

Gig Harbor City Council Meeting

**March 24, 2008
6:00 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
March 24, 2008 - 6:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of March 10, 2008.
2. Correspondence / Proclamations: a) Recognition of State Representative Pat Lantz.
3. Receive and File: a) Westside Community Meeting Overview.
4. Appointments to Parks Commission.
5. Summer Concert Contracts.
6. First Amendment to Land Use Hearing Examiner Employment Agreement – Klockars.
7. Wastewater Comprehensive Plan Update Consultant Services Contract Amendment-HDR.
8. Eddon Boat Sediment Cleanup Project Temporary Construction Easement – Nicholich.
9. Street Naming at The Ridge at Gig Harbor.
10. Street Naming - Ancich Court.
11. Water Rights Legal Services Agreement – Tom Mortimer.
12. Purchase Authorization for Street Lights.
13. East Storage Tank Repainting Project – Testing Services – Krazan & Associates.
14. WWTP Expansion Consultant Services Contract – Parametrix, Inc.
15. Housing Needs Assessment – Consultant Services Contract – PMC.
16. Liquor License Renewals: Gig Harbor Farmers Market - Hunt; The Green Turtle; and Gig Harbor Farmers Market – Harborview Dr.
17. Liquor License Application – Fondi.
18. Approval of Payment of Bills for March 24, 2008:
 Checks #57103 through #57250 in the amount of \$539,496.77.
19. Approval of Payroll for month of February, 2008:
 Checks #5017 through #5059 in the amount of \$529,846.78.

SPECIAL PRESENTATION:

1. Recognition of Representative Pat Lantz.
2. Congratulations Letter from State Auditor Sonntag.

OLD BUSINESS:

1. Second Reading of Ordinance – Junk Vehicles.

NEW BUSINESS:

1. Ratification of Vote on Ordinance 1123 – Water GFC's.
2. Public Meeting – Proposed Scandia Heights Annexation.

3. Resolution Approving Reimbursement for the Purchase of Four Police Vehicles.
4. City Retirement Plans Consulting Contract.

STAFF REPORT:

1. Gig Harbor Police Department – Monthly Update.
2. Pt. Fosdick Sidewalk Petition – Rob Karlinsey.

PUBLIC COMMENT:

MAYOR’S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. GH North Traffic Options Committee – Wednesday, March 26, at 10:00 a.m. in Community Rooms A & B.
2. Skansie Ad Hoc Committee – Tuesday, April 8, at 6:00 p.m. in Community Room B.
3. Parks Appreciation Day Leadership Training – Tuesday, April 8, at 7:00 p.m. in Community Room A.
4. Joint Meeting with Gig Harbor Arts Commission – Monday, April 14, at 6:00 p.m. in Community Rooms A & B.
5. Council Retreat – July 11th 8:00 a.m. at the Civic Center.

EXECUTIVE SESSION: For the purpose of discuss pending litigation per RCW 42.30.110(i)

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF MARCH 10, 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 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.

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

SPECIAL PRESENTATION: MBP.com

Dick Bower, Building and Fire Safety Director, described how the department is using technology to improve services. He gave a brief explanation of how the permit tracking system was developed and described how it functions in conjunction with the MyBuildingPermit.com system. He then introduced Patty McGallian, Permit Coordinator, who demonstrated the programs and described how they function for staff and the public.

Mayor Hunter praised all the hard work that has gone into developing this system and commented that he is convinced that this is a great management tool. He thanked both Dick and Patty for the presentation.

WORKSTUDY SESSION: Lodging Tax Advisory Committee.

Mayor Hunter introduced members of the Lodging Tax Advisory Committee Randy Fortier, Sue Braaton, Janice Denton, Kathy Franklin, John Moist, Wade Perrow, Cheri Johnson, Warren Zimmerman, Laureen Lund and Derek Young, Chairman. He thanked the committee for all the work they do and asked Randy to come forward.

Randy Fortier presented information that outlined the committee's goal to promote Gig Harbor while preserving and enhancing the authentic maritime heritage. He said that they wish to use the Lodging Tax dollars to create a positive economic impact for lodging and retail businesses. He defined the Lodging Tax Advisory Committee and its purpose and gave a brief overview of what has been accomplished by the LTAC since its inception in 1997. Mr. Fortier gave examples of the types of information is tracked by the committee and where the tax dollars are spent. He said that the committee will continue to work on increasing the tax fund and hotel occupancy, and will revisit the strategic plan now that nearly all goals set in 2001 have been accomplished. Some future goals include: increasing traffic to the website and visitor information center; helping to fund an extension to the Jerisich Dock; develop a trolley system; assist the Mainstreet and downtown preservation efforts; and to promote the Harbor History Museum, Eddon Boat and other important new developments. Mr. Fortier closed by describing why tourism is important to this community and asked Council for their continued support.

Councilmember Young introduced Tammy Blunt, the new Tacoma Convention and Visitor Bureau Director and said that the committee is looking forward to working with her.

Councilmember Franich commented on the fine line between the promotion of tourism and the preservation of the character of Gig Harbor. He said Laureen Lund has done a good job of recognizing that the downtown area is surrounded by residential property. He stressed the importance of maintaining the quality of life when we move forward with the promotion of tourism.

Councilmember Ekberg said that as a resident, he appreciates his quality of life which has been greatly improved by the efforts of the Lodging Tax Advisory Board and the Marketing Department.

OLD BUSINESS:

1. Third Reading of Ordinance – Increasing Water General Facility Charges. David Rodenbach, Finance began by explaining that he would present all three ordinances at once as most comments would pertain to all.

Mr. Rodenbach said that the proposed Water General Facility Charge is \$6,180, which is estimated to generate an additional \$488,000 in revenue for the water system

annually. He continued to explain that the Sewer General Facility Charge was lowered since the last reading by changing the allocation of the existing treatment plant facility component from 35% to 15% in an attempt to be even more conservative. This change lowers the Sewer GFC to \$8,540 per connection, which is estimated to generate an additional \$1,060,000 in revenue for the sewer system.

Mr. Rodenbach said that the Storm GFC has also been lowered to reflect the removal of the NPDES requirements which could be deemed operational. The recommended Stormwater GFC is now \$1,160 per connection which is estimated to generate \$230,000 for 200 new connections. He offered to answer questions.

Rob Karlinsey, City Administrator, commented that the development community has requested that the city calculate the fee based at the 3% growth for the entire period rather than the 10% the first two years. He said that staff included this calculation in the agenda bill for comparison but the change was not made in the ordinance.

Greg Moore – Representing Quadrant Homes. Mr. Moore mentioned that he left packets for Council review. He praised Mr. Karlinsey for his willingness to meet and discuss issues which resulted in proposed changes in the sewer GFC. He commented that they are not going to agree with the consultant on a number of technical issues, but they do agree that the position is not optimum for the city or the development community. He acknowledged that the city needs reasonable fees and said that Quadrant Homes supports responsible action. He also commended Council and Administration for stepping up to the task.

Mr. Moore explained that the city has not been collecting the fees in a phased approach over the years leading to an imbalance. This appears to be a catch up ordinance that imposes significant increases on the development community. The ordinance does not address which application phase a development may be and it hits particularly hard those who have already conducted their business plans. He said that he has suggested phasing to address the impact upon new development. He said that he recognizes that this is an issue of balancing needs of community stakeholders and the infrastructure needs. He stressed that both the citizens and the development community are stakeholders, and he believes that there is a reasonable and fair way to acknowledge both by phasing. Mr. Moore continued to say that a short delay in implementing water and storm fees until January 1, 2009 would seem reasonable and fair. He summarized that phasing in no way buffers the huge impact on new fees, but it is something that lessens the blow. It does not change the fees, just the starting times. It's a sound policy decision which balances all the stakeholders' interests and starts the critical funds for sewer immediately. Mr. Moore said that Quadrant Homes is trying to bring affordable homes to Gig Harbor and would be proud to partner with the city. He asked that Council consider all stakeholders by amending the implementation date to January 1, 2009 for water and storm GFCs.

Councilmember Young responded that a phasing approach would require raising fees even more, and asked what amount would be appropriate to subsidize Quadrant Home verses later projects.

Mr. Moore responded that they recommend leaving the same rate in place until January 1, 2009.

Councilmember Malich asked for a point of order. He wondered if it is appropriate to accept public testimony at a third reading of an ordinance. Mayor Hunter responded that he is accepting comment as a courtesy to those who have signed up to speak.

Nancy Rogers – Land Use Attorney, 524 2nd Ave. Ste 500, Seattle, WA 98104. Ms. Rogers, representing Bennett Homes, gave a brief description of their three projects underway in Gig Harbor. She said they echo the concerns voiced and they remain concerned with the GFC calculations. She commented that she understands that the city has been at the process for awhile and are heading towards adoption of these ordinances. She then added that there is a perception and reality that this massive scope of increased fees is associated with a catch-up provision. She explained that it would be easier for developers if it were to be phased in.

Ms. Rogers said that they too recognize that the sewer infrastructure is the most important for the city's financial planning, and concurred with the request to implement the sewer fees with the 3% construction cost increase rather than 10%, and phasing in water and storm on January 1, 2009. She said that this is about overall equity and some sense of "rough justice." She responded to Councilmember Young's comment by saying that because the city updates fees every six years it doesn't make sense to get into that level of detail. She recommended keeping the fee amount the same; phase it in and give people a little break to allow them to better manage expectations and proformas.

Councilmember Malich asked her to clarify her letter to Council regarding having to pay \$1 million over and above. Ms. Rogers responded that \$1 million is the difference between existing fees and the proposed new fees.

Councilmember Young said that a "payment shock" argument is being made here when in fact these GFCs are not rates. It is common practice to phase in rate increases because you are paying them over and over. Connection fees are a one-time charge and so the longer the increase is delayed the more charges must be increased later. That would put the burden on developers that come after Bennett and Quadrant. He asked how is that fair to the later developers if this is an equity concern?

Ms. Rogers responded that from a "rough-justice perspective" if we pay tomorrow after the fees are adopted, and then someone pays the same fee six years from now, they would get a better deal. A one-year delay for implementing the water and storm GFCs doesn't make that much of a difference. She continued to explain that if you want to allocate the \$700,000 a year for 200 connections, you could spread that out against

future connections. This is a possibility that staff could explore and come up with a new number.

Councilmember Payne asked for clarification on the basis of the 3% inflation number that has been recommended. He said that staff has provided six years of data that indicate closer to an 11% inflation rate.

John Alexander – Master Builders Association of Pierce County – 1120 Pacific Avenue.
Mr. Alexander responded that staff came up with the 3% as an alternative.

Rob Karlinsey explained that the ordinance calls out 10% in the first two years and then it falls to 3% in the subsequent years. The development community has requested that it be a consistent 3% for all years.

Councilmember Kadzik asked where the 3% figure came from for the subsequent years.

Ashley Emery, the city's consultant, came forward and explained that 3% has been the default, standard industry inflation factor for capital improvement projects the past ten years. Using 10% for the first two years is in recognition that costs have been going wild for the last three years. It is a conservative approach in case costs continue to escalate dramatically. The development community countered by saying that costs have declined in the last few months and so he re-calculated at the 3% rate for comparison purposes. Mr. Emery explained that if 3% had been used over the past five years; the city would have come up short.

Councilmember Young mentioned that one reason this is a catch-up ordinance is because the city underestimated the growth factor. Mr. Emery took strong issue with the term "catch-up."

Mr. Emery stressed that he has no problem with phasing in the GFCs; this is a decision for Council. He said that the calculation is based on a methodology that will not change if a lower amount is implemented and lower fees are collected. The result is lost revenue. He described how the calculations are based on existing assets and planned capital improvements. A year from now, unless the CIP is updated, the calculation will remain the same. He said that this is not a catch-up because the calculations that were done in 2001-2002 were based on then current comprehensive plans. The new comprehensive plans are driving this process and the calculations are again limited to existing assets and the CIP. Until the next CIP is adopted, there is no basis for changing the numbers.

Councilmember Payne asked for a review of the percentages. Mr. Emery responded that the calculations are based on a small part of the existing infrastructure for the Wastewater Treatment Plant Facility. Originally 35% was used, which he believes is more accurate than the proposed 15%. He said that they were asked to provide documentation for the 35% calculation. The only way to do so is with a rather complex analysis of treatment plant facilities that allocate costs into two groups: capacity related

and non-capacity related. The current plant has 15% available capacity, the lowest share that can be calculated for the capacity related costs. He continued to explain that if they had performed a more complex analysis, the number used for calculation would increase due to the non-capacity costs. Using 15% allows the city to report on the methodology used to calculate the charge without having to do a more complex analysis, but it understates the fair share. From a practical standpoint, a more complex analysis would delay implementation of the GFCs and result in a loss of revenue just to change the number by \$100 or so. He said that they could have stayed with the 35% which was based on engineering evaluation, but because of concern and visibility, they thought it more appropriate to use a figure backed up with solid documentation. He said that he is very comfortable with the 15%.

Councilmember Payne asked if other municipalities base their GFCs on a six-year cycle. Mr. Emery responded that cities have more flexibility than Sewer and Water Special Purposed Districts, which are required to have an adopted Comprehensive Plan as the supporting material and are done every six years. When a new Comprehensive Improvement Plan is done and there is a dramatic change in the level of funding required, it triggers a GFC analysis. Some cities have used Capital Improvement Plans not supported by full-blown Comprehensive Plan updates because there is no requirement for cities to have the back-up of the comprehensive plan. It's just another aspect of being conservative, which he recommends to his clients.

Councilmember Payne asked if this should have been done sooner. Mr. Emery said that we had no choice; the city is doing well using a four or five year turnaround. He said that the adopted GFC will be fixed until the next CIP update is done in another five or six years, the process will start again.

Carol Morris, City Attorney, followed up on the comment made by Councilmember Payne. She explained that the letter from Rob Karlinsey to Richard Hill cites the Growth Management Act and shows that the dates the city updated its Comprehensive Plan and Capital Facilities Plan are completely consistent with the GMA.

Councilmember Kadzik commented that if the city phases in the Water and Sewer GFCs, it would result in a difference in revenue of approximately \$3600 per ERU. He asked if there was an approximate number of ERUs that would affect between now and January 1, 2009. Mr. Emery said that for planning purposes, a conservative number of 200 ERUs has been used. Based on this figure the city would lose approximately \$500,000.00 in revenue which would have to be made up in rates, because you cannot make it up in GFCs.

John Alexander – Master Builders Association. Mr. Alexander said that Council is asking where the 3% number comes from, but he wanted to bring up the question that has been asked several times “Where the 10% number came from?” He said an appropriate answer hasn't been given other than “we used a conservative number.” He said that they can only guess that somewhere a statute says that 10% is the maximum because there is no other basis to use 10%. He said that frankly, it is up to Council to

determine what is equitable not the consultant. He added that they feel that 3% is certainly more equitable than 10%.

Mr. Alexander then said that they appreciate the opportunity to meet with staff and Council to air concerns, but are disappointed that we are looking at the same ordinances today that were in place prior to doing all this work. He said that they thought there might actually be some kind of cooperative result. He then said that there are consultant members of the Master Building Association who also do this kind of work and have looked at this study. The consultants have told them that they don't see the basis for the 10% either, and now it is going to come down to "who are you going to listen to" and we know what the answer to that is.

Mr. Alexander said that the recommendation is to go with a balanced approach. He said that they have responded to Council's request for suggestions for changes. He continued to say that Master Builders Association recommends the phasing in approach because they believe it is good government practice; and because you realize the immediate impact on some homebuilders and eventual homeowners which should carry some weight in the decision. He said that RCW 35.92.025 says that you will determine what is equitable, and we think that is a pretty important power that you have.

Mayor Hunter thanked Mr. Alexander. He said that staff has been very open to sitting down to meet, recalculations were done, and adjustments made based on issues raised. In response to the question about a 10% inflation rate, Mayor Hunter said he just viewed the Phase I Wastewater Treatment Plant plan and costs have increased 27% in one year, adding that new development has to pay for growth.

Rob Karlinsey explained that the basis for the 10% number is provided in the Council Packet and there is a memo dated March 10th from David Rodenbach that talks about the historical construction costs index. That is followed by a *Trends in Highway Material Costs* article by the Washington State Department of Transportation.

Councilmember Payne addressed the letter from Mr. Alexander dated March 7th. He said that the calculation of increases in the letter are incorrect. He clarified that the increase for water is 65%, sewer is somewhere around 159%, and the storm water connection fee is brand new so by calling it a 1300% increase is absurd. He then asked Mr. Alexander if he had examples of the "good government practices" for phasing of connection fees that he referred to.

Mr. Alexander responded that he hasn't see phasing with GFCs but with other types of fees. He suggested asking someone from Quadrant Homes or one of the other homebuilders.

Rob Karlinsey commented that Master Builders, Quadrant Homes, Bennett Homes and other developers have been a pleasure to work with and have provided good feedback over the last month. This has improved the process and the product. He said that as a result adjustments were made to sewer and stormwater general facility charges. He

voiced appreciation, adding that the city's position has been strengthened by the help and advice received from them.

Randy Boss – PO Box 237, Gig Harbor. Mr. Boss said that in the General Facilities Charge outlined in the packet, it states that GFCs are determined primarily based on practices that have been upheld by state courts and are consistent with industry standards including the American Waterworks Association. One question that was asked is whether anyone had an example of a phase-in. He asked if council had looked at other similar charges in other municipalities in Washington; the impact, implementation, the phasing of fees, and how fees and calculations compare to this process. He said that he didn't see any comparisons in any of the paperwork and implored Council to do that prior to setting these exorbitant rate increases. Mr. Boss quoted from RCW 35.92.025, which is the authority for the city's to charge connecting water and stormwater systems. He said that the RCW says nothing that allows the Council to include projected improvements to the system. That provision is contained in RCW 57.08.005, which addresses connection charges by special purposed districts. He stressed that the city is not a special purpose district. He said that in an opinion provided by Foster Pepper and Scheffleman, on page 1-11 in the packet, it states that RCW is silent to future facilities for cities and so he is confused to why the city is imposing charges for future facilities. He said he agreed with all the other speakers today that these fees are exorbitant; that they should be phased in; the public and the development community is being hammered; and it isn't fair of the city to play catch up on the new connection fees and not allow the people who are enjoying the system currently to participate. He then suggested rather than 65% or 75%, that there be a 25% phase in for six years which would get you at the end of the time period basically at the same increased rate. He said in the past, water and sewer rates have been phased over a number of years.

Councilmember Young said that this has never been done for connection fees, only rates. Mr. Boss said this same formula should be used for connection fees.

Carol Morris responded to the argument that the GFCs cannot include future improvements. She said that it isn't included there but there is case law that allow city to include future improvements in the calculation of GFCs and offered to provide this case law to Mr. Boss for his review. One case is Lincoln Shiloh Associations vs. Mukilteo Water District 45 Washington Ave. 123-724 Pacific Second, 1083.

John Holmaas – 7602 Goodman Drive NW. Mr. Holmaas spoke to two issues, the first being the property that Bennett Homes wants to acquire from the Historical Society. He explained that he supports the extension to January 1, 2009, as they have a meeting with the purchaser on price because of the sewer increase. He said that the Historical Society also has a 23 lot plat on 38th Street and extending the date may help this as well. He said that the troublesome issue is that they may end up the sole supporters of a pump station and sewer line. These additional fees may be the straw that broke the camel's back.

Councilmember Franich said that inclusion of the cost of building materials was helpful. This illustrates that over the past several years costs have increased substantially more than 10%. He also said that there is a future need and the calculations justify the amount for the sewer and water connection fees. He then said that he will have a difficult time supporting the stormwater charges to meet the NPDES requirements and we can find a different way to finance those costs. He said that although there won't be consensus, he believes that the city's consultant has done a good job in developing a connection fee that will hopefully get us to the end goal without substantial rate increases.

MOTION: Move to adopt Ordinance 1123 as presented.
Young / Ekberg –

Councilmember Young commented that although it isn't easy to adopt this considerable increase, the cost to the system has gone up considerably and unless the city subsidizes costs or increases rates, this is the only way. He said that using General Fund dollars isn't appropriate because these dollars should be used for general public projects. He stressed the unfairness of exempting certain groups from the increase. Councilmember Young continued to say that the biggest issue is how much to increase the charge. Over the past three years, construction costs have increased over 10% and this year, costs appear to be going up at the same rate. The city has been very conservative in the calculations and these charges are more than fair. In some ways, they could be unfair to the ratepayers. He said that he will be reluctantly supporting all three ordinances but hopes to find ways to keep costs down elsewhere.

Councilmember Payne said that he will be supporting all three ordinances not because he is excited about the increases, but because we face a need. The builders are creating more demand for infrastructure and it is something that not only ratepayers, but those who are connecting to the system are going to have to bear. He explained that if the Council was to delay these charges it will result in a rate increase for all ratepayers, some of which will be buying these new homes. He said that the time to make the changes are now; this is a typical process, and he sees no compelling reason to delay implementation further. He stressed that it would be irresponsible for this Council not to pass these increases because even as horribly high as they are, they are supported by data.

Councilmember Kadzik said that for all the same reasons he will be supporting all three ordinances. He addressed the comment that the meetings with the city didn't seem productive. He said that this is not so much an issue of the retractability of Council, but of the soundness of the original calculations. He said that there is no other way to come up with the funds for future growth; growth is stimulating the need and should pay for it. He finalized by saying that he takes issue that these fees are exorbitant; they are high, they are hard, and they are large increases, but the word exorbitant has a connotation of something underhanded. These are fair fees that need to be instituted.

Councilmember Malich called for the question.

MOTION: Move to adopt Ordinance 1123 as presented.
Young / Ekberg – unanimously approved.

Councilmember Ekberg asked for a point of order. He asked if this was a vote on the call for the question. Mayor Hunter and other Councilmembers agreed that it was a vote on the water ordinance.

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

MOTION: Move to adopt Ordinance 1124 as presented.
Malich / Conan – unanimously approved.

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

MOTION: Move to adopt Ordinance 1125 as presented.
Young / Payne – six voted in favor. Councilmember Franich voted no.

NEW BUSINESS:

1. Resolution – No Parking on Skansie. Steve Misiurak, City Engineer, presented this resolution that would prohibit parking on the east side of Skansie Avenue, just north of the intersection of Rosedale in response to citizen response to concerns of pedestrian safety. He said that a traffic study had been performed and based on the information staff recommends adoption of the resolution. He also said that if the parking problem moves to another area that they would look into it.

Councilmember Malich asked for clarification on other parking available for these fields. Mr. Misiurak responded that there is limited parking at Henderson Bay High School and at the water tank. Rob Karlinsey added that there is plenty of parking at Gig Harbor High School, but people don't want to drive up Rosedale. He voiced appreciation to Peninsula Light, who is installing three light poles at no charge to the city.

Councilmember Malich asked for clarification on the speed limit at this site and then voiced concern that the city would begin to ban parking in other areas of the city.

Councilmembers said that this is an issue at this site because of the narrow, dark roadway and the need to take precautions before an accident happens.

MOTION: Move to adopt Resolution No. 744 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.
Payne / Kadzik – unanimously approved.

2. First Reading of Ordinance – Junk Vehicles. Rob Karlinsey presented the background for adopting a modern and RCW compliant junk vehicle ordinance. He said that staff began working on this approximately nine months ago and it has been before the Planning and Building Committee several times. Council remanded it back to a workstudy session to address concerns raised by Councilmember Franich at the first reading. As a result, two additions have been proposed on page three, to 8.08.030 Exemptions. Language was added to paragraph A. ...”or otherwise parked legally on the property so as not to be visible from adjacent or nearby public property;” In addition, a paragraph C was added to address vehicles enclosed in an opaque auto cover and parked in a lawful manner on private property.

Mr. Karlinsey further explained that the Mayor has requested that Council determine the number of exempt vehicles that will be allowed before the second reading. He asked for suggestions on that number, if any at all.

Councilmember Payne commented that he doesn’t care about the number of junk vehicles enclosed in a building. He said was less enthusiastic but okay with the language added regarding vehicles parked legally on the property and out of public view. He suggested 2 or 3 would be an appropriate number to exempt vehicles parked in public view.

Councilmember Franich said that it is different for someone with 50 by 100 foot lot as opposed to someone on a five acre piece of property. He suggested a way to tie the number to the size of the lot.

Mayor Hunter asked at what point does it then become a junk yard? He said that without limitation it could become a problem. Councilmember Payne agreed that it is a legitimate concern and we do need a limitation on the numbers. Ekberg suggested limits on lots under an acre rather than a complex formula.

Councilmember Franich responded that putting a limit on someone with a half acre, as long as they meet the other conditions in the ordinance, is not equitable. He thanked other Councilmembers for their consideration and suggested that before the second reading he would work to come up with a number.

Councilmember Ekberg said that a lot of time has been spent on this junk vehicle ordinance and asked if there was a junk house ordinance. Councilmember Franich said that the junk vehicle ordinance should be enforced as a public health and safety issue, but he was concerned what would be regulated next...landscaping?

Councilmember Young responded that regulations are done all the time. Mayor Hunter said that there are provisions in the building code for junk houses.

3. Public Meeting - Atkinson Annexation. Matthew Keough, Associate Planner, explained that he was ready to make a recommendation on this proposal, but the proponent would like to speak.

Joseph Atkinson – 38th Avenue. Mr. Atkinson said that in light of tonight's meeting he would like to withdraw his annexation petition. He said that he has lived both in the city and on the boundary for 26 years, and requested that Council keep in mind that what the city does affects them tremendously.

4. Amendment to Legal Services Contract – Salter Joyce Ziker, PLLC. Carol Morris explained that Bill Joyce is the city's attorney on the Eddon Boat project and is asking for an increase of ten dollars an hour to his rate; the first in two years.

Mayor Hunter added that Mr. Joyce seems to be a fair attorney who has done a lot for the city.

MOTION: Move to authorize the Mayor to sign the first amendment to the contract for attorney services with Salter Joyce and Ziker.
Payne / Ekberg – unanimously approved.

STAFF REPORT:

Rob Karlinsey reported on the following:

1. Draft Council Schedule for Remainder of 2008. The draft schedule is not a comprehensive list of everything that will be covered in 2008, but the main issues identified by Council have been plugged in as a way to keep on track.
2. Federal Projects Update. The report was included in the packet for review.
3. Draft Westside Community Meeting PowerPoint Presentation. A draft presentation was included in the packet and Council was asked do most of the presenting.
4. The North Harborview Construction Notice was distributed to the businesses and residents in that area today. The contractor will be on the road performing "pot-holing" on the 17th which will create intermittent lane closures during that process.
5. Senator Murray would like to come to Gig Harbor on March 25th and hold a forum with elected officials throughout the region. Before that she would like to meet one-on-one with Mayor Hunter and City of Gig Harbor Councilmembers about city specific issues.

PUBLIC COMMENT: None.

MAYOR'S REPORT / COUNCIL COMMENTS:

Councilmember Franich said that in the last Consent Agenda, a \$19,000 contract was passed to remove the carpet, repair sheetrock, seal, and paint the interior of the

Skansie House. He challenged Council to think about the cost to do this work. Councilmember Young mentioned the health issue of mold at the house. Mayor Hunter discussed the fact that this any government contract is required to have higher insurance and pay prevailing wages. Councilmember Franich concurred but said that until jurisdictions stop enabling this behavior, this type of thing it will continue.

Councilmember Payne said that there have been a couple of incidents with sewer backflow this past winter with exorbitant costs as a result. He said he discussed the issue with Darrel Winans, Sewer Treatment Plant Supervisor. They talked about a requirement for backflow restriction in commercial structures and any other structure below the sewer elevation and determined that this already is required by the building code, but hasn't been strictly enforced. Mayor Hunter responded that he discussed this with Dick Bower, Building and Fire Safety Director, who has assured that it is now being enforced. He agreed that this needs to be addressed.

Councilmember Payne suggested an ordinance to mandate retrofitting by a certain date. Rob Karlinsey said that staff would be happy to pursue this. He then said that another way to address this concern and to prevent future back-ups is to step up the line-cleaning schedule; one additional Wastewater Treatment Plant Operator has been approved to help get caught up.

Mayor Hunter suggested hiring a sub-contractor to come in and clean the lines because the problem is caused by debris in the lines. He said that the public works crew also needs to make sure that when a hook up is made the lines are cleaned at that time.

Councilmember Franich stressed that you had better take a careful look at the costs associated with retrofitting sewer lines with backflow valves. If the city is remiss due to improper maintenance of the sewer lines, then cleaning will address the issue.

Councilmember Malich asked if it would be possible to change the date of the Council retreat to July 18th rather than the 11th. Mayor Hunter responded that the 11th was chosen to coordinate with the visit by Congressman Norm Dicks the following day.

Councilmember Malich then reported that he is traveling to Washington D.C. and he would speak on behalf of the city to the lobbyist while there.

Councilmember Malich then asked if something could be done about signalization at the intersection at Point Fosdick and Olympic Drive which is very congested at 5:00 p.m. since the opening of the Uptown Shopping Center. He asked if any future traffic studies are planned for this area. Councilmember Young commented that this is normal for that time of day.

Mayor Hunter added that the opening of the new bridge has also contributed to the congestion as more vehicles are hitting that spot at once. Councilmember Ekberg mentioned that Emily Appleton, Senior Engineer said that another traffic study will be

done after the Uptown Development is complete. Councilmember Conan added that the construction on Olympic up to 56th also contributes to the congestion.

Councilmember Young passed on that Representative Pat Lantz had announced that she is retiring and suggested that this would be a good time to pass our thanks along to her.

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.
5. First Skansie Ad Hoc Committee Meeting: March 17th at 6:00 p.m.

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

MOTION: Move to adjourn to Executive Session at 8:23 p.m. to discuss a personnel issue for approximately ten minutes.
Franich / Conan – unanimously approved.

MOTION: Move to return to regular session at 8:29 p.m.
Franich / Conan – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 8:29 p.m.
Franich / Conan – unanimously approved.

CD recorder utilized:
Disk #1 Tracks 1 – 15
Disk #2 Tracks 1- 23

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

**PROCLAMATION OF THE MAYOR
OF THE CITY OF GIG HARBOR**

WHEREAS, in recognition of Washington State Representative Patricia Lantz's twelve years of exemplary service in the House of Representatives of the 26th Legislative District, Representative Lantz has announced that she will not seek a seventh term; and

WHEREAS, Representative Lantz urged the state to take over the bonding for the new Tacoma Narrows Bridge, saving bridge users millions of dollars; and

WHEREAS, Representative Lantz passed legislation returning construction sales tax on the Tacoma Narrows Bridge to the bond repayment account; and

WHEREAS, Representative Lantz required the Washington State Department of Transportation to replant much of the vegetation cut down during the construction of the SR-16 improvements; and

WHEREAS, Representative Lantz helped pass the Hospital Benefit Zone; and

WHEREAS, Representative Lantz passed the Historic Barn legislation; and

WHEREAS, Representative Lantz supported requests for numerous community projects like the Harbor History Museum, YMCA, the Boys and Girls Club and many others.

NOW, THEREFORE, I, Chuck Hunter, Mayor of the City of Gig Harbor, do hereby proclaim

***Patricia Lantz Appreciation Week March 24th – March 28th,
2008,***

in the City of Gig Harbor, and I urge all citizens to join me in this special observance.

Charles L. Hunter, Mayor

Date

**Westside Community Meeting
March 18, 2008 at 6:00 p.m.
Goodman Middle School
Meeting Overview**

City staff in attendance: Mayor Hunter, Rob Karlinsey, Steve Misiurak, Ian Ward, Maureen Whitaker and Councilmembers Conan and Young.

Rob Karlinsey opened the meeting and welcomed the community. The meeting was well attended. An agenda was prepared and passed out. A PowerPoint presentation was prepared.

Recently Completed Projects (Briarwood and 45th Street Sidewalks):

Councilmember Conan discussed these recently constructed sidewalks. The completion of the sidewalks in Briarwood was the second phase of sidewalks constructed in this development. The stretch of sidewalk on 45th Street provided a pedestrian pathway from the retirement facility behind the library that leads to MultiCare.

Kenneth Leo Marvin Veterans Memorial Park: Councilmember Conan explained the background for naming the park. A PowerPoint slide showed a conceptual drawing of the new park with passive ball fields and amenities. He stated that it was the City's intention to create a park that was as interactive as possible with walking connections to stores on the Westside. A citizen expressed concerns removing neighborhood buffers regarding the development of pedestrian trails, which is a sewer easement, and whether the Gig Harbor Police would be able to adequately patrol the trails, since they will not be large enough for a patrol car.

A citizen asked if the ball fields would be lit at night. Councilmember Conan said that the fields were not meant for night time use or formal league play.

50th Street Extension: Mr. Conan spoke about 50th Street being "punched all the way through". A PowerPoint slide showed this area. He explained that this roadway would be narrow with sidewalks less wide than the sidewalks in Briarwood, with crosswalks and a stop sign. Multiple concerns were expressed about bringing more traffic through this area from Murphy Drive and not installing a signal at this intersection. City Engineer Steve Misiurak briefly commented that the City would monitor this area, but at this time, only a stop sign is warranted.

38th Street Improvements: Councilmember Young addressed the future curb, gutter and sidewalks that would extend from Hunt on the City side of 38th and ending at the entrance of Quail Run. The project cost is projected at \$10M. The design would begin in 2008 and actual construction is planned for 2010. A concerned citizen had questions about the impacts from the Park and Ride expansion at the old Farmer's Market location and the danger created by

Consent Agenda - 3: Receive & File

additional traffic. Councilmember Young explained briefly the impacts of the new stormwater regulations which require when installing sidewalks to “treat, contain, and release” which is very expensive and is no longer an inexpensive improvement.

A citizen asked if additional sewer service would be extended. Councilmember Young explained how sewers get installed which are dependent on a number of factors but the most common is through the LID process or funded by developers.

Olympic/56th Construction Progress: Councilmember Young thanked everyone for their patience during the construction process. A PowerPoint slide showed a rendering of the completed project. Mr. Misiurak stated that this is the largest road project that the City has built to date and has been on the City’s Six-Year Transportation Plan for the past ten years. The project includes state funding. The estimated completion date is June 2008.

Potential Pedestrian Amenities (sewer easement trail, sidewalk gaps, etc.): An overview of these amenities was discussed throughout the meeting and presentation.

Road Rehabilitation (overlays, chipseals, etc.): Councilmember Conan explained that the City had a prepared Road Rehabilitation list to overlay and chipseal streets that were of the highest priority. Fairway Estates was included on this list for an overlay. The president of the homeowners association questioned if an overlay would be sufficient. Councilmember Conan assured her that the Engineering Department would look into this further.

Sewer Comprehensive Plan Update: City Engineer Steve Misiurak briefly explained the Sewer Comp Plan Update process.

Other Projects happening around the City of Gig Harbor

Eddon Boat Park: Mayor Hunter explained that the City is struggling to keep up with the infrastructure needs. He discussed Eddon Boat Park that included the remediation cleanup work that had to occur before further development of the park and the brick house. He discussed the findings of a Historic Structures Report that confirmed that the property was one of the best examples of a family boat building on the west coast and it was recommended in this report to keep all the current structures together. Mayor Hunter stated that the dock needed to be rebuilt which will occur in an approximate three-year timeline.

Skansie Brothers Park: Mayor Hunter discussed the high usage of Skansie Brothers Park. He recently appointed an Ad Hoc Committee to study the uses and was not in favor of filling up the site but rather make a determination of how to use the house and site. He stated that the Skansie Netshed hasn’t been

Consent Agenda - 3: Receive & File

touched since the Skansie Brothers owned it. The City will have the netshed inventory cataloged, then at some point “fixed up” for passive use only.

Austin Estuary Park: This 7-acre site is part of a conceptual design that ties in with the Harbor History Museum and Donkey Creek Park. The City is working hard to obtain funding to undertake the “daylighting” of the salmon-bearing Donkey Creek.

Crescent Creek Estuary at City Park: the City is applying for funding from the Pierce County Futures to assist with the habitat preservation at the creek.

Cushman Trail: This is a collaborative effort with Pierce County taking the lead. The County is putting Phase 2 of this trail project that extends from Kimball Drive to Borgen Boulevard out to bid at the end of March or first of April.

City-sponsored Events: Mayor Hunters highlighted the following 2008 events:

Chum Festival at Donkey Creek Park - November 1

Thunderbird 50th Anniversary – August 1-3.

Summer Sounds at Skansie Brothers Park – Ten free concerts held on Tuesday evenings, June 24 through August 26 from 6:30 p.m. to 8:00 p.m.

Cinema Gig! Outdoor Theater – Friday nights from July 11 through August 22 at Donkey Creek Park and Saturdays from July 12 through August 23 at Skansie Brothers Park.

Healthy Harbor – an umbrella program that encompasses many local events, activities and ideas that make Gig Harbor a healthy place to live, work and play.

Farmers Market at Kimball Drive Park and Ride on Saturdays from April through September at 8:30 a.m. to 2:30 p.m. and also on Wednesdays June through August from 11:00 a.m. to 4:00 p.m. at Skansie Brothers Park.



AGENDA

**WESTSIDE AREA COMMUNITY MEETING
GOODMAN MIDDLE SCHOOL**

March 18, 2008 – 6:00 p.m.

1. Recently completed projects (Briarwood & 45th street sidewalks)
2. Kenneth Leo Marvin Veterans Memorial Park
3. 50th Street Extension
4. 38th St., Street Improvements
5. Olympic/56th Construction Progress
6. Potential Pedestrian Amenities (sewer easement trail, sidewalk gaps, etc.)
7. Road Rehabilitation (overlays, chipseals, etc.)
8. Sewer Comprehensive Plan Update.
9. Other projects happening around the City of Gig Harbor
10. City-Sponsored Events



SIGN-IN SHEET
Westside Area Community Meeting
March 18, 2008 – 6:00 P.M.

Name	Address	E-mail Address	Phone Number
JONATHAN EARL	3917 MORPHY	JONATHAN.EARL@EARTHLINK.NET	858-9507
Bob Pedersen	5107 47th Ave NW	bpersen@comcast.net	851-8217
Hank Pedersen	✓	hpeder@comcast.net	✓
RICK PATTERSON	P.O. Box 132	RATTERS@msn.com	✓
RAY BIRD	4700 PT FOSDICK	4700 PT FOSDICK	858-8941
Budd Wagner	4204 27th Ave NW	BWagner@comcast.net	858-4764
ANTHONY S. DYKES	3602 47th ST. CT.	A.S. @ HARBORVIEW.COM	858-6467
Chuck Korman	4120 25th Ave NW	LUCYDORRIS@Comcast.net	851-2530
Don Joslyn	4223 27th Ave NW	Doslyndon@comcast.net	858-9482
Muneen Joslyn	"	"	"
Howard + Kathy Dahl	4007 52nd St. CT		
Russileze Alredon	3906 60th St Ct NW		253- 853 853-8539
Hannah Johnson	4324 Murphy Dr NW	HJohnson.hannah@eg.wa.gov	253 858-1013
Gina Ambrose	4211 27th Ave NW		851-8109



SIGN-IN SHEET
Westside Area Community Meeting
 March 18, 2008 – 6:00 P.M.

Name	Address	E-mail Address	Phone Number
Robert Wood	2709 43rd St NW	ROBWOOD@CENTURYTEL.NET	253-857-6055
Gwen Gail	3610 48th Street NW		253-851-1773
Bill & Joyce Payne	6215 Reid Ave NW		253-858-7442
Jim & Barbara Fain	2710 39th St		
Georgina Hummon	4312 Murphy Dr		253-858-2058
D. Kofky	2813 41st St NW		253 571-9025
D. Wheeler	2829 42nd St NW		851-6097
GWEINSTEIN	2823 42nd St NW		851 6549
Tracy Perkins	4216 31st Ave GNW		853-7456
John McEwen	3915 34th St NW		304-1199
Steve DePaul	3084 47th St NW		853-2686
Kent Carter	4003 35th Ave NW		203-514-8143
Dick & Bo Teodoro	3102 East Bay Dr	THE TEODOS@HARBORNET.COM	253 858 7497
LORI CAN-ROPER	5125 OLYMPIC		253 858 9191

Consent Agenda - 3: Receive & File



SIGN-IN SHEET
Westside Area Community Meeting
 March 18, 2008 – 6:00 P.M.

Name	Address	E-mail Address	Phone Number
Vonnie Moore	2713-43 RD ST NW	moorev@centurytel.net	253-858-0712
Cathy Moss	2815 43 RD ST NW	moss harbor@comcast.net	253-857-2873
Carol Ann Johnson	4318 39 TH AVE NW		858-2378
Bud Johnson	4318 35 TH AVE NW		858-2378
Sherry & Bill Dougherty	3907-60 TH ST CT NW	ssdougherty@centurytel.net	853-5866
Charles Perry	4215-33 RD AVE NW	perry@harbornet.com	851-2265
Ros & Michelle Richardson	3414 39 TH AVE CT NW	Reonw@comcast.net	851-9691
Michelle Wollet	4215 27 TH AVE NW	michw@comcast.net	855-3606
Nancy Oien	5020 38 TH Ave NW	mybuys@centurytel.net	857-8997
Wendy + Sharon Lanchot	4204-60 TH ST NW		858-2091
CONNIE BREWER	2704 39 TH ST	cbbrewer@centurytel.net	858-8345
Bill AS Johnson	4324 Murphy Dr NW	tortolab@centurytel.net	858-6933
Spanno Leonard	3505 59 TH ST CT NW	jmrcardn@aol.com	509-0652

Consent Agenda - 3: Receive & File



SIGN-IN SHEET
Westside Area Community Meeting
 March 18, 2008 – 6:00 P.M.

Name	Address	E-mail Address	Phone Number
Randy Bess	P.O. Box 237	Randy.Bess@Comcast.net	858-5150
Bill Swinn	3415 39th Ave Ct S.H. NW Gig Harbor WA 98925		—

Consent Agenda - 3: Receive & File



Subject: Appointment to Parks Commission

Dept. Origin: Administration

Proposed Council Action: A motion for the re-appointment of Jacquie Goodwill and Michael Perrow to serve a three-year term on the Parks Commission that expires on March 31, 2011.

Prepared by: Boards/Commission Review Committee

For Agenda of: March 24, 2008

Exhibits: Letters of Interest

Initial & Date

Concurred by Mayor:

Handwritten initials and date: CJH 3/20/08

Approved by City Administrator:

Handwritten initials and date: POK 3/19/08

Approved as to form by City Atty:

Approved by Finance Director:

Handwritten initials and date: CR 3/20/08

Approved by Department Head:

Blank line for signature

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and dollar amounts (\$0).

INFORMATION / BACKGROUND

The terms of Parks Commission Chair Jacquie Goodwill and Michael Perrow will expire on March 31, 2008. Both members have expressed interest in being re-appointed and serving a three year term. The Board Review Committee Kadzik, Payne and Ekberg favorably reviewed their letters of interest.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

The Board Review Committee recommends the reappointment of Jacquie Goodwill and Michael Perrow based upon their great efforts in getting the Parks Commission up and running and their request to continue their support of ongoing Parks projects as described in the attached letters of interest.

RECOMMENDATION / MOTION

Move to: A motion for the re-appointment of Jacquie Goodwill and Michael Perrow to serve a three-year term on the Parks Commission that expires on March 31, 2011.

Jacquie Goodwill

PO Box 2685
(3303 Grandview Street)
Gig Harbor, WA 98335
Hm: (253) 851-4199
Cell: (253) 549-6339
jacquie.goodwill@hotmail.com

February 26, 2008

Dear Mayor and City Council Members,

Thank you for considering my request to renew my appointment as a member of the Gig Harbor Parks Commission. Membership in this fledgling group and serving as its chairman in the past year has been a tremendously rewarding experience and one that I feel has served the City of Gig Harbor well in specific ways:

Promote the city's vision for parks – Over the past two years, we have extended the Mayor and City Council's long-range goals and objectives. In particular to create parks such as Austin-Estuary Park, the too-be-named park on 50th Street Northwest, address vacated street ends and support initiatives for Skansie Brothers Park and Eddon Boat Park.

Parks safety and community livability – To ensure the safety of our park users, we supported such activities. Some examples include installing video surveillance equipment at the skate park and passed an important ordinance to prohibit smoking in parks, reducing many risks not the least of which include that of fire during the dry summer season.

A platform for city leadership and citizen interaction – Through our monthly parks commission meetings, our joint city council-parks commission meetings and special events such as Parks Appreciation Day and the summer-long concert series, there are many, many opportunities to create meaningful connections with our local citizenry.

In summary, I would like to renew my appointment to this fine team. In doing so, I would hope to continue this work and further develop our vision, goals and objectives for parks in our beautiful community.

Warm regards,

Jacquie Goodwill

Michael Perrow
P.O. Box 1266
Gig Harbor, WA 98335
February 25th, 2006

Mayor Chuck Hunter & City Council
3510 Grandview Street
Gig Harbor, WA 98335

Mayor & Council:

I would like to be reappointed to the City of Gig Harbor Parks Commission. I have enjoyed the time I have served and look forward to the opportunity to continue. While we have had many successes, I am most pleased with Parks Appreciation Day. PAD has the potential to grow much larger, bringing more of the community into the parks. Thanks for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to be 'MP', with a long horizontal flourish extending to the right.

Michael Perrow



Gig Harbor Parks Commission

The City of Gig Harbor is looking for citizens interested in serving on the Gig Harbor Parks Commission. The position is strictly voluntary and members selected shall serve a three-year term without salary or other compensation. Commissioners will be selected from the Gig Harbor community at large and shall be a resident of the city of Gig Harbor at the time of appointment and throughout his/her time in office.

Persons interested in serving should submit a letter of interest and application form to the Mayor, Attn: Terri Reed, City of Gig Harbor, 3510 Grandview Street, Gig Harbor 98335, no later than 4:30 p.m. on Wednesday, Thursday March 13, 2008. For more information and an application please visit the city's website at www.cityofgigharbor.net.



Subject: Summer Concerts Contracts

Dept. Origin: Operations

Prepared by: Marco Malich *Marco Malich*
Interim Director of Operations

For Agenda of: March 24, 2008

Exhibits: Contracts

Initial & Date

Concurred by Mayor: CHA

Approved by City Administrator: RJK 3/17

Approved as to form by City Atty: Cam 3/17/08

Approved by Finance Director: _____

Approved by Department Head: mm

Proposed Council Action Authorize the award and execution of ten contracts for the 2008 Summer Sounds Concert Series at Skansie Brothers Park, for a total of Eleven Thousand Eight Hundred Dollars (\$11,800.00).

Expenditure	Amount	Appropriation
Required \$ 11,800.00	Budgeted \$13,000.00	Required 0

INFORMATION / BACKGROUND

The 2008 Operations Budget provides for weekly Summer Sounds Concerts at Skansie Brothers Park. Ten performances have been scheduled.

Pacific Sound & Stage (provides sound services for all concerts)	\$3,600
Jesse Savage	\$ 400
William Farmer	\$1,000
Danny V. Smith	\$ 600
Army Band (no contract necessary)	\$ 0
Machine Entertainment	\$1,500
JC Hyke	\$ 850
Pearl Django	\$1,350
Aaron Meyer	\$1,000
Lorraine Thompson	\$ 500
Franco Bertucci	\$1,000

Attached are ten separate contracts for this concert series.

FISCAL CONSIDERATION

The work is within the \$13,000 that was anticipated in the adopted 2008 budget, identified under the Parks Operating Fund, Objective No. 9.

BOARD OR COMMITTEE RECOMMENDATION

RECOMMENDATION / MOTION

Move to: Authorize the award and execution of ten contracts for the 2008 Summer Sounds Concert Series at Skansie Brothers Park, for a total of Eleven Thousand Eight Hundred Dollars (\$11,800.00).

**CONTRACT FOR SUMMER CONCERT SERIES
CONTRACTOR AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and PACIFIC STAGE, INC., a Washington corporation, whose address is 703 S Cushing Street SW Olympia, WA 98502 (hereinafter the "Contractor").

RECITALS

WHEREAS, the City wishes to engage the Contractor to provide sound services, as part of the Gig Harbor 2008 Summer Concert Series; and

WHEREAS, the Contractor agrees to provide such services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert series on: June 24th, 2008, July 1st, 2008, July 8th, 2008, July 15th, 2008, July 22nd, 2008, July 29th, 2008, August 5th, 2008, August 12th, 2008, August 19th, 2008 and August 26th, 2008 with an expected audience of 300-350 persons. The concert will take place regardless of the weather, rain or shine.

The Contractor agrees to provide sound services at the above listed concerts. Between the hours of 6:30 p.m. to 8:00 p.m, with set up anytime after 3pm.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Contractor will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Contractor Three Hundred Sixty Dollars and no cents (\$360.00) for each performance, which shall be paid to Pacific Stage, Inc. by mail to the address set forth at the end of this contract, following each specified performance listed in section I. Services and Date of Performance. In order to facilitate payment the City requests that the Contractor submit separate invoices for each performance to City 30 days prior to concert date(s).

III. Relationship of Parties

The Contractor will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Contractors or his employees, agents and sub-consultants. The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

III. General Provisions.

Any assignment of this Contract by the Contractor without the written consent of the City shall be void. 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. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

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

THE CITY OF GIG HARBOR

By: _____

Dave Sederberg, President
Pacific Stage, Inc.
703 Cushing SW
Olympia, WA 98502
360-786-8883

By: _____

Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Jesse Savage, whose address is 9820 Harborview Place, Gig Harbor, WA 98332 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2008 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, June 24th, 2008, with an expected audience of 300-400 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, June 24th, 2008, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc. under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, June 24th, 2008. The Performer's dress should be casual and reflect the weather. The City will provide water for the Performer.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer four hundred dollars and no cents (\$400.00), which shall be paid to Jesse Savage, Tuesday, June 24th, 2008, immediately following the performance. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

III. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. 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. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

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

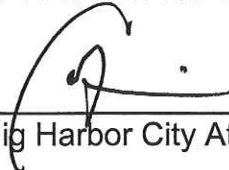
THE CITY OF GIG HARBOR

By: Jesse Savage

Jesse Savage
9820 Harborview Place
Gig Harbor, WA 98332
253-851-6559

By: _____
Mayor

APPROVED AS TO FORM:



Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and William Farmer, whose address is 1726 N Mildred, Tacoma, WA, 98406 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2008 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, July 1st, 2008, with an expected audience of 300-400 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, July 1st, 2008, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc., under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, July 1st, 2008. The Performer's dress should be casual and reflect the weather. The City will provide water for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer one thousand dollars and no cents (\$1,000.00), which shall be paid to William Farmer on Tuesday, July 1st, 2008, immediately following the performance. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.


III. Relationship of Parties

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

III. General Provisions

Any assignment of this Contract by the Performer without the written consent of the City shall be void. 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. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.


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

By: 
William Farmer
1726 N Mildred
Tacoma, WA 98406
253-931-0459

THE CITY OF GIG HARBOR

By: _____
Mayor

APPROVED AS TO FORM:


Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Danny V. Smith, whose address is P.O. Box 197 Milton, WA 98354 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2008 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, July 8th, 2008, with an expected audience of 300-400 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, July 8th, 2008, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc. under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, July 8th, 2008. The Performer's dress should be casual and reflect the weather. The City will provide water for the Performer.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer six hundred dollars and no cents (\$600.00), which shall be paid to Danny V. Smith on Tuesday, July 8th, 2008, immediately following the performance. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

III. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. 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. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

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

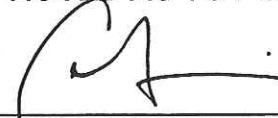
THE CITY OF GIG HARBOR

By: 

Danny V. Smith
P.O. Box 197
Milton, WA 98354
253-691-5450

By: _____
Mayor

APPROVED AS TO FORM:



Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Machine Entertainment (dba The Beatniks), a Washington corporation, whose address is 2820 Thornkdyke Ave W., Seattle, WA 98199 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2008 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, July 22nd, 2008, with an expected audience of 300-400 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, July 22nd, 2008, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc., under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, July 22nd, 2008. The Performer's dress should be casual and reflect the weather. The City will provide water for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer one thousand five hundred dollars and no cents (\$1,500.00), which shall be paid to The Beatniks by mail to the address set forth at the end of this contract, following the performance on Tuesday, July 22nd, 2008. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.


III. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. 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. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 15 day of February, 2008.

By: 
Dean Zeligovsky
Machine Entertainment
2820 Thorndyke Ave W
Seattle, WA 98199
206-448-1999

THE CITY OF GIG HARBOR
By: _____
Mayor

APPROVED AS TO FORM:


Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and JC Hyke, whose address is 1601 Sulky Dr. SE Apt. D Lacey, WA 98503 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2008 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, July 29th, 2008, with an expected audience of 300-400 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, July 29th, 2008, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc. under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, July 29th, 2008. The Performer's dress should be casual and reflect the weather. The City will provide water for the Performer.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer eight hundred fifty dollars and no cents (\$850.00), which shall be paid to JC Hyke on Tuesday, July 29th, 2008, immediately following the performance. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

III. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. 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. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

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

THE CITY OF GIG HARBOR

By:

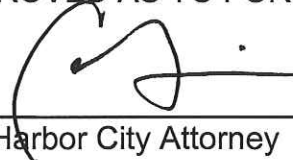


JC Hyke
1601 Sulky Dr. SE Apt. D
Lacey, WA 98503
360- 456-6521

By:

Mayor

APPROVED AS TO FORM:



Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Pearl Django, a Washington corporation, whose address is 4418 6th Ave. NW, Seattle WA 98107 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2008 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, August 5th, 2008, with an expected audience of 300-400 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, August 5th, 2008, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc., under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, August 5th, 2008. The Performer's dress should be casual and reflect the weather. The City will provide water for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer one thousand three hundred fifty dollars and no cents (\$1,350.00), which shall be paid to Pearl Django by mail to the address set forth at the end of this contract, following the performance on Tuesday, August 5th, 2008. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties

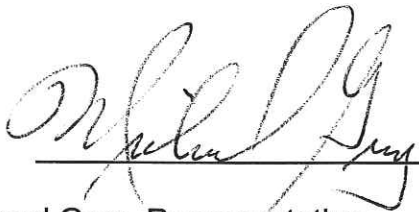
The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

III. General Provisions

Any assignment of this Contract by the Performer without the written consent of the City shall be void. 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. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 25th day of Feb., 2008.


THE CITY OF GIG HARBOR

By: 

Michael Gray, Representative
Pearl Django
4418 6th Ave. NW
Seattle WA 98107

By: _____
Mayor

APPROVED AS TO FORM:



Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Concert Violinist Aaron Meyer LLC, a Washington corporation, whose address is 7599 E. Sitka Court, Port Orchard, WA 98366 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2008 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, August 12th, 2008, with an expected audience of 300-400 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, August 12th, 2008, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc., under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, August 12th, 2008. The Performer's dress should be casual and reflect the weather. The City will provide water for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer one thousand dollars and no cents (\$1,000.00), which shall be paid to Concert Violinist Aaron Meyer LLC immediately following the performance on Tuesday, August 12th, 2008. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

III. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. 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. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

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

By: Shannon Frank

Shannon Frank, Representative
Concert Violinist Aaron Meyer, LLC
7599 E. Sitka Court
Port Orchard, WA 98366
360-271-1481

THE CITY OF GIG HARBOR

By: _____
Mayor

APPROVED AS TO FORM:

[Signature]
Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Lorraine Thompson, whose address is 1319 B Street, Lakebay, WA 98349 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2008 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, August 19th, 2008, with an expected audience of 300-400 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, August 19th, 2008, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc., under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, August 19th, 2008. The Performer's dress should be casual and reflect the weather. The City will provide water for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer five hundred dollars and no cents (\$500.00), which shall be paid to Lorraine Thompson on Tuesday, August 19th, 2008, immediately following the performance. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

III. General Provisions

Any assignment of this Contract by the Performer without the written consent of the City shall be void. 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. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

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


THE CITY OF GIG HARBOR

By: 

Lorraine Thompson
1319 B St.
Lakebay, WA 98349
(253)238-6192

By: _____
Mayor

APPROVED AS TO FORM:


Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Franco Bertucci, whose address is PO Box 551, Quilcene, WA 98376, (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2008 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, August 26th, 2008, with an expected audience of 300-400 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, August 26th, 2008, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc., under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, August 26th, 2008. The Performer's dress should be casual and reflect the weather. The City will provide water for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer one thousand dollars and no cents (\$1,000.00), which shall be paid to Franco Bertucci by mail to the address set forth at the end of this contract, following the performance on Tuesday, August 26th, 2008. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

III. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. 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. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.


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

THE CITY OF GIG HARBOR

By: 

Franco Bertucci
PO Box 551
Quilcene, WA 98376
(360)765-0834

By: _____
Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk



Subject: First Amendment to Land Use
Hearing Examiner Employment Agreement

Proposed Council Action:

Approve Agreement

Dept. Origin: Planning Department

Prepared by: Tom Dolan, Planning Director *TB*

For Agenda of: 3/24/08

Exhibits: Proposed Agreement

Initial & Date

Concurred by Mayor:

CLH 3/18/08

Approved by City Administrator:

PKK 3/17/08

Approved as to form by City Atty:

Cam 3/17/08

Approved by Finance Director:

Approved by Department Head:

TD 3/11/08

Expenditure	Amount	Appropriation
Required <i>\$130/HR.</i>	Budgeted \$57,500.00	Required <i>\$0</i>

INFORMATION / BACKGROUND

In March of 2007 the City Council approved an Employment Agreement with Margaret Klockars for Hearing Examiner services. The Gig Harbor Municipal Code requires that a number of land use application decisions be made by a Hearing Examiner after a duly notified public hearing. The proposed amendment would extend Ms. Klockars' agreement for one year until March of 2009.

FISCAL CONSIDERATION

It is anticipated that the \$57,500.00 budgeted for Hearing Examiner services will be adequate for 2008.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Staff recommends approval of the agreement.

**FIRST AMENDMENT TO LAND USE HEARING EXAMINER
EMPLOYMENT AGREEMENT – MARGARET KLOCKARS**

THIS FIRST AMENDMENT is made to the AGREEMENT, dated March 12, 2007, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Margaret Klockars, (hereinafter the "Hearing Examiner").

RECITALS

WHEREAS, the City desires to contract with the Hearing Examiner for Hearing Examiner services; and

WHEREAS, the Hearing Examiner agreed to perform the services, and the parties executed an Agreement on March 12, 2007, (hereinafter the "Agreement"); and

WHEREAS, the existing Agreement terminates on March 15, 2008;

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 Term of Work. Section 7 of the Agreement is amended to extend the term of the agreement until March 15, 2009.

Section 2. Amendment to Compensation. Section II(A) of the Agreement is amended to require the City to pay compensation to the Hearing Examiner at the hourly rate of \$130.00. In addition, Section II(A) is further amended to provide compensation for a minimum of one hour for each hearing date held. 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. 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 _____ day of _____, 200__.

THE CITY OF GIG HARBOR

By: Margaret Klockars
Its Principal

By: _____
Mayor

Notices to be sent to:

Hearing Examiner
Margaret Klockars
321 36th Avenue East
Seattle, WA 98335
Amklock@aol.com

CITY
Tom Dolan, Planning Director
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-6170

APPROVED AS TO FORM:



City Attorney

ATTEST:

City Clerk



Subject: Wastewater Comprehensive Plan Update – Amendment to the Contract with HDR Engineering, Inc.

Proposed Council Action: Authorize an amendment to the Consultant Services Contract with HDR Engineering for the Wastewater Comprehensive Plan Update in the amount-not-to-exceed \$173,600.00.

Dept. Origin: Engineering Division

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

For Agenda of: March 24, 2008

Exhibits: Amendment #4 to Consultant Services 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 3/19/08, POK 3/18/08, AM 3/18/08, JD 3/19/08, and a signature.

Expenditure	Amount	Appropriation
Required \$173,600.00	Budgeted \$175,000.00	Required 0

INFORMATION / BACKGROUND

Previously, HDR has completed three phases of the Wastewater Comprehensive Plan Update. Specifically, Phase 1 completed a 20-year population forecast of growth within the City and UGA. Phase 2 completed the evaluation of, and revisions to, the City's wastewater drainage basins and estimation of wastewater demands within the City's sewage area and selection of a City-wide sewer model. Phase 3 completed and created a limited City-wide sewer hydraulic model.

This contract amendment will complete the City-wide Wastewater Comprehensive Plan. A detailed description of services is provided herein.

FISCAL CONSIDERATION

This work was anticipated in the adopted 2008 Budget and is within the 2008 Sewer Capital Fund allocation of \$175,000.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize an amendment to the Consultant Services Contract with HDR Engineering, Inc. for the completion of the Wastewater Comprehensive Plan Update in the amount of One Hundred Seventy Three Thousand Six Hundred Dollars and No Cents (\$173,600.00).

**AMENDMENT #4 TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
HDR ENGINEERING, INC.**

THIS FOURTH AMENDMENT is made to the AGREEMENT, dated March 28, 2005, and subsequent AMENDMENT #1, dated October 24, 2005, and subsequent AMENDMENT #2, dated August 14, 2006, and subsequent AMENDMENT #3, dated April 26, 2007 by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and HDR Engineering, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 626 Columbia Street NW, Suite 2A, Olympia, Washington 98501, (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in updating of the Wastewater Comprehensive Plan – Phase 3B –Model Refinement and Plan Preparation and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agreed to perform the services, and the parties executed an Agreement on March 28, 2005 (hereinafter the "Agreement"); and

WHEREAS, the existing Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant, or to exceed the amount of compensation paid by the City;

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 Services.** Section I of the Agreement is amended to require the Consultant to perform all work described in **Exhibit A – Scope of Services**, 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 to require the City to pay compensation to the Consultant for the work described in **Exhibit A** to the Amendment in the amount of: One Hundred Seventy Three Thousand Six Hundred Dollars and No Cents (\$173,600.00). 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. **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.

Section 4. **Amendment to Duration of Work.** Section IV of the Agreement is amended that the parties agree that the work described in **Exhibit A** shall be completed by December 31, 2008; provided however, that additional time shall be granted by the City for excusable days of extra work.

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

THE CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

Notices to be sent to:

CONSULTANT
HDR Engineering, Inc.
Attn: Tim Hume, P.E.
626 Columbia Street NW, Suite 2-A
Olympia, Washington 98507
(360) 570-4400

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

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 _____ day of _____, 2008.

THE CITY OF GIG HARBOR

By: 
Its Principal

By: _____
Mayor

Notices to be sent to:

CONSULTANT
Attn: Tim Hume, P.E.
HDR Engineering, Inc.
626 Columbia Street NW, Suite 2A
Olympia, Washington 98501
(360) 570-4400

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF Thurston)

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

Dated: March 5, 2008
Amanda Jean Ruston

Amanda Jean Ruston
(print or type name)

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

Olympia, Washington

My Commission expires: January 1, 2009



STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Charles L. Hunter is the person who appeared before me, and said person acknowledged that he 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: _____



AMENDMENT NO. 4

EXHIBIT A

Wastewater Comprehensive Plan Update Phase 3B – Model Refinement and Plan Preparation

Prepared by:

HDR Engineering, Inc.
626 Columbia St NW, Suite 2A
Olympia, Washington 98501

March 14 2008

AMENDMENT NO. 4

Wastewater Comprehensive Plan Update

Introduction

The City of Gig Harbor retained HDR in January 2005 to update the 2002 Wastewater Comprehensive Plan. HDR's scope of services has been implemented in three phases; Phase 1- Population Projections; Phase 2- Drainage Basin Evaluation, Flow Projections and Model Selection, and Phase 3- Model Development, Refinement and Plan Preparation.

This integrated phased approach is intended to allow the City an opportunity to re-evaluate many of the 2002 plan elements and related assumptions, while remaining within the established budgets.

Background

Prior phases completed by HDR for the City include the following.

Phase 1: Population Projections

HDR completed Phase 1 in April 2006. This phase provided an updated 20-year forecast of population growth within the City and its Urban Growth Area (UGA). Existing data, forecasts of population, and expected changes in land use were assembled and analyzed. The population projections are based on the City's existing Buildable Lands Analysis, which was extended to incorporate the City's UGA boundary during this phase. The forecast was designed to be flexible and adaptable for future utility planning purposes over the coming years.

Phase 2: Drainage Basin Evaluation, Flow Projections and Model Selection

HDR completed Phase 2 in February 2007. This phase included evaluating and revising existing drainage basins, estimating wastewater flows within the UGA, and offered guidance to the City in the selection of hydraulic modeling software. The primary deliverables for this phase included an updated drainage basin map and wastewater flow projections. In addition, the City selected SewerCAD as their preferred modeling software.

Phase 3A: Preliminary Model Development and Additional Data Collection

HDR completed Phase 3A in December 2007. This phase included developing a preliminary hydraulic model of the existing wastewater system using the City's preferred commercial hydraulic software. This preliminary model was used to identify additional wastewater system data necessary to calibrate the hydraulic model.

HDR and City acknowledge model calibration with observed wastewater flow data is important to improve model accuracy and its predictive nature. The City indicated previous hydraulic models used on its behalf have resulted in planned sewer improvements which are unrealistic due to the gross assumptions made to avoid calibration. HDR therefore proposes the Phase 3B scope to include expanding, refining, and calibrating the computer model using additional field data; updating the City's capital improvement planning; water reclamation and reuse planning; incorporating wastewater treatment plant planning performed by others; incorporating financial planning, and preparing the Wastewater Plan Update for Department of Ecology approval and City Council adoption.

I. Scope of Services

Phase 3B: Model Refinement and Plan Preparation

Task 1 - Project Management

Objective: HDR will manage, administer, and provide ongoing oversight of the project during the contract period.

HDR Responsibilities:

- 1) Provide written minutes of key issues discussed at meetings at HDR's discretion.
- 2) Prepare and provide monthly invoices and cost summary worksheets with a cover letter, which identifies the progress of each task described herein, outline any issues or concerns relating to budget, scope, or schedule and identify any extra professional services requested by the City.
- 3) Attend up to 9 monthly meetings with the City.
- 4) Perform periodic reviews for quality control.

City Responsibilities:

- 1) Review and provide comments to meeting minutes in relation to accuracy.
- 2) Identify one City representative (or project manager) to whom HDR will maintain direct communication during the life of this project.
- 3) Provide a comprehensive list of any issues and/or comments based on the review of deliverables.

Assumptions:

- 1) The City representative will provide a comprehensive list of issues and comments based on the review of deliverables conducted by all City departments.
- 2) Review of deliverables will occur within 2 weeks upon the City's receipt, and the City representative will provide to HDR any comments within 3 weeks of receipt date.
- 3) The City representative will schedule meetings and coordinate the necessary activities with other City departments in relation to the defined services provided by HDR herein.
- 4) The duration of Phase 3B will be 9 months.

Deliverables:

- 1) Monthly invoices with related cover letter.
 - 2) Quality control reviews on all deliverables.
-

Task 2 Hydraulic Modeling

Objective: Prepare a hydraulic model of the City's wastewater collection and conveyance system that improves the City's confidence in sizing and capacity needs and allows the City to perform future scenarios responding to growth.

HDR Responsibilities:

- 1) Refine existing and future wastewater flow estimates by completing the DFAM-WW prepared during Phases 1 and 2.
- 2) Refine wastewater basin boundaries based on City comments.
- 3) Expand the preliminary model developed during Phase 3A by adding up to 200 additional pipe segments and manholes based on data previously provided by the City (manhole locations, pipe lengths, and invert elevations and pipe diameter).
- 4) Contract with licensed surveyor to field locate existing sewer systems not provided by the City. Direct surveyor as required to confirm data conflicting between sewer model and record drawings (rims, inverts, etc.).
- 5) Compare the peaking factors and ERU calculations with current comprehensive plan.

- 6) Calibrate the model using observed flows. Identify deficiencies and inconsistencies, where additional information or data will be required to either calibrate the model or predict system performance with greater confidence.
- 7) Perform up to 10 model runs in Sewercad for existing and future growth wastewater flow scenarios.
- 8) Prepare one technical memorandum

City Responsibilities:

- 1) Provide any additional or updated data on the wastewater collection and conveyance system, including infrastructure descriptions and locations, pumping records, pump curves, operation and maintenance manuals or protocols, water quality data, flow data, etc. as requested by HDR.
- 2) Assist HDR with the development of the model by clarifying discrepancies in data, collecting on-going flow data and water quality data, providing up-to-date pump station and other system operational data, and conducting additional field work as necessary to prepare the model.
- 3) Review and provide written comments on the Technical Memorandum within 2 weeks of receipt.

Assumptions:

- 1) The level of effort provided by HDR will be based on the estimated labor hours presented on the table in Section II below.
- 2) Hydraulic modeling efforts will be focused on the wastewater collection and conveyance system only. These systems are located upstream of the City's Wastewater Treatment Plant. The WWTP inlet pipe will act as the point of discharge for the wastewater model.
- 3) The basins delineated in Task 3A will be utilized for modeling. The basins will not be divided into smaller subbasins for modeling purposes. The future subbasins will be modeled for full build out, with lift stations located at the low points.
- 4) HDR will utilize information contained in drawings, maps, reports and studies previously provided by the City.
- 5) Existing Data not provided by the City or in conflict with sewer model will be located by a Land Surveyor for a contracted lump sum price that is not to exceed the costs allocated in Section II.
- 6) HDR will give the surveyor notice to proceed, after all existing data has been analyzed and input into the model.
- 7) All existing lift stations and only major interceptors and other key collection and conveyance system components will be included in the model. The model may not include some of the sewer pipes located within the City's collection system. For example, individual sewer service connections, terminal lines and laterals will not be included. Pipes smaller than 6" diameter will be included in the model only if HDR is directed by the City at the initiation of this task effort.
- 8) The model is considered to be calibrated when the values of calculated flows and observed flows are within $\pm 5\%$ of each other.
- 9) The technical memorandum will be up to 25 pages in 8½" x 11" format with up to 5 reference maps in 11" x 17" format. The TM will describe the assumptions used, describe the input data used, and document system deficiencies and capacity needs based on results of the modeling scenarios. The memorandum will also compare the differences in the baseline factors (Peaking Factor, ERU Calculations, etc.) between the new report and the current comprehensive plan.

Deliverables:

- 1) Hydraulic Modeling Technical Memorandum
- 2) Provided full-sized (22 x 34) color sewer infrastructure map.

Task 3 Capital Facility Planning

Objective: Prepare a 6-year and 20-year capital facility plan identifying priorities and implementation schedule for wastewater system improvements.

HDR Responsibilities:

- 1) HDR will review and analyze Capital Improvement Plan described in Chapter 11 of the 2002 Wastewater Comprehensive Plan prepared by Gray & Osborne.
- 2) HDR will utilize hydraulic modeling results from Task 2 to evaluate required sewer system improvements for the 6-year and 20-year planning windows.

City Responsibilities:

- 1) Provide HDR with input on existing conditions of lift stations, gravity sewers and forcemains.
- 2) Verify that previous CIP improvements as described in the 2002 Wastewater Comprehensive Plan have been completed.

Assumptions:

- 1) All lift stations will be updated within the 20-year window to replace pumps and parts.
- 2) All lift station are assumed to have 2 pumps, each sized to handle the peak design flow.
- 3) Forcemains downstream of all lift stations will be evaluated to maintain flow velocities ranging between 2 and 8 feet per second (fps).
- 4) The technical memorandum will be up to 10 pages in 8½" x 11" format. The TM will describe the assumptions used, criteria for design, summary of capital improvements, along with tables illustrating 6-year and 20-year capital facility plan with associated capital costs.

Deliverables:

- 1) Capital Facility Plan Technical Memorandum

Task 4 Wastewater Treatment Plant

Objective: Incorporate the City's existing wastewater treatment plant (WWTP) studies and information into the wastewater plan update.

HDR Responsibilities:

- 1) Review existing data provided by the City for key elements to be included in the plan.
- 2) Estimate current and future wastewater loadings (TSS & BOD) to the WWTP based on population and flow projections.

City Responsibilities:

- 1) Provide guidance and input regarding the City's future plans for the WWTP.
- 2) Provide cost estimates and schedule of implementation for WWTP improvements.

Assumptions:

- 1) HDR will not conduct or perform any evaluation of the City's WWTP.
- 2) HDR will not prepare any cost estimates for WWTP improvements.
- 3) The technical memorandum will be up to 15 pages in 8½" x 11" format. The TM will describe the current and future loadings, flow projections, along with trigger events for Wastewater Treatment Plant upgrades.
- 4) HDR will incorporate WWTP studies previously completed by City's consultant.

Deliverables:

- 1) Wastewater Treatment Plant Technical Memorandum

Task 5 Water Reclamation and Reuse

Objective: Assist the City in determining the potential for implementing a water reuse program.

HDR Responsibilities:

- 1) Review City's existing Water and Wastewater Plans for water reclamation and reuse.
- 2) Identify additional potential reclaimed water sites (streams, parks, etc) not in Water System Plan.
- 3) Refine forecasted water demands for a reclaimed water system as needed.
- 4) Identify additional improvements to the City's Wastewater Treatment Plant and/or proposed reclaimed water distribution system.

City Responsibilities:

- 1) Provide HDR with updated Water System Plan that outlines and discusses water reclamation and reuse.

Assumptions:

- 1) City has defined a service areas and forecasted water demands for a reclaimed water system.

- 2) City has identified improvements to the City's Wastewater Treatment Plant as well as new improvements necessary for the construction of a reclaimed water distribution system.
- 3) The technical memorandum will be up to 10 pages in 8½" x 11" format. The TM will describe the potential reclaimed water needs and uses, along with forecasted demands and WWTP upgrades. The memo will address reuse components in accordance with Ecology guidelines.

Deliverables:

- 1) Water Reclamation and Reuse Technical Memorandum

Task 6 Financial Planning

Objective(s): Prepare a Financial Program to meet current operating needs while properly financing both capital, operational, and renewal and replacement (R&R) improvement programs.

HDR Services:

- 1) Review and document the City's existing sewer utility rates and charges.
- 2) Review and document the City's current Capital Facility Charge (CFC) revenue.
- 3) Determine the annual revenue that may be necessary to meet the planned expenditures outlined in both the 6-Year Capital Improvement Plan and Annual Operating Plan.
- 4) Identify possible funding strategies to assist the City's Sewer Utility.
- 5) Prepare a Technical Memorandum of findings associated with the City's Sewer Utility Charges and possible funding options.

City Responsibilities:

- 1) Provide HDR with all pertinent financial information on the City's Sewer Utility rates and Charges include ordinances, resolutions, budget worksheets, etc.
- 2) Assist HDR with identifying possible funding sources for capital improvements and operating expenses.

Assumptions:

- 1) The level of effort planned under this task is a conceptual review of the current rates and charges to summarize the financial state of the utility.
- 2) HDR will utilize the existing financial studies previously completed by the City's consultant.
- 3) Rates and charges study to be prepared by the City.
- 4) Current rates and charges may not be suitable for the planned capital improvements. As such, the Plan will assume grants, loans, rates and charges adjustments to satisfy the funding required.
- 5) The tech memo will consist of up to 15 pages in 8½" x 11" format summarizing the City's current Sewer Utility rates and charges and how they relate to the Annual and 6-Year Capital Improvement Plan.

Deliverables:

- 1) Financial Planning Technical Memorandum

Task 7 Prepare Wastewater Plan Update

Objective(s):

- 1) To take the information produced and collected as a part of previous tasks and subtasks and prepare the City's Wastewater Plan Update

HDR Services:

- 1) Compile and organize the information contained in each of the technical memoranda from this current and the previous phases of this project into a Draft Plan.
- 2) Developing and implement a public outreach and involvement strategy for the Plan.
- 3) Assist City in preparation of SEPA documents in accordance with WAC 173-240-050(n).
- 4) Attend two (2) public workshop or meeting to review comments on the Draft Plan.
- 5) Address City staff and public comments.
- 6) Attend up to three (3) City council meetings to present Draft Plan.
- 7) Provide technical assistance during the Department of Ecology review and approval period.

- 8) Prepare Final Plan based on the comments.

City Responsibilities:

- 1) Review and provide consolidated written comments on the Draft Plan within 3 weeks of receipt.
- 2) Assist in the developing and implementing a public outreach and involvement strategy for the Plan.
- 3) Submit Plan to WDOE and pay all applicable fees, rates and charges associated with the review and approval of the Final Plan by WDOE and/or other applicable agencies.

Assumptions:

- 1) Two (2) hard copies and one electronic copy of the Draft Plan will be provided to the City for public review and comment.
- 2) Two (2) hard copies and one electronic copy of the Final Plan will be provided to the City.
- 3) One (1) hard copy of the Draft and Final Plan will be provided for submittal to WDOE.
- 4) The plan will be consistent with Washington Administrative Code 173-240-050, and submitted to the Department of Ecology for review and approval.
- 5) Comments offered by the City on the Draft Plan will not materially alter or modify the demographic scenarios, wastewater flow projections, collection system evaluation, wastewater treatment plant evaluation, and financial evaluation. Any revisions necessary to produce the Final Plan are expected to be relatively minor and editorial in nature.

Deliverables:

- 1) Draft and Final Wastewater Plan Update

II. Estimated Fees and Related Rate Schedule

The estimated total contract amount to complete the professional services identified in Section I above is One Hundred Seventy-Three thousand Six Hundred dollars (\$173,600).

Professional services rendered in connection with this scope will be billed on a Time and Materials basis based on the 2008 rate schedule shown below for actual hours rendered by HDR employees to the estimated total contact amount in accordance with the terms and conditions outlined in the signed Agreement. In addition, HDR will apply a 10% fee to actual subconsultant and vendor invoices associated with this project.

2008 Hourly Rate Schedule		
Position/Classification	Fully Burdened Hourly Rates¹	
	Minimum	Maximum
Project Principal	\$190.00	\$280.00
QA/QC Reviewer	\$160.00	\$230.00
Project Manager	\$140.00	\$210.00
Senior Engineer	\$140.00	\$250.00
Project Engineer	\$80.00	\$160.00
Senior Planner	\$120.00	\$180.00
Project Planner	\$100.00	\$150.00
Financial Analyst	\$120.00	\$180.00
CADD Tech	\$80.00	\$110.00
Project Assistant	\$60.00	\$90.00
Project Controller	\$60.00	\$90.00

¹ Fully Burdened Hourly Rates include labor rate, allocated overhead rate and tech charges.

Consent Agenda - 7

HDR Engineering, Inc.
March 2008

The estimated labor hours to perform the scope of services described in Section I is presented on the following table. HDR will track the labor hours rendered for each task and report to the City monthly regarding the status of expended versus estimated budget. Additional budget for extra work will be required if the estimated labor hours are exceeded.

Client:	City of Oak Harbor	Prepared by:	City of Oak Harbor										
Project Name:	Wastewater Comprehensive Plan - July 26	Control Review by:	City of Oak Harbor										
		Management Review by:	City of Oak Harbor										
Designation	Total Hours for Task	Design	Engineering	Construction	Operations	Other	Subtotal	Design	Engineering	Construction	Operations	Other	Subtotal
Task 1 - Project Management Management Reviews Project Guide Monthly Invoicing and Progress Reports Meetings OM/OC	134 hours 9 invoices included in tasks	2	4	2	16	12	24						4
Task 2 - Hydrologic Modeling Flow Correlation Basin Refinement Refine DFFMA-WW Compare Peaking Factors, ERLS for model w/Current Comp Plan Export model Calibrate model Model scenarios Prepare Technical Memorandum	678 hours		4	4	8	24	8	16	24	24	24	24	120
Task 3 - Capital Facility Planning Analysis of existing 2002 CIP Capital Facility Planning Prepare Technical Memorandum	186 hours		4	16	2	8	12	8	2	24			6
Task 4 - Wastewater Treatment Plant Review ex. WWTP Data and estimate current and future system loadings Estimate current and future loadings Prepare Technical Memorandum	60 hours		2	2	4	4	4	4					6
Task 5 - Sewer Resimulation and Rehab Reassess City WSP Identify additional potential reclaimed sites Refine forecasted demands Identify additional WWTP improvements Prepare Technical Memorandum	66 hours		2	4	2	4	2	4	4	4	4	4	6
Task 6 - Financial Modeling Review and Document City Sewer Rates Review and Document Capital Facility Charge Determine Annual Revenues to Meet 5-year plan Identify funding strategies Prepare Technical Memorandum	104 hours		2	4	2	4	12	12	12	12	12	32	6
Task 7 - Prepare Wastewater Plan Update Prepare Draft Plan Assess with preparation of Sipa Document Attend Public Workshop Address City and staff comments Attend Council Meetings Prepare Final Plan	218 hours		8	8	10	12	16	10	20				115
Subtotal HDR Labor Hours	1366	6	30	134	6	410	24	16	24	80	80	5	28
Total Labor Costs, Allocated Overhead Costs and Fees	\$15,112												
Total Direct Expenses	\$7,488												
Total Subcontractor Expenses and/or Other Services	\$15,000												
Total Anticipated Contract Amount	\$173,600												



Subject: Eddon Boat Sediment Cleanup Project (CPP-503B) – Temporary Construction Easement – Steven Nikolich

Proposed Council Action: Approval of the Temporary Construction Easement as presented.

Dept. Origin: Engineering/Operations

Prepared by: Willy Hendrickson
Engineering Technician

For Agenda of: March 24, 2008

Exhibits: Agreement For Dedication Of A Temporary Construction Easement To The City Of Gig Harbor

Initial & Date

Concurred by Mayor:

Approved by City Administrator: Rob 3/24/08

Approved as to form by City Atty: _____

Approved by Finance Director: N/A

Approved by Department Head: [Signature]

Expenditure	Amount	Appropriation
Required 0	Budgeted 0	Required 0

INFORMATION / BACKGROUND

As a condition of the Eddon Boat Park – Remediation Cleanup Project (CPP – 503B) an Agreement For Dedication Of A Temporary Construction Easement To The City Of Gig Harbor is required from parcel number 0221053122, owned by Steven and Marcia Nikolich and located at 3807 Harborview Drive in order for the City to have access and the ability to construct this project. The Temporary Construction Easement Agreement commences on the date of execution of the agreement and terminates on the date the remediation cleanup project is accepted by the City Council (see attached exhibit).

The City's standard easement agreements has been drafted and approved by City Attorney Carol Morris.

FISCAL CONSIDERATION

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

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Approval of the Temporary Construction Agreement as presented.

**AGREEMENT FOR DEDICATION OF A
TEMPORARY CONSTRUCTION EASEMENT
TO THE CITY OF GIG HARBOR**

THIS AGREEMENT is made this _____ day of _____, 2008, by and between the CITY OF GIG HARBOR, a Washington municipal corporation, (hereinafter the "City"), and Steven J. Nikolich, a married man, husband of Marcia A. Nikolich, but owner of the property described below in his separate estate, (hereinafter the "Owner"), whose mailing address is 3017 200th Ave. E., Lake Tapps, WA 98391-9034

RECITALS

WHEREAS, the Owner Steven Nikolich is the owners of a fee or substantial beneficial interest in the real property commonly known as 3807 Harborview Dr. (Tax Parcel Number 0221053122), (hereinafter the "Property") legally described in **Exhibit "A"** which is attached hereto and by this reference incorporated herein; and

WHEREAS, the Owner has agreed to dedicate a Temporary Construction Easement to the City, which easement is legally described in **Exhibit "B"** (the "Temporary Construction Easement") which is attached hereto and by this reference incorporated herein, for construction purposes associated with the Eddon Boat Park – Remediation Cleanup Project (CPP503B); and

WHEREAS, the City requires the Temporary Construction Easement over the Property in order to _remove contaminated soil; and

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

TERMS

Section 1.

A. Grant.

1. TEMPORARY CONSTRUCTION EASEMENT. The Owners hereby grant a nonexclusive Temporary Construction Easement for the purpose necessarily and reasonably related to obtain access for the construction of the Eddon Boat Park – Remediation Cleanup Project (CPP503B), along, in, upon, under and over the Owners' property as the easement is described in **Exhibit "B"** and as depicted in a drawing attached hereto and incorporated herein as **Exhibit "C"**.
2. The City shall, upon completion of any work within the Property covered by

this easement, restore the surface of the easement and any private improvements disturbed or destroyed by the City during execution of the work, as nearly as practicable to the condition they were in immediately before commencement of the work or entry by the City. This Temporary Construction Easement shall commence on the date the City Council awards the construction project, and shall terminate on the date the construction project is accepted by the City Council. The timeframe for this project is anticipated to begin this summer and completed this fall (approx. 2-3 months). The parties acknowledge that the City makes no guarantee as to the dates of commencement or completion of the project necessitating this easement, and that these dates are a general estimate only.

B. Conditions. The temporary easement described above is subject to and conditioned upon the following terms and covenants, which all parties agree to faithfully perform:

1. The City shall bear all costs and expenses associated with the construction, improvement, maintenance, repair and operation of the construction project.

2. The Owners shall not use any portion of the areas within the temporary easement for any purpose inconsistent with the City's construction of the Eddon Boat Remediation Cleanup Project, during the term of this Agreement. The Owners shall not construct any structures or plant any landscaping on or over the temporary easement during the term of this Agreement.

3. The City shall have all necessary access to the temporary easement without prior notification to the Owners.

Section 2. The rights granted herein to the City shall continue in force until such time as the City Council accepts the construction project for public ownership and maintenance.

Section 3. This Agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction of any litigation arising out of this Agreement shall be in Pierce County Superior Court. The prevailing party in any litigation brought to enforce the terms of this Agreement shall be entitled to its reasonable attorney's fees and costs.

Section 4. Other than the documents attached to this Agreement as exhibits, there are no other verbal or written agreements that modify this Agreement, which contains the entire understanding of the parties on the subject.

Section 5. Any invalidity, in whole or in part, of any provision of this Agreement

shall not affect the validity of any other provision.

Section 6. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

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

GRANTED:

ACCEPTED:

OWNER:

CITY OF GIG HARBOR

By: _____
Steven J. Nikolich

By: _____
Its Mayor

Attest:
By: _____
City Clerk

Approved as to form:
By: _____
City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Steven J. Nikolich _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: _____

(Signature)

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

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

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

DATED: _____

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

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

Section 05, Township 21, Range 02, Quarter 32

Commitment No. 3117984-C

New Parcel B as shown on Record of Survey for Boundary Line Adjustment recorded under Auditor's No. 200309045001, in Pierce County Washington.

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

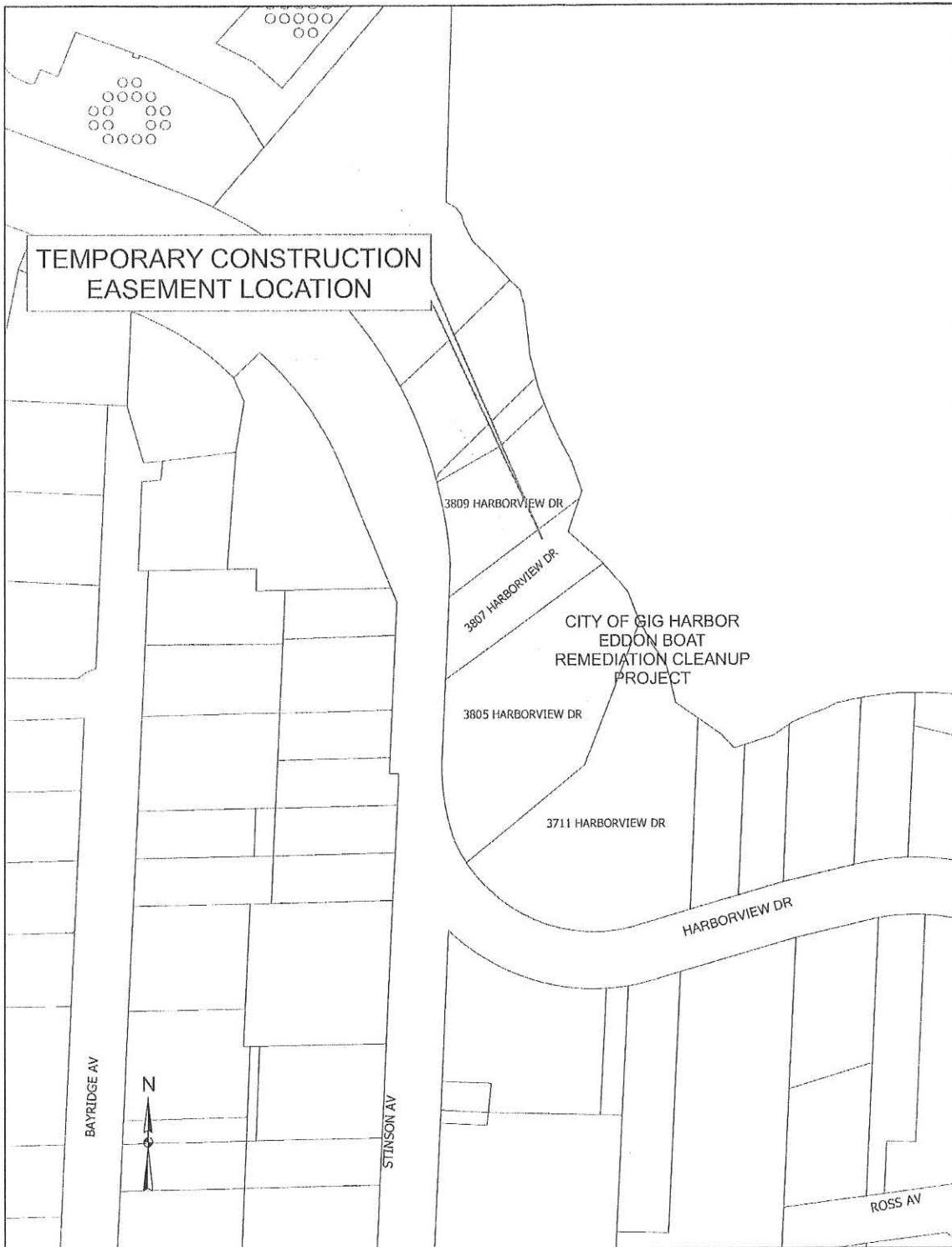
The Temporary Construction Easement includes the entire parcel number 0221053122 and whose property legal description is:

Section 05, Township 21, Range 02, Quarter 32

Commitment No. 3117984-C

New Parcel B as shown on Record of Survey for Boundary Line Adjustment recorded under Auditor's No. 200309045001, in Pierce County Washington.

EXHIBIT C
TEMPORARY CONSTRUCTION EASEMENT DRAWING





Subject: – Street naming, Harbor Hill Loop, Cedar Court, Amber Court, Ash Lane, Kinglet Lane, Honeysuckle Lane, and Lark Lane at The Ridge At Gig Harbor.

Proposed Council Action: Approve the proposed naming of Harbor Hill Loop, Cedar Court, Amber Court, Ash Lane, Kinglet Lane, Honeysuckle Lane, and Lark Lane for the 120 –lot, single family development in the plat of The Ridge at Gig Harbor, located at Harbor Hill Drive and Borgen Boulevard. This plat is not within the Historical Names Area.

Dept. Origin: Building/Fire Safety

Prepared by: Dick Bower
Building & Fire Safety Director

For Agenda of: March 24, 2008

Exhibits: Letter from applicant dated February 5, 2008, Site plan of development

	Initial & Date
Concurred by Mayor:	<u>CLH 3/18/08</u>
Approved by City Administrator:	<u>RBK 3/17/08</u>
Approved as to form by City Atty:	<u>Am 3/17/08</u>
Approved by Finance Director:	_____
Approved by Department Head:	<u>DB</u>

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

INFORMATION / BACKGROUND

Matthew A. Ruettgers, PLS, PacWest Engineering, PC, has requested the naming of the streets in the plat of The Ridge at Gig Harbor, a 120-lot development, located at Harbor Hill Drive and Borgen Boulevard. This plat is not within the Historical Names Area. The street designated as loop is consistent with GHMC 12.12.030.G. Loops shall be small loop-type streets to carry the name of the street from which they originate. Streets designated as courts are consistent with GHMC 12.12.030.F. Courts shall be permanently closed avenues which run easterly-westerly, such as a cul-de-sac. Streets designated as lanes are consistent with GHMC 12.12.030.H. Lanes or other street names with (PVT) designation shall be private roads. Request for comments were sent to local agencies and departments, and no comments were received.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

None

RECOMMENDATION / MOTION

Make a motion to approve the proposed naming of streets in the plat of The Ridge of Gig Harbor, located at Harbor Hill Drive and Borgen Boulevard, to be named Harbor Hill Loop, Cedar Court, Amber Court, Kinglet Lane, Honeysuckle Lane, Lark Lane, and Ash Lane, as shown on the attached plat map.



February 5, 2008

Mary Doers
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

RE: Final Plat of The Ridge at Gig Harbor Estates, Street Name Approval Request.

Dear Ms Doers:

This letter is to serve as a formal request for street name approval in association with the aforementioned final plat. Please find attached with this letter the \$50.00 application fee and exhibit reflecting the proposed naming scheme.

If you should require any additional information to process this request, please contact me at 253.926.3400 x 434 or by email at mattr@pacweste.com.

Thank you,

A handwritten signature in blue ink, which appears to read "Matthew A. Ruetters", is positioned below the "Thank you," text. The signature is fluid and cursive.

Matthew A. Ruetters, PLS

CC: File
Quadrant Homes
United Western Development



PLAT OF THE RIDGE AT GIG HARBOR
 A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30
 TOWNSHIP 22 NORTH, RANGE 2 EAST, MILLAMETTE MERIDIAN
 CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON



PUBLIC STREET NAMES:
 HARBOR HILL LOOP
 CEDAR COURT
 AMBER COURT

PRIVATE STREET NAMES:
 ASH LANE
 KINGLET LANE
 HONEYSUCKLE LANE
 LARK LANE

PacWest Engineering, LLC
 5009 PACIFIC HWY E, UNIT 9-0
 F1C, WA 98424
 Home (253) 946-3400
 Fax (253) 946-3402



THE RIDGE AT GIG HARBOR
 PREPARED FOR:
 UNITED WESTERN DEVELOPMENT, INC.

STREET NAMING EXHIBIT

DATE	BY	PROJECT
APPROVED	WA	04-203
CHECKED	WA	
DRAWN	M.L.	
DATE		
REVISION		

SHEET	1 OF 1
DWG	STAMPELINGS

NO. DATE REVISION BY / APP



Subject: Street naming Ancich Court, a private street. This street is in the Historical Names Area.

Proposed Council Action: Approve the proposed naming of Ancich Court, a private street. The private street is in the Sutherland Plat, formerly known as the Haub Plat, a 12-lot subdivision, located at Woodworth Avenue between Vernhardson Street and Benson Street.

Dept. Origin: Building/Fire Safety

Prepared by: Dick Bower
Building/Fire Safety Director

For Agenda of: March 24, 2008

Exhibits: Letter from applicant, dated February 1, 2008, Site Plan of subdivision

Initial & Date

Concurred by Mayor:

CLH 3/18/08

Approved by City Administrator:

POK 3/17/08

Approved as to form by City Atty:

CAM 3/17/08

Approved by Finance Director:

Approved by Department Head:

DB

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

INFORMATION / BACKGROUND

GHMC 12.12.030 provides for council approval of all proposed street names within the City limits. Section K states "All proposed names within the "historical name area" as designated on the official map shall come from a list submitted by the Gig Harbor Historical Society or from other lists as approved by the Gig Harbor city council." Section F. further states that the designation of "Court" shall be permanently closed streets which run easterly -westerly, such as a cul-de-sac.

Paul Cyr, Senior Planner, Barghausen Consulting Engineers, Inc. has made a request on behalf of J. Scott Construction, Inc., new owners of Sutherland Plat, formerly known as Haub Plat, to name the new private street in that plat, Ancich Court. The Sutherland Plat, formerly Haub Plat, is in the Historic Names Area. Request for comments were sent to local agencies and departments. Response from the Gig Harbor Peninsula Historical Society stated "no objection to the request". No further response was received regarding street naming.

FISCAL CONSIDERATION

No fiscal note is attached to this action.

BOARD OR COMMITTEE RECOMMENDATION

The GH Historical Society has "no objection to this request". No other board/committee review has been provided.

RECOMMENDATION / MOTION

Make a motion to approve the proposed naming of a new private street, Ancich Court, located in Sutherland Plat, at Woodworth Avenue between Vernhardson Street and Benson Street, as shown on the attached plat map.



CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES

RECEIVED
CITY OF GIG HARBOR
Consent Agenda - 10
FEB 01 2008

February 1, 2008

RECEIVED
COMMUNITY DEVELOPMENT
CITY OF GIG HARBOR
~~JAN 31 2008~~

COMMUNITY DEVELOPMENT

City of Gig Harbor
Department of Community Development
3510 Grandview Street
Gig Harbor, WA 98335

RE: New Private Road Name Request for Approved Haub Plat/PDD
Our Job No. 11450

In accordance with the Historical Street Names Priority List provided to the City by the Gig Harbor Peninsula Historical Society, Barghausen Consulting Engineers, Inc., on behalf of J. Scott Construction, Inc., the new owners of the approved plat located at 4102 Sutherland Street, Gig Harbor, Washington, requests the historical name of "Ancich" to be assigned to the new private road cul-de-sac that will serve this 12-lot subdivision.

Since J. Scott Construction, Inc., will be changing the name of the Preliminary Plat/PDD from "Haub" (the previous owners) to "Sutherland Court" at Final Plat submission, we request that the new private road be designated "Ancich Court".

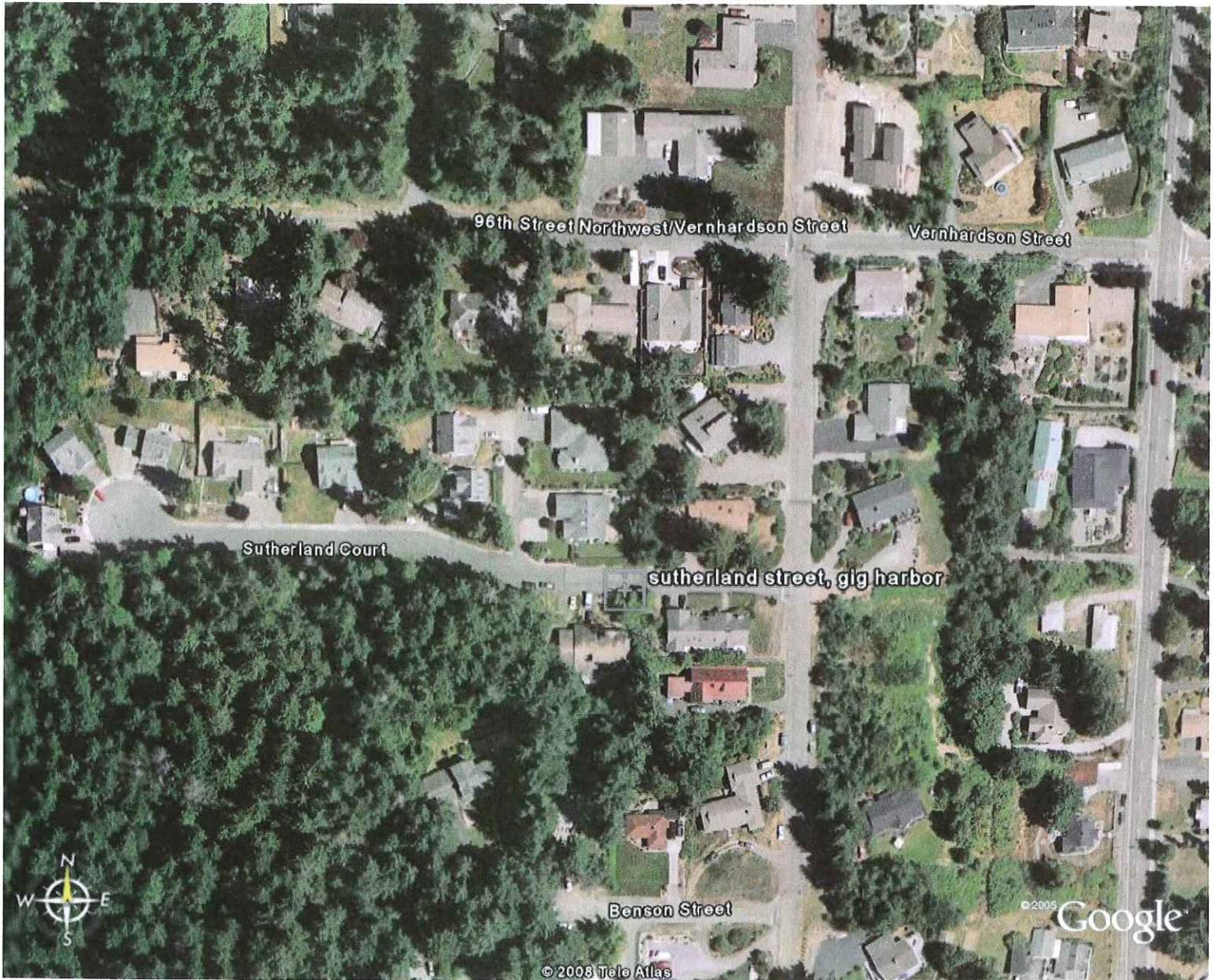
Enclosed is a check to cover our formal request for this road designation. Please let us know when the City and the Gig Harbor Peninsula Historical Society will act on our request so that we may be present at the meeting to answer any questions that may arise. Thank you.

Sincerely,

Paul Cyr
Senior Planner

PC/tep
11450c.010.doc
enc: As Noted
cc: Rick Neumann, J. Scott Construction, Inc.

OK # 28683 - 50





Subject: Water Rights (CWP-0807) Legal Services Agreement – Tom Mortimer, Esq.

Proposed Council Action: Authorize the award and execution of a legal services agreement with Law Office of T. D. Mortimer for legal assistance related to the acquisition of additional water rights for the City.

Dept. Origin: Engineering Division

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

For Agenda of: March 24, 2008

Exhibits: Agreement for Attorney Services, Scope and Fee

Initial & Date

Concurred by Mayor:

Approved by City Administrator: POK 3/20/08

Approved as to form by City Atty:

Approved by Finance Director: OP 3/20/08

Approved by Department Head: [Signature]

Expenditure	Amount	Appropriation
Required \$61,500.00	Budgeted \$40,000.00	Required \$21,500.00

INFORMATION / BACKGROUND

To meet the future water demands of the City's water system, the 2008 City budget includes two items for two new water sources. One budget item is for the construction of a new well based on a recommendation for the City's consultants to maximize the City's existing water rights. The other budget item is for the permitting and design for a new well in the Gig Harbor North Area adjacent to the new Gig Harbor North standpipe. However, the City must obtain additional water rights prior to producing water from the proposed Gig Harbor North well.

In preparation for the needs for future water rights the City submitted an application for additional water rights to the Washington State Department of Ecology in August 2000. As of today, the City water rights application is supposedly second in line for processing. With the legal assistance from Tom Mortimer the City hopes to resolve the regulatory, technical, and legal issues surrounding the processing and issuance of the City's water rights application.

Please note that Mr. Mortimer has requested a revision to Section 9 of the City's standard Agreement for Attorney Services. Mr. Mortimer's professional liability insurance, errors and omissions, has a limit of \$500,000 per occurrence rather than the City's requirement of \$1,000,000.

FISCAL CONSIDERATION

The 2008 Water Capital Fund has allocated \$40,000 for this project under Objective No. 5. However, sufficient funds exist within the operating water account to fund this expenditure.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the award and execution of a legal services agreement with Law Office of T. D. Mortimer for legal assistance related to the acquisition of additional water rights for the City.

AGREEMENT FOR ATTORNEY SERVICES

THIS AGREEMENT, effective March __, 2008, by and between the Law Office of T.D. Mortimer. (hereinafter the "Attorney") and the City of Gig Harbor, Washington (hereinafter the "City").

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

Section 2. Scope of Service. Attorney agrees to provide legal services, as requested by the City Council in connection with water rights permitting and processing assistance, as further described in Attachment "A". In the event of any conflict between the language in Attachment A and this Agreement, the language in this Agreement shall control.

Section 3. Compensation. The City hereby agrees to pay Attorney for legal services for the work described in Attachment A at the rate of Two Hundred Five Dollars (\$205.00) per hour, up to a not-to-exceed amount of **\$27,500**. Attorney agrees to use every appropriate method to contain his fees on these matters.

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

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

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

Section 5. Billings. Attorney shall submit to the Gig Harbor Finance Director monthly bills for the assigned matter describing the legal services provided during the previous month. Attorney shall not bill for duplicate services performed by more than one person or for services to correct Attorney errors or oversights. Attorney shall bill for only one participant in a conference or consultation between members of Attorney's firm.

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

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

The Attorney 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 Attorney 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.

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

Attorney shall provide copies of all e-mails, pleadings, motions, discovery, correspondence, and other documents prepared by the Attorney, including research memoranda, or received by the Attorney unless they have been otherwise provided to the City. Attorney will communicate primarily with Carol Morris, City Attorney, on legal issues and Jeff Langhelm on issues relating to technical issues.

Section 7. Duration. This Agreement shall be effective until December 31, 2008. After this point, the parties must negotiate another agreement or amendment to this agreement.

Section 8. Non-Assignment. The parties recognize hereto that a substantial inducement to the City for entering into this Agreement was, and is, the professional

reputation and competence of the Attorney. Neither this Agreement nor any interest therein may be assigned by Attorney without the prior written approval of the City.

Section 9. Insurance. The Attorney shall maintain professional malpractice insurance during the life of this Agreement, as required below. Each insurance policy shall be written on an "occurrence" form. The Attorney shall maintain limits no less than: Professional Liability Insurance, Errors and Omissions: \$500,000 single occurrence, \$1,000,000 aggregate limit.

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

Section 10. Hold Harmless and Indemnification. The Attorney agrees to indemnify, hold harmless and defend the City, its elected and appointed officials, employees and agents from and against any and all claims, judgments or awards of damages, arising out of or resulting from the negligent acts, errors or omissions of the Attorney. This section shall survive termination of this Agreement.

Section 11. Licenses. Attorney warrants that he is a member in good standing with the Washington State Bar, and that any license or licenses that are required in order to perform the legal services under this Agreement have been obtained and are valid.

Section 12. Termination. This Agreement may be terminated by either party upon written notice with or without cause. In the event of termination, the Attorney shall be entitled to compensation as provided for in this Agreement, for services performed satisfactorily to the effective date of termination; provided, however, that the City may condition payment of such compensation upon Attorney's delivery to the City of any and all documents, photographs, computer software, video and audio tapes, and other materials provided to Attorney or prepared by or for Attorney or the City in connection with this Agreement.

Section 13. Notices. Notices required under this Agreement shall be personally delivered or mailed, postage prepaid, as follows:

Attorney: Tom Mortimer
Law Office of Tom Mortimer
1325 - 4th Avenue, Suite 940
Seattle, WA 98901

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

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

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

Section 14. Ownership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Attorney pursuant to this Agreement shall be the property of the City at the moment of their completed preparation.

Section 15. Conflict of Interest. Attorney warrants and covenants that Attorney presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local or federal law or any rule of professional conduct. In the event that any conflict of interest should nevertheless hereinafter arise, Attorney shall promptly notify the City of the existence of such conflict of interest.

Section 16. Time is of the Essence. Attorney agrees to diligently prosecute the services to be provided under this Agreement to completion and in accordance with any schedules specified herein. In the performance of this Agreement, time is of the essence.

Section 17. Confidentiality. Attorney agrees to maintain in confidence and not disclose to any person, association, or business, without prior written consent of the City, any secret, confidential information, knowledge or data relating to the products, process or operation of the City and/or any of its departments and divisions. Attorney further agrees to maintain in confidence and not disclose to any person, association, or business any data, information or material developed or obtained by Attorney during the term of this Agreement. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.

Section 18. Amendments. This Agreement is not subject to modification or amendment, except by a written authorization executed by both the Attorney and the duly authorized representative of the City, which written authorization shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

Section 19. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

Section 20. Severability. Should any part of this Agreement be declared by a final decision of a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

Section 21. Controlling Law. The laws of the State of Washington shall govern this Agreement and all matters relating to it.

Section 22. Whole Agreement. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

Section 23. Disputes. In the event that the parties are unable to resolve any dispute regarding the performance of the legal services or this Agreement, any litigation brought to enforce the terms of this Agreement shall be filed in King County Superior Court. The prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

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

By Thomas D. Mortimer
Thomas D. Mortimer, Attorney

Dated: Mar 20, 2002

THE CITY OF GIG HARBOR

By _____
Mayor Charles L. Hunter

Dated: _____

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

LAW OFFICES
THOMAS D. MORTIMER, JR.
940 PUGET SOUND PLAZA
1325 FOURTH AVENUE
SEATTLE, WASHINGTON 98101
PHONE: (206) 447-9036
FAX: (206) 447-9105

March 19, 2008

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

RE: New Groundwater Right Project

Dear Mr. Langhelm:

Thank you for retaining my legal services to assist the City of Gig Harbor (City) secure a new, additive groundwater right to meet its future municipal water demand needs. This letter has been prepared to detail my scope of work and shall serve as our letter of agreement for attachment to the City's (amended) professional service contract.

I. Project Understanding:

The City of Gig Harbor (City) submitted an application for a new groundwater right approximately three (3) years ago to the Department of Ecology (Ecology) SWRO. Thus far, Ecology has taken no action on the application and has provided no affidavit of publication to the City. Further, it would appear that absent agreeing to pay for processing of the new application pursuant to Ecology's Cost Reimbursement Process, Ecology SWRO will take no action to advance the City's application. Should the application be advanced, its processing is likely to raise hydraulic continuity issues with fish-bearing streams and creeks in the area, and potentially trigger Puyallup Tribe interest and objections. Mortimer has been retained to address and resolve where possible, all regulatory, technical, and legal issues relating to the permitting of the new water right in a manner that meets the interests of the City.

II. Tasks/Scope of Work

- Review and analyze all existing/relevant documents, plans, groundwater/surface water studies, water rights, and legal authority/materials pertaining to the City of Gig Harbor's water rights, related ground/surface water sources, local environmental conditions, and other appropriate and instructive documents.

- Analyze all appropriate information and advise the City of Gig Harbor of the legal status of the existing/acquired water rights. Advise appropriate City officials of potential regulatory issues and processes (Ecology), additional technical/study requirements, potential legal risks, and recommended regulatory/technical strategy.
- Recommend technical consultants and/or technical studies necessary to support the new application. Meet and/or communicate as necessary with City of Gig Harbor consultants regarding project issues, studies, technical information, and other issues related to the new additive water right application.
- Analyze/prepare water right development (and mitigation) strateg(ies) to address project-based hydraulic, hydrogeologic, and fishery issues that arise pursuant to technical studies, Ecology comments, Tribal comments, and other sources.
- Advise City officials regarding the scope of work, costs, and implementation of the Ecology Cost Reimbursement Process (CR). Assist the City define and negotiate an acceptable CR scope of work and cost agreement with Ecology.
- Consult with and coordinate with City hydrogeology firm (Robinson, Noble, Saltbush) to develop necessary hydrogeologic analysis to support the new application, assess impacts on surface water systems, the proposed scope of the Cost Reimbursement study area (re: processing of senior applications/changes), and provide peer review/comment on Ecology CR contractor work product(s).
- Prepare application cover letter to Ecology SWRO re: the City intentions and approach to proceed with new additive right application, and to negotiate scope/costs of the CR process. Provide/discuss all appropriate information to advance the application.
- Attend meetings/participate in conference calls with City of Gig Harbor officials as appropriate to discuss project issues, reports, strategy, and regulatory actions/issues/conditions.
- Represent the City of Gig Harbor as appropriate and/or as directed in meetings and/or communications with Ecology, WA. State Dept. of Health, Puyallup Tribe, and other regulatory agencies and local jurisdictions. Directly communicate as appropriate with regulatory agencies regarding application issues and processing.
- Negotiate to the extent possible with Ecology, the terms of the final report of examination (ROE) and permit for the new application. Review and edit draft ROEs from Ecology – consult with City/consultants re: agreement re: final permit text.
- Assist the City of Gig Harbor under other tasks as allowed by budget and expressly directed by the City of Gig Harbor.

Note: This scope of work and budget does not include tasks and costs regarding the potential litigation of an appealed and/or denied water right application.

III. Project Timeline

Mortimer estimates that the timeline to complete project tasks, assuming Ecology will mandate use of the Cost Reimbursement process, will require approximately 2.5 - 3 years to complete.


Factors affecting the project timeline may include Department of Ecology responsiveness, Gig Harbor Consultant technical product development, Cost Reimbursement contractor performance, Tribal intervention and issues, and negotiations with stakeholders/Ecology re: project issues, mitigation, and efforts, consultants, and other

V. Project Budget

Based on the limited Gig Harbor project information available, and comparable project experience over the estimated 2.5 -3 year project term, Mortimer estimates a total project budget of \$61,500.

Thank you for retaining me to assist in this very important project. I look forward to working with you. If you have any questions or comments, please do not hesitate to contact me at (206) 447-9036 or mortwater@earthlink.net.

Sincerely,



Thomas D. Mortimer Jr.
Attorney at Law



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

Subject: Purchase Authorization for Streetlights.

Proposed Council Action: Authorize purchase of streetlights for installation along Erickson Street and Peacock Hill Avenue from TriArc Electric Supply for their price quotation of Thirty-Six Thousand Four Hundred Forty-Eight Dollars (\$36,448.00), Including tax.

Dept. Origin: Public Works - Operations

Prepared by: Marco Malich *Marco Malich*
Interim Director of Operations

For Agenda of: March 24, 2008

Exhibits: Price Quotation

Initial & Date

Concurred by Mayor: CLH 3/19/08
Approved by City Administrator: RSK 3/19/08
Approved as to form by City Atty: N/A
Approved by Finance Director: QR 3/19/08
Approved by Department Head: mm

Expenditure	Amount	Appropriation
Required \$36,448.00	Budgeted \$55,000	Required \$0

INFORMATION / BACKGROUND

Two identified Street Objectives in the 2008 Budget were for the purchase of architectural streetlights for installation along Erickson Street and Peacock Hill Avenue. Price quotations for eleven street lights (delivered) were obtained following the process outlined in RCW 35.23.352 for the purchase of materials. The following bids were received:

- TriArc Electric Supply \$36,448.00 (including sales tax)
- Tacoma Electric Supply Inc. \$37,100.80 (including sales tax)
- Wesco Distribution Inc. \$39,667.39 (including sales tax)

Work is expected to begin following delivery of the material in late May.

FISCAL CONSIDERATION

The material cost is within the \$55,000 that was anticipated in the adopted 2008 budget and as identified under Street Operating, Objective No. 3 and Street Capital Fund, Objective No. 12. City crews will install the streetlights.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: : Authorize purchase of streetlights for installation along Erickson Street and Peacock Hill Avenue from TriArc Electric Supply for their price quotation of Thirty-Six Thousand Four Hundred Forty-Eight Dollars (\$36,448.00), including tax.

**AGREEMENT FOR PURCHASING MATERIALS
BETWEEN CITY OF GIG HARBOR
AND TRIARC ELECTRIC SUPPLY**

THIS AGREEMENT, is made this 18th day of March, 2008, by and between the City of Gig Harbor (hereinafter the "City"), and TriArc, an Electric Supply corporation, located and doing business at 13028 Interurban Ave., S. – Suite 108, Tukwila, WA 98168-4660 (hereinafter "Vendor").

WHEREAS, the City desires to purchase decorative streetlights from the Vendor, as described in Exhibit A and the Vendor agrees to sell and/or deliver such items under the terms set forth in this Agreement; and

WHEREAS, in the process of selection of the Vendor and award of this contract, the City has utilized the procedures in RCW 39.04.190, 35A.40.210(2) and 35.23.352 and Resolution No. 593;

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

I. Description of Materials, Supplies, Tools or other items.

The Vendor shall sell, provide purchase of architectural streetlights (LUMEC) to be installed along Erickson Street and Peacock Hill Avenue, and/or deliver all materials, supplies, tools or other items to the City, as described in Exhibit A, which is attached hereto and incorporated herein by this reference,

II. Payment.

A. The City shall pay the Vendor the total sum of Thirty-Six Thousand, Four Hundred & Forty-Eight dollars (\$36,448), including sales tax, for the streetlights described in Section 1 and Exhibit A herein. This is the maximum amount to be paid under this Agreement, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed contract amendment.

B. After delivery of the materials, supplies, tools or other items, the City shall inspect the same, and if acceptable, shall pay the Vendor the full amount of the invoice corresponding to this Agreement. If the materials, supplies, tools or other items are not acceptable to the City for any reason or are delivered in a damaged or unusable condition, the City shall not be obligated to accept delivery or to make any payment.

III. Deadline for Delivery.

The City and the Vendor agree that the streetlights described in Exhibit A will be delivered to The City of Gig Harbor, Public Works Facility, 5118 89th St. NW, Gig Harbor, WA by the Vendor on or before May 30, 2008.

IV. Termination.

Either party shall have the ability to terminate this Agreement no later than 30 days prior to the delivery date, as long as written notice of termination is faxed or e-mailed to the other party at the addresses set forth in this Agreement.

V. Insurance.

The Vendor shall procure and maintain until delivery AND acceptance of the materials, supplies, tools or equipment by the City insurance to cover any damage to the same prior to delivery to the City at the location specified by the City. The Vendor shall assume all liability relating to such damage or loss until acceptance by the City.

VI. Warranty.

LUMEC PRODUCT AND SURFACE FINISH WARRANTY

LUMEC warrants to its Customer only that its products shall be free from defects in material and workmanship (excluding ballasts and photoelectric controls, see below) for a period of one (1) year from the date of shipment. Subject to the "Surface Finish Warranty Limitations" below, LUMEC warrants the visible painted surfaces of its products, as finally assembled at site, shall remain free from discoloration, loss of gloss retention, corrosion and lack of adhesion, for a period of five (5) years from date of shipment. In order for a valid warranty claim to be honored, a detailed description of any defect(s) covered by this warranty must be given within the warranty period to LUMEC in writing. If LUMEC determines that the warranty claim is valid and that a defect exists, Lumec, at its sole option, will either refund the purchase price originally paid for the subject product or will repair or replace the defective part or product at LUMEC's cost, such repair to occur either onsite or, at LUMEC's option, at its factory (should a factory repair be required, product to be removed at Customer's cost and returned to Lumec freight prepaid). The remedy chosen at LUMEC's option shall be Customer's sole and exclusive remedy under this warranty. In no event will Lumec be responsible or liable for any labor costs at site for the removal or replacement of defective products or materials, except for that portion of the cost to repair at site, which Lumec alone determines to undertake hereunder at site (if any). In no event will Lumec ever be liable to Customer or to any other party for any expenses, losses or damages beyond the original cost of the subject product. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND LUMEC DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LUMEC SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND LUMEC'S LIABILITY, BEING LIMITED TO REPAIR OR REPLACEMENT AS SET FORTH, NOT TO EXCEED THE ORIGINAL PRICE PAID FOR THE SUBJECT**

LUMEC PRODUCT. BALLASTS AND PHOTOELECTRIC CONTROLS MAY BE COVERED BY SEPARATE WARRANTY FROM THE MANUFACTURER OF SUCH PRODUCTS, BUT LUMEC SELLS THESE ITEMS CONTAINED WITHIN ITS PRODUCTS "AS IS." LUMEC ACCEPTS NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO. If Customer has a potential ballast or photoelectric control problem, please consult the Lumec web site for information on how to assert a claim against the manufacturer of the subject ballast(s) or photoelectric control(s).

SURFACE FINISH WARRANTY LIMITATIONS. Whether the surface finish of a product is defective within the warranty period with respect to "discoloration," "gloss retention" or "corrosion and lack of adhesion" shall be determined as follows:

Discoloration

Discoloration in excess of 5 ΔE units (CIE 1976 CIELAB) as measured using procedure ASTM D 2244, latest revision, comparing an unexposed sample to an exposed surface after removal of dirt and chalk.

Gloss retention

A minimum of 30 % gloss retention as measured using procedure ASTM D 523, latest revision, comparing an unexposed sample to an exposed surface after removal of dirt and chalk.

Corrosion and lack of adhesion

Corrosion and lack of adhesion in excess of Rust Grade 5, as measured using procedure ASTM D 610, latest revision, based on the complete product assembly. For the purpose of this warranty, this procedure applies to both aluminium and steel.

Not covered by this warranty:

Surface finish on replacement parts not supplied by Lumec.

Damages caused by improper use, negligence, accident, foreign material attached to the equipment and damages resulting from poor installation.

Corrosion, flaking or discoloration caused by environmental drops and / or acts of God such as hail, storm, acid rain, tree sap, water immersion or airborne materials.

Any **metallic color surface finish** is covered by a one-year warranty only unless a LUMEC clear coating has been specified, in which event the five (5) year warranty shall apply.

VII. Entire Agreement

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

VIII. 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 Vendor.

IX. Assignment

Any assignment of this Agreement by the Vendor without the written consent of the City shall be void.

X. Written Notice

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

Vendor: TriArc Electric Supply
Attn: Willie Baxter
13028 Interurban Ave. S.
Suite 108
Tukwila, WA 98168-4660
(206) 431-1234
(206) 431-7806 (fax)

City of Gig Harbor:
Attn: Marco Malich
Interim Director of Operations
3510 Grandview Street
Gig Harbor, WA 98335

XI. 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.

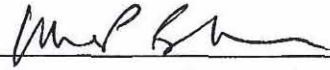
XII. Resolution of Disputes

Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Administrator, and the City Administrator shall determine the term or provisions' true intent or meaning.

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

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

TRIARC ELECTRIC SUPPLY

By: 
Its SALES PERSON

THE CITY OF GIG HARBOR

By: _____
Its Mayor

Notices should be sent to:

City of Gig Harbor
Attn: Marco Malich
Interim Director of Operations
3510 Grandview Street
Gig Harbor, Washington 98335

Approved as to form:

By: _____
City Attorney

Attest:

By: _____
Molly M. Towslee, City Clerk

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

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

DATED: _____

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

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

I certify that I know or have satisfactory evidence that William T Baxter 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 Salesperson of TriArc Electric Supply to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: March 19th, 2008

Jennifer Martin
Notary Public in and for the
State of Washington,

Residing at Port Orchard, WA
My appointment expires May 14, 2008





13028 Interurban Ave. S. - Suite 108
Tukwila, WA 98168-4660
Ph. (206) 431-1234 Fax (206) 431-7806

Project Quotation

Quote #: 8072D-8685

Job Name: GIG HARBOR - ERICKSON ST-PEACOCK HILL

Bid Date: 3/13/2008

Page 1

Quoted To

GIG HARBOR - CITY OF
3510 GRANDVIEW ST.

GIG HARBOR WA 98335
Phone: 253-851-6170 Fax: 253-853-7597

Quoted By: WILLIE BAXTER

Addn #:

Rev. #:

Rev. Date:

Terms: Stems, chain hangers, canopies, plaster frames or ceiling spacers are not included unless specifically mentioned. Standard finishes and/or stem lengths apply unless otherwise indicated. Prices are firm for 30 days from quote. Void if deviated. Prices are F.O.B. shippoint, freight allowed to jobsite noted, unloading by others.



13028 Interurban Ave. S. - Suite 108
 Tukwila, WA 98168-4660
 Ph. (206) 431-1234 Fax (206) 431-7806

Project Quotation

Quote #: 8072D-8685

Job Name: GIG HARBOR - ERICKSON ST-PEACOCK HILL

Bid Date: 3/13/2008

Quoted To GIG HARBOR - CITY OF

Quoted By: WILLIE BAXTER

Page 2

Item	Type	Qty	Manufacturer	c/o	Catalog #	Volts	Mtg	#	Lamp Catalog #	Price	Extension	Notes
1		10	LUMEC	(1)	DMS50-175PSMH-SG3-240V-MM1A-GN6TX-LMS35379	240V	MHO	0				
2		10	LUMEC	(1)	AM8U-15-BAS22-GN6TX-LMS35379			0				
3		1	LUMEC	(1)	TR20-250PSMH-SCB3M-240V-GN6TX-LMS19650A	240V	MHO	0				
4		1	LUMEC	(1)	TN12-1A-GN6TX-LMS195650A			0				
5		1	LUMEC	(1)	SSM8V-30-BAS22-GN6TX-LMS19650A			0				
6		1	LUMEC	(1)	BREAKAWAY COUP KIT W/COVER GN6TX-LMS19650A			0				

Project Total 33,500.00

All Items on this quotation are subject to the terms listed on page 1.



Subject: East Storage Tank Repainting Project – Krazan & Associates, Inc.

Proposed Council Action: Approve and execute the Consultant Services Contract for the not-to-exceed amount of \$1,165.00.

Dept. Origin: Engineering Division

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

For Agenda of: March 24, 2008

Exhibits: Consultant Services Contract

Initial & Date

Concurred by Mayor:

CLH 3/19/08

Approved by City Administrator:

PK 3/18/08

Approved as to form by City Atty:

CAM 3/18/08

Approved by Finance Director:

JK 3/19/08

Approved by Department Head:

SM

Expenditure	Amount	Appropriation	
Required \$1,165.00	Budgeted \$200,000	Required	0

INFORMATION / BACKGROUND

The repainting of the Well 2 Storage Tank requires highly specialized inspection services to ensure that the sandblasted tank surface and the application of the epoxy coatings are applied in compliance with the project specifications. Currently, it is unknown whether the tank paint contains lead. In order to ensure accurate bid results, it is essential the City perform the lead testing, and provides the results to all bidders prior to submittal of their bids.

After reviewing the Consultant Services Roster, the firm of Krazan & Associates, Inc. was selected as the most qualified to perform the work. Their selection was based on their understanding of the work, past City performance and extensive specialized tank testing experience and personnel.

FISCAL CONSIDERATION

This project was identified in the adopted 2008 Water Capital Budget with \$200,000 allocated to this water tank and the Skansie water tank. Adequate funds exist in the adopted 2008 budget to perform the work.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Approve and execute the Consultant Services Contract with Krazan & Associates, Inc. for testing services related to the Well 2 Storage Tank Repainting Project in an amount not to exceed one thousand one hundred sixty-five dollars and zero cents (\$1,165.00).

**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 Well 2 Storage Tank Repainting Project and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated March 11, 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 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 One Thousand One Hundred and Sixty-Five Dollars and zero Cents (\$1,165.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit A – Scope of Work and 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 May 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:
Attn: Jennifer Doyle
Krazan and Associates, Inc.
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

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


XVIII. Modification

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

XIX. Entire Agreement

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

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

CONSULTANT
By: 
Its Principal

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:
CONSULTANT:
Attn: Jennifer Doyle
Krazan and Associates, Inc.
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)
COUNTY OF Kirkland) ss.

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

Dated: 3-14-08

Michelle Sheldon

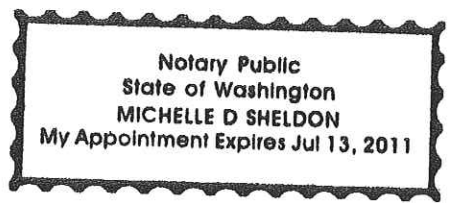
Michelle Sheldon

(print or type name)

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

Port Orchard, WA

My Commission expires: 7-13-2011



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: _____

**Krazan & ASSOCIATES, INC.****Consent Agenda - 13**

GEOTECHNICAL ENGINEERING • ENVIRONMENTAL ENGINEERING
CONSTRUCTION TESTING & INSPECTION
FORENSIC INVESTIGATION

March 11, 2008

E08-W015

CITY OF GIG HARBOR

Mr. Jeff Olsen
3510 Grandview Street
Gig Harbor, WA 98335
(253) 255-8233 – phone
(253) 853-7597 – fax

Re: **LEAD IN PAINT ASSESSMENT**
Water Tower, Specific Location TBD
Gig Harbor, WA 98335

Dear Mr. Olsen:

Krazan & Associates, Inc. (Krazan) is pleased to present this proposal to the City of Gig Harbor (Gig Harbor) for a Lead in Paint Assessment in support of the proposed renovation at the above referenced location.

SITE AND PROJECT DESCRIPTION

Krazan understands that the structure was painted in the 1970's and will be striped to metal and repainted. Prior to repainting, the property owner would like to have a hazardous materials survey performed at the site.

Current federal, state and local regulations require that property owners, prior to renovation and/or demolition work on existing properties, conduct surveys to locate and identify hazardous or potentially hazardous materials. The findings of such surveys are required to be made available to contractors and subcontractors providing services. Additional codes, standards, and regulations dictate the handling of those hazardous materials identified during the survey. The proper identification and assessment of such materials also facilitate the development of plans and technical specifications that minimize the potential liabilities of owners and contractors.

LEAD-BASED PAINT SURVEY

Krazan proposes to conduct a lead-based paint (LBP) survey to identify suspect LBP which may be impacted during the proposed renovation project. Krazan anticipates that the LBP survey will include sampling exterior painted surfaces with distinct painting histories.

Krazan proposes to collect and analyze paint-chip samples for lead content. At the completion of the site survey and upon review of laboratory analytical data, Krazan will prepare a written report summarizing

findings, conclusions, and recommendations. This narrative report will address the controlling federal, state and local regulatory requirements. This survey will be conducted by an AHERA Building Inspector experienced in LBP sampling techniques and under the direct supervision of a Certified Hazardous Materials Manager (CHMM).

COST AND TIME ESTIMATE

These proposed fee estimates are based on our current understanding of the proposed work, and written and verbal descriptions of the proposed scope as provided by Gig Harbor, and the anticipated level of effort that past experience has shown to be necessary for hazardous materials survey projects that are similar in scope. Estimated costs for professional services and sample analysis associated with the proposed tasks are summarized below:

GIG HARBOR WATER TOWER LEAD IN PAINT SURVEY – COST ESTIMATE

Field Time/Sample Collection / Travel	\$460.00
Analytical: Lead Based Paint Samples (4 samples @ \$25/sample)	\$100.00
Project Management / Review	\$150.00
Report Preparation (includes CAD, color photos, and word processing)	<u>\$455.00</u>

TOTAL PROJECT NOT-TO-EXCEED ESTIMATE..... \$1,165.00

This fee estimate for the work identified above is based upon estimated labor and analytical expenses required completing the scope of work described herein. Actual project costs may vary from project to project and Krazan reserves the right, with prior approval by Gig Harbor, to adjust the proposed service fees for significant changes in the level of effort that may be required to complete the designated tasks. The collection and analysis of additional LBP samples, as dictated by regulations, will be invoiced at a cost of \$27.00 each. The LBP survey, sample analysis, and written report can typically be completed within ten (10) workdays following your authorization to proceed. Krazan assumes that CAD drawings will be provided by Gig Harbor to be edited to show sample locations. Color photos will be included as necessary to assist in the identification of materials; photographs may not be provided for each material identified.

Krazan anticipates that the hazardous materials survey will be prepared and submitted under one cover. In addition, Krazan understands that access to the subject site will be arranged by Gig Harbor, and that the charges listed above assume that only one trip to the subject site is required.

The proposed services and associated fees of this proposal do not include costs associated with hazard abatement project design, construction/demolition project contract document preparation, hazard abatement project management, and air monitoring services normally required on construction/demolition projects involving hazardous materials. If required, Krazan would be happy to provide a proposal for these additional services at your request.

Consent Agenda - 13

KRA NO: E08-W013
March 10, 2008

Page No. 3

Krazan understands that the City of Gig Harbor will provide us with their standard subcontract agreement for the work described herein. Krazan appreciates the opportunity to present this fee proposal. Our services may be authorized by having an appropriate representative sign and return one copy to us. Signing the authorization below does not imply that Gig Harbor agrees to terms and conditions other than those stated by their subcontract agreement. As previously stated, you may append one copy to your standard sub-consultant agreement or purchase order. Please understand that the authorizing organization assumes ultimate responsibility for payment of services provided. If you have any questions regarding this proposal or need additional information, please do not hesitate to contact the undersigned at (425) 485-5519.

Sincerely,

Krazan & Associates, Inc



Matthew Glennon
AHERA Certified Building Inspector



Jeff Olsen
Gig Harbor

MG/JDS/mg



Subject: Wastewater Treatment Plant Expansion Project (CSSP-0702)
Consultant Services Contract – Parametrix, Inc.

Proposed Council Action: Recommend that Council authorize the award and execution of the Consultant Services Contract to Parametrix, Inc. for the not-to-exceed amount of \$185,090.

Dept. Origin: Engineering Division
Prepared by: Stephen Misiurak, P.E. City Engineer
For Agenda of: March 24, 2008
Exhibits: Consultant Services Contract

Initial & Date

Concurred by Mayor: _____
Approved by City Administrator: PMK 3/19
Approved as to form by City Atty: _____
Approved by Finance Director: _____
Approved by Department Head: _____

Expenditure Required	\$185,090.00	Amount Budgeted	\$7,500,000	Appropriation Required	0
----------------------	--------------	-----------------	-------------	------------------------	---

INFORMATION / BACKGROUND

In response to a City Wide Statement of Qualifications (SOQ) advertisement for procurement of an experienced Owner’s Representative for the Wastewater Treatment Plant Expansion, the City received three responses from engineering firms familiar with the General Contractor/Construction Management (GC/CM) form of construction. The three firms each conducted a presentation before a City selection committee. After review of the material presented at the interview along with follow-up reference checks, it was the unanimous decision of the committee that Parametrix, Inc. was the most qualified firm for the services requested. Parametrix, Inc. will be providing services associated with assisting the City in obtaining Washington State approval with the GC/CM form of contractor procurement, design engineering review, and providing value engineering and cost estimating services to the City. Their scope of services is more fully detailed herein. The non selected firms were CDM and URS Corporation.

The GC/CM form of construction differs in the traditional form of design, bid, build in that under the GC/CM method of construction, the construction process consists of design, build. The bidding portion of the construction process is eliminated. The contractor is procured through a Request for Proposals (RFP) process, in which the parameters and specifics of the construction project are specified. In response to the RFQ advertisement, the City reviews the responses from the contractor and selects the most qualified contractor based on their ability to meet the quality parameters specified in the RFQ. In essence, the contractor is procured prior to completion of the final design documents and is selected based on qualifications and ability to perform. After selection, the City and Contractor then negotiate a Maximum Allowable Construction Cost (MACC) for the project.

The GC/CM procurement process does require the City obtain approval from the State of Washington as this is a new process of contractor procurement in Washington State. The City has made application with the State of Washington and is waiting for their final decision. If approved, the City would then in the very near future issue the RFQ for contractor procurement.

FISCAL CONSIDERATION

This project was anticipated for funding in the 2008 budget cycle.

Note that this contract is only for professional engineering services to be performed in 2008 and does not encompass construction management or inspection services for the treatment plant expansion. A future construction management services contract will be taken before Council in the future and approved to form by the City Attorney.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Recommend that Council authorize the award and execution of the Consultant Services Contract to Parametrix, Inc., for the not-to-exceed amount of \$185,090.00.

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Parametrix, a corporation organized under the laws of the State of Washington located and doing business at 4660 Kitsap Way, Suite A, Bremerton, WA 98312 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in WWTP Expansion and Improvements Professional Engineering Services and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated March 20, 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 One Hundred Eighty-Five Thousand, Ninety Dollars and zero Cents (\$185,090.00) 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 C – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit C** or bill at rates in excess of the hourly rates shown in **Exhibit C**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

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

V. Termination

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

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

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

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or

damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

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

CONSULTANT: Parametrix, Inc.
ATTN: John Burk, P.E.
4660 Kitsap Way, Suite A
Bremerton, WA 98312
(360) 377-0014, FAX (360) 479-5961

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

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

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

CONSULTANT
By:  _____
Its Principal

CITY OF GIG HARBOR
By: _____
Mayor

NOTICES TO BE SENT TO:

CONSULTANT: Parametrix, Inc.
ATTN: John Burk, P.E.
4660 Kitsap Way, Suite A
Bremerton, WA 98312
(360) 377-0014, FAX (360) 479-5961

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)
)
COUNTY OF Kitsap) ss.

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



Dated: March 18, 2008

Michelle Cartwright
D. Michelle Cartwright

(print or type name)

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

4660 Kitsap Way Ste A, Bremerton, WA

My Commission expires: 8/30/2011

98312

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

EXHIBIT A

SCOPE OF WORK

City of Gig Harbor

Wastewater Treatment Plant Improvements

OVERVIEW

The City of Gig Harbor (City) engaged Parametrix, Inc. (PMX) as project management consultants to lead the Wastewater Treatment Plant (WWTP) Upgrade project team for the design and selection of a General Contractor for construction improvements to the existing WWTP facility.

PARAMETRIX PROJECT APPROACH – PROJECT MANAGEMENT SERVICES

As the City's Project Manager, Parametrix will provide to the City the following scope of services:

PHASE 01 TASK 01 – PROJECT MANAGEMENT

Project Delivery Assessment

- Facilitate the City and Consultants through the GC/CM process
- Review the overall delivery schedule of the project to meet City goals, review scope of work of engineering consultants already working on the project
- Provide preliminary evaluation of the owner's schedule and budget constraints
- Attend progress meetings and provide recommendations
- Facilitate on-going schedule reviews and recommendations
- Assist the owner in identifying all required permits for the project
- Project risk assessment review and recommendations
- Evaluate project team responsibility chart and provide recommendations
- Assist owner with attendance at City council meetings

Design Phases

- Prepare and coordinate press releases and other community information materials, presentations and forms of communication regarding the project
- Review design documents during their development
- Provide recommendations on relative feasibility of construction methods
- Assist owner in developing bidders' interests
- Assist owner in reviewing and making appropriate recommendations on design and construction contracts and shall coordinate the contracting process
- Review the project schedules on a regular interval basis

- Provide recommendations regarding the assignment of responsibilities for temporary facilities, materials and services
- Assist and advise the owner in selecting, retaining, and coordinating the services of a general contractor prior to construction
- Review the overall project budget and cost reports on a regular interval basis
- Provide schedule, scope, and cost optimization recommendations
- Evaluate change order requests submitted by the design professionals
- Attend weekly design phase coordination meetings, issue minutes and identify action items
- Assist owner and coordinate design and construction teams during value engineering phases
- Assist owner with the permitting and permit procurement
- Assist owner with attendance at City council meetings

Bidding Services

- Evaluate bidding format, schedule and strategies
- Review final construction schedule and construction phase planning
- Attend pre-construction meetings
- Evaluate contract document addenda and scope exceptions/substitution requests
- Provide ongoing bidding process recommendations
- Assist owner with finalizing the construction contract and negotiations

SUBCONSULTANT

This scope of work covers the use of the Robinson Company for cost estimating, scheduling and financial analysis, if these services are necessary. The Robinson Company specializes in providing 3rd party review of cost estimates. The attached scope provides an overview of the capabilities of the Robinson Company.

EXPENSES

Expenses will include but are not limited to the list and rates below:

- Mileage \$0.505
- Copies \$0.05
- Plots \$1.00
- Fax \$1.00
- Color Prints \$5.00

Total expense amount appears on the attached Budget Summary. Mileage will be charged with the assumption all services provided from the Tacoma office for Tacoma based employees.

TASK 02 – CONTINGENCY

This task will only be used on an as-needed basis as required by the City. Parametrix has expert staff available, if the need arises, that can be used on a moments notice to provide technical review during design phase.

OVERALL PROJECT DELIVERABLES

Some but not all of the PMX deliverables are:

- The City will receive one full time equivalent (FTE) to fulfill project management to manage overall delivery of project from design to the start of construction
- Completed CPARB Application
- PRC Presentation for Project Approval on March 27, 2008
- Develop RFQ document for Selection of General Contractor (GC)
- Lead GC selection committee process
- Present selected GC at May Council Meeting for approval
- Represent the City of Gig Harbor at all times for all reasons
- Develop conflict resolution process
- Provide Compliance with RCW 39.10
- MACC negotiations
- Project and Owner meeting facilitation
- Public meetings participation
- GC training and education – as required
- GC contract development and contract management in collaboration with the City Attorney
- Design review
- Design cost estimate review

CONSTRUCTION SERVICES – NOT INCLUDED IN THIS SCOPE OF WORK

Construction Phase

- Parametrix SOW will be determined at a later date - Not included in this scope of services.

Post Construction Services

- Parametrix SOW will be determined at a later date - Not included in this scope of services.

EXHIBIT B

TENTATIVE SCHEDULE

Milestone	Early Completion	Late Completion
Retain GC Project Management Consultant	February 2008	N/A
Submit CPARB Application	March 3, 2008	N/A
Select Legal Council	March 2008	April 2008
PRC Presentation	March 27, 2008	N/A
Establish GC Selection Committee	March 2008	April 2008
30% Construction Documents	March 2008	N/A
Issue RFQ for GC General Contractor	April 2008	May 2008
Develop GC Contract Documents	May 1, 2008	
Select GC Contractor	April 2008	May 2008
VE and Design Review	June 2008	July 2008
90% Construction Documents	June 2008	July 2008
Submit Phase II Engineering Report	July 2008	August 2008
MACC	July 2008	August 2008
Ecology approval	August 2008	September 2008
Construction – Start	September 2008	December 2008

EXHIBIT C

BUDGET

The attachments reflect our proposal of personnel and rates and expenses for work we anticipate to be performed in calendar year 2008. Future services are not part of this contract. Construction Management Services scope of work and fees will be defined and negotiated at a later time.

**City of Gig Harbor
WWTP Project Management**

LABOR

Phase-Task	Description	John Burk	Jim Dugan	Shannon Thompson	April Whitaker															Labor Amount
	Categories																			
	Labor Rates																			
	Burdened Rates	\$159.00	\$179.00	\$129.00	\$69.00															
1-1	Project Facilitation	720	120	40	160															152,160.00
-																				
-2	Contingency																			
-																				
-																				
-																				
-																				
-																				
-																				
-																				
-																				
-																				
-																				
-																				
-																				
-																				
-																				
-																				
	TOTAL	720	120	40	160															152,160.00

City of Gig Harbor

WWTP Project Management

EXPENSES

Phase-Task	Description	Categories	mileage	copies	plots	fax	color prints	Misc	Expenses
		Unit Price							
1-1	Project Facilitation		1000	\$0.05	\$1.00	\$1.00	\$5.00	1.00	-
-				1000	200	200	200		1,955.00
-2	Contingency								-
-									-
-									-
-									-
-									-
-									-
-									-
-									-
-									-
-									-
-									-
-									-
-									-
-									-
-									-
-									-
TOTAL			1000	1000	200	200	200	-	1,955.00

Consent Agenda - 14

City of Gig Harbor WWTP Project Management

SUBCONSULTANTS

Task	Description	Robinson Company		Other Parametrix Staff		Sub 3		Sub 4		Sub 5		Total
		Labor	Exp	Labor	Exp	Labor	Exp	Labor	Exp	Labor	Exp	
1-1	Project Facilitation	9,000.00	500.00									9,500.00
-2	Contingency	-	-	20,000.00								20,000.00
-												
-												
-												
-												
-												
-												
-												
-												
-												
-												
-												
-												
-												
-												
-												
-												
-												
-												
-												
-												
-												
TOTAL		9,000.00	500.00	20,000.00		-	-	-	-	-	-	29,500.00

Consent Agenda - 14



Subject: Wastewater Treatment Plant Expansion Project (CSSP-0702)
Consultant Services Contract – Parametrix, Inc.

Proposed Council Action: Recommend that Council authorize the award and execution of the Consultant Services Contract to Parametrix, Inc. for the not-to-exceed amount of \$185,090.

Dept. Origin: Engineering Division
Prepared by: Stephen Misiurak, P.E. City Engineer
For Agenda of: March 24, 2008
Exhibits: Consultant Services Contract

Initial & Date

Concurred by Mayor: _____
Approved by City Administrator: PMK 3/19
Approved as to form by City Atty: _____
Approved by Finance Director: _____
Approved by Department Head: _____

Expenditure Required	\$185,090.00	Amount Budgeted	\$7,500,000	Appropriation Required	0
----------------------	--------------	-----------------	-------------	------------------------	---

INFORMATION / BACKGROUND

In response to a City Wide Statement of Qualifications (SOQ) advertisement for procurement of an experienced Owner’s Representative for the Wastewater Treatment Plant Expansion, the City received three responses from engineering firms familiar with the General Contractor/Construction Management (GC/CM) form of construction. The three firms each conducted a presentation before a City selection committee. After review of the material presented at the interview along with follow-up reference checks, it was the unanimous decision of the committee that Parametrix, Inc. was the most qualified firm for the services requested. Parametrix, Inc. will be providing services associated with assisting the City in obtaining Washington State approval with the GC/CM form of contractor procurement, design engineering review, and providing value engineering and cost estimating services to the City. Their scope of services is more fully detailed herein. The non selected firms were CDM and URS Corporation.

The GC/CM form of construction differs in the traditional form of design, bid, build in that under the GC/CM method of construction, the construction process consists of design, build. The bidding portion of the construction process is eliminated. The contractor is procured through a Request for Proposals (RFP) process, in which the parameters and specifics of the construction project are specified. In response to the RFQ advertisement, the City reviews the responses from the contractor and selects the most qualified contractor based on their ability to meet the quality parameters specified in the RFQ. In essence, the contractor is procured prior to completion of the final design documents and is selected based on qualifications and ability to perform. After selection, the City and Contractor then negotiate a Maximum Allowable Construction Cost (MACC) for the project.

The GC/CM procurement process does require the City obtain approval from the State of Washington as this is a new process of contractor procurement in Washington State. The City has made application with the State of Washington and is waiting for their final decision. If approved, the City would then in the very near future issue the RFQ for contractor procurement.

FISCAL CONSIDERATION

This project was anticipated for funding in the 2008 budget cycle.

Note that this contract is only for professional engineering services to be performed in 2008 and does not encompass construction management or inspection services for the treatment plant expansion. A future construction management services contract will be taken before Council in the future and approved to form by the City Attorney.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Recommend that Council authorize the award and execution of the Consultant Services Contract to Parametrix, Inc., for the not-to-exceed amount of \$185,090.00.

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Parametrix, a corporation organized under the laws of the State of Washington located and doing business at 4660 Kitsap Way, Suite A, Bremerton, WA 98312 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in WWTP Expansion and Improvements Professional Engineering Services and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated March 20, 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 One Hundred Eighty-Five Thousand, Ninety Dollars and zero Cents (\$185,090.00) 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 C – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit C** or bill at rates in excess of the hourly rates shown in **Exhibit C**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

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

V. Termination

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

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

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

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or

damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

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

CONSULTANT: Parametrix, Inc.
ATTN: John Burk, P.E.
4660 Kitsap Way, Suite A
Bremerton, WA 98312
(360) 377-0014, FAX (360) 479-5961

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

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

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

CONSULTANT
By:  _____
Its Principal

CITY OF GIG HARBOR
By: _____
Mayor

NOTICES TO BE SENT TO:

CONSULTANT: Parametrix, Inc.
ATTN: John Burk, P.E.
4660 Kitsap Way, Suite A
Bremerton, WA 98312
(360) 377-0014, FAX (360) 479-5961

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 Peter Battuello is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Principal of Parametrix to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: March 18, 2008

Michelle Cartwright
D. Michelle Cartwright

(print or type name)

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

4660 Kitsap Way Ste A, Bremerton, WA 98312

My Commission expires: 8/30/2011

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

EXHIBIT A

SCOPE OF WORK

City of Gig Harbor

Wastewater Treatment Plant Improvements

OVERVIEW

The City of Gig Harbor (City) engaged Parametrix, Inc. (PMX) as project management consultants to lead the Wastewater Treatment Plant (WWTP) Upgrade project team for the design and selection of a General Contractor for construction improvements to the existing WWTP facility.

PARAMETRIX PROJECT APPROACH – PROJECT MANAGEMENT SERVICES

As the City's Project Manager, Parametrix will provide to the City the following scope of services:

PHASE 01 TASK 01 – PROJECT MANAGEMENT

Project Delivery Assessment

- Facilitate the City and Consultants through the GC/CM process
- Review the overall delivery schedule of the project to meet City goals, review scope of work of engineering consultants already working on the project
- Provide preliminary evaluation of the owner's schedule and budget constraints
- Attend progress meetings and provide recommendations
- Facilitate on-going schedule reviews and recommendations
- Assist the owner in identifying all required permits for the project
- Project risk assessment review and recommendations
- Evaluate project team responsibility chart and provide recommendations
- Assist owner with attendance at City council meetings

Design Phases

- Prepare and coordinate press releases and other community information materials, presentations and forms of communication regarding the project
- Review design documents during their development
- Provide recommendations on relative feasibility of construction methods
- Assist owner in developing bidders' interests
- Assist owner in reviewing and making appropriate recommendations on design and construction contracts and shall coordinate the contracting process
- Review the project schedules on a regular interval basis

- Provide recommendations regarding the assignment of responsibilities for temporary facilities, materials and services
- Assist and advise the owner in selecting, retaining, and coordinating the services of a general contractor prior to construction
- Review the overall project budget and cost reports on a regular interval basis
- Provide schedule, scope, and cost optimization recommendations
- Evaluate change order requests submitted by the design professionals
- Attend weekly design phase coordination meetings, issue minutes and identify action items
- Assist owner and coordinate design and construction teams during value engineering phases
- Assist owner with the permitting and permit procurement
- Assist owner with attendance at City council meetings

Bidding Services

- Evaluate bidding format, schedule and strategies
- Review final construction schedule and construction phase planning
- Attend pre-construction meetings
- Evaluate contract document addenda and scope exceptions/substitution requests
- Provide ongoing bidding process recommendations
- Assist owner with finalizing the construction contract and negotiations

SUBCONSULTANT

This scope of work covers the use of the Robinson Company for cost estimating, scheduling and financial analysis, if these services are necessary. The Robinson Company specializes in providing 3rd party review of cost estimates. The attached scope provides an overview of the capabilities of the Robinson Company.

EXPENSES

Expenses will include but are not limited to the list and rates below:

- Mileage \$0.505
- Copies \$0.05
- Plots \$1.00
- Fax \$1.00
- Color Prints \$5.00

Total expense amount appears on the attached Budget Summary. Mileage will be charged with the assumption all services provided from the Tacoma office for Tacoma based employees.

TASK 02 – CONTINGENCY

This task will only be used on an as-needed basis as required by the City. Parametrix has expert staff available, if the need arises, that can be used on a moments notice to provide technical review during design phase.

OVERALL PROJECT DELIVERABLES

Some but not all of the PMX deliverables are:

- The City will receive one full time equivalent (FTE) to fulfill project management to manage overall delivery of project from design to the start of construction
- Completed CPARB Application
- PRC Presentation for Project Approval on March 27, 2008
- Develop RFQ document for Selection of General Contractor (GC)
- Lead GC selection committee process
- Present selected GC at May Council Meeting for approval
- Represent the City of Gig Harbor at all times for all reasons
- Develop conflict resolution process
- Provide Compliance with RCW 39.10
- MACC negotiations
- Project and Owner meeting facilitation
- Public meetings participation
- GC training and education – as required
- GC contract development and contract management in collaboration with the City Attorney
- Design review
- Design cost estimate review

CONSTRUCTION SERVICES – NOT INCLUDED IN THIS SCOPE OF WORK

Construction Phase

- Parametrix SOW will be determined at a later date - Not included in this scope of services.

Post Construction Services

- Parametrix SOW will be determined at a later date - Not included in this scope of services.

EXHIBIT B

TENTATIVE SCHEDULE

Milestone	Early Completion	Late Completion
Retain GC Project Management Consultant	February 2008	N/A
Submit CPARB Application	March 3, 2008	N/A
Select Legal Council	March 2008	April 2008
PRC Presentation	March 27, 2008	N/A
Establish GC Selection Committee	March 2008	April 2008
30% Construction Documents	March 2008	N/A
Issue RFQ for GC General Contractor	April 2008	May 2008
Develop GC Contract Documents	May 1, 2008	
Select GC Contractor	April 2008	May 2008
VE and Design Review	June 2008	July 2008
90% Construction Documents	June 2008	July 2008
Submit Phase II Engineering Report	July 2008	August 2008
MACC	July 2008	August 2008
Ecology approval	August 2008	September 2008
Construction – Start	September 2008	December 2008

EXHIBIT C

BUDGET

The attachments reflect our proposal of personnel and rates and expenses for work we anticipate to be performed in calendar year 2008. Future services are not part of this contract. Construction Management Services scope of work and fees will be defined and negotiated at a later time.

City of Gig Harbor WWTP Project Management

Phase No.	Task No.	Description	ORG	Labor Amount	Inflation Adjustment	Labor Subtotal	Expenses	Expense Mark-up	Expense Subtotal	Subconsultants	Sub Mark-up	Subconsultants Subtotal	Total
1	1	Project Facilitation	2600	\$152,160	100.0%	\$152,160	\$1,955		\$1,955	\$9,500	5.0%	\$9,975	\$164,090
	2	Contingency	2600							\$20,000	\$1,000	\$21,000	\$21,000
				TOTAL		\$152,160	\$1,955		\$1,955	\$29,500	\$1,475	\$30,975	\$184,090

Consent Agenda - 14

Project Manager - Date

Division Manager - Date

Principal - Date

File Name: GH WWTP Budget Estimate Revised 3-20.xls
Date Printed: 3/20/2008

Project Delivery System

Page 1 of 1 - SUMMARY

City of Gig Harbor WWTP Project Management

LABOR

Phase-Task	Description	John Burk	Jim Dugan	Shannon Thompson	April Whitaker															Labor Amount
	Categories																			
	Labor Rates																			
	Burdened Rates	\$159.00	\$179.00	\$129.00	\$69.00															
1-1	Project Facilitation	720	120	40	160															152,160.00
-																				
-2	Contingency																			
-																				
-																				
-																				
-																				
-																				
-																				
-																				
-																				
-																				
-																				
-																				
-																				
-																				
-																				
-																				
-																				
-																				
-																				
-																				
	TOTAL	720	120	40	160															152,160.00

Consent Agenda - 14

City of Gig Harbor WWTP Project Management

SUBCONSULTANTS

Task	Description	Robinson Company		Other Parametrix Staff		Sub 3		Sub 4		Sub 5		Total
		Labor	Exp	Labor	Exp	Labor	Exp	Labor	Exp	Labor	Exp	
1-1	Project Facilitation	9,000.00	500.00									9,500.00
-2	Contingency	-	-	20,000.00								20,000.00
-												
-												
-												
-												
-												
-												
-												
-												
-												
-												
-												
-												
-												
-												
-												
-												
TOTAL		9,000.00	500.00	20,000.00	-	-	-	-	-	-	-	29,500.00



Subject: Approval of Contract with PMC to provide a Housing Needs Assessment

Proposed Council Action: Approve Contract

Dept. Origin: Planning

Prepared by: Tom Dolan *Tom*

For Agenda of: March 17, 2008

Exhibits: Proposed Contract

Initial & Date

Concurred by Mayor:

CLH 3/20/08

Approved by City Administrator:

ROK 3/19/08

Approved as to form by City Atty:

Approved by Finance Director:

DR 3/20/08

Approved by Department Head:

TD 3/18/08

Expenditure	Amount	Appropriation	
Required \$17,000.00	Budgeted \$17,000.00	Required	0

INFORMATION / BACKGROUND

The 2008 Annual Budget (page 104) included \$17,000.00 to begin to address the issue of affordable housing in Gig Harbor. The attached contract with PMC will allow the preparation of a housing needs assessment that includes an inventory of the existing housing supply and projected new housing development by type, tenure, age, price/rent and location. PMC will also provide a profile of the existing and projected labor market in Gig Harbor and develop examples of household type/size and income by groupings (moderate, low and very low income). The analysis will provide an indication of the housing gap and needs in terms of supply and purchasing power for each income group.

NOTE: The City Attorney has indicated that she does not recommend approval of the contract because of language added to Section III, the last sentence. The added sentence is:

"City agrees not to solicit for employment the employees of the Consultant who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of one year after termination of this Agreement except with the written permission of the Consultant, except that nothing in this paragraph shall preclude the City from publishing or otherwise distributing applications and information about job openings where such publication or distribution is directed to the general public."

The Consultant, PMC requested that this language be added to the contract. Apparently, PMC has had employees leave their firm to work in jurisdictions that they had been working with on contract. The Planning Department is currently fully staffed and there is no indication

that a new recruitment is imminent. However, if there is an opening, Staff would certainly agree to not solicit PMC employees. It is highly unlikely that any PMC employee would be interested in working for the City of Gig Harbor because none of their planning staff currently resides within the Puget Sound area.

FISCAL CONSIDERATION

The City has budgeted \$17,000.00 for this work.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Recommend approval of Contract.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
PMC**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and PMC, a corporation organized under the laws of the State of California located and doing business at 2729 Prospect Park Drive, Suite 220, Rancho Cordova, CA 95670 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is interested in preserving and encouraging affordable housing; and

WHEREAS, the Consultant has agreed to perform a Housing Needs Assessment more specifically described in the Scope of Services (Phase I) attached hereto as Exhibit A – PMC Scope of Services, and is 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 Seventeen Thousand Dollars (\$17,000.00) 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.

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.

plw

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. City agrees not to solicit for employment the employees of the Consultant who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of one year after termination of this Agreement except with the written permission of the Consultant, except that nothing in this paragraph shall preclude the City from publishing or otherwise distributing applications and information about job openings where such publication or distribution is directed to the general public.

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by November 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. The Consultant may terminate this Agreement if the City fails to pay the Consultant in the manner proscribed herein.

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

pcw

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 designated 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. 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 designated 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.

pcw

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 in the Consultant's coverage. The Consultant shall be responsible for providing a 30-day advance written notice for any material change or suspension outside of cancellation not provided by their insurance carrier.

ph

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. The Consultant shall not be held liable for any the City's reuse of the City-owned materials for purposes for which they were not intended. 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.

PCW

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:

PW

CONSULTANT:
PMC
ATTN: Phillip O. Carter, President
2729 Prospect Park Drive
Suite 220
Rancho Cordova, CA 95670

City of Gig Harbor
ATTN: Tom Dolan
Planning Director
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

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

CONSULTANT

CITY OF GIG HARBOR

By: *Phillip O. Carter* 3-17-08
Its Principal

By: _____
Mayor

Notices to be sent to:
PMC
ATTN: Phillip O. Carter, President
2729 Prospect Park Drive, Suite 220
Rancho Cordova, CA 95670
(916) 361-1574

City of Gig Harbor
ATTN: Tom Dolan
Planning Director
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

PC

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: _____

See Attached Acknowledgment

plw

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento

On March 17, 2008 before me, Pamela V. Warfield, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Philip O. Carter

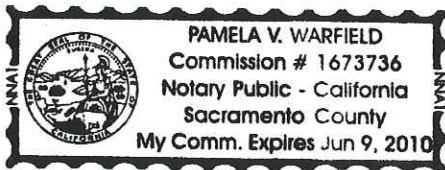
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Pamela V. Warfield
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Consultant Services Contract between Gig Harbor and PMC

Document Date: 3-17-2008 Number of Pages: 11

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Philip O. Carter

- Individual
- Corporate Officer — Title(s): President
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: PMC

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

PW

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: _____

rw

EXHIBIT A

City of Gig Harbor, WA.
Housing Needs Assessment

Scope of Services

PMC will prepare a Housing Needs Assessment for the City of Gig Harbor that will include an inventory of existing housing supply and projected new housing development by type, tenure, age, size, location, sales price and rents.

PMC will provide in the housing needs analysis a profile of the existing and projected labor market in Gig Harbor and develop examples of household type/size and income by standard groupings (moderate, low and very-low income). The profiles will include purchasing power of owner and rental housing in the local market in order to determine housing affordability for each income group.

The housing supply and income data by income groups will be compared to selected local job categories (in consultation with City staff) in order to identify the income for a range of jobs where there may be a gap in supply and/or purchasing power (income vs. price/rent).

The housing needs of groups not in the workforce will also be assessed such as seniors, disabled populations, and others in terms of supply and affordability.

This analysis will provide an indication of the housing gap and needs in terms of supply and purchasing power for each income group. The results of the initial housing needs assessment will be presented to City staff for review, comment and edits. PMC will incorporate any comments and/or requests for additional information into a final draft Housing Needs Assessment report.

PMC will hold two on-site meetings with City staff and with the Planning Commission and/or the City Council where the final draft Housing Needs Assessment will be presented.

PMC will provide a final Housing Needs Assessment document in electronic format and CD's, or up to ten bound paper copies, or as otherwise requested by City staff.

Schedule:

PMC will commence work on the Housing Needs Assessment upon execution of the professional services contract with the City of Gig Harbor, WA. expected by March 15, 2008 and will complete the assignment as outlined in the Scope of Services by November 30, 2008.

Budget: \$17,000

PW

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 3/03/08

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20080630

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 GIG HARBOR FARMERS MARKET ASSO	GIG HARBOR FARMERS MARKET ASSO 3500 HUNT ST GIG HARBOR WA 98335 0000	085415	FARMERS MARKET FOR BEER/WINE
2 THE GREEN TURTLE LLC	THE GREEN TURTLE 2905 HARBORVIEW DR GIG HARBOR WA 98335 0000	078190	BEER/WINE REST - BEER/WINE
3 GIG HARBOR FARMERS MARKET	GIG HARBOR FARMERS MARKET 3207 HARBORVIEW DR GIG HARBOR WA 98335 2125	402207	FARMERS MARKET FOR BEER/WINE



NOTICE OF LIQUOR LICENSE APPLICATION

Consent Agenda - 16

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

TO: MOLLY TOWSLEE, CITY CLERK
RE: NEW APPLICATION

DATE: 3/13/08

UBI: 602-379-121-001-0010

License: 403079 - 1U County: 27
Tradename: FONDI
Loc Addr: 4621 POINT FOSDICK DR NW
GIG HARBOR WA 98335-1707
Mail Addr: 1801 WEST BAY DR NW STE 206
OLYMPIA WA 98502-9036
Phone No.: 206-634-3082 CAROL MILLER

APPLICANTS:
RUI ONE CORP.
NOWLIN, ROBERT D 1942-02-24
STODDARD, STEVEN 1954-01-18

Privileges Applied For:
SPIRITS/BR/WN REST LOUNGE +

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

- 1. Do you approve of applicant ?
2. Do you approve of location ?
3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken?
4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based.

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

Notice to local authorities: The purpose of this attachment is to provide further information to you regarding the type of business being practiced at the proposed location. This is a pilot program still in the testing stage. If you have any questions or concerns, please contact Sharon A. Hendricks, Manager at (360) 664-1619 or e-mail sah@liq.wa.gov.

Liquor License No.: 403079-1U

Trade name: FONDI

- ⚡ What is the primary focus of your business? Pizzeria
- ⚡ What will your business hours be? 11AM thru 9:PM Fri and Sat maybe to Midnight
- ⚡ During what times/days do you plan on offering full meal service? All open hours
- ⚡ If you are going to have any entertainment, describe what types of entertainment you are planning to provide? No
- ⚡ On what days and times do you intend to provide this entertainment?
- ⚡ Will the entertainment be live or recorded? Will it be amplified?
- ⚡ Will your business have a dance floor, stage or other type of entertainment area?

S/B/W: Will persons under 21 years of age be allowed in your premises? Yes (Note if minor restriction is requested please inform applicant that: "The minor restriction includes employees as well as customers.") (Note that if the applicant applied as a service bar and wants any added activities their fees will automatically be increased from \$1,000 to \$1,600.)

- ⚡ Do you intend to restrict minors from any portion of your premises? No If so, during what times and in what portions of the premises? N/a
- ⚡ Will a cover charge or an admission fee be charged for entry into your business? No



Special Presentation

**Washington State Auditor
Brian Sonntag**

February 25, 2008

Mayor and City Council
City of Gig Harbor
3510 Grandview Street
Gig Harbor WA 98335

Dear Mayor and City Council:

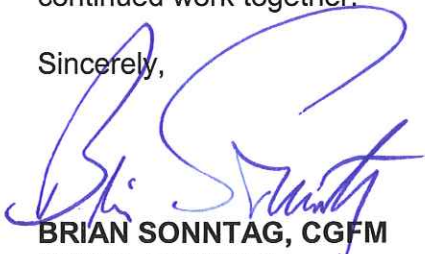
I would like to congratulate you on the City of Gig Harbor's commitment to accountability as demonstrated by your 15th consecutive audit without a finding.

This significant accomplishment shows the City's dedication to sound financial operations and reporting. We appreciate the City management's constructive responses to our recommendations and the timely improvements that have been made in the past. Often the City responds to our recommendations prior to completion of the audit. The City has also taken positive steps over the years to protect public dollars by assessing risks related to waste, misappropriation and abuse and taken actions to prevent or detect such issues in a timely manner.

A critical component of the City's operations is its staff. We appreciate the close working relationship we have with City officials. The entire City has consistently expressed sincere interest in the results of our audit work and has been cooperative and friendly throughout the audit process.

I view our partnership as a model relationship for other entities. I look forward to our continued work together.

Sincerely,



BRIAN SONNTAG, CGFM
STATE AUDITOR





Business of the City Council
City of Gig Harbor, WA

Old Business - 1

Subject: Junk Vehicles Ordinance

Proposed Council Action: Adopt the proposed ordinance defining "Junk Vehicles" and prohibiting the retention of such vehicles on property within the city limits of Gig Harbor at this second reading.

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: March 24, 2008

Exhibits:

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 3/21/08, ROK 3/21/08, ROK 3/21/08

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and dollar amounts (\$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".

At the first reading of this proposed ordinance, the Mayor and Council discussed setting a limit on the number of covered vehicles as described in 8.08.030 (c). The discussion included varying the limit with the size of lot. The Mayor recommends a limit of two covered vehicles regardless of lot size, and the attached ordinance reflects the Mayor's recommendation. The Mayor's recommendation also includes "private" property in 8.08.30 (a) exemption section.

FISCAL CONSIDERATION

None

RECOMMENDATION / MOTION

Move to: Adopt the proposed Junk Vehicle 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 TO THE GIG HARBOR MUNICIPAL CODE.

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, exemptions for personal recreational vehicular restoration are reasonable, given that they do not invalidate the initial intent of the ordinance; and

WHEREAS, vacant or undeveloped lots do not provide the facilities or utilities necessary for recreational vehicular restoration; 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. Is a vehicle illegally parked on private property, for example, on the required front, side or back 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, so as not to be visible from adjacent or nearby public or private property. Temporary tarp garages, carports and storage sheds do not satisfy this exemption;

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. This exemption will apply to only two vehicles per legal lot. Vehicles stored on vacant or undeveloped land are not exempted by this subsection C.

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. _____



Business of the City Council
City of Gig Harbor, WA

New Business - 1

Subject: Ratification of vote on Ordinance No. 1123 – Water GFC's

Proposed Council Action:

Council ratification of adoption of Ordinance 1123

Dept. Origin: City Attorney

Prepared by: City Attorney

For Agenda of: March 24, 2008

Exhibits: Ordinance 1123

Initial & Date

Concurred by Mayor:

CHA 3/13/08

Approved by City Administrator:

PKK 3/14/08

Approved as to form by City Atty:

CAM 3/14/08

Approved by Finance Director:

Approved by Department Head:

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

INFORMATION / BACKGROUND

On March 10, 2008, the City Council considered adoption of Ordinance 1123 which adopted a new Water General Facilities Charge (GFC). It was my understanding that the Council moved to adopt Ordinance 1123, and the motion passed.

Immediately after the Council meeting, it was brought to my attention that the Council may have only called for the question and voted on this motion. It may be that the Council did not make a separate motion for the adoption of Ordinance No. 1123.

The Council can easily correct this by ratifying their decision on the adoption of Ordinance 1123.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to ratify the Council's decision to adopt Ordinance No. 1123, "relating to water connection and general facilities charges, 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 GFCs, amending Gig Harbor Municipal Code Section 13.04.080."

ORDINANCE NO. 1123

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>	
		Hook-up Fee	
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	

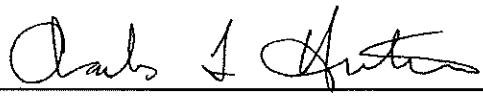
B. Any remodel and/or use change shall pay the difference between the new use and/or size of the previous use and/or size. No refund shall be allowed for use and/or size reduction.

~~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.

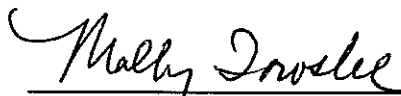
Section 4. Effective Date. This ordinance and the increase's in the connection fee's adopted in this ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

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



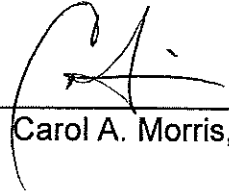
Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

By: 

Molly Towslee, City Clerk

APPROVED AS TO FORM:

By: 

Carol A. Morris, City Attorney

Filed with city clerk: 02/06/08
Passed by the city council: 03/10/08
Date published: 03/19/08
Date effective:03/24/08



Subject: Proposed "Scandia Heights Annexation" (ANX 07-0004)

Proposed Council Action:

Accept the Notice of Intent to Commence Annexation Proceedings

Dept. Origin: Planning Department

Prepared by: Matthew F. Keough
Associate Planner

For Agenda of: **March 24, 2008**

Exhibits: Legal Description, Vicinity Map, Aerial Photo of Area, Notice of Intent

Initial & Date

Concurred by Mayor:

CLH 3/20/08

Approved by City Administrator:

PK 3/20/08

Approved as to form by City Atty:

N/A

Approved by Finance Director:

Approved by Department Head:

TD 3/20/08

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

INFORMATION / BACKGROUND

The City received a Notice of Intention to Commence Annexation Proceedings for the Scandia Heights subdivision from 8 property owners there, requesting annexation of a 9.93 acres located east of Peacock Hill Avenue at 101st Street Court 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.

By law, the City Council is to meet with the proponents, represented by Mr. Larry Chestnut, President of the Scandia Heights Homeowners Association. Notice of this public meeting was posted on the City website and in dedicated posting locations. Additionally, this request was distributed to the Pierce County Fire District #5 and the Gig Harbor City Administrator, Chief of Police, Director of Operations, City Engineer, Wastewater Supervisor, City Engineering Technician, 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. Before filing with the City, the petition must be signed by property owners of at least sixty percent (60%) of the assessed value of the proposed area 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 meets this criterion by proposing annexation of an entire plat, representing the entire Scandia Heights neighborhood. The 16 lots and common areas of this plat, which include shared access by way of 101st Street Court NW (private road), are further related by the active Homeowners Association there.

- (2) Use of physical boundaries, including but not limited to bodies of water, highways, and land contours;

Comment: The proposed annexation is based on subdivision boundaries and not physical boundaries. However, there are no obvious physical boundaries in this area. The area between the east side of the Peacock Hill Avenue and the UGA boundary (1300 feet),

occupy a downhill slope, sharing similar land contours and a grade change in this area of approximately 12%.

(3) Creation and preservation of logical service areas;

Comment: The proposed annexation presents a logical service area because it includes all properties which share common accessway and utility easements. As a built-out single family residential neighborhood, no utility or service extensions are expected. Gig Harbor Police does not object to this additional service area.

(4) Prevention of abnormally irregular boundaries;

Comment: The proposal does not result in any irregular boundaries as it includes land adjacent to existing City Limits on its south and west and the existing UGA boundary to the east, thus, not presenting property gaps or isolated municipal areas. A previous annexation of similar size was previously accepted to the south, beginning the process of "filling" in the UGA area to the east of Peacock Hill Avenue.

(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 area has been developed as a single family residential plat at a density below the urban standard of 4 dwellings per acre, with an average lot size of approximately 16,000 square feet. Existing standards both within the City and the County would require urban density in this area if redevelopment were to occur. Therefore, annexation will not affect the urbanization of this property though it could assist the city in establishing city-compliant (urban) infrastructure in that area over time.

(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 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. The "pre-annexation" zoning is shown on the City's Zoning Map as R-1. The property would then 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 present, and, thus, a wetland analysis will not be required with the submittal of the annexation petition (GHMC 18.08.090).*

Dick Bower, Director of Building and Fire Services, recommends that water system be brought into compliance with hydrant spacing and fire flow – per the requirements of GHMC Title 15/IFC Table C105.1 - as a condition to be incorporated into the authorized petition. The existing hydrants are spaced approximately 600 feet apart and believed to have fire flows less than 500 gallons per minute. Under the Gig Harbor Municipal Code (GHMC) Title 15, the minimum required flow for single family residential use is 1000 gallons per minute. The issuance of future building permits in this area will require adequate fire flow and additional fire hydrants. Washington Water Company has since explained that it does not have the ability to provide the required fire flow at this time. Lacking fire flow compliance, fire sprinkler installation will be required in this area for all future new construction and substantial remodels.

These additional concerns present items for Council deliberation and possible incorporation into the conditions to be included with an authorized annexation petition, most notably,

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:

Accept the Notice of Intent to Commence Annexation and to 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; and
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; and,
4. The on-site water system will be brought into compliance (i.e. hydrant spacing and fire flow) per GHMC Title 15/IFC Table C105 by the annexed property owners at the time that the water purveyor is able to provide minimum flows prescribed by the City fire code.

EXHIBITS

- A. Attached Legal Description**
- B. Vicinity Map**
- C. Aerial Photo of Area**
- D. Notice of Intent to Commence Annexation**

Exhibit A

**LEGAL DESCRIPTION
Scandia Heights ANX 07-0004**

**THE NORTH HALF OF THE SOUTH HALF OF THE
NORTHWEST QUARTER OF THE SOUTHWEST QUARTER
OF SECTION 32, TOWNSHIP 22 NORTH, RANGE 2 EAST OF
THE W.M. IN PIERCE COUNTY, WASHINGTON.**

**EXCEPT 30 FEET FOR PURDY GIG HARBOR ROAD
(PEACOCK HILL AVE.N.W.) ON THE WEST.**

Exhibit B

VICINITY MAP

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. Orthophotos and other data may not align. 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.

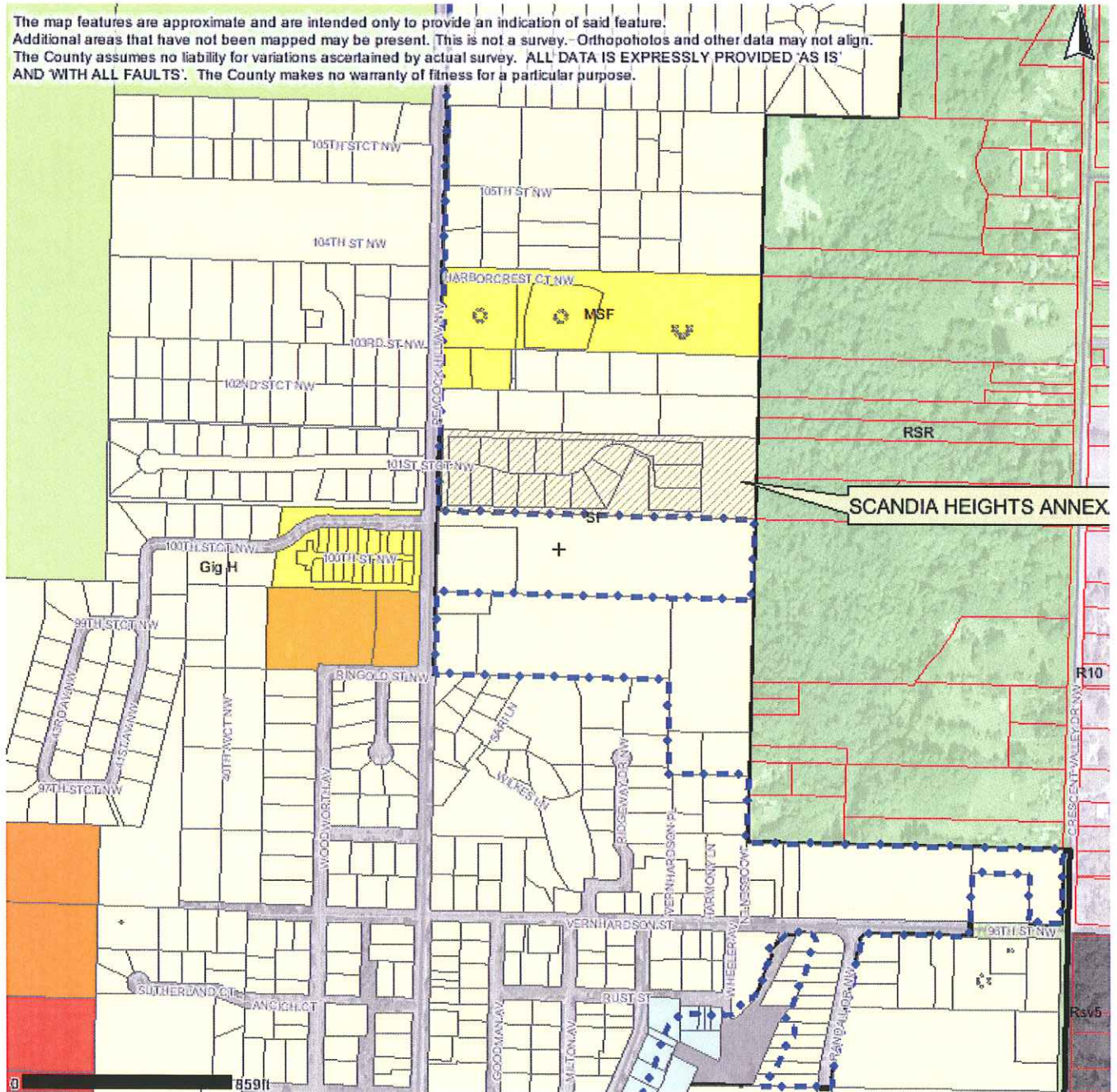


Exhibit C

AERIAL PHOTO of Area



Exhibit D

Notice of Intent to Commence Annexation

**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. 981; 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.

RECEIVED
CITY OF GIG HARBOR

APR 10 2007

**COMMUNITY
DEVELOPMENT**

Resident/Owner Signature	Printed Name	Address & Tax Parcel Number	Date Signed
<i>[Signature]</i>	BARRY COCCT	3501 101ST STREET CT NW 4000600060	3/26/2007
<i>[Signature]</i>	RAYMOND VOATH	3458 101ST STREET NW 4000600129	3/26/2007
<i>[Signature]</i>	LAWRENCE ESTERNA	3518 101ST STREET NW 4000600060	3-26-07
<i>[Signature]</i>	RUSH SALTUN	3710 101ST ST CT NW 4000 600050	3/26/07
<i>[Signature]</i>	JOSEPH DAVIS	3603 101ST ST CT NW 4000 600050	3-26-07
<i>[Signature]</i>	MARGARET J. PULG	3616 101ST CT NW 4000 600 130	03-26-07
<i>[Signature]</i>	JO-ANNE LUCAS	3504 101ST STREET NW 4000 600 080	3-26-07
<i>[Signature]</i>	BARBARA GRIFFIN	3707 101ST ST NW 4000 6000 30	326-07

RECEIVED
 CITY OF GIG HARBOR
 APR 10 2007
 COMMUNITY
 DEVELOPMENT



Subject: Police Vehicle Purchase

Dept. Origin: Finance

Proposed Council Action:

Prepared by: David Rodenbach

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

For Agenda of: March 24, 2008

Exhibits: Resolution

Initial & Date

Concurred by Mayor:

CLH 3/20/08

Approved by City Administrator:

PK 3/19/08

Approved as to form by City Atty:

Approved by Finance Director:

QR 3/19/08

Approved by Department Head:

Expenditure	Amount	Appropriation
Required \$35,000 per year (5 years)	Budgeted \$35,000	Required \$0

INFORMATION / BACKGROUND

The City's 2008 adopted budget authorizes purchase of four police vehicles for the police take-home vehicle program. These vehicles are on order and will be paid for upon delivery. This resolution is required to participate in the State Treasurer's Office LOCAL program.

FISCAL CONSIDERATION

The four vehicles have an expected total cost of approximately \$170,000 including equipment and equipment installation. Reimbursement from the State Treasurer is expected in June. Payments of approximately \$35,000 per year will begin in December. The term of the loan is five years and the interest rate for the March 2008 financing was 4.27 percent.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

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

RESOLUTION NO

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GIG HARBOR, WASHINGTON APPROVING CERTAIN
EXPENDITURES FOR REIMBURSEMENT FROM THE
PROCEEDS OF DEBT TO BE ISSUED IN THE FUTURE.

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

Section 2. The expenditures with respect to which the City reasonably expects to be reimbursed from the proceeds of Reimbursement Bonds are for the purchase of four police vehicles in the amount of \$170,000, plus the payment of issuance costs.

Section 3. The maximum principal amount of debt obligations expected to be issued for the project described in Section 2 is \$170,000.

RESOLVED this ____ day of _____, 2008.

APPROVED:

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

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

CERTIFICATE

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

1. That the attached Resolution No. _____ (herein called the "Resolution") is a true and correct copy of a resolution of the City, as passed at a regular meeting of the Council held on the ____ day of _____, 2008 and duly recorded in my office.

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

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

City Clerk
City of Gig Harbor, Washington



Business of the City Council
City of Gig Harbor, WA

Subject: City retirement plans consulting contract.

Proposed Council Action:

Authorize a contract with Aon Investment Consulting, Inc. (Aon) for city retirement plan consulting services.

Dept. Origin: Finance

Prepared by: David Rodenbach

For Agenda of: March 24, 2008

Exhibits: Ordinance

Initial & Date

Concurred by Mayor: [Signature] 3/20/08
Approved by City Administrator: [Signature] 3/20/08
Approved as to form by City Atty: [Signature]
Approved by Finance Director: [Signature] 3/20/08
Approved by Department Head: _____

Table with 5 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and two empty cells. Values: \$18,000, \$18,000, 0.

INFORMATION / BACKGROUND

The city's 401(a) retirement plan was started in the early 1980's. This plan is provided by the city in lieu of participation in the Social Security System. Participants (full-time city employees) pay 6.2 percent of gross pay and the city matches that amount less the cost of long term disability insurance.

Over the years, the average account balances in the city's plans have grown so that they now exceed \$100,000. This greatly magnifies the impact of fees and investment performance. The city has always had a fiduciary responsibility to the plan; however, this responsibility carried much less risk when the average account balances were small. The city also now has some bargaining clout in the market place with plan vendors.

Aon is recommending the city move from a vendor-driven plan, which we currently have, to a fiduciary-driven plan. The new plan will provide: a customized plan design, professional oversight, an education and counseling program designed to meet Gig Harbor employees' needs, ongoing professional independent monitoring of investments and service delivery and fees negotiated to market levels.

FISCAL CONSIDERATION

Current plan fees are close to .72 percent of assets. This is high relative to other similar sized programs. We are anticipating a fee reduction to .25 percent of assets. This fee reduction equates to \$56,000 per year based upon \$12 million in assets.

The \$24,000 fee charged by Aon will be paid out of this savings and the balance will be distributed to employees' accounts on a pro rata basis.

COMMITTEE RECOMMENDATION

The finance committee has reviewed and approved this proposal.

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to execute this contract.

INVESTMENT CONSULTING AGREEMENT

THIS AGREEMENT IS ENTERED INTO BY Aon Investment Consulting, Inc. (hereinafter called "Aon"), and The City of Gig Harbor, Washington, (hereinafter called the "Client"), effective March 24, 2008.

In consideration of the mutual benefits to be derived from this Agreement, it is understood and agreed as follows:

1. Aon shall provide investment consulting services, pursuant to the terms of this Agreement, to the City of Gig Harbor 457 Deferred Compensation Plan and the City of Gig Harbor 401(a) Retirement Plan, hereinafter called the "Plan."
2. The services to be provided by Aon pursuant to this Agreement are described as "Included Investment Consulting Services" in the attached Schedule A.
3. Aon will provide no services, information or guidance with respect to the securities of any individual company, including the employer of employees benefiting under the Plan.
4. The Client recognizes that the value and usefulness of investment advisory consulting services of Aon will be dependent upon information that the Client provides to Aon and upon the Client's stated financial objectives. The Client will provide such documents as Aon may reasonably request in order to allow Aon to complete an accurate evaluation and/or preparation of recommendations. The Client warrants and represents that such information is, and will at all times be, substantially accurate and complete. Aon may rely on, and act upon the basis of, information provided to Aon by the Client or by any other agent, broker, independent contractor, or other professional that is hired by the Client, to the extent Aon does not know that the information provided is incorrect. The Client will promptly notify Aon in writing of any material changes and shall respond promptly to requests by Aon for information necessary to perform services hereunder. Aon shall be deemed to be unaware of any changes to information previously provided until new information is actually received by Aon.
5. Aon hereby confirms that it is a registered investment adviser under the Investment Advisers Act of 1940, as amended (the "Advisers Act") and that with respect to the performance of its duties hereunder, Aon will notify the Client of any change in its status as registered investment adviser under the Advisers Act within five (5) days of such change in status.
6. The fee for the services to be provided hereunder is outlined in the attached Schedule A and will be billed and paid quarterly. Services requested by the Client and provided by Aon that are beyond the scope of this Agreement [such as additional investment manager searches, vendor searches, etc.] will be billed separately.
7. It is expressly understood and agreed that Aon will not provide any accounting or legal advice. Any documents prepared by Aon will be submitted to Client subject to review by Client's legal counsel. Aon encourages the Client to utilize the Client's own attorneys and accountants to provide any related accounting or legal advice. Aon is not responsible in any manner for Client's decision to retain any professional.

8. This Agreement shall not be assigned by Aon without the written approval and consent of the Client, except to an entity owned by or under common ownership with Aon. The Client will not assign this Agreement without the written approval and consent of Aon.
9. Aon shall not be responsible for the acts, omissions, or insolvency of Client or any other agent, broker, independent contractor, custodian, or other professional that is hired by the Client to take any action for or on behalf of the Client.
10. The Client understands that Aon may use certain historical data and assumptions in the construction of prospective investment strategies. This does not imply that Aon can predict future activity in financial markets, and there is no assurance of a successful investment result from using this methodology. The Client acknowledges that Aon may use certain products or software provided by third party vendors to provide investment consulting services to the Client. Aon makes no representation, warranty or guarantee whatsoever in relation to the third party products or software and Aon assumes no liability whatsoever in relation to the third party products or software.
11. Aon acknowledges that the Client is a public entity subject to the requirements and obligations imposed by Washington state law regarding access to public records in Chapter 42.56 RCW, as the same exists or is hereafter amended. This statute carries with it a strong presumption in favor of public access to the records of a public entity such as the Client. If a public record request is made for any document created pursuant to this agreement, the Client shall inform Aon in writing at least five (5) calendar days in advance of the release date of the document. Aon may at its discretion seek (at its own expense) in camera review of the requested document and an appropriate protective order by a court of competent jurisdiction. Nothing here in shall be interpreted to impose any liability on either party for release of any Confidential Information pursuant to a public records request when Aon was provided timely written notification or when required to do so by the lawful order of a court or administrative agency, as set forth below.

Each party agrees to maintain the confidentiality of the other party's Confidential Information and to use such Confidential Information solely for purposes of performing its duties to the Plan. Neither party shall disclose any Confidential Information to any third party and shall restrict disclosure of the Confidential Information to those persons involved with performing work for the party receiving the Confidential Information who have a "need to know", which shall include Aon's affiliate or captive company utilized for the purpose of preparation of Client reports, subject to the obligations herein. All Confidential Information is and remains the property of the producing party. Upon termination of this Agreement or at a party's request, Confidential Information transmitted in tangible form and any copies accessible by the other party shall be returned to the requesting party or destroyed with such destruction certified in writing, except that the Client shall be entitled to retain a secure copy of Aon's Confidential Information for archival purposes only. For purposes of this paragraph, "Confidential Information" includes, but is not limited to, information related to a party's products, services, software, data, processes, techniques, methodologies, know how, specifications, property, drawings, diagrams, prints, business and financial information, investment information, employee, customer and vendor names and lists, and pricing and sales information, regardless of the form in which any of such information was provided, and shall not include information that is independently developed by the receiving party, is known to the general public without breach of this Agreement, is approved for release by written authorization subject to such conditions as may be imposed in such written authorization, is disclosed in response a valid order to a governmental body in the United

States (but only to the extent and for the purposes stated in such order), or is received rightfully and without restriction from a third party.

12. Investment consulting services and any other acts performed by the Aon shall be in compliance with the provisions of this Agreement, the Advisers Act, and applicable state and federal laws regulating the services provided under the Agreement.
13. Aon shall discharge its duties under this Agreement solely in the interests of the participants in the Plan and their beneficiaries in accordance with the provisions of this Agreement insofar as they are consistent with the provisions of applicable law. The Client and its members shall, individually and as a group, discharge their duties with respect to the Plan in compliance with the Plan's governing documents and all laws applicable thereto.
14. Aon shall indemnify and hold the Client harmless against any and all direct (but not indirect or consequential) expenses which the Client may incur as a result of this Agreement, if and to the extent the expenses are caused by Aon's breach of any provision set forth in this Agreement, by Aon's breach of its fiduciary obligations, or by bad faith acts or omissions by Aon, its agents or affiliates.
15. The Client shall indemnify and hold Aon harmless against any and all direct (but not indirect or consequential) expenses, including legal expenses, which Aon may incur as a result of this Agreement, if and to the extent the expenses are caused by the Client's breach of its fiduciary obligations or breach of any provision set forth in this Agreement or they result from the Aon's acts or omissions made at the request or direction of the Client (but excluding the Client's request for services in this Agreement).
16. The Client acknowledges that Aon's Form ADV Part II, which SEC Rule 204-3 (17 CFR §275.204-3) describes as a "written disclosure statement," has been received and reviewed prior to the signing of this Agreement, and that it fully understands the contents contained therein. _____ (Please initial.)
17. This Agreement will have an initial term of 1 year, and shall continue for 1 year periods thereafter unless notice of termination is delivered in writing at least 30 days before the anniversary of the effective date of this Agreement. Services will be provided for the period indicated on Schedule A.

Notwithstanding anything else to the contrary contained in this Agreement, Client may, at its sole option, terminate this Agreement at any time upon providing written notice to Aon, in which case this Agreement shall terminate on the date that such notice is delivered to Aon (the "Notification Date"), and Aon shall be entitled to a pro rata fee for time expended through the Notification Date. Aon's obligation to provide investment consulting services shall cease as of the Notification Date.

Aon reserves the right to terminate this Agreement upon written notification and the return of the fee to the Client. In such event, a pro rata fee will be charged the Client for any time expended by Aon pursuant to this Agreement.

18. This Agreement shall be construed pursuant to and governed by the substantive laws of the State of Washington, regardless of the choice of law principles of such state, to the extent that such state laws are not preempted by any applicable Federal laws. The parties to this Agreement agree that jurisdiction and venue in any action brought pursuant to this

Agreement shall properly lie in the Circuit Court of King County of the State of Washington or in the United States District Court for the Ninth District located in Seattle Washington.

- 19. Each of the parties has been given an opportunity to participate in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against either party.
- 20. This Agreement sets forth the parties' entire agreement with respect to the subject matter hereof and supersedes and replaces all prior written and oral communications by and between the parties regarding the subject matter hereof. This agreement may be amended in writing if agreed to by both parties.
- 21. Each party represents that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each has been properly authorized and empowered to execute this Agreement.

CLIENT

AON

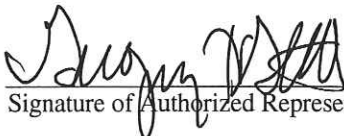
City of Gig Harbor

Aon Investment Consulting, Inc.

Charles L. Hunter, Mayor
Name & Title of Authorized Representative

Gregory Settle, Vice President
Name & Title of Authorized Representative

Signature of Authorized Representative


Signature of Authorized Representative

Date

March 10, 2008
Date

**Schedule A to Investment Consulting Agreement
Between City of Gig Harbor and Aon Investment Consulting, effective March 24, 2008**

Aon Investment Consulting provides the following services on a fee-for-service basis. Aon Investment Consulting does not accept commissions or other soft-dollar arrangements.

<i>Included Investment Consulting Service</i>	Service Period	Fee
<ul style="list-style-type: none"> • Semi-annual Investment Performance Monitoring (includes identification of "problem" funds) with off quarter delivery of summary performance reports effective upon completion of the project phase • On-site Participation in Semi-annual Performance Review Meetings to present and discuss both investment performance and other aspects of the plan • Managing custom portfolio programs • Maintain and update Statement of Investment Policy • Annual review of delivery and quality of plan administration services and fees relative to industry • Commentary on proposed new vendor products, programs and features • Manager searches as necessary (one asset class per year) 	<ul style="list-style-type: none"> • On-Going • On-Going • On-Going • On-Going 	<ul style="list-style-type: none"> • \$24,000 annual retainer payable in quarterly installments at the beginning of each calendar quarter
<i>Optional Investment Consulting Services¹ (must be approved in advance)</i>		
<ul style="list-style-type: none"> • Ad hoc Investment Consulting Projects are not included in the annual flat fee and must be approved in advance of service. 	<ul style="list-style-type: none"> • All optional ad hoc services terminate upon completion of the project. 	<ul style="list-style-type: none"> • To be negotiated at time of service

The foregoing fees shall remain unchanged during the first twelve calendar months this Agreement is in effect. Thereafter, the Firm will provide the Client with at least thirty (30) days advance written notice of any change in the foregoing fees.

Accepted by:

City of Gig Harbor

Aon Investment Consulting, Inc.

Charles L. Hunter, Mayor
Name & Title of Authorized Representative

Gregory Settle, Vice President
Name & Title of Authorized Representative

Signature of Authorized Representative


Signature of Authorized Representative

Date

March 10, 2008
Date

¹ Optional Investment Consulting Services, and any other services not specifically described in Included Investment Consulting Services, will be provided only through a separate agreement by both parties.



**Subject: Gig Harbor Police February 2008
Council Report**

Proposed Council Action: Review

Dept. Origin: Police Department

Prepared by: Chief Mike Davis *(Signature)*

For Agenda of: March 24, 2008

Exhibits: Report attached

Initial & Date

Concurred by Mayor:

CLM 3/13/08

Approved by City Administrator:

EGK 3/14/08

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

(Signature) 3/11/08

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



POLICE

TO: MAYOR CHUCK HUNTER AND CITY COUNCIL
FROM: CHIEF OF POLICE MIKE DAVIS *MD*
SUBJECT: GHPD MONTHLY REPORT FOR FEBRUARY 2008
DATE: MARCH 24, 2008

DEPARTMENTAL ACTIVITIES

- 2008 YTD ***calls for service*** when compared to 2007 YTD ***calls for service*** show an increase of 249 dispatched calls. With commercial and residential build out inside and outside the city limits this is not surprising. With more people unfortunately we see more requests for assistance. We see this trend continuing in the foreseeable future.
- In 2008 so far, we have seen seven more ***reports written*** by our officers than in 2007 YTD.
- ***DUI arrests*** for 2008 YTD are up by 14 compared to 2007 YTD! Our nightshift is continuing to do a very great job focusing on impaired driving enforcement. I am very pleased with this increased focus on impaired driving and we will continue our efforts to take impaired drivers off our city roadways in 2008.
- Our ***traffic infractions*** are up 64 so far this year; and our ***criminal traffic citations*** are up by 40. Statistics show our 2008 YTD ***traffic accidents*** have decreased by seven accidents when compared to 2007 YTD.
- 2008 YTD statistics show our ***misdemeanor*** arrests are up by 45 and our ***felony arrests*** are down by three when compared to 2007.

The Reserve Unit provided a total of 43 hours of support to our regular officers in February. Our newest reserve, Grant Boere continues to excel at the Reserve Academy. Grant's graduation from the academy is set for May.

Cops program volunteer Ken McCray worked 24 hours in February.

During the month of February the Marine Services Unit (MSU) was inactive. The contract with SafeBoats recently approved by council has been submitted and signed off by SafeBoats. We are officially in the system and our hull has been assigned #1190. We anticipate taking delivery of the new patrol vessel in late October of this year. Thanks to Sergeant Busey for working on the sole source resolution and serving as the point man in getting an acceptable contract created and subsequently approved.

In February we had 17 false alarms which is a very low number. Our False Alarm Compliance report system continues to support a decrease in false alarms. It's all about accountability and education.

Category	February 2008					
	February 2007	February 2008	Change	YTD 2007	YTD 2008	Change
Calls for Service	351	530	179	785	1034	249
General Reports	119	133	14	273	280	7
Criminal Traffic	12	28	16	22	62	40
Infractions	108	121	13	156	220	64
Criminal Citations	7	19	12	21	50	29
Warrant Arrests	5	3	-2	10	16	6
Traffic Reports	10	22	12	30	37	7
DUI Arrests	1	7	6	4	18	14
Misdemeanor Arrests	24	36	12	46	91	45
Felony Arrests	6	6	0	16	13	-3
FIR's	0	11	11	1	12	11

TRAFFIC ACCIDENTS FOR FEBRUARY 2008					
DATE	TIME	LOCATION	TYPE	CASE#	AGE
2/2/2008	12:13	Pioneer Way & Judson St.	Non	GH080143	23
2/4/2008	20:30	Olympic Dr. & SR16	Non	GH080157	19
2/5/2008	19:40	Borgen Blvd. & 51st Ave.	R/A - Non	GH080160	58
2/8/2008	9:30	38th Ave. NW & 59th St. Ct.	INJ	GH080167	18
2/8/2008	17:39	Olympic Dr. & Hollycroft	Cycle - Non	GH080169	60
2/8/2008	23:11	3600 Harborview Dr.	H&R - Non	GH080172	44
2/9/2008	10:35	6200 Soundview Dr.	INJ	GH080174	25
2/9/2008	12:20	Burnham Dr. & Borgen Blvd.	H&R	GH080176	N/A
2/12/2008	13:30	5225 Olympic Dr.	P-Lot	GH080188	25
2/14/2008	7:36	4905 Rosedale St.	INJ	GH080196	71
2/15/2008	12:57	4815 Pt. Fosdick Dr.	P-Lot	GH080200	77
2/15/2008	21:23	Pioneer Way & Stinson Ave.	Non	GH080203	17
2/16/2008	12:25	Harbor Hill & Borgen Blvd.	Non	GH080204	18
2/17/2008	20:47	5100 Blk Borgen Blvd.	Non	GH080207	17
2/19/2008	15:15	4900 Olympic Dr.	INJ	GH080213	41
2/19/2008	13:10	7512 Stanich Ln	H&R	GH080211	63
2/22/2008	10:10	3600 Pt. Fosdick Dr.	Non	GH080224	16
2/22/2008	19:00	Borgen Blvd. & Burnham Dr.	H&R - Non	GH080228	N/A
2/23/2008	1:13	Hunt St. & Wollochet	Non	GH080229	22
2/23/2008	15:59	4700 Pt. Fosdick Dr.	Non	GH080234	65
2/24/2008	3:49	SR16 Westbound	INJ	GH080247	41
2/27/2008	14:30	4803 Pt. Fosdick Dr.	Non	GH080245	38

During the 2008 Budget process we identified our average response time in minutes to all calls for service as a performance measure. We will be tracking our response times throughout the year. In February our average response time was 7.00 minutes (this is a reduction from January's average response time of 7.46 minutes). Our goal for the year is 6.00 minutes.

2008

	P1	P2	P3
January	4.5	7.7	10.2
February	4.6	7.3	9.1
March	0	0	0
April	0	0	0
May	0	0	0
June	0	0	0
July	0	0	0
August	0	0	0
September	0	0	0
October	0	0	0
November	0	0	0
December	0	0	0
Totals	9.1	15	19.3
Minutes	4.55	7.50	9.65

YTD

Attached you will find several graphs that track 2008 monthly statistics. I have left data from the last two years on several graphs to provide a baseline with which to compare our current activity levels as we progress through 2008 (remember some of the graphs contain cumulative numbers).

Our newest officer Joe Hicks has been doing very well with our field training program. He is close to the midway point and it appears he may be ready to go solo sooner than is the norm. Joe was recently involved in an agency assist with Washington State Patrol and Tacoma Police with a jumper on the new bridge. I have provided a narrative on the incident submitted by his field training officer Gary Dahm for your information.

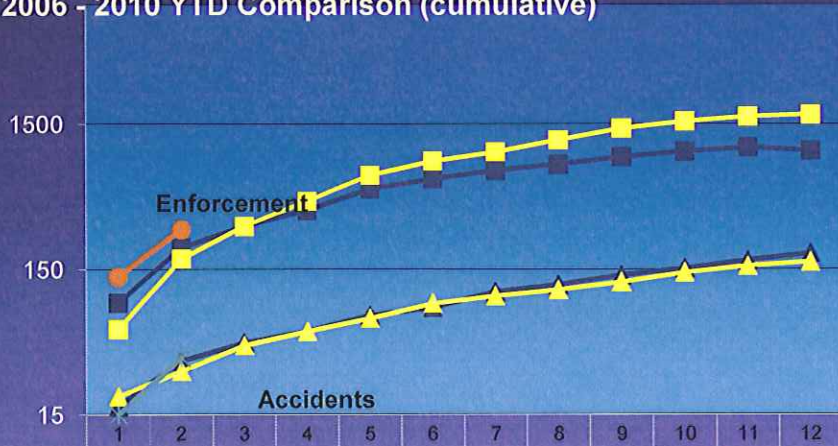
I would like to make you aware of call Officer Hicks responded to on Monday morning at approximately 0500 hours. There was a report of a person on the westbound Narrows Bridge standing next to rail. Officer Hicks responded to the Bridge and when we arrived a Tacoma Police Officer was holding onto a female who had jumped over the rail. A Washington State Trooper arrived moments before we stopped and the Trooper and Tacoma Officer pulled the female back over the rail. Officer Hicks ran to assist them and jumped right in and helped them by handcuffing the uncooperative female. The female was secured and placed into the back of a patrol car without further incident. There was a vehicle adjacent to where the woman had tried to jump over and a baby was discovered

in a car seat. Officer Hicks checked on the baby who was asleep and found the woman's suicide note sitting in the baby seat. Officer Hicks took the baby seat out of the vehicle and the baby was secured in another patrol car.

Officer Hicks quick actions and professional response to this call directly reflects on the Gig Harbor Police Department. I was impressed with Officer Hicks response to this call and how he represented the Gig Harbor Police Department.

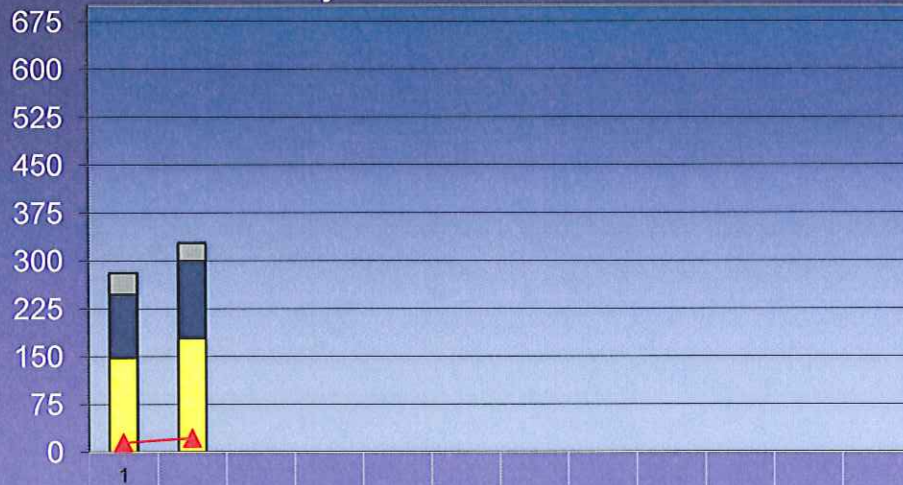
Great job Joe!

Trends: Traffic Enforcements vs. Accidents
2006 - 2010 YTD Comparison (cumulative)



2006 Infractions + Citations	88	211	297	382	536	628	717	788	888	970	1038	985
2007 Infractions + Citations	58	178	297	442	665	833	961	1164	1396	1563	1682	1738
2008 Infractions + Citations	133	282										
2009 Infractions + Citations												
2010 Infractions + Citations												
2006 reportable accidents	17	35	47	56	72	82	105	117	136	152	173	194
2007 reportable accidents	20	30	45	56	69	87	98	108	122	142	158	169
2008 reportable accidents	15	37										
2009 reportable accidents												
2010 reportable accidents												

Annual
Traffic Enforcement vs. Accidents Comparison
Monthly Totals



Criminal Traffic Citations	34	28
Infractions	99	121
Verbal Warnings	148	179
Accidents	15	22

3/19/08

MAYOR + COUNCIL -

PLEASE SEE THE ATTACHED PETITION THAT WE RECEIVED AT LAST NIGHT'S WESTSIDE COMMUNITY MEETING.

WE AS STAFF STARTED LOOKING INTO THIS REQUEST A COUPLE OF MONTHS AGO, AND WE HAVE SOME IDEAS/RECOMMENDATIONS TO GET IT DONE THIS YEAR OR NEXT.

WE WILL FOLLOWUP WITH VONNIE MOORE (858-0712) WHO CIRCULATED THIS PETITION, AND ^{WE} WILL BE GIVING YOU A RECOMMENDATION AT AN OPNS COMMITTEE MTG IN THE NEAR FUTURE.

THE SIDEWALK THEY ARE REQUESTING WOULD GO FROM THE LIBRARY TO BRIARWOOD ON PT. FOSDICK.

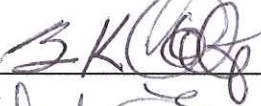
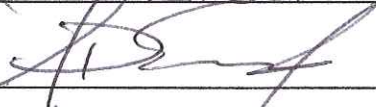
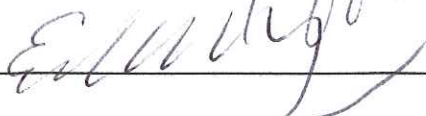
- Rob Kalinsky

PETITION FOR SIDEWALK EXTENSION

March 2008

We the residents of Quail Park request consideration for a SIDEWALK EXTENSION from the end of the existing sidewalk at approximately 4425 Harbor Country Drive and Pt. Fosdick to 41st Street and Pt. Fosdick (entrance to Quail Park).

Thank you.

R N Moore	Jessye Whew
Jeff Byrd	Patty Cox
Tracy Holmes	Nedra Allen
Michael R	Du All
Carly Moss	Bud Wagner
Phil Moss	Leonard Quinn
	Ed Covey
Charlotte Blackburn	Linda Cover
BK  + Sound Wall Curb, gutter, sidewalk.	Madure
Michael Emmett	Ronald R. Jasley
	Margaret Jasley
Will Head	Bob Wood
Hanie W	Joel Schultz
John Brown	Lisa A. Chaff
Steve Berman	Barbara Griffith
MYACHA BERMAN	Ed 

Connie McKinney

John R. Gustafson

Brook Bunting

Maria Bunting

E. J. Mathe

Becky Con

ng Carter

David S. L

Carol Cote

James Whalen

E. Y. Lu ✓

Debbie Jan

Jay Kelly

Wynn G. Carter

Candy Nystul

Marcy B. Fisher

John Carter

Kathy Smoots

Brend Smoots