

Gig Harbor City Council Meeting

**November 22, 2010
5:30 p.m.**



**AMENDED AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, November 22, 2010 – 5:30 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of October 25, 2010.
2. Receive and File: a) Minutes of Budget Worksessions I of Monday November 1, 2010; b) Minutes of Budget Worksessions II of Tuesday, November 3, 2010.
3. Correspondence / Proclamations: a) Letter from Fife Police Department – Officer Brunson.
4. Liquor License Action: a) Renewals - The Harbor Kitchen; Half Time Sports; b) Added Privilege – Albertsons.
5. Resolution No. 849 – Surplus Property.
6. Entertainment Contract for Holiday Tree Lighting.
7. Joinder Agreement – Harbor Hill Development Agreement.
8. Amendment to Interlocal Agreement – Department of General Administration for Surplus Equipment Disposal.
9. City Attorney Contract Amendment.
10. On-Call Development Review Professional Services – Consultant Services Contract / David Evans and Associates.
11. Fishermen’s Pier Redevelopment - Contract Amendment No. 1.
12. Visitor’s Center Lease Agreement – Gig Harbor Chamber of Commerce.
13. Approval of Payment of Bills for November 22, 2010: Checks #65002 through #65094 in the amount of \$602,520.00.

PRESENTATIONS:

1. ~~Swearing-In Ceremony: Office Carson Abell and Reserve Officer Lynn Mock.~~
2. ~~Wastewater Treatment Plant Outstanding Performance Award.~~

OLD BUSINESS:

1. ~~Public Hearing – Maritime Pier Parking Lot and Pier Conceptual Design.~~
2. Final Public Hearing and Second Reading of Ordinance – 2011 Budget.
3. Second Reading of Ordinance – 2010 Budget Amendments.

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – Temporary Signs in C-1 Zoning District / Sign Area 2.

STAFF REPORT:

1. Derelict Boats.
2. ~~Design Review Board – Green First.~~

PUBLIC COMMENT:

MAYOR’S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Civic Center closed Thu and Fri Nov 25th and 26th for Thanksgiving Holiday.

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

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – NOVEMBER 8, 2010

PRESENT: Councilmembers Ekberg, Young, Franich, Malich, and Kadzik.
Councilmember Payne acted as Mayor Pro Tem. Councilmember Conan was absent.

CALL TO ORDER: 5:35 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of October 25, 2010.
2. Receive and File: a) Minutes of Joint Work Study Session City Council / Parks Commission October 4, 2010; b) Recognition of City Staff for Stroh Redevelopment Project; c) Minutes of Finance Committee Meeting October 18, 2010; d) Third Quarter Finance Report; e) City-wide Work Program; f) Minutes of Operation and Public Projects Committee October 21, 2010;
3. Interlocal Agreement for Funding of USGS Kitsap Peninsula Groundwater Model – Public Utility District #1 of Kitsap County.
4. Water Service Area Agreement – Stroh's.
5. Resolution - Renewal of Pierce Conservation District Assessment.
6. Grant Application: Netshed Walking Guide and Skansie Historic Register.
7. Resolution Declaring City Right-of-Way at 3003 Harborview Drive.
8. Approval of Payment of Bills for November 8, 2010: Checks #64914 through #65001 in the amount of \$1,551,374.02.
9. Approval of Payroll for the month of October: Checks # 5763 through #5785 in the amount of \$313,157.79.

Mayor Pro Tem Payne announced that Consent Agenda item number 5 would be moved to the beginning of new business for further discussion.

MOTION: Move to adopt the Consent Agenda as amended.
Kadzik / Malich – unanimously approved.

PRESENTATIONS:

1. Wilkinson Farm Community Garden Recognition - Barbara Carr; Healthy Communities of Pierce County; and several contributors: YMCA, St. Antony Hospital, PenMet Parks, Purdy Topsoil, Cenex, Route 16, Rosedale Runners, the Ancich Family, Boy Scouts, Chapel Hill Church, 29 Acts Church, Mid-day Rotary, and Community Volunteers.

Barbara Carr showed a brief PowerPoint presentation while describing the garden program. Mayor Pro Tem Payne read the appreciation certificate aloud as Ms. Carr called representatives from the groups to come forward.

2. Pierce Transit Tomorrow System Redesign Process Update. Lind Simonsen, Community Relations Coordinator presented the latest update. He reported that the upcoming levy, if passed, will allow Pierce Transit to continue the current level of service. If not adopted, cuts would be necessary.

OLD BUSINESS:

1. Second Public Hearing and Resolution – Harbor Hill LLC Development Agreement. Senior Planner Jennifer Kester reported that five people attended the informational meeting held by the developer and staff. She then gave an overview of the changes to the development agreement since the first reading.

The Mayor Pro Tem opened the public hearing at 6:03 p.m.

Christopher Smith – 3925 112th St. Ct. NW. Mr. Smith voiced concerns with the impact of this development on Woodridge neighborhood. He spoke about buffers, noise, privacy, schools, sewer, traffic and the impact of on-going construction. He said that he would like to be notified of all future meetings and decisions on this development.

Mr. Smith was asked if his neighbors received notice of the November 2nd informational meeting. He said some had and they shared with others. He said there wasn't enough time to organize information about all their concerns.

W. O'Toole – 3922 105th St. Ct. NW. Mr. O'Toole shared his concerns with the number of entrances into the development, environmental impacts, runoff, endangered species and the possible rodent infestation. He said he didn't think the density fits in with the existing neighborhoods.

Dr. Clark Deem – 11605 Sorrel 1 NW. Dr. Deem voiced concern with the border abutting Canterwood. He said that The Ridge project encroached into the 25 foot required buffer and 50% of the remaining trees were lost to windstorms. He said he would like an ironclad agreement to protect the buffers.

Tim Wysaske – 4608 Towhee Drive NW. Mr. Wysaske asked about the criteria for the mailing that went out. He said many of the residents of Canterwood did not receive notification. Ms. Kester explained that all notices were sent to property owners within 300 feet of the abutting property. She also addressed the concerns regarding environmental impacts.

Doug Allen – PO Box 405, Gig Harbor. Mr. Allen said he is representing the Canterwood Board of Directors tonight. He explained that Canterwood is a candidate for annexation to the city and how disappointed they have been with the buffer issues from past development abutting their southerly border. He said that Canterwood has worked with Olympic Property Group for decades and considers it a positive experience. He said that their concerns are buffers and density, adding that he hopes the future owners will be bound by the agreement. When asked the Board's position on the development,

Mr. Allen replied that the development agreement shows the abutting lots as the largest in the project; they hope to keep this in place.

Tim Wysaske asked for clarification on whether the buffer is measured from the wetland or from the lot lines. It was explained that wetlands have their own buffering requirements as do the residential lots. Ms. Kester further explained that all buffers are 50 feet; and there are no documented wetlands adjacent to the borders of Canterwood.

Brian Stowe – PO Box 2090, Sumner, WA. Mr. Stowe explained that he is a managing partner of McCormick LLC; a 180 lot subdivision by the YMCA. Mr. McCormick said that they have spent four years to get their plat through Gig Harbor due to tough regulations. He said that they totally support the Harbor Hills development.

John Chadwell – Olympic Property Group. Mr. Chadwell addressed several questions. He explained that the buffer is 50 feet in addition to those buffers on adjacent properties, which is substantial and not at all like The Ridge. When asked for a guarantee that this won't be violated, Jenn Kester cited the city regulations on construction. Mr. Chadwell further noted that it is their intention to maintain every tree possible, but it is the responsibility of the future homeowner. He said that they have been in conversation with Canterwood throughout this project and hope to be good neighbors. There was further discussion on the possibility of a penalty if the buffer is violated.

Mr. Chadwell continued to explain that there were studies done by the traffic engineers; trips are already allocated for this project. He described the frontage improvements along Borgen Boulevard. He continued to explain that the 20-year agreement allows for the phasing of development which addresses the concerns regarding clear cutting the entire area and the housing market. He then identified the retention ponds for the new project in regards to stormwater questions. Mr. Chadwell addressed the concerns with the number of units being proposed. He explained that it's a master project and the number of units is just over the city's minimum density requirements. He talked about the efforts to enhance the buffers and stay clear of the wetlands. He summarized that the development agreement provides benefit to both the neighbors and the city and asked for support.

At the Mayor Pro Tem's request, Mr. Chadwell gave an overview of the trails and parks and answered Council questions.

Christopher Smith asked about the configuration of the lanes at the new roundabout and then voiced concern with the traffic pressure on Peacock Hill. Mr. Chadwell responded that there will be a turn lane at the subdivision entrance. Ms. Kester invited Mr. Smith to come by and review the plans.

City Administrator Rob Karlinsey mentioned that the development agreement doesn't address things like road widths; these types of issues would be addressed during the Hearing Examiner proceedings. The audience was encouraged to stay involved.

The public hearing was closed at 6:42 p.m.

Staff addressed Councilmember Malich's request for clarification on the sewer capacity reservation and what would occur if the development agreement isn't adopted. Rob Karlinsey stressed that the biggest value is the Master Planning and its coordinated approach.

MOTION: Move to adopt Resolution No. 845 adopting the Harbor Hill LLC Development Agreement.
Young / Ekberg –

Council Franich voiced concern with the density required by the Growth Management Act and lack of language in the development agreement regarding the connector road to Burnham.

Councilmember Young said that he too was surprised that the connector road wasn't identified in the development agreement but said the agreement that has been worked out significantly benefits the city.

Councilmember Kadzik said he concurs with the benefits of the agreement. He then gave an overview of the efforts by Olympic Property Group to address many of the concerns that have come forward. He explained that the reason for the small roundabout at Peacock Hill is because the city couldn't acquire the necessary property from adjacent homeowners; some who lived in Woodridge. He too voiced disappointment that there isn't language about completion of the connector road but complimented the effort put into this agreement.

Councilmember Ekberg said many issues have been covered saying he supports the development agreement. This master plan guarantees a connected traffic system, park property up front, and sewer capacity has to be paid for or they will lose it.

Councilmember Franich said this development is the reason for the sewer plant expansion and he hopes to see some return on the rate increases borne by all ratepayers. He said the park property trade seems reasonable now, but questioned the property assessment and what the Park Impact fees could be in 10-15 years.

Mayor Pro Tem Payne explained that he has participated in the long-range planning for Peninsula School District, and there has been talk of placement of a school in this area.

RESTATED MOTION: Move to adopt Resolution No. 845 adopting the Harbor Hill LLC Development Agreement.
Young / Ekberg – Councilmembers Ekberg, Young Payne, Malich and Kadzik voted yes. Councilmember Franich voted No.

Ms. Kester announced that the next step is the hearing on the plat before the Hearing Examiner on December 16th. She said that those who received prior notice and anyone else who signs up will receive notice of future meetings for this development.

Councilmember Franich left the meeting at this time.

NEW BUSINESS:

1. Resolution - Renewal of Pierce Conservation District Assessment. Senior Engineer Jeff Langhelm explained that Pierce County may redirect the conservation fees formerly designated to the Pierce Conservation District to other projects. He introduced Erin Ewald, Planner from the Pierce Conservation District to explain further.

Ms. Ewald said that in 2003-04 the Pierce Conservation District received the \$5 per parcel conservation assessment. This money was used to leverage additional funding to support local community groups to work for improvements. She said that the Pierce County Council is discussing reallocation of this assessment to stormwater and flood districts. She said that the Pierce Conservation District will still receive a portion of the allocation through surface water programs.

Mr. Langhelm said that the Conservation District has restated that any re-allocation would not affect the services received by the city. He recommended approval of the renewal with Pierce County so that the Conservation District would continue to receive funding. He added that without the resources of the Conservation District, staff would have to perform the outreach efforts required by the new NPDES requirements.

Ms. Ewald said that the Pierce Conservation District has funding from other grants to projects so the city will continue to get the benefit if the agreement is renewed.

Council discussed the ten year term of the renewal.

MOTION: Move to adopt Resolution No. 846 reducing the term from ten years to one year.
Ekberg / Kadzik – unanimously approved.

2. Wastewater Treatment Plant (WWTP) Ph. 1 Improvement Project / Change Order No. 5 with Prospect Construction, Inc / Consultant Services Contract Amendment No. 3 with Parametrix / Consultant Services Contract Amendment No. 6 with Cosmopolitan Engineering, Inc. City Engineer Steve Misiurak presented the history of past change orders to further clarify the necessity of these change orders and contract amendments.

MOTION: Move to authorize the execution of Change Order No. 5 with Prospect Construction in the amount of \$69,855.13 and add an additional 41 contract calendar working days; to approve the Consultant Services Contract Amendment No. 3 with Parametrix, Inc. in the not-to-exceed amount of \$42,121.84; and to approve the Consultant Services Contract Amendment No. 6 with Cosmopolitan Engineering Group in the not-to-exceed amount of \$43,913.00.
Young / Malich – unanimously approved.

3. Public Hearing – 2011 Revenue Sources. Finance Director David Rodenbach explained that flat revenues for 2011 are anticipated.

The public hearing opened at 7:35 p.m. No one came forward to speak and the hearing closed.

4. Resolutions – 2010 Property Tax Levy and Excess Property Tax Levy. David Rodenbach introduced these two resolutions setting the city's regular tax levy and excess levy for the Eddon Boat Bonds for property tax collection in 2011. He said that the total excess levy used to pay the debt service on the Eddon Boat bond is the same as last year.

MOTION: Move to adopt Resolution No. 847 setting the regular tax levy.
Young / Kadzik – unanimously approved.

MOTION: Move to adopt Resolution No. 848 setting the excess property tax levy.
Young / Kadzik – unanimously approved.

5. Public Hearing and First Reading of Ordinance Adopting the 2011 Budget. David Rodenbach gave a brief overview of the changes to the 2011 Draft Budget since the worksessions. He then addressed Council questions.

The public hearing opened at 7:44 p.m.

Tracy VonTrotha – 512 25th Ave. NW. Ms. VonTrotha, Chair of the Gig Harbor Arts Commission, requested that Council fund art grants in 2011 with money transferred from the Art Capital fund. She read a letter from the GHAC and thanked Council for its consideration.

Councilmembers recalled the Budget Worksession discussion on this topic. Councilmembers Kadzik and Malich were in favor of the idea. Councilmember Ekberg opposed it, citing the Capital Fund is for the purchase of art. Mayor Pro Tem Payne said he wasn't in favor of taking money from the capital fund, but of trying to find it in elsewhere. Councilmember Young also was opposed to the idea of using Art Capital. He added that if the city is going to find \$10,000 from another source when we are cutting benefits and services to the citizens, he would rather see it used for other purposes.

MOTION: Move to take \$10,000 out of the Art Capital and allocate it for funding the Arts Grant program in 2011.
Kadzik / Malich - Councilmembers Kadzik and Malich votes yes.
Councilmembers Ekberg, Young and Payne voted no.

The motion failed. There were no further public comments and the hearing closed at 7:54 p.m.

6. Public Hearing and First Reading of Ordinance – 2010 Budget Amendment.

David Rodenbach presented an overview of the \$200,000 in General Fund Amendments to the 2010 Budget. He added that he expects to have a higher than anticipated Ending Fund Balance. The amendments are as follows:

- Police – \$33,000 as a result of guild negotiations, major vehicle repairs, and jail costs.
- Parks – \$100,000 for salaries, benefits, and supplies due to the addition of three additional parks: KLM, Cushman Trails and Eddon Boat.
- Drug Investigation Fund – department took in \$8000 from state.
- Park Development Fund – purchase of Madison Shores Property.

The public hearing was opened at 8:00 p.m. There were no public comments and the hearing closed.

STAFF REPORT:

1. Fishermen's Pier Conceptual Design. Mayor Pro Tem announced that this is a staff report, and a public hearing has been scheduled for the November 22nd meeting.

Rob Karlinsey said that staff is going to request guidance on how to proceed with the design. He explained that the project will be referred to as "The Maritime Pier" until a final name is chosen. Mr. Karlinsey then explained that a "Path Forward" plan was developed to get the parking lot designed and built by early 2011. The design included a conceptual of a pier in order to obtain permit approval. He introduced Larry Lindel, engineer from Sitts and Hill who has been working with the city on this design and volunteered his time to come to the meeting.

Project Engineer Marcos McGraw used a PowerPoint Presentation to give an overview of the property and progress of the project design for a parking lot and conceptual pier. He explained that the primary goal at this point is to construct the parking lot to include alignment to a future pier and not to conflict with proposed future uses. He said that comments from several stakeholder meetings have been taken into consideration in the preliminary design. Mr. McGraw introduced Larry Lindel to answer questions.

Larry Lindel, Lead Engineer, Sitts and Hill Engineers. Mr. Lindel gave an overview of the permitting process which begins with environmental permitting followed by construction permits. He explained the concept of asking for as much as possible up front in the environmental permitting process and then following up with the actual design for the building permit. He said that you can install provisions for a future fuel dock fairly easily and follow up with the permitting at a later time. A pump-out facility can be planned in conjunction with the public restrooms. Mr. Lindel recommended permitting for the largest float possible as it is harder to permit and would accommodate more boats than finger floats. He said the conceptual takes the length of the pier as far out

into deep water as possible. He explained that the marine portion has to be included with the parking lot design for the JARPA. He said that he has worked with staff to maximize parking and the view corridor.

Rob Karlinsey said staff is recommending that the city permit for the larger pier option to maximize the over-water coverage to facilitate the final design. Mr. Lindel strongly recommended vesting the environmental permits as the new Shoreline Management Plan does not allow for a parking lot on the shoreline.

Mr. Lindel and staff answered Council questions regarding the conceptual pier, parking lot design and permitting issues.

Council was asked for direction in order to move forward with permitting in order to vest and to meet the desired construction window. Mr. Karlinsey added that he would like construction of the parking lot to be complete by Memorial Day or delay it to after Labor Day to avoid disruption of business during the summer months. He added that direction from Council can be delayed until after the public hearing on the 22nd. He described two choices: 1) decouple the parking lot and pier final design. Then move forward to construct the parking lot while working on designing the pier; or 2) design the whole project holistically and take more time to engage the community.

Councilmember Ekberg suggested getting the site cleaned up and useable as soon as possible. Councilmember Young agreed and said he doesn't want to raise expectations for a public pier at this time.

Councilmember Malich said the decision should be postponed until the public hearing. He said there is no rush for a parking lot and we should use the available money to apply for permitting and design the entire project.

Jennifer Kester warned of the risk of changing the pier design after going through the shoreline substantial development permit process which could trigger new permits. Depending upon which Shoreline Master Program is in place it could become an issue.

Mr. Karlinsey recommended funding the final design for the pier in 2011 to avoid restrictions imposed by the new Shoreline Master Program. Councilmember Young voiced concern that if that's the case the design for a pier needs to be scaled way back.

Mayor Pro Tem Payne said he wanted to hear from the public on the 22nd before making any decisions. Mr. Karlinsey said there are two citizens with slides they would like to show.

Peter Stanley – 602 North 'C' Street, Tacoma. Mr. Stanley, owner of the Tides Tavern, said he would like his architect to work with the city on the restroom design. He asked if Council would consider one of his conceptual options that would allow him to keep his shed on city property. He explained the large amount of bulky consumables stored in

the shed along with staff lockers need to be close at hand. He said that as indicated, he would be willing to “foot the cost” of constructing the restrooms.

Mayor Pro Tem Payne asked staff and Mr. Lindel to review these conceptual drawings before the November 22nd public meeting to see if they are feasible. Concerns with the existing bulkhead, engineering issues, and changes to city code to allow the shed to remain on city property would have to be addressed.

Gary Glein – 3519 Harborview Drive. Mr. Glein, Economic Development Chair of the Gig Harbor Historic Waterfront Association, described the goals of his committee. He stressed the importance of this site on the economic development of the downtown area by adding additional parking, a variety of boating uses, and the potential for a marine fuel dock. He shared a conceptual drawing showing a 135 foot pier that includes a marine fuel station and different types of docks for a variety of uses. He answered questions regarding other fuel docks.

2. Update on BB16 Roundabouts. City Engineer Steve Misiurak used illustrations to explain the methodology and intent of how to navigate the two newly completed roundabouts.

PUBLIC COMMENT: None.

MAYOR’S REPORT / COUNCIL COMMENTS: None.

Councilmember Kadzik said he uses the roundabout four times a day and it’s a breeze. The new changes have made a big difference.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Civic Center Closed Thu. Nov 11th for Veterans Day.
2. Operations Committee: Thu. Nov. 18th at 3:00 p.m.

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

MOTION: Move to adjourn to Executive Session at 9:25 p.m. not to exceed ten minutes.

Young / Malich – unanimously approved.

MOTION: Move to return to regular session at 9:35 p.m.

Kadzik / Young – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 9:35 p.m.

Kadzik / Young – unanimously approved.

CD recorder utilized: Tracks 1002 – 1035

Timothy Payne, Mayor Pro Tem

Molly Towslee, City Clerk



GIG HARBOR CITY COUNCIL BUDGET WORKSESSION MINUTES

DATE: November 1, 2010
TIME: 5:30 p.m.
LOCATION: Community Rooms A & B
SCRIBE: Molly Towslee, City Clerk
MEMBERS PRESENT: Mayor Hunter, Councilmembers Franich, Kadzik, Payne, Malich, Conan, and Young.
STAFF PRESENT: Rob Karlinsey, Paul Nelson, Judge Dunn, Lt. Colberg, David Rodenbach, Dick Bower, Tom Dolan, Barb Tilotta and Molly Towslee.

INTRODUCTION

Mayor Hunter opened the meeting and announced the two public hearings on the 2011 Budget on November 8th and 22nd. After roll call, Mayor Hunter turned the meeting over to City Administrator Rob Karlinsey.

LEGISLATIVE

Rob Karlinsey introduced this fund.

DISCUSSION POINTS

- Budgeted for two Councilmembers to travel to Washington D.C. and one to attend the AWC Conference in 2011.
- Salary and salary range increases.

NON-DEPARTMENTAL

David Rodenbach gave an overview the Objectives for this fund.

DISCUSSION POINTS

- Spending more due to debt service.
- Employee Benefits - payments for LEOFF I disability, workers comp and unemployment benefits.
- Strategic Funds
- Economic Development.

COURT

Court Administrator Paul Nelson presented the 2011 Objectives.

DISCUSSION POINTS

- Continue the outreach program with Peninsula School District handicapped students.
- Replace dated laptop.
- Performance measures overview. Cases down due to officers on leave.

RECOMMENDATION / ACTION / FOLLOW-UP

1. Research stationary computer for Council Chambers in lieu of new laptop.

ADMINISTRATION

City Administrator Rob Karlinsey said this budget similar to 2010. He presented an overview of the goals and objectives.

DISCUSSION POINTS

- Economic Development: Mainstreet Program, Chamber of Commerce lease and Volunteers.
- Lobbying Efforts.
- Citizen Survey – apply for grants.
- Legal – substantial cost decrease in 2010. Attorney request for amendment to contract to increase hourly fees.

RECOMMENDATION / ACTION / FOLLOW-UP

1. Poll other attorney firms to determine rate increases.
2. RFP for Prosecutor/Public Defender services.

FINANCE / INFORMATION SYSTEMS

Finance Director David Rodenbach gave an overview of the 2011 Objectives.

DISCUSSION POINTS

- Hospital Benefit Zone – enact in 2011.
- Ways to fund Harbor Hill Connector Road.
- Fire Suppression cost allocation.
- Add second T-1 line for additional bandwidth.

RECOMMENDATION / ACTION / FOLLOW-UP

1. Clarify HBZ issues: ability to amend list of projects; grandfathering.
2. IT to investigate the feasibility of a shared computer in the Chambers.

PLANNING

Planning Director Tom Dolan gave an overview of the 2011 Objectives.

DISCUSSION POINTS

- Update comprehensive plan – process should be shorter and smoother.
- Land Use Text Amendments – substantial backlog.
- Shoreline Master Program updates – process began in 2008 and is going well.
- Develop civil penalty process for code enforcement.
- Downtown Parking Revisions.

RECOMMENDATION / ACTION / FOLLOW-UP

1. Parking revisions: look at Finholm area. Need additional parking in downtown area; look into leasing spaces.

BUILDING / FIRE SAFETY / EMERGENCY MANAGEMENT

Building / Fire Safety Director Dick Bower gave an overview of the 2011 Objectives.

DISCUSSION POINTS

- Provide Fire Inspection and investigation.
- Develop the Paladin Portal and Dashboard for permit management/data reporting.
- Secure Emergency Management Performance and other emergency management grants.
- Mutual Aid – WABO to lobby for legislation.
- Emergency Management
 - Update all-hazard mitigation plan.

- Establish a neighborhood preparedness program working with PEP-C.
- Contingency account – could be used as a reserve fund and will help leverage grants.
- Performance Measures – kudos to Building Staff, numbers are up.

POLICE DEPARTMENT

Lt. Colberg gave a brief overview of the 2011 Objectives.

DISCUSSION POINTS

Administration

- Complete and implement a new department policy manual.
- Problem-oriented policing training for all members of department.
- Provide financial support for the YMCA Partners for Youth and Boys & Girls Club “Kids at Hope” Campaigns with MVET funds.

Operations

- Expand Citizens on Patrol Program.
- Expand Traffic Safety Program.
- Increase knowledge and expertise in drug investigations.
- Fund specialized service – PC Sheriff’s Dept.
- Eliminate drug dog program.

Marine Services

- Expand house and work with other boating groups towards increased boating education courses.
- Work to eradicate derelict boats.

BUDGET RESERVES

David Rodenbach discussed the ability to pay off the Civic Center Bonds in 2020 without additional funds added to the reserve fund. The Finance and Safety Committee proposed two new strategic funds: Strategic Reserve Fund (\$200,000) to take advantage of strategic opportunities and insulate the city from revenue fluctuations and other contingencies. The fund would be built up each year using General Fund operation revenues and undesignated fund balances. If drawn down, the amount should be replenished within three years. The second reserve fund is for equipment replacement (\$50,000).

DISCUSSION POINTS

- Follow through with commitment to pay off Civic Center: City is paying \$630,000 per year on principal plus we already have the 3.2 million to pay off in 2020.
- Contested sales tax - \$500,000 will be taken out contingent upon outcome.
- Investment policy.

ART CAPITAL

DISCUSSION POINTS

- 1% for Art program = \$44,000 in grant funds for city.
- Outdoor Gallery Program.

Rob Karlinsey said the Gig Harbor Arts Commission is requesting to move \$10-20,000 from the Arts Capital Fund of \$91,707 for grants in 2011.

DISCUSSION POINTS

- Purpose of the Arts Capital is to build a reserve fund to purchase art.
- Grants infuse money into struggling programs.
- Grant program made sense when the city had more money.

- Art can be performing or physical.
- Possibly take grant money from source other than Arts Capital.
- In the current economic climate when employees and services have been cut, is spending money on art appropriate?

There were no further comments; the worksession adjourned at 7:50 p.m.



GIG HARBOR CITY COUNCIL BUDGET WORKSESSION MINUTES

DATE: November 2, 2010
TIME: 5:30 p.m.
LOCATION: Community Rooms A & B
SCRIBE: Molly Towslee, City Clerk
MEMBERS PRESENT: Mayor Hunter, Councilmembers Kadzik, Payne, Malich, Franich, Young and Ekberg.
STAFF PRESENT: Rob Karlinsey, David Rodenbach, Barb Tilotta, Lauren Lund, Steve Misiurak, Darrell Winans, and Molly Towslee.
OTHERS PRESENT: Wade Perrow, Tracy VonTrotha

INTRODUCTION

After roll call, Mayor Hunter announced that the public hearings on the draft ordinance are scheduled for November 8th and 22nd.

Rob Karlinsey gave an update of changes made to the budget from last night's comments:

- Court doesn't require the laptop so it was removed.
- The city received a grant for \$4000 to get the Skansie Netshed on the register and to develop a Netshed Walking Tour brochure.

MARKETING

Rob Karlinsey prefaced the Marketing Budget by explaining that there are two versions: the Mayor's Budget and one proposed by the Lodging Tax Advisory Committee.

Marketing Director Lauren Lund presented the budget; the smallest in quite some time. She said this proposed budget includes reduced hours for both herself and the Marketing Assistant and elimination of the receptionist position. She said the budget was developed with the assumption that the Chamber of Commerce will be running a visitors center.

DISCUSSION POINTS

- Cuts allow a healthier marketing budget and allow the department to remain visible and continue with its current plan.
- Contributions to the Tacoma Convention Bureau are included, but not the Kitsap Convention Bureau. They have agreed to accept \$2500 and so that will come from the advertising budget.
- Haven't heard back from the Chamber as to whether they will accept the proposed lease.
- Chamber may counter-propose that the city pay the 12.5% lease tax and maintain the landscaping.
- Concerns with an adjustment period.
- Too many deductions to the \$1000 lease will end up costing the same as now.
- Mayor's budget proposes a 75% LTAC and 25% General Fund split based upon 32 hours a week.

Councilmember Young explained that the LTAC Budget has an expectation that the city will come up with additional money from the General Fund or dip into the Reserve Capital Fund.

DISCUSSION POINTS

- Funding the Kitsap Visitor's Bureau is a concern.
- 25/75 split
- Income from the Visitor Center lease should be credited to the LTAC because there's no net loss to the General Fund.
- Visitor Center is going to happen regardless.

Rob Karlinsey made a budget comparison.

- LTAC proposal is \$15,500 higher than Mayor's Budget
- Contribution towards Marketing Salary can be from General Fund verses LTAC%, or
- Tap the Ending Fund Balance reserve, or
- Capital set-aside fund.

DISCUSSION POINTS

- Should the city continue to run VIC? Is Chamber committed?
- If we walk away from negotiations will we be in same place next year?
- Goal is a first-class Visitors Center. This is an opportunity to work with the Chamber towards this goal.
- Mend relationship with the Chamber.
- Good for the Community.
- Bridge strategy if LTAC funding improves.
- Where funds would come from.
- If Chamber takes over function, require a five-year commitment.
- Chamber will ask for LTAC funding.

RECOMMENDATION / ACTION / FOLLOW-UP

1. Table discussion until Chamber gets back with revised proposal.
2. Don't wait long as the Mainstreet Program, VICI Volunteers and staff are left hanging.
3. If there is a shortage, explore utilizing the Reserve Fund.

PARKS

Laureen Lund explained that Marketing has secured funding for the Holiday Tree Lighting Ceremony, Movies in the Park, and Concerts in the Park.

Rob Karlinsey and Steve Misiurak gave an overview of the 2011 Parks Objectives and Capital.

DISCUSSION POINTS

- Eddon Boat sediment monitoring – 2011 will be year 3 of 5 to monitor.
- Add the Halloween event as a parks objective. Explore sponsorship.
- Moving Farmers Market to Tuesdays and closing the street.

PARKS CAPITAL

DISCUSSION POINTS

- Skansie Netshed – replace pilings. City match required: \$25,000.
- Jerisich Dock Plaza – Pleasurecraft Marina has verbally agreed to allow dumpsters to remain on property. Need community donations for Plaza improvements.
- Skansie House – improvements to main floor.
 - Asking for community resource.
 - Horrible odor in the Skansie House second floor. May be sewer trap.
 - Request for Proposals for non-profit use.
 - Talk to Rotary to take on project.

- Eddon Boat Park Marine Facilities.
 - Work with Gig Harbor Boatshop for funding and grants.
 - If they cannot get the railway they may cancel lease.
 - Permit windows – extend into end of 2011.
 - Councilmember Ekberg announced he represents Gig Harbor Boat Shop and offered to recuse himself if discussion on the lease is discussed further.
 - \$400,000 – 1 million to construct due to containment.
 - Demo model only is less expensive and permitted use.
 - New SMP concerns.
 - GHBS wants expanded use – need to clarify use. City won't pay higher costs.
 - Protecting property that was just cleaned up.
 - Based upon use or tonnage?
 - Determine intent.
 - RCO grant would require a match.
 - Still being monitored for acceptance from Dept. of Ecology.
- Cushman Trail.
 - Hoping for Federal appropriation – probably only will get \$500,000.
 - Met with Pierce County Parks and Recreation to see what can be built with this amount: restroom at trailhead at Borgen and trail to McCormick Creek = \$600,000.
 - Another 80,000 to get to 50th Street.
 - Pin pile bridge = 1.2 million
- Twalkut Trail Connection.
 - Fort Lewis crew to come and rough it out.
 - Ask the Engineering Battalion to construct the pin pile bridge?
- Wilkinson Farm Park Wetland delineation and mitigation plan.
 - Needed before volunteer groups do projects.
 - Can't do necessary maintenance work without the delineation.
- Fishermen's Pier Property
 - Proposal to Council on Monday night.
 - Intent is to get parking lot done in 2011.
 - What to call the pier? Maritime Pier, Peoples Dock?
 - Research the history with Historical Society and come back with recommendation.
 - Can't afford to move forward with pier design at this time.
- Eddon Boat Park.
 - Beach improvements scheduled for 2011.
 - ADA accessible as much as possible.
 - Conceptual to go before the Operations and Public Projects Committee.

RECOMMENDATION / ACTION / FOLLOW-UP

1. Skansie House: Talk to Rotary and other community groups to take on project.
2. Work with GHBS on Marine Railway, funding and determine intent.
3. Cushman Trail: work with PC Parks and Rec.
4. Twalkut Trail: work with Ft. Lewis resources.
5. Fishermen's Pier: continue outreach for public input.
6. Eddon Boat Park: to OPP Committee.

STREET OPERATING

DISCUSSION POINTS

- Renegotiate pavement marking contract with Pierce County.
- Transportation capacity availability report and traffic model.
- Street sign reflectivity – relatively new MUTCD requirement.
- Roadway survey monuments – useful for developers and consistency.
- Pavement management and rating system.
 - Inventory streets.
 - Evaluate rate and life span.
 - Schedule improvements.
- Ditch Tamper.
- Rosedale / Schoolhouse Drive traffic signal improvements – adding pedestrian countdown.
- Pavement maintenance and repair.
 - Old list obsolete – evaluate and discuss it OPPs Committee.
 - Chip seals extend life of road.
 - Fog-seal Harborview Drive if budget allows.

RECOMMENDATION / ACTION / FOLLOW-UP

1. Evaluate street repair list and forward to the Operations and Public Projects Committee.

STREET CAPITAL

DISCUSSION POINTS

- Stanich sidewalk.
- 50th Street Connection.
- PW Shop Sewer Connection – the system is failing.
 - \$50,000 placeholder – dollar amount needs to be refined.
 - City has to pay connection fees, equipment costs, etc.
 - Comp Plan amendment required to connect to the lower, closer basin.

RECOMMENDATION / ACTION / FOLLOW-UP

1. Refine budget for sewer connection for city shop.

WATER OPERATING

DISCUSSION POINTS

- Water model calibration.
- East water tank – security and fencing.
- Grandview water tank - only repaint if necessary.

WATER CAPITAL

DISCUSSION POINTS

- Deep aquifer well development.
- System upgrades using in-house staff.
- Water rights annual advocate/permitting.
 - USGS study - \$10,000 per year agreement for 5 years.

- Increases quality and reliability.
- Baseline study for the Peninsula.
- If we don't join the group, city will have to perform the studies individually.
- USGS is paying ½ out of pocket.
- Recent Supreme Court case in city's favor – municipal water rights “use it or lose it” now gone.
- Reuse and reclaimed water.
 - Wastewater budget to share 1/3 of cost.
 - Where to use reclaimed water?
 - Satellite facilities.
- Continue the asbestos-cement water main replacement. Depends on whether Harborview / Stinson project comes in under budget.
- Shurgard watermain replacement.

RECOMMENDATION / ACTION / FOLLOW-UP

1. Compile a list of water tanks and when they were inspected and painted for City Council.

WASTEWATER OPERATING

WWTP Supervisor Darrell Winans gave an overview of the 2011 Objectives for Wastewater Operating.

DISCUSSION POINTS

- Lift station maintenance and repair.
- Treatment plant equipment repair and maintenance.
- Line cleaning – good for risk management.
- Odor Control.
- Wet well recoating.
- Flow meter installation.
- Pump Station 3A channel monster replacement. Important piece of equipment wearing out.
- Shorecrest community septic system (Ray Nash / Rosedale). Establish rates and fees to budget for the system.

STAFF ADJUSTMENT

Darrel gave an overview of this request to create a job classification of Wastewater Treatment Plant Collection System Tech II, Senior Wastewater Treatment Plant Operator, and to move staff into these new classifications.

- High performing employees worth compensating.
- Years of experience and expertise. In demand in the job market.
- It would be a lateral move - no increase in salary in this budget.
- Taken on a 16 million gallon capacity facility without asking for more staff until 2012.

WASTEWATER CAPTIAL

City Engineer Steve Misiurak gave an overview of the 2010 Objectives.

DISCUSSION POINTS

- WWTP Expansion – Phase I.
- Lift Station No. 6 replacement.
 - Finalizing cost estimate.
 - Three possible designs.
 - \$850,000 is partially submerged design.
- Lift Station No. 12 replacement.
- Wastewater Outfall completion.
- Canterwood conveyance system deterioration – result of discharge into system.

STORMWATER OPERATING

DISCUSSION POINTS

- NPDES Phase 2.
- Storm ditch cleaning at various locations through Interlocal with Pierce County.

STORMWATER CAPITAL

DISCUSSION POINTS

- Donkey Creek Daylighting.
 - Workshop November 3rd to finalize plan.
 - City to supplement with \$300,000 from Stormwater Operating Budget.
- 38th Avenue Garr Creek Basin Improvements.
 - Possible LID?
 - Inherited the problem from Pierce County.
- WWTP cross culvert replacement.

There were no further comments; the worksession adjourned at 8:18 p.m.



NOV 7 2010

CITY OF GIG HARBOR


Fife Police Department

James M. Paulson Criminal Justice Center
3737 Pacific Highway E. Fife, Washington 98424-1135
Phone: (253) 922-6633 / Fax (253) 922-1220

November 3, 2010

City Administrator Rob Karlinsey
City of Gig Harbor
3510 Grandview Street
Gig Harbor WA 98335

Dear City Administrator Karlinsey:

The Tacoma-Pierce County DUI Victim's Impact Panel will be holding their annual candlelight vigil to kick off the impaired driving emphasis for the holiday season for our region. The Victim's Impact Panel is dedicated to victims and families that have been impacted by impaired driving. On behalf of the Executive Board, I would like to take this opportunity to invite you to this year's event as Gig Harbor Officer Raquel Brunson has been selected to receive an award for her dedication and efforts in working to make your community safer. 

The awards event will be held on Friday, November 19, 2010 at the Columbia Junior High Performing Arts Center, which is located at 2901 54th Avenue East, Fife Washington 98424. Hors d'oeuvres and a social gathering will be from 5:30 to 6:30 PM with the awards portion commencing at 6:30 PM in the main portion of the building.

The efforts that Officer Brunson has taken have made the roadways of Gig Harbor safer and have not gone unnoticed by Chief Davis, your community and fellow law enforcement officers.

If you could RSVP to (253) 896-8251 or dkilponen@cityoffife.org and advise if you will be attending, it would be greatly appreciated.

Sincerely,

Chief Brad Blackburn
Board Member

Presiding Judge Kevin Ringus
Board Member

"The department serves the people of Fife by providing law enforcement services in a professional and courteous manner, and it is to these people that the department is ultimately responsible."

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 11/06/2010

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20110228

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. DREYLING, CHERRI LYNN	THE HARBOR KITCHEN 8809 N HARBORVIEW DR GIG HARBOR WA 98332 2168	083974	BEER/WINE REST - BEER/WINE OFF PREMISES
2. HALFTIME SPORTS, LLC	HALF TIME SPORTS 5114 PT FOSDICK DR NW # J&K GIG HARBOR WA 98335 1717	073240	SPIRITS/BR/WN REST LOUNGE - KEGS TO GO

NOTICE OF LIQUOR LICENSE APPLICATION



MVG

RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov
DATE: 11/15/10

TO: MOLLY TOWSLEE, CITY CLERK

RE: APPLICATION FOR ADDED PRIVILEGE

UBI: 602-920-108-001-0039
License: 083474 - 1U County: 27
Tradenam: ALBERTSON'S NO. 406
Loc Addr: 11330 51ST AVE NW
GIG HARBOR WA 98332-7890
Mail Addr: DEPT 70428
PO BOX 20
BOISE ID 83727-0020
Phone No.: 813-853-4750

APPLICANTS:
NEW ALBERTSON'S, INC.

Privileges Upon Approval:
GROCERY STORE - BEER/WINE
BEER AND WINE TASTING

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

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Do you approve of applicant ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken? | <input type="checkbox"/> | <input type="checkbox"/> |
| (See WAC 314-09-010 for information about this process) | | |
| 4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based. | | |

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



Subject: Resolution – Surplus Equipment

Dept. Origin: Public Works-Operations

Proposed Council Action:

Adopt Resolution No. 849 declaring the specified equipment surplus and eligible for sale.

Prepared by: Marco Malich
Public Works Supervisor

For Agenda of: November 22, 2010

Exhibits: Resolution No. 849

Initial & Date

Concurred by Mayor:

Approved by City Administrator: [Signature]

Approved as to form by City Atty: [Signature]

Approved by Finance Director: [Signature]

Approved by Department Head: [Signature]

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

INFORMATION / BACKGROUND

Staff requests authorization to surplus the following equipment: One Police Vehicle Dog Cage, One 2002 Ford 3/4 Ton Tail Gate & Rear Bumper, Two Onan Automatic Transfer Switches.

This equipment is obsolete.

FISCAL CONSIDERATION

Proceeds from the auctioning of these items will go to the General Fund.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt Resolution No. 849 declaring the specified equipment surplus and eligible for sale.

RESOLUTION NO. 849

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

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

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

To declare as surplus:

EQUIPMENT	Quantity	SERIAL / ASSET NUMBER	MODEL INFO.
Police Vehicle Dog Cage (this cage replaces the back seat of a 2006 Ford Crown Victoria)	1	N/A	N/A
2002 Ford ¾ Ton Tail Gate and Rear Bumper	1	N/A	N/A
Onan Automatic Transfer Switch (1,200 amp/480 volt)	1	K990020387	OTE 3384898
Onan Automatic Transfer Switch	1	L940563139	OT 150

PASSED ON THIS 22nd day of November, 2010.

APPROVED:

MAYOR CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 11/09/10
PASSED BY THE CITY COUNCIL: 11/22/10
RESOLUTION NO. 849



Subject: Holiday Tree Lighting
Entertainment Contract

Proposed Council Action:

Authorize the award and execution of the contract for the holiday tree lighting entertainment to The Tahoma Tones in the amount of four hundred fifty dollars and No Cents (\$450.00).

Dept. Origin: Public Works - Operations
Prepared by: Marco Malich,
Public Works Superintendent

For Agenda of: November 22, 2010

Exhibits: Contract
Initial & Date

Concurred by Mayor: _____
Approved by City Administrator: MMK
Approved as to form by City Atty: N/A
Approved by Finance Director: CP 11/12
Approved by Department Head: _____

Expenditure	Amount	Appropriation
Required \$450	Budgeted \$1,000	Required \$0

INFORMATION / BACKGROUND

The 2010 Parks Operating Budget, Objective 2 provides \$1,000 for entertainment at the annual tree lighting event. Jesse Savage dba Tahoma Tones were chosen to perform in 2010 for the amount of \$450.

FISCAL CONSIDERATION

This expense will be paid for out of Parks, Professional Services, of which the funds were received by corporate community support of CenturyLink in the amount of \$1000.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the award and execution of the contract for the holiday tree lighting entertainment to Jesse Savage in the amount of four hundred fifty dollars and no cents (\$450.00).

**CONTRACT FOR CHRISTMAS TREE LIGHTING CONCERT
CONTRACTOR AGREEMENT WITH THE CITY OF GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and **JESSE SAVAGE**, whose address is 9820 Harborview Place, Gig Harbor, WA, 98335 (hereinafter the "Contractor").

RECITALS

WHEREAS, the City wishes to engage the Contractor to provide musical services, as part of the Gig Harbor 2010 Holiday Tree Lighting; and

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

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on December 4th, 2010 with an expected audience of 500 persons. The concert will take place regardless of the weather, rain or shine.

The Contractor agrees to provide a band singing holiday carols with their small sound system at the below listed concert site between the hours of 5:00 p.m. to 6:45 p.m, with set up anytime after 3pm.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Contractor is instructed to stand beneath the pavilion located on the park property awaiting check in with Laureen Lund at 4:30 pm.

II. Payment

The City shall pay the Contractor Four Hundred Fifty Dollars and no cents (\$450.00), which shall be paid to the Contractor, by mail, ten days after the performance.

III. Relationship of Parties

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

necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

III. General Provisions.

Any assignment of this Contract by the Contractor without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2010.

THE CITY OF GIG HARBOR

By: Jesse Savage

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

By: _____
Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk



Subject: Joinder Agreement relating to the Harbor Hill Development Agreement

Proposed Council Action: Authorize the Mayor to sign the consent to Joinder Agreement obligating OPG Properties, LLC to the terms of the Harbor Hill Development Agreement approved November 8, 2010.

Dept. Origin: Planning

Prepared by: Jennifer Kester
Senior Planner *JK*

For Agenda of: November 22, 2010

Exhibits: Joinder Agreement

Initial & Date

Concurred by Mayor:

Approved by City Administrator: PKK 11/16/10

Approved as to form by City Atty: E-MAIL

Approved by Finance Director: N/A

Approved by Department Head: TD 11/16/10

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

INFORMATION / BACKGROUND

On November 8, 2010, the City Council passed Resolution No. 845 authorizing the Mayor to execute a Development Agreement with Harbor Hill LLC. After approval and execution of the Development Agreement, OPG's attorney notified the City Attorney that in subsequent discussions the Developer realized that due to a drafting error, OPG Properties, LLC (the parent company of Harbor Hill LLC), was omitted as an owner and developer of a portion of the Property. The proposed Joinder Agreement will obligate OPG, as owner and developer, to the same obligations as the "Developer" under the Development Agreement. Note that the recording number for the Development Agreement will be inserted once received from the County and prior to final execution. No public hearing is required to authorize the addition of OPG Properties, LLC, to the Development Agreement.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move To: Authorize the Mayor to sign the consent to Joinder Agreement obligating OPG Properties, LLC to the terms of the Harbor Hill Development Agreement approved November 8, 2010.

After Recording, Return To:

Marco de Sa e Silva
Davis Wright Tremaine LLP
Suite 2200
1201 Third Avenue
Seattle, Washington 98101-3045

JOINDER AGREEMENT

Grantor: OPG Properties, LLC, a Washington limited liability company
Harbor Hill LLC, a Washington limited liability company

Grantee: City of Gig Harbor, Washington

Abbreviated Legal Description:

Portions of SE quarter of Section 30, NE quarter of Section 31,
SE quarter of Section 31, NW quarter of Section 31, and SW quarter of
Section 31, all in Township 22 North, Range 2 East, W.M., Pierce County,
Washington.

Assessor's Property Tax Parcel Account Numbers:

OPG: 0222308002, 0222311000, 0222311009
HH: 4002470011, 4002470012, 4002470030, 4002470042, 4002470051

Reference Numbers of Related Documents:

_____ (Harbor Hill Development Agreement)

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (this "Joinder Agreement") dated and effective as of this _____ day of November, 2010, is made by OPG Properties, LLC, a Washington limited liability company ("OPG"), and Harbor Hill LLC, a Washington limited liability company ("Harbor Hill") (collectively, "Developer"), in reference to that certain "Development Agreement by and Between the City of Gig Harbor and Harbor Hill LLC" dated November _____, 2010 (the "Development Agreement"), between Harbor Hill as the "Developer" or "Harbor Hill" and the City of Gig Harbor as the "City," relating to the real property located in the City of Gig Harbor, Pierce County, Washington, legally described on Exhibit A attached hereto (the "Property"), which was recorded in the real property records of Pierce County, Washington, under Auditor's File No. _____. Capitalized terms not otherwise defined in this Joinder Agreement shall have the meanings given them in the Development Agreement.

Harbor Hill is a wholly-owned subsidiary of OPG. Harbor Hill owns the Commercial Area of the Property and OPG owns the Residential Area of the Property, as such terms are defined in the Development Agreement. Due to a drafting error, OPG was not identified in the Development Agreement as the developer and owner of a portion of the Property. OPG desires to join in the Development Agreement as a party and as an additional Developer, to be bound under the Development Agreement to the same extent as Harbor Hill.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OPG and Harbor Hill hereby agree as follows:

1. **Joinder.** OPG affirms, agrees to, confirms, consents to, and ratifies the Development Agreement. OPG shall be a party to the Development Agreement to the same extent that Harbor Hill is a party to the Development Agreement. All references in the Development Agreement to "Developer" and "Harbor Hill" shall mean both OPG and Harbor Hill.
2. **Joint and Several Liability.** OPG and Harbor Hill shall be jointly and severally liable to the City for all obligations of the Developer under the Development Agreement.
3. **Miscellaneous.** This Joinder Agreement shall be effective as of the date on which it is made, but the obligations of OPG under the Development Agreement shall relate back to the date on which the Development Agreement was made. This Joinder Agreement is made for the sole purpose of adding OPG as an additional Developer under the Development Agreement and shall not change any term or condition of the

Development Agreement nor limit any right of or impose any new obligation on the City of Gig Harbor.

EXECUTED AND DELIVERED as of the date first set forth above.

OPG PROPERTIES LLC, a Washington
limited liability company

By: _____

Jon Rose
Its: President

Date: _____

HARBOR HILL LLC, a Washington limited
liability company

By: _____

Jon Rose
Its: President

Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

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

DATED: _____

Printed: _____

NOTARY PUBLIC in and for Washington

2

Residing at: _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

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

DATED: _____

Printed: _____
NOTARY PUBLIC in and for Washington
Residing at: _____
My appointment expires: _____

CONSENT OF CITY OF GIG HARBOR

The City of Gig Harbor hereby consents to the foregoing Joinder Agreement and the joinder of OPG Properties LLC as an additional Developer under the development agreement described therein, provided, however, that this consent shall not change any term or condition of the Development Agreement nor limit any right of or impose any new obligation on the City of Gig Harbor.

CITY OF GIG HARBOR, a Washington
municipal corporation

By: _____

CHARLES L. HUNTER

Its: Mayor

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that CHARLES L. HUNTER is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of 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: _____

Printed: _____
NOTARY PUBLIC in and for Washington
Residing at: _____
My appointment expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

RESIDENTIAL AREA

Owned by OPG Properties LLC

TAX PARCEL NUMBER 0222308002

LOT 2 OF THE CITY OF GIG HARBOR SHORT PLAT PL-SP-07-005, RECORDED UNDER PIERCE COUNTY AFN 200902135006, SAID LOT 2 BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., PIERCE COUNTY, WASHINGTON.

TAX PARCEL NUMBER 0222311000

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN.
EXCEPT ROADS.
SITUATE IN THE CITY OF GIG HARBOR, COUNTY OF PIERCE, STATE OF WASHINGTON.

TAX PARCEL NUMBER 0222311009

PARCEL "B" OF THE BOUNDARY LINE ADJUSTMENT RECORDED UNDER PIERCE COUNTY AFN 200407275004, SAID PARCEL "B" BEING PORTIONS OF THE WEST HALF OF THE NORTHEAST QUARTER AND OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M.
SITUATE IN THE CITY OF GIG HARBOR, COUNTY OF PIERCE, STATE OF WASHINGTON.

COMMERCIAL AREA

Owned by Harbor Hill LLC

TAX PARCEL NUMBER 4002470011

THAT PORTION OF LOT 1, BUSINESS PARK AT HARBOR HILL, PER THE PLAT THEREOF RECORDED UNDER AUDITOR'S FILE NUMBER 200605235007, SAID LOT 1 BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., PIERCE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 1 LYING 287.61 NORTHERLY OF THE SOUTHEAST CORNER OF SAID LOT 1, AS MEASURED ALONG THE EAST LINE OF SAID LOT 1, THENCE NORTH 77°06'13" WEST 644.52 FEET TO AN ANGLE POINT IN THE WEST LINE OF SAID LOT 1;
THENCE ALONG THE BOUNDARY OF SAID LOT 1 THE FOLLOWING COURSES:
THENCE NORTH 88°22'24" WEST 110.70 FEET;

THENCE NORTH 05°55'53" EAST 181.58 FEET;
THENCE SOUTH 88°22'24" EAST 33.73 FEET;
THENCE NORTH 14°26'00" EAST 232.65 FEET;
THENCE SOUTH 48°15'42" EAST 247.61 FEET;
THENCE NORTH 77°19'55" EAST 95.23 FEET;
THENCE NORTH 37°16'34" EAST 168.29 FEET;
THENCE SOUTH 88°22'24" EAST 177.38 FEET TO A POINT ON A 766.00 FOOT CURVE TO
THE RIGHT, THE RADIUS OF WHICH BEARS SOUTH 64°21'11" WEST
THENCE SOUTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 358.65 FEET, THROUGH
A CENTRAL ANGLE OF 26°49'36";
THENCE SOUTH 01°10'47" WEST 189.56 TO THE POINT OF BEGINNING.

TAX PARCEL NUMBER 4002470012

THAT PORTION OF LOT 1, BUSINESS PARK AT HARBOR HILL, PER THE PLAT THEREOF
RECORDED UNDER AUDITOR'S FILE NUMBER 200605235007, SAID LOT 1 BEING A
PORTION OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE
2 EAST, W.M. PIERCE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 1 LYING 287.61 NORTHERLY OF
THE SOUTHEAST CORNER OF SAID LOT 1, AS MEASURED ALONG THE EAST LINE OF SAID
LOT 1;

THENCE ALONG THE BOUNDARY OF SAID LOT 1 THE FOLLOWING COURSES:

THENCE SOUTH 01°10'47" WEST 287.61 FEET;
THENCE NORTH 88°22'24" WEST 631.54 FEET;
THENCE NORTH 01°15'21" EAST 412.28 FEET TO AN ANGLE POINT IN SAID BOUNDARY;
THENCE DEPARTING SAID BOUNDARY SOUTH 77°06'13" EAST 644.52 FEET TO THE POINT
OF BEGINNING.

TAX PARCEL NUMBER 4002470030

LOT 3, BUSINESS PARK AT HARBOR HILL, PER THE PLAT THEREOF RECORDED UNDER
AUDITOR'S FILE NUMBER 200605235007, SAID LOT 3 BEING PORTIONS OF THE
NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 22
NORTH, RANGE 2 EAST, W.M. PIERCE COUNTY, WASHINGTON.

TAX PARCEL NUMBER 4002470042

THE NORTHERLY 5.3367 ACRES OF THE REVISED LOT 4 OF THE PLAT OF THE BUSINESS
PARK AT HARBOR HILL PER BOUNDARY LINE ADJUSTMENT RECORDED IN PIERCE
COUNTY, WASHINGTON, AUDITOR'S FILE NUMBER 200710195003 FURTHER DESCRIBED
AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL ADJACENT TO HARBOR
HILL DRIVE, THENCE N 01°10'47" E ALONG THE EASTERLY MARGIN OF HARBOR HILL
DRIVE 514.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING N 01°10'47" E ALONG THE EASTERLY MARGIN OF HARBOR HILL
DRIVE 428.04 FEET TO THE NORTHERLY BOUNDARY OF THE PARCEL;

THENCE S 88°15'35" E ALONG THE NORTHERN BOUNDARY 585.60 FEET TO THE EASTERN BOUNDARY OF THE PARCEL;
THENCE S 05°02'54" W, 12.02 FEET;
THENCE S 27°57'14" W, 112.58 FEET;
THENCE S 01°33'50" E, 199.54 FEET;
THENCE S 00°23'25" W, 110.52 FEET TO THE SOUTHERN BOUNDARY OF THE PARCEL;
THENCE N 88°49'13" W, 545.12 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

ACCORDING TO REQUEST OF SEGREGATION AS PER CITY OF GIG HARBOR, DATED 02/06/2008.

TAX PARCEL NUMBER 4002470051

PARCEL "B" OF THE BOUNDARY LINE ADJUSTMENT RECORDED UNDER PIERCE COUNTY AUDITOR'S FILE NUMBER 200710195003, SAID PARCEL "B" BEING PORTIONS OF THE NORTHEAST QUARTER AND OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M. PIERCE COUNTY, WASHINGTON.



Subject: State of Washington, Department of General Administration and City Of Gig Harbor Interagency Agreement – Amendment #1.

Dept. Origin: Public Works

Prepared by: Marco Malich
Public Works Superintendent

Proposed Council Action:

For Agenda of: November 22, 2010

Authorize the amendment of the current contract with the State of Washington Department of General Administration in the move to consolidate its transport, surplus and storage operations from its current facility in Auburn to their Tumwater location as of December 14, 2010.

Exhibits: Amendment #1 Interagency Agreement #2010-SP-051
Two Copies

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

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

INFORMATION / BACKGROUND

On December 22, 2009 the City entered into the current agreement with the State of Washington Department of General Administration to provide Surplus Property Services for the City of Gig Harbor.

Staff is requesting the authorization of the amendment of the current contract with the Department of General Administration in the move to consolidate its transport, surplus and storage operations from its current facility in Auburn, Washington to their Tumwater, Washington location as of December 14, 2010.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the amendment of the current contract with the State of Washington Department of General Administration in the move to consolidate its transport, surplus and storage operations from its current facility in Auburn to their Tumwater location as of December 14, 2010.

**INTERAGENCY AGREEMENT AMENDMENT
BETWEEN
STATE OF WASHINGTON
DEPARTMENT OF GENERAL ADMINISTRATION
AND
CITY OF GIG HARBOR**

The parties to this Agreement, the Department of General Administration, Services Division, Materials Management Center, Surplus Property, hereinafter referred to as "GA" and City of Gig Harbor, hereinafter referred to as "CITY", hereby amend the Agreement as follows:

3. STATEMENT OF WORK

GA, under its authority in RCW 43.19.1919, acting on behalf of CITY shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in this Agreement.

GA agrees to sell vehicles, equipment and other personal property, except for hazardous materials, that are declared surplus and turned over to GA for disposal ("Property"). **GA further agrees to include the following clause in its Terms and Conditions of sale with any purchase of CITY Property in substantially the same form: "All available information about the item has been reported in this listing. The item may have defects of which the Washington State Surplus Program is unaware. You are bidding on these item(s) 'as is, where is.' All sales are final. Personal inspection is strongly advised. Failure to inspect the item shall not be grounds for any claim or property abandonment."** All surplus property turned over to GA is publicly advertised via the GA website (www.ga.wa.gov/surplus). Methods for selling surplus property will include, but are not limited to:

1. Priority Sales (See WAC 236-48-190)
 2. Public Sales
 3. Internet Sales
- A. GA agrees to provide the following services:
1. Properly store and assume responsibility for the safekeeping of all vehicles, equipment and other personal property.
 2. Endeavor to obtain resale prices equal to the industry standard trade-in or quick sale equipment values.
 3. Sell surplus property turned over to GA in a timely manner, collect payment from buyer, and reimburse CITY the proceeds of sales, less GA's authorized fees per current published fee schedule (www.ga.wa.gov/surplus).
 4. Take all necessary administrative actions to ensure surplus property turned over to GA ownership is legally and fully transferred from the CITY to the buyer.
 5. Take responsibility for resolving any ownership issues that may arise after surplus property is purchased.
 6. Set up Login ID and Password to the Property Disposal System for CITY staff authorized to submit surplus property.
 7. Review SF267-A submitted within 24 hours and assign a GA Authority Number for approved property.
- B. CITY agrees that it will:
1. Submit disposal forms SF267-A for all surplus property using GA's online Property Disposal Request System, along with signed vehicle and equipment titles.
 2. Contact GA at **(360) 753-3508** two days (48 hours) prior to delivery of surplus property.

- a. Transportation/Hauling Services are available through GA's Transportation Services. Please contact transportservices@ga.wa.gov, for a quote to haul your surplus property.
- 3. Dispose of the following hazardous materials themselves:
 - a. Asbestos – Any product containing more than 1 percent asbestos, including wrapped piping, fireproofing materials, fireproof safes, fire retardant clothing, floor tiles, ceiling tiles, etc.
 - b. Polychlorinated biphenyls (PCB's) – Including transformers, capacitors, electrical equipment containing capacitors or transformers, fluorescent fixtures, liquid filled electrical devices, etc.
 - c. Liquids, Flammable or toxic liquids and powders, including paints, solvents, cleaners, copier fluids, etc.
 - d. Radioactive Materials – Including smoke detectors, x-ray equipment, etc.
 - e. Pesticides/Herbicides – Including insecticides, fungicides, herbicides, wood preservative, disinfectants, and any other substances intended to control pests.

6. CONTRACT MANAGEMENT

The representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

A. The GA representative on this Agreement shall be: Program Manager, Materials Management, 7511 New Market Street, Tumwater, WA 98512, (360) 753-3508, SurplusMail@ga.wa.gov

B. The CITY representative on this Agreement shall be: David Brereton, 3510 Grandview St., Gig Harbor, WA 98335, 253-851-6170

All sections above have been fully amended and are shown in their entirety.

All other terms and conditions of this Agreement remain in full force and effect. The requirements of RCW 39.34.030 are satisfied by the underlying Agreement and are incorporated by reference herein.

Each party signatory hereto, having first had the opportunity to read this Amendment and discuss the same with independent legal counsel, in execution of this document hereby mutually agree to all terms and conditions contained herein, and as incorporated by reference in the original Agreement.

Department of General Administration

City of Gig Harbor

SIGNATURE

SIGNATURE

DOUG COLEMAN
NAME

NAME

MATERIALS MANAGEMENT CENTER MANAGER
TITLE

TITLE

DATE

DATE



Subject: ADDENDUM TO CITY
ATTORNEY AGREEMENT

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: November 22, 2010

Exhibits: Addendum #2

Initial & Date

Proposed Council Action:

Authorize the Mayor to execute Addendum No. 2 for legal services with Ogden Murphy Wallace.

Concurred by Mayor: _____

Approved by City Administrator: PK 11/16/10

Approved as to form by City Atty: _____

Approved by Finance Director: OR 11/17

Approved by Department Head: _____

Expenditure	Amount	Appropriation	
Required (2011): Approx. \$200,000	Budgeted \$250,000	Required	\$0

The City contracts with the law firm Ogden Murphy Wallace (OMW) for City Attorney services. For 2011, OMW is requesting an increase in its hourly rates as follows:

	<u>2010</u>	<u>2011</u>	<u>% Increase</u>
Basic Services*:	\$180	\$192	6.7%
Additional Services*:			
Firm Members:	\$225	\$228	1.3%
Associates:	\$180	\$192	6.7%

*Basic Services and Additional Services are defined in the attached addendum. These definitions are unchanged from 2010.

Hourly rates for law clerks and paralegals will remain the same at \$120 and \$90, respectively.

OMW is requesting these hourly rate increases because the firm's costs have gone up, especially with regard to employee healthcare benefits and B&O taxes.

Looking at the AWC's survey for City Attorney rates, OMW's proposal appears to be not out of line with other comparable cities. OMW is also in the process of increasing the hourly rates for its other municipal clients. OMW's hourly rates for 2011 range from \$170 on the low end, to the typical rate of \$210 - \$228.

The proposed increase in hourly rates in the attached addendum will become effective on January 1, 2011.

Staff recommends approval of the proposed rate increases. Staff has been very satisfied with the services provided by the City Attorney and her colleagues at OMW. Furthermore, the City's legal costs are down compared to prior years.

FISCAL CONSIDERATION

Sufficient funds are allocated in the 2011 budget.

BOARD OR COMMITTEE RECOMMENDATION

This proposed increase was discussed at the 2011 City Council Budget Workshop on November 1, 2010.

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to execute Addendum No. 2 for legal services with Ogden Murphy Wallace.

**ADDENDUM NO. 2
TO
AGREEMENT FOR LEGAL SERVICES**

THIS ADDENDUM NO. 2 modifies that certain Agreement for Legal Services dated January 7, 2009 (the "Agreement") entered into between the CITY OF GIG HARBOR, a municipal corporation of the State of Washington (the "City"), and the law firm of OGDEN MURPHY WALLACE, P.L.L.C. ("OMW").

WHEREAS, the City and OMW entered into the Agreement in order to provide for the terms associated with OMW's provision of legal services to the City; and

WHEREAS, Section A of the Agreement establishes the rates that OMW charges to provide those legal services; and

WHEREAS, Section E of the Agreement provides that OMW may propose an increase in hourly rates no more than once each year to become effective on January 1, by amendment to this Agreement;

NOW, THEREFORE, for and in consideration of the terms and conditions set forth below, the parties agree as follows:

1. Amendment to Section A - Rates and Services. Section A of the Agreement is amended to read as follows:

A. Rates and Services. OMW will serve as the City Attorney for the City, performing the duties and functions of the office as defined by Title 35A RCW and the ordinance of the City.

1. Basic Services. OMW will provide basic services set out in this section at the rate of \$192 an hour ("Basic Service Fee"). The Basic Service Fee would apply to up to ninety (90) hours per month for the following services:

- a. Preparation for and attendance at two monthly regular meetings of the City Council, additional Council meetings, meetings of the Planning Commission or other boards and commissions as requested by the City.
- b. Routine consultation with City staff or officials as requested by the City for items not included as Additional Services below, preparation and legal research required in connection with such duties, and the drafting of ordinances, resolutions and legal memoranda.

- c. Review, consultation, revision and approval of public works contracts, professional services agreements, and interlocal agreements.
- d. With the exception of condemnation proceedings, preparation and review of documents and agreements, as well as consultation in real estate matters, including but not limited to the acquisition or disposition of easements, rights-of-way, or other personal property and real property interests.
- e. Legal services rendered in connection with annexation proceedings up to the Boundary Review Board level.
- f. Legal services rendered in connection with code enforcement up to the Hearing Examiner or superior court level.
- g. Legal services rendered in connection with personnel matters, except labor arbitrations and negotiations.
- h. All transit time, including transportation to and from required meetings, etc., incurred in furtherance of the above tasks (but not including transit time on regular City Council meeting days and for one additional day of City Hall office hours per month, for which there will be no cost to the City).

2. Additional Services. OMW will provide additional services set out in this section at the following rates (“Additional Services Fee”):

Firm Members (Ms. Belbeck, Mr. Tanaka and Mr. Snyder):	\$228 per hour
Associates:	\$192 per hour
Law Clerks:	\$120 per hour
Paralegals:	\$ 90 per hour

The Additional Services include:

- a. All services rendered in connection with any actual litigation, arbitration, mediation, labor negotiations, administrative hearings (including but not limited to the Growth Management Hearings Board, Shorelines Hearings Board, Pollution Control Hearings Board, Boundary Review Board) and/or enforcement proceedings wherein the City, one of its boards, or one of its officials is or likely will be a party.
- b. All services rendered in connection with real property condemnation.
- c. All services rendered in connection with taxation issues, local improvement districts, assessments, bond issues and other matters where a special counsel has been or normally is retained. Such legal services, when requested to be

performed by our office, will generally not substitute for but may supplement the services rendered by bond counsel.

- d. All services relating to work reimbursed by developers, including but not limited to reimbursable review relating to project permit applications and development agreements.
- e. All services that exceed the 90-hour Basic Services cap.
- f. All transit time, including transportation to and from required meetings, court appearances, etc., incurred in furtherance of the above Additional Services tasks.

If other firm attorneys are to be involved in litigation and specialty work not listed in subsections A(2)(a)-(f), billing rates will be agreed upon prior to the commencement of their services. OMW acknowledges the City utilizes separate bond counsel and special counsel for personnel matters and for environmental and hazardous waste matters.

3. Reimbursable Expenses. Document reproduction charges, computer-aided legal research charges, delivery fees, filing charges and other external expenses will be billed and reimbursed to the City at cost with no mark up. Transit time will be billed and reimbursed at the applicable hourly rate above. The City would not be separately invoiced for mileage reimbursement, long-distance telephone calls or facsimile transmissions.

2. Other Terms. Except as expressly modified by this Addendum No. 1, all terms and conditions of the Agreement shall remain in full force and effect.

CITY OF GIG HARBOR

OGDEN MURPHY WALLACE, P.L.L.C.

Charles L. Hunter, Mayor

Date: _____

Angela S. Belbeck, Member

Date: _____

ATTEST/AUTHENTICATED:

Molly Towslee, City Clerk



Subject: On-Call Development Review Professional Services
-- Consultant Services Contract/ DEA

Proposed Council Action: Authorize the Mayor to execute a Consultant Services Contract with David Evans and Associates, Inc. for a not-to-exceed amount of \$32,016.00

Dept. Origin: Public Works/Engineering

Prepared by: Stephen Misiurak, PE *Stm*
City Engineer

For Agenda of: November 22, 2010

Exhibits: Consultant Services Contract Exhibit A and B

	Initial & Date
Concurred by Mayor:	_____
Approved by City Administrator:	<i>JK</i>
Approved as to form by City Atty:	<i>approve via email 11/17/10</i>
Approved by Finance Director:	<i>DF 11/17/10</i>
Approved by Department Head:	<i>[Signature] 11/18/10</i>

Expenditure Required	see Fiscal Consideration below	Amount Budgeted	see Fiscal Consideration below	Appropriation Required	\$0
----------------------	--------------------------------	-----------------	--------------------------------	------------------------	-----

INFORMATION / BACKGROUND

The City Engineer had recommended we have David Evans and Associates, Inc. assist City staff on an on-call basis in civil plan review and traffic analysis of the proposed Safeway development. The City's consultant will provide professional engineering services on an "on-call" basis as requested by the City for various projects and tasks. This service will be utilized at the request of Safeway and the City would manage the applicant's request, have the applicant deposit monies into an escrow account in the amount equal to the plan review estimate prepared by the consultant, and reimburse the City's consultant for services rendered from the monies in the escrow account.

The engineering firm of David Evans and Associates has been selected by the City engineering staff to perform this civil review and traffic analysis work.

FISCAL CONSIDERATION

Private development monies will fund this Consultant Services Contract. This is a "pass-through"; funds that will be paid by developer.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to execute the Consultant Services Contract with David Evans and Associates (DEA) for On-Call Development Review Professional Services in the not-to-exceed amount of \$32,016.00.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
DAVID EVANS AND ASSOCIATES INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and David Evans and Associates, Inc., a corporation organized under the laws of the State of Washington (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the engineering, landscape architectural, site planning, environmental (traffic) review services and recommendations pertaining to the civil review of the "Safeway" development and desires that the Consultant perform services necessary to provide the following consultation services; and

WHEREAS, the Consultant agrees to perform the services more specifically described in **Attachment A -- Scope of Services and Fees** including any addenda thereto as of the effective date of this Agreement, all of which are attached hereto and are incorporated by this reference as if fully set forth herein;

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

TERMS

1. **Retention of Consultant - Scope of Work**. The City hereby retains the Consultant to provide professional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as **Attachment A**. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. **Payment**.

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Thirty Two Thousand Sixteen Dollars and Zero Cents (\$32,016.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Attachment A** and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Attachments A, B, C**, all of which are incorporated herein by this reference. The Consultant shall not bill for Consultant's staff not identified or listed in **Attachment A** or bill at rates in excess of the hourly rates shown in **Attachment B or C**, unless the parties agree to a modification of this Contract, pursuant to Section 18 herein.

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

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

4. Duration of Work. The City and the Consultant agree that work will begin on the tasks described in **Attachment A** immediately upon execution of this Agreement. The parties agree that the work described in **Attachment A** shall be completed by June 30, 2011; provided however, that additional time shall be granted by the City for excusable days or extra work.

5. Termination. The City reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the Consultant. Any such notice shall be given to the address specified above. In the event that this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the notice to terminate. In the event that services of the Consultant are terminated by the City for fault on part of the Consultant, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so.

6. Non-Discrimination. The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual

{ASB714519.DOC;1/00008.900000/}

orientation, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.

7. Indemnification.

A. The Consultant agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the Consultant, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Consultant, its officers, agents, subconsultants or employees, in connection with the services required by this Agreement; provided, however, that:

1. The Consultant's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the City, its officers, agents or employees; and

2. The Consultant's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Consultant and the City, or of the Consultant and a third party other than an officer, agent, subconsultant or employee of the Consultant, shall apply only to the extent of the negligence or willful misconduct of the Consultant.

B. It is further specifically and expressly understood that the indemnification provided herein constitutes the consultant's waiver of immunity under industrial insurance, title 51 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver. The consultant's waiver of immunity under the provisions of this section does not include, or extend to, any claims by the consultant's employees directly against the consultant.

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

8. Insurance.

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

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

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

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

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

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

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

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

10. Ownership and Use of Work Product. Any and all documents, drawings, reports, and other work product produced by the Consultant under this Agreement shall become the property of the City upon payment of the Consultant's fees and charges therefore. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than that for which the work product is prepared shall be at the City's risk unless such use is agreed to by the Consultant.

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

12. Records. The Consultant shall keep all records related to this Agreement for a period of three years following completion of the work for which the Consultant is retained. The Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Consultant, but the Consultant may charge the City for copies requested for any other purpose.

13. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subconsultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

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

15. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Engineer or Director of Operations and the City shall determine the term or provision's true intent or meaning. The City Engineer or Director of Operations shall also decide all

questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Engineer or Public Works Director determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

16. **Written Notice.** All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

CONSULTANT:
David Evans and Associates, Inc.
ATTN: Lawrence A. Onorati, P.E.
3700 Pacific Highway East, Suite 311
Tacoma, WA 98424
(253) 922-9780 FAX (253) 922-9781

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

17. **Subcontracting or Assignment.** The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City. Any subconsultants approved by the City at the outset of this Agreement are named on **Exhibit C** attached hereto and incorporated herein by this reference as if set forth in full.

18. **Entire Agreement.** This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor Charles L. Hunter

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

SCOPE OF SERVICES and FEES

I. PROJECT DESCRIPTION

At the request of the City of Gig Harbor (CITY), David Evans and Associates, Inc. (DEA) is submitting this scope of services for the third party review of the Point Fosdick Square Redevelopment. The project proponent intends to redevelop six (6) parcels, approximately 17.75 acres, to provide two (2) new retail anchor buildings and nine (9) accompanying retail buildings. The project's Owner, Fosdick Square LLC have retained the Mulvaney G2 Architecture, 601 SW Second Avenue, Suite 1200, Portland OR, 97204 and Barghausen Consulting Engineers, Inc., 18215 72nd Avenue South, Kent, WA 98032 to prepare the applicable Civil Engineering and Landscaping Plans, Reports, Specifications and ancillary documents for this project. DEA will work directly for the CITY on this third party review effort.

II. SCOPE OF SERVICES

DEA will work directly for and on behalf of the CITY and will provide the CITY with Engineering, Landscape Architectural, Site Planning, Environmental (Traffic) review services and recommendations regarding the project's reports, plans and documents. However, DEA will also work directly with the Applicant's Engineer/Architect to facilitate and expedite the review of the submitted documents for the project. DEA will work closely with both the Applicant's Engineer/Architect and CITY staff to review the project's compliance with CITY engineering/planning standards and development requirements. However no guarantees for project review and approval time can be made due to DEA's inability to control the work and schedule of the Applicant's Engineer/Architect, review processes of various CITY departments or outside agencies that may be involved in the project review and approval process.

Methodology

DEA will review the plans, documents, and/or reports in accordance with published CITY standards or other standards or publications applicable to the project. We will also incorporate comments from reviews made by CITY staff into one red-line set of project plans, documents, and/or reports review set. The reviewed red-lined project plans, documents, and/or reports with recommendations for revisions or approval will be returned to the CITY or forwarded directly to the applicant's engineer/architect at the direction of the CITY.

DEA will distribute project plans, documents, and reports as appropriate to CITY staff to obtain their input and comments. DEA will collect their comments and meet with them as necessary to incorporate their input into the overall review process. DEA will consolidate their comments into the overall project review comments and forward one set of marked up red-lined plans to the appropriate CITY staff for transmittal to the Applicants Engineer/Architect.

This Scope of Services includes the initial review and one re-review. Additional reviews will be considered extra work.

A. Project Document Review

The following items describe the Specified Services which DEA shall perform for the CITY under this Agreement:

Task 1. Environmental Review

- a. SEPA checklist and accompanying documents, plans and reports
- b. Traffic Impact Analysis
- c. Geotechnical Report review (pertaining to stormwater drainage / site preparation)
- d. Ancillary Supporting Documents
- e. Coordination with other reviewing agencies

Task 2. Design Review Board Review

- a. Site Plan
- b. Preliminary Engineering Plans and Reports
- c. Ancillary Supporting Documents

Task 3. Civil Engineering Permit Documents

- a. On-Site Plan sets
- b. Off-Site Plan sets (Public rights-of-way)

- c. Project Reports
- d. Project Specifications
- e. Ancillary Documents

Task 4. Site Landscape Documents

- a. On-Site Plans
- b. Ancillary Documents

One set of corrected plans and reports and all original red-lined plans and reports will be returned directly to DEA by the Applicant's Engineer/Architect (with cc copy to the City). DEA will re-review the plans and reports to assure that all corrections have been made in accordance with the original review comments. If all revisions have been made satisfactorily DEA will send the CITY a "recommend approval" memorandum. If DEA determines that the plans or document have not been revised satisfactorily, the documents will be returned to the CITY or forwarded directly to the applicant's engineer at the direction of the CITY for additional revision work. Time for these tasks will be charged on a time and expenses basis under their respective categories.

B. Review Coordination with the Applicant's Engineer/Architect

DEA will work with the Applicant's Engineer/Architect to address issues during the initial plan review process or prior to plan submittal. When significant review issues are found, DEA will contact the Applicant's Engineer/Architect, with approval of the CITY, to try and resolve these issues before returning the plans to the Applicant's Engineer/Architect. If the issue is not resolved between DEA and the Applicant's Engineer/Architect, DEA will prepare a brief statement describing the issue, what standard or design criteria is not being met, and a recommendation for resolving or correcting the issue. DEA will rely on the CITY for resolution. Time spent working with the Applicant's Engineer/Architect will be charged on a time and expenses basis under the category of "Review Coordination with the Applicant's Engineer/Architect."

C. CITY Review Coordination and Meetings

DEA will meet with CITY staff and/or discuss project issues with them and incorporate applicable CITY staff comments into the project review comments. DEA will make reasonable efforts to solicit timely CITY staff review comments as part of the review or re-review process. Time for this task will be charged on a time and expenses basis under the category of "CITY Review Coordination and Meetings."

D. Additional Review Services

Additional services may be requested by the CITY. The CITY and DEA agree that this scope of services can be expanded to include additional review and/or coordination with other jurisdictions at the behest of the CITY. All additional work will be accomplished at the same hourly rates included in Attachment C - Standard Fee Rates, and under the same conditions and requirements as outlined in this scope of services. Review or other work not included in this Scope of Services will also be charged to the work task "Additional Review Services."

E. Assumptions

This proposal was made using the following assumptions. If, at any time, any of these assumptions prove to be incorrect, or if conditions change, DEA reserves the right to re-negotiate this Scope of Services and the associated Fees.

- A. CITY will provide all project documents to DEA for review, reference and incorporation into the red-lined review sets.
- B. All Hearings Examiner's findings, CITY requirements and conditions of approval, environmental documents, mapping, CITY standards or regulations, or other project related documents that have a bearing on project review will also be provided to DEA by the CITY.
- C. The review and installation of propriety utilities such as power, telephone, TV, gas, and similar utilities are not part of this review.
- D. The review of domestic and fire water connections, under the jurisdiction of Rainier View Water Company are not part of this review.
- E. Review of building components, site structural retaining walls, and sign foundations requiring separate building permits are not part of this review.
- F. DEA has not included any hours to participate in facilitation discussions with WSDOT and/or Pierce County related to the traffic analysis. Any time participating in outside agency discussions will be considered "Additional Review Services".

G. Personnel

DEA's Tacoma office will be the center for the project review. It is anticipated that the majority of Environmental and Traffic related reviews will be completed by Al Tebaldi, P.E.; Ryan LeProwse, P.E.; and Larry Onorati, P.E.. The Civil Plan review will be completed by Larry Onorati, P.E., Brian Kaul, P.E. and Andrew Harris, P.E.

III. DELIVERABLES

DEA will provide two (2) copies of the red-lined project documents for distribution and your records for each of the review tasks and services listed above.

IV. SCHEDULE

DEA understands the project schedule and milestones that are necessary to meet this projects aggressive schedule. We will commence review of the project documents immediately once they are received. Our understanding of the project schedule is as follows:

- December 1, 2010 Design Review Board initial meeting
- December 8, 2010 DEA Environmental and Site Plan (conceptual civil) review
- December 15, 2010 Design Review Board formal meeting
- January 11, 2011 DEA final Environmental and Site Plan (conceptual civil) review
- February 9, 2011 SEPA issuance
- February 21, 2011 DEA Full civil permit set review
- March 23, 2011 DEA Final full civil permit set review
- March 28, 2011 Civil permit issuance

Please note that SEPA review, specifically the Traffic Impact Analysis review by Pierce County and WSDOT may pose significant potential delays to the issuance of the SEPA threshold determination. Additionally, our initial understanding of the project indicates that the project may require storm drainage discharge approval from not only the CITY but also WSDOT.

V. FEES:

DEA will complete the above described reviews on an hourly basis in accordance with Attachment C, Standard Fee Rates estimated not to exceed \$28,400 plus reimbursable expenses as specified in Attachment B, Standard Expense Rates. Any contract work remaining uncompleted through no fault of DEA after 180 days from the contract date will be subject to increased fees. The quoted fees and/or rates do not apply to situations requiring special training and rating for entering hazardous or suspected hazardous sites. DEA will provide rates for these situations upon request and provision of specific site information.

STANDARD EXPENSE RATES

STANDARD EXPENSE RATES

Expenses listed herein incurred by DEA in direct performance of the work shall be reimbursed on the following basis unless described elsewhere as an included cost:

Bridge tolls	Cost plus 10%
Vehicles:	
a. Cars	\$0.50/mile
b. Trucks.....	\$0.50/mile
Printing/Reproduction: (in-house):	
a. Photocopies	\$0.05/page
b. Paper Drawing/Plan Copies	\$3.00/sht
c. Vellum Drawing/Plan Copies.....	\$10.00/sht
d. Mylar Drawing/Plan Copies	\$50.00/sht
e. Poster Boards	\$3.50/sf
f. Color Plots.....	\$1.50/sf
Outside Services:	Cost plus 10%
Additional Insurance.....	Direct Cost
Equipment Rental.....	Cost plus 10%
Subconsultants	Cost plus 10%

STANDARD FEE RATES

STANDARD FEE RATES

Additional services agreed by the CLIENT will be billed on an hourly basis for each professional and sub professional classification listed below. Note that other classifications, if necessary will be provided to the CLIENT prior to commencing any additional services:

Engineer Manager	\$ 240.00/hour
Managing Professional Engineer	\$ 200.00/hour
Senior Professional Engineer	\$ 170.00/hour
Professional Engineer	\$ 140.00/hour
Senior Landscape Architect	\$ 120.00/hour
Design Engineer	\$ 115.00/hour
CADD Technician	\$ 86.00/hour
Administrative Assistant	\$ 71.00/hour

**ATTACHMENT C
FEE SCHEDULE**

DAVID EVANS AND ASSOCIATES, INC
3700 Pacific Highway East, Suite 311
Fife, WA 98424

	DEA Personnel Classifications / Rates										Total	
	Engineering Manager	Managing Prof. Engineer	Senior Prof. Engineer	Prof. Engineer	Senior Landscape Architect	Design Engineer	CADD Technician	Admin. Assistant	Hours	Cost	Hours	Cost
A. Project Document Review												
Task 1 Environmental Review		12	4	20				2	38	\$6,022.00		
Task 2 Design Review Board Review		2	2	4	2			2	12	\$1,682.00		
Task 3 Civil Engineering Permit Documents Review		6	12	32	4	60	8	6	128	\$16,214.00		
Task 4 Site Landscape Documents Review		1	2		12			2	17	\$2,122.00		
B. Review Coordination with Applicant's Engineer/Architect		9	9					3	21	\$3,543.00		
C. CITY Review Coordination and Meetings		6	6					3	15	\$2,433.00		
Total		36	35	56	18	60	8	18	231	\$32,016.00		

Subject: Fishermen's Pier property (formerly Stutz fuel dock) - Contract Amendment #1 to the Consultant Services Contract

Proposed Council Action: Authorize the Mayor on behalf of Council to execute Amendment No. 1 to the Consultant Services Contract with Sitts & Hill Engineers, Inc. in the not-to-exceed amount of Four Thousand Dollars and no cents (\$4,000.00) resulting in an amended contract total of \$37,005.00, subject to the receipt of a \$4,000.00 deposit from Peter Stanley to cover the additional expense.

Dept. Origin: Public Works/Engineering

Prepared by: Marcos McGraw *MMG*
Project Engineer

For Agenda of: November 22, 2010

Exhibits: Contract Amendment No. 1
With Exhibit A-Scope of Work

Concurred by Mayor:

Approved by City Administrator: *POK 11/18*

Approved as to form by City Atty: *VIA EMAIL*

Approved by Finance Director: *DR 11/18*

Approved by Department Head: *11/18/10*

Initial & Date

Expenditure	Amount	Appropriation
Required \$4,000.00	Budgeted \$288,000.00	Required \$ 0

INFORMATION / BACKGROUND

Earlier this year the City purchased the waterfront property located at the north end of Soundview Drive where the Stutz fueling dock previously operated. The City has a goal of using the property for a maritime pier and generally improving the site for public benefit as well as preserving the historic maritime industry of the harbor. The Council previously approved a contract with Sitts & Hill Engineers, Inc. to provide for permitting and designing of a parking lot including conceptual drawings for a replacement pier and float.

During subsequent communication with stakeholders, they proposed project recommendations. One recommendation involves placement of a new, privately owned storage facility on city right-of-way and possibly including a public restroom attached to the subject storage facility. This recommendation will require additional effort from the City's consultant.

FISCAL CONSIDERATION

Mr. Peter Stanley agreed to reimburse the City for costs incurred related to this amendment to the consultant services contract. See attached letter.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the Mayor on behalf of Council to execute Amendment No. 1 to the Consultant Services Contract with Sitts & Hill Engineers, Inc. in the not-to-exceed amount of Four Thousand Dollars and no cents (\$4,000.00) resulting in the not-to-exceed contract amount of \$37,005.00, subject to the receipt of a \$4,000.00 deposit from Peter Stanley to cover the additional costs.

**FIRST AMENDMENT
TO
CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
SITTS & HILL ENGINEERS, INC.**

THIS FIRST AMENDMENT is made to that certain Consultant Services Contract dated July 27, 2010 (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Sitts & Hill Engineers, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 4815 Center Street, Tacoma, Washington 98409 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the redevelopment of the Fishermen's Pier property (formerly Stutz fuel dock) and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agreed to perform the services, and the parties executed an Agreement on July 27, 2010, (hereinafter the "Agreement"); and

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

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

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

Section 2. **Amendment to Compensation.** Section II(A) of the Agreement is amended to require the City to pay compensation to the Consultant for the work described in **Exhibit A dated November 11, 2010** to the Amendment in the not-to-exceed amount of Four Thousand Dollars and no cents, (\$4,000.00). This Amendment shall not modify any other of the remaining terms and conditions in Section II, which shall be in effect and fully enforceable.

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

shall be completed by March 31, 2011; provided however, that additional time shall be granted by the City for excusable days or extra work.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 201__.

THE CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

Notices to be sent to:

CONSULTANT
Sitts & Hill Engineers, Inc.
Attn: Larry Lindell, Principal
4815 Center Street
Tacoma, Washington 98409
(253) 474-9449

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

SITTS & HILL ENGINEERS, INC.

Professional Engineers and Planners
4815 Center Street, Tacoma, WA 98409
Telephone (253) 474-9449
Fax (253) 474-0153

Consent Agenda - 11

Page 4 of 9

ROBERT J. DAHMEN, P.E.
BRENT K. LESLIE, P.E.
ROBERT N. ERB, P.L.S.
RANDALL C. HAYDON, P.L.S.
KATHY A. HARGRAVE, P.E.
LARRY G. LINDELL, P.E.

November 11th, 2010

CITY OF GIG HARBOR
3510 Grandview Street
Gig Harbor, Washington 98335

TO: Mr. Steve Misiurak, P.E.

SUBJECT: ***PROPOSAL FOR ADDITIONAL ENGINEERING SERVICES FOR FISHERMEN'S PIER
COCEPTUAL SITE PLAN LOCATED IN GIG HARBOR, WASHINGTON***

Dear Mr. Misiurak:

Sitts & Hill Engineers is pleased to present this proposal for Additional Engineering Services for revisions to the conceptual site plan for the Fishermen's Pier Project. We are committed to providing the City of Gig Harbor with a high level of responsiveness and service necessary to continue making this a cost effective and successful project.

This proposal includes our Project Description for Revised Conceptual Site Plan, Scope of Additional Engineering Services, Exclusions and a summary of the Professional Services Fees. If you have any questions or would like more detail on any of the information provided please contact us directly.

PROJECT DESCRIPTION

Sitts & Hill Engineers proposes to provide the Engineering Consulting and Drafting Services associated with a revised restroom / storage building at the new locations indicated by the City of Gig Harbor and Peter Stanley.

BASIC SCOPE OF ENGINEERING DRAFTING SERVICES

Sitts & Hill Engineers understands the Scope of Services to be defined as follows. If additional items are required or excluded, please contact our office so that adjustments can be made to the proposed fee.

1. Meetings with the design team at either City of Gig Harbor or our office depending upon meeting agenda.
2. Revising the conceptual site plan with the revised building and location as well as incorporating the site design requirements with the new building location and size including review of vehicle turning requirements.
3. CAD drafting in Architcad sufficient for a review submittal.

EXCLUSIONS - BASIC SCOPE OF ENGINEERING SERVICES

The following are a list of Additional Services that may be performed under a separate contract if necessary (at your request):

1. Our Scope of Work will **not** include detailed interior layout of the restroom and storage areas.
2. Our Scope of Work will **not** include structural drawings or calculations for the new restroom / storage building.
3. Geotechnical information required for the design and analysis of new and existing retaining walls and bulkheads. Geotechnical and additional requirements will be brought forward as the overall site concept is refined.

STRUCTURAL ENGINEERING FEES

Basic additional engineering services are estimates and will be billed monthly on a Time and Materials Basis to help with budgetary considerations. We anticipate working with the City of Gig Harbor during the design process to optimize the final overall conceptual site plan and incorporate into permit submittal packages as applicable.

Basic Engineering Services

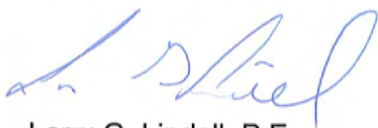
1. Additional Engineering Services for revising Conceptual Site Plan (Based on 40 hours)	\$4,000.00
Total	\$4,000.00

We are prepared to begin work upon receipt of Authorization to Proceed. To assure clarity in matters of our mutual responsibilities, we incorporate our Standard General Conditions and Chargeout Rates, copies of which are attached. These documents, together with this proposal, shall form the basis of our contract to perform the additional scope of work.

We appreciate the opportunity to submit this proposal. If you have any questions, please don't hesitate to contact our office.

Sincerely,

SITTS & HILL ENGINEERS, INC.



Larry G. Lindell, P.E.
Principal

v:14,742/job open/2010-11-11 - GH

Authorization Signature

Date

Printed Name / Title

SITTS & HILL ENGINEERS, INC.

Professional Engineers and Planners

4815 Center Street, Tacoma, WA 98409-2319

Telephone 253-474-9449

Fax 253-474-0153

ROBERT J. DAHMEN, P.E.

BRENT K. LESLIE, P.E.

ROBERT N. ERB, P.L.S.

RANDALL C. HAYDON, P.L.S.

KATHY A. HARGRAVE, P.E.

LARRY G. LINDELL, P.E.

Standard Conditions for Attachment to All Proposals and Contracts

CLIENT AND SITTS & HILL ENGINEERS, INC. (CONSULTANT) MUTUALLY AGREE THAT UNLESS SPECIFICALLY MODIFIED, THE FOLLOWING SHALL BE PART OF THEIR AGREEMENT.

1. BILLING AND PAYMENT

Consultant will submit monthly invoices showing charges incurred to date, amounts paid and balance due. Charges will be calculated according to the Standard Charges attached hereto. If requested by client, Consultant will provide a tabulation showing hourly charges for labor and materials. Payment is due upon receipt of invoices. Interest at the rate of 1½% per month will be charged on all accounts not paid within 30 days of billing. Expenses incurred in liening or correcting delinquent amounts, including but not limited to attorneys fees, court costs and related fees and Consultant's staff time for such corrections, will be paid in addition to the delinquent amount.

2. SERVICES BY CLIENTS

Client will provide access to site work, obtain all permits, provide legal service in connection with the project and provide environmental impact reports and energy assessments unless specifically included in the scope of work. Client shall pay the cost of checking and inspection fees including zoning application fees, testing fees and all other fees, permits, bond premiums, blue prints and reproductions and all other charges not specifically covered by the terms of this agreement.

3. OWNERSHIP OF DOCUMENTS

All drawings, specifications, calculations, computer programs and reports are instruments of service and remain the property of the Consultant, are to be used only on the specific project covered by this agreement and are not to be reused on other projects without compensation to and approval of the Consultant. No documents may be altered or modified except by Consultant. Client agrees to defend, indemnify and hold Consultant harmless from claims, damages and expenses arising out of unauthorized reuse of documents.

4. SERVICES DURING CONSTRUCTION

Consultant will, upon Owner's request, provide checking of shop drawings, contractor's monthly payment requests and other submittals and will provide periodic observations of construction in order to determine general compliance with the plans and specifications. Consultant in no way guarantees or insures contractor's work nor assumes responsibility for methods or appliances used by contractor for job site safety or for contractor's compliance with laws and regulations. Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project including safety of all persons and property and that this responsibility shall be continuous and not limited to normal working hours.

5. COST ESTIMATES

Cost estimates provided by the Consultant are made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional engineer familiar with the construction industry; but Consultant cannot and does not guarantee that proposals, bids or actual total project or construction costs will not vary from opinions of probable cost prepared by the engineer, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others or over contractor's methods of determining prices or over competitive bidding or market conditions.

6. WARRANTIES OR GUARANTEES

The only warranty or guarantee made by Consultant is that the services will be performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or similar locality. When the findings and recommendations of the Consultant are based on information supplied by the client and others, such findings and recommendations are correct to the best of Consultant's knowledge and belief. No other warranty expressed or implied is made or intended by providing of Consultant services or by furnishing oral or written reports of the findings made.

7. LIMITATION OF LIABILITY

Subject to the limits, terms and conditions of the applicable Commercial General Liability Policy, the Consultant agrees to indemnify and hold owner harmless from non-professional liability arising out of the Consultant's negligence in performing of this agreement.

Consultant's professional liability of damages, loss or injury due to wrongful acts shall not exceed that total amount of Consultant's fees collected or \$50,000 whichever is greater.

8. TERMINATION OF SERVICES

In the event that Client requests termination of services, Consultant reserves the right to complete such analysis and records as are necessary to place files in order. The cost of such services will be paid by Client.

SITTS & HILL ENGINEERS, INC.
4815 Center Street
Tacoma, Washington 98409

The following are representative charges:

CIVIL AND STRUCTURAL ENGINEERING DESIGN

Principal	\$ 130 - 135/Hour
Senior Project Manager	\$ 110 - 120/Hour
Project Manager	\$ 90 - 112/Hour
Engineer	\$ 57 - 116/Hour
Landscape Architect	\$ 112/Hour
Inspectors & Technicians	\$ 57 - 91/Hour

SURVEYING

Principal Land Surveyor	\$ 135/Hour
Project Surveyor	\$ 80 - 100/Hour
Survey Technician	\$ 56 - 95/Hour
Field Crew Chief	\$ 58 - 95/Hour
Field Crew Member	\$ 56 - 67/Hour

SUPPORT PERSONNEL

CAD Technician	\$ 59 - 92/Hour
Administration	\$ 60 - 72/Hour

MISCELLANEOUS

Mileage	\$ 0.50 per mile
Regular Materials (Stakes)	\$ 0.50 per unit
RTK - GPS	\$ 75.00/Hour
Special Materials	Cost Plus 15%
Subconsultants	Cost Plus 15%

CONSULTING ENGINEER AND COURT CASES

Principal	\$ 275/Hour
Engineer	\$ 225/Hour
Land Surveyor	\$ 225/Hour

Effective September 1st, 2010



November 16, 2010

Peter Stanley
Tides Tavern
2925 Harborview Drive
Gig Harbor, WA 98335

RE: CONSULTANTS SERVICES

Dear Peter:

As you know, the City purchased the Madison Shores (Old Stutz site) this year and is in the process of working with our consultant, Sitts and Hill Engineers, to design a parking lot and conceptual pier design. The plans did not anticipate your request to preserve the storage building that currently exists within the City's right-of-way known as the Harborview-Soundview Drive Street-ends.

During the City Council meeting on November 8th, you requested that the City investigate relocation of the proposed restroom to the area next to your existing storage shed. You offered to construct a combined restroom/storage structure so that you could maintain use at this location.

In order to review the feasibility of this proposal, the City has received a scope and fee from Sitts and Hill for this additional work. In correspondence with me, you agreed to pay up to \$4,000 for their amended scope. Before the City executes the amendment for the additional work, the City will need a deposit from you in the amount of \$4,000. Please provide the deposit as soon as possible so Sitts and Hill can move forward. If the work is completed for less than the estimated \$4,000, the City will reimburse you these additional funds.

Thank you for your offer to provide the City with the funds necessary to investigate your proposal. As you know, we are in the early investigatory stages, and moving forward with this investigation in no way guarantees that the City will accept your proposal.

Sincerely

A handwritten signature in cursive script that reads "Rob Karlinsey".

Rob Karlinsey
City Administrator



Subject: Visitor Center Lease Agreement

Proposed Council Action:

Authorize the Mayor to execute a five-year lease agreement with the Gig Harbor Chamber of Commerce for the Lease of the City-owned building located at 3125 Judson Street.

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: November 22, 2010

Exhibits: Lease Agreement

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: RSK

Approved as to form by City Atty: Via email

Approved by Finance Director: _____

Approved by Department Head: _____

Expenditure	Amount	Appropriation
Required	See Fiscal Consideration Below	Budgeted
		Required

INFORMATION / BACKGROUND

Due to declining lodging tax revenues, the City has been exploring ways to cut costs in the Hotel-Motel Fund. One of the cost cutting proposals is to discontinue City operation of the Visitor Center at 3125 Judson Street and contract with the Gig Harbor Chamber of Commerce to run the Visitor Center.

The city administrator has been in negotiations with the Chamber, and it is proposed that effective February 1, 2011, the City lease the Visitor Center at 3125 Judson Street for a period of five years at \$500 per month rent, which is a reduced amount compared to the fair market value. The City will pay the leasehold excise tax (currently estimated at approximately \$130 per month), and the Chamber will pay all utility costs. The rent and the leasehold excise tax would be adjusted every two years as a percentage of fair market value rent. Other terms of the agreement are included in the attached lease.

In return for reduced rent, the Chamber agrees to operate the Visitor Center on behalf of the City. These services include keeping the Visitor Center open on weekends in the summer (See #2 in Exhibit A of the attached lease); promoting and referring both Chamber and non-Chamber members in regards to tourism-related inquires; managing the staffing (both volunteer and paid) of the Visitor Center, and other functions and duties that go with operating a visitor center. See Exhibit A in the attached lease.

FISCAL CONSIDERATION

It is estimated that transferring operation of the Visitor Center to the Chamber will save the Hotel-Motel Fund at least \$20,000 per year.

However, the General Fund will see at least two cost increases:

1. The office of the Gig Harbor Historic Waterfront Association (GHHWA) is currently located in a small portion of the City's Visitor Center on Judson Street. Of the \$35,000 that the City's General Fund contributes to the GHHWA annually, \$6,000 is provided in the form of in-kind office space. If the Chamber leases and moves into the building, the GHHWA will need to relocate, and the \$6,000 value of City-provided office space will go from in-kind to cash, thereby increasing the City's 2011 General Fund cash outlay to the GHHWA by approximately \$6,000 (this amount could be higher depending on GHHWA's ability to find affordable office space in its district).

2. Leasehold Excise Tax. Because the City currently uses the 3125 Judson Street building for government purposes (visitor center), no leasehold excise tax is due on the property. However, when the Chamber begins leasing the property, the City will need to begin paying leasehold excise tax for that portion (approximately half) of the building that is for non-governmental (Chamber) purposes. This added cost is currently estimated at \$130 per month or about \$1,560 per year.

In addition, the City will need to clean and paint the interior of the building before the Chamber gains occupancy.

Other costs to maintain the building should remain approximately the same for the City.

BOARD OR COMMITTEE RECOMMENDATION

Leasing the City's Judson Street building to the Chamber has been discussed by the City Council at the October 11, 2010 joint meeting with the Lodging Tax Advisory Committee and also at the November 2, 2010 City Council Budget Workshop.

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to execute a five-year lease agreement with the Gig Harbor Chamber of Commerce for the Lease of the City-owned building located at 3125 Judson Street.

LEASE AND AGREEMENT FOR SERVICES

THIS LEASE AND AGREEMENT FOR SERVICES ("Lease") is made and entered into this ____ day of _____, 2010, by and between CITY OF GIG HARBOR, a municipal corporation of the State of Washington ("Landlord") and GIG HARBOR CHAMBER OF COMMERCE, a Washington non-profit corporation ("Tenant"). In consideration of the following mutual promises, the parties agree as follows:

1. LEASED PREMISES. Landlord does hereby lease to the Tenant and the Tenant does hereby lease from the Landlord the following described premises: those certain premises located at 3125 Judson Street, Gig Harbor, WA 98335 (the "Premises).

2. TERM.

2.1 Term. This Lease shall commence on February 1, 2011, for a term of five years unless terminated as provided herein.

2.2 Condition of Premises. Tenant shall accept the Premises in the condition then existing as of the commencement of this Lease with the exception that the Landlord will clean carpets and paint any area showing wear and tear from previous occupancy. Landlord makes no representation, express or implied, as to any aspect of the land, building, improvements, environmental condition, or any other aspects of the Premises.

2.3 Holding Over. If Tenant remains in possession of all or any part of the Premises after the expiration of the term hereof, or following any other termination hereof, with or without the express or implied consent of Landlord, such tenancy shall be from month to month only, and not a renewal hereof or an extension for any further term, and in such case, rent and other monetary sums due shall be payable in the amount and at the time specified in this Lease, and such month to month tenancy shall be subject to every other term, covenant and agreement contained herein.

3. RENT AND OTHER CONSIDERATION.

3.1 Rent. The initial fair market value of the Premises is \$2,000 per month of which 50% is attributed to governmental purposes (Visitor Center services) and 50% to non-governmental, Tenant purposes. As such, the monthly rental shall be 50% of the fair market value (the "Rent"). Landlord shall accept the first half of the Rent in in-kind services (included in this Agreement) and Tenant shall pay the second half of the Rent in an initial monthly amount of Five Hundred Dollars (\$500), due and payable in full on the first day of each month, commencing on February 1, 2011. Payment shall be made to Landlord at the following address: Finance Director, 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. Every two years commencing on February 1, 2013, the Finance Director may adjust the Rent using the above formula if the Finance Director determines the fair market value has changed.

3.2 Leasehold Excise Taxes. In consideration of in-kind services to be provided by Tenant, Landlord agrees to pay, pursuant to Chapter 82.29A RCW, leasehold excise taxes on the Rent, as may be adjusted pursuant to Section 3.1. (See WAC 458-29A-100(2)(f)(iii).)

3.3 Services to be Provided. As additional consideration for this Lease, the Tenant agrees to provide the services set forth on Exhibit A, attached to and incorporated into this Lease by this reference.

3.4 Utilities. Tenant shall, during the term hereof, pay prior to delinquency all charges for utilities supplied to the Premises and shall hold Landlord harmless from any liability therefrom.

4. USE. The Premises shall be used for office and meeting space and a visitor center, and for no other purpose without the prior written consent of Landlord.

5. MAINTENANCE AND REPAIRS; ALTERATIONS AND ADDITIONS.

5.1 Maintenance and Repairs.

5.1.1 Tenant, at its sole cost and expense, shall maintain the Premises in a good state of repair. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises in the same condition as received, ordinary wear and tear excepted, and shall promptly remove or cause to be removed at Tenant's expense from the Premises any signs, notices and displays placed by Tenant.

5.1.2 Tenant agrees to repair any damage to the Premises caused by or in connection with the removal of any articles of personal property, business or trade fixtures, machinery, equipment, cabinetwork, furniture, moveable partition or permanent improvements or additions, including without limitation thereto, repairing the floor and patching and painting the walls where required by Landlord to Landlord's reasonable satisfaction, all at Tenant's sole cost and expense.

5.1.3 In the event Tenant fails to maintain the Premises in good order, condition and repair, Landlord shall give Tenant notice to do such acts as are reasonably required to so maintain the Premises. In the event Tenant fails to promptly commence such work and diligently prosecute it to completion then Landlord shall have the right, but not the obligation, to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be paid by Tenant promptly after demand with interest at eighteen percent (18%) per annum from the date of such work.

5.1.4 Tenant shall do all acts required to comply with all applicable laws, ordinances, regulations and rules of any public authority relating to its maintenance obligation as set forth herein, and shall indemnify Landlord from all costs and expenses, including attorneys fees, resulting from any related claim or demand.

5.2 Alterations and Additions. Tenant shall make no alterations, additions or improvements to the Premises or any part thereof without first obtaining the prior written consent of Landlord.

5.3 Janitorial and Landscaping Services. Tenant shall be responsible for all costs associated with janitorial services and Landlord shall maintain landscaping for the premises.

6. ENTRY BY LANDLORD. Landlord reserves and shall at all times have the right to enter the Premises to inspect the same, to submit said Premises to prospective purchasers or tenants, and to post "for lease" signs.

7. LIENS. Tenant shall keep the Premises free from any liens arising out of work performed, materials furnished, or obligations incurred by Tenant and shall indemnify, hold harmless and defend Landlord from any liens and encumbrances arising out of any work performed or materials furnished by or at the direction of Tenant.

8. INDEMNITY.

8.1 Indemnity. Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, costs and expenses arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work or things which may be permitted or suffered by Tenant in or about the Premises and shall further indemnify, defend and hold Landlord harmless from and against any and all claims, costs and expenses arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the provisions of this Lease or arising from any negligence of Tenant or any of its agents, contractors, employees or invitees and from any and all costs, attorneys' fees, expenses and liabilities incurred by Landlord in the defense of any such claim or any action or proceeding brought thereon. Tenant hereby assumes all risk of damage to property or injury to persons in or about the Premises from any cause, and Tenant hereby waives all claims in respect thereof against Landlord.

9. INSURANCE.

9.1 Liability Insurance. Tenant, at its expense, shall maintain at all times during the term of this Lease, comprehensive liability insurance, contractual liability insurance, property damage liability insurance and such other insurance as Landlord may require from time to time in respect of the Premises and the conduct or operation of business therein, with Landlord as an additional insured, with One Million Dollars (\$1,000,000) minimum combined single limit coverage, or its equivalent. The limits of such insurance shall not limit the liability of Tenant. All such insurance shall also insure the performance by Tenant of the indemnity agreement set forth in Section 8 of this Agreement. For insurance required to be maintained by Tenant under these Sections 9.1 and 9.2, and upon the request of Landlord, Tenant shall deliver to Landlord certificates of insurance, in such form reasonably requested by Landlord, issued by the insurance company or its authorized agent.

9.2 Property Insurance. Tenant shall maintain fire and extended coverage insurance on the Premises, subject to such reasonable deductibles as Landlord may establish. Landlord shall have the right to place on the Premises any other insurance as Landlord shall deem necessary. Tenant shall obtain and bear the expense of casualty insurance insuring the property of Tenant and tenant improvements on the Premises against such risks and naming Landlord and any superior mortgagee of the Premises of whose identity Tenant is notified, as additional insureds.

9.3 Acceptable Insurance Companies. All insurance policies required to be carried by Tenant hereunder shall be issued by responsible insurance companies authorized to issue insurance in the State of Washington and otherwise deemed acceptable by Landlord.

10. ASSIGNMENT AND SUBLETTING. Tenant shall not assign or sublet, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent, which consent shall be subject to Landlord's sole discretion.

11. DEFAULT, REMEDIES.

11.1 Default. The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

11.1.1 Any failure by Tenant to pay the Rent or any other monetary sums required to be paid hereunder on the date such payment is due;

11.1.2 The abandonment or vacation of the Premises by Tenant;

11.1.3 A failure by Tenant to observe and timely perform any other provision of this Lease to be observed or performed by Tenant, where such failure continues for ten (10) days after such act or omission; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within said ten (10) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion.

11.2 Remedies. In the event of any such default or breach by Tenant, Landlord may, at any time thereafter, without notice, without limiting Landlord in the exercise of any right or remedy at law or in equity which Landlord may have by reason of such default or breach:

11.2.1 Maintain this Lease in full force and effect and recover the Rent and other monetary charges as they become due, without terminating the Lease, irrespective of whether Tenant shall have abandoned the Premises. In the event Landlord elects not to terminate this Lease, Landlord shall have the right to attempt to re-let the Premises at such rent and upon such conditions and for such a term, and to do all acts necessary to maintain or preserve the Premises, as Landlord deems reasonable and necessary without being deemed to have elected to terminate this Lease, including removal of all persons and property from the Premises; such property

may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. In the event any such reletting occurs, Tenant shall remain liable for any rent deficiency and all costs and expenses of reletting, including costs of any remodeling to meet a new tenants' needs. Notwithstanding that Landlord fails to elect to terminate the Lease initially, Landlord at any time during the term of this Lease may elect to terminate this Lease by virtue of such previous default of Tenant.

11.2.2 Terminate Tenant's right to possession by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including without limitation thereto, the following: (i) the worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that is proved could have been reasonably avoided; plus (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that is proved could be reasonably avoided; plus (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom, including attorneys fees; plus (v) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable state law. Upon any such re-entry Landlord shall have the right to make any reasonable repairs, alterations or modifications to the Premises, which Landlord in its sole discretion deems reasonable and necessary. As used in (i) above, the "worth at the time of award" is computed by allowing interest at the rate of eighteen percent (18%) per annum from the date of default. As used in (ii) and (iii) the "worth at the time of award" is computed by discounting such amount at the discount date of the U.S. Federal Reserve Bank at the time of award plus one percent (1%). The term "rent," as used in this section, shall be deemed to be and to mean the Rent to be paid pursuant to Section 3 and all other monetary sums required to be paid by Tenant pursuant to the terms of this Lease.

12. MISCELLANEOUS.

12.1 Governing Law, Jurisdiction and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. The parties agree to submit themselves to venue and jurisdiction in the appropriate court in Pierce County, Washington.

12.2 Severability. If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby.

12.3 Waiver. No covenant, term or condition of this Lease or the breach thereof shall be deemed waived, except by written consent of the party against whom

the waiver is claimed, and any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition.

12.4 Notices. All notices or demands of any kind required or desired to be given by Landlord or Tenant shall be in writing and deemed delivered upon actual delivery or forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid, and shall be addressed:

If to Landlord at:

If to Tenant at:

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

Gig Harbor Chamber of Commerce

Gig Harbor, WA 98335

or at such other address as the parties may designate by written notice to the other.

12.5 Entire Agreement. This Lease constitutes the entire agreement between Landlord and Tenant relative to the Premises. This Lease may be amended only by a written instrument signed by Landlord and Tenant. Landlord and Tenant agree hereby that all prior oral agreements relating to this agreement are merged in or revoked by this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date and year first above written.

LANDLORD:

TENANT:

CITY OF GIG HARBOR

GIG HARBOR CHAMBER OF COMMERCE

Mayor Charles L. Hunter
Date: _____

By: _____
Its: _____
Date: _____

ATTEST/AUTHENTICATED:

Molly Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

DATED: _____

Printed: _____
NOTARY PUBLIC in and for Washington
Residing at: _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

DATED: _____

Printed: _____
NOTARY PUBLIC in and for Washington
Residing at: _____
My appointment expires: _____

EXHIBIT A

Scope of Services

1. The Chamber will include the City of Gig Harbor logo on the visitor center signage.
2. The Chamber will run the visitor center at least six hours per day, seven days per week from April 1 through September 30. Except as noted below, from October 1 through March 31, the Chamber will have open hours at least six hours per day, six days per week. The Chamber may choose to close the visitor center between (approximately) December 22 and the day after Martin Luther King Day. The Chamber may also choose to close the visitor center on nationally recognized holidays. Additional closure days can be agreed upon mutually on a case-by-case basis.
3. The City marketing office will continue to do the overall tourism marketing in conjunction with and in collaboration with the Chamber's efforts for business development.
4. The Chamber staff and/or volunteers will greet and provide quality customer service to walk-in visitors at the visitor center. The Chamber will run the functions and operations normally associated with a visitor center. The Chamber may also use the building for Chamber-related functions and activities. From time to time and with advance notice the Chamber will make the conference room available for meetings such as the lodging tax advisory committee free of charge.
5. When it comes to visitor center functions; inquiries about where to visit, shop, eat, play, meet, and stay need to be directed to businesses regardless of Chamber membership.
6. In the front room of the visitor center and on the exterior of the building next to the door, the Chamber will retain sufficient space for visitor information materials, including racks for rack cards and brochures. The City will continue to manage the visitor racks elsewhere around town.
7. The Chamber will provide the City a storage area, no less than 50 square feet, for Marketing Department visitor materials. Prior to the Chamber occupying the building, the City will contact the Lions Club and have them remove their items from the Bogue Building.
8. Furniture and other items owned by the City of Gig Harbor may be available to the Chamber for purchase or free for continued use at the Visitor Center. Each item will need to be negotiated.

9. The Chamber will maintain and pay for the existing Judson Street visitor center phone number, 857-4822, and the Chamber's staff and volunteers will answer calls during visitor center hours of operation that come through this line. The Chamber will pay for and maintain a voice mail system for after-hours calls.
10. The Chamber will process and respond to email and electronic communication that come through its own web site and email system; and the City will respond to electronic communication that comes through its own system.
11. By the 30th day following the end of each calendar quarter (January – March, for example), the Chamber will provide to the City a written report on visitor center activities, including number of walk-in visitors each month, number of visitor-related phone calls each month, and number of referrals to local hotels each month.
12. The Chamber will recruit, train, supervise, and manage the visitor center volunteers. The City may retain or recruit some of its existing visitor center volunteers to assist the Marketing Department at City Hall.
13. If it wishes, the Chamber may take over the selling of Gig Harbor retail items in the visitor center, including shirts, hats, coats, and vests with the City logo. The Chamber can purchase additional inventory and set prices at its discretion.
14. Chamber staff, board members, and volunteers will not park their vehicles in the parking spaces fronting the visitor center on Judson Street (disabled parking spaces are the exception to this rule).
15. No sooner than January 1, 2012, the Chamber may request the City to contribute lodging tax dollars to the Chamber. The request must be submitted in writing to the Chair of the City's Lodging Tax Advisory Committee ("LTAC"). Within 100 days of the Chamber's request, the LTAC will consider and make a recommendation on the Chamber's request to the City Council. Within 60 days of receiving the LTAC recommendation, the City Council will consider and approve, modify, or deny the Chamber's request for lodging tax dollars. If the City Council denies or modifies the Chamber's request not to the Chamber's satisfaction, then the Chamber may terminate this Lease with 30 days written notice, within an effective date of termination no sooner than December 31, 2012.



Subject: Second reading - 2011 budget ordinance

Dept. Origin: Finance

Prepared by: David Rodenbach, Finance Director

Proposed Council Action: Adopt ordinance

For Agenda of: November 22, 2010

Exhibits: Ordinance

Initial & Date

Concurred by Mayor:

Approved by City Administrator: [Signature] 11/17

Approved as to form by City Atty: by e-mail

Approved by Finance Director: [Signature] 11/17

Approved by Department Head:

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and values: \$40,678,075, 0, \$40,678,075.

INFORMATION / BACKGROUND

The total city budget, which includes all funds, is \$40,678,075. Total budgeted revenues for 2011 are \$24.7 million while budgeted beginning fund balances total \$15.9 million. Total budgeted expenditures for 2011 are \$29.8 million and budgeted ending fund balances total \$10.9 million.

The General Fund accounts for 28 percent of total expenditures, while Special Revenue (Street, Street Capital, Drug Investigation (state and federal), Hotel - Motel, Public Art Capital Projects, Park Development, Civic Center Debt Reserve, Strategic Reserve, Equipment Replacement Reserve, General Government Capital Development, General Government Capital Improvement, Impact Fee Trust and Lighthouse Maintenance) and Enterprise Funds (Water, Sewer and Storm) are 24 percent and 43 percent of total expenditures. General government debt service funds are five percent of 2011 budgeted expenditures.

FISCAL CONSIDERATION

Total budgeted uses and resources for 2011 are \$40,678,075. This is a \$12,173,445 decrease from the 2010 budget.

The decrease is largely explained by a \$16.9 million decrease in capital expenditures in the 2011 budget. Three projects accounting for most of the decrease are completion or substantial completion of the treatment plant expansion, sewer outfall extension, and the Harborview Drive/Stinson water main projects. These projects were budgeted at \$16.8 million in 2010.

The 2011 budget proposes reclassifying two Waste Water Treatment Plant Operators to the newly created position creation of Senior Waste Water Treatment Plant Operator; and also proposes reclassifying the Maintenance Technician to a newly created position titled Wastewater Treatment Plant Collection System Tech II.

Changes from the 2011 Preliminary Budget which was distributed to Council and the Public on October 25 are:

- Two new funds, the Strategic Reserve fund and the Equipment Replacement Reserve fund, were discussed in the budget document and Mayor's letter at funding levels of \$280,000 and \$50,000 respectively, yet were not included in the 2011 preliminary budget ordinance. These are included in this ordinance before you for a first reading.
- An objective, totaling \$4,000 to fund a national register application for Skansie Brothers Park and to produce a walking map guide to Gig Harbor's historic net sheds was added. This objective includes both a grant revenue and the related expenditure with no cost to the city.
- In Parks operating, the "concerts in the park" objective was increased from \$17,000 to \$22,000, the "tree lighting in the park" objective was increased from \$1,000 to \$1,400, and a \$2,000 objective to cover expenses related to Halloween was added. The increase to concerts in the park is entirely offset by private funding.
- The Municipal Court laptop computer (\$3,000) was deleted.

RECOMMENDATION / MOTION

Move to: Adopt the 2011 budget ordinance as presented.

**AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF
GIG HARBOR, WASHINGTON, FOR THE 2011 FISCAL YEAR
AND CREATING THE STRATEGIC RESERVE FUND AND
EQUIPMENT REPLACEMENT FUND.**

WHEREAS, the Mayor of the City of Gig Harbor, Washington completed and placed on file with the city clerk a proposed budget and estimate of the amount of the monies required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of said city for the 2011 fiscal year, and a notice was published that the Gig Harbor City Council would meet on November 8 and November 22, 2010 at 5:30 p.m., in the Council Chambers in the Civic Center for the purpose of making and adopting a budget for 2011 and giving taxpayers an opportunity to be heard on the budget; and

WHEREAS, the City Council did meet at the established time and place and did consider the matter of the 2011 proposed budget; and

WHEREAS, major tax revenues have declined in recent years, while unit costs and the need for capital projects have gone up; and

WHEREAS, the 2011 proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Gig Harbor for the purposes set forth in the budget, and the estimated expenditures set forth in the budget being all necessary to carry on the government of Gig Harbor for 2011 and being sufficient to meet the various needs of Gig Harbor during 2011; and

WHEREAS, the 2011 proposed budget establishes separately two new funds: the Strategic Reserve fund which will allow the City to take advantage of opportunities as they arise and insulate the city from economic downturns; and the Equipment

Replacement fund which will allow the City to accumulate funds for replacement of equipment;

NOW, THEREFORE, the City Council of the City of Gig Harbor **DO ORDAIN** as follows:

Section 1. The budget for the City of Gig Harbor, Washington, for the year 2011 is hereby adopted in its final form and content.

Section 2. Estimated resources, including beginning fund balances, for each separate fund of the City of Gig Harbor, and aggregate total for all funds combined, for the year 2011 are set forth in summary form below, and are hereby appropriated for expenditure during the year 2011 as set forth in the following:

2011 BUDGET APPROPRIATIONS

FUND / DEPARTMENT	AMOUNT
001 GENERAL GOVERNMENT	
01 Non-Departmental	\$3,166,427
02 Legislative	29,350
03 Municipal Court	360,750
04 Administrative / Financial / Legal	1,290,800
06 Police	2,846,352
14,15,16 Planning / Building / Public Works/Parks/Buildings	1,933,555
19 Ending Fund Balance	1,848,330
TOTAL GENERAL FUND - 001	11,475,564
101 STREET OPERATING	1,593,266
102 STREET CAPITAL	911,556
105 DRUG INVESTIGATION STATE	12,776
106 DRUG INVESTIGATION FEDERAL	34,071
107 HOTEL / MOTEL FUND	276,430
108 PUBLIC ART CAPITAL PROJECTS	91,938
109 PARK DEVELOPMENT FUND	1,986,919
110 CIVIC CENTER DEBT RESERVE	3,989,426
111 STRATEGIC RESERVE	280,000
112 EQUIPMENT REPLACEMENT RESERVE	50,000
208 LTGO BOND REDEMPTION	1,370,824
209 2000 NOTE REDEMPTION	65,297
210 LID 99-1 GUARANTY	97,032
211 UTGO BOND REDEMPTION	448,272
301 CAPITAL DEVELOPMENT FUND	238,761
305 GENERAL GOVT. CAPITAL IMPROVEMENT	267,561
309 IMPACT TRUST FEE	196,407
401 WATER OPERATING	1,630,320
402 SEWER OPERATING	3,522,989
407 UTILITY RESERVE	1,336,291
408 UTILITY BOND REDEMPTION FUND	1,854,697
410 SEWER CAPITAL CONSTRUCTION	4,376,516
411 STORM SEWER OPERATING	1,115,175
412 STORM SEWER CAPITAL	1,074,092
420 WATER CAPITAL ASSETS	2,379,995
605 LIGHTHOUSE MAINTENANCE TRUST	1,900
TOTAL ALL FUNDS	\$40,678,075

Section 3. Attachment "A" is adopted as the 2011 personnel salary schedule.

Section 4. Due to budget constraints, the city does not authorize funding for "top step" bonuses for city employees in 2011.

Section 5. The City Council hereby establishes a fund to be called the "Strategic Reserve Fund." This fund shall be used by the City to 1) take advantage of strategic opportunities as they arise; and 2) insulate the City from revenue fluctuations, economic downturns, and other contingencies such as emergencies and disasters, uninsured losses and tax refunds.

Section 6. The City Council hereby establishes a fund to be called the "Equipment Replacement Reserve Fund." This fund shall be used to accumulate funds for major equipment purchases. This fund is not intended to be an equipment rental fund, nor is it intended to fully fund equipment purchases at the time of acquisition. Rather, this fund is intended to establish a reserve that will fund at least a portion of vehicle and equipment acquisition costs, thereby reducing expenditure spikes.

Section 7. The city clerk is directed to transmit a certified copy of the 2011 budget hereby adopted to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

Section 8. This ordinance shall be in force and take effect five (5) days after its publication according to law.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this ___th day of November, 2010.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST:

Molly Towslee, City Clerk

Filed with city clerk: 11/___/10

Passed by the city council: 12/___/10

Date published: 12/___/10

Date effective: 12/___/10

POSITION	2011 RANGE	
	Minimum	Maximum
City Administrator	9,323	11,654
Chief of Police	7,758	9,698
Finance Director	7,521	9,401
Building & Fire Safety Director	6,612	8,265
City Engineer	6,612	8,265
Information Systems Manager	6,612	8,265
Planning Director	6,612	8,265
Police Lieutenant	6,594	8,243
Police Sergeant	6,207	7,103
Senior Engineer	6,184	7,730
City Clerk	5,946	7,433
Tourism Marketing Director	5,933	7,416
Public Works Superintendent	5,857	7,321
Wastewater Treatment Plant Supervisor	5,857	7,321
Court Administrator	5,592	6,990
Senior Planner	5,562	6,953
Associate Engineer	5,440	6,800
Accountant	5,255	6,569
Assistant Building Official/Fire Marshall	5,153	6,441
Field Supervisor	5,041	6,301
Senior WWTP Operator	4,747	5,934
Associate Planner	4,563	5,704
Police Officer	4,518	5,647
Construction Inspector	4,450	5,563
Planning / Building Inspector	4,450	5,563
Payroll/Benefits Administrator	4,400	5,501
Wastewater Treatment Plant Operator	4,247	5,309
Mechanic	4,155	5,194
Information System Assistant	4,120	5,150
Assistant City Clerk	4,086	5,108
Engineering Technician	4,086	5,108
Executive Assistant	4,086	5,108
Special Projects Coordinator	4,086	5,108
Maintenance Technician II	3,972	4,965
WWTP Collection System Tech II	3,972	4,965
Assistant Planner	3,959	4,949
Permit Coordinator	3,959	4,949
Community Development Assistant	3,754	4,693
Finance Technician	3,721	4,651
Lead Court Clerk	3,591	4,489
Administrative Assistant	3,300	4,125
Police Services Specialist	3,247	4,059
Court Clerk	3,203	4,004
Custodian	3,190	3,988
Maintenance Technician I (Laborer)	3,190	3,988
Administrative Receptionist	2,794	3,493
Community Development Clerk	2,794	3,493

Subject: Second reading of ordinance amending the 2010 budget

Dept. Origin: Finance

Prepared by: David Rodenbach, Finance Director

For Agenda of: November 22, 2010

Proposed Council Action:
Adopt ordinance amending the 2010 budget

Exhibits: Ordinance

Initial & Date

Concurred by Mayor:

Approved by City Administrator

DRK

Approved as to form by City Atty:

e-mail

Approved by Finance Director:

DR 11/17

Approved by Department Head:

Expenditure Required	See below	Amount Budgeted	0	Appropriation Required	See below
----------------------	-----------	-----------------	---	------------------------	-----------

INFORMATION / BACKGROUND

INFORMATION / BACKGROUND

As the 2010 fiscal year closes, it is evident that three general fund departments and two funds will require a budget amendment prior to year-end.

The recommended amendment to the 2010 general fund budget is as follows:

	Original Budget	Amended Budget	Increase/ (Decrease)
Court	\$ 325,050	\$ 350,050	\$ 25,000
Police	\$ 2,589,888	\$ 2,664,888	\$ 75,000
Parks	\$ 441,975	\$ 541,975	\$ 100,000
Ending Fund Balance	\$ 1,191,418	\$ 991,418	(\$ 200,000)

The recommended budget amendment to the 2010 Drug Investigation-State and Park Development funds is as follows:

Fund	Original Budget	Amended Budget	Increase/ (Decrease)
Drug Investigation-State	\$ 44,472	\$ 52,000	\$ 7,258
Park Development	\$ 736,144	\$1,900,000	\$ 1,136,856

The original 2010 budget for the municipal court was built relying on a \$36,000 savings resulting from a planned decrease to the court clerk position to one-half time from full-time. We were not able to accomplish this due to Employee Guild objections.

The amendment to the police department budget is a result of higher than anticipated jail expenditures, a change in policy whereby police officer off-duty pay is run through the city payroll system and reimbursed to the city, unexpected repairs to a damaged police vehicle and a retirement cash out of sick and vacation pay.

In 2010 the city added three additional parks, Cushman Trail, KLM Veterans Memorial Park and Eddon Boat Park to its park system. This addition created additional staff time spent in parks which was not anticipated in the original budget. Personnel and supply expenditures are the areas driving the need for the parks budget amendment.

The drug investigation fund did not have any revenues in its 2010 budget. During 2010 the city received approximately \$8,000 in this fund through drug-related forfeits. This amendment allows expenditure of these additional funds.

The park development fund was budgeted with minimal activity planned in 2010. As the year wore on, though, this was not the case. The city purchased the Madison Shores property, started work on the Austin Estuary Park, the Eddon Boat dock and railway, Cushman Trail Gap Phase 1/2 near Fred Meyer and the Skansie net shed inventory. All of these projects came with corresponding revenues (grants and bond proceeds).

In a normal year many of the previously mentioned circumstances could be absorbed into the existing budget; however due to the "precision budgeting" techniques used in building the 2010 budget, we literally had no wiggle room.

FISCAL CONSIDERATION

Although this amendment looks to be reducing ending fund balance by \$200,000; our current estimate is that total general fund expenditures will come in \$669,000 under budget. In other words, other general fund departments will come in well under budget and more than make up for the overages in police, court and parks.

RECOMMENDATION / MOTION

Move to: Pass ordinance amending the 2010 Budget as presented.

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON,
AMENDING THE 2010 GENERAL FUND BUDGET FOR THE
MUNICIPAL COURT, POLICE AND PARK DEPARTMENTS; AND
AMENDING THE 2010 BUDGET FOR THE DRUG INVESTIGATION
AND PARK DEVELOPMENT FUNDS**

WHEREAS, an adjustment to the 2010 annual appropriation of the General fund Municipal Court, Police and Park Departments is necessary to conduct city business; and

WHEREAS, total General Fund expenditures are forecast to come in \$670,000 below budget; and

WHEREAS, an adjustment to the 2010 annual appropriation of the Drug Investigation and Park Development funds is necessary to conduct city business; and

WHEREAS, the City was unable to eliminate one-half of a full-time position from the Municipal Court; and

WHEREAS, the Police Department is experiencing unanticipated expenditures such as elevated jail expenditures, police officer off-duty pay that is being run through the city's payroll system, an unbudgeted vacation cash-out payment due to retirement of an officer and a large unexpected repair to a patrol vehicle; and

WHEREAS, the Park Department experienced increased supplies and personnel expenditures due to three additional parks to maintain; and

WHEREAS, the Drug Investigation fund requires appropriation to expend unanticipated revenues received during 2010; and

WHEREAS, the Park Development fund requires appropriations to account for projects, such as the purchase of Madison Shores (\$930,000), Austin Estuary Park (\$127,000), Eddon Boat Dock and Railway (\$243,000) and the Cushman Trail Phase I Gap (\$70,000) which were not included in the 2010 budget; NOW, THEREFORE,

THE GIG HARBOR CITY COUNCIL ORDAINS AS FOLLOWS:

Section 1. The 2010 Budget shall be amended as follows:

Fund/Department	Original Appropriation	Amended Appropriation
001-General/Municipal Court	\$ 325,050	\$ 350,050
001-General/Police	\$2,589,888	\$2,664,888
001-General/Parks	\$ 441,975	\$ 541,975
001-Ending Fund Balance	\$1,191,418	\$ 991,418
105-Drug Investigation	\$ 44,742	\$ 52,000
109-Park Development	\$ 763,144	\$1,900,000

Section 2. The Gig Harbor City Council finds that it is in the best interests of the City to increase appropriations as shown above, and directs the Finance Director to amend the budget as shown above.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

Section 4. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ____ day of _____, 2010.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
ANGELA S. BELBECK

FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____
PUBLISHED: _____
EFFECTIVE DATE: _____
ORDINANCE NO: _____



Business of the City Council
City of Gig Harbor, WA

Subject: Public Hearing and First Reading of Ordinance -Temporary Signs in the C-1 Zoning District / Sign Area 2

Proposed Council Action: Review ordinance and hold second reading.

Dept. Origin: Planning

Prepared by: Jennifer Kester Senior Planner (with signature)

For Agenda of: November 22, 2010

Exhibits: Ordinance

Initial & Date

Concurred by Mayor:

Approved by City Administrator: (signature)

Approved as to form by City Atty: (signature)

Approved by Finance Director: (signature)

Approved by Department Head: (signature and date)

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and values (0, 0, 0).

INFORMATION / BACKGROUND

The Harbor History Museum has requested that the City amend its temporary sign regulations to allow for the museum's exhibit banners. Current regulations limit temporary signs to one 20 square foot banner for no more than 60 days and one A-board sign per business.

As an interim measure, the City Council passed an interim ordinance on July 26, 2010, which allows businesses in the C-1 district which are also located in Sign Area 2 (the zoning and sign overlay area of the museum) to have large grand opening signs (up to 300 square feet of wall signs and banner signs on each private light pole up to 7 square feet). This interim ordinance will automatically expire on January 1, 2011 unless extended, repealed or superseded by permanent amendments prior to that date (RCW 36.70A.390 and RCW 35A.63.220).

The Council now needs to decide if the interim ordinance should expire or if it should be superseded with a permanent ordinance.

The planning department staff has prepared a permanent ordinance which would amend the temporary event sign provisions in the C-1 district which are also located in Sign Area 2. The size of the temporary event signs would be based on the size of the building facade. Temporary event signage could be as big as 8% of the largest building facade, similar to the Sign Area 2 provisions for permanent wall signage. However, no single sign could exceed 120 square feet and the total of all temporary event signage could not exceed 300 square feet. In addition, no sign could be up for more than 150 days at a time. This permanent ordinance will

affect all uses in the C-1 district which are also in Sign Area 2. Currently there are 7 buildings in that designated area.

Staff feels that a "percentage of wall façade" provision for temporary event signage is appropriate for this area as the building sizes vary significantly, from the former Garden Club to the Museum. Where the current allowance of 20 square feet for temporary event signage could dominate one façade, it would be hardly noticeable on the largest façade in the designated area. In addition, the C-1 zone is our most intense commercial zoning in the view basin and as an entrance to downtown Gig Harbor may warrant larger temporary signage.

FISCAL CONSIDERATION

None.

SEPA DETERMINATION

The SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for the proposed interim ordinance on October 27, 2010.

BOARD OR COMMITTEE RECOMMENDATION

None solicited.

RECOMMENDATION / MOTION

Review ordinance and hold second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SIGNS; AMENDING CHAPTER 17.80.110 OF THE GIG HARBOR MUNICIPAL CODE TO ESTABLISH SIZE AND DURATION REQUIREMENTS FOR TEMPORARY EVENT SIGNAGE IN THE C-1 DISTRICT/SIGN AREA 2; REPEALING ORDINANCE NO. 1195; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Section 17.80.110 of the Gig Harbor Municipal Code presently limits temporary event signs to one 20-square foot banner with a duration of no longer than 60 days; and

WHEREAS, the existing allowance for temporary signage is not adequate or appropriate for the C-1 zoning district which is also in Sign Area 2 due to the varying sizes of buildings in this area, from 1,093 square feet to 14,698 square feet; and

WHEREAS, the C-1 Zoning District/Sign Area 2 is located at the northwest entrance to downtown Gig Harbor and the C-1 zoning district is our most intense commercial zoning in the view basin; and

WHEREAS, for temporary event signage in the C-1 zoning district which is also in Sign Area 2, the City desires to base the size of temporary event signage on the size of the building façade so that size of the temporary sign is proportionate to the size of the building, with some limitations; and

WHEREAS, given that the C-1 Zoning District/Sign Area 2 area serves as the northwest entrance to downtown Gig Harbor, the City feels that private temporary light pole signs consistent with the City's public works standards are appropriate; and

WHEREAS, the City desires to change the term "business sign" to "event sign" throughout the temporary sign code provisions to acknowledge that not all tenants or uses are "businesses" and the city's past practices have allowed temporary signs for all uses; and

WHEREAS, the proposed development regulations amendments were forwarded to the Washington State Department of Commerce on July 15, 2010, pursuant to RCW 36.70A.106; and

WHEREAS, the City's SEPA Responsible Official issued a threshold Determination of Nonsignificance (DNS) for this Ordinance on October 27, 2010; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on _____; 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. Repeal. Ordinance No. 1195 adopted on July 26, 2010 by the Gig Harbor City Council is hereby repealed.

Section 2. Section 17.80.110 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.80.110 Temporary signs.

Except for ~~business~~ signs described under subsections (A) and (B) of this section and balloon signs described under subsection (FG) of this section, no permit is required for temporary signs. Temporary signs are not allowed to continually advertise goods, services, political messages or events on a site; permanent signs shall be used for that purpose. Temporary signs located within public right-of-way shall be subject to the requirements of Chapter 12.02 GHMC.

A. ~~Exterior Business~~ Event Signs. Such signs include grand opening signs, sale signs, promotional signs, exhibitions, quitting business signs, and other nonpermanent exterior signs used by businesses to advertise an event. Exterior ~~business event~~ signs shall be limited to 20 square feet in size. No more than one exterior ~~business event~~ sign may be displayed at any one time for any one business or tenant. Exterior ~~business event~~ signs may be displayed for no more than 60 cumulative days per calendar year ~~per business or tenant.~~ A permit is required for each temporary exterior business sign. This subsection does not apply to exterior event signs regulated under subsection (B) of this section.

B. Exterior Event Signs in the C-1 zoning district which are also in Sign Area 2. Such signs include grand opening signs, sales signs, promotional signs, exhibition signs, quitting business signs and other nonpermanent exterior signs used to advertise an event. Exterior wall-mounted temporary event signs shall be allowed up to the greater of: (i) eight (8) percent of a building's largest wall façade provided the combined total of all temporary exterior wall-mounted event signs does not exceed 300 square feet and no one single sign exceeds 120 square feet; or (ii) 20 square feet. In addition, one banner sign not exceeding seven (7) square feet per side may be located on each light pole on private property. Such temporary signs shall not be displayed more than 10 days before the temporary event begins and must be removed upon conclusion of the

event, but in no case longer than 150 days. A temporary banner permit is required for such signs.

~~B.~~ C. Real Estate (On-Premises and Off-Premises Signs).

1. Residential "For Sale," "For Rent" and "Sold" Signs. Such signs shall be limited to one sign per street frontage not to exceed six square feet in sign area per side, placed wholly on the property for sale, and not to exceed a height of six feet. One off-premises "For Sale" or "For Rent" sign no larger than two square feet and no further from the subject house than the nearest arterial street intersection is permitted. No more than one "For Sale" or "For Rent" sign may be used at any street intersection for any one developer, broker, seller or owner. No off-premises "Sold" signs are allowed. All real estate signs shall be removed within five days of the final sale or rental.

If a development or subdivision with more than eight parcels or units has more than 25 percent of the parcels or units for sale at any one time by a single or joint developer, agent, or seller, signage shall be limited to one project identification sign, no larger than 32 square feet, at the subdivision or project entrance with a map showing available lots or units by number. Each lot or unit may have a corresponding number sign not exceeding one square foot.

2. Residential Directional "Open House" Signs. "Open House" signs are permitted only during daylight hours and when the broker/agent or seller is in attendance at the property for sale. No such sign shall exceed six square feet in sign area per side. The sign may be placed along the periphery of a public right-of-way, provided it does not interfere with traffic safety, but it may not be attached to a utility pole or traffic safety device.

3. Undeveloped Commercial and Industrial Property "For Sale or Rent" Signs. One sign per street frontage advertising undeveloped commercial property for sale or for rent is permitted while the property is actually for rent or sale. The sign shall not exceed 32 square feet in sign area per side and six feet in height.

4. Developed Commercial and Industrial Property "For Sale or Rent" Signs. Such signs shall be limited to one sign per street frontage not to exceed 16 square feet in sign area per side, placed wholly on the property for sale, and not to exceed a height of six feet.

~~C.~~ D. Construction Signs. Sign copy shall be limited to information about a building under construction or being remodeled. Maximum duration shall be until construction is completed or one year, whichever is shorter. Maximum area shall be 32 square feet.

~~D.~~ E. Campaign/Political Signs. Campaign/political signs may be posted on private property or on the planting strip between the sidewalk and the street, when such planting strip is immediately adjacent to the sign owner's property; provided, that it does not present a safety hazard to pedestrian or vehicular traffic. If related to an event or election, such signs shall be removed within seven days after the event or election. It shall be the responsibility of the property owner, tenant or candidate to remove

such signs as required by this section. Maximum sign area shall be 12 square feet. Maximum height shall be six feet.

E. F. Signs Advertising a Public Event. Maximum duration shall be from one month before the event to five days after the event. Because public events are allowed on a limited time basis and on sites not normally associated with the event, public event signs may be located off-premises within the city right-of-way, subject to the provisions of Chapter 12.02 GHMC, Encroachment Permits, or within the windows of buildings, subject to the building owner's approval and all other window sign requirements. Signs shall be removed by the promoters of the event, or the city will remove such signs at the promoter's expense.

F. G. Balloon Signs. Such signs include display of six or more balloons, either individually or as festoons, connected to one or more fixed objects or vehicles. Balloon sizes shall not exceed 18 inches in any dimension. Balloon signs may be displayed for no more than 60 cumulative days per calendar year. A permit is required for each balloon sign display.

G.H. Temporary window signs conforming to GHMC 17.80.020(E).

Section 3. 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 4. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

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



Internal Departmental Communication Gig Harbor Police Department

TO: Council Members
FROM: Chief Mike Davis *MD*
SUBJ: STAFF REPORT--Derelict Boats
DATE: November 18, 2010

DERELICT VESSEL PROBLEM OVERVIEW

Derelict vessels and buoys in Gig Harbor have become a growing problem. Virtually all of these vessels and buoys are anchored within the unincorporated portion of Gig Harbor under the jurisdiction of the Pierce County Sheriff's Department and the Washington State Department of Natural Resources.

These vessels and buoys create problems because:

- A. They interfere with easy navigation and free access to the public waters,
- B. They create potential pollution problems (i.e. sewage being pumped into the water, boats sinking, etc.),
- C. They frequently come adrift and settle into private property and/or endanger other vessels or marinas,
- D. They are occasionally brought to the Gig Harbor City Dock (or moved to other portions of the city jurisdiction) by frustrated residents who see a remedy in the form of forced action. This strategy results in a direct cost to the City of Gig Harbor for disposal of the derelict vessel,
- E. They are occasionally tied up to the public launching ramp on Randall Drive by frustrated residents. This strategy results in limiting the access of boats in/out at the launching ramp.
- F. They occasionally provide a place of refuge for persons with criminal backgrounds (i.e. registered sex offenders, persons with theft history, etc.). Thefts of marine equipment can be traced directly to some of the occupants of these vessels.

We have been working on establishing an Interlocal Agreement with Pierce County that will allow the Gig Harbor Police Department to rid the Harbor of derelict vessels and buoys. The attached draft Interlocal Agreement was sent to you last week for review. I wanted to

provide you an update on our progress and answer any questions you may have about the agreement and our plan of action once we start processing the derelict boats currently moored in the Harbor. As a reminder I have provided the pertinent laws that currently govern the regulation of derelict boats.

STATE LAW REGARDING DERELICT VESSELS

In 2002, the State of Washington took steps to address the growing problem of derelict vessels. RCW 79 says (in part):

"These vessels are public nuisances and safety hazards as they often pose hazards to navigation, detract from the aesthetics of Washington's waterways, and threaten the environment with the potential release of hazardous materials."

The state established a derelict vessel removal fund to reimburse local jurisdictions for most of the costs associated with the removal and disposal of derelict or abandoned vessels. The state defines an abandoned vessel as:

(1) "**Abandoned vessel**" means a vessel that has been left, moored, or anchored in the same area without the express consent, or contrary to the rules of, the owner, manager, or lessee of the aquatic lands below or on which the vessel is located for either a period of more than thirty consecutive days or for more than a total of ninety days in any three hundred sixty-five-day period, and the vessel's owner is: (a) Not known or cannot be located; or (b) known and located but is unwilling to take control of the vessel. For the purposes of this subsection (1) only, "in the same area" means within a radius of five miles of any location where the vessel was previously moored or anchored on aquatic lands. and a derelict vessel as:

(5) "**Derelict vessel**" means the vessel's owner is known and can be located, and exerts control of a vessel that: (a) Has been moored, anchored, or otherwise left in the waters of the state or on public property contrary to RCW 79.02.300 or rules adopted by an authorized public entity; (b) Has been left on private property without authorization of the owner; or (c) Has been left for a period of seven consecutive days, and: (i) Is sunk or in danger of sinking; (ii) Is obstructing a waterway; or (iii) Is endangering life or property. Note: Buoys are not specifically covered by the derelict vessel law, but fall under the umbrella of RCW 79.02.300.

The state may authorize the lease of tidelands for the placement of a buoy under the following terms:

(1) **General requirements.** (a) In addition to other requirements of law, aquatic land activities that interfere with the use by the general public of an area will require authorization from the department by way of agreement, lease, permit, or other instrument. (i) Suitable instruments shall be required for all structures on aquatic lands except for those federal structures serving the needs of navigation. (ii) The beds of navigable waters may be leased to the owner or lessee of the abutting tideland or shoreland. This preference lease right is limited to the area between the landward boundary of the beds and the -3 fathom contour, or 200 feet waterward, whichever is closer to shore. However, the distance from shore may be less in locations where it is necessary to protect the navigational rights of the public. 3

WAC 352-52-155 Anchored Vessels

(1) What is the length of time that a vessel may be moored or anchored on state-owned aquatic lands? Persons shall not moor or anchor a vessel in the same area on state-owned aquatic lands for periods longer than thirty consecutive days or for more than a total of ninety days in any three hundred sixty-five day period. For purposes of WAC 332-52-155, "in the same area" means within a radius of five miles of any location where the vessel was previously moored or anchored. (2) Are there places where the time limit does not apply? Subsection (1) of this section does not apply where the federal government, a county, a city, a state agency, including DNR, a port, or any other public entity with authority has posted, enacted, or adopted different anchorage or moorage restrictions. Persons shall observe restrictions specific to the locality. Additionally, persons may exceed this time limit if: (a) Granted express consent by either DNR or the lessee of the state-owned aquatic lands where the vessel is moored or anchored; and (b) Anchorage or moorage does not violate any other law or rule. (3) Any violation of this section is an infraction under chapter 7.84 RCW.

**Interlocal Agreement between Pierce County, Washington
and the City Of Gig Harbor Relating to Marine Services**

THIS IS AN AGREEMENT between Pierce County, a home rule charter county, a political subdivision of the State of Washington, hereinafter referred to as the "County", and the City of Gig Harbor, a municipal corporation of the State of Washington, hereinafter referred to as the "City", as authorized by the Interlocal Cooperation Act, Chapter 39.34 RCW.

WHEREAS, the marine jurisdiction of Gig Harbor is jointly shared by the City and the County;

NOW Therefore, the County and City hereby agree:

1. City Obligations

1.1. Through the Gig Harbor Police Department, the City will exercise police authority within the unincorporated area of the marine jurisdiction of Gig Harbor, located in Pierce County.

1.2. Initiate a strategy of identifying, posting, warning and/or removal of all illegal buoys, derelict vessels and abandoned vessels within the marine jurisdiction of Gig Harbor.

1.3. Work cooperatively with the County whenever possible in effecting the strategies of the City in removing illegal buoys, derelict vessels and abandoned vessels.

1.4. Provide the County with a monthly report of the marine services rendered within County waters.

2. County Obligations

2.1. The Pierce County Sheriff consents the exercise of police powers by the Gig Harbor Police Department in unincorporated Pierce County within the marine jurisdiction of Gig Harbor.

2.2 Work cooperatively with the City whenever possible in effecting the strategies of the City in removing illegal buoys, derelict vessels and abandoned vessels.

2.3 The County designates and authorizes the City to act as the "authorized public entity" on behalf of the County for purposes of Chapter 79.100 RCW in unincorporated Pierce County within the marine jurisdiction of Gig Harbor.

3. Supervision and Personnel

3.1. The parties to this Agreement agree that the City is acting as an independent contractor and controls all marine patrol personnel, including standards of performance, discipline.

3.2. All persons rendering marine patrol services under this Agreement shall be for all purposes employees of the City.



1 **4. Compensation**

2 4.1. Marine Services. The County shall pay the City as compensation for
3 marine services rendered under this agreement an amount not to exceed \$4,000.00
4 annually.

5
6 **5. Indemnification**

7 5.1. In executing this agreement, the City does not assume liability or
8 responsibility for or in any way release the County from any liability or responsibility
9 which arises in whole or in part from the existence, validity or effect of county
10 ordinances, rules or regulations. If any such cause, claim, suit, action or administrative
11 proceeding is commenced, the County shall defend the same at its sole expense and if
12 judgment is entered or damages are awarded against the County, the City, or both, the
13 County shall satisfy the same, including all chargeable costs and attorney's fees.

14 5.2. The City shall indemnify and hold harmless the County and its officers,
15 agents, and employees, or any of them, from and against any and all claims, actions,
16 suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are
17 caused by or result from a negligent act or omission of the City, its officers, agents, and
18 employees in performing services pursuant to this agreement.

19 5.3. In the event that any suit based upon such a claim, action, loss, or
20 damage is brought against the County or the County and the City, the City shall defend
21 the same at its sole cost and expense; and if final judgment be rendered against the
22 County and its officers, agents, and employees or jointly against the County and the
23 City and their respective officers, agents, and employees, the City shall satisfy the
24 same.

25 5.4. The County shall indemnify and hold harmless the City and its officers,
26 agents, and employees, or any of them, from and against any and all claims, actions,
27 suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are
28 caused by or result from a negligent act or omission of the County, its officers, agents,
29 and employees in performing services pursuant to this agreement.

30 5.5. In the event that any suit based upon such a claim, action, loss, or
31 damage is brought against the City or the County and the City, the County shall defend
32 the same at its sole cost and expense; and if final judgment be rendered against the
33 City, and its officers, agents, and employees or jointly against the City and the County
34 and their respective officers, agents, and employees the County shall satisfy the same.

35
36 **6. Duration**

37 6.1. This agreement is effective upon authorization and signature by both
38 parties. The contract period shall be one year and may be extended for additional one
39 year periods upon agreement of the parties.

40
41 **7. Termination Process**

42 7.1. Either party may initiate a process to terminate this agreement as follows:

43 7.2. The party desiring to terminate the agreement shall provide thirty days (30
44 days) written notice to other party.



8. **General Provisions**

8.1. This Agreement supersedes any prior contract between the City and the County relating to marine services relating to buoy or derelict and abandoned vessel removal. It is intended to express the entire agreement between the parties.

8.2. This Agreement may be amended by mutual written agreement of the parties.

8.3. No waiver by any party of any term or condition of this Agreement shall be deemed or construed waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or a different provision of this Agreement.

8.4. This Agreement shall be administered by the Gig Harbor Chief of Police or designee and by the Pierce County Sheriff or designee. Each party shall notify the other of its designee, or at any time thereafter of a change in designee.

IN WITNESS WHEREOF the parties have executed this Agreement.

CITY OF GIG HARBOR

PIERCE COUNTY

Approved:

Approved:

Chuck Hunter date
Mayor

Pat McCarthy date
Pierce County Executive

Approved:

Approved:

Mike Davis date
Chief of Police

Paul Pastor date
Pierce County Sheriff

Approved:

Mark Maenhout date
Director of Risk Management

Approved as to form only:

Approved as to form only:

City Attorney date

Deputy Prosecuting Attorney date

