

# City Council Meeting

**February 9, 2015  
5:30 p.m.**



**AGENDA**  
**GIG HARBOR CITY COUNCIL**  
**Feb. 9, 2015 – Council Chambers**

**CONSENT AGENDA:**

1. Approval of City Council Minutes Jan 26, 2015.
2. Liquor License Action: a) Application: The Harbor General Store.
3. Receive and File: a) IGAC Minutes Jan 26, 2015; b) Boards and Candidate Review Minutes Jan. 20<sup>th</sup> and 22<sup>nd</sup>, 2015; c) Downtown Waterfront Alliance 2014 Annual Report; d) 2014 Annual Fire Inspection Report – GH Fire & Medic One.
4. Resolution No.985 - Equipment Purchases.
5. Second Reading of Ordinance No. 1310 – Area Wide Rezone / Gig Harbor 2030 Update.
6. Appointments to Lodging Tax Advisory Committee.
7. Wastewater Treatment Plant and Collection System On-Call Engineering Services – Advanced Industrial Automation Corporation.
8. Department of Assigned Counsel Contract Amendment No. 5.
9. Approval of Payment of Bills Feb. 9, 2015: Checks #77465 through #77607 in the amount of \$1,149,143.74.
10. Approval of Payroll for the month of January, 2015: Checks #7452 through #7468 and direct deposits in the amount of \$371,600.40.

**PRESENTATIONS:**

American Heart Association Fit-Friendly Work Site Designation Award – Jessica Sire.

**OLD BUSINESS:**

1. Official City Newspaper.

**NEW BUSINESS:**

1. Sewer Lift Station #4B Location and General Design Considerations.

**CITY ADMINISTRATOR / STAFF REPORT:**

1. Waterfront Millville Restaurants 2 & 3 Amendment Update – Planning Director Jennifer Kester.
2. Legislative Update – City Administrator Ron Williams.

**PUBLIC COMMENT:**

**MAYOR'S REPORT / COUNCIL COMMENTS:**

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Civic Center closed for President's Day Mon. Feb 16<sup>th</sup>.
2. Boards and Candidate Review – Mon. Feb. 17<sup>th</sup> at 4:30 p.m.
3. Public Works Committee – Mon., March 9<sup>th</sup> at 4:00 p.m.

**ADJOURN:**



























**DRAFT MINUTES**  
**GIG HARBOR CITY COUNCIL MEETING**  
**Monday, January 26, 2015 – 5:30 p.m.**

**CALL TO ORDER / ROLL CALL:**

Mayor - Jill Guernsey: Present  
Council Member - Timothy Payne: Present  
Council Member - Steven Ekberg: Absent  
Council Member - Casey Arbenz: Present  
Council Member - Rahna Lovrovich: Present  
Council Member - Ken Malich: Present  
Council Member - Michael Perrow: Present  
Council Member - Paul Kadzik: Present

**PLEDGE OF ALLEGIANCE:**

**CONSENT AGENDA:**

1. Approval of City Council Minutes Jan 12, 2015.  
2. Correspondence / Proclamations: Catholic Schools Week Proclamation.  
3. Liquor License Action: a) Application – Haggen;   b) Renewals: El Pueblito Restaurant, Discovery Village, Finholm’s Grocery & Deli, 7 Seas Brewing, Gig Harbor Liquor & Wine, Domo Sushi, and Blazing Onion.  
4. Receive and File: a) Planning Commission Minutes: June 19, 2014, July 17, 2014, and August 7, 2014;   b) Finance Report 4<sup>th</sup> Quarter 2014.  
5. Council Committees.  
6. Critical Areas Third Party Review Contract Amendment No. 2 – Grette Associates.  
7. Tourism Promotion Activities Contracts: Tacoma Regional Convention Visitors Bureau; Kitsap Convention Bureau, and Tacoma South Sound Sports.  
8. 2014 Pavement Maintenance Project - Close-out Change Order.  
9. Point Fosdick Sidewalk Project - Close-out Change Order.  
10. Storm Module for Cartegraph Asset Management Software – Purchase Authorization.  
11. Second Reading of Ordinance No. 1309 – School Impact Fees and Related Housekeeping Items.  
12. Approval of Payment of Bills Jan. 26, 2015: Checks #77356 through #77464 in the amount of \$797,731.24.

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

**SPECIAL PRESENTATION:** Catholic Schools Week Proclamation – Amy Unruh, Principal at St. Nicholas Catholic School. Mayor Guernsey read a portion of the

proclamation, and invited Principal Unruh and several students to come forward to accept the proclamation. Mayor Guernsey thanked the students for the poster and cookies delivered to her office this afternoon.

[Councilmember Kadzik praised](#) private schools and what they do for the students. He introduced his grandsons Tyler and Joey who attend St. Nicholas School.

**SWEARING IN CEREMONY / INTRODUCTION OF CSO:**

1. [Swearing in of Officer Jarab Daniel](#). Chief Kelly Busey gave a brief background overview of the city's newest police officer and asked Officer Daniel to come forward with his wife and daughter for the ceremony. Mayor Guernsey performed the swearing in

2. [Introduction of Community Service Officer Adam Blodgett](#). Chief Busey explained that Adam Blodgett served Gig Harbor as a Reserve Police Officer before being brought on as the Community Service Officer; a position that will serve three departments: Police, Court, and the Planning Department.

**RETIREMENT RECOGNITION: Barbara Tilotta and Lita Dawn Stanton**

[Mayor Guernsey introduced Senior Accountant Barbara Tilotta](#), and said that Barb came to work from Pierce Transit in March 2009. She brought along her expertise in working with the State Auditor as well as grants reporting. The Borgen/Burnham/Highway 16 interchange project was an extremely complicated grant involving several agencies. Barb's knowledge greatly helped city staff navigate the complex requirements.

[Finance Director David Rodenbach](#) added that accounting has become more complex and with new technology, tracking has become much harder. Barb has taken this to higher levels and in recognition, her position was raised to Senior Accountant. He thanked her for all she has done and said it will be difficult to replace her.

[Mayor Guernsey then introduced Lita Dawn Stanton](#), Special Projects Coordinator and the City's Certified Local Government representative. She said that Lita Dawn began working for the city on a contract basis before she was hired full time in March, 2007. Over these past nine years she has brought a professional, artistic flavor to our posters, announcements, and projects overall. Lita Dawn brought the importance of the city's history to the forefront and became the keeper and voice of our history and maritime culture. She is the driving force behind local heritage preservation efforts. Lita Dawn leaves a legacy of successful projects made possible because of her grant writing. She helped manage many of these projects over the years; Gig Harbor is so much better because of her involvement.

City Administrator Ron Williams said it's important for the public to know the extent of the many projects that wouldn't have happened without Lita Dawn's efforts. He read a list of several of the projects that Lita Dawn has spearheaded.

[Councilmember Kadzik said that he met](#) Lita Dawn in 1994 while working through the new Design review process. Lita Dawn was instrumental in creating the City's Design Manual, and we appreciate what she did before, and during her employment with the



city. He then mentioned knowing Barbara since her children were in elementary school. He said she has been a good friend. He voiced appreciation for them both.

[Councilmember Malich added](#) that he remembers when Lita Dawn was advocating for saving Eddon Boat. He said he has enjoyed her, and said we need to acknowledge that she has been chief grant writer; she found and got them. He thanked her and said she will be missed and he doesn't know how she can be replaced.

[Mayor Guernsey announced that there would be a Public Reception for them both at Eddon Boat Shop](#) tomorrow, Tuesday, Jan. 27<sup>th</sup> from 4:00 – 5:30 p.m.



**OLD BUSINESS:** [None scheduled.](#)

**NEW BUSINESS:**

1. [Public Hearing and First Reading of Ordinance – Area Wide Rezone / Gig Harbor 2030 Update.](#)   Senior Planner Lindsey Sehmel introduced this ordinance that will correct inconsistencies in land use and zoning designations for city-owned properties.

[Mayor Guernsey opened the public](#) hearing at 5:53 p.m. No one came forward to speak and the hearing closed.

[Ms. Sehmel addressed Council questions.](#) This will return for a second reading at the next regular meeting.

2. [Official Newspaper Award.](#)   City Clerk Molly Towslee explained that state law requires bids for the legal newspaper. She described problems with the bid process and recommended that Council reject both bids and to go out with a revised RFP.

After discussion, Council made the following motion:

**MOTION:** Move to reject both bids and re-advertise the RFP.  
Kadzik / Malich - unanimously approved.

**CITY ADMINISTRATOR / STAFF REPORT:**

1. [Waterfront Millville Restaurants 2 & 3 Amendment Update](#) Planning Director Jennifer Kester explained that the Planning Commission met and rescinded their original recommendation for denial, and after deliberation, made a recommendation for approval of the text amendment. She expects to set a date for this to come before Council before long. She addressed questions on the Chair of the Commission's inability to vote, shared parking requirements, and the number of restaurants that might be allowed.

2. [Lift Station 4b Update.](#) Public Works Director Jeff Langhelm gave a brief explanation of what occurred at the recent open house and the next steps to bring a resolution to Council that will establish the location and move forward with design and permitting. He answered questions on the design process.

Mayor Guernsey thanked Brett Marlow Desantis and Darrin Filand for submitting design illustrations for consideration.

3. [New City Website](#). Lita Dawn Stanton presented the city's new website design and gave a brief overview. Planning Director Jennifer Kester added that the new site is very successful at getting information out to the public.

[Ms. Stanton then thanked Council](#) for the opportunity to work with all the projects that were listed and said the success was because this is an amazing organization with a powerful bunch of people.

4. [City Updates](#): City Administrator Ron Williams reported on:
- Testifying on Senate Bill 5022 – Moorage Fee Immunity;
  - Participating with WestSound Alliance;
  - Army Listening Session regarding scaling back at JBLM;
  - Meeting with new owners of GH Marina;
  - Transfer of operation of Skansie Netshed; and
  - Discussions with Dept. of Assigned Counsel regarding increased costs.

**[PUBLIC COMMENT:](#)** No one signed up to speak.

**MAYOR'S REPORT / COUNCIL COMMENTS:**

1. [Salmon Hatchlings at Donkey Creek](#). Councilmember Lovrovich shared a PowerPoint Presentation on the efforts of the Gig Harbor Commercial Fishermen's Club to enhance the salmon runs in Donkey Creek, Meyers Creek and Purdy Creek.

2. [Seattle Boat Show](#). Mayor Guernsey shared that she worked at the Boat Show on Sunday and had a great day. Everyone that stopped by loves Gig Harbor.

[Councilmember Michael Perrow](#) gave an update on the Tacoma Narrows Airport Advisory Commission meeting he attended in which the efforts to bring the airport standards up for the U.S. Open event. He then requested that the City Clerk implement a yearly reminder of the Open Public Meetings Act to the boards and commissions.

[Councilmember Malich](#) asked if there has been progress on a policy for wider sidewalks on Harborview. Mr. Langhelm said the last effort was with the Harborview Drive Master Plan.

[Councilmember Arbenz](#) said he lived in Kansas for three years, but witnessed his first tornado in Gig Harbor. He was on Franklin Avenue when it hit and said he's glad no one was hurt.

[Councilmember Payne](#) added that he was shocked by the damage from the tornado. He then announced that the TV show CSI has attributed a Gig Harbor Killer which he stressed is fiction.

[Councilmember Kadzik](#) reported that he had the honor and privilege to attend a ceremony to award the Purple Heart when it was given to John Jack Campbell who served in the Air force during Vietnam and secretly assigned to Laos. Mr. Campbell is a local citizen who suffered the long-term effects from his service and wasn't recognized for his sacrifice until recently.

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Public Works Committee – Mon. Feb. 9<sup>th</sup> at 4:00 p.m.

**ADJOURN:**

MOTION: Move to adjourn at 6:47 p.m.  
Payne / Perrow – unanimously approved.



NOTICE OF LIQUOR LICENSE APPLICATION

GEK

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

TO: MOLLY TOWSLEE, CITY CLERK
RE: NEW APPLICATION

DATE: 2/02/15

UPDATED

UBI: 603-359-520-001-0001

License: 418342 - 1U County: 27
Tradename: THE HARBOR GENERAL STORE
Loc Addr: 7804 PIONEER WAY
GIG HARBOR WA 98335-1133

APPLICANTS:

SAGLE & SONS LLC
SAGLE, STEPHANIE S 1984-04-23
SAGLE, COBY G
(Spouse) 1984-02-18

Mail Addr: 9916 PEACOCK HILL AVE BLDG B
GIG HARBOR WA 98332-1076

Phone No.: 253-225-4564 STEPHANIE SAGLE

Privileges Applied For:
BEER/WINE REST - BEER/WINE
OFF PREMISES

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



*City of Gig Harbor*  
*Inter-governmental Affairs Council Committee*  
*Councilmembers Malich, Payne, and Perrow*

**MINUTES**

**January 26, 2015 – 4:00 p.m.**  
**Gig Harbor Civic Center – Executive Conference Room**

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Roll Call

Tim Payne, Councilmember  
Ken Malich, Councilmember  
Michael Perrow, Councilmember

Ron Williams, City Administrator  
Shawna Wise, Assistant City Clerk  
Dale Learn, GTH, via conference call  
Briahna Taylor, GTH 4:30pm via conference call,  
joined in person at 5:07pm

Councilmember Payne asked to have it noted for the record that Councilmember Arbenz is sitting in on the meeting as an audience member only and will not participate.

Federal Legislative Update

1. [Start of the 114<sup>th</sup> Congress](#) Dale Learn explained that this is the first time since 2006 that the Republicans have held both the House and the Senate. He said many people are optimistic that this will bring some compromise and conversation on a lot of the issues.
  - a) [New Committee Assignments for our Delegation](#) (Murray/Cantwell/Kilmer). Senator Murray is ranking Democrat on the Health, Education, Labor and Pensions Committee. She remains on the Appropriations Committee as well as the Budget and Veterans Affairs. Senator Cantwell is ranking Democrat on the Energy and Natural Resources Committee. She remains on the Small Business Committee as well as the Finance Committee and Commerce Committee. Congressman Kilmer was named on the Appropriations Committee and the Interior Environment Committee.
2. [Sand Spit Next Steps](#) – Dale Learn explained that the Coast Guard has to relinquish authority over the lighthouse and then we have to request the conveyance. He said Congressman Kilmer's office indicated that the process will be started and GTH and the City will be notified when we need to send that letter.
  - a) Letter to BLM. – Once completed, the City would like to have Congressman Kilmer and Senator Cantwell attend the Maritime Gig for a ribbon cutting and give the City an opportunity to express their thanks.
3. [Maritime Washington National Heritage Area Act](#) – This is a bill that came out of a study on designating areas in Washington State.
  - a) [Kilmer/Cantwell Reintroduction](#) – Our Role & Impact on Gig Harbor if Passed. This bill would designate the heritage area, creates the local coordinating entity and forces them to create a plan and grants them funding to recognize and protect maritime heritage resources.
4. [Other Near-Term Federal Issues Impacting the City](#)

- a) [Surface Transportation Authorization in 2015](#) – Increase in the gas tax, or other new federal revenue? The current short term extension expires at the end of May and Dale Learn explained with the low price of gas there is an opportune moment to put new user fees in place, whether it is increasing gas tax or other types of user fees. Mr. Learn explained that previous opponents of raising the gas tax are now open to discussing it.
  - b) [Market Place Fairness Act – Internet Sales Tax](#) – This would authorize local and state governments to collect sales taxes from remote retailers.
- [Budget and Policy Issues Early in the 114<sup>th</sup> Congress](#)
- a) [Comprehensive Tax Reform?](#) - Dale Learn explained that debt continues to increase, corporate taxes are fairly high and both sides want to see those lowered. He stated there is concern about political issues surrounding the special interest taxes.
5. [New GTHGA DC Hire \(starts Feb 9<sup>th</sup>\)](#) Travis Lumpkin has left GTH to work with Senator Cantwell. The new GTH lobbyist is Paul Hoover, who worked for Congressman Adam Smith for 7 years.

4:30 pm Briahna Taylor, GTH, joined the meeting via teleconference.

### State Legislative Update

1. Legislative Update – Briahna Taylor explained that the [Moorage Fee Immunity Bill](#) has been heard in the Senate, Ron Williams testified, and she has been following up with Committee members and feels we have the votes to get it out of Committee. She expects it will be scheduled for a vote next week and there will also be an amendment to the bill that would allow two cities (Bainbridge and Kirkland) to continue imposing their current fees and rules even if this bill passes. Ms. Taylor feels the House version of the bill will be harder to advance and we may or may not get a hearing in the House. If the hearing gets scheduled, someone from the City will need to testify.

[Capital Funding Request for Maritime Pier Extension](#) – Briahna Taylor said she has worked to have request submitted to capital budget leadership. Senator Angel, Rep. Young and Rep. Caldier have all submitted. Ms. Taylor explained that throughout the District there are many projects and it is very competitive. She said we will have to work very hard to highlight the project.

[West Sound Alliance](#) – Steering committee meets bi-weekly and Briahna Taylor recently heard that that Senate is discussing a transportation revenue package. The Senate majority coalition caucus developed a transportation proposal and shared that with the Senate Democrats who responded with a counter proposal. The Senate Republicans indicated that proposal is farther off than they had hoped. More negotiations will follow. Ron Williams, Mayor Guernsey and other WSA members will be meeting with legislators this week to advocate that they support a transportation package that allocates funding to the west sound region.

[Heritage Grant – Ancich Netshed](#) – The Governor's office chooses what level to fund the program and the proposal was to fund 11 projects, Ancich is number 12. We now need to advocate to the legislature for funding above what was funded in Governor's proposal. Briahna Taylor explained that it may be challenging for us to push hard on Maritime Pier and Ancich funding since they are both from the same budget. She would like direction on how to prioritize these items and feels we may have more success in receiving funding for the Ancich Netshed and feels we need to be very clear with our legislators as to what they should be advocating on our behalf. Councilmember Payne said this will be an item added to the Council Retreat agenda for February 7, 2015.

2. [Lodging Tax](#) - Inclusion of VRBO-type businesses for charging and collecting the Heads in Beds tax. Councilmember Payne explained that he was asked by the Lodging Tax Advisory Committee, in which he Chairs, to bring this to the IGAC. Hotels and Bed & Breakfasts are required to pay this tax but those through VRBO's are not required to. Briahna Taylor explained that the statute on hotel/motel tax is controversial and it would be a significant undertaking to change the statute. She suggested that LTAC members who are part of the State Hotel Association use that Association as the lead on this and perhaps this City would play a supportive role. Councilmember Payne said he would share this information with the LTAC.

5:07 pm Briahna Taylor joined the meeting in person.

### **Other Business**

1. [Pierce Transit Route Changes](#) – Councilmember Perrow reminded the committee that we are waiting for direction from our City Attorney's office on changing a bus route and Ron Williams will contact them to discuss. City Attorney, Angela Summerfield, cannot respond due to a conflict of interest and Ron Williams said he will have an update at the March meeting after contacting Ogden Murphy Wallace.
2. [Passenger only ferry](#) – Briahna Taylor explained this is something that only benefits Kitsap County, but there was an agreement if we supported their efforts, they would support ours.
3. [Mainstreet Tax Credit Program](#) – increasing amount of tax credits that can be given. Briahna Taylor reviewed this and sees this as a positive.
4. [Marijuana](#) – Briahna Taylor stated she would like more direction on whether the committee wants her to weigh in on this legislation or not.

**Adjourn** 5:17 pm

**Next Meeting Date:** March 23, 2015

# Minutes

## Boards and Commissions Candidate Review

January 20, 2015- 4:00 p.m.    Exec. Conference Room

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### Call to Order:

Council Member - Rahna Lovrovich: Present  
Council Member - Ken Malich: Present  
Council Member - Paul Kadzik: Present  
Staff - Molly Towslee: Present  
Staff - Shawna Wise: Present

### New Business:

#### 1. Lodging Tax Advisory Committee- 3 terms due 1-15

##### Submitted request to be reappointed:

Mary DesMarais, Downtown Waterfront Association  
Warren Zimmerman, Chamber of Commerce  
Lindsey Munson, Wesley Inn

##### New applicant: Al Abbott, Carrotstick Advertising

Al Abbott was asked to present an overview of his background and qualifications, and to explain his desire to serve on the Lodging Tax Advisory Board. He passed out a short biography and talked about his experience.

After the interview, Councilmembers deliberated on what would be the best fit for the LTAC Committee. Molly Towslee shared that she had spoken to Councilmember Tim Payne, LTAC Chair, and Tourism and Communications Director, who both said that the existing group was working well together, and they recommended re-appointment of all three incumbents.

Mr. Abbott has a strong background in marketing, and so the commissioners asked to delay making a decision for appointment recommendations until they had an opportunity to speak directly with Councilmember Payne and Karen Scott.

The meeting will continue on Thursday, January 22<sup>nd</sup> at 5:30 p.m.

Councilmembers discussed the fact that they only received resumes and applications from new applicants and didn't have the opportunity to review information on volunteers who had already been serving. They asked that the procedures be amended to request all applicants for vacancies, whether new or incumbent, to complete a new application form and submit any pertinent resume or supporting documents that would show their qualifications and intent to serve on the committee.

Adjourned at 4:47 p.m.

# Minutes

## Board and Commissions Candidate Review

January 22, 2015- 5:30 p.m. Exec. Conference Room

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Note: This was a continuation of the January 20<sup>th</sup> BCCR Meeting and no recording was made.

### Call to Order:

Council Member - Rahna Lovrovich: Present  
Council Member - Ken Malich: Present  
Council Member - Paul Kadzik: Present  
Staff - Molly Towslee: Present  
Staff - Shawna Wise: Present

### Old Business:

1. Lodging Tax Advisory Committee- 3 terms due 1-15

Submitted request to be reappointed: Mary DesMarais

Warren Zimmerman  
Lindsey Munson

New applicant: Al Abbott

Councilmembers all said they reviewed all the applications. They all said that they were unable to get in touch with Councilmember Payne, but were able to talk with Tourism and Marketing Director, Karen Scott.

Councilmember Kadzik said the all the candidates are well-qualified, but the relationship that Ms. Munson has with the Tacoma Tourism and Visitor's Bureau is valuable and so he would recommend her re-appointment as well as the other two incumbents.

Councilmember Malich voiced his preference to appoint Mr. Abbott in place of Ms. Munson due to his marketing experience.

**MOTION:** Move to recommend we re-appoint Mary DesMarais, Warren Zimmerman, and Lindsey Munson.  
Kadzik / Lovrovich – two voted in favor. Councilmember Malich, neigh.

A recommendation will be forwarded to the full council for the re-appointment of Mary DesMarais, Warren Zimmerman, and Lindsey Munson. A thank you note will also be sent to Mr. Abbott encouraging him to apply again in the future.

Molly Towslee then announced that the commission would be reviewing two openings on the Civil Service Board at the March meeting. She gave a brief overview of the commission.

Adjourned at 5:44 p.m.

**Mission:** *To create economic vitality consistent with maintaining the downtown waterfront's unique historic character*

### 2014 Administration:

State designated Main Street™ since 2011  
Nationally Certified Main Street™ program 2012, 2013, 2014  
Executive Director - Mary DesMarais  
Special Projects Coordinator - Josh Sherwin  
Office - 3311 Harborview Drive, Gig Harbor, 98335

### 2014 Awards:

2014 Excellence on Main "Community Partnership Award" for Summer Trolley Project  
2014 Excellence on Main "Best Promotional Event Award" for 2013 Girls Night Out

### 2014 Volunteer Committees:

- **Board of Directors** *Provide organizational leadership, direction and goal setting*
- **Design** *Encourage improving the physical image of downtown as a place attractive to shoppers, business owners and visitors*
- **Economic Development** *Strengthen and diversity the economic vitality of the waterfront district*
- **Organization** *Attract people and money to assure financial needs are met and the board, staff, and volunteer staffing is effective*
- **Promotions** *Promote the downtown waterfront as the center of commerce, culture, and community for residents and visitors alike*
- **Wine & Food Festival** *Coordinate and plan a premier event showcasing Gig Harbor and the Puget Sound region*

### 2014 Key Accomplishments:

- **Promotion & Advertising** - *Girls Night Out, with over 1,000 participants and an estimated \$75,000 in revenue generated in the district, and other key promotions were continued. Increased social media reinforced our events. 2014 saw the addition of "Thursday Night Out", an event focused on extended hours, encouraging evening shopping and dining downtown.*
- **Volunteer Hours** - *2014 Alliance volunteer hours reached nearly 4,000! Thank you to the many hours dedicated by our board of directors, our committee members, our event volunteers, and our dedicated flower basket watering crew that maintained 75 baskets all summer.*
- **Summer Trolley Sponsorship** - *part of Community Investment Team with City of Gig Harbor, Uptown, and GH Chamber of Commerce*
- **Niche Tourism Study** - *Community-based assessment to determine niche tourism opportunities conducted by Avid Traveler Consultants and Devlin Endean Marketing Group*
- **Merchant Education Seminars** - *"The Essentials of Effective Storefronts" (February) and "The Inside Story of How Your Store Works" (October) presented by Seanette Corkill of FrontDoor Back*
- **Gig Harbor Wine & Food Festival** - *A sell-out event, the 700+ attendees enjoyed 30 wineries, 4 breweries, 3 distilleries and 24 restaurant and food vendors. The appearance by celebrity chefs Tom Douglas and Thierry Rautureau and the filming of the Seattle Kitchen Show, combined with class offerings, an on-site retail store, and beautiful sunshine, contributed to a highly successful event.*

### Funding:

- **2014 B&O Main Street Tax Credit Program** - *The Waterfront Alliance attained the organizational cap of \$133,333.33, one of only two Main Street communities in the state to do so. With our donor's generous support we move into 2015 able to continue the impressive momentum of 2014.*

### Budget:

- **Total 2014 Income: \$289,000 (includes B&O)**
- **Total 2014 Expenses: \$146,500**
- **Event Expenses: \$87,300**



## 2014 Alliance Board of Directors

**Gary Glein, President**  
**Paul Kadzik, Vice-President**  
**John Lantz, Secretary**  
**Nancy Stolz, Columbia Bank, Treasurer**  
**Randy Blue, Java & Clay Cafe**  
**Bill Fogarty, Water's Edge Gallery & Framery, Inc.**  
**Mike Henery, Tickled Pink and Sandcastle Toys**  
**Rahna Lovrovich, Gig Harbor City Council/Fishing Community**  
**Blake Merwin, Gig Harbor Fly Shop**  
**Pat Schmidt, DPI Print**  
**Peter Stanley, Tides Tavern**  
**Ron Williams, City of Gig Harbor**

## 2014 B&O Donors

7 Seas Brewing, LLC  
Columbia Bank  
DPI Print  
Scott Drake, DDS  
E&F Recovery  
Gig Harbor Endodontics  
Heritage Distilling  
Hinz & Bird, PLLC  
Kitsap Bank  
Mixed Goods, Inc.  
Morso  
Olympia Property Group  
Paul Kadzik, DDS  
Puget Sound Energy  
Real Carriage Door Company, Inc.  
Ryan Jorgenson & Limoli PS  
Snyder Hartung Kane Strauss Architects  
Stolz & Associates  
Summit Packaging  
The Threshold Group  
Tickled Pink  
Tides Tavern  
VICI Metronics, Inc.  
Washington Patriot Construction  
Wild Birds Unlimited  
Willis Marketing

## 2014 Alliance Membership

### Individual or Family Members:

Gary and Linda Glein  
Jill Guernsey  
John Lantz  
Mary Gorman  
Tim and Stephanie Payne  
Tomi Kent Smith

### Property Owners

Debra Ross  
Joan E. Mitton

### Other Donors

Columbia Bank  
City of Gig Harbor  
Glein Family Foundation  
Joyce Murray

### Retail and Restaurant Members:

Bella Kitchen & Home Downtown  
Blackwater Trading Company  
Cougar Wear  
Devoted Kiss Café  
El Pueblito Mexican Restaurant  
Emilie Gallery and Boutique  
For the Love of Spice  
Full Moon Art Gallery  
Gig Harbor Book Company  
Gig Harbor Fly Shop  
Green Cottage Pets  
Heidi's Sweet Shop  
Heritage Distilling  
JW Restaurant  
Kit Kuhn, a Jeweler Designed for You  
la vie parfaite  
Lighthouse Marine, Inc.  
Morso  
Mostly Books  
Net Shed #9  
No Dearth of Books  
Peacock Hill Gallery  
Sandcastle Toys  
Sariah's Spices & Teas  
Sea Hags  
Sharon's Spa & Resale Boutique  
Tickled Pink  
Tide's Tavern  
Water's Edge Gallery & Framery

### Organizations:

AAUW – Gig Harbor  
Altrusa Club of Gig Harbor  
Coastal Heritage Alliance  
Gig Harbor BoatShop  
Gig Harbor Chamber of Commerce  
Gig Harbor Farmers Market  
Gig Harbor Film Festival  
Harbor History Museum  
Harbor WildWatch  
Pop Star Kids

### Other Business:

7 Seas Brewing  
Abigail's Concierge  
Alinda Morris Interior Design  
Allopus Design, Inc.  
Amadora Salon  
Destiny Harbor Tours  
Edward Jones  
First Western Properties  
Gig Harbor Automotive Service  
Gig Harbor Rent-a-Boat & Charters  
Gig Harbor Vision Center  
Harbor Fit  
Hawkins-Poe, Inc.  
Jax Salon  
Millville Marina  
Morrison House Sotheby's  
Peninsula Yacht Basin  
Salon Riviera  
Wax Kitten



Gig Harbor Downtown Waterfront Alliance  
A Main Street™ Organization



Progress Report  
October 1, 2014 - December 31, 2014

**COMMITTEE UPDATES**

**Economic Development Committee**

4th Quarter 2014 saw a number of new business openings in the downtown waterfront district including: Blackwater Trading Company, Steeper's Artisan Teas, For the Love of Spice, Sariah Spices & Teas, Churchill Mortgage Corporation, and a relocation with the district for Harbor Fit. 4th quarter saw the closing of Kit Kuhn after 27 years, Turner Glassworks, Steeper's Artisan Teas and a temporary closure of For the Love of Spice. They will be moving into Kit Kuhn's location by April 2015.

Ongoing Committee projects include:

- Assist Existing & Prospective Business— *Available properties, resource library, help with new business locations.*
- Encourage Downtown Infrastructure -*Maritime facilities and fuel dock (economic impact of boating), Downtown access.* Board President, Gary Glein, serves on the City's Fuel Dock committee.
- Development of a new database for the Alliance

**Design Committee**

- In partnership with the City of Gig Harbor, the Design Committee is conducting a "Walking Audit." The Alliance has hired "Feet First", a Seattle organization committed to promoting walkable communities, to run the study. They help people take steps that create better places to live, learn, shop work and play—a world that cares about health, community and design. The results will integrate into the results of aforementioned tourism study. This study should help us address walking issues and traffic conflicts in the downtown waterfront.
- Design Committee is working with City on transportation planning and working with City's consultant. Working off vision from Harbor's Comprehensive Plan.
- The Design Committee coordinated a second merchant workshop, "Inside Story of How Your Store Works" with Seanette Corkill of Frontdoor Back (Vancouver, WA). Nearly 50 businesses attended her presentation and 6 on-site consultations took place the following day. The merchant workshops will continue into 2015.



- Working with the City's Department of Public Works, the Alliance purchased replacement lights for the City's Skansie Park Christmas Tree.

### **Promotions Committee**

- Our annual "Trick or Treat in the Harbor" was a great success with over 2,000 attendees. The merchants participate both in costume and in providing candy for the trick-or-treaters. We also incorporated a presentation by Harbor Dance, photos in Skansie Park in partnership with the Rotary Club of Gig Harbor North, and spooky touch tanks presented by Harbor WildWatch.
- 2015 Girls Night Out was an unprecedented success. We sold out of 750 goodie bags in 36 hours, and after preparing an additional 250 "mini bags" it is safe to assume that over 1,000 women attended the event on November 13. Using a "ticket given for every \$10 spent" methodology, we were able to estimate that a minimum of \$75,000 was generated in revenue in one day in the Main Street district. We added additional limousines, an additional search light, and many more in-store special events and door prizes. We increased the number of sponsors for the event, totaling \$6,800. A survey was distributed to both attendees and the participating Girls Night Out merchants with over 90% of the responses being extremely positive. This has become a premier event for the Waterfront Alliance with the biggest impact to our businesses.
- Holiday events kicked off on Saturday, November 29th with the district participating in the national shop local effort, Small Business Saturday. Annual Candlelight Christmas in the Harbor favorites, including Holiday Hayrides with Santa (with falling snow on Harborview), Hark the Harbor (community caroling), Deck the Harbor (downtown waterfront window decorating contest), took place December 11-14. The Alliance will also provide refreshments at the City's annual tree lighting on December 6.
- The Alliance is partnering with other community organizations and the City of Gig Harbor as we prepare for the impact of the 2015 US Open at Chamber's Bay in University Place. We are working on how to bring the merchants alongside and preparing them for visitors, getting people to come across the bridge, offering things to do during the Open and more. A clean-up of the downtown district is also in the planning stages.
- Initial talks re: a walking tour for downtown have taken place. Work on this effort will continue into 1st quarter 2015 and will hopefully be in place by the summer tourist season.

### **Organization Committee**

- Continued focus on the B&O Fundraising campaign; we started these efforts earlier in order for our businesses to benefit from this self directing tax program. As of September 30, \$55,000 had already been pledged of the \$133,333 available.
- The Organization Committee continues work on a new Alliance Brochure with the initial packet used at the Wine & Food Festival. This tri-fold will be customizable using individual inserts. We currently have a Membership Card, B&O Tax Credit Card, and Restaurant List for the downtown waterfront.

- The Organization Committee planned the 2015 Annual meeting (held in January), coordinating awards, special recognitions, and running the elections for board members. 2014 was reviewed through a spectacular video prepared by Alliance staff (Josh Sherwin) and can be viewed at: <https://www.youtube.com/watch?v=Fs24ewfJwc0>

**Regular Communications** include:

- The Downtown Waterfront Alliance continues regular updates to our website.
- Alliance e-mail newsletter is distributed via Constant Contact and includes a quick link to the City's US Open information page.
- Email Blasts are sent as needed to inform the readership of upcoming district activities.
- The Alliance creates and distributes the Art Walk newsletter, promoting the Gig Harbor Gallery Association monthly event (Second Thursday Art Walk).
- Facebook, Twitter and Pinterest updates are posted on a regular basis.

**Gig Harbor Wine & Food Festival**

Planning for the 2015 Festival is underway, with a new steering committee in place and meeting regularly. The goal for 2015 is to expand the event into a multi-day event, with the goal to have a greater financial impact on the community.

**Other Committees:** Alliance Executive Director is serving on the Chamber of Commerce US Open sub-committee; Summer Trolley CIT Committee (as well as the Trolley Marketing Sub-Committee); LTAC Committee; Leadership Council; Seattle Boat Show Committee.

**Finances**

B&O Tax donations received during third quarter equal \$96,583.33. B&O registrations recorded through the end of 4th quarter (1/1/14-12/31/14) equaled our cap of \$133,333.33. Gig Harbor was one of two of the 34 eligible communities to achieve the individual community cap. The state also reached their cap of \$1.5 million. (See attached for further financial information).

**Other**

A total of 700 hours of volunteer support were provided to the Alliance during 4th quarter.

**Training and Meetings**

Trainings/Meetings attended by Alliance staff, Board of Directors and Committees in 2nd quarter 2014:

October 13-15, 2014:	Main Street Manager's Retreat Union, WA (Alderbrook)
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Meetings and training provided by the Alliance during 4th Quarter 2014 for the Waterfront District include:

October 15, 2014	Monthly Waterfront District Roundtable Meeting
October 18-30, 2014	"Inside Story of How Your Store Works" <i>Merchant Workshop</i>
November 19, 2014	Monthly Waterfront District Roundtable Meeting

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02/02/15  
Accrual Basis

**Downtown Waterfront Alliance**  
**Profit & Loss**  
January through December 2014

	<u>Jan - Dec 14</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
43400 · Business Donations (B&O)	
43410 · Major Donor	0.00
43420 · Business - B & O credit program	133,833.33
	<hr/>
<b>Total 43400 · Business Donations (B&amp;O)</b>	<b>133,833.33</b>
44500 · Government Grants	
44530 · Local Government Grants	
44532 · Local Government Grant	35,000.00
	<hr/>
<b>Total 44530 · Local Government Grants</b>	<b>35,000.00</b>
<b>Total 44500 · Government Grants</b>	<b>35,000.00</b>
47200 · Membership	
43450 · Membership - Property Owner	940.00
47210 · Membership - Retail or Restaura	2,970.00
47230 · Membership - Individual-Family	300.00
47240 · Membership - Business	1,266.00
47260 · Membership - Organization	632.00
	<hr/>
<b>Total 47200 · Membership</b>	<b>6,108.00</b>
48000 · Sponsorships - Operating	
48100 · Sponsorships - Flower baskets	165.00
	<hr/>
<b>Total 48000 · Sponsorships - Operating</b>	<b>165.00</b>
49000 · Special Events Income	
49020 · Special Events Sales (Nongift)	140.00
49100 · Sponsorships	
49110 · Sponsorships - Cash	36,700.00
	<hr/>
<b>Total 49100 · Sponsorships</b>	<b>36,700.00</b>
49200 · Merchant & Vendor Fees	4,147.00
49300 · Participant Fees	62,196.24
49400 · Other Sales to Participants	
49410 · Food, Drink & Merchandise Sales	8,648.00
49430 · Raffle Income	2,150.00
	<hr/>
<b>Total 49400 · Other Sales to Participants</b>	<b>10,798.00</b>
<b>Total 49000 · Special Events Income</b>	<b>113,981.24</b>
<b>Total Income</b>	<b>289,087.57</b>
<b>Cost of Goods Sold</b>	
51000 · Event Expenses	
51100 · Administration	
51110 · Management & Consulting Service	6,250.00
51120 · Banking & Credit Card Fees	2,390.30
51130 · Licenses & Permits	2,531.66
51140 · Postage	36.12
	<hr/>
<b>Total 51100 · Administration</b>	<b>11,208.08</b>
51200 · Event - Marketing	
51210 · Advertising	5,195.92
51220 · Website	157.80
51230 · Printing & Posters	16,820.28
	<hr/>
<b>Total 51200 · Event - Marketing</b>	<b>22,174.00</b>

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Accrual Basis

**Downtown Waterfront Alliance**  
**Profit & Loss**  
January through December 2014

	<u>Jan - Dec 14</u>
65060 · Website	
65062 · Hosting Fee	684.20
<b>Total 65060 · Website</b>	<b>684.20</b>
65070 · Bank Service Charges	22.00
65075 · Merchant Services Fees	478.23
65080 · Comcast Internet Services	1,216.10
65085 · License & Permits	11.00
65090 · Travel & Entertainment	830.25
65095 · Business Meals	1,104.86
65100 · Gifts	35.00
<b>Total 65000 · Operations</b>	<b>15,616.06</b>
65900 · Insurance, Tax & Memberships	
65920 · Insurance - Liability	500.00
65921 · Insurance - D & O	1,534.00
65922 · Insurance - Volunteers	175.00
65950 · Memberships and Dues	575.00
65965 · Donations & Sponsorships	550.00
65970 · Taxes	5,430.76
65980 · Annual Report	10.00
<b>Total 65900 · Insurance, Tax &amp; Memberships</b>	<b>8,774.76</b>
66000 · Payroll Expenses	
66010 · Executive Salary	53,760.00
66020 · Executive Director Benefits	4,200.00
66100 · Payroll Taxes	4,816.17
66200 · Contract Staffing	28,750.00
<b>Total 66000 · Payroll Expenses</b>	<b>91,526.17</b>
68300 · Travel and Meetings	
68310 · Conference, Convention, Meeting	570.15
68320 · Travel	484.73
68330 · Staff Travel	1,295.90
<b>Total 68300 · Travel and Meetings</b>	<b>2,350.78</b>
69100 · Advertising	3,425.00
<b>Total Expense</b>	<b>146,443.66</b>
<b>Net Ordinary Income</b>	<b>55,327.01</b>
<b>Other Income/Expense</b>	
<b>Other Expense</b>	
70000 · Special Projects	
70100 · Consulting Assistance & Expense	11,080.80
70300 · Community Improvement Projects	5,786.00
70000 · Special Projects - Other	61.11
<b>Total 70000 · Special Projects</b>	<b>16,927.91</b>
80000 · Ask My Accountant	50.00
<b>Total Other Expense</b>	<b>16,977.91</b>
<b>Net Other Income</b>	<b>-16,977.91</b>
<b>Net Income</b>	<b>38,349.10</b>

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Accrual Basis

**Downtown Waterfront Alliance**  
**Balance Sheet**  
**As of December 31, 2014**

	<u>Dec 31, 14</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
10550 · Columbia Bank	201,236.49
10600 · Petty Cash	<u>250.00</u>
Total Checking/Savings	<u>201,486.49</u>
Total Current Assets	<u>201,486.49</u>
<b>TOTAL ASSETS</b>	<b><u>201,486.49</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	483.28
Total Accounts Payable	<u>483.28</u>
Credit Cards	
26000 · Union Bank Visa	766.51
Total Credit Cards	<u>766.51</u>
Other Current Liabilities	
24000 · Payroll Liabilities	1,388.18
25000 · B&O Accrual	2,204.36
25500 · Sales Tax Payable	<u>735.08</u>
Total Other Current Liabilities	<u>4,327.62</u>
Total Current Liabilities	<u>5,577.41</u>
Total Liabilities	5,577.41
Equity	
32000 · Unrestricted Net Assets	157,559.98
Net Income	<u>38,349.10</u>
Total Equity	<u>195,909.08</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>201,486.49</u></b>



## Gig Harbor Fire & Medic One

January 28, 2015

Mr. Paul Rice  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

### RE: 2014 Annual Fire Inspection Report

Dear Mr. Rice:

This report is in accordance with the Interlocal Agreement for Fire Inspection Services between the City of Gig Harbor and Pierce County Fire District #5, dated 9/10/2012.

Section 2.A.3 Refused Inspection – Again on 11/04/2014, Stan Stearns refused inspection at 9515 North Harborview Dr, VICI/ Gig Harbor Group, Inc. This is the third year in a row that inspection has been refused.

Section 3.A Pierce County Fire District #5 has six employees that are currently certified to complete IFC fire code inspections. The District has engaged four of these employees to complete annual fire inspections. The names and titles of these inspectors are as follows, with an asterisk after the name to indicate those engaged:

Division Chief Eric Waters\*  
Fire Prevention Specialist Nanette Tatom  
Lieutenant Mark Metsker\*  
Firefighter Paul Hayes  
Firefighter Phil Miller\*  
Firefighter Paul Youngman\*

Section 3B./C. In October 2011, Pierce County Fire District #5 provided the City of Gig Harbor Fire Marshal direct electronic access to all of PCFD#5's occupancy files and hydrant fire flow files. This access provides continuous real time information for all Property Inspections, all Correction Notices, and Emergency Correction Notices.

Section 3.D There were no (0) Emergency Correction Notices issued for the reporting period.

Attached is a recap report for inspections completed from January 2014 through December 2014.

Professionally Yours,

Eric D. Waters, Division Chief  
Gig Harbor Fire & Medic One

# Gig Harbor Fire Medic One 2014 Annual Inspection Totals

2014 Month	# Inspections Initiated	# Re-Inspections Completed	Combined Total Inspections & Re-Inspections
January	80	30	110
February	67	19	86
March	136	24	160
April	143	50	193
May	80	69	149
June	43	38	81
July	19	17	36
August	47	22	69
September	34	44	78
October	99	49	148
November	60	32	92
December	65	68	133
<b>Total</b>	<b>873</b>	<b>462</b>	<b>1335</b>



Business of the City Council  
City of Gig Harbor, WA

**Subject: Equipment Purchases**

**Dept. Origin:** Finance

**Proposed Council Action:**

**Prepared by:** David Rodenbach

Pass resolution approving reimbursement for equipment purchases.

**For Agenda of:** February 9, 2015  
**Exhibits:** Resolution

Initial & Date

**Concurred by Mayor:**

*5/11/2.2.15*

**Approved by City Administrator:**

*PW 1/30/15*

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

*Per Email*

**Approved by Finance Director:**

*DF 1/22*

**Approved by Department Head:**

\_\_\_\_\_

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

The City's 2015 adopted budget authorizes purchase of three police patrol vehicles, one police staff vehicle, two pickup trucks, a boat, a Z-Trak lawnmower and a track hoe. Some of these vehicles are on order and will be paid for upon delivery while others will be ordered sometime in 2015. This resolution is required so that the City can participate in the State Treasurer's Office LOCAL (Local Option Capital Asset Lending) program. In 1989 the Washington State legislature created the LOCAL program to provide the lowest cost financing for state agency purchases by pooling funding needs into larger offerings of securities, and in 1998 the program was expanded to allow local government access to the program. By participating in the program, the City will be reimbursed the cost of the above noted equipment, and then the City will repay the balance over a term not to exceed the expected useful life of the assets; which is five years in this case.

**FISCAL CONSIDERATION**

The equipment is expected to cost approximately \$316,000. Reimbursement from the State Treasurer is expected in August. Payments of approximately \$70,000 per year will begin in 2016. Payments will be allocated among funds as follows (first payment in December 2015 will be interest only):

General Fund	\$53,900
Water Fund	\$ 7,000
Storm Fund	\$ 9,100

The term of the loan is five years and the latest interest rate for the August 2014 financing was 1.17 percent.

**RECOMMENDATION / MOTION**

**Move to:** Pass resolution approving reimbursement for the purchase equipment.



**RESOLUTION NO. 985**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
GIG HARBOR, WASHINGTON APPROVING CERTAIN  
EXPENDITURES FOR REIMBURSEMENT FROM THE  
PROCEEDS OF DEBT TO BE ISSUED IN THE FUTURE.**

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**Section 1.** The City of Gig Harbor, Washington (the "City") reasonably expects to reimburse the expenditures described herein with the proceeds of a financing contract to be entered into by the City (the "Reimbursement Obligation").

**Section 2.** The expenditures with respect to which the City reasonably expects to be reimbursed from the proceeds of Reimbursement Obligations are for the purchase of three police patrol vehicles, one police staff vehicle, two pickup trucks, a boat a Z-Trak lawnmower, and a track hoe in the amount of \$316,000, plus the payment of issuance costs.

**Section 3.** The expenditures with respect to which the City reasonably expects to be reimbursed from the proceeds of Reimbursement Obligations will be made from the General, Water and Storm Funds at the following percentages: General – 77 percent, Water – 10 percent and Storm 13 percent.

**Section 4.** The maximum principal amount of debt obligations expected to be issued for the project described in Section 2 is \$316,000.

**RESOLVED** this 9<sup>th</sup> day of February 2015.

APPROVED:

\_\_\_\_\_  
JILL GUERNSEY, MAYOR

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
MOLLY TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 01/26/15  
PASSED BY THE CITY COUNCIL: 02/09/15  
RESOLUTION NO. 985



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

**Subject:** Second Reading of Ordinance - Area-Wide Rezone (PL-ZONE-14-0004)

**Proposed Council Action:**  
Move to approve Ordinance No. 1310, authorizing rezone of 7 city owned properties, as depicted in Exhibit A from Residential Low to Public Institution.

**Dept. Origin:** Planning

**Prepared by:** Lindsey Sehmel, AICP  
Senior Planner

**For Agenda of:** February 9, 2015

**Exhibits:** Ordinance No. 1310

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:*  
 [Signature] 2.3.15  
 RW 2/3/15  
 email  
 N/A  
 JK 2/3/15

Expenditure	Amount	Appropriation
Required 0	Budgeted 0	Required 0

**INFORMATION / BACKGROUND**

During review of the GH 2030 Comprehensive Plan Update, staff identified multiple city owned parcels that are currently inconsistent with their land use and zoning designations. Staff presented to the Planning Commission a review for an area-wide rezone to correct these inconsistencies between the land use designation and zoning district designation of the 7 parcels consisting of approximately 25 acres. The current land use designation for these properties is Public/Institutional. The current zoning district for these properties is Single Family Residential.

All 25 acres of the properties under consideration currently and historically have had Public/Institutional uses. The proposal to rezone the subject properties will reflect their current and historic use. The properties consist of the Civic Center, Grandview Forest Park, Crescent Creek Park, and the Skansie water tower.

The Planning Commission held two work study sessions on this area-wide rezone on June 19, 2014 and July 17, 2014 and a public hearing on the rezone was held on August 7, 2014.

*After the public hearing, the Planning Commission recommended approval of the area-wide rezone to PI for the seven publicly owned parcels.*

City Council held a public hearing on the topic on January 26, 2015. No testimony was provided.

**POLICY CONSIDERATIONS**

Zoning map amendments are addressed in Chapter 17.100 of the Gig Harbor Municipal Code. The Council should generally consider whether the proposed amendment furthers public

health, safety and welfare, and whether the proposed amendment is consistent with the Gig Harbor Municipal Code, the Comprehensive Plan and the Growth Management Act (Chapter 36.70A RCW). Area-wide rezones are considered a Type V legislative action (GHMC 19.01.003).

In addition, applications for amendments to the zoning district map may only be approved if all of the following criteria are satisfied:

1. *The application for the zoning district map amendment must be consistent with and further the goals, policies and objectives of the comprehensive plan;*
2. *The application for the zoning district amendment must further or bear a substantial relationship to the public health, safety and general welfare;*
3. *No substantial detrimental effect will be caused by the granting of the application for the amendment;*
4. *The proponents of the application have the burden of proof in demonstrating that conditions have changed since the original zoning or original designation for the property on the zoning district map. (GHMC 17.100.035)*

**Gig Harbor Comprehensive Plan:**

From Goal 2.2.3 of the Land Use Element of the Comprehensive Plan

a) Residential

*Provides primarily for residential uses and facilities that would ordinarily be associated with or closely linked to residential uses and neighborhoods. Two density ranges are defined for residential: RL (urban residential low density, 4.0 dwelling units per acre) and RM (urban residential moderate density, 4.0 - 12.0 dwelling units per acre).*

*In residential-medium designations, conditional allowance may be provided for professional offices or businesses which would not significantly impact the character of residential neighborhoods. The intensity of the non-residential use should be compatible with the adjacent residential area. Such conditional allowance shall be established under the appropriate land use or zoning category of the development regulations and standards. Use natural buffers or innovative site design as mitigation techniques to minimize operational impacts of non-residential uses and to serve as natural drainage ways.*

b) Public/Institutional

*Provides primarily for a variety of large scale (10 + acres) public facilities which serves a region or several communities. These can include schools, government (local, state, federal) facilities, correction centers, and essential public facilities as defined in the Essential Public Facilities Section of the Comprehensive Plan.*

**Planning Commission Analysis:**

The Planning Commission's complete analysis and findings on the criteria for approval contained in GHMC 17.100.035 can be found in their enclosed Notice of Recommendation. Below is a summation of their analysis:

- The PI zoning district more properly implements the P/I Land Use designation than the current zoning of Single Family and is consistent with and furthers the goals, policies and objectives of the Comprehensive Plan.
- Correcting these zoning inaccuracies guarantees the continuation of the existing civic sites thus preserving the public investment in those properties.
- No substantial detrimental effect would be caused by the granting of this rezone request. All of the properties within the rezone currently contain uses consistent with the intent of the Public/Institutional Land Use and Public-Institutional zoning.
- Historical maps show that with each set of parcels conditions have changed since the original zoning map was created.

**ENVIRONMENTAL ANALYSIS**

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) for the proposed amendments on July 16, 2014 as required per WAC 197-11-340(2).

**FISCAL CONSIDERATION**

None

**BOARD OR COMMITTEE RECOMMENDATION**

The Planning Commission has recommended approval of this area-wide rezone.

**RECOMMENDATION / MOTION**

**Move to:** Approve Ordinance No.1310, authorizing rezone of 7 city owned properties, as depicted in Exhibit A, from Residential Low to Public Institution.

**ORDINANCE NO. 1310**

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, APPROVING A CITY-INITIATED REZONE OF 7 PARCELS CONSISTING OF APPROXIMATELY 25 ACRES FROM R-1 ZONING DISTRICTS TO PUBLIC/INSTITUTIONAL DISTRICT (PI); PIERCE COUNTY ASSESSOR PARCEL NUMBERS 0221083155, 0221083119, 0221083156, 0221083118, 0222323019, 0222323018, 0221063042; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF GIG HARBOR; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE**

---

WHEREAS, the current Comprehensive Plan land use designation for 7 parcels within the City, located at the Civic Center, Crescent Creek Park, and Skansie water tower, is Public/Institutional (PI), and the current zoning district for these parcels is Single-Family Residential (R-1); and

WHEREAS, the existing PI comprehensive plan land use designation anticipates publicly owned and institutional uses; and

WHEREAS, the 25 acres subject to this rezone are currently being used for public parks, open space and services; uses which are consistent with Public Institutional District (PI) zoning; and

WHEREAS, the PI zoning district is the only zoning district which implements the PI land use designation; and

WHEREAS, the proposed rezone is a Type V action as defined in GHMC 19.01.003(B) for area-wide zoning map amendments; and

WHEREAS, a final decision for a Type V application shall be rendered by the City Council after a recommendation from the Planning Commission as per GHMC 19.01.003(A); and

WHEREAS, the Planning Commission held work study sessions on June 19, 2014 and July 17, 2014 and held a public hearing on the area-wide rezone on August 7, 2014, and recommended approval; and

WHEREAS, on January 15, 2015, the proposed area-wide rezone was sent to the Washington Department of Commerce pursuant to RCW 36.70A.106; and

WHEREAS, a SEPA threshold determination of non-significance (DNS) for the proposed rezone was issued on July 16, 2014 and was not appealed; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on January 26, 2015; and

WHEREAS, on February 9, 2015, the City Council held a second reading during a regular City Council meeting; Now, therefore,

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

Section 1. Criteria. Zoning map amendments are addressed in Chapter 17.100 of the Gig Harbor Municipal Code. Applications for amendments to the zoning district map may only be approved if all of the following criteria are satisfied:

- A. The application for the zoning district map amendment must be consistent with and further the goals, policies and objectives of the comprehensive plan;
- B. The application for the zoning district amendment must further or bear a substantial relationship to the public health, safety and general welfare;
- C. No substantial detrimental effect will be caused by the granting of the application for the amendment;
- D. The proponents of the application have the burden of proof in demonstrating that conditions have changed since the original zoning or original designation for the property on the zoning district map. (GHMC 17.100.035)

Section 2. Findings. The City Council considered the recommendation of the Planning Commission, and makes the following findings in relation to the criteria of approval in section 1 above:

- A. The Comprehensive Plan has designated this area Public/Institutional (PI). The Public/Institutional District (PI) zoning more properly implements the PI comprehensive plan designation than the present R-1 zoning districts. The proposal to rezone the subject properties to PI is consistent with and furthers the goals and policies of the Comprehensive Plan.
- B. Correction of these zoning inaccuracies guarantees the continuation of the existing civic uses thus preserving the public investment in the properties. Any future expansion or development proposed for the city sites will require standards that address safety and public health.
- C. No substantial detrimental effect would be caused by the granting of this rezone request. The properties within the rezone area currently contain uses consistent with the intent of the PI zoning district: Publically owned properties.

D. The properties proposed for rezone have historically been inaccurately zoned low-density residential. Development of the sites has always been in line with the land use designation of Public Institutional, it is the intent of this rezone to establish accurate zoning districts that align with the existing uses.

Section 3. Rezone. As shown on Exhibit "A" attached hereto and incorporated by this reference, including tax parcel numbers: 0221083155, 0221083119, 0221083156, 0221083118, 0222323019, 0222323018, 0221063042, are hereby rezoned from R-1 to Public/Institutional District (PI).

Section 4. Zoning Map. The Planning Director is hereby instructed to effectuate the necessary changes to the Official Zoning Map of the City in accordance with the zoning established by section 3.

Section 5. Severability. If any section, sentence, clause or phrase of this ordinance should be 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, sentence, clause or phrase of this ordinance.

Section 6. Effective Date. This ordinance shall take effect (5) days after passage and publication of an approved summary thereof consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF GIG HARBOR

\_\_\_\_\_  
Mayor Jill Guernsey

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Molly M. Towslee, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney

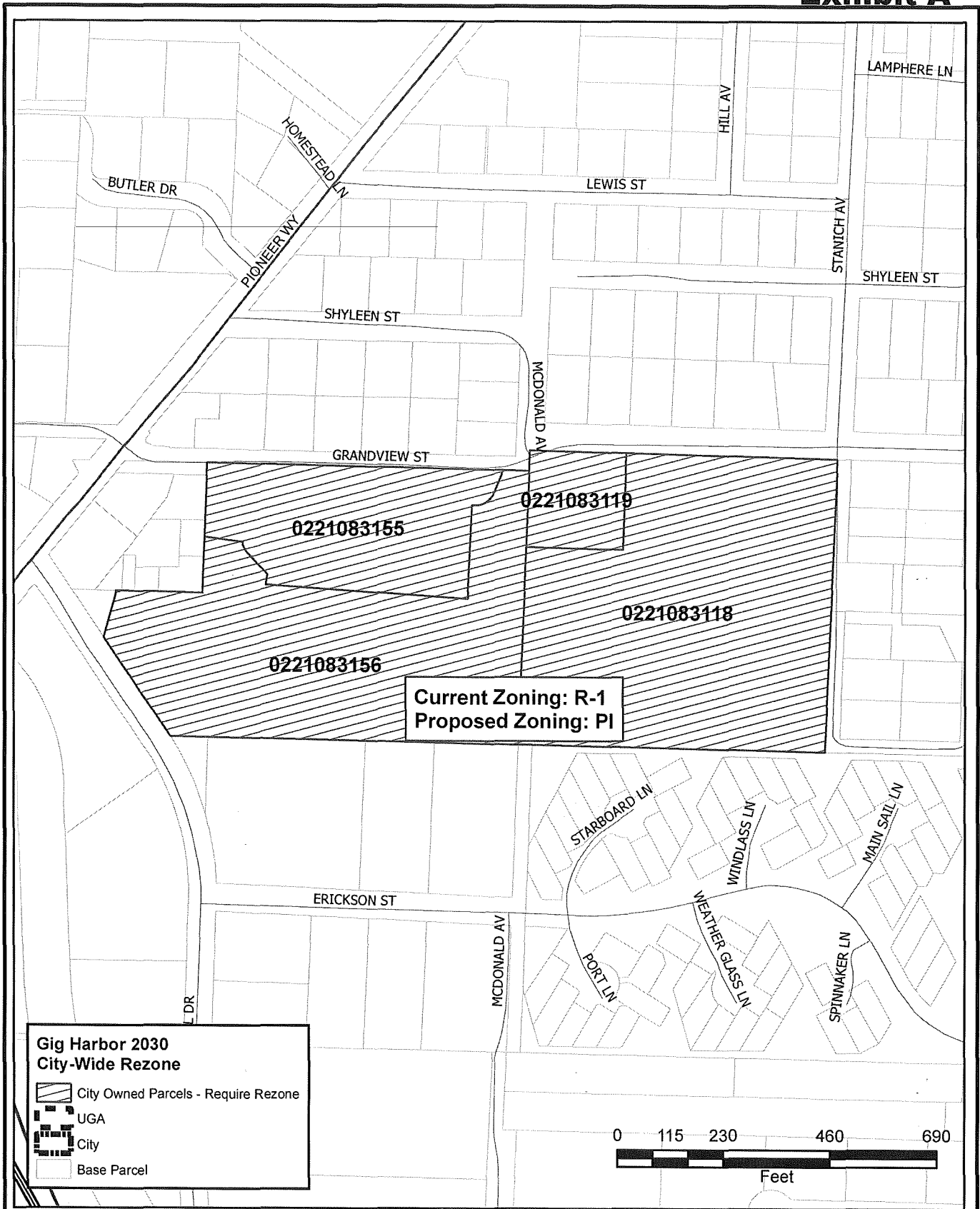
\_\_\_\_\_  
Angela Summerfield

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:

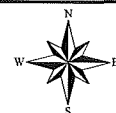
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO:



# Exhibit A

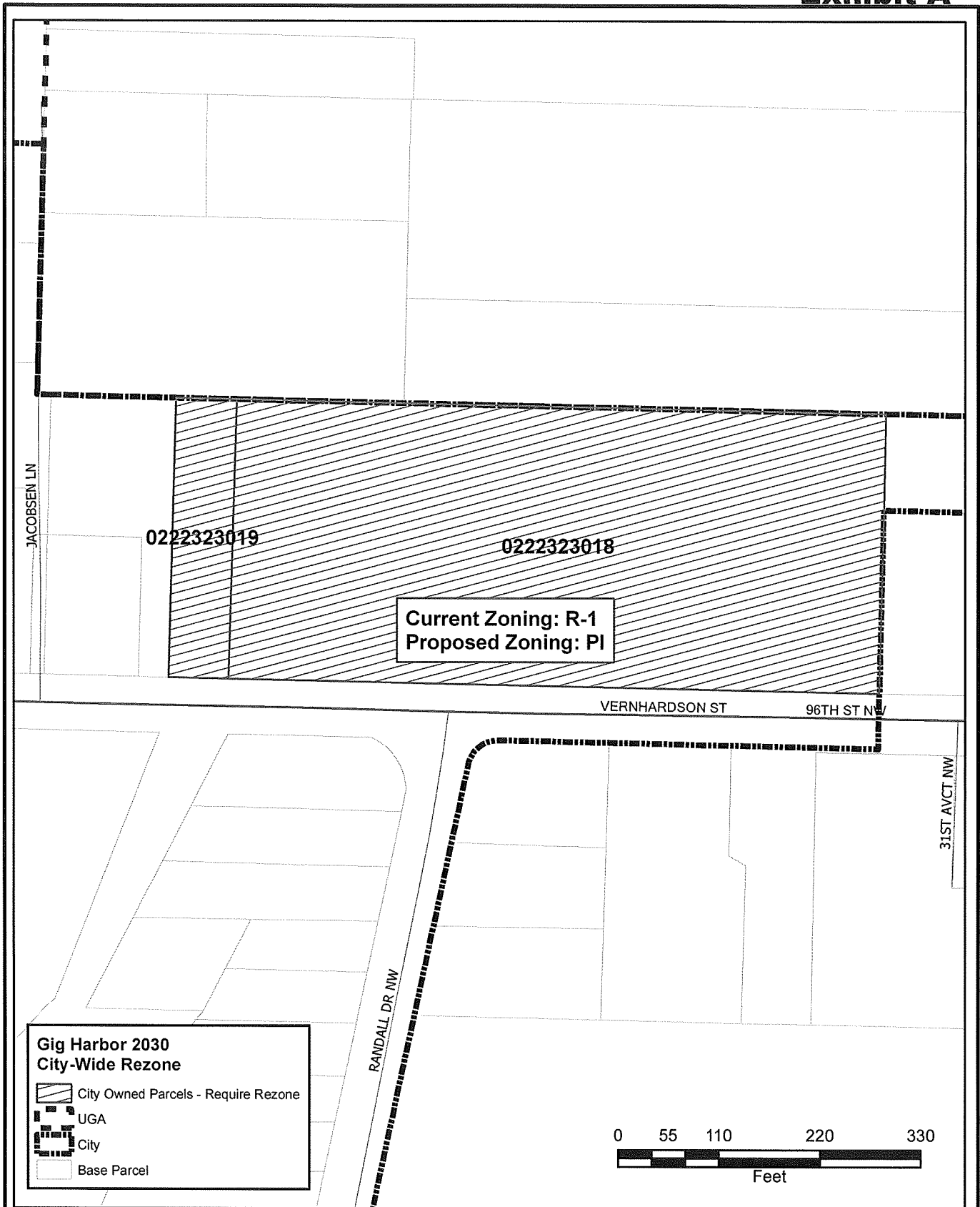


## City-Owned Parcels for Rezone Civic Center, Skate Park, Grandview Forest Park

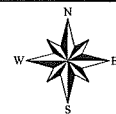


Draft 071714

# Exhibit A

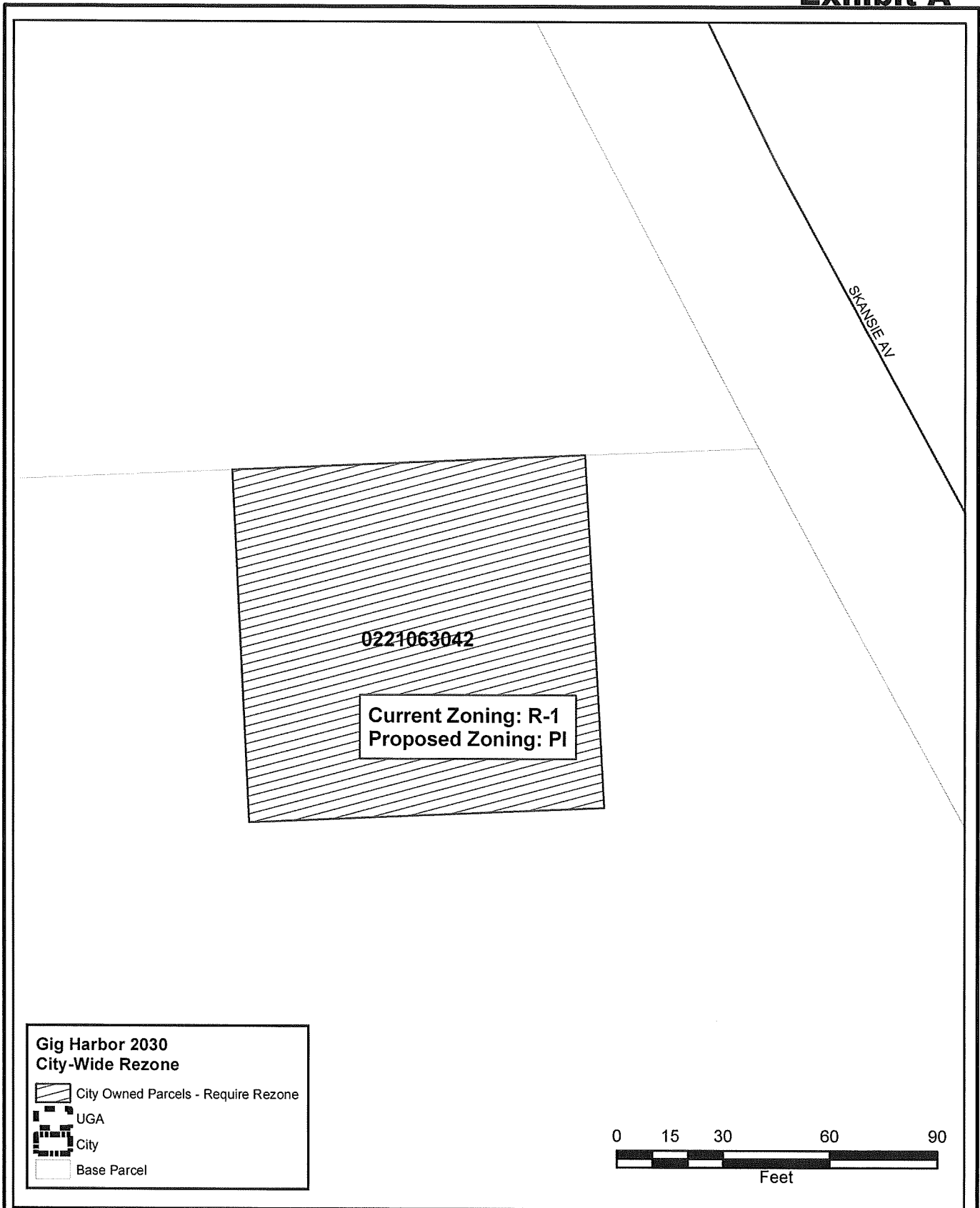


## City-Owned Parcels for Rezone Crescent Creek Park

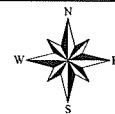


Draft 071714

# Exhibit A



## City-Owned Parcels for Rezone Skansie Avenue Water Tower



Draft 071714



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

**Subject: Re-appointment to the Lodging Tax Advisory Committee**

**Proposed Council Action: Move to re-appoint Mary DesMarais, Warren Zimmerman, and Lindsey Munson to all serve another two-year term.**

**Dept. Origin:** Administration

**Prepared by:** Board and Candidate Review

**For Agenda of:** February 9, 2015

**Exhibits:** Please refer to BCCR Minutes on Consent Agenda – Receive and File.

Initial & Date

**Concurred by Mayor:** \_\_\_\_\_

**Approved by City Administrator:** RW 2/2/15

**Approved as to form by City Atty:** \_\_\_\_\_

**Approved by Finance Director:** \_\_\_\_\_

**Approved by Department Head:** \_\_\_\_\_

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

**INFORMATION / BACKGROUND**

There are three positions coming due on the LTAC. Mary DesMarais, Warren Zimmerman, and Lindsey Munson submitted letters asking to be re-appointed. We also received an application from Al Abbott.

The committee interviewed Mr. Abbott, and considered the recommendation of the Chair, Councilmember Payne, and Tourism and Communications Director Karen Scott. They both explained that the Commission was running very well, and suggested a recommendation to re-appoint Ms. DeMarais, Mr. Zimmerman, and Ms. Munson.

**FISCAL CONSIDERATION**

None

**BOARD OR COMMITTEE RECOMMENDATION**

The Committee voted two to one to follow the recommendation by the LTAC.

**RECOMMENDATION / MOTION**

**Move to:** Re-appoint Mary DesMarais, Warren Zimmerman, and Lindsey Munson to all serve another two-year term.



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

**Subject:** Wastewater Treatment Plant and Collection System On-Call Engineering Services – Consultant Services Contract with Advanced Industrial Automation Corporation

**Proposed Council Action:** Approve and authorize the Mayor to execute the Consultant Services Contract with Advanced Industrial Automation Corporation, in an amount not exceed Thirty-Two Thousand, Fifty-Nine Dollars and Sixty Cents (\$32,059.60).

**Dept. Origin:** Public Works/Wastewater Treatment Plant

**Prepared by:** Darrell Winans *DW*  
Supervisor

**For Agenda of:** February 9, 2015

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

	Initial & Date
<b>Concurred by Mayor:</b>	<i>DW 2-3-15</i>
<b>Approved by City Administrator:</b>	<i>RW 2-3-15</i>
<b>Approved as to form by City Atty:</b>	<i>ok'd by email 2-3-15</i>
<b>Approved by Finance Director:</b>	<i>DF 2/3</i>
<b>Approved by Public Works Director:</b>	<i>DW 2/3/15</i>
<b>Approved by City Engineer:</b>	_____

<b>Expenditure Required</b>	\$32,059.60	<b>Amount Budgeted</b>	\$60,000	<b>Appropriation Required</b>	\$0
-----------------------------	-------------	------------------------	----------	-------------------------------	-----

**INFORMATION/BACKGROUND**

Supervisory control and data acquisition (SCADA) improvements and upgrades have been occurring and will continue to occur at the City's Wastewater Treatment Plant and Collection System. These services have been successfully completed by Advanced Industrial Automation (AIA). This contract provides for their continued assistance within the next year.

**FISCAL CONSIDERATIONS**

This work will be funded under the professional services account in the 2015/2016 wastewater operating fund.

**BOARD OR COMMITTEE RECOMMENDATION**

None.

**RECOMMENDATION/MOTION**

Approve and authorize the Mayor to execute the Consultant Services Contract with Advanced Industrial Automation Corporation for the On-Call Services Contract for the Wastewater Treatment Plant and the Collection System in the amount not-to-exceed Thirty-Two Thousand, Fifty-Nine Dollars and Sixty Cents (\$32,059.60)

**PROFESSIONAL SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
ADVANCED INDUSTRIAL AUTOMATION CORPORATION**

---

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Advanced Industrial Automation Corporation, a corporation organized under the laws of the State of Washington (the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in On-Call Engineering Services at the Wastewater Treatment Plant 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 Thirty-Two Thousand, Fifty-Nine Dollars and Sixty Cents (\$32,059.60) 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. 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 1, 2016; provided however, that additional time shall be granted by the City for excusable days or extra work.

**4. 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.

**5. 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.

**6. Independent Status of Consultant.** The parties to this Agreement, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one

party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

**7. Indemnification.**

A. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers, harmless from any and all claims, injuries, damages, losses or suits including attorneys fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees or volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. 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 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:  
Advanced Industrial Automation Corporation  
ATTN: Jon Mathison, P.E.  
5227 Ballard Ave. NE, Ste. 8  
Seattle, WA 98107-4809  
(425) 836-3386 FAX (425) 642-8282

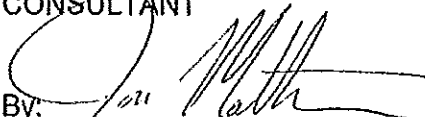
City of Gig Harbor  
ATTN: Darrell Winans, Supervisor  
Wastewater Treatment Plant  
3510 Grandview Street  
Glg Harbor, WA 98335  
(253) 851-6170

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

By:   
Its: Jon Mathison, President AIA

CITY OF GIG HARBOR

By: \_\_\_\_\_  
Mayor Jill Guernsey

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## City of Gig Harbor – 2015 Professional Services Exhibit A – Scope of Work

### Background: City of Gig Harbor On-call Engineering Services

Communication, instrumentation, control, and low voltage electrical is critical to the Gig Harbor waste water collection and treatment systems. The existing SCADA (Supervisory Control and Data Acquisition) System and Allen Bradley controllers need to be supported 24/7. Proposed Consultant has extensive experience with SCADA system, instrumentation, communications, and Allen Bradley PLCs. Using the Consultant for this task will be a cost effective solution in supporting city operations.

Task 1 – Provide engineering support services for Gig Harbor communications, instrumentation, control, and low voltage systems. AIA will provide on-site and telephone engineering support and maintenance recommendations for the City of Gig Harbor SCADA System. This task will include the following:

- On-site maintenance and engineering support for the industrial computer system equipment. This includes the PLC, workstations, monitors, bulk storage devices, instrumentation, telemetry, communication devices, and peripheral equipment as directed by city staff.
- Field change orders and/or updates recommended by the manufacturer and approved by city staff shall be installed.
- Upgrades, modifications, and enhancements per direction of city staff.
- Operator training as needed.

Task 2 – Provide design and construction support engineering services for the City of Gig Harbor communications, instrumentation, control, and low voltage systems. AIA will provide engineering support and recommendations for the City of Gig Harbor systems. This task will include the following:

- Engineering report(s) detailing system issues or enhancements as requested by city staff.
- Plans and specifications to update and upgrade systems in a manner consistent with city requirements.
- Construction Support Services as necessary to include submittal review, respond to RFIs, review of work performed by Contractor or others to ensure it meets the requirements of the electrical and controls system.

### Key Assumptions:

- City staff to request Task 1 or Task 2 work on an as-needed basis.

- Per Steve Misiurak's and Jon Mathison's conversation on 4/15/14, travel time included in this estimate covers time starting at the AIA office in Seattle to the City of Gig Harbor WWTP site.

# EXHIBIT B

Advanced Industrial Automation Corp

5227 Ballard Ave NW, Suite 8  
Seattle, WA 98107

## Estimate

Date	Estimate #
2/3/2015	232

Name / Address
Darrell Winans - City of Gig Harbor Waste Water Treatment Plant Supervisor Public Works Department 3510 Grandview Street Gig Harbor, WA 98335

Description	P.O. No.	Project	
		2015 Prof Services	
	Qty	Cost	Total
Integration Coordination	25	135.00	3,375.00
Integration PLC Programming	25	130.00	3,250.00
Integration HMI Configuration	100	125.00	12,500.00
Integration PLC Programming	50	120.00	6,000.00
Electrical Eng. Design	60	95.00	5,700.00
Mileage allowance per IRS standard rate.	2,147.13	0.575	1,234.60
Reference accompanying contract.			<b>Total</b> \$32,059.60

Phone #	Fax #	E-mail	Web Site
425-836-3386	425-642-8282	lina@advancedia.com	www.advancedia.com



Business of the City Council  
City of Gig Harbor, WA

**Subject: Amendment No. 5 to  
Assigned Counsel Agreement**

**Dept. Origin: Administration**

**Proposed Council Action:**

**Prepared by: Ron Williams**

**Authorize the Mayor to sign the Amendment  
to the Assigned Counsel Agreement with  
Pierce County.**

**For Agenda of: February 9, 2015**

**Exhibits: Assigned Counsel Agreement**

Initial & Date

**Concurred by Mayor:**

*AG 2-4-15*

**Approved by City Administrator:**

*RW 2-4-15*

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

*by email*

**Approved by Finance Director:**

*DF 2/4*

**Approved by Department Head:**

\_\_\_\_\_

Expenditure	Amount	Appropriation
Required \$68,000	Budgeted \$57,000	Required \$11,000

**INFORMATION / BACKGROUND**

For the past several years, Pierce County Department of Assigned Counsel (DAC) has been providing Assigned Counsel services for the City's Municipal Court. The two-year agreement with Pierce County for Assigned Counsel services expired 12/31/2014. The attached amendment to the original January 2007 Agreement with DAC will run one year through December 31, 2015.

Pierce County has asked that Section 3 be amended to read: The contract complies with all standards as listed under CrRLJ 3.1, CrR 3.1, Standards for Indigent Defense (SID), Washington State Bar Association, Rules of Professional Conduct, and Pierce County Case-Weighting Model.

**FISCAL CONSIDERATION**

This amendment proposes an increase from the \$54,557 base contract for 2014 to \$68,000. This increase is primarily because DAC has changed its calculations to a case-weighting method in order to comply with a recent Supreme Court opinion regarding adequate representation for indigent defendants. We will try and absorb the additional \$11,000 not budgeted in this year's fund, or return to Council with a budget amendment.

The 2014 contract allowed for an additional allowance of \$2,000 per year for certain contracted services (conflict counsel, expert services and investigations), and those provisions will remain the same in this proposed contract.

**RECOMMENDATION / MOTION**

**Move to: Authorize the Mayor to sign the amendment to the Assigned Counsel Agreement.**

**AMENDMENT NO. 5 TO ASSIGNED COUNSEL AGREEMENT**

THIS AMENDMENT NO. 5 to that certain Assigned Counsel Agreement dated January 1, 2007, as amended (the "Agreement") is made by and between the CITY OF GIG HARBOR, a Washington municipal corporation (the "City"), and PIERCE COUNTY, a political subdivision of the State of Washington (the "County"), on behalf of its Department of Assigned Counsel (the "Department").

**WITNESSETH:**

WHEREAS, the parties entered into an Agreement for the provision of legal counsel services to indigent defendants in the Gig Harbor Municipal Court for the 2007-2008 calendar years; and extended by amendments the Agreement to cover services through the 2014 calendar year; and

WHEREAS, the parties desire to extend the term of the Agreement to cover the calendar year 2015;

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

**TERMS:**

**Section 1.** Section 1 of the Agreement is hereby amended to read as follows:

The Department will provide legal counsel services to indigent defendants in the Gig Harbor Municipal Court for the 2015 calendar year. Such services will include, but are not limited, legal services to all indigent defendants charged with misdemeanor crimes, including, where appropriate, interviewing defendants held in custody, representation at arraignments as requested by the Court, and at all subsequent proceedings in the Municipal Court. Indigency status will be determined by the City in coordination with the Court.

**Section 2.** Section 2 of the Agreement is hereby amended to read as follows:

A. In return for the services rendered to the City and to those indigent defendants represented by the Department in 2015, the City agrees to pay the County the annual sum of Sixty Eight Thousand Dollars (\$68,000). Payments shall be made in equal quarterly installments of Seventeen Thousand Dollars (\$17,000), due and payable at the end of each quarter for those services rendered.

B. An allowance of \$2,000 shall be available to the County to cover costs associated with conflict counsel, expert services and investigations. These costs will be paid on a reimbursement basis, after presentation of an invoice for such costs. In the event that the retention of the services in this subparagraph exceeds \$2,000, the City



shall provide additional funds for those services so that all payments for those services remain separate from the contract compensation to the County under this Agreement.

**Section 3.** Section 3 of the Agreement is hereby amended to read as follows:

**Section 3. Compliance.** The County on behalf of the Department promises and warrants that all services performed under this agreement will comply with all standards as listed under Washington Supreme Court CrRLJ 3.1 and CrR 3.1, the Washington State Bar Association Standards for Indigent Defense (July 2011), and the Rules of Professional Conduct.

EXCEPT AS EXPRESSLY MODIFIED BY THIS AMENDMENT NO. 5,  
ALL TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN  
FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, this Amendment shall become effective upon  
signature by the last party hereto.

**CITY OF GIG HARBOR**

**PIERCE COUNTY**

\_\_\_\_\_  
Mayor Jill Guernsey      Date

\_\_\_\_\_  
Michael R. Kawamura, Director      Date  
Department of Assigned Counsel

Attest:

Approved as to legal form only:

\_\_\_\_\_  
City Clerk      Date

By: \_\_\_\_\_  
Deputy Prosecuting Attorney      Date

Approved as to legal form only:

Recommended:

\_\_\_\_\_  
City Attorney      Date

By: \_\_\_\_\_  
Budget & Finance      Date

By: \_\_\_\_\_  
Executive      Date



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

**Subject:** Official City Newspaper

**Proposed Council Action:**

Move to award the designation of the "Official City Newspaper"

Dept. Origin: Administration

Prepared by: Molly Towslee, City Clerk *MT*

For Agenda of: February 9, 2015

Exhibits: Bid Proposals

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

*5/11 2-3-15*  
*RW 2/3/15*  
*[Signature] 2/3*

Expenditure	Amount	Admin \$1000	Parks \$1700	Appropriation
Required	TBD	Budgeted: Planning: \$6800	PW \$2350	Required \$0

**INFORMATION / BACKGROUND**

At the last meeting, Council rejected both bids received from *The Peninsula Gateway* and *The Gig Harbor LIFE* due to inconsistencies and directed the City Clerk to re-advertise with an updated Request for Proposals.

This time the RFP asked for the following: 1) Statement indicating the publication's qualifications as a legal newspaper as provided under RCW 65.16 and general circulation within the boundaries of the City of Gig Harbor city limits; 2) the cost for legal affidavit of publication; and 3) a quote to run an example notice in the legal section on a weekday.

We received two sealed bids by the February 3<sup>rd</sup> deadline: *The Peninsula Gateway* and *Gig Harbor LIFE*.

- 1) Both papers meet the qualifications as a legal newspaper.
- 2) *Gig Harbor LIFE*: no charge for legal affidavit  
*The Peninsula Gateway*: \$9.55 per legal affidavit
- 3) *Gig Harbor LIFE*: \$16.96 to run the example ad  
*The Peninsula Gateway*: \$35.38 - 1 column; \$36.60 -2 column to run the example ad

*The Peninsula Gateway* office is located in city limits, and serves over 5,608 residences, has a weekly readership of more than 15,142 in print, and 34,640 monthly visitors on gateline.com.

The *Gig Harbor LIFE* is a free weekly community newspaper published by *The Kitsap Sun*. Circulation within the Gig Harbor zip codes of 98332 and 98335 totals 11,300 direct mail to households and 2,700 distributed to single copy outlets. Circulation of *Gig Harbor LIFE* within the City of Gig Harbor is approximately 2,800. Extra copies are readily available at several

highly assessable outlets such as the library, visitors' center, and popular local businesses. It also has a free legal advertising area designated on their website.

**FISCAL CONSIDERATION**

The *Gig Harbor LIFE's* bid of \$.53 per line for two columns is significantly lower. *The Peninsula Gateway's* bid of \$2.44 per line for two columns represents no change from the 2013 rate.

*The Peninsula Gateway* charges \$9.55 for each affidavit of publication, which is required for our legal notices. *The Gig Harbor LIFE* does not charge.

**RECOMMENDATION / MOTION**

**Move to:** Move to award the designation of the "Official City Newspaper"



February 3, 2015

Molly Towslee, City Clerk  
City of Gig Harbor  
City Hall  
3510 Grandview Street  
Gig Harbor, WA 98335

Re: Request for Newspaper Publication Services

Thank you for the opportunity to respond to your bid request.

This response proposes use of the established weekly community newspaper, *Gig Harbor LIFE*, as a means of fulfilling legal advertising publishing obligations. Published by the Kitsap Sun, *Gig Harbor LIFE* is distributed free to Gig Harbor community members, in and around the City of Gig Harbor. It is primarily delivered by direct mail to approximately 14,000 Gig Harbor resident and business addresses. Extra copies are made readily available at a number of highly accessible outlets, such as the library, visitors center and a number of popular local businesses.

#### **QUALIFICATONS**

\**Gig Harbor LIFE* meets all qualifications as a legal newspaper.

\**Gig Harbor LIFE* is a general-interest newspaper published weekly, delivered each Friday.

\*Content of *Gig Harbor LIFE*, including legal advertising, is readily and freely available in print and online.

\*Among entities who have relied in full or in part on the advertising services of *Gig Harbor LIFE* include Uptown Gig Harbor, St. Anthony's Hospital, Morgan Stanley Smith Barney, Peninsula Light, Kitsap Credit Union, CS Floors, ScratchMasters, Coldwell Banker Bain, Best Western, Gig Harbor Academy, Merle Norman, Precision Tune and Galaxy Theatre, among others.

\*In addition to meeting public notice legal obligations, legal advertising in *Gig Harbor LIFE* offers the likelihood of being read and seen by interested citizens, construction contractors and building trade professionals. Reaching these and others whose work ultimately serves communities, is of considerable value to them, the public and the municipalities and individuals tasked with publishing such notices.

**Page Two**

\*Circulation within Gig Harbor zip codes of 98332 and 98335 totals 11,300 direct mailed to households, and 2,700 distributed to single copy outlets. Circulation of *Gig Harbor LIFE* within the City of Gig Harbor is approximately 2,800.

**FEE PROPOSAL/RATE:**

*Gig Harbor Life* offers the City of Gig Harbor a per-line rate of \$.53 per line on two columns (2.248" wide), on a nine column page format. \$16.96 is the price quote for the sample ad, which is approximately a 73% reduction in the open rate for *Gig Harbor LIFE* public notices.

**FREE Online placement:**

Placement of the online version of the print ad, listed in a specially designated legal advertising area of the website, is offered as a free service. This service enables review of each ad from anywhere in the world at any time of any day.

**Service:**

Ads may be submitted electronically, and any needed courier services to and from City Hall would be provided at no cost to the City. *Gig Harbor LIFE* Legal Advertising Representative Teresa Hull would be your advertising representative.

Any reasonable number of tear-sheets and notarized affidavits, as proof of publication, will be provided to the City of Gig Harbor for each legal ad with invoice, or in a more immediate manner deemed necessary by the City. There is no additional cost for notarized affidavits of publication.

**Billing:**

Ads will be billed on a cost per line basis, with each line consuming a two-column width.

**Attachments:**

Attachments include the sample legal ad.

**THE MERITS OF THIS PROPOSAL:**

\*Fulfills the City's legal obligations for legal advertising.

\*Provides a known audience of the general public within and beyond Gig Harbor.

\*Provides an audience of those directly interested in municipality legal notices, those whose knowledge of advertised details lead to qualified, competitive bid responses.

\*Offers proven services.

**NOTICE OF VESSEL AUCTION**  
**1969 Fairliner 27-foot Power Vessel.**  
**Registration Number WN0088JP**

**Hull Identification Number WAZ4653B1962**

Pursuant to RCW 79.100.050, the Gig Harbor Police Department will be auctioning the above listed vessel by sealed bid. The vessel may be viewed at the Gig Harbor City Dock, Jerisich Park, 3211 Harborview Drive, Gig Harbor. Sealed bids must be submitted to the Gig Harbor City Clerk, 3510 Grandview Street, Gig Harbor WA 98335 and shall be received no later than 12:00 p.m. PST on Tuesday, March 13, 2012. Sealed bids must include the amount of the bid, and the name, address, and phone number of the bidder.

The auction will be held on Tuesday, March 13, 2012 at 12:00 p.m. in the lobby of the Gig Harbor Civic Center. The successful bidder must provide payment of the final accepted bid offer within two business days of the awarded bid. Payment must be made in cash or certified funds such as a cashier's check or money order. The successful bidder must legally remove the vessel from the City Dock within five business days of the awarded bid and may not anchor the vessel in the confines of Gig Harbor. The successful bidder must apply for a vessel title within fifteen days of the awarded bid. For questions, please contact the Gig Harbor Police Department at (253) 851-2236 during business hours.

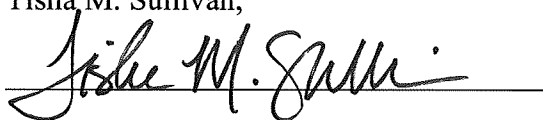
JAN. 23, 2015  
AD#20145214

**Page Three**

Submitted by:

Bidder: Tisha M. Sullivan,

Bidder's Signature:

A handwritten signature in black ink, appearing to read "Tisha M. Sullivan", is written over a horizontal line.

Business Name: Gig Harbor LIFE

Address: 3110 Judson St., PMB 71  
Gig Harbor, WA 98335

Phone: 360-792-5241

Fax: 360-792-8557



# The Kitsap Sun

## NEWSPAPER

### Publisher's Statement

6 months ended September 30, 2014

Subject to Audit

Audited Every Other Year

Bremerton (Kitsap County), Washington

www.KitsapSun.com

	Avg							Sat
	Sun	Mon-Sat	Mon	Tue	Wed	Thu	Fri	
<b>EXECUTIVE SUMMARY</b>	19,876	26,471	17,357	17,487	17,529	17,966	70,417	18,410
<b>THE KITSAP SUN</b>								
Print (See Par. 1A)	18,361	15,874	15,358	15,485	15,517	15,966	16,516	16,409
Digital Nonreplica (See Par. 1B)	1,515	2,003	1,999	2,002	2,012	2,000	2,002	2,001
<b>Total Circulation Excluding Branded Editions</b>	19,876	17,877	17,357	17,487	17,529	17,966	18,518	18,410
<b>Branded Editions</b>								
Bainbridge Islander (See Par. 1C)		1,627					9,827	
Gig Harbor Life (See Par. 1D)		2,348					14,181	
Mason County Life (See Par. 1E)		2,550					15,401	
Northwest Navy Life (See Par. 1F)		2,069					12,490	
<b>TOTAL AVERAGE CIRCULATION</b>	19,876	26,471	17,357	17,487	17,529	17,966	70,417	18,410

### TOTAL CONSUMER ACCOUNTS

Sun (Sun, August 3, 2014) 17,678  
 Daily (Fri, August 1, 2014) 16,621  
 See Par. 5

### Publishing Plans

<b>The Kitsap Sun</b>	Frequency: Daily Delivery Vehicle(s): Print, online Website(s): www.KitsapSun.com
<b>Islander</b> <small>BAINBRIDGE</small>	Frequency: Friday Delivery Vehicle(s): Print A Friday publication with distribution throughout Bainbridge Island, primarily via direct mail. Website(s): www.BainbridgeIslander.com
<b>Gig Harbor Life</b> <small>YOUR COMMUNITY</small>	Frequency: Friday Delivery Vehicle(s): Print A Friday publication with distribution throughout Gig Harbor, primarily via direct mail. Website(s): www.GigHarbor-Life.com
<b>Mason County Life</b> <small>YOUR COMMUNITY</small>	Frequency: Friday Delivery Vehicle(s): Print A Friday publication with a distribution throughout Mason County, primarily via direct mail. Website(s): www.MasonCountyLife.com
<b>Northwest Navy Life</b>	Frequency: Friday Delivery Vehicle(s): Print A Friday publication with distribution throughout Northwest Navy, primarily via direct mail. Website(s): www.NWNavyLife.com



	Sun	Avg Mon-Sat	Mon	Tue	Wed	Thu	Fri	Sat
<b>1A. THE KITSAP SUN - PRINT</b>								
Paid Circulation								
Individually Paid Circulation								
Home Delivery and Mail	16,323	14,300	13,898	13,912	13,923	14,353	14,810	14,918
Single Copy Sales	1,482	888	783	825	870	904	1,020	926
<b>Total Average Individually Paid Circulation</b>	<b>17,805</b>	<b>15,188</b>	<b>14,681</b>	<b>14,737</b>	<b>14,793</b>	<b>15,257</b>	<b>15,830</b>	<b>15,844</b>
Business/Traveler Paid Circulation								
Hotel Distribution - Room/Lobby Copies	198	195	179	200	200	208	179	204
<b>Total Average Business/Traveler Paid Circulation</b>	<b>198</b>	<b>195</b>	<b>179</b>	<b>200</b>	<b>200</b>	<b>208</b>	<b>179</b>	<b>204</b>
<b>Total Average Paid Circulation - Print</b>	<b>18,003</b>	<b>15,383</b>	<b>14,860</b>	<b>14,937</b>	<b>14,993</b>	<b>15,465</b>	<b>16,009</b>	<b>16,048</b>
Qualified Circulation								
Single Copy								
Educational Copies	3	100	104	152	126	103	108	3
Employee/Independent Contractor	261	251	248	250	252	252	253	249
Retail/Business	94	140	146	146	146	146	146	109
<b>Total Average Single Copy</b>	<b>358</b>	<b>491</b>	<b>498</b>	<b>548</b>	<b>524</b>	<b>501</b>	<b>507</b>	<b>361</b>
<b>Total Average Qualified Circulation - Print</b>	<b>358</b>	<b>491</b>	<b>498</b>	<b>548</b>	<b>524</b>	<b>501</b>	<b>507</b>	<b>361</b>
<b>Total Average Circulation - Print</b>	<b>18,361</b>	<b>15,874</b>	<b>15,358</b>	<b>15,485</b>	<b>15,517</b>	<b>15,966</b>	<b>16,516</b>	<b>16,409</b>

**1B. THE KITSAP SUN - DIGITAL NONREPLICA**

Paid Circulation								
Restricted Access Website	1,515	2,003	1,999	2,002	2,012	2,000	2,002	2,001
<b>Total Average Paid Circulation - Digital Nonreplica</b>	<b>1,515</b>	<b>2,003</b>	<b>1,999</b>	<b>2,002</b>	<b>2,012</b>	<b>2,000</b>	<b>2,002</b>	<b>2,001</b>
<b>Total Average Circulation - Digital Nonreplica</b>	<b>1,515</b>	<b>2,003</b>	<b>1,999</b>	<b>2,002</b>	<b>2,012</b>	<b>2,000</b>	<b>2,002</b>	<b>2,001</b>
<b>TOTAL AVERAGE CIRCULATION - PRINT &amp; DIGITAL REPLICA AND NONREPLICA</b>	<b>19,876</b>	<b>17,877</b>	<b>17,357</b>	<b>17,487</b>	<b>17,529</b>	<b>17,966</b>	<b>18,518</b>	<b>18,410</b>

**1C. BAINBRIDGE ISLANDER - PRINT**

Qualified Circulation								
Home Delivery								
Targeted		1,627					9,827	
<b>Total Average Home Delivery</b>		<b>1,627</b>					<b>9,827</b>	
<b>Total Average Qualified Circulation - Print</b>		<b>1,627</b>					<b>9,827</b>	
<b>Total Average Circulation - Print</b>		<b>1,627</b>					<b>9,827</b>	

**1D. GIG HARBOR LIFE - PRINT**

Qualified Circulation								
Home Delivery								
Targeted		1,934					11,681	
<b>Total Average Home Delivery</b>		<b>1,934</b>					<b>11,681</b>	
Single Copy								
Retail/Business		414					2,500	
<b>Total Average Single Copy</b>		<b>414</b>					<b>2,500</b>	
<b>Total Average Qualified Circulation - Print</b>		<b>2,348</b>					<b>14,181</b>	
<b>Total Average Circulation - Print</b>		<b>2,348</b>					<b>14,181</b>	

	Sun	Avg Mon-Sat	Mon	Tue	Wed	Thu	Fri	Sat
<b>1E. MASON COUNTY LIFE - PRINT</b>								
Qualified Circulation								
Home Delivery								
Targeted		2,219					13,401	
<b>Total Average Home Delivery</b>		<b>2,219</b>					<b>13,401</b>	
Single Copy								
Retail/Business		331					2,000	
<b>Total Average Single Copy</b>		<b>331</b>					<b>2,000</b>	
<b>Total Average Qualified Circulation - Print</b>		<b>2,550</b>					<b>15,401</b>	
<b>Total Average Circulation - Print</b>		<b>2,550</b>					<b>15,401</b>	

<b>1F. NORTHWEST NAVY LIFE - PRINT</b>								
Qualified Circulation								
Home Delivery								
Targeted		980					5,915	
<b>Total Average Home Delivery</b>		<b>980</b>					<b>5,915</b>	
Single Copy								
Retail/Business		1,089					6,575	
<b>Total Average Single Copy</b>		<b>1,089</b>					<b>6,575</b>	
<b>Total Average Qualified Circulation - Print</b>		<b>2,069</b>					<b>12,490</b>	
<b>Total Average Circulation - Print</b>		<b>2,069</b>					<b>12,490</b>	

**2. TOTAL AVERAGE CIRCULATION By Market (Optional)**

**2A. TOTAL AVERAGE CIRCULATION BY QUARTERS:**

Calendar Quarter Ended	Sun	Avg Mon-Sat	Mon	Tue	Wed	Thu	Fri	Sat
June 30, 2014	20,019	26,778	17,640	17,821	17,840	17,996	70,703	18,665
September 30, 2014	19,734	26,166	17,075	17,175	17,218	17,935	70,130	18,154

**3. DISTRIBUTION BY COUNTIES AND ZIP CODES RECEIVING 25 OR MORE COPIES: (See Audit Report)**

**4. BASIC PRICES as of September 30, 2014 (subscription sales based on 52 weeks / 1 year)**

Frequency	Home Delivery		Mail
	Print	Digital Nonreplica	Print
Mon-Sat & Sun	\$338.40	\$119.88	\$336.00
Mon-Fri	\$234.60		
Thu, Fri, Sat & Sun	\$271.20		
Fri, Sat & Sun	\$179.88		
Sun	\$131.88		

**5. EXPLANATORY - OTHER:**

TOTAL CONSUMER ACCOUNTS

In accordance with Rule C2.14, Total Consumer Accounts, it is required that the member newspaper analyze its subscriber file in order to calculate and report total unique consumer accounts. This calculation is intended to fairly represent the number of unique/unduplicated subscribers.

LATEST AUDIT REPORT RELEASED

March 31, 2013

PUBLISHER'S STATEMENT PERIOD ENDING DATE

September 30, 2014

CREDIT AND ARREARS ALLOWANCE

Included in Individually Paid Home Delivery and Mail is an average of the following:

	Total
Sun	258
Daily	258

These copies were served to subscribers that ordered delivery directly with and were billed by the newspaper and for which payment was not received and/or short-term arrears copies served to subscribers whose term has expired.

PUBLISHER'S RETURN POLICY

Fully Returnable.

AVERAGE UNPAID DISTRIBUTION

Includes Arrears, Advertisers & Agencies and Complimentary, Sample, Service:

	Total
Sun	194
Mon	344
Tue	344
Wed	347
Thu	348
Fri	366
Sat	311

Tisha Sullivan, Advertising Director  
Telephone (360) 792-5241 - Fax (360) 377-9237  
545 5th Street, P.O. Box 259  
Bremerton, WA 98337  
e-mail: tisha.sullivan@kitsapsun.com

We certify that to the best of our knowledge all data set forth in this Publisher's Statement are true and report circulation in accordance with Alliance for Audited Media's Bylaws and Rules.

Parent Company: E.W. Scripps Co.

THE KITSAP SUN, published by BRV Inc., dba Kitsap Sun 312 Walnut St. Cincinnati, OH 45202-4024

HUGH HIRATA

BRENT MORRIS

Circulation Sales Director

Publisher

Date Signed: October 13, 2014



February 3, 2015

Molly Towslee, City Clerk  
3510 Grandview Street  
Gig Harbor, WA 98335  
RE: Bid – Official Newspaper 2015-2016

Thank you for the opportunity to submit our bid for the City of Gig Harbor printing of advertising for the 2015-2016 bid. Legal advertising has always been an important means for the public to obtain information concerning government issues, as well as information that may affect their lives financially, legally or from a quality of life standpoint.

The Peninsula Gateway is a state and national award-winning newspaper of general circulation located in the City of Gig Harbor and servicing 5,608 residences. We publish one time each week on Wednesdays, 52-weeks per year. The Gateway has a weekly readership of more than 15,142 in print and 34,640 unique monthly visitors on gateline.com.

***Bid Requirement #1***

We urge the Council to consider the fundamental importance of a newspaper's circulation and readership in awarding the contract for "Official Newspaper". We refer to RCW 36.72.075, which provides, in relevant part that:

**"The country legislative authority shall let the contract to the best and lowest responsible bidder, giving consideration to the question of circulation in awarding the contract, with a view to giving publication of notices the widest publicity."**

Thus, although cost is certainly a factor to be considered, it is only one factor – and the Council is required to consider breadth of circulation, with a view to giving published notices, "the widest publicity."

We believe The Peninsula Gateway offers the Council the best option – a middle-of-the-road option – to satisfy both requirements. The Gateway bid fulfills the circulation component of the RCW without dramatically increasing the annual cost to the county.

For the 2015-2016 bid, we are proposing a rate of \$1.22 per line for one column and \$2.44 per line for two columns. The two column sample provided is the same rate as stated above. The ad cost remains unchanged from last year.

***Bid Requirement #2***

Affidavits upon request would be charged additionally at the rate of \$9.55 per affidavit.  
Type size: 7 point      Column width: 9.45 picas

Note: Legal advertising of 5 typed pages or more require on additional day notice.

Fax legal advertisements to 253-597-8473 or email: [legals@thenewstribune.com](mailto:legals@thenewstribune.com) Attn: Legal Clerk.



We are confident The Peninsula Gateway will provide you with the most efficient and cost effective legal services available.

Upon acceptance of this bid, please contact Janet Quinn or Laura Bastin for processing and billing administration at 253-597-8605.

***Bid Requirement #3 (see attached)***

Quote for example – 1 column @ \$1.22 per line = \$35.38

Quote for example provided – 2 column @ \$2.44 per line = \$ 36.60

Respectfully,

A handwritten signature in blue ink, appearing to read "Janet M. Quinn", is written over a circular stamp or mark.

Janet M. Quinn

The News Tribune, The Olympian, The Peninsula Gateway, The Herald

253-597-8770

Janet.quinn@thenewstribune.com

# THE NEWS TRIBUNE

[ [thenewstribune.com](http://thenewstribune.com) ]

The Olympian  
www.theolympian.com

Gateway  
gateway.com

The Herald  
pugetherald.com

NORTHWEST  
GUARDIAN

**Customer**  
CITY OF GIG HARBOR

**Payor Customer**  
CITY OF GIG HARBOR

**Customer Account**  
255175

**Payor Account**  
255175

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

**Payor Address**  
3510 GRANDVIEW ST, ,  
GIG HARBOR WA 98335-1214 USA

**Customer Phone**  
253-851-8136

**Payor Phone**  
253-851-8136

**Sales Rep.**  
lbastin@thenewstribune.com

**Order Taker**  
lbastin@thenewstribune.com

NOTICE OF VESSEL AUCTION  
1969 Fairliner 27-foot Power Vessel. Registration  
Number WN0981P  
Hull Identification Number WAZ4653B1962  
Pursuant to RCW 79.100.050, the Gig Harbor  
Police Department will be auctioning the above  
listed vessel by sealed bid. The vessel may be  
viewed at the Gig Harbor City Dock, Jensen Park,  
3211 Harborview Drive, Gig Harbor. Sealed bids  
must be submitted to the Gig Harbor City Clerk,  
3510 Grandview Street, Gig Harbor WA 98335 and  
shall be received no later than 12:00 p.m. PST on  
Tuesday, March 13, 2012. Sealed bids must  
include the amount of the bid, and the name,  
address, and phone number of the bidder.  
The auction will be held on Tuesday, March 13,  
2012 at 12:00 p.m. in the lobby of the Gig Harbor  
Civic Center. The successful bidder must provide  
payment of the final accepted bid offer within two  
business days of the awarded bid. Payment must  
be made in cash or certified funds such as a  
cashier's check or money order. The successful  
bidder must legally remove the vessel from the City  
Dock within five business days of the awarded bid  
and may not anchor the vessel in the confines of  
Gig Harbor. The successful bidder must apply for a  
vessel title within fifteen days of the awarded bid.  
For questions, please contact the Gig Harbor  
Police Department at (253) 851-2236 during  
business hours.

**PO Number**                      **Payment Method**                      **Blind Box**

**Tear Sheets**                      **Proofs**                      **Affidavits**  
0    0    0

\$1.22/line

**Net Amount**                      **Tax Amount**                      **Total Amount**  
\$35.38                                      \$0.00                                      \$35.38

**Payment Amt**                      **Amount Due**  
\$0.00                                      \$35.38

**Ad Number**                      **Ad Size**                      **Color**  
0001535380-01                      1.0 X 29 Li                      <NONE>

**Product Information**                      **# Inserts**                      **Cost**  
**Placement/Classification**  
**Position**  
**Run Dates**  
**Run Schedule Invoice Text**

# THE NEWS TRIBUNE

[ [thenewstribune.com](http://thenewstribune.com) ]



**Customer**  
CITY OF GIG HARBOR

**Payor Customer**  
CITY OF GIG HARBOR

**Customer Account**  
255175

**Payor Account**  
255175

**Customer Address**  
3510 GRANDVIEW ST.,  
GIG HARBOR WA 98335-1214  
USA

**Payor Address**  
3510 GRANDVIEW ST.,  
GIG HARBOR WA 98335-1214 USA

**Customer Phone**  
253-851-8136

**Payor Phone**  
253-851-8136

**Sales Rep.**  
lbastin@thenewstribune.com

**Order Taker**  
lbastin@thenewstribune.com

NOTICE OF VESSEL AUCTION  
1969 Fairliner 27-foot Power Vessel, Registration Number WNCC88JP  
Hull Identification Number WAZ4653B1962

Pursuant to RCW 79.109.050, the Gig Harbor Police Department will be auctioning the above listed vessel by sealed bid. The vessel may be viewed at the Gig Harbor City Dock, Jensich Park, 3214 Harborview Drive, Gig Harbor. Sealed bids must be submitted to the Gig Harbor City Clerk, 3510 Grandview Street, Gig Harbor WA 98335 and shall be received no later than 12:00 p.m. PST on Tuesday, March 13, 2012. Sealed bids must include the amount of the bid, and the name, address, and phone number of the bidder. The auction will be held on Tuesday, March 13, 2012 at 12:00 p.m. in the lobby of the Gig Harbor Civic Center. The successful bidder must provide payment of the final accepted bid offer within two business days of the awarded bid. Payment must be made in cash or certified funds such as a cashier's check or money order. The successful bidder must legally remove the vessel from the City Dock within five business days of the awarded bid and may not anchor the vessel in the confines of Gig Harbor. The successful bidder must apply for a vessel title within fifteen days of the awarded bid. For questions, please contact the Gig Harbor Police Department at (253) 851-2236 during business hours.

**PO Number**                      **Payment Method**                      **Blind Box**

**Tear Sheets**                      **Proofs**                      **Affidavits**  
0                      0                      0

*\$2.44/line*

**Net Amount**                      **Tax Amount**                      **Total Amount**  
\$36.60                      \$0.00                      \$36.60

**Payment Amt**                      **Amount Due**  
\$0.00                      \$36.60

**Ad Number**                      **Ad Size**                      **Color**  
0001535385-01                      2.0 X 15 Li                      <NONE>

**Product Information**                      **# Inserts**                      **Cost**  
**Placement/Classification**  
**Position**  
**Run Dates**  
**Run Schedule Invoice Text**

## CITY OF GIG HARBOR CALL FOR BIDS

Bids are being requested by the City of Gig Harbor for the following services:

"Official newspaper" as designated under Chapter 65.16 RCW and which has a general circulation within the City of Gig Harbor.

The bids should contain the following: 1) Statement indicating the publication's qualifications as a legal newspaper as provided under RCW 65.16 and general circulation within the boundaries of the City of Gig Harbor city limits, 2) the cost for legal affidavit of publication; and 3) a quote to run the following example notice in the legal section on a weekday: *See attach.*

### NOTICE OF VESSEL AUCTION

**1969 Fairliner 27-foot Power Vessel. Registration Number  
WN0088JP Hull Identification Number WAZ4653B1962**

Pursuant to RCW 79.100.050, the Gig Harbor Police Department will be auctioning the above listed vessel by sealed bid. The vessel may be viewed at the Gig Harbor City Dock, Jerisich Park, 3211 Harborview Drive, Gig Harbor. Sealed bids must be submitted to the Gig Harbor City Clerk, 3510 Grandview Street, Gig Harbor WA 98335 and shall be received no later than 12:00 p.m. PST on Tuesday, March 13, 2012. Sealed bids must include the amount of the bid, and the name, address, and phone number of the bidder.

The auction will be held on Tuesday, March 13, 2012 at 12:00 p.m. in the lobby of the Gig Harbor Civic Center. The successful bidder must provide payment of the final accepted bid offer within two business days of the awarded bid. Payment must be made in cash or certified funds such as a cashier's check or money order. The successful bidder must legally remove the vessel from the City Dock within five business days of the awarded bid and may not anchor the vessel in the confines of Gig Harbor. The successful bidder must apply for a vessel title within fifteen days of the awarded bid. For questions, please contact the Gig Harbor Police Department at (253) 851-2236 during business hours.

Sealed bids must be received at City Hall by 4:30 p.m., Tuesday, February 3, 2015, 3510 Grandview Street, Gig Harbor, WA 98335. Bids must be marked on the outside: "Bid - Official Newspaper." The City Council reserves the right to reject all bids received.

Molly Towslee, City Clerk





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

**Subject:** Sewer Lift Station #4B Location and General Design.

**Proposed Council Action:** The City Council directs the Public Works Department to take the necessary steps to design and permit Lift Station #4B based on the objectives presented.

**Dept. Origin:** Public Works

**Prepared by:** Jeff Langhelm, PE  
Public Works Director

**For Agenda of:** February 9, 2015

**Exhibits:** None

Initial &  
Date

**Concurred by Mayor:**

**Approved by City Administrator:**

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

**Approved by Finance Director:**

**Approved by Department Head:**

*JL 2-4-15*  
*RW 2-4-15*  
*VIA EMAIL 2/2/15*  
*DR 2/3*  
*DX 2/3/15*

<b>Expenditure Required</b>	\$ 0	<b>Amount Budgeted</b>	\$ 0	<b>Appropriation Required</b>	\$ 0
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**INFORMATION/BACKGROUND**

The City currently operates and maintains sewer lift station #4A (also known as a pump station), which is located in the Jerisich Dock area of the City's Skansie Park. This premier waterfront park is the City's de-facto "town square."

The City's 2009 Wastewater Comprehensive Plan identifies lift station #4A as needing replacement in 2011 due to its poor condition at an estimated cost of \$2,375,000 in 2008 dollars. Unfortunately, an electrical fire occurred in the control vault of the lift station in December 2010 causing significant damage, a discharge of raw sewage into Gig Harbor, and exacerbating the poor condition of the lift station.

Additionally, the current restrooms at Jerisich Dock are flooded by sea water during extreme high tides, which causes floor drains to become inundated with sea water. This inundation results in the discharge of a significant and damaging volume of salt water through the wastewater collection system and to the wastewater treatment plant.

Starting in 2011 the City considered various locations in and around Skansie Park to place the new replacement lift station #4B (LS#4B). At a June 2014 work study session the City Council elected to perform a value engineering study as an independent consideration of design elements and location for LS#4B. The value engineering study concluded with recommending minor design improvements and locating LS#4B adjacent to the existing restroom facility at Jerisich Dock. Due to safety concerns and higher than customary maintenance expenses of underground control rooms, the value engineering study also recommended that the control room be placed above grade. And because of the negative impacts to the wastewater system during inundation of the restrooms at extreme high tides, the restrooms should be reconstructed above the extreme high

water elevations, both now and in the future due to climate change and sea level rise.

Subsequently, the City desires to mitigate the impacts of the proposed large, above-ground enclosed facility in the Park. The primary mitigation would occur through enhancing the existing park area and through the creation of a "welcome center." This welcome center would include new restrooms with shower facilities and a self-guided directory of local services to supplement the nearby Visitor's Center.

To assist the City with the concept of this mitigation, the City hosted an architectural design charrette in October 2014. At the design charrette the City received pro-bono assistance from local architects for the design of the welcome center with local character. The architects enhanced the project mitigation through the addition of a viewing platform located above the welcome center. All of these concepts were presented to the general public for their consideration and input at an open house in January 2015.

### **OBJECTIVES**

1. The future sewer lift station #4B shall be adequately sized, permitted, and located within the Jerisich Dock area of Skansie Park.
2. The existing restrooms at Jerisich Dock shall be reconstructed above an elevation that accounts for climate change and sea level rise.
3. The enclosed control room for LS#4B shall be combined with the new restrooms to create a "welcome center" that enhances the north end of Skansie Park for visitors and residents alike.
4. The design of the welcome center shall incorporate a view platform that includes general design concepts presented through the architectural design charrette.

### **FISCAL CONSIDERATION**

This motion does not authorize the expenditure of funds. However, the City's 2015-16 biennial budget includes funding for the design, permitting, and construction of Lift Station #4B. Expenditures for the design, permitting, and construction of LS#4B will be considered in the future.

### **BOARD OR COMMITTEE RECOMMENDATION**

The Public Works Committee reviewed the value engineering study and results from the architectural design charrette at their January 2015 meeting, prior to the public open house.

### **RECOMMENDATION/MOTION**

The City Council directs the Public Works Department to take the necessary steps to design and permit Lift Station #4B based on the objectives as presented.