

Gig Harbor City Council Meeting

**September 28, 2009
5:30 p.m.**



**AMENDED AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, September 28, 2009 – 5:30 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of Sep. 14, 2009.
2. Receive and File: a) Big Gig Report; b) AWC RMSA Grant Award.
3. Correspondence / Proclamations: a) Preparedness Month; b) Red Ribbon Week - Boys & Girls Club.
4. Pierce County Interlocal – Commute Trip Reduction.
5. Boating Safety Program Agreement.
6. Wastewater Treatment Plant Grant Award Contract – Dept. of Commerce.
7. Approval of Payment of Bills for September 28, 2009: Checks #61873 through #61968 in the amount of \$472,319.51.

PRESENTATIONS:

1. Red Ribbon Week Proclamation – Heidi Gerling, Program Director.
2. Pierce Transit System Redesign -Tina Lee, System Redesign Planner.

OLD BUSINESS:

1. Second Reading of Ordinance – Comprehensive Plan Processing.

NEW BUSINESS:

1. Resolution – Update of Fee Schedule.
2. 2030 Population Allocation.

STAFF REPORT:

PUBLIC COMMENT:

MAYOR’S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Eddon Boat Ribbon Cutting Ceremony – Wed. Sep 30th at 4:00 p.m.
2. Planning / Building Committee: Thu. Oct 5th CANCELLED
3. City Council / Planning Commission Joint Worksession: Mon. Oct 5th at 5:30 p.m.
4. Intergovernmental Affairs Committee: Mon. Oct 12th CANCELLED
5. Civic Center Furlough Day – Mon. Oct 12th
6. City Council – Tue. Oct 13th at 5:30 p.m. (due to Furlough Day).

EXECUTIVE SESSION: For the purpose of discussing Guild negotiations per RCW 42.30.140(4)(a).

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – SEPTEMBER 14, 2009

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

CALL TO ORDER: 5:31 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meetings: a) Aug. 10, 2009; b) Special Meeting Aug. 17, 2009; c) Special Meeting Aug. 26, 2009.
2. Receive and File: a) Minutes of Operations & Public Projects Committee Aug. 20, 2009; b) 2010 Budget Cuts Memorandum.
3. Correspondence / Proclamations: Constitution Week.
4. Liquor Licenses: a) Application – Blazing Onion; b) Renewals: Moctezumas Restaurant; Forza Coffee Company; Fred Meyer Store; Harvester Restaurant; QFC #864 and #886. c) Added Privilege – Spiros; d) Special Occasion- Homestead Group.
5. Resolution – Commute Trip Reduction.
6. Acceptance of COPS Hiring Recovery Program (CHRP) grant.
7. Water Rights Assistance – Contract Amendment for Attorney Services.
8. Boys & Girls Club Sanitary Sewer and Stormwater Facilities Easement and Maintenance Agreement.
9. WWTP Site / Peninsula Light Easement Agreement.
10. Gig Harbor Tennis Club Stormwater Facilities Maintenance Agreement and Restrictive Covenant.
11. Resolution – Support for the National Maritime Heritage Area.
12. Harbor History Museum Conservation Easement Phase II Environmental Site Assessment.
13. Shorecrest Sewer System – Pierce County Supplemental Franchise Agreement.
14. Approval of Payment of Bills for August 24, 2009: Checks #61622 through #61731 in the amount of \$515,009.81.
15. Approval of Payment of Bills for September 14, 2009: Checks #61732 through #61872 in the amount of \$1,582,062.16.
16. Approval of Payroll for the month of August: Checks #5514 through #5536 in the amount of \$343,160.81.

MOTION: Move to adopt the Consent Agenda as presented.
Young / Franich - unanimously approved.

PRESENTATIONS:

1. Wastewater Treatment Plant Outstanding Performance Award, presented by the Department of Ecology. Karen Burgess, Municipal Unit Supervisory of the NW Regional Office and Mike Dowda, Facility Manager, recognized the city's Wastewater Treatment

Plant Employees for their outstanding performance in 2008. Ms. Burgess explained that the award is given to jurisdictions that meet stringent requirements with regard to compliance with the NPDES Permit; the city has received this award for three consecutive years and five times since the inception of the award in 1995. She then remarked how impressed she and Mike were with the major upgrade currently in progress and the fact that the employees continue to produce such high-quality effluent. She recognized the WWTP Staff and PW Supervisors by name and presented a letter from the Regional Wastewater Quality Manager Kevin Fitzpatrick to Mayor Hunter regarding the city's outstanding performance.

WWTP Supervisor Darrel Winans, introduced the WWTP Operators Norine Landon, Jim Landon, Chuck Roy and Matthew Quinlisk; Larry Washburn and Joe Pominville could not be present. Darrel recognized his staff for what they have done over the past couple of years to ensure that the project goes smoothly. He also recognized Steve Misiurak, City Engineer and David Stubchaer, Public Works Director for helping them through the process and thanked the Mayor and Council for approval of the project.

2. Healthy Communities of Pierce County. Dr. Jane Moore, Director of Healthy Communities of Pierce County, presented an update on happenings over the past year and a half to help make our communities more healthy and active. She recognized Laureen Lund for her participation then gave an update on the Community Garden at Wilkinson Farm Park to provide produce to the FISH Food Bank. She invited everyone to sample some of the fresh garden produce on the back table and explained plans to expand their program. She touched on another program to mark walking/running routes throughout the city to encourage more physical activity, and their efforts to educate the public through small "Healthsmart Cards." She discussed their developing website before thanking Council for their past support, saying that they hope to continue to work with and obtain support from the City of Gig Harbor.

EXECUTIVE SESSION: For the purpose of discussing pending litigation per RCW 42.30.140(1)(i).

MOTION: Move to adjourn to Executive Session at 5:44 p.m. for approximately fifteen minutes to discuss a collective bargaining issue per RCW 42.30.110(1)(i).
Ekberg / Young - unanimously approved.

MOTION: Move to return to regular session at 5:54 p.m.
Payne / Kadzik - unanimously approved.

Dr. Kadzik apologized in advance for having to leave the meeting at 6:40 p.m.

OLD BUSINESS:

1. Second Reading of Ordinance – Parking Requirements Clarification and Housekeeping Amendment (ZONE 09-0004). Planning Director Tom Dolan presented this amendment intended to reduce staff interpretations and to ensure that previous

amendments are fully implemented. The ordinance will also resolve conflict between the zoning code and the new Stormwater Manual. He said that at the last meeting Councilmember Franich asked for staff to come up with a scenario of potential building size increase if a project used pervious parking surfaces. What Senior Planner Jennifer Kester was able to determine is that an increase would be minor; perhaps 2,500 square feet at the most.

Mr. Dolan addressed a question about parking stall sizes explaining that this will be dealt with in a more comprehensive process later on.

MOTION: Move to adopt Ordinance No. 1171 as presented
Young / Ekberg – unanimously approved.

2. Second Reading of Ordinance – Flood Hazard Construction Standards. Planning Director Tom Dolan presented this ordinance that would include locally adopted historic structures to the list of exemptions from the requirements for Flood Hazard Construction Standards.

MOTION: Move to adopt Ordinance No. 1172 as presented
Payne / Ekberg – unanimously approved.

3. Second Reading of Ordinance – Residential Building Height Calculations in the Historic District. Senior Planner Jennifer Kester presented this ordinance that amends the down-hill building height calculation to add residential structures in the Historic District so they cannot exceed 27 feet above natural and finished grade. This will ensure that the scale of buildings in the view basin remain the same no matter the use.

MOTION: Move to adopt Ordinance No. 1173 as presented.
Ekberg / Franich – unanimously approved.

4. Second Reading of Ordinance –Civic Center Hours of Operation. City Clerk Molly Towslee explained that this ordinance was necessary to reflect the change in hours of operation due to the 2009 mandatory furloughs.

MOTION: Move to adopt Ordinance No. 1174 as presented
Malich / Franich – unanimously approved.

5. Second Reading of Ordinance – Inattention to Driving Penalty. Court Administrator Paul Nelson explained that this ordinance is to increase the penalty for inattentive driving from \$100 to \$250. He gave examples of what constitutes inattentive driving; saying that it usually results in an accident or endangering others and does not appear on the driver's record.

MOTION: Move to adopt Ordinance No. 1175 as presented
Young / Ekberg – unanimously approved.

6. Second Reading of Ordinance – Sexual Assault. Paul Nelson then explained that this ordinance would adopt an existing RCW allowing the Police Department and the Prosecutor to differentiate the motivation behind an assault. The Judge can then take the appropriate steps to protect the victim.

MOTION: Move to adopt Ordinance No. 1176 as presented
Payne / Kadzik– unanimously approved.

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – Updating the Comprehensive Plan Amendment Process. Senior Planner Jennifer Kester presented this ordinance that updates the process for the city to update the comprehensive plan each year to provide more efficient review, remove redundancies, and to ensure better public involvement. She highlighted the proposed changes and addressed Council’s questions.

Councilmember Payne asked whether minimum public outreach has been defined anywhere, and suggested that he would like to see strong language addressing this. Ms. Kester responded that staff was waiting to see if Council had a preferred minimum.

Mayor Hunter opened the public hearing at 6:19 p.m. No one came forward to speak and the hearing closed.

Councilmember Young made the suggestion to skipping a year of private amendment applications in 2010 as the city has some critical amendments to address and is short on both staff and time. He said that we are not required by statute to have private applications every year, and if Councilmembers agree, a resolution could be drafted.

Ms. Kester asked for direction on the minimum public outreach requirements. Council agreed that the requirements should be codified to ensure compliance. They discussed a minimum of two public meetings with appropriate notification in addition to the letter sent to property owners within a 300 foot radius of the project. Another suggestion was made to require an ad of a certain dimension in the Gateway. Ms. Kester stressed that it would be important to require these steps before the amendment is filed in order for the applicant to know what they face.

2. Resolution – Setting Civic Center Hours of Operation. City Clerk Molly Towslee presented this resolution reflecting the closure dates as a result of the 2008 Furloughs.

MOTION: Move to adopt Resolution No. 803 setting the Civic Center Hours of Operation.
Franich / Malich – unanimously approved.

STAFF REPORT:

City Administrator Rob Karlinsey passed out a draft agenda for the September 25th Council Retreat. He asked that any comments by the end of the week adding that he hopes to be done by 1:00 p.m.

PUBLIC COMMENT:

Dr. Robert Stuart – 2813 Harborview Drive. Mr. Stewart read a letter into the record chastising the city for unfair treatment of Sgt. Matthew Dougil and paying off drug dealers. He requested that Sgt. Dougil be reinstated.

Graham Marshall – 684 69th Ave. Fox Island. Mr. Marshall read a similar letter into the record. He too asked that Sgt. Dougil be reinstated.

Richard Folden – 4212 42nd Ave. NW. Mr. Fulden voiced his displeasure that the city's insurance had paid money to known drug dealers. He discussed the cost to the city for the investigation and trial and said that Sgt. Dougil should be reinstated. He encouraged Council to listen to the trial transcripts.

Ron Martin – 56 Park Ave. NW Raft Island. Mr. Martin described how terrible it was attending the trial and how Sgt. Dougil had been threatened by the drug dealers. He also said that the city needs to reinstate Dougil.

John Adams – 8827 Crescent Valley Dr. Mr. Adams voiced his disgust at reading that \$225,000 had been paid to drug dealers before Matt Dougil had a trial. He talked about the unfair treatment of Sgt. Dougil even now that he has been found not guilty.

Terry Pingel – 4701 Dunbar Dr. NW. Mr. Pingel also spoke in support of Sgt. Dougil who was found not-guilty of the three charges against him. He too encouraged the reinstatement of Sgt. Dougil with no fear of reprisal.

Michael Rodenbacher – 14936 Fairview Lake Rd SW. Mr. Rodenbacher, who has known the Dougil's for 13 years, said he was shocked when he heard the charges against Sgt. Dougil, but knew they would be proven false. He said it's time for the city to let it go and reinstate Sgt. Dougil.

Mel Patterson – 3324 No. Fissure, Tacoma. Mr. Patterson said he sat through the trial and was amazed and angered that this something based on hearsay would go to court, and is still being investigated. He said it would be difficult, but the city needs to get it over and reinstate Sgt. Dougil.

MAYOR'S REPORT / COUNCIL COMMENTS:

Councilmember Conan announced that he started with Kent Fire Department on September 1st which means a five-month training period. He asked for patience if he may be late for meetings and cannot make the retreat.

Councilmember Franich referred to the minutes of the August 10th Council Meeting and said he wanted to clarify that he did not intend to berate staff, but was trying to get clarification about the change in opinion. He then commented that the company who did the street striping did a nice job.

Mayor Hunter responded that the State of Washington did the striping this year.

Councilmember Young asked if other Councilmembers were interested in attending the Peninsula Education Association Breakfast in October and if so, to let him know.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Operations Committee: Thu. Sep 17th at 3:00 p.m.
2. Finance / Safety Committee: Mon. Sep 21st at 4:00 p.m.
3. Budget Retreat – Fri. Sep 25th 8:30 a.m. – 3:00 p.m.
4. GH North Traffic Options Committee: Wed. Sep 23rd at 9:00 a.m.
5. Boards and Commission Candidate Review: Mon. Sep 28th CANCELLED
6. Eddon Boatyard Ribbon Cutting – Sept. 30th 4-6 p.m.

Rob Karlinsey announced the reception to thank Senator Kilmer and Representative Seaquist at Eddon Boat on September 17th at 1:00 p.m.

ADJOURN:

MOTION: Move to adjourn at 6:55 p.m.
Payne / Young – unanimously approved.

CD recorder utilized:
Tracks 1001 – 1043

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

Memo

To: Review and File, September 28th Council Meeting
 From: Laureen Lund
 Date: 9/21/2009
 Re: Big Gig Report

BIG GIG REPORT

Due to our very creative and shrewd negotiating, we have, as yet, not spent any money out of the "reserve" fund. I do expect when we are done paying our bills from the campaign, we will need to dip into the fund for maybe as much as \$3000, but not nearly the \$20K we initially thought we would need. How did we do it? Well;

- Cut other items out of our budget first, earlier in the year
- Found creative "free" promotion ideas
- Made hard negotiating deals with vendors, who, like us, are looking for business
- Negotiated free design when possible
- Borrowed from previous ad copy so as not to pay to have new written
- Used "untapped" dollars we had set aside when the budget went south

I am very happy with the look that was created and the team effort that went into the BIG GIG campaign. We are now rolling BIG GIG over into a winter campaign called WINTER WARMTH and will use primarily free marketing opportunities for that, but may spend a small amount.

So you know, our 2009 Advertising Budget was \$55K. With the additional allocation of \$20K if needed, total is \$75K

As of today, our total expenditure for advertising year to date is \$47,484.59. I've broke out below how the Big Gig money was spent. Even with the remaining planned expenditures, we may likely only dip into the reserve for \$2000-\$4000.

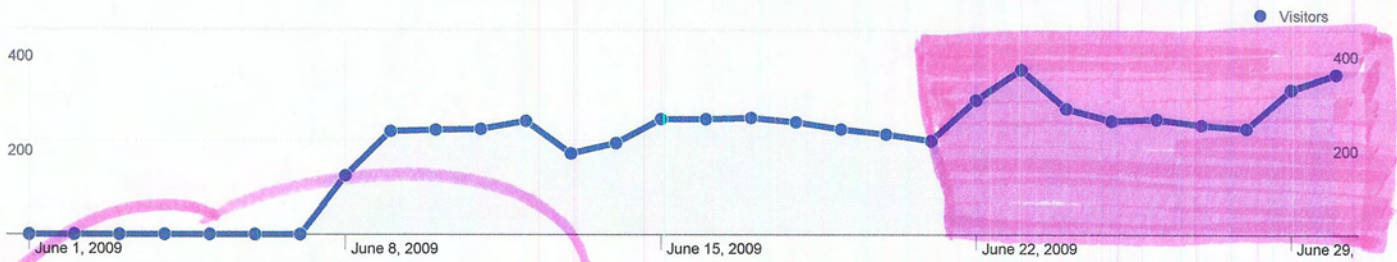
Thanks for your open mindedness on this, we are working as hard as we can to spend as little as we can and make the biggest impact we can.

Laureen Lund
 Marketing Director

NW Travel Planner On Line	\$1495.00
Seattle Weekly Summer Guide (print)	\$1692.00
Seattle Weekly Online	\$450.00
KOMO Radio	\$4800.00
KPLZ Radio	\$4800.00

Consent Agenda 2a

KRWM Radio	\$2250.00
Yahoo Online	\$2000.00
PNW Golf online	\$1500.00
MYNW Online	\$894.00
Postcard Printing	\$894.00
TRCVB Email Blast	Free
Experience WA Email Blast	Free
Gig Harbor Guide	Free
Twitter/Facebook	Free
Blog	Free
Gigabyte	Free
Media Relations	Free
WORD OF MOUTH	Free!!



4,863 people visited this site

6,047 Visits

4,863 Absolute Unique Visitors

28,244 Pageviews

4.67 Average Pageviews

00:02:48 Time on Site

40.09% Bounce Rate

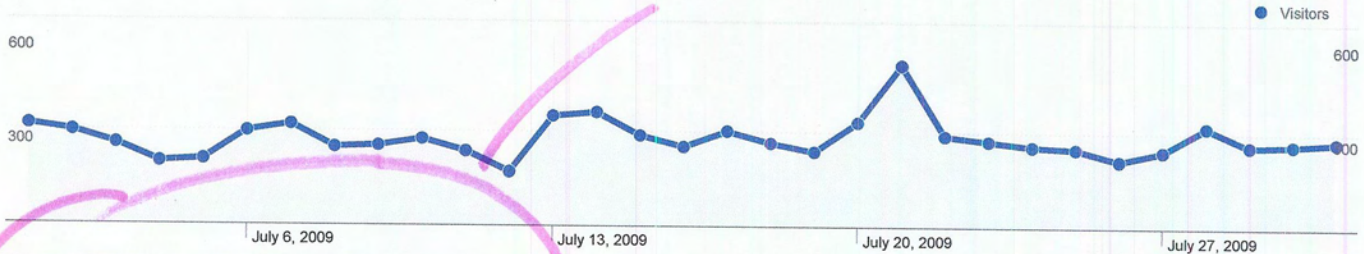
78.77% New Visits

Big Fig Campaign begins

Technical Profile

Browser	Visits	% visits	Connection Speed	Visits	% visits
Internet Explorer	4,226	69.89%	Cable	2,934	48.52%
Firefox	1,065	17.61%	Unknown	1,616	26.72%
Safari	645	10.67%	DSL	865	14.30%
Chrome	78	1.29%	T1	480	7.94%
Np{jrn	25	1/34&	PD4	: 1	2/5: &

63% increase



7,726 people visited this site

9,299 Visits

7,726 Absolute Unique Visitors

44,946 Pageviews

4.83 Average Pageviews

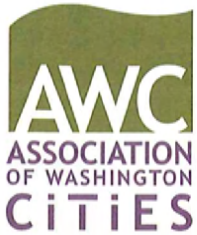
00:02:49 Time on Site

36.94% Bounce Rate

78.05% New Visits

Technical Profile

Browser	Visits	% visits	Connection Speed	Visits	% visits
Internet Explorer	6,507	69.98%	Cable	4,652	50.03%
Firefox	1,728	18.58%	Unknown	2,461	26.47%
Safari	928	9.98%	DSL	1,277	13.73%
Chrome	93	1.00%	T1	667	7.17%
Mozilla	8	0.09%	OC3	131	1.41%



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www.awcnet.org

September 21, 2009

Dear RMSA Member,

Enclosed is a check in the amount of \$350. This Loss Control Grant was awarded to your city/town for participating in the AWC RMSA Annual Meeting that took place on June 25, 2009 in Spokane. RMSA appreciates your continued support.

Thank you,

Caitlin Magee
Insurance Services Assistant

THIS CHECK IS VOID WITHOUT A BLUE & RED BACKGROUND AND A TRUE WATERMARK - HOLD UP TO THE LIGHT TO VERIFY

ASSOCIATION OF WASHINGTON CITIES
RISK MANAGEMENT SERVICE AGENCY
ADMINISTRATION FUND
1076 FRANKLIN ST. SE
OLYMPIA, WA 98501-1346

BANK OF AMERICA
19-2 / 1250

15344

DATE	9/21/2009
AMOUNT	***350.00

PAY Three Hundred Fifty Dollars And 00 Cents

RMSA Loss Control Grant

PAY **350.00**
ONLY CENTS

TO THE
ORDER
OF
City of Gig Harbor

CHECK IS PRINTED ON SECURITY PAPER WHICH INCLUDES A MICROPRINT BORDER & FLUORESCENT FIBERS

⑈015344⑈ ⑆125000024⑆ 33541 418⑈

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, the American people have always valued industriousness and self-sufficiency as well as knowledge, training and execution of preparedness methods and strategies; and

WHEREAS, our federal and state government through such agencies as FEMA, the National Guard, and by mandate, the American Red Cross, has always provided able assistance to those who experience disruption, upheaval, and confusion, or otherwise suffer as a result of disaster; and

WHEREAS, in the event of a national or global emergency, our government's resources may be unduly burdened or insufficient to meet the needs of all who require some level of assistance or intervention; and

WHEREAS, increasing awareness of possible disasters from earthquakes, floods, volcanoes, wind and ice storms, and other natural disasters, and the possibility for some disruptions to normal way of life due to a terrorism threat make overall individual and community readiness a wise and prudent decision; and

WHEREAS, individual preparedness will richly reward those who are prepared and be of no negative consequence if little or no demand on those resources is made;

WHEREAS, the following quote from the Secretary of Homeland Security sums up the need for everyone to be prepared: *"We need to have a culture of preparedness, we need to recognize that safety and security is not just the responsibility of a federal agency or a city department, but that every citizen, every family, everybody has a role to play here. To get out of this business of people assuming others are going to take care of this and to create a culture of shared responsibility. And you as community leaders can help us share that message. Think about how you can talk about this within your own cities, what kinds of programs or messages you can deliver as we make Preparedness Month more than just a phrase. (This is) really an opportunity for the people of this country to take a deep breath and step back to say, 'OK, what have I done, where am I and what more can I do?'"* —Secretary of Homeland Security Janet Napolitano, addressing attendees of Fire-Rescue International 2009 in Dallas. September is also National Preparedness Month in the United States.

NOW, THEREFORE, I, Charles L. Hunter, Mayor of the City of Gig Harbor, hereby declare September as

BE AWARE AND PREPARE MONTH

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 28th of September.

Charles L. Hunter, Mayor, City of Gig Harbor

Date

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, Boys and Girls Club Cheney Branch value the health and safety of all our citizens; and

WHEREAS, substance abuse is particularly damaging to one of our most valuable resources, our children, and a contributing factor in the three leading causes of death for teenagers – accidents, homicides, and suicides; and

WHEREAS, it is the goal of Red Ribbon Week and Boys and Girls Club Cheney Branch to involve families, schools businesses, churches, law enforcement agencies and service organizations in all aspects of this campaign and establish an atmosphere that supports awareness, education and on-going initiatives to prevent illegal drug use; and

WHEREAS, the Red Ribbon Week Campaign theme promotes family and individual responsibilities for living healthy, drug-free lifestyles, without illegal drugs or the illegal use of legal drugs; and

WHEREAS, there are many activities planned during the Red Ribbon Week;

NOW, THEREFORE, I, Charles L. Hunter, Mayor of the City of Gig Harbor, hereby proclaim October 12th to 16th as

RED RIBBON WEEK

in the City of Gig Harbor and encourage all citizens to join me in celebrating this campaign.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 28th day of September, 2009.

Charles L. Hunter, Mayor

Date



Subject: Interlocal with Pierce County for Commute Trip Reduction Administration.

Proposed Council Action:

Motion to adopt the Interlocal Agreement with Pierce County to administer the city's Commute Trip Reduction Plan.

Dept. Origin: Administration
 Prepared by: Molly Towslee, City Clerk *MT*
 For Agenda of: September 28, 2009
 Exhibits: Interlocal Agreement
 Concurred by Mayor: CLH 9/23
 Approved by City Administrator: RJK
 Approved as to form by City Atty: ok per e-mail
 Approved by Finance Director: AL 9/23
 Approved by Department Head: _____

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

INFORMATION / BACKGROUND

With the completion of St. Anthony Hospital, the City of Gig Harbor is a jurisdiction with an affected employer triggering the requirements under Chapter 70.94 RCW for a Commute Trip Reduction (CTR) Plan. Council recently adopted a resolution reinstating the city's CTR ordinance, the first step to be in compliance with state law.

This program requires the development of a plan for both St. Anthony and City Employees involving coordination with St. Anthony Hospital, Pierce County, and Pierce Transit for the transit section of the plan. When the plan has been completed, it will be submitted to Puget Sound Regional Council and WSDOT for review. Once reviewed, PSRC will submit the plan to the state Commute Trip Board for approval. Once approved the plan will come before City Council, along with an updated CTR Ordinance, for adoption.

Our employees have completed a survey which will be used to help develop the city's plan.

FISCAL CONSIDERATION

Because the plan development and subsequent management requires a commitment of staff time, we are recommending an Interlocal Agreement with Pierce County to administer the program for the city in exchange for the city's share of state funds (\$3,477 over a two-year period). The cities of Lakewood, Puyallup and University Place all contract with Pierce County. Fife contracts with Tacoma to administer their program.

In exchange for these funds, Pierce County will perform several activities that are outlined in Attachment B of the Interlocal. Just a few of these services include:

1. Submit a detailed administrative work plan to WSDOT after adopting of the Interlocal;
2. Identify deliverables, schedule and budget specific to any tasks associated with the Interlocal;
3. Notification of Requirements for Newly Affected Worksites;
4. Review of Employer Program Reports;
5. Administration of Surveys;
6. Review of Program Exemption Requests.

The work plan also includes other tasks that are defined in approved and locally adopted CTR plans for the implementation of the local CTR program. These may include, but are not limited to, employer training, incentives, promotion and marketing, and emergency ride home. In addition, the work plan shall identify specific or overall performance measures for each task and deliverable.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt the Interlocal Agreement with Pierce County to administer the city's Commute Trip Reduction Plan.

COMMUTE TRIP REDUCTION ACT AGREEMENT

An Agreement (hereinafter referred to as AGREEMENT) between Pierce County (hereinafter referred to as COUNTY) and the City of Gig Harbor (hereinafter referred to as CITY),

WITNESSETH

WHEREAS, RCW 70.94.527 requires counties containing urban growth areas and cities and towns with "major employers," that are located within urban growth areas with a state highway segment exceeding the threshold of one hundred person hours of delay or jurisdictions that are located in contiguous urban growth areas, or are within an urban growth area with a population greater than seventy thousand people that adopted an ordinance before the year 2000 or jurisdictions that are located in contiguous urban growth areas, or contain a major employment installation in an affected county to develop ordinances, plans and programs to reduce Vehicle Miles Traveled (VMT) and Drive Alone commute trips, and thereby reduce vehicle-related air pollution, traffic congestion and energy use, and

WHEREAS, RCW 70.94.541 (2) provides for technical assistance to counties, cities, and towns in developing and implementing Commute Trip Reduction (CTR) plans and programs, and

WHEREAS, the State of Washington in its Sessions Laws of 2009, chapter 470, Section 222(7) and (9), authorizes funding for Public Transportation and Commute Trip Reduction programs and other special proviso funding through the multi-modal transportation account as identified in the budget through its 2009-2011 biennial appropriations to WSDOT; and

WHEREAS, Washington State Department of Transportation (WSDOT) desires to expend State funds to achieve trip reduction in order to improve the efficiency of the state transportation system and the quality of life for citizens of the State of Washington, and

WHEREAS, the County is authorized by WSDOT to distribute moneys to the CITY for the performance of WSDOT-approved CTR programs, or to itself perform WSDOT-approved CTR programs for employer worksites located within the CITY. Methodology used for determining distribution is set forth in "Attachment A."

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

SECTION 1.0 PURPOSE

The purpose of this AGREEMENT is to secure the city's consent to the performance by Pierce County, or a Pierce County subcontractor, of a WSDOT-approved CTR work plan affecting employer worksites located within the CITY.

SECTION 2.0 SERVICE PROVISIONS

Pierce County will perform the work described in the attached Scope of Work, "Attachment "B," which, by this reference, is made a part of this AGREEMENT.

SECTION 3.0 AGREEMENT PERIOD

The effective date of this AGREEMENT shall be July 1, 2009. The expiration date shall be June 30, 2011.

SECTION 4.0 LIABILITY LIMITATION

Failure of the COUNTY to properly complete the Scope of Work shall not subject the COUNTY to liability to the CITY under the terms of this agreement.

SECTION 5.0 PLAN/PROGRAM FOR CITY EMPLOYEES

The COUNTY shall not be responsible for providing, assisting in the development of, record keeping, or otherwise participating in the CITY'S Commute Trip Reduction Program or Plan for its own employees.

SECTION 6.0 AUDITS, INSPECTIONS AND RECORDS RETENTION

- a) The CITY shall cooperate with and freely participate in any monitoring or evaluation activities conducted by WSDOT that are pertinent to the intent of this AGREEMENT.
- b) WSDOT, State Auditor, and any of their representatives shall have full access to and the right to examine during normal business hours and as often as they deem necessary, all the CITY'S non-privileged records with respect to all matters covered in this AGREEMENT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and audits of all contracts, invoices, materials, payrolls, and other matters covered by this AGREEMENT. In order to facilitate any audits and inspections, all documents, papers, accounting records, and other materials pertaining to this AGREEMENT shall be retained by the CITY for six (6) years from the date of completion of the project or the project final payment date; or, in case of litigation, the CITY must retain all records until litigation is completed. The CITY shall be responsible to assure that it, WSDOT, the State Auditor, and any of their representatives, retain comparable audit rights with respect to subcontractors to the CITY within the scope of this Agreement.

SECTION 7.0 AGREEMENT MODIFICATIONS

Either party may request changes to this agreement, including changes in the Scope of Work. Such changes which are mutually agreed upon shall be incorporated as written

amendments to the AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by authorized representatives of the parties hereto.

SECTION 8.0 TERMINATION OF AGREEMENT

Should the CITY elect to withdraw the consent provided for in this agreement, the City shall promptly notify the COUNTY. The COUNTY shall then terminate performance of the work described in "Attachment B" if the COUNTY determines, in its sole unfettered discretion, that terminating performance will not subject the COUNTY to any risk of liability to the State of Washington.

The COUNTY can terminate performance immediately upon notice to the CITY if the COUNTY determines, in its unfettered discretion, that funds to continue performance are no longer available to the COUNTY.

SECTION 9.0 HOLD HARMLESS

The COUNTY shall indemnify, defend, and hold harmless the CITY for all acts of the COUNTY or its agents in the performance of the work described in "Attachment B."

SECTION 10.0 GOVERNING LAW AND VENUE

This AGREEMENT shall be construed and enforced in accordance with and the validity and performance thereof shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of this AGREEMENT shall be the Superior Court of Pierce County, Washington.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the date and year written above.

PIERCE COUNTY

CITY OF GIG HARBOR

PAT MCCARTHY
Pierce County Executive

CHUCK HUNTER
Mayor

Date

Date

BRIAN J. ZIEGLER
Public Works and Utilities Director

Date

APPROVED AS TO FORM:

ATTEST:

Deputy Prosecuting Attorney

City Clerk

Date

Date

Risk Management

APPROVED AS TO FORM:

City Attorney

Date

Date

Budget and Finance

Date

Attachment A

**FUND ALLOCATION METHODOLOGY FOR
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
COMMUTE TRIP REDUCTION (CTR) FUNDS**

Funding allocated by WSDOT for local implementation of CTR activities is based on the following formula:

1. Fifty percent of the WSDOT allocation to Pierce County shall be allocated to Pierce Transit.
2. Then 5% shall be allocated to Pierce County for coordination efforts.
3. The remaining state funding for local CTR implementation will be allocated to the affected jurisdictions based on the number of affected worksites in each jurisdiction.
4. At the end of the final quarter any unclaimed state funds shall be allocated to the entities which have reported expenses beyond their allocations. The allocation of unclaimed amounts shall follow steps 1-3 as stated above. Unclaimed state funds and over expenditures will be determined by the progress reports.

**July 1, 2009 – June 30, 2011 Allocation
Based on numbers submitted to WSDOT on May 1, 2009**

	Number of Worksites	Total Allocation
Pierce Transit	n/a	\$139,088
Pierce County Coordination	n/a	\$6,954
City of DuPont	3	\$5,216
City of Fife	3	\$5,216
City of Gig Harbor	2	\$3,477
City of Lakewood	8	\$13,909
Pierce County	11	\$19,124
City of Puyallup	5	\$8,693
City of Tacoma	42	\$73,020
City of University Place	2	\$3,477
TOTAL	76	\$278,174

ATTACHMENT B

Project Scope of Work

Commute Trip Reduction (CTR)

Scope of Work

A. Work Plan

COUNTY agrees to submit to WSDOT a detailed administrative work plan no later than ninety (90) days after the affected date of this AGREEMENT. The work plan shall identify deliverables, schedule and the budget specific to tasks associated with this AGREEMENT and to include, at a minimum, the following required activities:

1. Notification of Requirements for Newly Affected Worksites
2. Review of Employer Program Reports
3. Administration of Surveys,
4. Review of Program Exemption Requests.

The work plan shall also include other tasks as defined in approved and locally adopted CTR or GTEC plans for the implementation of the local CTR program. These may include, but are not limited to, employer training, incentives, promotion and marketing, and emergency ride home. In addition, the work plan shall identify specific or overall performance measures for each task and deliverable. This work plan must be approved in writing by the WSDOT Project Manager and signed by the COUNTY, and shall be incorporated as a written amendment to the AGREEMENT. The work plan may be amended based on mutual written agreement between the WSDOT Project Manager and the CONTRACTOR.

B. Work to be Performed

The county or city, whichever applies, has enacted or will enact a Commute Trip Reduction (CTR) ordinance in compliance with RCW 70.94.521-.555. The COUNTY agrees to implement a CTR program based on the approved administrative work plan and the draft or adopted local CTR plan and to comply with all provisions of the applicable county or city ordinance.

C. Progress Reports and Invoices

The COUNTY agrees to submit to WSDOT all required quarterly progress reports. The COUNTY shall accurately and completely report local investments in its CTR/GTEC plans and programs, as part of its progress reports. All invoices shall be complete and accurately reflect actual state funded expenditures. The COUNTY shall include a complete progress report quarterly.

D. Funding Distribution and Reporting

The COUNTY may distribute funds to local jurisdictions to include counties, cities, transit agencies, Transportation Management Associations, and Metropolitan Planning Organizations or other eligible organizations authorized to enter into agreements for the purposes of implementing CTR/GTEC plans and ordinances as authorized by RCW 70.94.527(5) and RCW 70.94.544 . The COUNTY shall submit to WSDOT within 30 days of the execution of any agreement between the COUNTY and the COUNTY's eligible contracting partner(s) as listed above: (a) a list of dollar amounts to be disbursed by the CONTRACTOR to its eligible contracting partner(s), or (b) a fund dispersion methodology.

E. Implementation Plans

The COUNTY shall incorporate appropriate sections of the Project Scope of Work, as well as the approved Work Plan, in all agreements with eligible contracting partner(s), as necessary, to coordinate the development, implementation, and administration of the CTR/GTEC plans, and compliance with applicable ordinances.

F. Appeals and Modifications

The COUNTY shall maintain an appeals process consistent with this AGREEMENT and applicable ordinances, and procedures contained in the Commute Trip Reduction Guidelines which may be obtained from WSDOT or found at <http://www.wsdot.wa.gov/tdm/>.

G. Coordination with Regional Transportation Planning Organizations (RTPO)

The COUNTY shall coordinate the development and implementation of its CTR/GTEC plan and programs with the applicable regional transportation planning organization (RTPO). The COUNTY agrees to notify the RTPO of any substantial changes to its plans and programs that could impact the success of the regional CTR plan. The COUNTY agrees to provide information about the progress of its CTR/GTEC plan and programs to the RTPO upon request.

H. Survey Coordination

The COUNTY agrees to coordinate with WSDOT and its contracting partners for baseline and subsequent program assessment surveys.

I. Planning Data

The COUNTY agrees to provide WSDOT with the program goals established for newly affected worksites when they are established by the local jurisdiction. The COUNTY agrees to provide WSDOT with updated program goals for affected worksites and jurisdictions as requested. These updates shall be submitted electronically in a format specified by WSDOT.

J. Database Updates

The COUNTY agrees to provide WSDOT and the COUNTY's contracting partners with updated lists of affected or participating worksites, employee transportation coordinators, and jurisdiction contacts, as requested. These updates will be submitted in a format specified by WSDOT.

ATTACHMENT C
Quarterly Progress Report Format

Organization Submitting Report:

Reporting Jurisdiction:

Agreement (GCA) Number:

Billing Period:

Contact Information

Name:

Phone:

Fax:

Email:

Executive Summary

Prepare a brief narrative summary of activities during the period for which reimbursement is requested:

Required Activities to Administer the CTR Program

Notification of requirements for newly affected worksites:

Review of employer program reports:

Administration of surveys:

Review of program exemption requests:

Other activities:

Employer Service Activities to implement CTR or GTEC plan

Employer training/networking/support:

Incentives:

Promotion and Marketing:

Emergency Ride Home:

Other work plan deliverables:

Expenditures This Period

Categories	State CTR Funds Spent Since Last Report	Fiscal Year To Date State CTR Funds Spent	Fiscal Year (June 30) Estimate To Date Local Funds Spent on CTR Activities	Fiscal Year (June 30) Estimate to Date Other Funds Spent on CTR Activities
------------	---	---	--	--

Required Activities:

a. Notification of requirements for newly affected worksites				
b. Review of employer program reports				
c. Administration of surveys				
d. Review of program exemption requests				
e. Other activities				
Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00

Employer Service Activities:

a. Employer training/networking/support				
b. Incentives				
c. Promotion and Marketing				
d. Emergency Ride Home				
e. Other work plan deliverables				
Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00
Total:	\$0.00	\$0.00	\$0.00	\$0.00

Source of Local Funds	Local Funds Spent (Estimate) Fiscal Year to Date	Total Reported (Estimate) Fiscal Year to Date
Total Local Funds:	\$0.00	\$0.00

INFORMATIONAL ITEM A
PIERCE TRANSIT STATEMENT OF WORK
FOR COMMUTE TRIP REDUCTION

OBJECTIVES

The COUNTY will coordinate and administer the distribution of funds described in RCW 70.94.521-551. WSDOT will provide funds to the COUNTY to assist in the COUNTY'S implementation of Commute Trip Reduction programs. The COUNTY will provide funds to TRANSIT and to the cities with affected employers and within the COUNTY that are implementing and administrating Commute Trip Reduction plans. Funds provided to the parties of this AGREEMENT are to be used solely for activities undertaken to fulfill the requirements of the ACT. The COUNTY will serve as a liaison between the WSDOT and the parties to this AGREEMENT.

PIERCE TRANSIT will be responsible for performing the following tasks under contract with affected Pierce County jurisdictions according to Attachment A--Fund Allocation Methodology for Washington State Department of Transportation Commute Trip Reduction Funds.

1. ROLE DEFINITION

The affected jurisdiction is primarily responsible for assisting employers with program development, program review and approval, program modifications, legal interpretation of local ordinances and plans and penalties. The affected jurisdiction is responsible for overall monitoring of CTR activities within its jurisdiction. The affected jurisdiction is responsible for identifying affected employers, reviewing appeals, and communicating changes in the law. The affected jurisdiction may transfer primary responsibility of any particular item in this agreement to Pierce Transit upon satisfactory settlement, which may or may not result in additional funding between the two parties.

Pierce Transit is primarily responsible for employer training regarding the law; transportation services including bus, carpool, vanpool, bicycle, walk, compressed work week schedules, telework, and other program support elements; program implementation assistance; ongoing contact with employers to assist with program elements; and marketing efforts.

2. EMPLOYER DATABASE MAINTENANCE

The affected jurisdiction will maintain a CTR employer database containing contact and goal information.

Pierce Transit will maintain a separate database of all CTR participating employers in Pierce County for information distribution.

3. AFFECTED EMPLOYER CTR PROGRAM DEVELOPMENT

The affected jurisdiction will be primarily responsible for all affected employer CTR program development activities. Program development activities include, but are not limited to: (1) leading the effort to meet with employers prior to the CTR program submittals by employers, (2) working collaboratively with employers in accordance with the state and local CTR Guidelines when making recommendations to employers regarding the best mix of site-specific CTR strategies, (3) reviewing employer CTR programs, and (4) making a determination of employer program acceptability.

From a coordination standpoint, Pierce Transit will notify the affected jurisdiction of all meetings to be held with employers and about any issues that arose during those meetings. The affected jurisdiction will decide whether or not to attend those meetings. The affected jurisdiction will follow the same procedure and Pierce Transit will decide whether or not to attend meetings set up by the affected jurisdiction. The affected jurisdiction will request Pierce Transit's comments on affected employer CTR programs as needed. Pierce Transit's comments will focus on the relevance of specific CTR strategies cited in the employer CTR programs in terms of the ability of the affected employer to meet its CTR goals and targets.

4. ONGOING SUPPORT, WORKSHOPS, AND TRAINING

Pierce Transit will meet regularly with the Employee Transportation Coordinators (ETCs) to review the experiences of their specific programs. Pierce Transit will establish the format, structure, overall responsibilities, and logistics of this effort. TRANSIT effort will include, but will not be limited to, training/workshops in specific areas (such as carpooling, vanpooling, teleworking, etc.), problem solving, conflict resolution, and general idea sharing. The affected jurisdiction will assist Pierce Transit in establishing a procedure and forum for ongoing ETC support for affected employers within its jurisdiction.

Newly affected employers will be provided with the opportunity to attend training sessions that are provided by Pierce Transit in association with affected jurisdictions. Pierce Transit will develop and maintain a training program including appropriate training materials that can be used to train new ETCs and employer representatives. Materials provided by the WSDOT will form the basis of the training materials to be used for the purpose of training newly affected employers. The training program will be modified by Pierce Transit based on the feedback received by the participants of previous sessions and by the affected jurisdictions. Training will occur (1) on an ad-hoc basis upon an employer's designation as affected, (2) on an individual basis as new ETCs are designated, and (3) in group settings when a need is demonstrated.

During Pierce Transit's ongoing employer contacts for program implementation assistance, ETCs and employer representatives will be directed to contact the affected jurisdiction for information regarding program modification, program review, the law, and penalties.

5. PROGRAM IMPLEMENTATION

The affected jurisdiction and Pierce Transit will continue to meet with employers to provide ongoing support and to assist in the implementation of the services provided for in their approved CTR programs. Employer meetings will be attended by both the affected jurisdiction and Pierce Transit whenever possible.

Pierce Transit will take the lead maintaining coordination with the affected jurisdiction in assisting employers in such CTR Program implementation services as:

- Ridematch services for carpools and vanpools.
- Carpool and vanpool formation and operation.
- Commuter information centers or assistance with custom orders.
- Bus information and trip planning.
- Support services such as transportation events and marketing materials.

The affected jurisdiction will take the lead maintaining coordination with Pierce Transit in assisting employers in such CTR Program implementation services as:

- Employer surveys and other survey instruments useful to employers.
- Parking management programs specific to individual employer site needs.

6. INTERAGENCY COORDINATION

The affected jurisdiction and Pierce Transit will participate in all meetings of the Pierce County CTR/TDM Technical Work Group.

The affected jurisdiction and Pierce Transit will notify each other at least monthly of all contacts with employers.

Affected jurisdictions will provide Pierce Transit with copies of employer quarterly reports and survey results.

7. MARKETING

Pierce Transit will provide the following marketing activities:

- Assist with transportation events at employment sites to encourage employee participation in high-occupancy vehicle (HOV) alternatives and to assist in the promotion of employer offered HOV services and incentives.
- Maintain a commute options website for commuters and employers located in Pierce County.

- Prepare marketing brochures or other informational pieces on all various program elements as needed, and distribute them to affected CTR employers and other interested employers within the affected jurisdiction.
- Assist employers with their marketing efforts.
- Ensure adequate supplies of materials are provided for commuter information centers at affected employer locations.
- Respond to transit requests made directly by CTR-affected employers.

The affected jurisdiction anticipates that additional CTR marketing may be required over and above the dollars proposed under this agreement. Where there is a clear need for additional marketing services including CTR literature, posters, advertisements, brochures, and incentive programs, the affected jurisdiction at its discretion will develop a supplement to this agreement. Pierce Transit, through its continual work with employers, will assist the affected jurisdiction in identifying those needs.

8. QUARTERLY PROGRESS REPORTING

Pierce Transit will provide quarterly progress reports to the COUNTY using the WSDOT reporting format regarding its activities that directly relate to the CTR program within the geographical limits of all affected jurisdictions. The reports will contain a minimum of the following elements:

- A summary of the employer contacts that were made during the quarter.
- A copy of the updated phone/fax/e-mail employer list.
- Expenditures by budget categories outlined in WSDOT reporting format for funds expended by Pierce Transit during the previous quarter for the purpose of CTR implementation.
- A summary of CTR events, projects, training, and employer assistance for the quarter.



Subject: Boating Safety Agreement with
Pierce County Sheriff's Department

Proposed Council Action: Approval of
Boating Safety Agreement as presented

Dept. Origin: Police Department

Prepared by: Chief Mike Davis *(Signature)*

For Agenda of: September 28, 2009

Exhibits: Boating Safety Agreement

Initial & Date

Concurred by Mayor: CLH 9/24
Approved by City Administrator: ROK
Approved as to form by City Atty: NA
Approved by Finance Director: OR 9/19
Approved by Department Head: W#1
9/24/09

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
-------------------------	---	--------------------	---	---------------------------	---

INFORMATION/BACKGROUND

Local jurisdictions that offer boating safety services approved by the State of Washington must enter into a cooperative agreement with Pierce County in order to receive an equitable share of the vessel registration fees distributed to Pierce County each year. Our equitable share of vessel registration fees in 2009 will be \$12,580.00. This money is used to support our boating safety program by funding the salaries of officers and the operational costs associated with our patrol boat.



Pierce County

Sheriff's Department

930 Tacoma Avenue South
Tacoma, Washington 98402

May 27, 2009

Mike Davis
Chief of Police
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98355

Re: MEMORANDUM OF UNDERSTANDING

Enclosed are three copies of the agreement between the Pierce County Sheriff's Department and City of Gig Harbor. Please sign all three copies and return them to me. I will send you an original signed agreement when the Pierce County signature process is completed.

If you have any questions, please contact Julie Williams at 253-798-3430 or jwilli1@co.pierce.wa.us.

Sincerely,

A handwritten signature in cursive script that reads "Marilyn Poole".

Marilyn Poole
OAI - Administration

Enclosures



**CITY OF GIG HARBOR
BOATING SAFETY PROGRAM AGREEMENT**

This agreement entered into by the County of Pierce (COUNTY) and the City of Gig Harbor (CITY) witness that:

WHEREAS, pursuant to RCW 88.02.040, the Department of Licensing collects vessel registration fees on an annual basis, retains the first 1.1 million dollars of what was collected and then distributes the remainder to Washington Counties that have approved boating safety programs; and

WHEREAS, the County has an approved boating safety program; and

WHEREAS, the annual distribution of vessel registration fees in the amount of \$209,670.29 has been received by the County; and

WHEREAS, pursuant to WAC 325.65.30, the legislative authority of each County with an approved boating safety program will be responsible for equitable distribution of funds allocated by the State Treasurer to local jurisdictions with approved boating safety programs within the County; and

WHEREAS, local jurisdictions offering boating safety services and desiring to receive distribution of funds must enter into a cooperative agreement with the County and receive and maintain State Park's approval for the boating safety program; and

WHEREAS, the city has received State approval of its boating safety program and is eligible to receive an equitable share of the vessel registration fees distributed to the County; and

WHEREAS, the County and the City desire to enter into a cooperative agreement;

NOW THEREFORE, in consideration of the covenants, conditions, performances and promises hereinafter contained, the parties agree as follows:

1. The City agrees to use the funds made available under this agreement only for boating safety purposes as defined by WAC 356.65.040. The City further agrees to use the funds to increase boating safety education and enforcement efforts and to stimulate greater local participation in boating safety, but not to use the funds to supplant existing boating funding.

2. The City agrees to operate it's boating safety programs in compliance with the State's program requirements and to comply with all applicable federal, state and local laws in performing any activities resulting from the use of the funds distributed under this agreement.
3. The City agrees to submit an annual report of activities performed and participate in state-wide boating surveys as required by State parks. Additionally, in accordance with WAC 352.65.060, and annual program assessment and report of activities of the local jurisdiction boating safety program approval.
4. The County and the City agree that the City's equitable share of vessel registration fees is \$12,580.00. The County agrees to deliver to the City Treasurer a check in that amount.
5. No changes or additions shall be made to this agreement except as agreed to both parties and reduced to writing and executed with the same formalities as are required by the execution of this agreement.
6. The laws of the State of Washington shall govern this agreement. The parties stipulate that any lawsuit regarding this agreement must be brought in Pierce County Washington.
7. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provision of this agreement shall remain in full force and effect.
8. This agreement shall take effect upon the signature of both parties and shall remain in effect until September 30, 2009 unless sooner extended by written agreement of the parties.

End of agreement. Signature page immediately following.

PIERCE COUNTY
CONTRACT SIGNATURE PAGE

Contract #

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 20____.

CONTRACTOR:

Contractor Signature Date

Title of Signatory Authorized by Firm Bylaws

Name: CITY OF GIG HARBOR
UBI No. _____

Address: _____

Mailing Address: _____

Contact Name: _____

Phone: _____

Fax: _____

PIERCE COUNTY:

Approved As to Legal Form Only:

Prosecuting Attorney Date

Recommended:

Budget and Finance Date

Approved:

Department Director Date
(less than \$250,000)

County Executive (over \$250,000) Date

CONTRACTOR-

Complete the tax status information for one of the following business entity types. Individual or Corporate name must exactly match that which is registered with either Social Security Administration or Internal Revenue Service.

SOLE PROPRIETOR:

Business Owner's Name

Business Owner's Social Security Number

DBA/Business or Trade Name (if applicable)

PARTNERSHIP:

Name of Partnership

Partnership's Employer Identification Number

CORPORATION:

Name of Corporation

Corporation's Employer Identification Number



Subject: WWTP Phase 1 Improvement Project
-- Washington State Public Works Board
Capital Agreement 2009-2011 Grant Programs
Direct-Appropriation Projects (LG09-951-085)

Proposed Council Action: Authorize the Mayor
on behalf of the City Council to execute and
sign the official Agreement for the Public Works
Board Capital Agreement for the Wastewater
Treatment Plant

Dept. Origin: Public Works/Engineering

Prepared by: Stephen Misiurak, P.E. [Signature]
City Engineer

For Agenda of: September 28, 2009

Exhibits: Two Original Capital
Agreements LG09-951-085
Budget Estimate Summary

Concurred by Mayor: [Signature] 9/24/09
Approved by City Administrator: [Signature]
Approved as to form by City Atty: [Signature]
Approved by Finance Director: [Signature]
Approved by Department Head: [Signature]

Table with 4 columns: Expenditure Required, (See fiscal consideration below), Amount Budgeted, (see below), Appropriation Required, (see below)

INFORMATION / BACKGROUND

This contract between the City of Gig Harbor and the Public Works Board provides a direct appropriation of \$2,500,000 to the City to assist in the funding of both the Wastewater Treatment Plant Expansion and the Marine Outfall Extension projects.

FISCAL CONSIDERATION

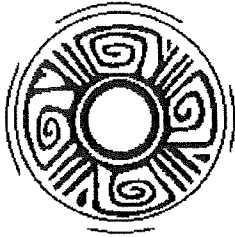
The attached budget summary (last 2 pages) provides a detailed breakdown of expenditures, and funding sources for the WWTP Expansion Project and the marine outfall. Of the \$24.8M estimated total cost for the two projects, the total amount in grants leveraged for this project equals \$3,500,000, and the total low interest loan secured equals \$10,765,000.

BOARD OR COMMITTEE RECOMMENDATION

The City Attorney has reviewed this Contract Agreement and recommends City approval as presented.

RECOMMENDATION / MOTION

Move to: Authorize the Mayor on behalf of the City Council to execute and sign the official Agreement for the Public Works Board Capital Agreement for the Wastewater Treatment Plant.



Washington State
Public Works Board

906 Columbia Street SW
Post Office Box 48319
Olympia, Washington 98504-8319
(360) 725-3150
www.pwb.wa.gov

Consent Agenda - 6

Capital Agreement between:

City of Gig Harbor

and

Public Works Board

For:

Project Name: **Wastewater Treatment Plant Phase 1 Improvement**

Contract Number: **LG09-951-085**

Project Type: **2009-2011 Washington State Capital Budget
Direct-Appropriation**

Execution/Start Date: _____ Date of Contract Execution



Department of Commerce

Innovation is in our nature.

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CONTRACT FACE SHEET

Contract Number: LG09-951-085

**Washington State Department of Commerce
PUBLIC WORKS BOARD
2009-2011 GRANT PROGRAMS—DIRECT-APPROPRIATION PROJECTS**

1. Contractor City of Gig Harbor 3510 Grandview Street Gig Harbor, WA 98332-1087		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative Stephen Misiurak 3510 Grandview Street Gig Harbor, WA 98332-1087		4. Public Works Board Representative Corina Grigoras, Special Programs Manager PO Box 48319 Olympia, WA 98504-8319	
5. Contract Amount \$2,500,000.00	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> County: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Contract Start Date Contract Execution Date	8. Contract End Date _____, 2011
9. Federal Funds (as applicable) N/A		Federal Agency N/A	
10. Tax ID # 91-6001435		11. SWV # _____	12. UBI # _____
13. DUNS # _____			
14. Contract Purpose The Board and the Contractor have entered into this Contract to undertake a legislatively-approved project that furthers the goals and objectives of Washington State, as indicated in the Engrossed Substitute House Bill 1216, Section 1050 (4), enacted on May 15, 2009. The Board, defined as the Washington State Public Works Board, and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including ATTACHMENT I: PROJECT SCOPE OF WORK; ATTACHMENT II: CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT; ATTACHMENT III: ESTIMATED PROJECT COSTS; ATTACHMENT IV: CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES; and ATTACHMENT V: CERTIFICATION OF INTENT TO ENTER THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION PROCESS.			
FOR THE CONTRACTOR _____ Signature _____ Print Name _____ Title _____ Date		FOR THE PUBLIC WORKS BOARD _____ John LaRocque, Executive Director _____ Date APPROVED AS TO FORM ONLY This 6 th Day of August, 2009 Rob McKenna Attorney General _____ Signature on File Kathryn Wyatt Assistant Attorney General	

CONTRACT TERMS AND CONDITIONS

PUBLIC WORKS BOARD 2009-2011 GRANT PROGRAMS—DIRECT-APPROPRIATION PROJECTS

Part 1. SPECIAL TERMS AND CONDITIONS

1.1. DEFINITIONS

As used throughout this 2009-2011 Washington State Capital Budget Direct-Appropriation Contract the following terms shall have the meaning set forth below:

- A. "Contract" shall mean this 2009-2011 Washington State Capital Budget Direct-Appropriation Contract.
- B. "Contractor" shall mean the entity identified on the Contract Face Sheet performing service(s) under this Contract and who is a party to the Contract, and shall include all employees and agents of the Contractor.
- C. "The Board" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Contract.

1.2. AUTHORITY

Acting under the authority of Chapter 43.155 RCW, the Board has awarded the Contractor a 2009-2011 Washington State Capital Budget Direct-Appropriation grant for a legislatively-approved project. The Engrossed Substitute House Bill 1216, Section 1050 (4), enacted on May 15, 2009, made an appropriation to support the Temporary Public Works Board Grant Program and directed the Board to administer those funds.

1.3. PURPOSE

The Board and the Contractor have entered into this Contract to undertake a legislatively-approved project that furthers the goals and objectives of Washington State. The project will be undertaken by the Contractor and will include the activities identified in ATTACHMENT I: PROJECT SCOPE OF WORK. The project must be undertaken in accordance with the Contract terms and conditions, and all applicable state and local laws and ordinances, which by this reference are incorporated into this Contract as though set forth fully herein.

1.4. ORDER OR PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and State of Washington statutes and regulations.
- B. Special Terms and Conditions including all the attachments.
- C. General Terms and Conditions.

1.5. GRANT AMOUNT

The Board shall pay an amount not to exceed the awarded grant amount of **\$2,500,000.00** for the eligible costs necessary for or incidental to the performance of work as set forth in ATTACHMENT I: PROJECT SCOPE OF WORK.

1.6. CERTIFICATION OF FUNDS

- A. The release of state funds under this Contract is contingent upon the Contractor certifying that it has expended or has access to funds from other sources as set forth in ATTACHMENT II: CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT to complete all the project activities identified in ATTACHMENT I: PROJECT SCOPE OF WORK. Such sources may consist of a combination of any of the following:
- i. Loans or grants.
 - ii. Eligible project expenditures prior to the execution of this contract.
 - iii. Cash dedicated to the project.
 - iv. Funds available through a letter of credit or other binding loan commitment(s).
 - v. Pledges from foundations or corporations.
 - vi. Pledges from individual donors.
 - vii. The value of real property when acquired solely for the purposes of this project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. The Board will not consider appraisals for prospective values of such property for the purposes of calculating the amount of matching fund credit.
 - viii. In-kind contributions, subject to the Board's approval.
- B. The Contractor shall maintain records sufficient to evidence that it has access to or has expended funds from such sources, and shall make such records available for the Board's review upon reasonable request.

1.7. MODIFICATION TO THE PROJECT COSTS

- A. Notwithstanding any other provision of this Contract, the Contractor may, at its discretion, make modifications not to exceed fifteen percent (15%) of each cost category item in the ATTACHMENT III: ESTIMATED PROJECT COSTS.
- B. The Contractor shall notify the Board in writing when making any budget modification or modifications that would exceed fifteen percent (15%) of any cost category item. Any such request shall require the approval of the Board, and any such modifications shall become a formal contract amendment that will be signed by both parties and attached to the Contract.
- C. Nothing in this section shall be construed to permit an increase in the amount of funds available for the project, as set forth in Section 1.5 of this Contract.

1.8. PROJECT EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

Payments to the Contractor shall be made on a reimbursement basis only. For the purposes of this Contract, reimbursement shall be construed to mean costs incurred and paid, or costs incurred and payable within thirty (30) days. Only costs that have been incurred on or after **May 15, 2009**, are eligible for reimbursement under this Contract.

The Contractor may be reimbursed for expenditures related to the activities identified in ATTACHMENT I: PROJECT SCOPE OF WORK, in the following cost categories:

- A. Real property and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the project;
- B. Design, engineering, architectural, and planning;
- C. Archaeological/historical review;

- D. Construction management and construction observation (from external sources only);
- E. Construction costs including, but not limited to, the following:
 - i. Site preparation and improvements;
 - ii. Permits and fees;
 - iii. Labor and materials;
 - iv. Taxes on project goods and services;
 - v. Capitalized equipment;
 - vi. Information technology infrastructure; and
 - vii. Landscaping.
- F. Insurance premiums as required in Section 1.19;
- G. Other costs authorized through the legislation.

1.9. BILLING PROCEDURES AND PAYMENT

The Board shall reimburse the Contractor for eligible project expenditures up to the maximum payable under this Contract. When requesting reimbursement for costs incurred or expenditures made, the Contractor shall submit a signed and completed Invoice Voucher (Form A-19), referencing the ATTACHMENT I: PROJECT SCOPE OF WORK project activity performed, and any appropriate documentation. The Invoice Voucher must be certified by an official of the Contractor with authority to bind the Contractor.

Each Invoice Voucher, except the final Invoice Voucher, must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the project since the last invoice was submitted, as well as a report of project status to date. The Board will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, the Board shall promptly remit a warrant to the Contractor.

The final Invoice Voucher payment shall not occur prior to the completion of all project activities as identified in ATTACHMENT I: PROJECT SCOPE OF WORK. A sum not to exceed ten percent (10%) of the grant amount will be retained until all project activities are complete and a Certified Project Completion Report is completed and submitted by the Contractor, per Section 1.10.

The Contractor shall submit all Invoice Vouchers and any required documentation to:

Contracts Administration Unit
Department of Commerce
PO Box 42525
Olympia, WA 98504-2525

The Board will pay the Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Board not more often than monthly.

Payment shall be considered timely if made by the Board within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

The Board may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the Board.

Duplication of Billed Costs. The Contractor shall not bill the Board for services performed under this Contract, and the Board shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs. The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

1.10. CERTIFIED PROJECT COMPLETION REPORT AND FINAL PAYMENT

The Contractor shall complete a Certified Project Completion Report when activities identified in ATTACHMENT I: PROJECT SCOPE OF WORK are complete. The Board will supply the Contractor with the Certified Project Completion Report forms upon request.

The Contractor shall provide the following information to the Board:

- A. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in ATTACHMENT I: PROJECT SCOPE OF WORK.
- B. A certified statement that the project, as described in ATTACHMENT I: PROJECT SCOPE OF WORK, is complete and, if applicable, meets required standards.
- C. Certification that all costs associated with the project have been incurred and accounted for. Costs are incurred when goods and services are received and/or contract work is performed.

The Contractor will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the grant amount including the ten percent (10%) retainage, as described in Section 1.9. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in ATTACHMENT I: PROJECT SCOPE OF WORK and the receipt of the Certified Project Completion Report.

1.11. REPORTS

The Contractor shall furnish the Board with Project Status Reports when submitting vouchers, a Certified Project Completion Report (as described in Section 1.10) when submitting the last voucher at project completion, and other reports as the Board may require. Failure to file reports as requested may result in termination of this Contract.

1.12. EVALUATION AND MONITORING

The Contractor shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the Board, including site inspections, if necessary.

The Contractor may be asked by the Board to provide photographs, either hard copy or electronically, which visually depict the progress made on the project.

The Board or the State Auditor and any of their representatives shall have full access to and the right to examine all of the Contractor's records with respect to all matters covered in this Contract. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this Contract. Such rights last for six (6) years from the date final payment is made hereunder.

1.13. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

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

1.14. CHANGE OF OWNERSHIP OR USE FOR CONTRACTOR-OWNED PROPERTY

The Contractor understands and agrees that any or all assets acquired, constructed, or otherwise improved by the Contractor using the funds under this Contract shall be held and used by the Contractor for the purposes stated in ATTACHMENT I: PROJECT SCOPE OF WORK for a period of at least ten (10) years from the date the final payment is made.

For a period of at least ten (10) years from the date the final payment is made, in the event that the Contractor decides to change or transfer ownership of any or all assets acquired, constructed, or otherwise improved by the Contractor using the funds under this Contract, the Contractor agrees that any such decision or action must be submitted in writing and approved by the Board in writing at least thirty (30) days prior to the execution of such decision or action.

In the event the Contractor is found to be out of compliance with this section, the Contractor shall repay the principal amount of the grant as stated in Section 1.5, plus interest calculated at the rate of interest on State of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject asset was authorized. Repayment shall be made pursuant to Section 1.20. Recapture Provision.

1.15. CHANGE OF USE FOR LEASED PROPERTY

The Contractor understands and agrees that any facility leased by the Contractor that is constructed, renovated, or otherwise improved using state funds under this Contract shall be used by the Contractor for the purposes stated in ATTACHMENT I: PROJECT SCOPE OF WORK for a period of at least ten (10) years from the date the final payment is made.

In the event the Contractor is found to be out of compliance with this section, the Contractor shall repay the principal amount of the grant as stated in Section 1.5, plus interest calculated at the rate of interest on State of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 1.20. Recapture Provision.

1.16. HISTORICAL AND CULTURAL ARTIFACTS

In the event that historical or cultural artifacts are discovered at the project site during construction, the Contractor shall immediately stop construction and notify the state historical preservation officer at the Washington State Department of Archaeology and Historic Preservation.

In the event that the Contractor finds it necessary to amend ATTACHMENT I: PROJECT SCOPE OF WORK, the Contractor may be required to re-comply with Executive Order 05-05.

1.17. SIGNAGE, MARKERS, AND PUBLICATIONS

If, during the period covered by this Contract, the Contractor displays or circulates any communication, publication, or donor recognition identifying the financial participants in the project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

1.18. PREVAILING WAGE LAW

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

1.19. INSURANCE

A. Private Organizations

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State of Washington should there be any claims, suits, actions, costs, damages, or expenses arising from any loss, or negligent or intentional act or omission of the Contractor or its subcontractors, or agents of either, while performing under the terms of this Contract.

The insurance required shall be issued by an insurance company authorized to do business within the State of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the State of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct the insurers to give the Board thirty (30) calendar days advance notice of any insurance cancellation or modification.

The Contractor shall submit to the Board within fifteen (15) calendar days of the Contract start date, a certificate of insurance, which outlines the coverage and limits required under this insurance section. During the term of the Contract, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Contract activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Automobile Liability. In the event that performance pursuant to this Contract involves the use of vehicles, owned or operated by the Contractor or its subcontractors, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors, and Omissions Insurance. The Contractor shall maintain Professional Liability or Errors and Omissions Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under Contract to the Contractor. The State of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts

or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- i. The amount of fidelity coverage secured pursuant to this Contract shall be \$100,000 or the highest of planned reimbursement for the Contract period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name the Contractor as beneficiary.
- ii. Subcontractors that receive \$10,000 or more per year in funding through this Contract shall secure fidelity insurance as noted above. Fidelity insurance secured by subcontractors pursuant to this paragraph shall name the Contractor as beneficiary.

The Contractor shall provide, at the Board's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that the Board will be provided thirty (30) days advance written notice of cancellation.

B. Self-Insured Contractors

With prior approval from the Board, the Contractor may provide insurance coverage under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from the Board, the Contractor shall provide:

- i. a description of its self-insurance program, and
- ii. a certificate and/or letter of coverage that outlines coverage, limits, and deductibles.

All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by:

- i. Governmental Accounting Standards Board (GASB),
- ii. Financial Accounting Standards Board (FASB), and
- iii. The Washington State Auditor's annual instructions for financial reporting.

Contractors participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The State of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Contractor shall provide annually to the Board a summary of coverages and a letter of self-insurance, evidencing continued coverage under Contractor's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Contract.

Employers Liability ("Stop Gap") Insurance. In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident of \$1,000,000 each employee for bodily injury or disease.

Excess Coverage. By requiring insurance herein, the Board does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the Board in this Contract.

Unemployment and Industrial Insurance. The Contractor shall be in full compliance with all state unemployment and industrial insurance laws while performing work under this contract. The Board will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for the Contractor, or any subcontractor or employee of the Contractor, which might arise under the industrial insurance laws during performance of this contract.

Protection of Project Property, Contractor's Assumption of Risk. The Contractor shall continuously maintain adequate protection of all the project work from damage and shall protect the property from injury or loss arising in connection with this Contract. The entire work of the Contractor shall be at the sole risk of the Contractor. The Contractor may elect to secure fire, extended coverage, and vandalism insurance or all-risk insurance to cover the project work during the course of construction. The Contractor shall take all necessary precautions for the safety of employees working on the project, and shall comply with all applicable provisions of federal, state, and local safety laws and building codes to prevent accidents or injuries to persons, on, about, or adjacent to the premises where the work is being performed.

1.20. RECAPTURE PROVISION

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

1.21. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this Contract are withdrawn, reduced, or limited in any way by the Washington State Governor or Legislature during the Contract period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of the Board, and shall meet and renegotiate the Contract accordingly.

1.22. REAPPROPRIATION

The parties hereto understand and agree that any state funds not expended by **June 30, 2011**, will lapse on that date unless specifically reappropriated by the Washington State Legislature or Governor. If funds are so reappropriated, the Board's obligation under the terms of this Contract shall be contingent upon the terms of such reappropriation.

Part 2. GENERAL TERMS AND CONDITIONS

2.1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- C. "The Board" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Contract.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2.2. ALLOWABLE COSTS

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

2.3. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

2.4. AMENDMENTS

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

2.5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

2.6. APPROVAL

This contract shall be subject to the written approval of the Board's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

2.7. ASSIGNMENT

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

2.8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys fees and costs.

2.9. AUDIT

A. General Requirements

Contractors are to procure audit services based on the following guidelines.

The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.

The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.

The Board reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

As applicable, Contractors required to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to the Board requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

Contractors expending \$100,000 or more in total state funds in a fiscal year must have a financial audit as defined by Government Auditing Standards (The Revised Yellow Book) and according to Generally Accepted Auditing Standards (GAAS). The Schedule of State Financial Assistance must be included. The schedule includes:

- Contractor agency name
- State program name
- BARS account number
- Contractor
- Agency contract number
- Contract award amount including amendments (total grant award)
- Beginning balance
- Current year revenues
- Current year expenditures
- Ending balance
- Program total

If the Contractor is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.

The Contractor shall include the above audit requirements in any subcontracts.

In any case, the Contractor's financial records must be available for review by the Board.

C. Documentation Requirements

The Contractor must send a copy of any required audit Reporting Package as described in OMB Circular A-133, Part C, Section 320(c) no later than nine (9) months after the end of the Contractor's fiscal year(s) to:

Department of Commerce
ATTN: Audit Review and Resolution Office
906 Columbia Street SW, Fifth Floor
PO Box 48300
Olympia WA 98504-8300

In addition to sending a copy of the audit, when applicable, the Contractor must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by the Board.
- Copy of the Management Letter.

2.10. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

2.11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

- a. All material provided to the Contractor by the Board that is designated as "confidential" by the Board;
- b. All material produced by the Contractor that is designated as "confidential" by the Board; and
- c. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the Board or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide the Board with its policies and procedures on confidentiality. The Board may require changes to such policies and procedures as they apply to this Contract whenever the Board reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the Board. Upon request, the Contractor shall immediately return to the Board any Confidential Information that the Board reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify the Board within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

2.12. CONFORMANCE

If any provision of this Contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

2.13. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Board. The Board shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the Board effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to the Board a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Board.

The Contractor shall exert all reasonable effort to advise the Board, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide the Board with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. The Board shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

2.14. DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

2.15. DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Chair of the Board, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the Chair and the other party's (respondent's) Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Chair or the Chair's designee and the requestor within five (5) working days.

The Chair or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Chair or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

2.16. DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

2.17. ETHICS/CONFLICTS OF INTEREST

In performing under this Contract, the Contractor shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.

2.18. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

2.19. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, the Board, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Contractor's performance or failure to perform the Contract. The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by the Contractor's agents, employees, representatives, or any Subcontractor or its agents, employees, or representatives.

The Contractor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

Subcontracts shall include a comprehensive indemnification clause holding harmless the Contractor, the Board, the state of Washington, its officers, employees and authorized agents.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

2.20. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or the Board. The Contractor will not hold itself out as or claim to be an officer or employee of the Board or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

2.21. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the Board may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The Board may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Board under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

2.22. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

- Washington State Laws and Regulations
- Affirmative action, RCW 41.06.020 (11).
- Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.
- Discrimination-human rights commission, Chapter 49.60 RCW.
- Ethics in public service, Chapter 42.52 RCW.
- Housing assistance program, Chapter 43.185 RCW
- Interlocal cooperation act, Chapter 39.34 RCW.
- Noise control, Chapter 70.107 RCW.
- Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- Open public meetings act, Chapter 42.30 RCW.
- Prevailing wages on public works, Chapter 39.12 RCW.
- Public records act, Chapter 42.56 RCW.
- Relocation assistance - real property acquisition policy, Chapter 8.26 RCW.
- Shoreline management act of 1971, Chapter 90.58 RCW.
- State budgeting, accounting, and reporting system, Chapter 43.88 RCW.
- State building code, Chapter 19.27 RCW and Energy-related building standards, Chapter 19.27A RCW, and Provisions in buildings for aged and handicapped persons, Chapter 70.92 RCW.
- State Coastal Zone Management Program, Publication 01-06-003, Shorelands and Environmental Assistance Program, Washington State Department of Ecology.
- State environmental policy, Chapter 43.21C RCW.
- State Executive Order 05-05 Archeological and Cultural Resources.

2.23. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

2.24. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

2.25. LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.26. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

2.27. POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

2.28. PREVAILING WAGE LAW

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for the Board's review upon request.

2.29. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

2.30. PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the Board's name is mentioned, or language used from which the connection with the state of Washington's or the Board's name may reasonably be inferred or implied, without the prior written consent of the Board.

2.31. RECAPTURE

In the event that the Contractor fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, the Board reserves the right to recapture funds in an amount to compensate the Board for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by the Board. In the alternative, the Board may recapture such funds from payments due under this contract.

2.32. RECORDS MAINTENANCE

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect

costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

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

2.33. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

2.34. RIGHT OF INSPECTION

At no additional cost to the Board, all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the Board, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

2.35. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the Board may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

2.36. SEVERABILITY

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

2.37. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of the Board.

If the Board approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the Board in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to the Board if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the Board for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that the Board and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

2.38. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

2.39. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

2.40. TERMINATION FOR CAUSE / SUSPENSION

In event the Board determines that the Contractor failed to comply with any term or condition of this Contract, the Board may terminate the Contract in whole or in part upon written notice to the Contractor. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, the Board upon written notice may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, the Board may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor's right to perform duties under this Contract. Failure by the Contractor to take timely corrective action shall allow the Board to terminate the Contract upon written notice to the Contractor.

"Termination for Cause" shall be deemed a "Termination for Convenience" when the Board determines that the Contractor did not fail to comply with the terms of the Contract or when the Board determines the failure was not caused by the Contractor's actions or negligence.

If the Contract is terminated for cause, the Contractor shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original contract and the replacement contract, as well as all costs associated with entering into the replacement contract (i.e., competitive bidding, mailing, advertising, and staff time).

2.41. TERMINATION FOR CONVENIENCE

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

2.42. TERMINATION PROCEDURES

After receipt of a notice of termination, except as otherwise directed by the Board, the Contractor shall:

- A. Stop work under the Contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities related to the Contract;
- C. Assign to the State all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Board has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of the Board; and
- D. Preserve and transfer any materials, contract deliverables and/or the Board property in the Contractor's possession as directed by the Board.

Upon termination of the Contract, the Board shall pay the Contractor for any service provided by the Contractor under the Contract prior to the date of termination. The Board may withhold any amount due as the Board reasonably determines is necessary to protect the Board against potential loss or liability resulting from the termination. The Board shall pay any withheld amount to the Contractor if the Board later determines that loss or liability will not occur.

The rights and remedies of the Board under this section are in addition to any other rights and remedies provided under this Contract or otherwise provided under law.

2.43. WAIVER

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

**ATTACHMENT I:
PROJECT SCOPE OF WORK**

**PUBLIC WORKS BOARD
2009-2011 GRANT PROGRAMS—DIRECT-APPROPRIATION PROJECTS**

**Contractor: City of Gig Harbor
Contract Number: LG09-951-085
Project Title: Wastewater Treatment Plant Phase 1 Improvement**

The project's scope of work is comprised of the following activities:

Construction of new buildings, tanks, and retaining walls; process piping and equipment; installation of owner-supplied equipment; modification and demolition of existing facilities and structures; improvement to instrumentation, control, telemetry and power systems; site clearing grading, final surfacing, and landscaping improvements at the City's Wastewater Treatment Plant (WWTP) site; and installation of fiber optic telemetry cable from the City's WWTP to the City's Pump Station 2A (PS2A) located at Ruth M. Bogue Park, along with modifications to the telemetry and control system at the PS2A facility. Construction began April 2009. Anticipated completion is December 2010.

If the above scope of work includes engineering, planning, or design activities, the Contractor shall make all plans and documents funded in whole or in part by this Contract available for the Board's review upon reasonable request.

The project will be considered complete when all the activities identified in the above scope of work are complete. Additionally, the project performance measures listed below must be accomplished by the end of **December, 2011**.

- 1. Improve the water quality within Gig Harbor by reducing the TSS and BOD levels.
HOW TO MEASURE: Upon project completion, the water quality within Gig Harbor will be improved due to the extension of the outfall into Colvos Passage. This will reduce the TSS and BOD levels in the harbor by at least 25%, due to the discharge being relocated to Colvos Passage. Quantifying the reduction is difficult, due to the complex dilution and mixing of the discharge in Colvos Passage, but the 25% estimate is judged to be conservative.**
- 2. Reduce annual nutrient level to the Harbor.
HOW TO MEASURE: Upon project completion, the annual nutrient level in Gig Harbor will be reduced by an estimated 15-20%. Currently, the plant is not designed for nutrient removal, but nutrient removal capability is being incorporated into the plant expansion. Additionally, the harbor water quality will be enhanced by the extension of the outfall into Colvos Passage. Quantifying the reduction is difficult, due to the complex dilution and mixing of the discharge in Colvos Passage, but the 15-20% estimate is judged to be conservative.**
- 3. Reduce annual power consumption at the Treatment Plant.
HOW TO MEASURE: Upon project completion, the annual power consumption will be reduced from \$75,000 to approximately \$60,000, representing a 15-20% savings.**

The Contractor, by its signature below, certifies that the project's scope of work and performance measures set forth above have been reviewed and approved by the Contractor's governing body as of the date and year written below.



SIGNATURE

NAME

TITLE

DATE

**ATTACHMENT II:
CERTIFICATION OF THE AVAILABILITY OF FUNDS TO
COMPLETE THE PROJECT**

**PUBLIC WORKS BOARD
2009-2011 GRANT PROGRAMS—DIRECT-APPROPRIATION PROJECTS**

**Contractor: City of Gig Harbor
Contract Number: LG09-951-085**

Type of Funding	Funding Source	Amount
This Direct-Appropriation Grant	Washington State Public Works Board	\$2,500,000.00
Grants		
Grant #1	DOE Water Quality	\$1,000,000.00
Grant #2		\$0.00
Grant #3		\$0.00
Total Grants		\$1,000,000.00
Loans		
Loan #1	PWTF Construction Loan PC08-951-015	\$10,000,000.00
Loan #2	PWTF Pre-Construction Loan PW-07-962-PRE-107	\$765,000.00
Loan #3		\$0.00
Total Loans		\$10,765,000.00
Local Revenue		
Local Revenue #1	Sewer Connection Fees & Revenue Bond	\$1,464,473.00
Local Revenue #2		\$0.00
Local Revenue #3		\$0.00
Total Local Revenue		\$1,464,473.00
Other Funds		
Other Funds #1	City Procured Material	\$1,520,142.00
Other Funds #2		\$0.00
Total Other Funds		\$1,520,142.00
TOTAL PROJECT FUNDING		\$17,249,615.00

The Contractor, by its signature below, certifies that project funding from sources other than those provided by this Contract and identified above has been reviewed and approved by the Contractor's governing body or board of directors, as applicable, and has either been expended for eligible project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the activities described in ATTACHMENT I: PROJECT SCOPE OF WORK, as of the date and year written below. The Contractor shall maintain records sufficient to evidence that it has

expended or has access to the funds needed to complete the activities described in ATTACHMENT I: PROJECT SCOPE OF WORK, and shall make such records available for the Board's review upon reasonable request.



SIGNATURE

NAME

TITLE

DATE

**ATTACHMENT III:
ESTIMATED PROJECT COSTS**

**PUBLIC WORKS BOARD
2009-2011 GRANT PROGRAMS—DIRECT-APPROPRIATION PROJECTS**

**Contractor: City of Gig Harbor
Contract Number: LG09-951-085**

Cost Category	Amount
Engineering Report	\$126,301.00
Cultural & Historical Resources Review (Section 106 or EO 05-05)	\$3,795.00
Environmental Review	\$0.00
Land/Right-of-Way Acquisition	\$0.00
Permits	\$110,000.00
Public Involvement/Information	\$0.00
Bid Documents	\$1,135,350.00
Construction	\$12,569,206.00
Other: Construction Management Services	\$1,871,377.00
Other: Contingency	\$1,088,496.00
Other: Pre-Construction Management Services	\$345,090.00
Other:	\$0.00
Other:	\$0.00
Other:	\$0.00
TOTAL ESTIMATED PROJECT COSTS	\$17,249,615.00

The Contractor, by its signature below, certifies that the Estimated Project Costs set forth above have been reviewed and approved by the Contractor's governing body or board of directors, as applicable, as of the date and year written below.

SIGNATURE

NAME

TITLE

DATE

**ATTACHMENT IV:
CERTIFICATION OF THE PAYMENT AND REPORTING OF
PREVAILING WAGES**

**PUBLIC WORKS BOARD
2009-2011 GRANT PROGRAMS—DIRECT-APPROPRIATION PROJECTS**

**Contractor: City of Gig Harbor
Contract Number: LG09-951-085**

The Contractor, by its signature below, certifies that all contractors and subcontractors performing work on the project as described in ATTACHMENT I: PROJECT SCOPE OF WORK shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable to the project funded by this Contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for the Board's review upon request.

If any state funds are used by the Contractor for the purpose of construction, applicable State Prevailing Wages must be paid.

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



SIGNATURE

NAME

TITLE

DATE

**ATTACHMENT V:
CERTIFICATION OF THE INTENT TO ENTER THE LEADERSHIP IN
ENERGY AND ENVIRONMENTAL DESIGN (LEED)
CERTIFICATION PROCESS**

**PUBLIC WORKS BOARD
2009-2011 GRANT PROGRAMS—DIRECT-APPROPRIATION PROJECTS**

**Contractor: City of Gig Harbor
Contract Number: LG09-951-085**

The Contractor, by its signature below, certifies that it will enter into the Leadership in Energy and Environmental Design (LEED) certification process, as stipulated in RCW 39.35D, as applicable to the project described in ATTACHMENT I: PROJECT SCOPE OF WORK funded by this Contract. The Contractor shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to the Board.

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

SIGNATURE

NAME

TITLE

DATE

**NOT APPLICABLE
(LEED-exempt project)**



WWTP Phase 1 Expansion Budget Estimate Summary (CSSP-0702)

August, 2009

Design		
Design Services Including Pre Engineering R	Cosmopolitan Engineering Group	\$1,261,651
Design Review Services	Parametrix, Inc.	\$185,090
Cultural Resources Services	CRC	\$3,795
City Staff Time	City of Gig Harbor	\$166,110
<i>subtotal</i>		\$1,616,646

Construction		
Project Management		
Project Management	Cosmopolitan Engineering Group	\$712,527
Material Testing	CTL	\$53,612
Project Assistance	Parametrix, Inc.	\$599,808
SCADA Design & Programming	AIA	\$212,000
Cultural Resources	CRC	\$13,500
Surveying Services	Prizm	\$5,580
City Staff Time	City of Gig Harbor	\$274,350
<i>subtotal</i>		\$1,871,377

Construction		
Construction Contract (Apparent low bidder)	Prospect Construction Co.	\$10,883,949
10% contingency		\$1,088,395
Centrifuge	Purchased by City	\$270,458
Blowers	Purchased by City	\$333,148
Additional Clarifier		\$950,000
Austin St. detour improvements	TBD	\$54,642
Waterline Extension (constr. complete)	Pape & Sons	\$71,000
City Building Permit Fees		\$110,000
<i>subtotal</i>		\$13,761,592

Total Estimated Design & Construction Costs **\$17,249,615**

Funding Sources	
PWTF Loan	\$10,000,000
DOE Grant + CTED Grant	\$3,500,000
PWTF Design Loan (already rec'd & spent by City)	\$765,000
Costs already paid by City through 2008 (above the PWTF Design Loan amount)	\$1,526,252
Revenue Bond 2009	\$1,458,363

Revised: August 24, 2009

Total Funding **\$17,249,615**



WWTP Marine Outfall Project (CSSP-0023)

August, 2009

Design		
Design Services	Cosmopolitan Engineering Group	\$760,446
Cultural Resources Services	CRC	\$19,751
City Staff Time	City of Gig Harbor	\$75,000
<i>subtotal</i>		\$855,197

Construction		
Project Management		
Project Management	Cosmopolitan Engineering Group	\$350,000
Material Testing		\$40,000
City Staff Time	City of Gig Harbor	\$250,000
<i>subtotal</i>		\$640,000

Construction		
Construction Contract		\$6,600,000
Contingency- See PMX Cost Estimate		\$289,675
<i>subtotal</i>		\$6,889,675

Total Estimated Design & Construction Costs **\$8,384,872**

Funding Sources	
Costs already paid by City through 2008 (above the PWTF Design Loan amount)	\$764,447
Revenue Bond 2009	\$7,620,425

Revised: June 24, 2009

Total Funding **\$8,384,872**



Subject: Second Reading - Updating the Comprehensive Plan Amendment Process

Proposed Council Action: Adopt at this second reading.

Dept. Origin: Planning

Prepared by: Jennifer Kester
Senior Planner

For Agenda of: September 28, 2009

Exhibits: Draft Ordinance

Initial & Date

Concurred by Mayor:

CLH 9/24

Approved by City Administrator:

RJK 9/17

Approved as to form by City Atty:

e-mail

Approved by Finance Director:

N/A

Approved by Department Head:

TD 9/17/09

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

INFORMATION / BACKGROUND

Attached for the Council's consideration are proposed amendments to Chapter 19.09 GHMC, Amending the Comprehensive Plan. The City first adopted procedures for amending its comprehensive plan in 2007 and has processed three annual dockets under those procedures. While the fundamentals of the procedures are sound, some procedures could be amended to provide more efficient review, remove redundancies and ensure better public involvement.

The proposed ordinance would make the following changes to the procedures for amending the comprehensive plan:

1. Move up the submission deadline for comprehensive plan amendments to December 18, 2009 for the 2010 cycle and, for the 2011 cycle and thereafter, the last working day in October to allow adequate time for Planning Commission and City Council review of the proposed amendments.
2. Amend the complete application requirements to align with the criteria for approval and necessary concurrency review.
3. Require applicants for land use map amendments to conduct a public outreach program prior to submittal of an amendment in order to ensure that early and continuous public notification and participation occurs in the planning process. *In response to comments at the first reading, staff has proposed minimum standards for the public outreach that can be found on pages 6 and 7 of the enclosed ordinance.*
4. In order to make efficient use of staff, Planning Commission and Council time, limit the review of similar applications to once every three years, unless a change in circumstances warrants additional review

5. Amend the criteria for approval to remove redundancies and to differentiate between all applications and applications for land use map amendments
6. Make other housekeeping amendments, such as correcting references and clarifying procedures.

POLICY CONSIDERATIONS

Amendments to development regulations are considered a Type V legislative action (GHMC 19.01.003). The Revised Code of Washington Chapter 36.70A, the Growth Management Act, contains several requirements for comprehensive plan amendment procedures. RCW 36.70A.130(2) limits amendments to the comprehensive plan to once a year (with statutory exceptions). RCW 36.70A.130(2) and RCW 36.70A.470 require that jurisdictions adopt a docketing process for requesting and considering comprehensive plan amendments. RCW 36.70A.020(11), .035 and .140 require jurisdictions to establish an early and continuous public notification and participation in the planning process.

ENVIRONMENTAL ANALYSIS

The City's SEPA Responsible Official determined that this Ordinance is categorically exempt from SEPA, pursuant to WAC 197-11-800(19)

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

None

RECOMMENDATION / MOTION

Adopt at this second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF GIG HARBOR, WASHINGTON, RELATING TO COMPREHENSIVE PLAN AMENDMENTS; AMENDING CHAPTER 19.09 OF THE GIG HARBOR MUNICIPAL CODE TO REVISE THE PROCEDURAL REQUIREMENTS FOR PROCESSING COMPREHENSIVE PLAN AMENDMENTS; CHANGING THE SUBMISSION DEADLINE OF AMENDMENTS; AMENDING THE ELEMENTS OF A COMPLETE APPLICATION; AMENDING THE CRITERIA FOR ACCEPTANCE AND APPROVAL OF COMPREHENSIVE PLAN AMENDMENTS; MAKING OTHER HOUSEKEEPING AMENDMENTS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, in 2007 the City adopted standards that incorporate into a common chapter all procedural requirements for amendments to the City's comprehensive plan; and

WHEREAS, since the adoption of the procedural requirements and the processing of amendments under those requirements, the City has determined that amendments to that process are necessary for efficient operation of government; and

WHEREAS, the City desires to move up the submission deadline for comprehensive plan amendments to December 18, 2009 for the 2010 cycle and thereafter, the last working day in October to allow adequate time for Planning Commission and City Council review of the proposed amendments; and

WHEREAS, the City desires to amend the complete application requirements to align with the criteria for approval and necessary concurrency review; and

WHEREAS, the City would like applicants for land use map amendments to conduct a public outreach program prior to submittal of an amendment in order to ensure that early and continuous public notification and participation occurs in the planning process; and

WHEREAS, in order to make efficient use of staff, Planning Commission and Council time, the City desires to limit the review of similar applications to once every three years, unless a change in circumstances warrants additional review; and

WHEREAS, the City desires to amend the criteria for approval of comprehensive plan amendments to remove redundancies and to differentiate between all applications and applications for land use map amendments; and

WHEREAS, the proposed standards are consistent with the goals, objectives, and policies of the City's Comprehensive Plan; and

WHEREAS, the City's SEPA Responsible Official has determined that the proposed standards are exempt under SEPA pursuant to WAC 197-11-800(19); and

WHEREAS, a copy of this Ordinance was forwarded to the Washington State Department of Commerce on August 31, 2009, pursuant to RCW 36.70A.106; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on September 14, 2009; and

WHEREAS, on _____, the City Council held a second reading during a regular City Council meeting; Now, therefore,

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

Section 1. Chapter 19.09 of the Gig Harbor Municipal Code, Amending the Comprehensive Plan, is hereby amended, to read as follows:

19.09.010 Purpose.

The purpose of this chapter is to establish procedures for amending the city's comprehensive plan, including the comprehensive plan text and land use map, as well as the land use, housing, capital facilities plan, utilities, transportation, economic, and park/recreation elements of the comprehensive plan. The Growth Management Act (GMA) generally allows amendments to comprehensive plans only once per year, except as otherwise provided in RCW 36.70A.130(2)(a), so that the cumulative impacts of all proposed amendments can be analyzed. This chapter is intended to provide a process to "docket" proposed amendments for annual review, to provide timelines, to identify public participation procedures, application requirements, and review criteria for consideration of amendments to the various comprehensive plans.

19.09.020 Exceptions to the amendment process.

The city council may amend the comprehensive plan(s) more frequently than once per year under the following circumstances (consistent with RCW 36.70A.130(2)):

- A. Initial adoption of an identified subarea plan that does not modify the comprehensive plan policies and designations applicable to the subarea;
- B. The adoption or amendment of a shoreline master program under the procedures set forth in Chapter 90.58 RCW;

C. The amendment of the capital facilities element of a comprehensive plan that occurs concurrently with the adoption or amendment of the city's budget; and

D. Any other circumstance specifically described in Chapter 36.70A RCW.

19.09.030 Submission deadlines.

Proposed amendments to the comprehensive plan or land use plan map may be submitted at any time. Applications received by ~~August 15, 2007~~ December 18, 2009, will be considered during the ~~current~~ 2010 annual review period. ~~Thereafter~~ For the 2011 annual review period and beyond, applications shall be received by the last working day in ~~February~~ October will be considered during the current annual review period, subject to GHMC 19.09.010 and 19.09.020. Applications received after the last day in ~~February~~ October will be considered during the next year's annual review period.

19.09.040 Types of amendments.

~~There are two amendment types: text and map. Both amendments require "docketing" and will be considered annually. All comprehensive plan amendments are considered legislative processes and are not subject to deadlines for issuance of a final decision or project permit applications in Chapter 19.05 GHMC. While the city may consider amendments only once a year, there is no deadline for the city's final decision on the amendments, nor is there any limitation on the number of hearings that the city may hold to consider the amendments.~~

19.09.050 Annual review process and SEPA review.

~~A. All comprehensive plan amendments are considered legislative processes and are not subject to deadlines for issuance of a final decision or project permit applications in Chapter 19.05 GHMC. While the city may consider amendments only once a year, there is no deadline for the city's final decision on the amendments, nor is there any limitation on the number of hearings that the city may hold to consider the amendments.~~

~~A. B. Annually, the comprehensive plan amendment proposals shall be considered concurrently so that the cumulative effect of all amendments may be ascertained. Environmental review (SEPA) shall be conducted on all proposed amendments at the same time to consider the cumulative impacts of all amendments. Proposals may be considered at separate meetings and hearings, so long as the final action taken considers the cumulative effect of all the proposed amendments.~~

~~B. Proposed comprehensive plan amendments are subject to the following:~~

~~1. C. Proportional Share of Costs. Individual applicants will be required to pay for their proportionate share of the costs involved in the SEPA analysis, which may include the preparation of an environmental impact~~

statement if deemed necessary by the responsible SEPA official. If an EIS is deemed necessary, the city will contact the applicant(s) to provide them with an estimate on the cost of the EIS and will require the applicant(s) to pay their proportionate cost before proceeding with the preparation of the EIS. Lack of payment in the time specified by the city will be deemed a withdrawal of the non-paying applicant's application. If actual costs of the EIS exceed the estimated cost, the city may bill each applicant for their proportional share of the cost overrun. Payments exceeding actual costs shall likewise be reimbursed proportionately. If payments for all cost due to the city are not paid, the proposed comprehensive plan amendments of the non-paying applicant shall not be approved.

~~C.~~ D. Assessment of Impacts. Except for those land use map amendments associated with a development agreement that limit development to specified uses and floor areas, the most intense use and development of the site allowed under the proposed land use designation will be assumed when reviewing potential impacts to the environment and to public facilities.

19.09.060 Initiation of amendments.

Amendments may be initiated by any interested person, including applicants property owners, citizens, hearing examiners, city council, planning commission, city staff and staff of other agencies.

19.09.070 Docket.

Proposed amendments will be assigned an application number and placed on a docket. A current copy of the docket shall be maintained by the planning department and shall be available for public inspection during regular city business hours.

19.09.080 Amendment applications.

A. General Application Requirements. All map and text amendment applications shall be accompanied by a completed application form as provided by the city along with the following additional information:

1. Name and address of the person or persons proposing the amendment;
2. An environmental checklist (SEPA), including a completed Part D;
3. All associated fees as established by the city;
4. A description and/or map of the proposed amendment;
- 4.5. A written statement explaining the following:
 - a. The purpose of the proposed amendment;
 - b. How the amendment is consistent with the Washington State Growth Management Act;
 - c. How the amendment is consistent with the adopted countywide planning policies;

- d. How the amendment furthers the purpose of the city's comprehensive plan; and
- e. How the amendment is internally consistent with the city's comprehensive plan, as well as other adopted city plans and codes;
- f. ~~If applicable, how the project will meet concurrency requirements for transportation under Chapter 19.10 GHMC, or GHMC 19.10.005; and (All concurrency evaluation)~~

~~g.~~ 5. Supplemental environmental review and/or critical areas review if determined by the planning director to be required.

6. If the proposed amendment would increase the intensity or density of permitted development, the following capacity evaluations are required:

a. A report identifying anticipated traffic trip generation under the existing and proposed comprehensive plan.

b. A report identifying anticipated sewer generation under existing and proposed comprehensive plan using flow projections provided in Chapter 1 of the city's Public Works Standards.

c. If within the city's water service area, a report identifying anticipated water use under existing and proposed comprehensive plan.

7. A written response to the criteria for initiation of an application contained in GHMC 19.09.130 and the criteria for approval of an amendment contained in GHMC 19.09.170.

B. Comprehensive Plan Text Amendment Requirements. In addition to the general application requirements, the following additional information shall accompany a text amendment application:

1. The proposed element, chapter, section, and page number of the comprehensive plan to be amended.

2. Proposed text changes, with new text shown in an underline format, and deleted text shown in strikeout format or other format approved by the Planning Director.

~~3. For text changes that would allow increased residential densities or uses not otherwise allowed under existing text, a traffic impact analysis.~~

C. Comprehensive Plan Map Amendment Requirements. Map amendments include changes to any of the several maps included in the comprehensive plan including, but not limited to, the land use map, critical areas maps, neighborhood design areas map, future roadways map, preferred freight route map, roadway functional classification maps, short range transportation projects map, long range transportation projects map etc. All map amendment applications shall include the information specified under general application requirements. In addition, land use map amendment applications shall be accompanied by the following information:

- 1. The current land use map designation for the subject parcel(s);
- 2. The land use map designation requested;
- 3. A complete legal description describing the combined area of all the subject parcel(s);

4. A copy of the county tax assessor's map of the subject parcel(s);
5. A vicinity map showing:
 - a. All land use designations within 300 feet of the subject parcel(s);
 - b. All parcels within 300 feet of the subject parcel and all existing uses of those parcels;
 - c. All roads abutting and/or providing access to the subject parcel(s) including information on road classifications (arterial, minor collector, major collector access) and improvements to such roads;
 - d. Location of shorelines and critical areas on or within 300 feet of the site, if applicable;
 - e. The location of existing utilities serving the subject parcels including electrical, water and sewer (including septic); and
 - f. The location and uses of existing structures located on the subject parcel(s);
- ~~6. Mailing labels of all property owners within 300 feet of the subject site, as listed on the county assessor's tax rolls (the city may require the applicant at any time in the update process to submit updated mailing labels if the mailed notices are to be sent more than 30 days beyond the date the mailing labels were prepared);~~
- ~~7. A traffic impact analysis (TIA) assessing the potential impacts of the proposed amendment;~~
- ~~8. 6. Topographical map of the subject parcels and abutting properties at a scale of a minimum of one inch represents 200 feet (1:200);~~
- ~~9. 7. The current official zoning map designation for the subject parcel(s);~~

8. A description of any associated development proposals. Development proposals shall not be processed concurrent with comprehensive plan amendments, but the development proposals may be submitted for consideration of the comprehensive plan amendments to limit consideration of all proposed uses and densities of the property under the city's SEPA, zoning, concurrency processes and comprehensive land use plan. If no proposed development description is provided, the city will assume that the applicant intends to develop the property with the most intense development allowed under the proposed land use designation. The city shall assume the maximum impact, unless the applicant submits with the comprehensive plan amendment a development agreement to ameliorate the adverse impact of the proposed development.

9. Public Outreach Program. The applicant shall conduct a public outreach program within the 90-day period preceding submittal of application and provide evidence of such program at the submittal of application. This requirement is waived for applications initiated by the City. The public outreach program shall be as follows:

a. The applicant shall conduct a minimum of two neighborhood meetings in order to solicit public comment on the desired land use map amendment;

b. A written notice of each neighborhood meeting shall be sent to property owners within 300 feet of the boundaries of the subject land use map amendment at least seven days prior to the meeting;

c. A notice of each neighborhood meeting shall be published in the city's officially designated newspaper at least seven days prior to the meeting. The published notice shall be at least one eighth-page advertisement.

d. All notices of neighborhood meetings shall include:

i. A description of the proposed land use map amendment;

ii. The name, address and phone number of the property owners and owner's representative;

iii. A description of the subject property reasonably sufficient to inform the public of its location, including but not limited to a vicinity map, written description, parcel map or physical address;

iv. The date, time and place of the neighborhood meeting;

v. A statement that all interested persons may provide written comment to the property owner or owner's representative;

vi. A statement that all interested persons may appear at the meeting and provide public comment.

e. Copies of all written comments received and the attendance sign-up sheets from the neighborhood meetings shall be included in the application to the city.

~~10. A detailed plan which indicates any proposed improvements, including plans for:~~

~~a. Paved streets;~~

~~b. Storm drainage control and detention facilities;~~

~~c. Public water supply;~~

~~d. Public sanitary sewers;~~

~~e. Circulation and traffic patterns for the development and the surrounding neighborhoods; and~~

~~11. Other information as may be required by the planning director to assist in accurately assessing the conformance of the application with the standards for approval;~~

~~12. A description of any associated development proposals.~~

~~Development proposals shall not be processed concurrent with comprehensive plan amendments, but the development proposals may be submitted for consideration of the comprehensive plan amendments to limit consideration of all proposed uses and densities of the property under the city's SEPA, zoning, concurrency processes and comprehensive land use plan. If no proposed development description is provided, the city will assume that the applicant intends to develop the property with the most intense development allowed under the proposed land use designation. The city shall assume the maximum impact, unless the applicant submits~~

~~with the comprehensive plan amendment a development agreement to ameliorate the adverse impact of the proposed development.~~

D. Related Applications. Comprehensive plan amendments shall be processed separately from any other related project permit applications, including but not limited to site-specific rezone applications, except that related development descriptions may be submitted as described in subsection (C)(43 8) of this section.

19.09.090 Determination of completeness for proposed amendments.

The planning director shall review all docketed applications and make a determination of completeness within 30 days of receipt of application. (The requirements of RCW 36.70B.080 or GHMC 19.02.003 do not apply to legislative processes.) ~~Applicants will be required to provide any additional material requested by the director within 15 days of the date of the request.~~ Applications which are determined to be incomplete as of 45 days after the annual application deadline date identified in GHMC 19.09.030 will not be considered during the current annual review process and will be considered during the next annual review period after a determination of completeness. It is highly recommended that applicants for amendments to the comprehensive plan contact the planning department and arrange for a preapplication conference prior to submittal of an application for amendment to avoid delays in processing.

19.09.100 Concurrency review.

Repealed by Ord. 1101. (Ord. 1075 § 1, 2007).

19.09.110 ~~Public n~~ Notice of public hearing(s).

A notice of public hearing(s) on proposed amendments to the comprehensive plan shall be published in the city's officially designated newspaper and shall also be included on the city's official website. For site-specific land use map amendment proposals (i.e., sites involving four or fewer parcels, or sites consisting of multiple contiguous parcels under a single ownership), the notice of public hearing shall be mailed to all property owners within 300 feet of the subject site. Notices shall be both mailed and published at least seven days prior to the scheduled public hearing.

19.09.120 Public hearing on docket.

The city council shall review and consider all of the amendments included in the docket that were submitted in time for review during the current ~~calendar year~~ annual review period during a regular council hearing before making a final decision on which amendments will proceed through the annual amendment process.

19.09.130 Considerations for decision to initiate processing.

Before rendering a decision whether the individual comprehensive plan amendment proposal may be processed during any year, the city council shall consider all relevant facts, including the application materials, as well as the following items:

A. Whether circumstances related to the proposed amendment and/or the area in which it is located have substantially changed since the adoption of the comprehensive plan; and

B. Whether the assumptions upon which the comprehensive plan is based are no longer valid, or whether new information is available which was not considered during the initial comprehensive plan adoption process or during previous annual amendments; and

C. For amendments that have been considered within the last 3 years, whether there has been a change in circumstances that makes the proposed amendment now appropriate.

19.09.140 Selecting the applications for further processing during annual review.

The council shall consider each application separately under the ~~procedures and criteria set forth in GHMC 19.09.120 and 19.09.130~~, and shall decide which applications will be processed during the current annual amendment process, and which will not be processed. Any proposed amendment selected by the city council for further processing shall be processed as provided in this chapter. The processing of any proposed amendment not selected by the city council shall be terminated and the proposed amendment removed from the docket, unless otherwise directed by city council. ~~The council's findings and conclusions on the applications that will not be processed shall be incorporated into a resolution. No findings and conclusions are required for those applications that are forwarded to the planning commission for further processing during the current annual review.~~

19.09.150 Planning commission action.

Once the applications are forwarded to the planning commission for further processing, the planning director shall ensure that the applications have been reviewed under SEPA, and that a SEPA threshold decision has issued. The planning commission shall then hold a public hearing(s) on the applications and consider them cumulatively under the criteria set forth in GHMC 19.09.170. The commission's written recommendation on the applications shall then be forwarded to the city council.

19.09.160 City council action.

The city council shall consider the planning commission's recommendation on the comprehensive plan amendments and make a decision to either adopt or deny each amendment application. If the council makes no changes to the planning commission's recommendation,

the council may act on the amendments during a regular city council meeting. If the council makes any changes to the planning commission's recommendation, the council may be required to hold a public hearing, pursuant to RCW 36.70A.035(2). The city council shall not consider changes to private-party amendment applications after the planning commission's recommendation unless the changes are recommended by the planning commission or requested by the city council.

19.09.170 Criteria for approval.

~~Every applicant for a comprehensive plan amendment must demonstrate how each of the following criteria for approval has been satisfied in their application materials. The city council, in addition to the consideration of the conditions set forth in GHMC 19.09.130, shall make written findings regarding each application's consistency or inconsistency with each of the following criteria:~~

~~A. The proposed amendment meets concurrency requirements for transportation as specified in Chapter 19.10 GHMC;~~

~~B. The proposed amendment will not adversely impact the city's ability to provide sewer and water, and will not adversely affect adopted levels of service standards other public facilities and services such as parks, police, fire, emergency medical services and governmental services;~~

~~C. The proposed amendments will not result in overall residential capacities in the city or UGA that either exceed or fall below the projected need over the 20-year planning horizon; nor will the amendments result in densities that do not achieve development of at least four units per net acre of residentially designated land;~~

~~D. Adequate infrastructure, facilities and services are available to serve the proposed or potential development expected as a result of this amendment, according to one of the following provisions:~~

~~1. The city has adequate funds for needed infrastructure, facilities and services to support new development associated with the proposed amendments; or~~

~~2. The city's projected revenues are sufficient to fund needed infrastructure, facilities and services, and such infrastructure, facilities and services are included in the schedule of capital improvements in the city's capital facilities plan; or~~

~~3. Needed infrastructure, facilities and services will be funded by the developer under the terms of a developer's agreement associated with this comprehensive plan amendment; or~~

~~4. Adequate infrastructure, facilities and services are currently in place to serve expected development as a result of this comprehensive plan amendment based upon an assessment of land use assumptions; or~~

~~5. Land use assumptions have been reassessed, and required amendments to other sections of the comprehensive plan are being processed in conjunction with this amendment in order to ensure that adopted level of service standards will be met.~~

~~E. The proposed amendment is consistent with the goals, policies and objectives of the comprehensive plan;~~

~~F. The proposed amendment will not result in probable significant adverse impacts to the transportation network, capital facilities, utilities, parks, and environmental features which cannot be mitigated and will not place uncompensated burdens upon existing or planned services;~~

~~G. In the case of an amendment to the comprehensive plan land use map, that the subject parcels being redesignated are physically suitable for the allowed land uses in the designation being requested, including compatibility with existing and planned surrounding land uses and the zoning district locational criteria contained within the comprehensive plan and zoning code;~~

~~H. The proposed amendment will not create a demand to change other land use designations of adjacent or surrounding properties, unless the change in land use designation for other properties is in the long-term interest of the community in general;~~

~~I. The proposed amendment is consistent with the Growth Management Act, the countywide planning policies and other applicable interjurisdictional policies and agreements, and/or other state or local laws; and~~

~~J. The proposed effect of approval of any individual amendment will not have a cumulative adverse effect on the planning area.~~

The city's comprehensive plan was developed and adopted after significant study and public participation. The goals and policies contained therein shall therefore be granted substantial weight when considering a proposed amendment. The city council shall make written findings regarding each application's consistency or inconsistency with the following criteria:

A. The proposed amendment will further and be consistent with the goals, policies and objectives of the comprehensive plan; and

B. The proposed amendment is consistent with the Growth Management Act, the countywide planning policies and other applicable interjurisdictional policies and agreements, and/or other state or local laws; and

C. The proposed amendment will not adversely impact the city's ability to provide sewer and water, and will not adversely affect transportation facilities and other public facilities and services such as parks, police, fire, emergency medical services and governmental services; and

D. The proposed amendment advances the public interest; and

E. For text amendments which propose to increase density or intensity of permitted development and all land use map amendments, the following approval criteria also apply:

1. Adequate infrastructure, facilities and services are available to serve the proposed or potential development expected as a result of this amendment, according to one of the following provisions:

a. The city has adequate funds for needed infrastructure, facilities and services to support new development associated with the proposed amendments; or

b. The city's projected revenues are sufficient to fund needed infrastructure, facilities and services, and such infrastructure, facilities and services are included in the schedule of capital improvements in the city's capital facilities plan; or

c. Needed infrastructure, facilities and services will be funded by the developer under the terms of a development agreement associated with the comprehensive plan amendment; or

d. Adequate infrastructure, facilities and services are currently in place to serve expected development as a result of this comprehensive plan amendment based upon an assessment of land use assumptions; or

e. Land use assumptions have been reassessed, and required amendments to other sections of the comprehensive plan are being processed in conjunction with this amendment in order to ensure that adopted level of service standards will be met; and

2. For a land use map amendment, the subject parcels being redesignated are physically suitable for the allowed land uses in the designation being requested, including compatibility with existing and planned surrounding land uses; and

3. The proposed amendment will not create a demand to change land use designations of other properties, unless the change in land use designation for other properties is in the long-term interest of the community in general.

19.09.180 Adoption and rejection.

The city council's decision to adopt or reject the proposed comprehensive plan amendments that are approved shall be adopted by ordinance. All comprehensive plan amendments that are rejected shall be addressed in a resolution.

19.09.190 Transmittals to the state.

The planning department will transmit a copy of any proposed amendments and adopted ordinances to the Washington State Department of Community, Trade, and Economic Development (CTED) Commerce (COM) pursuant to the requirements of RCW 36.70A.106.

19.09.200 Appeals.

Appeals shall be filed with the Growth Management Hearings Board in accordance with the provisions of Chapter 36.70A RCW.

19.09.210 Applications for amendments located within the urban growth area and outside of the city limits.

As a courtesy recommendation only, the city council will consider applications for amendment of the Pierce County comprehensive plan

land use map for those parcels located within the urban growth area, but outside of the city limits. Actions of the city council will be forwarded to the Pierce County ~~commissioners~~ Council. The city council's recommendation on any amendments to the Pierce County comprehensive plan map is a recommendation only, and is not a final decision. It is therefore not appealable, either administratively or judicially.

19.09.220 Map and text revisions.

If ~~land use map and text~~ amendments are adopted, the city council shall order that the comprehensive plan ~~land use map~~ be amended to reflect the new amendments.

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 3. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this ___ day of _____, 2009.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:

PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:



Subject: Update of Fee Schedule

Proposed Council Action: Pass resolution amending fees for land use applications and permits

Dept. Origin: Planning

Prepared by: Tom Dolan Planning Director

Handwritten signature of Tom Dolan

For Agenda of: September 28, 2009

Exhibits: Resolution

Initial & Date

Concurred by Mayor:

Handwritten initials CLH

Approved by City Administrator:

Handwritten initials CDK

Approved as to form by City Atty:

Handwritten note: email 9/21

Approved by Finance Director:

Handwritten initials CDK and date 9/22/09

Approved by Department Head:

Handwritten initials TD and date 9/22/09

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and a final 0. Values are 0, 0, 0, 0.

INFORMATION / BACKGROUND

This resolution is a mid-year update to the master fee schedule; it was last updated in December 2008. On August 10, 2009, the Council passed ORD 1170 which amended the process for review of development agreements...

In reviewing fees for that update, the planning staff identified a number of land use permit fees which were not commensurate with work done. We also found that we were processing some permits without charging a fee.

Rather than making two updates to the planning fees this year, one for the development agreements, and one at the end of the year for these other changes, the department felt it was appropriate to combine efforts and propose only one fee schedule update.

FISCAL CONSIDERATION

Based on historical permit activity, the planning department estimates that these amendments could increase planning permit fee revenue by \$20,000 per year.

BOARD OR COMMITTEE RECOMMENDATION

None

RECOMMENDATION / MOTION

Move to: Pass resolution amending fees for land use applications and permits

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON, WHICH ESTABLISHES FEES FOR COMMUNITY DEVELOPMENT LAND USE APPLICATIONS AND PERMITS; BUILDING PERMIT FEES; AND ENGINEERING FEES; REPEALING RESOLUTION NO. 777 AND ALL PREVIOUS RESOLUTIONS ESTABLISHING FEES FOR THE SAME PURPOSES.

WHEREAS, the City of Gig Harbor has established land use, engineering and other community development fees by Resolution; and,

WHEREAS, the Gig Harbor City Council has requested that the departments in Community Development evaluate fees on an annual basis and, as necessary, propose adjustments to the fee schedule; and,

WHEREAS, the last update was in December 2008 in Resolution No. 777; and,

WHEREAS, the Planning Department has identified a number of land use permit fees which are not commensurate with work done and has identified some land use permits for which no fee has been charged and the processing of such requires staff time ; and

WHEREAS, the revised fee schedule reflects the City's increased costs relating to the processing of applications, inspecting and reviewing plans, or preparing detailed statements pursuant to chapter 43.21C RCW; and,

WHEREAS, the proposed fee schedule adjustments are deemed necessary to maintain fair and equitable application fees.

NOW, THEREFORE, THE GIG HARBOR CITY COUNCIL HEREBY AMENDS THE COMMUNITY DEVELOPMENT FEES FOR 2009 AND ESTABLISHES THE FEE SCHEDULE AS PER THE ATTACHED EXHIBIT "A".

APPROVED:

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

Filed with City Clerk: _____
Passed by City Council: _____
Resolution No. _____

**CITY OF GIG HARBOR
COMMUNITY DEVELOPMENT
FEE SCHEDULE**

A. LAND USE PERMIT APPLICATION FEES

When a development proposal involves two or more permits listed in 3 through 15 below being processed concurrently, the highest cost land use permit shall be charged the full fee and all other land use permits charged 50% of the applicable fee. Specified engineering fees, third party review fees and the fees listed in 16 through 25 ~~24~~ below are not subject to the 50% reduction. The fees below are paid at submittal of applications; see section F for fees incurred during the review process.

1) Amendment to Comprehensive Plan		
Map Amendment	\$ 3,253.95	<u>\$ 3,250.00</u>
Urban Growth Area Adjustment	\$ 1,084.65	<u>\$ 3,250.00</u>
Text Amendment	\$ 1,084.65	<u>\$ 3,250.00</u>
2) Amendments to Zoning Code		
Zoning District Boundary	\$ 3,253.95	<u>\$ 3,250.00</u>
Text	\$ 1,084.65	<u>\$ 3,250.00</u>
Height Restriction Area Amendment	\$ 1,084.65	<u>\$ 3,250.00</u>
3) Conditional Use Permit		
Single-family / Accessory Dwelling Unit	\$ 542.33	<u>\$ 550.00</u>
Existing Nonresidential / Multiple-family Dev.	\$ 1,084.65	<u>\$ 1,100.00</u>
New Nonresidential / Multiple-family Dev.	\$ 3,253.95	<u>\$ 3,250.00</u>
4) Variance/<u>Interpretation</u>		
Single Family	\$ 542.33	<u>\$ 550.00</u>
Non-Single Family	\$ 1,084.65	<u>\$ 1,100.00</u>
Administrative Variance	\$ 271.16	<u>\$ 275.00</u>
Interpretation	\$ 542.33	<u>\$ 550.00</u>
5) Site Plan Review		
Site Plan Review – <u>Planning</u>	\$ 3,253.95	<u>\$ 3,250.00</u>
Site Plan Review – <u>Engineering</u>	\$ 1,572.74	<u>\$ 1,575.00</u>
Major Site Plan Amendment – <u>Planning</u>	\$ 3,253.95	<u>\$ 3,250.00</u>
Major Site Plan Amendment – <u>Engineering</u>	\$ 1,084.65	<u>\$ 1,100.00</u>
Minor Site Plan Amendment – <u>Planning</u>	\$ 542.33	<u>\$ 550.00</u>
Minor Site Plan Amendment – <u>Engineering</u>	\$ 433.86	<u>\$ 450.00</u>
Modification to approved landscape/parking plans	\$ 433.86	<u>\$ 450.00</u>
Alternative Landscape Plan	\$ 542.33	<u>\$ 550.00</u>
6) Planned Residential District (PRD) (Exclusive of Subdivision fees)		
Preliminary PRD	\$ 3,253.95	<u>\$ 3,250.00</u>
Final PRD	\$ 1,084.65	<u>\$ 1,100.00</u>
Major PRD Amendment	\$ 1,084.65	<u>\$ 1,100.00</u>
Minor PRD Amendment	\$ 542.33	<u>\$ 550.00</u>

7) Planned Unit Development (PUD)**New Business - 1**

(Exclusive of subdivision fees)

Preliminary PUD	\$ 3,253.95	<u>\$ 3,250.00</u>
Final PUD	\$ 1,084.65	<u>\$ 1,100.00</u>
Major PUD Amendment	\$ 1,084.65	<u>\$ 1,100.00</u>
Minor PUD Amendment	\$ 542.33	<u>\$ 550.00</u>

8) Performance Based Height Exception~~\$ 1,084.65~~ \$ 1,100.00**9) Transfer of Density Credit Request**~~\$ 542.33~~ \$ 550.00**10) Subdivisions**

Preliminary Plat – <u>Planning</u>	\$ 3,253.95 + 54.23/lot	<u>\$3,250.00 + \$ 55.00/lot</u>
Preliminary Plat - Engineering	\$ 2,060.84	<u>\$ 2,075.00</u>
Final Plat – <u>Planning</u>	\$ 1,084.65 + 54.23/lot	<u>\$1,100.00 + \$ 55.00/per lot</u>
Final Plat - Engineering	\$ 1,626.98	<u>\$ 1,625.00</u>
Replats	\$ 3,253.95 + 54.23/lot	<u>\$3,250.00 + \$ 55.00/lot</u>
Plat Alterations/Vacation/Amendments	\$ 1,084.65	<u>\$ 1,100.00</u>

11) Short Subdivisions

Summary Action – <u>Planning</u>	\$ 1,626.98	<u>\$ 1,650.00</u>
Summary Action - Engineering	\$ 542.33	<u>\$ 550.00</u>
Plat Amendment	\$ 542.33	<u>\$ 550.00</u>
Boundary Line Adjustment – <u>Planning</u>	\$ 542.33	<u>\$ 550.00</u>
Boundary Line Adjustment - Engineering	\$ 108.47	<u>\$ 125.00</u>

12) Binding Site Plans

Binding Site Plan – <u>Planning</u>	\$ 1,626.98	<u>\$ 1,625.00</u>
Binding Site Plan - Engineering	\$ 1,572.74	<u>\$ 1,575.00</u>
Amendments/Modifications/Vacations	\$ 542.33	<u>\$ 550.00</u>

13) Shoreline Management Permits

Substantial Development (based upon actual costs or fair market value, whichever is higher)

< \$10,000	\$ 1,084.65	<u>\$ 1,100.00</u>
> \$10,000 < \$100,000	\$ 2,169.30	<u>\$ 2,175.00</u>
> \$100,000 < \$500,000	\$ 3,253.95	<u>\$ 3,250.00</u>
> \$500,000 < \$1,000,000	\$ 5,423.25	<u>\$ 5,425.00</u>
> \$1,000,000	\$ 8,134.88	<u>\$ 8,150.00</u>
Variance (w/o SDP)	\$ 1,084.65	<u>\$ 3,250.00</u>
Variance with SDP	\$ 542.33	
Conditional Use (w/o SDP)	\$ 3,253.95	<u>\$ 3,250.00</u>
Conditional Use with SDP	\$ 1,626.98	
Revision	\$ 542.33	<u>\$ 1,100.00</u>
Request for Exemption	\$ 108.47	<u>\$ 550.00</u>

14) Communications Facilities Application Review

General Application Review	\$ 542.33	<u>\$ 550.00</u>
Special Exception	\$ 542.33	<u>\$ 550.00</u>

Conditional Use

~~\$ 3,253.95~~ \$ 3,250.00 **New Business - 1**

15) Wetlands/Critical Areas Analysis

a) City staff review:

Steep Slopes/Erosion Hazard/Landslide Hazard	\$ 542.33 <u>\$ 550.00</u>
Critical Habitat/Streams	\$ 542.33 <u>\$ 550.00</u>
Aquifer Recharge Hydrogeologic Report	\$ 542.33 <u>\$ 550.00</u>
Wetlands Critical Areas Preliminary Site Investigation	\$ 542.33 <u>\$ 550.00</u>
Wetlands Critical Areas Report/Mitigation Review	\$ 542.33 <u>\$ 550.00</u>
Reasonable Use Permit	\$ 1,626.98 <u>\$1,625.00</u>
<u>Variance</u>	<u>\$1,625.00</u>
Flood Plain Development Permit	\$ 542.33 <u>\$ 550.00</u>

b) Third Party review:

Critical areas analysis report	Actual Cost
Critical areas mitigation/monitoring report	Actual Cost

16) Design Review

a) Administrative Approval/DRB Recommendation/Exceptions:

Nonresidential and Multifamily

Up to 10,000 sq. ft. nonresidential gross floor area (NRFA-GFA)	\$ 81.35 <u>\$80.00</u> /each 1,000 sq. ft.
10,001-20,000 sq. ft. NRFA-GFA	\$108.47 <u>\$110.00</u> /each 1,000 sq. ft.
>20,000 sq. ft. NRFA-GFA	\$135.59 <u>\$140.00</u> /each 1,000 sq. ft.
<u>Multifamily (3 or more attached dwelling units)</u>	<u>\$ 216.93 per building plus</u>
	<u>\$ 26.91/dwelling unit</u>
Subdivision	\$ 542.33 <u>\$ 550.00</u>
Site plan without NRFA-GFA	\$ 542.33 <u>\$ 550.00</u>
Single-family/duplex dwelling	\$ 81.35 <u>\$150.00</u>

b) Administrative Review of Alternative Designs:

Single-family/duplex dwelling	\$ 271.16 <u>\$275.00 for first 2</u>
<u>alternatives requested + \$140.00 for each additional.</u>	
Tenant Improvement	\$ 271.16 <u>\$550.00 for first 2</u>
<u>alternatives requested + \$275.00 for each additional.</u>	

c) Amendments to approved plans:

Minor Adjustment to Hearing Examiner Decisions	\$ 542.33 <u>\$ 550.00</u>
All other amendments to approved plans	50% of fees required by 16a above

17) Sign Permits

All signs less than 25 sq. ft.	\$ 43.39 <u>\$ 45.00</u>
Change of Sign, all sizes	\$ 43.39 <u>\$ 45.00</u>
Request for Variance	\$ 542.33 <u>\$ 550.00</u>
Projecting	\$ 75.93 <u>\$75.00</u>
Wall Sign, non-illuminated:	
25-50 sq. ft.	\$ 75.93 <u>\$75.00</u>
51-99 sq. ft.	\$ 97.62 <u>\$100.00</u>
>100 sq. ft.	\$ 119.31 <u>\$120.00</u>
Wall Sign, illuminated:	
25-50 sq. ft.	\$ 86.77 <u>\$90.00</u>
51-99 sq. ft.	\$ 108.47 <u>\$110.00</u>

>100 sq. ft.	\$ 130.16	\$130.00	New Business - 1
Ground Sign, non-illuminated:			
25-50 sq. ft.	\$ 108.47	<u>\$110.00</u>	
51-100 sq. ft.	\$ 130.16	<u>\$130.00</u>	
Ground Sign, illuminated:			
25-50 sq. ft.	\$ 130.16	<u>\$130.00</u>	
51 -100 sq. ft.	\$ 151.85	<u>\$155.00</u>	
Master Sign Plan Review (per Building)			
1 - 5 Tenants	\$ 108.47	<u>\$110.00</u>	
6 - 12 Tenants	\$ 162.70	<u>\$165.00</u>	
13+ Tenants	\$ 216.93	<u>\$220.00</u>	

18) Development Agreements

- a) Development Agreements \$ 542.33
- b) Development Agreements which include \$ 1,100.00+ City Attorney fees
deviations from development standards other \$ 5,000.00+ City Attorney fees
than extending the approval duration or phasing of projects

19) Special Use Permit

\$ 54.23 \$55.00

20) Temporary Use Permit

\$ 54.23 \$55.00

21) Land Clearing Permit

~~\$ 271.16~~ \$ 275.00

22) Nonconforming Use and Structure Review

- a) Nonconforming use review \$ 548.52 \$550.00
- b) Changes from one nonconforming use to another ~~\$ 1,097.05~~ \$1,100.00
- c) Nonconforming structure review ~~\$ 548.52~~ \$550.00

23) Historic Preservation

Local Register Nomination/Removal	\$ 108.47	<u>\$110.00</u>
Certificate of Appropriateness/Waiver	\$ 108.47	<u>\$110.00</u>
Special Property Tax Valuation	\$ 108.47	<u>\$110.00</u>

24) Appeals/Reconsideration

To the Hearing Examiner:		
Reconsideration	\$ 162.70	<u>\$165.00</u>
Administrative Variance	\$ 271.16	<u>\$ 275.00</u>
Administrative Decision	\$ 271.16	<u>\$ 275.00</u>
To the Building Code Advisory Board:	\$ 542.33	<u>\$ 550.00</u>

~~**25) Hearing Examiner Fees**~~

Actual Cost

B. ENVIRONMENTAL REVIEW (SEPA)

1) Checklist

\$ 325.40 \$325.00

2) Environmental Impact Statement

Prepared by Staff	Actual Cost
Prepared by Consultant	Actual Cost

3) Appeals of Decisions

Administrator's Final Determination (DNS or EIS)	\$ 271.16 <u>\$275.00</u>
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C. ANNEXATION PETITION

Less than 10 acres	\$ 433.86 <u>\$600.00</u>
10 - 50 acres	\$ 1,304.58 <u>\$1,500.00</u>
50 - 100 acres	\$ 2,169.30 <u>\$2,500.00</u>
100 + acres	\$ 3,796.28 <u>\$4,500.00</u>

D. REQUESTS FOR INFORMATION

- 1) Land-use information, verbal No Charge
- 2) Land-use information, written response requested related to active permit No Charge
- ~~3) Land-use information, written response requested, file search required Cost of Copying Requested Documents~~

E. STAFF PREAPPLICATION REVIEW

~~\$ 325.39~~ \$325.00(includes a written summary of the meeting)

F. ADVERTISING INVOICED FEES AND DEPOSITS:

- 1) **Additional Submittal Review Fees:** The costs above in section A include the review of the initial application and two revisions (three submittals total) plus the preparation of staff reports and administrative decisions. If a project requires staff review of more than three submittals, the applicant will be charged a rate of \$100.00 per hour (minimum of eight hours) for the time the project planner spends reviewing each submittal thereafter.
- 2) **Advertising Fees:** For those applications which require a public notice notice of public hearing to be published in a newspaper of general circulation, the applicant shall bear the costs of all advertising.
- 3) **Recording Fees:** For those applications which require recording of the final document, the applicant shall bear the costs of all recording.
- 4) **Hearing Examiner Fees:** For those applications which require a public hearing, the applicant shall bear the all the costs of the hearing examiner for the public hearing.
- 5) **Attorney Fees:** For those applications for a development agreement, the applicant shall bear the all the costs of the city attorney for review of the development agreement.
- 6) **Critical Area Review Deposit:** For those applications which require third-party consultant review of critical area reports, delineations and mitigation, the applicant shall bear the all the costs of the third-party consultant review. The applicant will be required to submit a deposit for the anticipated review prior to the consultant starting review of the project.

G. COPY SERVICES/ADDRESS LABELS

1) Zoning Map/Comprehensive Plan	
Land Use Map (24" x 36")	\$ 6.78 <u>\$6.80</u>
2) Zoning Code	\$ 41.21 <u>\$49.00</u>

3) Comprehensive Plan	\$ 39.05 \$31.00 New Business - 1
4) Shoreline Master Program	\$ 12.20 <u>\$15.00</u>
5) Critical Areas Map (24"x 36")	\$ 6.78 <u>\$6.80</u>
6) Visually Sensitive Area (24"x 36")	\$ 6.78 <u>\$6.80</u>
7) Design Manual	\$ 12.57 <u>\$22.00</u>
8) Full Size Bond Reproduction (By Outside Service)	\$ 0.65 per SF
9) Full Size Bond Reproduction (In House)	\$ 6.78 <u>\$6.80</u>
10) 8-1/2" x 11" & 11" x 17" Copies	\$ 0.17
11) 8-1/2" x 11" & 11" x 17" Color Copies	\$ 0.27
12) Address labels of property owners within 300 feet of project included in permit fees	

H. FEE WAIVERS AND REQUIREMENTS

Application fees may be reimbursed at the following rate (percent of total fee):

Request to withdraw application prior to any public notice issued	100%
Request to withdraw application after any public notice issued.	85%
Request to withdraw application after substantial review of project (1 st comprehensive review letter on project)	50%
Request to withdraw application after issuance of staff report or SEPA threshold determination	35%
Request to withdraw application following a public hearing or issuance of administrative decision	0%

Traffic report preparation fees, if addressed in a Hearing Examiner appeal, may be reimbursed to the extent directed by the Examiner in the Examiner's final decision.

I. REVIEW OF PROJECTS IN UGA OUTSIDE CITY LIMITS WHERE CITY SEWER AND/OR WATER IS REQUESTED

The fee for city staff review of applications which have submitted a request to the City Council for utility extension services is 50% of the comparable land use permit fee as set forth in section A.

I. <u>UTILITY EXTENSION REQUEST</u>	\$ 542.33 <u>\$ 550.00</u>
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J. ENGINEERING FEES***New Business - 1*****Traffic Report Preparation**

PM Peak Hour Trips	Base Fee	Fee for Additional
2-10	\$ 1,355.81	\$ 0.00
Over 10	\$ 1,355.81	Plus \$10.50 per trip over 10

Engineering Permit Fees:

Public Works Variance	\$ 1,301.58
Building Review-Single Family Residence (SFR)	\$ 86.77
Right of way (Residential)	\$ 108.47
Right of way (Commercial)	\$ 162.70
Right of way (Temporary)	\$ 27.12
Water CRC (Non-SFR)	\$ 86.77
Sewer CRC (Non-SFR)	\$ 86.77
Transportation CRC (Non-SFR)	\$ 86.77
Comprehensive Plan Change (Utility Element)	\$ 1,301.58 (plus consultant fees)

Utility System Consistency Review	\$ 1,301.58 (plus consultant fees)
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Engineering Plan Review Fees:

Water: linear feet	\$ 162.70 for 1st 150 linear feet (lf) + \$0.30/lf
Sewer: linear feet	\$ 162.70 for 1st 150 linear feet (lf) + \$0.30/lf
Street or street w/curb, gutter and sidewalk	\$ 162.70 for 1st 150 linear feet (lf) + \$0.40/lf
Curb, gutter and sidewalk only	\$ 162.70 for 1st 150 linear feet (lf) + \$0.40/lf
Storm: Number of catch basins	\$ 119.31 for 1st + \$16.28 for each additional
Storm: Retention and detention facilities	\$ 162.70 for each facility
Lighting (per luminaire)	\$ 130.16 plus \$10.85 per luminaire
Signals	\$ 542.33 per intersection
Right-of-way access	\$ 43.39 for each Access
Resubmittal (3rd submittal)	\$ 86.77 per hour (8 hour minimum)

Engineering Construction Inspection Fees:

Water: linear feet	\$ 292.86 for 1st 150 linear feet (lf) + \$1.63/lf
Sewer: linear feet	\$ 292.86 for 1st 150 linear feet (lf) + \$1.63/lf
Sewer: residential step system	\$ 206.08 for each residence
Street	\$ 292.86 for 1st 150 linear feet (lf) + \$1.20/lf
Curb, gutter and sidewalk only	\$ 292.86 for 1st 150 linear feet (lf) + \$1.20/lf
Storm	\$ 141.00 per retention area + \$0.60/lf pipe
Lighting (per luminaire)	\$ 141.00 + \$16.48 per luminaire
Signals	\$ 1,117.19 per intersection
Right-of-Way Access - Overhead	\$ 314.55 for 1st 150 linear feet (lf) + \$0.08/lf
Right-of-Way Access – Underground	\$ 314.55 for 1st 150 linear feet (lf) + \$0.17/lf
Grease interceptor permit	\$ 346.50

K. BUILDING PERMIT FEES

New Business - 1

**Table 1-1
Building Permit Fees**

Total Valuation	Fee
\$1.00 to \$500.00	\$33.08
\$501.00 to \$2,000.00	\$33.08 for the first \$500.00 plus \$4.88 for each additional \$100.00 or fraction thereof to and including \$2,000.00
\$2,001 to \$25,000	\$95.45 for the first \$2,000.00 plus \$20.07 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$534.72 for the first \$25,000.00 plus \$14.09 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$879.65 for the first \$50,000.00 plus \$10.85 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,357.99 for the first \$100,000.00 plus \$8.68 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$4,419.94 for the first \$500,000.00 plus \$7.05 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$7,665.22 for the first \$1,000,000.00 plus \$4.87 for each additional \$1,000.00 or fraction thereof
Demolition Permit	\$118.22
Building Permit Plan Review Fees	
Building permit plan review fees	The fee for review of building plans will equal 65% of the permit fee in addition to the permit fee.
Base Plan Fees	
Base Plan Application Filing Fee.	\$ \$54.23
New Base Plan Review Fee.	150% of plan review fee calculated under T. 1-1 for new construction.
Establish base plan from plan previously approved by the City.	100% of plan review fee calculated under T 1-1 for new construction.
Subsequent plan review fee for use of established base plan.	70% of the plan review fee calculated under T 1-1 for new construction.

Grading Plan Review Fees	
100 Cu. Yds. or less	\$ 32.97
101 to 1000 Cu Yds.	\$ 50.98
1,001 to 10,000 Cu. Yds.	\$ 68.32
10,001 to 100,000 Cu. Yds.	\$68.32 for the first 10,000 plus \$34.16 each additional 10,000 or fraction thereof.
100,001 to 200,000 Cu. Yds.	\$368.78 for the first 100K plus \$18.97 for each additional 10,000 or fraction thereof.
200,001 Cu. Yds. or more	\$549.92 for the first 200,000 plus \$10.85 for each additional 10,000 or fraction thereof.
Grading Permit Fees	
100 Cu. Yds. or less	\$50.98
101 to 1000 Cu. Yds.	\$50.98 for the first 100 Cu. Yds. plus \$24.95 for each additional 100 Cu. Yds or fraction thereof.
1,001 to 10,000 Cu. Yds.	\$266.28 for the first 1,000 Cu. Yds. plus \$20.07 for each additional 1,000 Cu. Yds. or fraction thereof.
10,001 to 100,000 Cu. Yds.	\$444.16 for the first 10,000 Cu. Yds. plus \$91.11 for each additional 10,000 Cu. Yds. or fraction thereof.
100,001 Cu. Yds or more	\$1,257.10 for the first 100,000 Cu. Yds. plus \$50.98 for each additional 10,000 Cu. Yds. or fraction thereof.

Table 1-2
Square Foot Construction Costs^{a,b,c}

New Business - 1

Group (2006 IBC/IRC)		Type of Construction								
		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1	Assembly, theaters, with stage	189.23	183.14	178.89	171.53	159.52	158.67	166.11	147.80	142.49
	Theaters, without stage	174.54	168.46	164.20	156.86	144.83	144.00	151.44	133.11	127.80
A2	Assembly, nightclubs	142.74	138.74	135.26	130.18	121.78	120.30	125.43	110.92	107.25
	Restaurants, bars, banq. halls	141.59	137.59	132.97	129.05	119.50	119.15	124.29	108.64	106.11
A-3	Assembly, churches	175.26	169.18	164.91	157.56	145.52	144.68	152.16	133.81	128.50
	General, comm., halls, libraries museums	145.11	139.03	133.62	127.41	114.22	115.36	122.01	102.51	98.33
A-4	Assembly, arenas	141.59	137.59	132.50	129.05	119.50	119.15	124.29	108.64	106.11
B	Business	145.76	140.48	136.01	129.64	116.00	115.37	124.70	103.60	99.69
E	Educational	153.06	147.89	143.66	137.30	126.65	123.66	132.76	113.16	108.93
F-1	Factory/Industrial, mod. Hazard	88.39	84.34	79.30	76.89	66.44	67.58	73.76	56.66	53.83
F-2	Factory/Industrial, low hazard	87.26	83.19	79.30	75.76	66.44	66.44	72.62	56.66	52.69
H-1	High hazard, explosives	83.02	78.96	75.06	71.53	62.38	62.38	68.05	52.61	N.P.
H-2-4	High hazard	83.02	78.96	75.06	71.53	62.38	62.03	68.39	52.61	48.63
H-5	HPM	145.76	140.48	136.01	129.64	116.00	115.37	124.70	103.60	99.69
I-1	Institutional, supervised	143.92	138.99	135.25	129.76	119.05	139.99	125.83	109.42	105.08
I-2	Institutional, incapacitated	242.62	237.35	232.88	226.52	212.47	N.P.	221.57	200.06	N.P.
I-3	Institutional, restrained	165.57	160.29	155.83	149.47	137.22	135.44	144.51	124.81	118.62
I-4	Institutional, day care	143.92	138.99	135.25	129.76	119.05	118.99	125.83	109.42	105.08
M	Mercantile	106.37	102.36	97.73	93.80	84.82	84.47	89.04	73.95	71.43
R-1	Residential, hotels	145.37	140.43	136.69	131.21	120.56	120.50	127.33	110.92	106.61

								New Business - 1		
R-2	Residential, multi-family	145.36	139.42	134.95	128.36	115.80	115.71	123.92	104.23	99.04
R-3	Residential, 1/2 family	138.06	134.24	130.94	127.33	121.30	121.01	125.20	115.49	107.21
R-4	Residential, care/asst. living	143.92	138.99	135.25	129.76	119.05	118.99	125.83	109.42	105.08
S-1	Storage, moderate hazard	81.88	77.82	72.78	70.38	60.10	61.24	67.25	50.33	47.49
S-2	Storage, low hazard	80.73	76.68	72.78	69.25	60.10	60.10	66.11	50.33	46.35
U	Utility, miscellaneous	62.53	59.12	55.61	52.83	45.82	45.82	49.86	37.67	35.87

- a. Private garages use utility, miscellaneous
b. Unfinished basements (all use group) = \$15.00 per sq. ft.
c. N.P. = not permitted

**Table 1-3
Plumbing Permit Fees**

Permit Issuance

- | | |
|---|---------|
| 1. For issuing each permit | \$27.12 |
| 2. For issuing each supplemental permit | \$14.10 |

Unit Fee Schedule (in addition to items 1 and 2 above)

- | | |
|---|---------|
| 1. For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and backflow protection therefor) | \$9.77 |
| 2. For each building sewer and each trailer park sewer | \$20.07 |
| 3. Rainwater Systems - per drain (inside building) | \$9.77 |
| 4. For each cesspool (where permitted) | \$34.16 |
| 5. For each private sewage disposal system | \$54.23 |
| 6. For each water heater and/or vent | \$9.77 |
| 7. For each gas-piping system of one to five outlets | \$7.06 |
| 8. For each additional gas-piping system outlet (per outlet) | \$2.71 |
| 9. For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps | \$20.61 |
| 10. For each installation, alteration, or repair of water piping and/or water treating equipment, each | \$9.77 |
| 11. For each repair or alteration of drainage or vent piping, each fixture | \$9.77 |
| 12. For each lawn sprinkler system on any one meter including backflow protection devices therefore | \$9.77 |
| 13. For atmospheric-type vacuum breakers not included in item 12: | |
| 1 to 5 | \$7.06 |
| over 5, each | \$1.58 |
| 14. For each backflow protective device other than atmospheric-type vacuum breakers: | |
| 2 inch (51 mm) diameter and smaller | \$9.77 |
| over 2 inch (51 mm) diameter | \$20.07 |

15. For each gray water system	\$54.20	New Business - 1
16. For initial installation and testing for a reclaimed water system (excluding initial test)	\$41.21	
17. For each annual cross-connection testing of a reclaimed water system (excluding initial test)	\$41.21	
18. For each medical gas piping system serving one to five inlet(s)/outlet(s) for a specific gas	\$68.33	
19. For each additional medical gas inlet(s)/outlet(s)	\$7.06	

Plan Review Fee

A plan review fee equal to 65% of the permit fee shall be charged in addition to the permit fee for all plumbing permits. **Exception:** No plan review fee will be charged for plumbing permits related to residential construction regulated under the International Residential Code.

**Table 1-4
Mechanical and Fuel Gas Permit Fees**

Permit Issuance

1. For issuing each permit \$33.08

Unit Fee Schedule (in addition to issuance fee above)

2. HVAC units up to and including 100,000 Btu	\$21.15
3. HVAC units over 100,000 Btu	\$26.03
4. Each appliance vent or diffuser without appliance	\$10.85
5. Repair of each appliance & refrigeration unit	\$18.98
6. Each boiler / compressor 100,000 Btu or 3 hp	\$21.15
Each over 100K to 500K Btu or over 3 hp to 15 hp	\$37.96
Each over 500K to 1,000K Btu or over 15 hp to 30 hp	\$52.06
Each over 1,000K to 1,750K Btu or over 30 hp to 50 hp	\$76.47
Each over 1,750K or over 50 hp	\$127.45
7. Each air handler up to 10,000 cfm	\$15.74
8. Each air handler over 10,000 cfm	\$26.03
9. Each VAV box	\$15.74
10. Each evaporative cooler other than portable type	\$15.74
11. Each ventilation fan connected to a single duct	\$10.85
12. Each ventilation system not part of a system under permit	\$15.18
13. Each hood served by mech. exhaust system including the ductwork	\$15.18
14. Each piece of equipment regulated by the mechanical code but not listed in this table (fireplace inserts)	\$15.18
15. Each fuel gas piping system of one to five outlets	\$7.05
16. Each additional fuel gas outlet	\$2.71

Plan Review Fee

A plan review fee equal to 65% of the permit fee shall be charged in addition to the permit fee for all mechanical permits. **Exception:** No plan review fee will be charged for mechanical permits related to residential construction regulated under the International Residential Code.

**Table 1-5
Fire System Permit Fees**

Type of Fire Protection System	Fees (includes plan review, testing, and inspection)
Fire Alarm Systems	
New Com./Multi. Fam. (first 4 zones)	\$471.28 plus \$1.58 per device
Additional zones	\$59.12 ea. plus \$1.58 per device
Tenant Improvement	\$353.59 plus \$1.58 per device
Additional Zones	\$59.12 plus \$1.58 per device
Residential (1-2 fam. dwellings)	\$189.27 plus \$1.58 per device
Sprinkler supervision/notification only	\$200.66 plus \$1.58 per device
System upgrade	One half the above listed fees for new work.
Fire Sprinkler Systems	
NFPA 13, 13 R Systems	
1. Each new riser up to 99 heads	\$206.08 +3.15head
2. Each wet riser over 99 heads	\$577.04
3. Each dry riser over 99 heads	\$717.50
4. Each new deluge or pre-action system	\$717.50
5. Each new combination system	\$930.63
6. Sprinkler underground	\$148.60
7. Revision to existing system	\$65.08 +2.36/ head
8. High piled stock or rack system	
Add to riser fee	\$370.95
NFPA 13D systems	
1. Per dwelling unit fee	\$297.19
Standpipe Systems	
1. Each new Class 1 system	
Dry system	\$285.26
Wet system	\$408.91
2. Each new Class 2 system	\$494.60
3. Each new Class 3 system	\$494.60
Fire Pumps	\$897.54
Type I Hood Suppression Systems	
1. Pre-engineered	\$233.19
2. Custom engineered	\$408.91
Fixed Pipe Fire Suppression	
1. Pre-engineered	\$247.30
2. Custom engineered	\$568.89

**Table 1-6
Additional Services**

1.	Inspections outside of normal business hours	\$65.08 per hour ¹
2.	Reinspection fee	\$65.08 per hour
	Reinspection fees double accumulatively when work requiring reinspection is not corrected prior to request for reinspection. (2 nd reinspection = \$130.16; 3 rd reinspection = \$260.32 etc.)	
3.	Inspections for which no fee is specifically indicated	\$65.08 per hour
4.	Fire Code Operational Permit Inspection	\$65.08 per hour
5.	Additional plan review required by changes, additions or revisions to approved plans (per hour - minimum charge one-half hour)	\$65.08 per hour
6.	Temporary Certificate of Occupancy	\$235.91
7.	Certificate of Occupancy for change in use	\$65.08
8.	Adult Family Home licensing inspection	\$65.08
9.	Investigation fee for work without a permit	100% of the permit fee in addition to the permit fee.
10.	Expedited plan review by third party contract	Actual Cost but not less than 65% of the permit fee.

¹ A two hour minimum fee will be charged for all additional services involving employee overtime.

**Table 1-7
Fire Code Operational and Construction Permit Fees**

Operation	Fee
Aerosol Products	\$65.08
Amusement Buildings	\$65.08
Aviation Facilities	\$129.61
Carnivals and fairs	\$65.08
Battery systems	\$129.61
Cellulose nitrate film	\$65.08
Combustible dust producing operations	\$65.08
Combustible fibers	\$65.08
Exception: Permit not required for agricultural storage	
Compressed gases	\$65.08
Exception: Vehicles using CG as a fuel for propulsion	
See IFC T. 105.6.9 for permit amounts	
Covered mall buildings - Required for:	\$65.08
placement of retail fixtures and displays, concession equipment,	
displays of highly combustible goods and similar items in the mall;	
display of liquid or gas fired equipment in the mall;	
use of open flame or flame producing equipment in the mall.	
Cryogenic fluids	\$65.08
Exception: Vehicles using cryogenic fluids as a fuel for propulsion	
or for refrigerating the lading.	
See IFC T. 105.6.11 for permit amounts	
Dry cleaning plants	\$65.08
Exhibits and trade shows	\$65.08
Explosives	\$129.61
Fire hydrants and valves	\$65.08
Exception: Authorized employees of the water company	
or fire department.	
Flammable and combustible liquids	\$129.61
In accordance with IFC 105.6.17	
Floor finishing	\$65.08
In excess of 350 sq. ft. using Class I or Class II liquids	
Fruit and crop ripening	\$65.08
Using ethylene gas	
Fumigation and thermal insecticidal fogging	\$65.08
Hazardous materials	\$65.08
See IFC T. 105.6.21 for permit amounts	
HPM facilities	\$129.61
High piled storage	\$129.61
In excess of 500 sq. ft.	
Hot work operations	\$65.08
In accordance with IFC 105.6.24	
Industrial ovens	\$65.08
Lumber yards and woodworking plants	\$65.08
Liquid or gas fueled vehicles or equipment	\$65.08
In assembly buildings	

**Table 1-7
Fire Code Operational and Construction Permit Fees - cont.**

LP Gas	\$129.61
Exception: 500 gal or less water capacity container serving group R-3 dwelling	
Magnesium working	\$65.08
Miscellaneous combustible storage	\$65.08
In accordance with IFC 105.6.30	
Open burning	\$65.08
Exception: Recreational fires	
Open flames and torches	\$65.08
Open flames and candles	\$65.08
Organic coatings	\$65.08
Places of assembly	\$65.08
Private fire hydrants	\$65.08
Pyrotechnic special effects material	\$65.08
Pyroxylin plastics	\$65.08
Refrigeration equipment	\$65.08
Regulated under IFC Ch. 6	
Repair garages and motor fuel dispensing facilities	\$65.08
Rooftop heliports	\$125.48
Spraying or dipping	\$65.08
Using materials regulated under IFC Ch. 15	
Storage of scrap tires and tire byproducts	\$65.08
Temporary membrane structures, tents and canopies	\$65.08
Except as provided in IFC 105.6.44	
Tire re-building plants	\$65.08
Waste handling	\$65.08
Wood products	\$65.08
 Required Construction Permits	
Automatic fire extinguishing systems	Ref. Table 1-5
Compressed gases except as provided under IFC 105.7.2	Ref. Table 1-3
Fire alarm and detection systems and related equipment	Ref. Table 1-5
Fire pumps and related equipment	Ref. Table 1-5
Flammable and combustible liquids - in accordance with IFC 105.7.5	\$129.61
Hazardous materials	\$129.61
Industrial ovens regulated under IFC Ch. 21	\$129.61
LP Gas - installation or modification of LP gas system	Ref. Table 1-4
Private fire hydrants - installation or modification of private fire hydrants	Ref. Table 1-5
Spraying or dipping - installation or modification of a spray room, dip tank, or booth	\$129.61
Standpipe system	Ref. Table 1-4
Temporary membrane structures tents and canopies Except as provided under IFC 105.7.12	Included in Op. Permit Fee



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

Subject: 2030 Population Allocation

Proposed Council Action: Move to direct staff to recommend 10,500 residents as the 2030 population for the City of Gig Harbor

Dept. Origin: Planning

Prepared by: Jennifer Kester
Senior Planner

For Agenda of: September 28, 2009

Exhibits: Resolution

Initial & Date

Concurred by Mayor: CLH

Approved by City Administrator: RJK

Approved as to form by City Atty: _____

Approved by Finance Director: N/A

Approved by Department Head: TD 9/28/09

Expenditure		Amount	Appropriation	
Required	0	Budgeted	Required	0

INFORMATION / BACKGROUND

The Growth Management Coordinating Committee (GMCC) of the Pierce County Regional Council (PCRC) is in the process of allocating residential population for the cities and unincorporated areas of Pierce County for 2030. The 2004 Comprehensive Plan and existing development regulations were developed assuming that the city's population would be 11, 675 in 2022. The city needs to decide the appropriate 2030 population (based on 2008 boundaries) within a low to high population range. The GMCC recommended 2030 population allocations will be forwarded to the PCRC for final adoption. The 2011 GMA update of the city's comprehensive plan must incorporate the adopted 2030 residential allocation. The population figures currently under consideration range from 9,500 to 11,500 residents in 2030. The 2030 population allocation will affect land use, transportation and utility infrastructure policy and development regulations. The Planning Department believes there are three population options to plan for by 2030. These options include:

- Vision 2040 Regional Growth Strategy = 9,500
- Current population plus vested dwelling units = 10,500
- Current population, vested dwelling units and additional capacity = 11,500

Staff has identified the following issues and impacts for each potential population allocation:

9,500 - May be impossible to attain given vested dwelling units (2,150); assumes that 600 vested dwelling units will lose their vesting and expire; assumes no additional growth; would require significant down-zoning or re-zoning of residential properties; will yield reduced growth-based infrastructure needs; would require extensive planning and engineer staff time.

10,500 - Assumes city grows no more than current vested dwelling units; requires some down-zoning or re-zoning of residential properties to slow residential growth; some vested dwelling units will have to expire; could yield reduced growth-based infrastructure needs; would require significant planning and engineer staff time.

11,500 - Assumes city grows no more than 2005 buildable lands capacity; might require limited down-zoning of residential properties to slow growth; will not likely yield reduced growth-based infrastructure needs; would not require as much staff time as other options.

The population allocation ultimately selected is a policy matter that must be decided by the City Council. The planning staff is recommending 10,500 residents as the 2030 population allocation as the staff believes the land use changes necessary to reach this number are achievable and are consistent with the policies of the Growth Management Act, Vision 2040 and countywide planning policies. Densities can be reduced to the pre-2004 Comprehensive Plan level and the city should see some reduction in growth-based infrastructure needs. The staff is not recommending the 9,500 allocation because this allocation would require at least 600 vested lots to expire and no new dwelling units could vest. Staff is not confident that there is a zoning mechanism that could yield 9,500 residents sans a moratorium. The staff is not recommending the 11,500 allocation as this number is most distant from the Vision 2040 Regional Growth Strategy and assumes the current minimum density of 4 dwelling units per acre for all zones, which was not the original vision for Gig Harbor.

FISCAL CONSIDERATION

The lower the population allocation, the greater the staff time needed to develop the policies and implementing regulations to attain that allocation.

BOARD OR COMMITTEE RECOMMENDATION

None

RECOMMENDATION / MOTION

Move to: direct staff to recommend 10,500 residents as the 2030 population for the City of Gig Harbor