

Gig Harbor City Council Meeting

**January 25, 2010
5:30 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, January 25, 2010 – 5:30 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of January 11, 2010.
2. Receive and File: Application for the EPA Donkey Creek Grant.
3. Correspondence / Proclamations: a) Pierce County READS; b) Arts Day.
4. Liquor License Action: a) Renewals: El Pueblito; Albertson's; 7 Seas Brewing Co.; Olympic Drive Mart; and Blazing Onion.
5. Appointment of Planning Commission Member.
6. Resolution – Interlocal with AWC Risk Management Services.
7. Residential Rental Agreement – 9702 Crescent Valley Drive.
8. Resolution – Delegation of Authority for Utility Maintenance Agreements.
9. Askegard Settlement.
10. Conservation Easement Agreement – GH Peninsula Historical Society.
11. Approval of Payment of Bills for January 25, 2010: Checks #62710 through #62800 in the amount of \$734,863.19.

PRESENTATIONS:

1. Pierce County Reads – Kathleen Wolf, P.C Library.
2. Arts Day – Fran Zarubik, Volunteer, Arts Advocacy Day.

OLD BUSINESS:

1. Second Reading of Ordinance – Amending Planning Commission Member Terms.
2. Appointments to the Council Committees.

NEW BUSINESS:

1. Appointment to the Zoo Trek Authority Board.

STAFF REPORT:

1. Earthquake Exercise - After Action Report.
2. Fire Inspections.
3. Harborview / Pioneer Intersection.

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS: Narrows Bridge Tolls.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Jerisich Dock / Skansie Brothers Parks - Comprehensive Park Plan Workstudy: Mon. March 1st at 5:30 p.m.
2. Planning/Building Committee: Fri. Feb 1st at 5:15 p.m.
3. Operations Committee – Thu. Feb 18th at 3:00 p.m.

EXECUTIVE SESSION: For the purpose of discussing real property per RCW 42.30.110(1)(c).

ADJOURN:

DRAFT

MINUTES OF GIG HARBOR CITY COUNCIL MEETING - JANUARY 11, 2010

PRESENT: Councilmembers Ekberg, Young, Franich, Malich, Payne, Kadzik and Mayor Hunter. Councilmember Conan joined the meeting later.

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

SWEARING IN CEREMONIES:

1. Mayor Hunter. Judge Michael Dunn performed the ceremony for Chuck Hunter to serve another four-year term as Gig Harbor Mayor.

2. Councilmembers Steven Ekberg, Derek Young, Tim Payne, and Paul Kadzik. Mayor Hunter performed the ceremony to swear in the four City Councilmembers to serve another four year term.

3. Reserve Officer Adam Blodgett. Chief Mike Davis gave a brief introduction for Adam Blodgett who started as an Explorer Scout with the Gig Harbor Police Department. Mayor Hunter performed the ceremony to swear in Reserve Officer Blodgett.

MOMENT OF SILENCE: Mayor Hunter asked for a brief moment of silence in recognition of Dennis Kuntz, former City of Gig Harbor Building Inspector who passed away on January 1st.

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of December 14, 2009.
2. Correspondence / Proclamations: National Mentoring Month.
3. Liquor License Action: a) New Application – Blue Cannon Pizza; b) Change in LLC – Water to Wine; c) New Application – Walgreens; d) Corrected – Sip Wine Bar.
4. Receive and File: a) Application for the Nat'l Historic Preservation – Skansie Net Shed Grant.
5. Recovery of Officer Position – COPS Hiring Recovery Program.
6. Resolution Adopting Findings and Conclusions for Denial of Appeal of Encroachment Permit – Lisa Clark.
7. Well No. 11 Evaluation – Consultant Services Contract/Carollo Engineers.
8. Water Rights Assistance/Amendment to Agreement for Attorney Services.
9. US Fish and Wildlife Restoration of Donkey Creek Agreement.
10. Approval of first Payment of Bills for January 11, 2010: Checks #62536 through #62618 in the amount of \$254,104.81.

11. Approval of Payment of Bills for January 11, 2010: Checks #62619 through #62709 in the amount of \$1,296,487.52.
12. Approval of Payroll for the month of December: Checks #5607 through #5634 in the amount of \$536,977.15.

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

PRESENTATIONS:

1. Proclamation for National Mentoring Month. Mayor Hunter presented the proclamation to Kevin Millard, Senior at Gig Harbor High School who mentors student Chad Stark, 3rd grader at Minter Creek Elementary. Kevin came forward and spoke briefly about the positive aspect of mentoring younger students.

2. Officer Chet Dennis – K-9 Program Awards. Chief Davis gave a brief overview of the K-9 program and introduced Officer Dennis. Officer Dennis described how each of those being presented with an award participated in the program. Those receiving awards: Lisa Freeman and family, Alexa and Dan; Gregg May and family, Margo and Kee; Dr. Robert Ries, DVM Purdy Veterinary Hospital; Marilyn Clapper and the South Sound DUI Victim's Panel; and Sonny Carlson and the Purdy Cost Less Pharmacy. Mr. Carlson spoke briefly about his wife who passed away suddenly and how he was touched that the Gig Harbor Police Chief wrote a beautiful letter which was personally delivered by Officer Dennis. He said he would continue to support this worthwhile program as long as he could.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Resolution Adopting Facts & Findings – 2009 Comprehensive Plan. Senior Planner Jennifer Kester explained that Council voted to deny COMP 09-0005 and COMP 09-0012 and this resolution adopts the facts and findings for the denials; a requirement of city code.

MOTION: Move to adopt Resolution No. 819 denying Comprehensive Plan Amendment applications COMP 09-0005 and COMP 09-0012.
Ekberg / Franich - unanimously approved.

2. First Reading of Ordinance – Amending Term Limits for Planning Commission. Ms. Kester presented this ordinance that changes the Planning Commission terms from six to four years. She explained that six years is a deterrent to applying for the position. Four years is more reasonable and still long enough to provide consistency in land use regulation and policy development. This will return for a second reading at the next meeting.

3. Appointment of 2010 Council Committees, Mayor Pro Tem and Pierce County Regional Council Representatives. Mayor Hunter proposed splitting the Operations & Public Projects into two separate committees; one to address utility project and the other to address parks and roads. He explained that splitting the committee would address both the lengthy agendas and to accommodate the four Councilmembers that have chosen this committee as their top priority. He said that splitting the committee would require two readings of an ordinance and so in the interim, he would recommend that the existing committee appointments continue. Council discussed the issues involved with splitting the committee or leaving it as is.

MOTION: Move to direct staff to move forward with the ordinance to split the committee.
Malich / Ekberg - a roll call vote was taken.

Ekberg - yes; Young - no; Franich - no; Conan - no; Malich - yes; Payne - no; Kadzik - yes. The motion failed four to three and Mayor Hunter said he would come back with the recommended Committee appointments at the next meeting.

MOTION: Move to appoint Councilmember Tim Payne as Mayor Pro Tem for 2010.
Conan / Kadzik - unanimously approved.

MOTION: Move to appoint Councilmember Derek Young to continue to represent the city on the Pierce County Regional Council and Puget Sound Regional Council.
Ekberg / Kadzik -

AMENDMENT: Move to add that Mayor Hunter will act as the Alternate City Representative on both these Councils.
Young / Payne - unanimously approved.

AMENDED MOTION: Move to appoint Councilmember Derek Young to continue to represent the city on the Pierce County Regional Council and Puget Sound Regional Council with Mayor Hunter acting as the Alternate City Representative on both.
Ekberg / Kadzik - unanimously approved.

STAFF REPORT:

Water / Sewer Financing Update. City Administrator Rob Karlinsey explained that one-half the necessary funding for the improvements to the water and sewer infrastructure has been secured through low-interest state loans and grants; the other half must be funded through debt. He said that two sources for the remaining 14 million are being considered: 1) low-interest federal or state loans; and 2) tax-exempt revenue bonds. He said staff is confident of receiving money from the two loans that have been applied for and recommended moving forward with the revenue bonds by directing the city's Bond

Counsel to begin the process adding that if we are unsuccessful in obtaining the low-interest loans, a second bond-issue for 7 million will be necessary.

PUBLIC COMMENT:

Roy Rutherford - Process Server, Tacoma said he had been tasked by the Palace Law Firm to deliver a lawsuit filed against the city to each of the City Councilmembers. He then passed them out.

MAYOR'S REPORT / COUNCIL COMMENTS:

1. Port of Tacoma Grant Application. Mayor Hunter announced that the city submitted a grant application to the Port of Tacoma for the extension of the Jerisich Dock float. He gave the background information that led to the decision to apply.

Councilmember Franich voiced his disappointment saying the application is premature considering the Ad Hoc Committee's work to find a location for a pier that could serve more than one interest. He said it could jeopardize future funding from the port.

Councilmember Young spoke in favor of the extension of the Jerisich Dock saying he is skeptical that there are any other funds to apply for. Councilmember Ekberg agreed with many comments made by Councilmember Franich then pointed out that Council always has the final say if other plans are made.

Mayor Hunter thanked the City Council for their support over his first term in office. He talked about all that was accomplished: BB16, St. Anthony Hospital, Wastewater Treatment Plant Expansion Project, KLM Park, Eddon Boat, and soon to begin Outfall Extension. He said that these projects are a benefit to the citizens. He then thanked staff for all their hard work, some that was accomplished through very difficult situations.

Councilmember Conan addressed the elimination of funding for fire inspections in the 2010 Budget which he described as a life-safety issue. He said he met with Fire Commissioners who are also concerned with losing the current fire rating which could affect insurance rates. Councilmembers discussed the issues and whether it would be practical to charge businesses for the service or to continue along the line of voluntary compliance. It was recommended that all these issues be discussed in the upcoming meeting with Chief Bob Black. Another recommendation was made to talk to the business community to educate them about the consequences.

2. Intergovernmental Affairs Committee Update. Councilmember Young reported on what was discussed in the meeting this afternoon. He gave an overview of the bill redirecting tideland lease money directly to the jurisdiction rather than being funneled through the state. The Department of Natural Resources is resistant to the idea, but it will be discussed again in the upcoming year. He continued to say that with Council's approval, there will be three requests being forwarded to Washington D.C.: 1) continued

support for the Transportation Reauthorization; 2) the appropriations request to finish off the Cushman Trail; and 3) the Vernhardson Fish-Friendly Culvert.

Councilmember Payne added that the final portion of the Cushman Trail project is designed and permitted, and has the benefit of four agencies' participation and so it's a good candidate to move forward. He added that it was unbelievable how many people were out on the trail on Sunday, saying the city may need to consider continuing the sidewalk up Rosedale much sooner than expected. He addressed the Vernhardson Culvert, saying that the city has made a significant investment to preserve the habitat in that area and the culvert would be the final piece. His final comment was that they will be reporting to the congressional team that the projected cost for the BB16 project has gone down, showing that the city is being fiscally responsible.

Councilmember Ekberg said he visited the Wilkinson Barn Open House and commented on the great job done by Gary Williamson and his group to lay out the farm implements. He said that they continued on down Eddon Boat to watch what was going on there, saying that the city has some neat things going on. He voiced concern with the Cushman Trail crosswalk on Rosedale and the number of cars parked along the roadway. He suggested additional signage to direct people to the parking lot on Grandview.

Councilmember Young gave a report on the meeting he attended with the state delegation. He said that the recommendation by the Transportation Commission to raise our toll rates to address concerns that the state didn't have a high enough debt coverage ratio for a good bond rating for the future 520 Bridge didn't go over well with our state delegation who has since registered complaints. He said that he has offered the Civic Center for meetings of the Transportation Commission and the Citizens' Toll Advisory. He recommended that when this is sorted out, that Council send a letter that says our tolls shouldn't be for anything other than covering the Narrows Bridge debt.

Councilmember Malich said he counted 75 people walking along Harborview on Christmas Day. He said it's unfortunate that the project to widen the sidewalks wasn't included in the request for funding as well as the Maritime Pier. Councilmember Young responded that it is because there are no other funds for these projects that would show participation. Councilmember Payne added that the sidewalk is only 30% designed and based upon past experience, that isn't enough to gain the necessary support.

Councilmember Malich then said that in the 70's the Port of Tacoma gave the city a stipend of around \$5000 to build a pier, but was used for the dock. He asked if Council would be interested in developing Gig Harbor as a Port Authority. Councilmember Young explained that you can only have one per county; the places where there are more than one were in existence before the law changed and are grandfathered. Rob Karlinsey said he also thought it was one per county but offered to have the city attorney do a quick check and let Council know.

ANNOUNCEMENT OF OTHER MEETINGS: None at this time.

EXECUTIVE SESSION: For the purpose of discussing Guild Negotiations per RCW 42.30.130(4)(a) and Property Acquisition per RCW 42.30.110(1)(b).

MOTION: Move to adjourn to Executive Session at 7:15 p.m. for the purpose of discussing Guild Negotiations per RCW 42.30.130(4)(a) and Property Acquisition per RCW 42.30.110(1)(b) for approximately 30 minutes:
Payne / Conan - unanimously approved.

MOTION: Move to return to regular session at 7:50 p.m.
Conan / Malich - unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 7:51 p.m.
Payne / Conan - unanimously approved.

CD recorder utilized: Tracks 1001 – 1022

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

Protecting Watersheds, Water Quality, and Aquatic Resources from the Impacts of Growth



Agency: U.S. Environmental Protection Agency, Region 10

Funding Opportunity Name: Puget Sound Watershed Management Assistance Program

Funding Opportunity Number: EPA-R10-PS-1001

Catalog of Federal Domestic Assistance Number: 66.120

e-Mail to: pugetsound_proposals@epa.gov

Project Title: Donkey Creek and Austin Estuary Restoration

Watershed Name: Donkey (North) Creek, WRIA #15.0097

Applicant information:

Name: Rob Karlinsey, City Administrator

Address: 3510 Grandview Street, Gig Harbor, WA 98335

Telephone: (253) 851-6127

e-Mail: karlinseyr@cityofgigharbor.net

Total Federal Funds Requested: \$307,422.00

Total Non-Federal Match: \$454,566.00

Abstract: We propose to provide environmental permit services, engineering services for the preparation of final plans, specifications, and estimates, provide formal bidding services, construction management and inspection services, for the “day-lighting” of 300 ft. of Donkey Creek, the restoration of an additional 500 ft. of the creek, opening of a pedestrian walkway alongside the stream and under the existing urban main street, creation of a 500 ft. interpretive path and the restoration and development of Austin Estuary, located in Gig Harbor, WA.

Acorn Affiliation: The City of Gig Harbor is not now nor has ever been an affiliate, subsidiary, or an allied organization of Association of Community Organizations for Reform Now (ACORN).

I. Description of the Watershed

The Greater Gig Harbor Area has nearly 50,000 residents. Within Gig Harbor's city limits, however, there are only approximately 7,200 residents¹. Donkey Creek Park, located at the head of Gig Harbor, includes a stream that connects to Austin Estuary Park. In total, both parks consist of approximately 13 acres (uplands and tidelands). In 2004 the City obtained a Conservation Easement across the Harbor History Museum to "daylight" Donkey Creek. Donkey Creek was enclosed in a 300' x 30" diameter pipe in 1950.

In 2008, the City elected to restore and enhance Austin Estuary. The plan includes removing the shoreline riprap at the creek's outfall and developing a trail across the Museum property to connect the two parks with the addition of a kayak landing. In 2009 the City obtained a Federal Grant from Fish & Wildlife to remove the existing constrained culvert, excavate and "daylight" Donkey Creek. Combining the scope of the projects will result in a more efficient use of funds. Additional funding is required to complete this project.

The project area resides within a Neighborhood Design Area classified as "View Basin". The view basin is the City's heritage. It was within the view basin that the Gig Harbor fishing village was born. Today the view basin is a vibrant mix of retail, restaurant, residential, maritime and community activities contained within the historic neighborhoods with a mixture of contemporary and historic homes.

Donkey (North) Creek, Water Resource Inventory Area (WRIA) # 15.0097, is a perennial stream that provides salmonid habitat including an on-going hatchery operation². This independent drainage is one of the two primary tributaries to Gig Harbor, entering on the southwest end. Donkey (North) Creek drains a catchment area of 1.9 mi.³ Although an urban area, the project site represents a sensitive habitat site that supports threatened species. The drainage supports chum, coho, and steelhead, with presumed cutthroat presence at least to the extent of other anadromous salmonids.

In partnership with the recently opened Harbor History Museum, this project will promote environmental education and attract visitors to the economic benefit of local businesses. This is a rare chance to restore the creek, protect the estuary for habitat conservancy, reduce the vulnerability of Donkey Creek groundwater resources to contamination, maintain and improve the receiving estuary water conditions while simultaneously protecting local aquatic resources. Moreover, the project will provide a highly visible example of Washington's commitment to preserving this watershed.

¹ Chamber of Commerce Web Site

² Since 1972, the Gig Harbor Commercial Fishermen's Club has incubated salmon eggs at Donkey Creek, releasing over 1 million fry into Gig Harbor Bay each year.

³ Pierce County Water Programs 2000.

II. Threats or Emerging Problems

Significant threats and emerging problems are recognized and measures will be taken to mitigate their impact during the design, development and construction phases of the overall *Donkey Creek and Austin Estuary Restoration* program. This phase of the program will specifically address the following issues:

Estuarine

The lower 300 feet of Donkey (North) Creek are contained in a buried 30" concrete culvert. This culvert is in a historic intertidal area. There is a mud flat estuary at the mouth of Donkey Creek and the City of Gig Harbor has acquired property at the mouth of Donkey Creek. The interest and benefits of this acquisition were ground water monitoring and wildlife focused

Nearshore/Marine

Nearshore habitat function in Gig Harbor has been severely impaired. The shoreline of Gig Harbor is approximately 95% bulk headed, likely altering the natural sediment contribution from adjacent uplands, and altering the nearshore substrate composition.

Floodplain Modifications

Natural channel and floodplain characteristics are altered downstream of the culvert at the Harborview Drive crossing. The creek is channelized for 300 feet downstream of the road crossing, and the lower 300 feet of the creek are contained in a culvert. Upstream, the creek is located in a ravine to approximately 96th Street. Further upstream the topography flattens out, although fish are unable to access this upper portion of the watershed.

Channel Condition/ Riparian Condition

Pierce County rated fish habitat conditions⁴ as generally fair (with embeddedness, channel form, and bank erosion as poor) in the short 300-foot open reach downstream of the Harborview Drive crossing. The riparian corridor in the reach is rated as fair, but with less than desired buffer width and canopy cover. Upstream to 96th Street, fish habitat was rated as fair, and riparian condition was rated as good. Upstream of 96th Street, there is a 1,300- foot long palustrine reach, with fish habitat and riparian condition rated as good.

Riparian vegetation is generally limited to 100% hardwood, and buffers are confined to within the ravine only, upstream to 96th Street. Riparian cover has been completely cleared at several home sites along the drainage.

Substrate

The gravel substrate is in generally good condition, although at risk due to development and fine sedimentation from storm water runoff in the drainage. This is consistent with

⁴ Pierce County Water Programs (2000) stream assessment.

the URS Corp. (John Davis) ratings in their stream survey reach as good substrate composition in spawning areas, and fair substrate embeddedness.

Water Quality/Water Quantity

Stream flow measurements were made by USGS⁵. Flows ranged from a high of 2.86 cfs in May to a low of 1.01 cfs in October. The peak flow for the 25-year recurrence interval storm, under 1990 land use conditions, was estimated to be 215 cfs. In May 2000, surveyors estimated discharge upstream of Harborview Drive to be 0.4 cfs.

This watershed is experiencing a high rate of development, with associated storm water runoff concerns. Flooding has been experienced upstream of 96th Street, but the severity of flooding impacts is unknown. Pierce County Water Programs (2000) estimates that 19% of the Donkey Creek watershed is impervious surface; which exceeds the 10% threshold above which significant degraded channel conditions are typically evident. The total natural flow of Donkey Creek and tributaries is required for protection and preservation of instream resources. These waters are closed year-round to further consumptive water appropriation⁶



Figure 1 Donkey Creek above Harborview Drive

III. Project Need

This project focuses on two strategic needs:

- (1) Protecting and Restoring the Donkey Creek Watershed
- (2) Sustainability and Strategic Partnerships

This project restores Donkey Creek and promotes sustainable practices that allow us to meet our environmental, social, and economic needs without compromising the ability of future generations to meet their needs.

⁵ Ibid

⁶ WAC 173-515-040

Upon completion, this project will be a regional tourist attraction. The Pedestrian Bridge will connect walking paths to enhance transportation patterns and improve circulation. Adjacent to the new Harbor History Museum opened in 2009, this project partnership offers permanent programming and public education opportunities for residents and tourists throughout the region. Both the city and local businesses will enjoy the resulting economic benefits. In addition, restoring Donkey Creek will increase spawning and rearing habitat for chum, coho, steelhead and cutthroat trout. Day-lighting the stream will improve water quality and transport much needed nutrients into the connecting 7.8 acre estuary at the head of Gig Harbor Bay.



Figure 2 Donkey Creek below Harborview Drive and the proposed bridge.

Legend:

- Yellow Line = Shoreline
- Blue Lines = Creek
- Green Lines = Interpretive Trail

IV. Project Plan

Addressing the priorities of the Action Agenda and the EPA Puget Sound goals requires attending to the impacts of growth at the watershed scale. The responsibility for managing development and protecting watersheds falls on the city government through multiple, distinct planning processes. Traditionally, land use planning and watershed planning have often been carried out independently. Yet, extensive watershed research shows that where development is located, how much development occurs, and what practices are used greatly affect the chemical, physical, and biological integrity of marine and fresh waters. The cumulative result is loss of habitat and ecosystem function; reduced groundwater recharge; reduced stream flow during summer months; and excessive runoff during storms that scours fish habitat and delivers toxic pollutants, pathogens, and nutrients to rivers and bays. Under these cumulative pressures, the fundamental watershed processes that create and provide aquatic habitats and assimilate pollution degrade and unravel. In addition, the impacts of climate change threaten to slow hard fought environmental gains and create new problems. Without clear linkages between land use decisions, watershed planning and projected impacts of climate change, watershed functions continue to erode, leaving costly and often ineffective restoration efforts as the only option to improve watershed functions.

Since 2002, the City of Gig Harbor has worked to tie together processes mandated under the Growth Management Act and the Shoreline Management Act through the development of watershed land use designations, development standards and other regulations within our jurisdiction. One example of this initiative is the City's focus on

the day-lighting, preservation, and protection of Donkey Creek by acquiring the land adjacent to the creek, the 7.8-acre estuary and a conservation easement across the Harbor History Museum site.

Work to date includes 1) Park Acquisition (\$350,000), 2) Creek Easement (\$400,000), 3) Estuary Acquisition (\$1,600,000). See Figure 3.

These major activities provide the basis for this capstone effort. Moreover, preliminary formal cultural, hydrologic, engineering, cost, and environmental analysis assures that sufficient planning and assessment has been completed to ensure that the project will achieve scientifically defensible and sustainable environmental results.



Figure 3 - Work to date; Acquisitions and Easement

Major outcomes of this project include:

- 2 acre restored intertidal estuary and beach
- 300 feet of restored (day-lighted) creek
- An additional 500 feet of enhanced creek channel
- 500 feet of interpretive trail
- Parking and roadway improvements

V. Project Components

The project scope of work will be completed in three phases. **Phase I** is for developing conceptual design options, evaluating the options, identifying the preferred alternative and preliminary design of the preferred alternative. **Phase II** is characterized by preparing permitting documents, final design drawings, specifications, cost estimates and construction bid documents. **Phase III** will include construction of a walking trail, providing services during the construction identified during Phase II as well as providing the full construction management and inspection services for the project

Phase 1. Develop Conceptual Design Options and Identify the Preferred Alternative

Task 1-1 Obtain and review existing information

Collect and rationalize copies and electronic files of existing information the City of Gig Harbor has collected that is historically related to the overall Donkey Creek and Austin Estuary Restoration Program in order to prepare the projects Quality Assurance Project Plan (QAPP).

Outcome:

- Project document reference library
- Quality Assurance Project Plan (MS Project format)

Task 1-2 Field survey existing features and develop base map

The purpose of this task is to field survey existing conditions, and compile the information into an AutoCAD base map of existing conditions that will be used for the design.

Outcomes:

- Draft base map for review by design team
- Final base map (one sealed hard copy and AutoCAD file)

Task 1-3 Geotechnical field reconnaissance and design assistance

Phase 1 geotechnical services will consist of a review of existing information about the project site as well as data concerning soil and ground water conditions in the project area. This will include information developed by recent geotechnical work at the nearby wastewater treatment plant as well as other available data. Comments and corrections from the design team will be addressed and a final technical memorandum will be prepared.

Outcomes:

- Draft phase 1 Geotechnical reconnaissance technical memorandum (6 copies)
- Final phase 1 Geotechnical reconnaissance technical memorandum (6 bound copies, one unbound original, electronic file)

Task 1-4 Existing Stream and Estuary Characterization

Measurements of channel and shoreline characteristics, evaluation of upstream and downstream conditions, and photographs the site will be prepared. The creek will be measured to quantify creek characteristics in general accord with Rosgen's morphology protocol. Measurements will include Ordinary High Water and bankfull widths, pebble counts to determine grain size, and other features. Additional portions of the stream channel and shorelines will be inspected for "reference reaches" that may serve as prototypes for the restoration design.

Peak stream flow rates (OHW and 2, 10, 50 and 100 year peak flows) will be calculated based on USGS topographic maps using standard regression equations. Determine

peak and extreme tide elevations using NOAA tide data. Observe intertidal areas to describe sediment and vegetation characteristics.

Outcomes:

- Draft stream and estuary characterization memorandum
- Final stream and estuary characterization memorandum

Task 1-5 Develop Basis of Design Criteria

The purpose of this task is to establish basic design criteria for design and evaluation of the various design options. The criteria will include engineering, habitat restoration, public access and outdoor education objectives for the project. The criteria allow for directed conversations about the options that will result in a well-defined design.

The design team will prepare a draft list of design criteria for review by the City. Comments from the City will be incorporated in a revised list of criteria for presentation to the City and identified stakeholders.

Outcomes:

- Draft design criteria list
- Revised design criteria list

Task 1-6 Identify Alternatives for Evaluation

Two Design Workshops will be conducted. The first will discuss ideas, options, and opportunities. This Workshop will include design team members and client representatives. The result will be the development of possible design alternatives. Three main culvert/bridge alternatives to consider are:

- A fish passage culvert designed to meet WDFW criteria but without trail connection
- A larger culvert that has an ADA walking trail inside to connect the museum to the park and surrounding sidewalks, and
- A bridge instead of a culvert to pass the creek and trail under the road.

During the workshop the concepts and alternatives will be blended, refined, and narrowed to no more than three for detailed evaluation.

Task 1-7 Alternatives Evaluation

The alternatives identified in sub - task 1-6 above will be developed to approximately a no more than 10 percent design level so that detailed construction cost estimates can be developed for each one. A brief description of the features of each alternative will be prepared in accordance with Table 1.

Conceptual Design Drawings	
Existing conditions site plan	Stream plan and profile
Final conditions site grading plan	Typical stream cross-sections
Bridge/culvert foundation plan	Trail Plan and Profile

Conceptual Design Drawings	
Bridge/culvert cross-section	Trail typical cross-sections and details
Bridge/culvert longitudinal section	Public access points such as the kayak launch
Utility relocation Plan and Profile	Generalized landscape restoration plan

Table 1 - Conceptual design drawings prepared for each alternative

Construction quantities and cost estimates will be prepared for each alternative. A construction contractor will be tasked to review project concepts and site conditions. The contractor will be tasked to suggest design improvements that can reduce construction costs and improve the project. This is similar to a “value engineering” process.

Each alternative will be evaluated and ranked according to the design criteria developed in task 1-5.

Outcomes:

- Brief description of each alternative
- Conceptual design drawings for each alternative
- Conceptual construction cost estimate for each alternative
- Comparison to evaluation criteria for each alternative

Task 1-8 Select Preferred Alternative

Conduct Workshop #3 with the City and identified stakeholders to select a preferred alternative. Distribute copies of the deliverables from task 1-7 to interested City personnel and identified stakeholders prior to the workshop. Identify the preferred alternative by all stakeholders. Determine what features of that alternative should be modified in further design development.

Outcomes:

- Preferred alternative
- List of suggested modifications and design features to incorporate

Task 1-9 Preliminary design of preferred alternative

Develop the preferred alternative identified in task 1-8 to a 30 percent design level. Modify the preferred alternative to incorporate modifications and other design features suggested in task 1-8. Revise drawings prepared in task 1-7 above for the preferred alternative. A list of drawings is available as deliverables in the Project QA/QC plan.

Update the construction cost estimate previously prepared. Identify possible construction phasing concept and schedule. Prepare list of potential construction impacts and list of permits required to implement the preferred alternative.

Prepare preliminary design memorandum. that will be submitted to the City for review. Comments received from the City will be addressed and a final preliminary design memorandum will be submitted.

Outcomes:

- Draft preliminary design report (5 copies)
- Final preliminary design report (5 copies plus pdf)

Space considerations dictate that Phase II & III Tasks will be limited to the task title. Activity, Task, Sub-task, Schedule, Duration, Resources and Deliverables (outcomes) are contained in the QA/QC Project Plan (MS Project format) which is available upon request.

Phase II. Final Engineering, Design, Cost Estimation & Permitting

Task 2-1 Estuary Enhancement Engineering, Design & Cost

Task 2-2 Creek Daylighting Engineering, Design & Cost

Task 2-3 Bridge & Roadway Improvements Engineering, Design & Cost

Task 2-4 Upper Creek Trail Improvements Engineering, Design & Cost

Task 2-5 Lower Creek Trail Improvements Engineering, Design & Cost

Task 2-6 Permitting

Phase III. Construction & Construction Management

Task 3-1 Prepare Construction Bid Documents & Request for Proposals

Task 3-2 Evaluate and Choose Construction Contractors

Task 3-3 Manage Construction Contractors and Subs

VI. Partnering

The project work plan includes partnering with several agencies and stakeholders. In addition to the City of Gig Harbor Engineering and Administrative staff. The following is a list of partners and short summary of activity:

Washington Department of Fish and Wildlife – WDFW will provide technical, scientific expertise, and assist in presenting results at meetings, in reports and papers.

Hood Canal Salmon Enhancement Group – HCSEG will provide overall project coordination in the areas of Permitting, Design, Construction and Construction Oversight.

Additional supporters that continue to be active in the needs determination and prioritization include: the Puyallup Tribe of Indians, the Parks Commission, Chamber of Commerce, Pierce County Economic Development Board, Harbor History Museum and other service groups such as the Kiwanis Club, Envirocorps Volunteers, Harbor Wild Watch, Friends of Pierce County and the Tahoma Audubon Society.

VII. Anticipated Outputs and Outcomes

Overall environmental outcomes expected from implementation of this project include:

- 1) Reduction in the vulnerability of Donkey Creek groundwater resources to contamination.
- 2) Maintenance / improvement of receiving estuary water conditions.
- 3) Protection of local aquatic resources.

A variety of additional short term, interim, and long term science, policy, and public awareness outcomes are expected as well:

Short Term:

- (1) Increase awareness of sensitive habitat and potential impacts of land use.
- (2) Educate residents on sources of ground water contamination.
- (3) Educate residents of existing BMPs related to ground water contamination sources.

Interim:

- (1) Increased scientific understanding of water temperature dynamics to and in the Austin Estuary
- (2) Environmental awareness within community.

Long term:

- (1) Engage with regulators by providing site specific soil data and expected results of BMPs as determined through sample well monitoring.
- (2) Improve overall water quality in Donkey Creek and Austin Estuary through, education, outreach and participation in planning and regulatory efforts.

Please refer to our Logic Model (attached) for greater detail.

VIII. Monitoring and Measuring

The City retained Robinson, Noble & Saltbush to perform a subsurface investigation to assess potential recognized environmental conditions identified during a preparatory Environmental Site Assessment of the conservation easement located at 4121 Harborview Drive, Gig Harbor, Washington (Donkey Creek worksite). In November 2009 Robinson, Noble & Saltbush completed the analysis and reported that:

Target analytes included gasoline-, diesel-, and oil-range petroleum hydrocarbons (analyzed with methods NWTPH-Gx and NWTPH-Dx/DxExtended). Additional analytes tested were lead, arsenic, PCBs, chlorinated solvents (method 8270), and benzene, toluene, ethyl benzene, and xylene, commonly referred to as BTEX (method VOA 8021B).

The soil and groundwater samples tested did not demonstrate any analytes above the minimum reportable limits.

The investigation did not detect any evidence of contamination within the northern portion of the easement which encompasses the work area for the day-lighting of Donkey Creek. This limited investigation suggests the potential impact to this portion of the easement property from historic site activities both on and off site is low. The planned day-lighting activities should not disturb or exacerbate any issues of

contamination on the site.

Based on the data generated during this investigation, no special health and safety protocols need to be employed. However, the construction contractor will monitor the excavation for any visual or olfactory indications of impacted soils. If field screening identifies potentially contaminated material and/or other unexpected conditions, the contractor should be prepared to stop work and implement an appropriate response.

To date significant photographic and survey work provides the baseline for future monitoring of anadromous fish passage, water quality and quantity. Although not part of this phase of the project, a monitoring plan is under development by the City for ongoing adaptive management of the restored watershed and the continued monitoring of groundwater through sampling at the site. Should any changes in the groundwater chemistry be observed at these wells, additional study may be required to address any potential negative impacts.

IX. Outreach and Information Transfer

Outreach is a key component of this proposal and exists at every phase of the work. Public meetings transfer knowledge directly to the people whose behavior changes can enhance the watershed and the City of Gig Harbor. This strategy takes advantage of the already active and involved city administration. Because the partners on this proposal are government agencies, the process of translating the technical work into proposed policies and regulations is built into the proposal, and the decision makers are involved at multiple stages of the proposal.

Ongoing public outreach and communication effort includes:

- Project update presentation provided to the City Council and all stakeholders as requested.
- Project update press release issued to local newspapers.
- Webpage updated to incorporate Work Plan scheduled milestones.
- Findings of monitoring analysis reported to Gig Harbor residents including all stakeholders.

X. Programmatic Capability and Past Performance

The City of Gig Harbor (<http://www.cityofgigharbor.net/>) under the leadership of Mayor Hunter is supported by five departments that work together as a cohesive whole to effectively and efficiently conduct the citizens business. This project has the full support of the Administrative, Development Services, Public Safety & Justice, Public Works, and Parks & Recreation Departments. These departments and the City administration have historically managed and completed all contracts and agreements. This has been accomplished by ensuring adequate planning up front, development of a detailed Project Plan, timely monitoring of that plan and the implementation of adaptive management techniques to mitigate deviations from the living Project Plan.

The use of the detailed Project Plan identifies all milestones and deliverables (outcomes). This ensures that adequate and timely reporting of progress is published

both across the City's Departments and to the agencies identified in the enabling agreements. The Project Plan Activity and Tasks ensure detailed final technical reports are submitted. This is a critical element of our agreement "close-out" process.

All departments, working together, currently have several major projects underway. For example, one such is the SR16 / BURNHAM / BORGEN INTERCHANGE IMPROVEMENTS project. On July 13, 2009, City Council awarded the construction contract in the amount of **\$6,412,853.09**. Construction began in August and continues for over a period of one year in order for a portion of the work to be completed in the "fish window", and to minimize traffic impacts. The City departments likewise will ensure the successful completion of the *Donkey Creek and Austin Estuary Restoration* effort. Other recent grants managed by the City of Gig Harbor include: **\$5M** / Community Economic Revitalization Board (CERB); **\$3.2M** / Transportation Improvement Board – Olympic & 56th Street Improvement Project; **\$1M** / Washington State Heritage Grant – Eddon Boat Restoration, and **\$400K** / Two Brownfields Grants - Eddon Boat Remediation Project

The City of Gig Harbor Public Works Department, Engineering Division includes 10 professional staff members with experience in a broad range of engineering disciplines. **Stephen Misiurak**, a licensed Professional Civil Engineer in the State of Washington, has worked for the City for the past decade serving as City Engineer for over eight years. Misiurak manages complex street, water, storm, sewer, water and parks projects. Current work includes the \$7M SR16 Interchange Improvement Project that requires multi-agency permitting through the Washington State Department of Transportation, US Army Corps of Engineers and Washington State Fish and Wildlife. In addition, a \$15M Wastewater Treatment Plant Improvement Project whose funding partners include state loans and grants totaling over \$13.5M is underway.

Project Engineer **Marcos McGraw** managed a number of highway and creek improvement projects during his 10-year employment with the Washington State Department of Transportation (WSDOT). It included contractor management for state and federal regulatory compliance. McGraw was project manager for two recently completed park improvement projects totaling \$1.3 MM in grant funds from RCO. Current work includes coordination with Pierce County Parks and Recreation to complete the 6-mile "Cushman Trail" that requires public input and inter-agency coordination between the City and Pierce County.

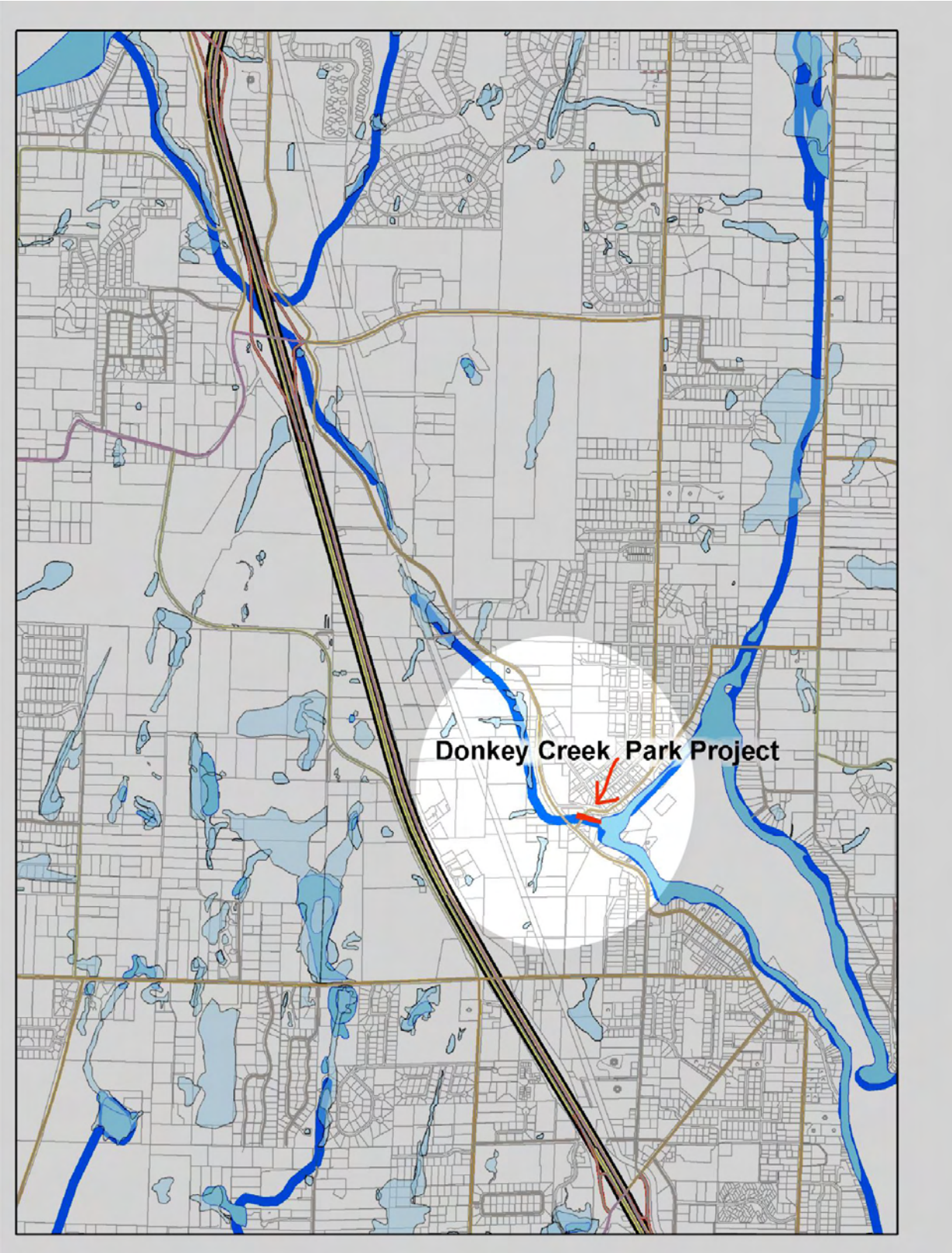
Assistant City Clerk **Maureen Whitaker** brings over 15 years experience managing Federal and State grant funded projects for roadway and park Improvements.

Special Projects lead **Lita Dawn Stanton** coordinates grant funding, financial reporting and inter-departmental communications. This includes assisting the project manager on historic and environmental capital improvement projects. Recent work includes Heritage Grant for Eddon Boat, RCO funds for Veterans Memorial Park and federal / state grant management and project development for the *Donkey Creek and Austin Estuary Restoration* effort.

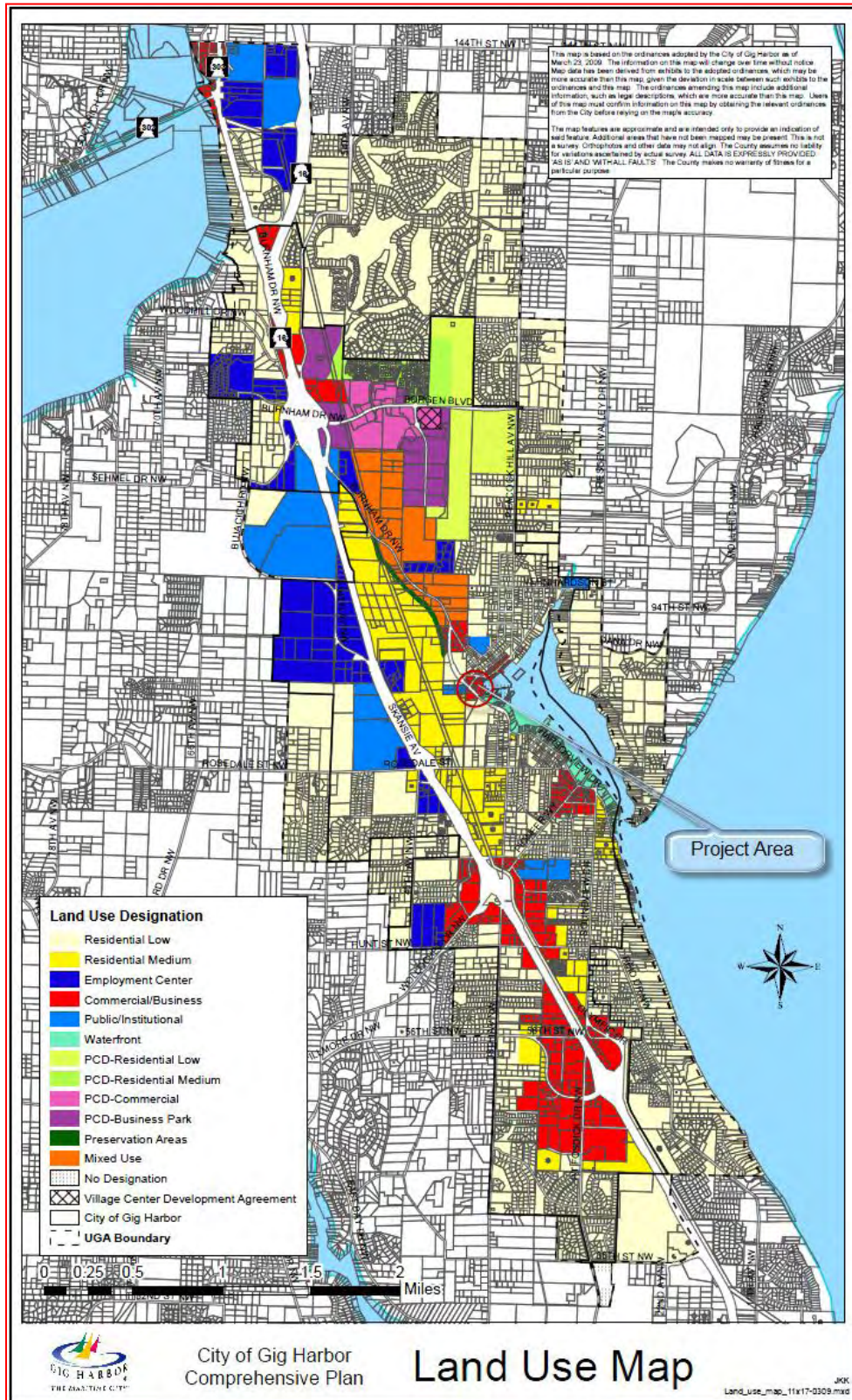
Additional personnel information is found in the Detailed Budget Narrative.



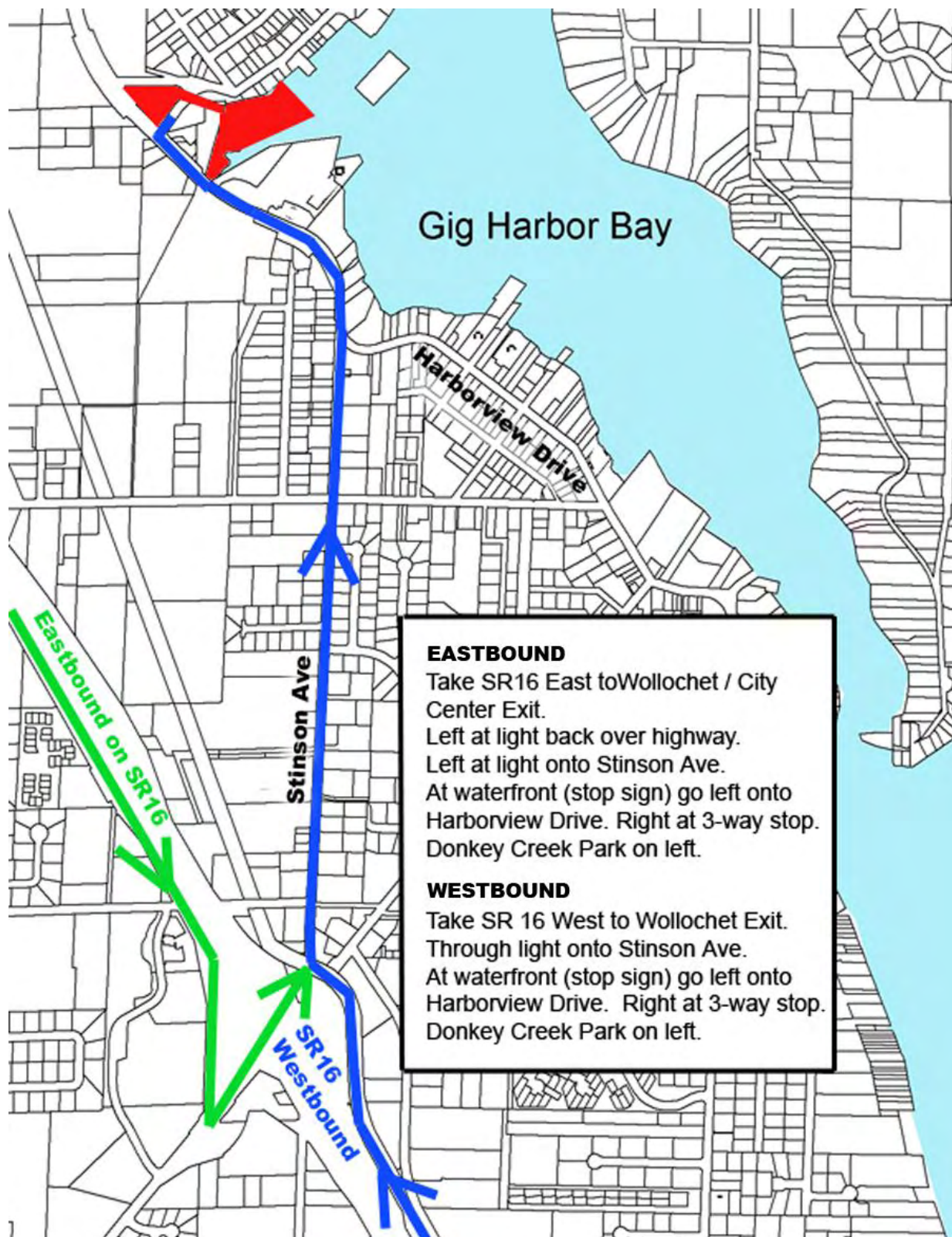
Map 1 - Western Washington - Puget Sound



Map 2 - Donkey Creek Watershed



Map 3 - Land Use



Map 4 - Driving Directions

Application for Federal Assistance SF-424	
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application * If Revision, select appropriate letter(s) <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision *Other (Specify) _____
3. Date Received:	4. Applicant Identifier:
5a. Federal Entity Identifier:	*5b. Federal Award Identifier:
State Use Only:	
6. Date Received by State:	7. State Application Identifier:
8. APPLICANT INFORMATION:	
*a. Legal Name: City of Gig Harbor	
*b. Employer/Taxpayer Identification Number (EIN/TIN): 91-6001435	*c. Organizational DUNS: 014365621
d. Address:	
*Street 1: 3510 Grandview Street	
Street 2: _____	
*City: Gig Harbor	
County: Pierce	
*State: WA	
Province: _____	
*Country: USA	
*Zip / Postal Code: 98335	
e. Organizational Unit:	
Department Name: Engineering Department	Division Name: n/a
f. Name and contact information of person to be contacted on matters involving this application:	
Prefix: Ms	*First Name: Lita Dawn
Middle Name: M	
*Last Name: Stanton	
Suffix: _____	
Title: Special Projects	
Organizational Affiliation: City of Gig Harbor	
*Telephone Number: (253) 853-7609	Fax Number:
*Email: stantonl@cityofgigharbor.net	

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

C. City or Township Government

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10 Name of Federal Agency:**

U.S. Environmental Protection Agency, Region 10

11. Catalog of Federal Domestic Assistance Number:

66.120 _____

CFDA Title:

Puget Sound Watershed Management Assistance Program

***12 Funding Opportunity Number:**

EPA-R10-PS-1001

*Title:

Protecting Watershed, Water Quality, and Aquatic Resources from the Impacts of Growth, FFY 2010 Request for Proposals

13. Competition Identification Number:

N/A

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Gig Harbor in Pierce County, Washington State

***15. Descriptive Title of Applicant's Project:**

Donkey Creek and Austin Estuary Restoration Project

Application for Federal Assistance SF-424 Version 02

16. Congressional Districts Of:
 *a. Applicant: WA-006 *b. Program/Project: WA-006

17. Proposed Project:
 *a. Start Date: 01-2010 *b. End Date: 12-2011

18. Estimated Funding (\$):

*a. Federal	\$2,507,422
*b. Applicant	
*c. State	\$454,566
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	\$2,961,988

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on _____

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E. O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

Yes No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions

Authorized Representative:

Prefix: Mr. *First Name: Chuck

Middle Name: _____

*Last Name: Hunter

Suffix: _____

*Title: Mayor

*Telephone Number: (253) 853-7611 Fax Number: _____

* Email: hunterc@cityofgigharbor.net

*Signature of Authorized Representative: Charles J Hunter *Date Signed: 1/25/2010

Application for Federal Assistance SF-424

Version 02

***Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

None

BUDGET INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY

Consent Agenda - 2

Page 22 of 29

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1.		\$	\$	\$	\$	\$
2.						
3.						
4.						
5. Totals		\$	\$	\$	\$	\$

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY			Total (5)
	(1)	(2)	(3)	
a. Personnel	\$	\$	\$	\$
b. Fringe Benefits				
c. Travel				
d. Equipment				
e. Supplies				
f. Contractual				
g. Construction				
h. Other				
i. Total Direct Charges (sum of 6a-6h)				
j. Indirect Charges				
k. TOTALS (sum of 6i and 6j)	\$	\$	\$	\$

7. Program Income	\$	\$	\$	\$	\$
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SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8.	\$	\$	\$	\$
9.				
10.				
11.				
12. TOTAL (sum of lines 8-11)	\$	\$	\$	\$

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$	\$	\$	\$	\$
14. Non-Federal					
15. TOTAL (sum of lines 13 and 14)	\$	\$	\$	\$	\$

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (Years)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16.	\$	\$	\$	\$
17.				
18.				
19.				
20. TOTAL (sum of lines 16-19)	\$	\$	\$	\$

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:	22. Indirect Charges:
23. Remarks:	

INSTRUCTIONS FOR THE SF-424A

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0044), Washington, DC 20503.

Consent Agenda - 2
Page 24 of 29

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.
SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

General Instructions

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may require a breakdown by function or activity. Sections A, B, C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the latter case, Sections A, B, C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

Section A. Budget Summary Lines 1-4 Columns (a) and (b)

For applications pertaining to a *single* Federal grant program (Federal Domestic Assistance Catalog number) and *not requiring* a functional or activity breakdown, enter on Line 1 under Column (a) the Catalog program title and the Catalog number in Column (b).

For applications pertaining to a *single* program *requiring* budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the Catalog number in Column (b). For applications pertaining to multiple programs where none of the programs require a breakdown by function or activity, enter the Catalog program title on each line in *Column* (a) and the respective Catalog number on each line in Column (b).

For applications pertaining to *multiple* programs where one or more programs *require* a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

Lines 1-4, Columns (c) through (g)

For *new applications*, leave Column (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

For *continuing grant program applications*, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in Columns (e) and (f).

For *supplemental grants and changes* to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase or decrease of non-Federal funds. In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of amounts in Columns (e) and (f).

Line 5 - Show the totals for all columns used.

Section B Budget Categories

In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, Column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

Line 6a-i - Show the totals of Lines 6a to 6h in each column.

Line 6j - Show the amount of indirect cost.

Line 6k - Enter the total of amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, Columns (e) and (f) on Line 5.

Line 7 - Enter the estimated amount of income, if any, expected to be generated from this project. Do not add or subtract this amount from the total project amount, Show under the program

INSTRUCTIONS FOR THE SF-424A (continued)

narrative statement the nature and source of income. The estimated amount of program income may be considered by the Federal grantor agency in determining the total amount of the grant.

Section C. Non-Federal Resources

Lines 8-11 Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

Column (a) - Enter the program titles identical to Column (a), Section A. A breakdown by function or activity is not necessary.

Column (b) - Enter the contribution to be made by the applicant.

Column (c) - Enter the amount of the State's cash and in-kind contribution if the applicant is not a State or State agency. Applicants which are a State or State agencies should leave this column blank.

Column (d) - Enter the amount of cash and in-kind contributions to be made from all other sources.

Column (e) - Enter totals of Columns (b), (c), and (d).

Line 12 - Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 5, Column (f), Section A.

Section D. Forecasted Cash Needs

Line 13 - Enter the amount of cash needed by quarter from the grantor agency during the first year.

Line 14 - Enter the amount of cash from all other sources needed by quarter during the first year.

Line 15 - Enter the totals of amounts on Lines 13 and 14.

Section E. Budget Estimates of Federal Funds Needed for Balance of the Project

Lines 16-19 - Enter in Column (a) the same grant program titles shown in Column (a), Section A. A breakdown by function or activity is not necessary. For new applications and continuation grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding periods (usually in years). This section need not be completed for revisions (amendments, changes, or supplements) to funds for the current year of existing grants.

If more than four lines are needed to list the program titles, submit additional schedules as necessary.

Line 20 - Enter the total for each of the Columns (b)-(e). When additional schedules are prepared for this Section, annotate accordingly and show the overall totals on this line.

Section F. Other Budget Information

Line 21 - Use this space to explain amounts for individual direct object class cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.

Line 22 - Enter the type of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

Line 23 - Provide any other explanations or comments deemed necessary.

Detailed Budget Narrative

Donkey Creek & Austin Estuary Restoration (2010 ~ 2011)

Budget Category:

<u>Personnel</u>	<u>Hourly Rate</u>	<u>Hours</u>	<u>Sub-totals</u>	<u>Budget Category Total</u>
Admin Assistant	\$27.08	80	\$2,166	
Assistant Bldg Official	\$37.16	80	\$2,973	
Building Official	\$45.69	40	\$1,828	
City Engineer	\$45.69	960	\$43,862	
Engineering Technician	\$29.47	360	\$10,609	
Field Supervisor	\$36.12	160	\$5,779	
Finance Technician	\$26.83	80	\$2,146	
Financial / Admin	\$26.72	400	\$10,688	
Maintenance Worker	\$28.64	80	\$2,291	
Operations Director	\$40.75	200	\$8,150	
PM Assistant / Admin	\$29.47	1,360	\$40,079	
Project Manager	\$32.64	1,800	\$58,752	
Senior Planner	\$40.11	290	\$11,632	
Waste Water Treatment Operator/Monitor	\$30.63	200	\$6,126	\$207,082.00

Fringe Benefits

Includes: Retirement, Health Care, Annual and Sick Leave, Life Insurance, etc.	Calculated at 37.8 % of salaries (\$207,082 x .378)	\$78,337.00
--	---	--------------------

Travel

Water Monitoring Course: Denver, CO	Airfare: RT Seattle to Denver, CO	\$1,300.00	
2 Personnel	2 @ \$650.00		
Per Diem: \$125/day/2 days	2 @ \$250.00	\$500.00	
Rental Car: \$22.30/day	2 @ \$22.30	\$44.60	\$1,844.60

Detailed Budget Narrative

Donkey Creek & Austin Estuary Restoration (2010 ~ 2011)

Equipment

Remote Sensor for Monitoring Wells	2	\$3,550.00	\$7,100.00	
Data Logger	1	800	\$800.00	\$7,900.00

Supplies

Office Supplies: paper, pens, toner for printers and copier	Estimate based on previous grant's actual expenses, plus allowance for normal price increases.	\$1,035.00		
				\$1,035.00

Contractual

Contracted with a firm to develop conceptual design options, evaluating the options, identifying the preferred alternative and preliminary design of the preferred alternative, preparing permitting documents, final design drawings, specifications, cost estimates and construction bid documents, permitting and construction oversight.		\$859,000.00		
We will contract with a firm to provide the actual construction activities based on the designs generated above and under the supervision of our engineering staff.		\$1,806,790.00		
				\$2,665,790.00

Indirect Costs

There are no Indirect Costs

\$0.00

Total Direct Costs

\$296,199.00

Total Project Costs

\$2,961,989.00

Logic Model

Proposal: Donkey Creek and Austin Estuary Restoration					
Link to EPA Strategic Plan	Resources / Input	Activities	Stated Outputs (with targets)	Anticipated Outcomes (with targets)	Baseline
Goal 2 - Clean and Safe Water; Objective 2.2 – Protect Water Quality					
Sub-Objective 2.2.1 Improve Water Quality on a Watershed Basis	<ul style="list-style-type: none"> • Puget Sound Watershed Management Assistance Program funding • RCFB Aquatic Lands Enhancement funding • USFWS funding • US DOT funding 	<ul style="list-style-type: none"> • Conduct SEPA review. • Design appropriate water channel. • Monitor groundwater discharge. • Restrict Development in accordance with Master Plan (Map-3 Land Use) • Increase Riparian plantings 	<ul style="list-style-type: none"> • Conceptual Design • Stream & Estuary Characterization • Traffic Impact Evaluation • Design Workshops • Lower Watershed Mitigation • Conifers replace existing brush 	<ul style="list-style-type: none"> • Flows should remain approximately the same. Increases require analysis if associated with stormwater runoff due to increased development • Subsurface Environmental conditions will continue to be monitored in existing sample wells. Corrective action as required. • Water temperature maintained in acceptable and historic range. 	<ul style="list-style-type: none"> • Flows range from a high of 2.86 cfs in May to a low of 1.01 cfs in October • Subsurface Analysis established contaminate baselines for Analytes: gasoline-, diesel-, and oil-range petroleum hydrocarbons (analyzed with methods NWTPH-Gx and NWTPH-Dx/DxExtended). • Other analytes: lead, arsenic, PCBs, chlorinated solvents and benzene, toluene, ethel benzene, and xylene, commonly referred to as BTEX

Logic Model

Proposal: Donkey Creek and Austin Estuary Restoration					
Link to EPA Strategic Plan	Resources / Input	Activities	Stated Outputs (with targets)	Anticipated Outcomes (with targets)	Baseline
Goal 4-Healthy Communities and Ecosystems; Objective 4.3 - Ecosystems. Protect, Sustain, and Restore the Health of Natural Habitats and Ecosystems					
Sub-objective 4.3.1=Protect and Restore Ecosystems	<ul style="list-style-type: none"> • Puget Sound Watershed Management Assistance Program funding • RCFB Aquatic Lands Enhancement funding • USFWS funding • US DOT funding 	<ul style="list-style-type: none"> • Creek and Estuary Restoration in accordance with workplan 	<ul style="list-style-type: none"> • Final PS&E • Advertise for Proposals (Estuary – Spring 2010) • Advertise for Proposals Creek Daylighting – (Summer 2010) • Advertise Proposals for Upstream Mitigation 	<ul style="list-style-type: none"> • Estuary Restoration – (Summer 2010) • Trails & Bridge Completion - (Fall 2011) • Upstream Mitigation Complete - (Summer 2011) 	<ul style="list-style-type: none"> • 500' upstream degraded stream and riparian zone. • 300' buried stream. • Bulkheaded Estuary

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

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

WHEREAS, Pierce County READS will be a focused 10-week period, January 25 – April 3, 2010, when people throughout the county will read the selected award-winning book, participate in free events, join with groups to discuss the book, and attend a free event to meet the nationally known, award-winning author on March 27, 2010 at 7 p.m. with the full schedule of events and activities available at www.piercecountylibrary.org; and

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

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

NOW, THEREFORE, I, Charles Hunter, Mayor of the City of Gig Harbor, do proclaim January 25th through April 3, 2010 as

Pierce County READS

in recognition of Pierce County Library System and The News Tribune's Pierce County READS, sponsored by Key Foundation, a foundation funded by KeyBank and invite all citizens of Gig Harbor to join me in this special observance. In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 25th of January.

Mayor, City of Gig Harbor

Date

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, the arts enhance life in Gig Harbor by improving the economy, attracting tourism, enriching communities, uplifting our spirits, and contributing to the education of our children; and

WHEREAS, research shows that the arts education helps students develop critical 21st century skills and supports learning in other core subjects; and

WHEREAS, arts and creativity are essential to attract and retain the creative and innovative workforce necessary to ensure Washington's strength in the global economy; and

WHEREAS, arts organizations and artists are active and creative partners as communities develop civic amenities to ensure vibrant and livable communities and a high quality of life for all residents of Gig Harbor

WHEREAS, since 1961, the Washington State Arts Commission has strengthened the arts for the benefit of all residents today and into the future;

NOW THEREFORE, I Chuck Hunter, Mayor of Gig Harbor, do hereby proclaim February 2, 2010 as

Arts Day

in Gig Harbor and encourage all citizens to celebrate the arts.

Signed this 25th day of January, 2010.

Mayor, City of Gig Harbor

Date

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 01/07/2010

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20100430

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. LA FAMILIA LOPEZ, INC.	EL PUEBLITO FAMILY MEXICAN RESTAURANT 3226 HARBORVIEW DR STE 7 GIG HARBOR WA 98332 2182	358890	SPIRITS/BR/WN REST LOUNGE +
2. NEW ALBERTSON'S, INC.	ALBERTSON'S NO. 406 11330 51ST AVE NW GIG HARBOR WA 98332 7890	083474	GROCERY STORE - BEER/WINE
3. GNAS 2 CORP.	HY IU HEE HEE 4309 BURHAM DR GIG HARBOR WA 98335 0000	367497	SPIRITS/BR/WN REST LOUNGE -
4. 7 SEAS BREWING LLC	7 SEAS BREWING COMPANY 3207 57TH ST CT NW UNIT B GIG HARBOR WA 98335 0000	404873	MICROBREWERY
5. OLYMPIC DRIVE MART, INC.	OLYMPIC DRIVE MART 5119 OLYMPIC DR NW GIG HARBOR WA 98335 1704	080805	GROCERY STORE - BEER/WINE
6. D & L JONES, INC.	BLAZING ONION, BEER, WINE, AND SPIRITS 4701 POINT FOSDICK DR NW GIG HARBOR WA 98335 2319	405241	SPIRITS/BR/WN REST LOUNGE +



Subject: Appointment to the Planning Commission

Proposed Council Action:

A motion for the appointment of Bill Coughlin to serve the remainder of a six-year term on the Planning Commission ending June, 2014.

Dept. Origin: Administration

Prepared by: Chuck Hunter, Mayor

For Agenda of: January 25, 2010

Exhibits: Application Packages

Initial & Date

Concurred by Mayor:

CLH 1/15/2010

Approved by City Administrator:

N/A

Approved as to form by City Atty:

N/A

Approved by Finance Director:

N/A

Approved by Department Head:

N/A

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

After serving for thirteen years, Dick Allen recently submitted a letter asking of resignation from the Planning Commission. His term expires June 2014. From the call for interested applicants, the city received two applications from Bill Coughlin and Steven Lynn.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

Because the Mayor make the recommendation for appointment, the Board did not meet.

RECOMMENDATION / MOTION

Move to: A motion for the appointment of Bill Coughlin to serve the remainder of a six-year term on the Planning Commission ending June, 2014.



Application for City of Gig Harbor Commissions, Boards or Committees

(Additional information and/or a resume may be submitted with this application)

Name Bill Coughlin
Physical Address 8904 FRANKLIN AVE Phone 858-2070
Mailing Address same
City G.H. State WA Zip Code 98332

How long have you resided in Gig Harbor? 16 yrs.
Are you a resident of the City Limits? Yes No How long? 16 yrs.

What is your interest/objective in serving on this Board or Commission? I believe that city is at a critical junction which has ignited my interest to serve as a means to help guide its future
What is your educational background? M.S. in Psychology and M.A. in Anthropology w/ a focus on cultural history

Do you have other civic obligations and/or memberships in professional organizations (please list office held, duties, and term of office)?
No present other civic obligations or memberships

What previous experience do you have serving on a board, committee or commission?
I have been on development committee, executive committee, V.P. & president of local private school board - Ecklon Boat steering Committee

Where are you currently employed (job title, employer, dates, supervisor, phone)?
Self-employed since 1994/working w/ Key Medical Concepts, Inc of Atlanta, GA since 2003

Boards, Committees and Commissions Interest

Please indicate which Boards, Committees or Commissions you would be interested in serving on.

- Arts Commission
- Building Code Advisory Board
- Design Review Board
- Lodging Tax Advisory Board
- Parks Commission
- Planning Commission
- Volunteer _____

Please return completed application to:

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

Applicant Signature [Signature] Date 10-15-09

(Over)

RECEIVED

OCT 15 2009

CITY OF GIG HARBOR

October 14, 2009

Honorable Chuck Hunter
Mayor, Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Dear Chuck,

I am submitting this letter to complete the application for a position on the Planning Commission.

To me the quality of life for my family and business is significantly affected by how we plan for growth of our community. I enjoy and treasure the historic nature of our waterfront district and realize the necessity of keeping the entire Gig Harbor area vibrant through our parks, businesses, and residential communities. I feel it is important in making good decisions that we understand, weigh, and balance the diverse ambitious opportunities for the future of our town with the concerns of our community members. I feel I can contribute as a member of the Planning Commission not only as a waterfront business owner perspective, but also from being engaged as an active member of our community.

I would appreciate your consideration. Molly has a copy of my completed application.

Thank you,



Steven Lynn

RECEIVED
OCT 15 2009

CITY OF GIG HARBOR

October 14, 2009

Honorable Chuck Hunter
Mayor, Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Dear Chuck,

I am submitting this letter to complete the application for a position on the Planning Commission.

To me the quality of life for my family and business is significantly affected by how we plan for growth of our community. I enjoy and treasure the historic nature of our waterfront district and realize the necessity of keeping the entire Gig Harbor area vibrant through our parks, businesses, and residential communities. I feel it is important in making good decisions that we understand, weigh, and balance the diverse ambitious opportunities for the future of our town with the concerns of our community members. I feel I can contribute as a member of the Planning Commission not only as a waterfront business owner perspective, but also from being engaged as an active member of our community.

I would appreciate your consideration. Molly has a copy of my completed application.

Thank you,



Steven Lynn



Application for City of Gig Harbor Commissions, Boards or Committees

(Additional information and/or a resume may be submitted with this application)

Name Steven Lynn
Physical Address 4821 105th Ave NW Phone 253-265-2071
Mailing Address 4821 105th Ave NW
City Gig Harbor State WA Zip Code 98335

How long have you resided in Gig Harbor? 15 years
Are you a resident of the City Limits? Yes No How long? _____

What is your interest/objective in serving on this Board or Commission? Please see attached sheet

What is your educational background? Please see attached sheet

Do you have other civic obligations and/or memberships in professional organizations (please list office held, duties, and term of office)?
Please see attached sheet

What previous experience do you have serving on a board, committee or commission?
Please see attached sheet

Where are you currently employed (job title, employer, dates, supervisor, phone)?
Please see attached sheet

Boards, Committees and Commissions Interest

Please indicate which Boards, Committees or Commissions you would be interested in serving on.

- Arts Commission
- Building Code Advisory Board
- Design Review Board
- Lodging Tax Advisory Board
- Parks Commission
- Planning Commission
- Volunteer _____

Please return completed application to:
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Applicant Signature *Steve Lynn* Date January 22, 2009
(Over)

Steven Lynn

Application for Planning Commission

What is your interest/objective in serving on this Board or Commission?

To me the quality of life for my family and business is significantly affected by how we plan for growth of our community. I enjoy and treasure the historic nature of our waterfront district and realize the necessity of keeping the entire Gig Harbor area vibrant through our parks, businesses, and residential communities. I feel it is important in making good decisions that we understand, weigh, and balance the diverse ambitious opportunities for the future of our town with the concerns of our community members. I feel I can contribute as a member of the Planning Commission not only as a waterfront business owner perspective, but also from being engaged as an active member of our community.

What is your educational background?

I graduated from Fenton High School in Bensenville, IL and received my BS, MS and PhD in Microbiology from the University of Illinois in Urbana-Champaign, IL. I did my post-doctoral training at Harvard Medical School in the Department of Microbiology and Molecular Genetics.

Do you have other civic obligations and/or memberships in professional organizations (please list office held, duties and term of office)? Yes.

Gig Harbor Historic Waterfront Association
President Inception through 2009
Gig Harbor/Peninsula Chamber of Commerce
Co-Chairperson Economic Development 2007 - current
Washington State Liquor Control Board Business Advisory Council
Member 2008 – current
Pierce County Library 2030 Community Leader Advisory Group for Gig Harbor/Key Peninsula

What previous experience do you have serving on a board, committee or commission?

I have served in numerous groups and non-profit organizations at the local and state level.
Gig Harbor Historic Waterfront Association
President Inception through 2009
Gig Harbor/Peninsula Chamber of Commerce
Co-Chairperson Economic Development 2007 – current
Member Bylaws Committee - current
Washington State Liquor Control Board Business Advisory Council
Member 2008 – current
Gig Harbor Waterfront Retail & Restaurant Association
Chairperson 5 Year Strategic Planning Committee
Chairperson Bylaws Committee
Washington State Liquor Control Board – Member Three Tier Task Force
Washington State Liquor Control Board – Member Business Advisory Council
Pierce County Library 2030 Community Leader Advisory Group for Gig Harbor/Key Peninsula

Where are you currently employed (job title, employer, dates, supervisor, phone)?

Water to Wine 9014 Peacock Hill Ave Suite 103A Gig Harbor, WA 98332. Co-Owner since 2005 and sole owner beginning 2009. 253-853-9463

Steven Lynn

Application for Planning Commission

References

Paul Kadzik

**3518 Harborview Dr
Gig Harbor, WA 98335**

**Dentist 253-851-6579
Councilmember**

Michael Fisher

**2823 Harborview Dr
Gig Harbor, WA 98335**

**Independent Business Consultant
253-851-2496**

John Hogan

**4423 Point Fosdick Suite 100-2
Gig Harbor, WA 98335**

**Gateway Capital 253-851-4557
Uptown Developer**



Subject: Resolution adopting an Interlocal Agreement with AWC RMSA for insurance Coverage.

Proposed Council Action:

Adopt the attached Resolution adopting an Interlocal Agreement with AWC RMSA.

Dept. Origin: Administration

Prepared by: Molly Towslee, City Clerk ^{mt}

For Agenda of: January 25, 2010

Exhibits: Resolution

Initial & Date

Concurred by Mayor: CLH 1/19/10

Approved by City Administrator: RJK

Approved as to form by City Atty: ok by e-mail 1/18

Approved by Finance Director: AR 1/19/10

Approved by Department Head: _____

Expenditure	Amount	Appropriation
Required \$373,635.00	Budgeted \$374,000.00	Required \$0

INFORMATION / BACKGROUND

The Association of Washington Cities, Risk Management Services Agency (AWC RMSA) is a municipal self-insurance pool formed January 1, 1989, under RCW 48.62 to provide property and liability insurance coverage to participating members of the AWC. The RMSA is not an insurance company.

Since its inception in 1989, due to a hardening insurance market for public entities, the RMSA has provided property and liability coverage for its members. In addition to liability coverage for elected officials and the decisions they make, other coverage includes property insurance for city buildings and treatments plants, and automobile coverage for vehicles and mobile equipment. Fidelity coverage is also provided that covers employee dishonesty claims, robbery and theft from premises claims, boiler, power plants, and waste water treatment equipment claims from all manner of exposures including earthquake and flood.

Other program benefits include land use and personnel hotlines, elected official, personnel and police training, grants program, loss control assistance, video library, pre-litigation assistance and contract review.

The program currently has 89 members with a total population of just over 200,000 citizens. The City of Gig Harbor is a member of the RMSA since January 16, 1997.

Over time, there have been ongoing concerns over the governance of the RMSA in relationship to the actual stakeholders of the pool (members) not being the exclusive governing body of the entity. Prior to this update of the Interlocal Agreement, the Association

of Washington Cities Board of Directors served as the governing body of the RMSA regardless of whether they were members of the pool.

The AWC RMSA Interlocal Agreement has been updated to address representation concerns as noted above and to be consistent with new and updated Washington Administrative Code (WAC 82.60.02023, effective January 14, 2010). WAC 82.60-02023 Standards for operation read that the governing body of every joint self-insurance program shall be elected by a majority of the members.

AWC staff and counsel reviewed the RMSA governing documents and took a step-by-step approach to coordinate updates to both the Interlocal Agreement and the Bylaws. Some items that were in the Bylaws are now in the Interlocal Agreement and vice-versa.

Revisions to Interlocal Agreement are summarized as follows:

- Clarifies the relationship between the AWC as sponsoring entity and third-party administrator;
- Defines Assessment (not premium) as the monies paid by members to the Agency;
- Board of Directors defined as duly elected members of the Agency;
- Defines Fiscal Year as that period of time from January 1 to December 31;
- Defines the Operating Committee as the standing committee of the Agency;
- Defines the principal executive office of the Agency as the AWC offices;
- Updates powers of the agency to reflect consultation with Washington State Risk Manager;
- Defines power, duties and responsibilities of the Board of Directors and reduces the number of directors from nineteen (19) to seven (7) who shall be elected officials representing members of the agency;
- Amends the number of Operating Committee members to consist of nine (9) members;
- Adds that members must abide by the rules and regulations of RCW 48.62 and WAC 82.60;
- Requirement that Agency members must maintain membership in the Association of Washington Cities moved from Bylaws to Interlocal Agreement;
- Cooperation clause moved from the Bylaws to the Interlocal Agreement;
- Removed outdated language relative to creation of the Agency;
- Defense of agents moved from Bylaws to Interlocal Agreement;
- Clarifies termination of Member by Agency and includes the ability to seek input from the Operating Committee prior to taking action to terminate Member.

The City of Gig Harbor has enjoyed an excellent working relationship with the Association of Washington Cities Risk Management Agency for several years. This resolution is the formal adoption of the new Interlocal to provide insurance coverage to the City of Gig Harbor.

FISCAL CONSIDERATION

This expenditure was anticipated in the 2010 Budget.

RECOMMENDATION / MOTION

Move to: Adopt the attached Resolution adopting an Interlocal Agreement with AWC RMSA.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF GIGHARBOR APPROVING
THE INTERLOCAL AGREEMENT WITH THE ASSOCIATION
OF WASHINGTON CITIES (AWC) RISK MANAGEMENT
SERVICES AGENCY (RMSA) AND ITS MEMBERS.**

WHEREAS, the RMSA is a municipal self-insurance pool formed January 1, 1989, under RCW 48.62 to provide property and liability insurance coverage to participating members of the AWC; and

WHEREAS, the AWC RMSA offers coverage for its members to provide cost stability and the potential for long-term savings for the following property and liability coverage; and

WHEREAS, the RMSA is sponsored by the Association of Washington Cities as a service to Washington cities and towns; and

WHEREAS, the City of Gig Harbor has reviewed the AWC RMSA Interlocal agreement with legal counsel for compliance with City Ordinances; and

WHEREAS, the City of Gig Harbor has determined that the Interlocal Agreement would be beneficial in managing the municipal risks involved in providing services to its citizens;

NOW, THEREFORE, the City of Gig Harbor does hereby agree to enter into and abide by the Interlocal Agreement, which constitutes a contract between the city and the AWC RMSA. The Interlocal Agreement will become effective in 2010.

PASSED by the City Council this 25th day of January, 2010.

APPROVED:

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____
ANGELA S. BELBECK

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

**INTERLOCAL AGREEMENT
OF THE ASSOCIATION OF WASHINGTON CITIES
RISK MANAGEMENT SERVICE AGENCY**

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**INTERLOCAL AGREEMENT:
OF THE ASSOCIATION OF WASHINGTON CITIES
RISK MANAGEMENT SERVICE AGENCY**

PREAMBLE

THIS AGREEMENT is made and entered into in the State of Washington by and among the members organized and existing under the Constitution or laws of the State of Washington, hereinafter collectively referred to as "Members", and individually as "Member", which are parties signatory to this Agreement. Said Members are sometimes referred to herein as "Parties".

RECITALS

WHEREAS, Ch. 48.62 RCW provides that two or more local governmental agencies may, by Interlocal Agreement, provide insurance for any purpose by one or more of certain specified methods;

WHEREAS, the Association of Washington Cities, the sponsoring entity, of the Risk Management Service Agency ("Agency"), would like to maintain the long-standing relationship that has been achieved over the years because of the mutual goals of both entities, which is to support all cities and towns in Washington State;

WHEREAS, the Association of Washington Cities as sponsor of the Agency desires to provide its Members, as well as other Local Governmental Entities, the opportunity to jointly self-insure or pool their primary risks to enhance their ability to control their insurance programs and coverages;

WHEREAS, each of the parties to this Agreement desires to join together with the other parties for the purpose of pooling their self-insured losses and jointly purchasing excess insurance and administrative services in connection with a joint protection program for said parties; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement to do so;

NOW, THEREFORE, in consideration of all of the mutual benefits, covenants and agreements contained herein the parties hereto agree as follows:

**ARTICLE 1
Definitions**

The following definitions shall apply to the provisions of this Agreement:

- 1.1 **"Administrative Agent,"** shall mean the Association of Washington Cities that provides third party administration (TPA) services to the Agency.
- 1.2 **"Agency"** shall mean the Association of Washington Cities Risk Management Service Agency (RMSA).
- 1.3 **"Assessment"** shall mean the moneys paid by the members to the Agency.
- 1.4 **"Association"** shall mean the Association of Washington Cities.
- 1.5 **"Board of Directors"** or "Board" shall mean the governing body of the Risk Management Service Agency (RMSA) as duly elected by the members of the Agency.

- 1.6 **"Claims"** shall mean demands made against the Agency arising out of occurrences which are within the Agency's Joint Protection Program as developed by the Board of Directors.
- 1.7 **"Excess insurance"** shall mean that insurance purchased or other financing arrangements made on behalf of the Agency to protect the funds of the Agency against catastrophes or against an unusual frequency of losses during a single year.
- 1.8 **"Fiscal Year"** shall mean that period of 12 months, from January 1 to December 31, which is established as the fiscal year of the Agency.
- 1.9 **"Insurance"** shall mean and include self-insurance through a funded program and/or commercial insurance contract.
- 1.10 **"Joint Protection Program"** shall mean the program established by the Board of Directors and intended to address the general operation of the Agency.
- 1.11 **"Local Governmental Entity"** shall mean every unit of local government, both general purpose and special purpose, and shall include, but not be limited to, counties, cities, towns, port districts, public utility districts, water districts, sewer districts, fire protection districts, irrigation districts, metropolitan municipal corporations, conservation districts, and other political subdivisions, governmental subdivisions, municipal corporations, and quasi municipal corporations.
- 1.12 **"Operating Committee"** shall mean the standing committee of the Agency.
- 1.13 **"Signatory"** or **"Signatories"** shall mean those parties who sign this Agreement, including execution by Counterpart, thereby becoming a Member of the Agency bound by the terms of this Agreement.

ARTICLE 2

Purposes

- 2.1 This Agreement is entered into by the Members to provide for self-insurance pooling and/or the economical purchase of primary Insurance and/or Excess Insurance coverage for all forms of Insurance available or required by law for Local Governmental Entities and for which state law authorizes the formation of pooling organizations to provide such Insurance, to reduce the amount and frequency of the Members' losses, and to decrease the cost incurred by the Members in the handling and litigation of claims. This purpose shall be accomplished through the exercise of the powers of the Members jointly in the creation of a separate public Agency, the Association of Washington Cities Risk Management Services Agency, to direct and administer a Joint Protection Program wherein the Members will engage in certain activities, including but not limited to the following:
 - 2.1.1 Pool their losses and Claims;
 - 2.1.2 Jointly purchase Excess Insurance; and
 - 2.1.3 Jointly purchase administrative and other services including:
 - 2.1.1.1 Claims adjusting;
 - 2.1.1.2 Data processing;
 - 2.1.1.3 Risk management consulting;
 - 2.1.1.4 Loss prevention;

- 2.1.1.5 Legal; and
- 2.1.1.6 Miscellaneous related services.

- 2.2 It is also the purpose of the Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional Local Government Entities organized and existing under the Constitution or laws of the State of Washington as may desire to become parties to this Agreement and members of the Agency, subject to approval by the Board of Directors.
- 2.3 It is also the purpose of this Agreement to provide, to the extent permitted by law, that the Agency may, at the discretion of its Directors, contract with non-member Local Government Entities in the State of Washington.

**Article 3
Agency Offices**

- 3.1 **Principal Executive Office**
The principal executive office for the transaction of business of the Agency shall be located at 1076 South Franklin, Olympia, WA 98501. The Administrative Agent in cooperation with the Board of Directors of the Agency shall have the authority to change the location of the principal executive office from time to time.
- 3.2 **Other Offices**
Other business offices may be at any time be established by the Administrative Agent in cooperation with the Board of Directors of the Agency at any place or places where the Agency is qualified to do business.

**ARTICLE 4
Parties to Agreement**

Each party to this Agreement certifies that it intends to and does contract with all other parties who are Signatories of this Agreement and, in addition, with such other parties as may later be added to and Signatories of this Agreement pursuant to Article 14. Each party to this Agreement also certifies that the deletion of any party from this Agreement, pursuant to Articles 16 and 17, shall not affect this Agreement nor such party's intent to contract as described above with the other parties to the Agreement then remaining.

**ARTICLE 5
Term of Agreement**

This Agreement shall become effective on January 1, 2010, and shall be of unlimited duration, but not less than one year, and will continue unless terminated as hereinafter provided in Article 19.

**ARTICLE 6
Financial Obligations of Agency**

Pursuant to Ch. 48.62 RCW, of the State of Washington, the debts, liabilities, and obligations of the Agency shall not constitute debts, liabilities, or obligations of any party to this Agreement.

**ARTICLE 7
Powers of the Agency**

- 7.1 Agency shall have the powers provided for by law and is hereby authorized to do all acts necessary for the exercise of said powers, including, but not limited to, any or all of the following:
 - 7.1.1 Contract or otherwise provide for risk management and loss control services;

- 7.1.2 Contract or otherwise provide legal counsel for the defense of Claims and/or other legal services;
 - 7.1.3 Consult with the Washington State Risk Manager and State Auditor;
 - 7.1.4 Jointly purchase Insurance coverage in such form and amount as the organization's participants may by contract agree;
 - 7.1.5 Incur debts, liabilities, or obligations;
 - 7.1.6 Acquire, receive, hold, or dispose of property, funds, services, and other forms of assistance from persons, firms, corporations, and governmental entities;
 - 7.1.7 Sue and be sued in its own name;
 - 7.1.8 Hire employees and agents; and
 - 7.1.9 Exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law.
- 7.2 Said powers shall be exercised to the terms hereof and in the manner provided by law.

ARTICLE 8

The Board of Directors and their Powers and Responsibilities

- 8.1 The Agency, its funds and service programs shall be administered by a Board of Directors.
- 8.2 **Number of Directors**
There shall be seven (7) Directors of the Agency, who shall be elected officials representing members of the Agency.
- 8.3 **Acceptance of Appointment by Directors**
Each Director shall sign a document accepting their appointment as Director and agreeing to abide by the terms and provisions of this Interlocal Agreement and the Bylaws.
- 8.4 **Powers and Responsibilities of the Board of Directors**
The Board of Directors of the Agency shall have the following powers and functions:
 - 8.4.1 The Board shall have the power to review, amend, modify, adopt, override, or reject the Operating Committee's recommendations.
 - 8.4.2 The Board shall review, modify if necessary, and approve the annual operating budget of the Agency.

The Board shall receive and review periodic accountings of all funds of the Agency.
 - 8.4.3 Annually the Board shall review, amend, adopt, or reject the Operating Committee's recommendation of the assessment rate to be charged to the members of the Agency.
 - 8.4.4 The Board shall review, modify if necessary, and approve the Joint Protection Program (JPP), which identifies Agency and Member coverages, the Agency's Bylaws, and manuals.

- 8.4.5 The Board shall have the power to conduct all business on behalf of the Agency which the Agency may conduct under the provisions hereof and pursuant to law.
- 8.4.6 The Board shall determine and select all necessary Insurance, including Excess Insurance, necessary to carry out the Joint Protection Program of the Agency.
- 8.4.7 The Board shall have authority to contract for or develop various services for the Agency, including, but not limited to, an administrative agent, claims adjusting, loss control, risk management consulting services, independent actuary services, independent claims auditing services, and general counsel.
- 8.4.8 The Board shall have such other powers and functions as are provided for in this Agreement or those which are necessary to implement the purposes of this Agreement, including, but not limited to, the power to authorize contracts.

**ARTICLE 9
Operating Committee**

The Operating Committee shall consist of nine (9) representatives from Member entities participating in the Agency. All members of the Operating Committee shall be appointed officials not elected officials. It is the Board's intent that the committee assists the Board and/or the Administrative Agent, with the operations of the Agency and to keep the Board advised on all aspects of Agency operations including professional standards.

**ARTICLE 10
Coverage**

- 10.1 The type and limits of the Insurance coverage provided for Members by the Agency shall be established by the Board of Directors.
- 10.2 The Board may arrange purchase of a group policy for Members interested in obtaining additional types or limits of coverage at additional cost to those participating Members. Such additional cost may include an administrative fee for the Agency's services.
- 10.3 The Board may arrange for the purchase of any other Insurance or services deemed necessary to protect the Agency or funds held by the Agency against catastrophe.

**ARTICLE 11
Bond Requirements**

The Board may require that the Administrative Agent authorized to disburse funds of the Agency, provide a fidelity bond in the amount as set by the Board, and provide that such bond be paid by the Agency.

**ARTICLE 12
Responsibility of the Agency**

The Agency shall perform the following functions in discharging its responsibilities under this Agreement:

- 12.1 Provide Insurance coverage as deemed necessary, including but not limited to a self-insurance fund and commercial insurance, as well as excess coverage and other insurance, such insurance, to be arranged by negotiation or bid, and/or purchase, as necessary;
- 12.2 Assist each Member's designated risk manager with the implementation of the risk management functions within the Member entity;

- 12.3 Provide loss prevention, safety, and consulting services to Members as required;
- 12.4 Provide Claims adjusting and subrogation services for Claims covered by the Agency's Joint Protection Program;
- 12.5 Provide loss analysis by the use of statistical studies, data processing, and record and file-keeping services, to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;
- 12.6 Assist Members, as requested, with review of their contracts to determine sufficiency of indemnity and Insurance provisions;
- 12.7 Conduct risk management audits to review the participation of each Member in the program. The audit shall be performed by appointed Agency staff or, at the discretion of the administrative agency, and/or an independent auditor may be retained by contract to conduct the audits;
- 12.8 Provide for the defense of any civil action or proceeding brought against any officer, employee, Board member, or other agent of the Agency, in their official or individual capacity or both, on account of an act or omission within the scope of their agency as an agent of the Agency;
- 12.9 Abide by the rules and regulations as stated or hereinafter amended of RCW 48.62 and WAC 82-60; and
- 12.10 The Agency shall have such other responsibilities as deemed necessary by the Board of Directors in order to carry out the purposes of the Agreement.

ARTICLE 13
Responsibilities of Members

Members shall have the following responsibilities:

- 13.1 All Agency members must maintain membership in the Association of Washington Cities.
- 13.2 Each member shall appoint an employee of the member entity to be responsible for the risk management function within that member entity and to serve as a liaison between the Member and the Agency as to risk management.
- 13.3 Each Member shall maintain an active safety officer and/or committee, and shall consider all recommendations of the Agency concerning the development and implementation of a loss control policy to prevent unsafe practice(s).
- 13.4 Each Member shall maintain its own set of records, as a loss log, in all categories of loss to insure accuracy of the Agency's loss reporting system.
- 13.5 Each Member shall promptly pay its assessment and any readjusted amount promptly to the Agency when due. After withdrawal or termination, each Member shall pay promptly to the Agency its share of any additional assessment and accrued interest at a rate determined by the Board, when and if required of it by the Board.
- 13.6 Each Member shall provide the Agency with such other information or assistance as may be necessary for the Agency to carry out the Joint Protection Program under this Agreement.

- 13.7 Each Member shall in any and all ways cooperate with and assist the Agency, and any insurer of the Agency, in all matters relating to this Agreement and covered losses, and will comply with all Bylaws, rules, and regulations adopted by the Board of Directors.
- 13.8 All members shall cooperate with the Agency and assist with investigations, making settlements, and defense or prosecution of suits; cooperate and assist the Agency in enforcing any right of contribution, indemnity or subrogation in which the Agency may have an interest by virtue of a payment made pursuant to the Bylaws, interlocal agreement or the Joint Protection Program (JPP); attend hearings and trials and assist in the securing and giving evidence and obtaining the attendance of witnesses; use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss of or damage to the property herein insured.

ARTICLE 14 New Members

- 14.1 Additional Members shall be permitted to become Signatories to this Agreement, and to the Joint Protection Program. All potential members to the Agency must be members of the Association of Washington Cities or become members prior to acceptance into the Agency. The Directors shall allow entry into the program of new members approved by the Board of Directors at such time during the year as the Board deems appropriate.
- 14.2 Members entering under this Article may be required to pay their share of expenses as determined by the Board, including those necessary to analyze their loss data and determine their assessment.

ARTICLE 15 Defense of Agents

For purposes of this article, "agent" means any person who is or was: a Director, an Operating Committee member, an officer, or an agent acting on behalf of the Agency or Administrative Agent.

- 15.1 The Agency shall provide for the defense of any agents and paying of any valid judgments and claims brought against any such agent arising from their actions or conduct in their official or individual capacity or both, on account of an act or omission within the scope of their responsibility; provided, however, this section shall not apply to those occurrences covered by an Agency policy of liability insurance or if the claim or judgment results from the intentional misconduct of said agent.

ARTICLE 16 Withdrawal

- 16.1 A Member signing this Agreement may not withdraw as a party to this Agreement and as a Member of the Agency for a one-year period commencing on the date said Member signs the Agreement.
- 16.1.1 After the initial one-year non-cancellable commitment provided pursuant to this Agreement, a Member may withdraw only at the end of any Fiscal Year, provided it has given the Agency a 12-month written notice of its intent to withdraw from this Agency.
- 16.2 A Member shall be entitled to withdraw from the Agency where it presents to the Board of Directors evidence demonstrating a material breach of contract by the Agency as regards its obligations to the Member. The Member shall be allowed to withdraw from the agency within ninety (90) days of any finding by the Board of Directors that a material breach of contract by the

Agency has occurred. The withdrawal of any Member under the conditions identified here shall not however free it from any and all requirements made of any withdrawing Member.

ARTICLE 17

Termination by Agency

- 17.1 The Agency shall have the right to terminate any Member's participation in the Joint Protection Program upon a motion approved by three-quarters (75%) vote of the entire Board of Directors. The Board of Directors may, prior to taking action on such a motion, request that the Operating Committee review and make recommendations to the Board on any allegation giving rise to the request to terminate, including failure to: comply with a written condition, disregard of safety or risk management standards, noncompliance with any provision of this Interlocal and/or the Bylaws of the Agency.
- 17.2 Any Member so cancelled shall be given one hundred eighty (180) days notice prior to the effective date of the cancellation. Any Member so cancelled shall have a period of up to six (6) months coverage under the terms of this or may affect alternate insurance or self-insurance arrangements if it so desires. Any Member so cancelled shall be treated as if it had voluntarily withdrawn.

ARTICLE 18

Effect of Withdrawal or Termination

- 18.1 The withdrawal of any Member from this Agreement shall not terminate the same.
- 18.2 No Member by withdrawing shall be entitled to payment or return of any assessment, consideration of property paid, or donated by the Member to the Agency, or to any distribution of assets.
- 18.3 The withdrawal of any Member shall not terminate its responsibility to contribute its share or assessment or funds to any fund or Insurance program created by the Agency until all Claims, or other unpaid liabilities, covering the period the Member was Signatory hereto have been finally resolved and a determination of the final amount of payments due by the Member or credits to the Member for the period of its membership has been made by the Board of Directors. In connection with this determination, the Board may exercise similar powers to those provided for in Article 17, *Termination by Agency*, of this Agreement.
- 18.4 Any withdrawing or terminated Member shall not be permitted to rejoin the Agency for a period of three (3) years.

ARTICLE 19

Termination and Distribution

- 19.1 This Agreement may be terminated at any time by the written consent of three-fourths (75%) of the Members, provided, however, that this Agreement and Agency shall continue to exist for the purpose of paying all debts and liabilities, disposing of all Claims, distributing net assets, and otherwise winding up and liquidating the affairs of the Agency. The Board of Directors is vested with all powers of the Agency during such winding up and liquidation, including the power to require Members, including those which are Members at the time the claim arose or at the time the loss was incurred, to pay their share of any additional amount of assessment deemed necessary by the Board for final disposition of all Claims, losses, and liabilities covered by this Agreement. Such additional assessment shall be determined and thereafter adjusted, if necessary.

- 19.2 Upon termination of this Agreement, all assets of the Agreement shall be distributed only among the parties that are Members of the Joint Protection Program, in accordance with and proportionate to their cash payments and property contributions made during the term of this Agreement. The Board shall determine such distribution within six (6) months after the last pending claim or loss covered by this Agreement has been finally disposed of.
- 19.3 The Board is vested with all powers of the Agency for the purpose of winding up and dissolving the business affairs of the Agency. These powers shall include the power to require Members, including those which were Members at the time the claim arose or at the time the loss was incurred, to pay their share of any additional amount of assessment deemed necessary by the Board for final disposition of all Claims and losses covered by this Agreement. A Member's share of such additional assessment shall be determined on the same basis as that provided for annual assessments, and shall be treated as if it were the next year's annual assessment for that Member.

ARTICLE 20

Bylaws and Manual

The Board has developed Agency Bylaws and a policy and procedure manual that governs the day-to-day operations of the Agency. Each Member shall receive a copy of any Bylaws, policy statement, or manual developed under this Article.

ARTICLE 21

Notices

Notices to Members hereunder shall be sufficient if mailed to the last address, or electronic mail, provided to the Agency by the respective Member postal mail will be deemed received three (3) days after mailing.

ARTICLE 22

Amendment

This Agreement may be amended at any time by the written approval of three-quarters (75%) of all Members of the Agency.

ARTICLE 23

Enforcement

The Agency is hereby granted the authority to enforce this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the Bylaws against any City Member which signed this Agreement, the substantially prevailing party in such dispute shall be entitled to its costs and reasonable attorney's fees.

ARTICLE 24

Prohibition Against Assignment

No Member may assign any right, claim, or interest it may have under this Agreement, except to a successor entity following reorganization. No creditor, assignee, or third-party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, fund, assessment, or asset of the Agency. Should any participating Member reorganize in accordance with the statutes of the State of Washington, the successor in interest, or successors in interest, may be substituted as a Member upon approval by the Board.

ARTICLE 25

Severability

In the event that any article, provision, clause, or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not

affect the validity or enforceability with respect to other articles, clauses applications, or occurrences, and this Agreement is expressly declared to be severable. **Consent Agenda - 6**
Page 17 of 17

ARTICLE 26
Agreement Complete

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

ARTICLE 27
Signature in Counterparts

This Agreement may be executed in any number of Counterparts and each of such Counterparts shall for all purposes constitute one Agreement, binding on all Members, notwithstanding that all Members are not Signatories to the same Counterpart. All references herein to this Agreement are deemed to refer to all such Counterparts.

ARTICLE 28
Authorization of Signature

Each Member signing this Agreement has passed the required Ordinance or Resolution authorizing and approving this Agreement, a certified copy of which Ordinance or Resolution is attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by authorized officials thereof.

Association of Washington Cities (AWC)
Risk Management Service Agency (RMSA)

By 

Date 12/16/2009

(Member Name)

By _____

_____, Mayor
(Printed name)

Date _____

RESIDENTIAL RENTAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation, hereinafter referred to as "Landlord," and Philip Schaaf, hereinafter referred to as "Tenant."

IN CONSIDERATION OF the following terms and conditions, the parties agree as follows:

1. **Premises Leased - Use.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the property located at:

9702 Crescent Valley Drive NW
Gig Harbor, WA 98332

(the "Premises"). Tenant shall use the property for residential purposes only and Tenant shall comply with all federal, state, and local laws and regulations with respect to use of the premises. Tenant shall not use the premises for any illegal use.

2. **Term.** This Rental Agreement shall commence on March 1, 2010, for a one-year initial term and shall continue thereafter on a month-to-month basis until terminated by either party as provided below.

3. **Rent.**

A. **Rental Amount; Leasehold Excise Tax.** The monthly rental shall be \$ 850.50 per month (\$756 in base rental plus \$94.50 in state leasehold excise tax), due and payable in full in advance on the 1st day of each month, commencing on March 1, 2010.

B. **Place for Payment.** The rent shall be paid to Landlord at the following address: Finance Department, City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335, or such other address as Landlord may designate from time to time in writing.

C. **Late Charge.** If the total rent is not received by the close of business on the seventh day of each month, there will be a Thirty-five Dollar (\$35) charge, plus \$10 per day after the 7th, with a maximum amount of Seventy-five Dollars (\$75), in addition to the full amount of the rent. This provision in no way waives Landlord's right to collect the rent on the day it is due.

D. **Returned Checks.** If any rent check is returned to Landlord for insufficient funds, Landlord may, at its option, require that all future rent payments be made in cash, by money order, or by certified or cashier's check. Tenant agrees to pay

Landlord a penalty of Twenty-five Dollars (\$25) for each check given by Tenant to Landlord and returned for insufficient funds. Landlord shall have no obligation to re-deposit any check returned for insufficient funds. In addition to the penalty, Landlord reserves the right to terminate this Rental Agreement for nonpayment of rent. Landlord shall notify Tenant of late rent or NSF check charges and Tenant shall pay the same within five (5) days after Landlord mails notice of such charges to Tenant at the premises address.

E. **Rent Increases.** Landlord may increase the monthly rental upon thirty (30) days written notice to Tenant after the initial term of one year.

4. **Utilities.** The Tenant shall, in addition to the rent, pay for all public utilities charged against the Premises .

5. **Condition of Premises.** Tenant agrees that Tenant has made an inspection of the premises and accepts the same in its present state. If Tenant has noted any damage or lack of repair in the premises, a list of such damage or items to be repaired has been agreed to by Tenant and Landlord and is attached to this Rental Agreement. If no such list is attached, Tenant agrees that the premises have no such damage or defects and that there are no repairs required to be made by Landlord.

6. **Nonrefundable Fee.** Tenant agrees to pay a nonrefundable fee in the amount of \$ 0 for cleaning of carpets and blinds/drapes. This nonrefundable fee will not be returned to the Tenant under any condition.

7. **Security Deposit.** The Tenant hereby agrees to pay a security deposit in the amount of \$ 850.00 , payable in three installments of \$233.34, \$233.33 and \$233.33, due on March 1, April 1 and May 1, 2010, respectively, for the performance of the Tenant's obligations as described in this Agreement. The sum shall be deposited by the Landlord in a trust account at the City's bank (Bank of America, Point Fosdick Drive, Gig Harbor). The Tenant shall not be entitled to any accrued interest on such deposit. If the Tenant has complied with all requirements of this Agreement, the deposit shall be refunded to Tenant or applied first to any damages or cleaning, beyond normal wear and tear, or second, to any rent delinquency subject to the following terms and conditions:

A. Tenant shall fulfill the term of the Agreement.

B. Tenant shall return to the Landlord all keys provided during the tenancy. There will be a Fifteen Dollar (\$15) charge for each key not returned by Tenant.

C. Resident shall clean and restore the Premises to its original condition at the commencement of this tenancy, less normal wear and tear. The Tenant agrees that soilage, including, but not limited to: dirt, pet-related damage and smoke-related damage, is not considered normal wear and tear.

D. Tenant shall have remedied or repaired to Landlord's satisfaction any damage to the Premises or furnishings.

E. Tenant shall have replaced any lost or missing items of furnishings or equipment including personal property of the Landlord, provided during tenancy.

F. In the event the Landlord is damaged by a breach of this Agreement, or is otherwise entitled by law to recover damages from the Tenant, all or a portion of the deposit shall be applied to such damages.

G. Tenant shall have complied with all of the provisions of this Agreement and other such rules and regulations as the Landlord may deem necessary.

Within fourteen (14) days after the termination of the residency and vacation of the Premises, the Landlord shall mail to the Tenant's last known address, a full and specific statement of the basis for retention of any or all of the Security Deposit, together with the payment of any refund due the Tenant. The Landlord shall have the right to proceed against the Tenant to recover sums exceeding the amount of the Tenant's deposit for cleaning, painting, or repairs to the property and replacement of lost or missing items, for which the Tenant is responsible, together with attorneys' fees as provided by law. If more than one person rents the apartment, the Tenants agree that they will work out the details of any refund among themselves and that Landlord may pay the refund to any Tenant identified in this Lease.

8. **Landlord's Duty to Repair and Maintain Premises**. Landlord warrants that the premises are clean and fit for human habitation and that Landlord will comply with all state and local laws regarding maintenance and repair of the premises. Tenant shall immediately notify Landlord of any needed repairs by sending written notice to Landlord at the address set forth in Subparagraph 3(B) above.

9. **Tenant's Responsibilities**. In addition to other obligations stated in this Agreement, the Tenant, and other members of the Tenant's household and Tenant's guests and invitees are obligated to:

A. Keep the Premises, the house and grounds in a clean and sanitary condition, and to comply with all laws, health regulations and policies concerning the Premises, the home and the community;

B. Properly dispose of rubbish, garbage and all other waste in a clean and sanitary manner at reasonable and regular intervals and place all waste in the containers designated for such use according to applicable schedules;

C. Assume all extermination and fumigation costs for any Tenant-caused infestation;

D. Properly use and operate all electrical, gas, heating, plumbing and other fixtures and appliances;

E. Report promptly to the Landlord any breakage, damage to the Premises or a portion of the Premises, or any equipment in need of repair, including but not limited to, smoke detector systems;

F. Not make alterations to the Premises without written permission from the Landlord;

G. Not allow any pets in the Premises without the Landlord's written permission.

10. **Smoke Detection Devices.** The Premises is equipped with a smoke detection device as required under RCW 43.44.110. The Tenant shall maintain smoke detection device(s) in proper operating condition, including replacement of any batteries. Failure to comply with this requirement may subject the Tenant to a fine of up to \$200 in accordance with RCW 43.44.110.

11. **Alterations.** Tenant shall make no substantial alterations, additions, or improvements without the prior written consent of Landlord. Any such permitted alterations, additions, or improvements shall become the property of Landlord upon termination of this Rental Agreement.

12. **Entry by Landlord.** Landlord shall give Tenant at least 48 hours advance notice before entering Tenant's premises for purposes of inspection, making repairs or improvements, or supplying necessary or agreed services. Landlord shall give Tenant 24 hours advance notice for purposes of showing the premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors. Landlord need give no advance notice to Tenant before entering the premises in the case of an emergency threatening life or property. Tenant shall not unreasonably withhold consent to Landlord's entry. Except in the case of an emergency threatening life or property, Landlord shall enter only at reasonable times. Tenant shall not install any additional locks on any door or windows of the Premises without the prior written permission of the Landlord.

13. **Subletting or Assignment.** Tenant shall not sublet the premises or assign Tenant's interest in this Rental Agreement without the prior consent of the Landlord, which consent shall not be unreasonably withheld.

14. **Destruction of Premises.** If the premises are substantially destroyed or otherwise rendered uninhabitable by the actions of a third party or by an act of God, either party may terminate this Rental Agreement immediately, in which case the rental shall be prorated as provided in Paragraph 3, the utilities which Tenant is to pay under Paragraph 4 shall be prorated, and the deposits shall be returned as provided in Paragraph 7.

15. **Liability and Substitution of Tenants.**

A. Tenant understands that it is the Tenant's responsibility to obtain renter's insurance covering personal property and Tenant further agrees that all personal property in the Premises shall be at the risk of the Tenant. Tenant further agrees not to hold the Landlord liable in any manner for or on account of any loss or damage sustained by action of any third party, fire, water, theft, or the elements or for loss of any article from any cause, from said Premises or any other part of said Premises. Neither shall the Landlord be liable for any injury to the Tenant, his/her family, guests, employees or any person entering the Premises, unless caused by the negligence of the Landlord, its agents or employees in the operation or maintenance of the Premises or surrounding property.

B. All persons who sign this Rental Agreement as tenants shall be jointly and severally liable under the terms of this Rental Agreement. Tenancy is restricted to those persons who have signed this Rental Agreement as tenants and their families or co-habitants. Prior written consent of Landlord is required to substitute tenants or increase the number of tenants. Substitute or additional tenants, when accepted, shall become additional signatories to this Rental Agreement.

16. **Hazardous Activities.** Tenant shall not undertake or permit his/her family or guests to undertake any hazardous acts or do anything that will increase the building's insurance premiums. If the Premises are damaged by inclement weather or any other act of God to the extent that the Premises cannot be lived in (which shall be determined by the Landlord), and the damage is not caused or made worse by the Tenant, then the Tenant shall be responsible for rent only up to the date of destruction. After destruction, the Landlord, in its sole discretion, may decide not to repair the Premises to a livable condition.

17. **Termination.**

A. **Twenty Day Notice.** Except as provided in Subparagraph (c) below, either party may terminate this Rental Agreement by giving the other party written notice at least twenty (20) days before the end of the rental term. The day on which the notice is given shall not be counted as part of the notice period.

B. **No Retaliatory Termination.** Landlord shall not terminate the tenancy to retaliate against Tenant for asserting or enforcing rights guaranteed by law or for reporting Landlord to any government agency. This paragraph shall not affect Landlord's ability to terminate the tenancy if Tenant fails to pay rent, fails to comply with any term of this Rental Agreement, commits waste, or maintains a nuisance.

C. **Termination to Comply with Act.** Any termination of this Rental Agreement by Landlord shall comply with the Washington Residential Landlord-Tenant Act (chapter 59.18 RCW) and any applicable local ordinances.

18. **Notices.** All notices required to be given by Tenant to Landlord under this Rental Agreement shall be given at the address set forth in Subparagraph 3(B) above.

All notices required to be given by Landlord to Tenant shall be given at the premises. Notices to be provided by Landlord to Tenant shall be delivered personally, given by mail, or posted on the premises in a conspicuous place, or any combination of these methods.

19. **Vacating the Premises.** Upon termination of this Rental Agreement, Tenant shall vacate the premises, return all keys to Landlord, remove all personal property and belongings of Tenant, and leave the Premises in the condition at least equal to that existing on the date of commencement of this Agreement.

20. **Changes to Rental Agreement.** After the initial term of this Agreement, Landlord reserves the right to make changes in this Rental Agreement upon the giving of thirty (30) days advance written notice to Tenant. Otherwise any changes to this Agreement must be made in writing and signed by both parties. Verbal agreements do not modify this Agreement.

21. **Disputes Arising From this Rental Agreement.** Landlord and Tenant may agree in writing to submit to mediation any dispute arising from this Rental Agreement or under the provisions of the Washington Residential Landlord-Tenant Act (chapter 59.18 RCW). In the event either party employs an attorney to enforce any terms of this agreement and is successful, the other party agrees to pay a reasonable attorney's fee. In the event of a trial, the amount shall be as fixed by the court.

22. **Waiver of Subrogation.** Landlord and Tenant hereby release and waive for the duration of this Rental Agreement their respective rights of recovery against each other for any loss resulting from perils of fire and/or any extended coverage as defined in fire insurance policies issued to either Landlord or Tenant in effect at the time of the loss, provided, that such waiver and release shall apply only in the event such agreement does not prejudice the insurance afforded by such policies.

23. **Lead-based Paint Disclosure.** Housing built before 1978 may contain lead-based paint. Lead-based paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, a landlord must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention. If the premises was built prior to 1978, Landlord discloses as follows (select one):

Landlord has no knowledge of any lead-based paint and/or lead-based paint hazards in the premises.

-or-

Landlord is aware that lead-based paint and/or lead-based paint hazards are present in the premises as follows: _____

_____. Landlord has does not have records or reports

pertaining to lead-based paint hazards. If Landlord has such records, Landlord will provide them to Tenant upon request.

24. **Smoke-free Policy.** Due to the increased risk of fire and the known health effects of second-hand tobacco smoke, smoking is prohibited in any area of the Property, whether enclosed or outdoors. This policy applies to Tenant, invitees and licensees, including but not limited to guests and service persons. The term "smoking" means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette or other tobacco product in any manner or in any form. By signing below, Tenant hereby acknowledges that this smoke-free policy is a rule of occupancy of this Agreement, and further agrees to comply with the policy and be responsible for enforcing this policy with all invitees and licensees who visit the Property. Landlord may terminate this Agreement in the event Tenant fails to abide by this policy.

25. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties relating to the rental of the Property. This Agreement supersedes all prior communications, contracts and agreements between the parties with respect to the rental of the Property, whether oral or written.

26. **Signatures.** The undersigned parties acknowledge that they have read this Rental Agreement and will comply with its terms.

DATE: _____, 20____.

TENANT

LANDLORD:

CITY OF GIG HARBOR

Printed:_____

Mayor Charles Hunter

ATTEST:

Printed:_____

Molly Towslee, City Clerk

Subject: Delegation of Signature Authority for Utility Maintenance Agreements and Temporary Construction Easements

Proposed Council Action:

Approve the Resolution authorizing the City Engineer to execute utility maintenance agreements and temporary construction easements

Dept. Origin: Public Works/Engineering

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



For Agenda of: January 25, 2010
Exhibits: Resolution

Initial & Date

Concurred by Mayor:

CLH 1/9/10

Approved by City Administrator:

PSK

Approved as to form by City Atty:

by email

Approved by Finance Director:

N/AOR 1/19/10

Approved by Department Head:

1/14/10

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

Several new developments require the execution of Stormwater Facilities Maintenance Agreements and Sanitary Sewer Facility Easement and Maintenance Agreements. These documents are in standard format and are routine in nature. Because these documents do not obligate the City financially, and because policy is already established, Administration proposes to have the City Engineer sign such agreements, ultimately saving staff time and City Council time by removing the need to bring them to the City Council for approval. In order to provide for additional administrative efficiency, Administration also proposes the delegation of signature authority for temporary construction easements. These easements also do not obligate the City financially, and City projects can benefit by having these temporary construction easements executed without delay. These agreements would also be reviewed as to form by the City Attorney.

FISCAL CONSIDERATION

No impact.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Approve the Resolution authorizing the City Engineer to execute utility maintenance agreements and temporary construction easements.

RESOLUTION NO. 821

**A RESOLUTION OF THE CITY OF GIG HARBOR,
WASHINGTON, AUTHORIZING THE CITY ENGINEER TO
EXECUTE UTILITY MAINTENANCE AGREEMENTS AND
AND TEMPORARY CONSTRUCTION EASEMENTS**

WHEREAS, in order to increase administrative efficiency within the City the City Council desires to authorize the City Engineer to execute various documents not obligating City funds; now, therefore,

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

Section 1. Authority to Execute Certain Documents. The City Engineer is hereby authorized to execute the following documents after approval by the City Attorney:

- a. Stormwater Facilities Maintenance Agreement and Restrictive Covenants;
- b. Sanitary Sewer Facilities Easement and Maintenance Agreements;
and
- c. Temporary Construction Easements.

RESOLVED this 25th day of January, 2010.

APPROVED:

MAYOR CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

Molly Towslee, City Clerk

FILED WITH THE CITY CLERK: 1/18/10
PASSED BY THE CITY COUNCIL: 1/25/10
RESOLUTION NO. 821

Subject: Dismissal of Askegard v. City of Gig Harbor

Proposed Council Action:

Authorize the Mayor to Execute the Release

Dept. Origin: Administration

Prepared by: Angela Belbeck

For Agenda of: January 25, 2010

Exhibits: Stipulation and Release documents

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

CLH 1/21/10
RJK
1/21/10
CP 1/21/10

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

INFORMATION / BACKGROUND

This council bill relates to signed settlement documents that the City received from the plaintiffs in Darcy Askegard v. City of Gig Harbor. This case involved tort claims of inference with business expectancy and negligent misrepresentation involving a 2003 proposal for a hair salon in the WC zone. The plaintiffs originally sought approximately \$200,000 in damages. They are now agreeing to dismiss the case with prejudice for nothing other than a release from the City. (The plaintiff desires a release because the City has a motion for sanctions pending.) The City will also be receiving a full release from the Askegards. Because the plaintiffs have asked the City to execute a release, action is needed to authorize the Mayor to sign the release. This settlement has been approved by AWC.

FISCAL CONSIDERATION

No impact.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to execute the Release.

ADDENDUM TO JANUARY 19, 2010 ASKEGARD RELEASE

In exchange for the receipt of the January 19, 2010 release from Darcy and Jeremy Askegard, the City agrees that it shall, and hereby does, mutually release, quit, and forever discharge the Askegards and their successors; past, present and future relations from any and all claims, demands, damages, actions, controversies, attorneys' fee claims, disputes, cause of action, or suits of any kind of nature whatsoever, whether known or unknown, asserted or not asserted, foreseen or unforeseen, whether past, present or future, which the City has, may have or could have had through the exercise of diligence, against the Askegards, pertaining to or arising from Pierce County Superior Court Cause No. 08-2-05052-7 or 07-2-13346-7. The City has no knowledge of any existing claims against the Askegards that have not been released herein. This addendum is binding on the City and its past, present and future officers, agents, employees, members, assigns, and attorneys.

City of Gig Harbor

By: _____

RELEASE

WHEREAS, plaintiff Darcy J. Askegard (hereinafter "Askegard") filed two lawsuits against the City of Gig Harbor (hereinafter the "City") under Pierce County Cause No. 07-2-13346-7 and 08-2-05052-7; and

WHEREAS, Askegard voluntarily dismissed her lawsuit in Pierce County Cause No. 07-2-13346-7; and

WHEREAS, the City has filed a motion for summary judgment and for sanctions in Pierce County Cause No. 08-2-05052-7, which motion scheduled for hearing on January 29, 2010; and

WHEREAS, the plaintiff Askegard has agreed to dismiss her lawsuit against the City with prejudice, under the terms and conditions set forth in this Release.

WHEREAS, Darcy J. Askegard is married to Jeremy Askegard, who is not expressly listed as a party in the above referenced actions; and

WHEREAS, Darcy J. Askegard and Jeremy Askegard shall collectively be referred to as the "Askegards"; and

TERMS

Section 1. Undertakings of Askegard. In consideration of the City's undertakings described in Section 2 below, Askegard agrees to dismiss her lawsuit against the City (*Askegard v. Gig Harbor*, Pierce County Cause No. 08-2-05052-7), with prejudice.

In addition, the Askegards agree that they shall, and hereby do, mutually release, quit, and forever discharge the City and the Association of Washington Cities Risk Management Services Agency (AWC-RMSA) and their successors; past, present and future officers, agents, employees, members, assigns, relations and attorneys of and from any and all claims, demands, damages, actions, controversies, attorneys' fee claims, disputes, cause of action, or suits of any kind or nature whatsoever, whether known or unknown, asserted or not asserted, foreseen or unforeseen, whether past, present or future, which Askegards have, may have or could have had through the exercise of diligence, against the City or AWC-RMSA, pertaining to or arising from Pierce County Superior Court Cause No. 08-2-05052-7 or 07-2-13346-7, including, but not limited to, any and all claims for damages and/or attorneys' fees under claims of negligence, chapter 64.40 RCW and 42 U.S.C. Section 1983 and 42 U.S.C. Section 1988. The Askegards have no knowledge of any existing claims against the City or the AWC-RMSA that have not been released under this Section. This Release is binding on the Askegards, their heirs, legal representatives and assigns.

Section 2. Conditions of Release. This Release is conditioned upon the City of Gig Harbor executing and presenting for entry the Stipulation and Agreed Order of Dismissal with Prejudice (hereinafter the "Stipulation"), in Pierce County Superior Court Cause No. 08-2-05052-7, substantially in the form attached hereto as Exhibit A, which is incorporated herein by this reference. This Release is further conditioned upon the City of Gig Harbor's agreement to strike its pending motion for sanctions upon receipt of this executed Release and the Stipulation referenced above. This Release shall be null and void, and the parties shall return to their respective positions in the pending litigation, if the City of Gig Harbor does not strike its pending motion, execute the Stipulation and present it for entry by January 27, 2010. This Release is being provided with the understanding that once the Plaintiffs have executed this Release and the Stipulation, the City's lawyers in the above-referenced litigation shall tentatively strike the pending motion for summary judgment and sanctions. The motion may be re-noted for a date no earlier than February 26, 2010 if the City fails to execute the Stipulation by January 27, 2010. If that should occur, this Release shall be null and void.

Section 3. Compromise of Claims. This Release is a compromise of disputed claims, and the execution and performance of this Release does not constitute and shall not be construed as an admission of liability, fault or responsibility by the either party. No party's actions in release and settlement of this litigation, including any actions or statements made in the negotiation of this Release, shall be used against that party or introduced in evidence in any court proceeding.

Section 4. Representation or Warranty. The Askegards acknowledge that no person or entity, nor any agent or attorney of any person or entity, has made any promise, representation or warranty whatsoever, express or implied, not contained in this Release concerning the subject matter hereof, to induce the Askegards to execute this Release. The Askegards further acknowledge that they have not executed this Release in reliance on any such promise, representation or warranty not contained herein.

Section 5. Authority to Execute. The Askegards represent that they have full power and authority to execute and deliver this Agreement on their behalf, and that they will defend and hold harmless the city from any claim that they were not fully authorized to execute this Agreement. Upon a proper execution and delivery, this Release will constitute as against the Askegards a valid, legal and binding obligation, and will be enforceable against the Askegards in accordance with the terms herein.

Section 6. Specific Performance. The Askegards acknowledges that damages are not an adequate remedy for breach of this Release, and that both the City may compel specific performance of all materials terms of this Release.

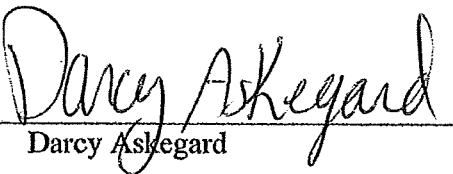
Section 7. Venue, Attorneys' Fees. This Release shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action arising out of or relating to this Release shall lie in Pierce County Superior Court. Askegard agrees that the prevailing party in any such litigation shall be reimbursed by the other party for its reasonable attorney's fees, expert witness fees and costs.

Section 8. Entire Agreement. Askegard agrees that this Release contains the entire agreement between the parties with respect to the subject matter hereof.

Section 9. Binding Nature of Release. Except as otherwise provided herein, this Release shall be binding upon and inure to the benefit of the City of Gig Harbor, its employees, officers, agents, representatives, successors, devisees, assigns.

Dated this 19 day of January, 2010.

PLAINTIFFS:

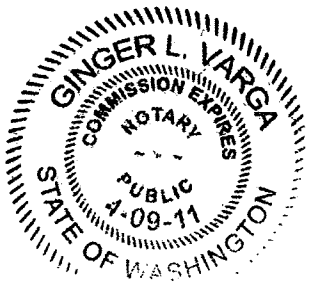
By: 
Darcy Askegard

By: 
Jeremy Askegard

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

DATED: January 19, 2010



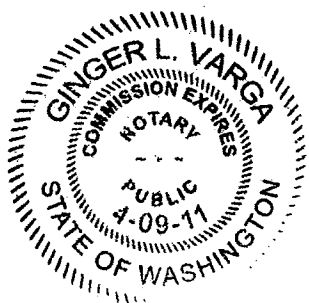
Ginger Varga
GINGER VARGA
(print or type name)

NOTARY PUBLIC, State of Washington
Residing at: Federal Way, WA 98003
My Commission expires: 4/9/11

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

DATED: January 19, 2010



Ginger Varga
GINGER VARGA
(print or type name)

NOTARY PUBLIC, State of Washington
Residing at: Federal Way, WA 98003
My Commission expires: 4/9/11

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SUPERIOR COURT OF WASHINGTON
FOR PIERCE COUNTY

DARCY ASKEGARD,

Plaintiff,

vs.

CITY OF GIG HARBOR, a Washington
municipal corporation,

Defendant.

No. 08-05052-7

STIPULATION AND ORDER
OF DISMISSAL WITH
PREJUDICE

STIPULATION

Plaintiff, Darcy Askegard, and the Defendant, City of Gig Harbor, by and through their undersigned counsel of record, hereby stipulate and agree that the above-captioned action has been fully compromised and settled. The parties further stipulate and agree that any conditions to the dismissal with prejudice have been satisfied and that the above-captioned action should be dismissed with prejudice and that each party shall bear its own costs and attorneys fees.

STIPULATION AND ORDER
OF DISMISSAL WITH
PREJUDICE - 1

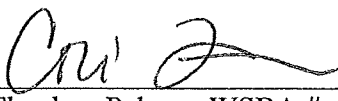
MORRIS & TARADAY, P.C.

P.O. Box 948, Seabeck, WA 98380-0948
Tel. 360-830-0328 · Fax 360-850-1099

1 DATED this 20 day of January, 2010.

2 MORRIS & TARADAY, P.C.

3
4 By: _____
5 Carol A. Morris, WSBA #19241
6 Jeffrey B. Taraday, WSBA #28182
7 Attorneys for Defendant
8 City of Gig Harbor

9
10 By:  _____
11 Cori Flanders-Palmer, WSBA #
12 Attorneys for the Plaintiff
13 Darcy Askegard

14 **ORDER**

15 THIS MATTER, having come before the Court upon the Stipulation of counsel for the
16 Plaintiff Darcy Askegard and Defendant City of Gig Harbor to dismiss the above captioned
17 lawsuit with prejudice, and the court having considered the Stipulation, reviewed the records
18 and files herein, and being fully advised of the premises; it is now hereby:

19 ORDERED that this lawsuit is DISMISSED WITH PREJUDICE, costs and attorneys'
20 fees to be addressed as set forth above.

21 SO ORDERED this _____ day of _____, 2010.

22
23
24 _____
25 JUDGE ROSANNE BUCKNER

STIPULATION AND ORDER
OF DISMISSAL WITH
PREJUDICE - 2

MORRIS & TARADAY, P.C.

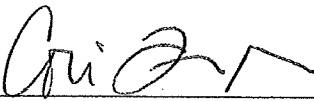
P.O. Box 948, Seabeck, WA 98380-0948
Tel. 360-830-0328 · Fax 360-850-1099

1 Presented by:

2 MORRIS & TARADAY, P.C.

3
4 By _____
5 Carol A. Morris, WSBA #19241
6 Jeffrey B. Taraday, WSBA #28182
7 Attorneys for Defendant

8
9
10 Approved as to form, Notice of
11 Presentation Waived:

12 By:  _____
13 Cori Flanders-Palmer, WSBA #
14 Attorneys for the Plaintiff
15 Darcy Askegard

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STIPULATION AND ORDER
OF DISMISSAL WITH
PREJUDICE - 3

MORRIS & TARADAY, P.C.

P.O. Box 948, Seabeck, WA 98380-0948
Tel. 360-830-0328 · Fax 360-850-1099

Subject: Conservation Easement Agreement between the City of Gig Harbor and the Gig Harbor Peninsula Historical Society

Proposed Council Action: Approve and authorize the Mayor to execute the Agreement between the City of Gig Harbor and the Gig Harbor Peninsula Historical Society

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton *AS*
Special Projects

For Agenda of: January 25, 2010

Exhibits: Conservation Easement Agreement
Exhibits A & B

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

CLH 1/21/2010
RJK
base mail 1/21/10
DR 1/21/10

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

INFORMATION / BACKGROUND

In October 30, 2006, an Agreement between the City and the Gig Harbor Peninsula Historical Society (GHPHS), in which the City agreed to purchase, and the Grantor agreed to convey, a conservation easement to the City for the public benefit. The purpose of the easement is to daylight Donkey Creek. This fulfills objective #20 in the Parks Development Section of the 2010 Budget.

FISCAL CONSIDERATION

none

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION / MOTION

Move to: Approve and authorize the contract with the Gig Harbor Peninsula Historical Society for the Conservation Easement.

Conservation Easement Agreement

THIS CONSERVATION EASEMENT, made this _____ day of _____, 2010, by and between the City of Gig Harbor, Washington (hereinafter the "City" or "Grantee"), a Washington municipal corporation, and the Gig Harbor Peninsula Historical Society, a nonprofit corporation organized under the laws of the State of Washington (hereinafter the "Grantor").

RECITALS

WHEREAS, the Grantor is the fee simple owner of a certain parcel of real estate located in the City of Gig Harbor, Washington, commonly known as the Harbor History Museum site (4121 Harborview Drive, Gig Harbor, WA 98335) and legally described as set forth in Exhibit A, which is incorporated herein by this reference ("the Museum Property" or "Property"); and

WHEREAS, the parties entered into an agreement on October 30, 2006, in which the City agreed to purchase, and the Grantor agreed to convey, a conservation easement to the City for the public benefit; and

WHEREAS, the parties intend to allow the City to assume control and responsibility for maintenance of the existing trees, shrubs, ground cover, or any additional vegetation or landscaping as installed by the City, all as agreed upon herein; and

WHEREAS, the City intends to restore this area and daylight the creek reopening it to the adjoining estuary to restore salmon habitat and bring it back to its historical, natural condition; and

WHEREAS, the purpose of this Conservation Easement Agreement is to protect existing and future trees and vegetation; individual trees; streams and adjacent buffer areas, wetlands and other sensitive natural features; and, to maintain existing natural conditions to protect plant habitats, water quality and wildlife for the benefit of the public and future generations; and

WHEREAS, the parties intend for the conditions and covenants contained in this Easement and Agreement to run with the land in perpetuity, and to be binding on all subsequent owners and occupants of the Property; and

WHEREAS, the Grantor is willing to impose upon the Creek Easement Area and Open Space Area (defined below) on the Museum Property the hereinafter stated conditions, limitations and easements; and

WHEREAS, it is the intent of the parties that a servitude be placed upon the herein above-described Property to the benefit of the City and the general public, which establishes perpetual control in the City to preserve, restore and enhance scenic views, natural conditions, open spaces, green areas, and natural habitat for flora and fauna.

NOW, THEREFORE, In consideration of the mutual promises set forth below, the parties agree as follows:

TERMS

Section 1. The Grantor does hereby convey to the City, and the City does hereby accept a perpetual, nonexclusive Conservation Easement ("Conservation Easement") on the Creek Easement Area of the Property as depicted on Exhibit B ("Creek Easement Area"), of the nature and character and to the extent hereinafter described, in exchange for the City's payment of Eighty Thousand Dollars (\$80,000.00). This Conservation Easement is not intended to impose liability on the City as an "owner" or "operator" as those terms are defined in RCW 70.105D. This Conservation Easement shall constitute a covenant running with the title of the Property to be a wetlands conservation, scenic land conservation, and open space easement, the purpose of which is to preserve, protect and maintain the general topography, trees, vegetation and scenic character of the landscape. Use of the Creek Easement Area is subject to the conditions and restrictions set forth below:

Section 2. The foregoing Recitals are agreed to and incorporated herein, and shall be binding upon the parties.

Section 3. The following activities and/or uses shall not occur within the Creek Easement Area:

- a) Unless otherwise allowed herein, timber cutting, clearing, grading, excavation or improvements shall not be permitted on the Creek Easement Area, except as permitted for the installation of drainage, public access or trail-way facilities contemplated herein. Regardless of the foregoing, the City acknowledges that a building currently exists on the Creek Easement Area. The building will be removed at City expense.
- b) No advertising signs or billboards shall be displayed or placed upon the Easement Area.
- c) No mining, industrial or commercial activity shall be conducted upon the Creek Easement Area.
- d) No dumping of ashes, trash, sawdust, leaves or other vegetative or solid waste material or other unsightly or offensive material shall be placed or permitted by the Grantor or Grantee to be placed or remain upon the Creek Easement Area.
- e) The Creek Easement Area shall not be used as a site for any sewage disposal facilities, major public utility installation, such as, but not limited to, electric generating plants, electric power transmission lines, gas generation pipes or facilities, gas storage tanks, microwave relay or minor public utility installations, such as, but not limited to, water, sewer, or natural gas pipelines, electric lines, pumping or relay facilities, utility poles and facilities, and the like.
- f) No fence, roadway or private drive shall be constructed upon the Creek Easement Area without the written consent of the City.
- g) No component of a septic system shall be located upon the Creek Easement Area.
- h) No diking, dredging, filling or removal of wetlands shall be allowed upon the Creek Easement Area.
- i) There shall be no alteration of any natural perennial stream allowed upon the Creek Easement Area.

j). No living trees or shrubs (of any size or type) shall be cut down, removed or destroyed without prior written consent from the City.

k) No plant materials (including, but not limited to, brush, saplings, undergrowth or non-woody vegetation) shall be mowed or cut down, dug up, removed or destroyed. Noxious weeds (limited to those weeds defined as "noxious" under Washington State or City of Gig Harbor laws or regulations) may be removed as required by law, but the method of removal must be consistent with the limitations contained within this Agreement. Except as approved by the City, vegetation removal shall be limited to noxious weeds only, and protective measures must be taken to protect nearby trees and shrubs.

l) No mowing, agricultural activities, or cultivation shall occur. The City may replace dead trees or undergrowth, providing that new plantings are characteristic of trees or undergrowth native to Washington.

Except as prohibited herein, the Creek Easement Area may be used by Grantor.

Section 4. The City may, at its option, construct, enhance, install, maintain, repair, replace and use the restorations generally described as the Donkey Creek Restoration Work attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. This Conservation Easement granted to the City shall include a temporary easement over the property owned by Grantor that abuts the Museum Property for the purpose of design, construction, inspection and maintenance of the restoration improvements, including egress and ingress, delivery of construction materials, and operation of construction equipment. The temporary easement shall terminate six (6) months after completion of the Donkey Creek Restoration Work or upon the City Council's acceptance of the restoration work, whichever first occurs.

Section 6 The Conservation Easement includes an "Open Space" area depicted in Exhibit B. An easement on the Open Space is hereby granted by Grantor to Grantee, which shall constitute an "Open Space and Conservation Easement" in accordance with the requirements of RCW 64.04.130. The Open Space shall remain in the condition existing after installation of all improvements and landscaping shown on a landscape plan approved by the City for the Museum development. Grantor will then maintain the Open Space in a clean and safe condition.

Section 7. The City agrees to maintain the Creek Easement Area in a clean and safe condition. The City further agrees to maintain the existing trees, shrubs, ground cover, or any additional vegetation or landscaping as installed by the City, to the extent the same is located within the Creek Easement Area. To the extent the City conducts any work within the Creek Easement Area or its personnel, agents or assigns, conduct any activities within the Creek Easement Area or the property of the Grantor abutting thereto, the City will hold Grantor harmless for any claims, demands, damages or liabilities (including attorney fees and costs) resulting from such conduct or activities. The City will further hold Grantor harmless from any claims, demands, damages or liabilities (including attorney fees and costs) arising from any personal injuries or property injuries incurred by the City's invitees to the Creek Easement Area, including those who use this property for public access.

Section 8. Grantor's Environmental Indemnity - Hazardous Substances on the Property.

a) Definitions. (a) "Hazardous Substances" means any hazardous, toxic or dangerous substance, waste or materials that are regulated under any federal, state or local law pertaining to environmental protection, contamination remediation or liability. The term includes, without limitation, any substances designated a "Hazardous Substance" under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), the Model Toxics Control Act (Chapter 70.105D RCW), the Hazardous Waste Management Act (Chapter 70.105 RCW), and regulations promulgated there under, as these statutes and regulations shall be amended from time to time. For the purposes of this definition, the term "Hazardous Substances" includes, but is not limited to, petroleum chemicals, PCBs, asbestos-containing material and lead paint. (b) "Release" means any intentional or unintentional entry of any hazardous substance into the environment, including but not limited to, air, soils, surface water and ground water.

b) Hold Harmless, Defense and Indemnity. From and after the date of Closing, the Grantor shall, to the maximum extent permitted under law, indemnify, defend, and hold the City, its officers, officials, employees, agents and assigns, harmless from and against any and all suits, actions, causes of action, legal or administrative proceedings, claims, demands, fines, punitive damages, losses, costs, liabilities and expenses, including attorney's fees, in any way arising out of or connected with the known or unknown environmental conditions that exist with respect to the Property (including, without limitation, any contamination in, on, under or adjacent to the Property by any Hazardous Substances or material), or any federal, state or local law, ordinance, rule or regulation applicable thereto, including, without limitation, the Model Toxics Control Act (ch. 70.105D RCW) and the Comprehensive Environmental Response, Compensation and Liability Act. The foregoing shall include all conditions currently existing or arising prior to the date of Closing. Notwithstanding the foregoing, the indemnification, defense, and hold harmless granted to City herein shall not apply to any physical or environmental condition caused by the City after the date of Closing or as a result of the City's failure to comply with applicable laws with regard to Hazardous Substances known to exist after Closing.

Section 9. In consideration of the Grant of Easement to the City, the Grantee and its representatives, successors and assigns, shall have the right of ingress and egress within the Creek Easement Area and the Open Space as designated on Exhibit B, and along such other lines as the City may designate in order to install and maintain all planted trees and shrubs consistent with this Conservation Easement Agreement. In addition, the Grantor, its successors and assigns, agree to comply with and fulfill the conditions of this Agreement.

Section 10. The Grantor, its successors and assigns, warrant any property under their ownership which is directly abutting the Creek Easement Area, shall be used and maintained in such a manner as not to damage the Creek Easement Area or interfere with the continuous conservation and natural setting of the Creek Easement Area.

Section 11. All written notices required by this Agreement shall be sent to the City, c/o Rob Karlinsey, City Administrator, 3510 Grandview Street, Gig Harbor, WA 98335 or if to the Grantor, c/o Gig Harbor Peninsula Historical Society, Director, PO Box 744, Gig Harbor, WA 98335.

Section 12. The conditions and covenants set forth herein shall run with the Property and the benefits and burdens shall bind and inure to the benefit of both of the parties, their successors and assigns, in perpetuity, and shall constitute a covenant running with the title to the Property.

Section 13. The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal agreements of any officer or representative of the parties, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents.

Section 14. Should a court of competent jurisdiction determine that any phrase, sentence or provision of this Agreement is invalid or unconstitutional, it shall not affect the validity or constitutionality of any other provision.

Section 15. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Administrator, who shall determine what he/she believes to be the provision's true intent and meaning. The decision of the Administrator is not binding on the Grantor. If any dispute arises between the City and Grantor under this Agreement that cannot be resolved under this process or in a reasonable time, then jurisdiction of any resulting litigation shall be in Pierce County Superior Court, Pierce County, Washington. The prevailing party or the substantially prevailing party in such litigation shall be entitled to collect its reasonable attorneys' fees, expert witness fees and costs.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this ___ day of _____, 2010.

THE CITY OF GIG HARBOR, a
Washington municipal corporation

GIG HARBOR PENINSULA
HISTORICAL SOCIETY, a nonprofit
corporation

By: _____
Its: Mayor

By: _____
Its: President

Attest:

By: _____
City Clerk

Approved to form:

BY: _____
City Attorney

STATE OF WASHINGTON)

) ss.

COUNTY OF _____)

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

Dated: _____

(print or type name)

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

My Commission expires: _____

STATE OF WASHINGTON)

) ss.

COUNTY OF _____)

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

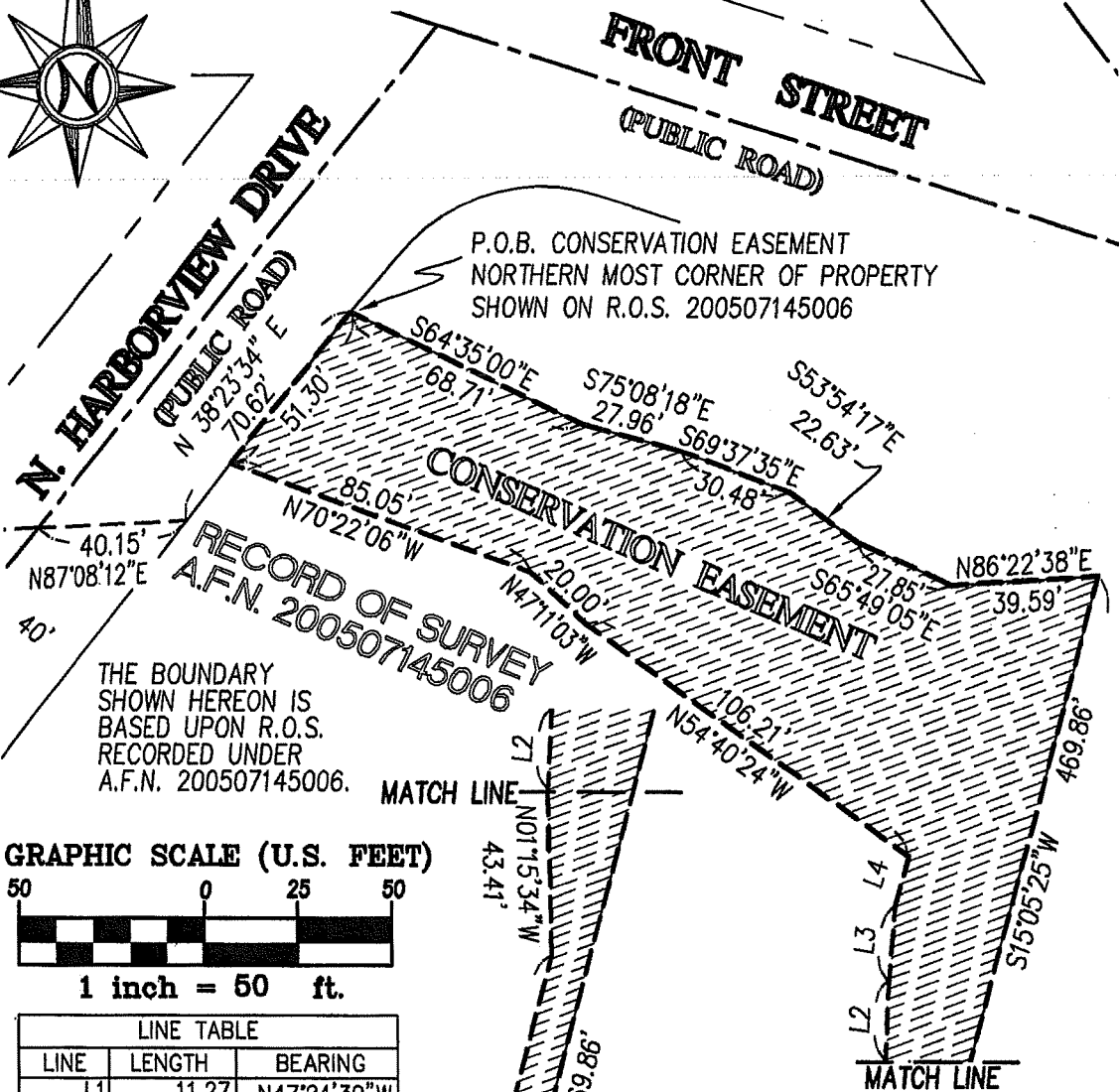
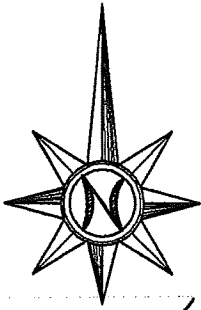
Dated: _____

(print or type name)

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

My Commission expires: _____

**CONSERVATION EASEMENT EXHIBIT
 GIG HARBOR, PIERCE COUNTY, WASHINGTON**

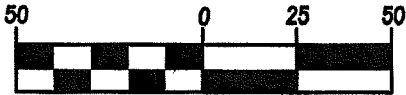


P.O.B. CONSERVATION EASEMENT
 NORTHERN MOST CORNER OF PROPERTY
 SHOWN ON R.O.S. 200507145006

RECORD OF SURVEY
 A.F.N. 200507145006

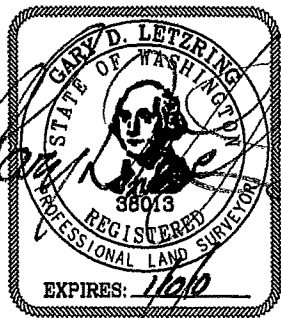
THE BOUNDARY
 SHOWN HEREON IS
 BASED UPON R.O.S.
 RECORDED UNDER
 A.F.N. 200507145006.

GRAPHIC SCALE (U.S. FEET)



1 inch = 50 ft.

LINE TABLE		
LINE	LENGTH	BEARING
L1	11.27	N47°24'30"W
L2	22.09	N02°55'08"E
L3	19.62	N04°54'49"E
L4	13.70	N15°46'58"E



PRIZM SURVEYING INC.
 P. O. BOX 110700
 TACOMA WA. 98411

ESTABLISHED 1893 OFFICE 253-404-0983
 FAX 253-404-0984

CONSTRUCTION LAYOUT - BOUNDARY AND TOPOGRAPHIC SURVEYS

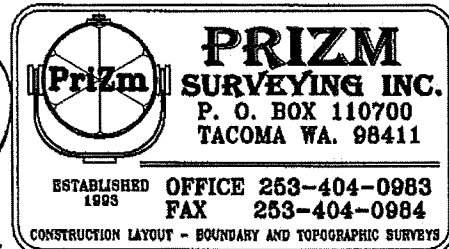
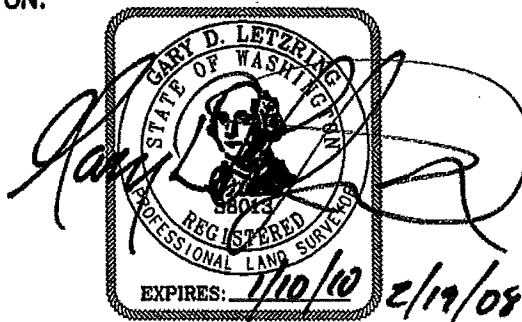
JOB NO. 2007-153

**CONSERVATION EASEMENT DESCRIPTION
GIG HARBOR, PIERCE COUNTY, WASHINGTON**

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON, LYING WITHIN THE BOUNDARIES OF THE PROPERTY SURVEYED AS SHOWN ON RECORD OF SURVEY RECORDED UNDER PIERCE COUNTY AUDITOR'S FEE NUMBER 200507145006, DESCRIBED AS FOLLOWS:

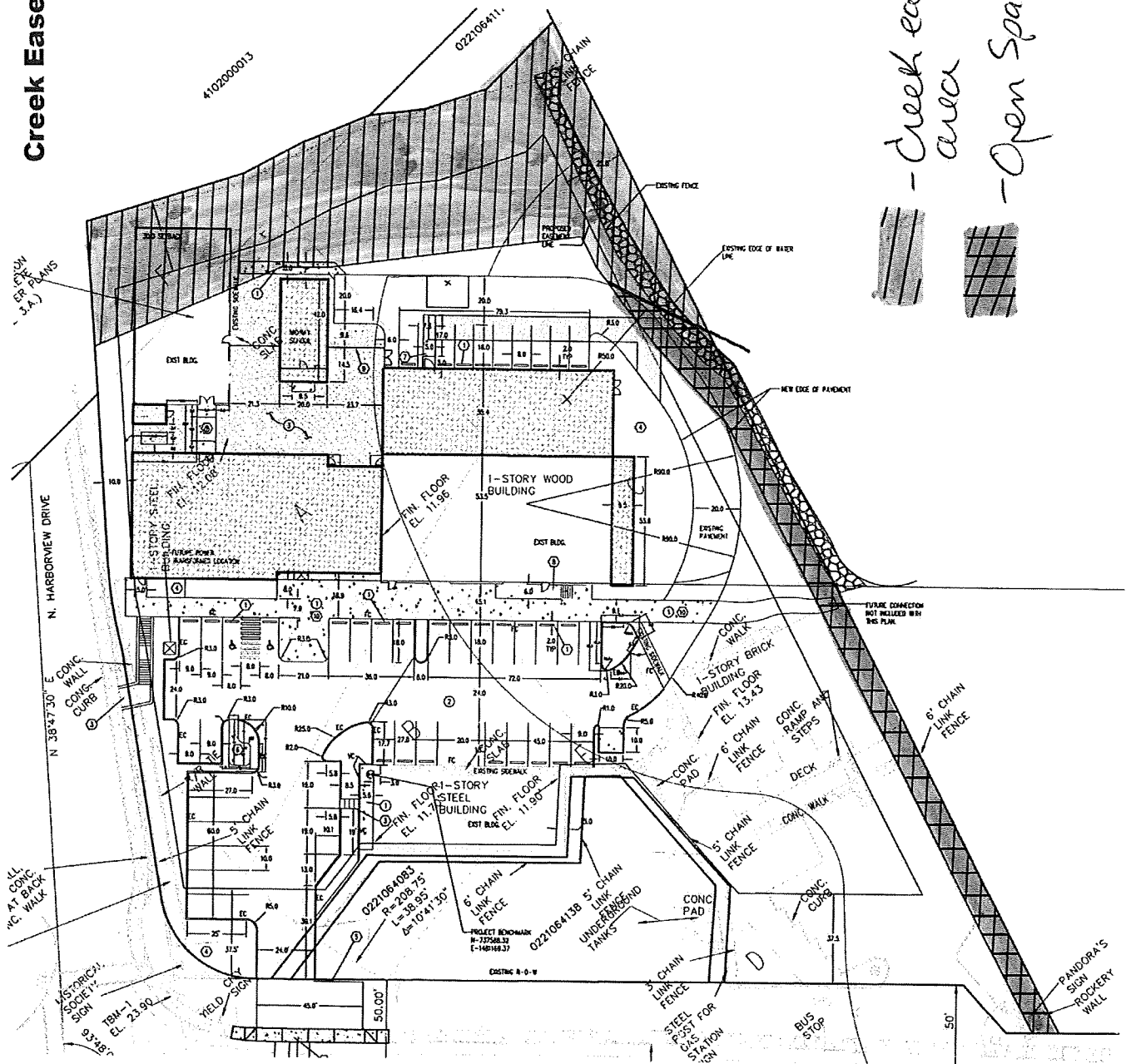
BEGINNING AT THE NORTHERN MOST CORNER OF SAID PROPERTY SURVEYED AS SHOWN ON RECORD OF SURVEY RECORDED UNDER PIERCE COUNTY AUDITOR'S FEE NUMBER 200507145006; THENCE SOUTH 64°35'00" EAST, ALONG THE NORTHERLY BOUNDARY THEREOF, 68.71 FEET; THENCE SOUTH 75°08'18" EAST, CONTINUING ALONG SAID NORTHERLY BOUNDARY, 27.96 FEET; THENCE SOUTH 69°37'35" EAST, CONTINUING ALONG SAID NORTHERLY BOUNDARY, 30.48 FEET; THENCE SOUTH 53°54'17" EAST, CONTINUING ALONG SAID NORTHERLY BOUNDARY, 22.63 FEET; THENCE SOUTH 65°49'05" EAST, CONTINUING ALONG SAID NORTHERLY BOUNDARY, 27.85 FEET; THENCE NORTH 86°22'38" EAST, CONTINUING ALONG SAID NORTHERLY BOUNDARY, 39.59 FEET TO THE MOST NORTHEASTERLY CORNER THEREOF; THENCE SOUTH 15°05'25" WEST, ALONG THE EASTERLY BOUNDARY THEREOF, 469.86 FEET TO THE NORTHEASTERLY MARGIN OF HARBORVIEW DRIVE; THENCE NORTH 47°24'30" WEST, ALONG SAID NORTHEASTERLY MARGIN, 11.27 FEET TO A POINT THAT LIES 10.00 FEET WESTERLY, AND MEASURED PERPENDICULAR TO THE EASTERLY BOUNDARY; THENCE NORTH 15°05'25" EAST, PARALLEL WITH AND 10.00 FEET WESTERLY OF SAID EASTERLY BOUNDARY, A DISTANCE OF 283.33 FEET; THENCE NORTH 01°15'34" WEST, 43.41 FEET; THENCE NORTH 02°55'08" EAST, 22.09 FEET; THENCE NORTH 04°54'49" EAST, 19.62 FEET; THENCE NORTH 15°46'58" EAST, 13.70 FEET; THENCE NORTH 54°40'24" WEST, 106.21 FEET; THENCE NORTH 47°11'03" WEST, 20.00 FEET; THENCE NORTH 70°22'06" WEST, 85.05 FEET TO THE SOUTHEASTERLY MARGIN OF NORTH HARBORVIEW DRIVE; THENCE NORTH 38°23'34" EAST, ALONG SAID SOUTHEASTERLY MARGIN, 51.30 FEET TO THE POINT OF BEGINNING.

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



JOB NO. 2007-153

**Exhibit B
Creek Easement Area**





Subject: Second Reading of Ordinance –
Amending Planning Commission Member
Terms

Proposed Council Action: Adopt ordinance.

Dept. Origin: Planning Department

Prepared by: Jennifer Kester *JK*
Senior Planner

For Agenda of: January 25, 2010

Exhibits: Draft Ordinance

Initial & Date

Concurred by Mayor: CLH 1/13/2010

Approved by City Administrator: RJK

Approved as to form by City Atty: e-mail

Approved by Finance Director: _____

Approved by Department Head: TD 1/13/10

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

INFORMATION / BACKGROUND

The amendment changes the term of appointed Planning Commission members from 6 years to 4 years. In 1964, the City established a 7 member city planning commission with staggered terms of 6 years. Six years is a significant time commitment for citizens serving without compensation. Potential candidates for membership have noted that the 6 years time commitment is a deterrent to applying for vacant positions. A 4 year term is a more reasonable timeframe to commit to and is still long enough provide the City consistency in land use regulation and policy development. Current commission members will be allowed to finish their 6 year terms. This ordinance will affect only new appointments / re-appointments.

ENVIRONMENTAL ANALYSIS

City's SEPA Responsible Official has determined that the proposed standards are exempt under SEPA pursuant to WAC 197-11-800(14).

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

The Planning Commission reviewed the change at their November 5, 2009 meeting and had no objections. The Planning and Building Committee of the Council discussed the proposed amendment at their December 7, 2009 meeting and recommended approval.

RECOMMENDATION / MOTION

Adopt ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF GIG HARBOR, WASHINGTON, RELATING TO THE PLANNING COMMISSION; AMENDING SECTION 2.20.010 REDUCING THE TERM OF APPOINTED PLANNING COMMISSION MEMBERS FROM SIX YEARS TO FOUR YEARS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, in 1964, the City established a seven member city planning commission with staggered terms of six (6) years;

WHEREAS, six (6) years is a significant time commitment for citizens serving without compensation; and

WHEREAS, potential candidates for planning commission membership have noted that the six (6) years time commitment is a deterrent to applying for vacant positions; and

WHEREAS, a four (4) year term is a more reasonable timeframe to commit to and is still long enough provide the City consistency in land use regulation and policy development; and

WHEREAS, the City's SEPA Responsible Official has determined that the proposed standards are exempt under SEPA pursuant to WAC 197-11-800(14); and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading on January 11, 2010; 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. Section 2.20.010 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

2.20.010 Created – Terms of office.

Pursuant to the authority conferred by Chapter 35.63 RCW, there is created a city planning commission consisting of seven members who shall be selected as follows: All seven members shall be appointed by the mayor and confirmed by a majority of the city council. ~~In the first board appointed, the terms of office shall be one, two, three, four, five and six year terms respectively, beginning June 12, 1964. The seventh member of~~

~~the city planning commission shall serve a term of six years commencing June 12, 1969. At the expiration of each of the terms as provided for, a successor shall be appointed for a term of six years. Members of the planning commission shall serve terms of four years. Those members currently serving shall continue to serve for the remainder of their appointed terms. Terms shall be staggered. Terms expire on June 30th but members of the planning commission shall continue to serve until their successors are appointed and qualified.~~

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 _____, 2010.

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: Council Committees

Proposed Council Action:
Confirm Council Committee appointments.

Dept. Origin: Administration

Prepared by: Chuck Hunter, Mayor

For Agenda of: January 25, 2010

Exhibits: None

Initial & Date

Concurred by Mayor: CH 1/25/10

Approved by City Administrator: _____

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head: _____

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

My 2010 committee assignments are as follows:

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

Note: The designation of committee chairs, as provided for in the GHMC.

RECOMMENDATION / MOTION

Move to: Confirm Council Committee appointments.



Subject: Appointment to the Zoo/Trek Authority Board

Proposed Council Action:
Cast a vote for (one of four) for Position 2
On the Zoo / Trek Authority Board.

Dept. Origin: Administration

Prepared by: Molly Towslee, City Clerk *MT*

For Agenda of: January 25, 2010

Exhibits: Ballot and Bios

Initial & Date

Concurred by Mayor: CLH 1/19/10

Approved by City Administrator: RJK

Approved as to form by City Atty: N/A

Approved by Finance Director: CLH 1/19/10

Approved by Department Head: _____

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

Pierce County Regional Council is requesting our consideration for representation on the Zoo/Trek Authority Board. This position is established to specifically represent the viewpoint of the thirteen small cities and towns in Pierce County.

Four nominations are before you: Mark Hamilton, City of Bonney Lake; Jeff Hogan, City of Edgewood; Don Alveshere, City of Fife; and Tami Brouillet, City of Puyallup.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Cast a vote for (one of four candidates) for Position 2 on the Zoo/Trek Authority Board.

**Pierce County Regional Council
2401 South 35th Street, Room 228
Tacoma, Washington 98409
(253) 798-3726**

December 22, 2009

Dear Mayors/City Managers:

Recently, you were sent a letter from the Pierce County Regional Council requesting your Council's nomination of a representative to fill Position Two of the Zoo/Trek Authority Board. The nomination process is now closed and a representative needs to be elected by the 22 cities and towns (excluding the City of Tacoma) within the ZTA boundary. Metro Parks is requesting your assistance to fill this at-large position. Accordingly, we ask that you please present this item at your next council meeting for action.

As information, this representative will fill a vacancy in Position Two for a term of three years.

In accordance with the interlocal agreement, candidates must be an elected official from cities and towns, other than Tacoma, representing at least 60% of the combined populations of those cities. The following election procedure will be followed:

1. Each city and/or town may select a nominated candidate for Position Two or may write-in a candidate. Candidates for Position Two must be from the larger eleven cities/towns in population.
2. Council action is required. The enclosed ballot form must be submitted to Paula Manning, Pierce County Regional Clerk, no later than **5:00 p.m. on Friday, February 1, 2010**. The ballot may be faxed to 253.798.3680, e-mailed to pmannin@co.pierce.wa.us, or mailed to the above address.

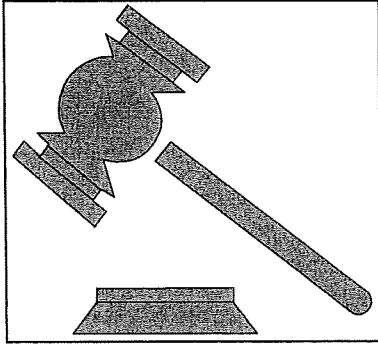
There is a need for immediate attention to this issue. I wish to express my appreciation for your prompt cooperation. Please call with any questions you may have.

Sincerely,


Paula Manning
Clerk, Pierce County Regional Council

F:\WPFILES\LONG\ADMIN\PCRC\ZTA\2007\Ballot Letter Pos 1.doc
Enclosure

- c. Bobbi Allison, Chair, Pierce County Regional Council
City/Town Clerks



ZOO / TREK AUTHORITY BOARD
OFFICIAL BALLOT
VOTE FOR ONE

Position Two

Mark Hamilton	City of Bonney Lake
Jeff Hogan	City of Edgewood
Don Alveshere	City of Fife
Tami Brouillet	City of Puyallup

or

write-in candidate

The city/town of _____ wishes to cast its vote
for _____ of the City of
_____ for Position Two to serve as
a member of the Zoo/Trek Authority Board fulfilling a three-year term, representing the
cities and towns within the Pierce County Regional Council boundary.

Date: _____

By: _____

Title: _____

This form must be accompanied by a certified copy of the council resolution or motion.
Ballots must be received by Pierce County Regional Council Clerk by:
5 p.m., February 1, 2010.

**Brief Summary of Important Aspects of the Zoo / Trek Authority Board
Pierce County Regional Council Appointment**

1. The Zoo / Trek Authority Board (ZTA) was created to represent sales tax collected throughout Pierce County for the Point Defiance Zoo & Aquarium and Northwest Trek Wildlife Park. The sales tax was passed by voters in September, 2000. 1/10th of a cent in sales tax was approved for Zoo/Trek/Parks throughout the County. ZTA receives 50% of that collection and oversees that portion.
2. The ZTA meets quarterly on the first Wednesday of the months: February, June, September, and November.
3. Regular meetings are held in the board room of Metro Parks Tacoma's main offices on 19th in Tacoma at 5:00-6:30 pm. There is generally one meeting at the Zoo and one at Trek each year on the quarterly schedule.
4. Primary functions:
 - A. Understand ZTA biannual budget; formally pass the budget in concert with MetroParks Board's parallel action.
 - B. Review each facility's business plan annually, connecting recommendations to the budget.
 - C. Gain an understanding and familiarity with the ZTA key issues and needs and advocate on their behalf.
5. Pierce County Council appoints three representatives; City of Tacoma appoints two representatives; and PCRC appoints two representatives.

Current Status of PCRC Representation to ZTA

Position One

Position One represents the smaller eleven cities and towns in population.

- | | | |
|-----|---------------|------------------------|
| 1. | Buckley | 4,635 |
| 2. | Carbonado | 650 |
| 3. | Eatonville | 2,405 |
| 4. | Milton | 5,705 in Pierce County |
| 5. | Orting | 6,134 |
| 6. | Pacific | 90 in Pierce County |
| 7. | Roy | 870 |
| 8. | Ruston | 765 |
| 9. | South Prairie | 440 |
| 10. | Steilacoom | 6,285 |
| 11. | Wilkeson | 460 |

Position One is currently held by Bobbi Allison of Eatonville.
Term expires on January 31, 2011.

Tami Brouillet was first elected to the Puyallup City Council as a representative of District 2 in November 2007, with her term commencing January 1st 2008. Tami has been a resident of Puyallup since 1971, and is a graduate of Puyallup High School's Class of 1979.

Tami enrolled in the Dental Assistant Program offered through L.H. Bates Vocational Technical Institute, where she was offered the opportunity to become a substitute instructor. Tami has worked in dentistry since 1980 and enjoys her work in private practice dentistry.

Tami has been married to Marc Brouillet for 27 years and they have two children. Their son Jordan attends Central Washington University and their daughter Brooke is attending University of Washington-Tacoma. The Brouillet family is part of the fourth generation Puyallup family.

Tami ran for City Council because her heart belongs to Puyallup. She is fully invested in the community and committed to the success of our city. Support for strong public safety departments, carefully monitored growth, and the continued revitalization of downtown are some of Tami's priorities. Tami believes it is a privilege to represent the City of Puyallup and appreciates the support of the residents of District 2.

Current term began: January 1, 2008. Current term ends: December 31, 2011.

Mayor Jeffery Hogan
City of Edgewood
2224 104th Avenue East, Edgewood, WA 98372
Nominee for Position No. 2 of the Zoo Trek Authority Board

Community Involvement: Mayor of the City of Edgewood 2006-2009
Currently serving 3rd term as Mayor
Puyallup recreation softball, All Saints School volunteer, Puyallup Fair
Rodeo Production Chair, Washington Athletic Club Board Member

Education: High School graduate of Charles Wright Academy,
Bachelor of Science in Business Administration from the University of Arizona.

Occupation: Commercial real estate management, commercial pilot.

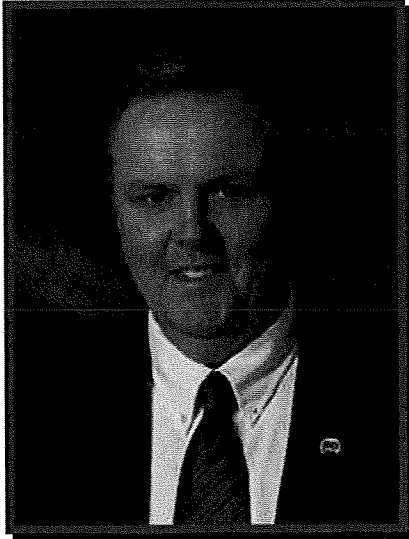
Professional Qualifications: Business background will enable me to suggest alternative sources of revenue and effective budgeting to meet the needs of the Point Defiance Zoo & Aquarium and the Northwest Trek.

Personal Information: Lifetime resident of Edgewood. Married with three daughters.

Don Alveshere
City of Fife

Councilmember Alveshere is in his first term on the council and is very excited about working with the community, key stakeholders, city staff, and the council to make Fife a city that works for its citizens and businesses. Councilmember Alveshere is an Assistant Director for the Washington Department of Services for the Blind, an agency that helps people who are blind become employed and gain independent living skills. Don and his family moved to Fife in 2008 because of the great family environment in Radiance as well as the fabulous Fife School District.

Mark Hamilton
City of Bonney Lake



Biography:

Residency in Bonney Lake: 15 years

Occupation: President / CEO Network Support Inc

Committee: Public Safety Committee

Affiliations/Associations: The Churchill Centre

Family: Married 27 years to June Hamilton

Hobbies: Shih Tze dogs, gardening and sailing

Term Expires: 12/31/2011

City of Gig Harbor
Building/Fire Safety Department
3510 Grandview St.
Gig Harbor, WA 98335

Memo

To: Mayor Hunter and Council Members
From: Dick J. Bower, CBO – Building/Fire Safety Director
CC: Rob Karlinsey, Molly Towslee, file
Date: 01/14/10
Re: Staff Report – 2009 Earthquake Exercise After Action Report

Exercise Description

On Oct. 21, 2009 the City participated with agencies across Pierce Co. on Quake and Shake '09, an emergency management exercise based on the scenario of a 7.1 earthquake occurring on the Tacoma Fault. In the scenario, extensive damage occurred region wide including major damage to transportation, communication, public and private facilities, and water/sewer infrastructure. Simulated damage to community facilities included collapse of the Hwy 16 over/under passes, collapse of the Harbor Ridge Middle School gymnasium; partial collapse of Discovery Middle School; partial collapse of the Gig Harbor Target Store; and structural/glazing damage to the St. Anthony's hospital complex.

During the exercise City staff conducted drills to practice drop, cover and hold, and facility evacuation. The City stood up its Emergency Coordination Center and Incident Management Team to exercise incident coordination within the City departments and response functions, and interagency coordination and communications with the Peninsula Multi-Agency Coordination Center. During the exercise building inspection and public works staff responded to various locations within the City to assess the effectiveness of the City's VHF communications, and a radio operator from the Pierce Co. ARES/RACES organization established a HAM radio site in the employee break room in the Civic Center.

City IMT members established an incident command (coordination) system in accordance with the ECC operations manual and city Comprehensive Emergency Management Plan. Command and general staff positions filled included ECC Manager, Public Information Officer, Operations, Planning, Logistics and Finance section chiefs, and appropriate assistants/deputies for limited divisions below the Section Chief level. Due to limited staff availability most general staff positions below the level of section chief were not filled however their activities and responsibilities were verbalized during the exercise and briefings.

IMT staff acted within their sections to develop tactics, strategies and objectives based on the developing situation as identified in the master event scenario list (MESL). Building inspection and public works operations staff were dispatched to the field to provide simulated damage assessment response to damage reports from the MACC and other sources and to assess mobile radio capabilities.

An operational briefing was held among the command and general staff to develop a common operating picture and begin the planning process. Following that meeting, general staff met and developed an incident action plan for the first operational period. The plan was briefed to the IMT and

other staff members and the policy group in attendance. The exercise concluded with an Incident Action Plan briefing for the IAP developed during the exercise. A “hot wash” was held immediately after the exercise to capture successes and lessons learned from the exercise.

Lessons Learned/Corrective Action Plan

Through the course of the exercise many lessons were learned that will be incorporated into a corrective action plan. The following were identified as important areas for improvement:

Communications

Several communications challenges were identified. These ranged from radio reception to lack of radio capability to logistical issues. City staff will be working within budget and time constraints to improve communication capabilities between the ECC and other city facilities and field staff, response partners, and other outside agencies. Logistical issues related to the ECC facility will be addressed

ECC Facility

A number of issues with the ECC facility and the civic center were found. These generally related to emergency electrical power within the civic center, and additional needed office supplies and materials for the ECC, and layout challenges of using the council chambers as the ECC facility. City staff will address these issues on a prioritized basis as funding and time allow.

Information Technology

Several issues related to the use of IT were also identified which ranged from difficulty in getting the technology component up and operating to hardware and cabling shortages. Some of the IT issues are simple programming issues requiring time rather than additional hardware. Others such as printer accessibility and incident management software will require more expensive and/or creative fixes. Staff will be working to resolve these issues over time as funds and staff time allow.

Command/control

Minor command and control issues were uncovered during the exercise. These were generally related to training and advanced planning for City resources. Training issues are being addressed through the City's ICS training program and planning issues will be covered in future emergency plan updates.

Resources

Numerous resource issues surfaced ranging from resource coordination and purchasing to tracking of City owned resources. Plans for managing volunteers and coordinating emergency public services such as water distribution were also found lacking. Planning issues related to resources will be addressed in future plan updates. Staff will also be working on resource tracking and procurement issues as time allows.

City of Gig Harbor
Building/Fire Safety Department
3510 Grandview St.
Gig Harbor, WA 98335

Memo

To: Mayor Hunter and City Council
From: Dick J. Bower, CBO – Building/Fire Safety Director
CC: Rob Karlinsey, file
Date: 01.19.10
Re: Staff Report - Fire Inspection Program

For many reasons, annual commercial fire inspection programs are an accepted component of most fire safety authority's fire prevention programs. Between the years 2000 and 2009, the City of Gig Harbor and Pierce Co. Fire District #5/Gig Harbor Fire & Medic One cooperated on providing this service within the city limits through a contractual relationship. Fire inspections outside of the city are conducted by the Pierce Co. Fire Marshal's Office. Under this contract, the department conducted voluntary fire inspections and worked with business owners to achieve voluntary compliance with fire code requirements. Where voluntary compliance was not achieved, the department referred the inspection to the City fire marshal as the legal authority having jurisdiction for fire code enforcement, for additional follow-up and enforcement action.

Prior to 2009 the city paid the department a fee for the fire inspection program. Except in 2000, no fee was charged to the businesses for the inspections although a fee is charged by the Co. in the unincorporated area. Fees are discussed further in the costs section of this report. Due to impacts on the City budget from the on-going economic problems, the city reached an agreement with the district to provide the fire inspection program at no cost to the city during 2009. Due to the departments own budget concerns, they informed the city in late 2009 that the free inspection program would cease at the end of 2009. The city and department have met since the first of the year to discuss options that would allow continuation of the fire inspection program. This report is intended to give the city's policy makers background on the fire inspection program. It includes an analysis of the benefits and costs of the inspection program. Additional information and recommendations will be forthcoming after further discussion with the department.

Benefits of a commercial fire inspection program:

- Identify and reduce fire and life safety hazards in commercial occupancies and help protect the public, businesses, firefighters and other responders. An effective inspection program includes not only identification and abatement of fire hazards but also other life safety issues such as unsafe means of egress, lack of proper building identification, access issues, etc.
- The inspection provides an "educational moment" where inspectors offer safety and health information to business owners and employees, pitching existing programs (bike helmets, life jackets, child car seats, emergency and business continuity planning, fire extinguisher training, etc.) and upcoming city and department events. Often this takes the form of handing out flyers to keep the message consistent and reduce the time involved.

- Protects the City's tax base. Fires in commercial buildings frequently results in loss of jobs and revenue to the business. Statistics show that many businesses damaged or destroyed by fire or other incidents do not recover and for those that do, a considerable time can pass before business resumes. Employees may be forced to leave the area to find employment and customers often find other sources of goods and services, sometimes out of the area, and do not return to the affected business. This results in not only the direct cost of loss of the business (sales and property tax collections) but also indirect costs in loss of tax revenue generated by local spending by the business and its employees.
- Assists in identifying changes or expansions of use, unpermitted construction, and unlicensed businesses. Fire inspections often uncover additional, unapproved seating in restaurants, bars and similar businesses that affect such things as parking, water and sewer usage and land use concerns; changes in buildings that have occurred without benefit of permits or inspections; and businesses that have opened without licenses. This benefit helps assure code compliance and allows the city to collect additional, missed revenue.
- The building/fire safety director is required to sign off on all liquor license and license renewal applications. The fire inspection program in Gig Harbor allows us to seamlessly make decisions on license approvals without additional case-by-case inspections. If the business was compliant at the time of the last inspection, and the director has not received complaints or initiated enforcement actions since, the license can be approved.
- The City requires that all occupancies containing fire protection systems be provided with a "Knox Box" that contains keys to allow emergency entry without breaking glass and forcing doors. In addition, the fire department also prepares pre-incident response plans for commercial buildings giving them floor plans and the locations of hazards contained within (hazardous materials storage areas, high piled/rack storage areas, pits, secured and "clean" areas, etc). The fire department uses the annual inspection as a time to ensure that the keys provided in the "Knox Box" and the pre-plan are up to date.
- Maximized control of the community's insurance rates. The WA Survey and Rating Bureau provides guidance to the insurance industry on establishing a community's insurance rates. WSRB bases that guidance on two rating schedules - the Building Code Effectiveness Grading Schedule which is used to establish rates for homeowners, earthquake and similar coverage; and the Public Fire Protection Grading Schedule, used to establish rates for fire insurance. Fire inspection programs are a factor in the fire prevention portion of the PFPGS and affect the overall rating of the department. The WSRB grading system is points based with a lower number equating with a better level of protection.

In 2005 the City's Building/Fire Safety Department was surveyed by WSRB to update the BCEGS rating. At that time the department improved from a class 3 to 2, with 1 being the best rating available. Gig Harbor Fire and Medic One received their last full review by WSRB in 2000. At that time they received a classification of 5 for protection within the City. One area in which the department was marked down at that time was in the fire inspection arena. At the time GHFMO had recently assumed the inspection program, which was not adequately defined and documented at the time, from the City. Since that time the department has refined the program to maximize the value in the WSRB rating system and has developed a critical track record for providing annual inspections. It can be anticipated that if a robust inspection program remains in place, future surveys by WSRB will recognize more value from the program allowing GHFMO to improve their rating to a 4 or better, resulting in modest improvements to insurance rates within the City.

- The City (the legal "authority having jurisdiction" for fire code enforcement and fire investigations) and the Department (the response agency) have over the years developed an effective working relationship that provides cost effective fire protection and prevention education for the community including the departments trust and confidence in the BFSD's ability to look after their interests in land use permit reviews and fire department access and protection system designs. The

inspection program is an integral part of that relationship and provides a significant opportunity for us to continue grooming that working relationship and building the trust and confidence between the two organizations.

Costs of a fire inspection program:

- In 2003 the City paid the district in the area of \$94,000.00 for the inspection program. Due to increasing costs and the departments desire to retain the inspection program in-house, a revised agreement was negotiated in 2008 which lowered the amount to 63,976.00. In 2009, based on the City's financial difficulties the department agreed to provide the fire inspection program for a limited time at no cost to the City. In December of 2009 the department informed the City that they would no longer be able to provide the program at no cost to the City.
- In addition to the direct cost of the program paid to the department, the City also incurs some indirect costs related to the enforcement and administration of the program. As the enforcement authority, the BFSD is responsible for taking enforcement action to gain compliance when voluntary compliance is not achieved by GHFMO. Typically, this takes the form of one or more additional inspections, issuance of a citation or notice of violation, and documentation of process and results. The department refers, on average, approximately 5 occupancies for further enforcement action per year. One case in the past 8 years has progressed to the misdemeanor citation level resulting in prosecution before the municipal court. Such enforcement action costs the City in staff time, materials and supplies, training and education, and legal fees.

Based on the past opinion of the City's legal staff businesses have the ability to refuse to allow the inspection to take place. When this happens, on average 16 times per year, the BFSD documents the refusal by sending a letter to the building/business owner informing them that their refusal will be documented in their business address file and that information made available to the responsible insurance company in the event of a fire. The letter is in the form of a template approved by the city attorney so no further legal costs are incurred however staff time and resources are expended in the documentation process.

- An additional indirect cost of the fire inspection program comes from the City's expense in coordinating and documenting required semi - annual and annual inspections of fire protection systems. NFPA standards referenced in the fire code adopted by the City require that fire protection systems be inspected and serviced on a scheduled basis. Semi-annual inspections are required for commercial cooking protection systems and annual inspections are prescribed for sprinkler, fire alarm and standpipe systems. Results of these inspections, which are performed at the business owners' expense by approved third party contractors, are documented to the buildings address file. When deficiencies are identified and corrective action is not taken by the owner, the City follows up to assure that proper maintenance is performed as required by the code. Additional staff time and expense is incurred in coordinating these inspection programs and issues of interpretation that occur from time to time.
- While the actual city staff expenses are not separately tracked, the BFSD believes that the City staff expends approximately 4-5 hours per month on average in administration of the inspection program.