addendum B), the language of the Contract shall prevail over the language of the Specifications (Addendum A), and the SBI Warranty (Addendum B) except that the terms of the SBI Warranty shall prevail over any other warranty terms.

3. Compensation/Purchase Price for Police Patrol Boat.

a. Within thirty (30) calendar days of delivery to City and its acceptance of the Police Patrol Boat, the City shall compensate/pay the Builder a total of One Hundred Fifty Thousand Four Hundred Twenty Three Dollars and Eighty-Nine cents (\$150,423.89) PLUS a Sales Tax amount of Twelve Thousand Nine Hundred Thirty Six Dollars and Forty-Five cents (\$12,936.45) for said Police Patrol Boat. This amount includes all applicable Washington State Sales Tax.

b. Prior to acceptance, the City may, at its own expense, engage a reputable marine surveyor or architect to inspect the Police Patrol Boat at or before the time of delivery to certify whether the Police Patrol Boat has been constructed in full and satisfactory compliance with the Police Patrol Boat Specifications. If such inspection reveals that the Police Patrol Boat does not meet such specifications and plans, then the Builder shall correct the deficiencies identified by the City within a reasonable period of time (which time shall be mutually agreed to by the parties) before the Police Patrol Boat will be accepted and any payment is made by the City.

c. The City shall not be obligated to make any payment to the Builder until it accepts the Police Patrol Boat. Upon payment to the Builder by the City after delivery to and acceptance by the City, Builder shall execute and deliver to City: (i) a Manufacturer's Statement of Origin for the Police Patrol Boat; (ii) a Certificate of Origin for the Police Patrol Boat Trailer (iii) a declaration of warranty by Builder that the Police Patrol Boat is delivered free and clear of all liens and encumbrances; and (iv) all manufacturers warranties for components.

4. Estimated Time for Completion and Delivery of Police Patrol Boat.

a. The Builder shall construct the Police Patrol Boat in a timely and diligent manner according to the standard of skill and craftsmanship which is equal to or greater than the prevailing high performance small craft marine construction standards.

b. The completion and delivery date of the Police Patrol Boat is no later than February 28, 2009. If the City desires changes to the boat specifications, outfitting, or any other element of the design and construction that may cause added work, rework, materials changes or replacement, and the Builder believes that such changes or additional work requires additional time, the parties shall execute an amendment to this. The Place of Delivery is Free on Board (FOB) Destination: SAFE Boats International LLC, 8800 SW Barney White Road, Port Orchard, Washington, to point of contact, Mike Davis (253-851-2236).

c. The Builder may delay the completion and delivery of the Police Patrol Boat to the City without penalty if such delay occurs by reason of Acts of God, war, fire, explosion, earthquake, strikes, lockouts, riots, insurrections, blockages, or embargos, acts of federal, state or municipal governments.

d. The Police Patrol Boat will be assigned a hull number according to the Code of Federal Regulations 33CFR Sub part C and ABYC Section T-10.

5. Term of Contract

The term of this Contract shall commence upon full execution hereof by the duly authorized representatives of the parties and shall terminate when Builder has completed construction of and delivered the Police Patrol Boat to the City, the City has accepted the Police Patrol Boat, and the City has paid the Builder in accordance with Section 3 of this Contract; unless the Contract is sooner terminated by either party in accordance with Section 6.

6. Termination of Contract

The parties may terminate this Contract at any time by mutual agreement. Additionally, either party may terminate this Contract upon thirty (30) days written notice to the other party in the event that said other party is in material default and fails to cure such material default within that thirty (30) day period, or such longer period as provided by the non-defaulting party. If the City chooses to terminate this Contract for the Builder's default prior to delivery of the Police Patrol Boat, the City shall have no obligation to the Builder to pay for the Boat.

7. Change Orders

Changes to the Specifications of the Police Patrol Boat as defined in Section 1 of this Contract must be mutually agreed upon in writing by the parties in a change order document. Any variation in price, payment terms or date of delivery shall be clearly stated. Any increase in the Contract price or prices shall be paid within thirty (30) days after delivery to and acceptance of the Police Patrol Boat by the City, unless specified otherwise in the change order.

8. Status of Builder

The Builder and the City understand and expressly agree that Builder is an independent contractor in the performance of each and every part of this Contract. The Builder expressly represents, warrants and agrees that their status as an independent contractor in the performance of the work and services required under this Contract is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Builder, as an independent contractor, assumes the entire responsibility for carrying out and completing the work/services required under this Contract. The Builder shall be responsible for ensuring that all employees, agents and subcontractors are licensed and authorized to operate the equipment necessary to perform this Contract, with all required fee's and permits paid and in good standing, in accordance with law. The Builder and its employees shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits.

9. Compliance with Law

The Builder agrees to perform all work and services required under this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

10. Non-Discrimination Provision

During the performance of this Contract, the Builder shall not discriminate on the basis of race, age, gender, color, sex, religion, national origin, creed, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services required under this Contract.

11. Builder's Risk Insurance

Builder agrees to keep the Police Patrol Boat covered by Builder's Risk Insurance obtained from reputable insurance sources throughout the period of its construction and sea trials and until it is delivered and accepted by City. The policy shall be in favor of Builder and the City. Evidence of such insurance shall be furnished to the City upon request. The City shall not be responsible for any loss, damage or claims relating to the Police Patrol Boat until it is delivered and accepted by the City.

12. Purchase Price includes Applicable Taxes

The purchase price of the Police Patrol Boat described in Section 3 of this Contract includes any and all applicable federal, state or local sales, use, excise, possession or importation taxes or charges that are or may be imposed on the materials, parts and labor contemplated herein. The Builder shall also be responsible for payment of its own federal income taxes, and state and local Business and Occupation taxes.

13. Title

Title to all materials, parts, equipment, and the Police Patrol Boat itself during construction and thereafter shall remain with Builder until the Police Patrol Boat is delivered and accepted by the City and final payment made as specified in Section 3 of this Contract.

14. Liens

The Builder agrees to promptly pay all expenses for labor and materials from the purchase price paid by City, and shall indemnify, defend and hold harmless the City against all claims and liens attributable to labor and materials.

15. Sea Trials

a. The Builder shall supervise and conduct dock and sea trials of the Police Patrol Boat to test its performance and its conformity to the requirements of the Specifications and this Contract. During trials, the Police Patrol Boat shall at all times be in the care, custody and control of the Builder. Appearance of the City at the time of trials shall not serve to place the care, custody and control of the Police Patrol Boat in the City. Builder will hire, employ and be responsible for all crew required for the navigation and operation of the Police Patrol Boat during such trials.

b. Builder shall provide the instrumentation and personnel needed to collect trial data, and shall compile all data as required by the Specifications, the City, and the City's Representative (if any). The City and/or the City's Representative may attend such trials and any necessary retrials.

c. After completion of the Police Patrol Boat, and after successful completion of sea trials, the Police Patrol Boat and all equipment listed in the Specifications (Addendum A) shall be delivered to City at SAFE Boats International LLC, 8800 SW Barney White Road, Port Orchard, Washington.

d. Risk of loss and possession will pass to City at the time of delivery to and acceptance by the City of the Police Patrol Boat.

16. Timeliness of Delivery.

Time is of the essence in the performance of this contract. Should delivery not be completed on or before February 28, 2009, it is mutually agreed by and between the Builder and the City of Gig Harbor that a delay would seriously affect the public and the operation of the Gig Harbor Police Department. As a result, the parties agree that the cost of the boat to the City shall be reduced Fifty Dollars (\$50.00) per calendar day for each and every day beyond the boat delivery date of February 28, 2009. Therefore, the City and the Builder hereby establish said reduction in the boat's price as liquidated damages and not as a penalty or damages for breach of contract for the Builder's failure to deliver the Boat on or before February 28, 2009.

17. Limited Warranty.

The Builder provides the City with the SBI Warranty for the Police Patrol Boat, a copy of which is attached hereto as Addendum B. The term of the SBI Warranty is stated therein and shall survive the term of this Contract.

18. Indemnification and Hold Harmless.

a. The Builder agrees to indemnify, defend, and hold harmless the City, its officers, elected officials, employees and agents in respect to any claims, demands or lawsuits, including any legal fees and costs associated with the defense thereof, against City, its officers, elected officials, employees and agents by any party whatsoever at any time whatsoever and which in any way result from, arise out of or are connected with any wrongful acts or omissions on the part of the Builder, its employees, contractors or agents in the performance of the Contract.

b. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the immunity of the Builder under Washington's Industrial Insurance Act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the employees of the Builder. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

c. Nothing contained in this section or this Agreement shall be construed to create a liability or a right of indemnification in any third party.

d. The provisions of this Section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

19. Assignment

This Contract shall be binding upon and inure to the benefit of the parties, their successors and assigns; provided, the rights of the parties hereunder shall not be assigned without the prior consent of the parties.

20. No Conflict of Interest

The Builder covenants that neither it nor its employees have any interest and shall not hereafter acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract. The Builder further covenants that it will not hire anyone or any entity having such a conflict of interest during the performance of this Contract.

21. Notices

All notices, demands or consents required or permitted under this Agreement shall be effective only if given in writing (i) by personal delivery, or by certified or registered US Mail, postage prepaid, return receipt requested, to the respective parties at the addresses set forth above; or (ii) by facsimile transmission to the party at the party's facsimile telephone number below or at such other address as such party shall specify to the other party in writing. Any notice required or permitted to be given by the provisions of this Agreement shall be conclusively deemed to have been sent on the day it is delivered to that party by US Mail with Acknowledgement of Receipt or by any commercial courier providing equivalent acknowledgement of receipt.

22. Governing Law

This Contract, and all rights and obligations of the parties shall be governed and interpreted in accordance with Washington State law.

23. Entire Agreement

The parties acknowledge that this Contract expresses their entire understanding and agreement, and that there have been no warranties, representations, covenants or understandings made by either party to the other except such as are expressly set forth in this Contract and all Exhibits and Addenda attached hereto, which are incorporated herein. The parties further acknowledge that this Contract supersedes, terminates and otherwise renders null and void any and all prior agreements or contracts, whether written or oral, entered into between the City and the Builder with respect to the matters expressly set forth in this Contract and all Exhibits and Addenda attached hereto.

24. Drafting of Agreement

The Builder and the City have participated in the drafting of this Agreement. As such, it is agreed by the parties that the general contract rule of law that ambiguities within a contract shall be construed against the drafter of a contract shall have no application to any legal proceeding, arbitration and/or action in which this Agreement and its terms and conditions are being interpreted and/or enforced.

25. Waiver

Except for a specific written waiver, no action or inaction taken by either party hereto shall constitute a waiver by such party of the compliance required by any representation, warranty or covenant contained herein, and the express waiver of any breach of any term hereof, shall not be considered as a waiver of a subsequent breach.

26. Location of Proceedings

In any suit, action or appeal therefrom to rescind, enforce or interpret this Contract or any term or provision hereof, the prevailing party shall be entitled to costs incurred both before and after judgment, including reasonable attorney's fees, and expert witness fees and costs. The parties agree that the venue for any such proceedings shall be in Kitsap County, or Pierce County, Washington.

27. Counterparts

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

28. Severability.

It is further expressly agreed that in the event any phrase, sentence or section hereinabove contained or any portion herein is invalid or void, such invalidity or voidness shall in no way affect any other phrase, sentence or section herein contained.

IN WITNESS WHEREOF, the parties have executed this Contract by having their authorized representatives affix their signatures below.

Date: _____

City: _____
City of Gig Harbor, WA

Mayor Charles Hunter
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-2236
(253) 851-2399 - FAX

Builder: : _____
SAFE Boats International, LLC

Scott Peterson, President
SAFE Boats International
8800 SW Barney White Road
Port Orchard, WA 98367
(360) 674-7161
(360) 674-7149 - FAX

Addendum A

Item Description	Unit	Single Unit Law Enforcement / Commercial Price
Product improvement changes in items and features may be made from time to time.		
21' T-top SAFE Boat	ea	\$70,950.87
Standard Features:		
Length: 21' - Inside length: 20' - Transom height/Shaft Length: 25"		Standard
Beam: 102 inches - Inside Beam: 71 inches		Standard
Person capacity: 12		Standard
Max HP: 300		Standard
Dry weight: approximately 4,090 lbs. with a single V6 O/B		Standard
Draft: approximately 26 inches with average load		Standard
Max weight capacity, persons, motor, gear: 3,500 lbs		Standard
Collar System		
SAFE XDR-1 Extreme Duty Reinforced Collar System. Patented solid polyethylene (closed cell foam) collar encapsulated by a marinated polyurethane membrane with extreme rip-stop reinforcement.		Included
Standard colors include: Red, White, Blue, Grey, Orange, Purple, Black & Green.		Included
Anti-fouling paint on side plates behind collars.		Included
Includes standard identification collar lettering.		Included
Hull & Deck		
1/4" - 5086 bottom plate with SAFE Boats exclusive 5 stringer system with angled transverse framing on 12-inch centers.		Included
Doubled keel beaching plate.		Included
Self bailing decks with twin 4-inch deck scuppers.		Included
Non-skid decks with 3M Safety Walk. All non skid edges are sealed with 3M Edge Seal.		Included
Low profile dimmable LED deck/walkway lights.		Included
Stepped transom with performance shoe in bottom plate. Four full length, fully welded performance strakes.		Included
Sacrificial zinc anode.		Included
Performance wings under collars.		Included
Dual aft lockers with fabricated lids. (vented)		Included
Port & starboard aft lockers have independent sub-floors for mounting remote engine items.		Included
Bow storage locker with fabricated lid. (vented)		Included
Stacked self draining anchor locker with fabricated lid		Included
All lockers vents are designed to reduce water intrusion.		Included
Six (6) 10-inch aluminum cast welded on cleats.		Included
Non-skid gunwale flanges.		Included
Three piece aft, side and bow rail system.		Included
All outside lockers have fabricated aluminum access doors.		Included
Fore & aft tow posts with twin SS cross pins.		Included
Heavy duty motor cage/tow line guide.		Included
Tow line spool with mounting bracket.		Included
Fabricated aluminum life ring mount.		Included
Single S.S bow eye		Included
SS bow and transom lifting eyes.		Included

Oversized rig tubes below deck to accommodate electrical and mechanical rigging.	Included
Flared high volume scupper valves keep aft deck dry while backing down.	Included
Personnel recovery side plate and collar cutouts. Facilitates PIW recovery.	Included
Fuel System	
Fuel fill pod with SS fill and vent.	Included
85-gallon fuel tank with a formed bottom (1/4" - 5086) No bottom seams. Longitudinal and transverse baffles.	Included
Fuel tank has full size Doubler plates on tank ends to isolate tank from mounting brackets.	Included
Fuel tank mounting brackets are isolated on rubber mounts from hull structure.	Included
Dual fuel tank pickups.	Included
Racor water separator with see-thru bowl, priming system & self venting drain. (one per motor); SS swaged fittings, WEMA sender removable for tank cleaning, inspection.	Included
Console, T-top and Bolster	
Laminated safety glass windshield with blow-out resistant gasket.	
40-inch wide console with SS 3/8-inch u-bolts for securing pump can in front of console.	Included
OHIP - overhead fold-down electronics bar.	Included
Red/white dome light on overhead. Moveable day & night drop light mounted inside console. May be plugged into 12-volt accessory receptacle.	Included
Fabricated aluminum T-top with rain capture ring and down spouts to self bailing deck.	Included
Staggered radar pod with flag mast. (set up to fly twin or single flags)	Included
Full height framed in booted safety glass windshield and side windows with side notched grab handles.	Included
H-shaped grab handles on front side of console.	Included
Angled throttle control pod.	Included
Upper 34" x 12" dash face on console (for flush mounting electronics), not used with delta seat layout.	Included
On dash grab handle.	Included
Over head grab rails.	Included
Tall storage/seat bolster (40 inches from deck) with flip up seat and thwart ship grab handle. (Console has built in foot rest)	Included
Seat bolster has large aft facing gasketed aluminum doors.	Included
Rigging & Electrical	
Accessory 12-volt power receptacles.	Included
Fabricated tie bars to secure all wiring.	Included
Single marine grade Optima blue top battery with switches and battery box.	Included
Battery tie-downs fabricated to the deck.	Included
All electrical connections are sealed in marine grade shrink tube.	Included
Recessed toggle style marine grade breaker system, switch covers, back lighting, and custom labels. (Protected by a gasketed hatch.)	Included
Running lights.	Included
Port, starboard, forward and aft flood/deck lights.	Included
Upgraded self-parking intermittent windshield wiper with washer system	Included
Hydraulic steering. (tilt helm)	Included
Transom rig tubes.	Included
Two (2) fire extinguishers and mounts.	Included
Compass with backlighting.	Included
Twin blue LE strobe lights.	Included

Installation only of standard, customer provided, electronics package.
 Standard package includes One (1) Radar w/ dome or array, One (1) GPS receiver and display, One (1) Chartplotter display, One (1) VHF radio system w/ antenna and external speaker, and One (1) Depth sounder with thru-hull (flush) or transom mount transducer and display. Additional charges may apply for other customer provided equipment. Included

Miscellaneous

Perform sea trial and document mechanical and performance data. (*fuel, labor, oil included) Included

Options

Bow Cover, 17 through 25', installed. ea \$1,000.00

Forced air diesel heater and defroster with 5 gallon diesel tank. ea \$4,627.00

Add four (4) roll control dive tank holders. ea \$231.00

Single RCL-100D Remote Control Searchlight with control panel mounted at helm. ea \$1,494.00

Flush mounted Whelen 112 Loudhailer system w/ speaker. ea \$1,313.00

Flip-up seat & pump can mount on front side of console. ea \$678.00

Shore power with galvanic isolator, 110 v. panel, built-in battery charger and 25' cord. ea \$1,961.00

Trailer, 7150 - 21' & 23' Hulls, bunk trailer with drum brakes, bow ladder, v-stop, and LED lighting. ea \$6,728.00

SAFE XDR-2 Collar System Upgrade. Includes XDR-1 system in collar section plus SS D-rings and hand lines. ea \$645.00

Motor Options

Evinrude E-Tec - Two (2) (2-R) E115DBX 2-Stroke E-Tec. pair \$16,402.87

E-TEC Twin Engine Rigging. Rigging includes: hydraulic steering, tie bar, SS prop, steering wheel, safety lanyard, dual binnacle, twin 3-gallon oil tanks, i-Command Classic gauges and installation/labor. kit \$7,370.00

Electronic Options

Raymarine E02013 E120 high performance multifunction navigation display w/ a 12.1" ultra bright sunlight viewable color display. ea \$4,600.00

Raymarine E63069 DSM300 digital sounder module. ea \$780.00

Raymarine E12102 pathfinder smart heading sensor. ea \$891.00

Low profile plastic thru-hull depth transducer E66054. ea \$140.00

Transducer 5-meter extension cable E66010. ea \$100.00

Raystar E32042 12-channel satellite differential 125 GPS sensor. ea \$365.00

Raymarine E52065 2D 18-inch 2kW high performance pathfinder Radome antenna. ea \$1,415.00

Raymarine E55050 SeaTalk hs network 5-meter cable. ea \$100.00

ICOM IC-M504 VHF (includes internal speaker HSN4018B). ea \$368.99

VHF antenna 156HD Morad w/ Stainless steel ratchet style antenna mount 1986068 ea \$184.00

Installation of CFE police radio and antenna. ea \$475.00

Installation of CFE AM/FM radio and speakers. system \$552.00

Miscellaneous Options

Storage locker locking vise action lid locks. (set of four (4) with two (2) keys) four \$519.62

Full canvas side curtains encapsulating Ttop. ea \$2,238.48

Provide and Install 3-M grip tape on exterior hand rails ea \$1,457.12

Fortress FX11 Anchor, (2) 3/8" shackles, 3/8" eye-eye swivel, 150' anchor line, 1/4" x 4' PVC coated chain & SS chain deck pipe. kit \$407.94

Fire Suppression System

Darley 2BE18H 18-hp marine gas engine and fire pump w/ bronze pump end upgrade. ea \$8,150.00

Darley AC01104 illuminated control panel.	ea	\$789.00
Schedule 80 - 2.5" discharge pipe plenum.	ea	\$1,298.00
3" thru-hull suction line.	ea	\$1,109.00
1.5" Darley monitor.	ea	\$2,234.00
1.5" brass nozzle adaptor.	ea	\$499.00
Installation of fire system & cowling.	ea	\$8,350.00

Changes to Original Boat Design

Stacked self draining bow locker to become single locker to facilitate fire pump.	ea	N/C
Fore tow post to be replaced by fire monitor.	ea	N/C

Performance Standards

Vessel must attain a minimum speed of 30 nautical miles/hour under normal load, full fuel tank with two passengers

Vessel must attain a planing speed from a standing start in calm water with normal load, full fuel tank with two passengers in no more than 10 seconds

Installed fire pump must be able to propel a straight stream of water no less than 30 feet forward of

the bow of the boat in calm conditions with negligible wind

Installed fire pump must be able to remove water (dewater) at a rate of 100 gpm

via a 3-inch rigid hose with strainer at a lift of 6 feet and a head of 4 feet

Total Package FOB Port Orchard, Washington. *NOT INCLUDING SALES TAX****** **\$150,423.89**

WA State Sales Tax **\$12,936.45**

Total Package **\$163,360.34**

Acceptance at Port Orchard, Washington
 FOB Port Orchard, Washington
 DUNS# 01-991-5511
 Federal Tax ID # 91-1737896
 Resale tax# 601-758-087

Addendum B
SAFE Boats International, LLC
Limited Warranty

HULLS and FUEL TANKS: Workmanship and materials of commercial use SAFE Boats International hulls, fuel tanks and cabins are warranted for 5 (five) years from date of acceptance by the customer. Warranted use includes Military, Naval, and other non-combat police or law enforcement activity, peacetime duty and other non-combat use.

SUPERSTRUCTURE: Workmanship and materials of superstructure of SAFE Boats (that is: any portion of the boat above the deck level or attached to the hull, for example; consoles, T-Tops, cabins, bolsters, lockers, performance wings, capture rings, and all parts permanently integrated into these structures), but not including the bulwarks, are warranted for two (2) years from date of acceptance by the customer.

COLLAR SYSTEM: Workmanship and materials of collar systems of SAFE Boats which are installed by SAFE Boats International are warranted for two (2) years from date of acceptance by the customer.

POWER PLANTS, ELECTRICAL EQUIPMENT, DOORS, WINDOWS, FASTENERS, AND MISCELLANEOUS OTHER SYSTEMS are warranted by the respective manufacturers of their systems and equipment. The workmanship of the installation of these items is warranted for one (1) year from the date of acceptance by the customer.

ITEMS NOT COVERED BY THIS WARRANTY are effects and failures due to accident or collision, use of unsuitable parts or add-on items, use of unauthorized parts, alterations and workmanship by other than SAFE Boats International, LLC, shipping damage, neglect, negligence, normal wear and damage due to combat or warfare. Builder's sole obligation under this Warranty shall be to repair any defective material or workmanship covered by this Warranty.

SPECIFIC ITEMS WHICH VOID THIS WARRANTY are the following when performed without prior authorization by SAFE Boats International, LLC.

- a. Use of non-SAFE Boat parts in warranty repair.
- b. Any welding on or of the hull or superstructure.
- c. Any alteration to the collar system other than minor alteration.
- d. Any work performed on a fuel tank.
- e. Permanently welding any structure to the deck or superstructure other than original equipment parts.
- f. Creating holes, welding, or cutting into/on the deck, superstructure, or collar system.

Any of these actions will void the Warranty of the altered system.

THE WARRANTY GIVEN BY BUILDER SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USAGE OR TRADE OR OTHER WARRANTY SHALL APPLY. City understands that the limitations of Builder's warranty and of City's remedies are factors in the determination of the Contract price. City has chosen to accept these limitations rather than seek additional warranties and remedies at an increased price.

TIME IS OF THE ESSENCE in providing notice of Warranty claims. The City shall provide timely to Builder of each Warranty claim and request for authorization pursuant to this Warranty. Said notice shall provide complete data regarding the defect to Builder to support Builder's determination of Warranty applicability. Timely notice means, "Within seven days of incident giving rise to the warranty claim, or as soon thereafter as is reasonable under extenuating circumstances." Notice shall be sent to SAFE Boats International, LLC, via email to warranty@safeboats.com. Other means to contact the Warranty Department are telephone 360-674-7161, FAX to 360-674-7149, or mail to SAFE Boats International, LLC, Attention: Warranty Dept., 8800 Barney White Road, Port Orchard, WA 98367.

Builder is not obligated under this Warranty to conduct Warranty repairs outside of SAFE Boats International, LLC manufacturing facilities, nor to pay for the cost of such repairs performed outside the manufacturing facility. Transportation to and from the Builder's facilities is at the City's expense. If City is unable to deliver the Police Patrol Boat to Builder's manufacturing facilities for warranty work, the Builder's liability under this Warranty is limited to providing such technical data and instructions as Builder may determine necessary, to support and expedite repairs by City or his designated repair facility in a safe and timely manner. Builder will provide necessary engineering or other technical and training data necessary to effect repairs. It may be possible for the City to contract with Builder to provide the repairs. Determination of this will be made and estimates provided on a case by case basis by SAFE Boats International, LLC to the City as requested.

This Warranty is not personal to the City, and shall apply for the benefit of any successor of interest, including any assignee of the City.



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

Subject: Ordinance Increasing Water General Facility Charges.

Dept. Origin: Finance

Proposed Council Action:

Prepared by: David Rodenbach

Adopt ordinance increasing water general facility charges.

For Agenda of: March 10, 2008

Exhibits: Ordinance

Initial & Date

Concurred by Mayor:

Approved by City Administrator: PK 3/5/08

Approved as to form by City Atty: am 3/9/08

Approved by Finance Director: DR 3/5/08

Approved by Department Head: _____

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

This is an ordinance increasing the charge for connecting to the city's water system. This charge is referred to as a "General Facility Charge (GFC)." The increase is based on a study performed by Peninsula Financial Consulting. The GFC was last increased in May 2002.

FISCAL CONSIDERATION

Based on the 2007 General Facility Charge Study performed by Peninsula Financial Consulting, we are recommending water GFC increases as reflected below:

Meter Size	General Facilities Charge	
3/4"	\$3,740	\$6,180
1"	\$6,250	\$10,320
1-1/2"	\$12,450	\$20,580
2"	\$19,930	\$32,940
Over 2"	Negotiable	

With annual growth of 200 new 3/4" connections this fee increase will generate an additional \$488,000 in revenue for the water system.

If a three percent growth factor (rather than the 10 percent used in 2008 and 2009) were used in table 1-9, the GFC would be \$5,940, \$9,920, \$20,570, and \$32,930 for 3/4", 1", 1-1/2" and 2" meter sizes respectively.

RECOMMENDATION / MOTION

Move to: Pass ordinance as presented.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO WATER CONNECTION AND GENERAL FACILITY CHARGES ("GFC") (WHICH ARE DIFFERENT TERMS FOR THE SAME CHARGE), INCREASING THE WATER GFC CHARGE TO BE PAID BY THE PROPERTY OWNER AT THE TIME OF CONNECTION WITH THE CITY'S WATER UTILITY SYSTEM, CONSISTENT WITH THE CITY'S RECENTLY ADOPTED STUDY ON WATER GENERAL FACILITIES CHARGES; AMENDING GIG HARBOR MUNICIPAL CODE SECTION 13.04.080.

WHEREAS, the City has recently commissioned a study to be made of its water system facilities, in order to analyze the Water General Facilities Charge; and

WHEREAS, the Water General Facilities Charge was last reviewed and set May 13, 2002; and

WHEREAS, this study, titled "The 2007 GFC and Rate Study", performed by Peninsula Financial Consulting, provided the data for the Council's review of the existing GFC rates in this Ordinance; and

WHEREAS, the City will no longer charge 1.5 times city rates for hook-up outside city limits, and

WHEREAS, the City's SEPA Responsible Official has determined that this ordinance is categorically exempt from SEPA under WAC 197-11-800(20); and

WHEREAS, the 2007 GFC and Rate Study demonstrated that an increase in the water GFC rates was warranted; and

WHEREAS, the City Council held a public hearing on the connection fee increase proposed by this ordinance on January 28, 2008, Now, Therefore,

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

Section 1. Section 13.04.080 of the Gig Harbor Municipal Code is hereby amended to read as follows:

13.04.080. Water system hook-up general facility charge.

A. The City shall charge the following fees to connect to the water utility system:

Meter Size	Capacity Factor(s)	<u>General Facility Charge</u>
3/4"	1.0	\$ 3,740.00 <u>6,180.00</u>
1"	1.67	6,250.00 <u>10,320.00</u>
1-1/2"	3.33	12,450.00 <u>20,580.00</u>
2"	5.33	19,930.00 <u>32,940.00</u>
Over 2"		Negotiable

B. Any remodel and/or use change shall pay the difference between the new use and/or size of the previous use and/or size. No refund shall be allowed for use and/or size reduction.

~~C. Water system hook-up outside the city limits shall be charged at 1.5 times the city rates.~~

Section 3. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the Ordinance or the application of the remainder to other persons or circumstances.

Section 4. Effective Date. This ordinance and the increase's in the connection fee's adopted in 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 ___th day of _____, 2008.

Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

By: _____
Molly Towslee, City Clerk

APPROVED AS TO FORM:

By: _____
Carol A. Morris, City Attorney

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

CHAPTER 1

GENERAL FACILITY CHARGES

INTRODUCTION

This chapter outlines the calculation of the general facility charge, or GFC for the City's water, sewer, and stormwater utilities. A GFC is also commonly referred to as a connection charge or system development charge.

A GFC is a one-time charge paid by a new customer connecting to a utility system. A GFC can include a pro-rata share of the cost of existing facilities (existing facility component) and a pro-rata share of planned facilities (future facility component). The existing facility component offsets the historical contributions from existing customers used to acquire existing assets of benefit to a new customer. The future facility component is a new customer's proportional share of the cost of capital improvements required to serve future growth and is intended to minimize the impact to existing customers to fund the construction of growth related facilities.

This analysis utilizes information from the City's Draft Water and Sewer Comprehensive Plans, the 2002 Sewer Comprehensive Plan, and customer billing data and capital improvement projects provided by the City. Existing utility facility costs were provided from City inventory records and the 2002 Water GFC Analysis (Report).

It should be recognized that GFCs are only one aspect of a utility's total source of revenues. The final determination of appropriate GFCs should also consider the impact of rates and contributions from developers in meeting a community's long-term goals for system development and financial viability. Other considerations include the condition of existing facilities, anticipated repair and replacement costs, the timing and need for additional system capacity, and the benefits associated with system growth (e.g. economy of scale).

OVERVIEW

GFCs for all three utilities are stated in terms of dollars per equivalent residential unit, or ERU. The term, ERU, is used to convert non-residential (i.e. commercial) customers into an equivalent number of residential units based on defined water use or wastewater flow from a single-family residence. Stormwater ERUs are based on the average square footage of impervious surface area of a single-family residence. This methodology is consistent with the City's existing schedule of GFCs.

The Revised Code of Washington (RCW) addresses some aspects of how a GFC should be determined. However, GFCs are determined primarily based on practices that have been upheld by State courts and are consistent with industry standards (e.g. American

Water Works Association). RCW 35.92.025, which authorizes cities and towns to charge for connecting to a water, wastewater, or stormwater system, requires that the charge be an equitable share of the cost of the existing system and may include up to ten years of interest charges at a rate commensurate with the rate of interest applicable to the City at the time of construction. RCW 57.08.005, which address connection charges for special purpose districts, also specifically allows districts to charge a pro rata share of the cost of future facilities planned in the next ten years. An opinion provided by Foster, Pepper, and Shefelman, PLLC concluded that cities might also include costs of future facilities intended to serve growth. Therefore, this analysis includes a pro rate share of planned facilities in addition to existing facilities as part of the equitable share allowed by RCW 35.92.025.

Under RCW 57.08.005, special districts are not allowed to include costs associated with facilities that are funded from grants or donations. In 1999, the Washington State Supreme Court ruled in the case Landmark Development, Inc. versus the City of Roy that there was no implied statutory requirement that a city include an offset for grants or donations when calculating water connection charges. Therefore, this analysis includes the costs of all existing facilities that will benefit future customers, regardless of how these assets were funded.

GENERAL FACILITY CHARGE DETERMINATION

The existing and planned facility components of the water and sewer system GFCs are analyzed in this section.

GFC - EXISTING FACILITY COMPONENT

The pro-rata share of the original cost of existing facilities, or existing facility component, is determined by dividing the cost of existing utility assets that will benefit future customers by the number of existing customers, or ERUs. The costs of existing utility infrastructure assets that will benefit future customers was determined based on a review of City inventory records and the City's 2002 Water GFC Analysis. Existing assets assumed to benefit future customers include all major system components such as transmission lines, reservoirs, pump stations, etc. The cost of existing facilities also includes any recorded design or planning costs associated with assets of benefit to future customers. All rolling stock (e.g. vehicles, tools and parts, etc) was excluded unless the asset was purchase by the year 2003 or later. Only the 2001 Outfall Extension and 1999 Outfall Study Update are included in their entirety as benefiting future customers. Fifteen percent of all other treatment facilities are included as benefiting future customers based n the estimated remaining capacity in maximum month flow (MMF) (see note 3 under Table 1-2). Note that this is a conservative estimate since a more detailed investigation would segregate existing plant facilities into those providing capacity and those of general benefit. Assets grouped as capacity related would be included at 15 percent (remaining available capacity) in the GFC while supporting assets would be

included at 100 percent. Therefore the more detailed methodology would result in a larger GFC than simply using a 15 percent allocation factor on all WWTP assets.

Tables 1-1, 1-2, and 1-3 list existing water, wastewater, and stormwater utility facilities from the City's inventory records. The tables also list the original cost for each asset and whether the asset is included in the existing facility component of the GFC. Additionally the tables also show the number of years of accumulated interest as allowed by the RCW. For example, if an asset was installed in 2003, then the City will have incurred 4 years of accumulated interest eligible to be included in the GFC. Conversely, if an asset was installed in 1985 then only 10 years of accumulated interest is listed since by RCW a maximum of ten years of interest may be included.

As part of the City's last determination of water GFCs (2002 Water GFC Analysis), a review of existing assets and estimate of original costs was undertaken. Since this inventory is more complete than the City's asset records, this analysis uses the total original cost of the water system of benefit to future customers (\$7,888,000) from the 2002 study plus any assets installed since 2002 and identified in City asset records.

TABLE 1-1
Existing Water Facilities

Water Utility Facilities (1)	Original Costs Allocated to Utility	Percentage included in GFC (2) (3)	Total Cost Incl. In GFC	Year Installed	No. of Years of Accrued Interest
Well #6 Improvements and Sand Pack Proj.	\$ 327,262	100%	\$ 327,262	2004	3
Gig Harbor N. WaterLine (Burnham Dr.)	\$ 446,586	0%	\$ -	2001	6
Gig Harbor N. Tank & Dist. Lines	\$ 3,042,799	100%	\$ 3,042,799	2005	2
Harbor Hill WaterLine	\$ 2,304,023	100%	\$ 2,304,023	2005	2
Skansie Ave Booster Pump Station	\$ 530,000	0%	\$ -	2001	6
Skansie Tank Maintenance	\$ 77,366	0%	\$ -	2007	0
Grandview Tank "A" & "B" Maintenance	\$ 146,759	0%	\$ -	2006	1
Shurgard Tank Maintenance	\$ 117,437	0%	\$ -	2003	4
72-000005a - East Tank Const - Land	\$ 13,796	0%	\$ -	1972	10
99-000037 - Shop Property	\$ 58,227	0%	\$ -	1999	8
49-000001 - Construction Well, Pumping Station	\$ 126,032	0%	\$ -	1949	10
70-000002 - System Improvements	\$ 17,592	0%	\$ -	1970	10
74-000007 - Improvements Ssystem	\$ 10,163	0%	\$ -	1974	10
75-000009 - Water Improvement	\$ 33,190	0%	\$ -	1975	10
83-000022 - Misc Capital - Waterlines	\$ 63,493	0%	\$ -	1983	10
84-000011 - IMP OTB	\$ 14,935	0%	\$ -	1984	10
84-000014 - Misc Water Cap Improv Gen Use	\$ 32,392	0%	\$ -	1984	10
72-000005b - East Tank Const	\$ 11,748	0%	\$ -	1972	10
73-000005 - Water Tank Construction	\$ 124,560	0%	\$ -	1973	10
78-000011 - Well #3 & Tank	\$ 236,622	0%	\$ -	1978	10
89-000023 - Skansie Water Tank	\$ 323,442	0%	\$ -	1989	10
02-000225 - Storage Tank Maintenance	\$ 161,616	0%	\$ -	1902	10
87-000034 - Well #4	\$ 79,905	0%	\$ -	1987	10
89-000020 - Well #5	\$ 269,643	0%	\$ -	1989	10
91-000007 - Well #6	\$ 86,830	0%	\$ -	1991	10
99-000032 - Well #5 & 6	\$ 412,614	0%	\$ -	1999	8
02-000215 - Rushmore Water Main Replacement	\$ 241,631	100%	\$ 241,631	2002	5
03-000210 - Pioneer Water Main Replacement	\$ 346,960	100%	\$ 346,960	2003	4
86-000007 - Chinook Water Line	\$ 29,635	0%	\$ -	1986	10
87-000004 - Waterline Imp	\$ 33,506	0%	\$ -	1987	10
89-000001 - Waterline Improvements	\$ 35,499	0%	\$ -	1989	10
89-000010 - Skansie Waterline	\$ 66,626	0%	\$ -	1989	10
90-000010 - Grandview Waterline	\$ 30,095	0%	\$ -	1990	10
92-000008 - Soundview Waterline	\$ 123,007	0%	\$ -	1992	10
92-000012 - Waterline Improvements	\$ 43,275	0%	\$ -	1992	10
93-000028 - Peacock Hill Overlay, Waterline	\$ 108,433	0%	\$ -	1993	10
99-000050 - Water Main - Bujacich-Burnham Trans Lin	\$ 539,212	0%	\$ -	1999	8
99-000053 - Water Main - Judson Street	\$ 31,730	0%	\$ -	1999	8
99-000054 - Water Main - Rosedale Street	\$ 127,985	0%	\$ -	1999	8
99-000056 - Water Main - Bayridge Avenue	\$ 210,622	0%	\$ -	1999	8
02-000224 - Skansie/72nd St 12" Loop	\$ 251,343	100%	\$ 251,343	2002	5
01-000213 - Harborview Waterline Restoration	\$ 97,864	0%	\$ -	2001	6
01-000221 - Grandview AC Pipe Repl.	\$ 26,804	0%	\$ -	2001	6
03-000209 - Telemetry SCADA System	\$ 182,014	100%	\$ 182,014	2003	4

TABLE 1-1 (Continued)

Existing Water Facilities

Water Utility Facilities (1)	Original Costs Allocated to Utility	Percentage included in GFC (2) (3)	Total Cost Incl. In GFC	Year Installed	No. of Years of Accrued Interest
05-000207 - Harbor Water Intertie	\$ 25,730	100%	\$ 25,730	2005	2
98-000022 - Air Compressor	\$ 8,657	0%	\$ -	1998	9
01-000017 - 2001 Ford Super Cab	\$ 9,974	0%	\$ -	2001	6
01-000018 - 2001 Ford Flatbed	\$ 9,890	0%	\$ -	2001	6
05-000002 - 2005 Chevy Tahoe	\$ 6,151	100%	\$ 6,151	2005	2
94-000021 - 1994 Chevy 1-ton truck	\$ 17,821	0%	\$ -	1994	10
97-000071 - Chev P/U 98 4x4 3/4 Ton	\$ 3,750	0%	\$ -	1997	10
98-000016 - 98 Dodge Caravan Const Inpection	\$ 4,308	0%	\$ -	1998	9
98-000017 - 98 Jeep Cherokee	\$ 7,034	0%	\$ -	1998	9
99-000029 - 1999 Chev 1/2 ton 4 x 4	\$ 12,863	0%	\$ -	1999	8
99-000039 - '99 Ford Pickup - 4x4 Util Truck	\$ 16,937	0%	\$ -	1999	8
04-000003 - 1998 Chevy Truck Maint Utility	\$ 2,418	100%	\$ 2,418	2004	3
97-000061 - Vactor Truck	\$ 20,212	0%	\$ -	1997	10
03-000009 - Meter Reader Vehicle GO-4 tag#01027	\$ 11,653	100%	\$ 11,653	2003	4
06-000007 - 2007 Isuzu Street Sweeper	\$ 22,572	100%	\$ 22,572	2006	1
00-000030 - Equipment Trailer Towmaster Deck	\$ 4,996	0%	\$ -	2000	7
01-000026 - 2002 Dump Truck Cab	\$ 3,271	0%	\$ -	2001	6
01-000034 - Dump Truck Bed	\$ 1,666	0%	\$ -	2001	6
02-000001 - 2002 Flatbed Add-On	\$ 9,227	0%	\$ -	2002	5
03-000002 - 2003 Chevy Silverado 3/4 ton #32382D	\$ 8,097	100%	\$ 8,097	2003	4
03-000008 - 2003 Ford Ranger extended 4x4 truck	\$ 4,613	100%	\$ 4,613	2003	4
05-000004 - 2005 Ford F450/Bucket Truck Versalift	\$ 17,563	100%	\$ 17,563	2005	2
06-000005 - 2001 Chevy Tahoe	\$ 2,727	100%	\$ 2,727	2006	1
06-000006 - 2007 Chevy Colorado	\$ 3,611	100%	\$ 3,611	2006	1
98-000019 - 98 Chevy 1 Ton Flatbed Truck	\$ 7,639	0%	\$ -	1998	9
98-000033 - 1999 International Dumptruck	\$ 15,600	0%	\$ -	1998	9
98-000053 - 1998 Case 580SL Backhoe	\$ 43,188	0%	\$ -	1998	9
98-000051 - 1990 Ford Brushcutter	\$ 5,200	0%	\$ -	1998	9
98-000045 - Hand-held Meter Reader	\$ 11,573	0%	\$ -	1998	9
00-000024 - GIS Software & EXCEED V6.2	\$ 2,941	0%	\$ -	2000	7
01-000022 - GIS - Network License	\$ 5,997	0%	\$ -	2001	6
96-000008 - Minolta EP6000 Copier	\$ 6,107	0%	\$ -	1996	10
00-000038 - 15 Gal Double Boiler	\$ 14,850	0%	\$ -	2000	7
00-000039 - Vibratory roller	\$ 5,675	0%	\$ -	2000	7
00-000042 - Skidsteer Loader	\$ 21,778	0%	\$ -	2000	7
02-000005 - GPS/Media Mapper	\$ 1,490	100%	\$ 1,490	2002	5
69-000002 - Equipment	\$ 10,218	0%	\$ -	1969	10
05-000206 - Storage Tank Maintenance	\$ 145,984	0%	\$ -	2005	2
05-000208 - Well Site Improvements	\$ 10,172	100%	\$ 10,172	2005	2
Total Water	\$ 12,139,425		\$ 6,812,830		

(1) The asset inventory information in this table was provided by the City.

(2) Facility costs not included in the GFC include short lived rolling stock such as vehicles and computer equipment as well as items listed as "maintenance". Major pieces of rolling stock (e.g. street sweeper) purchased within the last 5 years (2003) are included.

(3) Assets installed on or before 2002 are not included in the water GFC since the original costs for these assets are provided by the inventory analysis to estimate original costs from the 2002 Water GFC Analysis.

TABLE 1-2

Existing Wastewater Facilities

Sewer Utility Facilities (1) (2)	Original Costs Allocated to Utility	Percentage included in GFC (2)	Total Cost Incl. In GFC	Year Installed	No. of Years of Accrued Interest
WWTP In Channel Fine Screen	\$ 153,370	100%	\$ 153,370	2004	3
WWTP 2006 Upgrades (McConnell, Cosmo)	\$ 541,814	100%	\$ 541,814	2006	1
WWTP Engineering Study 2003 (capacity evaluation)	\$ 74,679	100%	\$ 74,679	2003	4
WWTP Engineering Study 2007 (capacity evaluation)	\$ 96,357	100%	\$ 96,357	2007	0
Olympic/56th Sanitary Sewer Line (2007)	\$ 212,081	100%	\$ 212,081	2007	0
Pump Station 2A Wet Well	\$ 335,924	100%	\$ 335,924	2005	2
Sewer Comprehensive Plan Updates	\$ 205,783	100%	\$ 205,783	2007	0
WWTP Centrifuge 2008	\$ 270,458	100%	\$ 270,458	2008	0
WWTP Energy Efficient Blower	\$ 88,992	100%	\$ 88,992	2007	0
87-000032a - ULID #2 - Land	\$ 9,032	100%	\$ 9,032	1987	10
95-000012 - Phipps Property	\$ 428,795	100%	\$ 428,795	1995	10
87-000032b - ULID #2 - Easement	\$ 16,557	100%	\$ 16,557	1987	10
92-000019a - ULID #3 - Easement	\$ 15,826	100%	\$ 15,826	1992	10
73-000002 - Sewer System Construction	\$ 194,437	100%	\$ 194,437	1973	10
74-000002 - Sewer Construction ULID #1	\$ 2,890,479	100%	\$ 2,890,479	1974	10
84-000015 - Construction Projects	\$ 15,167	100%	\$ 15,167	1984	10
99-000055 - Generator	\$ 168,306	100%	\$ 168,306	1999	8
99-000067 - Transfer Switch	\$ 12,312	100%	\$ 12,312	1999	8
99-000072 - Telemetry System Upgrade	\$ 34,122	100%	\$ 34,122	1999	8
87-000032c - ULID #2	\$ 1,447,598	100%	\$ 1,447,598	1987	10
92-000014 - ULID #3 Design	\$ 91,294	100%	\$ 91,294	1992	10
92-000019b - ULID #3	\$ 1,364,654	100%	\$ 1,364,654	1992	10
95-000043 - Pt. Fosdick Sewer Line Project	\$ 70,189	100%	\$ 70,189	1995	10
97-000024 - Kimball Dr Sewer Reconstruction	\$ 147,048	100%	\$ 147,048	1997	10
99-000074 - Sewer Main - Rosedale	\$ 51,084	100%	\$ 51,084	1999	8
01-000217 - I & Study & Report Plan	\$ 35,136	100%	\$ 35,136	2001	6
02-000214 - SCADA Diagnostic Upgrade	\$ 39,151	100%	\$ 39,151	2002	5
82-000004 - Misc Capital Improvements	\$ 13,815	100%	\$ 13,815	1982	10
99-000030 - Pump Station 3A	\$ 1,378,706	100%	\$ 1,378,706	1999	8
99-000038 - Process Control System Upgrade	\$ 34,106	100%	\$ 34,106	1999	8
89-000026 - Lifestation Monitoring Addition	\$ 29,473	100%	\$ 29,473	1989	10
96-000016 - Dissolved Oxygen Probes	\$ 14,700	100%	\$ 14,700	1996	10
00-000049 - Generator Volt Charge	\$ 32,228	100%	\$ 32,228	2000	7
91-000014 - Kohler Generator for Lift Station #4	\$ 14,742	100%	\$ 14,742	1991	10
93-000009 - Generator for Lift Station #7	\$ 25,803	100%	\$ 25,803	1993	10
97-000049 - 20KW Generator	\$ 17,496	100%	\$ 17,496	1997	10
98-000022 - Air Compressor	\$ 2,846	100%	\$ 2,846	1998	9
05-000002 - 2005 Chevy Tahoe	\$ 6,089	100%	\$ 6,089	2005	2
97-000059 - '97 Ford Super Duty	\$ 25,985	0%	\$ -	1997	10
97-000071 - Chev P/U 98 4x4 3/4 Ton	\$ 3,750	0%	\$ -	1997	10
98-000016 - 98 Dodge Caravan Const Inpection	\$ 4,308	0%	\$ -	1998	9
98-000017 - 98 Jeep Cherokee	\$ 879	0%	\$ -	1998	9
98-000021 - Trk service body	\$ 28,523	0%	\$ -	1998	9
99-000029 - 1999 Chev 1/2 ton 4 x 4	\$ 2,382	0%	\$ -	1999	8
04-000003 - 1998 Chevy Truck Maint Utility	\$ 2,199	100%	\$ 2,199	2004	3
97-000061 - Vactor Truck	\$ 90,954	0%	\$ -	1997	10
03-000009 - Meter Reader Vehicle GO-4 tag#01027	\$ 11,653	100%	\$ 11,653	2003	4
06-000007 - 2007 Isuzu Street Sweeper	\$ 22,572	100%	\$ 22,572	2006	1

TABLE 1-2 (Continued)
Existing Wastewater Facilities

Sewer Utility Facilities (1) (2)	Original Costs Allocated to Utility	Percentage included in GFC (2)	Total Cost Incl. In GFC	Year Installed	No. of Years of Accrued Interest
00-000030 - Equipment Trailer Towmaster Deck	\$ 1,624	0%	\$ -	2000	7
03-000001 - 2003 Chevy Silverado 1/2 ton #34679D	\$ 22,547	100%	\$ 22,547	2003	4
03-000004 - 2003 Ford 3/4 ton pick up	\$ 27,690	100%	\$ 27,690	2003	4
06-000004 - 2007 Chevy Tahoe	\$ 21,762	100%	\$ 21,762	2006	1
06-000005 - 2001 Chevy Tahoe	\$ 2,727	100%	\$ 2,727	2006	1
06-000006 - 2007 Chevy Colorado	\$ 3,611	100%	\$ 3,611	2006	1
92-000042 - 1992 GMC Flatbed Truck	\$ 14,126	0%	\$ -	1992	10
98-000019 - 98 Chevy 1 Ton Flatbed Truck	\$ 3,678	0%	\$ -	1998	9
98-000033 - 1999 International Dumptruck	\$ 6,595	0%	\$ -	1998	9
98-000053 - 1998 Case 580SL Backhoe	\$ 9,447	0%	\$ -	1998	9
98-000051 - 1990 Ford Brushcutter	\$ 2,000	0%	\$ -	1998	9
00-000024 - GIS Software & EXCEED V6.2	\$ 548	100%	\$ 548	2000	7
01-000022 - GIS - Network License	\$ 3,776	100%	\$ 3,776	2001	6
96-000008 - Minolta EP6000 Copier	\$ 6,107	0%	\$ -	1996	10
00-000039 - Vibratory roller	\$ 794	0%	\$ -	2000	7
00-000042 - Skidsteer Loader	\$ 5,444	100%	\$ 5,444	2000	7
00-000056 - Portable Trash Pump	\$ 35,316	100%	\$ 35,316	2000	7
02-000004 - Generator	\$ 21,792	100%	\$ 21,792	2002	5
02-000213 - Pump Station #2	\$ 1,221,723	100%	\$ 1,221,723	2002	5
05-000204 - Burnham Dr Sewer Line Repl	\$ 382,169	100%	\$ 382,169	2005	2
00-000050 - WWTP Mobile Office (3)	\$ 12,413	15%	\$ 1,862	2000	7
84-000016 - Plant Replacement & Improv (3)	\$ 5,660	15%	\$ 849	1984	10
91-000019 - Design-WWTP Upgrade (3)	\$ 196,389	15%	\$ 29,458	1991	10
85-000004 - Treatment Plant Expansion Design (3)	\$ 41,480	15%	\$ 6,222	1985	10
86-000001 - Treatment Plant Expansion Design (3)	\$ 239,874	15%	\$ 35,981	1986	10
87-000022 - WWTP (3)	\$ 2,334,853	15%	\$ 350,228	1987	10
94-000022 - WWTP Expansion (3)	\$ 2,324,944	15%	\$ 348,742	1994	10
03-000208 - WWTP Piping/Headworks/WWTP Upgrade (3)	\$ 153,370	15%	\$ 23,006	2003	4
83-000008 - STP Air Diffusor-Replacement (3)	\$ 1,497	15%	\$ 225	1983	10
83-000009 - STP Air Diffuser-Imprv (3)	\$ 12,348	15%	\$ 1,852	1983	10
83-000010 - STP Misc Improvement Repl (3)	\$ 1,307	15%	\$ 196	1983	10
83-000011 - STP RAS Pumps Improv (3)	\$ 1,801	15%	\$ 270	1983	10
83-000012 - STP RAS Pump Replacement (3)	\$ 4,758	15%	\$ 714	1983	10
83-000023 - 86 Expansion Design (3)	\$ 35,481	15%	\$ 5,322	1983	10
84-000017 - Impro OTB-Plant Exp (3)	\$ 1,212	15%	\$ 182	1984	10
84-000018 - IMP OTB (3)	\$ 1,405	15%	\$ 211	1984	10
01-000216 - Outfall Extension PS & E (2)	\$ 636,524	100%	\$ 636,524	2001	6
02-000212 - Treatment Plant Capacity & Improvemen (3)	\$ 74,679	15%	\$ 11,202	2002	5
03-000214 - Treatment Plant Upgrades (3)	\$ 247,510	15%	\$ 37,126	2003	4
99-000034 - Outfall Study	\$ 50,524	100%	\$ 50,524	1999	8
Total Sewer	\$ 18,945,359		\$ 13,906,874		

(1) The asset inventory information in this table was provided by the City.

(2) Facility costs not included in the GFC include short lived rolling stock such as vehicles and computer equipment as well as items listed as "maintenance". Major pieces of rolling stock (e.g. street sweeper) purchased within the last 5 years (2003) are included.

(3) The 15 percent allocation of WWTP assets to future customers is based on the maximum month flow (est.) in 2007 determined by multiplying the current number of ERUs (6,780) by 150 gpd per ERU, or a MMF flow of 1,017,000 gpd. Since the current plant has a MMF of 1,200,000 gpd, the current plant has approximately 15% available capacity.

TABLE 1-3

Existing Stormwater Facilities

Stormwater Utility Facilities (1)	Original Costs Allocated to Utility	Percentage included in GFC (2)	Total Cost Incl. In GFC	Year Installed	No. of Years of Accrued Interest
NPDES Phase II Update	\$ 44,999	100%	\$ 44,999	2007	0
Olympic/56th Storm Improvements	\$ 689,755	100%	\$ 689,755	2007	0
Stormwater Plan Update (Parametrix)	\$ 45,000	100%	\$ 45,000	2000	7
88-000002 - Soundview Storm Drain	\$ 42,891	100%	\$ 42,891	1988	10
92-000010 - Harborview Storm Improvements	\$ 49,852	100%	\$ 49,852	1992	10
92-000016 - Stinson Storm Drain	\$ 92,420	100%	\$ 92,420	1992	10
00-000219 - Bayridge Ave	\$ 107,038	0%	\$ -	2000	7
87-000002 - Storm Sewer Improvements	\$ 26,782	100%	\$ 26,782	1987	10
87-000014 - Craig/Ryan Storm Drain	\$ 269,537	0%	\$ -	1987	10
92-000043 - Soundview Dr Storm Drain	\$ 147,800	100%	\$ 147,800	1992	10
93-000028 - Peacock Hill Overlay, Waterline	\$ 69,910	100%	\$ 69,910	1993	10
01-000218 - Judson/Stanich Storm Sewer Improvements	\$ 264,767	100%	\$ 264,767	2001	6
97-000061 - Vactor Truck	\$ 90,954	0%	\$ -	1997	10
98-000022 - Air Compressor	\$ 775	100%	\$ 775	1998	9
01-000017 - 2001 Ford Super Cab	\$ 4,966	0%	\$ -	2001	6
01-000018 - 2001 Ford Flatbed	\$ 14,840	0%	\$ -	2001	6
05-000002 - 2005 Chevy Tahoe	\$ 6,151	100%	\$ 6,151	2005	2
99-000029 - 1999 Chev 1/2 ton 4 x 4	\$ 2,382	0%	\$ -	1999	8
99-000039 - '99 Ford Pickup - 4x4 Util Truck	\$ 6,642	0%	\$ -	1999	8
04-000003 - 1998 Chevy Truck Maint Utility	\$ 2,418	100%	\$ 2,418	2004	3
06-000007 - 2007 Isuzu Street Sweeper	\$ 22,572	100%	\$ 22,572	2006	1
00-000030 - Equipment Trailer Towmaster Deck	\$ 1,499	0%	\$ -	2000	7
01-000026 - 2002 Dump Truck Cab	\$ 12,960	0%	\$ -	2001	6
01-000034 - Dump Truck Bed	\$ 6,998	0%	\$ -	2001	6
02-000001 - 2002 Flatbed Add-On	\$ 13,833	0%	\$ -	2002	5
03-000002 - 2003 Chevy Silverado 3/4 ton #32382D	\$ 8,097	100%	\$ 8,097	2003	4
03-000003 - 2003 Chevy Silverado 3/4 ton #34678D	\$ 4,118	100%	\$ 4,118	2003	4
03-000008 - 2003 Ford Ranger extended 4x4 truck	\$ 4,609	100%	\$ 4,609	2003	4
05-000004 - 2005 Ford F450/Bucket Truck Versalift	\$ 17,563	100%	\$ 17,563	2005	2
06-000005 - 2001 Chevy Tahoe	\$ 2,727	100%	\$ 2,727	2006	1
06-000006 - 2007 Chevy Colorado	\$ 3,611	100%	\$ 3,611	2006	1
97-000071 - Chev P/U 98 4x4 3/4 Ton	\$ 3,517	0%	\$ -	1997	10
99-000064 - Street Sweeper	\$ 17,993	0%	\$ -	1999	8
98-000053 - 1998 Case 580SL Backhoe	\$ 4,049	0%	\$ -	1998	9
00-000024 - GIS Software & EXCEED V6.2	\$ 922	100%	\$ 922	2000	7
01-000022 - GIS - Network License	\$ 3,109	100%	\$ 3,109	2001	6
00-000039 - Vibratory roller	\$ 1,135	0%	\$ -	2000	7
00-000042 - Skidsteer Loader	\$ 10,829	100%	\$ 10,829	2000	7
02-000002 - 2003 4 WD John Deere side mower/joystick	\$ 41,184	100%	\$ 41,184	2002	5
02-000005 - GPS/Media Mapper	\$ 1,490	100%	\$ 1,490	2002	5
05-000205 - Franklin/Prentice Ave Storm	\$ 50,854	100%	\$ 50,854	2005	2
Total Stormwater	\$ 2,213,548		\$ 1,655,206		
(1)	The asset inventory information in this table was provided by the City.				
(2)	Facility costs not included in the GFC include short lived rolling stock such as vehicles and computer equipment as well as items listed as "maintenance". Major pieces of rolling stock (e.g. street sweeper) purchased within the last 5 years (2003) are included.				

This analysis utilizes two adjustments to the cost of existing assets as listed in Tables 1-1, 1-2, and 1-3 that are included in the existing facility components of the GFC.

The first adjustment is to subtract the total outstanding debt principal from the cost of existing assets included in the GFC since these debt payments are funded from existing rates that new customers will also pay and since assets with remaining outstanding debt have not been fully paid for and therefore the accumulated interest must be decreased.

The second adjustment made to the cost of existing assets that will benefit future customers is the inclusion of accumulated interest costs. As allowed in the RCW, a City may include up to ten years of accumulated interest costs in the calculation of a GFC. Per the RCW, an interest rate applicable to the time of major system construction is to be used in calculating the ten years of interest charges. In order to be conservative this analysis utilizes the average annual return on US Treasury Bills from 1970 to 2005 since over 99 percent of all listed existing assets were installed on or after 1970.

An adjustment must be made to the number of years of accumulated interest that is included in the GFCs since some assets have not been installed for ten years. In order to determine the number of years of interest appropriate for each utility, the weighted average year of installation is determined based on the number of years of accumulated interest and original costs shown in Tables 1-1, 1-2, and 1-3. Table 1-4 shows the total weighted time cost for each utility's assets (sum of each assets original cost multiplied by the number of years of accumulated interest), the total original cost for each utility (from Tables 1-1, 1-2, & 1-3) and the calculated average age of the system for the purposes of calculating the 10-years of accumulated interest.

TABLE 1-4

Weighted Average Installation Age

Utilities	Sum of No. of Years Accrued Interest Multiplied by Original Costs (2)	Total Existing Assets	Avg. Age of System
Water	\$58,166,817	\$12,139,425	4.8
Sewer	\$152,002,431	\$18,945,359	8.0
Stormwater	\$11,742,102	\$2,213,548	5.3

- (1) Note that the average age of system determined in this table is for use in computing the appropriate 10 years of accumulated interest for the GFC and is not a determination of the actual average age of system facilities.
- (2) These sums are determined by summing each assets original cost multiplied by the number of years of accrued interest for each utility as listed in Tables 1-1, 1-2, & 1-3.

Table 1-5 lists total original costs for existing assets determined to benefit future customers and included in the GFCs, total outstanding debt principal, and ten years of accumulated interest costs.

TABLE 1-5
Total Original Costs Included in GFCs

Existing Asset Costs Included in GFCs	Water	Sewer	Stormwater
Existing Assets	\$ 14,700,830	\$ 13,906,874	\$ 1,655,206
(-) Outstanding 2003 Water & Sewer Revenue & Refunding Bonds	\$ -	\$ (243,904)	\$ -
(-) 1995 Dept. of Ecology Loan	\$ -	\$ (1,366,000)	\$ -
Subtotal	\$ 14,700,830	\$ 12,296,970	\$ 1,655,206
(+) Add Up to 10-years of Accumulated interest (2) (3)	\$ 4,374,967	\$ 6,099,297	\$ 543,901
Total Assets Included in GFC	\$ 19,075,800	\$ 18,396,300	\$ 2,199,100

(1) Existing assets for water are based on those assets listed in Table 1-1 that were installed after 2002 plus the total original cost of existing water facilities that will benefit future customers (\$7,888,000) determined in the 2002 Water GFC Analysis. Total existing assets original costs for sewer and stormwater are as listed in Tables 1-2 and 1-3, respectively.

(2) An average interest rate of 6.2 percent is utilized in this analysis to determine the allowed 10 years of accumulated interest. The value of 6.2 percent was selected since it equals the average annual return on Treasury Bills from 1970 through 2005.

(3) Accumulated interest for the water utility is based on a weighted average of 4.8 years, 8.0 years for the sewer utility, and 5.3 years for the stormwater utility as identified in Table 1-4.

The existing facility components of the water, wastewater, and stormwater GFCs can now be calculated based on the total adjusted asset costs listed in Table 1-5 and the total number of existing equivalent residential units (ERUs). Table 1-6 lists the total number of current ERUs by Utility utilized in the calculation of the existing facility component of the GFCs.

TABLE 1-6
Existing Utility Equivalent Residential Units (ERUs)

Utility	Current No. of ERUs
Water (1)	4,505
Sewer (2)	6,780
Stormwater (3)	4,761

- (1) The current number of water ERUs is the number of ERUs at the start of the year 2008 as identified in the Draft Water Comprehensive plan.
- (2) The current number of sewer ERUs is based on the City's max month flow (MMF) in 2006 (973,400 gpd) plus one year of 4.5 percent growth divided by the defined flow of an ERU of 150 gpd.
- (3) The number of current stormwater customers are expressed in terms of equivalent billing units (EDUs). Each EDU represents the square footage equal to the footprint of an average single-family residence. Commercial customer's total equivalent billing units surface area is divided by the area of a standard single-family residence in order to determine the number of EDUs for commercial and multi-family customers. The current number of EDUs was provided by the City (10/2007). Note that an EDU is identical in practice to an ERU and therefore can be used interchangeably with an ERU.

The existing facility component of the water, wastewater, and stormwater GFCs can now be determined using the total original costs and current number of ERUs listed in Tables 1-5 and 1-6.

TABLE 1-7
Existing Facility Component of the GFCs

Existing Facility Component	Water	Sewer	Stormwater
Total Assets Included in GFC	\$ 19,075,800	\$ 18,396,300	\$ 2,199,100
Divided by Total No. of Existing ERUs	4,505	6,780	4,761
Existing Facility Component of the GFC (\$/ERU)	\$ 4,234	\$ 2,713	\$ 462

FUTURE FACILITY COMPONENT OF THE GFC

A GFC may also include a pro-rata share of the cost of facilities. The future facility component is calculated by dividing the total cost of planned capital improvement costs by the number of benefiting customers (or ERUs). Special purpose districts are restricted to including capital improvements scheduled to occur within ten years. The RCW is silent with regard to future facilities for cities but it is accepted industry practice to include a 10-year forecast of improvements in GFCs for cities. It is also accepted practice to associate the number of ERUs benefiting from new facilities based on a 10-year forecast of growth. The purpose of using the ten-year forecast is to match the number of new ERUs with the practice of only including projects scheduled to occur within the same ten-year time span. Some future facilities may be identified as benefiting only future customers such as a pump station in a new service area while other improvements may benefit both existing as well as future customers such as a new reservoir to enhance fire flow. The pro rata share of the cost of future facilities is determined by dividing by the cost of each planned improvement by the number of benefiting customers.

In this analysis, projects that would not be built without additional growth are assigned as benefiting only the number of new customers. Improvements that correct existing issues or provide more universal benefit such as source redundancy, fire flow, or regulatory compliance are assigned as benefiting the total number of both existing as well as new customers in the year 2017. Additionally, this analysis utilizes the design capacity (in terms of ERUs) of new treatment plant improvements in order to determine the pro rata share of customers benefiting from these projects. This analysis uses this approach in order to be conservative since treatment plant components are extremely expensive, are designed and of service to only a limited number of new ERUs, and are typically designed to meet 20-year growth projections.

Table 1-8 lists current and projected ERUs in the year 2017 for each utility and ERUs that can be served by the additional 1 MGD in WWTP capacity.

TABLE 1-8

Projected ERUs

Utility	Current No. of ERUs	10-Year Growth in ERUs (4)	Total No. of Planned ERUs in 2017	Total No. of New ERUs served by the 1MGD WWTP Improvement
Water (1)	4,505	2,085	6,590	N/A
Sewer (2)	6,780	3,800	10,580	6,667
Stormwater (3)	4,761	2,809	7,570	N/A

- (1) The current number of water ERUs is for start of year 2008 as currently identified in the Draft Water Comprehensive plan. The number of ERUs in 2017 is based on projected ERUs in 2014 as detailed in the Draft Comprehensive Plan for the year 2014 plus 3 year of additional growth based on the average annual growth rate represented by the forecasted growth for the period 2014 to 2018 as identified in the Comprehensive Plan.
- (2) The current number of sewer ERUs is based on the City's max month flow (MMF) in 2006 (973,400 gpd) plus one year of 4.5 percent growth divided by the defined flow of an ERU of 150 gpd. The number of sewer ERUs in 10 years is based on an annual growth rate of 4.5 percent that is the calculated average annual growth rate from the 2006 MMF of 973,400 gpd and projected MMF of 2,346,300 gpd in 2025.
- (3) The number of current stormwater customers are expressed in terms of equivalent billing units (EBUs). Each EDU represents the square footage equal to the footprint of an average single-family residence. Commercial customer's total equivalent billing units surface area is divided by the area of a standard single-family residence in order to determine the number of EBUs for commercial and multi-family customers. The current number of EBUs was provided by the City (10/2007).
- (4) The number of ERUs projected in 10 years is based on 4.5 percent annual growth.

Table 1-9 lists capital improvement projects planned to occur within the next ten years, project costs in 2007 dollars, and estimated future project costs for each project in the scheduled. Inflation adjusted project costs reflect inflation adjustments for construction inflation of 10% in 2008, 10 percent in 2009 and 3% per year after. The use of 10 percent inflation in 2008 and 2009 reflects actual construction cost increases experienced in recent years.

Table 1-10 then lists each planned capital improvement inflation adjusted cost (Table 1-9), whether the project is included in the future facility component of the GFC, the number of ERUs that benefit from its installation, and the resulting pro rata shared stated in terms of dollars per ERU. Projects not considered eligible to include in the GFC were projects identified as maintenance related.

TABLE 1-9

Planned Capital Improvements & Inflation Adjusted Costs

Utility Capital Improvements (1)	2008	2009	2010	2011	2012	Total	Total Adj. For Inflation (2)
Water Capital Improvement Projects							
Harborview Drive - S1			548,000			548,000	683,000
Stinson Avenue - S2			183,000			183,000	228,100
Harborview Drive Dead End - S3			405,000			405,000	504,800
Tarabochia Street - S4			44,000			44,000	54,800
Grandview Street - S5			59,000			59,000	73,500
96th Street New Extension - S6			269,000			269,000	335,300
Shurgard East Tee - S7			52,000			52,000	64,800
Harbor Hill Drive Extension - S8			158,000			158,000	196,900
Woodworth Avenue - S9			50,000			50,000	62,300
Well No. 6 - W6			1,740,000			1,740,000	2,168,600
Well No. 9 - W9			2,000,000			2,000,000	2,492,600
Well No. 10 - W10			150,000			150,000	186,900
Subtotal						\$ 5,658,000	\$ 7,051,600
Wastewater Capital Improvement Projects							
WWTP Phase 1 Expansion	6,000,000	4,000,000				10,000,000	11,440,000
WWTP Phase 2 Expansion		750,000	6,000,000			6,750,000	8,385,300
Sewer Outfall Extension	7,000,000					7,000,000	7,700,000
N. Harborview Sewer Sag			1,000,000			1,000,000	1,246,300
Harborview Main Sewer Upsize/Replacement		1,000,000				1,000,000	1,210,000
Odor Control	50,000	50,000	50,000	50,000	50,000	250,000	308,100
Reid Drive Lift Station Replacement		1,250,000				1,250,000	1,512,500
Annual Water Quality Reporting	40,000	40,000	40,000	40,000	40,000	200,000	246,500
Annual Sewer Flow Metering Program	25,000	25,000	25,000	25,000	25,000	125,000	154,200
Lift Station 4 Replacement			1,250,000			1,250,000	1,557,900
WWTP Centrifuge	400,000					400,000	440,000
Lift Station MCC Upgrades	500,000	500,000	500,000	500,000	500,000	2,500,000	3,081,100
Comprehensive Plan Completion	175,000					175,000	192,500
Subtotal						\$ 31,900,000	\$ 37,474,400
Stormwater Capital Improvement Projects							
Donkey Creek Daylighting		1,200,000				1,200,000	1,452,000
Austin Drive Box Culvert		500,000				500,000	605,000
Annual Storm Culvert Replacement Program	250,000	250,000	250,000	250,000	250,000	1,250,000	1,540,500
50th Street Box Culvert	350,000					350,000	385,000
38th Ave Storm		1,000,000				1,000,000	1,210,000
Storm Comp Plan Update	100,000					100,000	110,000
Annual NPDES Implementation Expenses	135,000	215,000	170,000	155,000	175,000	850,000	1,051,000
Subtotal						\$ 5,250,000	\$ 6,353,500

- (1) Projects listed in this Table are from the City's draft water and sewer comprehensive plans and from the City's list of planned stormwater projects. All projects are conservatively assumed to be stated in 2007 dollars. The years scheduled for sewer and stormwater projects are as specified in the draft sewer comprehensive plan and the City's stormwater capital improvement list. All water capital improvement projects are assumed to occur in 2010 since the draft water comprehensive plan only identifies that these projects will occur within the next 6 years.
- (2) The total costs adjusted for inflation are determined by applying annual capital inflation costs of 10 percent in 2008 and 2009 and then 3 percent inflation in 2010 through 2012.

TABLE 1-10

Pro Rate Shares of Planned Capital Improvements Included in GFCs

Utility Improvements (1)	Total Cost In Year Planned (2)	Percentage City Funded	Included In GFC (Y/N)	Total Cost Included In GFC	Customers Benefitting (3)	Facility Component (\$/ERU)
WATER CAPITAL IMPROVEMENT PROJECTS						
Harborview Drive - S1	\$ 683,000	100%	Y	\$ 683,000	6,590	\$ 104
Stinson Avenue - S2	\$ 228,100	100%	Y	\$ 228,100	6,590	\$ 35
Harborview Drive Dead End - S3	\$ 504,800	100%	Y	\$ 504,800	6,590	\$ 77
Tarabochia Street - S4	\$ 54,800	100%	Y	\$ 54,800	6,590	\$ 8
Grandview Street - S5	\$ 73,500	100%	Y	\$ 73,500	6,590	\$ 11
96th Street New Extension - S6	\$ 335,300	100%	Y	\$ 335,300	6,590	\$ 51
Shurgard East Tee - S7	\$ 64,800	100%	Y	\$ 64,800	6,590	\$ 10
Harbor Hill Drive Extension - S8	\$ 196,900	100%	Y	\$ 196,900	6,590	\$ 30
Woodworth Avenue - S9	\$ 62,300	100%	Y	\$ 62,300	6,590	\$ 9
Well No. 6 - W6	\$ 2,168,600	100%	Y	\$ 2,168,600	6,590	\$ 329
Well No. 9 - W9	\$ 2,492,600	100%	Y	\$ 2,492,600	2,085	\$ 1,195
Well No. 10 - W10	\$ 186,900	100%	Y	\$ 186,900	2,085	\$ 90
TOTAL	\$ 7,051,600			\$ 7,051,600		\$ 1,949
SEWER CAPITAL IMPROVEMENT PROJECTS						
WWTP Phase 1 Expansion	\$ 11,440,000	100%	Y	\$ 11,440,000	6,667	\$ 1,716
WWTP Phase 2 Expansion	\$ 8,385,300	100%	Y	\$ 8,385,300	6,667	\$ 1,258
Sewer Outfall Extension	\$ 7,700,000	100%	Y	\$ 7,700,000	6,667	\$ 1,155
N. Harborview Sewer Sag	\$ 1,246,300	100%	Y	\$ 1,246,300	10,580	\$ 118
Harborview Main Sewer Upsize/Replacement	\$ 1,210,000	100%	Y	\$ 1,210,000	3,800	\$ 318
Odor Control	\$ 308,100	100%	Y	\$ 308,100	10,580	\$ 29
Reid Drive Lift Station Replacement	\$ 1,512,500	100%	Y	\$ 1,512,500	3,800	\$ 398
Annual Water Quality Reporting	\$ 246,500	100%	N	\$ -	10,580	\$ -
Annual Sewer Flow Metering Program	\$ 154,200	100%	N	\$ -	10,580	\$ -
Lift Station 4 Replacement	\$ 1,557,900	100%	Y	\$ 1,557,900	3,800	\$ 410
WWTP Centrifuge	\$ 440,000	100%	Y	\$ 440,000	3,800	\$ 116
Lift Station MCC Upgrades	\$ 3,081,100	100%	Y	\$ 3,081,100	10,580	\$ 291
Comprehensive Plan Completion	\$ 192,500	100%	Y	\$ 192,500	10,580	\$ 18
TOTAL	\$ 37,474,400			\$ 37,073,700		\$ 6,827
STORMWATER CAPITAL IMPROVEMENT PROJECTS						
Donkey Creek Daylighting	\$ 1,452,000	100%	Y	\$ 1,452,000	7,570	\$ 192
Austin Drive Box Culvert	\$ 605,000	100%	Y	\$ 605,000	7,570	\$ 80
Annual Storm Culvert Replacement Program	\$ 1,540,500	100%	Y	\$ 1,540,500	7,570	\$ 204
50th Street Box Culvert	\$ 385,000	100%	Y	\$ 385,000	7,570	\$ 51
38th Ave Storm	\$ 1,210,000	100%	Y	\$ 1,210,000	7,570	\$ 160
Storm Comp Plan Update	\$ 110,000	100%	Y	\$ 110,000	7,570	\$ 15
Annual NPDES Implementation Expenses (4)	\$ 1,051,000	100%	N	\$ -	7,570	\$ -
TOTAL	\$ 6,353,500			\$ 6,302,500		\$ 700

(1) The City provided the list of planned capital improvements and their costs.

(2) All planned capital project costs have been adjusted for inflation based on 10% inflation in 2008, 10 percent in 2009, and 3 percent in all later years. Original projects costs are assumed to be stated in terms of 2007 dollars and therefore inflation adjustments begin with project costs scheduled for 2008 and beyond.

(3) The number of customers benefiting from water projects represents either just expected 10-year growth in ERUs (2,085) or the total number of both existing and expected ERUs in the year 2017. Similarly, the number of wastewater customers benefiting planned improvements represent growth in ERUs (3,800) or the total number of ERUs projected in the year 2017 (10,580) plus the additional assignment of 6,667 ERUs that represents the number of ERUs that can be served by the 1 MGD WWTP capacity increase projects.

(4) In order to be conservative the Annual NPDES Implementation capital project has not been included in the GFC in light of current litigation over NPDES implementation.

GENERAL FACILITY CHARGES

Table 1-11 lists total GFCs for consideration by the City. The GFCs recommended by this analysis are consistent with the Revised Code of Washington, case law, and industry practice. The GFCs listed in Table 1-11 also reflect a conservative approach taken to ensure that growth is charged an equitable fee for connecting to the water and sewer systems.

TABLE 1-9

Maximum Recommended Water/Sewer/Storm Utility GFCs

Utilities	Existing Facility Component	Future Facility Component	Total GFC (\$/ERU)
Water	\$4,234	\$1,949	\$6,180
Sewer	\$2,713	\$5,827	\$8,540
Stormwater	\$462	\$700	\$1,160

IMPLEMENTATION

As discussed, the City currently uses ERUs in determining GFCs for new customers. Therefore the GFCs in Table 1-9 are appropriate to replace the GFC amounts currently listed in City ordinances and should be applied uniformly to all new customers connecting to the City’s utilities.

GFCs are required to be based on the original costs of facilities and the future facility component of the GFCs shown in Table 1-9 include projected inflation costs. For these reasons the GFCs determined in this analysis should not be adjusted in the future for the effects of inflation. GFCs need only to be updated when new capital improvements are identified in the City’s next comprehensive plan.



ADMINISTRATION

To: Mayor Hunter and City Council
From: David Rodenbach, Finance Director *DR*
Date: March 10, 2008
Subject: Construction Cost Index

The attached fourth quarter report is produced by the Washington State Department of Transportation (WSDOT) and includes information concerning price trends for common materials used in city public work projects. Hopefully, this report will provide some context in order to decide whether or not a 10 percent price inflator for projects planned in 2008 and 2009 is appropriate.

The chart below pulls data from the construction cost index in Washington for the last six years.

Year	CCI	% Change
2002	139	8%
2003	145	4%
2004	170	17%
2005	176	4%
2006	228	30%
2007	230	1%
Six Year Average		11%

It is impossible to determine how much costs will go up in the future, but if we underestimate future cost increases the impact will be higher monthly utility rates for existing customers. For this reason, and based on information provided through WSDOT, staff is recommending the 10 percent inflator for projects included in 2008 and 2009 of the Peninsula Financial Consulting General facility Charge report.

Trends in Highway Material Costs

The cost of construction materials plays an important role in the ability of WSDOT to deliver its highway construction program. Once a project is defined and legislative approval given, tracking the costs of construction materials becomes an important variable in the delivery of a project within scope, schedule and budget.

Tracking bid prices from construction contracts provides key data to monitor highway material cost trends. Seven typical construction bid items -- crushed surfacing, concrete pavement, structural concrete, hot mix asphalt, roadway excavation, steel reinforcing bar and structural steel --are currently tracked. The data, beginning in 1990, is graphed with an accompanying trend line which provides insight into the relative changes in the cost of a material.

Washington State DOT has developed a construction cost index (CCI) from the bid data collected from construction projects. The CCI is calculated based on historical use of the seven bid items and are tracked to show the trend in highway material costs. Several other states and the Federal Highway Administration (FHWA) also track bid prices and calculate a construction cost index using a similar formula. The indices from these sources all show increasing material price trends.

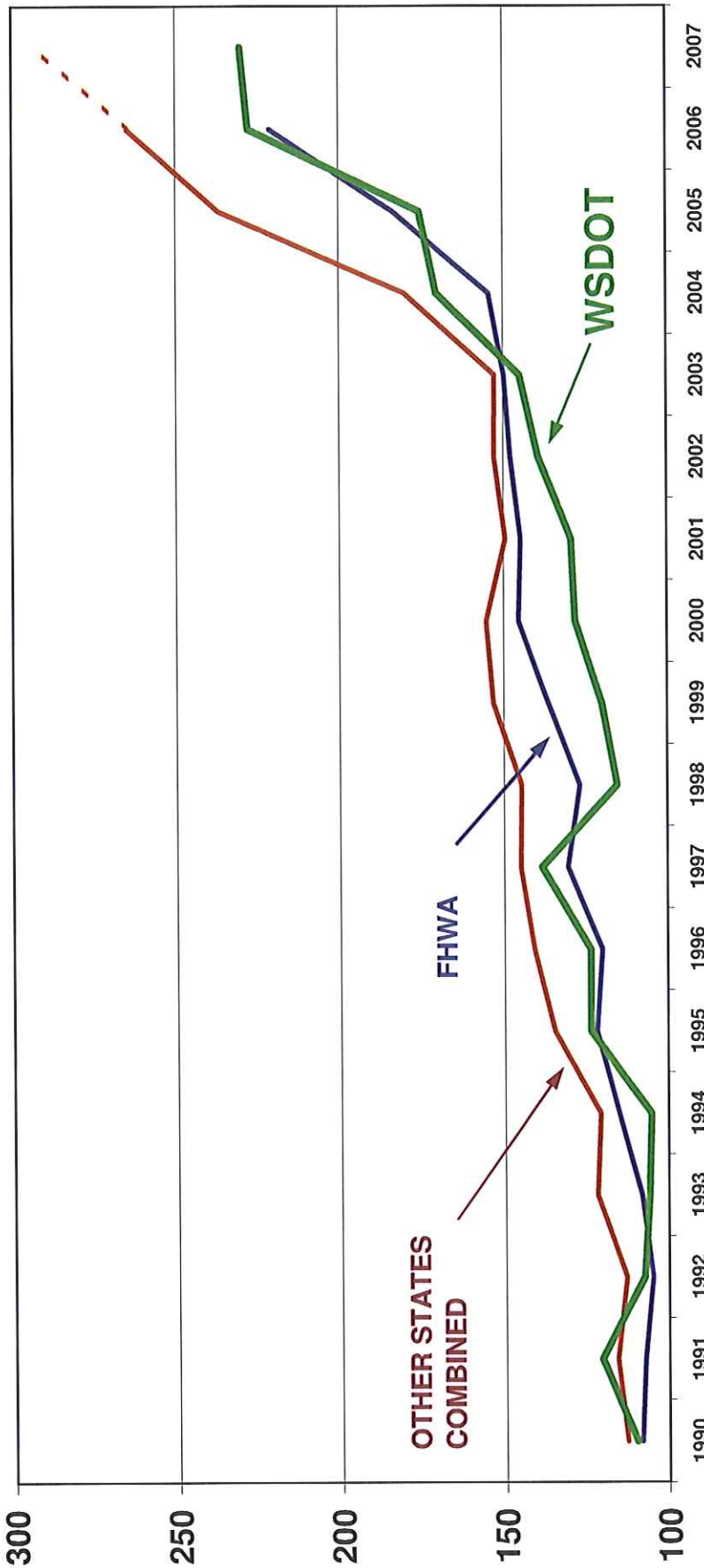
Highway Construction Cost

- [Cost Index Graph](#) *Updated 1/29/2008*
- [Cost Index Data](#) *Updated 1/29/2008*
- [Unit Bid Prices for Last Quarter](#) *Updated 1/29/2008*
- [Unit Bid Prices 1990-2007 YTD](#) *Updated 1/29/2008*
- [Asphalt, Crude Oil & Diesel Fuel Index Graph](#) *Updated 1/29/2008*

WSDOT Construction Material Unit Price History

- [Concrete Pavement](#) *Updated 1/29/2008*
- [Concrete Structural](#) *Updated 1/29/2008*
- [Crushed Surfacing](#) *Updated 1/29/2008*
- [Hot Mix Asphalt](#) *Updated 1/29/2008*
- [Roadway Excavation](#) *Updated 1/29/2008*
- [Steel Reinforcing Bar](#) *Updated 1/29/2008*
- [Structural Steel](#) *Updated 1/29/2008*

CONSTRUCTION COST INDICES



WSDOT 2007 INDEX IS THE ANNUAL INDEX
 FHWA INDEX DISCONTINUED IN 2007
 OTHER STATES 2007 DATA INCLUDES CALIFORNIA, COLORADO,
 OREGON, AND UTAH 1, 2 & 3 QUARTER DATA. SOUTH DAKOTA DATA
 IS FOR QUARTERS 1 & 2.

WSDOT BASE 1990 = 110
 FHWA AND OTHER STATES BASE 1987 = 100
 OTHER STATES: CALIFORNIA, COLORADO, OREGON, SOUTH DAKOTA & UTAH
 Note: 2003 and 2004 WSDOT CCI data points adjusted to correct for spiking bid prices on
 structural steel



**Washington State
 Department of Transportation**

For more information, please call the WSDOT Construction Office at (360) 705-7822
 or visit <http://www.wsdot.wa.gov/biz/construction>

CONSTRUCTION COST INDICES

	WASHINGTON	FHWA	CALIFORNIA	COLORADO	OREGON	SOUTH DAKOTA	UTAH
YEAR	1990 = 110	1987 = 100	1987 = 100	1987 = 100	1987 = 100	1987 = 100	1987 = 100
1990	110	109	114	103	107	112	128
1991	121	108	108	111	119	114	126
1992	108	105	107	111	109	112	126
1993	106	108	113	115	115	117	151
1994	105	115	119	119	112	120	135
1995	124	122	115	122	138	133	166
1996	124	120	119	142	135	133	176
1997	139	131	125	140	150	147	163
1998	116	127	129	158	142	149	146
1999	120	137	139	159	155	169	143
2000	128	146	146	171	148	180	132
2001	129	145	154	157	130	153	153
2002	139	148	142	150	164	154	153
2003	145	150	149	154	172	161	127
2004	170	154	216	168	162	202	153
2005	176	184	268	255	206	196	260
2006	228	221	281	256	248	246	294
2007	230	—	342	293	278	270	279

WSDOT 2007 Index is the Annual Index

California, Colorado, Oregon, and Utah 2007 CCI is for quarters 1, 2 & 3

South Dakota 2007 CCI is for quarters 1 & 2

WSDOT 2003 and 2004 CCI data points adjusted to correct for spiking bid prices on structural steel

Note: FHWA CCI discontinued in 2007



WSDOT Highway Construction Costs

Fourth Quarter 2007

This is a recap of prices bid last quarter and includes a comparison to the previous quarter. It also compares the current year to date bid price for an item to the average from the previous year. It is intended to provide insight into the cost of an item by showing the range of prices bid. The estimated cost of future projects is dependant on many factors and the unit price selected is determined by an evaluation past history, future trends and specific details of the project. The average price listed for each item below is not intended to be the bid price used in an estimate.

Roadway Excavation: \$3.76 per cubic yard

The unit bid price decreased by \$30.04 from the average unit price of \$34.16 per cubic yard last quarter. The prices ranged from \$3.15 to \$100.00 per cubic yard. WSDOT awarded 456,647 cubic yards of roadway excavation during the fourth quarter of 2007 and 2,751 cubic yards during the third quarter. The average unit bid price in 2007 was \$6.30 per cubic yard, up 3.3% from \$6.10 in 2006.

Crushed Surfacing: \$12.78 per ton

The unit bid price decreased by \$12.25 from the average unit price of \$25.03 per ton last quarter. The prices ranged from \$8.10 to \$87.50 per ton. WSDOT awarded 67,277 tons of crushed surfacing during the fourth quarter of 2007 and 6,533 tons during the third quarter. The average unit bid price in 2007 was \$15.15 per ton, up 21.3% from \$12.49 in 2006.

Hot Mix Asphalt: \$54.97 per ton

The unit bid price decreased by \$28.70 from the average unit price of \$83.67 per ton last quarter. The prices ranged from \$45.11 to \$338.00 per ton. WSDOT awarded 181,976 tons of hot mix asphalt during the fourth quarter of 2007 and 5,322 tons during the third quarter. The average unit bid price for western Washington was \$82.22. The average unit bid price for eastern Washington was \$51.77. The average unit bid price in 2007 was \$61.36 per ton, up 7.4% from \$57.12 in 2006.

Concrete Pavement: \$202.83 per cubic yard

The unit bid price increased by \$83.77 from the average unit bid price of \$119.06 per cubic yard during the second quarter. WSDOT awarded 4,830 cubic yards of concrete pavement during the fourth quarter and 53,618 cubic yards of concrete pavement during the second quarter. The average unit bid price in 2007 was \$140.65 per cubic yard, down 49.6% from \$279.28 in 2006.

Structural Concrete: \$654.07 per cubic yard

The unit bid price increased by \$161.43 from the average unit bid price of \$492.64 per cubic yard last quarter. The prices ranged from \$425 to \$1,200 per cubic yard. WSDOT awarded 2,029 cubic yards of structural concrete during the fourth quarter of 2007 and 269 cubic yards during the third quarter. The average unit bid price in 2007 was \$567.75 per cubic yard, up 19.3% from \$475.88 in 2006.

Steel Reinforcing Bar: \$0.83 per pound

The unit bid price decreased by \$1.43 from the average unit price of \$2.26 per pound last quarter. The prices ranged from \$0.78 to \$1.25 per pound. WSDOT awarded 1,412,943 pounds of steel reinforcing bar during the fourth quarter of 2007 and 44,635 pounds during the third quarter. The

average unit bid price in 2007 was \$1.15 per pound, up 17.3% from \$0.98 in 2006.

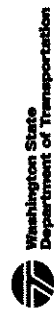
Structural Steel: \$1.70 per pound

The unit bid price decreased by \$0.97 from the average unit price of \$2.67 per pound in the first quarter of 2006. One contract awarded structural steel during the fourth quarter. WSDOT awarded 1,800,000 pounds of structural steel during the fourth quarter of 2007 and 236,000 pounds during the first quarter of 2006. The average unit bid price in 2007 was \$1.70 per pound, down 36.3% from \$2.67 in 2006.

WSDOT UNIT BID PRICES

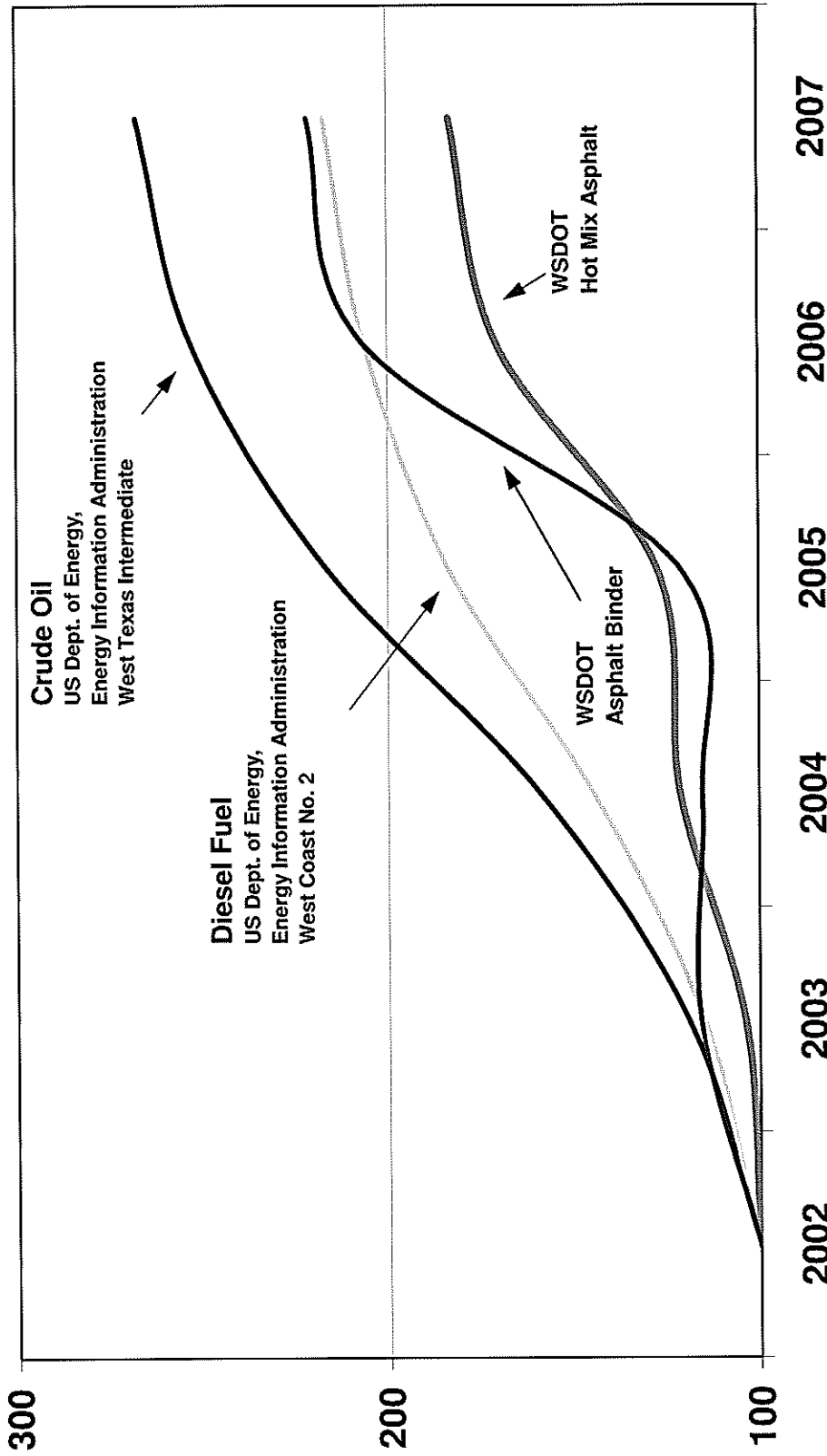
YEAR	ROADWAY EXCAVATION		CRUSHED SURFACING		HOT MIX ASPHALT		PORTLAND CEMENT CONCRETE PAVEMENT		STRUCTURAL CONCRETE		STEEL REINFORCING BAR		STRUCTURAL STEEL	
	\$/CY	CY AWARDED	\$/TON	TONS AWARDED	\$/TON	TONS AWARDED	\$/CY	CY AWARDED	\$/CY	CY AWARDED	\$/LB	LBS AWARDED	\$/LB	LBS AWARDED
1990	\$2.62	671,535	\$8.58	104,201	\$32.82	100,090	\$55.00	0	\$231.51	1,642	\$0.45	636,173	\$0.82	1,930,000
1991	\$4.05	1,808,745	\$9.62	571,159	\$28.62	1,013,919	\$61.53	22,740	\$322.81	10,415	\$0.45	3,510,600	\$1.04	2,186,000
1992	\$3.98	2,180,047	\$9.72	736,536	\$26.48	1,327,930	\$46.98	33,269	\$232.04	31,071	\$0.44	6,566,164	\$0.97	5,813,600
1993	\$3.24	6,142,080	\$7.65	1,988,632	\$27.23	2,043,134	\$59.97	58,370	\$265.49	40,201	\$0.42	8,054,307	\$0.88	11,848,000
1994	\$3.47	2,925,995	\$7.77	1,396,251	\$27.83	1,312,217	\$65.29	95,415	\$248.94	53,120	\$0.41	13,914,531	\$0.71	5,041,000
1995	\$4.46	2,551,036	\$9.28	1,079,113	\$28.28	1,282,315	\$100.83	16,508	\$285.02	28,026	\$0.44	5,601,982	\$1.34	1,378,000
1996	\$3.92	2,465,355	\$9.64	691,247	\$28.07	1,567,581	\$126.60	0	\$305.22	36,859	\$0.49	7,598,737	\$1.17	2,458,000
1997	\$4.92	1,406,484	\$10.30	631,209	\$31.35	1,631,318	\$152.37	747	\$313.29	6,963	\$0.51	1,380,557	\$1.37	1,352,000
1998	\$2.89	2,012,067	\$10.88	381,219	\$31.10	777,066	\$33.16	25,768	\$277.25	27,217	\$0.49	3,894,321	\$1.03	11,044,000
1999	\$3.79	3,340,657	\$11.21	771,540	\$28.54	2,244,177	\$36.43	104,901	\$323.92	31,775	\$0.45	4,796,081	\$1.12	1,444,000
2000	\$3.98	1,243,116	\$11.57	326,081	\$31.69	1,362,950	\$103.02	50,543	\$279.99	20,320	\$0.51	2,544,716	\$1.15	0
2001	\$2.81	5,030,996	\$11.08	704,391	\$32.01	1,938,378	\$117.65	24,233	\$359.38	24,836	\$0.41	7,973,186	\$1.17	9,170,000
2002	\$5.53	809,083	\$10.45	333,687	\$33.51	1,204,308	\$106.89	13,872	\$326.47	8,999	\$0.54	1,485,535	\$0.94	5,842,000
2003	\$5.39	1,924,839	\$10.26	739,709	\$34.78	1,823,518	\$87.75	132,901	\$380.84	47,445	\$0.50	7,536,245	\$1.13	5,478,400
2004	\$7.23	1,719,277	\$12.78	486,830	\$40.59	1,284,000	\$132.02	18,714	\$328.12	15,141	\$0.86	1,979,940	\$1.31	145,600
2005	\$5.61	4,155,185	\$12.82	663,167	\$42.64	1,338,076	\$118.36	108,956	\$419.25	38,012	\$0.91	5,105,718	\$1.50	4,300,380
2006	\$6.10	2,235,753	\$12.49	448,026	\$57.12	1,050,210	\$279.28	7,612	\$475.88	14,737	\$0.98	5,208,579	\$2.67	236,000
2007	\$6.31	1,717,938	\$15.15	737,708	\$61.36	1,212,649	\$140.65	66,559	\$567.75	20,553	\$1.15	5,313,761	\$1.70	1,800,000

The quantities shown in this table represent only quantities of the standard items used to calculate the Construction Cost Index and are not intended to represent the overall quantities of items awarded yearly by WSDOT. Unit bid prices for years when an item was not awarded were calculated by averaging the unit bid price of the year before and the year after. Note: WSDOT 2003 and 2004 CGI data points adjusted to correct for spiking bid prices on structural steel.



For more information, please call the WSDOT Construction Office at (360) 705-7822 or visit <http://www.wsdot.wa.gov/biz/construction>

WSDOT Asphalt, Crude Oil & Diesel Fuel Indices



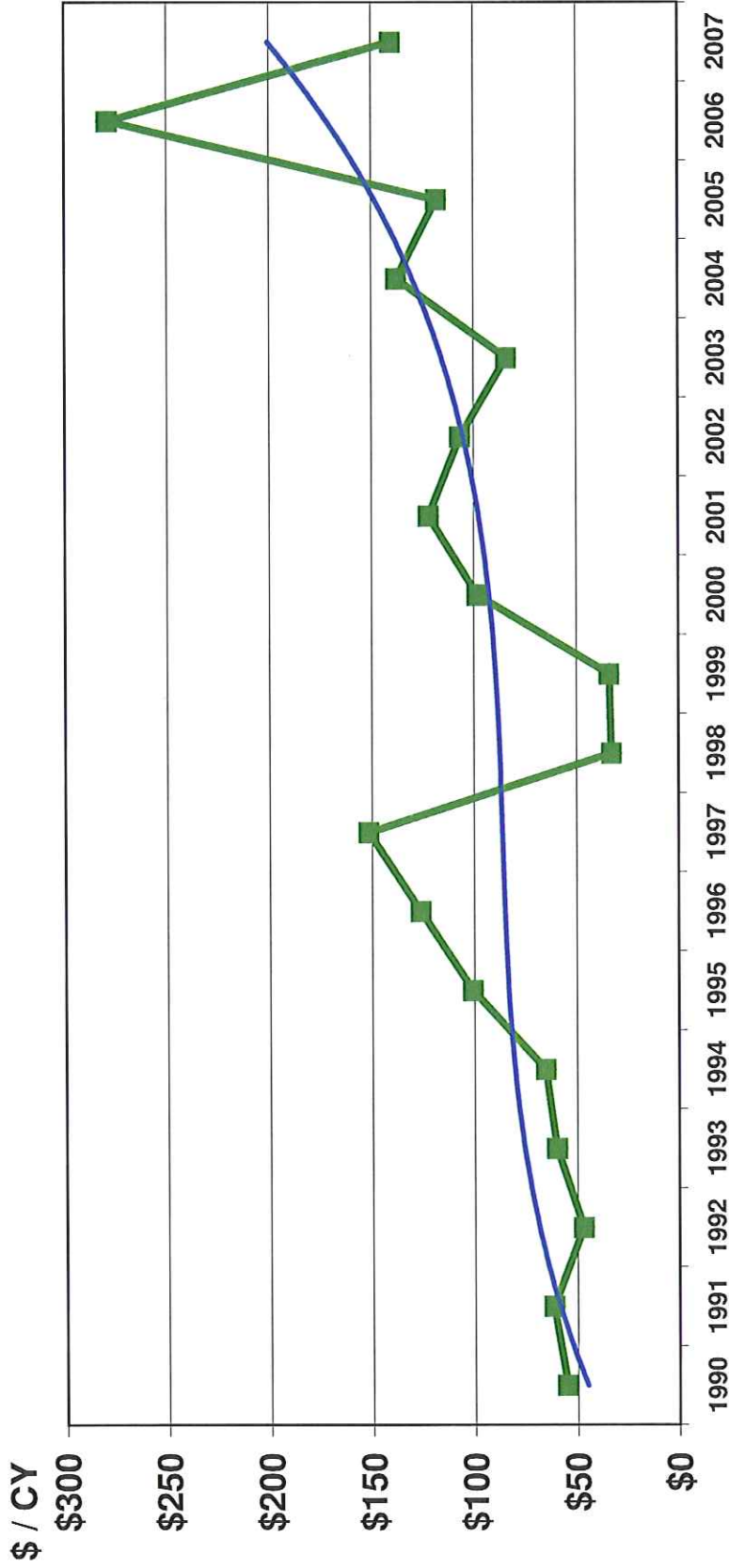
BASE 2002 = 100



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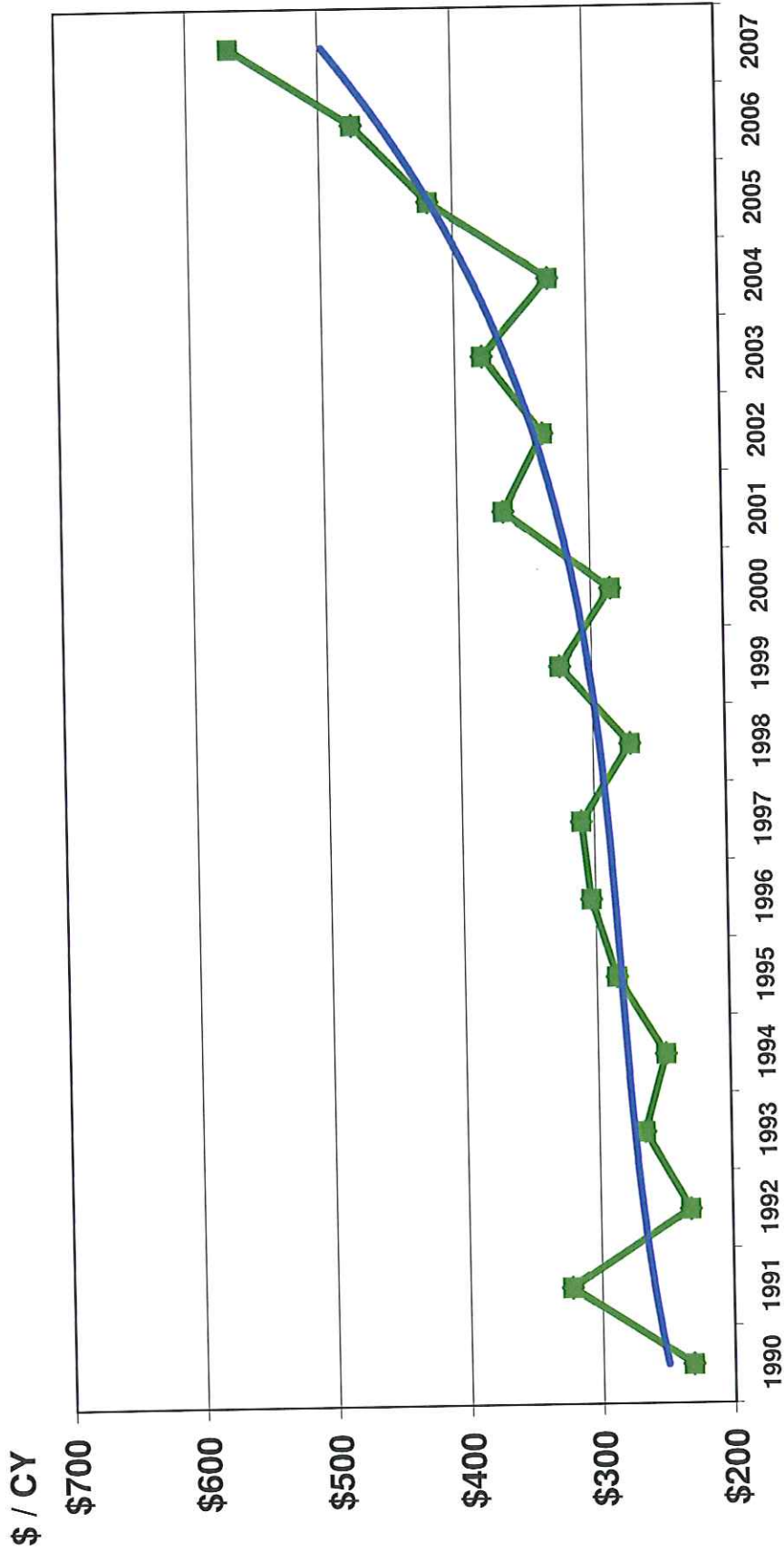
CONCRETE PAVEMENT UNIT BID PRICE



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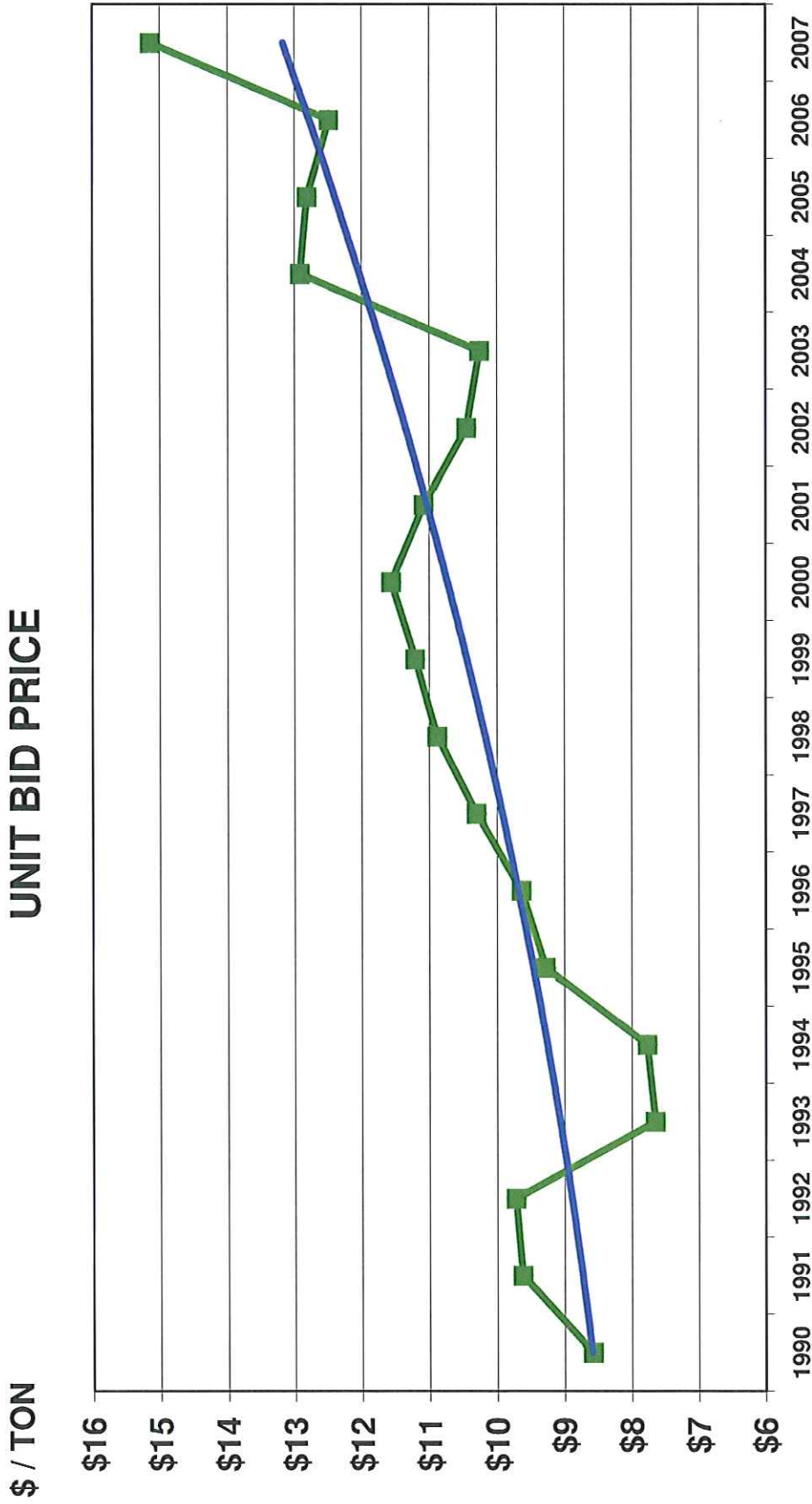
STRUCTURAL CONCRETE UNIT BID PRICE



**Washington State
Department of Transportation**

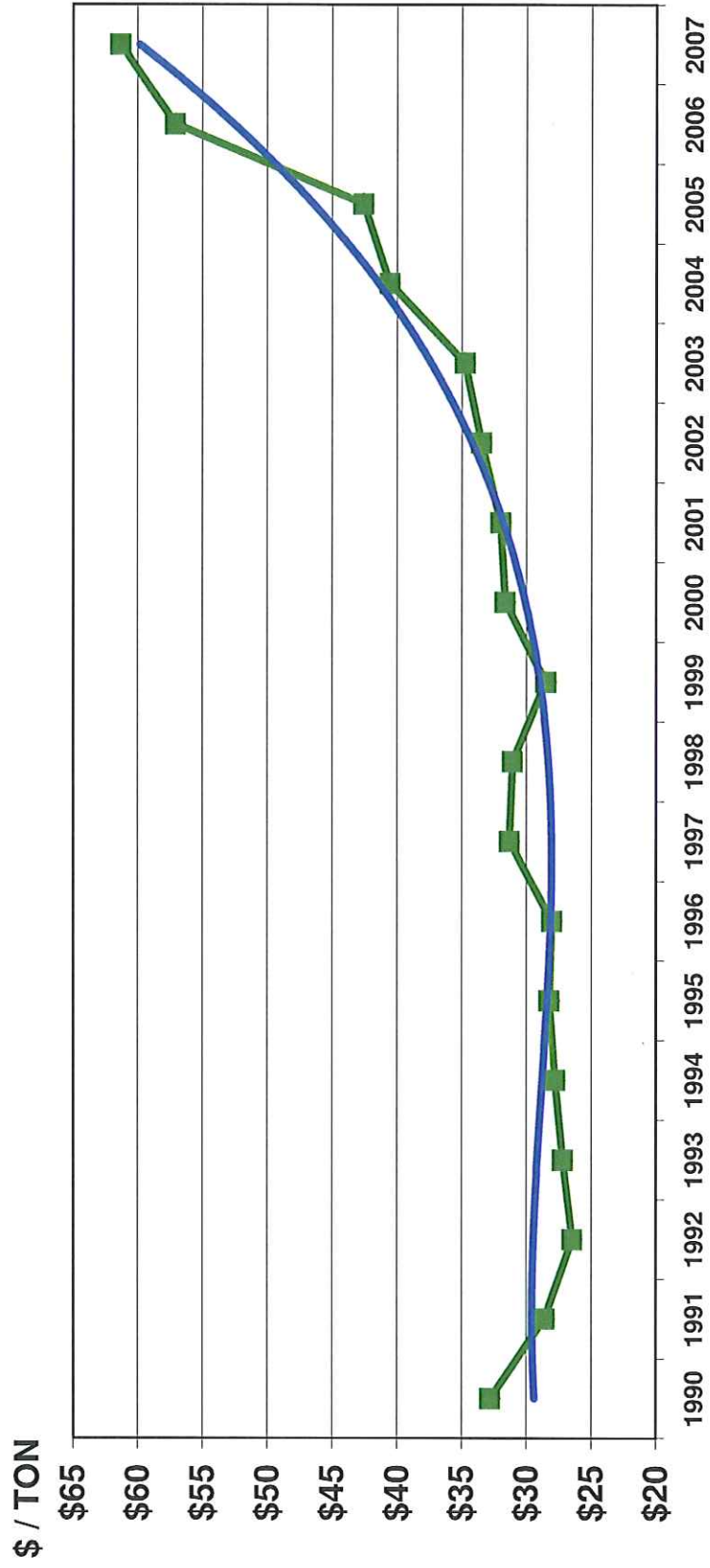
For more information, please call the WSDOT Construction Office at (360) 705-7822
or visit <http://www.wsdot.wa.gov/biz/construction>

CRUSHED SURFACING UNIT BID PRICE



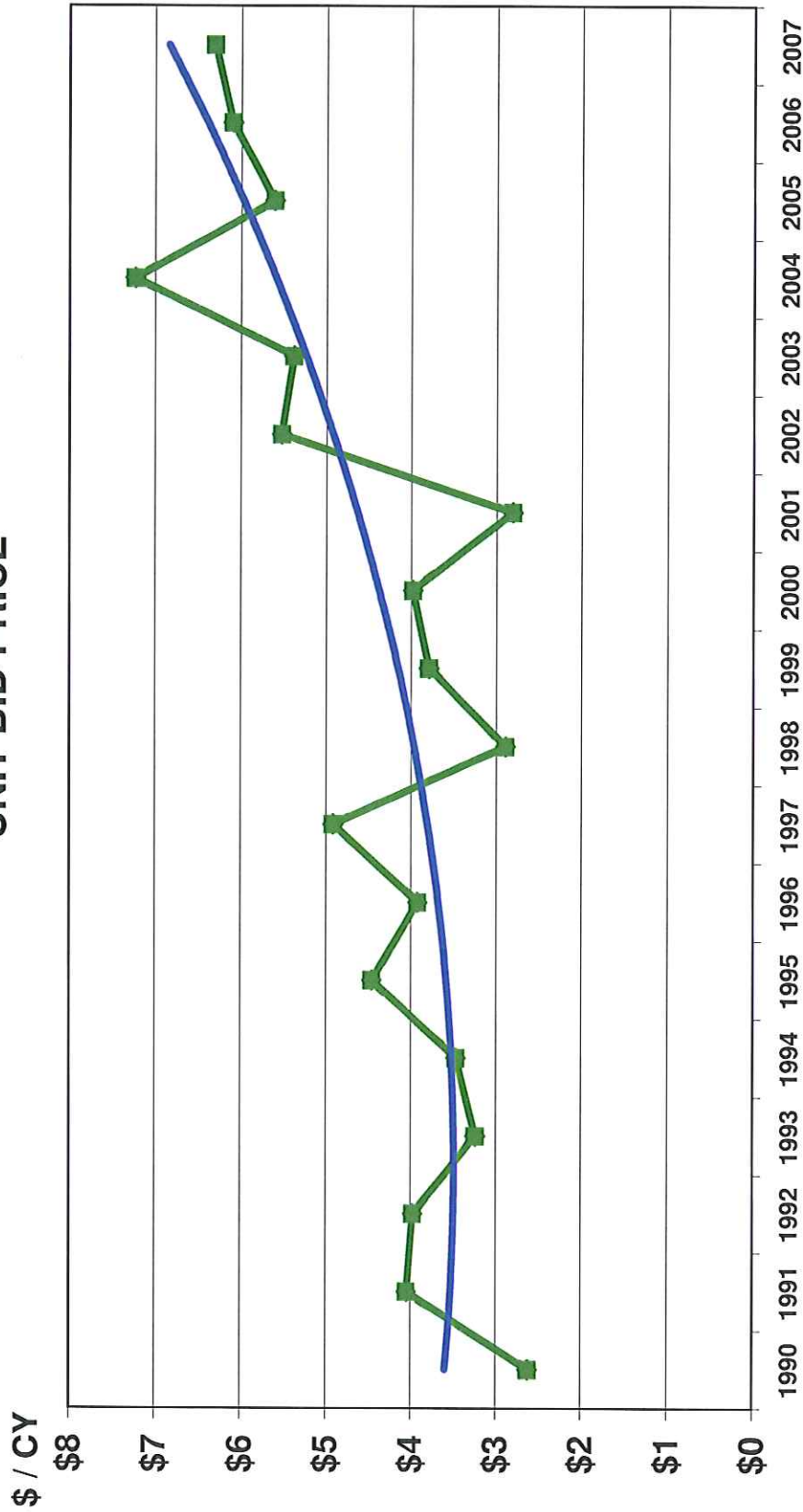
For more information, please call the WSDOT Construction Office at (360) 705-7822
or visit <http://www.wsdot.wa.gov/biz/construction>

HOT MIX ASPHALT UNIT BID PRICE



For more information, please call the WSDOT Construction Office at (360) 705-7822
or visit <http://www.wsdot.wa.gov/biz/construction>

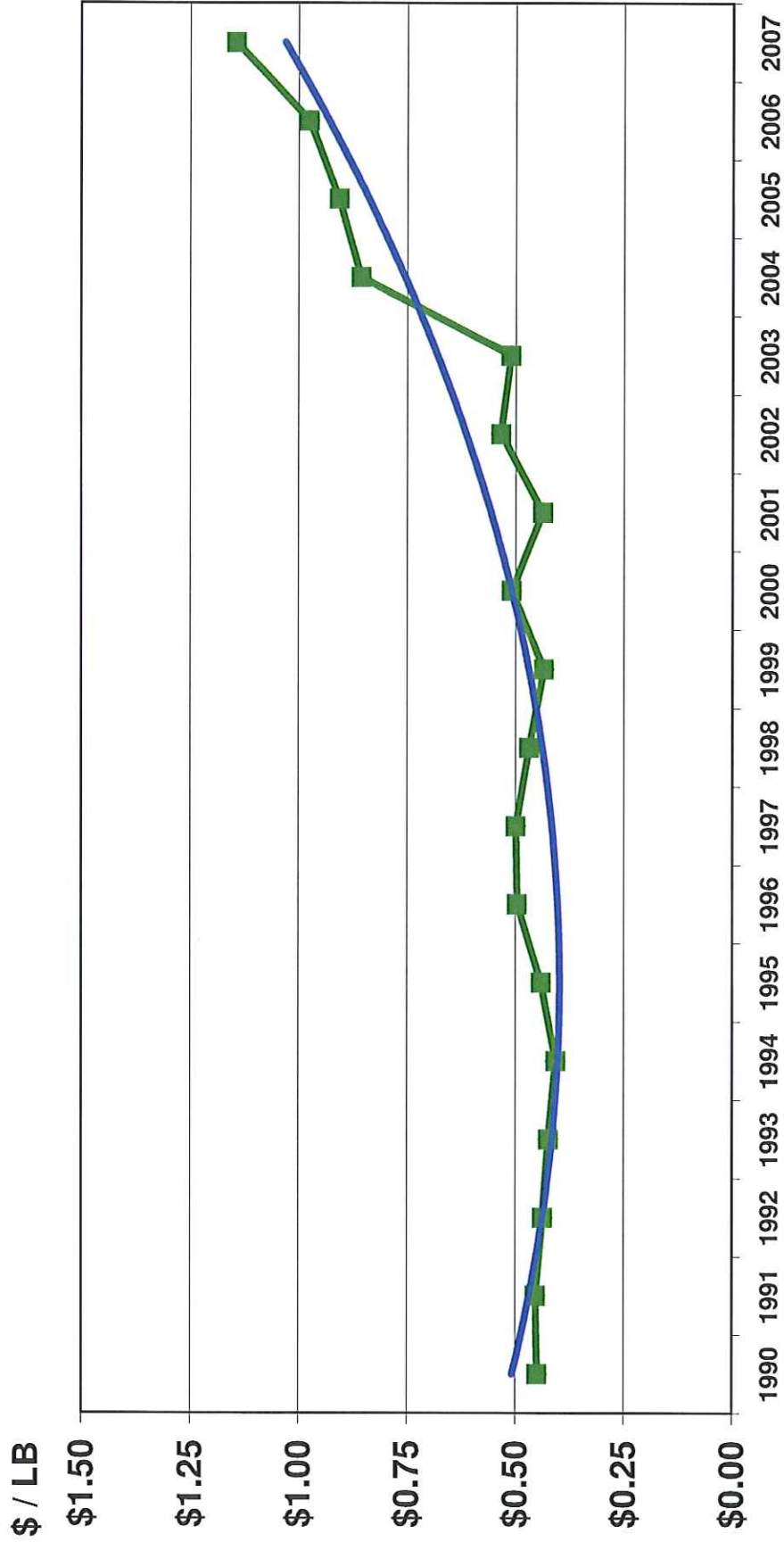
ROADWAY EXCAVATION UNIT BID PRICE



**Washington State
Department of Transportation**

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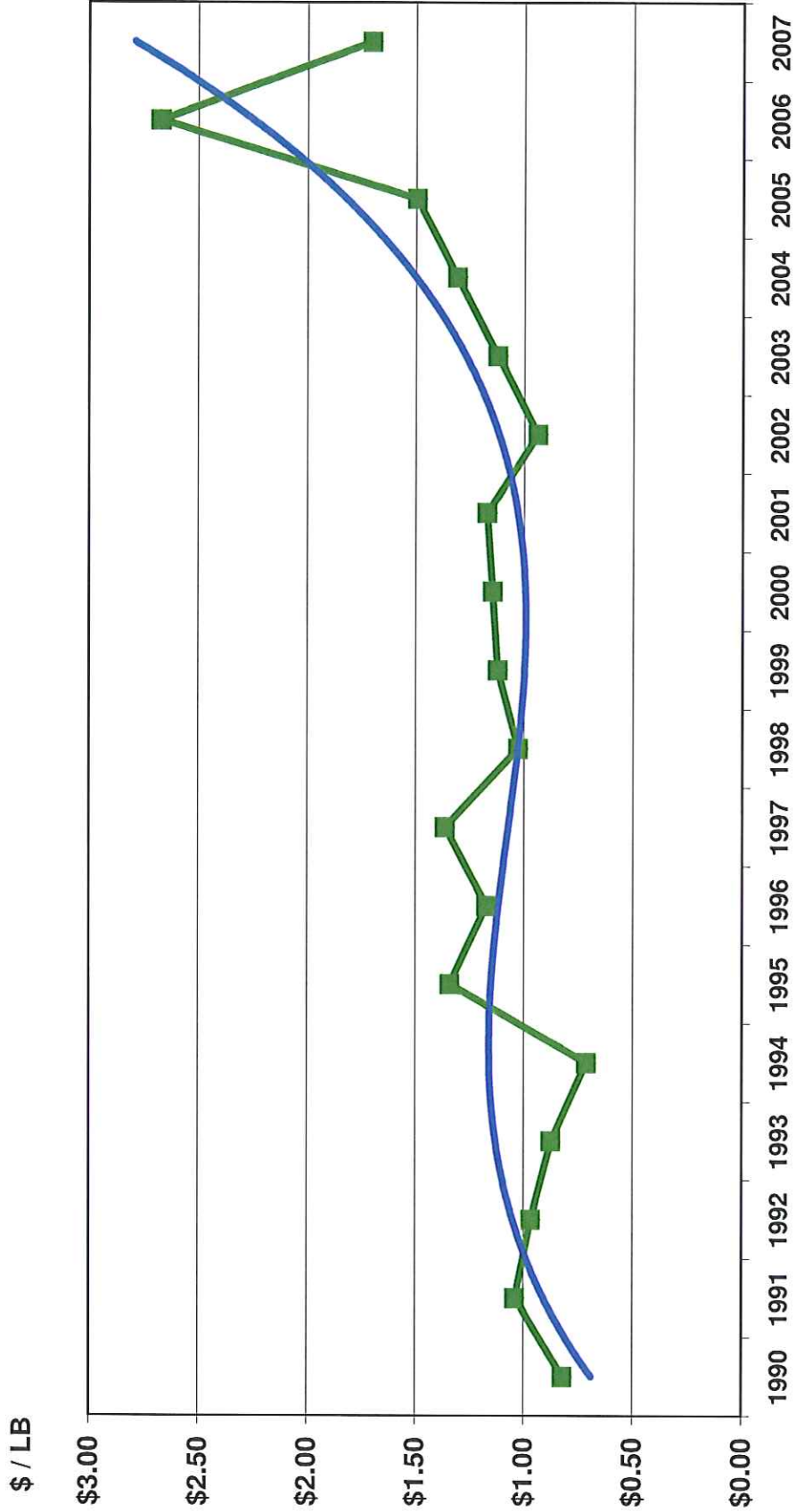
STEEL REINFORCING BAR UNIT BID PRICE



**Washington State
Department of Transportation**

For more information, please call the WSDOT Construction Office at (360) 705-7822
or visit <http://www.wsdot.wa.gov/biz/construction>

STRUCTURAL STEEL UNIT BID PRICE



**Washington State
Department of Transportation**

For more information, please call the WSDOT Construction Office at (360) 705-7822
or visit <http://www.wsdot.wa.gov/biz/construction>



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

Subject: Ordinance Increasing Sewer General Facility Charges.

Proposed Council Action:

Adopt ordinance increasing sewer general facility charges.

Dept. Origin: Finance

Prepared by: David Rodenbach

For Agenda of: March 10, 2008

Exhibits: Ordinance

Initial & Date

Concurred by Mayor:

Approved by City Administrator: PKK 3/5/08

Approved as to form by City Atty: CA 3/6/08

Approved by Finance Director: DR 3/5/08

Approved by Department Head: _____

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

This is an ordinance increasing the charge for connecting to the city's sewer system. This charge is referred to as a "General Facility Charge (GFC)." The increase is based on a study performed by Peninsula Financial Consulting. The GFC was last increased in May 2002.

FISCAL CONSIDERATION

Based on the 2007 General Facility Charge Study performed by Peninsula Financial Consulting, we are recommending the sewer GFC be increased from \$3,050 through \$3,390 depending on the zone, to \$8,540 across all zones.

The recommended GFC is lower than the previously recommended amount of \$8,790 because we lowered the existing facilities component of the treatment plant from 35% to 15% in an effort to be as conservative as reasonably possible.

With annual growth of 200 new connections this fee increase will generate an additional \$1,060,000 in revenue for the sewer system.

If a three percent growth factor (rather than the 10 percent used in 2008 and 2009) were used in table 1-9, the GFC would be \$7,960.

RECOMMENDATION / MOTION

Move to: Pass ordinance as presented.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SEWER CONNECTION AND GENERAL FACILITIES CHARGES ("GFC") (WHICH ARE DIFFERENT TERMS FOR THE SAME CHARGE), INCREASING THE SEWER GFC CHARGE TO BE PAID BY THE PROPERTY OWNER AT THE TIME OF CONNECTION WITH THE CITY'S WATER UTILITY SYSTEM, CONSISTENT WITH THE CITY'S RECENTLY ADOPTED STUDY ON SEWER GENERAL FACILITIES CHARGES; AMENDING GIG HARBOR MUNICIPAL CODE SECTION 13.32.060.

WHEREAS, the City has recently commissioned a study to be made of its water facility system, in order to analyze the basis for the existing Sewer General Facilities Charge (GFC) (also known as the "sewer connection fee" or "hook-up fee"); and

WHEREAS, the Sewer GFC was last reviewed and recalculated on May 13, 2002; and

WHEREAS, this study, titled the 2007 GFC and Rate Study, performed by Peninsula Financial Consulting, provided the data for the Council's review of the existing GFC rates in this Ordinance; and

WHEREAS, the City's SEPA Responsible Official has determined that this ordinance is categorically exempt from SEPA under WAC 197-11-800(20); and

WHEREAS, the 2007 GFC and Rate Study demonstrated that an increase in the sewer GFC's rates was warranted; and

WHEREAS, the City Council held a public hearing on the water GFC rate increase proposed by this ordinance on January 28, 2008, Now, Therefore,

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

Section 1. Section 13.32.060 of the Gig Harbor Municipal Code is hereby amended to read as follows:

13.32.060 Connection fees Sewer General Facilities Charges.

A. The city shall impose a the following connection fees Sewer General Facilities Charge of \$8,540 per equivalent residential unit to connect to the sewer system.:

1. ~~Zone A includes all properties which participated in the city's Sewer Utility Local Improvement District No. 1 (ULID No. 1), as described in Ordinance 169 establishing ULID No. 1. The connection fee General Facilities Charge for Zone A is \$3,250 _____ per equivalent residential unit (ERU).~~

2. ~~Zone B includes all properties which participated in the city's Sewer Utility Local Improvement District No. 2 (ULID No. 2), as described in Ordinance 515 establishing ULID No. 2. The connection fee General Facilities Charge for Zone B is \$3,070 _____ per equivalent residential unit (ERU).~~

3. ~~Zone C includes all property participating in the city's Sewer Utility Local Improvement District No. 3 (ULID No. 3), as described in Ordinance 617 establishing ULID No. 3 and additional property within Canterwood Subdivision Divisions 4 through 12 which is included in Canterwood's sewer capacity/utility extension agreement but not specifically included in ULID No. 3. The connection fee General Facilities Charge for Zone C is \$3,050 _____ per equivalent residential unit (ERU).~~

4. ~~The connection fee General Facilities Charge for all property not described in the above zones to which sewer service is extended is \$3,390 per equivalent residential unit (ERU).~~

B. The method/formula for determining the basic hook-up charge General Facilities Charge adjustment shall be: (basic hook-up-charge GFC/ERU) (number of ERUs) = total hook-up-charge GFC. The below assignment of equivalent residential units (ERUs) to classes of service shall be used. The ERU assignment shall be applied on a proportionate basis.

Class of Service	ERU Assignment
Residential	
1. Single-family dwelling	1 ERU
2. Multifamily dwelling	1 ERU per dwelling
3. Trailer courts,	
a) permanent mobile home parks	1 ERU per rental space provided sewer service
b) transient RV parks	0.33 ERU per RV site provided sewer service
4. Bed and breakfast	1 ERU, plus 1 ERU per 5 rental rooms

5. Home business (residential primary use)	1 ERU
Non-residential	
6. High schools, junior high schools and community colleges	1 ERU per 24 students
7. Elementary schools, preschools, day care	1 ERU per 54 students
8. Churches	1 ERU per 150 seats
- if parsonage	1 ERU additional
- if weekday child care or church school	1 ERU per 54 students additional
9. Hospitals – General	1 ERU per bed
10. Convalescent/rest homes	1 ERU per 2 beds
11. Hotels, motels	1 ERU per 2 rooms
- if quality restaurant	1 ERU per 8 seats additional
12. Quality restaurants	1 ERU per 8 seats
13. Fast food	1 ERU per 9 seats
14. Tavern	1 ERU per 15 seats
15. Service stations (without car wash)	2 ERUs
16. Car wash	
- Wand	1.5 ERUs per stall
- Rollover	7.0 ERUs
- Tunnel	7.5 ERUs
17. Laundromats	1 ERU per machine or actual or projected flow calculations approved by the city engineer. See subsection D of this section for more information about actual and projected flows.
18. Commercial (commercial shall include all classes not otherwise included in this table)	1 ERU per 1,600 sq. ft. or less of interior floor space. For commercial establishments in excess of 1,600 sq. ft. of interior floor space, the city may use actual or projected flow calculations approved by the city engineer. See subsection D of this section for more information about actual and projected flows.

(Commercial shall include all classes not otherwise included on this table.)

For commercial establishments in excess of 1,600 square feet of interior floor space, the city may use actual or projected flow calculations approved by the city engineer; provided, however, the minimum ~~connection fee~~ General Facilities Charge shall not be less than one equivalent residential unit. If projected flow calculations are used, the ~~connection fee~~ General Facilities Charge shall be adjusted after the first year of operation of the establishment to reflect actual flow usage in the event the flows were underestimated.

19.	Light industrial waste with a) 30 lbs to 200 lbs of S.S. per day, or b) 30 lbs to 200 lbs of BOD per day, and c) less than 10,000 gallons per day	Based on projected average monthly flows during peak season – 700 cu. ft. If projected flows are unknown then basis is same as Class 16
20.	Heavy industrial waste with more than a) 200 lbs of BOD per day, or b) 200 lbs of S.S. per day, or c) 10,000 gallons or more per day	Same as Class 17 1 ERU per machine.

C. Where seating is on benches or pews, the number of seats shall be computed on the basis of one seat for each 18 inches of bench or pew length.

D. Where actual or projected flows are used, the minimum ~~connection-fee~~ General Facilities Charge shall not be less than one equivalent residential unit. If projected flow calculations are used, the ~~connection-fee~~ General Facilities Charge shall be adjusted after the first year of operation of the establishment to reflect actual flow usage in the event the flows were underestimated. If projected flow calculations are proposed, it shall be the responsibility of the applicant to provide the engineered water consumption or other information necessary to determine the sewer flow, expressed in gallons per day (GPD).

Section 2. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the Ordinance or the application of the remainder to other persons or circumstances.

Section 3. Effective Date. This ordinance and any increase in the General Facilities Charges adopted in 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 ___th day of _____, 2008.

Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

By: _____
Molly Towslee, City Clerk

APPROVED AS TO FORM:

By: _____
Carol A. Morris, City Attorney

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



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

Subject: Ordinance Increasing Storm Water General Facility Charges.

Dept. Origin: Finance

Proposed Council Action:

Prepared by: David Rodenbach

Adopt ordinance increasing storm water general facility charges.

For Agenda of: March 10, 2008

Exhibits: Ordinance

Initial & Date

Concurred by Mayor:

Approved by City Administrator: ROK 3/6/08

Approved as to form by City Atty: LAM 3/6/08

Approved by Finance Director: DR 3/8/08

Approved by Department Head: _____

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

This is an ordinance establishing a General Facility Charge (GFC) for connecting to the city's storm water system. The GFC is based on a study performed by Peninsula Financial Consulting in 2007.

FISCAL CONSIDERATION

Based on the 2007 General Facility Charge Study, we are recommending a stormwater GFC of \$1,160 per residential equivalent billing unit. An "equivalent billing unit" is defined as 2,200 square feet of impervious ground cover and/or a single-family dwelling (GHMC Section 14.10.30).

The recommended GFC is lower than the previously recommended amount of \$1,300 because we removed the Annual NPDES Implementation Expenses from the list of planned capital improvements due to some uncertainty as to the nature of these planned expenses.

With projected annual growth of 200 new ERU's this fee increase will generate an additional \$230,000 in revenue for the storm water system.

If a three percent growth factor (rather than the 10 percent used in 2008 and 2009) were used in table 1-9, the GFC would be \$1,080.

RECOMMENDATION / MOTION

Move to: Pass ordinance as presented.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO STORM WATER GENERAL FACILITIES CHARGES ("GFC") IMPOSING A ONE-TIME GFC CHARGE TO BE PAID BY THE PROPERTY OWNER AT THE TIME NEW DEVELOPMENT IS CONNECTED TO THE CITY'S STORM WATER SYSTEM, CONSISTENT WITH THE CITY'S RECENTLY ADOPTED STUDY ON STORM WATER GENERAL FACILITIES CHARGES; ADDING A NEW SECTION 14.10.055 TO THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the state law authorizing the City to construct "systems of sewerage" and to "fix, alter, regulate and control the rates and charges for their use" allows the City to pay for improvements to its storm drainage system by imposing general facilities charges (GFC's) on property owners when the City issues development permits, which charges are based on the amount of impervious surface on property (RCW 35.67.020; *Tapps Brewing, Inc. v. City of Sumner*, 106 Wn. App. 79, 22 P.3d 280 (2001)); and

WHEREAS, the City has recently commissioned a study to be made of its storm water facility system, in order to determine whether the City should be imposing a storm water general facilities charge ("GFC"); and

WHEREAS, this study, titled the 2007 GFC and Rate Study, performed by Peninsula Financial Consulting, provided the data for the Council's review of the GFC charges in this Ordinance; and

WHEREAS, the City's SEPA Responsible Official has determined that this ordinance is categorically exempt from SEPA under WAC 197-11-800(20); and

WHEREAS, the 2007 GFC and Rate Study demonstrated that the City should be charging a storm water GFC to cover the cost of improvements to the City's storm water drainage system and

WHEREAS, the City Council held a public hearing on the storm water GFC rate increase proposed by this ordinance on January 28, 2008, Now, Therefore,

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

Section 1. A new Section 14.10.055 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

14.10.055. Storm Water System General Facilities Charges.

The method/formula for determining the general facility charge shall be: (number of equivalent billing units times \$1,300 = total general facility charge). The City shall require payment of the following general facilities charges from a property owner in order to obtain a development permit:

1 equivalent billing unit	\$1,160
2 equivalent billing units	\$2,320
3 equivalent billing units	\$3,480
4 or more equivalent billing units	As calculated in formula

Section 2. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the Ordinance or the application of the remainder to other persons or circumstances.

Section 3. Effective Date. This ordinance and any increase in the General Facilities Charges adopted in 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 ___th day of _____, 2008.

Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

By: _____
Molly Towslee, City Clerk

APPROVED AS TO FORM:

By: _____
Carol A. Morris, City Attorney

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



Subject: Skansie Avenue Parking Restrictions

Proposed Council Action: Adopt a Resolution prohibiting parking along the east Side of Skansie Avenue from 1,100 feet to 1,650 feet north of Rosedale Street

Dept. Origin: Engineering Division

Prepared by: Emily Appleton Senior Engineer

Handwritten initials and date: EA 3.6.08

For Agenda of: March 10, 2008

Exhibits: Location Map; Skansie Avenue north of Rosedale Steet - No Parking Zone Study dated January 17, 2008.

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: _____

Approved as to form by City Atty: (Am 3/5/08)

Approved by Finance Director: _____

Approved by Department Head: [Signature]

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and dollar amounts (\$0).

INFORMATION / BACKGROUND

The public has been utilizing both the north and southbound roadway shoulders along Skansie Avenue north of Rosedale Street to park vehicles while using the athletic fields at the high School. There is an existing parking lot located on the high school site that is available for public use while attending athletic events. In response to citizen concerns regarding increased pedestrian activity along and across Skansie Avenue and related parking on the shoulders in the vicinity of the athletic field access point (near Henderson Bay High School north of Rosedale Street), the City of Gig Harbor's Engineering Division completed the attached engineering and traffic investigation. The investigation recommended that a resolution to prohibit parking along the east side of Skansie Avenue in the vicinity of the athletic field access be put forth for Council action. Staff also proposes to authorize the City Engineer to create and maintain a "No Parking Zone Map" to keep an updated and concise record of this and future no parking zones in the City of Gig Harbor.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION










At the regularly scheduled Operations and Public Projects Committee meeting on January 17, 2008, this item was presented for consideration. It was the consensus of the Committee to prohibit parking along the east side of Skansie Avenue within the limits indicated.

RECOMMENDATION / MOTION

Move to: Approve this resolution authorizing the City Engineer to create and maintain a “No Parking Zone Map” and establishing a no parking zone on the east side of Skansie Avenue from 1,100 feet to 1,650 feet north of Rosedale Street and authorizing the City Engineer to cause appropriate signs to be posted.

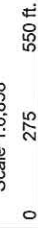
Skansie Avenue
Proposed Parking
Restriction Limits
City of Gig Harbor

Legend

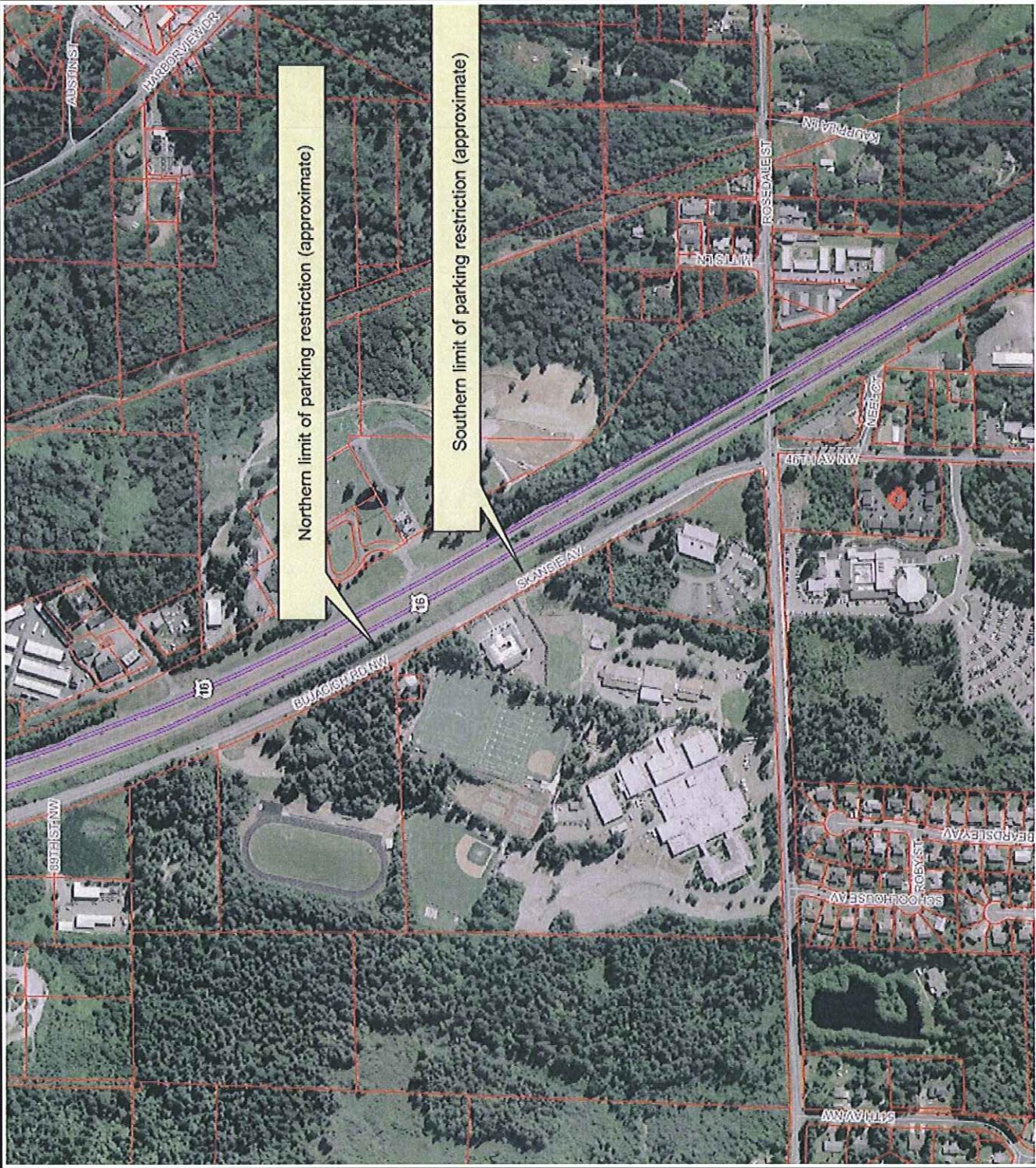
-  Tax Parcels
-  Roads
-  Interstate Limited Access State Routes
-  Other State Routes
-  Ramps
-  Major Arterial
-  Collector
-  Local Access
-  Orthos - 2005 - City of Gig Harbor

Printed: 3/5/08 6:46 PM

Scale 1:6,858



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The map 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. The orthophotos may not align with other data. The County assumes no liability for variations ascertained by actual survey. All data is expressly provided AS IS and WITH ALL FAULTS. The County makes no warranty of fitness for a particular purpose.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AUTHORIZING THE CITY ENGINEER TO CREATE AND MAINTAIN A "NO PARKING ZONE MAP" AND ESTABLISHING A NO PARKING ZONE ON THE EAST SIDE OF SKANSIE AVENUE FROM 1,100 FEET TO 1,650 FEET NORTH OF ROSEDALE STREET AND AUTHORIZING THE CITY ENGINEER TO CAUSE APPROPRIATE SIGNS TO BE POSTED.

WHEREAS, the Washington State Legislature has authorized a local authority to prohibit, regulate, or limit, stopping, standing, or parking of vehicles on any highway at all times or during such times as shall be indicated by official traffic control devices after an engineering and traffic investigation (WAC 308-330-270); and

WHEREAS, an engineering and traffic investigation recommending the installation of a no parking zone on the east side of Skansie Avenue north of Rosedale Street in the vicinity of the water tank was completed by the City of Gig Harbor on January 17, 2008 ; and

WHEREAS, on January 17, 2008, the Operations and Public Projects Committee reviewed the engineering and traffic investigation and concurred with the recommendation; Now, Therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The City Council hereby authorizes the City Engineer to create a "No Parking Zone Map" that shows the location of parking prohibitions in the City of Gig Harbor and to update the "No Parking Zone Map" each time the City Council approves a resolution relating to parking prohibitions in the City of Gig Harbor.

Section 2. The City Council hereby prohibits parking of vehicles on the east

side of Skansie Avenue between 1,100 feet and 1,650 feet north of Rosedale Street

Section 3. The City Council hereby authorizes the City Engineer to cause appropriate signage to be installed indicating the no parking zone limits.

PASSED by the City Council this 10th day of March, 2008.

APPROVED:

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY:  _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: 03/05/08
PASSED BY THE CITY COUNCIL: 03/10/08
RESOLUTION NO.

**SKANSIE AVENUE NORTH OF ROSEDALE STREET
Engineering and Traffic Investigation
No Parking Zone Study**

January 17, 2008
City of Gig Harbor, WA

SUMMARY

The City of Gig Harbor has compiled this Engineering and Traffic Investigation to address concerns related to pedestrian and parking activity on the shoulders of Skansie Avenue in the vicinity of Henderson Bay High School north of Rosedale Street. Engineering recommends that parking be prohibited on the east side of Skansie Avenue from the south limit of the school zone north of Rosedale approximately 1,800 feet north to where the No Passing Zone ends.

BACKGROUND

The City of Gig Harbor's Engineering Division has received telephone calls from concerned citizens regarding increased pedestrian activity and related parking on the shoulders in the vicinity of Henderson Bay High School along Skansie Avenue (north of Rosedale Street). The public has been utilizing both the north and southbound roadway shoulders to park vehicles while using the athletic fields at the high school. There is an existing parking lot located on the high school site that is available for use while attending athletic events.

The following factors have been considered in evaluating the parking practices and associated pedestrian activity along Skansie Avenue north of Rosedale Street.

- Traffic Data
 - existing speed limit
 - 85th Percentile Speed
 - pace speed
 - average daily traffic
- Road Characteristics
 - shoulder condition
 - grade
 - alignment
 - sight distance
- Roadside Development and Environment
 - parking practices
 - pedestrian activity
 - street lighting
- Accident History (from 2003 to 2007)

EXISTING CONDITIONS

The following data has been gathered by the City of Gig Harbor:

Traffic Data: The existing speed limit varies from 25 mph to 35 mph in the vicinity of the study. However, due to the location of Henderson Bay High School, a school zone (20 mph when children are present) was recently established, the limits of which extend into the south portion of the study area. The limits of the school zone are shown in Appendix A. Data collected from the City of Gig Harbor's TRAX I traffic counters in May 2006 (prior to the establishment of the school zone) indicated that the 85th percentile speed of the vehicles traveling in the study vicinity was 48 mph. The pace speed was measured to be 36 – 45 mph with 62% of the vehicles in the pace. The Average Daily Traffic (ADT) was measured as 3,191 vehicles. The traffic data output is included in Appendix B.

Road Characteristics: Skansie Avenue is a two lane paved roadway with double yellow centerline striping and no turn lanes. There is a paved shoulder varying in width from 5 feet 6 inches to 6 feet 3 inches both northbound and southbound through study vicinity. Travel lane widths measured in the vicinity of the Henderson Bay High School driveway are 11'3" (northbound) and 11'8" (southbound). The road grade on Skansie Avenue increases to the north of Rosedale Street, limiting visibility. The existing roadway striping and signing indicates that NO PASSING is allowed in the study area. Photograph(s) taken on January 15, 2008 are included in Appendix C.

Roadside Development and Environment: There is no existing roadside development along the eastern side of Skansie Avenue. There are grass drainage ditches on both the east and west sides of the road and an existing chain link fence to the east of the eastside drainage ditch. Henderson Bay High School (HBHS) and the water tank are situated on the west side of Skansie Avenue. The water tank access road is gated but provides pedestrian access to the athletic fields behind Gig Harbor High School (GHHS). From Henderson Bay High School south to Rosedale Street there is an existing 5'-6" wide sidewalk. **Parking Practices:** There have been reported observations of vehicles utilizing the shoulder of Skansie Avenue to park for using the athletic fields behind GHHS. Field observations collected January 15, 2008 note tire tracks in the dirt beyond the northbound lane's edge-of-pavement indicating the shoulder had recently been used for roadside parking. **Pedestrian Activity:** Field observations indicate that there was no pedestrian activity in the study area between 9:45 A.M. and 10:30 A.M. on January 15, 2008. There have been reported observations of pedestrians walking from vehicles parked along both sides of Skansie Avenue to access the athletic fields behind GHHS. **Street Lighting:** There are no existing streetlights or pedestrian lighting along Skansie Avenue from the intersection at Rosedale Street through the subject area although provisions have been made for distribution of power for future lighting.

Accident History: Accident data collected by the City of Gig Harbor Police Department indicates that no accidents occurred in the study area during a four year period starting February 2003 through December 2007. An accident summary sheet is included in Appendix D.

ANALYSIS & CONCLUSION

In accordance with WAC 308-330-265, local authorities like the City of Gig Harbor may, after an engineering and traffic investigation, adopt a resolution to prohibit the parking of vehicles on any highway. A "highway" is defined by RCW 46.04.197 as the entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

Accident history indicates that no accidents have occurred in the study area that would be correctable by prohibiting parking. However, due to the grade which limits visibility to the extent that no passing is allowed, vehicles parking on the east side of Skansie Avenue and the associated pedestrians crossing Skansie Avenue to access the athletic fields is not a desirable condition. Prohibiting parking on the east side and providing pedestrian lighting on the west side of Skansie Avenue along the existing sidewalk are actions that may increase safety along Skansie Avenue.

Engineering recommends that a resolution prohibiting parking along the east side of Skansie Avenue from the south limit of the school zone north to the point where passing is allowed (approximately 1,800 feet) be put before Council for approval. Engineering also recommends that pedestrian lighting be installed on the west side of Skansie Avenue along the existing sidewalk as funding becomes available.

Appendices: A – Location Map
B – Traffic Data
C – Photographs of Study Area
D – Accident Summary Data
E – WAC and RCW references

EA 1-17-08

**APPENDIX A:
LOCATION MAP**

Skansie Avenue north of Rosedale Street

No Parking Study

Legend

- Tax Parcels
- Roads
- Interstate
- Limited Access State Routes
- Other State Routes
- Ramps
- Major Arterial
- Collector
- Local Access
- Orthos - 2005 - City of Gig Harbor

Printed: 1/17/08 10:41 AM

Scale 1:6,038

A



The map features are approximate and are intended only to provide an indication of site feature. Additional areas that have not been mapped may be present. This is not a survey. The orthophotos may not align with other data. The County assumes no liability for variations ascertained by actual survey. All data is expressly provided AS IS and WITH ALL FAULTS. The County makes no warranty of fitness for a particular purpose.

**APPENDIX B:
TRAFFIC DATA**

Page 2
 2006 May - Skansie Ave north of Rosedal
 Site Code: 00000000185
 Station ID: Skansie n/o Rosedale

CITY OF GIG HARBOR PUBLIC WORKS DEPT.
 3510 Grandview Street
 Gig Harbor, WA 98335
 (253) 851-6170

Skansie Avenue
 north of Rosedale Street
 Date Printed: 18-May-06

NB, SB	0	15	16	20	21	25	26	30	31	35	36	40	41	45	46	50	51	55	56	60	61	65	66	70	71	75	76	7999	88th	95th	
Start Time	0	0	0	0	0	0	0	0	0	0	1	1	1	1	1	0	1	0	1	0	0	0	0	0	0	0	0	0	Total	Percent	Percent
05/03/06	0	0	0	0	0	0	0	0	0	0	1	1	1	1	1	0	1	0	1	0	0	0	0	0	0	0	0	3	56	56	
01:00	0	0	0	0	0	0	0	0	0	0	1	1	1	1	1	0	1	0	0	0	0	0	0	0	0	0	0	3	61	61	
02:00	0	0	0	0	0	0	0	0	0	0	2	2	2	2	2	0	0	0	0	0	0	0	0	0	0	0	0	4	45	46	
03:00	0	0	0	0	0	0	0	0	0	0	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	8	44	46	
04:00	0	0	0	0	0	0	0	0	0	0	16	15	15	15	5	4	4	2	2	4	0	0	1	0	0	0	0	51	49	54	
05:00	4	0	0	0	0	0	0	0	7	8	43	45	45	45	34	15	15	4	4	4	0	0	0	0	0	0	152	50	54		
06:00	15	0	0	0	0	0	0	0	31	31	104	87	87	87	67	22	22	5	5	5	0	0	0	0	0	0	331	49	52		
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11:00	4	0	0	0	0	0	2	2	33	33	62	66	66	66	28	10	10	1	1	1	0	0	0	0	0	0	0	207	47	51	
12 PM	7	0	0	0	3	3	6	6	39	39	97	77	77	77	19	11	11	2	2	2	1	1	0	0	0	0	0	262	45	51	
13:00	10	0	0	0	3	3	8	8	45	45	107	80	80	80	21	4	4	1	1	1	0	0	0	0	0	0	0	280	44	48	
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15:00	7	0	0	0	0	0	0	0	19	19	96	112	112	112	44	22	22	5	5	5	2	2	0	0	0	0	0	307	48	53	
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23:00	0	0	0	0	0	0	0	0	0	0	1	2	2	2	2	1	1	0	0	0	0	0	0	0	0	0	6	47	51		
Total	102	1	13	47	490	1225	1092	540	216	44	9	2	2	2	2	2	2	1	1	1	1	1	1	1	1	1	2	3782			
Percent	2.7%	0.0%	0.3%	1.2%	13.0%	32.4%	28.9%	14.3%	5.7%	1.2%	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%				
AM Peak	06:00	06:00	08:00	08:00	08:00	07:00	06:00	06:00	06:00	06:00	01:00	04:00	04:00	04:00	06:00	10:00	06:00	06:00	06:00	06:00	01:00	01:00	04:00	04:00	04:00	04:00	10:00	06:00			
Vol.	15	4	4	11	57	104	91	67	22	5	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	331			
PM Peak	14:00	13:00	12:00	14:00	14:00	13:00	15:00	16:00	16:00	15:00	15:00	15:00	15:00	15:00	16:00	16:00	15:00	15:00	14:00	14:00	15:00	15:00	14:00	14:00	14:00	14:00	18:00	14:00			
Vol.	18	1	3	12	76	107	112	58	22	6	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	1	312			

Page 3
 2006 May - Skansie Ave north of Rosedale
 Site Code: 00000000185
 Station ID: Skansie n/o Rosedale
 Skansie Avenue
 north of Rosedale Street
 Date Printed: 18-May-06

CITY OF GIG HARBOR PUBLIC WORKS DEPT.
 3510 Grandview Street
 Gig Harbor, WA 98335
 (253) 851-6170

NB, SB	0	16	21	26	31	35	40	45	46	51	56	61	66	71	75	76	85th	95th	
Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	Total	Percent	Percent
05/04/06	0	0	0	0	0	2	0	0	2	3	0	0	0	0	0	0	7	52	53
01:00	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	36	36
02:00	0	0	0	0	0	2	2	0	0	0	0	0	0	0	0	0	4	41	42
03:00	0	0	0	0	1	5	5	1	1	0	0	0	0	0	0	0	13	45	50
04:00	0	0	0	0	7	22	14	9	4	1	1	1	0	0	0	0	58	48	53
05:00	4	0	0	0	3	50	39	25	9	2	1	1	1	0	0	0	134	49	53
06:00	6	0	2	1	22	90	109	67	18	9	1	0	0	0	0	0	325	49	53
07:00	11	2	0	1	30	94	108	41	10	2	1	0	0	0	0	0	300	46	50
08:00	5	0	0	5	28	84	61	28	12	3	1	0	0	0	0	0	227	47	52
09:00	3	0	0	0	23	69	45	25	14	0	1	0	0	0	0	0	180	48	52
10:00	9	1	0	2	35	85	65	30	14	3	0	0	0	0	0	0	244	47	52
11:00	8	0	1	7	34	77	67	37	20	1	1	0	0	0	0	0	253	48	53
12 PM	8	0	0	2	24	88	75	17	9	3	0	0	0	0	0	0	226	45	51
13:00	11	3	0	4	36	93	71	36	8	0	0	0	0	0	0	0	262	46	50
14:00	5	0	2	2	41	124	86	32	8	2	0	1	1	0	0	0	303	45	50
15:00	9	1	0	6	25	102	87	46	15	2	2	1	1	0	0	0	295	48	52
16:00	8	0	0	2	22	79	83	44	19	0	0	0	0	0	0	0	257	48	52
17:00	2	0	2	0	17	56	71	50	25	3	1	1	0	0	0	0	227	50	54
18:00	2	0	1	2	19	38	43	28	16	8	3	1	1	1	1	0	160	51	57
19:00	0	0	0	0	13	31	29	13	6	3	1	0	0	0	0	0	96	48	54
20:00	0	0	0	0	5	16	31	16	5	2	0	0	0	0	0	0	75	49	53
21:00	0	0	0	0	1	4	10	10	4	1	0	0	0	0	0	0	30	50	53
22:00	0	0	0	0	2	3	7	1	4	0	0	0	0	0	0	0	17	51	53
23:00	0	0	1	0	0	0	1	0	1	1	0	0	0	0	0	0	3	51	51
Total	91	7	9	34	388	1215	1109	558	225	45	11	4	4	1	1	0	3697		
Percent	2.5%	0.2%	0.2%	0.9%	10.5%	32.9%	30.0%	15.1%	6.1%	1.2%	0.3%	0.1%	0.1%	0.0%	0.0%	0.0%			
AM Peak	07:00	07:00	06:00	11:00	10:00	07:00	06:00	06:00	11:00	06:00	04:00	05:00	06:00	06:00	06:00	06:00	06:00		
Vol.	11	2	2	7	35	94	109	67	20	9	1	1	1	1	1	1	325		
PM Peak	13:00	13:00	14:00	15:00	14:00	14:00	15:00	17:00	17:00	18:00	15:00	14:00	14:00	18:00	18:00	14:00	14:00		
Vol.	11	3	2	6	41	124	87	50	25	8	1	1	1	1	1	1	303		

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 2006 May - Skansie Ave north of Rosedal
 Site Code: 00000000185
 Station ID: Skansie n/o Rosedale

Skansie Avenue
 north of Rosedale Street
 Date Printed: 18-May-06

NB, SB	15	16	21	26	31	36	41	46	51	56	61	66	71	75	76	7999	Total	85th Percent	95th Percent
05/05/06	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	41	41
01:00	0	0	0	0	0	1	3	0	0	0	0	0	0	0	0	0	4	42	43
02:00	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	3	38	38
03:00	0	0	0	0	1	3	3	1	0	0	0	0	0	0	0	0	8	43	46
04:00	1	0	0	0	6	11	22	7	0	1	0	0	0	0	0	0	48	46	49
05:00	0	0	0	0	3	29	43	23	11	2	0	2	0	0	0	0	113	50	54
06:00	3	0	0	2	15	80	81	52	17	3	0	0	0	0	0	0	253	49	52
07:00	8	1	0	7	29	83	78	23	9	0	0	0	0	0	0	0	238	45	50
08:00	10	1	3	8	30	60	66	26	7	2	2	0	0	0	0	0	215	46	50
09:00	3	0	0	3	24	62	48	26	7	3	0	0	0	0	0	0	176	47	51
10:00	7	0	0	7	29	69	54	26	14	3	0	0	0	0	0	0	209	48	53
11:00	5	0	1	0	24	77	74	18	9	0	0	0	0	0	0	0	208	45	50
12 PM	8	0	0	1	20	74	73	46	9	2	0	0	0	0	0	0	233	48	50
13:00	11	0	0	0	20	70	75	48	13	1	0	0	0	0	0	0	238	48	51
14:00	18	0	0	1	24	85	80	40	17	9	1	1	0	0	1	0	278	49	55
15:00	10	0	0	0	21	113	71	43	17	6	2	0	0	0	0	0	283	48	53
16:00	3	1	0	3	22	94	73	47	10	11	2	0	0	0	0	0	266	49	55
17:00	1	0	0	3	10	40	59	37	23	6	1	1	0	0	0	0	181	51	55
18:00	8	0	0	2	20	57	50	27	11	4	1	0	0	0	0	0	180	48	53
19:00	2	0	0	3	9	35	60	21	5	1	2	0	0	0	0	0	138	47	51
20:00	0	0	0	0	16	30	56	22	6	1	0	0	0	0	0	0	131	47	50
21:00	3	0	0	0	4	10	18	13	6	1	0	1	0	0	0	0	56	50	54
22:00	0	0	0	1	1	11	9	3	3	3	0	0	0	0	0	0	31	53	56
23:00	0	0	0	0	2	4	3	3	2	0	0	0	0	0	0	0	14	48	51
Total	101	3	4	41	331	1102	1100	552	196	59	11	5	0	0	1	0	3506		
Percent	2.9%	0.1%	0.1%	1.2%	9.4%	31.4%	31.4%	15.7%	5.6%	1.7%	0.3%	0.1%	0.0%	0.0%	0.0%	0.0%			
AM Peak	08:00	07:00	08:00	08:00	08:00	07:00	06:00	06:00	06:00	06:00	08:00	05:00					06:00		
Vol.	10	1	3	8	30	83	81	52	17	3	2	2					253		
PM Peak	14:00	16:00	14:00	16:00	14:00	15:00	14:00	13:00	17:00	16:00	15:00	14:00	14:00	14:00	14:00	14:00	15:00		
Vol.	18	1	1	3	24	113	80	48	23	11	2	1	1	1	1	1	283		

CITY OF GIG HARBOR PUBLIC WORKS DEPT.
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 2006 May - Skansie Ave north of Rosedale
 Site Code: 000000000185
 Station ID: Skansie n/o Rosedale
 Skansie Avenue
 north of Rosedale Street

Date Printed: 18-May-06

NB, SB	0	16	21	26	31	36	41	46	51	56	61	66	71	76	81	85th	95th
Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	9999	Total	Percent	Percent
05/06/06	0	0	0	0	0	1	3	3	0	2	0	0	1	0	10	56	57
01:00	0	0	0	0	0	1	2	2	0	0	0	0	0	0	5	46	47
02:00	0	0	0	0	2	0	0	0	0	0	0	0	0	0	4	41	42
03:00	0	0	0	0	0	3	6	0	0	0	0	0	0	0	9	44	45
04:00	2	0	0	0	5	6	6	6	2	1	1	0	0	0	29	50	60
05:00	3	0	0	0	2	7	9	7	3	2	1	2	0	0	36	53	65
06:00	1	0	0	0	1	19	13	11	4	2	1	0	0	0	52	50	54
07:00	6	0	0	1	14	54	49	31	14	2	1	0	0	0	172	49	53
08:00	1	0	0	0	15	65	81	27	14	5	3	0	0	0	211	48	54
09:00	4	0	0	2	17	65	64	37	13	2	0	0	0	0	204	48	52
10:00	4	0	0	0	28	68	68	45	15	2	1	0	0	0	231	49	52
11:00	3	0	0	0	20	74	75	50	14	2	0	0	0	0	235	49	52
12 PM	7	0	0	0	10	43	82	37	13	4	1	0	0	0	198	49	53
13:00	6	0	0	0	5	41	54	44	12	4	1	0	1	0	164	49	52
14:00	3	0	0	2	8	47	63	37	10	4	1	0	0	0	175	49	53
15:00	9	0	0	0	11	49	44	25	12	4	1	0	0	0	155	49	54
16:00	3	0	0	0	6	40	43	22	11	4	0	0	0	0	129	49	54
17:00	0	0	0	0	6	31	37	16	7	3	3	0	0	0	103	50	58
18:00	0	0	0	0	9	34	32	20	10	2	1	0	0	0	108	50	54
19:00	0	0	0	0	6	26	31	14	7	0	1	0	0	0	85	48	52
20:00	0	0	0	1	7	31	27	6	5	0	0	0	0	0	77	45	51
21:00	0	0	0	1	3	8	14	7	1	1	0	0	0	0	35	47	50
22:00	0	0	0	0	3	6	8	4	2	0	0	0	0	0	23	48	51
23:00	0	0	0	1	3	2	2	4	2	1	0	0	0	0	15	51	52
Total	52	0	1	8	181	718	815	455	171	43	17	2	2	0	2465		
Percent	2.1%	0.0%	0.0%	0.3%	7.3%	29.1%	33.1%	18.5%	6.9%	1.7%	0.7%	0.1%	0.1%	0.0%			
AM Peak	07:00			09:00	10:00	11:00	08:00	11:00	10:00	08:00	08:00	05:00	00:00		11:00		
Vol.	6			2	28	71	81	50	15	5	3	2	1		235		
P1M Peak	15:00			14:00	15:00	15:00	12:00	13:00	12:00	12:00	17:00		13:00		12:00		
Vol.	9			2	11	49	82	44	13	4	3		1		198		

2006 May - Skansie Ave north of Rosedal
 Site Code: 00000000185
 Station ID: Skansie n/o Rosedale

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Skansie Avenue
 north of Rosedale Street
 Date Printed: 18-May-06

NB, SB	15	16	20	21	25	26	30	31	35	36	40	41	45	46	50	51	55	56	60	61	65	66	70	71	75	76	85th Total	95th Percent				
05/07/06	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7	50	*			
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*		
02:00	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	37	46		
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	43	44	44		
04:00	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	28	49	56	56		
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20	48	52	52		
06:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	65	51	56	56		
07:00	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	110	50	53	53		
08:00	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	221	48	50	50		
09:00	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	157	49	54	54		
10:00	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	250	48	53	53		
11:00	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	176	48	50	50		
12 PM	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	209	49	54	54		
13:00	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	143	49	53	53		
14:00	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	143	51	54	54		
15:00	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	210	47	52	52		
16:00	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	135	50	54	54		
17:00	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	132	48	53	53		
18:00	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	101	53	57	57		
19:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	93	49	53	53		
20:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	50	50	53	53		
21:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	19	55	57	57		
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12	51	52	52		
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	46	47	47		
Total	34	0	0	2	193	13	667	732	401	200	45	7	3	3	0	1	2298															
Percent	1.5%	0.0%	0.0%	0.1%	8.4%	0.6%	29.0%	31.9%	17.4%	8.7%	2.0%	0.3%	0.1%	0.1%	0.0%	0.0%																
AM Peak	09:00				10:00		10:00	10:00	08:00	10:00	06:00	09:00	06:00															10:00				
Vol	3				27	2	85	78	52	21	3	2	1														250					
PM Peak	15:00				15:00		15:00	12:00	12:00	14:00	18:00	12:00	12:00	12:00														15:00				
Vol	6				18	4	73	80	29	23	7	1	1														15:00					

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 3510 Grandview Street
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2006 May - Skansie Ave north of Rosedale
 Site Code: 00000000185
 Station ID: Skansie n/o Rosedale

Skansie Avenue
 north of Rosedale Street
 Date Printed: 18-May-06

NB. SB	Start Time	16		21		26		31		36		41		46		51		56		61		66		71		76		81		86		91								
		15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100	105	110	115	120	125	130	135	140	145	150	155	160	165	170							
05/08/06	0	0	0	0	0	0	2	2	0	0	2	1	1	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0					
01:00	0	0	0	0	0	0	2	2	0	0	2	1	1	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
02:00	0	0	0	0	0	0	1	1	0	0	1	1	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
03:00	0	0	0	0	0	0	1	1	0	0	1	1	2	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
04:00	0	0	0	0	0	0	1	1	0	0	1	1	2	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
05:00	5	0	0	0	0	0	4	3	7	7	18	19	19	9	5	6	3	3	3	3	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
06:00	8	0	0	0	0	0	9	4	7	43	51	51	26	6	26	6	5	5	5	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
07:00	11	0	0	0	0	0	11	3	47	96	114	114	60	12	60	12	12	12	2	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
08:00	5	0	0	0	0	0	4	1	19	70	71	30	8	8	8	1	1	1	1	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
09:00	4	0	0	0	0	0	2	0	27	49	52	17	8	1	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
10:00	3	1	1	1	1	1	2	2	29	68	74	37	14	5	5	5	5	5	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
11:00	4	1	1	0	0	0	2	2	25	76	70	36	12	2	12	12	12	2	2	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
12 PM	8	0	0	0	0	0	1	1	34	92	65	23	13	1	13	13	13	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
13:00	6	0	0	0	0	0	0	0	31	87	67	34	14	4	14	14	14	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
14:00	12	1	1	1	1	1	2	2	30	92	86	37	11	1	37	37	11	1	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
15:00	2	0	0	0	0	0	1	1	23	98	111	59	11	3	59	59	11	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
16:00	7	0	0	0	0	0	2	2	20	88	73	41	17	5	41	41	17	5	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:00	6	0	0	1	1	1	1	1	13	58	59	30	18	7	30	30	18	7	7	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
18:00	5	0	0	0	0	0	1	1	13	50	31	21	16	3	21	21	16	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
19:00	0	0	0	0	0	0	0	0	10	30	35	25	7	1	25	25	7	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20:00	0	0	0	0	0	0	0	0	5	17	27	12	6	1	12	12	6	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
21:00	0	0	0	0	0	0	0	0	2	7	13	10	2	2	10	10	2	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22:00	0	0	0	0	0	0	0	0	2	1	4	0	3	1	4	4	3	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23:00	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	86	3	3	5	20	375	1141	1108	553	212	48	9	2	2	48	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	
Percent	2.4%	0.1%	0.1%	0.6%	10.5%	32.0%	31.1%	31.1%	15.5%	6.0%	1.3%	0.3%	0.1%	0.1%	1.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	
AM Peak	07:00	11	1	2	4	47	96	114	60	26	5	2	2	2	26	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
PM Peak	14:00	12	1	1	2	34	98	111	59	18	7	1	1	1	18	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
Vol.	14:00	12	1	1	2	34	98	111	59	18	7	1	1	1	18	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
Vol.	14:00	12	1	1	2	34	98	111	59	18	7	1	1	1	18	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7

CITY OF GIG HARBOR PUBLIC WORKS DEPT.
 3510 Grandview Street
 Gig Harbor, WA 98335
 (253) 851-6170

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 2006 May - Skansie Ave north of Rosedale
 Site Code: 000000000185
 Station ID: Skansie n/o Rosedale
 Skansie Avenue
 north of Rosedale Street

Date Printed: 18-May-06

NB, SB	Start Time	16		21		26		31		36		41		46		51		56		61		66		71		76		85th		95th	
		0	15	20	25	0	1	1	30	1	35	40	45	45	50	50	55	55	60	60	65	65	70	70	75	75	9999	Total	Percent	Percent	
05/10/06	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9	46	61	
01:00	0	0	0	0	0	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	36	36	
02:00	0	0	0	0	0	2	2	2	2	2	2	2	2	1	1	1	1	1	0	0	0	0	0	0	0	0	0	11	42	50	
03:00	0	0	0	0	0	3	3	3	4	4	3	6	6	1	1	0	0	0	0	0	0	0	0	0	0	0	14	44	45		
04:00	1	1	0	0	0	10	10	4	4	6	10	6	10	2	2	2	2	2	0	0	0	0	1	0	0	0	34	49	51		
05:00	6	6	0	0	0	48	48	6	6	33	29	33	29	13	13	13	13	5	5	0	0	1	0	0	0	0	141	50	55		
06:00	7	7	0	0	1	94	94	1	14	115	72	115	72	19	19	19	19	6	6	1	2	0	0	0	0	0	330	49	53		
07:00	9	9	2	0	0	83	83	4	25	95	53	95	53	7	7	7	7	1	1	2	0	0	0	0	0	0	281	47	50		
08:00	10	10	0	0	0	65	65	0	29	62	27	62	27	10	10	10	10	6	6	0	0	0	0	0	0	0	209	47	53		
09:00	2	2	0	0	1	71	71	1	20	71	40	71	40	14	14	14	14	1	1	0	0	0	0	0	0	0	179	48	52		
10:00	4	4	2	0	0	90	90	1	25	90	32	90	32	12	12	12	12	2	2	2	0	0	0	0	0	0	240	47	52		
11:00	7	7	0	0	0	90	90	3	37	64	38	64	38	3	3	3	3	3	3	1	0	0	0	0	0	0	249	47	50		
12 PM	1	1	0	0	0	66	66	2	31	67	17	67	17	10	10	10	10	2	2	0	0	0	0	0	0	0	196	45	51		
13:00	4	4	0	0	0	93	93	1	30	68	43	68	43	14	14	14	14	2	2	0	0	0	0	0	0	0	255	48	51		
14:00	9	9	2	1	4	101	101	4	37	87	52	87	52	8	8	8	8	2	2	0	0	1	0	0	0	0	304	47	50		
15:00	9	9	0	0	1	93	93	1	34	90	61	90	61	13	13	13	13	3	3	0	0	0	0	0	0	0	305	48	51		
16:00	6	6	1	0	0	81	81	3	25	81	51	81	51	12	12	12	12	5	5	0	0	0	0	0	0	0	274	48	51		
17:00	1	1	0	0	0	45	45	0	15	67	33	67	33	17	17	17	17	4	4	0	0	0	0	0	0	0	182	49	54		
18:00	2	2	0	0	0	46	46	2	14	50	28	50	28	10	10	10	10	1	1	0	0	0	0	0	0	0	153	48	52		
19:00	3	3	0	0	0	49	49	0	10	27	15	27	15	6	6	6	6	1	1	0	0	0	0	0	0	0	111	47	51		
20:00	2	2	0	0	0	16	16	0	2	20	15	20	15	7	7	7	7	4	4	1	0	0	0	0	0	0	67	51	57		
21:00	1	1	0	0	0	9	9	1	2	9	5	9	5	2	2	2	2	0	0	1	1	0	0	0	0	0	30	48	51		
22:00	0	0	0	0	0	3	3	0	1	3	0	3	0	5	5	5	5	1	1	0	0	0	0	1	1	1	12	51	75		
23:00	0	0	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1	1	1	0	0	0	0	0	0	0	4	55	56		
Total	84	84	10	4	25	368	1160	1073	619	185	49	9	3	3	3	3	3	3	3	9	9	9	9	9	9	9	1	3591			
Percent	2.3%	2.3%	0.3%	0.1%	0.7%	10.2%	32.3%	29.9%	17.2%	5.2%	1.4%	0.3%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.0%	0.0%			
AM Peak	08:00	08:00	02:00	06:00	07:00	11:00	06:00	06:00	06:00	06:00	06:00	06:00	06:00	06:00	06:00	06:00	06:00	06:00	06:00	07:00	07:00	07:00	07:00	07:00	07:00	07:00	06:00	06:00			
Vol.	10	10	3	1	4	37	94	115	72	19	6	2	1	1	1	1	1	1	1	2	2	2	2	2	2	2	330				
PM Peak	14:00	14:00	14:00	14:00	14:00	14:00	14:00	15:00	15:00	17:00	16:00	20:00	14:00	14:00	14:00	14:00	14:00	16:00	16:00	20:00	20:00	20:00	22:00	22:00	22:00	22:00	15:00	15:00			
Vol.	9	9	2	1	4	37	101	90	61	17	5	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	305				

CITY OF GIG HARBOR PUBLIC WORKS DEPT.
 3510 Grandview Street
 Gig Harbor, WA 98335
 (253) 851-6170

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 2006 May - Skansie Ave north of Rosedal
 Site Code: 00000000185
 Station ID: Skansie n/o Rosedale

Skansie Avenue
 north of Rosedale Street

Date Printed: 18-May-06

NB_SB	Start Time	15	16	21	25	26	31	35	36	40	41	45	46	50	51	55	56	60	61	65	66	70	71	75	76	85th Percent	95th Percent	Total	
05/12/06	00:00	0	0	0	0	1	0	0	1	3	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	4	51	52	
	01:00	0	0	0	0	0	2	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	37	38	
	02:00	0	0	0	0	0	0	0	0	1	2	1	1	1	0	0	1	0	0	0	0	0	0	0	0	0	5	46	56
	03:00	1	0	0	0	0	4	0	2	4	4	4	1	1	1	0	0	0	0	0	0	0	0	0	0	13	44	50	
	04:00	1	0	0	0	0	5	14	14	10	10	6	6	6	6	0	0	0	0	0	0	0	0	0	0	42	50	53	
	05:00	2	0	0	0	0	12	31	31	53	53	18	18	18	8	8	4	4	1	1	0	0	0	0	0	129	48	54	
	06:00	8	0	0	0	0	20	84	84	96	96	45	45	45	21	21	4	4	0	0	0	0	0	0	0	278	49	53	
	07:00	11	1	1	1	7	50	84	84	84	84	35	35	35	13	13	1	1	1	1	0	0	0	0	0	288	46	51	
	08:00	4	0	0	0	4	33	88	88	71	28	8	8	8	8	8	2	2	0	0	0	0	0	0	0	238	46	50	
	09:00	4	0	0	0	4	33	69	69	57	33	11	11	11	11	11	4	4	0	0	0	0	0	0	0	199	48	52	
	10:00	7	1	1	1	2	17	95	95	76	36	12	12	12	12	12	0	0	1	1	0	0	0	0	0	247	47	51	
	11:00	11	2	1	1	3	37	99	99	73	44	7	7	7	7	7	2	2	0	0	0	0	0	0	0	279	47	50	
	12 PM	8	0	0	0	3	16	76	76	69	42	14	14	14	14	14	2	2	0	0	0	0	0	0	0	230	48	52	
	13:00	7	0	0	0	1	23	84	84	88	34	12	12	12	12	12	2	2	0	0	0	0	0	0	0	291	47	51	
	14:00	7	3	1	1	2	31	99	99	100	31	10	10	10	10	10	1	1	0	0	0	0	0	0	0	285	45	50	
	15:00	7	0	1	1	0	17	90	90	134	75	21	21	21	21	21	5	5	0	0	0	0	1	0	0	351	49	52	
	16:00	1	0	0	0	1	30	89	89	103	38	15	15	15	15	15	3	3	1	1	0	0	0	0	0	281	47	52	
	17:00	2	0	0	0	0	11	48	48	30	18	8	8	8	8	8	3	3	1	1	0	0	0	0	0	158	50	53	
	18:00	1	0	0	0	0	14	32	32	52	29	13	13	13	13	13	2	2	1	1	0	0	0	0	0	144	49	53	
	19:00	3	0	0	0	1	12	33	33	26	22	4	4	4	4	4	2	2	0	0	0	0	0	0	0	101	48	50	
	20:00	3	0	0	0	2	23	34	34	55	17	5	5	5	5	5	3	3	1	1	1	1	0	0	0	144	47	53	
	21:00	0	0	0	0	0	4	7	7	10	4	4	4	4	4	4	1	1	0	0	0	0	0	0	0	33	50	53	
	22:00	0	0	0	0	2	5	4	4	5	2	2	2	2	2	2	1	1	1	1	0	0	0	0	0	27	50	60	
	23:00	0	0	0	0	0	1	5	5	5	2	2	2	2	2	2	0	0	0	0	0	0	0	0	0	15	50	51	
	Total	88	7	4	4	30	387	1172	1221	581	209	5.6%	5.6%	15.5%	5.6%	209	38	1.0%	0.2%	8	0.0%	0.0%	0.0%	0.0%	0.0%	3747			
	Percent	2.3%	0.2%	0.1%	0.8%	0.8%	10.3%	31.3%	32.6%	15.5%	5.6%	1.0%	1.0%	15.5%	5.6%	209	38	1.0%	0.2%	8	0.0%	0.0%	0.0%	0.0%	0.0%	3747			
	AM Peak	07:00	11:00	14:00	17:00	07:00	11:00	14:00	17:00	06:00	06:00	06:00	06:00	06:00	06:00	06:00	05:00	05:00	05:00	05:00	05:00	05:00	05:00	05:00	05:00	07:00			
	Vol.	11	2	1	7	7	50	99	96	96	45	21	45	45	21	45	4	4	1	1	1	1	1	1	1	288			
	PM Peak	12:00	14:00	16:00	18:00	12:00	14:00	16:00	18:00	15:00	15:00	15:00	15:00	15:00	15:00	15:00	15:00	15:00	16:00	16:00	16:00	20:00	20:00	15:00	15:00	15:00			
	Vol.	8	3	1	3	3	31	99	134	134	75	21	75	75	21	75	5	5	1	1	1	1	1	1	1	351			

2.0%

Percent of Vehicles > 55 MPH :

CITY OF GIG HARBOR PUBLIC WORKS DEPT.

2006 May - Skansie Ave north of Rosedal
 3510 Grandview Steet
 Gig Harbor, WA 98335
 (253) 851-6170

Station ID: Skansie n/o Rosedale
 Skansie Avenue
 north of Rosedale Street

Date Printed: 18-May-06

Start Time	01-May-06		Tue		Wed		Thu		Fri		Sat		Sun		Week Average	
	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB
12:00	*	*	2	1	4	3	1	1	2	8	4	3	3	3	3	3
AM																
01:00	*	*	1	2	1	0	3	1	1	4	0	0	1	1	1	1
02:00	*	*	3	1	3	0	3	0	3	1	1	4	3	3	3	3
03:00	*	*	6	2	8	5	7	1	8	1	6	0	7	2	2	2
04:00	*	*	36	15	43	15	39	9	21	8	20	8	32	11	11	11
05:00	*	*	63	89	53	81	39	74	11	25	12	8	36	55	55	55
06:00	*	*	141	190	134	191	117	136	27	25	29	36	90	116	116	116
07:00	*	*	114	184	128	172	102	136	97	75	30	80	94	129	129	129
08:00	*	*	127	127	127	100	103	112	98	113	97	124	110	115	115	115
09:00	*	*	100	104	81	99	91	85	97	107	79	78	90	95	95	95
10:00	*	*	120	125	124	120	106	103	117	114	139	111	121	115	115	115
11:00	*	*	104	103	125	128	100	108	100	108	105	71	112	104	104	104
12:00																
PM																
01:00	*	*	133	129	124	102	119	114	91	107	110	99	115	110	110	110
02:00	*	*	132	148	123	139	128	110	74	90	71	72	106	112	112	112
03:00	*	*	167	145	172	131	146	132	88	87	70	73	129	114	114	114
04:00	*	*	148	159	142	153	137	146	78	77	107	103	124	130	130	130
05:00	*	*	159	129	128	129	156	110	60	69	60	75	120	107	107	107
06:00	*	*	88	110	107	120	78	103	55	48	81	51	81	92	92	92
07:00	*	*	55	82	64	96	82	98	48	60	43	58	58	79	79	79
08:00	*	*	51	54	52	44	54	84	37	48	44	49	47	55	55	55
09:00	*	*	40	40	36	39	59	72	37	40	25	25	37	43	43	43
10:00	*	*	15	18	8	22	17	39	12	23	5	14	12	23	23	23
11:00	*	*	10	3	8	9	16	15	7	16	7	5	9	9	9	9
12:00	*	*	3	3	0	3	8	6	8	7	2	4	4	4	4	4
Lane	0	0	1818	1964	1795	1902	1711	1795	1204	1261	1147	1151	1541	1625	1625	1625
Day	0	0	3782	3697	3506	2465	2298	3166	3166	3166	3166	3166	3166	3166	3166	3166
AM Peak			06:00	06:00	06:00	06:00	06:00	06:00	11:00	10:00	10:00	08:00	10:00	07:00	07:00	07:00
PM Peak			14:00	14:00	14:00	15:00	16:00	15:00	12:00	12:00	12:00	15:00	14:00	15:00	15:00	15:00
Vol.			141	190	134	191	117	136	127	114	139	124	121	129	129	129
PM Peak			16:00	15:00	14:00	15:00	16:00	15:00	12:00	12:00	12:00	15:00	14:00	15:00	15:00	15:00
Vol.			159	140	167	159	172	153	91	107	110	103	129	130	130	130

CITY OF GIG HARBOR PUBLIC WORKS DEPT.

3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

2006 May - Skansie Ave north of Rosedal
Site Code: 000000000185
Station ID: Skansie n/o Rosedale
Skansie Avenue
north of Rosedale Street

Date Printed: 18-May-06

Start Time	08-May-06		Tue		Wed		Thu		Fri		Sat		Sun		Week Average	
	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB
12:00																
AM																
01:00	2	3	1	0	4	5	1	3	3	1	0	9	3	5	2	4
02:00	3	1	1	0	1	0	3	2	3	2	2	6	7	6	3	2
03:00	2	0	3	1	6	5	4	2	3	2	2	3	6	4	4	3
04:00	4	1	8	4	10	4	12	2	9	4	8	1	7	2	8	3
05:00	42	13	36	8	25	9	37	6	30	12	18	7	18	5	29	9
06:00	59	83	58	79	57	84	54	80	52	77	16	15	7	9	43	61
07:00	136	211	131	173	128	202	125	157	116	162	40	32	21	37	100	139
08:00	109	185	118	155	108	173	108	159	132	156	114	94	38	106	104	147
09:00	105	105	117	120	114	95	106	116	117	121	101	98	97	150	108	115
10:00	72	88	99	97	83	96	116	111	99	100	119	126	85	82	96	100
11:00	106	123	114	136	126	123	124	114	145	134	128	127	155	119	126	120
12:00																
PM																
01:00	122	115	120	116	114	82	103	108	111	119	83	103	96	71	107	102
02:00	159	116	119	133	129	126	94	124	144	107	87	114	76	73	110	114
03:00	134	174	127	174	144	161	143	152	135	216	77	85	59	63	133	124
04:00	134	119	149	121	158	116	145	139	161	120	73	86	74	72	119	148
05:00	89	105	101	94	78	104	141	125	66	92	72	63	61	75	126	111
06:00	71	69	71	76	76	77	65	82	56	88	51	60	39	60	84	92
07:00	46	62	47	76	61	50	64	72	40	61	44	46	22	51	61	74
08:00	32	37	26	39	33	34	59	44	71	73	41	41	24	26	41	60
09:00	9	27	7	16	14	16	6	15	11	22	17	34	5	24	10	42
10:00	4	7	8	3	4	8	5	10	14	13	11	14	7	6	8	22
11:00	1	1	4	4	2	2	6	4	7	8	8	7	3	5	8	9
Lane	1691	1872	1738	1882	1755	1836	1779	1902	1801	1946	1343	1392	1037	1192	1590	1719
Day	3563		3620		3591		3681		3747		2735		2229		3309	
AM Peak	06:00	06:00	06:00	06:00	06:00	06:00	06:00	07:00	11:00	06:00	10:00	10:00	10:00	08:00	10:00	07:00
Vol.	136	211	131	173	128	202	125	159	145	162	135	127	155	150	126	147
PM Peak	14:00	15:00	14:00	15:00	14:00	15:00	16:00	15:00	16:00	15:00	14:00	14:00	12:00	16:00	14:00	15:00
Vol.	159	174	168	174	163	161	145	152	161	216	96	123	96	75	133	148

CITY OF GIG HARBOR PUBLIC WORKS DEPT.
 3510 Grandview Steet
 Gig Harbor, WA 98335
 (253) 851-6170

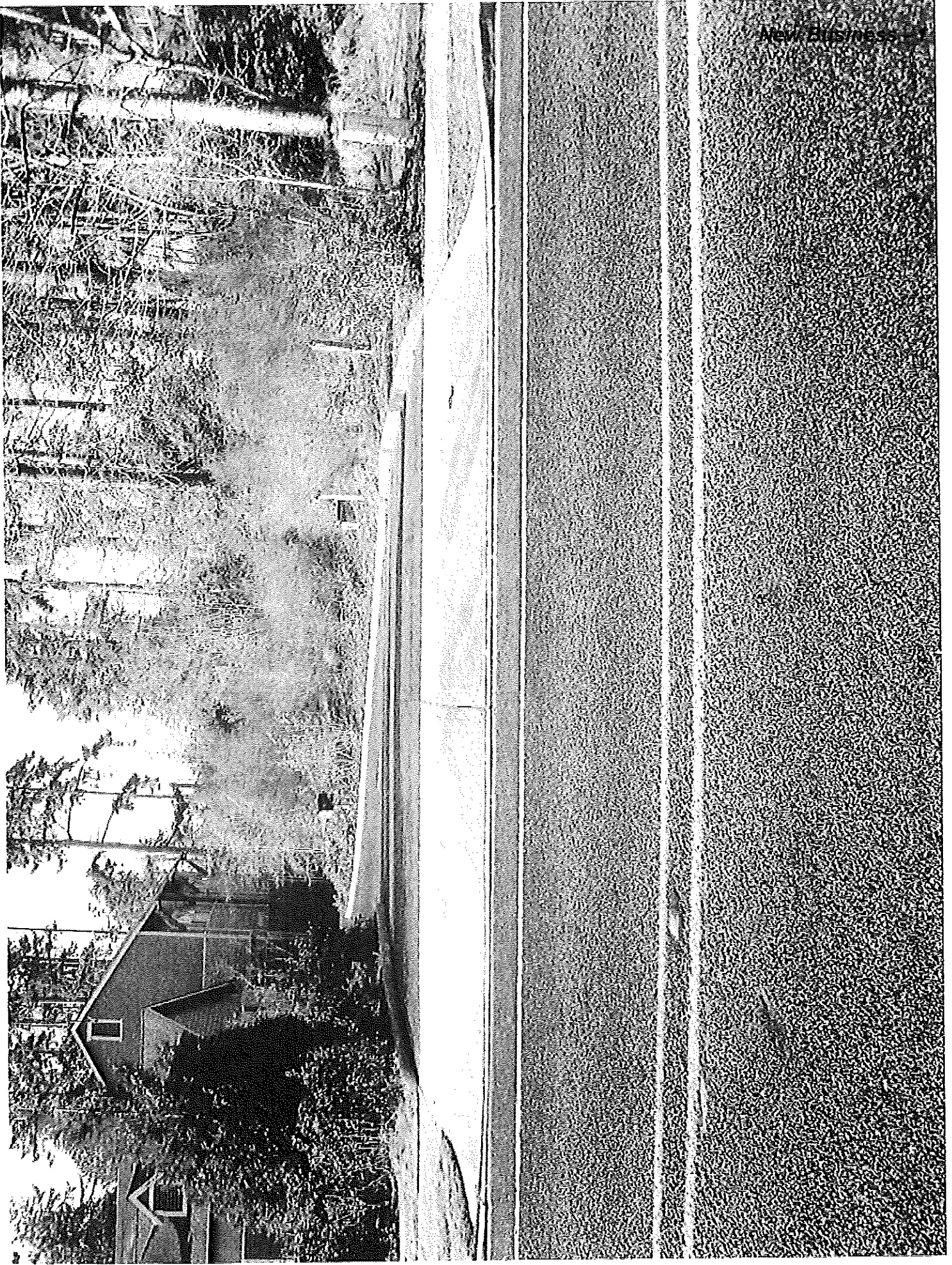
Page 3
 2006 May - Skansie Ave north of Rosedal
 Site Code: 00000000185
 Station ID: Skansie n/o Rosedale

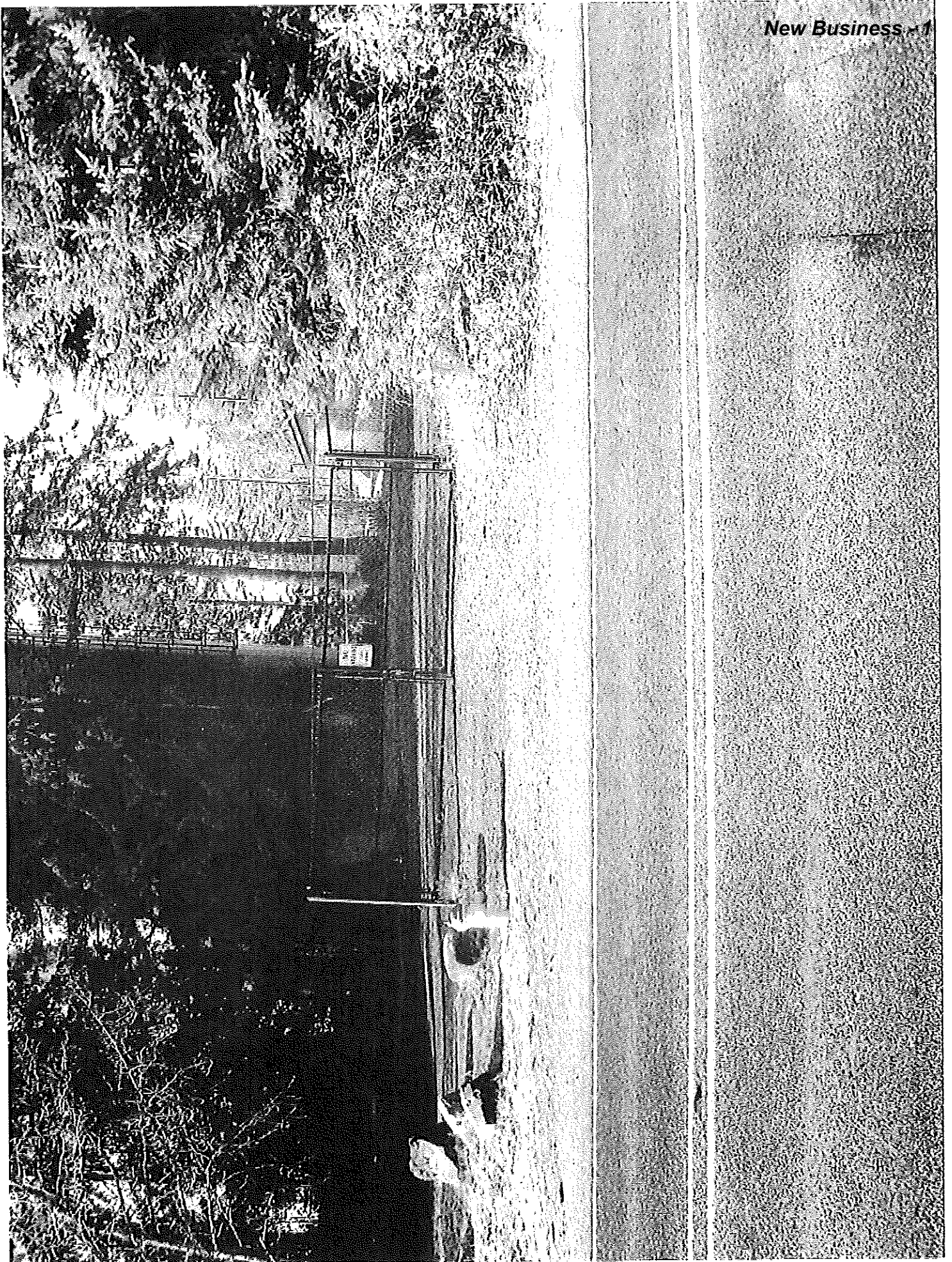
Skansie Avenue
 north of Rosedale Street
 Date Printed: 18-May-06

Start Time	15-May-06		Tue		Wed		Thu		Fri		Sat		Sun		Week Average	
	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB
12:00 AM	3	2	*	*	*	*	*	*	*	*	*	*	*	*	3	2
01:00	3	1	*	*	*	*	*	*	*	*	*	*	*	*	3	1
02:00	3	4	*	*	*	*	*	*	*	*	*	*	*	*	3	4
03:00	5	2	*	*	*	*	*	*	*	*	*	*	*	*	5	2
04:00	31	13	*	*	*	*	*	*	*	*	*	*	*	*	31	13
05:00	58	48	*	*	*	*	*	*	*	*	*	*	*	*	58	48
06:00	76	139	*	*	*	*	*	*	*	*	*	*	*	*	76	139
07:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
08:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
09:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
12:00 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
01:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
02:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
03:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
04:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
05:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
06:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
07:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
08:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
09:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Lane	179	209	0	0	0	0	0	0	0	0	0	0	0	0	179	209
Day	388														388	
AM Peak	06:00	06:00													06:00	06:00
PM Peak	Vol.	76	139												76	139

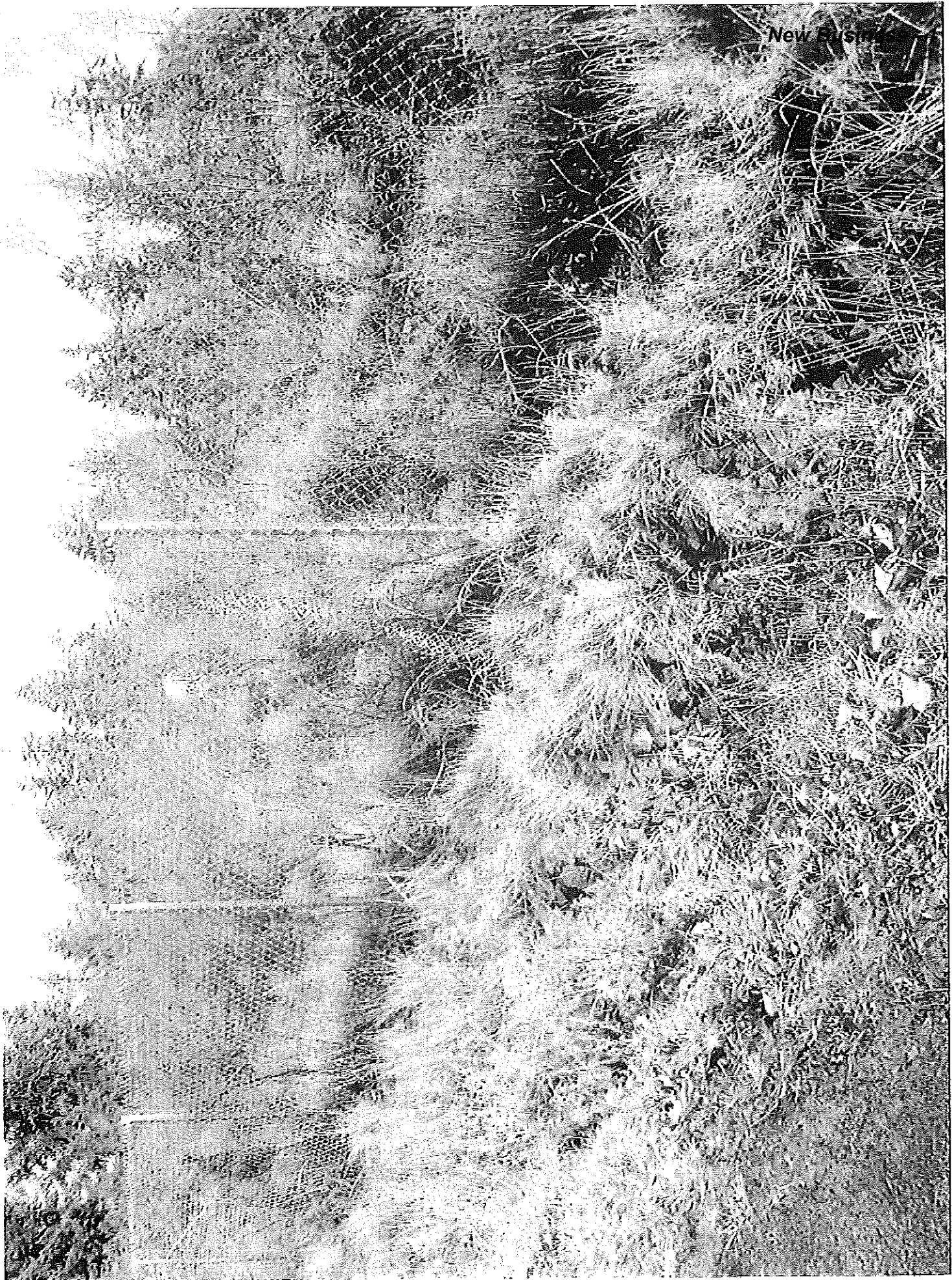
Comb. Total	3951	4734	7373	7378	7253	5200	4527	6863
ADT	ADT 3,191	ADT 3,191						
	VEHICLE \$							
	DAILY							

**APPENDIX C:
SITE PHOTOGRAPHS**

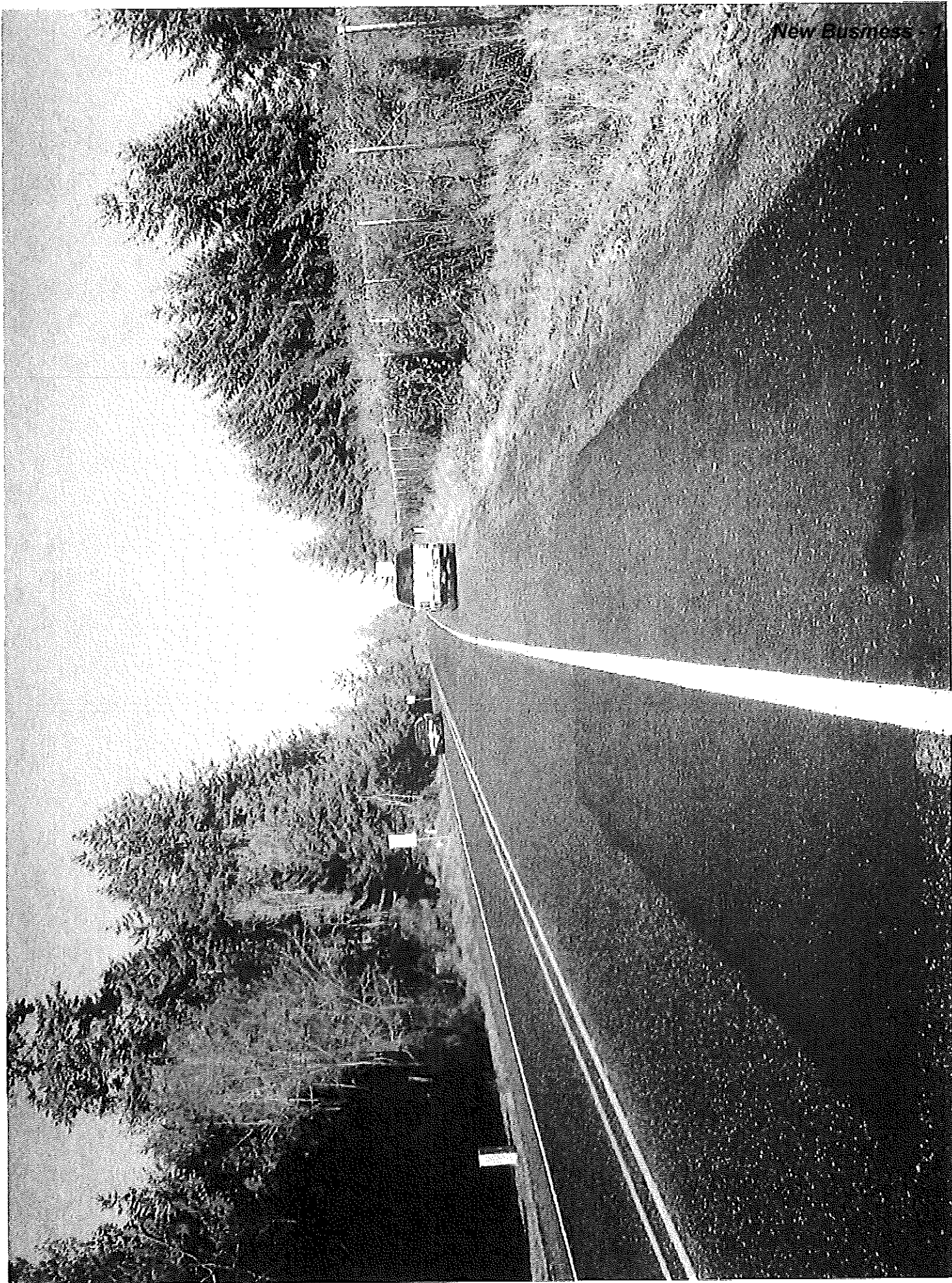




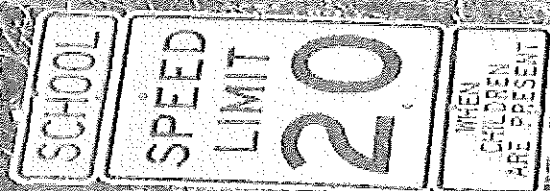
New Basin











**APPENDIX D:
ACCIDENT SUMMARY DATA**

SKANSIE AVENUE TRAFFIC ACCIDENTS 2003-2007

Date	Time	Location	Injury	Comments	Case Number	Veh 1	Veh 2	Veh 3	Veh 4	Ped	Bicy cle	Violation	Age
2/6/2003	N/A	Skansie Avenue at Rosedale Street	NON		GH030134								
2/21/2003	N/A	Rosedale Street at Skansie Avenue	NON		GH030217								
3/10/2003	N/A	Rosedale Street at Skansie Avenue	NON		GH030279								
9/11/2003	N/A	Skansie Avenue at Hunt Street	NON		GH031035								
9/24/2003	N/A	Skansie Avenue at 7500	INJ		GH031134								
1/12/2004	N/A	Rosedale Street at Skansie Avenue	INJ		GH040035								
8/31/2004	N/A	Hunt Street at Skansie Avenue	NON		GH040956								
4/4/2005	12:50	Hunt Street at Skansie Avenue	PDO	unit #1 rear-ended unit #2	GH050427	W/B	W/B					unsafe backing	
5/29/2005	13:15	Skansie Avenue at 7700	PDO	unit #1 backed into unit #2	GH050683	N/B	W/B					46.5L400	
6/21/2005	N/A	Skansie Avenue at Rosedale Street	PDO	unit #1 struck unit #2 pass. Side	GH050779	S/B	W/B						
10/18/2005	14:25	Hunt Street e/o Skansie Avenue	PDO		GH051285	E/B							
10/21/2005	12:20	Skansie Avenue n/o Hunt Street	PDO		GH061306	N/B							
12/16/2006	08:00	Skansie Avenue at 7700	PDO	Chapel Hill Parking Lot	GH061591								
3/12/2007	16:32	Rosedale Street at Skansie	INJ		GH070322								
5/3/2007	8:00	Skansie Avenue at Rosedale Street	PDO		GH070545	E/B	N/B						
5/7/2007	14:20	Rosedale Street at Skansie	Non		GH070570	E/B	E/B						
10/26/2007	14:59	Skansie Avenue at Hunt Street	B	unit #1 rear-ended unit #2	GH071389	N/B	N/B						18
12/3/2007	17:40	Rosedale Street at Skansie Avenue	C	unit #1 struck unit #2 at 4-way stop	GH071560	N/B	W/B						17

- Violation Codes
- A Unsafe Lane Change
 - B Inattention to Driving
 - C Unsafe Speed
 - D Failure to Yield
 - E Unsafe Turning Movement
 - F Reckless Driving
- Injury Codes
- K Fatal
 - A Serious
 - B Less Serious
 - C Complaint of Injury
 - PDO Property Damage Only

**APPENDIX E:
WAC and RCW References**

308-330-265 << 308-330-270 >> 308-330-275

WAC 308-330-270

No Washington State Register filings since 2003

Local authority — Authority.

After an engineering and traffic investigation by the traffic engineer, the local authority may by resolution:

- (1) Decrease maximum speed limits pursuant to RCW 46.61.415;
- (2) Increase maximum speed limits pursuant to RCW 46.61.415;
- (3) Determine and declare the maximum speed limits on arterial highways pursuant to RCW 46.61.415;
- (4) Determine and declare upon what highways angle parking shall be permitted pursuant to RCW 46.61.575(3);
- (5) Prohibit, regulate, or limit, stopping, standing, or parking of vehicles on any highway at all times or during such times as shall be indicated by official traffic control devices;
- (6) Determine and declare parking meter zones upon those highways or parts thereof where the installation of parking meters will be necessary to regulate parking;
- (7) Close any highway or part thereof temporarily to any or all traffic;
- (8) Determine and declare one-way highways pursuant to RCW 46.61.135;
- (9) Determine and declare arterial highways pursuant to RCW 46.61.195 and 46.61.435.

[Statutory Authority: RCW 46.90.010. 94-01-082, § 308-330-270, filed 12/13/93, effective 7/1/94.]

RCW 46.04.197
Highway.

Highway means the entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

[1965 ex.s. c 155 § 87. Formerly RCW 46.04.431.]



Business of the City Council
City of Gig Harbor, WA

New Business - 2

Subject: Junk Vehicles Ordinance

Proposed Council Action: Consider the proposed ordinance defining "Junk Vehicles" and prohibiting the retention of such vehicles on property within the city limits of Gig Harbor.

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: March 10, 2008

Exhibits: Initial & Date

Concurred by Mayor:

Approved by City Administrator: [Signature] 3/4

Approved as to form by City Atty: [Signature] 3/4/08

Approved by Finance Director: [Signature] 3/4/08

Approved by Department Head: _____

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

INFORMATION / BACKGROUND

This ordinance seeks to further enhance public health and safety. The current ordinance entitled "Junk Yards", Chapter 8.08 GHMC is out of date and therefore no longer consistent with state law. This new ordinance has been reviewed by the Planning/Building Committee as well as city staff and is now forwarded to City Council for consideration. It provides definitions, exemptions, regulations and abatement processes concerning "Junk Vehicles".

The Mayor requests that the Council settle on on the quantitative number of exempt "Junk Vehicles" which may be allowed per property within the City limits.

FISCAL CONSIDERATION

None

RECOMMENDATION / MOTION

Move to: Consider the proposed "Junk Vehicles" Ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO REMOVAL OF JUNK VEHICLES FROM PRIVATE PROPERTY, DECLARING JUNK VEHICLES TO BE NUISANCES AND UNLAWFUL, DEFINING JUNK VEHICLES, DESCRIBING THE PROCEDURE FOR ISSUANCE OF NOTICES OF VIOLATION TO THE PROPERTY OWNER AND OWNER OF THE VEHICLE, HEARING, ABATEMENT, IMPOSITION OF CIVIL PENALTIES AND COLLECTION OF PENALTIES, REPEALING CHAPTER 8.08 GHMC AND ADDING A NEW CHAPTER 8.08.

WHEREAS, the presence of public nuisances has a detrimental affect on the health safety and welfare of the community; and

WHEREAS, the presence of junk or inoperable vehicles on either public or private property within the City present inherent safety and health concerns; and

WHEREAS, the legislature of the State of Washington allows cities to abate abandoned or junk vehicles as nuisances, in accordance with RCW 46.55.240;

WHEREAS, the City's existing chapter 8.08 regulating Junk Vehicles is outdated and does not fulfill new statutory requirement;

WHEREAS, RCW 46.55.240 requires that the City include certain statutory provisions in any local ordinance; NOW, THEREFORE,

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

Section 1. Chapter 8.08 of the Gig Harbor Municipal Code is hereby repealed.

Section 2. A new Chapter 8.08 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

**Chapter 8.08
JUNK VEHICLES**

Sections:

- 8.08.010 Purpose.
- 8.08.020 Definitions
- 8.08.030 Exemption
- 8.08.040 Nuisance declared, violations
- 8.08.050 Enforcement
- 8.08.060 Investigation and notice of violation
- 8.08.070 Time to comply
- 8.08.080 Hearing
- 8.08.090 Municipal Court Order
- 8.08.100 Removal and Disposal - Costs
- 8.08.110 Civil penalties
- 8.08.120 Additional relief

8.08.010 Purpose.

The purpose of this ordinance is to provide for the abatement and removal of junk vehicles on private property as provided for in RCW 46.55.240. Abatement is necessary to preserve and enhance the aesthetic character of the City's neighborhoods, protect property values and rights and to reduce environmental health, and safety problems associated with junk vehicles.

8.08.020 Definitions.

For the purposes of this chapter, the following definitions apply:

A. "Junk Vehicle" is any vehicle which meets at least three of the following criteria:

1. Is three years old or older;
2. Is extensively damaged, such damage including, but not limited to the following examples:
 - a. broken window or windshield
 - b. flat tires
 - c. missing tires, motor or transmission
 - d. rusted exterior;
 - e. leaking oil or gasoline;
3. Is apparently inoperable, meaning that a vehicle does not appear to comply with requirements for vehicles used on public streets with regard to brakes, lights, tires, safety glass or other safety equipment;

4. Has expired license tabs;
5. Has an approximate fair market value equal only to the approximate value of the scrap in it;
6. A vehicle illegally parked in the required front or side yard;

B. Enforcement Officer means the City Administrator, his or her designee, representative or a City of Gig Harbor law enforcement official.

C. Vehicle shall include, but not be limited to, automobiles, motorcycles, trucks, buses, motorized recreational vehicles, campers, travel trailers, boat trailers, utility trailers, or other similar devices capable of moving or being moved on the public right-of-way, and shall also include parts of Vehicles, but shall not include devices moved by human or animal power, or used exclusively upon stationary rails or tracks.

8.08.030 Exemptions.

The provisions of this ordinance shall not apply to:

A. A vehicle or part thereof that is completely enclosed within a building in a lawful manner, or otherwise parked legally on the property so as not to be visible from adjacent or nearby public property;

B. A vehicle or part thereof that is stored or parked in a lawful manner on private property in connection with the business of a licensed vehicle dismantler or licensed vehicle dealer and is fenced in accordance with the provisions of RCW 46.80.130.

C. A vehicle enclosed in an opaque auto cover specifically designed to completely shield the vehicle from view as long as the vehicle is parked in a lawful manner on private property. The cover must be in good condition and must be replaced if it is torn, weather-beaten, or acquires any other defects. Tarps and makeshift covers do not meet the requirement.

8.08.040 Nuisance declared, violations.

A. The storage or retention of junk vehicles on private property is declared a public nuisance which is subject to the enforcement, removal and abatement procedures in this chapter.

B. It shall be unlawful for any person, firm or corporation to retain, place or store junk vehicles on private property, in conflict with or in violation of any of the provisions of this code.

C. Additional Violations. In addition to the above, it is a violation of this chapter to:

1. Remove or deface any sign, notice, complaint or order required by or posted in accordance with this chapter;
2. Fail to comply with any of the requirements of this title, including any requirement of the city's codes and state codes adopted by reference herein.

8.08.050 Enforcement.

A. The Enforcement Officer shall have the authority to enforce this chapter. The Enforcement Officer may call upon the building, fire, planning and community development or other appropriate city departments to assist in enforcement.

B. This chapter shall be enforced for the benefit of the health, safety and welfare of the general public, and not for the benefit of any particular person or class of persons.

C. It is the intent of this chapter to place the obligation of complying with its requirements upon the property owner, occupier of the property, owner of the junk vehicle or other person responsible for the storage or retention of junk vehicles within the scope of this title.

D. No provision of or any term used in this chapter is intended to impose any duty upon the city or any of its officers or employees which would subject them to damages in a civil action.

8.08.060 Investigation and notice of violation.

A. Investigation. The Enforcement Officer shall investigate the premises which he/she reasonably believes does not comply with the standards and requirements of this title.

B. Notice of Violation. If, after investigation, the Enforcement Officer determines that the standards or requirements of this title have been violated, the Enforcement Officer shall serve a notice of violation upon the property owner, tenant, vehicle owner, or other person responsible for the condition. The notice of violation shall contain the following information:

1. Name and address of the person(s) to whom the citation is issued;
2. The location of the subject property by address or other description sufficient for identification of the subject property;
3. A description of the vehicle and its location;
4. A separate statement of each standard, code provision or requirement violated, and the reasons for which the City deems the junk vehicle(s) to be a public nuisance in violation of this chapter;
5. What corrective action, if any, is necessary to comply with the standards, code provisions or requirements;
6. A reasonable time for compliance;
7. A statement that if the person(s) to whom the notice of violation is issued fails to complete the corrective action by the date required, the City or its designee shall remove, impound and dispose of the vehicle, and will assess all costs of administration and removal against the owner of the property upon which the vehicle is located or otherwise attempt to collect such costs against the owner of the vehicle;
8. A statement that the owner of the land on which the vehicle is located may appear in person at the hearing and present a written statement in time for consideration at the hearing, and deny responsibility for the presence of the junk vehicle on the land, with his/her reasons for denial.

C. Service. The notice shall be served on the owner, tenant, vehicle owner or other person responsible for the condition by personal service, registered mail, or certified mail with return receipt requested, addressed to the last known address of such person. If, after a reasonable search and reasonable efforts are made to obtain service, the whereabouts of the person(s) is unknown or service cannot be accomplished and the Enforcement Officer makes an affidavit to that effect, then service of the notice upon such person(s) may be made by:

1. Publishing the notice once each week for two consecutive weeks in the city's official newspaper; and
2. Mailing a copy of the notice to each person named on the notice of violation by first class mail to the last known address as shown on the official Pierce County assessor's parcel data, or if unknown, to the address of the property involved in the proceedings.

D. Posting. A copy of the notice shall be posted at a conspicuous place on the property, unless posting the notice is not physically possible.

E. Amendment. A notice or order may be amended at any time in order to:

1. Correct clerical errors; or
2. Cite additional authority for a stated violation.

F. Withdrawal. The city may choose to withdraw a notice of violation at any time, without prejudice to the city's ability to reissue it, if a certificate of compliance has not been obtained for the specific violations.

8.08.070 Time to comply.

A. Determination of Time. When calculating a reasonable time for compliance, the Enforcement Officer shall consider the following criteria:

1. The type and degree of violation cited in the notice;
2. The stated intent, if any, of a responsible party to take steps to comply;
3. The procedural requirements for obtaining a permit to carry out corrective action;
4. The complexity of the corrective action, including seasonal considerations, and
5. Any other circumstances beyond the control of the responsible party.

B. A copy of the notice may be recorded against the property with the Pierce County auditor. The Enforcement Officer may choose not to file a copy of the notice or order if the notice or order is directed only to a responsible person other than the owner of the property.

8.08.080 Hearing.

A. The property owner, tenant, vehicle owner or other person responsible for the violation may appeal the notice of violation by requesting such appeal of the notice within 15 calendar days after service of the notice. When the last day of the period so computed is a Saturday, Sunday, or federal or city holiday, the period shall run until 5:00 p.m. on the next business day. The request shall be in writing, and upon receipt of the appeal request, the Enforcement Officer shall forward the request to the municipal court judge.

B. If a request for a hearing is received, a notice giving the time, location and date of the hearing shall be mailed, by certified mail, with a five-day return receipt requested, to the owner of the land as shown on the County Assessor records

and the legal owner of the vehicle, unless the vehicle condition is such that identification numbers are not available.

C. The owner of the land on which the vehicle is located may appear in person at the hearing or present a written statement for consideration, and deny responsibility for the presence of the vehicle, with the reasons for denial. If it is determined that the vehicle was placed on the property without the consent of the landowner and that the landowner has not acquiesced in its presence, then the cost of removal shall not be assessed against the landowner.

D. At or after the appeal hearing, the municipal court judge may:

1. Sustain the notice of violation and require that the vehicle be removed at the request of the Enforcement Officer after a dated certain, and that the junk vehicle be disposed of by a licensed vehicle wrecker or tow truck operator, with notice to the Washington State Patrol and the department of licensing that the vehicle has been wrecked;
2. Withdraw the notice of violation;
3. Continue the review to a date certain for receipt of additional information;
4. Modify the notice of violation, which may include an extension of the compliance date, and/or determine that the owner of the property is not responsible for the costs of removal, pursuant to subsection C above.

8.08.090 Municipal Court Order.

A. Unless mutually agreed to by the appellant and the Court, the order of the Court shall be served upon the person to whom it is directed, either personally or by mailing a copy of the order to such person at his/her last known address as determined the Enforcement Officer within 15 calendar days following the conclusion of testimony and hearings and the closing of the record.

B. Proof of service shall be made by a written declaration by the person effecting the service, declaring the time and date of service and the manner by which service was made.

C. The Municipal Court, in affirming the Enforcement Officer's Notice of Violation and Abatement, may assess administrative costs or costs related to the abatement of the violators' vehicle. The Court may also order the refund of hearings fees to parties deemed not responsible for the violation.

D. If it is determined at the hearing that the Vehicle was placed on the land without the consent of the Landowner and that he or she has not subsequently

acquiesced in its presence, then the Municipal Court's order shall not assess costs of administration or removal of the vehicle against the property upon which the vehicle is located or otherwise attempt to collect the cost from the Landowner.

8.08.100 Removal and Disposal - Costs.

A. Commencing 45 calendar days after service of the Notice of Violation and Abatement, if no appeal had been filed, or 15 calendar days after the issuance of an Order from the municipal court resulting in authority to remove, the Enforcement Officer shall supervise the removal and disposal of the Vehicle or part thereof. The Enforcement Officer will provide notice to the Washington State Patrol and the Washington State Department of Licensing that the vehicle has been processed in accordance with the laws of the State of Washington.

B. The City's costs related to the removal of the junk vehicle may be collected from the registered owner of the vehicle(s) if the identify of the owner can be determined, unless the owner, in the transfer of ownership, has complied with RCW 46.12.101. Alternatively, the cost may be collected from the owner of the property on which the vehicle has been stored.

8.08.110 Civil Penalties.

A. In addition to any other sanction or remedial procedure which may be available, any person, firm or corporation violating or failing to comply with any of the provisions of this chapter shall be subject to a cumulative civil penalty in the amount of \$100.00 per day for each violation from the date set for compliance until compliance with the order is achieved.

B. The penalty imposed by this section shall be collected by civil action brought in the name of the city. The Enforcement Officer shall notify the city attorney in writing of the name of any person subject to the penalty, and the city attorney shall, with the assistance of the Enforcement Officer, take appropriate action to collect the penalty.

8.08.120 Additional relief.

The Enforcement Officer may seek legal or equitable relief to enjoin any acts or practices and abate any condition which constitutes or will constitute a violation of this title when civil penalties are inadequate to effect compliance.

Section 3. Severability. If any portion of this ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the ordinance or the application of the remainder to other persons or circumstances.

Section 4. Effective Date. This ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

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

CITY OF GIG HARBOR

CHUCK HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY:
By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: _____

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



Subject: Proposed "Atkinson Annexation"
(ANX 07-0007)

Proposed Council Action:

Reject the Notice of Intent to Commence
Annexation Proceedings

Dept. Origin: Planning Department

Prepared by: Matthew F. Keough
Associate Planner

For Agenda of: **March 10, 2008**

Exhibits: Legal Description, Vicinity
Map, Aerial Photo of Area,
Notice of Intent

Initial & Date

Concurred by Mayor:

Approved by City Administrator: POK 3/6/08

Approved as to form by City Atty: CAM 3/6/08

Approved by Finance Director: P/A

Approved by Department Head: TD 3/6/08

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

The City received a Notice of Intention to Commence Annexation Proceedings from a single property owner, requesting annexation of a 0.61 acre property located at 5710 38th Avenue NW, contiguous to city limits and within the City's Urban Growth Area (UGA).

Pursuant to the process for annexations by code cities in Pierce County, a copy of the proposed legal description and map was sent to the Clerk of the Boundary Review Board (BRB) for technical review. Pierce County has approved the legal description and map.

The City Council met with the proponent, Mr. Joseph Atkinson, on January 14, 2008 and asked staff to investigate additional annexation interest in the vicinity of this single property. Notice of both the January 14 and March 10 meetings was posted on the City website and mailed to property owners in the area of the requested annexation. Additionally, this request was distributed to the Pierce County Fire District #5 and the Gig Harbor City Administrator, Chief of Police, City Clerk, Interim Public Works Director, Interim Director of Operations, City Engineer, and the City's directors of Fire and Safety Services, Planning, and Finance.

By the conclusion of this continued public meeting, the Council is to determine the following:

1. Whether the City Council will accept, reject, or geographically modify the proposing of this area for annexation;
2. Whether the City Council will require the simultaneous adoption of zoning for the proposed area that is in substantial compliance with the proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 981;
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed; and,
4. Whether the City Council will require additional annexation conditions.

If authorized by the City Council, the process can move forward with the circulation of a formal petition which will indicate the boundaries and conditions required for annexation. The petition must be signed by property owners of at least sixty percent (60%) of the assessed value of the area proposed for annexation in order to be certified by Pierce County and then scheduled for a public hearing in front of the City Council. After a public hearing, followed by the appeal period through the BRB, the City Council can adopt an ordinance to enact this annexation.

STAFF ANALYSIS

The Boundary Review Board is guided by RCW 36.93.180 in reviewing proposed annexations and is directed towards State objectives. These objectives, listed below, are also worthy of consideration by the Council in determining the appropriateness of this annexation, especially in light of the possible appeal of an approved annexation.

City staff has evaluated and commented on the proposal, focused on the State of Washington boundary review criteria listed below. Additional considerations follow this review and will be elaborated upon following Council direction, post-filing of a petition, and in preparation of a public hearing.

Objectives of boundary review board. (RCW 36.93.180)

The decisions of the boundary review board shall attempt to achieve the following objectives:

- (1) Preservation of natural neighborhoods and communities;

Comment: This request does not meet this criterion. If annexed, this single parcel would be isolated in terms of having adjacent properties remain under the jurisdiction of Pierce County. The property is associated with a natural neighborhood of 9 properties that all share the same access easement which is "57th Street Court NW". In fact, this property appears to be the result of a series of short plats that originally contained the area of the existing 9 properties. **The proposed NOI, however, can be geographically modified by the City Council, so to include this area prior to circulation of a petition.**

- (2) Use of physical boundaries, including but not limited to bodies of water, highways, and land contours;

Comment: The proposed annexation does not correspond to physical boundaries in this area. Instead, the requested boundary corresponds to a single property. Though defining

physical boundaries are limited within this part of the City's Urban Growth boundary, the property generally shares the same grade as the adjacent properties, especially the other three lots (to the west), also created in Short Plat #1255.

(3) Creation and preservation of logical service areas;

Comment: The proposed annexation would result in illogical service areas regarding emergency responses and utilities. Though the City's sanitary sewer system is currently without additional capacity, there will soon be physical access in this area, due to planned installation of sewer lines within the 38th Avenue Right of Way. Property owners are able to anticipate sewer capacity in this area and, on their own initiative, coordinate future "stub-outs" and private infrastructure. The sewer connection sought for this property, however, will ideally be coordinated with area-wide improvements, especially if the 57th Street Court NW easement is utilized to serve the area. The area is currently served by Stroh's Water Company.

(4) Prevention of abnormally irregular boundaries;

Comment: The proposed annexation would result in an abnormal irregular boundary.

(5) Discouragement of multiple incorporations of small cities and encouragement of incorporation of cities in excess of ten thousand population in heavily populated urban areas;

Comment: Not applicable.

(6) Dissolution of inactive special purpose districts;

Comment: The proposed annexation would not dissolve any special purpose districts.

(7) Adjustment of impractical boundaries;

Comment: Not applicable; there are no impractical boundaries requiring adjustment in this area.

(8) Incorporation as cities or towns or annexation to cities or towns of unincorporated areas which are urban in character; and

Comment: The property is not urban in character at this time, lacking urban density and services. However, annexation of this property is currently a requirement for sewer service and, thus, it is a measure towards establishing urban character/density for this property. This criterion is therefore difficult to appraise. The establishment of an urban character in this area, however, is overarching concern for the City. It is best achieved through coordinated area-wide improvements and maintenance of regular, logical service boundaries, suggesting that if annexation were to occur it would include all properties along 57th Street Court Northwest.

(9) Protection of agricultural and rural lands which are designated for long-term productive agricultural and resource use by a comprehensive plan adopted by the county legislative authority.

Comment: The proposed annexation does not involve designated agricultural or rural lands.

Additional Considerations

The property is currently developed with a single family residence. The lot is of sufficient size (.61 acres or 26,572 square feet) to subdivide the property into multiple lots (further outlined below). To subdivide this property, however, requires a sewer service commitment from the City of Gig Harbor (the only provider in this area). By Gig Harbor Ordinance No. 1112, effective 12/10/07, properties in the city's Urban Growth Area are now required to annex in order to receive City water or sewer service. As such, annexation is, by default, an initial step towards the subdivision of this property. Once annexed, the proponent intends to utilize the City's new alternative, temporary procedure (Ordinance No. 1114, effective 12/10/08) whereby the subdivision plat can be processed without a final decision. There is an advantage to the proponent for a quick annexation in order to have an approvable project essentially "in line" for available sewer capacity on a first-come, first-serve basis.

The land use designation in this area, by the City of Gig Harbor Comprehensive Plan, is Residential Low (urban residential low density, 4.0 dwelling units per acre). Pierce County's Gig Harbor Community Plan also designates this property as "Single Family" with an urban density requirement of 4 units per acre. Likewise, both designations are implemented by similar development and design standards such as setback requirements. One significant difference, however, is that the County has a minimum lot size of 12,000 square feet for short platting whereas the City's R-1 zone allows lots as small as 7,200 square feet.

This portion of the Urban Growth Area (west of 38th Avenue, south of Hunt Street and north of 56th Street) came after the City adopted its pre-annexation zoning designations and is not captured on the current City Zoning Map. However, by the provisions of the Gig Harbor Municipal Code (GHMC 17.88.010), any lands annexed to the city shall be deemed to be included in the zoning map as being in the R-1 residential district. The property would be annexed with a R-1 zoning designation, to be described in the official annexation petition and enacted by the annexation ordinance. Once annexed, all sections of the Gig Harbor Municipal Code would apply, to include the Design Manual found in Title 17, "Zoning Ordinance" and Chapter 18.08 "Critical Areas". No wetlands of concern are mapped in this area, and, thus, a wetland analysis will not be required with the submittal of the annexation petition (GHMC 18.08.090). Geotechnical engineering reports may be required prior to approval of building permits. The issuance of building permits, according to the Building/Fire Safety Director, will require adequate fire flow and additional fire hydrants.

Per Council's direction to examine the interest in annexation along 57th Street Court Northwest, the largest consideration relates to requirements and costs for sewer connection and service. If annexed, sewer connection/service would be required for any new development whereas the County rules allow septic use. Furthermore, if annexed, any failing septic system within 300 feet of a sewer line would have to connect to it. This requirement – perceived expense and complication - presents the largest concern from residents in this area. It suggests that the required majority would not sign a petition if one were to be circulated. However, several property owners were concerned about the possibility of needing sewer services in the future – perhaps on parcels where it is not feasible to install a new septic system/drainfield.

Considering that scenario, there is concern about the complication of some properties being annexed and some not, yet all sharing the access easement. This sentiment

suggests that if annexation were to occur in this area, it is more appropriate to annex all properties along 57th Street Court Northwest.

BOARD OR COMMITTEE RECOMMENDATION

The Clerk of the Pierce County Boundary Review Board has reviewed the map and legal description for geographic consistency and suggested changes that have been incorporated into the attached exhibits.

RECOMMENDATION / MOTION

Move to:

Reject the Notice of Intent to Commence Annexation

OR, by Council deliberation and by an official resolution, to:

- Geographically modify the proposed area for annexation to include all 9 lots along 57th Street Court Northwest within the City of Gig Harbor's Urban Growth Boundary;
- Accept the modified Notice of Intent to Commence Annexation; and,
- Authorize the circulation of an annexation petition among property owners within the modified area with the following conditions:
 1. The City shall require that the property owner(s) assume all of the existing indebtedness of the area being annexed; and
 2. The City will require the simultaneous adoption the Single Family Residential Zone (R-1) in substantial compliance with the Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 981.
 3. The City will, pursuant to RCW 35.61.360, approve the withdrawal of this area by PenMet Parks from its boundaries by future resolution.

EXHIBITS

- A. Attached Legal Description**
- B. Vicinity Map**
- C. Aerial Photo of Area**
- D. Notice of Intent to Commence Annexation**

Exhibit A

**LEGAL DESCRIPTION
Atkinson Annexation ANX 07-0007**

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER
IN SECTION 18, TOWNSHIP 21 NORTH, RANGE 02 EAST, OF THE W.M., IN
PIERCE COUNTY, STATE OF WASHINGTON;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1 OF SHORT PLAT 8801290324, FILED WITH PIERCE COUNTY AUDITOR, IN
PIERCE COUNTY, WASHINGTON.

Exhibit B

VICINITY MAP

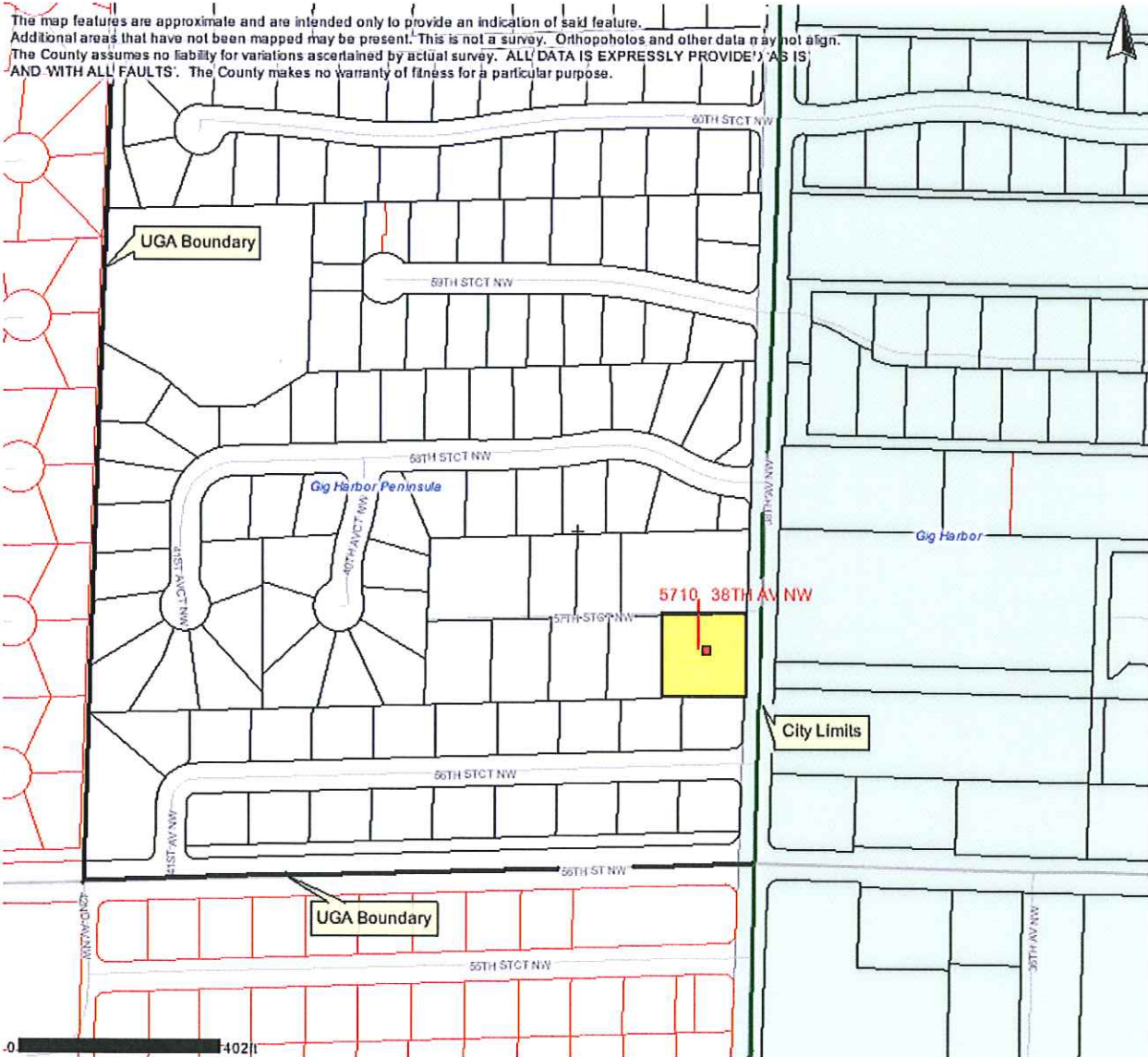


Exhibit C

AERIAL PHOTO of Area



Exhibit D

Notice of Intent to Commence Annexation

M. Sander RECEIVED
 NOV 21 2007
 CITY OF GIG HARBOR

**NOTICE OF INTENTION TO COMMENCE ANNEXATION
 PROCEEDINGS**

The Honorable Mayor and City Council
 City of Gig Harbor
 3510 Grandview Street
 Gig Harbor WA, 98335

Dear Mayor and City Council:

The undersigned, who are the owners of not less than ten percent (10%) of the acreage for which annexation is sought, hereby advise the City Council of the City of Gig Harbor that it is the desire of the undersigned owners of the following area to commence annexation proceedings:

The property herein referred to is legally described on Exhibit "A" attached hereto and is geographically depicted on a Pierce County Assessor's parcel map on Exhibit "B" further attached hereto.

It is requested that the City Council of the City of Gig Harbor set a date, not later than sixty (60) days after the filing of this request, for a meeting with the undersigned to determine:

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require the simultaneous adoption of the zoning for the proposed area in substantial compliance with the proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 686; and
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed.

This page is one of a group of pages containing identical text material and is intended by the signers of the Notice of Intention of Commence Annexation Proceedings to be presented and considered as one Notice of Intention of Commence Annexation Proceedings and may be filed with other pages containing additional signatures which cumulatively may be considered as a single Notice of Intention of Commence Annexation Proceedings.

5710 36th Ave NW
 GH 98335

Joseph B. Atkins 11/21/2007
 Hm 851-5356

Notice of Intention to Commence Annexation Proceedings Call 691-0116 page 1 of 2

Resident/Owner Signature	Printed Name	Address & Tax Parcel Number	Date Signed
<i>Joseph B. Atkins</i>	Joseph B Atkins	0221185024	11/21/2007



Subject: Amendment to Contract
For Attorney Specialized Attorney
Services -- Environmental

Proposed Council Action:

Authorize the Mayor to sign the
1st Amendment to the Contract
For Attorney Services with
Salter Joyce Ziker

Dept. Origin: City Attorney

Prepared by: City Attorney

For Agenda of: March 17, 2008

Exhibits: Amendment No. 1 to Agreement
For Attorney Services

Initial & Date

Concurred by Mayor:

Approved by City Administrator: [Handwritten: pbk 3/6/08]

Approved as to form by City Atty: [Handwritten: Cam 3-6-08]

Approved by Finance Director: _____

Approved by Department Head: _____

Table with 6 columns: Expenditure Required, on call up to \$50,000, Amount Budgeted \$270,000, Appropriation Required, \$0.

INFORMATION / BACKGROUND

On November 12, 2004, the City Council executed a contract with Salter Joyce Ziker for specialized attorney services associated with the Eddon Boat property. Currently, Bill Joyce still works with the City to assist the City on the environmental review/clean-up of the property.

Salter Joyce Ziker is raising their hourly rates, and has asked that the Council sign this Amendment to the contract executed in 2004, to raise the hourly rate to \$280.00 per hour.

FISCAL CONSIDERATION

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to sign the 1st Amendment to the Contract for Attorney services with Salter Joyce Ziker.

AMENDMENT NO. 1 TO AGREEMENT FOR ATTORNEY SERVICES

This AMENDMENT NO. 1 TO AGREEMENT FOR ATTORNEY SERVICES ("Amendment No. 1"), effective _____, 2008, is part of the Agreement for Attorney Services dated November 12, 2004 (Agreement"), entered into by and between SALTER JOYCE ZIKER, PLLC ("SJZ") and the CITY OF GIG HARBOR, WASHINGTON ("City").

(1) IT IS HEREBY AGREED that Section(3) of the Agreement shall now read:

Compensation. The City hereby agrees to pay Attorney for legal services at the rate of Two Hundred Eighty Dollars (\$280) per hour. Attorney agrees to use every appropriate method to contain its fees on this matter.


The attorneys authorized to work on the matter described above are William Joyce, Tod Gold, and Todd Wyatt. The charges for legal services provided will be based on actual time or based on increments which are no greater than 6 minutes.

(2) Except as expressly amended in this Amendment No. 1, all of the terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Attorney and the City, by the signatures below, have duly executed this Amendment No. 1 as of the indicated dates.

Dated: 2/29/08

SALTER JOYCE ZIKER, PLLC

By: 
William F. Joyce

Dated: _____

THE CITY OF GIG HARBOR

By: _____
Mayor Charles Hunter

ATTEST

APPROVED AS TO FORM:

By: _____
Molly Towslee, City Clerk

By: _____
Carol Morris, City Attorney



Subject: DRAFT Schedule of Key Topics

Proposed Council Action:

Review

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: March 10, 2008

Exhibits: DRAFT Schedule

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: PKK 3/5/08

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Expenditure		Amount		Appropriation	
Required	N/A	Budgeted	N/A	Required	\$0

INFORMATION / BACKGROUND

Mayor and Council –

Attached is a draft schedule of key topics for the remainder of the year. Please review this schedule and feel free to let me know what topics you would like added, deleted, or moved.

This schedule is not intended to be comprehensive and cover all topics that the Council will be considering throughout the year. Instead, this schedule includes key topics that the Mayor and/or Councilmembers, collectively or individually, have asked to be monitored or given priority. Other topics not included in the attached schedule can be found in the budget as well as the ongoing Council agenda items schedule that the City Clerk updates on a weekly basis.

Please review the attached list and let me know if you have any changes. Thank you.

--Rob Karlinsey

RECOMMENDATION / MOTION

Review the attached schedule.

DRAFT City Council Schedule of Key Topics 2008

	March	April	May	June	July	August	September	October	November	December	2009
Full Council	Annexation Policies Discussion	Mainstreet Agreement; Parks & Streets CIP Update; 1st Qtr. Performance Measures Report	Skansie Ad Hoc Committee Report; Utilities CIP Update; Economic Development & Downtown Business Plan Workshop	Boys & Girls Club Agreement; Eddon Boat Cleanup Bid Award	Retreat (1/2-day on 7/11)		BB16 Preferred Alternative	Comprehensive Plan Amendments; 2009 Budget hearings	2009 Budget Adoption		PROS Plan Adoption
Joint Meetings with Council	Lodging Tax Advisory Committee	Planning Commission; Arts Commission	DRB				Planning Commission	Parks Commission			
Operations Committee			20-year transportation plan & traffic model	Impact Fee update based on 20-year plan	PROS Plan Update		Collective Bargaining Agreements: Employee and Supervisors Guilds		Sidewalk/Trails Inventory & Connections		Street Connections; Traffic Calming; Park Impact Fee Update; Unsewered Areas Strategy
Finance & Safety Committee				Drug & Alcohol Testing for CDLs; Grants Report; 2009 Budget Process & Schedule			Personnel Policies Update; 5-year financial forecast; Collective Bargaining Agreements: Employee and Supervisors Guilds				
Planning & Building Committee		Latimore Report: Permitting & Code Enforcement Process Improvements					Shoreline Regulations Update	Permitting in the UGA; County/City SEPA Mitigation & Impact Fee Sharing	View Basin Subarea Update; Affordable Housing Phase I Report		Annexation Sequencing
Intergovernmental Committee	Legislative Session Recap; Plans for Next Session	Greater Peninsula Partnership	Joint Mtg with PenMet re: Tax Overlap				2009 Legislative Session Strategy				
Candidate Review Committee											
Outreach Meetings	Westside Meeting (3/18)	Volunteer Recognition Breakfast; Parks Appreciation Day (4/19)	Judson/Harborview Sidewalk & Street Design; Greater Peninsula Partnership; Tourism Town Mtg. (5/6); Street Scramble—Healthy Harbor Kickoff (5/24)	Maritime Gig & Blessing of the Fleet (6/8); Economic Development & Downtown Business Plan	Community Celebration with Congressman Dicks	Thunderbird (Aug. 1-3)			Chum Festival (11/1)	Tree Lighting (12/6)	

Memorandum

To: Rob Karlinsey, City Administrator, City of Gig Harbor

Fr: Dale Learn and Nate Potter, Gordon, Thomas Honeywell-Governmental Affairs

Re: February Federal Update

Congressional Meetings:

The City did their congressional visits on February 12 – 13 making a pitch for their two federal projects: Burham/Borgan Interchange and Donkey Creek. The reception was very good. Senator Cantwell was interested in the City's problem with the Coast Guard. She is the Chairman of the Oceans, Atmosphere, Fisheries and Coast Guard Subcommittee of the Commerce, Science and Transportation Committee. It is our understanding that staff from the City is in contact with her office on the issue. Murray's staffer, Travis Lumpkin, liked our stuff but tasked us with being as specific as possible on what the money will do and where it will come from, which we are answering. Norm was friendly and his staff has seemed interested in helping. Certainly the walk through the halls of Congress to just meet with Rep. Dicks shows they care.

Congress/Federal Government:

What is obvious from our intell and meetings is Congress is primed for the election, both Presidential and congressional. Therefore, some work will be done before August but the bulk of it will happen after the election. However, our efforts now put us in the right place when those decisions ultimately get made.

Relevant Staff Contact:

Dale and Nate have filled out the require forms for the federal projects with the assistance of the City. Those forms have been submitted before the deadline. Support letters are being accumulated and will also be forwarded to the appropriate staff.

Dale and Nate have kept in contact with staff asking them what else they need for this initial submittal.

Nate noticed that Senator Cantwell will be in Gig Harbor on Sunday for an energy summit between the US and China as part of a trade and economic issues dialogue. Derek Young also saw this. We have requested she take a look at the City while she is there. Doesn't hurt to try!

We suggest a formal invitation to Senator Murray and Senator Cantwell for them to visit the City be made through her local offices.