

Gig Harbor City Council Meeting

**December 13, 2010
5:30 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, December 13, 2010 – 5:30 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of November 22, 2010.
2. Liquor License Action: a) Application – JW Restaurant LLC.
3. Appointment to Civil Service Commission.
4. Appointment to Arts Commission.
5. Renewal of Radio System Use Agreement.
6. Interagency Agreement with Washington State Arts Commission.
7. Shorecrest Sewer System Sewer Rate and Connection Charge Analysis - Consultant Services Contract / Peninsula Financial Consulting.
8. Wetland Delineation Contract – Wilkinson Farm Park.
9. Wetland Delineation Contract - Twawelkax Trail.
10. Resolution – Fee Schedule Update.
11. Resolution – Surplus Equipment.
12. Resolution – Amendments to Flexible Spending Plan.
13. Amendment No. 1 to Grant Agreement – Department of Ecology.
14. Department of Commerce Economic Development Grant Agreement.
15. Lobbying Services Contract Extension.
16. Legislative Agenda Amendments.
17. Amendment to Eddon Boatyard Lease Agreement – GH Boatshop.
18. Transportation Improvement Board Grant Award – Rosedale St / Cushman Trail to Skansie Ave.
19. Approval of Payment of Bills for November 22, 2010: Checks #65095 through #65211 in the amount of \$967,317.34.
20. Approval of Payroll for the Month of November: Checks #5786 through #5808 in the amount of \$311,811.72.

PRESENTATIONS:

1. Swearing In Ceremony: Officer Carson Abell and Reserve Officer Lynn Mock.
2. DUI Task Force Award – Officer Raquel Brunson.
3. Certified Emergency Manager Designation - Recognizing Dick Bower, Building / Fire Safety Director.
4. Permit Portal Dashboard Presentation.
5. Design Review Board – Green First. (Darren Filand & Rick Gagliano).

OLD BUSINESS:

1. Second Reading of Ordinance – Temporary Signs in C-1 Zoning District / Sign Area
2. Public Hearing – Maritime Pier Parking Lot and Pier Conceptual Design.

NEW BUSINESS:

1. Approval of Planning Commission Work Program.
2. Public Hearing and Resolution – Six Year Transportation Improvement Program (TIP).

STAFF REPORT:

1. Fire Inspection Update.
2. PEP-C Map Your Neighborhood Program.

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Finance / Safety Committee – Mon. Dec 20th at 4:00 p.m.
2. No Council Meeting on December 27th.

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – NOVEMBER 22, 2010

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

CALL TO ORDER: 5:35 p.m.

PLEDGE OF ALLEGIANCE:

Mayor Hunter announced that several items on the agenda had been postponed to December 13th due to the inclement weather conditions.

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.

Councilmember Malich asked to move Consent Agenda Item No. 11 to New Business for further discussion.

MOTION: Move to approve the Consent Agenda as amended.
Kadzik / Ekberg - unanimously approved.

OLD BUSINESS:

1. Final Public Hearing and Second Reading of Ordinance – 2011 Budget. Finance Director David Rodenbach explained that there are no changes in the budget since the last reading.

Councilmember Franich asked to amend the budget to add pedestrian lighting at the Cushman Trail crossing on Rosedale for safety reasons. David Rodenbach said that if

the cost isn't too much, there are funds available and it wouldn't require an amendment.

MOTION: Move to add an objective to the Street fund for pedestrian lighting at the Cushman Trail crossing on Rosedale.
Franich / Malich -

After discussion on objectives that had been cut from the budget that might take precedence, and whether this action could be taken by simply directing staff to install the lighting, Councilmember Ekberg offered an alternative motion.

ALTERNATIVE MOTION: Move to bring this objective to the Operations and Public Projects Committee for further discussion before adding it as an objective.
Ekberg / Kadzik - unanimously approved.

The public hearing opened at 5:50 p.m. There were no comments and the public hearing closed.

MOTION: Move to adopt Ordinance 1201 adopting the 2011 Budget.
Payne / Malich - unanimously approved.

2. Second Reading of Ordinance – 2010 Budget Amendments. David Rodenbach presented the background information for this budget amendment.

MOTION: Move to adopt Ordinance 1202 amending the 2010 Budget.
Kadzik / Payne - unanimously approved.

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – Temporary Signs in C-1 Zoning District / Sign Area 2. Planning Director Tom Dolan gave an overview for this ordinance that will replace the interim ordinance adopted to allow the Gig Harbor History Museum to hang temporary banners. He addressed Council questions.

The public hearing opened at 6:00 p.m. No one came forward to speak and the public hearing closed. This will return for a second reading at the next meeting.

2. Fishermen's Pier Redevelopment - Contract Amendment No. 1. Councilmember Malich voiced concern with language in Exhibit A regarding document ownership being retained by the contractor. City Attorney Scott Snyder responded that this is standard agreement language and this concern is clearly addressed in paragraphs 10 and 18 of the original contract; the controlling document.

Mayor Hunter then said that he is concerned that the process is being turned upside down by the proposal to place the restrooms adjacent to The Tides. He said the

directive was to construct a parking lot as quickly as possible while taking future facilities into consideration. He questioned who would be responsible for taking care of the restrooms that would be used by patrons of the tavern and whether the city should be designing an entry for the Tides.

Councilmembers discussed placement of the restrooms and whether it makes sense to determine the feasibility of co-locating since Mr. Stanley has offered to pay for it. After further discussion a motion was offered.

MOTION: Move to authorize the Mayor to sign the contract.
Kadzik / Ekberg – unanimously approved.

STAFF REPORT:

1. Derelict Boats. Chief Mike Davis presented the background for this Interlocal Agreement with Pierce County that would allow the city, over time, to proactively address buoys and derelict boats on the county side of the harbor. Staff answered questions on the process and explained that Pierce County is considering the agreement on November 30th asking if there are any concerns with the Interlocal. After discussion, Staff was asked to see if Pierce County has any ordinances that would extend the time limits for anchored vessels cited in State Law.

2. City Administrator Rob Karlinsey reported on the following:

- The Holiday Tree didn't arrive today due to the inclement weather. It will come next Monday, and the Lighting Festival is scheduled for December 4th.
- City Crew is working on clearing the snow and ice today and will continue into the night. The snow route policy is posted on the city's website.
- Review the Agenda Bill on the Maritime Pier; stakeholders will be engaged in a meeting on December 1st where several things that will be addressed:
 - a. There is no funding to construct a pier.
 - b. Maximize the over water coverage for permitting purposes.
 - c. The need for a balanced approach to the pier that considers a broad use.
 - d. Timing – permitting needs to be complete before the shoreline regulations change.

He said that Council will be asked to give staff direction on how to proceed at the December 13th meeting.

Mayor Hunter asked if Council was willing to subsidize a fuel dock. Councilmembers Ekberg and Kadzik agreed that the stakeholders' meetings should continue, but there is a need for public parking and we should not lose track of that goal.

Councilmember Malich disagreed, saying the people want a fuel dock and pier and that should be the priority; not a parking lot. He said the city should be using the budgeted money to design the pier rather than building a parking lot.

Councilmember Payne said that the improvements to the uplands can move forward while discussions on the pier continue. He said that we should move forward with permitting the largest over-water pier possible and then design it later.

Councilmember Ekberg stressed that this is not just a parking lot; it also provides public access to the waterfront.

Councilmember Conan brought up the remarks made by the business owners and citizens over the years about the lack of parking downtown. He said we should build the parking lot now and design the pier when money becomes available.

After further discussion about designing the pier, Mr. Karlinsey stressed that you don't need a fully design pier in order to apply for the permits. He said that the intent is for a vote on December 13th.

Councilmember Kadzik said that he needed to leave the meeting at this time – 6:42 p.m.

3. Planning Director Tom Dolan announced that the current Hearing Examiner is retiring and asked for direction from Council on whether we could expand the Request for Proposals to non-attorneys. After discussion, Council directed staff to open the RFP to non-attorneys if they could demonstrate sufficient qualifications.

PUBLIC COMMENT:

Gary Glein – 3519 Harborview Dr. Mr. Glein first clarified that he isn't suggesting multiple meetings for a pier design. He said that this is a spectacular site and including the stakeholders in future design is a good idea, as they weren't involved early on. Mr. Glein explained that no one has suggested holding off on the parking lot, just to get enough input so that future uses aren't precluded. He concluded by saying that an Ad Hoc Committee is not necessary.

MAYOR'S REPORT / COUNCIL COMMENTS:

Councilmember Malich asked that staff make provisions for the Lighted Boat Parade to make sure the outfall project doesn't interfere with the event.

Councilmember Franich addressed the Fishermen's Pier by saying he is in favor of moving forward with the maximum allowed over-water permits, adding that he would like to use some of the money allocated for design and construction of a parking lot to go towards the design of a pier. He said he supports involving the stakeholders, but cautioned that discussions that happen outside the public hearing process can lead to expectations that are hard to back out of. He said that he supports a parking facility and a pier design that facilitates more than just one use. He stressed that Gig Harbor's heritage is of a Maritime/Fishing Village which needs to be honored. He then asked if

staff could put up poles at the location of the proposed restroom to demonstrate if the location will block the view.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Civic Center closed Thu and Fri Nov 25th and 26th for Thanksgiving Holiday.
2. Holiday Tree Lighting – Saturday, December 4th.

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

MOTION: Move to adjourn to Executive Session at 7:00 p.m. not to exceed fifteen minutes.

Young / Malich – unanimously approved.

MOTION: Move to return to regular session at 7:16 p.m.

Conan / Young – unanimously approved.

MOTION: Move to direct the Mayor and City Administrator to appeal the Boundary Review Board decision to create the Flood Control District.

Ekberg / Payne – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 7:18 p.m.

Conan / Malich – unanimously approved.

CD recorder utilized: Tracks 1002 – 1018

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

NOTICE OF LIQUOR LICENSE APPLICATION



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: 11/17/10

TO: MOLLY TOWSLEE, CITY CLERK
RE: NEW APPLICATION

UBI: 603-059-345-001-0001

License: 402061 - 1U County: 27
Tradename: JW
Loc Addr: 4107 HARBORVIEW DR WA 98332-1080
GIG HARBOR
Mail Addr: 9964 FAIRVIEW LAKE RD SW
PORT ORCHARD WA 98367-9213
Phone No.: 360-874-0776 KAREN WINNIFORD

APPLICANTS:

JW RESTAURANT, LLC
WINNIFORD, JOSEPH AMARO
1956-04-01
WINNIFORD, KAREN ANN
1946-11-07
WINNIFORD, JASON
1979-02-25

Privileges Applied For:
TAVERN - BEER/WINE

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: APPOINTMENT TO CIVIL SERVICE COMMISSION

Proposed Council Action:

A motion to confirm the appointment of Cindy Reed to serve the remainder of a six-year term on the Civil Service Commission.

Dept. Origin: Administration

Prepared by: Molly Towslee, City Clerk *mt*

For Agenda of: December 13, 2010

Exhibits: Letters of Interest

Initial & Date

Concurred by Mayor: CLH 12/6/10

Approved by City Administrator: POK

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head: _____

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

The passing of Bill Owel left an opening on our Civil Service Board. We advertised and received one application from Cindy Reed.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

The Committee members concur with the recommendation to appoint Ms. Reed.

RECOMMENDATION / MOTION

Move to: A motion to appointment of Cindy Reed to serve the remainder of the six-year term ending January 2015.



**Subject: APPOINTMENT TO GIG HARBOR
ARTS COMMISSION**

Proposed Council Action:

A motion to appoint Martha Reisdorf to complete the term ending March 31, 2011.

Dept. Origin: Administration

Prepared by: Molly Towslee, City Clerk *MT*

For Agenda of: December 13, 2010

Exhibits:

Initial & Date

Concurred by Mayor: CLH 12/6/10

Approved by City Administrator: PK

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

In September, a member of the Gig Harbor Arts Commission resigned, leaving a vacancy. An ad was placed on the web and in the paper resulting in one applicant, Martha Reisdorf.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

The Committee members concur with the recommendation for appointment of Ms. Reisdorf.

RECOMMENDATION / MOTION

Move to: A motion to appoint Martha Reisdorf to complete the vacated term ending March 31, 2011.



Business of the City Council
City of Gig Harbor, WA

Subject: Renewal of the Radio System Use Agreement with Pierce County Department of Emergency Management

Proposed Council Action:

Move to approve the Renewal for the Radio System Use Agreement with Pierce County

Dept. Origin: Administration

Prepared by: Rob Karlinsey, City Administrator

For Agenda of: December 13, 2010

Exhibits: Communications Renewal Agreement

	Initial & Date
Concurred by Mayor:	<u>CLH 12/8/10</u>
Approved by City Administrator:	<u>ROK</u>
Approved as to form by City Atty:	_____
Approved by Finance Director:	_____
Approved by Department Head:	_____

Expenditure Required	\$4,930	Amount Budgeted	\$4,930	Appropriation Required	\$0
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INFORMATION/BACKGROUND

The city's VHF radio system belongs to Pierce County. The attached agreement is a renewal for the agreement allowing Pierce County DEM to directly charge and collect the radio system user fee from contract cities.

FISCAL CONSIDERATION

The \$4,930.00 was anticipated and budgeted for in 2011.

RECOMMENDATIONS

Move to approve the Renewal for the Radio System Use Agreement with Pierce County



E-911 / Radio Communications Division
2501 South 35th Street Suite D
Tacoma, Washington 98409-7405
(253) 798-7011 • FAX (253) 798-3307

Tim Lenk
Program Manager

November 12, 2010

City of Gig Harbor
Mr. Rob Karlinsey
3510 Grandview St
Gig Harbor, WA 98335

RECEIVED
NOV 29 2010
CITY OF GIG HARBOR

Dear Rob,

RE: Dispatch 'calls for service' use of Pierce County Radio System RENEWAL AGREEMENT

Enclosed please find two (2) originals of the renewal agreement for use of the Pierce County Radio system for the year 2011.

Prior to 2010, this was a pass-through billing from LESA on their dispatch agreement with your City. In an attempt to have contracts and billings appropriately aligned, LESA no longer receives this charge from Pierce County to pass-through to their dispatch Cities.

Pierce County Radio use 'calls for service' is required for dispatch services with LESA and the billing now comes from Pierce County directly to the Cities, as it did in 2010.

Once your appropriate signatures are obtained, please mail both originals to the above address to Ellie's attention. Once we complete Pierce County signatures, a final set will be returned to you.

Please do not hesitate to call for any concerns at all.

Respectfully,

Tim Lenk
E-911 / Radio Communications Manager 253 798-7011

Ellie Robertson
DEM Accountant 253 798-3613

Enclosure
TL:er

**Renewal - Radio System Use Agreement
City of Gig Harbor and Pierce County**

THE AGREEMENT signed for 2010 by Pierce County and City of Gig Harbor, is hereby amended to change paragraphs 2 and 3 to renew for 2011.

This Agreement continues in its entirety, except substituting the following paragraphs:

2. Term – The term of this agreement shall commence on the first day of January, 2011 and terminate on the 31st day of December, 2011. This agreement may be renewed for an additional five (5) year term subject to the negotiation of a use charge schedule by the parties.

3. Use Charges – City shall pay County an annual use charge in accordance with the following schedule for the City’s use of the Radio system, except as authorized under paragraph 7 and 8 hereof. Payments shall be due and payable on the first day of each period below stated for the use of the Radio System.

1/1/2011 – 12/31/2011 \$4,930.00.

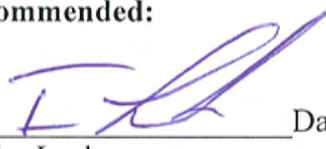
IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of ____, 20__.

PIERCE COUNTY

CITY OF GIG HARBOR

Recommended:

Recommended:

By  Date 11/19/2010
Tim Lenk
E911/Radio Communications Manager

By  Date 12/2/10

Approved as to legal form only:

Approved as to legal form only:

By _____ Date _____
Prosecuting Attorney

By _____ Date _____
City Attorney

Recommended:

By _____ Date _____
Budget and Finance

Approved:

Approved:

By _____ Date _____
Steven C. Bailey
DEM Director

By _____ Date _____



Subject: Interagency Agreement with the Washington State Arts Commission (WSAC) for Public Art.

Proposed Council Action: Approve and authorize the Mayor to execute the Interagency Agreement with the WSAC for a state-funded Public Art Stewardship Project in the amount of \$44,000.00.

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton *LS*
Special Projects

For Agenda of: December 13, 2010

Exhibits: Agreement and Letter

Concurred by Mayor:	Initial & Date <i>CLT 12/14</i>
Approved by City Administrator:	<i>RJK 12/16/10</i>
Approved as to form by City Atty:	<i>by email</i>
Approved by Finance Director:	<i>[Signature] 12-5-10</i>
Approved by Department Head:	_____

Expenditure	Amount	Appropriation
Required \$ n/a	Budgeted \$ n/a	Required \$ n/a

INFORMATION / BACKGROUND

The Washington State Arts Commission manages the "percent-for-art" program for the State. The Womens Correction Center in Purdy recently completed a Health Facility that generated \$44,000 to be invested in a public art project. WSAC reviewed the City's Arts Commission activities and determined that Gig Harbor would be an appropriate partner in their Public Art Stewardship Project.

Alice Taylor, Program Manager for WSAC will facilitate the program. City staff will to identify a broad 5 to 7 member-group for the work. The make-up of the committee is expected to be:

- Arts Commissioner (1)
- Community Members (1 to 3)
- Councilmember (1 if possible)
- City Staff (1)
- Artist (1)

This committee would narrow the scope to a **location and general theme**. The same committee would jury in the proposals from the State's roster of national artists. The work can be indoor or outdoor art. Funds would be managed, reviewed and disbursed directly through the state. The process will require 6 to 7 meetings beginning in January. The entire process is expected to take up to one year.

FISCAL CONSIDERATION

WSAC will expend funds directly to the selected artist(s).

BOARD OR COMMITTEE RECOMMENDATION

The Gig Harbor Arts Commission supports the placement of Public Art.

RECOMMENDATION / MOTION

Move to: Approve and authorize the Interagency Agreement with the Washington State Arts Commission for a Public Art placement that will not exceed the state's \$44,000.00 project award.

INTERAGENCY AGREEMENT
FOR THE ADMINISTRATION AND MANAGEMENT OF THE STATE ART COLLECTION
BETWEEN THE
WASHINGTON STATE ARTS COMMISSION
AND
City of Gig Harbor

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DEFINITIONS

The following definitions are used in this AGREEMENT:

“ADDENDUM” shall mean a binding agreement between ARTS COMMISSION, AGENCY, and ARTIST contracted to create a WORK that further obligates the AGENCY beyond the standard terms of this AGREEMENT.

“AGENCY” shall mean any public entity where WORK acquired for the STATE ART COLLECTION is commissioned and/or sited.

“AGENCY ART COMMITTEE” shall mean an advisory committee that works with the ARTS COMMISSION to develop plans and overarching project specifications. The AGENCY ART COMMITTEE shall be appointed by the AGENCY at the request of the ARTS COMMISSION

and may consist of members representing AGENCY administration, artists or art professionals, community members, and building users. The AGENCY should strive to appoint a committee that is balanced by gender, ethnically diverse, and representative of the constituencies of the AGENCY. The ARTS COMMISSION may recommend representatives to the AGENCY ART COMMITTEE.

“AGREEMENT” shall mean this interagency agreement in its whole.

“AMENDMENT” shall mean an agreement that changes the CONTRACT between the ARTS COMMISSION and the ARTIST.

“ARTIST” shall mean that individual, firm, provider, organization, or other entity creating a WORK sited at the AGENCY.

“ARTS COMMISSION” shall mean the Washington State Arts Commission, of the state of Washington, any division, section, office, unit, or other entity of the agency, or any of the officers or other officials lawfully representing that agency.

“ART SELECTION COMMITTEE” shall mean a decision-making panel appointed by the AGENCY, in consultation with the ARTS COMMISSION, to review, recommend, and select artists for projects according to AGENCY ART COMMITTEE specifications. Panels may vary in size and will be comprised of representatives of the AGENCY, members of the local community, and at least one professional artist. The AGENCY should strive to appoint a panel that is balanced by gender, ethnically diverse, and representative of the constituencies of the AGENCY.

“CONSERVATION” shall mean those extraordinary activities required to repair a malfunctioning or damaged WORK and to the treatment undertaken to bring a WORK to a stable condition so that future ROUTINE and SPECIAL ROUTINE MAINTENANCE can be effective. CONSERVATION may also include examination and documentation of the WORK.

“CONTRACT(S)” shall mean the signed contract(s) between the ARTS COMMISSION and the ARTIST.

“RESTORATION” shall mean those extraordinary activities required to repair a malfunctioning or damaged WORK, including treatment that returns the WORK to a known or assumed state, often through the addition of non-original material.

“ROUTINE MAINTENANCE” shall mean regular scheduled activities required to keep a WORK in clean, presentable, and working condition, including but not limited to surface dusting, removal of debris, cleaning of glass, oiling of moving parts, removal of debris, and/or landscape maintenance.

“SPECIAL ROUTINE MAINTENANCE” shall mean anticipated but infrequent activities required to maintain structural aspects of the WORK, including integrity of the overall surface and/or individual elements. SPECIAL ROUTINE MAINTENANCE typically involves non-art specific skills, including but not limited to application of paint and/or sealant and mortar replacement.

“STATE ART COLLECTION” shall mean artwork acquired by the state through RCW 43.17.210,

43.19.455, 28A.335.210, and 28B.10.025.

“STEWARDSHIP” shall mean the responsible management of WORK(S) entrusted to one’s care.

PURPOSE OF AGREEMENT

THIS AGREEMENT is made and entered into by and between the Washington State Arts Commission, hereinafter referred to as the “ARTS COMMISSION,” and **City of Gig Harbor**, hereinafter referred to as the “AGENCY.”

WHEREAS the ARTS COMMISSION recognizes the best practices of professional administration of and local involvement with the STATE ART COLLECTION; the desire to place and retain WORKS with the AGENCY whose local committee developed site-responsive criteria; that STEWARDSHIP is essential in the long-term care of the state’s cultural assets; and copyright law dictates that the original intent of the ARTIST(S) be maintained.

It is the purpose of this agreement to outline responsibilities of the parties as they relate to the acquisition, copyright, and STEWARDSHIP including but not limited to material changes, site changes, and maintenance of WORK(S) placed within the jurisdiction of the AGENCY and held in the STATE ART COLLECTION, a collection of WORKS owned by the State of Washington and administered and managed by the ARTS COMMISSION.

The ARTS COMMISSION has the responsibility to develop, administer and operate the STATE ART COLLECTION pursuant to Chapter 43.17.200 RCW, 43.17.205 RCW, 43.17.210 RCW, 43.19.455 RCS, 43.46.090 RCW, 43.46.095 RCW under which all state agencies, universities, colleges, and public schools shall allocate ½ of 1% of the appropriation for original construction, and for universities and colleges to include major renovation or remodeling in excess of two hundred thousand dollars (\$200,000), for the acquisition of WORK(S).

The ARTS COMMISSION and the AGENCY, for the consideration, covenants, and conditions hereinafter set forth, do agree as follows:

A. STEWARDSHIP OF WORK(S) including surrounding environment

The ARTS COMMISSION does hereby agree to accept the following responsibilities and to perform the following services related to STEWARDSHIP of WORK(S) held in the STATE ART COLLECTION:

1. Be responsible for all STEWARDSHIP decisions regarding the WORK, including but not limited to, providing AGENCY with specifications for ROUTINE and SPECIAL ROUTINE MAINTENANCE and determining actions related to inventory, loan, relocation, storage, CONSERVATION, records management, deaccession from STATE ART COLLECTION, and disposition of WORKS;
2. Upon completion of WORK, provide information about the WORK to the AGENCY, including maintenance and technical specifications, and an artist’s statement intended to facilitate understanding of the WORK by members of the public;
3. Be responsible for all necessary CONSERVATION and RESTORATION of the WORK, contingent upon receipt of adequate funding for this purpose;

4. Be responsible for consulting with the ARTIST as deemed necessary, or as required by the CONTRACT, prior to relocation, CONSERVATION, RESTORATION, and/or other treatment or disposition of the WORK;
5. Consider AGENCY requests to alter, modify, or change the site surrounding the WORK, the WORK itself, and/or the location of the WORK and to exercise its discretion in granting or withholding consent for those requests; and
6. Report assets held in STATE ART COLLECTION in compliance with State auditing and reporting requirements.

The AGENCY does hereby agree to the following conditions for STEWARDSHIP of WORK(S) held in the STATE ART COLLECTION:

1. Upon installation of the WORK and acceptance by the ARTS COMMISSION in consultation by the AGENCY, use best efforts to protect the WORK against loss, theft, mutilation, vandalism, or other damage;
2. To immediately notify the ARTS COMMISSION if the WORK, or the identification plaque for the WORK, is lost, stolen, mutilated, vandalized, or damaged and to promptly file police reports or property loss reports, as appropriate;
3. Provide ROUTINE and SPECIAL ROUTINE MAINTENANCE for the WORK in accordance with the specifications provided by the ARTS COMMISSION;
4. To host an appropriate site, as approved by the ARTS COMMISSION, for the WORK during the life of the WORK. Prior to approved site being withdrawn due to demolition, program changes or other space-related reasons, propose in writing to the ARTS COMMISSION, for its prior approval, a new site within the AGENCY, detailing the reason, documenting the newly proposed location, timeline, and proposed method of removal, proposed temporary storage, and reinstallation of the WORK;
5. Propose in writing to the ARTS COMMISSION, for its prior approval, any temporary relocation due to safety considerations, detailing the reason, timeline, and proposed method for storage and reinstallation of the WORK;
6. Participate in the ARTS COMMISSION'S regular condition and location survey or inventory of WORK(S);
7. To not alter, modify, or change the WORK, or the site surrounding the WORK if the site is considered integral to the WORK as agreed by the ARTIST, ARTS COMMISSION, and AGENCY in an ADDENDUM to the CONTRACT, and to not intentionally or negligently damage or destroy the WORK in any way whatsoever;

Alteration, modification, or changes to the WORK could result from any treatment that alters the appearance, surface or structure of the WORK including but not limited to application of new paint color, alteration of surface texture, and/or redesign of landscaping considered integral to the WORK and specified in an ADDENDUM to the CONTRACT. Those treatments and activities recommended in the technical and

maintenance specifications and other written recommendations provided to the AGENCY by the ARTS COMMISSION are not considered alteration, modification, or change.

- a. The AGENCY will be responsible for the expense incurred in restoring the WORK and/or site to its original form should the WORK, or site as relevant, be altered, modified, changed or intentionally or negligently damaged by the AGENCY. The method and procedure for RESTORATION of the WORK and/or site will be determined by the ARTS COMMISSION, in consultation with the AGENCY;
 - b. Should the WORK be altered, modified, or changed by the AGENCY without the ARTIST'S written consent negotiated by the ARTS COMMISSION, the ARTIST will have the option of requesting the removal of his/her name from the identification plaque, signature from the WORK, and/or identifying emblem from the WORK. The AGENCY will be responsible for the expense incurred in such removal;
 - c. The AGENCY will be responsible for the expense incurred in replacing the WORK should the WORK be destroyed by the AGENCY. Expense would include fair market value at time of destruction of the WORK and associated administrative, site preparation, delivery, and installation costs of WORK replacement as determined by the ARTS COMMISSION.
 - d. For the purpose of this AGREEMENT, no modification of the WORK that results from the passage of time, the inherent nature of the materials used in the WORK, or the WORK'S public presentation (including but not limited to lighting and placement), shall constitute a modification for which the ARTIST or the ARTS COMMISSION may claim relief or remedy from the AGENCY.
8. Display the identification plaque with the WORK, using the AGENCY'S best efforts to maintain such plaque in good repair against loss, theft, mutilation, vandalism, or other damage;
 9. Retain records related to the WORK provided by the ARTS COMMISSION, including but not limited to copies of all CONTRACTS, AGREEMENTS, AMENDMENTS, ADDENDUMS, technical and maintenance specifications, ARTIST'S statement about the WORK, and inventory forms.
 10. Make the WORK available to the ARTS COMMISSION and/or its representative for the purpose of examination, documentation, repair, CONSERVATION, and RESTORATION as determined necessary by the ARTS COMMISSION; and
 11. Make the WORK available for loan upon the ARTS COMMISSION'S request at no cost to the AGENCY unless negotiated through a signed agreement. All loan requests must be made directly to the ARTS COMMISSION, which has the sole discretion to negotiate loan terms for WORKS held in the STATE ART COLLECTION.

B. COPYRIGHT AND ARTWORK CREDIT

The ARTIST retains all rights under copyright law to which drawings, models, specifications, and the WORK may be subject.

The ARTS COMMISSION and the AGENCY shall have the right to present the WORK for purposes of public information, education, and exhibition.

- a. the right to permanently display the WORK;
- b. the right to make graphic reproductions of the WORK, including reproductions in all graphic media now known or later developed, digital or otherwise, and including the Internet and the World Wide Web;
- c. the right to display and distribute such reproductions at the ARTS COMMISSION, AGENCY, or other locations.

In presenting the WORK in the above ways and purposes, the ARTIST, the ARTS COMMISSION and the AGENCY shall be acknowledged in substantially the following form: "*Artwork Title, Artist Name, Year Completed, Medium/s, Washington State Arts Commission in partnership with City of Gig Harbor,*" and *optional artist statement*.

The AGENCY shall not identify or present graphic reproductions of the WORK, proposal, preliminary studies, model or installation documentation as the finished WORK.

If the AGENCY wishes to make reproductions of the WORK for commercial purposes, including, but not limited to, tee shirts, mugs, and note cards, the ARTS COMMISSION shall execute a separate agreement to address the terms of the license granted by the ARTIST and the royalty the ARTIST shall receive.

Any information releases or media announcements produced by the AGENCY or by a representative of the AGENCY concerning the WORK or the STATE ART COLLECTION will be submitted to the ARTS COMMISSION for approval prior to distribution.

C. ACQUISITION OF WORK

The ARTS COMMISSION does hereby agree to accept the following responsibilities and to perform the following services related to acquisition of WORK for the STATE ART COLLECTION:

1. Determine funds to be made available for art under RCW 43.17.210, 43.19.455, 28A.335.210 and 28B.10.025, in consultation with the AGENCY.
2. Manage funds made available for WORKS, in consultation with the AGENCY;
3. Designate projects and sites for WORKS, in consultation with the AGENCY;
4. Determine method(s) of selecting ARTISTS and/or WORKS;
5. Facilitate and manage selection of ARTISTS and/or WORKS, in consultation with the AGENCY;

6. Review design, conservation evaluation, maintenance requirements, budget, timeline, execution, fabrication, and installation of WORKS, in consultation with the AGENCY;
7. Issue and manage CONTRACTS, AMENDMENTS, and ADDENDUMS for acquisition of WORKS;
8. Provide copies of CONTRACTS, AMENDMENTS, ADDENDUMS and attachments, upon their execution, to the AGENCY for their records;
9. Provide an identification plaque for the WORK;
10. Upon installation of the WORK, be responsible for the determination of the ARTIST'S liability for faults or defects in the WORK per the terms of the CONTRACT.

The AGENCY does hereby agree to the following conditions related to the acquisition of WORKS for the STATE ART COLLECTION:

1. Appoint ART SELECTION COMMITTEE and/or AGENCY ART COMMITTEE in consultation with the ARTS COMMISSION and provide site opportunities and adequate personnel and time to plan for and conduct meetings related to the: selection of sites, selection of ARTISTS, selection of WORKS, review of design of WORKS, review of ROUTINE MAINTENANCE, review of SPECIAL ROUTINE MAINTENANCE, and final completion of WORKS with the ARTS COMMISSION;
2. ~~Require the architect to attend meetings, provide drawings, and perform the necessary work to incorporate the WORKS into the building and/or site, as agreed upon between the ARTIST, ARTS COMMISSION, and AGENCY, and pay architect for such services, as required;~~
3. Provide to the ARTIST and/or ARTS COMMISSION details of the building and/or site as needed for the design and/or installation of WORKS, including but not limited to architectural plans, elevations, and other relevant site specifications;
4. Submit proposals, decisions, and updated architectural plans, construction documents, and schedules affecting the site or the WORK, as necessary during proposal development, design, fabrication, and/or installation of the WORK, to the ARTS COMMISSION for review by the ARTS COMMISSION and the ARTIST;
5. If new construction, require the general contractor, as necessary, to coordinate integration of the WORK, including but not limited to lighting, attachments, and installation with the ARTIST;
6. If an ADDENDUM to the CONTRACT is generated, be responsible for AGENCY obligations, as specified and agreed to by the AGENCY. Such obligations may include but are not limited to lighting, landscaping, and preparation of the selected site, base, or footings. In the event that the AGENCY has agreed to prepare detailed plans and specifications for the WORK, the AGENCY shall provide the ARTS COMMISSION with such detailed plans or specifications for review by the ARTIST and ARTS COMMISSION. Detailed plans or specifications may include but are not limited to plans

and/or specifications for site preparation, landscaping, design, and/or placement of base, footing or other anchoring devices for the WORK, engineers drawings and calculations for technical installation of the WORK, lighting, etc.;

7. Provide the ARTS COMMISSION, ARTIST, and/or their representatives with access to the site to facilitate the fabrication and installation of the WORK;
8. Be responsible for planning and implementing, in consultation with the ARTIST, at least one public event relating to the WORK, such as a dedication ceremony, public presentation, or other educational outreach event; and
9. Write media and information releases announcing the ARTIST selection process, WORK proposal acceptance, installation, and public event. Provide releases to the ARTS COMMISSION for approval prior to distribution.

D. FUNDING AND REIMBURSEMENT

~~Funding is to be calculated as ½ of one percent of state funds applied to the original construction costs of any state building in the case of state agencies, colleges and universities, to any major renovation or remodel exceeding \$200,000 in the case of colleges and universities, and to the total moneys appropriated for state assistance to school districts in the case of public schools. Original construction cost is calculated as total construction cost, including architectural and engineering fees, equipment and maximum allowable construction cost (WAC 30-40-050).~~

- ~~• For State Agencies – The AGENCY shall notify the ARTS COMMISSION of the amount of formula-generated art funding for WORK(S) in compliance with RCW 43.17.200. The AGENCY shall reimburse the total amount of the formula-generated art funding to the ARTS COMMISSION for acquisition of WORKS for the STATE ART COLLECTION, not to exceed the amount authorized by law. The ARTS COMMISSION may designate a portion of the total amount to be used for administrative expenses and CONSERVATION of WORKS consistent with RCW 43.17.200. The ARTS COMMISSION shall submit invoices to the AGENCY for reimbursement in compliance with RCW 43.17.205. Payment to the ARTS COMMISSION will be made by warrant or account transfer by the AGENCY within 30 days of receipt of the invoice.~~
- ~~• For Universities – The AGENCY (University of Washington, Washington State University, regional universities, or The Evergreen State College) shall notify the ARTS COMMISSION of the amount of formula-generated art funding for WORK(S) in compliance with RCW 28B.10.025. The AGENCY shall reimburse the total amount of the formula-generated art funding to the ARTS COMMISSION for acquisition of WORKS for the STATE ART COLLECTION, not to exceed the amount authorized by law. The ARTS COMMISSION may designate a portion of the total amount to be used for administrative expenses and CONSERVATION of WORKS consistent with RCW 28B.10.027. The ARTS COMMISSION shall submit invoices to the AGENCY for reimbursement. Payment to the ARTS COMMISSION will be made by warrant or account transfer by the AGENCY within 30 days of receipt of the invoice.~~
- ~~• For Community and Technical Colleges – The State Board of Community and Technical Colleges (SBCTC) shall notify the ARTS COMMISSION of the amount of~~

~~formula-generated art funding for WORK(S) in compliance with RCW 28B.10.025. The SBCTC shall reimburse the total amount of the formula-generated art funding to the ARTS COMMISSION for acquisition of WORKS for the STATE ART COLLECTION, not to exceed the amount authorized by law. The ARTS COMMISSION may designate a portion of the total amount to be used for administrative expenses and CONSERVATION of WORKS consistent with RCW 28B.10.027. The ARTS COMMISSION shall submit invoices to the SBCTC for reimbursement.~~

- ~~• For Public Schools—The Office of the Superintendent of Public Instruction (OSPI) shall notify the ARTS COMMISSION of the amount of formula-generated art funding for WORK(S) in compliance with RCW 28A.335.210. The OSPI shall reimburse the total amount of the formula-generated art funding to the ARTS COMMISSION for acquisition of WORKS for the STATE ART COLLECTION, not to exceed the amount authorized by law. The ARTS COMMISSION may designate a portion of the total amount to be used for administrative expenses and CONSERVATION of WORKS. The ARTS COMMISSION shall submit invoices to the OSPI for reimbursement.~~

E. CHANGES IN FUNDING

In the event that appropriations from state, federal, or other sources are withdrawn, reduced, or limited in any way after the effective date of this AGREEMENT, the ARTS COMMISSION has the sole discretion to determine if termination of CONTRACT(S) related to the WORK is necessary. Withdrawal, reduction or other limitation of available funds for acquisition and STEWARDSHIP of WORKS may result in discontinuation of proposal development, design, fabrication, installation, CONSERVATION, RESTORATION, and/or other activities related to the WORKS acquired and cared for under this AGREEMENT.

F. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this AGREEMENT shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

G. AGREEMENT ALTERATIONS AND AMENDMENTS

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

H. DISPUTES

In the event that a dispute arises under this AGREEMENT and it cannot be resolved by direct negotiation, it shall be determined by a Dispute Board in the following manner: Each party to this AGREEMENT shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, AGREEMENT terms and applicable statutes and rules and make a determination in the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330.

I. GOVERNANCE

This AGREEMENT is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this AGREEMENT

shall be construed to conform to those laws. Venue of any action brought hereunder shall be in Superior Court of Thurston County.

In the event of an inconsistency in the terms of this AGREEMENT, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules; and
- b. This AGREEMENT; and
- c. Any other provisions of the AGREEMENT, including materials incorporated by reference.

J. ASSIGNMENT

The work to be provided under this AGREEMENT, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

K. INDEMNIFICATION

The ARTS COMMISSION and AGENCY agree to be responsible for negligent acts or omissions of their own officers, employees, and agents in the performance of this agreement, including but not limited to site preparation, installation, placement, ROUTINE MAINTENANCE, SPECIAL ROUTINE MAINTENANCE, and disposition of the WORKS, and each agrees to indemnify and hold harmless the other against any and all claims, demands, or liabilities arising therefrom.

L. WAIVER

A failure by either party to exercise its rights under this AGREEMENT shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this AGREEMENT unless stated to be such in a writing signed by an authorized representative of the party and attached to the original AGREEMENT.

M. SEVERABILITY

The provisions of this CONTRACT are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the CONTRACT.

N. TERMINATION

This AGREEMENT may not be terminated, changed, modified, and/or amended unless by written agreement, executed by both parties and attached hereto. Termination of this AGREEMENT shall not release the AGENCY from the responsibilities outlined in the "Stewardship" section of this AGREEMENT for all WORKS of the STATE ART COLLECTION in the jurisdiction of the AGENCY.

O. TERM OF AGREEMENT AND SURVIVABILITY

All sections of this AGREEMENT with the exception of C. and D. shall remain in effect while any WORK of the State Art Collection is under the AGENCY's care/STEWARDSHIP.

P. ALL WRITINGS CONTAINED HEREIN

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

The date of execution of this AGREEMENT shall take effect upon signature by both parties.

Agreed to and signed by:

Washington State Arts Commission

City of Gig Harbor

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

Kris Tucker, Executive Director

NAME (please print)

NAME (please print)

DATE

TITLE

DATE

Approved as to form:
Assistant Attorney General
ORIGINAL SIGNATURE ON FILE
April 8, 2010



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

Subject: Resolution - Fee Schedule Update to Implement Engineering and Planning Permit & Copy Service Fees
Dept. Origin: Public Works / Engineering

Proposed Council Action: Approve a resolution amending Engineering and Planning Land Use permit and copy service fees.
Prepared by: Stephen Misiurak, City Engineer *[Signature]*

For Agenda of: December 13, 2010
Exhibits: Resolution

Concurred by Mayor: *[Signature]* Initial & Date *CLH 12/9/10*
Approved by City Administrator: *[Signature]*
Approved as to form by City Atty: *[Signature]* per email 12/8/10
Approved by Finance Director: *[Signature]* 12.8.10

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

This resolution is an annual update to the Community Development Fee Schedule for the Engineering Permit and Copy Service Fees. It also includes minor tweaks to select Planning Permit fees. It was last updated by Resolution No. 843 in September 2010, however only the Planning fees were updated. The Engineering Permit fees were last updated in November 2009 by Resolution No. 814.

In reviewing Engineering's fees for an annual update, there were some services being performed without charging a fee that require a great deal of staff time, or the fee was extremely low and not commensurate with actual time spent by staff.

The following fees were added and updated in Section J Engineering Fees as follows:

<i>Proposed New Fees & Fee Update</i>	<i>Proposed Amount</i>	<i>Page # in attached Resolution</i>
Actual or Projected Sewer Review (new)	\$1,300	Page 11
Building Review-Tenant Improvement w/Change in Use (new)	\$ 180	Page 11
Sewer Exception Review (currently \$250)	\$ 750	Page 11

Review of copier maintenance charges has resulted in lower copying fees. The standard is \$0.15 per copy for black and white copies up to 11 x 17. Color copies are \$.05. Due to the increase in requests for public records to be provided electronically we've added a fee for scanning documents that don't exist in electronic form. We will provide the first 50 copies of either hard copy or scanned documents without charge to avoid administrative costs for a small amount. In addition, we've added a \$1 charge to provide CDs for public records requests.

	<i>Current</i>	<i>Proposed (see page 9 of attached Resolution)</i>
Black & White	\$ 0.20 each	No charge for first 50 copies, then \$ 0.15 each
Color	\$ 0.30 each	No charge for first 50 copies, then \$ 0.20 each
Scanned Docs - Black & White	\$0	No charge for first 50 copies, then \$ 0.05 each

Scanned Docs - Color	\$0	No charge for first 50 copies, then \$ 0.10 each
Copy of existing CD or burning docs to CD	\$ 1.00	\$1.00 (include with other copy service fees in resolution)

Consent Agenda - 10
Page 2 of 25

In preparing to implement the permit processing amendments that become effective on January 1, 2011, the Planning Department discovered some errors and omissions in the text of the fee schedule that need correcting as well as the need to update the flood development fees to better reflect the actual process. The following changes are made to Section A Land Use Permit Fees:

<i>Proposed Updates</i>	<i>Proposed Amount</i>	<i>Page # in attached Resolution</i>
Correcting text errors and omissions	N/A	Page 3, 8
Separating Flood Plain Development Fees into a two-step fee system based on level of review required (currently a flat \$550 for all)	\$ 100 for initial determination, then an additional \$450.00 if elevation certificate required	Page 6

FISCAL CONSIDERATION

Actual permit fee revenue will be minimal and depend upon the amount of development activity.

BOARD OR COMMITTEE RECOMMENDATION None.

RECOMMENDATION/MOTION

Move to: Approve a resolution amending Engineering and Planning Land Use permit and copy service fees.

RESOLUTION NO.

A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON, WHICH ESTABLISHES FEES FOR COMMUNITY DEVELOPMENT LAND USE APPLICATIONS AND PERMITS, BUILDING PERMIT FEES, ENGINEERING FEES; AND COPY SERVICE FEES; REPEALING RESOLUTION NO. 843 AND ALL PREVIOUS RESOLUTIONS ESTABLISHING FEES FOR THE SAME PURPOSES; AND ESTABLISHING AN EFFECTIVE DATE OF JANUARY 1, 2011.

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

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

WHEREAS, the last update to the Land Use, Building Permit and Engineering fees was approved in September 27, 2010 in Resolution No. 843; and

WHEREAS, an increase in requests for public records to be provided electronically requires an update to Section G. Copy Services / Address Labels to reflect existing charges for 8-1/2" x 11", 8-1/2" x 14" black and white and color copies, to add a charge to scan documents into electronic format, and to provide CDs for public records requests.

WHEREAS, the City desires an update to Section J. Engineering Fees to charge applicants a new Engineering Permit Fee for the calculation of actual projected sewer use, and increase the fee for Sewer Exception Review from \$250 to \$750, which reflects fair and equitable staff review time; and

WHEREAS, the City desires an update to Section J. Engineering Fees to have applicants pay a new Engineering Permit Fee for the Building Review of a Tenant Improvement only when there is a change in use; and

WHEREAS, the City desires an update to Section A. Land Use Permit Application Fees to correct errors and omissions in the text of the fee schedule and to update the flood development fees to better reflect the permit process; and

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

WHEREAS, the proposed fee schedule adjustments are deemed necessary to maintain fair and equitable service and application fees; NOW, THEREFORE,

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

Section 1. The City Council hereby repeals Resolution No. 843 and adopts the Community Development Fee Schedule attached as Exhibit "A" and incorporated herein by this reference.

Section 2. Effective Date. This Resolution shall take effect on January 1, 2011.

PASSED by the City Council this 13th day of December, 2010.

APPROVED:

Charles L. Hunter, Mayor

ATTEST:

Molly Towslee, City Clerk

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

Exhibit "A"

CITY OF GIG HARBOR
COMMUNITY DEVELOPMENT
FEE SCHEDULE

A. LAND USE PERMIT APPLICATION FEES

When a development proposal involves two or more permits listed in 3 through 14 below being processed concurrently, the highest cost land use permit shall be charged the full fee and all other land use permits charged 50% of the applicable fee. Specified engineering fees, building/fire fees, third party review fees and the fees listed in 1 through 3 and 2, and 15 through 24 below are not subject to the 50% reduction. The fees below are paid at submittal of application and include public notice fees; see section F for required deposits and fees incurred during the review process.

- 1) Amendment to Comprehensive Plan**
 - a) Map Amendment \$3,550.00
 - b) Urban Growth Area Adjustment \$3,550.00
 - c) Text Amendment \$3,550.00

- 2) Amendments to Municipal Code**
 - a) Zoning District Boundary \$3,475.00
 - b) Text \$3,550.00
 - c) Height Restriction Area Amendment \$3,475.00

- 3) Conditional Use Permit**
 - a) Single-family / Accessory Dwelling Unit \$900.00
 - b) Nonresidential/Multiple-family in existing building \$1,450.00
 - c) New Nonresidential / Multiple-family Dev. \$3,500.00

*Above fees include \$130.00 for Building/Fire review

- 4) Variance/Interpretation**
 - a) Single-family Variance \$875.00
 - b) Non-Single-family Variance \$1,325.00
 - c) Administrative Variance \$525.00
 - d) Interpretation \$550.00

*Above variance fees include \$98.00 for Building/Fire review

- 5) Site Plan Review and Landscape Plans**
 - a) Major Site Plan Review
 - New use or building – Combined Total \$ 5,235.00
 - Planning \$ 3,400.00
 - Building/Fire \$ 260.00
 - Engineering \$ 1,100.00
 - Existing/approved site plan modifications/expansions – Combined Total \$ 4,630.00
 - Planning \$ 2,150.00
 - Building/Fire \$ 130.00
 - Engineering \$ 700.00
 - Modification of conditions of approval – Combined Total \$ 1,830.00
 - Planning \$ 1,250.00
 - Building/Fire \$ 130.00
 - Engineering \$ 450.00

Regional stormwater ponds – Combined Total	\$ 1,700.00
Planning	\$ 1,250.00
Engineering	\$ 450.00
b) Minor Site Plan Review	
Change in use	\$ 100.00
Site plan modifications or expansion – Combined Total	\$ 1,098.00
Planning	\$ 550.00
Building/Fire	\$ 98.00
Engineering	\$ 450.00
Demolition	\$ 100.00
c) Alternative Landscape Plan	\$ 550.00
6) Planned Residential District (PRD)	
(Exclusive of Subdivision fees)	
a) Preliminary PRD – Combined Total	\$ 3,900.00
Planning	\$ 3,250.00
Building/Fire	\$ 325.00
Engineering	\$ 325.00
b) Final PRD	\$ 1,100.00
c) Major PRD Amendment – Combined Total	\$ 1,930.00
Planning	\$ 1,100.00
Engineering	\$ 700.00
Building/Fire	\$ 130.00
d) Minor PRD Amendment – Combined Total	\$ 998.00
Planning	\$ 550.00
Building/Fire	\$ 98.00
Engineering	\$ 350.00
7) Planned Unit Development (PUD)	
(Exclusive of subdivision fees)	
a) Preliminary PUD – Combined Total	\$ 3,900.00
Planning	\$ 3,250.00
Building/Fire	\$ 325.00
Engineering	\$ 325.00
b) Final PUD	\$ 1,100.00
c) Major PUD Amendment – Combined Total	\$ 1,930.00
Planning	\$ 1,100.00
Building/Fire	\$ 130.00
Engineering	\$ 700.00
e) Minor PUD Amendment – Combined Total	\$ 998.00
Planning	\$ 550.00
Building/Fire	\$ 98.00
Engineering	\$ 350.00
8) Performance Based Height Exception	\$1,423.00
Planning	\$1,325.00
Building/Fire	\$ 98.00
9) Transfer of Density Credit Request	\$ 550.00

10) Subdivisions

a) Preliminary Plat – Combined Total		\$ 5,875.00 + \$ 55.00/lot
Planning	\$ 3,475.00 + \$ 55.00/lot	
Engineering	\$ 2,075.00	
Building/Fire	\$ 325.00	
b) Minor Preliminary Plat Revisions – Combined Total		\$1,648.00
Planning	\$ 1,100.00	
Building/Fire	\$ 98.00	
Engineering	\$ 450.00	
c) Final Plat – Combined Total		\$ 2,875.00 + \$ 55.00/per lot
Planning	\$ 1,250.00 + \$ 55.00/per lot	
Engineering	\$ 1,625.00	
d) Plat Alterations/Vacations – Combined Total		\$ 2,123.00
Planning	\$ 1,325.00	
Building/Fire	\$ 98.00	
Engineering	\$ 700.00	

11) Short Subdivisions and Boundary Line Adjustments

a) Preliminary Short Plat Approval – Combined Total		\$ 2,610.00
Planning	\$ 1,250.00	
Engineering	\$ 550.00	
Building/Fire	\$ 260.00	
b) Final Short Plat Approval – Combined Total		\$ 750.00
Planning	\$ 550.00	
Engineering	\$ 200.00	
c) Boundary Line Adjustment – Combined Total		\$ 773.00
Planning	\$ 550.00	
Engineering	\$ 125.00	
Building/Fire	\$ 98.00	

12) Binding Site Plans

a) Binding Site Plans – Combined Total		\$ 3,473.00
Planning	\$ 1,800.00	
Engineering	\$ 1,575.00	
Building/Fire	\$ 98.00	
b) Amendment/Modification/Vacation – Combined Total		\$ 765.00
Planning	\$ 700.00	
Building/Fire	\$ 65.00	

13) Shoreline Management Permits

a) Substantial Development (based upon actual costs or fair market value, whichever is higher)		
< \$10,000		\$ 1,325.00
> \$10,000 < \$100,000		\$ 2,400.00
> \$100,000 < \$500,000		\$ 3,475.00
> \$500,000 < \$1,000,000		\$ 5,650.00
> \$1,000,000		\$ 8,375.00
b) Variance		\$ 3,475.00
c) Conditional Use		\$ 3,475.00
d) Revision		\$ 1,325.00
e) Request for Exemption		\$ 575.00

14) Communications Facilities Application Review

a) General Application Review – Combined Total	\$ 840.00
Planning	\$ 775.00
Building/Fire	\$ 65.00
b) Special Exception	\$ 550.00
c) Conditional Use	\$ 3,475.00

15) Wetlands/Critical Areas Analysis

a) City staff review:	
Steep Slopes/Erosion Hazard/Landslide Hazard	\$ 550.00
Critical Habitat/Streams	\$ 550.00
Aquifer Recharge Hydrogeologic Report	\$ 550.00
Critical Areas Preliminary Site Investigation	\$ 550.00
Critical Areas Report/Mitigation Review	\$ 550.00
Reasonable Use Permit	\$ 1,625.00
Variance	\$ 1,625.00
Flood Plain Development Permit	\$ 550.00
i) Flood Hazard Permit	\$ 100.00
ii) Elevation Certificate Review	\$ 450.00
b) Third Party review:	
Critical areas analysis report	Actual Cost
Critical areas mitigation/monitoring report	Actual Cost

16) Design Review

a) Administrative Approval/DRB Recommendation/Exceptions:	
Nonresidential and Multifamily	
Up to 10,000 sq. ft. gross floor area (GFA)	\$ 90.00/each 1,000 sq. ft.
10,001-20,000 sq. ft. GFA	\$ 115.00/each 1,000 sq. ft.
>20,000 sq. ft. GFA	\$ 143.00/each 1,000 sq. ft.
Subdivision	\$ 650.00
Site plans with no buildings/GFA	\$ 650.00
Single-family/duplex dwelling	\$ 150.00
b) Administrative Review of Alternative Designs:	
Single-family/duplex dwelling	\$ 425.00 for first 2 alternatives requested + \$140.00 for each additional.
Tenant Improvement	\$ 700.00 for first 2 alternatives requested + \$275.00 for each additional.
c) Amendments to existing or approved plans/buildings:	
(Fees below are cumulative based on the type of revisions)	
Minor Adjustment to Hearing Examiner Decisions	\$700.00
Revisions to parking, landscaping, site amenities, subdivision	\$ 350.00
Revisions to existing or approved building	25% of fees required by 16a above based on the GFA of the building being revised with a minimum of \$350.00 for each building revised
Revisions to single-family/duplex dwelling	\$ 75.00

17) Sign Permits

a) All signs less than 25 sq. ft.	\$ 45.00
b) Change of Sign, all sizes	\$ 45.00
c) Request for Variance	\$ 550.00
d) Projecting	\$ 75.00
e) Wall Sign, non-illuminated:	
25-50 sq. ft.	\$ 75.00
51-99 sq. ft.	\$ 100.00
>100 sq. ft.	\$ 120.00
f) Wall Sign, illuminated:	
25-50 sq. ft.	\$ 90.00
51-99 sq. ft.	\$ 110.00
>100 sq. ft.	\$ 130.00
g) Ground Sign, non-illuminated:	
25-50 sq. ft.	\$ 110.00
51-100 sq. ft.	\$ 130.00
h) Ground Sign, illuminated:	
25-50 q. ft.	\$ 130.00
51-100 sq. ft.	\$ 155.00
i) Master Sign Plan Review (per Building)	
1 - 5 Tenants	\$ 110.00
6 - 12 Tenants	\$ 165.00
13+ Tenants	\$ 220.00

18) Development Agreements

a) Development Agreements – Combined Total	\$ 1,800.00+ City Attorney fees
Planning	\$ 1,300.00+ City Attorney fees
Engineering	\$ 500.00
b) Development Agreements which include deviations from development standards other than extending the approval duration or phasing of projects	
Combined Total	\$ 6,830.00+ City Attorney fees
Planning	\$ 5,200.00+ City Attorney fees
Engineering	\$ 1,500.00
Building/Fire	\$ 130.00

19) Special Use Permit

Planning	\$ 55.00	\$ 120.00
Building/Fire	\$ 65.00	

20) Temporary Use Permit

Planning	\$ 55.00	\$ 120.00
Building/Fire	\$ 65.00	

21) Land Clearing Permit

\$ 275.00

22) Nonconforming Use and Structure Review

a) Nonconforming use review	\$ 700.00
b) Changes from one nonconforming use to another	\$ 1,325.00
c) Nonconforming structure review	\$ 700.00

23) Historic Preservation

a) Local Register Nomination/Removal	\$ 110.00
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- b) Certificate of Appropriateness/Waiver \$ 110.00
- c) Special Property Tax Valuation \$ 110.00

24) Appeals/Reconsideration

- a) To the Hearing Examiner:
 - Reconsideration \$ 165.00
 - Administrative Variance \$ 275.00
 - Administrative Decision \$ 275.00

Note: Appellants who substantially prevail on appeal as determined by the planning director will be refunded the above appeal fee and will not be billed hearing examiner fees. Appellants who do not substantially prevail on appeal will be billed for the hearing examiner costs.

- b) To the Building Code Advisory Board: \$ 550.00

B. ENVIRONMENTAL REVIEW (SEPA)

- 1) Checklist \$ 425.00
- 2) Environmental Impact Statement
 - a) Prepared by Staff Actual Cost
 - b) Prepared by Consultant Actual Cost
- 3) Appeals of Decisions
 - a) Administrator's Final Determination (DNS or EIS) \$ 275.00

Note: Appellants who substantially prevail on appeal as determined by the planning director will be refunded the above appeal fee and will not be billed hearing examiner fees. Appellants who do not substantially prevail on appeal will be billed for the hearing examiner costs.

C. ANNEXATION PETITION

- 1) Notice of Intent to Commence Annexation \$ 500.00
- 2) Annexation Petition (once accepted by Council)
 - a) Less than 10 acres \$ 1,295.00
 - b) 10 - 50 acres \$ 2,195.00
 - c) 50 - 100 acres \$ 3,195.00
 - d) 100 + acres \$ 5,195.00
- *Above fees include \$195.00 for Building/Fire and \$500 for Public Works review
- 3) Enumeration actual cost with deposit

D. REQUESTS FOR INFORMATION

- 1) Land-use information, verbal No Charge
- 2) Land-use information, written response requested related to active permit No Charge

E. STAFF PREAPPLICATION REVIEW

- (includes a written summary of the meeting) \$ 585.00
 - Planning \$ 325.00
 - Building/Fire \$ 130.00
 - Public Works \$ 130.00

F. INVOICED FEES AND DEPOSITS:

- 1) **Additional Submittal Review Fees:** The costs above in section A include the review of the initial application and two revisions (three submittals total) plus the preparation of staff reports and administrative decisions. If a project requires staff review of more than three submittals, the applicant will be charged a rate of \$100.00 per hour (minimum of eight hours) for the time the project planner spends reviewing each submittal thereafter. The applicant shall pay \$800.00 prior to staff commencing review of each additional submittal.
- 2) **Recording Fees:** For those applications which require recording of the final document, the applicant shall bear the costs of all recording.
- 3) **Hearing Examiner Fees:** For those applications which require a public hearing, the applicant shall bear all the costs of the hearing examiner for the public hearing. The applicant shall deposit \$1,000.00 at time of application to cover hearing examiner costs. Actual costs in excess of the deposit will be billed to the applicant. Actual costs below the deposit will be refunded. In the case of appeals, the appellant shall only pay hearing examiner cost if the appellant does not prevail.
- 4) **Attorney Fees:** For those applications for a development agreement, the applicant shall bear all the costs of the city attorney for review of the development agreement. The applicant shall deposit \$1,000.00 at time of application to cover attorney costs. Actual costs in excess of the deposit will be billed to the applicant. Actual costs below the deposit will be refunded.
- 5) **Critical Area Review Deposit:** For those applications which require third-party consultant review of critical area reports, delineations and mitigation, the applicant shall bear all the costs of the third-party consultant review. The applicant will be required to submit a deposit for the anticipated review prior to the consultant starting review of the project.
- 6) **Annexation Enumeration Deposit:** An applicant shall pay for the actual cost of annexation enumeration if approved. Prior to adoption of an ordinance annexing property, the applicant shall deposit an amount determined by the Planning Director, based on the size and expected population, to be used for enumeration by the city. Actual costs in excess of the deposit will be billed to the applicant. Actual costs below the deposit will be refunded. If the annexation petition is denied, the deposit will be refunded.

G. COPY SERVICES/ADDRESS LABELS

1)	Zoning Map/Comprehensive Plan Land Use Map (24" x 36")	\$ 6.80
2)	Zoning Code	\$ 49.00
3)	Comprehensive Plan	\$ 35.00
4)	Shoreline Master Program	\$ 15.00
5)	Critical Areas Map (24"x 36")	\$ 6.80
6)	Visually Sensitive Area (24"x 36")	\$ 6.80
7)	Design Manual (GHMC 17.99)	\$ 22.00
8)	Full Size Bond Reproduction (By Outside Service)	Charge by outside service+\$ 5.00
9)	Full Size Bond Reproduction (In House)	\$ 6.80 each
10)	<u>8-1/2 x 11", 8-1/2" x 14" & 11" x 17" B&W Copies</u> <u>No charge for first 50 copies</u>	<u>\$ 0.20 each 0.15 each</u>
11)	<u>8-1/2" x 11", 8-1/2" x 14 & 11" x 17" Color Copies</u> <u>No charge for first 50 copies</u>	<u>\$ 0.30 each 0.20 each</u>
13)	<u>Scanned documents for electronic records request B&W</u> <u>No charge for first 50 copies</u>	<u>\$ 0.05 each</u>
14)	<u>Scanned documents – Color</u> <u>No charge for first 50 copies</u>	<u>\$ 0.10 each</u>
15)	<u>Copy of existing CD or burning documents to CD</u>	<u>\$ 1.00 each</u>

- 16) Address labels of property owners within 300 feet of project included in permit fees

H. FEE WAIVERS AND REQUIREMENTS

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

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

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

I. UTILITY EXTENSION REQUEST \$ 560.00

J. ENGINEERING FEES

Traffic Report Preparation

Traffic Report Preparation Fees shall be charged as follows based on the number of PM Peak Hour Trips:

Tier	PM Peak Hour Trips	Traffic Report Preparation Fee
I	>2 up to 50	\$ 1,725
II	51 - 150	\$ 2,875
III	151 - 300	\$ 5,750
IV	301 - 750	\$ 8,625
V	>750	\$ 8,625 plus \$25 per trip over 750

Engineering Permit Fees:

Public Works Variance	\$ 1,330.00
Public Works Variance – Building/Fire Review	\$ 98.00
Actual or Projected Sewer Use Review	\$ 1,330.00
On-site Septic Exemption Sewer Exception Review	\$ 250.00 \$750.00
Building Review-Single Family Residence (SFR)	\$ 98.00
Building Review-Tenant Improvement w/Change in use	\$ 180.00
Right of way (Residential)	\$ 110.00
Right of way (Commercial)	\$ 165.00
Right of way (Temporary)	\$ 30.00
Right of way / Vacation – Building/Fire	\$ 98.00
Water CRC (Non-SFR)	\$ 90.00
Sewer CRC (Non-SFR)	\$ 90.00
Transportation CRC (Non-SFR)	\$ 90.00
Comprehensive Plan Change (Utility Element)	\$ 1,330.00 (plus consultant fees)
Utility System Consistency Review	\$ 1,330.00 (plus consultant fees)
Banner installation/removal fee	\$ 100.00
(in addition to Right of way (Temporary) fee)	

Engineering Plan Review Fees:

Water: linear feet	\$ 165.00 for 1st 150 linear feet (lf) + \$0.30/lf
Sewer: linear feet	\$ 165.00 for 1st 150 linear feet (lf) + \$0.30/lf
Street or street w/curb, gutter and sidewalk	\$ 165.00 for 1st 150 linear feet (lf) + \$0.40/lf
Curb, gutter and sidewalk only	\$ 165.00 for 1st 150 linear feet (lf) + \$0.40/lf
Storm: Number of catch basins	\$ 120.00 for 1st + \$16.28 for each additional
Storm: Retention and detention facilities	\$ 165.00 for each facility
Lighting (per luminaire)	\$ 135.00 plus \$10.85 per luminaire
Signals	\$ 555.00 per intersection
Right-of-way access	\$ 45.00 for each Access
Civil Permit Review – Building/Fire	\$ 325.00

Additional Resubmittal Review Fees: The fees above for Engineering Plan Review include the initial review of the plans and two revisions (three submittals total). If a project requires staff review of more than three submittals, the applicant will be charged a rate of \$100.00 per hour (minimum of

four hours) for the time the staff reviewer spends reviewing each submittal thereafter, and the minimum fee is due prior to start of review of the fourth submittal. Fees above the minimum resubmittal fee shall be billed to the applicant.

Engineering Construction Inspection Fees:

Water: linear feet	\$ 300.00 for 1st 150 linear feet (lf) + \$1.63/lf
Sewer: linear feet	\$ 300.00 for 1st 150 linear feet (lf) + \$1.63/lf
Sewer: residential step system	\$ 210.00 for each residence
Street	\$ 300.00 for 1st 150 linear feet (lf) + \$1.20/lf
Curb, gutter and sidewalk only	\$ 300.00 for 1st 150 linear feet (lf) + \$1.20/lf
Storm	\$ 145.00 per retention area + \$0.60/lf pipe
Lighting(per luminare)	\$ 145.00 + \$16.48 per luminare
Signals	\$ 1,140.00 per intersection
Right-of-Way Access - Overhead	\$ 320.00 for 1st 150 linear feet (lf) + \$0.08/lf
Right-of-Way Access – Underground	\$ 320.00 for 1st 150 linear feet (lf) + \$0.17/lf
Grease interceptor permit	\$ 500.00

K. BUILDING PERMIT FEES

**Table 1-1
Building Permit Fees**

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

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

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

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

M	Mercantile	106.37	102.36	97.73	93.80	84.82	84.47	89.04	73.95	71.43
R-1	Residential, hotels	145.37	140.43	136.69	131.21	120.56	120.50	127.33	110.92	106.61
R-2	Residential, multi-family	145.36	139.42	134.95	128.36	115.80	115.71	123.92	104.23	99.04
R-3	Residential, 1/2 family	138.06	134.24	130.94	127.33	121.30	121.01	125.20	115.49	107.21
R-4	Residential, care/asst. living	143.92	138.99	135.25	129.76	119.05	118.99	125.83	109.42	105.08
S-1	Storage, moderate hazard	81.88	77.82	72.78	70.38	60.10	61.24	67.25	50.33	47.49
S-2	Storage, low hazard	80.73	76.68	72.78	69.25	60.10	60.10	66.11	50.33	46.35
U	Utility, miscellaneous	62.53	59.12	55.61	52.83	45.82	45.82	49.86	37.67	35.87

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

Table 1-3
Plumbing Permit Fees

Permit Issuance

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

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

- 1. For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and backflow protection therefor) \$ 9.77
- 2. For each building sewer and each trailer park sewer \$20.07
- 3. Rainwater Systems - per drain (inside building) \$ 9.77
- 4. For each cesspool (where permitted) \$34.16
- 5. For each private sewage disposal system \$54.23
- 6. For each water heater and/or vent \$ 9.77
- 7. For each gas-piping system of one to five outlets \$ 7.06
- 8. For each additional gas-piping system outlet (per outlet) \$ 2.71
- 9. For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps \$20.61
- 10. For each installation, alteration, or repair of water piping and/or water treating equipment, each \$ 9.77
- 11. For each repair or alteration of drainage or vent piping, each fixture \$ 9.77
- 12. For each lawn sprinkler system on any one meter

including backflow protection devices therefore	\$ 9.77
13. For atmospheric-type vacuum breakers not included in item 12:	
1 to 5	\$ 7.06
over 5, each	\$ 1.58
14. For each backflow protective device other than atmospheric-type vacuum breakers:	
2 inch (51 mm) diameter and smaller	\$ 9.77
over 2 inch (51 mm) diameter	\$20.07
15. For each gray water system	\$54.23
16. For initial installation and testing for a reclaimed water system (excluding initial test)	\$41.21
17. For each annual cross-connection testing of a reclaimed water system (excluding initial test)	\$41.21
18. For each medical gas piping system serving one to five inlet(s)/outlet(s) for a specific gas	\$68.33
19. For each additional medical gas inlet(s)/outlet(s)	\$ 7.06

Plan Review Fee

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

Table 1-4
Mechanical and Fuel Gas Permit Fees

Permit Issuance	
1. For issuing each permit	\$ 33.08
Unit Fee Schedule (in addition to issuance fee above)	
2. HVAC units up to and including 100,000 Btu	\$ 21.15
3. HVAC units over 100,000 Btu	\$ 26.03
4. Each appliance vent or diffuser without appliance	\$ 10.85
5. Repair of each appliance & refrigeration unit	\$ 18.98
6. Each boiler / compressor 100,000 Btu or 3 hp	\$ 21.15
Each over 100K to 500K Btu or over 3 hp to 15 hp	\$ 37.96
Each over 500K to 1,000K Btu or over 15 hp to 30 hp	\$ 52.06
Each over 1,000K to 1,750K Btu or over 30 hp to 50 hp	\$ 76.47
Each over 1,750K or over 50 hp	\$127.45
7. Each air handler up to 10,000 cfm	\$ 15.74
8. Each air handler over 10,000 cfm	\$ 26.03
9. Each VAV box	\$ 15.74
10. Each evaporative cooler other than portable type	\$ 15.74
11. Each ventilation fan connected to a single duct	\$ 10.85
12. Each ventilation system not part of a system under permit	\$ 15.18
13. Each hood served by mech. exhaust system including the ductwork	\$ 15.18
14. Each piece of equipment regulated by the mechanical code but not listed in this table (fireplace inserts)	\$ 15.18
15. Each fuel gas piping system of one to five outlets	\$ 7.05
16. Each additional fuel gas outlet	\$ 2.71

Plan Review Fee

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

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

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

Table 1-6
Additional Services

1.	Inspections outside of normal business hours	\$ 65.08 per hour ¹
2.	Reinspection fee Reinspection fees double accumulatively when work requiring reinspection is not corrected prior to request for reinspection. (2 nd reinspection = \$130.16; 3 rd reinspection = \$260.32 etc.)	\$ 65.08 per hour
3.	Expired permit renewal within 1 year of expiration	One-half (50%) of the original permit fee.
4.	Inspections for which no fee is specifically indicated	\$ 65.08 per hour
5.	Fire Code Operational Permit Inspection	\$ 65.08 per hour
6.	Additional plan review required by changes, additions or revisions to approved plans (per hour - minimum charge one-half hour)	\$ 65.08 per hour
7.	Temporary Certificate of Occupancy	\$235.91
8.	Certificate of Occupancy for change in use	\$ 65.08
9.	Adult Family Home licensing inspection	\$ 65.08
10.	Investigation fee for work without a permit	100% of the permit fee in addition to the permit fee.
11.	Expedited plan review by third party contract	Actual Cost but not less than 65% of the permit fee.
12.	Incident management and investigation	\$ 65.08 per hour ¹
13.	Fire flow test	\$130.00
14.	Appeal of directors decision to BCAB	\$130.00

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

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

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

Industrial ovens	\$ 65.08
Lumber yards and woodworking plants	\$ 65.08
Liquid or gas fueled vehicles or equipment In assembly buildings	\$ 65.08

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

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



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

Subject: Shorecrest Sewer System Sewer Rate and Connection Charge Analysis
- Consultant Services Contract / Peninsula Financial Consulting

Proposed Council Action:

Authorize the Mayor to execute a contract with Peninsula Financial Consulting in the not to exceed amount of \$3,800.00 for professional services for the Shorecrest Sewer System Drain Field rate and connection charge analysis.

Dept. Origin: Public Works / Engineering

Prepared by: Stephen Misiurak, City Engineer *SM*

For Agenda of: December 13, 2010

Exhibits: Consultant Services Contract
Vicinity Map, Shorecrest Community Sewer System Map

	Initial & Date
Concurred by Mayor:	<i>CLH 12/7/10</i>
Approved by City Administrator:	<i>R&K 12/7/10</i>
Approved as to form by City Atty:	<i>approved by email 12/6</i>
Approved by Finance Director:	<i>SP 12-7-10</i>
Approved by Department Head:	_____

Expenditure Required	\$3,800	Amount Budgeted	\$14,000	Appropriation Required	\$0
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INFORMATION/BACKGROUND

The Shorecrest sewer system is located within Pierce County outside the City's UGA and was originally constructed in the 1980's. It currently consists of a combination gravity and sewer lift station that pumps to a septic drain field and currently services 17 connections. The system has a capacity to serve three more connections for a total of twenty customers. The City owns and operates this system but has never established a connection fee as it was originally operated by Pierce County and then subsequently dedicated to the City for ownership and maintenance.

This Consultant Services Contract will provide for a Utility rate analysis to determine if the current rate is adequate and recommend a connection fee for the remaining three available connections associated with this sewer system.

Peninsula Financial Consulting has worked with the city extensively on the sewer, water, and storm rate studies and is the most qualified to perform this analysis.

FISCAL CONSIDERATION

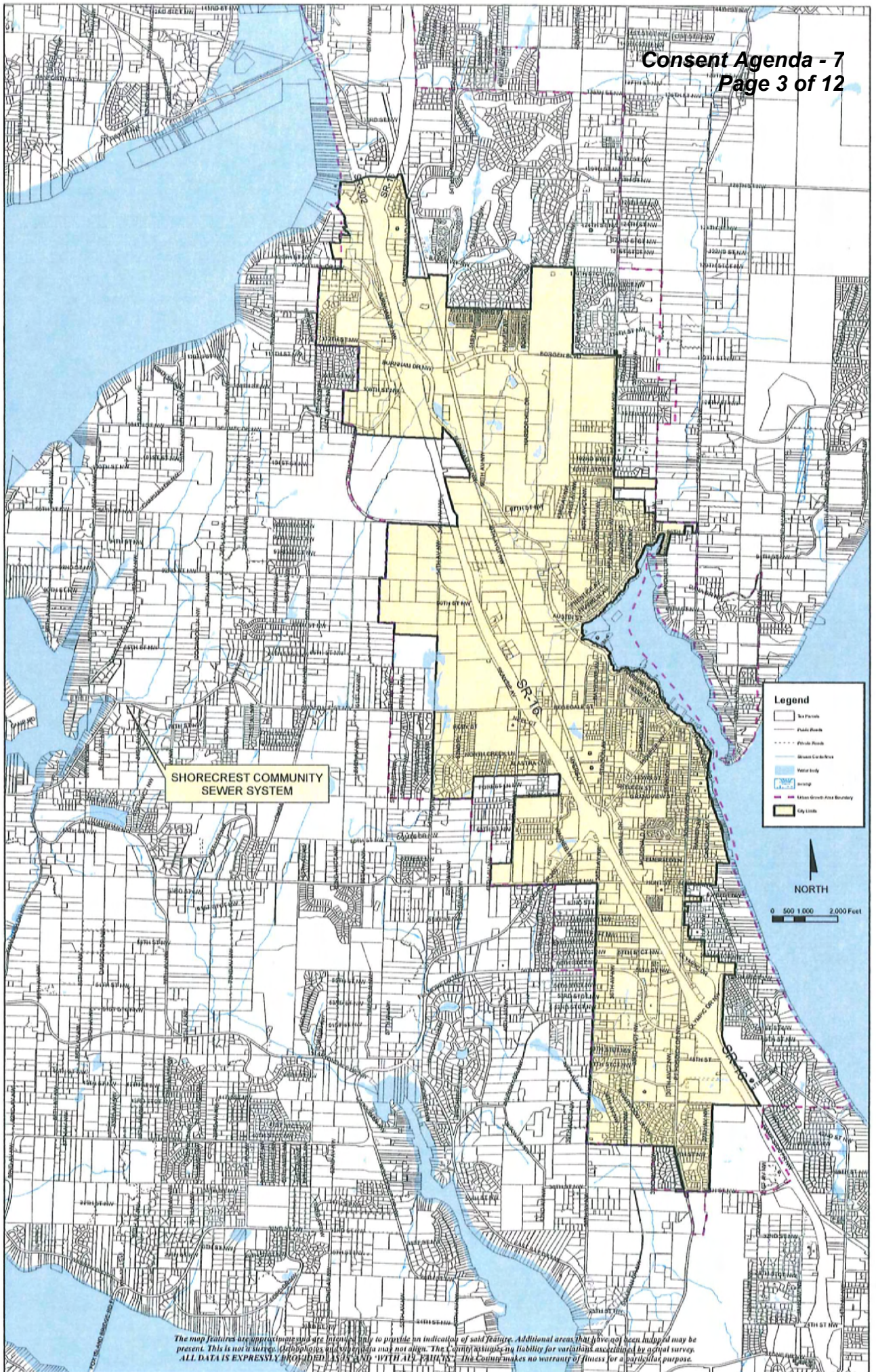
Funding for this project is provided by Wastewater Operating Objective No. 8 in the adopted 2011 Budget and sufficient funds are available to cover this expenditure.

BOARD OR COMMITTEE RECOMMENDATION

On December 9, 2010, this proposed analysis was presented to the Public Works Committee for informational purposes.

RECOMMENDATION/MOTION

Authorize the Mayor to execute a contract with Peninsula Financial Consulting in the not to exceed amount of \$3,800.00 for professional services for the Shorecrest Sewer System Drain Field rate and connection charge analysis.



SHORECREST COMMUNITY
SEWER SYSTEM

Legend

- Sea Fronts
- Private Roads
- Public Roads
- Street Centerlines
- Water Body
- Sewer
- Texas Growth Area Boundary
- City Limits

NORTH

0 500 1 000 2 000 Feet

The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been highlighted may be present. This is not a survey. Topographic and other data may not align. The County assumes no liability for variations associated by aerial survey. ALL DATA IS EXPRESSLY PROVIDED AS IS AND WITH ALL FAULTS. The County makes no warranty of fitness for a particular purpose.

Shorecrest Community Sewer System

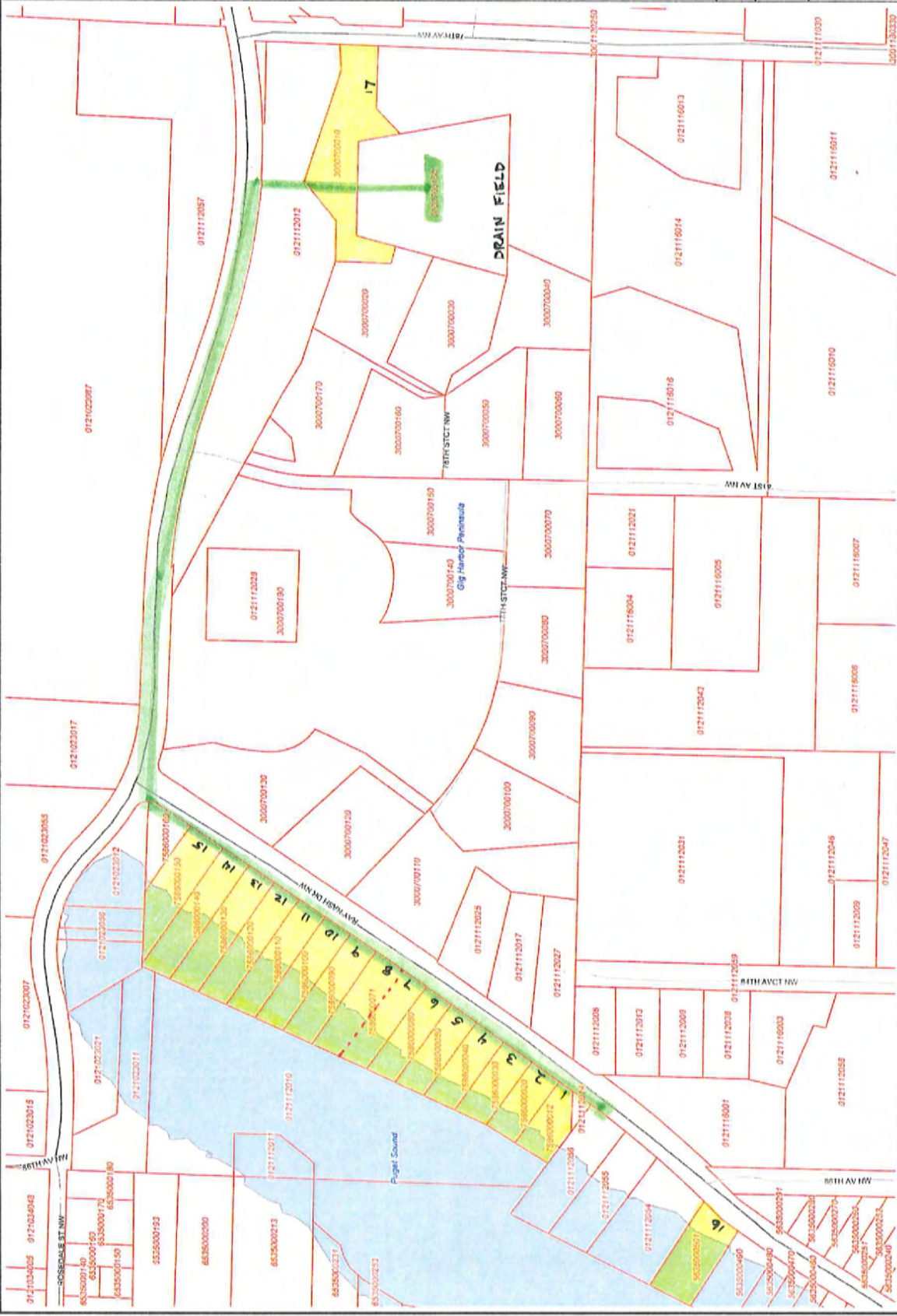
Legend

- Tax Parcels
- Roads
- Interstate
- Limited Access State Routes
- Other State Routes
- Ramps
- Major Arterial
- Collector
- Local Access
- Pierce County Basemap
- Unincorporated County
- Tacoma
- Lakewood, Edgewood, Bonney Lak
- Buckley, South Prairie
- Steilacoom, Fircrest, Fife, Gig Harbor, Orting, Eatonville, Roy, DuPont, Milton, Sumner, Puyallup, Auburn
- University Place, Puyallup, Auburn
- DuPont, Milton, Sumner, Puyallup, Auburn
- Fort Lewis, McChord, McNeil
- Island
- Water

Printed: 11/15/10 9:22 AM

Scale 1:2,500
0 110 220 ft

A



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

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
PENINSULA FINANCIAL CONSULTING**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Peninsula Financial Consulting, a corporation organized under the laws of the State of Washington (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the analyzing sewer rates and connection charges for the Shorecrest Community Sewer System 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 the Scope of Work including any addenda thereto as of the effective date of this Agreement, all of which are attached hereto as **Exhibit A – Scope of Work and Estimated Hours and Fees**, and are incorporated by this reference as if fully set forth herein;

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

TERMS

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 **Exhibit A** and incorporated herein by this reference as if set forth in full. 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 Three Thousand Eight Hundred Dollars and Zero Cents (\$3,800.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit A – Scope of Work and Estimated Hours and Fees**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**, unless the parties agree to a modification of this Contract, pursuant to Section 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 **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by April 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,

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because of race, color, creed, religion, national origin, marital status, sex, sexual 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:
Peninsula Financial Consulting
ATTN: Ashley Emery
PO Box 354
Brinnon, WA 98320
(360) 379-4903

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.

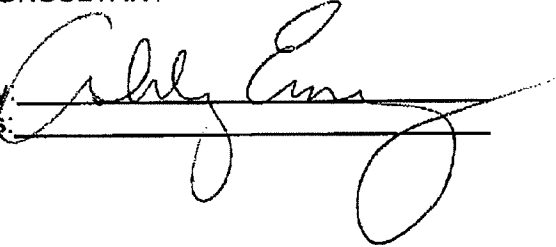
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18. **Entire Agreement.** This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or 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

Peninsula Financial Consulting
P.O. Box 354
Brinnon, WA 98320
360-379-4903

October 22, 2010

Mr. Steve Misiurak
City Engineer
City of Gig Harbor, 98335

SUBJECT: WORK PROPOSAL

Dear Steve:

Per your request I am providing the City with an estimated cost for analyzing the sewer rates and connection charges for the sewer system referred to as the Shorecrest Community System. The City currently charges customers in this area the standard outside City rate for an unmetered residential customer. The proposed work involves assessing the ability of current rates to fund the long term operation of the system including replacement costs as well as determining a general facility charge (GFC) that is both appropriate for a new customer connecting to the Shorecrest system as well as consistent the City's existing GFC calculations.

FINANCIAL CONSULTING SERVICES
SCOPE AND ESTIMATED COST

Project Title: 2010 Shorecrest Sewer Rate Analysis

TASKS	Hours	Cost
1 Meet with staff to review project information	6	\$ 570
2 Review Shorecrest sewer service contract and review implications with City Attorney	4	\$ 380
3 Compute replacement cost and original cost depreciations	4	\$ 380
4 Assess monthly rate needs for Shorecrest sewer rates	2	\$ 190
5 Compute connection charge (GFC) for Shorecrest customers	12	\$ 1,140
6 Write memo outlining the findings of the analysis and computation of GFC	4	\$ 380
7 Meet with staff to review analysis	6	\$ 570
Total	38	\$ 3,610
Hourly Rate:	\$ 95.00	
Total Labor Cost	\$ 3,610	
Mileage & Expenses (Mileage @ \$0.50/mile)	\$ 150	
Printing	\$ -	
TOTAL ESTIMATED COST:	\$ 3,800	

Please call if you any questions.

Sincerely,

Ashley Emery

**Subject: Wetland Review Consultant
Contract – Wilkinson Park**

Dept. Origin: Planning

Prepared by: Tom Dolan

**Proposed Council Action:
Approve and authorize the Mayor to sign the
wetland delineation contract for Wilkinson
Farm with Grette Associates LLC in an
amount not to exceed \$6,493.00**

For Agenda of: December 13, 2010

Exhibits: Contract

Initial & Date

Concurred by Mayor:

CLH 12/9/10

Approved by City Administrator:

POK

Approved as to form by City Atty:

by e-mail

Approved by Finance Director:

JD 12.8.10

Approved by Department Head:

TD 12/8/10

Expenditure	Amount	Appropriation
Required \$6,493	Budgeted \$15,000	Required

INFORMATION / BACKGROUND

The purpose of this contract is to obtain a wetland delineation of the Wilkinson Farm property. There are known wetlands on the property but the exact location and types of wetlands have not been determined. Without precise locations and types, it is impossible to know the extent of the site covered by wetlands and buffers. This limits the City's ability to install improvements on the property. The proposed delineation of the wetlands will guide the development of future improvements. It is anticipated that after the wetlands have been located and typed, a follow up contract to have the wetland boundaries surveyed will be required. As per GHMC 18, a licensed surveyor is required to perform the actual survey.

FISCAL CONSIDERATION

The City has budgeted \$15,000 for wetland delineation (which includes surveying) at Wilkinson Farm.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve contract in the amount of \$6,493 with Grette Associates LLC for delineation of Wilkinson Farm.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
GRETTE ASSOCIATES LLC**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Grette Associates LLC, a Corporation organized under the laws of the State of Washington located and doing business at 2102 North 30th Street, Tacoma, WA 98403 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in Wilkinson Farm Park Wetland Delineation and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated December 6, 2010, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

The Consultant shall perform all work as described in **Exhibit A**.

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Six Thousand Four Hundred Ninety-Three Dollars and No Cents (\$6,493.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit A – Scope of Work**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by February 28, 2011; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

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

VII. Indemnification

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

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

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

INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

VIII. Insurance

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

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

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

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of

Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

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

CONSULTANT:
Grette Associates, LLC
ATTN: Matthew Boyle
Senior Biologist & Company Principal
2102 North 30th Street
Tacoma, WA 98403
(253) 573-9300

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

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

<p>To: Tom Dolan Planning Director 3510 Grandview Street Gig Harbor, WA 98335</p> <p>Phone: 253-853-7615 Fax: E-Mail: dolant@cityofgigharbor.net</p>	<p>Date: December 6, 2010 Project #: 250.007 Project Name: Wilkinson Farm</p> <p>Project Manager: Scott Maharry Client File No.: 250.000</p>
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SENT VIA:

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| <input type="checkbox"/> Mail
<input type="checkbox"/> Fax | <input type="checkbox"/> Hand Delivered
<input checked="" type="checkbox"/> Email |
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DESCRIPTION OF WORK:

Task 100 – Wilkinson Farm Wetland Delineation Field Survey

Grette Associates will visit the 16-acre site located at 4118 Rosedale Street, Gig Harbor, WA and conduct wetland delineations in accordance with the Gig Harbor Municipal Code (GHMC) Chapter 18.08. Based on the code and the state and federal guidance documents referenced in the code, wetland boundaries will be determined using vegetation, soil characteristics, and hydrologic features and then marked using alpha-numerically labeled stakes or flagging. Surveying of boundary flags will be the responsibility of a separate contractor.

In addition to the site survey, the areas within 300 feet surrounding the site will be visually investigated for the presence of wetlands. Should wetlands be observed, they will be visually evaluated and rated using Ecology's *Revised Wetland Rating System for Western Washington* (Hruby 2004).

In addition to wetlands, any other critical areas (streams, steep slopes, etc.) observed on the property will be flagged and evaluated according to the requirements of the GHMC.

An estimated budget for Task 100 is as follows:

Staff	Rate	Units	Total
Biologist 4	\$105.00	4	\$420.00
Biologist 1	\$83.00	30	\$2,490.00
Mileage		90	\$54.00
Supplies	\$50.00	1	\$54.00*
dGPS	\$200.00	1	\$200.00
Administrative	\$70.00	1	\$70.00
TOTAL TASK 100			\$3,288.00

*Includes 8% markup.

Task 200 – Wetland Analysis Report

Grette Associates will prepare a wetland analysis report based on the results of the field delineation. The report will discuss the physical and biological attributes of the wetland(s), as well as the functions and values it provides. The report will also provide categorizations of wetlands and streams, along with buffer widths based on Ecology's rating system and the requirements of the Gig Harbor Municipal Code Chapter 18.08. The report will also include a map showing the location of wetland and stream boundaries in relation to the property boundaries. This Task assumes Grette Associates will be provided an electronic copy (in AutoCAD-2005 Format) of the survey drawing in order to prepare the delineation figure.

An estimated budget for Task 200 is as follows:

Staff	Rate	Units	Total
Principal Biologist	\$155.00	1	\$155.00
Biologist 4	\$105.00	4	\$420.00
Biologist 1	\$83.00	30	\$2,490.00
Administrative	\$70.00	2	\$140.00
TOTAL TASK 200			\$3,205.00

- TIME AND EXPENSE
- FIXED FEE
- RETAINER

Estimated Amount: \$6493.00

Fee Amount:

Retainer Amount

**Subject: Wetland Review Consultant
Contract – Twawelkax Trail**

Dept. Origin: Planning

Prepared by: Tom Dolan

**Proposed Council Action:
Approve and authorize the Mayor to sign the
wetland delineation contract for Twawelkax
Trail with Grette Associates LLC in an amount
not to exceed \$4,737.00.**

For Agenda of: December 13, 2010

Exhibits: Contract

Initial & Date

Concurred by Mayor:

CLH 12/9/10

Approved by City Administrator:

POK

Approved as to form by City Atty:

by e-mail

Approved by Finance Director:

OP 12.8.10

Approved by Department Head:

TD 12/8/10

Expenditure	Amount	Appropriation
Required \$4,737	Budgeted \$20,000	Required

INFORMATION / BACKGROUND

The purpose of this contract is to obtain a wetland delineation for the Twawelkax Trail. City staff and a representative from Grette Associates have walked the proposed trail. Several wetlands were found in the trail area. The exact location and types of wetlands have not been determined. Without precise locations and types, it is impossible to know the extent of the area covered by wetlands and buffers. The proposed delineation of the wetlands will help to establish the trail route that will be least impactful to critical areas. It is anticipated that after the wetlands have been located and typed, a follow up contract to have the wetland boundaries surveyed will be required. As per GHMC 18, a licensed surveyor is required to perform the actual survey.

FISCAL CONSIDERATION

The City has budgeted \$20,000 for the trail development which includes a wetland delineation.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve contract in the amount of \$4,737 with Grette Associates LLC for delineation of wetlands associated with the Twawelkax Trail.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
GRETTE ASSOCIATES LLC**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Grette Associates LLC, a Corporation organized under the laws of the State of Washington located and doing business at 2102 North 30th Street, Tacoma, WA 98403 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in Twawelkax Trail Connection and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated November 10, 2010, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

The Consultant shall perform all work as described in **Exhibit A**.

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Four Thousand Seven Hundred Thirty-Seven Dollars and No Cents (\$4,737.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit A – Scope of Work**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by February 28, 2011; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

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

VII. Indemnification

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

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

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

INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

VIII. Insurance

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

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

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

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by

the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

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

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

CONSULTANT:
Grette Associates, LLC
ATTN: Matthew Boyle
Senior Biologist & Company Principal
2102 North 30th Street
Tacoma, WA 98403
(253) 573-9300

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

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

<p>To: Rob Karlinsey City Administrator 3510 Grandview Street Gig Harbor, WA 98335</p> <p>Phone: 253-851-6127 Fax: E-Mail: karlinseyr@cityofgigharbor.net</p>	<p>Date: November 10, 2010 Project #: 250.008 Project Name: Trail Extension</p> <p>Project Manager: Scott Maharry Client File No.: 250.000</p>
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SENT VIA:

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| <input type="checkbox"/> Mail
<input type="checkbox"/> Fax | <input type="checkbox"/> Hand Delivered
<input checked="" type="checkbox"/> Email |
|---|--|

DESCRIPTION OF WORK:

Task 100 – Trail Extension Wetland Delineation Field Survey

Grette Associates will assess the proposed alignment of a primitive trail connecting the Cushman Trail and Harborview Drive and conduct wetland delineations and critical areas assessments in accordance with the Gig Harbor Municipal Code (GHMC) Chapter 18.08. Based on the code and the state and federal guidance documents referenced in the code, wetland boundaries will be determined using vegetation, soil characteristics, and hydrologic features and then marked using alpha-numerically labeled stakes or flagging. Surveying of boundary flags would be the responsibility of a separate contractor.

In addition to the proposed trail alignment, the areas within 300 feet surrounding the alignment will be visually investigated for the presence of wetlands or other critical areas. Should wetlands or streams be observed, they will be visually evaluated and rated using Ecology’s *Revised Wetland Rating System for Western Washington* (Hruby 2004) and the GHMC.

An estimated budget for Task 100 is as follows:

Staff	Rate	Units	Total
Biologist 4	\$105.00	2	\$210.00
Biologist 1	\$83.00	14	\$1,162.00
Mileage		60	\$36.00
Supplies	\$50.00	1	\$54.00*
Administrative	\$70.00	1	\$70.00
TOTAL TASK 100			\$1,532.00

*Includes 8% markup.

Task 200 – Wetland Analysis Report

Grette Associates will prepare a wetland analysis report based on the results of the field delineation. The report will discuss the physical and biological attributes of the wetland(s), as well as the functions and values it provides. The report will also provide categorizations of wetlands and streams, along with buffer widths based on Ecology’s rating system and the requirements of the Gig Harbor Municipal Code Chapter 18.08. The report will also include a map showing the location of wetland and stream boundaries in relation to the property boundaries. This Task assumes Grette Associates will be provided an electronic copy of the survey drawing in order to prepare the delineation figure.

EXHIBIT A

250.008 Trail Extension
11/10/2010

An estimated budget for Task 200 is as follows:

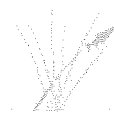
Staff	Rate	Units	Total
Principal Biologist	\$155.00	1	\$155.00
Biologist 4	\$105.00	4	\$420.00
Biologist 1	\$83.00	30	\$2,490.00
Administrative	\$70.00	2	\$140.00
TOTAL TASK 200			\$3,205.00

- TIME AND EXPENSE
- FIXED FEE
- RETAINER

Estimated Amount: \$4,737.00

Fee Amount:

Retainer Amount





Subject: Resolution – Surplus Equipment

Dept. Origin: Finance

Proposed Council Action:

Prepared by: Kay Johnson

Adopt the attached resolution surplusng this City-owned equipment.

For Agenda of: December 13, 2010
Exhibits:

Initial & Date

Concurred by Mayor: CLH 12/9/10

Approved by City Administrator: RSK 12/9/10

Approved as to form by City Atty: _____

Approved by Finance Director: DP 12.9.10

Approved by Department Head: _____

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

INFORMATION / BACKGROUND

The city has a surplus of antiquated equipment which needs to be properly disposed. This surplus occurred due to the replacement of outdated equipment.

FISCAL CONSIDERATION

The surplus equipment will be sold to either a recycling center or charity organization to be refurbished and reused.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt the attached resolution surplusng this city-owned equipment.

	Monitors	4	\$#CN-0C0-646-46633-619-1385 no asset# S# 0C0-646-46633-62F-3KPL- no asset# S# TW-093249-46635-28L-1085 Asset #00871 MX-08G152-4760521G-ALTRE Asset #00943	Dell Monitor Dell monitor Dell monitor Dell monitor
	Printers	4	S#TH570140XF Asset #01278 S#MY35CC80M0 Asset #01085 S#008463 Asset #00771 Serial#28902921 No asset #	HPDESKJET 5440 HP PSC 1210 Proxima UltraLite SV1 SAVIN 2513f
	Miscellaneous equipment	1 1 1 1 3 2 3 2	KX-FPG376 No asset # No Serial# or Asset # #409A001912D1 Asset #01199 S#0410 0015	Panasonic 2.4ghz digital cordless answering system and fax Cash Register Drawer Xerox Scanner PerTech Receipt Printer Dead UPS's Dead Power Supplies for PC's. Keyboards Miscellaneous power cords.

PASSED ON THIS ____ day of _____, 2010__.

APPROVED:

MAYOR CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

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



**Subject: Amendments to Section 125
Flexible Spending Plan Document**

Proposed Council Action:

Adopt the Resolution approving
Amendments to the city's Section 125
Flexible Spending Plan Document

Dept. Origin: Administration
Prepared by: Rob Karlinsey
For Agenda of: December 13, 2010
Exhibits: Resolution & Policy

Initial & Date

Concurred by Mayor: CLH 12/9/10
Approved by City Administrator: ROK
Approved as to form by City Atty: _____
Approved by Finance Director: [Signature] 12.9.10
Approved by Department Head: _____

Expenditure	Amount	Appropriation
Required : \$1500	Budgeted \$1500	Required N/A

INFORMATION / BACKGROUND

In June, 2009 Council adopted a Section 125 Cafeteria Plan for Flexible Spending Accounts to provide for pre-tax flexible spending accounts for health and dependent care expenses as negotiated through the Employee Guild Contracts. This amendment to the plan is to add new HIPAA Notice of Privacy Practices regulations and to remove reference to COBRA, which isn't included in this plan. Exhibits A & B of the resolution is quite large and will be on file with the City Clerk for review.

FISCAL CONSIDERATION

The annual Flex Plan Service fee is \$600 plus \$6 per participant. In addition, there is a monthly processing fee of \$5 per participating employee. Flex Plan Services charges \$1.10 per check or statement mailed; however, most employees opted to use the "Benny Card" to avoid these costs. Flex Plan Services provides on-site, annual enrollment and Benefits Fair meetings at no charge.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt the Resolution approving amendments to the employee Section 125 Flexible Spending Plan document.

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING AMENDMENTS TO THE CITY'S SECTION 125 CAFETERIA PLAN FOR FLEXIBLE SPENDING ACCOUNTS

WHEREAS, on June 9, 2009, Council adopted Resolution No. 792 implementing a flexible spending accounts for the employees; and

WHEREAS, this flexible spending account has been amended to add new HIPAA Notice of Privacy Practices regulations and to remove references to COBRA provision, which are not part of the plan; now, therefore,

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

Section 1. The form of amended Cafeteria Plan including a Day Care Flexible Spending Arrangement and Health Flexible Spending Arrangement effective June 1, 2010, is hereby approved and adopted and that the duly authorized agents of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

Section 2. The Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

Section 3. The duly authorized agents of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Cafeteria Plan by delivering to each employee a copy of the summary description of the Plan in the form of the Summary Plan Description presented to this meeting, which form is hereby approved. Exhibits A and B, respectively attached to this resolution, are true copies of City of Gig Harbor Flexible Benefits Plan and the Summary Plan Description approved and adopted in this resolution.

RESOLVED by the City Council this ____th day of December, 2010.

APPROVED:

Charles L. Hunter Mayor

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

Filed with the City Clerk: 12/08/10
Passed by the City Council: 06/08/09
Resolution No.



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

Subject: Amendment No. 1 to Grant Agreement #G0900152 between State of Washington Department of Ecology and City of Gig Harbor.

Proposed Council Action: Authorize the Mayor to execute the Amendment No. 1 to Grant Agreement #G0900152 between State of Washington Department of Ecology and City of Gig Harbor to amend the end date to December 31, 2011.

Dept. Origin: Public Works/Engineering

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

For Agenda of: December 13, 2010

Exhibits: Dept. of Ecology Amend. No. 1 Grant Agreement and Signature Authorization Form for Grant/Loan Recipients

	Initial & Date
Concurred by Mayor:	<i>CLH 12/9/10</i>
Approved by City Administrator:	<i>PKR 12/8/10</i>
Approved as to form by City Atty:	<i>approx via email 12/12/10</i>
Approved by Finance Director:	<i>12-7-10</i>
Approved by Department Head:	<i>Stm 12/2/2010</i>

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

The State of Washington Department of Ecology Grant Agreement Number #G0900152 between City of Gig Harbor and Department of Ecology provided \$1,000,000 towards the Wastewater Treatment Plant Phase 1 Improvement Project and was executed back on March 5, 2009. Due to the additional clarifier no. 2 being added by Change Order No. 4, final completion of this clarifier is not anticipated to occur until the spring of 2011. This contract amendment extends the expiration from November 30, 2010 to December 31, 2011.

FISCAL CONSIDERATION

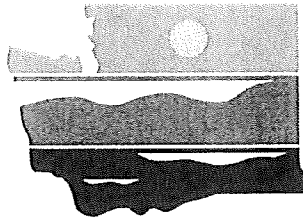
N/A

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Move to: Authorize the execution of the Amendment No. 1 of the Grant Agreement #G09000152.



DEPARTMENT OF
ECOLOGY
State of Washington

AMENDMENT NO. 1
TO GRANT AGREEMENT NO. G0900152
BETWEEN THE
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
THE CITY OF GIG HARBOR

PURPOSE: To amend the above-referenced grant agreement between the State of Washington Department of Ecology [DEPARTMENT] and the City of Gig Harbor [RECIPIENT] for the Gig Harbor Wastewater Treatment Plant Improvements Project. This amendment is needed to extend the Expiration Date of the grant agreement to accommodate project delays as a result of Change Orders #3, 4, & 5, which includes the purchase of equipment for, and construction of a new clarifier No. 2, and the installation of a Multi-span System for servicing the anoxic basins mixers. Change Orders #3, 4, & 5 will not be paid for using these grant funds, however, they will delay the completion of the work that is being funded with this grant.

IT IS MUTUALLY AGREED that the grant agreement is amended as follows:

1. The scope of work for which this grant is funding will remain the same.
2. The project budget will remain the same. Change Orders #3, 4, & 5 are not being funded with this grant.
3. The grant expiration date is extended from November 30, 2010, to December 31, 2011.

FURTHER, this amendment is effective December 1, 2010.

Except as expressly provided by this amendment, all other terms and conditions of the original grant agreement and all amendments remain in full force and effect.

**The City of Gig Harbor
Gig Harbor Wastewater Treatment
Plant Improvements
Page 2**

IN WITNESS WHEREOF: the parties have signed this amendment.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

CITY OF GIG HARBOR

KELLY SUSEWIND, P.E., P.G. DATE
WATER QUALITY PROGRAM MANAGER

CHARLES L. HUNTER DATE
MAYOR

APPROVED AS TO FORM ONLY
ASSISTANT ATTORNEY GENERAL

(Revised 05/05/09)

SIGNATURE AUTHORIZATION FORM FOR GRANT/LOAN RECIPIENTS

Department of Ecology
Water Quality Program
PO Box 47600
Olympia, WA 98504-7600
Phone: (360) 407-6600
FAX: (360) 407-7151

Name of Organization	Date Submitted
City of Gig Harbor	December 14, 2010

Project Title	Agreement Number
State of Washington Department of Ecology Grant Agreement Amendment #1	#G0900152

AUTHORIZING SIGNATORY		
Signature	Print	Title/Term of Office
	Charles L. Hunter	Mayor

AUTHORIZED TO SIGN AGREEMENT AMENDMENTS		
Signature	Print	Title
	Charles L. Hunter	Mayor

AUTHORIZED TO SIGN REQUEST FOR REIMBURSEMENT		
Signature	Print	Title
	Charles L. Hunter	Mayor



Subject: Economic Development Grant

Dept. Origin: Administration

Proposed Council Action:

Prepared by: Rob Karlinsey

Authorize the Mayor to receive and execute a WA State Dept. of Commerce pass-through Grant (substantially in the form attached) from the State, through the City, to Metagenics.

For Agenda of: December 13, 2010

Exhibits: Grant documents

Initial & Date

Concurred by Mayor:

CLT 12/10/10

Approved by City Administrator:

ROK

Approved as to form by City Atty:

VIA EMAIL

Approved by Finance Director:

CR 12.8.10

Approved by Department Head: _____

Expenditure	Amount	Appropriation
Required \$20,000	Budgeted \$0	Required: See fiscal note below

INFORMATION / BACKGROUND

The City and the Pierce County Economic Development Board (EDB) have been working with Metagenics to retain and expand its business operations in Gig Harbor. As part of this process, the EDB secured a WA State Department of Commerce economic development grant to assist with the Metagenics relocation and expansion in Gig Harbor. These funds will be used to offset the utility connection fees for the new building currently under construction for the Metagenics expansion. The funds will come from the State and reimburse the City after the City has paid Metagenics the connection fee offset. Metagenics, not the landlord, will be the recipient of these grant funds.

FISCAL CONSIDERATION

This grant will offset \$20,000 of the approximately \$41,000 in utility connection fees paid for the new Metagenics building.

This is expenditure-revenue neutral. No City match is required, and a budget appropriation is necessary at this time. If the grant revenue and corresponding expenditure are received and spent in 2011, a budget amendment may be needed in the fall to account for the expenditure and offsetting grant revenue.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to receive and execute a WA State Dept. of Commerce pass-through Grant (substantially in the form attached) from the State, through the City, to Metagenics.

WASHINGTON STATE DEPARTMENT OF COMMERCE AND
 OFFICE OF FINANCIAL MANAGEMENT
CONSTRUCTION GRANT

1. GRANT RECIPIENT: City of Gig Harbor 3510 Grandview Street Gig Harbor, Washington 98335	2. EFFECTIVE DATE: July 13, 2010	3. END DATE: January 31, 2011
4. GRANT RECIPIENT REPRESENTATIVE: NAME: Rob Karlinsey PHONE: 253-851-6127 FAX: 253-851-8536 EMAIL: karlinseyr@cityofgigharbor.net	5. COMMERCE REPRESENTATIVE: NAME: Karen McArthur PHONE: 360-725-4027 FAX: 360-586-0873 karen.mcarthur@commerce.wa.gov	6. OFM REPRESENTATIVE: NAME: Heidi Hughes PHONE: 360-902-0675 FAX: 360-902-0411 heidi.hughes@ofm.wa.gov
7. SOURCE OF GRANT AWARD FUNDS: <u>Strategic Reserve Fund – \$20,000</u> Total Project Cost – \$41,440	8. GRANT RECIPIENT TAX IDENTIFICATION & SWV NUMBERS: 91-6001435 / SWV 0000349-00	

Summary: Funding assists with sewer and wastewater connections for Metagenics re-location and expansion.

The WASHINGTON STATE DEPARTMENT OF COMMERCE, the OFFICE OF FINANCIAL MANAGEMENT and the GRANT RECIPIENT acknowledge and accept the terms of this GRANT and any attachments and have executed this GRANT as of the date and year written below. The rights and obligations of all parties to this GRANT are governed by this GRANT and other documents attached and incorporated by reference: GRANT Terms and Conditions including Attachment A: Scope of Work, Attachment B: Certification of the Availability of Other Funds to Complete the Project, Attachment C: Budget, and Attachment D: Special Conditions.

FOR THE DEPARTMENT: <hr/> Rogers Weed, Director Department of Commerce <hr/> DATE: <hr/> APPROVED AS TO FORM ONLY: <hr/> Sandra Adix Assistant Attorney General <hr/> DATE:	FOR THE GRANT RECIPIENT: <hr/> Charles L. Hunter, Mayor City of Gig Harbor <hr/> DATE: <hr/> FOR THE OFFICE OF FINANCIAL MANAGEMENT: <hr/> Rebecca R. Riley Contract Services Manager <hr/> DATE:
--	---

GRANT TERMS & CONDITIONS

SECTION 1 - PREAMBLE

This GRANT, entered into by the City of Gig Harbor, (hereinafter referred to as the GRANT RECIPIENT), and the Washington State Department of Commerce (hereinafter referred to as the DEPARTMENT), and the Office of Financial Management (hereinafter referred to as OFM) WITNESS THAT:

WHEREAS, the Washington State Legislature created the Economic Development Strategic Reserve Account under RCW 43.330.250 to be expended to prevent closure of a business or facility, to prevent relocation of a business or facility in the state to a location outside the state, or to recruit a business or facility to the state;

WHEREAS, the Washington State Legislature has appropriated funding for this purpose to the Strategic Reserve Account;

WHEREAS, the DEPARTMENT has the responsibility under RCW 43.330.050(5) to provide financial and technical assistance to the communities of the state, to assist in improving the delivery of federal, state, and local programs, and to provide communities with opportunities for productive and coordinated development beneficial to the well-being of communities and their residents; and

WHEREAS, the Governor has authorized the expenditure and the project for which funds will be expended that meets the statutory requirements outlined in RCW 43.330.250 and is eligible to receive funding.

THEREFORE, the parties mutually agree to the following terms and conditions:

SECTION 2 - SCOPE OF WORK

Over the course of the GRANT period, the GRANT RECIPIENT shall accomplish the activities described in Attachment "A": Scope of Work, which is attached hereto and incorporated into the GRANT by reference.

SECTION 3 - FUNDING

The total funds to be reimbursed to the GRANT RECIPIENT for costs incurred during the GRANT period shall be a sum not to exceed \$20,000.

SECTION 4 - AVAILABILITY OF OTHER FUNDS REQUIRED TO COMPLETE THE PROJECT

The GRANT RECIPIENT certifies in Attachment "B": Certification of the Availability of Funds to Complete the Project that the GRANT RECIPIENT has the financial capacity to complete the project. Attachment "B" is attached hereto and incorporated into the GRANT by reference.

SECTION 5 - BUDGET

An approved budget by category of expenditure is included as Attachment "C": Budget of this GRANT which is attached hereto and is incorporated into the GRANT by reference. The total amount of transfers of funds between line item budget categories shall be as specified in Attachment "C". If the cumulative amount of these transfers is expected to exceed the amount specified in Attachment "C", the total project budget shall be subject to justification and negotiation of a GRANT amendment by the GRANT RECIPIENT, the DEPARTMENT and OFM in advance of expenditure.

SECTION 6 - GRANT PERIOD OF PERFORMANCE

- A. The effective date of this GRANT shall be July 13, 2010, the award date.
- B. Costs to be reimbursed by OFM under this GRANT are those eligible costs incurred during the performance of the GRANT work specified in Attachment "A" on or after July 13, 2010. All work must be completed by January 15, 2011 with the final report on the activities being due no later than January 31, 2011.

SECTION 7 - REIMBURSEMENT PROVISIONS

- A. Funds will be disbursed on a reimbursement basis only.
- B. Only eligible project-related costs will be reimbursed.
- C. In order to obtain reimbursement, the GRANT RECIPIENT shall submit an invoice voucher, on a form provided by the DEPARTMENT and OFM, which identifies the costs incurred for work performed during the reimbursement period. Documentation of expenses is not required with each invoice, but must be available upon request. The invoice must be submitted with a progress report as required in Section 9. Invoices shall reference Commerce Grant Number SRF11-0105-120 and OFM Grant Number K833.
- D. Within ten (10) days after receiving a reimbursement voucher the DEPARTMENT shall approve the voucher and forward the voucher with written approval to OFM for payment. Within ten (10) days after receiving the approved voucher, OFM shall remit to the GRANT RECIPIENT a warrant covering OFM'S share of the costs incurred for work performed, unless the claim is challenged by the DEPARTMENT or OFM.
- E. The final invoice voucher covering costs incurred for work performed on or before January 15, 2011, must be submitted by the GRANT RECIPIENT by January 31, 2011 to allow the DEPARTMENT and the OFM sufficient time to process it. Payment of the final voucher shall be contingent upon the DEPARTMENT'S and OFM'S receipt and approval of any products or deliverables designated in Attachment "A".

SECTION 8 - EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

The GRANT RECIPIENT may be reimbursed for project expenditures in the following cost categories:

- design, architectural, and engineering work;
- building permits/fees;
- archeological/historical review;
- construction labor and materials;
- demolition/site preparation;
- capitalized equipment;
- information technology infrastructure (cables and wiring);
- construction management (from external sources only)*;
- initial furnishings**;
- landscaping; and
- real property when purchased specifically for the project, and associated costs.***

At least 90% of the funds awarded for the project must be used for the construction/equipment/land acquisition portion of the project.

* **Construction management** and observation is on-site management and/or supervision of the work site and workers thereon. This is an eligible project cost. Construction management does not include work typically performed by off-site consultants or consultant organizations, grant writers, project managers, or employees of the grantee, unless the employee is hired solely and specifically to perform on-site construction management as defined above.

**** Furnishings and equipment** are considered eligible project costs as long as the average useful life of the item purchased is 13 years or more.

******* Costs directly associated with property acquisition include appraisal fees, title opinions, surveying fees, real estate fees, title transfer taxes, easements of record, and legal expenses.

SECTION 9 - REPORTS

- A. The GRANT RECIPIENT shall submit quarterly progress reports to the DEPARTMENT which describe the progress made on the activities outlined in Attachment "A". The progress reports will include any schedule updates on activities and updates on when funds will be requested.
- B. The GRANT RECIPIENT shall furnish, along with or prior to submitting the final invoice voucher, the final products, and a Final Report as designated in Attachment "A".

SECTION 10 - GRANT AMENDMENTS

The DEPARTMENT, OFM or the GRANT RECIPIENT may request changes to the GRANT or its provisions. It is agreed and understood that no material or substantive alteration or variation of the terms of this GRANT shall be valid unless made in writing and signed by all parties. Any oral understanding or agreements shall not be binding unless made in writing and signed by all parties.

SECTION 11 - USE OF SUBCONTRACTS

- A. The GRANT RECIPIENT may only subcontract work contemplated under this GRANT if it obtains the prior written approval of the DEPARTMENT.
- B. If the DEPARTMENT approves subcontracting, the GRANT RECIPIENT shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the DEPARTMENT in writing may: (a) require the GRANT RECIPIENT to amend its subcontracting procedures as they relate to this GRANT; (b) prohibit the GRANT RECIPIENT from subcontracting with a particular person or entity; or (c) require the GRANT RECIPIENT to rescind or amend a subcontract.
- C. Every subcontract shall bind the Subcontractor to follow all applicable terms of this GRANT. The GRANT RECIPIENT is responsible to the DEPARTMENT and OFM if the Subcontractor fails to comply with any applicable term or condition of this GRANT. The GRANT RECIPIENT shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this GRANT. In no event shall the existence of a subcontract operate to release or reduce the liability of the GRANT RECIPIENT to the DEPARTMENT or OFM for any breach in the performance of the GRANT RECIPIENT's duties.
- D. Every subcontract shall include a term that the DEPARTMENT, OFM and the state of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.
- E. No prior written approval is required for subcontracting of the actual construction of the Project or of engineering related to the construction of the Project.

SECTION 12 - RECAPTURE PROVISIONS

- A. In the event that the GRANT RECIPIENT expends funds under this GRANT in violation of state laws and/or the provisions of this GRANT, the DEPARTMENT and OFM reserve the right to recapture state funds in an amount equivalent to the extent of the noncompliance.

D. In the event Strategic Reserve Grant funding from state or other sources is withdrawn, reduced, or limited in any way after the effective date of this grant and prior to normal completion, the DEPARTMENT or OFM may terminate the GRANT upon written notice to the GRANT RECIPIENT, subject to renegotiation at the DEPARTMENT'S and OFM'S discretion under those new funding limitations and conditions.

SECTION 17 - GRANT RECIPIENT NOT EMPLOYEE OF DEPARTMENT

The GRANT RECIPIENT, its employees, or agents performing under this GRANT are not deemed to be employees or agents of the DEPARTMENT or OFM in any manner whatsoever. The GRANT RECIPIENT will not hold itself out as or claim to be an officer or employee of the DEPARTMENT, OFM or of the state of Washington and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DEPARTMENT, OFM or of the state of Washington.

SECTION 18 - SURVIVAL

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

SECTION 19 - OWNERSHIP OF PROJECT/CAPITAL FACILITIES

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

SECTION 20 - APPLICABLE LAWS AND REGULATIONS

- A. The GRANT RECIPIENT shall comply with all existing applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.
- B. The project funded under this GRANT may be subject to prevailing wage law (Chapter 39.12 RCW). The GRANT RECIPIENT is advised to consult the Washington Department of Labor and Industries and/or private counsel to determine whether prevailing wages must be paid. The DEPARTMENT or OFM are not responsible for determining whether prevailing wage applies to this project or for any prevailing wage payments that may be required by law.

SECTION 21 - SPECIAL PROVISION

The DEPARTMENT'S or OFM'S failure to insist upon the strict performance of any provision of this GRANT or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any obligation or right under this GRANT.

SECTION 22 - HOLD HARMLESS

The GRANT RECIPIENT agrees to defend, hold harmless, and indemnify the state of Washington, the DEPARTMENT, OFM and their officers, agents, employees, and assigns against any and all damages or claims for damages resulting or allegedly resulting from the GRANT RECIPIENT'S performance or lack of performance under the terms of this GRANT.

SECTION 23 - DISPUTE RESOLUTION

Except as otherwise provided in this GRANT, when a bona fide dispute arises among the parties and it cannot be resolved through discussion and negotiation, any of the parties may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the DEPARTMENT and/or

OFM, a representative appointed by the GRANT RECIPIENT and a third party mutually agreed upon by both parties. The team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

SECTION 24 - GOVERNING LAW AND VENUE

The GRANT shall be construed and enforced in accordance with, and the laws of the state of Washington hereof shall govern the validity and performance. Venue of any suit between the parties arising out of this GRANT shall be the superior court of Thurston County, Washington.

SECTION 25 - SEVERABILITY

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

SECTION 26 - HISTORICAL AND CULTURAL RESOURCES

- A. GRANT RECIPIENT acknowledges that the project funded under this GRANT is subject to Executive Order 05-05, Archaeological and Cultural Resources. The GRANT RECIPIENT agrees to work with the DEPARTMENT and OFM to meet the requirements of Executive Order 05-05 and understands the conditions set forth in the Department of Archaeology and Historic Preservation's recommendations must be satisfied before the DEPARTMENT and OFM will reimburse any project construction costs.
- B. In the event that historical or cultural resources are discovered at the project site during construction, the GRANT RECIPIENT shall immediately stop construction and notify the local historical preservation officer and the state historical preservation officer at the Department of Archaeology and Historic Preservation.

SECTION 27 - REAPPROPRIATION

The parties hereto understand and agree that any state funds not expended by June 30, 2011, will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this GRANT shall be contingent upon the terms of such reappropriation. Such unexpended funds will revert to the Strategic Reserve Fund.

SECTION 28 - ENTIRE AGREEMENT

This GRANT, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this GRANT shall be deemed to exist or to bind any of the parties hereto.

The attachments to this agreement are as follows:

- ATTACHMENT A: Scope of Work, consisting of 1 page;
- ATTACHMENT B: Certification of the Availability of Other Funds to Complete the Project, consisting of 1 page;
- ATTACHMENT C: Budget, consisting of 1 page; and
- ATTACHMENT D: Special Conditions, consisting of 1 page.

ATTACHMENT A: SCOPE OF WORK

Grant Recipient: City of Gig Harbor

Summary: Funding assists with sewer and wastewater connections for Metagenics re-location and expansion. Location: 9627 44th Avenue NW, Gig Harbor, WA 98332

Activities to be Funded:

Connect sewer and wastewater lines from Gig Harbor utilities to Metagenics' connections at property line - \$41,440

Activities of Grant Recipient:

- Assess Metagenics a \$20,000 reduction in connection fees.
- Perform the sewer and wastewater connections.
- Submit final report and reimbursement request to DEPARTMENT.

Deliverables: All activities must be completed on or before January 15, 2011. All deliverables including the final report must be received no later than January 31, 2011. (An electronic copy is preferred using MS Office. If an electronic version is not available, please submit two copies of each product.)

- City of Gig Harbor issued Certificate of Occupancy for the Metagenics' facility.
- Documentation that connection fees assessed to Metagenics are reduced or reimbursed by \$20,000.
- Final Project Report, report format to be provided by DEPARTMENT.

Please submit forms to:

Jerri Smith, Program Coordinator
Dept. of Commerce, Business Services Division
P.O. Box 42525
1011 Plum Street SE
Olympia, WA 98504-2525
jerri.smith@commerce.wa.gov

**ATTACHMENT B: CERTIFICATION OF THE
 AVAILABILITY OF OTHER FUNDS TO COMPLETE THE PROJECT**

Source of Funds	Amount	Status
Non State Funds: Developer fees paid to City of Gig Harbor	\$21,440	Secured
State Funds: Governor's Economic Development Strategic Reserve Account	\$20,000	Secured
TOTAL NON-STATE AND STATE SOURCES:	\$41,440	

CERTIFICATION

The GRANT RECIPIENT, by its signature, certifies that project funding from sources other than those provided by this GRANT and identified above, has either been expended for eligible project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this project as described elsewhere in this GRANT, as of the date and year written below. The GRANT RECIPIENT shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the project, and shall make such records available for the DEPARTMENT and OFM'S review upon reasonable request.

 GRANT RECIPIENT

 TITLE

 DATE

ATTACHMENT C: BUDGET

The budget shall consist of the following elements:

	Strategic Reserve Fund Grant	Other Funds	Total
1. Engineering/Planning	\$0	\$0	\$0
2. Construction	\$20,000	\$21,440	\$41,440
3. Capital Equipment	\$0	\$0	\$0
4. Site Acquisition	\$0	\$0	\$0
TOTAL	\$20,000	\$21,440	\$41,440

Special Budget Provisions:

The total amount of transfers of funds between line item budget categories in this GRANT shall not exceed ten (10) percent of the total budget. If the cumulative amount of these transfers exceeds or is expected to exceed ten (10) percent, the total budget shall be subject to justification and negotiation of a GRANT amendment by the GRANT RECIPIENT, the DEPARTMENT, and OFM in advance of the expenditure.

A sum of ten (10) percent of Strategic Reserve grant funds shall be withheld until all activities and final products defined in Attachment "A" have been successfully completed by the GRANT RECIPIENT and accepted fully by the DEPARTMENT and OFM.

ATTACHMENT D: SPECIAL CONDITIONS

PERFORMANCE REPORTING

After the completion of the project, the GRANT RECIPIENT shall provide for up to five years, annual updates on the economic impact of the project at the DEPARTMENT'S request. The updates shall be in a format acceptable to the DEPARTMENT and OFM and describe, but not be limited to, the private sector employment and investment activity resulting from the project.

CHANGE OF OWNERSHIP OR USE

- A. The GRANT RECIPIENT understands and agrees that any and all real property or facilities acquired, constructed, or rehabilitated using state funds under this GRANT shall be held and used by the GRANT RECIPIENT for the express purpose or purposes stated elsewhere in this grant for a period of at least ten (10) years from the effective date of this GRANT.
- B. In the event the GRANT RECIPIENT is found to be out of compliance with this section, the GRANT RECIPIENT shall repay to the state general fund the amount of the GRANT as stated in Section 3, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized.



STATE OF WASHINGTON

DEPARTMENT OF ARCHAEOLOGY & HISTORIC PRESERVATION

1063 S. Capitol Way, Suite 106 • Olympia, Washington 98501
Mailing address: PO Box 48343 • Olympia, Washington 98504-8343
(360) 586-3065 • Fax Number (360) 586-3067 • Website: www.dahp.wa.gov

December 8, 2010

Ms. Jerri Smith
Capital Programs
Department of Commerce
PO Box 42525
Olympia, Washington 98504

Re: Metagenics Utility Project
Log No.: 120810-01-COMM

Dear Ms Smith:

Thank you for contacting our Department pursuant to Executive Order 0505. We have reviewed the materials you provided for the proposed Metagenics Utility Project at 4514 97th Street NW, Gig Harbor, Pierce County, Washington.

We concur the proposed project will have no effect upon cultural resources.

We would appreciate receiving any correspondence or comments from concerned tribes or other parties that you receive.

In the event that archaeological or historic materials are discovered during project activities, work in the immediate vicinity must stop, the area secured, and the concerned tribe's cultural staff and cultural committee and this department notified.

These comments are based on the information available at the time of this review and on behalf of the State Historic Preservation Officer in compliance with Executive Order 05-05. Should additional information become available, our assessment may be revised, including information regarding historic properties that have not yet been identified. Thank you for the opportunity to comment and a copy of these comments should be included in subsequent environmental documents.

Sincerely,

Robert G. Whitlam, Ph.D.
State Archaeologist
(360)586-3080
Email: rob.whitlam@dahp.wa.gov



Subject: 2011 Contracts for Lobbying Services

Proposed Council Action:

Authorize the Mayor to execute one-year, state & federal contracts for lobbying services with Gordon, Thomas Honeywell.

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: December 13, 2010
Exhibits: Lobbying Agreements

Initial & Date

Concurred by Mayor: CLH 12/8/10
Approved by City Administrator: RJK 12/7/10
Approved as to form by City Atty: _____
Approved by Finance Director: DR 12.7.10
Approved by Department Head: _____

Expenditure	Amount	Appropriation
Required \$111,000	Budgeted \$111,000	Required \$0

INFORMATION / BACKGROUND

There are two proposed contracts for consulting services with Gordon, Thomas Honeywell. The first one is for state lobbying services, and the second contract is for federal lobbying services. These contracts are both one-year in duration (January-December 2011) and are a continuation of this year's services. There is no proposed increase in the cost of these services.

Under these two agreements, GTH will continue to pursue state and federal appropriations requests and will also assist on any policy/legislative matters that may affect the City.

The scope of work is attached as an exhibit to each contract.

FISCAL CONSIDERATION

This item is identified as Objective No. 3 in the 2011 Administration Budget. \$111,000 is included in the 2011 adopted budget for these two contracts--\$36,000 for the state lobbying agreement, and \$75,000 for the federal lobbying agreement.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to execute one-year state & federal contracts for lobbying services with Gordon, Thomas Honeywell.

**WASHINGTON STATE SERVICE
CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
GORDON THOMAS HONEYWELL GOVERNMENTAL AFFAIRS**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Gordon Thomas Honeywell Governmental Affairs, a limited liability corporation organized under the laws of the State of Washington located at 1201 Pacific Ave, Suite 2100 Tacoma, WA 98401 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City desires to obtain lobbying services; and

WHEREAS, the City desires that the Consultant perform services necessary to provide the lobbying services described herein; and

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

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

TERMS

I. Description of Work

The Consultant shall perform all work as described in **Exhibit A**.

II. Payment

A. The City shall pay the Consultant an amount not to exceed Thirty Thousand Dollars (\$36,000), or Three Thousand Dollars (\$3,000) per month, beginning January 1, 2011, for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** beginning on January 1, 2011. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2011.

V. Termination

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

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

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

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

C. All policies and coverage's shall be on an occurrence made basis.

D. 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.

E. 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.

F. 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.

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

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as

may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:

Tim Schellberg
Gordon Thomas Honeywell Gov. Affairs
1201 Pacific Ave., Suite 2100
Tacoma, WA 98401
(253) 620-6500

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

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
President

By: _____
Mayor

Notices to be sent to:
Tim Schellberg
Gordon Thomas Honeywell Gov. Affairs
1201 Pacific Ave., Suite 2100
Tacoma, WA 98401
(253) 620-6500

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

(print or type name)

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

My Commission expires: _____

Exhibit A Scope of Work

The Consultant shall provide the City of Gig Harbor with the following Washington State legislative governmental affair services:

The Consultant shall:

1. Identify and track all legislation relevant to the City of Gig Harbor;
2. Provide the City with frequent reports and updates during the legislative session;
3. Provide monthly updates during the legislative interim.
4. Attend all relevant legislative hearings where the City of Gig Harbor's interests are directly affected;
5. Work throughout the year with the City of Gig Harbor to develop and implement legislative objectives and strategy;
6. Coordinate with City of Gig Harbor officials to testify at relevant legislative hearings; and
7. Lobby to pass, defeat or amend legislation that directly affects the City of Gig Harbor's interests.

In addition to the above, the Consultant shall perform the following specific tasks:

1. Pursue a transportation budget request for Frontage Road along Highway 16.
2. Pursue a capital budget request for maritime pier.
3. Pursue legislation making changes to the hospital benefit zone statute.
4. Pursue legislation seeking an optional impact fee exemption for affordable housing.
5. Ensure that programs important to the City of Gig Harbor are not eliminated through a budget cut.
6. Work with the Association of Washington Cities to further legislation on local government finance.

Exhibit B Billing Rates

As described in Section II of this agreement, a monthly service fee of shall be charged to provide the services described in this agreement. This fee will cover all work performed by Tim Schellberg, Briahna Taylor, and Hallee Sanders, who will serve an administrative assistant role to Mr. Schellberg and Ms. Taylor.

**FEDERAL GOVERNMENTAL AFFAIRS
CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
GORDON THOMAS HONEYWELL GOVERNMENTAL AFFAIRS**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Gordon Thomas Honeywell Governmental Affairs, a limited liability corporation organized under the laws of the State of Washington located at 1201 Pacific Ave, Suite 2100 Tacoma, WA 98401 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City desires to obtain lobbying services; and

WHEREAS, the City desires that the Consultant perform services necessary to provide the lobbying services described herein; and

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

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

TERMS

I. Description of Work

The Consultant shall perform all work as described in **Exhibit A**.

II. Payment

A. The City shall pay the Consultant fees in amount not to exceed Seventy-Five Thousand Dollars and No Cents (\$75,000), or Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$6,250.00) per month, beginning January 1, 2011, for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in

Exhibit B; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** beginning on January 1, 2011. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2011.

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the

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

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

C. All policies and coverage's shall be on an occurrence made basis.

D. 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.

E. 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.

F. 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.

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:

Tim Schellberg
Gordon Thomas Honeywell Gov. Affairs
1201 Pacific Ave., Suite 2100
Tacoma, WA 98401
(253) 620-6500

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

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
President

By: _____
Mayor

Notices to be sent to:
Tim Schellberg
Gordon Thomas Honeywell Gov. Affairs
1201 Pacific Ave., Suite 2100
Tacoma, WA 98401
(253) 620-6500

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

(print or type name)

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

(print or type name)

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

My Commission expires: _____

The Consultant shall provide the City of Gig Harbor with the following Federal Government governmental affair services:

- Identify and track all congressional legislation and budgets relevant to the City of Gig Harbor, and lobby the City of Gig Harbor's position to Congress;
- Identify and track all federal grants that are available to the City of Gig Harbor
- Lobby the Washington State Congressional delegation to pursue one or more congressionally directed funding requests in the FY2012 Congressional Budget, and/or in infrastructure and/or jobs bills.
- Organize for City of Gig Harbor officials, local community leaders and business leaders to support the congressional requests.
- Provide the City with frequent reports and updates;
- Organize events and meetings to promote the City of Harbor to relevant members of the Washington State Congressional delegation.

Exhibit B Billing Rates

As described in Section II of this agreement, a monthly service fee shall be charged to provide the services described in this agreement. This fee will cover all work performed by Dale Learn and three additional Consultant employees may be providing services on this project. They include: Tim Schellberg, who will provide additional congressional governmental affairs support; Nate Potter who will serve in an assistant governmental affairs role in the Washington DC office, and Hallee Sanders will provide an administrative assistant role from the Pierce County office



**Subject: Amended State & Federal
Legislative Agenda for 2011**

Proposed Council Action:

**Approve the Attached State and Federal
Legislative Agendas for 2011**

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: December 13, 2010

Exhibits: State & Federal Legislative
Agendas

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial & Date

CLH 12/9/10

RJK 12/8/10

DR 12.8.10

Expenditure	Amount	Appropriation	
Required	-- Budgeted	--- Required	See Fiscal Consideration

INFORMATION / BACKGROUND

Each year the City advocates for funding and legislative changes that benefit its citizens and its operations. The City Council approved the City's 2011 State and Federal Legislative Agenda at its October 11, 2010 City Council meeting. Since then, further review of what is needed for Hospital Benefit Zone legislation has resulted in a further refinement of the City's proposed legislation. In addition, the political and economic climates have resulted in the proposed removal of two items from the State legislative agenda. Revisions are shown on the attached document. There are no proposed changes in the Federal legislative agenda.

FISCAL CONSIDERATION

Not affected.

BOARD OR COMMITTEE RECOMMENDATION

The State and Federal legislative agendas for 2011 have been discussed with the Intergovernmental Affairs Committee.

RECOMMENDATION / MOTION

Move to: Approve the Attached State and Federal Legislative Agendas for 2011, as amended.

City of Gig Harbor
State Legislative Agenda for the 2011 Legislative Session

Priority Legislative Agenda Items:

1. Frontage Road

The City would like to request funding to complete design and construction of the frontage road along Highway 16. During the 2010 legislative session, the Legislature allocated \$235,000 in the Supplemental Transportation Budget to the design of frontage road. Upon WSDOT's completion of this design work, the cost of constructing the road can be determined and the City's request can be further refined.

2. Maritime Pier

The City would like to request \$390,000 in the 2011-13 Capital Budget for the construction of a public Maritime Pier along the waterfront. Details regarding this request are forthcoming.

3. Pursue changes to the Hospital Benefit Zone Statute

Currently, the laws governing the hospital benefit zone provide for an automatic state appropriation to the City to make improvements in the hospital benefit zone. In order to receive this funding, the City must provide a local match. There are three changes that the City would like to make to this statute:

- a. Bank Local Match: If the City contributes more money to the hospital benefit zone than is necessary to fulfill its local match, the City would like the excess amount to retroactively or proactively "bank" or count towards local match dollars in future years. City-funded projects in the zone after 2006 and before the enacting of the tax should count as banked local match.
- b. Project List. The City would like to have the flexibility to amend the HBZ project list without having to re-form the zone.
- c. "Local Match" Definition. Broaden the definition of local share to include federal grants and appropriations.

4. ~~Change to the distribution of Funding to Municipal Authorities for State Leased Tideland~~

~~Harbor area or tideland that is state leased generates revenue that the state collects and then distributes a "reimbursement of rent" to towns. The remainder of the revenue (collected from cities and counties) is distributed through a competitive grant process. The City will seek a legislative change to add small cities, under 10,000 in population, to the automatic distribution that occurs for towns. [Given current political and economic conditions, this proposed bill is on hold until further notice.]~~

Deleted: two

Deleted:

Deleted: Bank State Funding: If the City does not use the distribution of funding it receives each year from the state, it would like to carry this funding over into future years. This eliminates the 'use it or lose it' nature of the appropriation and allows the City to accumulate a larger amount of money to complete more significant infrastructure projects. The 30-year limit on the HBZ would still apply.

Formatted: Bullets and Numbering

Support/Endorse

1. Impact Fee Exemption for Affordable/Low-Income Housing

The City supports legislation allowing jurisdictions the option to exempt affordable/low-income housing from impact fees. Last year, this legislation was introduced (HB 2566) and passed the House, but died in the Senate Rules Committee. Included with this proposed legislation, cities need the authority to narrow/limit the exemption as they deem necessary.

2. GMA Comprehensive Plan Update Deadline Extension

Pursue GMA Comprehensive plan legislation that realigns the deadline to every 10 years, rather than every 7. This aligns more closely with census data as it is released. This follows up on legislation passed in 2010 that temporarily extended the deadline for completing comprehensive plans. The City will support AWC's efforts.

3. Streamlined Sales Tax Mitigation Funding

As the legislature looks at making cuts in the 2011-13 Operating Budget, the City urges the state to maintain funding to the streamlined sales tax mitigation account. The Governor's Budget made cuts to this account, but only to the surplus funding so the mitigation payments remained intact.

4. Mutual Aid Agreement for Building Safety Officials

The building officials association is working with AWC on a proposal that establishes a statewide facilitated agreement allowing building inspectors and other building officials to provide disaster assistance when requested by another jurisdiction.

~~5. Cities' Use of Volunteers~~

~~AWC is pursuing legislation that would clarify cities' ability to use volunteers without interference from collective bargaining units. *[This proposal is currently not being moved forward by AWC]*~~

6. Public Records Reform

AWC is looking at a variety of public records reform proposals. The City has forwarded some ideas onto the AWC subcommittee that will narrow down the proposals. The City will likely support the public records reform proposals stemming from the AWC legislative agenda process.

City of Gig Harbor

Federal Legislative Agenda

2011

1. Federal Transportation Reauthorization Funding for BB16 Network Improvements:
\$10 million
2. Maritime Pier: \$445,000
3. Acquire sand spit property (where the light house is located at the mouth of the Harbor) from the U.S. Coast Guard

Deleted: Fisherman's

Subject: Gig Harbor BoatShop (GHB) First Amendment to Lease Agreement of Eddon Boat Building.

Proposed Council Action: Approve and authorize the Mayor to execute the First Amendment to the Eddon Boat Building Lease Agreement with GHB that adds the reconstructed Pier, Ramp and Float to their 20-Year Lease, substantially in the form attached.

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton
Special Projects *AS*

For Agenda of: December 13, 2010

Exhibits: Agreement and Exhibit

Concurred by Mayor:	Initial & Date <i>CH 12/9/10</i>
Approved by City Administrator:	<i>POK</i>
Approved as to form by City Atty:	<i>RY emali</i>
Approved by Finance Director:	<i>DK</i>
Approved by Department Head:	_____

Expenditure	Amount	Appropriation
Required \$ n/a	Budgeted \$ n/a	Required \$ n/a

INFORMATION / BACKGROUND

The City acquired the Eddon Boat Park property in 2004. After the Eddon Boat Building was restored through a Heritage Grant, it was leased to the Gig Harbor BoatShop in 2007 for the purpose of carrying on the boat building's traditional use. GHB committed to a minimum of 450 hours of programming in the first year and a minimum of 900 hours per year in subsequent years for the following activities:

- Boat building, repair, and restoration workshops and apprenticeship programs,
- Maritime skills programs (e.g. navigation, power vessel handling, marine photography)
- Public presentations (e.g. skills demonstrations)
- Craft-on-the-water skills and field trip programs
- Vessel documentation projects
- School outreach programs (e.g. tours, apprentice-for-a-day)
- Year round interpretive signs and displays
- Observation area(s) where the public can view boat building and educational activities
- Retail sales of items related to maritime heritage activities

In return for GHB's services for public access and enjoyment, GHB entered into a lease to occupy the building for 20 years at one dollar per year ending June 30, 2027. Under the

terms of Section 3 of the 2007 Lease Agreement, GHB was given the opportunity to negotiate an addendum to the Lease once the Marine Railways, Pier, Ramp and Float were reconstructed. A Phase II Heritage Grant from the Washington State Historical Society was used to reconstruct the Pier, Ramp and Float in 2010. That work was completed this month. The request to add GHB's use of this area is described in the attached First Amendment and Exhibit.

The Amendment allows use of the Pier, Ramp and Float by GHB for boat building programs and activities. The City maintains full use of the facility for special events and other City needs. Signage on the float provides public use to small watercraft for transient moorage.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION / MOTION

Move to: Approve and authorize the First Amendment to the Gig Harbor BoatShop Lease for use of the reconstructed Pier, Ramp and Float.

**FIRST AMENDMENT
TO
LEASE AGREEMENT BETWEEN
THE CITY OF GIG HARBOR AND
GIG HARBOR BOATSHOP**

THIS FIRST AMENDMENT to the Lease Agreement between the City of Gig Harbor and the Gig Harbor BoatShop entered on August 21, 2007 (the "Agreement"), is made and entered into as of this _____ day of _____, 2010, by and between the CITY OF GIG HARBOR, a Washington municipal corporation (the "City"), and the GIG HARBOR BOATSHOP, a Washington non-profit corporation ("GHB"), collectively referred to as the "parties."

RECITALS

WHEREAS, the City currently leases to GHB the property located at 3805 Harborview Drive, Gig Harbor, WA, which includes the building commonly known as the Eddon Boat Building; and

WHEREAS, the City is constructing a pier, ramp and float at the same location, to be completed in 2010; and

WHEREAS, GHB proposes that the Agreement be amended to include use of the pier, ramp and float for Gig Harbor BoatShop program and event-related activities as defined in the Agreement; and

WHEREAS, the City desires to reserve the right to use the pier, ramp and float or any portion thereof at no cost for special events and other City needs in coordination and consideration of GHB's schedule of events and programming; and

WHEREAS, the benefits derived by the public from GHB's activities (as specifically detailed in Section 5 of the Agreement) are sufficient to allow the use of the pier, ramp and float;

NOW, THEREFORE, in consideration of the mutual promises below, the parties hereby amend the Agreement as follows:

AMENDMENTS

Section 1. Purpose and Identification of the Premises. Section 1 of the Agreement is amended to read as follows:

The purpose of this Agreement is to lease the portion of the Eddon Boat property outlined on the maps marked Exhibit A and Exhibit C, which are

attached hereto and incorporated by reference. The legal description of the Property is:

Section 5, Township 21, Range 2, Quarter 33: COM AT MC AT NW COR LOT 7 TH S 41 DEG 03 MIN E 75.21 FT ALG ML TH S 26 DEG 03 MIN E 200 FT TO TRUE POB TH CONT S 26 DEG 03 MIN E 125.5 FT TH S 19 DEG 49 MIN W 79 FT TH S 50 DEG 55 MIN W 162.65 FT TO HWY TH NLY ALG ELY LI HWY TO PT S 54 DEG 48 MIN W FROM POB TH N 54 DEG 48 MIN E 145 FT TO POB TOG/W TDLDS ABUTT.

The leased portion includes what is commonly known as the Eddon Boat Building and the pier, ramp, and float located on the property. In addition to the Eddon Boat Building and the pier, ramp, and float, this Lease shall include the non-exclusive right to use the parking areas and driveway shown on Exhibit A, along with reasonable egress and entry from the Eddon Boat Building and the pier, ramp, and float. The area shown in the outline on Exhibit A and C is defined to be the "Premises." The leased area does not include the tidelands adjacent to the Premises.

Section 4. Inspection. GHB represents that it has inspected the pier, ramp, and float portion of the Premises and accepts them "as is." All other terms of Section 4 shall apply to the pier, ramp, and float.

Section 17. Insurance. All insurance requirements listed in the original lease remain the same and shall apply to the lessee's use of the pier, ramp and float portion of the premises as outlined in this addendum.

Section 18. Care of Premises. The second paragraph of Section 18 is amended to read as follows:

HVAC/heating maintenance, fire sprinkler system maintenance, plumbing, electrical, pest control, roof maintenance, exterior painting, foundation, furnace maintenance and any general maintenance repairs the sum for which exceeds \$1,000 annually will be paid by the City. The City shall have the discretion to determine which activities shall be done, when they shall be done and the extent of such repair and/or maintenance. In addition, the City shall perform and pay for all maintenance required for the pier, ramp, and float portion of the Premises. The City will notify the Lessee prior to conducting such maintenance and will attempt to schedule the construction or work so as not to unduly interfere with the Lessee's activities. The City retains the authority to conduct the maintenance or repair work at its discretion if scheduling cannot be mutually arranged. Lessee shall be responsible for all repairs required as a result of damage caused by the Lessee, its employees, volunteers, permittees and invitees.

Section 21. Access. Section 21 of the Agreement is amended to read as follows:

Lessee shall allow Lessor, its officials, employees, and agents free access at all reasonable times to the Premises in addition to the access required for environmental matters in Section 10. Nothing herein shall prevent the City's access or free use of the remainder of the Eddon Boat Property. Areas of public access are shown in Exhibit B, attached hereto and incorporated herein by this reference. In addition, the Lessee acknowledges that the Lessor reserves the right to use the pier, ramp and float portion of the Leased Premises at no cost for special events and other City needs in coordination and consideration of GHB's schedule of events and programming.

Section 24. Signs. In accordance with Section 24 of the Agreement, the Lessor agrees to placement of the following signs:

(1) Two signs, one each posted at the southernmost and northernmost side of the float, to read: "3-Hour Transient Moorage - Dinghies/Kayaks/Canoes, Bow Tied Only."

(2) One sign, posted on the easternmost side of the float, to read: "Reserved for GHB"

The signs will be placed and paid for by the Lessor. In addition, Lessee may post temporary signage or cones for special events and programs at the northernmost side of the float.

EXCEPT AS EXPRESSLY MODIFIED BY THIS FIRST AMENDMENT, ALL TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date first written above.

CITY OF GIG HARBOR

GIG HARBOR BOATSHOP

By: _____
Mayor Charles L. Hunter

By: _____
Its: _____

APPROVED AS TO FORM:

Angela S. Belbeck, City Attorney
STATE OF WASHINGTON)

COUNTY OF PIERCE) ss.
)

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
BOATSHOP, 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: _____

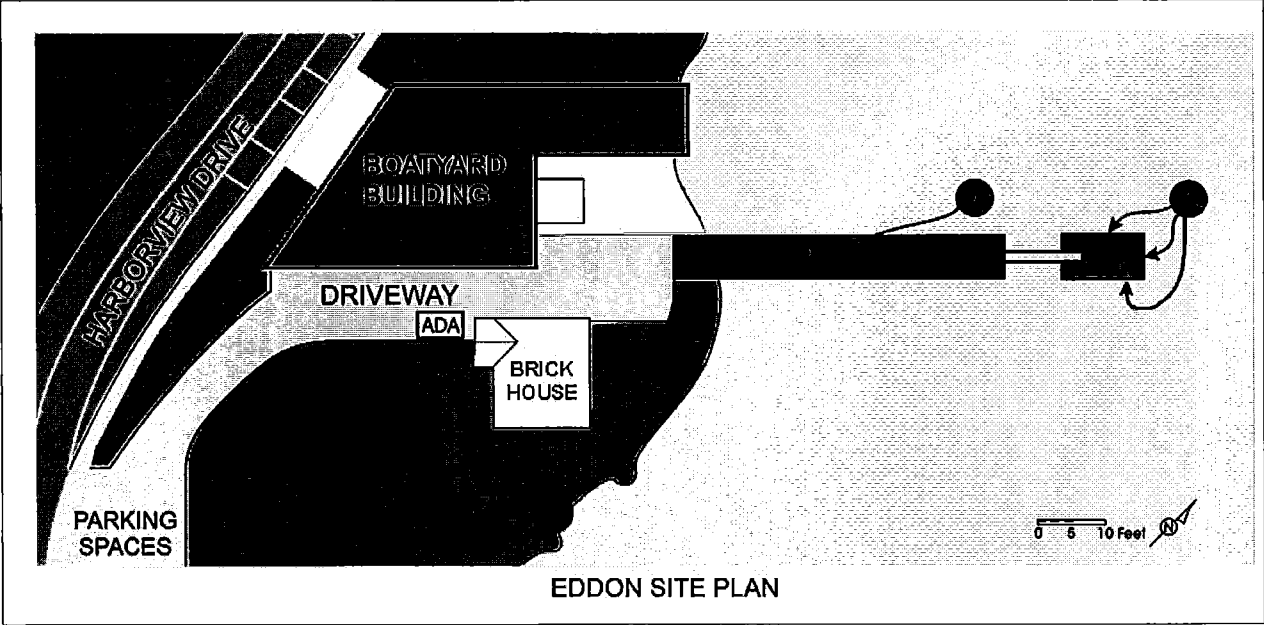
STATE OF WASHINGTON)
COUNTY OF PIERCE) ss.
)

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 C



Gig Harbor BoatShop will have new access to the Pier (#1) and the Float (#2) with dedicated use as provided under Section 24. Signs.



Subject: Transportation Improvement Board (TIB) Grant Award – Rosedale St / Cushman Trail to Skansie Ave.

Dept. Origin: Public Works/Engineering

Prepared by: Stephen Misiurak
City Engineer

Proposed Council Action: Authorize the Mayor to sign the Grant Agreement and Project Funding Status form as presented.

For Agenda of: December 13, 2010

Exhibits: Grant Agreement
Project Funding Status Form

Initial & Date

Concurred by Mayor:

CLH 12/9/10

Approved by City Administrator:

PSK 12/9/10

Approved as to form by City Atty:

by email 12/9/10

Approved by Finance Director:

DF 12.9.10

Approved by Department Head:

12/10/10

Expenditure	Amount	Appropriation
Required See Fiscal Consideration Below	Budgeted	Required

INFORMATION / BACKGROUND

The Washington State Transportation Improvement Board has awarded a grant for the above project in the amount of \$200,000. The City was one of 14 other projects selected Statewide for funding out of a total of 32 project submitted Statewide.

Improvements under this project will consist of curb, gutter and sidewalk on the north side of the roadway between Shirley Avenue to Skansie Avenue.

The City Attorney has been given a copy of the agreement for review and has approved it to form.

FISCAL CONSIDERATION

The total project cost including construction and engineering is \$646,000. The project is unbudgeted in 2011. However, the City will review the general fund ending fund balances in February 2011 and make a recommendation to Council for consideration of award of design in 2011 in the estimated amount of \$75,000 should the ending fund balance have sufficient monies available. In discussions with TIB, the City must use these grant funds within two years of selection by November 2012 or forfeit the grant funds.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to sign the Grant Agreement and Project Funding Status form as presented.



LEAD AGENCY:	GIG HARBOR
PROJECT NUMBER:	P-P-127(P03)-1
PROJECT TITLE:	Rosedale Street NW
PROJECT TERMINI:	Cushman Trail to Skansie Ave

1.0 PURPOSE

The Washington State Transportation Improvement Board (hereinafter referred to as "TIB") hereby grants funds for the project specified in the attached documents, and as may be subsequently amended, subject to the terms contained herein. It is the intent of the parties, TIB and the grant recipient, that this Agreement shall govern the use and distribution of the grant funds through all phases of the project. Accordingly, the project specific information shall be contained in the attachments hereto and incorporated herein, as the project progresses through each phase.

This Agreement, together with the attachments hereto, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the parties and supercedes all previous written or oral agreements between the parties.

2.0 PARTIES TO AGREEMENT

The parties to this Agreement are TIB, or its successor, and the grant recipient, or its successor, as specified in the attachments.

3.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through completion of each phase of the project, unless terminated sooner as provided herein.

4.0 AMENDMENTS

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

5.0 ASSIGNMENT

The grant recipient shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The grant recipient is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the grant recipient's other rights under this Agreement.

6.0 GOVERNANCE & VENUE

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



7.0 TERMINATION

7.1 UNILATERAL TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

7.2 TERMINATION BY MUTUAL AGREEMENT

Either party may terminate this contract in whole or in part, at any time, by mutual agreement with a 30 calendar day written notice from one party to the other.

7.3 TERMINATION FOR CAUSE

In the event TIB determines the grant recipient has failed to comply with the conditions of this Agreement in a timely manner, TIB has the right to suspend or terminate this Agreement. TIB shall notify the grant recipient in writing of the need to take corrective action. If corrective action is not taken within 30 days, the Agreement may be terminated. TIB reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the grant recipient from incurring additional obligations of funds during the investigation of the alleged compliance breach and pending corrective action by the grant recipient or a decision by TIB to terminate the Agreement. The grant recipient shall be liable for damages as authorized by law including, but not limited to, repayment of misused grant funds. The termination shall be deemed to be a Termination for Convenience if it is determined that the grant recipient: (1) was not at fault, or (2) failure to perform was outside of the grant recipient's control, fault or negligence. The rights and remedies of TIB provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

7.4 TERMINATION FOR CONVENIENCE

TIB may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part, because federal or state funds are no longer available for the purpose of meeting TIB's obligations, or for any reason. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

7.5 TERMINATION PROCEDURE

Upon receipt of notice of termination, the grant recipient shall stop work and/or take such action as may be directed by TIB.



8.0 AVAILABILITY OF TIB FUNDS

The availability of Transportation Improvement Board funds is a function of Motor Vehicle Fuel Tax collections and existing contractual obligations. The local agency shall submit timely progress billings as project costs are incurred to enable accurate budgeting and fund management. Failure to submit timely progress billings may result in delayed payments or the establishment of a payment schedule.

9.0 ATTACHMENTS

Attachments are incorporated into this agreement with subsequent amendments as needed.

Approved as to Form
This 14th Day of February, 2003
Rob McKenna
Attorney General

By:

Signature on file

Elizabeth Lagerberg
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Signature of Chairman (Mayor) Date

Executive Director Date

Charles L. Hunter

Print Name

Print Name

Attachment 1

Project Funding Summary

Project Information

Lead Agency **GIG HARBOR**
Project Number **P-P-127(P03)-1**
Project Title **Rosedale Street NW**
Project Termini **Cushman Trail to Skansie Ave**

TIB funds for the project are:

Phase	TIB Funds
Design	0
Right of Way	0
Construction	200,000
Total Grant	<hr/> 200,000



Transportation Improvement Board
Project Funding Status Form

Agency: **GIG HARBOR**

TIB Project Number: **P-P-127(P03)-1**

Project Name: **Rosedale Street NW**
Cushman Trail to Skansie Ave

Verify the information below and revise if necessary.

Return to: **Clint Ritter**
 Transportation Improvement Board
 PO Box 40901
 Olympia, WA 98504-0901

PROJECT SCHEDULE

	Date Shown on Application	Revised Dates
Construction Approval Date	Jun 2011	May 2012
Contract Bid Award	Jul 2011	Jun 2012
Contract Completion	Sep 2011	Sep 2012

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
GIG HARBOR	445,730	
WSDOT	0	
Federal Funds	0	
TOTAL LOCAL FUNDS	445,730	

Both agency officials must sign the form before returning it to the TIB office.

Mayor or Public Works Director

 Signature
 Charles L. Hunter
 Printed or Typed Name

 Date
 Mayor
 Title

Financial Officer

 Signature
 David Rodenbach
 Printed or Typed Name

 Date
 Finance Director
 Title

STATE OF WASHINGTON

County of Pierce

ss.

OATH OF OFFICE

I, Carson Abell, do solemnly swear that I am a Citizen of the United States and of the State of Washington; that I will support the Constitution and Laws of the United States and the Constitution and Laws of the State of Washington, and will to the best of my judgment, skill, and ability, truly, faithfully, diligently and impartially perform the duties of the office of Gig Harbor Police Officer for the City of Gig Harbor, as such duties are prescribed by law, so help me God.

CARSON ABELL

Subscribed and sworn to before me this 13th day of December, 2010.

CHARLES L. HUNTER, MAYOR
CITY OF GIG HARBOR

STATE OF WASHINGTON

County of Pierce

ss.

OATH OF OFFICE

I, Lynn Mock, do solemnly swear that I am a Citizen of the United States and of the State of Washington; that I will support the Constitution and Laws of the United States and the Constitution and Laws of the State of Washington, and will to the best of my judgment, skill, and ability, truly, faithfully, diligently and impartially perform the duties of the office of Reserve Police Officer for the City of Gig Harbor, as such duties are prescribed by law, so help me God.

LYNN MOCK

Subscribed and sworn to before me this 13th day of December, 2010.

CHARLES L. HUNTER, MAYOR
CITY OF GIG HARBOR

September 8, 2010

Mr. Dick J. Bower
Building/Fire Safety/Emergency Management Dir.
City of Gig Harbor
3510 Grandview St.
Gig Harbor, WA 98335

201 Park Washington Court
Falls Church, VA
22046-4527 USA
Phone 703-538-1795
Fax 703-241-5603
Email: info@iaem.com
URL: www.iaem.com

Dear Mr. Bower:

Congratulations! Dick J. Bower, CEM[®], has this year earned recognition from the International Association of Emergency Managers by being among the group of professionals designated Certified Emergency Manager (CEM[®]). This is the highest honor of professional achievement available from the Association which has in its membership more than 4,500 emergency managers representing local, state, and federal, private and military emergency managers.

Dick qualified as a CEM[®] by submitting an extensive credentials package giving personal and professional background achievements and successfully completing a Management Essay and a written examination. In order to maintain certification, he must continue a program of professional development over successive five-year periods in the future. Thus, this is an honor neither easily earned nor maintained.

The CEM[®] designation presently is held by 964 men and women in the emergency management profession. As a CEM[®], Dick J. Bower demonstrated a high level of competence and ethical fitness for emergency management. Your organization is to be commended for having a professional of this caliber on staff.

I hope that you will find an opportunity to share with your officials this singularly high achievement that Dick J. Bower, CEM[®] has attained for it reflects credit upon both your organization and Dick.

Sincerely,



Gordon Deno, CEM[®]
CEM[®] Commission Chair

cc: Dick J. Bower, CEM[®]



The International Association of Emergency Managers

Has conferred upon
Dick J. Bower

C E R T I F I E D 2 0 1 0
the designation of

Certified Emergency Manager (CEM®)

*for meeting criteria in the area of references, experience,
education, training, contributions to the profession and
an essay/examination relevant to emergency management.
Maintenance of the CEM® occurs every five years.*

--	--	--	--	--



G. R. Cox, Jr.
G. R. Cox, Jr., CEM®
IAEM Chairman

Gordon Dero
Gordon Dero, CEM®
2010 CEM® Commission Chair

CERTIFICATE OF ACHIEVEMENT
ACCREDITED CODE OFFICIAL

IS AWARDED TO

Dick J. Bower, CBO, ACO

HAS MET THE REQUIREMENTS TO BE CERTIFIED AS A
WABO ACCREDITED CODE OFFICIAL



NOVEMBER 2010





Business of the City Council
City of Gig Harbor, WA

Subject: Second Reading of Ordinance -
Temporary Signs in the C-1 Zoning District /
Sign Area 2

Proposed Council Action: Adopt
ordinance

Dept. Origin: Planning

Prepared by: Jennifer Kester
Senior Planner

[Handwritten signature]

For Agenda of: December 13, 2010

Exhibits: Ordinance

Initial & Date

Concurred by Mayor:

[Handwritten: CLK 11/30]

Approved by City Administrator:

[Handwritten: JSK]

Approved as to form by City Atty:

[Handwritten: VIA E-MAIL]

Approved by Finance Director:

[Handwritten: DR 11/30/10]

Approved by Department Head:

[Handwritten: TD 11/24/10]

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values are 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

Move to: Adopt ordinance

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 November 22, 2010; and

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

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

Section 1. 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:



Subject: Public Hearing: Maritime Pier Parking Lot and Pier Conceptual Design

Proposed Council Action:

Hold Public Hearing – No Council action requested at this time.

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: November 22, 2010

Exhibits: Recent Correspondence

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: RJK 11/18

Approved as to form by City Atty: N/A

Approved by Finance Director: N/A

Approved by Department Head: _____

Expenditure Required	Amount Budgeted	Appropriation Required
TBD		

INFORMATION / BACKGROUND

Following the purchase of the Old Stutz Fuel Facility also known as the Madison Shores site earlier this year, the Mayor and city administrator presented a "Path Forward" memo to City Council to identify development objectives, stakeholders and a proposed timeline. On July 26th, Council approved this direction via the Sitts & Hill consultant agreement. In brief, Sitts & Hill was hired to develop plans to construct a parking lot, restroom, sidewalk and landscaped public space on the waterfront. In addition, the consultant was asked to develop a conceptual design for a pier*. At the November 8th City Council meeting, staff presented a status update on the Project.

The status update included a review of the property purchase, site constraints, project budget, and conceptual drawings of both the parking lot and the pier. Staff recommended that the City continue to finalize the parking lot design with a conceptual pier that would maximize permissible over-water coverage. Staff also recommended that on a separate but parallel track, the City engage stakeholders on the ultimate design and uses of the pier. This parallel track would take a balanced, holistic approach, considering input from various stakeholders.

In addition, members of the public offered the following considerations during the November 8th meeting:

- A representative from the Gig Harbor Historic Waterfront Association presented a request to create a multi-use pier, including fuel services, at this location.
- The owner of the Tides Tavern requested that his existing storage shed located within city right-of-way remain. He suggested that the proposed restroom be relocated and

combined to house a new structure (restroom/storage building) that would be full part or in full) by the Tides Tavern. Council directed that staff identify the impacts of his proposal. An amendment to the project consultant's contract to do this work is on the November 22 consent agenda. It is anticipated that the consultant's findings will be presented at the December 13 City Council meeting.

As a result of additional meetings with stake holders since the November 8th City Council meeting, staff recommends the following next steps:

1. Hold the public hearing on November 22nd and receive testimony and input from the public.
2. Direct staff to hold a meeting with stakeholders to recommend a conceptual layout for the pier. This meeting should take place prior to December 13.
3. At the December 13 City Council meeting, staff will report back and ask for Council direction on the following:
 - a. Sitts & Hill's analysis and layout of the Tides Tavern restroom/shed proposal
 - b. A conceptual pier layout resulting from the meeting with stake holders

Once the City Council provides direction on the parking lot layout and conceptual pier layout, then staff can continue to work with Sitts & Hill to finalize the parking lot design and permitting for the site.

Because there are no funds currently identified to design and build the pier, staff recommends that no further pier design and analysis be performed until funds do become available. In 2011, the City will be submitting appropriations requests to both the State and Federal Government for the future pier.

FISCAL CONSIDERATION

Funds are currently identified and budgeted to design and build the parking lot portion. No funds are identified to design and construct the pier.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Public Hearing Only. Council Action Requested at the December 13 City Council meeting.

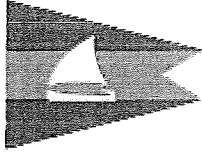
*The term "pier" is used loosely in this Council Bill to mean pier, dock, float, or any combination thereof, depending on the ultimate design.

cc: Mayor + City Council
- Rob

Old Business - 2
Page 3 of 6

RECEIVED
NOV 11 2010

CITY OF GIG HARBOR



Gig Harbor Yacht Club
P.O. Box 22
Gig Harbor, WA 98335
253-851-1807
www.gigharboryc.com

November 9, 2010

Mayor Chuck Hunter
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
Attention: Rob Karlinskey, City Administrator

Re: Fuel Dock Initiative

Dear Mr. Karlinskey,

It is our understanding the City is considering the possibility of adding a fuel dock in the harbor.

It would definitely be more convenient for both our members and other boaters visiting our harbor to be able to refuel their boats in Gig Harbor instead of having to go over to Tacoma or Des Moines.

With this letter, the Board of Trustees for the Gig Harbor Yacht Club would like to state that it is very much in support of this possible addition to our community.

Very truly yours,

A cursive handwritten signature that reads "Yolanda Essig".

Yolanda Essig
Commodore

11/16/10

To: Rob Karlinsey, City of Gig Harbor Administrator

From: Tom & Dave Morris (stakeholders to Stutz property proposals)

RE: update on our requested input into this project

Greetings Rob:

Thank you for arranging a meeting with myself and my brother Tom last month regarding his dock and tidelands. Tom is an adjacent owner & apparent stakeholder in the planning or process involved in developing the former Stutz property—and he requests that I help represent him in this effort.

While we have status as stakeholders in this project, we are also City taxpayers & long time area residents. After reviewing the existing Sitts & Hill drawings for the proposed Fishermans Pier—we would like to make a few suggestions as follows:

- 1. We prefer, as has already been suggested, that this project be named as a “Maritime Pier” project which projects a broader public use potential than a limited Fishermans Pier project.**
- 2. We suggest that the City consolidate ALL of the comments & suggestions received from the Stakeholders-- and without involving expensive engineering etc., the City could authorize development of some low cost sketches or drawings that can show the broad public use potential for the site that respects the rights of its adjacent owners while maximizing the use of the uplands and tidelands.**
- 3. Once consensus is reached relative to the sketches—they can ultimately be converted into engineered drawings for review and permit submittal.**

We feel that the above 3 steps, or a modification of them, may be more in line with what the Council originally intended.

The various suggested potential uses for the property development that we are aware of include the following:

- . Fishermans Pier (loading/unloading dock)**
- . Public Parking**
- . Marine Fuel Facility**
- . Transient moorage**

- . **Dinghy/kayak dock facility**
- . **Public Restroom**
- . **Marine pump out facility**
- . **Public laundry facility**
- . **Access dock for tour boats**
- . **Gig Harbor police boat dispatch location**
- . **Responder location for marine emergencies**
- . **Small marine supply and/or fresh seafood store**

As dock owners ourselves on a small scale—we are sensitive to time and cost parameters for permitting and construction. We believe that a completed/ “vested” application for construction be completed during 2011. This application should incorporate, to the extent possible, the design and use requests of the stakeholders, the City Council, and other interested members of the public.

We also believe that an accelerated construction schedule for the parking lot (during 2011) is possible, PROVIDED that there is a plan to allocate a location, if not install, either underground or above ground, fuel tanks—in the event that the marine fuel facility becomes part of the final design. And, of course, there would need to be finality with respect to the location of the new public restrooms, and how they relate to the Tides Tavern and the pre-existing storage shed adjacent to it.

To conclude—we are thrilled that the City has acquired this rare property—and that we now have an opportunity to express our thoughts and, if requested, assist with the site planning.

**Best Regards,
Dave & Tom Morris ph# 853 2565.
Owners of the Morris Dock, adjacent & North of the old Stutz dock.**

CC: City council, GHHWA attn: Gary Glein

From: Gary Glein [mailto:gaglein@yahoo.com]
Sent: Monday, November 08, 2010 11:19 AM
To: Karlinsey, Rob
Cc: Gary Glein
Subject: Council Meeting - Tonight - Stutz

Rob:

I need your comments and direction for tonight.

Attached is a "cleaned up" discussion sketch on the site. Should this be a PowerPoint overhead and/or a handout (or sent to council in advance)?

Below is a topic outline of things that might be relevant to describe our committee's role and work. I am assuming this will be just a few minutes. I could do a couple of PowerPoint outline pages, have a handout or just speak from the outline.

Tell me what you'd like me to do.

When do you think this will be covered? My plan tonight is to skip the 5pm bowling match and come to the council at 5:30. Do you suggest otherwise?

Gary Glein
514-8152
gaglein@yahoo.com

Gig Harbor Historic Waterfront Association
Economic Development Committee

Economic Vitality Consistent with Community Character

The Stutz waterfront property - uses

- Added parking for downtown area of highest need
- Boating uses are a significant "Economic Driver"
- May be the last & best possible location for a marine fuel dock

Economic Development Committee has studied:

- Parking availability & use by area
- Economic impact of boating activities
- Marine fuel dock feasibility and economics
- "Brainstormed" potential uses for the Stutz property

The Committee concluded:

- This is a significant opportunity for the city and downtown
- A variety of uses should be considered
- Engineering criteria should include potential fuel dock needs
- A fuel dock in most communities is a public-private partnership

Site and Water conceptual layout for discussion

- Marine oriented vehicle parking
- Public restrooms
- Commercial fishing boat & public viewing pier
- Float for dinghy's & kayak's
- Short term stay float for:
 - Pleasure boats
 - Tour & commuting boats
- Marine fuel dock



Business of the City Council
City of Gig Harbor, WA

Subject: 2011 Planning Commission Work Program

Proposed Council Action: Review recommendations and set the Planning Commission 2011 work program.

Dept. Origin: Planning

Prepared by: Jennifer Kester
 Senior Planner

For Agenda of: December 13, 2010

Exhibits: Planning's Multi-year Long Range Work Program

Initial & Date

Concurred by Mayor:

CLH 12/8/10

Approved by City Administrator:

RJK 12/7/10

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head:

TD 12/7/10

Expenditure	Amount	Appropriation
Required 0	Budgeted 0	Required 0

INFORMATION / BACKGROUND

The Planning Commission is expected to complete their review of the Shoreline Master Program early next year. In anticipation of the conclusion of the Commission's review, their work program for 2011 needs set by the Council. Given the heavy schedule of Planning Commission meetings during 2010, planning staff is recommending the Commission get a one month break once their review of the Shoreline Master Program is finished. This means that the earliest any new text amendments can be reviewed by the Commission is sometime in March. March is also the earliest staff would be prepared to begin new text amendments given several priority current planning projects. In addition, we expect the Planning Commission to take a break from text amendment review in the months of June and July to review the 2011 Comprehensive Plan amendments.

Planning's Multi-year Long Range Work program is enclosed. This program was first presented to the Council at your September 24th retreat. The Mayor, Planning and Building Committee and Planning Commission have reviewed this and provided their recommendations on which text amendments should be reviewed by the Planning Commission in 2011. Their recommendations can be found below. In addition, the DRB presented their Green First recommendations to the Mayor and Planning and Building Committee in October and November. A description of the amendments that have been recommended for 2011 can be found at the end of this bill.

FISCAL CONSIDERATION

None.

MAYOR AND COMMITTEE RECOMMENDATIONS

These are the recommendations for the order of review in 2011. It may be that due to the complexity of a text amendment, the lower prioritized items will not be reviewed until 2012.

Mayor

1. Downtown Parking Revisions
 2. Green First
 3. Cottage Housing
 4. Tree Retention/ Enforcement
 5. Residential Plat Layout and FARs
- Do Not Review: GFA in C-1
(If reviewed, after downtown parking)

Planning and Building

1. Downtown Parking Revisions
2. GFA in C-1
3. Green First
4. Tree Retention/ Enforcement
5. Residential Plat Layout and FARs
6. Cottage Housing

Planning Commission

1. Downtown Parking Revisions
2. GFA in C-1
3. Green First
4. Tree Retention/ Enforcement

RECOMMENDATION / MOTION

Review recommendations and set the Planning Commission 2011 work program.

DESCRIPTION OF POTENTIAL 2011 TEXT AMENDMENTS

Downtown Parking Revisions, City-sponsored: This amendment includes review of the required off-street parking in the Harborview/North Harborview commercial areas when converting uses in existing buildings with lower parking needs (office) to uses with higher parking needs (restaurants) as well as shared and off-site parking allowances in the same area. Also included will be the review of our current restaurant parking calculations and the potential for a “fee-in-lieu” program instead providing off-street parking on-site.

Green First, DRB recommended: This amendment will entail a wholesale review of the regulations for tree retention, site development and native vegetation planting with the overall goal that when a site is developed, the code would require the developers to consider “green first” before proposing a development or platting scheme. This overall green first policy and regulations would promote trees and native vegetation along arterials, the retention of larger, more significant trees in the foreground of projects, and would discourage the “scooping out” of trees in favor of “weaving” a project around the trees. This amendment would affect both nonresidential and residential projects.

Cottage Housing, Council Ad-Hoc Committee recommended: An ad-hoc committee of the Council has been working on a model ordinance which would allow cottage housing in the City. Cottage housing is generally defined as a grouping of small, single family dwelling units clustered around a common area and developed with a coherent plan for the entire site. Cottage housing often includes an allowance for increased density. The ad-hoc committee is ready to present its recommendations as soon as the Planning Commission has time for review.

Tree Retention/Enforcement, DRB recommended: This amendment is related to the Green First amendment but much more specific to the retention of specific tree species and sizes and the enforcement of tree retention. Topics would include what species and sizes constitute “significant trees” required to be retained; what is the penalty for illegal tree removal (currently 3 to 1 replacement); what is required of arborist reports; should we identify and preserve “heritage trees?”, etc.

Residential Plat Layout and FARs, DRB recommended: This amendment is related to the Green First amendment but is much more specific to the requirements of residential plat layout and size of homes related to lot size (floor-area-ratio: “FAR”). Topics would include home orientation as related to the street, lot configuration, pipe stem lots, street layout, FARs for small lots, etc.

GFA in C-1, Private-party application: On July 13, 2010, Randy Boss, on behalf of Jim White of WWR Properties, Inc., submitted a revised application for a zoning code text amendment which would allow 100,000 square feet of commercial gross floor area in the C-1 district outside of the view basin, provided a conditional use permit is granted. The previous application requested a maximum commercial gross floor area of 165,000 square feet. The current limitation for the subject property and the nearby B-2 zoned property is 65,000 square feet.

Planning' Multi-year Long Range Work Program

Priority	Text Amendment	Staff Assigned	Committee or Budget	When	Notes
Needs Planning Commission Review					
Private-Party	Gross Floor Area Amendment in C-1 zone	Jennifer	Planning Comm.	2011	Private-party request to increase GFA maximum to 100,000sf from 65,000sf
High	Downtown Parking Revisions/ 1st Floor Retail	Tom	Planning Comm.	2011	Include review of fee in lieu of parking and restaurant seating occupancy issue
High	GreenFirst	Tom/Jennifer	Planning Comm.	2011	Based on DRBs recommendation
High	Tree Retention Enforcement and View Maintenance Provisions	Jennifer	Planning Comm.	2011	Based on DRBs recommendation
High	Residential Plat Layout and FARs for small lots	Jennifer	Planning Comm.	2011	Based on DRBs recommendation and FARs for lots less than 7,200sf
High	Cottage Housing	Jennifer/Tom	Planning Comm.	2011	Subcommittee developing model ordinance
Medium	Mixed Use District Overlay Removal	Jennifer	Planning Comm.	2012	Need work-study session with PC
Medium	Height Restriction Area Criteria Amendment	Tom	Full Council	2012	Need work-study session.
Medium	Model Home Ordinance	Jennifer	Planning Comm.	2012	
Medium	Affordable Housing Policy	Tom	Planning Comm.	2012	
Medium	Parking Regulation Review	Jennifer	Planning Comm.	2012	Recommend holistic look at parking regs.
Medium	Zoning Code Amendment Process	Jennifer/Tom	Planning Comm.	2012	Develop policy / text amendment
Low	Setbacks and Fire Hazard	Tom/Dick	Ping & Bldg	2013	Monitor County Task Force
Low	Design and Height Standards for Industrial Uses	Jennifer	Ping & Bldg	2013	
Low	Efficiency Housekeeping Amendments Phase 3	Jennifer	Ping & Bldg	2013	
Low	Commercial Tree Retention	Jennifer	Ping & Bldg	2013	May be included in GreenFirst
Low	View Basin Subarea Plan	Tom	Ping & Bldg	2013	When funds available
Low	RB-2 Density Bonus Process	Jennifer	Ping & Bldg	2013	
Low	Minimum and Maximum Residential densities	Jennifer	Full Council	2014	Include with 2014 Comp Plan changes
Direct Consideration by City Council in 2011					
1	Permanent Temporary Cultural Signs Ordinance	Jennifer	Full Council	2010	2nd reading on 12/13
2	Civil Penalty Process for Code Enforcement	Tom	Ping & Bldg	2011	Change to citation-based system
3	Electric Vehicle Infrastructure (Battery Charging Stations)	Jennifer	Ping & Bldg	2011	Req'd by 2009 State Legislation (due 7/1/2011)
Ongoing Long Range Work Program of Planning Department					
	2011 Comprehensive Plan Amendments	Jennifer	Planning Comm.	2011	Applications due by 10/29/2011
	Pierce County UGA Amendment - Gig Harbor Bay	Tom/Jennifer		2011	Applications due to County by 1/15/2011
	Shoreline Master Program Update	Pete	Full Council	2011	Schedule for Council review in 2011
	Efficiency Housekeeping Amendments - Implementation	Jennifer		2011	Ordinance becomes effective 1/1/11
	Buildable Lands Reporting and Analysis	Jennifer		2012	5-year review period ends 12/31/10. Capacity Analysis 2011 and 2012
	Growth Management Coordinating Committee	Jennifer		2011	Ongoing participation
	FEMA NFIP/ESA Implementation	Pete	Ping & Bldg	2011	Due 9/2011
	Climate & Greenhouse Gasses Guidance from DOE on SEPA review	Jennifer	Ping & Bldg	2011	Awaiting final directions from Ecology



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

Subject: Public Hearing and Resolution Adopting the Six-Year Transportation Improvement Program (TIP) 2011-2016

Proposed Council Action: Approve the attached resolution adopting the 2011-2016 Six-Year Transportation Improvement Program (TIP)

Dept. Origin: Public Works/Engineering

Prepared by: Emily Appleton, Senior Engineer

EA 12.8.10

For Agenda of: December 13, 2010

Exhibits: Resolution, Map, Six-Year TIP 2011-2016 (Exhibit A)

	Initial & Date
Concurred by Mayor:	<i>CUH 12/9/10</i>
Approved by City Administrator:	<i>RJK</i>
Approved as to form by City Atty:	<i>approv via email 12/8/10</i>
Approved by Finance Director:	<i>DR 12-8-10</i>
Approved by Department Head:	<i>Jan 12-8-10</i>

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

RCW 35.77.010 requires that local agencies prepare and adopt a comprehensive transportation program for the ensuing six calendar years that is consistent with the agency's comprehensive plan. This is commonly referred to as the Six-Year Transportation Improvement Program (TIP) and is required to be submitted annually to the state secretary of transportation. The criteria for receiving state and federal transportation project funding require the receiving agency to have a current approved Six-Year TIP. While a TIP represents the anticipated projects over a six-year period, the projects undertaken in any given year are subject to the annual budget deliberation process.

In 2008, the City completed a rigorous capacity analysis of the City's roadway system which evaluated the future levels of service at intersections and capacity on roadway segments. From this analysis, a project list was developed that addressed estimated future problem areas. This analysis is summarized in a Technical Memorandum, titled; "Final Analysis of Gig Harbor Six-Year Transportation Improvement Projects (TIP) and Preliminary Recommendations" dated July 15, 2008.

In 2010, the City completed another rigorous analysis which evaluated the future levels of service at specific intersections in the vicinity of the SR16 / Burnham / Borgen Interchange. This analysis is documented in the report entitled "Gig Harbor SR16 / Burnham / Borgen Interchange Transportation Study Final Report" dated June 2010. The report recommended several projects that are components of the SR16 / Burnham / Borgen Interchange long term project is included in the Transportation Element of the City of Gig Harbor Comprehensive Plan.

The conclusions from the 2008 analysis the updates approved by Council in 2009 and the 2010 analysis serve as the basis for the attached 2011 – 2016 Six-Year TIP. The changes to the TIP for this cycle include the following:

1. Removing the “**SR-16 / Borgen / Canterwood Hospital Mitigation Improvements**” project that was completed in 2010. It should be noted that the construction contract for this project was completed several hundred thousand dollars under the awarded contract amount.
2. Adding the projects listed below that were recommended after rigorous analysis in the SR16/Burnham/Borgen IJR Traffic Report prepared for the City by H.W. Lochner in 2010.
 - a. “**Sehmel / Burnham Right Turn Pocket**” – preliminary engineering was partially completed in 2010. It is estimated that the City will complete the plans, specifications and estimates (PS&E) in 2012 with construction in 2013. This project was assigned a priority number 2 to reflect the project’s necessity in providing adequate levels of service at the intersection of Sehmel Drive and Burnham Drive in conjunction with the recently completed improvements at the adjacent interchange
 - b. “**Metering Roundabout at SR16/Burnham Interchange**” – estimated to start the preliminary engineering in January 2015 with construction in June 2015 and priority number 27. The need for this project will be triggered by the actual traffic volumes through the intersection.
 - c. “**Restripe Burnham Bridge to Four Lanes**” – estimated to start the preliminary engineering in January 2016 with construction outside the six-year timeframe and priority number 28. The need for this project will be triggered by the actual volumes at the interchange.
 - d. “**Pedestrian Bridge over SR16**” – estimated to start the preliminary engineering in January 2016 with construction outside the six-year timeframe and priority number 29. This project needs to be developed in conjunction with the restriping of the Burnham Bridge since the restriping will eliminate the ability for pedestrians to cross SR16 at the existing bridge.
3. Changing the priority of the “**Olympic / Pt. Fosdick Intersection Improvements**” project from No. 10 to No. 3 to reflect a more immediate need for additional capacity at the intersection due to the proposed redevelopment of the Safeway site.
4. Combining “**Donkey Creek Daylighting**” and “**Harborview / N. Harborview Intersection Improvements**” projects into “**Donkey Creek and Harborview / N. Harborview / Austin**” project and adjusting the expenditures and funding to be consistent with the federal grant.
5. Updating the phase start dates, project costs and expenditure schedule to incorporate 2011 budgeting information and funding estimates and to balance annual projected expenditures. These changes also reflect a strategy to use local funds for minimal preliminary design in an effort to develop projects to a stage that facilitates applying for state or federal funding for future phases.

FISCAL CONSIDERATION

Adoption of the Six-Year Transportation Improvement Program does not directly affect the City’s finances. The fiscal impacts will be reviewed during the annual budgeting process and discussed with the anticipated Transportation Impact Fee schedule update. Depending upon the availability of funds and other considerations, at any time the Council may elect to fund more or fewer projects, and/or change project priorities.

BOARD OR COMMITTEE RECOMMENDATION

The draft TIP was presented at the December 9, 2010 Operations and Public Works Committee meeting followed by a question and answer period.

RECOMMENDATION/MOTION

Move to: Staff recommends Council approve the attached Resolution adopting the Six-Year Transportation Improvement Program (2011-2016).

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING A SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM AND DIRECTING THE SAME TO BE FILED WITH THE STATE SECRETARY OF TRANSPORTATION AND THE TRANSPORTATION IMPROVEMENT BOARD.

WHEREAS, pursuant to the requirements of Chapters 35.77 and 47.26 RCW, the City Council of the City of Gig Harbor has previously adopted a Comprehensive Transportation Plan and Transportation Improvement Program, including an arterial street construction program, and thereafter periodically modified said comprehensive transportation program by resolution, and

WHEREAS, the City Council has reviewed the work accomplished under the said Program, determined current and future City street and arterial needs, and based upon these findings has prepared a Six-Year Transportation Improvement Program for the ensuing six (6) calendar years, and

WHEREAS, a public hearing was held on the said Six-Year Transportation Improvement Program on December 13, 2010, and

WHEREAS, the City SEPA responsible official made an amended determination of non-significance for the adoption or implementation of the Six-Year Transportation Improvement Program,

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

Section 1. Program Adopted. The Six-Year Transportation Improvement Program for the City of Gig Harbor, as revised and extended for the ensuing six (6) calendar years (2011-2016, inclusive), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference as if fully set forth herein, which Program sets forth the project location, type of improvement and the estimated cost thereof, is hereby adopted and approved.

Section 2. Filing of Program. Pursuant to Chapter 35.77 RCW, the City Clerk is hereby authorized and directed to file a copy of this resolution forthwith, together with the Exhibit A attached hereto, with the Secretary of Transportation and a copy with the Transportation Improvement Board for the State of Washington.

RESOLVED this 13nd day of December, 2010.

APPROVED:

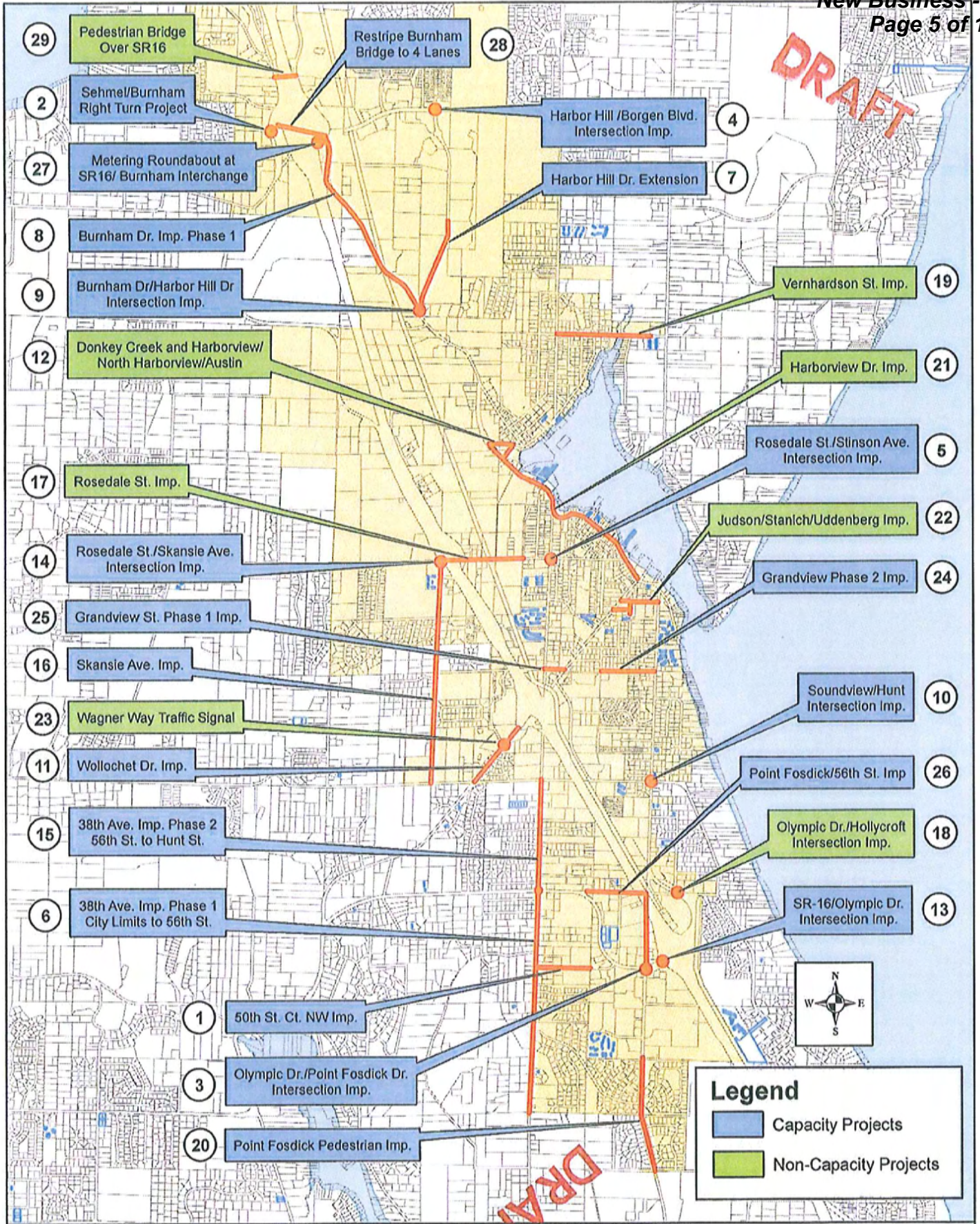
CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

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

DRAFT



6-Year Transportation Improvement Program
2011 - 2016

DRAFT



Six Year Transportation Improvement Program From **2011** to **2016**

Agency: Gig Harbor
 Co. No.: 27 Co. Name: Pierce Co.
 City No.: 0490 MPO/RTPO: PSRC

Hearing Date: 12/13/2010 Adoption Date: 12/13/2010
 Amend Date: Resolution No.: TBD

Functional Class	Priority Number	Project Identification						Utility Codes	Total Length	Status	Improvement Type(s)	Phase Start	Fund Source Information						Expenditure Schedule (Local Agency)					Federally Funded Projects Only						
		A. PIN/Federal Aid No.		B. Bridge No.		C. Project Title							D. Street/Road Name or Number		E. Beginning MP or Road - Ending MP or Road		F. Describe Work to be Done		Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)
		1	2	3	4	5	6						7	8	9	10	11	12	13	14										
19	1	50th St Ct NW Improvements Phase 2 50th St Ct NW from: west of Olympic Drive to: 38th Street Construct new 2-lane roadway with curb, gutter and sidewalks on one or both sides along with street illumination, on-street parking and associated storm water improvements.						G P S T W	0.5	P	03 05 06	PE 1/1/2011 CN 1/1/2013	10	11	12	13	14	15	35 395	35 895	15	20	495	400	CE	No				
17	2	Sehmel / Burnham Right Turn Pocket Sehmel Drive from: South of Burnham Drive to: Burnham Drive Construct right turn lane for northbound traffic on Sehmel Drive at Burnham Drive.						C G O P T W	.10	P	05	PE 1/1/2012 CN 1/1/2013					10 140	10 140	10	10	140	400	CE	No						
14	3	Olympic/Pt Fosdick Intersection Improvements Olympic Drive & Pt Fosdick Drive from: to: Construct right-turn only lane on NB Pt Fosdick Drive at Olympic Drive and associated curb, gutter, sidewalk, landscaping, illumination and storm.						C G T O		P	03 05	PE 1/1/2011 CN 1/1/2012					40 400	40 400	40	400	40	400	400	CE	Yes 01/01/2012					
17	4	Harbor Hill and Borgen Intersection Improvements Harbor Hill Dr and Borgen Blvd from: to: Construct right-turn slip lane from EB Borgen Blvd to SB Harbor Hill Drive. Construct right-turn slip lane from NB Harbor Hill Dr to EB Borgen Blvd.								P	02 05	PE 1/1/2013 CN 1/1/2014					70 630	70 630	70	630	70	630	70	630	CE	No				
Totals												Totals						Totals					Totals							

Exhibit A



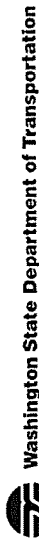
Six Year Transportation Improvement Program

From **2011** to **2016**

Agency: Gig Harbor
 Co. No.: 27 Co. Name: Pierce Co.
 City No.: 0490 MPO/RTPO: PSRC
 Hearing Date: 12/13/2010 Adoption Date: 12/13/2010
 Amend Date: Resolution No.: TBD

Functional Class	Priority Number	Project Identification		Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars				Expenditure Schedule (Local Agency)						Federally Funded Projects Only						
		A. PIN/Federal Aid No.	B. Bridge No.					Fund Source Information		Phase Start	Federal Fund Code	Federal Cost by Phase	State Fund Code	Local Funds	Total Funds	1st	2nd	3rd	4th Thru 6th	Envir. Type	RW Required Date (MM/YY)			
		C. Project Title	D. Street/Road Name or Number					Federal Fund Code	Fund Code													Fund Code	Fund Code	Fund Code
1	2		3	4	5	6	7		10	11	12	13	14	15	16	17	18	19	20	21				
17	5	Rosedale and Stinson Intersection Improvements Rosedale Dr and Stinson Ave		03 05	P		T C P S						30 250	30 250			30						CE	No
		from: Construct left turn pocket on south leg Stinson for left turns onto WB Rosedale. Construct right-turn only lane on north leg of Stinson to WB Rosedale.																						
		Totals																						
17	6	38th Ave Improvements Phase I 38th Avenue		03 04 06	P	1.0	C O C O S D T W						280 520	280 520									CE	No
		from: City Limits to: 56th St Complete design & construction of 2-3-lane section with left turn pockets, bicycle lanes, curbs & gutters on one or both sides, landscaped planter strips, sidewalk, storm sewer improvements, provisions for future lighting.																						
		Totals																						
16	7	Harbor Hill Drive Extension Harbor Hill Drive		01	P	0.5	C G P S T W			450			100 25	550 25			50						EA	Yes
		from: Terminus to: Burnham Drive Complete the extension of Harbor Hill Drive to Burnham Drive. Developer funded.																						
		Totals																						
17	8	Burnham Drive Phase I Burnham Dr		03 05	P	1.0	O C G P S T			635 400			500 100	1135 500									CE	Yes
		from: Harbor Hill Dr Extension to: SR-16 Interchange Reconstruction, including minor widening, turn lanes, curbs, gutters, sidewalks, storm sewer improvements, landscaped planter strips and lighting.																						
		Totals																						

Exhibit A



Six Year Transportation Improvement Program

From **2011** to **2016**

Agency: Gig Harbor
 Co. No.: 27 Co. Name: Pierce Co.
 City No.: 0490 MPO/RTO: PSRC
 Hearing Date: 12/13/2010 Adoption Date: 12/13/2010
 Amend Date: Resolution No.: TBD

Functional Class	Priority Number	Project Identification				Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars					Expenditure Schedule (Local/Agency)				Federally Funded Projects Only										
		A. PIN/Federal Aid No.	B. Bridge No.	C. Project Title	D. Street/Road Name or Number					E. Beginning MP or Road - Ending MP or Road	F. Describe Work to be Done	Phase Start	Fund Source Information			1st	2nd	3rd	4th Thru 6th	Envir. Type	RW Required Date (MM/YY)								
													Federal Funding	State Funds	Local Funds							Total Funds							
1	2				3	4	5	6	7						10	11	12	13	14	15	16	17	18	19	20	21			
17	9	Burnham Dr/Harbor Hill Dr Intersection Improvements Burnham Drive/Harbor Hill Drive from: Improvements for intersection control at new intersection once Harbor Hill Drive is constructed through to Burnham Drive. Current concept is a modern roundabout. to:				03 06	P												200	200						200	CE	Yes	
17	10	Soundview and Hunt Intersection Improvement Soundview Dr and Hunt St from: Construct new traffic signal at the intersection with associated left turn pockets. to:				05 06 03	P												200	60 600	200					60 600	CE	No	
16	11	Wollochet Drive Improvements Wollochet Drive from: Widen roadway to provide for 11 foot lanes, bicycle lanes, sidewalks, landscaping and illumination. to:				04	P	0.05											660	60	660					60	CE	Yes	
17	12	Donkey Creek and Harborview / N. Harborview / Austin Harborview Drive, N. Harborview Drive, Austin Street from: Construct pedestrian amenities and roadway improvements in conjunction with the Donkey Creek Restoration project. to:				03 06 12 07	P	.5											280 1181	280 1181	280 1181	280	1181			CE	No		
Totals										1,461	60	1,461	280	1181	1,461	280	1181	1,461	280	1181	1,461	280	1181			1,461	280	1181	

Exhibit A



Six Year Transportation Improvement Program

From **2011** to **2016**

Hearing Date: 12/13/2010 Adoption Date: 12/13/2010
 Amend Date: Resolution No.: TBD

Agency: Gig Harbor
 Co. No.: 27 Co. Name: Pierce Co.
 City No.: 0490 MPO/RTPO: PSRC

Functional Class	Priority Number	Project Identification		Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars						Expenditure Schedule (Local Agency)				Federally Funded Projects Only			
		A. PIN/Federal Aid No.	B. Bridge No.					Fund Source Information			Total Funds	1st	2nd	3rd	4th Thru 6th	Envir. Type	RW Required Date (MM/YY)				
		C. Project Title	D. Street/Road Name or Number					Federal Fund Code	Federal Cost by Phase	State Fund Code								State Funds	Local Funds		
E. Beginning MP or Road - Ending MP or Road	F. Describe Work to be Done	Phase Start	Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th Thru 6th	Envir. Type	RW Required Date (MM/YY)							
1	2		3	4	5	6	7										20	21			
14	13	SR 16/Olympic Drive Intersection Improvements		04 06	P							75	75	75			75	750	CE	Yes	
		from: Widen to provide exclusive right-turn lane on east approach. Convert one existing through-lane on west approach to shared through-left turn lane. Adjust signal phasing as appropriate.																			
17	14	Rosedale St NW/Skanse Ave Intersection Improvements		05	P							250	250	250			250	250	CE	No	
		from: Widen to provide left-turn lanes on east and west approaches.																			
17	15	38th Ave Improvements Phase II		03 04 06	P	0.5						200	280	480			275	480	CE	No	
		from: 58th St to: Hunt St																			
		Complete design & construction of a 2-3-lane section with left turn pockets, bicycle lanes, curbs, gutters, landscaped planter strip and sidewalk on east side only, storm sewer improvements.																			
17	16	Skanse Ave Improvements		03 05	P	1.0						500	360	860			500	860	CE	No	
		from: Rosedale St to: Hunt St																			
		Minor widening to provide curb, gutter, storm sewer improvements, bicycle lane and sidewalks on both sides of street.																			
		Totals																			

Exhibit A



Six Year Transportation Improvement Program
From 2011 to 2016

Agency: Gig Harbor
 Co. No.: 27 Co. Name: Pierce Co.
 City No.: 0490 MPO/RTPO: PSRC

Hearing Date: 12/13/2010 Adoption Date: 12/13/2010
 Amend Date: Resolution No.: TBD

Functional Class	Priority Number	Project Identification		Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars				Expenditure Schedule (Local Agency)						Federally Funded Projects Only					
		A. PIN/Federal Aid No.	B. Bridge No.					Phase Start	Fund Source Information			Total Funds	1st	2nd	3rd	4th Thru 6th	Environ. Type	Required Date (MM/YY)					
									Federal Funding	Federal Fund Code	Federal Cost by Phase								State Funds	Local Funds			
1	2		3	4	5	6	7		10	11	12	13	14	15	16	17	18	19	20	21			
17	17	Rosedale Street Improvements Rosedale Street to Shirley Ave from: Skansie Ave Minor widening to provide 2-lane lanes, channelization, left-turn pockets, bicycle lane and sidewalks on both sides of street.		03 05	P	0.34	C P T				PSMP	200	75 310	75 510	30	45 200				CE	No		
14	18	Olympic/Hollycroft Intersection Improvements Olympic and Hollycroft from: Convert existing 2-way traffic on spur street that connects Olympic to Hollycroft in the SE quadrant of the intersection to one-way NB. Angled parking to be added to spur to support the park to the SE of the spur.		03 06	P		C P T					200	2 24	2 24	30	245				CE	No		
17	19	Vernhardson Street Improvements Vernhardson Street from: City Limits to: Peacock Hill Ave Pavement restoration and/or overlay, storm sewer, curbs, gutters and sidewalk(s), bicycle lanes (east of N. Harborview Drive).		05 07	P	0.34	C T W P S						26 100	26 100						CE	No		
17	20	Pt. Fosdick Pedestrian Improvements Pt. Fosdick Drive from: Harbor County Dr to: 36th Add sidewalk & bioswale along Pt. Fosdick Drive.		06	P	0.5	T P G C					PSMP	250	30 20	30 270					CE	No		
Totals								250	50	300							300						

Exhibit A



Six Year Transportation Improvement Program

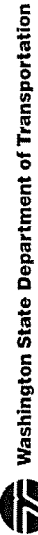
From ~~2010~~ **2011** to **2016**

Agency: Gig Harbor
 Co. No.: 27 Co. Name: Pierce Co.
 City No.: 0490 MPO/RTO: PSRC

Hearing Date: 12/13/2010 Adoption Date: 12/13/2010
 Amend Date: Resolution No.: TBD

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars							Expenditure Schedule (Local Agency)				Federally Funded Projects Only				
							Phase Start	Fund Source Information			Local Funds	Total Funds	1st	2nd	3rd	4th Thru 6th	Envr. Type	R/W Required Date (MM/YY)				
								Federal Fund Code	Federal Fund Code	State Fund Code												
1	2	3	4	5	6	7	T							16	17	18	19	20	21			
17	21	Harborview Drive Improvements Harborview Drive from: N. Harborview Drive to: Pioneer Drive Downlow surface improvements and beautification project. Provide widened sidewalks, landscaping and pedestrian benches at key intersections.	06	P	1.0	C T S	90	110	200	15	15	100	100	100	100	100	100	100	100	100	CE	No
19	22	Judson/Stanich/Uddenburg Judson/Stanich Uddenburg from: Downlow beautification. Pedestrian improvements, landscaping, beautification, pavement rehabilitation.	06	P	0.2		90	110	200	15	15	100	100	100	100	100	100	100	100	100	CE	No
17	23	Wagner Way/Wollochet Intersection Traffic Signal from: Wagner Way to: Wollochet Drive Traffic signal at Wollochet Dr. and Wagner Way	12 06	P	0.1	C G P S T	150	150	150	150	150	150	150	150	150	150	150	150	150	150	CE	No
17	24	Grandview Phase 2 Improvements Grandview from: Soundview Dr to: McDonald Ave Road, (including sidewalk) stormwater and lighting improvements	03 06	P	0.2	C G O P S T W	300	300	300	300	300	300	300	300	300	300	300	300	300	300	CE	No
Totals							624	322	946	72	72	72	72	72	72	72	72	72	72	72	72	874

Exhibit A



Six Year Transportation Improvement Program

Agency: Gig Harbor
 Co. No.: 27 Co. Name: Pierce Co.
 City No.: 0490 MPO/RTPO: PSRC
 Hearing Date: 12/18/2010 Adoption Date: 12/13/2010
 Amend Date: Resolution No.: TBD

FROM 2011 to 2016

Functional Class	Priority Number	Project Identification						Project Phase	Fund Source Information					Expenditure Schedule (Local/Agency)				Federally Funded Projects Only							
		A. PIN/Federal Aid No.	B. Bridge No.	C. Project Title	D. Street/Road Name or Number	E. Beginning MP or Road - Ending MP or Road	F. Describe Work to be Done		Phase Start	Federal Funding			State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th Thru 6th	Envir. Type	RAW Required Date (MM/YY)				
										Federal Fund Code	Federal Cost by Phase	State Fund Code													
1	2					3	8	9	10	11	12	13	14	15	16	17	18	19	20	21					
00	29	Pedestrian Bridge Over SR16 from: None to: Pedestrian bridge over SR16 in the vicinity of the Burnham Drive interchange. This project is in conjunction with restriping the Burnham Drive bridge to 4 lanes.						PE	1/1/2016	Discretionary	500													CE	Yes
Totals										500	3,658	4,614	8,448	16,720	515	2,086	2,727	11,392							

Grand Totals for Gig Harbor

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

Memo

To: Mayor Hunter and City Council Members
From: Dick J. Bower, CEM, CBO – Building/Fire Safety Dir.
CC: file
Date: December 13, 2010
Re: Staff report – Fire inspection program update

As you are aware, for many years the City contracted for the annual commercial fire prevention inspections specified under *International Fire Code* Section 106 with Gig Harbor Fire & Medic One (GHFMO). With the economic downturn, funding for the inspection contract was cut. In an effort to continue this important safety activity and help the City through its budgetary hard times, GHFMO continued the contract relationship at no cost through 2009. Experiencing budgetary issues of their own, the department was unable to continue the no-cost program and the inspection program was suspended on January 1, 2010.

Recognizing the importance of annual fire inspections to public and firefighter safety, economic stability, and maintaining the citizens' insurance rates the Building and Fire Safety Department has explored numerous options to restore the inspection program over the past year, within its budgetary and staffing limitations. At this time an option has developed that would allow the City to resume a contract inspection program, this time with the Pierce Co. Fire Marshal's Office (PCFMO).

The PCFMO has proposed to provide annual commercial fire inspections for the City for a lump sum of approximately \$50,000.00. The number is an approximate estimate based on the number of businesses previously inspected annually by GHFMO and we have not yet begun formal negotiations. For that fee the PCFMO will provide an initial inspection and two re-inspections, as well as special event and fire code permit inspections. Enforcement of the fire code when compliance is not achieved voluntarily through the inspection program, and record keeping would remain the responsibility of the City. Because special events and fire code permit inspections are currently provided by the BFSD, the City could continue providing those inspections in-house with a possible contract price savings.

In a previous action the Council approved an increase in the business license fee to fund fire inspections, a move that will generate approximately \$20,000.00 per year. We believe an additional \$30,000.00 would come from the City's general fund using money realized from liquor taxes that were not anticipated in the 2011 budget.

We would like the council's direction on whether to pursue a contract with PCFMO for fire inspections for the 2011 fiscal year. The BFSD will continue to explore more affordable options for fire inspections in the coming years.

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

Memo

To: Mayor Hunter, City Council Members
From: Dick J. Bower, CEM, ACO – Building/Fire Safety Dir.
CC: file
Date: December 13, 2010
Re: Staff Report - Map Your Neighborhood Emergency Preparedness Program

Due to budgetary concerns in 2010 the City cancelled the contract for the Pierce County Dept. of Emergency Managements neighborhood preparedness program known as PC-Net. The program provided training and planning assistance to neighborhoods interested in being prepared to help themselves in the event of a disaster.

Because citizen preparedness is a valuable element in the community's overall resilience to disasters we have been working to develop an alternative community volunteer oriented program as a replacement. With the help of Gig Harbor High senior Justin Bonnell, the members of the Peninsula Emergency Preparedness Committee (PEP-C), and the State Emergency Management Division we are pleased to inform you that we are now able to offer Map Your Neighborhood – Gig Harbor. The program is based on a successful model promoted by the State EMD which, like PC-Net, prepares neighbors to assist each other when bad things happen.

Participating neighborhoods conduct a planning and training meeting facilitated by members of PEP-C and Mr. Bonnell at which they are provided with considerable information on all-hazard personal, household, and neighborhood preparedness. Educational materials are provided by the State EMD and City and the City tracks the participating neighborhoods and documents their participation for local and state records. In the end, neighborhoods receive the information and support they need to mobilize in the event of emergencies, and to assist other neighborhoods in developing their own MYN neighborhood plans.

At this time one neighborhood from the original PC Net group has been provided with the MYN curriculum and another neighborhood, Spinnaker Ridge, is scheduled to receive the training presentation shortly after the first of the year. We hope that the program will become self-sustaining with the City and PEP-C conducting Train-the-Trainer type programs that will provide neighborhood leaders with the tools to help their friends and fellow Gig Harbor residents to establish their own neighborhood resources. We will be publicizing the availability of the program through the City's web site and marketing information materials after the first of the year.

We believe this program is in the true spirit of community volunteerism and applaud our friends at PEP-C and Justin Bonnell for their hard work and cooperation in taking on this valuable effort on behalf of the people of Gig Harbor. And we encourage everyone to consider becoming involved in organizing their neighborhood into MYN neighborhoods.