

Gig Harbor City Council Meeting

**January 10, 2011
5:30 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, January 10, 2011 – 5:30 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of December 13, 2010.
2. Receive and File: a) Application for Pierce County Comprehensive Plan Amendment; b) Minutes of Operations & Public Projects Committee of December 9, 2010.
3. Liquor License Action: a) License Assumption – Hot Iron Grill; b) Renewals: El Pueblito, Albertson's, Hy lu Hee Hee; and 7 Seas Brewing Co.
4. Agreement for Communications Maintenance Program – Pierce County.
5. Agreement for Transfer of Ownership of Former K-9 Dog.
6. Derelict Boat Interlocal Agreement – Pierce County.
7. Jerisich Dock Park Receptacle Easement.
8. Water Rights Assistance – Contract Amendment/Tom Mortimer.
9. On-Call Development Review – Professional Services – Amendment No. 1 to Consultant Services Agreement / David Evans and Associates.
10. Maritime Pier Long Term Monitoring Plan Implementation – Consultant Services Contract.
11. Extension of Voluntary Furlough Policy.
12. Approval of Payment of Bills for December 24, 2010: Checks #65212 through #65328 in the amount of \$786,609.72.
13. Approval of Payment of Bills for January 10, 2011: Checks #65329 through #65435 in the amount of \$959,442.13.
14. Approval of Payroll for the Month of December: Checks #5809 through #5834 in the amount of \$490,484.39.

PRESENTATIONS:

1. Swearing in Ceremony - Sergeant Sharon Cox.
2. Greenhouse at Wilkinson Farm – Barbara Carr.
3. Crescent Creek Park Play Structure Update - Robyn Denson, Parks Commissioner.

OLD BUSINESS:

NEW BUSINESS:

1. Art Policy

STAFF REPORT:

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

1. 2011 Council Committees and Selection of Mayor Pro Tem.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Civic Center Closed Mon. Jan. 17th in observance of Martin Luther King Day.
2. OPSS Committee – Thur. Jan. 20th at 3:00 p.m.

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – DECEMBER 13, 2010

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

CALL TO ORDER: 5:30 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

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

Mayor Hunter announced that item number 17 was being moved to New Business for further discussion.

MOTION: Move to approve the Consent Agenda as amended.
Conan / Malich – unanimously approved

Mayor Hunter introduced Martha Reisdorf, new member of the Gig Harbor Arts Commission.

PRESENTATIONS:

1. Swearing In Ceremony: Officer Carson Abell and Reserve Officer Lynn Mock. Chief Mike Davis introduced Officer Carson Abell and gave a brief overview of his background. Mayor Hunter performed the swearing in ceremony.

Chief then asked Reserve Officer Lynn Mock to come forward. He spoke highly of her tenure with the department as the CSO; a position lost due to budget constraints. Mayor Hunter performed the swearing in ceremony.

2. DUI Task Force Award – Officer Raquel Brunson. Chief Davis asked Officer Brunson to come forward and be recognized for her dedication and efforts in the high number of DUI arrests she made in 2010.

3. Design Review Board – Green First. Chair of the DRB, Darren Filand introduced the members of the Design Review Board present: Rick Gagliano, John Jernejcic, David Fisher and Kay Paterson. Mr. Filand presented a PowerPoint presentation on the DRB's efforts to come up with strategies for improving plat layout and design to better integrate and retain existing trees and vegetation.

Council was complimentary of these efforts with the caveat that any buffering adjustments adjacent to existing residential areas be carefully considered. Tom Dolan explained that there is a recommendation that this be placed on the Planning Commission Work Program for 2012.

Certified Emergency Manager Designation - Recognizing Dick Bower, Building / Fire Safety Director. Mayor Hunter recognized Dick for achieving the designation of CEMP and the Accredited Code Official certificate. He stressed that the city is very lucky to have someone of Dick's caliber and talent working here.

4. Permit Portal Dashboard Presentation. Permit Coordinator Patty McGallian demonstrated the web-accessed Permit Portal Dashboard program. She explained the value of this new program that allows contractors, managers and staff to access timely information about construction projects and the ability to produce real-time reports on many different topics.

OLD BUSINESS:

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

Jennifer Kilmer – GHP History Museum. Ms. Kilmer voiced her appreciation for consideration of this text amendment that would allow the museum to better market

their programs. She answered Council questions regarding the size and placement of banners.

MOTION: Move to adopt Ordinance No. 1203 as presented.
Payne / Ekberg – unanimously approved

2. Public Hearing – Maritime Pier Parking Lot and Pier Conceptual Design. Mayor Hunter gave a brief overview of three objectives for this site: 1) to construct a parking lot; 2) to plan for a future public pier; and 3) to plan for a future public restroom. He discussed three options for restroom locations offering pros and cons for each site. He recommended moving forward with a pier design after receiving direction from the January 12th Multi-Agency meeting, locating the public restroom at street level, and to submit the plans to construct a parking lot in 2011.

City Administrator Rob Karlinsey continued with an overview of two conceptual drawings; one that came about as a result of the Stakeholders meeting and the other from the city's consultant, Larry Lindel for a maximum over-water coverage pier. He then showed conceptual illustrations for three restroom locations. When considering the offer by Peter Stanley to pay for construction of a restroom adjacent to his storage shed, Mr. Karlinsey stressed that there are several issues to be resolved.

Senior Planner Jenn Kester explained that it would be difficult to move forward with permitting two alternatives; both would have to be completely designed which would be an added expense.

Council and staff discussed the results of locating the restroom other than adjacent to the Tides. Mr. Karlinsey recommended that the city enter into negotiations with Mr. Stanley for a long-term right of way use agreement.

Mayor Hunter opened the public hearing at 7:10 p.m.

Gary Glein – 3519 Harborview Drive. Mr. Glein encouraged Council to look at this site with the long-range use in mind. He recommended maximum marina uses and said he supports parking enhancements next year. He stressed that the January 12th meeting is very important and will guide the future design of a pier, as will the cost of construction.

David Morris. Mr. Morris said he would reserve his comments for later.

Peter Stanley – owner of the Tides Tavern. Mr. Stanley said if Council chooses to locate the restrooms other than adjacent to his shed and works with him to keep his structure on city property he would add a gable roof and new siding. He said that the information on the three restroom locations was well-presented by staff. He continued to explain that if he could come to a long-term agreement with the city to co-locate the restroom then there are several concerns to be addressed which would add to the design timeline.

There was discussion on locating the ridge-line of the roof to enhance the view corridor as much as possible.

Dr. Robert Martin – 5918 78th Ave NW. Dr. Martin supported the comments by Gary Glein for a multi-use pier, parking lot and public restroom. He said that the city doesn't have a fuel dock which is a short-coming; a fuel dock would make Gig Harbor a premier harbor. He encouraged Council to keep that use in mind.

David Morris. Mr. Morris stressed that only one design had been approved by the stakeholders. He said that he is representing the Morris Dock and they don't approve of the other conceptual design because it encroaches on the navigational channel. He said he tends to prefer co-locating the restroom with the Tides shed because Option 1 could be the future site for a fuel facility. He also said that the topography lends itself to underground tanks. He responded that either concept would work well with backing down.

Greg Lovrovich – 5210 72nd Ave NW. Mr. Lovrovich said that his concern is for the new pier to be functional for the fishermen. He explained that with the longer trailers, it should be a straight-down approach to the pier. He also said that the parking lot should allow room to turn around. He said he hopes to stay involved in the process.

Guy Hoppen – 8402 Goodman Drive. Mr. Hoppen said that he and Greg were co-founders of the pier committee years ago. He said that he isn't clear on the difference in the two conceptual drawings. He stressed that the design should ensure that the float is out past the 10 foot depth-line.

There were no further public comments and the hearing closed at 7:28 p.m.

Consultant Larry Lindel addressed several Council questions regarding the dock extending into the navigation lane, occupancy loads, public attendance allowed at the multi-agency meeting, and if a larger number of pilings is harder to permit.

Mayor Hunter said he thinks there is concurrence that the city should apply for the maximum over-water pier when they attend the January 12th meeting. He emphasized that there is no funding to construct a pier and it could be ten years before something is built. He recommended Option 2 keeping in mind multiple uses.

Councilmember Young stressed that the focus should be on size and not the design quite yet.

MOTION: Move to approve future public pier concept with maximized over-water coverage and open to future uses.
Payne / Malich – unanimously approved.

MOTION: Move to approve the parking lot design as permitted subject to the placement of the restroom
Ekberg / Conan – unanimously approved.

Mayor Hunter spoke in support of the Tides Tavern then voiced concern with placement of the restroom at the water. He talked about structural issues, the risk of soil contamination and public perception that it would be “the Tides’ restroom.” He continued to mention maintenance, hours of operation and high traffic as reasons that the restroom should be placed up at the street level. He said he discussed site distance concerns with a representative from The Threshold Group.

Councilmember Ekberg asked about the loss of parking stalls with the street location. He mentioned the attractiveness of Mr. Stanley’s offer to pay for a restroom. Rob Karlinsey clarified that it isn’t Mr. Stanley’s goal to build a restroom but to preserve his shed. Mr. Stanley is proposing that if he can obtain a long-term lease on the shed he will “pretty up” his shed and would be willing to financially participate with the city to bring a restroom to the site even though it’s not co-located with the shed.

Peter Stanley said that you can’t see the restrooms from the street in Options 1 and 2. He said he understands the practicality of placement of the restroom at the top but it doesn’t look good as you drive down Soundview. He suggested that if the restroom is to be brought up to sidewalk level it could be placed across the street or closer to the merchants. He said he would be happy to be involved, and then added that he prefers Options 1 or 2 with placement just below grade.

Councilmember Young agreed with preserving the site line on this prominent parcel. He acknowledged the concerns brought up by the Mayor, but said the practicality of consolidation, the offer by Mr. Stanley to participate, and the fact that the Tides is a marketing draw lead him to support either Option 1 or 2.

Councilmember Payne asked for clarification on the stormwater access and engineered bulkhead.

Councilmember Conan said that Option 3 distracts from the view corridor and because of the financial conditions, Option 2 would allow the restroom to be built sooner. He said that he isn’t so concerned with the public perception or vandalism as this site will be watched more closely than some of the more remote public restrooms.

Councilmember Kadzik said that he strongly supports Option 2 for the financial support offered and the protection of the view corridor.

Councilmember Franich pointed out that until negotiations with Mr. Stanley take place we don’t know how much Option 2 will cost the city.

MOTION: Move to accept Option 2 provided we have an agreement with Mr. Stanley and that they minimize the obstruction of the view as much as possible.
Malich / Kadzik -

After further discussion, Councilmember Payne offered a friendly amendment to the motion that upon final negotiation of scope and cost sharing proposal with Mr. Stanley, the proposal will come back to City Council for final approval.

Councilmember Franich asked if the proposal is not acceptable if Council will reconsider options. Councilmembers concurred.

AMENDED MOTION: Move to accept option 2 provided we have an agreement with Mr. Stanley and that they minimize the obstruction of the view as much as possible. Upon final negotiation of scope and cost sharing proposal with Mr. Stanley, the proposal will come back to City Council for final approval.
Malich / Kadzik – unanimously approved.

NEW BUSINESS:

1. Approval of Planning Commission Work Program. Senior Planner Jenn Kester explained that three recommendations for order of consideration came from review of the program by the Mayor, the Planning and Building Committee, and the Planning Commission. The primary difference in the recommendation is where the private party application for amending the gross floor area in the C-1 zone falls.

MOTION: Move to accept the Mayor's recommendation.
Ekberg / no second to the motion.

MOTION: Move to accept the Planning and Building Committee's recommendation.
Conan / Kadzik – five voted yes. Councilmembers Ekberg and Malich voted no.

2. Public Hearing and Resolution – Six Year Transportation Improvement Program (TIP). Senior Engineer Emily Appleton introduced the information and provided a summary of the project list. She explained that recent suggestions presented to the Operations and Public Projects Committee were not consistent with the city's Comprehensive Plan and could not be included.

Councilmember Young left the meeting at 8:14 p.m.

The Mayor opened the public hearing on the Six Year TIP at 8:16 p.m. No one came forward to speak and the hearing closed.

MOTION: Move to approve Resolution No. 853 adopting the 2011-2016 Six-Year Transportation Improvement Program.
Payne / Kadzik – unanimously approved.

3. Amendment to Eddon Boatyard Lease Agreement – GH Boatshop.
Councilmember Ekberg recused himself from the discussion due to a business association with the Gig Harbor Boatyard. He left the Council Chambers at this time.

City Administrator Rob Karlinsey presented the background for an amendment that would allow Gig Harbor Boatshop to negotiate the terms for use of a completed marine railway and dock. If acceptable terms cannot be reached, they may opt out of the 20-year lease. He described the proposed use of the float. Lita Dawn Stanton read the changes to the amendment proposed by the OPPs Committee.

Councilmember Franich said the OPPs Committee reached consensus but said he wanted to go on record with his concerns on disturbing the cap on the contaminated areas, equal access for all vessels, and the length of the lease. There was further discussion on what could occur on the remainder of the pier. Mr. Karlinsey suggested that the city may want to develop its own policy.

MOTION: Move to approve the Amendment to the Eddon Boatyard Lease Agreement with the amendments as proposed by the OPPs Committee.
Malich / Conan – unanimously approved.

Councilmember Ekberg returned to the Council Chambers.

STAFF REPORT:

1. Fire Inspection Update. Building / Fire Safety Director Dick Bower presented a brief history of the city's fire inspection program and efforts to continue these inspections. He said that Pierce County Fire Marshal's office would perform the service for \$50,000 a year; \$20,000 of that would be funded through a recent increase in the business license fee and the remainder from the General Fund. Another option is for the Pierce County Fire Protection District #5 to perform the service at the same cost. He asked Council for direction.

Councilmembers Franich and Kadzik both said they pay Pierce County \$50 a year for this inspection at their place of business and asked why the city should absorb this expense. There was discussion on the actual cost of inspections. Mr. Bower explained that in the past the city charged a \$40 fee but due to the unpopularity the charge was rescinded and the inspections were done for free.

Councilmember Ekberg said that in Tacoma the inspection fee is rolled into the business license fee. He said that the inspections are important and we should pursue the Pierce County option. Councilmember Conan said he would like to move forward with contracting with Pierce County and continue to explore other options. Mr. Bower

explained that he is talking to Kitsap County to come up with a hybrid program to reign in the cost and to focus on the most hazardous businesses.

Councilmember Malich voiced opposition to using General Fund dollars and said he supports such options as charging by square footage. Councilmember Payne said he favors moving forward with a contract with Pierce County and continue to explore options.

2. PEP-C Map Your Neighborhood Program. Dick Bower explained that the city discontinued contracting with Pierce County for emergency management and neighborhood preparedness. In order to bring back a neighborhood based emergency preparedness program he has been working with PEP-C and GHHS Senior Justin Bonnell to develop an alternative community volunteer-oriented program. He introduced Justin and gave an overview of the Map Your Neighborhood Program.

Justin Bonnell – Senior at Gig Harbor High School. Justin explained that he made this his Senior Project because it involves government. He attended Boys' State this summer and wanted to take what he learned and put it to work in this program. He said that the goal of Map Your Neighborhood is to develop an easy-to-use program. He has been working on the facilitator's guide to be used by the neighborhood leader to focus on what to do in the event of a disaster.

Mr. Bower praised Justin and his efforts saying this is something that will have lasting results. He announced that the first presentation for Spinnaker Ridge is coming in January and encouraged others to get their neighborhoods involved.

Rob Karlinsey thanked PEP-C and Dick for the great job he is doing in spite of declining revenues and resources.

3. Flood Control District. Rob Karlinsey announced that attorney Wayne Tanaka has filed an appeal on behalf of the city. Senior Engineer Jeff Langhelm attended a meeting by the Pierce County Boundary Review Board this morning, but he has not reported back the results. Mr. Karlinsey said that he believes that they voted to implement a \$5 per parcel planning fee.

4. Weekend Public Works Activities. Rob reported that the WWTP reported taking on 1.5 million gallons of water during yesterday's rainstorm and handled it well. The heavy rains caused a portion of the land bridge at the Cushman Trail north of Rosedale to become compromised. The trail is closed until the issue can be addressed through the County's contractor bond and temporary stabilization efforts.

5. Metagenics Ribbon Cutting this Friday at 11:00 a.m. Rob encouraged Council to attend.

PUBLIC COMMENT: None.

MAYOR'S REPORT / COUNCIL COMMENTS:

Mayor Hunter reported on the success of the Eddon Boat Ribbon Cutting Ceremony.

Councilmember Kadzik wished everyone a Merry Christmas and Happy New Year. He said that he and Councilmember Payne agree that Staff needs a lesson in negotiations because we gave away the farm today.

ANNOUNCEMENT OF OTHER MEETINGS:

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

ADJOURN:

MOTION: Move to adjourn at 8:55 p.m.
Conan / Malich – unanimously approved.

CD recorder utilized: Tracks 1002 – 1036

Charles L. Hunter, Mayor

Molly Towslee, City Clerk



Subject: Application for Pierce County Comprehensive Plan Amendment.

Proposed Council Action: Receive and File

Dept. Origin: Planning

Prepared by: Jennifer Kester
Senior Planner *JK*

For Agenda of: January 10, 2011

Exhibits: Maps

Initial & Date

Concurred by Mayor:

CLH 1/6/11

Approved by City Administrator:

POK 1/6/11

Approved as to form by City Atty:

email

Approved by Finance Director:

N/A

Approved by Department Head:

TD 1/6/11

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

The City will be applying for an amendment to the Pierce County Comprehensive Plan to resolve two issues with the mapping of the Urban Growth Area in Gig Harbor Bay, Henderson Bay, Colvos Passage and Tacoma Narrows. Pierce County considers amendments to its UGA on a two-year cycle, with 2011 being a review year and January 18th being the application submittal deadline.

First, the City would like the UGA boundary amended to include the entirety of Gig Harbor Bay. The currently mapped UGA hugs the ordinary high water mark of the bay, leaving the bay itself as a rural designation, except where it has been annexed to the City. Under the current configuration, the City could not annex the entire bay as it is not in the urban growth area. If the city were to annex the uplands of East Gig Harbor Bay today, waterfront property owners would permit their home through the city and permit their dock through the County. This amendment is intended to avoid this situation as well as allow the city to annex the bay to give the City complete control over the waters in the bay. The enclosed map shows the proposed new UGA boundary.

Second, the City is requesting an amendment to the County's development regulations to help implement the above UGA map amendment as well as other shoreline zoning issues. In general, Pierce County mapping is such that tideland parcels and portions of upland parcels that extend into tidelands are not shown as zoned or in the UGA. This is very evident in along Henderson Bay and Tacoma Narrows. This lacking of mapping of tidelands led to only the upland portion of parcels along Henderson bay being annexed to the City as part of the

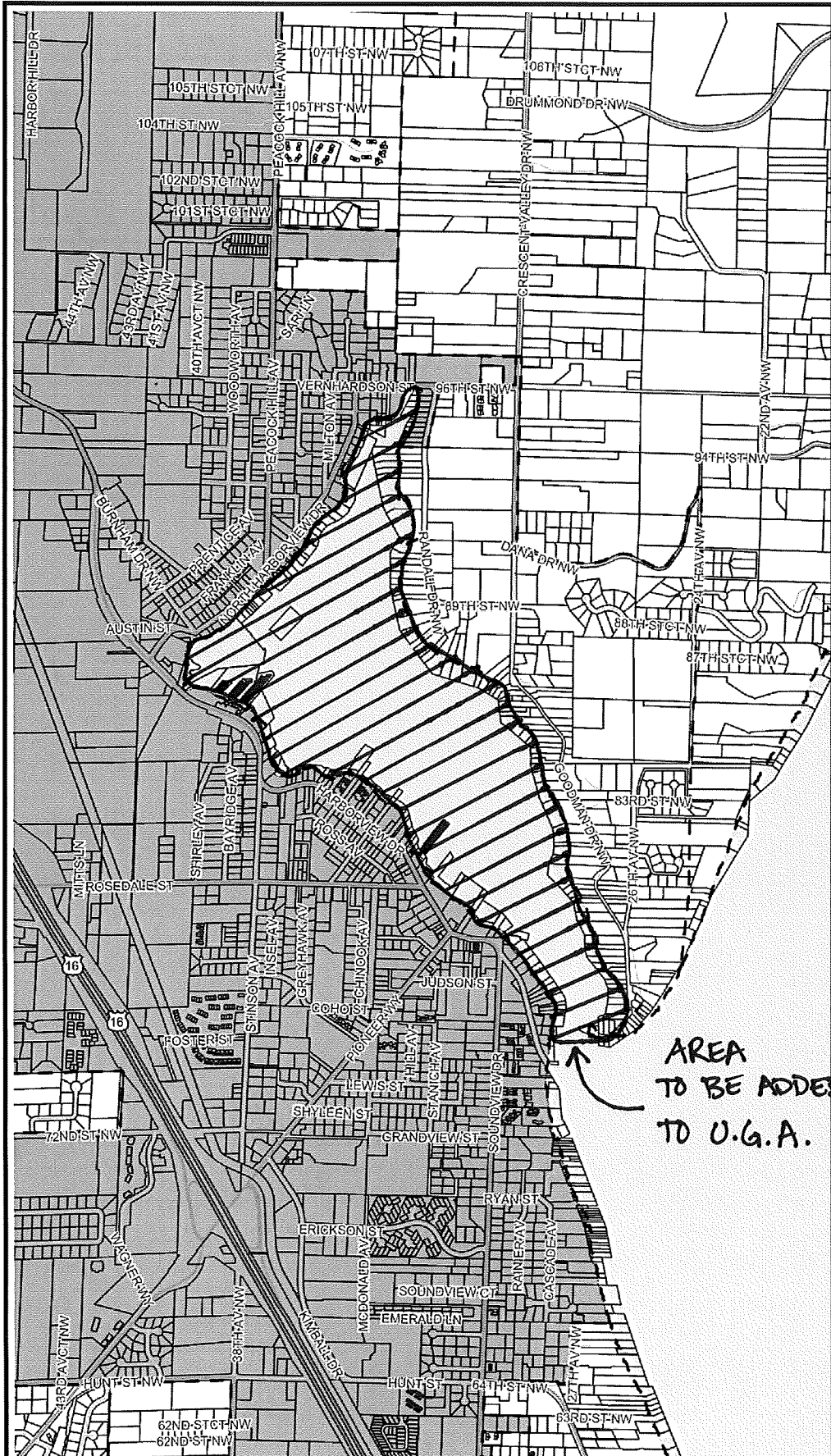
Burnhan/Sehmel annexation (see enclosed map). The tidelands of these parcels are still in the County and as described above, upland permitting will be done in the City, but tideland permitting (docks, etc.) will be in the County. The City is requesting the County change its Zoning Atlas Interpretation of Boundaries section so that unmapped tidelands will be considered within the same zoning classification or urban growth area designation as the adjacent upland (PCC 18A.33.030(C)(3)). If this changed is approved by Pierce County, the next time the City annexes waterfront property, all adjacent tidelands will also be annexed.

Planning staff has met with Pierce County Planning staff regarding both issues and Pierce County Planning is generally supportive of these amendments.

FISCAL CONSIDERATION

None.

Gig Harbor Bay UGA Amendment



Map Legend

- ☐ Tax Parcels
- ▲ Urban Growth Boundaries
- Roads
 - Interstate
 - Limited Access State Routes
 - Other State Routes
 - Ramps
 - Major Arterial
 - Collector
 - Local Access
- ☉ Puget Sound (generalized)
- Cities in Pierce County

AREA
TO BE ADDED
TO U.G.A.

0 800 1600 ft.



1/5/11 1:39 PM



'THE MARITIME CITY'

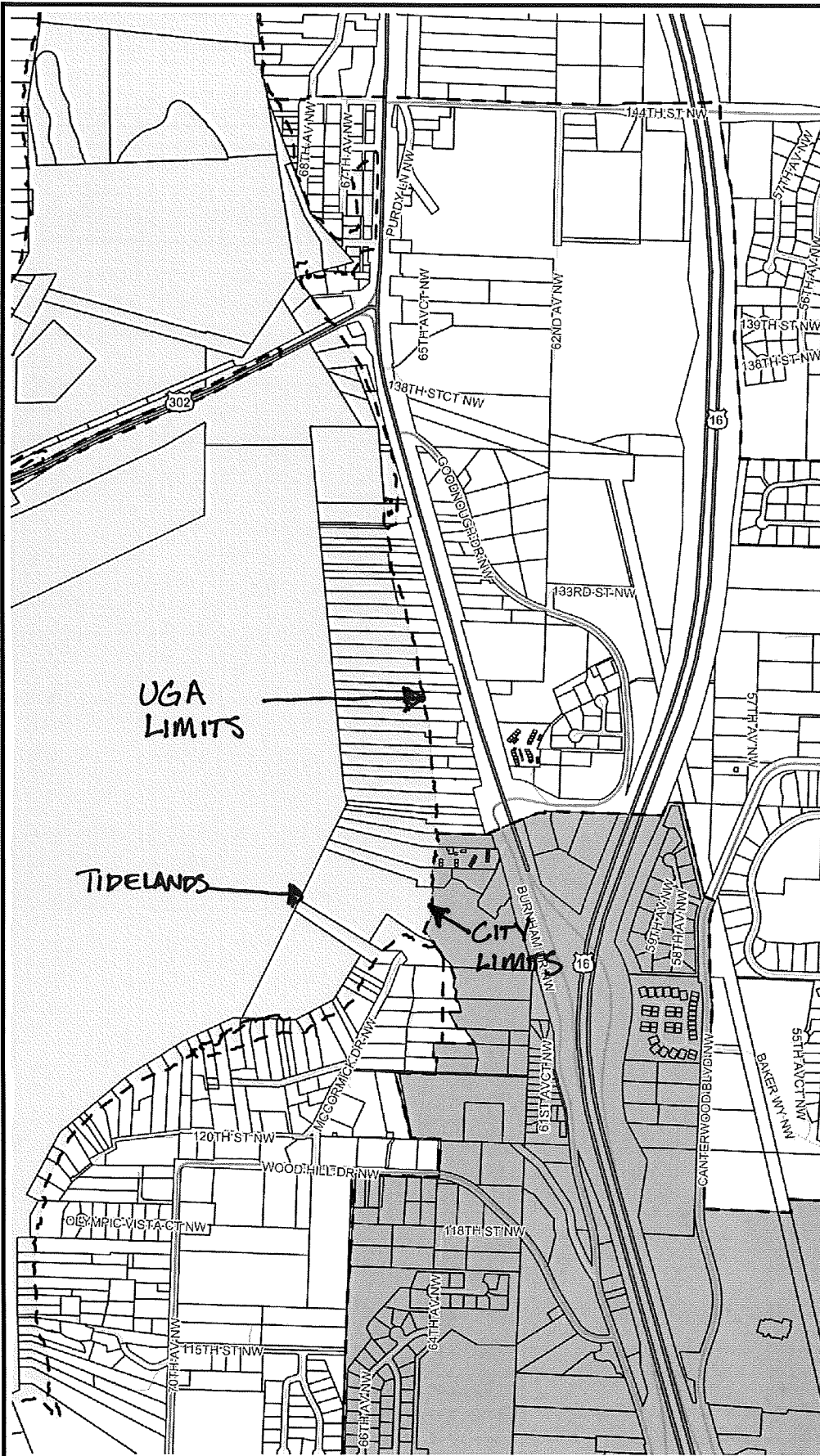
The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. The orthophotos may not align with other data. The County assumes no liability for variations ascertained by actual survey.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

City and UGA limits

Henderson Bay

Map Legend

- Tax Parcels
- ▲ Urban Growth Boundaries
- Roads
 - Interstate
 - Limited Access State Routes
 - Other State Routes
 - Ramps
 - Major Arterial
 - Collector
 - Local Access
- Puget Sound (generalized)
- Cities in Pierce County



0 600 1200 ft.



1/5/11 11:58 AM



'THE MARITIME CITY'

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



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

DATE of MEETING: December 9, 2010

TIME: 3:02 pm

LOCATION: Public Works Conference Room

MEMBERS PRESENT: Councilmembers Payne, Malich, and Franich (by conference call)

STAFF PRESENT: City Administrator Rob Karlinsey; Sr. Engineer Emily Appleton; PW Supervisor Marco Malich; Special Projects Coordinator Lita Dawn Stanton; Asst. Clerk Maureen Whitaker

OTHERS PRESENT: None.

SCRIBE: Maureen Whitaker

1. CUSHMAN TRAIL STREETLIGHTS AT ROSEDALE.

DISCUSSION POINTS

Marco Malich presented options and costs for adding two decorative streetlights at the Cushman Trail connection on Rosedale Street. Currently there are two Peninsula Light cobra style streetlights where the trail ends on Rosedale and at the crosswalk that reconnects to the trail. Mr. Malich suggested installing two 20-ft. decorative streetlights that cost approximately \$6,000 each. He also recommended that placing curb and gutter would improve safety. Emily Appleton said that some of these improvements could possibly be tied into a recent \$200,000 grant awarded by the Transportation Improvement Board (TIB) for adding curb, gutter and sidewalk on the north side of Rosedale between Shirley Ave. and Skansie Ave. These improvements were unbudgeted in 2011, however the city will review the general fund ending balances in February 2011 and make a recommendation to Council for consideration of award of design in 2011 in the estimated amount of \$75,000 should the ending fund balance have sufficient monies available. In discussions with TIB, the city must use these grant funds within two years of selection by November 2012 or forfeit the grant funds.

Councilmember Franich asked what else could be done to improve pedestrian safety in the area of the trail connection. He stated that he would like to see illuminated signs installed for pedestrian crossing. Councilmember Payne suggested that the city might want to look into a different standard for in-pavement crosswalk illumination lighting that has more intense blinking lights as well as other options for lighted crosswalk signage. Councilmember Franich suggested to include Stinson and Harborview as well as Pioneer and Harborview as locations for consideration of better illumination.

RECOMMENDATION / ACTION / FOLLOW-UP

The committee requested that staff look into other in-pavement illumination and overhead pedestrian lighting options and bring back for discussion on a future agenda.

2. GIG HARBOR BOATSHOP – ADDENDUM TO LEASE AGREEMENT.

DISCUSSION POINTS

Lita Dawn Stanton passed out photos of the newly completed pier and briefly discussed the ribbon cutting ceremony that was to take place on the upcoming Saturday. The Gig Harbor BoatShop (GHB) has requested an addendum to their 20-year lease agreement. As identified in the current lease agreement with the city, once the dock and railway is constructed, GHB could enter into negotiations to use the dock or railway. GHB has entered into negotiations with the city and is requesting the easternmost side of the float be restricted for GHB programming purposes. The other two sides (north and south) would be designated for 3-hour transient moorage for hand-powered watercraft only. Ms. Stanton also indicated that the addendum would allow GHB to reserve the north side when available. Councilmember Malich stated that he had a problem with limiting the use to hand-powered boats. Ms. Stanton explained that due to the cleanup action there, a cap has been placed which should not be disturbed or damaged, especially when low tides occur, thus limiting motor powered vessels. The conditions of the lease also state that if both parties could not come to an agreement to their liking, GHB could opt out of the lease.

Mr. Karlinsey said that due to the stipulations of the cleanup and the cap that is in place, it is risky to allow anything there at all. He has concerns about deep keels and transoms that could destroy the cap and a low tide creates an even greater concern.

Councilmember Payne agreed that the city should not encourage motorized vessels due to the cost of the cleanup. He further added, as stewardship of this \$2M cleanup investment, we should be very careful what we allow here. If we invite greater intensity and use, we run the risk of disturbing the cap. Councilmember Payne further stated that the city should continue to support the GHB. The boat building structure has been saved and there is now has a plan for ongoing historic use with their needs balanced against the public needs.

Councilmembers Franich and Malich did not like the restricted use language in the addendum. Councilmember Payne suggested a small revision to Section 21 and the committee agreed.

RECOMMENDATION / ACTION / FOLLOW-UP

Change language in Section 21 to from “City” needs to “Public” needs. When presenting this addendum to full Council, it should be placed under New Business.

3. SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM (TIP).

DISCUSSION POINTS

Emily Appleton presented the proposed Six-Year TIP for 2011-2016. She explained adoption of the Six-Year TIP does not directly affect the city’s finances as the fiscal impacts will be reviewed during the annual budgeting process and discussed with the anticipated Transportation Impact Fee schedule update. She further stated that depending on the availability of the funds and other considerations, at any time the Council may elect to fund more or fewer projects, and/or change project priorities.

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

1. Removing the “**SR-16 / Borgen / Canterwood Hospital Mitigation Improvements**” project that was completed in 2010. It should be noted that the construction contract for this project was completed several hundred thousand dollars under the awarded contract amount.
2. Adding four projects that were recommended after rigorous analysis in the SR16/Burnham/Borgen IJR Traffic Report prepared for the City by H.W. Lochner in 2010. The four projects added were the **Sehmel/Burnham Right Turn Pocket** (Priority #2), **Metering the Roundabout at SR16/Burnham Interchange** (Priority #27), **Restripe Burnham Bridge to Four Lanes** (Priority #28), and **Pedestrian Bridge over SR16** (Priority #29).
3. Changing the priority of the “**Olympic / Pt. Fosdick Intersection Improvements**” project from No. 10 to No. 3 to reflect a more immediate need for additional capacity at the intersection due to the proposed redevelopment of the Safeway site.
4. Combining “**Donkey Creek Daylighting**” and “**Harborview/N. Harborview Intersection Improvements**” projects into “**Donkey Creek and Harborview/N. Harborview/Austin**” project and adjusting the expenditures and funding to be consistent with the federal grant.
5. Updating the phase start dates, project costs and expenditure schedule to incorporate 2011 budgeting information and funding estimates and to balance annual projected expenditures. These changes also reflect a strategy to use local funds for minimal preliminary design in an effort to develop projects to a stage that facilitates applying for state or federal funding for future phases.

Ms. Appleton said that priorities and timing don't always mesh due to pedestrian funding opportunities and Council priorities. She said that the TIP must be consistent with the Comp Plan, so we cannot arbitrarily add projects and further stated that the time to do this is when the Comp Plan is updated. Councilmember Malich recommended four road extensions for consideration:

1. Ross Ave to Tarabochia
2. Tarabochia to Chinook.
3. Borgen Blvd. to Crescent Valley (already on the TIP)
4. Vernhardson to Burnham Drive

RECOMMENDATION / ACTION / FOLLOW-UP

Ms. Appleton will present to City Council for approval on December 9th.

Meeting adjourned at 4:15 p.m.

Respectfully submitted:

Maureen Whitaker

NOTICE OF LIQUOR LICENSE APPLICATION



RETURN TO:

WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov
DATE: 12/27/10

TO: MOLLY TOWSLEE, CITY CLERK

RE: ASSUMPTION

From J & S IRON CORP
Dba HOT IRON 750

APPLICANTS:

HOT IRON GIG HARBOR LLC

KOO, JA H 1949-09-12

KOO, SUN K 1954-06-07
(Spouse)

License: 400916 - 1U County: 27
UBI: 603-066-223-001-0001
Tradenname: HOT IRON
Loc Addr: 5500 OLYMPIC DR NW STE A-109
GIG HARBOR WA 98335-1489

Mail Addr: 4584 RUTHERFORD CTR SW
PORT ORCHARD WA 98367-6428

Phone No.: 253-839-3873 JAH KOO

Privileges Applied For:

BEER/WINE REST - BEER/WINE

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

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

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 01/06/2011

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20110430

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. LA FAMILIA LOPEZ, INC.	EL PUEBLITO FAMILY MEXICAN RESTAURANT 3226 HARBORVIEW DR STE 7 GIG HARBOR WA 98332 2182	358890	SPIRITS/BR/WN REST LOUNGE +
2. NEW ALBERTSON'S, INC.	ALBERTSON'S NO. 406 11330 51ST AVE NW GIG HARBOR WA 98332 7890	083474	GROCERY STORE - BEER/WINE BEER AND WINE TASTING
3. GNAS 2 CORP.	HY IU HEE HEE 4309 BURNHAM DR GIG HARBOR WA 98335 0000	367497	SPIRITS/BR/WN REST LOUNGE -
4. 7 SEAS BREWING LLC	7 SEAS BREWING COMPANY 3207 57TH ST CT NW UNIT B GIG HARBOR WA 98335 0000	404873	MICROBREWERY



Subject: Agreement for communications maintenance program with Pierce County

Dept. Origin: Police Department

Prepared by: Chief Mike Davis *MD#1*

For Agenda of: January 10, 2010

Exhibits: See attached agreement

Proposed Council Action: Approve agreement

Initial & Date

Concurred by Mayor: *CLH*

Approved by City Administrator: *ROK*

Approved as to form by City Atty: _____

Approved by Finance Director: *DR* 12.28.10

Approved by Department Head: *MD#1*
12/28/10

Expenditure Required	\$1,000	Amount Budgeted	\$1,000	Appropriation Required	0
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INFORMATION / BACKGROUND

Attached is the yearly renewal of an ongoing communications maintenance agreement between the City of Gig Harbor and Pierce County. We budget \$1,000.00 a year to cover any unanticipated repair costs to our communication system during the upcoming year.

RECOMMENDATION / MOTION

Move to: Approve the attached agreement for communications maintenance with Pierce County



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

Tim Lenk
Program Manager

December 17, 2010

MEMO

TO: Radio Communications Maintenance Contracting Agencies

*City of Big Harbor
Chief Mike Davis*

FROM: Edward Munoz 253 798-7009
Radio Communications Supervisor
Ellie Robertson 253 798-3613
DEM Accountant

**SUBJECT: Pierce County Radio Communications
Annual Radio Equipment Maintenance Agreement 2011**

Attached is the agreement for Radio Communications work for the year 2011.
If you wish to continue to contract with Pierce County Radio Communications for the
year 2011, please sign and return TWO (2) originals to the above address, attn: Ellie.

Once Pierce County signatures are complete, one original will be returned to you.

Should you have any questions or require additional information, please do not hesitate to
contact us. Thank you.

Enclosures

**AGREEMENT FOR COMMUNICATIONS
MAINTENANCE PROGRAM**

AGREEMENT made January 1, 2011, between PIERCE COUNTY, herein referred to as "County," and CITY OF GIG HARBOR referred to as "City".

SECTION I. THE PARTIES

This is a communications maintenance and installation program contract between City and County.

SECTION II. TERM OF AGREEMENT – TERMINATION

This agreement shall commence as of January 1, 2011 and terminate on December 31, 2011. Either party may terminate this agreement upon thirty (30) days written notice.

SECTION III. OBLIGATIONS OF COUNTY

- A. All maintenance, repair, installation, engineering, and upgrading of City's radio communications system previously agreed to by City and County shall be carried out by County, according to time schedules and location of work arrangements to be negotiated by the parties giving due consideration to the immediacy of the need and the workload of the County.
- B. On notice from City, County shall make any repairs necessitated by normal wear and tear resulting from normal operation, whenever such repairs are required for safe and proper operation of radio system unit.
- C. County and its agents and representatives shall at all reasonable times be given access to the radio system unit for the purpose of inspecting, altering, repairing, improving or adding to or removing the same.
- D. The described work on base station and associated equipment will be done on site. Work on all equipment, including portables, will be performed at the County Radio Shop, which shall include installation of radio equipment in all City's vehicles.

SECTION IV. FEES

City shall reimburse the County for its services described above, at the rate of One Hundred Ten (\$110.00) Dollars per hour from 7:30 a.m. through 4:00 p.m., plus time and one-half or double time adjustments required by law, where performed outside these hours as authorized by City. In addition, the County shall be reimbursed its cost plus 20% for all materials and parts provided by County; except that prior written authorization by City shall be required for materials or parts in excess of Five Hundred (\$500.00) dollars. Payment shall be made by City within thirty (30) days of presentation of invoice listing time, parts and materials by the County.



Subject: Approval of an agreement outlining the transfer of ownership of our former Narcotics K-9 Maher to his former handler Officer Chet Dennis.

Proposed Council Action: Approve the attached agreement

Dept. Origin: Police Department

Prepared by: Chief Mike Davis *MD#1*

For Agenda of: January 10, 2011

Exhibits: See attached agreement

Initial & Date

Concurred by Mayor: *MDH 1/4/11*

Approved by City Administrator: *RSK 1/3/11*

Approved as to form by City Atty: *Via email*

Approved by Finance Director: *DR 12.28.10*

Approved by Department Head: *MD# 12/27/10*

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

The decision was made in late 2010 to discontinue our Narcotics K-9 Program and retire our Drug K-9 Maher. Officer Chet Dennis asked to take possession of K-9 Maher and adopt him as a pet. Officer Dennis originally donated K-9 Maher to the department, so it just makes sense that he be allowed to take possession of Maher after his retirement. The attached agreement establishes a contractual agreement between the City of Gig Harbor and Officer Dennis outlining the expectations and responsibilities for each of the aforementioned parties.

FISCAL CONSIDERATION

None

RECOMMENDATION / MOTION

Move to: Approve the attached agreement

**AGREEMENT BETWEEN
THE CITY OF GIG HARBOR AND OFFICER CHET DENNIS
FOR TRANSFER OF DECOMMISSIONED K-9 DOG**

THIS AGREEMENT is made and entered into by and between the City of Gig Harbor (the "City"), a municipal corporations organized under the laws of the State of Washington, and Officer Chet Dennis ("Officer Dennis"), and individual (collectively, the "Parties").

RECITALS

WHEREAS, the City has recently decommissioned its K-9 unit, including its K-9 dog Maher ("Maher"); and

WHEREAS, Officer Dennis has volunteered to care for Maher by adopting the dog; and

WHEREAS, the City has determined that Officer Dennis would be a good caretaker for Maher, and the public interest would be served by said adoption;

NOW, THEREFORE, the Parties agree as follows:

TERMS

Section 1. Purpose. The purpose of this agreement is to establish a contractual arrangement under which the City will transfer to Officer Dennis ownership of Maher, "as is", without any warranty, guarantee or representation. This agreement shall be interpreted in furtherance of this purpose, except that nothing in this agreement shall be interpreted as the City creating, transferring, assuring and or bestowing any warranty to Officer Dennis.

Section 2. Responsibilities of the Parties. After this agreement becomes effective, Office Dennis shall provide reasonable care to Maher in all matters concerning Maher's nurturing and raising. Maher shall not be utilized in any commercial form for financial gain, and Officer Dennis shall not transfer ownership of Maher to anyone without the written consent of the City. Responsibilities of the Parties shall also include reasonable cooperation to accomplish the above mentioned purpose of this agreement.

Section 3. Consideration. Officer Dennis shall receive from the City ownership of Maher, "as is", without records or any form of warranty. In exchange, Officer Dennis shall indemnify and to hold the City, its officials, officers, employees and agents harmless from any and all damages, losses, and costs, including but not limited to litigation expense and reasonable attorney's fees, related to claims arising from, or related to "Maher" after the consummation of the transfer of ownership between the City and Officer Dennis as provided in this agreement.



Subject: Approval of the attached Interlocal Agreement with Pierce County granting the City of Gig Harbor legal authority to address derelict boats and buoys located within the unincorporated area of the Harbor

Proposed Council Action: Approve the attached Interlocal Agreement

Dept. Origin: Police Department

Prepared by: Chief Mike Davis *MDH*

For Agenda of: January 10, 2011

Exhibits: See attached interlocal agreement

Initial & Date

Concurred by Mayor:

CLH 1/5/11

Approved by City Administrator:

POK

Approved as to form by City Atty:

via email

Approved by Finance Director:

SR 1/4/11

Approved by Department Head:

MDH 1/4/11

Expenditure	Amount	Appropriation
Required up to \$4,000	Budgeted \$4,000	Required 0

DERELICT VESSEL PROBLEM OVERVIEW

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

These vessels and buoys create problems because:

- A. They interfere with easy navigation and free access to the public waters,
- B. They create potential pollution problems (i.e. sewage being pumped into the water, boats sinking, etc.),
- C. They frequently come adrift and settle into private property and/or endanger other vessels or marinas,
- D. They are occasionally brought to the Gig Harbor City Dock (or moved to other portions of the city jurisdiction) by frustrated residents who see a remedy in the form of forced action. This strategy results in a direct cost to the City of Gig Harbor for disposal of the derelict vessel,

E. They are occasionally tied up to the public launching ramp on Randall Drive by frustrated residents. This strategy results in limiting the access of boats in/out at the launching ramp.

F. They occasionally provide a place of refuge for persons with criminal backgrounds (i.e. registered sex offenders, persons with theft history, etc.). Thefts of marine equipment can be traced directly to some of the occupants of these vessels.

The attached Interlocal Agreement with Pierce County will provide the necessary legal authority to the Gig Harbor Police Department to civilly process and clear the Gig Harbor of all derelict vessels and derelict buoys. The Department of Natural Resources (DNR) provides reimbursement grants covering 90% of the cost to process these derelict boats. Pierce County has agreed to pay the city an amount not to exceed \$4,000 annually for marine services rendered under this agreement.

FISCAL IMPACTS

Pierce County will reimburse the city for up to \$4,000 of its direct costs not covered by the 90% DNR grant. The Police department does not intend to incur out-of-pocket costs beyond the amounts covered by the County and DNR.

COUNCIL COMMITTEE RECOMMENDATION

This proposal was discussed at the June 21, 2010 Finance/Safety Committee meeting. A draft of the Interlocal Agreement was presented under Staff Report at the November 22, 2010 Council meeting.

RECOMMENDATION

Move to approve the Interlocal Agreement as presented.



Office of the County Council

930 Tacoma Avenue South, Room 1046
Tacoma, Washington 98402-2176
(206) 798-7777
FAX (206) 798-7509
1-800-992-2456

TO: Pat McCarthy, County Executive

FROM: Denise D. Johnson, Clerk of the Council ^{DDS}

DATE: December 20, 2010

SUBJECT: **TRANSMITTAL OF ORDINANCE NO. 2010-101**

The Pierce County Council passed the attached Ordinance No. 2010-101 on December 7, 2010. The Ordinance authorizes you to enter into an Interlocal Agreement with the City of Gig Harbor regarding law enforcement authority within the unincorporated area of the marine jurisdiction of Gig Harbor. Please see the Ordinance for specific information.

After you (or the appropriate person) obtain the signatures required for the original agreement, please return a copy to me for the original Ordinance file.

If you have any questions, please contact me at 798-6065 or djohnso@co.pierce.wa.us.

Attachment

c: Craig Adams, Deputy Prosecuting Attorney
✓ Mike Davis, Chief of Police of City of Gig Harbor
Honorable Chuck Hunter, Mayor of City of Gig Harbor
Mark Maenhout, Director of Pierce County Risk Management
Paul Pastor, Pierce County Sheriff



1 Sponsored by: Councilmember Terry Lee
2 Requested by: County Council

3
4
5
6
7
8
9 **ORDINANCE NO. 2010-101**

10
11
12
13
14
15
16 **An Ordinance of the Pierce County Council Authorizing the Executive to**
17 **Enter Into an Interlocal Agreement with the City of Gig Harbor**
18 **Regarding the Law Enforcement Authority within the**
19 **Unincorporated Area of the Marine Jurisdiction of Gig**
20 **Harbor.**

21
22 **Whereas**, the marine jurisdiction of Gig Harbor is jointly shared by the City of Gig
23 Harbor (City) and Pierce County (County); and

24
25 **Whereas**, illegal buoys, derelict vessels and abandoned vessels within Gig
26 Harbor have become a growing concern for both the City and the County; and

27
28 **Whereas**, the City's Police Department has additional resources which can be
29 directed toward potential abatement of the problems of illegal buoys, derelict and
30 abandoned vessels in the jointly shared marine jurisdiction; and

31
32 **Whereas**, the County can assist the City by granting the City the authority to
33 exercise police authority within the unincorporated area of the marine jurisdiction of Gig
34 Harbor and by compensating the City for rendering those marine services as described
35 in the Interlocal Agreement; and

36
37 **Whereas**, both the City and the County will benefit by the cooperative
38 enforcement efforts outlined by the terms of the Interlocal Agreement; and

39
40 **Whereas**, the Interlocal Agreement, which is described herein and attached as
41 Exhibit A hereto, is authorized by The Interlocal Cooperation Act, Chapter 39.34 RCW;
42 **Now Therefore,**

43
44 **BE IT ORDAINED by the Council of Pierce County:**
45
46



1 Section 1. The Executive is hereby authorized to enter into an Interlocal
2 Agreement with the City of Gig Harbor the same or substantially the same as Exhibit A,
3 which is attached hereto and incorporated herein by reference.
4

5
6 PASSED this 17th day of December, 2010.
7

8 ATTEST:

PIERCE COUNTY COUNCIL
Pierce County, Washington

9
10
11 Denise D. Johnson

12
13 **Denise D. Johnson**
14 Clerk of the Council

Roger Bush

15
16
17 **Roger Bush**
18 Council Chair

Pat McCarthy

19
20 **Pat McCarthy**
21 Pierce County Executive

22 Approved Vetoed , this
23 15 day of December,
24 2010.

25 Date of Publication of
26 Notice of Public Hearing: November 10, 2010

27 Effective Date of Ordinance: December 25, 2010



Exhibit A to Ordinance No. 2010-101

1
2
3
4 **Interlocal Agreement between Pierce County, Washington**
5 **and the City Of Gig Harbor Relating to Marine Services**
6

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

12
13 WHEREAS, the marine jurisdiction of Gig Harbor is jointly shared by the City and
14 the County;

15
16 NOW Therefore, the County and City hereby agree:

17
18 **1. City Obligations**
19

20 1.1. Through the Gig Harbor Police Department, the City will exercise police
21 authority within the unincorporated area of the marine jurisdiction of Gig Harbor, located
22 in Pierce County.

23 1.2. The City will initiate a strategy of identifying, posting, warning and/or
24 removal of all illegal buoys, derelict vessels and abandoned vessels within the marine
25 jurisdiction of Gig Harbor.

26 1.3. The City will work cooperatively with the County whenever possible in
27 effecting the strategies of the City in removing illegal buoys, derelict vessels and
28 abandoned vessels.

29 1.4. The City will provide the County with a monthly report of the marine
30 services rendered within County waters.
31

32 **2. County Obligations**

33 2.1. The Pierce County Sheriff consents the exercise of police powers by the
34 Gig Harbor Police Department in unincorporated Pierce County within the marine
35 jurisdiction of Gig Harbor.

36 2.2 The County will work cooperatively with the City whenever possible in
37 effecting the strategies of the City in removing illegal buoys, derelict vessels and
38 abandoned vessels.

39 2.3 The County designates and authorizes the City to act as the "authorized
40 public entity" on behalf of the County for purposes of Chapter 79.100 RCW in
41 unincorporated Pierce County within the marine jurisdiction of Gig Harbor.
42

43 **3. Supervision and Personnel**

44 3.1. The parties to this Agreement agree that the City is acting as an
45 independent contractor and that it retains sole right to direct and control its marine patrol
46 personnel, including setting the standards of their performance and discipline, and that
47 the City's marine patrol personnel shall not be considered employees of the County.
48



1 **4. Compensation**

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

5 4.2. The County shall not share in any reimbursement obtained by City under
6 RCW 79.100.060 for costs incurred by the City associated with the removal or disposal
7 of vessels.

8
9 **5. Indemnification**

10
11 The County shall defend, indemnify, and save harmless the City, its officers,
12 employees, and agents from any and all costs, claims, judgments, or awards of
13 damages, resulting from the acts or omissions of the County, its officers, employees, or
14 agents associated with this Agreement. In executing this Agreement, the County does
15 not assume liability or responsibility for or in any way release the City from any liability
16 or responsibility which arises in whole or in part from the existence or effect of City
17 ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause,
18 claim, suit, action or administrative proceeding is commenced in which the enforceability
19 and/or validity of any such City ordinance, rule, regulation, resolution, custom, policy or
20 practice is at issue, the City shall defend the same at its sole expense, and if judgment
21 is entered or damages are awarded against the City, the City, or both, the City shall
22 satisfy the same, including all chargeable costs and attorney's service charges.

23
24 The City shall defend, indemnify and save harmless the County, its officers,
25 employees and agents from any and all costs, claims, judgments, or awards of
26 damages, resulting from the acts or omissions of the City, its officers, employees or
27 agents associated with this Agreement. In executing this Agreement, the City does not
28 assume liability or responsibility for or in any way release the County from any liability or
29 responsibility which arises in whole or in part from the existence or effect of County
30 ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause,
31 claim, suit, action, or administrative proceeding is commenced in which the
32 enforceability and/or validity of any such County ordinance, rule, regulation, resolution,
33 custom, policy, or practice is at issue, the County shall defend the same at its sole
34 expense, and if judgment is entered or damages are awarded against the County, the
35 City, or both, the County shall satisfy the same, including all chargeable costs and
36 attorney's service charges.

37
38 **6. Duration**

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

42
43 **7. Termination Process**

44 7.1. Either party may initiate a process to terminate this agreement as follows:
45 7.2. The party desiring to terminate the agreement shall provide thirty days (30
46 days) written notice to other party.



8. **General Provisions**

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

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

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

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

IN WITNESS WHEREOF the parties have executed this Agreement.

CITY OF GIG HARBOR

PIERCE COUNTY

Approved:

Approved:

Chuck Hunter date
Mayor

Pat McCarthy date
Pierce County Executive

Approved:

Approved:

Mike Davis date
Chief of Police

Paul Pastor date
Pierce County Sheriff

Approved:

Mark Maenhout date
Director of Risk Management

Approved as to form only:

Approved as to form only:

City Attorney date

Deputy Prosecuting Attorney date



Subject: Jerisich Park Revocable License Agreement with Richard Shaw owner of the Pleasurecraft Marina for location of a Waste Receptacle.

Proposed Council Action: Approve and authorize the Mayor to execute the License Agreement with Richard Shaw.

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton
Special Projects *LD*

For Agenda of: January 10, 2011

Exhibits: Contract and Exhibit

	Initial & Date
Concurred by Mayor:	<u>CLH 1/5/11</u>
Approved by City Administrator:	<u>RSK 1/4/11</u>
Approved as to form by City Atty:	<u>okay by Email</u>
Approved by Finance Director:	_____
Approved by Department Head:	_____

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

INFORMATION / BACKGROUND

In 2010, the Gig Harbor Historic Waterfront Association (GHHWA) Design Committee proposed improvements at Jerisich Park to improve pedestrian access and relocate cluttered service amenities along the streetface. These changes are intended to improve circulation and expand view corridors. It will also increase open space for park events and activities. As part of that work, relocation of the park waste receptacle is proposed. The new location will be adjacent to the park in front of Pleasurecraft Marina (see Exhibit A) next to the fence near the sidewalk. The attached agreement with Richard Shaw authorizes the City to use Pleasurecraft Marina property for that purpose.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

GHHWA presented Jerisich Park Improvements to the Parks Commission in 2010 and received support.

RECOMMENDATION / MOTION

Move to: Approve and authorize the Jerisich Park Revocable License Agreement with Richard Shaw of Pleasurecraft Marina for relocation of a Waste Receptacle.

**REVOCABLE LICENSE AGREEMENT
FOR WASTE RECEPTACLE**

THIS LICENSE AGREEMENT is entered into between Richard H. Shaw ("Licensor") and the CITY OF GIG HARBOR, a Washington municipal corporation (the "City"), for the purposes set forth below.

WHEREAS, the City is the owner of real property commonly known as Jerisich Dock Park, Gig Harbor, Washington, Tax Parcel No.0221082232; and

WHEREAS, Licensor owns a fee simple interest in the following real property, commonly known as Pleasurecraft Marina, Gig Harbor, Washington, 98332, Tax Parcel No. 7650000020; and

WHEREAS, the Licensor's property is immediately adjacent to and west of a portion of the above City property; and

WHEREAS, the City wishes to use a portion Licensor's property for its dumpster and containers for recyclables and the Licensor is willing to allow such use on certain terms and conditions set forth below;

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

1. Permission to Use Property. Licensor hereby grants the City a revocable, nonexclusive license to use that portion of property as shown on Exhibit A, attached hereto and incorporated herein (the "Special Use Area").

2. Use. Use of the Special Use Area is limited to installation and maintenance of an asphalt pad and enclosure and the maintenance and operation of a dumpster and containers for recyclables for the lawful disposal of refuse and recyclables generated on the adjacent City property.

3. Term of License – Revocation. This License Agreement shall become effective upon signature by the last party signing. This License Agreement shall remain in effect unless terminated by either party, with or without cause, by giving the other no less than 90 days written notice of such termination.

4. Indemnity. To the maximum extent permitted by law, the City shall indemnify, defend, and hold the Licensor harmless from any and all claims, suits, losses, or liability for injuries to persons or damage to property caused by or arising out of the City's acts, errors, or omissions in the exercise of any rights granted by this license agreement.

5. Notices. Except as may be otherwise provided herein, any notice to be given by one party to the other under this Agreement shall be given in writing, by mailing the same to the address provided below:

To the City:

CITY ADMINISTRATOR
3510 Grandview Street
Gig Harbor, WA 98335
Telephone:

To the Licensor:

RICHARD H. SHAW
P.O. Box 490
GIG HARBOR, WA 98335
Telephone:

or such other addresses as the parties may from time to time designate in writing. Notice by mail shall be deemed given three days after the same is deposited in the U.S. mail, postage prepaid, addressed as provided above.

6. No Third Party Rights. No third party beneficiaries or rights are intended or created by this License Agreement.

7. Entire Agreement – Amendment. This License Agreement represents the entire agreement between the parties concerning its subject matter and supersedes all previous discussions, representations and agreements, oral or otherwise. This License Agreement may be amended only by a written instrument signed by both parties.

EXECUTED by the parties on the dates indicated below.

LICENSOR:

CITY OF GIG HARBOR



Date: 11/19/10

By: _____

Mayor Charles L. Hunter

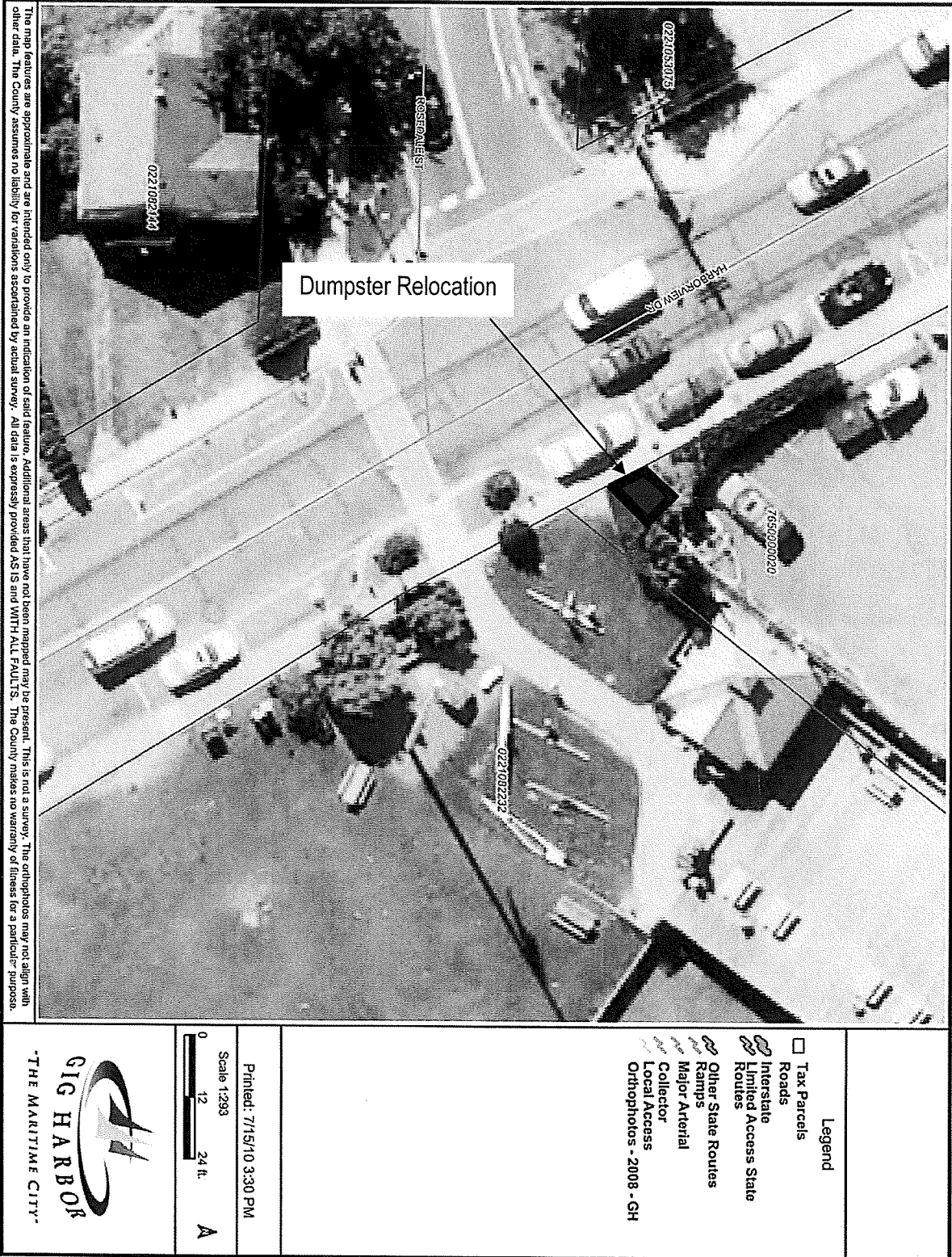
Date: _____

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney



The map features are approximate and are intended only to provide an indication of field features. Additional areas that have not been mapped need be present. This is not a survey. The orthophotos may not align with other data. The County assumes no liability for vendors associated 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.

Legend

- Tax Parcels
- Roads
- Interstate
- Limited Access State Routes
- Other State Routes
- Ramps
- Major Arterial
- Collector
- Local Access
- Orthophotos - 2008 - GH

Printed: 7/15/10 3:30 PM

Scale 1:293



A





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

Subject:
Water Rights Assistance – Amendment to Agreement for Attorney Services

Proposed Council Action:
Authorize the Mayor to execute Amendment No. 4 to the Agreement for Attorney Services with the Law Office of T.D. Mortimer for legal assistance related to water rights for the City.

Dept. Origin: Public Works
Prepared by: Jeff Langhelm *JK*
For Agenda of: January 10, 2011
Exhibits: Amendment to Agreement for Attorney Services

Initial & Date

Concurred by Mayor: CLH 1/5/11
Approved by City Administrator: RSK
Approved as to form by City Atty: APPROVED VIA EMAIL 1/3/11
Approved by Finance Director: OR 1/4/11
Approved by Department Head: R 1/4/11

Expenditure Required	\$40,000	Amount Budgeted	\$60,000	Appropriation Required	\$0
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INFORMATION/BACKGROUND

In order for the City of Gig Harbor water system to meet future water demands the City's 2008-2011 budgets have included funding for projects related to new water sources and advocacy of water rights. These projects are for the installation of new source wells and new water rights based on recommendations in the City's Water System Plan.

Initially the City contracted with the Law Office of T. D. Mortimer in March 2008 for assistance with completing the existing August 2000 water right application for Well No. 9 (Gig Harbor North Well) and starting a new water right application for Well No. 10 (Crescent Creek Well). However, based on the review of a well siting evaluation matrix performed in September 2009, the potential risks associated with placement of Well No. 9 and with the limited capacity shown from the Well #10 pump test indicate these two options are not recommended at this time. Therefore City Council directed staff to proceed with the investigation and evaluation of a new location for a deep aquifer well.

The City's 2010 and 2011 budgets identify work being performed for development of a new deep aquifer well, known as Well No. 11. The 2011 budget subsequently identifies the continued support for a water rights advocate and permitting. In part, this assistance with water rights promotes the development of future source wells such as Well No. 11 and protects the City's interests in existing water rights and existing water rights applications.

This proposed amendment further defines the scope provided in the original agreement and establishes a budget for work to be performed by Mr. Tom Mortimer in 2011. The primary task in

the proposed amendment provides the City the opportunity for continued assistance in the processing of water rights processing for Well No. 11.

As a side note, the proposed amendment coincides with the recently approved interlocal agreement for the USGS to perform a long term aquifer study and groundwater characterization to support obtaining future water rights on the Gig Harbor Peninsula. The interlocal agreement and the contract with Mr. Tom Mortimer comprise the core of the City's water rights advocacy.

FISCAL CONSIDERATION

The 2011 Water Capital Fund has allocated the following for this project:

2011 Budget for Water Rights Annual Advocate/Permitting, Water Capital, Objective No. 3	\$ 60,000
Anticipated 2010 Expenses:	
Amendment No. 4 to 2008 Contract	\$ (40,000)
USGS Aquifer Study and Groundwater Characterization	\$ (10,000)
Remaining 2010 Budget =	\$ 10,000

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Authorize the Mayor to execute Amendment No. 4 to the Agreement for Attorney Services with the Law Office of T.D. Mortimer for legal assistance related to water rights for the City.

**AMENDMENT NO. 4
TO
AGREEMENT FOR ATTORNEY SERVICES**

THIS AMENDMENT NO. 4 to that certain Agreement for Attorney Services dated March 24, 2008 (the "Agreement"), is entered into by and between the CITY OF GIG HARBOR, a Washington municipal corporation (the "City"), and the LAW OFFICES OF T.D. MORTIMER (the "Attorney"), collectively referred to as the "parties".

WHEREAS, the parties desire to amend the services, costs, and duration set forth in the Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained in the Agreement and this Amendment, the parties hereto agree as follows:

TERMS

SECTION 1. Section 2 of the Agreement, Scope of Services, is hereby amended to read as follows:

Attorney agrees to provide legal services as requested by the City Council in connection with water rights permitting and processing assistance, as further described in Attachment "A-4". In the event of any conflict between the language in the Attachment "A-4" and this Agreement, the language in this Agreement shall control.

SECTION 2. Section 3 of the Agreement, Compensation, is hereby amended for the duration of the amendment to read as follows:

The City hereby agrees to pay Attorney for legal services for the work described in Attachment "A-4" at the rate of two hundred ten dollars (\$210.00) per hour, up to an amount not-to-exceed \$40,000. Attorney agrees to use every appropriate method to contain his fees on these matters.

The attorney authorized to work on the matters described above is Tom Mortimer. The charge for legal services provided will be based on actual time or based on increments which are no greater than 6 minutes.

The Attorney may bill for travel time at two-thirds of the above hourly rate, but for no more than two (2) hours from portal to portal during one day. No separate charges shall be paid for such office expenses as the following ordinary costs of doing business: local and long distance telephone costs and charges, postage, meals, clerical staff work, supplies, and word processing. The City agrees to reimburse the extraordinary

expenses incurred by Attorney, at cost with no mark-up as follows: legal messenger services, photocopies prepared by the Attorney's office shall be reimbursed at a rate of \$0.10 per page, photocopies prepared by outside reproduction service shall be reimbursed at the cost; computerized legal research over and above the Attorneys' monthly fee shall be reimbursed at cost but only when approved in advance by the City Attorney; and mileage shall be reimbursed at the prevailing IRS rate.

SECTION 3. Section 7 of the Agreement, Duration, is hereby amended to read as follows:

This Agreement shall be effective until December 31, 2011, unless extended by amendment in accordance with Section 18 of this Agreement.

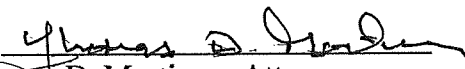
EXCEPT AS EXPRESSLY MODIFIED BY THIS AMENDMENT NO. 4, ALL TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

DATED this 22nd day of December, 2011.

CITY OF GIG HARBOR

LAW OFFICES OF T.D. MORTIMER

By: _____
Mayor Charles L. Hunter

By: 
Thomas D. Mortimer, Attorney

ATTEST/AUTHENTICATED:

By: _____
City Clerk Molly Towslee

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
Angela S. Belbeck

LAW OFFICES
THOMAS D. MORTIMER, JR.
940 PUGET SOUND PLAZA
1325 FOURTH AVENUE
SEATTLE, WASHINGTON 98101
PHONE: (206) 447-9036
FAX: (206) 447-9105
December 31, 2010

Mr. Jeff Langhelm
Senior Engineer
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

RE: New Groundwater Right Project

Dear Mr. Langhelm:

Thank you for retaining my legal services to assist the City of Gig Harbor (City) secure a new non-additive groundwater right to enhance the City's existing supply reliability, meet its future municipal water demand needs and undertake other tasks. This letter has been prepared to update my scope of work and shall serve as our letter of agreement for attachment to the City's (amended) professional service contract.

I. Project Understanding:

A. Contract Reimbursement/Deep Well Water Right: The City of Gig Harbor (City) submitted an application for a new groundwater right approximately nine (9) years ago to the Department of Ecology (Ecology) SWRO. Thus far, Ecology has taken no action on the application and has provided no affidavit of publication to the City. Further, it would appear that absent agreeing to pay for processing of the new application pursuant to Ecology's Cost Reimbursement Process, Ecology SWRO will take no action to advance the City's application.

City official and consultants completed an analysis of alternative well sites in fall of 2010, resulting in a decision to seek a new non-additive well/water right at the City's Skansie Tank site. Selection of the well site will require the City to participate in Ecology's Cost Reimbursement (CR) process. The application and CR process will require retention of a Phase 1 and 2 hydrogeologic consultants, submittal of a new application, publication, a review of environmental issues, including potential effects upon fish-bearing streams and creeks, and the possible development/negotiation of mitigation measures. It is possible the application could trigger Suquamish Tribe interest and objections. Mortimer has been retained to address and resolve where possible, all regulatory, technical, and legal issues relating to the permitting of the new water right in a manner that meets the interests of the City.

B. Water System Plan (WSP) Update: The City of Gig Harbor recently completed edits to its WSP update pursuant to comments made by Washington State Department of Health (DOH) and Department of Ecology (DOE). Mortimer has been retained to assist, if necessary, to secure final approval of the WSP update by DOH, DOE, and Pierce County.

C. Municipal Water Law: Mortimer shall advise and assist the City as directed, per legislative and legal developments that may affect the status of its municipal water rights, water system operation, tribal related challenges to the City's water rights, and related tasks as assigned/authorized by the City.

II. Tasks/Scope of Work

- Review and analyze all existing/relevant documents, plans, groundwater/surface water studies, water rights, and legal authority/materials pertaining to the City of Gig Harbor's water rights, related ground/surface water sources, local environmental conditions, and other appropriate and instructive documents.
- Analyze related technical/environmental issues per Skansie Site, and advise the City of Gig Harbor of potential legal/regulatory issues and processes (Ecology), additional technical/study requirements, potential legal risks, and recommended regulatory/technical strategy.
- Recommend technical studies necessary to support the new Deep Well project/application. Meet and/or communicate as necessary with City of Gig Harbor consultants regarding project issues, studies, technical information, and other issues related to the new additive water right application.
- Analyze/prepare water right development (and mitigation) strategies to address Deep Well project-based hydraulic, hydrogeologic, and fishery issues that arise pursuant to technical studies, Ecology comments, Tribal comments, and other sources.
- Advise City officials regarding the scope of work, costs, and implementation of the Ecology Cost Reimbursement Process (CR). Assist the City define and negotiate an acceptable Deep Well CR scope of work and cost agreement with Ecology.
- Consult with and coordinate with City hydrogeology firm (Robinson, Noble, Saltbush) to develop necessary hydrogeologic analysis to support the new application, assess impacts on surface water systems, the proposed scope of the Cost Reimbursement study area (re: processing of senior applications/changes), and provide peer review/comment on Ecology CR contractor work product(s).
- Prepare application and related cover letter to Ecology SWRO re: the City intentions and approach to proceed with new water right application, and to negotiate scope/costs of the CR process. Provide/discuss all appropriate information to advance the application.
- Attend meetings/participate in conference calls with City of Gig Harbor officials as appropriate to discuss project issues, reports, strategy, and regulatory actions/issues/conditions.

- Represent the City of Gig Harbor as appropriate and/or as directed in meetings and/or communications with Ecology, WA. State Dept. of Health, Suquamish Tribe, and other regulatory agencies and local jurisdictions. Directly communicate as appropriate with regulatory agencies regarding application issues and processing.
- Negotiate to the extent possible with Ecology, the terms of the final report of examination (ROE) and permit for the new application. Review and edit draft ROEs from Ecology – consult with City/consultants re: agreement re: final permit text.
- Assist the City of Gig Harbor under other tasks as allowed by budget and expressly directed by the City of Gig Harbor.
- Track/advise on the status/developments related to municipal water law litigation and potential impacts on City water rights and water system planning.
- Assist the City secure approval of its current water system plan update with state/local government agencies.
- Advise and assist the City as directed, per legal developments that may affect the status of its municipal water rights, legislation affecting municipal water rights, tribal related challenges to the City's water rights, and related tasks as assigned/authorized by the City.
- Other tasks as expressly authorized by City officials.

Note: This scope of work and budget does not include tasks and costs regarding the potential litigation of an appealed and/or denied water right application. In such circumstance, Mortimer may retain litigation counsel to assist.

III. Project Timeline

Mortimer estimates that the timeline to complete all project tasks, assuming Ecology will mandate use of the Cost Reimbursement process, municipal water law litigation, and water system plan approval, may require approximately 1.5 years to complete.

Factors affecting the project timeline may include Department of Ecology responsiveness, Gig Harbor Consultant technical product development, Cost Reimbursement contractor performance, Tribal intervention and issues, and negotiations with stakeholders/Ecology re: project issues, mitigation, and efforts, consultants, and other



Subject: On-Call Development Review – Professional Services with David Evans and Associates
-- Amendment No. 1 to Consultant Services Contract

Proposed Council Action: Authorize the Mayor to execute an Amendment No. 1 to the Contract with David Evans and Associates, Inc. for a not-to-exceed amount of \$2,500.00 and a revised contract amount not-to-exceed \$34,516.00.

Dept. Origin: Public Works/Engineering

Prepared by: Stephen Misiurak, PE City Engineer

For Agenda of: January 10, 2011

Exhibits: Amendment No. 1 to CSC Exhibits A and B

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Handwritten initials and date: CH 1/5/11

Handwritten initials: ROK

Handwritten note: OK via email w/AB 1/4/11

Handwritten initials and date: DR 1/4/11

Handwritten initials and date: AK 1/4/11

Table with 5 columns: Expenditure Required, see Fiscal Consideration below, Amount Budgeted, see Fiscal Consideration below, Appropriation Required, \$0

INFORMATION / BACKGROUND

The City Engineer had recommended we have David Evans and Associates, Inc. assist City staff on an on-call basis in civil plan review and traffic analysis of the proposed Safeway development. The City's consultant will provide professional engineering services on an "on-call" basis as requested by the City for various projects and tasks. This service will be utilized at the request of Safeway and the City would manage the applicant's request, have the applicant deposit funds with the City to be kept in a separate account in the amount equal to the plan review estimate prepared by the consultant. The City will pay the consultant for services rendered from the monies in the account. This additional \$2,500, which was authorized by Safeway, will be for further business and talks with Pierce County regarding County run lights.

FISCAL CONSIDERATION

Private development monies will fund this Amendment #1, as well as the Consultant Services Contract, for a new not-to-exceed total of \$34,516.00. This is a "pass-through"; funds that will be paid by developer.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to execute an Amendment No. 1 to the Contract with David Evans and Associates (DEA) in the not-to-exceed amount of \$2,500.00 and a revised contract amount not-to-exceed \$34,516.00. **Page 2 of 6**

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

THIS FIRST AMENDMENT is made to that certain Consultant Service Contract dated November 23, 2010 (the "Agreement"), is entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and David Evans and Associates, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 3700 Pacific Highway East, Suite 311, Tacoma, Washington 98424 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the engineering, landscape architectural, site planning, environmental (traffic) review services and recommendations to pertaining to the civil review of the "Safeway" development and desires to execute an amendment to the Contract in order to modify **Exhibit B--Fee Schedule** to be performed by the Consultant (work is already covered in **Exhibit A**), the amount of compensation to be paid by the City and reimbursed by the Safeway development;

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

Section 1. Amendment to Scope of Work. Section I of the Agreement is amended to require the Consultant to perform all work described in **Exhibit A**, attached to this Amendment and incorporated herein, and replace **Exhibit B – Fee Schedule**, also attached to this Amendment.

Section 2. Amendment to Compensation. Section II(A) of the Agreement is amended to require the City to pay compensation to the Consultant for the work described in **Exhibit A** in the amount of Two Thousand Five Hundred Dollars and No Cents (\$2,500.00), as set forth on **Exhibit B**, attached hereto and incorporated herein.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2011.

David Evans and Associates, Inc.

By: Alan H. [Signature]
Its Principal ~~Principal~~ ASSOCIATE

City of Gig Harbor

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A
Scope of Work – Additional
Services
ADDITIONAL ATTACHMENT A

Consent Agenda - 9
Page 5 of 6

SCOPE OF ADDITIONAL SERVICES and FEES

I. PROJECT DESCRIPTION

At the request of the City of Gig Harbor (CITY), David Evans and Associates, Inc. (DEA) is submitting this scope of additional services for the third party review of the Point Fosdick Square Redevelopment in accordance with the On-Call Service Contract (CONTRACT) dated November 24, 2010 (known as the Consultant Service Contract between the City of Gig Harbor and David Evans and Associates).

II. SCOPE OF SERVICES

The additional services listed below are to be completed in accordance with the CONTRACT under Scope of Services Section II.D, Additional Review Services.

D. Additional Review Services

As requested by the CITY, DEA will facilitate the review coordination of the consultant's Traffic Impact Analysis with the Washington State Department of Transportation (WSDOT) and Pierce County Traffic Engineering (PIERCE COUNTY). DEA will contact both agencies and discuss review timelines, project scope and review comments and / or issues that may arise. All additional work will be accomplished at the same hourly rates included in the CONTRACT, and under the same conditions and requirements as outlined in this scope of services. Review or other work not included in this Scope of Services will also be charged to the work Task "II.D.1, Additional Review Services – Traffic Impact Analysis."

III. DELIVERABLES

None anticipated.

IV. SCHEDULE

The schedule will be coordinated with the CITY, Applicant, and Reviewing Agencies.

V. FEES:

DEA will complete the above described reviews on an hourly basis in accordance with CONTRACT revised estimated not to exceed **\$34,516, (\$32,016 base plus \$2,500 additional service II.D.1)** plus reimbursable expenses. Any contract work remaining uncompleted through no fault of DEA after 180 days from the contract date will be subject to increased fees. The quoted fees and/or rates do not apply to situations requiring special training and rating for entering hazardous or suspected hazardous sites. DEA will provide rates for these situations upon request and provision of specific site information.

**REVISED ATTACHMENT B
FEE SCHEDULE**

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

	DEA Personnel Classifications / Rates										Total
	Engineering Manager	Managing Prof. Engineer	Senior Prof. Engineer	Prof. Engineer	Senior Landscape Architect	Design Engineer	Project Admin	CADD Technician	Admin. Assistant	Hours	
A. Project Document Review											
Task 1 Environmental Review		12	4	20					2	38	\$6,022.00
Task 2 Design Review Board Review		2	2	4	2				2	12	\$1,682.00
Task 3 Civil Engineering Permit Documents Review		6	12	32	4	60		8	6	128	\$16,214.00
Task 4 Site Landscape Documents Review		1	2		12				2	17	\$2,122.00
B. Review Coordination with Applicant's Engineer/Architect		9	9						3	21	\$3,543.00
C. CITY Review Coordination and Meetings		6	6						3	15	\$2,433.00
D.1 Traffic Impact Review Coordination		12.5								12.5	\$2,500.00
Total		48.5	35	56	18	60		8	18	243.5	\$34,516.00

Exhibit B—Fee Schedule



Subject: Maritime Pier Property – Long Term Monitoring Plan Implementation
-- Consultant Services Contract

Proposed Council Action: Authorize the award and execution of a Consultant Services Contract with Robinson Noble for the Long Term Monitoring Implementation Plan at the Maritime Pier Property.

Dept. Origin: Public Works/Engineering

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

For Agenda of: January 10, 2011

Exhibits: Consultant Services Contract

Concurred by Mayor:

Initial & Date
CLH 1/5/11

Approved by City Administrator:

RJK

Approved as to form by City Atty:

ck via email w/AB 1/4/11

Approved by Finance Director:

CP 1/4/11

Approved by Department Head:

AK 1/4/11

Expenditure Required	\$2,040.30	Amount Budgeted	\$288,000.00	Appropriation Required	\$0
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INFORMATION / BACKGROUND

This consultant services contract is for the Long Term Monitoring Plan (LTMP) implementation at the Maritime Pier Property. Three years of monitoring are required by the Department of Ecology (DOE) per the Groundwater Monitoring Action Plan.

This contract provides for one monitoring event to be completed in 2011. The required first year event went uncompleted in March 2010 by the current land owner Sullivan but Ecology is satisfied that if the City completes a monitoring event in January or February 2011, that will satisfy the 2010 monitoring event as well as the 2011 requirement.

FISCAL CONSIDERATION

The City has an allocated total budget of \$288,000 for this project which includes the design, permitting and construction of an at-grade parking lot as well as the permitting for a replacement pier and float assembly.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Move to: Authorize the award and execution of the Consultant Services Contract with Robinson Noble for the not-to-exceed amount of two thousand forty dollars and thirty cents (\$2,040.30).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
ROBINSON NOBLE, INC.**

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

RECITALS

WHEREAS, the City is presently engaged in the groundwater monitoring for the Maritime Pier at 3003 Harborview Drive and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Two Thousand Forty Dollars and Thirty Cents (\$2,040.30) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**, unless the parties agree to a modification of this Contract, pursuant to Section 18 herein.

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

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

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

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

6. Non-Discrimination. The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman,

{ASB714519.DOC;1/00008.900000/}

because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.

7. Indemnification.

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

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

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

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

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

8. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Resolution of Disputes and Governing Law.

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

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

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

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

CONSULTANT:
Robinson Noble
ATTN: John Hildenbrand
3011 South Huson Street, Suite A
Tacoma, WA 98409
(253) 475-7711
jhildenbrand@robinson-noble.com

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

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

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

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

[Signatures on following pages.]

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor Charles L. Hunter

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ROBINSON
NOBLE

December 30, 2010

Stephen Misiurak, P.E.
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Subject: Confirmation groundwater monitoring scope of work and cost estimate for 3003 Harborview Drive, Gig Harbor, Washington (parcel #0221081187)

Dear Steve,

Robinson Noble is pleased to provide this scope and cost estimate for conducting groundwater monitoring at the above-referenced site. This monitoring will be completed as outlined in the Confirmation Groundwater Monitoring Plan Appendix to the Environmental Covenant on the property as required by the Washington State Department of Ecology (Ecology).

The monitoring plan calls for monitoring in 18-month intervals that were to have begun in March 2010. However, the former owner did not complete that initial event. A discussion with Scott Rose, Washington State Department of Ecology, on December 21, 2010 indicates that Ecology will allow the City of Gig Harbor to begin the monitoring process by completing the first event in January or February 2011. The monitoring plan calls for brief data reports to be submitted to Ecology for the first two events followed by a detailed summary report subsequent to the third monitoring event.

Based on our understanding of the project, we estimate the cost to complete the 2011 sampling event is \$2,040 as detailed on the attached Project Estimate. This estimate includes laboratory charges, sampling, field-monitoring equipment, and completion and submittal of a report to Ecology.

Should you decide to pursue the work discussed above, please provide us with an authorized purchase order or your contract for our review and execution. Unless unexpected conditions are found to exist, the estimated completion time for the project is 20 working days following the return of the executed purchase order or contract.

We hope this scope of work and cost estimate is adequate for your needs. Please contact us if we can provide additional information or modify the scope of work to better assist you. If at any time prior to or during this project you identify a concern or problem with our work or progress that cannot be resolved by the assigned Robinson Noble project manager, please contact Joseph Becker, our company President, and he will make every effort to resolve the issue to your satisfaction. Our office can be reached at (253) 475-7711.

Sincerely,

Robinson Noble, Inc.John F. Hildenbrand
Associate Environmental Scientist
Environmental Services Manager

attachments

Exhibit A

Project Estimate
City of Gig Harbor
3003 Harborview Drive (Madison Shores)
December 30, 2010



Estimated Labor Costs

Task	Total Estimated Hours	Estimated Labor Cost
TASK 1: Planning and Mob	3.5	\$331.50
TASK 2: Field Operations and Laboratory 96.00	4.0	\$384.00
TASK 3: Report Preparation	7.5	\$824.50
TASK 4:	0.0	
TASK 5:	0.0	
TASK 6:	0.0	
TASK 7:	0.0	
TASK 8:	0.0	
Labor Totals	15	\$1,540.00

Estimated Direct Costs

General Office Supplies	--		\$0.00
Insurance Fees / Miscellaneous Costs	--		\$0.00
Travel Mileage	\$0.51	30	\$15.30
PID or Electronic Interface Probe (per day)	\$75.00	0.5	\$37.50
YSI Water Quality Meter (per day)	\$200.00	0.5	\$100.00
Peristaltic Sampling Pump (per day)	\$40.00	0.5	\$20.00
PPE (per person per day)	\$50.00	0.5	\$25.00
Direct Cost Subtotal			\$197.80
Handling Fee			\$2.50
Total Direct Costs			\$200.30

Estimated Subcontract Advancement/Reimbursements

Diesel and/or Oil TPH	\$65.00	2	\$130.00
Gasoline TPH	\$60.00	2	\$120.00
Advancements/Reimbursements for Subcontractors			\$250.00
Handling Fee			\$50.00
Total Subcontracted Costs			\$300.00

Total Estimated Project Costs \$2,040.30

See Attached Fee Schedule



ROBINSON
NOBLE

General Fee Schedule		January 2011
Professional Position	Typical Duties	Fee Per Hour
Principal Engineer/ Hydrogeologist/ Environmental Scientist	Service requiring the scientific expertise of company principals. Includes top-level project review and control, client liaison.	\$128 - \$171
Senior Associate Hydrogeologist/Engineer/ Environmental Scientist	Senior Associate-level project management, client liaison, field services, project analysis, and report writing.	\$116 - \$152
Associate Engineer/ Hydrogeologist/ Environmental Scientist	Associate-level project management, client liaison, field services, project analysis, and report writing.	\$106 - \$130
Senior Engineer/ Hydrogeologist/ Environmental Scientist	Senior-level project management, client liaison, field services, data interpretation and analysis, and report writing.	\$96 - \$130
Senior Project Engineer/ Hydrogeologist/ Environmental Scientist	Senior project level field services; data collection, reduction, interpretation and analysis; and report writing.	\$96 - \$130
Project Engineer/ Hydrogeologist/ Environmental Scientist	Field services; data collection, reduction, interpretation and analysis; and report writing.	\$96 - \$106
Draftsperson/Technician	Technical illustration/CADD, production layout, technical aide.	\$75 - \$86
Legal Support/Testimony	Expert witness services.	150% of above rates

Service Category	Typical Duties	Fee Per Hour
Senior Field Staff/Field Staff	Field support services (non-degreed staff) 4-hour minimum	\$65 - \$80
Administrative Services	Contracts, technical specifications, administrative tasks, grammatical editing.	\$65 - \$75
Typist/Clerical Support	Word processing, report preparation or reproduction, general office tasks	\$60 - \$65
Subcontracts/ Management Fee	Professional Services	15%
	Outside Laboratory Services	15%
	Construction Subcontracts	15%
Other Costs	Travel (Auto)	\$0.51/mile
	Travel (Other)	Cost +10%
	Per Diem	Prevailing State wage +10%
	Other Direct Expenses	Cost +10%
	Field and Laboratory Testing/ Equipment Rental	See following pages

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.

**Hydrogeologic Equipment Rental Schedule
January 2011**

<u>Equipment</u>	<u>Unit</u>	<u>Rate</u>
Water Level Transducer and Data Logger	First five days	\$80
	Each day thereafter	\$27.50
Field Laptop Computer	Per day	\$30
Electric Water Level Sounder(s)	0 to 300 ft	Flat fee per project
	over 300 ft	Flat fee per project
DC Submersible Purge Pump (Single Stage)	Per pump	\$80
DC Submersible Purge Pump (Dual Stage)	Per pump	List price + 10%
Double-Ring Infiltrometer	Per day	\$50
Schonstedt Gradient Magnetometer	Per day	\$75
Geonics EM-61 Metal Detector	Per day	\$500
Downhole Gamma/Resistivity/Temperature Logging Equipment (includes Draw Works)	Per day	\$1,100
Downhole Analog Caliper Logging Equipment	Per well	\$100
Draw Works	Per well	\$525
Mechanical Sieve Sample Equipment	Flat fee per well	\$50
2-inch Gasoline-powered Centrifugal Pump (includes hoses)	Per day	\$55
2-inch Submersible Pump + Controller	Per day	\$180
Generator	Per day	\$70
Survey Gear (laser level & rod)	Per day	\$85
FlowTracker Acoustic Doppler Velocimeter Stream Gaging Equipment	Per day	\$200
GPS	Per day	\$22.50
Other Equipment	Negotiated	Negotiated

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.

**Environmental Equipment Rental and Consumable Schedule
January 2011**

<u>Equipment</u>	<u>Unit</u>	<u>Rate</u>
Water level transducer and data logger	Per day	\$100
Field Laptop Computer	Per day	\$50
Electronic Water Level Sounder	Per day	\$30
Electronic Interface Probe	Per day	\$75
DC Submersible Purge Pump (Single stage)	Per pump	\$80 first pump, \$40 each
DC Submersible Purge Pump (Dual Stage)	Per pump	List price + 10%
DC-operated Peristaltic Pump	Per day	Additional pump \$40
2-inch Gasoline-powered Centrifugal Pump	Per day	\$100
2-inch Submersible Pump + Controller	Per day	\$350
Generator	Per day	\$60
Low-Flow Bladder Pump	Per day	\$175
Photoionization Detector	Per day	\$75
Combustible Gas Indicator	Per day	\$65
Water Quality Meter	Per day	\$200
Teflon Water Bailer	Per day	\$30
Soil Sampling Equipment (manual)	Per day	\$25
Soil Sampling Equipment (power)	Per day	\$40
Mechanical Sieve Sample Equipment	Flat fee per project	\$25
Survey Gear (laser level & rod)	Per day	\$80
Soil Vapor Extraction System	Per Month	\$750
Atmospheric Condition Monitoring Unit	Per day	\$50
Other Equipment	Negotiated	Negotiated
<u>Consumable Items:</u>		
Polyethylene Purge/Sampling Tubing	Each 10 feet	\$2.50
Silicone Peristaltic Pump Head Tubing	Each foot	\$4.00
Bladders for Low-Flow Bladder Pump	Each	First 3 Free - \$5.00 each additional bladder
Water Sample Bailer	Each	\$10
Bailer Rope/String	Each 10 feet	\$1.00
Personal Protection Equipment	Per day per person	\$50

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.

**Geotechnical Field and Laboratory Testing Schedule
January 2011**

Test		Fee
Slope Inclinometer	Per day	\$250
Direct Shear	Point	\$200
Moisture-Density Relationship Curves:	Each	1 pt \$120
	Each	Multiple pts \$190
Sieve Analyses (Gradations-Wet Sieve)	Each	\$140
Hydrometer Analysis	Each	\$165
Falling Head Permeability	Each	\$165
Atterberg Limits (Liquid Limit or Plastic Limit)	Each	\$100
Moisture Content	Each	\$10
Dynamic Cone Penetrometer Points	Day	\$225
	Each	\$20

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.



Business of the City Council
City of Gig Harbor, WA

Subject: Extension of Voluntary Furlough Policy

Proposed Council Action:

Adopt a resolution extending the Voluntary Furlough Policy

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: January 10, 2011

Exhibits: Resolution & Policy

Initial & Date

Concurred by Mayor:

Approved by City Administrator: PK 1/7/11

Approved as to form by City Atty: SS VIA EMAIL

Approved by Finance Director: DF 1/7/11

Approved by Department Head: _____

Expenditure	Amount	Appropriation
Required \$0	Budgeted N/A	Required N/A

INFORMATION / BACKGROUND

In June of 2009, the City adopted a voluntary furlough policy that expired on December 31, 2009. Throughout the remainder of 2009, several employees voluntarily furloughed themselves (in addition to the mandatory furloughs), which resulted in financial savings to the City. The City Council extended the policy through the end of 2010, and again, several employees volunteered for unpaid furlough days.

Several employees have expressed an interest in extending the voluntary furlough policy again into 2011, and the employee and supervisor guild representatives concur with extending it. The city administrator recommends doing so to achieve additional savings to the budget—while the City has adopted a balanced budget for 2011, economic conditions are still far from predictable, and it behooves the City to continue to find savings wherever possible.

The attached resolution extends the policy for voluntary furloughs through December 31, 2011. Limitations and restrictions are included in the policy. The attached policy continues to state that neither health insurance nor leave accruals will be affected (i.e., not prorated) by voluntary furloughs, unless the employee is in unpaid status for more than 30 consecutive days. The only change in the policy, besides the extension to the end of 2011, is the addition of calendar days on the 30-day limit in section 5.1, in case there was any assumption that the intention was to limit the length to 30 working days.

The proposed policy extension will go into effect on January 11, 2011 and will expire on December 31, 2011.

FISCAL CONSIDERATION

It is unknown whether any employees will volunteer for furlough days, although at least two employees have expressed interest. Therefore, it is difficult at this time to estimate the cost savings of extending this policy to the end of 2011.

In 2010, 11 employees voluntarily furloughed themselves for a total of 745.50 hours, saving the City approximately \$30,400.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt a resolution extending the Voluntary Furlough Policy through December 31, 2011.

RESOLUTION NO. 854

A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON, EXTENDING CERTAIN POLICIES REGARDING VOLUNTARY EMPLOYEE FURLOUGHS AS CLARIFICATION OF THE CITY'S ANNUAL SALARY ORDINANCE.

WHEREAS, due both to the economy and to the limited revenue sources available to local governments in the state of Washington, the City of Gig Harbor has experienced budget shortfalls and limitations; and

WHEREAS, the Mayor and City Administrator have previously implemented layoffs in accordance with the 2009 and 2010 adopted budgets to help address that budget shortfall; and

WHEREAS, in 2009, the City Council deemed it appropriate to create, as an interpretation of the annual salary ordinance, the potential for voluntary furloughs by City employees; and

WHEREAS, the voluntary furlough policy expired on December 31, 2010; and

WHEREAS, there is some employee interest to continue the voluntary furlough policy into 2011, and the employee and supervisor guilds concur with extending the voluntary furlough policy; and

WHEREAS, the financial savings from voluntary furloughs would benefit the City; and

WHEREAS, voluntary furloughs, if the policy is extended, would not result in additional overtime or compensatory time costs and would require the approval of the city administrator prior to being taken; Now, therefore,

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

Section 1. The attached policies shown as Exhibit A to this resolution, promulgated by the Mayor and City Administrator, extend the opportunity but not the obligation for voluntary furlough under the terms and conditions set forth in the policies through December 31, 2011. These policies are hereby approved and acknowledged by the City Council as appropriate interpretations of and supplements to the annual salary ordinance; provided that this policy shall be effective as to represented employees only upon acknowledgement of the acceptance of its terms by the affected bargaining unit(s).

Section 2. The City Council acknowledges that these policies have been adopted in order to address unanticipated economic shortfalls and as such, these voluntary furloughs will constitute budget related furloughs within the meaning of 29 C.F.R. §541.710 and are an integral part of the City's expenditure reduction efforts within the meaning of Chapter 430, Washington Session Laws of 2009.

RESOLVED this _____ day of _____, 2011.

CITY OF GIG HARBOR

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

FILED WITH THE CITY CLERK: 01/07/11
PASSED BY THE CITY COUNCIL: 01/10/11
RESOLUTION NO. 854

Exhibit A

CITY OF GIG HARBOR

VOLUNTARY FURLOUGH POLICY AND PROCEDURE

Effective: January 11, 2011 **Expiration:** This policy shall expire on December 31, 2011.

The City reserves the right to revise, supplement, clarify or rescind any policy or portion of a policy when deemed appropriate by the Mayor or City Administrator.

1.0 OVERVIEW

- 1.1 INTENT OF POLICY - This policy is adopted to allow voluntary furloughs and is in addition to the City of Gig Harbor Personnel Policies and serves as a general guide to the City's employment practices and procedures. This policy is not intended to be a contract, express or implied, or any type of promise or guarantee of specific treatment upon which you may rely, or as a guarantee of employment for any specific duration.

Employees who are exempt from collective bargaining representation or otherwise deemed executive, managerial, or confidential by the City are considered at-will employees and may be terminated from City employment at any time with or without cause and with or without notice. All other employees' employment status shall be governed by the personal employment contract, collective bargaining agreement, civil service rules, City Personnel Policies, or other written document applicable to the individual case.

- 1.2. SCOPE OF POLICY AND PROCESS- In cases where this policy conflicts with any City ordinance, Civil Service rule and regulation, the provision of a collective bargaining agreement, state or federal law, the terms of the law or agreement prevail. In all other cases, this policy applies.

The City Administrator may approve voluntary furloughs upon application by individual employees. At his sole discretion, the City Administrator reserves the right to approve or deny voluntary furlough requests, based on the business needs of the City. Under this policy, voluntary furloughs are purely voluntary on the employee's part, and the City cannot mandate that any employee take voluntary furlough days. Employees requesting voluntary furlough days should provide a written request, with department head concurrence, to the City Administrator at least one week before the requested furlough day(s). While there is no limit to the number of voluntary furlough days that an employee can request, the City Administrator reserves the right, at his sole discretion, to limit or reduce the number of days being requested, based on the business needs of the City.

1.4 DEFINITIONS - The following definitions are meant to clarify the language used in this policy in reference to furlough process and eligibility.

Delayed Furlough Day – A day off without pay taken in place of a designated furlough day.

Furlough –The placement of employees in a temporary status without duties and without pay. Furloughs will temporarily be administered as follows:

1. Approval of furlough is to be processed in writing when possible.
2. During a furlough day, furloughed employees remain City employees.
3. Outside employment for furloughed employees remains subject to the City’s policies, procedures, collective bargaining agreements, civil service rules and regulations, and other established guidelines.
4. Furloughed employees may not volunteer to do what the City otherwise pays employees to do.
5. Health insurance will continue in full for a furloughed benefit-eligible employee unless the employee is on unpaid leave more than 30 consecutive days.

FLSA-Exempt Employee – An individual designated by the City Administrator as being employed in a bona fide executive, administrative, or professional capacity, as defined by the Fair Labor Standards Act (FLSA) or the Washington Minimum Wage Act (WMWA), and who is therefore exempt from the overtime pay and minimum wage requirements of the FLSA or the WMWA.

Furlough Day – Any day in which a furloughed employee is placed in a temporary status without duties and without pay due to a financial need to reduce expenditures caused by declining revenues.

Furlough-Eligible / Must Report Person – Any position that has been identified as furlough eligible, however, due to job necessity, the employee is required to work on a designated furlough day. In this situation, the employee may take a replacement furlough day at an agreed upon later date.

Furlough-Ineligible Positions – Positions with assigned duties which cannot, in the judgment of the City Administrator, take part in furlough days due to public health, safety, and/or workload demands. These positions may change throughout the furlough process.

Furloughed Employee – Any employee who is voluntarily placed in a temporary status without duties and without pay due to a financial need to reduce expenditures caused by declining revenues.

Hourly – An employee who is entitled to be paid for all actual hours that he/she is required or permitted to work at either the straight time regular hourly rate for hours worked up to and including forty (40) in the workweek or overtime hourly rate at one and

one-half times the hourly employee's regular rate of pay for each hour worked in excess of forty (40) in the workweek.

Voluntary Furlough -- A furlough day or days, initiated at the request of an employee in which the employee is in a temporary status without duties and without pay due to a financial need to reduce expenditures caused by declining revenues.

Workweek – A fixed and regularly recurring period of 168 hours during seven consecutive twenty-four hour periods.

2.0 CLASSIFICATION

- 2.1 FLSA-Exempt Employees – All employees, including FLSA-exempt employees, who are identified as furlough-eligible, will be strictly prohibited from working on furlough days. During weeks in which a furlough occurs, FLSA-exempt employees will be converted to hourly status. FLSA-exempt employees will be required to track their hours consistent with the standard hourly tracking practices used in their home department. During the period when FLSA-exempt employees are converted to hourly, they must subscribe to standard working hours and all other rules (e.g., rest periods and meal periods) which are required in their home department. For example, partial day absences due to medical appointments must be requested in advance and deducted from the employee's sick leave accrual balance.

During weeks in which FLSA-exempt employees are converted to an hourly status, care must be taken to ensure that hourly rules are observed. FLSA-exempt employees converted to an hourly status in a week in which a furlough occurs are specifically directed not to work hours in excess of a standard schedule without the specific authorization of their supervisor or manager. FLSA-exempt employees must observe the agreed upon starting and ending times to each work day. Such work includes being physically present in the office, working at home, working online, working on the telephone, "working lunches", working on a blackberry or working on a cell phone. All work in service of the City for which an individual does not receive compensation through the approval process, including overtime, is prohibited. Attendance at off-hour meetings such as public hearings is compensable and must be recorded during furlough-affected weeks. During weeks in which FLSA-exempt employees are converted to hourly status, they may flex their work schedules, on an hour-for-hour basis within the work week, to make up for time worked off-hours (evening meetings, for example).

FLSA-exempt employees who are otherwise furlough-eligible but who submit an "Intent to Retire" form will not be converted to an hourly status during weeks in which a furlough occurs.

- 2.2 Regular Part Time / Hourly– Regular part-time and hourly employees will take the furlough days as scheduled. If a regular part-time or hourly employee is working an alternative workweek which provides for a regularly scheduled day off on a scheduled furlough day, an alternate unpaid furlough day will be scheduled preferably within the

same week as the standard furlough day. Regular part-time and hourly employees will not be used to substitute for regular full-time employees who are on furlough days.

3.0 PAY AND BENEFITS

Unless otherwise provided for in an applicable collective bargaining agreement, the following applies:

- 3.1 Adjusted Service Date: An employee's adjusted service date (for leave accrual, seniority, and other purposes) shall not be changed due to unpaid furlough days.
- 3.2 Probationary Periods: Probationary periods are generally six (6) months in length. With the institution of furloughs, probationary periods will continue to be six months. Unless an employee is on more than fifteen (15) furlough days during the probationary period, Furlough days will not be considered as a reason to extend a standard probationary period.
- 3.3 Meal/Rest Periods: There will be no change in meal and rest periods due to furlough days being observed in any work week
- 3.4 Workweek: The definition of "workweek" will consist of seven consecutive 24 hour periods or 168 consecutive hours. The Department Heads will be responsible for administering workweeks affected by the furlough program.
- 3.5 Recordkeeping Requirements: Under the FLSA, the City is required to keep records on employee time. For FLSA overtime-eligible employees, this means that records must be kept for hours worked each day and the total hours worked each workweek. Recordkeeping requirements also apply to FLSA-exempt employees who are identified as furlough-eligible because they are converted to hourly employees in a week in which a furlough day occurs. During such weeks, FLSA-exempt employees will be required to conform to all of the policies normally observed by hourly employees. Attendance at off-hour meetings, such as public hearings, are compensable and must be recorded during furlough affected weeks.
- 3.6 Overtime / Compensatory Time: Those terms and conditions describing overtime and compensatory time contained in collective bargaining agreements, City policy, ordinance, or any other recognized guideline will continue to apply. When FLSA-exempt employees are converted to an hourly status during a week when a furlough occurs, hourly terms and conditions will apply to them. For example, an FLSA-exempt employee who, due to business conditions such as an emergency call out, works more than forty (40) hours in a week while in an hourly status will earn overtime payment or compensatory time.

Compensatory time accrual for FLSA-exempt staff converted to hourly during furlough affected weeks will only be approved in rare and unusual circumstances. Managers must consult with the City Administrator prior to making such approvals.

Unpaid leave (furloughs) will not count as hours worked toward the overtime threshold.

- 3.7 Medical, Dental, Vision Benefits: Medical, dental, vision, EAP and other insurance benefits (with the exception of life and disability insurance which is calculated based on salary) will be unaffected by the furlough except when an employee is on unpaid status for 30 consecutive days or more.
- 3.8 401(a) and 457 Retirement Plan Contributions: The City's 401(a) defined contribution retirement plan is based on earnings. Furloughs will reduce earnings and therefore reduce the City's and the employee's contribution to the 401(a) plan. Employee participation in other plans such as the 457 deferred compensation plan which are contributed as a percentage of income will also be reduced accordingly.

4.0 ALTERNATIVE WORK ARRANGEMENTS

- 4.1 Alternate Workweeks: Individuals working a compressed workweek (e.g., 9/80 or 4/10 hour workweeks) may take unpaid furlough days. Individuals working an alternative workweek who have a normal day off on a scheduled unpaid furlough day may schedule and observe an alternate unpaid furlough day within that same pay period.
- 4.2 Timekeeping: Each department is responsible for establishing methods to ensure voluntary furlough days are observed by each furlough-eligible employee.

5.0 LEAVE ADMINISTRATION:

- 5.1 Vacation and Leave Accruals: The accrual of vacation and sick leave will not be affected by the 2009 furlough days, unless the employee is in unpaid status for 30 consecutive calendar days or more.
- 5.2 Vacation. Employees may not use their paid vacation benefit on a day they would not normally be paid. Furlough days are not paid.
- 5.3 Vacation Carryover. Failure to use vacation leave beyond the maximum accrual amount results in forfeiture of the vacation leave unless specific "carryover" authorization has been provided by the City Administrator. This authorization will generally be granted in instances where, due to the direct result of the voluntary furlough, vacation use was either denied or, due to the furlough, no opportunity was available to schedule or reschedule before the end of the year. It is the responsibility of employees and managers to plan their vacations and workload during the year in order to avoid maximum vacation accrual issues. Departments have the obligation to ensure that the necessary adjustments to employee schedules are made prior to the end of year.
- 5.4 Family Medical Leave (FMLA). Employees will continue to have 12 weeks of protected Family Medical Leave as allowed under the Family Medical Leave Act (FMLA). Employees will not have a right to be paid on any day for which they would not normally be paid. In other words, employees on FMLA are not entitled to a paid day on a furlough

day. Employees on FMLA leave will have the equivalent number of protected days for each furlough day added to the end of the 12 weeks of protected FMLA leave.

Eligibility. A furlough day is considered to be a regular day off and should not be counted when calculating leave eligibility. For example, when calculating whether the employee worked 1,250 hours in the previous 12 month period under FMLA, one would not count any furlough days as earned or hours worked.

- 5.5 Military Leave. The Washington State Legislature changed the number of paid military leave days from 15 to 21 in 2008. Managers and supervisors will continue to grant military leaves in accordance with the law. The annual leave periods are not to exceed 21 work days during each year. Such leaves are made with pay to employees eligible for leave benefits for the purpose of taking part in active duty or military training. Employees are not eligible to be paid for military leave on days when they would not normally be paid. Unless identified as “furlough-ineligible,” employees on military leave are not paid on furlough days. Persons taking military leave will continue to receive 21 paid work days per year to take part in active duty or military training. The requirements to submit a written request for military leave to the employee’s supervisor and attach copies of military documents that order the active duty will continue to be required.
- 5.6 Active Military Duty. USERRA provides that employees on a furlough or a leave of absence are to be given the same rights of employees on other types of leave. In the case of a furlough, active military employees do not have any more rights than other employees to use paid leave accruals while on leave for military service. For employees receiving supplemental military pay, furloughs will impact their regular differential pay. Employees will not receive supplemental pay for furlough days.
- 5.7 Domestic Violence Leave. Effective April 1, 2008, under Washington State law, employees who are victims or who are family members of victims of domestic violence, sexual assault or stalking may take a reasonable period of leave to receive medical treatment, attend legal proceedings or address safety concerns. The employee may elect to use sick leave, other paid time off, compensatory time or unpaid leave time. Managers and supervisors must continue to approve paid or unpaid leave time for domestic violence leave; however, they may not approve the use of paid leave time for those days for which an employee would not normally be paid. Managers and supervisors may not approve the use of paid domestic violence leave for scheduled unpaid furlough days.
- 5.8 Bereavement Leave. Employees are not eligible to be paid for bereavement leave on days when they would not normally be paid. Managers or supervisors will continue to approve bereavement leave within the limitations established. Managers or supervisors may not approve the payment of bereavement days for scheduled unpaid furlough days.
- 5.9 Jury Duty. Employees are not eligible to be paid for jury duty on days when they would not normally be paid. Employees called to jury duty during a furlough day would not be eligible to receive their regular compensation on that day but may be eligible to keep

their court provided jury duty pay for that day which would otherwise be returned to the City.

- 5.10 Washington Family Care Act (WFCA). The furloughs should have no impact to WFCA leaves of absence. The WFCA provides that an employee may use paid leave accruals when caring for a qualifying family member with a serious health condition. The WFCA does not overrule a collective bargaining agreement or employer policies regarding the use of paid leaves. As a result, employees are not entitled to paid leave under the WFCA on a furlough day.
- 5.11 Pregnancy, Childbirth or Pregnancy Related Conditions (PCPRC). Furlough days do not impact PCPRC leave. The City will continue to treat female employees on PCPRC in the same manner as other employees on leave for sickness or other temporary disabilities. PCPRC may be taken the day before and the day following an unpaid furlough day but not on the unpaid furlough day.
- 5.12 Sick Leave Use. Employees may not use sick leave for furlough days. Employees may use paid leave benefits only on those days they are normally scheduled to work. Employees are not eligible to be paid for sick leave on days when they would not normally be paid.
- 5.13 Compensatory Time. Employees are not eligible to be paid for compensatory time on days when they would not normally be paid. Compensatory time will not be used in place of designated unpaid furlough days.

FLSA-exempt employees who are permitted to earn compensatory time during a furlough week in which they are designated as hourly must also use compensatory time during a furlough week in which they are designated as hourly. Managers and supervisors must consider very carefully (in advance) whether compensatory time will be approved in lieu of overtime payments. The recommended approach is that all hourly employees work within the forty (40) hour workweek structure and not incur compensatory time or overtime during a designated furlough week. Any furlough-eligible employee incurring unapproved compensatory time or overtime during a designated furlough week will be subject to discipline.

- 5.14 Holiday Pay. The requirement to be in paid status the day before and the day after a holiday in order to be paid for the holiday will be waived in those circumstances where the unpaid day is a furlough day. If an individual is in an unpaid status on a day before or a day following a holiday not caused by a furlough day, the employee will not be paid for the holiday. If a scheduled furlough day falls on a paid holiday, the employee will receive holiday pay for that day.

6.0 RESCISSION OF APPROVED LEAVES. (Not applicable under voluntary furloughs)

7.0 RETIREMENT

In accordance with the provisions of the recently enacted SB 6157, any compensation foregone by a member of the State Retirement System applicable to municipal employees shall include any compensation foregone by a member during the 2009 to 2011 fiscal biennium as a result of reduced work hours, voluntary leave without pay or temporary furloughs. These rules shall be interpreted in accordance with the state of Washington's DRS rules which are anticipated to be issued on or about July 1, 2009.

8.0 COMMUNICATION.

8.1 New Hires. (not applicable under voluntary furloughs)

9.0 ADDITIONAL.

9.1 Grievance Procedures/Timelines. Grievance procedures typically specify the number of days for each step of a grievance. The number of days are typically specified as "days," "calendar days," or "business days." The terms and conditions of all collective bargaining agreements will be observed unless specifically overridden by a Memorandum of Understanding. Where a collective bargaining agreement specifies "calendar days," furlough days will generally be considered calendar days. Where the collective bargaining agreement specifies "business days," furlough days will be considered business days if the employee is furlough-ineligible and non-business days if the employee is furlough-eligible. Where the collective bargaining agreement specifies "days," the parties will agree on the meaning of the term upon notification of the grievance.

There is no property right to scheduled or substituted furlough days. There is no requirement to hold Loudermill hearings on furloughs for employees who are identified as furlough-eligible.

9.2 Unemployment Compensation. Eligibility is determined by the Washington State Department of Employment Security.

9.3 Emergency Procedure. In those cases where an emergency call out occurs on a furlough day or during a furlough week, employees may be called back to work. Such employees are compensated in accordance with standard compensation procedures and in conformance with the applicable collective bargaining agreement. FLSA-exempt employees may be called back to work on a furlough day. FLSA-exempt employees are compensated on an hourly basis for all time worked within a furlough affected week. FLSA-exempt employees are required to track their time during a furlough affected week consistent with the practices in their department. Overtime pay is paid to such non-represented employees for all hours worked in excess of forty (40) hours within that week including weekend days within the same week. If such employees are represented, they are paid in accordance with their collective bargaining agreements for calculation of overtime.

In the case of an employee being called to work on an unpaid furlough day due to emergency situations, the employee is not required to make up the furlough day at a later date.

10.0 PUBLIC DISCLOSURE ACT.

The term “business day” is not defined under the Public Records Act. When considering whether one should count a furlough day as a business day, one should keep in mind that the act is to be liberally construed. Recognizing that some parts of the city will be open on furlough days, the recommended course of action is to regard all furlough days as business days for public disclosure request purposes.

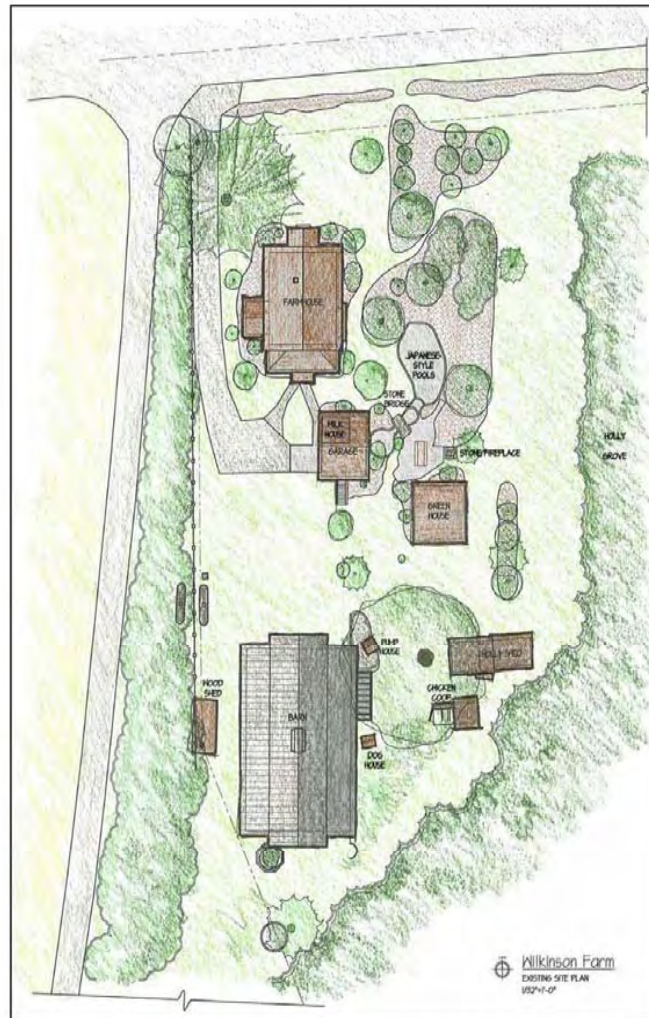
Wilkinson Greenhouse New Construction

Wilkinson Farm, Gig Harbor
BOLA Architecture + Planning

Historic Structures Report
September 13, 2007, page 60



Panoramic view looking north from in front of the Barn. The entry drive, Farm House, Garage and Greenhouse are visible from left to right.

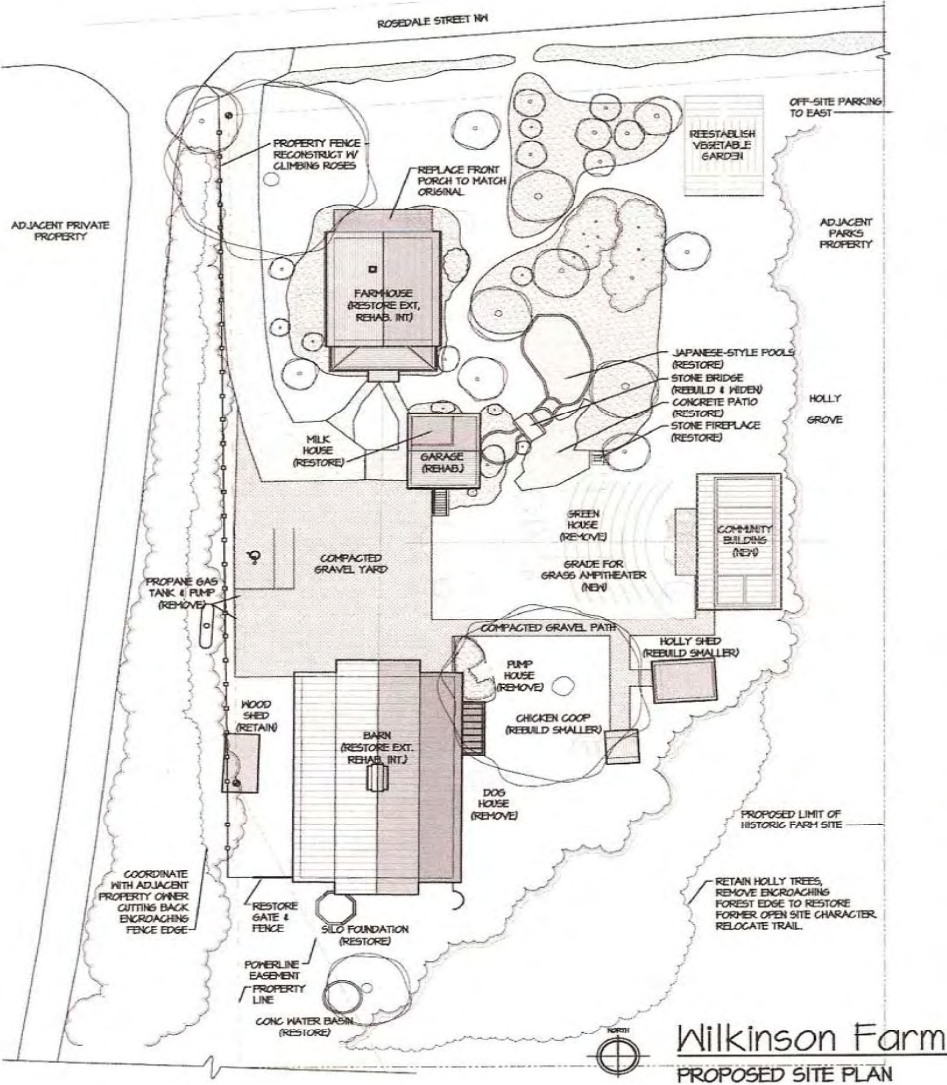


Existing Site Plan of the approximately one-acre Farm Yard area at the northwest corner of the property with site features, buildings, and structures and nearby holly grove. North is up in this drawing. The area shown is approximately 1.1 acres. (BOLA Architecture + Planning)

Development and Use of the Property

- Farm and Farm Yard (ca. 1990-1950)
- Barn (1914-1915)
- Farmhouse (ca. 1920)
- Milk house (garage, ca. 1920)
- Holly Grove (ca. 1925)
- Holly Shed (ca. 1925)
- Chicken Coop (ca. 1935)
- Vegetable Garden (ca. 1920)
- Garage (ca. 1950)
- Domestic Flower Garden (ca. 1930-1950)
- Japanese Garden Style Pool and Bridge (ca. 1950)
- Concrete Patio and outdoor Fireplace (ca. 1950)
- Greenhouse (1974)

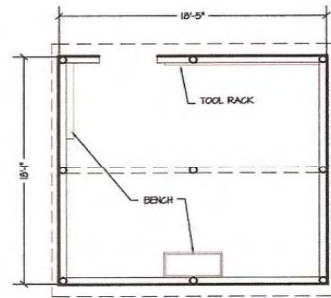
PROPOSED SITE PLAN



Wilkinson Farm City Park Ad Hoc Committee

Recommended Adaptive Uses (2007):

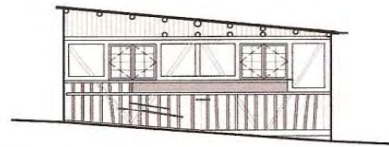
- Living history presentations and performances
- Interpretive programs
- Outdoor theatre
- Enhanced pedestrian activity
- Field trips
- Demonstration gardens and gardening
- Low impact recreation (bird watching, gardens, lawn games, walking trails, sledding)
- Low impact events (farming, logging, tool demos, kite flying, garden shows, hayrides)



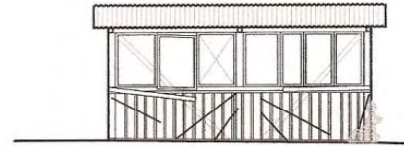
MAIN FLOOR PLAN



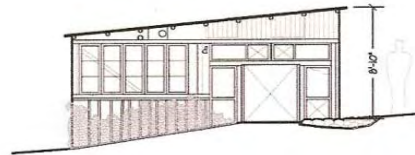
ROOF PLAN



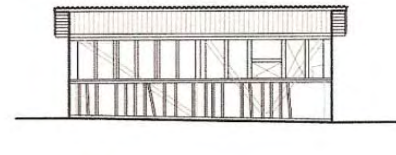
SOUTH



EAST



NORTH



WEST



Wilkinson Farm
GREENHOUSE PLANS AND ELEVATIONS

Horticultural Services Inc & flora finder

Horticultural Services Inc & flora finder

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Featured Projects



Lynnwood High School, Lynnwood, Washington



Rhododendron Species Foundation & Botanical Garden, New Virreya Greenhouse

Corporate Office
800.256.0021 | 253.867.5213 | 253.867.0817 facsimile
3707 179th Ave E, Laker Tappan Washington 98391
PO Box 1328, Sumner Washington 98390

Contact Us @ sales@hortservicesinc.com
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Debbie Frame, Western Washington Sales

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Page 1 of 1









Nexus Vail
22' x 50'
Spokane, WA



Wilkinson Greenhouse New Construction

- New greenhouse 18' x 18', compared to 18' x 18' existing
- Height @12' feet compared to 9'
- Straight eave
- Kneewall shown (standard is 28")
- Two door gables
- Ground snow load 25 lbs. per square foot
- 85 mph
- Interior benches, fans, controllers
- Poly carbonite covering (Lexan)
- Heating
- Benching

Cost: @\$16,068.63 with tax, paid with grants and donation

Estimated Construction Start: August, 2011 - May, 2012

MEMO

November 26, 2010

To: Gig Harbor Parks Commission

From: Robyn Denson, Parks Commissioner

Re: Crescent Creek Playstructure, Proposal of 'Next Steps'

Subsequent to the October 4, 2010 joint City Council/Parks Commission meeting, two meetings were hosted by the City of Gig Harbor to discuss the development of a new playground facility at City Park at Crescent Creek (10/19 and 11/9). Attendees included representatives from the City of Gig Harbor, the City Parks Commission, the Greater Gig Harbor Foundation (formerly PenMet Foundation), PenMet Parks, and private citizens who are parents of playground-age children. See below for a list of meeting attendees.

At the most recent November 9th focus group meeting, those in attendance agreed to present the Parks Commission with a general proposal to move forward the play structure planning process. The group hopes the Park Commission will forward a recommendation to the full City Council.

The community group suggests the following general plan of action:

1. The City Hosts a Public Forum (proposed for March 3, 2011) to gather input from the community regarding what kind of playground structures it would like to have at City Park, within certain parameters, including a budget and limiting the structure to confines of the current fenced play area. Below are listed some initial ideas of structures/components from the preliminary community focus group.
2. The Parks Commission considers the input from the Public Forum then forwards a recommendation for general parameters (including budget limit and square footage) of the playground design to City Council for approval.
3. Once the estimated playground cost is known and a design is selected, the stakeholders will recommend a funding strategy that may be submitted to the City for consideration. This funding strategy may include partnerships with external groups who have expressed interest in helping coordinate fundraising (such as parent group(s), individuals, PenMet Parks, and the Greater Gig Harbor Foundation).
4. Playground fundraising begins. Once the monetary goal is reached, the playground is constructed (goal of 18 months from inception of fundraising).

Preliminary Playground Ideas from Focus Group

More detailed ideas will come from the larger community forum (proposed for March 3, 2011).

- The current playground area enclosed by the fence would remain the same.
- The swing area would remain an area for swings.
- A certain percentage of the remainder of the area could be reserved for a large, multi component playground structure. A percentage of that structure will be fully-accessible and a smaller percentage of the features, interspersed within the overall structure, would be of a more challenging nature for children with broader physical abilities.

- The remainder of the playground area would be reserved for playground structures which are more challenging and innovative than are usually found in playgrounds.
- Ideally the play structures would reflect the character of Gig Harbor and the existing character of the park.
- A few of the specific features that have been mentioned include: All enclosed by a fence (such as the one which already exists), twisty slides, sand box, benches, picnic tables, sand shovel/digger, handicap accessible swings, activity panels incorporated (for a variety of ages and physical levels).

Attendees of 10/19/010 meeting:

City of Gig Harbor, Public Works – Marco Malich, Terri Reed
Gig Harbor Parks Commission – Robyn Denson, Emily Cross
Greater Gig Harbor Foundation –Julie Gustanski
PenMet Parks – Eric Guenther, Elaine Sorensen, Bill Miller
Parent Representative – Stephanie Payne

Attendees of 11/9/10 meeting:

City of Gig Harbor – Terri Reed, Rob Karlinsey, Dan Lilley
Gig Harbor Parks Commission – Robyn Denson
Greater Gig Harbor Foundation – Larry Bleich, Julie Gustanski
PenMet Parks – Todd Iverson
Parent Representatives - Stephanie Payne, Abigail Bushley



REVISIONS		DESIGNED BY: ADL		CRESCENT CREEK PARK PLAYGROUND PROJECT	PLAYGROUND LIMITS	JOB NO. DRAWING NO. SHEET 1 OF 1
		CHECKED BY: JDJL				
		APPROVED BY: JDJL				
		SCALE: AS SHOWN				
GIG HARBOR "THE MARITIME CITY"		PUBLIC WORKS DEPARTMENT 3510 Grandview Street Gig Harbor, WA 98336 (253) 851-6170 www.cityofgigharbor.net				

Subject: Approve Indoor/Outdoor Display And Exhibits Policy.

Proposed Council Action: Approve and authorize the Indoor/Outdoor Display and Exhibits Policy.

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton
Special Projects

For Agenda of: January 10, 2011

Exhibits: Policy and Exhibit Agreement

Concurred by Mayor: _____ Initial & Date CLH 1/6/10

Approved by City Administrator: ROK 1/6/10

Approved as to form by City Atty: AB VIA EMAIL

Approved by Finance Director: _____

Approved by Department Head: _____

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

INFORMATION / BACKGROUND

The City of Gig occasionally allows art on city property. The attached Indoor/Outdoor Display and Exhibits Policy offers direction regarding what is considered appropriate artwork, sales management and owner liability whenever art is displayed on City property. (See attached policy)

FISCAL CONSIDERATION


None.

BOARD OR COMMITTEE RECOMMENDATION

The Arts Commission reviewed and approved the policy on December 14, 2010.

RECOMMENDATION / MOTION

Move to: Approve and authorize the Indoor/Outdoor Display and Exhibits Policy.

	CITY OF GIG HARBOR – POLICIES AND PROCEDURES	
	TITLE: INDOOR / OUTDOOR DISPLAYS and EXHIBITS	
POLICY MANUAL SECTION & NO.	EFFECTIVE DATE: 11/22/10 REVISED DATE:	APPROVED:

BACKGROUND

Periodically, private citizens, business groups or other organizations desiring to display art at the Civic Center for public enjoyment approach the City. There are also occasions where public right-of-way or Parks are used to display art. It provides local and regional artists and art groups an opportunity to display art work in a public setting. In order to clarify the types of art considered appropriate subject matter for public display, the City of Gig Harbor has developed Policies and Procedures.

PURPOSE

The purpose of these displays is to foster community appreciation of art by exhibiting works of quality and artistic expression. There will be special emphasis on exhibiting work of local artists.

EXHIBITION POLICIES AND PRODEDURES

1. Exhibit Agreement

Prior to acceptance of artworks for display, the City of Gig Harbor will prepare an **Exhibit Agreement** with the artist, group or entity.

2. Liability

All artwork and/or items on display at the City of Gig Harbor Civic Center or on City property or right-of-way are the financial responsibility of its artist, curator or owner. The City of Gig Harbor will not be held liable for any damage resulting from the transport, handling or display of any artwork and/or items at the Civic Center or any other physical city-owned location. Neither is the City of Gig Harbor financially responsible or liable for the theft or loss of any displayed artwork and/or items. Artists, curators or owners displaying at the City of Gig Harbor Civic Center will be responsible for insuring their own artwork and/or items.

3. Acceptance Policy

The City Administrator has the authority to refuse art work that is deemed to be inappropriate or incompatible with the public uses of the City's property. Inappropriate and incompatible artwork as deemed by the City Administrator is defined as political art, sexually suggestive art, religious art, violent art, nudity, and derogatory art against race, ethnicity, national origin, gender, religion, marital status, sexual orientation or other person or class of people protected under RCW 49.60.030.

4. Sales

Pricing will not be displayed on the artwork. Artists may include contact information and an inventory of the artwork including pricing in a book or brochure near the exhibit. If art work is sold during the exhibit the art will not be removed until after the close of the exhibit or show.



Exhibit Agreement

All artwork and/or items on display at the City of Gig Harbor Civic Center are the financial responsibility of its artist, curator or owner.

The City of Gig Harbor will not be held liable for any damage resulting from the transport, handling or display of any artwork and/or items at the Civic Center or any other physical location owned or managed by the City of Gig Harbor.

Neither is the City of Gig Harbor financially responsible or liable for the theft or loss of any displayed artwork and/or items.

Artists, curators or owners displaying at the City of Gig Harbor Civic Center will be responsible for insuring their own artwork and/or items.

Signed this _____ day of _____, 20 _____.

Artist or Representative

City of Gig Harbor



Date: January 4, 2011

To: City Council
From: Mayor Hunter

Subject: Council Committees

It is a new year and time for the City Council to select their committee preferences. Please see the attached sheet on which you can select your preferred committees. Please make your selection and return the sheet to Molly Towslee by 5:00 p.m. on Monday, January 17, 2011.

I will review the selections and make recommendations for appointment to the committees, including committee chairpersons, at the January 24, 2011 City Council meeting.

For the committees to operate efficiently and effectively, I believe it is important for the Council committees meetings to be less directional and more informational, wherein staff provide their professional advice and facts and questions are brought forward and vetted.

Because Council committees consist of no more than three Councilmembers each, these committees in no way approve or deny policy proposals. The intent is not for proposed policies to "die in committee"; instead, proposals should receive a policy level discussion whereby questions get answered and alternatives are considered. Issues can move forward for full Council discussion and consideration regardless of what happens in committee.

At committee meetings, committee members should keep the discussion at the policy level and should generally avoid getting into or attempting to provide direction on operational issues that are clearly under my and the city administrator's authority.

Also, not all proposals and issues are required to go through the committee. I reserve the right to bring issues and proposals directly to the City Council, depending on a variety of factors, such as efficiency and expediency. Furthermore, operational issues which are clearly within my authority need not go to committee at all.

Overall, staff and I are supportive of the Council's standing committee system and see the value in utilizing these committees as sounding boards and keeping you informed. Council committees also provide another opportunity for a public meeting before proposals go before the City Council for final approval. This allows for the public to know about a proposed

policy before it advances to the more formal Council meeting level.

Thank you for your hard work as you serve on these committees, and we look forward to serving and working with you in 2011.

Each year, Council is to elect a Mayor Pro Tem. Thank you Councilmember Payne for serving in this capacity during the past year. I would like Council to agree to who shall serve as Mayor Pro Tem during 2011 and make a motion to appoint on January 24th.

The Standing Council Committees have been in effect for four years. Per GHMC 2.51.040, the Mayor may make a recommendation for appointment may be made annually after each council election, or more frequently, but in no event more frequently than annually unless vacancies occur.

Here is a list of the existing committees:

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

And when they meet:

- Finance and Safety:** quarterly on the third Monday of the months of March, June, September, and December at 4:00 p.m.;
- Operations and Public Projects:** Third Thursday of the month at 3:00 p.m.
- Planning and Building:** Bi-monthly or as needed on the first Monday of the month at 5:15 p.m.
- Intergovernmental Affairs:** Quarterly as needed on the second Monday of the months on Jan. Apr, Jul and Oct at 4:30 p.m.;
- Board and Commission Candidate Review:** As needed on the fourth Monday of the month at 4:30 p.m.

Please indicate your choice below, and a recommendation will be brought back at the next meeting. Please indicate your 1st, 2nd, 3rd, 4th, and 5th choices in order of interest.

Please **return this completed form** to the City Clerk by **January 17th** in order to be included in the January 24th Council Agenda. *Thank you.*

<u>Committees</u>	<u>Order of Choice</u>
Finance and Safety	_____
Operations and Public Projects	_____
Planning and Building	_____
Inter-governmental Affairs	_____
Board and Commission Candidate Review	_____

Name: _____