

Gig Harbor City Council Meeting

**January 12, 2009
6:00 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
January 12, 2009 – 6:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of: a) Special City Council Meeting of December 1, 2008; b) Special City Council Meeting of December 15, 2008; and c) City Council Meeting of Dec. 8th, 2008.
2. Receive and File: a) FEMA Mitigation Plan Approval; b) Memorandums on Contracts for Utility Comp Plans; c) GHPD Monthly Report for November.
3. Correspondence / Proclamations: Pierce County READS.
4. Liquor License Renewals: Thai Hut; Cigar Land; Gig Harbor Chevron; Brix 25 Restaurant; Kimball Espresso Gallery; and Fondi.
5. Resolution No. 781- Amending the Arts Commission Meeting Time.
6. Resolution No. 782 - Rejecting All Bids on the Skansie Reservoir Repainting Project.
7. Pierce County Historic Preservation Grant Agreement – City Park Re-Roofing Project.
8. Healthy Harbor Contract: Beth Wolfe DBA Wolfe Events NW LLC.
9. WSDOT Interlocal Agreement for Geotechnical Services for BB16/Hospital Mitigation Improvements, Phase 2.
10. Well No. 10 Drilling Project - Construction Contract Award.
11. Canterwood Blvd. Change Order No. 1 – Delete Work at Wetland 1.
12. Cash Set Aside Agreement with Franciscan Health System.
13. Approval of Payment of Bills for January 12, 2009: Checks #59655 through #59931 in the amount of \$2,343,424.15.
14. Approval of Payroll for the month of December: Checks #5312 through #5336 and direct deposits in the amount of: \$339,251.62.

PRESENTATIONS: Proclamation: Pierce County READS – Lynn Zeiher.

EXECUTIVE SESSION: To discuss pending litigation per RCW 42.30.110(1)(i), and a personnel matter per RCW 42.30.140(4)(a).

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Interim Financing for Wastewater Treatment Plant Expansion Project
2. Public Meeting – Rossi Annexation.
3. Mayor Pro Tem / Council Committees – 2009.
4. Public Hearing - Latecomers Agreement – Olympic Property Group.

5. Eddon Boat Change Order Authority.
6. Harbor Cove Settlement Agreement & Mutual Release and Promissory Note.

STAFF REPORT:

1. 2009 Comprehensive Plan Amendment - Grandview / Stinson: Process and Schedule.
2. Snow Event Report.
3. Canterwood Annexation Update.

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Operations and Public Projects: Thu. Jan. 15th at 3:00 p.m.
2. SR16/Burnham Dr/Borgen Boulevard Interim Improvements Public Meeting: Jan. 21st at 3:30 p.m.
3. Boards and Commission Candidate Review Committee – Mon. Jan. 26th at 4:30 p.m.
4. GH North Traffic Options Committee – Wed., Feb. 25, at 9:00 a.m. in Community Rooms A & B.

ADJOURN TO WORKSTUDY SESSION: Rod Stevens: Downtown Business Strategy.

GIG HARBOR CITY COUNCIL SPECIAL MEETING

December 1, 2008 – 6:00 p.m.

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

CALL TO ORDER: 6:01 p.m.

PLEDGE OF ALLEGIANCE:

NEW BUSINESS:

1. Public Hearing to Consider City Attorney / Legal Counsel Proposals.
Mayor Hunter gave an overview of the process to review the sixteen Requests for Proposals received for attorney services to narrow the choice to six who were interviewed. This resulted in three firms who were invited back for a second interview process.

The public hearing was opened at 6:05 p.m. No one came forward to speak and so the public hearing closed.

MOTION: Move to authorize the Mayor to negotiate a contract with Ogden Murphy Wallace, LLC for legal services.
Young / Franich –

Councilmember Young commented that Ogden Murphy Wallace provides legal services for a number of cities with an approach towards local government and decades of municipal experience. In addition, the city has a history with the firm.

Councilmember Franich said that he didn't participate in the interview process, but agreed with the level of experience that Ogden Murphy Wallace possesses. He mentioned that he was unhappy with several decisions made by Mr. Kenyon when he served as the city's Hearing Examiner and that McGavick and Graves looks interesting, but they don't have the same level of experience as Ogden Murphy Wallace.

Councilmember Ekberg agreed with Councilmember Young. He said that in looking for specialized municipal experience, the city would be well-served by either Kenyon Disend or Ogden Murphy Wallace. The city has past experience with OMW and that is what has influenced his decision.

Councilmember Kadzik said that he was unable to participate in the interviews but was interested in what the other Councilmembers had to say.

Councilmember Conan said that Ogden Murphy Wallace wasn't his first choice because the lead attorney isn't as experienced as some of the others. He said

that all three firms would provide good attorney service. He mentioned the Kenyon / Hearing Examiner connection, stressing that Mr. Kenyon would not be the city's attorney. He said that he would prefer one of the other two firms over OMW.

Councilmember Young mentioned the distance issue with OMW and asked staff to keep a close eye on expenses and to use technology to close the gap.

Councilmember Conan said that he too likes the use of video conferencing, but added that having someone in the room is helpful; it may take some time to transition to video.

Councilmember Payne said that we couldn't go wrong with any one of the three firms. He said that McGavick Graves may not have the level of municipal experience and that he was attracted to the video conferencing option offered by OMW. He commented that during the interviews he found himself listening more to Scott Snyder than to Ms. Belbeck, which was a concern. He said that Ms. Kerslake (Kenyon Disend) best served what he was looking for in a firm and that he like the synergy between the team at McGavick Graves. He said that Ms. Kerslake would be his choice, but he would be fine with any one of the firms.

Councilmember Malich said he got to sit in on a couple of the interviews, but missed the one with McGavick Graves. He said that the most logical and practical matters besides cost are location and access to an attorney. He said that he would turn to McGavick Graves as the first choice with OMW as the second.

Councilmember Payne mentioned another point that Ms. Forbes passes by Gig Harbor on her way to work and that Ms. Kerslake lives right across the bridge. This may allow them to be in a better position to be invested in our community.

Councilmember Kadzik said that per their proposals, his first choice would be with McGavick Graves and second would be Kenyon Disend. He discounted any past history with Mr. Kenyon, adding that he likes the idea of having an attorney close by. He said he was impressed with staff's recommendation for Ms. Kerslake as that is where the interface occurs, and so he would lean towards this choice.

Councilmember Conan said that Councilmember Kadzik makes a good point about the staff recommendation.

RESTATED MOTION: Move to authorize the Mayor to negotiate a contract with Ogden Murphy Wallace, LLC for legal services.

Young / Franich – roll call vote:

Ekberg – yes; Young – yes; Franich – yes; Conan – no; Malich – yes; Payne – no; and Kadzik – no. The motion carries four to three in favor.

2. Addendum to Agreement for Legal Services / Ogden Murphy Wallace.
Rob Karlinsey presented this addendum that would allow Scott Snyder to provide legal services generally performed by a City Attorney until the transition of a new firm in 2009.

MOTION: Move to authorize the Mayor to sign the Addendum to Agreement with Ogden Murphy Wallace, PLLC for Legal Services in 2008.
Payne / Kadzik – unanimously approved.

EXECUTIVE SESSION: To discuss pending and potential litigation per RCW 42.30.110(1)(i); property acquisition per RCW 42.20.110(1)(b) and guild negotiations per RCW 42.30.140(4)(a).

MOTION: Move to adjourn to Executive Session at 6:27 p.m. for approximately one hour and fifteen minutes to discuss pending and potential litigation per RCW 42.30.110(1)(i); property acquisition per RCW 42.20.110(1)(b) and guild negotiations per RCW 42.30.140(4)(a).
Franich / Conan – unanimously approved.

MOTION: Move to return to regular session at 7:42 p.m.
Kadzik / Conan – unanimously approved.

MOTION: Move to return to Executive Session for another forty-five minutes.
Kadzik / Conan – unanimously approved.

MOTION: Move to return to regular session at 8:30 p.m.

ADJOURN:

MOTION: Move to adjourn at 8:30 p.m.
Kadzik / Conan – unanimously approved.

CD recorder utilized:
Disk #1 Tracks 4-5

Charles Hunter, Mayor

Maureen Whitaker, Asst. City Clerk

GIG HARBOR CITY COUNCIL MEETING OF DECEMBER 8, 2008

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

CALL TO ORDER: 6:03 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of Nov. 24, 2008.
2. Receive and File: a) Minutes - BB16 Workstudy Session Nov. 10, 2008; b) Budget Worksession Nov. 03, 2008; c) Budget Worksession Nov. 4, 2008; d) Budget Worksession Nov. 17, 2008; e) Building / Fire Safety Monthly Report; f) Letter from FEMA; g) Intergovernmental Affairs Minutes 8-11-08; h) Letter from Harbor History Museum; i) Letter from Canterwood.
3. Appointment to the Parks Commission.
4. Resolution – Amending Meeting Times for the Planning Commission and Design Review Board.
5. Resolution – Updating the Fee Schedule.
6. Resolution – Surplus Equipment.
7. Setting Date for Public Meeting – Rossi Annexation of One Parcel.
8. Special Occasion Liquor License – Homestead Group Home.
9. Eddon Boatyard Construction Easement – Nicolich.
10. Harbor History Museum Easement Phase I Environmental Site Assessment.
11. Sanitary Sewer Facilities Easement and Maintenance Agreement – Canterwood Division 11 Phase 3 & 4.
12. Austin Street and Harborview Drive Roadway Rehabilitation Project – Construction Contract and Materials Testing Contract Award.
13. Federal and State Lobbying Contracts.
14. Release and Settlement Agreement – Kvinsland.
15. Approval of Payment of Bills for Nov. 24, 2008.
16. Approval of Payroll for the month of November: Checks #5289 through #5311 and direct deposits in the total amount of \$345,266.78.

MOTION: Move to adopt the consent agenda as presented.
Kadzik / Payne – six voted in favor. Councilmember Franich voted no.

The Mayor and Council welcomed Emily Cross to the Parks Commission, commenting that it is nice to see new people volunteering for the city's committees.

OLD BUSINESS:

1. Public Hearing and Second Reading of Ordinance – Adopting the 2009 Budget. Mayor Hunter opened the public hearing at 6:07 p.m. No one came forward to speak and the hearing closed.

David Rodenbach, Finance Director, mentioned corrections to the budget documents from the first reading and offered to answer questions.

MOTION: Move to adopt Ordinance 1149 adopting the 2009 Budget.
Payne / Kadzik – unanimously approved.

2. Second Reading of Ordinance – 2008 Budget Amendment. David Rodenbach presented the background on this ordinance to correct an under-budget in the street fund and over-budget in the storm fund.

MOTION: Move to adopt Ordinance 1150 amending the 2008 Budget.
Young / Ekberg – unanimously approved.

3. Resolution – Adopting Findings of Fact for Denial of Comp Plan Amendments 08-0001. Tom Dolan, Planning Director, explained that municipal code requires that any comprehensive plan amendment that is rejected to be addressed in a resolution.

MOTION: Move to adopt Resolution No. 779 containing Findings of Fact for Denial of Comp Plan Amendment COMP 08-0001.
Ekberg / Franich -

Scott Snyder, Legal Counsel, explained that this is not quasi-judicial but a legislative action. Adopting the finding of fact are in compliance with the Growth Management Act and as a legislative action, Council is free to reconsider it at any time.

Councilmember Payne said that this Comp Plan Amendment and Development Agreement are still worth consideration explaining that any time you have an opportunity to work with a developer it gives a certain level of control over the project. The proposed land use zoning would be more appropriate for this piece of property, he said, adding that he wished that more consideration would have been given to the environmental issues. He said that he will be voting against findings for denial of this Comp Plan Amendment request.

Councilmember Kadzik agreed by saying that this is an opportunity to compromise and come up with a good solution for this property. He said he would like to see this go forward and he too would be voting against the denial.

Councilmember Conan said he would also vote against the resolution. He said this is a great opportunity for the city to exchange asphalt for more trees. A lot of folks may just see this as just big buildings rather than considering what could be built under current code, he stressed. He then said that more trees could hide the buildings and many other issues could be worked out in the development agreement. He finalized by saying he hopes that perhaps next year there would be another opportunity to consider this, suggesting that people keep an option mind.

RESTATED MOTION: Move to adopt Resolution No. 779 containing Findings of Fact for Denial of Comp Plan Amendment COMP 08-0001.
Ekberg / Franich – four voted in favor. Councilmembers Conan, Payne and Kadzik voted no. Motion carried 4-3.

4. Adoption of Findings and Conclusions for the 2008 Comprehensive Plan Ordinance. Tom Dolan explained that this ordinance contains the findings and conclusions that would approve eight of the 2008 Comprehensive Plan Amendments and deny COMP 08-0001.

Councilmember Payne said that he would be calling for a Council-initiated Comp Plan Amendment for next year to revisit 08-0001.

MOTION: Move to adopt Ordinance 1151 adopting Findings and Conclusions for the adoption of the 2008 Comprehensive Plan.
Ekberg / Young – unanimously approved.

MOTION: Move to initiate a Council-initiated Comp Plan Amendment reflective of 08-0001 for next years' docket.
Payne / Conan –

Councilmember Young said that much of the problem with this amendment was due to process, suggesting that rather than Council applying for a Comp Plan Amendment, that staff and the Planning Commission be directed to further negotiate a development agreement for the site. The developer could then apply for a site-specific map amendment.

Mr. Snyder, Legal Counsel, explained that the development agreement has to be consistent with the provisions of the underlying code. It would be logically impossible to proceed with a development agreement without considering it in light of the Comp Plan Amendment. He suggested that perhaps the motion could be amended to allow both the development agreement and the docketed Comp Plan Amendment to go forward. He added that by initiating the Comp Plan Amendment, the city isn't taking a position on whether or not it should be approved, but whether it should be considered as part of the next year's process.

Tom Dolan explained that if staff is directed to move forward with this it would have to be done by February 27th, which isn't much time to negotiate a development agreement before the Comp Plan Amendment is approved. Councilmember Young responded that his intent is to get this done quickly as the property owners have been through four comp plan cycles already. He asked how quickly staff and the Planning Commission could get started on both the development agreement and the Comp Plan Amendment.

Mayor Hunter pointed out that there is no sewer concurrency and therefore nothing could be built on the property at this time.

Mr. Dolan suggested taking the opportunity to meet with the property owner to find out what can be done and come back at the next meeting with a course of action. Councilmember Franich asked for clarification on Council initiating this action and whether a Councilmember who might have a relationship with a property owner should recuse themselves from comment and action.

Mr. Snyder responded by saying that City Council has the right to initiate changes to the Comprehensive Plan; this action is putting the amendment back for consideration without taking any position. This is a legislative matter and unless a Councilmember has a direct financial interest as defined by state law, they are free to proceed.

Councilmember Malich asked for clarification on the motion to bring reconsider something that was just resolved. Councilmember Payne explained that this isn't to reconsider but to put it back on the docket next year.

Councilmember Ekberg further clarified that because of the immediacy of this and because it wasn't on the agenda, staff is directed to come back at the next meeting with a proposal to outline how this request could be properly acted upon by Council. He added that he also understands that Councilmember Payne doesn't want the same proposal coming back; with the progress that occurred during the six-month negotiation with the neighbors and because we ran out of time, he doesn't want it to just drop off. Councilmember Ekberg said that with enough direction this can be addressed as an agenda item at the next meeting.

Councilmember Payne withdrew his motion and Councilmember Conan withdrew his second.

Councilmember Franich stressed that if this is coming back he wants provisions in the development agreement to address any possible issue in which a tree could be damaged during construction or by removal of other trees and how those trees will be replaced.

Councilmember Malich said that for the public record, the property owner said at the last meeting that he was not interested in any continuation of the process. Councilmember Young responded that this is why he wants to schedule this for the early part of the year.

Tom Dolan gave a brief overview of the anticipated Comp Plan Amendments for next year. He said he would include the earliest date that these could be adopted in his report.

Councilmembers discussed the importance of extensive and early public input.

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – Gross Floor Area Definition. Jennifer Kester, Senior Planner, presented the background information on this

ordinance, explaining that the purpose of the change is to allow for attics and underground floor areas to be excluded from gross floor area calculation in all but the waterfront zoning districts. She addressed Council's questions on the ordinance.

Mayor Hunter opened the public hearing at 6:47 p.m.

Dennis Reynolds – 200 Winslow Way West, Ste 380, Bainbridge Island, WA 98110.

Mr. Reynolds said that he represents clients in the Millville District, and that he supports the ordinance in part, but his client's asked him to get their concerns on record. He said that under existing law, his clients have a 3,500 square feet limit for commercial structures. They requested that the Planning Commission not include the underground portions of a building in that calculation, but the Planning Commission has said no. While other zones are getting relief from this restriction, it isn't available for Waterfront Millville. This results in an impractical consequence due to the constraints of the relatively small lots. The only way to meet parking requirements is to have underground garage and once you do that you are limited to maybe a one-story building of 1700 to 1800 square feet; which is not practical from a commercial standpoint. Mr. Reynolds said he read of an excellent business strategy plan coming before Council that says it is a good idea to live, work, walk, play and shop in the downtown area; but if you are going to have jobs you need a system that is practical in terms of commercial development and space. He said that their litigation has been stayed for two years in order to work with the Planning Commission to come up with a solution, and now the suggestion is to put this matter off until the update to the Shoreline Master Plan and additional Planning processes. He stressed that his client cannot wait any longer and objected to the fact that the Waterfront Millville District is getting no relief. Mr. Reynolds than mentioned the filing from the city's attorney in this litigation withdrawing from the case, and the agenda item for new city attorney services. He said that Ogden Murphy Wallace is a very good firm and so the city should direct them to enter a notice of substitution in the litigation.

There were no further comments and the public hearing closed at 6:50 p.m.

Ms. Kester responded to questions raised about the exclusion of the waterfront zones by explaining that the Planning Commission felt that without considering all of the development standards that will be a part of the updates to the Shoreline Master Plan, it would be premature to remove underground floor area from the gross floor area calculation at this time.

Scott Snyder, Legal Counsel, responded to a question regarding regulating intensity of use by explaining that generally, the use itself is subject to regulation as long as it consistent with the Shoreline Master Plan.

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

2. First Reading of Ordinance – Water & Sewer Revenue Bonds. David Rodenbach, Finance Director, explained that the purpose of this bond is to make sure to have sufficient funds for the Wastewater Treatment Plant Expansion before the construction

contract is awarded. He said that the city wouldn't learn whether they qualify for a low interest rate Public Works Trust Fund Loan until May or June and so a decision must be made to either move ahead with a revenue bond at this time or wait until June.

Dave Traegaser, Senior Vice President D.A. Davidson. Mr. Traegaser addressed Council questions. He explained that if Council decides to go forward with the bond the proceeds would be available in late January or early February; the bond process takes roughly three weeks to complete from the time that the decision is made. He said that the current rates in the bond market are averaging 5% fixed rate for 20 year financing, and the market is in better shape than when he was here two months ago. He further explained another option for a short-term interim bridge financing done as a tax-exempt bond anticipation note similar to a line of credit or a fixed-rate note. He said that the risks if you have to go ahead with the bond anticipation note in June are the interest rate and access to the bond market. He addressed Council questions about credit rating, rates and the cost of bond issuance.

Councilmembers discussed the different options and directed staff to come back with more information on short-term financing solutions.

3. Prosecuting Attorney RFP and Contract – Approved for form. Rob Karlinsey gave a brief overview of this request for proposals and asked for Council approval to move forward.

MOTION: Move to approve as to form the Prosecuting Attorney Request for Proposals and Contract.

Conan / Ekberg – unanimously approved.

4. Interlocal Agreement for Design Review Services for BB16/Hospital Mitigation Improvements Phase 2 – WSDOT. David Stubchaer, Public Works Director, presented this agreement to perform the 30, 60 and 90% review of Phase 2 of this project. He addressed Council's questions.

MOTION: Move to approve the WSDOT/City of Gig Harbor Interlocal Agreement for Design Review Services for the BB16/Hospital Mitigation Improvements, Phase 2 in the amount not to exceed One Hundred and Ninety Five Thousand Dollars, (\$195,000).

Young / Payne – unanimously approved.

5. BB16/Hospital Mitigation Improvements Phase 2: Supplement to Design Contract. David Stubchaer explained that this is a supplement to the existing contract with David Evans and Associates to finish the design for the interim improvements and allow them to address comments from WSDOT. He said that Franciscan Health Systems has agreed to reimburse the city for these services.

Mike Clark, David Evans and Associates, responded to Council's questions regarding the contract by explaining that the amount of the amendment to the contract is part of the original estimate, not an additional amount.

MOTION: Move to approve the supplement to the current consultant services contract with David Evans and Associates in an amount not to exceed \$637,826.75.

Young / Ekberg – unanimously approved.

6. City Attorney Contract. Rob Karlinsey presented the key points of the contract with Ogden Murphy Wallace for City Attorney Services.

Councilmembers commented on the terms of the contract. Scott Snyder responded that they are very much interested in long-term relationships and not a monthly bill. He mentioned that these rates will be used for the entire month rather than trying to divide out the interim services from the new contract services.

MOTION: Move to authorize the Mayor to execute an agreement for legal services with Ogden Murphy Wallace as presented.

Payne / Kadzik – unanimously approved.

STAFF REPORT:

1. Downtown Business Plan. Rob Karlinsey announced that the business plan had been included in the packet and asked Council to review the information for a presentation after the first of the year. He said that a full-color copy is available on the city's web-site and would be printed for the upcoming worksession.

PUBLIC COMMENT: None.

MAYOR'S REPORT / COUNCIL COMMENTS:

Councilmember Franich wished everyone a Merry Christmas.

Councilmember Payne asked staff if they could come back with suggestions to amend the code to address the Comp Plan Amendment process. Specifically, to make sure that no other modifications other than administrative changes are made to an amendment after the Planning Commission has processed the information. The second recommendation is to require more public outreach by the applicant to ensure input occurs during the process.

Councilmember Kadzik also wished everyone a joyous Christmas Season and New Year. He pointed out that the nice Christmas lights downtown were provided by the Gig Harbor Historic Waterfront Association.

ANNOUNCEMENT OF OTHER MEETINGS:

- 1. No second City Council Meeting in December.
- 2. GH North Traffic Options Committee – Wednesday, January 14th, at 9:00 a.m. in Community Rooms A & B.

EXECUTIVE SESSION: To discuss potential litigation per RCW 42.30.110(1)(i).

MOTION: Move to adjourn to Executive Session at 7:40 p.m. for thirty minutes to discuss potential litigation per RCW 42.30.110(1)(i).
Franich / Conan – unanimously approved.

MOTION: Move to go back into regular session at 8:10 p.m.
Conan / Payne – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 8:10 p.m.
Franich / Conan – unanimously approved.

CD recorder utilized:
Tracks 1001 – 1040

Charles Hunter, Mayor

Molly Towslee, City Clerk

GIG HARBOR CITY COUNCIL SPECIAL MEETING OF DECEMBER 15, 2008

PRESENT: Councilmembers Ekberg, Franich, Conan, Malich, Payne and Mayor Hunter. Councilmember Young came later in the meeting. Councilmember Kadzik was absent.

CALL TO ORDER: 4:00 p.m.

PLEDGE OF ALLEGIANCE:

EXECUTIVE SESSION: For the purpose of discussing potential litigation per RCW 42.30.110(1)(i) and Guild Negotiations per RCW 42.30.140(4)(a).

MOTION: Move to change the order of the agenda to have the Executive Session after New Business.
Conan / Payne – unanimously approved.

NEW BUSINESS:

1. **Eddon Boat – Construction Contract Award.** Steve Misiurak, City Engineer presented the background for the construction contract award. He reported that there were seven bids received. Rush Commercial Construction, Inc. was the lowest responsive bidder. Councilmember Malich asked for clarification on “responsive” in relation to the bidders. Mr. Misiurak explained that in order to be considered “responsive”, the bidder must have no bid irregularities on the proposal form, have the ability to perform the work, and have a favorable past history. Marcos McGraw, Project Manager explained that the grant funding source of \$980,000 is limited to construction and stated that the city addressed everything as best as possible, however there could be unforeseen costs. There is \$95,000 in the general fund to help with the construction of the restrooms. Councilmember Payne asked if the grant can take care of certain unknowns. Rob Karlinsey stated that the grant is limited and will not cover design and engineering costs; however any remaining grant money would be eligible for finishing the rooms upstairs, flooring, and window restoration around the entire building. Mayor Hunter explained that any eligible items that were not part of the bid and would need to come back as a change order. He further explained that the Engineer’s Estimate was \$700,000-\$900,000 and all seven bids came in under this estimate.

MOTION: Move to award the Eddon Boat Building Restoration Construction Bid Award to Rush Commercial Construction, Inc. in the not-to-exceed amount of \$564,973.00.
Payne / Ekberg – unanimously approved.

2. **Amendment to Legal Services Agreement – Morris Taraday.** Rob Karlinsey, City Administrator explained that the City has ongoing litigation as referenced in Exhibit A of the contract amendment. The amendment will allow Morris Taraday to continue to provide legal services for these seven cases.

MOTION: Move to authorize the Mayor to sign the Amendment to the legal services agreement with Carol Morris of Morris and Taraday, P.C.
Conan / Ekberg – unanimously approved.

MOTION: Motion to adjourn to Executive Session at 4:15 p.m. for thirty-five minutes to discuss potential litigation per RCW 42.30.110(1)(i) and Guild Negotiations per RCW 42.30.140(4)(a).
Franich / Malich – unanimously approved.

MOTION: Move to go back into regular session at 4:50 p.m.
Conan / Payne – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 4:50 p.m.
Ekberg / Conan – unanimously approved.

CD recorder utilized:
Tracks 1001 – 1015.

Charles Hunter, Mayor

Maureen Whitaker, Asst. City Clerk



Subject: FEMA Mitigation Plan Adoption

Dept. Origin: Building/Fire Safety

Proposed Council Action: Information only

Prepared by: D. Bower

For Agenda of: January 12, 2009

Exhibits: FEMA letter dated 11.24.08

Initial & Date

Concurred by Mayor: CLH 12/9/08
Approved by City Administrator: _____
Approved as to form by City Atty: _____
Approved by Finance Director: DR 12/9/08
Approved by Department Head: DB 12.08.08

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

In February of 2006 City staff joined other contract jurisdictions around the County in working with Pierce Co. Dept. of Emergency Management in the drafting of all-hazard mitigation plans required for federal NIMS compliance. Our local effort culminated on October 27th with the Councils adoption of the Gig Harbor plan in preparation for it's approval by FEMA.

On November 24th Pierce Co. was notified that the plans have been approved by FEMA and the cooperators, including the City of Gig Harbor, are now eligible to apply for Stafford Act hazard mitigation grants when available through November 24, 2013. A copy of the approval letter is attached for your information.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

N/A

10



FEMA

November 24, 2008

Mr. Steven C. Bailey, Director
Pierce County Department of Emergency Management
2501 South 35th Street
Tacoma, Washington 98409-7405

Dear Mr. Bailey:

The U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) has approved the **Region 5 Hazard Mitigation Plan** as a multi-jurisdictional local plan as outlined in 44 CFR Part 201. With approval of this plan, the following entities are now eligible to apply for the Robert T. Stafford Disaster Relief and Emergency Assistance Act's hazard mitigation project grants and Flood Mitigation Assistance project grants through November 24, 2013:

Cities and Towns:	Fire Districts:	School Districts:	Utilities:
City of Buckley	Lakewood Fire Department (PCFD #2)	Carbonado SD	Clear Lake Water District
City of Dupont	PCFD #8	Dieringer SD	Lakewood Water District
City of Edgewood	PCFD #23	Fife SD	Mt. View-Edgewood Water Company
City of Fircrest			
City of Gig Harbor			
Town of Eatonville			
Town of South Prairie			
Town of Wilkeson			

The plan's approval provides the above jurisdictions eligibility to apply for hazard mitigation projects through your State. All requests for funding will be evaluated individually according to the specific eligibility and other requirements of the particular program under which the application is submitted. For example, a specific mitigation activity or project identified in the plan may not meet the eligibility requirements for FEMA funding, and even eligible mitigation activities are not automatically approved for FEMA funding under any of the aforementioned programs.

Over the next five years, we encourage your communities to follow the plan's schedule for monitoring and updating the plan, and to develop further mitigation actions. The plan must be

Mr. Steven C. Bailey, Director
November 24, 2008
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reviewed, revised as appropriate, and resubmitted for approval within five years in order to continue project grant eligibility.

If you have questions regarding your plan's approval or FEMA's mitigation grant programs, please contact our State counterpart, Washington Emergency Management Division, which coordinates and administers these efforts for local entities.

Sincerely,



for Mark Carey, Director
Mitigation Division

cc: Mark Stewart, Washington Emergency Management Division

Enclosure

KM:bb




COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

DATE: January 7, 2009

TO: Mayor Chuck Hunter
City of Gig Harbor City Council

CC: David Stubchaer, PE, Public Works Director
Rob Karlinsey, City Administrator
Dave Rodenbach, Finance Director

FROM: Jeff Langhelm, PE, Senior Engineer 

SUBJECT: **Carry-over of Comprehensive Plan Contract Work**

The City of Gig Harbor has contracted with three engineering firms to assist the City with preparing updates to the City's three utility comprehensive plans. These utility comprehensive plans include the water comprehensive plan, wastewater comprehensive plan, and stormwater comprehensive plan. The firms assisting with the preparation of these plans include, respectively, Roth Hill Engineering, HDR Inc., and Pace Engineers.

City staff anticipated the work and the budget associated with these comprehensive plans would be completed by January 2009 and therefore did not budget for this work to be performed as part of the 2009 Budget. However, a limited amount of the existing contract work still remains.

The remaining amount budgeted in 2008 for this contract work will therefore increase the anticipated ending fund balance in 2008 and be carried over into 2009 for each of the respective utility funds. The following chart shows the amount spent and the remaining contract amount as of the date of this memo.

Budget Item	Original Budget	Spent thru November 2008	Remaining Amount	Anticipated 2008 Ending Balance
Water Comp Plan	\$160,000	\$143,824	\$16,176	\$385,000
Wastewater Comp Plan	\$175,000	\$140,682	\$34,318	\$913,000
Stormwater Comp Plan	\$100,000	\$53,632	\$46,368	\$101,000

K:\DATA\City Projects\Projects\0609 Water Comprehensive Plan Update 2006\Council Memo RE Utility Comp Plan Contract Budgets.doc



**Subject: Gig Harbor Police November 2008
Council Report**

Proposed Council Action: Review and file

Dept. Origin: Police Department

Prepared by: Chief Mike Davis *(Signature)*

For Agenda of: January 12, 2008

Exhibits: Report attached

Initial & Date

Concurred by Mayor:

CH 1/7/09

Approved by City Administrator:

PK 1/7/09

Approved as to form by City Atty:

N/A

Approved by Finance Director:

N/A

Approved by Department Head:

MD 1/7/09

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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POLICE

TO: MAYOR CHUCK HUNTER AND CITY COUNCIL
 FROM: CHIEF OF POLICE MIKE DAVIS *MD*
 SUBJECT: GHPD MONTHLY REPORT FOR NOVEMBER 2008
 DATE: JANUARY 13, 2009

DEPARTMENTAL ACTIVITIES

- 2008 YTD **calls for service** when compared to 2007 YTD **calls for service** show an increase of 2394 dispatched calls.
- In 2008 so far, we have seen 245 more **reports written** by our officers than in 2007 YTD. Our demand for services has increased dramatically, which may account for the decrease in other officer initiated activity such as traffic infractions. We have also been down one position since the first of the year and a second position since September.
- **DUI arrests** for 2008 YTD are up by one (1) compared to 2007 YTD! Our **traffic infractions** are down 308 so far this year; and our **criminal traffic citations** are up by 66. Statistics show our 2008 YTD **traffic accidents** have increased by 37 accidents when compared to 2007 YTD. Thankfully, most of the accidents continue to be non-injury.
- 2008 YTD statistics show our **misdemeanor** arrests are up by 83 and our **felony arrests** are up by 40 when compared to 2007.

Category	November 2008					
	November 2008	November 2009	Change	YTD 2008	YTD 2009	Change
Calls for Service	526	688	162	5129	7523	2394
General Reports	159	185	26	1713	1958	245
Criminal Traffic	23	34	11	223	289	66
Infractions	96	134	38	1459	1151	-308
Criminal Citations	27	14	-13	224	175	-49
Warrant Arrests	11	7	-4	96	43	-53
Traffic Reports	16	17	1	156	193	37
DUI Arrests	6	11	5	70	71	1
Misdemeanor Arrests	46	51	5	371	454	83
Felony Arrests	12	18	6	41	81	40
FIR's	8	0	-8	28	12	-16

The Reserve Unit provided a total of 64 hours of support to our regular officers in November. Our newest reserve, Grant Boere was hired as a deputy with the Jefferson County Sheriff's Office. We wish him luck with his new career!

- Grant Boere—10 hours
- Ed Santana—27 hours
- Lori Myers—10 hours
- Kris Johnson—17 hours

COPS volunteer Ken McCray volunteered 19 hours in the month of November.

During the month of November the **Marine Services Unit (MSU)** was inactive

TRAFFIC ACCIDENTS FOR NOVEMBER 2008					
DATE	TIME	LOCATION	TYPE	CASE#	AGE
11/1/2008	1920	5300 Olympic Dr	Non	GH081412	17
11/3/2008	1712	4800 Blk Point Fosdick Dr	Non	GH081422	30
11/4/2008	1430	Rosedale St at Skansie Ave	Non	GH081433	67
11/7/2008	937	5500 Olympic Dr	Non	GH081439	42
11/11/2008	2234	Olympic Dr at Point Fosdick Dr	INJ/ In intersection	GH081461	25
11/12/2008	1320	5100 Borgen Blvd	Non	GH081464	33
11/17/2008	529	Point Fosdick at Briarwood Ln	INJ	GH081484	56
11/17/2008	1339	56th St at 38th Ave	Non	GH081487	23
11/18/2008	1124	N. Harborview St at Goodman Dr	Non	GH081489	59
11/18/2008	1615	6900 blk of Kimball Dr	INJ	GH081493	61
11/18/2008	1645	6600 Soundview Dr	Non	GH081494	25
11/19/2008	1700	4700 Blk Point Fosdick Dr	Non	GH081497	30
11/20/2008	1730	Olympic Dr at SR 16 On-Burnham Dr. & Borgen Blvd.ramp	H&R	GH081500	24
11/20/2008	2330	Burnham Dr. & Borgen Blvd.	R/A/Non/DUI	GH081502	48
11/21/2008	1617	46 Ave NW at Hunt ST	Non	GH081508	59
11/24/2008	1440	Olympic Dr at 56th ST	Non	GH081519	17
11/25/2008	1548	5500 blk Olympic Dr	INJ	GH081526	41
11/25/2008	1833	N. Harborview Dr at Auston St	H&R	GH081527	46
11/25/2008	1200	2727 Hollycroft ST	H&R/P-Lot	GH081566	N/A
11/26/2008	1130	5500 Olympic DR	H&R/P-Lot	GH081529	N/A
11/27/2008	1957	Wollechet Dr at Hunt St	Non/ In intersection	GH081536	24
11/28/2008	126	Point Fosdick Dr at 36th St	R/A/INJ/DUI	GH081537	37
11/28/2008	1510	5100 Blk Borgen Blvd	Non	GH081539	66

Accident Summary:

- 23-Total collisions
- 5- Injury collisions (none serious)
- 18- Non-Injury collisions

Below are the officer response times for our Priority 1, 2 and 3 calls for November 2008 YTD. Priority 1 calls are the most serious calls and usually involve an in-progress crime. Out YTD average response time to all calls is currently 6.52 seconds. Our 2008 performance measure goal for average response time to all calls is 6.00 seconds.

2008 November YTD
Response Times

	P1	P2	P3
January	4.5	7.7	10.2
February	4.6	7.3	9.1
March	3	7.2	8
April	3.52	7.48	10
May	0.03	6.7	9.7
June	3.4	6.7	9.2
July	3.3	6.8	10.3
August	2.97	7.39	9.09
September	4.4	6.65	9.02
October	2.33	6.68	7.19
November	4.07	7.55	9.19
December	0	0	0
Totals	36.12	78.15	100.99
Minutes	3.28	7.10	9.18

YTD

The statistics below were taken off our Neighborhood Crime Mapping Program that is available on our website. These statistics track individual crime categories and give a more detailed look at the *types of crimes* our officers are investigating. These statistics compare 2007 and 2008 crime category totals on a per month basis and a year to date monthly basis. Year-to-date through November 2008 there were 1163 incidents within Gig Harbor—during this same time period in 2007 we had 1313 incidents which equates to an overall 11.7% decrease in reported incidents

Kidnap/Child Lure					
	November 2007	November 2008	Year-To-Date (through November 2007)	Year-To-Date (through November 2008)	Percent Change
Child Luring	-	-	1	1	0.0%
Kidnapping (restrain or abduct)	-	-	-	-	-
Kidnap/Child Lure Total:	0	0	1	1	0.0%
Violent Crimes					

	November 2007	November 2008	Year-To-Date (through November 2007)	Year-To-Date (through November 2008)	Percent Change
<u>Aggravated Assault</u>	-	-	5	4	- 20.0%
<u>Non Aggravated Assault</u>	4	2	25	42	68.0%
<u>Homicide</u>	-	-	-	-	-
<u>Robbery</u>	1	1	7	3	- 57.1%
<i>Business:</i>	1	-	5	1	- 80.0%
<i>Residential:</i>	-	-	-	-	-
<i>Street:</i>	-	1	2	1	- 50.0%
<i>Other Robbery:</i>	-	-	-	1	N.C.*
Violent Crimes Total:	5	3	37	49	32.4%
Property Crimes					
	November 2007	November 2008	Year-To-Date (through November 2007)	Year-To-Date (through November 2008)	Percent Change
<u>Arson</u>	1	-	2	1	- 50.0%
<i>Residential Arson:</i>	-	-	-	-	-
<i>Non-Residential Arson:</i>	1	-	2	1	- 50.0%
<u>Motor Vehicle Theft</u>	5	1	40	21	- 47.5%
<u>Theft</u>	22	19	282	248	- 12.1%
<i>Gas Station Runouts:</i>	1	-	2	6	200.0%
<i>Mail Theft:</i>	-	-	1	1	0.0%
<i>Shoplifting:</i>	2	11	55	69	25.5%
<i>Theft from Vehicle:</i>	12	7	142	115	- 19.0%
<i>Other Theft:</i>	7	1	82	57	- 30.5%
<u>Burglary</u>	2	1	52	38	- 26.9%
<i>Residential Burglary:</i>	1	-	20	21	5.0%
<i>Non-Residential Burglary:</i>	1	1	32	17	- 46.9%
<u>Vandalism</u>	10	8	168	132	- 21.4%
<i>Residential Vandalism:</i>	10	8	163	125	- 23.3%
<i>Non-Residential Vandalism:</i>	-	-	5	7	40.0%
Property Crimes Total:	40	29	544	440	19.1%
Drug Crimes					
	November 2007	November 2008	Year-To-Date (through November 2007)	Year-To-Date (through November 2008)	Percent Change

			2007)	2008)	
<u>Drug Possession (Methamphetamine)</u>	-	-	7	6	- 14.3%
<u>Drug Sale/Manufacture (Methamphetamine)</u>	-	-	4	1	- 75.0%
<u>Drug Possession (Other)</u>	7	10	62	57	- 8.1%
<u>Drug Sale/Manufacture (Other)</u>	-	1	7	7	0.0%
Drug Crimes Total:	7	11	80	71	-11.3%
Warrant Arrests, Fraud, Traffic, and Other Incidents					
	November 2007	November 2008	Year-To-Date (through November 2007)	Year-To-Date (through November 2008)	Percent Change
<u>Weapons Violations</u>	1	1	7	9	28.6%
<u>Warrant Arrests</u>	5	9	80	62	- 22.5%
<u>Fraud or Forgery</u>	3	7	86	62	- 27.9%
<u>Criminal Traffic</u>	38	36	382	370	- 3.1%
<u>Liquor Law Violations</u>	3	6	37	43	16.2%
<u>Telephone Harassment</u>	-	1	7	7	0.0%
<u>Intimidation</u>	3	3	16	17	6.3%
<u>Possession of Stolen Property</u>	1	2	5	10	100.0%
Warrant Arrests, Fraud, Traffic, and Other Incidents Total:	54	65	620	580	- 6.5%
Other Crimes					
	November 2007	November 2008	Year-To-Date (through November 2007)	Year-To-Date (through November 2008)	Percent Change
<u>All Other Crimes</u>	1	3	31	19	- 38.7%
<i>Criminal Trespass :</i>	-	3	4	11	175.0%
<i>: :</i>	1	-	26	-	-100.0%
<i>Failure to Register/Sex Offender :</i>	-	-	1	2	100.0%
<i>Simple assaults :</i>	-	-	-	5	N.C.*
<i>Theft - Trailer :</i>	-	-	-	1	N.C.*
Other Crimes Total:	1	3	31	19	- 38.7%
Grand Total					
	November 2007	November 2008	Year-To-Date (through November	Year-To-Date (through November	Percent Change

Grand Total:	107	111	1313	1160 - 11.7%
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*N.C. = Not Calculable

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

WHEREAS, Pierce County READS seeks to provide, cultivate, and encourage reading opportunities for a community of readers throughout Pierce County; and

WHEREAS, Pierce County READS will be a focused three-month period, January-March 2009, when people throughout the county will read the award-winning book, participate in free programs, join with groups to discuss the book, and attend a free event to meet the nationally known, award-winning author on March 14, 2009, at 7 p.m.; and

WHEREAS, the full schedule of events and activities are available at www.piercecountylibrary.org; and,

WHEREAS, the Pierce County Library is offering this community-wide program in collaboration with numerous community partners; and

WHEREAS, Pierce County READS will foster and strengthen community involvement and unity through a shared reading activity;

NOW, THEREFORE, I, Charles Hunter, Mayor of the City of Gig Harbor, do proclaim January through March 2009 as

Pierce County READS

in recognition of Pierce County Library System and The News Tribune's Pierce County READS, sponsored by Key Foundation, a foundation funded by KeyBank and invite all citizens of Gig Harbor to join me in this special observance. In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 12th of January.

Mayor, City of Gig Harbor

Date

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE:12/03/08

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20090331

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 THAI HUT THAI CUISINE LLC	THAI HUT THAI & ASIAN CUISINE 4116 HARBORVIEW DR GIG HARBOR WA 98332 1080	078469	BEER/WINE REST - BEER/WINE
2 FENCO (USA), INC.	CIGAR LAND, GIG HARBOR 11430 51ST AVE NW STE 103 GIG HARBOR WA 98332 7897	087024	BEER/WINE SPECIALTY SHOP
3 MI CHA KIM, INC.	GIG HARBOR CHEVRON 5006 PT FOSDICK DR NW GIG HARBOR WA 98335 0000	072786	GROCERY STORE - BEER/WINE
4 HARBOR BRIX 25 INC.	BRIX 25 RESTAURANT 7707 PIONEER WAY GIG HARBOR WA 98335 1132	074950	SPIRITS/BR/WN REST LOUNGE +
5 DSF ENTERPRISES, INC	KIMBALL ESPRESSO GALLERY 6950 KIMBALL DR GIG HARBOR WA 98335 1236	403158	BEER/WINE REST - BEER/WINE BEER/WINE REST - BEER/WINE
6 RESTAURANTS UNLIMITED, INC.	FONDI 4621 POINT FOSDICK DR NW GIG HARBOR WA 98335 1707	403079	SPIRITS/BR/WN REST SERVICE BAR OFF-PREMISES SALE WINE



Business of the City Council
City of Gig Harbor, WA

Subject: Arts Commission Meeting Time

Proposed Council Action: Approve the Resolution to move the Arts Commission regular meeting time from 7pm to 5:30pm each month.

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton
Special Projects

For Agenda of: January 12, 2009

Exhibits: Resolution #781

Initial & Date

Concurred by Mayor:

CLH 1/5

Approved by City Administrator:

RDK

Approved as to form by City Atty:

APPROVED

Approved by Finance Director:

DL 1/5/09

Approved by Department Head:

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

INFORMATION / BACKGROUND

The Gig Harbor Arts Commission meets regularly on the second Tuesday of each month. As a budget savings measure, the Arts Commission will meet at 5:30pm rather than 7pm each month.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION / MOTION

Move to: Approve the Resolution to move the Arts Commission regular meeting time from 7pm to 5:30pm.

RESOLUTION NO. 781

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AMENDING THE MEETING TIME OF THE GIG HARBOR ARTS COMMISSION.

WHEREAS, the Council desires to amend the meeting time of the Arts Commission to facilitate the membership;

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The Arts Commission may meet more frequently than the dates established below. Notice of the meetings shall be posted with the preliminary agenda of the body according to the procedures and in the places described in Resolution No. - 713. The regular meeting time for the Arts Commission has changed as follows:

A. Arts Commission. The Arts Commission established under GHMC chapter 2.49 shall meet on the second Tuesday of the month at 5:30 p.m.

RESOLVED by the City Council this 12th day of January, 2009.

APPROVED:

Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

By: _____



Subject: Resolution of the City Council rejecting all bids received by the city on the Skansie Reservoir repainting project.

Proposed Council Action: Approve a Resolution of the City Council of the City of Gig Harbor, Washington, rejecting all bids received by the city on the Skansie Reservoir repainting project (Project No. CWP-0804).

Dept. Origin: Public Works
Prepared by: David Stubchaer
Public Works Director
For Agenda of: January 12, 2009
Exhibits: Public Works Contract

Concurred by Mayor: *CHH 1/6/09*
Approved by City Administrator: *POK 1/5/09*
Approved as to form by City Atty: *approved by email*
Approved by Finance Director: *DF 1/2/09*
Approved by Department Head: *DF 1/2/09*

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

The City recently advertised for bids for the Skansie Water Reservoir Interior Repainting project. The apparent low bidder, Western Industrial, Inc., has indicated that they wish to use a substitute paint product that the City does not approve as an equivalent product to the paint specified in the specifications. There is a difference of opinion regarding whether or not a substitute product is or is not allowed and whether the City can or cannot reject a substitute product. Staff feels the best way to move forward with the project is to reject all bids and rebid with clarified language in the specifications.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve a Resolution of the City Council of the City of Gig Harbor, Washington, rejecting all bids received by the city on the Skansie Reservoir repainting project (Project No. CWP-0804).

RESOLUTION NO. 782

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, REJECTING ALL BIDS RECEIVED BY THE CITY ON THE SKANSIE RESERVOIR REPAINTING PROJECT.

WHEREAS, the City of Gig Harbor recently opened bids on the project commonly known as the Skansie Reservoir Repainting Project (CWP-0804); and

WHEREAS, in light of differences in opinion on product specification and substitution, and in order to provide better clarity in its specifications, the City desires to reject all bids in accordance with the City's reservation of right to reject any or all bids as set forth in its Invitation to Bidders; Now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, HEREBY RESOLVE AS FOLLOWS:

Section 1. Rejection of Bids. All bids received by the City of Gig Harbor on the Skansie Reservoir Repainting Project (CWP-0804) project are hereby rejected, and all bid deposits shall be returned to the bidders.

RESOLVED this 12th day of January, 2009.

CITY OF GIG HARBOR

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

FILED WITH THE CITY CLERK: 01/05/09
PASSED BY THE CITY COUNCIL: 01/12/09
RESOLUTION NO. 782



Subject: Pierce County Historic Preservation Grant Agreement

Proposed Council Action: Authorize the Mayor on behalf of Council to approve the the Public Benefit Agreement for the Gig Harbor WPA Facility Re-Roofing Project

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton
Special Projects

For Agenda of: January 12, 2009

Exhibits: Agreement

Initial & Date

Concurred by Mayor: CLH 1/5

Approved by City Administrator: PK

Approved as to form by City Atty: APPROVED BY Stanton

Approved by Finance Director: OP 1/5/09

Approved by Department Head: _____

Expenditure	Amount	Appropriation
Required \$ 15,776.00	Budgeted \$ 31,552.00	Required \$ -0-

INFORMATION / BACKGROUND

As a CLG, the City of Gig Harbor applied for and received a Pierce County Historic Preservation Grant to replace the 30-inch hand-split wood shakes of 2 buildings (the covered shelter and public restroom) at City Park. The historic structures met grant eligibility requirements as historic WPA (Work Progress Administration) structures. 50% of project's cost will be reimbursed by the grant.

FISCAL CONSIDERATION

n/a

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION / MOTION

Move to: Authorize the Mayor on behalf of Council to approve the Public Benefit Agreement for the Gig Harbor WPA Facility Re-Roofing Project

Title:	Project Gig Harbor WPA Facility Re-Roofing
Funding Source:	Special Projects-HDOC Grant Program (per Resolution No. R2008- 139)
Start Date:	FY08 3/1/08
End Date:	FY09 9/15/09
FY/\$:	FY 08-09 \$15,776
Contractor:	City of Gig Harbor
Address:	3510 Grandview Street Gig Harbor, WA 98335
Contact:	Lita Dawn Stanton
Telephone:	253-853-7609
Fax:	
Email:	stantonl@cityofgigharbor.net
BARS Code:	001.143.HDOC.57320.49.0748

PUBLIC BENEFIT AGREEMENT FOR HISTORIC PRESERVATION GRANT

City of Gig Harbor, hereinafter called Contractor, and Pierce County, hereinafter called County, agree as set forth in this Agreement, including:

- I. General Terms and Conditions,
- II. Statement of Work, and
- III. Compensation.

The term of this Agreement shall commence on 3/1/2008 and shall, unless terminated or renewed elsewhere in the Agreement, terminate on 9/15/2009.

The maximum consideration for the initial term of this Agreement or for any renewal term shall not exceed \$15,776.

The County has established the following BARS expenditure code for this Agreement: 001.143.HDOC.57320.49.0748, which shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this Agreement agrees that the Indemnification provisions set forth in Paragraphs D, F, J, and T of Section I, are totally and fully part of this Agreement and have been mutually negotiated by the parties.

I. GENERAL TERMS AND CONDITIONS

A. Scope of Contractor's Services.

The Contractor agrees to provide to the County services and any materials set forth in Section II, Statement of Work during the Agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

B. Accounting and Payment for Contractor Services.

1. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Section III, Compensation and Financial Requirements. Where this Agreement requires payment by Pierce County, payment shall be based on documentation of work actually performed and amounts expended, and the total dollar payment requested. Unless approved in writing in advance by the official executing this Agreement for Pierce County, (hereinafter referred to as the "**Contracting Officer**") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this Agreement.
2. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor through the County voucher system for the Contractor's service as set forth in the Budget attached to and incorporated in this Agreement.

C. Assignment and Subcontracting.

Unless a subcontractor is clearly identified in the Contractor's grant application, no portion of this Agreement may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer.

D. Independent Contractor.

1. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.
2. The Contractor acknowledges that the entire compensation for this Agreement is specified in Section III and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Pierce County employees. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this Agreement to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.
3. Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

E. No Guarantee of Employment.

The performance of all or part of this Agreement by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

F. Taxes.

1. The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.
2. The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

G. Insurance Requirements.

1. Throughout the life of this Agreement the Contractor and its Subcontractors shall, at their own expense, maintain general liability insurance with an insurance carrier licensed to do business in the State of Washington, and with minimum coverage as follows: Bodily Injury Liability and Property Damage Liability Insurance, \$1,000,000 each occurrence or \$2,000,000 aggregate, with a deductible of not greater than \$5,000.
2. Where automobiles are used in conjunction with the performance of this Agreement throughout the life of this Agreement the Contractor and its Subcontractors shall, at their own expense, maintain automobile liability insurance with an insurance carrier licensed to do business in the State of Washington and with minimum coverage as follows: Bodily Injury Liability and Property Damage Liability Insurance, \$1,000,000 each occurrence or combined single limit coverage of \$1,000,000.
3. General liability insurance and, if applicable, automobile liability insurance coverage shall be provided under a comprehensive general and automobile liability form of insurance, such as is usual to the practice of the insurance industry, including, but not limited to all usual coverage referred to as Personal Injury--including coverage A, B and C. If

applicable, automobile liability insurance shall include coverage for owned, non-owned, leased or hired vehicles.

4. Pierce County shall be named as an additional insured on all required policies except automobile insurance and all such insurance as is carried by the Contractor shall be primary over any insurance carried by Pierce County. The Contractor shall provide a certificate of insurance to be approved by the County Risk Manager prior to contract execution.
5. Pierce County shall have no obligation to report occurrences unless a claim is filed with the Pierce County Auditor; nor shall Pierce County have an obligation to pay premiums.
6. In the event of nonrenewal or cancellation of or material change in the coverage required, thirty (30) days written notice will be furnished Pierce County prior to the date of cancellation, change or nonrenewal, such notice to be sent to the Pierce County Risk Manager, 955 Tacoma Ave South, Suite 303, Tacoma, WA 98402.
7. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

H. Regulations and Requirement.

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. Unless specifically noted to the contrary, the Contractor shall obtain all permits, authorities and approvals necessary to implement this project.

I. Right to Review.

1. Whenever the value of this Agreement exceeds \$25,000, the County may require that the Contractor obtain an agency-wide, or program-wide, basic financial audit. The results of that audit shall be immediately reported to the County.
2. This Agreement is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Contracting Officer. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement.
3. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Pierce County, State of Washington, upon request.

J. Defense & Indemnity Agreement.

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its Subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees.

It is further provided that no liability shall attach to the County by reason of entering into this Agreement, except as expressly provided herein.

K. Industrial Insurance Waiver.

With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

L. Withholding Payment.

In the event the Contracting Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Contracting Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Contracting Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

M. Future Non-Allocation of Funds.

Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payment for services or amounts after the end of the fiscal period through which funds have been

appropriated and allocated, unless authorized by county ordinance. No penalty or expense shall accrue to the County in the event this provision applies.

N. Contractor Commitments, Warranties and Representations.

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

O. Modifications.

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

P. Termination for Default.

1. If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.
2. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

Q. Termination for Public Convenience.

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance

with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

R. Equal Opportunity, Nondiscrimination & Affirmative Action.

The Contractor, its employees, its subcontractors and their employees, by acceptance of this Agreement, certify that they will not engage in any unlawful discrimination, in any work place, during the life of this Agreement.

The Contractor and its subcontractors should make a realistic, good faith effort to employ women, minorities, and Pierce County residents for any new job openings or positions for advancement or training that may become available during the life of this Agreement.

S. Waiver.

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

T. Official Benefits Prohibited.

No federal, state or local elected or appointed official, nor members of their families, nor their business associates, shall be admitted to any share or part of the funds provided by this Agreement, nor to any benefit to arise herefrom.

The Contractor hereto shall maintain a Code of Conduct which shall govern his/her performance in the award and administration of this, or any other contracts or procurement actions funded in whole or in part by funds made available hereunder. The Contractor shall not participate in the selection, award, or administration of any such contract if a conflict of interest, real or apparent, would exist.

U. Confidentiality.

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Pierce County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

V. Notice.

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the Contracting Officer and to the County Planning and Land Services Department, Advance Planning Division, 2401 South 35th Street, Room 228, Tacoma, WA 98409-7490. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

W. Venue and Choice of Law.

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Pierce. This Agreement shall be governed by the law of the State of Washington.

X. Severability.

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

Y. Entire Agreement.

This written Agreement represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

II. STATEMENT OF WORKA. County Responsibilities.

To accomplish the intent of this agreement, the County:

1. May provide administrative and financial oversight and direction in accordance with established laws and regulations;
2. Shall conduct a site visit, if necessary, to confirm completion of the project;
3. Shall pay, on a timely basis, one request for payment which is eligible and appropriate for payment and which is supported by a Completion Report and sufficient documentation.

B. Contractor Responsibilities.

To accomplish the intent of this Agreement, the Contractor shall:

1. Scope of work. The Contractor shall plan, administer and implement the following project or program:

- a. INTENTION: As more fully described in the Contractor's grant application, which is incorporated by reference to this Agreement, the project objectives to maintain the integrity and usefulness of the historic WPA structures for future generations, to protect a local and nationally relevant cultural resource, and to provide continued public access to these structures.
 - b. SCOPE: As more fully described in the Contractor's grant application, which is incorporated by reference to this Agreement, the Contractor shall replace the existing roof with historically appropriate 30-inch hand-split shakes for the historic Shelter and Restroom at City Park, located at 3303 Vernhardson Street, Gig Harbor, WA 98332.
 - c. COMPLETION REPORT: The Contractor shall submit a Completion Report to the County upon completing the grant funded portion of the project activities listed in b. Scope above, and before the expiration date of this Public Benefit Agreement, including a report of all components of work accomplished, photo documentation of new roofs provided for the Shelter and Restroom, applicable historic rehabilitation standards used for materials choice, treatment and installation, a long-term maintenance plan, if any, and evidence of the acknowledgement given to Pierce County as a grant funder by inclusion of the Pierce County Logo and text identification of Pierce County as a grant funder on the on-site marker. The Completion Report shall be accompanied by attachments that support the content of the Completion Report such as drawings, construction specifications, reports, publications or media materials produced for the project, including the materials that provide acknowledgement of Pierce County as a grant funder.
2. Comply with all noted regulations, requirements and conditions of the Agreement.

III. COMPENSATION AND FINANCIAL REQUIREMENTS

A. Reimbursement.

Reimbursement request from the Contractor for services rendered under this agreement shall:

1. Be submitted when the Completion Report is submitted by the Contractor;
2. Be submitted on the Contractor's letterhead;
3. Shall include the applicable BARS expenditure code and Contract No.;
4. Be supported by appropriate documentation of amounts actually incurred through attaching documents such as a copy of estimates, bids, contracts, invoices, and cancelled checks;

5. Include the total dollar amount requested;
6. Include documentation of the match provided by the Contractor through attaching documents such as payroll or payment records, volunteer donated hour's log, and cash or in-kind contribution records. Matching resources must have been received, donated, or expended during the term of the Agreement.

B. Use of Funds.

It is expressly understood that Agreement funds may only be used for expenses, items, activities and costs according to II.B.1. b. Scope of Work in this Agreement. County funds shall not be obligated for:

1. Costs incurred prior to the date the Agreement becomes effective unless specifically authorized; or
2. Costs found to be ineligible or inappropriate pursuant to state law and/or applicable regulations.

C. Refunds.

The Contractor shall refund to the County any payment or partial payment expended by the Contractor or its Subcontractors which is subsequently found to be ineligible, inappropriate or illegal. Further, the Contractor shall refund to the County any funds remaining at the end of the period of performance.

D. Multiple Source Funding.

Projects funded by multiple sources, or from multiple funding years shall have relationships and procedures between funding sources clearly documented in the Budget.

ATTACHMENT 1

Budget Page
Agreement with: City of Gig Harbor
Project: Gig Harbor WPA Facility Re-Roofing Project
BARS: 001.143.HDOC.57320.49.0748
FY08-FY09 AMOUNT: \$15,776

ACTIVITY	COUNTY	CONTRACTOR MATCH	TOTAL
Personnel (salaries & benefits)	\$	\$	\$
Administration (office expenses including copies, rent, janitor, utilities, phone, taxes, office supplies, etc.)	\$	\$	\$
Supplies	\$	\$	\$
Marketing/Promotion	\$	\$	\$
Travel (mileage rate: \$.585 per mile)	\$	\$	\$
Consultants	\$	\$	\$
Construction:	\$	\$	\$
Other* (specify below)	\$15,776	\$	\$
GRAND TOTAL	\$15,776	\$15,776	\$

*Expenses incurred for activities and programs according to the II. B. 1. b. Scope of Work in this Agreement.

Prepared by: Lita Dawn Stanton

Date: 12/3/08

Phone: (253) 853-7609



Subject: Approval for Healthy Harbor Contract:
Beth Wolfe DBA Wolfe Events NW LLC

Dept. Origin: Public Works - Operations

Prepared by: David Stubchaer, P.E.
Public Works Director

Proposed Council Action:

Authorize the award and execution of the
contract for the Healthy Harbor consultant,
Beth Wolfe, in the amount of five thousand two
hundred and fifty dollars and no cents
(\$5,250.00).

For Agenda of: January 12, 2009

Exhibits: Contract

Initial & Date

Concurred by Mayor:

CLH 1/5/09

Approved by City Administrator:

RSK 1/5/09

Approved as to form by City Atty:

approved by email

Approved by Finance Director:

DR 1/2/09

Approved by Department Head:

RS 1/2/09

Table with 4 columns: Expenditure, Amount, Appropriation, Required. Values: \$5,250, \$22,000, \$0.

INFORMATION / BACKGROUND

The 2009 Parks Operating Budget, Objective No. 3, provides \$22,000 for the community-wide parks and recreation event (program) that will be managed by the marketing department. The consultant, Beth Wolfe DBA Wolfe Events NW LLC, was chosen for the amount of \$5,250.

FISCAL CONSIDERATION

This expense will be paid for out of Parks Operating budget, of which the funds were received by corporate community support of Franciscan and Multicare in the amount of \$22,000.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the award and execution of the contract for the Healthy Harbor consultant in the amount of five thousand two hundred and fifty dollars and no cents (\$5,250.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
Beth Wolfe DBA Wolfe Events NW LLC**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Beth Wolfe DBA Wolfe Events NW LLC, an event contractor, whose address is: 4413 North 34th, Tacoma, WA 98407, (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the Healthy Harbor community campaign and desires that the Consultant perform services necessary to assist in the development of the campaign by contacting local businesses to help them understand Healthy Harbor and ask them to become active participants in the campaign, work with city staff on website development, event planning, graphic design and advertising.

WHEREAS, the Consultant agrees to perform services more specifically described in Exhibit A, Scope of Service, dated January 1, 2009, which is attached hereto as Exhibit A, 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:

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 hourly rate of fifty eight dollars and fifty cents (\$58.50), not to exceed six thousand one hundred fifty dollars and no cents (\$6,150.00) for the duration of this agreement for the services described in Exhibit A 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, as described in this Agreement. The City shall pay the full amount of an invoice within thirty (30) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the 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 the Consultant will begin work on the tasks described in Exhibit A immediately upon execution of this Agreement and be completed by May 30, 2009.

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 Scope of Services. 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. Such notice may be delivered to the Consultant in person or by certified mail.

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. If payment is made in error in excess of the do not exceed amount, the Consultant shall reimburse the City and be fully liable for any overpayment. 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 termination.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its sub-contractors, 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 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 performance of the work hereunder by the Consultant, its agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance with limits no less than \$500,000 combined single limit per accident for bodily injury and property damage; and

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations/broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

C. Any payment of deductible or self-insured retention shall be the sole responsibility of the Consultant. The City shall be named as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Consultant and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all the required insurance policies.

D. The Consultant's Commercial General Liability insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability. The Consultant's insurance shall be primary insurance as respects the City. The City shall be given thirty (30) days prior written notice by certified mail, return receipt requested, of any cancellation, suspension or material change in 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 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 Administrator and the City shall determine the term or provision's true intent or meaning. The City Administrator shall also decide all questions which may arise between the parties relative to the actual services provided or 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 Administrator's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. 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 in this Agreement or such other address as may be hereafter specified in writing.

City of Gig Harbor
Attn: Rob Karlinsey
3510 Grandview Street
Gig Harbor, WA 98335

Beth Wolfe
Wolfe Events NW LLC
4413 North 34th St
Tacoma, WA 98407

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 12th day of January, 2009.

THE CITY OF GIG HARBOR

By: Beth Wolfe
Beth Wolfe

By: _____
Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

Exhibit A

SCOPE OF SERVICES

Gig Harbor Healthy Harbor

1. Beth Wolfe (The Consultant) will meet on a regular, agreed upon basis with the City of Gig Harbor Marketing Director (Client) to develop, implement and track the Healthy Harbor campaign for 2009. February- May
2. The Consultant shall work with past participating businesses as well as new businesses by creating mailing lists, letters and forms for potential businesses to streamline participation. February - March
3. The Consultant will follow up with each business requesting dates for 2009, developing a point person at each business to communicate with throughout the campaign. February – March
4. The Consultant will work with the Client on website updates and additions. February– May
5. The Consultant will attend the initial Street Scramble meeting with the YMCA work directly with the graphic designer on the development of the Street Scramble brochure. January/February
6. The Consultant will work with graphic designer on layout and development of passport. February- March
7. The Consultant will work with sponsor for printing both street scramble and passport print jobs. March- April
8. The Consultant will contact sponsors businesses in person to participate in the monthly Healthy Harbor ad, work with the Client to create the ad and follow up with the Gateway through production. February - May
9. Consultant will distribute racks and passports April/May

EXHIBIT B
CHARGES FOR SERVICES

In Exchange for the Services above

Beth Wolfe will be paid by the City of Gig Harbor \$58.50 an hour for the services described in Exhibit A Scope of Services, not to exceed \$6,150.00.

Beth Wolfe will submit monthly invoices for processing by the City of Gig Harbor for the services performed.

The fee structure presented above includes all incidental expenses except postage and mailing supplies such as envelopes and letterhead which will be provided by the City of Gig Harbor, based on a per project basis and with prior arrangement with the Marketing Director and from the Marketing office postage and supply budget. No additional invoices from the Consultant will be accepted for expenses.



Subject: WSDOT/City of Gig Harbor Interlocal Agreement for Geotechnical Consultant Services for BB16/Hospital Mitigation Improvements, Phase 2

Dept. Origin: Engineering Division

Prepared by: Stephen Misiurak, PE
City Engineer

Proposed Council Action: Recommend that Council approve the WSDOT/City of Gig Harbor Interlocal Agreement for Geotechnical Consultant Services for the BB16/Hospital Mitigation Improvements, Phase 2 Project in the amount Not to exceed \$63,000.00.

For Agenda of: January 12, 2009

Exhibits: WSDOT/City Interlocal Agreement

Concurred by Mayor: Initial & Date
Approved by City Administrator:
Approved as to form by City Atty:
Approved by Finance Director:
Approved by Department Head:

Table with 3 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values: \$63,000, \$9,000,000, \$0.

INFORMATION / BACKGROUND

This agreement will provide reimbursement to WSDOT for their Geotechnical Consultant Services pertaining to the Phase 2 of the BB16/Hospital Mitigation Improvements. These services will include site boring, site soils analysis, laboratory work, boring log preparation, and field survey to locate boring holes per WSDOT's attached scope of services. The State anticipates the costs to be \$50,290.76 (ref. breakdown spreadsheet). The State typically includes a 25% contingency with each contract; therefore, the expenditure associated with this inter-local agreement is \$63,000.00.

FISCAL CONSIDERATION

Please find attached the cost summary attributable to the BB16/Hospital Mitigation Improvement Project. Funding for these services will be appropriated from Franciscan Health System. Franciscan Health System has been made aware of the need for this work, and is included in the cost summary.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Recommend that Council approve the WSDOT/City of Gig Harbor Interlocal Agreement for Geotechnical Consultant Services for the BB16/Hospital Mitigation Improvements, Phase 2 in the amount not to exceed \$63,000.00.



Washington State
Department of Transportation
Douglas B. MacDonald
Secretary of Transportation

Olympic Region Headquarters
5720 Capitol Boulevard, Tumwater
P.O. Box 47440
Olympia, WA 98504-7440

360-357-2600
Fax 360-357-2601
TTY: 1-800-833-6388
www.wsdot.wa.gov

December 30, 2008

Gig Harbor
Steve Misiurak
City Engineer
3510 Grandview Street
Gig Harbor, WA 98335

RE: SR 16, MP 14.86 Vicinity
Burnham Dr. I/C Mitigation Improvements Phase 2
Geotechnical Services, JC-4005

Dear Mr. Misiurak,

The City's Burnham Dr. I/C Mitigation Improvements Phase 2 project requires geotechnical site boring and analysis. The City is requesting the Department perform these necessary geotechnical services. The actual direct and related expenses associated with the requested geotechnical services are the obligation of the City of Gig Harbor. Such costs include, but are not limited to: site boring, site soils analysis, laboratory work, boring log preparation, and field survey to locate boring hole locations. The estimated costs by the Department and the boring plans are attached.

A reimbursable account number will be assigned to your project upon receipt and approval of this signed letter of authorization. *Any costs incurred by the Department on behalf of this project will be billed on a monthly basis to the name and address listed above unless requested otherwise.* Failure to pay in full each month will stop the requested geotechnical services. This agreement is for an estimated \$63,000.00 (approximately 125% of the attached estimate). If geotechnical services costing more than \$63,000.00 are necessary, this agreement will need to be supplemented. Per existing agreement OH-00206, no administrative overhead will be charged.

Please provide the appropriate endorsement below, including Tax Identification Number (T.I.N.), acknowledging the terms and conditions of the review process.

Upon receipt and approval of this endorsed letter, the Department will sign and return a copy of the approved letter for your files. Should you have any questions, please contact Neal Campbell at (360) 357-2666.

Sincerely,

Neal J Campbell, P.E.
Olympic Region Local Programs Engineer

PROPONENT'S ENDORSEMENT BY:

WSDOT APPROVAL BY:

Signature _____
Print Name _____
Title _____
T.I.N. 91-6001435 _____
Date _____

Neal J. Campbell
Region Local Programs Engineer
Date _____

SR 16
Project Burnham Dr. I/C Mitigation Phase 2 Revised Boring Estimate with Survey and Inspection
Job No. JC-4005
Engineer Steingrebe/Tacoma PEO

Total Hours	Req	82	OT	0
Total Cost	\$	50,290.76		

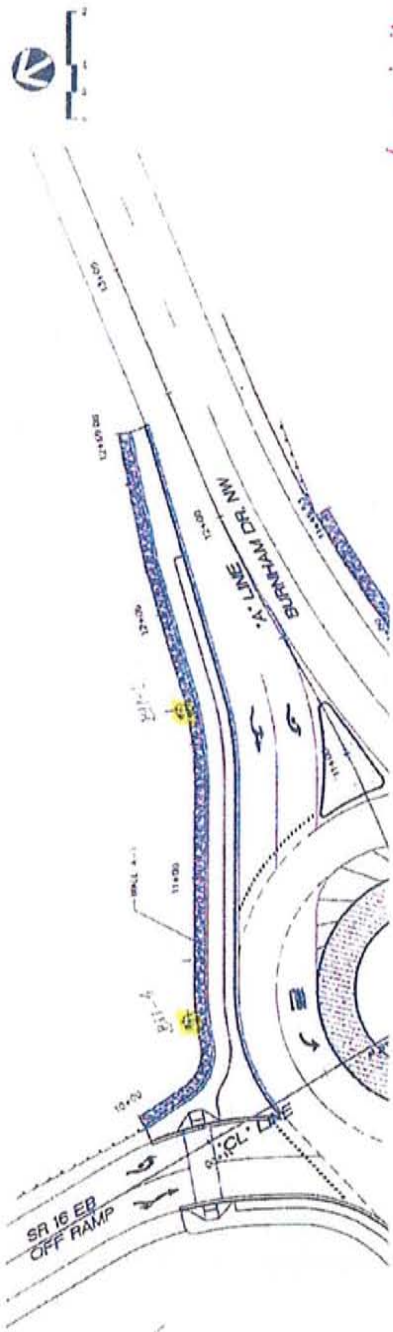
S Code	Description	Hours		Rate		Cost	
		Reg	OT	Reg	OT	Reg	OT
S577	Field Exp. Sup. - No Travel	6		\$ 98.62	\$ 109.41	\$ 591.72	\$ -
WSDOT MOBILIZATION COST							
S Code	Description	Hours		Rate		Cost	
S586	Skid - with Travel	4		\$ 360.79	\$ 393.14	\$ 1,443.16	\$ -
Subtotal \$ 1,443.16 \$ -							

Boring	S Code	Description	Site Prep Hours		Drilling Hours		On-Site Move Hours		Rate		Cost	
			Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT
BH-1-08	S588	Skid - with Travel	1		4		1		\$ 360.79	\$ 393.14	\$ 2,164.74	\$ -
BH-2-08	S588	Skid - with Travel	1		4		1		\$ 360.79	\$ 393.14	\$ 2,164.74	\$ -
BH-3-08	S588	Skid - with Travel	1		4		1		\$ 360.79	\$ 393.14	\$ 2,164.74	\$ -
BH-5-08	S588	Skid - with Travel	1		4		1		\$ 360.79	\$ 393.14	\$ 2,164.74	\$ -
BH-14-08	S588	Skid - with Travel	1		4		1		\$ 360.79	\$ 393.14	\$ 2,164.74	\$ -
BH-16-08	S588	Skid - with Travel	1		4		1		\$ 360.79	\$ 393.14	\$ 2,164.74	\$ -
BH-17-08	S588	Skid - with Travel	1		4		1		\$ 360.79	\$ 393.14	\$ 2,164.74	\$ -
BH-18-08	S588	Skid - with Travel	1		4		1		\$ 360.79	\$ 393.14	\$ 2,164.74	\$ -
BH-19-08	S588	Skid - with Travel	1		4		1		\$ 360.79	\$ 393.14	\$ 2,164.74	\$ -
BH-7-08	S588	Skid - with Travel	1		4		1		\$ 360.79	\$ 393.14	\$ 2,164.74	\$ -
BH-10-08	S588	Skid - with Travel	1		4		1		\$ 360.79	\$ 393.14	\$ 2,164.74	\$ -
BH-12-08	S588	Skid - with Travel	1		4		1		\$ 360.79	\$ 393.14	\$ 2,164.74	\$ -
Subtotal \$ 25,976.88											\$ -	

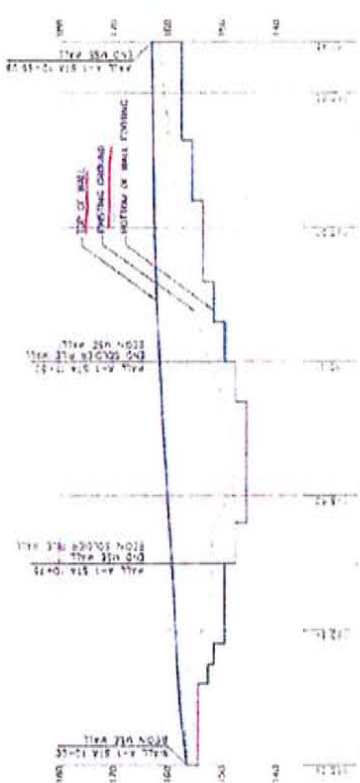
OTHER CHARGES			Description	Unit Price	Cost
Quantity	36	Hours of Traffic Control	\$ 100.00	\$ 3,600.00	
36	Bases Holesup/Sealing Borings	\$ 7.75	\$ 279.00		
12	On site and Laboratory Data analysis for boring Log	\$800.00	\$ 10,800.00		
1	Surveying Bore hole locations in XYZ coordinates	\$3,600.00	\$ 3,600.00		
1	Engineering for Boring Log preparation, Review, and Transmitting	\$4,000.00	\$ 4,000.00		

SEC. 36, T. 22N, R. 1E, WM

DATE	BY
11/11/10	ML-1



proposed location of Burham
Drain Wall
designed as a catchment
structure with full wall



WALL A-1 PROFILE

JC-4005
Boring Plans
Sheet 1 of 7

BORING
LOCATION

DATE	BY
11/11/10	ML-1

SR 16/BURHAM DRIVE NW
INTERCHANGE IMPROVEMENTS
WALL, PLAN AND PROFILE
C.S.P. 0608

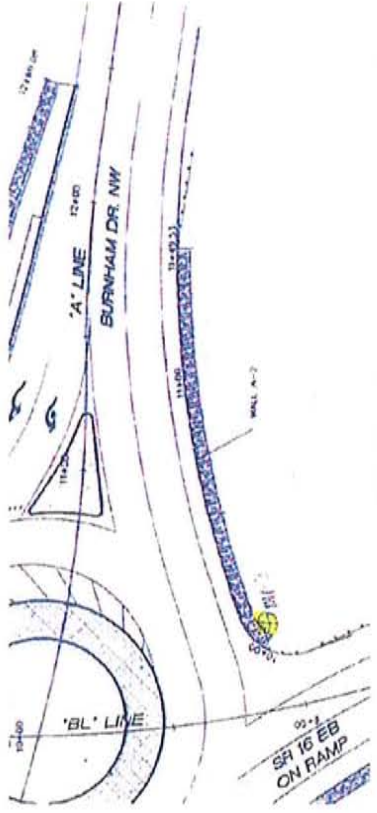
DAVID EVANS
AND ASSOCIATES INC.
1200 North 1st Ave, Suite 211
Tulsa, Oklahoma 74102
Phone: 781.673.7070

CITY OF BURBANK, THE "MIDTOWN CITY"
DEPARTMENT OF PUBLIC WORKS
3000 Commerce Street
City of Burbank, CA 91502
(818) 257-8475

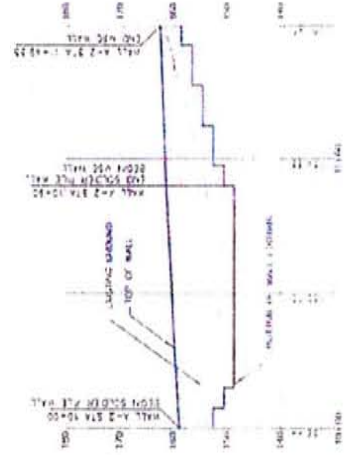
OTG HILBORN
THE SURVEYOR COMPANY

SEC. 36, T. 22N, R. 1E, W.M.

DATE: 11/14/00
 SHEET: 2
 OF: 2
 RE: 2



WALL A-2 PLAN



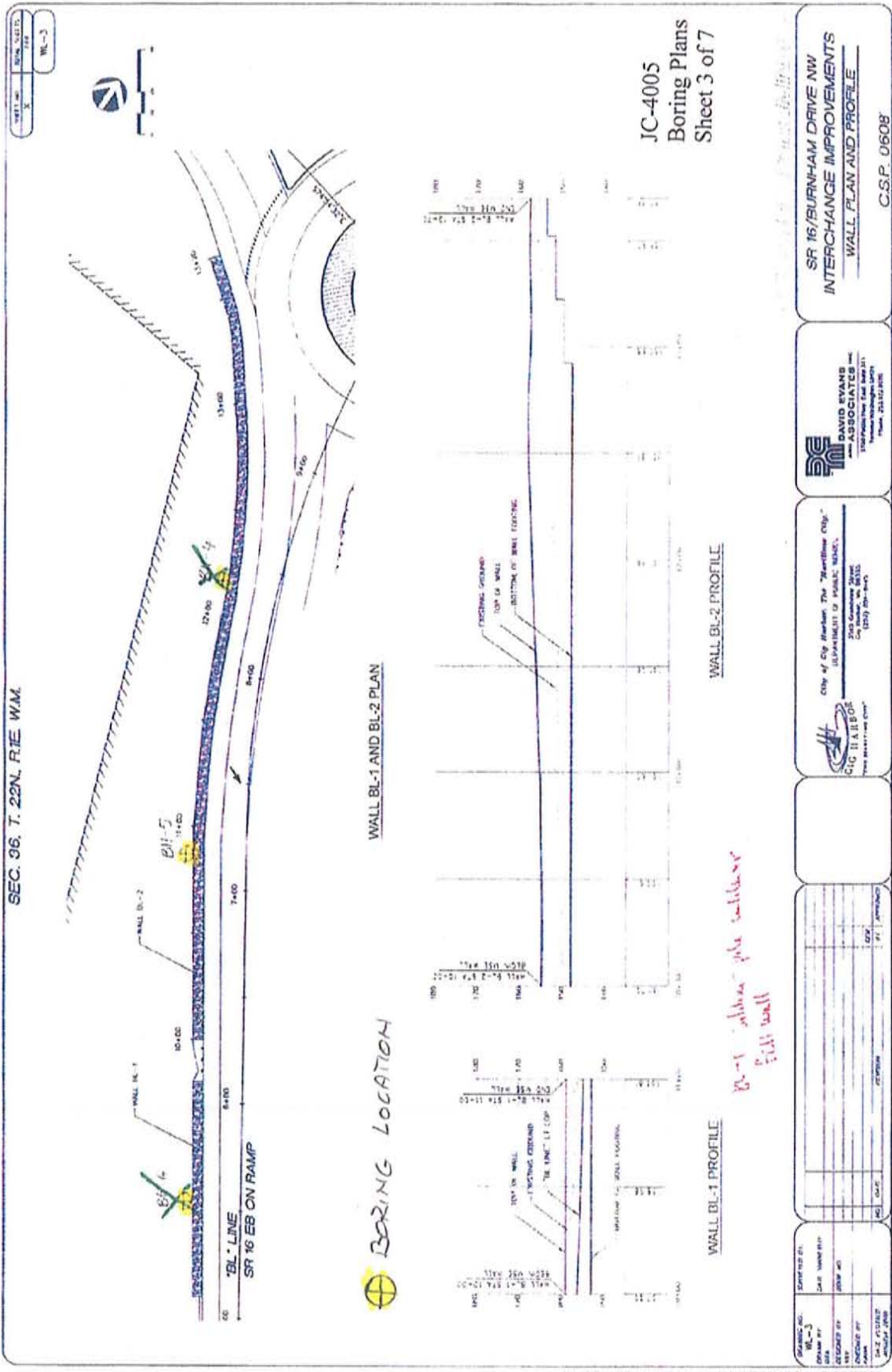
WALL A-2 PROFILE

Water A-2 (South of Burnham)
 Bore hole
 17' max height fill wall

BORING LOCATION

JC-4005
 Boring Plans
 Sheet 2 of 7

DRAWN BY: [] CHECKED BY: [] DATE: []	DESIGNED BY: [] CHECKED BY: [] DATE: []	PROJECT NO.: [] SHEET NO.: []	CITY OF OY MOUNTAIN DEPARTMENT OF PUBLIC WORKS 1225 25th St. N.E. OY MOUNTAIN, GA 30273	 DAVID EVANS AND ASSOCIATES INC. 200 Peachtree St. N.E. Atlanta, GA 30303 Phone: 404-522-2828	SR 16/BURNHAM DRIVE NW INTERCHANGE IMPROVEMENTS WALL PLAN AND PROFILE C.S.P. 0608
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SEC. 96, T. 22N, R.1E W.M.

BORING LOCATION

JC-4005
Boring Plans
Sheet 3 of 7

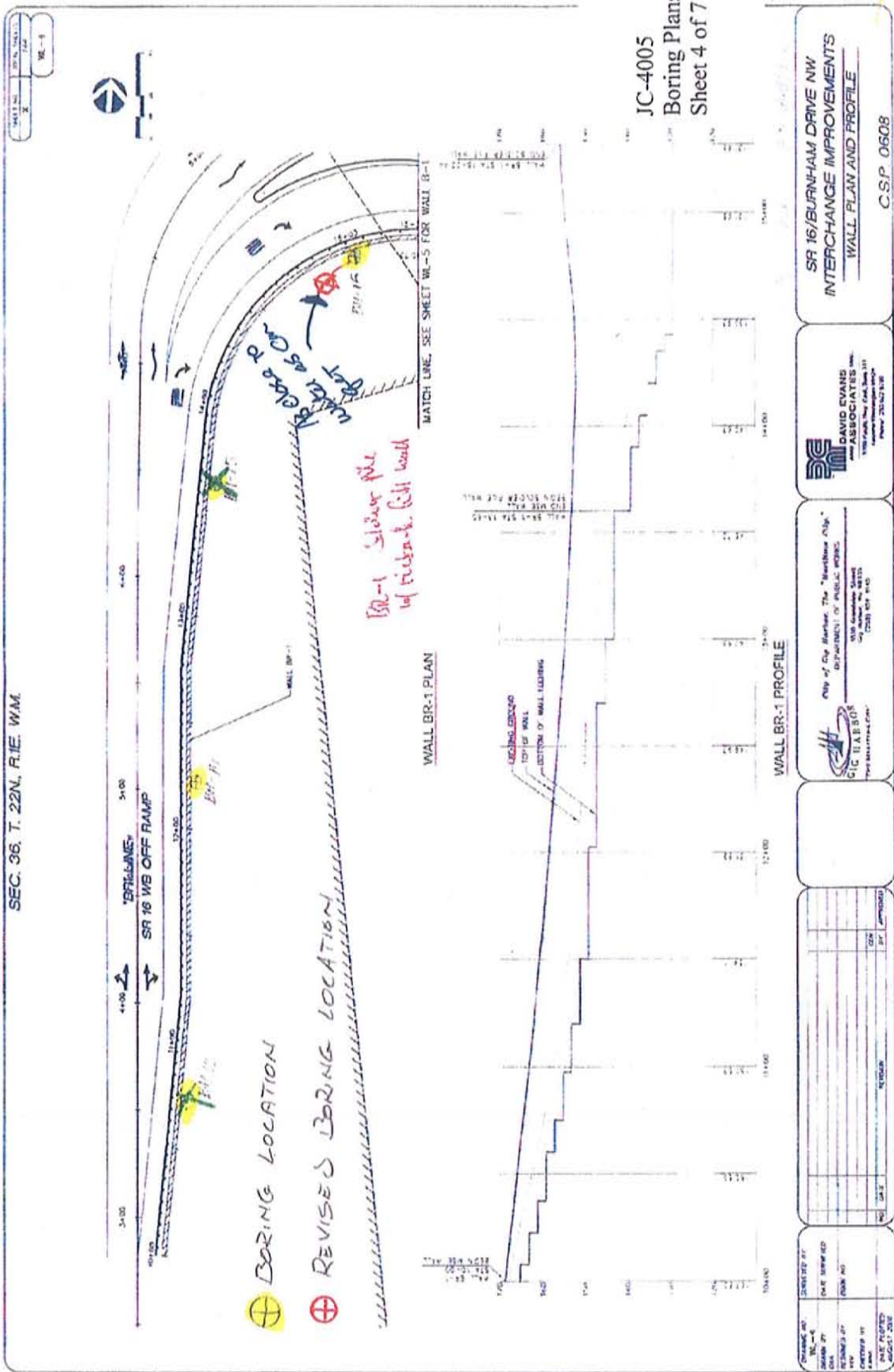
SR 16/SURNHAM DRIVE NW
INTERCHANGE IMPROVEMENTS
WALL PLAN AND PROFILE
C.S.P. 0608

DAVID EVANS AND ASSOCIATES INC.
1100 Parkview East, Suite 311
Tomball, TX 77375-2026
Phone: 281.352.2826

City of Houston, The "Spaceless City"
DEPARTMENT OF PUBLIC WORKS
2100 Gessner Road
City Hall East
Houston, TX 77054-1001

NO.	DATE	BY	REVISION

*BL-1 within pile cap area
fill wall*



JC-4005
Boring Plans
Sheet 4 of 7

SEC. 36, T. 22N, R. 1E, WM

⊕ BORING LOCATION
⊕ REVISED BORING LOCATION

BR-1 Slope pile
1/4' setback. Cell head

WALL BR-1 PLAN

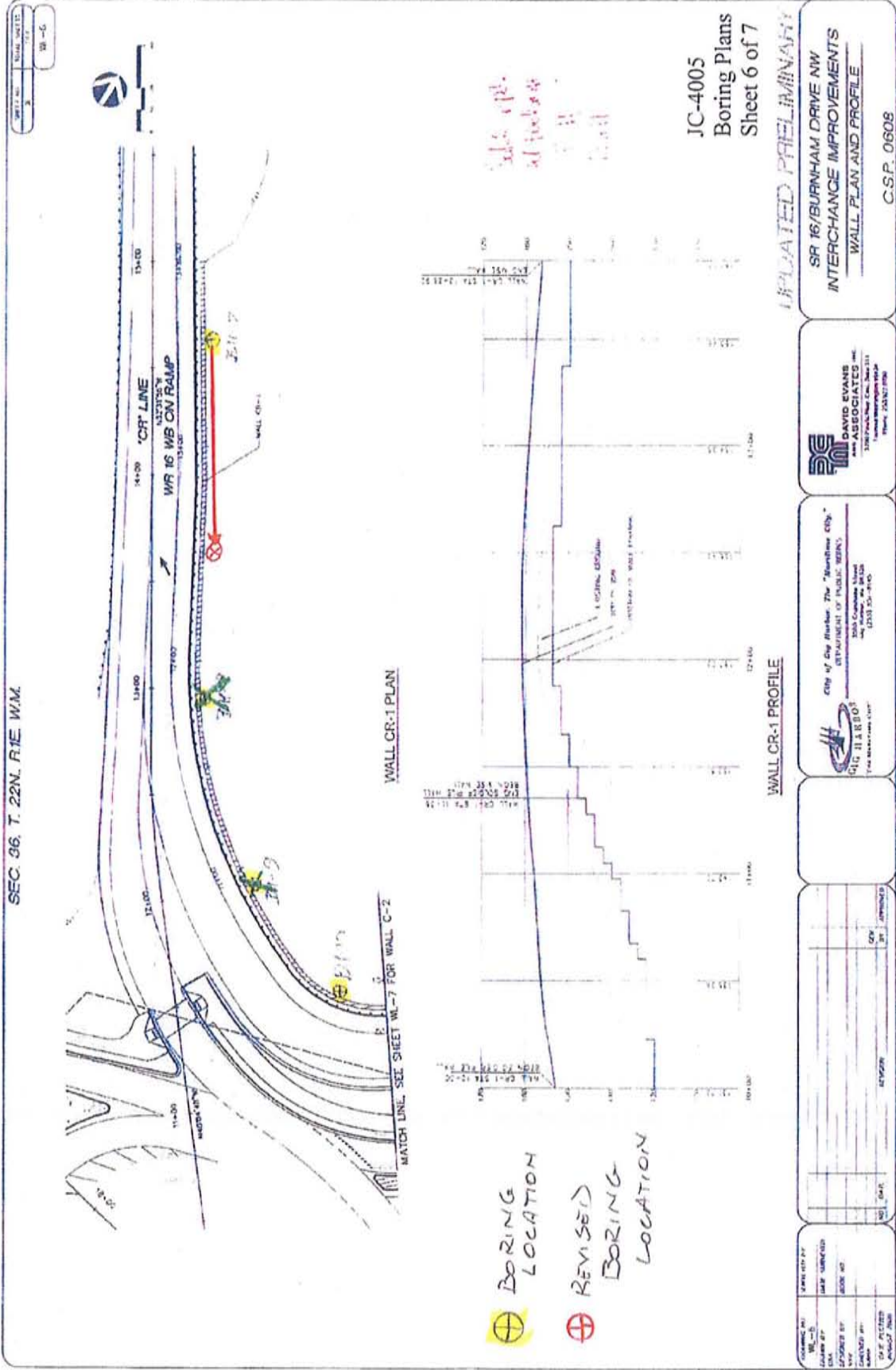
WALL BR-1 PROFILE

PROJECT NO.	JC-4005	DATE	06/20/08
DATE REVISED		BY	
REVISIONS		DATE	
NO.	DESCRIPTION	DATE	BY

City of the Markers, The "Northwest City"
DEPARTMENT OF PUBLIC WORKS
1500 Columbia Street
Portland, OR 97201
503.944.1410
www.markerscity.com

DAVID EVANS
AND ASSOCIATES
1000 North Oak Street, 311
Portland, Oregon 97227
Phone: 503.227.7338

SR 16/BURNHAM DRIVE NW
INTERCHANGE IMPROVEMENTS
WALL PLAN AND PROFILE
C.S.P. 0608



SEC. 36, T. 22N., R. 1E. W.M.

JC-4005
Boring Plans
Sheet 6 of 7

UPDATED PRELIMINARY

SR 16/BURNHAM DRIVE NW
INTERCHANGE IMPROVEMENTS
WALL PLAN AND PROFILE
C.S.P. 0608

DAVID EVANS AND ASSOCIATES INC.
3200 Park Ave. S.W., Suite 311
Atlanta, GA 30329
Phone: 404.525.0700

City of the Greater The "Northwest City"
DEPARTMENT OF PUBLIC WORKS
DAVID HARTOG
3000 Columbia Blvd
Atlanta, GA 30318
Phone: 404.525.3400

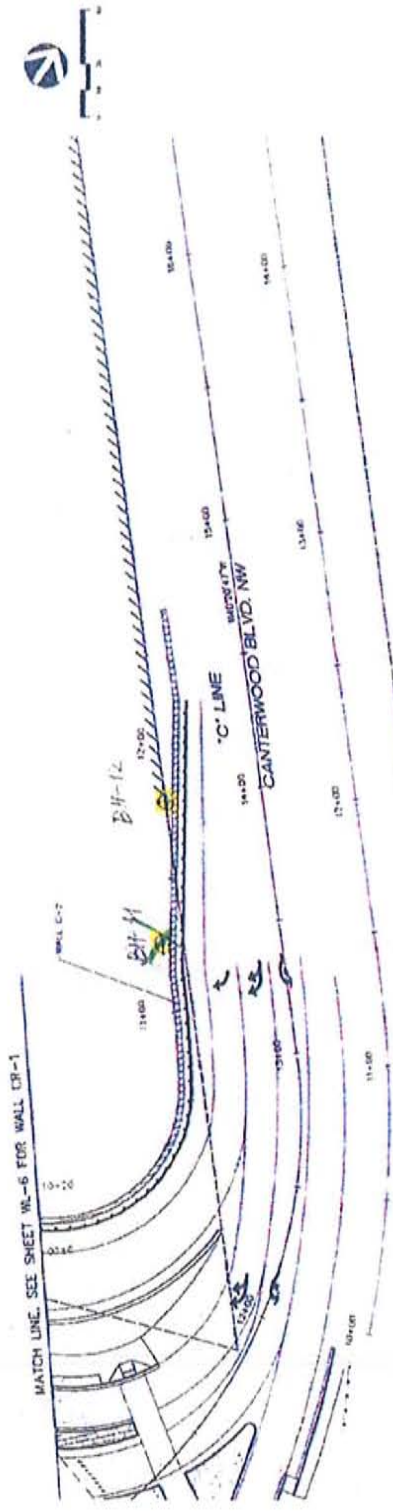
DATE PLOTTED	BY	APPROVED
DATE	BY	BY
DATE	BY	BY
DATE	BY	BY
DATE	BY	BY
DATE	BY	BY

BORING LOCATION
 REVISED BORING LOCATION

Side of
of
of
of

SEC. 36, T. 22N., R. 1E. W.M.

SHEET NO.	3	TOTAL SHEETS	7
DATE	12-17	REVISION	RE-7



WALL C-2 PLAN



BORING LOCATION

JC-4005
Boring Plans
Sheet 7 of 7

UPDATED PRELIMINARY

SR 16/BURNHAM DRIVE NW
INTERCHANGE IMPROVEMENTS
WALL, PLAN AND PROFILE
C.S.P. 06.08

DAVIS EVANS AND ASSOCIATES, INC.
3000 Peachtree Dunwoody Ave., Suite 310
Atlanta, Georgia 30328
Phone: 770.391.1000

City of Du. Station, The "Mountain Top"
DEPARTMENT OF PUBLIC WORKS
800 Constitution Blvd.
Lawrenceville, GA 30046
CSP 06.08

GPC CONSULTING
7000 West Lake Drive
Atlanta, Georgia 30328
Phone: 770.412.1100

DATE	12-17	BY	JK
DESCRIPTION	WALL C-2 PROFILE		
DATE	12-17	BY	JK
DESCRIPTION	WALL C-2 PLAN		
DATE	12-17	BY	JK
DESCRIPTION	WALL C-2 PROFILE		
DATE	12-17	BY	JK
DESCRIPTION	WALL C-2 PLAN		

BB16 INTERIM IMPROVEMENTS ESTIMATED COST SUMMARY

Updated: 12/3/08

Canterwood/BB16 Interim Improvements Budget Phase 1

Design	
Original Contract with DEA	\$1,512,160
WSDOT Design Review Services	\$72,631
<i>subtotal</i>	\$1,584,791

Construction	
Project Management	
WSDOT Project Management (includes material testing)	\$570,856
DEA Project Assistance	\$242,670
<i>subtotal</i>	\$813,526

Construction	
Canterwood Construction Contract	\$3,772,736
Storm Vault & Box Culvert (ordered/paid for by FHS)	\$406,113
Fire Station Coverage (5/26, 5/30, & Aug 2008)	\$47,657
Fire Station Coverage (September 2008)	\$66,648
Fire Station Coverage (October 2008)	\$17,199
Fire Station Coverage (November 2008 est.)	\$8,600
Wetland mitigation property purchase (cash portion)	\$125,750
<i>subtotal Construction</i>	\$4,444,702

Field Orders	
Field Order #1 --processed	\$1,089
Field Order #2 --processed	\$49,664
Field Order #3 --processed	\$42,607
Field Order #4 --processed	\$3,960
Field Order #5	\$1,000
Field Order #6	\$1,950
Field Order #7	\$1,000
<i>subtotal Field Orders</i>	\$101,270
<i>Note: First \$300k of field orders is paid from a \$300k Contingency</i>	
Field Orders Above Contingency Amount	\$0
<i>subtotal</i>	\$4,444,702

TOTAL PHASE 1 ESTIMATE **\$6,843,000****BB16 Interim Improvements Budget Phase 2**

Design	
Design Contract (Additional amount requested by DEA)	\$640,000
WSDOT Design Review Services	\$195,000
WSDOT Geotechnical Services	\$50,000
<i>subtotal</i>	\$885,000

Construction	
Project Management	
WSDOT Project Management (includes material testing)	\$975,000
Project Assistance	\$390,000
<i>subtotal</i>	\$1,365,000

Construction	
Phase 2 Construction Contract	\$6,500,000
5% Field Orders	\$325,000
<i>subtotal</i>	\$6,825,000

TOTAL PHASE 2 ESTIMATE **\$9,075,000**

Total Interim Improvements Estimated Cost	\$15,918,000
--	---------------------



Subject: Well No. 10 Drilling Project –
Construction Contract Award

Proposed Council Action: Authorize the award and execution of the public works contract to Halocene Drilling, Inc., in the amount of \$112,253.62 for the Well No. 10 Drilling Project.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm
Senior Engineer *JL*

For Agenda of: January 12, 2009

Exhibits: Public Works Contract

	Initial & Date
Concurred by Mayor:	<i>CLH 1/7/09</i>
Approved by City Administrator:	<i>RSK 1/7/09</i>
Approved as to form by City Atty:	<i>BA BECK BY EMAIL</i>
Approved by Finance Director:	_____
Approved by Department Head:	<i>DA 1/7/09</i>

Expenditure		Amount		Appropriation	
Required	\$112,253.62	Budgeted	\$300,000	Required	\$0

INFORMATION / BACKGROUND

The water supply analysis provided in the City’s 2008 Draft Water System Plan has identified a severe deficiency in the City’s water system related to redundant well pumping capacities. Specifically, if any one of the high production wells fails during the summer peak pumping period (maximum day water demand) the remaining wells do not have the capacity to supply the demands on the water system. Subsequently, without a redundant water supply well the water stored for fire protection may be diminished during the summer peak period.

To address this deficiency, the City made an application in May, 2008 for water rights for a proposed Well No. 10. This application requested permission to withdraw 750 acre-feet per year (approximately 2,100 ERUs) at a location adjacent to the City’s current Well No. 2 in Crescent Creek Park.

In anticipation of these water rights, and to withdraw the currently underutilized water rights from existing Well No. 2, the City has prepared contract documents and bid a project for the drilling of Well No. 10. A future separate public works contract will be necessary at a later date for construction of the associated well facilities needed to put the well in production.

BID RESULTS

This project was bid using the City’s Small Works Roster Process (Resolution No. 750). A total of two contractors provided bid prices. The bid results are provided below:

No.	Bidder	Bid Amount
1	Halocene Drilling, Inc.	\$112,253.62
2	Boart Longyear	\$124,399.84

FISCAL CONSIDERATION

The 2009 City of Gig Harbor Budget includes these costs in the Water Capital budget, Item No. 2, “Shallow Well” (aka. Crescent Creek Well or Well No. 10). The budget summary for this item is provided in the table below:

2009 Budget for Shallow Well, Water Capital, Item No. 2 (420-026-594-34-63-98)	\$ 300,000
Anticipated 2009 Expenses:	
Consultant Services Contract - Carollo Engineers (Well No. 10 portion)	\$ (184,000)
Well Drilling	\$ (112,254)
Well Facility Construction	* TBD
Remaining 2009 Budget =	* TBD

*The well facility construction scope and costs will be based on the results from the well drilling and therefore are undetermined at this time. This construction will likely exceed the amount available in the 2009 budget and a mid-year budget amendment may be necessary. However, the anticipated 2008 ending fund balance for the water capital (\$975,000) should be more than sufficient to cover the costs of the well facility construction.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the award and execution of the public works contract to Halocene Drilling, Inc., in the amount of \$112,253.62 for the Well No. 10 Drilling Project.

**CITY OF GIG HARBOR, WA
WELL No. 10 DRILLING PROJECT
CWP-0818**

THIS AGREEMENT, made and entered into, this ____ day of January, 2009, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Halocene Drilling, Inc. a corporation organized under the laws of the state of Washington, located and doing business at, 10621 Todd Rd E, Edgewood, WA 98372-2527 hereinafter called the "Contractor."

WITNESSETH:

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

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary for the construction of Well #10 Drilling Project, all in accordance with the special provisions and standard specifications, and shall perform any changes in the work, all in full compliance with the contract documents entitled "Well #10 Drilling Project, CWP-0818," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said contract documents, including the schedule of prices in the "Proposal," the sum \$112,253.62, including state sales tax, subject to the provisions of the Contract Documents.
2. Work shall commence and contract time shall begin on the first working day following the seventh (7th) calendar day after the date the City executes the Contract, or the date specified in the Notice to Proceed issued by the City Engineer, whichever is later. All physical contract work shall be completed within ninety (90) working days.
3. The Contractor agrees to pay the City the sum of \$187.09 per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
4. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
5. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Bid Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Technical Specifications.
6. The City agrees to pay the Contractor for materials furnished and work performed in the manner and at such times as set forth in the Contract Documents.



Subject: Canterwood Boulevard Improvements
Project, Change Order No. 1

Proposed Council Action: Approve Deductive
Change Order No. 1, which applies a credit of
\$12,872.68 to the contract cost for work deleted from
the contract.

Dept. Origin: Public Works
Prepared by: Marcos R. McGraw
Project Engineer
For Agenda of: January 12, 2009
Exhibits: Endorsed Change Order #1

	Initial & Date
Concurred by Mayor:	<u>CLH 1/7/09</u>
Approved by City Administrator:	<u>ROK 1/6/09</u>
Approved as to form by City Atty:	<u>approved by email</u>
Approved by Finance Director:	<u>CR 1/6/09</u>
Approved by Department Head:	<u>DR 1/5/09</u>

Expenditure		Amount		Appropriation	
Required	\$0	Budgeted	\$11,000,000	Required	\$0

INFORMATION / BACKGROUND

The existing Canterwood contract directs the contractor to remove a 48 inch diameter culvert and an old haul road located between Burnham Drive and SR16 approximately 200 feet south of the roundabout. The permits for this project describe this as 'in-water work'. The permits restrict performance of 'in-water' work to a time period from July to September (fish window). In order to allow the contractor to finish all the 'in-water' work that was required to finish the Canterwood Blvd. portion of the job within the fish window, the culvert and haul road removal work was removed from this contract, and instead, will be performed during Phase 2 of this project.

The table below shows the change order summary for this project to date:

Changer Order Summary	
Original Contract Amount:	\$ 3,772,736.16
Total Change by Previous Change Orders:	\$ 0
Contract Amount Prior to this Change Order:	\$ 3,772,736.16
Amount of this Change Order:	(\$ 12,872.68)
Adjusted Contract Amount including this Change Order:	\$ 3,759,863.48

FISCAL CONSIDERATION

This change order will reduce the overall cost of the contract as shown above.

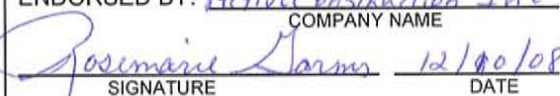
BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve Change Order No. 1, which applies a credit of \$12,872.68 to the contract cost for work to be deleted from the contract.

CITY OF GIG HARBOR
PUBLIC WORKS DEPARTMENT

Sheet <u>1</u> of <u>2</u> Date <u>08 /15 /2008</u>	CHANGE ORDER	Change Order Number <u>1</u>
<input type="checkbox"/> ORDERED BY ENGINEER/CITY UNDER TERMS OF SUPPLEMENTARY CONDITIONS SECTION 12.01M. <input type="checkbox"/> CHANGE PROPOSED BY CONTRACTOR. <input checked="" type="checkbox"/> OTHER: CHANGE MUTUALLY AGREED BETWEEN THE CITY AND THE VENDOR.	CONTRACT NO.: <u>CSP - 0817</u> Canterwood Boulevard Improvements Project	
ENDORSED BY: <u>Active Constaction Inc</u> <small>COMPANY NAME</small>  <small>SIGNATURE</small> <u>12/10/08</u> <small>DATE</small> TITLE: <u>CFO</u>	TO: Active Construction, Inc. 5110 River Road East P. O. Box 430 Puyallup, WA 98371	
Consent Given by Surety (When required): BY: _____ <small>ATTORNEY IN-FACT</small> <small>DATE</small>		

DESCRIPTION OF WORK

THE CONTRACTOR / VENDOR SHALL PERFORM THE FOLLOWING UPON RECEIPT OF AN APPROVED COPY OF THIS CHANGE ORDER:

This change order provides for the following condition that was not anticipated at the time of bid. It consists of the following:

Active Construction, Inc. completed all 'in water work' within the project limits along Canterwood Boulevard. A 48 inch diameter culvert adjacent to Burnham Drive to be removed under this contract is also considered 'in water work'. This contract work was not completed within the time constraint stated in the contract. Removal of the 48 inch diameter culvert and the contract work to restore wetland 1 as shown on plan sheets 70 to 75 is deleted from the contract.


The plan quantity of each associated bid item will be reduced accordingly as listed in the attached spreadsheet. The cost of removing the culvert will also be subtracted from the project costs.

Although this deleted work reduces contract work, this change order will not reduce the total contract time.

This change order reduces the project costs by \$12,872.68 including retail sales tax. It makes no adjustment to the contract time.

RECEIVED
DEC 15 2008
CITY OF GIG HARBOR
ENGINEERING

ALL WORK, MATERIALS, AND MEASUREMENTS SHALL OTHERWISE BE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT AS APPLICABLE.

ORIGINAL CONTRACT AMOUNT	CURRENT CONTRACT AMOUNT	NET CHANGE THIS ORDER	CONTRACT TOTAL AFTER CHANGE
\$ <u>3,772,736.16</u>	\$ <u>3,772,736.16</u>	\$ <u>- 12,872.68</u>	\$ <u>3,759,863.48</u>
<input checked="" type="checkbox"/> APPROVAL RECOMMENDED:  CITY ENGINEER		<input type="checkbox"/> APPROVAL RECOMMENDED: <input type="checkbox"/> APPROVED: DATE: <u>12/15/08</u> CITY ADMINISTRATOR _____ DATE _____	
<input type="checkbox"/> APPROVED: _____ MAYOR		<input type="checkbox"/> APPROVED: _____ DATE: _____	

Note: Amounts include applicable Washington State Sales Tax. Final payment amount will vary from contract amount, and will be as set forth in the Final Progress Estimate and Reconciliation of Quantities.

RECEIVED
 DEC 15 2008
 CITY OF GIG HARBOR
 ENGINEERING

PROJECT #	DATE	ITEM NUMBER	ITEM NAME				
CSP0817		N/A		Engineer's Estimate			
PRIME CONTRACTOR		SUB-CONTRACTOR/AGENT		Line/Station			
Active Construction, Inc.		N/A		Burnham Drive; WM Site B			
DESCRIPTION OF WORK PERFORMED							
<p>contract includes removal of 48 inch diam. culvert just west of Burnham drive. This work is considered to be 'in water work'. The contract requires all 'in water work' be complete in 2008. ACI was unable to complete the work in this area due to delayed work on Canterwood Blvd & scheduling challenges. The work associated with removal of this culvert will be delete from this contract in accordance with Section 1-04.4. This work will be completed under a different contract.</p>							
				HOURS WORKED		RATE	AMOUNT
				REG	O.T.		
LABOR:							
	laborer (2)			16.0		37.86	605.76
	operator			10.0		45.42	454.20
	foreman			16.0		51.23	819.68
	teamster			10.0		39.00	390.00
							0.00
							0.00
							0.00
							0.00
				LABOR SUBTOTAL			2,269.64
				29% OH & P			658.20
				LABOR TOTAL			2,927.84
EQUIPMENT:							
350LC	Hitachi Excavator	#354		10.0		226.19	2,261.90
	dump truck			10.0		42.00	420.00
							0.00
							0.00
				EQUIPMENT SUBTOTAL			2,681.90
				21% OH & P			563.20
				EQUIPMENT TOTAL			3,245.10
MATERIALS:							
							0.00
							0.00
				MATERIALS SUBTOTAL			0.00
				21% OH & P			0.00
				MATERIALS TOTAL			0.00
MISC. COSTS:							
	Disposal fees						200.00
				SUBTOTAL ALL			6,172.93
				5% SUB INS, B&O, BONDING			N/A
				TOTAL THIS PAGE			\$6,172.93
				Total Bid Items from page 2			\$6,699.75

TOTAL CREDIT = BID ITEMS + REMOVAL = \$12,872.68

Bid Item	Description	Unit	Qty	Bid Price	Extension
18	Clearing & Grubbing	acre	0.13	3351	\$435.63
74	Erosion Control Blanket	SY	58	\$5.00	\$290.00
78	Topsoil Type A	CY	17.82	\$60.00	\$1,069.20
79	Soil Amendments	CY	49.38	\$37.00	\$1,827.06
81	Seeding, Fertilizing & Mulching	acre	0.13	\$4,832.00	\$628.16
85	Acer Circinatum	each	5	\$16.00	\$80.00
86	Acer Macrophyllum	each	2	\$16.00	\$32.00
88	Corylus Cornuta	each	6	\$18.00	\$108.00
90	Fraxinus Latifolia	each	2	\$16.00	\$32.00
91	Holodiscus Discolor	each	8	\$10.00	\$80.00
92	Lonicera Incolucrata	each	13	\$10.00	\$130.00
93	Mohonia Aquifolium	each	7	\$18.00	\$126.00
94	Malus Fusca	each	17	\$16.00	\$272.00
95	Physocarpus Capitatus	each	17	\$16.00	\$272.00
96	Picea Sitchensis	each	3	\$16.00	\$48.00
97	Populus Trichocarpa	each	3	\$16.00	\$48.00
98	Psuedosuga Menziesii	each	3	\$16.00	\$48.00
99	Ribes Sangineum	each	6	\$10.00	\$60.00
100	Rosa Nutkana	each	7	\$10.00	\$70.00
101	Rubus Parvflorus	each	7	\$10.00	\$70.00
102	Rubus Spectabilis	each	13	\$10.00	\$130.00
103	Salix Lucida	each	43	\$4.30	\$184.90
104	Salix Sitchensis	each	46	\$4.30	\$197.80
105	Sambucus Racemosa	each	6	\$11.00	\$66.00
106	Thuja Plicata	each	5	\$16.00	\$80.00
109	Sensitive Area Sign	each	1	\$315.00	\$315.00
126	Streambed Gravel	ton	*	\$150.00	
TOTAL ESTIMATED CREDIT					\$6,699.75

~ = method of payment not described

* = proposed quantity incorrect. Bid qty. already over-run (10/20/08)



Subject: Cash Set Aside Agreement with Franciscan Health System

Proposed Council Action:

Approve the attached Cash Set Aside Agreement with Franciscan Health System.

Dept. Origin: Public Works

Prepared by: David Stubchaer
Public Works Director

For Agenda of: January 12, 2009

Exhibits:

- Cash Set Aside Agreement
- BB16 Interim Improvements Estimated Cost Summary dated 12/3/08

	Initial & Date
Concurred by Mayor:	<i>GH 1/9/09</i>
Approved by City Administrator:	<i>POK 1/9/09</i>
Approved as to form by City Atty:	<i>approved by email</i>
Approved by Finance Director:	<i>DR 1/9/09</i>
Approved by Department Head:	<i>DS 1/9/09</i>

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

The City executed a Development Agreement with Franciscan Health System (FHS) dated July 21, 2006 for construction of transportation improvements involving the Borgen\Burnham\SR16\Canterwood Blvd. intersections, more commonly known as the "BB16 interim improvements". Section 10 of the agreement required FHS to "demonstrate to the City at the time the Developer (FHS) requests a Certificate of Occupancy, that it has set aside sufficient funds to construct the remaining transportation mitigation improvements (through execution of a cash set aside agreement in a form approved by the City Attorney)." Further, "The cash set aside amount to be deposited by the Developer shall be determined by the City Engineer, Who shall estimate the cost of the remaining improvements, and this amount shall be one and one-half times the cost of the remaining improvements."

The "remaining improvements" include all the improvements required to be built by FHS that have not been constructed at the time that FHS requests their certificate of occupancy. To date, only the Canterwood Blvd. improvements have been substantially completed. Still left to construct are improvements to both roundabouts, and both SR 16 off-ramps. The estimated costs of the remaining improvements have been determined to be \$7,207,568. Therefore, the cash set aside amount, which shall be one and one half times the cost of the remaining improvements, is \$10,811,351.

The attached Cash Set Aside Agreement has been approved by the City Attorney as required in the Development Agreement. The Cash Set Aside Agreement allows the City the right to draw upon the funds for the purpose of paying or reimbursing the City for the costs of construction and administration attributable to the Developer's portion of the Improvements.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Staff recommends approval of proposed Cash Set Aside Agreement.

**CITY OF GIG HARBOR
CASH SET ASIDE AGREEMENT**

DATE POSTED: _____
PROJECT COMPLETION DATE: _____

Re: Gig Harbor Project No. FHS Hospital/Medical Office Building Development
Owner/Developer: Franciscan Health System

WHEREAS, FRANCISCAN HEALTH SYSTEM, a Washington nonprofit corporation (the "Developer" or "FHS") has entered into that certain Development Agreement with the CITY OF GIG HARBOR (the "City") dated July 21, 2006 (the "Development Agreement") wherein the Developer agreed to design and construct certain transportation mitigation improvements known as the Burnham/Borgen/SR 16 Interchange improvements, more fully described in the Development Agreement (the "Improvements"); and

WHEREAS, the City applied for and was awarded a State of Washington Community Economic Revitalization Board grant in the amount of \$5 million (the "CERB" grant") to be used for the construction of a portion of the Improvements; and

WHEREAS, the parties agree that construction of the Improvements by the City will be a cost effective and efficient means of completing the Improvements as further detailed in that certain Agreement for Construction of Transportation Improvements entered into by the parties on August 29, 2006 (the "Construction Agreement"); and

WHEREAS, Section 10 of the Development Agreement provides that at the time a Certificate of Occupancy is requested, FHS shall ensure that the Improvements are in place or that a financial commitment, in the form of a cash set aside agreement, is in place to provide any facilities that are not completed; and

WHEREAS, the Improvements are not completed and FHS desires to request a Certificate of Occupancy in connection with its Medical Office Building, thus triggering its obligation to enter into this cash set aside agreement; and

WHEREAS, a cash set aside will allow the City to undertake construction of the Improvements by providing a means for the City to have access to the Developer's funds which are needed for the Developer's portion of the Improvements; and

WHEREAS, Bank of America (the "Financial Institution") is a federally-insured financial institution qualified to do business in the State of Washington;

NOW, THEREFORE, in consideration of the mutual covenants contained herein,

and to ensure the performance of the conditions required for the City approval of the Developer's project and issuance of a Certificate of Occupancy, it is hereby agreed as follows:

1. Escrow Account.

A. Developer shall establish an interest bearing escrow account with the Financial Institution in the amount of Ten Million, Eight Hundred Eleven Thousand, Three Hundred Fifty-One Dollars (\$10,811,351), Account No. _____. Such amount represents one and one-half times the costs of the required Improvements yet to be completed, as estimated by the City. A copy of the estimated amounts dated December 3, 2008, has been furnished to FHS. In the event bids received for improvements and accepted by the Developer are in excess of the estimated costs, the Developer shall deposit an amount in escrow equal to one and one-half times the amount of said excess less any interest earned on the original deposit, and the Developer shall deposit such amount within ten (10) business days of the City's demand for deposit.

B. The City shall have the right to draw upon the funds for the purpose of paying or reimbursing the City for the costs of construction and administration attributable to the Developer's portion of the Improvements, provided that the City has given FHS at least three (3) business days prior notice of its intent to withdraw funds accompanied by an itemized list of costs and/or invoices that the withdrawal will be used to pay. The Financial Institution shall, upon the request of the City, remit to the City within two days of the City's request the amount of funds in the account specified in the request. The Financial Institution agrees that it shall have no duty or right to evaluate the correctness or appropriateness of any such request, notice or determination by the City, and shall not interplead or in any manner delay payment of said funds to the City.

C. At no time shall any portion of the sums in said account be released without written authorization from the City.

D. In the event the total costs incurred in completing the Developer's portion of the Improvements are less than the funds in the escrow account, the unexpended portion of the escrow deposit will be returned to the Developer after final project closeout within thirty (30) days of Developer's request.

2. Administration. The Developer shall pay all reasonable direct costs of the City incurred in the administration of the design, review, materials testing, inspection and other necessary costs involved in the construction of the Improvements that may be in excess of the costs included in the cost estimate furnished to FHS.

3. Expiration. This Agreement shall remain in full force and effect until the obligations secured hereby have been fully performed as reasonably determined by the City, and a bond or other instrument of security guaranteeing maintenance of all

improvements for a period of two year(s) from acceptance, if required by the Director of Public Works, has been submitted to the City in an amount and form suitable to the City, and until released in writing by the City at the request of the Surety or the Principal.

4. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this Agreement or to collect the funds in the escrow account, the prevailing party shall be entitled to collect its costs and reasonable attorneys fees as a part of the reasonable costs of securing the obligation hereunder. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the funds set aside, but also over and above the funds in the account as a part of any recovery in any judicial proceeding.

The Financial Institution hereby agrees that this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in Pierce County Superior Court.

DATED this 9th day of January, 2009.

FINANCIAL INSTITUTION

DEVELOPER/OWNER

By: _____

By: Miss Kyznel _____

Its: _____

Its: CEO _____

Business Name: _____

Business Name: Franciscan Health System

Business Address: _____

Business Address: 1717 South J St.

City/State/Zip Code: _____

City/State/Zip Code: Tacoma, WA 98405

Telephone Number: _____

Telephone Number: 253-426-6100

CITY OF GIG HARBOR

By: _____

Its: _____

City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

BB16 INTERIM IMPROVEMENTS ESTIMATED COST SUMMARY

Updated: 12/3/08

Consent Agenda - 12**Canterwood/BB16 Interim Improvements Budget Phase 1**

Design	
Original Contract with DEA	\$1,512,160
WSDOT Design Review Services	\$72,631
<i>subtotal</i>	\$1,584,791

Construction	
Project Management	
WSDOT Project Management (includes material testing)	\$570,856
DEA Project Assistance	\$242,670
<i>subtotal</i>	\$813,526

Construction	
Canterwood Construction Contract	\$3,772,736
Storm Vault & Box Culvert (ordered/paid for by FHS)	\$406,113
Fire Station Coverage (5/26, 5/30, & Aug 2008)	\$47,657
Fire Station Coverage (September 2008)	\$66,648
Fire Station Coverage (October 2008)	\$17,199
Fire Station Coverage (November 2008 est.)	\$8,600
Wetland mitigation property purchase (cash portion)	\$125,750
<i>subtotal Construction</i>	\$4,444,702
Field Orders	
<i>Field Order #1 --processed</i>	\$1,089
<i>Field Order #2 --processed</i>	\$49,664
<i>Field Order #3 --processed</i>	\$42,607
<i>Field Order #4 --processed</i>	\$3,960
Field Order #5	\$1,000
Field Order #6	\$1,950
Field Order #7	\$1,000
<i>subtotal Field Orders</i>	\$101,270
<i>Note: First \$300k of field orders is paid from a \$300k Contingency</i>	
Field Orders Above Contingency Amount	\$0
<i>subtotal</i>	\$4,444,702

TOTAL PHASE 1 ESTIMATE	\$6,843,000
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BB16 Interim Improvements Budget Phase 2

Design	
Design Contract (Additional amount requested by DEA)	\$640,000
WSDOT Design Review Services	\$195,000
WSDOT Geotechnical Services	\$50,000
<i>subtotal</i>	\$885,000

Construction	
Project Management	
WSDOT Project Management (includes material testing)	\$975,000
Project Assistance	\$390,000
<i>subtotal</i>	\$1,365,000

Construction	
Phase 2 Construction Contract	\$6,500,000
5% Field Orders	\$325,000
<i>subtotal</i>	\$6,825,000

TOTAL PHASE 2 ESTIMATE	\$9,075,000
-------------------------------	--------------------

Total Interim Improvements Estimated Cost	\$15,918,000
--	---------------------

Less credits	
CERB Grant	(\$5,000,000)
Amount already paid to City by FHS (as of 11/10/08)	(\$3,109,912)
Amount already paid by FHS for construction (pre-cast culvert & storm vault)	(\$406,113)
Already Paid by Boys & Girls Club	(\$3,136)
Already Paid by Quadrant	(\$191,271)
Total Credits	(\$8,710,432)
Bond/"Cash set-aside" amount @ 100% (Total Project Cost less Credits)	\$7,207,568
Bond/"Cash Set-Aside" Amount (1.5 times 100% amount as req'd per agreement)	\$10,811,351



Subject: Approval of Bills

Proposed Council Action:

Approve Payment of Bills on January 12, 2009,
Checks #59655 through 59931 for \$2,343,424.15
(Includes ACH payment of \$260,198.06)

Dept. Origin: Finance
Prepared by: Robin Magee
For Agenda of: January 12, 2009
Exhibits: Checks by Date
Check Detail Report

Initial & Date

Concurred by Mayor: CLH 1/8/09
Approved by City Administrator: AK
Approved as to form by City Atty: _____
Approved by Finance Director: OR 1/8/09
Approved by Department Head: _____

Expenditure	Amount	Appropriation
Required	See Attached	Budgeted
		Required
		\$0

INFORMATION / BACKGROUND

Each regular Council meeting, the City Council approves payment of bills. See attached. If there are any additional questions, please contact the Finance Director.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

N/A

<u>Vendor</u>	<u>Check Amount</u>
000034 West Coast Paper Company	848.56
000039 American Disposal Co Inc	3,944.65
000055 AWC	4,250.89
000085 Owen Equipment Company	842.33
000088 Blumenthal Uniforms & Equip	292.08
000109 Cascade Arch & Eng Supplies Co	430.17
000124 CenturyTel of Washington Inc	4,706.93
000138 Code Publishing Company	475.62
000139 Ace Hardware	1,106.56
000149 Conan Fuel - Dan Root	6,208.97
000160 Consolidated Electrical	301.24
000164 Cosmopolitan Engineering Group	27,444.88
000170 Seattle Daily Journal of Comm	525.00
000173 David Evans and Assoc Inc	94,589.66
000179 Dept of Ecology Cashiering	150.00
000187 Matthew R Dougil	1,920.00
000189 MICHAEL A DUNN, ATTY	4,000.00
000191 Department of Health	630.00
000243 Gig Harbor Athletic Club	69.37
000254 Gig Harbor Employees Guild	335.00
000259 Gig Harbor Police Guild	825.00
000260 Gig Harbor Rexall	11.27
000271 Gray & Osborne Inc	918.02
000275 GRCC-WW WETRC	84.00
000277 Grey Chevrolet Inc	196.60
000283 Grainger Inc	177.19
000285 Linda M Gratzer	15.44
000305 HD Fowler Company Inc	1,413.28
000316 ICMA Retirement Corp	8,202.12
000319 ICMA Retirement Trust 401	52,461.11
000320 ICMA Retirement Trust 457	14,119.20
000331 Intelligent Products Inc	164.30
000346 JCI Jones Chemicals Inc	1,391.92
000356 Kitsap County Sheriffs Office	56.16
000365 PCRCO	471.54
000371 Dept of Licensing Firearms Dep	162.00
000372 Lighthouse Marine Inc	240.60
000403 Microflex Inc	360.10
000424 Murrey's Disposal Company Inc	2,744.50
000425 PRO-Build Inc	430.45
000430 NCL of Wisconsin Inc	221.68
000436 Nat'l Assn of Parliamentarians	75.00
000461 OGDEN MURPHY & WALLACE	3,970.95
000475 Office Depot	2,228.78
000488 Pacific Welding Supplies LLC	39.38
000489 Parametrix Inc	24,446.72
000495 Westbay Auto Parts	992.15
000500 Peninsula Gateway	2,314.31
000505 Peninsula Light Co	1,644.62
000506 Peninsula Light Co	20,471.30
000507 PENINSULA LAUNDRY&DRY CLEANERS	269.60
000515 Dept of Labor & Indust Boiler	62.10
000520 Photo Pro Imaging Center	16.26
000521 Pierce County Budget & Finance	46,148.36
000522 PURDY TOPSOIL & GRAVEL LLC	707.31
000531 Tacoma Screw Products	98.97
000534 Utilities Underground	58.20
000544 Qwest	295.98
000549 James B Pettersen	328.20
000550 Petty Cash-Laurelyn H Brekke	54.37
000560 Pitney Bowes	663.00
000567 Puget Sound Energy FKA	3,661.90

<u>Vendor</u>	<u>Check Amount</u>
000570 Puget Sound Clean Air Agency	1,000.00
000577 Port Supply	86.82
000644 Spectra Laboratories Inc	238.00
000646 Springbrook Software Inc	16,905.86
000649 KWANG S CHOUGH	116.00
000650 State Auditors Office	235.80
000651 State Treasurer	7,331.05
000657 Streich Brothers Inc	3,826.52
000663 Suburban Propane	70.46
000677 Humane Society for Tacoma & PC	435.00
000683 Technical Systems Inc	796.74
000691 Timco Inc Hyd & Ind Hose & Fit	625.12
000706 United Rentals Northwest Inc	1,514.18
000713 Utilities (City of Gig Harbor)	2,454.15
000724 WABO	145.00
000735 WA State Patrol	57.75
000743 WA State Patrol - Access	660.00
000747 Water Management Laboratories	344.00
000764 Woodworth & Co Inc	16,815.02
000786 Zep Manufacturing Co	201.25
000787 CenturyTel of Washington Inc	301.57
000797 Dennis Richards	597.37
000799 JP Morgan Chase	10,826.10
000804 Robin Magee	5.15
000810 AFLAC	3,862.45
000833 MULTICARE HEALTHWORKS	99.00
000837 City of Gig Harbor-Payroll	191.42
000859 Rainier View Water Company Inc	82.76
000924 Platt Electric Supply Inc	1,760.47
000944 Workwear Northwest	68.41
000953 Unum Life Ins Co of America	3,814.66
000955 WA State Dept of Transportatio	54.20
000983 WSDA	165.00
001054 PCFD5	15,994.00
001071 Tacoma Diesel & Equipment Inc	3,529.76
001090 DM Recycling Company	423.28
001180 Chief	58.74
001201 KISMET KA SITARA LLC	49.00
001227 Les Schwab Tire Center	179.55
001230 Economic Development Board	20,000.00
001260 ALAN P LAI	398.92
001275 Nextel Communications	1,162.59
001279 Olympic Springs Inc	25.79
001281 Active Construction Inc	942,378.81
001327 Dept of Information Services	10.68
001367 Encore!Theater Company	3,000.00
001373 Peninsula Youth Orchestra	3,000.00
001459 Pierce County	50.00
001467 Copy It Mail It	160.74
001469 Kitsap County Public Works	10.36
001470 Otis Elevator Company	996.38
001471 Gig Harbor Quilt Festival	3,000.00
001473 United Way of Pierce County	80.00
001477 Peninsula Community Chorus	945.20
001497 NIKOLAY KVASNYUK	139.10
001498 FormSource Inc	175.90
001508 IMAGENET LLC	78.17
001593 Breakwater Marina Inc	80.75
001607 DataProse Inc	1,208.92
001612 Public Safety Testing Inc	237.50
001619 Belfair Hose & Supply Inc	204.40
001622 HDR Engineering Inc	6,453.18

<u>Vendor</u>	<u>Check Amount</u>
001636 Premier Media Group Inc	750.00
001691 Applied Industrial	155.92
001699 TRUSTEED PLANS SVC CORP	832.80
001714 Kuker-Ranken Inc	188.05
001731 International Belt & Rubber	392.40
001735 ROTH HILL ENGINEERING PARTNERS	449.31
001752 American Petroleum	253.46
001770 AT&T Mobility	1,057.48
001773 Ferguson Enterprises Inc	1,821.55
001790 Sunrise Pest Management	136.47
001806 Pro-Vac LLC	3,075.72
001839 Pitney Bowes	141.88
001845 Reprographics Northwest Inc	2,018.32
001854 Right Systems Inc	12,573.47
001864 City Treasurer, City of Tacoma	734.18
001866 Whistle Workwear LLC	146.87
001874 SALTER JOYCE ZIKER PLLC	1,101.50
001891 Nextel Communications	594.17
001892 Accurint - Account #1216904	60.00
001912 GLISSON & WITT PLLC	6,416.00
001939 CAROL ZAHORSKY	1,000.00
001950 Mail Specialists Inc	244.40
001966 Tacoma Electric Supply LLC	44.56
002063 Aqua Ben Corporation	3,961.55
002064 Financial Consultants Intl Inc	1,629.00
002077 Red Wing Shoe Store	1,024.37
002078 Kitsap County Corrections Ctr	303.89
002082 Credit Northwest Corporation	40.70
002110 FITH ZAK INTERPRETING SERVICES	200.00
002112 SC Fuels	693.68
002113 Fastenal Company	149.51
002136 THE LATIMORE COMPANY LLC	350.00
002150 L-3 Communications	22,925.92
002158 SANDRA L ALLEN	60.00
002165 Dept of Licensing	139.47
002175 Port Orchard Sand & Gravel	4,177.85
002182 PenMet Parks	12,500.00
002212 GHP Civic Orchestra	2,657.21
002236 Hough Beck & Baird Inc	7,653.25
002237 Gordon Thomas Honeywell	8,333.00
002252 Coral Sales Co	582.05
002255 BROOKS RAND LABS LLC	722.78
002260 HRA VEBA TRUST	755.86
002286 Cascadia International, LLC	285.06
002291 Reserve Account	3,331.37
002292 MARY MARGARET KLOCKARS	3,213.71
002308 Batteries Plus - 245	52.09
002313 Preferred Copier Systems Inc	1,245.39
002317 Janis Gibbard	48.02
002323 Ricoh Americas Corporation	277.91
002338 Dept of Transportation	1,058.19
002340 YMCA of Tacoma-Pierce County	321.00
002352 USA Mobility Wireless Inc	8.85
002353 Fire Mountain Farms Inc	2,230.37
002359 GAPP Learning Incentive Progra	63.75
002372 GRETTE ASSOCIATES LLC	511.50
002373 INTERCOM Language Services Inc	398.28
002384 Tinys Tire Center Inc	27.20
002391 AM Test Inc Laboratories	40.00
002401 DANIELSON HARRIGAN LEYH &	112.50
002402 Aramark Uniform Services	3,218.80
002414 W&H Pacific Inc	8,489.63

<u>Vendor</u>	<u>Check Amount</u>	
002421	MCGAVICK GRAVES PS	480.00
002429	PTV America Inc	4,449.84
002433	MORRIS & TARADAY PC	6,667.50
002453	Dept of Ecology	13,320.32
002458	Susan Newell	3.59
002466	LAW OFFICES THOMAS D MORTIMER	225.50
002469	Strohs Water Company Inc	97.85
002480	Gig Harbor Historic Waterfront	1,580.53
002484	CTS ENGINEERS OF WA PLLC	9,677.86
002498	HW Lochner Inc	58,397.22
002541	DEPT OF RETIREMENT SYSTEMS	12,629.20
002543	Coastal Heritage Alliance	4,375.00
002545	Stan Palmer Construction Inc	55,855.46
002548	Builders Exchange of Washingto	457.75
002549	PMC	9,091.25
002550	ESA Adolphson	2,835.76
002557	Carollo Engineers PC	20,439.33
002561	Gig Harbor Fire & Medic One	17,199.36
002566	STOEL RIVES LLP	6,334.12
002574	GEORESOURCES LLC	2,670.45
002576	AT&T TeleConference Services	0.15
002589	NAYER PAINT & DECORATING LLC	161.91
002590	WESCOM COMMUNICATIONS	649.54
002591	Raquel Brunson	83.66
002592	SAFE BOATS INTERNATIONAL LLC	163,360.34
002593	Chuckals Inc	28.96
002594	Independent Group of Artists	600.00
002595	STRATEGIC BUSINESS ARCHITECTS	105.00
002596	Norstar Industries Inc	296.12
002597	RICK'R-STOUT CONSTRUCTION	66,034.34
002599	CourtSmart Digital Systems Inc	56,600.00
TBrennan	Brennan Heating & Air Cond	51.64
TCripps	Nathan Cripps	12.34
TCrites	Linda M Crites	12.34
TCrook	James A Crook	14.39
TCulbert	C Joy Culbert	14.10
TCummings	Tawny Cummings	12.34
TCunninD	Darrell L Cunningham	13.51
TCunz	Jackie Cunz	10.00
TDahm	Gregory Dahm	15.85
TDeMyers	Sharon DeMyers	10.00
TDokken	Laurie Dokken	12.49
TDorn	Deborah J Dorn	15.85
TDryer	Zachary Dryer	11.46
TEnger	Lannie Enger	18.78
TFalcocc	James J Falcocchio	11.17
TFazio	Diana L Fazio	18.19
TFedders	Karin Feddersen-Lethe	12.93
TFiano	Michele Fiano	12.52
TGair	BRUCE O & LINDA GAIR	13,763.49
TGrissom	Patrick Grissom	10.59
THedglin	Margaret E Hedglin	12.05
THillP	Patricia M Hill	18.78
THolmesC	Holmes Chiropractic	50.00
TMoist	John Moist	50.00
TQuadran	Quadrant Homes	300.00
TRichar	Sarah Richardson	11.17
TWawater	Washington Water Heaters	35.13

Report Total: 2,083,226.09

		<u>Amount</u>
JP Morgan Chase		
000799 JP Morgan Chase		
Ck. 59865	01/12/09	
Inv. 000001	Sand spinner motor-de-icing use #1022	356.60
Inv. 000001.	conf table,chairs,roundtable-WWTP Exp MM	1,198.98
Inv. 004805	steel toe boots, Jim Landon bght 12/5/08	97.55
Inv. 0348266	USB drive 8 GB for Courts	26.37
Inv. 03659	cable ties-lights on tree-Jerisich Prk	19.50
Inv. 065141	deli tray of fruit-IGA Council Mtg 12/5	27.95
Inv. 078382	distilled water & alum foil	30.53
Inv. 103349045070174	compact flash 4 GB-M Towslee-Admin	59.95
Inv. 11/11/08	reg,CleanTechTour,12/12, Dick Bower	40.00
Inv. 11/26RKarlinsey	meal chrged in error/reimb City 12/23,RK	47.50
Inv. 113346	refund ChamberBrkfst Mtg chrged in error	(20.00)
Inv. 16546	ISA & SMA Membership for 2009-Dan Lilley	230.00
Inv. 1686853P	400 AMP serv-WWTP Exp - Mobile Manor	175.00
Inv. 1746682	22.24 gallons of fuel-blue van/Civic Ctr	38.90
Inv. 19143	barb & burner for propane torch-Wtr Dept	56.38
Inv. 2051385	Fire & Explosion Investigate Guide book	73.75
Inv. 22325	wall&shelve units-WWTP Phs I Expansion	2,283.99
Inv. 23954	1/4x31 1/8 ZXY-item for de-icing	1.31
Inv. 24873	dishwasher-WWTP Phs I Expansion	470.45
Inv. 262642	17.05 gallons of unleaded fuel	30.00
Inv. 26771	66 bags of coarse solar salt-De-icing	326.44
Inv. 28082	182 bags of coarse solar salt-De-icing	943.04
Inv. 287013	PayrollSource Book/Finance Dept	214.12
Inv. 2989823	Serv fee paypal bldg/permits/Nov 08	59.95
Inv. 30254	reducer	4.28
Inv. 3602	candy canes for tree lighting 12/08	33.20
Inv. 3605	turbidity & CL2 meter & PH test kit	963.00
Inv. 3767	Wellness/sport socks & LED walking light	65.75
Inv. 383064A	dwnload PDF CPA EthicsExam&/course/Admin	49.05
Inv. 38833	cabinet,clamps, reducer-WWTP Exp Mobile	151.53
Inv. 41486	concrete (12) & clamps-WWTP Phs I Exp	40.96
Inv. 44183	ribbon for holiday garland	51.90
Inv. 44970	concrete (6 bags) WWTP Phs I Exp	18.54
Inv. 53074	Fire Origin & Fire Safety book - D Bower	81.36
Inv. 62410	16' 2x12's (2)	73.65
Inv. 6782	candy canes for tree lighting 12/08	31.80
Inv. 6920805	desks,hutches,dwrs-WWTP Exp Mobile Manor	1,791.00
Inv. 71158	switch (1) -#1036	50.03
Inv. 8336	bows for holiday decor-downtown	80.90
Inv. 85280	propane tank,clamps, adapter & torch	57.25
Inv. 86439	spraypaint,eyebolt & nipple	93.78
Inv. 870-202-8842	membership,ArborDayFound, 1/09-1/10,Dan	15.00
Inv. 87763	wire,adapter,bushing-WWTP Phs I Exp	86.02
Inv. 88741	lights, prehung door, & bags	201.55
Inv. 94902	clamp light, ext cord, salt & bags	97.29
Ck. 59865 Total		10,826.10
000799	JP Morgan Chase	10,826.10
JP Morgan Chase		10,826.10
Total		10,826.10



Subject: Interim Utility Financing Alternatives

Proposed Council Action:

Provide staff direction on whether or not to pursue short-term financing

Dept. Origin: Finance

Prepared by: David Rodenbach

For Agenda of: January 12, 2009

Exhibits:

Initial & Date

Concurred by Mayor:

CLH 1/6/09

Approved by City Administrator:

ROK 1/6/09

Approved as to form by City Atty:

N/A

Approved by Finance Director:

DR 1/6/09

Approved by Department Head:

DR 1/6/09

Table with 3 columns: Expenditure Required, Amount Budgeted, Appropriation Required

INFORMATION / BACKGROUND

At the December 8th Council meeting we were directed to evaluate interim utility financing alternatives to bridge the approximate \$4M Treatment Plant shortfall.

The attached letter provided by Dave Trageser of D.A. Davidson & Co. provides information concerning short-term borrowing for this project. This letter will be the basis for discussion on whether or not to pursue short-term financing for the WWTP phase 1 expansion project.

The city is in the process of applying for a PWTF loan. This loan will carry a 0.5% interest rate. We should know if the application is successful in May 2009.

Currently, we have about \$1.8M in the Sewer construction fund; and we have \$8M available to draw from the existing PWTF loan and a \$1M Department of Ecology grant. We do not expect that the \$4M shortfall will be needed until late 2009.

FISCAL CONSIDERATION

A short-term loan would cost the city about \$30,000, excluding interest expense if the loan was actually drawn down. The city stands an excellent chance to receive additional PWTF loans funding for the \$4M project funding shortfall. In addition, the city has an excellent credit rating and is expected to maintain this rating into the foreseeable future.

RECOMMENDATION / MOTION

Move to: Direct the Mayor whether or not to pursue short-term financing.



D.A. Davidson & Co.
member SIPC

Dave Rodenbach
Finance Director
City of Gig Harbor

January 5, 2009

Dear Dave:

At the December 8th Council meeting we were directed to evaluate interim utility financing alternatives to bridge the approximate \$4M Treatment Plant shortfall. Later in 2009, it is expected that the City would obtain another PWTF loan, obtain a federal stimulus grant, or issue bonds to takeout the interim financing.

I can certainly understand the Council's desire to lock-in all Project financing sources when they sign the construction contract. However, completing interim financing at this time comes with certain costs, especially since we consider it an "insurance policy" because very little, if any, draws are expected given the Project's initial PWTF sources. My best counsel is that the City should have access to the bond market later in 2009, and the implementation of the \$4M financing could be delayed.

If, however, the City would like to move forward with the interim financing, listed below are indications of interest (subject to credit approval) reflecting the current market for a Bank-Qualified BAN Line of Credit:

Bank of America – LIBOR based (% of be determined) variable rate Line with 25 basis point upfront fee and 75 basis point unused fee.

Cashmere Valley Bank – 80% of Prime variable rate Line with 25 basis point upfront fee.

The City would be responsible for other BAN costs of issuance, including Bond Counsel, Bank Counsel, and Structuring Agent. The total cost is estimated to be max \$30,000.

I am available to discuss these options at the January 12th Council meeting. If Council wanted to proceed, we'd be back on the January 26th Council meeting with a first reading of the BAN ordinance. The final action could be the first meeting in February.

Best Regards,

A handwritten signature in black ink, appearing to read "Dave Trageser".

Dave Trageser
Senior Vice President
D.A. Davidson & Co.



Subject: Proposed "Rossi Annexation"
(ANX 08-0003)

Proposed Council Action:

Reject the Notice of Intent to Commence
Annexation Proceedings

Dept. Origin: Planning Department

Prepared by: Tom Dolan *TD*
Planning Director

For Agenda of: **January 12, 2009**

Exhibits: Legal Description, Vicinity
Map, Aerial Photo of Area,
Notice of Intent

Initial & Date

Concurred by Mayor: CLH 1/6/09
Approved by City Administrator: PK 1/6/09
Approved as to form by City Atty: By e-mail
Approved by Finance Director: N/A
Approved by Department Head: TD 1/6/09

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

INFORMATION / BACKGROUND

The City received a Notice of Intention to Commence Annexation Proceedings from a single property owner, requesting annexation of a 0.21 acre (9,100 s.f) property located at 5919 Soundview Drive 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.

Notice of the January 12 meeting was posted on the City website and mailed to property owners in the area of the requested annexation. Additionally, this request was distributed to the Pierce County Fire District #5 and the Gig Harbor City Administrator, Chief of Police, City Clerk, Interim Public Works Director, Interim Director of Operations, City Engineer, and the City's directors of Fire and Safety Services, Planning, and Finance.

By the conclusion of this continued public meeting, the Council is to determine the following:

1. Whether the City Council will accept, reject, or geographically modify the proposing of this area for annexation;
2. Whether the City Council will require the simultaneous adoption of zoning for the proposed area that is in substantial compliance with the proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 981;
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed; and,
4. Whether the City Council will require additional annexation conditions.

If authorized by the City Council, the process can move forward with the circulation of a formal petition which will indicate the boundaries and conditions required for annexation. The petition must be signed by property owners of at least sixty percent (60%) of the assessed value of the area proposed for annexation in order to be certified by Pierce County and then scheduled for a public hearing in front of the City Council. In that Ms. Rossi owns the parcel under consideration here, the sixty percent petition will not be a problem unless the Council elects to expand the annexation area. 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 will have minimal impact on the neighborhood. The applicant owns the property abutting to the north and may be willing to include that parcel in the annexation as well.

- (2) Use of physical boundaries, including but not limited to bodies of water, highways, and land contours;

Comment: The proposed annexation property accesses Soundview Drive. The properties to the east utilize 28th Ave NW for access.

(3) Creation and preservation of logical service areas;

Comment: The proposed annexation would not result in an illogical service area regarding emergency responses and utilities. The City's sanitary sewer system is currently without additional capacity. However, there will be capacity in 2010. The City's Sewer Comprehensive Plan identifies that this site will be served by a lift station on 28th Avenue NW that is not yet constructed. Therefore, the applicant's proposal to construct a single family home on the site cannot occur until the proposed lift station is constructed. The site is serviced by the Shore Acres Water Company. All water flow requirements shall be subject to the approval of the Gig Harbor Director of Building/Fire Safety.

(4) Prevention of abnormally irregular boundaries;

Comment: The proposed annexation would not result in an abnormal irregular boundary.

(5) Discouragement of multiple incorporations of small cities and encouragement of incorporation of cities in excess of ten thousand population in heavily populated urban areas;

Comment: Not applicable.

(6) Dissolution of inactive special purpose districts;

Comment: The proposed annexation would not dissolve any special purpose districts.

(7) Adjustment of impractical boundaries;

Comment: Not applicable; there are no impractical boundaries requiring adjustment in this area.

(8) Incorporation as cities or towns or annexation to cities or towns of unincorporated areas which are urban in character; and

Comment: The property is urban in character.

(9) Protection of agricultural and rural lands which are designated for long-term productive agricultural and resource use by a comprehensive plan adopted by the county legislative authority.

Comment: The proposed annexation does not involve designated agricultural or rural lands.

Additional Considerations

The property is currently undeveloped. The applicant is proposing the development of one single family dwelling on the site. The applicant owns the existing single family dwelling that abuts the site to the north. Staff recommends that the City Council require that the applicant's existing house be included within the annexation. Access to both the applicant's existing house and the abutting vacant lot is to Soundview Drive via an existing easement.

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). The proposed pre-annexation zoning for the property is "R-1".

Once annexed, all sections of the Gig Harbor Municipal Code would apply, to include the Design Manual found in Title 17, "Zoning Ordinance" and Chapter 18.08 "Critical Areas". No wetlands of concern are mapped in this area, and, thus, a wetland analysis will not be required with the submittal of the annexation petition (GHMC 18.08.090). Geotechnical engineering reports may be required prior to approval of building permits. The issuance of building permits, according the Building/Fire Safety Director, will require adequate fire flow and may require additional fire hydrants.

BOARD OR COMMITTEE RECOMMENDATION

None

RECOMMENDATION / MOTION

Move to:

Reject the Notice of Intent to Commence Annexation

OR, by Council deliberation and by an official resolution, to:

- Geographically modify the proposed area for annexation to include both lots owned by the applicant;
- Accept the modified Notice of Intent to Commence Annexation; and,
- Authorize the circulation of an annexation petition for 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).
 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.
 4. The applicant shall provide adequate water fire flow and fire hydrants to serve the site as required by the Gig harbor Director of Building/Fire safety.

EXHIBITS

- A. Attached Legal Description**
- B. Vicinity Map**
- C. Aerial Photo of Area**
- D. Notice of Intent to Commence Annexation**



Pierce County
 Assessor-Treasurer
 KEN MADSEN

2401 South 35th Street Rm 142
 Tacoma, WA 98409-7498
 (253) 798-6111
 (800) 992-2456 (outside local area, WA only)
 Printed: 02/13/08

PARCEL NUMBER: 7580000942
2008 Tax Information

ROSSI GEORGE W & JUDITH M
 5919 SOUNDVIEW DR
 GIG HARBOR WA 98335-2045

TAX PROPERTY DESCRIPTION

Parcel Location: 5919 SOUNDVIEW DR NW
 TAX AREA CODE: 472
 Section 17 Township 21 Range 02 Quarter 13 SHORE ACRES:
 SHORE ACRES POR OF L 33 DESC AS FOLL E 125 FT OF W 257.1 FT
 OF S 73.94 FT OF N 233.94 FT ITEM 11 NE-17-21-02E OUT OF
 093-6 SEG J-3156 SS

VALUE INFORMATION FOR 2008 TAX

MARKET LAND: 44,800

TOTAL MARKET VALUE 44,800
 GENERAL LEVY RATE PER \$1000 OF VALUE 9.21706356

CALCULATED GENERAL TAX 412.92

GENERAL TAX DISTRIBUTION

1% LIMIT HAS BEEN APPLIED

STATE SCHOOLS	92.68
LOCAL SCHOOLS	94.44
COUNTY	46.90
CONSERVATION FUTURES	1.75
PARKS AND RECREATION	
CITY	
METROPOLITAN PARK DISTRICT	14.88
PORT	8.29
ROADS	62.74
FIRE	71.58
LIBRARY	1.51
WATER	
TOTAL GENERAL TAX DISTRIBUTION	412.92

\$103.79 OF THE GENERAL TAX
 WAS APPROVED BY THE VOTERS
2008 CURRENT TAXES

GENERAL PROPERTY TAX: 412.92

ASSESSMENTS/CHARGES

SURFACE WATER CHARGE: 15.00
 NOXIOUS WEED CONTROL: 1.39

PIERCE CONSERVATION DISTRICT: 5.00

ASSESS/CHARGES SUB-TOTAL: 21.39

2008 CURRENT AMOUNT DUE: \$434.31

YEAR DELINQUENCY DUE SECTION INT/PEN TO APR 30 TO

TOTAL AMOUNT \$434.31

EXHIBIT "A"

Tax Reduction: If your property is damaged or destroyed, you may be eligible for reduced assessed value for taxes payable in the year that the loss occurred. Please call (253) 798-6111 for additional information.

3-year deferral: If you improve your single family residence by adding new rooms, decks, patios or other improvements, you may apply for a 3-year exemption from taxes on the value of the physical improvement. You must apply for the deferral before construction is complete. Please call (253) 798-6111 for additional information.

Current Use/Open Space: If you have agricultural, open space or timber lands, you may apply to qualify for the Current Use/Open Space Program. This generally means a reduced assessed value for the duration of the classification but removal may result in penalties and interest charges. Please call (253) 798-6111 for additional information.

EXHIBIT B

New Business - 2

SP 90-08-17-0239
SP 92-02-07-0129

SP 86-02-27-0152
5-001
5-002

COUNTRY SQUIRE CONDO
000464

BUTLERS SOUND VIEW TRACTS
228850
B & B CONDO

280000
WICK ADD

SP 78-547
KETNER ADD
494750

954000
OLYMPIC TOWNHOUSE CONDO
653350

REID DRIVE PLAT
400223

SP 92-0-17-037

SP 91-02-2-0048

SOUNDVIEW PARK BINDING SITE PLAN
400006

SHORE ACRES ADD
758000

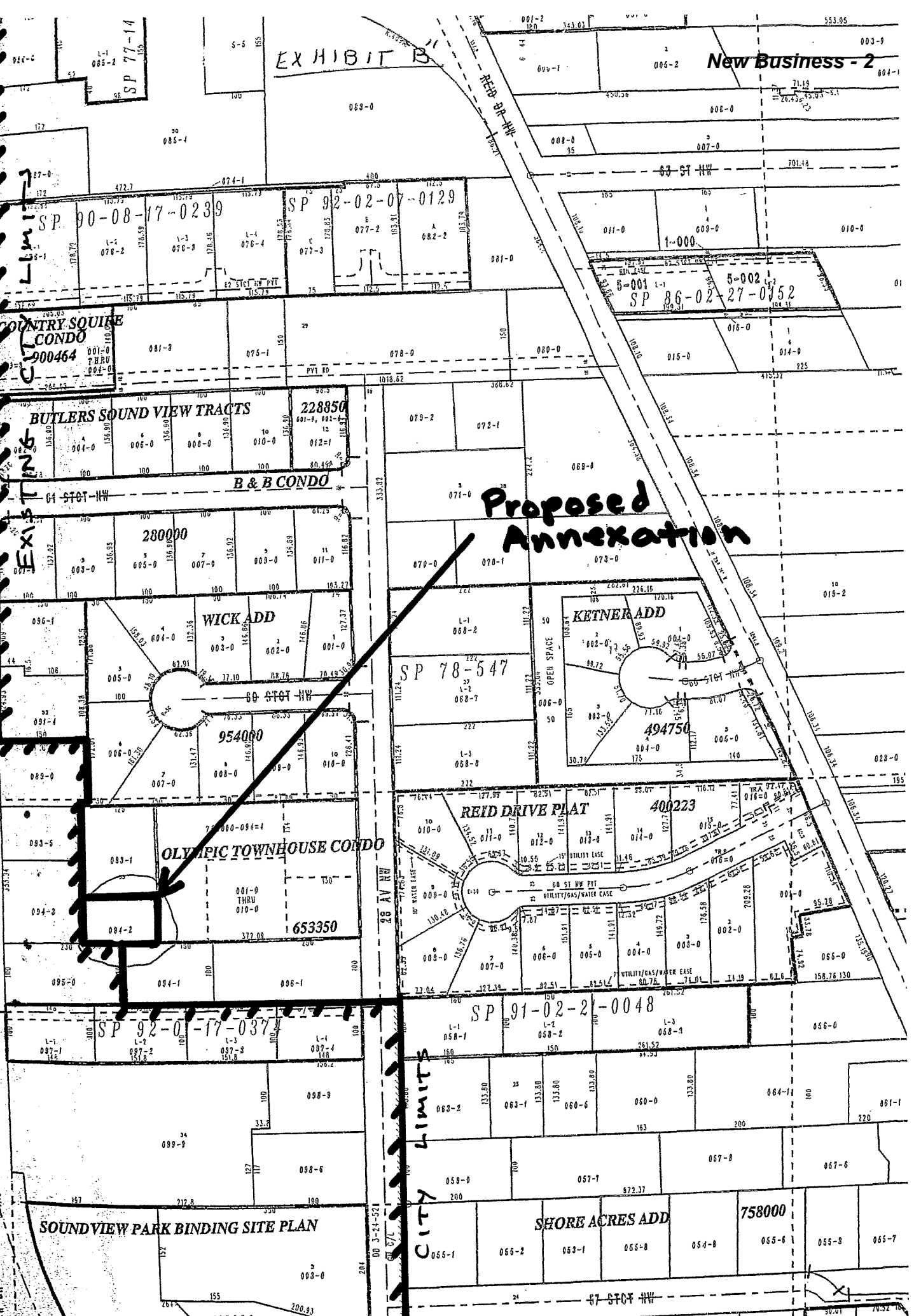
Soundview Drive

LIMITS

EXISTING

CITY LIMITS

Proposed Annexation





Rossi Annexation

ANX 08-0003

Legend

- Highlighted Tax Parcels
- Tax Parcels
- Orthos - 2005 - City of Gig Harbor
- Roads
- Interstate Limited Access State Routes
- Other State Routes
- Major Arterial
- Collector
- Local Access
- Pierce County Basemap
- Unincorporated County
- Tacoma
- Lakewood, Edgewood, Bonney Lake, Buckley, South Prairie
- Stielacoom, Fircrest, Fife, Gig Harbor, Orting, Eatonville, Roy, Carbonado, Wilkeson, Mt Rainier
- University Place, Puyallup, Auburn
- DuPont, Milton, Sumner
- Fort Lewis, McChord, McNeil
- Island
- Water

Printed: 1/5/09 1:04 PM

Scale 1:1,403



THE MARITIME CITY

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

**PETITION FOR ANNEXATION TO THE
CITY OF GIG HARBOR, WASHINGTON**

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

Dear Mayor and City Council:

WE, the undersigned, who are the owners of a majority of the acreage and a majority of the registered voters residing in the area 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, lying contiguous to the City of Gig Harbor, Washington (an optional municipal code city), do hereby petition that such territory be annexed to and made a part of the City of Gig Harbor under the provisions of RCW 35A.14.420-450., and any amendments thereto, of the State of Washington.

The territory proposed to be annexed is within Pierce County, Washington, and is legally described on Exhibit "A", attached hereto.

WHEREFORE, the undersigned respectively petition the City Council of the City of Gig Harbor and ask:

- (a) That appropriate action be taken to entertain this petition, fixing a date for a public hearing thereon and causing notice of the hearing to be published in one or more issues of a newspaper of general circulation in the City and posted in three public places within the territory proposed for annexation, and shall specify the time and place of hearing and invite interested persons to appear and voice approval or disapproval of the annexation; and
- (b) That following such hearing, if the City Council determines to effect the annexation, it shall do so by ordinance, and that property so annexed shall become a part of the City of Gig Harbor, Washington, subject to its laws and ordinance then and thereafter in force.

The City of Gig Harbor Council meet with the initiators of the proposed annexation on _____. It was moved by Councilmember _____ and seconded by Councilmember _____ that the City of Gig Harbor accept the notice of intention to commence annexation proceedings and further authorize the circulation of an annexation petition subject to the following conditions:

1. All property within the territory hereby sought to be annexed shall be assessed and taxed on the same basis as property within the City of Gig Harbor is assessed and taxed to pay for the portion of any then-outstanding indebtedness of the City of Gig Harbor, which indebtedness has been approved by the voters,

- contracted for, or incurred before, or existing at, the date of annexation and that the City of Gig Harbor has required to be assumed; and
2. Simultaneous adoption of proposed zoning regulations be required of the said area proposed for annexation as described in the City of Gig Harbor Comprehensive Plan adopted pursuant to Ordinance No. 686 of the City of Gig Harbor, and as implemented through the City Zoning Code, Title 17 of the Gig Harbor Municipal Code. Zoning is hereby established as _____.

This petition is accompanied by and has attached hereto as Exhibit "B", a diagram that outlines the geographic boundaries of the property sought to be annexed as depicted on a Pierce County Assessor's parcel map.

These pages are a group of pages containing identical text and prayer intended by the signers of this petition to be presented and considered as one petition and may be filed with other pages containing additional signatures which cumulatively may be considered as a single petition.

WARNING: Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

PRAYER OF PETITION: (1) Annexation of the area described in Exhibits "A" and "B", and (2) assumption of indebtedness of the City of Gig Harbor, and (3) adoption of the City of Gig Harbor Zoning Designation of _____.

Resident/Owner Signature	Printed Name	Address & Tax Parcel Number	Date Signed
<i>Judith Rossi</i>	JUDITH ROSSI	5919 SOUNDVIEW DR 7580008942	10/20/08



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

Subject: Council Committees

Proposed Council Action:

To accept these appointments for the Council Committees and to appoint Mayor Pro Tem for 2009

Dept. Origin: Administration

Prepared by: Chuck Hunter, Mayor

For Agenda of: 1/12/09

Exhibits: Tally sheets

Initial & Date

Concurred by Mayor:

CH 1/7/09

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

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

Below are the results of the Councilmembers' selection for the 2008 Council Committees.

	Finance & Safety	Operations & Public Projects	Planning & Building	Inter-Gov't'l Affairs	Candidate Review
Conan	3	5	2	1	4
Malich	4	1	5	2	3
Ekberg	3	1			2
Franich	3	1	2	5	4
Kadzik	4	3	1	5	2
Payne	5	1	4	2	3
Young	2	3	4	1	5

I would like to recommend the following committee assignments:

Finance & Safety: Ekberg, Malich, Young

Operations & Public Projects: Ekberg, Franich, Payne

Planning & Building: Conan, Franich, Kadzik

Inter-governmental Affairs: Conan, Payne, Young

Board / Commission Candidate Review: Ekberg, Kadzik, Malich

RECOMMENDATION / MOTION

Move to: Accept these appointments for the Council Committees for 2009 and to make a motion to appoint Mayor Pro Tem for 2009.



ADMINISTRATION

TO: CITY COUNCIL
FROM: CHUCK HUNTER, MAYOR
SUBJECT: MAYOR PRO TEM / STANDING COUNCIL COMMITTEES
DATE: DECEMBER 30, 2009

Each year, Council is to elect a Mayor Pro Tem. Thank you Councilmember Conan for serving in this capacity during the past year. I would like Council to agree to who shall serve as Mayor Pro Tem during 2009 and make a motion to appoint on January 12th.

The Standing Council Committees have been in effect for three years. Per GHMC 2.51.040, the Mayor may make a recommendation for appointment may be made annually after each council election, or more frequently, but in no event more frequently than annually unless vacancies occur.

Here is a list of the existing committees:

- Finance & Safety:** Conan, Franich, Young
- Operations & Public Projects:** Ekberg, Franich, Payne
- Planning & Building:** Conan, Kadzik, Malich
- Inter-governmental Affairs:** Payne, Conan, Ekberg
- Board / Commission Candidate Review:** Ekberg, Payne, Kadzik

And when they meet:

- Finance and Safety:** quarterly on the third Monday of the months of March, June, September, and December at 4:00 p.m.;
- Operations and Public Projects:** Third Thursday of the month at 3:00 p.m.
- Planning and Building:** First Monday of the month at 5:00 p.m.
- Intergovernmental Affairs:** Second Monday of the month at 4:30 p.m.;
- Board and Commission Candidate Review:** Fourth Monday of the month at 4:30 p.m.

Please indicate your choice below, and a recommendation will be brought back at the next meeting. Please indicate your 1st, 2nd, 3rd, 4th, and 5th choices in order of interest.

Please **return this completed form** to the City Clerk by **January 7th** in order to be included in the January 12th Council Agenda. *Thank you.*

<u>Committees</u>	<u>Order of Choice</u>
Finance and Safety	<u>3</u>
Operations and Public Projects	<u>1</u>
Planning and Building	<u>2</u>
Inter-governmental Affairs	<u>5</u>
Board and Commission Candidate Review	<u>4</u>

Name: Jim Franich



ADMINISTRATION

TO: CITY COUNCIL
FROM: CHUCK HUNTER, MAYOR
SUBJECT: MAYOR PRO TEM / STANDING COUNCIL COMMITTEES
DATE: DECEMBER 30, 2009

Each year, Council is to elect a Mayor Pro Tem. Thank you Councilmember Conan for serving in this capacity during the past year. I would like Council to agree to who shall serve as Mayor Pro Tem during 2009 and make a motion to appoint on January 12th.

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Here is a list of the existing committees:

- Finance & Safety: Conan, Franich, Young
Operations & Public Projects: Ekberg, Franich, Payne
Planning & Building: Conan, Kadzik, Malich
Inter-governmental Affairs: Payne, Conan, Ekberg
Board / Commission Candidate Review: Ekberg, Payne, Kadzik

And when they meet:

- Finance and Safety: quarterly on the third Monday of the months of March, June, September, and December at 4:00 p.m.;
Operations and Public Projects: Third Thursday of the month at 3:00 p.m.
Planning and Building: First Monday of the month at 5:00 p.m.
Intergovernmental Affairs: Second Monday of the month at 4:30 p.m.;
Board and Commission Candidate Review: Fourth Monday of the month at 4:30 p.m.

Please indicate your choice below, and a recommendation will be brought back at the next meeting. Please indicate your 1st, 2nd, 3rd, 4th, and 5th choices in order of interest.

Please return this completed form to the City Clerk by January 7th in order to be included in the January 12th Council Agenda. Thank you.

Table with 2 columns: Committees and Order of Choice. Rows include Finance and Safety (4), Operations and Public Projects (1), Planning and Building (5), Inter-governmental Affairs (2), and Board and Commission Candidate Review (3).

Name: Ken Malich



ADMINISTRATION

TO: CITY COUNCIL
FROM: CHUCK HUNTER, MAYOR
SUBJECT: MAYOR PRO TEM / STANDING COUNCIL COMMITTEES
DATE: DECEMBER 30, 2009

Each year, Council is to elect a Mayor Pro Tem. Thank you Councilmember Conan for serving in this capacity during the past year. I would like Council to agree to who shall serve as Mayor Pro Tem during 2009 and make a motion to appoint on January 12th.

The Standing Council Committees have been in effect for three years. Per GHMC 2.51.040, the Mayor may make a recommendation for appointment may be made annually after each council election, or more frequently, but in no event more frequently than annually unless vacancies occur.

Here is a list of the existing committees:

- Finance & Safety:** Conan, Franich, Young
- Operations & Public Projects:** Ekberg, Franich, Payne
- Planning & Building:** Conan, Kadzik, Malich
- Inter-governmental Affairs:** Payne, Conan, Ekberg
- Board / Commission Candidate Review:** Ekberg, Payne, Kadzik

And when they meet:

- Finance and Safety:** quarterly on the third Monday of the months of March, June, September, and December at 4:00 p.m.;
- Operations and Public Projects:** Third Thursday of the month at 3:00 p.m.
- Planning and Building:** First Monday of the month at 5:00 p.m.
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<u>Committees</u>	<u>Order of Choice</u>
Finance and Safety	<u>5</u>
Operations and Public Projects	<u>1</u>
Planning and Building	<u>4</u>
Inter-governmental Affairs	<u>2</u>
Board and Commission Candidate Review	<u>3</u>

Name: Tim Payne



ADMINISTRATION

TO: CITY COUNCIL
FROM: CHUCK HUNTER, MAYOR
SUBJECT: MAYOR PRO TEM / STANDING COUNCIL COMMITTEES
DATE: DECEMBER 30, 2009

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<u>Committees</u>	<u>Order of Choice</u>
Finance and Safety	2 _____
Operations and Public Projects	3 _____
Planning and Building	4 _____
Inter-governmental Affairs	1 _____
Board and Commission Candidate Review	5 _____

Name: Derek Young _____



ADMINISTRATION

TO: CITY COUNCIL
FROM: CHUCK HUNTER, MAYOR
SUBJECT: MAYOR PRO TEM / STANDING COUNCIL COMMITTEES
DATE: DECEMBER 30, 2009

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Operations & Public Projects: Ekberg, Franich, Payne
Planning & Building: Conan, Kadzik, Malich
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Board / Commission Candidate Review: Ekberg, Payne, Kadzik

And when they meet:

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Planning and Building: First Monday of the month at 5:00 p.m.
Intergovernmental Affairs: Second Monday of the month at 4:30 p.m.;
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Please indicate your choice below, and a recommendation will be brought back at the next meeting. Please indicate your 1st, 2nd, 3rd, 4th, and 5th choices in order of interest.

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Table with 2 columns: Committees and Order of Choice. Rows include Finance and Safety (3), Operations and Public Projects (1), Planning and Building, Inter-governmental Affairs, and Board and Commission Candidate Review (2).

Name: Steve Ekberg



ADMINISTRATION

TO: CITY COUNCIL
FROM: CHUCK HUNTER, MAYOR
SUBJECT: MAYOR PRO TEM / STANDING COUNCIL COMMITTEES
DATE: DECEMBER 30, 2009

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- Planning & Building:** Conan, Kadzik, Malich
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- Board / Commission Candidate Review:** Ekberg, Payne, Kadzik

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<u>Committees</u>	<u>Order of Choice</u>
Finance and Safety	_____ 4
Operations and Public Projects	_____ 3
Planning and Building	_____ 1
Inter-governmental Affairs	_____ 5
Board and Commission Candidate Review	_____ 2

Name: Paul L. Kadzik



ADMINISTRATION

TO: CITY COUNCIL
FROM: CHUCK HUNTER, MAYOR
SUBJECT: MAYOR PRO TEM / STANDING COUNCIL COMMITTEES
DATE: DECEMBER 30, 2009

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<u>Committees</u>	<u>Order of Choice</u>
Finance and Safety	3 _____
Operations and Public Projects	5 _____
Planning and Building	2 _____
Inter-governmental Affairs	1 _____
Board and Commission Candidate Review	4 _____

Name: Paul R. Conan

I would also like to see Paul Kadzik or Tim Payne as Mayor Pro-Tem for 2009 since they are next in seniority of those that have not served yet.



Subject: Harbor Hill Water Tank and Mainline Extension Latecomers Agreement

Proposed Council Actions:

Approve the Harbor Hill Water Tank and Mainline Extension Latecomers Agreement

Dept. Origin: Public Works
Prepared by: David Stubchaer
Public Works Director
For Agenda of: January 12, 2009
Exhibits: Latecomer's Agreement

	Initial & Date
Concurred by Mayor:	<u>CW 1/7/09</u>
Approved by City Administrator:	<u>RJK 1/7/09</u>
Approved as to form by City Atty:	<u>approved by email</u>
Approved by Finance Director:	<u>DF 1/7/09</u>
Approved by Department Head:	<u>DF 1/6/09</u>

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

INFORMATION / BACKGROUND

Olympic Property Group (OPG) constructed approximately 4,800 feet of 16-inch diameter waterline, connecting to an existing City water main on Borgen Boulevard, and a 2.3-million gallon reservoir (improvements) that serves the Gig Harbor North area. The improvements to the City's water system constructed by OPG serves considerably more than the needs of OPG's proposed developments. Pursuant to RCW 35.91.020 and Chapter 13.35 GHMC, OPG has requested that the City bring the proposed Harbor Hill Water Tank and Mainline Extension Latecomers Agreement (Agreement) to Council for approval so that they may be reimbursed for costs of the improvements that they constructed which are over and above OPG's own needs by subsequent users.

Through consultation with the City Engineer, a method of calculating a property owner's fair pro-rata share of the improvements based on actual (if available) or calculated water usage based on land-use or structure use type. The total cost of the improvements was approximately \$3.043 million. Based on the calculations, OPG's share was approximately \$2.225 million, which leaves approximately \$818,000 which may be reimbursed.

If this Agreement is approved, each property owner who has been determined to benefit from the improvements would pay a fair pro-rata share of the \$818,000 if and when they have or were to connect to the improvements within 15 years of the date of the Agreement, or longer if the Agreement were extended. If they do not connect within the 15-year period their obligation

under the Agreement would end. Each property and their pro-rata share amount are listed in the Agreement (attached).

A copy of the proposed Agreement and notification that the Agreement would be considered at the January 12, 2009 Gig Harbor City Council meeting was sent via certified mail to each of the affected property owners listed in the agreement on December 26, 2008 and advertized in the Gateway Newspaper on December 31, 2008.

FISCAL CONSIDERATION

The City would collect the pro-rata shares from each property owner on behalf of OPG. To cover the City's administrative costs of billing and collecting the pro-rata shares, the City would charge OPG a 5% charge on any collected amounts, and is thus considered cost-neutral to the City.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Staff recommends approval of the proposed Harbor Hill Water Tank and Mainline Extension Latecomers Agreement.

AFTER RECORDING RETURN TO:

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

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

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

Harbor Hill Water Tank and Mainline Extension Latecomers Agreement

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

OPG Properties LLC

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

City of Gig Harbor

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

Portions of Sections 25, Township 22 North, Range 1 East, and Sections 30 and 31, Township 22 North, Range 2 East, W.M., Pierce County, Washington

Complete legal description is at Exhibit C (pages 13 to 19) hereto

Assessor's Property Tax Parcel or Account number:

0122254090, 0122254083, 0222303002, 0122254073, 0122254051, 0122254072,
0222312029, 0222312027, 0222312028, 0222316001, 0222316002, 0222316003,
0222316004, 0222312023, 0222313023, 0222313044, 0222314016

See Attachment #1 for Additional Account Numbers

Reference number(s) of documents assigned or released: None.

Attachment #1

Assessor's Property Tax Parcel or Account number (con't):

4002880010, 4002880020, 4002880030, 4002880040, 4002880050, 4002880060,
4002880070, 4002880080, 4002880090, 4002880100, 4002880110, 4002880120,
4002880130, 4002880140, 4002880150, 4002880160, 4002880170, 4002880180,
4002880190, 4002880200, 4002880210, 4002880220, 4002880230, 4002880240,
4002880250, 4002880260, 4002880270, 4002880280, 4002880290, 4002880300,
4002880310, 4002880320, 4002880330, 4002880340, 4002880350, 4002880360,
4002880370, 4002880380, 4002880390, 4002880400, 4002880410, 4002880420,
4002880430, 4002880440, 4002880450, 4002880460, 4002880470, 4002880480,
4002880490, 4002880500, 4002880510, 4002880520, 4002880530, 4002880540,
4002880550, 4002880560, 4002880570, 4002880580, 4002880590, 4002880600,
4002880610, 4002880620, 4002880630, 4002880640, 4002880650, 4002880660,
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4002880730, 4002880740, 4002880750, 4002880760, 4002880770, 4002880780,
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4002881030, 4002881040, 4002881050, 4002881060, 4002881070, 4002881080,
4002881090, 4002881100, 4002881110, 4002881120, 4002881130, 4002881140,
4002881150, 4002881160, 4002881170, 4002881180, 4002881190, 4002881200,
4002881210, 4002881220, 4002881230, 4002881240.
0122254091, 3001140010, 3001140020, 3001140030, 3001140040.

**HARBOR HILL WATER TANK AND
MAINLINE EXTENSION LATECOMERS AGREEMENT**

THIS AGREEMENT is made this _____ day of January, 2009, by and between OPG Properties LLC, a Washington Limited Liability Company, and the City of Gig Harbor, situate in Pierce County, Washington, the parties respectively referred to herein as "Owner" and "City".

WITNESSETH:

RECITALS

1. The City owns and operates a water system within and adjacent to its limits;
and
2. The Owner has constructed, under agreement with the City, pursuant to the Municipal Water and Sewer Facilities Act, RCW 35.91.010, *et seq.*, certain improvements to said system more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Improvements"), which Improvements are capable of serving areas now owned by the Owner or its affiliate Harbor Hill LLC and other real property; and
3. The Improvements are located within the area served by the City's water system and have been accepted by the City for maintenance and operation; and
4. The Owner has transferred to the City title to the Improvements free and clear of all encumbrances, by a Bill of Sale executed and delivered by Owner to the City on or after July 25, 2006, after acceptance of the Improvements for maintenance by the City; and
5. The cost of construction of the Improvements under the provisions of said Municipal Water and Sewer Facilities Act is Three Million Forty-three Thousand Three Hundred Eight Dollars and Sixty-three Cents (\$3,043,308.63) (the "Project Cost"), as detailed on **Exhibit "B"** attached hereto and by this reference incorporated herein, which amount includes without limitation all design, engineering, construction, carrying costs, and construction management and processing fees incurred by or on behalf of the Owner; and
6. The area intended to be served and directly benefited by the Improvements is 540.13 gross acres located within fifty-one (51) tax parcels (the "Benefited Property"). Of the Benefited Property, the Owner is liable to bear the fair share allocation of the Project Cost as to 386.08 gross acres located within thirty-four (34) tax parcels and other property owners are liable for the fair share allocation of the Project Cost as to 154.05 gross acres located within seventeen (17) tax parcels (the "Assessed Property"). The Assessed Property is described in **Exhibit "C"** attached hereto and by this reference incorporated herein. The term "tax parcel" as used in this Agreement means "tax parcel as described on **Exhibit "C"** attached hereto" or as otherwise described and numbered by the Office of the Pierce County Assessor as of

March 31, 2008, regardless whether such parcel subsequently was consolidated or divided; and

7. The City has determined and the Owner has agreed that the fair share allocation of the Project Cost is described in this Agreement and is set forth as to each tax parcel on **Exhibit "D"** attached hereto and by this reference incorporated herein (the "Fair Pro Rata Share"), to be collected from the owner or owners of any portion of the Assessed Property upon the first to occur of either the date that such owner records a final plat, binding site plan, or condominium declaration relating to the lot, tract, or parcel in the real property records of Pierce County or the date the owner taps into or connects to the City's water system; and

8. The City and Owner desire and intend by this Agreement to provide for collection of the Fair Pro Rata Share from the owners of the Assessed Property, under the provisions of the Municipal Water and Sewer Facilities Act, PROVIDED, that nothing contained herein shall be construed to affect or impair in any manner the right of the City to regulate the use of its said system of which the Improvements shall become a part under the terms of this Agreement, pursuant to the provisions of any ordinance, resolution, or policy now or hereafter in effect. The imposition by the City of any such requirement shall not be deemed an impairment of this Agreement though it may be imposed in such a manner as to refuse service to an owner of the Assessed Property in order to secure compliance with such requirements of the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, it is agreed by and between the parties hereto as follows:

AGREEMENT

A. All of the recitals set forth above are adopted by the parties as material elements of this Agreement.

B. Owner warrants that it has conveyed to the City ownership of the Improvements described in **Exhibit "A,"** that it has neither permitted nor suffered any person or other entity to tap into or connect to said Improvements prior to the date of this Agreement, that the Fair Pro Rata Share is to be assessed against the owner of each parcel within the Assessed Property who taps into or connects to the City's water system, and does further warrant that there are no persons, firms, or corporations who have filed or have the right to file a lien against the Improvements pursuant to the provisions of Title 60 of the Revised Code of Washington, other than those heretofore filed that have been satisfied. In the event that any lien or other claim against said Improvements is asserted, Owner shall defend and save harmless the City from loss on account thereof, and in the event the City shall be put to any expense in defense of such claim or otherwise, then the City shall have a lien against any Fair Pro Rata Share funds then or thereafter deposited with it pursuant to this Agreement.

C. The City has accepted and hereby agrees to maintain the Improvements as part of its water system and further agrees to collect the Fair Pro Rata Share from the owners of the Assessed Property who tap into or use the same, and the Fair Pro Rata Share of the Improvements shall be conclusively presumed to be a fair pro rata charge against the Assessed Property. Each owner of any lot, tract, or parcel within the Assessed Property shall pay the City its Fair Pro Rata Share upon the first to occur of either the date that such owner records a final plat, binding site plan, or condominium declaration relating to the lot, tract, or parcel in the real property records of Pierce County or the date the owner taps into or connects to the City's water system. The City shall charge, in addition to its usual and ordinary charges made against persons applying for service from the City's water system and in addition to the Fair Pro Rata Share agreed to be collected by the City in this paragraph, a sum equal to five percent (5%) of the Fair Pro Rata Share, to be collected from owners of the Assessed Property, which sum shall be used by the City to defray the cost of labor, bookkeeping, and accounting, pursuant to the terms of this Agreement.

D. The Project Cost for the Improvements, including costs eligible for reimbursement under this Agreement, is itemized on **Exhibit "B"** attached hereto. The Fair Pro Rata Share latecomer's assessment for tax parcels within the Assessed Property is set forth on **Exhibit "D"** attached hereto and shall be based upon the following formula:

The Fair Pro Rata Share assessment for each parcel is the current estimated gallons per day used by the parcel upon completion of development of the parcel, as set forth on Exhibit D, divided by the total estimated gallons per day used by all of the Assessed Property (381,163 gallons per day) upon completion of development, multiplied by the Project Cost (\$3,043,308.63).

For example, if the current estimated gallons per day to be used by a parcel upon completion of development of the parcel is 5,700, then 5,700 divided by 381,163 equals 0.014954232, multiplied by \$3,043,308.63 equals a Fair Pro Rata Share assessment of \$45,510.34.

The current estimated gallons per day used by the parcel upon completion of development of the parcel, as set forth on Exhibit D, is calculated as follows:

(1) Completed Developments. As to parcels on which development is complete as of the making of this Agreement, the current estimated gallons per day used by the parcel is based on the actual average daily use of water during the peak two-month period, except that where the development has been completed and in use for less than twelve months, the higher of the actual average daily use of water during the peak two-month period or the current estimated gallons per day using the formula for Future Nonresidential, Non-hospital Developments described below was used.

(2) Future Residential Developments. As to parcels on which development is not complete as of the making of this Agreement, if the highest and best use of the parcel is residential based on current zoning regulations and other

factors, then the current estimated gallons per day used by the parcel is based on the net usable area of the parcel, in acres, multiplied by the current estimated number of dwelling units per acre upon completion of development of the parcel, multiplied by the current estimated number of persons per dwelling unit, multiplied by the current estimated rate of water use per person per day, in gallons.

(3) Future Hospital Developments. As to parcels on which development is not complete as of the making of this Agreement, if the highest and best use of the parcel is hospital based on current zoning regulations and other factors, then the current estimated gallons per day used by the parcel is based on the current estimated number of hospital beds within the parcel, multiplied by the current estimated rate of water use per hospital bed per day, in gallons.

(4) Future Nonresidential, Non-hospital Developments. As to parcels on which development is not complete as of the making of this Agreement, if the highest and best use of the parcel is nonresidential and non-hospital based on current zoning regulations and other factors, then the current estimated gallons per day used by the parcel is based on the net usable area of the parcel, in acres, multiplied by the current estimated number of persons per acre upon completion of development of the parcel, multiplied by the current estimated rate of water use per person per day, in gallons.

The Owner's share of the Project Cost is \$2,225,186.79 based upon the formula described above. The Fair Pro Rata Share of the Project Cost allocated to the Assessed Property is \$818,121.84. The Fair Pro Rata Share for each lot, tract, or parcel within the Assessed Property shall be based upon the formula described above. The Fair Pro Rata Share for each tax parcel within the Assessed Property is set forth on "**Exhibit D**" attached hereto and by this reference incorporated herein.

E. The City shall pay to the Owner the sums agreed by the City to be collected under this Agreement within sixty (60) days after receipt thereof at the address of the Owner as set forth hereinafter or at such other addresses as the Owner shall provide by Certified Mail. Every two (2) years after the effective date of this Agreement, the Owner shall provide the City with information regarding the current name, address, and telephone number of the Owner. If the Owner shall fail to comply with the notification requirements of this section within sixty (60) days after the specified time, then the City may collect and retain any reimbursements owed to the Owner under this Agreement. Such funds shall be deposited in the capital fund of the City. The City shall not be responsible for locating the Owner or any successors or assigns.

F. The Owner agrees to indemnify and hold the City harmless from any liability for damages of any kind or nature whatsoever arising out of claims filed against the City as the result of any action taken by the City or the Owner pursuant to this Agreement and shall defend the City whenever the City is named in a lawsuit in which this Agreement is at issue and pay all costs of such defense, including but not limited to attorneys' fees and expert witness fees, except to the extent that the acts or omissions of the City, its officers, officials,

employees, representatives and agents, constitute negligence or intentional misconduct. At the City's option, the City may elect to be defended in any such litigation by the City Attorney's Office, and in such event the Owner agrees to reimburse the City for all costs of such defense, including attorneys' fees and expert witness fees. In addition, the Owner hereby agrees to release, indemnify, defend and hold the City, its officials, officers, employees, agents and representatives, harmless from any and all claims, costs, judgments, awards, attorneys' fees or liabilities to any third persons asserting that the formula used to determine either the Assessed Properties or the amount of such Assessment is in error or does not amount to a fair pro rata charge.

The Owner agrees that the City shall not be liable for money damages to the Owner for failing to collect any Fair Pro Rata Share called for by the terms of this Agreement and shall not be obligated to make any payment to Owners until the Fair Pro Rata Share actually has been received by the City. If the City shall fail to collect the Fair Pro Rata Share from any owner of any lot, tract, or parcel within the Assessed Property who subsequently taps into or uses the Improvements, then the Owner may at its option collect the Fair Pro Rata Share from the owner, in which case the City shall not collect either the Fair Pro Rata Share or the administrative fee described in Section C above.

G. In the event of the assignment or transfer of the rights of the Owner voluntarily, involuntarily, or by operation of law, then the City shall pay all benefits accruing hereunder, after timely notice, to such successor of the Owner as the City, in its sole judgment, deems entitled to such benefits; and in the event conflicting demands are made upon the City for benefits accruing under this Agreement, then the City may, at its option, commence an action in interpleader joining any party claiming rights under this Agreement, or other parties the City believes to be necessary or proper, and the City shall be discharged from further liability upon paying the person or persons whom any court having jurisdiction of such interpleader action shall determine, and in such action the City shall be entitled to recover its reasonable attorney's fees and cost, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this Agreement.

H. The City agrees not to allow an Owner or other user of any portion of the Assessed Property to tap into, connect to, or use the City's water system without such owner or user having first paid the Fair Pro Rata Share to the City.

I. The City shall be entitled to rely, without any resulting liability to the City, on the provisions of this Agreement with respect to the fairness of the Fair Pro Rata Share herein provided and upon the designation and description of the Assessed Properties set forth in **Exhibit "C"** attached hereto.

J. This Agreement shall become operative immediately after recording with the Auditor of Pierce County, at the expense of the Owner, and shall remain in full force and effect for a period of fifteen (15) years after the date of such recording, or until the Owner, or its successors or assigns, shall have been fully reimbursed as aforesaid, whichever event occurs

earlier; provided, that in the event the Improvements shall, during the term of this Agreement, be rendered useless by the redesign or reconstruction of a portion of the City's water system, such determination of uselessness to be in the absolute discretion of the City Engineer, then the City's obligation to collect for the Owner the Fair Pro Rata Share pursuant to this Agreement shall cease.

K. 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 Owner.

L. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary.

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

Owner:
OPG Properties LLC
Attn: President
19245 Tenth Avenue N.E.
Poulsbo, WA 98370

M. All of the provisions, conditions, regulations and requirements of this Agreement shall be binding upon the successors and assigns of the Owner, as if they were specifically mentioned herein.

N. This Agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction of any resulting dispute shall be in Pierce County Superior Court, Pierce County, Washington. The prevailing party in any legal action shall be entitled to all other remedies provided herein, and to all costs and expenses, including attorneys' fees, expert witness fees or other witness fees and any such fees and expenses incurred on appeal.

O. Any invalidity, in whole or in part, of any of the provisions of this Agreement shall not affect the validity of any other of its provisions.

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

Q. This Agreement, including its exhibits and all documents referenced herein, constitutes the entire agreement between the City and the Owner, and supersedes all proposals, oral or written, between the parties on the subject.

NOTARY PUBLIC, State of Washington,
Print Name: _____
Residing at: _____
My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that JON ROSE 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 President of OPG PROPERTIES LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY
PUBLIC, State of Washington
Print Name: _____
Residing at: _____
My Commission expires: _____

**EXHIBIT A
DESCRIPTION OF IMPROVEMENTS**

1. 2.3-million-gallon ground supported standpipe water reservoir located on Harbor Hill, Gig Harbor, Washington, and
2. 16-inch diameter water line extension of 4,800 feet in length, connecting to existing City water main on Borgen Boulevard, Gig Harbor, Washington.

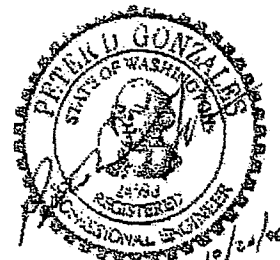
**EXHIBIT B
PROJECT COST DETAIL**

Water System Development Cost Summary

Paid To:	Description:	Amount:
Apex Engineering	Stake Tank Foundabon	962 00
City of Gig Harbor	Tank Permit Fees	19,426 65
City of Gig Harbor	Tank Access Road Permit Fees	6,639 00
DEA	Tank Site Survey	11,035.00
DEA	Tank Access Survey	7,388 00
DEA	Access Road Water Main Design	28,091 50
DEA	Water Tank/Lines Bid Set	10,655.00
DEA	Water Tank Siting Assistance	8,442.50
HDR	Water Tank Design	84,232.61
HDR	Water Line Design	13,846.26
HDR	Water Tank Sizing	12,655.81
HDR	Tank Construction Management	54,999.26
Parker Smith Feek	Tank Maint. Bond	6,238.00
Parker Smith Feek	Tank Access Rd. Maint. Bond	1,067.00
PenLight	Power Service to tank	3,919.90
Pyramid	Water Tank Permitting Coord.	4,110.00
Pyramid	Water Tank Power Coordination	5,190.00
Pyramid	Water Tank Easement Prep	1,740.00
Pyramid	Latecomers Agreement Prep	510.00
Pyramid	Water Main As-built Preparation	1,050.00
T Bailey Inc.	Water Tank Construction	2,252,510.59
Tucci	Tank Access Road/Water Main Construction	508,209.55
Total		3,043,308.63

Notes:

- 1. Copies of actual invoices available upon request.



EXPIRES 3/21 07

Peter D. Gonzales, P.E.
Pyramid Engineering, LLC

**EXHIBIT C
LEGAL DESCRIPTION OF ASSESSED PROPERTY**

**No. 1 - Parcel No. 0122254090
Swede Hill LLC**

That portion of the Southeast Quarter of Section 25, Township 22 North, Range 1 East of the W.M. described by the Record of Survey recorded under recording number 200507215004, Records of Pierce County, Washington.

**No. 2 - Parcel No. 0122254083
Franciscan Health System West**

Lot 1 of Boundary Line Adjustment recorded under recording number 200407080296, Records of Pierce County, Washington.

**No. 4 - Parcel No. 0222303002
United Western Development Inc**

The East half of Southeast Quarter of Southwest Quarter of Section 30, Township 22 North, Range 2 East of W.M., excluding Borgen Boulevard, in Pierce County, Washington

**No. 9 - Parcel No. 0122254073
Gig Harbor North Annex LLC**

That portion of the following described property lying westerly of the westerly line of the Tacoma-Lake Cushman transmission line right of way:

Beginning at the southeast corner of Section 25, Township 22 North, Range 1 East, W.M., in Pierce County, Washington;
Thence North 01° 48' 52" East 660 feet;
Thence North 88° 01' 08" West 533.63 feet;
Thence South 31° 29' West 34.46 feet;
Thence North 88° 01' 08" West 188.04 feet to east line of tract conveyed to A.T. Snow and Marguerite Snow by Warranty Deed dated November 23, 1960 under Recording Number 1907316;
Thence South along said east line to southeast corner thereof;
Thence North 88° 01' 08" West to Easterly line of widened State Highway No. 14;
Thence southeasterly along said easterly line to south line of Section;
Thence along said south line east to beginning;
Except 100 foot right of way as appropriated by the City of Tacoma in Pierce County Superior Court Cause Number 51234.

Except the following described property:

Beginning at the southeast corner of Section 25, Township 22 North, Range 1 East, W.M.;
Thence North 87° 24' 49" West along the south line of said section 717.00 feet to the
easterly line of State Road #16 as per map thereof, Narrows Bridge to Olympic Drive, on
Sheet 14 of 52 as approved March 19, 1970, and being the northerly line of frontage road for
relinquishment to Pierce County;
Thence North 40° 04' 24" West along said frontage road line 192.83 feet to the True Point of
Beginning;
Thence North 50° 53' 03" East 194.52 feet;
Thence North 04° 57' 18" East 103.76 feet;
Thence North 84° 02' 16" West 143.68 feet;
Thence South 63° 35' 31" West 112.21 feet;
Thence South 88° 45' 55" West 72.32 feet to the northeasterly line of said frontage road
being a curve having a radius of 340 feet with said radius bearing North 57° 16' 11" East;
Thence southeasterly along said curve 43.57 feet;
Thence South 40° 04' 24" East 201.90 feet to the True Point of Beginning.

Also except that portion deeded to the State of Washington.

Also except Canterwood Boulevard NW.

Also except the following described property:

Beginning at the southeast corner of Section 25, Township 22 North, Range 1 East, W.M., in
Pierce County, Washington;
Thence North 87° 24' 49" West along the south line of said section 534.06 feet to the True
Point of Beginning;
Thence North 87° 24' 49" West 182.94 feet to the easterly line of State Road #16 as per
map thereof, Narrows Bridge to Olympic Drive, on Sheet 14 of 52 as approved March 19,
1970, and being the northerly line of frontage road, for relinquishment to Pierce County;
Thence North 40° 04' 24" West along said frontage road line 192.83 feet;
Thence North 50° 53' 03" East 194.52 feet;
Thence South 29° 14' 49" East 319.23 feet to the True Point of Beginning.

Also except that portion deeded to the State of Washington.

Also except Canterwood Boulevard NW.

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

**No. 10 - Parcel No. 0122254051
Gig Harbor North Annex LLC**

Commencing at the southeast corner of Section 25, Township 22 North, Range 1 East, W.M., in Pierce County, Washington;
Thence North 01° 48' 52" East 660 feet;
Thence North 88° 01' 08" West 533.63 feet;
Thence South 31° 29' West 34.46 feet;
Thence North 88° 01' 08" West 188.04 feet;
Thence North 01° 59' East for a distance of 30 feet, being the True Point of Beginning;
Thence North 88° 01' 08" West 576.80 feet;
Thence South 01° 48' 58" West 209 feet;
Thence South 88° 01' 08" East 576.80 feet;
Thence North to the True Point of Beginning.

Except that portion deeded to Buchanan Lumber Company for road under Recording Number 1923631.

Also except that portion deeded to the State of Washington.

**No. 11 - Parcel No. 0122254072
Gig Harbor North Annex LLC**

Beginning at the southeast corner of Section 25, Township 22 North, Range 1 East, W.M., in Pierce County, Washington;
Thence North 87° 24' 49" West along the south line of said section 717.00 feet to the easterly line of State Road #16 as per map thereof, Narrows Bridge to Olympic Drive, on Sheet 14 of 52 as approved March 19, 1970, and being the northerly line of frontage road, for relinquishment to Pierce County;
Thence North 40° 04' 24" West along said frontage road line 192.83 feet to the True Point of Beginning;
Thence North 50° 53' 03" East 194.52 feet;
Thence North 04° 57' 18" East 103.76 feet;
Thence North 84° 02' 16" West 143.68 feet;
Thence South 63° 35' 31" West 112.21 feet;
Thence South 88° 45' 55" West 72.32 feet to the northeasterly line of said frontage road being a curve having a radius of 340 feet with said radius bearing North 57° 16' 11" East;
Thence southeasterly along said curve 43.57 feet;
Thence South 40° 04' 24" East 201.90 feet to the True Point of Beginning.

Except that portion thereof deeded to the State of Washington.

Also except Canterwood Boulevard NW.

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

Together with the following described parcel:

Beginning at the southeast corner of Section 25, Township 22 North, Range 1 East, W.M., in Pierce County, Washington;

Thence North 87° 24' 49" West along the south line of said section 534.06 feet to the True Point of Beginning;

Thence North 87° 24' 49" West 182.94 feet to the easterly line of State Road #16 as per map thereof, Narrows Bridge to Olympic Drive, on Sheet 14 of 52 as approved March 19, 1970, and being the northerly line of frontage road, for relinquishment to Pierce County;

Thence North 40° 04' 24" West along said frontage road line 192.83 feet;

Thence North 50° 53' 03" East 194.52 feet;

Thence South 29° 14' 49" East 319.23 feet to the True Point of Beginning.

Except that portion thereof deeded to the State of Washington.

Also except Canterwood Boulevard NW.

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

No. 38 - Parcel No. 0222312029

McCormick Creek LLC

The North 330 feet of the West half of the Southeast Quarter of the Northwest Quarter of Section 31, Township 22 North, Range 2 East of the W.M., except the North 60 feet thereof.

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

No. 39 - Parcel No. 0222312027

McCormick Creek LLC

The North 80 feet of that portion of the North half of the Southwest Quarter of the Northwest Quarter of Section 31, Township 22 North, Range 2 East of the W.M. lying Easterly of the City of Tacoma's Lake Cushman Electric Power Line Right of Way. And The North 60 feet of the North 330 feet of the West half of the Southeast Quarter of the Northwest Quarter of Section 31, Township 22 North, Range 2 East of the W.M.

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

**No. 40 - Parcel No. 0222312028
McCormick Creek LLC**

That portion of the North half of the Southwest Quarter of the Northwest Quarter of Section 31, Township 22 North, Range 2 East of the W.M. lying Easterly of the City of Tacoma's Lake Cushman Electric Power Line Right of Way, except the North 80 feet thereof. Situate in the City of Gig Harbor, County of Pierce, State of Washington.

**No. 41 - Parcel No. 0222316001
Loretta Laramore**

Lot 1 of Short Plat, as recorded under recording number 8510020266, Records of Pierce County, Washington.

**No. 42 - Parcel No. 0222316002
Loretta Laramore**

Lot 2 of Short Plat, as recorded under recording number 8510020266, Records of Pierce County, Washington.

**No. 43 - Parcel No. 0222316003
Loretta Laramore**

Lot 3 of Short Plat, as recorded under recording number 8510020266, Records of Pierce County, Washington.

**No. 44 - Parcel No. 0222316004
Loretta Laramore**

Lot 4 of Short Plat, as recorded under recording number 8510020266, Records of Pierce County, Washington.

**No. 45 - Parcel No. 0222312023
McCormick Creek LLC**

That portion of the South half of the Southwest Quarter of the Northwest Quarter of Section 31, Township 22 North, Range 2 East of the W.M. lying Easterly of the City of Tacoma's Lake Cushman Electric Power Line Right of Way. And All that portion of Government Lot 3 of Section 31, Township 22 North, Range 2 East of the W.M., described as follows:
Commencing at the Northeast corner of said Government Lot 3 of Section 31, Township 22 North, Range 2 East of the W.M.; Thence South 01°10'40" West along the East line of Government Lot 3, 496.36 feet to a point 833.20 feet North of the Southeast corner of said Government Lot 3, thence North 88°20'24" West 378.94 feet to a point on the easterly Right of Way line of Tacoma-Lake Cushman Transmission Line; thence North 13°26'07" West

along said Easterly Right of Way Line 514.56 feet to a point on the East-West Centerline of said Section 31, thence along said East-West Centerline South 88°17'17" East 508.77 feet to the point of beginning.

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

No. 49 - Parcel No. 0222313023

McCormick Creek LLC

The North 300 feet of the South 900 feet of the West half of the Northeast Quarter of the Southwest Quarter of Section 31, Township 22 North, Range 2 East of the W.M., in Pierce County, Washington.

No. 50 - Parcel No. 0222313044

Gig Harbor Sportsman's Club

Parcel "A" The East half of the Northeast quarter of the Southwest Quarter in Section 31, Township 22 North, Range 2 East of the Willamette Meridian. Except the North half of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of said Section. Situate in the County of Pierce, State of Washington.

Parcel "B" That portion of the East half of the Southeast Quarter of the Southwest Quarter of Section 31, Township 22 North, Range 2 East of the Willamette Meridian, lying East of the Gig Harbor Longbranch Highway. Except the South 660 feet thereof. Situate in the County of Pierce, State of Washington.

Parcel "C" That portion of the West 50 feet of the North 330 feet of the South 660 feet of the East half of the Southeast Quarter of the Southwest Quarter of Section 31, Township 22 North, Range 2 East of the Willamette Meridian lying East of the Gig Harbor Longbranch Highway.

Situate in the County of Pierce, State of Washington.

Parcel "D" The Southwest Quarter of the Southeast Quarter of Section 31, Township 22 North, Range 2 East of the Willamette Meridian. Except the South 550 feet thereof. Also except the East 990 feet thereof.

Situate in the County of Pierce, State of Washington.

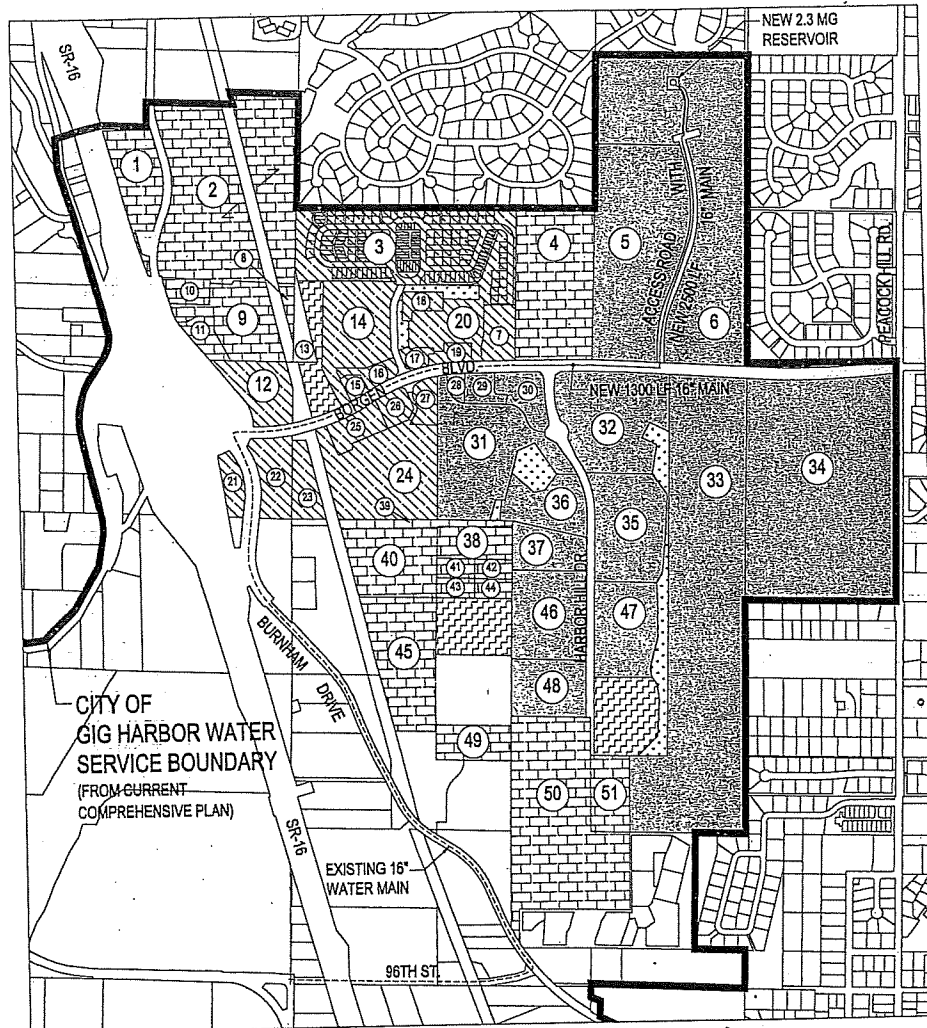
No. 51 - Parcel No. 0222314016

Gig Harbor Sportsman's Club






The South half of the West half of the West half of the Northwest quarter of the Southeast quarter of Section 31, Township 22 North, Range 2 East of the Willamette Meridian. Subject to and together with easements, conditions and/or restrictions of record.

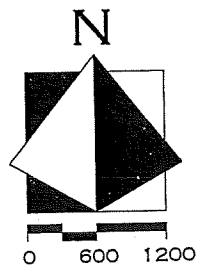
Situate in the County of Pierce, State of Washington.

EACH PARCEL LEGALLY DESCRIBED ON EXHIBIT C IS GRAPHICALLY DEPICTED ON THE FOLLOWING DRAWING AND BEARS THE SAME NUMBER ON BOTH. FOR EXAMPLE, THE GRAPHICAL DEPICTION BELOW OF PARCEL "NO. 1" ON EXHIBIT C BEARS THE NUMBER "1" WITHIN A CIRCLE BELOW. NOTWITHSTANDING, NO WARRANTY IS MADE AS TO THE ACCURACY OF THIS DRAWING AND IT SHALL NOT ALTER OR MODIFY THE OTHER TERMS OF THE AGREEMENT.



LEGEND

-  OWNED BY HARBOR HILL
-  ASSESSMENT PAID BY HARBOR HILL UNDER PRIOR AGREEMENT
-  PARCELS
-  REGIONAL DRAINAGE CONTROL FACILITIES
-  WETLAND/OPEN SPACE TRACTS



**LATECOMERS
COVERAGE AREA**

04/25/08

**EXHIBIT D
FAIR PRO RATA SHARES**

[See attached pages.]

EXHIBIT D
GIG HARBOR NORTH WATER RESERVOIR
LATECOMER AGREEMENT ASSESSMENT COMPUTATION

PARCEL NUMBER	OWNER	ZONE	GROSS AREA (ACRES)	NEWLY SUSCEPTIBLE AREAS (ACRES)	WELLING UNITS PER ACRE	PERSONS PER UNIT	WATER USE RATE (GPD)	GALLONS USED PER DAY	SHARE VALUATION	OPS ALLOCATION	ASSESSED PROPERTY ALLOCATION
1	Swede Hill LLC	B-2	7.60	3.60	N/A	30.00	25.00	2,700	\$ 21,557.51	N/A	\$ 21,557.51
2	Franciscan Health System West	Hospital	37.73	N/A	80.00	N/A	400.00	32,000	\$ 255,496.47	N/A	\$ 255,496.47
3	Little Boat North Inc. (subdivided)	RMD	29.28	23.00	8.00	1.94	70.00	24,987	\$ 199,504.42	\$ 199,504.42	\$ 199,504.42
4	United Western Development Inc and Quadrant Corp.	RMD	18.88	15	8.00	2.40	70.00	20,160	\$ 160,962.77	N/A	\$ 160,962.77
5	OPG Properties LLC (North RMD)	RMD	29.42	29.42	8.00	1.94	70.00	31,962	\$ 255,192.17	\$ 255,192.17	\$ 255,192.17
6	OPG Properties LLC (North RLD)	RLD	49.04	49.04	4.00	2.40	70.00	32,955	\$ 263,120.48	\$ 263,120.48	\$ 263,120.48
7	SHDP Assoc LLC & Capital Management Group Inc.	BP	2.54	2.04	N/A	30.00	25.00	1,526	\$ 12,187.66	\$ 12,187.66	\$ 12,187.66
8	Gig Harbor North Annex LLC	RB-2	0.74	0.00	N/A	30.00	25.00	0	\$ -	N/A	\$ -
9	Gig Harbor North Annex LLC	RB-2	9.02	0.47	N/A	30.00	25.00	353	\$ 2,814.45	N/A	\$ 2,814.45
10	Gig Harbor North Annex LLC	RB-2	1.68	0.65	N/A	30.00	25.00	488	\$ 3,892.33	N/A	\$ 3,892.33
11	Gig Harbor North Annex LLC	RB-2	2.00	0.15	N/A	30.00	25.00	113	\$ 898.23	N/A	\$ 898.23
12	SHDP Assoc LLC & Capital Management Group Inc.	BP	5.95	2.98	N/A	30.00	25.00	2,231	\$ 17,814.89	\$ 17,814.89	\$ 17,814.89
13	Tacoma City Light	RB-2	1.09	0.00	N/A	0.00	0.00	0	\$ -	\$ -	\$ -
14	Target Corporation	C	10.76	Avg Daily Use over peak 2 month period				2,926	\$ 23,361.96	\$ 23,361.96	\$ 23,361.96
15	Gig Harbor North LLC (Washington Mutual)	C	0.80	Avg Daily Use over peak 2 month period				772	\$ 6,163.85	\$ 6,163.85	\$ 6,163.85
16	Gig Harbor North LLC (Retail Bldg "C")	C	1.51	Avg Daily Use over peak 2 month period				2,281	\$ 18,212.11	\$ 18,212.11	\$ 18,212.11
17	Gig Harbor North LLC (Key Bank)	C	0.91	Avg Daily Use over peak 2 month period				49	\$ 391.23	\$ 391.23	\$ 391.23
18	Gig Harbor North LLC (Retail Bldg "A")	C	1.42	Avg Daily Use over peak 2 month period				6,082	\$ 48,560.30	\$ 48,560.30	\$ 48,560.30
19	Gig Harbor North LLC (Retail Bldg "B")	C	1.11	Avg Daily Use over peak 2 month period				1,937	\$ 15,465.52	\$ 15,465.52	\$ 15,465.52
20	New Albertsons, Inc	C	5.43	Avg Daily Use over peak 2 month period				5,735	\$ 45,789.76	\$ 45,789.76	\$ 45,789.76
21	SHDP Assoc LLC & Capital Management Group Inc.	BP	2.10	0.00	N/A	30.00	25.00	0	\$ -	\$ -	\$ -
22	SHDP Assoc LLC & Capital Management Group Inc.	BP	4.75	2.38	N/A	30.00	25.00	1,781	\$ 14,221.97	\$ 14,221.97	\$ 14,221.97
23	SHDP Assoc LLC & Capital Management Group Inc.	BP	3.64	1.82	N/A	30.00	25.00	1,365	\$ 10,898.52	\$ 10,898.52	\$ 10,898.52
24	HD Development of Maryland, Inc. (Home Depot)	C	16.00	Avg Daily Use over peak 2 month period				5,107	\$ 40,775.64	\$ 40,775.64	\$ 40,775.64
25	Gig Harbor South LLC (Office Depot & Petco)	C	2.70	Avg Daily Use over peak 2 month period				1,312	\$ 10,475.36	\$ 10,475.36	\$ 10,475.36
26	Gig Harbor South LLC (Pier 1 Imports)	C	1.66	Avg Daily Use over peak 2 month period				197	\$ 1,572.90	\$ 1,572.90	\$ 1,572.90
27	Gig Harbor South LLC (McDonald Corporation)	C	1.81	Avg Daily Use over peak 2 month period				2,934	\$ 23,425.83	\$ 23,425.83	\$ 23,425.83
28	Northwest Capital Investors LLC	C	0.72	0.58	N/A	30.00	25.00	432	\$ 3,449.20	\$ 3,449.20	\$ 3,449.20
29	Northwest Capital Investors LLC	C	1.77	1.42	N/A	30.00	25.00	1,062	\$ 8,479.29	\$ 8,479.29	\$ 8,479.29
30	Northwest Capital Investors LLC	C	3.46	2.77	N/A	30.00	25.00	2,076	\$ 16,575.33	\$ 16,575.33	\$ 16,575.33
31	Costco Wholesale Corporation	C	17.49	13.99	N/A	30.00	25.00	10,494	\$ 83,786.87	\$ 83,786.87	\$ 83,786.87
32	Harbor Hill LLC - Lot 6	BP	16.06	12.85	N/A	30.00	25.00	9,636	\$ 76,936.37	\$ 76,936.37	\$ 76,936.37
33	OPG Properties	RLD	65.67	65.67	4.00	2.40	70.00	44,130	\$ 352,347.49	\$ 352,347.49	\$ 352,347.49

EXHIBIT D
GIG HARBOR NORTH WATER RESERVOIR
LATECOMER AGREEMENT ASSESSMENT COMPUTATION

PARCEL NUMBER	OWNER	ZONING USE	GROSS AREA (ACRES)	NET USEABLE AREA (AC)	DWELLING UNITS PER ACRE	PERSONS PER UNIT	WATER USE RATE (GPD)	GALLONS USED PER DAY	FAIR SHARE CALCULATION	OPG ALLOCATION	ASSESSED PROPERTY ALLOCATION
34	OPG Properties	RLD	55.88	55.88	4.00	2.40	70.00	37,551	\$ 299,819.99	\$ 299,819.99	N/A
35	Harbor Hill LLC - Lot 5	BP	12.76	10.21	N/A	30.00	25.00	7,656	\$ 61,127.53	\$ 61,127.53	N/A
36	Harbor Hill LLC - Lot 1A	BP	6.41	5.13	N/A	30.00	25.00	3,846	\$ 30,707.48	\$ 30,707.48	N/A
37	Harbor Hill LLC - Lot 1B	BP	5.07	4.06	N/A	30.00	25.00	3,042	\$ 24,288.13	\$ 24,288.13	N/A
38	McCormick Creek LLC	R-1/MUD	4.00	3.60	4.00	2.40	70.00	2,419	\$ 19,315.53	N/A	\$ 19,315.53
39	McCormick Creek LLC	R-1/MUD	2.48	2.23	4.00	2.40	70.00	1,500	\$ 11,975.65	N/A	\$ 11,975.65
40	McCormick Creek LLC	R-1/MUD	10.45	9.41	4.00	2.40	70.00	6,320	\$ 50,461.83	N/A	\$ 50,461.83
41	Loretta Laramore	R-1/MUD	1.25	1.13	4.00	2.40	70.00	756	\$ 6,036.10	N/A	\$ 6,036.10
42	Loretta Laramore	R-1/MUD	1.25	1.13	4.00	2.40	70.00	756	\$ 6,036.10	N/A	\$ 6,036.10
43	Loretta Laramore	R-1/MUD	1.25	1.13	4.00	2.40	70.00	756	\$ 6,036.10	N/A	\$ 6,036.10
44	Loretta Laramore	R-1/MUD	1.25	1.13	4.00	2.40	70.00	756	\$ 6,036.10	N/A	\$ 6,036.10
45	McCormick Creek LLC	R-1/MUD	15.30	13.77	4.00	2.40	70.00	9,253	\$ 73,881.91	N/A	\$ 73,881.91
46	YMCA of Tacoma-Pierce County	BP	11.00			Avg Daily Use over peak 2 month period		22,353	\$ 178,472.27	\$ 178,472.27	N/A
47	Harbor Hill LLC - Lot 4	BP	10.06	8.05	N/A	30.00	25.00	6,036	\$ 48,193.02	\$ 48,193.02	N/A
48	Harbor Hill LLC - Lot 3	BP	7.07	5.66	N/A	30.00	25.00	4,242	\$ 33,869.25	\$ 33,869.25	N/A
49	McCormick Creek LLC	R-1/MUD	4.55	4.10	4.00	2.40	70.00	2,752	\$ 21,971.42	N/A	\$ 21,971.42
50	Gig Harbor Sportsman's Club	R-1/MUD	30.36	27.32	4.00	2.40	70.00	18,362	\$ 146,604.89	N/A	\$ 146,604.89
51	Gig Harbor Sportsman's Club	R-1/MUD	5.00	4.50	4.00	2.40	70.00	3,024	\$ 24,144.42	N/A	\$ 24,144.42
TOTAL			540.13					381,163	\$ 3,043,308.63	2,225,186.79	818,121.84

- Notes**
- Gross Areas from Assessor: Treasurer information unless otherwise provided.
 - Net areas are Gross Area minus areas prohibited from development.
 - Units, People per Acre, and gpcd are from Tank Sizing Calculations by HDR, and based on DOH Guidelines
 - The Fair Share Factor is the Project Cost (\$3,043,308.63) divided by the estimated total Gallons Per Day (381,163) used by all of the Assessed Property upon completion of development.
 - OPG Properties LLC and Harbor Hill LLC are affiliated companies. OPG is the "Owner" under the Latecomer Agreement.
 - Assumes connection of all affected parcels.
 - GPCD = Gallons Per Capita Per Day

McCormick Creek, LLC
PO Box 1800
Orting, Washington 98360
253 381-0101
sturgeon.t@comcast.net

January 8, 2009

Mr. Hendrickson
Engineering Technician
Community Development Department
City of Gig Harbor

Re: Latecomers Agreement

Dear Mr. Hendrickson,

Thank you for the package of information relating to Gig Harbor North Water Reservoir and Transmission Main Latecomers Agreement.

I understand that the Olympic Property Group (OPG) has requested this approval to the City Council and the Council will consider this on January 12, 2009.

I can not attend to provide testimony on that date but would like you to submit this letter on my behalf to the council for their consideration.

McCormick Creek, LLC (McC) and OPG have been negotiating several issues relating to both their properties that adjoin each other for sometime now. Our conversations have been with Mr. John Chadwell, it was my last understanding with Mr. Chadwell on this Latecomers request, we would pay on a per lot basis at the time of House Building Permit and the Four Tax Parcels were never discussed

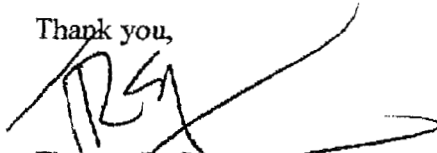
McC has always agreed with Mr. Chadwell that if the City Council agrees McC is receiving a benefit and Council agrees to the cost, we would pay our fair share.

Page 2
McCormick Creek, LLC
Latecomers Agreement

McC has not changed that position but would ask if the City Council approves the Latecomers Agreement they make it a condition payments to be on a per lot basis and not as shown in the Exhibit "C" on the chart.

Thank you for your consideration. If you have any questions you can contact me at 253 381-0101.

Thank you,

A handwritten signature in black ink, appearing to read 'T. Sturgeon', with a long horizontal flourish extending to the right.

Thomas R. Sturgeon
McCormick Creek, LLC

Enclosure Latecomers Agreement



Subject: Eddon Boat Building Restoration
Construction Grant Funds Change Order
Authority

Proposed Council Action:

Authorize the Public Works Director to
approve change orders for work under the
Eddon Boat Building Restoration contract, in an
aggregate amount not to exceed the available
grant funds for the project.

Dept. Origin: Public Works
Prepared by: David Stubchaer
Public Works Director
For Agenda of: January 12, 2009
Exhibits: Approved Grant Application

Concurred by Mayor: Initial & Date
Approved by City Administrator:
Approved as to form by City Atty:
Approved by Finance Director:
Approved by Department Head:

Table with 3 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values: \$0, \$980,000, \$0.

INFORMATION / BACKGROUND

Eddon Boat Park was acquired through the 2005 Voted General Obligation (UTGO) Bond. As part of the acquisition, the historic boat building was identified for preservation and restoration so that its traditional and culturally significant use, boat building, could also be preserved for the community. In 2006, Washington State approved the City's \$1 million grant request (State Heritage Capital Projects Fund Grant) to restore the boat building for public access. That work is to be completed by June 30, 2009. Work includes electrical, structural, fire, safety, ADA access, a public viewing platform, heating, plumbing, mechanical, roofing and restrooms at the brick house. The scope of work defined in the Heritage Grant has been approved by Council.

FISCAL CONSIDERATION

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

The bids for this project came in lower than the architect's estimate. This may result in unused Heritage Grant fund credits based on the scope of work that was awarded. Funding reimbursement credits to the City for work that is eligible but unused under the Heritage Grant will, in effect, be lost. The Grant Agreement requires that the restoration work be completed by June 30, 2009. Any unanticipated repairs or change orders to the contract must be addressed quickly in order to meet that deadline. Therefore, Council recommendation A includes a provision whereby the Public Works Director is authorized to approve work by the

contractor that is eligible under the Heritage Grant (as described above) and that is within the scope of work in the contract awarded by Council on December 15, 2008 (Contract). This authority is limited to an aggregate amount not to exceed eligible project grant funds. The 2009 Parks Division Budget includes funding for the public restrooms and will be reimbursed based on the grant fund balance.

This action would not change the scope of work contemplated in the grant application that was approved by Council. Any work outside the scope of the Contract approved by Council would be required to be bid and awarded by Council. It is anticipated that one or more additional contracts may be brought before Council for award for this project.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Staff recommends approval of proposed Council action A above.