

Gig Harbor City Council Meeting

**November 26, 2012
5:30 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, November 26, 2012 – 5:30 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes Nov. 13, 2012.
2. Correspondence / Proclamations: Pancreatic Cancer Awareness Month.
3. Liquor License Action: Change of Location: The British Connection.
4. Receive and File: a) Minutes of Budget Worksession I Nov. 5th; b) Minutes of Budget Worksession II Nov. 6th.
5. Resolution No. 917 – Surplus Property IT.
6. Maritime Pier Pump-Out - Washington State Parks Grant Agreement.
7. Second Reading of Ordinance No. 1251 – Amendment to Employee Bonds Requirement.
8. 2013 Addendum to Agreement for Legal Services.
9. Grandview Reservoir Repainting Project – Public Works Contract Award and Consultant Services Testing Contract.
10. Approval of Payment of Bills Nov. 26, 2012: Checks #71107 through #71198 in the amount of \$297,771.09.

PRESENTATIONS:

Pancreatic Cancer Awareness Month – Susan Frank.

OLD BUSINESS:

1. Second Public Hearing and Resolution No. 918 Amending the Development Agreement with Harbor Hill LLC.
2. Final Public Hearing and Second Reading of Ordinance No. 1252 - 2013 Proposed Budget.

NEW BUSINESS:

1. Public Hearing and Resolution No. 919 - Adoption of the Six-Year Transportation Improvement Plan.
2. Canterwood Cottages Annexation Petition.
3. First Reading of Ordinance – Maritime Pier Use.
4. Public Hearing and First Reading of Ordinance – 2012 Budget Amendment.

STAFF REPORT:

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Gig Harbor Tree Lighting Ceremony – Sat. Dec 1st at 5:00 p.m.
2. Planning / Building Committee: Mon. Dec 3rd at 5:15 p.m.

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – November 13, 2012

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

CALL TO ORDER: 5:32 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes Oct. 22, 2012.
2. Receive and File: Minutes of Council Worksession on SMP Oct. 22, 2012.
3. Liquor License Action: Application: Finholm Grocery.
4. Memorandum of Understanding with DNR for Removal of Invasive Vegetation at Ancich Park.
5. Contracts for Lobbying Services.
6. Resolution No. 913 – Sole Source Purchase of Equipment, Software, and Technical Support for Water Department SCADA System.
7. Resolution No. 914 – Sole Source Purchase of Equipment – Refurbished Stormwater Filter Cartridges.
8. Well No. 11 Production Well – Public Works Contract Award.
9. Second Reading of Ordinance – 2012 Comprehensive Plan Amendments.
10. Burnham Drive/Borgen Blvd. Roundabout Ramp Metering Project – Consultant Services Contract.
11. 2013 A/C Water Main Surveying – Consultant Services Contract.
12. Donkey Creek Restoration & Transportation Improvements Project – Public Works Contract Award.
13. Approval of Payment of Bills Nov. 13, 2012: Checks #70959 through #71106 in the amount of \$1,668,596.90.
14. Approval of Payroll for the Month of Oct.: Checks #6771 through #6786 and direct deposits in the amount of \$322,572.05.

MOTION: Move to adopt the Consent Agenda as presented.
Ekberg / Young – five voted yes. Councilmember Perrow abstained from voting due to a conflict of interest on item number 12.

OLD BUSINESS:

1. Public Hearing – Interim Ordinance No. 1248 – Development Regulations for FEMA Designated Special Flood Hazard Areas. Planning Director Tom Dolan explained the requirement to hold a public hearing on the interim regulations adopted in September. He said that the permanent ordinance would be back before Council after the first of the year.

Mayor Hunter opened the public hearing at 5:35 p.m. No one came forward to speak and the hearing closed.

City Attorney Angela Belbeck noted that the purpose of the public hearing was to accept public testimony. Because there was none, no further action would be required.

NEW BUSINESS:

1. Public hearing on 2013 Revenue Sources. Finance Director David Rodenbach explained that this public hearing was required in order to adopt the 2013 property tax levies. He said that revenue sources are very similar to the past two years, and gave an overview of the information on the spreadsheet in the packet.

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

2. Resolution No. 915 - 2013 Property Tax Levy and Resolution No. 916 - 2013 Excise Property Tax Levy. Mr. Rodenbach then presented information on the planned 2013 regular property tax levy collection and the excess levy to purchase the Eddon Boat property.

MOTION: Move to adopt Resolution No. 915 adopting the Regular Property Tax Levy.
Young / Malich – unanimously approved.

MOTION: Move to adopt Resolution No. 916 adopting the Excess Property Tax Levy.
Young / Malich – unanimously approved.

3. First Public Hearing and First Reading of Ordinance - 2013 Proposed Budget. Finance Director Rodenbach commented that the 2013 Budget is a continuation of the 2012 budget. He said that there were few cuts made and that all project were able to be funded. He presented a brief overview of the funds and proposed staffing changes.

Mayor Hunter opened the public hearing at 5:46 p.m. No one came forward to speak and the hearing closed.

Councilmember Young requested an alternative to the Administrative Receptionist whether it be at the market salary rate and at a half or part-time position. He said he would wait until the city administrator returns in order to further justify the position at the proposed rate and salary level.

4. First Reading of Ordinance – Amendment to Employee Bonding Requirements. City Attorney Angela Belbeck explained that in the past the city relied upon its errors and omissions coverage for employee bonding, but recently found out that separate bonds for the Police Chief, Finance Director, and City Clerk are required to satisfy the RCWs. She said that this ordinance establishes an amount as required by the bonding company. This will return on the Consent Agenda at the next meeting.

5. First Public Hearing – Amendment to the Development Agreement with Harbor Hill LLC. Planning Director Tom Dolan presented this proposal to amend the Harbor Hill Development Agreement to enlarge one of the parcels, allow retirement uses in this enlarged portion, update the phasing plan, allow modification of the approved preliminary plat and PRD without submission of a new plat/PRD application, and to allow development of the enlarged parcel to receive site plan and design review approval prior to final plan of the parcel. He explained that is the first of two public hearings required to consider amending the development agreement.

Mayor Hunter opened the public hearing at 6:53 p.m.

John Chadwell, OPG – 11505 Burnham Drive NW. Mr. Chadwell first introduced Lisa Hardy, CEO from Emerald Communities. He then explained that these amendments would provide the flexibility intended in the original agreement to move things around as the development market changes. He said that the expanded parcel would allow the retirement community to be built at the same density, but with three stories rather than five.

Lisa Hardy, Emerald Communities - 176 Circle, Redmond, Washington. Ms. Hardy briefly described the Emerald Heights Retirement Community in Redmond, which they wish to replicate here. She said they are excited to be a part of Gig Harbor. She then addressed Council questions regarding density, services, and public transportation.

There were no further public comments and the Mayor closed the public hearing at 6:04 p.m.

STAFF REPORT: None.

PUBLIC COMMENT:

Ted Franco – 7821 Insel Avenue. Mr. Franco voiced concern with the Donkey Creek bid award and process. He said that the second low bidder, Quigg Brothers, submitted a protest letter and asked why this letter wasn't taken into consideration.

City Attorney Angela Belbeck responded that the bid protest letter came in three and one-half weeks after the bid opening; the requirement to protest a bid award is two days. Therefore, the protest came too late in the process for consideration.

Bob Roberts – 3305 Emerald Lane. Mr. Roberts voiced his concern with the group that sits outside the post office at a table with photos of President Obama with a Hitler mustache. He said he asked them to take the photos down but was met with name calling. He said he became angry and responded by pushing their table over, and the police were called. He explained that he has Jewish background and his wife lived in Denmark when the Nazis invaded. He stressed that what this group outside the post office is doing is more than free speech and it's too much for him to bear. He asked for solutions, saying the city should make a statement condemning hate in public places.

Councilmember Malich agreed and offered Mr. Roberts his sympathy, while explaining that there is very little that the city can do. Councilmember Perrow said that he no longer patronizes businesses where this group sets up.

MAYOR'S REPORT / COUNCIL COMMENTS:

Mayor Hunter reported that another eight houses have been permitted, and Chase Bank is remodeling their buildings. He said that the Building and Planning Departments are really busy.

Councilmember Young said that Pierce Transit's Proposition No. 1 probably won't pass, and there will be discussions on how to handle the cuts in service. He asked Councilmembers if they have any comments or ideas to share, to let him know before he attends the upcoming meetings. He said some of the cuts will be immediate; others will be implemented later on.

Councilmember Payne reported that the Flood Control Zone District Board voted 5-2 to accept a budget based upon a \$.10 per \$1,000 valuation tax rate increase. He explained that that would

result in a 8.5 million 2013 budget, and they will make assessments to determine future increases. He commented that they are authorized to assess up to \$.50 per \$1,000; and there will be funds available for projects in communities like ours.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Operations Committee: Thu. Nov 15th at 3:00 p.m.
2. Civic Center closed Thu. Nov. 22nd and Fri. Nov. 23rd for Thanksgiving Holiday.
3. Boards and Candidate Review Committee: Mon. Nov. 26th CANCELLED

ADJOURN:

MOTION: Move to adjourn at 6:18 p.m.
Malich / Perrow – unanimously approved.

CD recorder utilized: Tracks 1002 – 1021

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, in 2012, an estimated 43,920 people will be diagnosed with pancreatic cancer in the United States and 37,390 will die from the disease;

WHEREAS, pancreatic cancer is one of the deadliest cancers, is the fourth leading cause of cancer death in the United States, and is the only major cancer with a five-year relative survival rate in the single digits at just six percent;

WHEREAS, when symptoms of pancreatic cancer present themselves, it is usually too late for an optimistic prognosis, and 74 percent of pancreatic cancer patients die within the first year of their diagnosis while 94 percent of pancreatic cancer patients die within the first five years;

WHEREAS, of all the racial/ethnic groups in the United States, African Americans have the highest incidence rate of pancreatic cancer, between 34 percent and 70 percent higher than the other groups;

WHEREAS, approximately 810 deaths will occur in Washington in 2012;

WHEREAS, there is no cure for pancreatic cancer and there have been no significant improvements in survival rates in the last 40 years;

WHEREAS, the Federal Government invests significantly less money in pancreatic cancer research than it does in any of the other leading cancer killers; and pancreatic cancer research constitutes only approximately 2 percent of the National Cancer Institute's federal research funding, a figure far too low given the severity of the disease, its mortality rate, and how little is known about how to arrest it; and

WHEREAS, the Recalcitrant Cancer Research Act (S. 362/H.R. 733), (formerly the Pancreatic Cancer Research & Education Act) requires that the National Cancer Institute develop a strategic plan for combating pancreatic cancer; and other lesser known cancers where the 5 year Survival rate is less than 50%.

WHEREAS, the Pancreatic Cancer Action Network is the first and only national patient advocacy organization that serves the pancreatic cancer community in Gig Harbor, WA, Pierce County and nationwide by focusing its efforts on public policy, research funding, patient services, and public awareness and education related to developing effective treatments and a cure for pancreatic cancer;

WHEREAS, the Pancreatic Cancer Action Network and its affiliates in Gig Harbor, WA, Pierce County support those patients currently battling pancreatic cancer, as well as to those who have lost their lives to the disease, and are committed to nothing less than a cure;

WHEREAS, the good health and well-being of the residents of Gig Harbor, WA, Pierce County are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes, and effective treatments;

NOW, THEREFORE, I, Charles Hunter, Mayor of the City of Gig Harbor, do proclaim the month of November, as

Pancreatic Awareness Month

and encourage and call upon the Washington Federal Delegation to pass the Recalcitrant Cancer Research Act (S. 362/H.R. 733). In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 26th day of November, 2012.

Mayor, City of Gig Harbor

Date



PANCREATIC CANCER ACTION NETWORK®
ADVANCE RESEARCH. SUPPORT PATIENTS. CREATE HOPE.

www.pancan.org | 877.272.6226

It is Time to Pass *the Pancreatic Cancer Research & Education Act* *(S. 362/H.R. 733)*

We're Not Making Progress on pancreatic cancer and the consequences are deadly.

- Pancreatic cancer is one of the deadliest cancers and is one of the few cancers for which survival has not improved substantially in more than 40 years. Of the major cancers, pancreatic cancer has the lowest five-year relative survival rate.^{1, 2}
- The National Cancer Institute (NCI) needs a long-term and comprehensive strategic plan to make progress on this deadly killer.
- Given the research discovery timeline and the significant projected increase in pancreatic cancer cases by the year 2030, nothing less than dramatic action is required to address pancreatic cancer.

We Need to Step Up the investment in pancreatic cancer research.

- Last year, the Pancreatic Cancer Action Network issued its report "Pancreatic Cancer: A trickle of federal funding for a river of need" that demonstrates a serious lack of federal resources allocated to pancreatic cancer research. Among the report findings was that two to almost five times as many R grants were awarded to the other top-five cancer killers than to pancreatic cancer. An analysis of the FY2010 and FY2011 funding shows little change.
- In FY2011, NCI allocated just 2.3% percent of its \$4.3 billion research budget for pancreatic cancer. By contrast, lung, colon, breast, and prostate cancers received 6 to 14.2 percent of the NCI budget or 2.6- to 6.2-fold more NCI funding than pancreatic cancer.³ With proper funding, research advances follow.
- In FY2011, similar to FY2010, the NCI funded nearly 6,500 research grants, contracts, and intramural research projects across all forms of cancer, but only 286 (4.4%) were relevant to pancreatic cancer.³
- The NCI funds significantly fewer pancreatic cancer researchers at any funding level compared to the other top-five cancer killers. In 2011, only 353 pancreatic cancer researchers were funded, compared to 1,486 breast cancer researchers, 827 prostate cancer researchers, 873 lung cancer researchers, and 813 colorectal cancer researchers.³
- NCI funded only 40 U cooperative grants for pancreatic cancer in FY2011 but 5 to 7.5 times as many for the other top-five cancer killers and 4.6 to 12.2 times as much funding for the other top-five cancer killers.³
- Only 3.6 percent of the NCI's 2011 training awards for new and established investigators (K, F, and T awards) had relevance to pancreatic cancer.³ These grants are critical to mobilizing young scientists to study the disease. Given the lack of funding for pancreatic cancer research, senior scientists from other areas of biomedical and cancer research do not have the incentive to apply their knowledge to this disease.
- Of the researchers who received NCI funding specifically for pancreatic cancer research, only 36 received grants of \$500,000 or more, a level appropriate for senior scientists. By comparison, this level of funding was awarded to 252 researchers in breast cancer, 111 in prostate cancer, and 121 in colorectal cancer.³ The positive survival trends in these other cancers strongly suggest that these larger grants are necessary to further progress and attract more investigators.

We Need a Unique and Targeted approach to studying this disease.

- Pancreatic tumors are different than many other tumors. The cellular composition of the tumors is different and therefore specialized research techniques must be applied.
- Because of the wide geographic dispersion of relatively few pancreatic cancer patients, few individual medical centers treat a sufficient numbers of patients to conduct statistically significant research.
- Furthermore, because few patients qualify for surgery and most patients die quickly after diagnosis, scant pancreatic cancer tissue is available for research.
- Additionally, many patients who might consider a clinical trial are too sick to do so or die before they can enroll.
- These obstacles can be overcome, but require a concerted effort by the NCI to develop a specific strategic plan to address these and other challenges in pancreatic cancer research in addition to an infusion of targeted research funding.



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The *Pancreatic Cancer Research & Education Act* is the solution.

This legislation would create a path for true progress on pancreatic cancer by better targeting research, developing a cadre of committed scientists, and promoting physician and public awareness. It would also require accountability for these efforts. The legislation is based on the *National Plan to Advance Pancreatic Cancer Research*, a report developed by the Pancreatic Cancer Action Network's Scientific Advisory Board. The bill has four key components.

Developing a Strategic Plan for Pancreatic Cancer Research

- The bill does not dictate how the NCI should conduct pancreatic cancer research. Instead, it calls for a strategic plan to be created every five years under the direction of the Health & Human Services (HHS) Secretary and in consultation with the Directors of the National Institutes of Health (NIH), the NCI, and the Centers for Disease Control and Prevention (CDC), as well as a new Interdisciplinary Pancreatic Cancer Coordinating (IPCC) Committee comprising pancreatic cancer research experts, early career pancreatic cancer investigators, and a pancreatic cancer advocate.
- The NCI-directed long-term and comprehensive five-year strategic plan would detail the needs for the conduct and support of pancreatic cancer research and awareness activities. To improve accountability, the plan would be submitted to the HHS Secretary and published on the agency's website.
- Annually, the Secretary would submit a report to Congress that identifies the steps taken to implement the recommendations in the strategic plan.

Establishing a Cancer Research Incubator Pilot Project for the Deadliest Cancers

- A new five-year grant pilot project would be created at the NCI specifically for research into the deadliest cancers, defined as those with five-year survival rates below 50 percent. The initial phase would include pancreatic cancer. Following the initial phase, the Secretary would submit a report to Congress evaluating the program and making recommendations for continuation and/or expansion into other cancers that meet the criteria.

Strengthening and Expanding Centers of Excellence for Pancreatic Cancer

- The legislation builds on the Specialized Programs of Research Excellence (SPORE), a program created by Congress in the 1990s specifically for breast and prostate cancer. SPORE was expanded in the last several years to not only provide increased opportunities for research into these cancers, but to also offer some limited research opportunities for pancreatic and other cancers.
- The legislation calls for the designation of at least two additional pancreatic cancer SPOREs.

Promoting Physician and Public Awareness

- The legislation calls for the NIH and CDC, in collaboration with patient advocacy organizations, to develop a toolkit for patients and a program to educate primary care providers about pancreatic cancer.

What We Are Asking from Congress

The *Pancreatic Cancer Research & Education Act* was first introduced five years ago. In that time, more than 181,000 Americans have died from this terrible disease. We need Congress to act, just as they have for breast cancer, Alzheimer's, autism, and other diseases, to ensure that there is a long-term and comprehensive national strategic plan that addresses the research needs for pancreatic cancer. *The Pancreatic Cancer Research & Education Act* calls on the NCI to focus on improving outcomes for cancers with poor survival rates. It is a vehicle for ensuring that we invest our scarce research dollars in the areas where progress is needed most.

The Pancreatic Cancer Action Network calls on the 112th Congress to give current and future pancreatic cancer patients a fighting chance by:

- Passing the *Pancreatic Cancer Research & Education Act* (S. 362/H.R. 733).
- Ensuring that the NCI has sufficient funding to allow for progress in diseases like pancreatic cancer by supporting continued growth in the NCI budget for FY2013.

¹ American Cancer Society. *Cancer Facts & Figures 2012*. Atlanta: American Cancer Society; 2012.

² Major cancers are defined as those tracked by both the American Cancer Society and NCI.

³ NCI Funded Research Portfolio, <http://fundedresearch.cancer.gov> (Accessed May 2012). Funding statistics exclude extramural support and payments with no grant mechanisms specified because they represent NCI administrative costs, not research, as well as projects with ≤ \$1 in NCI relevant funding because they are insignificant.



NOTICE OF LIQUOR LICENSE APPLICATION

RETURN TO:

WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov
DATE: 11/08/12

TO: MOLLY TOWSLEE, CITY CLERK

RE: CHANGE OF LOCATION APPLICATION
from THE BRITISH CONNECTION
3200 TARABOCHIA ST
GIG HARBOR WA 98335-1153

APPLICANTS:

THE BRITISH CONNECTION INC

License: 084437 - 1U County: 27
UBI: 603-100-101-001-0002
Tradenam: THE BRITISH CONNECTION
New Loc: 4916 POINT FOSDICK DR NW #B
GIG HARBOR WA 98335-1713

BENNETT, LIZABETH A 1963-10-23
BENNETT, MICHAEL J 1941-06-12
BENNETT, NEIL A 1966-04-16
BENNETT, PAMELA 1941-10-02

Phone No.: 253-509-0474 NEIL BENNETT

Privileges Applied For:
GROCERY STORE - BEER/WINE

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

- 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 5, 2012
TIME: 5:30 p.m.
LOCATION: Community Rooms A & B
SCRIBE: Molly Towslee, City Clerk
MEMBERS PRESENT: Mayor Hunter, Councilmembers Kadzik, Payne, Malich, Perrow, Young and Ekberg. Councilmember Guernsey was absent.
STAFF PRESENT: Barb Tilotta, David Rodenbach, Jenn Kester, Tom Dolan, Paul Rice, Kay Johnson, Stacy Colberg, and Molly Towslee.

INTRODUCTION

Mayor Hunter opened the meeting and after roll call, turned the meeting over to Finance Director, David Rodenbach to begin the overview. He gave a brief introduction and explained that a list of significant changes to the draft budget had been listed on a separate sheet and passed out.

REVENUES SUMMARY

Economic Assumptions for the General Fund:

- 5% increase in sales tax over 2012
- Large refund levy – St. Anthony's Hospital
- Additional 100 ERUs to be issues in 2013
- Development Fee increases

SALARY RANGE ADJUSTMENTS / STAFFING REQUESTS

- 2.7% COLA based on the June CPIW
- Public Works Director
- Public Works Community Development Assistant
- Human Resources Analyst
- Administrative Receptionist

DISCUSSION / RECOMMENDATION

1. Reinstate meaningful, Quarterly Performance Measures reports for Public Works, Planning and Building.
2. HR Analyst - answers to City Administrator. Not a department head position.

3. Need for Administrative Receptionist. Explored other options: volunteer, kiosk out front? Determined not suitable due to the need for accuracy and consistent coverage during vacation/training/ sick leave. Some reservations on such a high salary range; possibly create a lower range position and part-time rather than full-time. Interruptions: are they phone or in-person. Consider VOIP for handling phone lines, touch-screen kiosk for directional help, and an easier to navigate website.

GENERAL FUND

NON-DEPARTMENTAL

- Insurance coverage 2013 only 1% increase.
- Fire Inspection Program – continue work with Fire District No. 4.

DISCUSSION / RECOMMENDATION

1. Concern with fire inspections done without prior notification and PCFPD #5 not acting respectful of business owner's time. Perhaps a letter should go out in advance alerting business when the inspection will be held and what they will be looking for.
2. Any amendment of parameters of inspection could result in higher cost for the program.
3. Question on transfer of \$80,000 to Strategic Reserve fund? Reflects yearly contribution.

COURT

Court Administrator Stacy Colberg explained that this budget maintains what's already in place. She highlighted:

- Emphasis on Community Outreach
- Court Security

DISCUSSION / RECOMMENDATION

1. Continue to address security concerns
2. Explore youth peer court program

ADMINISTRATION / FINANCE

DISCUSSION / RECOMMENDATION

Main Street Program:

1. Were the 2012 deliverables completed? There is an economic study to go along with the branding effort.
2. Is the program worth the \$20,000 the city has invested? The program provides organization for events, but it's a judgment call for the city whether to continue.

3. Branding presentation was impressive. Make sure that Marketing personnel are included in branding discussions.
4. Mainstreet should be more proactive to draw business downtown in order to attract people. This on professional businesses to locate down town.
5. The efforts mirror what our own Marketing Department is doing.
6. Needs to be more proactive.
7. Need a product to sell and need to be able to re-develop which requires work on the city's end.
8. Quality of program is thin.

INFORMATION SYSTEMS

IT Manager Kay Johnson gave an overview:

- Upgrade network hubs at the WWTP and City Shop.
- Would also like to upgrade phone system
- Backup System – much more sophisticated.
- Use cloud technology for backups.

No discussion or recommendations.

PLANNING

Planning Director Tom Dolan said there is lots of activity coming and gave an overview of projects. Capital Outlay:

- Upgrade computer monitors to facilitate electronic review of permits.

BUILDING / FIRE SAFETY / EMERGENCY MANAGEMENT

Building / Fire Safety Director Paul Rice explained that there are no Capital Outlay requests in 2013 and explained that the largest projects in 2013 are Code Updates.

- Energy Conservation Code
- Historical Structures Code
- Investigation / Inspection Program
- Palladin Portal management module.
- Grant for electronic plan review.

DISCUSSION / RECOMMENDATION

1. The Investigation / Inspection Program is working very well. They have included prevention training as well. The reason a pre-investigation letter is not sent is because they fit the inspections into their regular workday. There have been great results with no other complaints. Compliance is great.

2. Over 1,000 active permits at this time. Able to handle due to quality staff.
3. 5000 inspections anticipated with Harbor Hill development coming.

Mayor Hunter talked about the transition in the building department. He said that we cut staff way back and now need to expand to keep up with the workload.

There were no further comments; the worksession adjourned at 6:54 p.m.



GIG HARBOR CITY COUNCIL BUDGET WORKSESSION MINUTES

DATE: November 6, 2012
TIME: 5:30 p.m.
LOCATION: Community Rooms A & B
SCRIBE: Molly Towslee, City Clerk
MEMBERS PRESENT: Mayor Hunter, Councilmembers Ekberg, Young, Perrow and Malich.
STAFF PRESENT: Councilmembers Guernsey, Payne, and Kadzik were absent. David Rodenbach, Barb Tilotta, Mike Davis, Laureen Lund, Steve Misiurak, Emily Appleton, Jeff Langhelm, Marco Malich, Darrell Winans, and Molly Towslee.

INTRODUCTION

After roll call, Mayor Hunter asked staff to begin.

POLICE DEPARTMENT

Chief Davis gave a brief overview of the 2013 Objectives and Operations:

- Sergeant's promotional test
- Specialized Services for Pierce County Sheriff
- Update mobile dispatch computers (3)
- Upgrade tazers (3)
- Upgrade desktop computers (5)
- Re-establish relationship with Dept. of Emergency Management
- KGHP contribution
- Purchase patrol vehicles (2)

DISCUSSION / RECOMMENDATION

1. Patrol vehicles: two high mileage cars need replaced. Old vehicles will be used for pool backups. Hybrids aren't functional. Pool vehicles will be rotated and surplus after two years. Dodge Chargers fit the necessary requirement for size, gas mileage, and affordability.
2. Narrow band communication conversion – paid for by the approved tax. County first to be fitted, agencies next in line.

MARKETING

Marketing Director Laureen Lund said that the 2012 Budget was comparable to 2012.

- Continue support to the Tacoma Convention and Visitors Bureau

- Support to the Tacoma Sports Commission

DISCUSSION / RECOMMENDATION

1. Sports Commission “has it together” with tangible events and tracking. Hope support increases as it pays off.
2. Concern voiced with the “Nations Trade Show” in 2012. Only able to purchase one table at each location, hoping for a representative from each major property at each show.
3. Hotels did very well in September; hoping the trend continues. May be a direct result of the budget amendment allowing more money to be spent on advertising. Big campaign begins on Comcast / NW Cable News tomorrow.

PUBLIC WORKS / ENGINEERING

STAFF ADJUSTMENTS:

Reinstate the Public Works Director Position. David Rodenbach reported that in the last three years, the city has had 34 million in Capital Projects. In 2013, 21 million is budgeted and possibly 20 million in 2014. The request for a Public Works Director is because of a need for someone to head the department and run the Capital Projects. This position would oversee Operations, the WWTP, and Engineering. Some of the things the person in this position would do:

- Coordinate and choreograph projects
- Free the Ops Superintendent and WWTP Superintendent to focus on managing their departments
- Ensure efficiencies of economy and scale
- Update policies and procedures, and facilitate future planning
- Provide outreach to other agencies

Community Development Assistant:

- Need to solidify the existing, temporary position
- Associated with extensive grant reporting function - field recordation, documentation, etc.
- Document Capital Projects
- Assist in grant writing
- Quarterly reports

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

DISCUSSION / RECOMMENDATION

1. Request to replace the aged anti-icing truck.
2. Concern that the movie in the park program is stretching staff and opportunities for another organization to run. In addition, it's not a core function of the city, and the events are too close to the street causing a safety concern. Response: No general funds used for this program and seasonal help and COPs volunteers are

used for clean-up and crowd control. It's a valuable program that makes the city look good and helps some of the merchants. The sponsors participate because it's a well-organized program. Mistake to give up.

3. Why no money budgeted for the Maritime Gig? Not a city function; contribution is through staff time.
4. Wilkinson Farm Tree Removal. Should be done by December, with wood donated to charitable organization and chipped wood going to the garden, planter strips, and trails.
5. Cushman Trail Pin-pile Inspections done every 3-5 years. Consultant hired due to structural complexity. Same will need to be budgeted when the new Cushman Trail Expansion Project is completed.
6. Request from Gig Harbor Arts Commission to reinstate the grant program. Decided that Council is reluctant to reinstate at this time. Would rather see funding for Capital Public Art projects reinstated first.

PARKS DEVELOPMENT DIVISION

DISCUSSION / RECOMMENDATION

- Does Eddon Boat Expansion Parcel Acquisition qualify for HBZ funds? Concern over any park improvements showing up on the HBZ list. Recommendation to remove that reference in budget.
- Basketball court & Public works shop – bid out these types of jobs whenever possible rather than having the public works staff do the work? Crew takes great pride in doing these types of projects. Continue to support our crew.
- Metal building for shop from the Historical Society; what will we get? Metal framework is sound.

STREET OPERATING

DISCUSSION / RECOMMENDATION

1. Pay close attention to street trees species to avoid further sidewalk damage.
2. Pavement replacement and repair has received great reviews.
3. Move toward LED rather than electric bulb for street lights and dock lights to save on maintenance and power. City working on replacement credits from Peninsula Light Company.
4. Consultant to do overview of the non-motorized facilities plan, then the city will complete the plan in-house.

STREET CAPITAL

DISCUSSION / RECOMMENDATION

1. Point Fosdick Sidewalk Gap Improvement and 38th Avenue Street Improvement projects. Both projects are on the Public Works Trust Fund list, but insufficient funding to complete. City cannot afford the 38 million debt service at this time,

but should have the design in place so it will be attractive for grants. Mayor to talk to Pierce County regarding future participation.

2. City has TIB Funding for the Rosedale Street project. Discussion on HBZ funding for this project as the pedestrian improvements would gain full capacity from the existing two lane roadway.

WATER OPERATING

DISCUSSION / RECOMMENDATION

1. Correction to the seasonal hires on this page; the cost should be carried throughout all funds.

WATER CAPITAL

DISCUSSION / RECOMMENDATION

1. Amount on Well#11 reduced because bids came in substantially lower, and the engineering was taken out of the budget.
2. Annual water rights advocate contract has been reduced because we aren't receiving same help as in the past; they are still working with USGS and will need to continue two years beyond 2013. As wells are drilled and the city goes through the process to obtain water certificates, the consultant will help update the comprehensive plan. In addition, consultant is helping with fire hydrant legislation challenged by the Supreme Court. Will schedule consultant to come and present an update to Council.
3. Reclaimed Water Phase II is a carry-over from 2012.

WASTEWATER OPERATING WWTP Supervisor Darrell Winans presented.

DISCUSSION / RECOMMENDATION

1. Emphasis on collection system repairs.
2. Seasonal hire split in order to help roof-cleaning, landscaping, flagging, line cleaning, painting, and leaf removal in late fall.

WASTEWATER CAPITAL

DISCUSSION / RECOMMENDATION

1. Councilmember Malich voiced his objection over the Bujacich Lift Station. Developer contributions discussed.

STORMWATER OPERATING

DISCUSSION / RECOMMENDATION

1. NPDES Phase II Stormwater Permit; delayed to December 31, 2016. GAP analysis was going to be done in 2013, but propose to delay and use the funds

for other reimbursable DOE studies. The narrative will change before ordinance comes up for adoption.

2. Ditch cleaning is performed on needed areas throughout city.
3. Garr Creek status: other things taken priority so pushed this multi-million dollar project out to some future budget. Some improvements done and crew will keep an eye on it.

STORMWATER CAPTIAL

DISCUSSION / RECOMMENDATION

1. Donkey Creek contract coming to council at next Council meeting.
2. Request to refer to this project as both Donkey Creek Daylighting AND Austin Street Improvements to show that the HBZ Funds are being used for transportation improvements.

There were no further comments; the worksession adjourned at 7:13 p.m.



Business of the City Council
City of Gig Harbor, WA

Subject: Resolution – Surplus Equipment

Dept. Origin: Information Services

Proposed Council Action:

Prepared by: Heidi Othman

Adopt Resolution No. 917
Surplusing this city-owned equipment.

For Agenda of: November 26, 2012
Exhibits:

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

[Handwritten signatures and dates: 11/19/12, 11/13/12, 11/12/12]

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

INFORMATION / BACKGROUND

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

FISCAL CONSIDERATION

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

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt Resolution No. 917 surplusing this city-owned equipment.

RESOLUTION NO. 917

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

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 #	Assets #.
Dell Optiplex 280 Dell Precision 650 Dell Optiplex 280 Dell Precision Laptop M60 Dell Latitude Laptop D60 Dell Precision Laptop M50 Dell Precision 340 Dell Precision Laptop M2300 Gateway Solo 5300 Laptop Gateway Docking Station	1 1 1 1 1 1 1 1 1 1	FS6VT61 368NK2T 42QQB71 21GHR61 2P9YLD1 47TLK21 5cjQ021 H0BXGF1 0022160221 or BGB00532213 HD600471382	01222 01033 01249 01206 01535 01049 00225 01584
<p><u>Miscellaneous Items:</u></p> Sharp Calculator EL-2630G II OneTouch 9420 USB Scanner Dell Docking Station Dell Docking Station	1 1 1 1	90036655 047B000345D1 CN-DUC795-42940-76c-00x0 OHD026-48643-7AB-3327 OHD062-48643-77J-2592	

	Printers			
	HPLJ 4000	1	USMB013418	00560
	HPOJ j5780 All-in-One (AIO)	1	CN715BF1G7	01470
	HPOJ 4500 AIO	1	CN05DF7110	01834
	Brothers MFC 5860n	1	U61S91J6F915348	01524
	Brothers MFC-5860cn	1	U61591C7F851376	01554
	HPOJ 8500A	1	CN0CNBK1CJ	01872
	Damaged Keyboards	5		
	Damaged Speaker	2		
	Dead UPS's	4		
	Miscellaneous box of cables and wires			

PASSED ON THIS 26 day of November, 2012

APPROVED:

MAYOR CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 11/13/12
PASSED BY THE CITY COUNCIL: 11/26/12
RESOLUTION NO. 917



Subject: Grant Agreement with the Washington State Parks and Recreation Commission (WSPRC) for Maritime Pier year-round pump-out

Proposed Council Action: Approve and authorize the Mayor to execute the Grant agreement with the WSPRC for Maritime Pier year-round pump-out in an amount not to exceed \$64,638.00.

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton Special Projects

For Agenda of: November 26, 2012

Exhibits: Agreement

Concurred by Mayor: Initial & Date
Approved by City Administrator:
Approved as to form by City Atty:
Approved by Finance Director:
Approved by Department Head:

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and values: \$64,638, see Fiscal below, \$64,638 in 2013

INFORMATION / BACKGROUND

The Maritime Pier is a new public facility in the heart of downtown Gig Harbor. It will provide limited loading/ unloading use of the 152-ft drive-aboard pier for commercial fishing vessels, and pick-up/drop-off access from the 12-ft x 40-ft float and 80-ft ADA compliant ramp for the public at large.

This year, a Clean Vessel Sewage Disposal Facility Grant was awarded by the Washington State Parks and Recreation Commission. It will fund the purchase and installation of the first "year-round" pump-out equipment for public use in Gig Harbor that will be located at the new Maritime Pier.

FISCAL CONSIDERATION

This is a reimbursement grant that will be identified in the 2013 Budget and expensed the same year (next year). The Grant will fund up to 75% of the \$122,321.00 project that includes partial float construction, engineering, signs, maintenance, public works coordination and pump-out equipment.

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION / MOTION

Move to: Approve and authorize the Mayor to execute the Grant Agreement with the Washington State Parks and Recreation Commission (WSPRC) for the Maritime Pier Pump-Out Project.

**WASHINGTON STATE PARKS AND RECREATION COMMISSION
CLEAN VESSEL SEWAGE DISPOSAL FACILITY GRANT
PROJECT: MARITIME PIER PUMPOUT GRANTEE: CITY OF GIG HARBOR
GRANT No. CV 113-218**

The Washington State Parks and Recreation Commission, herein referred to as Commission, and City of Gig Harbor, herein referred to as Project Sponsor, do hereby enter into the following Boat Sewage Disposal Facility Grant agreement.

This grant document provides funding for the installation of boat sewage disposal equipment and operation and maintenance thereto as set out in the following terms and conditions, not otherwise appearing in statutes or regulations.

Project Sponsor shall install a boat sewage disposal facility and may subsequently request funds for operations and maintenance costs of the facility in accordance with the requirements of this grant construction document and all applicable state and Federal laws.

TERM

The term of this agreement shall be from the date last signed below for a period of two (2) years in order to accommodate the below construction activity, unless earlier terminated as provided for herein.

SCOPE OF WORK

Activity to be completed:

- Purchase and install a pumpout on the City of Gig Harbor's new maritime pier at 75% funding from CVA grant program

Project Sponsor shall complete the approved construction activities within a twelve (12) consecutive month period as a term of the acceptance of this construction grant. If the work is not satisfactorily completed within a twelve (12) month period, Project Sponsor will be in breach and Commission may, at its discretion, rescind the grant and require repayment of any grant funds already disbursed to Project Sponsor.

Commission may extend this construction period if, in its opinion, Project Sponsor has demonstrated in writing, a satisfactory showing of extenuating circumstances. Commission has the absolute right to accept or reject any request for additional time without any appeal rights for Project Sponsor.

Work will be considered complete, only when the following conditions are met:

- The activities and facilities described in the Scope of Work and this grant document are installed, functional and ready for use;
- On-site signs are in place; and
- Appropriate proof has been provided to Commission or an inspection by Commission or designee has been made.

FUNDING

Commission will reimburse Project Sponsor for eligible activities only after Commission has accepted the work. The total reimbursement from Commission shall not exceed **Seventy-Five percent (75%)** from all eligible activities which shall not exceed the award amount of **Sixty-Four Thousand, Six Hundred Thirty-Eight, and No/100ths Dollars (\$64,638.00)**. Reimbursement

shall not be unreasonably withheld.

Project Sponsor agrees that as part of the requirement for reimbursement, Project Sponsor shall contribute matching funds of no less than **Twenty-Five percent (25%)** of the total project cost.

Matching funds provided by Project Sponsor on this grant may be in cash, in-kind, or volunteer time, but they must fall within the scope of the list of Eligible Expenses as identified below.

Eligible Expenses (including but not limited to):

- Engineering fees;
- Project administration/coordination;
- Equipment as identified above in the Scope of Work;
- All applicable taxes and freight charges;
- Costs associated with installation of signs;
- All project-related permits and inspections fees as required by local, state, and Federal regulation, and final inspection of the facility by the local health department or department with jurisdiction to approve the operation of the facility;
- Shore works, pilings, and floats;
- Other items as deemed by Commission to be necessary to complete the Project.
- Operation and Maintenance activities, which include:
 1. Staff time to operate, repair, and maintain the equipment;
 2. Administrative time;
 3. Cost of parts, supplies, and materials directly related to care of the equipment;
 4. Costs of utilities to operate and maintain the equipment or costs of removal of sewage to treatment plant;
 5. Other items as deemed by Commission to be necessary.

Prior Costs

Commission will not reimburse Project Sponsor for any costs incurred prior to the effective date of this grant except for approved:

- Environmental permits, including the Substantial Development Application;
- Permits which must be complete prior to beginning construction;
- Preliminary engineering costs to design and add a project to marina, if needed.

Construction and Installation

For new construction and installation projects, Project Sponsor shall provide Commission with complete Plans and Specifications as applicable and a map showing the location of the Marina and specific latitude and longitude at the center of the Marina Harbor.

Cost Increases

Cost overruns are the responsibility of Project Sponsor and must be borne by Project Sponsor. Approval of any additional fund increases to address cost increases will be awarded solely at Commission's discretion. The grant agreement must be amended in writing and signed by both parties before any reimbursements for any approved increased project costs can occur.

Reimbursement of Funds

Project Sponsor may request no more often than quarterly reimbursements for qualified expenses paid. Once Commission has approved and accepted the expense, Project Sponsor shall be reimbursed for **75% (seventy-five percent)** of the actual project costs incurred, up to the total reimbursement amount defined above as long as grant funds remain available.

Reimbursement shall take place after Project Sponsor has furnished a properly completed A-19 Invoice Voucher (provided by Commission) and provided any required supporting documentation. Supporting documentation could include, but is not limited to:

- Copies of all invoices and receipts, construction contracts, performance bonds, change orders, advertisements or other documents pertaining to construction of facility;
- Copies of SEPA documentation including permits/approvals necessary to complete the work;

Responsibility for Project

The project itself is the sole responsibility of Project Sponsor. Commission undertakes no responsibilities to Project Sponsor, or to any third party, other than as expressly set out in this document. Project Sponsor shall be solely responsible for the design, development, construction, implementation, operation and maintenance of the project, as those phases are applicable to this project and solely responsible for any claim or suit of any nature by any third party related in any way to the project.

USE AND MAINTENANCE OF PROJECT

Project Sponsor shall operate and maintain, or cause to be operated and maintained, the property or facilities which are the subject matter of this grant document as follows:

- Any property or facilities open to the public shall be open for the use by all segments of the public without restriction and in compliance to all applicable federal and state nondiscrimination laws, regulations, and policies.
- Project Sponsor shall grant access to all recreational vessels to use boat sewage disposal facility funded under this.
- Access shall be allowed during normal marina operating hours and the operating hours shall be posted in a conspicuous location on the premises.
- Project Sponsor shall operate and maintain the facilities in accordance with all applicable Federal, State and local laws, orders, regulations and permits. Project Sponsor shall be responsible for all operation, maintenance, and repair of the facilities.
- As a condition of receiving the grant funds, Project Sponsor shall actively maintain the facility for no less than **ten (10) years or the full design life** of the equipment provided from this grant, **whichever is longer**.
- In the event an equipment breakdown occurs, Project Sponsor shall notify Commission within two (2) working days of breakdown. The facility must be repaired and fully operational within ten (10) working days after the breakdown where the breakdown can be remedied with normal expected repairs for five hundred dollars (\$500) or less. For repairs greater than five hundred dollars (\$500), the facility must be fully operational within twenty (20) days after the breakdown. A written report for all breakdowns must be submitted to Commission within two (2) weeks of the breakdown describing the problem(s), repair(s), and the cost(s).

Use Records

Project Sponsor shall monitor the use of the boat sewage disposal facility by installing a use counter mechanism, flow meter, or hour meter, and shall maintain records of use numbers in a manner as approved by Commission. On a form to be provided by Commission, Project Sponsor shall report the annual gallonage use by October 31st of every year for the period of October 1st through September 30th for the previous twelve (12) months each and every year of the facility's use whether any request for reimbursement occurred or not.

Audits

Project Sponsor shall maintain proper records and make them available for audits in accordance with applicable state and federal laws. Project Sponsor shall also resolve, to the satisfaction of Commission, any audit findings pertaining to funds under this grant document and shall pay Commission for all disallowed or questioned costs disclosed in the final audit report.

Liability Insurance

If Project Sponsor is a private individual or company it shall provide a minimum of \$1,000,000.00 combined single limit insurance for comprehensive general liability for the duration of the grant document. Alternatively, if Project Sponsor is a public entity it shall provide a minimum of \$1,000,000.00 combined single limit insurance for comprehensive general liability under a Self-Insurance Risk Management Program, or Insurance Pool.

Public Information Requirements

Project Sponsor shall install the required signage to be provided by Commission, which is to be clearly visible to direct boaters entering the facility to sewage pumpout and dump stations. In addition, Project Sponsor shall provide signs or markers indicating fees, restrictions, operating instructions and a contact name and telephone number if the facility is discovered inoperable and cooperate in any related boater environmental education program administered or approved by Commission.

Fees

Project Sponsor may charge a maximum of a five-dollar (\$5.00) fee per use, with no justification, for the use of the pumpout facilities constructed with these grant funds. All fee proceeds shall be retained, accounted for, and used by the grant recipient to defray operation and maintenance costs.

Spill Reporting and Cleanup

In the event of a spill or leak of materials from the boat sewage disposal facility, it shall be Project Sponsor's responsibility to promptly begin and complete a thorough cleanup of the spill area. Notwithstanding any federal, state, or local reports that are required for any spill, Project Sponsor shall notify Commission of any and all spills within 24 hours from the time the spill is discovered.

Ownership of Boat Sewage Disposal Facility

Except as otherwise provided herein, Project Sponsor shall retain ownership of the boat sewage disposal facility during the term of the grant. Project Sponsor may, during the term of the grant, transfer or convey its ownership interest in the facility only if said transfer or conveyance is accompanied by an assignment of Project Sponsor's rights and obligations detailed in this grant document and only after prior written approval by the commission. Commission shall not unreasonably withhold its consent to such assignment. Project Sponsor shall not at any time during the term of the grant convert any facility which was acquired or constructed pursuant to the grant to a use other than those for which the assistance was originally approved.

Assignment

Project Sponsor may not assign this grant document, in whole or in part, without the prior written approval of Commission.

Project Sponsor Not an Employee of Commission

Project Sponsor, its employees or agents performing under this grant document are not considered to be employees or agents of Commission. Project Sponsor will not hold itself out

as nor claim to be an officer or employee of Commission and will not make any claim, demand, or application to or for any right or privilege.

Governing Law

This grant document shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this grant document, venue shall be proper only in Thurston County. Project Sponsor acknowledges the jurisdiction of the courts of the State of Washington.

Severability

If any provision of this grant document shall be held invalid, such invalidity shall not affect the other provisions of this grant document which can be given without the invalid provision, and to this end the provisions of this grant document are declared to be severable.

Termination

This construction grant may be terminated upon 60 (sixty) days written notice from Commission to Project Sponsor in the event Project Sponsor violates any provision of this grant document, or defaults in the performance of any requirement hereof. All obligations of Commission under this grant document may be suspended or canceled, at the option of Commission, if any of the following events occur:

- Project Sponsor will otherwise be unable to complete the project, or any part of it, on time or
- Project Sponsor has failed to comply with any or all of its obligations under this grant document.

In the event this grant document is terminated by Commission, Project Sponsor shall, within 30 (thirty) days of any such termination, repay to Commission all funds disbursed to Project Sponsor by Commission for the project described herein. Interest shall accrue at the rate of twelve percent (12%) per annum from the time Commission demands repayment of funds. In lieu of repayment, Commission may require that any property acquired under this grant document become Commission property, and Project Sponsors liability, if any, to repay monies shall be reduced by an amount reflecting the fair value of such property.

Amendments

This grant document may be amended only by mutual agreement of the parties in writing.

No Wavier by Commission

Failure by Commission to insist upon the strict performance of any provision of this agreement shall not affect Commission's right to require strict performance of the same provision in the future or any other provision. Failure by Commission to exercise any right based upon a breach, or acceptance by Commission of performance during such breach, shall not constitute a waiver of any of its rights or remedies with respect to such breach.

Survival

All obligations of Project Sponsor, which arise prior to the termination of this grant document, shall continue as obligations subject to the requirements of this grant document until fully performed. All Clauses of this grant construction document which require performance beyond the termination date shall survive the termination date of this document.

Future requests for O&M reimbursement following the termination date of this document shall only be allowed when requested on the proper forms provided by Commission and reference

this agreement number and accompanied with appropriate supporting documentation provided that grant funds remain available for this purpose.

Authority of Project Sponsor

Project Sponsor, by the signature of the authorized representative below, represents and warrants that this grant document is a legal, valid, and binding obligation on behalf of Project Sponsor and is enforceable in accordance with its terms.

IN WITNESS WHEREOF, this grant document is executed by:

City of Gig Harbor

Washington State Parks and Recreation Commission

By: _____

By: _____

Title: _____

Title: Chief Financial Officer

Date: _____

Date: _____

City of Gig Harbor

Location: **3003 Harborview Drive , Gig Harbor, WA 98335-0000**

Mailing Address (if Different): **3510 Grandview Street, Gig Harbor, WA 98335-1214**

Phone: **(253) 853-7609**

FAX: **None Given**

Email: **stantonl@cityofgigharbor.net**

Federal TIN: **91-6001435**

WA State UBI Number: **273-000-606**

Internet Website: **http://www.cityofgigharbor.net/**

Washington State Parks and Recreation Commission – Boating Program

Location: **1111 Israel Road SW, Tumwater, WA 98504-2650**

Mailing Address (if Different): **PO Box 42650, Olympia, WA 98504-2650**

Phone: **(360) 902-8555**

FAX: **(360) 586-6603**

Email: **boatpumpouts@parks.wa.gov**

APPROVED AS TO FORM
By: Michael Ferguson AAG /s/
August 2009



Business of the City Council
City of Gig Harbor, WA

Subject: Second Reading of Ordinance
Setting the Minimum for Employee Bonds

Dept. Origin: Administration

Prepared by: Molly Towslee, City Clerk

Proposed Council Action:

For Agenda of: November 26, 2012

Adopt ordinance at second reading.

Exhibits: Ordinance

Initial & Date

Concurred by Mayor: [Signature] 11/14/12
Approved by City Administrator: [Signature] 11/19/12
Approved as to form by City Atty: [Signature] by email
Approved by Finance Director: [Signature] 11/14/12
Approved by Department Head: [Signature]

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and dollar amounts (\$300, \$0, \$0).

INFORMATION / BACKGROUND

The requirement to establish terms for official bonds for the city clerk, treasurer, and the chief of police is set forth in 2.16.010, 2.17.010, and 2.47.040 of the Gig Harbor Municipal Code. In the past, the bonds were thought to be covered under the city's risk management pool. Recently, we were notified that separate bonds are required to satisfy the requirements of RCW 35A.12.080.

In order for the bonding company to issue the required bonds, the actual amount must be spelled out in city code. This ordinance amends those sections listed above to provide the necessary bond amount. We researched what other comparable jurisdictions require and have determined that \$10,000 for each position is a reasonable and affordable amount.

FISCAL CONSIDERATION

The bonds will cost approximately \$100 each for a total of \$300 per year.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: At its second reading, adopt this ordinance amending Sections 2.16.010, 2.17.010, and 2.47.040 to include the penal sum of ten thousand dollars for each of the three employee bonds required.

ORDINANCE NO. 1251

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO EMPLOYEE BONDS; AMENDING SECTIONS 2.16.010, 2.17.010 AND 2.47.040 OF THE GIG HARBOR MUNICIPAL CODE TO SET THE MINIMUM BOND AMOUNT; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, RCW 35A.12.080 requires a code city to establish by ordinance the terms and penalty of official bonds for the city clerk, treasurer and chief of police; and

WHEREAS, the bond requirements for the city clerk, city treasurer/finance director and chief of police are presently set forth in sections 2.16.010, 2.17.010 and 2.47.040 of the Gig Harbor Municipal Code, respectively; and

WHEREAS, in the past the bonds were considered covered under the City's errors and omissions and crime prevention coverage through the City's risk pool, but the City's risk pool has notified the City that separate bonds are required; and

WHEREAS, in order for a bonding company to rate and issue the required bonds, the actual amount of the required bonds must be set forth in City ordinance; and

WHEREAS, the City Council desires to amend the Gig Harbor Municipal Code to provide the necessary bond amounts; Now, therefore,

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

Section 1. Section 2.16.010 – Amended. Section 2.16.010 of the Gig Harbor Municipal Code is amended as follows:

2.16.010 Office created.

The mayor is authorized to appoint a qualified person to the office of city clerk, pursuant to RCW 35A.12.090, and all other applicable statutes and ordinances. The city clerk shall be required to annually furnish an official bond in the penal sum of ten thousand dollars, conditioned on the honest and faithful performance of his/her official duties, pursuant to RCW 35A.12.080.

Section 2. Section 2.17.010 – Amended. Section 2.17.010 of the Gig Harbor Municipal Code is amended as follows:

2.17.010 Office created.

The mayor is authorized to appoint a qualified person to the office of city treasurer/finance director, pursuant to RCW 35A.12.090, and all other applicable statutes and ordinances. The city treasurer/finance director shall be required to annually furnish an official bond in the penal sum of ten thousand dollars, conditioned on the honest and faithful performance of his/her duties, pursuant to RCW 35A.12.080, and all other applicable statutes and ordinances.

Section 3. Section 2.47.040 – Amended. Section 2.47.040 of the Gig Harbor Municipal Code is amended as follows:

2.47.040 Chief of police – Bond.

The chief of police shall annually provide an official bond in the penal sum of ten thousand dollars, conditioned on the honest and faithful performance of his/her official duties. ~~The terms and penalty of official bonds and the surety therefor shall be as proscribed by the city by ordinance and the bond shall be approved by the city administrator.~~ The premiums on such bond shall be paid by the city. Compliance with this provision is an essential part of qualification for office as the chief of police.

Section 4. 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 5. 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 14th day of November, 2012.

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: 10/15/12
PASSED BY THE CITY COUNCIL: 11/26/12
PUBLISHED: 11/28/12
EFFECTIVE DATE: 12/02/12
ORDINANCE NO: 1251



Business of the City Council
City of Gig Harbor, WA

Subject: 2013 ADDENDUM TO CITY ATTORNEY AGREEMENT

Dept. Origin: Administration

Prepared by: Denny Richards

For Agenda of: November 26, 2012

Exhibits: Addendum #4

Initial & Date

Proposed Council Action:

Authorize the Mayor to execute Addendum No. 4 for legal services with Ogden Murphy Wallace.

Concurred by Mayor:

CLA 11/19/12

Approved by City Administrator:

R-11/19/12

Approved as to form by City Atty:

by email

Approved by Finance Director:

11/19/12

Approved by Department Head:

Expenditure	Amount	Appropriation
Required (2013): Approx. \$224,640.00	Budgeted \$300,000	Required \$0

The City contracts with the law firm Ogden Murphy Wallace (OMW) for City Attorney services. For 2012, OMW is requesting a 5% increase in its hourly rates as follows:

	<u>2012 rates:</u>	<u>2013 rates:</u>
Basic Services*:	\$198	\$ 208
Additional Services*:		
Firm Members:	\$235	\$247
Associates:	\$198	\$208
Law Clerks	\$124	\$130
Paralegals	\$93	\$ 98

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

OMW is requesting these hourly rate increases to keep pace with inflation. Based on a previous AWC survey for City Attorney rates, OMW's proposal appears to be not out of line with other comparable cities. OMW is proposing similar increases for its other municipal clients.

The proposed increase in hourly rates in the attached addendum will become effective on January 1, 2013.

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

FISCAL CONSIDERATION

Sufficient funds are allocated in the 2013 budget.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to execute Addendum No. 4 for legal services with Ogden Murphy Wallace.

Towslee, Molly

From: Angela S. Belbeck [abelbeck@omwlaw.com]
Sent: Monday, November 05, 2012 2:47 PM
To: Richards, Dennis
Cc: Towslee, Molly
Subject: OMW 2013 contract addendum
Attachments: Gig Harbor City Attorney Amendment 2013 (1031088).DOC

Hi Denny. I'm attaching for your consideration the 2013 addendum to our contract for legal services. I will provide two signed originals to Molly when I am there for the council meeting next Tuesday. Our rates for 2013 reflect a 5% increase for 2013, and we will continue to provide no charge for travel for council meetings. Since OMW has served as the City's legal counsel the City's legal fees have dropped significantly. We look forward to continuing to bring the City quality legal services in the most efficient manner possible. Please let me know if the attached is agreeable. Thank you in advance.
--Angela

Angela S. Belbeck | Attorney

Ogden Murphy Wallace P.L.L.C.
1601 Fifth Ave., Suite 2100 Seattle, WA 98101
phone: 206.447.2250 | fax: 206.447.0215
abelbeck@omwlaw.com

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**2013 ADDENDUM
TO
AGREEMENT FOR LEGAL SERVICES**

THIS ADDENDUM modifies that certain Agreement for Legal Services dated January 7, 2009 (the "Agreement") entered into between the CITY OF GIG HARBOR, a municipal corporation of the State of Washington (the "City"), and the law firm of OGDEN MURPHY WALLACE, P.L.L.C. ("OMW").

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

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

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

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

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

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

1. Basic Services. OMW will provide basic services set out in this section at the rate of \$208 an hour ("Basic Service Fee"). The Basic Service Fee would apply to up to ninety (90) hours per month for the following services:

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

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

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

Firm Members:	\$247 per hour
Associates:	\$208 per hour
Law Clerks:	\$130 per hour
Paralegals:	\$ 98 per hour

The Additional Services include:

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

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

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

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

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

2. Other Terms. Except as expressly modified by this Addendum, all terms and conditions of the Agreement shall remain in full force and effect.

CITY OF GIG HARBOR

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

Charles L. Hunter, Mayor
Date: _____

Angela S. Belbeck, Member
Date: _____

ATTEST/AUTHENTICATED:

Molly Towslee, City Clerk



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

Subject: Grandview Reservoir Repainting Project – Public Works Contract Award and Consultant Services Testing Contract

Proposed Council Action:

1. Approve and authorize the Mayor to award a Public Works Contract with Coatings Unlimited, Inc in the not-to-exceed amount of \$197,144.50 and authorize the City Engineer to approve additional expenditures up to \$7,500 to cover any cost increases that may result from contract change orders.
2. Approve and authorize the Mayor to execute a Consultant Services Contract with Greenman-Pedersen, Inc., for related materials testing in an amount not to exceed \$8,247.50.

Dept. Origin: Public Works/Engineering

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

For Agenda of: November 26, 2012

Exhibits: Public Works Contract, and Consultant Services Contract with 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

11/20/12
11/20/12
11/20/12
SP - 11/20/12
11/20/12

Expenditure Required	\$212,892.00	Amount Budgeted	\$ 303,000.00	Appropriation Required	\$0
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INFORMATION/BACKGROUND

The work under this contract consists of blast cleaning to near white metal of both reservoirs along with the lead paint abatement, sand blasting and repainting of both reservoirs.

BID RESULTS

The Grandview Reservoir Repainting Project was bid using the City's Public Works bidding process. The Engineer's Opinion of Probable Cost for Bid Schedules A and B was \$205,000.00. A total of four bid proposals were received by the City on November 14, 2012. Bid results from each bidder are summarized below showing the bid amount for the recommended award of the Public Works Construction Contract.

BIDDER	TOTAL BID AMOUNT
1. Coatings Unlimited, Inc.	\$197,144.50
2. Long Painting, Inc.	\$275,546.60
3. Purcell Painting, Inc.	\$295,337.00
4. HCI Industrial & Marine	\$398,611.64

FISCAL CONSIDERATION

Sufficient funds in the amount of \$303,000 exist within the Water Operating Fund to fund these expenditures.

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION/MOTION

1. Approve and authorize the Mayor to award a Public Works Contract with Coatings Unlimited, Inc., in the not-to-exceed amount of \$197,144.50 and authorize the City Engineer to approve additional expenditures up to \$7,500 to cover any cost increases that may result from contract change orders.
2. Approve and authorize the Mayor to execute a Consultant Services Contract with Greenman-Pedersen, Inc., for related materials testing in an amount not to exceed \$8,247.50.

CONTRACT FORM
CITY OF GIG HARBOR
GRANDVIEW RESERVOIR REPAINTING
CWP-1208

THIS AGREEMENT, made and entered into, this ____ day of November, 2012, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Coatings Unlimited, Inc., a Washington corporation, hereinafter called the "Contractor."

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary for the construction of the Grandview Reservoir Repainting Project, all in accordance with the Special Provisions and Standard Specifications, and shall perform any changes in the Work, all in full compliance with the contract documents entitled "Grandview Reservoir Repainting Project, CWP-1208," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said Contract Documents, including the schedule of prices in the "Proposal," the sum One hundred Ninety-seven Thousand One Hundred Forty-four Dollars and Fifty Cents (\$197,144.50) including state sales tax, subject to the provisions of the Contract Documents.
2. Work shall start within ten (10) days after the Notice to Proceed is issued to the Contractor. All physical Contract Work shall be completed within seventy-five (75) days, as defined in Section 000800 - Supplementary Conditions, Paragraph SC-1.02.
3. The Contractor agrees to pay the City the sum of \$200.00 per day for each and every day all Work remains uncompleted after expiration of the specified time, as liquidated damages.
4. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the Work provided for in this Contract upon the part of the Contractor.
5. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Bid Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Standard General Conditions, the Supplementary Conditions and the Technical Specifications.

- 6. The City agrees to pay the Contractor for materials furnished and Work performed in the manner and at such times as set forth in the Contract Documents.
- 7. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
- 8. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed the day and year first hereinabove written:

CITY of GIG HARBOR:

CONTRACTOR:

 Charles L. Hunter, Mayor
 City of Gig Harbor
 Date: _____

 Print Name: _____
 Print Title: _____
 Date: _____

ATTEST:

 City Clerk

APPROVED FOR FORM:

 City Attorney

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
GREENMAN-PEDERSEN, INC.**

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

RECITALS

WHEREAS, the City is presently engaged in Grandview Reservoir Tank Repainting Project and desires that the Consultant perform services necessary to provide the following consultation testing 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 Eight Thousand Two Hundred Forty-seven Dollars and Fifty Cents (8,247.50) 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 17 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 March 31, 2013; 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 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 per occurrence. All policies and coverages shall be on an occurrence basis by an 'A' rated company licensed to conduct business in the State of Washington.

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. 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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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

{ASB983053.DOC;1\00008.900000\}

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.

15. 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:
Greenman-Pedersen, Inc.
ATTN: Alec Angus
620 North J Street
Tacoma, WA 98403
(253)

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

16. 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. If applicable, 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.

17. 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

Engineering and Construction Services

EXHIBIT A

November 20, 2012

Mr. Kyle Neiman
Construction Inspector
City of Gig Harbor

Subject: City of Gig Harbor Grandview Reservoir Repainting Project CWP-1208

Dear Kyle:

Pursuant to your e-mail request, I am breaking down GPI's Scope of Services for the above mentioned project.

Our services would include full time inspection based on 60 days. I am assuming the contractor will work 40 hours per week.

Our Scope would include the following:

Dry Film Thickness, including Final as per SSPC PA2: 32 hours
Low Voltage Holiday Detection per NACE RPO 188: 16 hours (interior only)
Final test for complete cure: 8 hours

This would be the minimum inspection that we would recommend to insure a successful application.

Due to the weather, it may be necessary for the Contractor to utilize Dehumidification equipment to control the ambient conditions on the job.

Our fee schedule would be as follows:

Project Manager: \$135.00 per hour (Pre-job conference, technical issues, report review)
NACE Certified Inspector: \$80.00 per hour
Travel: \$.50 per mile

Since we have inspectors based locally, I do not anticipate any Per Diem on this project.

If I can provide further information or clarification, please do not hesitate to contact me.

We look forward to working with you.



Alec Angus, NACE 7521
Assistant Vice President

Greenman-Pedersen, Inc.
Engineering and Construction Services

620 North J Street, Tacoma, WA 98403
p 253.212.3502 | f 253.301.1643 | c 253.886.7383
aangus@gpinet.com | www.gpinet.com

An Equal Opportunity Employer

Exhibit B

City of Gig Harbor, Grandview Reservoir Repainting Project

Greenman-Pedersen, Inc. - Proposal for Coating Inspection Services

With Dehumidification	Rate	Hours	No. Times	Sub Total
Pre Job Conference	\$ 135.00	4	1	\$ 540.00
Verify DFT of each coat	\$ 80.00	6	12	\$ 5,760.00
Verify total DFT of coating system				
Perform holiday test immersion surfaces	\$ 80.00	8	2	\$ 1,280.00
Prepare and submit complete report	\$135	6	1	\$ 810.00
Mileage and Expenses		Miles		
Round trip mileage Home to Project site	\$ 0.50	45	15	\$ 337.50
Tolls	\$ 4.00	1	15	\$ 60.00
		Total		\$ 8,247.50

Not to exceed \$10,000.00



Subject: Second Public Hearing and Resolution - Amendment to the Development Agreement with Harbor Hill LLC.

Proposed Council Action:

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

Dept. Origin: Planning Department

Prepared by: Jennifer Kester Senior Planner (with signature)

For Agenda of: November 26, 2012

Exhibits: Resolution with exhibit

Initial & Date

Concurred by Mayor: CLH 11/20/12
Approved by City Administrator: R 11/20/12
Approved as to form by City Atty: Emma 11/16/12
Approved by Finance Director: N/A
Approved by Department Head: TD 11/20/12

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

INFORMATION / BACKGROUND

In 2010, the Council approved a development agreement between the City and Harbor Hill LLC which allowed deviations in the development standards for property owned by Harbor Hill LLC in the Gig Harbor North area and allowed 20 years of vesting for the preliminary plat within the area.

In September of this year, Harbor Hill LLC applied for an amendment to the development agreement. A copy of the application and draft amendment is attached. The amendment to the development agreement is being proposed in order to:

- 1. Enlarge parcel M2, just south of Borgen Boulevard, east of the wetland trail system.
2. Allow retirement uses in the enlarged portion of the M2 parcel.
3. Update the phasing plan
4. Allow modification of the approved preliminary plat and preliminary PRD without submitting new plat and PRD applications.
5. Allow development of the M2 parcel to receive site plan and design review approval prior to final plat of the M2 parcel.

The process for review of this amendment is outlined in GHMC 19.08, which allows projects in the planned community development land use designation to deviate from the allowed uses, minimum and maximum densities, maximum gross floor area, or maximum structure height allowed in the underlying zoning district if a majority of the City Council plus one approved a development agreement. Before approving such amended development agreement the City

Council must: 1) vote to initiate consideration of the development agreement; 2) require that the Planning and Building Committee meet and make a recommendation to the Council as a whole; 3) conduct two properly noticed public hearings on the development agreement.

Due to the request to allow retirement uses on the enlarged portion of the M2 parcel, the proposed amendment can be approved only if a majority plus one member of City Council votes for the amendment.

STAFF ANALYSIS

Staff and the City Attorney have reviewed of the amendment and have worked with the applicant and their designated attorneys to finalize the language in the agreement. Staff is supportive of the amendment as it will provide flexibility in the processing of subsequent plat amendments without requiring an amendment to the development agreement first. By processing future plat amendments as Type II permits, appropriate public notice and comments periods will be provided for. The Type II permit process is the same process the City uses for commercial site plans.

Due to the request to allow retirement uses on the enlarged portion of the M2 parcel after the second public hearing on the development agreement scheduled for November 26, 2012, the Council may pass a resolution approving the development agreement with a majority of the City Council plus one voting in favor of the agreement.

BOARD OR COMMITTEE RECOMMENDATION

The Council voted to initiate the amendment on October 8, 2012 and sent it to the Planning and Building Committee of the Council. The Planning and Building Committee met on October 30, 2012 and voted to recommend approval. The ad-hoc committee of the council which reviewed the original met on October 29, 2012. They had no objection to the amendment and encouraged support for the amendment.

RECOMMENDATION / MOTION

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

RESOLUTION NO. 918

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

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

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

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

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

WHEREAS, the Developer has a fee simple or other substantial beneficial interest in the real property located on ten parcels, totaling 235 acres generally located north and south of Borgen Boulevard between Harbor Hill Drive and Peacock Hill Avenue N.W. in the City of Gig Harbor, Pierce County, Washington, which is legally described in Exhibit A of Amendment No. 1 to the Development Agreement, attached hereto and incorporated herein by this reference; and

WHEREAS, pursuant to Resolution No. 845 adopted by the City Council on November 8, 2010, the City and Harbor Hill entered into a Development Agreement dated November 9, 2010 for the property legally described in Exhibit A of Amendment No. 1 to the Development Agreement, which was recorded in the real

property records of Pierce County, Washington, under Auditor's File No. 201011160780, with the recording cover sheet amended and rerecorded at Auditor's File No. 201011241249; and

WHEREAS, by a subsequent Joinder Agreement dated November 22, 2010, and recorded in the real property records of Pierce County, Washington, under Auditor's File No. 201012020196, OPG as the owner of a portion of the property subject to the Development Agreement joined in and agreed to be bound by the Development Agreement; and

WHEREAS, On September 19, 2012, Harbor Hill LLC filed with the City a complete application for an Amendment No. 1 to the Development Agreement dated November 9, 2010 (File No. PL-DEV-12-0001); and

WHEREAS, on October 8, 2012, the Council reviewed the Amendment No. 1 to the Development Agreement application, initiated consideration of the Amendment and directed the Planning and Building Committee of the Council to make a recommendation on the Amendment; and

WHEREAS, on October 13, 2010, the City's SEPA Responsible Official issued a Determination of Non-Significance (DNS) for the original Development Agreement, pursuant to WAC 197-11-340(2) and on October 31, 2012, the SEPA Responsible Official issued an addendum to that DNS for Amendment No. 1 to the Development Agreement; and

WHEREAS, on October 30, 2012, the Planning and Building Committee considered Amendment No. 1 to the Development Agreement and recommended approval to the Council; and

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

WHEREAS, on November 13, 2012, the City Council held its first public hearing on Amendment No. 1 to the Development Agreement; and

WHEREAS, on November 26, 2012, the City Council held its second public hearing on Amendment No. 1 to the Development Agreement during a regular public meeting and after considering the application, the staff report and all public testimony presented, approved Amendment No. 1 to the Development Agreement attached hereto as Exhibit A; Now, Therefore,

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

Section 1. The City Council hereby authorizes the Mayor to execute Amendment No. 1 to the Development Agreement attached hereto as Exhibit A, with Harbor Hill, LLC and OPG Properties, LLC.

Section 2. The City Council hereby directs the Planning Director to record Amendment No. 1 to the Development Agreement against the Property legally described in Exhibit A to Amendment No. 1 to the Development Agreement, at the cost of the applicant, pursuant to RCW 36.70B.190.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this 26th day of November, 2012.

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: 11/21/12
PASSED BY THE CITY COUNCIL: 11/26/12
RESOLUTION NO. 918

AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT
AMONG THE CITY OF GIG HARBOR, HARBOR HILL LLC,
AND OPG PROPERTIES LLC FOR THE
HARBOR HILL DEVELOPMENT

This Amendment No. 1 to Development Agreement is made and entered into this _____ day of _____, 2012, by and between the CITY OF GIG HARBOR, a Washington municipal corporation (the "City"), HARBOR HILL LLC, a Washington limited liability company ("Harbor Hill"), and OPG PROPERTIES LLC, a Washington limited liability company ("OPG") (Harbor Hill and OPG are sometimes jointly referred to as "Developer").

RECITALS

A. RCW 36.70B.170 authorizes the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction. Pursuant to Resolution No. 845 adopted by the City Council, the City and Harbor Hill entered into a development agreement dated November 9, 2010 (the "Development Agreement"), which was recorded in the real property records of Pierce County, Washington, under Auditor's File No. 201011160780, concerning the development of the property legally described on Exhibit A to this Amendment (the "Property") and generally located north and south of Borgen Boulevard between Harbor Hill Drive and Peacock Hill Avenue N.W. in the City of Gig Harbor, Pierce County, Washington.

B. By a subsequent Joinder Agreement dated November 22, 2010, and recorded in the real property records of Pierce County, Washington, under Auditor's File No. 201012020196, OPG as the owner of a portion of the Property joined in and agreed to be bound by the Development Agreement. Both Harbor Hill and the City consented to the Joinder Agreement.

C. The City and Developer wish to amend the Development Agreement to permit certain additional uses, to modify the site plan, and to provide for future amendments to the Harbor Hill development plan.

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

Now, therefore, the parties hereto agree as follows:

AGREEMENT

1. Revised Phasing Plan. The Phasing Plan attached as Exhibit I to this amendment is hereby substituted for Exhibit I to the Development Agreement.

2. Additional Permitted Uses. The following additional uses are permitted within Parcel M-2 of the Property as depicted on the Phasing Plan attached as Exhibit I to this amendment: an “assisted living facility” as defined in GHMC 17.04.438, an “independent living facility” as defined in GHMC 17.04.439, and a “skilled nursing facility” as defined in GHMC 17.04.630.

3. Minor Modifications. The following is hereby substituted for Section 9 of the Development Agreement:

Section 9. Minor Modifications.

(a) Minor modifications to the approved permits or the exhibits attached hereto, including without limitation modifications proposed between preliminary plat and final plat decisions, may be approved in accordance with the provisions of the City’s code, including without limitation GHMC 16.05.006, 17.89.120, and Chapter 19.01, or as provided below in this Section 9, and shall not require an amendment to this Agreement.

(b) Any modification to an approved preliminary plat that changes the number of lots, boundaries, configuration, design, or layout of lots, parcels, tracts, or roadways within the preliminary plat, or changes the conditions of approval of the preliminary plat may be approved by the Director administratively as a Type II decision if the Director finds that the preliminary plat will continue to satisfy the criteria for approval of a preliminary plat under GHMC 16.05.003 after the modification.

(c) Any modification to an approved preliminary PRD that changes the number of lots, boundaries, configuration, design, or layout of lots, parcels, tracts, or roadways within the PRD, or changes the conditions of approval of the preliminary PRD may be approved by the Director administratively as a Type II decision if the Director finds that the PRD will continue to satisfy the criteria for approval of a preliminary PRD under GHMC 17.89.070 after the modification.

4. New Section 13.K. The following new Section 13.K is added to the Development Agreement:

K. Timing of Site Plan and Design Review Approvals for Parcel M-2. Site plan and design review approvals for the parcel identified as M-2 on the Preliminary Plat of Harbor Hill, as it may be amended, may occur prior to final plat approval, but no building permit shall be issued by the City until final plat approval. A site plan or design review approval shall expire if the Preliminary Plat of Harbor Hill expires or is otherwise abandoned or modified in such a way that creates an inconsistency with the approved site plan or design review approval unless such site plan or design review approval is amended concurrently for consistency. Developer acknowledges and accepts the risk of seeking and obtaining site plan and design review approval prior to final plat approval and hereby releases and covenants not to sue the City for any damages that may be suffered as a result of seeking such advance approval. Developer further acknowledges that the grant of site plan or design review approval prior to final plat approval in no way guarantees final plat approval.

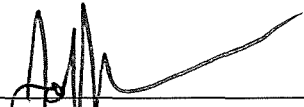
5. Revised List of Modified City Development Standards. The List of Modified City Development Standards attached to this Amendment as Exhibit H is hereby substituted for Exhibit H to the Development Agreement.

6. Other Provisions. All other provisions of the Development Agreement shall remain in effect. The Development Agreement, as amended by this Amendment, is hereby confirmed and ratified.

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

HARBOR HILL LLC, a Washington limited liability company


CITY OF GIG HARBOR, a Washington municipal corporation

By: 
Jon Rose
Its President
Date: 11/19/12

By: _____
Charles L. Hunter
Its Mayor
Date: _____

OPG PROPERTIES LLC, a Washington limited liability company

ATTEST:

By: 
Jon Rose
Its President
Date: 11/19/12

City Clerk

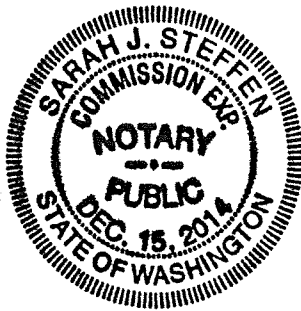
APPROVED AS TO FORM:

City Attorney

STATE OF WASHINGTON)
 : ss.
COUNTY OF KITSAP)

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

DATED: 11/19/12



Sarah Steffen
Printed: SARAH J. STEFFEN
NOTARY PUBLIC in and for Washington
Residing at: Poulsbo
My appointment expires: 12/15/2014

STATE OF WASHINGTON)
 : ss.
COUNTY OF KITSAP)

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

DATED: 11/19/12



Sarah Steffen
Printed: SARAH J. STEFFEN
NOTARY PUBLIC in and for Washington
Residing at: Poulsbo
My appointment expires: 12/15/2014

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 Mayor of the City of Gig Harbor, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

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

EXHIBIT A

Legal Description of the Property

RESIDENTIAL AREA

TAX PARCEL NUMBER 4002930010

PARCEL E OF THE HARBOR HILL PHASE 1A PLAT (CITY FILE NO. PL-FPLAT-12-0001, PL-FPRD-12-0001) RECORDED UNDER PIERCE COUNTY AFN 201204255001, SAID PARCEL BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., PIERCE COUNTY, WASHINGTON.

TAX PARCEL NUMBER 4002930020

PARCEL M1 OF THE HARBOR HILL PHASE 1A PLAT (CITY FILE NO. PL-FPLAT-12-0001, PL-FPRD-12-0001) RECORDED UNDER PIERCE COUNTY AFN 201204255001, SAID PARCEL BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., PIERCE COUNTY, WASHINGTON.

TAX PARCEL NUMBER 4002930030

PARCEL X OF THE HARBOR HILL PHASE 1A PLAT (CITY FILE NO. PL-FPLAT-12-0001, PL-FPRD-12-0001) RECORDED UNDER PIERCE COUNTY AFN 201204255001, SAID PARCEL BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., PIERCE COUNTY, WASHINGTON.

TAX PARCEL NUMBER 0222311000

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

TAX PARCEL NUMBER 0222311009

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

COMMERCIAL AREA

TAX PARCEL NUMBER 4002470011

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

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

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

THENCE NORTH 88°22'24" WEST 110.70 FEET;

THENCE NORTH 05°55'53" EAST 181.58 FEET;

THENCE SOUTH 88°22'24" EAST 33.73 FEET;

THENCE NORTH 14°26'00" EAST 232.65 FEET;

THENCE SOUTH 48°15'42" EAST 247.61 FEET;

THENCE NORTH 77°19'55" EAST 95.23 FEET;

THENCE NORTH 37°16'34" EAST 168.29 FEET;

THENCE SOUTH 88°22'24" EAST 177.38 FEET TO A POINT ON A 766.00 FOOT CURVE TO THE RIGHT, THE RADIUS OF WHICH BEARS SOUTH 64°21'11" WEST

THENCE SOUTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 358.65 FEET, THROUGH A CENTRAL ANGLE OF 26°49'36";

THENCE SOUTH 01°10'47" WEST 189.56 TO THE POINT OF BEGINNING.

TAX PARCEL NUMBER 4002470012

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

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

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

THENCE SOUTH 01°10'47" WEST 287.61 FEET;

THENCE NORTH 88°22'24" WEST 631.54 FEET;

THENCE NORTH 01°15'21" EAST 412.28 FEET TO AN ANGLE POINT IN SAID BOUNDARY;

THENCE DEPARTING SAID BOUNDARY SOUTH 77°06'13" EAST 644.52 FEET TO THE POINT OF BEGINNING.

TAX PARCEL NUMBER 4002470030

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

TAX PARCEL NUMBER 4002470042

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

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

TAX PARCEL NUMBER 4002470051

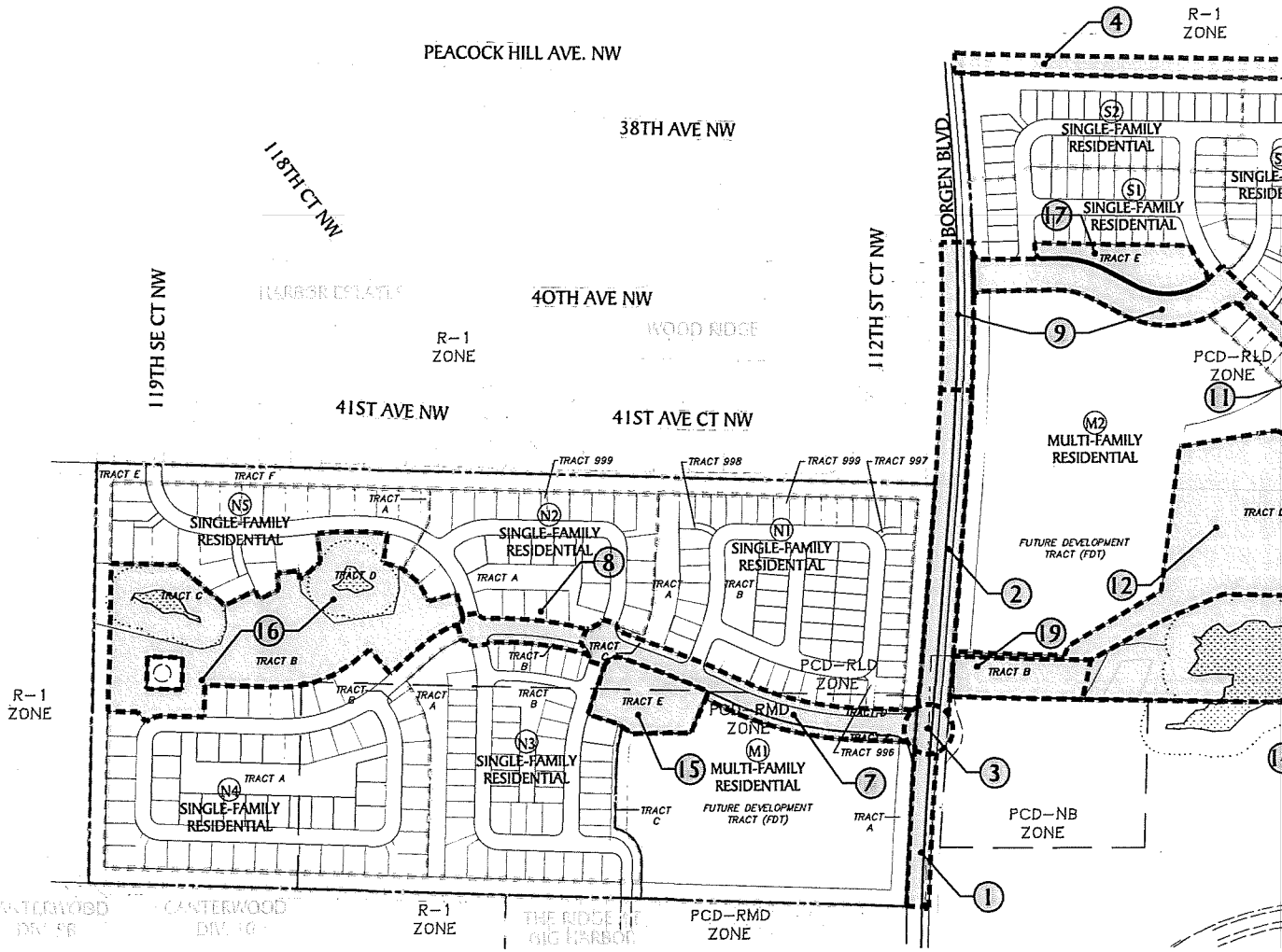
PARCEL "B" OF THE BOUNDARY LINE ADJUSTMENT RECORDED UNDER PIERCE COUNTY AUDITOR'S FILE NUMBER 200710195003, SAID PARCEL "B" BEING PORTIONS OF THE NORTHEAST QUARTER AND OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M. PIERCE COUNTY, WASHINGTON.

EXHIBIT H

List of Modified City Development Standards

Item No.	Description	GHMC Section	Agreement Section
1	Increased vesting periods for Project approvals	Various	6.D
2	Simplification of process for review and approval of certain preliminary plat and preliminary PRD revisions	16.05 17.89	9.A, 9.B, 9C
3	Allows modified timing of Site Plan and Design Review Approvals for the M-2 Parcel.	Various	13.K
4	Reduction of Harbor Hill Business Park open space requirements from 20 percent to 15 percent of lot area based on dedication of Lot 3 for public park	17.54.030.C	13.H.iii
5	Director approval of certain revisions to Phasing Plan	19.01.003	13.A
6	Allows independent living facility, assisted living facility, and skilled nursing facility in RLD zone within modified parcel M-2.	17.14.020	
7	No setbacks under GHMC 17.54.030.B required along certain boundaries of Lot 3 (future public park) of Harbor Hill Business Park	17.54.030.B	
8	Allowing clustering of residential density	Title 17	17
9	Allocations of capacity reservations	Chapter 19.10	15

HARBOR H



INFRASTRUCTURE SEQUENCE

INFRASTRUCTURE	DEVELOPMENT									
	FDT			SFR NORTH						
	M1	M2	N1	N2	N3	N4	N5	S1	S	
Dwelling Units	170	100	63	28	46	57	25	28	2	
ROADS	1. Borgen Blvd Frontage - West	X	..	..	..	..	..	..	..
	2. Borgen Blvd Frontage - East		..	X					..	
	3. Roundabout on Borgen	X		X	..	..	..	..
	4. Peacock Hill Ave Frontage - North									
	5. Peacock Hill Ave Frontage - South									
	6. Harbor Hill Dr Off-Site									
	7. North Parkway south section	X		X	X	X	X	X		
	8. North Parkway north section			..	..	X	X		
	9. South Parkway north section		X						X	
	10. South Parkway south section								..	
	11. South Parcel Collector stub									
STORM PONDS	12. Detention North (M1- Tract D)	X	X	X	X	X	X	X	X	
	13. Detention South (S9- Tract C)								X	
OPEN SPACE/PARKS	14. South Wetland /Loop Trail (M2- Tracts C, F)		X							
	15. North Central park (N1- Tract E)	X		X	X	X	X	X		
	16. North Wetland Park	X		X	X	X	X	X		
	17. South Connector Park (S1- Tract E)								X	
	18. South Central Park (S4- Tract G)									
	19. Gateway Park (M2- Tract B)		X							

EXHIBIT I

Project: Rev 11, 2017 - 7/2018
 File: C:\Users\jgibson\Documents\Project\Old Business - 1\Map 16\Map 16.dwg
 Date: 11/20/2017 10:55:00 AM
 User: jgibson
 Plot: 0
 Scale: 1:1
 Color: 1
 Font: Arial, 10
 Plot Style: asis.ctb
 Plot Device: HP DesignJet 5000 PSN
 Plot Date: 11/20/2017 10:55:00 AM
 Plot Time: 10:55:00 AM
 Plot User: jgibson



Business of the City Council
City of Gig Harbor, WA

Subject: Second reading - 2013 budget ordinance

Proposed Council Action: Adopt ordinance after a second reading

Dept. Origin: Finance

Prepared by: David Rodenbach, Finance Director

For Agenda of: November 26, 2012

Exhibits: Budget Ordinance

Initial & Date

Concurred by Mayor:

Approved by City Administrator

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

CH 11/19/12
R 11/19/12
by e-mail
DR 11/19/12

Expenditure	Amount	Appropriation
Required \$57,448,762	Budgeted 0	Required \$57,448,762

INFORMATION / BACKGROUND

The total city budget, which includes all funds, is \$57,448,762. Total budgeted revenues for 2013 are \$30.7 million, budgeted beginning fund balances total \$16.3 million and interfund transfers are \$9.2 million. Total budgeted expenditures for 2013 are \$36.6 million and budgeted ending fund balances total \$8.2 million.

The General Fund accounts for 21 percent of total expenditures, while Special Revenue (Street, Street Capital, Drug Investigation (state and federal), Hotel - Motel, Public Art Capital Projects, Park Development, Civic Center Debt Reserve, Strategic Reserve, Equipment Replacement Reserve, General Government Capital Development, General Government Capital Improvement, Impact Fee Trust, Hospital Benefit Zone Revenue and Lighthouse Maintenance) and Enterprise Funds (Water, Sewer and Storm) are 35 percent and 40 percent respectively of total expenditures. General government debt service funds are three percent of 2013 budgeted expenditures.

FISCAL CONSIDERATION

Total budgeted uses and resources for 2013 are \$57,448,762. This is a \$1,819,213 increase from the 2012 budget.

The increase is largely explained by increases in capital outlays (\$4.9 million) and personnel costs (\$1.1 million); and corresponding decreases in professional services (\$1.6 million) and interfund transfers (\$1.2 million).

The 2013 budget proposes the following staffing changes:

- Hire a Public Works Director
- Hire a Human Resources Analyst
- Hire an Administrative Receptionist
- Convert the temporary Community Development Assistant (created in 2012 to support temporary Senior Engineer) to a permanent position
- Continue the Information Systems Assistant at 1.0 FTE (originally budgeted at 0.75 but increased early in 2012 due to workload demands)
- Hire eight temporary summer workers (six – public works, two – sewer)

RECOMMENDATION / MOTION

Move to: Adopt ordinance after a second reading.

**CITY OF GIG HARBOR
ORDINANCE NO.**

**AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF
GIG HARBOR, WASHINGTON, FOR THE 2013 FISCAL YEAR.**

WHEREAS, the Mayor of the City of Gig Harbor, Washington completed and placed on file with the city clerk a proposed budget and estimate of the amount of the monies required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of said city for the 2013 fiscal year, and a notice was published that the Gig Harbor City Council would meet on November 13 and November 26, 2012 at 5:30 p.m., in the Council Chambers in the Civic Center for the purpose of making and adopting a budget for 2013 and giving taxpayers an opportunity to be heard on the budget; and

WHEREAS, the City Council did meet at the established time and place and did consider the matter of the 2013 proposed budget; and

WHEREAS, the 2013 proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Gig Harbor for the purposes set forth in the budget, and the estimated expenditures set forth in the budget being all necessary to carry on the government of Gig Harbor for 2013 and being sufficient to meet the various needs of Gig Harbor during 2013;

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

Section 1. The budget for the City of Gig Harbor, Washington, for the year 2013 is hereby adopted in its final form and content.

Section 2. Estimated resources, including beginning fund balances, for each separate fund of the City of Gig Harbor, and aggregate total for all funds combined, for the year 2013 are set forth in summary form below, and are hereby appropriated for expenditure during the year 2013 as set forth in the following:

2013 BUDGET APPROPRIATIONS

FUND / DEPARTMENT	AMOUNT
001 GENERAL GOVERNMENT	
01 Non-Departmental	\$3,715,782
02 Legislative	59,432
03 Municipal Court	376,000
04 Administrative / Financial / Legal	1,619,850
06 Police	3,130,050
14,15,16 Planning / Building / Public Works/Parks/Buildings	2,322,800
19 Ending Fund Balance	1,042,010
TOTAL GENERAL FUND - 001	\$12,265,924
101 STREET OPERATING	2,111,310
102 STREET CAPITAL	4,632,800
105 DRUG INVESTIGATION STATE	8,356
106 DRUG INVESTIGATION FEDERAL	30,434
107 HOTEL / MOTEL FUND	367,984
108 PUBLIC ART CAPITAL PROJECTS	92,155
109 PARK DEVELOPMENT FUND	5,364,985
110 CIVIC CENTER DEBT RESERVE	1,226,649
111 STRATEGIC RESERVE	1,089,377
112 EQUIPMENT REPLACEMENT RESERVE	150,339
208 LTGO BOND REDEMPTION	1,053,113
209 2000 NOTE REDEMPTION	39,526
210 LID 99-1 GUARANTY	97,415
211 UTGO BOND REDEMPTION	600,976
301 CAPITAL DEVELOPMENT FUND	374,972
305 GENERAL GOVT. CAPITAL IMPROVEMENT	277,642
309 IMPACT TRUST FEE	761,718
310 HOSPITAL BENEFIT ZONE REVENUE	3,820,794
401 WATER OPERATING	1,494,004
402 SEWER OPERATING	4,215,019
403 SHORECREST RESERVE	74,673
407 UTILITY RESERVE	1,393,425
408 UTILITY BOND REDEMPTION FUND	2,100,778
410 SEWER CAPITAL CONSTRUCTION	7,246,457
411 STORM SEWER OPERATING	1,171,209
412 STORM SEWER CAPITAL	1,817,202
420 WATER CAPITAL ASSETS	3,567,618
605 LIGHTHOUSE MAINTENANCE TRUST	\$ 1,908
TOTAL ALL FUNDS	\$57,448,762

Section 3. Attachment "A" is adopted as the 2013 personnel salary schedule for all employees except Gig Harbor police sergeants and police officers. For police sergeants and police officers, the 2012 salary schedule currently in effect is approved for 2013.

Section 4. Due to budget constraints, the city does not authorize funding for "top step" bonuses for city employees in 2013.

Section 5. The city clerk is directed to transmit a certified copy of the 2013 budget hereby adopted to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

Section 6. This ordinance shall be in force and take effect five (5) days after its publication according to law.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this ___th day of November, 2012.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
ANGELA S. BELBECK

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

Attachment A

POSITION	2013 RANGE	
	Minimum	Maximum
City Administrator	9,862	12,328
Chief of Police	8,602	10,753
Public Works Director	8,039	10,049
Finance Director	7,956	9,945
Police Lieutenant	7,023	8,778
City Engineer	6,994	8,742
Information Systems Manager	6,994	8,742
Planning Director	6,994	8,742
Building & Fire Safety Director	6,938	8,673
Senior Engineer	6,542	8,177
City Clerk	6,289	7,862
Tourism Marketing Director	6,276	7,845
Public Works Superintendent	6,196	7,745
Wastewater Treatment Plant Supervisor	6,196	7,745
Police Sergeant	6,437	7,366
Senior Planner	6,031	7,538
Court Administrator	5,916	7,394
Associate Engineer	5,754	7,193
Assistant Building Official/Fire Marshall	5,690	7,112
Accountant	5,559	6,949
Field Supervisor	5,332	6,665
Construction Supervisor	5,332	6,665
Senior WWTP Operator	5,021	6,276
Payroll/Benefits Administrator	4,836	6,045
Human Resources Analyst	4,831	6,039
Associate Planner	4,827	6,034
Police Officer	4,685	5,856
Construction Inspector	4,708	5,885
Planning / Building Inspector	4,708	5,885
Wastewater Treatment Plant Operator	4,492	5,615
Engineering Technician	4,454	5,568
Mechanic	4,396	5,494
Information System Assistant	4,359	5,448
Assistant City Clerk	4,323	5,403
Executive Assistant	4,323	5,403
Special Projects Coordinator	4,323	5,403
WWTP Collection System Tech II	4,201	5,252
Maintenance Technician	3,375	5,252
Assistant Planner	4,188	5,235
Permit Coordinator	4,188	5,235
Community Development Assistant	3,971	4,964
Finance Technician	3,936	4,921
Lead Court Clerk	3,799	4,749
Administrative Assistant	3,491	4,363
Police Services Specialist	3,434	4,293
Court Clerk	3,388	4,235
Custodian	3,375	4,218
Administrative Receptionist	3,373	4,216
Community Development Clerk	3,373	4,216



Business of the City Council
City of Gig Harbor, WA

Subject: Public Hearing and Resolution Adopting the Six-Year Transportation Improvement Program (TIP) 2013-2018

Proposed Council Action: Approve the attached resolution adopting the 2013-2018 Six-Year Transportation Improvement Program (TIP).

Dept. Origin: Public Works/Engineering

Prepared by: Emily Appleton
 Senior Engineer *EAA 11/14/12*

For Agenda of: November 26, 2012

Exhibits: Resolution, Map, Six-Year TIP 2013-2018 (Exhibit A)

	Initial & Date
Concurred by Mayor:	<i>CLH 11/20/12</i>
Approved by City Administrator:	<i>R - 11/20/12</i>
Approved as to form by City Atty:	<i>appro via email 11/19/12</i>
Approved by Finance Director:	<i>[Signature] 11/12</i>
Approved by Department Head:	<i>[Signature] 11/19/2012</i>

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

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

In 2008, the City completed a rigorous capacity analysis of the City's roadway system which evaluated the future levels of service at intersections and capacity on roadway segments. From this analysis, a project list was developed and 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, the approved Six-Year TIP from 2012 and the approved 2012 Budget serve as the basis for the attached 2013-2018 Six-Year TIP. The changes include showing Cushman Trail Phases 3 and 4 project on the TIP (previously it was shown only on the Parks Capital Facility list); re-prioritizing to show budgeted/funded projects as the top priorities; and updating the phase start dates, program costs and expenditure schedules 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

The proposed 2013-2018 Six-Year TIP was presented at the regularly scheduled Operations and Public Committee Meeting on November 15, 2012. The committee discussed the updates and requested no changes.

RECOMMENDATION / MOTION

Move to: Staff recommends Council approve the attached Resolution adopting the Six-Year Transportation Improvement Program (2013-2018).

RESOLUTION NO. 919

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 November 26, 2012, and

WHEREAS, the City SEPA responsible official has issued an Addendum to a determination of non-significance for 2013-2018 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 (2013-2018 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 26th day of November, 2012.

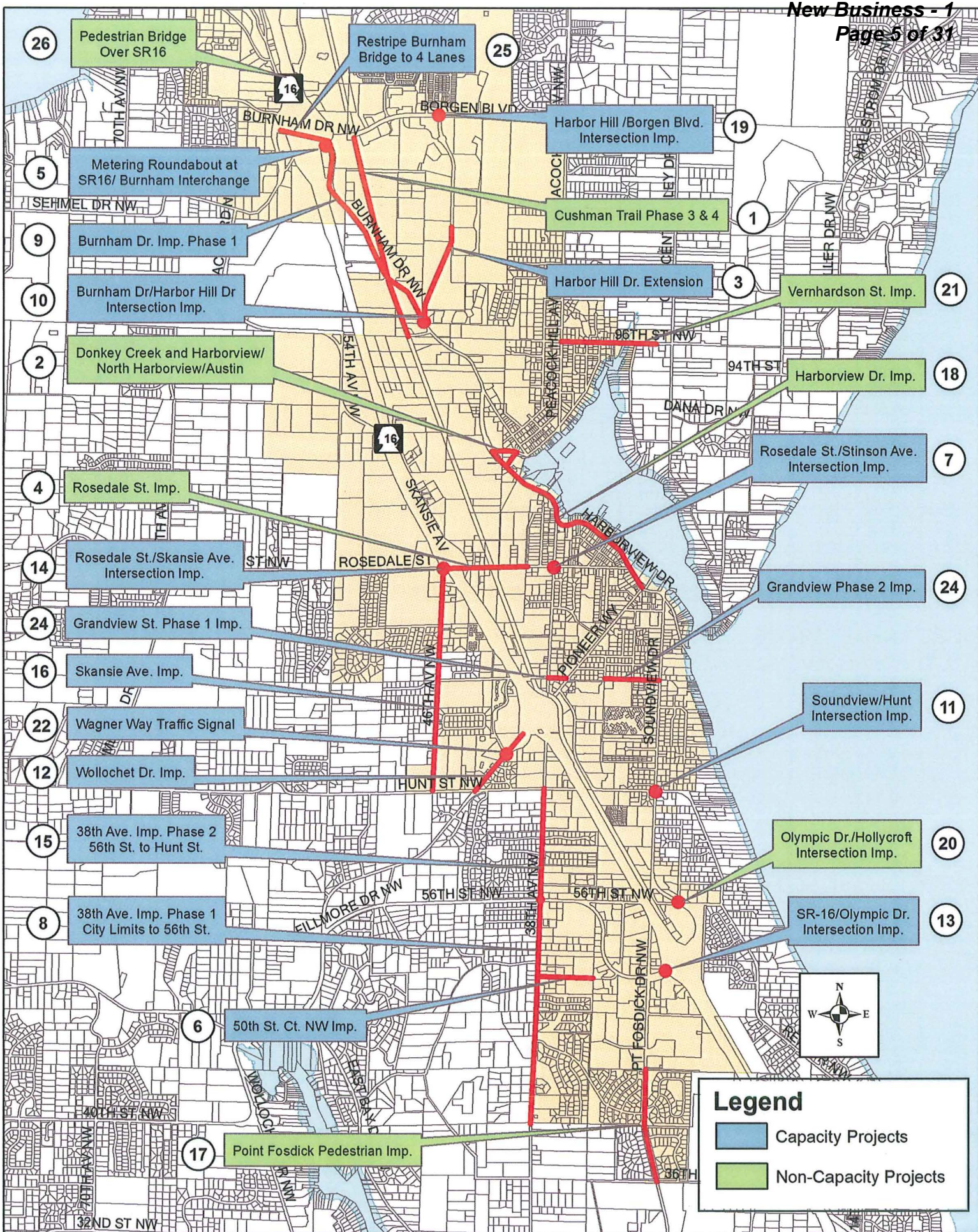
APPROVED:

CHARLES L. HUNTER, MAYOR

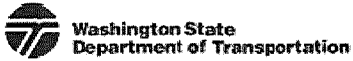
ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

FILED WITH THE CITY CLERK: 11/20/12
PASSED BY THE CITY COUNCIL: 11/26/12
RESOLUTION NO. 919



**6-Year Transportation Improvement Program
2013 - 2018**



Six Year Transportation Improvement Program From 2013 to 2018

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

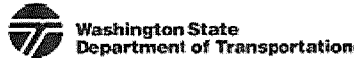
Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	1	Cushman Trail - Phases 3 (96th to Burnham) and 4 (Burnham to Borgen) Generally within TPU right-of-way 96th Street to Burnham Drive Construct the final mile of a six mile non-motorized regionally significant trail through Gig Harbor generally along the alignment of existing Tacoma Public Utility right-of-way. Phase 3 begins where the trail currently ends at 96th Street and continues north ~1/3 mile, to Burnham Drive. Phase 4 begins at Burnham Drive and continues north ~2/3 mile, connecting to a trailhead at Borgen Boulevard. Restrooms and public parking will also be provided. When completed, trail users will be able to traverse the north-south City limits and access businesses, shopping, transit facilities, libraries, parks, residential neighborhoods and the new regional hospital.	GIG-6					28		0.300	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	RW	2013		0		0	10,000	10,000
S	CN	2013	CMAQ	663,000		0	250,000	913,000
S	CN	2013	Discretionary	552,200		0	1,405,000	1,957,200
Totals				1,215,200		0	1,665,000	2,880,200

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	2,880,200	0	0	0	0
Totals	2,880,200	0	0	0	0



Six Year Transportation Improvement Program From 2013 to 2018

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

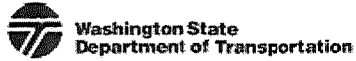
Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	2	Donkey Creek and Harborview/N. Harborview/Austin Harborview Dr, N. Harborview Dr., Austin Street to Construction pedestrian amenities and roadway improvements in conjunction with the Donkey Creek Restoration project.	WA-05024	11/26/12				03	G O W	0.050	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2013	Discretionary	1,872,280		0	1,530,000	3,402,280
Totals				1,872,280		0	1,530,000	3,402,280

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	3,402,280	0	0	0	0
Totals	3,402,280	0	0	0	0



Six Year Transportation Improvement Program From 2013 to 2018

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

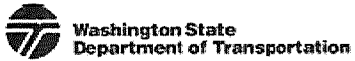
Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	3	Harbor Hill Drive Extension Harbor Hill Drive Terminus to Burnham Drive Complete the extension of Harbor Hill Drive to Burnham Drive. Developer funded.	WA-05019					01	C G P S T W	0.500	EA	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2013	Discretionary	300,000	OTHER	300,000	525,000	1,125,000
P	RW	2015	Discretionary	300,000	OTHER	300,000	400,000	1,000,000
P	CN	2016	Discretionary	2,000,000	PWTF	2,000,000	2,090,000	6,090,000
Totals				2,600,000		2,600,000	3,015,000	8,215,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	325,000	400,000	400,000	0	0
RW	0	0	1,000,000	0	0
CN	0	0	0	4,000,000	2,090,000
Totals	325,000	400,000	1,400,000	4,000,000	2,090,000



Six Year Transportation Improvement Program From 2013 to 2018

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

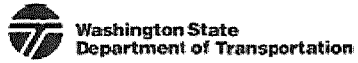
Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	4	Rosedale Street Improvements Rosedale Street Skansie Avenue to Shirley Avenue Minor widening to provide 2-thru lanes, channelization, left-turn pockets, bicycle lane and sidewalks on both sides of street.	WA-05029					03	C P T	0.340	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2013		0	TIB	200,000	450,000	650,000
Totals				0		200,000	450,000	650,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	650,000	0	0	0	0
Totals	650,000	0	0	0	0



Six Year Transportation Improvement Program From 2013 to 2018

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	5	Metering Roundabout at Sr16/Burnham Interchange Burnham Drive to Install metering at the westbound approach (Burnham bridge) of the roundabout located at westbound SR16/Burnham Interchange.	WA-05039					06			CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2013		0		0	85,000	85,000
P	CN	2013		0		0	300,000	300,000
Totals				0		0	385,000	385,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	85,000	0	0	0	0
CN	300,000	0	0	0	0
Totals	385,000	0	0	0	0



Six Year Transportation Improvement Program From 2013 to 2018

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
19	6	50th St Ct NW Improvements Phase 2 50th St Ct NW 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.	WA-05013	11/26/12				03	G P S T W	0.500	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2017		0	PWTF	150,000	0	150,000
P	CN	2018		0	PWTF	750,000	0	750,000
Totals				0		900,000	0	900,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	150,000
CN	0	0	0	0	500,000
Totals	0	0	0	0	650,000



Six Year Transportation Improvement Program From 2013 to 2018

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

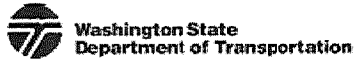
Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	7	Rosedale and Stinson Intersection Improvements Rosedale Drive and Stinson Ave. to Construct left turn pocket on south leg Stinson for left turns onto WB Rosedale. Construct right-turn only lane on north leg of Stinson to WB Rosedale.	WA-05017					03	C P S T		CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2018		0		0	30,000	30,000
Totals				0		0	30,000	30,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	30,000
Totals	0	0	0	0	30,000



Six Year Transportation Improvement Program From 2013 to 2018

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

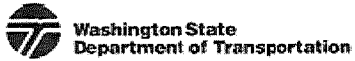
Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	8	38th Ave Improvements Phase 1 38th Avenue City Limits to 56th Street Complete design and construction of 2/3-lane section with turn pockets, bicycle lanes, curbs and gutters on one or both sides, landscaped planter strips, sidewalk, storm sewer improvements, provisions for future lighting.	WA-05018	11/26/12				03	C G O P S T W	1.000	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2013		0	PWTF	900,000	0	900,000
P	CN	2014		0	PWTF	8,900,000	0	8,900,000
Totals				0		9,800,000	0	9,800,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	500,000	400,000	0	0	0
CN	0	8,900,000	0	0	0
Totals	500,000	9,300,000	0	0	0



Six Year Transportation Improvement Program From 2013 to 2018

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

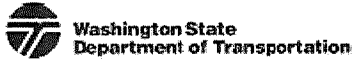
Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	9	Burnham Drive Phase 1 Burnham Drive Harbor Hill Dr Extension to SR-16 Interchange Reconstruction, including minor widening, turn lanes, curbs, gutters, sidewalks, storm sewer improvements, landscaped planter strips and lighting.	WA-05020					03	C G O P S T	1.000	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2017	STP(U)	400,000	TIB	335,000	400,000	1,135,000
P	RW	2018		0		0	500,000	500,000
Totals				400,000		335,000	900,000	1,635,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	1,135,000
RW	0	0	0	0	500,000
Totals	0	0	0	0	1,635,000



Six Year Transportation Improvement Program From 2013 to 2018

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

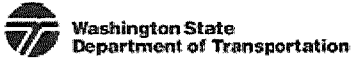
Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	10	Burnham Drive/Harbor Hill Dr Intersection Improvements Burnham Drive/Harbor Hill Drive to Improvements for intersection control at new intersection once Harbor Hill Drive is constructed through to Burnham Drive. Current concept is a modern roundabout.	WA-05021	11/26/12				03	C G O P S T W		CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2016		0		0	300,000	300,000
P	CN	2017	STP(U)	500,000	TIB	500,000	900,000	1,900,000
Totals				500,000		500,000	1,200,000	2,200,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	150,000	150,000	0
CN	0	0	0	0	1,900,000
Totals	0	0	150,000	150,000	1,900,000



Six Year Transportation Improvement Program From 2013 to 2018

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	11	Soundview and Hunt Intersection Improvement Soundview Drive and Hunt Street to Construct new traffic signal at the intersection with associated left turn pookets.	WA-05022	11/26/12				05	C P T		CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2016		0		0	90,000	90,000
P	CN	2017		0		0	600,000	600,000
Totals				0		0	690,000	690,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	30,000	60,000
CN	0	0	0	0	600,000
Totals	0	0	0	30,000	660,000



Six Year Transportation Improvement Program From 2013 to 2018

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	12	Wollochet Drive Improvements Wollochet Drive to Widen roadway to provide for 11 foot lanes, bicycle lanes, sidewalks, landscaping and illumination.	WA-05023	11/26/12				04	C G P S T W	0.050	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2018		0		0	60,000	60,000
Totals				0		0	60,000	60,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	60,000
Totals	0	0	0	0	60,000



Six Year Transportation Improvement Program From 2013 to 2018

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
14	13	SR 16/Olympic Drive Intersection Improvements to Widen to provide exclusive right-turn lane on each approach. Convert one existing through-lane on west approach to shared through-left turn lane. Adjust signal phasing as appropriate.	WA-05025					04			CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2018		0		0	125,000	125,000
Totals				0		0	125,000	125,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	125,000
Totals	0	0	0	0	125,000



Six Year Transportation Improvement Program From 2013 to 2018

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

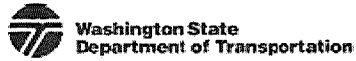
Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	14	Rosedale St NW/Skansie Ave Intersection Improvements Rosedale St NW/Skansie Ave. to Widen to provide left-turn lanes on east and west approaches.	WA-05026					05	C G O P S T W		CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2018		0		0	25,000	25,000
Totals				0		0	25,000	25,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	25,000
CN	0	0	0	0	250,000
Totals	0	0	0	0	275,000



Six Year Transportation Improvement Program From 2013 to 2018

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	15	38th Ave Improvements Phase II 38th Avenue 56th Street to Hunt Street Complete design and construction of a 2/3-lane section with left turn pockets, bicycle lanes, curbs, gutters, landscaped planter strip and sidewalk on east side only, storm sewer improvements.	WA-05027	11/26/12				03	C G O P S T W	0.050	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2013		0	PWTF	480,000	0	480,000
P	CN	2014		0	PWTF	4,800,000	0	4,800,000
Totals				0		5,280,000	0	5,280,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	480,000	0	0	0	0
CN	0	4,800,000	0	0	0
Totals	480,000	4,800,000	0	0	0



Six Year Transportation Improvement Program From 2013 to 2018

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	16	Skansie Avenue Improvements Skansie Avenue Rosedale Street to Hunt Street Minor widening to provide curb, gutter, storm sewer improvements, bicycle lane and sidewalks on both sides of street.	WA-05028	11/26/12				03	C P T	1.000	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2018		0		0	430,000	430,000
Totals				0		0	430,000	430,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	430,000
Totals	0	0	0	0	430,000



Six Year Transportation Improvement Program From 2013 to 2018

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

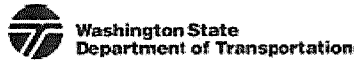
Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	17	Pt. Fosdick Pedestrian Improvements Pt. Fosdick Drive Harbor Country Drive to 36th Street Add sidewalk and bioswale along Pt. Fosdick Drive.	WA-05032	11/26/12				06	CGPT	0.050	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2013		0	PWTF	175,000	0	175,000
P	CN	2013		0	PWTF	575,000	0	575,000
Totals				0		750,000	0	750,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	175,000	0	0	0	0
CN	575,000	0	0	0	0
Totals	750,000	0	0	0	0



Six Year Transportation Improvement Program From 2013 to 2018

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	18	Harborview Drive Improvements Harborview Drive N. Harborview Drive to Pioneer Drive Downtown surface improvements and beautification project. Provide widened sidewalks, landscaping and pedestrian benches at key intersections.	WA-05033	11/26/12				06	C G P T	1.000	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2017		0		0	25,000	25,000
S	CN	2013		0		0	288,000	288,000
P	CN	2018		0		0	200,000	200,000
Totals				0		0	513,000	513,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	175,000
CN	288,000	0	0	0	200,000
Totals	288,000	0	0	0	375,000



Six Year Transportation Improvement Program From 2013 to 2018

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

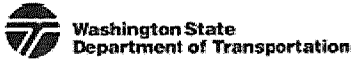
Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	19	Harbor Hill and Borgen Intersection Improvements Harbor Hill Dr and Borgen Blvd to Construct right-turn slip lane from EB Borgen Blvd to SB Harbor Hill Drive. Construct right-turn slip lane from NB Harbor Hill Drive to EB Borgen Blvd.	WA-05016	11/26/12				05			CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2018		0		0	70,000	70,000
Totals				0		0	70,000	70,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	70,000
Totals	0	0	0	0	70,000



Six Year Transportation Improvement Program From 2013 to 2018

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

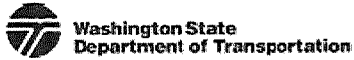
Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
14	20	Olympic/Hollycroft Intersection Improvements Olympic Drive and Hollycroft 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.	WA-05030	11/26/12				03	C P T		CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2016		0		0	2,000	2,000
P	CN	2017		0		0	24,000	24,000
Totals				0		0	26,000	26,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	2,000	0
CN	0	0	0	0	24,000
Totals	0	0	0	2,000	24,000



Six Year Transportation Improvement Program From 2013 to 2018

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

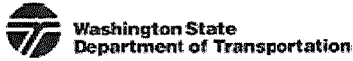
Y Inside

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	21	Vernhardson Street Improvements Vernhardson Street City Limits to Peacock Hill Avenue Pavement restoration and/or overlay, storm sewer, curbs, gutters and sidewalk(s), bicycle lanes (each of N. Harborview Drive).	WA-05031	11/26/12				05	CPSTW	0.340	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2018		0		0	50,000	50,000
Totals				0		0	50,000	50,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	50,000
Totals	0	0	0	0	50,000



Six Year Transportation Improvement Program From 2013 to 2018

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	22	Wagner Way/Wollochet Intersection Traffic Signal Wagner Way to Wollochet Drive Traffic signal at Wollochet Drive and Wagner Way.	WA-05035					06	C G P S T	0.010	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2013		0		0	50,000	50,000
P	CN	2013		0		0	450,000	450,000
Totals				0		0	500,000	500,000

Expenditure Schedule						
Phase	1st	2nd	3rd	4th	5th & 6th	
PE	50,000	0	0	0	0	0
CN	450,000	0	0	0	0	0
Totals	500,000	0	0	0	0	0

Six Year Transportation Improvement Program From 2013 to 2018

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

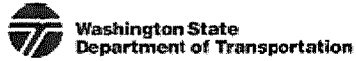
Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	23	Grandview Phase 2 Improvements Grandview Street Soundview Drive to McDonald Avenue Road (including sidewalk), storm water and lighting improvements.	WA-05036					03	C G O P S T W	0.020	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2017		0		0	172,000	172,000
Totals				0		0	172,000	172,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	172,000
Totals	0	0	0	0	172,000



Six Year Transportation Improvement Program From 2013 to 2018

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	24	Grandview Phase 1 Improvements Grandview Street Stinson Avenue to Pioneer Way Road (including sidewalks), stormwater and lighting improvements.	WA-05037					03	C G O P S T W	0.010	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2017		0		0	120,000	120,000
Totals				0		0	120,000	120,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	120,000
Totals	0	0	0	0	120,000



Six Year Transportation Improvement Program From 2013 to 2018

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

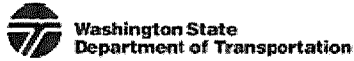
Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	25	Restripe Burnham Bridge to 4 Lanes Burnham Drive 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).	WA-05040	11/26/12				06		0.250	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2018		0		0	92,000	92,000
Totals				0		0	92,000	92,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	92,000
Totals	0	0	0	0	92,000



Six Year Transportation Improvement Program From 2013 to 2018

Agency: Gig Harbor

County: Pierce

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	26	Pedestrian Bridge Over SR16 None to Pedestrian bridge over SR16 in the vicinity of the Burnham Drive Interchange. This project is in conjunction with restriping the Burnham Drive bridge to 4 lanes.	WA-05041	11/26/12				32		0.050	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2018		0		0	500,000	500,000
Totals				0		0	500,000	500,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	500,000
Totals	0	0	0	0	500,000

	Federal Funds	State Funds	Local Funds	Total Funds
Grand Totals for Gig Harbor	6,587,480	20,365,000	12,548,000	39,500,480



Subject: Proposed "Cushman Trail Cottages"
Annexation (ANX 12-0001)

Proposed Council Action:

Consider the Notice of Intent to Commence
Annexation Proceedings

Dept. Origin: Planning Department

Prepared by: Tom Dolan
Planning Director

For Agenda of: November 26, 2012

A. Exhibits: Notice of Intent,
Annexation Process Outline, Vicinity
Map, Site Map, Record of Survey and
Letter dated 10/26/12 from Applicant.

Initial & Date

Concurred by Mayor: CCH 11/20/12
Approved by City Administrator: R- 11/29/12
Approved as to form by City Atty: by email
Approved by Finance Director:
Approved by Department Head: TD 11/20/12

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

INFORMATION / BACKGROUND

The City has received a Notice of Intention to Commence Annexation Proceedings for the Cushman Trail Cottage property. The proposed annexation consists of approximately 5 acres located west of Canterwood BLVD NW and 400 feet south of 122nd Street NW, and within the City's Urban Growth Area (UGA).

Pursuant to the process for annexations by code cities in Pierce County, a copy of the proposed legal description and map was sent to the Clerk of the Boundary Review Board (BRB) for technical review. Pierce County has approved the legal description and map.

By law, the City Council is required to meet with the proponents. Notice of the public meeting was posted on the City website and in dedicated posting locations. Additionally, this request was distributed to the Pierce County Fire District #5 and the Gig Harbor City Administrator, Chief of Police, Director of Operations, City Engineer, Wastewater Supervisor, City Engineering Technician, and the City's directors of Fire and Safety Services, Planning, and Finance.

At the November 26, 2012 meeting, the Council is to determine the following:

- 1. Whether the City Council will accept, reject, or geographically modify the proposing of

this area for annexation;

2. Whether the City Council will require the simultaneous adoption of a proposed zoning code; and
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed; and,
4. Whether the City Council will require additional annexation conditions.

If authorized by the City Council, the process can move forward with the circulation of a formal petition which will indicate the boundaries and conditions required for annexation. Before filing with the City, the petition must be signed by property owners of at least sixty percent (60%) of the assessed value of the proposed area in order to be certified by Pierce County and then scheduled for a public hearing in front of the City Council. After a public hearing, followed by the appeal period through the BRB, the City Council can adopt an ordinance to enact this annexation.

STAFF ANALYSIS

The Boundary Review Board is guided by RCW 36.93.180 in reviewing proposed annexations and is directed towards State objectives. These objectives, listed below, are also worthy of consideration by the Council in determining the appropriateness of this annexation, especially in light of the possible appeal of an approved annexation.

Objectives of boundary review board. (RCW 36.93.180)

The decisions of the boundary review board shall attempt to achieve the following objectives:

- (1) Preservation of natural neighborhoods and communities;
- (2) Use of physical boundaries, including but not limited to bodies of water, highways, and land contours;
- (3) Creation and preservation of logical service areas;
- (4) Prevention of abnormally irregular boundaries;
- (5) Discouragement of multiple incorporations of small cities and encouragement of incorporation of cities in excess of ten thousand population in heavily populated urban areas;
- (6) Dissolution of inactive special purpose districts;
- (7) Adjustment of impractical boundaries;
- (8) Incorporation as cities or towns or annexation to cities or towns of unincorporated areas which are urban in character; and
- (9) Protection of agricultural and rural lands which are designated for long-term productive agricultural and resource use by a comprehensive plan adopted by the county legislative authority.

Additional Considerations

The pre-annexation zoning established for the property is "R-1". As identified in the attached letter, the owner of the property proposes to develop the site with up to 15 cottages.

If the Council wishes to proceed with the annexation, the staff recommends that the existing legal description for the property be adopted.

BOARD OR COMMITTEE RECOMMENDATION

None

RECOMMENDATION / MOTION

Move to:

Deny the Notice of Intent to Commence Annexation.

OR ALTERNATIVELY

Accept the Notice of Intent to Commence Annexation subject to:

- 1. Acceptance of the proposed annexation boundary.**
- 2. Requirement of the simultaneous adoption of a proposed zoning code with the property being zoned R-1 upon annexation.**
- 3. Requirement of the assumption of proportionate indebtedness of the City.**

EXHIBITS

- A. Vicinity Map and Site Map**
- B. Annexation Process Outline**
- C. Notice of Intent to Commence Annexation**
- D. Record of Survey**
- E. Letter from the Applicant dated 10/26/12**



October 26 , 2012

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

**Annexation of Parr Property
'Cushman Trail Cottages'
Gary Parr's Cottage Community on Canterwood Blvd
Parcel # 0122254065**

Project Proposal

The site is just north of Saint Anthony's Hospital and just south of Canterwood Master planned community. The site is sandwiched between the Hospital and Canterwood's last undeveloped property. Access to the site is from Canterwood Blvd to the west and pedestrian access from the east from the Cushman Power trail. The 5 acre site has over 2 acres of reasonable level area on the northwest corner. About 3 acres has 25% - 30% slopes and a category 4 creek below.

Our proposal is to develop the northwest upper level area into a 14 home cottage community (possibly 15 with Carriage style home above garages). The concept is to create a more people oriented community based on single level homes with front porches fronting on a community green open space. This is a community where people get to know each other on daily basis due to the sharing of the community green, community center and community parking. Neighbors have to walk from the parking area to their homes where they can strike up a conversation. Automobiles and their required parking is secondary and is located on the periphery, residents and guests park in the front community parking area and 11 residents have daylight basement parking located off the alley. The alley is for private access only and maybe fire / emergency access. The alley is on the 'top of bank' and would require an easement over each properties back yard.

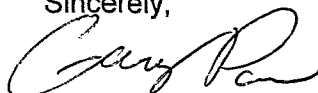
Rain water from the roofs and walkways will be returned to native soils by rain gardens between the homes and pervious paving. Parking lot and alley storm water would be collected via a catch basin and / or pervious pavement. The water would be cleaned by a bio-swale located on the shelf between the two retaining walls, see section at alley detail. If detention is required the clean water would then drain or filter into the storm pipe and slowly drain through the retaining wall material on the slopes below.

Each site is designed to have a front porch fronting on the community green and a private exterior deck on the back or side with views to the undisturbed woods. The backyard side areas are shared with an access use easement on the neighbors property, see Enlarged Lot Plan. The heated house footprint could be as large as 2,000 square feet but more like 1,000- 1,680 square feet. The lot area proposed are about 5,000 square feet (40' x 125'). The setbacks are generally per R-1 zoning standards, but we will be going through a Planned Residential Development process.

Annexation Request

We are requesting annexation in order to be part of the North Gig Harbor Community, have City Police protection, have public water and sewer at the cities reasonable rates, future developments residents will have some say in Gig Harbors policies and the platting / development process is simplified. We request that the City council review our plan and recommend annexation of this 5 acre property.

Sincerely,



Gary Parr
Gary Parr

And



David K. Fisher, AIA - Architect

- Attachments: Exhibit Map and Tree Survey
Parr overall Site plan
Enlarged Site plan with color
~~Parr - Site Section at Alley~~
Enlarged Lot plan
Barbara Best Biologist Letter

NOTICE OF INTENTION TO COMMENCE ANNEXATION
PROCEEDINGS

The Honorable Mayor and City Council
City of Gig Harbor
3510 Grandview Street
Gig Harbor WA, 98335

Dear Mayor and City Council:

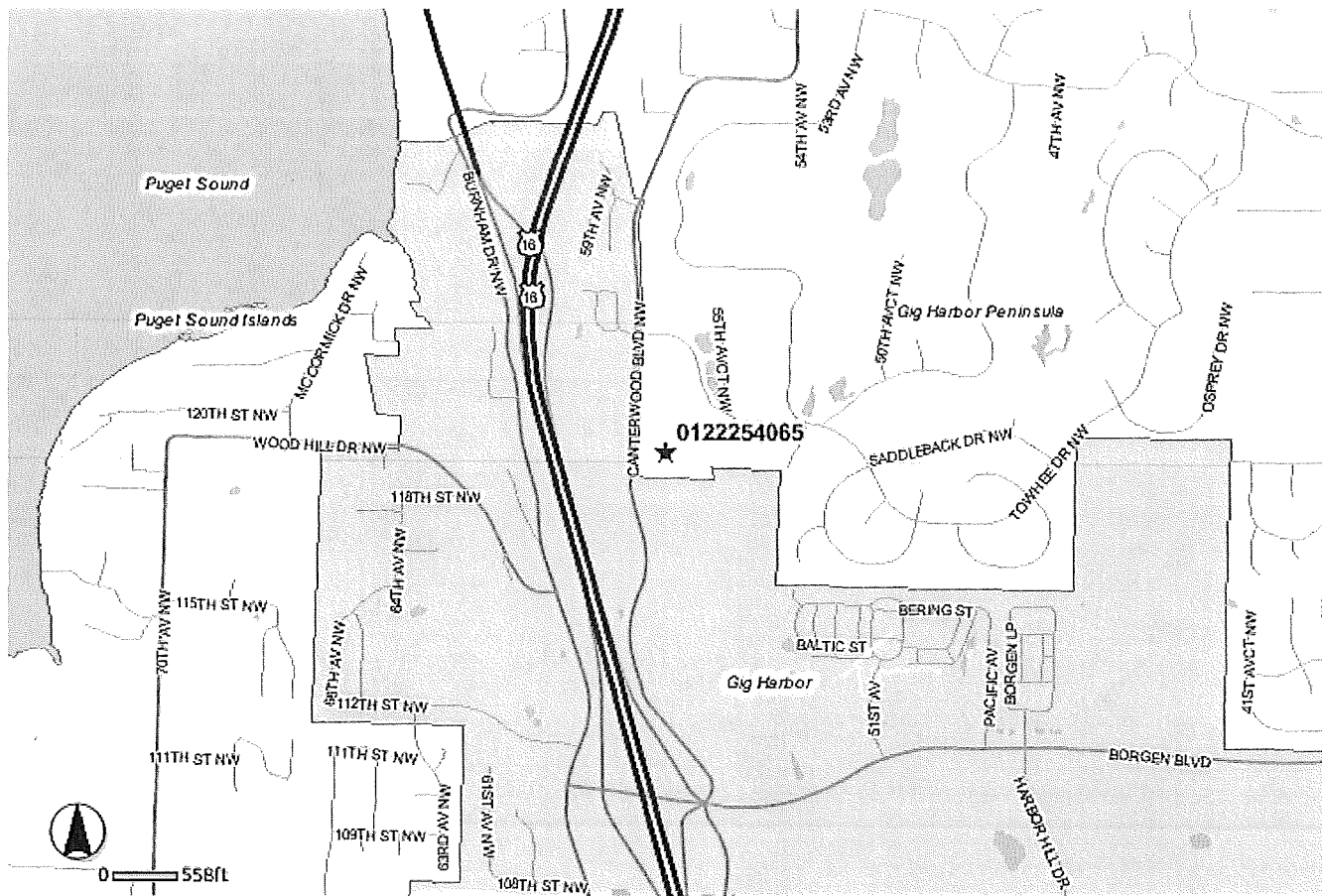
The undersigned, who are the owners of not less than ten percent (10%) of the acreage for which annexation is sought, hereby advise the City Council of the City of Gig Harbor that it is the desire of the undersigned owners of the following area to commence annexation proceedings:

The property herein referred to is legally described on Exhibit "A" attached hereto and is geographically depicted on a Pierce County Assessor's parcel map on Exhibit "B" further attached hereto.

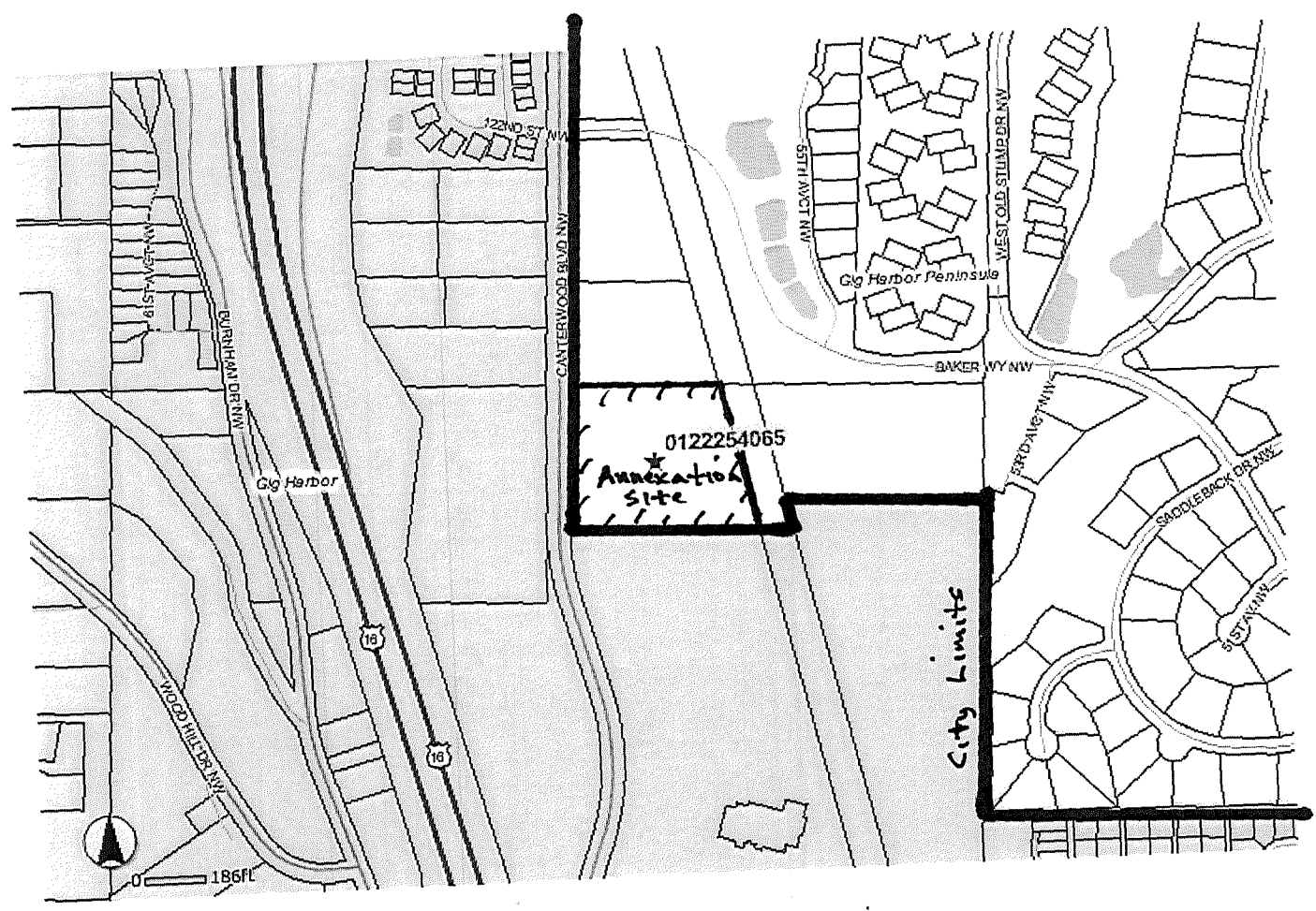
It is requested that the City Council of the City of Gig Harbor set a date, not later than sixty (60) days after the filing of this request, for a meeting with the undersigned to determine:

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require the simultaneous adoption of the zoning for the proposed area in substantial compliance with the proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 686; and
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed.

This page is one of a group of pages containing identical text material and is intended by the signers of the Notice of Intention of Commence Annexation Proceedings to be presented and considered as one Notice of Intention of Commence Annexation Proceedings and may be filed with other pages containing additional signatures which cumulatively may be considered as a single Notice of Intention of Commence Annexation Proceedings.



VICINITY MAP



ANNEXATION PROCESS FOR GIG HARBOR Direct Petition Method

The Direct Petition Method outlined below highlights the roles of the applicant/petitioner, the City of Gig Harbor, and Pierce County. Underlined text relates to time-sensitive items.

Further details and regulatory provisions can be located in the following locations:

- Revised Code of Washington (RCW) 35A.14.120.
<http://apps.leg.wa.gov/RCW/default.aspx?cite=35A.14>
This State law describes the process for the petition method of annexation for code cities, such as the City of Gig Harbor.
- Pierce County Annexation Resources
<http://www.co.pierce.wa.us/PC/services/home/property/pals/other/brb.htm>
The annexation facilitation and review responsibilities for Pierce County largely rest with the Boundary Review Board (**BRB**), which invokes jurisdiction when an appeal or legal concern is raised during review, as provided in RCW 36.93.
- Gig Harbor Municipal Code Chapter 17.88 “Annexations”
details the local submittal and review procedures, including land use designations
<http://www.codepublishing.com/wa/gigharbor.html>

Direct Petition Method Process Steps

1. The owners of no less than ten percent of the assessed value of the land area shall notify the Gig Harbor City Council, in writing, of their intention to commence annexation proceedings. Notice of Intention to Annex (NOI) forms are available from the Department of Community Development Planning Division and should be submitted directly to the Gig Harbor City Clerk, addressed to Gig Harbor City Council. The NOI must be accompanied by a legal description of the area through a licensed surveyor
2. The Gig Harbor City Council shall set a date no later than 60 days after the request is filed to hold a public meeting with the initiating parties to determine whether the City of Gig Harbor will:
 - accept, reject, or geographically modify the proposed annexation boundaries; and
 - require simultaneous adoption of the zoning as proposed by the Gig Harbor Comprehensive Plan and Zoning Map; and
 - require the area to be annexed to assume any portion of city indebtedness – i.e. bond associated with Eddon Boat public improvement project.

3. Prior to meeting with the initiating parties, City Planning staff will send the proposed legal description, (from point of beginning around the perimeter and back to point of beginning) along with 2 copies of Pierce County Assessor-Treasurer 1/4 section maps indicating the boundaries, to the Chief Clerk of the Boundary Review Board for review.
4. County staff will review proposals to help avoid the following: overlapping boundaries, gaps or islands, split parcels, and use of right-of-way centerlines (which are prohibited unless the other half has already been annexed). County staff will provide City Planning staff with comments about any corrections that may be necessary before City Council action.
5. If the Gig Harbor City Council chooses to modify the boundaries from what were found acceptable by County staff, another County review of the legal description and map is necessary. Any modification to the legal description must be adopted by resolution of the City Council. If the City Council decides to proceed with Notice of Intention for Annexation, their acceptance and any conditions must be noted in a resolution *or* in the meeting minutes. City council approval is required prior to circulation of the petition and must be included in the petition materials. } Public Meeting:
Required Council
acceptance to
proceed, possible
resolution
6. An annexation petition can then be circulated among effected property owners. Forms for this purpose are available through City of Gig Harbor Community Development Department which follow the standards of RCW 35A.01.040. The petition must contain the following items, as exactly referenced in the City Council motion:
 - the legal description (as found acceptable by County staff) and a map of the area to be annexed (these should be photocopied on the back side of each page of the petition); and
 - zoning code designations within the annexation area; and
 - details regarding the assumption of any portion of city indebtedness by the area to be annexed;
7. Owners of sixty percent of the assessed value of the proposed annexation area must sign and date their endorsement of the petition. Signatures must be current, dated within six months of the date that the petition is ultimately filed with the Gig Harbor City Clerk.
8. Within three days of receiving the authorized annexation petition, the City Clerk shall transmit the *original signed* petition to the Pierce County Assessor-Treasurer for determination of sufficiency (RCW 35A.01.040), together with a copy of the resolution *or* minutes by which the Gig Harbor City Council authorized the language and legal description of the original Notice of Intention to Annex. The Assessor-Treasurer, who determines sufficiency, must do so with reasonable promptness.
9. Once the petition has been certified as sufficient by Pierce County, the City Council will fix a date for a public hearing, publish a hearing notice in a newspaper of general circulation, and ensure the posting of three notices within the proposed annexation area.

10. The City Council holds a public hearing to fully consider the annexation petition. If the City Council approves the annexation, a motion should be passed to adopt a resolution to proceed with a NOI to the BRB. If after public comment, the City decides to modify the boundaries of the annexation area described in the petition, a modified legal description must be adopted by City Council resolution (County review of the modified legal description and map is necessary, along with any corrections by the City Council). If the Gig Harbor City Council modifies the legal description contained in the petition, the petition must still meet the 60% requirement and be re-certified by the Assessor-Treasurer. If after modification of the boundary, the petition no longer meets the 60% requirement, a new petition (with modified legal description and map) must be circulated and again certified by the Assessor-Treasurer. } Public Hearing:
Required Council Resolution for conditional approval

11. Within 180 days of adoption of the Gig Harbor City Council resolution conditionally approving the annexation, the Notice of Intention must be filed with the Boundary Review Board and assigned an official filing date. If the Chief Clerk of the BRB determines that the NOI is incomplete in any respect, no filing date will be assigned until corrections are made.

12. An affected agency or citizen, pursuant to RCW 36.93.100(3), has 45 days to request a public hearing before the BRB. If the 45-day period passes without such a request, the annexation is deemed approved by the Board. If there is a request for hearing, the Board must hold a hearing within 120 days of the request. It may approve, approve with modifications, or deny the annexation. The Board's decision is appealable within 30 days to Superior Court.

13. The City Council may either adopt or reject a final ordinance approving annexation of the area as approved by the BRB, but may not modify the proposed annexation at this point. The final ordinance contains the effective date of the annexation and legal description of the annexation area. The ordinance can be adopted on first reading and does not require an additional public hearing (a public hearing is required to conditionally accept the petition, see step #10). } Public Meeting:
Required Council ordinance required to approve and adopt annexation

14. The City Clerk must send a certified copy of the final ordinance to the County Council and to the Chief Clerk of the BRB, who will notify various affected agencies of the boundary change. The City Clerk must also file the certificate required by RCW 35A.14.700 with the State Office of Financial Management within 30 days of the effective date specified in the ordinance. The City is encouraged to record the annexation ordinance with the Pierce County Auditor.

For Additional Information, please call upon the Planning Division at the Gig Harbor Community Development Department, at (253) 851-6170. Please check the city of Gig Harbor website for development related information, www.cityofgigharbor.org.



Subject: First Reading – Ordinance amending Gig Harbor Municipal Code to address use of Maritime Pier

Proposed Council Action: Review proposed ordinance and bring back for approval at second reading.

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton
Special Projects

For Agenda of: November 26, 2012

Exhibits: Exhibits Draft ordinance and Use Authorization)

Concurred by Mayor: Initial & Date
Approved by City Administrator:
Approved as to form by City Atty:
Approved by Finance Director:
Approved by Department Head:

Table with 3 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values are n/a.

INFORMATION / BACKGROUND

The Maritime Pier is a new public facility in the heart of downtown Gig Harbor at 3003 Harborview Drive that was completed last month. It will provide limited loading/unloading use of a 152-ft drive-aboard pier for commercial vessels, and pick-up/drop-off access from a 12-ft x 40-ft float for the general public. Unlike Jerisich Floats, limited use by commercial vessels will be allowed.

Currently, Chapter 8.28 Public Docks identifies Jerisich Dock (and Floats) only. With completion of the new Maritime Pier, an amendment is necessary. Chapter 8.28 Public Docks will require a title change and apply to Jerisich Park only. A proposed ordinance adopting a new Chapter 8.29 is attached and will apply to the new Maritime Pier only.

All commercial vessels must sign a Use Authorization that requires proof of insurance kept on file with the City Clerk and is limited to "keyed" load/unload only. In order to maximize public use of the 40-ft float, transient moorage is prohibited in favor of pick-up / drop-off only. The 15-limit posting allows for enforcement, if abused. If the proposed use allowances become unmanageable or too restrictive, prompt changes to the code and/or Use Agreement will be initiated.

FISCAL CONSIDERATION

n/a

BOARD OR COMMITTEE RECOMMENDATION

The proposed code amendment was reviewed and approved by representatives of the Police Department, City Clerk, Marketing Department, Engineering, and Operations.

RECOMMENDATION / MOTION

Review ordinance and bring back for approval at second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO USE OF PUBLIC DOCKS, PIERS AND FLOATS; AMENDING THE TITLE TO CHAPTER 8.28 OF THE GIG HARBOR MUNICIPAL CODE FOR CLARITY; ADDING A NEW CHAPTER 8.29 ADOPTING REGULATIONS FOR USE OF MARITIME PIER; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City's Maritime Pier was constructed to provide new public access, pick-up/drop-off for passengers and limited commercial loading/off-loading and is now available for certain uses; and

WHEREAS, the Maritime Pier will provide new water access for commercial use that will stimulate the local economy through tourism, recreation, and heritage related activities; and

WHEREAS, the City Council desires to codify regulations regarding use of Maritime Pier and the attached floats; and

WHEREAS, the City Council desires to rename chapter 8.28 of the Gig Harbor Municipal Code from "Public Docks" to "Public Docks – Jerisich" to avoid any confusion with adoption of new provisions relating to Maritime Pier; Now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Chapter 8.28 - Title- Amended. The title of chapter 8.28 of the Gig Harbor Municipal Code is amended to "Public Docks – Jerisich."

Section 2. Chapter 8.29 - Added. A new chapter 8.29 entitled "Public Docks – Maritime Pier - is added to the Gig Harbor Municipal Code to read as follows:

8.29.010 Maritime Pier Public use.

The pier and float known as the Maritime Pier extending into the waters of Gig Harbor Bay are for the use and enjoyment of the general public, with limitations set forth in this chapter.

8.29.020 Alcoholic beverages prohibited.

There shall be no alcoholic beverages consumed on the Maritime Pier.

8.29.030 Boat fueling or repairing prohibited.

There shall be no fueling or repairs of boats on, from or in conjunction with the use of the Maritime Pier.

8.29.040 Motorized vehicles.

There shall be no motorized vehicles on the Maritime Pier unless authorized by the city under a properly executed Maritime Pier Commercial Vessel Use Authorization.

8.29.050 Mooring time limit.

No watercraft may use the Maritime Pier for loading and unloading purposes for a period exceeding 15 minutes, unless authorized by the city under a properly executed Maritime Pier Commercial Vessel Use Authorization.

8.29.060 Commercial activity.

Other than loading and unloading, there shall be no commercial activity conducted from the Maritime Pier.

8.29.065 Unloading/loading zones.

The float shall be set aside and clearly marked and signed for unloading and loading of watercraft passengers for a period of time not to exceed 15 minutes. A person responsible for navigating such watercraft must remain with the vessel while using the Maritime Pier. Any watercraft shall be moved from the unloading/loading zone immediately after loading or unloading if another watercraft needs to use the unloading/loading area.

8.29.070 Penalties and remedies.

A. Violations of this chapter shall be deemed a public nuisance under RCW 35.27.410 and in violation of the safety, health, morals and general welfare of the city.

B. Such remedies given by law for the prevention and abatement of nuisances shall apply hereto.

C. Appropriately located signs shall inform users of the dock of moorage time limits as expressed in GHMC 8.29.050 and shall be deemed notice as warning of impoundment by violations.

D. Violation of any portion of this chapter is an infraction and subject to a penalty of \$100.00 as provided in GHMC 1.16.010D. Said violation shall be just cause for the violating boat to be cabled to the dock or removed to another City property to insure compliance with this chapter. Upon proper notice in accordance with subsections F and G of this section, the violating boat shall be impounded.

E. For the purposes of this chapter, the fact that a boat has been so left beyond the permissible time periods without permission or notification of the police department is prima facie evidence of abandonment.

F. When boats with proper license plates or vehicle registration displayed are found in violation of this chapter, the registered owner shall be notified by certified or registered mail that such boat is in violation of this chapter and that after 24 hours of receipt of the certified or registered mail notice, the violating boat will be impounded by the police department of the city.

G. When boats without proper license plates or vehicle registration displayed are found in violation of this chapter and parties claiming ownership to said boats are not known, notice of violation of this chapter shall be affixed in a prominent portion to the boat stating that 72 hours subsequent to the affixation of such notice of violation the boat will be impounded by the police department of the city.

H. Within five days of the impoundment of violating boats, the city shall notify by registered or certified letter said owner, if known, of the impoundment of the boat, the redemption procedure and the opportunity for hearing to contest the propriety of impoundment. If the owner of the boat is not known, publication of the boat's description, make, model, size, and color, plus details of impoundment, redemption procedure and the opportunity for hearing to contest the propriety of impoundment within a newspaper of general and local readership shall constitute sufficient notice.

I. After 15 days of receipt of the registered or certified mail or publication in a general and local newspaper providing notice of the impoundment, the city shall hold for sale the impounded boat. Proceeds of the sale shall be applied to the towing and storage fees incurred through impoundment and any excess shall be deposited in the city treasury.

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

Section 4. Effective Date. This ordinance shall take effect and be in full force and effect five 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 December, 2012.

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: _____

MARITIME PIER COMMERCIAL VESSEL USE AUTHORIZATION

November 2012

The City of Gig Harbor is committed to preserving and enhancing the community and environment through proper management of the Gig Harbor Maritime Pier facility. In accordance with Washington Department of Ecology and the provisions of the Federal Clean Water Act, the City has established these Best Management Practices to help ensure the safekeeping of the Pier and the marine environment and for orderly and efficient administration of use of the Pier.

Background Information

The Gig Harbor Maritime Pier was constructed to provide new public pick-up/drop-off access for passengers and limited loading/unloading access for commercial vessels. It consists of a pier with a ramp and float. Entry to the pier by foot traffic is not prohibited. Drive-aboard use of the pier is limited by the placement of two locked bollards located at the entrance of the Pier. In addition, rolling security gates at the far end of the Pier are also locked. Drive-aboard access and use of the rolling security gates is allowed for users with a valid Commercial Vessel Use Authorization. This Use Authorization provides requirements and Best Management Practices for drive-aboard access and security measures for users of the facility.

Maritime Pier Access and Use

1. All users of the Maritime Pier must comply with chapter 8.29 of the Gig Harbor Municipal Code.
2. Any commercial vessel using the pier for drive-aboard access acknowledges the load rating capacities for the Maritime Pier shall not exceed 100 lbs. per square foot.
3. The bollards at the entrance of the Pier and the rolling security gates at the far end shall remain locked and in place when the pier is not being used by an authorized user. Each authorized user shall be responsible for replacing and locking bollards when use is completed.
4. Authorized users shall not leave motor vehicles unattended on the Pier. Idling is not allowed.
5. Pier access shall be limited to the time it takes to load or unload.
6. The following are **prohibited** at the Maritime Pier:
 - Painting, scraping and/or refinishing of vessels or vehicles
 - Repair or maintenance of engines, vessels or vehicles
 - Washing of vessels, vehicles, engines or other equipment
 - Storage of equipment and supplies of any kind
 - Loading or unloading of hazardous or flammable chemical materials, oil, antifreeze, paints, solvents, varnishes, gas cylinders, preservatives and/or batteries and the like
 - Discharging of contaminated bilge water or any other contaminants into the waters of the State.
7. The City may close all or any portion of the pier to allow for special events, maintenance, repair and other municipal purposes, at which time the pier may not be used under this Use Authorization.

Security Key - Certificate of Insurance

No commercial vessel may receive a security key or otherwise use the drive-aboard pier/rolling security gates without providing and maintaining in effect liability insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the Maritime Pier in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate. A valid certificate of insurance for the vessel and a valid certificate of insurance for the vehicle (if applicable) along with a security key deposit in the amount of \$150 must be provided to the City Clerk prior to release of the security key. No more than one key will be provided to each authorized vessel owner. Owner agrees to return the key to the City upon request, and acknowledges that failure to return the key upon request will result in forfeiture of the key deposit. The City Clerk will keep the insurance certificates on file and maintain a record of each key issued. Updated certificates of insurance shall be provided to the City annually upon the request of the City Clerk.

Emergency Contact Information

Dial 911 for all Emergencies

Non-Emergency Contact Information during regular business hours:

Public Works Marco Malich / (253) 851-6174
Gig Harbor Police Front Desk Office Hours (253) 851-2236
City Clerk Molly Towslee / (253) 853-7613

By signing below vessel owner agrees to abide by the Best Management Practices set forth above including all applicable federal, local and state laws and regulations. Owner further acknowledges that use of the secured portions of the pier is a privilege and that the City may revise the terms of use of the Maritime Pier at any time and may revoke this authorization upon written notice in the event of violation of the Best Management Practices or if otherwise determined to be in the best interests of the City or as necessary for municipal purposes.

Vessel Name: _____

Owner Name: _____

Authorized signature: _____

Printed name: _____

Date: _____

Address: _____

Telephone Number: _____

For City Use only:

- \$150 Deposit received
- Certificate of Insurance provided

Authorization approved:

City Clerk

Date



Business of the City Council
City of Gig Harbor, WA

Subject: First reading of ordinance amending the 2012 budget

Dept. Origin: Finance

Prepared by: David Rodenbach, Finance Director

For Agenda of: November 26, 2012

Proposed Council Action:
Adopt ordinance amending the 2012 budget

Exhibits: Ordinance

Concurred by Mayor: GRH 11/19/12
Approved by City Administrator: 12 11-19-12
Approved as to form by City Atty: e-mail
Approved by Finance Director: DR 11/19/12

Initial & Date

Expenditure	Amount	Appropriation
Required See below	Budgeted 0	Required See below

INFORMATION / BACKGROUND

As the 2012 fiscal year closes, it is evident that two funds, Hotel/Motel and Park Development, will require a budget amendment prior to year-end.

The recommended budget amendments to the 2012 Hotel/Motel and Park Development funds are as follows:

Fund	Original Budget	Amended Budget	Increase/ (Decrease)
Hotel/Motel	\$ 366,205	\$ 375,000	\$ 8,795
Park Development	\$3,037,881	\$4,717,881	\$1,680,000

The amendment to the Hotel/Motel fund is due to increased activities such as on-line and outdoor advertising, a cable media buy and technical upgrades. These additional activities totaling \$73,000 were approved by Council at the April 9, 2012 Council meeting. The amendment to the 2012 budget necessitated by these additional activities is \$8,795. The funding source for the additional budget is provided by a higher than budgeted/anticipated beginning fund balance for 2012.

The amendment to the Park Development fund is due to the purchase of the Rainier Yacht parcels located at 3525, 3535 and 3555 Harborview Drive. The purchase price for this property was \$1,674,532. Additional costs for appraisal and miscellaneous charges bring the total closer to \$1,680,000. Funds were provided through a transfer from the Civic Center Debt Reserve fund.

RECOMMENDATION / MOTION

Move to: Approve the ordinance amending the 2012 Budget after a public hearing and a second reading.

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON,
AMENDING THE 2012 BUDGETS FOR THE HOTEL/MOTEL, PARK
DEVELOPMENT AND CIVIC CENTER DEBT RESERVE FUNDS**

WHEREAS, an adjustment to the 2012 annual appropriation of the Park Development fund budget is necessary to provide budget authority for the purchase of the property located at 3555 Harborview Drive in Gig Harbor; and

WHEREAS, funds to purchase the property located at 3555 Harborview Drive were transferred from the Civic Center Debt Reserve fund; and

WHEREAS, adjustments to the 2012 annual appropriations of the Hotel/Motel fund were approved by City Council at the April 9, 2012 City Council meeting; and

WHEREAS, a formal amendment to the 2012 Hotel/Motel fund 2012 budget is required; and

WHEREAS, the Gig Harbor City Council held a public hearing to consider the budget amendments on November, 26, 2012; NOW, THEREFORE,

THE GIG HARBOR CITY COUNCIL ORDAINS AS FOLLOWS:

Section 1. The 2012 Budget shall be amended as follows:

Fund/Department	Original Appropriation	Amended Appropriation
107-Hotel/Motel	\$ 366,205	\$ 375,000
109-Park Development	\$3,037,881	\$4,717,881

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

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

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

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor

this ___ day of _____, 2012.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
ANGELA S. BELBECK

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