

Gig Harbor City Council Meeting

**October 26, 2009
5:30 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, October 26, 2009 – 5:30 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of Oct. 12, 2009.
2. Liquor License Action: a) Renewals - Maritime Mart; Marketplace Grille; Finholm's Market and Grocery; Gig Harbor Shell Food Mart; and Qdoba Mexican Grill; b) Added Priviledge – Brix 25 Restaurant.
3. Resolution – Surplus Equipment.
4. Cushman Trail (Gap) Project – Construction Bid Award.
5. Cushman Trail (Gap) Project – Materials Testing Contract.
6. Approval of Payment of Bills for October 26, 2009: Checks #62067 through #62194 in the amount of \$552,076.04.

PRESENTATIONS:

1. H1N1 Flu Virus Update – Dr. Chen, Director at TPC Health Department.

OLD BUSINESS:

1. Tourism Promotion Area Interlocal Agreement.

NEW BUSINESS:

1. Public Hearing – Revenue Sources – 2010 General Fund Budget.

STAFF REPORT:

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

1. Mayor Presents 2010 Proposed Budget.
2. Zoo Trek – Request for Nominations.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Planning / Building Committee: Mon. Nov 2nd CANCELLED
2. Budget Worksession No. 1: Mon. Nov 2nd at 5:30 p.m.
3. Budget Worksession No. 2: Tue. Nov 3rd at 5:30 p.m.
4. Intergovernmental Affairs Committee: Mon. Nov. 9th CANCELLED
5. Special City Council Meeting: Thu. Nov 19th at 5:30 p.m.

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – OCTOBER 13, 2009

PRESENT: Councilmembers Ekberg, Young, Franich, Malich, Payne, Kadzik and Mayor Hunter. Councilmember Conan joined the meeting later in the evening.

CALL TO ORDER: 5:31 p.m.

PLEDGE OF ALLEGIANCE:

Mayor Hunter announced an amendment to the Agenda to reflect the Roadway Maintenance bid opening earlier today.

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of Sep. 28, 2009.
2. Receive and File: Minutes of the Council Retreat Sep. 25, 2009.
3. Correspondence / Proclamations: Domestic Violence Awareness Month.
4. Dept. of Ecology Ph. 2 Stormwater Pass-Through Grant.
5. Resolution – Temporarily Restricting Comprehensive Plan Amendments to City Sponsored.
6. Resolution – Emergency Public Works Project to Install Security Fencing.
7. Approval of Payment of Bills for October 13, 2009: Checks #61969 through #62066 in the amount of \$1,269,635.24.
8. Approval of Payroll for the month of September: Checks #5537 through #5563 in the amount of \$332,189.63.

Councilmember Malich asked that the minutes be amended to reflect that he supported the lowest number of 9,500 for the city's Population Allocation.

MOTION: Move to approve the Consent Agenda with amendments to the minutes of September 28th as discussed.

Young / Ekberg – unanimously approved.

PRESENTATIONS:

1. Recognition for the Hanging Basket Program: Gig Harbor Historic Waterfront Association, Water to Wine, and the Chamber of Commerce. Councilmember Kadzik explained that these volunteers and organizations are being recognized for their participation in the city's hanging flower basket program this summer. Mayor Hunter presented a certificate to Warren Zimmerman, Chamber of Commerce and Steve Lynn, Water to Wine and thanked them for purchasing additional flower baskets when the city's budget fell short. He then recognized and passed out certificates to the following volunteers who kept the baskets watered: Jack Sutton, Lynn Jabs, Art Benedict, Kathy Benedict, Mary Lynn, Ty Cline, Trish Hosea, Stephanie Huddleston, Jo Mobley and Steve Lynn. Also recognized were volunteers Kathy Davis-Hayfield, Sharon Kresse, and Jo Graffe, whose certificates were missing. Jenny Bean and Larry Volland were not present to accept their certificates. Councilmember Kadzik then introduced the Gig

Harbor Historic Waterfront Association Executive Director, Mary DesMaris. Ms DesMaris presented Council with the third quarter GHHWA report.

2. Domestic Violence Awareness Month. Mayor Hunter presented the Domestic Violence Awareness Month Proclamation to Court Administrator Paul Nelson. Mr. Nelson reported on the work being done by Lane Judson, father of Crystal Brame, on a national program for police to institute officer involved domestic violence policies. He then discussed the city's duty to ensure the safety of the domestic violence victim and to make sure that the defendant has a fair trial. Mr. Nelson gave a brief overview of Judge Michael Dunn's accomplishments since appointed by Mayor Wilbert in 1999 which includes hearing over 400 domestic violence cases in the city.

Judge Dunn commented that October is the month we recognize Domestic Violence Awareness stressing that we have to be aware all 12 months. He talked about the balancing act to address community safety and the rights of the defendants and applauded the work being done by our police department and the court staff. Judge Dunn advised everyone to be vigilant and to call the police if they suspect domestic violence to prevent future tragedies.

3. Skansie Netshed Inventory Final Report – Michael Vlahovich. Lita Dawn Stanton, the city's Historic Preservation Coordinator, gave a background of the Skansie Family and Shipbuilding Company. She said that in 2008 the city contracted to have the contents of the Skansie Netshed documented and stored and introduced Michael Vlahovich who performed the work.

Mr. Vlahovich, Founding Director of the Coastal Heritage Alliance, presented information on the organization whose mission is the preservation of fishing family heritage. Using a PowerPoint slideshow he reported on the three-month process to inventory the contents of the netshed which is now stored in a container at the Public Works Shop until the city decides the future of the articles. Mr. Vlahovich presented Council with five notebooks filled with documentation of the process and then acknowledged all those who assisted in the process: Anthony Vlahovich (project manager); Simon and Nellie Tomco (apprentices); Ross Whitney (photographer); Captain Herb Harms (drafting); Warren Balfany (surveying); H.S. Whitney Foundation (videographer); and the local fishermen who he interviewed to determine the historical nature of the objects.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Resolution –Rejecting Bid for 2009 Roadway Maintenance Project. Public Works Director David Stubchaer explained that the bid received from Dumpman Construction, Inc. was reviewed and determined to be nonresponsive due to several irregularities, including the lack of unit pricing and prices that do not meet prevailing wage requirements. He answered Council questions about the bidding process.

MOTION: Move to adopt Resolution No. 807 rejecting a single bid from Dumpman Construction Inc. received by the City for the 2009 Roadway Maintenance Project.

Ekberg / Kadzik – unanimously approved.

2. 2009 Roadway Maintenance Project – Construction Contract and Materials Testing Contract Award. Mr. Stubchaer presented the background information to award the bid for construction of miscellaneous roadway maintenance projects to Tucci & Sons and the materials testing contract to Construction Materials Testing Laboratories, Inc. Both recommendations include change order authority. He explained that the road repair list is based upon input from the Operations Committee and consist of portions of Harborview, the lower portion of Grandview at Soundview, portions of Foster Street off Stinson and Burnham Street between 96th and Borgen Boulevard.

MOTION: Move to authorize the Mayor to execute the Public Works Contract to Tucci & Sons in an amount not to exceed \$132,860 and authorize the Public Works Director to approve additional expenditures up to \$6,200 to cover any cost increases that may result from contract change orders.

Young / Ekberg – unanimously approved.

MOTION: Move to authorize the award and execution of a consultant services contract to Construction Testing Laboratories, Inc., for materials testing services in an amount not to exceed \$751.00 and authorize the Public Works Director to approve additional expenditures up to \$100.00 to cover any cost increases that may result from necessary changes in the scope of work.

Young / Malich – unanimously approved.

STAFF REPORT:

City Administrator Rob Karlinsey recognized David Stubchaer and his staff for the effort to get the previous bid documents ready for action. He then passed out information on the upcoming Regional Emergency Exercise on October 21st and discussed the city's level of participation in the drill which will simulate a 7.1 magnitude earthquake along a fault that runs close to the city. He explained that this exercise will allow us to test our relationship with neighboring organizations in areas of communication and coordination of efforts. He thanked Building Official/Fire Marshal Dick Bower for all the preparation and work to bring the city into compliance with emergency protocol.

Councilmember Payne asked about the Highway 16 overpasses, commenting that it would be important to know the level of earthquake they are built to withstand and to plan accordingly.

Mr. Karlinsey then discussed a plan to increase fees for hanging banners over Harborview Drive to help recover costs. Councilmember Young voiced a preference to

not charge other government agencies such as schools for hanging their banners. Councilmember Malich suggested finding an easier way to hang the banners.

PUBLIC COMMENT:

Dick Wisenburg – 420 42nd Ave NW. Mr. Wisenburg voiced concern with the problem of boats negotiating the “dolphins” at Skansie Brothers Park. He acknowledged their historic value, but said he has witnessed near misses with several boats coming too close to these pilings. He asked Council to reconsider their removal.

MAYOR’S REPORT / COUNCIL COMMENTS:

Councilmember Payne announced that he would not be present at the November 9th Council Meeting.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Operations Committee: Thu. Oct 15th at 3:00 p.m.
2. Intergovernmental Affairs Committee: Oct. 13th CANCELLED
3. Regional Emergency Exercise: Wed. Oct 21st 8:00 a.m.
4. Boards & Commission Candidate Review: Oct. 26th CANCELLED.
5. Budget Worksessions: Mon. Nov 2nd and Tues. Nov. 3rd at 5:30

EXECUTIVE SESSION: To discuss potential litigation per RCW 42.30.110(1)(i); to discuss real property per RCW 42.30.110(1)(c), and Guild Negotiations per RCW 42.30.140(4)(a).

MOTION: Move to adjourn to Executive Session at 6:44 p.m. for approximately one hour to discuss potential litigation per RCW 42.30.110(1)(i); to discuss real property per RCW 42.30.110(1)(c), and Guild Negotiations per RCW 42.30.140(4)(a).

Conan / Payne - unanimously approved.

MOTION: Move to return to regular session at 7:45 p.m.

Payne /Conan - unanimously approved.

MOTION: Move to go back into Executive Session for another twenty-five minutes.

Payne / Conan - unanimously approved.

MOTION: Move to return to regular session at 8:15 p.m.

Payne /Conan - unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 8:15 p.m.

Malich / Conan – unanimously approved.

CD recorder utilized:
Tracks 1001 – 1020

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 10/08/2009

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20100131

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. KAE & SOOK CORPORATION	MARITIME MART 7102 STINSON GIG HARBOR WA 98325 0000	078669	GROCERY STORE - BEER/WINE
2. LAI FOOK, RICHARD ANTHONY LAI FOOK, TERRY-ANN CARLENE	MARKETPLACE GRILLE 8825 N HARBORVIEW DR STE C & D GIG HARBOR WA 98332 2149	084215	BEER/WINE REST - BEER/WINE
3. HARBORVIEW GROCERY INC	FINHOLM'S MARKET AND GROCERY 8812 N HARBORVIEW DR GIG HARBOR WA 98335 0000	351392	GROCERY STORE - BEER/WINE
4. GRANITE SERVICE, INC.	GIG HARBOR SHELL FOOD MART 7101 PIONEER WAY GIG HARBOR WA 98335 0000	365485	GROCERY STORE - BEER/WINE
5. ZRC OPERATIONS COMPANY, INC.	QDOBA MEXICAN GRILL 4726 BORGEN BLVD STE A GIG HARBOR WA 98335 0000	403619	BEER/WINE REST - BEER/WINE

NOTICE OF LIQUOR LICENSE APPLICATION



ASR

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: 10/06/19

TO: MOLLY TOWSLEE, CITY CLERK

RE: APPLICATION FOR ADDED PRIVILEGE

UBI: 602-904-472-001-0001
License: 074950 - 1U County: 27
Tradename: BRIX 25 RESTAURANT
Loc Addr: 7707 PIONEER WAY
GIG HARBOR WA 98335-1132
Mail Addr: 3507 15TH AVE CT NW
GIG HARBOR WA 98335-1668
Phone No.: 510-410-0024

APPLICANTS:
MCKENZIE RIVER RESTAURANTS, INC.
DOHERTY, CATHERINE L
1967-01-10
LYMAN, JILL M
1955-09-25
LYMAN, MICHEAL K
1950-06-05
LYMAN, THADIUS MICHAEL
1972-08-19

Privileges Upon Approval:
SPIRITS/BR/WN REST LOUNGE +
OFF-PREMISES SALE WINE

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

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

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



Subject: Resolution – Surplus Equipment

Dept. Origin: Public Works-Operations

Proposed Council Action:

Adopt Resolution No. 808 declaring the specified equipment surplus and eligible for sale.

Prepared by: David Stubchaer, P.E.
Public Works Director

For Agenda of: October 26, 2009

Exhibits: Resolution No. 808

Initial & Date

Concurred by Mayor:

CSH 10/15/09

Approved by City Administrator:

RSK

Approved as to form by City Atty:

N/A

Approved by Finance Director:

DF 10/15/09

Approved by Department Head:

DS 10/14/09

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

Staff requests authorization to surplus the following equipment: One Duroflow 100 HP Blower and one American Standard Inc. (The Trane Co.) Air Conditioning Unit.

This equipment is obsolete.

FISCAL CONSIDERATION

Proceeds from the auctioning of these items will go to the general fund.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt Resolution No. 808 declaring the specified equipment surplus and eligible for sale.

RESOLUTION NO. 808

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

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

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

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

To declare as surplus:

	EQUIPMENT	Quantity	SERIAL / ID NUMBER	MODEL INFO.
1.	Duroflow 100 HP Blower	1	GGGDBBA	UZ8416
2.	American Standard Inc (The Trane Co.) Air Conditioning Unit	1	Z203YAP2H	TCC060F100BF

PASSED ON THIS 26th day of October, 2009.

APPROVED:

MAYOR CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 10/13/09
PASSED BY THE CITY COUNCIL: 10/26/09
RESOLUTION NO. 808



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

Subject: Award of Contract for Construction of Cushman Trail Gap Project

Dept. Origin: Public Works

Proposed Council Action:

A. Authorize the Mayor to award and execute a contract with Sound Excavation, Inc. for the construction of the Cushman Trail Gap Project in an amount not to exceed \$79,105.

B. Authorize the Public Works Director to approve expenditures up to \$7,900 to cover any cost increases that may result from contract change orders for extra work and differences between estimated bid quantities and actual quantities measured for payment.

Prepared by: Marcos McGraw, Project Engineer *MMG*

For Agenda of: October 26, 2009

Exhibits: Contract

Concurred by Mayor:

Approved by City Administrator: *CLH 10/22/09*
Approved as to form by City Atty: *Approved by Email*
Approved by Finance Director: *CF 10/09*
Approved by Department Head: *R& 10/21/09*

Initial & Date

Expenditure Required	\$140,369	Amount Budgeted	See Financial Consideration	Appropriation Required	0\$
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INFORMATION/BACKGROUND

PROJECT DESCRIPTION

The work consists of improving pedestrian and bicycle access between the Cushman Trail Hollycroft Trailhead and the section of the trail between Soundview Drive and Kimbal Drive. It provides for widening sidewalk along the south side of Hollycroft Street between Olympic Drive and Soundview Drive.

The City of Gig Harbor signed an inter-local agreement with Washington State Department of Transportation (WSDOT) on June 23, 2009 to construction improvements on a section of the existing Cushman Trail.

CONTRACT BIDS

A total of 9 bids were received for the subject work, ranging as follows:

BIDDER	BID AMOUNT
1. Sound Excavation, Inc.	\$79,105.00
2. Dumpman Construction, Inc.	\$81,500.00
3. Reed Trucking & Excavating, Inc.	\$94,054.00
4. Henderson Partners LLC	\$99,385.00
5. Tucci & Sons, Inc	\$108,432.00
6. RV & Associates, Inc	\$110,332.90
7. Pape & Sons Construction, Inc	\$124,897.20
8. ESE Corporation	\$152,155.00
9. Looker & Associates, Inc	\$170,216.65

The lowest responsible bid submitted by Sound Excavation, Inc. of \$79,105 is an acceptable bid that is responsive to and meets the requirements of the bid specifications.

The change order funding recommendation of \$7,900, or 10%, is typical for this type of work and size of project.

FISCAL CONSIDERATION

The subject project is not included in the 2009 budget. However, during the regular council meeting held June 22, 2009 the members of the city council approved an inter-local agreement with (WSDOT) for the state to fund design and construction of the subject project.

The following summarizes the expenditures recommended in this report:

CONSTRUCTION CONTRACT FUNDING SUMMARY

	Basic Contract	Change Funds	Total
Construction	\$79,105	\$7,900	\$87,005
Materials Testing (under separate Council Bill)	\$847	\$0	\$847
TOTAL RECOMMENDED AUTHORIZATION			\$87,852

The total grant amount for this project is \$140,369 plus an additional \$35,000 of contingency if justified to the State. Excluding the contingency amount on the grant, and a total construction amount of \$87,852, this leaves up to \$52,517 to pay for staff time for the design and construction inspection of the project.

BOARD OR COMMITTEE RECOMMENDATION

The Parks Commission reviewed this project with at their August 5th meeting. The members of this commission provided favorable responses to the scope of work for this project.

RECOMMENDATION/MOTION

Staff recommends approval of Council Actions A, and B.

**CUSHMAN TRAIL PHASE 1 (GAP) PROJECT
CSP- 0910**

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 Sound Excavation, Inc., located and doing business at, 3020 W. Sherman Heights Road, Bremerton, Washington 98312, 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 shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary to complete the construction of the Cushman Trail Phase 1 (Gap) Project, CPP-0910. This contract generally provides for clearing and grading a section of existing planter strip, removing existing sidewalk, pavement repair on Hollycroft Street, construction of 10 foot wide cement concrete sidewalk, pedestrian ramps, driveway entrances, pavement markings and related signage, and other work, all in accordance with the Contract Documents and shall perform any changes in the work, all in full compliance with the contract documents entitled "Cushman Trail Phase 1 (Gap) Project, CSP-0910," 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 Seventy-nine Thousand One Hundred Five Dollars and No Cents (\$79,105.00), subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.

1. Work shall commence and contract time shall begin as specified in Section 1-08.4 of the Special Provisions of the contract documents. All contract work shall be completed within the working days specified in Section 1-08.5 of the Special Provisions of the contract documents.
2. The Contractor agrees to pay the City the sum of \$791 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," "Quotation Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Special Provisions," "Notice to Proceed," "Change Orders" if any, 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.

- 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
 City of Gig Harbor

 Print Name: _____
 Print Title: _____

ATTEST:

 City Clerk

APPROVED FOR FORM:

 City Attorney



Business of the City Council
City of Gig Harbor, WA

Subject: Cushman Trail Phase 1 (Gap) Project
-- Materials Testing Services Consultant Services Contract

Dept. Origin: Public Works/Engineering

Prepared by: Marcos R. McGraw (signature)
Project Engineer

For Agenda of: October 26, 2009

Exhibits: Consultant Services Contract

Proposed Council Action: Authorize the award and execution of a consultant services contract for the Cushman Trail Phase 1 (Gap) Project with Construction Testing Laboratories, Inc., for construction materials testing services in a not-to-exceed amount of eight hundred forty-seven dollars and no cents (\$847.00).

Concurred by Mayor: (signature) 10/21/09
Approved by City Administrator: (signature) 10/21/09
Approved as to form by City Atty: Approve via email 9/24/09
Approved by Finance Director: (signature) 10/10/09
Approved by Department Head: (signature) 10/19/09

Table with 3 columns: Expenditure Required (\$847.00), Amount Budgeted (\$0), Appropriation Required (\$847.00). Includes handwritten note '(TO BE REIMBURSED)'.

INFORMATION / BACKGROUND

The City's Cushman Trail Phase 1 (Gap) Project (CPP-0910) provides for replacing an existing sidewalk along Hollycroft Street with a 10-foot wide sidewalk. This work includes curb, gutter new driveways, new pedestrian ramps and new lane markings on the street. The proposed consultant services contract is for the materials testing of the soils and cement concrete testing associated with this project.

FISCAL CONSIDERATION

All costs for this City project will be reimbursed by the state in accordance with inter-local agreement GCA-5564.

BOARD OR COMMITTEE RECOMMENDATION

This project was presented to the Parks Commission at their August 5, 2009 meeting. The commissioners who attended the meeting responded favorably to the improvements, and concurred with the need for the work.

RECOMMENDATION / MOTION

Move to: Authorize the award and execution of a consultant services contract for the Cushman Trail Phase 1 (Gap) Project with Construction Testing Laboratories, Inc., for construction materials testing services in a not-to-exceed amount of eight hundred forty-seven dollars and no cents (\$847.00).

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

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

RECITALS

WHEREAS, the City is presently engaged in construction testing services for the Cushman Trail Phase 1 (GAP) Project and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. Payment.

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Eight Hundred Forty-Seven Dollars and No Cents (\$847.00) 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 Estimated Fee Schedule**. 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 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

{ASB714519.DOC;1/00008.900000/}

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:
ATTN: Dennis M. Smith, Manager
Construction Testing Laboratories, Inc.
1202 East "D" Street, Suite 101
Tacoma, WA 98421
253-383-8778 FAX 253-383-2231

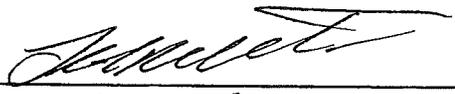
City of Gig Harbor
ATTN: Stephen Misiurak, P.E.,
City Engineer
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170 FAX 253-853-7597

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, if any, 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

By: 
Its: MANAGER

CITY OF GIG HARBOR

By: _____
Mayor Charles L. Hunter

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



CONSTRUCTION TESTING LABORATORIES, INC.

Consent Agenda



Exhibit A Scope of Work and Estimated Fee Schedule

1202 EAST "D" STREET, SUITE 101, TACOMA, WA 98421
TEL # (253) 383-8778 / FAX # (253) 383-2231
website: www.cltwa.com

August 19 2009

CITY OF GIG HARBOR

3510 Grandview Street
Gig Harbor, WA 98335
ATTN: JEFF OLSEN

REF: CUSHMAN TRAIL PHASE I GAP, PROJECT CPP0910
Inspection & Testing Services

Dear Mr. Olsen:

As per our telephone conversation, we are pleased to submit our proposal to provide special inspection and testing services for the above project.

CERTIFICATIONS:

Our firm is registered with WABO and accredited by AASTHO (R-18) and A2LA, in accordance with the requirements of ASTM E329, D3740 and D3666 (ISO 9001/9002 and ISO 17025-2005). We are routinely inspected by, and participate in proficiency testing with CCRL and AMRL. This includes the fields of soils, aggregate masonry, concrete and bituminous mixtures. We are also validated by the U.S. Army Corps of Engineers.

Our inspectors are certified by ACI, ICBO and WABO and have been with us for ten to twenty years.

All equipment is calibrated at regular intervals, as required by ASTM, AASHTO and A2LA. Copies of all calibrations are on file.

If selected, our fees would be as follows:

CONCRETE / REINFORCING STEEL / MASONRY:

- Inspection, sampling & cylinder pick-up..... \$ 49.00/hr
- Wet Set Reinforcing Steel Inspection..... \$ 50.00/hr

COMPRESSIVE STRENGTH TESTS:

- Concrete, Mortar & Grout..... \$ 18.00/ea
- Masonry Composite Prism..... \$ 75.00/ea
- Flexural Strength Concrete Beam (C-293)..... \$ 65.00/ea

SOILS:

- Soil Technician (Inspector)..... \$ 52.00/hr
- In-Place Density Tests..... NO CHARGE
- Maximum Density-Optimum Moisture Determination Analysis..... \$ 175.00/ea
- Sieve Analysis (Coarse & Fine Washed / C-117, C-136)..... \$ 150.00/ea
- Sand Equivalent (D-2419)..... \$ 85.00/ea

CLIENT: CITY OF GIG HARBOR / ATTN JEFF OLSEN
PROJECT: CUSHMAN TRAIL PH I GAP PROJECT
PROPOSAL: 08 / 2008 FEE SCHEDULE
DATE PROCESSED: AUG 19 2009



CONSTRUCTION TESTING LABORATORIES, INC.

Consent Agenda 5



Exhibit A Scope of Work and Estimated Fee Schedule (continued)

1202 EAST "D" STREET, SUITE 101, TACOMA, WA 98421
TEL # (253) 383-8778 / FAX # (253) 383-2231
website: www.ctlwa.com

August 19 2009

F: CUSHMAN TRAIL PHASE I GAP, PROJECT CPP0910
Inspection & Testing Services

BASIS OF CHARGES:

Three-hour minimum for special inspection, sampling and field-testing. One-hour minimum for cylinder pick-up. Four hour minimum for weekends and holidays. Time and one half (1.5) for work in excess of eight hours per day and Saturdays. Double time for Sundays and Holidays. All work performed outside normal working hours (07:00 hr. to 16:00 hr.), Monday thru Friday will be charged 1.5 times the normal rate. Hourly rates and mileage are portal to portal. Terms are thirty (30) days from date of invoice. A minimum of (24) twenty-four hours notice is required to schedule technician(s).

REPORTS:

All overhead, engineer review of reports, final inspection report and mail distribution costs are included in the hourly/unit rates. There are no hidden charges.

ESTIMATED TOTAL COST	
TYPE OF INSPECTION & TESTING	ESTIMATED COST
SOILS ENGINEERING TECHNICIAN	
Approx. 4 hrs soils compaction	\$ 208.00
Approx. 1 each Proctor Value	\$ 175.00
EST. COST =	\$ 383.00
CONCRETE ENGINEERING TECHNICIAN	
Approx. 8 hrs. Inspection & Testing	\$ 392.00
Approx. 4 Concrete Test Cylinders	\$ 72.00
EST. COST =	464.00
ESTIMATED TOTAL COST =	\$ 847.00

Our highly trained staff would be delighted to assist you in the successful completion of this project.

If you have any questions regarding this proposal or if we may be of service, please call.

Sincerely,
Construction Testing Laboratories, Inc. (CTL)


Dennis M. Smith

Manager
e-mail: denniss@ctlwa.com
cell # 253-732-7575
DMS / fmd

cc: FILE

LIEN: CITY OF BIG HARBOR / ATTN JEFF OLSEN
PROJECT: CUSHMAN TRAIL PH I GAP PROJECT
PROPOSAL: 08 / 2008 FEE SCHEDULE
DATE PROCESSED: AUG 19 2008



Subject: Pierce County Tourism
Promotion Area Interlocal Agreement

Proposed Council Action:
Approve the interlocal agreement as
presented by the Pierce County Lodging
Association.

Dept. Origin: Administration - Marketing

Prepared by: Laureen Lund

For Agenda of: October 26, 2009

Exhibits: referenced agreement

Initial & Date

Concurred by Mayor: CLH

Approved by City Administrator: RWK

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

Approved by Finance Director: DR

Approved by Department Head: _____

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

INFORMATION / BACKGROUND

Tourism Promotion Area (TPA) is a self-imposed assessment by the hotel community on overnight stays for the sole purpose of creating new and incremental tourism sales and marketing programs. Pierce County isn't competitive with other destinations in Washington for visitor programs, at current marketing investment levels. Business that could come to Pierce County is instead going to Spokane, Tri-Cities and Yakima. This revenue will help bring Pierce County in line with those communities. Proposed collection rate for Gig Harbor is \$.50/per occupied room-night while hotels within Tacoma city limits proposed collection will be \$1.50/per occupied room-night and hotels within the area of the incorporated city limits of Puyallup and Lakewood collection will be \$1.00/per occupied room-night. The two hotels in Gig Harbor that would be affected are The Wesley Inn and The INN at Gig Harbor. Only lodging facilities that have forty (40) or more lodging units will be affected. The estimated revenue for Pierce County could be \$1.3 million per year.

FISCAL CONSIDERATION

Approximately \$14,000/year could be generated in Gig Harbor by this TPA Assessment, all of which will be collected by the Tourism Promotion Area Hotel Commission. The Pierce County Tourism Promotion Area Hotel Commission shall make recommendations to the Pierce County Council on all Annual Budgets. The Pierce County Council shall have the ultimate authority to set and approve all Annual Budgets.

BOARD OR COMMITTEE RECOMMENDATION

On behalf of the Gig Harbor Lodging Tax Advisory Committee I recommend that the Council authorize and accept the agreement.

RECOMMENDATION / MOTION

Move to: Approve the interlocal agreement as presented by the Pierce County Lodging Association.

**INTERLOCAL AGREEMENT
FOR ESTABLISHMENT OF
PIERCE COUNTY TOURISM PROMOTION AREA**

THIS AGREEMENT (“Agreement”) dated this day by and among PIERCE COUNTY, a political subdivision of the State of Washington (herein referred to as “County”); the CITY OF TACOMA, a municipal corporation of the State of Washington (“Tacoma”); the CITY OF PUYALLUP, a municipal corporation of the State of Washington (“Puyallup”); the CITY OF FIFE, a municipal corporation of the State of Washington (“Fife”); the CITY OF GIG HARBOR, a municipal corporation of the State of Washington (“Gig Harbor”); the CITY OF LAKEWOOD, a municipal corporation of the State of Washington (“Lakewood”); the CITY OF DUPONT, a municipal corporation of the State of Washington (“DuPont”), and the CITY OF SUMNER, a municipal corporation of the State of Washington (“Sumner”)(herein referred to collectively as the “Cities” or separately as “City”) pursuant to the authority of the Interlocal Cooperation Act, RCW 39.34. et seq. and the Tourism Promotion Areas Act, RCW 35.101 et seq. authorizing the establishment of a Tourism Promotion Area to levy Special Assessments to fund tourism promotion.

WHEREAS, the Legislature of the State of Washington by Chapter 35.101 RCW authorizes a County to establish a Tourism Promotion Area to permit the levy of Special Assessments to be expended exclusively for tourism promotion; and,

WHEREAS, the Operators of Lodging Businesses located within the County of Pierce have presented an Initiation Petition to the Pierce County Council seeking to have the Pierce County Council establish a Pierce County Tourism Promotion Area, specifically including the areas within the jurisdiction of the Cities pursuant to the terms of the Tourism Promotion Areas Act; and,

WHEREAS, the Initiation Petition submitted to the Pierce County Council, Exhibit “A” attached to this Agreement, included:

- (1) A description of the boundaries of the proposed Pierce County Tourism Promotion Area, including the areas within the jurisdiction of Tacoma, Puyallup, Fife, Gig Harbor, Lakewood, Dupont and Sumner; and,
- (2) The proposed uses and projects for which the proposed revenue from the Special Assessments should be dedicated and the total estimated cost of such uses and projects; and,
- (3) The estimated rate for the Special Assessments to be levied on Lodging Businesses in various Zones within the Pierce County Tourism Promotion Area with a proposed breakdown by class of Lodging Business if such classification is to be used; and
- (4) The signatures of the persons who operate Lodging Businesses in the proposed Pierce County Tourism Promotion Area who would pay sixty percent (60%) or more of the proposed Special Assessments; and,

WHEREAS, the parties are authorized by virtue of RCW 39.34 and by virtue of RCW 35.101 to enter into this agreement to establish a Tourism Promotion Area, pursuant to the provisions of the Initiation Petition received from the Operators of Lodging Businesses, to include, within the boundaries of the proposed Pierce County Tourism Promotion Area, the area within the jurisdiction of the Cities; and,

WHEREAS, on the 9th day of March, 2009, the Clerk of the Pierce County Council received an Initiation Petition authorized by RCW 35.101.020 from the Operators of Lodging Businesses located within the County of Pierce requesting the conduct of a public hearing by the Pierce County Council, pursuant to the authority of the Tourism Promotion Areas Act, for the purposes of considering the establishment of a Pierce County Tourism Promotion Area to provide funds for tourism promotion in the County of Pierce; and,

WHEREAS, on the 19th day of May, 2009, the Pierce County Council adopted a resolution entitled "A Resolution of the Pierce County Council Providing Notice of the Intent to Establish a Tourism Promotion Area," for the promotion of tourism within the County of Pierce, describing the boundaries of the proposed Pierce County Tourism Promotion Area, the proposed uses and projects that the proposed revenues from Special Assessments levied within the Pierce County Tourism Promotion Area would be dedicated and setting the proposed rates for the Special Assessments to be levied on Lodging Businesses to fund the uses and projects of the Pierce County Tourism Promotion Area, estimating the total cost for the proposed activities and programs for the use of funds received by the Pierce County Tourism Promotion Area, fixing the date, time and place of a public hearing to be held by the Pierce County Council to consider the establishment of such a Pierce County Tourism Promotion Area, and directing the giving of notice of such public hearing; and,

WHEREAS, Resolution No. R2009-32, entitled "A Resolution of the Pierce County Council Providing Notice of the Intent to Establish a Tourism Promotion Area" for the promotion of tourism and convention business within the County of Pierce was duly published, and copies thereof were mailed to each Lodging Business in the proposed Pierce County Tourism Promotion Area, as provided by law; and

WHEREAS, the Cities have by appropriate legislative action, authorized or will authorize the execution of an Interlocal Agreement with Pierce County to permit the establishment of a Pierce County Tourism Promotion Area to include collection of Special Assessments from Lodging Businesses within their respective jurisdictions.

NOW, THEREFORE, for and in consideration of the promises set forth hereafter, Pierce County and the Cities hereby agree as follows:

1. Purpose. The purpose of this Agreement is to promote tourism in Pierce County by permitting the establishment of a Pierce County Tourism Promotion Area ("TPA") pursuant to RCW 35.101, which when created, will permit collection of Special Assessments from Lodging Businesses located within Pierce County to fund tourism promotion and to memorialize the agreement between the parties relating to this TPA.

2. Definitions. As used in this Agreement, the following terms, unless the context otherwise dictates, shall have the following meanings:

2.1 “Agreement” shall mean this Interlocal Cooperation Agreement entered into among Pierce County, and the Cities, for the establishment of a Pierce County Tourism Promotion Area by Pierce County as authorized by RCW 35.101.040(2).

2.2 “Annual Budget” shall mean the Pierce County Tourism Promotion Area budget for a fiscal year, as adopted or amended by the Pierce County Council, after the receipt of a recommendation from the Pierce County Tourism Promotion Area Hotel Commission, identifying all estimated revenue from Special Assessments for the fiscal year, and providing for all proposed uses of Special Assessment revenue for the purpose of providing tourism promotion in Pierce County for the ensuing fiscal year.

2.3 “Lodging Business” means a business which is located within the Pierce County Tourism Promotion Area that furnishes lodging taxable by the state under RCW 82.08 that has forty (40) or more lodging units. Lodging facilities with fewer than 40 rooms are not considered “Lodging Businesses” for the purpose of this Agreement and are exempt from any fees imposed under RCW 35.101.

2.4 “Operator” means the Operator of a Lodging Business, whether in the capacity of owner, general manager, lessee, sub lessee, mortgagee in possession, licensee or any other similar capacity.

2.5 “Pierce County Lodging Association” or “PCLA” means the Pierce County Lodging Association, Inc., a Washington non-profit corporation.

2.6 “Pierce County Tourism Promotion Area Hotel Commission” means the Pierce County Tourism Promotion Area Hotel Commission, established by Pierce County, whose members shall be selected by the Pierce County Council from a list of nominees prepared by the Pierce County Lodging Association, to provide recommendations to the Pierce County Council on proposed uses and projects of the Pierce County Tourism Promotion Area; pursuant to the provisions of RCW 35.101.130 (1) as provided in this Agreement.

2.7 “Pierce County Metropolitan Area” means the entire geographic boundary of Pierce County, including the entire areas within the jurisdiction of the Cities and the unincorporated area of Pierce County.

2.8 “Pierce County Tourism Promotion Area” or “TPA” means the Tourism Promotion Area created by the resolution of the Pierce County Council pursuant to the authority of the Tourism Promotion Areas Act, RCW 35.101, as authorized or as will be authorized by the resolutions of each of the respective City Councils of the Cities adopting the terms of this Agreement.

2.9 “Room Revenues” means the gross per-night charge (nights of stay) imposed for the rental of a room or combination of rooms for Lodging.

2.10 “Special Assessment” means the levy (charge) imposed by Pierce County on the Operators of a Lodging Business within the Pierce County Tourism Promotion Area and subsequently passed on to the guests of the Lodging Business, under the authority of

RCW 35.101 for the purpose of providing for funding of tourism promotion in Pierce County.

2.11 “TPA Manager” shall mean a tourism destination marketing organization or other similar organization employed by the Pierce County Council to administer the operation of the Tourism Promotion Area.

2.12 “Tourism Promotion” means activities and expenditures designed to increase tourism and convention business, including but not limited to, advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists, and operating tourism destination marketing organizations.

2.13 “Transient Basis” means the rental of a room or rooms for dwelling, lodging, or sleeping purposes by the Operator of a Lodging Business for a period of thirty (30) consecutive calendar days or less, counting a portion of a day as a full calendar day.

2.14 “Zone” or “Zones” means the distinct geographic subarea or subareas within the Pierce County Tourism Promotion Area as established by resolution of the Pierce County Council and as set forth in Exhibit “B” attached to this Agreement.

3. Tourism Promotion Area to be Established by Pierce County

- A. It is hereby understood and agreed by Pierce County, and the Cities, that Pierce County, pursuant to the authority of RCW 35.101.040 (2), shall establish a “Tourism Promotion Area” designated the Pierce County Tourism Promotion Area to include the unincorporated area of Pierce County and the entire area within the corporate limits of the Cities.
- B. It is hereby understood and agreed by Pierce County, and the Cities, that the purpose of permitting the Pierce County Council to form the Pierce County Tourism Promotion Area under RCW 35.101.040 (2) is to provide revenue to fund tourism promotion that will benefit the Operators of Lodging Businesses in, and the tourism industry of, unincorporated Pierce County and the Cities.

4. Levy of Special Assessments on Lodging Businesses within the Pierce County Tourism Promotion Area.

- A. The Pierce County Council will impose Special Assessments on the Operators of Lodging Businesses within the Pierce County Tourism Promotion Area in accordance with the zones and levels of Special Assessments as set forth in Resolution No. R2009-32.
- B. Pierce County shall contract with the State Department of Revenue for the administration and collection of such Special Assessments pursuant to RCW 35.101.090.
- C. It is understood and agreed by and between Pierce County, and the Cities, that the Pierce County Tourism Promotion Area shall include the following four (4) zones:

Zone A. Zone A encompasses those Lodging Businesses located within the area of the incorporated city limits of the City of Tacoma.

Zone B. Zone B encompasses those Lodging Businesses located within the area of the incorporated city limits of Puyallup and Lakewood.

Zone C. Zone C encompasses all Lodging Businesses located outside Zones A and B, but within the unincorporated area of Pierce County or within the area of the incorporated city limits of Gig Harbor, DuPont, Fife and Sumner.

Zone D. Zone D encompasses Lodging Businesses located within the Tourism Promotion Area, as that term is addressed in WAC 458-20-166 as it presently exists or may be hereinafter amended, other than hotels, motels, and bed and breakfast facilities. Lodging Businesses within this zone, as addressed in WAC 458-20-166, would include only (i) trailer camps and recreational vehicle parks which charge for the rental of space to transients for locating or parking house trailers, campers, recreational vehicles, mobile homes, and tents; (ii) educational institutions which sell overnight lodging to persons other than students; (iii) private lodging houses, dormitories and bunkhouses operated by or on behalf of businesses and industrial firms or schools solely for the accommodation of employees of such firms or students which are not held out to the public as a place where sleeping accommodations may be obtained; and (iv) guest ranches or summer camps which, in addition to supplying meals and lodging, offer special recreational facilities and instruction in sports, boating, riding and outdoor living.

D. It is understood and agreed by and between Pierce County, and the Cities, that the Operators of Lodging Businesses within the Pierce County Tourism Promotion Area operating in the above-described zones will be subject to Special Assessments to be levied as follows:

Zone A:	\$1.50 per room/day
Zone B:	\$1.00 per room/day
Zone C:	\$0.50 per room/day
Zone D:	\$0.00 per room/day

E. Any change in the Special Assessment rates for any zone as set forth hereinabove shall be made only by amendment of the resolution by Pierce County Council, with the approval of each of the respective City Councils of the Cities. No change in the Special Assessment rates for any zone or change in the boundaries of any zone shall be made by the Pierce County Council except upon the unanimous affirmative recommendation of the Pierce County Tourism Promotion Area Hotel Commission.

F. It is understood and agreed by the parties, that the Special Assessments imposed under this section are not a tax on the “sale of lodging” for the purposes of RCW 82.14.410 and are not applicable to temporary medical housing exempt under RCW 82.08.997.

G. It is understood and agreed by the parties, that the Special Assessments imposed under this Agreement are in addition to the special assessments that may be levied under RCW 35.87A.

5. Administration and Collection of Special Assessments.

A. It is understood and agreed that in accordance with RCW 35.101.090, the Washington State Department of Revenue shall administer the Special Assessments authorized under this

Agreement and shall deposit the Special Assessments collected into the local tourism promotion account created in the custody of the state treasurer under RCW 35.101.100.

- B. It is understood and agreed that in accordance with RCW 35.101.100, the state treasurer has the authority to distribute the money from the tourism promotion account to the Pierce County Council on a monthly basis.

6. Use of Special Assessment Revenues For the Promotion of Tourism and Convention Business in Pierce County.

- A. It is understood and agreed that all of the revenues derived from Special Assessments shall be allocated by the Pierce County Council in accordance with the Annual Budget for the Pierce County Tourism Promotion Area. The Pierce County Tourism Promotion Area Hotel Commission shall make a recommendation to the Pierce County Council on all Annual Budgets. The Pierce County Council shall have the ultimate authority to set and approve all Annual Budgets.

- B. The revenues derived from the Special Assessments shall be used only for the following purposes:

- (1) The general promotion of tourism within Pierce County as specified in the TPA business plan to be adopted annually; and,
- (2) The marketing of convention and trade shows that benefit local tourism and the Lodging Businesses in the Pierce County Tourism Promotion Area; and,
- (3) The marketing of Pierce County to the travel industry in order to benefit local tourism and the lodging businesses in the Pierce County Tourism Promotion Area; and,
- (4) The marketing of Pierce County to recruit sporting events in order to promote local tourism and to benefit the Lodging Businesses and tourism industry within the Pierce County Tourism Promotion Area.
- (5) Direct administration costs associated with management and maintenance of the TPA program, including but not limited to staff costs, public notice advertising, accounting and auditing, as approved by the Pierce County Tourism Promotion Area Hotel Commission and the Pierce County Council, provided no funds will be used for the general operations of the TPA Manager or other costs not directly related to operation of the Tourism Promotion Area.

7. Establishment of the Pierce County Tourism Promotion Area Hotel Commission.

- A. It is understood and agreed that the Pierce County Council shall, pursuant to the authority of RCW 35.101.130, (1) create a Pierce County Tourism Promotion Area Hotel Commission to advise the Pierce County Council on the expenditure of Special Assessment revenues to fund tourism promotion within Pierce County. The Pierce County Tourism Promotion Area Hotel

Commission shall have no less than 8 members and no more than a total of 16 members, including ex officio members.

- B. The Pierce County Council shall select voting Members of the Pierce County Tourism Promotion Area Hotel Commission from a list of nominees prepared by the Pierce County Lodging Association. All nominees for membership on the Pierce County Tourism Promotion Area Hotel Commission must be Operators of Lodging Businesses within Pierce County or employed by the Operator of such a Lodging Business.
 - C. The Pierce County Council shall appoint up to three members of the Pierce County Tourism Promotion Area Hotel Commission representing Tacoma, up to two members representing Fife, and up to one each representing Puyallup, Lakewood, Gig Harbor, Dupont, Sumner and Pierce County. Any vacancy on the Pierce County Tourism Promotion Area Hotel Commission arising from a resignation or other cause, shall be filled by the appointing agency, from a list of nominees prepared by the Pierce County Lodging Association, within 30 days from the date the “vacancy occurs.” Appointed members should be from the city in which the vacancy occurs. In the event there are no suitable candidates in a participating city, the seat may be filled by another operator of a lodging business within Pierce County through the remainder of the vacated term.
 - D. The Pierce County Council may appoint up to one *ex officio* member of the Commission from the members of the Pierce County Council or Pierce County at large. Pierce County Council may appoint up to four *ex officio* members of the Commission from cities located in Pierce County participating in the inter-local agreement. The *ex officio* members of the Pierce County Tourism Promotion Area Hotel Commission may participate in all discussions regarding proposed activities and programs that are funded by the Pierce County Tourism Promotion Area for the promotion and marketing of tourism within Pierce County but shall not have voting rights.
 - E. It is understood and agreed that the initial members of the Pierce County Tourism Promotion Area Hotel Commission shall serve staggered terms, with three members serving a one-year term, four members serving for two-year terms, and four members serving for three-year terms. The length of the term for each individual member of the initial Pierce County Tourism Promotion Area Hotel Commission shall be chosen by lot at the first meeting of the Commission, unless members of the Commission unanimously agree to a different method of choosing initial lengths of term. Thereafter, all members subsequently appointed to the Pierce County Tourism Promotion Area Hotel Commission shall serve for three-year terms.
8. Contract for Management of Pierce County Tourism Promotion Area.
- A. The Pierce County Tourism Promotion Area Hotel Commission shall contract with a TPA Manager. The contract shall be awarded consistent with all applicable Pierce County laws, ordinances, and regulations. The contract shall require the TPA Manager to comply with all applicable provisions of law, including RCW 35.101 et seq. and with all Pierce County resolutions and ordinances as well as all regulations lawfully imposed by the state auditor or other state agencies.

- B. The TPA Manager will be responsible for administering the activities and programs of the Pierce County Tourism Promotion Area and to prepare an Annual Budget for the Pierce County Tourism Promotion Area to be reviewed and approved by the Pierce County Tourism Promotion Area Hotel Commission and submitted to the Pierce County Council on or before July 31st of each year, except in the first year after creation of the Tourism Promotion Area the budget shall be submitted as soon as practicable, provided no funds shall be expended prior to approval of the TPA budget by the Pierce County Council. The TPA Manager shall also act as staff to the Pierce County Tourism Promotion Area Hotel Commission in conjunction with assisting it in determining what activities and programs to recommend for funding from the Special Assessments.

 - C. The Annual Budget for the Pierce County Tourism Promotion Area shall consist of:
 - (1) A list of the Lodging Businesses subject to Special Assessments and an estimate of the revenue to be received from all such Lodging Businesses; and,
 - (2) A statement of the proposed budget for all Pierce County Tourism Promotion Area activities and programs recommended by the Pierce County Tourism Promotion Area Hotel Commission to be funded from Special Assessments during the ensuing fiscal year.

 - D. All Special Assessments that Pierce County has imposed and receives from the Washington State Treasurer and any interest therein shall be deposited by Pierce County in a special account. Payments to the TPA Manager will be made as provided for in the agreement between the Pierce County Tourism Promotion Area Hotel Commission and the TPA Manager. Provided, however, no Special Assessment shall be dispersed in any fiscal year until after the adoption of that fiscal year's Annual Budget. Provided further that Pierce County shall not expend in any fiscal year Special Assessments in excess of the approved fiscal year's Annual Budget.

 - E. The parties hereto acknowledge and agree that funds derived from the TPA Special Assessment are intended to enhance and extend existing tourism marketing efforts, and are not intended to supplant existing funding for the Tacoma/Pierce County Convention and Visitors Bureau (the "CVB"), the Pierce County Sports Commission, or any other tourism marketing organization, as set forth in prior agreements. The parties agree that a reduction in funds to the CVB or other tourism marketing organization by a party to this Agreement may impact that party's ability to receive the benefits intended by participation in this Agreement
9. Modification or Disestablishment of the Pierce County Tourism Promotion Area.
- A. The Pierce County Council, by appropriate action, may modify the provisions of the ordinance establishing the TPA after adopting a resolution of intention to such effect. Such resolution of intention shall describe the change or changes proposed, and shall state the time and place of a public hearing to be held by the Pierce County Council to consider the proposed action.

B. The Pierce County Council may, by ordinance, disestablish the TPA after conducting a hearing to receive public comment regarding the disestablishment of the TPA. Upon receipt of a petition indicating a desire to disestablish the TPA, with the signatures of the persons who operate lodging businesses in the TPA who pay forty percent (40%) or more of the total special assessments, the Pierce County Council shall adopt a resolution of intention to disestablish the TPA, and shall state the time and place of a public hearing to be held by the Pierce County Council to consider the proposed action, provided the public hearing will be at least fifteen (15) days prior to consideration of the proposed action. If at said hearing a petition objecting to the disestablishment is presented, with the signatures of the persons who operate lodging businesses in the TPA who pay fifty-one percent (51%) or more of the total special assessments, the TPA shall not be disestablished. If such petition objecting to the disestablishment is not presented at said hearing, the County Council shall disestablish the TPA.

10. Miscellaneous Provisions.

A. Duration and Termination of this Agreement. This Agreement shall continue in full force and effect until such time as the Pierce County Tourism Promotion Area is disestablished by action of the Pierce County Council as provided in Section 9 above. Following termination of this Agreement, Pierce County shall be responsible for utilizing any remaining unallocated revenue from Special Assessments for tourism promotion within Pierce County.

B. Waiver. No officer, employee, or agent of Pierce County, or the Cities, has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement by Pierce County, or the Cities, shall be held to be a waiver of any other or subsequent breach. Failure of Pierce County, or the Cities, to enforce any of the provisions of this Agreement or to require performance of any of the provisions herein, shall in no way be construed to be a waiver of such conditions, nor in any way effect the validity of this Agreement or any part hereof, or the right of Pierce County, and the Cities, to hereafter enforce each and every such provision.

C. Records. All records prepared, owned, used or retained by the TPA Manager in conjunction with operating or administering the activities and programs of the Pierce County Tourism Promotion Area as provided for under the terms of this Agreement shall be deemed records of Pierce County, and the Cities, and shall be made available by the TPA Manager upon request to Pierce County, or the Cities, State Auditor, or their authorized representatives. Records shall be retained according to Pierce County records retention schedules.

D. Property and Equipment. Pierce County shall be the owner of all property and equipment purchased by the TPA Manager from Special Assessment Revenues. Provided, however, in the event of the termination of the Agreement with the TPA Manager, Pierce County agrees to make the property and/or equipment available to the successor TPA Manager for its use in conjunction with providing similar services. Provided further, in the event of disestablishment of the Pierce County Tourism Promotion Area, all property and equipment purchased by the TPA Manager from Special Assessment Revenues shall be retained by Pierce County and used for any lawful purposes.

- E. Integration. This Agreement contains all of the terms and conditions agreed upon by Pierce County, and the Cities, concerning the establishment of the Pierce County Tourism Promotion Area by the Pierce County Council and the collection of Special Assessments from Operators of Lodging Businesses within the entire area, including the area within the incorporated city limits of the Cities. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. The parties have read and understand all of this Agreement, and now state that no representation, promise, or agreement not expressed in this Agreement has been made to induce the officials of Pierce County or the officials of the Cities to execute this Agreement.
- F. Severability. In the event any provision of this Agreement shall be declared by a Court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall have full force and affect.
- G. Execution of Agreement. This Agreement shall become effective immediately after it is duly adopted by the Pierce County Council, the City Council of the City of Tacoma, the City Council of the City of Puyallup, the City Council of the City of Fife, the City Council of the City of Gig Harbor, the City Council of the City of Lakewood, the City Council of the City of Dupont , and the City Council of the City of Sumner and shall be filed with the County Auditor of Pierce County, the City Clerks of Tacoma, Puyallup, Fife, Gig Harbor, Lakewood, Dupont and Sumner, and the Secretary of State of the State of Washington.
- H. Indemnification and Defense. The County shall defend, indemnify, and save harmless each City, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of this Agreement and resulting from the acts or omissions of the County, its officers, employees, or agents associated with this Agreement. In executing this Agreement, the County does not assume liability or responsibility for or in any way release each City from any liability or responsibility which arises in whole or in part from the existence or effect of the respective City's ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule, regulation, resolution, custom, policy or practices is at issue, each City shall defend the same at its sole expense, and if judgment is entered or damages are awarded against such City, the County, or both, the City shall satisfy the same including all chargeable cost and attorney's service fees.

Each City shall defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of this Agreement and resulting from the acts or omissions of the City, its officers, employees, or agents associated with this Agreement. In executing this Agreement, none of the Cities assumes any liability or responsibility for or in any way releases the County from any liability or responsibility which arises in whole or in part from the existence or effect of County ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such County ordinance, rule, regulation, resolution, custom, policy or practices is at issue, the County shall defend the same at its sole expense, and if judgment is entered or damages are awarded against the County, such City, or both

the County and the City in question, the County shall satisfy the same including all chargeable costs and attorney's service fees.

- I. No real Property Acquisition. This interlocal Agreement does not provide for the acquisition, holding, or disposal of real property.
- J. Notice. Any formal notice or communication to be given among the County and the Cities under this Agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to:

City of DuPont
1700 Civic Drive
DuPont, WA 98327
ATTN: City Administrator

City of Fife
5411 23rd Street East
Fife, WA 98424
ATTN: City Manager

City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
ATTN: City Administrator

City of Lakewood
6000 Main Street SW
Lakewood, WA 98499-5027
ATTN: City Manager

City of Puyallup
333 S. Meridian Street
Puyallup, WA 98371
ATTN: City Manager

City of Sumner
1104 Maple Street
Sumner, WA 98390
ATTN: City Administrator

City of Tacoma

747 Market Street
Tacoma, WA 98402
ATTN: City Manager

Pierce County Economic Development
Division
950 Pacific Ave., Suite 720
Tacoma, WA 98402
ATTN: Economic Development Manager

- K. Filing. Copies of this Interlocal Agreement, together with the resolution of the Pierce County Council and the Councils of each City approving and ratifying this Agreement, shall be filed with the Clerk for each City, the Pierce County Auditor, and the Secretary of State of Washington after execution of the Agreement by each party. Provided as an alternative, this Agreement may be listed by subject on the County's website or the Cities' websites or other electronically retrievable public source.
- L. Non-Discrimination. The County and the Cities certify that they are Equal Opportunity Employers.
- M. Amendment. Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of all parties.

IN WITNESS WHEREOF, the City of Tacoma, the City of Puyallup, the City of Fife, the City of Gig Harbor, the City of Lakewood, the City of Dupont, the City of Sumner, and Pierce County have executed this Agreement by their duly authorized officials pursuant to all requirements of law.

PIERCE COUNTY COUNCIL

By: _____

Attest: _____

Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

CITY OF TACOMA

By: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF PUYALLUP

By: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF FIFE

By: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF GIG HARBOR

By: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF LAKEWOOD

By: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF DUPONT

By: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF SUMNER

By: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Old Business
RECEIVED

MAR 09 2009

COUNTY OF PIERCE
INITIATION PETITION TO ESTABLISH
A TOURISM PROMOTION AREA

PIERCE COUNTY COUNCIL
By: _____

WHEREAS, the 2003 State Legislature of the State of Washington has recognized the importance of tourism promotion in the State of Washington and passed Engrossed Substitute Senate Bill 6026, now codified as Revised Code of Washington 35.101, which authorized the establishment of a Tourism Promotion Area to levy special assessments to fund tourism promotion as defined therein; and

WHEREAS, the Lodging Businesses within the County of Pierce desire now to present an Initiation Petition seeking to have the County Council of the County of Pierce establish a Tourism Promotion Area pursuant to the terms of RCW35.101; and

WHEREAS, pursuant to RCW 35.101.020, the Initiative Petition submitted to the Board of County Council must contain the following:

1. A description of the boundaries of the proposed Tourism Promotion Area;
2. The proposed uses and projects to which the proposed revenue from the Special Assessments should be dedicated and the total estimated costs of such uses and projects;
3. The estimated rate for the Special Assessments to be levied on Lodging Businesses in various Zones within the Tourism Promotion Area with a proposed breakdown by class of lodging business if such classification is to be used; and
4. The signatures of the persons who operate lodging businesses in the proposed area who would pay sixty percent or more of the proposed Special Assessment.

NOW THEREFORE, the Lodging Businesses located within the County of Pierce do hereby petition the County Council of the County of Pierce as follows:

1. The boundaries of the Tourism Promotion Area shall be all of Pierce County.
2. The revenue from the Special Assessments collected from the Operators of Lodging Businesses within the Tourism Promotion Area shall be dedicated to the following uses and projects:

- a. The general promotion of tourism within Pierce County as specified in the TPA business plan to be adopted annually;
- b. The marketing of convention and trade shows that benefit local tourism and the Lodging Business in Pierce County;
- c. The marketing of Pierce County to the travel industry in order to benefit local tourism and the Lodging Businesses in Pierce County;
- d. The marketing of Pierce County to recruit sporting events in order to benefit local tourism and the Lodging Businesses in Pierce County.

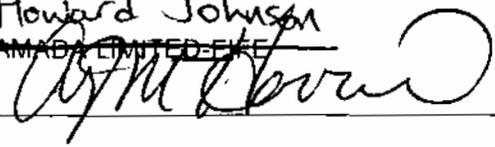
For the purpose of the Petition, the term "Pierce County" shall mean all of Pierce County including incorporated and unincorporated areas.

- 3. The total estimated costs of such uses and projects are as follows: The Pierce County Lodging Association estimates that, on an annual basis, the revenue from the special assessments collected from the operators of Lodging Businesses within the Tourism Promotion Area shall be approximately between \$1,100,000 and \$2,700,000 with no limit. This amount will vary from year to year depending upon the fluctuating occupancy rates, the number of hotel rooms in the area and the amount charged per day of Lodging Businesses in Pierce County.
- 4. The rate of the Special Assessment to be imposed in support of the functions of the Tourism Promotion Area is as follows:

The Special Assessments to be imposed on the operators of those Lodging Businesses situated within the Pierce County Tourism Promotion Area, regardless of the specific location is as follows:

Zone A	Tacoma	\$1.50 per room/day
Zone B	Fife, Puyallup, Lakewood	\$1.00 per room/day
Zone C	Gig Harbor, DuPont & Pierce County	\$.50 per room/day
Zone D	*Zone D	\$.00 per room/day

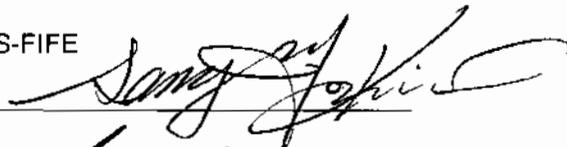
Zone D. *Zone D encompasses Lodging Business located within the Pierce County Tourism Promotion Area as that term is addressed in WAC 458-20-166, as it presently exists or may be hereinafter amended, other than hotels, motels and bed and breakfast facilities. Lodging Businesses within this zone, as addressed in WAC 458-20-166 would include only (i) trailer camps

Howard Johnson
~~RAMADA LIMITED-FIFE~~


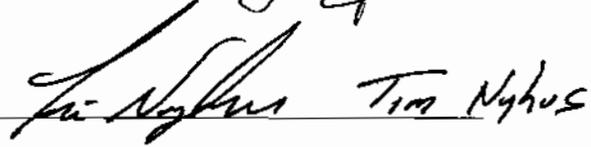
TRAVELODGE PORT OF TACOMA

 DARSHAN RANDHAWA

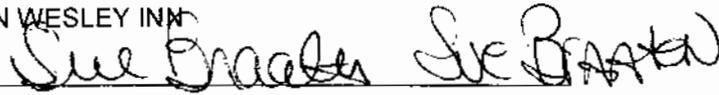
GUESTHOUSE INN & SUITES-FIFE

 Sang Y. Kim

DAYS INN - FIFE

 Tim Nyhus

BEST WESTERN WESLEY INN

 Sue Bracken

INN AT GIG HARBOR

 RANDY FORTIER

LA QUINTA INN & SUITES

 TASHA BISITOP

BEST WESTERN LAKEWOOD MOTOR INN

SOUTH TACOMA BUDGET INN

BEST WESTERN PARK PLAZA

 Chuck Valley

CROSSLAND ECONOMY STUDIOS

HOLIDAY INN EXPRESS HOTEL & SUITES-PUYALLUP

MOTEL PUYALLUP

NORTHWEST MOTOR INN

BEST WESTERN TACOMA DOME HOTEL

Brandie Hesson-Bullard Brandie Hesson-Bullard

COMFORT INN TACOMA

Jian Locke Jian Locke

COURTYARD BY MARRIOTT-TACOMA

Michael J Gomi MICHAEL J GOMI

CROSSLAND ECONOMY STUDIOS

DAYS INN - TACOMA

ECONO LODGE - TACOMA

Steve Teixeira Steve Teixeira

EXTENDED STAY AMERICA TACOMA

HAMPTON INN & SUITES

Aimee Tylor AIMEE TYLOR

HOLIDAY INN EXPRESS-TACOMA

Tasha Bishop TASHA BISHOP

HOMETEL INN

KING OSCAR MOTEL & CONVENTION CENTER

David Ashley Elaine Ashley

KING OSCAR-TACOMA INN

David Ashley Elaine Ashley

KNIGHTS INN

LA QUINTA INN TACOMA

2000 - Pat DeRosa

MOTEL 6 - TACOMA

QUALITY INN - TACOMA

QUALITY INN - TACOMA/PACIFIC HWY

RED LION HOTEL TACOMA

Ryan King

SHERATON TACOMA

SHILO INN-TACOMA

Laurie Beck Laurie Beck

SILVER CLOUD INN - TACOMA

Reece A. King REECE A. KING

Naureen Sultan
Sunshine Motel

Phil DeLancey

PHIL DELANCEY

HOLIDAY INN EXPRESS POTTERUP

Jennifer Carey
Holiday Inn Express: Candlewood Summer

JENNIFER CAREY

Rodeway Inn

Steve Teitel GM

STEVE TEITEL

Blank lined area for additional entries.

1 Sponsored by: Councilmember Shawn Bunney

2 Requested by: Pierce County Council

3
4
5 **RESOLUTION NO. R2009-32**
6
7

8 **A Resolution of the Pierce County Council Providing Notice of the Intent to**
9 **Establish a Tourism Promotion Area (TPA) Pursuant to**
10 **Chapter 35.101 of the Revised Code of Washington (RCW);**
11 **Providing Notice that the Council Shall Conduct a Public**
12 **Hearing in Accordance with RCW 35.101.070 on June 9, 2009;**
13 **Identifying the Proposed Boundaries of the TPA; Identifying**
14 **the Proposed Use of Revenues Generated by the TPA; and**
15 **Specifying the Estimated Lodging Charge by Classification.**
16

17 **Whereas**, the Legislature of the State of Washington has recognized the
18 importance of tourism in the State of Washington and passed Engrossed Substitute
19 Senate Bill No. 6026 which is codified as the Tourism Promotion Area Act, Chapter
20 35.10 RCW, which authorizes the establishment of a Tourism Promotion Area to levy
21 special assessments to fund tourism promotion as defined therein; and
22

23 **Whereas**, Lodging Businesses within Pierce County have presented a petition
24 pursuant to the terms of RCW 35.101 to initiate the establishment of a Pierce County
25 Tourism Promotion Area herein after referred to as the "Initiation Petition"; and
26

27 **Whereas**, the Initiation Petition contained all required elements pursuant to RCW
28 35.101.020 including:
29

- 30 1. A description of the boundaries of the proposed Pierce County Tourism
31 Promotion Area;
- 32 2. The proposed uses and projects to which the proposed revenue from the
33 special assessments should be dedicated and the total estimated costs of
34 such uses and projects;
- 35 3. The estimated rate for the special assessments to be levied on Lodging
36 Businesses in various Zones within the Pierce County Tourism Promotion
37 Area with a proposed breakdown by class of Lodging Business if such
38 classification is to be used; and
- 39 4. The signatures of the persons who operate lodging businesses in the
40 proposed Pierce County Tourism Promotion Area who would pay sixty
41 percent or more of the proposed special assessment; and
42
43
44
45



DISTRIBUTION:

- Pat McCarthy, County Executive ✓X
- Pierce County Library ✓X
- Municipal Research and Services Center ✓X
- Law Library ✓X
- State Examiner ✓X
- Susan Long, Code Revisor ✓X
- Council Record Book ✓X
- Patrick Kenney, Director, Budget and Finance ✓X
- Denise Dyer, Economic Development ✓X
- Rob Allen, Economic Development ✓X
- Dale Washam, Assessor-Treasurer ✓X

5/28/2009 jms
Date/initials

1 **Whereas**, having received the Initiation Petition, the Pierce County Council is
2 required pursuant to RCW 35.101.030 to adopt a resolution providing notice of the
3 intention to establish a Tourism Promotion Area, containing specific information
4 regarding the proposed Tourism Promotion Area, and setting the time and place of a
5 public hearing by the Council to hear protests and receive evidence for or against the
6 proposed action; **Now Therefore**,

7
8 **BE IT RESOLVED by the Council of Pierce County:**

9
10 Section 1. Having received an Initiation Petition to establish a Tourism
11 Promotion Area pursuant to RCW 35.101, the Pierce County Council hereby provides
12 notice of the intent to establish the Pierce County Tourism Promotion Area and hereby
13 provides notice that the Pierce County Council will conduct a public hearing at 3:00 P.M.
14 or as soon as possible thereafter on June 9, 2009, at the Council Chambers, located in
15 Room 1045, County-City Building, 930 Tacoma Avenue South, Tacoma, Washington
16 98402. The purpose of said hearing is to hear all protests and receive all evidence for
17 or against the establishment of the Pierce County Tourism Promotion Area which, if
18 established, shall have legal authority to impose a charge on the provision of lodging by
19 Lodging Businesses located within the Pierce County Tourism Promotion Area. The
20 proceeds collected from the charge shall be used solely to fund tourism promotion. For
21 purposes of the Tourism Promotion Area, a Lodging Business means a person that
22 furnishes lodging taxable by the State of Washington under RCW 82.08 that has 40 or
23 more lodging units.

24
25 Section 2. Consistent with the requirements of state law, the following
26 information is being provided in conjunction with the public hearing:

- 27
28 A. The boundaries of the proposed Pierce County Tourism Promotion Area
29 will include all properties lying within the City of Tacoma, City of DuPont,
30 City of Fife, City of Gig Harbor, City of Lakewood, City of Sumner, City of
31 Puyallup and the unincorporated areas of Pierce County. Provided,
32 however, prior to the adoption of any Ordinance establishing the Pierce
33 County Tourism Promotion Area, the City of Tacoma, City of DuPont, City
34 of Fife, City of Gig Harbor, City of Lakewood, City of Sumner, City of
35 Puyallup and the Pierce County must execute an Interlocal Agreement as
36 required by RCW 35.101.040.
37
38 B. The revenues from the special assessments levied on the operators of
39 Lodging Businesses situated within the Pierce County Tourism Promotion
40 Area shall be used for the following purposes only:
41 (1) The general promotion of tourism within Pierce County as specified
42 in the TPA business plan to be adopted annually;
43 (2) The marketing of convention and trade shows that benefit local
44 tourism and the Lodging Businesses in the Pierce County Tourism
45 Promotion Area;



- (3) The marketing of Pierce County to the travel industry in order to benefit local tourism and the Lodging Businesses in the Pierce County Tourism Promotion Area; and
- (4) The marketing of Pierce County to recruit sporting events in order to benefit local tourism and the Lodging Businesses situated within the Pierce County Tourism Promotion Area.

C. The total estimated costs of the proposed uses and projects to which the proposed revenues of the special assessment shall be dedicated are estimated by the Pierce County Lodging Association, on an annual basis, to be approximately between \$1,100,000 and \$2,700,000 with no limit. This amount will vary from year to year depending upon the fluctuating occupancy rates, the number of hotel rooms in the area and the amount charged per day of Lodging Businesses in Pierce County.

D. The Special Assessments to be imposed on the operators of those Lodging Businesses with room revenues during the preceding calendar year are as follows:

ZONE A	Tacoma	\$1.50 per occupied room/day
ZONE B	Fife, Puyallup, Lakewood	\$1.00 per occupied room/day
ZONE C	City of Sumner, Gig Harbor, DuPont & Pierce County	\$.50 per occupied room/day
ZONE D	Zone D	\$.00 per occupied room/day

Zone A. Zone A encompasses those Lodging Businesses located within the area of the incorporated city limits of the City of Tacoma.

Zone B. Zone B encompasses those Lodging Businesses located within the areas of the incorporated city limits of the Cities of Fife, Puyallup and Lakewood.

Zone C. Zone C encompasses those Lodging Businesses located within the areas of the incorporated city limits of Sumner, Gig Harbor, DuPont, and also areas of unincorporated Pierce County.

Zone D. Zone D encompasses those Lodging Businesses located within the Pierce County Tourism Promotion Area as that term is addressed in WAC 458-20-166, as it presently exists or may be hereinafter amended, other than hotels, motels, and bed and breakfast facilities. Lodging Businesses within this Zone, as addressed in WAC 458-20-166 would include only (i) trailer camps and recreational vehicle parks which charge for the rental of space to transients for locating or parking house trailers, campers, recreational vehicles, mobile homes, and tents; (ii) educational



institutions which sell overnight lodging to persons other than students; (iii) private lodging houses, dormitories and bunkhouses operated by or on behalf of businesses and industrial firms or schools solely for the accommodation of employees of such firms or students which are not held out to the public as a place where sleeping accommodations may be obtained; and (iv) guest ranches or summer camps which, in addition to supplying meals and lodging, offer special recreational facilities and instruction in sports, boating, riding, outdoor facilities and instruction in sports, boating and outdoor living.

The Special Assessments imposed under this section are not a tax on the "sale of lodging" for the purposes of RCW 82.14.410.

Section 3. Any person may appear at the time, place, and date set forth in Section 1. above and present testimony on the Pierce County Council's intention to establish the Pierce County Tourism Promotion Area as described herein above. The Pierce County Council's intention to establish the Pierce County Tourism Promotion Area shall terminate if protests are made by Lodging Businesses in the proposed Tourism Promotion area which would pay a majority of the charges. If sufficient protests are not made by Lodging Businesses in the proposed Pierce County Tourism Promotion Area which would pay the majority of the proposed charges, the Pierce County Council may adopt an ordinance establishing the Pierce County Tourism Promotion Area and other matters related thereto as provided by law.

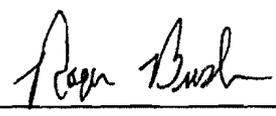
ADOPTED this 19th day of May, 2009.

ATTEST:

PIERCE COUNTY COUNCIL
Pierce County, Washington



Denise D. Johnson
Clerk of the Council



Roger Bush
Council Chair



ADMINISTRATION

TO: MAYOR HUNTER AND CITY COUNCIL
 FROM: DAVID RODENBACH, FINANCE DIRECTOR *DR*
 SUBJECT: PUBLIC HEARING – REVENUE SOURCES - 2010 GENERAL FUND
 BUDGET
 DATE: OCTOBER 26, 2009

INTRODUCTION

Chapter 251, Laws of 1995 (RCW 84.55.120) requires a public hearing on revenue sources for the next year's general fund budget. The hearing must include considerations of possible increases in property tax revenues.

General Fund Revenue Summary

Revenue Source	2008	2009 Estimated balances	2010 Budget
Property Taxes	\$376,609	\$407,552	\$426,627
Sales Tax	5,803,933	4,792,772	4,888,628
Other Taxes	1,346,542	1,525,229	1,555,733
Licenses and Permits	999,632	458,549	467,720
Intergovernmental Revenues	108,677	318,178	219,198
Charges for Services	280,629	277,436	305,779
Fines and Forfeits	128,997	150,676	152,762
Miscellaneous Revenues	130,224	158,549	172,618
Total Revenues	9,175,243	8,088,941	8,189,065
Beginning Fund Balance	3,274,682	1,427,813	1,301,824
Total Resources	\$12,449,925	\$9,516,754	\$9,490,889

Pierce County Regional Council
2401 South 35th Street, Room 228
Tacoma, Washington 98409
(253) 798-3726

October 15, 2009

RE: Zoo/Trek Authority Board

Dear Mayors and Elected Officials:

The Board for the Zoo / Trek Authority (ZTA) has an opening for representation from the Pierce County Regional Council (PCRC). This representative is to be elected by the twenty-two cities and towns (excluding City of Tacoma) within the ZTA boundary. Metro Parks is requesting your cooperation in the nomination and selection of a representative to fill this at-large Position 2 for a term of three years. Accordingly, we ask that you please present this item at your next council meeting for discussion.

In accordance with the interlocal agreement, nominees must be an elected official from cities and towns, other than Tacoma, representing at least 60% of the combined populations of those cities. The following election procedure will be followed:

1. If your council wishes to submit a nomination, the enclosed nomination form must be submitted to Paula Manning, Pierce County Regional Council Clerk, no later than **5 p.m. on Tuesday, December 15, 2009**. You may e-mail, fax, or mail the nomination form to the clerk at pmannin@co.pierce.wa.us, fax number 253-798-3680, or mail to 2401 South 35th St., Room 228, Tacoma, WA 98409.
2. No later than **December 30, 2009**, a ballot listing the prospective nominees will be sent to the city and town councils. Your council will have until **5 p.m. on February 1, 2010**, to return your ballot to the Clerk of the PCRC. Please place on your January Council Agendas.
3. **Each city and/or town may select a candidate for Position 2. Nominations for Position 2 must be from the larger eleven cities/towns in population.** If at the close of nominations, no candidate has been nominated, that nomination will remain open for an additional seven days and be available to any elected city or town official (excluding Tacoma).

There is a need for immediate attention to this issue. An informational sheet is enclosed with a brief summary of the ZTA. I wish to express my appreciation for your prompt cooperation.

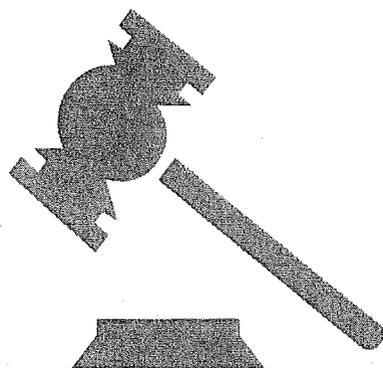
Sincerely,



Paula Manning
Clerk, Pierce County Regional Council

Enclosure

- c. Mike Lonergan, Chair, Pierce County Regional Council
City and Town Clerks



ZOO / TREK AUTHORITY BOARD

Nomination Form Position Two

Cities/Towns Eligible for Position Two

Position Two represents the larger eleven cities and towns in population.

- | | | |
|-----|------------------|--------------------------|
| 1. | Auburn | 6,665 (in Pierce County) |
| 2. | Bonney Lake | 16,500 |
| 3. | DuPont | 7,650 |
| 4. | Edgewood | 9,615 |
| 5. | Fife | 7,610 |
| 6. | Fircrest | 6,325 |
| 7. | Gig Harbor | 7,165 |
| 8. | Lakewood | 58,840 |
| 9. | Puyallup | 38,690 |
| 10. | Sumner | 9,085 |
| 11. | University Place | 31,500 |

The town/city of _____ wishes to nominate
Councilmember _____ to serve as a member
of the Zoo / Trek Authority Board, representing the towns and cities of the Pierce Council
Regional Council with the exception of City of Tacoma.

Date: _____ By: _____

**This form must be received by Clerk of the Pierce County Regional Council by
5 p.m., Tuesday, December 15, 2009. You may fax this form to (253) 798-3680 or
email to pmannin@co.pierce.wa.us.**

**Brief Summary of Important Aspects of the Zoo / Trek Authority Board
Pierce County Regional Council Appointment**

1. The Zoo / Trek Authority Board (ZTA) was created to represent sales tax collected throughout Pierce County for the Point Defiance Zoo & Aquarium and Northwest Trek Wildlife Park. The sales tax was passed by voters in September, 2000. 1/10th of a cent in sales tax was approved for Zoo/Trek/Parks throughout the County. ZTA receives 50% of that collection and oversees that portion.
2. The ZTA meets quarterly on the first Wednesday of the months: February, June, September, and November.
3. Regular meetings are held in the board room of Metro Parks Tacoma's main offices on 19th in Tacoma at 5:00-6:30 pm. There is generally one meeting at the Zoo and one at Trek each year on the quarterly schedule.
4. Primary functions:
 - A. Understand ZTA biannual budget; formally pass the budget in concert with MetroParks Board's parallel action.
 - B. Review each facility's business plan annually, connecting recommendations to the budget.
 - C. Gain an understanding and familiarity with the ZTA key issues and needs and advocate on their behalf.
5. Pierce County Council appoints three representatives; City of Tacoma appoints two representatives; and PCRC appoints two representatives.

Current Status of PCRC Representation to ZTA

Position One

Position One represents the smaller eleven cities and towns in population.

- | | | |
|-----|---------------|------------------------|
| 1. | Buckley | 4,635 |
| 2. | Carbonado | 650 |
| 3. | Eatonville | 2,405 |
| 4. | Milton | 5,705 in Pierce County |
| 5. | Orting | 6,134 |
| 6. | Pacific | 90 in Pierce County |
| 7. | Roy | 870 |
| 8. | Ruston | 765 |
| 9. | South Prairie | 440 |
| 10. | Steilacoom | 6,285 |
| 11. | Wilkeson | 460 |

Position One is currently held by Bobbi Allison of Eatonville.
Term expires on January 31, 2011.