Gig Harbor
City Council Meeting

November 8, 2010
5:30 p.m.

GIG HARBOR®

"THE MARITIME CITY"

AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, November 8, 2010 – 5:30 p.m.

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

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

PRESENTATIONS:

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

OLD BUSINESS:

1. Second Public Hearing and Resolution – Harbor Hill LLC Development Agreement.

NEW BUSINESS:

1. Wastewater Treatment Plant (WWTP) Ph. 1 Improvement Project / Change Order No. 5 with Prospect Construction, Inc / Consultant Services Contract Amendment No. 3 with Parametrix / Consultant Services Contract Amendment No. 6 with Cosmopolitan Engineering, Inc.
2. Public Hearing – 2011 Revenue Sources.
3. Resolutions – 2010 Property Tax Levy and Excess Property Tax Levy.
4. Public Hearing and First Reading of Ordinance Adopting the 2011 Budget.
5. Public Hearing and First Reading of Ordinance – 2010 Budget Amendment.

STAFF REPORT:

1. Fishermen's Pier Conceptual Design.
2. Update on BB16 Roundabouts.

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

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

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

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – OCTOBER 25, 2010

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

CALL TO ORDER: 5:30 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of October 11, 2010.
2. Receive and File: a) Minutes of Joint City Council / Lodging Tax Meeting October 11, 2010; b) Third Quarter GHPD Report.
3. Correspondence / Proclamations: World Orphan Day.
4. Liquor License Action: a) Renewals: Maritime Mart; Marketplace Grille; Blue Cannon Pizza; GH Shell Food; and Qdoba Mexican Grill.
5. Approval of Payment of Bills for October 25, 2010: Checks #64785 through #64913 in the amount of $1,168,326.13.

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

PRESENTATIONS:

1. World Orphan Day Proclamation – Mayor Hunter asked Luciann Gill Nadeau to come and accept the signed proclamation. Ms. Nadeau spoke briefly about the plight and number of orphans in the world, thanking the city for its support of World Orphan Day.

2. Hanging Flower Basket Program – Mayor Hunter asked Gig Harbor Historic Waterfront Association Director Mary DesMarais to come forward to accept a certificate of appreciation and introduce those in the audience who helped with the watering program this past summer. Councilmember Paul Kadzik commented that he also participated in the program and encouraged others to join. He said that the harbor is a wonderful place at 5:30 a.m.

OLD BUSINESS:

1. Second Reading of Ordinance – 2010 Comprehensive Plan Amendments. Senior Planner Jennifer Kester presented this ordinance adopting two, city-sponsored amendments.

MOTION: Move to adopt COMP 10-0001: Parks, Recreation and Open Space Element.
Kadzik / Payne – unanimously approved.

MOTION: Move to adopt COMP 10-0002: Capital Facilities Element.
Kadzik / Payne – unanimously approved.

MOTION: Move to adopt Ordinance No. 1199 adopting two amendments to the Comprehensive Plan.
Young / Malich – unanimously approved.

2. Second Reading of Ordinance Vacating a Portion of Prentice Street - Page. Engineering Tech William Hendrickson presented this ordinance that will vacate a 33 foot portion of Prentice Avenue located in the non-user statute area.

MOTION: Move to adopt Ordinance No. 1200 vacating a portion of Prentice Street.
Payne / Kadzik – unanimously approved.

NEW BUSINESS:

1. First Public Hearing – Harbor Hill LLC Development Agreement. Senior Planner Jennifer Kester presented the background information for this development agreement for 824 residential units that covers approximately 251 acres both north and south of Borgen Boulevard, east of Costco and The Ridge at Gig Harbor. She explained that the proposed development agreement would run for 20 years and would grant certain benefits to the city in exchange for benefits granted to the proponent by the city. She gave an overview of the benefits and staff analysis.

Mayor Hunter announced a five minute recess at 5:47 p.m. to allow staff to prepare an overhead map of the proposed project. Council returned to regular session at 5:50 p.m.

Mayor Hunter then opened the public hearing at 5:55 p.m.

Margaret Lawrence – 4113 119th St. Ct. NW. Ms. Lawrence asked how she could protest this and voiced concern that they are trying to turn Gig Harbor into a slum. She referred to another project off 118th and Peacock and how close the houses are to one another and the length they have remained empty. She said that the economy will pick up but not to the extent to support this type of project. She asked how they could deviate from the requirement for open space then said although she will be out of the country for the November 8th public hearing; she would be willing to chain herself to a tree to prevent this.

Steven Kunkel – 11271 Borgen Loop. Mr. Kunkel, resident of The Ridge for one year, said he isn't against development, but asked for clarification on several items:
What the multi-family portions might consist of; location of the retention ponds; if more "rotaries" would be installed; and will the sewer system handle the number of houses. Mr. Kunkle commented that 823 homes with a two car per home average will result in a couple thousand more vehicles trips on Borgen. He referred to the recent power outage

and how traffic came to a standstill. He then asked about how the open space has been reduced from 20% to 15% and how this will impact schools.

Councilmember Franich clarified that the reduction in open space only applies to the business park; not the residential area.

Julia Long – 4209 27th Avenue. Ms. Long expressed concern about the number of unfinished developments already existing in Gig Harbor.

Councilmember Payne responded that this development is based on a 20-year plan and that we wouldn't see 800 new homes immediately.

Ms. Long then said her other concern is density, traffic and the roundabouts. She said she would like to see development evoke more of what we love about Gig Harbor.

John Chadwell, Olympic Property Group – 19245 10th Ave NE, Poulsbo. Mr. Chadwell addressed many of the questions that came up in the public hearing. He explained that quite a bit of thought has gone into this project, stressing that they have taken a very sensitive approach to the traffic issues and in fact, have worked toward minimizing the total number of trips. He stressed that growth is a reality, mandated by the state. He pointed out that the assessed value of the park property being given to the city is more than double the amount of park impact fees they would have otherwise been required to pay, plus the city won't have to wait 20 years to be paid.

In response to the question about the market, Mr. Chadwell explained that they are asking for a 16 phases over a 20-year window because of the current inventory of homes on the market. He added that it would be in late 2012 or it could be even later. He emphasized that the completed project meets all standards for density. Mr. Chadwell acknowledged staff and the Planning / Building Committee for their time and energy spent on this and encouraged attendance at the November 8th public hearing.

Councilmembers and members of the audience asked Mr. Chadwell additional questions. A recommendation was made for a public meeting to allow the neighbors to obtain more information. Jennifer Kester agreed to work with Mr. Chadwell to get this arranged.

There were no further public comments and the public hearing closed at 6:25 p.m.

Councilmembers asked further questions about multi-family dwellings, phasing of the project and what amendments would be allowed, traffic impacts, rezoning the property, park valuation, model homes, and how the lower population allocation numbers.

Mr. Kunkle asked how the citizens can continue to be involved. He was advised that he would be contacted about upcoming meetings.

STAFF REPORT:

City Administrator Rob Karlinsey reported on several topics:

- Dick Bower put on an EOC table top discussion this morning. He said that these are useful to identify follow up items that need to be addressed.
- Update on the Wastewater Treatment Plant project.
- Operations and Public Projects Committee met to discuss the Fishermen's' Pier. A draft conceptual of the parking lot and pier will come to Council on November 8th. Council discussed this further and the option of incorporating a fuel dock was mentioned. Mayor Hunter stressed the need to secure permits and the tight budget. A suggestion was made to see the plan on the 8th then hold a public meeting to obtain input on November 22nd.
- Boundary Review Board voted to approve the County's proposal to form a County-wide flood control district. There is a 30 day appeal period and we will be checking with other cities on whether they plan on appealing and address it in Executive Session.
- Burnham Interchange is nearing completion. A dedication ceremony will be scheduled for either November 5th or the 8th. For safety reasons, this will be conducted in the parking lot at Saint Anthony's.
- There has been a proposal to close Harborview Drive on Tuesday afternoons next summer for the Farmers' Market. We will solicit input from the business and residential community then bring it to Council Committee.

PUBLIC COMMENT:

Anne Knapp – 5810 19th St. Ct. NW. Ms. Knapp, President of the Board of Directors of the Peninsula Art League, gave a brief overview of the organization. She discussed the recent juried art show and the conflict from the one piece that was not allowed to hang in the Civic Center. She voiced concern that an International Juror was brought in to choose the art; this put a blemish on the event. She said it is costly for an artist that is chosen to frame the artwork and to get it to the show. This should be refunded if art pulled from the show, but fortunately a solution was reached to hang the piece in a downtown gallery and allow it to remain part of the judging. She said that PAL loves holding the show in the Civic Center and asked for written guidelines so that this doesn't occur in the future. She said they would like to include the guidelines with the prospectus they send in February.

Mayor Hunter explained the Gig Harbor Arts Commission will be asked to work on it. He said that the Civic Center is a public building and art should be appropriate for everyone.

Arvid Anderson – 475 Camas Drive, Fox Island. Mr. Anderson, member of PAL and Open Studio, said he appreciates the city's support of these organizations and said he was surprised that the juried piece was not allowed to hang. He said that this is a real issue and said he hopes that Gig Harbor doesn't become a city not friendly to art. He referenced the Washington State guidelines regarding obscenity; he stressed the need for guidelines.

Charlee Glock-Jackson – 8450 SE Willock Road, Olalla. Ms. Jackson explained that she is a member of PAL and of the Gig Harbor Arts Commission. She said she is delighted that the city is turning this over to the capable hands of the GHAC. She said she is looking forward to working with staff and the Council on formulating a policy and enforcing it.

Councilmember Franich said working with the Gig Harbor Arts Commission is an important step but it is up to the Council and what they believe represents the community. He added that he hopes that an agreement can be reached.

Councilmember Ekberg agreed that the GHAC was the proper venue for guidelines.

Councilmember Young said he didn't want to spend time on this issue; PAL is a guest in the Civic Center and if good judgment cannot be used then the relationship may end. He said he would like to continue support but common sense has to rule; he doesn't want to police it.

Councilmember Malich voiced surprise that it was pulled automatically and the city being so judgmental. He referenced Florence, Italy and Michelangelo's works.

MAYOR'S REPORT / COUNCIL COMMENTS:

Councilmember Young asked for guidance on responding to the Pierce County Regional Council regarding population allocation. The choice is to support the County's requested increase from the GMCC recommended 60,000 to 100,000 reflecting the existing land use, or heed the Puget Sound Regional Council's warning that the plan could be out of compliance, which could make all of Pierce County ineligible for grant funds. He said the next meeting is in two weeks if someone wishes to give him direction.

Councilmember Malich voiced concern regarding the striping of the new roundabout. He said the arrows are confusing and asked that an inspector take a look before the project is accepted.

Councilmember Ekberg added that Senior Engineer Emily Appleton reported that the big signs are ready yet and they are re-studying the smaller roundabout to change channelization. They are aware of the problems and are working on it.

Councilmember Malich said that he actively asked attendees of the Film Festival if they were staying in hotels in Gig Harbor. He was please to report that several were staying

as a result of this festival. He said that the attendance to this classy operation has doubled.

Councilmember Kadzik addressed closing Harborview Drive for Halloween. He asked that adequate cones be used to alert people to the dangerous areas and construction hazards. Rob Karlinsey responded that due to the weather, Pape won't be out of the area but the equipment will be moved out and warning devices will be put up.

Mayor presented the 2011 Proposed Budget and announced the upcoming public hearings on November 8th and 22nd.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Budget Worksession I – Mon. Nov 1 at 5:30 p.m.
2. Budget Worksession II – Tue. Nov 2 at 5:30 p.m.

ADJOURN:

MOTION: Move to adjourn at 7:39 p.m.
Franich / Malich – unanimously approved.

CD recorder utilized: Tracks 1002 – 1015

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

Joint Work Study Session
Gig Harbor City Council / Parks Commission
October 4, 2010
Community Rooms A & B
5:30 pm

PRESENT:

Mayor Chuck Hunter
City Council Members: Steve Ekberg, Tim Payne, Ken Malich and Paul Kadzik
Commission Members: Jacquie Goodwill, Michael Perrow and Robyn Denson
Staff Present: Rob Karlinsey, Marco Malich and Terri Reed

GENERAL BUSINESS

Ms. Goodwill thanked the City Council for their continued support of the Parks Commission. Mayor Hunter thanked the Parks Commission members for their work.

WORKSESSION

1. **Sand Spit** – Mr. Perrow asked about the Sand Spit acquisition being listed as a priority for the lobbyists in 2011. Mr. Karlinsey explained that it was an oversight to have not been on the budget retreat list. Mr. Payne brought up that there was some hesitancy to taking the property on during the Parks Plan development discussions. Council members would prefer that it remain a natural open space. The Parks Commission explained that ownership was their primary concern because of the timing. **Outcome: This item will be included in legislative lobbying list of priorities.**
2. **Timeline to Upgrade/Replace Equipment at City Park at Crescent Creek** – Ms. Denson asked about the City's plans to replace the play structure where the ship was previously located. Mayor Hunter said that he would like to see a template for the layout of the entire play area but keep it obtainable. Mr. Payne expressed the need for a master plan for parks to include identifying parks that need play equipment, such as City Park, the Civic Center/Skate Park and KLM Veterans Park. Mr. Kadzik mentioned that we could ask for proposals from play equipment companies. Mr. Payne said that we should get input from PenMet Parks. Ms. Denson added that the Greater Gig Harbor Foundation could be a good resource to include also. Mr. M. Malich suggested having a separate meeting with these groups to discuss City Park's playstructure needs. **Outcome: Topic for the next regular Parks Commission meeting.**
3. **Parks Appreciation Day – 2010 Review and 2011 Planning** – Mr. Perrow explained that the LDS Church may not be available to be the core volunteer group in 2011. Mr. K. Malich thought that it would be good to have a list of priorities and work down the list according to the number of volunteers that turn out. Mr. Payne said that this could be added to the volunteer project list. **Outcome: Develop list of volunteer projects.**
4. **Dog Waste Bag Program** – Mr. Perrow explained that the dispensers have grocery bags that are recycled and are currently installed in four locations. He would like to see the program expanded and kept close to parking lots, side by side with the current Mutt Mitt dispensers. Mr. Kadzik asked about an off-leash section at Wilkinson Farm Park.

Mr. Ekberg thought that maybe a smaller off-leash dog area could be provided until a large dog park is developed in the Gig Harbor/Peninsula area. **Outcome: Expand dog bag dispenser program as appropriate.**

5. **KLM Veterans Park – Additional Memorials and Walk of Heroes** – Ms. Goodwill explained Mr. Payne's and John Oldham's ideas for additional memorials at the park to honor veterans of other wars. Mr. Payne asked how much room there would be to expand the new trail in the buffer area. Mr. M. Malich answered there was maybe about 100 feet left for trail. Mr. Ekberg thought that vandalism of the memorials might be higher on the interior paths of the park. **Outcome: Council supported the idea of additional memorials and the Parks Commission will review any proposals submitted by service groups.**

OTHER DISCUSSION ITEMS

1. **Cushman Trail** – The trail connection through the Wastewater Treatment Plant property was discussed. City staff has a meeting scheduled with the Haven of Rest about obtaining and easement through their property for a trail. Mr. Perrow thinks that the paths for the trail should not be paved. Ms. Goodwill explained that there could be options for both paved and unpaved areas.
2. **KLM Veterans Park** – Mr. Payne thinks that the current park attracts trouble because of the location and the unfinished road and asked how much it would cost to put in the half-basketball court. Mr. M. Malich answered that it would cost about $9,000 in supplies and labor. Mr. Perrow brought up the subject of scheduling the fields to teams. Ms. Goodwill said she would like to see the park be a venue for concerts and movies.
3. **Park Benches** – Mr. Ekberg would like to see a comprehensive policy and plans for benches. Mr. Karlinsey explained that staff is currently working on developing this.
4. **Recycle Bins** – Mayor Hunter asked about the status of the recycling bins in the parks. Mr. Perrow answered that it is working well at concerts.
5. **Crescent Creek Play Structure** – Mayor Hunter would like to see a simplistic plan with components that could be phased over time.
6. **Trail Connections** – Mr. Payne would like other trail opportunities identified.

ADJOURN

Meeting adjourned at 6:50 p.m.

BARGHAUSEN CONSULTING ENGINEERS, INC.
CIVIL ENGINEERING, LAND PLANNING, SURVEYING

October 27, 2010
COURIER DELIVERY

RECEIVED
OCT 27 2010
CITY OF GIG HARBOR

Mayor Chuck Hunter
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

RE: Thank You to City Staff for Stroh Redevelopment Project
Our Job No. 14746

Dear Mayor Hunter:

On behalf of the Stroh Family, the Development Team of Boe Architects, Barghausen Consulting Engineers, Inc., Merit Construction Northwest, and its subcontractors, I wish to express our sincere thanks to the outstanding cooperation of your City staff in processing the entitlements/permits for our project. In particular, I would like to thank the following staff for their extraordinary efforts during a time when budget cuts, due to economic conditions, have affected staffing and workloads:

Tom Dolan, Planning Director
Cliff Johnson, Associate Planner
Cindy Andrews, Planning Assistant

Steve Misiurak, City Engineer
Emily Appleton, Senior Engineer
Marcos McGraw, Project Engineer
Amy Londgren, Engineering Technician

Dick Bower, CBO, Director

Patty McGallian, Permit Coordinator

The City is to be commended for its timely review of our submittals and keeping us on track for a construction start date of November 1, 2010. We look forward to completing our project and having a grand opening of the new store on September 1, 2011.

Thank you again for your support of this team effort. Please pass this letter of appreciation on to your staff with our gratitude for a "job well done!"

Sincerely,

Paul Cyr
Senior Planner

PC/dm
14746c.009.doc
cc: Rob Karlinsey, City Administrator

CITY OF GIG HARBOR
COMMITTEE OUTLINE MINUTES

City of Gig Harbor Finance and Safety Committee

(Council Committee Ekberg, Malich, and Conan)

Date: October 18, 2010 Time: 4:00 p.m. Location: Executive Conf Rm. Scribe: Jaci Auclair

Commission Members and Staff Present: Paul Conan, Steve Ekberg, Ken Malich, Rob Karlinsey, Dave Rodenbach.

Others Present:

Absent:

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (*if needed)*
NEW BUSINESS		
1. Budget Policies 2011 and Review of Other Jurisdiction Policies.	Councilmember Steve Ekberg called the meeting to order and Finance Director, Dave Rodenbach, introduced a draft budget policy for consideration. The written policy is intended to formalize the city's existing policy guidelines. Mr. Rodenbach outlined the status of the Civic Center Debt Reserve fund and Rob Karlinsey, City Administrator, discussed the creation of strategic reserve and equipment reserve funds. A lengthy discussion followed where committee members considered how fund amounts should be established, how expenditures will be determined, and procedures for implementing this policy.	Finance Committee members authorized staff to introduce to the city council, via the 2011 Preliminary Budget, the creation of a strategic reserve fund and equipment reserve fund; the strategic reserve fund to be originated with a $280,000 transfer ($200,000 from the Civic Center Debt Reserve and $80,000 from the General Fund) and a transfer of $50,000 (from the General Fund) to the equipment reserve fund.

Topic / Agenda Item	**Main Points Discussed**	**Recommendation/Action Follow-up *(if needed)***
2. Review of 2010 Employee Accidents.	Mr. Karlinsey presented the committee with a summary of 2010 employee property and personal injury claims. He also reminded committee members that an employee safety committee will soon be establishing an accident prevention policy.	Following review of the summary, committee members commended staff for their safety efforts resulting in a small number of claims, especially considering the night work involved in the Harborview water main replacement project.
Meeting adjourned at 5:15 p.m.		

Next Meeting: December 20, 2010 at 4:00 p.m.

GIG HARBOR
"THE MARITIME CITY"

To: **Mayor Hunter and City Council**
From: **David Rodenbach, Finance Director**
Date: **October 25, 2010**
Subject: **Third Quarter Financial Report**

The quarterly financial reports for the third quarter of 2010 are attached.

Total resources, including all revenues and beginning cash balances, are 107 percent of the annual budget. Third quarter total resources in 2008 were 56 and 64 percent of budget in 2008 and 2009 respectively. Total revenues, excluding beginning cash balances and the effects of the three large debt issuances, are 65 percent of the annual budget while total expenditures are at 61 percent. For the same period in 2009 we were at 49 and 50 percent for revenues and expenditures respectively.

General Fund revenues (excluding beginning balance of $1,077,732) are 80 percent of budget. Third quarter 2009 revenues were at 70 percent of budget. Taxes are expected to come in about three percent over 2010 budget. This equates to about $200,000. Permit revenues are $482,000 as compared with $280,000 in the same period last year. The budget for permit revenues in 2010 is $529,000.

General fund expenditures are 71 percent of budget. This is slightly ahead of 2009 when expenditures were 65 percent of budget after the third quarter. At this time it appears that three general fund departments; Municipal Court, Police and Parks, are looking like they might exceed their 2010 budget by $6,000, $47,000 and $72,000 respectively. If this is the case, a separate memorandum discussing any overages and the reasons therefore will be prepared.

Water, Sewer and Storm Sewer revenues are 82%, 74% and 67% of budget; while expenditures for these three funds are at 69%, 60% and 36% of budget. 2009 amounts for the same period were 87%, 76% and 84% for revenues and 58%, 66% and 45% for expenditures.

Cash balances are adequate in all funds.

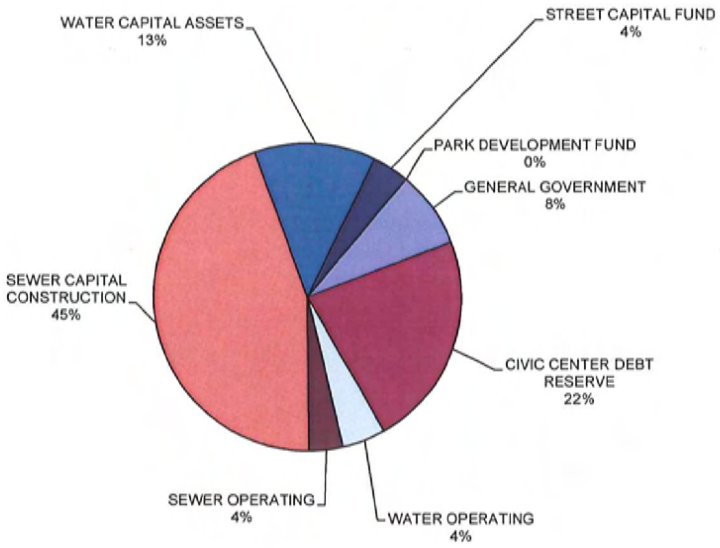
CITY OF GIG HARBOR
CASH AND INVESTMENTS
YEAR TO DATE ACTIVITY
AS OF SEPTEMBER 30, 2010

FUND NO.	DESCRIPTION	BEGINNING BALANCE	REVENUES	EXPENDITURES	OTHER CHANGES	ENDING BALANCE
001	GENERAL GOVERNMENT	$ 894,873	$ 6,465,538	$ 5,819,133	$ (117,283)	$ 1,423,996
101	STREET FUND	408,633	1,123,264	1,512,812	(16,536)	2,549
102	STREET CAPITAL FUND	231,764	4,571,894	3,629,255	(497,086)	677,317
105	DRUG INVESTIGATION FUND	43,722	9,177	47,141	(1,261)	4,497
106	DRUG INVESTIGATION FUND	-	37,059	3,004	-	34,055
107	HOTEL-MOTEL FUND	139,718	152,461	195,499	(11,524)	85,156
108	PUBLIC ART CAPITAL PROJECTS	91,559	171	-	-	91,731
109	PARK DEVELOPMENT FUND	498,109	1,464,525	1,444,416	(344,362)	173,857
110	CIVIC CENTER DEBT RESERVE	3,973,786	7,436	-	-	3,981,222
208	LTGO BOND REDEMPTION	4,798	9,114,345	8,818,424	-	300,719
209	2000 NOTE REDEMPTION	82,466	221,141	72,299	-	231,309
210	LID NO. 99-1 GUARANTY	95,001	178	-	-	95,179
211	UTGO BOND REDEMPTION	204,699	135,831	56,888	-	283,642
301	PROPERTY ACQUISITION FUND	122,243	89,965	-	-	212,208
305	GENERAL GOVT CAPITAL IMPR	149,985	90,017	-	-	240,002
309	IMPACT FEE TRUST	30,950	171,053	-	(5,560)	196,443
401	WATER OPERATING	671,202	809,161	600,585	(80,515)	799,263
402	SEWER OPERATING	597,181	2,040,316	1,996,496	(5,611)	635,389
407	UTILITY RESERVE	189,381	1,135,702	-	-	1,325,083
408	UTILITY BOND REDEMPTION	7,195	6,989,535	15,306,640	8,312,288	2,377
410	SEWER CAPITAL CONSTRUCTION	4,706,696	11,456,822	7,142,181	(1,163,759)	7,857,578
411	STORM SEWER OPERATING FUND	444,741	483,043	368,609	90,304	649,478
412	STORM SEWER CAPITAL	1,162	62,040	-	(45,625)	17,577
420	WATER CAPITAL ASSETS	803,423	2,054,473	591,239	(25,055)	2,241,602
605	LIGHTHOUSE MAINTENANCE TRUST	2,102	4	-	(1)	2,105
608	FHS TRAFFIC MITIGATION TRUST	8,965	4	8,968	-	
631	MUNICIPAL COURT		87,857	87,857	-	
		$ 14,404,354	$ 48,773,010	$ 47,701,447	$ 6,088,414	$ 21,564,333

COMPOSITION OF CASH AND INVESTMENTS
AS OF JUNE 30, 2010

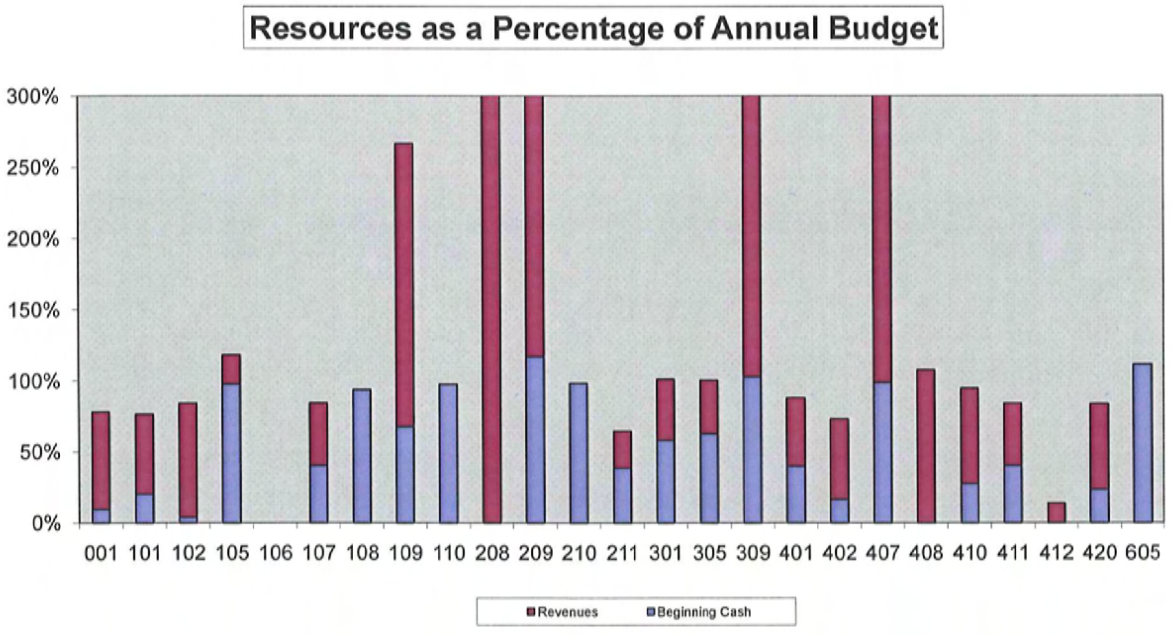
	MATURITY	RATE	BALANCE
CASH ON HAND			$ 1,300
CASH IN BANK			491,472
LOCAL GOVERNMENT INVESTMENT POOL		0.2245%	21,117,187
			$ 21,609,959

Ending Cash Balances by Fund



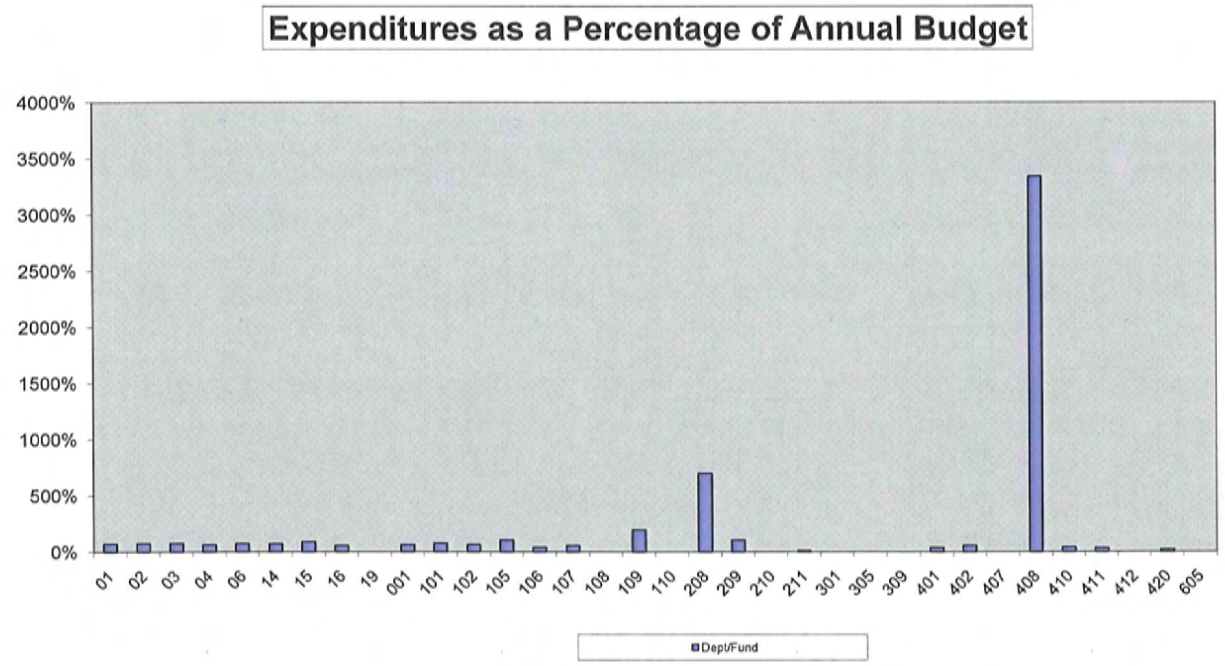
CITY OF GIG HARBOR
YEAR-TO-DATE RESOURCE SUMMARY
AND COMPARISON TO BUDGET
AS OF SEPTEMBER 30, 2010

FUND NO.	DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT	$ 9,421,319	$ 7,360,411	$ 2,060,908	78%
101	STREET FUND	2,003,957	1,531,897	472,060	76%
102	STREET CAPITAL FUND	5,705,350	4,803,658	901,692	84%
105	DRUG INVESTIGATION FUND	44,742	52,899	(8,157)	118%
106	DRUG INVESTIGATION FUND	37,370	37,059	311	99%
107	HOTEL-MOTEL FUND	346,109	292,179	53,930	84%
108	PUBLIC ART CAPITAL PROJECTS	97,775	91,731	6,044	94%
109	PARK DEVELOPMENT FUND	736,144	1,962,634	(1,226,490)	267%
110	CIVIC CENTER DEBT RESERVE	4,076,262	3,981,222	95,040	98%
208	LTGO BOND REDEMPTION	1,263,536	9,119,143	(7,855,607)	722%
209	2000 NOTE REDEMPTION	70,451	303,608	(233,157)	431%
210	LID NO. 99-1 GUARANTY	96,728	95,179	1,549	98%
211	UTGO BOND REDEMPTION	528,353	340,530	187,823	64%
301	PROPERTY ACQUISITION FUND	209,992	212,208	(2,216)	101%
305	GENERAL GOVT CAPITAL IMPR	239,004	240,002	(998)	100%
309	IMPACT FEE TRUST	30,104	202,003	(171,899)	671%
401	WATER OPERATING	1,683,625	1,480,363	203,262	88%
402	SEWER OPERATING	3,599,773	2,637,496	962,277	73%
407	UTILITY RESERVE	191,345	1,325,083	(1,133,738)	693%
408	UTILITY BOND REDEMPTION	6,492,999	6,996,730	(503,731)	108%
410	SEWER CAPITAL CONSTRUCTION	17,036,542	16,163,518	873,024	95%
411	STORM SEWER OPERATING FUND	1,101,415	927,783	173,632	84%
412	STORM SEWER CAPITAL	458,437	63,202	395,235	14%
420	WATER CAPITAL ASSETS	3,413,306	2,857,896	555,410	84%
605	LIGHTHOUSE MAINTENANCE TRUST	1,886	2,106	(220)	112%
608	FHS TRAFFIC MITIGATION TRUST		8,968	(8,968)	
631	MUNICIPAL COURT		87,857	(87,857)	
		$ 58,886,524	$ 63,177,364	$ (4,290,840)	107%



CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
AND COMPARISON TO BUDGET
FOR PERIOD ENDING SEPTEMBER 30, 2010

FUND NO.	DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL Y-T-D EXPENDITURES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT				
01	NON-DEPARTMENTAL	$ 2,113,701	$ 1,510,096	$ 603,605	71%
02	LEGISLATIVE	27,850	21,347	6,503	77%
03	MUNICIPAL COURT	325,050	240,616	84,434	74%
04	ADMINISTRATIVE/FINANCIAL	1,287,450	800,525	486,925	62%
06	POLICE	2,589,888	1,882,461	707,427	73%
14	COMMUNITY DEVELOPMENT	1,194,950	834,219	360,731	70%
15	PARKS AND RECREATION	441,975	391,628	50,347	89%
16	BUILDING	249,038	138,242	110,796	56%
19	ENDING FUND BALANCE	1,191,417	-	1,191,417	
001	TOTAL GENERAL FUND	9,421,319	5,819,133	3,602,186	62%
101	STREET FUND	2,003,958	1,512,812	491,146	75%
102	STREET CAPITAL FUND	5,705,350	3,629,255	2,076,095	64%
105	DRUG INVESTIGATION FUND	44,742	47,141	(2,399)	105%
106	DRUG INVESTIGATION FUND	8,000	3,004	4,996	38%
107	HOTEL-MOTEL FUND	346,109	195,499	150,610	56%
108	PUBLIC ART CAPITAL PROJECTS	97,775	-	97,775	
109	PARK DEVELOPMENT FUND	736,144	1,444,416	(708,272)	196%
110	CIVIC CENTER DEBT RESERVE	4,076,262	-	4,076,262	
208	LTGO BOND REDEMPTION	1,263,535	8,818,424	(7,554,889)	698%
209	2000 NOTE REDEMPTION	70,451	72,299	(1,848)	103%
210	LID NO. 99-1 GUARANTY	96,728	-	96,728	
211	UTGO BOND REDEMPTION	528,353	56,888	471,465	11%
301	PROPERTY ACQUISITION FUND	209,992	-	209,992	
305	GENERAL GOVT CAPITAL IMPR	239,004	-	239,004	
309	IMPACT FEE TRUST	30,104	-	30,104	
401	WATER OPERATING	1,683,625	600,585	1,083,040	36%
402	SEWER OPERATING	3,599,770	1,996,496	1,603,274	55%
407	UTILITY RESERVE	191,345	-	191,345	
408	UTILITY BOND REDEMPTION	457,999	15,306,640	(14,848,641)	3342%
410	SEWER CAPITAL CONSTRUCTION	17,036,541	7,142,181	9,894,360	42%
411	STORM SEWER OPERATING FUND	1,101,415	368,609	732,806	33%
412	STORM SEWER CAPITAL	458,437	-	458,437	
420	WATER CAPITAL ASSETS	3,413,306	591,239	2,822,067	17%
605	LIGHTHOUSE MAINTENANCE TRUST	1,886	-	1,886	
607	EDDON BOATYARD TRUST	-	-	-	
608	FHS TRAFFIC MITIGATION TRUST	-	8,968	(8,968)	
631	MUNICIPAL COURT	-	87,857	(87,857)	
		$ 52,822,150	$ 47,701,447	$ 5,120,703	90%



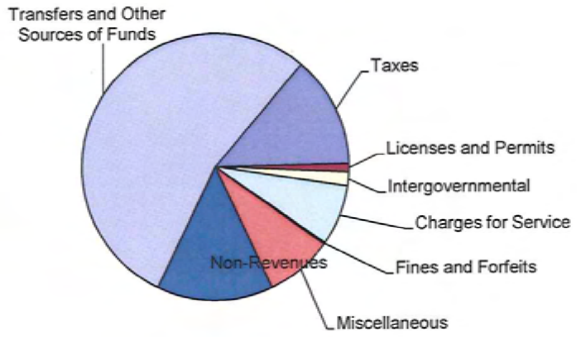
CITY OF GIG HARBOR
YEAR-TO-DATE REVENUE SUMMARY
BY TYPE
FOR PERIOD ENDING SEPTEMBER 30, 2010

TYPE OF REVENUE		AMOUNT
Taxes	$	6,611,097
Licenses and Permits		505,658
Intergovernmental		785,114
Charges for Services		3,615,091
Fines and Forfeits		98,384
Miscellaneous		3,962,115
Non-Revenues		6,856,861
Transfers and Other Sources of Funds		26,338,691
Total Revenues		48,773,010
Beginning Cash Balance		14,404,354
Total Resources	$	63,177,364
diff	$	(6,088,416)

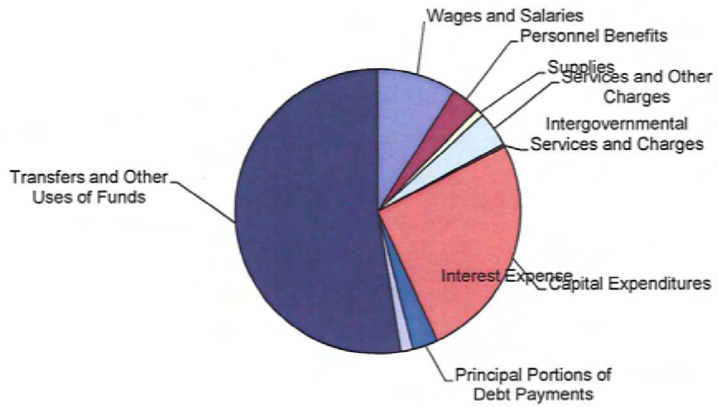
CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
BY TYPE
FOR PERIOD ENDING SEPTEMBER 30, 2010

TYPE OF EXPENDITURE		AMOUNT
Wages and Salaries	$	4,292,380
Personnel Benefits		1,574,068
Supplies		422,859
Services and Other Charges		1,894,708
Intergovernmental Services and Charges		167,042
Capital Expenditures		12,248,035
Principal Portions of Debt Payments		1,370,456
Interest Expense		646,183
Transfers and Other Uses of Funds		25,085,717
Total Expenditures		47,701,447
Ending Cash Balance		21,564,333
Total Uses	$	69,265,780

Revenues by Type - All Funds



Expenditures by Type - All Funds



CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF SEPTEMBER 30, 2010

	SPECIAL REVENUE FUNDS								
	001 GENERAL GOVERNMENT	101 STREET	102 ST CAP	105 DRUG INVESTIGTN	106 DRUG INVESTIGTN	107 HOTEL - MOTEL	108 PUBLIC ART PROJECTS	109 PARK DVLP FUND	110 CIVIC CTR DEBT RSRV
ASSETS									
CASH	$ 32,485	$ 58	$ 15,405	$ 1,080	775	$ 1,937	$ 2,086	$ 3,954	$ 90,550
INVESTMENTS	1,391,510	2,491	661,912	3,417	33,280	83,219	89,644	169,902	3,890,672
RECEIVABLES	1,138,198	48,795	862,898	-		26,110	-	-	-
FIXED ASSETS	-	-	-	-		-	-	-	-
OTHER	-	-	-	-		-	-	-	-
TOTAL ASSETS	2,562,193	51,344	1,540,215	4,497	34,054	111,267	91,731	173,857	3,981,222
LIABILITIES									
CURRENT	(5,394)	3,049	4,172	-	-	-	-	2,325	-
LONG TERM	10,194	30,581	-	-	-	-	-	-	-
TOTAL LIABILITIES	4,800	33,631	4,172	-	-	-	-	2,325	-
FUND BALANCE:									
BEGINNING OF YEAR	1,910,988	407,261	593,404	42,461	-	154,304	91,559	151,423	3,973,786
Y-T-D REVENUES	6,465,538	1,123,264	4,571,894	9,177	37,059	152,461	171	1,464,525	7,436
Y-T-D EXPENDITURES	(5,819,133)	(1,512,812)	(3,629,255)	(47,141)	(3,004)	(195,499)	-	(1,444,416)	-
ENDING FUND BALANCE	2,557,394	17,713	1,536,043	4,497	34,055	111,267	91,731	171,532	3,981,222
TOTAL LIAB. & FUND BAL.	2,562,193	51,344	$ 1,540,215	$ 4,497	34,055	$ 111,267	$ 91,731	$ 173,857	$ 3,981,222

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF September 30, 2010

	SPECIAL REVENUE FUNDS						
	301 PROPERTY ACQUISITION	305 GEN GOVT CAPITAL IMP	309 IMPACT FEE TRUST FUND	605 LIGHTHOUSE MAINT	608 FHS TRFC MITIGATION	631 MUNICIAL COURT	TOTAL SPECIAL REVENUE
ASSETS							
CASH	$ 4,827	$ 5,459	$ 4,468	$ 48	$ -	$ -	$ 130,645
INVESTMENTS	207,381	234,543	191,975	2,058	-	-	5,570,497
RECEIVABLES	-	-	-	-	-	-	937,803
FIXED ASSETS	-	-	-	-	-	-	-
OTHER	-	-	-	-	-	-	-
TOTAL ASSETS	212,208	240,002	196,443	2,106	-	-	6,638,945
LIABILITIES							
CURRENT	-	-	-	-	-	-	9,547
LONG TERM	-	-	-	-	-	-	30,581
TOTAL LIABILITIES	-	-	-	-	-	-	40,128
FUND BALANCE:							
BEGINNING OF YEAR	122,243	149,985	25,390	2,102	8,965	-	5,722,883
							-
Y-T-D REVENUES	89,965	90,017	171,053	4	4	87,857	7,804,886
Y-T-D EXPENDITURES	-	-	-	-	(8,968)	(87,857)	(6,928,952)
ENDING FUND BALANCE	212,208	240,002	196,443	2,106	-	-	6,598,817
TOTAL LIAB. & FUND BAL.	$ 212,208	$ 240,002	$ 196,443	$ 2,106	$ -	$ -	$ 6,638,945

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF September 30, 2010

	208 LTGO BOND REDEMPTION *****	209 2000 NOTE REDEMPTION*****	210 LID 99-1 GUARANTY	211 UTGO BOND REDEMPTION*****	TOTAL DEBT SERVICE
ASSETS					
CASH	$ 6,840	$ 5,261	$ 2,165	$ 6,451	$ 20,717
INVESTMENTS	293,879	226,048	93,014	277,191	890,132
RECEIVABLES	-	-	-	11,244	11,244
FIXED ASSETS	-	-	-	-	-
OTHER	-	-	-	-	-
TOTAL ASSETS	300,719	231,309	95,179	294,886	922,092
					-
LIABILITIES					-
CURRENT	-	-	-	-	-
LONG TERM	-	-	-	8,248	8,248
TOTAL LIABILITIES	-	-	-	8,248	8,248
					-
FUND BALANCE:					-
BEGINNING OF YEAR	4,798	82,466	95,001	207,695	389,961
					-
Y-T-D REVENUES	9,114,345	221,141	178	135,831	9,471,494
Y-T-D EXPENDITURES	(8,818,424)	(72,299)	-	(56,888)	(8,947,610)
					-
ENDING FUND BALANCE	300,719	231,309	95,179	286,638	913,845
					-
TOTAL LIAB. & FUND BAL.	$ 300,719	$ 231,309	$ 95,179	$ 294,886	$ 922,092

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF SEPTEMBER 30, 2010

	PROPRIETARY									
	401 WATER OPERATING	402 SEWER OPERATING	407 UTILITY RESERVE	408 UTILITY BOND REDEMPTION	410 SEWER CAP. CONST.	411 STORM SEWER OPERATING	412 STORM SEWER CAPITAL	420 WATER CAP. ASSETS	TOTAL PROPRIETARY	TOTAL
ASSETS										
CASH	$ 18,276	$ 14,549	$ 30,138	$ 54	$ 178,715	$ 14,772	$ 1,437	$ 50,983	$ 308,925	$ 492,772
INVESTMENTS	780,987	620,840	1,294,945	2,323	7,678,864	634,706	61,765	2,190,618	13,265,048	21,117,187
RECEIVABLES	328,482	322,295	-	-	-	67,941	-	23,100	741,819	2,829,063
FIXED ASSETS	3,413,022	8,778,869	-	-	13,234,044	456,901	-	809,818	26,692,654	26,692,654
OTHER	-	-	-	-	-	-	-	-	-	-
TOTAL ASSETS	4,540,768	9,736,553	1,325,083	2,377	21,091,623	1,174,320	63,202	3,074,519	41,008,446	51,131,676
LIABILITIES										
CURRENT	127,301	-	-	902,465	5,761	2	-	9	1,035,538	1,039,691
LONG TERM	52,576	67,379	-	18,324,788	-	38,597	-	-	18,483,341	18,532,364
TOTAL LIABILITIES	179,877	67,379	-	19,227,253	5,761	38,600	-	9	19,518,879	19,572,055
FUND BALANCE:										
BEGINNING OF YEAR	4,152,315	9,625,354	189,381	(10,907,770)	16,771,220	1,021,287	1,162	1,611,276	22,464,226	30,488,058
										-
Y-T-D REVENUES	809,161	2,040,316	1,135,702	6,989,535	11,456,822	483,043	62,040	2,054,473	25,031,092	48,773,010
Y-T-D EXPENDITURES	(600,585)	(1,996,496)	-	(15,306,640)	(7,142,181)	(368,609)	-	(591,239)	(26,005,752)	(47,701,447)
ENDING FUND BALANCE	4,360,891	9,669,174	1,325,083	(19,224,876)	21,085,862	1,135,720	63,202	3,074,510	21,489,566	31,559,622
TOTAL LIAB. & FUND BAL.	$ 4,540,768	$ 9,736,553	$ 1,325,083	$ 2,377	$ 21,091,623	$ 1,174,320	$ 63,202	$ 3,074,519	$ 41,008,446	51,131,677

CITY OF GIG HARBOR

GIG HARBOR®

"THE MARITIME CITY"

2010 / 3RD QUARTER PERFORMANCE AND WORKLOAD MEASURES

ADMINISTRATION

Administration

Performance Measures

	2008 Actual	2010 Goal
Percent of Citizens Agreeing with Survey Questions:		
Pleased with Overall Direction of the City	58%	N/A*
Receive Good Value for Taxes Paid	61%	N/A*
The City Listens to its Citizens	43%	N/A*
City has a Strong Sense of Community	84%	N/A*

* No survey to be conducted in 2010.

Workload Measures

	2007 Actual	2008 Actual	2009 Actual	2010 Estimate
Population	6,765	6,780	6,910	7,165
City-wide Assessed Property Valuation	1,448,681,937	1,699,571,402	1,955,970,466	2,061,648,756
Total Capital Project Budget	11,000,000	25,630,000	21,800,000	24,263,000

City Clerk Office

Performance Measures

	Public Records Requests (respond within 5 days)	Ordinance /Resolutions (within 4 working days)	Council Packets on time	Minutes done within 6 days
2008 Actual	99.9%	95%	80%	79%
2009 Actual	100%	98%	91%	44%
2010 Goal	100%	95%	95%	85%

Workload Measures

	Request for Public Records	Council Packets # of Pages	Ordinances & Resolutions	Minutes # of pages	Claim for Damages/ Lawsuits	Spcl Events Parks & Facility Resv
2009 3rd Quarter	30	844	20	36	14	137
2010 3rd Quarter	33	1205	10	30	11	335
2009 Actual	121	4,586	67	199	46	341
2010 Estimate	150	4,000	50	75	45	375

POLICE

Performance Measures

	2009 2nd Qtr	2010 2nd Qtr	2009 Actual	2010 Estimate
% of citizens who feel safe in general according to survey	n/a	n/a	n/a	80%
UCR Violent crimes per 1000 population	n/a	n/a	2.4	2.0
UCR Property crimes per 1000 population	n/a	n/a	55.8	45
Average police emergency response time in minutes	7.30	7.29	6.67	7.0

Workload Measures

	2009 3rd Qtr	2010 3rd Qtr	2009 Actual	2010 Estimate
Number of dispatched calls for service	2190	2307	8,206	8,500
Number of office walk in requests for service	595	713	2,311	2,192
Number of cases assigned for follow-up	51	58	242	280
Number of police reports written	517	497	2,088	2,200

MUNICIPAL COURT

Workload Measures

	2009 3rd Quarter	2010 3rd Quarter	2009 Actual	2010 Estimate
Infraction Filings	402	261	1,545	1,300
Infraction Hearings	324	124	957	800
Criminal Filings	145	95	571	450
Criminal Hearings	888	560	3,246	2,900

Performance Measures

	2009 3rd Quarter	2010 3rd Quarter	2009 Actual	2010 Estimate
Collection Assignments	171/$119,257	136/$78,355	574/$334,642	600/$500,000
Collection Recovery	$18,537	$12,044	$69,353	$66,000
% PC Compliance	100%	100%	100%	100%
% Speedy Compliance	100%	100%	100%	100%

The Court does not set gross revenue or case filing goals.
Judge Dunn does not influence nor comment on revenue or case filings.

BUILDING AND FIRE SAFETY

Performance Measures

	2008 Actual	2009 Actual	2010 Estimate
Complete first review or plan approval letter within 28 days of receipt of complete application (OCA)	90%	95%	98%
Provide second review or approval letter within 14 days of receipt of re-submittals	80%	95%	95%
Provide inspections within 24 hours of request	98%	99%	95%

Workload Measures

	2008 Actual	2009 Actual	2010 Actual
Inspections	2755	2521	2296
Commercial permits received	269	135	149
Residential permits received	167	85	151
Commercial permits issued	277	121	133
Residential permits issued	168	41	140

PLANNING DEPARTMENT

Performance Measures

	2009 3rd Qtr	2010 3rd Qtr	2009 Actual	2010 Estimate
% of land use cases processed under 120 days	98%*	98%	98%	100%
% of preliminary plats processed under 90 days	100%	N/A	50%	100%
% of short plats processed under 30 days	N/A	N/A	0%	100%

NOTES
N/A indicates no permits of that type approved during the quarter

Workload Measures

	2009 3rd Qtr	2010 3rd Qtr*	2009 Actual	2010 Estimate
Number of land use cases	74	56	304	300
Amount of fees collected	$30,973	$37,305	$213,196	$193,000

Note: 2010 YTD Planning fees are $130,739

PUBLIC WORKS

Parks

Performance Measures

	2009 Actual	2010 Estimate	2009 3rd Qtr Actual	2010 3rd Qtr Actual
Landscaping Maintained (sq ft/FTE)	545,481	598,106	160,360	183,025
Parks cleaned per day	100%	100%	100%	100%
Complaints addressed within 24 hrs	95%	95%	95%	100%

Workload Measures

	2009 Actual	2010 Estimate	2009 3rd Qtr Actual	2010 3rd Qtr Actual
Acres of park space & streetscapes	71.7	71.7	17.92	71.7
Community event sponsored hours	942	1000	94	33
Acres of park land (per FTE)	N/A	N/A	N/A	N/A
Park related phone calls	83	80	30	42

* Number is average over the whole year due to seasonal mowing schedule.

Streets

Performance Measures

	2009 Actual	2010 Estimate	2009 3rd Qtr Actual	2010 3rd Qtr Actual
Streets sweeping (FTE hours)	462	500	647	126
Streets maintain (lane miles/FTE)	5.6	5.6	5.6	5.6

Workload Measures

	2009 Actual	2010 Estimate	2009 3rd Qtr Actual	2010 3rd Qtr Actual
Streetlights	423	423	423	520
Lane miles maintained	81.45	81.45	81.45	81.45
Street signs repaired	427	400	23	28
Pavement markings (feet)	428,297	428,297	428,297	473,577
Sidewalks maintained (feet)	157,784	157,784	40,166	157,784
Street-related phone calls	111	100	22	36
Fleet serviced shop vehicles (hrs)	353.45	400	70.7	55.0
Fleet serviced police vehicles (hrs)	249.10	300	79.0	39.0

Water

Performance Measures

	2009 Actual	2010 Estimate	2009 3rd Qtr Actual	2010 3rd Qtr Actual
Meters read per FTE	3,248	3,248	3,217	2,201*
After hrs emer. responses w/in 45 min.	100%	100%	100%	100%

* No meters were read during the month of September 2010.

Workload Measures

	2009 Actual	2010 Estimate	2009 3rd Qtr Actual	2010 3rd Qtr Actual
Gallons of storage capacity	4,550,000	4,550,000	4,550,000	4,550,000
Number of gallons pumped per year	320.08 mg	320.08	124.0 mg	116.5 mg
Number of water related calls	119	100	20	39

Stormwater

Performance Measures

	2009 Actual	2010 Estimate	2009 3rd Qtr Actual	2010 3rd Qtr Actual
Percent of storm ponds brushed	100%	100%	100%	100%
Progress toward NSDES Phase II comp.	60%	75%	30%	70%

Workload Measures

	2009 Actual	2010 Estimate	2009 3rd Qtr Actual	2010 3rd Qtr Actual
Catch basins cleaned	1,000	1,000	4th quarter	4th quarter
Catch basins installed	3	5	0	0
Catch basins maintained	1,000	1,000	4th quarter	4th quarter
Storm ponds maintained	12	12	12	7

Wastewater

Performance Measures

	2009 Actual	2010 Estimate	2009 3rd Qtr Actual	2010 3rd Qtr Actual
Dewatering w/ thickening process (gallons)	3,266,610	3,429,111	0.722mg	848,197
Line Cleaning (feet)	36,140	35,000		4,495
Plant performance award	Yes	Yes	4th qtr.	4th qtr.

Wastewater

Workload Measures

	2009 Actual	2010 Estimate	2009 3rd Qtr Actual	2010 3rd Qtr Actual
Raw sewage treated	302.61 mg	336.43 mg	70.4 mg	64.3615 mg
Tons of bio-solids produced*	1171.35 wet tons	736.04 wet tons	274 wet tons	127.87 wet tons
Work orders for plant/lift station maintenance	430/457	450/460	112/139	84/101
Lift station checks	884	884	221	221
Corrective/Special Projects Work Order QUANTITY	44/59	40/60	5 plant/ 9 LS	1 plant/ 15 LS
Corrective/Special Projects Work Orders HOURS	394/383.75	400/380	31 plant/ 62.5 LS	6 plant/ 56.25 LS

* The reduction in biosolid tons produced is a positive cost saving measure.

Engineering

Performance Measures

	2009 Actual	2010 Estimate	2009 3rd Qtr Actual	2010 3rd Qtr Actual
Percent of project milestones met with the quarter ***(new measure for 2009)***	80%	80%	80%	75% (3/4)
Ratio of PW variances approved w/in 6 weeks of complete application	(1/1)	3	100%	(0/0)
Ratio of sewer exceptions approved w/in 6 weeks of written request	(2/2)	3	(0/0)	(0/0)

Workload Measures

	2009 Actual	2010 Estimate	2009 3rd Qtr Actual	2010 3rd Qtr Actual
Number of capital projects construction surveyed by staff	3	3	0	0
Traffic modeling completed by staff	0	1	0	0

FINANCE

Finance

Performance Measures

	2009 1st Quarter	2010 1st Quarter	2009 Actual	2010 Estimate
Maintain city bond rating (Moody's A2)	A2	Aa3	Aa3	Aa3
Unqualified audit financial statement opinion	Yes	Yes	Yes	Yes

Workload Measures

	2009 3rd Quarter	2010 3rd Quarter	2009 Actual	2010 Estimate
Number of invoices processed	2,302	1,816	1,411	9,200
Number of transactions receipted	4,375	4,389	16,051	17,500
Number of utility bills processed	3,282	3,333	3,190	14,220
Number of payroll checks processed	841	633	722	2,520
Number of business licenses processed	178	180	629	700

Information Technology

Performance Measures

	2007 Actual	2008 Actual	2009 Actual	2010 3rd Quarter
Average Cost of IT per Citizen	26	31	28	20
Average Cost of IT per Employee	1667	1880	1666	1471
Network uptime	99%	99%	99%	99%

Workload Measures

	2007 Actual	2008 Actual	2009 Actual	2010 3rd Quarter
Number of IT staff	2	2	2	1.5
Number of remote sites	2	3	3	3
Average monthly help desk calls	225	360	370	125

MARKETING

Performance Measures

	2009 3rd Quarter	2010 3rd Quarter	2009 Actual	2010 Estimate
Occupancy Percentages	63%	N/A	42%	N/A
% Change in Visitor Info Requests	-28%	36%***	-47%	10%
Editorial Medial Value **	$65,000	$55,125	$304,028	$300,000

N/A data no longer being collected.

Workload Measures

	2009 3rd Quarter	2010 3rd Quarter	2009 Actual	2010 Estimate
Promotion and Advertising Budget	$22,000	$10,655	$55,000	$36,000
Number of Filled Requests	3,087	4,820	12,883	15,000
Travel writers/media hosted in Gig Harbor *	3	19	9	4

* travel writers and meeting planners attending the FAM tour at Museum and the Food & Wine Fest among other Gig Harbor events

** this figure is value of editorial articles generated by the marketing dept, figured by the publications advertising rates.

*** requests increased due to a large mailing to meeting planners generated via GlassRoots, memberships targeted by small meeting campaign to include AUSA and WA State Assoc. of Exec

Travel writers this quarter include and not limited to:
Melissa Liton -- Seattle Belles (Gig Harbor Food & Wine)
Sarah Wyatt -- freelance writer (Harbor History Museum)
Heather Larson -- freelance writer '
Keren Brown -- food blogger (GH F & W)
Antione Pin -- food blogger '
Lilly Jang -- TV reporter '
Clive Pursehouse -- food blogger '
Sarah Ness -- food blogger '
Joanna S -- food blogger '
Shona Milne -- food blogger '
Barbara Evans -- food blogger '
Scott Abernethy -- food blogger '
Derek Young -- food blogger '
Shauna Causey -- food bloger '
Alex Eagleton -- food blogger '

City of Gig Harbor Work Program, Resulting from the City Council Retreat on September 24, 2010

	Department	Topic	Staff Assigned	Committee or Budget	When	Notes
1	Admin./Finance	Health Insurance Plan: Analysis of options and transition plan	Rob	Finance & Safety	mid 2011	Still in progress. Evaluating new consortium of cities option
2		Personnel & Administrative Policy Updates & Development	Rob	Finance & Safety	Dec-2011	Would like to make this a higher priority in 2011
3		Incremental Implementation of the Downtown Business Plan	Rob	Full Council	Ongoing	This plan is not gathering dust on the shelf
4		Activate the Hospital Benefit Zone	Dave R.	Full Council	April 2011	HBZ Cashflow Model is forthcoming. Council action 4-11. HBZ to be activated 7-11
5		Mainstreet Contribution & Involvement	Rob	Full Council	Year Round	Data Requested. **Data provided at 11/1/10 Budget Work Session**
6		State & Federal Funding, and State Legislative Agenda	Rob	Intergov Affairs	Year Round	See attached proposed legislative agenda. **The City Council approved the 2011 legislative agenda in October 2010.**
7		Community survey	Rob	Full Council	2012	Conduct another survey in 2012 if funding allows
8	✓	Boys & Girls Club Agreement	Rob	Full Council	2010-11	Agreement is signed and executed: $100k in 2010; $150k in 2011
9		Purchasing Policies and Procedures	Dave R	Finance & Safety	2011	
10		Budget	Dave R/Rob	Finance & Safety	2010-11	**Reserve fund policy to Finance & Safety Committee in October 2010.**
11		Reallocate Civic Center Debt Reserve Fund to new capital reserve/equipment purchase fund and new revenue stabilization fund.	Dave R/Rob	Finance & Safety	2011	**See 2011 budget**
12		Four-day Work Week (4/10s) for City Employees	TBD	Finance & Safety	2011	New benefit for City employees? Would need to be bargained. **Send to finance and safety committee in 2011. Also look at 9/80s**
13		Business Licenses: Eliminate or Reduce 30-day exception?	Rob/Dick	Finance & Safety	2010-11	**Research what other cities are doing & report back.**
14		Pierce County Public Benefit Rating System - Monitor	Dawn	Full Council	2009	Monitor; continue to endorse
15		National Maritime Heritage Area	Dawn	Full Council	2009-10	Monitor; continue to endorse; Submitted to Nat'l Park Service
16		Historic district Boundaries and Architecture	Dawn	Full Council	2011	Needs Planning review, then to Council for historic dist. boundary revisions. **Send to P&B Committee for prioritization.**
17		Join PenMet Park District?	--	Full Council	--	Revenue; more of a regional approach to parks. Voter approval required. **Do not pursue at this time.**
18		Form Transportation Benefit District	Admin	Full Council	2011-2012	Voter approval required. Revenue stream would be dedicated to transportation. **Direct staff to look into this further.**
19		Formation of an Employee Safety Committee	Molly/Rob	Finance & Safety	Year Round	Employee Committee formed in 2010
20		Electronic Records Retention Plan	Molly / Kay	Finance & Safety	Year Round	
1	Marketing	Meet in Gig Harbor Program	Laureen	Full Council	Ongoing	Targets small meeting audience and meeting planners. **Get Council a copy--done.**
2		Lodging Tax Revenue/Visitor Center	Laureen	Full Council	2011	
1	Building/Fire Safety	Revive annual fire inspection program	Dick	Full Council	Dec-2010	Evaluating alternatives
2		Improve Online Permitting Capabilities to fully utilize Palladin Portal	Dick	Plng & Bldg	2010-11	
3		Update all-hazard mitigation plan	Dick	Full Council	2011	
4		Conduct Disaster Exercise	Dick	Finance & Safety	Fall 2010	**Done as of 10/10. Will conduct another in 2011.**
1	Planning	Text Amendments	Jennifer/Tom	Plng & Bldg	Ongoing	See Attached
2		C-1 Text Amendment - Retail GFA Increase from 65k to 100k	Tom	Plng & Bldg	2010 or 2011	Direct Council consideration or send to Planning Commission? **Send to P&B Committee to prioritize.**
3		Annexation Requirement for Utility Extension	Tom	Plng & Bldg	**2011**	Time to re-visit this policy? **Create a matrix showing where the County is the same/different.**
4	✓	2030 Population Allocations	Jennifer	Full Council	2009-2010	Done
5		Shoreline Master Program Update	Peter	Plng & Bldg	2010-11	In progress
6		2010 Comprehensive Plan Amendments	Jennifer/Tom	Full Council	Dec-2010	In progress

City of Gig Harbor Work Program, Resulting from the City Council Retreat on September 24, 2010

	Department	Topic	Staff Assigned	Committee or Budget	When	Notes
7		2011 Comprehensive Plan Amendments	Jennifer/Tom	Full Council	2011	
8		State-Mandated Comp Plan Update Due in 2014	Jennifer/Tom	Full Council	2014	Big project
9	✓	PROS Plan	Kristin/Tom	Full Council	2010	Done
10		Harbor Hill Development Agreement with OPG	Tom/Rob	Full Council	Dec-10	In progress
11		Move UGA and City Limits Line in Gig Harbor Bay	Tom	Full Council	2010	Resolves jurisdictional issues. Move city limits line no further than outer harbor line.
12		Annexation Sequencing Strategy	Tom	Plng & Bldg	2012	
13		Impact/Connection Fee Discount or Waiver for Low Income Housing	Rob	Operations	2011	Lobby State for Authority to do so w/o having to pay the diff. from the GF
1	Police	Drug Dog	Chief	N/A	Dec-2010	Evaluate Cost Effectiveness of this program. **Discontinue in 2011**
2		Derelict Boat & Buoy Eradication Plan	Chief/Kelly	2011	2011	MUO w/Sheriff this fall. Execute Plan this winter and spring 2011.
3		Policy Manual	Chief/Kelly	Finance & Safety	June 2011	
4	✓	Evidence on Q	Chief	Finance & Safety	2010	Done. System in place.
1	Public Works	Trip Transfer ~~Ordinance~~	Angela	Full Council	Dec-2010	Only in Harbor Hill Development Agreement
2	✓	BB16 Latecomers Agreement	Angela	Operations	June 2010	Done
3		Public Works Standards Updates	George F/Steve	Operations	Dec-2011	Perform work in-house. To PW Committee in 1st Quarter 2011
4	✓	NPDES Phase II - Stormwater Manual Update	Jeff L.	Operations	Dec- 09	Done
5		Traffic Impact Fees Update	Emily A.	Operations	Dec-2010	Coincide with TIP
6		6-year TIP	Steve/Emily	Full Council	2011	
7		Affordable Housing - Reduce or Waive Impact/Connection Fees	Rob	Operations	Fall 2011	Waiting on outcome of proposed state legislation
8		Parking time limits on N. Harborview in Finholm commercial	Steve M.	Operations	2011	**Work with GHHWA on a proposed solution.**
9		Delay Impact/Connection Fee Due Date to Promote Development	Rob	Full Council	Early 2011	Proposal to move payment due date from Building Permit to Certificate of Occupancy.
10		ADA Transition Plan	TBD	Operations	2010-15	Incremental implementation
11		Green Building / LEEDS and Low Impact Development	Wayne	Plng & Bldg	On-going	Recent changes in storm manual have addressed LID. Other deliverable(s)? Provide incentives, such as density credits.
12		2012 Transportation Element Re-Certification	Emily A.	TBD	2011-2012	Must complete re-cert process with PSRC to maintain grant eligibility status. In-house work is possible with consultant assistance as necessary.
13		2014 State Mandated Transporation Element Update	Emily A.	TBD	2014	
14	✓	Sidewalk / Trails Inventory & Connections	Kristin	Operations	2010	Done. See adopted PROS Plan
1	Street Capital	Road Rehabilitation	Jeff L.	Varies	On-going	38th Ave. & Uddenburg Lane in 2010. List for 2011 to be provided in the near future.
2	✓	BB16 Interim Improvements	McGraw	15m	Dec-10	Construction complete. Begin cost reconciliation with FHS.
3	✓	BB16 Long-Term Solution ~~IJR~~ Interchange Report	Emily A.	175,000	June 2010	Done. Work toward network improvements. Continue toward long-term interchange design (SPUI?)
4		Harbor Hill Drive Extension to Burnham & BB16 Roundabout Metering	Emily A.	20m	2016	Funding Sources: HBZ and Federal Transportation Reauthorization (continue to lobby for this)
5	✓	38th Avenue Chipseal	Steve M.	90k	2010	Done
6		Walkable Shoulder on 38th	Marco or Steve	TBD	TBD	Staff will research cost, feasibility
7		50th Street Extension Design, Permitting, & Right-of-Way	Emily A.	Operations	Dec 2011	Inexpensive overlay for now. Staff to design and permit ultimate design in-house. Applied for DOE Grant.
8		Stanich St. Sidewalk and P.O mailbox orientation	Jeff L.	150k	Spring '11	Carryforward from 2010. Need approval from Kroger.

City of Gig Harbor Work Program, Resulting from the City Council Retreat on September 24, 2010

	Department	Topic	Staff Assigned	Committee or Budget	When	Notes
9		Back in Parking on Judson Street to create more parking spaces	Jeff L.	TBD	2011	Limit to west side only, in between driveways. **Send to OPPS Committee**
10		Harborview & Pioneer Intersection: SW Corner Facelift and Clock	Emily	TBD	2011	Rotary raising funds for a clock. Clean up corner with new concrete/furniture
11		Harborview Judson Master Plan Construction	Emily/Jeff	TBD	2011-2016	Take incremental steps
12		Pt. Fosdick Sidewalk Gap between Library and Briarwood (west side)	Emily	$475k	2012-2016	Use low impact development materials and methods. Apply for grants.
13		Wagner/Wollochet Intersection Signalization	Steve M.	400k	2012-2016	$107k received so far from developer SEPA pro-rata contributions
14		Rosedale Sidewalk Gap (north side from Skansie Ave. to Shirley)	Emily	350k	2012	Grant dependent - we have applied for a TIB grant. City match required
15		Pt. Fosdick/56th Road and Sidewalk Improvements	Steve M.	4m	2012	Grant dependent - we have applied for a TIB grant. City match required
16		Sehmel Right Turn Lane at BB16	Steve M.	175k	2012-2016	Design is complete
17		Public Works Shop Design, including connection to sewer system	Various	TBD	2011-13	$50k proposed in '11 for sewer connection. Continue design in 2012.
18		Burnham Drive Streetlights at Harborview Drive Intersection	Greg F.	40k	2012-2016	Conduit is already in; project to be performed in-house
19		Peacock Hill Street Lights	Greg F.	40k	2012-2016	Replace 15-foot lights with 20-foot lights; The 15-foot lights to be moved to Hollycroft/Soundview. Perform in-house
20		Hollycroft/Soundview Intersection	Marco / Greg / Jeff O.	35k	2012-2016	Add more lighting for pedestrians. Improve turning radius for vehicles at NW corner of the intersection
21		Rosedale/Schoolhouse Traffic Signal Improvements	McGraw	14k	2011	Upgrade cabinet and install new ped countdown display in compliance with traffic control manual
22		Stamped concret crosswalks at Pioneer/Grandview Intersection	Greg F.	18k	2012-2016	Perform in-house; one of the four sections already completed.
23		**All-Way Stop at Harborview/Stinson Intersection**	**Emily**	**Operations**	**2010-2011**	**Send to OPPS Committee**
1	Parks	Eddon Park Dock and Marine Railway - H	Steve M.	$243k for dock	2010-2011	Dock is nearing completion. Seek resources (volunteer labor & donoations; grants) to construct railway for small vessels.
2		Eddon Boat ICP & Long-Term Monitoring - H	Steve M.	$5k/yr	2009-2014	$25k in 2011 due to additional testing and analysis needed in 3rd year
3		Eddon Boat Park Beach Improvement	Mayor	$22.5k	2011	Carryforward from 2010
4		Donkey Creek Daylighting and Austin Estuary	Dawn/Emily	$2.6m	2011-12	Will be changing to different engineering firm
5		Skansie Netshed Piling Repair/Replace - H	Mayor	125k	2011	$100k funded by American Express Grant.
6		Skansie House	Mayor	35k	2011	Perform repairs, painting, and electrical on first floor. Send out RFP for local non-profits to use back portion of first floor. Remove or cut back vegetation around the house, including the hedge.
7		Jerisich Park Plaza	Mayor	see notes	2010-2012	Use in-house labor to move "clutter" now. Obtain donated funds & in-kind resources to move statue
8		Jerisich Dock 70-foot Extenstion	Lita Dawn		2012-13	Grant dependent; Port of Tacoma?
9		Cushman Trail Construction - 96th to Borgen	Marco/Emily	2m	2011	Seeking funding for 96th to Borgen
10		Twawelkax Trail from Cushman Trail to Harborview Drive	Emily/Darrell	TBD	2011	Obtain easement. Utilize donated labor and resources to complete this trail link.
11		Parks & Streets Furniture Donation Policy	Kristin/Dawn	Operations	2011	
12		Future Parks Grants Requests - E.G. RCO, ALEA & Cons. Futures. "Anything that helps finish a park."	Dawn	TBD	2009-10	RCO Application in for Cushman Trail - 96th to Borgen. Wilkinson Farm Park trail proposal lacked match.
13		Playgrounds Master Planning - Plan with Boundless in mind	Marco	TBD	2011-2016	**Incremental approach. Not all elements need to be boundless. City Park, Civic Center and GH North parks are at the top of the list.**
14		Capital Project List for Volunteers - Develop	Marco/Kristin	Operations	2010	
15		Fisherman's Pier at old Stutz Fuel Dock	Various	TBD	2011-2012	Parking lot by June 2011. Seeking funding for pier. Potential for fuel dock? **Public restroom also needs to be in the plan.**
16		KLM Veterans Park: Basketball Court and Concrete Under Shelter	Marco	15k	2012	
17		Wilkinson Farm Park Wetland Delineation and Mitigation Plan	Kristin/Jeff L.	15k	2011	Needed for positioning for future grants and projects
18		Wilkinson Farm Park Trails/Boardwalk - Design a Concept	TBD	In House	2011	After wetland mitigation **study**
19		Wilkinson Barn Structural Improvements and New Roof	Lita Dawn	TBD	2012-2016	Applying for grant funds

City of Gig Harbor Work Program, Resulting from the City Council Retreat on September 24, 2010

	Department	Topic	Staff Assigned	Committee or Budget	When	Notes
1	Wastewater	WWTP Phase I Expansion	Steve M.	17m	Dec-2010	Substantially complete by year-end. Clarifier #2 mechanism arrives early 2011.
2		WWTP Marine Outfall Extension	Steve M.	8m	March 2011	Construction underway. Completion scheduled for March 2011
3		Lift Station Upgrades/retrofits/replacements	Steve M./Darrell	Varies	Ongoing	One replacement per year--LS 6 & 7 in 2010. LS 12 in 2011.
4		WWTP Plant Phase II Expansion Design	Steve M.	700k	2012-16	Funding dependent on PWTF loan
5		Shorecrest Septic System (Ray Nash)	George F.	Operations	2011	City to perform a rate/connection fee study for this as a separate system.
6		Canterwood Conveyance System Deterioration	Darrell	TBD	2010-11	Currently analyzing repairs needed and will have cost estimates in near future.
7		Lift Station 6 Replacement (Ryan/Cascade)	Emily/Darrell	850k	2011	Evaluating building profile options in light of concerns from neighbors
8		Lift Station 12 Replacement Design (Woodhill/Burnham)	Darrell	350k	2011	Design and permit.
9		Lift Station 7 (Reid & Hollycroft) Upgrades	Darrell	203k	2010	
10		Pt. Fosdick Sewer Force Main Replace (between Olympic & 56th)	Steve M.	300k	2011-12	In conjunction with Pt. Fosdick/56th St. road improvements (if TIB grant materializes)
11		Unsewered Areas Strategy	Jeff L.	TBD	2012-16	Research smaller, high-tech Tx plants per wastewater comp plan
1	Water	New Well Development (No. 11)	Jeff L.	800k	2011-12	Pending results of drilling & testing
2		GHN Well (No. 9) 7 Water Rights Advocate	Jeff L.	60,000	ongoing	Continue to pursue water rights for this well; and other water rights issues
3	✓	Stinson & Harborview Watermain Replacement	Jeff L./Jeff O.	$1.5m	Dec-10	Construction in progress
4		Replace Other A/C Watermains (Lewis St., Grandview, etc.)	Jeff L.	TBD	2011-12	
5		Groundwater Recharge Feasibility Report	Jeff L.	50k	2011	Cost to be shared by wastewater
1	Stormwater	50th Street Culvert	Emily A.	275,000	2012+	Finish design & permitting in-house in 2011. Applied for DOE Grant.
2		38th Avenue/Garr Creek Basin - Design & Permit Improvements	Wayne	150k	2011	Based on result of study which is currently underway
3		WWTP Un-named Street Culvert Issues at Harborview	Steve M.	**65k**	2011	Resolve potential flooding issues where un-named stream goes under Harboview
4		NPDES Phase 2 Stormwater Quality Requirements	Wayne	TBD	Ongoing	Continue phased-in requirements

CITY OF GIG HARBOR
OPERATIONS & PUBLIC PROJECTS COMMITTEE MEETING - MINUTES

DATE of MEETING:	October 21, 2010
TIME:	3:12 pm
LOCATION:	Public Works Conference Room
MEMBERS PRESENT:	Councilmembers Franich, Malich, and Committee Chair Payne (by conference call)
STAFF PRESENT:	City Administrator Rob Karlinsey; Mayor Hunter; City Engineer Steve Misiurak, Sr. Engineer Emily Appleton; Sr. Engineer Jeff Langhelm, Project Engineer Marcos McGraw, Associate Planner Kristin Moerler, Special Projects Coordinator Lita Dawn Stanton, Asst. Clerk Maureen Whitaker
OTHERS PRESENT:	Peter Stanley, Owner/Tides Tavern, Kathy Davis, Manager/Tides Tavern, Dave Morris
SCRIBE:	Maureen Whitaker

1. FISHERMEN'S PIER PARKING LOT DESIGN.

DISCUSSION POINTS

Marcos McGraw presented the preliminary conceptual design. He explained that the design included 36 parking stalls, 2 ADA stalls, landscaping and the street frontage, restrooms, and a pier. These drawings only incorporated a parking lot and pier to begin the permitting process. Lita Dawn Stanton said that she had met with Jake Bujacich and received positive feedback and will meet with Greg Lovrovich/Fishermen's Club tomorrow. She stated that that Greg Lovrovich/Fishermen's Club wanted to meet with the Engineers to ensure that the slope of the pier was correct to accommodate the best tides and discuss the pilings for adequate turnaround. He also would like to discuss the lineup at the ramp, suggesting an "L" shape. Ms. Stanton also stated that she would take this to the GHHWA board meeting in the near future. She stated that once all the comments have been received, the city would meet with the stakeholders one more time then move forward with permitting, and hopefully out to bid in February 2011. The permitting would put the pier on the existing footprint. City Engineer Misiurak thought that with the level of permitting required, the city could conservatively be out to bid in April or May.

Rob Karlinsey stated that he had met with Tides Tavern owner Peter Stanley two weeks ago. Mr. Stanley was present at this meeting and stated that had several comments as follows:

1. Likes the way the project is coming along;
2. Likes added parking which is good for all;
3. Concerns of access and turnaround for his large delivery trucks;

4. Concerns about his shed that is built on city right-of-way. This shed stores his daily consumables;
5. Recycling cans can be moved to other side with no problem;
6. Concerns about construction and impacts to his business;
7. Preference for work to start after Labor Day;
8. Greatest concern is the location of the shed and dumpsters.

Discussion about permitting, access, and parking took place. Councilmember Malich asked if a two-level parking garage had been considered at this site. Mr. McGraw responded that it would create access problems for the pier and trucks.

Project Engineer McGraw explained that the city is currently preparing a resolution to present to City Council that would declare the parcel as right-of-way, based on the use and the proposed use of said parcel as parking area for a public pier including a public restroom. By declaring this parcel as right-of-way, it can serve the public good as a preserved view corridor, downtown parking for the public pier, and a public restroom. The north end of Soundview Drive is already city right-of-way. Permitting construction on city right-of-way and an adjacent parcel would require several variances. Dedicating the city owned parcel as right-of-way simplifies the permit process for this capital improvement project like a boundary line adjustment simplifies permitting for a private development on two or more adjoining lots. Associate Planner Kristin Moerler discussed that without declaring the parcel as right-of-way, there would be no way to develop the parcel without needing variances, setbacks, and landscape requirements. The intended uses for this parcel is absolutely consistent with the city's current Master Shoreline practices. It is the city's intention to get permitting in place before the new Shoreline regulations are in place where parking would then be restrictive. There was some discussion back and forth on this decision to propose the parcel to be right-of-way.

Councilmember Malich stated that there is a high interest in having a fuel dock at this location. He said that he didn't want to rush ahead with the design to take care of a few businesses. Councilmember Malich said that he wants to accommodate the community when possible. There was a lengthy discussion about the pros and cons of having a fuel dock. Councilmember Franich stated that he did not believe that it is the city's job to be in the fuel business. Councilmember Payne said that fuel tanks can always be installed at a later date. Mr. McGraw stated that the city's consultant Sitts and Hill advised that a fuel dock is prohibited at this site. Dave Morris introduced himself as a member of the Economic Development Committee. He said that his brother owns the dock next door. Mr. Morris said that the Harborview Marina Association sent a letter supporting a fuel dock and affirmed that there is a huge demand for a fuel facility. Mayor Hunter said what is driving the planning for the site is the dock and parking. He further stated that someone should come forward with a funding proposal for the fuel dock. City Administrator Karlinsey stated that the public would have to buy down the capital costs. He stated that Gary Glein provided him a sheet of revenues and expenses, showing only a slim margin, however it did not include debt or capital services. Mr. Karlinsey said that the city has a very tight budget of $258K to do the design and construction and gave a word of caution to have multiple iterations done by the city's consultant. Mr. Karlinsey stated that he had already put in a call to the Port of Tacoma to have them take a look at investing in something more substantial in this area.

There was a great deal of discussion about the visual limitations of the conceptual design sheets provided. The Committee said that the drawings did not reflect the topography of the property nor did the drawings show the property line for the Tides Tavern. Councilmember Franich requested a real picture showing perspective next to the drawing. Lita Dawn Stanton volunteered to work on this request. Councilmember Franich stated that he was a strong believer in getting it right the first time. Councilmember Malich cautioned the city to not be in such a rush and to fully explore the fuel dock option. Councilmember Payne suggested

that the city move forward with the design that flexes with a fuel dock in the future. City Administrator Karlinsey stressed the importance of managing the expectations of a fuel dock, which entails letting the public know that funding is not currently available for this option, the option will be left open in the event it is permissible, and we will continue to show what we are doing conceptually. Ms. Stanton referred to Mayor Hunter's June 18, 2010 memorandum to City Council entitled "Old Stutz Oil Property Path Forward". A copy of that memorandum is included with these minutes.

Councilmember Payne suggested that the name of the pier should be the Maritime Pier, rather than the Fishermen's Pier. He added that the fishermen prefer it to be called the Maritime Pier.

RECOMMENDATION / ACTION / FOLLOW-UP

Mr. Karlinsey to contact Poulsbo, Des Moines and other municipalities that have a fuel dock. There is a need to determine if several uses can co-exist and if a new fuel dock is permissible at this site. Councilmember Franich requested a picture of an actual site plan perspective and a cost estimate for both options.

Mr. Karlinsey recommended and the committee agreed that the conceptual plan move forward to the full City Council in November.

2. ALL-WAY STOP AT HARBORVIEW DRIVE AND STINSON AVENUE.

DISCUSSION POINTS

Sr. Engineer Emily Appleton introduced the proposed All-Way Stop at the intersection of Stinson and Harborview where all legs would be required to stop. She explained that there have been numerous safety complaints from pedestrians using the crosswalk at this location due to poor visibility and the way the intersection is configured. Ms. Appleton explained that this intersection meets the volume warrant criteria and had performed an analysis of the legs of Harborview Drive and Stinson Avenue. The existing Level of Service (LOS) on Harborview is A. The existing LOS on Stinson is C with an average p.m. peak hour delay of 15 seconds. She said that with an all-way stop at this intersection, the LOS would become B for all three legs with an average p.m. peak hour delay of 11 seconds. We would also gain six parking stalls without impacting visibility and turning. City Engineer Steve Misiurak stated that safety enhancement is the main reason and solves the operational issue regarding the Stinson backup. City Engineer Misiurak said that he would like to try a trial period, put down paint striping only, and monitor the results. He would also like to include striping the parking stalls during this trial period. The trial period would be a performance period of three to six months.

Councilmember Franich expressed his opposition to this idea. He stated that the city has agreed to accept LOS F in the downtown area. The LOS on Harborview is A right now and Stinson is LOS C with an average delay peak hour delay of 15 seconds. He asked why the city would want to inconvenience 5,000 cars by making them stop each time and create an eleven-second delay to improve pedestrian controls there. There was discussion about pedestrian safety control devices and removing or relocating the crosswalk to the 3700 block of Harborview. Discussion ensued about the safety of mid-block crossings. Councilmember Franich said that there has never been any mention of this in the past, except the recent council retreat and it has never been on any transportation plan.

Councilmember Malich said that he thought this was a pretty well thought out idea, but would rather see a roundabout there, but knew there was not enough right-of-way there.

Councilmember Payne asked if the issue was pedestrian safety, and if so, he would rather find another way rather than installing a three-way stop. Councilmember Payne said that he would like to see some public outreach with two alternatives presented in the newspaper. He further stated that he certainly wants to take pedestrian safety seriously and asked if there could be another solution. He further added that he was not comfortable saying "go ahead in committee" and move to full council. Councilmember Malich agreed.

City Engineer Misiurak stated that the city's Engineers should be considered the experts when it comes to determining traffic and pedestrian safety, and their recommendations for improvements. He further stated as City Engineer, he needs the autonomy to make decisions especially when technical decisions need to be made, and City Administrator Karlinsey agreed. He said if this is not the case, then why have a City Engineer.

RECOMMENDATION / ACTION / FOLLOW-UP
Further discussion took place and a solution was not reached. Staff will update the City Council before making a decision.

3. OUTDOOR GALLERY PEDESTALS PROGRAM – GIG HARBOR ARTS COMMISSION.

DISCUSSION POINTS
Lita Dawn Stanton, administrative support for the GHAC spoke on behalf of the GHAC Chair Tracy von Trotha. The goal of the Outdoor Gallery program is to enhance the residents' and visitors' experience of the community through art placed on outdoor pedestals throughout the city. This program would consist of a recurring year-long exhibit of loaned artwork with the possible acquisition of exhibited pieces. Ms. Stanton stated that the art would be selected based on a "Call for Artists". She emphasized that City Council had already approved the conceptual program. The GHAC will "jury in" (select) the art pieces, then recommend the pieces to City Council for approval. Currently two art pieces have been donated therefore the GHAC will only have to jury in two more pieces. This is a similar program as the City of Puyallup has. Ms. Stanton explained that she discussed this program in detail with Operations Supervisor Marco Malich, which included the pedestals, bases, and site distance considerations. She provided a handout that illustrated four locations in the right-of-way to show scale and impact. The explained that in the "Call to Artists" it will specify that the material has to be weatherproof and vandal proof as much as possible. The pedestals are temporary and can be removed. Councilmember Franich asked if the size of the art had been discussed with Public Works. A discussion ensued about the size limitations of the art.

RECOMMENDATION / ACTION / FOLLOW-UP
The GHAC will present to City Council for approval a policy on the size of art in the right-of-way.

4. UNITED STATES GEOLOGY SURVEY (USGS) WATER STUDY INTERLOCAL AGREEMENT.

DISCUSSION POINTS
Sr. Engineer Jeff Langhelm explained that the city has had an application to obtain water rights since 2000 and stalled with the Department of Ecology (DOE) for the past 10 years. Well 10 did not prove to provide enough water, so the city is preparing to drill Well 11 and is finalizing the pros and cons of selecting the best site.

Mr. Langhelm further explained that the city is preparing to perform multiple groundwater aquifer studies (one study per proposed well site). These multiple studies will cost the city approximately $100,000 to $250,000 per study depending on the depth of the well and the complexity of the aquifer(s). However, based on his recent discussions and attending meetings with Kitsap County area water purveyors and the United States Geological Survey (USGS), the city has the opportunity to become involved with a peninsula-

wide USGS groundwater modeling study and characterization. This groundwater study and characterization would assist the city in obtaining future water rights by creating a groundwater model that would be accepting of DOE and the tribes (since they would also be stakeholders in the modeling). The resulting model will make predictions of groundwater flows over the next several decades. By not participating, the USGS may not extend the limits of the study down the Gig Harbor Peninsula. Also, by not participating in this study the city would otherwise need to perform a similar individual study for each of the wells we would want to develop. The intent of this one study is to consolidate the efforts of many water purveyors for future wells. The funding for this study is approximately 50% local governments/water purveyors and 50% USGS. Due to the size of our city, the collective group of purveyors are requesting Gig Harbor provide $10,000 per year starting in 2011 for a term of five years. This expense could be paid for from the city's Water Capital fund.

The Kitsap Peninsula groundwater model is similar to the groundwater modeling that was recently performed by USGS in the Chambers/Clover Watershed. Both Tom Mortimer, the city's water rights attorney and our hydrogeologist, Robinson Noble, strongly recommend the city become involved with this modeling program because of its future benefits and low cost. Information was discussed that identified both potential benefits and disadvantages to join this type of venture.

USGS will provide a publicly available website that describes the scope and intent of the project and results as they come available. For the past three years, the city has budgeted $40,000 to $60,000 per year for "Water rights annual advocate/permitting". The funding for this interlocal agreement is $10,000 for five years and is proposed to come from this budget item. Funding of this agreement would likely reduce or maintain the work previously performed under this budget item by the city's water rights attorney (typically $30,000-$40,000 each year).

RECOMMENDATION / ACTION / FOLLOW-UP

Councilmembers Malich and Franich supported the proposed Interlocal with the expectation that Mr. Langhelm will let City Council know if the program is working. Recommendation by the Committee to bring to full Council on the Consent Agenda for consideration.

Meeting adjourned at 5:40 p.m.

Respectfully submitted:

_____

Maureen Whitaker

Business of the City Council
City of Gig Harbor, WA

Subject: Interlocal Agreement for Funding of USGS Kitsap Peninsula Ground Water Model – Public Utility District #1 of Kitsap County
Proposed Council Action:. Authorize the Mayor to the sign an Interlocal Agreement between Public Utility District #1 of Kitsap County and the City of Gig Harbor related to the USGS ground water model.

Dept. Origin:	Public Works
Prepared by:	Jeff Langhelm
For Agenda of:	November 8, 2010
Exhibits:	Interlocal Agreement, USGS Project Summary, and a Pro/Con Analysis

	Initial & Date
Concurred by Mayor:	CLH 11/1/10
Approved by City Administrator:	RJK 10/29/10
Approved as to form by City Atty:	Approved via Email
Approved by Finance Director:	11/1/10
Approved by Department Head:	10/30/10

Expenditure Required	$50,000	**Amount Budgeted**	See "Fiscal Considerations"	**Appropriation Required**	$0

INFORMATION/BACKGROUND

The City of Gig Harbor is preparing to perform multiple groundwater aquifer studies (one study per proposed well site). These multiple studies will cost the City approximately $100,000 to $250,000 per study depending on the depth of the well and the complexity of the aquifer(s). However, based on recent discussions I have attended with Kitsap County area water purveyors and the United States Geological Survey (USGS), the City of Gig Harbor has the opportunity to become involved with a peninsula-wide USGS groundwater modeling study and characterization.

This groundwater study and characterization would assist the City in obtaining future water rights by creating a groundwater model that would be accepting of DOE and the tribes (since they would also be stakeholders in the modeling). The resulting model will make predictions of groundwater flows over the next several decades. By not participating through the attached ILA, the USGS may not extend the limits of the study down the Gig Harbor Peninsula. Also, by not participating in this study the City would otherwise need to perform a similar individual study for each of the wells we would want to develop. The intent of this one study is to consolidate the efforts of many water purveyors for future wells.

The funding for this study is approximately 50% local governments/water purveyors and 50% USGS. Due to the size of our city, the collective group of purveyors are requesting Gig Harbor provide $10,000 per year starting in 2011 for a term of five years. This expense could be paid for from the City's Water Capital fund.

The Kitsap Peninsula groundwater model is similar to the groundwater modeling that was recently performed by USGS in the Chambers/Clover Watershed. Both Tom Mortimer and our hydrogeologist, Robinson Noble, strongly recommend the City become involved with this modeling

program because of its future benefits and low cost. Supplemental information has been provided with this council bill that identifies both potential benefits and disadvantages for the City to join this type of venture.

USGS will provide a publicly available website that describes the scope and intent of the project and results as they come available.

FISCAL CONSIDERATION

For the past three years the City has budgeted $40,000 to $60,000 per year for "Water rights annual advocate/permitting". The funding for this interlocal agreement is $10,000 for five years and is proposed to come from this budget item. Funding of this agreement would likely reduce or maintain the work previously performed under this budget item by the City's water rights attorney (typically $30,000-$40,000 each year).

BOARD OR COMMITTEE RECOMMENDATION

This proposed agreement was presented at the October meeting of the Operations and Public Projects Committee. The recommendation was to bring this to the full council for consideration.

RECOMMENDATION/MOTION

Authorize the Mayor to the sign an Interlocal Agreement between Public Utility District #1 of Kitsap County and the City of Gig Harbor related to the USGS ground water model.

INTERLOCAL AGREEMENT
City of Gig Harbor Contract No. _____

FOR FUNDING OF USGS KITSAP PENINSULA GROUND WATER MODEL

1. **Parties.** **THIS INTERLOCAL AGREEMENT** ("Agreement") is made and entered into on the date referenced on the signature page by and between the City of Gig Harbor (herein referred to as "Participant") and Public Utility District #1 of Kitsap County, a municipal corporation ("Lead Agency"). The term "Participants" as used herein shall include the Participant as identified in the paragraph, and all other public entities who enter into substantially similar agreements with the Lead Agency.

2. **Purpose of Agreement.** Lead Agency is entering unto an agreement with the USGS for the purpose of having the USGS prepare a comprehensive analysis of the Kitsap Peninsula Ground Water Systems and prepare a Kitsap Peninsula Ground Water Model. By entering into this agreement, no separate legal or administrative entity is created. The Participant and Lead Agency shall act as an independent contractor and not as an employee of the other party to this agreement. As such, neither party shall have the authority to bind other parties nor control employees of other parties, contractors or other entities.

3. **Role of Lead Agency.** Kitsap PUD shall be responsible for coordinating with the USGS and Participants in the preparation of the ground water model and administration of the agreement with USGS. Kitsap PUD shall receive no compensation for its administrative duties.

4. **Contribution of Participant.** Participant agrees to reimburse PUD for Participants share of payments made by Kitsap PUD to the USGS. Such payments shall be made on an annual basis. While the exact amount of Participants contribution will not be known until all Participants have been identified and have agreed to participate, in no event shall Participant's share exceed $10,000 per year for five years.

5. **Ownership and Use of Data.** Kitsap PUD shall be the custodian of the USGS data. As Lead Agency, Kitsap PUD agrees to make available and share with all Participants all of the data and information developed by the USGS including the final ground water model.

6. **Technical Advisory Committee.** As Lead Agency, KPUD shall represent all parties in communication with the USGS. In addition, Lead Agency shall support and coordinate the technical advisory committee. All participants shall be members of this committee. Other entities may be added to the committee upon a majority vote of the participants.

7. **Term.** This Agreement shall be in effect for five years. Billings shall be provided to Participant by Lead Agency on an annual basis.

8. **Termination.** Any Participant may terminate its participation of this Interlocal Agreement at any time for any reason by providing at least 60 days advanced notice of termination in writing to the other parties. In such event, the terminating party shall no longer be obligated to pay any reimbursement costs for the remaining term of this Agreement. In the event of termination, Participant shall forfeit any rights otherwise accruing to it by this agreement.

9. **Hold Harmless.** Each party to this Agreement shall defend, indemnify and hold the other party, its appointed and elected officers and employees, harmless from claims, actions, injuries, damages, losses or suits including attorney fees, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement to the extent caused by the fault of negligence of the indemnitor, its appointed or elected officials, employees, officers, agents, assigns, volunteers or representatives.

10. **Applicable Law and Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated in the Superior Court of Kitsap County, Washington.

11. **Non-Discrimination.** Parties shall not discriminate in any manner related to this Agreement on the basis of race, color, national origin, sex, sexual orientation, religion, age, marital status or disability in employment of the provision of services.

12. **Severability**. If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of all Parties.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between Parties. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.

14. **Compliance with RCW 39.34.040.** Pursuant to RCW 39.34.040, this Agreement shall be filed with the Kitsap County Auditor or alternatively, listed by subject on the public web site of the Parties hereto or on other electronically retrievable public source.

DATED this_____ day of _____, 2010

PARTICIPANT

_____
Charles L. Hunter
Mayor

ATTEST:

_____
Molly Towslee
City Clerk

APPROVED AS TO FORM:

_____
Attorney for Participant

PUBLIC UTILITY DISTRICT #1
OF KITSAP COUNTY

_____
John Armstrong, President
Board of Commissioners

ATTEST:

_____
Clerk for Board of Commissioners

APPROVED AS TO FORM:

_____
William Broughton, Attorney for Kitsap PUD

SUMMARY

Characterization and Numerical Simulation of the Groundwater Resources on the Kitsap Peninsula, Kitsap, Mason, and Pierce Counties, Washington

A proposal prepared by the U.S. Geological Survey for the Kitsap Public Utility District
August 12, 2010

Problem — Groundwater provides a major source of drinking water for the population of the Kitsap Peninsula. Consequently, as the population grows, so does the demand for groundwater. However, the quantity of usable groundwater is limited, largely because the Peninsula is bounded by seawater and the potential for water-level declines and seawater intrusion increases as groundwater usage increases.

Objectives —The major objectives of the study are to characterize the groundwater-flow system on the Kitsap Peninsula and its interaction with associated surface-water features, and to integrate this information into a numerical groundwater flow model to assist water resource managers in the development of a long-term watershed management plan. This study also will create project management tools to facilitate communication between project partners and stakeholders, and to establish consistent methods and practices among project participants for project data collection, QA/QC, and archiving.

Relevance and Benefits —This study is consistent with the national USGS mission and goals and to water-resource issues identified in the USGS Science Strategy. The study addresses groundwater availability and sustainability, which is a priority issue under the Water Census of the United States as outlined in Facing Tomorrow's challenges: USGS Science in the Decade 2007-2017. This study also will provide resource managers on the Kitsap Peninsula with a numerical flow model to assist in the development of a long-term watershed management plan to meet the needs of current and future water demands within the watershed, while also working to protect and improve the watershed's natural resources. This study is appropriate for inclusion in the USGS Cooperative Program because it will provide information that advances understanding of hydrologic processes.

Approach — A project website and a quality-assurance/quality-control plan will be developed to facilitate communication and methods between project partners and stakeholders. Existing and new groundwater and surface-water data will be compiled and evaluated to characterize the flow system, and entered into the National Water Information System data base. A numerical groundwater-flow model will be constructed to simulate potential anthropogenic and climatic impacts on groundwater and surface-water resources, and the model will be transferred to the project partners for assisting development of a long-term watershed management plan.

Characterization and Numerical Simulation of the Water Resources on the Kitsap Peninsula, Kitsap, Mason, and Pierce Counties, Washington

A proposal prepared by the U.S. Geological Survey for the Kitsap Public Utility District
August 12, 2010

Background — At a series of public meetings in 2009 to discuss the USGS Bainbridge Island groundwater study, water managers from several water purveyors on the Kitsap Peninsula expressed a desire for an integrated peninsula groundwater model for managing their water resources. The Kitsap Peninsula shares several characteristics with Bainbridge Island, and the two areas face similar issues of limited groundwater recharge due to overlying low-permeability glacial tills, increasing demands for groundwater supplies, and potential saltwater intrusion near coastal wells. The geographic proximity of the two areas also raises questions about potential connectivity between aquifers on the peninsula and the island, with groundwater pumping practices in one area potentially affecting supplies in the other. Though the Bainbridge Island study was confined to the island and nearby parts of the peninsula, a larger model of the Kitsap Peninsula extended to natural hydrologic barriers (proposed herein) would provide a more complete picture of regional groundwater supplies, and become a valuable tool for water managers coordinating regional water management plans.

The Kitsap Peninsula is a 580 square-mile area located between Seattle and the Olympic Peninsula, surrounded by parts of Puget Sound on the north, east, and south and by Hood Canal on the west (fig. 1). Connection to the mainland is through a 2.2-mile strip of land between Lynch Cove on Hood Canal and North Bay on Case Inlet, with over 250 miles of shoreline delineating the rest of the perimeter. The geologic units of interest to a hydrologic study comprise alternating layers of glacial till, sand and gravel, and silt and clay. The peninsula

contains no major river systems, though it is incised by many short streams that flow from the interior to Puget Sound (Hood Canal, Dyes Inlet, Sinclair Inlet, Carr Inlet, and Case Inlet). Most streams are perennial and fed by springs and surface runoff after storms. Where cliffs are present along the coastline, glacial and interglacial deposits of the peninsula interior are exposed and springs and seeps discharge groundwater directly onto the beach and into Puget Sound.

The peninsula has a temperate maritime climate with mean annual precipitation between 30 and 60 inches per year. Precipitation amounts are in large part controlled by the Olympic Mountains to the west. In general, precipitation reaches a minimum during midsummer and a maximum during the late fall and early spring. Mean monthly temperatures range from about 39 °F in January to 64 °F in July and August. At times, temperatures are sufficiently low for a few inches of snow to accumulate, but snow accumulation is not normally significant.

Land use on the peninsula includes approximately 40 percent coniferous and deciduous forests and 20 percent urban and military development. The remaining 40 percent is covered by non-forest vegetation, which includes agricultural and natural vegetative cover. Naval Submarine Base Bangor occupies a significant area in the northwest corner of the peninsula, and other military bases on the peninsula include Camp Wesley Harris, the Puget Sound Naval Complex, Naval Station Bremerton, and the Keyport Naval Undersea Warfare Center.

Population on the peninsula is estimated to be about 240,000 residents. Major cities include Bremerton, Silverdale, Poulsbo, Port Orchard, and Gig Harbor, though with the exception of Bremerton none of these is estimated to include more than 20,000 residents. Outside of these cities, the countryside is rural and semirural and many homes obtain potable water from individual wells instead of public supply systems. Population growth in Kitsap County has

averaged about 2.8 percent for the 30-year period ending in 2000; if this rate of growth continues, groundwater pumping on the peninsula will need to support an additional 310,000 people over the next 30 years. Current observed water level declines at large public supply wells suggest that such an increase may not be possible without significant new pumping capacity and numerous new wells. The impacts of such potential growth are not yet well understood.

Problem — Groundwater provides a major source of drinking water for the population of the Kitsap Peninsula. Consequently, as the population grows, so does the demand for groundwater. However, the quantity of usable groundwater is limited, largely because the Peninsula is bounded by seawater and the potential for water-level declines and seawater intrusion increases as ground-water usage increases.

In 2010, the Water Purveyors Association of Kitsap County (Water PAK) contacted the USGS regarding the development of a numerical groundwater-flow model that could assist water-resource managers in developing long-term management plans. An initial presentation was given by the USGS to members of the Water PAK where the USGS outlined some preliminary study options. Meeting attendees generated questions relevant to water resources issues in the watershed (listed below) and agreed that additional data collection and analysis and the construction and use of a numerical groundwater-flow model of the Kitsap Peninsula were needed to help address many of these questions and assist water resource managers in the development of a long-term watershed management plan. As a result of this meeting, Water PAK members and stakeholders asked the USGS Washington Water Science Center (WAWSC) to help design and conduct a study, including the construction of a numerical groundwater-flow model, to assist in the development of a long-term watershed management plan for the Kitsap Peninsula.

Questions developed by the Water PAK are:

1) Which regions or aquifers are most likely to be adversely affected by current and future groundwater withdrawal?
2) Which regions might provide the most benefit to recharge if they are protected from the construction of impermeable surfaces accompanying development?
3) What are the effects on streamflow from current and future groundwater use?
4) How will saltwater intrusion affect coastal wells?
5) How can the model enhance wellhead protection efforts?
6) Are there specific regions or aquifers where Aquifer Storage and Recovery (ASR) practices are best suited?

Objectives — The major objectives of the study are to characterize the groundwater-flow system in Kitsap County and its interaction with associated surface-water features, and to integrate this information into a numerical groundwater-flow model to assist water resource managers in the development of a long-term watershed management plan. This study also will create project management tools to facilitate communication between project partners and stakeholders, and to establish consistent methods and practices among project participants for project data collection, QA/QC, and archiving. POTENTIAL SALT WATER INTRUSION?

Relevance and Benefits —This study is consistent with the national USGS mission and goals and to water-resource issues identified in the USGS Science Strategy. The study addresses groundwater availability and sustainability, which is a priority issue under the Water Census of the United States as outlined in Facing Tomorrow's challenges: USGS Science in the Decade 2007-2017. This study also will provide resource managers on the Kitsap Peninsula with a

numerical groundwater-flow model to assist in the development of a long-term watershed management plan to meet the needs of current and future water demands within the watershed, while also working to protect and improve the watershed's natural resources. This study is appropriate for inclusion in the USGS Cooperative Program because it will provide transferable information that advances understanding of hydrologic processes.

Approach — A project website and a quality-assurance/quality-control plan will be developed to facilitate communication and methods between project partners and stakeholders. Existing and new groundwater and surface-water data will be compiled and evaluated to characterize the flow system, and entered into the National Water Information System data base. A numerical groundwater-flow model will be constructed to simulate potential anthropogenic and climatic impacts on groundwater and surface-water resources, and the model will be transferred to the project partners for assisting development of a long-term watershed management plan. Two USGS Scientific Investigations Reports will be published to describe: 1) the conceptual model of the watershed; and 2) numerical model construction, limitations, and results from approximately six simulations representing a range of potential anthropogenic activities (formulated in consultation with stakeholders) and hydrologic conditions. An overview of the specific tasks needed to complete the study is presented below. A project timeline and budget are given at the end of this document. The project duration is expected to be approximately 4½ years, with 2 years of groundwater level and streamflow data collection at established monitoring network sites.

Task I. Create project management tools to facilitate communication between project partners and stakeholders, and to establish consistent methods and practices among project participants for project data collection, QA/QC, and archiving

Task 1.1 Establish Project Website (FY11) - Create a project website, accessible by Project Team members and the public, to provide descriptions of project objectives and study methods, periodic project progress updates, project reports, and other products. The website also may contain links to project data and results. Links to preliminary project data and results will be password protected to prevent the premature dissemination of information outside the Project Team. The website will hosted by the USGS, and maintained for the duration of the project.

Task 1.2 Establish Project QA/QC Plan (FY11) - Develop a project quality-assurance/quality-control plan to establish accurate and consistent methods and procedures for data collection, analysis, and storage. This plan will be based on the WAWSC QA/QC Plan for groundwater activities (Drost, 2005).

II. Characterize the groundwater-flow system on the Kitsap Peninsula and its interaction with associated surface-water features

Task 2.1 Compile and Evaluate Currently Available Data and Populate Database (FY11) - Compile currently available data, evaluate its accuracy, and populate the project database (USGS GroundWater Site Inventory [GWSI]) and website. The area is within the Puget Sound Regional Aquifer System, which was described at a regional scale by Vaccaro and others (1998). Once all available data have been compiled and reviewed, the extent of the area to be represented in the numerical groundwater-flow model will be determined. Once established, the area to be modeled will guide decisions about additional data needs. Data to be compiled will include: a) information describing the

areal extent, thickness, and lithologic composition of aquifers and aquitards, groundwater levels, aquifer boundary conditions, and the spatial distribution of aquifer hydraulic properties; b) soils and land use coverages; c) aquifer recharge data (precipitation, leakage from surface-water features, anthropogenic return flows, and inflows from tributary basins and adjacent uplands); d) aquifer discharge data (withdrawals from wells and permitted water rights, baseflow to surface-water features, evapotranspiration estimates, and underflow to adjacent units); and e) streamflow and lake- level records for the study area to identify possible trends and delineate gaining/losing reaches.

A spatially oriented project database(s) for storage, evaluation, and analysis of currently available information for the study area will be established using a combination of GIS and data management and analysis software (ArcGISVersion 9.1, GWSI, Rockworks, etc.). The database will integrate information from multiple sources, and will be continually populated with new data as they become available. All data will be checked for accuracy in accordance with the project QA/QC plan. The database will contain information about geology, hydrology, water use, and land use in the study area, and will be accessible to all project members.

Task 2.2 Identify Additional Data Needs (FY11) - Identify additional data necessary to meet study objectives, based on an evaluation of currently available data. Additional data collection will be guided by information needed to construct a numerical groundwater-flow model of the Kitsap Peninsula and will help address data gaps and technical questions from the stakeholders and project staff of the current study. Additional data collection may be necessary in parts of the study area to adequately define the hydrogeologic framework of the groundwater system for the numerical flow model.

Task 2.3 Additional Data Collection - Additional data will include the collection of groundwater levels, streamflows, and lake levels. These data will be used to supplement existing monitoring networks in areas of interest that are not currently being monitored. Baseflow measurements also may be made to delineate gaining/losing stream reaches, and drillers' logs and other geologic information may be used to refine aquifer/aquitard extent and thickness maps. Specific data collection tasks include:

Task 2.3.1 Augment Water Purveyors Groundwater Monitoring Networks (FY11-13) and Data Collection and Processing (FY11-13) - The Kitsap PUD (KPUD) and other water purveyors maintain groundwater monitoring networks (monthly manual water-level measurements) for their public-supply wells in Kitsap County. The number of groundwater monitoring wells will be increased by about 70 wells) to: 1) provide more complete areal and vertical coverage of the major aquifers in the study area, 2) to better evaluate groundwater and surface-water interactions, and 3) to document groundwater levels away from major withdrawal areas. Selected monitoring wells (6 wells) will be instrumented with continuous recorders. Activities in FY11 will include a well-records inventory and a field inventory (well location and access permission). In FY11-13, electronic recording pressure transducers will be installed, and data collected and processed (monthly manual water-level measurements, transducers downloaded, and data processed in GWSI).

Task 2.3.2 Conduct Stream Baseflow Measurements (FY11-12) - Stream baseflow measurements will be made to delineate gaining/losing stream reaches. Baseflow measurement sites (20 sites) will augment the two USGS surface-water gaging stations and other KPUD surface-water gaging stations currently operating in the

study area. Measurements will be made three times during the summer months of 2011 and 2012 to document seasonal changes in groundwater/surface-water exchange.

Task 2.3.3 Construct Water-Level Maps (FY12) - Water-level maps will be constructed for major aquifers in the Kitsap Peninsula based on data collected during this study. The maps will provide information about groundwater-flow directions, horizontal and vertical gradients, and the delineation of gaining/losing stream reaches.

Task 2.4 Conceptual Model and Report (FY12-13) - A conceptual groundwater-flow model will be formulated on the interpretations of previously available and newly collected information, and will provide the conceptual understanding necessary to accurately represent the hydrogeologic framework and hydrologic processes of the Kitsap Peninsula in the numerical groundwater-flow model. Using previous investigations, additional data, geologic maps, and the lithologic information from drillers' logs, hydrogeologic cross sections for the study area will be constructed using ARC GIS software. After the sections are constructed and the major hydrogeologic units have been identified, maps of the extents and thicknesses of the major units will be constructed. Hydraulic parameters will be estimated for hydrogeologic units using available data from aquifer tests, drillers' reports (specific capacity tests), and published values. Ground-water recharge estimates will be based on previously published regression equations (Bidlake and Payne, 2001). Water-right and current/historic water-use information will be solicited from municipalities and water purveyors located within the study area.

A report summarizing the conceptual model of the Kitsap Peninsula will be prepared and published by September 30, 2013. The conceptual model report will include descriptions of: a) information describing the extents and thicknesses, and lithologic composition of major aquifers and aquitards, aquifer boundary conditions, and the spatial distribution of aquifer hydraulic properties; b) ground-water movement as it relates to aquifers, aquitards and surface-water features; c) soils and land use coverages; d) aquifer recharge data (precipitation, leakage from surface-water features, and anthropogenic return flows); e) aquifer discharge data (withdrawals from wells and baseflow to surface-water features); and f) streamflow and lake-level records for the Kitsap Peninsula to identify possible trends and delineate gaining/losing reaches.

III. Integrate project information into a numerical groundwater-flow model to assist water resource managers in the development of a long-range watershed management plan

Task 3.1 Construct and Calibrate a Steady-State Numerical Groundwater Flow Model (FY12-13) - A numerical groundwater-flow model (MODFLOW) will be constructed to represent hydrologic processes on the Kitsap Peninsula, and simulate potential anthropogenic and climatic impacts on groundwater and surface-water resources. MODFLOW is a publically available, widely used three-dimensional, numerical finite-difference groundwater flow model developed by the USGS (Harbaugh, 2005; and McDonald and Harbaugh, 1988). Steady-state and transient (task 3.2) condition models will be constructed and calibrated. Model calibration and sensitivity analysis will be conducted using parameter estimation methods (Doherty, 2005). Time-averaged and synoptic groundwater-level and streamflow data will be evaluated (see task 2.4) for use in

steady-state model calibration. A commercial graphical user interface will be used to construct the model, manage the data, and conduct post-processing of modeling results.

Model boundary locations and conditions that match natural boundary features as closely as possible will be selected. The model will be bounded by Puget Sound and Hood Canal on all sides except for small portions between Hood Canal and Case Inlet and between Case Inlet and Carr Inlet on the south side of the model domain.

Task 3.2 Convert Steady-State Numerical Flow Model to Transient and Calibrate (FY13-14) - The steady-state model will be converted to transient once the collection of temporal water- level and streamflow data is completed and available for model calibration. Data collection is scheduled to begin January 2011 and end December 2012 (task 2.3). The transient model will have a monthly or shorter time step, depending on how quickly the actual flow system responds to stresses.

Task 3.3 Model Performance Simulations (FY14) - Model performance will be demonstrated by approximately six simulations representing a range of conditions. Simulations will demonstrate modeled responses (changes in streamflow and groundwater level) to variations in groundwater withdrawal rates, depths, and locations, and recharge rates (precipitation and anthropogenic infrastructure such as pavement and storm water drains). Simulation conditions will be determined by the USGS and project partners by September 30, 2012, in consultation with stakeholders and others. The MODFLOW model will be converted to a SEAWAT model (Langevin and others, 2007), which is capable of simulating density-dependent flow, to simulate the fresh/seawater interface, and evaluate the potential for seawater intrusion.

Task 3.4 Prepare Report Summarizing Model Construction and Results (FY14-15) - A report summarizing numerical groundwater-flow model construction, performance, limitations, and results from approximately six simulations will be prepared.

Task 3.5 Report Publication and Transfer of Model to Cooperator (FY15) - The model report will be published and the model, including input files, will be placed in the WAWSC groundwater model archive and transferred to the cooperator or a designee(s) of the cooperator by March 31, 2015. The cooperator or their designee(s) will be required to have a working knowledge of appropriate modeling software. It is noted that the model and input files are within the public domain and will be provided to any entity requesting them.

Budget — The project will cost $1,400,000 over 4½ fiscal years (FY 2011-2015). Project costs will be shared equally by the USGS and Kitsap Public Utility District.

Funding Sources —

Agency	FY2011	FY2012	FY2013	FY2014	FY2015	Total
USGS	$112,500	$125,000	$225,000	$187,500	$50,000	$700,000
Kitsap Public Utility District	$112,500	$125,000	$225,000	$187,500	$50,000	$700,000
Total	$225,000	$250,000	$450,000	$375,000	$100,000	$1,400,000

Timelines and Report Products — The USGS will prepare and publish two USGS Scientific Investigations Reports. The Conceptual Model Report will be published by September 30, 2013. The Numerical Model Report will be published and the model, including input files, will be transferred to a designee of the cooperator by March 31, 2015. A project website will be established and maintained for the duration of the study. A detailed timeline for the project is provided in the table below.

FY	2011				2012				2013				2014				2015	
Quarter starting	Oct	Jan	Apr	July	Oct	Jan	Apr	July	Oct	Jan	Apr	July	Oct	Jan	Apr	July	Oct	Jan
Tasks																		
1.1 Establish project website	X																	
1.2 Establish project QA/QC plan	X																	
2.1 Compile and evaluate currently available data and populate database	X	X																
2.2 Identify additional data needs	X	X																
2.3.1 Augment existing gw network; data collection and processing		X	X	X	X	X	X	X	X									
2.3.2 Conduct stream baseflow measurements			X	X			X	X										
2.3.4 Construct water-level maps				X	X													
2.4 Conceptual model and report						X	X	X	X	X	X	X						
3.1 Construct and calibrate steady-state numerical flow model							X	X	X	X	X							
3.2 Convert steady-state numerical flow model to transient and											X	X	X	X	X			
3.3 Model Performance Simulations														X	X	X		
3.4 Prepare numerical model report														X	X	X	X	X
3.5 Publish numerical model report and transfer model																	X	X

References Cited—

Bidlake, W.R., and Payne, K.L., 2001, Estimating recharge to groundwater from precipitation at Naval Submarine Base Bangor and vicinity, Kitsap County, Washington: U.S. Geological Survey Water-Resources Investigations Report 01-4110, 33 p.

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Harbaugh, A.W., 2005, MODFLOW-2005, The U.S. Geological Survey modular ground-water model - the ground-water flow process: U.S. Geological Survey Techniques and Methods 6-A16, 250 p.

Langevin, C.D., Thorne, D.T., Jr., Dausman, A.M., Sukop, M.C., and Guo, Weixing, 2007, SEAWAT Version 4: A Computer Program for Simulation of Multi-Species Solute and Heat Transport: U.S. Geological Survey Techniques and Methods Book 6, Chapter A22, 39 p.

McDonald, M.G., and Harbaugh, A.W., 1988, A modular three-dimensional finite-difference ground-water flow model: U.S. Geological Survey Techniques of Water-Resources Investigations, book 6, chap. A1, 586 p.

Vaccaro, J.J., Hansen, A.J., and Jones, M.A., 1998, Hydrogeologic framework of the Puget Sound aquifer system, Washington and British Columbia: U.S. Geological Survey Professional Paper 1424-D, 77 p.

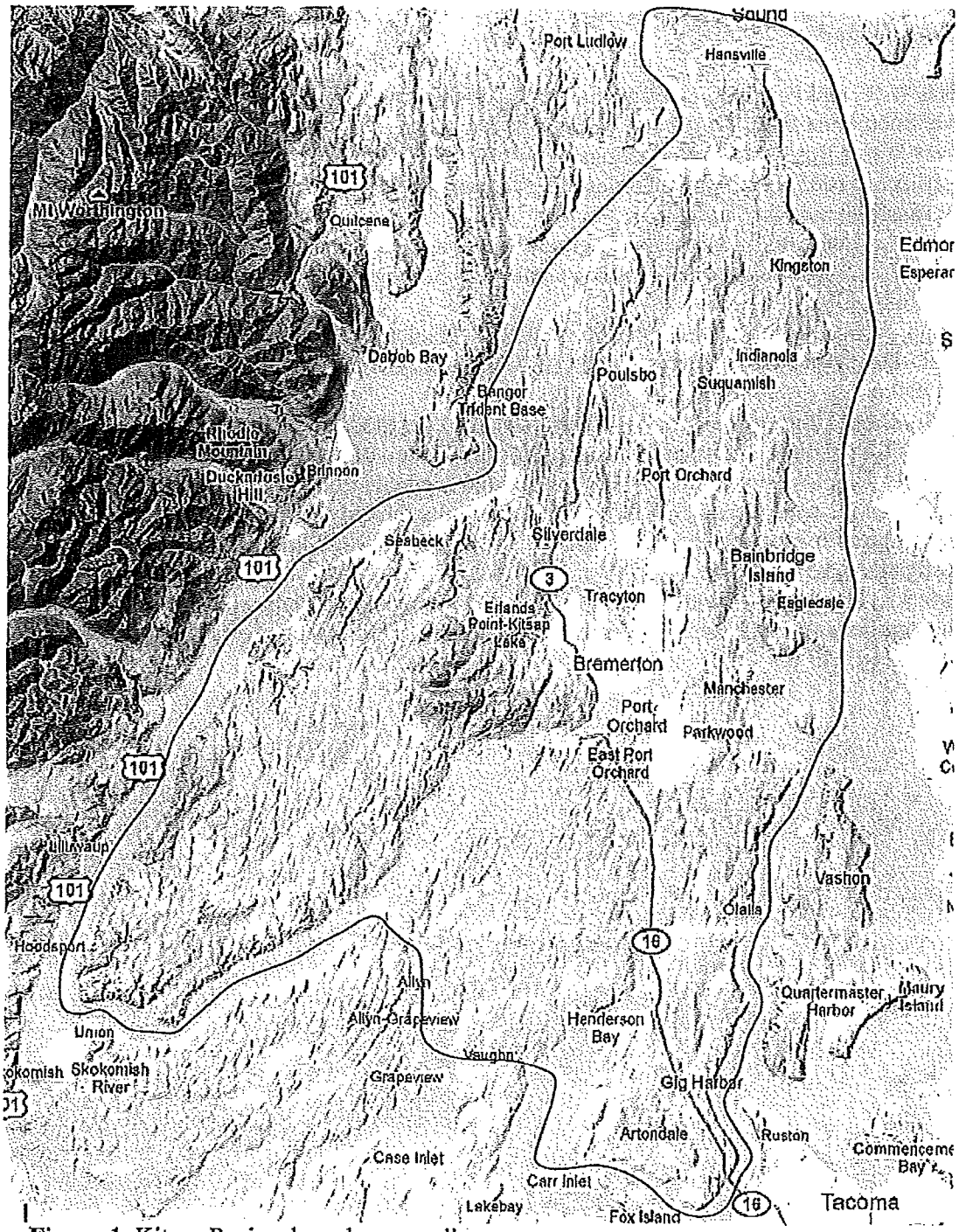


Figure 1. Kitsap Peninsula and surrounding areas.

Below is a brief analysis from the City's consultant, Robinson Nobel, identifying potential pros/cons for the City participating in the USGS Kitsap Peninsula ground water flow model.

Pro-Con Analysis for USGS Kitsap Peninsula Model versus a local Gig Harbor Peninsula Model

Pros (listed in no particular order)

1. **Lower Cost** – As proposed, the City will pay a total of $50,000 over a five-year period. This is considerably less than a three-dimensional ground water flow model would cost the City if it hired a consultant to make one. A model specific to the Gig Harbor Peninsula would likely cost between $100,000 and $250,000. Note that if the City were to construct a secondary model build upon the USGS model results (assuming that model is acceptable for such), costs are expected to be at the lower end of the scale.

2. **Better Legal Defensibility** – A model constructed by the USGS will typically carry more weight in regulatory and legal arenas than one constructed by hydrogeologic consultants. That said, consultant-generated models are generally accepted if constructed by reputable firms, and improperly used USGS models could be problematic.

3. **Acceptance by Tribes** – A model constructed by the USGS will generally be better accepted by the Tribes than one constructed by consultants

4. **Better Access to Data** – The USGS will likely have better access to data from neighboring jurisdictions than a consultant is likely to get. This is particularly useful if there are areas of concern over resource availability—the big-picture scale model may offer better insights into how production and recharge affect with the available water from a given aquifer system.

5. **Neutrality** – This is related to item 2 above. The USGS guards its neutrality on controversial issues, and therefore, is perceived by the public and agencies as "not having an agenda."

Cons (listed in no particular order)

1. **Poorer General Accuracy** – A groundwater flow model of the entire Kitsap Peninsula will likely not be as accurate as one specific to the Gig Harbor Peninsula. The larger model will require a larger cell size and make more generalizations concerning aquifer and confining layer properties. For example, the USGS Chambers/Clover Watershed model used a uniform cell size of 1,000 feet square. A similar or larger (since the model area will be larger) cell size is likely for the Kitsap Peninsula model. A smaller-scale, Gig Harbor Peninsula model could be reasonably built with a cell size of several hundred feet or less and make better use of local data. However, as noted above, this smaller-scale model could be built upon the framework of the regional model, potentially providing a more robust outcome for the new, local model.

2. **Poorer Local Accuracy** – The Kitsap Peninsula model will not likely use grid refinements, and if it does, it probably will limit grid refinements to a few areas in the model. The chance of the USGS making grid refinement in all areas of interest to the City is low, especially since the Gig Harbor area will be on the far edge of the model. A Gig Harbor Peninsula model could be specifically designed to have better accuracy in areas of interest to the City.

3. **Longer Time** – A model constructed by the USGS will take five or more years to be completed. A model constructed by consultant should be completed in 12 to 18 months depending on the available data set and model complexity.

4. **No Direct Use** – The USGS model of the Kitsap Peninsula will not be directly developed with the City's interests in mind. If the City wishes to answer specific questions with the USGS model, it will likely have to hire a consultant to use, and possibly modify, the USGS model. Such a use will partly offset the pro items 1 (lower cost) and 2 (better legal defensibility).

5. **Less Control in Model Construction** – The City will have little control in the making of the USGS Kitsap Peninsula model, but will be the driver for a local Gig Harbor model. Further, if the City generates a local model concurrently with the USGS effort (and assuming the model is correctly constructed by a reputable ground-water consulting firm), the USGS may incorporate the City's work into their own. The City's involvement in the USGS technical meetings during the course of the modeling project, may help lower this concern.

6. **Possible Lower Cost to Function Ratio** – The Gig Harbor area is relatively small compared to the larger model area. Depending on how the City's portion of the USGS modeling budget is determined, the City may be paying more for its portion of the larger model than other purveyors that have relatively larger areas of interest.

Business of the City Council
City of Gig Harbor, WA

Subject: Water Service Area Agreement - Stroh's

Proposed Council Action: Authorize the Mayor to the sign a Water Service Area Agreement with Stroh's Water Company.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm

For Agenda of: November 8, 2010

Exhibits: Agreement

	Initial & Date
Concurred by Mayor:	CLH 11/1/10
Approved by City Administrator:	10/29/10
Approved as to form by City Atty:	APPROVED VIA EMAIL
Approved by Finance Director:	10/29/10
Approved by Department Head:	10/30/10

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

INFORMATION/BACKGROUND

Pierce County is required to track and coordinate various aspects of public water supply systems located within their jurisdiction through their Coordinated Water System Plan (CWSP). As part of the CWSP, Pierce County verifies water systems do not duplicate or pass over service areas.

The City of Gig Harbor has been requested by the Stroh's Water Company to sign a service area agreement (see attached Exhibit "A") in connection with Pierce County's CWSP.

This agreement establishes a contiguous water service boundary between the City and Stroh's Water Company, which is consistent with the water service boundary provided in the City's Water System Plan as amended.

FISCAL CONSIDERATION

By signing this agreement the City is not obligating to provide water service to any areas not already provided in the City's Water System Plan. Therefore no additional fiscal obligation is necessary.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Authorize the Mayor to the sign a Water Service Area Agreement with Stroh's Water Company.

EXHIBIT A
SERVICE AREA AGREEMENT

(Supplemental to the Pierce County Coordinated Water System Plan boundary agreement)

This agreement, dated _____, is made by and between Stroh's Water Co., Inc (hereafter "Stroh's Water") a water purveyor and the City of Gig Harbor Water Department, a water purveyor located in Gig Harbor, (hereafter "Gig Harbor Water"), or collectively referred to as "the parties".

Gig Harbor Water is engaged in the business of providing water service to the public located in certain areas of Pierce County in the State of Washington. Stroh's Water is engaged in the business of providing water service to the public located in certain areas of Pierce County in the State of Washington.

The parties desire to enter into a formal service area agreement to so establish a boundary between their contiguous service areas in Gig Harbor in order to avoid any duplication or overlap of water service and to provide the most efficient service to their respective customers.

Gig Harbor Water and Stroh's Water therefore agree as follows:

1. This agreement is entered pursuant to the Pierce County Coordinated Water System Plan which by this reference said plan and Appendices are incorporated herein.

2. The contiguous water service boundary between Gig Harbor Water and Stroh's Water is agreed upon by both parties as shown on the attached maps dated September 1, 2010 and numbered Figure 1, which by this reference are incorporated herein.

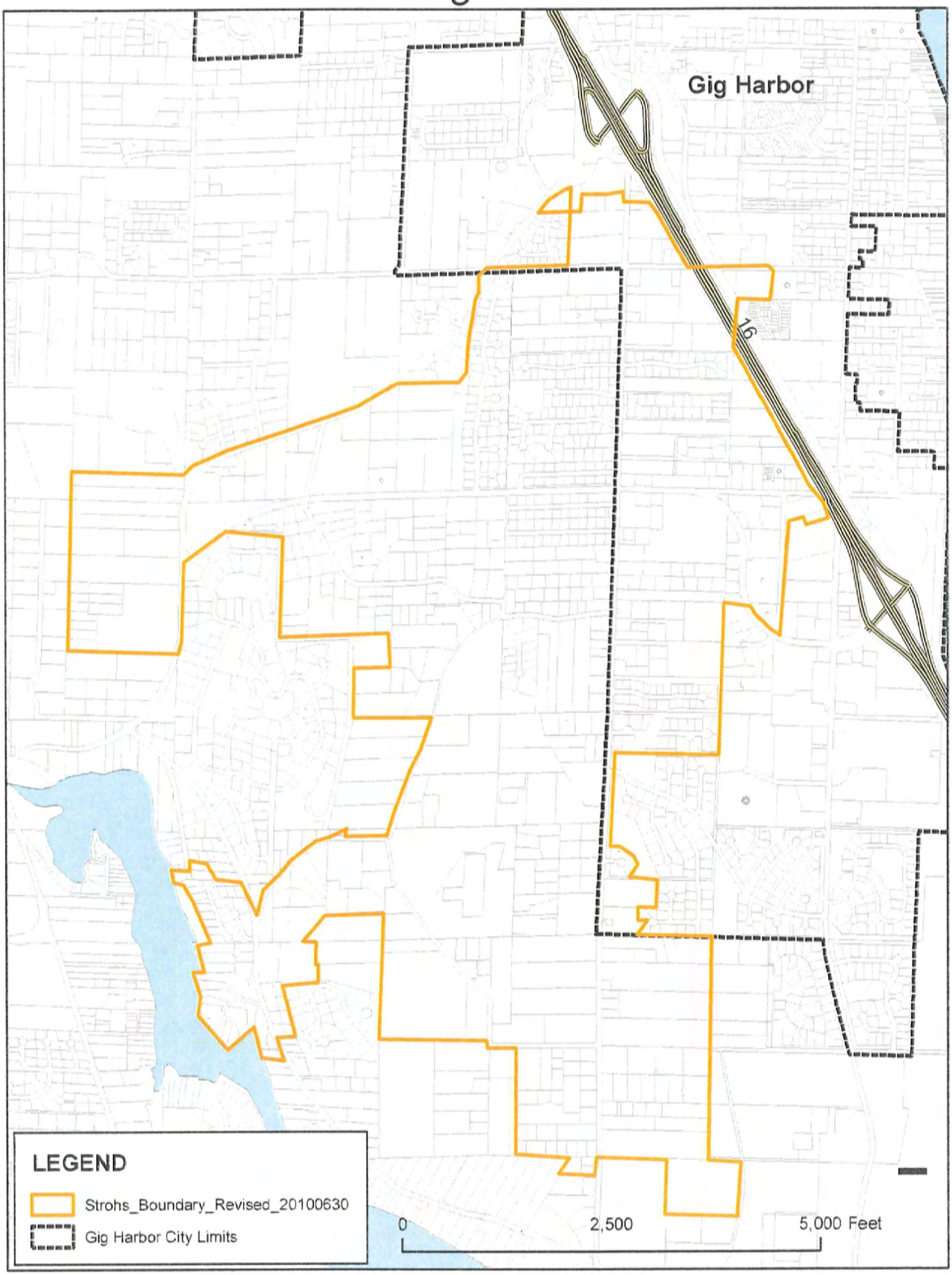
3. Gig Harbor Water and Stroh's Water may by mutual written amendment(s) to this Agreement make such adjustments to the service boundary as they may mutually agree upon from time to time so that water service to new service locations in close proximity to the service boundary may be provided in an efficient, effective and economical manner. Any such adjustments shall be documented by modifying the attached maps which when so modified and agreed to by the parties shall constitute amendments to this Agreement. Minor adjustments consisting of ten acres or less may be authorized by the Manager or Superintendent of each party, but still have to be documented by a written agreement and map.

4. It is understood that the parties may continue to serve existing water service customers who are located within the boundaries of the other party's service area. However, a customer may be transferred to the other party's system upon mutual written agreement between the parties setting out the specific terms of such transfer.

IN WITNESS WHEREOF, the following parties have duly executed this agreement on the date written above:

Stroh's Water Co., Inc.	City of Gig Harbor Water Department
By: _____	By: _____
Title: _____	Title: Mayor
Approved as to from & legality:	Approved as to form:
_____	_____

Stroh Service Area - Figure 1



Business of the City Council
City of Gig Harbor, WA

Subject: Resolution – Renewal of Pierce Conservation District Assessment

Proposed Council Action: Adopt a resolution renewing the existing resource conservation fee within the City of Gig Harbor.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm

For Agenda of: November 8, 2010

Exhibits: Resolution and Report of Accomplishments

	Initial & Date
Concurred by Mayor:	CCH 11/1/10
Approved by City Administrator:	PSK 11/1/10
Approved as to form by City Atty:	APPROVED VIA EMAIL
Approved by Finance Director:	11/1/10
Approved by Department Head:	11/1/10

Expenditure Required	$0	**Amount Budgeted**	$0	**Appropriation Required**	$0

INFORMATION/BACKGROUND

The City of Gig Harbor adopted Resolution No. 813 in November 2009 that enacted a resource conservation fee of $5 for each parcel located in the City of Gig Harbor for the Pierce Conservation District.

This fee allows for the Pierce Conservation District to provide its services and partnerships to the City and its citizens. These services and partnerships include public outreach and educational assistance to the City's citizens, employees, and contractors related to environmental stewardship and habitat restoration within the City's watersheds, eligibility for multiple educational grants and environmental stewardship grants, Gig Harbor Farmers Market support through promotion and additional funding of the Market, technical assistance with citizen groups, and partnering on citizen-based initiatives and projects.

Throughout 2010 the City and its citizens received multiple assistance opportunities from the Pierce Conservation District as outlined in the attached report of accomplishments. Additionally, the City and its citizens have planned many more assistance opportunities from the District in 2011 and the foreseeable future.

FISCAL CONSIDERATION

The continued assessment of $5 per parcel is collected directly by the Pierce County Auditor from property owners within the City. Renewing this resource conservation fee would not add a new fee but rather continue the existing assessment.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Adopt a resolution renewing the existing resource conservation fee within the City of Gig Harbor.

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, THAT THE PIERCE COUNTY COUNCIL CONTINUE A RESOURCE CONSERVATION FEE WITHIN THE COPORATE BOUNDARIES OF THE CITY OF GIG HARBOR.

WHEREAS, the City of Gig Harbor (City) is required to plan and implement programs and projects in response to requirements outlined in the City's National Pollution Discharge Elimination System (NPDES) Phase 2 Municipal Stormwater Permit issued by the Washington State Department of Ecology; and

WHEREAS, these programs and projects include public outreach and education of the City's citizens, employees, and contractors; and

WHEREAS, these programs and projects also involve documenting maintenance practices of private stormwater facilities whereby the City verifies maintenance regulations and provides technical assistance on how maintenance should be performed; and

WHEREAS, the City routinely performs capital projects that require habitat restoration in the scope of work; and

WHEREAS, the City has no baseline stream data on most of the streams flowing through the City; and

WHEREAS, the Pierce Conservation District (District), including Stream Team, is a leader in environmental stewardship and reestablishing habitat within watersheds by providing public outreach and education, technical assistance, stream monitoring stations and data, coordination of volunteers, and education of stream monitoring techniques for Pierce County citizens since 1994; and

WHEREAS, the District offers significant assistance to local governments and private citizens in response to the mandated NPDES requirements; and

WHEREAS, the City loses many opportunities by not being partners with the District, including eligibility for multiple educational grants and environmental stewardship grants, Gig Harbor Farmers Market support through promotion and additional funding of the Market, technical assistance with citizen groups, and partnering on citizen-based initiatives and projects; and

WHEREAS, the City currently receives support from the District with the City's Chum Festival through equipment and volunteer efforts, which could cease without further in-kind assistance; and

WHEREAS, the City approved Resolution 813 in November 2009 to initially enact this resource conservation fee; and

WHEREAS, the City and its citizens received multiple opportunities for assistance from the Pierce Conservation District throughout 2010; and

WHEREAS, the City and its citizens have planned many more opportunities for assistance from the Pierce Conservation District in the foreseeable future; and

WHEREAS, the Pierce County Council possesses the authority under RCW 89.08.400 to enhance the ability of the Pierce Conservation District to assist local governments by enacting an annual Resource Conservation Fee of up to five dollars ($5.00) per parcel within the Pierce Conservation District's boundaries for a period of not greater than ten (10) years.

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

Section 1. For the reasons stated above, the City Council hereby requests that the Pierce County Council, in accordance with RCW 89.08.400, enact an annual Resource Conservation Fee of five dollars ($5.00) for a period of ten (10) years from the date the Pierce County Council enacts the fee as resolved herein within the corporate boundaries of the City of Gig Harbor.

RESOLVED this ____ day of November, 2010.

APPROVED:

_____

MAYOR CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

_____

MOLLY TOWSLEE, CITY CLERK

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

2010 Pierce Conservation District Report of Accomplishments for the City of Gig Harbor

Farm Program

- **Two site visits were completed on farms** within city limits to identify site specific recommendations that *identify best management practices that reduce mud, improve manure management and increase pasture productivity*. Reports were provided to the landowners and regular follow up is conducted to assist in implementation and provide feedback.
  - One Small Farm Plan completed
  - BMPs Implemented: 1 Manure/Compost bin
    2 Pasture grazing rotation
    1 Heavy use area paddock system

- **Four soil samples were collected and tested** from properties within the City to identify existing nutrient deficiencies and provide specific recommendations that *prevent over or incorrect fertilizing leading to potential impacted surface water runoff*.

- **Seven small farm workshops** were presented. These events were focused towards residents of Gig Harbor and the surrounding communities (three within the city, four in unincorporated Pierce County/Key Peninsula) to provide information and resources on farm best management practices, local farm regulations and natural resource protection.

- **One guided beach walk** was facilitated in partnership with local agencies to *highlight upland impacts to surface and marine water quality*.

- Pierce Conservation District provided *support and resources* to **Harbor WildWatch** for their summer interactive beach programs.

- The Pierce Conservation District provided support and resources during the **Croatian Festival** to *highlight the importance of water quality to the local commercial fishing industry*.

- Pierce Conservation District worked with the City of Gig Harbor to present the **Donkey Creek Chum Festival**. PCD provided *resources including tables, tents, chairs and staff support for the fish painting booth*.

- Pierce Conservation District continues to provide assistance to small farmers and landowners in the Crescent Valley and Burley Lagoon Watersheds.
  - Two small farm plans completed to identify and prevent natural resource impacts while improving farm efficiency.
  - Cost share assistance to install 900 sq. ft. of heavy use area paddock.

- Seven site visits completed to improve farm efficiency while reducing impacts to natural resources.
- Three soil samples were collected and tested for nutrient deficiencies or overages. Site specific fertilizer recommendations were provided.

Stream Team Program

- **Trained and coordinated water quality monitoring on Donkey Creek** by *91 Harbor Ridge Middle School 7th Grade Science students.*
- Attended Crescent Creek meeting to discuss collection of water quality data and information (April 2010).
- Presented Stream Team lake program to KGI watershed Council (October 2010).
- Presented and served on a panel at the Crescent Valley Alliance/Tahoma Audubon meeting (November 2010).
- Continue to **coordinate water quality monitoring by citizen volunteers on Donkey and Crescent Creeks** (*two volunteers, three monitoring sites*).
- Assisted with the planning and development of a rain garden at the Gig Harbor Visitor's Center.
- Provided an opportunity for city staff to conduct public education and outreach as part of NPDES permit requirements at the Pierce Conservation District/Stream Team booth at the Puyallup Fair.

Agricultural Assistance Program

- **Provided $1,000** to the Gig Harbor Farmers Market Association.
- Provided support to the Wednesday Gig Harbor Farmers Market at Skansie Brothers Park, Saturday Gig Harbor Farmers Market on Kimball Drive, and the Key Peninsula Farmers Market.
- Supported chef demonstrations at farmers markets to promote the use of local products.
- **Promoted Gig Harbor farmers markets and producers** on the Pride of Pierce County: Eat Fresh, Buy Local website (www.prideofpiercecounty.com).
- Included Gig Harbor producers and providers in the *"Pride of Pierce County: Eat Fresh, Buy Local"* marketing campaign.

Subject: Grant Agreement with the Department of Archaeology and Historic Preservation (DAHP) to fund a National Register Nomination Application (Skansie Brothers Park) and the production of "Walking Maps - A Guide to Gig Harbor's Historic Net Sheds".

Proposed Council Action: Authorize Grant Agreement between Washington State Department of Archaeology and Historic Preservation (DAHP) and the City for the *Nomination Application* and *Walking Map Guide*

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton
Historic Preservation Coordinator

For Agenda of: November 8, 2010

Exhibits: State Grant Contract

	Initial & Date
Concurred by Mayor:	CMH 11/2/10
Approved by City Administrator:	RWK 11/2/10
Approved as to form by City Atty:	
Approved by Finance Director:	DP 11/2/10
Approved by Department Head:	

Expenditure Required	Amount Budgeted	Appropriation Required
$ 4,000	**$4,000**	**$ -0-**

INFORMATION / BACKGROUND

Every year, DHAP provides federal pass-through grants to local certified governments (CLG) for preservation projects. In 2010 a grant was approved to fund the services of a Historic Preservation Professional to complete a Nomination Application for a National Listing of Skansie Brothers Park. The grant also includes funds to design and print a Walking Map Guide of Historic Net Sheds (7500 brochures). A National Listing for the Skansie site will provide access to additional preservation funding sources. The Walking Map will promote Heritage Tourism and public education of our cultural resources.

FISCAL CONSIDERATION

This is a no-match reimbursement grant from DAHP so there will be no cost to the City.

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION / MOTION

Move to: Authorize the contract with DAHP to complete the "Nomination and Walking Map Guide" Project. (Completion by Sept 2011)

STATE OF WASHINGTON

Department of Archaeology and Historic Preservation

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

DAHP Contract # FY11-61011-011

Grant Agreement

Between

Washington State

Department of Archaeology and Historic Preservation

And

City of Gig Harbor

Grant No.: FY08-61018-009

Contact Person:	Loren Doolittle (360) 586-3072
Federal Grant No.:	N/A
CFDA No.:	15-904
Grant Title:	City of Gig Harbor
Effective Date:	October 1, 2010
Expiration Date:	August 31, 2011

Walking Map Guide to the Historic Net Sheds of Gig Harbor

This agreement is made between The Department of Archaeology and Historic Preservation hereinafter referred to as the DEPARTMENT, and the City of Gig Harbor, hereinafter referred to as the GRANTEE.

Section 1. Responsibilities of the Grantee

A. The GRANTEE will perform or cause others to perform the work described in the "Scope of Work" (Attachment 2). Additional special conditions or specifics about the work required by this agreement, if any, are in attachments as enumerated and described in Section 3. The GRANTEE agrees to perform the work in accordance with any such special conditions or specifics.

B. The GRANTEE understands that the work called for under this agreement must conform to federal administrative requirements as they relate to the DEPARTMENT, and the GRANTEE agrees to comply with all such

requirements. The following documents summarize some of these requirements and are incorporated herein and made a part hereof as though set forth in full:

(1) The requirements of OMB Circular A-133 for States, Local Governments, and Non-profit organizations.

(2) The "Secretary of Interior Standards and Guidelines for Archaeology and Historic Preservation." All products under this contract must be in compliance with the relevant Secretary's Standards and Guidelines e.g. Preservation Planning, Identification, Evaluation, Registration, Historic Research and Documentation, Architectural and Engineering Documentation, Archeological Investigation, Historic Preservation Projects, and Preservation Terminology.

(3) The "Historic Preservation Fund Grants Manual." - Latest Revision, February 2003.

(4) "Grants in Aid Manual." Department of Community Trade and Economic Development, Office of Archaeology and Historic Preservation.

(5) "Fiscal Year 2007 Historic Preservation Fund Annual Grant Application and Budget Changes / Special Conditions."

(6) "43 CFR 17 Civil Rights, Subpart A, Implementing Title VI of the Civil Rights Act of 1964; and Subpart B, Implementing Section 504 of the Rehabilitation Act of 1973; and Subpart C, Implementing the Age Discrimination Act of 1975; and subpart E, Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of the Interior."

(7) "Americans with Disabilities Act of 1990," 42 U.S.C. 1201 et seg. (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

C. The GRANTEE agrees to comply with the restrictions of 18 U.S.C. 1913 concerning lobbying with appropriated funds: "No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution

proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its departments or agencies from communicating to Members of Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business."

D. The GRANTEE agrees to maintain records in a manner which will provide an audit trail to all expenditures reported to the DEPARTMENT. The GRANTEE agrees to keep these records for at least four years following the ending date of the grant. In the event that an audit of the GRANTEE or of the DEPARTMENT should take exception to any expenditures by the GRANTEE, the GRANTEE agrees to refund to the DEPARTMENT on demand the amount determined by the audit as due. In the event that the DEPARTMENT is required to institute legal proceedings to enforce this repayment provision, the DEPARTMENT shall be entitled to its costs thereof, including reasonable attorney's fees. When arranging for an audit, the DEPARTMENT should contact:

Lita Dawn Stanton Tel: (253) 853-7609
City of Gig Harbor, 3510 Grandview Street
Gig harbor, WA 98335

E. The GRANTEE agrees to pay all the costs involved in carrying out the terms of this agreement prior to seeking reimbursement as provided for in Section 2. a. When seeking reimbursement, the GRANTEE will submit a completed reimbursement form in writing to the DEPARTMENT and provide such documents as an affidavit of publication for newspaper advertising soliciting bids, contracts, photocopies of canceled checks and invoices, and other documents as may be requested by the DEPARTMENT. The DEPARTMENT will provide the GRANTEE with the reimbursement form and guidelines for financial reporting procedures. The GRANTEE agrees to submit its request for reimbursement within thirty (30) days following completion of the work.

F. The GRANTEE agrees to provide the DEPARTMENT with a completion report following a form provided by the DEPARTMENT. The GRANTEE will submit this report on or before the end date. The GRANTEE agrees that the DEPARTMENT shall have the right to withhold all or part of the payment required in Section 2.a. pending receipt of this completion report.

G. The GRANTEE agrees that the "Budget" (Attachment 1) shall be a financial guide for the work called for by this agreement. The GRANTEE may exceed the budgeted amounts, but this shall in no way obligate the DEPARTMENT for a

greater amount than that stipulated as DEPARTMENT share. In the event that the GRANTEE should spend less than the budgeted amount on an object or element in the budget, the DEPARTMENT may either reduce its obligation proportionately or it may terminate this agreement. The GRANTEE agrees to maintain records which will render an accurate accounting by the elements or objects in the budget. The actual expenditures for the amounts reflected in the budget may vary by 15 percent without requiring an amendment to this grant agreement.

H. The GRANTEE agrees that the DEPARTMENT shall have the right to terminate this agreement if the GRANTEE shall fail to fulfill in a timely and proper manner its obligations under this agreement or if the GRANTEE shall violate any of the covenants, conditions, or stipulations of the agreement. In case of such termination by the DEPARTMENT, the GRANTEE agrees to return to the DEPARTMENT within thirty (30) days of the effective date of termination, any payments made by the DEPARTMENT to the GRANTEE under the terms of this agreement or any portion of such payments as may be directed by the DEPARTMENT.

The GRANTEE agrees to submit the products identified in the Scope of Work on or before the grant end date. GRANTEE acknowledges and understands that final products which do not conform to the terms and conditions of this agreement or which do not meet the applicable Secretary of the Interior's Standards will not be reimbursed.

I. The GRANTEE agrees to submit a "Schedule for Project Completion" (Attachment 6) before beginning work under this agreement. Said schedule form shall list each element described in the "Scope of Work" and shall indicate the approximate date when completion of each can be expected.

J. The GRANTEE will maintain regular contact with the DEPARTMENT regarding the progress of the grant project. The GRANTEE agrees that the DEPARTMENT shall have the right to monitor the work called for by this agreement.

K. The GRANTEE agrees to use competitive negotiation procedures (or small purchase procedures for under $25,000) for procurement of professional services and subcontracts. GRANTEE agrees to maintain records sufficient to detail the significant history of a procurement and to forward evidence of competitive procurement to the DEPARTMENT prior to reimbursement of funds under this agreement. (See Section 3, Attachment 7.)

L. The GRANTEE agrees that it, its agents and employees, and any other person or entity performing any work under this agreement, are independent contractors and not employees of the State of Washington.

DAHP Contract # FY11-61011-011

M. Federal funds are the basis for this contract. The GRANTEE certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency. Should for any reason the Federal funds which are the basis for this agreement become withdrawn, the agreement may be terminated without penalty to the DEPARTMENT.

N. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the Contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

Consistent with RCW 43.17.320.340, the parties shall make every effort to resolve disputes arising out of, or relating to, this contract through discussion and negotiation.

Should discussion and negotiation fail to resolve a dispute arising under this contract, the parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the director of each party and a third party mutually agreed upon by the director of each party. The team shall attempt, by majority vote, to resolve the dispute. If the dispute cannot be resolved in this fashion, either party may request assistance from the Governor pursuant to RCW 43.17.330.

O. The GRANTEE agrees to provide or purchase industrial insurance coverage, as applicable, prior to performing work under this agreement. The DEPARTMENT will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this GRANTEE, or any sub-grantee or employee of the GRANTEE, which might arise under the industrial insurance laws during performance of duties and services under this agreement. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result to work performed under this agreement, those payments shall be made by the GRANTEE; the GRANTEE shall indemnify the DEPARTMENT and guarantee payment of such amounts.

DAHP Contract # FY11-61011-011

P. The GRANTEE agrees to include written acknowledgment of National Park Service, Department of Community Trade and Economic Development, and Office of Archaeology and Historic Preservation support for all grant-related publications and public information materials including audio-visual and workshop materials. The GRANTEE further agrees that the written acknowledgment shall comply with the form and content stipulated in the "Historic Preservation Fund Grants Manual – 2005."

Q. The GRANTEE agrees to any additional conditions identified in section 3 and attached to this agreement.

R. There shall be no discrimination against any person employed by the GRANTEE in connection with work covered by or related to this agreement, or against any applicant for such employment, because of race, creed, color, sex, age, martial status, national origin, or the presence of any sensory, mental, or physical handicap in accordance with Chapter 49.60RCW. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation and selection for training. The GRANTEE shall insert a similar provision in all subcontracts for services covered by this agreement.

During the performance of this Contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

S. In accordance with legislative findings and policies set forth in Chapter 39.19 RCW the GRANTEE is encouraged in the participation and use of Minority and Women's Business Enterprise firms certified by OMWB.

T. The GRANTEE agrees to a zero 0 match of funds. 100% being the full amount of the let grant amount, 0% being the match amount by the GRANTEE. Further, the GRANTEE agrees that any match specifically identified to this grant agreement by the GRANTEE the GRANTEE will not claim match directly earmarked or identified for this agreement as match for any other grant, agreement or contract. The DEPARTMENT has first and exclusive claim to match provided by the GRANTEE to this agreement as indirect eligible match to the National Park Service, Historic Preservation Fund award to the DEPARTMENT. **DEPARTMENT:** Grant Amount: $4,000.00 **GRANTEE:** Minimum Grant Match Amount: $0.00.

DAHP Contract # FY11-61011-011

Section 2. Responsibilities of the DEPARTMENT

A. The DEPARTMENT agrees to reimburse the GRANTEE one hundred (100) percent of its actual authorized expenditures for the purpose of this agreement, provided:

(1) The total paid by the DEPARTMENT shall not exceed the amount stipulated in the "Budget" (Attachment 1) as DEPARTMENT share.

(2) All expenditures were incurred between the beginning and ending dates of the grant.

(3) No expenditures have been previously claimed in any other grant from any agency of the state or federal government.

(4) The DEPARTMENT has authority to expend the funds required to meet the obligations contained herein.

(5) The GRANTEE has met all requirements contained in this agreement.

B. The DEPARTMENT agrees to consider requests from the GRANTEE for progress payments if, in the DEPARTMENT'S judgment, the public interest will be served by doing so and if such payments are administratively practical.

C. The DEPARTMENT may unilaterally terminate all or part of this contract, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this contract.

The following attachments are hereby incorporated into and made a part of this agreement.

Attachment #1.	"Budget," consisting of one page.
Attachment #2	"Scope of Work consisting of three pages
Attachment #3A.	"Civil Rights Assurance", consisting of one page.
Attachment #3B,	"Understanding Grant Requirements", consisting of one page.
Attachment #3C.	"Certification Regarding Debarment," consisting of two pages.
Attachment #4.	"State Form A19-1 Invoice Voucher" to be used as basis for billing, consisting of one page.
Attachment #5	"Report of Services/ Labor Value Appraisal" form to be used by GRANTEE to document labor costs, consisting of one page.
Attachment #6	"Schedule for Project Completion" form, consisting of two pages

DAHP Contract # FY08-61018-009

Attachment #7 "Competitive Negotiation and Small Purchases Contracting Documentation," consisting of one page, for a total of thirteen (13) pages of attachments.

Section 4. Amendments

This grant agreement may only be amended if such amendment is in writing (with the exception of the 15% variance for actual expenditures identified in Section 1.g), agreed to and signed by all the parties, and attached hereto.

DEPARTMENT:

_____
Allyson Brooks, Director

_____
Date

GRANTEE:

_____
City of Gig Harbor

_____
Date

_____
Fed ID No.

VI. PROJECT BUDGET *(For FY11, no local match necessary)*

ELEMENT/OBJECT

Salaries *(include each position- volunteer or staff – and attach hourly wage justification if needed)*	***Federal Dollars*** *(CLG grant requested)*	***Hard Match*** *(Local government cash match)*	***Soft Match*** *(Donated goods and services)*	***Total***

Indirect % (**Include justification for indirect %)*				

Total Element/Object:				

GOODS & SERVICES

Contract Services	***Federal Dollars*** *(CLG grant requested)*	***Hard Match*** *(Local government cash match)*	***Soft Match*** *(Donated goods and services)*	***Total***
Brochure Printing (7500)	**$1500**		**$1000**	**$2500**
HP Professional (NR Nomination)	**$2500**			**$2500**

Materials/Supplies/Equipment				

Travel				

Other				

Total Goods & Services:				

	Federal Dollars	***Hard Match***	***Soft Match***	***Total Project Cost***
Total Funding Request	**$4000**		**$1000**	**$5000**

ATTACHMENT 2

Scope of Work

I. WORK TO BE ACCOMPLISHED: The GRANTEE shall conduct the following activities:

A. PUBLIC EDUCATION ACTIVITY

1. Create and Print (7500 copies) the "Walking Map Guide to the Historic Net Sheds of Gig Harbor":

a) Prior to completion, a draft of the brochure shall be submitted to the DEPARTMENT for review and comment. First draft of said brochure shall be submitted to the DEPARTMENT no later than **May 19, 2011**. A second submittal of draft materials shall be submitted no later than **July 14, 2011**. **Final product is due on Wednesday, August 31, 2011**. The DEPARTMENT shall respond to the GRANTEE within thirty days of each draft submittal with comments. If the DEPARTMENT has not responded within thirty days, the GRANTEE shall assume that the DEPARTMENT has no comment on the draft submittals.

b) **In their entirety** the following acknowledgement, disclaimer, and non-discrimination statements shall be included in the brochure:

This (insert type of publication) has been financed in part with Federal funds from the National Park Service, Department of the Interior administered by the Department of Archaeology and Historic Preservation (DAHP) and the (**insert local government credit**). However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, DAHP, (*) nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior or DAHP. [**If there are no commercial products, omit that part of the statement.*]

This program received Federal funds from the National Park Service. Regulations of the U.S. Department of Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age, or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, U.S. Department of the Interior, National Park Service, 1849 C Street, NW, Washington, D.C. 20240.

2. PRODUCTS: The GRANTEE shall at a minimum submit the following product to the DEPARTMENT:

a. PUBLICATION: Five copies of the completed brochure.

3. REPORTS
a. A schedule for project completion (already submitted with grant application).

b. A completion report.

B. NATIONAL REGISTER NOMINATION ACTIVITIES

1. Consult with the DEPARTMENT regarding eligibility of the resource. The resource proposed for nomination must appear to meet the National Register criteria.

2. Prepare one (1) complete and acceptable National Register of Historic Places form for the Skansie Brothers Site.

   Conditions:

   a) An acceptable nomination is understood to mean a complete nomination form, accurately completed according to uniform guidelines in "Washington's National Register Guide" published by the Washington State Department of Archaeology and Historic Preservation.

   b) A complete nomination is understood to mean a fully completed and typed original National Register of Historic Places Registration Form (NPS Form 10-900) and the required accompanying documentation. All printed material shall be accompanied by a text file on computer disk in Word compatible software.

   c) Required documentation is understood to mean

      aa) registration form,
      bb) Assessor's or plat map (8 ½" x 11"),
      cc) USGS Quad (8 ½" x 11" excerpt from the map with district boundaries outlined and corners numbered),
      dd) ID map showing individual identification numbers of resources,
      ee) any additional exhibits in 8 ½" x 11" format,
      gg) properly labeled chemically processed photographs (1 sets of B & W 5x7), or printed digital images with accompanied digital files meeting NPS standards
      hh) color digital images of resources representative of the site , min.150 dpi
      ii) a full size US Geological Survey Topographic Map,
      jj) and a copy of the nomination (in editable format) saved to a CD rom or e-mailed.
      kk) an overall community map, which shows the relationship of the site to the surrounding environment.
      mm) property owners' name and address

      ***See WA State NR Guidebook for further instructions, details and requirements.

3. UNACCEPTABLE OR INCOMPLETE NOMINATIONS: Any nomination submitted which is not considered acceptable or complete — which does not meet National Register editorial standards and/or does not contain the required level of documentation – will be returned to the GRANTEE for completion within the grant period.

4. PROJECT PERSONNEL: The GRANTEE shall ensure that personnel directing the National Register district nomination activities meet the professional qualifications in 36 CFR 61, Appendix A. The personnel must be procured using a competitive process as outlined in the Historic Preservation Fund Grants Manual, October 1997. Before final selection, the GRANTEE shall afford the DEPARTMENT an opportunity to review and approve candidates for the project employee(s).

5. DRAFT NOMINATION: The GRANTEE shall submit to the DEPARTMENT a copy of a draft National Register nomination form. First draft materials shall be submitted to the DEPARTMENT no later than May 19, 2011. A second submittal of draft materials shall be submitted no later than July 14, 2011. Final product is due on Wednesday, August 31, 2011. The DEPARTMENT shall respond to the GRANTEE within thirty days of each draft submittal with comments. If the DEPARTMENT has not responded within thirty days, the GRANTEE shall assume that the DEPARTMENT has no comment on the draft submittals.

6. REIMBURSEMENT: The GRANTEE will only be reimbursed for preparing an acceptable National Register nomination form submitted during the grant period. The National Register Nomination must be heard at the next regularly scheduled meeting of the Advisory Council on Historic Preservation, in this case, October of 2011.

C. REPORTS

1. A schedule for project completion (already submitted with grant application).

2. A completion report.

ATTACHMENT 3A

U. S. DEPARTMENT OF THE INTERIOR
CIVIL RIGHTS ASSURANCE

As the authorized representative of the applicant, I certify that the applicant agrees that, as a condition to receiving any Federal financial assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 *et. seq.*), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is sued for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applicants for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of the assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the Applicant.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Charles L Hunter	MAYOR
APPLICANT/ORGANIZATION	DATE SUBMITTED
City of Gig Harbor	4/22/10
APPLICANT/ORGANIZATION MAILING ADDRESS	BUREAU OR OFFICE EXTENDING ASSISTANCE
3510 Grandview St. Gig Harbor, WA. 98335	

DI-1350
(REV 6/91)

Previous Edition Usable | Authorized for Local Reproduction | Standard Form 424D (Rev.7-97) Prescribed by OMB Circular A-102

ATTACHMENT 3B

STATEMENT OF UNDERSTANDING FOR GRANT MANAGEMENT REQUIREMENTS

- CLGs receiving HPF grant assistance must fulfill the terms of their grant agreement with the state and adhere to all requirements of the National Register Programs Manual. This requirement includes compliance with Title VI of the Civil Rights Act of 1964, 78 Stat. 241, as amended, which provides that no person on the grounds of age, race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be subject to discrimination under any activity receiving Federal financial assistance.

- Local financial management systems shall be in accordance with the standards specified in OMB Circular A-128, "Standards for Grantee Financial Management Systems."

- Indirect costs may be charged as part of the CLG grant only if the CLG subgrantee meets the requirements of the manual. Unless the CLG has a current indirect cost rate approved by the cognizant federal agency, only direct costs may be charged.

- Grant recipients must maintain auditable financial records in accordance with the General Accounting Office's Standards for Audit of Governmental Organizations, Programs, Activities, and Functions.

- The CLG subgrantee will provide, with request for reimbursement, documentation to support billings (time sheets, front and back canceled checks, etc.) for federal and non-federal share claimed.

- Repayment will be made to the SHPO organization if terms and conditions of the subgrant agreement are not followed or costs claimed are disallowed following audit.

City of Gig Harbor
CLG

Charles L. Hunter
SIGNATURE OF APPLICANT

Mayor
TITLE

4/22/10
DATE

ATTACHMENT 3C

U.S. Department of the Interior

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations are included in the proposal package. For further assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18th and C Streets, N.W., Washington, D.C. 20240.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Charles L. Hunter Mayor

Name and Title of Authorized Representative

Charles L Hunter 4/22/10

Signature Date

V. SCHEDULE FOR PROJECT COMPLETION

List each proposed grant activity separately estimating the start and completion dates. This should be a complete listing of all potential activities associated with the grant including the ***two*** draft submittal dates of **May 19, 2011 and July 14, 2011**. **This year's grant products are due on Wednesday, August 31, 2011.** A start date and completion date are not sufficient for the Schedule of Project Completion.

WORK TO BE ACCOMPLISHED	Estimated Starting Date	Estimated Completion Date
Formal Bid Process	Feb, 2011	Mar 2011
Design and Finalize Printer	Mar 2011	Apr 2011
Draft Submittal And	May 2011	May 2011
Print Brochures	May 2011	May 2011

V. SCHEDULE FOR PROJECT COMPLETION

List each proposed grant activity separately estimating the start and completion dates. This should be a complete listing of all potential activities associated with the grant including the ***two*** draft submittal dates of **May 19, 2011 and July 14, 2011**. **This year's grant products are due on Wednesday, August 31, 2011.** A start date and completion date are not sufficient for the Schedule of Project Completion.

WORK TO BE ACCOMPLISHED	Estimated Starting Date	Estimated Completion Date
Formal Bid Process	Feb, 2011	Mar 2011
Finalize Contractor	Mar 2011	Apr 2011
Draft Submittal	May 2011	May 2011
Complete Nomination and Submit	June 2011	June 2011

ATTACHMENT 7
COMPETITIVE NEGOTIATION AND SMALL PURCHASES CONTRACTING DOCUMENTATION

THIS FORMAT SHOULD BE USED FOR CONTRACTS FOR PROFESSIONAL SERVICES AND OTHER PROCUREMENT TO DOCUMENT COMPLIANCE WITH FEDERAL PROCUREMENT STANDARDS.

1. Grant Number: _____

2. Type of Contract:
- **Professional Services** _____
- **Printing** _____
- **Equipment/Supplies** _____
- **Other** _____

3. Addresses of Contractors Contacted:

Name of Person/Business: _____
Street or PO Box: _____
City/State/Zip Code: _____
Work Telephone Number: _____
Quote/Bid given: _____

Name of Person/Business: _____
Street or PO Box: _____
City/State/Zip Code: _____
Work Telephone Number: _____
Quote/Bid given: _____

Name of Person/Business: _____
Street or PO Box: _____
City/State/Zip Code: _____
Work Telephone Number: _____
Quote/Bid given: _____

Contractor Selected: _____
Basis for Selection: **Lowest Price** _____ **Other** _____

If the basis for selection was <u>not</u> the lowest price, explain the basis used:

_____ _____
Signature of Grantee Official **Date**

Subject: Declaration of Right-of-Way Resolution at Fishermen's Pier

Proposed Council Action: Approve a Resolution declaring a parcel owned by City of Gig Harbor, APN 0221081187, to be right-of-way of the City of Gig Harbor.

Dept. Origin: Engineering Division

Prepared by: Marcos McGraw MRM
Project Engineer

For Agenda of: November 8, 2010

Exhibits: Location Map (#0221081187)
Resolution

	Initial & Date
Concurred by Mayor:	CLH 11/2/10
Approved by City Administrator:	POK 11/2/10
Approved as to form by City Atty:	approved via email 10/28/10
Approved by Finance Director:	N/A
Approved by Department Head:	

Expenditure Required	None	Amount Budgeted	N/A	Appropriation Required	None

INFORMATION / BACKGROUND

This resolution will transfer this City-owned parcel from the designation of private property to public right-of-way.

By declaring this parcel as right-of-way, it can serve the public good as a preserved view corridor, downtown parking for the public pier, and a public restroom. The north end of Soundview Drive is already city right-of-way. Permitting construction on city right-of-way and an adjacent parcel would require several variances. Dedicating the city owned parcel as right-of-way simplifies the permit process for this capital improvement project like a boundary line adjustment simplifies permitting for a private development on two or more adjoining lots.

Follow up with the Pierce County Assessor's office would be required to remove the parcels from the tax rolls after declaration as right-of-way. State law restricts vacating shoreline right-of-way to a parcel. The ramifications of such a restriction might include prohibiting the city from transferring or selling the site in the future.

FISCAL CONSIDERATION

None.

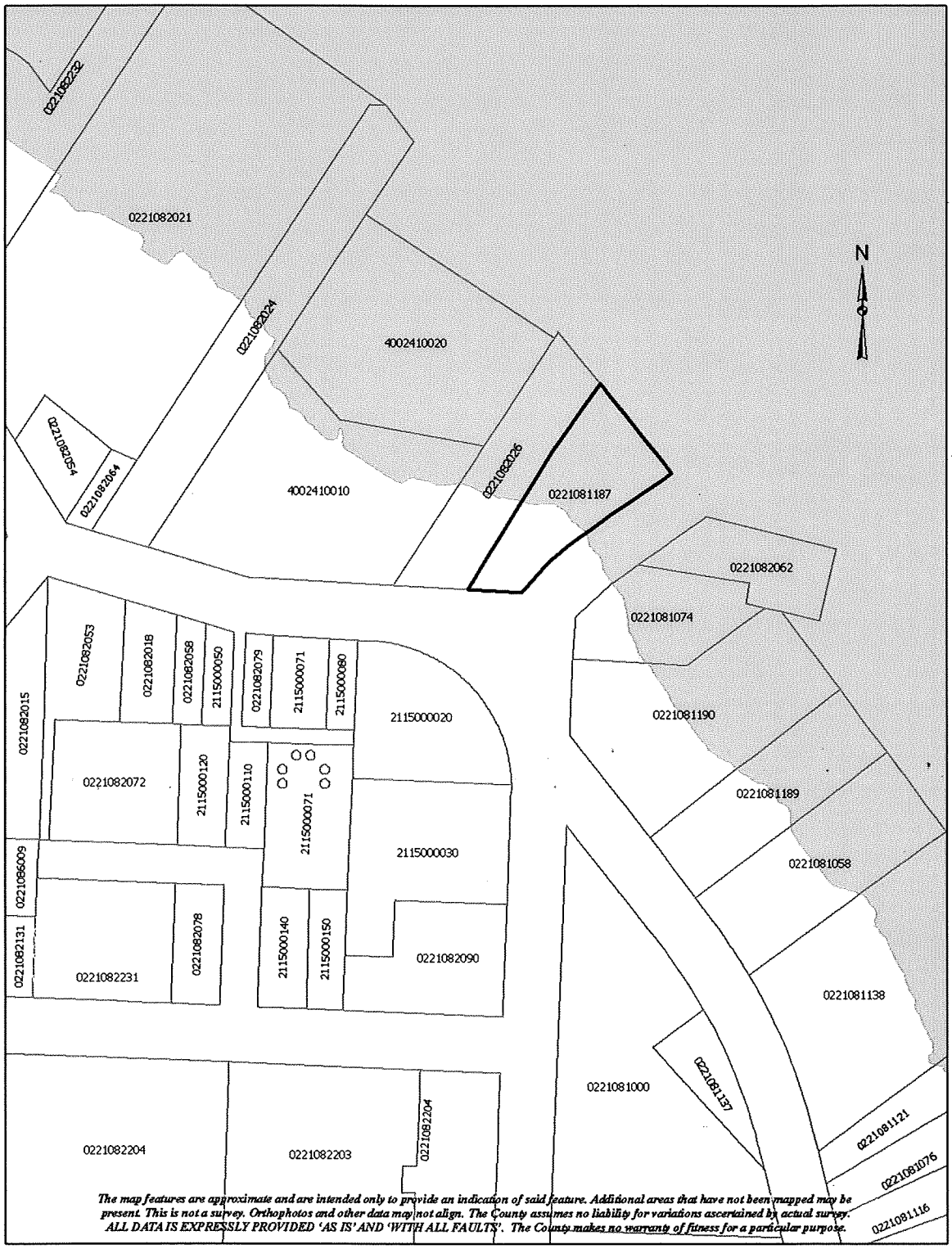
BOARD OR COMMITTEE RECOMMENDATION

Fishermen's Pier was discussed at the October 21, 2010 Public Works Committee meeting. The Committee recommended full City Council consideration.

RECOMMENDATION / MOTION

Move to: Approve a Resolution declaring a parcel owned by City of Gig Harbor, APN 0221081187, to be right-of-way of the City of Gig Harbor.

LOCATION MAP



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. Orthophotos and other data may not align. The County assumes no liability for variations ascertained by actual survey. ALL DATA IS EXPRESSLY PROVIDED 'AS IS' AND 'WITH ALL FAULTS'. The County makes no warranty of fitness for a particular purpose.

AFTER RECORDING RETURN TO:

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

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DECLARING CITY OF GIG HARBOR OWNED PARCEL NUMBER 0221081187 TO BE RIGHT-OF-WAY OF THE CITY OF GIG HARBOR.

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

City of Gig Harbor

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

City of Gig Harbor

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

Section 08, Township 21, Range 02, Quarter 21

Assessor's Property Tax Parcel or Account Number: 0221081187

Reference Number(s) of Documents assigned or released: _____

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DECLARING CITY OF GIG HARBOR OWNED PARCEL NUMBER 0221081187 TO BE RIGHT-OF-WAY OF THE CITY OF GIG HARBOR.

WHEREAS, the City of Gig Harbor is the owner of certain real property, identified by the Pierce County Assessor's office as APN 0221081187, as shown on Exhibits A and B and legally described on Exhibit C, all of which are attached to and incorporated into this Resolution; and

WHEREAS, the City has determined that, based on the use and the proposed use of said parcel as parking area for a public pier including public restroom, declaration of the parcel as right-of-way of the City is appropriate; and

WHEREAS, said parcel is adjacent to existing City right-of-way for Soundview Drive; and

WHEREAS, declaring said parcel as right-of-way is in accordance with the City's goal to integrate the said parcel with existing street right-of-way; and

WHEREAS, the City Council has the power to declare parcels as rights of way;

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

Assessor Parcel Number 0221081187, which is owned by the City of Gig Harbor, is hereby declared to be right-of-way of the City of Gig Harbor.

RESOLVED by the City Council this ___day of _____, 2010.

APPROVED:

_____

MAYOR CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

_____

MOLLY TOWSLEE, CITY CLERK

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

EXHIBIT A
LOCATION MAP

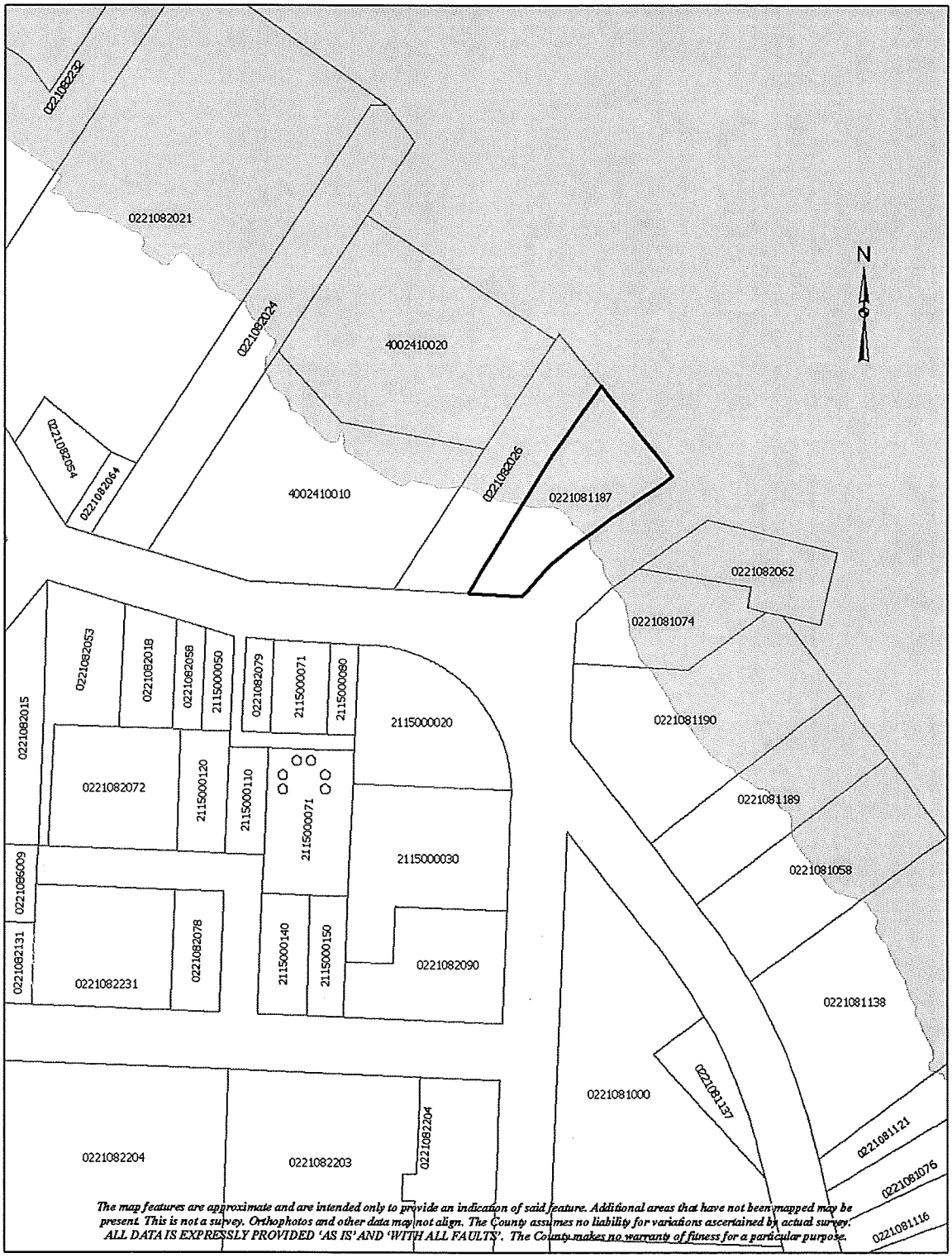


EXHIBIT B
SITE MAP

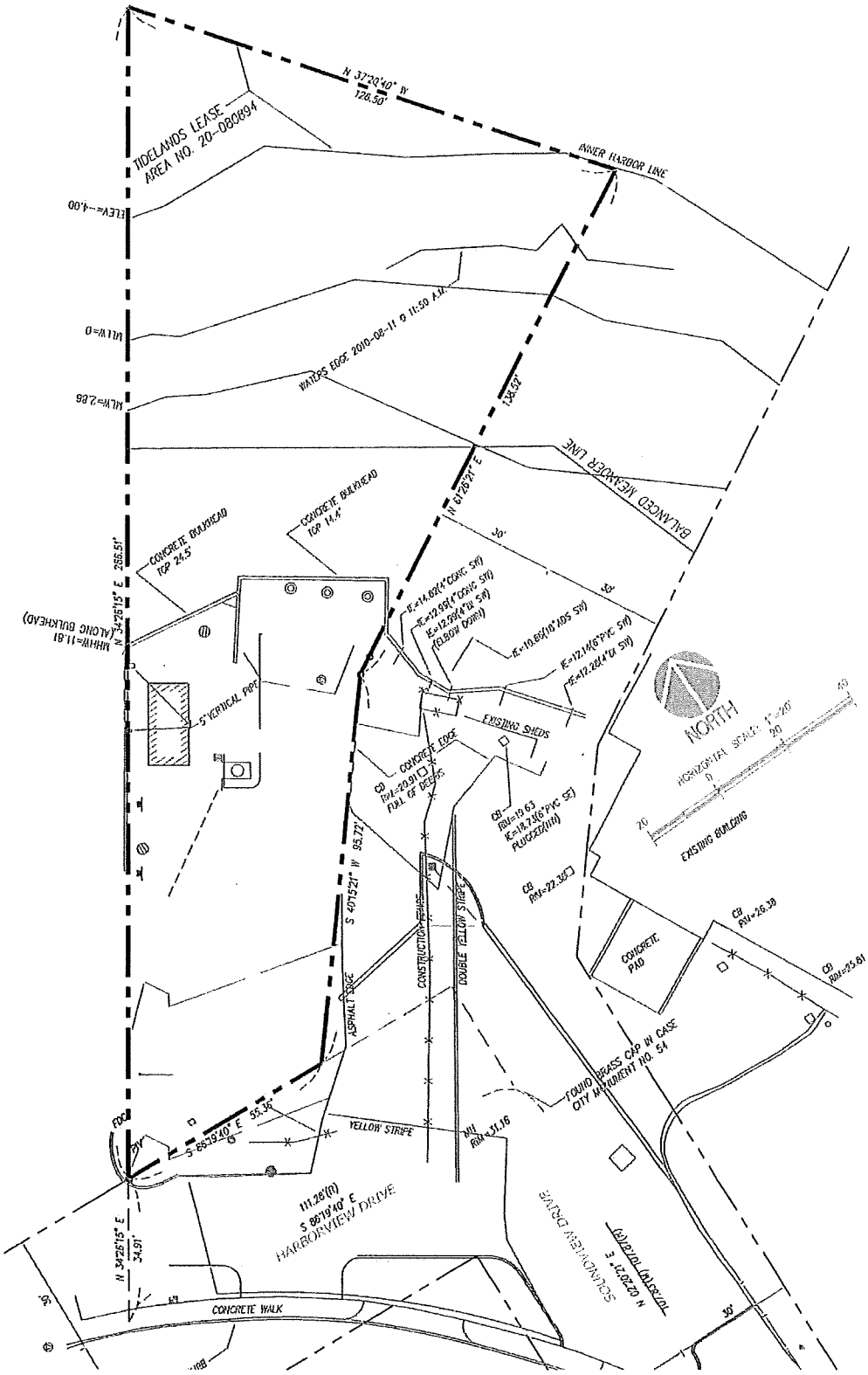


EXHIBIT C
LEGAL DESCRIPTION

Real property in the County of Pierce, State of Washington, described as follows:
Commencing at the Southeast corner of the Northeast quarter of the Northeast quarter of the Northwest quarter of Section 8, Township 21 North, Range 2 East, W.M., in Pierce County, Washington;
thence North 00°21' West a distance of 137.8 feet to a point;
thence North 89°25' West a distance of 37.08 feet to the true point of beginning;
thence North 37°34' East a distance of 96.05 feet to a point;
thence North 58°45' East a distance of 50.23 feet to a point on the Government Meander Line;
thence North 58°00' West a distance of 81.20 feet to a point;
thence South 32°00' West a distance of 170.42 feet to a point;
thence South 89°25' East a distance of 57.50 feet to the true point of beginning.
Together with second class tidelands, as conveyed by the State of Washington, adjoining and abutting thereon.

WILKINSON FARM PARK
COMMUNITY GARDEN
CITY SUPPORTED

GIG HARBOR®

"THE MARITIME CITY"

Valentine's Day Run

Route 16 Running & Walking

www.route16runwalk.com

- Valentine's Day Four Mile Run and Kids Dash
- Cushman Trail
- Proceeds benefit the Gig Harbor – Key Peninsula Community Gardens and FISH Food Bank

STARTING LINE - FEB 14, 2010

SPONSORED BY:

ROUTE 16 RUNNING AND WALKING

DONATED TOP SOIL AND COMPOSTED HORSE MANURE

STARTING 18 NEW FAMILY PLOTS

TROOP 217 VOLUNTEERS

JOAN AND PAT HOGAN (HCPC)

FAMILY PLOTS AND DEER FENCE
SPRING 2010

LINDANNNE GORES
MARK HOPPEN
VOLUNTEERS

PAUL DOW TILLS FOOD BANK GARDEN

FAMILY PLOT WORK PARTY

YOUTHFUL VOLUNTEER

FAMILY PLOT WORK PARTY
SPRING 2010

FAMILY VOLUNTEERS
PARKS APPRECIATION DAY

KYLE REED – SENIOR PROJECT
GIG HARBOR HIGH SCHOOL

YOUNG TOMATOES

YOUNG CORN

SUMMER VEGGIES

THANK YOU CITY OF GIG HARBOR
LOCAL BUSINESSES
AND COMMUNITY VOLUNTEERS

WE CONTINUE TO GROW
WILKINSON FARM PARK
2011
FROM 18 TO 26 FAMILIES

Contact Information

www.healthypierce.org

Dr. Jane Moore
Director
Healthy Communities of Pierce County
drjanemoore@comcast.net
253-307-9873

Barb Carr
Gig Harbor – Key Peninsula Community Garden Coordinator
ghcommunitygardens@gmail.com
253-228-0538

GIG HARBOR®
"THE MARITIME CITY"

CERTIFICATE OF APPRECIATION

In Recognition of

Barbara Carr

Wilkinson Farm Park Community Garden Coordinator

The City of Gig Harbor recognizes the tremendous effort that goes into the Community Garden and would like to thank you for the year's efforts.
We look forward to working with you in the future.

November 8, 2010

Charles L. Hunter, Mayor

Rob Karlinsey, City Administrator

GIG HARBOR®
"THE MARITIME CITY"

CERTIFICATE OF APPRECIATION

In Recognition of

Healthy Communities of Pierce County

The City of Gig Harbor recognizes the tremendous effort that goes into the Community Garden and would like to thank your organization for this year's efforts.
We look forward to working with you in the future.

November 8, 2010

Charles L. Hunter, Mayor

Rob Karlinsey, City Administrator

GIG HARBOR®
"THE MARITIME CITY"

CERTIFICATE OF APPRECIATION

In Recognition of

Wilkinson Farm Park Community Garden Contributors

YMCA-Friends and Servants Program
Grants: St. Anthony Hospital, PenMet Parks
Donations: Purdy Topsoil, Cenex, Route 16, Rosedale Runners, United Rentals, Ancich Family
Volunteer Groups: Boy Scouts, Chapel Hill Church, 29 Acts Church, Mid-day Rotary, Community Volunteers

The City of Gig Harbor recognizes the tremendous effort that goes into the Community Garden and would like to thank you and your organization for this year's efforts.
We look forward to working with you in the future.

November 8, 2010

Chuck Hunter, Mayor

Rob Karlinsey, City Administrator

PT Tomorrow Update

Gig Harbor City Council
November 8, 2010

Lind Simonsen

PIERCE TRANSIT the way to go!

The Way to Go

Bus: 50,000 Trips (average weekday)

Vanpool: 3,200 Trips (average weekday)

SHUTTLE: 1,250 Trips (average weekday)

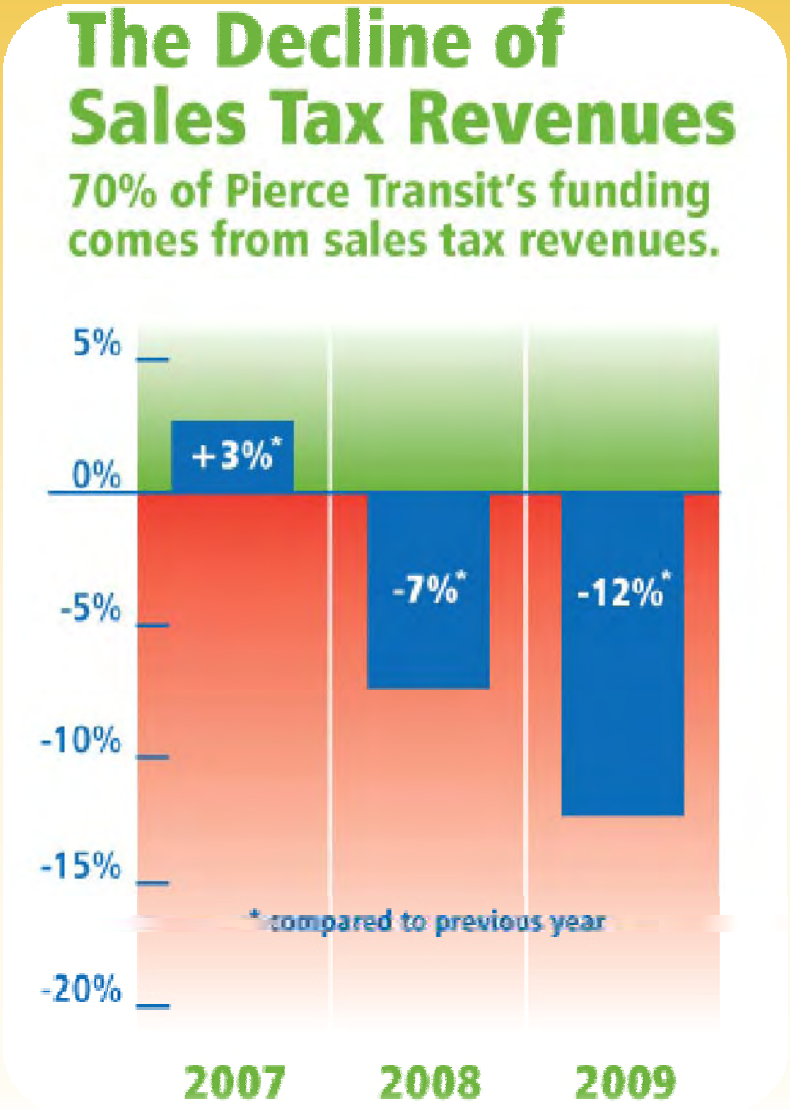
The Way to Go *Green*

100% of bus fleet fueled by compressed natural gas

Everyday you choose to ride, you save 20lbs of CO_2

PT takes an estimated 22,000 car trips off local streets and highways every weekday

PIERCE TRANSIT



Cost Saving Measures Implemented:

- Fare Increase
  - Jan. 2009 and Nov. 2010
- Capital projects cancelled and/or delayed
- Layoffs
- Service reductions

Summary of Public Involvement

Began September 2009

23 Public Meetings across Pierce Cou

176 hours at transit centers

131 Community presentatio

9,000 Website visits

2,000 Comments received

27,600 Face to Face Interactions

Common Themes

Get people to jobs

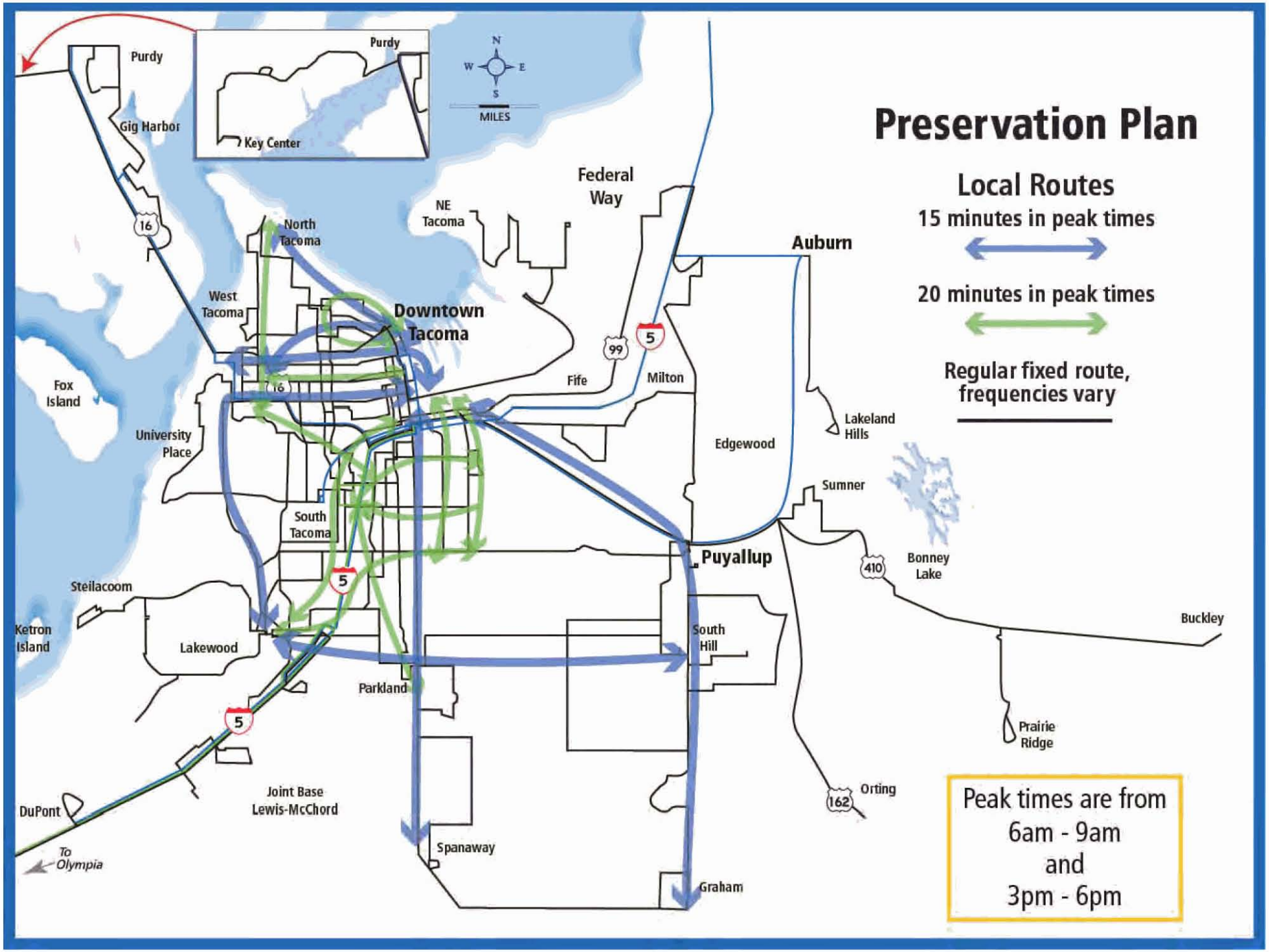
Provide service to the most vulnerable members of our community

What happens if Proposition 1 passes?

Preservation Plan is implemented:

- Preserves current service levels
- More frequent service during commute times
- Service to DuPont and Orting
- More direct routes

Proposition 1 of the February 2011 election calls for an increase of 0.3% in local sales tax

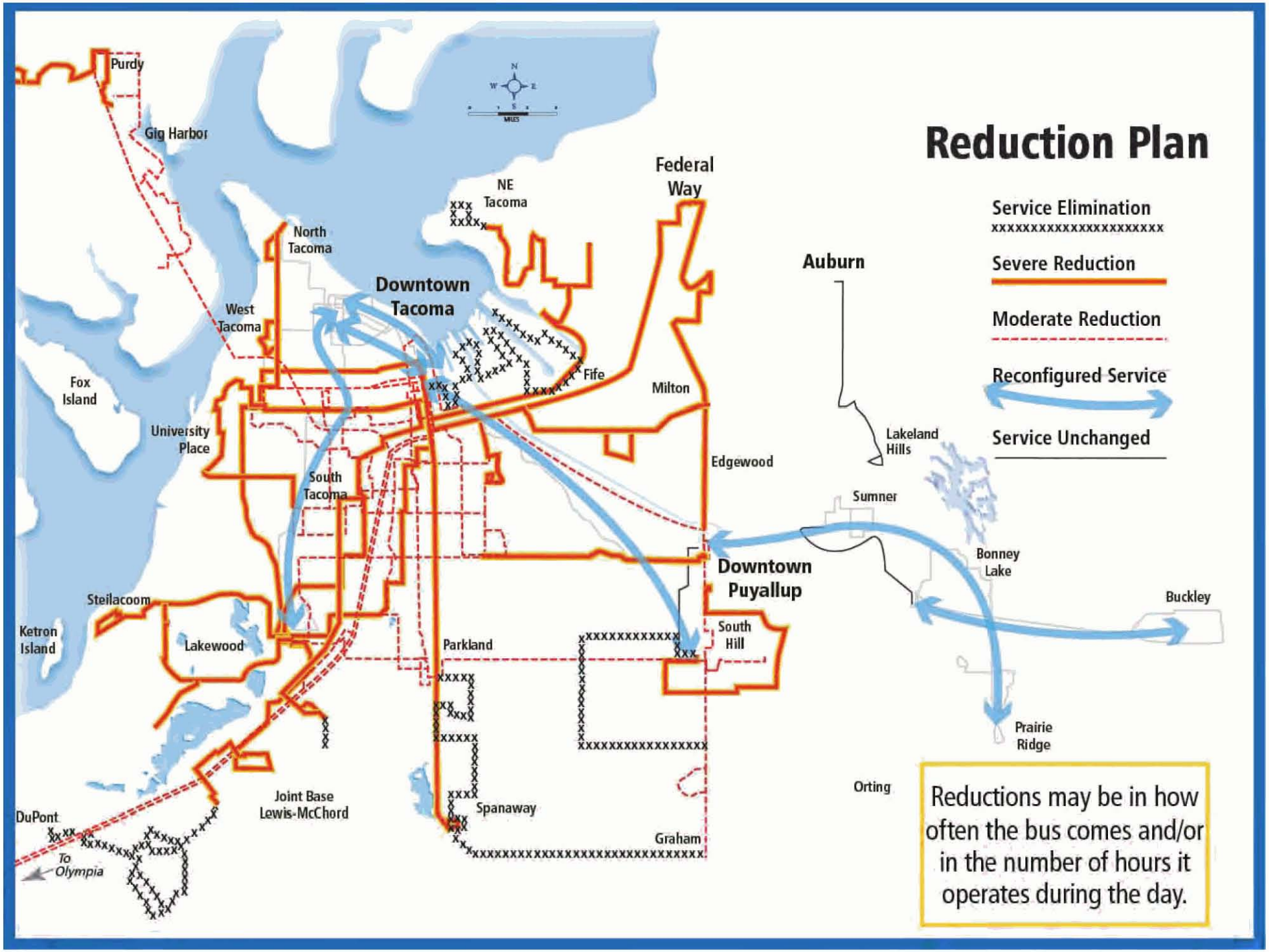

Preservation Plan
Local Routes
15 minutes in peak times
20 minutes in peak times
Regular fixed route, frequencies vary
Peak times are from 6am - 9am and 3pm - 6pm
Purdy
Gig Harbor
Key Center
MILES
N
W
E
S
Federal Way
NE Tacoma
North Tacoma
West Tacoma
Downtown Tacoma
Auburn
Fife
Milton
Lakeland Hills
Edgewood
Fox Island
University Place
South Tacoma
Sumner
Puyallup
Bonney Lake
Steilacoom
Ketron Island
Lakewood
Parkland
South Hill
Buckley
Prairie Ridge
Orting
Joint Base Lewis-McChord
DuPont
To Olympia
Spanaway
Graham
16
5
99
410
162

What happens if Proposition 1 fails?

Reduction Plan implemented

- 35% service level reduction
- Reduced AM/PM trips on fixed route and SHUTTLE
- Buses come less often
- Reduced weekend service
- No special event service (e.g. Puyallup Fair Service and Freedom Fair)

Implementation at current 0.6% local sales tax funding level


Reduction Plan
Service Elimination
Severe Reduction
Moderate Reduction
Reconfigured Service
Service Unchanged
Reductions may be in how often the bus comes and/or in the number of hours it operates during the day.
Purdy
Gig Harbor
Federal Way
NE Tacoma
North Tacoma
Auburn
Downtown Tacoma
West Tacoma
Fife
Milton
Fox Island
University Place
Lakeland Hills
Edgewood
South Tacoma
Sumner
Bonney Lake
Downtown Puyallup
Buckley
Steilacoom
Ketron Island
Lakewood
Parkland
South Hill
Prairie Ridge
Orting
Joint Base Lewis-McChord
DuPont
Spanaway
Graham
To Olympia

Additional Resources

See the plans in detail: www.pttomorrow.org

PIERCE TRANSIT

Subject: 2nd Public Hearing and Resolution – Harbor Hill LLC Development Agreement

Proposed Council Action:
1. Hold second public hearing.

2. Pass resolution with a majority plus one vote in favor of the agreement authorizing the Mayor to execute the Development Agreement, attached to the Resolution as Exhibit A, with Harbor Hill LLC.

Dept. Origin: Planning Department

Prepared by: Jennifer Kester
Senior Planner

For Agenda of: November 8, 2010

Exhibits: Resolution, Draft Development Agreement, Summary of changes since 10/25/10

	Initial & Date
Concurred by Mayor:	CLH 11/4/10
Approved by City Administrator:	RDK
Approved as to form by City Atty:	e-mail
Approved by Finance Director:	
Approved by Department Head:	TD 11/4/10

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

INFORMATION / BACKGROUND

For the last 10 months the property owners (Harbor Hill LLC) have been meeting with the City to discuss a development agreement that would allow deviations from zoning requirements in the Harbor Hill PCD-RLD, PCD-RMD and PCD-BP districts owned by the Harbor Hill LLC. On September 13, 2010, the Council voted to initiate the consideration of the development agreement. On October 20, 2010, the Planning and Building Committee considered the draft development agreement and recommended approval to the Council. On October 25, 2010, the Council held the first of two public hearings on the development agreement. After public testimony and comments, the Council requested the applicant and Planning staff hold an informational meeting for the community to allow for discussion on the residential development. On November 2nd, the informational meeting was held and five members of the community attended.

Now the Council is to hold its second public hearing prior to voting on the development agreement. The agreement has changed since the first public hearing on October 25th. The majority of changes have been made to assist the City in administering the development agreement. A summary of the changes is enclosed and the development agreement shows the changes in underlined/strikeout format. Because the development agreement would authorize changes to minimum and maximum densities allowed in the underlying zoning districts, a majority plus one of the whole Council must vote in favor of the agreement to pass the resolution.

Summary of Agreement:

The development agreement covers approximately 235 acres both north and south of Borgen Boulevard, east of Costco and The Ridge at Gig Harbor, including some of the Harbor Hill Business Park and all of the proposed Harbor Hill residential plat. The application is associated with a preliminary plat and preliminary planned residential development application for 824 dwelling units (270 multi-family and 554 single-family) on 200 acres. The development agreement is also associated with lots 1A, 1B, 3, 4B, 5 and 6 of the Harbor Hill Business Park which received final plat approval in 2006.

The proposed development agreement would run for 20 years and would grant the following benefits to the City of Gig Harbor in exchange for benefits granted to the proponent by the City:

The City would receive the following:

1. A "master planned" community that provides for connectivity and consistent design with increased perimeter buffers, trail system and private open space/parks which will be a benefit to the residents and public.
2. Lot 3 of the Harbor Hill Business Park will be dedicated to the City for use as a park within 90 days after the project is approved provided no environmental issues are found after a Phase 1 Environmental Study prepared by applicant.
3. Harbor Hill LLC will provide $50,000 towards park design fees for Lot 3.
4. Harbor Hill LLC will dedicate 19.9 acres of open space, trails and park land along the west edge of the residential area and adjacent to the Village Center parcel.
5. A road connection through Harbor Hill Business Park Lots 1A and 1B will be constructed to provide additional traffic network redundancy.
6. Harbor Hill LLC will have to use one-third of its reserved sewer capacity, pay for it, or lose it by the end of year seven.
7. Harbor Hill LLC will have to use two-thirds of its reserved sewer capacity, pay for it, or lose it by the end of year fourteen.

The proponent receives the following:

1. The Harbor Hill Residential Project will retain its project approvals and will be vested to the development standards in effect at the time of its application for a period of twenty (20) years.
2. The Harbor Hill Residential Project will receive, and retain for twenty years, traffic, water, and sanitary sewer capacity reservations for the proposed 824 residential lots or units. For traffic capacity, proponent will be releasing the same number of "peak hour" trips from the Harbor Hill Business Park for a net of zero new traffic trips.
3. The Site Plan Application approvals in place on Harbor Hill Business Park lots 1A and 1B will remain in effect for a period of ten (10) years, including water and sewer capacity reservation.
4. Civil Permits will be effective for a period of two (2) years from time of issuance.
5. Park Impact Fees for the proposed 824 lots or units will be waived by the City.
6. Lots 1A, 1B, 4B, and 5 of the Harbor Hill Business Park will be required to provide only 15% open space instead of the 20% otherwise required by code.
7. A phasing plan for sixteen (16) phases will be approved with the project including a measure of flexibility to allow proponent to better meet market demand for residential lots.
8. The residential project will not be required to meet minimum residential density and open space requirements on a phase by phase basis, as long as the development is proceeding

towards its approved plan which in aggregate will meet the required density and open space requirements.

9. The project will be allowed to construct (subject to limitations) model homes within the project.

STAFF ANALYSIS

In 2009, the Council passed an ordinance that extended the potential terms of development agreements to 20 years. The ordinance further allowed projects in the planned community development land use designation to deviate from the allowed uses, minimum and maximum densities, maximum gross floor area, or maximum structure height allowed in the underlying zoning district if a majority of the City Council plus one approved a development agreement. Before approving such development agreement the City Council must: 1) vote to initiate consideration of the development agreement; 2) require that the Planning and Building Committee meet and make a recommendation to the Council as a whole; 3) conduct two properly noticed public hearings on the development agreement.

The proposed deviations from the zoning requirements in the PCD-RLD and PCD-RMD districts proposed by Harbor Hill LLC have been anticipated since the applicant submitted land use permits for their 824 unit residential development in Gig Harbor North. The proposed deviation related to the PCD-BP zones are an outcome of staff negotiations on the development agreement. After this second public hearing on the development agreement, the Council may pass a resolution approving the development agreement with a majority of the City Council plus one voting in favor of the agreement.

BOARD OR COMMITTEE RECOMMENDATION

The Planning and Building Committee met on October 20, 2010 to review the agreement. The Planning and Building Committee recommended approval. Vote: 2-1; Councilmembers Kadzik and Conan for; Councilmember Franich against.

RECOMMENDATION / MOTION

Move to: Pass resolution with a majority plus one vote in favor of the agreement authorizing the Mayor to execute the Development Agreement, attached to the Resolution as Exhibit A, with Harbor Hill LLC.

Summary of Notable Changes to Development Agreement since October 25th Council Meeting

1. **Recital D** – The language describing the previously approved capacity for water, sewer and transportation has been clarified.
2. **Section 3 Certificate of Occupancy definition** – Certificate of Occupancy now means both final and temporary occupancy to assure that all infrastructure improvements are complete prior to any form of occupancy.
3. **Section 9 Minor Modifications** – The limits of minor modifications to the project authorized through the development agreement have been updated to match allowances for minor modifications in City code.
4. **Section 11 Financing of Public Facilities** – Provisions have been added to allow participation by the developer in latecomer agreements.
5. **Section 12** – It has been made clear that general facility charges must also be paid according to City code.
6. **Section 13B Phasing Plan** – Language has been added to allow changes to the phasing plan after preliminary plat but before final plat provided that reasonable efforts are made to negotiate, but final authority is given to the City to approve the changes to the phasing plan.
7. **Section 13Hii Lot 3 Dedication** – The developer is now required to conduct a Phase 1 environmental assessment prior to dedication. If the City rejects the Phase 1 assessment, the parties will have 180 days to reach an agreement on resolution of the environmental issues. If an agreement cannot be reached, Lot 3 will not be dedicated, the City will not received $50,000 for park design and the developer will be required to pay park impact fees for all dwelling units.
8. **Section 14B Gateway Park Dedication** – The agreement now sets out requirements for the improvement of Gateway Park at time of dedication. The park will be landscaped, have seating/pedestrian facilities and a crushed rock walkway from Borgen to the wetland trails.
9. **Section 14C Public Road through Lot 1A and 1B of Harbor Hill Business Park** – Language was changed to clarify the timing of the dedication of ROW and construction of the road. No matter when construction of the Lot 1A/1B development or McCormick Creek plat, the developer will ultimately dedicate the ROW and construct the road.
10. **Section 15 Capacity Reservations** – The trip transfer language was clarified to better acknowledge past reservations for the YMCA and allocation to other lots in the Business Park. In addition, if the developer relinquishes sewer ERUs due to a lack of development of the plat, the developer will now have to amend its preliminary plat to remove dwelling units to meet the revised sewer allocation.
11. **Section 18 Model Homes** – The developer has requested up to 8 model homes per phase (there are 16 phases). Staff finds this acceptable.
12. **Section 24 Assignment and Assumption** – The assignment language has been updated to give the city more discretion in assignment of the development agreement.

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT WITH HARBOR HILL, LLC RELATED TO APPLICATIONS FOR A PLANNED RESIDENTIAL DEVELOPMENT AND PRELIMINARY PLAT (FILE NOS. PL-PPLAT-08-0001 AND PL-PRD-08-0001) AND LOTS 1A, 1B, 3, 4B, AND 5 OF THE HARBOR HILL BUSINESS PARK (FILE NO. SUB 06-1208); APPLYING TO EIGHT PARCELS, TOTALING 235 ACRES OF PROPERTY, GENERALLY LOCATED NORTH AND SOUTH OF BORGEN BOULEVARD BETWEEN HARBOR HILL DRIVE AND PEACOCK HILL AVENUE N.W. IN THE CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON.

WHEREAS, RCW 36.70B.170 authorizes a local government and a person having ownership or control of real property within its jurisdiction to enter into a development agreement; and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170(1)); and

WHEREAS, the City of Gig Harbor has adopted development regulations for development agreements in Chapter 19.08 of the Gig Harbor Municipal Code; and

WHEREAS, the Developer has a fee simple or other substantial beneficial interest in the real property located on eight parcels, totaling 235 acres generally located north and south of Borgen Boulevard between Harbor Hill Drive and Peacock Hill Avenue N.W. in the City of Gig Harbor, Pierce County, Washington, which is legally described in Exhibit A of the Development Agreement, attached hereto and incorporated herein by this reference; and

WHEREAS, On December 2, 2008, Harbor Hill LLC filed with the City a complete application for approval of a planned residential development and preliminary plat for 824 dwelling units on 200 acres (File Nos. PL-PPLAT-08-0001 and PL-PRD-08-0001); and

WHEREAS, in 2006, the Plat of Harbor Hill Business Park, City of Gig Harbor Final Subdivision No. SUB 06-1208 (Harbor Hill Business Park) was recorded in the real property records of Pierce County, Washington, under Auditor's File No. 200605235007; and

WHEREAS, on September 13, 2010, the Council reviewed the Development Agreement application, initiated consideration of the development agreement and directed the Planning and Building Committee of the Council to make a recommendation on the Development Agreement; and

WHEREAS, on October 13, 2010, the City's SEPA Responsible Official issued a Determination of Non-Significance (DNS) for the development agreement, pursuant to WAC 197-11-340(2), which was not appealed; and

WHEREAS, on October 20, 2010, the Planning and Building Committee considered the draft development agreement and recommended approval to the Council; and

WHEREAS, Section 19.08.020(B)(2) of the Gig Harbor Municipal Code provides that a development agreement cannot authorize deviations from the uses and minimum and maximum densities allowed in the underlying zoning district unless approved by a majority plus one of the whole council after a minimum of two public hearings; and

WHEREAS, on October 25, 2010, the City Council held its first public hearing on the development agreement; and

WHEREAS, on November 8, 2010, the City Council held its second public hearing on the development agreement during a regular public meeting and voted to _____ the Development Agreement attached hereto as Exhibit A; Now, Therefore,

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

Section 1. The City Council hereby authorizes the Mayor to execute the Development Agreement attached hereto as Exhibit A, with Harbor Hill, LLC.

Section 2. The City Council hereby directs the Planning Director to record the Development Agreement against the Property legally described in Exhibit A to the Development Agreement, at the cost of the applicant, pursuant to RCW 36.70B.190.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this ___ day of November, 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:
RESOLUTION NO.

RESOLUTION NO. ___ EXHIBIT A

DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF GIG HARBOR AND HARBOR HILL LLC, FOR THE HARBOR HILL DEVELOPMENT

THIS DEVELOPMENT AGREEMENT is made and entered into this ____ day of _____, 2010, by and between the CITY OF GIG HARBOR, a Washington municipal corporation, hereinafter the "City," and HARBOR HILL LLC, a Washington limited liability company, hereinafter "Harbor Hill" or "Developer."

RECITALS

A. Introduction

RCW 36.70B.170 authorizes the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction.

A development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement.

This Development Agreement relates to the development known as the Harbor Hill property, legally described on Exhibit A attached hereto (the "Property"), and generally located north and south of Borgen Boulevard between Harbor Hill Drive and Peacock Hill Avenue N.W. in the City of Gig Harbor, Pierce County, Washington.

B. Harbor Hill Property Description

Harbor Hill is the successor to OPG Properties LLC (f/k/a Olympic Property Group LLC), a Washington limited liability company, and Pope Resources, a Delaware limited partnership, as the developer and owner of the Property. The Property is located within the incorporated limits of the City.[1] The Property is graphically depicted on the drawing attached hereto as Exhibit B (the "Property Map").

The Property comprises two areas, as shown on the Property Map: (1) the Residential Area, and (2) the Commercial Area.

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[1] The Property description does not include those land areas previously conveyed by Harbor Hill to third parties, including Costco Wholesale Corporation, Northwest Capital Investors LLC, YMCA of Tacoma/Pierce County (Lot 2 of Harbor Hill Business Park), International Church of the Foursquare Gospel (Lot 4A of Harbor Hill Business Park), and the City, nor does it include Lot 6 (a/k/a the "Village Center") of Harbor Hill Business Park.

C. Comprehensive Plan Designation and Zoning

The Property is designated on the City's official comprehensive plan map as shown on the drawing attached hereto as Exhibit C and is zoned on the City's official zoning map as shown on the drawing attached hereto as Exhibit D. Neither Exhibit C nor Exhibit D is intended to modify the City's maps, and in the event of any inconsistency between Exhibit C and the City's comprehensive plan map or between Exhibit D and the City's official zoning map, the City's maps shall control.

D. Water, Sewer, and Transportation Facility Capacity

Harbor Hill has reserved with the City, for the benefit of the Property and ~~the Village Center, certain~~Lots 2, 4A, and 6 of Harbor Hill Business Park, sewer and water service~~, sewer service, and vehicle trip~~ capacity for 824 ERU's within the Residential Area, sewer and water capacity for 422 ERU's within the Commercial Area and Lots 2, 4A, and 6 of Harbor Hill Business Park, and transportation capacity for 2,013 peak hour vehicle trips within the Property and Lots 2, 4A, and 6 of Harbor Hill Business Park, as evidenced by ~~the~~ capacity reservation certificates ~~attached hereto as Exhibit E~~issued by the City to the Developer (the "Capacity Reservation Certificates"). In addition, the City has prepared a water service, sewer service, and transportation facility capacity evaluation in connection with the development of the Property.

E. Existing Development Within the Property

The Property is undeveloped except for certain utility and transportation infrastructure improvements constructed or installed by Harbor Hill or its affiliates.

F. Pre-Annexation Agreement

The Property was subject to that certain "Preannexation Agreement for Gig Harbor North" dated September 26, 1996 (the "Pre-annexation Agreement"), among Pope Resources, a Delaware limited partnership (an affiliate of and predecessor to Harbor Hill), Tucci & Sons, Inc., a Washington corporation, and the City, which was recorded in the real property records of Pierce County, Washington, under Auditor's File No. 9704040094, Book 325, page 1622. To the actual current knowledge of the parties hereto, all obligations of Pope Resources, OPG Properties LLC, and Harbor Hill arising under the Pre-Annexation Agreement have been fully satisfied.

G. PRD Submittal

On December 2, 2008, Harbor Hill filed with the City a complete application for approval of a planned residential development and preliminary plat within the Residential Area (File Nos. PL-PPLAT-08-0001 and PL-PRD-08-0001) (collectively, the "PRD Application).

H. Prior Development Agreements

The Property is not currently subject to any development agreement. The following real property presently or formerly owned by Harbor Hill or its affiliate OPG Properties LLC (d/b/a Olympic Property Group and f/k/a Olympic Property Group LLC) has been subject to the following two (2) development agreements:

1. "Development Agreement" dated July 23, 2003, between Olympic Property Group LLC (now known as OPG Properties LLC), a Washington limited liability company, and the City, relating to the Village Center, which was recorded in the real property records of Pierce County, Washington, under Auditor's File Nos. 200308140667 and 200308140668. This development agreement has expired.

2. "Development Agreement by and between the City of Gig Harbor and Harbor Hill LLC, for the Costco Shopping Center Residual Parcels" dated November 13, 2006, between Harbor Hill and the City, relating to the real property commonly known as Residual Parcels A, B, and C the Costco Shopping Center~~, which was recorded in the real property records of Pierce County, Washington, under Auditor's File No. __~~. Harbor Hill's interest under this development agreement has been assigned to a third party.

To the actual current knowledge of the parties hereto, OPG Properties LLC and Harbor Hill are not in default of any obligations under the development agreements described above.

I. Existing Environmental Documents

Harbor Hill, OPG Property Group LLC, Pope Resources, the City, and others have investigated the environmental condition of the Property and the environmental impacts that may be caused by the development of the Property and have prepared certain environmental reports and studies, which are listed on Exhibit ~~F~~E attached hereto (the "Environmental Documents"). The Environmental Documents include draft and final environmental impact statements relating to the adoption of the City's comprehensive plan and zoning code and to the making of the Pre-annexation Agreement.

J. City Environmental Review

The City has reviewed the probable adverse environmental impacts of the making of this Agreement, as required by the State Environmental Policy Act, RCW Chapter 43.21C ("SEPA"), by reviewing the Environmental Documents and by making a threshold Determination of Nonsignficance dated October 13, 2010, which has not been appealed or modified, and a copy of which is attached hereto as Exhibit ~~G~~F (the "Threshold Determination"). The parties acknowledge that additional

environmental review under SEPA will be required by the City prior to making any other land use or subdivision decisions relating to the Project.

K. City Authority

This Agreement is made under the authority of the City's police power, contracting authority, and other authority, including the authority granted to the City under RCW 36.70B.170 et seq. to make development agreements, and GHMC Chapter 19.08 as amended. This Agreement establishes development standards for the Property and other provisions that apply to and govern and vest the development, use and mitigation of the development of the Property for the term specified in this Agreement. Actual construction of the Project requires issuance of subsequent City permits, which will be issued in accordance with the standards and procedures described in this Agreement.

Now, therefore, the parties hereto agree as follows:

General Provisions

Section 1. The Project. The Project is the development and use of the Property as described in this Agreement. Upon completion of construction, the Project will comprise the facilities and uses described on Exhibit ~~H~~G attached hereto and incorporated herein by this reference.

Section 2. The Property. The Property consists of approximately 235 acres and is legally described in Exhibit A attached hereto and incorporated herein by this reference.

Section 3. Definitions. As used in this Development Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

A. "Adopting Resolution" means the resolution which approves this Development Agreement, as required by RCW 36.70B.200.

B. "Certificate of Occupancy" means either a temporary or final certificate of occupancy issued after inspections by the City, authorizing a person~~(s)~~ in possession of property to dwell or otherwise use a specified building or dwelling unit~~, or the final inspection if a formal certificate is not issued~~.

C. "City Engineer" means the City's Engineer and his or her designee.

D. "Civil Permit" means any ministerial, nondiscretionary City permit approved by the City Engineer and authorizing clearing and grading, landscaping improvements, the construction of roads, bridges, storm water facilities, or utility facilities, or other construction work, such as those issued under the authority of

GHMC Chapters 12.06 and 12.08, except any building permit. "Civil Permit" does not include any landscaping improvements required by GHMC Titles 16, 17, or 18 and approved by the Director.

E. "Commercial Area" means the portion of the Property designated "Commercial Area" on the Property Map, also known as Lots 1A, 1B, 3, 4B, and 5 of Harbor Hill Business Park, which comprises areas for commercial development and appurtenant streets, parks, storm water management areas, and other appurtenant areas. The Commercial Area does not include Lots 2 (YMCA), 4A (International Church of the Foursquare Gospel), and 6 (a/k/a Village Center) of Harbor Hill Business Park.

F. "Design Guidelines" means the Gig Harbor Design Manual, as adopted by the City.

G. "Development Standards" include, but are not limited to, all of the standards listed in RCW 36.70B.170(3), as established or modified by this Agreement. The Development Standards applicable to the Project are described in Section 8 below.

H. "Director" means the City's Planning Director and his or her designee.

I. "Effective Date" means the effective date of the Adopting Resolution.

J. "ERU" means equivalent residential unit as defined in the most current version of the City of Gig Harbor Wastewater and Water Utility Comprehensive Plan.

K. "Existing Land Use Regulations" means the ordinances adopted by the City Council of Gig Harbor in effect on the Effective Date, including the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Property, including, but not limited to the Comprehensive Plan, the City's Official Zoning Map and development standards, Design Guidelines, Public Works Standards, SEPA Regulations, Concurrency Ordinance for water, wastewater and transportation facilities, park regulations, and all other ordinances, codes, rules and regulations of the City establishing subdivision and land use standards, as modified or varied by the City to the extent authorized under the Existing Land Use Regulations for planned residential developments, planned unit developments, and otherwise, provided, however, that Existing Land Use Regulations does not include building codes, clearing and grading codes, storm water management codes and storm water management and site development manuals, regulations governing taxes and impact fees, and regulations defining the term "ERU."

L. "Finished Residential Lot" means a developable legal lot, tract, or parcel within the Residential Area, which has been cleared and rough graded and is preliminarily compacted and ready for construction by Homebuilder, with all utility lines stubbed to the property line, functional, connected to a main utility line, and ready for use, and all transportation improvements constructed or bonded in accordance with the approved civil engineered drawings and this Agreement.

M. "Harbor Hill Business Park" means the Plat of Harbor Hill Business Park, City of Gig Harbor Final Subdivision No. SUB 06-1208, recorded in the real property records of Pierce County, Washington, under Auditor's File No. 200605235007, as amended, subject to subsequent tax parcel segregations, including without limitation the tax parcel segregations of Lot 1 (creating Lots 1A and 1B) and Lot 4 (creating Lots 4A and 4B).

N. "Homebuilder" means any person who holds a contractual right to purchase Finished Residential Lots within the Property and to construct and install model homes within such lots either before or after completing such purchase. Notwithstanding the foregoing, a Homebuilder shall not be a party to this Agreement, shall not be a successor or assign of the Developer, and shall have no rights regarding the amendment or termination of this Agreement, unless the Developer shall assign such rights to such Homebuilder in an instrument recorded in the real property records of Pierce County, Washington.

O. "Landowner" is any person who has acquired any portion of the Property from the Developer who, unless otherwise released as provided in this Agreement, shall be subject to the applicable provisions of this Agreement. Notwithstanding the foregoing, a Landowner shall not be a party to or beneficiary of this Agreement, shall not be a successor or assign of the Developer, and shall have no rights regarding the enforcement, interpretation, amendment, or termination of this Agreement, unless the Developer shall assign such rights to such Landowner in an instrument recorded in the real property records of Pierce County, Washington.

P. "Residential Area" means the portion of the Property designated "Residential Area" on the Property Map, which comprises areas for single-family and multi-family development and appurtenant streets, parks, storm water management areas, and other appurtenant areas.

Q. "Village Center" means Lot 6 of Harbor Hill Business Park, upon which the Developer intends to establish a retail commercial village center.

Section 4. Exhibits. Exhibits to this Agreement are attached hereto and incorporated herein, including the following:

Exhibit A – Legal Description of the Property
Exhibit B – Property Map

Exhibit C – Comprehensive Plan Map
Exhibit D – Zoning Map
Exhibit E ~~– Capacity Reservation Certificates Exhibit F –~~ List of Environmental Documents
Exhibit ~~G~~F – SEPA Threshold Determination
Exhibit G – Project Description
Exhibit H – ~~Project Description Exhibit I –~~ List of Modified City Development Standards
Exhibit ~~J~~I – Phasing Plan

Section 5. Project Is a Private Undertaking. It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

Section 6. Term of Agreement; Vesting Periods.

A. This Agreement shall commence upon the Effective Date of the Adopting Resolution approving this Agreement and shall continue in force for a period of 20 years unless terminated as provided herein. Following the termination of this Agreement, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer or Landowner.

B. The Development Standards designated in this Agreement shall remain unchanged and apply in full force and effect for the term of this Agreement (the "Development Period").

C. During the Development Period, Harbor Hill shall have the right to obtain approvals and permits, including without limitation final plat and final planned residential development approvals of development phases within the Residential Area, and develop the Property in accordance with the Development Standards.

D. Within the Residential Area, the following time periods otherwise applicable to City approvals and permits shall be extended for the term of the Development Period: (1) the duration of preliminary and final binding site plan approval, preliminary and final plat approval, PRD approval, and other land use approvals and permits, (2) deadlines for filing final binding site plans, final plats, and other applications and designs, and (3) deadlines for commencing and completing the development of an approved final binding site plan, final plat, or other project. This subsection shall not apply to any Civil Permit or building permit. Notwithstanding the foregoing, the City reserves the right during the Development Period to modify the Development Standards to the extent required by a serious threat to public health and safety.

E. Within the Commercial Area, any City land use approval or permit relating to Lots 1A and 1B, including without limitation any design approval, site plan approval, or binding site plan approval, shall not expire or terminate until the date that

is ten (10) years after the issuance of such approval or permit. This subsection shall not apply to any Civil Permit or building permit. Notwithstanding the foregoing, the City reserves the right during the Development Period to modify the Development Standards to the extent required by a serious threat to public health and safety.

F. Within both the Commercial Area and Residential Area, any Civil Permit shall not expire or terminate until the date that is two (2) years after the issuance of such approval or permit. This subsection shall not apply to any building permit. Notwithstanding the foregoing, the City reserves the right during the Development Period to modify the Development Standards to the extent required by a serious threat to public health and safety.

Section 7. Vested Rights of Developer. During the term of this Agreement, unless sooner terminated in accordance with the terms hereof, in developing the Property consistent with the Project described herein, Developer is assured, and the City agrees, that the development rights, obligations, terms and conditions specified in this Agreement, are fully vested in the Developer and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, including the exhibits hereto, or as expressly consented thereto by the Developer.

Section 8. Permitted Uses and Development Standards. The permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation and dedication of land or payment of fees in lieu of dedication for public purposes, the construction, installation and extension of public improvements, development guidelines, and other Development Standards for development of the Property shall be (a) the Project description set forth on Exhibit ~~H~~G attached hereto and incorporated herein by this reference, (b) the Existing Land Use Regulations, (c) the building codes and clearing and grading codes under which the review of the Project is vested under RCW 19.27.095, RCW 58.17.033, and other applicable laws, (d) the storm water management code and storm water management and site development manual in effect on December 2, 2008, (e) the permits and approvals identified herein, (f) the Development Standards expressly set forth in this Agreement, and (g) the Development Standards expressly set forth in all other exhibits incorporated herein. The parties have used reasonable efforts to identify on Exhibit ~~I~~H attached hereto the City development standards that are modified by this Agreement, but Exhibit ~~I~~H is not intended to govern to the extent that it either omits any modified development standard or conflicts with any other provision of this Agreement.

Section 9. Minor Modifications. Minor modifications from the approved permits or the exhibits attached hereto, including without limitation modifications proposed between preliminary plat and final plat decisions, may be approved in accordance with the provisions of the City's code, including without limitation GHMC

16.05.006, 17.89.120, and Chapter 19.01, and shall not require an amendment to this Agreement.

Section 10. Further Discretionary Actions. Developer acknowledges that the Existing Land Use Regulations contemplate the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of additional permit applications under SEPA. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying Existing Land Use Regulations.

Section 11. Financing of Public Facilities.

A. The City may pursue the use of a local improvement district and other similar project-related public financing mechanism for financing the construction, improvement, or acquisition of public infrastructure, facilities, lands, and improvements to serve the Property, whether located within or outside the Property. Developer acknowledges and agrees that it shall pay its pro-rata share of the costs of public improvements to be financed thereby.

B. For reimbursement of expenses incurred by Developer associated with the Project, the Developer may apply for a latecomer reimbursement agreement in accordance with the state law and local ordinances. Nothing in this Agreement prevents all or any portion of the Property from being included in a benefit assessment area under a latecomer reimbursement agreement if requirements under applicable state law and local ordinances are met.

Section 12. Existing Land Use Fees ~~and~~, Impact Fees, and General Facility Charges.

A. Land use fees adopted by the City by ordinance as of the Effective Date may be increased by the City from time to time, and applicable to permits and approvals for the Property, as long as such fees apply to similar applications and projects in the City.

B. Except as provided in subsection C below, all impact fees and general facility charges shall be paid as set forth in the approved permit or approval, or as addressed in Chapter 19.12 of the Gig Harbor Municipal Code. The parties agree that payment of any impact fee or general facility charge relating to the development of the Property shall be required at the later of (i) the time the City issues a building permit for the construction of the building to which the impact fee or facility charge relates, or (ii) the time required by the City in its ~~impact fee~~ regulations.

C. In consideration of the Developer's dedication to the City of Lot 3 of Harbor Hill Business Park, park impact fees otherwise payable to the City under

Chapter 19.12 of the Gig Harbor Municipal Code shall be waived by the City as to each of the 824 dwelling units within the Residential Area. If the Developer builds fewer than 824 dwelling units within the Residential Area, the City shall have no obligation to reimburse or otherwise compensate the Developer to the extent that the Developer's dedication of Lot 3 to the City may have exceeded the Developer's legal obligation to mitigate park impacts. In the event Lot 3 of Harbor Hill Business Park is not accepted by the City as set forth in Section 13.H.ii below, then this Section 12.C shall be null and void.

Section 13. Phasing of Development.

A. Generally; Phasing Plan. The Project may be completed in phases, as set forth on Harbor Hill's phasing plan, which is attached hereto as Exhibit ~~J~~I (the "Phasing Plan") and is hereby approved by the City. The Phasing Plan is subject to compliance with the requirements of SEPA regarding phased environmental review. Harbor Hill shall develop only complete phases, not portions of any phase. Harbor Hill is authorized to propose revisions to the Phasing Plan from time to time. Revisions that would increase the number of phases by more than 25 percent, modify any Development Standard, or terminate the Phasing Plan require City Council approval in the form of an amendment to this Agreement. The Director is authorized to approve all other revisions to the Phasing Plan, without an amendment to this Agreement, if the revised Phasing Plan is consistent with other provisions of this Agreement and the Development Standards, and if it makes adequate provision for reallocating among the phases the Project conditions, mitigation measures, and other requirements of the City to the satisfaction of the Director. The Developer may construct or install greater infrastructure improvements than are described in the Phasing Plan in its discretion, as where greater infrastructure improvements may give the Developer an economy of scale.

B. Allocation of Conditions and Mitigation Measures Among Phases. With respect to any Project conditions, mitigation measures, and other requirements that are not incorporated within the Phasing Plan, the City and Harbor Hill shall discuss and use ~~best~~reasonable efforts to ~~agree upon~~negotiate the conditions, mitigation measures, and other requirements applicable to each phase, if the Phasing Plan is changed as to any phase for which the City has granted preliminary but not final plat approval, subject, however, to the authority of the City to exercise its legal authority to allocate such conditions, mitigation measures, and other requirements among the phases ~~in order to promote the public health, safety, and welfare~~. The parties acknowledge that, because the Development will be phased, certain amenities associated with the Project must be available to all phases of the Project, in order to address health, safety and welfare of the residents and other occupants of the Project.

C. Transportation Improvements. Transportation improvements required as a condition of City approval of any Project permit shall be completed prior to the

date on which the City approves the final plat of the phase for which the transportation improvements are required, but if no plat is required, then the improvements shall be completed prior to issuance of a Certificate of Occupancy for any building authorized under the Project permit.

D. Potable Water and Fire Flow Facilities.

i. Off-site potable water and fire flow facilities required as a condition of approval of any Project permit shall be completed prior to the date on which the City approves the final plat of the phase for which the facilities are required, but if no plat is required, then the facilities shall be completed prior to issuance of a Certificate of Occupancy for any building authorized under the Project permit, provided, however, that off-site fire flow facilities shall be completed before the City issues a building permit for any combustible structure.

ii. On-site potable water and fire flow facilities required as a condition of approval of any Project permit shall be completed before the City issues a Certificate of Occupancy for any building for which the facilities are required, provided, however, that on-site fire flow facilities shall be completed before the City issues a building permit for any combustible structure.

E. Sewer Facilities.

i. Off-site sewer facilities required as a condition of approval of any Project permit shall be completed prior to the date on which the City approves the final plat of the phase for which the facilities are required, but if no plat is required, then the facilities shall be completed prior to issuance of a Certificate of Occupancy for any building authorized under the Project permit.

ii. On-site sewer facilities required as a condition of approval of any Project permit shall be completed before the City issues a Certificate of Occupancy for any building for which the facilities are required.

F. Storm Water Improvements. Storm water improvements required as a condition of City approval of any Project permit shall be completed prior to the date on which the City approves the final plat of the phase for which the storm water improvements are required, but if no plat is required, then the improvements shall be completed prior to issuance of a Certificate of Occupancy for any building authorized under the Project permit.

G. Utilities. Utility facilities, other than sewer, storm sewer and water facilities, required as a condition of approval of any Project permit, shall be completed before the City issues a Certificate of Occupancy for any building for which the facilities are required.

H. Parks and Open Space.

i. Parks and open space facilities required as a condition of approval of any Project permit shall be completed or bonded prior to the date on which the City approves the final plat of the phase for which the facilities are required, but if no plat is required, then the facilities shall be completed prior to issuance of a Certificate of Occupancy for any building authorized under the Project permit.

ii. The parties intend that Lot 3 of Harbor Hill Business Park will be developed by the City as a public park and owned by the City in perpetuity. Within ninety (90) days after the ~~Effective Date, the Developer shall~~later of the Effective Date and the date on which the City has issued a final appealable decision approving the PRD Application and either all appeal periods relating to such decision have expired without the commencement of any appeals or all commenced appeals have been dismissed with prejudice, the Developer shall deliver to the City a Phase I environmental site assessment relating to Lot 3 (the "Phase I"), dated not more than sixty (60) days before the date of delivery, prepared by a qualified consultant at Developer's sole expense. Unless the Phase I discloses a recognized environmental condition ("REC") affecting Lot 3, the City shall approve the Phase I and the environmental condition of Lot 3 within thirty (30) days after the City's receipt of the Phase I. Within ninety (90) days after the City delivers to the Developer written notice that the City approves the environmental condition of Lot 3, as disclosed in the Phase I, the Developer shall (a) dedicate Lot 3 to the City by a quit claim deed that reserves the future use of Lot 3 to public park, roadway, and appurtenant uses only~~.~~ ~~After the Effective Date, and at the City's option, exercisable by the Director by written notice to the Developer, the Developer shall either (a) engage such architects, consultants, engineers, and planners as the Developer may select (subject to the City's approval) and shall compensate them up to an aggregate maximum of $50,000 in costs and fees for the preparation of designs and plans for public park facilities within Lot 3, or~~, and (b) pay the City the sum of US$50,000, which the City shall use only for the preparation of designs and plans for public park facilities within Lot 3. If the City ~~chooses Option (a) above, then within ninety (90) days after the Developer shall complete such maximum payment, and regardless whether the designs and plans are complete, the Developer shall assign and convey to the City, without warranty of any kind, the Developer's entire right, title, and interest in the public park designs and plans~~ delivers to the Developer written notice that the City does not approve the environmental condition of Lot 3, as disclosed in the Phase I, then the parties shall have one hundred eighty (180) days to reach an agreement to resolve the environmental issues, such as an agreement to undergo Phase 2 analysis and implement a remediation plan. In the event the parties cannot reach agreement to resolve the environmental issues to the City's satisfaction within one hundred eighty (180) days, the waiver of park impact fees under Section 12.C shall be null and void, the Developer shall pay applicable park impact fees in accordance with City regulations, and the Developer shall have no obligation either to dedicate Lot 3 to the City or to pay the City the sum of US$50,000 as described above. The Developer

shall have no other obligations to the City relating to Lot 3 except those obligations described in this subparagraph.

iii. The City hereby agrees that, in consideration of the Developer's dedication to the City of Lot 3 of Harbor Hill Business Park, the City's requirement under GHMC 17.54.030.C that Lots 1A, 1B, 4B, and 5 of Harbor Hill Business Park establish or preserve 20 percent or more of their respective lot areas as open space, with either retained natural vegetation or new landscaping, shall be modified as follows as to each such lot: a minimum of 15 percent (instead of 20 percent) of the site, excluding setbacks, shall remain in open space, with either retained natural vegetation or new landscaping.

J. Bonds. Notwithstanding the foregoing, in lieu of the completion of the actual construction of any required improvements prior to the approval of a final plat, final planned residential development, or final binding site plan, the Director or City Council may accept a bond, approved as to form by the City Attorney, in an amount and with surety and conditions satisfactory to it, or other secure method, providing for and securing to the City the actual construction and installation of such improvements within a period specified by the City and expressed in the bond.

Section 14. Dedication of Public Lands.

A. All conveyances of public lands from the Developer to the City shall be by statutory warranty deed subject to all matters of record and matters that a visual inspection and ALTA/ACSM survey would disclose, provided, however, that no conveyance shall be subject to any deed of trust, mortgage, or other monetary lien.

B. The Developer will dedicate to the City the tract described as Item No. 14 (South Wetland/Loop Trail) on the Phasing Plan, as public open space, upon the occupancy of four hundred (400) dwelling units within the Residential Area. The Developer will dedicate to the City the tract described as Item No. 19 (Gateway Park) on the Phasing Plan, as a public park, upon the issuance of a Certificate of Occupancy for any building constructed within Phase M2 as described on the Phasing Plan. The completion of the foregoing conveyances shall fully satisfy the Developer's obligations to establish public parks and open space and to mitigate Project impacts to parks and open space in connection with the development of the Project, provided, however, that such dedications shall not fully satisfy the requirements of GHMC 17.89.110 relating to the establishment of private open space that is owned and maintained by a property owner's association. At the time of the Developer's dedication of the tract described as Item No. 19 (Gateway Park) on the Phasing Plan, the tract will be improved at the Developer's expense with certain facilities and improvements, as described in the PRD Application, including without limitation the following facilities and improvements: landscape improvements including a seating/pedestrian gathering area and a crushed rock walking path

through the grass meadow, providing pedestrian connectivity between the Borgen Boulevard sidewalk and the wetland area trails in Tract C.

C. i. The Developer agrees to construct a road, to the standard described in the City's site plan approval relating to Lots 1A and 1B of Harbor Hill Business Park (File No. PL-SPR-08-0009), within the City-approved right-of-way within Lots 1A and 1B of Harbor Hill Business Park ~~and to dedicate the right-of-way to the City, and the City agrees to accept such dedication from the Developer upon the City's approval of its final construction inspection~~, before the City issues a Certificate of Occupancy for any building within either Lot 1A or 1B of Harbor Hill Business Park, regardless whether the Developer already has dedicated the City-approved right-of-way to the City under the following subparagraph.

ii. The Developer agrees to dedicate to the City the City-approved right-of-way within Lots 1A and 1B of Harbor Hill Business Park (with or without the construction of a road within the right-of-way), and the City agrees to accept such dedication from the Developer, within sixty (60) days after first to occur of the following events: (a) completion of construction and dedication to the City of the roadway located within the McCormick Creek project between Burnham Drive and the ~~roadway to be located~~City-approved right-of-way within Lots 1A and 1B of Harbor Hill Business Park, or (b) the Developer's completion of construction, and the City's approval of its final construction inspection, of a roadway within the City-approved right-of-way within Lots 1A and 1B of Harbor Hill Business Park.

D. The Developer may, at its option from time to time, request the elimination of bike lanes within one or more new public streets within the Residential Area, in exchange for wider public sidewalks along such streets. The City may grant or deny such requests in its discretion.

Section 15. Capacity Reservations.

A. There are 2,013 peak hour vehicle trips reserved by the Developer for the Project and Lots 2 (YMCA), 4A (International Church of the Foursquare Gospel), and 6 (a/k/a Village Center) of Harbor Hill Business Park under the existing Capacity Reservation Certificates. Upon the Effective Date, (1) 641 peak hour vehicle trips shall be reallocated from Harbor Hill Business Park to the Residential Area, and (2) 60 peak hour vehicle trips shall be reserved for Lot 3 (future public park) of Harbor Hill Business Park. The ~~balance, 1,312~~parties acknowledge that 256 peak hour vehicle trips of the 1,312 peak hour vehicle trip balance have been allocated to Lots 1A and 1B of Harbor Hill Business Park in prior land use decisions of the City, and 137 peak hour vehicle trips of the 1,312 peak hour vehicle trip balance have been allocated to Lot 2 (YMCA) of Harbor Hill Business Park in prior land use decisions of the City. The balance, 919 peak hour vehicle trips, shall be reserved for Lots ~~1A, 1B, 2,~~ 4A, 4B, 5, and 6 of Harbor Hill Business Park until they are assigned or reallocated either in an amendment to this Agreement, or in a separate agreement between the

City and the Developer, or as may otherwise be authorized by law. In addition to other methods of assigning and allocating vehicle trips authorized by this Agreement, the Developer may, as part of a development permit application, designate the amount of remaining capacity to be allocated to portions of the Property, such as lots, blocks, parcels, or tracts included in the application, and remaining capacity may be reassigned or allocated within the boundaries of the original reservation certificate by application to the Director.

B. The Developer covenants to the City that it will either pay City sewer general facility charges and purchase City sewer facility connection rights or partially relinquish its reserved rights under its sewer Capacity Reservation Certificates as to such portions of the Residential Area as the Developer may choose in its discretion, as to a total of 275 sewer ERU's (in any combination of paid fees or relinquished rights), within ninety days after the seventh (7th) anniversary of the Effective Date. Within the Residential Area, the Developer shall pay City sewer general facility charges and purchase City sewer facility connection rights (and not relinquish its reserved rights) as to all ERU's for which the Developer has either obtained a building permit or final plat, final planned residential development, or final binding site plan approval.

C. The Developer covenants to the City that it will either pay City sewer general facility charges and purchase City sewer facility connection rights or partially relinquish its reserved rights under its sewer Capacity Reservation Certificates as to such portions of the Residential Area as the Developer may choose in its discretion, as to a total of 552 sewer ERU's (including the sewer ERU's purchased or relinquished under Section 15.B above) (in any combination of paid fees or relinquished rights), within ninety days after the fourteenth (14th) anniversary of the Effective Date. Within the Residential Area, the Developer shall pay City sewer general facility charges and purchase City sewer facility connection rights (and not relinquish its reserved rights) as to all ERU's for which the Developer has either obtained a building permit or final plat, final planned residential development, or final binding site plan approval.

D. If the Developer partially relinquishes its reserved capacity under its sewer Capacity Reservation Certificates as described above, and if the Developer holds any preliminary plat, preliminary planned residential development, or preliminary binding site plan approval (a "Preliminary Approval") for development within the Residential Area in excess of its remaining reserved capacity, then either the Developer shall ~~either obtain new sewer Capacity Reservation Certificates sufficient to eliminate the shortage or~~file with the City an application to amend its Preliminary Approvals to reduce the number of proposed ERU's to the number of reserved sewer ERU's or less~~. The~~ within one hundred twenty (120) days after the date of such relinquishment or the Developer shall not submit to the City and the City shall not approve any application for final approval of any plat, PRD, or binding site plan ~~if~~within the Residential Area until such time as the Developer~~'s Preliminary~~

~~Approval allows more ERU's than the Developer has~~ files an application to amend its Preliminary Approvals to reduce the number of proposed ERU's to the number of reserved sewer ERU's or less. In no event shall any Preliminary Approval confer upon the Developer a vested right to obtain final plat approval as to any ERU for which the Developer does not hold a valid sewer Capacity Reservation Certificate at the time of final plat approval.

Section 16. Setbacks. Setbacks otherwise required under GHMC 17.54.030.B shall not be required from either the north or west boundaries of Lot 3 of Harbor Hill Business Park.

Section 17. Residential Density. Each phase of the residential development of the Project may contain areas within which residential density is clustered, potentially exceeding residential density limits as to such areas, but such variations shall be permitted as long as they are offset by corresponding reductions in existing or future residential density in other portions of the Residential Area, so that the aggregate residential density within the Residential Area shall at all times comply with the Existing Land Use Regulations.

Section 18. Model Homes.

A. The parties acknowledge that the most efficient and economic development of the Residential Area depends upon numerous factors, such as market orientation and demand, interest rates, competition, and similar factors, and that generally it will be most economically beneficial to the ultimate purchasers of the Residential Area to allow the Developer or Homebuilder to construct model homes within the Residential Area prior to approval and recording of a final plat. Therefore, the parties agree that the Developer and any Homebuilder shall be entitled to construct model homes within the Residential Area in accordance with the following terms and conditions;

B. The Developer and any Homebuilder may submit building permit applications for up to ~~seven~~eight (~~7~~8) model homes within ~~seven (7) lots in any~~eight (8) lots per phase, as such phases are described on the Phasing Plan and as such lots are depicted on an approved preliminary plat ~~within the Residential Area~~, prior to recording of the final plat. The City shall review and approve or deny the applications regardless whether the final plat is recorded. Prior to issuance of building permits for the model homes, the following requirements must be satisfied:

i. Retention/detention facilities that serve the model home lots shall be constructed in accordance with the engineered drawings approved by the City of Gig Harbor.

ii. Construction of road improvements necessary to provide safe public access to the model homes from existing public roadways shall be completed. The City Engineer shall have sole discretion to determine the definition of safe public

access. The road improvements shall consist of subgrade, curb and gutter, sidewalk and first lift of asphalt in the final roadway alignment, from the existing public roadways to the furthest proposed model home. These improvements shall be in accordance with the engineered drawings approved by the City.

iii. Water and sewer facilities shall be installed to each lot proposed for model homes.

iv. All proposed streets serving the model homes shall be adequately marked with street signs.

v. All impact fees and utility general facility charges for model homes shall be paid prior to the issuance of building permits for the model homes.

vi. Fire protection features, including access, hydrants, and fire flow, must be provided in accordance with GHMC Chapter 15.16 and the approved civil plans prior to any combustible construction on any lot within the development. Such fire protection features may be installed in a phased manner provided that they are in place and approved as prescribed by code for each individual parcel within the plat prior to issuance of a building permit for said parcel.

vii. Traffic mitigation fees for all model homes shall be paid as required by law or as agreed by the City and the Developer as to the Residential Area.

C. In addition to the foregoing requirements, each residential building permit application for a model home shall include the following submittals:

i. Building plot plans showing the locations of the proposed model homes with distances indicated from the proposed final plat lot lines.

ii. Overall site plan showing the temporary improvements specific to the model homes such as the location of signage, flags, banners, fencing, landscaping, and impervious surfaces such as parking areas and sidewalks.

D. A final and complete Certificate of Occupancy shall not be granted for any of the model homes until the final plat has been recorded. However, the applicant may request final inspection and temporary occupancy for model homes prior to final plat recording, provided:

i. The Developer and Homebuilder have complied with applicable state law with regard to any agreements to transfer, sell, or lease property within the preliminary plat prior to final plat recording.

ii. All Building and Fire Safety requirements and Public Works Standards have been met to the satisfaction of the City's Building and Fire Safety Director and City Engineer.

iii. Driveway approaches for each model home requesting occupancy have been installed.

iv. Repairs to the roadway improvements have been completed as necessary due to damage as a result of model home construction.

v. Completion of miscellaneous utility work as necessary to minimize potential for damage to vehicles or tripping hazards.

vi. Completion of miscellaneous work to provide access for maintenance or operation of underground utilities.

E. Prior to final plat approval, either the Developer or Homebuilder shall submit two (2) copies of a plot plan delineating the as-built location of the model home on the lot. The corners of the lot shall be set by a registered professional land surveyor prior to commencement of construction.

F. The model homes and all associated improvements, including any parking lot, shall be removed within six (6) months after the last to occur of the following events:

i. Preliminary plat approval has expired and no extension has been granted, and

ii. The portion of the Residential Area within which the model home is located has been denied final plat approval and either all appeal periods have been exhausted without the commencement of an appeal or all appeals have been dismissed or otherwise resolved.

Section 19. Default.

A. Subject to extensions of time by mutual consent in writing, failure or delay by either party or Landowner not released from this Agreement to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party or Landowner not less than thirty (30) days notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, the party or Landowner charged shall not be considered in default for purposes of termination or institution of legal proceedings.

B. After notice and expiration of the thirty (30) day period, if such default has not been cured or if a cure is not being diligently pursued, the other party may, at its option, institute legal proceedings and pursue any remedy available under the law. In addition, the City may file an action to enforce the Gig Harbor Municipal Code, and

to obtain penalties and costs as provided in the Gig Harbor Municipal Code, for violations of this Development Agreement and the Code.

Section 20. Annual Review. The City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Developer and Landowner with this Agreement.

Section 21. Termination. This Agreement shall terminate upon the expiration of the term identified in Section 6 or when the Property has been fully developed, whichever first occurs, and all of the Developer's obligations in connection therewith are satisfied as determined by the City. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney. Upon the City's issuance of a final and complete Certificate of Occupancy for any building within any portion of the Property, the description of the Property subject to this Agreement shall be deemed amended to exclude such portion, and any successor owner of such portion shall be released from all liabilities, obligations, and other covenants arising under this Agreement, and shall have no rights under this Agreement; provided, however, that the foregoing shall not release the Developer from any liability or obligation arising under this Agreement.

Section 22. Effect of Termination on Developer Obligations. Termination of this Agreement as to the Developer of the Property or any portion thereof shall not affect any of the Developer's obligations to comply with the City Comprehensive Plan and the terms and conditions or any applicable zoning code(s) or subdivision map or other land use entitlements approved with respect to the Property, any other conditions of any other development specified in the Agreement to continue after the termination of this Agreement, or obligations to pay assessments, liens, fees or taxes.

Section 23. Effect of Termination on Developer Rights. Upon any termination of this Agreement as to the Developer of the Property or any portion thereof, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested hereby with respect to the property affected by such termination (provided that vesting of such entitlements, conditions or fees may then be established for such property pursuant to then existing planning and zoning laws).

Section 24. Assignment and Assumption; No Third Party Beneficiaries.

A. Harbor Hill shall have the right to assign all or any portion of its rights, liabilities, and obligations under this Agreement ~~to any other party, and consent by the City shall not be a condition precedent to any such assignment. Upon any assignment by Harbor Hill, the assignee shall be entitled to all interests and~~

~~rights and be subject to all obligations under this Agreement, but Harbor Hill shall not be released of liability unless~~, subject to the conditions of Section 24.B ~~are met~~.

B. Harbor Hill shall be released of all liabilities and obligations under this Agreement as to any portion of the Property upon its assignment of all such liabilities and obligations to any successor developer and owner of such portion of the Property if the following conditions are met: (1) Harbor Hill provides 30 days advance written notice of the assignment to the City; (2) the assignee assumes in writing all liabilities and obligations of Harbor Hill under this Agreement as to such portion of the Property, and (3) one of the following exists: (a) Harbor Hill retains a fifty percent (50%) or more equitable interest in the assignee and is the managing entity or actively involved in development of the Project; (b) the assignee is a wholly-owned subsidiary of Harbor Hill, OPG Properties LLC, or Pope Resources; (c) the assignee has a financial net worth that equals or exceeds at least twice the amount of outstanding financial obligations, at the time of the assignment, allocable to the portion of the Property to which the assignment relates as determined by the Director; (d) substantially all of the on-site and off-site mitigation has been completed or adequate security therefor, as determined by the Director, has been provided; or (e) the City otherwise consents, ~~which consent shall not be withheld without just cause~~in its sole discretion. If the conditions for release are met under this subsection, then from and after the date of such assignment, Harbor Hill shall have no further liability or obligation under this Agreement as to the portion of the Property to which the assignment relates (except to the extent Harbor Hill has an equitable interest in assignee) and the assignee shall exercise the rights and perform the obligations of Harbor Hill under this Agreement as to such portion.

C. This Agreement is made and entered into for the sole benefit and protection of Harbor Hill, the City, and their respective successors and assigns, and no other person shall have any right of action based upon any provision of this Agreement, except as expressly provided otherwise in this Agreement. There are no third party beneficiaries of this Agreement.

Section 25. Covenants Running with the Land. The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties, their respective successors and assigns.

Section 26. Amendment to Agreement; Effect of Agreement on Future Actions. This Agreement may be amended by mutual consent of all of the parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (*see,* RCW 36.70B.200). However, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Property during the term of this Agreement, as the City Council may deem necessary to the extent required by a serious threat to public health and safety.

Nothing in this Development Agreement shall prevent the City Council from making any amendments of any type to the Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations relating to the Property after termination of this Agreement.

Section 27. Notices. Notices, demands, correspondence to the City and Developer shall be sufficiently given if dispatched by pre-paid first-class mail to the following addresses:

If to the Developer:
Harbor Hill LLC
Attn: President
19245 Tenth Avenue N.E.
Poulsbo, WA 98370

If to the City:
City of Gig Harbor
Attn: City Administrator
3510 Grandview Street
Gig Harbor, WA 98335

Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

Section 28. Reimbursement for Agreement Expenses of the City. Developer agrees to reimburse the City for actual expenses incurred over and above fees paid by Developer as an applicant incurred by City directly relating to this Agreement, including recording fees, publishing fees and reasonable staff, legal and consultant costs not otherwise included within application fees. Such payment of all fees shall be made, at the latest, within thirty (30) days from the City's presentation of a written statement of charges to the Developer. In the event Developer fails to pay the fees within the 30-day period, the City may declare the Developer in default and terminate this Agreement after 30 days written notice if the default is not timely cured.

Section 29. Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Pierce County Superior Court or the U.S. District Court for Western Washington.

Section 30. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity other than a party or a Landowner to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Developer and/or Landowner(s). In such event, Developer and/or such Landowners shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the

prevailing party or parties in such litigation. The Developer and/or Landowner shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

Section 31. Specific Performance. The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any party in default hereof.

Section 32. Severability. If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the ~~effective date of the Adopting Resolution~~Effective Date, such invalidity shall not affect the validity of the remainder of this Agreement.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

HARBOR HILL LLC

By:_____
Its:_____
Date:_____

CITY OF GIG HARBOR

By:_____
Its: Mayor
Date:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

DATED: _____

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

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

DATED: _____

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

EXHIBIT A

Legal Description of the Property

RESIDENTIAL AREA

TAX PARCEL NUMBER 0222308002

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

TAX PARCEL NUMBER 0222311000

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

TAX PARCEL NUMBER 02222311009

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

COMMERCIAL AREA

TAX PARCEL NUMBER 4002470011

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

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 1 LYING 287.61 NORTHERLY OF THE SOUTHEAST CORNER OF SAID LOT 1, AS MEASURED ALONG THE EAST LINE OF SAID LOT 1,
THENCE NORTH 77°06'13" WEST 644.52 FEET TO AN ANGLE POINT IN THE WEST LINE OF SAID LOT 1;
THENCE ALONG THE BOUNDARY OF SAID LOT 1 THE FOLLOWING COURSES:
THENCE NORTH 88°22'24" WEST 110.70 FEET;
THENCE NORTH 05°55'53" EAST 181.58 FEET;
THENCE SOUTH 88°22'24" EAST 33.73 FEET;
THENCE NORTH 14°26'00" EAST 232.65 FEET;
THENCE SOUTH 48°15'42" EAST 247.61 FEET;

THENCE NORTH 77°19'55" EAST 95.23 FEET;
THENCE NORTH 37°16'34" EAST 168.29 FEET;
THENCE SOUTH 88°22'24" EAST 177.38 FEET TO A POINT ON A 766.00 FOOT CURVE TO THE RIGHT, THE RADIUS OF WHICH BEARS SOUTH 64°21'11" WEST
THENCE SOUTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 358.65 FEET, THROUGH A CENTRAL ANGLE OF 26°49'36";
THENCE SOUTH 01°10'47" WEST189.56 TO THE POINT OF BEGINNING.

TAX PARCEL NUMBER 4002470012

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

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 1 LYING 287.61 NORTHERLY OF THE SOUTHEAST CORNER OF SAID LOT 1, AS MEASURED ALONG THE EAST LINE OF SAID LOT 1;
THENCE ALONG THE BOUNDARY OF SAID LOT 1 THE FOLLOWING COURSES:
THENCE SOUTH 01°10'47" WEST 287.61 FEET;
THENCE NORTH 88°22'24" WEST 631.54 FEET;
THENCE NORTH 01°15'21" EAST 412.28 FEET TO AN ANGLE POINT IN SAID BOUNDARY;
THENCE DEPARTING SAID BOUNDARY SOUTH 77°06'13" EAST 644.52 FEET TO THE POINT OF BEGINNING.

TAX PARCEL NUMBER 4002470030

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

TAX PARCEL NUMBER 4002470042

THE NORTHERLY 5.3367 ACRES OF THE REVISED LOT 4 OF THE PLAT OF THE BUSINESS PARK AT HARBOR HILL PER BOUNDARY LINE ADJUSTMENT RECORDED IN PIERCE COUNTY, WASHINGTON, AUDITOR'S FILE NUMBER 200710195003 FURTHER DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL ADJACENT TO HARBOR HILL DRIVE, THENCE N 01°10'47" E ALONG THE EASTERLY MARGIN OF HARBOR HILL DRIVE 514.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING N 01°10'47" E ALONG THE EASTERLY MARGIN OF HARBOR HILL DRIVE 428.04 FEET TO THE NORTHERLY BOUNDARY OF THE PARCEL;
THENCE S 88°15'35" E ALONG THE NORTHERN BOUNDARY 585.60 FEET TO THE EASTERN BOUNDARY OF THE PARCEL;
THENCE S 05°02'54" W, 12.02 FEET;
THENCE S 27°57'14" W, 112.58 FEET;
THENCE S 01°33'50" E, 199.54 FEET;
THENCE S 00°23'25" W, 110.52 FEET TO THE SOUTHERN BOUNDARY OF THE PARCEL;
THENCE N 88°49'13" W, 545.12 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

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

TAX PARCEL NUMBER 4002470051

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

EXHIBIT B

Property Map

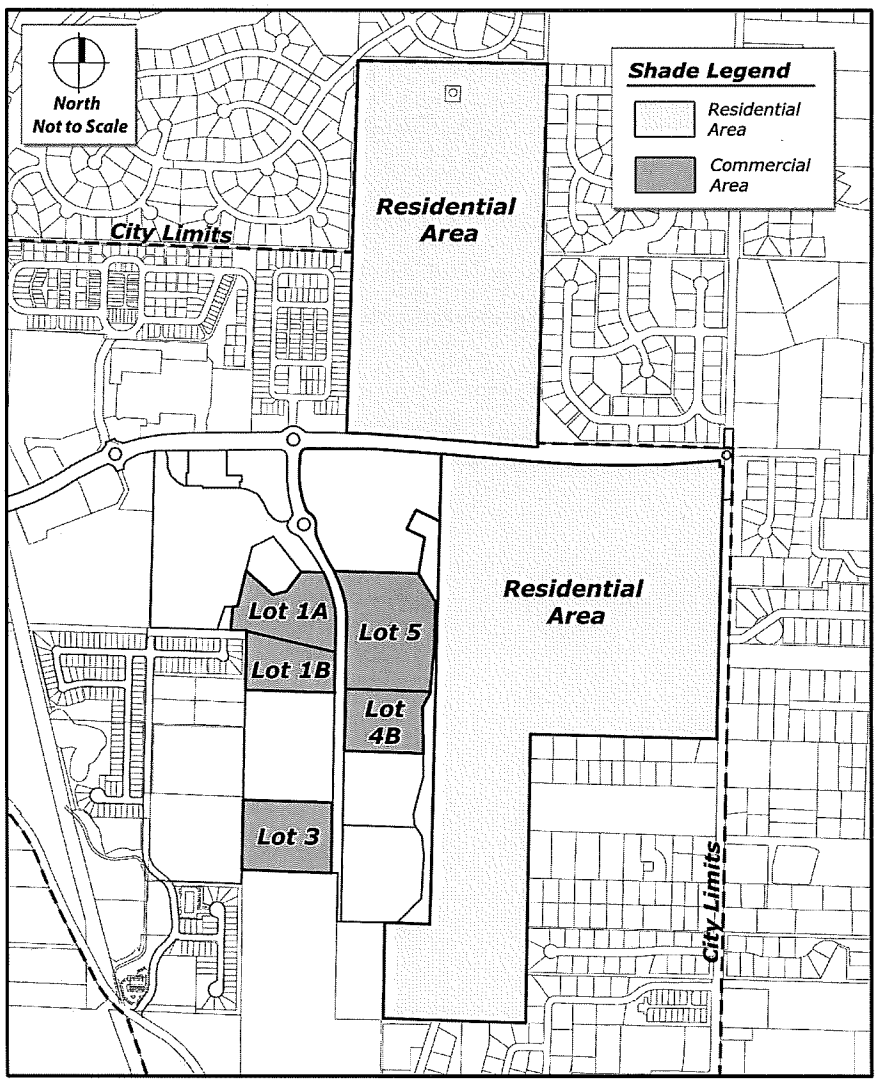


EXHIBIT C

Comprehensive Plan Map Designations of Property

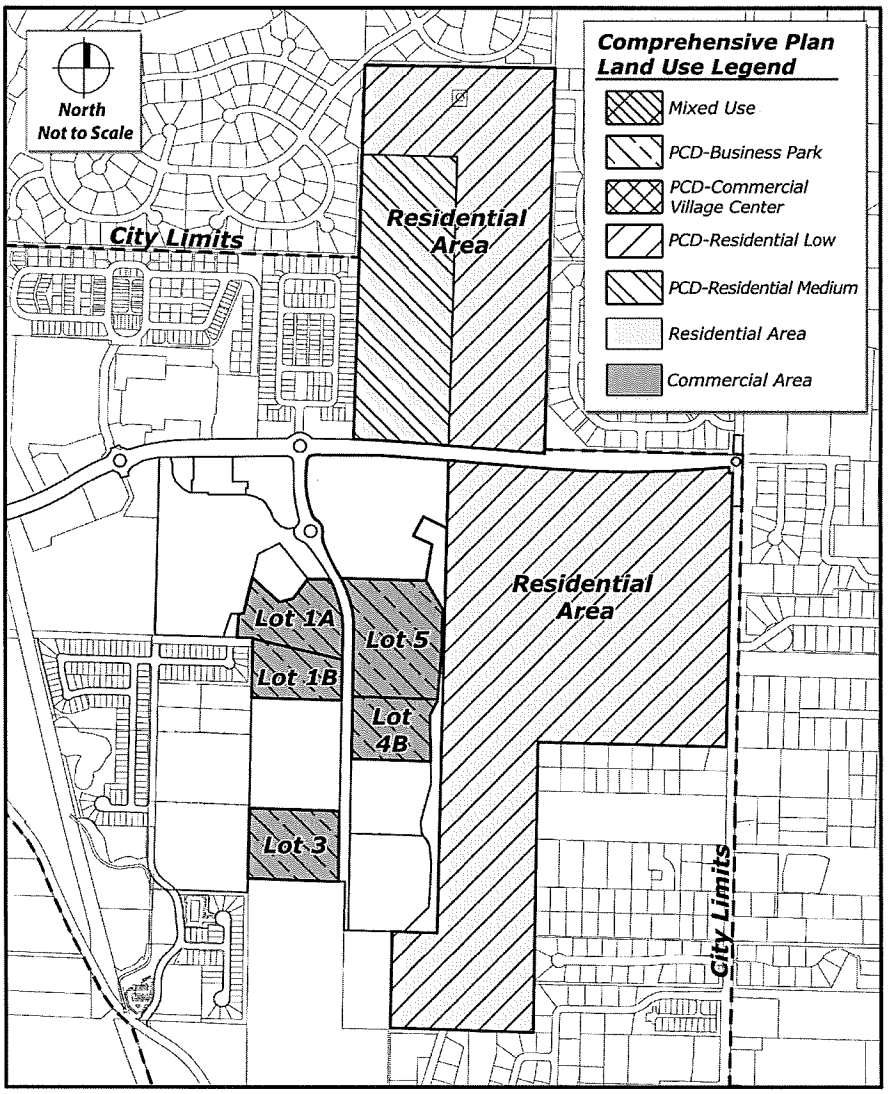


EXHIBIT D

Zoning Map Designations of Property

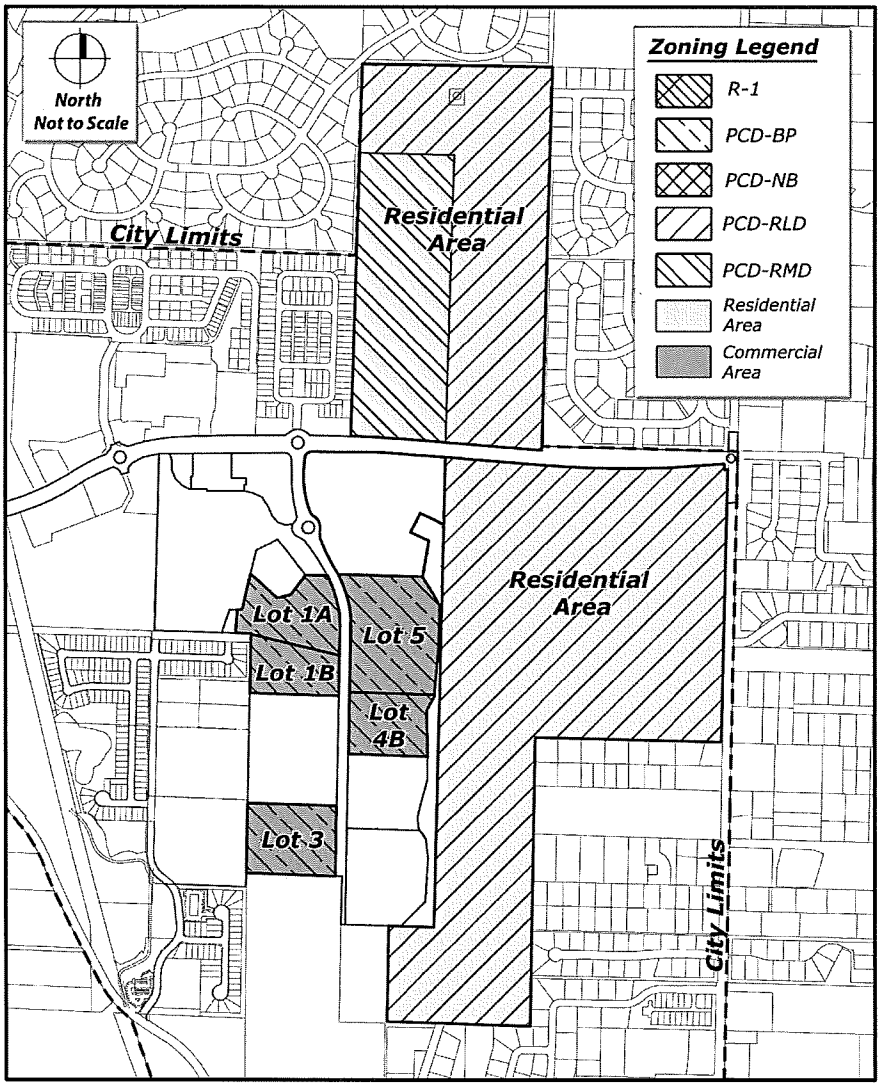


EXHIBIT E

List of Environmental Documents

1. **Harbor Hill Preliminary Drainage Report**, December 2, 2008, REVISED May 27, 2009 – Triad Associates.
2. **Preliminary Plat/PRD Site Plans**, December 2, 2008, REVISED Aug 16, 2010 – Triad Associates
   a. Grading Plans
   b. Storm Drainage
   c. Road and Utilities
   d. Landscape and Irrigation
   e. Tree Retention
   f. Circulation
3. **Harbor Hill Planned Residential Development Plat Project Description**, December 2, 2008, REVISED Aug 16, 2010 – Triad Associates
4. **Wetland Analysis Report**, - May 21, 2007 – Wiltermood Associates, Inc.
5. **Harbor Hill Wetland Mitigation Plan**, - November 21, 2008 – Wiltermood Associates Inc.
6. **Harbor Hill Development - Traffic Impact Analysis**, November 2008, with SUPPLEMENT dated May 27, 2009 – The Transpo Group.
7. **Report Geotechnical Engineering Services Harbor Hill Residential Property**, October 27, 2008 – GeoEngineers.
8. **SEPA Environmental Checklist** dated December 2, 2008, and revised May 27, 2009, and August 16, 2010, relating to the Harbor Hill PRD Application.
9. **SEPA Environmental Checklist** dated October 10, 2010, relating to Harbor Hill Development Agreement.
10. **Gig Harbor North Annexation Plan Draft Environmental Impact Statement** dated October 7, 1992
11. **Gig Harbor North Annexation Plan Final Environmental Impact Statement** dated February 24, 1993

EXHIBIT GF

SEPA Threshold Determination

GIG HARBOR
"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

Determination of Nonsignificance (DNS)
W.A.C. 197-11-970

Environmental Review Application No.: SEPA 10-0021

Parcel Number: Pierce County Parcel Numbers: 0222304009, 0222311009, 0222311000, 4002470011, 4002470012, 4002470030, 4002470042, 4002470051, 4002470060

Action: Development Agreement

Proposal: The proposal is a nonproject, legislative action to execute a development agreement between the City of Gig Harbor and Harbor Hill LLC.

The development agreement is associated with a preliminary plat and preliminary planned residential development application (PL-PPLAT-08-0001 and PL-PRD-08-0001) for an 824 dwelling units plat/PRD on 200 acres. The development agreement is also associated with lots 1A, 1B, 3, 4B, 5 and 6 of the Harbor Hill Business Park which received final plat approval in 2006. In general, the development agreement would: grant 20-year vesting of the Harbor Hill residential plat; grant 10-year vesting of the Harbor Hill Business Park Lot 1A/1B site plan; waive park impact fees and reduce nonresidential open space requirements in consideration for the dedication of a 7 acre public park; transfer reserved peak PM traffic trips from the Harbor Hill Business Park to the Harbor Hill Residential Plat in consideration of the construction and dedication of a public road through Lot 1A/1B; allow for model homes prior to final plat approval; require the payment of sewer connection fees in a timely manner or lose reserved sewer capacity; allow the residential project to not meet the minimum residential density and open space requirements on a phase by phase basis, as long as the development in aggregate does meet the required density and open space requirements.

Location: 251 acres both north and south of Borgen Boulevard, east of Costco and The Ridge at Gig Harbor, including some of the Harbor Hill Business Park and all of the proposed Harbor Hill

residential plat.

Proponent: Harbor Hill LLC
John Chadwell, Senior Project Manager
19245 Tenth Avenue NE
Poulsbo, WA 98370

Lead Agency: City of Gig Harbor
The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

[x] This DNS is issued under WAC 197-11-340(2); **Comments must be submitted by October 27, 2010.**

Phased SEPA Review: The Harbor Hill Residential Plat is undergoing phased SEPA review as allowed by WAC 197-11-060(5). This non-project SEPA threshold determination relates to the proposed development agreement and the development regulations modified within the development agreement. Project SEPA review for the residential plat will occur later in 2010 as part of the preliminary plat review process.

Appeal:
Any interested person may appeal the adequacy of this SEPA Threshold Determination to the Gig Harbor City Council pursuant to the procedures set forth under Chapter 18.04 of the Gig Harbor Municipal Code if a written request for appeal is received within 7 days after the end of the comment period, or November 3, 2010, whichever is later. The written appeal must be submitted with a filing fee of two hundred seventy five dollars ($275.00).

Contact: Jennifer Kester, Senior Planner; Phone: (253) 851-6170

Responsible Official: Tom Dolan
Position Title: Planning Director Phone: (253) 851-6170

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

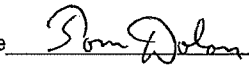
Signature  Date: October 13, 2010

EXHIBIT ~~H~~G

Project Description

1. Residential Area

The Residential Area shall comprise the uses and facilities described in that certain "Harbor Hill Planned Residential Development Project Description" ~~revised August 16,~~October 4, 2010, prepared by Triad Associates, a copy of which is maintained in the files of the Planning Director of the City of Gig Harbor under File Nos. PL-PPLAT-08-0001, PL-PRD-08-0001, PL-REZ-08-0001, PL-DRB 08-0105, PL-SEPA-08-0034.

2. Commercial Area

The Commercial Area shall comprise office uses, retail uses, other commercial uses, institutions, parks and open space, transportation facilities, utility facilities, and storm water facilities.

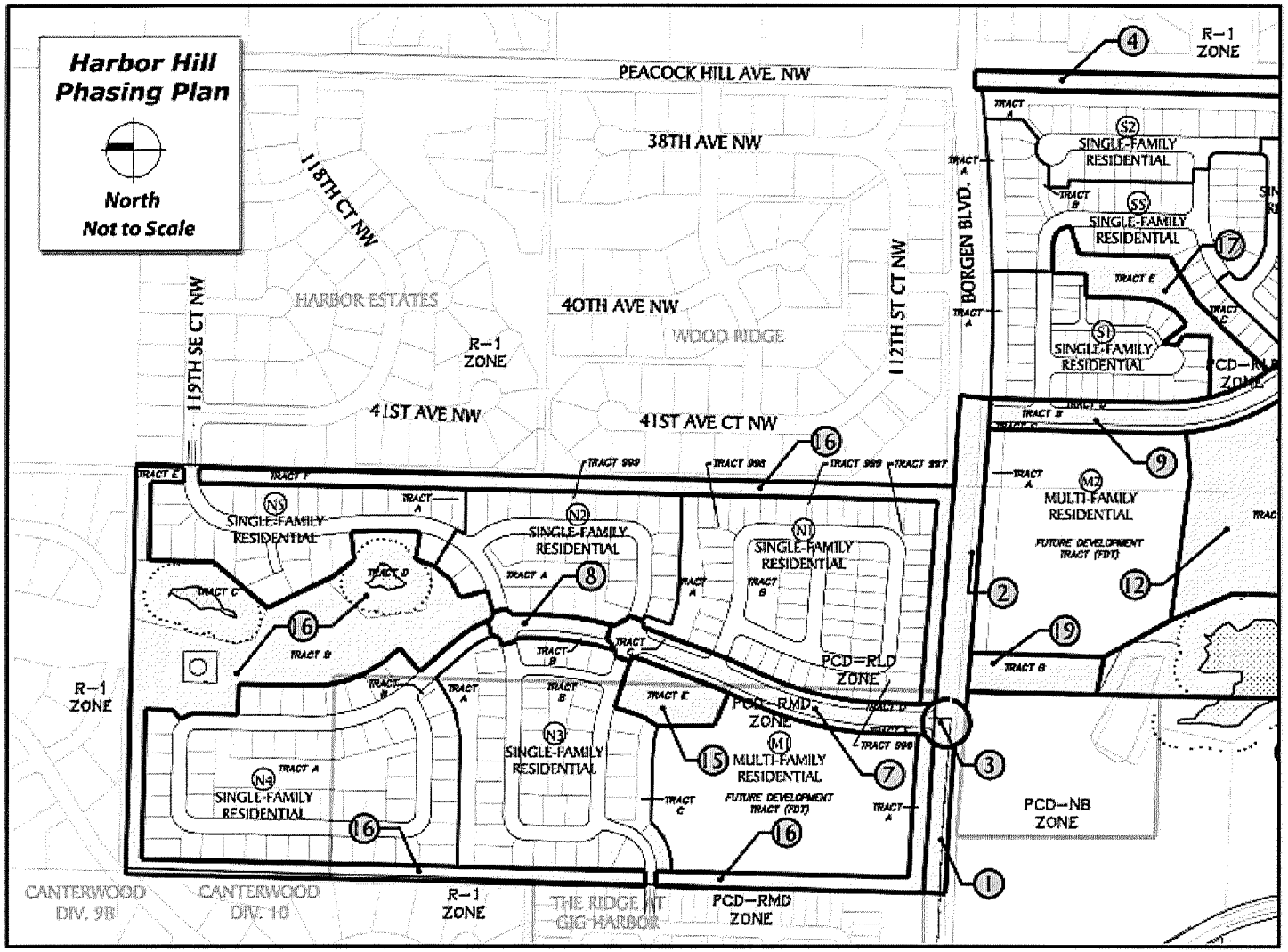
EXHIBIT ~~I~~H

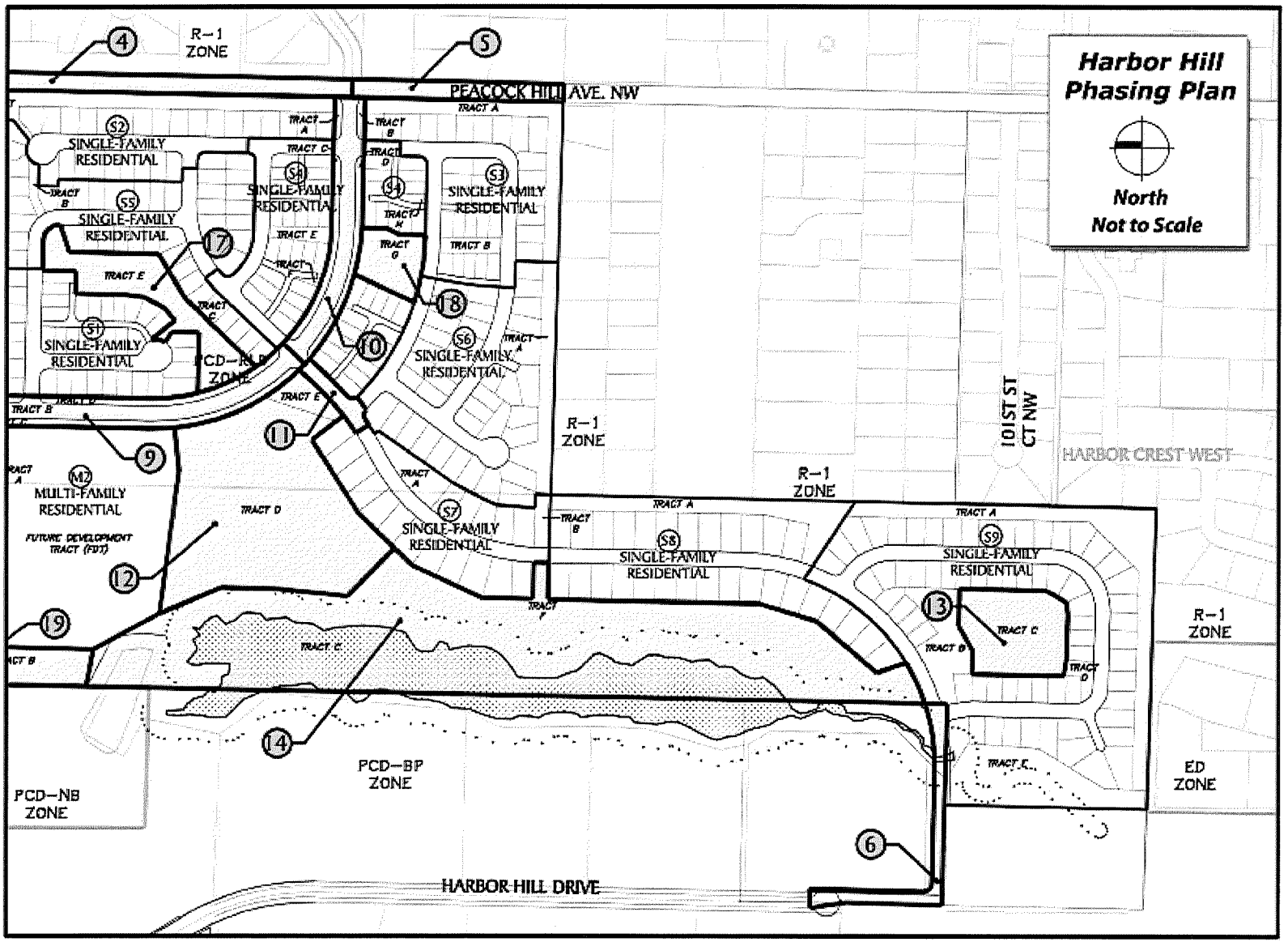
List of Modified City Development Standards

Item No.	Description	GHMC Section	Agreement Section
1	Increased vesting periods for Project approvals	Various	6.D
2	Reduction of Harbor Hill Business Park open space requirements from 20 percent to 15 percent of lot area based on dedication of Lot 3 for public park	17.54.030.C	13.H.iii
3	Director approval of certain revisions to Phasing Plan	19.01.003	13.A
4	No setbacks under GHMC 17.54.030.B required along certain boundaries of Lot 3 (future public park) of Harbor Hill Business Park	17.54.030.B	16
5	Allowing clustering of residential density	Title 17	17
6	Allocations of capacity reservations	Chapter 19.10	15

EXHIBIT JI

Phasing Plan




Harbor Hill Phasing Plan
North
Not to Scale
R-1 ZONE
PEACOCK HILL AVE. NW
SINGLE-FAMILY RESIDENTIAL
MULTI-FAMILY RESIDENTIAL
FUTURE DEVELOPMENT TRACT (FDT)
PCD-RLD ZONE
PCD-BP ZONE
PCD-NB ZONE
ED ZONE
HARBOR HILL DRIVE
101ST ST CT NW
HARBOR CREST WEST
TRACT A
TRACT B
TRACT C
TRACT D
TRACT E
TRACT F
TRACT G
TRACT H
S1
S2
S3
S4
S5
S6
S7
S8
S9
M2
4
5
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12
13
14
17
18
19

INFRASTRUCTURE		DEVELOPMENT PHASE																
		FDT		SFR NORTH					SFR SOUTH									
		M1	M2	N1	N2	N3	N4	N5	S1	S2	S3	S4	S5	S6	S7	S8	S9	
Dwelling Units		170	100	63	28	38	57	25	38	26	32	50	45	40	17	29	66	
ROADS	1. Borgen Blvd Frontage – West	X	--	--	--	--	--	--										
	2. Borgen Blvd Frontage - East		--	X					--	--	--	--	--	--	--			
	3. Roundabout on Borgen	X		X	--	--	--	--										
	4. Peacock Hill Ave Frontage – North									X	--	--						
	5. Peacock Hill Ave Frontage - South									--	X	--						
	6. Harbor Hill Dr Off-Site															X	X	
	7. North Parkway south section	X		X	X	X	X	X										
	8. North Parkway north section				--	--	X	X										
	9. South Parkway north section		X						X	--	--	--	X	X	X			
	10. South Parkway south section								--	X	X	X	--	--	--			
	11. South Parcel Collector stub											X		X	X			
STORM PONDS	12. Detention North (M1- Tract D)	X	X	X	X	X	X	X	X	X	X	X	X	X				
	13. Detention South (S9- Tract C)														X	X	X	
OPEN SPACE/ PARKS	14. South Wetland /Loop Trail (M2- Tracts C, F)		X						X	X	X	X	X	X	X	X	X	
	15. North Central park (N1- Tract E)	X		X	X	X	X	X										
	16. North Wetland Park & Perimeter Open Space (M1- Tracts A, B, C, D, E, F)	X		X	X	X	X	X										
	17. South Connector Park (S1- Tract E)								X				X					
	18. South Central Park (S4- Tract G)										X	X		X				
	19. Gateway Park (M2- Tract B)		X															

Notes

1. "X" means that infrastructure must be completed prior to or concurrent with development phase
2. "--" means Cumulative Trigger. The noted infrastructure improvement may be triggered by a number of the indicated Parcels coming online ahead of the primary Parcel requiring the improvement. This will be determined in consultation with the City during the pre-application conference for the given parcel application.
3. Development of some phases may depend on completion of other phases for road and utility connections
4. Numbering of phases does not necessarily indicate sequence of development (ex: N3 and N4 could develop before N2)
5. Parkway road improvement includes abutting open space tracts.
6. During final engineering design, alternate design solutions may be brought forward. These may be approved if, and only if, staff find that the alternate design solution is functionally equivalent to the preliminary design shown in the Preliminary Plat/PRD plans. For example, temporary storm drainage detention could be proposed if it provided equivalent flow detention mitigation to what was proposed in the Preliminary Plat/PRD as long as there was a means to divert flows to the permanent pond when the phasing required it to be converted to permanent detention

WOODRIDGE PROPERTY OWNERS ASSOCIATION

PO Box 1313, Gig Harbor WA, 98335

RECEIVED BY
NOV 08 2010
CITY OF GIG HARBOR

The Woodridge Property Owners Association has concerns and questions regarding the new Harbor Hill development being proposed to the Gig Harbor City Council. Our neighborhood is directly impacted by the new development in many ways, as is our community as a whole. Although we understand that development of the Harbor Hills property is inevitable, we are concerned with/by the items listed below and would like to see a few changes and safeguards agreed upon to ensure our neighborhood and entire community benefit from this project.

Trees & Natural Landscape Perimeter Buffer Zones

1. Our neighborhood will back directly into one of the residential areas (please see highlighted area on attached map for area of concern). We would like to ensure there is a healthy natural landscape buffer maintained between our two neighborhoods to ensure everyone maintains their privacy. It is our understanding there is currently a 20 foot buffer agreement and we would like to see it expanded to a minimum of 50 feet.
2. Although there has been a lot of new commercial and residential construction in Gig Harbor, it has been done in such a way that the integrity of the natural beauty of our community has been maintained. We would like to see trees and buffer zones between the streets and new developments maintained so when a person drives through our community they continue to view natural landscaping and not the fronts and backs of homes or businesses.
3. The property involved in this massive project is currently a beautiful forest. The community as a whole has benefited and enjoyed this landscape. The current proposal is a 20 year development plan with 16 phases. We are concerned that the first few phases will be to clear the entire residential areas, lay the groundwork for the sewer, electric, etc and then let it sit until some time in the future when it will be developed. This will be a huge eye sore for an undisclosed amount of time. This has already occurred in the other new developments in our area (Harbor Ridge, etc). Instead, we would like to see the integrity of the property maintained until such time as it can be developed in a timely manner.
4. The forest serves as a great noise buffer to the existing communities in the area. This project will greatly increase traffic and commercial noise, as well as cause long term construction noise. Maintaining adequate natural tree buffer zones between the roads, our existing neighborhoods and the new Harbor Hill developments will alleviate some of this increased noise.

Size of New Community

The proposed "master planned" community is massive. The addition of 824 dwelling units will greatly change the Peacock Hill/ Borgen Blvd community. Based on the current proposal the existing neighborhoods will see a huge increase in residential and commercial traffic. We understand the proposal for a new connection between the business park and Burnham will ease some of this, but it will not reduce noise or most likely a huge amount of the residential traffic and we are unsure of the timeline for this road.

1. We propose with the number of dwelling units of the Harbor Hill development agreement is reduced to either a smaller number of single-family dwelling units and/or eliminate the proposed multi-family units. We strongly believe that the integrity of our existing community as a whole would benefit from this project being reduced in size.

Tracy Delong, President
11412 40th Ave. Ct. NW
851-0391
tnadelong@msn.com

John Winslow, V.P.
11502 41st Ave Ct NW
514-8161
jsw66@comcast.net

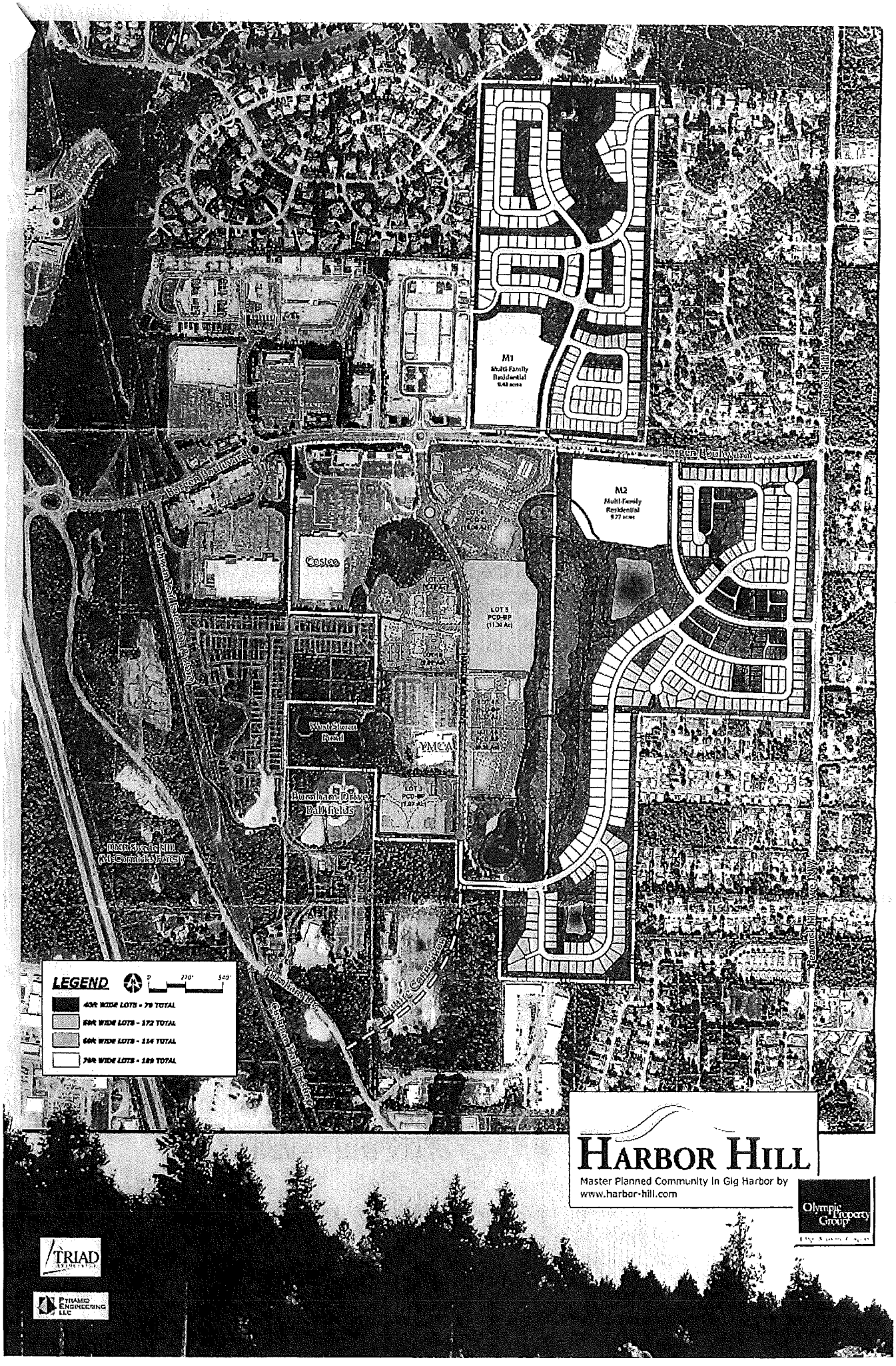
Bonnie Winslow, Treasurer
11502 41st Ave Ct NW
514-8161
winslow4@comcast.net

Sarah Olson, Secretary
3905 112th ST CT NW
206-734-8182
saraholson@comcast.net

Chris Smith, Director
11509 40th Ave Ct. NW
241-9451
chsmithsr@aol.com

Greg Jackson, Director
11509 40th Ave Ct. NW
241-9451
gergle@comcast.net

Roger Mosiman, Director
11402 40th Ave Ct NW
858-2053
rogdormos@aol.com


M1
Multi-Family Residential
M2
Multi-Family Residential
Costco
LOT 5
PCD-BP
(11.30 Ac)
West Storm Road
YMCA
Burnham Drive Ballfields
LEGEND
0
270'
540'
40R WIDE LOTS - 79 TOTAL
50R WIDE LOTS - 172 TOTAL
60R WIDE LOTS - 114 TOTAL
70R WIDE LOTS - 189 TOTAL
HARBOR HILL
Master Planned Community in Gig Harbor by
www.harbor-hill.com
Olympic Property Group
TRIAD
PYRAMID ENGINEERING LLC

GIG HARBOR
"THE MARITIME CITY"

Business of the City Council
City of Gig Harbor, WA

Subject: Wastewater Treatment Plant (WWTP) Phase 1 Improvement Project Change Order No. 5

Consultant Contract Amendment No. 3 with Parametrix, Inc.

Consultant Contract Amendment No. 6 with Cosmopolitan Engineering Group

Proposed Council Action: Authorize the execution of Change Order No. 5 with Prospect Construction Inc. in the amount of $69,855.13 and add an additional 41 contract calendar days.

Approve the Consultant Services Contract Amendment No. 3 with Parametrix, Inc. in the not-to-exceed amount of $42,121.84

Approve the Consultant Services Contract Amendment No. 6 with Cosmopolitan Engineering Group in the not-to-exceed amount of $43,913.00.

Dept. Origin: Engineering Dept.

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

For Agenda of: November 8, 2010

Exhibits: Change Order No. 5

Parametrix Memorandum dated 10/8/10

Work Change Directive No. 62

Parametrix Consultant Services Contract Amendment No. 3.

Cosmopolitan Engineering Consultant Services Contract Amendment No. 6.

City financial Exhibit

	Initial & Date
Concurred by Mayor:	CLH 11/4/10
Approved by City Administrator:	BK by CH 4/10
Approved as to form by City Atty:	approv via email 11/4/10
Approved by Finance Director:	
Approved by Department Head:	11/4/10

Expenditure Required	$155,889.97	Amount Budgeted	$ 5,800,000	Appropriation Required	$0

INFORMATION / BACKGROUND

Change Order No. 5

The elapsed time that occurred by the City in issuance of the Change Order No 4, prevented construction activities for the clarifier from occurring "parallel" with the current construction activities as was originally planned when the City's construction contractor, Prospect Construction Inc., prepared the original proposal for the clarifier and associated work. Prospect's original logic in development of the proposal showed an additional 72 days was required in order to complete the work leading to a new revised final completion date of

December 17, 2010. The new final completion date was predicated on activities occurring parallel with current construction and more importantly, the equipment from Hi-Tech, the clarifier equipment provider, being available on site in early December. By the City delay, the clarifier mechanism delivery is now scheduled for an early arrival date of March 7th, 2011, or a later arrival date of May 13, 2011.

Approval of this Change Order will set a new Limited Final Completion date for January 27, 2011 which will include all original contracted work with the exception of Clarifier #02 mechanism delivery and installation (as described in WCD 062).

The cost for the impact described will result in an increase of $39,442.00, with sales tax $42,755.13 to the Base Contract in the attached Parametrix to City memo dated October 8, 2010. In addition to the added delay costs, this change order also will replenish the force account contingency by adding an additional $25,000 to the force account balance as well as an additional 41 calendar days to the contract for added work items.

Consultant Services Contract Amendment No. 3 Parametrix, Inc.

Due to the time extension associated with the execution of Change Order No. 5 with the Contractor additional time and funds are required to cover the additional construction management services will provide during this time frame.

Consultant Services Contract Amendment No. 6 Cosmopolitan Engineering Group

Due to the time extension associated with the execution of Change Order No. 5 with the Contractor additional time and funds are required to cover the additional construction management services will provide during this time frame. The original requested estimate from them exceeded $99,000 but through negotiation on behalf of the City, this was further negotiated to the $43,913.

FISCAL CONSIDERATION

The cost of this Change Order is necessary and is covered in our Sewer Capital Fund under Objective #2.

The changes listed above will result in a contract increase of $64,442.00 (with sales tax $69,855.13) for a net change in the contract price in the amount of $11,015,730.00, with sales tax $11,941,051.70.

The Force Account bid item is a contract allowance or contingency that is used during the course of construction for minor City directed changes, differing site conditions for which the City determines that the contractor is due additional compensation. All Force Account authorized changes are essential work items that are required to be completed as part of the prosecution of the work as well as maintaining project schedule. Without a Force Account allowance, all changes would have to be approved by City Council in advance of completion of the work, which would add overall contract delay to the overall contract schedule. Original Force Account balance was $200,000.00. Change Order #002 increased the amount by $75,000.00 for a total current amount of $275,000.00. Total Force Account used to date is $245,920.00. Anticipated known but not yet approved expenditures are approximately $13,000.00, leaving a balance of approximately $10,500.00. In order to assure construction

moves expeditiously a recommendation of adding $25,000.00 to the force account balance is proposed at this time.

See the attached Budget Estimate Summary and the following:

Original Project Contingency	$1,247,056
Reduced Project Contingency for CO No. 1 through 4	$ 987,248
Available contingency Balance	$ 259,808
Less Change Order 5 and Contract Amendments	$ 155,889.97
Remaining 2010/2011 Budget =	**$ 103,918.03**

BOARD OR COMMITTEE RECOMMENDATION

RECOMMENDATION / MOTION

Move to: Authorize the execution of Change Order No. 5 with Prospect Construction in the amount of $ 69,855.13 and add an additional 41 contract calendar working days and

approve the Consultant Services Contract Amendment No. 3 with Parametrix, Inc. in the not-to-exceed amount of $42,121.84 and

approve the Consultant Services Contract Amendment No. 6 with Cosmopolitan Engineering Group in the not-to-exceed amount of $43,913.00.

GIG HARBOR
"THE MARITIME CITY"

Parametrix ENGINEERING • PLANNING • ENVIRONMENTAL SCIENCES

CONTRACT CHANGE ORDER (CCO) NO. 005

Project Name: Wastewater Treatment Plant (WWTP) Phase 1 Improvement
Contractor: Prospect Construction Inc.

Date: 2010, 10-18

Project No.: CSSP-0702

DESCRIPTION OF WORK

You are hereby requested to comply with the following changes from the contract Plans and specifications:

Such work will be compensated by: check one or more of the following as applicable [X] Increase or [ ] Decrease in bid items; [ ] Force Account; [X] Negotiated Price: The described work affects the existing contract items and/or adds and/or deletes bid items as follows:

1	Cost impacts associated with the delayed notice to proceed of Change Orders 3 & 4 and the subsequent submittal review process and equipment release. This lump sum settlement provides payment for all claims of delay and remobilization costs as stated in Prospect Construction, Inc.'s letter dated September 23, 2010 and as described in work change directive (WCD)062. This lump sum settlement resolves all claims related to delay and no additional payment or adjustments shall be made. No additional compensation shall be made for any and all damages both consequential or inconsequential arising out of this purported delay. An additional 13 calendar days will be added to the contract for a new limited completion date of January 27, 2011. Clarifier #02 completion will be as describe in WCD 062 (see attached) with final completion on or before May 13th 2011. Work is to be complete within the requested 67 days (March 07 - May 13, 2011). If work can commence earlier than March 07 the 67 days will begin following a notice to proceed. No work shall be performed onsite between January 28 and March 6, 2011 without prior authorization from the City. If work can continue with out interruption, 67 days will follow after the limited finial completion date of 01-27-11.
2	Increase the contract by 14 calendar days for the work as described in the following summary (The work was approved using Force account funds); The Recycle plant flows from the In-Plant Pump Station (IPPS) are affecting the influent composite sampling results. The current IPPS force main discharges into the headwork's influent channel upstream of the influent composite sampler intake line. A portion of the influent sample is thus return flows, at times high in solids, ammonia, and BOD. The IPPS force main will discharge downstream of the influent composite sampler intake line and due to plant configuration, all screening facilities to allow composite sample collection in accordance with Washington State Department of Ecology protocol.
3	Increase the contract by 14 calendar days for the work as described in the following summary (The work was approved using Force account funds); During recent construction surveys the existing aeration basin top of wall elevation was measured to be 44.67, or 4" lower than shown in the Phase I Contract Drawings (Contract Drawing Sheet SC-1). The Thickening Building finished floor elevation was revised to match. Similarly, the final asphalt road grade fronting the Thickening Building was necessarily lowered by 4". This causes a low spot in front of the thickening building and does not allow a continuous minimum 1% slope to be maintained over the extent of the north-south access road spur for curbside drainage as originally designed (see Sheet SC1).
4	This Force Account bid Item is a contract allowance or contingency that is used during the course of construction for minor City directed changes, differing site conditions for which the City determines that the Contractor is due additional compensation. All Force Account authorized changes are essential work items that required to be completed as part of the prosecution of the work as well as maintaining project schedule. Without a Force Account allowance, all changes would have to be approved by City Council in advance of completion of the work, which would add overall contract delay to the overall contract schedule. Original Force Account balance was $200,000.00. Change Order #002 increased the amount by $75,000.00 for a total current amount of $275,000.00.

	Item No.	Description	WCD #		Qty.	Unit	$ Cost Per Unit	$ Cost	Net $ Cost	Adj. Days
1	NA	Cost impacts of the delay in award for CO 03 and CO 04.	062	Orig.	0	LS	$0.00	$0.00		
				Rev.	1	LS	$39,442.00	$39,442.00	$39,442.00	13
2	NA	Provide additional force main piping, fittings, valves, valve boxes, cast iron lids, saddle tap and appurtenances to extend 6-inch IPPS	058/061	Orig.	0	LS	$0.00	$0.00		
				Rev.	1	LS	$0.00	$0.00	$0.00	14
3	NA	Change from Contract Drawings SC1 requires regrading of access road spur between current and new process tanks, a down step from the aeration basin d-box to the roadway and associated storm drainage improvements	059	Orig.	0	LS	$0.00	$0.00		
				Rev.	1	LS	$0.00	$0.00	$0.00	14
4	16	Force Account		Orig.	0	LS	$275,000.00	$0.00		
				Rev.	1	LS	$25,000.00	$25,000.00	$25,000.00	0
								Total	$64,442.00	41

ORIGINAL CONTRACT		CURRENT CONTRACT		Est. Net Change This Change Order		Total Change Orders, Including This One		Est. contract After This Change Order	
	$10,040,543.00		$10,951,288.00		$64,442.00		$975,187.00		$11,015,730.00
Sales tax	$10,883,949.00		$11,871,196.58		$69,855.13		$1,057,102.71		$11,941,051.70
DAYS:	540	DAYS:	612	DAYS:	41	DAYS:	113	DAYS:	653

Please Note that the Sales Tax was rounded up in the original contract by 0.39

All work, materials and measurements to be in accordance with the provisions of the original contract and/or the standard specifications and special provisions for the type of construction involved. The payments and/or additional time specified and agreed to in this order include every claim by the Contractor for any extra payment or extension of time with respect to the work described herein, including delays to the overall project.

APPROVED BY:	SIGNATURE:	DATE:
PROJECT ENGINEER		11/2/10
OWNERS REPRESENTATIVE		11/2/10
CONTRACTOR		11/1/10
CITY ENGINEER		
CITY MANAGER		
CITY COUNCIL APPROVAL DATE:		

Parametrix

ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

2102 N PEARL STREET, SUITE 106
TACOMA, WA 98406-2550
T. 253.752.9862 F. 253.752.9865
www.parametrix.com

October 8, 2010
PMX No. 262-2750-012

Mr. Stephen Misiurak, PE
City of Gig Harbor
3510 Grandview
Gig Harbor, WA 98335

Re: Review and Acceptance - Change Order #005

Dear Mr. Misiurak:

Parametrix has reviewed the associated Cost of Proposals (COP) that comprise Change Order #005. We find the Contractor's proposals to be fair and consistent with the terms, conditions, and specifications of the Contract.

Prospect Construction prepared the Proposal for Clarifier #2 and associated work on June 29, 2010. This was subsequently reviewed and approved by the Design Team and City's Construction Project Manager (Parametrix) on July 2, 2010. Award to Prospect was recommended at that time. To ensure funds would be available for the Proposal Work, the City approach was to delay award of a change order to Prospect Construction pending the outcome of the directional drilling phase of the Offshore Marine Outfall Project. After an initial delay for this reason, the City agreed it would be prudent to split the Proposal Work into two parts, or two separate change orders. Change Order 03 allowed Prospect to start the procurement process for long lead items only and Change Order 04 added the additional funds needed for construction of the Clarifier and extended the final completion date to December 17th 2010. Both Change Orders were signed by Prospect on July 19, 2010 and approved by City Council on July 26th,2010, with the condition that Notice to Proceed for CO 04 would be deferred until the successful outcome of the directional bore. The successful outcome was known on August 17, 2010 and Notice to Proceed subsequently issued on that date.

The impacts associated with the above mentioned delays were not fully realized until after the submittal process was complete for the Clarifier #2 equipment. Following approval of CO 03, Prospect could sign Purchase Agreements with suppliers and ask them to start the submittal process. Prospect received the first submittal for the Clarifier equipment on August 23rd from Hi-Tech. This submittal was reviewed and tentatively approved by the Design Team on August 26, 2010. The submittal was not complete with respect to the clarifier mechanism motor information. The motor information was submitted on August 26th later in the day and approved by the Design Team on August 27, 2010.

Hi-Tech, upon receiving the complete approved Submittal disposition then contacted Prospect and informed them that due to the delay in issuing the purchase order between the solicitation for pricing in June and the first week of September with final submittal approval, that other purchase orders had bumped Prospect Construction from their fabrication schedule. Prospect had been bumped by other orders that had come in during the delay. The original

lead time quoted had been 12-16 weeks, but now with several other orders ahead of them the lead time has been pushed out to 26 weeks.

Parametrix and the design team are recommending the City of Gig Harbor move forward with Change Order #05. Approval of the Change Order will set a new Limited Final Completion date for the contract of January 27, 2011. All work apart from the clarifier 2 mechanism delivery and installation (as described in WCD 062) shall be completed by the Limited Final Completion Date. Final completion will be on or before May 13, 2011.

If you should have any questions, do not hesitate to contact us.

Sincerely,
Parametrix

Shannon D. Thompson

Shannon Thompson

Cc: David McBride – Cosmopolitan Engineering Group

WORK CHANGE DIRECTIVE

FIELD DIRECTIVE NUMBER:	062
CONTRACT NUMBER:	CSSP-0702
DATE:	09-28-10
Project:	Wastewater Treatment Plant Phase I Improvements
Owner:	City of Gig Harbor
Contractor:	Prospect Construction, Inc.
Engineer:	Cosmopolitan Engineering Group
Construction Services Manager:	Shannon Thompson

The following additions, deletions, or revisions to the Work have been ordered and authorized:

DESCRIPTION OF ALTERATION:

This WCD is in response to Prospect's letter dated 9/23/10 which discusses the financial impacts to Prospect Construction for delay of award of Change Orders #03 and #04 with respect to Clarifier #02 construction activities. The delay from the time Prospect's proposal was prepared for clarifier #2 and approved and awarded by the City prevented Prospect's construction activities for the clarifier from occurring "parallel" to current activities as was originally planned when Prospect prepared the Proposal for the clarifier and associated work. Prospect's original logic in the development of the proposal for CO #04 showed an additional 72 days was needed leading to a new final completion date of December 17, 2010. This new final completion date was predicated on activities occurring parallel with current construction and more importantly, the clarifier equipment from Hi-Tech being available on-site in early December. With the delay discussed above, the Clarifier mechanism delivery is now scheduled for March 7th, 2011. The revised and updated CPM schedule for this new clarifier equipment delivery date shows Final Completion for Clarifier 02 will be reached on May 13, 2011.

Approval of this WCD will set a new Limited Final Completion Date for the contract of January 27, 2011. All Work apart from the Clarifier 02 mechanism delivery and installation, electrical terminations, base and launder grouting, start up and testing, and SCADA integration of the new clarifier and associated RAS pump shall be completed by the Limited Final Completion Date. The new schedule for Final Completion will require Prospect to de-mob off the site in January 2011 and re-mob to the site in March 2011. The additional compensation reflected below and described in Prospect's letter dated 9/23/10 reflect all of Prospect's cost impacts for the delay in award of CO 03 and CO 04. In signing this WCD, Prospect shall not make claim for and acknowledges that no further compensation will be forthcoming for schedule delays, changed fabrication schedules, mobilization and demobilization costs, and general and site overhead associated with this matter. Compensation will be as follows:

1. Compensate Prospect in the amount of $35,675.00 for construction overhead cost impacts.

2. Compensate Prospect in the amount of $3,767.00 for remobilization and demobilization to the site to complete Clarifier #02 installation and associated work between Limited Final Completion and Final Completion dates.

Release of retention for the original Contract Work may be requested by the terms of the Contract as specified in Supplementary Conditions (SC) 14.07, General Conditions Articles 14.08-14.09, SC14.10, and SC 14.11. Final Payment may be authorized if all work and punch list items have been completed and approved by the City and Project Engineer. Prospect will need to complete all necessary paperwork to request release of retention from the Washington State Department's of Revenue and Labor and Industries.

c) At the option of the Contractor, the Lattice Boom Crane will remain on site until Final completion of Clarifier #2 on May 13, 2011.

SP

REASON FOR CHANGE:

Prospect Construction prepared the Proposal for Clarifier #2 and associated work on June 29, 2010. This was subsequently reviewed and approved by the Design Team and City's Construction Project Manager (Parametrix) on July 2, 2010 (see attached letter). Award to Prospect was recommended at that time. To ensure funds would be available for the Proposal Work, the City approach was to delay award of a change order to Prospect Construction pending the outcome of the directional drilling phase of the Offshore Marine Outfall Project. After an initial delay for this reason, the City agreed it would be prudent to split the Proposal Work into two parts, or two separate change orders. Change Order 03 allowed Prospect to start the procurement process for long lead items only and Change Order 04 added the additional funds needed for construction of the Clarifier and extended the final completion date to December 17th 2010. Both Change Orders were signed by Prospect on July 19, 2010 and approved by City Council on July 26th,2010, with the condition that Notice to Proceed for CO 04 would be deferred until the successful outcome of the directional bore (see letter to Prospect dated July 27,2010). The successful outcome was known on August 17, 2010 and Notice to Proceed subsequently issued on that date.

The impacts associated with the above mentioned delays were not fully realized until after the submittal process was complete for the Clarifier #2 equipment. Following approval of CO 03, Prospect could sign Purchase Agreements with suppliers and ask them to start the submittal process. Prospect received the first submittal for the Clarifier equipment on August 23rd from Hi-Tech. This submittal was reviewed and tentatively approved by the Design Team on August 26, 2010. The submittal was not complete with respect to the clarifier mechanism motor information. The motor information was submitted on August 26th later in the day and approved by the Design Team on August 27, 2010.

Hi-Tech, upon receiving the complete approved Submittal disposition then contacted Prospect and informed them that due to the delay in issuing the purchase order between the solicitation for pricing in June and the first week of September with final submittal approval, that other purchase orders had bumped Prospect Construction from their fabrication schedule. Prospect had been bumped by other orders that had come in during the delay. The original lead time quoted had been 12-16 weeks, but now with several other orders ahead of them the lead time has been pushed out to 26 weeks.

See COP 063, PMX Letter to City of July 2, 2010 and Prospect's Letter Dated September 23, 2010

METHOD OF PAYMENT:

Contract Unit Price:	$
Lump Sum:	$39,442.00 ($35,675.00 OH + $3,767.00 MOB) + $3,313.13 (8.4% TAX) = $42,755.13
Cost of Work (Time and Materials)	$

REMARKS:

The lump sum settlement provides payment for all claims of delay and remobilization costs as stated in Prospect Construction, Inc.'s letter dated September 23, 2010. This lump sum settlement resolves all claims related to delay and no additional payment or adjustments shall be made. No additional compensation shall be made for any and all damages both consequential or inconsequential arising out of this purported delay. An additional 13 calendar days will be added to the contract for a new limited completion date of January 27, 2011. Clarifier #02 completion will be as describe above with final completion on or before May 13th 2011.

It is understood that this Work Change Directive will not change the Contract Price or Times but is evidence that the parties expect a Change Order to be subsequently issued reflecting any changes.

RECOMMENDED BY: Shannon D. Thompson — **DATE:** 9/24/10
Construction Project Manager

David J. McBride — **DATE:** 10/7/10
Engineer

ACCEPTED BY: _____ — **DATE:** 10/1/10
Contractor

PARAMETRIX

Form 02-[illegible]

APPROVED BY: _____ DATE: _____

Owner

THIRD AMENDMENT
TO
CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
PARAMETRIX, INC.

THIS THIRD AMENDMENT is made to that certain Consultant Services Contract dated March 24, 2008 (the "Agreement"), as amended by that certain First Amendment dated September 22, 2008, and the Second Amendment dated September 13, 2010, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Parametrix, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 4660 Kitsap Way, Suite A, Bremerton, Washington 98312 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in completing the WWTP Expansion and Improvements Project and desires to extend consultation services in connection with the addition of Clarifier #2; and

WHEREAS, section 18 of the Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant and to amend the amount of compensation paid by the City;

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

Section 1. Scope of Work. Section I of the Agreement is amended to add a scope of work for construction services related to the Clarifier #2 extension as shown in **Exhibit A – Scope of Work**, attached to this Amendment and incorporated herein.

Section 2. Compensation. Section II(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Forty-two Thousand, One Hundred Twenty-one and 84/100's Dollars ($42,121.84), as reflected in **Exhibit B,** attached to this Amendment and incorporated herein.

Section 3. Duration of Work. Section IV of the Agreement is amended to extend the duration of this Agreement to June 30, 2011.

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

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

CONSULTANT

By:_____
Its Principal

CITY OF GIG HARBOR

By:_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Parametrix ENGINEERING • PLANNING • ENVIRONMENTAL SCIENCES

2102 N PEARL STREET, SUITE 106
TACOMA, WA 98406-2550
T. 253.752.9862 F. 253.752.9865
www.parametrix.com

MEMORANDUM

Date:	November 3, 2010
To:	Stephen Misiurak, PE City of Gig Harbor
From:	Shannon Thompson
Subject:	REVISED Scope of Work and Budget for Execution of Change Order #3
cc:	
Project Number:	262-2750-012
Project Name:	Gig Harbor WWTP Phase 1 Improvements

Stephen,

Please find attached the revised scope of work and budget spreadsheet. Due to the approval of Change Order 05, Prospect's Construction completion date has been extended to May 13, 2011. The need for Parametrix to continue our work thru this time has resulted in the attached scope of work and budget spreadsheet. The scope of work identifies services that will be provided during the extended construction period from March 7, 2011 to May 13, 2011. It reflects part time construction services during this period.

Funds that were reduced in our original contract will be needed due to the extended duration of construction and to cover the additional services provided. Parametrix original Contract for pre-construction services with the City is $185,090.00. Amendment #01 was for construction services was $875,884.00, increasing our contract value to $1,060,974.00. Amendment #02 for changes to our scope decreased our contract by ($60,004.84) for a new contract amount of $1,000,969.19. We proposed reinstating the amount of $60,004.84 reduced in previous Amendment #2 to be added to our contract to complete this work as proposed. The City has requested we reduce our budget to a new amendment amount of $42,121.84. Amendment #03 will increase our contract value to $1,043,091.03. Our budget is a time and materials estimate. Parametrix will manage their work as such and will notify the City if additional funds will be necessary.

The budget was based on the following:

- Prospect Construction's contract has been extended to May 13, 2011.
- Limited Final Completion is scheduled for January 27, 2011.
- Clarifier #2 Equipment Delivery is scheduled for March 7, 2011.
- Clarifier #2 Equipment Installation is scheduled to begin March 8, 2011.
- Final Completion will take place on or before May 13, 2011.

- To assist with project close out our contract will need to run through June 30, 2011.
- Overall work has been extended 19 weeks of which 2 weeks no work will be performed. Parametrix is only requesting an additional 3 months (12.75 weeks) of part time billability.

To assist with project closeout our new completion date will be June 30, 2011. PMX current contract ends February 28, 2011.

Please see the attached REVISED Scope of Work and new Budget for the extension. Should you have any questions or need additional information do not hesitate to contact me.

EXHIBIT A – SCOPE OF WORK FOR EXTENSION

City of Gig Harbor

Wastewater Treatment Plant
Construction Services for Clarifier #2 Extension

BACKGROUND

In March 2008, Parametrix was selected as the Owner's Rep to provide Project Management and Construction Management services for the Gig Harbor Wastewater Treatment Plant (WWTP) Upgrade. This scope of work describes the work to be performed by Parametrix to assist the City of Gig Harbor (City) during the extension of the construction phase of the installation of the Clarifier #2 Mechanism and associated work. The new schedule for Final Completion will require Prospect to de-mob off the site in January 2011 and re-mob to the site in March 2011. This amendment will cover the additional time needed to complete clarifier #2 as described in Change Order 05. The estimated completion date is May 13th, 2011 followed by project close out. With the approval of Change Order 5 an extension of our current contract date of February 28th, 2011 will need to be extended to June 30, 2011.

The overall goals of the project are:

- Represent the City as their Project Construction Manager.
- Complete the projects on time and on approved budget.
- Assist the City with directing and monitoring the progress and quality of construction to ensure that the Contractor complies with the requirements in the contract documents.
- Assist plant staff in the start-up of the new facilities.
- Provide on-site coordination at construction meetings.
- Review pay requests and change orders.

PROJECT STAFFING

The following describes responsibilities of key individuals.

City of Gig Harbor

Steve Misiurak – City Engineer

- Review schedules.
- Process Parametrix reviewed and recommended Contractor pay requests and change orders.
- Coordinate the Department of Ecolog y (DOE) and Public Works trust fund loan documentation requirements.
- Review administrative submittals, including certified payroll for prevailing wage rates.

Darrel Winans – WWTP Supervisor

- Coordinate operation of plant.
- Review proposed plans for construction sequenc ing, tem porary shutdowns, and other activities that affect plant operations.
- Review shop drawings related to process and treatment plant operations.
- Be on site during temporary shutdowns.
- Coordinate staff training schedules.

City Building Officials

- Agencies having jurisdiction completing inspections.
- Sign-off on all building permit requirements including electrical, plumbing, and mechanical.

Parametrix Staff

Jim Dugan – Principal-in-Charge

- Assist in resolution of unresolved issues should they occur during the course of construction.
- Oversee project management and make sure quality assurance measures are addressed.
- Attend public meetings as required by the City.
- Be responsible for Parametrix performance.

Shannon Thompson –Project Manager / Construction Project Manager

- Coordinate efforts between Parametrix and City.
- Be primary contact for City.
- Prepare monthly progress reports and invoices; track budget.
- Coordinate construction activities with City staff, Design Team and Contractor.
- Prepare daily observation reports and construction photos after each site visit.
- Be primary contact between the Contractor and the Design Team.
- Track and distribute submittals and RFI's.
- Review request for information (RFI) responses.
- Prepare monthly construction progress reports.
- Attend construction meetings on-site.
- Review Contractor schedule and pay request submittals.
- Coordinate review and processing of shop drawings by Design Team.
- Coordinate change orders, including evaluation and preparation.
- Coordinate review of laboratory and shop test reports for materials and equipment.
- Observe testing and checkout of completed facilities and recommend acceptance.

- Implement and maintain master document control system to track correspondence, shop drawing submittals, RFI's, laboratory and test reports, work directives, and change orders.
- Work with City and Design Team to determine substantial completion.
- Ensure preparation of punch lists.
- Coordinate record drawings and file archiving.

Assumption is the following work will be completed by others:

- Perform services during bidding. (A/E)
- Develop work plan. (GC)
- Coordinate O&M manual preparation. (GC)
- Be primary contact for design-related issues. (A/E)
- Review submittals. (A/E)
- Provide engineering input on RFI's, field orders, and change orders. (A/E)
- Develop Engineer's O&M Manual. (A/E)
- Assist in start-up as required. (GC & AE)

TASK 1 – PROJECT MANAGEMENT

Objective

Execute the scope of work in an organized manner keeping the City informed of progress during the entire process.

Approach

We will closely monitor the project and keep the City informed of the project status at all times. Problems are to be identified quickly and corrective action pursued with minimal delay, if any, to the overall project. Part of the information to be developed is monthly progress reports and other correspondence, as appropriate. Following is a summary of activities included in project management:

- Ensure that Monthly Reports addressing progress of the work include, but are not limited to:
  - A summary of work completed
  - A summary of work to be completed in the next month
  - A Financial Summary
    - Budget Updates
    - Change Order Status
  - Safety Issues
  - A narrative to define delays (if any), problems, needs for responsive action by Design Engineer, and other project needs

- Hold team meetings to coordinate schedule requirements and review technical problems and other matters of significance to the progress of the work.
- Coordinate project documentation, including the following:
  - Prepare necessary project correspondence, letters, memos, meeting minutes, etc., for support of the project work; maintain a central file for written materials.
  - Prepare and submit monthly progress billings to the City.

Deliverables

Monthly progress reports and invoices

TASK 2 AND 3– CONSTRUCTION MANAGEMENT/CONTRACT

Contractor Issues Resolution

Objective

Resolve issues that develop during construction in a timely fashion.

Approach

Meeting minutes from the weekly meetings will be reviewed by the Construction Project Manager and will coordinate resolution of issues. Issues related to design clarifications will be directed to the Design Team Manager.

Assumptions

None

Deliverables

Correspondence as required

Construction Meetings

Objective

Provide a forum for communication between Owner, Contractor and Engineer of Record during construction.

Approach

Weekly construction meetings will be led by Parametrix for Design Team, Contractor and Owner.

Assumptions

- Design Team will attend twice monthly or as needed during construction.

- Contractor and the Owners Construction Manager will meet weekly to track schedule and budget.

Deliverables

Meeting minutes

Process Pay Requests

Goal

Process Contractor pay requests efficiently and quickly.

Approach

Parametrix will review and recommend for payment: Monthly Contractor pay request then submit to the City for final approval.

Assumptions

None

Deliverables

Monthly pay request review and approval for further processing at the City level

City Responsibilities

Final Review and approval of Contractor pay requests

Submittals and RFI Coordination

Goal

Log, track, distribute and file RFI's and submittals.

Approach

Parametrix will be the point of contact for the Contractor and the Design Team for all submittals and RFI's; track and distribute all submittals and RFI's to the appropriate parties for review; and file and transmit reviewed submittals and RFI's to the Design Engineer, Contractor and City staff.

Assumption

A schedule of all expected submittals will be generated by the Design Engineers to assist project staff in tracking of submittals.

Deliverables

Submittal log, submittal file, RFI log, and RFI file

City Responsibilities

City will receive copies of all submittals for filing.

Field Order / Field Directives (Work Change Directives) Preparation

Goal

Prepare field orders and field directives and transmit to Contractor in efficient manner.

Approach

Field Orders/Field Directives will be used to document direction given to the Contractor in the field. A standard format will be used. Field orders will also be used to respond to the Contractor RFC's.

Assumptions

None

Deliverables

Parametrix will provide input as necessary for Field Orders.

City and Design Team Responsibilities

Field Orders and Field Directives will be prepared by the Design Engineers/Engineer of Record and approved by the City.

Change Order Preparation

Goal

Coordinate changes in the contract and issue change orders to Contractor in efficient manner.

Approach

Change orders will be issued using a standard format as contained in the Project Manual for agreed upon changes to the work. Minor changes will be issued as Field Directives (Work Change Directives) and accumulated to minimize the number of change orders that need to be processed.

Assumptions

None

Deliverables

Parametrix will produce change orders for approval by the City and Contractor. A change order log will be kept for tracking change orders.

City Responsibilities

Review and approve change orders as required. Force account procedures may be used if Owner elects.

CONSTRUCTION OBSERVATION

Field Observation

Goal

Observe key elements of construction to determine that the Contractor is in compliance with the Contract Documents.

Approach

This task will be a joint effort between City staff and Parametrix staff.

Assumption

Parametrix will be on site periodically. The budget for this task is based on a 6 week construction period with a Part-time Parametrix construction observer on-site. Hours per day will vary throughout construction period. Work is time and material basis.

Deliverables

Construction observation reports and photographs.

City Responsibilities

Parametrix will take the lead on this effort and coordinate with City staff as necessary.

Construction Meetings

Goal

Coordinate and attend construction meetings with the Contractor, Design Team and City staff.

Approach

Parametrix will lead weekly construction meetings to coordinate construction tasks with the WWTP operation, discuss construction problems, and review the progress schedule.

Assumptions

Design Team will attend twice monthly or as needed during construction.

Deliverables

Construction meeting minutes.

City Responsibilities

Attend each meeting and review meeting minutes.

Observe Performance and Material Tests

Goal

Document the performance tests that will be used to determine the acceptance of the facilities for normal operation.

Approach

Parametrix staff will observe and document within the daily reports the testing of concrete, earthwork, asphalt CMV critical equipment, and processes.

Assumptions

- City of Gig Harbor will contract third party materials testing company for QA/QC.
- Parametrix will manage the inspections.

Deliverables

Conformance test results and documentation.

City Responsibilities

Conformance test will be reviewed by the City.

Project Records

Goal

Organize and archive project records to facilitate future retrieval.

Approach

- Compile and maintain punch lists.
- Project files will be kept up to date during the project and be available as a PDF via an FTP site for project staff to view. At the end of the project, files will be purged of nonessential items.
- Complete project closeout documentation (substantial and final completion).

Deliverables

Files ready for archiving; compact disc of all electronic files produced.

OWNERS PROJECT MANAGEMENT SERVICE FEE PROPOSAL: Gig Harbor WWTP Construction Services for Clarifier #2 and Additional Services

	Division Manager	Project Coordinator	CQA Observer	Construction Manager / Project Manager	Administrative Staff		Totals
Company	Parametrix	Parametrix	Parametrix	Parametrix	Parametrix		
Staff	Jim Dugan	April Whittaker	Bob Kugen	Shannon Thompson	TBD		
Task 2 & 3 Construction Management/Contract Administration							
	$179	$75	$135	$135	$50	$0	
Duration in months (4.25 weeks per month) 3.5							
Hours per week	1.00	5.00		25.00	4.00		35.00
Total Hours	14.88	74.38	0.00	371.88	59.50	0.00	520.63
Subtotal Labor	$ 2,662.63	$ 5,578.13	$ -	$ 50,203.13	$ 2,975.00	$ -	$ 61,418.88
SUBTOTAL PHASE 2						Expenses	$ 3,070.94
						Phase II Total	$ 64,489.82

Task I, II & III Expenses Total	$	3,070.94
Task I, II & III Total	$	64,489.82

Total Labor		$	61,418.88
Expense Allowance % of labor	5	$	3,070.94
Total of time extension and additional services		$	64,489.82 *
Requested Adjustments to Estimate by the City		$	(22,367.98) **
Requested Reduced Budget		$	42,121.84 **

Breakout of Estimated Mileage Expenses see note 3

		Number of trips	Miles round trip		
Phase 1 Project Management		0	20	$ 0.505	$ -
	Bridge tolls	0		$ 2.75	$ -
Phase 2 Construction Management		74	44	$ 0.500	$ 1,636.25
	Bridge tolls	74		$ 2.75	$ 203.50
				Treatment Plant Total	$ 1,839.75

Notes:
1. Annual salary adjustments of approximately 5%
2. Expenses are estimated at 5% of Labor but only actual expenses will be billed
3. Mileage expenses are included within the estimated Expense Budget
4. Job site office / supplies are supplied by others

* The origional proposed budget is for an anticipated 74 days after constructioion re starts on the clairifer.

**Per the City request the estimate was reduced by $22,367.98. Our contract with the City is a time and material contract and this budget was put together as to predict projected costs. Actual effort will be billed and the City notified before costs exceed the requested reduced approved budget.

Division Manager JPDuga

Project Manager Shannon Thompson

Prepared by Parametrix 11/3/2010

SIXTH AMENDMENT
TO
CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
COSMOPOLITAN ENGINEERING GROUP

THIS SIXTH AMENDMENT is made to that certain Consultant Services Contract dated March 12, 2007 (the "Agreement"), as amended by that certain Amendment #5 dated May 24, 2010, Amendment #4 dated February 22, 2010, Amendment #3 and Amendment #2 dated September 22, 2008, and Amendment #1 dated August 17, 2007, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Cosmopolitan Engineering Group, a corporation organized under the laws of the State of Washington, located and doing business at 711 Pacific Avenue, Tacoma, Washington 98402 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in completing the WWTP Expansion and Improvements Project and desires to extend consultation services in connection with the addition of Clarifier #2; and

WHEREAS, section 18 of the Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant and to amend the amount of compensation paid by the City;

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

Section 1. Scope of Work. Section I of the Agreement is amended to add a scope of work for construction services related to the Clarifier #2 extension as shown in **Exhibit A – Scope of Work**, attached to this Amendment and incorporated herein.

Section 2. Compensation. Section II(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Forty-three Thousand, Nine Hundred Thirteen Dollars ($43,913), as reflected in **Exhibit B** and supported by **Exhibit C,** both of which are attached to this Amendment and incorporated herein.

Section 3. Duration of Work. Section IV of the Agreement is amended to extend the duration of this Agreement to June 30, 2011.

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

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

CONSULTANT

By:_____
Its Principal

CITY OF GIG HARBOR

By:_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF GIG HARBOR

EXHIBIT A – AMENDMENT NO. 6 SCOPE OF WORK WASTEWATER TREATMENT PLANT PHASE I IMPROVEMENTS

ENGINEERING SERVICES DURING CONSTRUCTION AND TWO-YEAR WARRANTY PERIOD

This amendment provides a reauthorization of administration allowance, a change in format of record drawings deliverable, additional design services associated with City requested change orders, and additional services during construction due to construction schedule extensions of the WWTP Phase I Improvements Project.

The allowances made herein reflect a delay in the Final Completion date of the original WWTP Phase I Improvements Construction Contract from October 8, 2010 to January 27, 2011 (Limited Final Completion Date) and a delay in completion of construction Work under Change Orders No. 3 and No. 4 from December 17, 2010 to May 31, 2011 (Clarifier #2 and 5th RAS pump and ancillary facilities). Amendment No. 5 included Engineering Services during construction from the period October 8, 2010 through December 8, 2010. This Amendment No. 6 includes Engineering Services during construction for the period December 8, 2010 through May 31, 2011.

TASK 4 – ENGINEERING PROJECT ADMINISTRATION

Task 4.1 – Project Administration

Added Work

- Attendance at 4 additional construction meetings between December 17, 2010 and January 27, 2011 by Design Team Project Administrator.
- Attendance at 2 additional construction meetings between March 7, 2010 and May 31 2011 by Design Team Project Administrator.
- Additional time of maintaining project files, project correspondence, and subconsultant team coordination over the period December 8, 2010 through January 27, 2011.
- Four additional months of invoicing and project tracking.

Assumptions:

- Additional surveying services by Prizm Surveying to be directly paid by the City, including dewatering building high-point survey, structure and pipe invert elevation spot checks, monument replacement survey and other surveys as directed by the City or City's construction project manager.
- Engineering Services During Construction (on-site work, including construction meetings) will be suspended during the period between Limited Final Completion Date of January 27, 2011 and March 7, 2011 to allow for clarifier equipment fabrication and delivery.

TASK 4 – ENGINEERING PROJECT ADMINISTRATION

Task 4.2 – Administration Allowance

Added Work

- Reauthorizes administration allowance of 1.25% of original contract amount. Amendment No. 3 stated in Exhibit A – Scope of Work "Should the 2.5% administration allowance be approached during the Amendment No. 3 Consultant Services Contract Term, a request will be made for renewal of the budget to cover continued unforeseen activities and project administration".

TASK 6 – ENGINEERING SERVICES DURING CONSTRUCTION

Task 6.3 – Provide Design Engineers Periodic Inspections

Added Work

- This subtask provides an allowance for Engineering Design Team recommended periodic inspections for the period December 17, 2010 through May 31, 2011 (or until Final Completion). No periodic inspections will be performed during the Work suspension period of January 27, 2011 through March 7, 2011.
- This subtask includes additional geotechnical evaluations not previously scoped (visit to rock wall quarry, rock wall geotechnical materials properties testing, and site inspections ordered by City's Construction Project Manager).
- Each design discipline will perform up to the number of site visits below scheduled during the Added Work period (December 17, 2010 through May 31, 2011):
    - Cosmopolitan Engineering Group – 4 person visits
    - H.R. Esvelt Engineering – 1 person visit

- Structural Research Company – 1 person visit
- HV Engineering – 1 person visit
- HWA Geosciences – 1 person visit

- This subtask reduces HRE budget to match expected level of effort for remainder of services (until May 31, 2011).

TASK 6 – ENGINEERING SERVICES DURING CONSTRUCTION

Task 6.4 – Provide Design Interpretation

Added Work

This subtask provides additional allowance for Engineering Design Team response to Contractor Requests for Information (RFIs) and City, Construction Project Manager, and Engineering Project Administrator Requests for Clarification (RFCs). RFIs and RFCs will occur throughout the construction duration, including the Added Work Period of December 17, 2010 through May 31, 2011.

Assumptions:

- The Engineering Design Team will be assigned RFIs and RFCs for response by the Owner's Construction Project Manager and Engineering Project Administrator. RFCs will be delivered and tracked by the Owner's Construction Project Manager.
- No RFIs will be finalized for action without Engineering Project Administrator (CEG) approval.
- This subtask reduces HRE budget to match expected level of effort for remainder of services (until May 31, 2011).

Deliverables:

- Completed RFIs and RFC forms with supporting information attached.
- Sketches, notes, design calculations, Cadd drawings and files, and other instruments as required to clarify design intent.

TASK 6 – ENGINEERING SERVICES DURING CONSTRUCTION

Task 6.5 – Change Order Preparation and Support

Added Work

This subtask provides an added allowance for CEG administration and support to Owner's Construction Project Manager in preparation of, review of, and coordination and approval of change modifications. The allowance includes addressing Owner Requested Changes not part of the original conformed bid documents, including:

- Design and direction associated with spur North-South Access Road stormwater facilities, roadway improvements, sidewalks, and grading.
- Design and direction for stairway between anoxic basins and headworks building.
- Design and direction for chlorination system and modifications.

Assumptions:

- The Owner's Construction Project Manager will prepare formal change orders in accordance with the Contract Specifications. Formal change orders will consist of accumulated, approved work change directives.
- Owner's Construction Project Manager will maintain Change Order Summary logs, seek all required signatures, and perform final negotiation of quantities and amounts with Contractor.
- No Work Change Directives will be finalized without Engineering Project Administrator (CEG) approval.

Deliverables:

- Completed Engineer's Change Order Proposals with supporting information attached, which may include sketches, notes, design calculations, Cadd drawings and files, and other instruments as applicable.
- Concurrency reviews of Contractor's Change Order Proposals, including verification of quantities and reasonableness of amounts.

TASK 6 – ENGINEERING SERVICES DURING CONSTRUCTION

Task 6.6 – Punch List and Completion Monitoring

Added Work

Previously scoped Work by each design discipline included preparation of a punch list after substantial completion. This was anticipated to occur in November 2010, with no additional punch list site visits. This subtask includes an allowance for Civil, Process, Electrical, and Structural Inspections in May 2011 for Work that can only be completed following full completion of Clarifier #2. This subtask also includes Engineering Project Administrator assisting Owner's Construction and Project Manager in completion monitoring through May 31, 2011, including compilation of punch list items and progress tracking.

Assumptions:

- Follow up site visits for completion monitoring will be individually scheduled with each design firm on an as-needed basis.

Deliverables:

- Individual design discipline punch lists.
- Certificates of Substantial and Final Completion and Declaration of Construction Completion per Chapter 173-240-090 WAC.

TASK 7 – ENGINEERING SERVICES DURING TWO-YEAR WARRANTY PERIOD

Task 7.2 – Record Drawings Review and Comment

Added Work

- Production of Electrical Record Drawings as described in Richard Sample Engineering Letter of September 20, 2010 (Exhibit C).
- Updating of Cadd 3-Dimensional Model for as-built conditions by SRC. Cadd model will be transmitted to City electronically.
- Creation of a Record Drawing binder, modeled after the format of the City of Buckley WWTP Upgrade Phases 2A-2D Record Drawings, which includes the following:
    - Cosmopolitan Engineering Group Record Drawings in Cadd
    - Structural and mechanical As-Built Cadd files provided by Prospect Construction, Inc. The Prospect Construction Drawing As-Built files shall be reviewed by the Design Team as previously scoped in Amendment No. 3. Prospect Construction,

Inc. As-Built Drawings are assumed to contain structural, mechanical and site components of similar format as that provided in the City of Buckley WWTP Upgrade Phases 2A-2D Record Drawings.

- Richard Sample Engineering Record Drawings (E Drawings, EIC Drawings, and TC Drawings, and PID Drawings). Additional onsite documentation of actual conditions and the as-built revision of 56 Cadd drawing files are provided.

TASK 7 – ENGINEERING SERVICES DURING TWO-YEAR WARRANTY PERIOD (THROUGH MAY 31, 2013)

Task 7.3 – Warranty Period Assistance and 23rd Month Review

Budget Reallocation

- Warranty period services (from May 31, 2011 through May 31, 2013) is deducted herein from the Amendment #3 Agreement for the WWTP Phase I Improvements Project and transferred to the WWTP Operation and Maintenance Budgets for Years 2011, 2012 and 2013.

- Warranty period services (from May 31, 2011 through May 31, 2013) will still be performed as described in Amendment #3, Task 7.3, but funded from the WWTP Operation and Maintenance Budget on a time and materials basis up $15,314.59.

- The projected budget amounts are $10,720.21 (70%) years 2011/2012 and $4,594.38 (30%) for years 2012/2013 of the two-year warranty period (May 31, 2011 through May 31, 2013).

- The City and Cosmopolitan will determine jointly how this budget is allocated amongst the design team in response to the warranty issues occurring during this period.

Engineering Services Fee Summary – Exhibit B and Supporting Information – Exhibit C

Exhibit B contains a summary of engineering services fees broken down by consultant. The attached Exhibit C – *Supporting Scope, Cost and Rate Schedule Information* contains further breakdown of labor and expenses by individual firm.

EXHIBIT B
AMENDMENT NO. 6 TO MARCH 12, 2007 CONSULTANT SERVICES CONTRACT BETWEEN CITY OF GIG HARBOR
AND COSMOPOLITAN ENGINEERING GROUP

		Cosmopolitan Engr. Group	H.R. Esvelt Engineering	Structural Research Co.	Richard Sample Engr.	HV Engineering	HWA Geosciences	Ambia Inc.	Grette Associates	Prizm Surveying	Sub-Mark Up 10%	TOTAL
TASK 4	ENGINEERING PROJECT ADMINISTRATION											
4.1	Design Team Project Administration	$ 18,207.26	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 18,207.26
4.2	Administration Allowance (1.25%, See Note 1)	$ 8,434.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,434.50
4.3	On-Call Surveying and ROW Vacation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Cosmo Labor Expenses under Task 4	$ 177.93										$ 177.93
	TOTAL TASK 4	$ 26,819.69	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0.00	$ 26,819.69
TASK 6	ENGINEERING SERVICES DURING CONSTRUCTION											
6.1	Provide Survey Reference Points for Contractor	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6.2	Administrative and Technical Submittals Reviews	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6.3	Provide Design Engineer Periodic Inspections	$ 3,051.93	$ (10,350.00)	$ 1,120.00	$ -	$ 690.00	$ 1,603.00	$ -	$ -	$ -	$ (693.70)	$ (4,578.77)
6.4	Provide Design Interpretation	$ 3,690.30	$ (4,920.00)	$ 840.00	$ -	$ 640.00	$ 350.00	$ -	$ -	$ -	$ (309.00)	$ 291.30
6.5	Change Order Preparation and Support	$ 7,350.60	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,350.60
6.6	Punch List and Completion Monitoring	$ 3,154.75	$ -	$ 1,680.00	$ -	$ 1,330.00	$ -	$ -	$ -	$ -	$ 301.00	$ 6,465.75
6.7	Engineer's Operation and Maintenance Manual	$ 14,805.00	$ (14,805.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (1,480.50)	$ (1,480.50)
	Cosmo Expenses under Task 6	$ 83.05										$ 83.05
		$ -										$ -
	TOTAL TASK 6	$ 32,135.63	$ (30,075.00)	$ 3,640.00	$ -	$ 2,660.00	$ 1,953.00	$ -	$ -	$ -	($2,182.20)	$ 8,131.43
TASK 7	ENGINEERING SERVICES DURING TWO-YEAR WARRANTY PERIOD											
7.1	Startup and Training Assistance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7.2	Record Drawings Review and Comment	$ 6,869.86	$ (7,240.00)	$ 4,680.00	$ 18,314.00	$ -	$ -	$ -	$ -	$ -	$ 1,575.40	$ 24,199.26
7.3	Warranty Period Assistance and 23rd Month Review	$ (6,061.83)	$ (4,830.00)	$ -	$ -	$ -	$ -	$ (581.60)	$ (3,000.00)	$ -	$ (841.16)	$ (15,314.59)
	Cosmo Expenses under Task 7	$ 77.00										$ 77.00
		$ -										$ -
	TOTAL TASK 7	$885.03	$ (12,070.00)	$ 4,680.00	$ 18,314.00	$ -	$ -	$ (581.60)	$ (3,000.00)	$ -	$734.24	$ 8,961.67
	TOTAL AMENDMENT	$ 59,840	$ (42,145)	$ 8,320	$ 18,314	$ 2,660	$ 1,953	$ (582)	$ (3,000)	$ -	$ (1,448)	$ 43,913

Notes:

1 - Task 4.2 Cosmopolitan Engineering Group
1.25% Administration Allowance of Total Fees from Amendment #3
2 - Inflation for Subconsultants Included in Task Budgets
Inflation for CEG Computed Separately from Task Budgets

COSMOPOLITAN
ENGINEERING
GROUP

Civil, Environmental,
and Recreational
Consulting

Exhibit C

Supporting Scope, Cost, and Rate Schedule Information

GIG HARBOR WASTEWATER TREATMENT PLANT PHASE I IMPROVEMENTS PROJECT

Engineering Services Fee Summary Amendment No. 6

		COSMOPOLITAN ENGINEERING GROUP				H.R. ESVELT ENGINEERING				STRUCTURAL RESEARCH COMPANY			
		LABOR		EXPENSE	TOTALS	LABOR		EXPENSE	TOTALS	LABOR		EXPENSE	TOTALS
Personnel:		Total	Total	Total		Total	Total	Total		Total	Total	Total	
Billing Rate/Hour:		Labor Hours	Labor Cost	Expenses		Labor Hours	Labor Cost	Expenses		Labor Hours	Labor Cost	Expenses	
TASK 4	**ENGINEERING PROJECT ADMINISTRATION**												
4.1	Design Team Project Administration	117	$18,207.26		$ 18,207								
4.2	Administration Allowance (1.25%, See Note 1)		$8,434.50		$ 8,435								
4.3	On-Call Surveying and ROW Vacation												
	TASK 4 SUBTOTALS	117	$ 26,641.76	$177.93	$ 26,820								
TASK 6	**ENGINEERING SERVICES DURING CONSTRUCTION**												
6.1	Provide Survey Reference Points for Contractor	0	$0.00										
6.2	Administrative and Technical Submittals Reviews	0	$0.00										
6.3	Provide Design Engineer Periodic Inspections	19	$3,051.93					$ (10,350.00)	($10,350)	8	$1,120.00	$ -	$1,120
6.4	Provide Design Interpretation	24	$3,690.30					$ (4,920.00)	($4,920)	6	$840.00	$ -	$840
6.5	Change Order Preparation and Support	48	$7,350.60							12	$1,680.00	$ -	$1,680
6.6	Punch List and Completion Monitoring	21	$3,154.75										
6.7	Engineer's Operation and Maintenance Manual	Transfer to CEG from HRE	$14,805.00					$ (14,805.00)	($14,805)				
	TASK 6 SUBTOTALS	112	$32,052.58	$83.05	$ 32,136	0	$ -	$ (30,075.00)	$ (30,075.00)	26	$ 3,640.00	$ -	$3,640
TASK 7	**ENGINEERING SERVICES DURING TWO-YEAR WARRANTY PERIOD**												
7.1	Startup and Training Assistance	0	$0.00						$0				$0
7.2	Record Drawings Review and Comment	54	$6,869.86			-44	($7,040.00)	($200.00)	($7,240)	30	$4,200.00	$ 480.00	$4,680
7.3	Warranty Period Assistance and 23rd Month Review (to be placed in On-Call Contract after January 27, 2011)		($6,061.83)				($4,830.00)		($4,830)		$0.00		$0
	TASK 7 SUBTOTALS	54	$ 808.03	$77.00	$ 885	-44	($11,870.00)	(200.00)	(12,070.00)	30	$4,200.00	$ 480.00	$4,680
	TOTAL BUDGET	283	$ 59,502.37	$ 337.98	$ 59,840	-44	($11,870.00)	($30,275.00)	($42,145)	56	$ 7,840.00	$ 480.00	$8,320

Notes:

1 - Task 4.2 Cosmopolitan Engineering Group
1.25% Administration Allowance on Amendment No. 3 Total Fees

GIG HARBOR WASTEWATER TREATMENT PLANT PHASE I IMPROVEMENTS PROJECT

Engineering Services Fee Summary Amendment No. 6

	RICHARD SAMPLE ENGINEERING				HV ENGINEERING				HWA GEOSCIENCES			
	LABOR		EXPENSE	TOTALS	LABOR		EXPENSE	TOTALS	LABOR		EXPENSE	TOTALS
Personnel:	Total	Total	Total		Total	Total	Total		Total	Total	Total	
Billing Rate/Hour:	Labor Hours	Labor Cost	Expenses		Labor Hours	Labor Cost	Expenses		Labor Hours	Labor Cost	Expenses	
TASK 4 ENGINEERING PROJECT ADMINISTRATION												
4.1 Design Team Project Administration												
4.2 Administration Allowance (1.25%, See Note 1)												
4.3 On-Call Surveying and ROW Vacation												
TASK 4 SUBTOTALS												
TASK 6 ENGINEERING SERVICES DURING CONSTRUCTION												
6.1 Provide Survey Reference Points for Contractor												
6.2 Administrative and Technical Submittals Reviews												
6.3 Provide Design Engineer Periodic Inspections					4	$640.00	$ 50.00	$690	8.8	$1,539.00	$ 64.00	$1,603
6.4 Provide Design Interpretation					4	$640.00	$ -	$640	2	$350.00		$350
6.5 Change Order Preparation and Support												
6.6 Punch List and Completion Monitoring					8	$1,280.00	$ 50.00	$1,330				
6.7 Engineer's Operation and Maintenance Manual												
TASK 6 SUBTOTALS	0	$ -	$ -	$0	16	$ 2,560.00	$ 100.00	$2,660	10.8	$ 1,889.00	$ 64.00	$1,953
TASK 7 ENGINEERING SERVICES DURING TWO-YEAR WARRANTY PERIOD												
7.1 Startup and Training Assistance	See 8/22/08 to 9/20/10 Proposals											
7.2 Record Drawings Review and Comment	179	$18,314.00	$ -	$18,314								
7.3 Warranty Period Assistance and 23rd Month Review (to be placed in On-Call Contract after January 27, 2011)												
TASK 7 SUBTOTALS	179	$18,314.00	$ -	$18,314	0	$0.00	$ -	$0	0	$0.00	$ -	$0
TOTAL BUDGET	179	$ 18,314.00	$ -	$18,314	16	$ 2,560.00	$ 100.00	$2,660	10.8	$ 1,889.00	$ 64.00	$1,953

Notes:

1 - Task 4.2 Cosmopolitan Engineering Group
1.25% Administration Allowance on Amendment No. 3 Total Fees

GIG HARBOR WASTEWATER TREATMENT PLANT PHASE I IMPROVEMENTS PROJECT

Engineering Services Fee Summary Amendment No. 6

	AMBIA, INC				GRETTE ASSOCIATES				PRIZM SURVEYING			
	LABOR		EXPENSE	TOTALS	LABOR		EXPENSE	TOTALS	LABOR		EXPENSE	TOTALS
Personnel:	Total	Total	Total		Total	Total	Total		Total	Total	Total	
Billing Rate/Hour:	Labor Hours	Labor Cost	Expenses		Labor Hours	Labor Cost	Expenses		Labor Hours	Labor Cost	Expenses	
TASK 4 ENGINEERING PROJECT ADMINISTRATION												
4.1 Design Team Project Administration												
4.2 Administration Allowance (1.25%, See Note 1)												
4.3 On-Call Surveying and ROW Vacation												
TASK 4 SUBTOTALS										$ -	$0.00	$0
TASK 6 ENGINEERING SERVICES DURING CONSTRUCTION												
6.1 Provide Survey Reference Points for Contractor												
6.2 Administrative and Technical Submittals Reviews												
6.3 Provide Design Engineer Periodic Inspections												
6.4 Provide Design Interpretation												
6.5 Change Order Preparation and Support												
6.6 Punch List and Completion Monitoring												
6.7 Engineer's Operation and Maintenance Manual												
TASK 6 SUBTOTALS	0	$ -	$0.00	$0	0	$ -	$ -	$0	0	$ -	$ -	$0
TASK 7 ENGINEERING SERVICES DURING TWO-YEAR WARRANTY PERIOD												
7.1 Startup and Training Assistance												
7.2 Record Drawings Review and Comment	No Landscaping As-Builts											
7.3 Warranty Period Assistance and 23rd Month Review (to be placed in On-Call Contract after January 27, 2011)		($581.60)		($581.60)		($3,000.00)		($3,000)				
TASK 7 SUBTOTALS	0	$ (581.60)	$0.00	-$582	0	($3,000.00)	$ -	-$3,000	$ -	$0.00	$ -	$0
TOTAL BUDGET	0	$ (581.60)	$0.00	-$582	0	$ (3,000.00)	$ -	-$3,000	0	$ -	$ -	$0

Notes:

1 - Task 4.2 Cosmopolitan Engineering Group
1.25% Administration Allowance on Amendment No. 3 Total Fees

GIG HARBOR WASTEWATER TREATMENT PLANT PHASE I IMPROVEMENTS PROJECT

Engineering Services Fee Summary Amendment No. 6

COSMOPOLITAN ENGINEERING GROUP

COSMOPOLITAN ENGINEERING GROUP

		LABOR		EXPENSES	INFLATION		TOTALS		OVERALL
	Personnel:	Total	Total	Total					
	Billing Rate/Hour:	Labor Hours	Labor Cost	Expenses	Labor	Expense	Labor	Expense	
TASK 4	ENGINEERING PROJECT ADMINISTRATION								
4.1	Design Team Project Administration	117	$18,207.26						
4.2	Administration Allowance (2.5%, See Note 1)		$8,434.50						
4.3	On-Call Surveying and ROW Vacation								
	TASK 4 SUBTOTALS	117	$ 26,641.76	$177.93	$0.00	$0.00	$ 26,641.76	$177.93	$ 26,820
TASK 6	ENGINEERING SERVICES DURING CONSTRUCTION								
6.1	Provide Survey Reference Points for Contractor	0	$0.00						
6.2	Administrative and Technical Submittals Reviews	0	$0.00						
6.3	Provide Design Engineer Periodic Inspections	19	$3,051.93						
6.4	Provide Design Interpretation	24	$3,690.30						
6.5	Change Order Preparation and Support	48	$7,350.60						
6.6	Punch List and Completion Monitoring	21	$3,154.75						
6.7	Engineer's Operation and Maintenance Manual	0	$14,805.00						
	TASK 6 SUBTOTALS	112	$ 32,052.58	$83.05	$0.00	$0.00	$ 32,052.58	$83.05	$ 32,136
TASK 7	ENGINEERING SERVICES DURING ONE-YEAR WARRANTY PERIOD								
7.1	Startup and Training Assistance	0	$0.00						
7.2	Record Drawings Review and Comment	54	$6,869.86						
7.3	Warranty Period Assistance and 23rd Month Review	0	($6,061.83)						
	TASK 7 SUBTOTALS	54	$ 808.03	$77.00	$0.00	$0.00	$ 808.03	$77.00	$ 885
	TOTAL BUDGET	283	$ 59,502.37	$337.98	$ -	$ -	$ 59,502.37	$337.98	$ 59,840

Notes:

1 - Task 4.2 Cosmopolitan Engineering Group 1.25% Administration Allowance of Total Contract Fees - See All Firms Summary Sheet

PROJECT: WWTP Phase I Improvements

CLIENT: City of Gig Harbor

JOB # GIG019	BILLING MULTIPLIER:	STAFF	Engineering Administrator	Engineer III				Document Production	Coord/ Admin	CADD/ Graphics	TOTAL	TOTAL
		BILL RATES	$177.25	$123.35				$102.75	$73.24	$110.25	HOURS	COST
TASK 4.1 - DESIGN TEAM PROJECT ADMINISTRATION												
A Maintaining Engineering Project Files			6						8		14	$1,649.42
B Project Correspondence			16					4	6		26	$3,686.44
C Managing Subcontracts/Sub Team Coordination			12								12	$2,127.00
D Invoicing and Project Tracking			14						4		18	$2,774.46
E Construction Meetings (6 Total)			30								30	$5,317.50
F Construction Issues Resolution Support			10	2				2			14	$2,224.70
G Permitting Support			2						1		3	$427.74
H Technical Quality Assurance Reviews												
TASK 4.2 -ADMINISTRATION ALLOWANCE												
See Summary Spreadsheet												
TASK 4.3 -ON-CALL SURVEYING AND ROW VACATION												
Prizm Work With City Staff												
Labor Subtotal at Current Salary Rates			90	2				6	19		117	$18,207.26

Salary Escalation	Estimated % of project before next salary increase	20%	**Additional Labor Cost from salary escalation**	
	Estimated % of next salary increase			

Direct Expense Item	Number	Unit Cost	Unit	Direct Cost	Markup %		
Const. Meeting Mileage	138	$0.500	mile	$69.00	10%		$75.90
Mileage, Other Meetings	69	$0.500	mile	$34.50	10%		$37.95
Good To Go Bridge Toll	7	$2.75	trips	$19.25	10%		$21.18
Photocopies/Reproduction	200	$0.07	sheet	$14.00	10%		$15.40
Camera/Misc	1	$25.00	day	$25.00	10%		$27.50
Plots		$5.00	each		10%		
EXPENSE SUBTOTAL							$177.93

Expense Escalation	Estimated % of project before next rate increase	20%	**Additional Expense Cost from rate escalation**	
	Estimated % of next rate increase			

Outside Expenses	Description	Direct Cost	Markup %		
Consumable Expenses					
Subconsultants					
				PROJECT TOTAL	$18,385

Prepared By: David McBride, P.E. (Project Manager/Principal)

Review By: Jim D'Aboy, P.E. (Principal)

PROJECT: WWTP Phase I Improvements

CLIENT: City of Gig Harbor

JOB # GIG019	BILLING MULTIPLIER:	STAFF	Engineering Administrator	Engineer III	Permitting/ Engineer II			Document Production	Coord/ Admin	CADD/ Graphics	TOTAL HOURS	TOTAL COST
		BILL RATES	$177.25	$123.35				$102.75	$73.24	$110.25		
TASK 6 -ENGINEERING SERVICES DURING CONSTRUCTION												
6.1 Provide Survey Reference Points for Contractor												
6.2 Administrative and Technical Submittal Reviews												
Review Manufacturer's O&M Manuals												
6.3 Provide Design Engineer Periodic Inspections (3 visits)			15	2					2		19	$3,051.93
6.4 Provide Design Interpretation			15	3						6	24	$3,690.30
6.5 Change Order Preparation and Support			30	6				4		8	48	$7,350.60
6.6 Punch List and Completion Monitoring			12	5				4			21	$3,154.75
6.7 Engineer's Operation and Maintenance Manual												$14,805.00
Transfer of Budget from HRE												
Labor Subtotal at Current Salary Rates			72	16				8	2	14	112	$32,052.58

Salary Escalation							
	Estimated % of project before next salary increase				50%	Additional Labor Cost from salary escalation	
	Estimated % of next salary increase						
Direct Expense	**Item**	**Number**	**Unit Cost**	**Unit**	**Direct Cost**	**Markup %**	
	Mileage	92	$0.500	mile	$46.00	10%	$50.60
	Camera Use	1	$15.00	days	$15.00	10%	$16.50
	Good To Go Bridge Toll	4	$2.75	trips	$11.00	10%	$12.10
	Photocopies/Reproduction	50	$0.07	sheet	$3.50	10%	$3.85
	O&M Manuals (Draft and Final)		$250.00	each		10%	
	CD/DVD Discs		$5.00	each		10%	
EXPENSE SUBTOTAL							$83.05

Expense Escalation						
	Estimated % of project before next rate increase			25%	Additional Expense Cost from rate escalation	
	Estimated % of next rate increase					
Outside Expenses	**Description**		**Direct Cost**	**Markup %**		
Consumable Expenses						
Subconsultants						
					PROJECT TOTAL	$32,136

Prepared By: David McBride, P.E.
(Project Manager/Principal)

Review By: Jim D'Aboy, P.E.
(Principal)

Cosmopolitan Engineering Group

File Name: *Gig Harbor WWTP Amendment 6 Tasks 4-7 10-28-10*
Date Printed: *10/27/2010*

PROJECT: WWTP Phase I Improvements

CLIENT: City of Gig Harbor

JOB # GIG019	BILLING MULTIPLIER:	STAFF	Engineering Administrator	Engineer III	Permitting/ Engineer II			Document Production	Coord/ Admin	CADD/ Graphics	TOTAL HOURS	TOTAL COST
		BILL RATES	$177.25	$123.35				$102.75	$73.24	$110.25		
TASK 7 -ENGINEERING SERVICES DURING WARRANTY												
7.1 Startup and Training Assistance												
7.2 Record Drawing Review and Comment			16	4				8	4	22	54	$6,869.86
7.3 Warranty Period Assistance and 23rd-Month Review												($6,061.83)
O&M Manual Addendum (by WWTP Supervisor, if needed)												
Warranty Period Assistance after January 27, 2011												
In On-Call Contract Separate from Phase I												
Improvements Contract												
Labor Subtotal at Current Salary Rates			16	4				8	4	22	54	$808.03

Salary Escalation			Additional Labor Cost from salary escalation	
	Estimated % of project before next salary increase			
	Estimated % of next salary increase			

Direct Expense	Item	Number	Unit Cost	Unit	Direct Cost	Markup %		
	Mileage		$0.500	mile		10%		
	Camera Use		$15.00	days		10%		
	Good To Go Bridge Toll		$2.75	trips		10%		
	Photocopies/Reproduction	1000	$0.07	sheet	$70.00	10%		$77.00
	O&M Manuals (Addendum) - By City as Needed		$40.00	each		10%		
	CD/DVD Discs of Record Drawings (by City as Needed)		$5.00	each		10%		
EXPENSE SUBTOTAL								$77.00

Expense Escalation			Additional Expense Cost	
	Estimated % of project before next rate increase			
	Estimated % of next rate increase			

Outside Expenses	Description	Direct Cost	Markup %		
Consumable Expenses					
Subconsultants					
				PROJECT TOTAL	$885

Prepared By: David McBride, P.E. (Project Manager/Principal)

Review By: Jim D'Aboy, P.E. (Principal)

Cosmopolitan Engineering Group

File Name: *Gig Harbor WWTP Amendment 6 Tasks 4-7 10-28-10*
Date Printed: *10/27/2010*

RSE Richard Sample Engineering
1197 Magnolia Ave Redding, CA 96001 (530) 242-1134 Fax (530) 242-1136 email rse@integrity.com

September 20, 2010

Mr. David McBride
Cosmopolitan Engineering Group
117 South Eight Street
Tacoma, WA 98402

SUBJECT: ELECTRICAL ENGINEERING SERVICES PROPOSAL FOR CITY OF GIG HARBOR WWTP PHASE 1, TASK 7 REVISED SCOPE

Dear David,

I am submitting this letter of proposal for Phase 1 Task 7 revised Construction Support Engineering services for the Gig Harbor Wastewater Treatment Plant. This proposal is to replace the Phase 1 Task 7 proposal submitted 8/22/08. The scope of services to be performed by RSE has been revised to include additional onsite documentation of actual construction conditions and the as-built revision of 56 CADD drawing files.

I have attached an estimate data sheet schedule that gives a breakdown of the services that I will perform.

I will perform the services listed for lump sum payment of the amount of $29,000.

I will bill my services by monthly billing invoices based on the percentage of work performed during each given month.

Richard Sample Engineering will maintain the following minimum insurance limits:

1. Errors and Omissions Liability - $2,000,000
2. Comprehensive General Liability - $1,000,000
3. Automotive Liability - $500,000

Thank you for the opportunity to assist you on this work. Please contact me if you have any comments or questions regarding this proposal.

Sincerely,

Richard A. Sample, P.E.

APPROVED:

Cosmopolitan Engineering Group

Attachment: Fee proposal data sheet

ELECTRICAL ENGINEERING FEE PROPOSAL DATA SHEET

Richard Sample Engineering

PROJECT: GIG HARBOR WWTP-PHASE 1 IMPROVEMENTS
OWNER: CITY OF GIG HARBOR
ESTIMATE BY: RICHARD SAMPLE, JON MATHISON

DATE: 8/22/08
JOB NO: O806

NO	DESCRIPTION OF PHASE SERVICES	BILLING RATE $130	BILLING RATE $75	BILLING RATE $120	BILLING RATE $75	COST IN $		
		Elec hours ENGR	Elec hours DRAFT	I&C hours ENGR	I&C hours DRAFT	Elec	I&C	TOTAL
	TASK 7 - ENGINEERING SERVICES DURING WARRANTY PERIOD							
a	Review manufacturers O & M manuals & comment	8				1,040	-	1,040
b	Finalize O & M manual electrical text	8		4	-	1,040	480	1,520
c	Documentation of actual field conditions	8			-	1,040	-	1,040
d	Review Contractor markups (36) Elec(15) P&IDs (5) TC	16		8		2,080	960	3,040
e	Add markups from RSE & AIA files	24		6	-	3,120	720	3,840
	Administration expenses @ 10% of AIA expenses		-	-	-	220	-	220
	REIMBURSABLES							
	HOURLY CONSTRUCTION SERVICES TOTALS	64	-	18	-	8,540	2,160	10,700

ELECTRICAL ENGINEERING FEE PROPOSAL DATA SHEET
Richard Sample Engineering

PROJECT: GIG HARBOR WWTP-PHASE 1 TASK 7 IMPROVEMENTS
OWNER: CITY OF GIG HARBOR
ESTIMATE BY: RICHARD SAMPLE, JON MATHISON

DATE: 9/20/10
JOB NO: O806

NO	DESCRIPTION OF PHASE SERVICES	BILLING RATE $135 Elec hours ENGR	BILLING RATE $80 Elec hours DRAFT	BILLING RATE $125 I&C hours ENGR	BILLING RATE $80 I&C hours DRAFT	COST IN $ Elec	COST IN $ I&C	COST IN $ TOTAL
	TASK 7 - ENGINEERING SERVICES DURING WARRANTY PERIOD							
a	Review manufacturers O & M manuals & comment	8				1,080	-	1,080
b	Finalize O & M manual electrical text	8		4	-	1,080	500	1,580
c	Documentation of actual field conditions	20			-	2,700	-	2,700
d	Asbuilt (36) electrical drawings, (15) P&IDs, (5) TC	64	98	26	33	16,480	5,890	22,370
e	Administration expenses @ 10% of AIA expenses		-	-	-	639	-	639
	REIMBURSABLES							
	Travel expenses for (1) trip by RSE					645		645
	HOURLY CONSTRUCTION SERVICES TOTALS	100	98	30	33	22,624	6,390	29,014

ELECTRICAL ENGINEERING FEE PROPOSAL DATA SHEET

Richard Sample Engineering

PROJECT: GIG HARBOR WWTP-PH 1 TASK 7 IMPROVEMENTS — DATE: 9/20/10

DESIGN - DRAWING AS-BUILTING — JOB NO: O806

DRWG. NO.	DESCRIPTION OF DRAWING	DRWG. SCALE	Elec HRS		I&C HRS	
			ENGR	DRAFT	ENGR	DRAFT
E1	Overall Elect. Refer. Site Plan, Electrical Drwg. List	None	1	1		
E2	Electrical symbols legend, Electrical Equipment List	None	1	1		
E3	Electrical Equipment Schedules	None	2	2		
E4	Overall site power and signal plan	1"=40"	2	3		
E5	Electrical Building - Power & Signal Plan, Notes	3/16"	2	3		
E6	Electrical Bldg - Lighting, HVAC & 120V Plan, Elev.	3/16"	2	3		
E7	Electrical Building Elevations, Generator Area Plan	Misc	1	2		
E8	Blower Building - Plan, Elevation, and Notes	1/4"	2	4		
E9	Thickening Building Plan, Notes	1/4"	1	3		
E10	Dewatering Building Plan-East, Drawing Notes	3/16"	3	5		
E11	Dewatering Building Plan-West, Elevations, Details	3/16"	2	3		
E12	Dewatering Bldg. Odor Equip Plan, Details, Notes	Misc	1	2		
E13	Headworks Building Plan-North, Notes	1/4"	2	3		
E14	Headworks Bldg. Plan-South, Sections & Details	Misc	1	2		
E15	Anoxic Basin No.1,2,3 / Aeration Basin No. 4 Plan	3/32"	1	2		
E16	Anoxic 1,2,3 & Aeration Basin 4 - Elevations & Sect.	Misc	1	2		
E17	Digester & Aeration Basin 1,2,3 Plan	3/32"	3	4		
E18	Digester & Aeration Basin 1,2,3 - Elevation & Details	Misc	1	3		
E19	Clarifier No. 4 Area Plan & Details	Misc	1	1		
E20	In-plant Drain Pump Station Plan, Elevation & Details	Misc	1	3		
E21	Clarifier No. 1,2,3 & Miscellaneous Details	Misc	2	3		
E22	Power and Signal Ductbank Sections, Notes	Misc	1	2		
E23	Power One-line Diagram - Overall Plant	None	1	2		
E24	Power One-line Diagram - Electrical Bldg, Clarifiers	None	2	3		
E25	Power One-line Diagram - Blower, Thickner Bldgs & Basins	None	3	4		
E26	Power One-line Diagram - Dewatering Bldg & Basins	None	3	4		
E27	Power One-line Diagram - Headworks Bldg	None	1	2		
E28	One-line Diagram Notes	None	1	2		
E29	Power panelboard schedules	None	1	1		
E30	Power panelboard schedules & Exterior Lighting Control Diagram	None	1	1		
E31	Signal One-line Diagram - Overall Plant	None	1	3		
E32	Signal One-line Diagram - Electrical / Pump Building, Clarifiers	None	2	3		
E33	Signal One-line Diagram - Blower, Thickner Bldgs & Basins	None	2	3		
E34	Signal One-line Diagram - Dewatering & Headworks Bldgs & Basins	None	2	3		
E35	Signal One-line Diagram Notes	None	1	1		
E36	In-plant Drain Pump Station Wiring Diagram, Spec.	None	1	1		

DRWG. NO.	DESCRIPTION OF DRAWING	DRWG.	Elec HRS		I&C HRS	
		SCALE	ENGR	DRAFT	ENGR	DRAFT
EIC1	PCP-100 Elevation and Legend	None	2	2		
EIC2	PCP-200 Elevation	None	0	0		
EIC3	PCP-300 Elevation	None	0	0		
EIC4	Typical Wiring Diagrams 1-9	None	0	0		
EIC5	Typical Wiring Diagrams 10-16	None	0	0		
EIC6	Typical Wiring Diagrams 17-19	None	0	0		
EIC7	Typical Wiring Diagrams 20-26	None	0	0		
EIC8	Typical Wiring Diagrams 27-30	None	0	0		
EIC9	Wiring Diagram - Biosolids Conveyor Control Panel (LCP-823)	None	0	0		
EIC10	Wiring Diagram - Local Control Panel (LCP-824)	None	0	0		
PID1	P&ID-Legend	None	2	2		
PID2	P&ID-Block Diagram	None	0	0	1	1
PID3	P&ID-Influent Pumpstations #2 & #3	None	0	0	0	1
PID4	P&ID-Headworks Bldg	None	0	0	1	2
PID5	P&ID-Anoxic Basins & D Box 'B'	None	0	0	1	1
PID6	P&ID-Aeration Basins & D Box 'C'	None	0	0	1	1
PID7	P&ID-Mixed Liquor Recirculation Pumps	None	0	0	1	2
PID8	P&ID-Clarifiers 1, 2 w/associated equip, scum pump	None	0	0	1	1
PID9	P&ID-Clarifiers 3, 4 w/associated equip, scum pump	None	0	0	1	1
PID10	P&ID-RAS Pumps and WAS Pumps	None	0	0	1	1
PID11	P&ID-Disinfection, Utility Water, and Effluent Pumpstation	None	0	0	1	1
PID12	P&ID-Digester and Thickener System		0	0	2	2
PID13	P&ID-Genset, Dewatering, and Solids Handling Process		0	0	2	1
PID14	P&ID-Aeration Blowers	None	0	0	1	1
PID15	P&ID-Inplant Pumpstation Air Gap Potable Water		0	0	1	2
TC1	Telecommunications Overall Plan & Cable Vault Typicals	None	2	2	2	2
TC2	Telecommunications Details 1, Pumpstation 2A	None	0	0	1	1
TC3	Telecommunications Details 2, Outfall Structure Cabling	None	0	0	3	2
TC4	Telecommunications Details 3, Gig Harbor WWTP	None	2	2	4	8
TC5	Telecommunications Overall Conduit Profile	None	0	0	1	2
	TOTALS		64	98	26	33

GIG HARBOR
"THE MARITIME CITY"

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

Design			Obligated funds	Project Balance
Design Services Incl Pre Engineering Report	Cosmopolitan Engineering Group	$1,261,651	$1,261,651	$0
Design Review Services	Parametrix, Inc.	$185,090	$185,090	$0
Cultural Resources Services	CRC	$3,795	$3,795	$0
City Engineering Staff Time	City of Gig Harbor	$10,000	$10,000	$0
	subtotal	$1,460,536	$1,460,536	$0

Construction				
Project Management				
Project Management	Cosmopolitan Engineering Group-	$907,511	$907,511	$0
Material Testing	CTL	$53,612	$53,612	$0
Project Assistance	Parametrix, Inc.	$875,884	$858,001	$17,883
SCADA Design & Programming	AIA	$221,816	$221,816	$0
Cultural Resource Consultants	CRC	$13,500	$13,500	$0
Surveying Services	Prizm	$5,580	$5,580	$0
City Engineering Staff Time	City of Gig Harbor	$10,000	$10,000	$0
	subtotal	$2,087,903	$2,070,020	$17,883
Construction				
Construction Contract (Apparent low bidder)	Prospect Construction Co.	$10,883,949	$10,883,949	$0
10% contingency		$1,088,496	$1,057,103	$31,393
Centrifuge	Purchased by City (Alfa Laval)	$270,458	$270,458	$0
Blowers	Purchased by City (APG Neuros)	$333,148	$333,148	$0
Austin St. detour improvements		$54,642	$0	$54,642
Waterline Extension (constr. complete)	Pape & Sons	$76,955	$76,955	$0
City Building Permit Fees		$104,844	$104,844	$0
	subtotal	$12,812,492	$12,726,457	$86,035
	Total Estimated Design & Construction Costs	**$16,360,931**	**$16,257,013**	**$103,918**

Funding Sources	
PWTF Loan	$10,000,000
DOE Grant + CTED Grant	$3,500,000
PWTF Design Loan (already rec'd & spent by City)	$765,000
Costs already paid by City through 2009 (above the PWTF Design Loan amount)	
Revenue Bond 2009	$2,095,931
Total Funding	**$16,360,931**

Revised: November 2, 2010

Subject: Public hearing: General fund 2011 revenue sources

Dept. Origin: Finance

Prepared by: David Rodenbach, Finance Director

For Agenda of: November 8, 2010

Exhibits: N/A

Proposed Council Action:
No action required

	Initial & Date
Concurred by Mayor:	CLH 11/2/10
Approved by City Administrator	RDK 11/2/10
Approved as to form by City Atty:	na
Approved by Finance Director:	11/2/10

Expenditure Required 0	Amount Budgeted 0	Appropriation Required 0

INFORMATION / BACKGROUND

Chapter 251, Laws of 1995 (RCW 84.55.120) requires a public hearing on revenue sources for the next year's general fund budget. The hearing must include considerations of possible increases in property tax revenues.

General Fund Revenue Summary

Revenue Source	2009	2010 Estimated balances	2011 Budget
Property Taxes	$415,682	$479,103	$1,960,146
Sales Tax	4,537,673	5,054,085	4,554,085
Other Taxes	1,501,302	1,538,636	1,538,636
Licenses and Permits	477,085	558,970	568,970
Intergovernmental Revenues	316,097	256,974	160,570
Charges for Services	247,691	169,132	257,332
Fines and Forfeits	137,185	127,551	127,551
Miscellaneous Revenues	182,753	236,172	361,772
Total Revenues	7,815,468	8,420,623	9,529,062
Beginning Fund Balance	1,427,813	1,077,732	1,937,502
Total Resources	$9,243,281	$9,498,355	$11,466,564

Subject: 2010 Regular Property Tax Levy and Excess Property Tax Levy Resolutions

Proposed Council Action: Adopt resolutions in two separate motions

Dept. Origin: Finance

Prepared by: David Rodenbach, Finance Director

For Agenda of: November 8, 2010

Exhibits: Two Resolutions

	Initial & Date
Concurred by Mayor:	RLH 11/2/10
Approved by City Administrator:	RBK 11/2/10
Approved as to form by City Atty:	per email
Approved by Finance Director:	11/2/10

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0

INFORMATION / BACKGROUND

These resolutions set the City's regular tax levy and excess levy (Eddon Boat bonds) for property tax collection in 2011.

FISCAL CONSIDERATION

The planned levy for collection in 2011 is $1,960,146. The rate for this amount is $1.0243 per thousand dollars of assessed valuation. This is a total increase of $44,338 over the current levy of $1,915,808. The increase consists of the following components:

• 1.0% increase over current levy	$ 19,158
• New construction and improvements	$ 23,482
• Refunds	$ 1,698
	$ 44,338

If the city were to use banked capacity, the levy would increase 2.0793%, which increase the levy by an additional $20,677.

The total excess levy which will be used to pay the debt service on the Eddon Boat bond is $250,000. This calculates to a preliminary rate of $0.1314 per thousand dollars of assessed valuation.

BOARD OR COMMITTEE RECOMMENDATION N/A

RECOMMENDATION / MOTION

Move to: Pass each resolution in separate motions.

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, CERTIFYING THE 2011 REGULAR AD VALOREM TAX LEVY UPON REAL PROPERTY.

WHEREAS, the City Council of Gig Harbor has met and considered its budget for the calendar year 2011; and

WHEREAS, the City's actual levy amount from the previous year was $1,915,808; and

WHEREAS, the population of the city is less than 10,000; and now, therefore,

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

An increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2011 tax year.

The dollar amount of the increase over the actual levy amount from the previous year shall be $19,158 which is a percentage increase of 1.0 % from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refunds made.

PASSED by the City Council this ___day of ____ 2010.

APPROVED:

_____
MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

_____
CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY:_____
ANGELA S. BELBECK

FILED WITH THE CITY CLERK: 00/00/2010
PASSED BY THE CITY COUNCIL: 00/00/2010
RESOLUTION NO.

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON, LEVYING EXCESS PROPERTY TAXES IN THE AMOUNT OF $250,000 FOR THE CITY OF GIG HARBOR FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2011.

WHEREAS, at an election held in the City of Gig Harbor on November 2, 2004, the number and proportion of the qualified electors of the City required by law for the adoption thereof voted in favor of a proposition authorizing the issuance of bonds of the City in the aggregate principal amount of $3,500,000; and

WHEREAS, pursuant to Ordinance No. 1016, the City issued its Unlimited General Obligation Bond, 2005 on September 26, 2005 in the principal amount of $3,500,000; and

WHEREAS, the City Council of the City of Gig Harbor determined that the City of Gig Harbor requires an excess levy in the amount of two hundred fifty thousand dollars and no cents ($250,000.00) in order to provide debt service for the 2005 Unlimited Tax General Obligation Bond; and now, therefore,

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

The Property tax excess levy required to raise estimated revenues for the City of Gig Harbor for the ensuing year commencing January 1, 2011, shall be levied upon the value of real and personal property which has been set at an

assessed valuation of $1,902,083,960. Taxes levied upon this value shall be:

Approximately $0.1314 per $1,000 assessed valuation, producing an estimated amount of two hundred fifty thousand dollars and no cents ($250,000.00) for 2005 Unlimited Tax General Obligation Bond debt service.

PASSED by the City Council this ___day of ____ 2010.

APPROVED:

_____
MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

_____
CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY:_____
ANGELA S. BELBECK

FILED WITH THE CITY CLERK: 00/00/2010
PASSED BY THE CITY COUNCIL: 00/00/2010
RESOLUTION NO.

Subject: First reading - 2011 budget ordinance

Proposed Council Action: Adopt ordinance after a second reading

Dept. Origin: Finance

Prepared by: David Rodenbach, Finance Director

For Agenda of: November 8, 2010

Exhibits: Ordinance

	Initial & Date
Concurred by Mayor:	CLH 11/4/10
Approved by City Administrator	R&K
Approved as to form by City Atty:	by e-mail
Approved by Finance Director:	11/3/10
Approved by Department Head:	

Expenditure Required	$40,678,075	Amount Budgeted	0	Appropriation Required	$40,678,075

INFORMATION / BACKGROUND

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

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

FISCAL CONSIDERATION

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

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

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

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

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

RECOMMENDATION / MOTION

Move to: Adopt ordinance after second reading.

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

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

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

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

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

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

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

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

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

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

2011 BUDGET APPROPRIATIONS

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

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

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

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

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

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

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

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

CITY OF GIG HARBOR

_____

Mayor Charles L. Hunter

ATTEST:

_____

Molly Towslee, City Clerk

Filed with city clerk: 11/____/10

Passed by the city council: 12/___/10

Date published: 12/___/10

Date effective: 12/___/10

Attachment A

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

Subject: First reading of ordinance amending the 2010 budget

Dept. Origin: Finance

Prepared by: David Rodenbach, Finance Director

For Agenda of: November 8, 2010

Exhibits: Ordinance

Proposed Council Action:
Adopt ordinance amending the 2010 budget

	Initial & Date
Concurred by Mayor:	CLH 11/1/10
Approved by City Administrator	RWK 11/1/10
Approved as to form by City Atty:	e-mail
Approved by Finance Director:	DR 11/1/10
Approved by Department Head:	

Expenditure Required	200,000	Amount Budgeted	0	Appropriation Required	$200,000

INFORMATION / BACKGROUND

INFORMATION / BACKGROUND

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

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

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

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

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

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

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

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

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

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

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

FISCAL CONSIDERATION

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

RECOMMENDATION / MOTION

Move to: Pass ordinance amending the 2010 Budget after a second reading.

ORDINANCE NO.

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

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

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

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

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

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

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

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

WHEREAS, the Park Development fund requires appropriations to account for projects, such as the purchase of Madison Shores ($930,000), Austin Estuary Park ($127,000), Eddon Boat Dock and Railway ($243,000) and the Cushman Trail Phase I Gap (470,000) which were not included in the 2010 budget; NOW, THEREFORE,

THE GIG HARBOR CITY COUNCIL ORDAINS AS FOLLOWS:

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

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

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

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

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

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

CITY OF GIG HARBOR

_____
CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
ANGELA S. BELBECK

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

Fishermen's Pier Project

- Engineering – Presentation (Marcos McGraw)
- PowerPoint (8 min)
- Q & A's
- Next Steps

Background and Overview

1. Property Purchase & Parking Lot Development
2. June 28 Council Meeting – Path Forward
3. Consultants Contract (Sitts & Hill)
4. Defining Primary Goals (Scope / Cost / Timeline)
5. Conceptual Design
6. Stakeholders – “First Look”
7. Current Status

1. Property Purchase & Parking Lot Development

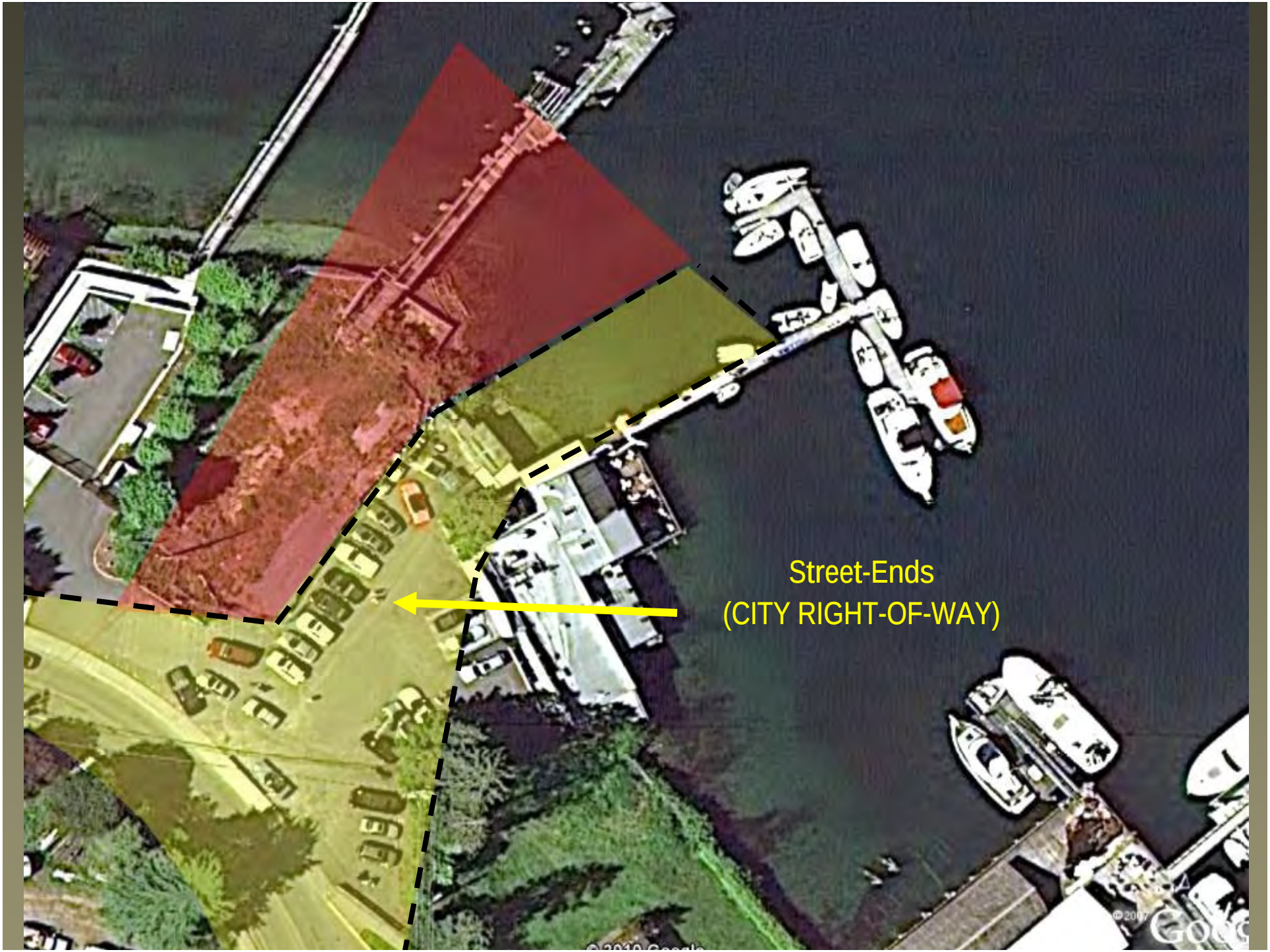
- Old Stutz Site (aka) Madison Shores closed: May 2010
- Cost -- $877,000
- Included $40,000 Environmental Clean-Up Insurance (10 yr Policy)
- Budgeted $288,000 for Parking Design / Permits / Construction

- Site Constraints

APE (Area of Potential Effect) -- assumes “no digging”

DOE Monitoring Wells through (March 2013)

DOE NFA / assumes “no digging”

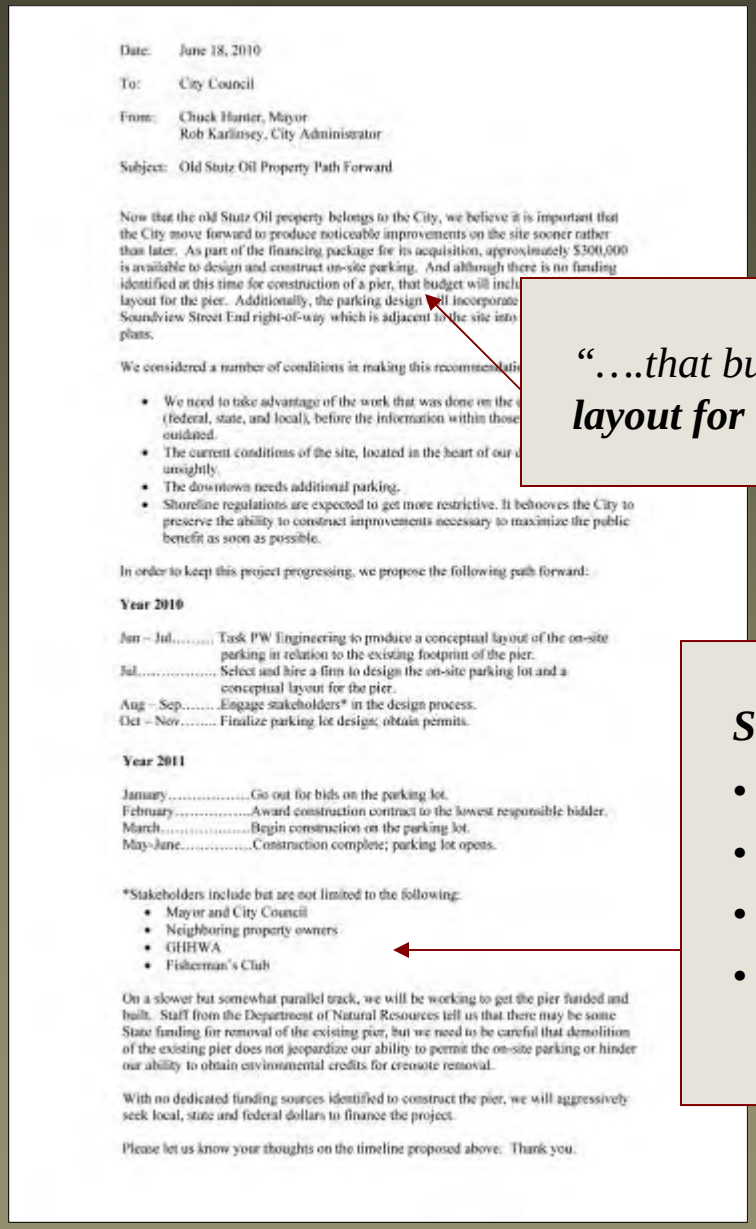

Street-Ends
(CITY RIGHT-OF-WAY)

Property Line

Property Line

TIDES
Right-of-Way
Property Line

2. "Path Forward" - Memo from Mayor June 18



Date: June 18, 2010

To: City Council

From: Chuck Hunter, Mayor
Rob Karlinsey, City Administrator

Subject: Old Stutz Oil Property Path Forward

Now that the old Stutz Oil property belongs to the City, we believe it is important that the City move forward to produce noticeable improvements on the site sooner rather than later. As part of the financing package for its acquisition, approximately $300,000 is available to design and construct on-site parking. And although there is no funding identified at this time for construction of a pier, that budget will incl
layout for the pier. Additionally, the parking design will incorporate
Soundview Street End right-of-way which is adjacent to the site into
plans.

We considered a number of conditions in making this recommendati

- We need to take advantage of the work that was done on the
(federal, state, and local), before the information within those
outdated.
- The current conditions of the site, located in the heart of our
unsightly.
- The downtown needs additional parking.
- Shoreline regulations are expected to get more restrictive. It behooves the City to preserve the ability to construct improvements necessary to maximize the public benefit as soon as possible.

In order to keep this project progressing, we propose the following path forward:

Year 2010

Jun – Jul..... Task PW Engineering to produce a conceptual layout of the on-site parking in relation to the existing footprint of the pier.
Jul..... Select and hire a firm to design the on-site parking lot and a conceptual layout for the pier.
Aug – Sep.....Engage stakeholders* in the design process.
Oct – Nov..... Finalize parking lot design; obtain permits.

Year 2011

January.....Go out for bids on the parking lot.
February.....Award construction contract to the lowest responsible bidder.
March.....Begin construction on the parking lot.
May-June.....Construction complete; parking lot opens.

*Stakeholders include but are not limited to the following:

- Mayor and City Council
- Neighboring property owners
- GHHWA
- Fisherman's Club

On a slower but somewhat parallel track, we will be working to get the pier funded and built. Staff from the Department of Natural Resources tell us that there may be some State funding for removal of the existing pier, but we need to be careful that demolition of the existing pier does not jeopardize our ability to permit the on-site parking or hinder our ability to obtain environmental credits for creosote removal.

With no dedicated funding sources identified to construct the pier, we will aggressively seek local, state and federal dollars to finance the project.

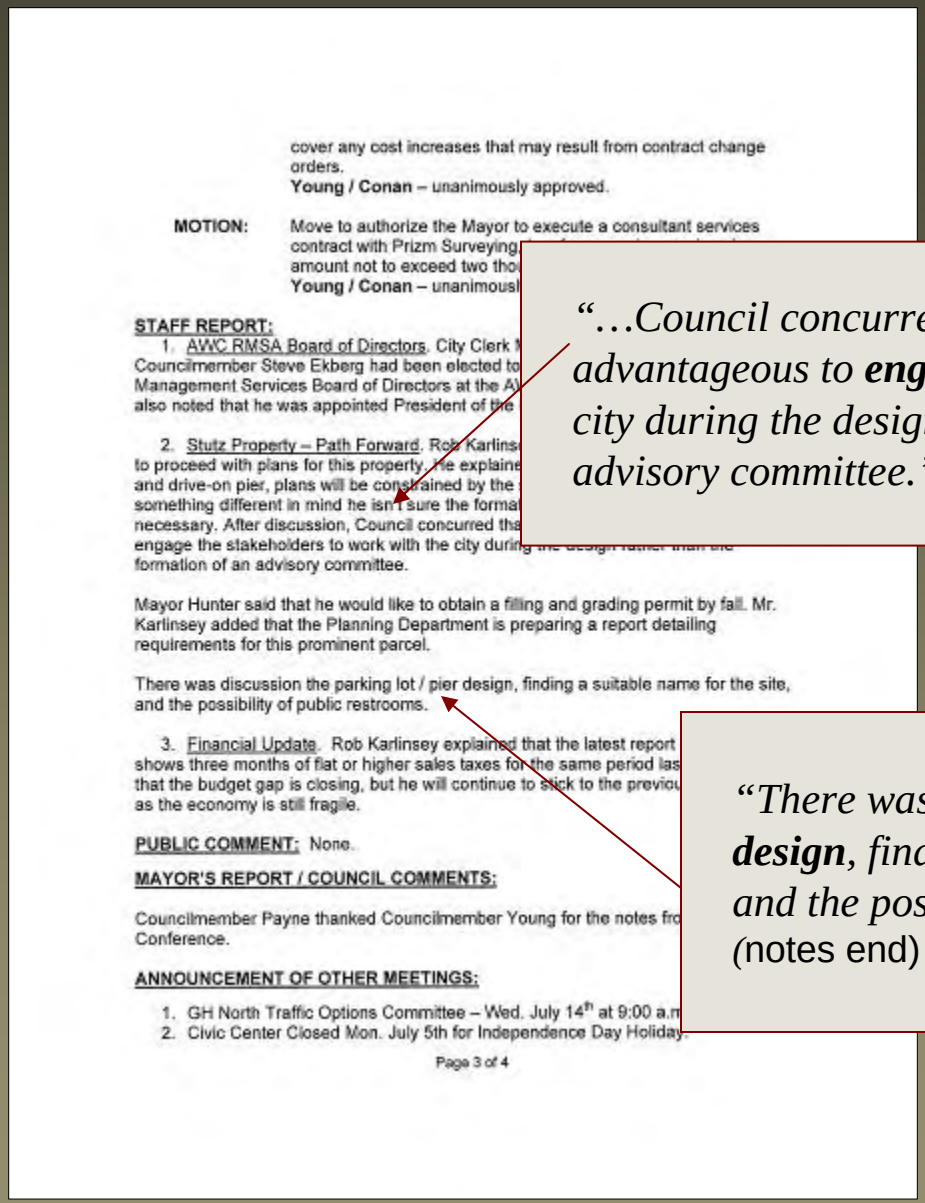
Please let us know your thoughts on the timeline proposed above. Thank you.

*"….that budget ($300,000) will include a **conceptual layout for the pier."***

Stakeholders include…

- *Mayor and City Council*
- *Neighboring Property Owners*
- *Gig Harbor Historic Waterfront Assoc*
- *Fishermen's Club*

2. June 28 Council Meeting Minutes



cover any cost increases that may result from contract change orders.
Young / Conan – unanimously approved.

MOTION: Move to authorize the Mayor to execute a consultant services contract with Prizm Surveying
amount not to exceed two tho
Young / Conan – unanimous

STAFF REPORT:

1. AWC RMSA Board of Directors. City Clerk
Councilmember Steve Ekberg had been elected to
Management Services Board of Directors at the A
also noted that he was appointed President of the

2. Stutz Property – Path Forward. Rob Karlins
to proceed with plans for this property. He explaine
and drive-on pier, plans will be constrained by the
something different in mind he isn't sure the forma
necessary. After discussion, Council concurred tha
engage the stakeholders to work with the city duri
formation of an advisory committee.

Mayor Hunter said that he would like to obtain a filling and grading permit by fall. Mr. Karlinsey added that the Planning Department is preparing a report detailing requirements for this prominent parcel.

There was discussion the parking lot / pier design, finding a suitable name for the site, and the possibility of public restrooms.

3. Financial Update. Rob Karlinsey explained that the latest report
shows three months of flat or higher sales taxes for the same period las
that the budget gap is closing, but he will continue to stick to the previou
as the economy is still fragile.

PUBLIC COMMENT: None.

MAYOR'S REPORT / COUNCIL COMMENTS:

Councilmember Payne thanked Councilmember Young for the notes fr
Conference.

ANNOUNCEMENT OF OTHER MEETINGS:

1. GH North Traffic Options Committee – Wed. July 14th at 9:00 a.m
2. Civic Center Closed Mon. July 5th for Independence Day Holiday

Page 3 of 4

*"…Council concurred that it would be more advantageous to **engage stakeholders** to work with the city during the design rather than the formation of an advisory committee."*

*"There was discussion the **parking lot / pier design**, finding a suitable name for the site, and the possibility of public restrooms."* (notes end)

3. Consultants Contract (Sitts & Hill Engineers)

Business of the City Council
City of Gig Harbor, WA

Subject: Fishermen's Pier Parking Lot Design (formerly Stutz Fuel Dock) – Consultant Services Contract

Proposed Council Action: Authorize the Mayor to execute a consultant services contract with Sitts & Hill Engineers, Inc. in the not- to-exceed amount of $33,005.00.

Dept. Origin: Public Works / Engineering

Prepared by: Marcos McGraw, Project Engineer

For Agenda of: July 26, 2010

Exhibits: Contract

Initial & Date

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

Expenditure Required	$33,005.00	Amount Budgeted	$288,000.00	Appropriation Required

INFORMATION/BACKGROUND

Earlier this year the City purchased the water front property located at the north end of Sound where the Stutz fueling dock previously operated. The City has a goal of using the property for pier and generally improving the site for public benefit as well as preserving the historic maritime of the harbor. This scope of services with Sitts & Hill Engineers, Inc. provides for permitting and an austere parking lot including conceptual drawings for a replacement pier and float as well support to dedicate the property as right-of-way. The consultant services will also include support the permitting process.

FISCAL CONSIDERATION

The total available funding for the project is $288,000.00.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Authorize the Mayor to execute a consultant services contract with Sitts & Hill Engineers, Inc. in the not- to-exceed amount of $33,005.00.

"provides permitting and designing an austere parking lot including conceptual drawings for a replacement pier and float…"

4. Defining Primary Goals

PARKING LOT

- Construct in 2011
- Maximize Existing Grades (no digging)
- Maximize number of Stalls
- Re-establish Public Use of City-owned Street-Ends
- Design for alignment to future Pier

4. Defining Primary Goals

PIER USES

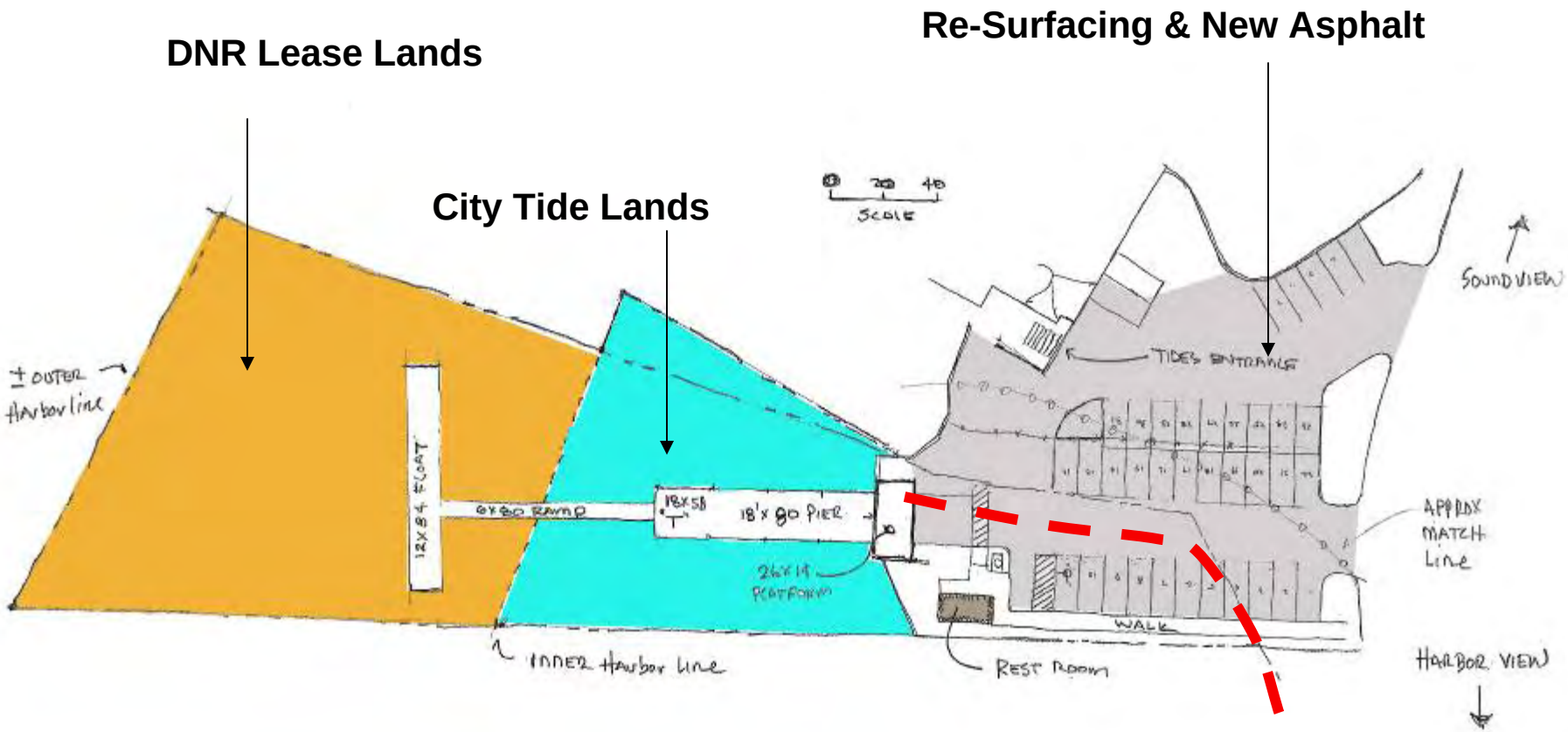
- Multi-Purpose
  - Loading / Unloading
  - Transient Moorage
  - Pick-Up & Drop-off Float
  - Pedestrian Access & Recreation

5. Conceptual Design

PARKING

- Total of 35 Parking Stalls
- Restroom (design only)
- Viewing Platform (tables and seating)
- Resurfacing of entire Parking Area (asphalt)

5. Conceptual Design



6. Stakeholders “First Look”

OPERATIONS COMMITTEE

- Meeting Participants (Oct 21)
  - Councilmen: Franich, Malich and Payne (conference call)
  - Staff: Hunter, Karlinsey, Misiurak, McGraw, Moerler, Stanton
  - Members of the Public: Stanley-Davis (Tides), Morris
- Requested Considerations
  - Fuel Dock
  - Public Process and Timeline
  - “Fishermen’s Pier” name

6. Stakeholders “First Look”

FISHERMENS CLUB

- Meeting Participants (October 21)
  - Staff: Hunter, Lovrovich (Fishermen’s Club President), Stanton

- Requested Considerations
  - Grade of Pier (slope to 17-feet for loading / unloading)
  - More length

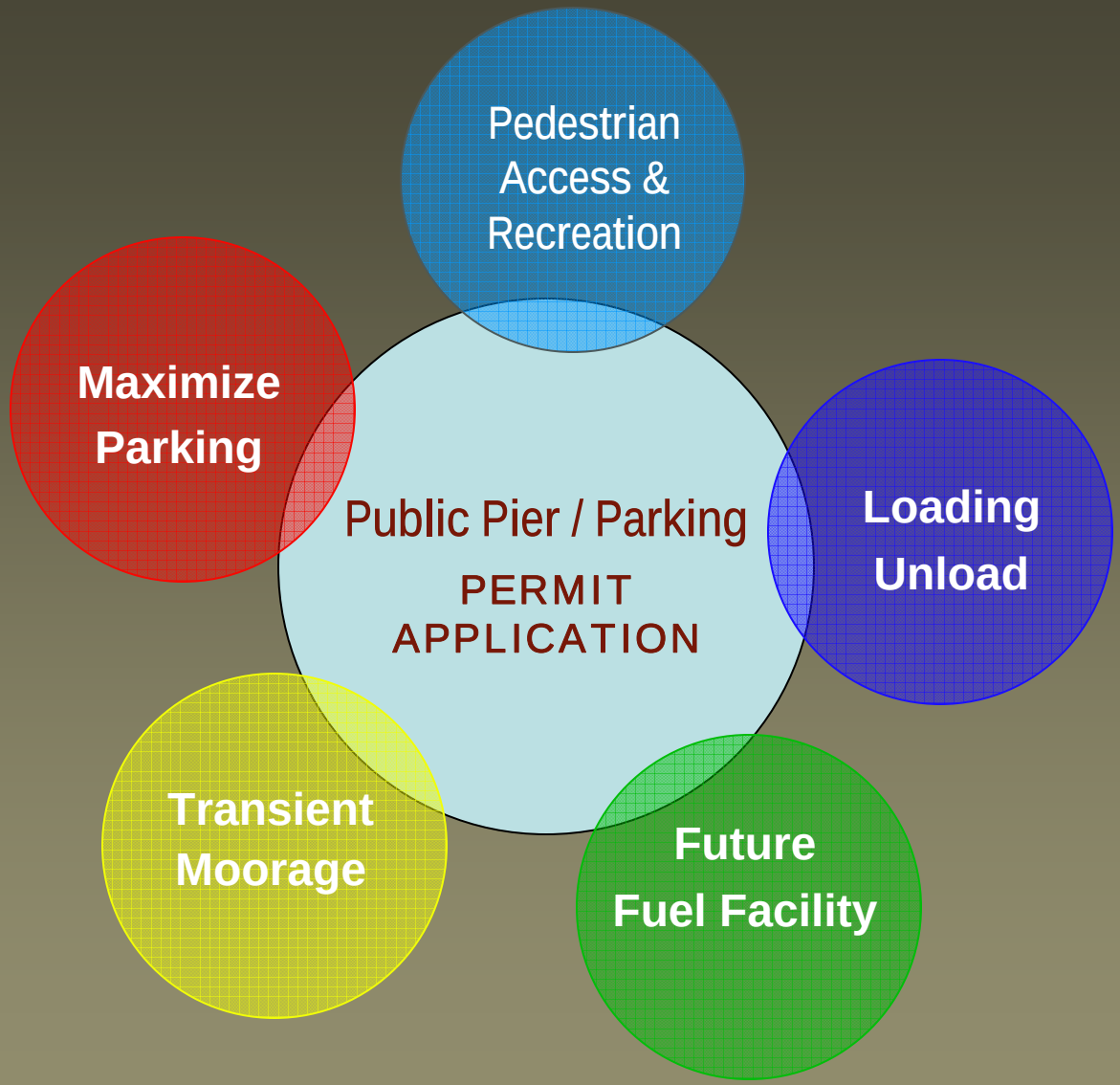
6. Stakeholders “First Look”

ADJACENT PROPERTY OWNERS

- Meeting Participants
  - Adjacent Pier – Morris Brothers (Oct 25)
  - Tides Tavern – Peter Stanley (Oct 4, Oct 21, Nov 3)
  - Russell Foundation – Threshold Group – Ed Lasar
  - Gig Harbor Historic Waterfront Assoc Brd – Mtg set for Nov 10 **
- Requested Considerations
  - More slips for moorage
  - Driveway Access at Russell Foundation
  - Truck Deliveries
  - Timing of Construction – Impact to Businesses

OBJECTIVE:

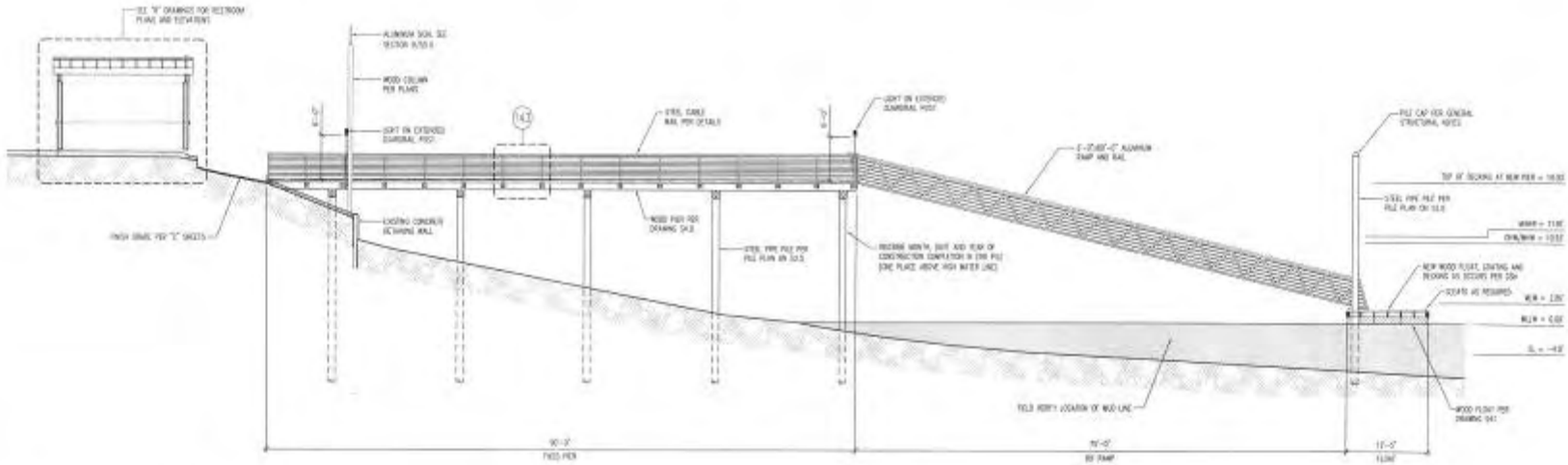
TODAY's proposed permit package will not be in conflict with proposed FUTURE uses.



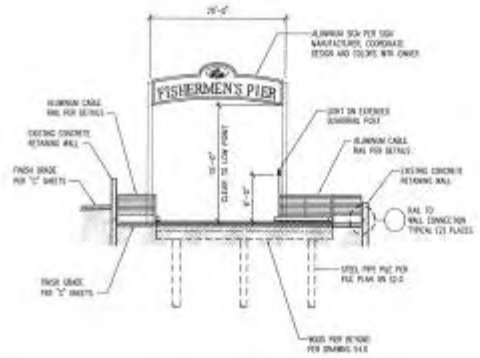
7. Current Status

SITTS & HILL (Larry Lindell, P.E.)

- Fuel Dock -- Permit Later (lay conduit now)
- Pump-Out Facility -- Install conduit and trench
- More Transient Moorage -- Permit large Float now
- Pier Configuration -- Loading & Unloading



A TYPICAL PIER, RAMP AND FLOAT SECTION VIEW
SCALE: 1/8" = 1'-0"



B TYPICAL PIER SECTION VIEW
SCALE: 1/8" = 1'-0"

PRELIMINARY

REVISIONS								
		SITTS & HILL ENGINEERS, INC.	GIG HARBOR "THE MARITIME CITY"	ENGINEERING DIVISION 3510 Grandview Street Gig Harbor, WA 98335 (253) 851-6170	DESIGNED BY: B. LABRECQUE DRAWN BY: S. MCCARTHY CHECKED BY: L. LINDELL APPROVED BY: SCALE: AS SHOWN DATE: 10-01-10	FISHERMEN'S PIER	80% SUBMITTAL ELEVATIONS AND SECTIONS	SHEET 18 OF 21	PROJECT NO. CPP-1007 S5.0

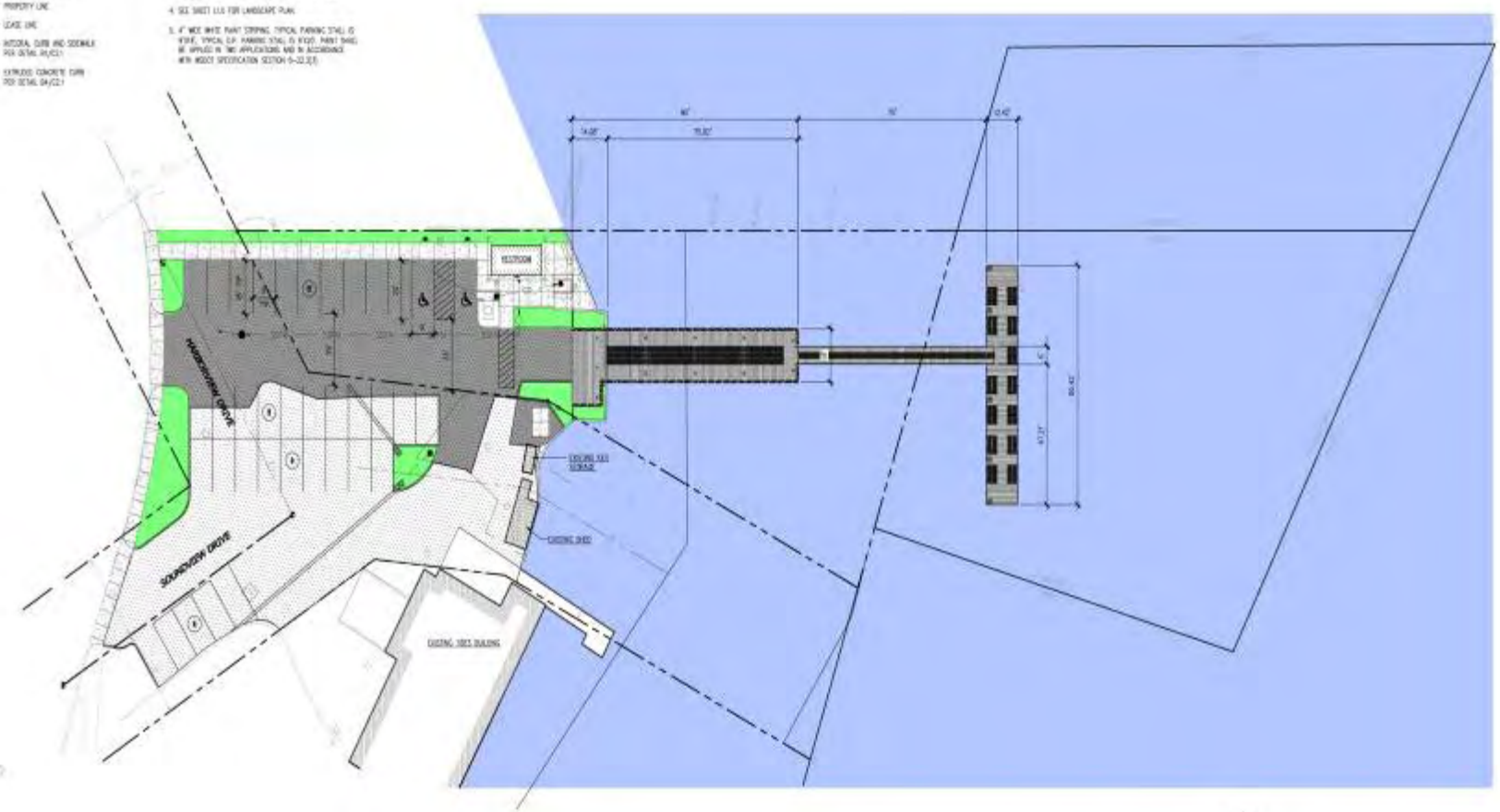
SECTION 08, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M.

LEGEND

- ASPHALT PAVEMENT PER DETAIL A1/C2.1
- 2" ASPHALT OVERLAY PER DETAIL A2/C2.1
- CONCRETE
- PARKING STALL COUNT
- PROPERTY LINE
- LEASE LINE
- INTEGRAL CURB AND SIDEWALK PER DETAIL A1/C2.1
- EXTRUDED CONCRETE CURB PER DETAIL D4/C2.1

NOTES:

1. TOTAL CONTOURS SHOWN ARE APPROXIMATE. TOTAL ELEVATION INFORMATION (G.T. MLLW, MLW, MHHW) PER NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA) PUBLISHED INFORMATION FOR COMMENCEMENT BAY.
2. ADJUST MONITORING WELL LIDS TO MATCH PROPOSED GRADE.
3. ADJUST CATCH BASIN RIM TO MATCH PROPOSED GRADE.
4. SEE SHEET L1.1 FOR LANDSCAPE PLAN.
5. 4" WIDE WHITE PAINT STRIPING. TYPICAL PARKING STALL IS 9'-0"X. TYPICAL C.P. PARKING STALL IS 8'-0"X. PAINT SHALL BE APPLIED IN TWO APPLICATIONS AND IN ACCORDANCE WITH WSDOT SPECIFICATION SECTION 6-22.3(3).



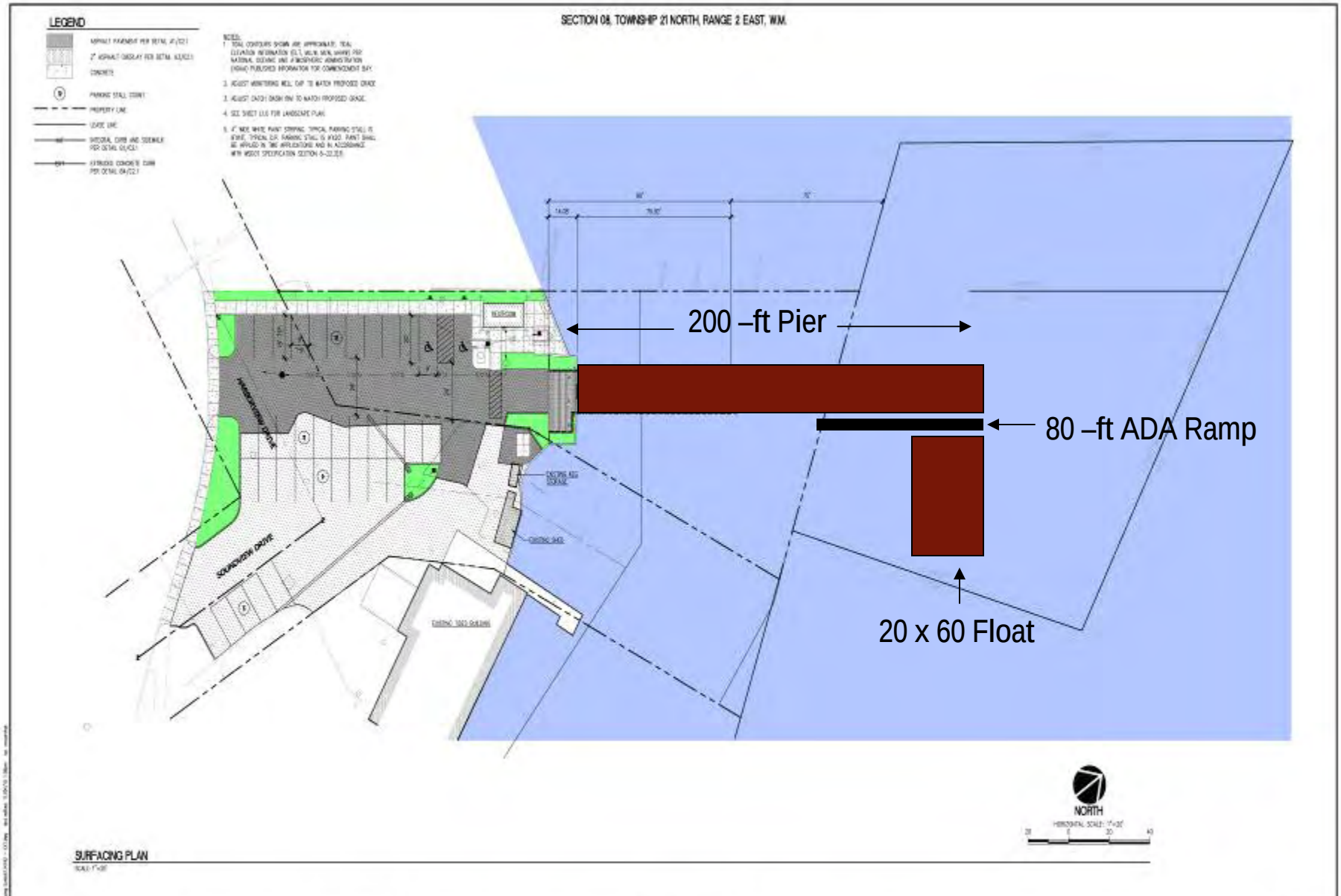
NORTH

HORIZONTAL SCALE: 1"=20'

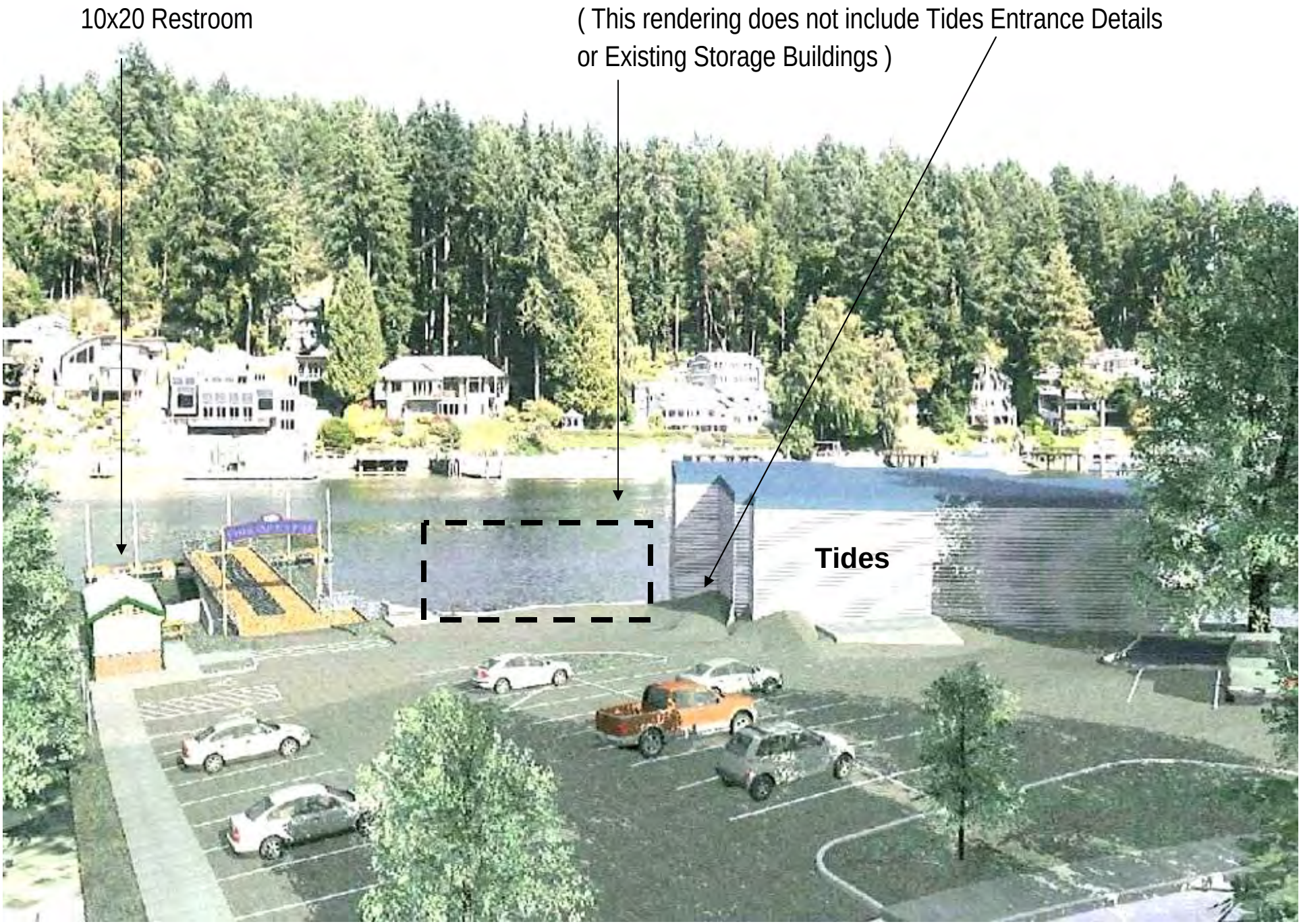
SURFACING PLAN

SCALE: 1"=20'

REVISIONS								
		SITTS & HILL ENGINEERS, INC.	GIG HARBOR "THE MARITIME CITY"	ENGINEERING DIVISION 3510 Grandview Street Gig Harbor, WA 98335 (253) 851-6170	DESIGNED BY: D. FILLMORE DRAWN BY: K. KREISCHER CHECKED BY: K. HARGRAVE APPROVED BY: SCALE: AS SHOWN DATE: 10-01-10	FISHERMEN'S PIER	PERMIT SET SURFACING PLAN	SHEET 8 OF 21	PROJECT NO. CPP-1007 EX1



REVISIONS	SITTS & HILL ENGINEERS, INC.	GIG HARBOR "THE MARITIME CITY" ENGINEERING DIVISION 3510 Grandview Street Gig Harbor, WA 98335 (253) 851-6170	DESIGNED BY: D. FILLMORE DRAWN BY: K. KREISCHER CHECKED BY: K. HARGRAVE APPROVED BY: SCALE: AS SHOWN DATE: 10-01-10	FISHERMEN'S PIER	PERMIT SET SURFACING PLAN	SHEET 8 OF 21	PROJECT NO. CPP-1007 EX1


10x20 Restroom
(This rendering does not include Tides Entrance Details
or Existing Storage Buildings)
Tides

FISHERMEN'S PIER

COUNCIL ACTIONS REQUESTED

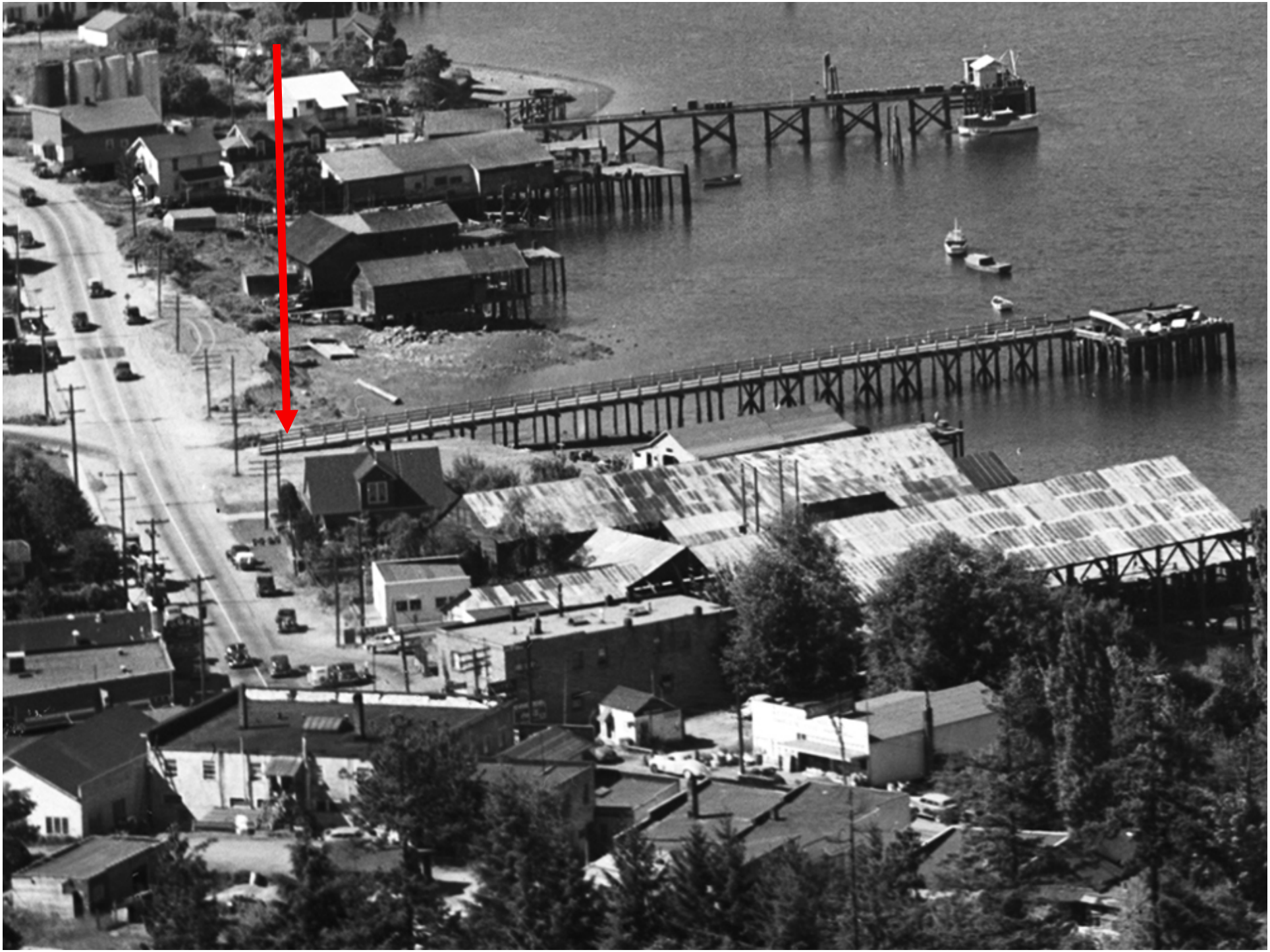
- Move Forward with Permit Application

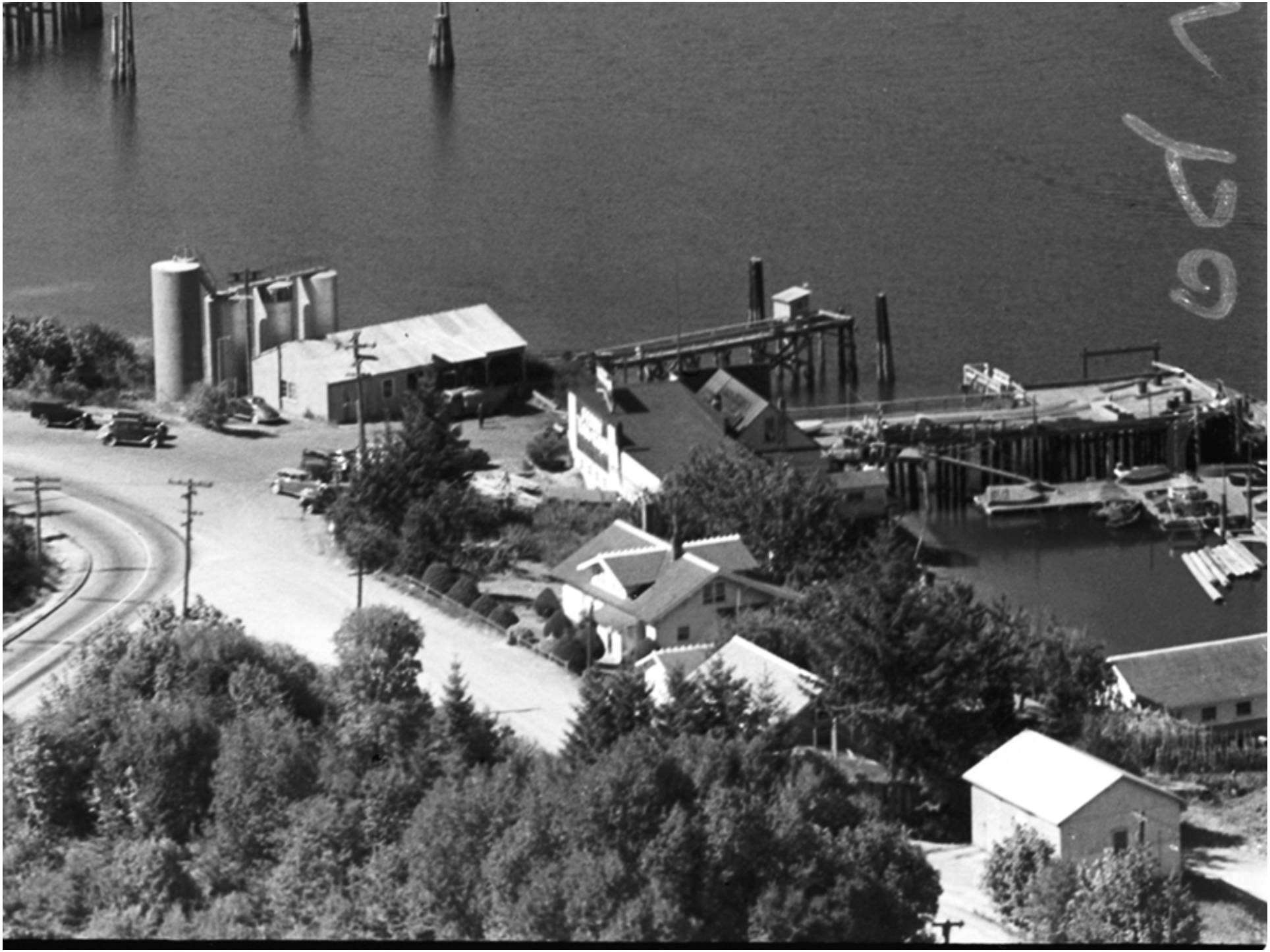
    1) Plumb for **Fuel** (conduit)
    2) Plumb for **Pump-Out Station** (trench pipe)
    3) Apply for **Longer Pier** 200-feet' (deeper water)
    4) Apply for **Larger Float** 20'x 60'

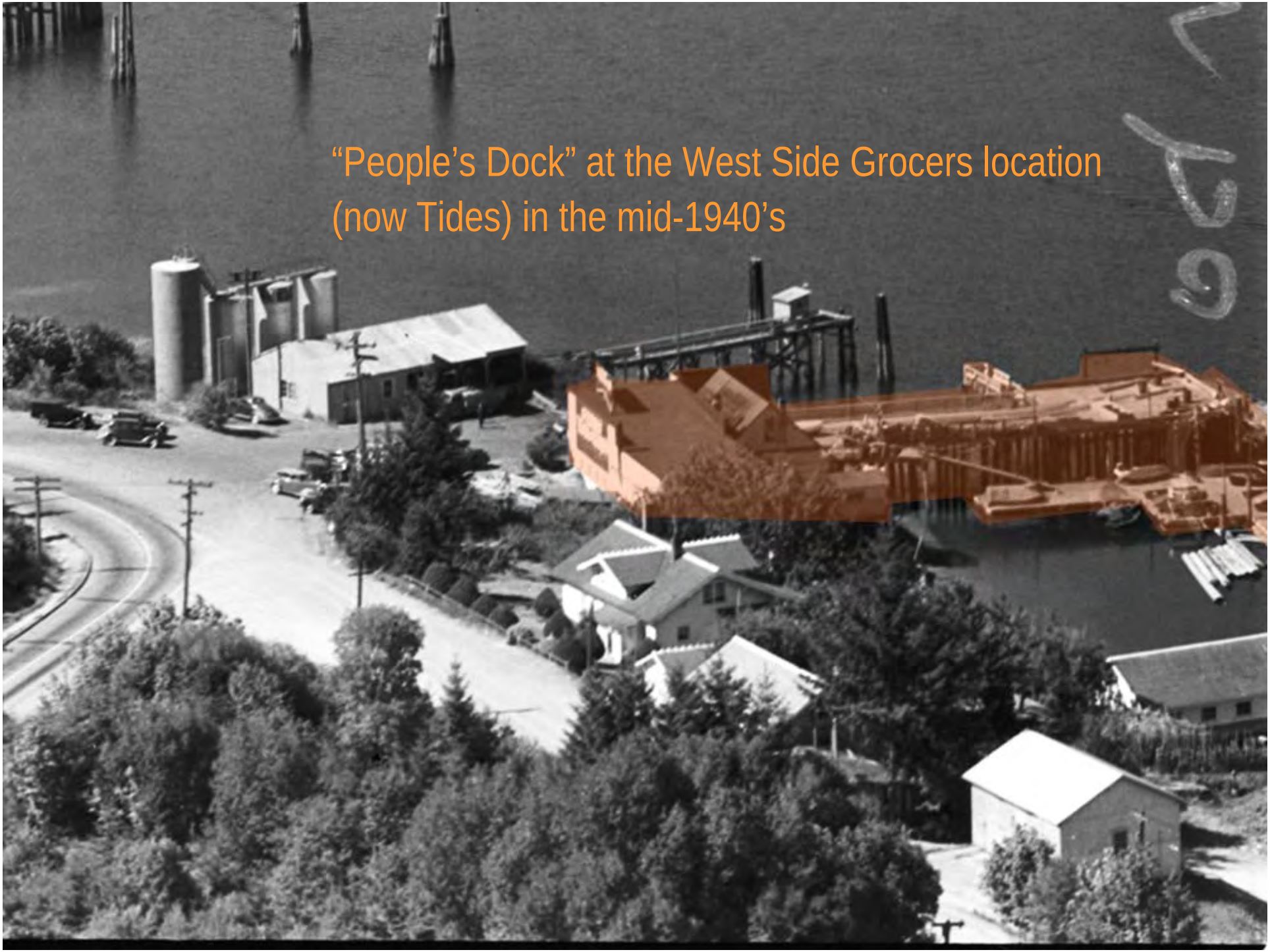
- Fuel Dock – Define **Parallel "Path Forward"**

    1) Discuss Policy Considerations (City-subsidized Fuel Facility?)
    2) Identify Stakeholders Group (GHHWA?, Others?)

“Fishermen’s Wharf” at the bottom of Rosedale in the mid-1940’s






“People’s Dock” at the West Side Grocers location
(now Tides) in the mid-1940’s