

Gig Harbor City Council Meeting

May 27, 2014

On Tuesday due to Holiday

5:30 p.m.



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Tuesday, May 27th, 2014 – 5:30 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes May 12, 2014.
2. Receive and File: IGA Minutes May 12, 2014.
3. Liquor License Action: a) Change of Corporate Officers – Shell Food Mart.
4. Resolution No. 964 – Amending the Public Works Committee and the Gig Harbor Arts Commission Meeting Dates and Times.
5. Tourism Promotional Video Production Contract.
6. Cushman Trail Project Phase 3 & 4 - WSDOT Local Agency Standard Consultant Agreement Supplement No. 2.
7. Approval of Payment of Bills May 27, 2014: Checks #75473 through #75580 in the amount of \$414,265.41.

PRESENTATIONS:

1. PenMet Parks – Terry Lee.
2. Gig Harbor Model Project Presentation - Rick Gagliano.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. First Reading of Ordinance – City Participation in State LOCAL Borrowing Program.
2. City Administrator Employment Contract.

STAFF REPORT:

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Skansie Netshed Ribbon Cutting – Sat. Jun 7th at 2:30 p.m.
2. Boards and Candidate Review: Mon. June 16th at 4:00 p.m.
3. Finance / Safety Committee: Mon. Jun 16th at 4:00 p.m.
4. Public Works Committee: Thur. June 19th at 3:00 p.m.
5. Reception for Chief Mike Davis: Mon. June 23rd at 4:00 p.m.

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – May 12, 2014

PRESENT: Councilmembers Malich, Arbenz, Perrow, Lovrovich, Payne, Kadzik and Mayor Pro Tem Ekberg. Mayor Guernsey was absent.

CALL TO ORDER: 5:30 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes Apr. 28, 2014.
2. Liquor License Action: Special Occasion – Coastal Heritage Alliance/Skansie Bros Netshed.
3. Resolution No. 963 – Surplus Property / Chalet Furniture.
4. Right-of-Way Dedication - Bellesara Development / Rush Residential, Inc.
5. Approval of Payment of Bills May 12, 2014: Checks #75358 through #75472 in the amount of \$620,798.12.
6. Approval of Payroll for the month of April: Checks #7257 through #7268 and direct deposits in the amount of \$358,092.54.

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

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Pierce County Flood Control District Interlocal Agreement. Public Works Director Jeff Langhelm presented this agreement that will allow the city to annually request the funds allocated through the Opportunity Fund. He gave an overview of the purposes that these funds can be used towards, and explained that the city may either spend the dollars or bank the allocation for future use. He further clarified that currently no projects have been identified as yet, but we need to file the notice of intent in order to obtain the funds. He addressed Council's questions.

Councilmember Payne commented that this is an opportunity for the city to be strategic and to partner with Pierce County to address the issues with Garr Creek.

MOTION: Move to authorize the Mayor Pro Tem to execute an Interlocal Agreement with Pierce County Flood Control Zone District to receive funding for Opportunity Fund Projects.
Malich / Payne - unanimously approved.

2. Public Hearing and Adoption of Ordinance No.1293 - DNR Annexation of the Bay. Senior Planner Lindsey Sehmel presented the background information for this process to finalize the annexation of the bay into the City.

Mayor Pro Tem Ekberg opened the public hearing at 5:40 p.m.

Dennis Reynolds – 200 Winslow Way, Bainbridge Island, WA. Mr. Reynolds, representing Stan and Judith Stearns, submitted a letter of concern regarding regulation of the docks on the Pierce County side of the bay. He said that they are not opposed to the annexation itself, but want to make sure their concerns are noted.

There were no further comments and the public hearing closed at 5:43.

MOTION: Move to adopt Ordinance No. 1293 formally approving the Department of Natural Resources Bay Annexation.

Kadzik / Payne - unanimously approved.

STAFF REPORT:

1. City Administrator Denny Richards reported on his attendance at the statewide Main Street Program Conference. He said the conference was outstanding and he gained a better understanding about what these people do in our community for economic development. They received two awards at the conference: one for Girls Night Out and for the Trolley Project for the cooperation and partnership involved. He encouraged Council to attend one of these conferences.

2. Public Works Director Jeff Langhelm said that the city received an award for “Project of the Year” from the Washington Chapter of the American Public Works Association for the Donkey Creek Project. On May 22nd, staff will go up and accept the award; he will report back at the next meeting.

PUBLIC COMMENT: None.

MAYOR’S REPORT / COUNCIL COMMENTS:

Councilmember Perrow said he was surprised to find out that staff knew in advance of the inaccuracies in the packet, but didn’t let Council know. This came out from the question by Councilmember Payne about the matching grant funds from the purchase of the Ancich Property. He said that resulted in council moving forward based on false information, which has undermined his faith in the information contained in the packets. He agreed that we are human and mistakes can be made, but if you know about it, you should own up. He said this should be addressed.

City Administrator Richards explained that when the Ancich Property was purchased, a waiver was supposed to be sent to the RCO, which didn’t happen. Trying to match the money to this RCO grant isn’t possible, but there are other grants that we can use the matching funds for. It didn’t come to most of our attentions until after the situation that Councilmember Perrow is referring to.

Councilmember Perrow said that if we are fortunate enough to get those two grants, we would have to come up with \$500,000 matching funds for each grant. It's a large amount of money.

Councilmember Malich asked how the money is allocated for the removal of derelict boats. Lt. Kelly Busey responded that the cost is reimbursed by the state at 90%, and so nothing would change. The annexation makes it easier to collect.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Public Works Committee: Thu. May 15th at 3:00 p.m.
2. Gig Harbor 2030 Open House – Thu. May 15th 5:00 p.m. – 7:00 p.m.
3. Joint City Council / Parks Commission Worksession Mon. May 19th at 5:30 p.m.
4. Civic Center Closed for Memorial Day: Mon. May 26
5. Council / Staff Pre-Budget Retreat: Tue. May 27th at 3:00 p.m.
6. City Council Meeting on Tuesday, May 27th at 5:30 p.m.

EXECUTIVE SESSION: The Mayor Pro Tem announced an Executive Session to begin at 5:50 p.m. for approximately 20 minutes to discuss property acquisition per RCW 42.30.110(1)(b).

MOTION: Move to return to regular session at 6:10 p.m.
Kadzik / Malich – unanimously approved.

ADJOURN:

MOTION: Move to adjourn the meeting at 6:120p.m.
Kadzik / Malich – unanimously approved.

CD recorder utilized: Tracks 1002 – 1013

Steven Ekberg, Mayor Pro tem

Molly Towslee, City Clerk



INTER-GOVERNMENTAL AFFAIRS COMMITTEE

DATE: May 12, 2014
TIME: 4:00 PM
LOCATION: EXECUTIVE CONFERENCE
SCRIBE: SHAWNA WISE
MEMBERS PRESENT: Council Member Malich, Council Member Payne, Council Member Perrow
STAFF PRESENT: City Administrator Denny Richards
OTHERS PRESENT: Briahna Taylor, GTH-GA
Travis Lumpkin, GTH-GA via teleconference

The meeting convened at 4:05 p.m.

Travis Lumpkin gave a Federal overview. He stated the Tax Extenders Bill is moving in the Senate and said that any changes to municipal bonds will not be on this bill. He added that the online sales tax may get passed onto this bill but feels it will be after the elections before that legislation is passed and enacted into law.

Councilmember Payne joined the meeting at 4:10 p.m.

Mr. Lumpkin said they continue to work on the Sand Spit and the Coastguard Reauthorization Bill.

He said he understands the City will not be moving forward with the Boating Infrastructure Grant at this time but it is something he would like to continue having conversations about where a grant might be appropriately redirected.

Mr. Lumpkin said the transportation bill is moving and they are monitoring it closely.

He shared that there has been support for bringing earmarks back and that if they do, they will be limited to public entities. He stated the City is in a good position to compete for dollars if the earmarks do come back.

Councilmember Payne thanked the lobbyists for all of their hard work in finding opportunities, such as BIG, but because the Council could not say there was extensive public outreach or input, they could not move forward.

Councilmember Payne asked if the City were to continue progress with a project for a BIG grant, is it every two years. Ms. Taylor explained that it is every year and if we were to proceed forward with the Maritime Pier Project, she recommends that there is proper documentation so that any funds expended could be used as local funds.

Briahna Taylor directed attention to the Gig Harbor Community Transportation Funding Priorities attached to the agenda. She explained that this list is a result of a meeting with City staff and the Chamber.

Regarding the Tacoma Narrows Bridge Tolls, Ms. Taylor stated that the group would like to request legislation that would defer repayment of the \$58 million in sales tax until 2031 when other bonds on the facility would have been retired.

Ms. Taylor explained that the transportation committee would also like to request funding from the state for DOT to complete a traffic congestion relief study and to consider allocating funding in future years for any improvements identified in the study. She stated that the City also requests \$8 million in funding to complete the Harbor Hill Drive Extension.

She shared that the last item on the list is \$2.4 million in funding for the next phase of SR 302 and that the Gig Harbor community supports efforts to allocate funding.

Ms. Taylor gave a brief election campaign update stating that it will be by narrow margins and the City should keep this in mind when working on Legislative priorities and prospects of the 2015 session.

Councilmember Malich asked about the state law allowing only one port for each county and Ms. Taylor said she would research and get more information to him.

Councilmember Payne stated that he would like to request from Administration and the Mayor that the IGAC be informed of any activity regarding grants and communication that involve our lobbyists by staff or subcommittees. Councilmember Malich and Councilmember Perrow agreed.

Councilmember Payne shared that the Peninsula School District Board President asked for City endorsement of the upcoming levy and bond. Councilmember Perrow and Councilmember Malich agreed and they are recommending a resolution to endorse the upcoming bond and levy.

Meeting adjourned at 4:55 p.m.

Next Meeting: TBD



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: 4/13/14

DRL

TO: MOLLY TOWSLEE, CITY CLERK
RE: CHANGE OF CORPORATE OFFICERS/STOCKHOLDERS APPLICATION

UBI: 601-126-093-001-0004

License: 079609 - 1U County: 27
Tradename: SHELL FOOD MART/GIG HARBOR MINI MART
Loc Addr: 6615 WOLLOCHET DR NW
GIG HARBOR WA 98335
Mail Addr: 5105 57TH AVE NW
GIG HARBOR WA 98335-7385
Phone No: 253-459-3365 SALISH CHANGELA

APPLICANTS:
SATISH CHANGELA, INCORPORATED
ATLANTIC RICHFIELD CO., FRANCHISOR
CHANGELA, SATISH AMRITLAL
1961-07-30
CHANGELA, VARSHA SATISH
1965-05-12
CHANGELA, SHIVANI S
1992-03-18
CHANGELA, ROSHNI S
1994-04-09

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.

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

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE



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

Subject: Resolution – Amending the Meeting date and time of the Public Works Committee and the meeting time of the Gig Harbor Arts Commission

Proposed Council Action:

Motion to adopt this resolution amending the meeting date and time for the Public Works Committee and the meeting time of the Gig Harbor Arts Commission.

Dept. Origin: Administration
Prepared by: Molly Towslee, City Clerk
For Agenda of: May 27, 2014
Exhibits: Resolution
Concurred by Mayor: *MT 5-19-14*
Approved by City Administrator: *R 5/16/14*
Approved as to form by City Atty: *by email*
Approved by Finance Director: N/A
Approved by Department Head: _____

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

INFORMATION / BACKGROUND

The Public Works Committee continues to experience scheduling conflicts for the current meeting date and time, and wish to consolidate with other meeting dates. This resolution would change the meeting date and time to the second Monday of each month at 4:00 p.m.

Gig Harbor Arts Commission has determined that it would be more efficient and allow better participation if the meeting time was changed from 5:30 p.m. to 10:00 a.m. This works well with the meeting calendar, and with staff support.

The attached resolution reflects these changes in date and times to meet for these two committees.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt this resolution amending the meeting date and time for the Public Works Committee and the meeting time of the Gig Harbor Arts Commission.

RESOLUTION NO. 964

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AMENDING THE DATE AND MEETING TIME OF THE PUBLIC WORKS COMMITTEE AND THE GIG HARBOR ARTS COMMISSION.

WHEREAS, the Council desires to amend the meeting date and time of the Public Works Committee and the meeting time of the Arts Commission to facilitate the membership;

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

Section 1. Due to scheduling conflicts and the desire to consolidate meeting time and dates, the regular meeting time for the Public Works Committee has changed as follows:

A. Public Works Committee. The Public Works Committee established under GHMC chapter 2.51 shall meet on the second Monday of the month at 4:00 p.m.

Section 2. The Arts Commission regular meeting time for the Arts Commission has changed as follows:

A. Arts Commission. The Arts Commission established under GHMC chapter 2.49 shall meet on the second Tuesday of the month at 10:00 a.m.

Section 3. Notice of the meetings of these committees shall be posted with the preliminary agenda of the body according to the procedures and in the places described in Resolution No. 713.

RESOLVED by the City Council this 27th day of May, 2014

APPROVED:

Jill Guernsey, Mayor

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

FILED WITH THE CITY CLERK: 05/16/14
PASSED BY THE CITY COUNCIL: 05/27/14
RESOLUTION NO. 964



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

**Subject: Tourism Visitor Video Production
Consultant Services Contract**

Proposed Council Action: Authorize and award and execution of attached consultant services contract to Voortex Productions, LLC for a total of eight thousand five hundred dollars (\$8,500.00).

Dept. Origin: Administration - Marketing

Prepared by: Karen Scott
Marketing Director

For Agenda of: May 27, 2014

Exhibits: Attached Contract

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial & Date

5/11 5-19-14
R 5/16/14
apprvd via email 5/14
OR 5/16

Expenditure	Amount	Appropriation
Required \$ 8,500	Budgeted \$ 9,500	Required 0

INFORMATION / BACKGROUND

The contract for services is attached. The City desires Charley Voorhis and his team at Voortex Productions, LLC to work directly with City Marketing Office to create a visitor destination video. The project will be guided by our over-arching marketing campaign and brand. A visitor video is requested as a tool to increase awareness as Gig Harbor as a destination with focus on our natural beauty, attractions and recreation through network broadcast. Production will appeal to our target market: the leisure traveler within a three hour radius, the meeting planner, and US Open attendees. Included in the production will be three versions: television spot, hotel versions, and visitor center version, each with scripts to include minimal voice over and emphasis on modern, simple yet exquisite photography. Script will be written in coordination with Marketing Office. This production will have a shelf life through year end 2016, if not longer.

FISCAL CONSIDERATION

The expense is within the \$9,500 that was anticipated in the adopted 2014 budget, identified under the Hotel Motel Fund, Objective No. 1.

BOARD OR COMMITTEE RECOMMENDATION

Recommend that the Council authorize and accept the contract.

RECOMMENDATION / MOTION

Move to: Authorize the award and execution of contract for the Tourism Visitor Video Production to Voortex Productions, LLC for a total of Eight Thousand Five Hundred Dollars (\$8,500.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
Voortex Productions, LLC**

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

RECITALS

WHEREAS, the City is presently engaged in visitor video production and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed eight thousand five hundred dollars (\$8,500.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit 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 September 30, 2014; 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 by an 'A' rated

company licensed to conduct business in the State of Washington. If such coverage is written on a claims made form, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City of Gig Harbor.

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 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:
Voortex Productions LLC

City of Gig Harbor
ATTN: Karen Scott

ATTN: Charley Voohis
25 No. Wenatchee Ave. Ste.210
Wenatchee, WA 98801
(509) 885-7564

3510 Grandview Street
Gig Harbor, WA 98335
(253) 853-3554


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 14²⁷
day of May, 2014.

CONSULTANT

CITY OF GIG HARBOR

By: 
Its: Voortex Productions - Owner

By: _____
Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A. Scope of Activities. Charley Voorhis and his team from Voortex Productions, LLC will work directly with City of Gig Harbor Marketing Office to create a video campaign to include the following:

- Within the framework of our over-arching marketing campaign, a visitor video is requested, to increase awareness as Gig Harbor as a destination with focus on our natural beauty, attractions and recreation. Production will appeal to our target market: the leisure traveler who are planning trips within a three hour radius, to meeting planners and groups attending conferences, seminars, and appeal to US Open attendees.
- Create the three versions: television spot, hotel versions, and visitor center version. Each with scripts – minimal text, short, clean, modern, simple. Script should be written in coordination with Marketing Office.
 1. 2 versions of 30 second general Gig Harbor ad focusing on natural beauty (for broadcast use at city discretion and booking)
 2. 1 general version (for visitor fun to include recreation and highlighting all lodging options (for visitor center use and others at city discretion)
 3. 1 copy for each hotel with specific footage of each of the three hotels (for their use. Those being INN at Gig Harbor, The Maritime Inn, The Wesley Inn).
- Scout locations
- Procure talent, music and other necessary staff
- Shoot video
- Edit individual videos (presented above)
- Present draft of video for input
- Finalize and adjust, reshoot if needed
- Deliver finals
- Hold file for future use as directed by Marketing Office

EXHIBIT B. Charge for Services.

Voortex Productions, LLC will be paid by the City of Gig Harbor in three installments during the course of the contract, between May 27th and August 30th, 2014.

Voortex Productions will submit an invoice on June 1st of \$4,000, July 1st of \$2,250, (upon progress update), and August 30th of \$2,250 (upon delivery of finals).

The fee structure presented above includes all incidental expenses. No additional invoices from the Consultant will be accepted, including those for meals or mileage.



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

Subject: Cushman Trail Project Phase 3 & 4
WSDOT Local Agency Standard Consultant
Agreement Supplement No. 2

Proposed Council Action: Approve and authorize the Mayor to execute a WSDOT Local Agency Standard Consultant Agreement Supplemental No. 2 with David Evans and Associates, Inc. in the not to exceed amount of \$14,984.68 for a revised amended contract not to exceed amount of \$297,237.34.

Dept. Origin: Public Works/Engineering
Prepared by: Stephen Misiurak, PE
City Engineer
For Agenda of: May 27, 2014
Exhibits: WSDOT Local Agency
Standard Consultant
Supplemental Agrmt No. 2

Initial & Date

Concurred by Mayor: *[Signature]* 5/21/14
Approved by City Administrator: _____
Approved as to form by City Atty: *[Signature]* 5/21/14
Approved by Finance Director: *[Signature]* 5/21/14
Approved by PW Director: *[Signature]* 5/21/14

Expenditure Required	\$14,984.68	Amount Budgeted	\$3,163,000	Appropriation Required	\$ 0
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INFORMATION / BACKGROUND

On June 10, 2013, City Council approved a Local Agency Standard Agreement with David Evans and Associates, Inc. in the amount of \$241,283.48 for the completion of the final design, federal NEPA permitting, and preparation of final bid ready construction documents.

On December 4, 2013, City Council approved Local Agency Supplemental Agreement No. 1 with David Evans and Associates, Inc. for additional redesign work along the portion of Phase 4 alignment consisting of the realignment of the trailhead at Borgen Boulevard to avoid newly identified wetlands at this location in order to simplify the local and federal permit processes.

This Supplement No. 2 provides for additional redesign work to reduce the estimated construction cost for the Phase 3 portion of the project by eliminating the custom joist hangers and placing the bridge joists on top of the timber framed cross beams. It is estimated that the construction cost savings could be in excess of \$100,000.

FISCAL CONSIDERATION

This project is funded through various grants and local matching funds. For Phase 3, the project is funded by grants through the Federal Highway Administration, Transportation, Community and System Preservation (TCSP) program, and the Congestion Management and Air Quality (CMAQ) program. For Phase 4, the project is funded by a state grant through the Washington Public Works Assistance Account (PWAA) and local funds. The budget summary for this item is provided in the table below.

Phase 3 Budget –

TCSP	\$652,000.00
CMAQ	\$663,000.00
Local Funds	<u>\$548,000.00</u>
Sub-Total	\$1,863,000.00

<u>Phase 4 Budget –</u>	
PWAA	\$1,200,000.00
Local Funds	<u>\$100,000.00</u>
Sub-Total	\$1,300,000.00
Total Budget	<u>\$3,163,000.00</u>

<u>Expenditures –</u>	
Lochner Contract	\$25,791.74
Lochner Supplement #1	\$53,396.84
DEA Contract	\$241,283.48
DEA Contract Suppl 1	\$40,969.18
DEA Contract Suppl 2	<u>\$14,984.68</u>
Total Expenditures	\$376,425.92
Remaining Budget	<u>\$2,786,574.08</u>

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Approve and authorize the Mayor to execute a WSDOT Local Agency Standard Consultant Agreement Supplemental No. 2 with David Evans and Associates, Inc. in the not to exceed amount of \$14,984.68 for a revised amended contract not to exceed amount of \$297,237.34.



Supplemental Agreement Number 2 _____		Organization and Address David Evans and Associates, Inc. 3700 Pacific Highway East, Suite 311 Fife, WA 98424	
Original Agreement Number		Phone: (253) 250-0671	
Project Number TCSP-11WA(026)	Execution Date	Completion Date 3/15/2015	
Project Title Cushman Trail Phase 3	New Maximum Amount Payable \$ 297,237.34		
Description of Work Revise the bridge design for Phase 3 to eliminate the custom joist hangers and place the joists on top of the cross beams. The initial joist hanger design matched the design for Phase 2. However, the revised design will result in an estimated reduction in construction costs of approximately \$265,000 while still maintaining an appearance matching Phase 2 for the trail users. Attached is the project schedule including Supplement 2.			

The Local Agency of City of Gig Harbor
desires to supplement the agreement entered into with David Evans and Associates, Inc
and executed on 06/11/2013 and identified as Agreement No. _____
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
See attached Scope of Services - Exhibit B

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Completion date remains March 15, 2015.

III

Section V, PAYMENT, shall be amended as follows:
The maximum amount payable is increased by \$14,984.68 to \$297,237.34 including a \$1,226.50 increase in the fixed fee for a total fixed fee of \$19,788.93 for this project
as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: ALAN M. TEBAWDI

By: _____

Alan M Tebaldi

Consultant Signature

Approving Authority Signature

Date



Cushman Trail Project

EXHIBIT B
SCOPE OF SERVICES
CUSHMAN TRAIL SUPPLEMENT 2

The original Consultant contract dated June 11, 2013 included the Phase 3 bridge design provided by the City to David Evans and Associates, Inc. (DEA) at the 65% design level which consisted of joist hangers to support the bridge joists. In order to reduce the estimated construction cost for Phase 3, the City requests that DEA redesign the Phase 3 bridge to eliminate the custom joist hangers and place the bridge joists on top of the cross beams. This redesign work was not included in the original contract.

The following scope of services accomplishes the desired changes requested by the City.

PHASE 3 Revised Bridge Design

A. Bridge design revisions

DEA will revise the bridge design to eliminate the joist hangers and support the bridge joists on top of the cross beams. The design will include necessary blocking and connectors to ensure the bridge is structurally sound and meets seismic design parameters.

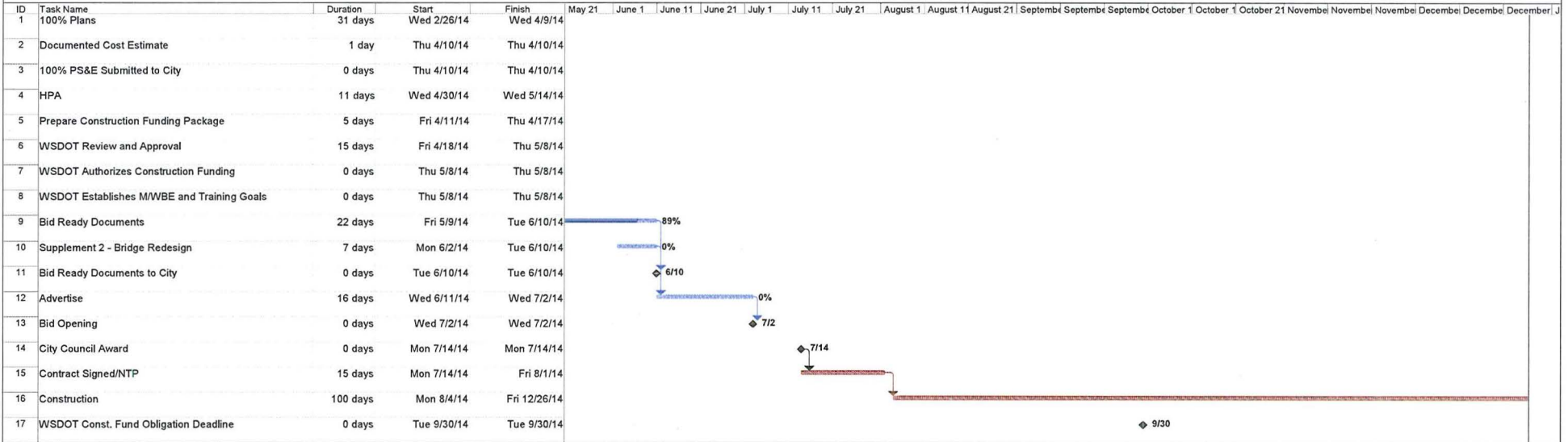
B. Revise Plans and Specifications

DEA will revise the plans and specifications to reflect the new bridge design. This scope will provide contract documents ready for advertisement.

C. QC

DEA will provide quality control reviews of the revised bridge design including structural calculations, plans, specifications and contract documents.

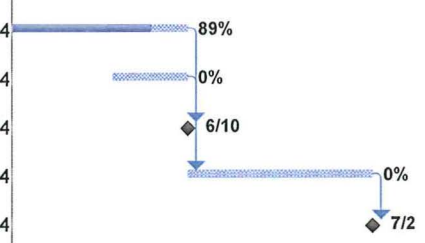
Cushman Trail Schedule - Phase 3 - 05-20-14 - condensed timescale.mpp



Critical Progress	Manual Task	Critical	Baseline Milestone	Manual Summary	Inactive Task
Task	Start-only	Critical Split	Milestone	Project Summary	Inactive Milestone
Split	Finish-only	Baseline	Summary Progress	External Tasks	Inactive Summary
Task Progress	Duration-only	Baseline Split	Summary	External Milestone	Deadline

Cushman Trail Schedule - Phase 3 - 05

ID	Task Name	Duration	Start	Finish	May 21	June 1	June 11	June 21	July 1
1	100% Plans	31 days	Wed 2/26/14	Wed 4/9/14					
2	Documented Cost Estimate	1 day	Thu 4/10/14	Thu 4/10/14					
3	100% PS&E Submitted to City	0 days	Thu 4/10/14	Thu 4/10/14					
4	HPA	11 days	Wed 4/30/14	Wed 5/14/14					
5	Prepare Construction Funding Package	5 days	Fri 4/11/14	Thu 4/17/14					
6	WSDOT Review and Approval	15 days	Fri 4/18/14	Thu 5/8/14					
7	WSDOT Authorizes Construction Funding	0 days	Thu 5/8/14	Thu 5/8/14					
8	WSDOT Establishes M/WBE and Training Goals	0 days	Thu 5/8/14	Thu 5/8/14					
9	Bid Ready Documents	22 days	Fri 5/9/14	Tue 6/10/14					
10	Supplement 2 - Bridge Redesign	7 days	Mon 6/2/14	Tue 6/10/14					
11	Bid Ready Documents to City	0 days	Tue 6/10/14	Tue 6/10/14					
12	Advertise	16 days	Wed 6/11/14	Wed 7/2/14					
13	Bid Opening	0 days	Wed 7/2/14	Wed 7/2/14					
14	City Council Award	0 days	Mon 7/14/14	Mon 7/14/14					
15	Contract Signed/NTP	15 days	Mon 7/14/14	Fri 8/1/14					
16	Construction	100 days	Mon 8/4/14	Fri 12/26/14					
17	WSDOT Const. Fund Obligation Deadline	0 days	Tue 9/30/14	Tue 9/30/14					



Critical Progress		Manual Task		Critical		Baseline Miles
Task		Start-only		Critical Split		Milestone
Split		Finish-only		Baseline		Summary Pro
Task Progress		Duration-only		Baseline Split		Summary

G H M P



gig harbor model project





GABLED FAMILY



side-gabled



front-gabled



cross-gabled



shed (half-gabled)



parallel gables



saltbox

HIPPED FAMILY



simple



pyramidal



cross-hipped



dual-pitched, hipped
("mansard" when steep
lower slope)



half-hipped



parallel-hipped



deck (flat-topped,
hipped)



gable-on-hip

FLAT FAMILY

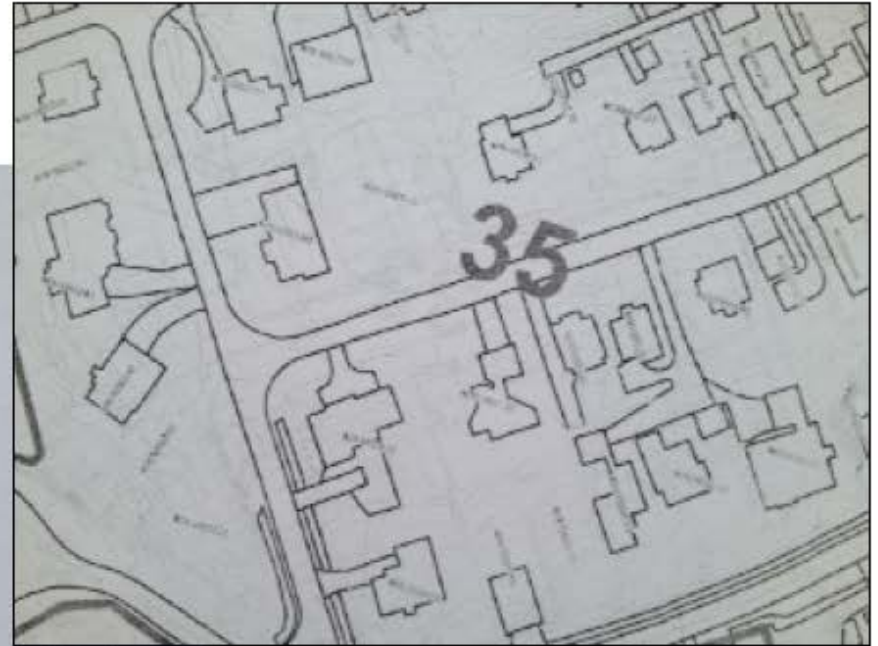


flat, with eaves



flat, with parapet

ROOF SHAPES





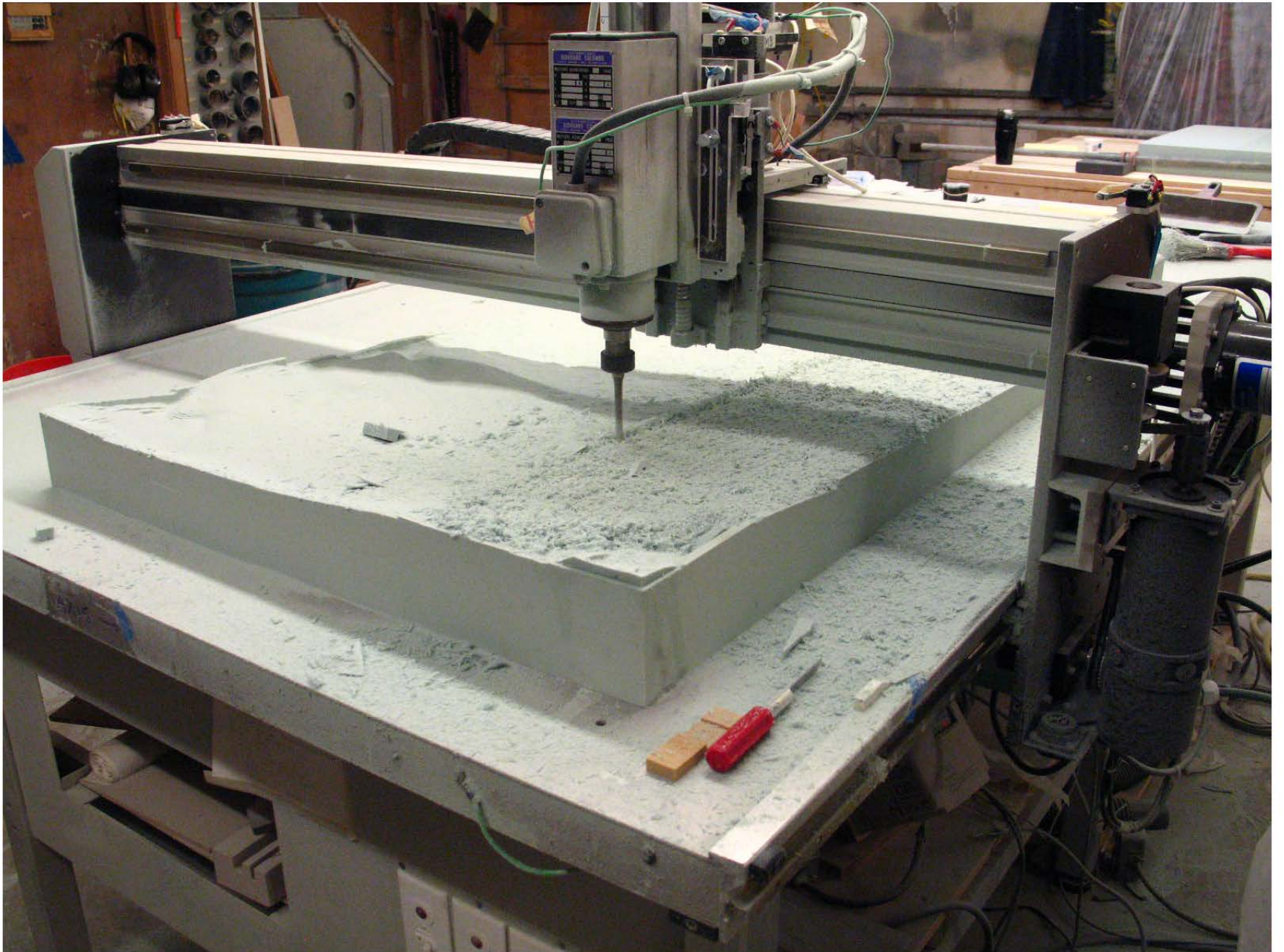






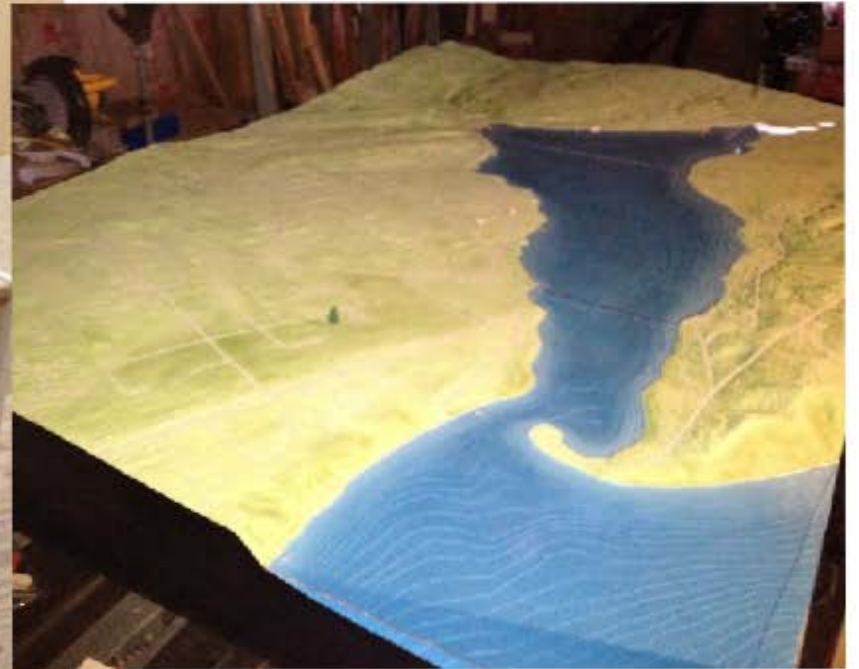
















GHMP

2012



gig harbor model project



GHMP



GIG HARBOR MODEL PROJECT

The Gig Harbor Model project was conceived in 2012 as an integral 3-dimensional tool for the Downtown Vision and Re-Vitalization effort, that continues to bring student volunteers, community members, business and property owners, and the City Boards, Commissions and Staff together to embrace "The Harbor", and plan for its enduring future.

Project Coordinators
Darrin Filand and Rick Gagliano

Dedicated to the memory of
Michael Fisher and Theresa Malich

Financial Support Provided by:



Rotary Club of Gig Harbor



"A Special Thanks to Rauda Scale Models, Murdock's Cabinets and 2 Bot"



Business of the City Council
City of Gig Harbor, WA

Subject: First reading of ordinance
Authorizing city participation in the
Local Option Capital Asset Lending
Program (LOCAL)

Proposed Council Action:
Adopt the ordinance authorizing execution
of the financing contract after second
reading

Dept. Origin: Finance

Prepared by: David Rodenbach, Finance Director

For Agenda of: May 27, 2014

Exhibits: Ordinance and attachments

Initial & Date

Concurred by Mayor:

5/22/14

Approved by City Administrator

Approved as to form by City Atty: by e-mail

Approved by Finance Director:

5/20/14

Expenditure	Amount	Appropriation
Required See below	Budgeted 0	Required See below

INFORMATION / BACKGROUND

The LOCAL program is an expanded version of the successful state agency lease/purchase program and is managed by the State Treasurer. The major benefits of LOCAL are (1) simplicity and (2) low cost financing. The city will benefit from the current program credit rating of Moody's **Aa2** and low issuance fees and expenses.

The latest notes issued under this program were August 22, 2013 with an interest rate of 1.37%.

FISCAL CONSIDERATION

The 2014 budget includes a vehicle (SUV) for Building and Fire, 2 pickup trucks, a 1 ton dump truck and a fork lift for Public Works; and 2 patrol vehicles for Police. Most of the vehicles have been purchased and are in are nearly ready for use.

The total cost for the fully equipped vehicles is expected to be around \$260,000. The bond funding provided through participation in the State Treasurer LOCAL program will reimburse the city for the funds expended to purchase and equip these vehicles.

The funds will be available sometime in mid-August and the first payment will be due December 1. Total annual debt service (principal plus interest) will be about \$75,000 per year with final payoff in 2019.

RECOMMENDATION / MOTION

Adopt the ordinance amending the 2014 budget.

ORDINANCE NO. _____

**AUTHORIZATION FOR THE ACQUISITION OF PERSONAL
PROPERTY AND EXECUTION OF A FINANCING CONTRACT
AND RELATED DOCUMENTATION RELATING TO THE
ACQUISITION OF SAID PERSONAL PROPERTY.**

WHEREAS, the City of GIG HARBOR (the "Local Agency") has executed a Notice of Intent to the Office of State Treasurer, in the form attached hereto as Annex 1 (the "NOI"), in relation to the acquisition of and the financing of the acquisition of the Property, as defined below, under the provisions of RCW ch 39.94; and

WHEREAS, it is deemed necessary and advisable by the City Council of the Local Agency that the Local Agency acquire the equipment and/or personal property identified on Annex 1 attached hereto ("Property"); and

WHEREAS, it is deemed necessary and advisable by the City Council of the Local Agency that the Local Agency enter into a Local Agency Financing Contract with the Office of the State Treasurer, in the form attached hereto as Annex 2 (the "Local Agency Financing Contract"), in an amount not to exceed \$260,000, plus related financing costs, in order to acquire the property and finance the acquisition of the property;

WHEREAS, the Local Agency will undertake to acquire or to reimburse itself for the acquisition of the property on behalf of and as agent of the Washington Finance Officers Association (the "Corporation") pursuant to the terms of the Local Agency Financing Contract, and in accordance with all applicable purchasing statutes and regulations applicable to the Local Agency; and

WHEREAS, the Local Agency desires to appoint the individual set forth in Annex 3 as the representative of the Local Agency in connection with the acquisition of the Property and execution of the Local Agency Financing Contract (the "Authorized Agency Representative");

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO ORDAIN; as follows:

Section 1. The individual holding the office or position set forth in Annex 3 is hereby appointed as representative of the Local Agency in connection with the acquisition of or reimbursement for the acquisition of the Property and execution of the Local Agency Financing Contract and all other related documents. One Authorized Agency Representative shall be required to execute any one document in order for it to be considered duly executed on behalf of the Local Agency.

Section 2. The form of the Local Agency Financing Contract attached hereto as Annex 2 is hereby approved and the Authorized Agency Representative is hereby

authorized and directed to execute and deliver the Local Agency Financing Contract, in an amount not to exceed \$260,000, plus related financing costs, and in substantially the form attached hereto with such changes as may be approved by the Authorized Representative for the acquisition of or the reimbursement for the acquisition of the Property and financing of the acquisition of the property.

Section 3. The Local Agency hereby authorizes the acquisition of or the reimbursement for the acquisition of the property as agent of the Corporation in accordance with the terms and provisions of the Local Agency Financing Contract.

Section 4. The Authorized Representative is hereby authorized to execute and deliver to the Office of State Treasurer all other documents, agreements and certificates, and to take all other action, which they deem necessary or appropriate in connection with the financing of the property, including, but not limited to, any amendment to the NOI and agreements relating to initial and ongoing disclosure in connection with the offering of securities related to the financing.

Section 5. This ordinance shall take effect and be in full force five (5) days after 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 _____, 2014.

CITY OF GIG HARBOR

JILL GUERNSEY, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

FILED WITH THE CITY CLERK: 00/00/14
PASSED BY THE CITY COUNCIL: 00/00/14
PUBLISHED: 00/00/14
EFFECTIVE DATE: 00/00/14
ORDINANCE NO:

CERTIFICATE OF AUTHORIZING ORDINANCE

I, the undersigned, Clerk of the City of Gig Harbor (the "Local Agency"), DO HEREBY CERTIFY:

1. That the attached Ordinance No. _____ (herein called the "Ordinance") is a true and correct copy of a Ordinance of the Local Agency passed at a regular meeting of the City Council held on the ____ day of _____, 2014, and duly recorded in my office;

2. That said meeting was duly convened and held in all respects in accordance with law; and to the extent required by law, due and proper notice of such meeting was given; that a quorum of the City Council was present throughout the meeting and a legally sufficient number of members of the City Council voted in the proper manner for the passage of the Ordinance;

3. That all other requirements and proceedings incident to the proper passage of the Ordinance have been duly fulfilled, carried out and otherwise observed;

4. That the Ordinance remains in full force and effect and has not been amended, repealed or superseded; and

5. That I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand as of this ____ day of _____, 2014.

City Clerk

Notice of Intent

State of Washington LOCAL(Local Option Capital Asset Lending)

Local Government Information

County: Pierce

Legal Name: City of Gig Harbor

MCAG No.: 0587

Contact Person: David Rodenbach

Title: Finance Director

Address: 3510 Grandview Street, Gig Harbor, WA

Zip: 98335

Phone: 253.853.7610

Fax: 253.851.8563

E-mail: rodenbachd@cityofgigharbor.net

Would you prefer to receive financing documents (check one): Already have financing documents

MS Word 6.0 by e-mail 3.5" disk - Word 97 by U.S. mail Hard copy by U.S. mail

Property (Real Estate or Equipment)

Property description (include quantity, if applicable): Purchase six vehicles and a forklift

Total cost: \$260,000 Maximum amount to finance: \$260,000

Finance term: five (5) years Useful life: six (6) years Desired financing date: August 2014

Purpose of property (Please be specific and include dept. of use): Provide city services

If real estate, the Real Estate Worksheet: Is attached Will be provided by (date) _ _

If equipment, will the property purchase price be paid with: program proceeds or general funds to be reimbursed from program proceeds? If general funds are to be used, include a copy of the local agency's reimbursement resolution with the financing documents.

Security Pledge

Voted general obligation of local government. Non-voted general obligation of local government

Other Information

Approximate population: 7,670 (not required for cities and counties).

If any of the following apply, please provide a complete discussion on a separate page:

Yes No Does the local government use registered warrants, interfund loans or other cash flow borrowing?

Yes No Is the local government a party to significant litigation?

Yes No Is this a reimbursement? If yes, date funds spent _ _


We are not required to submit the Credit Form because _ _

Has local government received a bond rating in the last two years? Yes No Bond rating(s): _ _
(attach rating agency letter)

By executing this Notice of Intent, the local agency acknowledges, agrees to and accepts its designation and appointment as the agent of the nominal lessor in connection with the acquisition of the project. By executing this Notice of Intent, the local agency further acknowledges and agrees that certificate counsel and any other special counsel to the state in connection with the authorization, issuance and delivery of the certificates and the related financing documents shall not be acting and shall not be deemed to act, as counsel to the local agency, nor shall any attorney-client relationship exist or be deemed to exist between such counsel and any participating local agency in connection with such matters.

Submitted by: David Rodenbach

Title: Finance Director

Signature: 

Date: January 8, 2014

Transaction No. _____

LOCAL AGENCY FINANCING CONTRACT, SERIES 20__
(Equipment)

This Local Agency Financing Contract, Series 20__ (the "Agency Financing Contract") is entered into by and between the state of Washington (the "State"), acting by and through the State Treasurer (the "State Treasurer"), and the City of Gig Harbor, a City of the State (the "Local Agency").

RECITALS

WHEREAS, certain State agencies (as defined in Appendix I hereto, "State Agencies") are authorized to acquire real and personal property used or needed by such State Agencies through Agency Financing Contracts entered into pursuant to Chapter 356, Laws of Washington, 1989, codified as Chapter 39.94 of the Revised Code of Washington (the "RCW"), as supplemented and amended (the "Act"); and

WHEREAS, Chapter 291, Laws of Washington, 1998 supplemented and amended the Act to authorize the State to enter into Agency Financing Contracts on behalf of certain local agencies (as described therein, "Local Agencies"), including the Local Agency, to finance the acquisition of real and personal property by such Local Agencies; and

WHEREAS, the State Treasurer has established a consolidated program providing for the execution and delivery of certificates of participation in such Agency Financing Contracts, or in Master Financing Contracts with respect thereto, in series from time to time in order to provide financing or refinancing for the costs of acquisition of real and personal property by State Agencies and Local Agencies; and

WHEREAS, simultaneously with the execution and delivery hereof, the State is entering into a Master Financing Contract, Series 20__, dated as of the Dated Date (the "Master Financing Contract") with the Washington Finance Officers Association, a nonprofit corporation duly organized and existing under and by virtue of the laws of the state of Washington (the "Corporation"), to provide financing for the costs of acquisition of certain items of personal property by certain State Agencies and Local Agencies, including the Local Agency, under the terms set forth therein; and

WHEREAS, the State Treasurer and the Local Agency have determined that it is necessary and desirable to enter into this Agency Financing Contract to provide financing or refinancing for the costs of acquisition of certain items of personal property, described in Exhibit B hereto (the "Property"), by the Local Agency; and

WHEREAS, the State Finance Committee has authorized the execution and delivery of this Agency Financing Contract pursuant to Resolution No. 987 adopted on October 7, 2003; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Agency Financing Contract do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Parties hereto are now duly authorized to execute, deliver and perform their respective obligations under this Agency Financing Contract;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other valuable consideration, the Parties hereto mutually agree as follows:

Section 1.1 Defined Terms. Capitalized terms used but not otherwise defined in this Agency Financing Contract shall have the respective meanings given such terms in Appendix I hereto.

Section 1.2 Notice of Intent; Personal Property Certificate; Certificate Designating Authorized Local Agency Representative. The Local Agency has delivered a Notice of Intent to the State Treasurer in the form of Exhibit A attached hereto and incorporated herein by this reference. In order to evidence its acceptance of the Property financed and acquired pursuant hereto, the Local Agency has executed and delivered herewith, or will execute and deliver within 60 days from the Dated Date to the State Treasurer, a Personal Property Certificate in the form of Exhibit B attached hereto and incorporated herein by this reference. The Local Agency has delivered a Certificate Designating Authorized Agency Representatives to the State Treasurer in the form of Exhibit C attached hereto and incorporated herein by this reference. Said Certificate is currently in force and has not been amended, withdrawn or superseded, and the signatures shown thereon are true and correct originals of the signatures of the persons who hold the titles shown opposite their names. The signature of any one of the individuals shown on said Certificate is sufficient to bind the Local Agency under this Agency Financing Contract with respect to any of the undertakings contemplated herein. The terms and provisions set forth in Appendix II hereto are incorporated herein and made a part hereof by this reference.

Section 1.3 Installment Sale and Purchase of Property. The State hereby agrees to sell, assign and convey, and does hereby sell, assign and convey to the Local Agency, and the Local Agency hereby agrees to purchase, acquire and assume, and does hereby purchase, acquire and assume, from the State, all of the State's right, title and interest in and to the Property and all proceeds and profits thereof and therefrom, subject to the security interest created pursuant to Section 2.5 of Appendix II hereof, and the Local Agency agrees to pay in consideration thereof the Purchase Price therefor and interest thereon and the Additional Costs in accordance with Section 1.4 hereof, and all other amounts required to be paid by the Local Agency hereunder, all in accordance with the provisions of this Agency Financing Contract.

Section 1.4 Agency Installment Payments. In consideration of the sale of the Property and the covenants and agreements of the State in this Agency Financing Contract, the Local Agency hereby promises to pay to the State the following amounts at the following times: (a) On each Agency Installment Payment Date, the Agency Installment Payment set forth in Exhibit D hereto, consisting of a Principal Component and/or an Interest Component as set forth in such Exhibit; and (b) All Additional Costs incurred by the State in connection with the sale of the Property to the Local Agency, the execution and delivery of the Certificates, and the observance and performance of the Series 20__ Agreements, within thirty (30) days following receipt of an invoice from the State with respect thereto which includes (i) a brief description of each such Additional Cost, (ii) the party to whom payment is due, (iii) the amount thereof, and (iv) such additional information as the Local Agency may reasonably request.

Section 1.5 Term. The term of this Local Agency Financing Contract shall commence on the Dated Date and shall terminate on the date on which all amounts due hereunder shall have been paid or the payment thereof duly provided for pursuant to Section 4.3 of Appendix II hereof.

STATE OF WASHINGTON
OFFICE OF THE STATE TREASURER

City of Gig Harbor
as Local Agency

By _____
Designated Treasurer Representative

By _____
Authorized Agency Representative

By _____
Authorized Agency Representative

Notice of Intent

State of Washington LOCAL (Local Option Capital Asset Lending)

Local Government Information

County: Pierce

Legal Name: City of Gig Harbor

MCAG No.: 0587

Contact Person: David Rodenbach

Title: Finance Director

Address: 3510 Grandview Street, Gig Harbor, WA

Zip: 98335

Phone: 253.853.7610

Fax: 253.851.8563

E-mail: rodenbachd@cityofgigharbor.net

Would you prefer to receive financing documents (check one):
 Already have financing documents
 MS Word 6.0 by e-mail 3.5" disk - Word 97 by U.S. mail Hard copy by U.S. mail

Property (Real Estate or Equipment)

Property description (include quantity, if applicable): Purchase six vehicles and a forklift

Total cost: \$260,000 Maximum amount to finance: \$260,000

Finance term: five (5) years Useful life: six (6) years Desired financing date: August 2014

Purpose of property (Please be specific and include dept. of use): Provide city services

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If equipment, will the property purchase price be paid with: program proceeds or general funds to be reimbursed from program proceeds? If general funds are to be used, include a copy of the local agency's reimbursement resolution with the financing documents.

Security Pledge

Voted general obligation of local government. Non-voted general obligation of local government

Other Information

Approximate population: 7,670 (not required for cities and counties).

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Yes No Is the local government a party to significant litigation?

Yes No Is this a reimbursement? If yes, date funds spent _ _

We are not required to submit the Credit Form because _ _

Has local government received a bond rating in the last two years? Yes No Bond rating(s): _ _
(attach rating agency letter)

By executing this Notice of Intent, the local agency acknowledges, agrees to and accepts its designation and appointment as the agent of the nominal lessor in connection with the acquisition of the project. By executing this Notice of Intent, the local agency further acknowledges and agrees that certificate counsel and any other special counsel to the state in connection with the authorization, issuance and delivery of the certificates and the related financing documents shall not be acting, and shall not be deemed to act, as counsel to the local agency, nor shall any attorney-client relationship exist or be deemed to exist between such counsel and any participating local agency in connection with such matters.

Submitted by: David Rodenbach

Title: Finance Director

Signature: 

Date: January 8, 2014

Personal Property Certificate

Name of Local Agency:	City of Gig Harbor
Address:	3510 Grandview Street
	Gig Harbor, WA 98335-51

All capitalized terms not defined herein shall have the meanings assigned to such terms in the Local Agency Financing Contract that this Exhibit B is attached to. The undersigned **David Rodenbach** does hereby certify, that he is an Authorized Agency Representative of the **City of Gig Harbor** (the "Local Agency") pursuant to the terms of the Local Agency Financing Contract.

The undersigned, confirms that the Property described below will be placed in use at the location listed below. The undersigned confirms that the Property described below has been delivered to and received by the Local Agency. All installation or other work necessary prior to the use thereof has been completed. The Property has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the Local Agency and complies with all terms of the Master Financing Contract and the Local Agency Financing Contract.

Notwithstanding the foregoing, the undersigned does not waive or limit, by execution of this certificate, any claim against the vendor or any other seller, installer, contractor or other provider of property or services related to the purchase, shipment, delivery, installation or maintenance of the Property.

The Local Agency further confirms that the Property will be used to fulfill an essential governmental function which the Local Agency has the authority to provide in the State.

PROPERTY INFORMATION

Description: _____ Name of Vendor: _____
 _____ Address: _____

Serial No.: _____

Tag No.: _____

Location of Property _____
 Acquired: _____

INSTRUCTIONS TO STATE TREASURER FOR PAYMENT:

Disburse to: Vendor City County Treasurer Other
 Entity Name: City of Gig Harbor
 Disbursement Amount: \$ 260,000
 Method of Payment: ACH Wire Check
 ACH/Wire Instructions: _____

Attached hereto are:

1. A vendor's invoice for the Property approved by the Local Agency.
2. A Certificate of Insurance, demonstrating liability insurance coverage and stating that insurance will be renewed annually automatically, unless said office notifies the State Treasurer of any discontinuation of coverage.

In connection with the Local Agency's acquisition of the Property as agent of the Washington Finance Officers Association, you are hereby requested to make a disbursement as indicated above.

 Authorized Agency Representative
 Date: _____

Countersigned and
 Approved for Payment: _____
 Designated State Treasurer Representative
 Date: _____

CERTIFICATE DESIGNATING AUTHORIZED AGENCY REPRESENTATIVE

I, Jill Guernsey, Mayor of the City of Gig Harbor (the "Local Agency"), hereby certify that, as of the date hereof, pursuant to Ordinance No. _____, the following individual is an "Authorized Agency Representative," as indicated by the title appended to his signature, that the following individual is duly authorized to execute and deliver the Local Agency Financing Agreement to which this Certificate is attached as Exhibit C, and all documentation in connection therewith, including but not limited to the Personal Property Certificate(s) attached thereto as Exhibit B, that the signature set forth below is the true and genuine signature of said Authorized Agency Representative and that pursuant to such Ordinance, the following signature is required on each of the aforementioned documents in order to consider such documents executed on behalf of the Local Agency:

_____ David Rodenbach, Finance Director
(signature)

Dated this ____ day of _____, 2014.

Mayor, City of Gig Harbor

SUBSCRIBED AND SWORN TO before me this _____ day of _____,
2014.

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

Printed Name: _____

My Commission Expires: _____

"Annex 3 to Authorizing Ordinance (Equipment)"

CERTIFICATE DESIGNATING AUTHORIZED AGENCY REPRESENTATIVE

I, Jill Guernsey, Mayor of the City of Gig Harbor (the "Local Agency"), hereby certify that, as of the date hereof, pursuant to Ordinance No. _____, the following individual is an "Authorized Agency Representative," as indicated by the title appended to his signature, that the following individual is duly authorized to execute and deliver the Local Agency Financing Agreement to which this Certificate is attached as Exhibit C, and all documentation in connection therewith, including but not limited to the Personal Property Certificate(s) attached thereto as Exhibit B, that the signature set forth below is the true and genuine signature of said Authorized Agency Representative and that pursuant to such Ordinance, the following signature is required on each of the aforementioned documents in order to consider such documents executed on behalf of the Local Agency:

_____ David Rodenbach, Finance Director
(signature)

Dated this ____ day of _____, 2014.

Mayor, City of Gig Harbor

SUBSCRIBED AND SWORN TO before me this _____ day of _____,
2014.

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

Printed Name: _____

My Commission Expires: _____



Business of the City Council
City of Gig Harbor, WA

Subject: City Administrator Employment Contract with Ronald L. Williams

Proposed Council Action:

Authorize the Mayor to sign the Employment Contract with Ronald L. Williams

Dept. Origin: Administration

Prepared by: Mayor Jill Guernsey & HR Analyst Mary Ann McCool

For Agenda of: May 27, 2014

Exhibits: City Administrator Employment Contract; 2014 Salary Range.

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: N/A

Approved as to form by City Atty: by email 5/22/14

Approved by Finance Director: _____

Approved by Department Head: _____

Expenditure \$120,000 Required	Amount Budgeted	\$150,000	Appropriation 0 Required
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INFORMATION / BACKGROUND

The attached Employment Contract was drafted by City Attorney Angela Summerfield and the terms accepted by Ronald L. Williams.

FISCAL CONSIDERATION

The salary for the City Administrator position is included in the 2014 Administration Budget. The salary amount for the remainder of 2014 will be approximately \$70,000.00.

BOARD OR COMMITTEE RECOMMENDATION

None

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to sign the City Administrator Employment Contract with Ronald L. Williams.

**EMPLOYMENT AGREEMENT-CITY ADMINISTRATOR
CITY OF GIG HARBOR**

This Agreement has been entered into this _____ day of May, 2014, with an agreed starting date of June 2, 2014, by and between the CITY OF GIG HARBOR, a Washington municipal corporation (the "City") and RONALD L. WILLIAMS ("Mr. Williams").

WHEREAS, the Mayor is authorized under Chapter 2.10 of the Gig Harbor Municipal Code to appoint a qualified person of the office of the City Administrator; and

WHEREAS, the provisions of the post of City Administrator are set forth in the attached Exhibit A; and

WHEREAS, such code provisions require that the Administrator be employed by a written contract stating all terms of employment, compensation and detailing the methods of termination by other parties;

NOW, THEREFORE, in consideration of the mutual benefits to be derived the parties agree as follows:

1. Duties. The City hereby employs Mr. Williams as City Administrator of the City of Gig Harbor to perform the functions and duties as set forth in the attached job description, incorporated by this reference as fully as if herein set forth, and to perform such other legally permissible and property duties and functions as the Mayor of the City shall delegate.

2. Termination.

2.1 The employment of the City Administrator is at will. The City Administrator may be terminated by the Mayor at any time for the convenience of the City. After six months of employment, if Mr. Williams is terminated by the City and Mr. Williams is willing and able to perform the duties of City Administrator, or if the City otherwise breaches the provisions of this Agreement, the City agrees to pay Mr. Williams severance pay equal to two months' current salary, to provide two months' written notice of termination of employment, or to provide any combination thereof, at the City's discretion, not to exceed two months' total compensation.

2.2 Mr. Williams agrees to give the City a minimum of two months' written notice prior to a voluntary resignation from the position of City Administrator to plan and allow for an orderly transition of City business.

2.3 During the course of this Agreement, Mr. Williams agrees that he shall not perform services for any other entity of any kind or nature whatsoever. This Agreement is intended to be an exclusive employment arrangement. This exclusivity is

based upon the need to maintain public confidence and avoid the appearance of any impropriety. Provided, however, that nothing herein shall be construed to prohibit Mr. Williams from teaching at an accredited school, college or university with the express written consent of the Mayor, or volunteering his or her services in any capacity.

3. Salary and Benefits.

3.1 Salary. The City agrees to pay Mr. Williams for his services a monthly salary of Nine Thousand, Nine Hundred and Eighty Dollars (\$9,980.00). Pay periods shall be the same as other non-represented City employees. Subject to the limits of the approved salary range, the monthly salary shall be adjusted on the anniversary date of this Agreement by the same annual cost of living adjustments as provided to other non-represented City employees in the annual salary ordinance.

3.2 Benefits. The City agrees to provide Mr. Williams all current and future benefits provided to other non-represented City employees as approved and provided in City policy and budget documents. Examples of such benefits include, but are not limited to: Health insurance, retirement, City-paid holidays, and sick leave. Mr. Williams' vacation accrual rate will start at 10 hours per month and will be adjusted thereafter on his anniversary date in accordance with the City's personnel policies. Mr. Williams' vacation usage, accrual limits, and cash outs shall comply with the City's personnel policies.

3.3 Membership Dues. The City recognizes the value of Mr. Williams' membership and participation in certain professional organizations. The City shall pay Mr. Williams' annual dues as a member of the Washington City/County Management Association and the International City/County Management Association.

4. Performance Evaluation. The Mayor shall review and evaluate the performance of Mr. Williams at least once annually in advance of the adoption of the annual operating budget. Such review and evaluation shall be in accordance with the standard procedures employed by the City and based upon the job description. The job description which is attached (Exhibit A) may be amended at any time. The Mayor shall determine the duties of the position which shall be affirmed by the City Council in the annual budget ordinance. The Mayor shall include any changes to the job description in her report to the City Council when requesting adjustments to the annual salary ordinance as a part of the budget process. Nothing herein shall be interpreted to provide for-cause termination rights to the employee, and the evaluation procedure is for the sole purpose of assuring that the Mayor's expectations and the performance of the City Administrator are discussed on a regular basis, at least annually.

5. Insurance and Indemnification.

5.1 The City shall bear the full cost of any fidelity or other bonds required of Mr. Williams under law or the ordinances of the City. The City shall provide professional liability insurance as necessary to cover actions taken by Mr. Williams

during the course and scope of his employment. In addition, the City promises to indemnify and hold harmless Mr. Williams arising from or out of any conduct, act or omission of Mr. Williams performed or omitted on behalf of the City in his capacity as City Administrator. The promise to hold harmless and indemnify shall apply only to the reasonable costs of defense at a rate approved by the prior of the City, provided, however, that the City's contribution shall not exceed the hourly rate paid to its City Attorney. In no event shall protection be offered under this section by the City with regard to:

5.1.2 Any dishonest, fraudulent, criminal, willful, intentional or malicious act or course of conduct by Mr. Williams;

5.1.3 Any act or course of conduct of Mr. Williams which is not performed on behalf of the City;

5.1.4 Any act or course of conduct which is outside the scope of Mr. Williams' service or employment with the City; and/or

5.1.5 Any lawsuit brought against Mr. Williams by or on behalf of the City. Nothing herein shall be construed to waive or impair the right of the City Council to initiate suit or counterclaim against Mr. Williams, nor to limit its ability to discipline or terminate Mr. Williams.

5.2 Provisions of this indemnity shall have no force or effect with respect to any accident, occurrence or circumstance for which the City or Mr. Williams is insured against loss or damages under the terms of any valid insurance policy or pooling arrangement; provided, however, that this provision shall provide protection, subject to its terms and limitations, above any loss limit of such policy. The provisions of this indemnity provision are intended to be secondary to any contract or policy of insurance owned or applicable to Mr. Williams. The City shall have the right to require Mr. Williams to utilize any such policy protection prior to requesting the protections afforded by this chapter.

5.3 The determination of whether Mr. Williams shall be afforded a defense by the City under the terms of this provision shall be finally determined by the City Council on the recommendation of the Mayor. The decision of the City Council shall be final as a legislative determination of the Council. Nothing herein shall preclude the City from undertaking Mr. Williams' defense under a reservation of rights.

5.4 If legal representation of Mr. Williams is undertaken by the City Attorney, all the conditions of representation are met, and a judgment is entered against the official or employee, or a settlement made, the City shall pay such judgment or settlement; provided, that the City may, in its discretion appeal as necessary, such judgment.

6. Notices given pursuant to this Agreement shall be in writing and deposited in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- 6.1 To the City:
Jill Guernsey, Mayor
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

- 6.2 To the City Administrator:
Ronald L. Williams
5715 82nd Ave Ct W
University Place, WA 98467

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable in a civil judicial proceeding. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice into the custody of the United States Postal Service.

7. General Provisions.

7.1 This Agreement shall constitute the entire written agreement between the parties. The terms of such regulations are generally applicable to the employees of the City under the personnel regulations approved by the City Council, or the ordinances of the City shall apply unless in conflict with the terms of this Agreement. In the event of conflict, the terms of this Agreement shall prevail.

7.2 This Agreement shall not be amended except in writing with the express written consent of the parties hereto.

7.3 If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or any portion thereof, shall be deemed severable and shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed this _____ day of May, 2014.

CITY OF GIG HARBOR

CITY ADMINISTRATOR

Mayor Jill Guernsey

Ronald L. Williams

ATTEST/AUTHENTICATED:

Molly Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela G. Summerfield

CITY ADMINISTRATOR

Nature of Work

This is a highly responsible administrative and management position. The employee occupying this position has the overall responsibility of managing the city. Work involves supervision of all department heads, ensuring compliance with applicable federal, state and city ordinances and laws. Oversees the activities of all city departments and offices and renders direct assistance to the Mayor and Council in the planning, organization, and administration of all municipal government functions. The incumbent will develop effective and cooperative working relationships with elected administrative and program officials to ensure the efficient operation of city government.

Controls Over the Work

Under the supervision of the Mayor and within the framework of governing federal, state and local laws; and general policy established by the City Council, duties are performed with a wide latitude for independent judgment and action. Work requires the exercise of mature judgment and the application of management techniques and practices in a wide variety of administrative, fiscal and related areas. Work is subject to review for results obtained and conformance with governing laws and established policies, through discussion and analysis of recommendations, actions, and reports.

Essential Duties and Responsibilities

Reports directly to the Mayor.

Assists the Mayor in advising and furnishing leadership to civic organizations regarding specific issues affecting the city's welfare.

Oversees, coordinates, and manages the activities of all city departments and offices in carrying out the requirements of ordinances, laws, rules and regulations, and the policies of the City Council.

Reports regularly to the Mayor concerning the status of projects and functions of the various city departments and offices.

Advises and assists the Mayor and City Council in the formulation and establishment of administrative policies for operation of city government departments and offices, as well as developing policy related to the general future direction of city government.

Reports to and advises the Mayor and City Council as appropriate, on immediate as well as emerging municipal problems.

As designated by the Mayor, meets with business owners interested in locating within the City limits. May assist with identification of suitable properties and assist in

City Administrator Job Description
Page 2

negotiations for acquisition or lease of property necessary for economic development projects.

Meets with affected property owners in proposed economic development areas to assess and coordinate the City's economic development efforts.

Attends various civic and business meetings on behalf of the City and participates in business community events to promote economic development initiatives.

Directs the preparation of the Council agenda furnishing pertinent documents, reports and briefings as needed.

Directs the annual budget preparation and submittal to the City Council and monitors budget compliance on a monthly basis.

Directs the establishment and maintenance of city records.

Directs all aspects of Administration department functions.

Oversight and appointing authority for city's recruitment, evaluation, training, and termination of management and administrative staff; supervises Human Resource Analyst who manages the human resource function for the City.

Knowledge, Abilities, and Skills

Thorough knowledge of the theory, principles and practices of public administration.

General knowledge of economic development principles and practices.

General knowledge of real estate and legal practices pertaining to real property, right-of-way acquisition, relocation, survey laws, land transaction methods, title records, research and instruments.

Thorough knowledge of municipal organization and functions and related federal, state and local laws, rules, regulations and special programs.

Thorough knowledge of accepted professional management practices.

Good knowledge of personnel and civil service regulations, policies and procedures.

Good knowledge of office methods and practices.

Ability to sustain operations and perspective of the governmental mission.

Ability to formulate and implement sound clerical and fiscal policy and procedures and prepare and monitor a balanced budget.

Ability to learn the inter-workings and inter-relationships of city government operations and functions and the relationships with other levels and forms of government.

Awareness of current issues, situations, and conditions relative to regional, state, and federal laws and regulations that affect economic development and/or City operations.

Ability to plan, direct, and coordinate the work of subordinates.

Ability to gain and retain effective working relationships with city employees, the Council, the Mayor, other public officials and the community at large.

Ability to plan and prepare grants and monitor resultant programs and/or activity.

Ability to express ideas effectively, orally and in writing.

Physical Demands and Work Environment

Work is performed primarily in an office or conference room setting. However, some local traveling is involved in public relations activities, attending meetings and visiting city departments and facilities. Therefore, some walking, standing and bending is required. Exposure to adverse weather conditions is minimal.

Qualifications Required

Minimum: Graduation from a four-year college or university with major course work in business, public administration, or related field, supplemented by course work in financial planning and four years' experience in duties related to the position.

POSITION	2014 RANGE	
	Minimum	Maximum
City Administrator	9,980	12,475
Chief of Police	8,705	10,882
Public Works Director	8,135	10,169
Finance Director	8,051	10,064
Police Lieutenant	7,107	8,884
City Engineer	7,078	8,847
Information Systems Manager	7,078	8,847
Planning Director	7,078	8,847
Police Sergeant	7,026	8,041
Building & Fire Safety Director	7,021	8,777
Senior Engineer	6,621	8,276
City Clerk	6,364	7,956
Tourism Marketing Director	6,351	7,939
Public Works Superintendent	6,270	7,838
Wastewater Treatment Plant Supervisor	6,270	7,838
Senior Accountant	6,108	7,635
Senior Planner	6,103	7,629
Court Administrator	5,987	7,484
Associate Engineer	5,823	7,279
Assistant Building Official/Fire Marshall	5,758	7,198
Field Supervisor	5,396	6,745
Construction Supervisor	5,396	6,745
Police Officer	5,115	6,393
Senior WWTP Operator	5,081	6,352
Payroll/Benefits Administrator	4,894	6,118
Human Resources Analyst	4,889	6,111
Associate Planner	4,885	6,106
Construction Inspector	4,764	5,956
Planning / Building Inspector	4,764	5,956
Wastewater Treatment Plant Operator	4,546	5,683
Engineering Technician	4,507	5,634
Mechanic	4,449	5,561
Information Systems Assistant	4,411	5,514
Assistant City Clerk	4,375	5,469
Executive Assistant	4,375	5,469
Special Projects Coordinator	4,375	5,469
WWTP Collection System Tech II	4,251	5,315
Maintenance Technician	3,416	5,315
Assistant Planner	4,238	5,298
Permit Coordinator	4,238	5,298
Building Assistant	4,019	5,023
Planning Assistant	4,019	5,023
Public Works Assistant	4,019	5,023
Finance Technician	3,983	4,979
Lead Court Clerk	3,844	4,806
Police Services Specialist	3,475	4,344
Court Clerk	3,429	4,286
Custodian	3,416	4,269
Public Works Clerk	3,413	4,267
Planning/Building Clerk	3,413	4,267