

Gig Harbor City Council Meeting

**May 23, 2005
7:00 p.m.**



"THE MARITIME CITY"

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
May 23, 2005 - 7:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

SPECIAL PRESENTATION: Certificate of Appreciation for Service on the Design Review Board: Linda Gair and Chuck Hunter.

CONSENT AGENDA:

These consent agenda items are considered routine and may be adopted with one motion as per Gig Harbor Ordinance No. 799.

1. Approval of the Minutes of City Council Meeting of May 9, 2005.
2. Civic Center ADA Access – Contract Authorization.
3. Pump Station 2A Project – Consultant Contract(s) Authorization.
4. Resolution No. 649 Adopting the 2005 Personnel Regulations Manual.
5. Resolution No. 650 Declaration of Surplus Property.
6. Eddon Boatyard Appraisal Review for IAC Grant Funding – Consultant Contract Authorization.
7. Eddon Boatyard Permitting Assistant – Consultant Contract Authorization.
8. Liquor License Renewals: Target Store, Puerto Vallarta, and Round Table Pizza.
9. Approval of Payment of Bills for May 23, 2005:
Checks #47108 through #47258 in the amount of \$318,270.40.

OLD BUSINESS:

1. Second Reading of Ordinance – Acceptance of Grants and 2005 Budget Amendment.
2. Second Reading of Ordinance – Establishing Friends of the Parks Commission.

NEW BUSINESS:

1. Economic Development Board Funding Campaign.
2. First Reading of Ordinance – Updating References in Relation to Elections.
3. First Reading of Ordinance – Establishing Building Size Restrictions in Waterfront Zones.
4. Notice of Intention to Commence Annexation Proceedings – Ness, aka Rainbow Burnham LLC Request (ANX 04-03).

STAFF REPORT:

Staff Report – Rushmore Water Main Replacement Project – Public Meeting.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

Mayor's Report - Community Participation.

ANNOUNCEMENT OF OTHER MEETINGS:

ADJOURN:

CERTIFICATE
OF
APPRECIATION

This Award is Presented to

Linda Gair

In Appreciation of Service

For serving on the Gig Harbor Design Review Board

From September, 2000 until May, 2005

Given at City Council Meeting *this* 23rd *day of* May

in the year 2005

SIGNATURE



SIGNATURE

CERTIFICATE OF APPRECIATION

This Award is Presented to

Charles Hunter

In Appreciation of Service

For servng on the Gig Harbor Design Review Board

From November, 1996 until May, 2005

Given at City Council Meeting this 23rd day of May

in the year 2005

SIGNATURE



SIGNATURE

GIG HARBOR CITY COUNCIL MEETING OF APRIL 25, 2005

PRESENT: Councilmembers Ekberg, Young, Franich, Conan, Dick, Picinich, and Mayor Wilbert. Councilmember Ruffo was absent.

CALL TO ORDER: 7:035 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC HEARINGS: Prentice Avenue Street Vacation – Boyd.

The Mayor opened the public hearing at 7:04 p.m. No one signed up to speak at the public hearing, and the hearing closed.

CONSENT AGENDA:

These consent agenda items are considered routine and may be adopted with one motion as per Gig Harbor Ordinance No. 799.

1. Approval of the Minutes of City Council Meeting of April 25, 2005.
2. Correspondence / Proclamations: a) Kid's Day America/International; b) Building Safety Week.
3. Pump Station 2A – Bid Award.
4. Xerox 3040 Maintenance Agreement.
5. 2005 Job Descriptions.
6. Appointments to the Planning Commission.
7. Rushmore Water Main Replacement Project – Authorization for Construction Bid Award, Compaction Testing Services, and Survey Services.
8. Burnham Drive Sewer Replacement Project for Topographic Survey Services – Authorization for Contract Amendment.
9. Water Availability Review – On-Call Development Review Consultant Contract Authorization.
10. 2005 NPDES Permit Water Quality Monitoring Program – Consultant Contract Authorization.
11. Resolution No. 648 – Designating the National Incident Management System (NIMS) for all Emergency Incident Management.
12. Approval of a Facility Use Agreement with the Port Orchard Police Department.
13. Approval of a Jail Use Agreement with the Kitsap County Sheriff's Office.
14. Approval of Payment of Bills for May 9, 2005:
Checks #47018 through #47107 and #47352 through #47357 in the amount of \$188,268.48.
15. Approval of Payroll for the month of April:
Checks #3715 through #3749 and direct deposit entries in the amount of \$249,427.51.
Check #3715 replaced lost payroll check #3814 dated September 3, 2004.

Mayor Wilbert thanked Dr. Dupenthaler for his participation in the "Kids Day American / International."

MOTION: Move to approve the Consent Agenda as presented.
Picinich / Conan – unanimously approved.

MOTION: Move to amend the agenda to move Item No. 6 under New Business, Appointment to the Design Review Board, to No. 1 under New Business.
Picinich / Franich – unanimously approved.

OLD BUSINESS:

1. Second Reading of Ordinance – Reduced Roadway Width Standards. Steve Misiurak, City Engineer, presented information on this ordinance that allows for the reduction in street widths for local residential streets. He explained that these regulations would be applicable to any new local access streets in new developments.

Monty Laughlin – 3617 53rd St. NW. Mr. Laughlin explained his efforts to short plat his property and the problems with street improvements. He said that he has been following the progress of the amendment to private street widths and asked how this would affect his attempts to short plat.

Mr. Misiurak explained that Mr. Laughlin's concerns are addressed in the next ordinance. He added that the ordinance only applies to new development; existing streets would not be affected.

Councilmember Franich stressed the importance of requiring on-street parking on major local roads. Mr. Misiurak explained that currently, on-street parking is required on one side, but if there is sufficient off-street parking, then the requirement can be deleted.

MOTION: Move to adopt Ordinance No. 998.
Young / Picinich – five voted yes. Councilmember Franich voted no.

2. Second Reading of Ordinance – Amending the Public Works Standards for Private Streets. Steve Misiurak presented this ordinance that allows for short, private street standards and recommended approval.

Carol Weisman – 3483 Edwards Drive. Ms. Weisman voiced concern that after reading the article in the Gateway, Edward Street would be affected by this ordinance. She then asked if something could be done to reduce the speeding cars between Stinson and Pioneer.

Councilmember Young explained that this ordinance would only affect new development, and that the Gateway had only used Edwards Street as an example of a through street.

Scott Inveen 8617 96th St. NW. Mr. Inveen asked for clarification on page 3, Section 3, Item D, second sentence of the ordinance calls out for a minimum curb-to-curb width of

20 feet, but the diagram shows a width of 22 feet. Steve Misiurak said that the text is incorrect as it should be 22 feet as shown in the diagram.

MOTION: Move to adopt Ordinance No. 999 with the text amendment as discussed.
Dick / Picinich – unanimously approved.

3. Second Reading of Ordinance – Accepting a Donation for the Purpose of Purchasing Equipment that will be used in Support of Senior Citizen Program. Mark Hoppen, City Administrator, said that without adoption of the ordinance, the city could not accept the donation.

MOTION: Move to adopt Ordinance No. 1000 as presented.
Picinich / Franich – unanimously approved.

NEW BUSINESS:

1. Appointments to the Design Review Board. Mark Hoppen explained that fifteen candidates submitted letters of interest to serve on the Design Review Board. He said that the most of the candidates are present if Council had any questions. Mayor Wilbert offered each candidate the opportunity to address the Council. Several took the opportunity to come forward.

The Mayor commented on the impressive backgrounds of the applicants and the willingness of each to share their experience.

MOTION: Move to appoint the following members to the Design Review Board: Kate Burnham, Darrin Filand, Scott Inveen, and for the Certified Local Government positions, Rosanne Sachson, and Lita Dawn Stanton. In addition, that a request be made to the Planning Commission that they poll their members to determine any interest in serving on the Design Review Board.
Young / Ekberg –

Councilmember voiced support of leaving one position open for a Planning Commission member. If no one comes forward, Council can appoint another member.

Councilmember Picinich voiced his concern that three of the members are not city residents. Councilmember Young pointed out that the Design Review Board is to be a technical body and the members are to fulfill certain qualifications. Councilmember Conan said that his concern is that there would only be two returning members.

AMENDMENT: Move to replace Darrin Filand with Chuck Hunter.
Conan / Dick – Councilmembers Conan and Dick voted yes.
Councilmembers Ekberg, Young, Franich and Picinich voted no.
The amendment to the motion failed.

AMENDMENT: Move to amend the list to replace Scott Inveen with Charles Carlson.
Franich / Picinich –

Councilmembers discussed which category each candidate fulfilled. Councilmember Franich said that the architect is covered, Dr. Kadzik takes position No. 2, the urban design category is covered by Ms. Burnham, and the historic section is covered by Ms. Sachson and Ms. Stanton. The amendment to the motion was restated.

AMENDMENT: Move to amend the list to replace Scott Inveen with Charles Carlson.
Franich / Picinich – five voted in favor. Councilmember Dick voted no.

Councilmember Young thanked the applicants, sharing how difficult it was to make a decision, as there were so many great applications. The applicants were reminded that there may be one more appointment, and were urged to apply for future positions.

AMENDED MOTION: Move to appoint the following members to the Design Review Board: Kate Burnham, Darrin Filand, Charles Carlson, and for the Certified Local Government positions, Rosanne Sachson, and Lita Dawn Stanton. In addition, that a request be made to the Planning Commission that they poll their members to determine any interest in serving on the Design Review Board.
Young / Ekberg – unanimously approved.

Councilmembers then discussed the terms that each member would serve. Councilmember Ekberg recommended allowing the members discuss and determine the terms during their first meeting and send back a recommendation for Council approval. Councilmember Young asked that the terms of the two CLG members be staggered.

2. Utility Extension Agreement – Mary Hill. John Vodopich, Community Development Director, presented this request for sewer extension to the existing building located at 6319 Soundview Drive.

MOTION: Move to approve the Utility Extension Agreement as proposed.
Dick / Conan – unanimously approved.

3. First Reading of Ordinance – Acceptance of Grants and 2005 Budget Amendment. Mike Davis, Chief of Police, presented the background on the acceptance of seven grants totaling \$40,181.00. These grant support two main Police Department objectives; one to create a comprehensive traffic safety program, and the other to expand the ability to investigate and prosecute drug crimes. This will return for a second reading at the next meeting.

4. First Reading of Ordinance – Prentice Avenue Street Vacation Request – Boyd. John Vodopich explained that this request to vacate a portion of Prentice Street is subject to the 1896 non-user statute. Councilmember Young voiced a desire to have all the properties that are subject to this non-user statute be vacated in one action, rather than having them come in one at a time.

Tom Page – 9404 Peacock Ave. Mr. Page asked for clarification on emergency vehicle and city access to inspect the utility lines if this strip of street is vacated.

Mark Hoppen explained that an easement for utilities was not being given up, and that this effort was only to clear up a cloud on the title per state law. He asked Mr. Page to call him for further clarification.

Eugene Barton (no address given) Mr. Barton also voiced his concern for access to emergency vehicles if the street is vacated. He then asked about a boundary line adjustment and how small a lot the city would allow as a result of this. He said he was concerned with density, asking if the city had plans to vacate the portions of Benson and Sutherland Streets that are not constructed and if these would be open to development.

Councilmember Young explained that the property owners already own these portions of property, and this effort to vacate is only to clear the title. The property owners would have the same development rights as they do currently. Councilmember Dick further clarified that the law simply made platted roadway disappear if it had not been opened to public use. This action simply clears the record, and the sewer easements will remain.

5. First Reading of Ordinance – Establishing Friends of the Parks Commission. John Vodopich explained that this ordinance is before Council at the request of the Parks Committee and establishes a "Friends of the Parks Commission" chapter in the municipal code. The intent of the commission is to advise Council on parks and recreation facilities, open space facilities, and other matters as directed.

Councilmember Franich asked for clarification. Councilmember Ekberg explained that this committee would be the vehicle to coordinate volunteers to serve on other subcommittees. He added that the committee has the power to select its own subcommittees at Council direction. Councilmember Young pointed out that the Mayor always has the right to appoint committees.

6. Gig Harbor North Traffic Mitigation Plan – Consultant Contract Authorization. John Vodopich presented this contract with David Evans and Associates to perform a traffic mitigation plan for the Gig Harbor North area. He explained that funds had been allocated to do a city-wide intersection level of service analysis, but due to the amount of development, the funds are better spent on a specific mitigation plan for the Borgen Boulevard corridor.

Councilmember Dick asked why the developers were not asked to submit a traffic concurrency plan to evaluate for level of service rather than the city developing the plan. Mr. Vodopich explained that the developer is still required to submit a plan to meet the concurrency test and to submit an engineered analysis. This report will provide a benchmark to compare the individual analyses with what the city perceives the traffic mitigation to be in that corridor not only now, but in the future.

Councilmember Franich voiced his concern with the cost of the study.

MOTION: Move to approve a consultant services contract with David Evans and Associates, Inc. for the Gig Harbor North Traffic Mitigation Plan in the amount not to exceed Ninety-six Thousand Thirty-eight Dollars (\$96,038.00).
Ekberg / Young – unanimously approved.

STAFF REPORTS:

1. GHPD April Stats. No verbal report given. Mayor Wilbert voiced her appreciation for the detail in the report.
2. Community Development – Design Manual Planning Award. John Vodopich said that the city staff and members of the DRB received notice that the recently revised *Gig Harbor Design Manual* received a Merit Award in the Rural/Small Town Category. The ceremony to accept the award has been postponed until June.
3. Community Development – Waterfront Residential (WR) Building Size Restrictions. John Vodopich presented a proposed ordinance that came about from direction from Council at the last meeting to address amendments to the Waterfront Residential district.

David Freeman – Snodgrass Freeman Associates Architects, 3019 Judson Street. Mr. Freeman said that during consideration of a previous ordinance, he had recommended an amendment to the definition section of the zoning ordinance for underground parking garages. He gave an overview of this proposed amendment that would exempt parking garages from the calculation of square footage in the building size. In addition, a bonus could be given for the use of a parking garage. Mr. Freeman explained that this would allow for more design flexibility and creativity and addresses the Design Guidelines intent to move 50% or more of all parking to the rear or to be concealed. It would also help to reduce impervious coverage and impact to the stormwater infrastructure. He called it a "good planning practice" and a common sense way to solve a common problem. He asked Council to consider making a recommendation to the Planning Commission to incorporate this language.

Councilmembers asked for further clarification of the handouts. Mr. Freeman explained that the intent is that the parking garages be "concealed" and answered several other questions regarding his proposed amendment.

PUBLIC COMMENT:

Richard Allen – 3603 Ross Avenue. Mr. Allen voiced his concern with the recent popularity of underground parking garages and the impact that the excavation may have on adjoining properties. He said that staff had already made a decision to allow an underground parking garage to encroach into the setbacks next to his property. He said that in the process, his wall will fail and 90' of bulkhead will fall into the excavation, adding that he had been told by staff that the failure will be his responsibility. Mr. Allen asked Council to find out if his assumptions are correct.

Jack Bujacich – 3607 Ross Avenue. Mr. Bujacich said he had received the letter relating to underground parking at this property. He asked if they are only asking for underground parking for 35 cars, as the sketches show other buildings and the 35 spaces will only cover the boat marina. He said that the neighbors have 20 days to respond to a piecemeal proposal. He gave an overview of the project and said that the building should include the parking. He said that the proposal by Dave Freeman is to get a bigger building, which is what everyone has been fighting. He said that he didn't understand why the town would process part of a project without waiting for the full design so that the neighbors could see the overall plan. He said that the total parking would be double the 35 proposed, asking how they would get it on the parcel.

John Vodopich stressed that the applicant had not submitted an application for development. What had been submitted was a request for an interpretation. The ability to interpret the zoning code is relegated to the Community Development Director, and he had issued an Administrative Interpretation clarifying that under the terms of the Gig Harbor Municipal Code, required off-street parking is permissible in side yards. He said that after talking with Mr. Allen and Mr. Bujacich, it became clear that somehow this information had been misinterpreted as a decision to approve construction or development of the property. He said that he has subsequently issued a clarification to his interpretation outlining that he did not determine the number of parking spaces to be allowed, nor did he authorize the use of the property. Since that time, Mr. Allen has filed an appeal of the interpretation and the matter will be heard before the Hearing Examiner. Mr. Vodopich said that he would copy Council with all the materials in this matter.

Carol Morris, City Attorney, offered to provide a legal memo on the issue of lateral support.

Councilmember Franich said that he would be watching this project carefully and implored staff to take a conservative approach when reviewing this project.

Lita Dawn Stanton – 111 Raft Island. Ms. Stanton said that she had seen a copy of the request for interpretation which describes the parking garage as "mostly below finished grade" and "as a covered basement level of approximately 10,000 s.f. which would contain 35 parking stalls." Ms. Stanton asked if a finding is given to the application, it gives them the green light unless there is more specific information.

John Vodopich said that in the Waterfront Millville, there is a 3500 s.f. limit for non-residential use. He said that it has been made clear to staff that they are to inform the applicant that if any portion of the structure is non-residential, the 3500 s.f. limit applies.

Dave Willis – 5806 19th St. NW. Mr. Willis explained that the family business downtown Gig Harbor provides more parking in the downtown core than any other business. He said that they don't have a problem with people using the lot, but they would like to have enough. He clarified that the issue is not with the square footage of a building on the property, but maximizing the parking for downtown, which is a premium these days.

COUNCIL COMMENTS / MAYOR'S REPORT: Public / Private Partnerships.

Councilmember Young asked whether the ordinance for Waterfront Residential, discussed under the staff report, would come back as the first or second reading and if the WC and WR should be included. Councilmember Ekberg said that he prefers that this come back as a first reading.

Councilmember Franich said that he is unsure of his stance on the issue, but it is important to get the information back on how to deal with the multi-family residences in those districts. Councilmember Dick said that the limitations are needed and Council needs to determine what those limits should be. He agreed that a conclusion for multi-family residences needs to be addressed as soon as possible. Staff was directed to bring back the ordinance including the additional zones as a first reading.

Councilmember Ekberg said that he had been given a copy of the Destination Northwest section of the Oregonian which has a nice article on Gig Harbor.

Mayor Wilbert briefly talked about the letter from the Boys & Girls Club in support of a community fund-raiser for the Community Center. She then talked about a meeting regarding the town-around bus system and asked Council to keep this in mind when considering budget items for 2006.

ADJOURN:

MOTION: Move to adjourn at 9:03 p.m.
Franich / Ekberg – unanimously approved.

CD recorder utilized:
Disc #1 Tracks 1 – 29
Disc #2 Tracks 1 – 16

Gretchen A. Wilbert, Mayor

Molly Towslee, City Clerk



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: CIVIC CENTER ADA ACCESS
- CONTRACT AUTHORIZATION
DATE: MAY 23, 2005

INFORMATION/BACKGROUND

The Gig Harbor Civic Center does not have push button power door operators on the main front entrance doors. The ADA suggests, but does not require that such devices be installed. With the increased usage of the facility, an ADA push button power door operator was installed at the rear entrance door last year.

Staff reviewed the small works roster and identified four contractors who performed this type of work. All four were contacted and only one, Cascade Door Services, Inc. chose to submit a bid.

FISCAL CONSIDERATIONS

There are sufficient funds for this work in the 2005 General Fund Building Department.

RECOMMENDATION

I recommended that Council authorize the award and execution of a contract with Cascade Door Services, Inc. for the installation of an ADA access door at the Gig Harbor Civic Center in an amount not to exceed Eleven Thousand Six Hundred Eighty-three Dollars and Sixty-two Cents (\$11,683.62).

**AGREEMENT FOR CONSTRUCTION SERVICES
BETWEEN GIG HARBOR AND CASCADE DOOR SERVICES, INC.**

THIS AGREEMENT, is made this _____ day of _____, 200____, by and between the City of Gig Harbor (hereinafter the "City"), and Cascade Door Service, Inc. a Washington corporation, located and doing business at 10214 64th Avenue Court East, Puyallup, Washington 98373, (hereinafter "Contractor").

WHEREAS, the City desires to hire the Contractor to perform the work and agrees to perform such work under the terms set forth in this Agreement; and

WHEREAS, in the process of selection of the Contractor and award of this contract, the City has utilized the procedures in RCW 39.04.155(3);

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

I. Description of Work. The Contractor shall perform all work as described below, which is attached hereto and incorporated herein by this reference, in a workman-like manner according to standard construction practices. The work shall generally include the furnishing of all materials and labor necessary to supply and install (2) two power operator – push side ADA access front doors as shown on Exhibit A. The Contractor shall not perform any additional services without the express permission of the City.

II. Payment.

A. The City shall pay the Contractor the total sum of Eleven Thousand Six Hundred Eighty-three Dollars and Sixty-two cents (\$11,683.62), including Washington State sales tax, for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for these tasks, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed change order.

B. After completion of the work, the City shall pay the full amount of an invoice within thirty (30) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Contractor of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties. The parties intend that an independent contractor - owner relationship will be created by this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of the Contractor shall be, or shall be deemed to be the employee, agent, representative or subcontractor of the City. In the performance of the work, the Contractor is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the employees, agents,

representatives or subcontractors of the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of the Contractor's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs hereunder.

IV. Duration of Work. The City and the Contractor agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement by both parties. The Contractor shall perform all work required by the Agreement on or before June 30, 2005. The indemnification provisions of Section IX shall survive expiration of this Agreement.

V. Prevailing Wages. Wages paid by the Contractor shall be not less than the prevailing rate of wage in the same trade or occupation in Pierce County as determined by the industrial statistician of the State Department of Labor and Industries and effective as of the date of this contract.

Before any payment can be made, the Contractor and each subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" to the City, which has been approved by the State Department of Labor and Industries. Each voucher claim (invoice) submitted by the Contractor for payment of work shall have an "Affidavit of Wages Paid", which states that the prevailing wages have been paid in accordance with the pre-filed "Statement(s) of Intent to Pay Prevailing Wages".

VI. Waiver of Performance Bond and Retainage: Limited Public Works Process. As allowed in RCW 39.04.155(3) for limited public works projects, the City has waived the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW for the work described in Exhibit A.

VII. Termination.

A. Termination Upon City's Option. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon five (5) days written notice to the Contractor.

B. Termination for Cause. If the Contractor refuses or fails to complete the tasks described in Exhibit A, to complete such work by the deadline established in Section IV, or to complete such work in a manner satisfactory to the City, then the City may, by written notice to the Contractor, give notice of its intention to terminate this Agreement. On such notice, the Contractor shall have five (5) days to cure to the satisfaction of the City or its representative. If the Contractor fails to cure to the satisfaction of the City, the City shall send the Contractor a written termination letter which shall be effective upon deposit in the United States mail to the Contractor's address as stated below.

C. Excusable Delays. This Agreement shall not be terminated for the Contractor's inability to perform the work due to adverse weather conditions, holidays or mechanical failures which affect routine scheduling of work. The Contractor shall otherwise perform the work at appropriately spaced intervals on an as-needed basis.

D. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for services satisfactorily performed by the Contractor to the effective date of termination, as described in a final invoice to the City.

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

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

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 Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONTRACTOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

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

X. Insurance.

A. The Contractor 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 Contractor's own work including the work of the Contractor's agents, representatives, employees, sub-consultants or sub-contractors.

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

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

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

- D. The City of Gig Harbor shall be named as an additional insured on the Contractor'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 Contractor's insurance policies.
- E. It is the intent of this contract for the Contractor's insurance to 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 in respect to the City. Additionally, the Contractor'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 Contractor 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 Contractor's coverage.

The Contractor shall procure and maintain for the duration of this Agreement, comprehensive general liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its employees, agents or subcontractors. The cost of such insurance shall be borne by the Contractor. The Contractor shall maintain limits on such insurance in the above specified amounts: The coverage shall contain no special limitations on the scope of protection afforded the City, its officials, officers, employees, agents, volunteers or representatives.

The Contractor agrees to provide the City with certificates of insurance evidencing the required coverage before the Contractor begins work under this Agreement. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. The City reserves the right to require complete, certified copies of all required insurance policies at all times.

XI. Entire Agreement. The written provisions and terms of this Agreement, together with all exhibits attached hereto, all bids specifications and bid documents shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

XII. City's Right of Supervision. Even though the Contractor 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 Contractor 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 Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

XIV. Warranties. The Contractor hereby warrants that it is fully licensed, bonded and insured to do business in the State of Washington as a general contractor. Cascade Door Services, Inc. will warranty the labor and installation of materials for a one (1) year warranty period.

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

XVI. Assignment. Any assignment of this Agreement by the Contractor without the written consent of the City shall be void.

XVII. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

XVIII. 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.

XIX. Resolution of Disputes. 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, and the City shall determine the term or provisions' true intent or meaning. The City shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Contractor under any of the provisions of this Agreement which cannot be resolved by the City's determination in a reasonable time, or if the Contractor does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be with the 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 shall be reimbursed by the

other party for its costs, expenses, and reasonable attorney's fees incurred in any litigation arising out of the enforcement of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

CASCADE DOOR SERVICE, INC.

By: Carri Lowery
Its Secy./Asst.

THE CITY OF GIG HARBOR

By: _____
Its Mayor

Notices should be sent to:

Cascade Door Services, Inc.
Attn: Barry & Carri Lowery,
10214 64th Avenue Court East
Puyallup, Washington 98373
(253) 445-3667

City of Gig Harbor
Attn: John P. Vodopich, AICP
Community Development Director
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-6170

Approved as to form:

By: _____
City Attorney

Attest:

By: _____
Molly M. Towslee, City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

DATED: _____

Notary Public in and for the
State of Washington,
Residing at _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF P I E R C E)

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

DATED: _____

Notary Public in and for the
State of Washington,
Residing at: _____
My appointment expires: _____



Cascade Door Service, Inc.
 10214 64th Ave Ct E
 Puyallup, WA 98373
 Phone: (253) 445-DOOR(3667)
 Fax: (253) 445-9772
 Lic# CASCADS972PP

Estimate

Date	Estimate No.
11/9/2004	31126

Contact: Main Number

clowery4@yahoo.com

Customer Name/Address

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

Phone # 253-851-8170 Fax # 253-858-6408

RECEIVED
 CITY OF GIG HARBOR

NOV 10 2004

COMMUNITY
 DEVELOPMENT

Project: 041109 - ADA Access Front Doors

Description	Qty	Rate	Extended
LCN POWER OPERATOR - PUSH SIDE - ALUM POWDER COAT FINISH	2	3,318.00	6,636.00T
RF 6" DIA, BOLLARD MOUNT ACTUATOR	1	424.00	424.00T
RF ACTUATOR/TRANSMITTER - PUSH PLATE - SURFACE MOUNT	2	395.00	790.00T
LCN Bollard Post - 6" SQ X 36" TALL - ALUM FINISH	1	437.00	437.00T
RF Receiver two channel capability	2	345.00	690.00T
Concrete - 50lb Bag	1	10.00	10.00T
Electrical Service (for low voltage hook-up from within 15 ft.) - Not to exceed -	1	1,031.25	1,031.25T
Installation of power operators and hardware	8	95.00	760.00T

Does not include computer interface of existing keypad access devices

Per ADA Code for power operators installed in a vestibule, there must be an actuator inside the vestibule as well as on the outside and inside of the building.

Site will be clean when completed (minor painting may be required)

Revised Quote

Estimate Total \$10,778.25

Sales Tax (8.4%) \$905.37

Total Including Sales Tax: \$11,683.62

Thank You

Signature

Cascade Door Service, Inc.

Estimate is valid for 60 days from date of issue.



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E. *Stm*
CITY ENGINEER
SUBJECT: SEWAGE PUMP STATION 2A REPLACEMENT PROJECT (CSSP-0201) - AUTHORIZATION FOR CONSULTANT SERVICES CONTRACTS
DATE: MAY 23, 2005

INTRODUCTION/BACKGROUND

A 2005 budgeted objective from the city's Sewer Operating fund provides for the replacement of the problematic and outdated Pump Station 2 with the construction of the new Sewage Pump Station 2A, and associated site improvements and appurtenances. On May 9, 2005, City Council authorized the bid award of the construction of Pump Station 2A to Pivetta Brothers Construction, Inc. in the amount of \$896,923.28.

Due to the nature and complexity of the project, consultant services are required to provide city assistance and support related to geotechnical, structural, mechanical, electrical, and survey portions of the project.

CONSULTANT	SERVICES	CONTRACT AMOUNT
ESC Engineering, Inc.	Electrical Consulting and PLC Programming Services	\$45,452.00
General Testing Laboratories	Compaction and Materials Testing Services	\$8,385.00
David Evans and Associates, Inc.	Survey Services	\$7,500.00
Cosmopolitan Engineering Group	Site work Design and Oversight Services	\$5,001.50
TOTAL		\$66,338.50

ELECTRICAL CONSULTING AND PLC PROGRAMMING is necessary to ensure that the contractor is meeting the minimum contract requirements. After reviewing the Consultant Services Roster, the city contacted the electrical engineering firm of ECS

Engineering, Inc. due to their extensive knowledge of the systems and that they were also a sub-consultant to URS Corporation during the electrical design phase of the project. Their scope includes submittal review, PLC programming, plant start up and touch screen operator interface. ECS Engineering, Inc. will be utilized on an as needed basis not to exceed \$45,452.00.

COMPACTION AND MATERIALS TESTING of sub-base conditions and laboratory analysis of concrete strength and the placement of steel reinforcement in the concrete retaining wall is needed to ensure that the contractor is meeting minimum contract requirements. The Consultant Services Roster was reviewed and the testing laboratory firm of General Testing Laboratories, Inc. was selected based on their extensive understanding of geotechnical engineering and materials testing, their willingness to accommodate a tight schedule and their excellent work on past projects with the city. The scope includes soils compaction testing of sub-grade conditions and concrete and reinforcing steel placement and testing in an amount not to exceed \$8,385.00.

CONSTRUCTION STAKING and related survey work is necessary to provide vertical and horizontal grades and other related information for the contractor to properly construct the sewage pump station and associated appurtenances. After reviewing the Consultant Services Roster, the city contacted the survey firm of David Evans and Associates, Inc. based on their understanding of the project, extensive municipal survey experience, and the exceptional experience the city has had with their firm on past projects. This scope includes the layout of construction staking with offsets, and establishing a horizontal and vertical control network in an amount not to exceed \$7,500.00.

PROJECT OVERSIGHT SERVICES is requested of Cosmopolitan Engineering Group, a sub-consultant of URS Corporation used during the design phase of the project. Cosmopolitan Engineering Group will be utilized on an as needed basis for issues of constructability of the park portion of the project for an amount not to exceed \$5,001.50. Cosmopolitan Engineering Group is on the city's Small Works Roster and has an excellent track record on past projects with the city.

ISSUES/FISCAL IMPACT

These services were anticipated in the adopted 2005 Budget and are within the 2005 Sewer Operating Fund, Objective No. 2 in the amount of \$850,000 and Objective No. 10 in the amount of \$150,000. The combined total of the identified contracts is \$80,887.50. While the amount requested exceeds the allocated project budget of \$1,000,000.00 by \$18,196.70, sufficient funds are available within the Sewer Capital Construction fund to cover the costs of these necessary services. In order to fund these services, Objective No. 7 will not be undertaken this year.

RECOMMENDATION

I recommend that the Council authorize the execution of the aforementioned consultant services contracts for the amount specified above.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
ECS ENGINEERING, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and ECS Engineering, Inc., a corporation organized under the laws of the State of Washington, located and doing business 18311 Bothell Everett Hwy., Suite 260, Bothell, Washington 98012 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the construction of Pump Station 2A, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated May 10, 2005, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Forty-five Thousand Four Hundred Fifty-two Dollars (\$45,452.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – 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 XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2006; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in **Exhibit A**. If delivered to consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

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

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not, by reason of race, religion, color, sex, national origin, or the

presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to

the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

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

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.

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the

maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

CONSULTANT
Brian Carter, P.E.
ECS Engineering, Inc.
18311 Bothell Everett Hwy., Suite 260
Bothell, Washington 98012
(425) 402-6029

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

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 200_____.

By: [Signature]
CONSULTANT
Its Principal

By: _____
CITY OF GIG HARBOR
Mayor

Notices to be sent to:
CONSULTANT
Brian Carter, P.E.
ECS Engineering, Inc.
18311 Bothell Everett Hwy., Suite 260
Bothell, Washington 98012
(425) 402-6029

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

Exhibit A - Scope of Services

May 10, 2005

City of Gig Harbor
3510 Grandview Street
Gig Harbor WA 98335

Attention: Mr. Bud Whitaker
Subject: Proposal for Professional Services -
P.S. 2A Construction Assistance & Programming

City Project Number: CSSP 0201

Dear Mr. Whitaker,

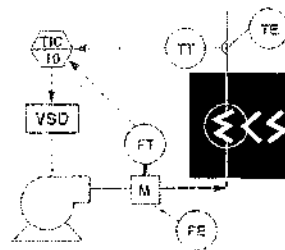
Per our conversation Thursday, April 28, 2005, we are pleased to offer our services for the subject project.

We understand one goal of our subject service is to provide the City with assistance during construction at Pump Station 2A. ECS will be available to provide the following construction services at your request:

1. Attend (1) pre-construction meeting
2. Review Contractor electrical/control submittals
3. Review Contractor RFI
4. Review Change-order requests and make recommendations to Owner based on Contract documents and circumstances
5. Attend demonstration of control system operation at the control integrator's shop
6. Make progress inspections at the job site during construction - (5) days
7. Review O&M manuals during job close-out

We understand the second goal of our subject service is to provide programming and commissioning of the pump station PLC and touch screen operator interface. This will include the following tasks:

1. PLC programming based on contractor's shop drawings and design intent.
2. Screen development of Operator Interface at Pump station to reflect operation of pump station and pertinent data and alarms
3. PLC and touch screen operator interface program testing at the control system integrator's shop
4. Start-up of PLC, operator interface, and pump station
5. Provide Owner with final copy of programs
6. Provide training to City personnel
7. Coordinate Mission Radio telemetry change order with WWTP staff, system integrator, electrical contractor, and equipment supplier. Telemetry shall be supplied as a turn key system. Design shall be by system integrator. No additional consultants drawings will be provided for this change order.



ECS ENGINEERING, INC.

Western Washington
1831 • Bodell Everett Hwy #260 • Bodell, WA 98012
PO Box 12884 • Mill Creek, WA 98062
Phone 425 402 6029 • Fax 425 483 3989

Eastern Washington
103 Indova #10 • PO Box 1211 • Wenatchee, WA 98801
Phone 509 667 1625 • Fax 509 667 2437
www.ecs-engineering.com

This work does not include WWTP SCADA programming, which we understand is not required on this project.

We propose to accomplish this work on an hourly plus expenses basis at the rates shown and total not to exceed those as indicated on the attached Fee Estimate Worksheet. The rates indicated will be adjusted on an annual basis to reflect changes in overhead and inflation.

We very much appreciate the opportunity to provide these services for this project. If you have any questions or need any additional information, please don't hesitate to contact my office.

Sincerely,

ECS ENGINEERING, INC.

David Bloxom, P.E.
Principal

ECS Engineering, Inc.

Fee Estimate Worksheet

PS 2A Construction Services / Programming

City of Gig Harbor

City Project Number : CSSP 0201

5/16/2005

P03226

Exhibit B - Fee Schedule

Scope Item #	Description	PR ENG. Rate	MG ENGR	PROJ. ENGR	CS ENGR	ENG.	DRAFT	W/P	Total Costs
		\$138	\$115	\$101	\$101	\$76	\$63	\$52	
Construction Services									
1	Attend Pre-con meeting				8				\$808
2	Review submittals			16	16				\$3,232
3	Review RFI's			8	8				\$1,616
4	Review change requests			8	8				\$1,616
5	Attend integrator's demonstration				8				\$808
6	Progress inspections			20	20				\$4,040
7	Review O&M / job closeout			4	4				\$808
Programming									
1	PLC programming				80				\$8,080
2	Touch Screen OIT Development				80				\$8,080
3	PLC and OIT program testing at integrator shop				40				\$4,040
4	Start-up of pump station				40				\$4,040
5	Provide final programs to City				4				\$404
6	Provide training to City Staff (6 hours on site)				8				\$808
7	Coordinate Mission Radio telemetry change order with WWTP staff, system integrator, electrical contractor, and equipment supplier. Telemetry shall be supplied as a turn key system. Design shall be by system integrator. No additional consultants drawings will be provided for this change order.				20				\$2,020
Overall Project Management		24						8	\$3,728
Note: Misc. Expenses covers items such as the following:									
1. Mileage is billed at the current IRS rate									
2. Outside expenses, such as deliveries, printing/copying (large jobs), parking, etc. are billed at cost plus 10%									
Hour Totals		24		56	344			8	432

SUBTOTAL \$44,128

MISC. EXPENSES \$1,324

TOTAL \$45,452

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
GENERAL TESTING LABORATORIES, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and General Testing Laboratories, Inc., a corporation organized under the laws of the State of Washington, located and doing business at PO Box 1586, 18970 Third Avenue NE, Poulsbo, Washington 98370 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the construction of Pump Station 2A project and desires that the Consultant perform testing and construction inspection services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated May 4, 2005 including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Eight Thousand Three Hundred Eighty-five Dollars (\$8,385.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this

Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2006; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in **Exhibit A**. If delivered to consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take

over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work and Cost referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

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

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

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.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the

Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

CONSULTANT
Ray Melton, Field Operations Manager
General Testing Laboratories, Inc.
PO Box 1586
Poulsbo, Washington 98370
(360) 779-9196

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

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this 16 day of May, 2005.

CONSULTANT
By: Ray Melton
Its Principal

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:
CONSULTANT
Ray Melton, Field Operations Manager
General Testing Laboratories, Inc.
PO Box 1586
Poulsbo, Washington 98370
(360) 779-9196

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

APPROVED AS TO FORM:

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

GENERAL TESTING LABORATORIES, INC.
18970 Third Avenue NE P.O. Box 1586
Poulsbo, Washington 98370
(360) 779-9196 Toll Free (888) 898-8378 Fax (360) 779-4320

Exhibit A

Scope of Services
May 4, 2005

General Testing Laboratories, Inc., (GTL) respectfully submits this proposal in order to provide materials testing and construction inspection services during the construction of "Sewage Pump Station 2A". Our services will include, but not be limited to, the following:

- Reinforced concrete
- Density testing for retaining wall backfill
- Epoxy bolting inspection

Services for this project will be provided by GTL, from our Poulsbo, Washington office, on an as-needed basis. Our field personnel will provide results following the completion of field sampling and testing and will submit written daily reports prior to leaving the site. All field and laboratory reports will be reviewed by our project supervisor and distributed as directed. This scope of work will not exceed \$8,385.00 based upon the attached inspection and testing schedule. City to receive weekly copies of hours worked on project.

Prepared and approved by: Ray Melton,
Field Operations Manager

Exhibit B
Page One
Estimate and Fee Schedule
Sewage Pump Station 2A - 2005

Soils and Compaction Testing

2 Proctors @ \$150.00 each	300.00
2 Sieves @ \$85.00 each	170.00
5 Days Nuclear Gauge Rental @ \$60.00/day	300.00
5 Site Visits @ 6 hours/visit @ \$45.00/hour (tech time)	<u>1350.00</u>
Total	2120.00

Concrete

5 Site Visits @ 6 hours/visit @ \$45.00/hour (tech time)	1350.00
20 Cylinders @ \$18.00 each	360.00
5 Site Visits to pick-up cylinders @ 3 hour/visit @ \$40.00/hour (tech time)	600.00
5 Site Visits for resteel inspection @ 4 hour/visit @ \$40.00/hour	<u>800.00</u>
Total	3110.00

Epoxy Bolting

5 Site Visits visual epoxy or anchor bolt inspection @ 5 hour/visit @ \$45.00/hour (tech time)	<u>1125.00</u>
Total	1125.00

Miscellaneous

Mileage (based on .405/mile)	1275.00
Contingencies – 10% Consult Services	<u>755.00</u>
Total	2030.00

TOTAL ESTIMATE – ALL SECTIONS **\$8,385.00**

GENERAL TESTING LABORATORIES, INC.
18970 Third Avenue NE P.O. Box 1586
Poulsbo, Washington 98370
(360) 779-9196 Toll Free (888) 898-8378 Fax (360) 779-4320

Exhibit B
Page Two

Basis of Charges if overtime work is necessary or required

Overtime (over 8 hours/day and/or beyond normal working hours)	Time and one-half
Saturday Rate	Time and one-half
Sunday Rate	Double Time
Travel Time (7:30am – 4:30pm)	Regular Tech Rate

We have a two-hour minimum charge for all site visits. You must schedule by 3:00PM the day prior to the requested site visit. Tests or services not mentioned above will be charged at our then current rates.

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and David Evans and Associates, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 3700 Pacific Highway East, Suite 311, Tacoma, Washington 98424 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the construction survey services for the Pump Station 2A project and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Services, dated May 13, 2005, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Seven Thousand Five Hundred Dollars and no cents (\$7,500.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit A**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this

Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2006; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in **Exhibit A**. If delivered to consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take

over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

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

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

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

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

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

VIII. Insurance

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

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

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

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

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

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.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the

Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City 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.

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 non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

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

CONSULTANT
Randy Anderson, P.E.
David Evans & Assoc., Inc.
3700 Pacific Highway East, Ste. 311
Tacoma, WA 98424
(253) 922-9780

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

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2005.

CONSULTANT

CITY OF GIG HARBOR

By: Michael Clark
Its Principal

By: _____
Mayor

Notices to be sent to:
Randy Anderson, P.E.
David Evans & Assoc., Inc.
3700 Pacific Highway East, Ste. 311
Tacoma, WA 98424
(253) 922-9780

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

(print or type name)

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

My Commission expires: _____

CITY OF GIG HARBOR
CONSTRUCTION SURVEY STAKING
FOR
SEWAGE PUMP STATION 2A FINAL FACILITY
CSSP-0201

EXHIBIT A

SCOPE OF SERVICES

David Evans and Associates, Inc. (DEA) is pleased to provide this Scope of Services to the City of Gig Harbor (City) for construction survey staking services. DEA will provide construction survey support to the City for the final phase of the construction for Pump Station 2A and related appurtenances. The sewage pump station is located on the south side of North Harbor View Drive NW.

All construction survey staking work will be based on plans entitled City of Gig Harbor Sewage Pump Station 2A, CSSP-0201. The plans are dated April 2005 and were prepared by URS Corporation, 1501 4th Avenue, Suite 1400, Seattle, WA and approved by the City on April 12, 2005.

The project tasks for this Scope of Services are as follows:

TASK 1 – PROJECT MANAGEMENT

DEA will provide project management and support for the project throughout the duration of the project. DEA will:

- Provide professional surveying management for the project;
- Update the City on the status of the construction survey work and how the contractor is using that information;
- Prepare and submit monthly invoices to the City; and
- Provide internal QA/QC review for the performed construction survey work.

TASK 2 – ESTABLISH HORIZONTAL AND VERTICAL CONTROL POINTS

DEA will provide horizontal and vertical control for the project and establish temporary horizontal and vertical control points for the contractor's use. All work will be done at the direction of City staff.

TASK 3 – RESET MONUMENTS

DEA will provide survey control to reset existing monuments if they are damaged by the contractor's operations. This work will be done at the direction of City staff. This work will be completed in accordance with Washington State Department of Natural Resources regulations and applicable state codes for removing and replacing survey monuments pursuant to WAC 332-120.

TASK 4 – CONSTRUCTION STAKING

DEA will provide construction staking for the project at the direction of the City. DEA will provide cut sheets to the City and the contractor for excavation work that may be done for the project. DEA will base its work off of "Request for Staking" forms completed by the contractor and submitted to the City. All construction staking will be done at the direction of the City's project inspector.

ASSUMPTIONS

The following assumptions are made for this project:

- The City will provide DEA with an AutoCAD file of the improvement drawings. The City understands that DEA will extract coordinate positions from these drawings to stake the improvements;
- The City will provide traffic control performed under the direction of licensed flaggers to allow DEA to perform the survey work required for this project;
- DEA will not perform any confined entry work for this project;
- All construction staking will be done at the direction of City staff;
- No property survey work or staking of right-of-way lines that will require the filing of a Record of Survey will be done as part of this project;
- All requests for construction survey work will be presented to DEA through the City not less than three (3) business days before completed staking of the requested item is required. The City will provide DEA with any plan change information three (3) business days prior to the request to have that particular item field staked; and
- DEA will set construction stakes, offset stakes, or hubs needed to do the construction work. The Contractor shall be fully responsible for all data, dimensions, elevations, and data measured or taken from the provided hubs or stakes.

EXPENSES

Expenses will be charged on a direct cost basis to DEA. Expenses may include but are not limited to:

- Fees for reprographics and postage
- Mileage
- Survey monuments

FEES

DEA will perform this work on an hourly basis to a maximum cost of \$7,500.00. Additional work above this amount will not be done without the written approval of the City. The amount of survey construction staking support will be dependent upon the contractor and his/her requests for survey information. DEA's normal hourly billing rates will be used throughout the duration of this contract work.

DAVID EVANS AND ASSOCIATES, INC.
 3700 PACIFIC HIGHWAY EAST
 TACOMA, WA 98424

CITY OF GIG HARBOR
 PUMP STATION 2A-PHASE 2 WORK
 GENERAL ON-CALL SURVEY WORK
 EXHIBIT B
 SCHEDULE OF RATES

	Project Manager	Office/Clerical	Survey Manager/PLS	Survey Technician	CAD Technician	2-Person Survey Crew	Task Sums
	\$ 130.00	\$ 60.00	\$ 131.00	\$ 85.00	\$ 75.00	\$ 135.00	
ALL WORK ON THIS PROJECT WILL BE DONE BY THE HOUR ON AN ON-CALL BASIS AS REQUESTED BY THE CITY OF GIG HARBOR. HOURLY RATES SHOWN ON THIS EXHIBIT ARE CURRENT AS OF 4/27/05.							
THE TOTAL COST FOR ALL WORK FOR THE DURATION OF THIS AGREEMENT WILL NOT EXCEED \$7,500.00.							
ESTIMATED COST							
EXPENSES							
Mileage at \$.405 per mile							
Brassies, Monument Cases and Covers and other materials charged at direct costs							
Reprographics/Postage at direct costs							
TOTAL PROJECT COST							

Higher rates have been used for estimating. Actual rate of person doing the work will be used for billing purposes.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
COSMOPOLITAN ENGINEERING GROUP**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Cosmopolitan Engineering Group, a corporation organized under the laws of the State of Washington, located and doing business 117 South 8th Street, Tacoma, Washington 98402 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the construction of Pump Station 2A, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated April 28, 2005, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Five Thousand One Dollar and Fifty Cents (\$5,001.50) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – 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 XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2006; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in **Exhibit A**. If delivered to consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

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

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not, by reason of race, religion, color, sex, national origin, or the

presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to

the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

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

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.

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the

maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

CONSULTANT
William P. Fox, P.E.
Cosmopolitan Engineering Group
117 South 8th Street
Tacoma, Washington 98402
(253) 272-7220

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

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 200__.

CONSULTANT
By: William P. Fox
its Principal

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:
CONSULTANT
William P. Fox, P.E.
Cosmopolitan Engineering Group
117 South 8th Street
Tacoma, Washington 98402
(253) 272-7220

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

Exhibit A

Memorandum



ENGINEERING
G R O U P

117 South 8th Street
Tacoma, WA 98402

Phone (253) 272-7220
Fax (253) 272-7250
staff@cosmogrp.com

DATE: April 28, 2005

TO: Steve Misiurak, P.E.
City of Gig Harbor

FROM: Jim D'Aboy, P.E.
& Jason Van Gilder, P.E.

RE: Pump Station 2A
City Project # CSSP 0201
Construction Support Services

FILE:

RECEIVED

MAY 12 2005

CITY OF GIG HARBOR
OPERATIONS & ENGINEERING

We are pleased to be able to offer the following scope of services to assist with the construction administration of the Pump Station 2A project (City Project #CSSP 0201). The following is based on conversations that have indicated the City will be managing the contract with its internal personnel and contracting directly with additional consultants to provide such services as materials testing and start-up.

It is also our understanding that the City desires to have Cosmopolitan Engineering Group's involvement be primarily related to the areas for which our firm provided design services. Under a base scope of services, we are proposing the following level of service:

- Provide input on contractor Submittals and Requests for Information. (Approx 5 of each.)
- Attend the preconstruction conference with the contractor.
- Attend up to two project progress meetings with the owner and the contractor.
- Make up to two site visits during construction to observe construction activities. A field report of observations made will be submitted to the City subsequent to each visit.
- Provide a cursory review of change order request documentation. (1 anticipated)
- Assist in the final punch-list walkthrough for the project.
- Provide direct project expenses to be reimbursed at cost including but not limited to mileage costs at current rates, reprographic and copying services, and photographic documentation of field visits.

We propose undertaking the above scope of work on a time and material basis with a not to exceed amount of \$5,001.50. A copy of the spreadsheet identifying how we anticipate this money would be expended has been attached for your reference.

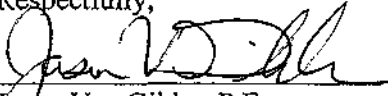
We do note that this is a very minimal scope of services that we could undertake on the construction phase of the project and is intended to fit into the formulation of your overall construction management team.

Some of the services which we have not included in this scope of work, but we wanted to make you aware that we could provide as additional services include:

- Drafting of record drawings.
- Review of alternate material/ substitution requests.
- Additional site visits to review construction progress.
- Detailed change order reviews and assist in contractor negotiations.
- Assistance with bid tabulations and recommendations for award.

Thank you again for the opportunity to participate in the construction portion of this project. If you have any questions about this scope of work, please feel free to contact either of us at (253) 272-7220.

Respectfully,


Jason Van Gilder, P.E.
Project Manager



Jim D'Aboy, P.E.
President



Exhibit B

**City of Gig Harbor
Pump Station 2A
BUDGET SPREADSHEET AND RATE SCHEDULE**

1	Project Admin & Mgmt	Total Hrs:	<i>1</i>	<i>0</i>	<i>1</i>	<i>0</i>	<i>0</i>	<i>1</i>	<i>0</i>	<i>1</i>	<i>4</i>
	Contract Admin & Proj Mangmt		1		1			1		1	4
	Task Total		\$140.00	\$0.00	\$108.50	\$0.00	\$0.00	\$50.00	\$0.00	\$82.50	\$381.00
2	Const Engineering Service	Total Hrs:	<i>0</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>15</i>
	Respond to RFIs (approx 5)			2	2	2					6
	Review shop dwgs and design submittals (approx 5)			1	2	4					7
	Cursory review of change order request (1 total)			1	1						2
	Total Final Design		\$0.00	\$324.00	\$542.50	\$528.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,394.50
3	Const Field Observation	Total Hrs:	<i>2</i>	<i>5</i>	<i>10</i>	<i>12</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>29</i>
	Pre-Construction Conference				2	2					4
	Site visits to address construction issues (2 total)		2	2	2	4					10
	Attend Const Mtgs (2 total)				3	3					6
	Assist in final punch list walkthrough (1 visit)			3	3	3					9
	Total Final Design		\$280.00	\$405.00	\$1,085.00	\$1,056.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,826.00
	Sub Total - Tasks 1 thru 5		\$420.00	\$729.00	\$1,736.00	\$1,584.00	\$0.00	\$50.00	\$0.00	\$82.50	\$4,601.50
4	Subconsultants	Total	<i>Task 1</i>	<i>Task 2</i>	<i>Task 3</i>	<i>Task 4</i>	<i>Task 5</i>	Amount			
	To be contracted Directly by Gig Harbor	\$0.00								\$0.00	
	Markup on Subs = 12%									\$0.00	
	Total Subconsultants									\$0.00	
5	Expenses										
	Reprographics, Printing, Copying	\$150.00								\$150.00	
	Misc	\$200.00								\$200.00	
	Travel	\$50.00								\$50.00	
	Total Expenses									\$400.00	

Date:

By:

Approved:

Total Project Cost: \$5,001.50



"THE MARITIME CITY"

ADMINISTRATION

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MHA*
SUBJECT: RESOLUTION ADOPTING 2005 PERSONNEL REGULATIONS MANUAL
DATE: MAY 23, 2005

INTRODUCTION/BACKGROUND

These proposed alterations of the city's personnel manual adjust the city personnel policy to improve intra-organizational communication and work process.

POLICY CONSIDERATIONS

The inclusion of these minor policy adjustments in the manual is chiefly a house-keeping matter. The revised *City of Gig Harbor Personnel Regulations 2005* will be produced and distributed to all employees. All employees sign for receipt of the manual. The regulations were last updated and distributed in the year 2003. Scott Snyder, the City's personnel policy legal counsel at Ogden Murphy Wallace, reviewed and approved these adjustments.

Summary of all changes to the *City of Gig Harbor Personnel Regulations 2005*:

Reasons for change: (A) Clarification or delineating existing policy or practice.
(B) More restrictive policy.
(C) Consistency with employment contracts.
(D) Cost efficiency.

EMPLOYMENT

F. NEPOTISM (B)

No spouse immediate family member shall be employed by the city in a situation where one spouse would have the authority or practical power to supervise or discipline another, where one spouse is responsible for auditing the work of another, or when the spouse he/she is going to be in a position of actual or reasonably foreseeable conflict between the employer's interests and their his/her own. If this situation should occur, one employee must transfer to another department, or if a transfer is not available, the spouse immediate family member will be given the opportunity to determine which of them will leave the organization.

I. HOURS OF WORK (A)

The normal work week for full-time employees, other than sewer treatment employees, shall consist of forty hours: five consecutive days Monday through Friday at eight hours. The eight-hour day does not include a 30-minute meal period.

The eight-hour day does include a fifteen (15) minute break in the morning and the same in the afternoon. According to FLSA, the normal work week for full-time, regular employees, other than sewer treatment employees, shall consist of a fixed and regularly recurring period of 168 hours, seven consecutive 24-hour periods and it need not coincide with the calendar week. (The work week begins 12:00 midnight on Sunday and continues through Saturday).

X. USE OF CITY VEHICLES (A)

City vehicles shall not be driven for personal uses. With the approval of the City Administrator, on-call employees may drive a City vehicle back and forth between work and their private residence. The on-call employee is responsible for keeping detailed records regarding the mileage used commuting to and from home, and will be taxed on said mileage and gasoline cost as a Fringe Benefit to the employee. An employee must be eighteen years or older to drive a City vehicle. Smoking is prohibited in City owned vehicles.

Y. USE OF CITY CREDIT CARDS (A)

3. Establishment of Card Limits. The Finance Department shall set a credit limit on the purchasing/credit card not to exceed \$5,000. No single purchase on the purchasing/credit card shall exceed ~~\$4,000~~ \$5,000 without prior approval of the City Administrator or the Finance Director.

Z. PERSONAL TELEPHONE CALLS (A)

Personal calls on city telephones and city-owned cellular phones are generally discouraged. However, an employee may call if the failure to call will interfere with their performance. Such calls should be brief and to the point. Employees who use city-owned cellular telephones shall sign reimbursement agreements which authorize withholding of employee pay for failure to pay reimbursement of personal calls not authorized. Personal long distance calls shall be approved by the City Administrator or the employee's department manager. The employee shall reimburse the city for the call. The employee is responsible for reviewing all call records and identifying personal calls. The full cost of the charges will be reported as taxable wages to the employee if substantiation requirements are not met

HH. INTERNET AND ELECTRONIC MAIL USE (A)

All internet and e-mail communications made with City equipment are public record subject to release under state statute, are the property of the City and subject to periodic or random review. Employees have no right of privacy in their use of City e-mail and the internet.

PERFORMANCE PAY SYSTEM

B. PERFORMANCE EVALUATION (A)

An employee's performance shall be evaluated by his/her immediate supervisor on the anniversary of the employee's employment date or after the date which ends a probationary period. Department directors will be evaluated by the City Administrator ~~with a concurring opinion by the Mayor.~~ The Mayor may decide to issue a concurring opinion. A supervisor must evaluate an employee more than annually when:

- The employee is to be moved within the pay range (either direction) for any reason other than a Cost of Living Adjustment;
- The employee's performance is judged by supervisors as deficient;
- The employee requires re-training;
- An employee is placed on a 60-day conditional employment;
- An employee is demoted; or
- The city terminates an employee; or
- An employee resigns.

D. PAY PERIOD (A)

Employees shall be paid ~~on the 5th and 20th of the month or the closest working day,~~ on a bi-weekly period or the closest working day, or as authorized . . ."

EMPLOYEE BENEFITS

C. SICK LEAVE (A, C)

Employees are eligible for sick leave with pay for the following reasons:

1. ~~Non-occupational or occupational personal illnesses or physical disability.~~
Personal illness or physical incapacity resulting from causes beyond the employee's control.
2. Quarantine of an employee by a physician.
3. ~~Illness in the immediate family requiring the employee to remain at home.~~
Illness within the immediate family necessitating the employee's absence from work. Immediate family shall be defined as husband, wife, children, step-children, mother, father, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, brother or sister of the employee.
4. Medical or dental treatment of the employee or his/her dependents.
5. Maternity or paternity purposes relating to childbirth or related circumstances.

An employee who cannot report to work for any of the aforementioned...

As defined by the Family Medical Leave Act (FMLA), a regular, full-time employee can take up to 12 workweeks of unpaid leave because of the birth or adoption of a child (whether that employee is the mother or father), or if his or her spouse, child, or parent suffers a serious illness. In addition, an employee is entitled to leave if his or her own serious health condition prevents the employee from working. On returning from leave, the employee must be allowed to return to his or her old job or to a job with comparable pay and benefits.

Employees, who need leave to care for a sick family member, or because of their own illness, may take leave intermittently if medically necessary. If an employee requests intermittent leave due to planned medical treatment, the employer can require the employee to transfer temporarily to an alternate job with equivalent pay and benefits if it would better accommodate recurring periods of leave than the employee's regular job.

Employees seeking leave due to birth or adoption may take intermittent leave only if the employer agrees.

An employee who has taken no sick leave during any sick leave during any six

(6) month period shall receive, as a bonus, one annual day off or one day's pay (eight hours) for each such period. It shall be the responsibility of the employee to notify the city of the eligibility of the bonus day(s).

The City reserves the right to limit the use of FMLA leave for highly compensated employees whose absence would cause a grievous economic injury to the operation of the City.

FMLA leave is controlled by federal statute and regulation and the definitions, rights and limitations will control administration of the policy. These provisions are intended to provide notice of the benefit and not to create new rights nor limit rights granted under the statute.

D. MATERNITY / PATERNITY LEAVE (A, C)

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from, are, for all job related purposes, to be considered temporary disabilities. Accrued sick leave may be used for childbearing or related circumstances (i.e., miscarriage, abortion, or recovery there from).

As defined by the Family Medical Leave Act (FMLA), a regular, full-time employee may take up to 12 workweeks of unpaid leave because of the birth (or adoption) of a child or related circumstances (i.e. miscarriage, abortion, or recover there from). Accrued leave may be used to maintain paid leave status during this time. FMLA leave will run concurrently (at the same time) with accrued leave taken.

Upon agreement of the employer, the employee may take intermittent leave because of the birth of a child.

If the period of disability extends beyond the employee's accrued sick leave, then he/she may take a leave of absence without pay or benefits not to exceed one year. The conditions of the leave of absence shall be agreed upon by the employee and the city. The employee shall notify the city two weeks, if possible, before her the anticipated date of departure. A three to four week recovery period is considered reasonable in the absence of extenuating circumstances.

Female employees cannot be denied the opportunity to work during the entire period of pregnancy. They may continue working if a physician concurs with her ability to work, and the responsibilities of the job are satisfied. Proof of the physician's concurrence shall be submitted when requested by the city.

Upon return from maternity/paternity leave, an employee shall return to her/his same job or a similar job with at least the same pay.

All provisions shall apply equally to married and unmarried women / men.

E. MILITARY LEAVE (A)

Under Washington law (RCW 38.40.060), an employee is entitled to a military leave of absence for a period not to exceed 15 work days each year beginning October 1 and ending September 30. During this military leave, the employee is on paid military leave regardless of orders or volunteer status.

Should the military leave extend past the 15 work days, the employee will be on unpaid leave status, but the employee has the option to use his or her vacation and/or comp earned accrued leave to remain compensated. If the military leave takes 30 days or more, the City may require the employee to provide a copy of the employee's orders.

For other guidelines, see the Payroll/Benefits Administrator or see the Federal law governing military leave and reemployment rights, Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. 4301 et seq.

F. COMPASSIONATE BEREAVEMENT LEAVE (A, C)

~~An employee may be granted leave with pay~~ A full-time, regular employee may be granted Bereavement Leave not to exceed five working days for the death of an immediate family member. A full-time, regular employee may accrue no more than 40 hours of Bereavement Leave each year.

M. BENEFITS PLANS (A)

The city shall provide and maintain a benefit plan as a substitute for Social Security benefits. The plan shall consist of these benefits:

1. Long-term disability;
2. Life insurance;
3. A deferred compensation plan for retirement income; and payroll deduction for elective short-term disability or other coverage.
4. The City Administration shall select the corporation or corporations that will manage these benefits.

The City also desires to permit part-time employees the protections and advantages of being involved in group health insurance plans and other benefit programs. Regular employees of the City who, on a quarterly basis, work an average of less than the forty hour per week for weekly employees, or a proportionately adjusted

number of hours for shift employees, shall be eligible for participation in the City's benefit programs under the following terms and conditions:

- (a) Employees working 40 hours or more per week shall receive full benefits.
- (b) Employees working less than 20 hours per week shall not be eligible and may not participate in the City's benefit programs.
- (c) Employees working from 20 to less than 40 hours per week on a quarterly basis shall be eligible for participation in the medical benefit program by paying 50% of the cost of the benefit programs attributable to themselves and/or their families, with the City paying the remaining 50% of the benefit program costs. The employee and family will be covered at 100% for dental and vision benefits.

The following terms shall be given the definition shown:

- (i) Benefit Program. Health, Vision, and Dental and other benefit programs, including participation in the City's deferred compensation program provided to regular full time employees of the City.
- (ii) Program Costs. The cost which the City pays on behalf of its full time employees.
- (iii) Full-Time Employee. An employee working an average of 40 hours or more per week on a monthly basis, provided, however, that shift employees such as police officers who work a schedule calculated at greater than 40 hours per week shall have their eligibility determined on a proportionate basis by comparing the shift-worker's weekly work schedule with 40 hours per week.
- (iv) Eligibility. A part-time employee shall be eligible for participation in the dental and vision program upon hiring. After completing one full calendar quarter (3 months), the part-time employee will become eligible for medical coverage as defined in paragraph (c) above. A full time employee shall be eligible for participation in the program on the first day of the month following the date of employment.

The benefits established pursuant to this program shall be interpreted and applied in accordance with the plan, requirements or insurance policy of a particular benefit program. For example, if the City has a program such as deferred compensation which the employee designates a portion of his or her salary, which results in no

cost to the City, an employee may participate regardless of the number of hours, and the provisions of the program shall apply. In the event of conflict between this ordinance and any individual employment contract or labor collective bargaining agreement, the provisions of the contract or the collective bargaining agreement shall control.

R. TRAVEL REIMBURSEMENT (D)

When employees are making travel and accommodation arrangements, it shall be the responsibility of the employee to obtain, ~~whenever available,~~ government discount rates whenever available and to use city vehicles whenever possible.

T. SHARED LEAVE (A)

The purpose of shared leave is to permit city employees, at no additional employee cost to the city other than the administrative cost of administering the program, to come to the aid of a fellow employee who is suffering from illness, injury, impairment, physical or mental conditions which has caused, or is likely to cause, the employee to take leave without pay or to terminate his or her employment. For employees eligible for unpaid FMLA leave, shared leave must be used concurrently (at the same time) as the unpaid FMLA leave. All leave accrued by the employee must be exhausted before any Shared Leave donations will be processed. For employees eligible for unpaid FMLA leave, shared leave must be used concurrently (at the same time) as the unpaid FMLA leave. All leave accrued by the employee must be exhausted before any Shared Leave donations will be processed. The City Administrator may permit an employee to receive shared leave under this section if:

RECOMMENDATION

Staff recommends Council pass the attached resolution adopting the *City of Gig Harbor Personnel Regulations 2005* manual.

CITY OF GIG HARBOR
RESOLUTION NO. 649

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR,
WASHINGTON, ADOPTING THE 2005 PERSONNEL REGULATIONS
MANUAL FOR CITY EMPLOYEES.

WHEREAS, the City of Gig Harbor Personnel Regulations Manual is updated on an as-needed basis; and

WHEREAS, alterations to the manual adjust the city personnel policy to improve intra-organizational communication and work process; and

WHEREAS, the inclusion of these minor policy adjustments in the manual is chiefly necessary for the efficient operation of the City; now, therefore,

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

Section 1. The City Council hereby adopts the 2005 City of Gig Harbor Personnel Regulations, attached hereto as Exhibit A and incorporated herein by this reference. These 2005 regulations supersede all other personnel regulations or personnel manuals previously adopted by the Council.

RESOLVED by the City Council this th day of May, 2005.

APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____

Filed with the City Clerk: 5/5/05
Passed by the City Council: 5/23/05



"THE MARITIME CITY"

ADMINISTRATION

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: KAY J. TRUITT ↓
INFORMATION SYSTEMS MANAGER
SUBJECT: DECLARATION OF SURPLUS PROPERTY
DATE: MAY 23, 2004

INTRODUCTION/BACKGROUND

In the process of reviewing current equipment inventories, several additional items have been determined to be obsolete or surplus to the City's present or future needs. The items proposed for declaration as surplus are set forth in the attached resolution.

FISCAL CONSIDERATIONS

If monies are received for the surplus items, it will be used to offset the costs for new equipment.

RECOMMENDATION

I recommend that Council move and approve the attached resolution declaring the specified equipment surplus and eligible for sale.

RESOLUTION NO. 650

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

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

WHEREAS, the City may declare such equipment surplus and eligible for sale;

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

To declare as surplus:

	EQUIPMENT		SERIAL/ID NUMBER	MODEL INFO.
1	Personal computer Dell	00904	HYH64	XPS-R450 Hard drive burned up.
2	HP Laser Printer	00760	USD3809091	HP LaserJet 5000TN
3	Gateway PC		0017194780	E3200 256MB PIII500 9.5GB
4	Gateway Monitor		P003236473	VX700 - 03-00
5	Gateway Monitor		17004A479501	EV700 -069EV - 05-98
6	Miscellaneous Mice, Keyboards, Speakers		N/A	Various
7	Gateway Monitor		MIE2JN133916	V7003-01 - 11-98
8	Dell Monitor	00905	59119-L 012J	D1226H 9-98
9	Gateway Monitor		T9K003462	VX1110 CM813U 11-99
10	Gateway Monitor	00796	MU19003A0013761	EV910C - 5-01
11	KDS Monitor		1092021729	VS-21e -10-99
12	Gateway PC	00859	0012580804	E5250 9GB 128MB PII450
13	Gateway PC	00867	0017103355	E5200 13.6GB 128MB PIII500
14	KDS Monitor		1092021707	VS-21e -10-99
15	ViewSonic Monitor	00861	QE73405529	P815-2M - 8-97
16	Gateway Monitor		P003236770	VX700A - 3-00
17	Gateway Monitor		17004A261955	EV700-069CS -2-98
18				

PASSED ON THIS 23rd day of May, 2005.

APPROVED:

MAYOR GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 5/18/05
PASSED BY THE CITY COUNCIL: 5/23/05
RESOLUTION NO. 650



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: EDDON BOATYARD APPRAISAL REVIEW FOR IAC GRANT FUNDING
- CONSULTANT SERVICES CONTRACT – TRUEMAN APPRAISAL
COMPANY
DATE: MAY 23, 2005

INFORMATION/BACKGROUND

The city has applied for a 'waiver of retroactivity' with the Interagency Committee for Outdoor Recreation (IAC) for the recent purchase of the Eddon Boatyard Property. The application process requires an appraisal review.

The firm of Trueman Appraisal Company was selected to conduct such a review based upon their qualifications and experience with the city.

FISCAL CONSIDERATIONS

The appraisal review for the Eddon Boatyard was not anticipated in the 2005 Budget. However, adequate funds do exist for this amendment as a result of the passage of the bond measure in November 2004.

RECOMMENDATION

I recommend that Council authorize the consultant services contract with Trueman Appraisal Company for an appraisal review, pursuant to IAC guidelines, for the Eddon Boatyard property in an amount not to exceed Eight Hundred Fifty Dollars (\$850.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
TRUEMAN APPRAISAL COMPANY**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Trueman Appraisal Company, a sole proprietorship, organized under the laws of the State of Washington located and doing business at 2311 North 30th Street, Tacoma, Washington 98403 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in appraisal review of the Eddon Boatyard Property and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the attached 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

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Eight Hundred Fifty dollars and no cents (\$850.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the

Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by May 31, 2005; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in **Exhibit A**. If delivered to consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the

completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

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

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

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.

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City 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.

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 non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

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

CONSULTANT:
Trueman Appraisal Company
ATTN: Robert E. Sternquist
2311 North 30th Street
Tacoma, WA 98403
(253) 272-2720

City of Gig Harbor
ATTN: John Vodopich, AICP
Community Development Director
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

XVII. Assignment

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

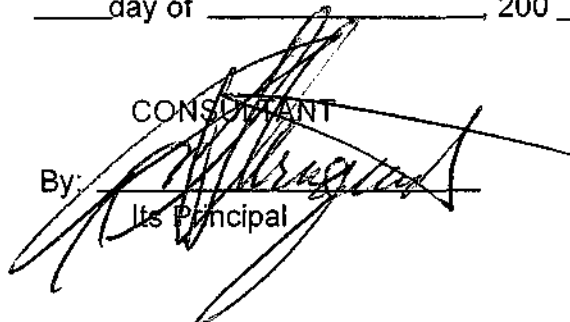
XVIII. Modification

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

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 200__.

CONSULTANT
By: 
Its Principal

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:
CONSULTANT:
Trueman Appraisal Company
ATTN: Robert E. Sternquist
2311 North 30th Street
Tacoma, WA 98403
(253) 272-2720

City of Gig Harbor
ATTN: John Vodopich, AICP
Community Development Director
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

APPROVED AS TO FORM:

ATTEST:

City Attorney

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: 5/17/05



Sonia R Billingsley
SONIA R BILLINGSLEY
(print or type name)

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

PIERCE
My Commission expires: 11/9/05

Exhibit A

Scope of Work

Trueman Appraisal Company is to provide a desk review of the G.P.A. Valuation appraisal report File Number GPA C04-083 dated November 17, 2004. Trueman Appraisal Company is to provide an Appraisal Review Memorandum in accordance with IAC review standards.

Exhibit B

Fee Schedule

The total fee for the desk review shall not exceed \$850



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E. *[Signature]*
CITY ENGINEER
SUBJECT: EDDON BOATYARD PERMITTING ASSISTANCE
- CONSULTANT CONTRACT AUTHORIZATION
DATE: MAY 23, 2005

INFORMATION/BACKGROUND

In order to proceed with the advance permitting, clearing, grubbing, remediation of the upland portion of the Eddon Boatyard site, consultant assistance to the city is required at this time.

FISCAL CONSIDERATIONS

This work was not anticipated in the 2005 Budget. However, adequate funds do exist for this contract. Specifically, funds from the Parks Professional Services line item of the 2005 Budget will be utilized to fund this expenditure.

RECOMMENDATION

I recommend that Council authorize the consultant services contract with Inspectus, Inc. for environmental permitting assistance for the Eddon Boatyard property in an amount not to exceed Thirteen Thousand Two Hundred Four Dollars and Seventy-five Cents (\$13,204.75).

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Inspectus, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 3505 View Place North NW, Gig Harbor, Washington 98332, whose mailing address is PO Box 401, Gig Harbor, Washington 98335 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the environmental permitting assistance of the upland portion of the Eddon Boatyard property and desires that the Consultant perform services necessary to provide project management and inspection services; and

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated May 18, 2005, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Thirteen thousand Two hundred Four dollars and Seventy-five cents (\$13,204.75) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2007; provided however, that additional time shall be granted by the City for extra work.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in **Exhibit A**. If delivered to consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the

amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work and Cost referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

1. Business auto coverage for any auto no less than a \$350,000 each accident limit, and

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. 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.

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

CONSULTANT
Lewis Whitaker, Principal
Inspectus, Inc.
PO Box 401
Gig Harbor, Washington 98335
(253) 851-5770

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

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph

shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification

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

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 200__.

CONSULTANT
By: 
Its Principal

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:
CONSULTANT
Lewis Whitaker, Principal
Inspectus, Inc.
PO Box 401
Gig Harbor, Washington 98335
(253) 851-5770

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: 5/19/05



Sonia R. Billingsley

SONIA R. BILLINGSLEY
(print or type name)

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

PIERCE COUNTY

My Commission expires: 11/9/05

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires:___

May 18, 2005

Scope of Services – Exhibit A**Eddon Boat Environmental Permitting Assistance**

Inspectus Inc. (II) is pleased to offer the following Scope of Services to the City of Gig Harbor for project oversight, coordination, inspection and documentation. Inspectus Inc. will provide the outlined services to support the City of Gig Harbor and Anchor Environmental in the Eddon Boat Environmental Permitting stage of this remediation project

Task 1. Project Representative / Coordination**1.1 Project Oversight/ Construction Monitoring**

Purpose: This task provides project management assistance to the City Engineer for the Eddon Boat Site Remediation Project and to coordinate with the City of Gig Harbor and its Consultants to facilitate the efficient progress toward the completion of the environmental permitting stage of the project.

Scope of Services:

1. Review design consultant's plans and specifications for content accuracy.
2. Attend project coordination meetings (five meetings anticipated) with The City of Gig Harbor, Anchor Environmental and The Department of Ecology.
3. Confer with the City Engineer and City Staff regarding value engineering and design criteria.
4. Develop a Conceptual Project Schedule and Management Information System for tracking and documentation of all aspects of the project.
5. Assist City Staff in the selection of a qualified contractor to complete the remediation work.
6. Prepare and submit a brief monthly status report outlining the work completed during that month, project status and an outline of any issues to be resolved.
7. Attend weekly project meetings as required, with City Staff to discuss related technical issues. Prepare meeting notes for the monthly meeting documenting status, schedule and invoicing.
8. Provide a Field Representative experienced in all areas of the work involved in the Environmental Remediation.
9. On City provided forms; provide a Daily Progress Report, including a daily diary and a quantity of the contract items completed each working day during the remediation work for the City's review and use.
10. In the event that conditions require changes in the contract plans or specifications, provide possible corrective alternatives for the City's consideration and final decision.
11. Provide a detailed monthly invoice for the City Engineers review and approval.

This Scope of Work provides City assistance with regard to Anchor Environmental's Tasks 1 and 2 as shown in Anchor Environmental's approved contract dated December 13, 2004

An additional scope and fee will be provided at the City's request to provide assistance for the completion of Anchor Environmental Tasks 3-9.

Fee Schedule – Exhibit B

Table 1:

Services	Estimated Hours	Total Hours/Mileage	Total
Project Support and Assistance			
Pre Construction Meetings	25 hrs	25 hours at \$28.64 per hour	\$ 716.00
Meeting mileage		550 miles @ .405 each	\$ 222.75
Project Management and Inspection	10 hrs per week x 40 weeks	400 hours @ \$28.64 each hour	\$11,456.00
Project Management and Inspection mileage		50 miles per week x 40 weeks/ 2000 @ .405 each	\$ 810.00
TOTAL			\$13,204.75
*Not to exceed unless working days/hours are extended by contract amendment.			

All work on this project will be done by the hour on an on-call basis as requested by the City of Gig Harbor.

The hourly rate shown in this exhibit will be adjusted on an annual basis (January 1, 2006) to reflect changes in overhead and inflation.

The anticipated work schedule is tied to the estimated start dates provided by Anchor Environmental.

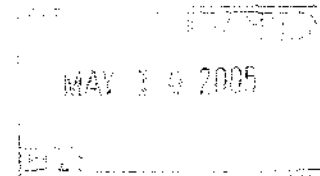
C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 5/03/05

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20050831

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 TARGET CORPORATION	TARGET STORE # T-1205 11400 51ST AVE NW GIG HARBOR WA 98332 0000	087016	GROCERY STORE - BEER/WINE
2 ANDRADE'S, INC.	PUERTO VALLARTA - GIG HARBOR #2 4225 HARBORVIEW DR GIG HARBOR WA 98335 0000	364637	SPIRITS/BR/WN REST LOUNGE +
3 WYVERN RESTAURANTS, INC.	ROUND TABLE PIZZA 5500 OLYMPIC DR BLDG H GIG HARBOR WA 98335 0000	076725	BEER/WINE REST - BEER/WINE





POLICE

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: CHIEF MIKE DAVIS
**SUBJECT: SECOND READING OF ORDINANCE-ACCEPTANCE OF GRANTS/
REQUEST FOR BUDGET ADMENDMENT**
DATE: MAY 23, 2005

INFORMATION/BACKGROUND

The Gig Harbor Police Department established two very important objectives for the budget year 2005. The two goals included establishing a comprehensive traffic safety program and increasing our knowledge and expertise related to drug investigations. With diligent work we have received approval letters for several grants that will support each of these vital goals. The grants are as follows:

TRAFFIC SAFETY GRANTS from the Washington Traffic Safety Commission

- Grant to purchase 2 solar-powered flashing pedestrian lights \$10,000.00
- Grant to purchase four portable breath testers 2,000.00
- Grant to lease a 2005 Harley Davidson Police Motorcycle 12,840.00
- Grant to purchase equipment for two motorcycle officers 4,841.62
- Grant to purchase traffic safety trading cards 2,000.00
- Grant to fund overtime for "click it or ticket" emphasis 2,500.00

Total traffic program grants **\$34,181.00**

METHAPHETAMINE GRANT from the Washington State Criminal Justice Training Commission

- Grant to purchase a wireless video and audio surveillance system **\$6,000.00**

Total aggregate grant amount **\$40,181.00**

We will purchase the above items and then voucher the expenditures to the respective grant sources. Reimbursement will then be sent to the City of Gig Harbor, offsetting all expenditures.

FISCAL IMPACTS

The fiscal impacts connected to this grant package are minimal. The outfitting of the motorcycle and all costs associated with outfitting two officers to ride the motorcycle are covered by the grant. We will be covering training costs necessary to qualify two officers

to ride the motorcycle, which will amount to approximately \$2,000.00. The surveillance system will cost \$7,100.00, so we will pay \$1,100.00 over the grant amount of \$6,000.00 from our drug seizure fund.

The City Public Works Department has agreed to install the two solar-powered flashing pedestrian signs within the school speed zone at Gig Harbor High School.

RECOMMENDATION

I am recommending that the City Council approve a budget amendment in the amount of \$40,181.00 to allow the purchase of the items and equipment.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE CITY'S 2005 BUDGET, AMENDING THE 2005 BUDGET FOR THE PURPOSE OF ACCEPTING SEVEN GRANTS TOTALING \$40,181.00 FOR PURCHASE OF EQUIPMENT DESIGNED TO EXPAND OUR TRAFFIC AND DRUG ENFORCEMENT CAPABILITIES.

WHEREAS, the Gig Harbor Police Department has been awarded several grants amounting to \$40,181.00; and

WHEREAS, the grants support departmental goals of creating a comprehensive traffic safety program utilizing a police motorcycle, and expanding our ability to effectively investigate and prosecute drug offenses; and

WHEREAS, the grants awarded are as follows:

TRAFFIC SAFETY GRANTS

GRANT TO PURCHASE 2 SOLAR POWERED FLASHING PEDESTRIAN SIGNS	\$10,000.00
GRANT TO PURCHASE FOUR FTS BREATH TESTERS	\$2,000.00
GRANT TO PURCHASE A HARLEY DAVIDSON POLICE MOTORCYCLE	\$12,840.00
GRANT TO PURCHASE EQUIPMENT TO OUTFIT TWO MOTORCYCLE OFFICERS	\$4,841.62
GRANT TO PURCHASE TRAFFIC SAFETY TRADING CARDS	\$2,000.00
GRANT TO FUND 58 HOURS OF OVERTIME FOR CLICK AND TICKET EMPHASIS	\$2,500.00
Total traffic program grants	<u>\$34,181.00</u>

METHAMPHETAMINE GRANT

GRANT TO PURCHASE WIRELESS VIDEO AND AUDIO SURVEILLANCE SYSTEM	\$6,000.00
TOTAL GRANT AMOUNT	<u>\$40,181.00</u>

WHEREAS, these grant revenues and related expenditures were not contemplated or included in the 2005 budget; **NOW, THEREFORE,**

THE GIG HARBOR CITY COUNCIL ORDAINS AS FOLLOWS:

Section 1. The grants awarded to the City Police Department are reimbursement grants. This means that the City will have to actually purchase the above equipment at the above prices and then request reimbursement for these costs from the awarding agency. A budget amendment is required because no city funds have been allocated for the purchase of the above equipment. The City Council's acceptance and expenditure of these grant revenues requires the following budget amendment:

<u>Fund/Dept.</u>	<u>Original Appropriations</u>	<u>Amendment</u>	<u>Amended Appropriations</u>
Expenditures 06 – Police	\$2,006,950	\$ 40,181	\$2,047,131

Section 2. The Gig Harbor City Council finds that it is in the best interests of the City to accept the Traffic Safety and Methamphetamine grants totaling \$40,181 and to authorize expenditure of the funds for the purposes described in this Ordinance, so that reimbursement can be received from the granting agencies.

Section 3. This ordinance shall be in force and take effect five (5) days after its publication of a summary according to law.

PASSED by the City Council and approved by the Mayor at a regular meeting of the council held on this ____ day of _____, 2005.

Gretchen A. Wilbert, Mayor

ATTEST:

Molly Towslee, City Clerk

Filed with City Clerk: 5/4/05
Passed by the City Council:
Date published:
Date effective:



STATE OF WASHINGTON

WASHINGTON TRAFFIC SAFETY COMMISSION

1000 S. Cherry St., PO Box 40944 • Olympia, Washington 98504-0944 • (360) 753-6197

April 27, 2005

Chief Mike Davis
Gig Harbor Police Department

Ms Marcia Harris
Peninsula School District
Electronic Approval

RE: School Zone Flashing Light Project Approval

Dear Chief Davis and Ms Harris,

Thank you for your project agreement and funding request to purchase and install three (3) solar powered flashing yellow lighting systems in elementary school zones in your city and county. Funding has been approved not to exceed \$30,000.00. (\$10,000 for the City of Gig Harbor and \$20,000 for the Peninsula School District) The original copy of your proposal will kept on file at WTSC and a sign approval letter will be sent to you via mail.

It is understood this equipment will be purchased on or before June 30, 2005 and the installation of the equipment will be completed by September 1, 2005.

As with most of our grants, your agency must purchase and bill for the necessary item(s)/ services and submit for reimbursement no later than 60 days form the date of this letter. Request received after this date will not be honored by WTSC. I have detailed the order/ reimbursement procedure below:

1. Your agency must order the item(s) granted and be billed for the equipment

3. Upon receipt of the above, your agency / jurisdiction will be reimbursed.

Disputes arising from the agreement shall be resolved by a panel consisting of one representative of the Washington Traffic Safety Commission, one representative from your agency and a mutually agreed upon third party. The dispute panel shall there after decide the dispute with the majority prevailing.

Either party may terminate this agreement upon (30) days written notice to the other party. In the event of termination of this agreement, the terminating party shall be liable for the performance render prior to the effective date of termination.

It is a pleasure to work with your agency to improve the traffic safety environment in the community of Gig Harbor. If you have any questions or concerns, please feel free to contact me; my direct line is 360.586.3484 and email is ldrake@wtsc.wa.gov .

Sincerely,

Lynn Drake
Program Manager
Electronic Approval 4.29.05



POLICE

April 29, 2005

Lynn Drake, Program Manager
Washington Traffic Safety Commission
1000 South Cherry Street
PO Box 40944
Olympia, WA 98504-0944

Dear Ms. Drake:

Attached you will find our grant proposal to install three sets of solar-powered flashing signals at three separate school sites in the Gig Harbor area. This project represents the coordinated efforts of the Gig Harbor Police, the Pierce County Sheriff's Department and the Peninsula School District. In addition, the Public Works Departments of each jurisdiction will be assisting in the installation of the flashing signals.

Please contact me direct with any questions at 253.853.2420.

Sincerely,

Mike Davis



POLICE

Gig Harbor School Zone Signalization Project

OVERALL GOAL OR VISION: The overall goal of this project is to expand and compliment our motorcycle grant by providing a clear and sustainable reduction in the speed of vehicles traveling along three school sites within the Peninsula School District by utilizing flashing signalization. One focus of our motorcycle grant was to assist the Pierce County Sheriff's Department in designating additional school zones around schools within their jurisdiction on the Key Peninsula. We propose installing school zone signalization around the following three school sites:

- Discovery Elementary, Henderson Bay Alternate High School and Gig Harbor High School within the city limits of Gig Harbor (all three schools are located on the same campus)
- Voyager Elementary School and Kopachuck Middle School located in unincorporated Pierce County (both schools are located next to each other)
- Evergreen Elementary School located in unincorporated Pierce County

School zone signalization has been shown to be an effective strategy in encouraging school zone speed reductions during school hours, thus increasing pedestrian safety. The signalization would consist of two solar-powered, pole mounted signals along the arterials located at each of the school sites providing an intermittent flashing amber signal during school hours. The three sites we have selected are all school sites adjacent to arterials that have high traffic volumes and speeds that are creating unsafe conditions for school age pedestrians. Evergreen Elementary is located on 174th Avenue in KPS and has traffic speeds of 50 M.P.H. before arriving in the area of the school. Both school locations within unincorporated Pierce County do not currently have designated school zones.

BACKGROUND AND PROBLEM IDENTIFICATION: The Gig Harbor area has experienced tremendous growth in population and vehicular traffic. Many of the schools in unincorporated Pierce County do not have designated school speed zones. The first school to receive a designated school zone, Artondale Elementary School recently received solar-powered pole mounted signals and their effectiveness in slowing down traffic has been dramatic. With the rural roads and limited visibility present at many of the school sites in this area, it is imperative that we designate school zones at all school sites and provide signalization that is visible and effective to insure the safety of our children.

PROJECT OBJECTIVES: The primary objective of this project will be an actual reduction in the average speed of vehicles within the reduced speed zones surrounding the above schools.

ACTIVITIES/TASKS: City of Gig Harbor Public Works personnel, in coordination with Pierce County Public Works and Peninsula School District staff will complete the installation of the solar-powered signals. Coordinated law enforcement support of the designated school zones will be accomplished within a team concept between the Gig Harbor Police Department and the Pierce County Sheriff's Peninsula Detachment. We will conduct reoccurring emphasis patrols focusing on speed zone compliance within the designated school speed zones.

EVALUATION: The evaluation of the project will consist of pre and post speed surveys with the ultimate goal a reduction in average vehicle speeds during school hours of 10 M.P.H.

BUDGET: The total amount requested is up to \$30,000 to purchase six solar-powered flashing signalization units. The City of Gig Harbor Public Works Department will install the two signs at the Discovery Elementary School site and Pierce County Public Works in coordination with the Peninsula School District will install the remaining four signs at the two other school sites.

The City of Gig Harbor has plans to install a new crosswalk in front of Gig Harbor High School at a cost of \$7,000.00.

CONTACT INFORMATION: Mike Davis, Chief of Police with Gig Harbor Police Department 253.853.2420 and Marcia Harris, Deputy Superintendent of the Peninsula School District 253.857.3500.



POLICE

April 28, 2005

Lynn Drake, Program Manager
Washington Traffic Safety Commission
1000 South Cherry Street
PO Box 40944
Olympia, WA 98504-0944

Dear Ms. Drake:

I am requesting a mini grant to purchase four new PBTs for the Gig Harbor Police Department. Our current PBTs are over six years old and according to our designated PBT technician, the units are very close to realizing their projected life span. We recently had one of them malfunction during a traffic stop. If we are able to receive funding to purchase the additional units, we will transfer our old units to the local DUI Victims Panel and our local school district that has officers working during the day and during evening functions.

Thank you in advance for your consideration of our grant request.

Sincerely,


Mike Davis

\$2,000
=



STATE OF WASHINGTON

WASHINGTON TRAFFIC SAFETY COMMISSION

1000 S. Cherry St., PO Box 40944 • Olympia, Washington 98504-0944 • (360) 753-6197

April 29, 2005

Chief Mike Davis
Gig Harbor Police Department
Electronic Approval

RE: FST Purchase

Dear Chief Davis,

Thank you for your grant request to purchase four new FTS Breath Testers to support the expansion of your traffic division. Federal dollars have been approved for your agency not to exceed \$2,000.00. The original copy of your proposal will kept on file at WTSC and a signed approved copy will be sent to you via mail.

It is understood the primary focus of this equipment will be used to enhance your agency's school zone enforcement and additional traffic enforcement. Your agency must purchase and bill for the necessary item(s)/ services and submit for reimbursement no 60 days from the date of this letter. **Request for reimbursement received after this date will not be honored by WTSC.** I have detailed the order/ reimbursement procedure below:

1. Your agency must order the item(s) granted and be billed for the equipment
2. Upon receipt of the vendor billing, your agency must submit for the reimbursement using the enclosed Invoice Voucher, A-19-1A From. Submit the voucher and duplicate copy of your vendor-billing invoice to WTSC for reimbursement. Please note that we cannot accept a FAX. We must have your agency identified as the Claimant, a Federal Tax ID Number and original signature of the agency head, command officer or contracting officer on the A-19 form.

2. Upon receipt of the vendor billing, your agency must submit for the reimbursement using the enclosed Invoice Voucher, A-19-1A From. Submit the voucher and duplicate copy of your vendor-billing invoice to WTSC for reimbursement. Please note that we cannot accept a FAX. We must have your agency identified as the Claimant, a Federal Tax ID Number and original signature of the agency head, command officer or contracting officer on the A-19 form.
3. Upon receipt of the above, your agency / jurisdiction will be reimbursed.

Disputes arising from the agreement shall be resolved by a panel consisting of one representative of the Washington Traffic Safety Commission, one representative from your agency and a mutually agreed upon third party. The dispute panel shall there after decide the dispute with the majority prevailing.

Either party may terminate this agreement upon (30) days written notice to the other party. In the event of termination of this agreement, the terminating party shall be liable for the performance render prior to the effective date of termination.

It is a pleasure to work with your agency to improve the traffic safety environment in the community of Gig Harbor. If you have any questions or concerns, please feel free to contact me; my direct line is 360.586.3484 and email is ldrake@wtsc.wa.gov .

Sincerely,

Lynn Drake
Program Manager
Electronic Approval 4.19.05



STATE OF WASHINGTON
WASHINGTON TRAFFIC SAFETY COMMISSION
1000 S. Cherry St., PO Box 40944 • Olympia, Washington 98504-0944 • (360) 753-6197

April 19, 2005

Chief Mike Davis
Gig Harbor Police Department
Electronic Approval

RE: Motorcycle School Zone Project Approval

Dear Chief Davis *Mike*

Thank you for your project agreement to support your school zone enforcement by the lease on one Harley Davidson motorcycle and outlined equipment. Funding has been approved not to exceed \$12,840.60. The original copy of your proposal will kept on file at WTSC and a sign approved copy will be sent to you via mail.

It is understood the primary focus of this equipment will be used to enhance your agency's school zone enforcement. It is also understood your agency is obligated for 480 citations to be written under 46.61.440 from the onset of this date to June 30, 200~~5~~⁶ and your agency will not be eligible for any future funds from the school zoon account until your obligation has been met.

As with most of our grants, your agency must purchase and bill for the necessary item(s)/ services and submit for reimbursement no later than 60 days form the date of this letter. Request received after this date will not be honored by WTSC. I have detailed the order/ reimbursement procedure below:

1. Your agency must order the item(s) granted and be billed for the equipment

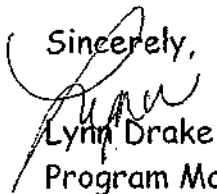
2. Upon receipt of the vendor billing, your agency must submit for the reimbursement using the enclosed Invoice Voucher, A-19-1A Form. Submit the voucher and duplicate copy of your vendor-billing invoice to WTSC for reimbursement. Please note that we cannot accept a FAX. We must have your agency identified as the Claimant, a Federal Tax ID Number and original signature of the agency head, command officer or contracting officer on the A-19 form.
3. Upon receipt of the above, your agency / jurisdiction will be reimbursed.

Disputes arising from the agreement shall be resolved by a panel consisting of one representative of the Washington Traffic Safety Commission, one representative from your agency and a mutually agreed upon third party. The dispute panel shall there after decide the dispute with the majority prevailing.

Either party may terminate this agreement upon (30) days written notice to the other party. In the event of termination of this agreement, the terminating party shall be liable for the performance render prior to the effective date of termination.

It is a pleasure to work with your agency to improve the traffic safety environment in the community of Gig Harbor. If you have any questions or concerns, please feel free to contact me; my direct line is 360.586.3484 and email is ldrake@wtsc.wa.gov.

Sincerely,



Lynn Drake

Program Manager

Electronic Approval 4.19.05

Grant Request Form / Project Agreement

Washington Traffic Safety Commission
1000 South Cherry Street
PO Box 40944
Olympia, Washington 98504-0944
360.753.6197 • 360.586.6489 (fax)
www.wtsc.wa.gov
sysop@wtsc.wa.gov

**Section 1
Authorization**

Project title: School Speed Zone Enforcement

- Increase seat belt use
- Reduce deaths and injuries resulting from alcohol and drug impaired driving
- Reduce deaths and injuries resulting from speeding
- Reduce deaths and injuries resulting from aggressive driving
- Reduce deaths and injuries of pedestrians
- Reduce deaths and injuries of motorcyclists
- Reduce deaths and injuries of bicyclists
- Increase the use of child safety seats and booster seats
- Increase helmet use by motorcyclists and bicyclists
- Improve the safety of children in school zones and on or around school buses
- Reduce emergency medical services response time to traffic injuries
- Upgrade traffic records and data systems
- Other _____

Applicant agency/organization: Gig Harbor Police Department

Applicant project director: Mike Davis	Chief of Police
(name)	(title)
3510 Grandview Street Gig Harbor, WA 98335	davism@cityofgigharbor.net 253.853.2420
Address	email telephone

Applicant agency/organization authorizing official (person with contracting authority):

Mike Davis	Chief of Police
(name)	(title)
SAA	
(address, if different than above)	email telephone

_____	_____
(signature)	(date)

WTSC Use Only:

WTSC Program Manager Juan Drake June 20, 2005
Planned Project Duration: From: October 1, 2005 To: September 30, 2006
April 19, 2005

Approved by	Name: <u>Lowell Porter</u>	Federal (HSP) Project Number: <u>SZ-</u>
	Title: <u>Director</u>	Federal Funds (obligated) \$ <u>0</u>
	Signature: <u>[Signature]</u>	CFDA Number _____
	Date: <u>4/19/05</u>	

Section 2 Description of Activity

Problem Identification and Project Goals

The City of Gig Harbor Police Department has developed a comprehensive school zone and traffic safety enforcement program. As the new police chief of Gig Harbor, I have learned that a major concern of our citizens is traffic congestion and overall traffic safety as our population grows. Until now, most of our traffic enforcement efforts have been initiated by officers who are assigned to a regular patrol shift. We will be submitting a budget proposal to our City Council in August 2005 that will request the authority to hire a 1.0 FTE officer position whose main duties will be traffic enforcement.

Components of our comprehensive traffic safety program currently in the process of being implemented are:

- The purchase of a \$13,000 traffic monitoring trailer with the full traffic statistical package (this was approved for the 2005 budget). This tool will be very valuable in monitoring the effectiveness of our education and enforcement efforts
- Creation of an officer trading card program utilizing traffic safety tips (we are in the final stages of this project)
- Implementation a traffic safety education program utilizing the theme—"Drive Friendly" (focus will be signage and web-based educational messages)
- Expansion of our webpage to include a web-based request form for traffic enforcement within our community
- Mapping of traffic accidents using available Pierce County GIS technology and the computer analysis of education and enforcement efforts and their effects on the number of accidents
- An aggressive enforcement of DUIs (I am currently the chair for the Tacoma/Pierce County DUI Task Force)
- Providing traffic safety presentations to our local schools
- Increased enforcement of school speed zones

A major project component we would like to initiate is the aggressive enforcement of school and playfield school zones. We have contacted the Pierce County Sheriff's Department and are poised to work collaboratively with their officers on the Key Peninsula in enforcing school speed zones, pedestrian crosswalk compliance and DUIs. This will entail organizing monthly emphasis patrols utilizing teams of officers from each jurisdiction focused on these and other traffic safety concerns. We will also be working together with the Sheriff's Department to secure funding to establish additional school speed zones around the rural schools of the Peninsula School District.

The Gig Harbor Police Department is requesting funding from the Washington Traffic Safety Commission to purchase a Harley Davidson motorcycle from Downtown Harley Davidson

utilizing the Leased Motorcycle Unit Program. We are interested in a two-year lease contract program and would like to order the motorcycle immediately to insure our enforcement efforts will be available within the next two months. Gig Harbor is a compact city with narrow streets and we feel a motorcycle will allow our officers the ability to increase school speed zone enforcement, along with being more able to effectively address other traffic safety concerns within our community, such as pedestrian safety and the increasing need for enforcement actions with several "round-a-bouts" located in our city. The "round-a-bouts" are a constant source of concern within our community and are impossible to monitor with a conventional patrol vehicle.

The cost of a two-year lease program and the costs required to outfit the motorcycle is \$12,840.90. A copy of the bid for the leased motorcycle is attached.

The Gig Harbor Police Department will be responsible for purchasing all officer equipment and necessary training.

The goal of this project is to increase school zone enforcement and reduce traffic and pedestrian injuries and fatalities through education and enforcement activities utilizing a police motorcycle. Chief Mike Davis will compile statistics acquired from our focused efforts and provide them to the WTSC on a quarterly schedule. We will work toward generating 480 speeding in school zone "notice of infractions" (NOIs) and other criminal traffic citations during the duration of the program from June 30, 2005 until June 30, 2007. In addition to our enforcement efforts, we will distribute educational brochures explaining seat belt and school zone laws to all traffic contacts. We will establish a zero-tolerance policy with both seat belts and school zone enforcement. The Gig Harbor Police will work closely with the Tacoma/Pierce County DUI Task Force. In addition, we will work closely with other traffic safety efforts sponsored by WTSC to include "Click it or Ticket", "Drive Hammered-Get Hammered" and on a regular basis team up with officers from the Pierce County Sheriff's Department, and the Washington State Patrol in focused multi-agency traffic enforcement emphasis patrols on the Kitsap and Key Peninsulas. Two officers from the Gig Harbor Police Department will be designated motorcycle enforcement officers. This project will increase our traffic unit capabilities and will not be supplanting any existing positions.

There are currently three designated school zones in the Gig Harbor area and eight school sites within the jurisdiction of the Pierce County Sheriff on the Key Peninsula. Currently only one school zone in the Key Peninsula area is properly designated. We will assist the Pierce County Sheriff's Office in designating additional school safety zones around the remaining schools.

Project Evaluation

We will begin our enforcement efforts by conducting traffic speed surveys before and after our focused education and enforcement patrols. This evaluation process will include comparables on average daily speed counts, traffic numbers, crash reductions and calls for service relating to traffic problems.

Point of Contact : Chief of Police Mike Davis 253.853.2420

Washington Traffic Safety Commission
Project Agreement

**Section 3
Budget Summary**

Budget:

	WTSC Share	Applicant Matching Share (if applicable)
1. Salaries and Wages:	\$	\$30,000
2. Employee Benefits	\$	\$9,900
3. Travel and Subsistence:	\$	\$3,000
4. Contractual Services:	\$	\$
5. Equipment:	\$12,840.90	\$8,000
6. Goods and Services:	\$	\$
7. Total lines 1-6 (Amount Requested from WTSC)	\$12,840.90	
8. Total lines 1-6 (Amount provided by applicant)		\$50,900
Total Project Cost (Add lines 7 & 8):		<u>\$63,740.90</u>

WTSC Use Only

Cost Sharing (Washington Traffic Safety Commission use only)			Matching Share: WSP Field Salaries FY _____
Share	Amount	Percent	Applies To: State: _____ Local: _____
Federal:	\$ _____	_____	
State:	\$ _____	_____	
Political Subdivision:	\$ _____	_____	
Total Estimated Cost:	\$ _____	_____	

Certifications and Assurances

It is hereby understood that this application and attachments hereto, when approved and signed by all concerned parties, as indicated shall constitute an agreement by and between the applicant organization to perform in accordance with the terms of this application and attachments, taken as a whole. This agreement is based on guidelines found in the Common Rule, OMB Circular A-102, in order to standardize and simplify federal grants. The signature below of an authorized representative of the applicant agency certifies and ensures that all the following conditions will be met.

- 1) Reports – The Contractor shall submit quarterly reports, a final report at end of project, and submit special reports as outlined in the Project Agreement. Please read Reporting Requirements, following this section.
- 2) Copyrights, Publications, and Patents – Where activities supported by this project produce original copyright material, the Contractor may copyright such, but the WTSC reserves nonexclusive and irrevocable license to reproduce, publish, and use such materials and to authorize others to do so. The Contractor may publish, at its own expense, the results of project activities without prior review by the WTSC provided that any publications (written, visual, or sound) contain acknowledgment of the National Highway Traffic Safety Administration (NHTSA) and the WTSC support. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether or not patent protections will be sought, how any rights will be administered, and other action required to protect the public interest.
- 3) Termination – This project agreement may be terminated or fund payments discontinued or reduced by WTSC at any time upon written notice to the Contractor due to non-availability of funds, failure of the Contractor to accomplish any of the terms herein, or from any change in the scope or timing of the project.
- 4) Fiscal Records – Complete and detailed accounting records will be maintained by the Contractor of all costs incurred on this project, including documentation of all purchases of supplies, equipment, and services; travel expenses; payrolls; and time records of any person employed part-time on this project. Federal, state, or WTSC auditors shall have access to any records of the Contractor. These records shall be retained for three years after the final audit is completed or longer, if necessary, until all questions are resolved.
- 5) Funding – The Contractor will utilize funds provided to supplement and not to supplant state and local funds otherwise available for these purposes. Funds are to be expended only for purposes and activities approved in the project agreement. Reimbursement will be made periodically by WTSC based on approved requests for reimbursement. If matching funds are required, the Contractor will expend them from nonfederal sources, which must be spent not later than 30 days following the completion of the project.
- 6) Cost Principles and Grant Management – The allowability of costs incurred and the management of this project shall be determined in accordance with the Office of Management and Budget (OMB) Circular A-87 and 49CFR, Part 18 for state and local agencies, OMB Circulars A-21 and A-110 for educational institutions, and OMB Circular A-122 for nonprofit entities.
- 7) Obligation Funds – Federal funds may not be obligated prior to the effective date or subsequent to the termination date of the project period. Requests for reimbursement outstanding at the termination date of the project must be made within 30 days or those funds may not be paid.
- 8) Changes – The Contractor must obtain prior written approval from the WTSC for major project changes, including: changes of substance in project objectives, evaluation, activities, the project manager, key personnel, or project budget. The period of performance of the project, however, cannot be changed.
- 9) Income – Income earned by the Contractor with respect to the conduct of the project (sale of publications, registration fees, service charges, etc.) must be accounted for and income applied to project purposes or used to reduce project costs.
- 10) Purchases – Purchase of equipment or services must comply with state or local regulations. After the end of the project period, equipment should continue to be utilized for traffic safety purposes and cannot be disposed of without written approval of the WTSC. The Contractor shall make and maintain an inventory of equipment to include descriptions, serial numbers, locations, costs or other identifying information, and submit a copy to the WTSC.
- 11) Third Party Participants – No contracts or agreements may be entered into by the Contractor related to this project, which are not incorporated into the project agreement and approved in advance by the WTSC. The

Contractor will retain ultimate control and responsibility for the project. WTSC shall be provided with a copy of all contracts and agreements entered into by Contractors. Any contract or agreement must allow for the greatest competition practicable and evidence of such competition or justification for a negotiated contract or agreement shall be provided to the WTSC.

- 12) Participation by Disadvantaged Business Enterprises – The contractor agrees to take all necessary and reasonable steps in accordance with Title 49, CFR, Subtitle A, Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontracts financed in whole or in part with federal funds.
- 13) Americans with Disabilities Act – In the performance of this agreement, the Contractor shall comply with the provisions of Title VI of Civil Rights Act of 1964 42 USC 200d, Section 504 of the Rehabilitation Act of 1973 29 USC 794 Chapter 49.60 RCW, and Title I of the Americans with Disabilities Act 42 USC 1211-12117. The Contractor shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-Era and Disabled Veterans status, or the presence of any sensory, mental, or physical handicap in any terms and conditions of employment to include taking affirmative action necessary to accomplish the objectives of this Act and denying an individual the opportunity to participate in any program provided by this agreement through the provisions of services, or otherwise afforded others.
- 14) Political Activities – No funds, materials, equipment, or services provided in this project agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or to pay any person to influence or attempt to influence an officer or employee of congress, or an employee of a member of congress, an officer or employee of congress in connection with the awarding of any federal loan or the entering in of any cooperative agreements.
- 15) Single Audit – State and local governments that receive federal assistance are subject to the audit requirements of the Office of Management and Budget (OMB) Circular A-128. An institution of higher education or a nonprofit entity must comply with audit requirements in OMB Circular A-133.
- 16) Seat Belt Policy – No funds, materials, property, or services will be provided to any political subdivision that does not have a current and actively enforced policy requiring the use of seat belts.
- 17) Drug Free Workplace – In accordance with the Anti-Drug Act of 1988 (41 USC 702-707) and Drug-Free Workplace Act (42 USC 12644), WTSC has the responsibility to ensure that unlawful manufacture, distribution, dispensing, possession or use of a controlled substance by any employees, grantees, and/or sub-grantee of the Contractor and/or any such activity is prohibited in the Contractor's workplace.
- 18) Debarment and Suspension - The applicant certifies, by signature below, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Applicant Authorized Signature _____ Date _____

Washington State Traffic Safety Commission
Project Agreement

Reporting Requirements

Reporting Frequency : The Washington Traffic Safety Commission requires three types of reports in conjunction with traffic safety projects:

1. Quarterly reports during the life of a project;
2. A final report at the conclusion of a project. This is to include training and consultant reports, if applicable; and
3. Special reports as required.

Project reports provide WTSC with information that can be used to strengthen the state's overall traffic safety program. These reports should keep the Commission informed of a project's progress, explain any difficulties encountered, provide a background of information that can be passed on to others, suggest ways in which the Commission can assist with the project and aid in distribution of state funds.

Quarterly Reports: Obviously, these are to be submitted quarterly and are due in the Traffic Safety Commission's office within fifteen (15) calendar days after the end of the reporting calendar quarter as follows:

First Quarter:	1 October – 30 December	Report due January 15
Second Quarter:	1 January – 30 March	Report due April 15
Third Quarter:	1 April – 30 June	Report due July 15
Fourth Quarter:	1 July – 30 September	Report due October 15

If no action has been taken, please so indicate. Any original or innovative ideas or methods employed in your project should be incorporated into your reports.

Final Report: Final reports are to be detailed and must describe whether the project objectives were accomplished, if technical and fiscal problems were encountered, and what improvements in traffic safety have resulted or probably will result. Included in final reports will be copies of publications, training reports and any statistical data generated in project execution. These final reports should discuss the following:

1. Accomplishments compared to the original project objectives;
2. Were all activities of the project completed as scheduled? Include dates and milestones when studies were completed; equipment acquired, installed and operated;
3. Any unanticipated proceedings that affected the project;
4. Funding and costs for completion of the project in relationship to original estimates; and
5. Third party performance if applicable. A copy of any consultant reports should be included with the final report.

Special Reporting: Special reporting procedures may be required. If so, reporting frequency will be detailed in the project agreement.

Applicant Authorized Signature _____ Date _____

Washington State Traffic Safety Commission
Project Agreement

Invoicing Requirements

Invoices should be submitted to the Traffic Safety Commission on a monthly basis.

Due to state fiscal year closing on June 30 of each year, all invoices, whether state or federal funds, for goods received or services performed on or prior to June 30 **need to be received by WTSC no later than August 15**. The Federal fiscal year and project agreements end on September 30 of each year. Invoices for goods received or services performed on or before September 30, for federal funded projects, **need to be received by WTSC no later than November 15**.

Invoices received after the above cutoff dates are subject to non-payment.

If applicable, please make sure your accounting office is aware of the above cutoff dates.

I have read and understand the above invoicing requirements.

Applicant Signature _____ Date _____

August 27, 2004

Ms. Lynn Drake
WTSC
POB 40944
Olympia, WA 98504-0944

Dear Lynn:

The Gig Harbor Police Department would like to request a grant to promote school zone safety within our community and schools. Our efforts will be conducted through education and enforcement.

To enhance our commitment towards community traffic safety education, I would like to purchase trading cards for each officer with in the department and support personnel. Each individual card will contain a safety message promoting school zone safety or traffic safety counter measures. Officers will distribute these cards during contacts, community events and school events.

These cards have proven extremely popular with the young children in other agencies and will provide our officers with an additional communication tool to promote traffic safety. ~~The estimated cost is \$2,000 and the cards will be purchased through ProImage (800.823.7896).~~

Thank you for the opportunity to make this request and I look forward to your approval. If you have any question please don't hesitate to contact me, I can be reached at 253.853.2420.

Sincerely,

Chief Mike Davis



STATE OF WASHINGTON

WASHINGTON TRAFFIC SAFETY COMMISSION

1000 S. Cherry St., PO Box 40944 • Olympia, Washington 98504-0944 • (360) 753-6197

September 30, 2004

Chief Mike L. Davis
Gig Harbor Police Department
3510 Grandview Street
Gig Harbor, WA 98385
Electronic Approval 9.1.04

Dear Mike:

Based on the grant request submitted to support the purchase educational items, funding has been approved not exceed \$2,000.00. Your agency must purchase and be billed for the necessary items(s) and submit for reimbursement no later than September 30, 2004. I have detailed the order/reimbursement procedure below:

1. Your agency must order the item(s) grantee and be billed for the equipment.
2. Upon your receipt of a billing, your agency must submit for reimbursement using the enclosed invoice Voucher, A-19-1A Form. Submit the voucher and a duplicate copy of your billing invoice to the WTSC for reimbursement. Please note that we cannot accept a FAX. We must have your agency identified as the "Claimant", a Federal Tax ID # and an original signature of the agency head, command officer or contacting officer on the A-19 form.
3. Upon receipt of the above your agency/jurisdiction will be reimbursed.

Disputes arising under this agreement shall be resolved by a panel consisting of one representative of the Washington Traffic Safety Commission, one representative from your agency and a mutually agreed upon third party. This dispute panel shall thereafter decide the dispute with a majority prevailing.

Either party may terminate the agreement upon (30) days of written notice to the other party. In the event of termination of this agreement, the terminating party shall be liable for the performance rendered prior to the effective date of termination.

Thank you for participating in our traffic safety improvement projects. Please feel free to contact me at (360) 586-3484 if you have any questions.

Sincerely,
Lynn Drake
Program Manager
Electronic Approval 9.1.04

April 19, 2005

Lynn Drake, Washington Traffic Safety Commission
1000 South Cherry Street
PO Box 40944

Dear Ms. Drake:

Per our conversation I have forwarded the equipment list and quotes from Squad Fitters to outfit two motorcycle officers. Listed below is the ~~estimated cost~~ ~~\$4,841.62 for the equipment and gear needed to expand out traffic unit with one~~ motorcycle. Our agency will provide funding to cover the training and salaries for both officers at an estimated cost of \$3,000.

Thank you in advance for your support of our School Zone enforcement and Drive Friendly project designed to increase traffic enforcement within our community.

Riders Gear

Squad Fitters

Chippewa Riding Boots	\$234.95
Taylor Heavyweight Jacket	\$429.00
RJ-Air LE Helmet	\$350.00
Lightweight Breaches	\$152.95
Total	\$1,166.90
Discount for above package 10 %	\$116.69
Sub total	\$1,050.21
Helmet speaker system	\$245.70
Lightweight gloves	\$33.95
Heavy Gauntlet gloves	\$60.00
Rain gear jacket	\$70.95
Rain Gear Pants	\$ 43.25
Reflective lettering	\$24.00
Guard Dog Glasses Interchangeable clear/smoked	\$54.95
<u>TOTALS</u>	\$1,583.01

For two officers 2X\$1,583.01 equals \$3,166.02

Bratwear uniforms (one officer)

Winter Pants \$235.00

Summer Pants \$215.00

Uniform shirts \$96 each 2 needed \$192.00

Bratwear \$642.00

For two officers 2X\$642 equals \$1,284.00

Total for two officers \$3,166.02 plus \$1,284.00 equals \$4,450.02

Plus tax (9%) \$ 391.60

Total cost of request: \$4,841.62

Sincerely,

Mike Davis
Chief of Police



STATE OF WASHINGTON
WASHINGTON TRAFFIC SAFETY COMMISSION
1000 S. Cherry St., PO Box 40944 • Olympia, Washington 98504-0944 • (360) 753-6197

April 22, 2005

Chief Mike Davis
Gig Harbor Police Department
Electronic Approval

RE: Motorcycle Gear/ Grant Approval
Federal Grant Number PS 0501

Dear Chief Davis,

Thank you for your grant request to purchase gear and equipment to support the expansion of your traffic division to include one motorcycle. Federal dollars have been approved for your agency not to exceed \$4,841.62. The original copy of your proposal will kept on file at WTSC and a signed approved copy will be sent to you via mail.

It is understood the primary focus of this equipment will be used to enhance your agency's school zone enforcement and additional traffic enforcement. Your agency must purchase and bill for the necessary item(s)/ services and submit for reimbursement no later than September 30, 2005. Request for reimbursement received after this date will not be honored by WTSC. I have detailed the order/ reimbursement procedure below:

1. Your agency must order the item(s) granted and be billed for the equipment
2. Upon receipt of the vendor billing, your agency must submit for the reimbursement using the enclosed Invoice Voucher, A-19-1A Form. Submit the voucher and duplicate copy of your vendor-billing invoice to WTSC for reimbursement. Please note that we cannot accept a FAX. We must have your agency identified as the Claimant, a Federal Tax ID Number and original signature

of the agency head, command officer or contracting officer on the A-19 form.

3. Upon receipt of the above, your agency / jurisdiction will be reimbursed.

Disputes arising from the agreement shall be resolved by a panel consisting of one representative of the Washington Traffic Safety Commission, one representative from your agency and a mutually agreed upon third party. The dispute panel shall there after decide the dispute with the majority prevailing.

Either party may terminate this agreement upon (30) days written notice to the other party. In the event of termination of this agreement, the terminating party shall be liable for the performance render prior to the effective date of termination.

It is a pleasure to work with your agency to improve the traffic safety environment in the community of Gig Harbor. If you have any questions or concerns, please feel free to contact me; my direct line is 360.586.3484 and email is ldrake@wtsc.wa.gov .

Sincerely,

Lynn Drake
Program Manager
Electronic Approval 4.22.05



POLICE

April 14, 2005

Angie Ward
Occupant Protection Program Manager
Washington Traffic Safety Commission
PO Box 40944
Olympia, WA 98504-0844

Dear Ms. Ward:

The Gig Harbor Police Department is requesting to participate in the Commission's Click-it or Ticket overtime enforcement campaign from May 9 through June 5, 2005. Our agency is requesting \$2500.00 (based on the formula included in the grant announcement) and anticipates providing 58 hours of seat belt enforcement overtime on the following dates: May 9 - 1 officer for 4 hours, May 10 to 15 - 3 officers for 12 hours, May 16 to 22 - 3 officers for 12 hours, May 23 to 29 - 3 officers for 12 hours, May 30 to June 4 - 3 officers for 12 hours, June 5 - 2 officers for 6 hours for a total of 58 hours.

We have designated Officer Mike Allen as the single point of contact for the purposes of the management, administration and activity reporting associated with this grant. Officer Allen will also be the point of contact for purposes of media and public education. His contact information is as follows: Officer Mike Allen, 3510 Grandview Street, Gig Harbor, WA. 98335 Office: 253-851-2236 Fax: 253-851-2399 email: allenm@cityofgigharbor.net.

To help in your prioritization of these grants, we are including the following information in response to the three criteria listed on the grant announcement. Over the last year there have been several collisions in Gig Harbor and unincorporated Pierce County between the Narrows Bridge and the Kitsap County Line involving drivers and passengers being ejected from vehicles because they were not wearing their seatbelts. We are hoping to do at least one multi-jurisdictional emphasis between the Gig Harbor Police Department and the Peninsula Detachment of the Pierce County Sheriff's Department to increase seat belt usage and reduce collisions where occupants are ejected.

I understand that in order to receive reimbursement our department must submit a completed A-19 invoice voucher, payroll support documents, completed activity logs, and a combined activity log with totals for the entire mobilization no later than July 1, 2005. We have signed and attached the Memorandum of Understanding (MOU) and look forward to receiving a confirmation letter and copy of the fully executed MOU from your office by May 9, 2005.

Sincerely,

Mike Davis
Gig Harbor Police Department
Chief of Police



MEMORANDUM OF UNDERSTANDING

WASHINGTON TRAFFIC SAFETY COMMISSION

1000 So. Cherry St., PO Box 40944, Olympia, WA 98504-0944

THIS AGREEMENT is made and entered into by and between:
GIG HARBOR POLICE DEPARTMENT

(insert your agency name above)

Hereinafter referred to as "Contractor" and the WASHINGTON TRAFFIC SAFETY COMMISSION, hereinafter referred to as "WTSC"

IT IS THE PURPOSE OF THIS AGREEMENT to provide overtime funding to law enforcement agencies to conduct "Zero Tolerance - Safety Belt Emphasis Patrols" during the period between May 9 and June 5, 2005. The goal of this project is to contact as many violators as possible with a "Zero Tolerance" for seat belt violations

IT IS, THEREFORE, MUTUALLY AGREED THAT:

1. Contractor will provide a commissioned police officer (active or paid reserve) with appropriate equipment (vehicle, radar, etc) on an "overtime" basis (not to exceed 1.5 times normal salary) to enforce seat belt laws. No on-duty personnel will be funded.
2. The period of activity will begin on May 9 and extend through June 5, 2005. Funding is not available for activity before or after this period and funding may not exceed the amount prescribed in the attached Request for Proposal.
3. Performance standards for funded personnel are a minimum of three (3) self-initiated contacts per hour funded with a "desired outcome" of three (3) seat belt citations per hour. This is an enforcement activity with "zero tolerance" for seat belt violations. It is expected Notices of Infraction (NOI's) will be issued at contact unless circumstances dictate otherwise. It is understood that violator contacts may result in related, time-consuming activity. Such activity will be considered for reimbursement. Activity other than that initiated through emphasis patrol contact (investigating collisions, emergency responses, etc) will be the responsibility of the contracting agency and may not be considered for reimbursement.
4. Contractor must submit for reimbursement no later than July 1, 2005. Billings will include:
 - ◆ Invoice Voucher, A19-1A Form (attached). Please note that we cannot accept a FAX. We must have your agency identified as the "Claimant", a Federal Tax ID # and an original signature of the agency head, command officer or contracting officer on the A-19 form.
 - ◆ Payroll support documents (overtime slips, payroll documents, etc)
 - ◆ Officer worksheets (showing 3 or more self-initiated contacts per hour)
 - ◆ Combined activity log with totals for the entire mobilization
5. Disputes arising under this agreement shall be resolved by a panel consisting of one representative of the Washington Traffic Safety Commission, one representative from your agency and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing.
6. Either party may terminate this agreement upon (30) days written notice to the other party. In the event of termination of this agreement, the terminating party shall be liable for the performance rendered prior to the effective date of termination.

IN WITNESS WHEREOF, PARTIES HAVE EXECUTED THIS AGREEMENT.

Gig Harbor P.D.
Agency
Mike Davis
Contracting Agent (Print/type Name)

Mike Davis
Signature

4/15/05
Date

APPROVED/DISAPPROVED
Walter C. Wall
Washington Traffic Safety Commission

Return to: WTSC
PO Box 40944
Olympia, WA 98592-0944

COPY



Police Department

February 1, 2005

Roger Heine
CJTC Regional Training Manager
19010 1st Avenue S
Burien, WA 98148

Dear Mr. Heine:

I want to thank you for your patience in working with us on researching appropriate training and equipment to be purchased with the ~~\$6,000.00 Meth Grant~~ we were received last year. We just received word that two of our officers have been accepted into the 2-week DEA Basic class set to start on February 7th. This last year has seen a tremendous increase in our drug investigations, especially investigations dealing with the selling and manufacture of meth.

We have provided for your review several initiatives that we feel will support our efforts to become more adapt at investigating meth manufacturing and the associated crimes that are the consequences of this activity. You will notice that I have provided three training opportunities, along with the associated tuition, hotel and per diem costs that we feel would be appropriate for reimbursement.

In addition, I have forwarded four technology equipment proposals from Crime Point. Of the four proposals, I think the Waistband Wireless Video System or the Astroscope Night Vision System would be the best values to increase our effectiveness in covert surveillance associated with meth investigations.

Please review the attached proposals. Select, and if you feel so inclined, prioritize the proposals that you feel are most acceptable taking into consideration the intent of the above mentioned grant. I wanted to provide you with a selection of proposals designed to provide flexibility in determining the most appropriate items to be supported under the grant. We understand that the grant funding limit is \$6,000.00.

Again, thank you for your help and patience!

Sincerely,

Mike Davis
Chief of Police



WASHINGTON STATE
CRIMINAL JUSTICE TRAINING COMMISSION

Michael D. Parsons, Ph.D. Executive Director

19010 1st Avenue South • Burien, WA 98148 • Phone: 206/835-7300 • www.cjtc.state.wa.us

May 2, 2005

Chief Mike Davis
Gig Harbor Police Dept.
3510 Grandview Street
Gig Harbor, WA 98335-1214

RE: CJTC Payment for Drug/Meth Interdiction Equipment

Dear Chief Davis,

This is to confirm the Washington State Criminal Justice Training Commission (WSCJTC) will reimburse you the amount of \$6000.00 for the Gig Harbor Police Department's purchase of equipment to be utilized for the investigation and arrest of those trafficking in illegal drugs, most notably methamphetamine.

This money is being offered as a result of funding from the legislature and given to WSCJTC expressly for the purpose of supporting criminal justice agencies through specialized training and purchase of equipment.

CJTC is very pleased to provide this funding for you and we very much respect your earnest efforts to rid your community of methamphetamine production and usage.

Sincerely,

Roger S. Heine
Program Manager
Continuing Education, WSCJTC

Mission: Train Criminal Justice Personnel to Deliver the Highest Quality Service to the Communities of Washington State

Values: Professionalism • Integrity • Accountability



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID BRERETON *David*
DIRECTOR OF OPERATIONS
SUBJECT: SECOND READING OF ORDINANCE
ESTABLISHING FRIENDS OF THE PARKS COMMISSION
DATE: MAY 23, 2005

INFORMATION/BACKGROUND

Attached for the City Council's review is a draft ordinance adopting a new chapter in the municipal code establishing Friends of the Parks Commission. The purpose of the Commission is to advise the Mayor and City Council on park and recreation facilities, open space acquisition and development, maintenance and operation of parks and recreation public facilities and other matters as directed by City Council.

POLICY CONSIDERATIONS

Gig Harbor Municipal Code: Chapter 2.50 defines the role of the Friends of the Parks Commission and also member responsibilities and qualifications.

This ordinance has been reviewed and forwarded unanimously by the city's Parks Committee. The City Attorney has reviewed and approved the ordinance as drafted.

FISCAL IMPACTS

There are no adverse fiscal impacts associated with this proposal.

RECOMMENDATION

The staff recommends approval of the ordinance as presented at this second reading, as well as a motion to approve the by-laws for the Commission.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ESTABLISHING A FRIENDS OF THE PARKS COMMISSION, CONSISTING OF FIVE MEMBERS, DESCRIBING THE PROCESS FOR APPOINTMENT AND FILLING VACANCIES, THE METHOD FOR ADOPTING RULES OF PROCEDURE FOR MEETINGS, DESCRIBING THE AUTHORITY OF THE COMMISSION AND THE MEETING TIMES; ADDING A NEW CHAPTER 2.50 TO THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the City Council of the City of Gig Harbor, Washington wishes to establish a City of Gig Harbor Friends of the Parks Commission; and

WHEREAS, the City Council wishes to establish the authority and procedures for the Commission's activities, consistent with other City boards and Commissions; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AS FOLLOWS:

Section 1. The Gig Harbor Municipal Code is hereby amended to add the following new chapter:

CHAPTER 2.50 PARKS COMMISSION

Sections:

- 2.50.010 Friends of the Parks Commission Established.
- 2.50.020 Organization.
- 2.50.030 Rules of Procedure.
- 2.50.040 Meetings and Staff Services.
- 2.50.050 Budget.

2.50.010 Friends of the Parks Commission Established.

A. The City of Gig Harbor Friends of the Parks Commission, consisting of five members, appointed by a vote of the majority of the City Council, is hereby established.

B. The purpose of the Friends of the Parks Commission is to advise the Mayor and City Council on park and recreation facilities, open space acquisition and development, maintenance and operation of parks and recreation public facilities, operation of parks and recreation programs, and other matters as directed by the City Council.

C. Commission members shall initially be selected for staggered terms. Three commissioners or their successors will serve a one, two or three year term based on the position. All subsequent appointments shall be for three years, or for the duration of an unexpired term in the case of an appointment to a vacancy. All commission members' terms shall expire on March 31st and all successive terms shall commence on April 1st. No member shall serve more than two consecutive full terms of office, unless the vacancy cannot be filled by a new applicant. (This appears in GHMC Section 2.49.010 for Arts Commission.)

D. Commission Appointments.

1. Appointments to the Friends of the Parks Commission will be by the City Council during a regularly scheduled meeting. Each member of the Commission shall be a resident of the City of Gig Harbor at the time of appointment and throughout her or his time in office.

2. The Council shall seek the advice and input of the Commission prior to making any Commission appointments.

E. Vacancies occurring other than through the expiration of terms shall be filled by the Council, in consultation with the Friends of the Parks Commission, within 90 days of the vacancy, for the unexpired term.

F. Members may be removed by the City Council for any reason.

2.50.020 Organization. The Commission shall elect its own Chairperson and Vice-Chairperson. The Vice-Chairperson shall preside in the absence of the chairperson. The Chairperson and Vice-Chairperson shall be voting members of the Commission. The Commission shall hold at least two regular meetings each year.

2.50.030 Rules of Procedure. The Commission shall utilize Roberts Rules of Order for the transaction of business, and shall keep a written record of its meetings, attendance, resolutions, transactions, findings and determinations, which shall be a public record consistent with all City Council authorized by-laws for the Friends of the Parks Commission. The rules shall provide that all commission meetings shall be open to the public and that notice of meetings shall comply with the City's code and the Open Public Meetings Act (Chapter 42.30 RCW), to the extent that the proceedings are subject to the Act. The commission members must comply with Chapter 42.23 RCW on conflicts of interest.

2.50.040 Voting. A majority of the members of the Commission shall constitute a quorum. A quorum of the Commission shall be necessary to legally act on any matter before the Commission. For a five-member commission, a quorum is three members.

2.50.050. Powers and Duties. The Commission will assist the Council by providing advisory opinions and reports as follows:

A. As directed by the Council, the Commission may make informal investigations and informal surveys concerning the future park, playground and recreation resources of the City;

B. As directed by the Council, the Commission may formulate DRAFT plans for the future development of the parks and playgrounds system of the City;

C. The Commission may recommend to the City Council regarding planning, promotion, acquisition, construction, development of public recreational facilities and recreational programs;

D. The Commission may review the proposed annual budget for the operation, maintenance and acquisition of public recreational facilities of the City;

E. To cooperate with any and all departments of the City and with public school authorities, Pierce County, the State of Washington, Peninsula Metropolitan Park District, other cities and jurisdictions in the surrounding area in the furtherance of a well-rounded parks and recreation program;

F. To recommend such rules and regulations in regard to the use of city parks and city recreational facilities as shall best serve the interests of the public;

2.50.060 Meetings and Staff Services.

A. The Friends of the Parks Commission shall hold regular meetings on the 1st Tuesday in March and the 1st Tuesday in September. Meetings shall be held at the City of Gig Harbor Civic Center and shall begin at 7:00 pm unless otherwise publicly noticed.

B. The Director of Operations shall be responsible for providing administrative and staff services for the Commission.

C. The Commission shall provide a written report to the City Council of its activities within two weeks after every meeting.

Section 2. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the Ordinance or the application of the remainder to other persons or circumstances.

Section 3. Effective Date. This ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of
Gig Harbor this _____ day of _____, 2005.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

By: _____
CAROL A. MORRIS, CITY ATTORNEY

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

**BYLAWS OF THE FRIENDS OF THE PARKS
COMMISSION OF THE
CITY OF GIG HARBOR**

**ARTICLE I
ORGANIZATION OF THE COMMISSION**

1. A new Chairperson and Vice Chairperson shall be selected by and from the members of the Commission at the beginning of each term, or as soon thereafter as feasible.
2. In the event of the resignation of the Chairperson, the Vice-Chairperson shall assume the office of Interim Chairperson until the Commission elects a new chairperson. In the event of the resignation of the Vice-Chairperson the Commission shall expeditiously appoint a new officer to fill the position. In the absence of the Chairperson, the Vice-Chairperson shall conduct the meeting.
3. The Chairperson shall preside at all Commission meetings and have the powers generally assigned such office in conducting the meetings. It shall be the Chairperson's duty to see that the transaction of Commission business is in accord with law and with these Bylaws.
4. The Director of Operations, or a designee, shall serve as Executive Secretary of the Commission. The Executive Secretary shall keep the minutes of all regular, recessed and special meetings of the Commission; such minutes shall be approved by the Commission. The Executive Secretary shall give notice of all regular and special meetings to Friends of The Parks Commission members, shall prepare the agenda of regular and special meetings, and shall serve notice of all meetings and public hearings through the City Clerk or Assistant City Clerk. The City Clerk or Assistant City Clerk shall maintain a file of all studies, plans, reports, recommendations and official records of the Commission.

**ARTICLE II
MEETINGS**

1. Special meetings of the Commission may be called by the Chairperson and must be called upon written request of any three members of the Commission. Written notice of such a meeting and its purpose shall be given to all members not less than twenty-four hours in advance thereof, and the same notice shall be posted in City and at the city's regular posting locations and on the city website.

2. Any regular meeting may be recessed to a definite time and place by a majority vote of the Parks and Recreation Commission members present at the meeting.
3. To provide a fair and efficient forum for the conduct of business at Friends of The Parks Commission meetings, meeting will be conducted in accordance with Robert's Rules of Order, and shall include the following rules:
 - a. No person shall address the Commission without first obtaining recognition from the Chairperson.
 - b. The order of business shall be as prescribed on the agenda. Changes to the agenda order shall be approved by majority vote of Commissioners present.
 - c. In instances where a written staff report has been prepared, the staff representative upon recognition by the Chairperson shall present the report for the record.
 - d. Following the presentation of the staff report the Commission shall be afforded to question the staff regarding the material in the report.
 - e. After questioning of the staff is completed the Chairperson may recognize the applicant or proponent of that item of business to speak. Following the proponents remarks, any other person wishing to speak on the matter may be recognized by the chairperson.
 - f. Once any person has spoken in regard to a specific matter before the Commission, he/she shall not be recognized to speak again until all persons wishing to speak have been given the first opportunity to do so.
 - g. Following the presentation by each speaker, the Friends of The Parks Commission shall be afforded the opportunity to question the speaker regarding the information presented by the speaker.

ARTICLE III
VOTING AND ACTIONS OF THE COMMISSION

1. At all meetings of the Commission, each member shall have one vote on each motion. The Chairperson shall have one vote and shall enjoy the same opportunity to vote as afforded to all other Commission members. Voting shall be by a simple majority. There shall be no voting by proxy. No matter may be voted upon unless the matter has been discussed at a previous meeting of the Commission.

2. Each formal action of the Commission shall be written in a formal motion which will be entered verbatim into the Minutes. The Chairperson shall, at the Chairperson's discretion or at the request of any Commission member, read the motion before the motion is voted on, as provided for in Section 1 above.

ARTICLE IV **COMMITTEES**

1. The Friends of the Parks Commission may establish from time to time such standing or special committees as it deems advisable and assign each committee specific duties or functions. Each standing committee shall consist of a maximum of four members. Each special committee shall consist of a minimum of four members, the members can not be a current commissioner, and all members of the commission shall be residents of the City of Gig Harbor at the time of appointment and throughout their time in office. No standing or special committee shall have the power to commit the Friends of The Parks Commission to the endorsement of any plan or program without its submission to, and the approval of, the body of the Commission.

ARTICLE V **AMENDMENTS**

1. These Bylaws may be amended, from time to time, at the discretion the City Council. The commission may recommend revisions to the by-laws subsequent any regular March or September meeting.

CERTIFICATION

The undersigned Secretary of the City of Gig Harbor Friends of The Parks Commission does hereby certify that the above and foregoing Bylaws have been duly adopted by the members of said Commission as the Bylaws of said Commission, said Bylaws having been adopted on _____, 200_.

Secretary of City of Gig Harbor
Friends of the Parks Commission



ADMINISTRATION

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: ECONOMIC DEVELOPMENT BOARD FUNDING CAMPAIGN
DATE: MAY 23, 2005

INFORMATION/BACKGROUND

Mr. Bruce Kendall, President & CEO of the Economic Development Board, and Mr. Dennis Fuhrhop, the Development Director (fund raiser) for the Economic Development Board for Tacoma/Pierce County, will be present to explain the 2006-2010 business and recruitment strategy of the Economic Development Board of Pierce County.

Currently, the City of Gig Harbor provides funding to the Economic Development Board of Tacoma/Pierce County in the amount of \$20,000 for 2005 budget year. 2005 is the third consecutive year that the City of Gig Harbor has budgeted a \$20,000 commitment to the EDB. The principal city purpose for this relationship is to promote high-wage businesses that could locate in appropriate city commercial and light industrial planning areas within the UGA. Target businesses would be relatively light users of water and sewer. With a local perspective, the EDB focuses on both recruitment and retention of primary businesses in Pierce County. Primary businesses are firms that export goods or services out of the area and import new dollars into the local economy. These firms are the fundamental building blocks of economic expansion and high-wage job creation. In its work, the EDB focuses on firms in the following clusters: information technologies, aerospace manufacturing, life sciences, logistics and international trade, environment and alternative energies. The EDB targets distribution centers and regional headquarters, the latter in the areas of finance, insurance, and real estate. In Gig Harbor, the recruitment focus is generally on technology and regional headquarters. Although not a rigid threshold, the business size threshold in Gig Harbor, for both recruitment and retention, is on businesses with 10 or more employees.

POLICY CONSIDERATIONS

Other than involvement with the EDB and cooperation with Pierce County Economic Development, the City of Gig Harbor generally addresses economic development only at the comprehensive planning level and specifically addresses economic development through tourism marketing.

FINANCIAL CONSIDERATIONS

The EDB hopes to obtain a tentative and non-binding City Council commitment for \$25,000 per year for a five-year period with the first payment year in the city's 2006 budget cycle.

EXECUTIVE SUMMARY

The Cutting Edge 2006-2010

A five year primary business retention and recruitment strategy of the Economic Development Board for Tacoma-Pierce County

INTRODUCTION

Tacoma-Pierce County is the economic center of the South Sound, the fastest growing region in Washington State. We are living and working at the cutting edge of new job creation and expansion. We are home to the Port of Tacoma – among the largest ports in North America; home to world class companies and world class workers; and home to an exciting array of housing and cultural choices. The Economic Development Board is pleased to have played an important role since its creation in 1978 in Tacoma-Pierce County's transformation to a more diversified service and manufacturing economy.

The EDB has a two-prong mission: retention of existing primary businesses and recruitment of new primary businesses in Tacoma-Pierce County. Primary businesses are firms that export goods or services out of the area and import new dollars into the local economy. These firms are the fundamental building blocks of economic expansion and high-wage job creation. In its work, the EDB focuses on three key sectors: **technology, manufacturing, logistics and international trade, clean energy, and regional headquarters**, the latter in the areas of finance, insurance, and real estate.

Now is the moment to take advantage of the signs of opportunity. The Economic Development Board for Tacoma-Pierce County is planning the future by establishing an economic work plan for the five year period of 2006-2010. It is called The Cutting Edge. The five-year goals of the Economic Development Board for Tacoma-Pierce County include recruiting or retaining 18,000 jobs in the County.

Goals of the Five-year Work program (2006-2010)

- | | |
|-----------------------------------|---------------|
| • Capital Investment goal | \$459 million |
| • Industrial Revenue Bond goal | \$36 million |
| • Total payroll goal | \$675 million |
| • Jobs recruited or retained goal | 18,000 |

THE WORK PLAN

Business Retention and Expansion Program

- Work with local jurisdictions and business groups to retain existing high wage primary businesses and other critical firms
- Enhance efforts around existing and emerging primary clusters, including supply chains
- Expand linkages between retention efforts and recruitment targets

Business Recruitment Program

- Identify, target and recruit businesses according to sectors and clusters for which Tacoma-Pierce County has a competitive advantage
- Leverage existing business, education and government assets to attract target firms
- Build and strengthen partnerships with other organizations to make maximum use of the community's business development resources
- Develop value-added support systems, materials and activities to assist in accomplishing recruitment goals

Communications and Investor Relations Program

- Communicate regularly with investors and the wider community through a variety of media and technology, including email, newsletters, op-eds, private meetings, phone calls, etc.
- Communicate results of business retention and recruitment and programs on a quarterly basis to all investors and the wider community
- Remain strategically active in regional economic development efforts. Work with partners to ensure value is derived from relevant resources including Prosperity Partnership, the Pierce County Berk studies, Tacoma's DCI blueprint, and the results of the Growth Strategies Organization (GSO) implementation efforts

FIVE YEAR BUDGET

The \$3.8 million funding for the campaign will be allocated to the individual programs as follows:

Business Retention and Expansion	\$1,300,000	2.25 FTE*
Recruitment	\$2,100,000	3.25 FTE
Communications	<u>\$ 400,000</u>	<u>0.50 FTE</u>
	\$3,800,000	6.00 FTE

* Full Time Equivalent

ANTICIPATED IMPACT

When asked to make a financial investment in the Cutting Edge 2006-2010, our leaders will require a measurable return on their investments.

The most immediate benefits of a strong economy brought about by strategic economic development initiatives accrue to those who sell their products and services locally. However, economic development research indicates that more people are drawn to communities in which employment opportunities are increasing. Therefore, a strong economy in the long run actually provides local employers with more and a better qualified workforce. Both the private and public sectors benefit from a larger local payroll, increased demand for goods and services, greater capital investment in plant and equipment and a broader tax base.

What 18,000 jobs will mean to the Tacoma-Pierce County Area:

Total Number of Jobs	18,000
Increase in Area Payroll	\$674,966,956
Net Personal Consumption Expenditures	\$349,930,128

GOVERNANCE AND ACCOUNTABILITY

A cross section of leaders representing major investors will govern The Cutting Edge campaign and oversee the disposition of funds through the EDB's Board of Directors and Executive Committee. This body will also be responsible for the implementation of the Investor Relations Program designed to keep investors fully informed. Investors will also be given regular reports of the program's progress toward achievement of the campaign goals.

INVESTMENT BENEFITS FOR YOUR CITY

The five-year economic development campaign creates real, bottom-line benefits for your city. Here's how:

1. Existing industry retention and expansion is a major component of the 5-year plan. By increasing our capacity to support existing employers, we'll be there when they need us. Our goal is to create and maintain a positive business climate at the local and state level in terms of legislation, regulatory policy, and incentives to keep and grow your presence in Tacoma-Pierce County.
2. Workforce development is a shared goal and a key element in the plan. We're committed to improving not only the quantity, but the quality of the area work force. A better workforce means greater productivity and increased profitability.
3. Because a key goal is diversification, new employers recruited by the partnership are not likely to compete for the same skills employed by other firms. As the labor force grows, existing employers should see an increase in the number and skill level of applicants, and a rise in the rate of labor force participation.
4. You and your citizens will enjoy a higher quality of life. By growing the economy, the partnership generates a greater choice of goods and services, from restaurants to shopping, entertainment, cultural activities and health care. When it comes to recruiting talent to your area or retaining key managers or professional personnel, life style is an important factor.
5. Your participation makes a powerful statement that your city cares about the region in which it operates.
6. Your participation can provide your city with a voice in the program's policies and future direction. An investor-based council will shape the marketing and development programs of the partnership.
7. Your participation helps protect your investment. A stagnant or declining area economy results in lower property values, out-migration of workers, and disruption of supply chain.

Your involvement in The Cutting Edge Program will help create a more vigorous pro-business environment. We hope you'll join in the effort to make Tacoma-Pierce County the best it can be.

The Cutting Edge

New Direct Jobs	7,812	
Wage rate paid (annually)		\$49,519
Total Direct Payroll		\$386,842,428
Calculated Indirect Jobs Created	10,156	
Total Jobs	17,968	
Wage Rate of Indirect Jobs		\$28,371
Total Payroll (from direct and indirect jobs)		\$674,966,956
Net Personal Consumption Expenditures		\$349,930,128
Deposit Potential for Area Financial Institutions		\$30,695,625

The above calculations were computed based on the following inputs:

- Recruitment and retention of 17,968 jobs
- The Employment multiplier applied is 2.3. Multipliers are taken from RIMS II and are averages of target industries in the region
- The average wage rate used is \$49,519 (annual). It is the average wage rate of targeted industries

CUTTING EDGE

Projected Annual Tax Revenue

State of Washington	\$8,714,851
City of Tacoma	\$673,792
City of Gig Harbor	\$27,753
City of Puyallup	\$148,018
City of Sumner	\$36,698
Total City Tax Revenue	\$1,130,798
TOTAL Combined Tax (State and City)	\$9,845,649



ADMINISTRATION

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: MOLLY TOWSLEE, CITY CLERK *MT*
SUBJECT: FIRST READING OF ORDINANCE - UPDATING REFERENCES IN THE MUNICIPAL CODE RELATING TO ELECTIONS
DATE: MAY 23, 2005

INTRODUCTION/BACKGROUND

Title 29 of the *Revised Code of Washington* was reorganized and recodified as Title 29A RCW. This ordinance updates the City of Gig Harbor Municipal Code so that references to State Law are consistent with the newly amended statutes. The City Attorney has reviewed the amendments to the code.

FISCAL CONSIDERATIONS

There are no fiscal considerations, as these changes are housekeeping in nature.

RECOMMENDATION

I recommend that Council adopt this ordinance at the second reading.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO ELECTIONS AND THE FILING OF CANDIDACY DECLARATIONS, UPDATING REFERENCES IN THE MUNICIPAL CODE TO BE CONSISTENT WITH RECENTLY AMENDED STATE STATUTES, AMENDING GIG HARBOR MUNICIPAL CODE SECTIONS 2.12.060; 2.12.070; 2.12.080; and 2.12.090.

WHEREAS, the Gig Harbor Municipal Code (Section 2.12.060; 2.12.070; and 2.12.080) currently describes the procedures for declaring candidacy; and

WHEREAS, effective July 1, 2004, Title 29 RCW was reorganized and recodified as Title 29A RCW;

WHEREAS, the Municipal Code needs to be changed so that references to State Law are consistent with the newly amended statutes; now, therefore,

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

Section 1. Section 2.12.060 of the Gig Harbor Municipal Code is hereby amended to read as follows:

2.12.060 Declaration of candidacy – filing. Nominations for elective offices within the city shall be made by filing declarations of candidacy with the Pierce County Auditor's Office and as set forth in ~~RCW 29.15.030, or as otherwise provided in chapter 29.15 for mailing or electronic filing~~ RCW 29A.24.031 (declaring candidacy), 29A.24.040 (for mailing or electronic filing), 29A.24.050 (timing of the declaration of

declaration of candidacy), 29A.24.070 (place of filing), and 29A.24.081 (filing by mail).

There shall be no primary elections for nominating candidates for any elective office in the city. Primaries shall otherwise be held as provided in chapter ~~29.24~~ RCW 29A.52.210 re: city primaries (non-partisan).

Section 2. Section 2.12.070 of the Gig Harbor Municipal Code is hereby amended to read as follows:

2.12.070 Declaration of candidacy – Procedure, fee, form.

A. All ~~nominations for elective office~~ declarations of candidacy in the city shall be made by filing declarations of candidacy at the times and dates provided in RCW ~~29.15.020~~ RCW 29A.24.050.

B. All declarations of candidacy shall be accompanied by a filing fee as provided in RCW ~~29.15.050~~ RCW 29A.24.091.

C. Declarations of candidacy shall substantially conform to the form set forth in Chapter ~~29.18~~ RCW RCW 29A.24.101.

Section 3 Section 2.12.080 of the Gig Harbor Municipal Code is hereby amended to read as follows:

2.12.080 Election of councilmembers – Vacancy.

Seven councilmembers shall be elected for terms of four years each, with three such councilmembers being elected at one biennial election and four councilmembers being elected at the subsequent biennial election, and shall serve until his or her successor is elected, qualified and assumes office in accordance with RCW ~~29.04.170~~ RCW 29A.20.040. ***

Section 4. Section 2.12.090 of the Gig Harbor Municipal Code is hereby amended to read as follows:

2.12.090 Election of mayor – Vacancy.

A mayor shall be elected for four-year terms of office and shall serve until his or her successor is elected, qualified and assumes office in accordance with RCW 29.04.170 RCW 29A.20.040. ***

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this _____, 2005.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: 5/18/05
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: FIRST READING OF AN ORDINANCE ESTABLISHING BUILDING SIZE
RESTRICTIONS IN WATERFRONT ZONES
DATE: MAY 23, 2005

BACKGROUND

At the May 9, 2005 meeting, Council directed staff to bring back a revised ordinance addressing square footage limits in the Waterfront Residential (WR) district, Waterfront Millville (WM), and Waterfront Commercial (WC) districts. Attached you will find a draft ordinance to:

- Establish a maximum building size in the Waterfront Residential (WR) district at a total size of 5,000 square feet or a total footprint of 2,500 square feet;
- Establish a single-family and multi-family (up to 4 units) maximum building size in the Waterfront Millville (WM) district at a total size of 5,000 square feet or a total footprint of 2,500 square feet. Clarifies that the existing non-residential limit of 3,500 square feet per lot was intended to be total building size rather than gross floor area in the Waterfront Millville (WM) district; and
- Establish a maximum residential building size in the Waterfront Commercial (WC) district at a total size of 5,000 square feet or a total footprint of 2,500 square feet and clarifies that the 3,000 square foot footprint limit (as established by Ordinance No. 995) applies to non-residential structures.

RECOMMENDATION

The Council has deliberated this issue at length, as such I recommend approval of the Ordinance as presented at this first reading by a affirmative vote of a majority plus one of the whole membership of the Council as provided for in GHMC Section 1.08.020 B.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING NEAR THE SHORELINE IN THE CITY'S HEIGHT RESTRICTION AREA, ADOPTING A NEW SECTION 17.46.045 GHMC TO ESTABLISH BUILDING SIZE LIMITS IN THE WATERFRONT RESIDENTIAL (WR) DISTRICT; AMENDING GHMC SECTION 17.48.040 TO ESTABLISH RESIDENTIAL BUILDING SIZE LIMITS IN THE WATERFRONT MILLVILLE (WM) DISTRICT; AND AMENDING GHMC SECTION 17.50.045 ESTABLISH RESIDENTIAL BUILDING SIZE LIMITS IN THE WATERFRONT COMMERCIAL (WC) DISTRICT.

WHEREAS, a large portion of the City of Gig Harbor is characterized by views of Gig Harbor bay and the small scale buildings that reflect the historic development of the harbor basin.

WHEREAS, the City of Gig Harbor's Comprehensive Plan has the stated goal to "Preserve the character of those sites or districts which reflect the style of Gig Harbor's historical development" (Goal 3.13); and

WHEREAS, the City of Gig Harbor's Comprehensive Plan has the stated objectives to:

Develop guidelines which promote compatible development within designated areas. (Objective 3.13.2)

Consider standards which encourage building forms consistent with historic designs, (e.g., massing, roof styles and scale,) (Objective 3.14.2)

Define and retain "small town" characteristics of historic business districts. (Objective 3.15.1); and

WHEREAS, the City of Gig Harbor has received numerous complaints from the public regarding large buildings recently built in the height restriction area, which have been found by many members of the public to be out of scale and character with the historic development patterns in the height restriction area; and

WHEREAS, in response to the public outcry over large buildings and view impacts in the height restriction area, the City Council adopted Ordinance No. 995 on April 25, 2005; and

WHEREAS, the City of Gig Harbor desires to preserve and perpetuate the small scale of structures in the waterfront zoning districts - Waterfront Residential (WR), Waterfront Millville (WM), and Waterfront Commercial (WC); and

WHEREAS, the City of Gig Harbor desires to protect views of the harbor along the Harborview Drive and North Harborview Drive public rights-of-way for public enjoyment; and

WHEREAS, expansive building footprints and associated expansive and continuous roof forms can result in significant obstructions to views of the harbor as seen from Harborview Drive and North Harborview Drive public rights-of-way; and

WHEREAS, structures contained to smaller footprints require smaller, less expansive roof planes than more expansive footprint structures require and therefore have less impacts on views over the tops of structures; and

WHEREAS, limiting total floor area to a size that would be similar to the building size achievable by limiting the footprint size may result in a building with a wider footprint and a more expansive roof plane, but it would in that case result in a building of a lower height, thereby providing alternate but similarly effective ways of protecting views from Harborview Drive and North Harborview Drive; and

WHEREAS, the City Council finds that the waterfront zoning districts are characterized by smaller-scaled homes and neighborhood businesses than are found elsewhere in the view basin. A 2,500 square foot footprint would allow a building of approximately 5,000 square feet of total space - depending on topography and the opportunity for a daylight basement, but only 2,500 square feet of floor area would be possible on a single level. Accordingly, either a 5,000 square-foot floor area maximum or a 2,500 square foot footprint limitation would be appropriate for both protecting views and retaining an appropriate scale of building for this district. Moreover, it makes sense to allow the property owner to choose between these two options because it will allow the owner to consider topographic advantages when determining how to develop his or her property; and

WHEREAS, the proposed text amendments are consistent with the goals, objectives, and policies of the Comprehensive Plan; and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for the proposed text amendment on January 27, 2005 pursuant to WAC 197-11-350; and

WHEREAS, the City Community Development Director forwarded a draft copy of this Ordinance to the Washington State Department of Trade and Community Development on January 27, 2005, pursuant to RCW 36.70A.106; and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Department of Trade and Community Development on May 10, 2005 requesting expedited review, pursuant to RCW 36.70A.106; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on March 3, 2005, and made a recommendation of approval to the City Council, subject to amendments recommended by the Planning Commission; and

WHEREAS, the City Council held legally advertised public hearings on the Ordinance on March 28 and April 11, 2005 during its regular City Council meetings; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meetings of March 28; April 11; April 25, 2005; and May 23, 2005; Now, Therefore,

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

Section 1. A new Section 17.46.045 of the Gig Harbor Municipal Code is hereby adopted to read as follows:

17.46.045 Maximum building size.

Each structure in the WR district shall be limited in size according to one of the following options:

A. 5,000 square feet total size, including each story of a building (finished or unfinished) as defined in GHMC Section 17.04.750, and including all habitable space as defined in GHMC Section 17.04.409 with a finished ceiling height of 5 feet or greater, and including garages, carports, shops and similar work or storage rooms, and also including non-walled stand-alone structures such as pavilions and gazebos which are not incidental and secondary extensions of fully enclosed structures, but excluding covered decks and porches; or

B. A total footprint of 2,500 square feet, which may be extended to accommodate a front porch or colonnade. The building footprint shall be measured from the outside edge of all exterior walls (including walls on cantilevered projections), posts, and columns, and shall not include eave overhangs of up to 24 inches or uncovered decks of up to 60 inches above grade.

Section 2. Section 17.48.040 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.48.040 Development standards.

A minimum lot area for new subdivisions is not specified. The minimum development standards are as follows:

	Single-family Dwelling	Attached up to 4 units	Non-residential
A. Minimum lot area (sq. ft.) ¹	6,000	6,000/unit	15,000
B. Minimum lot width	50'	100'	100'
C. Minimum front yard ²	20'	20'	20'
D. Minimum side yard	8'	10'	10'
E. Minimum rear yard	25'	25'	25'
F. Minimum yard abutting tidelands	0'	0'	0'
G. Maximum site impervious coverage	50%	55%	70%
H. Density ³	4 dwelling units per acre		
I. Maximum gross floor-area <u>building size</u>	N/A ⁴	N/A ⁴	3,500 sq. ft. per lot
J. Separation between structures	20'	20'	20'

¹An undersized lot or parcel shall qualify as a building site if such lot is a lot of record.

²In the case of a corner lot, the owner of such lot may elect any property line abutting on a street as the front property line, provided such choice does not impair corner vision clearance for vehicles and shall not be detrimental to adjacent properties in the opinion of the planning and public works directors.

³Density bonus of up to 30 percent may be granted subject to the requirements of Chapter 17.89 GHMC (Planned residential district).

⁴Each single-family dwelling and multi-family attached residential structure (up to 4 units) in the WM district shall be limited in size according to one of the following options:

A. 5,000 square feet total size, including each story of a building (finished or unfinished) as defined in GHMC Section 17.04.750, and including all habitable space as defined in GHMC Section 17.04.409 with a finished ceiling height of 5 feet or greater, and including garages, carports, shops and similar work or storage rooms, and also including non-walled stand-alone structures such as pavilions and gazebos which are not incidental and secondary extensions of fully enclosed structures, but excluding covered decks and porches; or

B. A total footprint of 2,500 square feet, which may be extended to accommodate a front porch or colonnade. The building footprint shall be measured from the outside edge of all exterior walls (including walls on cantilevered projections), posts, and columns, and shall not include eave overhangs of up to 24 inches or uncovered decks of up to 60 inches above grade.

Section 4. Section 17.50.045 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.50.045 Maximum building size

Each structure in the WC district shall be limited in size as follows:

1. In the WC district abutting the DB (downtown business) district, the maximum non-residential building footprint is 3,000 square feet. Multiple buildings on the same site shall have a minimum 20-foot separation between structures.
2. In the WC district abutting North Harborview Drive (the area commonly known as Finholm Market) the maximum non-residential building footprint is 3,000 square feet. Multiple buildings on the same site shall be separated by a non-penetrated fire wall as defined in the International Fire Code except that a single 6-foot opening in the firewall separating structures is permissible provided that each structure has an outside customer entrance accessible to the street. Each structure shall be designed to stand independent of other structures on the site (i.e., the addition or removal of any one building on a site will not require structural attachments or modifications to any other building on the site.)
3. In the WC District, multi-family structures, as defined in GHMC Section 17.04.290 are exempt from maximum building size requirements.
4. Each residential structure in the WC district shall be limited in size according to one of the following options:

A. 5,000 square feet total size, including each story of a building (finished or unfinished) as defined in GHMC Section 17.04.750, and including all habitable space as defined in GHMC Section 17.04.409 with a finished ceiling height of 5 feet or greater, and including garages, carports, shops and similar work or storage rooms, and also including non-walled stand-alone structures such as pavilions and gazebos which are not incidental and secondary extensions of fully enclosed structures, but excluding covered decks and porches; or

B. A total footprint of 2,500 square feet, which may be extended to accommodate a front porch or colonnade. The building footprint shall be measured from the outside edge of all exterior walls (including walls on cantilevered projections), posts, and columns, and shall not include eave overhangs of up to 24 inches or uncovered decks of up to 60 inches above grade.

Section 5. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

Section 6. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this 23rd day of May, 2005.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

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

SUMMARY OF ORDINANCE NO.
of the City of Gig Harbor, Washington

On _____, 2005 the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the summary of text of which is as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING NEAR THE SHORELINE IN THE CITY'S HEIGHT RESTRICTION AREA, ADOPTING A NEW SECTION 17.46.045 GHMC TO ESTABLISH BUILDING SIZE LIMITS IN THE WATERFRONT RESIDENTIAL (WR) DISTRICT; AMENDING GHMC SECTION 17.48.040 TO ESTABLISH RESIDENTIAL BUILDING SIZE LIMITS IN THE WATERFRONT MILLVILLE (WM) DISTRICT; AND AMENDING GHMC SECTION 17.50.045 ESTABLISH RESIDENTIAL BUILDING SIZE LIMITS IN THE WATERFRONT COMMERCIAL (WC) DISTRICT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR:

The full text of this ordinance will be mailed upon request.

APPROVED by the City Council at their regular meeting of _____ 2005.

BY: _____
MOLLY M. TOWSLEE, CITY CLERK



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: NOTICE OF INTENTION TO COMMENCE ANNEXATION
PROCEEDINGS - NESS AKA RAINBOW BURNHAM LLC
REQUEST (ANX 04-03)
DATE: MAY 23, 2005

INTRODUCTION/BACKGROUND

The city has received a complete Notice of Intention to Commence Annexation Proceedings from Gerald Ness for a proposal to annex approximately thirty four (34) acres of property located west of Burnham Drive NW, north of 96th Street NW and east of Highway 16 adjacent to the existing city limits.

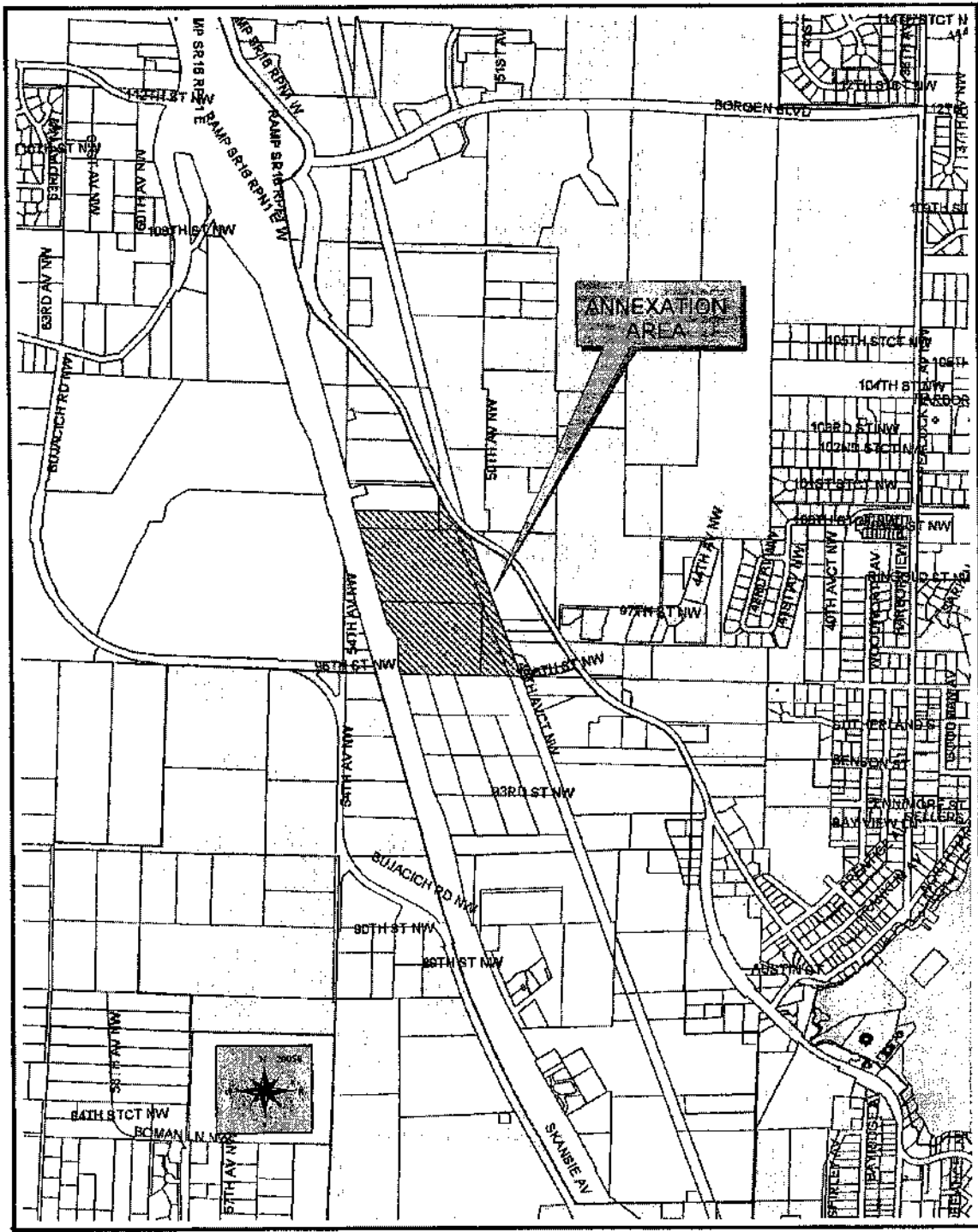
After the filing of the request, no later than sixty (60) days from receipt, the City Council is to meet with the initiating parties to determine:

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require the simultaneous adoption of the zoning for the proposed area in substantial compliance with the proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 981; and
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed.

If accepted, the process will then move forward with the circulation of a formal petition for annexation.

RECOMMENDATION

I recommend that Council set a date of June 13, 2004 to meet with the initiating parties of the Ness Notice of Intention to Commence Annexation Proceedings.



VICINITY MAP
 RAINBOW BURNHAM LLC (ANX 04-03)

**NOTICE OF INTENTION TO COMMENCE ANNEXATION
PROCEEDINGS**

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

Dear Mayor and City Council:

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

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

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

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

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

Resident/Owner Signature	Printed Name	Address & Tax Parcel Number	Date Signed
<i>Gerald I. Ness</i>	GERALD I. NESS	0222313067	2/22/05
<i>Gerald I. Ness</i>	GERALD I. NESS	0222313058	2/22/05
<i>Gerald I. Ness</i>	GERALD I. NESS	0222313053	2/22/05
<i>Gerald I. Ness</i>	GERALD I. NESS	0222313059	2/22/05
<i>Gerald I. Ness</i>	GERALD I. NESS	0222313015	2/22/05

Exhibit A
Ness Annexation Legal Description ANX 04-03

PIERCE COUNTY PLANNING
& LAND SERVICES

APR 04 2005

PIERCE COUNTY

EXHIBIT "A"

PERIMETER DESCRIPTION:

COMMENCING ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE W.M. AT A POINT 259.10 FEET WEST OF THE SOUTHEAST CORNER OF SAID TRACT; THENCE WEST ALONG SAID SOUTH LINE 90 FEET; THENCE NORTHEASTERLY TO A POINT ON THE WESTERLY MARGIN OF BURNHAM DRIVE NORTHWEST WHICH IS 70 FEET NORTH OF THE SOUTH LINE OF SAID TRACT AND THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE SOUTHEASTERLY ALONG SAID WESTERLY MARGIN OF BURNHAM DRIVE NORTHWEST TO THE EAST LINE OF THE TACOMA-CUSHMAN POWER LINE RIGHT OF WAY; THENCE SOUTHEASTERLY ALONG SAID EAST LINE TO THE SOUTH LINE OF AFOREMENTIONED SOUTHWEST QUARTER OF SECTION 31; THENCE WEST ALONG SAID SOUTH LINE TO THE EASTERLY MARGIN OF STATE ROUTE 16; THENCE NORTHWESTERLY ALONG SAID EASTERLY MARGIN TO INTERSECT THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31; THENCE EAST ALONG SAID NORTH LINE TO THE WEST LINE OF THE CITY OF TACOMA TRANSMISSION LINE RIGHT OF WAY; THENCE NORTH ALONG SAID WEST LINE TO THE WESTERLY MARGIN OF BURNHAM DRIVE NORTHWEST; THENCE SOUTHEASTERLY ALONG SAID WESTERLY MARGIN TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO EASEMENTS OF RECORD.

SITUATE IN PIERCE COUNTY, STATE OF WASHINGTON.

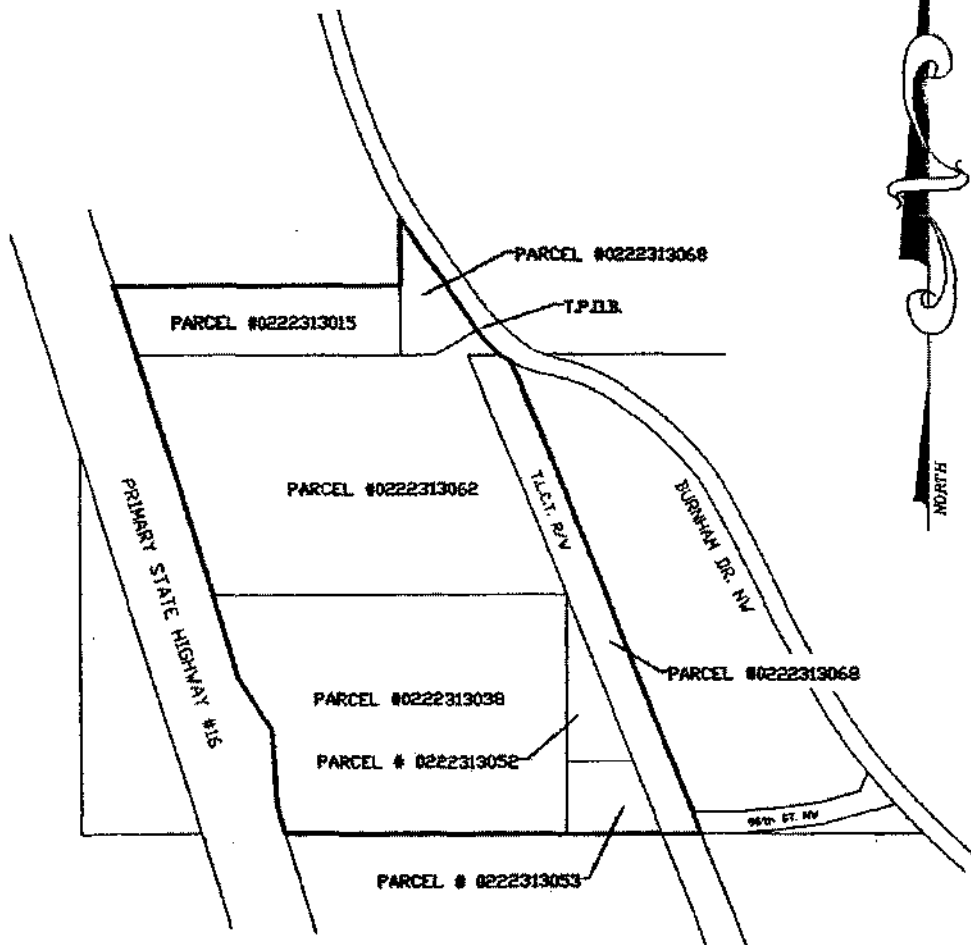
Exhibit B Ness Annexation Map ANX 04-03

PIERCE COUNTY PLANNING
& LAND SERVICES

APR 04 2005

PIERCE COUNTY

EXHIBIT "B"



GRAPHIC SCALE



(IN FEET)
1 inch = 400 ft.



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: STEPHEN MISURAK, P.E. *Stm*
CITY ENGINEER
SUBJECT: STAFF REPORT – RUSHMORE WATER MAIN REPLACEMENT
DATE: MAY 23, 2005

STAFF REPORT

City staff held a public meeting on May 18, 2005 at 6:00 p.m. in the Community Conference Room to discuss the Rushmore Water Main Replacement Project. In an effort to notify the adjacent property owners, businesses and public about this project, the public meeting notification was posted on the city website and approximately seventy notices were mailed to the surrounding property owners. Members of the City Council, Planning Commission and Design Review Board were also notified of the public meeting.

Six citizens attended the meeting as well as four city staff members. George Flanigan, Construction Inspector opened the meeting and explained the scope of the project and asked those in attendance for any questions they may have. Gus Garcia, Associate Engineer, and Dave Brereton, Director of Operations, assisted Mr. Flanigan in answering questions.


Questions were asked in regards to landscape restoration, traffic control issues, the contractor's start and finish dates and roadway reconstruction. The questions were answered to the satisfaction of all those in attendance and the meeting adjourned at 7:00 p.m.

The estimated project start date is June 6, 2005 with an anticipated completion date of the middle of August. Substantial traffic delays are not anticipated.



"THE MARITIME CITY"

ADMINISTRATION

TO: CITY COUNCIL
FROM: MAYOR GRETCHEN A. WILBERT 
SUBJECT: MAYOR'S REPORT
DATE: MAY 23, 2005

This is the first of three Mayor's Reports that will be coming to the Council during the next six weeks.

1. The importance of **Community Participation** in considering the needs and requests for Community Services.
2. The **Progress Accomplished** during the past decade.
3. Recommendations for consideration as Council moves forward with **2006 Budget Planning**.

These reports are coming to lend "food for thought" as we move into the election process.



"THE MARITIME CITY"

ADMINISTRATION

TO: CITY COUNCIL
FROM: MAYOR GRETCHEN A. WILBERT
SUBJECT: MAYOR'S REPORT
DATE: MAY 23, 2005

The Bogue Volunteer Center (BVC) is alive and well. "But what is its purpose?" you ask. The City of Gig Harbor, in cooperation with the Gig Harbor Lions Club, has created another "first". The BVC is a new innovation providing information on volunteer opportunities within our community, and a gathering place for citizens to share ideas. Residents, retirees and students will find a listing of many options. You are invited to drop in and tour the facility.

The Bogue Volunteer Center is located in the former City Planning Building at 3125 Judson Street. Hours of operation are 10:00am to 4:00pm, Tuesday through Saturday; evening meetings may be scheduled. 56 volunteers have signed up to host the BVC. Don't miss the WCI display of 42 pieces of cultural art representing 24 countries. The highlight of your visit will be viewing the display of art by our own Harbor Ridge Middle School students. Two great meeting/conference rooms are available for your neighborhood homeowners groups or non-profit organization. 25 groups have applied and been approved by the city to use the conference rooms at no charge.

Everything in the BVC has been donated or is on loan. The special collections library room focuses on Northwest Cruising, Health & Wellness, the Natural Environment and Arbor Day. You may borrow these books on the honor system. The Center is a great place to visit and just relax comfortably for quiet reading or friendly conversation.

Bring your young children in to choose many free books; take home family-friendly magazines for mom, dad, grandma or grandpa, too. Teachers are coming to the BVC for free books and magazines suitable for their entire class. "Students choose pictures from the magazines to initiate stories and creative writing" they tell me.

A variety of interest groups are being formed. **If any of the following peak your interest, visit the BVC and sign up to share your ideas.**

In tribute to Dolaine Nelson, an interest group is forming to assist students in **learning to plant a vegetable garden** at the Wilkinson Farm (City Park) on Rosedale Street.

An Arbor Day interest group invites urban forest enthusiasts to create awareness of our urban forest within Gig Harbor as **neighbor works with neighbor to reclaim and retain their views.**

The World Cultural Interaction group (WCI) was created to **honor the cultural diversity within our community** and around the world. WCI will partner with the Peninsula School District in continuing education in Cultural Arts & Language. Gig Harbor students and teachers visited Japan and China this year. Are you interested in hosting exchange students? What about your student's interest in visiting the country of their own heritage?

How about pulling that band instrument out of the closet and volunteering to help create a **community marching band** for Gig Harbor and the Maritime Gig parade. March into the Bogue Volunteer Center and let us know your interest.

Any ideas on how we can **resurrect the bowling alley**? This question is being asked by citizens young and old.

An ice arena has been mentioned to me three times in the past month. Bring us your ideas and interest.

Gig Harbor's Altrusa is seeking a variety of local small musical jazz combos who would volunteer their talents in easy-listening music at a few Saturday fundraisers. **These funds would be designated for the kitchen in Gig Harbor's Boys & Girls Club/Senior Center.** The waterfront deck below Marketplace Grill, located adjacent to Anthony's in the Finholm Marketplace, will be available every Saturday afternoon and evening in the months of July and August. Let us know your interest.

Let us remember; almost all of the community services on the peninsula are provided by non profit groups, through volunteer ideas, efforts and funds. Government can be the facilitator; the **people** of Gig Harbor and the Key Peninsula **provide the heart, dedication and vision toward the future.**