

Gig Harbor City Council Meeting

**July 13, 2009
5:30 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, July 13, 2009 – 5:30 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of Jun. 22, 2009.
2. Receive and File: a) Council Worksession June 15, 2009; b) Finance Committee Minutes June 15, 2009; c) EMPG Report; d) GH Police Dept. Bi-annual Report.
3. Liquor Licenses: a) Change of Location: Gourmet Essentials; b) Corrected Application: Brix 25.
4. Re-appointment to the Design Review Board.
5. AWC RMSA Drug & Alcohol Testing Consortium Agreement.
6. Resolution – Small Works Roster Amending Bidding Limits.
7. Eddon Boat Restoration Contract Amendment – SHKS.
8. Eddon Boat – State Heritage Grant Amendment.
9. Well Siting Evaluation Matrix – Consultant Services Contract / Carollo Engineers.
10. Marine Outfall Project Bid Services Contract - Cosmopolitan Engineering.
11. Eddon Boat Sediment Remediation Long Term Monitoring Implementation / Consultant Services Contract.
12. Approval of Payroll for the month of June: Checks #5462 through #5482 in the amount of \$333,199.69.
13. Approval of Payment of Bills for July 13, 2009: Checks #61304 through #61428 in the amount of \$1,093,049.88.

EXECUTIVE SESSION: To discuss potential litigation per RCW 42.30.110(i) and a collective bargaining issue per RCW 42.30.140(4)(a).

OLD BUSINESS:

1. Public Hearing and First Reading of Ordinance – Development Agreement Processing Amendment.

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – Benson Street & Prentice Avenue / Street Vacation (Bacchus).
2. First Reading of Ordinance – Land Use Permit Extension.
3. Resolution – Rejecting Non-Responsive Bid for BB16 Interchange Improvements.
4. SR16 / Burnham Drive Interchange Improvements – Construction Bid Award.

STAFF REPORT:

1. 2010 Budget Balancing Options and 2009 Proposed Furloughs.

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. GH North Traffic Options Committee: Wed. Jul.15th at 9:00 a.m.
2. Operations Committee: Thu. Jul 16th at 3:00 p.m.
3. Boards & Candidate Review: Mon. Jul 27th CANCELLED
4. City Council Meeting: Mon. Jul 27th CANCELLED
5. Planning / Building Committee: Mon. Aug. 3rd CANCELLED
6. Intergovernmental Affairs Committee: Mon. Aug 10th CANCELLED

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING - JUNE 22, 2009

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

CALL TO ORDER: 5:32 p.m.

PLEDGE OF ALLEGIANCE:

EXECUTIVE SESSION: To discuss property acquisition per RCW 42.10.110(1)(c).

Mayor Hunter announced that there was no need for an Executive Session and proceeded with the meeting.

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of Jun. 8, 2009.
2. Receive and File: a) Operations & Public Projects Committee May 21, 2009.
3. Liquor Licenses: a) Renewals: The Keeping Room; Hunan Garden; Kinza Teriyaki; and Spiro's Bella Notte.
4. Sanitary Sewer Facilities Easement and Storm Water Facilities Maintenance Agreement and Restrictive Covenant for the Village at Holly Circle.
5. Resolution – Surplus Equipment.
6. Resolution – *ACHIEVE* Initiative.
7. Resolution - Voluntary Furlough Policy.
8. Resolution - Drug and Alcohol Testing Policy.
9. Drug and Alcohol Testing Procedures.
10. BB16 Interchange Improvements – Temporary Construction Easement.
11. Wastewater Treatment Plant Improvement Project – Surveying Services Consultant Services Contract.
12. Wastewater Treatment Plant SCADA System – On-Call Professional Services/Advanced Industrial Automation.
13. Cushman Trail Ph. 1 Improvements – State Interlocal Agreement.
14. Transportation Modeling On-Call Services for Concurrency Evaluations – Consultant Services Contract.
15. Approval of Payment of Bills for June 22, 2009: Checks #61191 through #61303 in the amount of \$822,679.69.

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

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. First Reading of Ordinance – New Code for Illicit Discharge Detection and Elimination (IDDE). Senior Engineer Jeff Langhelm explained that Agenda Items 1 and 2 are closely related, fairly lengthy documents that would adopt a new stormwater

manual in order to meet requirements of the city's NPDES permit. He said that this first ordinance helps to identify some but not all prohibited discharges and the intent is to enforce through education and outreach; not necessarily through the penalty provisions outlined in the ordinance.

Councilmembers voiced concern with the effect of this ordinance on homeowners and how enforcement would be managed. Mr. Langhelm stressed that the city is not prepared to police discharge into the storm drains but to handle compliance through outreach and public education. If a code violation is reported, staff would try to analyze how much is being discharged then make suggestions on how to prevent future discharge of prohibited materials. He addressed the question of community car washes by explaining that the city is looking into car wash kits that redirect the sudsy water into the sanitary sewer.

2. First Reading of Ordinance – Code Revisions and New Code Relating to Stormwater, Grading, and Civil Permits. Jeff Langhelm then presented the information on this code revision adopting requirements of the city's NPDES Permit that also streamlines the Public Works processes and enhances the transparency of permitting requirements. He referred to the comparison chart to describe some of the proposed changes that are not required by the permit. He answered questions as he went through the comparison chart on each item.

Mayor Hunter commented that this is very similar to the process that has been adopted by Pierce County, adding that both ordinances would be back for a second reading.

3. Public Hearing and First Reading of Ordinance – Mixed Use District Overlay (MUD) Amendments and Area-Wide Rezone (ZONE 07-0006). Senior Planner Jenn Kester presented a brief overview of three ordinances to repeal the current language regarding the Mixed Used District Overlay and replace it with the Mixed Use District Zone. She explained that the primary changes between the current MUD overlay and the MX zone is related to 1) the density; 2) height limitation; and 3) new outright permitted uses and new conditional uses. She explained that the comparison chart included in the packet goes into more detail on the minor changes.

Ms. Kester said that the last two ordinances relate to the map boundaries. She described where the current MUD Overlay effects, then said that the Planning Commission is proposing to stop the new MX Zone at the northern border of Northharbor Business Campus. They propose to allow the underlying zoning of RB-2 and B-2 be retained on the properties south of that. The first ordinance relates to the north portion and the second ordinance removes the overlay from the southerly properties.

Ms. Kester then addressed an "area of difference" of four parcels that staff is recommending be removed from the MUD Overlay Zone but zoned R-1 rather than R-2 to better reflect the heavily constrained buffering due to wetlands. She then said that due to the complexity of the issue, Council can choose to delay action and discuss this

further at the Joint Council / Planning Commission Workstudy Session that has been scheduled in October.

Mayor Hunter opened the public hearing at 6:33 p.m.

Mark Hoppen – 8133 Shirley Avenue. Mr. Hoppen said he is in favor of this in general, but voiced concern with the proposed height. He suggested exploring the incentive for height before adopting the ordinance. He said another thing he would like checked out is the character of the riparian corridors in this area; the buffers may be inadequate for the density that may be imposed. He also said he favors a more residential character for the Southerly reaches of Burnham Drive.

John Chadwell – OPG 19245 10th Ave NE, Poulsbo, WA. Mr. Chadwell said that generally he supports cleaning up the zoning code but he is concerned that the Planning Commission may not have taken traffic into account. He said that they are hoping that the interim improvements will last as long as possible; an effective “upzone” to some of these properties will generate more total trips. He said he hopes that this is considered before this is adopted.

Jenn Kester responded that a specific traffic study was not done for these proposals, but when the GH North Traffic Study was performed, this area was considered as a Mixed Use Zone with 50-75% commercial development. Staff felt that any difference in trips with this new proposal would be slight. She said that they will review the assumptions from the past study and compare with the proposal to see if it warrants another study.

Wade Perrow – 9119 No. Harborview Drive. Mr. Perrow said removing the MUD Overlay has merit because it is confusing then explained that when you remove an overlay from an RB-2 Zone you are effectively down-zoning that property. He asked that Council consider allowing the properties above 96th Street and adjoining the Northharbor Business Campus the same uses as the ED zone rather than RB-2 due to the close proximity and for consistency with the Northharbor Business Campus.

Ms. Kester explained that this would be a request through a Comp Plan Amendment to move the ED Zone south to encompass these four parcels that include the Mini Storage on Burnham, utilities lot and a vacant property owned by Mr. Perrow and Mr. Holmaas.

John Holmaas – 7602 Goodman Drive NW. Mr. Holmaas agreed with comments made by Mr. Perrow saying that he too would like the ED zoning at that location and offered to work with the city to accomplish that at the worksession or during the comprehensive plan amendment time.

Councilmember Kadzik referred to Mr. Holmaas’ letter and commented that it would be up to Mr. Perrow and Mr. Holmaas to request the comprehensive plan amendment. Mr. Holmaas responded that they had hoped that Council would initiate the amendment.

Councilmember Franich said that hopefully Council is moving away from paying for comp plan amendments in the future.

Councilmember Young said that this is unique because removal of the MUD Overlay is in effect a down-zone and what they are requesting is to basically leave it as is, but it requires a comp plan amendment.

Councilmember Conan responded that that is true for every property within the MUD Overlay zone, and this would open it up for each property owner to come and request a rezone.

Shawn Mahdavi – 9690 Burnham Drive. Mr. Mahdavi said he purchased property on Burnham Drive a year ago to build an office for his business but he is running into a problem because it is part of the MUD Overlay area. He explained that the property is 430 feet long and Donkey Creek runs along there; most of the property is wetland. Under the Mixed Use, there is a section that is buildable and so he would like to keep the property under this designation.

Ms. Kester responded that Mr. Mahdavi's property is located in the area that staff is recommending be remove from the Mixed Use Zone and would lose significant uses.

Councilmember Franich asked for clarification on whether the removal of the MUD Overlay results in a downzone.

Ms. Kester explained that analysis of a downzone considers two things; the original uses and density verses the proposed uses and density. She further explained that in the R-1 zones, the removal of the overlay and replacement with the MX Zoning designation results in an upzone because higher density is allowed. Where the overlay is removed from the R-2 zones the same uses will not be allowed, but the density will remain approximately the same. In the RB-2 zones, some uses are being eliminated but the density allowance is increased. She said that it is all about balance when determining whether the removal of the overlay is considered a downzone.

City Attorney Angela Belbeck further explained that it depends on the particular property and the original zoning allowances.

Tom Dolan said that replacing the MUD Overlay with the MX Zone will allow similar uses and slightly higher intensity for residential; a slight upzone. The properties not included in the MX Zone would realize a downzone when the overlay is removed.

Mr. Mahdavi said that most all the property north of his is developed commercial and he bought this a year ago with the understanding he could build an office; if the overlay zoning is removed it is a big hit for him.

There were no further public comments and the hearing closed at 6:55 p.m.

Councilmember Ekberg suggested that due to the major issues that have been brought up tonight that this be discussed further at the October 5th workstudy session.

Councilmember Franich asked what has changed in order to meet the four criteria needed to amend the zoning district map. He said that the findings state that the zoning was adopted in 1997 and very little development has occurred since that time.

Ms. Kester said that conditions can be both what happens to the land and the decision of City Council as a legislative action. She said that Council initiated the review because they felt the MUD Overlay was an inefficient way of zoning. The “condition” that changed was the lack of development during the ten years that the overlay was in effect. She said that the Planning Commission could address these questions at the workstudy session.

Councilmember Young stressed that Council has the authority to change the zoning anytime they want.

Ms. Kester answered further Council questions about the on the land use matrix and comparison chart.

MOTION: Move to table this agenda item until the October 5th Joint Workstudy Session.
Kadzik / Conan – unanimously approved.

4. Public Hearing and First Reading of Ordinance – Height Restriction Area Criteria.

Tom Dolan presented the background for this text amendment that originated as an application submitted by Carl Halsan in 2005. Council held a public hearing in 2008 and staff was directed to work with the applicant to further clarify the intent and remove ambiguities. It came back before Council in March, 2009 and as a result of the public hearing a worksession was held in April. At the worksession staff was directed to amend the intent section of the ordinance to: 1) protect views both from the site and from the adjacent properties; 2) preserve the historic height of structures within the Height Restriction Area; and 3) maintain the bulk and scale of buildings in the Height Restriction Area. Mr. Dolan said that in addition to these amendments, staff has amended the criteria required for the removal of properties from the Height Restriction Area Map to reflect the changed intent.

Mayor Hunter opened the public hearing at 7:07 p.m. No one came forward to speak and so the hearing was closed.

Councilmember Young made a recommendation to create a Height Restriction Area without reference to views. He explained that if this is about scale, size and bulk just take out reference to views, which confuses the issue. He clarified that he wouldn't include criteria for removal from this designated area.

Tom Dolan responded that if there are properties that want to be removed, the criteria would be an identified process.

Councilmember Kadzik agreed with the comments about removal of reference to views, explaining that the recent testimony regarding removal of property from the Height Restriction Area had to do with views from the bay. He added that he thought there should be a process for removing a parcel though, citing the Historical Society Property as an example.

Councilmembers Young and Conan said that removal could be a Council action if the property meets certain criteria, which has to be developed.

Councilmember Franich said he is pleased Council is moving in this direction. He said that Councilmember Young's recommendation sounds like a good idea but because it is a major departure he would like more time to consider the outcome. Councilmember Conan said he thought it was a great solution and he would to see staff work on it.

Councilmember Ekberg agreed that if you remove the reference to views there aren't many examples of why property could be removed from a Height Restriction Area.

Tom Dolan said that staff would make the suggested changes, bring it to the Planning / Building Committee for review and then come back in August or September with another First Reading and Public Hearing.

STAFF REPORT:

Planning Commission's Recommendation on Marina Parking Regulations. Tom Dolan presented the background for the request of the Planning Commission to review whether the parking standards for marinas in the Waterfront Millville District should also be applied to the two other zones that allow marinas; Waterfront Commercial (WC) and Commercial (C-1). The Planning Commission recommends that Council not adopt the more restrictive parking regulations in the other two zones, citing concern that it would create a number of non-conforming uses and would be inconsistent with policies for community design.

Councilmember Kadzik complimented the Planning Commission on their method of review and developing the findings. He asked if the findings are defensible because of the close proximity and similarity between the zones. Ms. Belbeck responded that this clearly has a rational basis and so defensible.

Councilmember Franich stressed that a person should be responsible for parking for those using their facilities; the standard that says you only have to provide parking for the less intense use makes no sense.

Councilmember Kadzik responded using Waterfront Commercial as an example. He said that the upland portion in this zone is downtown retail or commercial and typically, the shared street parking works for both the upland and marina uses.

Councilmember Franich said that his concern is with redevelopment because there is only so much street parking that can be shared. Councilmember Kadzik agreed, and said at that point the city would explore solutions such as a municipal parking lot or a Local Improvement District for a parking lot.

Councilmember Franich then said that without standards there is no mechanism in place to require new development or re-development to provide adequate parking.

Councilmember Conan said that all the existing marinas have abundant parking that isn't being used. He said that an intense upland use may use all the marina parking, but then there would be tenant issues; the market will correct the issue.

Councilmember Franich said that he agreed that the older marinas have lots of parking but newer development will have buildings located on the parking lot and will only have to provide parking for the more intense use. Mayor Hunter said that the rationale is the marina use is limited to weekends and holidays, and the building will use the parking during the week. He agreed that as things redevelop there will be more buildings where the parking lots used to be.

Councilmember Franich said his concern is redevelopment of the Haub property, towards the Harborview Street End, and Gig Harbor Marina. Mayor Hunter suggested a ban on future marinas to balance waterfront use.

Tom Dolan said that the city is currently revising the Shoreline Master Program which includes regulations for the shoreline areas. Staff could have the Stakeholders Committee look at the issue and the comments brought back to the Planning Commission and Council for consideration. Everyone agreed this would be a good approach.

PUBLIC COMMENT:

Mark Hoppen – 8133 Shirley Avenue. Mr. Hoppen voiced surprised at what he heard at the recent worksession. He referred to what happened last year when Administration talked about cutting employees as a means to control the operational expenditures. He said that the recommendation was "spot on" but Council didn't listen, and now will pay a huge price. He explained that no one reacted or said anything last week at the worksession when the numbers were given; Council should be speaking on their own behalf as people who hold the public trust. He continued to say that according to the numbers presented, if we don't buy any property or equipment or don't build or repair streets, the city faces operational deficits of 1.8 million dollars next year. He said each year it's going to get worse; in 2014 there will be a 7 million dollar deficit. Mr. Hoppen continued by saying he checked the average cost of wages and benefits for a full time

Gig Harbor employee which is a little less than \$88,000 per year. He said if you take the operational deficit of 1.836009 and divide it by \$88,000 that will tell you how many employees are at risk next year. He said that the fact that Council didn't deal with this last year risking a smaller number of employees is not something he finds entertaining. He encouraged Council to act now saying they don't have the luxury of waiting six months. He finalized by saying that it's about the health of the employee base and the ability to get the work done; if certain things like pulling weeds or taking down signs doesn't get done it's not going to change a thing...you've got to act.

MAYOR'S REPORT / COUNCIL COMMENTS:

Councilmember Young said that the AWC Legislative Committee is meeting next month and asked if Councilmembers had any thoughts, suggestions or additions for the priority list to let him know.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Parks Plan Update Public Open House & Visioning Workshop: Wed. Jun. 24th at 6:00 p.m.
2. Planning / Building Committee: Mon. Jul 6th at 5:15 p.m.
3. Intergovernmental Affairs Committee: July 13th CANCELLED.

ADJOURN:

MOTION: Move to adjourn at 7:38 p.m.
Franich / Conan – unanimously approved.

CD recorder utilized:
Tracks 1001 – 1031

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

OUTLINE MINUTES

City Council Worksessions

Date: June 15, 2009 Time: 5:30 PM Location: Comm Rm A&B Scribe: Molly Towslee

Members Present:

Mayor: Chuck Hunter

City Council: Steve Ekberg, Derek Young, Jim Franich, Paul Conan, Ken Malich, and Paul Kadzik.

Staff Present: Rob Karlinsey, Kay Johnson, David Rodenbach, David Stubchaer, Mike Davis, Tom Dolan, Jennifer Kester, Paul Nelson, and Molly Towslee. Also present: Judge Dunn and City Attorney Angela Belbeck.

Call to Order at 5:30 p.m.

1) 2009 Budget / 2010 Forecast. City Administrator Rob Karlinsey explained that the forecast is based upon current services, policies, and staffing levels and projects the cost and accompanying revenues out five years. The following are some of the underlying assumptions that go into this forecast:

- No change in 2009 approved staffing levels
- No change in current programs, policies, and service levels
- 2009 Year-End Revenue Projections adjusted based on year-to-date actual
- 2009 Year-End Expenditure Projections reduced as a result of last April's additional administrative budget cuts
- In 2010 and beyond, low to moderate growth in most operating revenues
- No capital or major equipment replacements – this includes no funding for road rehabilitation such as overlays, chip seals, etc.
- One \$500,000 General Fund Transfer to the Civic Center Debt Reserve Fund in 2010 and none thereafter
- Boys & Girls Club Contribution of \$150,000 in 2010 and \$100,000 in 2011

Using a PowerPoint Presentation, he began with the 2009 Year-End Projection before going through an overview of the five-year forecast of Revenues and Expenditures for all funds. He said that to date, the total expenditures are down from 2008 but will come back in 2010 due to the increase in fund transfers and filling vacant positions in the Police Department. He explained that this forecast shows a significant negative fund balance in 2014 and he would like to start working on solutions with Council next month; Staff will do research to put together a menu of options to present on July 13th and at that time Council can give direction for staff to put together a budget based upon that policy direction.

Councilmember Franich asked for a report of how much was spent on consultant fees in 2008 and what is projected for 2009. Councilmember Malich asked for a report of salaries / benefits to be separated out of the General Fund balance. Councilmember Young commented that it's clear that there is more fixing to do, but it will affect the level of service. He said we need to come up with other solutions.

2) Development Agreement Processing Amendment. Senior Planner Jennifer Kester presented an overview of the comments received at the last meeting, and staff's response. She asked for direction from Council on how they wished to proceed.

Length of development agreements

Issue: Staff has proposed 10 years; Mr. Chadwell requested 2 years, particularly for plat. Staff believes this is a policy decision of the Council.

The following issues were discussed:

- Permit management and tracking
- The inability for large projects to complete in a short time period
- Equal protection concerns (Angela Belbeck responded that if you have a rational basis it's okay to do)
- Adherence to future code adjustments
- Length of extensions (concern with committing future councils to a decision)
- Renewal clause – allow five or ten years with the option for another five year extension capability
- How a development agreement protects both the developer and the city
- The importance of developing criteria on a case by case basis
- Who has the authority to extend the permit another five years
- Change in uses over the years

Planning Director Tom Dolan said that staff would work with the City Attorney to draft language that reflects the concerns raised during discussion.

Modification of development standards through a development agreement

Issue: The current GHMC 19.08.010 states that “a development agreement shall be consistent with the applicable policies and goals of the Gig Harbor comprehensive plan and applicable development regulations.” Mr. Chadwell suggests the City should give itself the authority to modify development regulations through a development agreement.

The city attorney advises that development agreements should be consistent with the Comprehensive Plan. Whether development regulations are modified through a development agreement is a policy decision of the Council. Staff notes that staff review time will increase if development regulations are allowed to be modified through a development agreement and review fees may need to increase.

The following issues were discussed:

- Density and uses will be the hardest to regulate
- Benefit of compatibility between gap in zoning designations
- Zoning code offers predictability...this leads to subjectivity
- The need for more zoning designations rather than going this route
- Not enough citizen input – inability to go against land use attorneys
- Future changes in zoning codes and the ability to control future developments through agreements
- Development Agreements can give more protection than zoning code
- The difficulty in down-zoning which take away development rights
- Public noticing concerns
- Development Agreements could require illustration of finished product for public review

Staff to work with the City Attorney to draft an ordinance to include a provision that a development agreement can only be granted if the project is consistent with the Comprehensive Plan.

Development agreements not associated with an underlying permit

Issue: The new process outlined in GHMC 19.08.040 implies that all development agreements are associated with either a legislative action or project permit application; Mr. Chadwell would like the opportunity to present a development agreement prior to submitting an underlying action/permit. Staff believes that this is a policy decision of the Council. Staff notes that review fees may need to increase to accommodate this type of review.

The following issues were discussed:

- Review will require more staff time
- Does this give more authority to the Design Review Board
- Can the agreement come prior to a permit application
- Hearing Examiner may feel their hands are tied
- Good for the developer but city could get into trouble
- Charging for staff time

Staff will draft proposed language for the next meeting for Council review. A list of pros / cons will be included.

Development agreements for action City Council has already entered into

Staff is proposing a change to the new process which would expressly call-out a process for development agreements that come after a final decision on a project permit, such as a development agreement for phasing a final plat after the final plat has been approved. A new 19.08.040(B)(3) is being proposed that would allow the Planning Director to forward a

recommendation to Council for final decision. Ms. Kester explained that there are several approved preliminary plats that may benefit from this mechanism due to the current economy.

Development agreements associated with both legislative and project permit applications

Issue: The new process outlined in GHMC 19.08.040 implies that all development agreements are associated with either a legislative action or project permit application and not both; Mr. Chadwell would like the opportunity to present a development agreement which relates to both legislative and project permit applications.

The City Attorney recommends against such process as the appeal processes for legislative and project permit applications are different. Staff recommends against such process as the timelines for review of legislative and project permit applications are different. The City is statutorily required to process most project permit applications in 90 to 120 days. The City can take as much time as desired in processing legislative actions.

After a brief discussion, the Council agreed with staff on the recommendation to say no to this proposal.

3) Mixed Use District Overlay (MUD) Amendments and Area-Wide Rezone (ZONE 07-0006). Jenn Kester presented information on the recommendation from the Planning Commission to remove the Mixed Use Overlay District and adopt appropriate zoning for the affected areas. She described which properties would be rezoned to the new Mixed Use Zone, and which would remain at their current underlying RB-2 or B-2 zones. She further explained that staff has reviewed the properties on the West side of Burnham and south of 97th and is recommending that they not be rezoned to the Mixed Use District due to environmental constraints. She said that after the public hearing on June 22nd, Council needs to consider the proposed boundaries and standards for the MX Zone. Ms. Kester described some of the changes to uses, setbacks and performance standards for height and density and the rationale behind the recommendations.

The following was discussed:

- Height concerns
- Require mixed use if that is the desired outcome and avoid pockets
- Mixed Use doesn't fit the character of Gig Harbor
- Employment Opportunities in this area to support mixed
- Is this the best area for Mixed Use if MUD didn't work
- Down zoning properties
- Is this a good place for exclusionary criteria for affordable housing
- Unpredictability of the MUD Zone
- Lay out street grid ahead of time

Tom Dolan commented that Council asked the Planning Commission to review this area because the MUD Overlay wasn't working; they were reluctant to just remove the overlay which would take away some property rights. The Mixed Use Zone is the compromise. Ms. Kester stressed that it is up to Council to decide whether to retain the MUD Overlay or adopt the recommendations.

ADJOURN: The meeting adjourned at 8:40 p.m.

**CITY OF GIG HARBOR
COMMITTEE OUTLINE MINUTES**

City of Gig Harbor Finance and Safety Committee
(Council Committee Ekberg, Malich, and Young)

Date: June 15, 2009

Time: 4:00 p.m.

Location Community Rooms A & B

Scribe: Jaci Auclair

Commission Members and Staff Present: Ken Malich, Derek Young, Steve Ekberg, Rob Karlinsey, Dave Rodenbach, Dick Bower, Mike Davis, Paul Nelson and Jaci Auclair.

Absent:

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
NEW BUSINESS		
1. FEMA Performance Grant	Building & Fire Safety Director Dick Bower introduced his proposal to purchase an emergency supply trailer (originally budgeted for 2009, but later cut) with newly acquired FEMA grant funds. The trailer, stocked with cots, food, water and other supplies, would be set up at Chapel Hill Church to be used by city responders and others.	Committee members were in favor of the use of these funds for a trailer, but reminded staff of the importance of following proper purchasing procedures.
2. Inattentive Driving Fine	Court Administrator, Paul Nelson, introduced his proposal to increase the "Inattention to Driving" fine from \$100 to \$250 in order to bring the fine more in-line with other comparable driving offenses. All resulting revenue returns to the city.	Committee members were in favor of the increase.

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up <i>(if needed)</i>
3. Revenue Update	<p>City Administrator, Rob Karlinsey, presented year-to-date revenue figures, down -12.7% compared to a projected -7.5%. Mr. Karlinsey attributes the decline primarily to the decrease in sales tax. The adjusted projection for 2009 is -15%.</p> <p>Mr. Karlinsey also described how building permit and plan check fees continue to be down as well as utility connection fees.</p>	None at this time.
4. Drug and Alcohol Testing Policy and Procedures	<p>Rob Karlinsey re-introduced the proposed drug and alcohol testing policy for Commercial Drivers License (CDLs) holders in accordance with newly implemented Federal law. He then reviewed the results of his meetings with employee guild representatives regarding the policy.</p> <p>Essentially, the city administrator and guild representatives agreed with the idea of disciplinary action for potential violators rather than implementing a harsher “zero-tolerance” policy, providing paid leave until testing results are confirmed, and that any follow-up testing should be paid by the employee.</p> <p>Mr. Karlinsey stated that City Attorney, Scott Snyder, has reviewed and commented on the policy. Once final revisions are made, a resolution will be</p>	Bring policy to council for approval.

Next Meeting: September 21, 2009 at 4:00 p.m.

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
	needed from council to adopt the policy and amend the employee contract.	
5. Voluntary Furlough Policy	<p>Mr. Karlinsey presented a draft voluntary furlough policy for committee review and comment. Voluntary furloughs by staff could be yet another cost-saving measure during this difficult economic situation.</p> <p>After some discussion, it was agreed that the policy should be presented to council for consideration.</p>	Present resolution to council for consideration and approval.
6. 2010 Budget Preparation Calendar	Mr. Karlinsey presented to the committee the 2010 Budget Preparation Schedule for their information.	None at this time.
7. Personnel Policy Housekeeping Amendment to Align with Recent Guild Contract Changes	Mr. Karlinsey presented two personnel policy amendments regarding hours of work and overtime calculations. These amendments are for “housekeeping” purposes to align the policy with recent guild agreement changes.	None at this time.
Meeting adjourned at 5:45 p.m.		

Next Meeting: September 21, 2009 at 4:00 p.m.

City of Gig Harbor
Building/Fire Safety Department
3510 Grandview St.
Gig Harbor, WA 98335

Memo

To: Finance and Safety Committee
From: Dick J. Bower, CBO – Building/Fire Safety Director
CC: Rob Karlinsey
Date: 06.15.09
Re: Emergency Management Performance Grant Staff Report

Due to budget concerns in 2009, the City terminated its contract for Emergency Management with Pierce Co. To maintain compliance with State law, which mandates that we either contract for or provide our own emergency management program, we submitted our Comprehensive Emergency Management Plan to the State Emergency Management Department and received approval in January, 2009 making Gig Harbor an independent emergency management agency.

With that new status the City became eligible for the FEMA Emergency Management Performance Grant (EMPG) program. The EMPG program provides funds on an annual basis for emergency management activities to local jurisdictions with emergency management responsibilities. The funds are provided to increase the emergency management budget and capabilities and may not be used to supplant existing budgeted funds. The program provides funding from a statewide pot of money passed down from FEMA to EMD based proportionately on the local grantees emergency management budget compared to its overall general fund budget. We were able to fast track an application for EMPG funds for 2009 and recently completed the paperwork to receive a 2009 allocation of approximately \$19,000.00.

In 2009 the department proposed budgeting for an emergency supply trailer stocked with cots, food, water and other supplies that would be needed to provide shelter to City employees active in a response and stationed at the Civic Center or alternate City Emergency Operations Center location. That proposal was not pursued due to funding restrictions.

With the EMPG money, we now have the opportunity to move forward with this resource using new grant money earmarked by the source for emergency management purposes. Our earlier estimates for the fully stocked trailer total \$17,310.00, which is within the available funding from the EMPG grant program. This resource is eligible for EMPG fund use under our scope of work approved by the State. If pursuing this option is approved by the Council, we will revisit the plan to assure the wisest use of the funds in stocking the trailer, and to determine how to use any residual money from the grant.

Other options considered for this money included a large format scanner, 2-way radios, and a low-power AM band community notification radio station.

We are requesting the Committees direction on how to proceed with utilizing the EMPG funds i.e. pursue the trailer and supplies; consider one of the other options; or consider another option of the Councils choice. Details of the trailer and supplies as well as the other options considered will be available at the committee meeting on Monday.



POLICE

TO: MAYOR CHUCK HUNTER AND CITY COUNCIL
 FROM: CHIEF OF POLICE MIKE DAVIS *MD*
 SUBJECT: 2009 2nd QUARTER COUNCIL REPORT
 DATE: July 13, 2009

As you are aware we continue to experience staffing challenges. We currently have one officer on unpaid administrative leave, one open officer position currently being left unfilled due to budget issues and two officers on extended medical leave. The Lieutenant will be working a regular patrol swing shift until we stabilize our staffing levels.

We have not heard any news on our COPS Hiring Recovery Grant (CHRP) submittal. Awards will be announced by September 30th, 2009. I'm not optimistic we will be awarded any money with this hiring grant. There were a tremendous number of applications totaling over 8.4 billion dollars in requests. Only 1 billion dollars is available for this hiring grant program.

We received the award notice for the Justice Assistance Grant Recovery Grant (JAG) we submitted earlier this year. We were awarded \$11,233.00. We are using this money to upgrade our report room computers and purchase the remaining equipment and hardware needed to fully transition into the Sector program. This is the program that allows officers to complete and transmit infractions and collision reports electronically through the use of a scanner and printer in their patrol vehicles.

DEPARTMENTAL ACTIVITIES

- June 2009 YTD ***calls for service*** when compared to June 2008 YTD ***calls for service*** show a decrease in calls for service of 77. This decrease is probably due to the staffing shortages we have experienced for most of this year. With fewer officers working-- discretionary police actions (i.e. on-view arrests) are reduced.
- June 2009 YTD we have had 14 more ***reports written*** by our officers than in June 2008 YTD.
- ***DUI arrests*** in June 2009 YTD were down by eleven compared to June 2008 YTD. Our ***traffic infractions*** are up by 166 so far this year; and our ***criminal traffic citations*** are up by 10. Our ***traffic accidents*** in June 2009 YTD have decreased by 29 accidents when compared to June 2008 YTD. This is good news and may be partially attributed to the increase in traffic enforcement by our officers.
- June 2009 YTD statistics show our ***misdemeanor*** arrests are up by two (2) and our ***felony arrests*** are down by 23 when compared to the same period in 2008.

- During the first quarter we found our Concealed Pistol License (CPL) applications were up 100% through the 1st quarter of 2009, when compared to 2008. Last year we issued 8 CPLs through the first quarter and through the 1st quarter of 2009 we had issued 16. Looking at the second quarter it appears our CPL applications have slowed down. The first half of 2008 saw 28 application and the first half of 2009 has seen 24 applications. It seems the economy has affected gun ownership as well.

Category	June 2009					
	June 2008	June 2009	Change	YTD 2008	YTD 2009	Change
Calls for Service	780	710	-70	3977	3900	-77
General Reports	154	163	9	1027	1041	14
Criminal Traffic	17	32	15	147	189	42
Infractions	86	81	-5	613	779	166
Criminal Citations	12	18	6	94	104	10
Warrant Arrests	2	2	0	22	19	-3
Traffic Reports	11	12	1	107	78	-29
DUI Arrests	6	4	-2	42	31	-11
Misdemeanor Arrests	43	43	0	255	257	2
Felony Arrests	9	3	-6	57	34	-23

MARINE UNIT: In APRIL 2009, the Marine Unit spent 63.5 hours performing in-house training and familiarization with the new patrol boat. In MAY 2009, the Marine Unit accounted for 85.5 hours of patrol time. This was the first full month of regularly scheduled patrols.

Notable events during the second quarter of 2009:

- The MSU responded to two reports of a boat on fire in the harbor. Both times, this was the same boat starting an on-board pellet stove that created a massive smoke cloud in the harbor.
- Officer Douglas responded to assist a female who had attempted suicide by jumping off a local dock and attempting to drown herself. She was conscious and was transported to the hospital for follow-up.
- We dewatered a sinking derelict sailboat in the harbor twice. This boat is continuously taking on water from an internal leak. This boat is anchored

(barely) on the county side of the harbor, but represents both a navigation and pollution hazard to our jurisdiction. We have been in contact with the owner of the sailboat who promises to take care of it. We have also advised the Pierce County Sheriff's Department of this ongoing hazard.

- The MSU transported personnel from the Department of Revenue for an overview of the boats in Gig Harbor. This sometimes leads to revenue to the city via fines levied by the Department of Revenue against people who refuse to register their boats (or do so in a fraudulent manner). As of this report, we are expecting a \$1000 check for our portion of a fine levied against one boat. There are several other cases pending.
- We received approval of a continuing state grant to fund most of our patrol hours through 2010.
- We continued to develop a stronger working relationship with Pierce County Fire District 5 and developed some basic protocols for a joint response to a marine emergency. PCFD5 placed some equipment on the patrol boat for their use in a future response.
- Officer Douglas, Chapman and Busey participated in a Department of Emergency Management regional emergency response drill. The extraordinary fuel and personnel costs are being reimbursed by DEM for our participation in this event. This exercise provided some additional training time for our boat crew at no cost to the city.

RESERVE UNIT: Reserves Ed Santana and Lori Myers put in over 140 hours supporting our department during the second quarter. We are not actively recruiting additional reserves at this time due to budgetary issues.

COPS(Citizens Offering Police Support): Our newest C.O.P.S. volunteer, Dennis Schaumann was welcomed into the program in June. Connie Easley has compiled a new C.O.P.S. handbook that provides general guidance for our volunteers in the program. We are working toward getting the volunteers trained in radio use and vehicle operation. They will soon be addressing disabled parking violations. Sergeant Kelly Busey is currently serving as the supervisor of the unit.

NARCOTIC K-9 PROGRAM: In May, K-9 Maher was certified with the Washington State Police Canine Association. This is in addition to the Pacific Northwest Detector Dog Association that he certified with in February.

Maher recently alerted to the trunk of a vehicle that was stolen. After a search warrant was received, he found approximately ¼ lb of Marijuana, a stolen pistol from Longview WA and 5 ecstasy pills in the trunk. Maher also alerted to \$800 dollars cash.

Officer Dennis has deployed Maher on several traffic stops in the City of Gig Harbor but did not get any alerts. They also did a demonstration for the Boy Scouts in Gig Harbor.

Below are the officer response times for our Priority 1, 2 and 3 calls for the 2nd Quarter of 2009. Priority 1 calls are the most serious calls and usually involve an in-progress crime. Our 2008 end of year average response time to all calls was 6.67 minutes. Our average response time to all calls for the 1st Quarter of 2009 was 6.9 minutes. Our average response time to all calls for the 2nd Quarter of 2009 was 7.2 minutes.

	P1	P2	P3
January	4.6	6.6	11.6
February	4.4	6.5	10.2
March	2.99	6.33	8.86
April	7.84	7.06	8.04
May	3.81	7.51	9.58
June	5.39	7.35	8.38
July	0	0	0
August	0	0	0
September	0	0	0
October	0	0	0
November	0	0	0
December	0	0	0
Totals	23.64	34	48.28
YTD Response Times	4.73	6.80	9.66

Below you will find the reported traffic accidents for the second quarter of 2009. We are tracking the accidents in the north end roundabouts to determine the impact the new St. Anthony's Hospital has had on particularly the Burnham-Borgen roundabout. The 2nd quarter in 2008 had five (5) accidents in the Burnham roundabout and in the 2nd quarter in 2009 we saw seven (7). So, the conclusion at this point continues to be the increased traffic from the hospital has not caused a large number of additional accidents within our roundabouts.

TRAFFIC ACCIDENTS FOR 2 nd QUARTER 2009					
DATE	TIME	LOCATION	CROSS STREET	TYPE	INJURY
4/2/2009	17:20	Olympic Drive	Hollycroft St.		Y
4/3/2009	14:00	Bujacich Rd.	54th St. NW	Broken Axle	N
4/3/2009	17:06	Pioneer Way	Grandview St.	H&R	N
4/4/2009	16:30	Harborview Dr.	Stinson Ave.	Stop & Yield sign damaged	N
4/6/2009	14:44	Burnham Dr.	Sehmel Dr.	before entering RAB	Y
4/7/2009	17:09	Harborview Dr.	Burnham Dr.	Rear end	N
4/9/2009	17:15	Pt.Fosdick Dr.	4800	Exit Safeway P/L	Y
4/10/2009	19:20	Canterwood Blvd.	Borgen Blvd.		Y
4/13/2009	9:00	56th St. NW	3211	H&R	N
4/12/2009	9:00	Skanise Ave.	7700	H&R	N
4/13/2009	17:12	Burnham Dr.	Sehmel Dr.		Y
4/16/2009	15:13	Olympic Dr.	5000		N
4/17/2009	6:00	Borgen Blvd.	Harbor Hill Dr.	Roundabout	N
4/18/2009	0:55	Hunt St.	Wollochet Dr	H&R	N
4/20/2009	16:18	Pt. Fosdick Dr.	45th St. Ct. NW	left turn	N
4/20/2009	16:17	Pt. Fosdick Dr.	4700	H&R	N
4/21/2009	10:45	Pt.Fosdick Dr.	5300	left turn	Y
4/19/2009	8:00	Skansie Ave.	7700	H&R /non collision	N
4/22/2009	15:34	Pioneer Way	Stinson Ave.	left turn	N
4/22/2009	15:50	Olympic Dr.	Pt. Fosdick Dr.	H&R	Y
4/23/2009	9:45	Pt. Fosdick Dr.	4700		N
4/26/2009	17:00	Vernhardson St.	N. Harborview Dr.	H&R	Y
4/27/2009	20:24	Harborview Dr.	2800		N
5/2/2009	12:30	Olympic Dr.	Hollycrost St.		N
5/2/2009	16:00	Pt. Fosdick Dr.	4815	H&R	N
5/3/2009	8:40	46th Ave.	Hunt St.		Injury
5/6/2009	12:08	Pt.Fosdick Dr.	5114	H&R	N
5/6/2009	14:35	Soundview Drive	6817		N
5/11/2009	17:29	Olympic Dr.	Pt. Fosdick Dr.		N
5/13/2009	16:55	Soundview Dr.	7100		N
5/15/2009	13:45	Judson Street	3110	H&R	N
5/15/2009	16:00	Pioneer Way	Stinson Ave.		N
5/15/2009	1655	Soundview Dr.	5900		N
5/18/2009	14:07	Rosedale Street	5101		N
5/22/2009	16:45	Kimball Drive	6908	H&R	N
5/22/2009	17:45	Harbor Hill Drive	10990	H&R	N
5/26/2009	16:00	Pioneer Way	7201	H&R	N
5/27/2009	14:00	Point Fosdick Drive	4700		N
5/27/2009	19:22	Pioneer Way	Edwards		N
5/28/2009	16:00	Borgen Blvd.	5120	H&R	N
5/28/2009	18:56	Point Fosdick Drive	4800		N

TRAFFIC ACCIDENTS FOR 2 nd QUARTER 2009 (CONT)					
DATE	TIME	LOCATION	CROSS STREET	TYPE	INJURY
6/2/2009	15:30	Borgen Blvd.	Burnham Dr.	Roundabout	N
6/3/2009	9:20	Kimball Drive	6800	H&R	N
6/4/2009	11:45	Borgen Blvd.	51st Ave.	Roundabout	N
6/5/2009	16:00	Borgen Blvd.	Burnham Dr.	Roundabout	N
6/6/2009	10:20	Burnham Dr.	Borgen Blvd.	Roundabout	N
6/6/2009	16:10	Rosedale Street	3226		N
6/9/2009	10:54	Borgen Blvd.	5100	Roundabout	N
6/9/2009	17:56	North Harborview Drive	Harborview Dr.		N
6/11/2009	14:10	Rosedale Street	5101		N
6/11/2009	9:00	35th Ave.	5402 #G204	H&R	N
6/13/2009	21:51	Wollochet Dr.	Hunt St.	H&R	N
6/12/2009	12:00	Borgen Blvd.	5100	H&R	N
6/12/2009	12:00	Harbor Hill Rd.	10900	H&R	N
6/17/2009	14:33	Rosedale St.	5101		N
6/19/2009	8:50	Burnham Dr.	Canterwood Blvd.	Roundabout	N
6/19/2009	19:43	Point Fosdick Drive	4628	H&R	N
6/20/2009	9:30	Point Fosdick Drive	4751	H&R	N
6/20/2009	20:42	Burnham Dr.	Borgen Blvd.	Roundabout	N
6/21/2009	12:05	Borgen Blvd.	11330		Y
6/23/2009	11:45	Soundview Dr.	5900		N
6/23/2009	15:05	Wollochet Dr.	7000		Y
6/26/2009	19:12	Borgen Blvd.	Burnham Dr.	Roundabout	N
6/26/2009	20:15	Borgen Blvd.	Harbor Hill Dr.	Roundabout	N
6/28/2009	22:45	Skansie Ave.	Rosedale	H&R	N
6/29/2009	14:00	56th St. Ct. NW	5225	H&R	N

2009 2nd Quarter Crime Mapping Report

Year-to-date through May 2009 there were 512 incidents within Gig Harbor. June statistics were not available when this report was submitted. As you can see the crime of theft is up-- most notably our non-residential burglaries (commercial burglaries) continue to be up by 200%. The first quarter saw a 266.7% increase in commercial burglaries.

Kidnap/Child Lure					
	May 2008	May 2009	Year-To-Date (through May 2008)	Year-To-Date (through May 2009)	Year-To-Date Percent Change
Child Luring	0	0	0	1	N/A
Kidnapping (restrain or abduct)	0	0	0	0	0%
Kidnap/Child Lure Total:	0	0	0	1	N/A

Violent Crimes					
	May 2008	May 2009	Year-To-Date (through May 2008)	Year-To-Date (through May 2009)	Year-To-Date Percent Change
Aggravated Assault	0	0	3	3	0%
Non Aggravated Assault	5	3	19	12	-37%
Homicide	0	0	0	0	0%
<i>Business Robbery:</i>	0	0	0	0	0%
<i>Residential Robbery:</i>	0	0	0	1	N/A
<i>Street Robbery:</i>	0	0	0	4	N/A
<i>Other Robbery:</i>	0	1	0	2	N/A
Robbery	0	1	0	7	N/A
Violent Crimes Total:	5	4	22	22	0%

Property Crimes					
	May 2008	May 2009	Year-To-Date (through May 2008)	Year-To-Date (through May 2009)	Year-To-Date Percent Change
<i>Residential Arson:</i>	0	0	0	0	0%
<i>Non-Residential Arson:</i>	0	0	0	0	0%
Arson	0	0	0	0	0%
Motor Vehicle Theft	2	2	9	6	-33%
<i>Gas Station Runouts:</i>	0	0	4	0	-100%
<i>Mail Theft:</i>	0	0	1	2	100%
<i>Shoplifting:</i>	8	6	27	32	19%
<i>Theft from Vehicle:</i>	11	4	44	40	-9%
<i>Trailer Theft:</i>	0	0	0	0	0%
<i>Boat Theft:</i>	0	0	0	2	N/A
<i>Other Theft:</i>	8	2	34	18	-47%
Theft	27	12	110	94	-15%
<i>Residential Burglary:</i>	3	0	9	7	-22%
<i>Non-Residential Burglary:</i>	1	2	5	15	200%
Burglary	4	2	14	22	57%
<i>Residential Vandalism:</i>	19	10	58	49	-16%
<i>Non-Residential Vandalism:</i>	0	0	5	1	-80%
Vandalism	19	10	63	50	-21%
Property Crimes Total:	52	26	196	172	-12%

Drug Crimes					
	May 2008	May 2009	Year-To-Date (through May 2008)	Year-To-Date (through May 2009)	Year-To-Date Percent Change
Drug Possession (Methamphetamine)	1	0	3	2	-33%
Drug Sale/Manufacture (Methamphetamine)	1	0	1	1	0%

Drug Possession (Other)	7	2	31	21	-32%
Drug Sale/Manufacture (Other)	1	0	3	4	33%
Drug Crimes Total:	10	2	38	28	-26%

Warrant Arrests, Fraud, Traffic, and Other Incidents					
	May 2008	May 2009	Year-To-Date (through May 2008)	Year-To-Date (through May 2009)	Year-To-Date Percent Change
Weapons Violations	2	0	4	5	25%
Warrant Arrests	8	2	31	35	13%
Fraud or Forgery	7	6	30	36	20%
Criminal Traffic	34	26	196	182	-7%
Liquor Law Violations	3	3	16	14	-12%
Telephone Harassment	0	1	2	4	100%
Intimidation	0	0	6	6	0%
Possession of Stolen Property	3	0	5	5	0%
Warrant Arrests, Fraud, Traffic, and Other Incidents Total:	57	38	290	287	-1%

Other Crimes					
	May 2008	May 2009	Year-To-Date (through May 2008)	Year-To-Date (through May 2009)	Year-To-Date Percent Change
Criminal Trespass	0	0	4	2	-50%
Failure to Register/Sex Offender	0	1	1	1	0%
Simple assaults	1	0	2	0	-100%
Trafficking in Stolen Property	0	0	0	0	0%
Other Crimes Total:	1	1	7	3	-57%

Below are our 2009 2nd quarter performance measures and workload indicators:

2009 2nd Quarter Performance Measures

	2008 2nd Qtr	2009 2nd Qtr	2008 Actual	2009 Estimate
% of citizens who feel safe in general according to survey	n/a	n/a	n/a	80%
UCR Violent crimes per 1000 population	n/a	n/a	1.9	1.5
UCR Property crimes per 1000 population	n/a	n/a	50.09	45
Average police emergency response time in minutes	6.84	7.30	6.67	6.8

Workload Measures

	2008 2nd Qtr	2009 2nd Qtr	2008 Actual	2009 Estimate
Number of dispatched calls for service	1448	1374	8206	8500
Number of office walk in requests for service	541	692	2311	2100
Number of cases assigned for follow-up	40	59	242	220
Number of police reports written	445	446	2088	2500

Note: UCR stats are published yearly

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NOTICE OF LIQUOR LICENSE APPLICATION

Consent Agenda - 3a

RETURN TO:

WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov
DATE: 6/16/09

TO: MOLLY TOWSLEE, CITY CLERK

RE: CHANGE OF LOCATION APPLICATION

from GOURMET ESSENTIALS
5500 OLYMPIC DR #I 102
GIG HARBOR WA 98335-1491

APPLICANTS:

VANILLA BEAN, LLC

EARNHEART, CHERIE LYN
1969-12-15

STEVENSON, BRANDON SCOTT
(Spouse) 1968-08-28

License: 078110 - 1U County: 27
UBI: 602-618-829-001-0002
Tradename: GOURMET ESSENTIALS
New Loc: 3115 HARBORVIEW DR STE A
GIG HARBOR WA 98335-2104

Phone No.: 253-858-7711 CHERIE EARNHEART

Privileges Applied For:
BEER/WINE SPECIALTY SHOP

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

- 1. Do you approve of applicant?
2. Do you approve of location?
3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken?
4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based.

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



NOTICE OF LIQUOR LICENSE APPLICATION

Consent Agenda 3b

RETURN TO:

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

DATE: 7/06/09

DR

TO: MOLLY TOWSLEE, CITY CLERK

CORRECTED

RE: ASSUMPTION
From HARBOR BRIX 25 INC.
Dba BRIX 25 RESTAURANT

APPLICANTS:

MCKENZIE RIVER RESTAURANTS, INC.

License: 074950 - 1U County: 27

UBI: 602-904-472-001-0001

Tradename: BRIX 25 RESTAURANT

Loc Addr: 7707 PIONEER WAY

GIG HARBOR

WA 98335-1132

DOHERTY, CATHERINE L 1967-01-10

LYMAN, THADIUS MICHAEL 1972-08-19

LYMAN, MIKE 1950-06-05

LYMAN, JILL 1955-09-25

Mail Addr: 3507 15TH AVE CT NW

GIG HARBOR

WA 98335-1668

Phone No.: 510-410-0024 KATIE DOHERTY

Privileges Applied For:

SPIRITS/BR/WN REST LOUNGE +

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

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

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE



**Subject: RE-APPOINTMENTS TO
DESIGN REVIEW BOARD**

Proposed Council Action:

A motion to re-appoint Rick Gagliano
To the Design Review Board
until June 30, 2013.

Dept. Origin: Administration

Prepared by: Molly Towslee, City Clerk *MT*

For Agenda of: July 13, 2009

Exhibits: Letter from Mr. Gagliano
Initial & Date

Concurred by Mayor: *CLH June 22 09*

Approved by City Administrator: *RSK 6/22/09*

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head: *TD 6/22/09*

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

INFORMATION / BACKGROUND

Rick Gagliano's term on the Design Review Board expired on June 30th and he submitted a letter asking to be re-appointed.

An ad was placed asking for additional citizen interest; there was no reply.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

As there were no other applicants to interview, the Boards and Candidate Review Committee chose not to meet and made the following recommendation.

RECOMMENDATION / MOTION

Move to: Re-appoint Rick Gagliano to serve on the Design Review Board until June, 2013.



ADMINISTRATION

CITY OF GIG HARBOR DESIGN REVIEW BOARD OPENING

The City is looking for persons interested in serving a four-year term on the Design Review Board. Applicants must be able to read and interpret site plans and elevation drawings.

Persons interested in serving must submit a completed application to the Mayor, City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335. Application may be obtained online at www.cityofgigharbor.net, at the Civic Center, or by calling 851-6170. This a volunteer position not subject to compensation. Application must be submitted by 4 p.m. Thur. June 18th.

City of Gig Harbor
Office of the Mayor/ City Clerk
3510 Grandview Street
Gig Harbor, WA 98335

6/3/09

Mayor Hunter,

My current term at the DRB is closing, and I would like to be considered for re-appointment.

My interest in continuing to work for the Design Review Board is based both in the excitement and satisfaction in seeing substantial and commendable projects brought to completion while involved with the board over the last 4 years, and in the desire to continue to work on a number of new regulations and guidelines that I have helped discuss and develop over this same time period.

These include the new Neighborhood Design areas, improved regulations for large residential development, the creation of new tree retention standards, and most recently the incorporation of past ROW guidelines into the Publics Works standards.

Work on the Citizen's Committee that created the Design Review manual many years ago, as well as applications for many residential and commercial projects within the City while a part of Ratcliffe Gagliano Architecture, have given me a unique view of the DRB and its effect on development in Gig Harbor. While on the Board itself, I have learned even more, and enjoyed getting to know and to discuss the City's development with so many new members of the staff, and with existing and new members of the Planning Commission and City Council.

These relationships, as well as those I have developed with current DRB members, I feel are critical to both effective work on the DRB, and the establishment of a healthy continuum of decision making that is so important to both property owners and the citizens at large.

I hope that you will consider my application for re-appointment, and that I can be a productive participant in the process of continuing to improve on the course of development in Gig Harbor.

Respectfully submitted,



Rick Gagliano



Subject: Drug & Alcohol Testing

Proposed Council Action:

Authorize the City to join the AWC Drug & Alcohol Testing Consortium and Authorize the Mayor to sign an agreement with HealthForce Partners, Inc. for drug & alcohol testing services.

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: July 13, 2009

Exhibits: Agreement

Initial & Date

Concurred by Mayor:

CC 7/2/09

Approved by City Administrator:

PK 7/1/09

Approved as to form by City Atty:

via EMAIL 7/5/09

Approved by Finance Director:

DR 7/2/09

Approved by Department Head:

PK

Expenditure	Amount	Appropriation
Required	Budgeted	Required
See fiscal consideration below		

INFORMATION / BACKGROUND

A Federal law was implemented that requires mandatory drug and alcohol testing for operators of commercial vehicles (i.e., requiring a Commercial Drivers License to operate).

On June 22 the City Council adopted a Drug & Alcohol Testing policy that complies with federal regulations.

In order to implement the policy, the City needs to contract for Drug & Alcohol Testing services. The Association of Washington Cities has established a drug & alcohol testing consortium, and through that consortium, the City of Gig Harbor can contract with HealthForce Partners, Inc. for testing services.

The proposed contract with HealthForce begins on September 1, 2009 and runs for a year. At the end of the one-year period, it will renew automatically unless cancelled by either party. At any time, either party can terminate the agreement by providing 60 days notice.

FISCAL CONSIDERATION

The annual cost for joining the AWC Drug & Alcohol Consortium is \$145 plus \$48 per CDL holder. This annual cost includes the random selection administration as well as the costs of the random tests themselves. Non-random tests (pre-employment, and reasonable suspicion tests, for example) cost additional: \$50 for drug tests and \$35 for alcohol tests.

The City employs approximately 13 CDL holders in Public Works, so the annual minimum cost of joining the consortium will be approximately \$769. (\$148 + (\$48 x 13))

The prorated cost for the remainder of this year will need to be funded through realization of cost savings in the General, Street, and Utility funds. The annual cost for 2009 will need to be budgeted accordingly.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the City to join the AWC Drug & Alcohol Testing Consortium and Authorize the Mayor to sign an agreement with HealthForce Partners, Inc. for drug & alcohol testing services.

Karlinsey, Rob

From: W. Scott Snyder [ssnyder@omwlaw.com]
Sent: Tuesday, June 23, 2009 10:00 AM
To: Karlinsey, Rob
Cc: Angela S. Belbeck
Subject: RE: D&A Testing Agreements

Much better in terms of indemnity and process. Approved as to form. Since the contract relates back to your policies, please send me a copy so that I can have one of our health care attorneys vet the HIPAA issues.

Scott

(ANGELA)

W. Scott Snyder
Ogden Murphy Wallace P.L.L.C.
1601 Fifth Ave., Suite 2100
Seattle, WA 98101
ssnyder@omwlaw.com

206.447.7000
206.447.0215 (fax)

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From: Karlinsey, Rob [mailto:karlinseyr@cityofgigharbor.net]
Sent: Monday, June 22, 2009 4:34 PM
To: W. Scott Snyder
Subject: FW: D&A Testing Agreements

Scott – About a year ago, you gave me your comments on the AWC drug & alcohol consortium contracts. I'm now picking up where I left off. Please scroll all the way to the bottom and work your way up, and also view the attachment. I think the indemnification language has improved in our favor since you last reviewed. Please review again and let me know your thoughts. Thanks.

--Rob

From: Carol Wilmes [mailto:carolw@awcnet.org]
Sent: Monday, June 15, 2009 3:39 PM
To: Karlinsey, Rob
Subject: RE: D&A Testing Agreements

Rob: I made a suggested change to the contract to address adherence to the City's adopted drug & alcohol policies & procedures. It is the AWC Consortium's feeling that ample language exists in the existing contract to address compliance with the stated federal regulations for conduct of testing, especially when adding the

7/7/2009

Karlinsey, Rob

From: Angela S. Belbeck [abelbeck@omwlaw.com]
Sent: Sunday, July 05, 2009 2:07 PM
To: Karlinsey, Rob
Subject: RE: D&A Testing Agreements

Hi Rob. Looks good--basic boilerplate HIPAA provisions. Let me know if you need anything further.
--Angela

From: Karlinsey, Rob [mailto:karlinseyr@cityofgigharbor.net]
Sent: Wednesday, July 01, 2009 5:26 PM
To: Angela S. Belbeck
Subject: FW: D&A Testing Agreements

Angela – you may recall that Scott has approved this attached agreement as to form, but he has asked you to check HIPPA. I've also attached our D&A policy as well as the procedure. Please review. Thanks,

--Rob

From: Karlinsey, Rob
Sent: Monday, June 22, 2009 4:34 PM
To: 'W. Scott Snyder'
Subject: FW: D&A Testing Agreements

Scott – About a year ago, you gave me your comments on the AWC drug & alcohol consortium contracts. I'm now picking up where I left off. Please scroll all the way to the bottom and work your way up, and also view the attachment. I think the indemnification language has improved in our favor since you last reviewed. Please review again and let me know your thoughts. Thanks.

--Rob

From: Carol Wilmes [mailto:carolw@awcnet.org]
Sent: Monday, June 15, 2009 3:39 PM
To: Karlinsey, Rob
Subject: RE: D&A Testing Agreements

Rob: I made a suggested change to the contract to address adherence to the City's adopted drug & alcohol policies & procedures. It is the AWC Consortium's feeling that ample language exists in the existing contract to address compliance with the stated federal regulations for conduct of testing, especially when adding the reference to D&A policies & procedures.

I do not recommend adding language regarding HIPAA. There is ample and appropriate language addressing Individually Identifiable Personal Information, and the protection of that information.

I did highlight the section which references testing of non-random, non-federal testing of employees. Is it the City's intention to conduct reasonable suspicion and post accident testing for your non-CDL employees? If not, then you may wish to delete that language which is highlighted. The deletion of this language may alleviate the concerns of your legal counsel regarding privacy.

SUBSTANCE ABUSE TESTING & MRO AGREEMENT

This Agreement is between HealthForce Partners, Inc. ("HealthForce") and City of Gig Harbor ("Customer"), as a member of the Association of Washington Cities Drug and Alcohol Testing Consortium ("AWC Consortium"). HealthForce and Customer agree as follows:

- 1. **Services to be provided By HealthForce.** HealthForce shall support Customer's workplace drug testing program, as established by the City's Drug & Alcohol Testing Policies & Procedures, by providing the substance abuse testing and Medical Review Officer ("MRO") services listed on **Exhibit A** to this Agreement (the "Services").
- 2. **Term and termination.** The initial term of this Service Agreement shall begin on September 1, 2009 and shall be for a term of one (1) year, and shall be automatically renewed for successive one (1) year terms unless terminated by either party in accordance with the terms hereof. Either party may terminate this Service Agreement with cause by giving the other party 60 days advance written notice. Upon termination, Customer shall pay HealthForce for all services provided up to and including the date of termination as well as any cancellation fees that may apply.
- 3. **Compensation.** Customer shall compensate HealthForce for the Services in accordance with the provisions of **Exhibit B**.
- 4. **Additional Provisions.** This Agreement is subject to the additional General Provisions set forth on **Exhibit C**.
- 5. **Entire Agreement.** This Agreement, including the Exhibits hereto, constitutes the entire understanding and contract between the parties and supersedes any and all prior and contemporaneous, oral or written representations, communications, understandings and agreements between the parties with respect to the subject matter hereof.

HEALTHFORCE PARTNERS, INC.

CITY OF GIG HARBOR

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

Notice Address:

18323 Bothell-Everett Hwy, St 220
Bothell, Washington 98012
Attention: Customer Relations

Notice Address:

3510 Grandview Street
Gig Harbor, WA 98335
Attention: City Clerk

Exhibit A
to
Substance Abuse Testing & MRO Agreement

Services

HealthForce shall provide Customer with support for a drug and alcohol testing program for both commercial drivers (Non-Random Federal) and non-drivers (Non-Federal). For commercial drivers, the program shall include controlled substance and alcohol testing, medical review officer, record keeping and reporting services, and quality assurance in compliance with the current requirements of the U.S. Department of Transportation as set forth at 49 CFR Part 40 (the "DOT Regulations"). For non-drivers, the program shall include controlled substance and alcohol testing (on demand), medical review officer (positive tests only), record keeping and reporting services, and quality assurance.

Controlled Substance Testing.

- HealthForce shall provide, or subcontract for, collection of urine samples at the locations included in the HealthForce collection network (the "Collection Network").
- HealthForce shall provide custody-and-control forms ("CCF") and specimen collection kits for use in collections at each of the locations in the Collection Network.
- All HealthForce employees and subcontractors providing testing services shall have completed training in accordance with DOT regulations and shall perform collections in accordance with the following procedure:
 - Identify employee, secure belongings and inspect pocket contents for adulterants.
 - Select collection kit, instruct employee and escort employee to secured restroom.
 - Receive sample from employee and evaluate volume and temperature.
 - Pour specimen into containers, label and date them in presence of employee.
 - Obtain employee initials on specimen seal and have employee complete second page of CCF.
 - Complete CCF, seal lab copy with specimen and secure for shipment to lab.
 - Provide employee with copy of completed CCF.
- HealthForce shall subcontract with a SAMSHA-certified laboratory to provide analysis of urine specimens in accordance with DOT Regulations. HealthForce shall periodically submit required "blind" specimens to the laboratory on behalf of Customer's employees subject to DOT Regulations.
- HealthForce and Customer shall treat a "failure to submit" as a "positive" drug test under the DOT Regulations, requiring mandatory assessment by a Substance Abuse Professional ("SAP") and follow-up testing as required by the SAP.

Breath Alcohol Testing.

- HealthForce shall provide, or subcontract for, breath alcohol testing at each of the locations in the Collection Network.
- Breath alcohol testing shall be performed by a certified Breath Alcohol Technician using an evidential breath-testing device approved by the National Highway Traffic Safety Administration and results recorded on a US Department of Transportation Alcohol Testing Form (ATF) when applicable. Tests shall be performed in accordance with the following procedure:
 - Perform the breath alcohol test first if a drug test and breath alcohol test are to be

- performed during the same collection site visit.
 - Identify employee, secure their belongings and move to private area for test.
 - Testing procedures are explained and consent section is signed by employee prior to the test.
 - Employee provides deep lung sample and result displayed on testing device is shown to employee.
 - Instrument provides a printed result, which is also shown to the employee, then affixed to the ATF.
 - If result is less than 0.020 gm Alc/210L of breath, technician completes information and signs form and results are faxed then mailed to the DER within 24 hours.
 - If result is 0.020 or greater, a 15 minute wait period is implemented to eliminate any interference from mouth alcohol. Employee must not eat, drink or smoke and is observed during wait period.
 - A confirmatory test is performed no sooner than 15 but within 30 minutes of the original test.
 - If result is still positive, the employee signs a statement on the ATF that they will not perform safety sensitive duties, including driving; DER or designee is notified immediately so that the employee may be relieved of duty and transportation arrangements made.
- The Breath Alcohol Technician shall report confirmed positive tests for commercial drivers operating under 49 CFR Part 382 to the Washington State Department of Licensing within three (3) business days of the confirmed test.
 - Employees who are selected for breath alcohol testing are required to report for testing directly following notification. Any employee failing to report directly shall be regarded as a "failure to submit." HealthForce and Customer shall treat a "failure to submit" as a "positive" drug test under the DOT Regulations, requiring mandatory assessment by an SAP and follow-up testing as required by the SAP.

Medical Review Officer. HealthForce shall provide Customer with an MRO with the following minimum qualifications:

- The MRO shall be a licensed physician knowledgeable in substance abuse disorders, the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs.
- The MRO shall be certified by the American Association of Medical Review Officers or the Medical Review Officer Certification Council.
- The MRO shall be familiar with the Employer's Plan and Policy.

The MRO shall perform for Customer the duties required by the DOT Regulations, as set forth below:

- Receive negative and confirmed positive drug test results from the SAMSHA certified laboratory.
- Request, if needed, a quantitative description of test results.
- Receive and review a certified copy of the original CCF to ensure that it is complete and sufficient of its face.
- Review and interpret confirmed positive test results.
- Inform and conduct a medical interview with the individual with a confirmed positive test result.
- Review the individual's relevant medical history, or any other relevant biomedical factors.
- Give the individual an opportunity to discuss test results, either by telephone or face-to-face.
- Consult with laboratory officials or other drug abuse experts, as necessary.

- Reject urinalysis results that do not comply with the mandatory guidelines.
- Determine whether a result is consistent with legal drug use; report to Customer substance use which may compromise safety.
- Prior to verifying a positive test result, determine that there is clinical evidence, in addition to the urine test, of unauthorized use of any opium, opiate, or opium derivative.
- Notify individual with a verified positive result that the individual has seventy-two (72) hours in which to request a test of the split specimen at another SAMHSA certified laboratory.
- Forward results of verified positive tests to the DER using the elected notification method and be available for consultation with the DER.
- Testify in court or other grievance proceedings, as necessary, regarding verified positive findings.

Reporting. HealthForce shall provide reporting services as follows:

- HealthForce shall report negative drug test results for employees subject to the DOT Regulations to the designated employer representative ("DER") by the next business day after the related sample is received by the lab. Negative drug test results for other employees will be reported to Customer's third party administrator.
- The MRO shall report confirmed positive tests for commercial drivers to the Washington State Department of Licensing within three (3) business days of the confirmed test.
- HealthForce shall provide Customer with an annual report of testing of commercial drivers performed pursuant to this Agreement in a format which meets DOT Information Systems requirements.

Record Keeping. HealthForce shall provide record keeping services as follows:

- HealthForce shall maintain custody of all records related to negative results for testing of employees subject to the DOT Regulations including MRO copy of CCF, lab report, and individual employee drug test letter for a period of one year after the test.
- HealthForce shall maintain custody of all records related to verified positive, substituted or adulterated results including MRO copy of CCF, lab report, Certifying Scientist report, verification letter, any MRO interview notes, and split testing requests for a period of five years after the test.
- In the event that Customer changes MRO relationships, HealthForce shall transfer of all records maintained hereunder to the new MRO within ten working days of receiving notice from Customer of the new MRO's name and address.

Audit Support. In the event that Customer is audited by the United States Department of Transportation, HealthForce will supply a list of employees tested, including name, SSN, date of test, category of test and result, for the requested date range. HFP will also provide breath alcohol testing equipment records, instrument quality assurance plan and technician certifications for applicable HealthForce and subcontractor collection sites.

Quality Assurance.

- HealthForce shall maintain written documentation of all drug and alcohol service policies and procedures.
- HealthForce MRO physicians shall perform monthly internal process audits and quality assurance reviews of at least 5% of all negative drug screen collections.

- HealthForce shall perform regular quality assurance reviews of its business processes related to drug and alcohol screening to track performance and to identify potential areas for process redesign and improvement.
- HealthForce shall perform quarterly proficiency demonstration audits on all of its collectors, and periodic inspections by screening service supervisors, to insure quality and accuracy of collections.
- HealthForce shall conduct periodic review of CCFs to insure that collection issues are detected and addressed.

**Exhibit B
to
Substance Abuse Testing & MRO Agreement**

Compensation

Fee Schedule:

Non-Federal Test, Collection and Laboratory Analysis and MRO	\$50.00 per test
Non-Federal Test, Collection and Laboratory Analysis ONLY	\$40.00 per test
Non- Federal MRO Review	\$40.00 per positive
Non-Federal Breath Alcohol Test	\$35.00 per test
Network Collection Site Set-up Fee (new sites)	\$100.00 per site

Other Fees:

Deposition:	\$350.00 / hour
Expert Witness:	\$350.00 / hour
Medical Consultation:	\$200.00 / hour

HealthForce shall submit monthly invoices reflecting compensation due on the invoice date. Customer shall pay each invoice within 30 days of the invoice date.

Expenses:

Customer shall reimburse HealthForce for the actual cost of materials and supplies provided to Customer and its employees in connection with the delivery of the Services, including the cost of labor used to prepare such materials and supplies (the "Expenses"). Reimbursement for the Expenses shall be due at the end of each month in arrears.

Exhibit C
to
Substance Abuse Testing & MRO Agreement

General Provisions

1. Confidentiality of Individually Identifiable Health Information.

- (a) **Definition.** For purposes of this Agreement, "Individually Identifiable Health Information" has the same meaning as set forth in 42 U.S.C. §1320d, which is any information, including demographic information, collected from an individual that has been received or created by HealthForce and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual and identifies the individual or with respect to which there is a reasonable basis to believe that the information can be used to identify the individual.
- (b) **Restrictions on Use and Disclosure.** HealthForce hereby assures Customer that HealthForce will appropriately safeguard Individually Identifiable Health Information made available to or obtained by HealthForce. Furthermore, HealthForce shall not use such Individually Identifiable Health Information except in furtherance of the purposes set forth in this Agreement. In implementation of such assurance and without limiting the obligations of HealthForce otherwise set forth in this Agreement or imposed by applicable law, HealthForce hereby agrees to comply with applicable requirements of state and federal law relating to Individually Identifiable Health Information and with respect to any task or other activity HealthForce performs on behalf of Customer, to the extent Customer would be required to comply with such requirements.

2. Confidentiality of Business Information.

- (a) **Definition.** For the purposes of this Agreement, "Confidential Information" means all proprietary or confidential information of a disclosing party (including the terms of this Agreement) or held by the disclosing party under an obligation of confidentiality to a third party, which may be disclosed from one party to the other at any time and from time to time during the term of this Agreement. Information shall not be considered Confidential Information to the extent such information: (a) is publicly disclosed through no fault of the receiving party hereto, either before or after it becomes known to the receiving party; (b) was known to the receiving party prior to disclosure under this Agreement, which knowledge was acquired independently and not from the disclosing party hereto (or such party's employees); (c) subsequently disclosed to the receiving party in good faith by a third party who has a right to make such disclosure; or (d) was developed independently of and without reference to the disclosing party's Confidential Information as evidenced by the receiving party's written records.
- (b) **Restrictions on Use and Disclosure.** The parties agree that during the term of this Agreement, and for a period of five (5) years after this Agreement terminates or expires, a party receiving Confidential Information of the other party will (i) maintain in confidence such Confidential Information to the same extent such party maintains the confidentiality of its own Confidential Information and at least a reasonable standard of care, (ii) not disclose such Confidential Information to any third party, (except to its employees or subcontracting providers who reasonably require same for the sole purpose of performing the obligations or exercising the rights of a party hereunder and who agree to be bound by the obligations of confidentiality and non-use set forth herein) without prior written consent of the disclosing party and (iii) not use

such Confidential Information for any purpose except those permitted by this Agreement.

3. **Proprietary Rights.** HealthForce and Customer each recognize that the other holds rights to certain service marks, trademarks, logotypes, trade secrets, copyrighted material, technology, software, services, products and other proprietary information ("Proprietary Property"). HealthForce and Customer each agree that they shall not, without the express prior written consent of the other party, directly or indirectly, outside of the performance and delivery of the Services, use, furnish or otherwise divulge to any person or entity any Proprietary Property of the other party without prior written consent.
4. **Insurance.** HealthForce will maintain Comprehensive or Commercial General Liability Insurance ("CGLI") with a minimum limit of \$1,000,000 combined single limit per occurrence and \$3,000,000 in the aggregate, for claims of bodily injury, including death, and property damage that may arise from delivery of the Services. HealthForce will also maintain professional liability insurance, including errors and omissions, of not less than \$1,000,000 combined single limit per occurrence and \$3,000,000 in the aggregate. In fulfillment of the requirements set forth in this paragraph, HealthForce may elect to be a named insured under an equivalent CGLI or professional liability policy issued to a HealthForce affiliate which provides professional services to HealthForce as a subcontractor in the delivery of the Services.
5. **Subcontractors.** HealthForce may subcontract part of the performance of the Services to third party healthcare providers, provided that each such subcontractor shall be bound by all applicable terms and conditions of this Agreement. Notwithstanding the foregoing, all obligations of Customer under this Agreement shall run only to HealthForce.
6. **Notices.** All notices or other communications hereunder shall not be binding on either party hereto unless in writing and delivered to the other party hereto at the address set forth on the first page of this Agreement. Notices shall be deemed duly delivered upon hand delivery, receipt of facsimile transmission thereof, or receipt of express or overnight delivery thereof at the addresses specified below or three (3) days after deposit thereof in the United States mail, postage prepaid, certified or registered mail. Any party may change its address for notice by delivery of written notice thereof in the manner provided above.
7. **Relationship of Parties.** In performing its duties under this Agreement, HealthForce shall exercise professional judgment free of any direction or control by Customer so long as the terms and objectives of this Agreement are being met. Nothing in this Agreement is intended to create an employment, joint venture, or partnership relationship between Customer and HealthForce.
8. **Amendment.** The parties shall not modify or amend this Agreement except by a written instrument signed by both parties.
9. **Assignment.** Neither party may assign its rights or duties under this Agreement without the prior written approval of the other party, which approval shall not be unreasonably withheld or delayed.
10. **Indemnification.**
 - (a) **Indemnification of HealthForce by Customer.** Customer shall defend, indemnify and hold harmless HealthForce and its officers, directors, shareholders, employees, representatives and agents, from any loss or damage and from and against all claims (including costs of judgments, settlements, court costs and attorneys' fees) asserted against all or any of them resulting from, arising out of, or relating to (a) the failure of Customer, its employees and their dependents, sales representatives, agents or Customers to follow instructions, warnings or recommendations furnished by HealthForce with respect to the Services, (b) misrepresentation by Customer, its

employees, sales representatives or agents to HealthForce, (c) any breach of the terms of this Agreement by Customer or (d) the sole or contributing negligence of Customer, its employees, sales representatives or agents in connection with the performance of the Services.

(b) **Indemnification of Customer by HealthForce.** HealthForce shall defend, indemnify and hold harmless Customer and its officers, directors, shareholders, employees, representatives and agents from any loss or damage and against all claims (including costs of judgments, settlements, court costs and attorneys' fees) asserted against all or any of them resulting from, arising out of or relating to (a) any breach of the terms of this Agreement by HealthForce or (b) the sole or contributing negligence of HealthForce, its employees, sales representatives or agents in connection with the performance of the Services.

(c) **Indemnification Procedure.** The party entitled to indemnification (the "Indemnified Party") under this Agreement shall promptly notify the party obligated to provide such indemnification (the "Indemnifying Party") of any claim for which the Indemnified Party seeks indemnification and the Indemnifying Party shall have the right to conduct the defense or settlement of any such claim at the Indemnifying Party's sole expense, and the Indemnified Party shall cooperate with the Indemnifying Party. The Indemnified Party shall nonetheless have the right to participate in the defense and shall have the right to approve the settlement of any claim hereunder that imposes any liability or obligation other than the payment of monetary damages

11. **Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the state of Washington without regard to another state's choice of law rules. Any suit hereunder shall be brought in Snohomish County, Washington or the U.S. District Court located in Seattle, Washington. Customer hereby submits to the personal jurisdiction of such courts.

12. **Warranty.** HealthForce warrants that the Services will be performed in a professional, workmanlike manner, in accordance with state and federal law, and will substantially conform to the standards set forth in this Agreement at the time of performance, as limited or modified by the disclaimer set forth in Section 13 below. HealthForce does not warrant results or the achievement of Customer objectives for the Services and HealthForce is not responsible for the work or activity of any Customer personnel or for the work or activity of any medical providers other than those providers employed or contracted by HealthForce for the delivery of the Services. HealthForce makes no other warranty, express or implied.

13. **Limitation of Liability.** HealthForce shall not be liable for any indirect, special, consequential, incidental, exemplary or punitive damages arising out of the performance of the Services.



Subject: Resolution – Updating the Small Public Works Process and Amending Bid Limits

Dept. Origin: Public Works

Prepared by: Maureen Whitaker Asst. City Clerk

For Agenda of: July 13, 2009

Exhibits: Resolution

Proposed Council Action: Adopt the Resolution, updating the Small Works Roster process and repealing Resolution No. 750.

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

Table with 3 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values are all \$0.

INFORMATION / BACKGROUND

Recently new legislation was passed that amends RCW 39.04.155 which updates the Small Public Works process and raises the upper limit for use of the Small Works Roster process from \$200,000 to \$300,000.

In addition, the dollar amount requiring notification of all contractors on the roster has also been changed from between \$100,000 and \$200,000 to between \$150,000 and \$300,000.

Resolution No. 750 should be repealed and amended to be consistent with the new state law, which becomes effective on July 26, 2009.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Adopt the Resolution, updating the Small Works Roster process and repealing Resolution No. 750.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON, UPDATING THE SMALL PUBLIC WORKS ROSTER PROCESS; AMENDING THE BID LIMITS TO BE CONSISTENT WITH RECENT CHANGES TO STATE LAW; REPEALING RESOLUTION NO. 750; AND ESTABLISHING AN EFFECTIVE DATE OF JULY 26, 2009.

WHEREAS, RCW 39.04.155 and other laws regarding contracting for public works by municipalities allow certain contracts to be awarded by a small works roster process; and

WHEREAS, the City adopted its small works roster process under Resolution No. 592 on July 22, 2002, as amended by Resolution No. 750 to add the MRSC roster process on April 28, 2008; and

WHEREAS, Chapter 74, Laws of 2009, effective July 26, 2009, amends RCW 39.04.155 to increase the upper limit for use of the small works roster process from \$200,000 to \$300,000, and correspondingly increased the dollar threshold for requiring the City to notify all contractors on the roster when it solicits bids from fewer than all contractors on the roster; and

WHEREAS, the City desires to amend its small works process to be consistent with the authority provided under state law, effective July 26, 2009;

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

Section 1. Resolution No. 750 is hereby repealed.

Section 2. Municipal Research and Services Center (MRSC) Rosters. As provided by contract between the City and MRSC, the City may use the MRSC rosters according to this Resolution. In addition, paper and/or electronic rosters may be kept on file by appropriate City departments. Nothing prevents the City from advertising for any small works roster project or consultant through this procedure without use of the MRSC procedure.

Section 3. Small Public Works Roster. The following small works roster procedures are established for use by the City pursuant to RCW 39.04.155:

1. **Cost.** The City need not comply with formal sealed bidding procedures for the construction, building, renovation, remodeling, alternation, repair, or improvement of real property where the estimated cost does not exceed Three Hundred Thousand Dollars (\$300,000.00), which includes the costs of labor, material, equipment and sales and/or use taxes as applicable.

Instead, the City may use the Small Public Works Roster procedures for public works projects as set forth herein.

The breaking of any project into units or accomplishing any projects by phases is prohibited if it is done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the small works roster process.

2. **Publication.** At least once a year, on behalf of the City, MRSC shall publish in a newspaper of general circulation within the general jurisdiction a notice of the existence of the roster or rosters. Responsible contractors shall be added to appropriate MRSC Roster(s) at any time that they submit a written request and necessary records. The City may require master contracts to be signed that become effective when a specific award is made using a small works roster.

3. **Telephone or Written Quotations.**

A. The City shall obtain telephone, written or electronic quotations for public works contracts from contractors on the appropriate small works roster to assure that a competitive price is established. In addition, the City shall ensure that contracts are awarded to a contractor who meets the mandatory bidder responsibility criteria in RCW 39.04.350(1) as follows:

(1) The bidder must, at the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW; and

(2) The bidder must have a current state unified business identifier number; and

(3) If applicable, the bidder must have industrial insurance coverage for the bidder's employees working in Washington as required by Title 51 RCW, an employment security department number as required in Title 50 RCW and a state excise tax registration number as required in Title 82 RCW; and

(4) The bidder must not be disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3).

The City may establish supplementary bidder criteria under RCW 39.04.350(2).

B. A contract awarded from a small works roster need not be advertised. Invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not to be included in the invitation. This subsection does not eliminate other requirements for architectural or engineering approvals as to quality and compliance with building codes.

C. Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equally distribute the opportunity among the contractors on the appropriate roster. "Equitably distribute" means that the City may not favor certain contractors on the appropriate small works roster over other contractors on the appropriate small works roster who perform similar services.

If the estimated cost of the work is from One Hundred Fifty Thousand Dollars (\$150,000) to Three Hundred Thousand Dollars (\$300,000), the City may choose to solicit bids from less than all the appropriate contractors on the appropriate small works roster but must notify the remaining contractors on the appropriate small works roster that quotations on the work are being sought. The City has the sole option of determining whether this notice to the remaining contractors is made by:

- (1) publishing notice in a legal newspaper in general circulation in the area where the work is to be done;
- (2) mailing a notice to these contractors; or
- (3) sending a notice to these contractors by facsimile or email.

D. At the time the bids are solicited, the City representative shall not inform a contractor of the terms or amount of any other contractor's bid for the same project.

E. A written record shall be made by the City representative of each contractor's bid on the project and of any conditions imposed on the bid. Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by telephone inquiry.

4. **Limited Public Works Process.**

A. If a work, construction, alteration, or improvement project is estimated to cost less than Thirty-five Thousand Dollars (\$35,000), the City may award such a contract using the limited public works process provided under RCW 39.04.155(3). Public works projects awarded under this subsection are exempt from the other requirements of the small works roster process described above and in RCW 39.04.155(2) and are exempt from the requirement that contracts be awarded after advertisement as required by RCW 39.04.010.

B. For a limited public works project, the City will solicit electronic or written quotations from a minimum of three contractors from the appropriate small works roster and shall award the contract to the lowest responsible bidder as defined under RCW 39.04.350 and subsection 3(A) above. In making awards under this subsection 4, the City shall attempt to equitably distribute the opportunities for limited public works contracts among contractors willing to perform the work within the geographic area.

C. The City may use the limited public works process of this subsection 4 to solicit and award small works roster contracts to small businesses that are registered contractors. The City may adopt additional procedures to encourage small businesses that are registered contractors with gross revenues under two hundred fifty thousand dollars annually as reported on their federal tax return to submit bids or quotations on small works roster contracts.

D. For limited public works projects, the City may waive the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW, thereby assuming the liability for the contractor's nonpayment of laborers, mechanics, subcontractors, materialmen, suppliers, and taxes imposed under Title 82 RCW that may be due from the contractor for the limited public works project. However, the City shall have the right of recovery against the contractor for any payments made on the contractor's behalf.

E. After an award is made, the quotations shall be open to public inspection and available by electronic request. The City shall maintain a list of the contractors contacted and the contracts awarded during the previous 24 months under the limited public works process, including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, and the date the contract was awarded.

5. **Determining Lowest Responsible Bidder.** The City shall award the contract for the public works project to the lowest responsible bidder provided that, whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected and the governing body may call for new bids. A responsible bidder shall be a registered and/or licensed contractor who meets the mandatory bidder responsibility criteria established by Section 3(A) of this Resolution, and who meets any supplementary bidder responsibility criteria established by the City.

Section 4. Consulting Services Roster.

1. **Consulting Services.** Consulting services are professional services that have a primarily intellectual output or product and include architectural and engineering services as defined in RCW 39.80.020.

2. **Publication.** At least once a year, on behalf of the City, MRSC shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the consulting services roster or rosters and solicit statements of qualifications from firms providing consulting services. Such advertisements will include information on how to find the address and telephone number of a representative of the City who can provide further details as to the City's projected needs for consulting services. Firms or persons providing consulting services shall be added to appropriate MRSC roster or rosters at any time that they submit a written request and necessary records. The City may require master contracts to be signed that become effective when a specific award is made using a consulting services roster.

3. **Professional Architectural and Engineering Services** The MRSC Rosters will distinguish between professional architectural and engineering services as defined in RCW 39.80.020 and other consulting services and will announce generally to the public the City's projected requirements for any category or type of professional or other consulting services. The City reserves the right to publish an announcement on each occasion when professional services or other consulting services are required by the agency and to use paper and/or other electronic rosters that may be kept on file by appropriate City departments.

Section 5. Effective Date. This Resolution shall take effect July 26, 2009.

PASSED by the City Council this _____ day of July, 2009.

APPROVED:

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

City Clerk, Molly M. Towslee

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

Angela S. Belbeck

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.



Subject: SHKS Contract Amendment for the Eddon Boat Restoration Project

Proposed Council Action: Approve and Authorize the Mayor to execute an amendment with SHKS Architects for the Eddon Boat Restoration Project.

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton
Historic Preservation
Coordinator

For Agenda of: July 13, 2009

Exhibits: SHKS Architects Contract

Initial & Date

Concurred by Mayor: [Signature] 7/7/09
Approved by City Administrator: [Signature]
Approved as to form by City Atty: email "okay"
Approved by Finance Director: [Signature] 7/6/09
Approved by Department Head: [Signature]

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and values: \$44,492.00, \$980,000, \$ -0-

INFORMATION / BACKGROUND

In 2006, the City of Gig Harbor was successful in securing a one million dollar grant from the Washington State Heritage Capital Projects Fund for the restoration of the Eddon Boat Building. SHKS Architects were determined to be the most qualified candidate to do the work and in 2008 their contract was approved. Construction bids came in below what was expected which allowed for the completion of a list of alternate work items. Additionally and after work began, unanticipated structural improvements and repairs were required that included design revisions, materials, extra meeting time and added documentation. The amendment is for that work in the amount of \$44,492.00. (Their original agreement was for \$110,251.00.) The entire amount is reimbursable under the Heritage Grant and is within the scope and budget of our contract with Washington State.

FISCAL CONSIDERATION

The grant from Washington State required a 2 to 1 match which was met through the 2004 Land Acquisition Bond.

BOARD OR COMMITTEE RECOMMENDATION

In 2006 Resolution No. 668 was approved by City Council to file for the Restoration Grant.

RECOMMENDATION / MOTION

Move to: Approve and authorize the amendment to contract the SHKS Architects for the Eddon Boat Restoration Project. The work will be completed by July of 2009.

**SECOND AMENDMENT
TO
AGREEMENT FOR
ARCHITECTURAL/ENGINEERING SERVICES
EDDON BOAT PROJECT**

THIS SECOND AMENDMENT is made to that certain Consultant Agreement, dated June 24, 2008, by and between the CITY OF GIG HARBOR, a Washington municipal corporation (the "City"), and SNYDER HARTUNG KANE STRAUSS Architects, a corporation organized under the laws of the State of Washington (the "Consultant"), located at 1050 North 38th Street, Seattle, WA 98103.

RECITALS

WHEREAS, the City engaged Consultant to perform services in connection with the Restoration of Eddon Boat Building and desires that the Consultant perform additional services in connection with the restoration project; and

WHEREAS, the parties desire to execute a second amendment to the Agreement in order to modify the scope of work to be performed by the Consultant to incorporate additional services and to increase the amount of compensation accordingly;

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

AMENDMENTS

Section 1. **Amendment to Scope of Work.** Section 1 of the Agreement is amended to require the Consultant to perform all additional work described in Exhibit A – Scope of Services, attached to this Amendment, which Exhibit is incorporated herein as if fully set forth.

Section 2. **Amendment to Compensation.** Section II(A) of the Agreement is amended to require the City to pay compensation to the Consultant for the additional services described in Exhibit A to the Amendment in the amount not to exceed Forty-four Thousand Four Hundred Ninety-two Dollars (\$44,492).

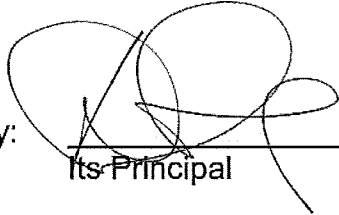
EXCEPT AS EXPRESSLY MODIFIED BY THIS SECOND AMENDMENT,
ALL TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN
FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties have executed this Agreement on
this 7th day of JULY, 2009.

Consultant: SHKS Architects

THE CITY OF GIG HARBOR

By:



Its Principal

By:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

July 6, 2009

Lita Dawn Stanton
 Special Projects Coordinator
 City of Gig Harbor
 Administration
 3510 Grandview Street
 Gig Harbor, WA 98335

Re: Eddon Boat Building Improvements

Dear Lita Dawn,

We are pleased to submit our revised proposal for design phase services for the Eddon Boat Building Restoration Project. Included with this proposal are fees for architectural and consultant services for the structural, interior, exterior, and systems improvements to the Eddon Boatyard Building and Brick House. This proposal also includes fees for added scope and coordination during design and construction phases.

Project Understanding:

Our services will include design and construction documents, bidding, construction contract administration, and project close-out services for building and system modifications. The following is our fee proposal:

Scope of Service:

Basic Consultant Services include architectural, structural, mechanical, and electrical consulting; Additional Services include civil and cost consulting and LEED documentation. Services include initial scope and budget review, design, documentation, bidding phase, construction contract administration and project close-out services. Preparation of post construction as-built record drawings based on Contractor's field notes is an additional service with fees to be quoted later.

The Owner will provide site survey, geotechnical engineering, As-Built drawings in CAD, and other consultant services required for this project when requested by the Architect. The Architect is entitled to rely upon the completeness and accuracy of information and services provided by the Owner and its consultants. Any costs associated with design or construction revisions due to inaccurate or erroneous information provided by the Owner and relied upon by the Architect will be the sole responsibility of the Owner, including any costs for Additional Architectural or Engineering Services.

Meetings with the Owner are limited to four (4) meetings during design and twelve (12) meetings during construction. Travel time to meetings and mileage will be charged as a reimbursable. Scope will also include two (2) meetings with the Building Department. Meetings not specifically identified are an additional service.

Consultant deliverables include drawings and specifications describing the design and are suitable for bidding to qualified general contractors. The Fire Sprinkler System and Security/Fire Alarm system will be bidder designed and engineered. Consultant services will include performance specifications for these bidder designed systems.

Submittals to the Owner are limited to the following:

1. 100% Schematic Design; The Architect will prepare documents consisting of drawings and other documents illustrating the scale and relationship of Project components;
2. 50% Documentation; The Architect will prepare documents consisting of drawings and other documents describing the size and character of the Project;
3. 100% Documentation/Bid Documents; The Architect will prepare documents consisting of Drawings and Specifications setting forth the requirements for the construction of the Project.

FEES, BASIC SERVICES:

Architectural Consulting (SHKS Architects): \$49,628
Services include design, documentation, bidding, construction contract administration, project close-out and consultant coordination for the structural, interior, exterior, and systems improvements to the Eddon Boat Building and Brick House.

Structural (MA Wright): \$16,000
Services include design and documentation of structural repairs and upgrades. Services also include normal construction phase services and coordination with the services of the Architect. Services exclude testing structural members for rot.

Mechanical (Rainbow Consulting): \$6,000
Services include design and documentation of mechanical system improvements. Services also include normal construction phase services and coordination of mechanical services with the services of the Architect. Fire Sprinkler system is bidder designed and engineered.

Electrical Consulting (Travis Fitzmaurice & Associates): \$9,800
Services include design and documentation of electrical system upgrades. Services also include normal construction phase services and coordination of mechanical services with the services of the Architect.

Summary of Basic Services Fees:

Consulting Service Fees:	\$81,428
Consultant Mark Up @ 10%	<u>\$3,180</u>
Sub-Total	\$84,608
Reimbursable Expenses (Estimate)	\$10,000
Total Basic Services Fee Proposal:	\$94,608

FEES, ADDITIONAL SERVICES:

Additional Services: Civil Consulting (WR Consulting, Inc.): \$7,366

Services include design and documentation of site and utility improvements. Services also include normal construction phase services. Services do not include geotechnical services, landscape, or irrigation. Services assume passive water collection and use and no storm drainage detention.

Additional Services: Independent Cost Consulting (Haley Consulting): \$6,400
SHKS recommends adding an independent cost consultant to the design team. Although the Architect has in-house cost consulting capabilities, a professional estimator will have more current and accurate construction cost information. This is an added value to the Owner to help make informed decisions during the project.

Fees for Cost Consulting Services include preparation of construction cost plans at the completion of 100% Schematic Design and 90% Construction Documents. Fee includes one kick-off meeting with Owner and Architect and one update for each cost plan phase. Cost consulting fees exclude reconciliation of cost estimates with those of a General Contractor or other party. Additional updates or modifications of the cost plan based on additional documents or information not initially provided will be an extra cost charged @ \$150 per hour.

Sub-Total of previously approved Additional Services Fees:

Additional Services Fees:	\$13,766
Consultant Mark Up @ 10%	\$1,377
Reimbursable Expenses (Estimate)	<u>\$500</u>
Sub-Total Additional Services Fee Proposal:	\$15,643

Additional Services: AS #1: \$2,150
Services include documentation and coordination required to revise water service design. Fee includes civil and architectural services.

Additional Services: AS #2: \$ 865
Services include documentation and coordination required to review sump pump design. Fee includes civil and architectural services, mark-ups, and reimbursables.

Additional Services: AS #3: \$31,069
Services include additional documentation and coordination required to complete construction documentation and specifications. Fee includes civil, electrical, structural, and architectural services, mark-ups, and reimbursables.

Additional Services: AS #4: \$10,408
Services include documentation and coordination of scope added during construction. Fee includes electrical and architectural services, mark-ups, and reimbursables.

Sub-Total of new Additional Services Fees: **\$44,492**

Total Additional Services Fee Proposal: **\$60,135**

Eddon Boat Building Restoration Project
Gig Harbor
Fee Proposal Letter_revised
July 6, 2009

Consent Agenda - 7

We hope this proposal meets with the City's approval and will be happy to answer any questions you may have. We look forward to getting started.

Respectfully,
Snyder Hartung Kane Strauss Architects, ps Inc.

A handwritten signature in black ink, appearing to read "Jonathan Hartung", written in a cursive style.

Jonathan Hartung
Principal

Cc: David Strauss, Laura Lenss, File.

Eddon Boat Additional Services #3

1/8/2009

Description of Service	Hours	Rate	Total	Total (Consultants)	Dates	Sub-Totals
1 Project Scope Increases						
<i>Public Restrooms</i>						
Laura Lenss	4	\$90	\$360		7/25	
	2	\$90	\$180		7/28	
	2	\$90	\$180		7/29	
	3	\$90	\$270		7/30	
David Strauss	0.25	\$150	\$38		7/24	
	0.5	\$150	\$75		7/29	
	0.25	\$150	\$38		7/31	
<i>Project Admin</i>						
Laura Lenss	5	\$90	\$450			
David Strauss	2	\$150	\$300			
						\$1,890
2 Added City Contacts						
<i>Complexity and Time</i>						
Laura Lenss	54	\$90	\$4,860		Average 2 hours per week	
<i>Project Admin</i>						
Laura Lenss	20	\$90	\$1,800			
David Strauss	6	\$150	\$900			
						\$7,560
3 SHKS Cost-Eng Exercises						
<i>Time</i>						
David Strauss	0.5	\$150	\$75		8/21	
Jonathan Hartung	1	\$150	\$150		8/21	
	0.5	\$150	\$75		9/04	
	0.5	\$150	\$75		9/05	
	0.5	\$150	\$75		9/15	
	1.5	\$150	\$225		9/24	
Laura Lenss	1	\$90	\$90		8/26	
	2	\$90	\$180		8/27	
	1	\$90	\$90		9/02	
	2	\$90	\$180		9/05	
	1	\$90	\$90		9/08	
	3.5	\$90	\$315		9/10	
	2	\$90	\$180		9/11	
	1.5	\$90	\$135		9/12	
	3.5	\$90	\$315		9/15	
	1	\$90	\$90		9/24	
	2	\$90	\$180		9/25	
<i>Project Admin</i>						
Laura Lenss	10	\$90	\$900			
David Strauss	3	\$150	\$450			
						\$3,870
4 As-Built covered to CAD						
<i>Cost</i>						
Laura Lenss	0.75	\$90	\$68		6/23	
	1	\$90	\$90		6/24	
	1.75	\$90	\$158		6/27	
	5.5	\$90	\$495		6/30	
	4	\$90	\$360		7/02	
	2.5	\$90	\$225		7/03	
	2	\$90	\$180		7/07	
<i>Project Admin</i>						
Laura Lenss	6.5	\$90	\$585			
David Strauss	2	\$150	\$300			
						\$2,460
5 Ramp Layout Revisions						
<i>Time</i>						
Laura Lenss	5	\$90	\$450		7/15	
	3	\$90	\$270		7/22	
	5.75	\$90	\$518		07/23	
	2.5	\$90	\$225		07/24	
	4	\$90	\$360		07/25	
David Strauss	4	\$150	\$600		7/16	
	1	\$150	\$150		7/23	
	0.25	\$150	\$38		7/24	
<i>Project Admin</i>						
Laura Lenss	10	\$90	\$900			
David Strauss	3	\$150	\$450			
						\$3,960
6 Secondary Pathway Revisions						
<i>Time</i>						
Laura Lenss	4	\$90	\$360		10/23	
	4	\$90	\$360		10/28	

Consent Agenda - 7

		1.5	\$90	\$135	10/29	
	<u>Project Admin</u>					
	Laura Lenss	3	\$90	\$270		
	David Strauss	1.75	\$150	\$263		
						\$1,388
7	Geotech/Structural Meeting					
	<i>Time and Sub</i>					
	Laura Lenss	2	\$90	\$180	8/15	
	David Strauss	2	\$150	\$300	8/15	
	Mike Wright (Structural)	5.3	\$135		\$716 8/15	
	<u>Project Admin</u>					
	Laura Lenss	4.5	\$90	\$405		
	David Strauss	1.25	\$150	\$188		
						\$1,788
8	Pre-App with DRB cancelled					
	<i>Time</i>					
	Laura Lenss	1	\$90	\$90	9/2	
		0.75	\$90	\$68	9/3	
		2	\$90	\$180	9/4	
	<u>Project Admin</u>					
	Laura Lenss	1.38	\$90	\$124		
	David Strauss	0.5	\$150	\$75		
						\$536
9	SHKS Division 0 Docs					
	<i>Time</i>					
	Laura Lenss	3	\$90	\$270	10/26	
		3	\$90	\$270	10/27	
		4	\$90	\$360	10/28	
		2	\$90	\$180	10/30	
		2	\$90	\$180	11/01	
		5	\$90	\$450	11/05	
	<u>Project Admin</u>					
	Laura Lenss	7	\$90	\$630		
	David Strauss	1.75	\$150	\$263		
						\$2,603
10	Sewer Pump Approval					
	<i>Time and Sub</i>					
	John Rundall (Civil)	5	\$100		\$500	
	Laura Lenss	2	\$90	\$180	10/9	
	<u>Project Admin</u>					
	Laura Lenss	2.5	\$90	\$225		
	David Strauss	0.75	\$150	\$113		
						\$1,018
11	Civil Plan Updates					
	<i>Time and Sub</i>					
	John Rundall (Civil)	4	\$100		\$400	
	Laura Lenss	2	\$90	\$180	11/24	
		2	\$90	\$180	11/26	
	<u>Project Admin</u>					
	Laura Lenss	2.5	\$90	\$225		
	David Strauss	0.75	\$150	\$113		
						\$1,098
12	Electrical Modifications					
	<i>Time and Sub</i>					
	Olena Sapova (Electrical)	8	\$75		\$600	
	Laura Lenss	1	\$90	\$90	11/10	
		0.25	\$90	\$23	11/12	
		2	\$90	\$180	11/18	
		2	\$90	\$180	11/20	
		2	\$90	\$180	11/21	
	<u>Project Admin</u>					
	Laura Lenss	5	\$90	\$450		
	David Strauss	1	\$150	\$150		
						\$1,853
13	Plan sets by SHKS					
	<i>Conformed Set</i>					
	Laura Lenss	2	\$90	\$180	11/20	
		4.25	\$90	\$383	11/21	
	<u>Project Admin</u>					
	Laura Lenss	2.5	\$90	\$225		
	David Strauss	0.25	\$150	\$38		
						\$825
			Sub-Total	\$28,631		\$30,847
			10% Mark-up on consultants		\$2,216	\$222
					\$2,437	\$222
			TOTAL COMPENSATION	\$31,069		\$31,069

Eddon Boat Building
 Additional Services Request #4
 19-May-09

COP#	SHKS <i>Arch</i>	Wright <i>Struct</i>	TFA <i>Elec</i>	Rate	Sub-Total	Consultant Mark-up (10%)	TOTAL	Note
29	1.0			\$95.00	\$95.00		\$95.00	
30	2.0			\$95.00	\$190.00		\$190.00	
31	1.0			\$95.00	\$95.00		\$95.00	
32	1.0			\$95.00	\$95.00		\$95.00	
33	2.0			\$95.00	\$190.00		\$190.00	
34	2.0			\$95.00	\$190.00		\$190.00	
35	1.0	2.0		\$95.00	\$95.00	\$27.00	\$95.00	
				\$135.00	\$270.00		\$270.00	
36	1.0			\$95.00	\$95.00		\$95.00	
37	2.0			\$95.00	\$190.00		\$190.00	
38	4.0			\$95.00	\$380.00		\$380.00	
	4.0			\$95.00	\$380.00		\$380.00	
	1.0		4.0	\$95.00	\$95.00		\$95.00	
				\$100.00	\$400.00	\$40.00	\$440.00	
	2.0		4.0	\$95.00	\$190.00	\$40.00	\$190.00	
				\$100.00	\$400.00		\$440.00	
	1.0			\$95.00	\$95.00		\$95.00	
	2.0			\$95.00	\$190.00		\$190.00	
	3.0			\$95.00	\$285.00		\$285.00	
	1.5			\$95.00	\$142.50		\$142.50	
	1.0			\$95.00	\$95.00		\$95.00	
	4.0			\$95.00	\$380.00		\$380.00	
	12.0	6.0		\$95.00	\$1,140.00	\$81.00	\$1,140.00	Coordination only, Design by Contractor
				\$135.00	\$810.00		\$891.00	
	2.0			\$95.00	\$190.00		\$190.00	
	6.0			\$95.00	\$570.00		\$570.00	
	2.0			\$150.00	\$300.00		\$300.00	
	5.0			\$95.00	\$475.00		\$475.00	
Other Items (already complete)								
	4.0			\$95.00	\$380.00		\$380.00	
	2.0			\$95.00	\$190.00		\$190.00	
	4.0			\$95.00	\$380.00		\$380.00	
		2.0		\$135.00	\$270.00	\$27.00	\$297.00	
	2.0			\$95.00	\$190.00		\$190.00	
	4.0			\$95.00	\$380.00		\$380.00	
	2.0			\$95.00	\$190.00		\$190.00	
	2.0			\$95.00	\$190.00		\$190.00	
	2.0			\$95.00	\$190.00		\$190.00	
TOTAL							\$10,408	

**Eddon Boat Building
Additional Services Request #1
Revision to water service**

2.02.09

Base Scope:

Services to assist in design, documentation and review of revisions to water service from park meter to boat building. Addition of sub-meter between buildings.

		totals

	LL	
Task		
Review options w/ Civil and Mech engineer	1	
Prepare drawings - site demo and site plan	4	
Issue ASI	1	
Miscellaneous communication	1	
Administration	1	
sub-total hours	8	
hourly rate:	90	
subtotal estimated fees:	\$720	\$720
<hr/>		
Consultants		
None		\$0
		\$0
Subtotal consultant fees:		\$1,300
Reimbursable Expenses:		\$0
Markup: 10.00%		\$130
Subtotal Consultants & Markups:		\$1,430
 Total Additional Fees:		 \$ 2,150

**Eddon Boat Building
Additional Services Request #2
Sump Pump design**

3.09.09

Base Scope:

Services to assist in design, documentation and review of sump pump design

		totals
Task	LL	
Review options w/ Civil and Mech engineer	1	
Revise drawings - Site plan	1	
Issue ASI	0.5	
Miscellaneous communication	0.5	
Administration	0.5	
sub-total hours	3.5	
hourly rate:	90	
subtotal estimated fees:	\$315	\$315
Consultants		
None		\$0
		\$0
Subtotal consultant fees:		\$500
Reimbursable Expenses:		\$0
Markup: 10.00%		\$50
Subtotal Consultants & Markups:		\$550
Total Additional Fees:		\$ 865



Subject: Washington State Heritage Grant Agreement #CPF 09-09 for The Eddon Boatyard Restoration Project Amendment No. 1.

Proposed Council Action: Authorize Amendment No. 1 with the Washington State Historical Society (WSHS) and the City of Gig Harbor for the *Eddon Boatyard Restoration Project*

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton
Historic Preservation Coordinator

For Agenda of: July 13, 2009

Exhibits: State Grant Contract Amendment Attachment D

Initial & Date

Concurred by Mayor: CLH 7/8/09
Approved by City Administrator: RSK
Approved as to form by City Atty: dean by email
Approved by Finance Director: DF 7/8/09
Approved by Department Head: _____

Expenditure		Amount		Appropriation	
Required	\$ 980,000	Budgeted	\$980,000	Required	\$ -0-

INFORMATION / BACKGROUND

Eddon Boat Park was acquired through the 2005 Voted General Obligation (UTGO) Bond. As part of the acquisition, the historic boat building was identified for preservation and restoration so that its traditional and culturally significant use, boat building, could also be preserved for the community. In 2006, the State approved the City's \$1 million grant request to restore the boat building for public access.

As part of that work, \$10,000 originally allocated under "construction" expenses has been moved to "project management" expenses that were performed by and will be reimbursed to the City. The amendment also removes Attachment D requirements from the contract.

FISCAL CONSIDERATION

This is a reimbursement grant that is already matched through the 2005 UTGO Bond.

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION / MOTION

Move to: Authorize Amendment No. 1 to contract with WSHS to complete the Eddon Boat Restoration Project.

**CPF 09-09
ATTACHMENT B – Amendment #1
PROJECT BUDGET**

	HCPF Funds	Cash Match
Real Property Acquisition		\$2,233,324
Architectural/Engineering	\$ 144,555	
Construction	\$ 825,445	
Project Management	\$ 10,000	
Total	\$ 980,000	\$2,233,324

CERTIFICATION

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE'S governing body as of the date and year written below, and that the total cost share required for the project shall be in hand by July 1, 2008.

GRANTEE

TITLE

DATE

STATE OF WASHINGTON
WASHINGTON STATE HISTORICAL SOCIETY

CONTRACT AMENDMENT No. 1 TO CONTRACT No. CPF 09-09

CONTRACT No. CFP 09-09 by and between the WASHINGTON STATE HISTORICAL SOCIETY (AGENCY) and the City of Gig Harbor (GRANTEE) is amended as follows.

WHEREAS the AGENCY and the GRANTEE have entered into Contract No. CPF 09-09 for a grant in the amount not to exceed nine hundred eighty thousand dollars (\$980,000.00),

WHEREAS the Contract budget requires amendment to reflect limited but necessary changes to the project,

WHEREAS the AGENCY and GRANTEE agree that it would be prudent to continue performance under the Contract,

The AGENCY and GRANTEE hereby agree as follows: The contract budget shall be amended as in the attached "CPF 09-09/Attachment B – Amendment #1/Project Budget." Attachment D shall be removed from the contract.

All other terms and conditions of this contract remain in full force and effect.

IN WITNESS WHEREOF, the AGENCY and the GRANTEE have signed this contract.

CITY OF GIG HARBOR

WASHINGTON STATE
HISTORICAL SOCIETY

Title

Date

Title

Date

PRE-APPROVED AS TO FORM BY THE STATE ASSISTANT ATTORNEY GENERAL,
SEPTEMBER 14, 2007

**CPF 09-09
ATTACHMENT D
LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED)**

CERTIFICATION

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the project funded by this contract. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to the AGENCY.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE'S governing body or board of directors, as applicable, as of the date and year written below.

Charles J. Futo
GRANTEE

MAYOR
TITLE

3-10-08
DATE



Subject: Well Siting Evaluation Matrix –
Consultant Services Contract/Carollo Engineers

Proposed Council Action: Authorize the award of the consultant services contract to Carollo Engineers in the amount of \$25,368 for preparation of a well siting evaluation matrix.

Dept. Origin: Public Works/Engineering
Prepared by: Jeff Langhelm Senior Engineer *AL*
For Agenda of: July 13, 2009
Exhibits: Consultant Services Contract, Scope, and Fee

Concurred by Mayor: Initial & Date *CLH 7/8/09*
Approved by City Administrator: *ROK 7/8/09*
Approved as to form by City Atty: *BY EMAIL*
Approved by Finance Director: *CP 7/8/09*
Approved by Department Head: *SM 7/7/09*

Expenditure Required	\$25,368	Amount Budgeted	\$110,000	Appropriation Required	\$0
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INFORMATION / BACKGROUND

The City of Gig Harbor requested new water rights for the City’s water system from the Washington State Department of Ecology since August 2000. These additional water rights will allow for future growth in the City’s water service area while continuing meeting the City’s and the Washington State Department of Health’s system reliability policies of pumping redundancy. Ideally the City will have a new well that is capable of 800-1,000 gpm in the event the highest production source (Well #6 at 1,000 gpm) fails.

In 2008 the City requested additional water rights and City Council awarded a contract to drill a shallow new well (Well #10) at Crescent Creek Park in anticipation of creating a new well capable of pumping up to 800 gpm. However, pump tests from the completed well indicate the well is only able to produce 400-500 gpm when the adjacent Well #2 (275 gpm) is turned off. The net result is a new well that reliably would produce a net 125 gpm.

The City has been prepared to proceed with a new deep well (Well #9) adjacent to the Gig Harbor North Tank in the near future. However, with the results of the Well #10 pump test the staff is recommending proceeding with a new deep well immediately. The attached scope and fee would provide a matrix that will assist the City with verifying the siting of this new well and the possible development of Well #10.

With the anticipated high costs of drilling a deep well (approximately \$1,000,000) the proposed matrix will provide a refined analysis of the three items necessary for siting an effective well: hydrogeologic analysis, water rights analysis, and engineering analysis. Staff believes this investment is crucial when contemplating a risk of this nature and magnitude.

FISCAL CONSIDERATION

The 2009 City of Gig Harbor Budget includes funding for this work in the Water Division Capital budget (Fund 420), Item No. 1, "Gig Harbor North Well Site (Well No. 9)". The budget summary for this item is provided in the table below:

2009 Budget for Water Division Capital, Item No. 1 (420-026-594-34-63-99)	\$ 110,000
2009 Expenditures to date	\$ 0
Anticipated 2009 Expenses:	
Well Siting Evaluation Matrix Contract	\$ 25,368
Existing Preliminary Well Permitting/Design Contract (Gig Harbor North Well)	\$ 58,567
Remaining 2009 Budget =	\$ 26,065

BOARD OR COMMITTEE RECOMMENDATION

The draft and fee were presented to the Operations and Public Project Committee at their June 2009 meeting. The recommendation was to present a consultant services contract based on this scope and fee to the City Council for review and approval.

RECOMMENDATION / MOTION

Move to: Authorize the award of the consultant services contract to Carollo Engineers in the amount of \$25,368 for preparation of a well siting evaluation matrix.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
Carollo Engineers**

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

RECITALS

WHEREAS, the City is presently engaged in the Well #9 Project and desires that the Consultant perform design and engineering services necessary to provide the following consultation services; and

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

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

TERMS

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

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed **Twenty Five Thousand, Three Hundred and Sixty Eight Dollars and Zero Cents (\$25,368.00)** for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Fee Schedule**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 18 herein.

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

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

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

4. Duration of Work. The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2009; provided however, that additional time shall be granted by the City for excusable days or extra work.

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

6. Non-Discrimination. The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.

7. Indemnification.

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

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

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

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

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

8. Insurance.

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

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

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

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

3.) Professional Liability insurance with no less than \$1,000,000. All policies and coverages shall be on a claims made basis.

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

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

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

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

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

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

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

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

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

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

15. **Resolution of Disputes and Governing Law.**

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

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

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

CONSULTANT:
Carollo Engineers
ATTN: Lara Kammereck, P.E.
1218 Third Avenue, Suite 1600
(206) 684-6532 FAX (206) 903-0419

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

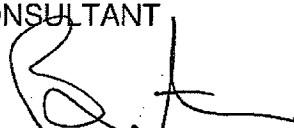
17. **Subcontracting or Assignment.** The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City. Any subconsultants approved by the City at the outset of this Agreement are named on **Exhibit C** attached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

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

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

CONSULTANT

CITY OF GIG HARBOR

By: 
Its: Patrol

By: _____
Mayor Charles L. Hunter

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A - SCOPE OF WORK

PURPOSE

The purpose of this Scope of Work is to develop an evaluation matrix and recommend a preferred groundwater supply well that meets the City's reliability criteria for Well 6 and augments the City of Gig Harbor's water supply.

The ENGINEER prepared the following scope of services based on its understanding of the project objectives and goals expressed during discussion with engineering staff at the May 4, 2009 project meeting and correspondence through May 2009. Services performed will consist of two (2) main tasks:

- Task 1 - Preparation of Evaluation Matrix
- Task 2 - Project Management

ENGINEER'S SERVICES

Tasks under this Task Order include:

1. Task 1 - Preparation of Well 10 Evaluation Matrix.

a. Identify Evaluation Criteria: Identify criteria for use in evaluating the following Well 6 replacement options developed during the March 4, 2009 Well 10 Pump Test Review Meeting and correspondence with City Staff. Up to 7 options will be evaluated. The options include:

- 1) Option 1 - Replace Well 2 with Well 10
- 2) Option 2 - Secure Women's Prison Water Rights from State & transfer to new location or relinquish for mitigation
- 3) Option 3 - New Well 9
- 4) Option 4 - New Well 11 at Skanske Tank
- 5) Option 5 - New Well 11 (Deep well adjacent to Well 10)
- 6) Option 6 - New Well 11 at or near Donkey Creek Park
- 7) Option 7 - Rehabilitate Well 2

Initial Evaluation Criteria includes but is not limited to:

- Water rights (1-difficult to acquire, 5-currently hold rights)
- Environmental issues (1-potentially makes project unfeasible, 5-typical permitting)
- Site acquisition (1-additional site required and requires condemnation, 5-site owned by City)

- Hydrogeologic considerations (ranked 1 to 5 by hydrogeologist)
 - Hydraulic considerations (pumping into high level or low level) (ranked 1 to 5 by hydrogeologist)
 - Capacity gained (rating factored into \$/gallon criteria)
 - Planning Level Total Project Costs (drilling, pumping facility, additional treatment). Costs will be based on similar construction projects, cost curves, and allowances. (rating factored into \$/gallon criteria)
 - Service life (1-up to 5 years; 5-greater than 40 years)
 - Water Production Unit Cost (\$/gallon of water produced)
 - Option Risk - a ranking reflecting the level of unknown factors associated with the option (subjective, ranked 1 to 5 by project team)
- b. **Develop Evaluation Matrix:** Develop decision and evaluation matrix based upon the evaluation criteria identified in Task 1a. Carollo's team will research supporting data for each criterion for each alternative. This will include coordination with the City's water rights attorney. The matrix will be developed based on data developed by the team. Each criteria will be assigned a weight value (1 through 5) to identify the criteria most critical for alternative selection. Alternative ratings for each criteria will be multiplied by the weight value and summed to identify the best alternatives.
- c. **Draft Matrix:** Submit Draft Evaluation Matrix in letter format consisting of the draft evaluation matrix preceded by a 1-2 page summary describing evaluation criteria, weighted ranking methodology, and interpretation of results.
- d. **Final Matrix:** Submit a Final Evaluation Matrix in letter format resulting from the comments received during the matrix review meeting.

Task 1 Deliverables: Draft and Final Evaluation Matrix and summary in letter format. Four (4) hard copies of the letter shall be provided to the City.

2. Task 2 - Project Management

- a. Provide project management services for the duration of the project, including: coordination with sub-consultants, coordinate and attend project meetings with the City and the contractor(s), and monthly invoicing.
- b. **Matrix Review Meeting:** Attend a review meeting with the City to discuss result of the evaluation.
- c. **Recommendation Meeting:** Attend Council Meeting with the City to discuss the Final Evaluation Matrix.

Task 2 Deliverables: Two (2) Monthly Project Reports with invoice. Meeting minutes.

EXHIBIT B – FEE SCHEDULE

Well Matrix Project
Carollo Engineers

City of Gig Harbor – Phase A – Water Supply Project Matrix Evaluation							
Carollo Engineers			Robinson Noble Saltbush	Totals			
Task Description	Total Labor Hours	Total Labor Costs	Total Sub Labor	Carollo Other Direct Costs	Sub-Consultant Mark up at 10%	Carollo PECE Costs	Total Costs
Task 1: Preparation of Evaluation Matrix							
Task 1: Subtotal	65	\$10,458	\$6,605	\$100	\$661	\$585	\$18,409
Task 2: Project Management							
Task 2: Subtotal	19	\$3,164	\$3,113	\$200	\$311	\$171	\$6,959
	84	\$13,622	\$9,718	\$300	\$972	\$756	\$25,368

**CAROLLO ENGINEERS, PC
FEE SCHEDULE**

As of March 1, 2008

	<u>Hourly Rate</u>
Engineers/Scientists	
Assistant Professional	\$125.00
Professional	158.00
Project Professional	189.00
Lead Project Professional	205.00
Senior Professional	226.00
Senior Process Specialist	315.00
Technicians	
Technicians	95.00
Senior Technicians	137.00
Support Staff	
Document Processing / Clerical	81.00
Project Equipment Communication Expense (PECE) Per DL Hour	9.00
Other Direct Expenses	
Travel and Subsistence	at cost
Mileage	.585/mile*
Subconsultant	cost + 10%
Other Direct Cost	cost + 10%
Expert Witness	Rate x 2.0

* Updated June 2008 as a result of the IRS increases in the standard mileage rates for the final six months of 2008.

This fee schedule is subject to annual revisions due to labor adjustments.

EXHIBIT C - SUBCONSULTANTS

Subconsultant:

Robinson Noble Saltbush, Inc.
3011 South Huson Street, Suite A
Tacoma, WA 98049

Contact person:

Burt Clothier, LHG., R.G.

Phone: 253-475-7711

Fax: 253-472-5846

Email: bclothier@robinson-noble.com



Business of the City Council
City of Gig Harbor, WA

Subject: Marine Outfall Extension Project
Consultant Services Contract

Proposed Council Action: Authorize the
Consultant Services Contract with
Cosmopolitan Engineering Group in an
amount not to exceed \$23,766.00

Dept. Origin: Public Works/Engineering

Prepared by: Stephen Misiurak, P.E. [Signature]

For Agenda of: July 13, 2009

Exhibits: Exhibit A - Consultant Services
Contract & Scope of Work
Exhibit B - Schedule of Rates
and Estimated Hours

Concurred by Mayor: [Signature] 7/8/09
Approved by City Administrator: [Signature] 7/8/09
Approved as to form by City Atty: [Signature] 7/8/09
Approved by Finance Director: [Signature] 7/8/09
Approved by Department Head: [Signature] 7/8/09

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and See fiscal consideration below. Values: \$23,766.00, \$0.

INFORMATION/BACKGROUND

The City of Gig Harbor Marine Outfall Extension Project involves the replacement of the City's wastewater treatment plant outfall pipe to a new discharge location within Colvos Passage. This project is required to protect water quality within Gig Harbor while increasing the outfall size to accommodate treatment plant flows through the planning horizon for the City.

This professional services agreement between the City of Gig Harbor and Cosmopolitan Engineering Group provides engineering services through the bidding process only. Future engineering support services will be brought back for approval at a later date. Cosmopolitan Engineering has been the engineer of record for this project since its inception back in the year 2000.

FISCAL CONSIDERATION

While this project was not identified to be funded in 2009, the City intends to take advantage of the current competitive bidding climate. Funding for these professional engineering services will come in part from the Public Works Trust Fund loan, City sewer connection fees, and upcoming revenue bond.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Authorize the Consultant Services Contract with Cosmopolitan Engineering Group in an amount not to exceed \$23,766.00.

**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 (the "City"), and Cosmopolitan Engineering Group, a corporation organized under the laws of the State of Washington (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the Marine Outfall Extension 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 Work including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

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

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Twenty-three Thousand Seven Hundred Sixty-six Dollars and zero cents (\$23,766.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 18 herein.

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

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

4. **Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by May 30, 2011; provided however, that additional time shall be granted by the City for excusable days or extra work.

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

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

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

7. Indemnification.

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

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

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

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

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

8. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Resolution of Disputes and Governing Law.

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

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

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

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

CONSULTANT: Cosmopolitan Engineering Group
ATTN: William P. Fox, P.E., Principal
P.O. Box 1678
Tacoma, WA 98401-1678
(253) 272-7220

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

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

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

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

CONSULTANT

CITY OF GIG HARBOR

By: William P. Fox
Its: Principal

By: _____
Mayor Charles L. Hunter

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

**CITY OF GIG HARBOR
MARINE OUTFALL EXTENSION**

**EXHIBIT A – CONSULTANT SERVICES CONTRACT
SCOPE OF WORK**

**PROFESSIONAL ENGINEERING SERVICES DURING
CONSTRUCTION**

Objective

The City of Gig Harbor Marine Outfall Extension Project involves the replacement of the City's wastewater treatment plant outfall pipe to a new discharge location within Colvos Passage. This project is required to protect water quality within Gig Harbor while increasing the outfall size to accommodate treatment plant flows through the planning horizon for the City.

This Professional Services Agreement between the City of Gig Harbor (City) and Cosmopolitan Engineering Group (CEG) continues engineering services through bidding and award of the construction contract.

Engineering services by CEG during construction and post construction periods are also anticipated, but are not included within this contract. CEG and the City anticipate negotiating a separate scope of work and fee schedule for that work as a future amendment to this contract.

The following task establishes the scope of work for Cosmopolitan Engineering Group and identified subconsultants during the construction bidding and award phase.

TASK 1 – PROJECT ADMINISTRATION

Not included

TASK 2 – SERVICES DURING BIDDING AND AWARD

Task 2.1 – Bidding Assistance

This project will be bid with electronic document distribution through the Builders Exchange. CEG will prepare a master original of the Project Manual which the City will provide to the Builders Exchange. CEG will update the contract documents to include recent modifications including final City comments, SRF modifications as approved by Ecology, and modifications to

the plans and technical specifications (anchor modification, schedule change, mitigation plan bid items, etc.)

CEG will produce the addendums that the City will distribute to the Builders Exchange.

Assumptions:

- Bid documents will be produced and distributed by Builders Exchange
- The City will coordinate and distribute all submittals to Builders Exchange

Deliverables:

- Four sets of Bidding Documents (2 volumes of Project Manual in 8 ½” x 11” format with 11” x 17” ‘1/2 size’ drawings) for distribution to the City of Gig Harbor (2) and Cosmopolitan Engineering Group (2).
- An electronic version of the Project Manual will be created on a labeled CD for distribution to Builders Exchange, City of Gig Harbor, and Cosmopolitan Engineering Group.
- Up to two Contract Addendums will be prepared for the City to forward to the Builders Exchange via email (PDF).

Task 2.2 – Pre-Bid Conference

Participation in a pre-bid conference, which shall be attended by the Engineer of Record (Bill Fox of CEG), the Geotechnical Engineer (Ed Heavey of Landau Associates), and the Project Biologist (Matthew Boyle of Grette Associates). The City shall prepare the agenda (with CEG input), record attendance and take minutes at the meeting.

Access to reference materials described in the contract documents will be provided by CEG at their Tacoma office during normal business hours.

Assumptions:

- Dissemination of conference attendees sign-in sheet to planholders will be by the City.

Deliverables:

- Prepare responses to questions received at pre-bid conference in Contract Addenda for distribution by City.
- Provide for bidder access at CEG office to reference materials listed in the contract not reproduced in the bid documents.

Task 2.3 – Requests for Information During Bidding Period/Contract Addenda

CEG and its subconsultants will respond to Requests for Information (RFIs) during the bidding period through Contract Addenda. This subtask provides an allowance for addenda research, preparation, CAD drafting, specification modification, and drawing modification.

Assumptions:

- RFI tracking log, including dates for questions received, assignment of response, and response receipt, will be kept by City staff.

Task 2.4 – Bid Evaluation and Recommendation

Attend bid opening, assist City in review of bids for completeness, informalities and irregularities, review Contractor references and qualifications, prepare certified bid tabulation, and provide an award recommendation to the City.

Assumptions:

- Review of bids for completeness, informalities and irregularities shall be performed by City and forwarded to CEG.
- Assessment of contractor qualifications and references shall be by City and forwarded to CEG.

Deliverables:

- Recommendation for Award letter, including discussion of any bid informalities and irregularities and an assessment of the Contractor's references and qualifications, as furnished by City.
- Certified bid tabulation with Engineer's seal.
- The Notice of Award and Notice to Proceed shall be provided by the Owner directly to the Contractor:

Task 2.5 – Provide Contract Documents

Conformed Documents will be produced for the project by Cosmopolitan Engineering Group that will incorporate the text of any addendums issued on the project and will include copies of the executed agreement and contractor completed bidding documents. The City of Gig Harbor will be responsible for reproduction and distribution of the Conformed Documents.

Deliverables:

- One set of Conformed Documents (project manuals with half-size drawings included) to the City in electronic PDF format. The City will produce ten (10) sets of Conformed Documents (4 sets for distribution among the CEG and their subconsultants; 1 set for the

Owner's Representative, 4 sets for the Contractor as described in the Contract Documents, and 1 set for the City's use).

- The City will produce six (6) sets of full size (22x34) Conformed Drawings for use by the Contractor (4 copies), the City (1 copy) and CEG (1 copy).

Assumptions:

- The Owner's Representative will be responsible for coordinating final signatures and executing the project agreement between the City and the Contractor and shall provide one (1) copy of the fully executed version to the CEG for inclusion into the Conformed Documents.

TASK 3 – SERVICES DURING CONSTRUCTION

Not included

TASK 4 – PROJECT CLOSEOUT AND WARRANTY SERVICES

Not included

BUDGET ESTIMATE

PROJECT: Marine Outfall Extension Project

CLIENT: City of Gig Harbor

JOB # GIG005	BILLING MULTIPLIER:	STAFF	Engineering Administrator	Engineer III			Document Production	Coord/ Admin	CADD/ Graphics	TOTAL	TOTAL	
		BILL RATES	\$177.00	\$125.21			\$100.60	\$73.24	\$107.01	HOURS	COST	
TASK 2 - SERVICES DURING BIDDING												
2.1 Bidding Assistance			2	4			8	4		18	\$1,952.60	
2.2 Pre-Bid Conference			4	8			8	4		24	\$2,807.44	
2.3 RFIs During Bidding Period/Contract Addenda			10	15			8	8	16	57	\$6,751.03	
2.4 Bid Evaluation and Recommendation			12	12			2	4		30	\$4,120.68	
2.5 Provide Contract Documents				4			8		8	20	\$2,161.72	
Labor Subtotal at Current Salary Rates			28	43			34	20	24	149	\$17,793.47	
Salary Escalation			Estimated % of Task in 2009				90%		Annual Increase		5.00%	
			Estimated % of Task in 2010				10%		Net Increase		0.50%	
			Estimated % of Task in 2011						Additional Labor Cost		\$88.97	
			Estimated % of Task in 2013									
Direct Expense		Item	Number	Unit Cost	Unit	Direct Cost	Markup %					
		Mileage	90	\$0.585	mile	\$52.65	10%			\$57.92		
		Good To Go Bridge Toll	3	\$2.75	trips	\$8.25	10%			\$9.08		
		Contract Documents (Bid & Conformed Sets)	4	\$250.00	each	\$1,000.00	10%			\$1,100.00		
		CD/DVD Discs	23	\$30.00	each	\$690.00	10%			\$759.00		
		Full Size Plots (City to Complete and Deliver)	16	\$5.00	each	\$80.00	10%					
EXPENSE SUBTOTAL											\$1,925.99	
Expense Escalation			Estimated net increase over task				0.50%		Additional Expense Cost		\$9.63	
									from rate escalation			
Outside Expenses			Description			Direct Cost	Markup %					
Subconsultants			Landau & Associates			\$1,413.43	10%			\$1,554.78		
			Bright			\$1,457.84	10%			\$1,603.62		
			Grette			\$717.57	10%			\$789.33		
										CEG TOTAL		\$19,818
										Task TOTAL		\$23,766

Prepared By: Jason Van Gilder, P.E.
(Project Manager)

Review By: Bill Fox, P.E.
(Principal)



Subject: Eddon Boat Property – Long Term Monitoring Plan Implementation - Consultant Services Contract

Proposed Council Action: Recommend that Council authorize the award and execution of the Consultant Services Contract with Anchor QEA, LLC for the Long Term Monitoring Implementation Plan at Eddon Boat Property.

Dept. Origin: Public Works/Engineering

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

For Agenda of: July 13, 2009

Exhibits: Consultant Services Contract

Initial & Date

Concurred by Mayor: CLH 7/8/09
Approved by City Administrator: RJK
Approved as to form by City Atty: appr'd by email
Approved by Finance Director: DD 7/8/09
Approved by Department Head: Jen 7/8/09

Expenditure	Amount	Appropriation
Required \$5,566.00	Budgeted \$20,000.00	Required 0

INFORMATION / BACKGROUND

This consultant services contract is for the Long Term Monitoring Plan (LTMP) implementation at the Eddon Boat Property. Five years of monitoring are required by the Department of Ecology (DOE) per the Cleanup Action Plan. Based on a Request for Qualifications (RFQ) for this Cleanup Action Plan, the selection group, consisted of Lita Dawn Stanton and Stephen Misiurak. Four firms responded to the RFQ, and Anchor QEA, LLC was selected as the most qualified firm to do the Cleanup Action Plan.

Year 1, 2 and 4 includes site visits for cap visual inspections, photographs and documentation, and preparation of technical memos to DOE. Year 3 includes a sampling event. If Year 3 results in exceedences, an identical sampling event will occur in Year 5. Pending the results of visual inspections and/or analytical sample results several corrective actions may be necessary. Possible contingency measures could include: prepare a response plan to DOE, take hand cores to determine if cap has eroded, take additional samples, conduct Bioassay studies, evaluate institutional controls, add additional material to cap, repair cap, conduct source control evaluation.

FISCAL CONSIDERATION

This contract is for the first year of monitoring only. This work is an unbudgeted mandate by the Department of Ecology and the savings realized from other park improvement projects will

fund this expenditure. Funds identified during the 2009 budget balancing strategy discussions last April.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Recommend that Council authorize the award and execution of the Consultant Services Contract with Anchor QEA, LLC for the not-to-exceed amount of Five Thousand Five Hundred Sixty-six Dollars and zero Cents (\$5,566.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
ANCHOR QEA, LLC**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Anchor QEA, LLC, a limited liability company organized under the laws of the State of Washington (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the Long-Term Monitoring Plan Implementation for the Eddon Boat Property and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. Payment.

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Five Thousand Five Hundred Sixty-Six Dollars and no cents (\$5,566.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit A – Scope of Work and Cost Estimate**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**, unless the parties agree to a modification of this Contract, pursuant to Section 18 herein.

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

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

4. Duration of Work. The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by September 15, 2009; provided however, that additional time shall be granted by the City for excusable days or extra work.

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

6. Non-Discrimination. The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.

7. Indemnification.

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

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

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

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

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

8. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.

15. Resolution of Disputes and Governing Law.

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

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

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

CONSULTANT: Anchor QEA, LLC
ATTN: David Templeton
1423 Third Avenue, Suite 300
Seattle, WA 98101
(206) 287-9130

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

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

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

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

CONSULTANT

CITY OF GIG HARBOR

By: _____

By: _____

Its: _____

Mayor Charles L. Hunter

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

1423 Third Avenue, Suite 300
Seattle, Washington 98101
Phone 206.287.9130
Fax 206.287.9131

July 8, 2009

Mr. Steve Misiurak
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Re: Long-Term Monitoring Plan Implementation for the Eddon Boatyard Property
Scope of Work and Cost Estimate for Year 1 Activities

Anchor QEA Project Number: 040289-02

Dear Mr. Misiurak:

The purpose of this letter is to provide the City of Gig Harbor (City) with Anchor QEA's scope of work and cost estimate for the Washington State Department of Ecology (Ecology) approved Long-Term Monitoring Plan (LTMP) implementation at the Eddon Boatyard Property. Five years of monitoring are required per the Cleanup Action Plan (CAP), however, only the costs of Year 1 activities will be approved at this time. Years 2, 3, 4, and 5 will be reserved for a later submittal date and are included for reference only. Table 1 provides a summary and cost for each year's tasks.

A visual inspection will be performed during all five monitoring years. The scope of this task includes:

- Site visit for cap visual inspection
- Photographs
- Documentation
- Technical memo production time
- Senior review

Year 3 includes a sampling event. If Year 3 results exceed SMS criteria, an identical sampling event will occur in Year 5. The scope of this task includes:

- Collecting two cores in the cap area and one core in the habitat mix layer
 - Requires subcontractor
- Possibly collecting three surface grabs (same locations)
- Lab analysis
- Technical memo production time
- Data management time
- Senior review

Pending the results of visual inspections and/or analytical sample results several corrective actions may be necessary. These contingency costs are listed in Table 1 under Year 2.

Possible contingency measures include:

- Write response plan to Ecology
- Take hand cores to determine if cap has eroded
- Take additional samples
- Conduct Bioassay studies
- Evaluate institutional controls
- Add additional material to cap
- Repair cap
- Conduct source control evaluation

The costs associated with adding cap material, repairing cap, and conducting extensive source control evaluations are not included in the contingency costs in Table 1. If these or other supplemental actions are necessary, additional costs will be negotiated with the City.

**Table 1
Eddon LTMP Cost Estimate**

Event	Cost ^{1,2,3}	Contingency Costs³	Total	Projected Costs ^{4,5}
Year 1- Visual Inspections/Tech Memo (2009)	\$5,566	\$0	\$5,566	\$5,566
Year 2- Visual Inspections/Tech Memo (2010)	\$6,845	\$30,717		\$41,319
Year 3- Sampling Event (2011)	\$17,559	\$0		\$20,193
Year 4- Visual Inspections/Tech Memo (2012)	\$6,845	\$0		\$8,215
Year 5- Sampling Event (2013)	\$17,559	\$0		\$21,949
Total for Year 1 Monitoring			\$5,566	\$98,572

Notes:

¹ Visual inspections include photographing and possible hand cores

² Sampling assumes 3 samples for Hg, TOC, TBT, TS and tasks associated with data mgmt.

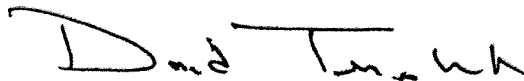
³ Contingency measures include response plan to Ecology, several handcores along a transect, additional sampling, bioassay testing, and evaluation of institutional controls

⁴ Projected costs include a cost escalator: 10% for Year 2, 15% for Year 3, 20% for Year 4, and 25% for Year 5

⁵ Projected costs are for reference only

Please feel free to request a phone conference to discuss the assumptions behind the estimated costs. Or contact me directly at (206) 910-4279 or dtempleton@anchorqea.com.

Sincerely,



David Templeton
Partner
Anchor QEA, LLC

cc: Joy Dunay, Anchor QEA, LLC

Exhibit B

ANCHOR ENVIRONMENTAL, L.L.C.
 2008 PROJECT COST ESTIMATING FORM
 Eddon Boatyard
 07/02/09

City of Gig Harbor
 Eddon Boatyard Remediation

Number: 040289-02
 Prepared: Joy Dunay

Task 6 Contingency responses to Visual Inspections & Sampling Events
 Task 7
 Task 8
 Task 9
 Task 10

Task 1 Monitoring Year 1 Visual Inspection
 Task 2 Monitoring Year 2 Visual Inspection
 Task 3 Monitoring Year 3 Sampling
 Task 4 Monitoring Year 4 Visual Inspection
 Task 5 Monitoring Year 5 Sampling

Labor Categories	Billing Rate	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Total Hours	Total Dollars
Principal	\$ 185	6										52	\$ 9,620
Sr. Project Manager	\$ 170	0										0	\$ -
Project Manager	\$ 152	0										4	\$ 608
Senior Engr/LA/Plan/Sci	\$ 132	0										0	\$ -
Staff 3 Engr/LA/Plan/Sci	\$ 115	10										82	\$ 9,430
Staff 2 Engr/LA/Plan/Sci	\$ 105	21										217	\$ 22,785
Staff 1 Engr/LA/Plan/Sci	\$ 95	0										34	\$ 3,230
Senior Design/CAD	\$ 95	3										9	\$ 855
Design/CAD	\$ 85	0										0	\$ -
Project Coordinator (PC/PA)	\$ 75	5										39	\$ 2,925
Project Coordinator (Admin)	\$ 75	0										0	\$ -
Field Technician	\$ 80	0										0	\$ -
Total Hours		45										437	
Total Labor		\$ 5,125											\$ 49,453
Average Hourly Rate	\$ 113												
Subconsultants													
ARI laboratory													\$ 15,000
Eric Parker													\$ 8,000
Newfields													\$ 7,000
Total Cost													\$ 30,000
Markup	10.0%												\$ 3,000
Reimbursables													
CAD/Computer (\$/hr)	\$10.00												\$ -
Mileage (\$/mile)	\$0.585	53											\$ 369
Copies (\$/copy)	\$0.10												\$ -
Anchor boat (\$/day)	\$300	300											\$ 1,500
Faxes (\$/fax)	\$1.00												\$ -
Outside Expenses													
Vehicle Rental													\$ -
Repro/Plotting													\$ -
Mail/Fedex/Courier													\$ -
Travel													\$ -
Hotel/Per Diem													\$ -
Miscellaneous													\$ -
Total Cost		\$ 353											\$ 1,869
Markup	10.0%												\$ 187
Field Equipment and Supplies Summary													
Markups	10.0%												\$ 700
TOTAL COSTS		\$ 5,566											\$ 5,566

Summary of Proposed Additional Budget Cuts *Consent Agenda - 11* 2009

General Fund: Projected Revenue Shortfall: \$400,000 (i.e. Additional Budget Cut Goal)

	2009 Additional Cuts
General Gov't - City Store	4,000
Court	16,600
Administration	29,750
Legal	9,000
Finance	18,913
Police	115,188
Planning	22,500
Building & Fire Safety	48,000
Parks	46,100
City Buildings	17,250
Subtotal General Fund Operations	\$327,301

Cut the Following General Fund Transfers to Parks Capital:

Skate Park Benches	2,000	
KLM Restrooms & Shelter	90,000	Fund from 2008 Bond Proceeds Instead
Eddon Boat Building	39,000	Not needed due to low bid
GF Parks Transfers Subtotal	\$131,000	

Subtotal General Fund Savings	\$458,301
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Less Potential Unbudgeted Expenditures in 2009

Extend Federal Lobbying Contract End Date from June 30 to December 31?	(37,500)
Eddon Boat Cleanup: Institutional Control Plan and Long-Term Monitoring	(20,000)
Subtotal Unbudgeted Expenditures	(57,500)

Net General Fund Savings	400,801
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Park Impact Fee Trust Fund (assume zero park impact fees in 2009):

Cut Transfer to Eddon Boat Building	\$50,000	Not needed due to low bid
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Street Operating Fund: Projected Revenue Shortfall: TBD - Still Evaluating

Street Operating Reductions	TBD
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Total 2009 Additional Budget Savings	\$450,801
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Subject: Public Hearing and First Reading of Ordinance - Development Agreement Processing Amendment

Proposed Council Action: Take public testimony, review the revised ordinance and determine what language will be included for the second reading.

Dept. Origin: Planning

Prepared by: Jennifer Kester
Senior Planner

For Agenda of: July 13, 2009

Exhibits: Draft Ordinance, Memo to Council discussing the proposed changes; Minutes from 6/8/09 Council Meeting and 6/15/09 Work-Study session

Initial & Date

Concurred by Mayor:

CLH 7/8/09

Approved by City Administrator:

PK

Approved as to form by City Atty:

o-mail 7/8/09

Approved by Finance Director:

N/A

Approved by Department Head:

TD 7/8/09

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

INFORMATION / BACKGROUND

On June 8, 2009 after a first reading and public hearing on an ordinance that would amend the provisions for development agreement processing, the Council held a work-study session to discuss comments received at the public hearing. Comments related to processing, terms and development regulations deviations through a development agreement.

At the work-study session on June 15, 2009, the Council directed staff to prepare an ordinance that would allow most of the processing, terms and development regulation deviations request by the public. The Council did not commit to adopting such changes, but want to review language which would allow such process, terms and deviations. After this public hearing, the Council should decide which provisions should be kept in the ordinance for second reading. The enclosed ordinance yields liberal development agreement provisions. Through this process a property owner can avoid variances (both zoning and public works) and text amendments, if deemed appropriate by the Council and a development agreement is approved.

The changes to the development agreement chapter which are shown in this ordinance are outlined here with staff recommendations. The attached memo contains staff's analysis of those changes. The enclosed ordinance shows the changes between the ordinance presented on June 8th and the current ordinance in grey highlight.

PROPOSED CHANGES:

1. Process. The enclosed ordinance proposes differentiating the processing requirements for development agreements relating to legislative actions and those accompanying a project permit application. Currently all development agreements must be reviewed by the Planning Commission before final action by the City Council. The following section would be repealed:

19.08.040 Approval procedure for development agreements.

A development agreement is a Type 5 project permit application and shall be processed in accordance with the procedures established in this title. The planning commission's decision on a development agreement is a recommendation to the Gig Harbor city council. A development agreement shall be approved by resolution or ordinance of the Gig Harbor city council after a public hearing.

The following review process would be required:

- a) Legislative development agreements, such as those associated with a comprehensive plan amendment, would be reviewed by the Planning Commission with final action by the City Council. New GHMC 19.08.040(A)
- b) A development agreement related to a project permit application would be reviewed by the Hearing Examiner or city staff (depending on the final decisionmaker for the underlying permit). The Hearing examiner or staff recommendation would be reviewed by the City Council for final action. The underlying decision on the application would be held in abeyance until the Council made its decision. New GHMC 19.08.040(B)(1 and 2)
- c) A development agreement related to a project permit application that has already been approved would be reviewed by the City staff. The staff recommendation would be reviewed by the City Council for final action. New GHMC 19.08.040(B)(3)
- d) If a property owner wanted to propose a development agreement prior to submitting a legislative action or project permit application, the Council would review the request and decide if it should be processed. If the Council determines that the proposed development agreement warrants further review, the Planning and Building Committee of the Council would review the agreement and provide a recommendation to the Council. New GHMC 19.08.040(C)
- e) Public Notice. All public meetings and public hearings related to a development agreement would be required to be noticed as if they were public hearings before the Hearing Examiner. New GHMC 19.08.040(D)

Staff Recommendation: The staff recommends the provisions in the ordinance related to a), b), c) and e) above be adopted. The staff recommends against adopting the provisions in the ordinance related to d) above. The reasons and analysis related to these recommendations can be found in the attached memo.

2. Development Standards. The current process does not allow deviations from development standards through a development agreement. The Council asked to see language that would allow such. The new GHMC 19.08.020(B) provides for deviation from development standards through a development agreement in the following ways:

- a) A development agreement must be consistent with the comprehensive plan. New GHMC 19.08.020(A)
- b) Provided certain criteria are met, all development standards found in the municipal code (located in primarily the zoning code, environmental code and public works standards) can be deviated from through a development agreement. New GHMC 19.08.020 (B)(1).
- c) If a property owner wants to deviate from the allowed uses, densities, gross floor area or height restrictions, the majority plus one of the whole Council (5 members) must approve of such deviations. In addition, such request requires two public hearings. New GHMC 19.08.020(B)(2)
- d) A development agreement cannot allow deviations from the building and fire safety codes and a development agreement cannot vest a development to a set of building or fire codes. New GHMC 19.08.020(B)(3)
- e) Once a development agreement is approved which contains deviations in development standards, no additional rezones, variances, text amendments or other processes are required to implement the regulations contained in the agreement. New GHMC 19.08.020(B)(4)
- f) Subsequently adopted standards which differ from those in the development agreement would apply only if necessary to address imminent public health and safety hazards or if the agreement specifies a time period or phase after which standards can be modified. New GHMC 19.08.020(B)(5)

Staff Recommendation: The staff recommends against adopting the provisions which allows the deviation in development standards through a development agreement. Staff is recommending that the expiration dates of project permits can be extended and phasing can occur through a development agreement. The reasons, analysis and alternative language related to this recommendation can be found in the attached memo.

3. Term. The current provisions only allow a development agreement to be approved for a maximum of 5 years. The Council asked to see language that would allow development agreement to last up to 20 years. The new GHMC 19.08.050(C) provides for a 20 year term in the following ways:

- a) Nothing in the language obliges the Council to approve an agreement which lasts 20 years.
- b) The Council determines the appropriate length of the agreement by considering the type, size, location and proposed phasing of the project subject to the development agreement. The Council may also approve shorter terms with extensions. New GHMC 19.08.050(C)(2)
- c) If extensions are allowed, the application must ask for them prior to the expiration of the agreement. In addition, only the Council could authorize extensions. However if 50% of the project is constructed, the Planning Director is authorized to extend the agreement 5 years. New GHMC 19.08.050(C)(3)

Staff Recommendation: The staff recommends the provisions in the ordinance related to terms and extensions be adopted. The reasons and analysis related to this recommendation can be found in the attached memo

ENVIRONMENTAL ANALYSIS

The City's SEPA Responsible Official determined that this Ordinance is categorically exempt from SEPA, pursuant to WAC 197-11-800(19)

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

The original draft ordinance was reviewed by the Planning and Building Committee on June 1st, 2009. The revised ordinance was reviewed by the Planning and Building Committee on July 6th, 2009. The enclosed ordinance includes the changes requested by the committee.

RECOMMENDATION / MOTION

Staff recommends the Council take public testimony, review the revised ordinance and determine what language will be included in the ordinance for second reading.



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR AND CITY COUNCIL
FROM: JENNIFER KESTER, SENIOR PLANNER *JK*
SUBJECT: STAFF ANALYSIS OF DEVELOPMENT AGREEMENT PROCESSING ORDINANCE
DATE: July 8, 2009

The Council bill for the development agreement processing ordinance contains a number of recommendations from staff on the revised provisions for development agreement processing. This memo is intended to discuss the reasons for our recommendations.

Process:

Development agreements associated with underlying permits. The staff recommends the adoption of the new processing provisions related to development agreements tied to underlying permit/actions. (New GHMC 19.08.040 A and B). The current process requires all proposed agreement to go before the Planning Commission. This is cumbersome for applicants of development agreements related to project permits. The Planning Commission does not review the underlying permit, either the Hearing Examiner or staff does; and, in order to review the accompanying development agreement, the Commission must become familiar with all the intricacies of a project permit in a short amount of time. Also the public hearings related to a project could be delayed until the Commission finds time in its work program to review the agreement. The proposed process puts the recommending authority with the decisionmaker of the underlying permit. The staff would also like to see the public noticing requirements be adopted. (New GHMC 19.08.040 C) These provide more transparency in the process

Development agreements not associated with an underlying permit

Some property owners have expressed interest in submitting a development agreement prior to the submittal of a project permit application. The new GHMC 19.08.040(C) would allow this. Staff is recommending against adopting this provision. While this process may allow some larger issues to be ironed out before a property owner spends money on submittal document development, staff believes this provision can be used to circumvent the project review process and reduce the predictability of development as expected by the public. It could also require significant staff and Council review without the benefit of SEPA and concurrency evaluations and DRB recommendations. A project may not be viable for reasons unknown prior to project permit application submittal or unintended consequences could occur due to the lack of specific information. If all the specific information is provided during development agreement

review, staff and Council will be essentially conducting project review outside of the process. If the Council chooses to pass the provision adopting this, staff will be proposing fee increases to help ameliorate the cost of staff time on such increased review.

Development Standards:

Modification of development standards through a development agreement

Some property owners have expressed interest in submitting a development agreement which would allow the deviation of development standards through a development agreement. New GHMC 19.08.020(B) would allow this. Staff is recommending against adopting this provision. It is within the Council's powers as a legislative body to allow such deviation; however, staff believes this provision can be used to circumvent the variance, rezone and text amendment processes and reduce the predictability of development as expected by the public.

This City has taken great efforts to develop a detailed and comprehensive development code after many years of study, trial and error, and citizen comment. It is the staff's observation that while the code is not perfect, it is a reflection of the community's desires and vision. Amending the code outside of the standard text amendment processes seems inappropriate given past practices and procedures.

In general, the public doesn't fully understand the affect of a project until it is built. During project permit application review, plans and details help to illustrate a project and staff does their best to explain the affects to the interested members of the public. However, the general public rarely fully understands what affect development regulation text will yield on the land. In order to fully evaluate a request to deviate from development standards, the staff and Council will need details and plans to review. This increases the review time and chance of unintended consequences. Similar to staff analysis above on development agreements not associated with an application, if all the specific plans and details are provided during development agreement review, staff and Council will be essentially conducting quasi-judicial project review outside of the process. If the Council chooses to pass the provision adopting this, staff will be proposing fee increases to help ameliorate the cost of staff time on such increased review.

However, staff is recommending that development agreements can extend the duration of project permit approval and allow phasing. This provision would allow large projects to develop over time and deal with economic constraints. To this end, staff is recommending an alternative GHMC 19.08.020B:

"B. Development Standards. A development agreement shall be consistent with applicable development regulations; provided, a development agreement may extend the durations of approval of project permits and allow phasing plans different from those otherwise imposed under the Gig Harbor Municipal Code."

Term:

The staff recommends the adoption of the twenty year maximum term and term extension provisions contained in the ordinance. (New GHMC 19.08.050 C). The provision provides the Council and the public with assurance that any negotiated terms will remain conditions of the land for a significant amount of time. It also allows large projects to develop over time and deal with economic constraints. Given the concerns that some Council members expressed regarding automatically extending vesting for 20 years, staff has proposed guidance language that the Council should consider when decided the term of a development agreement. The provisions also include extension language which can be utilized to maintain vesting and predictability if the project takes longer than expected.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO DEVELOPMENT AGREEMENTS, AMENDING SECTION 19.08.020 TO ALLOW THE DEVIATION OF DEVELOPMENT STANDARDS THROUGH A DEVELOPMENT AGREEMENT; REPEALING AND REENACTING SECTION 19.08.040 OF THE GIG HARBOR MUNICIPAL CODE TO ESTABLISH PROCESSING REQUIREMENTS FOR DEVELOPMENT AGREEMENTS RELATING TO LEGISLATIVE ACTION AND THOSE DEVELOPMENT AGREEMENTS ACCOMPANYING A PROJECT PERMIT APPLICATION; AMENDING SECTION 19.08.050 OF THE GIG HARBOR MUNICIPAL CODE TO CLARIFY THAT DEVELOPMENT AGREEMENTS ARE NOT SUBJECT TO FINAL DECISION DEADLINES, EXTEND THE TERM OF DEVELOPMENT AGREEMENTS TO TWENTY YEARS, REQUIRING PUBLIC NOTICING OF ALL HEARINGS RELATED TO DEVELOPMENT AGREEMENTS AND TO MAKE OTHER CLEAN-UP AMENDMENTS TO THE PROCEDURES FOR DEVELOPMENT AGREEMENTS; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, cities may enter into development agreements with developers for the purposes set forth in RCW 36.70B.170; and

WHEREAS, the City of Gig Harbor has an established procedure for the review and approval of development agreements in chapter 19.08 GHMC; and

WHEREAS, the City of Gig Harbor desires to change the procedures for review and approval of development agreements for efficient operation of government; and

WHEREAS the City of Gig Harbor desires to extend the term of development agreements; and

WHEREAS, RCW 36.70B.200 requires that the City Council pass an ordinance or resolution if the development agreement is approved; and

WHEREAS, a development agreement associated with a project permit application is not subject to the final decision deadlines in RCW 36.70B.080 and the City's corresponding codes; and

WHEREAS, the City's SEPA Responsible Official determined that this Ordinance is categorically exempt from SEPA, pursuant to WAC 197-11-800(19); and

WHEREAS, pursuant to RCW 36.70A.106, the City forwarded a copy of this Ordinance to the Washington State Department of Trade and Community Development on May 14, 2009; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on June 8, 2009; and

WHEREAS, the Gig Harbor City Council held a work-study session on the Ordinance on June 15, 2009 and directed staff to develop revised language for consideration; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at a second first reading and public hearing on _____, 2009; and

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

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

Section 1. Section 19.08.010 of the Gig Harbor Municipal Code shall be amended to read as follows.

19.08.010 Authority and general provisions.

~~A.~~ The city may consider, and enter into, a development agreement with a person having ownership or control of real property within the city limits. The city may consider a development agreement for real property outside of the city limit but within the urban growth area (UGA) as part of a proposed annexation or a service agreement.

~~B. A development agreement shall be consistent with the applicable policies and goals of the city of Gig Harbor comprehensive plan and applicable development regulations.~~

Section 2. Section 19.08.020 of the Gig Harbor Municipal Code shall be amended to read as follows.

19.08.020 General provisions of development agreements.

~~A. Comprehensive Plan. A development agreement shall be consistent with the applicable policies and goals of the city of Gig Harbor comprehensive plan.~~

~~B. Development Standards. A development agreement shall be consistent with applicable development regulations; provided, a~~

development agreement may allow development standards different from those otherwise imposed under the Gig Harbor Municipal Code.

1. A development agreement can authorize deviations from the development standards of the Gig Harbor Municipal Code for the following reasons:

a. To provide flexibility to achieve public benefits; or
b. In order to respond to changing community needs; or
c. To encourage modifications which provide the functional equivalent or adequately achieve the purposes of otherwise applicable city standards.

2. A development agreement cannot authorize deviations from the uses, minimum and maximum densities, maximum gross floor area, maximum structure height allowed in the underlying zoning district unless approved by a majority plus one of the whole Council after a minimum of two public hearings on the agreement.

3. A development agreement cannot authorize deviations from requirements of Title 15, Buildings and Construction. Building permit applications shall be subject to the building codes in effect when a complete building permit application is submitted.

4. Any approved development standards that differ from those in the code shall not require any further rezone, variance from city standards or other city approval apart from development agreement approval. The development standards as approved through a development agreement shall apply to and govern the development and implementation of each covered property in lieu of any conflicting or different standards or requirements elsewhere in the Gig Harbor Municipal Code.

5. Subsequently adopted standards which differ from those of a development agreement adopted by the city shall apply to the covered property only where necessary to address imminent public health and safety hazards or where the development agreement specifies a time period or phase after which certain identified standards can be modified.

A C. As applicable, the development agreement shall specify the following:

1. Project components which define and detail the permitted uses, residential densities, nonresidential densities and intensities or building sizes;

2. The amount and payment of impact fees imposed or agreed to in accordance with any applicable provisions of state law, any reimbursement provisions, other financial contributions by the property owner, inspection fees, or dedications;

3. Mitigation measures, development conditions and other requirements of Chapter 43.21C RCW;

4. Design standards such as architectural treatment, maximum heights, setbacks, landscaping, drainage and water quality requirements and other development features;

5. Provisions for affordable housing, if applicable;

6. Parks and common open space preservation;
7. Phasing;
8. A build-out or vesting period for applicable standards; and
9. Any other appropriate development requirement or procedure which is based upon a city policy, rule, regulation or standard.

B D. As provided in RCW 36.70B.170, the development agreement shall reserve authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

Section 3. Section 19.08.040 of the Gig Harbor Municipal Code is hereby repealed.

Section 4. A new Section 19.08.040 is hereby added to the Gig Harbor Municipal Code to read as follows:

19.08.040 Processing procedure for development agreements.

A. A development agreement associated with a legislative action such as a comprehensive plan amendment or area-wide rezone shall be processed in accordance with the procedures established in this Title. The Planning Commission shall make its recommendation on any development agreement relating to legislative action to the City Council. A public hearing shall be held on the development agreement and if approved, the Council shall authorize the Mayor, in a resolution or ordinance, to execute the development agreement on behalf of the City.

B. A development agreement associated with a project permit application shall be processed in accordance with the procedures established in this Title.

1. If the final decision on the underlying project permit application is made by the Hearing Examiner, then the Hearing Examiner shall consider both the project permit application and the proposed development agreement together during the public hearing. The Hearing Examiner shall make a recommendation to the Council on the development agreement and his/her decision on the underlying project permit application shall be held in abeyance until the City Council considers the proposed development agreement in a public hearing. If the City Council approves the development agreement, the Council shall, by resolution or ordinance, authorize the Mayor to execute the development agreement on behalf of the City. At this point, the Hearing Examiner may then issue his/her final decision on the underlying project permit application. Nothing in this section obligates the Hearing Examiner to forward a recommendation to the City Council for further consideration if the Hearing Examiner denies the underlying project permit application.

2. If the final decision on the underlying project permit application is made by the City administrative staff, then the City staff shall consider both the project permit application and the proposed development agreement together. The City staff shall make a recommendation to the

Council on the development agreement, and the City staff's decision on the underlying project permit application shall be held in abeyance until the City Council considers the proposed development agreement in a public hearing. If the City Council approves the development agreement, the Council shall, by resolution or ordinance, authorize the Mayor to execute the development agreement on behalf of the City. At this point, the City staff may then issue its final decision on the underlying project permit application. Nothing in this section obligates City staff to forward a recommendation to the City Council for further consideration if City staff denies the underlying project permit application.

3. If a final decision on an underlying project permit application has been previously made by the Hearing Examiner or City administrative staff and the application was approved, the City staff shall make a recommendation to the Council on the development agreement. A public hearing shall be held on the development agreement and if approved, the Council shall authorize the Mayor, in a resolution or ordinance, to execute the development agreement on behalf of the City.

C. A property owner may propose a development agreement prior to the submission of a related legislative action or project permit application and the agreements shall be processed in accordance with the procedures established in this Title. The Council shall consider the proposed development agreement at a regular council meeting and decide if the agreement should be processed further. If a majority of the whole Council approves further review of the development agreement, the agreement shall be forwarded to the Planning and Building Committee of the Council. The committee shall make a recommendation to the Council on the development agreement. The Council shall hold a public hearing on the development agreement and if approved, the Council shall authorize the Mayor, in a resolution or ordinance, to execute the development agreement on behalf of the City.

D. Public Notice. All public meetings and public hearings on a development agreement shall be noticed as follows:

1. Not less than ten days prior to the public hearing date, a notice of the public hearing shall be sent to property owners within 300 feet of the property subject to the development agreement and to others who have submitted comments and/or requested notice.

2. Notice of the public hearing shall be posted on the property subject to the development agreement not less than ten days prior to the hearing date. Notice shall be posted in the manner required by GHMC 19.03.001(A)(1).

3. Notice of the public meeting shall be published in the city's official newspaper not less than ten days prior to the meeting date.

4. The notice of the public hearing shall contain all items listed in GHMC 19.03.003(A).

5. All costs associated with the public notice shall be borne by the applicant.

Section 5. Section 19.08.050 of the Gig Harbor Municipal Code shall be amended to read as follows:

19.08.050. No Deadline for Final Decision, Form of Agreement, Council Approval, Term, Recordation.

~~A. Form. All development agreements shall be in a form provided by the City Attorney's Office. The City attorney shall approve all development agreements for form prior to consideration by the planning commission.~~

A. Development agreements are not "project permit applications" as defined in RCW 36.70B.020. Therefore, there is no deadline for processing a development agreement. If an applicant requests that the City execute a development agreement as part of its approval of a project permit application, the applicant must agree to sign a written waiver of the deadline for issuance of a final decision of the project permit application, so that the development agreement may be processed.

B. No development agreement shall be presented to the decision-making body unless in a form approved by the City Attorney. Every development agreement shall be signed by the property owner and all other parties with a substantial beneficial interest in the property that is the subject of the development agreement, prior to any public hearing held for the purpose of authorizing execution of the development agreement.

B.C. Term.

1. Development Agreements may be approved for a maximum period of five ~~twenty~~ years.

2. In determining the appropriate term for a development agreement, the Council should consider the type, size and location of development and phasing if proposed. The Council may consider shorter terms with extensions.

3. Extensions. If extensions are authorized in a development agreement, an applicant must request the extension at least 60 days prior to expiration. For development agreements associated with project permit applications, the Planning Director may grant an extension for up to five years if the applicant can satisfactorily show that, for a residential project, at least 50% of the residential units are constructed, or for non-residential and mixed use projects, at least 50% of the gross floor area is constructed. All other requests for extensions shall be reviewed by the City Council, unless another process is expressly provided for in the development agreement.

G.D. Recordation. A development agreement shall be recorded against the property, in the real property records of the Pierce County Assessor's Office. During the term of the development agreement, the agreement is binding on the parties and their successors, including the property owners in any area that is annexed to the City.

Section 6. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be unconstitutional or invalid by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or unconstitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 7. 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 _____, 2009.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

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

MINUTES OF GIG HARBOR CITY COUNCIL MEETING - JUNE 8, 2009

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

CALL TO ORDER: 5:30 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of May 24, 2009.
2. Receive and File: Boards and Candidate Review Committee Minutes May 26, 2009.
3. Correspondence / Proclamations: "We The People" Gig Harbor High School State Champions.
4. Appointment to the Design Review Board.
5. Appointment to the Planning Commission.
6. Liquor License Application: Gateway to India.
7. Eddon Boat Environmental Restrictive Covenant Agreement with Department of Ecology.
8. Federal Lobbyist Contract Extension.
9. Resolution for Public Hearing & Approval of Easements – Bacchus Street Vacation.
10. Resolution - Section 125 Employee Flexible Spending Account Plan Document.
11. BB16 Mitigation Improvements Project – Consultant Services Contract for Construction Survey and Professional Technical Support Services.
12. Approval of Payment of Bills for June 8, 2009: Checks #61091 through #61190 in the amount of \$1,428,333.45.
13. Approval of Payment of Payroll for the month of May: Checks #5439 through #5461 and direct deposit transactions in the total amount of \$338,261.62.

Mayor Hunter announced the appointment of Warren Balfany to the Design Review Board and the re-appointment of Jill Guernsey to the Planning Commission.

MOTION: Move to adopt the Consent Agenda as presented.
Ekberg / Young - unanimously approved.

PRESENTATIONS:

1. We The People – Ken Brown, Gig Harbor High School. Mayor Hunter presented the proclamation to Ken Brown, Student Advisory for the We The People Program at Gig Harbor High School. Mr. Brown described this program in which his U.S. Government Class competed at the National Competition. He introduced students: Claire Betterbed, Rachel Seibert, Spencer Graffe, Eli Greenfield, Danny Cobey, and Erik Lund. Coaches: Scott Smith, Larry Little, Larry Seaquist, and Tom Springer. Kathy Hand, State Coordinator for We the People was also present.

2. Pierce Stream Team – Jami Gordon. Senior Engineer Jeff Langhelm mentioned the city's well attended *Natural Yard care* and *Creation of a Rain garden* workshops this spring. He explained that the Pierce Stream Team program helps the city meet its NPDES Stormwater Permit public outreach and educational requirements. He introduced Jami Gordon who shared a short informational presentation on the Pierce Stream Team Program and all it offers to the community. She explained that their program is funded through grants and a \$5 a year property assessment from jurisdictions that participate in the Pierce Conservation District, which is authorized by the Pierce County Council. Gig Harbor is one of the few jurisdictions that are not part of the District but Unincorporated Pierce County is. Jurisdictions that are not part of the district have the opportunity to work with Pierce Stream Team through a simple contract. She continued to describe some of the work they have done on this side of the bridge and handed out some materials about the program.

Councilmember Young commented that the city has received a couple of substantial grants from the Conservation District even though we don't participate.

OLD BUSINESS:

1. Second Reading of Ordinance – Sehmel Drive Area-Wide Rezone. Tom Dolan presented the background for this ordinance to address inconsistencies between the land use designation and zoning for this recently annexed area.

Councilmember Malich asked why the four westerly properties were included in this rezone. Mr. Dolan explained it is because they had an ED designation in the comp plan and the Planning Commission looked at existing uses when they made the recommendation.

Councilmember Franich commented that he would have preferred that the last three parcels would have remained residential.

MOTION: Move to adopt Ordinance No. 1164 as presented.
Young / Kadzik – unanimously approved.

1. Second Reading of Ordinance – Special Events Permits. Molly Towslee presented this draft ordinance to update the requirement for special events.

MOTION: Move to adopt Ordinance No. 1165 as presented.
Kadzik / Franich – unanimously approved.

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – Development Agreement Processing Amendment. Senior Planner Jennifer Kester presented information on this amendment which would differentiate the processing requirements for development agreements. She explained that currently all development agreements must be reviewed by the Planning Commission before final action by the City Council. This amendment would replace that requirement with one in which legislative agreements

would still go before the Planning Commission and development agreements related to project permit applications would be reviewed by the Hearing Examiner or city staff depending on the final decision maker for the underlying permit. The application would be held in abeyance until a recommendation from the Hearing Examiner or staff is forwarded to the City Council for final action. In addition, staff is proposing to extend the maximum term of development agreements from five to ten years.

Councilmember Young asked for further clarification on the types of development agreements that would go before the Hearing Examiner. Ms. Kester explained that one example is phasing a project; a development agreement would be used in conjunction with the binding site plan to define the project; staff is proposing that these be heard by the Hearing Examiner to allow public testimony on how timing of such a project might affect the community.

Councilmember Franich asked if Ms. Kester could cite a specific example of a project. She said that last year's 3700 Grandview Comprehensive Plan Amendment had an accompanying development agreement reviewed by the Planning Commission that imposed stricter setbacks and height limit size. She further explained that the Haven of Rest's comp plan amendment to change from Residential Low to Residential Medium has a development agreement that says they will limit any rezones to R-2. Costco had a development agreement that set aside ten acres for a Village Center. She said that currently the McCormick Creek project has a development agreement related to when the different lots can be platted in conjunction with road completion. Under the current code, this would go to the Planning Commission for recommendation to Council, but because they don't review project specific permits, staff would have to educate them on the specifics of the permit. If this amendment is adopted this would come directly to Council with a staff recommendation because the Hearing Examiner has already approved the plat.

Mayor Hunter opened the public hearing at 6:08 p.m.

John Chadwell, Olympic Property Group – 19245 10th Ave NE, Poulsbo, WA 98370. Mr. Chadwell commented that a development agreement can cover a wide range of issues from simple to complex and holds benefits and protections for both parties. He said that with more work this amendment could be a great change; he then used examples of how the current draft may not work. He described two scenarios: 1) a project-specific development agreement is submitted to set up ground rules but not tied to an application; and 2) an application that fits both categories. He asked which way would these be reviewed? He then explained that some issues should be allowed to come to Council before investing in large application packages, taking staff time, and moving through the Hearing Examiner process before Council ever sees it. If Council doesn't like the project, then they are back to square one depending upon the nature of the agreement. He said that from his perspective following the process for the project specific agreement is needlessly costly and cumbersome for these reasons. He suggested that the proposed ordinance include authority to modify development standards using the Grandview project as an example. He said that Council was

hesitant to grant a comp plan amendment for fear that if the development agreement expired in five years with no completed project it would take another comprehensive plan amendment to “ratchet back” the land use designation. He suggested that if Council could use a development agreement to authorize a project to go beyond current standards while leaving the comp plan designation the same, if the agreement expires before the project is constructed, the property reverts to the original comp plan designation without any further action or risk. Without that tool, Council is denying itself the ability to negotiate standards to provide greater public benefit than what could be achieved under the strict application of the land use code. This allows more control over land use changes; nine other jurisdictions use this tool to allowing exceeding the standards in a development agreement. He then said that the ordinance should include a more flexible process that allows for development agreements that don’t fit the two categories presented; routings through the Planning Commission process when appropriate but there are other times that this doesn’t make sense and should come right to Council. He suggested that some development agreements could be allowed an opportunity for the proponents to negotiate with a Council Committee to work out certain details before it comes before the full Council for review. Finally, he suggested that the term for development agreements be expanded to up to twenty years for large projects such as Microsoft or Intel who negotiate long agreements before spending any money because they have a lot at stake; again providing protection for both parties. Mr. Chadwell recommended that this ordinance go back for further work and offered to meet with staff to discuss his suggestions.

Councilmember Payne asked for the reasoning for limiting the extension to ten years. Ms. Kester responded that a lot has changed in this city over the past fifteen years and they thought ten year would allow you to catch some of the larger changes. She explained that this number was used to solicit Council direction for what would be comfortable.

Councilmember Young asked about using different expiration dates for different terms in a development agreement. Legal Counsel Angela Belbeck responded “Absolutely.” He then asked if a development agreement could be inconsistent with the Comprehensive Plan. She said that the agreement should be consistent with the Comp Plan.

Eva Jacobsen – PO Box 2314, Gig Harbor. Ms. Jacobsen thanked Council for considering these amendments, adding that as a land use planner, she thinks these have been needed for a long time. She asked staff to consider how the development agreement interlaces with the underlying permit. She asked how it would work if have a five-year development agreement on a two-year site plan.

There were no further comments and the public hearing closed at 6:20 p.m. Jennifer Kester asked for direction.

Council asked that this be added to the workstudy session scheduled for Monday, June 15th. Rob Karlinsey said that he was also proposing a discussion on the Mixed Use Development at the same meeting.

2. ~~Public Hearing and First Reading of Ordinance—Mixed Use District Overlay (MUD) Amendments and Area Wide Rezone (ZONE 07-0006)- CONTINUED To June 22nd.~~

STAFF REPORT:

1. New Websites Presentation: Lita Dawn Stanton and Lauren Lund. Lita Dawn Stanton, Special Projects and Historical Preservation Coordinator, began the presentation on the city's new website giving an overview of site, its features and ease of navigation.

Lauren Lund, Marketing Director, continued with the Marketing website. She highlighted several features meant to draw visitors to come and stay in Gig Harbor.

Council members offered congratulations on the new sites, praising the thoughtfulness and hard work that went into the design.

2. Permit Extensions. Planning Director Tom Dolan presented the background on permit extensions for applicants willing to pay utility hook up and impact fees and whether they would be required to adhere to code changes. He noted that land use permits in Gig Harbor have relatively short expiration periods and the extension would address the current economic downturn. He explained that a request for feedback on this proposal has solicited a number of comments. Mostly, the response has been that extensions should be allowed without requiring the payment of fees or compliance with new development regulations, similar to the blanket two-year "stimulus initiative" adopted by Pierce County. He said that staff is looking for further direction from Council, and addressed questions on the city's current permit timelines and how Pierce County's extension is applied to permits.

Mayor Hunter voiced concern that if extensions aren't allowed and permits expire, the applicant will have to start over, which will be expensive and will slow the recovery period.

Councilmember Ekberg agreed and asked how many permits are close to the expiration time. Mr. Dolan said that there hasn't been an analysis done. He then addressed Councilmember Malich's question by explaining that the timeline on land-use decisions begins when the Hearing Examiner makes a decision, and providing no appeal is filed. The applicant has two years from then to apply for a building permit.

Councilmember Franich asked if a sunset clause had been considered. Mr. Dolan responded that the County's stimulus ordinance is a one-time allowance that had to be submitted by June 30, 2009.

Councilmember Payne asked about the negative impacts. Mr. Dolan said that non-compliance with any change in development regulations, using changes in the stormwater manual as an example. He added that the state would understand if the permits were vested under the old requirements. He then said that the ordinance could

be written so that if changes occurred in certain regulations, the project would have to comply which could potentially result in major modifications.

Councilmember Young commented that major pitfall is the fairness issue; there are a number of developments stopped by the city's actions, and now there is discussion of creating a "special class" of developer by granting extensions to projects that may not have to comply with new regulations. He said that equal opportunity is something that has to be considered. He continued to explain that some of the new changes such as stormwater requirements are outcome based; the city has stricter standards and if others aren't required to meet these standards, it will be more difficult for the city to do so.

Councilmember Payne asked about the possibility of obtaining the record of when this was adopted by Pierce County in order to see what issues were discussed and how they addressed concerns. Mr. Dolan said that the copy of the county's ordinance is included in the packet, and the "whereas clauses" may hold some of this information.

Councilmember Franich commented that fairness is a good point and we need to decide what new regulations would need to be met rather than allowing blanket exceptions.

Councilmember Kadzik brought up the collection of fees. Councilmember Young said that he agrees these are extraordinary times and we want to encourage development, but there is risk in development and the city shouldn't "give up the farm."

Mayor Hunter said he agreed with the comments about the economy, adding that the city should approach solutions in a thoughtful, fair manner. He said that we want to encourage projects rather than allowing them to die. He then invited the public to speak.

Howard and Theresa Miller – 3590 SE Burley Olalla Road. Mr. Miller explained that they own a .4 acre parcel across from Gig Harbor Auto Body that is zoned light industrial; the last piece in the city zoned this way. He explained that this property squeaked through every area of compliance to achieve approval for a two-story building on the site; they have had three different architects in an attempt to obtain a permit and their site plan approval runs out in November.

Ms. Miller thanked the Mayor, Council and staff. She described their situation and how they have struggled with financing; adding that at this point the only way that they can see a way through is to sell the property so someone else can build before the site plan expires and take a loss on the money already spent. She said if they are unable to sell and their permit expires, it may become a question of letting the property go back to the bank. She added that Mayor Hunter understands the situation and staff has been very supportive.

John Chadwell – Olympic Property Group. Mr. Chadwell addressed the issue of vesting to old codes by saying the process for approval is like a house of cards and if you change or pull a couple of the cards things change very quickly. He said he appreciates

the idea of an extension as a stimulus package for certain cases, but cautioned that if the project has to meet new regulations, it's like going back to square one.

Councilmember Malich asked if an extension could be handled by resolution rather than by ordinance as a timesaving method. City Attorney Angela Belbeck explained that because it deals with timelines set forth in city code, the changes need to be made by ordinance.

Councilmember Payne said we should move forward and explore the idea of mirroring Pierce County's ordinance for a two-year extension.

Councilmember Ekberg agreed if it's an economic stimulus idea. He recommended consideration of some sort of a fee for an extension, a six-month time frame to apply, and a two-year term from the date of application as opposed to adding two years to the existing expiration date. He also said we need to look at the pros and cons and fairness of adherence to ordinance changes if the focus of the extension is economic stimulus.

Councilmember Payne asked for an inventory of "at-risk" permits.

Councilmember Young suggested an equitable solution for the timing is to choose a "date-certain" that up until that date no permits will expire rather than adding two-years to a permit. He explained that if this is indeed about the economic crisis this will allow them to get through it but not add more time to the vesting rules; this eliminates the need to track individual permit expirations. He said if the banks don't free up money in a year, then this can be addressed again.

Councilmember Kadzik said that if this is indeed a stimulus package then he would like the projects to remain vested unless it becomes a life-safety issue. He also said that it would be counter-productive if a large fee is required; as one letter stated, if they had the money they would begin the project.

Councilmember Young asked staff to identify any upcoming major code issues that may need consideration.

PUBLIC COMMENT: None.

MAYOR'S REPORT / COUNCIL COMMENTS:

Mayor Hunter commented on the successful Maritime Gig Festival. He recognized the Chamber of Commerce and the Gig Harbor Historical Waterfront Association for this well executed, fun weekend event.

Mayor Hunter reported that he took a tour of the Hope Center Boys & Girls Club last week adding that they would like to arrange a tour for the entire Council. He stressed that this is a very impressive project and will be a nice addition to the community.

Councilmember Malich asked if city staff had reviewed the permit for the new building on Sehmel Drive constructed under county permits and asked about the parking. Tom Dolan said that Building Official Dick Bower has been in contact with the county regarding final inspections. Councilmember Young said that the building shares parking with Keller Williams.

Mayor Hunter asked Councilmembers congratulate Marco Malich and the Public Works Crew for the work done before, during and after the Maritime Gig.

Councilmember Payne voiced concern with the crowds encroaching upon the parade route for safety reasons, and said he would bring this up with Chief Davis and the Chamber of Commerce. He then asked Tom Dolan about the Bonneville Project. Mr. Dolan responded that this project, a retail commercial office complex, goes before the Design Review Board this week; Peter Katich is the project planner.

Rob Karlinsey presented a proposal to cancel the July 27th and the August 24th City Council meetings for lack of issues and to save money.

Councilmember Malich asked about construction bonding . Mr. Karlinsey said that staff would be bringing that topic back in September; at this time it appears that the city will have to issue revenue bonds unless some other grant option comes available as the State Legislature "nixed" the Public Works Trust Fund Loan Program. He said that we applied for Federal Stimulus money but unless other projects fall off the list we won't make the cut. He further explained that staff will be working with our Bond Counsel this summer to put a package together for council review.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Finance / Safety Committee: Mon. Jun 15th at 4:00 p.m.
2. City Council Budget Update / Budget Forecast Worksession: Mon. Jun 15th at 5:30 p.m.
3. Operations Committee: Thu. Jun 18th at 3:00 p.m.
4. Boards and Commissions Candidate Review Committee: Mon. Jun 22nd at 4:30 p.m.

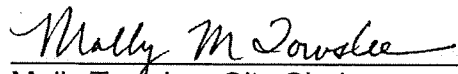
ADJOURN:

MOTION: Move to adjourn at 7:25 p.m.
Franich / Malich – unanimously approved.

CD recorder utilized:
Tracks 1001 – 1024



Charles L. Hunter, Mayor



Molly Towslee, City Clerk

OUTLINE MINUTES
City Council Worksessions

Date: June 15, 2009 Time: 5:30 PM Location: Comm Rm A&B Scribe: Molly Towslee

Members Present:

Mayor: Chuck Hunter
City Council: Steve Ekberg, Derek Young, Jim Franich, Paul Conan, Ken Malich, and Paul Kadzik.

Staff Present: Rob Karlinsey, Kay Johnson, David Rodenbach, David Stubchaer, Mike Davis, Tom Dolan, Jennifer Kester, Paul Nelson, and Molly Towslee. Also present: Judge Dunn and City Attorney Angela Belbeck.

Call to Order at 5:30 p.m.

- 1) 2009 Budget / 2010 Forecast. City Administrator Rob Karlinsey explained that the forecast is based upon current services, policies, and staffing levels and projects the cost and accompanying revenues out five years. The following are some of the underlying assumptions that go into this forecast:
 - No change in 2009 approved staffing levels
 - No change in current programs, policies, and service levels
 - 2009 Year-End Revenue Projections adjusted based on year-to-date actual
 - 2009 Year-End Expenditure Projections reduced as a result of last April's additional administrative budget cuts
 - In 2010 and beyond, low to moderate growth in most operating revenues
 - No capital or major equipment replacements – this includes no funding for road rehabilitation such as overlays, chip seals, etc.
 - One \$500,000 General Fund Transfer to the Civic Center Debt Reserve Fund in 2010 and none thereafter
 - Boys & Girls Club Contribution of \$150,000 in 2010 and \$100,000 in 2011

Using a PowerPoint Presentation, he began with the 2009 Year-End Projection before going through an overview of the five-year forecast of Revenues and Expenditures for all funds. He said that to date, the total expenditures are down from 2008 but will come back in 2010 due to the increase in fund transfers and filling vacant positions in the Police Department. He explained that this forecast shows a significant negative fund balance in 2014 and he would like to start working on solutions with Council next month; Staff will do research to put together a menu of options to present on July 13th and at that time Council can give direction for staff to put together a budget based upon that policy direction.

Councilmember Franich asked for a report of how much was spent on consultant fees in 2008 and what is projected for 2009. Councilmember Malich asked for a report of salaries / benefits to be separated out of the General Fund balance. Councilmember Young commented that it's clear that there is more fixing to do, but it will affect the level of service. He said we need to come up with other solutions.

2) Development Agreement Processing Amendment. Senior Planner Jennifer Kester presented an overview of the comments received at the last meeting, and staff's response. She asked for direction from Council on how they wished to proceed.

Length of development agreements
/issue: Staff has proposed 10 years; Mr. Chadwell requested ²⁰ 2 years, particularly for ^{plats} plat. Staff believes this is a policy decision of the Council.

The following issues were discussed:

- Permit management and tracking
- The inability for large projects to complete in a short time period
- Equal protection concerns (Angela Belbeck responded that if you have a rational basis it's okay to do)
- Adherence to future code adjustments
- Length of extensions (concern with committing future councils to a decision)
- Renewal clause – allow five or ten years with the option for another five year extension capability
- How a development agreement protects both the developer and the city
- The importance of developing criteria on a case by case basis
- Who has the authority to extend the permit another five years
- Change in uses over the years

Planning Director Tom Dolan said that staff would work with the City Attorney to draft language that reflects the concerns raised during discussion.

Modification of development standards through a development agreement
/issue: The current GHMC 19.08.010 states that "a development agreement shall be consistent with the applicable policies and goals of the Gig Harbor comprehensive plan and applicable development regulations." Mr. Chadwell suggests the City should give itself the authority to modify development regulations through a development agreement.

The city attorney advises that development agreements should be consistent with the Comprehensive Plan. Whether development regulations are modified through a development agreement is a policy decision of the Council. Staff notes that staff review time will increase if development regulations are allowed to be modified through a development agreement and review fees may need to increase.

The following issues were discussed:

- Density and uses will be the hardest to regulate
- Benefit of compatibility between gap in zoning designations
- Zoning code offers predictability...this leads to subjectivity
- The need for more zoning designations rather than going this route
- Not enough citizen input – inability to go against land use attorneys
- Future changes in zoning codes and the ability to control future developments through agreements
- Development Agreements can give more protection that zoning code
- The difficulty in down-zoning which take away development rights
- Public noticing concerns
- Development Agreements could require illustration of finished product for public review

Staff to work with the City Attorney to draft an ordinance to include a provision that a development agreement can only be granted if the project is consistent with the Comprehensive Plan.

Development agreements not associated with an underlying permit

Issue: The new process outlined in GHMC 19.08.040 implies that all development agreements are associated with either a legislative action or project permit application; Mr. Chadwell would like the opportunity to present a development agreement prior to submitting an underlying action/permit. Staff believes that this is a policy decision of the Council. Staff notes that review fees may need to increase to accommodate this type of review.

The following issues were discussed:

- Review will require more staff time
- Does this give more authority to the Design Review Board
- Can the agreement come prior to a permit application
- Hearing Examiner may feel their hands are tied
- Good for the developer but city could get into trouble
- Charging for staff time

Staff will draft proposed language for the next meeting for Council review. A list of pros / cons will be included.

Development agreements for action City Council has already entered into

Staff is proposing a change to the new process which would expressly call-out a process for development agreements that come after a final decision on a project permit, such as a development agreement for phasing a final plat after the final plat has been approved. A new 19.08.040(B)(3) is being proposed that would allow the Planning Director to forward a

recommendation to Council for final decision. Ms. Kester explained that there are several approved preliminary plats that may benefit from this mechanism due to the current economy.

Development agreements associated with both legislative and project permit applications
Issue: The new process outlined in GHMC 19.08.040 implies that all development agreements are associated with either a legislative action or project permit application and not both; Mr. Chadwell would like the opportunity to present a development agreement which relates to both legislative and project permit applications.

The City Attorney recommends against such process as the appeal processes for legislative and project permit applications are different. Staff recommends against such process as the timelines for review of legislative and project permit applications are different. The City is statutorily required to process most project permit applications in 90 to 120 days. The City can take as much time as desired in processing legislative actions.

After a brief discussion, the Council agreed with staff on the recommendation to say no to this proposal.

3) Mixed Use District Overlay (MUD) Amendments and Area-Wide Rezone (ZONE 07-0006). Jenn Kester presented information on the recommendation from the Planning Commission to remove the Mixed Use Overlay District and adopt appropriate zoning for the affected areas. She described which properties would be rezoned to the new Mixed Use Zone, and which would remain at their current underlying RB-2 or B-2 zones. She further explained that staff has reviewed the properties on the West side of Burnham and south of 97th and is recommending that they not be rezoned to the Mixed Use District due to environmental constraints. She said that after the public hearing on June 22nd, Council needs to consider the proposed boundaries and standards for the MX Zone. Ms. Kester described some of the changes to uses, setbacks and performance standards for height and density and the rationale behind the recommendations.

The following was discussed:

- Height concerns
- Require mixed use if that is the desired outcome and avoid pockets
- Mixed Use doesn't fit the character of Gig Harbor
- Employment Opportunities in this area to support mixed
- Is this the best area for Mixed Use if MUD didn't work
- Down zoning properties
- Is this a good place for exclusionary criteria for affordable housing
- Unpredictability of the MUD Zone
- Lay out street grid ahead of time

Tom Dolan commented that Council asked the Planning Commission to review this area because the MUD Overlay wasn't working; they were reluctant to just remove the overlay which would take away some property rights. The Mixed Use Zone is the compromise. Ms. Kester stressed that it is up to Council to decide whether to retain the MUD Overlay or adopt the recommendations.

ADJOURN: The meeting adjourned at 8:40 p.m.



Subject: Public Hearing & First Reading of Ordinance – Prentice/Benson Street Vacation Request – Ladd and Oe Bacchus

Proposed Council Action: Recommend that Council approve the Ordinance to vacate a portion of Prentice Avenue and Benson Street as presented at the second reading.

Dept. Origin: Public Works / Engineering

Prepared by: Willy Hendrickson Engineering Technician

For Agenda of: July 13, 2008

Exhibits: Petition Request, Ordinance with exhibits, Location map, Vicinity map, checklist

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Handwritten signatures and dates: CLH 7/7/09, RJK, app'd by email, N/A, and a signature.

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values are 0, 0, 0.

INTRODUCTION/BACKGROUND

The city received a Letter of Request from Thornton Land Surveying representing Ladd and Oe Bacchus petitioning the city to vacate a portion of Prentice Avenue and Benson Street abutting 9314 and 9304 Peacock Hill Avenue in accordance with GHMC 12.14.002.

Specifically, the request is for the vacation of the West thirty-three (33) feet of Prentice Avenue and the North thirty-two (32) feet of Benson Street rights-of-way currently held by the city and abutting Lots 1,2 & 3, Block 3 of the Woodworth Addition to Gig Harbor, property addresses of 9314 and 9304 Peacock Hill Avenue (parcel numbers 9815000070 and 9815000080).

City staff from the Planning, Building and Public Works Departments have reviewed and approved this request with comments from Public Works. All utility easements have been granted and recorded for the 8-inch sewer line running along Prentice and the abandoned 4-inch water main running along Benson Street.

At the June 8th Council meeting, Council approved a resolution setting the public hearing date and first reading of this Ordinance at this July 13th Council Meeting.

POLICY CONSIDERATIONS

These portions of rights-of-way were platted in Pierce County in 1890 and were not opened or improved by 1905, therefore both portions of right-of-way automatically were vacated by operation of law in 1896. The city's ability to open these portions of Prentice Avenue and Benson Street are barred by lapse of time and the city has no interest in the streets, except for the 8-inch sewer line running along Prentice and the abandoned 4-inch water main running

along Benson Street to maintain the city's utilities located there. In order to ensure that this portion of Prentice Avenue and Benson Street is placed on tax rolls and the ownership is formally recorded, the property owner has requested that the city vacate the street under GHMC 12.14.

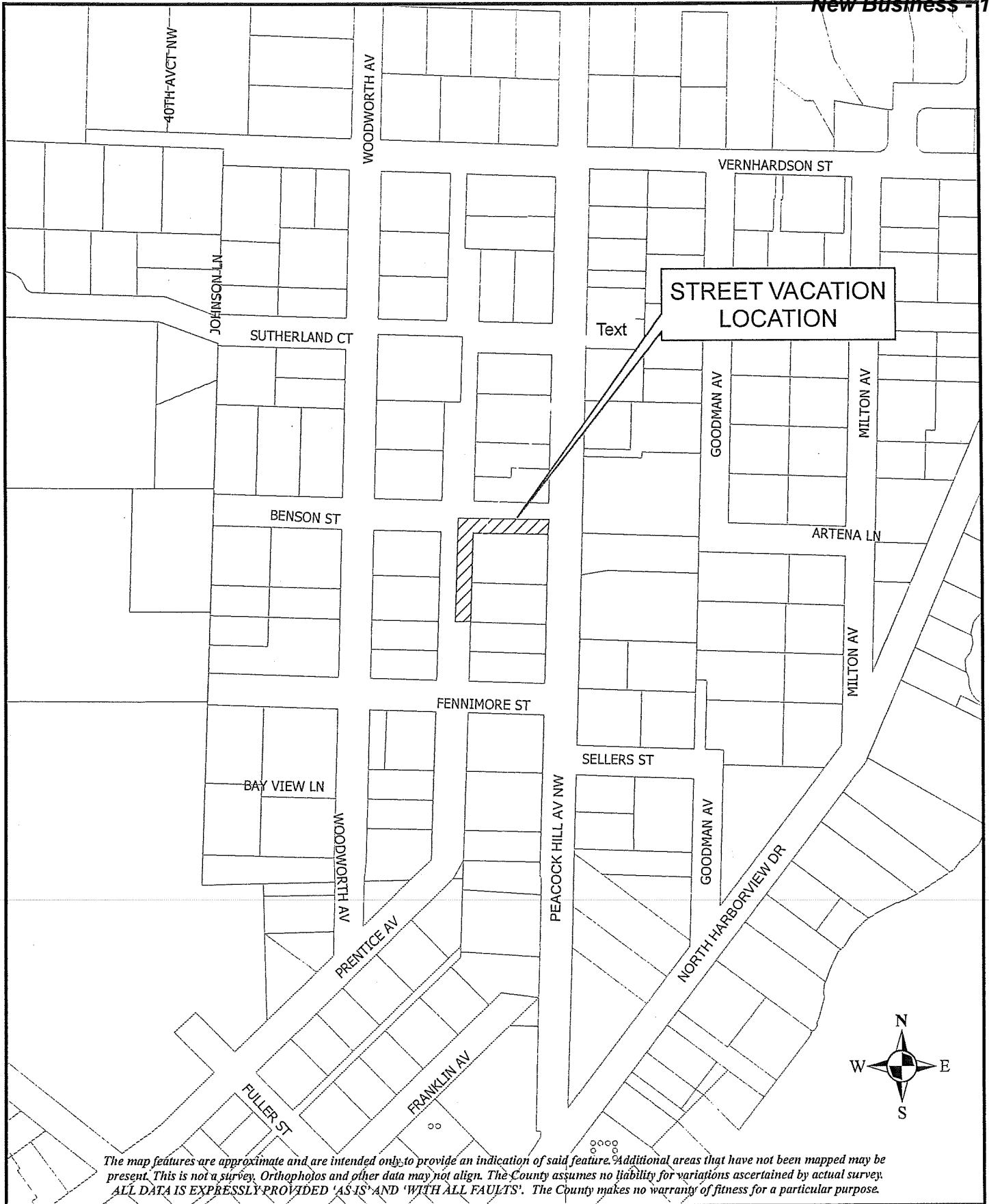
The rights-of-way proposed for vacation are surplus to the city's needs, and the city does not have any plans for improving the rights-of-way proposed for vacation.

FISCAL CONSIDERATIONS

The processing fee has been paid in accordance with GHMC 12.14.004.

RECOMMENDATIONS

Staff recommends that Council approve the Ordinance to vacate a portion of Prentice Avenue and Benson Street as presented at the second reading.



The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. Orthophotos and other data may not align. The County assumes no liability for variations ascertained by actual survey. ALL DATA IS EXPRESSLY PROVIDED 'AS-IS' AND 'WITH ALL FAULTS'. The County makes no warranty of fitness for a particular purpose.

BACCHUS STREET VACATION - PRENTICE AVE. AND BENSON ST.
VICINITY MAP

WOODWORTH AV

PEACOCK HILL AV NW

PRENTICE AV

FENNIMORE ST



The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. Orthophotos and other data may not align. The County assumes no liability for variations ascertained by a field survey. ALL DATA IS EXPRESSLY PROVIDED AS IS AND WITH ALL FAULTS. The County makes no warranty of fitness for a particular purpose.



VACATION OF STREETS AND ALLEYS

GIG HARBOR MUNICIPAL CODE CHAPTER 12.14

Name: Ladd C. Baccus Date: 7/15/08

Site address: 9304 Peacock Hill Ave Gig Harbor WA 98332

Phone Number: _____ Parcel Number: 9815000070 & 9815000080

OWNER REQUIREMENTS

- The petition or resolution shall be filed with the city clerk, and the petition shall be signed by the owners of more than two-thirds of the property abutting upon the part of such street or alley sought to be vacated. [GHMC § 12.14.002 (c)].
- Nonrefundable payment to the City of a pre-hearing fee of \$150.00, to defray the administrative cost incurred in processing such vacation petitions [GHMC § 12.14.004 (a)].
- Legal description prepared by a Licensed Surveyor of area to be vacated [GHMC § 12.14.002 (b)].
- Location map showing surrounding street network, existing utilities, and adjacent properties labeled with ownership, site addresses, and parcel numbers.
- Site map prepared by a Licensed Surveyor showing the existing property and street vacation areas with dimensions (using bearings and distances), calculated square footage, two-foot contours, existing easements, wetlands and trails or other relevant information.
- At the time the City Council recommends granting a vacation petition, the petitioner shall deposit a \$500.00 appraisal fee with the Public Works Director [GHMC § 12.14.004 (b)]. Appraisal fee not required if qualified under the Non-user Statute [GHMC § 12.14.018 (c)].
- Compensation to the City for vacation if applicable [GHMC § 12.14.018]. Compensation not required if qualified under the Non-user Statute [GHMC § 12.14.018 (c)].

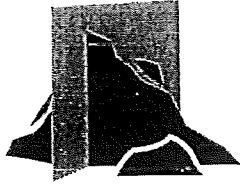
CITY REVIEW

- Determine Non-user Statute application. YES WOODWORTH ADDITION 1890
- Verify all information provided in the petition, legal description, location map, and site map.
- Describe topography and vegetation (forested, cleared, etc.) using GIS aerial and digital camera photos of site.
- Verify existing utilities or call One Call Locate to determine what utilities are on the property.
- Determine proposed vacation's consistency with City of Gig Harbor Comprehensive Plan (i.e. transportation element).
- Determine current extent of public use of area proposed to be vacated as a Prescriptive Easement.
- Determine possible retention for future public uses: Roadway, water, sewer, storm drainage, parking facilities, parks, view areas, and access to waterfront. EASEMENTS REQUIRED

VACATION OF STREETS AND ALLEYS
GIG HARBOR MUNICIPAL CODE CHAPTER 12.14
PAGE 2

New Business - 1

- Develop history of area proposed to be vacated including when area was purchased, dedicated, or otherwise acquired. N/A
- Determine compensation for vacation as described in GHMC § 12.14.018 if applicable. N/A
- Verify payment of pre-hearing \$150 fee and \$500 appraisal fee.
- Prepare aerial vicinity map.
- Prepare Council Resolution.
- Post notices of Public Hearing.
- Determine hearing date. JUNE 8 2009
- Legal Review APPROVED BY ANGELA



T H O R N T O N
L A N D . S U R V E Y I N G . I N C .

8803 State Highway 16
PO Box 249
Gig Harbor, WA 98335
T 253 858 8106
F 253 858 7466
thomtonls.com

14 July 2008

Mr. Willie Hendrickson
Engineering Technician
3510 Grandview Street
Gig Harbor, WA 98335

RE: Vacation of portions of Prentice Avenue (Chester Street) & Benson (Norton) Street right-of-way

Dear Mr. Hendrickson,

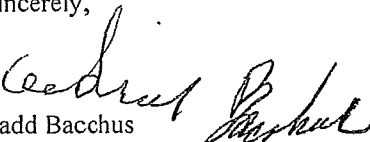
This letter serves as an official request to vacate a 32-foot wide strip of Benson Street right-of-way and a 33-foot wide strip of Prentice Avenue abutting my properties at 9314 & 9304 Peacock Hill Avenue NW in the City of Gig Harbor. This right-of-way along with my properties were created from the plat called "Woodworth's addition to gig harbor" in book 5 of plats at page 66 in Pierce County, Washington. These portions of Prentice Avenue & Benson Street abutting my property at parcel numbers 9815000070 & 9815000080 have never been used as street, nor has it been constructed.

Under the City of Gig Harbor's Municipal Code 12.14.018.C, which sites the "vacations of streets and alleys subject to 1889-90 Laws of Washington, Chapter 19, Section 32 (Non-user statute)", that portion of Prentice Avenue & Benson Street right-of-way's abutting my parcels has adversely, by operation of law, become mine legally since these right-of-way's were never opened nor used for their original purpose.

In light of this information, I wish to request those portions of the Prentice Avenue & Benson Street abutting my properties be vacated. See attached drawings depicting the original location of the subject portion of Prentice Avenue & Benson Street right-of-way's in relation to my parcels.

Thank you for your assistance.

Sincerely,


Ladd Bacchus

AFTER RECORDING RETURN TO:

The City of Gig Harbor
Attn: City Clerk
3510 Grandview St.
Gig Harbor, WA 98335

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

Document Title(s) (or transactions contained therein):

Ordinance No. _____ - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY GIG HARBOR, WASHINGTON, VACATING THE PORTION OF PRENTICE AVENUE AND BENSON STREET.

Grantor(s) (Last name first, then first name and initials)

Bacchus, Ladd C and Oe Sun

Grantee(s) (Last name first, then first name and initials)

City of Gig Harbor

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)

That portion of the South half of Benson Street (formerly Norton Street) per the Plat of Woodworth's Addition to Gig Harbor, recorded in Volume 5 of Plats at Page 66, under Auditor's File No. 38968, Records of Pierce County, Washington, adjacent to and abutting Lot 1, Block 3 of said plat, extending to the centerline intersection of Benson Street and Prentice Avenue per said plat; and that portion of the East half of Prentice Avenue (formerly Chester Street) per said plat, lying between the Western Extension of the South line of Lot 3, Block 3 of said plat and the South margin of Benson Street per said plat, abutting properties 9314 and 9304 Peacock Hill Avenue.

Assessor's Property Tax Parcel or Account number: 981500-070-0 and 981500-080-0

Reference number(s) of documents assigned or released: _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY GIG HARBOR, WASHINGTON, VACATING THE PORTION OF PRENTICE AVENUE AND BENSON STREET ABUTTING 9304 AND 9314 PEACOCK HILL AVENUE.

WHEREAS, Ladd C. and Oe Sun Bacchus petitioned the City to vacate a portion of Prentice Avenue and Benson Street (originally platted as Norton and Chester Streets), which abuts their property at 9304 and 9314 Peacock Hill Avenue, Gig Harbor, Washington, under the nonuser statute, RCW 36.87.090 and GHMC Section 12.14.018(C), and

WHEREAS, the portion of these streets subject to the vacation petition were platted in the Plat of the Woodworth's Addition, recorded in the records of Pierce County on August 22, 1890; and

WHEREAS, in 1890, these streets were in unincorporated Pierce County; and

WHEREAS, the portions of Prentice Avenue and Benson Street subject to the vacation petition were not included in any street that was opened or improved within five years after the original platting in 1890; and

WHEREAS, under RCW 36.87.090, any county road which remained unopened for public use for five years after platting was vacated by lapse of time; and

WHEREAS, the City's street vacation procedures for streets subject to the nonuser statute merely eliminates the cloud on the title created by the plat, because the street has already vacated by lapse of time and operation of law; and

WHEREAS, after receipt of the street vacation petition, the City Council passed Resolution No. 791 initiating the procedure for the vacation of the referenced streets and setting a hearing date; and

WHEREAS, after the required public notice had been given, the City Council conducted a public hearing on the matter on July 13, 2009, and at the conclusion of such hearing determined that the aforementioned right-of-way vacated by operation of law and lapse of time; Now, Therefore,

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

Section 1. The City Council finds that the unopened portion of the platted Prentice Avenue and Benson Street right-of-way described in the Bacchus street vacation petition has vacated by lapse of time and operation of law under RCW 36.87.090. The vacated portion of Prentice Avenue and Benson Street, lying between Woodworth Avenue and Peacock Hill Avenue, Lots 1, 2, and 3 of the Woodworth Addition, Parcel Nos. 981500-070-0 and 981500-080-0, abutting 9314 and 9304 Peacock Hill Avenue are legally described in Exhibit A attached hereto and incorporated by this reference, and further, are shown on the map attached hereto as Exhibit B.

Section 2. The City has the authority to adopt a vacation ordinance to formally remove the cloud on the title of the referenced right-of-way area. This street vacation

ordinance does not affect any existing rights, including any the public may have acquired in the right-of-way since the street was vacated by operation of law.

Section 3. The Owner granted the City two Utility Easements for an existing eight inch sewer main on Prentice Avenue and an abandoned four inch water main on Benson Street (AFN 200906170486 and 200906170487).

Section 4. The City Clerk is hereby directed to record a certified copy of this ordinance with the office of the Pierce County Auditor.

Section 5. This ordinance shall take effect five days after passage and publication as required by law.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this _____ day of _____, 2009.

CITY OF GIG HARBOR

By: _____
Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

By: _____
Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney:

By: _____
Angela Belbeck

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:



THORNTON
LAND SURVEYING, INC.

8803 State Highway 16
PO Box 249
Gig Harbor, WA 98335
T 253 858 8106
F 253 858 7466
thomtonls.com

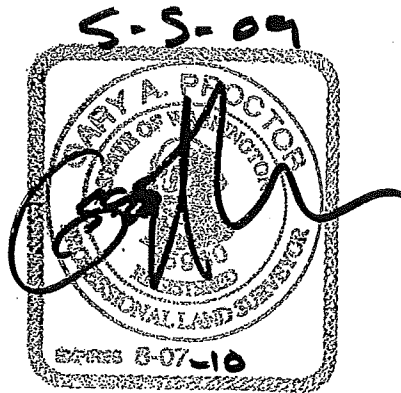
Exhibit A

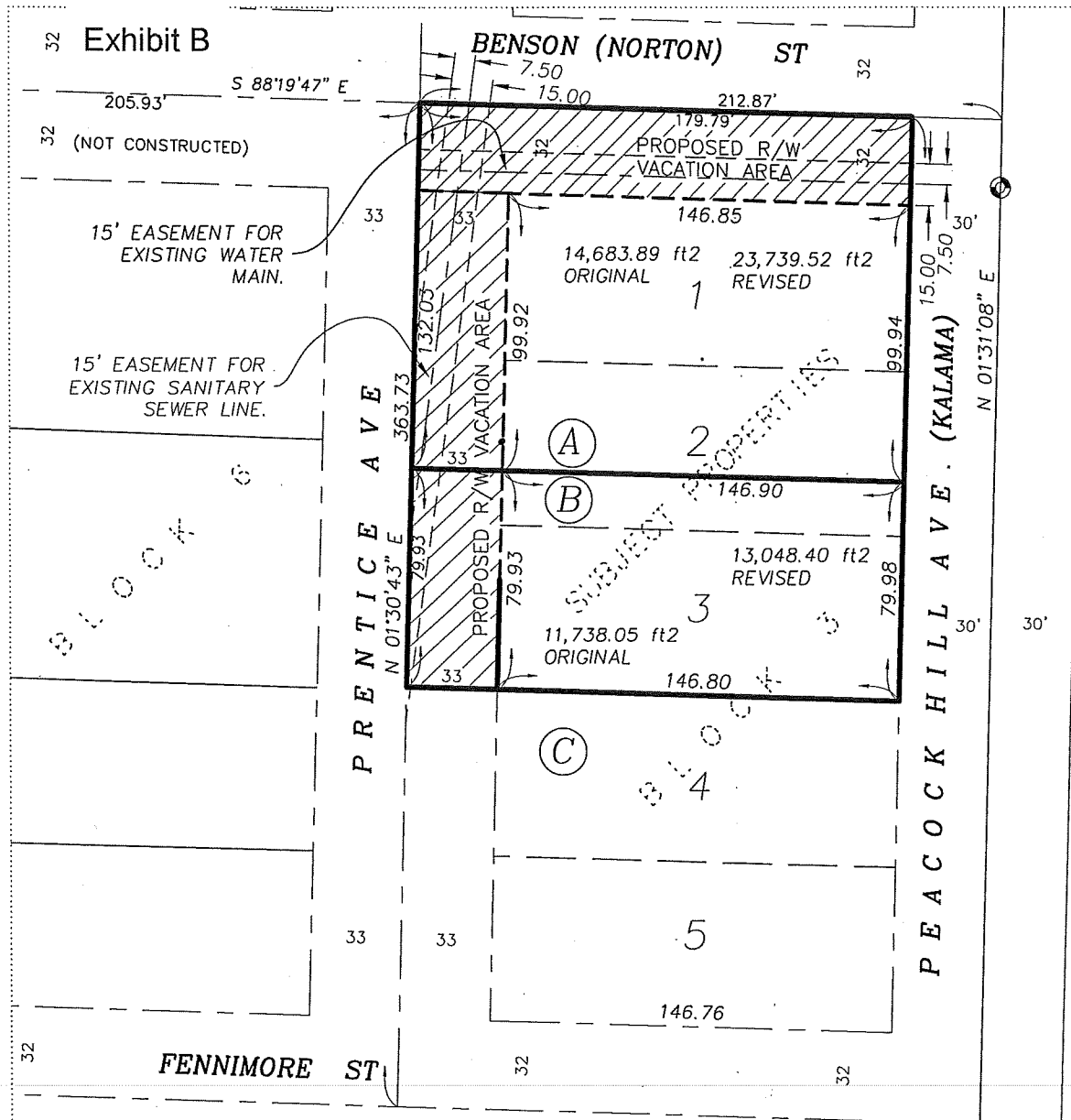
PROPOSED
LEGAL DESCRIPTION

RIGHT-OF-WAY THAT WILL ATTACH BY OPERATION OF LAW TO BACCHUS ADJOINER FOLLOWING VACATION OF A PORTION OF PRENTICE AVENUE, AND A PORTION OF NORTON STREET, GIG HARBOR, WASHINGTON, BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTH HALF OF BENSON STREET (FORMERLY NORTON STREET) PER THE PLAT OF WOODWORTHS ADDITION TO GIG HARBOR, RECORDED IN VOLUME 5 OF PLATS AT PAGE 66, UNDER AUDITOR'S FILE NUMBER 38968, RECORDS OF PIERCE COUNTY, WASHINGTON, ADJACENT TO AND ABUTTING LOT 1, BLOCK 3 OF SAID PLAT, EXTENDING TO THE CENTERLINE INTERSECTION OF BENSON STREET AND PRENTICE AVENUE PER SAID PLAT;

AND THAT PORTION OF THE EAST HALF OF PRENTICE AVENUE (FORMERLY CHESTER STREET) PER SAID PLAT, LYING BETWEEN THE WESTERN EXTENSION OF THE SOUTH LINE OF LOT 3, BLOCK 3 OF SAID PLAT AND THE SOUTH MARGIN OF BENSON STREET PER SAID PLAT.





PARCEL/LOT INFORMATION:

LOT	TAX PARCEL NO.	ADDRESS	OWNER
A	9815000070	9314 PEACOCK HILL AVE	BACCHUS
B	9815000080	9304 PEACOCK HILL AVE	BACCHUS
C	9815000090	9226 PEACOCK HILL AVE	WILLIAMSON

AREA OF STREET VACATION

5,747.70 ft2	4,624.48 ft2
BENSON ST	PRENTICE AVE

SCALE: 1"=60 FEET





Subject: Land Use Permit Extension Ordinance

Proposed Council Action: Conduct Public Hearing and First reading of Ordinance

Dept. Origin: Planning

Prepared by: Tom Dolan *TD*

For Agenda of: July 13, 2009

Exhibits: Draft Ordinance

Initial & Date

Concurred by Mayor:

CLH 7/8/09

Approved by City Administrator:

ROK

Approved as to form by City Atty:

Approved via e-mail

Approved by Finance Director:

N/A

Approved by Department Head:

TD 7/7/09

Expenditure Required	N/A	Amount Budgeted	N/A	Appropriation Required	N/A
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INFORMATION / BACKGROUND

At the June 8, 2009 City Council meeting there was a discussion of the potential of allowing extensions of existing land use permits. Due to the current economic downturn, a number of projects that have received land use approval cannot obtain financing to begin actual development. At the June 8 meeting, staff was requested to bring an ordinance to the Council that would provide for a window of time (3 – 6 months) in which the applicants of currently approved land use permits could apply for an extension. It was further requested that the permit extension be set as a date certain and that the extensions should not be just added onto the expiration date of the permits. In the attached ordinance, it is required that the applicant of a currently active land use permit has until November 30, 2009 to request a two year extension. The ordinance further indicates that extensions, if granted, would end on November 30, 2011. It should be noted that approved land use applications would remain vested in a manner consistent with their current permits under this proposal until November 30, 2011.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Staff recommends that the Council conduct the public hearing and take testimony regarding the proposed ordinance and provide direction to staff for the second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO DEVELOPMENT PERMIT EXTENSIONS; AUTHORIZING THE PLANNING DIRECTOR TO GRANT A TEMPORARY EXTENSION OF THE EXPIRATION OF CERTAIN DEVELOPMENT RELATED APPROVALS AND PERMITS IN RESPONSE TO THE LOCAL, REGIONAL AND NATIONAL ECONOMIC RECESSION; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the severe downturn in the local, regional, and national housing and commercial markets, reduced demand for new housing, tightening credit market, and difficulty obtaining the financing for development projects have resulted in a situation where developers are unable to finalize development projects in a timely manner; and

WHEREAS, in order to prevent the expiration of development approvals during the economic downturn, extensions of the expiration dates of certain development related approvals are needed; and

WHEREAS, the expiration of a development approval can have significant financial impacts to a developer and also adversely affects the financial institutions and other investors which have provided financing in support of a development proposal; and

WHEREAS, construction related activity is a significant tax generator and provides much needed revenue to local governments to finance public safety and other needed public services; and

WHEREAS, the Gig Harbor Municipal code allows for the extension of the expiration date of development related approvals and permits, but such existing extensions will likely be insufficient to accommodate the length and scope of the economic recession; and

WHEREAS, maintaining the viability of development approvals will also help to ensure that the development industry is in a position to respond more quickly once favorable economic conditions return; and

WHEREAS, the Gig Harbor City Council finds that it is in the best interest of citizens of Gig Harbor and the local economy to temporarily grant extensions of the expiration dates for certain development related approvals and permits; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on _____, 2009; and

WHEREAS, on _____, the City Council adopted this Ordinance at second reading during a regular City Council meeting; Now, therefore,

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

Section 1. Findings. The Gig Harbor City Council makes the following findings:

A. That the severe housing and commercial market downturn coupled with the tightening of credit markets has significantly impacted the construction industry and poses a threat to the local economy and the general public health, safety and welfare due to reductions in construction-related taxes and revenues and loss of construction related jobs; and

B. That these conditions require actions to be taken to allow for the extension of certain existing development related approvals that would likely expire due to the economic downturn; and

C. That such action will benefit the local economy by helping to protect the construction industry from the significant financial losses associated with expired development approvals and permits, including the loss of real estate entitlements, and will better enable the local construction industry to recover as the economy improves.

Section 2. Temporary Extensions.

A. Authority. Based on the above findings, the City Council hereby authorizes the Planning Director to extend the expiration date of the below-identified development related approvals and permits to November 30, 2011.

1. Preliminary plats approved under chapter 16.05 GHMC.
2. Binding site plans approved under chapter 16.11 GHMC.
3. Conditional use permits approved under chapter 17.64 GHMC.
4. Variances approved under chapter 17.66 GHMC.
5. Performance-based height exceptions approved under chapter 17.67 GHMC.
6. Nonconforming use and structure review approved under chapter 17.68 GHMC.
7. Planned residential developments approved under chapter 17.89 GHMC.
8. Planned unit developments approved under chapter 17.90 GHMC.

9. Site plans approved under chapter 17.96 GHMC.
10. Design review approved under chapter 17.98 GHMC.
11. Reasonable use exceptions approved under chapter 18.08 GHMC.
12. Shoreline substantial development, conditional use and variance permits approved under the City of Gig Harbor Shoreline Master Program.

B. Request for Extension of Development Related Approvals and Permits. A holder of the above-identified development related permits or approvals may submit a written request to the Gig Harbor Planning Director for an extension of the holder's approval or permit no later than five business days prior to expiration of the subject development related approval or permit. The time period during which a holder of a development related approval or permit may apply for a temporary extension shall sunset on November 30, 2009; provided, however, that any temporary extension granted pursuant to this Ordinance prior to the sunset date shall remain in effect for the duration of the extension.

C. Final Decision. Decisions of the Planning Director made pursuant to the provisions of this Ordinance shall be final and not subject to appeal to the Hearing Examiner.

Section 3. No Codification. The provisions of this Ordinance are temporary in nature and shall not be codified.

Section 4. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance. To the extent the provisions of this Ordinance are found to be inconsistent with other provisions of the Gig Harbor Municipal Code, this Ordinance is deemed to control.

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 ___ day of _____, 2009.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

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



Subject: Resolution – Rejecting Peninsula Civil Contractors’ Bid for SR-16/ Burnham Drive Interchange Improvement Project (CSP-0823)

Proposed Council Action: Adopt the Resolution rejecting a single bid from Peninsula Civil Contractors, Inc. received by the City for the SR-16/Burnham Drive Interchange Improvement Project (CSP-0823).

Dept. Origin: Public Works/Engineering

Prepared by: Stephen Misiurak, PE
City Engineer *SM*

For Agenda of: July 13, 2009

Exhibits: Resolution, Portion of Bid Proposal, Subcontractors List, and City Engineer letter dated July 2, 2009

	Initial & Date
Concurred by Mayor:	<i>CLH 7/8/09</i>
Approved by City Administrator:	<i>ROK 7/8/09</i>
Approved as to form by City Atty:	<i>approved via email 7/8/09</i>
Approved by Finance Director:	<i>DF 7/8/09</i>
Approved by Department Head:	<i>SM 7/8/09</i>

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

On July 1, 2009, the City opened bids for the SR-16/Burnham Drive Interchange Improvement Project. The bid received from Peninsula Civil Contractors, Inc., was reviewed and determined to be nonresponsive due to several irregularities, including lack of identification of necessary subcontractors and several blank bid amounts. RCW 35.23.352 authorizes the City to reject such a bid by resolution.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Adopt Resolution rejecting a single bid from Peninsula Civil Contractors, Inc. received by the City of Gig Harbor for the SR-16/ Burnham Drive Interchange Improvement Project (CSP-0823).

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, REJECTING BID FROM PENINSULA CIVIL CONTRACTORS, INC. RECEIVED BY THE CITY ON THE SR 16/BURNHAM DRIVE NW INTERCHANGE IMPROVEMENTS PROJECT, #CSP 0823.

WHEREAS, the City of Gig Harbor recently opened bids on the project commonly known as the SR 16 Burnham Drive NW Interchange Improvements Project (CSP 0823); and

WHEREAS, due to irregularities in the bid received from Peninsula Civil Contractors, Inc., including the lack of necessary identification of electrical and other subcontractors and lack of complete bid extension amounts, the City desires to exercise its right to reject the bid in accordance with the City's reservation of right to reject any or all bids as set forth in its Invitation to Bidders and as authorized under RCW 35.23.352; Now, therefore,

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

Section 1. Rejection of Bid. The bid received by the City of Gig Harbor from Peninsula Civil Contractors, Inc. on the SR 16 Burnham Drive NW Interchange

Improvements Project (CSP 0823) is hereby rejected, and the bid deposit shall be returned to the bidder.

RESOLVED this _____ day of _____, 2009.

CITY OF GIG HARBOR

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. _____



COMMUNITY DEVELOPMENT DEPARTMENT

July 2, 2009

VIA CERTIFIED AND REGULAR U.S. MAIL

Gordon Rush, President
Peninsula Civil Contractors, Inc.
2727 Hollycroft Street, Ste. 410
Gig Harbor, WA 98335

SUBJECT: SR16/BURNHAM DRIVE NW IMPROVEMENT PROJECT - CSP 0823
Rejected Bid

Dear Mr. Rush,

As the City Engineer I am writing to formally advise you that the Gig Harbor City Council will be asked to reject your bid on the above-referenced project. Although your bid appears to be the lowest received, it did not comply with the requirements of RCW 39.30.060. That statute requires that whenever a public works contract that is estimated to cost over one million dollars is put out to bid, the prime contract bidder must submit as part of its bid or within one hour after the published bid submittal time, the names of the subcontractors with whom the prime contractor will subcontract for HVAC, plumbing and electrical work or indicate that it will perform the work itself. Your bid proposal did not identify the electrical contractor. Failure of the prime contract bidder to submit such list of names or to name itself to perform such work shall render the bid nonresponsive and therefore void.

In addition, all bidders are required to properly complete the subcontractor list as required in Section 1-02.6 of the Standard Specifications. Your proposal did not list any subcontractors being utilized on this project. Failure to list the subcontractors allows the city to consider the bid irregular and reject it pursuant to Section 1-02.13 of the Standard Specifications.

Further, Section 1-02.6 of the Standard Specifications requires that an extension for each unit price be included on the proposal. Many of the unit prices on the bid proposal submitted were not extended to show the total price and were left blank, giving the city no way to know whether the unit prices listed were accurate.

Based upon these facts, the City has determined your bid proposal to be irregular, non-responsive and void. Therefore, the City Council will be asked to reject the bid at its July 13 public meeting.

If you have any questions regarding this letter or the rejection of your bid, please feel free to contact me at 253.851.6170.

Sincerely,



FOR Stephen Misiurak, P.E., City Engineer

Cc: Rumina Suafoa, PE – WSDOT, 1614 South Mildred Street, Suite M Tacoma, WA 98465-1626
Christopher Kirk – FHS consultant, 111 W. John Street, Suite 306 Seattle, WA 98119
file

BID PROPOSAL

**SR 16 / BURNHAM DRIVE NW INTERCHANGE IMPROVEMENTS PROJECT
CSP 0823**

The undersigned hereby certifies that he has personally examined the details for this project and understands the methods by which payment will be made, and hereby proposes to supply the materials in accordance with the Plans, Specifications and Contract at the following schedule of rates and prices.

The work under this contract shall be fully completed within the working days specified in the special provisions.

NOTE: Unit prices for all items, all extensions and total amount must be shown in ink or typewritten. Show unit prices in figures only.

Schedule A: Roadway Improvements (Within WSDOT Right-of-Way)

Schedule B: Roadway Improvements (Within City Right-of-Way)

ITEM NO	SPEC. SECTION	ITEM	UNIT	UNIT PRICE	SCH. A QTY	SCH. A TOTAL PRICE	SCH. B QTY	SCH. B TOTAL PRICE
1	1-04.4(1)	Minor Changes	DOL	EST	FA	\$0	FA	\$0
2	1-04.12	Record Drawings	LS	-	LS	3,500	LS	3,000
3	1-07.15(1)	SPCC Plan	LS	-	LS	500	LS	500
4	1-07.17	Potholing	FA	EST	FA	\$10,000	FA	\$10,000
5	1-07.23	Pedestrian Control and Protection	LS	-	LS	1,500	LS	1,000
6	1-08.3	Type B Progress Schedule	LS	-	LS	500	LS	500
7	1-09.6	General Force Account	FA	EST	FA	\$100,000	FA	\$100,000
8	1-09.7	Mobilization	LS	-	LS	407,965	LS	0.01
9	1-10	Traffic Control Supervisor	LS	-	LS	50,000	LS	25,000
10	1-10	Flaggers and Spotters	HR	48	2,838	136,224	1,418	68,064
11	1-10	Construction Signs Class A	SF	19	112	2,128	56	1,064
12	1-10	Sequential Arrow Sign	HR	1,50	3,000	4,500	2,000	3,000
13	1-10	Portable Changeable Message Sign	EA	9,950	2	19,900	4	39,800
14	1-10	Operation of Portable Changeable Message Sign	HR	2.75	17,032	46,838	8,504	23,386
15	1-10	Other Temporary Traffic Control	LS	59,700	LS	59,700	LS	40,000
16	2-01	Clearing and Grubbing	AC	8,200	2.2	18,040	0.6	4,920

New Business - 3

Schedule A: Roadway Improvements (Within WSDOT Right-of-Way)

Schedule B: Roadway Improvements (Within City Right-of-Way)

ITEM NO.	SPEC. SECTION	ITEM	UNIT	UNIT PRICE	SCH. A		SCH. B	
					SCH. A QTY	SCH. A TOTAL PRICE	SCH. B QTY	SCH. B TOTAL PRICE
17	2-01	Roadside Cleanup	FA	EST	FA	\$5,000	FA	\$3,000
18	2-02	Removal of Structures and Obstructions	LS	-	LS	10,000	LS	7,000
19	2-02	Sawcutting Asphalt Conc. Pavement	LF	1.50	3,505	5,257.50	2,942	4,413
20	2-02	Removing Asphalt Conc. Pavement	SY	3.30	4,140	13,662.00	2,190	7,227
21	2-03	Roadway Excavation Incl. Haul	CY	10	1,220	12,200	630	6,300
22	2-03	Roadway Excavation Incl. Haul - Area Walls	CY	11	3,835	42,185	490	5,390
23	2-03	Unsuitable Foundation Excavation Incl. Haul	CY	14.50	1,000	14,500	200	2,900
24	2-03	Gravel Borrow Incl. Haul	TON	12	7,905	94,860	3,460	41,520
25	2-03	Embankment Compaction	CY	1	4,275	4,275	1,870	1,870
26	2-03	Pond Excavation Incl. Haul	CY	10	3,700	37,000	-	-
27	2-03	Wetland and Stream Excavation Incl. Haul	CY	80	70	5,600	681	54,480
28	2-09	Structure Excavation Class B Incl. Haul	CY	10	5,266	52,660	957	9,570
29	2-09	Shoring or Extra Excavation Class B	SF	6.01	189,670	1,139,670	54,480	544,80
30	2-09	Controlled Density Fill	CY	75	50	3,750	233	17,475
31	2-11	Trimming and Cleanup	LS	-	LS	7,000	LS	3,000
32	2-12	Construction Geotextile for Underground Drainage	SY	2.50	1,510	3,775	1,260	3,150
33	2-13	Displacement Rammed Aggregate Piers	LF	31	4,736	146,816	1,456	45,136
34	2-13	Remove Displacement Rammed Aggregate Piers Obstruction	FA	EST	FA	\$20,000	FA	\$10,000
35	4-04	Crushed Surfacing Top Course	TON	21.50	116	2,494	210	4,515
36	4-04	Crushed Surfacing Base Course	TON	21.50	2,678	57,577	1,271	27,326.50
37	5-04	HMA CL 1/2 In. PG 64-22	TON	66.50	4,095	272,317.50	1,890	125,685
38	5-04	Commercial HMA	TON	68.00	200	13,600	100	6,800
39	5-04	Planing Bituminous Pavement	SY	3.00	2,903	8,709	150	450
40	5-05	Patterned Colored Concrete (Splitter Island)	SY	55	190	10,450	670	36,850
41	5-05	Patterned Colored Concrete (Truck Apron)	SY	95	360	34,200	-	-
42	5-05	Patterned Colored Concrete (Crosswalk)	SY	100	0	-	115	11,500

Schedule A: Roadway Improvements (Within WSDOT Right-of-Way)

Schedule B: Roadway Improvements (Within City Right-of-Way)

ITEM NO.	SPEC. SECTION	ITEM	UNIT	UNIT PRICE	SCH. A QTY	SCH. A TOTAL PRICE	SCH. B QTY	SCH. B TOTAL PRICE
43	6-02	Gravel Backfill for Wall	CY	32	234	7,488	0	-
44	6-02	Cure Box	LS	5	LS	500	LS	500
45	6-06	Bridge Railing Type 10 Inch BP	LF	60	280	16,800	36	2,160
46	6-10	Single Slope Concrete Barrier	LF	75	320	24,000	176	13,200
47	6-10	Cast-In-Place Conc. Barrier Light Standard Section	EA	100	4	400	-	-
48	6-10	Temporary Conc. Barrier	LS	-	LS	30,000	LS	20,000
49	6-13	Backfill for Structural Earth Wall Incl. Haul	CY	21	8,380	175,980	1,445	30,345
50	6-13	Structural Earth Wall - Precast Concrete Facing Panel	SF	26	19,220	499,720	3,990	103,740
51	6-13	Structural Earth Wall - Welded Wire Faced	SF	22	2,705	59,510	-	-
52	6-13	SEW Pedestrian Barrier	LF	100	280	28,000	-	-
53	6-16	Shaft - 30-In. Diameter	LF	115	648	74,520	1,323	152,145
54	6-16	Furnishing Soldier Pile - W18x76	LF	60	910	54,600	1,127	67,620
55	6-16	Furnishing Soldier Pile - W12x65	LF	47	-	-	796	37,412
56	6-16	Lagging	SF	14	1,827	25,578	-	-
57	6-16	Prefabricated Drainage Mat	SY	10	136	1,360	-	-
58	6-16	Concrete Fascia Panel	SF	23	1,827	42,021	-	-
59	6-16	Precast Concrete Fascia Panel	SF	37	-	-	3,528	130,536
60	6-16	Removing Soldier Pile Shaft Obstructions	FA	EST	FA	\$20,000	FA	\$30,000
61	6-19	Dewatering Foundations	LS	-	LS	3,000	LS	2,000
62	7-01	Gravel Backfill for Drain	CY	32	130	4,160	22	704
63	7-01	Drain Pipe, 6 In. Diam.	LF	20	180	3,600	20	400
64	7-01	Underdrain Pipe, 6 In. Pipe	LF	15	2,350	35,250	390	5,850
65	7-04	Ductile Iron Class 52 Storm Sewer Pipe 12 In. Diam.	LF	40	502	20,080	94	3,760
66	7-04	Ductile Iron Class 52 Storm Sewer Pipe 18 In. Diam.	LF	45	26	1,170	25	1,125
67	7-04	Schedule A Storm Sewer Pipe 12 In. Diam.	LF	28	1,693	47,404	360	10,080
68	7-04	Schedule A Storm Sewer Pipe 18 In. Diam.	LF	37	-	-	42	1,554

New Business - 3

BID PROPOSAL

Schedule A: Roadway Improvements (Within WSDOT Right-of-Way)
Schedule B: Roadway Improvements (Within City Right-of-Way)

ITEM NO.	SPEC. SECTION	ITEM	UNIT	UNIT PRICE	SCH. A QTY	SCH. A TOTAL PRICE	SCH. B QTY	SCH. B TOTAL PRICE
69	7-04	Schedule A Storm Sewer Pipe 24 In. Diam.	LF	42	102	4,284	-	-
70	7-04	Testing Storm Sewer Pipe	LF	2	2,323	4,646	521	1,042
71	7-05	Manhole 48 In. Diam. Type 1	EA	2,500	3	7,500	-	-
72	7-05	Manhole Additional Height 48 In. Diam. Type 1	LF	130	26	3,380	-	-
73	7-05	Catch Basin Type 1	EA	1,100	21	23,100	13	14,300
74	7-05	Catch Basin Type 1L	EA	1,000	3	3,000	-	-
75	7-05	Catch Basin Type 2, 48 In. Diam.	EA	2,000	10	20,000	1	2,000
76	7-05	Catch Basin Type 2, 60 In. Diam. With Flow Restrictor and Secondary Inlet	EA	3,500	1	3,500	-	-
77	7-05	Adjust Manhole	EA	1,300	-	-	1	1,300
78	7-05	Adjust Catch Basin	EA	1,300	-	-	2	2,600
79	7-05	Connection to Drainage Structure	EA	1,200	1	1,200	-	-
80	7-05	Locking Solid Metal Cover and Frame for Existing Structure	EA	550	-	-	2	1,100
81	7-05	Trash Rack	EA	1,000	2	2,000	-	-
82	7-07	Cleaning Existing Drainage Structures	LS	-	LS	4,400	LS	3,000
83	7-12	Adjust Valve Box	EA	175	-	-	3	525
84	8-01	High Visibility Fence	LF	2	3,180	6,360	2,260	-
85	8-01	Temporary Stream Diversion and Dewatering	LS	-	LS	4,000	LS	-
86	8-01	ESC Lead	DAY	5	160	800	60	-
87	8-01	Erosion Control Blanket	SY	3	-	-	346	-
88	8-01	Stabilized Construction Entrance	SY	20	165	3,300	165	-
89	8-01	Inlet Protection	EA	70	37	2,590	20	-
90	8-01	Silt Fence	LF	3.50	3,430	12,005	2,260	-
91	8-01	Wattle	LF	2	500	1,000	-	-
92	8-01	Seeding, Fertilizing and Mulching	AC	2,500	0.5	1,250	0.5	-
93	8-01	Erosion/Water Pollution Control	FA	EST	FA	\$250,000	FA	\$250,000

BID PROPOSAL

Schedule A: Roadway Improvements (Within WSDOT Right-of-Way)
Schedule B: Roadway Improvements (Within City Right-of-Way)

ITEM NO.	SPEC. SECTION	ITEM	UNIT	UNIT PRICE	SCH. A QTY	SCH. A TOTAL PRICE	SCH. B QTY	SCH. B TOTAL PRICE
94	8-01	Erosion/Water Pollution Control (EWPC) Plan	LS	-	LS	500	LS	
95	8-01	Fugitive Dust Control Plan (FDCP)	LS	-	LS	500	LS	
96	8-02	Topsoil Type A	CY	50	-	-	40	
97	8-02	Soil Amendments	CY	40	-	-	13	
98	8-02	Bark or Wood Chip Mulch	CY	70	100	4,000	120	
99	8-02	PSIPE Acer Circinatum, 2 Gal.	EA	16 16	-	-	7	
100	8-02	PSIPE Acer Macrophyllum, 2 Gal.	EA	16	-	-	14	
101	8-02	PSIPE Cornus Sericea, 1 Gal.	EA	7	-	-	13	
102	8-02	PSIPE Corylus Cornuta, 2 Gal.	EA	16	-	-	4	
103	8-02	PSIPE Fraxinus Latifolia, 2 Gal.	EA	16	-	-	2	
104	8-02	PSIPE Holodiscus Discolor, 1 Gal.	EA	16	-	-	21	
105	8-02	PSIPE Lonicera Involucrata, 1 Gal.	EA	7	-	-	13	
106	8-02	PSIPE Mahonia Aquifolium, 2 Gal.	EA	16 16	-	-	21	
107	8-02	PSIPE Malus Fusca, 2 Gal.	EA	16	-	-	17	
108	8-02	PSIPE Physocarpus Capitatus, 2 Gal.	EA	16	-	-	17	
109	8-02	PSIPE Picea Sitchensis, 2 Gal.	EA	16	-	-	86	
110	8-02	PSIPE Populus Tricocarpa, 2 Gal.	EA	16	-	-	3	
111	8-02	PSIPE Pseudotsuga Menziesii, 2 Gal.	EA	16 16	-	-	17	
112	8-02	PSIPE Ribes Sanquineum, 1 Gal.	EA	16 7	-	-	7	
113	8-02	PSIPE Rosa Nutkana, 1 Gal.	EA	7	-	-	26	
114	8-02	PSIPE Rubus Parviflorus, 1 Gal.	EA	7	-	-	7	
115	8-02	PSIPE Rubus Spectabilis, 1 Gal.	EA	7	-	-	13	
116	8-02	PSIPE Salix Lucida, Live Stake	EA	100	-	-	53	
117	8-02	PSIPE Salix Sitchensis, Live Stake	EA	100	-	-	56	
118	8-02	PSIPE Sambucus Racemosa, 1 Gal.	EA	7	-	-	7	
119	8-02	PSIPE Thuja Plicata, 2 Gal.	EA	16	-	-	87	

Schedule A: Roadway Improvements (Within WSDOT Right-of-Way)
Schedule B: Roadway Improvements (Within City Right-of-Way)

ITEM NO.	SPEC. SECTION	ITEM	UNIT	UNIT PRICE	SCH. A QTY	SCH. A TOTAL PRICE	SCH. B QTY	SCH. B TOTAL PRICE
120	8-02	Sensitive Area Sign on Post	EA	1	—	—	1	100
121	8-02	Removal of Buried Man-Made Debris	FA	EST	FA	\$3,000	FA	\$7,000
122	8-02	Landscape Restoration	FA	EST	—	—	FA	\$10,000
123	8-03	Provide Water for Irrigation	LS	—	LS	2,500	LS	—
124	8-04	Cement Conc. Traffic Curb and Gutter	LF	21	913	14,173	912	—
125	8-04	Cement Conc. Traffic Curb	LF	20	—	—	272	—
126	8-04	Roundabout Truck Apron Cement Conc. Curb and Gutter	LF	23	285	4,555	—	—
127	8-04	Roundabout Central Island Cement Concrete Curb	LF	20	35	700	—	—
128	8-04	Cement Conc. Extruded Curb	LF	5	547	2,735	1,194	—
129	8-04	Asphalt Conc. Extruded Curb	LF	4	2,051	8,204	538	—
130	8-04	Cement Conc. Gutter	LF	22	—	—	144	—
131	8-04	Low Profile Barrier Curb Type 1	LF	60	—	—	12	—
132	8-04	Low Profile Barrier Curb Transition A	LF	60	—	—	24	—
133	8-10	Flexible Guide Post	EA	35	50	1,750	5	—
134	8-10	Sensitive Area Marker	EA	35	4	140	—	—
135	8-11	Beam Guardrail Type 1	LF	22	411	9,042	—	—
136	8-11	Beam Guardrail Type 31	LF	22	1,473	32,406	635	—
137	8-11	Beam Guardrail Anchor Type 1	EA	250	2	1,500	—	—
138	8-11	Beam Guardrail Transition Section Type 21	EA	2,500	9	22,500	—	—
139	8-11	Beam Guardrail Type 31 Non-Flared Terminal	EA	2,500	2	5,000	1	—
140	8-11	Removing Guardrail	LF	6	2,647	15,882	720	—
141	8-11	Removing Guardrail Anchor	EA	220	6	1,320	1	—
142	8-12	Tree Protection Barricade	LF	20	—	—	120	2,400
143	8-12	Wire Fence Type 1	LF	18	88	1,584	—	—
144	8-12	Cable Fence	LF	54	1,426	77,004	267	—
145	8-13	Adjust Monument Case and Cover	EA	750	0	—	2	—

BID PROPOSAL

Schedule A: Roadway Improvements (Within WSDOT Right-of-Way)

Schedule B: Roadway Improvements (Within City Right-of-Way)

ITEM NO.	SPEC. SECTION	ITEM	UNIT	UNIT PRICE	SCH. A QTY	SCH. A TOTAL PRICE	SCH. B QTY	SCH. B TOTAL PRICE
146	8-14	Cement Conc. Sidewalk	SY	30	550	16,500	880	
147	8-14	Cement Conc. Sidewalk Ramp Type 1	EA	900	1	900	5	
148	8-14	Cement Conc. Sidewalk Ramp Type 4	EA	900	2	1,800	1	
149	8-15	Hand Placed Riprap	CY	110	52	5,720	17	
150	8-15	Quarry Spalls	TON	40	159	6,360		
151	8-15	Streambed Gravel	TON	21			100	
152	8-15	Rock Riffles	LS		LS	11,500		
153	8-17	Temporary Impact Attenuator	EA	5,000	3	15,000	1	
154	8-20	Illumination System No. 1 (WSDOT), Complete	LS		LS	40,000		
155	8-20	Illumination System No. 2 (City), Complete	LS	155,000			LS	155,000
156	8-20	Spare System for Future Use, Complete	LS	11,000			LS	11,000
157	8-20	Temporary Illumination System, Complete	LS		LS	15,000		
158	8-20	Crosswalk Lighting System, Complete	LS	90,000			LS	90,000
159	8-20	ITS Modifications, Complete	LS		LS	9,000		
160	8-20	Directional Boring	LF	60			75	4,500
161	8-21	Permanent Signing	LS		LS	24,000	LS	
162	8-21	Removing and Resetting City Sign Structure	LS	3,500			LS	3,500
163	8-22	Plastic Line	LF	6	6,584	26,336	2,787	
164	8-22	Plastic Wide Line	LF	7	3,535	24,745	3,854	
165	8-22	Plastic Stop Line	LF	10			29	
166	8-22	Plastic Crosswalk Line	SF	10	80	800		
167	8-22	Plastic Traffic Arrow	EA	180	23	4,140	18	
168	8-22	Plastic Traffic Letter	EA	85	12	1,020	24	
169	8-22	Plastic Yield Line Symbol	EA	55	66	3,630	114	
170	8-22	Plastic Bike Lane Symbol	EA	450			5	
171	8-22	Plastic Drainage Marking	EA	50	36	1,800	14	

BID PROPOSAL

Schedule A: Roadway Improvements (Within WSDOT Right-of-Way)

Schedule B: Roadway Improvements (Within City Right-of-Way)

ITEM NO.	SPEC. SECTION	ITEM	UNIT	UNIT PRICE	SCH. A QTY	SCH. A TOTAL PRICE	SCH. B QTY	SCH. B TOTAL PRICE
172	8-22	Removal of Miscellaneous Traffic Items	LS	-	LS	100	LS	
173	8-23	Temporary Pavement Marking	LF	72	13,700	27,400	6,800	
174	8-23	Temporary Traffic Arrows	EA	50	9	450	4	
175	8-26	Field Office Building	LS	-	LS	13,000	LS	
176	8-30	Pedestrian Handrail	LF	63	-		140	8,820

\$ 3,816,732.65 ✓
 \$ 2,256,273.30

Schedule A and Schedule B Subtotals

BID PROPOSAL

**SR 16 / BURNHAM DRIVE NW INTERCHANGE IMPROVEMENTS PROJECT
CSP 0823**

BID SUMMARY

Base Bid

Subtotal Schedule A

\$ 3,016,732.65 ✓
 Three million eight hundred sixteen thousand seven hundred thirty two and 65/100's
 (write in words)

Washington State Sales Tax (8.4%)

\$ 320,605.54 ✓
 Three hundred twenty thousand six hundred five and 54/100's
 (write in words)

Subtotal Schedule B

\$ 2,256,273.30
 Two million two hundred fifty six thousand two hundred seventy three and 30/100's
 (write in words)

(WA State Sales Tax – Not Applicable)

Total Base Bid (Subtotal Schedule A plus Subtotal Schedule B)

\$ 6,073,005.96
 Six million seventy three thousand five dollars and 96/100's
 (write in words)

TOTAL GROSS BID (Total Base Bid plus Sales Tax for Schedule A)

\$ 6,393,611.50
 Six million three hundred ninety three thousand six hundred eleven and 50/100's
 (write in words)

FIRM NAME: Peninsula Civil Contractors, Inc.

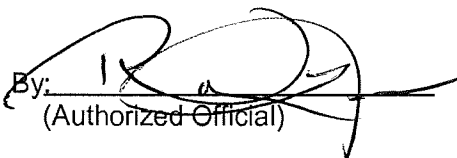
BIDDER'S PROPOSED SUBCONTRACTORS LIST

**SR 16 / BURNHAM DRIVE NW INTERCHANGE IMPROVEMENTS PROJECT
CSP 0823**

The following list identifies firms whose subcontract will exceed ten percent of the submitted bid price and items of work, which the firms will be subcontracted to complete. If work will not be subcontracted, the bidder must list itself. **This must be completed and submitted with the bid.**

	CONTRACTOR FIRM NAME	CONTRACTOR NUMBER	BID ITEM NUMBER(S)	AMOUNT
1.	Ace Paving		37 & 38	\$525,000
2.				RL
3.				7-1-09
4.		N/A		
5.				
6.				
7.				
8.				
9.				
10.				

Contractor

By: 
(Authorized Official)

7-1-09
(Date)

Sr. Vice-President
(Title)



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

Subject: SR 16/Burnham Drive NW Interchange Improvements Project (CSP-0823) Contract Bid Award

Proposed Council Action: Award a public works contract for construction of the SR 16/Burnham Drive Interchange Improvements Project to Woodworth & Company, Inc. in the amount of \$6,412,853.09 (including sales tax).

Dept. Origin: Public Works/Engineering

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

For Agenda of: July 13, 2009

Exhibits: Bid Tabulation Summary
Public Works Contract

Initial & Date

Concurred by Mayor: *CLH 7/8/09*

Approved by City Administrator: *RYK 7/8/09*

Approved as to form by City Atty: *approv via email 7/8/09*

Approved by Finance Director: *QR 7/8/09*

Approved by Department Head: *SM 7/8/09*

Expenditure Required	Amount	Budgeted	Appropriation Required	Amount
	\$6,412,853.09			\$0
		\$7,500,000.00		

INFORMATION/BACKGROUND

On June 4, 2009 the City formally advertised this project for solicitation of bids. The bid opening was performed on July 1, 2009 with a total of 6 bids received. Peninsula Civil Contractors bid is in the process of formally being rejected. Due to their bid schedule omissions, a total bid amount could not be confirmed and is not been summarized in the bid results, as it contained numerous bid irregularities and omissions.

Summarized below are the results of the responsive bids received:

Woodworth & Company, Inc.	\$6,412,853.09
Goodfellow Bros., Inc.	\$6,556,567.21
Tucci & Sons, Inc.	\$6,692,823.36
Active Construction, Inc.	\$6,924,271.43
Ceccanti, Inc.	\$9,027,118.93

In accordance with RCW 39.04.350 Mandatory Bidder Responsibility Criteria, the city reviewed the lowest responsible bid submitted by Woodworth & Company, Inc. and determined that they complied with the following six criteria:

1. Registered contractor at the time of bid submittal.
2. Current UBI number.
3. Industrial insurance coverage.
4. Employment security department number.
5. State excise tax registration number.

6. Not disqualified from bidding.

Woodworth & Company, Inc., in the opinion of the City, is qualified to perform the work contained in this complicated construction project.

FISCAL CONSIDERATION

The Engineer's Estimate for this project was \$8,100,000. This project will be funded by the Franciscan Health System. No City funds will be expended for construction of this project.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Staff recommends Council award of SR 16/Burnham Drive Interchange Improvements Project to Woodworth & Company, Inc. in the amount \$6,412,853.09 including Washington state retail sales tax.

Schedule A - Roadway Improvements (Within WSDOT Right-of-Way)
 Schedule B - Roadway Improvements (Within City Right-of-Way)

WOODWORTH & COMPANY, INC.								
ITEM	ITEM NO.	UNIT	"A" UNIT QTY.	UNIT PRICE	SCHEDULE A	"B" UNIT QTY.	SCHEDULE B	TOTAL AMT
Minor Changes	1	0	0	0.00	0.00	0	0.00	0.00
Record Drawings	2	LS	1	2,500.00	2,500.00	1	2,500.00	5,000.00
SPCC Plan	3	LS	1	500.00	500.00	1	500.00	1,000.00
Potholing	4	EST	FA	10,000.00	10,000.00	10,000.00	10,000.00	20,000.00
Pedestrian Control and Protection	5	LS	1	2,500.00	2,500.00	1	2,500.00	5,000.00
Type B Progress Schedule	6	LS	1	1,000.00	1,000.00	1	1,000.00	2,000.00
General Force Account	7	FA	1	100,000.00	100,000.00	100,000.00	100,000.00	200,000.00
Mobilization	8	LS	1	155,000.00	155,000.00	1	300,000.00	455,000.00
Traffic Control Supervisor	9	LS	1	30,000.00	30,000.00	1	60,000.00	90,000.00
Flaggers and Spotters	10	HR	2,838	42.00	119,196.00	1,418	59,556.00	178,752.00
Construction Signs Class A	11	SF	112	30.00	3,360.00	56	1,680.00	5,040.00
Sequential Arrow Sign	12	HR	3,000	3.00	9,000.00	2,000	6,000.00	15,000.00
Portable Changeable Message Sign	13	EA	2	6,000.00	12,000.00	4	24,000.00	36,000.00
Operation of Portable Changeable Message Sign	14	HR	17,032	1.00	17,032.00	8,504	8,504.00	25,536.00
Other Temporary Traffic Control	15	LS	1	12,500.00	12,500.00	1	12,500.00	25,000.00
Clearing and Grubbing	16	AC	2.2	10,000.00	22,000.00	0.6	6,000.00	28,000.00
Roadside Cleanup	17	FA	EST	5,000.00	5,000.00	3,000.00	3,000.00	8,000.00
Removal of Structures and Obstructions	18	LS	1	0.00	0.00	53,000.00	53,000.00	53,000.00
Sawcutting Asphalt Conc. Pavement	19	LF	3,505	1.10	3,855.50	2,942	3,236.20	7,091.70
Removing Asphalt Conc. Pavement	20	SY	4,140	4.50	18,630.00	2,190	9,855.00	28,485.00
Grading								
Roadway Excavation Incl. Haul	21	CY	1,220	30.00	36,600.00	630	18,900.00	55,500.00
Roadway Excavation Incl. Haul - Area Walls	22	CY	3,835	20.00	76,700.00	490	9,800.00	86,500.00
Unsuitable Foundation Excavation Incl. Haul	23	CY	1,000	20.00	20,000.00	200	4,000.00	24,000.00
Gravel Borrow Incl. Haul	24	TON	7,905	10.00	79,050.00	3,460	34,600.00	113,650.00
Embankment Compaction	25	CY	4,275	1.00	4,275.00	1,870	1,870.00	6,145.00
Pond Excavation Incl. Haul	26	CY	3,700	18.00	66,600.00	0	0.00	66,600.00
Wetland and Stream Excavation Incl. Haul	27	CY	70	21.50	1,505.00	681	14,641.50	16,146.50
Structure Excavation Class B Incl. Haul	28	CY	5,266	20.00	105,320.00	957	19,140.00	124,460.00
Shoring or Extra Excavation Class B	29	SF	189,670	0.01	1,896.70	54,480	544.80	2,441.50
Controlled Density Fill	30	CY	50	75.00	3,750.00	233	17,475.00	21,225.00
Trimming and Cleanup	31	LS	1	1,000.00	1,000.00	1	1,000.00	2,000.00
Construction Geotextile for Underground Drainage	32	SY	1,510	1.50	2,265.00	1,280	1,890.00	4,155.00
Displacement Rammed Aggregate Piers	33	LF	4,736	29.50	139,712.00	1,456	42,952.00	182,664.00
Remove Displacement Rammed Aggregate Piers Obstruction	34	FA	EST	FA	20,000.00		10,000.00	30,000.00
Crushed Surfacing Top Course	35	TON	116	100.00	11,600.00	210	21,000.00	32,600.00
Crushed Surfacing Base Course	36	TON	2,676	27.00	72,306.00	1,271	34,317.00	106,623.00
Pavement								
HMA CL 1/2 In. PG 64-22	37	TON	4,095	70.00	286,650.00	1,890	132,300.00	418,950.00
Commercial HMA	38	TON	200	75.00	15,000.00	100	7,500.00	22,500.00
Planing Bituminous Pavement	39	SY	2,903	3.50	10,160.50	150	525.00	10,685.50
Patterned Colored Concrete (Splitter Island)	40	SY	190	58.00	11,020.00	670	38,860.00	49,880.00
Patterned Colored Concrete (Truck Apron)	41	SY	360	116.00	41,760.00	0	0.00	41,760.00
Patterned Colored Concrete (Crosswalk)	42	SY	0	116.00	0.00	115	13,340.00	13,340.00
Structures								
Gravel Backfill for Wall	43	CY	234	30.00	7,020.00	0	0.00	7,020.00
Cure Box	44	LS	1	500.00	500.00	1	500.00	1,000.00
Bridge Railing Type 10 Inch BP	45	LF	280	110.00	30,800.00	36	3,960.00	34,760.00
Single Slope Concrete Barrier	46	LF	320	85.00	27,200.00	176	14,960.00	42,160.00
Cast-In-Place Conc. Barrier Light Standard Section	47	EA	4	7,500.00	30,000.00	0	0.00	30,000.00
Temporary Conc. Barrier	48	LS	1	27,500.00	27,500.00	1	27,500.00	55,000.00
Backfill for Structural Earth Wall Incl. Haul	49	CY	8,380	15.00	125,700.00	1,445	21,675.00	147,375.00
Structural Earth Wall - Precast Concrete Facing Panel	50	SF	19,220	24.10	463,202.00	3,990	96,159.00	559,361.00
Structural Earth Wall - Welded Wire Faced	51	SF	2,705	19.00	51,395.00	0	0.00	51,395.00
SEW Pedestrian Barrier	52	LF	280	225.00	63,000.00	0	0.00	63,000.00
Shaft - 30-In. Diameter	53	LF	648	63.00	40,824.00	1,323	83,349.00	124,173.00
Furnishing Soldier Pile - W18x76	54	LF	910	74.50	67,795.00	1,127	83,961.50	151,756.50
Furnishing Soldier Pile - W12x65	55	LF	0	62.00	0.00	796	49,352.00	49,352.00
Lagging	56	SF	1,827	8.00	14,616.00	0	0.00	14,616.00
Prefabricated Drainage Mat	57	SY	136	5.00	680.00	0	0.00	680.00
Concrete Fascia Panel	58	SF	1,827	39.50	72,166.50	0	0.00	72,166.50
Precast Concrete Fascia Panel	59	SF	0	39.00	0.00	3,528	137,592.00	137,592.00
Removing Soldier Pile Shaft Obstructions	60	FA	EST	FA	20,000.00		30,000.00	50,000.00
Dewatering Foundations	61	LS	1	30,000.00	30,000.00	1	30,000.00	60,000.00
Drainage								
Gravel Backfill for Drain	62	CY	130	30.00	3,900.00	22	660.00	4,560.00
Drain Pipe, 6 In. Diam.	63	LF	180	9.00	1,620.00	20	180.00	1,800.00
Underdrain Pipe, 6 In. Pipe	64	LF	2,350	9.00	21,150.00	390	3,510.00	24,660.00
Ductile Iron Class 52 Storm Sewer Pipe 12 In. Diam.	65	LF	502	58.00	29,116.00	94	5,452.00	34,568.00
Ductile Iron Class 52 Storm Sewer Pipe 18 In. Diam.	66	LF	26	78.00	2,028.00	25	1,950.00	3,978.00
Schedule A Storm Sewer Pipe 12 In. Diam.	67	LF	1,693	31.00	52,483.00	360	11,160.00	63,643.00
Schedule A Storm Sewer Pipe 18 In. Diam.	68	LF	0	37.00	0.00	42	1,554.00	1,554.00
Schedule A Storm Sewer Pipe 24 In. Diam.	69	LF	102	51.00	5,202.00	0	0.00	5,202.00
Testing Storm Sewer Pipe	70	LF	2,323	1.85	4,297.55	521	963.85	5,261.40

Schedule A - Roadway Improvements (Within WSDOT Right-of-Way)
 Schedule B - Roadway Improvements (Within City Right-of-Way)

WOODWORTH & COMPANY, INC.								
ITEM	ITEM NO.	UNIT	"A" UNIT QTY.	UNIT PRICE	SCHEDULE A	"B" UNIT QTY.	SCHEDULE B	TOTAL AMT
Manhole 48 In. Diam. Type 1	71	EA	3	3,000.00	9,000.00	0	0.00	9,000.00
Manhole Additional Height 48 In. Diam. Type 1	72	LF	26	300.00	7,800.00	0	0.00	7,800.00
Catch Basin Type 1	73	EA	21	800.00	16,800.00	13	10,400.00	27,200.00
Catch Basin Type 1L	74	EA	3	900.00	2,700.00	0	0.00	2,700.00
Catch Basin Type 2, 48 In. Diam.	75	EA	10	2,600.00	26,000.00	1	2,600.00	28,600.00
Catch Basin Type 2, 60 In. Diam. With Flow Restrictor and Secondary Inlet	76	EA	1	4,000.00	4,000.00	0	0.00	4,000.00
Adjust Manhole	77	EA	0	350.00	0.00	1	350.00	350.00
Adjust Catch Basin	78	EA	0	275.00	0.00	2	550.00	550.00
Connection to Drainage Structure	79	EA	1	2,500.00	2,500.00	0	0.00	2,500.00
Locking Solid Metal Cover and Frame for Existing Structure	80	EA	0	450.00	0.00	2	900.00	900.00
Trash Rack	81	EA	2	500.00	1,000.00	0	0.00	1,000.00
Cleaning Existing Drainage Structures	82	LS	1	1,250.00	1,250.00	1	1,250.00	2,500.00
Adjust Valve Box	83	EA	0	200.00	0.00	3	600.00	600.00
TESC and Landscaping								
High Visibility Fence	84	LF	3,180	2.50	7,950.00	2,260	5,650.00	13,600.00
Temporary Stream Diversion and Dewatering	85	LS	1	4,000.00	4,000.00	1	4,000.00	8,000.00
ESC Lead	86	DAY	160	50.00	8,000.00	60	3,000.00	11,000.00
Erosion Control Blanket	87	SY	0	3.00	0.00	346	1,038.00	1,038.00
Stabilized Construction Entrance	88	SY	165	20.00	3,300.00	165	3,300.00	6,600.00
Inlet Protection	89	EA	37	75.00	2,775.00	20	1,500.00	4,275.00
Silt Fence	90	LF	3,430	4.00	13,720.00	2,260	9,040.00	22,760.00
Wattle	91	LF	500	2.10	1,050.00	0	0.00	1,050.00
Seeding, Fertilizing and Mulching	92	AC	0.5	5,070.00	2,535.00	0.5	2,535.00	5,070.00
Erosion/Water Pollution Control	93	FA	FA	EST	250,000.00	250,000	250,000.00	500,000.00
Erosion/Water Pollution Control (EWPC) Plan	94	LS	1	500.00	500.00	1	500.00	1,000.00
Fugitive Dust Control Plan (FDPC)	95	LS	1	500.00	500.00	1	500.00	1,000.00
Topsoil Type A	96	CY	0	52.00	0.00	40	2,080.00	2,080.00
Soil Amendments	97	CY	0	74.00	0.00	13	962.00	962.00
Bark or Wood Chip Mulch	98	CY	100	50.00	5,000.00	120	6,000.00	11,000.00
PSIPE Acer Circinatum, 2 Gal.	99	EA	0	15.75	0.00	7	110.25	110.25
PSIPE Acer Macrophyllum, 2 Gal.	100	EA	0	15.75	0.00	14	220.50	220.50
PSIPE Cornus Sericea, 1 Gal.	101	EA	0	12.00	0.00	13	156.00	156.00
PSIPE Corylus Cornuta, 2 Gal.	102	EA	0	16.00	0.00	4	64.00	64.00
PSIPE Fraxinus Latifolia, 2 Gal.	103	EA	0	15.75	0.00	2	31.50	31.50
PSIPE Holodiscus Discolor, 1 Gal.	104	EA	0	12.00	0.00	21	252.00	252.00
PSIPE Lonicera Involucrata, 1 Gal.	105	EA	0	12.00	0.00	13	156.00	156.00
PSIPE Mahonia Aquifolium, 2 Gal.	106	EA	0	16.00	0.00	21	336.00	336.00
PSIPE Malus Fusca, 2 Gal.	107	EA	0	16.00	0.00	17	272.00	272.00
PSIPE Physocarpus Capitatus, 2 Gal.	108	EA	0	16.00	0.00	17	272.00	272.00
PSIPE Picea Sitchensis, 2 Gal.	109	EA	0	16.00	0.00	86	1,376.00	1,376.00
PSIPE Populus Tricarpa, 2 Gal.	110	EA	0	16.00	0.00	3	48.00	48.00
PSIPE Pseudotsuga Menziesii, 2 Gal.	111	EA	0	20.00	0.00	17	340.00	340.00
PSIPE Ribes Sanguineum, 1 Gal.	112	EA	0	12.00	0.00	7	84.00	84.00
PSIPE Rosa Nutkana, 1 Gal.	113	EA	0	12.00	0.00	26	312.00	312.00
PSIPE Rubus Parviflorus, 1 Gal.	114	EA	0	12.00	0.00	7	84.00	84.00
PSIPE Rubus Spectabilis, 1 Gal.	115	EA	0	12.00	0.00	13	156.00	156.00
PSIPE Salix Lucida, Live Stake	116	EA	0	8.50	0.00	53	450.50	450.50
PSIPE Salix Sitchensis, Live Stake	117	EA	0	8.50	0.00	56	476.00	476.00
PSIPE Sambucus Racemosa, 1 Gal.	118	EA	0	12.00	0.00	7	84.00	84.00
PSIPE Thuja Plicata, 2 Gal.	119	EA	0	20.00	0.00	87	1,740.00	1,740.00
Sensitive Area Sign on Post	120	EA	0	250.00	0.00	1	250.00	250.00
Removal of Buried Man-Made Debris	121	FA	FA	EST	3,000.00		7,000.00	10,000.00
Landscape Restoration	122	FA	FA	EST	0.00		10,000.00	10,000.00
Provide Water for Irrigation	123	LS	1	0.00	0.00	1	10,500.00	10,500.00
Concrete								
Cement Conc. Traffic Curb and Gutter	124	LF	913	9.00	8,217.00	912	8,208.00	16,425.00
Cement Conc. Traffic Curb	125	LF	0	10.00	0.00	272	2,720.00	2,720.00
Roundabout Truck Apron Cement Conc. Curb and Gutter	126	LF	285	12.00	3,420.00	0	0.00	3,420.00
Roundabout Central Island Cement Concrete Curb	127	LF	35	18.00	630.00	0	0.00	630.00
Cement Conc. Extruded Curb	128	LF	547	12.00	6,564.00	1,194	14,328.00	20,892.00
Asphalt Conc. Extruded Curb	129	LF	2,051	14.00	28,714.00	538	7,532.00	36,246.00
Cement Conc. Gutter	130	LF	0	25.00	0.00	144	3,600.00	3,600.00
Low Profile Barrier Curb Type 1	131	LF	0	30.00	0.00	12	360.00	360.00
Low Profile Barrier Curb Transition A	132	LF	0	30.00	0.00	24	720.00	720.00
Flexible Guide Post	133	EA	50	30.00	1,500.00	5	150.00	1,650.00
Sensitive Area Marker	134	EA	4	250.00	1,000.00	0	0.00	1,000.00
Traffic								
Beam Guardrail Type 1	135	LF	411	21.40	8,795.40	0	0.00	8,795.40
Beam Guardrail Type 31	136	LF	1,473	22.50	33,142.50	635	14,287.50	47,430.00
Beam Guardrail Anchor Type 1	137	EA	2	740.00	1,480.00	0	0.00	1,480.00
Beam Guardrail Transition Section Type 21	138	EA	9	2,430.00	21,870.00	0	0.00	21,870.00
Beam Guardrail Type 31 Non-Flared Terminal	139	EA	2	2,500.00	5,000.00	1	2,500.00	7,500.00
Removing Guardrail	140	LF	2,647	5.85	15,484.95	720	4,212.00	19,696.95
Removing Guardrail Anchor	141	EA	6	215.00	1,290.00	1	215.00	1,505.00
Tree Protection Barricade	142	LF	0	10.00	0.00	120	1,200.00	1,200.00

Schedule A - Roadway Improvements (Within WSDOT Right-of-Way)
 Schedule B - Roadway Improvements (Within City Right-of-Way)

WOODWORTH & COMPANY, INC.								
ITEM	ITEM NO.	UNIT	"A" UNIT QTY.	UNIT PRICE	SCHEDULE A	"B" UNIT QTY.	SCHEDULE B	TOTAL AMT
Wire Fence Type 1	143	LF	88	23.00	2,024.00	0	0.00	2,024.00
Cable Fence	144	LF	1,426	54.00	77,004.00	267	14,418.00	91,422.00
Adjust Monument Case and Cover	145	EA	0	250.00	0.00	2	500.00	500.00
Cement Conc. Sidewalk	146	SY	550	20.25	11,137.50	880	17,820.00	28,957.50
Cement Conc. Sidewalk Ramp Type 1	147	EA	1	650.00	650.00	5	3,250.00	3,900.00
Cement Conc. Sidewalk Ramp Type 4	148	EA	2	700.00	1,400.00	1	700.00	2,100.00
Hand Placed Riprap	149	CY	52	80.00	4,160.00	17	1,360.00	5,520.00
Quarry Spalls	150	TON	159	60.00	9,540.00	0	0.00	9,540.00
Streambed Gravel	151	TON	0	100.00	0.00	100	10,000.00	10,000.00
Rock Riffles	152	LS	1	15,500.00	15,500.00	0	0.00	15,500.00
Temporary Impact Attenuator	153	EA	3	5,120.00	15,360.00	1	5,120.00	20,480.00
Illumination System No. 1 (WSDOT), Complete	154	LS	1	40,000.00	40,000.00	0	0.00	40,000.00
Illumination System No. 2 (City), Complete	155	LS	0	153,500.00	0.00	1	153,500.00	153,500.00
Spare System for Future Use, Complete	156	LS	0	11,000.00	0.00	1	11,000.00	11,000.00
Temporary Illumination System, Complete	157	LS	1	15,500.00	15,500.00	1	43,500.00	59,000.00
Crosswalk Lighting System, Complete	158	LS	0	0.00	0.00	1	49,000.00	49,000.00
ITS Modifications, Complete	159	LS	1	8,850.00	8,850.00	0	0.00	8,850.00
Directional Boring	160	LF	0	59.00	0.00	75	4,425.00	4,425.00
Permanent Signing	161	LS	1	40,000.00	40,000.00	1	40,000.00	80,000.00
Removing and Resetting City Sign Structure	162	LS	0	0.00	0.00	1	3,500.00	3,500.00
Plastic Line	163	LF	6,584	4.00	26,336.00	2,787	11,148.00	37,484.00
Plastic Wide Line	164	LF	3,535	7.15	25,275.25	3,854	27,556.10	52,831.35
Plastic Stop Line	165	LF	0	10.00	0.00	29	290.00	290.00
Plastic Crosswalk Line	166	SF	80	10.00	800.00	0	0.00	800.00
Plastic Traffic Arrow	167	EA	23	178.90	4,114.70	18	3,220.20	7,334.90
Plastic Traffic Letter	168	EA	12	85.00	1,020.00	24	2,040.00	3,060.00
Plastic Yield Line Symbol	169	EA	66	55.00	3,630.00	114	6,270.00	9,900.00
Plastic Bike Lane Symbol	170	EA	0	450.00	0.00	5	2,250.00	2,250.00
Plastic Drainage Marking	171	EA	36	45.00	1,620.00	14	630.00	2,250.00
Removal of Miscellaneous Traffic Items	172	LS	1	6,000.00	6,000.00	1	6,000.00	12,000.00
Temporary Pavement Marking	173	LF	13,700	2.00	27,400.00	6,800	13,600.00	41,000.00
Temporary Traffic Arrows	174	EA	9	50.00	450.00	4	200.00	650.00
Field Office Building	175	LS	1	3,000.00	3,000.00	1	3,000.00	6,000.00
Pedestrian Handrail	176	LF	0	65.00	0.00	140	9,100.00	9,100.00
					\$3,574,698.05		\$2,537,880.40	\$6,112,578.45
					\$300,274.64		N/A	
					\$3,874,972.69		\$2,537,880.40	\$6,412,853.09

** Peninsula Civil Contractors' bid is in the process of being formerly rejected.

**SR 16/BURNHAM DR NW INTERCHANGE IMPROVEMENTS PROJECT
CSP-0823**

PUBLIC WORKS CONTRACT

THIS AGREEMENT, made and entered into, this ____ day of _____, 2009, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Woodworth & Company, Inc., organized under the laws of the State of Washington, located and doing business at, 1200 East D Street, Tacoma, Washington 98421, hereinafter called the "Contractor."

WITNESSETH:

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

The Contractor will provide for all the work and furnish all the labor, materials, tools, and equipment necessary to complete, but is not limited to, the widening of four existing interchange ramps, two existing ramp terminus roundabouts, and their adjoining roadways; construction of new sidewalks, curb, and gutter, concrete barrier, and guardrail; structural earth walls and cantilevered soldier pile retaining walls; installation of storm drainage pipes, structures, and stormwater detention/wetland pond; illumination systems; modifications to an existing ITS system; striping; permanent signing; traffic control; removal of an existing stream culvert and stream restoration; wetland mitigation and restoration, grading and plantings; temporary erosion and sediment control measures; and other work, all in accordance with the Contract Plans, these Special Provisions, and the Standard Specifications, and shall perform any changes in the work, all in full compliance with the contract documents entitled "SR 16/Burnham Drive NW Interchange Improvements Project, CSP-0823," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said contract documents, including the schedule of prices in the "Proposal," the sum of Six Million Four Hundred Twelve Thousand Eight Hundred Fifty-Three Dollars and Nine Cents (\$6,412,853.09), subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.

1. The Notice to Proceed will be given within 7 days after the contract has been executed BY BOTH PARTIES. The Contractor shall commence construction activities on the project site within ten (10) calendar days of the Notice to Proceed date, unless otherwise DIRECTED BY THE OWNER in writing. Contract time shall begin on the first working day following the Notice to Proceed Date. Work shall be physically completed within 220 working days. Also, work within the limits of the ordinary high water mark (OHWM) must be completed between July 15, 2009 and by September 15, 2009. No extensions will be considered.
2. The Contractor agrees to pay the City the sum of \$4,372.40 per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages
3. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.

4. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Bid Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Special Provisions," "Notice to Proceed," "Change Orders" if any, "Amendments" and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Washington State Department of Transportation's "2008 Standard Specifications for Road, Bridge, and Municipal Construction," including the American Public Works Association (APWA) General Special Provisions and Supplement to Division 1.
5. The City agrees to pay the Contractor for materials furnished and work performed in the manner and at such times as set forth in the Contract Documents.
6. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
7. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

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

CITY of GIG HARBOR:

CONTRACTOR:

 Charles L. Hunter, Mayor date
 City of Gig Harbor

 Print Name: _____
 Print Title: _____

ATTEST:

 City Clerk date

APPROVED FOR FORM:

 City Attorney date



Date: July 7, 2009
To: Mayor & City Council
From: Rob Karlinsey, City Administrator *ROK*
Subject: Budget Balancing Measures & Timeline

To close the \$1.9 million gap predicted for 2010, we have developed a list of options from which to choose (see attached). At this point the document, for the most part, is only a list of alternatives and not necessarily proposals in and of themselves. On the expenditure side of the equation, we have gone over this list of alternatives with employees and have received helpful feedback.

We believe that in order to balance the budget and still take advantage of key strategic opportunities, a combination of employee furloughs and layoffs will most likely be required. In fact, we are recommending that a 2009 furlough schedule be implemented starting in September. This proposed furlough will be one day per month, September through December, plus the four working days in between Christmas and New Year's Day. The estimated cost savings of implementing this proposed 8-day furlough is \$116,000 (assuming health insurance benefits and leave accruals are not affected). This furlough would include employees of all departments except for sworn police officers and Waste Water Treatment Plant employees. Service level impacts of eight furlough days in 2009 are described in the last attachment to this document.

For 2010, there are many different potential combinations of furloughs, layoffs, and other measures that could balance the budget. On the following pages are two possible scenarios that would close the \$1.9 million budget gap for 2010.

Note that both scenarios include making no contribution to the Civic Center Debt reserve in 2009 and 2010. We recommend this approach for the following reasons:

- The alternative, layoffs, will result in too deep of a cut in staffing and resulting service levels.
- When times are good, it makes sense to make additional payments; however, when revenues are down, it is more important to maintain service levels.
- The actual burden of the Civic Center debt service has grown over the years. For the first six years of the debt, the City paid interest only of \$391,000 annually on the 25-

year loan. In June of 2007, the City started paying principal, and the annual debt service jumped by more than \$200,000 per year to approximately \$620,000. Adding an additional \$600,000 toward the reserve account is not currently sustainable in today's climate of declining revenues.

Also note that of the two scenarios below, one proposes to discontinue the BB16 Interchange Justification Report (IJR) process, and the other does not. We are currently evaluating the pros and cons of discontinuing the IJR and will have a recommendation for you soon. Currently, given the recent recalibration of the traffic model (based on early 2009 traffic counts) which shows a reduction in actual versus predicted volumes, and the apparent willingness of the State to consider potential improvements that may result in a less expensive solution, and also given that an IJR may increase our chances of obtaining outside funding to build the improvements, it may be in the City's best interest to move forward with the IJR now.

Over the course of the next month, we will work to obtain City Council, staff, and community input to form a more definitive and detailed budget balancing plan. This budget balancing plan will include proposed projects and/or services to cut, positions to eliminate, and a furlough schedule to implement. The plan will also include the impacts on service levels to the public.

The attached Layoff and Furlough Timeline lays out a draft schedule for the decision making and notification processes. Also included in this Timeline are proposed furlough days for the remainder of 2009. We propose that City Hall be closed on these eight proposed furlough days. We are required to give at least 30 days notice of the furloughs, so we plan on giving the affected guilds notice on July 14, in anticipation of the first furlough day occurring on September 4th. We will work with finance to prorate the impact of the furlough days across the remaining paychecks of the year.

10% Furlough Scenario

	Cost Savings
No Transfer to Civic Center Debt Reserve ('09 & '10)	\$600,000
8-Day Furlough in 2009	\$116,000
10% Furlough Starting 1/1/10	\$376,000
No COLA for Non-Represented Employees	\$8,250
No Top Step Bonuses	\$95,000
Eliminate 5-8 Positions (Net of Unemployment Costs)	\$500,000
Cut 2009 Chip & Slurry Seals	\$100,000
Judson/Stanich Construction In-House (2009 & 2010)	\$30,000
PenMet Brochure	\$25,000
Art Capital Transfer Back to GF	\$80,000
Total	\$1,930,250

12.5% Furlough Scenario

	Cost Savings
No Transfer to Civic Center Debt Reserve ('09 & '10)	\$600,000
8-Day Furlough in 2009	\$116,000
12.5% Furlough Starting 1/1/10	\$471,029
No COLA for Non-Represented Employees	\$8,250
No Top Step Bonuses	\$95,000
Eliminate 3-5 Positions (Net of Unemployment Costs)	\$300,000
Cut 2009 Chip & Slurry Seals	\$100,000
BB16 IJR Consultant Services Contract	\$100,000
Judson/Stanich Construction In-House (2009 & 2010)	\$30,000
PenMet Brochure	\$25,000
Art Capital Transfer Back to GF	\$80,000
Total	\$1,925,279

Again, the above are just two of an almost infinite number of potential scenarios, and we will be working to gain a sound understanding of Council priorities as well as impacts of the alternatives to narrow down the options and have a proposed plan in September (proposed 2010 layoff and furlough notifications will most likely occur sooner).

In the meantime, please do not hesitate to call me with questions or ideas (851-6127).

Thank you.

Menu of Potential Budget Balancing Options

Staff Report - 1

Expenditures

Savings (in bold)

1	No contribution to Civic Center Debt reserve (2009 & 2010)	\$ 600,000
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Furlough Options:

2	4.6% - One furlough day per month (2010 numbers) Total annual salaries/benefits (001,101,102,109) (less police)	\$ 3,768,231
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	Savings (12/260 x \$3,768,231)		\$ 173,918
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3	10% - 26 furlough days per year-every other Friday (2010 numbers) Total annual salaries/benefits (001,101,102,109) (less police)	\$ 3,768,231
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	Savings (10% x \$3,768,231)		\$ 376,823
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4	12.5% furlough 7-hour workdays Total annual salaries/benefits (001,101,102,109) (less police)	\$ 3,768,231
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	Savings (12.5% x \$3,768,231)		\$ 471,029
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5	20% - 52 furlough days per year-every Friday (2010 numbers) Total annual salaries/benefits (001,101,102,109) (less police)	\$ 3,768,231
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	Savings (20% x \$3,768,231)		\$ 753,646
--	-----------------------------	--	---

6	Furlough Christmas week (Dec. 28 through 31) Daily sal/benefit cost (260 working says per year)	\$ 14,493
---	---	-----------

	Savings (4 days x \$14,493)		\$ 57,973
--	-----------------------------	--	--

7	Tack furlough days on to holidays Daily sal/benefit cost (260 working says per year)	\$ 14,493
---	--	-----------

	Savings 1 furlough day per holiday (10 annual holidays)		\$ 144,932
--	---	--	---

	Savings 2 furlough days per holiday (10 annual holidays)		\$ 289,864
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Salary Adjustments:

8	No COLA - assumes 1.5% Total annual city salary/benefits (funds 001,101,102,109)	\$ 4,978,467
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	Savings (\$4,978,467 x 1.5%)		\$ 74,677
--	------------------------------	--	--

Savings (in bold)

9	No Merit/Bonus - 5% budgetary savings	
	Total annual city salary/benefits (funds 001,101,102,109)	\$ 5,053,144
	Savings* (\$5,053,144 x 5%)	\$ 252,657
	*Not all realized in 2010	

Layoffs:

10	Average annual cost (wages + benefits) - non-represented employee	\$ 125,790
11	Average cost - supervisory guild employee	\$ 117,868
12	Average cost - employees' guild employee	\$ 81,738
13	Average cost - police guild employee (police sergeant)	\$ 115,936
14	Average cost - police guild employee (police officer)	\$ 93,477

Other Potential Expenditure Reductions:

15	BB16 Interchange Justification Report	\$ 100,000
16	38th Street Preliminary Surveying/Design	\$ 50,000
17	Road Rehabilitation (2009)	\$ 100,000
18	Contribution to PenMet/PAA Recreation Brochure	\$ 25,000
19	GHHWA (aka, "Mainstreet") Subsidy	\$ 27,000
20	State & Federal Lobbyists	\$ 105,000
21	City Memberships (AWC, PSRC, EDB)	\$ 30,000
22	Use staff instead of consultants & contractors (when legal/practical)	TBD
23	Art Capital Fund Transfer Back to the General Fund	\$ 100,000
22	Performing Arts Grants	\$ 20,000
23	Charge Staff to Austin Estuary Grant	\$ 15,000

Menu of Potential Budget Balancing Options

Revenues	Potential Revenue
1 Admissions tax (movie theater) - 5%	\$ 70,000
2 Increase utility tax 5% to 6% (Max allowed) (2009 estimated utility tax = \$1,284,000)	\$ 256,800
3 Business license fee - increase to \$50 (from \$20) (2009 estimate = \$42,000)	\$ 63,000
4 Garbage franchise fee - 5%	\$ 50,000
5 B & O tax - assumes .002 max. rate for all type business	\$ 1,500,000
6 B & O - services only max. rate	\$ 250,000
7 Property tax - levy lid lift (voter approved) 2009 rate = \$0.88 per \$1,000 AV Max. rate allowed = \$1.60 per \$1,000 AV Levy lid lift (\$1.60 - \$0.88 = \$0.72 per \$1,000) Levey lid lift = \$1,967,770,378(AV)/1,000 x .72	\$ 1,416,795
8 Bring Back Passports	\$ 20,000

Layoffs and Furloughs: Proposed Timeline for Approval and Implementation *Staff Report - 1*

June 25 - July 6	Meet with Staff/Departments to obtain input (impacts of cuts/furloughs, etc.)
July 13	Present Menu of Options to City Council Show a couple of potential scenarios Announce Plans to Furlough One Day Per Month September-December & Christmas week.
July 14	Give Guilds Notice re: Furloughs for remainder of 2009
July 14 - July 22	Meet with Guild Reps re: 2009 furloughs
July 14 - August 18	Work with staff and Council to put together a plan for 2010 Meet with department heads, guild reps, staff, etc. Meet one-on-one with Council to understand priorities, discuss options
August 10	Council Adopts Mandatory Furlough Policy Council Adopts 2009 Furlough Schedule/City Hall Closure Dates
August 18	Notify Guild Reps of Proposed Layoff Plans Notify Guild Reps of 2010 Furloughs Proposed Schedule
August 18 - 31	Meet with Guilds re: 2010 Layoff and Furlough Impacts
August 20	Notify Staff Affected by Proposed Layoffs
September 4	Furlough Day
September 18	Council Budget Retreat (8:30 a.m. to 12:30 p.m.)
September 28	City Council Finalizes 2010 Layoffs and Schedules 2010 Furloughs
September 29	Final, official notice given to laid off employees 2010 Furlough Schedule Provided to Staff
October 12	Furlough Day (Columbus Day)
November 3 - 4	Council Budget Workshops
November 9	1st Reading of 2010 Budget & Public Hearing
November 23	2nd Reading and Final Adoption of 2010 Budget
November 25	Furlough Day
December 24	Furlough Day
December 28 - 31	Furlough Christmas-New Years' Week (four working days)
January 2010	2010 Furlough Schedule & Layoffs Begin

2009 Proposed Furloughs:

Impacts on Service Levels

Administration

"A speedy response to requests" for both external and internal clients has always been our goal. Today's culture and the need for instant information is the driving force behind the balancing act that allows us to find the answers that will allow others to go about their work while still completing our tasks on time. The furlough will affect this balance and our response time will slow accordingly.

We have identified potential tasks that can be postponed during the furlough period:

- a) Wellness Program (may be a possibility of a 2% reduction in 2011 premiums if we have a stronger program in 2010 and win the Well City Award)
- b) Scanning of older business licenses for easy research
- c) Research and/or other special projects
- d) Records Management Committee facilitation
- e) Salary Commission support

The following are some tasks that may not be done as quickly as in the past:

- a) Minutes (We will make another attempt to move to action minutes)
- b) Filing and upkeep of documents / recordings
- c) Public Records Requests (we will still comply with the five day noticing requirement, but it will take longer to fulfill the request to pull, review and copy files)
- d) Website maintenance (upload of minutes, ordinances, resolutions, etc.)
- e) Performance tracking for quarterly reports
- f) Vouchers
- g) Electronic Fund Transfer Reports
- h) Changes to the web page
- i) Requests for brochures, visual aids, etc.

The City Administrator will continue to work the hours needed to get his job done despite the reduction in pay. However, his ability to accomplish tasks and projects in a timely manner may be affected by the reduced hours of his co-workers.

Finance

Accounting and finance function (Finance Director and Accountant):

Deterioration in the timeliness of reports whether they be monthly, quarterly or annual.

Response to special informational requests will likely be delayed (such as costing labor contract proposals, rate study background information, financial information requested to issue bonds and financial forecasting reports).

Accounts payable, cash receipting, payroll and utility billing functions:

There will be a longer response time to employee assistance requests with pay and benefit issues and assistance with employee contact to other agencies; and a delay to internal inquiries relative to employees' pay and benefit, accounts payable and utility service issues.

No more manual checks will be issued.

No more assistance with police and public works vehicle logs.

We will not be able to monitor contracts as closely (labor contract uniform purchases and various other contracts such as GHHWA, and so on).

Monthly sales tax tracking and reporting will have to slide to quarterly.

Possibly we will have to return the reconciliation of the municipal court bail trust account to the court.

Information Technology

User support for applications, email, websites, recover files from tape, find files, and various sundry fixes will most likely suffer.

The department most affected will primarily be police (due to police working weekends, holidays and furlough days and police having more complex systems).

Also, the remote sites (PWSHOP, WWTP, Tourism) will suffer more than internal departments, due to location, time and difficulty in getting to the sites. PWSHOP closes at 4pm and WWTP closes at 3:30pm. Tourism is closed every Tuesday.

Court

Pursuant to your request this is a brief description of how the Court will be operationally impacted by the proposed furloughs. As furloughs relate to

Court operation any day that proceeds or follows a weekend or consecutive non-working days isn't ideal. Any day that is not a recognized holiday or weekend jeopardizes the City's infraction cases being filed in a timely manner in accordance with Washington State Court Rules and thus may be subject to a dismissal as a remedy.

Another concern relates to the booking of defendants on new charges into the Pierce County Jail and receiving timely notice. Having timely notice of new bookings allows Judge Dunn the opportunity to consider release conditions or setting a higher bail or a defendant who has a poor track record of appearing in Court or presents a high risk to public safety.

Lastly, the public would not have access to the Domestic Violence Kiosk on closed days.

All 3 of these concerns are workable with an increased coordinated effort between the Court and the Gig Harbor Police Department. The bulk of the operational tasks may be shifted and completed on the remaining open days.

Engineering

One of the largest impacts to the reduction in work week hours and the possibility of shutting down the City on furlough days will be the impacts to City Construction project work hours.

Most contractors work week includes working five days per week. With the City closed and inspection staff off on the furlough day, this would be problematic. The City could mandate the contractor work a four day work week but the City may end up paying a premium for their essentially 10 hour work day.

Another possible solution would be for the City assigned inspector to work a reduced work day during the week with a portion of the day City hall is closed being worked on that day.

Police (re: furlough of police services specialists)

We have legally mandated timeframes for processing Arrest Reports and Arrest Citations. These reports and any and all information regarding defendants have to be ready for Prosecutors and Court Staff by the following day for timely bail hearings or arraignment hearings. The importance of preparing these reports impact whether the defendant is charged with a crime. Arrests in this category that occur Thursday night or Friday morning will have to be processed by the Chief or Lt. on Fridays.

The importance of processing Domestic Violence cases to insure the safety of the victim involves the processing of all information available with a report to a Prosecutor/Judge.

This ensures that the defendant is not released from custody before the victim can be awarded a protection order and prevents harm/violence to the victim. Timely attention to these issues can expose the city to a tremendous amount of liability. The Chief and Lt. will be required to address necessary protocols required in Domestic Violence cases dealing with arrests that occur Thursday night or Friday mornings.

The preparation of daily work to ensure timely issuance of information to the FBI and WA State Patrol for prevention of sales of guns to those who do not pass criminal history and background checks. These requests have a response within 5 days requirement according to the FBI and WA state regulations. This work load will be distributed to the four days our PSS staff members are working.

The non-emergency reports and citations can be processed in the remaining work days as well. The issuance of Concealed Pistol Permits (CPLs) and fingerprinting will now need to be accomplished within four instead of five, which shouldn't be a problem.

We are currently looking at the cost to have our phones diverted to LESA on Fridays. This may have substantial costs due to the fact that LESA dispatchers will now have to address the numerous calls that come into the PD daily asking for information and reporting crimes. If the costs are prohibitive, we will need to share the assignment of the incoming phone lines to the Chief, Lt. and our part time CSO on Fridays.

In conclusion, the level of service will not diminish during the period of proposed furloughs. Legally mandated functions will be delegated to commissioned personnel during the duration of the furlough program.

Public Works Operations

Impacts to the operations have already been felt due to minimum overtime (leaving after 40 hours), working seven day work weeks, and no seasonal help. We also have one reduced staff member.

The impacts of furloughs will certainly be a scheduling challenge however we will do whatever we need to in order to save trained staff and reduce the deficit.

Impacts that we expect to see;

- More standby time for the on call personnel as well as possibly more call outs unless you believe we will be splitting crews to continue 7 day work weeks by furloughing at different times.
- The closure of some restrooms due to vandalism and or maintenance issues.
- Falling further behind on mowing.
- Smaller crews to complete larger maintenance tasks; crack sealing, storm cleaning.

- Customer response time will suffer as well as if City hall is closed for the request citizens will not get a person to talk to unless the emergency on call phone is called.
- The City of Gig Harbors wells can not go unattended for more than 3 days.
- Overall maintenance standards will most likely drop to some degree.

CIVIC CENTER DEBT PAYMENT SCHEDULE

Staff Report - 1

GIG HARG 01
CITY OF GIG HARBOR
FUND 208 - 2001 LTGO BONDS (Civic Center)
#####

CITY OF GIG
FUND 208 - :
2,080,000
Bank of Ame
Date of Loan

Date	Coupon	Principal	Interest	Total Annual & I	P Balance	Date
12/1/2001			195,843	195,843	7,825,000	
6/1/2002			195,843			
12/1/2002			195,843	391,685	7,825,000	12/1/2002
6/1/2003			195,843			6/1/2003
12/1/2003			195,843	391,685	7,825,000	12/1/2003
6/1/2004			195,843			6/1/2004
12/1/2004			195,843	391,685	7,825,000	12/1/2004
6/1/2005			195,843			6/1/2005
12/1/2005			195,843	391,685	7,825,000	12/1/2005
6/1/2006			195,843			6/1/2006
12/1/2006			195,843	391,685	7,825,000	12/1/2006
6/1/2007	4.550%	235,000	195,843			6/1/2007
12/1/2007			190,496	621,339	7,590,000	12/1/2007
6/1/2008	4.700%	250,000	190,496			6/1/2008
12/1/2008			184,621	625,118	7,340,000	12/1/2008
6/1/2009	4.800%	260,000	184,621			6/1/2009
12/1/2009			178,381	623,003	7,080,000	12/1/2009
6/1/2010	4.850%	275,000	178,381			6/1/2010
12/1/2010			171,713	625,094	6,805,000	12/1/2010
6/1/2011	4.550%	285,000	171,713			6/1/2011
12/1/2011			165,229	621,941	6,520,000	12/1/2011
6/1/2012	4.650%	300,000	165,229			6/1/2012
12/1/2012			158,254	623,483	6,220,000	12/1/2012
6/1/2013	4.750%	315,000	158,254			
12/1/2013			150,773	624,026	5,905,000	
6/1/2014	4.800%	330,000	150,773			
12/1/2014			142,853	623,625	5,575,000	
6/1/2015	4.900%	345,000	142,853			
12/1/2015			134,400	622,253	5,230,000	

6/1/2016	4.950%	365,000	134,400		
12/1/2016			125,366	624,766	4,865,000
6/1/2017	5.000%	380,000	125,366		
12/1/2017			115,866	621,233	4,485,000
6/1/2018	5.050%	400,000	115,866		
12/1/2018			105,766	621,633	4,085,000
6/1/2019	5.000%	425,000	105,766		
12/1/2019			95,141	625,908	3,660,000
6/1/2020	5.100%	445,000	95,141		
12/1/2020			83,794	623,935	3,215,000
6/1/2021	5.100%	470,000	83,794		
12/1/2021			71,809	625,603	2,745,000
6/1/2022	5.150%	495,000	71,809		
12/1/2022			59,063	625,871	2,250,000
6/1/2023	5.250%	520,000	59,063		
12/1/2023			45,413	624,475	1,730,000
6/1/2024	5.250%	545,000	45,413		
12/1/2024			31,106	621,519	1,185,000
6/1/2025	5.250%	575,000	31,106		
12/1/2025			16,013	622,119	610,000
6/1/2026	5.250%	610,000	16,013		
12/1/2026				626,013	-