

Gig Harbor City Council Meeting

**December 12, 2011
5:30 p.m.**



**AMENDED AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, December 12, 2011 – 5:30 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of Nov. 14, 2011.
2. Liquor License Action: a) Special Occasion – Homestead Group Home; b) Application – Moctezuma's.
3. Receive and File: Budget Worksession II Nov. 8, 2011 – Amended Minutes.
4. Resolution No. 885 - Surplus Property.
5. Lobbying Services Contracts.
6. Water Rights Assistance – Agreement for Attorney Services/Tom Mortimer.
7. Financial Management Software Upgrade Agreement.
8. Resolution - Fee Schedule Update for 2012.
9. Amendments to Maritime Pier Restroom Contribution Agreements – Sunshine LLC and Dylan Enterprises (Tides Tavern).
10. GHPD - Consultant Services Contract / Pendleton Consulting, LLC.
11. Point Fosdick Drive/56th Street Improvement Project – Ratification of Transportation Improvement Board (TIB) Grant Agreement.
12. Point Fosdick Drive/56th Street Improvement Project – Consultant Service Contract/David Evans and Associates, Inc.
13. Playground Design Services Agreement – Shane's Inspiration.
14. Agreement for Phone System and Broadband Services.
15. Approval of Payment of Bills for Nov. 28, 2011: Checks #68446 through #68559 in the amount of \$827,609.08.
16. Approval of Payroll for the month of November: Checks #6371 though #6390 in the amount of \$306,359.53.

PRESENTATIONS:

1. Recognition of Service - Councilmembers Conan and Franich.
2. Tacoma Pierce County Tourism Professional of the Year – Lauren Lund.

OLD BUSINESS:

1. Second Reading of Ordinance – Performance Based Height Exceptions for Private Schools.

NEW BUSINESS:

1. Public Hearing and Resolution – Six -Year Transportation Improvement Program.
2. Planning Commission Work Program – Revised.

STAFF REPORT:

1. Planning and Building Committee Update.

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Operations Committee: Thu. Dec 15th at 3:00 p.m.
2. Finance / Safety Committee: Mon. Dec 19th at 4:00 p.m.
3. No second Council Meeting in December.
4. Civic Center closed Mon. December 26th in observance of Christmas.
5. Civic Center closed Mon. Jan 2nd in observance of New Years.

EXECUTIVE SESSION: For the purpose of discussing pending Guild Negotiations per RCW 42.30.140(4)(a), and property acquisition per RCW 42.30.110(1)(b).

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – NOVEMBER 28, 2011

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

CALL TO ORDER: 5:30 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of Nov. 14, 2011.
2. Receive and File: Minutes of Budget Worksessions – Nov. 7th and 8th, 2011.
3. Resolution – Cooperative Purchasing.
4. Memorandum of Understanding – Gig Harbor Historical Museum.
5. Amendment to City Attorney Contract.
6. Approval of Payment of Bills for Nov. 28, 2011: Checks #68351 through #68445 in the amount of \$461,047.79.

MOTION: Move to adopt the Consent Agenda as presented.
Conan / Young – unanimously approved.

OLD BUSINESS:

1. Final Public Hearing and Second Reading of Ordinance – 2012 Proposed Budget. Finance Director David Rodenbach gave an overview the 2012 Budget. He explained that no changes had been made since the last reading.

Mayor Hunter opened the public hearing at 5:32 p.m. No one came forward to speak and the hearing closed.

MOTION: Move to adopt Ordinance No. 1227 as presented.
Payne / Conan - unanimously approved.

2. Public Hearing and Second Reading of Ordinance – 2011 Budget Amendment. Finance Director David Rodenbach presented the background information for amendments to the general fund, the street operating fund, and the street capital fund prior to year end.

Mayor Hunter opened the public hearing at 5:38 p.m. No one came forward to speak and the hearing closed.

MOTION: Move to adopt Ordinance No. 1228 as presented.
Young / Malich - unanimously approved.

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – Performance Based Height Exceptions for Private Schools. Senior Planner Jennifer Kester presented the background on this zoning code text amendment to include private primary and secondary schools to be eligible for performance-based height exceptions for gymnasiums and performing arts related facilities.

Councilmember Malich masked if he needed to recuse himself as a member of St. Nicholas Church. City Attorney Angela Belbeck explained that this is a legislative issue and recusal would not be required.

Mayor Hunter opened the public hearing at 5:43 p.m.

Eileen McCain. Ms. McCain said she is a St. Nicholas parishioner, has two children in their school, and is helping St. Nicholas in her capacity as a land use attorney. Ms. McCain explained that St. Nicholas is asking for the same consideration that public schools receive. She passed out proof of the school's state accreditation as a private school. She mentioned an understanding of the impact on the surrounding neighborhoods; the reason they have met with the Greyhawk Neighborhood Association and invited them to participate.

Councilmember Young asked if consideration would be given to take the additional step to have the school property re-zoned to P-I in order to leave some legislative control to where this could occur.

Ms. McCain responded that a private school could never meet the definition of a public institution. Limiting the condition to state accredited schools was the solution to preventing others from applying. She added that they will still have performance standards that will need to go before the Hearing Examiner.

Ken Montgomery – 7777 Greyhawk. Mr. Montgomery said that his yard backs up to the church and made three points: 1) This exception is within the historic boundary area which was in place before the school or Greyhawk neighborhood; 2) The homeowners will have to endure increased noise from a gymnasium in their backyards; and 3) If allowed, it will lower their property values.

Ken Wheeler – 7733 Greyhawk. Mr. Wheeler said his property abuts the school ground. He said that the children are great, polite and are great neighbors. He suggested that they consider a design that placed the first floor below grade to minimize the appearance and affect of such a massive structure. He said this might cost more than the budget, but they wouldn't have to change the height restrictions.

Jim Eva – 7855 Greyhawk. Mr. Eva said that a number of his concerns have been mentioned. He commented that Greyhawk residents would be more amenable to the project if they had an idea of the plan; where it will be located and what it looks like. He agreed that it's important to get the height restriction exemption before they design the

project. He said he knows if the project is built, their property values will decrease due to blocked view, increased noise, and parking overflow.

Robert Pohl – 7827 Greyhawk. Mr. Pohl said his house is located next to the community hall, one of the possible locations of the new gym. He said he measured the distance from the community hall to his property which is 8'5". If they change the structure it will be detrimental to his property value, and he would oppose this.

Eileen McCain responded that this is a legislative amendment not associated with a site specific project and they need the amendment before they can determine a location. She clarified that the church has been here for close to 100 years but is not located in the historic district. She said that one site being considered is the existing parish hall, which is why the Greyhawk neighbors have been included in the discussions. She said that city code requires modulation which would prevent a large, brick wall facing anyone's yard. In addition, there are several ways to go below grade and the sloping property may allow the project to be built without blocking anyone's view. One reason they've hired BLRB Architect's is that they know city code but until they know the parameters, nothing can be designed. The Greyhawk neighborhood will be part of the planning and design phase when it goes through the performance design phase.

Councilmember Malich asked the height of the current church and whether the gym needs to be adjacent to the church. Ms. McCain didn't know, but said it was once constructed to be used as a gym in the future, but now it isn't suitable. Instead the parish hall would be turned into a gymnasium / multi-purpose facility. She said that the noise would be contained within the gym. She talked about locating the gym close to the school because of inclement weather, and consideration for the elderly and young children.

Mayor Hunter suggested some sort of schematic to make the neighbors feel better.

Councilmember Franich voiced concern that this ordinance affects more than just this one site.

Carol Eva – 7855 Greyhawk. Ms. Eva voiced appreciation for being included in the process. She brought up several points: 1) they were told the structure could be up to 36' right up against their back yard; 2) currently there are AA meetings in the parish hall with lots of motorcycle, auto, and talking noise until 9:30 at night. A gym would have evening events that would increase the noise; 3) there are currently two small driveways into the front of the church and it would be difficult to accommodate the increased traffic.

There were no further comments and Mayor Hunter closed the public hearing at 6:16 p.m. Ms. Kester responded to several Council questions regarding the proposed amendment and project. This will return at the next meeting for a second reading.

2. Appointment of a City Representative for the Public Transportation Improvement Conference. City Administrator Rob Karlinsey introduced this request to appoint an

elected to represent the city at the upcoming December conference to consider revisions to the Pierce Transit Boundaries.

Peninsula Transit's Public Information Officer, Lars Erickson, answered questions on the upcoming meeting. He then asked Pierce Transit's Legal Counsel, Tom Wolfendale, to explain the expectations for the first meeting of the PTIC. Both he and Mr. Erickson answered Council questions regarding the PTIC.

Councilmembers discussed who would like to act as the city's representative. Both Councilmember Malich and Young indicated an interest. Councilmember Young commented that he interacts with many of the same representatives on the PCRC.

MOTION: Move to nominate Councilmember Derek Young to represent the city at the Public Transportation Improvement Conference.
Conan / Payne – unanimously approved.

STAFF REPORT:

1. Flood Control Zone District Presentation by Pierce County: Council direction needed. City Administrator Rob Karlinsey explained that Executive McCarthy and Pierce County Councilmember McDonald would like to speak to Council on the flood district and asked to be scheduled for the December 12th meeting. Councilmember Fleming cannot attend this meeting and has proposed postponing the presentation until January 9th or 23rd.

After discussing the time constraints, Councilmembers concurred that they would prefer to have Councilmember Fleming and the new City Councilmembers present at this discussion. Mr. Karlinsey was directed to try and schedule the discussion at the first meeting in January.

2. Pierce Conservation District \$5 Assessment. Rob Karlinsey explained that Council re-authorized the \$5 per parcel property tax assessment on November 14th. Later, the city received notice from Pierce County that they would be holding a public hearing on December 6th regarding the assessment as well. He said that there seems to be some confusion on who has the authority to administer the funds and so he has asked Angela Belbeck to look into it. He will report back with an answer.

PUBLIC COMMENT:

Peter Stanley – Tides Tavern, PO Box 208, Gig Harbor. Mr. Stanley commented on the new city parking lot adjacent to the Tides, praising the efforts of city staff George Flanigan and Marcos McGraw for the superb job of handling the project. He thanked the city for going out of the way to minimize impact on the restaurant during construction.

MAYOR'S REPORT / COUNCIL COMMENTS:

Councilmember said that the new formatting of the council packet it made it hard to navigate. City Administrator Karlinsey explained that staff is trying out a new program to streamline the process and it's still a work in progress.

Councilmember Young presented an update on actions taken by the AWC Legislative Committee. He said that the letter to the Governor from Washington Mayors regarding revenue cuts was countered with a proposal to give up 30 million in storm-water grant programs and an additional 35% in liquor tax distribution for close to 70 million in reductions.

ANNOUNCEMENT OF OTHER MEETINGS:

Planning/Building Committee: Mon. Dec 5th at 5:15 p.m.

EXECUTIVE SESSION: For the purpose of discussing pending or potential litigation per RCW 42.30.110(1)(i), and Guild Negotiations per RCW 42.30.140(4)(a).

MOTION: Move to adjourn to Executive Session at 7:03 p.m. for approximately 35 minutes For the purpose of discussing pending litigation per RCW 42.30.110(1)(i), and Guild Negotiations per RCW 42.30.140(4)(a).
Payne / Conan – unanimously approved.

MOTION: Move to return to regular session at 7:43 p.m.
Payne / Malich - unanimously approved.

MOTION: Move to adjourn.
Payne / Franich – two voted in favor. Councilmembers Young, Malich and Conan voted no. The motion failed.

MOTION: Move to authorize the Mayor to sign the settlement agreement with Hood Canal Settlement Enhancement.
Young / Conan -

Roll call vote: Young - yes; Franich - yes; Conan - yes; Malich - no; Payne – no. The motion carries three to two.

ADJOURN:

MOTION: Move to adjourn at 7:43 p.m.
Young / Conan – unanimously approved.

CD recorder utilized: Tracks 1002 – 1025

Chuck Hunter, Mayor

Molly Towslee, City Clerk

WASHINGTON STATE LIQUOR CONTROL BOARD-License Services
3000 Pacific Ave SE - P O Box 43075
Olympia WA 98504-3075

TO: MAYOR OF GIG HARBOR

November 23, 2011

SPECIAL OCCASION # 093641

HOMESTEAD GROUP HOME
8802 RANDALL DR
GIG HARBOR WA 98332

DATE: JANUARY 29, 2012 TIME: 6 PM TO 10 PM

PLACE: BROOKSIDE BALLROOM- 6575 KIMBELL DR. GIG HARBOR

CONTACT: SUE BRAATEN 253-858-9690

SPECIAL OCCASION LICENSES

- * License to sell beer on a specified date for consumption at specific place.
- * License to sell wine on a specific date for consumption at a specific place.
- * Beer/Wine in unopened bottle or package in limited quantity for off premises consumption.
- * Spirituous liquor by the individual glass for consumption at a specific place.

If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objection to the issuance of the license. If additional time is required please advise.

1. Do you approve of applicant? YES NO
2. Do you approve of location? YES NO
3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? YES NO

<u>OPTIONAL CHECK LIST</u>	<u>EXPLANATION</u>		
LAW ENFORCEMENT	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
HEALTH & SANITATION	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
FIRE, BUILDING, ZONING	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
OTHER:	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

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



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

TO: MOLLY TOWSLEE, CITY CLERK
RE: NEW APPLICATION

DATE: 11/30/11

UBI: 601-426-874-001-0002

License: 076858 - 1U County: 27
Tradename: MOCTEZUMA'S
Address: 4628 POINT FOSDICK DR NW
GIG HARBOR WA 98335-1707

APPLICANTS:
MOCTEZUMAS GIG HARBOR, INC.
GARCIA, ARTURO ARECO
1953-10-09
GARCIA, BERNARDO
1983-02-01
GARCIA, MARIA MAGDALENA
1955-04-05
GARCIA, MARIBEL
1981-08-28

Phone No.: 253-851-8464 BERNARDO GARCIA

Privileges Applied For:
SPIRITS/BR/WN REST LOUNGE +

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.

- 1. Do you approve of applicant?
2. Do you approve of location?
3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken?
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



GIG HARBOR CITY COUNCIL BUDGET WORKSESSION MINUTES

DATE: November 8, 2011
TIME: 5:30 p.m.
LOCATION: Community Rooms A & B
SCRIBE: Molly Towslee, City Clerk
MEMBERS PRESENT: Mayor Hunter, Councilmembers Kadzik, Payne, Malich, Young and Ekberg.
STAFF PRESENT: Rob Karlinsey, David Rodenbach, Barb Tilotta, Lauren Lund, Steve Misiurak, Emily Appleton, Jeff Langhelm, Marco Malich, Darrell Winans, and Molly Towslee.

INTRODUCTION

After roll call, Rob Karlinsey asked staff to begin.

MARKETING

Marketing Director Lauren Lund said that the 2012 Budget was as tight as 2011.

- Update marketing video
- Reserve fund in good shape
- 2015 U.S. Open – a request to use the reserve fund will be forthcoming

DISCUSSION / RECOMMENDATION

1. Last video five years old; and how it will be used.
2. Web cams; ~~\$1,000 no money~~ in the budget to proceed, but no time to move forward. KING TV not interested. GH Inn okay to put on building
3. Shop Local program.
4. Admin budget will be amended to remove support for Shop Local program. Dollars may be leveraged as the year progresses.
5. Move forward with low-cost alternatives.

PUBLIC WORKS

Rob Karlinsey explained that the extensive 2012 capital projects list is the reason for the request for temporary staff adjustments. These will all be re-evaluated at the end of one year. He recommended explained that if the staffing adjustments are not approved, the projects with strike-through will not be accomplished in 2012. He then explained that there are several projects that he is recommending be postponed until 2013 shown on the blue sheet as strike-through.

Engineering:

- Senior Engineer – increase current from .55 to 1.0
- Temporary Community Development Assistant .55
- Temporary Senior Project Engineer 1.0

DISCUSSION / RECOMMENDATION

1. Roundabout Gap Metering – postpone until 2013.
2. Non-Motorized Facilities Plan Update – move closer to mandatory 2014 comp plan update.
3. Make sure temporary status of staff adjustments is made clear in hiring process.

PARKS Marco Malich gave an overview of the 2012 Parks Objectives and Capital.

DISCUSSION / RECOMMENDATION

1. Community Arts Program - placeholder only. No money allocated in 2012.
2. Wilkinson Farm Park Tree Removal.
3. Wilkinson Farm House electrical system – bring up to useable condition.
4. Wilkinson Farm House / Barn – needs caretaker due to increased traffic on Cushman Trail.
5. Tennis Courts
6. Rohwer House demo. Redo electrical in remaining outbuildings to use for off-season storage.
7. Roof cleaning for rental properties.
8. Request for new dump truck / sander to fill in during snow events. No CDL required to drive.
9. Seasonal Hire to keep up with parks maintenance & flagging. These positions are being negotiated with the guild so only included as a ~~placeholder~~ proposal at this time.
10. Construction Inspector vehicle.
 - a) Refurbish verses new
 - b) 2001 Tahoe not eco-friendly
 - c) More information on Lakewood model requested
 - d) ~~Add more to budget and~~ Explore options for a new vehicle instead of refurbish.

PARKS CAPITAL

- Jerisich Dock Plaza
- Jerisich Dock Extension - piles and another float, better pump-out
- Skansie House – new electrical, some plumbing and some structural repairs.
- Eddon Boat Park – beach water access
- Crescent Creek Park – play structure
- Wilkinson Farm Park Trail System Plan
- Maritime Pier Restroom
- Harbor Hill Park design and engineering
- Cushman Trail Phase 3 design, permitting and construction. Amend budget to remove reference to HBZ funding
- NEPA for Cushman Trail / McCormick Creek Plat Connection
- Public Works Maintenance Facility – design and permitting

DISCUSSION / RECOMMENDATION

1. Use for Skansie Front Room
2. Eddon Boat Park – Parks Commission wants it to be more ADA accessible to restroom and house
3. Pin pile Bridge at Cushman Trail – if you change design you have to re-design and re-permit
4. Cushman Trail grant – is it worth ½ million in matching funds that could be better used elsewhere?
5. Need to think more strategically with grant applications. It's the reason for the strategic fund, but we still have to be careful.
6. Go for pre-engineered building for Public Works Maintenance Facility
7. WWTP Fund should contribute towards design of the PW Maintenance Facility
8. Need to move forward on Bujacich Road Lift Station?

STREET OPERATING Steve Misiurak presented:

- Pavement markings
- Street sign reflectivity
- 2012 pavement maintenance and repair (HBZ vs. non-HBZ)
- Street trees and sidewalk replacement
- City-wide illumination plan

- Speed limit evaluations

DISCUSSION / RECOMMENDATION

1. Sunnybrae neighborhood to be closed off with berm
2. Master plan for vegetation? No, but species are in the public works standards.

STREET CAPITAL

- 56th Street/Pt. Fosdick sidewalk and roadway improvements – two pending grant applications.
- Harborview Dr / Pioneer – demo and flat work to be done in-house (for clock)
- Harbor Hill Drive Extension – HBZ dollars. Multi-year project with an \$800,000 placeholder until scope of work completed
- SR16 Burnham Interchange Roundabout GAP Metering moved to 2013

DISCUSSION / RECOMMENDATION

1. Pt. Fosdick / 56th Street Project – how old? 2003. May have to revisit some design work.

WATER OPERATING Marco Malich presented:

- Annual water meter replacement and testing
- Grandview water tanks painting a darker green
- Shurgard tank – seismically retrofit
- Water valve addition at Hollycroft / Olympic. Reduced dollar amount than shown in budget.
- Abandon asbestos concrete pipe on Stinson
- Well #8 wiring upgrades and building removal
- Woodworth water tank removal
- Emergency Management Services
- Upgrade of SCADA monitoring system

DISCUSSION / RECOMMENDATION

1. Call Councilmembers when using the “insert-a-valve” system at Hollycroft
2. Look into option for someone to buy the Woodworth tank when removed
3. What to do with property when tank removed? Pocket park

WATER CAPITAL

- Deep aquifer well development
- Water rights annual advocate / permitting
- Reuse and reclaimed water – phase 2
- Asbestos cement water main replacement

DISCUSSION / RECOMMENDATION

1. Strategies for Well 1 – alternate with others
2. How much spent on water rights attorney and what tasks were done
3. Reclaimed water: mechanics of plant near Gig Harbor North
4. Did waterline replacement on Pioneer help water quality downtown?

WASTEWATER OPERATING WWTP Supervisor Darrell Winans presented:

- Soundview Manhole repair

WASTEWATER CAPTIAL Steve Misiurak presented:

- Lift Station No. 6 replacement
- Lift Station No. 4 replacement
- Bujacich Lift Station
- WWTP Phase 2
- 56th / Pt. Fosdick Sewer Replacement

DISCUSSION / RECOMMENDATION

1. Avoid construction at Jerisich during summer months
2. Estimated cost to purchase right-of-way for Station 6
3. Design issues and options for Station 4.
4. Design includes showers or laundry at Jerisich?
 - a) Internal plumbing included but not in design
 - b) Cost verses benefit
 - c) Encourages live-a-boards
 - d) Dock not designed as a full-service facility
 - e) Size doesn't warrant
5. Why doesn't city have a standard for lift station design.
 - a) There are standards but each lift station is unique: volume, basin, etc.
6. Sewer rates – no planned increases for 2013 and beyond

STORMWATER OPERATING

- NPDES Phase 2 permitting – more requirements to meet in 2013
- Quail Run storm water facility
- Stormwater outfalls maintenance

DISCUSSION / RECOMMENDATION

1. Land use code to allow for low-impact development : GAP Analysis will help with guidelines to adopt.

STORMWATER CAPTIAL

- Donkey Creek improvement project
- 38th Avenue culvert improvements
- WWTP Cross Culvert Replacement

DISCUSSION / RECOMMENDATION

1. Location of cross culvert, for cleaning purposes and flow diversion of creek.

Rob Karlinsey asked for Council direction on several community requests:

Peninsula School District for \$2500 to support of the KGHP Radio station.

DISCUSSION / RECOMMENDATION

1. Add to Budget.

Gig Harbor Wildwatch for \$2000 in support.

DISCUSSION / RECOMMENDATION

1. It brings people downtown

2. City hasn't done it for others
3. Phenomenal program with unique features
4. Cool, freaky stuff
5. NPDES Education component
6. Should the money be given to the parks department to enhance the concert series instead? Concert series already funded by sponsors
7. Add to 2012 Budget

Peacock Traffic Circle.

DISCUSSION / RECOMMENDATION

City Administrator to let citizen know the challenges and if they can be overcome, it would be brought forward in 2013.

There were no further comments; the worksession adjourned at 7:48 p.m.



Business of the City Council
City of Gig Harbor, WA

Subject: Resolution – Surplus Equipment

Proposed Council Action:

Adopt Resolution No. 885 declaring the specified equipment surplus and eligible for sale.

Dept. Origin: Public Works-Operations

Prepared by: *Marco Malich*
Marco Malich
Public Works Supervisor

For Agenda of: December 12, 2011

Exhibits: Resolution No. 885

Initial & Date

Concurred by Mayor: *CLH 12/12/11*
Approved by City Administrator: *POK*
Approved as to form by City Atty: _____
Approved by Finance Director: *CP*
Approved by Department Head: _____

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

Staff requests authorization to surplus the following equipment:

- 1996 Chevrolet Astro Van
- DeWalt Cordless Drill
- Front Bumper from 1998 Chevrolet
- Push Lawn Mower
- Westin 6' Side Step from 2004 Chevrolet Tahoe
- 2"x12" Cylinder & 2"x 14" Cylinder
- Portable Submersible Pumps used to Pump Water from Drywells (3)
- Pallet of Miscellaneous Fittings and two 4" Plug Valves
- Anoxic Basin Floating Surface Mixer
- Ingersol Rand 3-Ton Trolley Crane from Centrifuge
- Moyno Progressive Pump from Centrifuge

This equipment is obsolete and/or replacements parts are unavailable for repair.

FISCAL CONSIDERATION

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

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt Resolution No. 885 declaring the specified equipment surplus and eligible for sale.

RESOLUTION NO. 885

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

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

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

To declare as surplus:

EQUIPMENT	Quantity	SERIAL / ASSET NUMBER	MODEL INFO.
1996 Chevrolet Astro Van	1	1GCDL19W7TB1 44918	Lic. #30143D
DeWalt Cordless Drill	1	127369/00915	DW995
Front Bumper from 1998 Chevrolet	1	N/A	2500
Push Lawn Mower	1	1D136KC2368/ 01351	11A-038A729
Westin 6' Side Steps from 2004 Chevrolet Tahoe	1	N/A	N/A
2"x12" & 2"x14" Cylinders	2	N/A	N/A
Submersible Pumps used to Pump Water from Drywells	3	N/A	N/A
Pallet of Miscellaneous Fittings & two 4" Plug Valves	1	N/A	N/A

RESOLUTION NO. 885

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DECLARING CITY EQUIPMENT SURPLUS AND ELIGIBLE
FOR DISPOSITION.**

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DeWalt Cordless Drill	1	127369/00915	DW995
Front Bumper from 1998 Chevrolet	1	N/A	2500
Push Lawn Mower	1	1D136KC2368/ 01351	11A-038A729
Westin 6' Side Steps from 2004 Chevrolet Tahoe	1	N/A	N/A
2"x12" & 2"x14" Cylinders	2	N/A	N/A
Submersible Pumps used to Pump Water from Drywells	3	N/A	N/A
Pallet of Miscellaneous Fittings & two 4" Plug Valves	1	N/A	N/A



Business of the City Council
City of Gig Harbor, WA

Subject: Contracts for Lobbying Services

Proposed Council Action:

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

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: December 12, 2011
Exhibits: Lobbying Agreements

Initial & Date

Concurred by Mayor: CLH 12/5/11
Approved by City Administrator: ROK
Approved as to form by City Atty: email
Approved by Finance Director: [Signature]
Approved by Department Head: _____

Expenditure	Amount	Appropriation
Required \$118,000	Budgeted \$120,000	Required \$0

INFORMATION / BACKGROUND

There are two proposed contracts for consulting services with Gordon Thomas Honeywell. The first one is for state lobbying services, and the second contract is for federal lobbying services. These contracts are both one-year in duration (January-December 2012) but may be extended for one year under the same terms upon negotiation of a revised scope of work no later than December 1, 2012.

The proposed increase in the State contract is from \$3,000 per month to \$3,333 per month. The proposed increase in the Federal contract is from \$6,250 per month to \$6,500 per month. Both proposed increases were discussed during the 2012 budget workshops in November.

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

The reasoning for the proposed increase in the federal lobbying contract is to keep pace with rising costs (CPI). For 2012, GTH will continue to advocate for Gig Harbor on such federal issues as Surface Transportation Reauthorization funding for Harbor Hill Drive extension, Cushman Trail extension, sales tax leakage from sales originating from out-of-state, emerging federal funding opportunities, and transfer of the Gig Harbor Lighthouse sand spit property from the Coast Guard to the City.

The proposed increase in the State lobbying contract is more workload driven. Since the City's contract with GTH for state lobbying services began, the City's legislative agenda has been increasingly proactive, technical, and aggressive. The city administrator believes that the City's investment in this state lobbying contract has more than paid for itself—examples include \$3

million in wastewater grants, the maritime pier grant (\$378,000), and the unlocking of HBZ funding.

GTH will continue to advocate on behalf of the City and maintain a presence in Olympia to defend against proposals that may hurt Gig Harbor as well as to proactively lobby for legislative changes and funds that will help Gig Harbor. GTH will also continue to advocate for Frontage Road and other transportation funding; inclusion of City road projects in a potential State transportation package to be approved by voters; impact fee exemption for low income housing; public records reform; Cushman Trail funding; and protecting funding already allocated to Gig Harbor.

The scope of work, which by adopting these contracts becomes the City's legislative agenda, is attached as an exhibit to each contract.

FISCAL CONSIDERATION

This item is identified as Objective No. 3 in the 2012 Administration Budget. \$120,000 is included in the 2012 adopted budget for these two contracts--\$40,000 for the state lobbying agreement, and \$78,000 for the federal lobbying agreement.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to execute the attached state & federal contracts for lobbying services with Gordon Thomas Honeywell.

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

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

RECITALS

WHEREAS, the City desires to obtain lobbying services; and

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

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

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount not to exceed Forty Thousand Dollars (\$40,000), or Three Thousand Three Hundred Thirty-three Dollars and thirty-three cents (\$3,333.33) per month, beginning January 1, 2012, for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. In the event this Agreement is renewed as authorized under Section IV below, the maximum amount to be paid under this contract shall be increased to an amount not to exceed Eighty Thousand Dollars (\$80,000), payable in the same monthly increments as paid for 2012. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's

staff and billing rates shall be as described in **Exhibit B**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** beginning on January 1, 2012. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2012. This Agreement may be renewed for the period January 1, 2013 through December 31, 2013, upon execution of an addendum containing the revised scope of work by the City Administrator and the Consultant no later than December 1, 2012.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in **Exhibit A**. If delivered to consultant in person, termination shall be

effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

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

VI. Discrimination

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

VII. Indemnification

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

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

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

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

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

VIII. Insurance

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

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

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

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

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

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

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

G. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig

Harbor at least 30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

CONSULTANT:

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

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

XVII. Assignment

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

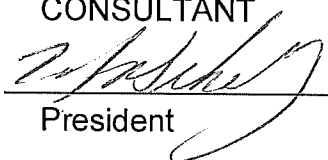
XVIII. Modification

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

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this 28th day of November, 20 11.

CONSULTANT
By: 
President

CITY OF GIG HARBOR
By: _____
Mayor

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

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

APPROVED AS TO FORM:

Angel Stelbun

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

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

Dated: 11/28/2011

Hallee Sanders

Hallee Sanders
(print or type name)

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

Spanaway, WA 98387

My Commission expires: 4/26/2012



STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

Exhibit A Scope of Work

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

The Consultant shall:

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

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

1. Pursue a transportation budget request for Frontage Road along Highway 16.
2. Seek to include proposed City road projects in a potential State transportation revenue package submitted to voters.
3. Advocate for and pursue funding for Cushman Trail.
4. Pursue legislation seeking an optional impact fee exemption for affordable housing.
5. Ensure that programs and funding streams important to the City of Gig Harbor are not eliminated through a budget cut.
6. Work with the Association of Washington Cities to further legislation on local government finance and public records reform.

Exhibit B Billing Rates

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

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

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

RECITALS

WHEREAS, the City desires to obtain lobbying services; and

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

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

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant fees in amount not to exceed Seventy-Eight Thousand Dollars and No Cents (\$78,000), or Six Thousand Five Hundred Dollars and Zero Cents (\$6,500.00) per month, beginning January 1, 2012, for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. In the event this Agreement is renewed as authorized under Section IV below, the maximum amount to be paid under this contract shall be increased to an amount not to exceed One Hundred Fifty-Six Thousand Dollars (\$156,000), payable in the same monthly increments as paid for 2012. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services

under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** beginning on January 1, 2012. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2012. This Agreement may be renewed for the period January 1, 2013 through December 31, 2013, upon execution of an addendum containing the revised scope of work by the City Administrator and the Consultant no later than December 1, 2012.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in **Exhibit A**. If delivered to consultant in person, termination shall be

effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

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

VI. Discrimination

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

VII. Indemnification

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

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

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

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

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

VIII. Insurance

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

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

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

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

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

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

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

G. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig

Harbor at least 30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

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

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

XVII. Assignment

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

XVIII. Modification

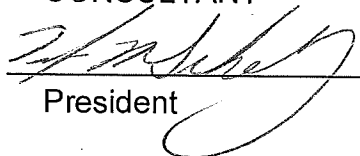
No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this 28th day of November, 2001.

CONSULTANT

By: 
President

CITY OF GIG HARBOR

By: _____
Mayor

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

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

APPROVED AS TO FORM:

Amy Stelken
City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
))
COUNTY OF Pierce) ss.

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

Dated: 11/28/2011

Hallee Sanders
Hallee Sanders
(print or type name)

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

Spanaway, WA 98387

My Commission expires: 4/26/2012



STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

Exhibit A Scope of Work – Federal Governmental Affairs Services

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

- Identify and track all congressional legislation and budgets relevant to the City of Gig Harbor, and lobby the City of Gig Harbor's position to Congress;
- Identify and track all federal grants that are available to the City of Gig Harbor
- Lobby the Washington State Congressional delegation to pursue one or more congressionally directed funding requests in the Congressional Budget, and/or in infrastructure and/or jobs bills.
- Advocate for Gig Harbor on such federal issues as Surface Transportation Reauthorization Funding for Harbor Hill Drive extension, Cushman Trail extension, sales tax leakage from sales originating from out-of-state, emerging federal funding opportunities, and transfer of the Gig Harbor Lighthouse Sand Spit Property from the Coast Guard to the City.
- Organize for City of Gig Harbor officials, local community leaders and business leaders to support the congressional requests.
- Provide the City with frequent reports and updates;
- Organize events and meetings to promote the City of Harbor to relevant members of the Washington State Congressional delegation.

Exhibit B Billing Rates

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



Business of the City Council
City of Gig Harbor, WA

Subject:
Water Rights Assistance – Agreement for Attorney Services (Tom Mortimer)

Proposed Council Action:
Authorize the Mayor to execute an 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 *JD*

For Agenda of: December 12, 2011

Exhibits: Agreement for Attorney Services

	Initial & Date
Concurred by Mayor:	<i>CLH 12/5/11</i>
Approved by City Administrator:	<i>RJK</i>
Approved as to form by City Atty:	<i>VIA EMAIL 12/1/2011</i>
Approved by Finance Director:	<i>JP 12.2.2011</i>
Approved by Department Head:	_____

Expenditure Required	\$40,000	Amount Budgeted	\$50,000	Appropriation Required	\$0
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INFORMATION/BACKGROUND

In order assist the City of Gig Harbor water system to meet future water demands the City's 2008-2012 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, 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 2011 Budget identified the development of a new deep aquifer well, known as Well No. 11. Well No. 11 is proposed as a high-volume redundant production well as outlined in the Water System Plan. In 2011 a deep aquifer test well for Well No. 11 was drilled and a water rights application was initiated with the Washington State Department of Ecology. The 2012 budget subsequently identifies the continued support for a water rights advocate and permitting.

In part, the proposed agreement for 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 Agreement defines a scope of services and establishes a budget for work to be performed by Mr. Tom Mortimer in 2012. The primary task in

the proposed Agreement provides the City the opportunity for continued assistance with 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 2012 Budget for the Water Capital Fund has allocated the following for this project:

2012 Budget for Water Rights Annual Advocate/Permitting, Water Capital, Objective No. 3	\$ 50,000
Anticipated 2012 Expenses:	
2012 Agreement for Attorney Services	\$ (40,000)
USGS Aquifer Study and Groundwater Characterization	\$ (10,000)
Remaining 2012 Budget =	\$ 0

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Authorize the Mayor to execute an Agreement for Attorney Services with the Law Office of T.D. Mortimer for legal assistance related to water rights for the City.

AGREEMENT FOR ATTORNEY SERVICES

THIS AGREEMENT, effective January 1, 2012, by and between the Law Office of T.D. Mortimer. (hereinafter the "Attorney") and the City of Gig Harbor, Washington (hereinafter the "City").

Section 1. Purpose. The purpose of this Agreement is to ensure that the City receives professional services from Attorney in an effective, timely and cost efficient manner while ensuring that the Attorney is appropriately and fairly compensated for services rendered.

Section 2. Scope of Service. 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". In the event of any conflict between the language in Attachment A and this Agreement, the language in this Agreement shall control.

Section 3. Compensation. The City hereby agrees to pay Attorney for legal services for the work described in Attachment A at the rate of Two Hundred Ten Dollars (\$210.00) per hour, up to a not-to-exceed amount of **\$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 charges 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 at the Attorney's office shall be reimbursed at the rate of \$.10 per page, photocopies prepared by outside reproduction service shall be reimbursed at cost; computerized legal research over an 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 4. Independent Contractor Status. It is expressly understood and agreed that Attorney, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the City.

Section 5. Billings. Attorney shall submit to the Gig Harbor Finance Director monthly bills for the assigned matter describing the legal services provided during the previous month. Attorney shall not bill for duplicate services performed by more than one person or for services to correct Attorney errors or oversights. Attorney shall bill for only one participant in a conference or consultation between members of Attorney's firm.

Attorney's monthly bills shall include, at a minimum, the following information for each specific matter to which such services or costs pertain: the name of the matter; a brief description of the legal services performed; the date the services were performed; and the amount of time spent on each date services were performed and by whom. In addition to providing copies of all documents as specified below, Attorney shall provide any information that will assist the City in performing a thorough review and/or audit of the billings, as may be requested by the City. The City shall make every effort to timely pay Attorney's invoices.

Any invoices reflecting separate charges for computerized legal research must include copies of the invoice for such computerized legal research associated with the services provided to the City. If any messenger, delivery, or special postage services such as overnight delivery are required, the Attorney will arrange to have such services provided.

The Attorney 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 Attorney 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.

Section 6. Advice and Status Reporting. Attorney shall provide the City Attorney and/or City Council with timely advice of all significant developments arising during performance of his services hereunder, orally or in writing, as the City considers appropriate.

Attorney shall provide copies of all e-mails, pleadings, motions, discovery, correspondence, and other documents prepared by the Attorney, including research memoranda, or received by the Attorney unless they have been otherwise provided to the City. Attorney will communicate primarily with Angela Belbeck, City Attorney, on legal issues and Jeff Langhelm on issues relating to technical issues.

Section 7. Duration. This Agreement shall be effective until December 31, 2012. After this point, the parties must negotiate another agreement or amendment to this agreement.

Section 8. Non-Assignment. The parties recognize hereto that a substantial inducement to the City for entering into this Agreement was, and is, the professional reputation and competence of the Attorney. Neither this Agreement nor any interest therein may be assigned by Attorney without the prior written approval of the City.

Section 9. Insurance. The Attorney shall maintain professional malpractice insurance during the life of this Agreement, as required below. Each insurance policy shall be written on an "occurrence" form. The Attorney shall maintain limits no less than: Professional Liability Insurance, Errors and Omissions: \$500,000 single occurrence, \$1,000,000 aggregate limit.

Any deductibles or self-insured retentions must be declared to, and approved by, the City. The deductible and/or self-insured retention of the policies shall not limit or apply to the

Attorney's liability to the City and shall be the sole responsibility of the Attorney. To the extent of the Attorney's negligence, the Attorney's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the City, its officers, officials, employees or agents shall not contribute with the Attorney's insurance or benefit the Attorney in any way. The Attorney's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

Section 10. Hold Harmless and Indemnification. The Attorney agrees to indemnify, hold harmless and defend the City, its elected and appointed officials, employees and agents from and against any and all claims, judgments or awards of damages, arising out of or resulting from the negligent acts, errors or omissions of the Attorney. This section shall survive termination of this Agreement.

Section 11. Licenses. Attorney warrants that he is a member in good standing with the Washington State Bar, and that any license or licenses that are required in order to perform the legal services under this Agreement have been obtained and are valid.

Section 12. Termination. This Agreement may be terminated by either party upon written notice with or without cause. In the event of termination, the Attorney shall be entitled to compensation as provided for in this Agreement, for services performed satisfactorily to the effective date of termination; provided, however, that the City may condition payment of such compensation upon Attorney's delivery to the City of any and all documents, photographs, computer software, video and audio tapes, and other materials provided to Attorney or prepared by or for Attorney or the City in connection with this Agreement.

Section 13. Notices. Notices required under this Agreement shall be personally delivered or mailed, postage prepaid, as follows:

Attorney: Tom Mortimer
Law Office of Tom Mortimer
1325 – 4th Avenue, Suite 940
Seattle, WA 98901

To the City: Angela Belbeck
Ogden Murphy Wallace, PLLC
1601 5th Avenue, Suite 2100
Seattle, WA 98101

City of Gig Harbor
Dave Rodenbach, Finance Director
3510 Grandview Street
Gig Harbor, WA 98335

Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

Section 14. Ownership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Attorney pursuant to this Agreement shall be the property of the City at the moment of their completed preparation.

Section 15. Conflict of Interest. Attorney warrants and covenants that Attorney presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local or federal law or any rule of professional conduct. In the event that any conflict of interest should nevertheless hereinafter arise, Attorney shall promptly notify the City of the existence of such conflict of interest.

Section 16. Time is of the Essence. Attorney agrees to diligently prosecute the services to be provided under this Agreement to completion and in accordance with any schedules specified herein. In the performance of this Agreement, time is of the essence.

Section 17. Confidentiality. Attorney agrees to maintain in confidence and not disclose to any person, association, or business, without prior written consent of the City, any secret, confidential information, knowledge or data relating to the products, process or operation of the City and/or any of its departments and divisions. Attorney further agrees to maintain in confidence and not disclose to any person, association, or business any data, information or material developed or obtained by Attorney during the term of this Agreement. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.

Section 18. Amendments. This Agreement is not subject to modification or amendment, except by a written authorization executed by both the Attorney and the duly authorized representative of the City, which written authorization shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

Section 19. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

Section 20. Severability. Should any part of this Agreement be declared by a final decision of a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

Section 21. Controlling Law. The laws of the State of Washington shall govern this Agreement and all matters relating to it.

Section 22. Whole Agreement. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

Section 23. Disputes. In the event that the parties are unable to resolve any dispute regarding the performance of the legal services or this Agreement, any litigation brought to enforce the terms of this Agreement shall be filed in King County Superior Court. The prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

IN WITNESS WHEREOF, Attorney and the City, by the signatures below, have executed this Agreement on the dates indicated below.

By _____
Thomas D. Mortimer, Attorney

Dated: _____

THE CITY OF GIG HARBOR

By _____
Mayor Charles L. Hunter

Dated: _____

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Angela Belbeck, City Attorney

Attachment A

October 31, 2011

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 professional services 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 (Well 11) 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 in securing final approval of the WSP Update by DOH, DOE, and Pierce County, and to also draft and secure subsequent amendments to the WSP Update as determined necessary by DOH and/or the City of Gig Harbor.

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.

D. Water Reclamation/Feasibility: Mortimer shall assist and advise the City as directed regarding reclaimed water project opportunities, review as directed related reclamation project feasibility studies, and advise on the regulatory/operational relationship issues and opportunities relating to reclaimed water facilities and the City's existing/new water rights.

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 Well 11/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.
- 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, including regulatory analysis of water reclamation facilities and relationship to City water rights.

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 the primary Well 11 project task, assuming use the Cost Reimbursement process, and water system plan approval, may require approximately 1 year to complete, or within 2012.

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

IV. Project Budget

Based on comparable project experience, Mortimer estimates a total project budget of in 2011 of approximately \$40,000. All work performed under this scope shall be performed at a rate of \$210.00per hour.

Thank you for retaining me to assist in this very important project. I look forward to working with you. If you have any questions or comments, please do not hesitate to contact me at (206) 447-9036 or mortwater@earthlink.net.

Sincerely,

Thomas D. Mortimer Jr.
Attorney at Law



Subject: Financial Management System Upgrade to Springbrook Version Seven

Proposed Council Action:

Authorize the Mayor to execute a contract to upgrade the City's financial management system.

Dept. Origin: Finance

Prepared by: David Rodenbach

For Agenda of: December 12, 2011

Exhibits: V7 Upgrade Agreement

Concurred by Mayor:

Initial & Date

CLH 12/6/11

Approved by City Administrator:

RSK

Approved as to form by City Atty:

per e-mail

Approved by Finance Director:

DF 12-6-11

Approved by Department Head:

Expenditure	Amount	Appropriation
Required \$54,850	Budgeted \$56,000	Required \$0

INFORMATION / BACKGROUND

The city uses a financial management system provided by Springbrook Software, Inc. The version currently installed on the city's servers is 6.05. This version is being phased out and is not compatible with Windows 7. This necessitates an upgrade or migration to Springbrook version 7.

FISCAL CONSIDERATION

There is no charge for the base modules covered under the city's current software maintenance agreement, however, services associated with the actual upgrade, such as training and consultations, migration management services (project management, technical, programming, business analysis, custom code reduction review) and re-writing custom code to operate in the .NET environment are billed on a time and material basis.

This is a budgeted objective for 2012 and will be accomplished during 2012.

BOARD OR COMMITTEE RECOMMENDATION

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to execute the Springbrook Version Seven Migration Agreement.

SPRINGBROOK SOFTWARE VERSION SEVEN MIGRATION AGREEMENT

This Agreement sets forth additional terms and conditions applicable to Version Seven, Licensed Software Products purchased by the City of Gig Harbor, WA (Client) from Springbrook Software (Vendor). Version Seven is categorized as a new product by the Vendor. This agreement sets the terms and conditions of the exchange of Version Five & Six product licenses and services for Version Seven product licenses and services and their associated maintenance agreements. This agreement is intended to supplement current licensing and maintenance agreements in effect between the Client and the Vendor, in the event that term or condition in this agreement is in conflict with a previous agreement, this agreement shall prevail.

GENERAL TERMS AND CONDITIONS

1 DEFINITIONS

(Migration Management Services) Migration Management Services are professional services provided to the client as defined in section 5.1.

(Migration Consulting) Migration Consulting are professional services provided by the vendor as defined in section 5.3

(Client Trainer (s)) An Individual or group of individuals employed by the Client (Maximum of 3) that Vendor will train on the use of the products and services covered by this agreement. Client Trainer(s) will be responsible for training the remaining staff in the Client environment.

(Client Project Manager) A Project Manager appointed by the client that will act as a single point of coordination and management for tasks that are the responsibility of the client to perform as a part of this agreement. Client Project manager will coordinate activities with the Vendor Project Manager.

(Vendor Project Manager) A Project Manager assigned by the Vendor to coordinate and manage the overall implementation of products and services covered by this agreement. Vendor Project Manager will manage vendor resources and coordinate with Client Project Manager to ensure that client resources are being allocated to project tasks as required.

(Fees) will have the meaning set forth in section 3.

(Remote Services) Remote Services means services performed by the Vendor at the Vendor place of business with Client at Client's place of business.

(On-Site Services) On-Site Services means services performed by the Vendor and the Clients Place of business.

(Concurrent Users) are defined as the number of users that can simultaneously access the Vendor software at the same time.

(Named Users) are defined as Specific users that are granted access to the Vendor Software. These Licenses are assigned to specific individuals and cannot be shared. Named users are users that need more than two hours a week of access to the Vendor Software.

(Progress Access Agents) are defined as a license for casual users to access the Vendor System.

(Casual Users) are defined as users who access the vendor software less than two hours a week.

(Change Order) is defined as any change to the scope of services of this agreement that is agreed to by both parties. A Change Order could include but is not limited to; additional on-site consulting; additional modules; custom programming and development or services not contemplated by this agreement or the appropriate order form. Change Orders are subject to applicable Fees.

(Progress Report Writer) is a third party proprietary custom report writing tool use to create client custom reports. Reports created with this tool in Progress Version 9 are referred to as "Local Reports".

2 SCOPE OF AGREEMENT.

This Agreement states the terms and conditions pursuant to which Vendor will provide Products and Services to the Client including:

(a) Implementing products and services as defined in the appropriate order form.

(b) Client understands that all or certain portions of the Products sold or licensed under this Agreement may be provided by a third party service or product provider.

(c) Client understands that all Products purchased by the Client as part of this agreement are provided as is. Any Client specific changes (Custom) to the Products will require a Change Order.

(d) Client understands that products and services provided under this agreement are intended to migrate existing business processes and procedures to Version Seven product line. Client understands that if it intended to implement new features and services that it has not previously used that additional professional service fees may apply. Any additional services must be pre-approved by both parties in advance.

3 FEES AND PAYMENT

3.1 Fees.

Client will remit to Vendor all applicable fees for those Products purchased by Client, as set forth in the applicable Order Form(s) or Statement of Work (collectively, "Fees"). In addition, Client shall reimburse Vendor for any reasonable expenses, including travel and related expenses incurred in the performance of Professional Services. All Fees are non-refundable.

3.2 Payment.

Payments due under this Agreement shall be made in U.S. currency in the amounts and at the times set forth in the applicable Order Form or Statement of Work or, if not indicated therein, within thirty (30) days of the date of invoice. If Client fails to timely pay any amount when due, Client shall pay, in addition, interest at the rate of one percent (1.0%) per month, but not to exceed the maximum allowed by law, on such delinquent amount.

3.3 Suspension of Services

Vendor may, at its sole discretion, suspend client's right to use any product under this Agreement if Client fails to remit any payment when due, as defined in the appropriate order form, within ten (10) days after receiving written notice from Vendor that payment is past due.

3.4 Taxes.

All Fees are exclusive of any sales, value-added, foreign withholding or other government taxes, duties, fees, excises, or tariffs imposed on the production, storage, licensing, sale, transportation, import, export, or use of the Products or performance of any services (collectively, "Taxes"). If the

Vendor is assessed taxes related to services provided under this Agreement, Client will be responsible for, and will reimburse the vendor. For the purpose of this section, reimbursement of taxes shall be considered a payment and will be subject to the terms and conditions set forth in section 3.

4 PRODUCT LICENSING

4.1 Vendor Products

Client is exchanging Version Six licenses for Version Seven Licenses as defined in the appropriate Order Form.

4.2 Third Party Products Provided By Vendor.

(a) Client is exchanging Progress Version 9 licenses for Progress Version 10 Licenses. Unless Client is already using Progress Version 10.

(b) For each Progress 9 Concurrent User, client will receive a Progress 10 Named User license.

(c) Client may be provided Progress Access Agents for a fee as required to support Casual Users as defined in the appropriate order form.

(d) A minimum of Five Progress Named User Licenses is required. If Client currently does not have Five Concurrent License, client will be required to purchase additional licenses.

(e) If Client wishes to change the database platform being used, additional costs will apply and Client will be required to complete a Change Order.

(f) Client understands that the Report Writer Feature of Progress was retired in Progress Version 10. Vendor is not providing a migration path for reports written by Client utilizing Progress Report Writer.

5 VENDOR RESPONSIBILITIES

5.1 Migration Management Services

Migration Management Services include the following Remote Services:

(a) Vendor Project Manager to plan, schedule and track the complete migration process.

(b) Migration of applicable client data to new products.

(c) Project Management to maintain communication with Client Project Manager, both verbally and in writing, regarding schedules, tasks and events throughout the process.

(d) Project Management to schedule and manage Vendor resources including: support, programming, technical services, and consulting.

(e) Technical consultation and services to assist client in assuring adequate hardware configuration.

(f) Technical services to install Vendor products on Client servers.

(g) Technical services to assist in the migration of client data to new environment.

(h) Scheduling and coordination of on-site, classroom, or Internet training covering new software

(i) Scheduling and coordination of training for financial applications, utility billing applications, land management and ancillary applications. This training may occur on different dates and be performed by different consultants.

(j) Project Management and Business Analyst review of existing and custom forms

(k) Project Management and Business Analyst review of existing Reports including and "Local" Reports that may have been modified using Progress Report Writer

(l) Project Management and Business Analyst review of existing Process Flow

(m) Project Management, Programmer and Business Analyst review for Custom Code Reduction if applicable

(n) Project Management, Programmer and Business Analyst review of third-party software integration points if applicable.

5.2 CUSTOM CODE RE-WRITE

Based on the results of the Custom Code Review, and with mutual approval by both parties vendor will re-write custom to run on the Version Seven products as defined in the appropriate Order Form.

5.3 Migration Consulting

Migration Management Services include On-Site Services and Remote Services. The services are comprised of but not limited to the following:

(a) Custom Code review will be conducted to evaluating current client custom code with the goal of reducing the need for said code in new environment.

(b) Review of new software and changes between new environment and old environment.

(c) Recommendations to Client on best practices associated with use of the new products.

(d) Client specific training on use of products and services. Training is limited to features and functionality that client is currently using in the old environment as applied to new environment.

(e) Vendor takes a "Train the Trainer" approach to training activities associated with the services provided under this section, for that purpose, all services provided to the client under this section will be provided to the Client Trainer(s).

6 CLIENT RESPONSIBILITIES

6.1 Migration Scheduling

(a) Client will participate in the Scheduling session to determine the Migration Schedule and schedule training and consulting dates.

(b) Client will approve in writing the mutually agreed to schedule. Client schedule change requests after approval will require a Change Order.

6.2 Access

(a) Client will provide administrative level access to servers and other equipment as requested by Vendor to facilitate the services being rendered by the Vendor under this agreement.

(b) Client will provide training and meeting facilities as defined by Vendor, at the client location to accommodate Vendor and Client staff.

6.3 Custom Code Documentation and v7 Analysis

(a) Client will participate in Custom Code Review meetings.

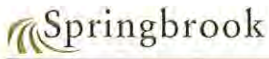
(b) Client will require that personnel with the authority to make decisions about the exclusion or inclusion of custom code are at all meetings.

(c) Client will provide written sign off and acknowledgement of decisions made regarding custom code inclusion or reduction prior to the migration. Written acknowledgement will be considered part of the Statement of work, and any alterations made after the project (Kick off) will require a change order, be subject to applicable fees, and will be considered outside of the timeline and scope of the project.

6.4 Review of New Environment and Legacy Environment Differences (Gap Analysis).

(a) Client will participate in (Gap Analysis) Review meetings.

(b) Client will require that personnel with the authority to make decisions about how Gap Analysis items are integrated into Clients Business Environment are at all meetings.



(c) Client agrees and understands that it is purchasing a new product and that features and functionality in the new system may have been updated to support the needs of the overall Springbrook client base. Client is responsible for ensuring that software provided meets their needs.

(d) Client agrees and understands that changes to standard functionality are considered custom requests and will require a change order.

6.5 V7 Software Installation

Client will make their information technology staff available as requested by Vendor Project Manager to facilitate the installation of software.

6.6 V7 Standard Reports Review

(a) Client will participate in Standard Report Review meetings.

(b) Client will require that personnel with the authority to make decisions about reporting and the appropriateness of reports being provided are in all meetings.

(c) Client will be required to approve all reports and confirm that reporting requirements are being met.

(d) Client agrees and understands that it is purchasing a new product and that standard reports in the new system may have been updated to support the needs of the overall Springbrook client base. Client is responsible for ensuring that reports provided meet their needs.

(e) Client agrees and understands that changes to reports are considered custom requests and will require a change order.

6.7 V7 Application Overview Session

Client will participate in Application Overview Session, with at least one Client Trainer.

6.8 Third Party Product Interfaces

(a) Client will notify, at the beginning of the project, Vendor Project Manager of all third party interfaces between Vendor Products and other products or services not provided by Vendor.

(b) Client understands that interfaces not previously purchased by Client from Vendor and interfaces that are not current on annual maintenance will require a Change Order to be completed.

(c) Session will consist of review of converted data per module between trainer and client.

6.9 Go-Live Session

(a) Client Project Manager will work with Vendor Client Manager to schedule the Go-Live Conversion.

(b) Depending on size of Client database, client will be required to schedule 2 to 4 days of downtime to accommodate the conversion of data prior to the go-live session.

(c) Client will make appropriate staff available during the go-live session.

(d) Client will be prepared and have appropriate staff available to validate that the conversion and the new software meets their requirements as defined by this agreement.

(e) Software Consultant will be on-site for this session.

7 ENTIRE AGREEMENT

This Agreement is a supplement to the terms and conditions set forth in clients licensing and maintenance agreement in effect with Vendor. Notwithstanding any other agreement in the event that a term or condition in this agreement conflicts with any previous agreement this agreement will prevail.

IN WITNESS WHEREOF, each of the parties hereto has caused this addendum to be executed by its duly authorized officer or representative.

Vendor:
By: _____
Name (Print): _____
Title: _____
Date: _____

Client:
By: _____
Name (Print): _____
Title: _____
Date: _____



V6.05 to V7 (.NET) Migration Pricing for: City of Gig Harbor, WA

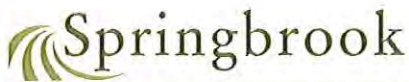
Application/Products	Bdgt for Custom Code Rewrite	Training & Consulting
Finance Suite (GL, AP, ACH, Bank Rec, Bdgt)	\$1,800	\$3,600
Extended Budgeting & Forecasting		
Standard Federal/State Reporting		
AP Electronic Check Signature		
Purchase Orders		\$2,400
Requisitions-May not be Req'd with PO Workflow		n/a - Incl in PO
<i>Requisitions not likely needed due to e-Workflow introduced in PO</i>		n/a
Payroll	\$900	\$3,600
Decentralized Time Entry with Rec. Approval		
Project/Grant Accounting		\$600
Fixed Assets		\$900
Miscellaneous Accounts Receivable		\$600
Central Cash Management/Point Of Sale		\$600
Utility Billing Suite	\$18,450	\$4,800
Service Order Request Management		
Meter Inventory and History		
Standard Meter Reading Interface		Included in UB
Progress Report Builder		
*** NOT APPLICABLE-Crystal Reports used in .NET ***		
Sub Total Trng, Consulting and Custom ReWrite:	\$21,150	\$17,100
Migration Management & Post Migration Transition Services	\$15,600	
<i>Pre Migration Project Management</i>		
<i>Detailed Custom Code Analysis</i>		
<i>Pre-Training Prep., Testing, Data Validation & Quality Assurance</i>		
<i>Technical and Network Services</i>		
<i>Post Migration Project Mgt & Transition Services</i>		
** Data Mapping Services to assist Local Rpt rewrite in Crystal	\$1,000	
Sub Total Project Mgt. Related Services:	\$16,600	
Total Estimated Project Costs	\$54,850	

Prices Valid thru: 1/15/2012

20 - Existing Concurrent Users will be Upgraded to an Equal Number of Named Users and/or Devices

Consulting and Training portion of this quotes includes on-site and remote services provided by Springbrook. On-site Consulting portion of these quote assumes a one week go-live event unless otherwise noted on the quote. If both the client and Springbrook determine and mutually agree that additional time is required, a change order will be completed. Your agency will not be invoiced for any additional time without pre-approval.

Training/Consulting Estimate does not include travel time or expenses.



V7 Migration Order Form | 2011

V6.05 to V7 (.NET) Migration Pricing for: City of Gig Harbor, WA		
Program ID	Description of Custom Code to be ReWritten (If Required)	
Utility Billing		
UMSOR report (custub.prl)	Custom Utility Management Summary of Operating Revenue report	\$ 838.64
w-ubc01.w	Window to print the custom UMSOR report. Displays full report of consumption and billed amounts per service per account type.	\$ 1,397.73
UB-BIII2.i	Billing Engine. Customized to cap the consumption to winter avg for the avg months but don't allow it to fall below tier level 1.	\$ 838.64
p-ub493p.p	Print statements print procedure. Customized to print 12 months of consumption, And to assign current service amounts and tax amounts to be calculated a custom way. Not needed if they choose to go with standard v7 statement.	\$ 2,795.45
UB-Billing Statement.prl	Billing Statement. Custom 4 to a page billing statement with stub on right side, instead of standard which has stub on left. Not needed if they choose to go with standard v7 statement.	\$ 4,193.18
Past Due Statement--1.prl	Past Due Statement - 4 to a page custom format. Not needed if they choose to go with standard V7 Notice.	\$ 4,193.18
Past Due Statement--2.prl	Past Due Statement 2. Custom format (looks like stub only). Not needed if they choose to go with standard V7 Notice.	\$ 2,795.45
w-ub477p.w	Print Past Due Statement window. Customized to get last billing information to display on past dues and calculate charges against.	\$ 1,397.73
Sub-Total UB		\$ 18,450.00
Payroll		
w-pr341plw	PR Positive pay file	\$ 900.00
Sub-Total Payroll		\$ 900.00
Finance		
w-ap223p.w	AP custom positive pay file	\$ 900.00
w-br301.w	Bank Recon custom import for select transaction to clear	\$ 900.00
Sub-Total Finance		\$ 1,800.00
GRAND TOTAL ALL CUSTOM		\$ 21,150.00



Optional Pricing - Not Requested/Required

Optional Springbrook Professional Services	Application License Fees	Annual Maintenance	Training & Consulting	Project Management
Advanced Query/Reporting Training (Web)			\$100/hr.	
Add'l Onsite Training			\$150/hr	\$150/hr
Data Mapping Services - Bank of 8 hours			\$1,000	\$150/hr
Workflow Requirement Analysis			\$150/hr.	\$150/hr.
Individual Workflow Setup, \$150.00 Per/Hour			\$150/hr.	\$150/hr.
Post-Migration Progress to SQL Database Conversion - Optional			Call for Quote	Call for Quote
Optional 3rd Party Database Fees				
SQL - OpenEdge 10.1C DataServer Lic - "Heavy" Users	\$625.00	\$156.25	n/a	n/a
SQL - OpenEdge 10.1C App Server Ent Lic - "Heavy Users"	\$125.00	\$31.25	n/a	n/a
OpenEdge 10.1C Application Server Enterprise - "Heavy User"	\$750.00	\$187.50	n/a	n/a
Access Agent - Up to 100 "Casual User" Licenses	\$2,500.00	\$625.00	n/a	n/a
Application Server Tier "Heavy" License - Progress to SQL "swap" *	\$300.00	\$75.00	n/a	n/a

* Data Mapping Services - Telephone consultation to help clients with ODBC, Crystal Reports etc. since database structures from V6.0n to V7 are significantly different & Progress Report Writer is no longer available in V7.

**Progress OpenEdge 10.1C App Server Enterprise required if SQL is used for the Database

* Client is responsible for purchasing SQL License(s) separately

Opt'l Service Prices valid for 180 days

Opt'l 3rd-Party Prices valid for 30 days



City of Gig Harbor, WA
2 Year - 0% Payment Option

<u>Training, Consulting & Migration Management Services</u>	<u>Amount Due</u>	<u>Budget Yr</u>
25% Trng/Migration Mgt. due Jan 15, 2012	\$ 8,425	FY 2012
40% Trng/Migration Mgt. due Jun 15, 2012	\$ 13,480	FY 2012
35% Rem Balance of Trng/Migration Management due Jan 15, 2013	\$ 11,795	FY 2013
Sub-Total Training, Consulting, Migration Mgt, DB Licenses:	\$ 33,700	
 <u>Budget for Custom ReWrite - If Req'd</u>		
50% Custom (If Req'd) due on Signoff	\$ 10,575	FY 2012
50% Custom - (If Req'd) Rem Bal due on or before Dec 15, 2012	\$ 10,575	FY 2012
Sub-Total Custom	\$ 21,150	
 GRAND TOTAL:	 \$ 54,850	

To expedite scheduling, please return signed Agreement & Order Form at your earliest convenience. The receipt date/time of your agreement guarantees your organization's position in the scheduling queue. Please allow up to two weeks from receipt of migration agreement for Springbrook to process the agreement, assign a Project Manager (PM), review schedules and for the PM to make contact you to initiate discussions to schedule the event.

* Springbrook will issue an invoice for the deposit and installment amounts at least 30 days prior to due date.

The Order Form is a checklist showing additional licenses (if applicable), services or subscriptions that the Licensee will purchase, the amounts charged for each, the cost for implementation services, and, if and where applicable, any new or additional maintenance costs. By signing the Order Form, Licensee and Licensor are agreeing to add these additional professional services (and/or) applications under the umbrella of the original license, maintenance, and/or Master Agreements in addition to any terms described in this agreement to be executed between Licensor and Licensee, and to the prices contained herein.

Springbrook Software – Licensor	Licensee
By _____	By _____
Signature _____	Signature _____
Title _____	Title _____
Date _____	Date _____



Fax or e-mailed V7 Agreement

To: Liz Burnell – Contract Administrator

From: Dave Rodenbach - Finance Dir.

Company: Springbrook Software

Agency: City of Gig Harbor, WA

Email: liz.burnell@sprbrk.com

Email: rodenbachd@cityofgigharbor.net

Fax: 503-820-4537

Pages:

Phone: 503-820-4520

Date:

Re: Springbrook V7 Migration Agreement

REMARKS:

Process For your review Reply ASAP Please comment

Dave,

When the V7 Migration Project is approved, please sign, date and fax (or scan and email) both this *V7 Order Form* along with the *V7 Migration Master Agreement* to Liz's attention at either the fax number or email address highlighted above. If there are any questions pertaining to the V7 Migration Master Agreement, Liz will serve as your organizations primary point of contact for this document.

Upon signed receipt, Liz will forward an executed copy of both documents back to you for your records, she will notify our accounting department to generate an invoice for the deposit and she will request from our implementations department that a Springbrook Project Manager be assigned to begin working with you to schedule all aspects of the migration event.

Within five to ten working days of a receiving the signed agreement, a member of our Implementation Department will phone to schedule an introduction call. Migrations are scheduled by your assigned Project Manager on a first-come-first-serve basis upon receipt of the deposit.

Thank you for your continued business!

Jim Nelson

Springbrook V7 Migration Manager

Jim.nelson@sprbrk.com


320.229.3907 – Direct Line



Subject: Resolution - Fee Schedule Update for 2012

Proposed Council Action: Pass resolution amending Community Development Fee Schedule

Dept. Origin: Planning

Prepared by: Jennifer Kester
Senior Planner 

For Agenda of: December 12, 2011

Exhibits: Resolution

Initial & Date

Concurred by Mayor: CLK 12/7/11

Approved by City Administrator: RJK

Approved as to form by City Atty: by email

Approved by Finance Director: [Signature] 12.2.11

Approved by Department Head: [Signature] 12/2/11

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

This resolution is an annual update to the Community Development Fee Schedule. The fee schedule was last updated on December 13, 2010. Changes are proposed to the Land Use, Engineering and Building sections.

The Planning department is proposing changes to the land use permits sections to correct errors in mathematical calculations and update the minor site plan review fees and fee reimbursements to better reflect the updated permit process which went into effect last January.

The Engineering Department would like to update the fee schedule to more accurately reflect fee descriptions and costs. Several areas described as Right of Way actually are specific to Encroachment Permits and should be changed to the correct description. The fee amount should be changed to reflect a more accurate cost. Combining the administrative cost and inspection cost into one item is consistent with other permit structures. This combination resulted in a reduction of the fees charged for inspection. Re-evaluation of that fee showed it to be above average of the actual 'minimum' time taken to inspect work being done under a typical encroachment permit. By lowering this minimum and combining it with the administrative cost, the total charges to the applicant are reduced and simplified. The option remains for the inspector to estimate anything above this minimum and add that fee if necessary.

In addition, the Engineering department is proposing increases to the traffic report preparation fee to reflect the estimated costs for consultant fees to produce improved and more useful

reports. Grading fees are also being moved to the engineering fee section as the Engineering department administers grading permits.

Finally, the Building/Fire Safety department proposes fee updates to simplify fee calculations, clarify permit types and delete permit types not used by the department.

FISCAL CONSIDERATION

Additional permit fee revenue from this update will be minimal, if any, and depend upon the amount of development activity.

BOARD OR COMMITTEE RECOMMENDATION

None

RECOMMENDATION / MOTION

Move to: Pass resolution amending community development fee schedule.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON, WHICH ESTABLISHES FEES FOR COMMUNITY DEVELOPMENT LAND USE APPLICATIONS AND PERMITS, BUILDING PERMIT FEES, ENGINEERING FEES; AND COPY SERVICE FEES; REPEALING RESOLUTION NO. 850 AND ALL PREVIOUS RESOLUTIONS ESTABLISHING FEES FOR THE SAME PURPOSES; AND ESTABLISHING AN EFFECTIVE DATE OF JANUARY 1, 2012.

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

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

WHEREAS, the last update to the Land Use, Building Permit and Engineering fees was approved in December 13, 2010 in Resolution No. 850; and

WHEREAS, the City desires an update to Section A. Land Use Permit Application Fees and Section H. Fee Waivers and Requirements to correct errors in mathematical calculations and update the minor site plan review fees and fee reimbursements to better reflect the updated permit process; and

WHEREAS, the City desires to add a small fee for the review of rapid charging station in Section A. Land Use Permit Application Fees; and

WHEREAS, the City desires an update to Section J. Engineering Fees in the Traffic Report Preparation Fee table to reflect increased estimated costs for consultant fees to produce an improved and more useful report; and

WHEREAS, the City desires an update to Section J. Engineering Fees related to right of way and encroachment permits to more accurately reflect work performed and the associated costs; and

WHEREAS, the City desires an update to Section J. Engineering Fees and Section K. Building Permit Fees to move the Grading Plan Review and Grading Permit Fees in Table 1-1 from Section K. Building Permit Fees to a new table in Section J. Engineering Fees to more accurately reflect the type of permit that is issued; and

WHEREAS, the City desires to update Section K. Building Permit Fees to simplify fee calculations, clarify permit types and delete permit types not used by the

department; and

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

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

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

Section 1. The City Council hereby repeals Resolution No. 850 and adopts the Community Development Fee Schedule attached as Exhibit "A" and incorporated herein by this reference.

Section 2. Effective Date. This Resolution shall take effect on January 1, 2012.

PASSED by the City Council this 12th day of December, 2011.

APPROVED:

Charles L. Hunter, Mayor

ATTEST:

Molly Towslee, City Clerk

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

Exhibit "A"

CITY OF GIG HARBOR
COMMUNITY DEVELOPMENT
FEE SCHEDULE

A. LAND USE PERMIT APPLICATION FEES

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

- | | | |
|---|-------------|-------------|
| 1) Amendment to Comprehensive Plan | | |
| a) Map Amendment | | \$3,550.00 |
| b) Urban Growth Area Adjustment | | \$3,550.00 |
| c) Text Amendment | | \$3,550.00 |
| 2) Amendments to Municipal Code | | |
| a) Zoning District Boundary | | \$3,475.00 |
| b) Text | | \$3,550.00 |
| c) Height Restriction Area Amendment | | \$3,475.00 |
| 3) Conditional Use Permit | | |
| a) Single-family / Accessory Dwelling Unit | | \$900.00 |
| b) Nonresidential/Multiple-family in existing building | | \$1,450.00 |
| c) New Nonresidential / Multiple-family Dev. | | \$3,500.00 |
| *Above fees include \$130.00 for Building/Fire review | | |
| 4) Variance/Interpretation | | |
| a) Single-family Variance | | \$875.00 |
| b) Non-Single-family Variance | | \$1,325.00 |
| c) Administrative Variance | | \$525.00 |
| d) Interpretation | | \$550.00 |
| *Above variance fees include \$98.00 for Building/Fire review | | |
| 5) Site Plan Review and Landscape Plans | | |
| a) Major Site Plan Review | | |
| New use or building – Combined Total | | \$ 4,760.00 |
| Planning | \$ 3,400.00 | |
| Building/Fire | \$ 260.00 | |
| Engineering | \$ 1,100.00 | |
| Existing/approved site plan modifications/expansions – Combined Total | | \$ 2,980.00 |
| Planning | \$ 2,150.00 | |
| Building/Fire | \$ 130.00 | |
| Engineering | \$ 700.00 | |
| Modification of conditions of approval – Combined Total | | \$ 1,830.00 |
| Planning | \$ 1,250.00 | |
| Building/Fire | \$ 130.00 | |
| Engineering | \$ 450.00 | |

Regional stormwater ponds – Combined Total		\$ 1,700.00
Planning	\$ 1,250.00	
Engineering	\$ 450.00	
b) Minor Site Plan Review		
Change in use		\$ 100.00
Changes to GFA/impervious surface – Combined Total		\$ 1,098.00
Planning	\$ 550.00	
Building/Fire	\$ 98.00	
Engineering	\$ 450.00	
Changes to landscaping/common areas/vegetation	\$ 550.00	
retention areas/parking lot layout with no impervious surface change		
Demolition		\$ 100.00
Changes to stormwater facilities – Combined Total		\$ 1,000.00
Planning	\$ 550.00	
Engineering	\$ 450.00	
Changes to Conditions of Approval		\$ 550.00
Rapid Charging Stations		\$ 100.00
c) Alternative Landscape Plan		\$ 550.00
6) Planned Residential District (PRD)		
(Exclusive of Subdivision fees)		
a) Preliminary PRD – Combined Total		\$ 3,900.00
Planning	\$ 3,250.00	
Building/Fire	\$ 325.00	
Engineering	\$ 325.00	
b) Final PRD		\$ 1,100.00
c) Major PRD Amendment – Combined Total		\$ 1,930.00
Planning	\$ 1,100.00	
Engineering	\$ 700.00	
Building/Fire	\$ 130.00	
d) Minor PRD Amendment – Combined Total		\$ 998.00
Planning	\$ 550.00	
Building/Fire	\$ 98.00	
Engineering	\$ 350.00	
7) Planned Unit Development (PUD)		
(Exclusive of subdivision fees)		
a) Preliminary PUD – Combined Total		\$ 3,900.00
Planning	\$ 3,250.00	
Building/Fire	\$ 325.00	
Engineering	\$ 325.00	
b) Final PUD		\$ 1,100.00
c) Major PUD Amendment – Combined Total		\$ 1,930.00
Planning	\$ 1,100.00	
Building/Fire	\$ 130.00	
Engineering	\$ 700.00	
e) Minor PUD Amendment – Combined Total		\$ 998.00
Planning	\$ 550.00	
Building/Fire	\$ 98.00	
Engineering	\$ 350.00	

8) Performance Based Height Exception	\$1,423.00
Planning	\$1,325.00
Building/Fire	\$ 98.00
9) Transfer of Density Credit Request	\$ 550.00
10) Subdivisions	
a) Preliminary Plat – Combined Total	\$ 5,875.00 + \$ 55.00/lot
Planning	\$ 3,475.00 + \$ 55.00/lot
Engineering	\$ 2,075.00
Building/Fire	\$ 325.00
b) Minor Preliminary Plat Revisions – Combined Total	\$1,648.00
Planning	\$ 1,100.00
Building/Fire	\$ 98.00
Engineering	\$ 450.00
c) Final Plat – Combined Total	\$ 2,875.00 + \$ 55.00/per lot
Planning	\$ 1,250.00 + \$ 55.00/per lot
Engineering	\$ 1,625.00
d) Plat Alterations/Vacations – Combined Total	\$ 2,123.00
Planning	\$ 1,325.00
Building/Fire	\$ 98.00
Engineering	\$ 700.00
11) Short Subdivisions and Boundary Line Adjustments	
a) Preliminary Short Plat Approval – Combined Total	\$ 2,610.00
Planning	\$ 1,250.00
Engineering	\$ 550.00
Building/Fire	\$ 260.00
b) Final Short Plat Approval – Combined Total	\$ 750.00
Planning	\$ 550.00
Engineering	\$ 200.00
c) Boundary Line Adjustment – Combined Total	\$ 773.00
Planning	\$ 550.00
Engineering	\$ 125.00
Building/Fire	\$ 98.00
12) Binding Site Plans	
a) Binding Site Plans – Combined Total	\$ 3,473.00
Planning	\$ 1,800.00
Engineering	\$ 1,575.00
Building/Fire	\$ 98.00
b) Amendment/Modification/Vacation – Combined Total	\$ 765.00
Planning	\$ 700.00
Building/Fire	\$ 65.00
13) Shoreline Management Permits	
a) Substantial Development (based upon actual costs or fair market value, whichever is higher)	
< \$10,000	\$ 1,325.00
> \$10,000 < \$100,000	\$ 2,400.00
> \$100,000 < \$500,000	\$ 3,475.00
> \$500,000 < \$1,000,000	\$ 5,650.00
> \$1,000,000	\$ 8,375.00
b) Variance	\$ 3,475.00
c) Conditional Use	\$ 3,475.00

d) Revision	\$ 1,325.00
e) Request for Exemption	\$ 575.00
14) Communications Facilities Application Review	
a) General Application Review – Combined Total	\$ 840.00
Planning	\$ 775.00
Building/Fire	\$ 65.00
b) Special Exception	\$ 550.00
c) Conditional Use	\$ 3,475.00
15) Wetlands/Critical Areas Analysis	
a) City staff review:	
Steep Slopes/Erosion Hazard/Landslide Hazard	\$ 550.00
Critical Habitat/Streams	\$ 550.00
Aquifer Recharge Hydrogeologic Report	\$ 550.00
Critical Areas Preliminary Site Investigation	\$ 550.00
Critical Areas Report/Mitigation Review	\$ 550.00
Reasonable Use Permit	\$ 1,625.00
Variance	\$ 1,625.00
Flood Plain Development	
i) Flood Hazard Permit	\$ 100.00
ii) Elevation Certificate Review	\$ 450.00
b) Third Party review:	
Critical areas analysis report	Actual Cost
Critical areas mitigation/monitoring report	Actual Cost
16) Design Review	
a) Administrative Approval/DRB Recommendation/Exceptions:	
Nonresidential and Multifamily	
Up to 10,000 sq. ft. gross floor area (GFA)	\$ 90.00/each 1,000 sq. ft.
10,001-20,000 sq. ft. GFA	\$ 115.00/each 1,000 sq. ft.
>20,000 sq. ft. GFA	\$ 143.00/each 1,000 sq. ft.
Subdivision	\$ 650.00
Site plans with no buildings/GFA	\$ 650.00
Single-family/duplex dwelling	\$ 150.00
b) Administrative Review of Alternative Designs:	
Single-family/duplex dwelling	\$ 425.00 for first 2 alternatives requested + \$140.00 for each additional.
Tenant Improvement	\$ 700.00 for first 2 alternatives requested + \$275.00 for each additional.
c) Amendments to existing or approved plans/buildings: (Fees below are cumulative based on the type of revisions)	
Minor Adjustment to Hearing Examiner Decisions	\$700.00
Revisions to parking, landscaping, site amenities, subdivision	\$ 350.00
Revisions to existing or approved building	25% of fees required by 16a above based on the GFA of the building being revised with a minimum of \$350.00 for each building revised
Revisions to single-family/duplex dwelling	\$ 75.00

17) Sign Permits

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

18) Development Agreements

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

19) Special Use Permit

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

20) Temporary Use Permit

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

21) Land Clearing Permit

\$ 275.00

22) Nonconforming Use and Structure Review

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

23) Historic Preservation

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

24) Appeals/Reconsideration

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

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

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

B. ENVIRONMENTAL REVIEW (SEPA)

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

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

C. ANNEXATION PETITION

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

D. REQUESTS FOR INFORMATION

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

E. STAFF PREAPPLICATION REVIEW \$ 585.00

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

F. INVOICED FEES AND DEPOSITS:

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

G. COPY SERVICES/ADDRESS LABELS

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

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

H. FEE REIMBURSEMENTS

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

Request to withdraw application prior to any public notice issued	100%
Request to withdraw application after any public notice issued.	85%
Request to withdraw application after 1 st comprehensive review of project	50%
Request to withdraw application after 2 nd comprehensive review of project, issuance of staff report or SEPA threshold determination	35%
Request to withdraw application after 2 nd comprehensive review of project, or following a public hearing or issuance of administrative decision	0%

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

I. UTILITY EXTENSION REQUEST \$ 560.00

J. ENGINEERING FEES

Traffic Report Preparation

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

<u>Tier</u>	<u>PM Peak Hour Trips</u>	<u>Traffic Report Preparation Fee</u>
I	>2 up to 50	\$ 1,815
II	51 - 150	\$ 3,025
III	151 - 300	\$ 6,050
IV	301 - 750	\$ 9,075
V	>750	\$ 9,075 plus \$25 per trip over 750

Engineering Permit Fees:

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

Engineering Plan Review Fees:

Water: linear feet	\$ 165.00 for 1st 150 linear feet (lf) + \$0.30/lf
Sewer: linear feet	\$ 165.00 for 1st 150 linear feet (lf) + \$0.30/lf
Street or street w/curb, gutter and sidewalk	\$ 165.00 for 1st 150 linear feet (lf) + \$0.40/lf
Curb, gutter and sidewalk only	\$ 165.00 for 1st 150 linear feet (lf) + \$0.40/lf
Storm: Number of catch basins	\$ 120.00 for 1st + \$16.28 for each additional
Storm: Retention and detention facilities	\$ 165.00 for each facility
Lighting (per luminaire)	\$ 135.00 plus \$10.85 per luminaire
Signals	\$ 555.00 per intersection
Encroachment Permit	\$ 50.00
Civil Permit Review – Building/Fire	\$ 325.00

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

minimum fee is due prior to start of review of the fourth submittal. Fees above the minimum resubmittal fee shall be billed to the applicant.

Engineering Construction Inspection Fees:

Water: linear feet	\$ 300.00 for 1st 150 linear feet (lf) + \$1.63/lf
Sewer: linear feet	\$ 300.00 for 1st 150 linear feet (lf) + \$1.63/lf
Sewer: residential step system	\$ 210.00 for each residence
Street	\$ 300.00 for 1st 150 linear feet (lf) + \$1.20/lf
Curb, gutter and sidewalk only	\$ 300.00 for 1st 150 linear feet (lf) + \$1.20/lf
Storm	\$ 145.00 per retention area + \$0.60/lf pipe
Lighting (per luminaire)	\$ 145.00 + \$16.48 per luminaire
Signals	\$ 1,140.00 per intersection
Grease interceptor permit	\$ 500.00

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

K. BUILDING PERMIT FEES

Table 1-1
Building Permit Fees

Total Valuation	Fee
\$1.00 to \$500.00	\$34.00
\$501.00 to \$2,000.00	\$34.00 for the first \$500.00 plus \$5.00 for each additional \$100.00 or fraction thereof to and including \$2,000.00
\$2,001 to \$25,000	\$96.00 for the first \$2,000.00 plus \$21.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$535.00 for the first \$25,000.00 plus \$15.00 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$880.00 for the first \$50,000.00 plus \$11.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,358.00 for the first \$100,000.00 plus \$9.00 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$4,420.00 for the first \$500,000.00 plus \$8.00 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$7,666.00 for the first \$1,000,000.00 plus \$5.00 for each additional \$1,000.00 or fraction thereof
Demolition Permit	\$119.00
Building Permit Plan Review Fees	
Building permit plan review fees	The fee for review of building plans will equal 65% of the permit fee in addition to the permit fee.
Base Plan Fees	
Base Plan Application Filing Fee.	\$55.00
New Base Plan Review Fee.	150% of plan review fee calculated under T. 1-1 for new construction.
Establish base plan from plan previously approved by the City.	100% of plan review fee calculated under T 1-1 for new construction.
Subsequent plan review fee for use of established base plan.	70% of the plan review fee calculated under T 1-1 for new construction.

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

Group (2006 IBC/IRC)		Type of Construction								
		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1	Assembly, theaters, with stage	189.23	183.14	178.89	171.53	159.52	158.67	166.11	147.80	142.49
	Theaters, without stage	174.54	168.46	164.20	156.86	144.83	144.00	151.44	133.11	127.80
A-2	Assembly, nightclubs	142.74	138.74	135.26	130.18	121.78	120.30	125.43	110.92	107.25
	Restaurants, bars, banq. halls	141.59	137.59	132.97	129.05	119.50	119.15	124.29	108.64	106.11
A-3	Assembly, churches	175.26	169.18	164.91	157.56	145.52	144.68	152.16	133.81	128.50
	General, comm.. halls, libraries museums	145.11	139.03	133.62	127.41	114.22	115.36	122.01	102.51	98.33
A-4	Assembly, arenas	141.59	137.59	132.50	129.05	119.50	119.15	124.29	108.64	106.11
B	Business	145.76	140.48	136.01	129.64	116.00	115.37	124.70	103.60	99.69
E	Educational	153.06	147.89	143.66	137.30	126.65	123.66	132.76	113.16	108.93
F-1	Factory/Industrial, mod. Hazard	88.39	84.34	79.30	76.89	66.44	67.58	73.76	56.66	53.83
F-2	Factory/Industrial, low hazard	87.26	83.19	79.30	75.76	66.44	66.44	72.62	56.66	52.69
H-1	High hazard, explosives	83.02	78.96	75.06	71.53	62.38	62.38	68.05	52.61	N.P.
H-2-4	High hazard	83.02	78.96	75.06	71.53	62.38	62.03	68.39	52.61	48.63
H-5	HPM	145.76	140.48	136.01	129.64	116.00	115.37	124.70	103.60	99.69
I-1	Institutional, supervised	143.92	138.99	135.25	129.76	119.05	139.99	125.83	109.42	105.08
I-2	Institutional, incapacitated	242.62	237.35	232.88	226.52	212.47	N.P.	221.57	200.06	N.P.
I-3	Institutional, restrained	165.57	160.29	155.83	149.47	137.22	135.44	144.51	124.81	118.62
I-4	Institutional, day care	143.92	138.99	135.25	129.76	119.05	118.99	125.83	109.42	105.08
M	Mercantile	106.37	102.36	97.73	93.80	84.82	84.47	89.04	73.95	71.43

Group (2006 IBC/IRC)		Type of Construction								
		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
R-1	Residential, hotels	145.37	140.43	136.69	131.21	120.56	120.50	127.33	110.92	106.61
R-2	Residential, multi-family	145.36	139.42	134.95	128.36	115.80	115.71	123.92	104.23	99.04
R-3	Residential, 1/2 family	138.06	134.24	130.94	127.33	121.30	121.01	125.20	115.49	107.21
R-4	Residential, care/asst. living	143.92	138.99	135.25	129.76	119.05	118.99	125.83	109.42	105.08
S-1	Storage, moderate hazard	81.88	77.82	72.78	70.38	60.10	61.24	67.25	50.33	47.49
S-2	Storage, low hazard	80.73	76.68	72.78	69.25	60.10	60.10	66.11	50.33	46.35
U	Utility, miscellaneous	62.53	59.12	55.61	52.83	45.82	45.82	49.86	37.67	35.87

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

Table 1-3
Plumbing Permit Fees

Permit Issuance

1. For issuing each permit \$28.00

Unit Fee Schedule (in addition to items 1 above)

- | | |
|---|----------|
| 1. For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and backflow protection therefore) | \$10.00 |
| 2. For each building sewer and each trailer park sewer | \$21.00 |
| 3. Rainwater Systems - per drain (inside building) | \$10.00 |
| 4. For each private sewage disposal system | \$55.00 |
| 5. For each water heater and/or vent | \$10.00 |
| 6. For each gas-piping system of one to five outlets | \$ 8.00 |
| 7. For each additional gas-piping system outlet (per outlet) | \$ 3.00 |
| 8. For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps | \$21.00 |
| 9. For each installation, alteration, or repair of water piping and/or water treating equipment, each | \$10.00 |
| 10. For each repair or alteration of drainage or vent piping, each fixture | \$10.00 |
| 11. For each private landscape irrigation system on any one meter including backflow protection devices therefore. | \$ 10.00 |
| 12. For each atmospheric-type vacuum breakers not included in item 11: | \$ 2.00 |
| 13. For each backflow protective device other than atmospheric-type vacuum breakers: | \$20.00 |
| 14. For each gray water system | \$55.00 |
| 15. For initial installation and testing for a reclaimed water system (excluding initial test) | \$42.00 |
| 16. For each medical gas piping system serving one to five inlet(s)/outlet(s) for a specific gas | \$69.00 |
| 17. For each additional medical gas inlet(s)/outlet(s) | \$ 8.00 |

Plan Review Fee

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

Table 1-4
Mechanical and Fuel Gas Permit Fees

Permit Issuance

1. For issuing each permit \$ 34.00

Unit Fee Schedule (in addition to issuance fee above)

2. HVAC units \$ 22.00

3. Each appliance vent or diffuser without appliance \$ 11.00

4. Repair of each appliance & refrigeration unit \$ 19.00

5. Each boiler / compressor \$ 22.00

6. Each air handler \$ 16.00

7. Each VAV box \$ 16.00

8. Each evaporative cooler other than portable type \$ 16.00

9. Each ventilation fan connected to a single duct \$ 11.00

10. Each ventilation system not part of a system under permit \$ 16.00

11. Each hood served by mech. exhaust system including the ductwork \$ 16.00

12. Each piece of equipment regulated by the mechanical code but not listed in this table (fireplace inserts) \$ 16.00

13. Each fuel gas piping system of one to five outlets \$ 8.00

14. Each additional fuel gas outlet \$ 3.00

15. Propane tank installation \$ 66.00

Plan Review Fee

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

Table 1-5
Fire System Permit Fees

Type of Fire Protection System	Fees (includes plan review, testing, and inspection)
Fire Alarm Systems	
New Com./Multi. Fam. (first 4 zones)	\$472.00 plus \$2.00 per device
Additional zones	\$ 60.00 ea. plus \$2.00 per device
Tenant Improvement	\$354.00 plus \$2.00 per device
Additional Zones	\$ 60.00 plus \$2.00 per device
Residential (1-2 fam. dwellings)	\$190.00 plus \$2.00 per device
Sprinkler supervision/notification only	\$201.00 plus \$2.00 per device
System upgrade/panel replacement	One half the above listed fees for new work.
Fire Sprinkler Systems	
NFPA 13, 13 R Systems	
1. Each new riser up to 99 heads	\$ 207.00+4.00/head
2. Each wet riser over 99 heads	\$578.00
3. Each dry riser over 99 heads	\$718.00
4. Each new deluge or pre-action system	\$718.00
5. Each new combination sprinkler/standpipe system including a single riser	\$931.00
6. Sprinkler underground	\$149.00
7. Revision to existing system	\$66.00+3.00/head
8. For each electronic permit for installation/relocation of not more than 10 heads and not involving installation/modification of branch or main piping.	\$ 66.00
9. High piled stock or rack system	
Add to riser fee	\$371.00
NFPA 13D systems	
1. Per dwelling unit fee	\$298.00
Standpipe Systems	
1. Each new Class 1 system	
Dry system	\$286.00
Wet system	\$409.00
2. Each new Class 2 system	\$495.00
3. Each new Class 3 system	\$495.00
Fire Pumps	\$898.00
Type I Hood Suppression Systems	
1. Pre-engineered	\$234.00
2. Custom engineered	\$409.00
Fixed Pipe Fire Suppression	
1. Pre-engineered	\$248.00
2. Custom engineered	\$569.00

Table 1-6
Additional Services

1.	Inspections outside of normal business hours	\$ 66.00/hr ¹
2.	Reinspection fee Reinspection fees double accumulatively when work requiring reinspection is not corrected prior to request for reinspection. (2 nd reinspection = \$132.00; 3 rd reinspection = \$264.00 etc.)	\$ 66.00/hr
3.	Expired permit renewal within 1 year of expiration	One-half (50%) of the original permit fee.
4.	Inspections for which no fee is specifically indicated	\$ 66.00/hr
5.	Fire Code Operational Permit Inspection	\$ 66.00/hr
6.	Additional plan review required by changes, additions or revisions to approved plans (per hour - minimum charge one-half hour)	\$ 66.00/hr
7.	Temporary Certificate of Occupancy	\$ 236.00
8.	Certificate of Occupancy for change in use	\$ 66.00/hr
9.	Adult Family Home licensing inspection	\$ 66.00/hr
10.	Investigation fee for work without a permit	100% of the permit fee in addition to the permit fee.
11.	Expedited plan review by third party contract	Actual Cost but not less than 65% of the permit fee.
12.	Incident management and investigation	\$ 66.00/hr ¹

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

Table 1-7
Fire Code Operational and Construction Permit Fees

Operation	Fee
Aerosol Products	\$ 66.00
Amusement Buildings	\$ 66.00
Aviation Facilities	\$130.00
Carnivals and fairs	\$ 66.00
Battery systems	\$130.00
Cellulose nitrate film	\$ 66.00
Combustible dust producing operations	\$ 66.00
Combustible fibers	\$ 66.00
Exception: Permit not required for agricultural storage	
Compressed gases	\$ 66.00
Exception: Vehicles using CG as a fuel for propulsion	
See IFC T. 105.6.9 for permit amounts	
Covered mall buildings - Required for:	\$ 66.00
placement of retail fixtures and displays, concession equipment,	
displays of highly combustible goods and similar items in the mall;	
display of liquid or gas fired equipment in the mall;	
use of open flame or flame producing equipment in the mall.	
Cryogenic fluids	\$ 66.00
Exception: Vehicles using cryogenic fluids as a fuel for propulsion	
or for refrigerating the lading.	
See IFC T. 105.6.11 for permit amounts	
Dry cleaning plants	\$ 66.00
Exhibits and trade shows	\$ 66.00
Explosives	\$198.00
Fire hydrants and valves	\$ 66.00
Exception: Authorized employees of the water company	
or fire department.	
Flammable and combustible liquids	\$132.00
In accordance with IFC 105.6.17	
Floor finishing	\$ 66.00
In excess of 350 sq. ft. using Class I or Class II liquids	
Fruit and crop ripening	\$ 66.00
Using ethylene gas	
Fumigation and thermal insecticidal fogging	\$ 66.00
Hazardous materials	\$ 66.00
See IFC T. 105.6.21 for permit amounts	
HPM facilities	\$132.00
High piled storage	\$132.00
In excess of 500 sq. ft.	
Hot work operations	\$ 66.00
In accordance with IFC 105.6.24	
Industrial ovens	\$ 66.00
Lumber yards and woodworking plants	\$ 66.00
Liquid or gas fueled vehicles or equipment	\$ 66.00
In assembly buildings	

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

LP Gas	\$132.00
Exception: 500 gal or less water capacity container serving group R-3 dwelling	
Magnesium working	\$ 66.00
Miscellaneous combustible storage	\$ 66.00
In accordance with IFC 105.6.30	
Open burning	\$ 66.00
Exception: Recreational fires	
Open flames and torches	\$ 66.00
Open flames and candles	\$ 66.00
Organic coatings	\$ 66.00
Places of assembly	\$ 66.00
Private fire hydrants	\$ 66.00
Pyrotechnic special effects material	\$ 66.00
Pyroxylin plastics	\$ 66.00
Refrigeration equipment	\$ 66.00
Regulated under IFC Ch. 6	
Repair garages and motor fuel dispensing facilities	\$ 66.00
Rooftop heliports	\$ 66.00
Spraying or dipping	\$ 66.00
Using materials regulated under IFC Ch. 15	
Storage of scrap tires and tire byproducts	\$ 66.00
Temporary membrane structures, tents and canopies	\$ 66.00
Except as provided in IFC 105.6.44	
Tire re-building plants	\$ 66.00
Waste handling	\$ 66.00
Wood products	\$ 66.00
 Required Construction Permits	
Automatic fire extinguishing systems	Ref. Table 1-5
Compressed gases except as provided under IFC 105.7.2	Ref. Table 1-3
Fire alarm and detection systems and related equipment	Ref. Table 1-5
Fire pumps and related equipment	Ref. Table 1-5
Flammable and combustible liquids - in accordance with IFC 105.7.5	\$132.00
Hazardous materials	\$132.00
Industrial ovens regulated under IFC Ch. 21	\$132.00
LP Gas - installation or modification of LP gas system	Ref. Table 1-4
Private fire hydrants - installation or modification of private fire hydrants	Ref. Table 1-5
Spraying or dipping - installation or modification of a spray room, dip tank, or booth	\$132.00
Standpipe system	Ref. Table 1-4
Temporary membrane structures tents and canopies Except as provided under IFC 105.7.12	Included in Op. Permit Fee



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

Subject: Amendments to Maritime Pier Restroom Contribution Agreements - Sunshine LLC and Dylan Enterprises (Tides Tavern)

Proposed Council Action:

Approve and authorize the Mayor to execute the Amended Agreements to Construct a Public Restroom with Sunshine LLC and Dylan Enterprises

Dept. Origin: Administration

Prepared by: Angela Belbeck

For Agenda of: December 12, 2011

Exhibits: Amendments

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial &
Date

CLA 12/7/11
PJK
ASB 12/6/11
CP 12.6.11

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

On April 11, 2011, the City Council authorized the Mayor to execute agreements with Sunshine LLC and Dylan Enterprises for their contributions to the construction costs of public restrooms located at the Maritime Pier property. In short, Sunshine LLC contributed \$20,000 and Dylan Enterprises contributed \$40,000 for the construction of the restrooms. The funds are presently on deposit with Columbia Bank, to be withdrawn and available to the City upon completion of the restrooms. These agreements also included a clause providing for a refund of \$15,000 to Sunshine LLC and \$35,000 to Dylan Enterprises in the event the City relocated the restrooms along Harborview Drive. The agreement was drafted for a 20-year term.

Sunshine LLC and Dylan Enterprises' attorney, Mr. James Morton, later informed the City that the 20-year term and refund provision created an unintended tax consequence for the restroom contributions. The proposed amendment resolves the tax issue by restating the original Agreement in its exact terms, except that it removes the provision that would require a refund of the restroom funds in the event the City relocated the restroom on the property within the 20 year term, as shown below:

- b. The City shall establish an interest-bearing escrow account with Columbia Bank, Gig Harbor branch, in the amount of Forty Thousand Dollars (\$40,000) after receipt of the funds from Dylan Enterprises. Upon completion of the restroom in accordance with the location and timeline above, by presenting to Columbia Bank the City's acceptance of the project, the City shall have the right to withdraw \$40,000, and the City shall direct Columbia Bank to issue a check payable to Dylan Enterprises for all interest accrued, less costs associated with the account. ~~Once the City withdraws~~

~~the \$40,000, the City agrees it will not relocate the restroom to the portion of the Maritime Pier property along Harborview Drive for the duration of this Agreement unless the City makes a one-time refund (without interest) to Dylan Enterprises in the amount of Thirty-five Thousand Dollars (\$35,000).~~

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION/MOTION

Approve and authorize the Mayor to execute the Amended Agreements to Construct a Public Restroom with Sunshine LLC and Dylan Enterprises.

AMENDED AGREEMENT TO CONSTRUCT A PUBLIC RESTROOM

THE UNDERSIGNED, SUNSHINE PROPERTY MANAGEMENT, L.L.C., a Washington limited liability company (referred to as "Sunshine LLC"), and the CITY OF GIG HARBOR, a Washington municipal corporation (the "City") entered into an agreement to construct public restrooms on the 12th day of April, 2011. The parties agree to amend the Agreement in its entirety to read as follows:

WHEREAS, the Agreement had provisions creating a duration of twenty (20) years which has unintended tax consequences to Sunshine LLC and is not a necessary requirement; and

WHEREAS, Sunshine LLC owns property located in the Gig Harbor waterfront at 3025 Harborview Drive, Gig Harbor,, and desires to pay to City to construct a public restroom on City property at 3003 Harborview Drive (the "Maritime Pier property"); and

WHEREAS, Sunshine LLC acknowledges that it will receive a benefit from the construction of a public restroom on City property adjoining this lot because the public will no longer have the need to enter the restaurant to use a restroom.

NOW, THEREFORE, in consideration of the mutual benefits set forth herein, the parties agree as follows:

1. Sunshine LLC's Obligations: Sunshine LLC agrees to pay the City Twenty Thousand Dollars (\$20,000.00) to construct a public restroom and limit the location of above-ground fuel tanks, as detailed below, at the Maritime Pier property. Sunshine LLC agrees to transfer the funds to the City ten (10) days after the execution of this Agreement. Sunshine LLC further agrees that the City retains exclusive control of the design, construction, bidding (if applicable), and maintenance of the project. Nothing in this Agreement obligates Sunshine LLC to pay more than \$20,000.00 toward the costs of construction of the restroom.

2. City's Obligations:

a. Subject to availability and appropriation of necessary funds, the City agrees to design and construct a public restroom at the Maritime Pier property by May 24, 2013. The City will endeavor to construct the restroom toward the northerly boundary of the Maritime Pier property, and not along Harborview Drive.

b. The City shall establish an interest-bearing escrow account with Columbia Bank, Gig Harbor branch, in the amount of Twenty Thousand Dollars (\$20,000.00) after receipt of the funds from Sunshine LLC. Upon completion of the restroom in accordance with the

location and timeline above, by presenting to Columbia Bank the City's acceptance of the project, the City shall have the right to withdraw \$20,000, and the City shall direct Columbia Bank to issue a check payable to Sunshine LLC for all interest accrued, less costs associated with the account.

c. If the restroom is constructed toward the northerly boundary of the Maritime Pier property within the timeline provided above, the City covenants that should it install above-ground fuel tanks at the Maritime Pier property within twenty (20) years of the date of this agreement, such tanks shall not be located along Harborview Drive unless the City makes a one-time refund (without interest) to Sunshine LLC in the amount of Five Thousand Dollars (\$5,000).

3. Ownership and Maintenance: The parties acknowledge that the City shall own the public restroom constructed on City property and shall be responsible for maintenance and furnishing supplies in connection with the public restroom.

4. Indemnification: The City agrees to indemnify and hold Sunshine LLC harmless from and against any and all claims, demands and causes of action made by third parties of every kind and character arising directly or indirectly or in any way incident to, in connection with, or arising out of the City's design, construction or maintenance of the restroom; PROVIDED that the obligation of the City to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole or contributory misconduct or negligence of Sunshine LLC, its agents or employees.

5. Duration/Termination: This Agreement shall take effect upon full execution and shall remain in effect with respect to the public restroom construction as set forth in Paragraph 2(a) above unless terminated as provided herein. Sunshine LLC may terminate this Agreement in the event construction of the restroom is not completed by May 24, 2013, in the event the City constructs the restroom along Harborview Drive, or in the event the City Administrator notifies Sunshine LLC of the City's intent not to construct the restroom. In the event of termination, the City shall promptly direct Columbia Bank to issue a check payable to Sunshine LLC in the amount of the account balance consisting of principal plus accrued interest, less any costs associated with the account, and the covenant regarding fuel tanks in Section 2 above shall be revoked and of no further force or effect.

[Remainder of page intentionally left blank.]

6. Entire Agreement: This Agreement contains the entire understanding between the parties and supersedes all other oral or written understandings, arrangements, or agreements with respect to the design, construction and maintenance of the public restroom. Any modifications to this Agreement must be made in writing and signed by both parties.

DATED this ____ day of _____, 2011.

CITY OF GIG HARBOR

SUNSHINE PROPERTY MANAGEMENT, L.L.C.

By: _____
Mayor Charles L. Hunter

By:  _____
Edward Lazar, Manager

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

 _____
Angela S. Belbeck

AMENDED AGREEMENT TO CONSTRUCT A PUBLIC RESTROOM

THE UNDERSIGNED, DYLAN ENTERPRISES, INC., a Washington corporation, d/b/a/ Tides Tavern (referred to as "Dylan Enterprises"), and the CITY OF GIG HARBOR, a Washington municipal corporation (the "City") entered into an agreement to construct public restrooms on the 12th day of April, 2011. The parties agree to amend the Agreement in its entirety to read as follows:

WHEREAS, the Agreement had provisions creating a duration of twenty (20) years which has unintended tax consequences to Dylan Enterprises and is not a necessary requirement; and

WHEREAS, Dylan Enterprises operates a restaurant located on the Gig Harbor waterfront at 2925 Harborview Drive, Gig Harbor, and desires to pay to City to construct a public restroom on City property at 3003 Harborview Drive (the "Maritime Pier property"); and

WHEREAS, Dylan Enterprises acknowledges that it will receive a benefit from the construction of a public restroom on City property adjoining this lot because the public will no longer have the need to enter the restaurant to use a restroom.

NOW, THEREFORE, in consideration of the mutual benefits set forth herein, the parties agree as follows:

1. Dylan Enterprise's Obligations: Dylan Enterprises agrees to pay the City Forty Thousand Dollars (\$40,000.00) to construct a public restroom and limit the location of above-ground fuel tanks, as detailed below, at the Maritime Pier property. Dylan Enterprises agrees to transfer the funds to the City ten (10) days after the execution of this Agreement. Dylan Enterprises further agrees that the City retains exclusive control of the design, construction, bidding (if applicable), and maintenance of the project. Nothing in this Agreement obligates Dylan Enterprises to pay more than \$40,000.00 toward the costs of construction of the restroom.

2. City's Obligations:

a. Subject to availability and appropriation of necessary funds, the City agrees to design and construct a public restroom at the Maritime Pier property by May 24, 2013. The City will endeavor to construct the restroom toward the northerly boundary of the Maritime Pier property, and not along Harborview Drive.

b. The City shall establish an interest-bearing escrow account with Columbia Bank, Gig Harbor branch, in the amount of Forty Thousand Dollars (\$40,000.00) after receipt of the funds from Dylan Enterprises. Upon completion of the restroom in accordance with the location and timeline above, by presenting to Columbia Bank the City's acceptance of the

project, the City shall have the right to withdraw \$40,000, and the City shall direct Columbia Bank to issue a check payable to Dylan Enterprises for all interest accrued, less costs associated with the account.

c. If the restroom is constructed toward the northerly boundary of the Maritime Pier property within the timeline provided above, the City covenants that should it install above-ground fuel tanks at the Maritime Pier property within twenty (20) years of the date of this agreement, such tanks shall not be located along Harborview Drive unless the City makes a one-time refund (without interest) to Dylan Enterprises in the amount of Five Thousand Dollars (\$5,000).

3. Ownership and Maintenance: The parties acknowledge that the City shall own the public restroom constructed on City property and shall be responsible for maintenance and furnishing supplies in connection with the public restroom.

4. Indemnification: The City agrees to indemnify and hold Dylan Enterprises harmless from and against any and all claims, demands and causes of action made by third parties of every kind and character arising directly or indirectly or in any way incident to, in connection with, or arising out of the City's design, construction or maintenance of the restroom; PROVIDED that the obligation of the City to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole or contributory misconduct or negligence of Dylan Enterprises, its agents or employees.

5. Duration/Termination: This Agreement shall take effect upon full execution and shall remain in effect with respect to the public restroom construction as set forth in Paragraph 2(a) above unless terminated as provided herein. Dylan Enterprises may terminate this Agreement in the event construction of the restroom is not completed by May 24, 2013, in the event the City constructs the restroom along Harborview Drive, or in the event the City Administrator notifies Dylan Enterprises of the City's intent not to construct the restroom. In the event of termination, the City shall promptly direct Columbia Bank to issue a check payable to Dylan Enterprises, Inc., in the amount of the account balance consisting of principal plus accrued interest, less any costs associated with the account, and the covenant regarding fuel tanks in Section 2 above shall be revoked and of no further force or effect.

[Remainder of page intentionally left blank.]

6. Entire Agreement: This Agreement contains the entire understanding between the parties and supersedes all other oral or written understandings, arrangements, or agreements with respect to the design, construction and maintenance of the public restroom. Any modifications to this Agreement must be made in writing and signed by both parties.

DATED this 30 day of November, 2011.

CITY OF GIG HARBOR

DYLAN ENTERPRISES, INC.,
d/b/a Tides Tavern

By: _____
Mayor Charles L. Hunter

By: Philip T. Stanley
Philip T. Stanley
Its: President

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck
Angela S. Belbeck



Subject: Approval of a Consultant Services Contract with Pendleton Consulting, L.L.C. to provide an organizational assessment, create an development action plan and then assist with implementation of the development plan and accountability assessment.

Proposed Council Action: Approve the attached Consultant's Services Contract

Dept. Origin: Police Department

Prepared by: Chief Mike Davis *MDH*

For Agenda of: December 12, 2011

Exhibits:

Initial & Date

Concurred by Mayor: *CLH 12/7/11*

Approved by City Administrator: *RJK*

Approved as to form by City Atty: Via Email

Approved by Finance Director: *12/7*

Approved by Department Head: *MDH 12/7/11*

Expenditure	Amount	Appropriation
Required	Not to exceed \$25,000	Budgeted \$ 619,000 (Admin) Required

INFORMATION / BACKGROUND

The attached Consultant's Services Contract and Proposal for an Organizational and Development Plan will address how we can improve the performance and efficiency of our Police Department.

FISCAL CONSIDERATION

The estimated cost for the Phase I initial assessment stage of the project is \$5,745.00 to \$6,470.00. Costs associated with the subsequent Phase II (Implementation) and Phase III (Accountability Assessment) will not exceed a total project cost of \$25,000.

RECOMMENDATION / MOTION

Move to: Approve the attached Consultant's Services Contract with Michael R. Pendleton, L.L.C.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
Michael R. Pendleton Ph.D.**

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

RECITALS

WHEREAS, the City is presently engaged in an organizational assessment and development project for the City police department 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 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 \$25,000 (Twenty-five thousand dollars) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit A – Schedule of Rates and Fee Schedule**. 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 December 31 2012; provided however, that additional time shall be granted by the City for excusable days or extra work.

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

6. Non-Discrimination. The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual 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 City shall indemnify and hold the Consultant harmless from any damages and/or liability associated with this project, except for intentional acts of the Consultant.

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 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 Director of Operations determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The 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:
Pendleton Consulting, L.L.C.
ATTN: Michael Pendleton
34225 Bridgeview Dr. N.E.
Kingston, Washington 98346

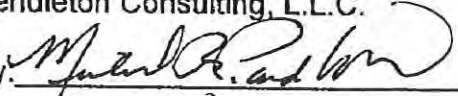
City of Gig Harbor
ATTN: Mike Davis
3510 Grandview Street
Gig Harbor, WA 98335
(253) 853-2420

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.

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

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

CONSULTANT
Pendleton Consulting, L.L.C.

By: 
Its: CEO

CITY OF GIG HARBOR

By: _____
Mayor Charles L. Hunter

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

MICHAEL R. PENDLETON Ph.D.

34225 BRIDGEVIEW DR. N.E.
KINGSTON, WASHINGTON 98346

Phone (360) 638-1179

Fax (360) 638-1779

Cell (360) 509-1333

E-mail : mpendleton@telebyte.com

pendletonconsultingllc@msn.com

www.pendleton-consulting.com

An Organizational Assessment and Development Proposal

**For
The Police Department
City of Gig Harbor**

**By
Michael R. Pendleton Ph.D.**

October 2011

Introduction

The following proposal outlines the objectives, method and fees for conducting an organizational assessment and development project for the Gig Harbor Police Department. The proposal is presented as a framework within which the planning and implementation of the project can occur. This proposal can serve as the basis for a final contract for consulting services.

Objectives:

1. Identify salient issues and areas for assessment and development within the organization.
2. Collaboratively design a development plan to include an accountability measurement system
3. Implement the development plan.
4. To determine the success of the development plan.

Method:

The following steps will be followed to accomplish the organizational assessment and development objectives:

Step 1. Interview, individually, organizational participants, and any other related individual to identify areas and issues for development within the organization. Organizational participants include all members of the Gig Harbor Police Department and other key City Leaders such as the City Administrator etc.

Step 2. Acquire and review other organizational data, news reports, organizational documents as necessary to conduct a full issue assessment and determine the areas for development within the organization.

Step 3. Based on interviews and/or other acquired data develop a proposed organizational development plan in a report format.

Step 4. Present, review and finalize proposed plan with key organizational leaders.

Step 5. Implement the development plan.

Step 6. If appropriate, prepare and present a project report.

Step 7. If appropriate, conduct a follow-up accountability assessment.

EXHIBIT A

Phase I Assessment Estimated Cost: \$5745.00 to \$6470.00

Project design meeting with Chief in Consultant Office. 3 hours \$405.00

Interview 20 participants for one hour (18 Police employees and 2 City Administrators such as City Administrator and/or City Attorney) in Gig Harbor. \$2700.00

Interview travel (estimated 3 round trips 2 hours each) \$810.00

Data Analysis One day \$1080.00

Report presentation and Implementation Planning Meeting with Chief in Consultant Office 4 hours \$540.00

Written Report (Optional) \$725.00

Estimated Mileage 300 (3 Round Trip 100 miles x 3 trips) @ \$.55 \$165.00

Meals (3 lunches) \$45.00

Phase II: Implementation

Costs unknown based upon findings from assessment.

Phase III: Accountability Assessment

Costs unknown based upon findings from assessment.

Note: The costs are estimates. The actual cost may be more or less based upon scheduling, additional work requested by the client and other factors that might create efficiencies or additional costs.

2011
FEE SCHEDULE

Professional Fee: \$135.00 per hour.
The fees for long-term projects are negotiable.

Note: Projects that require contractual indemnification and/or insurance coverage are billed at \$150.00 per hour.

Note: The clock starts when departing from home in Kingston, Washington and ends when returned to home. Time is based on the most direct line of travel. There is no charge for time spent sleeping on overnight retreats or consulting projects.

Summary reports are billed at a daily rate of \$725.00. Reports requiring more than seven hours to prepare will be billed at the hourly rate.

Expenses:

- Mileage = \$.55 per mile.
- Meals and Lodging = actual cost.
- Telephone = 1 call per overnight to family at actual cost.
- Phone interviews = \$.15 per minute.

Report Production:

- Copies = \$.15 per copy.
- Binding = \$2.00 per binder.

Note: Projects that run longer than one month are billed on a monthly basis for services performed and expenses that are accrued.

-BIOGRAPHY-

Dr. Pendleton has over 30 years of research and consulting experience in a wide range of organizational environments with a specialty in the American Police. Michael applies both theory and practical experience from positions ranging from police officer, corrections management and environmental crime and law enforcement in all levels of government in both the United States and Canada. Dr. Pendleton is the owner and senior consultant in *Pendleton Consulting LLC*, a private consulting practice that specializes in qualitative research, group process, organizational assessment and change, organizational conflict resolution, team development, and retreat facilitation for both elected and professional officials.

Dr. Pendleton has consulted with numerous police organizations. Michael is currently on retainer to the City of Seattle to consult on Police Accountability. In addition Michael is currently on retainer by the City of Kenmore, Washington to consult concerning police contracting issues. Past related projects include police organizational assessment and change in the Sumner, Washington, Lacey, Washington, Olympia, Washington, Kent, Washington, Knowledge Management consultant to the Redlands, California police department, and process evaluator on the implementation of *SeattleWatch*, a management accountability program for the Seattle Police Department.

Dr. Pendleton is the principle author of Knowledge Management In Policing, U.S. Department of Justice, 2005. Dr. Pendleton served the National Institute of Justice as the principal process evaluator on the Seattle, WA COMPASS initiative, a "data warehouse" approach to mapping and analyzing crime and disorder problems in the urban environment. Dr. Pendleton was retained by the Seattle Police Department as the principal researcher on the issue of Innovation in policing, funded by the National Institute of Justice.

Dr. Pendleton has provided expert testimony to the U.S. House of Representatives sub-committee on Forests and Forest Health on crime, timber theft, and eco-terrorism in United States Forests. Dr. Pendleton is a member of a team of 18 scientists from around the world convened by the Center for International Forestry in Indonesia to address international timber theft, a project funded by the World Bank. This team has recently published a book titled Illegal Logging: Law Enforcement, Livelihoods and the Timber Trade, London: Earthscan, 2007.

Dr. Pendleton was as a professor and Associate Director of the Society and Justice program at the University of Washington. Michael has conducted numerous research projects and has published in areas, including police stress, knowledge management, police organizational change and crime and enforcement in leisure settings. Dr. Pendleton holds a Doctorate in Philosophy in Organizational Psychology from the University of Washington.

PROFESSIONAL CONSULTING CLIENT ROSTER

Professional Consulting and Training

American Correctional Health Services Assoc. - Stress Management
 City of Auburn, Washington - City Council Annual Retreat
 City of Bainbridge Island, Washington - Police Assessment Center
 City of Bothell, Washington - City Council Annual Retreat
 City of Bothell, Washington - Department Directors Annual Retreat
 City of Bothell, Washington - Midlevel Managers Annual Retreat
 City of Bothell, Washington - Planning Commission Retreat
 City of Bothell, Washington - Employee Organizational Dev. Survey
 City of Bothell, Washington - Fire Department Leadership Development
 City of Burien, Washington - City Council Annual Retreat
 City of Chehalis, Washington - Police Department Development
 City of Chehalis, Washington - Leadership Development
 City of Des Moines, Washington - City Council Annual Retreat
 City of Eugene, Oregon - Police Department Career Development
 City of Federal Way, Washington - Leadership Transition
 City of Federal Way, Washington - City Council Annual Retreat
 City of Federal Way, Washington - Department Directors Annual Retreat
 City of Federal Way, Washington - Organizational Development
 City of Federal Way, Washington - Police Department Development
 City of Federal Way, Washington - Police Chief Selection
 City of Federal Way, Washington - Planning Commission Development
 City of Federal Way, Washington - Conflict Resolution(Interpersonal)
 City of Federal Way, Washington - Conflict Resolution(Inter Departmental)
 City of Federal Way, Washington - Management Services Development
 City of Federal Way, Washington - Community Outreach Policy Planning
 City of Federal Way, Washington - Department of Community Development
 City of Federal Way, Washington - Prosecutor/Court Conflict Management
 City of Federal Way, Washington - Cultural Services, Recreation and Parks
 City of Federal Way, Washington - Design and Facilitate Harvard Forum-
 Police
 City of Gig Harbor, Washington - City Council Annual Retreat
 City of Issaquah, Washington - Administrative Directors Annual Retreat
 City of Issaquah, Washington - City Council Annual Retreat
 City of Kelso, Washington - Police Department Consolidation
 City of Kenmore, Washington - City Council Annual Retreat
 City of Kenmore, Washington-City Manager Performance Evaluation
 City of Kenmore, Washington - Staff Annual Retreat
 City of Kenmore, Washington - Police Contracting Evaluation
 City of Kent, Washington-Community Development Organizational

Assessment

- City of Kent, Washington-City Council Annual Retreat
- City of Kent, Washington - Police Department Leadership Development
- City of Lacey, Washington - City Council Annual Retreat
- City of Lacey, Washington - Police Organizational Development
- City of Lakewood, Washington-City Council Annual Retreat
- City of Lakewood, Washington-City Leadership Team Retreat
- City of Longview, Washington - City Council Annual Retreat
- City of Longview, Washington - Budget Reduction Model
- City of Longview Washington - Police Department Consolidation
- City of Lynnwood, Washington - Parks and Recreation Org. Development
- City of Lynnwood, Washington- Leadership Development
- City of Lynnwood, Washington - City Council Retreat
- City of Lynnwood, Washington - Diversity Commission
- City of Maple Valley, Washington - City Council Annual Retreat
- City of Medina, Washington - City Council Annual Retreat
- City of Medina, Washington - Organizational Structure Study
- City of Medina, Washington - Planning and Building Department Goals
- City of Medina, Washington - Executive Team Retreat
- City of Medina, Washington - City Council System Development
- City of Medina, Washington - Public Works Department Assessment
- City of Mercer Island, Washington - City Council Annual Retreat
- City of Mercer Island, Washington - Department Directors Annual Retreat
- City of Mercer Island, Washington - Arts Council Annual Retreat
- City of Mercer Island, Washington- Arts Council Org. Development
- City of Monroe, Washington - Police Department/School Violence
- City of Monroe, Washington - Police Department Retreat
- City of Newcastle, Washington - City Council Annual Retreat
- City of Normandy Park, Washington - City Council Annual Retreat
- City of Ocean Shores, Washington- City Council Annual Retreat
- City of Olympia, Washington - City Council Annual Retreat
- City of Olympia, Washington - City Council Jail-Court Workshop
- City of Olympia, Washington - Long Range Budget Planning Model
- City of Olympia, Washington - Department Directors Annual Retreat
- City of Olympia, Washington - Art Commission Development
- City of Olympia, Washington - Police Department Org. Development
- City of Olympia, Washington - Police Chief Selection
- City of Olympia, Washington - Design and Facilitate Harvard Forum-Police
- City of Poulsbo, Washington - City Council Annual Retreat
- City of Puyallup, Washington - City Council Annual Retreat
- City of Puyallup, Washington - City Manager Performance Eval. Survey
- City of Puyallup, Washington - City Manager Perf. Evaluation Facilitation
- City of Puyallup, Washington- Conflict Resolution (Inter-personal)

City of Redlands, California - Police Department Knowledge Management
 City of SeaTac, Washington - City Council Goal Setting
 City of SeaTac, Washington - City Council Vision Setting
 City of Seattle, Washington - Arts Commission Organizational Development
 City of Seattle, Washington - Police Department Management Accountability
 City of Seattle, Washington - Police Department Research and Grants
 City of Seattle, Washington - Police Department Knowledge Management Study
 City of Seattle, Washington - Office Professional Accountability Oversight-Police
 City of Spokane, Washington - Police Department Sexual Harassment
 City of Sumner, Washington - Police Department Assessment and Change
 City of Sumner, Washington - Police Department Retreat
 City of Sumner, Washington - City Council Annual Retreat
 City of Tumwater, Washington - City Council Annual Retreat
 City of West Palm Beach, FL - Leadership System Development
 City of Woodinville, Washington - City Council Annual Retreat
 City of Woodinville, Washington - Builder/Developer Permit Process
 City of Yelm, Washington - Elected Official Retreat
 Federal Way Public School Board - Annual Retreat
 Federal Way Public School Management Team - Annual Retreat
 Federal Way Public School-City Joint Management Team Retreat
 Highline Community College Foundation Board Retreat
 Judson Park Retirement Community - Leadership Development
 King County, Washington - Department of Adult Detention
 King County, Washington - Police Department Organizational Development
 King County, Washington - Department of Jail Health Org. Development
 King County, Washington - Jail Best Practices Review
 LOTT Wastewater Alliance-Employee Mediation
 LOTT Wastewater Alliance-Leadership Development
 LOTT Wastewater Alliance-Lessons Learned Exercise
 LOTT Wastewater Alliance - Board Retreat
 LOTT Wastewater Alliance - Organizational Change
 LOTT Team Development
 LOTT Employee Transition Project
 LOTT Septic Summit
 LOTT Six Year Strategic Plan Design
 LOTT Employee Coaching Project(s)
 LOTT 2-Shift Organizational Change Project
 Metropolitan Park District of Tacoma - Planning
 People for Puget Sound - Board Retreat
 Snohomish County Arts Council - Annual Retreat
 State of Washington - Arts Commission Program Development

State of Washington - Criminal Justice Training Commission Training
State of Washington - Department of Corrections Race Relations
State of Washington - State Patrol Stress Management
State of Washington - Democratic Legislative Caucus Annual Retreat
The Evergreen State College - Department of Police Services
Thurston County Commissioners - Annual Retreat
Thurston County - New Jail Criminal Justice Leadership Scan
Thurston County - Inter-jurisdictional Jail Process Design-Facilitation
Thurston County - Budget Process Facilitation
Thurston County - Senior Leadership Team Performance Standards
United States National Park Service - Law Enforcement Training
United States National Park Service - Law Enforcement Ranger Research
British Columbia, Canada Ministry of Forests-Environmental Enfor. Training
Washington Association of Police Training Officers
National Institute of Justice - COMPASS Principal Research Partner
National Institute of Justice - COMPASS Cross-site Evaluator
National Institute of Justice - COPS Program Evaluator
National Institute of Justice - Knowledge Management Research
Center For International Forestry- Bogor, Indonesia

Statement of Professional Philosophy

Dr. Pendleton is schooled in the Social Ecology and Open Systems theory of organizational development. This approach recognizes the "living" nature of organizations which are dependent upon the nature and health of the social/political environment in which they reside as well as the internal structure and culture of the organization. As a living system, movement in one part of the organization will predictably result in movement in other parts of the system. While organizations have common structural features much like people (policy/procedure, job descriptions, hierarchy/s etc.) Dr. Pendleton considers each organization as a unique professional culture with special "personalities" that are defined by the values and norms that determine the "way to be". It is the blend of the formal organizational structure with the informal organizational culture that defines the organization. Using this framework, *Dr. Pendleton's professional goal is to facilitate the health and well being of organizations.*

Dr. Pendleton views organizational change as a given feature of professional life and central to creating healthy organizations. While "living organizations" are always changing, Dr. Pendleton believes that proactive strategic change is the preferred method to shape the nature of organizations. The key to strategic change is the manipulation of organizational structure and incentives, which feature peer group involvement and organizational resources. While these features of the organization can be readily manipulated, the power and influence of organizational culture (values, and norms) is the final determinant of the nature of organizations. Healthy organizations are measured, in part, by their commitment to professional ethics, degree of respect for organizational actors and high quality outcomes.

Dr. Pendleton utilizes qualitative and quantitative assessment methods to determine the exact health and well being of an organization at any given point in time. Dr. Pendleton is a specialist in qualitative assessment methods, which feature direct observation, organizational participant interviews, organizational documents and other ethnographic ways to know. This approach relies upon methods of triangulation to establish the validity and reliability of data. Dr. Pendleton favors base lining and subsequent benchmarking assessments as ways to track and evaluate organizational change. In this role assessment serves to hold strategic organizational change projects accountable. Confidentiality is a central feature of Dr. Pendleton's approach to organizational assessment.

Dr. Pendleton believes strongly in a professional code of ethics that features integrity, respect, positive methods of participant involvement and high quality methods of organizational change.



Subject: Point Fosdick Drive/56th Street Improvement Project – Ratification of Transportation Improvement Board (TIB) Grant Agreement

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

Dept. Origin: Engineering Division

Prepared by: Stephen Misiurak, PE
City Engineer

For Agenda of: December 12, 2011

Exhibits: Project Funding Status Form
Grant Distribution Agreement

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial & Date

CLH 12/7/11

RSK

by email

[Signature]

[Signature] 12/8/11

Expenditure Required	\$4.2 Million	Amount Budgeted	\$4.2 Million	Appropriation Required	0
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INFORMATION / BACKGROUND

The Washington State Transportation Improvement Board (TIB) has awarded a grant for the above project in the amount of \$2,590,717. The City was one of 16 other projects selected statewide for funding. The City was selected under the rapid action selection program (RAS). The RAS is a new category added this past year based upon an agencies readiness to proceed. The terms of this grant require the City to advertise this project for bidding no later than March 19, 2012. The terms also require issuance of notice to proceed for construction work no later than May 18, 2012. The project duration is expected to be completed by September 2013.

Improvements under this project will consist of curb, gutter and sidewalk on both sides of the roadway on a section of Point Fosdick Drive between 56th Street and Olympic Drive and 56th Street between Point Fosdick Drive and Olympic Drive.

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

FISCAL CONSIDERATION

Execution of this agreement is necessary for the City to receive the grant monies mentioned above. TIB will reimburse costs for construction on a proportionate basis of approximately 61.5% of incurred costs. The remaining 38.5% will be funded through a combination of City and developer funds, as described in Objective #1 of the 2012 Street Capital Budget.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

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



Transportation Improvement Board
Project Funding Status Form

Agency: **GIG HARBOR** TIB Project Number: **9-P-127(003)-1**
 Project Name: Point Fosdick Drive NW & 56th Street NW
 Olympic Dr NW to 56th NW to Olympic Dr NW

Verify the information below and revise if necessary.

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

PROJECT SCHEDULE

	Date Shown on Application	Revised Dates
Construction Approval Date		
Contract Bid Award	Mar 2012	
Contract Completion	Sep 2013	

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
GIG HARBOR	90,000	500,000
WSDOT	0	
Federal Funds	0	
Hogan Enterprises	1,250,000	850,000
Gig Harbor Sewer Utility	293,070	
TOTAL LOCAL FUNDS	1,623,070	1,623,070

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

Mayor or Public Works Director

Signature

Date

Printed or Typed Name

Title

Financial Officer

Signature

Date

Printed or Typed Name

Title



LEAD AGENCY:	GIG HARBOR
PROJECT NUMBER:	9-P-127(003)-1
PROJECT TITLE:	Point Fosdick Drive NW & 56th Street NW
PROJECT TERMINI:	Olympic Dr NW to 56th NW to Olympic Dr NW

1.0 PURPOSE

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

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

2.0 PARTIES TO AGREEMENT

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

3.0 TERM OF AGREEMENT

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

4.0 AMENDMENTS

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

5.0 ASSIGNMENT

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

6.0 GOVERNANCE & VENUE

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



7.0 TERMINATION

7.1 UNILATERAL TERMINATION

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

7.2 TERMINATION BY MUTUAL AGREEMENT

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

7.3 TERMINATION FOR CAUSE

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

7.4 TERMINATION FOR CONVENIENCE

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

7.5 TERMINATION PROCEDURE

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



8.0 AVAILABILITY OF TIB FUNDS

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

9.0 ATTACHMENTS

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

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

By:

Signature on file

Elizabeth Lagerberg
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Signature of Chairman/Mayor Date

Executive Director Date

Print Name

Print Name



LEAD AGENCY:	GIG HARBOR
PROJECT NUMBER:	9-P-127(003)-1
PROJECT TITLE:	Point Fosdick Drive NW & 56th Street NW
PROJECT TERMINI:	Olympic Dr NW to 56th NW to Olympic Dr NW

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

By:

Signature on file

Elizabeth Lagerberg
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Signature of Chairman/Mayor Date

Executive Director Date

Print Name

Print Name

Attachment 1

Project Funding Summary

Project Information

Lead Agency **GIG HARBOR**
Project Number **9-P-127(003)-1**
Project Title **Point Fosdick Drive NW & 56th Street NW**
Project Termini **Olympic Dr NW to 56th NW to Olympic Dr NW**

TIB funds for the project are:

Phase	TIB Funds
Design	0
Right of Way	0
Construction	2,590,717
Total Grant	<hr/> 2,590,717



Subject: Point Fosdick Drive/ 56th Street Improvement project – Consultant Services Contract with David Evans and Associates, Inc.

Proposed Council Action: Approve and authorize the Mayor to execute the Consultant Services Contract with David Evans and Associates, Inc. for the 56th Street / Point Fosdick Drive Improvements project in the not-to-exceed amount of \$109,463.64

Dept. Origin: Public Works/Engineering Div.

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

For Agenda of: December 12, 2011

Exhibits: Consultant Services Contract
Scope and Fee
HWA Scope and Fee

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial & Date
CCH 12/8/11
RJK
approx via email 12/6/11
FOR 12/8/11
12/8/11

Table with 4 columns: Expenditure Required, Amount, Budgeted, Appropriation Required. Values: \$109,463.64, \$4,200,000.00, 0.

INFORMATION / BACKGROUND

The City worked with David Evans & Associates, Inc. (DEA) several years ago to develop plans that include reconstruction of a section of Point Fosdick Drive between Olympic Drive and 56th Street. It also includes a section of 56th Street between Point Fosdick Drive and Olympic Drive. These plans are complete according to engineering standards in 2006. The intent of this consultant services contract is to update the plans to current standards and incorporate sustainability improvements. A large portion of the funding for this project is from a special grant through Washington State Transportation Improvement Board (TIB), which requires this project to be advertised no later than March 19, 2012. The current plans were created by DEA. Their design team can quickly and efficiently prepare the plans for advertisement within the required time.

FISCAL CONSIDERATION

This project is a street division capital objective included in the 2012 City budget. Funding for these design services will be provided from the City traffic impact fees.

BOARD OR COMMITTEE RECOMMENDATION

This project was reviewed by the Operations & Public Projects Committee as part of a list of five different capital improvement projects being submitted for State funding.

RECOMMENDATION / MOTION

Move to: Approve and authorize the Mayor to execute the Consultant Services Contract with David Evans and Associates, Inc. for the 56th Street / Point Fosdick Drive Improvements project in the not-to-exceed amount of \$109,463.64.

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

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

RECITALS

WHEREAS, the City is presently engaged in the design of 56th St. and Point Fosdick Drive Improvement Project 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 Services**, 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 One Hundred Nine Thousand Four Hundred Sixty Three Dollars and Sixty-Four Cents (\$109,463.64) 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 and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 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, 2012; provided however, that additional time shall be granted by the City for excusable days or extra work.

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

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

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

7. Indemnification.

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

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

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

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

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

8. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Resolution of Disputes and Governing Law.

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

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

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

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

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

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

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

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

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor Charles L. Hunter

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF GIG HARBOR

EXHIBIT A---SCOPE OF SERVICES
for
UPDATING AND SUPPLEMENTING THE FINAL PLANS, SPECIFICATIONS,
AND ESTIMATE
for the
56TH STREET NW and Pt. FOSDICK DRIVE NW PROJECT

David Evans and Associates, Inc. (DEA) is pleased to provide this Scope of Services to the City of Gig Harbor (City) to update the PS & E for the project. Exhibit A describes the Scope of Services that will be performed by DEA for the preparation of the final Plans, Specifications, and Estimate for this project. DEA has completed Phase 1 of the project that included the preparation of a design report and preliminary plans for this project. A PS&E package was delivered to the City in 2006.

The project will involve the widening and improvement of approximately 2,900 lineal feet of Point Fosdick Drive NW/56th Street NW. The project extends from the Point Fosdick Drive NW/Olympic Drive NW intersection to Olympic Drive NW.

The project will be designed using the American Association of State and Highway Transportation Officials (AASHTO), the 2012 Edition of the Washington State Department of Transportation (WSDOT) Design Manual, Standard Plans, and Standard Specifications for Road, Bridge, and Municipal Construction, and the City of Gig Harbor Public Works Standards as guidelines for the development of the project.

The design of the project will follow the parameters established in the Design Report prepared by DEA and approved by the City Engineer for the project.

The design of the project will also utilize the geotechnical information included the report by Landau Associates dated February 19, 2004. Additional geotechnical services will be required for stormwater infiltration investigations. See SUBCONSULTANT SERVICES for scope information.

Additional studies, investigations, or reports not covered in this Scope of Services can be performed by DEA on a time and expense basis.

The following tasks are consistent with the task designation of the original design scope for ease of comparison. Tasks which are not impacted by this project are omitted.

TASK 1 - PROJECT MANAGEMENT

For this project task, DEA will:

- Attend up to 4 one-hour project meetings as requested by the City that will be held approximately every three weeks to discuss project issues, obtain project decisions from the City, or jointly develop project criteria for the development of the project;
- Prepare and submit monthly invoices to the City and perform project administrative duties as required. The invoices will be broken into subsections that follow the tasks identified in this Scope of Services and will show the hours of work used for each task for the billing period and the individuals who worked on the project. The invoices will show mileage, postage, reprographic, and other expenses associated with the project;
- Provide project management, administration, and engineering supervision for the project to assure that the work is being done in conformance with the project's Design Report and applicable design standards;
- DEA staff will utilize up to 6 hours making site visits as necessary to determine whether design concepts can be practically implemented in the field; and
- Provide internal QA/QC review throughout the design process.

Task Deliverables:

DEA will attend four meetings, provide project updates to the City as requested, prepare and submit invoices, provide project management and oversight and engineering supervision, make site visits as necessary, and perform internal QA/QC review for the project.

TASK 2 - PUBLIC MEETINGS (CONTINGENCY ITEM)

For this project task, if authorized by the City, DEA will:

- Attend up to 1 four-hour public open house for the project organized by the City, at a location, date and time to be established by the City;
- Provide plans and exhibits for the public open house.

Task Deliverables:

If requested by the City, DEA will attend one public meeting and provide project plans and exhibits for the meeting.

TASK 3 – UPDATE TOPOGRAPHICAL MAPPING (CONTINGENCY ITEM)

Improvements and changes to the physical features along the project corridor may have occurred since the 100% plans were prepared. If authorized by the City, this task will identify those changes and provide the necessary field and office survey work to update

the project topographic mapping. Utility locates will be ordered to verify existing underground utilities and identify newly installed utilities. This task is a contingency item and will be performed only if necessary. This task assumes two site visits and includes work not to exceed 16 hours of field crew time and 24 hours of office time.

For this project task, if authorized by the City, DEA will:

- Perform a site walk through to identify physical changes (if any) and newly installed underground utilities;
- Perform field and office survey work and update the project topographic mapping and DTM.

Task Deliverables:

DEA will identify changes and update survey and topographic mapping to support the development of the project.

TASK 4—UPDATE FINAL PROJECT PLANS

DEA will review, revise and update the 100% plans to conform to the latest City of Gig Harbor street standards and the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction (2012 Edition) as well as the most recent WSDOT Standard Plans. One set of full size and half-size mylar plans will be delivered to the City. The plans will also be provided to the City on a compact disc in AutoCAD 2008 and Land Development Desktop (LDDT) format.

For this project task, DEA will:

- Update plan cover sheet, index, legend, vicinity and location maps;
- Update a summary of quantities sheet;
- Update roadway sections;
- Update site preparation plans and details;
- Update roadway plan and profile sheets;
- Update utility crossing sheets;
- Update plans and profiles for driveways entrances;
- Update project details;
- Provide updated plans as noted elsewhere in this scope; and
- Attend one (1) two-hour review and comment meeting for the project.

Task Deliverables:

Bid ready plans will be submitted to the City for review. The plans will be revised one time according to City comments. A complete set of full size (22"x34") mylar plans will be delivered to the City. The plans will also be provided to the City on a compact disc in AutoCAD 2008 and LDDT format.

TASK 4A—ROADWAY DESIGN AT PAPA JOHN’S PIZZA (PARCEL #4555000122)

DEA will analyze the access design for this parcel to minimize impacts to the property. The design revisions may include changes to the roadway super elevation, profile, sidewalk, curb, driveway entrance or walls.

For this project task, DEA will:

- Analyze and provide design option(s) for reducing the construction impacts to the parcel;
- Incorporate the City approved design revisions into the plans and details.

Task Deliverables:

Draft roadway and access design to minimize impacts and updated plans with City approved design revisions.

TASK 4B—PERVIOUS CONCRETE SIDEWALK DESIGN

DEA will analyze the applicability of utilizing pervious concrete for sidewalks. The use of pervious concrete may reduce the overall project developed impervious surface area, thus reducing the stormwater detention volume required. The pervious concrete will not be used at driveway entrances. The pervious concrete will comply with the latest edition of the City of Gig Harbor Storm Water Management Manual.

For this project task, DEA will:

- Analyze applicability and criteria for use of pervious concrete sidewalks;
- Submit draft design details to City for review;
- Revise design to reflect City review comments;
- Prepare memo to drainage report addressing reduced impervious area and reduced detention volume if applicable;
- Revise and update corresponding plan, profile and detail sheets;

Task Deliverables:

Revised plans incorporating pervious concrete sidewalk design and details.

TASK 5---UPDATE GRADING DETAILS AND EARTHWORK QUANTITIES

DEA will update grading details for the project. Earthwork quantities and final cross sections will be developed for the project. The cross sections will be in a format useable by potential bidders for the construction of the project.

For this project task, DEA will:

- Update project grading details
- Update earthwork quantities
- Update and run cross sections and plot catch points

Task Deliverables:

Grading details, earthwork quantities, and roadway cross sections for the project.

TASK 6---UPDATE CHANNELIZATION AND SIGNING PLANS

DEA will update the channelization and signing plans for the project.

For this project task, DEA will:

- Update channelization plans and details for the project; and
- Update a signing plan and details for the project.

Task Deliverables:

Channelization and signing plans for the project.

TASK 6A---MID-BLOCK MEDIAN AND CROSSWALK DESIGN

DEA will revise the roadway, channelization and solar-powered warning lights and signage design to add two mid-block medians and crosswalks located at 56th Street NW and 32nd Avenue NW and at Pt. Fosdick Drive NW at approximately station 77+00.

For this project task, DEA will:

- Provide design for two mid-block dedicated left turn lanes, pedestrian refuge medians, crosswalks, solar-powered warning lights and signage in accordance with City standards;
- Submit draft design to City for review one time;
- Revise design to reflect City review comments one time; and
- Revise and update corresponding plan, profile and detail sheets.

Task Deliverables:

Design of two mid-block pedestrian crossings, with dedicated left turn lanes and medians. Revised plans and details reflecting the design elements.

TASK 7---UPDATE ILLUMINATION PLANS

DEA will review the illumination design report and verify that the design is still applicable using City provided AGI design files. DEA will revise the illumination details to utilize LED options using Cyclone or Lumec equipment. DEA will update the illumination plans to reflect City approved revisions to the illumination design report.

For this project task, DEA will:

- Review light levels for compliance with City standards within the project limits;
- Update the illumination plan per the revised illumination report if necessary.

Task Deliverables:

Calculated light levels, updated illumination plans.

TASK 8---UTILITIES COORDINATION

DEA will provide utility coordination effort for the project. DEA will make reasonable efforts to coordinate the design of this project's infrastructure facilities with existing and planned utilities infrastructure facilities. It is understood that the overhead power along 56th Street NW will remain in place, and the current design includes provisions for the poles to remain. It is also understood that the existing overhead power along Pt. Fosdick Drive will be converted to underground facilities. It is also understood that the success of this task is dependent on the cooperation and effort of the individual utilities involved with the project. Reasonable revisions to the project's design will be made to include minor changes to isolated segments of the storm drainage system and the irrigation plan. It does not include changing the road's horizontal or vertical alignment or extensive changes to the storm drainage system.

For this project task, DEA will:

- Contact the individual utilities and obtain updated utility information;
- Attend one (1) four-hour meeting with City and utility company representatives to review the project schedule, design and utility proposals;
- Make reasonable revisions to the project plans one time only to accommodate existing or proposed utility infrastructure facilities; and
- Coordinate utility relocation work with project design work and provide utility information on the project plans.

Task Deliverables:

Individual utility companies will be contacted, one 4-hour meeting with utility representatives will be attended, reasonable plans revisions will be made, and coordination between utility work and project work will be completed whenever possible.

TASK 9---UPDATE STORM DRAINAGE DESIGN AND PLANS

DEA will review the storm drainage system that provides for both water quantity and water quality control. DEA will update the storm drainage plan and profile sheets to comply with the latest edition of the City of Gig Harbor Storm Water Management Manual.

For this project task, DEA will:

- Update storm drainage plans and profiles;
- Update plans and details for the project's storm drainage detention facilities;
- Update plans and details for the project's storm water quality control systems;
- Update structure notes for the project; and
- Update applicable storm drainage details for the project.

Task Deliverables:

Updated storm drainage plan and profile sheets.

TASK 9A---STORM DRAINAGE DESIGN REVISIONS

DEA will review design criteria and provide design options for the use of Low Impact Development (LID) features (ie: infiltration, Filtterra's) as a stormwater flow control and water quality BMP. It is understood that stormwater is required to be treated prior to infiltration, which may limit the use of infiltration as a stormwater quantity control BMP. It is understood that LID systems shall comply with the latest edition of the City of Gig Harbor Storm Water Management Manual. It is also understood that any infiltration system using perforated pipe must be registered with the Department of Ecology Underground Injection Control (UIC) program.

For this project task, DEA will:

- Analyze applicability of Low Impact Development (LID) features (such as infiltration, Filtterra's) as flow control and water quality BMP's for the project;
- Coordinate with geotechnical subconsultant to arrive at a design infiltration rate;
- Prepare and submit drainage plan highlighting design details and applicable locations of LID systems;
- Prepare calculations memo for infiltration and Filtterra(s) as a supplement to the project drainage report;
- Update storm drainage plans, profiles and details;
- Provide specifications for infiltration systems;
- Update storm drainage structure notes and estimate; and
- Completed UIC registration application(s) to be submitted by the City.

Task Deliverables:

Updated storm drainage plans, details and specifications. Completed UIC registration applications.

TASK 10---TESC PLAN

DEA will update the temporary erosion and sedimentation control (TESC) plan for the project. This will include updating the TESC design and report to comply with current standards.

For this project task, DEA will:

- Update the TESC design and report;
- Update TESC plans; and
- Update TESC details for the project.

Task Deliverables:

Updated TESC design and report, TESC plan sheets, and TESC details for the project.

TASK 11---RETAINING WALLS

DEA will update the matrix noting the location of retaining walls needed for the project, with vertical data and review wall design type and applicability for each wall. It is understood that cast in place walls will be required along the north side of 56th Street NW to minimize impacts to the adjacent parcels, and WSDOT standard plans will be utilized. DEA will also use existing City wall design standards or a proprietary design wall system as selected by the City for the retaining walls on this project.

This task does not include the need for a structural wall design or work by a structural engineer.

For this project task, DEA will:

- Update wall plan and profile sheets to include cast in place walls; and
- Update wall details and sections for the project.

Task Deliverables:

Updated plan sheets showing vertical elevation information for the walls, and wall details.

TASK 12---UPDATE RIGHT-OF-WAY PLANS

There are no anticipated revisions to the right-of-way plans.

TASK 13---PROJECT SPECIFICATIONS AND CONSTRUCTION ESTIMATE

DEA will update project specifications and special provisions and a construction cost estimate for the project. The Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction 2012 edition and WSDOT Standard Plans will be used.

For this project task, DEA will:

- Update project specifications and special provisions;
- Include special provisions to require the Contractor to accommodate local business access during construction;
- Special provisions will emphasize detour and traffic control submittals from the Contractor which must be approved by the City prior to any work; and
- Review and update bid items, quantities, and the cost estimate for the project.

For this project task the City will;

- Prepare legal documents (advertisement for bids, proposal, contract, etc.);
- Provide DEA with complete and accurate Division 1 general special provisions for the project in electronic format;
- Provide DEA with existing agreements with business and property owners for incorporation into specifications.

Task Deliverables:

A final set of project specifications and general special provisions and cost estimate for the project in electronic and PDF format.

TASK 14----UPDATE SANITARY SEWER PLANS

DEA will update the plan for replacement of the existing sanitary sewer system within the project limits.

For this task, DEA will:

- Update plans and profiles for the sanitary sewer replacement work;
- Update sanitary sewer details for the sanitary sewer system.

TASK 15----LANDSCAPE AND IRRIGATION PLANS

DEA will review and update the landscape and irrigation plans for the project. Landscape plans will be stamped and signed by a licensed landscape architect.

For this project task, DEA will:

- Update landscaping plans for the project;
- Review and update the irrigation design and plans for the project; and
- Review and update irrigation details for the project.

Task Deliverables:

Updated landscape plans, irrigation plans, and landscape and irrigation details.

TASK 16 ----VALUE ENGINEERING (VE) STUDY COORDINATION AND SUPPORT

Per the City, a value engineering study is not required for this project since TIB funding is limited to construction only.

TASK 17----BIDDING SUPPORT

DEA will provide support during the bidding period including preparation of addendums.

For this project task, DEA will:

- Provide bidding support;
- Prepare addendums; and

Task Deliverables:

Addendums.

ADDITIONAL SCOPE OF WORK OPTIONS

DEA has the in-house expertise and will be available to perform additional services in connection with the project at the request of the City. These services include additional survey work, civil and traffic engineering design, landscape and irrigation design, environmental and permitting work, preparation of easements or other legal descriptions and documents, right-of-way acquisition, value engineering coordination, public involvement, and construction surveying support.

SUBCONSULTANT SERVICES

HWA GEOTECHNICAL ENGINEERING INVESTIGATIONS (NEW TASK)

This task will be performed by a professional geotechnical engineer (HWA Geosciences Inc.) and will provide recommendations for stormwater infiltration and low impact

development design concepts. This also includes the review and verification of 2004 Landau pavement design recommendations.

Task Deliverables:

Pavement design review memo, Storm water management evaluation focusing on infiltration suitability.

EXCLUSIONS

The following work tasks are not included in this Scope of Work:

1. Revisions to the project right-of-way plans, right-of-way acquisition, preparation of legal descriptions, easements, or similar work, obtaining property title reports, setting property corners or doing other survey work that would require the filing of a Record of Survey.
2. Data or information such as noise studies, air pollution data, or similar information.
3. Additional design or survey work for WSDOT, negotiating with them, or providing them with engineering information or data that has not already been developed under the scope of work for this project with the City. This includes additional survey work that WSDOT may request.
4. Negotiations with impacted utilities for utility placement or mandating that utilities provide DEA with utility location information for the development of the project plans.
5. Structural engineering for the design of retaining walls or other facilities.
6. Preparation or development of an environmental checklist, NPDES or other permits, or other environmental or permitting work.
7. Preparation of bid tabulations.
8. Reproduction of bid and contract documents.

SERVICES PROVIDED BY THE CITY

The City will:

- Obtain permission to access onto adjoining private properties for project design purposes given at least 2 weeks' notice by DEA.
- Provide all available as-built utility plans, road and storm drainage plans, or other engineering plans to DEA.
- Provide current design standards and criteria in published form and in electronic format if needed by DEA.
- Provide all standards details needed for the project in electronic format compatible with AutoCAD 2008.
- Provide current storm drainage standards and criteria in published form and in electronic format if needed by DEA.
- Perform all needed environmental and permitting work for the project and obtain all needed permits for the project.

- Provide DEA with applicable utility permit and franchise information as needed to facilitate this project.
- Provide DEA with a copy of their standard specifications, special provisions, bid sheet, and engineer's estimate of a recent previous project in electronic format.
- Coordination efforts with WSDOT, with technical assistance provided by DEA.
- Negotiate with the applicable utility to provide power for the project's illumination system.
- Reproduction of contract documents for dispersal to bidders.
- Project advertisement and notifications to bidders.

REIMBURSABLES

- Fees payable to various agencies for copies of legal documents obtained during the research phase of the project.
- Fees for reprographics, postage, and express mailing.
- Mileage from the DEA office (Fife) to Gig Harbor.

PROJECT COMPLETION

DEA will begin work on project based on a written notice to proceed from the City by December 13, 2011. DEA will deliver ad-ready 100% PS & E documents to the City on or before February 22, 2012 for review and comment. Upon City review of up to 6 days, (February 28, 2012) and after receiving City comments for the 100% PS&E, DEA will deliver final PS&E on or before March 12, 2012.

O:\Proposal\2012\2012-003 Pt Fosdick Plans Update and CM\Point Fosdick PS & E Update - Scope.docx

CITY OF GIG HARBOR
 POINT FOSDICK DRIVE NW/56TH STREET NW
 EXHIBIT B
 SCHEDULE OF RATES AND ESTIMATED HOURS

UPDATE OF PLANS, SPECIFICATIONS AND ESTIMATE

	A	B	C	D	E	F	J	K	L	M	N	P	Q	R	S
62	Update Channelization Plans and Details	2		4		4									
63	Update Signage Plans and Details	2		2		4									
64															
65	Total	4	0	6	0	8	0	0	0	0	0	0	0	\$ 2,287.87	\$ 2,287.87
66															
67	TASK 6A—MID-BLOCK, MEDIAN AND CROSSWALK DESIGN														
68	Provide design for two mid-block dedicated left turn lanes, pedestrian refuge medians, crosswalks, solar warning lights and signage in accordance with City standards	4	1	4		8									
69	Submit draft design to City for review one time	2		2		2									
70	Revise plans and details	1		4		8									
71															
72	Total	6	3	10	0	18	0	0	0	0	0	0	0	\$ 4,665.59	\$ 4,665.59
73															
74	TASK 7—UPDATE ILLUMINATION PLANS														
75	Review Light Levels per City Standards	6		4		4									
76	Update Illumination Plans and Details	2		4		4									
77															
78	Total	8	0	4	0	4	0	0	0	0	0	0	0	\$ 2,359.74	\$ 2,359.74
79															
80	TASK 8—UTILITIES COORDINATION														
81	Contact Individual Utilities and Provide Design Information	4		4		4									
82	Attend 1 Four-Hour Meeting with Utilities	4		4		4									
83	Make Reasonable Revisions One Time Only to Accommodate Utilities	1		2		8									
84	Coordinate Utility Relocation Work with Project Design Work	1		4		8									
85															
86	Total	0	2	14	0	16	0	0	0	0	0	0	0	\$ 3,773.20	\$ 3,773.20
87															
88	TASK 9—UPDATE STORM DRAINAGE DESIGN AND PLANS														
89	Update Storm Drainage Plans and Profiles	2		2		4									
90	Update Plans and Details for the Project's Two Storm Drainage Detention Facilities	2		2		2									
91	Update Plans and Details for the Project's Two Storm Water Quality Facilities	2		2		2									
92	Update Structure Notes	1		1		2									
93	Update Applicable Storm Drainage Details	1		1		2									
94															
95	Total	0	0	8	0	12	0	0	0	0	0	0	0	\$ 2,216.00	\$ 2,216.00
96															
97	TASK 9A—STORM DRAINAGE DESIGN REVISIONS														
98	Analyze applicability of TIB application stormwater BMP features (infiltration, Filtreras) as approved by the City			8	16						4				
99	Prepare and submit drainage plan highlighting design details and applicable locations of infiltration systems			4	8	4					4				
100	Prepare calculations memo for infiltration and Filtreras as a supplement to the project drainage report			4	8										
101	Update storm drainage plans, profiles, details and structure notes	1		4	8	24									
102	Prepare specifications for TIB application stormwater BMP features	2		6		6									
103	Complete JIC registration applications for City submittal to DOE	2		4		4									
104															
105															
106	Total	0	2	24	50	28	0	0	0	0	8	0	0	\$ 12,637.21	\$ 12,637.21
107															
108	TASK 10—UPDATE TESC PLANS														
109	Update TESC Design Report and TESC Calculations	2		4		4									
110	Update TESC Plans for Project	2		2		2									
111	Update TESC Details for Project	2		2		2									
112															
113	Total	0	0	6	4	8	0	0	0	0	0	0	0	\$ 2,000.39	\$ 2,000.39
114															
115	TASK 11—UPDATE RETAINING WALL DESIGN														
116	Update wall plan and profile sheets to include cast in place walls	1		6		8									
117	Update wall details and sections for the project	1		6		8									
118															
119															

CITY OF GIG HARBOR
 POINT FOSDICK DRIVE NW/56TH STREET NW
 EXHIBIT B
 SCHEDULE OF RATES AND ESTIMATED HOURS

UPDATE OF PLANS, SPECIFICATIONS AND ESTIMATE

	A	B	C	D	E	F	J	K	L	M	N	P	Q	R	S
120 Total		0	2	12	0	16	0	0	0	0	0	0	0	\$ 3,497.69	\$ 3,497.69
121															
122 TASK 12—DEVELOP RIGHT-OF-WAY PLANS															
123															
124															
125															
126															
127 TASK 13—UPDATE PROJECT SPECIFICATIONS AND ESTIMATE															
128 Update Project Specifications			1	16											
129 Update General Special Provisions			0	8											
130 Review and Update Bid Items, Quantities and the Cost Estimate			1	12	8	24									
131															
132 Total		0	2	36	8	24	0	0	0	0	0	0	0	\$ 11,233.76	\$ 11,233.76
133															
134 TASK 14— UPDATE SANITARY SEWER PLANS															
135 Update Plans for the Sanitary Sewer Replacement Work			1	2		2									
136 Update Sanitary Sewer Plan Details				2		2									
137															
138 Total		0	1	4	0	4	0	0	0	0	0	0	0	\$ 1,102.01	\$ 1,102.01
139															
140 TASK 15—UPDATE LANDSCAPE AND IRRIGATION PLANS															
141 Update Landscape Plans				2		4									
142 Update Irrigation Plans including new irrigation in crosswalk medians				1		8									
143 Update Irrigation Details				1		2									
144															
145 Total		0	0	4	0	14	0	0	0	0	16	0	0	\$ 3,815.12	\$ 3,815.12
146															
147 TASK 16—VALUE ENGINEERING (VE) STUDY COORDINATION AND SUPPORT															
148 Not required per City direction.															
149															
150															
151															
152															
153															
154 TASK 17—BIDDING SUPPORT															
155 Prepare up to four (4) addendums				12	8										
156 Prepare bid tabulations (to be completed by City)				0											
157															
158															
159															
160 TOTAL HOURS		26	60	208	84	230	8	0	0	0	24	6	48		
161															
162															
163 RATE (Rates are based on latest audited overhead of 184.46% and fee of 15%.) This															
164 represents a multiplier of 2.9646 compared to our standard multiplier of 3.1446.															
165															
166															
167 TOTAL LABOR	\$	179,68	\$ 179,68	\$ 137,75	\$ 107,81	\$ 92,83	\$ 179,68	\$ 119,78	\$ 74,87	\$ 479,14	\$ 122,78	\$ 92,83	\$ 70,37	\$ 82,830.64	\$ 82,830.64
168															
169															
170															
171 SUBCONSULTANT SERVICES															
172 Geotechnical Engineering Investigations														\$ 12,333.00	
173															
174 CONTINGENCY WORK															
175 General Additional Work as Authorized by the City														\$ 5,000.00	
176 Survey Base Mapping as Authorized by the City														\$ 6,500.00	
177 Attend Public Meetings/Open House as Authorized by the City														\$ 2,000.00	
178															
179 EXPENSES															
180 Reproduction, Postage, Express Delivery														\$ 500.00	
181 Mileage at \$.55 per mile														\$ 300.00	
182															
183															
184															
185															
186															
187															
188															
189															
190															
191 TOTAL PROJECT COST														\$ 109,463.64	

12/7/16

22

CITY OF GIG HARBOR
56th Street NW and Point Fosdick Drive NW
GEOTECHNICAL ENGINEERING SERVICES
SCOPE OF WORK (v2)

Prepared by HWA GeoSciences Inc for David Evans Associates
December 5, 2011

The scope of work proposed herein was developed by HWA GeoSciences Inc. (HWA) to support David Evans Associates (DEA) and the City of Gig Harbor (City) in developing final PS&E level documents for the subject project. Our understanding of the project is based on a brief discussion with Steve Shanafelt of DEA, a cursory review of preliminary plans by DEA dated July, 2006; and a cursory review of an earlier geotechnical report along a portion of the project, by Landau Associates dated February 2004.

The project involves roadway and pedestrian improvements along approximately 3,000 feet of roadway, beginning at the intersection of 34th Ave CT NW and 56th Street NW (STA 52+80) and ending at the intersection of Point Fosdick Drive NW and Olympic Drive NW (STA 82+50). The improvements include roadway widening and new curb gutter and sidewalk pedestrian amenities. The roadway and sidewalk widening will require several modest retaining walls; preliminary plans indicate 3 cut walls (A, B, and C) and 2 fill walls (D and E). We understand that pervious concrete is proposed for the sidewalks. Storm water will be managed with buried vaults and low impact development (LID) strategies including infiltration where possible.

We understand that DEA and the City of Gig Harbor request HWA geotechnical engineering support in two areas: 1) evaluation of suitable locations for storm water infiltration and other appropriate LID strategies; and 2) design support for roadway pavement section.

The previous geotechnical engineering investigation (by Landau in 2004) focused on the southern half of the project alignment. The scope of that study did not include evaluation of storm water infiltration. We consider it necessary to undertake supplemental investigations, laboratory testing, and geotechnical evaluations along the northern half of the project, and to investigate storm water infiltration along the entire project alignment.

PROPOSED SCOPE OF WORK:

1. We will review the current project plans and then conduct a site reconnaissance to understand existing site conditions as they relate to the proposed project elements. We will focus our reconnaissance on currently proposed storm water infiltration sites and on drill rig accessibility.
2. We will plan and conduct a geotechnical investigation to supplement the earlier Landau investigation. This will consist of one day of drilled borings in the roadway.
3. We will conduct geotechnical laboratory tests on soil samples retrieved from our borings to estimate engineering properties subgrade modulus and soil permeability.

4. We will perform geotechnical engineering and hydrogeological analyses to evaluate retaining walls and LID storm water management, including feasibility of using infiltration.
5. We will prepare a draft geotechnical engineering report summarizing the results of our investigation, analyses, and our conclusions and recommendations.
6. We will meet with DEA and the City to review and discuss hot mix asphalt (HMA) roadway pavement, porous concrete pavement (for sidewalks) and hydrogeological issues related to storm water infiltration.
7. We will incorporate any review comments or design changes into our draft report and produce a sealed final geotechnical engineering report suitable for inclusion in the project documents.
8. We will manage our work and that of our drilling subcontractor. We will correspond with the DEA team as necessary to ensure our input is provided efficiently. We will prepare monthly progress reports with each monthly invoice, if requested.

COST ESTIMATE

We propose to provide our services on a time and expense basis. As indicated on the attached project cost estimate worksheet, we estimate the cost to complete this work scope to be approximately \$12,300.

SCHEDULE

We understand the PS&E documents are to be finalized in March 2012 and thus, the design schedule is tight. We will work with DEA to ensure that our input is timely, given this accelerated schedule. Accordingly, we are prepared to begin work within one (1) week of your authorization to proceed. Our draft geotechnical report can be prepared within four (4) weeks of completion of our field work. However, if needed, verbal/email recommendations will be provided before the draft report is issued. The week of December 26-30, 2011 is excluded from this schedule.

ASSUMPTIONS, CONDITIONS, AND EXCLUSIONS

- All permits required for completion of our exploration program will be obtained by others, *at no cost to HWA*.
- Any traffic control flagging personnel and signage needed to complete our geotechnical drilling program will be provided by the City *at no cost to HWA*.
- Drill cuttings generated during our explorations will be placed in steel drums and exported.

- *Our scope of work excludes PS&E geotechnical engineering support.* HWA input, review and commentary on geotechnical aspects of the plans and specifications will require a modest budget supplement.
- *Our scope of work excludes geotechnical support for retaining wall evaluation and design.* We understand the City and DEA will utilize *WSDOT Standard Plan* retaining walls, and HWA input is not requested.
- The scope of work is related solely to geotechnical engineering evaluation of site soil and ground water, with a view to foundation support and ground water elevation. Neither identification nor evaluation of contaminants that may be present in the soil or ground water at the site will be performed, nor will the evaluation of such on potential site utilization be undertaken.
- All hours and items are estimated, and may be increased or decreased within the limits of the budget at the discretion of HWA's project manager. The HWA project manager may also transfer funds allocated for direct costs to professional/technical hours or vice versa, to satisfy project requirements.
- Any piezometers installed for this project will become the property of the City of Gig Harbor. Decommissioning of the well(s) is excluded from our work scope. Well decommissioning should be included in future construction of the proposed improvements and should be performed in accordance with the WAC.

Project Cost Estimate
56th Street NW and Point Fosdick Drive NW
Street Improvements
Gig Harbor Washington



HWA Ref: P6880
Revision: v2
Revised Date: 5-Dec-11
Prepared By: EOA

Proposed Scope of work:

Please refer to the accompanying scope of work (v2) dated December 5, 2011

ESTIMATED HWA LABOR:

WORK TASK DESCRIPTION	PERSONNEL & 2011 DIRECT SALARY RATES							TOTAL HOURS	TOTAL AMOUNT
	Principal \$75.48	Hydrogeol. \$40.00	Engr VII \$53.85	Engr. III \$36.05	Geol. III \$25.72	CAD \$21.63	Admin. \$20.43		
PS&E Design Support for Walls and Storm Water Management									
Review existing plans and conduct site reconnaissance			1	4				5	\$198
Plan and conduct a 1-day supplemental field exploration (drilling)				2	10			12	\$329
Prepare field logs and assign/review laboratory testing				1	2			3	\$87
Geotechnical engineering analysis of Infiltration and pavement		1	1	4				6	\$238
Draft and final geotechnical engineering report		1	2	4		4	2	13	\$419
Participation in one (1) design coordination meeting			4					4	\$215
Input to cost estimates for geotechnical- and earthwork-related items								0	\$0
Project and contract management and correspondence			1	4				5	\$198
TOTAL DIRECT SALARY LABOR:	0	2	9	19	12	4	2	48	\$1,686

LABORATORY TEST SUMMARY:

Test	Est. No. Tests	Unit Cost	Total Cost
Natural Moisture Content	12	\$16	\$192
Grain Size Distribution	3	\$90	\$270
Grain Size Distribution with Hydrometer	6	\$210	\$1,260
Direct Shear Strength (3 points)	0	\$390	\$0
Modified Proctor (moisture-density)	0	\$190	\$0
LABORATORY TOTAL:			\$1,722

ESTIMATED DIRECT EXPENSES:

Mileage @ \$0.555/mile - Assume 3 round trips plus bridge toll	\$195
Miscellaneous expenses (parking, field supplies, etc.)	\$50
Laboratory Testing (see detail to left)	\$1,722
Drilling Subcontractor (1 day of drilling)	\$5,000
TOTAL DIRECT EXPENSES:	\$6,967

PROJECT TOTALS AND SUMMARY:

Direct Salary Subtotal	\$1,686
WSDOT Audited HWA Overhead at 188.32% of Direct Salary Subtotal	\$3,174
Fixed Fee at 30% of Direct Salary Subtotal	\$506
Direct Expenses	\$6,967
ESTIMATED PROJECT TOTAL:	\$12,333

Assumptions:

1. All hours and items are estimated, and may be increased or decreased within the limits of the budget at the discretion of HWA's project manager. The HWA project manager may also transfer funds allocated for direct costs to professional/technical hours, and vice-versa, as he determines appropriate.
2. All site access and permitting required for exploration will be acquired by the owner (City of Gig Harbor), at no additional cost to HWA.
3. Any traffic control personnel (flaggers) and signage needed to complete our field work in the roadway will be provided by the City at no cost to HWA.
4. Drill cuttings generated during our explorations will be drummed and exported.
5. The scope of work is related solely to geotechnical engineering evaluation of site soil and ground water, with a view to pavement subgrade support and storm water infiltration. Neither identification nor evaluation of contaminants that may be present in the soil or ground water is included in this scope of work.
6. Any piezometers (ground water monitoring wells) installed for this project will be the property of the City of Gig Harbor. Decommissioning of the well(s) should be included in future construction of the proposed improvements and should be performed in accordance with the WAC.



**Subject: Agreement for Crescent Creek
Playground Design Services**

Proposed Council Action:

Approve and authorize the Mayor to execute the grant and license agreement for playground design services at Crescent Creek Park substantially in the form attached

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: December 12, 2011

Exhibits: Agreement

Initial & Date

Concurred by Mayor:

CLH 12/7/11

Approved by City Administrator:

RJK 12/7/11

Approved as to form by City Atty:

VIA EMAIL

Approved by Finance Director:

CP 12/7/11

Approved by Department Head: _____

Expenditure Required	\$0	Amount Budgeted	\$100,000 in 2012	Appropriation Required	\$0
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INFORMATION / BACKGROUND

Earlier this year, a group of local volunteers entered the "Together We Play" contest to win funding to replace the playground structure at Crescent Creek Park (aka, City Park). As a result and as one of the contest awards, a non-profit playground organization called Shane's Inspiration announced they would provide up to \$50,000 in playground design services at no cost to the community. The attached agreement enables the City to access these design services.

FISCAL CONSIDERATION

The services in the agreement are provided at no cost to City. However, at a later date, the City may need to hire an engineering firm and/or landscape architect to review the design provided by Shane's Inspiration.

The total cost of the new playground is anticipated to be \$250,000. The City has budgeted \$100,000 toward the cost of purchasing and installing the playground. The remaining \$150,000 is expected to come from donations or contributions from other local governments.

BOARD OR COMMITTEE RECOMMENDATION

The Parks Commission has been included in this process.

RECOMMENDATION / MOTION

Move to: Approve and authorize the Mayor to execute the grant and license agreement for playground design services at Crescent Creek Park substantially in the form attached



The mission of Shane's Inspiration is to create inclusive playgrounds and programs that unite children of all abilities.

Grant and License Agreement

This Grant and License Agreement ("Agreement") is entered into this _____ day of _____, 2011 by and between the City of Gig Harbor (Grantee) in charge of developing a Universally Accessible Playground Project under the laws of the State of Washington, and Shane's Inspiration, a California non-profit public charity, (Grantor), for Grantor's services in the development of a Universally Accessible Playground (UAP) in the City of Gig Harbor (Owner).

RECITALS

WHEREAS, Grantee is seeking the trademarked and registered Shane's Universally Accessible Playground (UAP) design and project services detailed in **EXHIBIT "A"**, attached hereto and incorporated as if fully set forth herein, with the goal of building one (1) Shane's Inspiration UAP in Grantee's Crescent Creek Park Park, and implementing UAP inspired programs once said project is complete thereby maintaining the vision of "Grantor's" "**Fostering a bias-free world for children with disabilities**"; and

WHEREAS, Grantee is seeking a license to use the trademarks, trade names, logos and other intellectual property of "Grantor" in the use and operation of the Shane's Inspiration UAP; and

WHEREAS, Grantor and/or Owner is willing to provide a Shane's Inspiration UAP design and related project services to Grantee for a UAP to be built at Crescent Creek Park, located at 3303 Vernhardson Street in Gig Harbor, Washington, as well as the license to use the trademarks, trade names, logos and other intellectual property (collectively, the "IP") of Grantor in the use and operation of the Shane's Inspiration UAP during the Term (as defined below) of this Agreement.

NOW, THEREFORE, Grantee and Grantor, agree as follows:

- I. The Grantor will deliver to Grantee, a Shane's Inspiration UAP design and project services with the following terms {GRANT TERMS}:
 - A. The Shane Inspiration UAP shall be built at the following address: Crescent Creek Park; 3303 Vernhardson Street; Gig Harbor, Washington, subject to appropriation and receipt of necessary funding. No other Shane Inspiration UAP may be built unless approved in writing by Grantor pursuant to a separate agreement.
 - B. The term of this Agreement shall be two (2) years (the "Term").
 - C. The non-exclusive grant of the Shane's Inspiration UAP design and license for the right to use the IP shall be solely during the Term or until termination of the Agreement, whichever occurs earlier. Such grant shall survive the termination of the Agreement, however, for the following limited activities only: Grantee may use the UAP design and IP for purposes of using, operating, maintaining, repairing, replacing and completion of the UAP development which activities otherwise exceed the term of this Agreement. Except for the foregoing described limited activities, immediately upon expiration of the Term, or earlier termination of the Agreement, the grant of the Shane's Inspiration UAP design, project services and license for the right to use the IP shall revert back to Grantor and Grantee shall have no further right to the grant or license of use provided hereunder.
2. Grantor will be recognized by name with publication of the logo and all other IP legends of Grantor in all of Grantee's printed materials, press releases, publications, announcements, website or any public acknowledgement of said project. Grantee agrees that the foregoing shall be done in English language pursuant to the laws of the United States of America. The logo and IP legends that are required to be published are set forth in **EXHIBIT "B"** to this Agreement, incorporated herein by reference. Grantee further acknowledges that the provisions of this paragraph are a material part of this Agreement and breach or failure by Grantee to abide hereunder shall provide Grantor with the right to immediately terminate this Agreement. Grantor may describe its support of the Project, Programs, and Grantee in their own printed materials, press releases, publications and announcements. Except for other charitable financial contributors to the UAP Project, Grantee may not recognize any other entity with regards to or relationship with Grantor or Grantor's UAP project without prior written consent.
3. The responsibility of Grantor is strictly limited to the scope of services detailed in **EXHIBIT "A"**, that it has agreed to provide in this Agreement. Grantor shall not be responsible for the acts or omissions of Grantee and/or Owner or Grantee's and/or Owner's other consultants or any contractors,

material or equipment suppliers or any agents or employees or any other person performing any services or work in connection with the Project. Grantor is not a joint venture partner with Grantee in connection with the Project.

Grantor shall have no responsibility for operation or maintenance of the playground equipment or surfacing or adjacent areas. Operations and maintenance will be the responsibility of the Grantee.

4. At no expense to Grantor, Grantee and/or Owner shall provide Grantor and/or Owner with all available information regarding the requirements for the Project, including but not limited to all plans and reports available to Grantee and/or Owner. Grantor shall be entitled to rely upon the accuracy and completeness thereof. If Grantee and/or Owner become aware of any fault or defect with respect to anything associated with the plans for the Project, Grantee and/or Owner shall give prompt written notice thereof to Grantor.

Grantee and/or Owner shall ensure that Grantee's and/or Owner's other consultants and contractors examine all documents submitted by Grantor and render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of Grantor's services.

5. Grantee and/or Owner agrees that Grantor shall have exclusive design control over the community driven design of the UAP footprint and shall base its design on the general direction given by the grantee/owner. Grantee/Owner shall select play equipment manufacturer (s) in accordance with state and local laws. Grantor agrees that all design elements shall adhere to city/state/federal safety and regulatory guidelines and agrees that the UAP design decision-making process shall include the input, participation and guidance of the Grantee and the City Administrator. Grantee and/or Owner shall enter into all contracts for the purchase, manufacture, and modification of the equipment and surfacing material, as well as all contracts for the installation of the playground equipment and surfacing with appropriately licensed and qualified contractors and vendors.
6. Grantee and/or Owner acknowledges and agrees that Grantor is not providing services for which a Landscape Architecture license is required. Therefore, Grantee and/or Owner will retain the services of an Engineering Consultant, or a licensed Landscape Architect if required by the state of Washington in connection with the Project.

Grantee and/or Owner represents that it will ensure that any agreement entered into by Grantee and/or Owner for the manufacture of the play equipment will include a provision requiring that the manufacturer inspect the equipment and installation of equipment and certify in writing that the

equipment has been installed properly, safely, and in accordance with the recommendations of the manufacturer and that the equipment installation are safe for their intended users. Further, Grantee will ensure that the agreement with the play equipment Manufacturer or Owner (“Manufacturing Agreement”) states that Grantor will be provided with an originally executed certification to this effect within 7 business days of inspection by the manufacturer.

7. Prior to commencement of work in connection with the Project, Grantor will obtain and keep in force for the duration of performance, General Liability Insurance, including Professional Errors and Omissions Coverage in the amount of one million dollars and name Grantee and Owner, their officers and employees as additionally insured with respect to all operations and work performed by Grantor for said Project.

Grantee/Owner will maintain general liability insurance in the amount of one million dollars in connection with the project and provide a certificate of insurance to Grantor upon request. Grantee/Owner will require that any contractors, play equipment manufacturers, or consultants working on this project will provide the Grantee/Owner with proof of General Liability Insurance (and additionally, in the case of a Landscape Architect, Errors and Omissions insurance) in the amount of one million dollars in connection with the Project.

8. Notwithstanding the license of IP hereunder, the use of the trademarked name “Shane’s Inspiration” and Shane’s Inspiration logo, used in any form, for any and all fundraising, marketing, and programming efforts for said project must first be approved in writing by either the Grantor’s Governing Board and/or Chief Executive Officer of Grantor in their sole and absolute discretion.
9. The Shane’s Inspiration UAP design or project services materials may not be altered, changed, manipulated or replicated without the prior written consent of Grantor.
10. The UAP will be identified as a Shane’s Inspiration project. The Grantee and/or Owner agrees and will ensure that, once the project is completed, Grantee and/or Owner will permit Grantor to add mutually acceptable signage, and in compliance with the local sign code, reflecting that the playground has been designed by Shane’s Inspiration. In addition, at the expense of Grantor with Grantee and/or Owner approval, Grantor is allowed to incorporate signage to acknowledge corporate, foundation and/or entities that have contributed to the Together We Play contest project.

11. If the Shane's Inspiration UAP is not built and substantially completed within 2 years from the date of this Agreement, Grantee must reapply for use of the awarded Shane's Inspiration UAP design. Expiration is determined by the date this Agreement was entered upon.
12. Grantee shall submit to Grantor full and complete annual reports on the progress of the Shane's Inspiration UAP project by no later than December 31st of each applicable year during which this Agreement is in effect. The report should include a narrative account of what has been accomplished.
13. Shane's Inspiration UAP design, the IP, and all rights therein, are the exclusive property of Grantor. The rights granted hereunder are intended solely for limited purpose as expressly set forth in the Agreement. Any other use of Shane's Inspiration UAP design, the IP, and all rights therein without the express written consent of Grantor will be deemed a material breach of this Agreement.
14. In the event Grantee is not deemed a tax exempt organization, it shall be solely responsible for the payment of all of its taxes (income, sales, VAT or otherwise) (collectively, "Taxes"), whether federal, state or local in the United States of America. Moreover, Grantee warrants and represents that Grantor shall have no duty or responsibility whatsoever for the payment of any taxes.
15. This Agreement will not in any way create the relationship of principal and agent, joint venture or partnership between Grantor and Grantee. Neither party shall be liable for the debts or obligations of the other unless expressly assumed in writing.
16. Grantee and/or Owner shall indemnify, defend and hold Grantor and its officers, directors, employees and agents harmless from and against any and all liability to third party for or from loss, damage or injury to persons or property in any manner arising out of or incident to the performance of this Agreement, the payment of Taxes, the planning, acquiring, constructing equipping or use of the Shane's Inspiration UAP design, project services or the planning, arranging, implementing, sponsoring or conducting of an activity in relationship to this project by Grantee, except to the extent of Grantor's negligence, errors, or omissions. **IN NO CASE SHALL GRANTOR BE LIABLE TO GRANTEE OR ANY THIRD PARTY FOR CONSEQUENTIAL OR ANY OTHER TYPE OF DAMAGES. THIS INCLUDES, BUT SHALL NOT BE LIMITED TO USERS, OPERATORS AND ANY OTHER THIRD PARTIES COMING IN CONTACT WITH THE SHANE'S INSPIRATION DESIGN OR PROJECT.** Grantor shall have no liability for any debts, liabilities, deficits or cost over runs of Grantee and/or Owner. It is expressly understood by the parties that no director, member, officer, employee or other representative of Grantor shall incur any personal

financial responsibility or liability of any kind or nature whatsoever in connection with this Agreement or any subsequent agreement between the parties regarding the subject matter hereof. The parties agree that the liability of Grantor hereunder shall be limited to the delivery of the Shane's Inspiration UAP design and project services pursuant to the terms and conditions of this Agreement and that Grantor shall have no other duty or obligation to Grantee or any other person or entity. The terms of this paragraph shall survive the Term or termination of this Agreement. In the event any portion of this paragraph is adjudicated to be unenforceable, said portion shall be severed, and the remaining portions of this paragraph shall be enforceable.

17. Grantee hereby represents to Grantor as follows: (a) Grantee is duly organized and in good standing pursuant to the laws of Washington; (b) the person executing this Agreement is duly authorized to execute this Agreement on behalf of Grantee. The execution and delivery of this Agreement has been duly authorized by all requisite corporate actions and consents on the part of Grantee; (c) Grantee's execution, delivery and performance of this Agreement and the consummation of the transactions contemplated do not conflict with any agreement, instrument or understanding, oral or written, to which Grantee may be bound, nor violate any law or regulation of any court, governmental body, or quasi-governmental authority or any department, agency, subdivision, court or other tribunal or administrative or other agency having jurisdiction over it; (d) Grantee has not entered into any contract, agreement, partnership, joint venture or other arrangement, whether written or oral, with any third party that is inconsistent with the terms of this Agreement.

18. Grantee hereby covenants that, except as otherwise consented to by Grantor in writing and in advance, from the date of this Agreement through expiration of the Term or early termination of this Agreement, (a) Grantee shall perform and continue to perform all of the obligations provided or arising under this Agreement; (b) shall not waive any material right or obligation arising under this Agreement; (c) shall not enter into any agreement or covenant pertaining to the grant or license provided hereunder without advance written approval provided in the sole discretion of Grantor; (d) pay when due all applicable Taxes, duties, fees or assessments pertaining to the grant or license provided hereunder.

19. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision thereof.

IN WITNESS WHEREOF, the undersigned have executed this Grant Agreement on the date first written above.

Shane's Inspiration
Grantor

City of Gig Harbor
Grantee

By: Tiffany Harris
Its: Founder and CEO

By: Charles L. Hunter
Its: Mayor

Date: _____

Date: _____

ATTEST:

Molly Towslee, City Clerk

EXHIBIT "A"

List of Services

- Project development guidance from project conception through completion
- Project promotion through existing Shane's Inspiration PR opportunities as well as website, and newsletter promotion
- Facilitation of a Community Options and Priorities Session with local community
- Fundraising templates and guidance
- Facilitation of informational salon held with local community
- Grant template and proposal reviews
- Guidance on Corporate Sponsorship packet based on conceptual design
- Special event guidance and templates
- Site plan review
- Space planning for major activity areas
- Conceptual Design Layout
- Final Play Equipment Design to include specialty items and sensory elements provided by a Shane's Inspiration Certified Universally Accessible Playground Designer
- Guidance in reference to the selection of Landscape Architects, General Contractors, and Surfacing Contractors as it pertains to universally accessible aspects of project, guidance in coordinating project development with developer
- Coordinate with the manufacturers of all play equipment elements to bring to fruition
- Coordinate with Landscape Architect in charge of area outside design scope of Shane's Inspiration
- Grand opening coordination guidance in reference to press, transportation, invitation design, attendance of local dignitaries
- Guidance on implementing sustaining programs at Universally Accessible Playground once completed
 - Education
 - Community Outreach
 - Transportation

EXHIBIT "B"

Shane's Inspiration logo





Subject: Agreement for Phone System and Broadband services

Proposed Council Action:

Authorize the Mayor to execute a contract to purchase a new phone system and broadband services substantially in the form attached.

Dept. Origin: Finance / Information Services

Prepared by: Kay J. Johnson

For Agenda of: December 12, 2011

Exhibits: Two Centurylink Agreements

Concurred by Mayor:

Initial & Date
CLH 12/8/11

Approved by City Administrator:

RAK

Approved as to form by City Atty:

per e-mail

Approved by Finance Director:

[Signature] 12/8/11

Approved by Department Head:

[Signature] 12/8/11

Expenditure	Amount	Appropriation
Required \$40,786.68 (incl. tax)	Budgeted (see fiscal note)	Required \$0

INFORMATION / BACKGROUND

The city planned to replace the phone system and broadband services in 2012. Unfortunately the phone system failed on 11/29/2011 and there are no parts to fix it. Consequently, this has necessitated an emergency replacement agreement with Centurylink prior to 2012.

FISCAL CONSIDERATION

The city budgeted (\$40,000) for a new phone system in the 2012 budget year. We were planning to replace the obsolete system and increase broadband services. The city faces an immediate need to implement the new system and services prior to the 2012 budget year.

The Centurylink equipment pricing documentation states a total price of \$38,101.20 without tax. Including tax, the total price will be \$40,786.68.

Centurylink is on the state contract; therefore this purchase satisfies bidding requirements.

This will be covered through budget savings realized during the year.

BOARD OR COMMITTEE RECOMMENDATION

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to execute two Centurylink Product and Services Agreements.

Contract No. 110900425470

Products and Services Agreement

This Products and Services Agreement ("Agreement") between CENTURYLINK SALES SOLUTIONS, INC., as contracting agent on behalf of the applicable affiliated entities providing the Products and Services ("CenturyLink") and City Of Gig Harbor ("Customer") sets forth the terms and conditions for CenturyLink's provision of those Products and Services to Customer.

1. **PRODUCTS.** CenturyLink will sell to Customer the Products listed on the Products List, attached and incorporated by this reference. This Agreement begins on the date all parties have signed below ("Effective Date").
2. **PURCHASE ORDERS.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.
3. **UNIFORM RESOURCE LOCATORS (URLS).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.
4. **ENTITY.** For an interim period until all work is completed to update systems and platforms related to the combination of EMBARQ and CenturyTel, and the acquisition of Qwest, the names EMBARQ and CenturyTel may be used in association with the products and services provided by CenturyLink in this Agreement and Qwest products and services will be sold under a separate agreement.

DECLINE: Customer and CenturyLink acknowledge that CenturyLink offered Customer CenturyLink™ CenturionSM Maintenance Service to support the Products and Customer declined.

CUSTOMER INITIALS _____ CENTURYLINK INITIALS _____

AGREED:

CENTURYLINK SALES SOLUTIONS, INC.

City Of Gig Harbor

By: _____
Printed: _____
Title: _____
Date: _____

By: _____
Printed: _____
Title: _____
Date: _____

Address for Notices: Sales Administration
665 Lexington Avenue
Mailstop: OHMANB0107
Mansfield, OH 44907

Customer Address: 3510 GRANDVIEW ST
GIG HARBOR, WA 98335-1214

And if related to a dispute to:
CenturyLink – Attn: Sr. Assistant
General Counsel, Commercial Law
5454 W. 110th Street
Overland Park, KS 66211

Address for Notices (if different from above):

Sales Rep: Jennifer Howard
Sales Rep Phone: (253) 851-1345



CenturyLink

Customer Legal Name: -
Customer Billing Name: City Of Gig Harbor
3510 GRANDVIEW ST
-
GIG HARBOR, WA 98335-1214
Quote Number: 11-040787

Valid Until February 6, 2012

Description of Work to be Performed: City of Gig Harbor ShoreTel Qote:
Proposed system is a ShoreTel Unified Communications System. The system includes IP Phones, Voicemail, POE switches and Desktop integration.
Pricing includes Installation, Data gathering, User Training, Admin Training and 1 Year ShoreTel Partner Support.
Please see attached Scope of Work

Equipment pricing shown is based upon direct sale.

Description	Quantity	Unit Price	Extended Price
ShoreGear Voice Switches	-	-	-
ShoreGear 50	3	980.64	2,941.92
ShoreGear T1k	1	1,717.98	1,717.98
ShorePhone Telephones	-	-	-
ShorePhone IP 115 - Silver	15	78.16	1,172.40
ShorePhone IP230 - Silver	73	127.31	9,293.63
ShorePhone IP 265 - Silver	2	181.38	362.76
ShoreWare Application Server	-	-	-
ShoreTel 12 Software (Controlled Release)	1	-	-
Extension & Mailbox License	90	98.14	8,832.60
Mailbox-only License	5	44.16	220.80
ShoreWare Client Software	-	-	-
Professional Access License	3	39.26	117.78
Personal Access License	90	-	-
Operator Access License	2	291.96	583.92
Small Business Edition	-	-	-
Sm. Business Edition Server	1	901.19	901.19
ShoreCare Partner Support	-	-	-
Partner 1 Year - No Phones	3,376	0.38	1,282.88
Other Equipment	-	-	-
ShoreGear Rack Mount Tray Gen4	2	57.08	114.16
-	-	-	-
-	-	-	-
NETVANTA 1238POE 48PORT L2 POE SWITCH 17	3	1,223.42	3,670.26
Patch Cord CAT5E with Snagless Boots	20	1.69	33.80
CABLE CONNECTORIZED 25PR F/X CAT3 NON-PL	4	41.11	164.44
-	-	-	-
-	-	-	-
-	-	-	-

SUBTOTAL: Gross Material Price	\$	31,410.52
SUBTOTAL: Gross Discount	\$	-
Net Material Price	\$	31,410.52
Labor (Includes Project Management if not shown separately below)	\$	6,131.16
Project Management	\$	-
Shipping	\$	559.52
TOTAL PRICE	\$	38,101.20

All Products listed on this Quote are governed by the Standard Terms and Conditions for Communications Services and the Equipment Sales Product Annex, both posted to http://about.centurylink.com/legal/rates_conditions.html

Contract No. 110900425470

PRODUCTS LIST

1. **PRODUCTS.** CenturyLink will provide to Customer those Products identified in the CenturyLink Price Quotes, attached and incorporated by this reference (each, a "Price Quote"). The name of the local operating company providing Products to Customer is listed in each Price Quote. CenturyLink sells Products under the Standard Terms and Conditions for Communications Services and the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of specific Products and Services, all as posted at http://about.centurylink.com/legal/rates_conditions.html.

CenturyLink Price Quote Number(s): 11-040787

2. **PRICING.**

- 2.1 **Per Unit Price.** CenturyLink will charge Customer the per unit price listed for each Product described in each Price Quote.
- 2.2 **Non-Recurring Charges ("NRCs") or Non-recurring Rates ("NRRs").** CenturyLink will charge Customer the NRCs or NRRs listed on each Price Quote, including charges related to CenturyLink labor and shipping of the Products to Customer. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably.
- 2.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes or surcharges that CenturyLink may bill Customer related to the Products.
- 2.4 **Additional Payment Requirements.** CenturyLink reserves the right to require Customer's payment of the amounts listed above as described below:

Down Payment Due	0.00%
Amount Due Upon Delivery of Products	0.00%
Amount Due Upon Customer Acceptance of Products	100.00%

Contract No. 110900424146

Products and Services Agreement

This Products and Services Agreement ("Agreement") between CENTURYLINK SALES SOLUTIONS, INC., as contracting agent on behalf of the applicable affiliated entities providing the Products and Services ("CenturyLink") and City Of Gig Harbor ("Customer") sets forth the terms and conditions for CenturyLink's provision of those Products and Services to Customer.

1. **SERVICES.** CenturyLink will sell to Customer the Services listed on the Services List, attached and incorporated by this reference. This Agreement is effective on the date all parties have signed below ("Effective Date") and continues for the longest Order Term listed on the Services List.
2. **PURCHASE ORDERS.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.
3. **UNIFORM RESOURCE LOCATORS (URLS).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.
4. **ENTITY.** For an interim period until all work is completed to update systems and platforms related to the combination of EMBARQ and CenturyTel, and the acquisition of Qwest, the names EMBARQ and CenturyTel may be used in association with the products and services provided by CenturyLink in this Agreement and Qwest products and services will be sold under a separate agreement.

AGREED:

CENTURYLINK SALES SOLUTIONS, INC.

City Of Gig Harbor

By: _____
Printed: _____
Title: _____
Date: _____

By: _____
Printed: _____
Title: _____
Date: _____

Address for Notices: Sales Administration
665 Lexington Avenue
Mailstop: OHMANB0107
Mansfield, OH 44907

Customer Address: 3510 GRANDVIEW ST
GIG HARBOR, WA 98335-1214

And if related to a dispute to:
CenturyLink – Attn: Sr. Assistant
General Counsel, Commercial Law
5454 W. 110th Street
Overland Park, KS 66211

**Address
for Notices
(if different
from
above):**

Sales Rep: Jennifer Howard
Sales Rep Phone: (253) 851-1345

Contract No. 1109004241-6

SERVICES LIST

1. **SERVICES.** CenturyLink will provide to Customer those Services identified in the CenturyLink Price Quotes, attached and incorporated by this reference (each, a "Price Quote"). The name of the local operating company providing Services to Customer is listed on each Price Quote. Services are purchased on either a month-to-month basis or for a specific term for the particular Service ordered (each, an "Order Term"), as listed in each Price Quote. Each Order Term begins on the first day of the first billing month after CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service on a month-to-month basis at its then-current list pricing and then-current terms and conditions, unless the parties otherwise agree in writing. CenturyLink will make the Services available only after its compliance with any state-specific regulatory filing requirements.

CenturyLink Price Quote Number(s): 11-039412 11-064759 11-064752

2. **PRICING.**
 - 2.1 **Monthly Recurring Charges ("MRC") or Monthly Recurring Rates ("MRRs").** CenturyLink will charge Customer the MRCs or MRRs for the Services described in each Price Quote. For purposes of this Agreement, MRCs and MRRs have the same meaning and may be used interchangeably.
 - 2.2 **Non-recurring Charges ("NRC") or Non-recurring Rates ("NRRs").** CenturyLink will charge Customer NRCs or NRRs related to the Services described in each Price Quote. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably.
 - 2.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.
 - 2.4 **Additional Payment Requirements.** If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.
3. **TERMS AND CONDITIONS.** CenturyLink provides Services under the applicable terms and conditions listed and incorporated by reference on each Price Quote. Except for Services provided under Tariffs, in the event of any inconsistencies or conflicts between this Agreement and the applicable terms and conditions, this Agreement will take precedence.
4. **TERMINATION.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of a Service prior to the end of the applicable Order Term, termination liability will apply as calculated and set forth in the applicable terms and conditions listed and incorporated by reference on each Price Quote. If no termination liability is specified for Services in these terms and conditions, Customer will be liable for 50% of the monthly payments that would otherwise remain in the applicable Order Term.
5. **RELATED PRODUCT PURCHASES.** Customer may purchase Products related to the Services at the CenturyLink then-current list pricing and subject to the then-current Standard Terms and Conditions for Communications Services, the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of Products, all as posted to http://about.centurylink.com/legal/rates_conditions.html.

City Of Gig Harbor
 Proposal For CenturyLink ISDN-PRI
 Proposal Date: 12/1/2011
 Expire Quote Date: 2/3/2012
 Customer Copy - Quote #: 11-039412

**Customer Contact Information:**

Company Name: CITY OF GIG HARBOR
 Billing Address: 3510 GRANDVIEW ST
 Billing City, State, Zip: GIG HARBOR WA 98335-1214
 BAN ID: 300475192
 Customer Contact Name: Kay Johnson
 Customer Contact Phone: 253-853-7623
 Customer Contact E-mail:

Customer Service Location:

Primary Location Name: CITY OF GIG HARBOR
 Address: 3510 GRANDVIEW ST
 Site City, State, Zip: GIG HARBOR WA 98335-1214
 NPA-NXX: 253-851
 On-Site Contact Name: kay Johnson
 Work TN: 253-853-7623

Telco Central Office Information:

Telco: CENTURYTEL OF WASHINGTON, INC. DBA CENTURYLINK
 Serving Central Office CLLI: GGHRWAXADSO
 Serving Central Office Address: GIG HARBOR
 Serving Central Office City, State, Zip: GIG HARBOR WA 98335

CenturyLink Contact Information:

Sales Person: JENNIFER HOWARD [10670]
 Email: Jennifer.Howard@CenturyLink.com
 Sales Contact Number: 866-820-6522
 Dealer Code: 10670

Teaming Sales Person: Lavonne Crawford []
 Email: LaVonne.Crawford@CenturyLink.com
 Teaming Sales Contact Number: 253-853-1824

Engineer: N/A
 Email: N/A
 Engineer Contact Number: N/A

Service Description:

Type of Service: CenturyLink ISDN-PRI (Qty: 1)
 Term Agreement: 60 month

Charge Detail:

Qty	Price Plan	Feature Code	Feature Code Description	MRR	NRR
1	PP5Z4P01	0018	Service Order Charge		\$45.50
1	PP5Z4P01	0238	Premises Visit Charge	\$0.00	
1	PP5Z4P01	PRI5Y	ISDN PRI	\$316.50	
1	PP5Z4P01	0266	PRI Install Charge		\$0.00
1	PP5Z4P01	340K	ISDN Port	\$23.51	
23	PP5Z4P01	Y100NO	Channels - Per Channel	\$0.00	

City Of Gig Harbor
 Proposal For CenturyLink ISDN-PRI
 Proposal Date: 12/1/2011
 Expire Quote Date: 2/3/2012
 Customer Copy - Quote #: 11-039412



1	PP5Z4P01	Y124	Caller ID - Name Option	\$0.00	
1	PP5Z4P01	9779P	Circular Hunt	\$25.00	
1	PP5Z4P01	Y106	National ISDN-2 Protocol	\$0.00	
5	PP5Z4P01	1204V	DID Numbers - Block of 20 (N/C)	\$0.00	
5	PP1204V	1204V	DID Numbers - Block of 20	\$20.00	
TOTAL				\$385.01	\$45.50

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:

Entity: CENTURYTEL OF WASHINGTON, INC. DBA CENTURYLINK
 Service: CenturyLink ISDN-PRI

- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes, or moves site locations. Rates, charges, and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

City Of Gig Harbor
 Proposal For Dedicated Internet Access
 Proposal Date: 12/1/2011
 Expire Quote Date: 2/3/2012
 Customer Copy - Quote #: 11-064759



Customer Contact Information:

Company Name: CITY OF GIG HARBOR
 Billing Address: 3510 GRANDVIEW ST
 Billing City, State, Zip: GIG HARBOR WA 98335-1214
 BAN ID: 300475192
 Customer Contact Name: Kay Johnson
 Customer Contact Phone: 253-853-7623
 Customer Contact E-mail:

Customer Service Location:

Primary Location Name: CITY OF GIG HARBOR
 Address: 3510 GRANDVIEW ST
 Site City, State, Zip: GIG HARBOR WA 98335-1214
 NPA-NXX: 253-853
 On-Site Contact Name: kay Johnson
 Work TN: 253-113-1135

Telco Central Office Information:

Telco: CENTURYTEL OF WASHINGTON, INC. DBA CENTURYLINK
 Serving Central Office CLLI: GGHRWAXA
 Serving Central Office Address: GIG HARBOR
 Serving Central Office City, State, Zip: GIG HARBOR WA 98335
 TCompany / Submarket: T141 / WA032

CenturyLink Contact Information:

Sales Person: JENNIFER HOWARD [10670]
 Email: Jennifer.Howard@CenturyLink.com
 Sales Contact Number: 866-820-6522
 Dealer Code: 10670

Engineer: N/A
 Email: N/A
 Engineer Contact Number: N/A

Service Description:

Type of Service: Dedicated Internet Access
 Term Agreement: 60 month

Term Options:

Site	Qty	Price Plan	Feature Code	Item	MRR	OTC	NRR
A	1			100M DIA Port	\$1,600.00		
TOTAL					\$1,600.00	\$0.00	\$0.00

Optional Features:

Site	Qty	Price Plan	Feature Code	Item	MRR	OTC	NRR
TOTAL					\$0.00	\$0.00	\$0.00

City Of Gig Harbor
Proposal For Dedicated Internet Access
Proposal Date: 12/1/2011
Expire Quote Date: 2/3/2012
Customer Copy - Quote #: 11-064759



Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:

Entity: CENTURYTEL OF WASHINGTON, INC. DBA CENTURYLINK
Service: Dedicated Internet Access

- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes, or moves site locations. Rates, charges, and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.



CenturyLink™

City Of Gig Harbor
 Proposal For CenturyTel Metro Ethernet
 Proposal Date: 12/1/2011
 Expire Quote Date: 1/31/2012
 Customer Copy - Quote #: 11-064752

Customer Contact Information:

Company Name: CITY OF GIG HARBOR
 Billing Address: 3510 GRANDVIEW ST
 Billing City, State, Zip: GIG HARBOR WA 98335-1214
 BAN ID: 300475192
 Customer Contact Name: Kay Johnson
 Customer Contact Phone: 253-853-7623
 Customer Contact E-mail:

Customer Service Location:

Primary Location Name: CITY OF GIG HARBOR
 Address: 3510 GRANDVIEW ST
 Site City, State, Zip: GIG HARBOR WA 98335-1214
 NPA-NXX: 253-853
 On-Site Contact Name: kay Johnson
 Work TN: 253-113-1135

Telco Central Office Information:

Telco: CENTURYTEL OF WASHINGTON, INC. DBA CENTURYLINK
 Serving Central Office CLLI: GGHRWAXA
 Serving Central Office Address: GIG HARBOR
 Serving Central Office City, State, Zip: GIG HARBOR WA 98335
 TCompany / Submarket: T141 / WA032

CenturyLink Contact Information:

Sales Person: JENNIFER HOWARD [10670]
 Email: Jennifer.Howard@CenturyLink.com
 Sales Contact Number: 866-820-6522
 Dealer Code: 10670

Engineer: Evan Burk
 Email: Evan.Burk@CenturyLink.Com
 Engineer Contact Number: 253-851-1320

Service Description:

Type of Service: CenturyTel Metro Ethernet
 Term Agreement: 60 month

Term Options:

Site	Qty	Price Plan	Feature Code	Item	MRR	OTC	NRR
A	1	PPECTL5ZB	E175	1000M (Zone 1-B)	\$800.00		
TOTAL					\$800.00	\$0.00	\$0.00

Optional Features:

Site	Qty	Price Plan	Feature Code	Item	MRR	OTC	NRR
TOTAL					\$0.00	\$0.00	\$0.00

City Of Gig Harbor
Proposal For CenturyTel Metro Ethernet
Proposal Date: 12/1/2011
Expire Quote Date: 1/31/2012
Customer Copy - Quote #: 11-064752



Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:

Entity: CENTURYTEL OF WASHINGTON, INC. DBA CENTURYLINK
Service: CenturyTel Metro Ethernet

- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes, or moves site locations. Rates, charges, and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

Customer Responsibilities – Ethernet Services described in this Price Quote

If the following responsibilities are not completed before installation of the Ethernet services described in this Price Quote (“Ethernet Services”), CenturyLink reserves the right, at its sole discretion, to reschedule installation, charge Customer for additional work and any necessary materials or Products on a Time and Material basis, or terminate the Agreement (to which this Price Quote is incorporated) with respect to Ethernet Services and any associated services utilizing Ethernet Services.

1. Customer must provide adequate conduit from the right-of-way into the building and confirm access facilities to the building are available for fiber provisioning. It is also Customer’s responsibility to locate private utilities on the premises if construction is required. Conduit specifications are as follows: One 2-inch Schedule 40 PVC conduit from 2 feet below grade at the building exterior to a pull box on the building exterior. Pull box must have a minimum dimension of 12-inch x 12-inch x 6-inch deep. Place one 2-inch conduit sleeve through wall from pull box to inside of the equipment room. Conduit must be equipped with 200 lb rated pull tension or greater. Equip conduit with no more than 2 quarter bends (a total of 180 degrees) between cable pulling points. Seal the conduit after installation to protect from damage such as water.

Conduit is not required when Ethernet Service is provisioned over copper or circuit bonding technology, 50 Mbps or less. Ethernet Services delivered via copper/circuit bonding technology will terminate at the CenturyLink demarcation point on a Customer-provided wall-mounted 66 block and cross-connected to a copper loop bonding unit.

2. Customer must provide one 20 x 44 x ¾ inch plywood backboard in an equipment demarcation room with clearance of 36 inches in front of backboard. If the fiber demarcation point is within 25 feet of the equipment rack, a wall board will not be required. All hardware and terminations will be installed in the Customer-provided rack.

If Customer is in a multi-tenant building and the shared building terminal at Customer’s location does not have adequate space for CenturyLink fiber termination, Customer or building owner must provide a 24” x 24” x 9” cabinet with ¾” plywood. This cabinet must be associated next to the original building terminal to support association of shared demarcation facilities.

3. Customer must ensure the demarcation point is in an accessible and environmentally controlled location. All CenturyLink Ethernet Services-enabling Equipment requires a clean, dust-free environment that is environmentally controlled to temperatures of 55-80 degrees Fahrenheit and humidity of 70% or less. If Customer is in a multi-tenant building, Customer must ensure that the CenturyLink demarcation point, is accessible to CenturyLink technicians. Customer may need to coordinate access with the building manager to ensure that access is available on the day of installation. Customer must ensure that this location remains dry and free of dampness, and the room temperature remains within the tolerance of sensitive electronic hardware.
4. Customer must ensure 4 consecutive rack units of space in a 19” data rack are available for Ethernet Services. Customer must provide space in a 19” wide data rack for the required hardware. The rack must be either wall or floor mounted. CenturyLink will not install the hardware on a shelf or the floor.
5. Customer must provide a dedicated power outlet and common ground. CenturyLink termination electronics are powered by Customer-provided 120 VAC (20 Amp) circuit. CenturyLink requires the outlet to be a duplex, dedicated and grounded electrical outlet within 6 feet of the equipment location. Common ground must be 25 ohm or less. If Customer does not have an uninterruptible power supply (UPS) on the AC, Ethernet Services will be lost in the event of an AC power failure. If UPS is required, Customer will provide. CenturyLink will provide for an additional charge upon request.
6. Customer must complete inside wiring before the arrival of the CenturyLink installation technicians. Customer must extend the wiring from the demarcation point to the location where the Ethernet Services will be used.

CenturyLink only will extend the demarcation point on a Time and Material basis for an additional charge. Customer must contact its CenturyLink Account Executive to schedule the work. CenturyLink uses the following guidelines when extending the demarcation point: (1) If services are delivered via copper (50 Mbps or less), the demarcation may be extended a maximum of 300 feet 24 gauge copper, or (2) If services are delivered via fiber, CenturyLink technicians will terminate fiber into a Customer-provided rack a maximum of 25 feet from demarcation.

7. Customer must confirm Ethernet Service hand-off requirements. CenturyLink will provide a standard RJ-45 copper Ethernet connection for 10/100 service and a single mode fiber connection on a 1 Gigabit circuit as the demarcation point for the Ethernet Services. If a different customer hand-off is required, such as a multimode fiber connection, Customer must state the requirement on the site survey per site network page.
8. Customer must confirm that its Local Area Network ("LAN") has an appropriate Ethernet Service port available to provide the desired network functionality and is within the distance required by Ethernet Service specifications. Customer will program the Ethernet Service port for appropriate speed and full duplex setting. (auto-negotiate is not available). Customer will provide CAT5 cable(s) to connect its LAN to the CenturyLink Ethernet Service-enabling equipment. Customer will provide an appropriate Ethernet Service-enabling patch cable for connecting CenturyLink demarcation and Customer-provided Equipment.
9. Ethernet Services are a Layer 2 network service only. All customer premises LAN Layer 3 (e.g. IP) addressing is Customer's responsibility. CenturyLink will provide pricing for additional equipment and labor to enable Layer 3 functionality, if required. In most cases this will be a router which will provide the Layer 3 routing of subnets and VLAN on Customer's network. If Customer only requires Layer 2 bridging (a flat network) across the Ethernet Services, then a standard Ethernet Service switch port is all that is required.
10. The CenturyLink installer will not connect Ethernet Services to Customer's LAN. CenturyLink installers will install the hardware and identify a port for connection. CenturyLink highly recommends the use of a qualified networking vendor to assist with LAN configuration. A CenturyLink Account Executive can provide pricing for CenturyLink network configuration for Ethernet Services.

Ethernet Services will be installed at your site only upon completion of all of these steps. If Customer is unable to complete all of these requirements before the installation date, Customer will notify CenturyLink as soon as it becomes aware of its inability.



Business of the City Council
City of Gig Harbor, WA

Subject: Second Reading of Ordinance
Performance-based Height Exceptions for
Private Schools (PL-ZONE-11-0005)

Proposed Council Action: Adopt ordinance

Dept. Origin: Planning

Prepared by: Jennifer Kester, Senior Planner *JK*

For Agenda of: December 12, 2011

Exhibits: Draft Ordinance, Application, Planning
Commission Recommendation and Meeting Minutes

Initial & Date

Concurred by Mayor: *CLH 12/1/11*

Approved by City Administrator: *JK*

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

Approved by Finance Director: *[Signature]*

Approved by Department Head: *JK 11/30/11*

Expenditure Required	N/A	Amount Budgeted	N/A	Appropriation Required	N/A
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INFORMATION / BACKGROUND

Application:

St. Nicholas Church and School has requested a zoning code text amendment to include private primary and secondary schools in the uses eligible for performance-based height exceptions for gymnasiums and performing arts related facilities. If approved, gymnasiums and performing arts centers for private schools would be able to exceed the underlying building height limit to achieve effective performance and operation. Prior to a school being allowed to exceed the height limit a public hearing would be held and the school would have to show that certain criteria have been met. Public schools are currently allowed such performance-based height exceptions. The requirement for schools to be in the PI district to be eligible for such height exception would no longer be required if this amendment is approved.

Background:

The performance-based height exceptions and exemption provisions of Chapter 17.67 were adopted in January 2004 and amended in 2005 and 2006. These provisions pertain to public utility structures such as water tanks and transmission line towers, as well as to fire training towers, athletic field lighting and public schools in the PI district. These types of structures can require heights that exceed underlying height limits to ensure their effective operation.

In regards to the 2005 amendment which added public schools in the PI district, this amendment was processed at the request of the Peninsula School district, so in part it was limited to their facilities. In addition, at that time, the City did not have any definition for schools. Instead, the City classified schools owned and operated by the Peninsula School

District as "public facilities". The ordinance adopting the amendment does not include any specific language as why private schools were not included in the amendment. One whereas statement might speak to the reason that the PI district is the only zone where schools are allowed to exceed height:

WHEREAS, the City has adopted a PI (Public Institution) district to both accommodate and contain the impacts of schools and other essential public facilities in areas outside of residential districts; and (ORD 988)

Planning Commission Review:

The Planning Commission held a work study session on this amendment on October 20th, 2011. A public hearing was held on November 3rd, 2011. On November 3rd, 2011, the Planning Commission recommended approval of the amendment on a vote of 4 for and 1 abstention. In addition, the Planning Commission recommended minor changes to the definitions of primary school and secondary school. A copy of the Planning Commission recommendation with findings of fact has been included in the packet.

APPLICABLE CODES AND POLICIES:

Zoning text amendments are addressed in Chapter 17.100 of the Gig Harbor Municipal Code. The general criteria for approval of a zoning text amendment are whether the proposed amendment furthers the public health, safety and welfare, and whether the proposed amendment is consistent with the Gig Harbor Municipal Code, the Comprehensive Plan and the Growth Management Act (chapter 36.70A RCW). Zoning text amendments are considered a Type V legislative action (GHMC 19.01.003). The Planning Commission is required to hold a public hearing and make recommendation to the City Council on such amendments (GHMC 19.01.005).

A. Gig Harbor Municipal Code:

Performance-based height exceptions: The performance-based height exceptions and height exemptions chapter (GHMC 17.67) is intended "to identify those structures and uses for which standard height limits are not appropriate and to provide review procedures and criteria for those special situations where the height restrictions of this title may be relaxed. Performance-based height exceptions are intended to allow structures that require height in excess of height limits for effective performance and operation. Performance-based height exceptions are not intended to be used as a means of circumventing individually inconvenient height restrictions."

Currently, public school facilities in the PI (public institution) district can be granted performance-based height exceptions if the following criteria are met (GHMC 17.67.075).

A. The increased structure height is necessary for effective performance and operation and is the minimum necessary for the structure to function in its intended and permitted use and to meet the requirements of the design manual; and*

B. Increased height in no wise exceeds:

1. Forty-five feet above natural grade as measured under the provisions of GHMC 17.99.370(D); and

2. Fifty-six feet above natural grade at the lowest point of the building footprint.

C. Visual impacts beyond the site and within environmentally sensitive areas have been minimized by measures such as, but not limited to:

1. Avoidance, to the extent possible, of shade or light cast into critical areas and wetlands where shade or light may impact the biological functions of critical areas and wetlands;
2. Avoidance, to the extent possible, of light trespass onto adjacent properties;
3. Within the height restriction area, avoidance, to the extent possible, of obstruction of existing views from adjacent properties through sensitive location of new structures on the site.

* Increased height shall not be approved beyond what is minimally needed for functional purposes except as required to meet basic design manual requirements or to achieve, as recommended by the design review board, design continuity or otherwise address zone transition considerations under GHMC 17.99.200.

Definitions: In 2006, the City adopted the following definitions for K-12 schools:

17.04.717 School, primary.

"Primary school" means a public or private Washington State accredited K – 8 school, including accessory playgrounds and athletic fields.

17.04.718 School, secondary.

"Secondary school" means a public or private Washington State accredited 9 – 12 school, including athletic fields.

Building Height: The Gig Harbor Municipal Code regulates building and structure height by zone and by area. The maximum height of a building or structure can range from 16 feet in the Height Restriction Area to the allowed limits of the city building and fire codes in the PCD-C and PCD-BP zones. The majority of zones restrict structures to a maximum height of 35 feet.

Design Manual: Structure and building height is regulated in many ways within the Gig Harbor Design Manual.

1. In the Height Restriction Area each lot is allowed a building height of up to 16 feet; provided, that no portion of the structure exceeds 27 feet above natural and finished grade. (GHMC 17.99.370(D)(1)).
2. Buildings or structures on parcels where two zoning designation meet are limited in height to the average height of adjacent buildings in the opposing zones. (GHMC 17.99.190(B))
3. No more than 10% of the building footprint area of designated primary structures may increase the underlying height limit by as much as 8 feet. This provision does not apply to the height restriction area (view basin). (GHMC 17.99.390(A)(3)).

FISCAL CONSIDERATION

None

SEPA DETERMINATION

The SEPA Responsible Official will issue a Determination of Non-Significance (DNS) on November 2, 2011 for this non-project GMA action as per WAC 197-11-340(2).

BOARD OR COMMITTEE RECOMMENDATION

On November 3rd, 2011, the Planning Commission recommended approval of the amendment on a vote of 4 for and 1 abstention.

RECOMMENDATION / MOTION

Adopt ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PERFORMANCE-BASED HEIGHT EXCEPTIONS; ALLOWING GYMNASIUMS AND PERFORMING ARTS RELATED FACILITIES IN PRIVATE PRIMARY AND SECONDARY SCHOOLS TO BE ELIGIBLE FOR PERFORMANCE-BASED HEIGHT EXCEPTIONS; REMOVING THE REQUIREMENT FOR SCHOOLS TO BE IN THE PI ZONING DISTRICT TO BE ELIGIBLE FOR PERFORMANCE-BASED HEIGHT EXCEPTIONS; AMENDING THE DEFINITIONS OF PRIMARY AND SECONDARY SCHOOL TO REQUIRE APPROVAL BY THE STATE OF WASHINGTON RATHER THAN ACCREDITATION BY THE STATE OF WASHINGTON; AMENDING SECTIONS 17.04.717, 17.04.718, 17.67.020 AND 17.67.075 OF THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, in 2004, the City of Gig Harbor adopted under Chapter 17.67 GHMC provisions that allow performance-based height exceptions for certain structures that may require heights exceeding underlying height limits for their effective and efficient operation, such as water tanks and transmission line towers, fire training towers and athletic field lighting; and

WHEREAS, in 2005, the City of Gig Harbor amended Chapter 17.67 GHMC to add gymnasiums and performing arts related facilities in public schools in the PI zoning district to the uses eligible for performance-based height exceptions; and

WHEREAS, on June 21, 2011, St. Nicholas Church and School requested a zoning code text amendment to include gymnasiums and performing arts related facilities in private primary and secondary schools outside of the PI zoning district in the uses eligible for performance-based height exceptions; and

WHEREAS, The Washington State Office of Superintendent of Public Instruction and State Board of Education approves private schools; and

WHEREAS, State statutes and regulations require private schools to conduct a program consisting of kindergarten and at least grade one or any of all grades one through 12 and meet minimum standards of health, safety, and education. Every spring private schools must submit a "state standards certificate of compliance" form to retain approval from Washington State; and

WHEREAS, currently there are four approved private schools in the Peninsula School District boundaries: St. Nicholas School, Harbor Christian Schools, Harbor Montessori, and Lighthouse Christian Schools; and

WHEREAS, the proposed amendment is consistent with the intent of the performance-based height exception chapter because all schools, whether public or private, could have gymnasiums or performing arts related facilities that may require heights exceeding underlying height limits for their effective and efficient operation; and

WHEREAS, the proposed amendment will allow consideration of school needs while also providing an opportunity for public review and comment; and

WHEREAS, due to required approval of private schools by the State, only a few private schools in the area would be eligible for performance-based height exceptions; and

WHEREAS, the Council desires to amend the definitions of primary schools and secondary schools to require them to be "approved" by Washington State rather than "accredited," as accreditation is optional in the State of Washington, but approval is required; and

WHEREAS, the proposed text amendment is consistent with the goals, objectives, and policies of the Comprehensive Plan; and

WHEREAS, the proposed development regulations amendments were forwarded to the Washington State Department of Commerce on October 10, 2011, pursuant to RCW 36.70A.106, and were granted expedited review on November 1, 2011; and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for this Ordinance on November 2, 2011; and

WHEREAS, the Planning Commission held a work study session on the text amendments on October 20, 2011; and

WHEREAS, the Planning Commission held a public hearing on the text amendments on November 3, 2011 and after the public hearing recommended approval of the text amendments; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on November 28, 2011; and

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

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

Section 1. Section 17.04.717 in the Definitions chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.717 School, primary.

“Primary school” means a public or private Washington State accredited approved K – 8 school, including accessory playgrounds and athletic fields.

Section 2. Section 17.04.718 in the Definitions chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.718 School, secondary.

“Secondary school” means a public or private Washington State accredited approved 9 – 12 school, including athletic fields.

Section 3. Section 17.67.020 in the Performance-Based Height Exceptions and Height Exemptions chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.67.020 Applicability – Performance-based height exceptions.

A. Approvals of performance-based height exceptions may be given to only the following structures:

1. Elevated reservoirs, water tanks or standpipes under the jurisdiction of the city or another water district;
2. Transmission line towers;
3. Fire training towers;
4. Athletic field lighting;
5. Gymnasiums and performing arts-related facilities for primary and secondary schools in a public institutional (PI) district that are approved by the superintendent of public instruction;
6. Museums.

B. Performance-based height exceptions are prohibited for the following:

1. Communications facilities regulated by Chapter 17.61 GHMC;
2. All new structures on parcels identified as prominent on the city of Gig Harbor visually sensitive areas map;
3. All new structures within the view sheds of a significant vista, as identified on the city of Gig Harbor visually sensitive areas map.

Section 4. Section 17.67.075 in the Performance-Based Height Exceptions and Height Exemptions chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.67.075 Special review criteria for school facilities in the ~~PI (public institution) district.~~

Because primary and secondary schools in the PI (public institution) district may have different visual impacts than other smaller-scale

structures listed under GHMC 17.67.020, the applicant shall demonstrate that the following criteria for approval have been satisfied, instead of the criteria listed under GHMC 17.67.060 or 17.67.076:

A. The increased structure height is necessary for effective performance and operation and is the minimum necessary for the structure to function in its intended and permitted use and to meet the requirements of the design manual*; and

B. Increased height in no wise exceeds:

1. Forty-five feet above natural grade as measured under the provisions of GHMC 17.99.370(D); and

2. Fifty-six feet above natural grade at the lowest point of the building footprint.

C. Visual impacts beyond the site and within environmentally sensitive areas have been minimized by measures such as, but not limited to:

1. Avoidance, to the extent possible, of shade or light cast into critical areas and wetlands where shade or light may impact the biological functions of critical areas and wetlands;

2. Avoidance, to the extent possible, of light trespass onto adjacent properties;

3. Within the height restriction area, avoidance, to the extent possible, of obstruction of existing views from adjacent properties through sensitive location of new structures on the site. (Ord. 1033 § 3, 2006; Ord. 988 § 5, 2005).

* Increased height shall not be approved beyond what is minimally needed for functional purposes except as required to meet basic design manual requirements or to achieve, as recommended by the design review board, design continuity or otherwise address zone transition considerations under GHMC 17.99.200.

Section 5. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 6. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this ___ day of _____, 2011.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

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

**CITY OF GIG HARBOR
APPLICATION**

CITY USE ONLY

- Zoning Code Text Amendment
 Area-Wide Zoning Map Amendment

Date Received: ZONE - 11-0005
By: _____
Receipt # 3,550.W By: _____

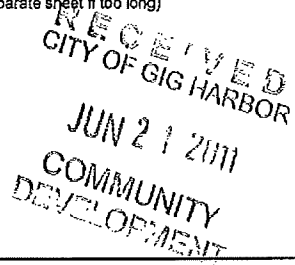
Name of project / proposal: St. Nicholas

Applicant:
Don Evans, Parish Adm.
(Name) 253-851-8850
3510 Rosedale St. NW
Street Address Phone
Gig Harbor, WA 98335
City & State Zip

Property Location (for map amendment):
Address: _____
Section: _____ Township: _____ Range: _____
Assessor's Tax Parcel Number: _____

Owner:
Archdiocese of Seattle
(Name)
910 Marion St.
Street Address Phone
Seattle, WA 98104-1299
City & State Zip

Full Legal Description (attach separate sheet if too long)
Acreage or Parcel Size _____



I(We):
Don Evans, Parish Adm.
(Name)
[Signature] 4/21/11
Signature Date

Utilities:
1. Water Supply (Name of Utility if applicable)
a. Existing: _____
b. Proposed: _____
2. Sewage Disposal: (Name of Utility if applicable)
a. Existing: _____
b. Proposed: _____
3. Access: (name of road or street from which access is or will be gained.)

I do hereby affirm and certify, under penalty of perjury, that I am one (or more) of the owners or owner under contract of the herein described property and that the foregoing statements and answers are in all respects true and correct on my information and belief as to those matters, I believe it to be true.

For Map Amendments:
Current Zoning District: _____ Requested Zoning District: _____

Existing land use: Describe (or illustrate separately) existing land use, including location of all existing structures and setbacks (in feet) from property lines.

Don Evans
3510 Rosedale St. NW
Gig Harbor, Washington 98335
253-851-8850

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

June 21, 2011

RECEIVED
CITY OF GIG HARBOR
JUN 21 2011
COMMUNITY
DEVELOPMENT

To whom It may concern:

St. Nicholas Catholic Church and School requests the attached amendment to the Gig Harbor Municipal Code and specifically to GHMC 17.67.020 (5) and 17.67.075 Performance-Based Height Exceptions and Height Exemptions.

GHMC 17.67.020 permits approvals of performance-based height exceptions to school gymnasiums, but limits those gymnasiums to public schools:

17.67.020 Applicability – Performance-based height exceptions.

A. Approvals of performance-based height exceptions may be given to only the following structures:

....

5. Gymnasiums and performing arts-related facilities for schools in a public institutional (PI) district that are approved by the superintendent of public instruction;

Because St. Nicholas is a private, Catholic school, it would appear that subsection five of the performance-based height would not apply to St. Nicholas. We understand that subsection five was originally proposed by the Peninsula School District and particularly related to the construction of Harbor Heights Elementary School. We also understand that the City wants to limit such exceptions.

While we appreciate the City's intent to limit the exception, we believe the present limitation is unnecessarily restrictive and ask that it be evenly applied to all primary and secondary schools, including St. Nicholas. After speaking with City planning staff, we believe the attached legislative proposal offers a simple way in which this can be achieved.

Thank you in advance for your consideration of this matter.

Sincerely,


Don Evans

St. Nicholas Parish Administrator

Chapter 17.67

PERFORMANCE-BASED HEIGHT EXCEPTIONS AND HEIGHT EXEMPTIONS

Sections:

17.67.010 Intent.

17.67.020 Applicability – Performance-based height exceptions.

17.67.030 Applicability – Height exemptions.

17.67.040 Complete application.

17.67.050 Permit type.

17.67.060 Review criteria.

17.67.070 Special review criteria for athletic field lighting.

17.67.075 Special review criteria for school facilities in the PI (public institution) district.

17.67.076 Special review criteria for museums.

17.67.080 Duration of approval and expiration.

17.67.010 Intent.

This chapter is intended to identify those structures and uses for which standard height limits are not appropriate and to provide review procedures and criteria for those special situations where the height restrictions of this title may be relaxed. Performance-based height exceptions are intended to allow structures that require height in excess of height limits for effective performance and operation. Performance-based height exceptions are not intended to be used as a means of circumventing individually inconvenient height restrictions. (Ord. 988 § 1, 2005; Ord. 950 § 1, 2004).

17.67.020 Applicability – Performance-based height exceptions.

A. Approvals of performance-based height exceptions may be given to only the following structures:

1. Elevated reservoirs, water tanks or standpipes under the jurisdiction of the city or another water district;
2. Transmission line towers;
3. Fire training towers;

RECEIVED
CITY OF GIG HARBOR
JUN 21 2011
COMMUNITY
DEVELOPMENT

4. Athletic field lighting;

5. Gymnasiums and performing arts-related facilities for primary and secondary schools in a public institutional (PI) district that are approved by the superintendent of public instruction;

6. Museums.

B. Performance-based height exceptions are prohibited for the following:

1. Communications facilities regulated by Chapter 17.61 GHMC;

2. All new structures on parcels identified as prominent on the city of Gig Harbor visually sensitive areas map;

3. All new structures within the view sheds of a significant vista, as identified on the city of Gig Harbor visually sensitive areas map. (Ord. 1033 § 1, 2006; Ord. 988 § 2, 2005; Ord. 950 § 1, 2004).

17.67.030 Applicability – Height exemptions.

The following structures are exempt from the height restrictions of this title:

A. Traffic lights and signals;

B. Light standards installed on street rights-of-way;

C. Flagpoles that display flags of a political subdivision;

D. Height exemptions are prohibited for communications facilities designed to look like any of the above, which are regulated under Chapter 17.61 GHMC, Communication Facilities. (Ord. 950 § 1, 2004).

17.67.040 Complete application.

An application for a performance-based height exception shall contain seven copies of the following information:

A. The title and location of the proposed project, together with the names, addresses and telephone numbers of the recorded owners of the land and the applicant, and if applicable, the name, address and telephone number of any architect, planner, designer or engineer responsible for the preparation of the plan, and of any authorized representative of the applicant;

B. A written description addressing the scope of the project, the use of the site, and the nature and height of the proposed structures;

C. Color, type, model and specification of all proposed structures. Include the area of illumination and intensity of lighting in footcandles for athletic field lighting;

D. A vicinity map showing site boundaries and existing roads and accesses within and bounding the site;

E. Site plans drawn to a scale no smaller than one inch equals 30 feet showing location and size of uses, location of proposed and existing structures, critical areas and wetlands, buffer areas, proposed areas of disturbance or construction outside of the building and structure footprint, yards, open spaces and landscaped areas and any existing structures, easements and utilities;

F. Cross sections of proposed structures and topographic information;

G. A written statement of justification for granting the exception pursuant to the requirements of GHMC 17.67.060, 17.67.070, and 17.67.075, if applicable;

H. All application requirements of GHMC 19.02.002. (Ord. 1197 § 41, 2010; Ord. 988 § 3, 2005; Ord. 950 § 1, 2004).

17.67.050 Permit type.

A performance-based height exception is a Type III permit. (Ord. 950 § 1, 2004).

17.67.060 Review criteria.

Except for review occurring under GHMC 17.67.075 or 17.67.076, the applicant shall demonstrate that the following criteria for approval of the exception have been satisfied:

A. The increased structure height is necessary for effective performance and operation and is the minimum necessary for the structure to function in its intended and permitted use; and

B. Visual impacts beyond the site and within environmentally sensitive areas have been minimized by such measures as, but not limited to:

1. Avoidance, to the extent possible, of shade or light cast into critical areas and wetlands where shade or light may impact the biological functions of critical areas and wetlands;

2. Using color or material to blend the structure into the surrounding environment;

3. Screening the structure with vegetation;

4. Avoidance, to the extent possible, of light trespass onto adjacent properties. (Ord. 1033 § 2, 2006; Ord. 988 § 4, 2005; Ord. 950 § 1, 2004).

17.67.070 Special review criteria for athletic field lighting.

In addition to the criteria specified in GHMC 17.67.060, the applicant for an exception for athletic field lighting shall demonstrate that the following criteria for approval of the exception have been satisfied:

- A. Athletic field light fixtures to be installed are a "shoebox" style and downward-directional; and
- B. Both fixtures and poles are painted black, brown or dark green. (Ord. 950 § 1, 2004).

17.67.075 Special review criteria for school facilities ~~in the PI (public institution) district.~~

Because primary and secondary schools ~~in the PI (public institution) district~~ may have different visual impacts than other smaller-scale structures listed under GHMC 17.67.020, the applicant shall demonstrate that the following criteria for approval have been satisfied, instead of the criteria listed under GHMC 17.67.060 or 17.67.076:

A. The increased structure height is necessary for effective performance and operation and is the minimum necessary for the structure to function in its intended and permitted use and to meet the requirements of the design manual*; and

B. Increased height in no wise exceeds:

1. Forty-five feet above natural grade as measured under the provisions of GHMC 17.99.370(D); and

2. Fifty-six feet above natural grade at the lowest point of the building footprint.

C. Visual impacts beyond the site and within environmentally sensitive areas have been minimized by measures such as, but not limited to:

1. Avoidance, to the extent possible, of shade or light cast into critical areas and wetlands where shade or light may impact the biological functions of critical areas and wetlands;

2. Avoidance, to the extent possible, of light trespass onto adjacent properties;

3. Within the height restriction area, avoidance, to the extent possible, of obstruction of existing views from adjacent properties through sensitive location of new structures on the site. (Ord. 1033 § 3, 2006; Ord. 988 § 5, 2005).

* Increased height shall not be approved beyond what is minimally needed for functional purposes except as required to meet basic design manual requirements or to achieve, as recommended by the design review board, design continuity or otherwise address zone transition considerations under GHMC 17.99.200.

17.67.076 Special review criteria for museums.

Museums may require height in excess of other uses to preserve and display large historical artifacts and to provide public viewing areas. The height exception for museums shall be limited to artifact display. The applicant must demonstrate that the following criteria for approval have been satisfied, instead of the criteria listed under GHMC 17.67.060 or 17.67.075:

A. The museum must provide regular, frequent, and ongoing public access to exhibits; and

B. The increased structure height is necessary for effective performance and operation and is the minimum necessary for the structure to function in its intended and permitted use and to meet the requirements of the design manual*; and

C. Visual impacts beyond the site and within environmentally sensitive areas have been minimized by measures such as, but not limited to:

1. Avoidance, to the extent possible, of shade or light cast into critical areas and wetlands where shade or light may impact the biological functions of critical areas and wetlands;

2. Avoidance, to the extent possible, of light trespass onto adjacent properties;

3. Within the height restriction area, avoidance, to the extent possible, of obstruction of existing views from adjacent properties through sensitive location of new or remodeled structures on the site. (Ord. 1033 § 4, 2006).

* Increased height shall not be approved beyond what is minimally needed for functional purposes except as required to meet basic design manual requirements or to achieve, as recommended by the design review board, design continuity or otherwise address zone transition considerations under GHMC 17.99.200.

17.67.080 Duration of approval and expiration.

The duration of performance-based height exception approvals and expirations shall be governed by GHMC 19.02.008. (Ord. 1197 § 42, 2010; Ord. 950 § 1, 2004).



COMMUNITY DEVELOPMENT DEPARTMENT

NOTICE OF RECOMMENDATION

CITY OF GIG HARBOR PLANNING COMMISSION PL-ZONE-11-0005

TO: Mayor Hunter and Members of the Council
FROM: Harris Atkins, Chair, Planning Commission
RE: PL-ZONE-11-0005 – Performance-based Height Exceptions for Private Schools

Application:

St. Nicholas Church and School has requested a zoning code text amendment to include private primary and secondary schools in the uses eligible for performance-based height exceptions for gymnasiums and performing arts related facilities. If approved, gymnasiums and performing arts centers for private schools would be able to exceed the underlying building height limit to achieve effective performance and operation. Prior to a school being allowed to exceed the height limit a public hearing would be held and the school would have to show that certain criteria have been met. Public schools are currently allowed such performance-based height exceptions.

Planning Commission Review:

The Planning Commission held a work study session on this amendment on October 20th, 2011. A public hearing was held on November 3rd, 2011.

On November 3rd, 2011, the Planning Commission recommended **APPROVAL** of the amendment on a vote of 4 for and 1 abstention. In addition, the Planning Commission recommended minor changes to the definitions of primary school and secondary school. The recommended language can be found at the end of this document.

The Planning Commission made these recommendations after reviewing the general criteria for approval found in the text of Chapter 17.100 of the Gig Harbor Municipal Code, Amendments, which can be categorized into three separate criteria as follows:

1. The text amendment should be consistent with the policies in the City's Comprehensive Plan.
2. The proposed development regulation change should be consistent with the intent of the Performance-based Height Exception and Height Exemption chapter (GHMC 17.67) The following is the stated intent of the chapter:

17.67.010 Intent.

This chapter is intended to identify those structures and uses for which standard height limits are not appropriate and to provide review procedures and criteria for those special situations where the height restrictions of this title may be relaxed. Performance-based height exceptions are intended to allow structures that require height in excess of height limits for effective performance and operation. Performance-based height exceptions are not intended to be used as a means of circumventing individually inconvenient height restrictions.

3. The proposed amendment should further public health, safety and general welfare.

Findings of Fact:

The Planning Commission makes the following findings of fact in relation to their recommendation of approval:

1. The Washington State Office of Superintendent of Public Instruction and State Board of Education approves private schools.
2. State statutes and regulations require private schools to conduct a program consisting of kindergarten and at least grade one or any of all grades one through 12 and meet minimum standards of health, safety, and education. Every spring private schools must submit a "state standards certificate of compliance" form to retain approval from Washington State.
3. Currently there are four approved private schools in the Peninsula School District boundaries: St. Nicholas, Harbor Christian Schools on Hunt Street, Harbor Montessori on Comte Drive near 54 Avenue, and Lighthouse Christian Schools on 36th Avenue.
4. The Planning Commission finds that the proposed amendment is consistent with the intent of the performance-based height exception chapter because all schools, whether public or private, could have facilities that have certain dimensional requirements.
5. The proposed amendment will allow consideration of a school's needs while also providing an opportunity for public review and comment.
6. Due to required approval of private schools by the State, only a few private schools in the area would be eligible for the performance-based height exception if the amendment is approved.
7. The Commission finds that in addition to St. Nicholas' request, the City Council should consider amending the definitions of primary schools and secondary schools to require them to be "approved" by Washington State rather than "accredited," as accreditation is optional in the State of Washington, but approval is required.

Harris Atkins, Chair
Planning Commission



Date 11/17/2011

Recommended Language:

17.04.717 School, primary.

“Primary school” means a public or private Washington State accredited approved K – 8 school, including accessory playgrounds and athletic fields.

17.04.718 School, secondary.

“Secondary school” means a public or private Washington State accredited approved 9 – 12 school, including athletic fields.

17.67.020 Applicability – Performance-based height exceptions.

A. Approvals of performance-based height exceptions may be given to only the following structures:

1. Elevated reservoirs, water tanks or standpipes under the jurisdiction of the city or another water district;
2. Transmission line towers;
3. Fire training towers;
4. Athletic field lighting;
5. Gymnasiums and performing arts-related facilities for primary and secondary schools in a public institutional (PI) district that are approved by the superintendent of public instruction;
6. Museums.

B. Performance-based height exceptions are prohibited for the following:

1. Communications facilities regulated by Chapter 17.61 GHMC;
2. All new structures on parcels identified as prominent on the city of Gig Harbor visually sensitive areas map;
3. All new structures within the view sheds of a significant vista, as identified on the city of Gig Harbor visually sensitive areas map.

17.67.075 Special review criteria for school facilities ~~in the PI (public institution) district.~~

Because primary and secondary schools in the PI (public institution) district may have different visual impacts than other smaller-scale structures listed under GHMC 17.67.020, the applicant shall demonstrate that the following criteria for approval have been satisfied, instead of the criteria listed under GHMC 17.67.060 or 17.67.076:

* * *

City of Gig Harbor Planning Commission
Work Study Session
Planning and Building Conference Room
October 20, 2011
5:00 pm

PRESENT: Harris Atkins, Craig Baldwin, Bill Coughlin and Jill Guernsey. Reid Ekberg, Jim Pasin and Michael Fisher were absent.

STAFF PRESENT: Staff: Tom Dolan

CALL TO ORDER: at 5:00

1. Performance-based Height Exceptions for Private Schools (PL-ZONE-11-0005)

A zoning code text amendment requested by St. Nicholas Catholic Church and School to include private primary and secondary schools in the uses eligible for performance-based height exceptions for gymnasiums and performing arts related facilities.

Mr. Dolan briefly went over the proposal and introduced Eileen McCain and Tom Bates who were present representing the applicant. Ms. McCain explained what the church was hoping to achieve and the history of the current height exception ordinance. Mr. Dolan noted that this does not grant a performance based height exception for St. Nicholas as their application will be decided by the Hearing Examiner. Discussion followed on the possible ways of making sure that the definitions are written in such a way as to ensure that this change wouldn't have unintended consequences. It was decided that this item was ready to go to public hearing on November 3rd, 2011.

APPROVAL OF MINUTES

Mr. Atkins asked for clarification on the last page in the second to the last sentence where it seems to imply that there were going to be two more hearings on the Shoreline Master Program. Ms. Guernsey suggested adding a period after the words "Department of Ecology requests" and eliminate the phrase "and take that to the public hearing to allow interested parties to comment".

MOTION: Move to approve the minutes of October 6th, 2011 as amended. Guernsey/Baldwin – motion carried.

2. Interim Parking Provisions for Existing Buildings in the DB zoning district -
Review of the adopted interim ordinance that added special parking provisions for existing buildings in the downtown business (DB) district.

Mr. Dolan went over the provisions in the interim ordinance. He then talked about the proposed workshop and the work that staff had done to date to organize the workshop on November 3rd, 2011. He distributed the Spinnaker Strategies downtown report. He

City of Gig Harbor Planning Commission
Work Study Session and Public Hearing
City Council Chambers
November 3, 2011
4:00 pm

PRESENT: Harris Atkins, Craig Baldwin, Jim Pasin, Bill Coughlin and Michael Fisher. Jill Guernsey and Reid Ekberg were absent.

STAFF PRESENT: Staff: Tom Dolan, Jennifer Kester and Dennis Troy

CALL TO ORDER: at 4:00 p.m.

4:00 to 5:45 p.m. - Open House

Downtown Parking - An open house to solicit community feedback on existing and future regulations for parking on private property in the downtown commercial areas.

Chairman Atkins welcomed everyone and went over the goal for the evening. Senior Planner Jennifer Kester then went over the current parking regulations and the interim ordinance that has been adopted. She then listed some of the ideas currently being considered and stated that the Planning Commission was asking the public for additional ideas.

The Planning Commission fielded questions from the audience, followed by a comment period.

Steve Skibbs – Mr. Skibbs stated that he owned the Harbor Inn building and that he leases 16 parking spaces and feels like he's subsidizing public parking. He noted that there is some property across the street from him that would be great for a parking structure.

Gary Glein – Mr. Glenn stated that he was from the Historic Waterfront Association. He said that they had found that there was enough parking but that it wasn't necessarily in the right place and that employee parking is impacting customer parking. Mr. Glein said that he felt that the interim ordinance needed more time to really see its impact. He also was in favor of the use of marina and church parking lots.

Kit Kuhn – Mr. Kuhn stated that he likes the current ordinance. He emphasized the need to invest in the downtown. He noted that he also leases space that everyone uses. He expressed appreciation for the Planning Commission efforts.

Steve Lynn – He expressed that he felt that these parking solutions were a great change that can be implemented without cost and will be a great help to the businesses. He suggested that perhaps the Anthony parking lot have a parking structure or have

retail on the bottom with parking on top. Mr. Lynn also stated that he was in favor of expanding the interim ordinance to apply to other areas of the city.

John Moist – He stated that he felt the Waterfront Millville needed to be included as they have marinas with very stringent parking regulations.

John Platt – Mr. Platt stated that they were against any public parking in the marina. They are required to have a certain number of spaces for each slip and if the public starts using it they won't be able to provide parking to their owners.

Jose Lopez – Mr. Lopez, proprietor of El Pueblito, stated that he has problems with the public parking in his parking lot and that he was in favor of exploring the leasing of portions of the marina while still respecting the slip owners.

Sue Jensen – Ms. Jensen asked about the new parking lot next to the Tides. Ms. Kester stated that it will be public parking. She then asked about the loss of the parking near Donkey Creek and Ms. Kester stated that it will be rearranged and hopefully no net loss. She expressed that it seemed that some businesses were allowed more leeway in regard to parking than others. She voiced her support for the interim ordinance.

Gary Myers – He asked for a master plan to provide public parking. Ms. Kester stated that there is no specific plan at this time.

Mr. Kuhn emphasized the need to make sure that our downtown remains vibrant in order to attract new residents. He continued by saying that this is why there needs to be an investment in downtown parking. He noted that something needed to be done in two areas of the city, rather than just one big solution.

Steve Skibbs posed the question as to whose responsibility is it to provide parking and noted that in Tacoma and Seattle you have to pay to park. He noted that Port Orchard is looking at this option.

Mr. Moist noted that there are several restaurants in town that have no off street parking. If you have a small parking lot, the codes are punitive.

Dave Morris – He asked about any funding available for the city to provide some kind of public parking. Ms. Kester said that the money for maritime pier was general fund money and Donkey Creek was funded by a federal grant.

City Administrator Rob Karlinsey said that it is possible for the city to lease private property to provide public parking.

Steve Lynn emphasized the need for shared parking to be able to be utilized in all areas.

Mr. Karlinsey stated that some additional ideas were to possibly relax parking requirements for certain uses that they wanted to encourage. He also suggested perhaps a development agreement where parking requirements could be relaxed for other things that the developer could possibly provide. He then suggested the shared parking idea. Ms. Kester noted that we have a current ordinance that allows for shared parking lot for different peak time uses, but the ordinance does not apply across different property owners.

Kit Kuhn noted that it had previously been suggested the Judson St. could be made one way and then have angled parking. He also suggested that there is a large piece of property behind the Mustard Seed that could be utilized for parking.

Mr. Karlinsey asked about what areas of the downtown on-street parking within 200 feet of the business can be used toward parking requirements. Ms. Kester answered that within the DB zone. She noted that if the interim ordinance were to remain permanent then that provision would not be necessary. He suggested allowing this provision be used in other zones to count toward parking requirements.

Bruce Gair – Mr. Gair noted that discussion had been held with the Tarabochias regarding parking and that the Stutz site should be considered for parking. He suggested that there be signage stating where employees shall park.

Mr. Pasin asked the audience if parking is really affecting redevelopment of the downtown. A majority of attendees raised their hands. He also asked if some of the current restrictions are preventing businesses from filling the existing buildings. A majority of attendees raised their hands.

Mr. Fisher spoke about the importance of the downtown core and economic activity.

Mr. Moist stated that during events that draw upwards of 1,000 people they all find a place to park. He stated that he felt that it was more about the disparity in the regulations.

Mr. Gair spoke against the 2 hour parking limitation stating that it wasn't enough to enjoy the harbor. You can't have a meal and then shop within a 2 hour window.

Mr. Atkins went over the next steps in the process and asked for a show of hands as to how many people were in favor of keeping the interim ordinance (a majority raised their hand) and then how many were in favor of expanding it to other areas (a majority raised their hand).

A brief recess was called.

Public Hearing

1. **Performance-based Height Exceptions for Private Schools (PL-ZONE-11-0005)** A zoning code text amendment requested by St. Nicholas Catholic Church and School to include private primary and secondary schools in the uses eligible for performance-based height exceptions for gymnasiums and performing arts related facilities.

Ms. Kester summarized her staff report on this issue. She went over the history of the current ordinance and its applicability. She stated that staff felt that this request was consistent with the intent of the original ordinance.

Mr. Pasin asked if the St. Nicholas property was within the Historic District. Ms. Kester said that the property where the school is located is not within the Historic District. He then asked about the specific plans for the school and Ms. Kester explained that this is not a project specific proposal.

Mr. Atkins opened the Public Hearing at 6:00 p.m.

Eileen McKain, representing St. Nicholas. Ms. McKain noted that she was present when the current ordinance was adopted but that they had chosen not to pursue changing the Harbor Ridge proposal in order to not hold up Harbor Ridge's construction. She stated that St Nicholas had narrowly tailored the language in order to be sure that they were being respectful of view corridors. She noted that the requirements to become a private school were quite stringent so this allowance would not apply to just anyone trying to say they were running a private school. She stated that although this was a legislative proposal they had identified two areas where they might construct a gymnasium. Ms. McKain stated that they had not started design and wouldn't until they were sure they had this proposal was approved.

Mr. Dolan asked that Ms. McKain expand on the constitutional conflicts. Ms. McKain said that basically it means that religious institutions cannot be treated differently than a public institution. She emphasized that she didn't believe that it was the intent of the city to exclude St. Nicholas and she realized that Harbor Ridge had been in a tight spot.

Ron Harpel, BLRB Architects – Mr. Harpel went over the height standards for a gymnasium and said that the interior standard for volleyball was 23' from floor to structure and for basketball it's 25'. He noted that in other cities there is a maximum 35' exterior allowance. Mr. Pasin asked what their proposed height would be and Mr. Harpel said that they are not that far into design yet.

Mr. Atkins closed the public hearing.

MOTION: Move to approve the text amendment as submitted. Baldwin/Coughlin

Mr. Pasin voiced his concern with this school being in an R-1 zone rather than in the Public Institutional zone. He also stated that he felt the implications could be great since this is in the view basin.

Mr. Dolan noted that the motion should state to “recommend approval” rather than “to approve”. Mr. Atkins asked about the process that the project itself would have to go through and Ms. Kester explained the criteria and process. She also noted that schools in residential zones are required to get conditional use permits.

Mr. Pasin said that he would like to see a restriction on what type of building this could apply to and that in the future it could not be converted to any other use. Mr. Dolan asked if this would apply to both public and private schools. Mr. Pasin said that he didn’t think that a public school would have the ability to convert it to another use. Mr. Dolan cautioned that he was sure the City Attorney would advise that any regulations would have to apply to both.

Mr. Fisher stated that this amendment is to standardize definitions and there are four different schools that this would apply to and he didn’t feel that they should treat one school different from another. He noted that a public school could close due to lack of students and then the gym may become something else.

Ms. Kester suggested that in the definition of primary and secondary schools be changed from “accredited” to “approved” since Washington State approves schools and the accreditation is voluntary and approval is required.

RESTATED MOTION: Recommend approval of the proposal as submitted.
Baldwin/Coughlin – Motion carried with Mr. Pasin abstaining.

MOTION: Recommend the City Council change the word “accredited” to “approved” in the definition of primary and secondary schools in order to be consistent with the Washington State Office of Superintendent of Public Instruction nomenclature.
Fisher/Baldwin – Motion carried.

A brief recess was called.

Work-Study Session:

1. Downtown Parking - Discussion on the comments received at the open house.

Ms. Kester went over the list assembled from the comments received during the open house. Mr. Atkins stated that he did not want to discuss each of the items but rather just go over them as refresher in order to be prepared to further discussion at the next meeting. She stated that she would have the list typed up for further discussion. Discussion was held on the importance of supporting the downtown businesses.

Mr. Atkins stated that he would like to go through the existing parking regulations and



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

Subject: Public Hearing and Resolution Adopting the Six-Year Transportation Improvement Program (TIP) 2012-2017

Proposed Council Action: Approve the attached resolution adopting the 2012-2017 Six-Year Transportation Improvement Program (TIP)

Dept. Origin: Public Works/Engineering

Prepared by: Emily Appleton, Senior Engineer *EA 12.7.11*

For Agenda of: December 12, 2011

Exhibits: Resolution, Map, Six-Year TIP 2012-2017 (Exhibit A)

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial & Date

CLH 12/7/11

RJK

OK via email 12.7.11

[Signature] 12/7/11

[Signature] 12-8-11

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

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

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

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

The conclusions from the 2008 and 2010 analyses and the approved Six-Year TIP from last year serve as the basis for the attached 2012 – 2017 Six-Year TIP. The changes to the TIP for this cycle include the updating the phase start dates, project costs and expenditure schedule to incorporate the

adopted 2012 Budget information and funding estimates and to balance annual projected expenditures.

FISCAL CONSIDERATION

Adoption of the Six-Year Transportation Improvement Program does not directly affect the City's finances. The fiscal impacts will be reviewed during the annual budgeting process and discussed during future Transportation Impact Fee schedule updates.

Depending upon the availability of funds and other considerations, at any time the Council may elect to fund more or fewer projects, and/or change project priorities.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Move to: Staff recommends Council approve the attached Resolution adopting the Six-Year Transportation Improvement Program (2012-2017).

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING A SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM AND DIRECTING THE SAME TO BE FILED WITH THE STATE SECRETARY OF TRANSPORTATION AND THE TRANSPORTATION IMPROVEMENT BOARD.

WHEREAS, pursuant to the requirements of Chapters 35.77 and 47.26 RCW, the City Council of the City of Gig Harbor has previously adopted a Comprehensive Transportation Plan and Transportation Improvement Program, including an arterial street construction program, and thereafter periodically modified said comprehensive transportation program by resolution, and

WHEREAS, the City Council has reviewed the work accomplished under the said Program, determined current and future City street and arterial needs, and based upon these findings has prepared a Six-Year Transportation Improvement Program for the ensuing six (6) calendar years, and

WHEREAS, a public hearing was held on the said Six-Year Transportation Improvement Program on December 12, 2011, and

WHEREAS, the City SEPA responsible official made an amended determination of non-significance for the adoption or implementation of the Six-Year Transportation Improvement Program,

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

Section 1. Program Adopted. The Six-Year Transportation Improvement Program for the City of Gig Harbor, as revised and extended for the ensuing six (6) calendar years (2012-2017 inclusive), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference as if fully set forth herein, which Program sets forth the project location, type of improvement and the estimated cost thereof, is hereby adopted and approved.

Section 2. Filing of Program. Pursuant to Chapter 35.77 RCW, the City Clerk is hereby authorized and directed to file a copy of this resolution forthwith, together with the Exhibit A attached hereto, with the Secretary of Transportation and a copy with the Transportation Improvement Board for the State of Washington.

RESOLVED this 12th day of December, 2011.

APPROVED:

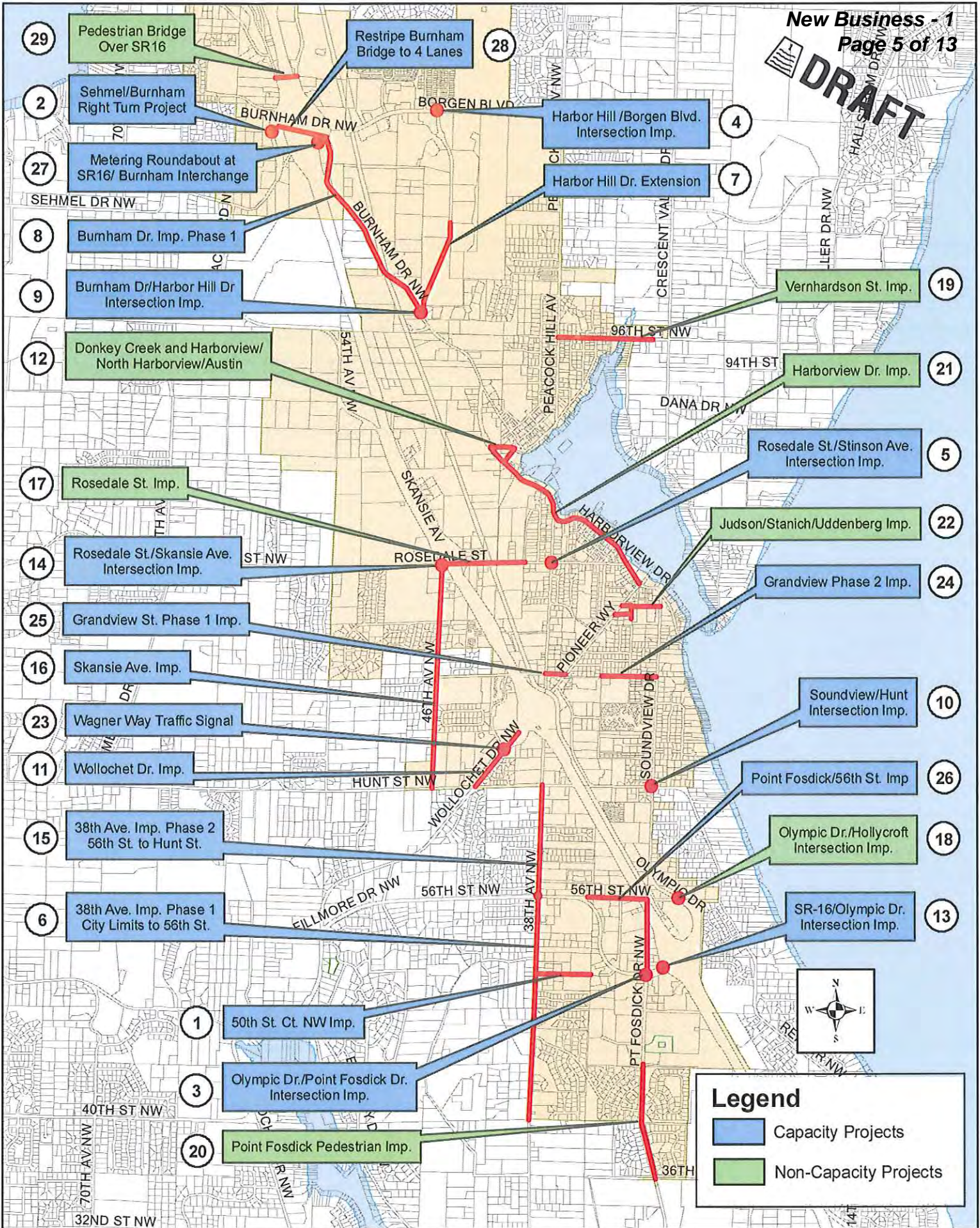
CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

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

DRAFT



**6-Year Transportation Improvement Program
2012 - 2017**



DRAFT

Six Year Transportation Improvement Program
From 2012 to 2017

New Business
 Page 6 of 13

Agency: Gig Harbor
 Co. No.: 27 Co. Name: Pierce Co.
 City No.: 0490 MPO/RTPO: PSRC

Hearing Date: 12/12/2011 Adoption Date: 12/12/2011
 Amend Date: _____ Resolution No.: _____

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only	
							Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds						
									Federal Fund Code	Federal Cost by Phase										
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
19	1	50th St Ct NW Improvements Phase 2 50th St Ct NW from: west of Olympic Drive to: 38th Street Construct new 2-lane roadway with curb, gutter and sidewalks on one or both sides along with street illumination, on-street parking and associated storm water improvements.	03 05 06	P	0.5	G P S T W	PE CN	1/1/2013 1/1/2015			OTHER	500	35 395	35 895		15	20	895	CE	No
Totals												500	430	930		15	20	895		
17	2	Sehmel / Burnham Right Turn Lane Sehmel Drive from: South of Burnham Drive to: Burnham Drive Construct right turn lane for northbound traffic on Sehmel Drive at Burnham Drive.	05	P	.10	C G O P T W	PE CN	1/1/2013 1/1/2014					20 190	20 190		20	190		CE	No
Totals													210	210		20	190			
14	3	Olympic/Pt Fosdick Intersection Improvements Olympic Drive & Pt Fosdick Drive from: _____ to: _____ Construct right-turn only lane on NB Pt Fosdick Drive at Olympic Drive and associated curb, gutter, sidewalk, landscaping, illumination and storm.	03 05	P		C G T O	PE CN	1/1/2012 1/1/2012					40 400	40 400	40 400				CE	Yes 01/01/2012
Totals													440	440	440					
17	4	Harbor Hill and Borgen Intersection Improvements Harbor Hill Dr and Borgen Blvd from: _____ to: _____ Construct right-turn slip lane from EB Borgen Blvd to SB Harbor Hill Drive. Construct right-turn slip lane from NB Harbor Hill Dr to EB Borgen Blvd.	02 05	P			PE	1/1/2017					70	70				70	CE	No
Totals													70	70				70		



DRAFT

Agency: Gig Harbor

Co. No.: 27 Co. Name: Pierce Co.

City No.: 0490 MPO/RTPO: PSRC

Hearing Date: 12/12/2011 Adoption Date: 12/12/2011

Amend Date: Resolution No.:

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only		
							Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information				1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)			
									Federal Funding		State Fund Code	State Funds							Local Funds	Total Funds	
									Federal Fund Code	Federal Cost by Phase											
8	9	10	11	12	13	14	15	16	17	18	19	20	21								
17	9	Burnham Dr/Harbor Hill Dr Intersection Improvements Burnham Drive/Harbor Hill Drive from: to: Improvements for intersection control at new intersection once Harbor Hill Drive is constructed through to Burnham Drive. Current concept is a modern roundabout.	03 06	P		C G O P S T W	PE	1/1/2017					200	200				200	CE	Yes	
							Totals						200	200				200			
17	10	Soundview and Hunt Intersection Improvement Soundview Dr and Hunt St from: to: Construct new traffic signal at the intersection with associated left turn pockets.	05 06 03	P		T C P	PE CN	1/1/2016 1/1/2017					60 600	60 600				60 600	CE	No	
							Totals						660	660				660			
16	11	Wollochet Drive Improvements Wollochet Drive from: to: Widen roadway to provide for 11 foot lanes, bicycle lanes, sidewalks, landscaping and illumination.	04	P	0.05	C G P S T W	PE	1/1/2017					60	60				60	CE	Yes	
							Totals						60	60				60			
17	12	Donkey Creek and Harborview / N. Harborview / Austin Harborview Drive, N. Harborview Drive, Austin Street from: to: Construct pedestrian amenities and roadway improvements in conjunction with the Donkey Creek Restoration project.	03 06 12 07	P	.5	W O G	PE CN	1/1/2012 1/1/2012	Discretionary Discretionary	150 2100			150 800	300 2900	300 2900				CE	No	
							Totals				2,250			950	3200	3200					



DRAFT

Six Year Transportation Improvement Program ^{New Business}
 From 2012 to 2017 _{Page 9 of 13}

Agency: Gig Harbor

Co. No.: 27 Co. Name: Pierce Co.

City No.: 0490 MPO/RTPO: PSRC

Hearing Date: 12/12/2011 Adoption Date: 12/12/2011

Amend Date: _____ Resolution No.: _____

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only			
							Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information				1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)				
									Federal Funding		State Fund Code	State Funds							Local Funds	Total Funds		
									Federal Fund Code	Federal Cost by Phase												
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21		
14	13	SR 16/Olympic Drive Intersection Improvements from: _____ to: _____ Widen to provide exclusive right-turn lane on east approach. Convert one existing through-lane on west approach to shared through-left turn lane. Adjust signal phasing as appropriate.	04 06	P			PE	1/1/2017						75	75				75	CE	Yes	
							Totals							75	75				75			
17	14	Rosedale St NW/Skansie Ave Intersection Improvements Rosedale St NW/Skansie Ave from: _____ to: _____ Widen to provide left-turn lanes on east and west approaches.	05	P		C G O P S T W	PE	1/1/2017						25	25				25	CE	No	
							Totals							25	25				25			
17	15	38th Ave Improvements Phase II 38th Avenue from: 56th St to: Hunt St Complete design & construction of a 2-1/3-lane section with left turn pockets, bicycle lanes, curbs, gutters, landscaped planter strip and sidewalk on east side only, storm sewer improvements.	03 04 06	P	0.5	C G O P S T W	PE CN	1/1/2014 1/1/2016			AIP AIP	200 3000	280 1800	480 4800				50	430 4800	CE	No	
							Totals						3200	2080	5280			50	5230			
17	16	Skansie Ave Improvements Skansie Ave from: Rosedale St to: Hunt St Minor widening to provide curb, gutter, storm sewer improvements, bicycle lane and sidewalks on both sides of street.	03 05	P	1.0	C P T	PE	1/1/2016			AIP	200	230	430					430	CE	No	
							Totals						200	230	430					430		



DRAFT

Agency: Gig Harbor

Co. No.: 27 Co. Name: Pierce Co.

City No.: 0490 MPO/RTPO: PSRC

Hearing Date: 12/12/2011 Adoption Date: 12/12/2011

Amend Date: Resolution No.:

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only	
							Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information				1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)		
									Federal Funding		State Fund Code	State Funds							Local Funds	Total Funds
									Federal Fund Code	Federal Cost by Phase										
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
17	17	Rosedale Street Improvements Rosedale Street from: Skansie Ave to: Shirley Ave Minor widening to provide 2-thru lanes, channelization, left-turn pockets, bicycle lane and sidewalks on both sides of street.	03 05	P	0.34	C P T	PE CN	1/1/2012 5/1/2014			OTHER OTHER	23 177	37 473	60 650	60	200	450		CE	No
							Totals				200	510	710	60	200	450				
14	18	Olympic/Hollycroft Intersection Improvements Olympic and Hollycroft from: to: Convert existing 2-way traffic on spur street that connects Olympic to Hollycroft in the SE quadrant of the intersection to one-way NB. Angled parking to be added to spur to support the park to the SE of the spur.	03 06	P		C P T	PE CN	12/31/2015 12/31/2016				2 24	2 24				2 24	CE	No	
							Totals					26	26			26				
17	19	Vernhardson Street Improvements Vernhardson Street from: City Limits to: Peacock Hill Ave Pavement restoration and/or overlay, storm sewer, curbs, gutters and sidewalk(s), bicycle lanes (east of N. Harborview Drive).	05 07	P	0.34	C T W P S	PE CN	1/1/2017				50	50				50	CE	No	
							Totals					50	50			50				
17	20	Pt. Fosdick Pedestrian Improvements Pt. Fosdick Drive from: Harbor Country Dr to: 36th Add sidewalk & bioswale along Pt. Fosdick Drive.	06	P	0.5	T P G C	PE CN	1/1/2014 1/1/2014			PSMP	250	30 20	30 270				30 270	CE	No
							Totals					250	50	300			300			



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Six Year Transportation Improvement Program
 From 2012 to 2017

New Business
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Agency: Gig Harbor

Co. No.: 27 Co. Name: Pierce Co.

City No.: 0490 MPO/RTPO: PSRC

Hearing Date: 12/12/2011 Adoption Date: 12/12/2011

Amend Date: Resolution No.:

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only		
							Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information				1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)			
									Federal Funding		State Fund Code	State Funds							Local Funds	Total Funds	
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
17	21	Harborview Drive Improvements Harborview Drive from: N. Harborview Drive to: Pioneer Drive Downtown surface improvements and beautification project. Provide widened sidewalks, landscaping and pedestrian benches at key intersections.	06	P	1.0	C G P T	PE CN	1/1/2014 1/1/2015			PSMP	90	20 90	20 180			10	10 180	CE	No	
							Totals					90	110	200			10	190			
19	22	Judson/Stanich/Uddenburg Judson/Stanich Uddenburg from: to: Downtown beautification. Pedestrian improvements, landscaping, beautification, pavement rehabilitation.	06	P	0.2		PE CN	1/1/2014 1/1/2014					15 135	15 135			15 135		CE	No	
							Totals						150	150			150				
17	23	Wagner Way/Wollochet Intersection Traffic Signal from: Wagner Way to: Wollochet Drive Traffic signal at Wollochet Dr. and Wagner Way	12 06	P	0.1	C G P S T	PE CN	1/1/2014 1/1/2015					30 270	30 270			30	270	CE	No	
							Totals						300	300			30	270			
17	24	Grandview Phase 2 Improvements Grandview from: Soundview Dr to: McDonald Ave Road, (including sidewalk) stormwater and lighting improvements	03 06	P	0.2	C G O P S T W	PE	1/1/2016			AIP	100	72	172				172	CE	No	
							Totals						100	72	172				172		



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Six Year Transportation Improvement Program
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New Business
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Agency: Gig Harbor
 Co. No.: 27 Co. Name: Pierce Co.
 City No.: 0490 MPO/RTPO: PSRC

Hearing Date: 12/12/2011 Adoption Date: 12/12/2011
 Amend Date: _____ Resolution No.: _____

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							Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information				1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)		
									Federal Funding		State Fund Code	State Funds							Local Funds	Total Funds
									Federal Fund Code	Federal Cost by Phase										
8	9	10	11	12	13	14	15	16	17	18	19	20	21							
17	25	Grandview Phase 1 Improvements Grandview from: Stinson Ave to: Pioneer Way Road, (including sidewalks) stormwater and lighting improvements	03 06	P	0.1	C G O P S T W	PE CN	1/1/2016 1/1/2017			AIP		20 475	20 475				20 475	CE	No
							Totals					495	495				495			
17	26	Pt Fosdick/56th Improvements from: Pt Fosdick Dr to: 56th St Sidewalk and roadway improvements	05 03 06	P	0.25	C G O P S T W	PE CN	1/1/2012 3/1/2012			AIP	2590	130 1523	130 4113	130 2130	1940			CE	No
							Totals					2590	1653	4243	2260	1940				
16	27	Metering Roundabout at SR16 / Burnham Interchange Burnham Drive from: to: Install metering at the westbound approach (Burnham bridge) of the roundabout located at westbound SR16 / Burnham Interchange	06	P			PE CN	1/1/2012 6/1/2013	Discretionary				40 150	40 150	40	150			CE	
							Totals						190	190	40	150				
16	28	Restripe Burnham Bridge to 4 Lanes Burnham Drive from: SR16 E/B Off-Ramp to: SR16 W/B Off-Ramp Restripe Burnham Drive bridge between the roundabouts so there are 4 through lanes (2 in each direction).	06	P	.25		PE	1/1/2017	Discretionary	92				92				92	CE	
							Totals				92			92				92		



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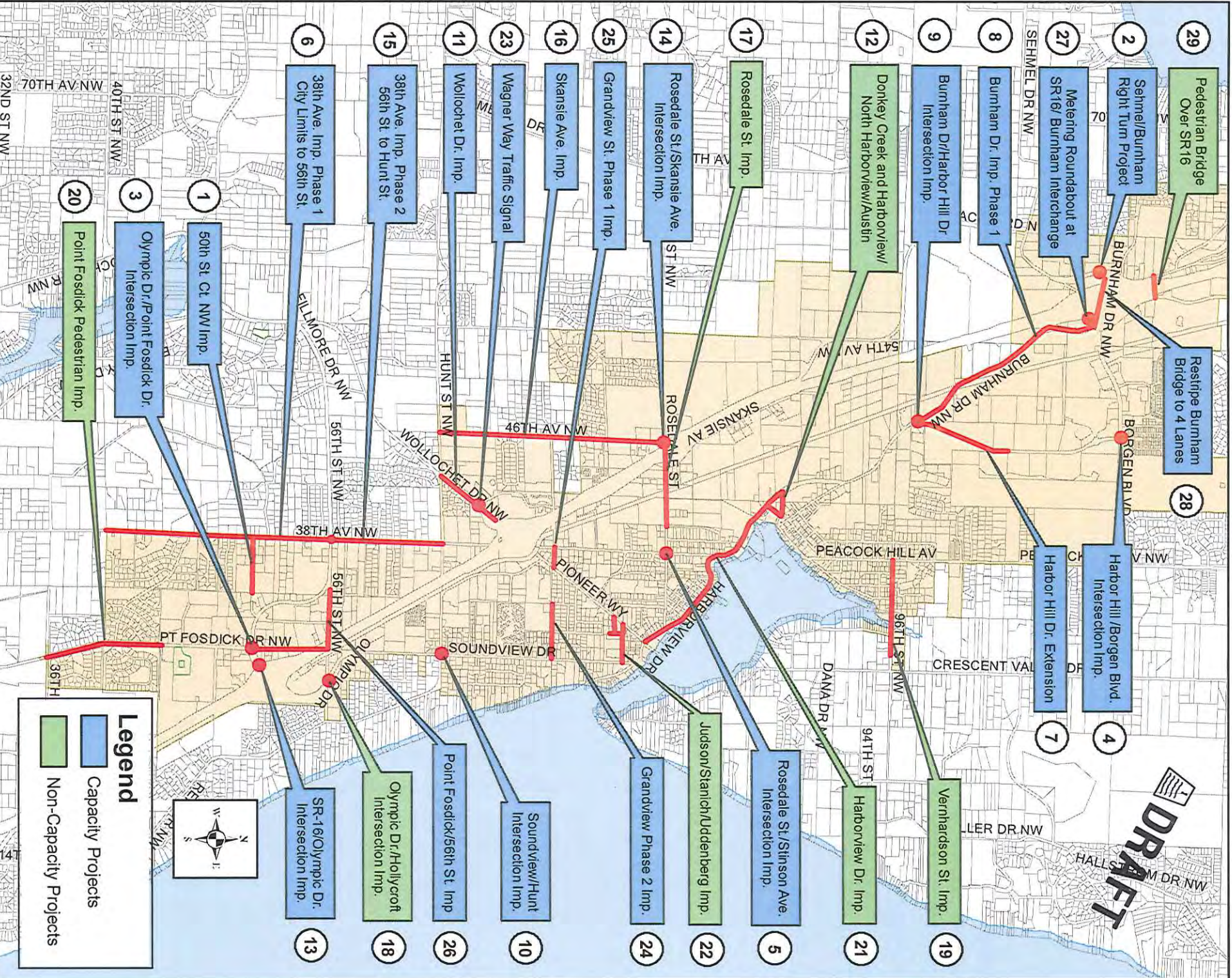
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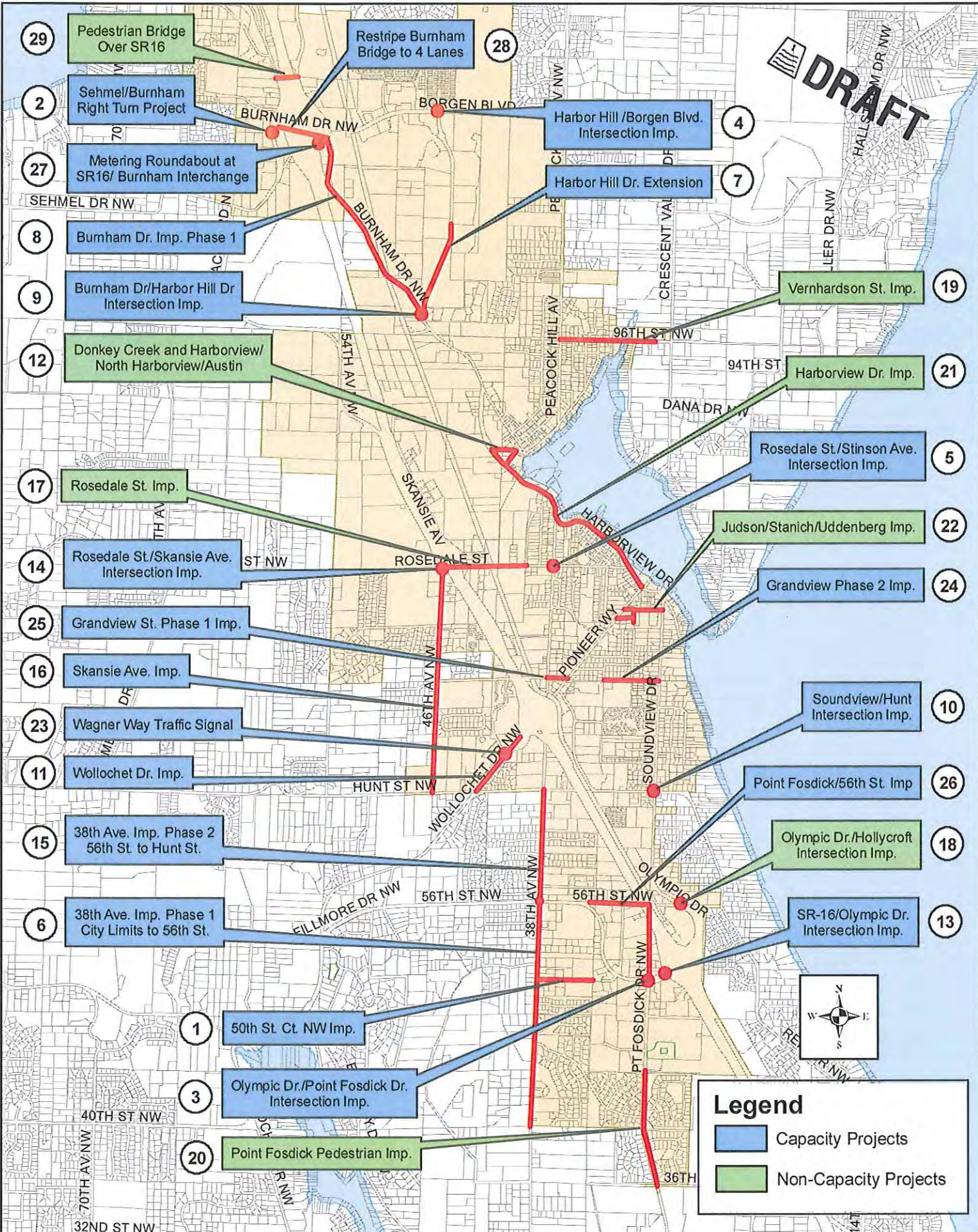
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1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
00	29	Pedestrian Bridge Over SR16 None from: _____ to: Pedestrian bridge over SR16 in the vicinity of the Burnham Drive Interchange. This project is in conjunction with restriping the Burnham Drive bridge to 4 lanes.	32	P	.5		PE	1/1/2017	Discretionary	500					500				500	CE	Yes
							Totals			500					500				500		
Grand Totals for Gig Harbor										3,877			7,510	19,126	30,513	6,000	3125	1,800	19,265		

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**6-Year Transportation Improvement Program
2012 - 2017**

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**6-Year Transportation Improvement Program
2012 - 2017**



Business of the City Council
City of Gig Harbor, WA

Subject: Planning Commission Work Program – Revised

Proposed Council Action: Approve revised Planning Commission work program to allow consideration of a text amendment to revise side yard setback requirements within Shoreline Districts.

Dept. Origin: Planning

Prepared by: Tom Dolan *TD*
 Planning Director

For Agenda of: December 12, 2011

Exhibits: N/A

Initial & Date

Concurred by Mayor: CLH 12/7/11
Approved by City Administrator: RSK
Approved as to form by City Atty: by e-mail
Approved by Finance Director: NA
Approved by Department Head: TD 12/7/11

Expenditure	Amount	Appropriation	
Required 0	Budgeted 0	Required	0

INFORMATION / BACKGROUND

The current Planning Commission 2011 work program was adopted in December of 2010. The Planning Commission has completed the review of several major work items in 2011 including the Shoreline Master Program Update, 2011 Comprehensive Plan Amendments, C-1 Building Size Review and Downtown Parking. The next work item on the Commission's work program is to review and make a recommendation on the interim ordinance allowing Cannabis Collective Gardens. After discussions with the City Attorney, it is recommended that the Planning Commission's consideration of the collective gardens ordinance be postponed for 3 months. This will require an amendment to the existing Interim Ordinance for Cannabis Collective Gardens passed earlier this year. It is anticipated that the Planning Commission's 2012 work program will be brought to you for adoption in February of 2012. In the interim, the Planning and Building Committee is recommending that the Planning Commission be directed to review side yard setback regulations in the City's Shoreline Districts. Staff has determined that the existing side yard setback regulations in our shoreline districts are not appropriate for multiple building developments on wide lots. It is anticipated that this relatively simple change can be reviewed by the Planning Commission quickly.

FISCAL CONSIDERATION

None.

COMMITTEE RECOMMENDATIONS

The Planning and Building Committee met on December 5, 2011 and voted to recommend that the Planning Commission's work program be modified to include consideration of a text amendment to potentially revise side yard setback requirements within Shoreline Districts.

RECOMMENDATION / MOTION

Approve the revised Planning Commission work program and direct the Planning Commission to review side yard setback requirements within Shoreline Districts.