

Gig Harbor City Council Meeting

**January 24, 2011
5:30 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, January 24, 2011 – 5:30 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of January 10, 2011.
2. Liquor License Action: a) Special Occasion – St. Nicholas School;
3. Receive and File: a) 2010 Fourth Quarter Finance Report.
4. Gig Harbor Historic Waterfront Association Agreement.
5. Skansie Brothers Site National Register Application Contract.
6. Gig Harbor Boatyard Tenant Improvements Proposal.
7. Skansie House Basement Lease – Gig Harbor Canoe and Kayak Racing Team.
8. Approval of Payment of Bills for January 24, 2011: Checks #65436 through #65562 in the amount of \$1,019,298.73.

PRESENTATIONS:

1. Wastewater Treatment Plant Outstanding Performance Award.

OLD BUSINESS:

1. Maritime Pier - Amended Concept.

NEW BUSINESS:

1. Public Hearing – 72nd Street Annexation.
2. Award of Official City Newspaper.
3. 2011 Council Committees and Selection of Mayor Pro Tem.

STAFF REPORT:

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Planning / Building Committee: Mon. Feb 7th at 5:15 p.m.
2. City Council: Mon. Feb. 14th at 5:30 p.m.
3. Operations and Public Projects: Wed. Feb 17th at 3:00 p.m.

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – JANUARY 10, 2011

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

CALL TO ORDER: 5:30 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of December 13, 2010.
2. Receive and File: a) Application for Pierce County Comprehensive Plan Amendment; b) Minutes of Operations & Public Projects Committee of December 9, 2010.
3. Liquor License Action: a) License Assumption – Hot Iron Grill; b) Renewals: El Pueblito, Albertson's, Hy lu Hee Hee; and 7 Seas Brewing Co.
4. Agreement for Communications Maintenance Program – Pierce County.
5. Agreement for Transfer of Ownership of Former K-9 Dog.
6. Derelict Boat Interlocal Agreement – Pierce County.
7. Jerisich Dock Park Receptacle Easement.
8. Water Rights Assistance – Contract Amendment/Tom Mortimer.
9. On-Call Development Review – Professional Services – Amendment No. 1 to Consultant Services Agreement / David Evans and Associates.
10. Maritime Pier Long Term Monitoring Plan Implementation – Consultant Services Contract.
11. Extension of Voluntary Furlough Policy.
12. Approval of Payment of Bills for December 24, 2010: Checks #65212 through #65328 in the amount of \$786,609.72.
13. Approval of Payment of Bills for January 10, 2011: Checks #65329 through #65435 in the amount of \$959,442.13.
14. Approval of Payroll for the Month of December: Checks #5809 through #5834 in the amount of \$490,484.39.

MOTION: Move to approve the Consent Agenda as presented.
Ekberg / Kadzik – unanimously approved.

PRESENTATIONS:

1. Swearing in Ceremony - Sergeant Sharon Cox. Chief Mike Davis introduced Sharon Cox and presented her background information. Mayor Hunter performed the swearing in ceremony and Chief Davis presented Sergeant Cox with a certificate of promotion. Sgt. Cox introduced her family members.

2. Greenhouse at Wilkinson Farm. Paul Schneider, Healthy Communities of Pierce County, provided the history for the community garden program. He then introduced Barbara Carr.

Ms. Carr gave an overview of the mission of the community garden program to provide organic gardening, physical activity and nutrition education. She explained that future plans for the program include a greenhouse to start plants from seed. She introduced Mark Hoppen.

Mark Hoppen presented information on a greenhouse proposed to be located in the same location as the current but dilapidated structure. He explained that money would be raised to fund the project and it would be built by volunteers with minimal city involvement. He addressed Council questions.

Council complimented the efforts of Barbara Carr and the garden group.

3. Crescent Creek Park Play Structure Update. Jaci Goodwill, Parks Commissioner, presented the recommendations that came from community meetings that included representatives of the City of Gig Harbor, the Parks Commission, the Greater Gig Harbor Foundation, PenMet Parks, and citizens involved with the playground structure at Sehmel Park. The group suggested that the city host a public forum on March 3rd to gather input on what the community would like to see in a playground. The input from that meeting would be used for the general parameters to come up with a design for Council approval. The next step is to consider funding sources through grants or bond efforts before it is built.

OLD BUSINESS: None.

NEW BUSINESS:

1. Art Policy. City Administrator Rob Karlinsey introduced this policy. He explained that it had been reviewed and approved by the Arts Commission.

MOTION: Move to approve and authorize the Indoor/Outdoor Display and Exhibits Policy.
Ekberg / Franich –

Councilmember Malich voiced concern that one person has the knowledge or power to make the determination on what gets displayed. He said it would be more appropriate for the Arts Commission decide as a committee.

Council and staff discussed the desire to keep the process as simple as possible, and whether to discontinue the program if it becomes burdensome.

RESTATED MOTION: Move to approve and authorize the Indoor/Outdoor Display and Exhibits Policy.
Ekberg / Franich – six voted yes. Councilmember Malich voted no.

STAFF REPORT:

City Administrator Rob Karlinsey congratulated City Attorney Angela Belbeck for her recent article in *City Vision*. He then announced that the city flags would be flown at half-mast until Friday in honor of the victims of the Tucson shootings.

PUBLIC COMMENT:

Larry Fleisch – 3107 Horsehead Bay Drive. Mr. Fleisch, Executive Director of the Greater Gig Harbor Foundation, spoke in support of the Crescent Creek Play Structure program. He explained that the organization was heavily involved with the Sehmel Park structure and liked the approach of using a hybrid concept. He offered their expertise in this effort to enhance the lifestyle of the community.

MAYOR’S REPORT / COUNCIL COMMENTS:

2011 Council Committees and Selection of Mayor Pro Tem. Mayor Hunter asked Councilmembers to submit their preferences to the City Clerk by January 17th for appointment at the January 24th meeting.

Councilmember Young asked for direction on a request from the Lodging Tax Advisory Committee to explore dropping health coverage for the Marketing Director, who has offered to take advantage of the policy to offer employees \$100 a month for declining coverage. This would result in a savings to the LTAC budget.

Mr. Karlinsey said that he and the Mayor don’t recommend moving forward at this time for several reasons. Councilmembers asked to see a proposal as soon as possible before making a decision.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Civic Center Closed Mon. Jan. 17th in observance of Martin Luther King Day.
2. OPPS Committee – Thur. Jan. 20th at 3:00 p.m.

ADJOURN:

MOTION: Move to adjourn at 6:18 p.m.
Franich / Conan – unanimously approved.

CD recorder utilized: Tracks 1002 – 1014

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

WASHINGTON STATE LIQUOR CONTROL BOARD-License Services
3000 Pacific Ave SE - P O Box 43075
Olympia WA 98504-3075

TO: MAYOR OF GIG HARBOR

January 14, 2011

SPECIAL OCCASION # 093698

ST NICHOLAS CATHOLIC SCHOOL 355 EDWARDS DR
GIG HARBOR WA 98332

DATE: MARCH 5, 2011

TIME: 1 PM TO 11 MIDNIGHT

PLACE: BOYS & GIRLS CLUB, 8502 SKANSIE AVE, GIG HARBOR

CONTACT: JULIE TEBB

253-851-2324

SPECIAL OCCASION LICENSES

- * License to sell beer on a specified date for consumption at specific place.
- * License to sell wine on a specific date for consumption at a specific place.
- * Beer/Wine in unopened bottle or package in limited quantity for off premises consumption.
- * Spirituous liquor by the individual glass for consumption at a specific place.

If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objection to the issuance of the license. If additional time is required please advise.


1. Do you approve of applicant? YES NO
2. Do you approve of location? YES NO
3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? YES NO

<u>OPTIONAL CHECK LIST</u>	<u>EXPLANATION</u>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
LAW ENFORCEMENT	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
HEALTH & SANITATION	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
FIRE, BUILDING, ZONING	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
OTHER:	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

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



To: Mayor Hunter and City Council
From: David Rodenbach, Finance Director 
Date: January 24, 2011
Subject: Fourth Quarter Financial Report

The quarterly financial reports for the fourth quarter of 2011 are attached.

Total resources, including all revenues and beginning cash balances, are 132 percent of the annual budget. This is due to the impact of three bond sales during the year. If we were to remove the effect of the bond sales, total resources for the year would be right around \$50 million or about five percent below budget.

Total revenues, excluding beginning cash balances and the effects of the three large bond sales, are 61 percent of the annual budget while total expenditures are at 73 percent.

General Fund revenues at year-end (excluding the \$500,000 sales tax windfall that Department of Revenue will take back sometime in 2011) are 98 percent of budget. Taxes came in right on budget (0.7% over 2010 budget). Permit revenues for 2010 were \$309,000 as compared with a budget of \$155,000. This is 50 percent better than expected.

General fund expenditures are 88 percent of budget. All general fund departments and other city funds are within budget as amended by ordinance no. 1202.

Water, Sewer and Storm Sewer revenues are 112%, 101% and 99% of budget; while expenditures for these three funds are at 92%, 81% and 86% of budget.

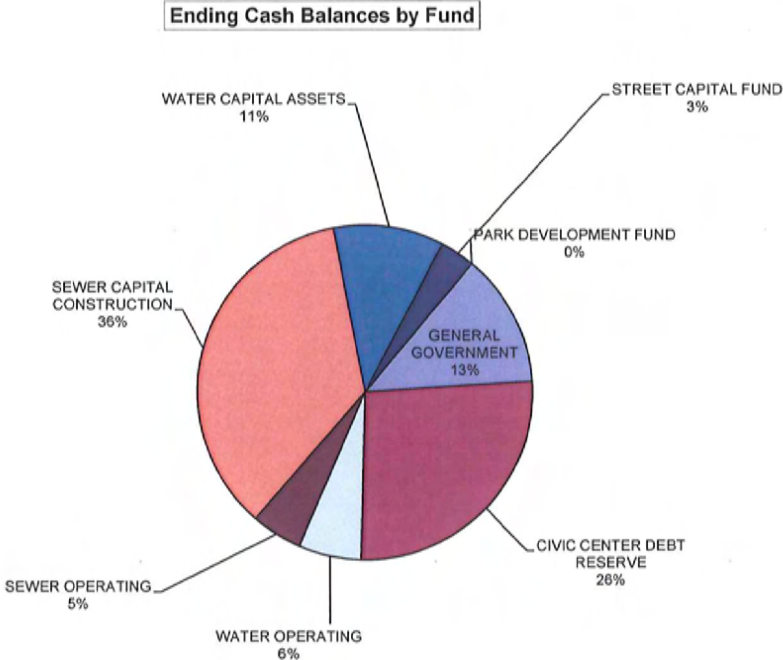
Cash balances are adequate in all funds. 2010 year-end total cash balance across all funds is \$18.4 million. If we remove unspent bond proceeds of about \$4.8 million, we are very close to the city's beginning balance of \$14.4 million.

CITY OF GIG HARBOR
CASH AND INVESTMENTS
YEAR TO DATE ACTIVITY
AS OF DECEMBER 31, 2010

FUND NO.	DESCRIPTION	BEGINNING BALANCE	REVENUES	EXPENDITURES	OTHER CHANGES	ENDING BALANCE
001	GENERAL GOVERNMENT	\$ 894,873	\$ 8,490,321	\$ 7,410,362	\$ (40,583)	\$ 1,934,250
101	STREET FUND	408,633	1,922,867	1,895,192	(2,095)	434,212
102	STREET CAPITAL FUND	231,764	5,867,448	5,117,971	(471,092)	510,149
105	DRUG INVESTIGATION FUND	43,722	11,680	47,244	(1,261)	6,897
106	DRUG INVESTIGATION FUND	-	37,080	3,004	-	34,076
107	HOTEL-MOTEL FUND	139,718	222,881	255,069	(9,713)	97,817
108	PUBLIC ART CAPITAL PROJECTS	91,559	227	-	-	91,787
109	PARK DEVELOPMENT FUND	498,109	1,696,728	1,758,005	(253,165)	183,668
110	CIVIC CENTER DEBT RESERVE	3,973,786	9,869	-	-	3,983,655
208	LTGO BOND REDEMPTION	4,798	9,114,402	9,377,722	-	(258,522)
209	2000 NOTE REDEMPTION	82,466	221,198	285,055	-	18,610
210	LID NO. 99-1 GUARANTY	95,001	236	-	-	95,237
211	UTGO BOND REDEMPTION	204,699	241,747	265,776	-	180,670
301	PROPERTY ACQUISITION FUND	122,243	143,710	-	-	265,953
305	GENERAL GOVT CAPITAL IMPR	149,985	124,375	-	-	274,360
309	IMPACT FEE TRUST	30,950	283,986	-	2,780	317,717
401	WATER OPERATING	671,202	1,100,270	850,197	(12,709)	908,566
402	SEWER OPERATING	597,181	2,810,048	2,693,058	27,729	741,899
407	UTILITY RESERVE	189,381	1,136,512	-	-	1,325,893
408	UTILITY BOND REDEMPTION	7,195	7,142,027	15,456,608	8,312,288	4,902
410	SEWER CAPITAL CONSTRUCTION	4,706,696	11,589,574	10,309,335	(632,563)	5,354,371
411	STORM SEWER OPERATING FUND	444,741	711,762	885,299	(4,742)	266,461
412	STORM SEWER CAPITAL	1,162	481,386	33,028	(431,943)	17,577
420	WATER CAPITAL ASSETS	803,423	2,140,301	1,332,138	(579)	1,611,006
605	LIGHTHOUSE MAINTENANCE TRUST	2,102	5	-	(2)	2,105
608	FHS TRAFFIC MITIGATION TRUST	8,965	4	8,968	-	-
631	MUNICIPAL COURT	-	111,440	111,440	-	-
		\$ 14,404,354	\$ 55,612,084	\$ 58,095,471	\$ 6,482,350	\$ 18,403,316

COMPOSITION OF CASH AND INVESTMENTS
AS OF DECEMBER 31, 2010

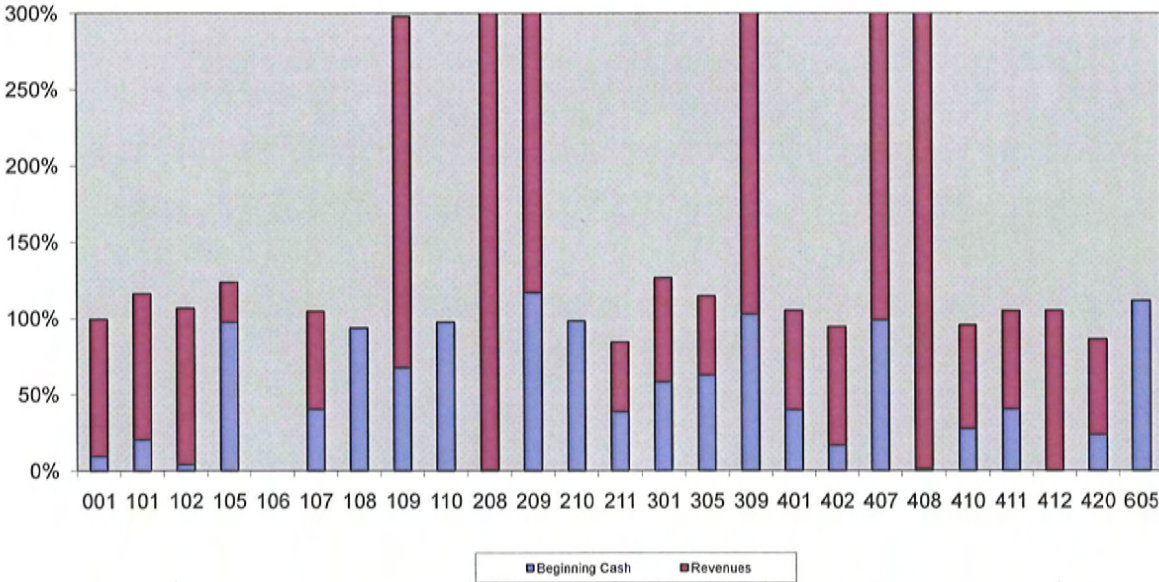
	MATURITY	RATE	BALANCE
CASH ON HAND			\$ 1,300
CASH IN BANK			271,802
LOCAL GOVERNMENT INVESTMENT POOL		0.2245%	18,562,159
			<u>\$ 18,835,261</u>



CITY OF GIG HARBOR
YEAR-TO-DATE RESOURCE SUMMARY
AND COMPARISON TO BUDGET
AS OF DECEMBER 31, 2010

FUND NO.	DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT	\$ 9,430,319	\$ 9,385,195	\$ 45,124	100%
101	STREET FUND	2,003,957	2,331,500	(327,543)	116%
102	STREET CAPITAL FUND	5,705,350	6,099,212	(393,862)	107%
105	DRUG INVESTIGATION FUND	44,742	55,402	(10,660)	124%
106	DRUG INVESTIGATION FUND	37,370	37,080	290	99%
107	HOTEL-MOTEL FUND	346,109	362,599	(16,490)	105%
108	PUBLIC ART CAPITAL PROJECTS	97,775	91,787	5,988	94%
109	PARK DEVELOPMENT FUND	736,144	2,194,838	(1,458,694)	298%
110	CIVIC CENTER DEBT RESERVE	4,076,262	3,983,655	92,607	98%
208	LTGO BOND REDEMPTION	1,263,536	9,119,200	(7,855,664)	722%
209	2000 NOTE REDEMPTION	70,451	303,665	(233,214)	431%
210	LID NO. 99-1 GUARANTY	96,728	95,237	1,491	98%
211	UTGO BOND REDEMPTION	528,353	446,446	81,907	84%
301	PROPERTY ACQUISITION FUND	209,992	265,953	(55,961)	127%
305	GENERAL GOVT CAPITAL IMPR	239,004	274,360	(35,356)	115%
309	IMPACT FEE TRUST	30,104	314,937	(284,833)	1046%
401	WATER OPERATING	1,683,625	1,771,472	(87,847)	105%
402	SEWER OPERATING	3,599,773	3,407,228	192,545	95%
407	UTILITY RESERVE	191,345	1,325,893	(1,134,548)	693%
408	UTILITY BOND REDEMPTION	457,999	7,149,221	(6,691,222)	1561%
410	SEWER CAPITAL CONSTRUCTION	17,036,542	16,296,270	740,272	96%
411	STORM SEWER OPERATING FUND	1,101,415	1,156,503	(55,088)	105%
412	STORM SEWER CAPITAL	458,437	482,548	(24,111)	105%
420	WATER CAPITAL ASSETS	3,413,306	2,943,723	469,583	86%
605	LIGHTHOUSE MAINTENANCE TRUST	1,886	2,107	(221)	112%
608	FHS TRAFFIC MITIGATION TRUST		8,968	(8,968)	
631	MUNICIPAL COURT		111,440	(111,440)	
		\$ 52,860,524	\$ 70,016,438	\$ (17,155,914)	132%

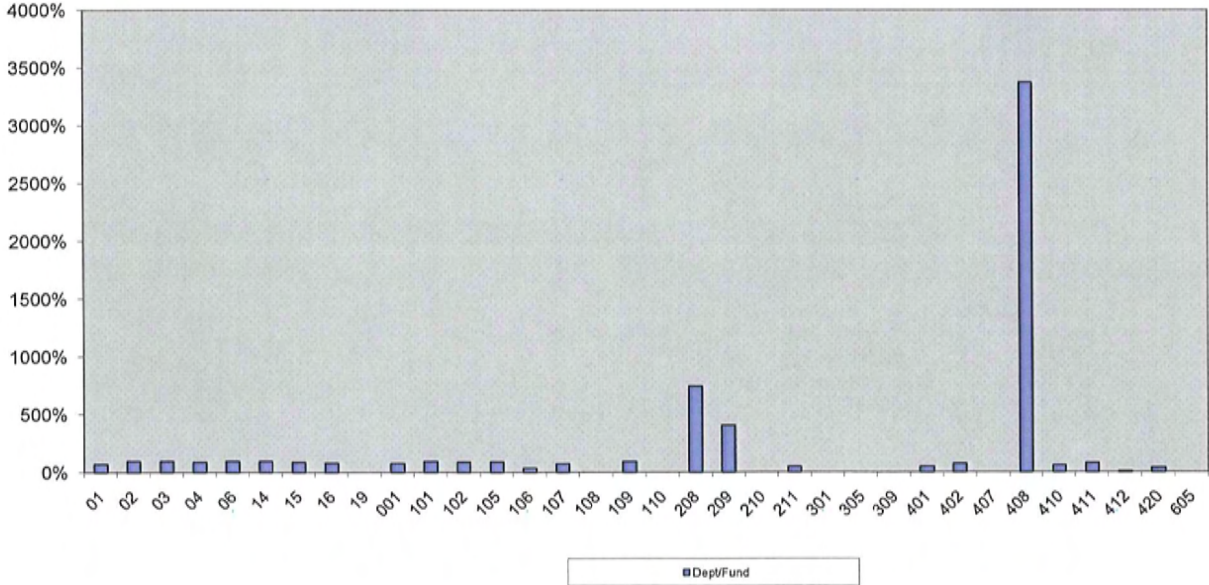
Resources as a Percentage of Annual Budget



CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
AND COMPARISON TO BUDGET
FOR PERIOD ENDING DECEMBER 31, 2010

FUND NO.	DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL Y-T-D EXPENDITURES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT				
01	NON-DEPARTMENTAL	\$ 2,113,701	\$ 1,505,800	\$ 607,901	71%
02	LEGISLATIVE	27,850	27,134	716	97%
03	MUNICIPAL COURT	350,050	333,266	16,784	95%
04	ADMINISTRATIVE/FINANCIAL	1,287,450	1,139,859	147,591	89%
06	POLICE	2,664,888	2,577,584	87,304	97%
14	COMMUNITY DEVELOPMENT	1,194,950	1,141,906	53,044	96%
15	PARKS AND RECREATION	541,975	486,202	55,773	90%
16	BUILDING	249,038	198,612	50,426	80%
19	ENDING FUND BALANCE	1,191,417	-	1,191,417	
001	TOTAL GENERAL FUND	9,621,319	7,410,362	2,210,957	77%
101	STREET FUND	2,003,958	1,895,192	108,766	95%
102	STREET CAPITAL FUND	5,705,350	5,117,971	587,379	90%
105	DRUG INVESTIGATION FUND	52,000	47,244	4,756	91%
106	DRUG INVESTIGATION FUND	8,000	3,004	4,996	38%
107	HOTEL-MOTEL FUND	346,109	255,069	91,040	74%
108	PUBLIC ART CAPITAL PROJECTS	97,775	-	97,775	
109	PARK DEVELOPMENT FUND	1,873,000	1,758,005	114,995	94%
110	CIVIC CENTER DEBT RESERVE	4,076,262	-	4,076,262	
208	LTGO BOND REDEMPTION	1,263,535	9,377,722	(8,114,187)	742%
209	2000 NOTE REDEMPTION	70,451	285,055	(214,604)	405%
210	LID NO. 99-1 GUARANTY	96,728	-	96,728	
211	UTGO BOND REDEMPTION	528,353	265,776	262,577	50%
301	PROPERTY ACQUISITION FUND	209,992	-	209,992	
305	GENERAL GOVT CAPITAL IMPR	239,004	-	239,004	
309	IMPACT FEE TRUST	30,104	-	30,104	
401	WATER OPERATING	1,683,625	850,197	833,428	50%
402	SEWER OPERATING	3,599,770	2,693,058	906,712	75%
407	UTILITY RESERVE	191,345	-	191,345	
408	UTILITY BOND REDEMPTION	457,999	15,456,608	(14,998,609)	3375%
410	SEWER CAPITAL CONSTRUCTION	17,036,541	10,309,335	6,727,206	61%
411	STORM SEWER OPERATING FUND	1,101,415	885,299	216,116	80%
412	STORM SEWER CAPITAL	458,437	33,028	425,409	7%
420	WATER CAPITAL ASSETS	3,413,306	1,332,138	2,081,168	39%
605	LIGHTHOUSE MAINTENANCE TRUST	1,886	-	1,886	
607	EDDON BOATYARD TRUST	-	-	-	
608	FHS TRAFFIC MITIGATION TRUST	-	8,968	(8,968)	
631	MUNICIPAL COURT	-	111,440	(111,440)	
		\$ 54,166,264	\$ 58,095,471	\$ (3,929,207)	107%

Expenditures as a Percentage of Annual Budget



CITY OF GIG HARBOR
YEAR-TO-DATE REVENUE SUMMARY
BY TYPE
FOR PERIOD ENDING DECEMBER 31, 2010

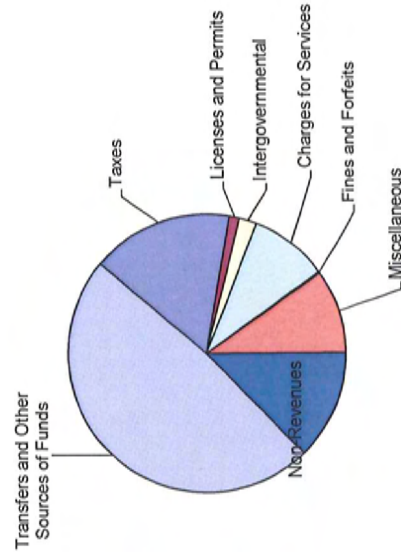
TYPE OF REVENUE	AMOUNT
Taxes	\$ 9,194,497
Licenses and Permits	671,497
Intergovernmental	1,125,737
Charges for Services	5,067,881
Fines and Forfeits	128,142
Miscellaneous	5,372,168
Non-Revenues	7,163,471
Transfers and Other Sources of Funds	26,888,691
Total Revenues	55,612,084
Beginning Cash Balance	14,404,354
Total Resources	\$ 70,016,438

diff \$ (6,482,350)

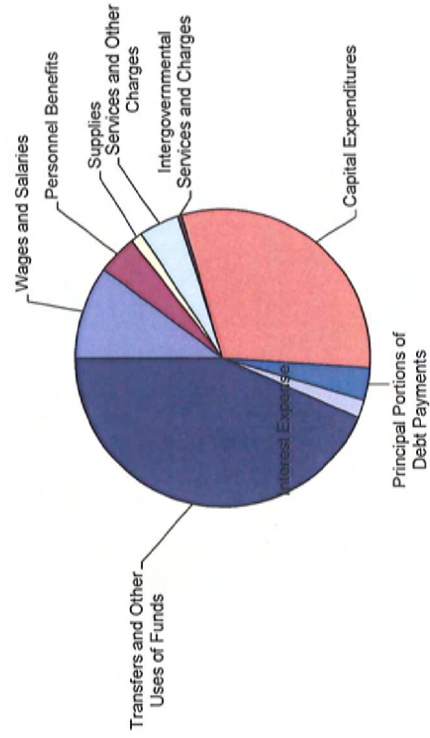
CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
BY TYPE
FOR PERIOD ENDING DECEMBER 31, 2010

TYPE OF EXPENDITURE	AMOUNT
Wages and Salaries	\$ 5,890,664
Personnel Benefits	2,509,188
Supplies	734,602
Services and Other Charges	2,548,166
Intergovernmental Services and Charges	244,435
Capital Expenditures	17,708,941
Principal Portions of Debt Payments	2,087,814
Interest Expense	1,128,735
Transfers and Other Uses of Funds	25,242,928
Total Expenditures	58,095,471
Ending Cash Balance	18,403,316
Total Uses	\$ 76,498,788

Revenues by Type - All Funds



Expenditures by Type - All Funds



CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 2010

		SPECIAL REVENUE FUNDS									
		101	102	105	106	107	108	109	110		
		STREET	ST CAP	DRUG INVESTIGTN	DRUG INVESTIGTN	HOTEL - MOTEL	PUBLIC ART PROJECTS	PARK DVLP FUND	CIVIC CTR DEBT RSRV		
ASSETS											
CASH	\$	6,266	7,362	1,085	492	1,412	1,325	2,651	\$	57,490	
INVESTMENTS		427,946	502,787	5,812	33,584	96,405	90,462	181,017		3,926,165	
RECEIVABLES		47,635	862,898	-	-	26,110	-	-		-	
FIXED ASSETS		-	-	-	-	-	-	-		-	
OTHER		-	-	-	-	-	-	-		-	
TOTAL ASSETS		481,847	1,373,047	6,897	34,075	123,927	91,787	183,668		3,983,655	
LIABILITIES											
CURRENT		16,330	30,165	-	-	1,811	-	93,522		-	
LONG TERM		30,581	-	-	-	-	-	-		-	
TOTAL LIABILITIES		46,911	30,165	-	-	1,811	-	93,522		-	
FUND BALANCE:											
BEGINNING OF YEAR		407,261	593,404	42,461	-	154,304	91,559	151,423		3,973,786	
Y-T-D REVENUES		1,922,867	5,867,448	11,680	37,080	222,881	227	1,696,728		9,869	
Y-T-D EXPENDITURES		(1,895,192)	(5,117,971)	(47,244)	(3,004)	(255,069)	-	(1,758,005)		-	
ENDING FUND BALANCE		434,936	1,342,881	6,897	34,076	122,116	91,787	90,146		3,983,655	
TOTAL LIAB. & FUND BAL.		481,847	1,373,047	6,897	34,076	123,927	91,787	183,668		3,983,655	

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF September 30, 2010

		SPECIAL REVENUE FUNDS						
		301	305	309	605	608	631	TOTAL
		PROPERTY ACQUISITION	GEN GOVT CAPITAL	IMPACT TRUST	FEE LIGHHOUSE MAINT	FHS TRFC MITIGATION	MUNICIPAL COURT	SPECIAL REVENUE
ASSETS								
CASH	\$ 3,838	\$ 3,959	\$ 4,585	\$ 30	\$ -	\$ -	\$ -	\$ 90,495
INVESTMENTS	262,115	270,401	313,132	2,077	-	-	-	6,111,902
RECEIVABLES	-	-	-	-	-	-	-	936,643
FIXED ASSETS	-	-	-	-	-	-	-	-
OTHER	-	-	-	-	-	-	-	-
TOTAL ASSETS	265,953	274,360	317,717	2,107	-	-	-	7,139,040
LIABILITIES								
CURRENT	-	-	8,340	-	-	-	-	150,168
LONG TERM	-	-	-	-	-	-	-	30,581
TOTAL LIABILITIES	-	-	8,340	-	-	-	-	180,750
FUND BALANCE:								
BEGINNING OF YEAR	122,243	149,985	25,390	2,102	8,965	-	-	5,722,883
Y-T-D REVENUES	143,710	124,375	283,986	5	4	111,440	-	10,432,301
Y-T-D EXPENDITURES	-	-	-	-	(8,968)	(111,440)	-	(9,196,894)
ENDING FUND BALANCE	265,953	274,360	309,377	2,107	-	-	-	6,958,291
TOTAL LIAB. & FUND BAL.	\$ 265,953	\$ 274,360	\$ 317,717	\$ 2,107	\$ -	\$ -	\$ -	\$ 7,139,040

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF September 30, 2010

	208	209	210	211	TOTAL
	LTGO BOND REDEMPTION *****	2000 NOTE REDEMPTION*****	LID 99-1 GUARANTY	UTGO BOND REDEMPTION*****	DEBT SERVICE
ASSETS					
CASH	\$	269 \$	1,374 \$	2,607 \$	519
INVESTMENTS	(3,731)	18,341	93,863	178,063	35,476
RECEIVABLES	(254,791)	-	-	11,244	11,244
FIXED ASSETS	-	-	-	-	-
OTHER	-	-	-	-	-
TOTAL ASSETS	(258,522)	18,610	95,237	191,914	47,239
LIABILITIES					
CURRENT	-	-	-	-	-
LONG TERM	-	-	-	8,248	8,248
TOTAL LIABILITIES	-	-	-	8,248	8,248
FUND BALANCE:					
BEGINNING OF YEAR	4,798	82,466	95,001	207,695	389,961
Y-T-D REVENUES	9,114,402	221,198	236	241,747	9,577,584
Y-T-D EXPENDITURES	(9,377,722)	(285,055)	-	(265,776)	(9,928,553)
ENDING FUND BALANCE	(258,522)	18,610	95,237	183,667	38,992
TOTAL LIAB. & FUND BAL.	(258,522) \$	18,610 \$	95,237 \$	191,914 \$	47,239 \$

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 2010**

	PROPRIETARY							TOTAL PROPRIETARY	TOTAL
	401	402	407	408	410	411	412		
	WATER OPERATING	SEWER OPERATING	UTILITY RESERVE	UTILITY BOND REDEMPTION	SEWER CAP. CONST.	STORM SEWER OPERATING	STORM SEWER CAPITAL	WATER CAP. ASSETS	
ASSETS									
CASH	13,211	\$ 10,805	\$ 19,135	\$ 71	\$ 77,272	\$ 3,845	\$ 6,487	\$ 23,249	\$ 154,075
INVESTMENTS	895,355	731,094	1,306,758	4,831	5,277,100	282,616	443,033	1,587,757	10,508,545
RECEIVABLES	268,164	403,566	-	-	-	165,267	-	-	836,997
FIXED ASSETS	3,413,022	8,778,869	-	-	13,234,044	456,901	-	809,818	26,692,654
OTHER	-	-	-	-	-	-	-	-	-
TOTAL ASSETS	4,589,752	9,924,335	1,325,893	4,902	18,588,416	888,629	449,520	2,420,824	38,192,271
LIABILITIES									
CURRENT	134,788	114,612	-	902,465	536,957	2,282	-	1,385	1,692,489
LONG TERM	52,576	67,379	-	18,324,788	-	38,597	-	-	18,483,341
TOTAL LIABILITIES	187,364	181,991	-	19,227,253	536,957	40,880	-	1,385	20,175,830
FUND BALANCE:									
BEGINNING OF YEAR	4,152,315	9,625,354	189,381	(10,907,770)	16,771,220	1,021,287	1,162	1,611,276	22,464,226
Y-T-D REVENUES	1,100,270	2,810,048	1,136,512	7,142,027	11,589,574	711,762	481,386	2,140,301	27,111,878
Y-T-D EXPENDITURES	(850,197)	(2,693,058)	-	(15,456,608)	(10,309,335)	(885,299)	(33,028)	(1,332,138)	(31,559,663)
ENDING FUND BALANCE	4,402,388	9,742,344	1,325,893	(19,222,351)	18,051,459	847,750	449,520	2,419,439	18,016,441
TOTAL LIAB. & FUND BAL.	\$ 4,589,752	\$ 9,924,335	\$ 1,325,893	\$ 4,902	\$ 18,588,416	\$ 888,629	\$ 449,520	\$ 2,420,824	\$ 38,192,271
									\$ 48,456,640

CITY OF GIG HARBOR



2010 / 4TH QUARTER PERFORMANCE AND WORKLOAD MEASURES

ADMINISTRATION

Administration

Performance Measures

	2008 Actual	2010 Goal
Percent of Citizens Agreeing with Survey Questions:		
Pleased with Overall Direction of the City	58%	N/A*
Receive Good Value for Taxes Paid	61%	N/A*
The City Listens to its Citizens	43%	N/A*
City has a Strong Sense of Community	84%	N/A*

* No survey to be conducted in 2010.

Workload Measures

	2007 Actual	2008 Actual	2009 Actual	2010 Estimate
Population	6,765	6,780	6,910	7,165
City-wide Assessed Property Valuation	1,448,681,937	1,699,571,402	1,955,970,466	2,061,648,756
Total Capital Project Budget	11,000,000	25,630,000	21,800,000	24,263,000

City Clerk Office

Performance Measures

	Public Records Requests (respond within 5 days)	Ordinance /Resolutions (within 4 working days)	Council Packets on time	Minutes done within 6 days
2008 Actual	99.9%	95%	80%	79%
2009 Actual	100%	98%	91%	44%
2010 Actual	100%	95%	95%	85%

Workload Measures

	Request for Public Records	Council Packets # of Pages	Ordinances & Resolutions	Minutes # of pages	Claim for Damages/ Lawsuits	Spcl Events Parks & Facility Resv
2009 4th Quarter	30	844	20	36	14	137
2010 4th Quarter	33	912	10	30	11	62
2009 Actual	121	4,586	67	199	46	341
2010 Actual	126	4,552	54	162	35	507

POLICE

Performance Measures

	2009 4 th Qtr	2010 4 th Qtr	2009 Actual	2010 Actual
% of citizens who feel safe in general according to survey	n/a	n/a	n/a	n/a
UCR Violent crimes per 1000 population	n/a	n/a	2.4	*
UCR Property crimes per 1000 population	n/a	n/a	55.8	*
Average police emergency response time in minutes	7.30	7.29	6.67	7.17

Workload Measures

	2009 4 th Qtr	2010 4 th Qtr	2009 Actual	2010 Actual
Number of dispatched calls for service	2190	2265	8,030	8,384
Number of office walk in requests for service	666	793	2,529	2,614
Number of cases assigned for follow-up	43	50	232	214
Number of police reports written	360	573	2,034	2,130

* UCR stats are published yearly. We will not have the final UCR statistics until June of 2010.

MUNICIPAL COURT

Workload Measures

	2009 4 th Quarter	2010 4 th Quarter	2009 Actual	2010 Actual
Infraction Filings	262	213	1,282	901
Infraction Hearings	186	147	957	633
Criminal Filings	121	129	503	425
Criminal Hearings	716	731	3,246	2,337

Performance Measures

	2009 4 th Quarter	2010 4 th Quarter	2009 Actual	2010 Actual
Collection Assignments	138/\$65,493	93/\$52,979	574/\$334,802	388/\$230,186
Collection Recovery	\$13,859	\$14,220	\$69,353	\$60,490
% PC Compliance	100%	100%	100%	100%
% Speedy Compliance	100%	100%	100%	100%

The Court does not set gross revenue or case filing goals.
Judge Dunn does not influence nor comment on revenue or case filings.

BUILDING AND FIRE SAFETY

Performance Measures

	2008 Actual	2009 Actual	2010 Estimate
Complete first review or plan approval letter within 28 days of receipt of complete application (OCA)	90%	95%	96%
Provide second review or approval letter within 14 days of receipt of re-submittals	80%	95%	95%
Provide inspections within 24 hours of request	98%	99%	97%

Workload Measures

	2008 Actual	2009 Actual	2010 Actual
Inspections	3723	2835	2832
Commercial permits received	320	148	179
Residential permits received	219	119	208
Commercial permits issued	314	173	170
Residential permits issued	194	90	198
Fire Code permits received	122	71	99
Fire Code permits issued	132	63	87

PLANNING DEPARTMENT

Performance Measures

	2009 3rd Qtr	2010 3rd Qtr	2009 Actual	2010 Actual
% of land use cases processed under 120 days	98%*	98%	98%	Not submitted
% of preliminary plats processed under 90 days	100%	N/A	50%	Not submitted
% of short plats processed under 30 days	N/A	N/A	0%	Not submitted

NOTES
 N/A indicates no permits of that type approved during the quarter

Workload Measures

	2009 3rd Qtr	2010 3rd Qtr*	2009 Actual	2010 Actual
Number of land use cases	74	56	304	Not submitted
Amount of fees collected	\$30,973	\$37,305	\$213,196	Not submitted

Note: 2010 YTD Planning fees are \$130,739

PUBLIC WORKS

Parks

Performance Measures

	2009 Actual	2010 Actual	2009 4 th Qtr Actual	2010 4 th Qtr Actual
Landscaping Maintained (sq ft/FTE)	545,481	686,308	90,000	175,500
Parks cleaned per day	100%	100%	100%	100%
Complaints addressed within 24 hrs	95%	100%	95%	100%

Workload Measures

	2009 Actual	2010 Actual	2009 4 th Qtr Actual	2010 4 th Qtr Actual
Acres of park space & streetscapes	71.7	71.7	17.92	17.92
Community event sponsored hours	942	686	441	256
Acres of park land (per FTE)	n/a	n/a	n/a	n/a
Park related phone calls	83	83	15	9

* Number is average over the whole year due to seasonal mowing schedule.

Streets

Performance Measures

	2009 Actual	2010 Actual	2009 4 th Qtr Actual	2010 4 th Qtr Actual
Streets sweeping (FTE hours)	462	483	142 hrs	110 hrs
Streets maintain (lane miles/FTE)	5.6	5.6	1.4	5.6

Workload Measures

	2009 Actual	2010 Actual	2009 4 th Qtr Actual	2010 4 th Qtr Actual
Streetlights	423	520	423	520
Lane miles maintained	81.45	81.45	81.45	81.45
Street signs repaired	427	160	8	19
Pavement markings (feet)	428,297	473,577	3 rd Qtr	3 rd Qtr
Sidewalks maintained (feet)	157,784	157,784	40,166	40,166
Street-related phone calls	111	120	34	16
Fleet serviced shop vehicles (hrs)	353.45	259.8	66	136.8
Fleet serviced police vehicles (hrs)	249.10	235.5	52	56

Water

Performance Measures

	2009 Actual	2010 Actual	2009 4th Qtr Actual	2010 4th Qtr Actual
Meters read per FTE	3,248	11,943	3,248	3,248
After hrs emer. responses w/in 45 min.	100%	100%	100%	100%

* No meters were read during the month of September 2010.

Workload Measures

	2009 Actual	2010 Actual	2009 4th Qtr Actual	2010 4th Qtr Actual
Gallons of storage capacity	4,550,000	4,550,000	4,550,000	4,550,000
Number of gallons pumped per year	320.08 mg	294.1 mg	65.2 mg	57.2 mg
Number of water related calls	119	132	29	32

Stormwater

Performance Measures

	2009 Actual	2010 Actual	2009 4th Qtr Actual	2010 4th Qtr Actual
Percent of storm ponds brushed	100%	100%	100%	100%
Progress toward NSDES Phase II comp.	60%	75%	60%	75%

Workload Measures

	2009 Actual	2010 Actual	2009 4th Qtr Actual	2010 4th Qtr Actual
Catch basins cleaned	1,000	1,000	1,000	1,000
Catch basins installed	3	0	3	0
Catch basins maintained	1,000	1,000	1,000	1,000
Storm ponds maintained	12	11	3 rd Qtr	4

Wastewater

Performance Measures

	2009 Actual	2010 Actual	2009 4th Qtr Actual	2010 4th Qtr Actual
Dewatering w/ thickening process (gallons)	3,266,610	3,161,638	1,050,180 gals	489,695 gals
Line Cleaning (feet)	36,140	44,973	2,500	37,678
Plant performance award	Yes	Yes	Yes	Yes

Wastewater

Workload Measures

	2009 Actual	2010 Actual	2009 4th Qtr Actual	2010 4th Qtr Actual
Raw sewage treated	302.61 mg	303.94 mg	78 mg	78.6952
Tons of bio-solids produced*	1171.35 wet tons	937.27 wet tons	329	280.64 wet tons
Work orders for plant/lift station maintenance	430/457	417 plant/ 430 LS	100/94	102 plant/57 LS
Lift station checks	884	884	221	221
Corrective/Special Projects Work Order QUANTITY	44/59	49/70	19 plant/19 LS	34 plant/34 LS
Corrective/Special Projects Work Orders HOURS	394/383.75	421.25/ 448.75	194 plant/135.6 LS	262 plant/248.5 LS

* The reduction in biosolid tons produced is a positive cost saving measure.

Engineering

Performance Measures

	2009 Actual	2010 Actual	2009 4th Qtr Actual	2010 4th Qtr Actual
Percent of project milestones met with the quarter	80%	80%	80%	80% (4/5)
Ratio of PW variances approved w/in 6 weeks of complete application	(1/1)	3	n/a	(1/0)
Ratio of sewer exceptions approved w/in 6 weeks of written request	(2/2)	3	n/a	(3/3)

Workload Measures

	2009 Actual	2010 Actual	2009 4th Qtr Actual	2010 4th Qtr Actual
Number of capital projects construction surveyed by staff	3	3	2	0
Traffic modeling completed by staff	0	1	n/a	0

FINANCE

Finance

Performance Measures

	2009 1 st Quarter	2010 1 st Quarter	2009 Actual	2010 Actual
Maintain city bond rating (Moody's Aa3)	A2	Aa3	Aa3	Aa3
Unqualified audit financial statement opinion	Yes	Yes	Yes	Yes

Workload Measures

	2009 4 th Quarter	2010 4 th Quarter	2009 Actual	2010 Actual
Number of invoices processed	2,732	2,374	1,411	7,442
Number of transactions receipted	3,658	4,025	16,051	17,004
Number of utility bills processed	3,955	4,024	3,190	14,560
Number of payroll checks processed	695	643	722	2,385
Number of business licenses processed	115	157	629	729

Information Technology

Performance Measures

	2007 Actual	2008 Actual	2009 Actual	2010 4 th Quarter
Average Cost of IT per Citizen	26	31	28	20
Average Cost of IT per Employee	1667	1880	1666	1471
Network uptime	99%	99%	99%	99%

Workload Measures

	2007 Actual	2008 Actual	2009 Actual	2010 4 th Quarter
Number of IT staff	2	2	2	1.5
Number of remote sites	2	3	3	3
Average monthly help desk calls	225	360	370	100

MARKETING

Performance Measures

	2009 4 th Quarter	2010 4 th Quarter	2009 Actual	2010 Estimate
Occupancy Percentages	33%	N/A	42%	N/A
% Change in Visitor Info Requests	-8%	59%	-47%	10%
Editorial Medial Value *	\$53,660	\$21,500	\$304,028	\$300,000

* This figure is value of editorial articles generated by the Marketing Dept., figured by the publications advertising rates
N/A data no longer being collected.

Workload Measures

	2009 4 th Quarter	2010 4 th Quarter	2009 Actual	2010 Estimate
Promotion and Advertising Budget	\$13,750	\$9,000	\$55,000	\$36,000
Number of Filled Requests	1,457	3,555	12,883	15,000
Travel writers/media hosted in Gig Harbor *	0	2	9	4

Travel writers this quarter include and not limited to:

Emily Keeler, Trazzler.com

Michele Andrus Dill, Horizon Magazine



Subject: Gig Harbor Historic Waterfront Association (GHHWA) Agreement

Dept. Origin: Administration

Prepared by: Rob Karlinsey

Proposed Council Action:

For Agenda of: January 24, 2011
Exhibits: Agreement

Approve the agreement between the City and the Gig Harbor Historic Waterfront Association (GHHWA) for 2011.

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

CLH 1/18/11
RJK 1/14/11
AB via email
DR 1.14.11

Expenditure	Amount	Appropriation
Required \$35,000	Budgeted \$35,000	Required \$0

INFORMATION / BACKGROUND

In 2007, the Gig Harbor Waterfront Restaurant & Retailers Association (GHWRRRA) disbanded, and soon thereafter, the Gig Harbor Historic Waterfront Association (GHHWA) was formed. The GHHWA is registered as a non-profit entity with the State with an established board of directors. This association has formed using the Mainstreet™ approach as approved and administered by the State of Washington. By adopting the Mainstreet™ approach, members can access state programs, grants, and tax credits that were otherwise unavailable.

The GHHWA, under the Mainstreet™ approach, has run and will continue to run and promote community events, business retention programs, and other strategies to preserve the historic character of the downtown while improving the economic vitality of the downtown.

Last year, the City contributed \$29,000 in cash and the equivalent of \$6,000 in-kind office space, for a total of \$35,000. Because the Chamber of Commerce is taking over the Judson Street building ("VIC"), the City will no longer be able to offer GHHWA office space in its district, and GHHWA will move out of the VIC and pay rent elsewhere. Therefore, in 2010, the \$6,000 of in-kind office space contribution will convert to a cash contribution as follows:

Cash Contribution:	\$29,000	\$35,000
In-kind Office Space at the Visitor Center:	\$6,000	
Total:	\$35,000	

In return for the City's \$35,000 cash contribution, the GHHWA will produce specific **Page 2 of 12** deliverables as stated in section three of the attached agreement.

FISCAL CONSIDERATION

Sufficient funds are included in the 2011 adopted budget, as stated as part of objective #2 in the Administration Department's Narrative of Objectives.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve the agreement.

**AGREEMENT
BETWEEN THE CITY OF GIG HARBOR AND
THE GIG HARBOR HISTORIC WATERFRONT ASSOCIATION**

THIS AGREEMENT is entered into this ____ day of _____ 2011, by and between the City of Gig Harbor, Washington, an optional code municipal corporation organized under the laws of the state of Washington, hereinafter referred to as the "City" and the Gig Harbor Historic Waterfront Association, a nonprofit corporation organized under the laws of the State of Washington, hereinafter referred to as "GHHWA."

WHEREAS, the City is governed by Title 35A RCW, but the City also has "all of the powers which any city of any class may have and shall be governed in matters of state concern by statutes applicable to such cities in connection with such powers to the extent to which such laws are appropriate . . ." (RCW 35A.21.160); and

WHEREAS, RCW 35.21.703 provides that "it shall be a public purpose for all cities to engage in economic development programs," and "cities may contract with nonprofit corporations in furtherance of this and other acts relating to economic development"; and

WHEREAS, GHHWA, a 501c(3) corporation with UBI # 602 799 246, encourages and supports historic preservation and economic vitality of the historic Gig Harbor waterfront district; and

WHEREAS, the City Council is interested in contracting with the GHHWA for the activities and services described herein, in order to promote and encourage historic preservation and economic vitality in historic waterfront district of Gig Harbor; and

WHEREAS, the City Council values the concepts embodied in the Main Street™ Approach and recognizes the ability to increase local investment through access to Washington State B & O tax credit incentives, access to Washington State staff resources (if available) and grant opportunities afforded by Main Street Program; and,

WHEREAS, the City Council recognizes that it is not the sole financial contributor to the work of GHHWA;

NOW THEREFORE, in consideration of the mutual off-setting benefits and conditions hereinafter contained, the parties hereto agree as follows:

TERMS

1. Purpose of the Agreement. In the execution of this Agreement, the City and GHHWA seek to:

A. Describe the conditions which must occur in order for the city to provide "in-kind" financial support to GHHWA. ~~for the use and maintenance of office and conference space at the Visitor Information Center at 3125 Judson Street, Gig Harbor, WA 98335, until December 31, 2014;~~

B. Clarify the term and nature of the City's support in order to assist the GHHWA in the development of their programs;

C. Describe the programs that will be implemented by the GHHWA for the benefit of City citizens, which shall serve as consideration for this Agreement;

D. Identify the procedures and methods to be utilized by the GHHWA in order to promote the activities and services of the GHHWA that are sponsored by the City;

E. Describe the procedures under which the GHHWA shall request monetary contributions from the City, and the manner in which the City shall respond;

F. Describe the procedures to be used by the GHHWA in order to report the outcomes of the programs to the City and the manner in which all records shall be maintained by GHHWA.

2. General Provisions of the Agreement. The City and the GHHWA acknowledge that:

A. The programs authorized and/or funded by this Agreement are municipal, educational and community purposes, designed to foster historic preservation and economic vitality development in the historic waterfront district.

~~B. This agreement is intended to provide to GHHWA "in-kind" lease of office and conference space in the Visitor Information Center at 3125 Judson Street until termination of this agreement.~~

BC. Any funding provided by the City under this Agreement will be derived from the City's General Fund, ~~and, except as noted in Section 4B of this agreement, not from lodging tax dollars.~~

3. Organization and Responsibilities of GHHWA. GHHWA shall organize a thriving association of stakeholders, as defined in GHHWA Bylaws with an interest in preservation and economic stability of the Gig Harbor historic waterfront district. In furtherance of the City of Gig Harbor's economic development, GHHWA shall implement the following:

A. Become a member of the Washington State Main Street Tier System;

- B. Facilitate the retention and reinvestment of tax monies within the local community by making available a mechanism for local businesses to obtain Washington State B&O Tax credits available through the Washington State Main Street program;
- C. Provide access to Washington State ~~CTED~~ staff resources (if any) and grant opportunities afforded by the Main Street program;
- D. Create a funding plan for the GHHWA to obtain funding from various sources other than the City to establish and maintain a viable organization and to implement all of the activities contained in this document;
- E. Demonstrate local support by obtaining significant funding from community sources including individuals, businesses, and organizations;
- F. Manage, promote and conduct at least three events in the historic waterfront district which will attract members of the public to the historic waterfront district, thereby stimulating economic vitality;
- G. Develop and coordinate marketing efforts with the City in keeping with the existing brand and theme of the City of Gig Harbor; Use the City of Gig Harbor logo on promotional materials for at least three and up to five events developed by the GHHWA in this year to show the City's sponsorship support.
- H. Maintain a communications strategy for informing GHHWA's membership about GHHWA's activities and priorities;
- I. Produce at least a quarterly newsletter for the membership;
- J. Maintain a webpage with a link to City's marketing website, gigharborguide.com, using a separate domain name for GHHWA;
- K. Hold at least quarterly meetings for waterfront district stakeholders to promote improved business vitality as a whole, which could include;
 - 1. Enhanced economic pull through from City sponsored events
 - 2. Historic preservation
 - 3. City code and design standards
 - 4. Window display design
 - 5. Business marketing
 - 6. Parking
 - 7. Business Management

L. Work with City leaders and staff, business and property owners to enhance the attractiveness and maintain the historic character of the historic waterfront business district, in keeping with city codes and design standards.

M. Develop data and trend information useful in development of long term solutions to economic and business issues in the historic waterfront area. Use this information to assist City leaders and staff in preservation and development topics for the historic waterfront area in Gig Harbor, such as:

- 1) Produce retail market position analysis of the historic waterfront district;
- 2) Maintain a business inventory of the historic waterfront district;
- 3) Provide data and a summary report from a parking turnover analysis of the historic waterfront district;

N. Work with the City Historic Preservation Coordinator to define grant opportunities and other opportunities for each party to pursue in furtherance of their mutual goals (the City maintains discretion over the types of grants it chooses to pursue);

O. Meet at least twice a year with the City's Historic Preservation Coordinator to discuss grant opportunities.

P. Submit quarterly progress reports due on or before the last day of March, June, September, and December 2011 to the City regarding activities conducted by GHHWA and proposed activities for the remainder of the term of the contract.

Q. Provide a royalty-free, fully paid license to the City for use of any logo or information provided by GHHWA. The use of the GHHWA logo requires approval of GHHWA, whose approval shall not be unreasonably withheld.

R. If an opening in the Washington State Main StreetTM Tiered program becomes available during the term of this contract, GHHWA will submit an application for full Main Street member status.

S. Provide a fully paid annual GHHWA membership to the City of Gig Harbor.

T. Provide as requested qualified members for City sponsored ad hoc committees.

4. City's Responsibilities.

A. Funding to GHHWA for Services Described in this Agreement: The City will pay \$35,000, in four installments due February 15, 2011, April 1, 2011, July 1, 2011, and October 1, 2011 of \$8,750. Payment will be made within 30 days of receipt of an invoice and progress reports from GHHWA. The progress report for the February 15, 2011 payment is based on the December 31, 2010 report.

~~B. "In-kind services." In-Kind services include rent and utilities at the Visitor Information Center at 3125 Judson Street Gig Harbor, WA 98335 with 24 hours/day access including utilities, use of restroom facilities, access to the conference room on a sign up basis and building security and to assist GHHWA secure Internet access to the rented room. The in-kind contribution does not include telephone or Internet services. The annualized amount of the in-kind contribution is \$6,000. Additionally, there is a \$3,000 in-kind value for promotional services provided by the City's Marketing Department in support of GHHWA activities. No part of the in-kind services funds can be carried past December 31, 2010, and if not utilized are forfeited.~~

BC. Provide a royalty-free, fully paid license to GHHWA for use of any logo or information provided by the City. The use of the City logo requires approval of the City, whose approval shall not be unreasonably withheld.

CD. Provide a link on the City's website gigharborguide.com.

5. Duration of Contract. This Contract will commence on the date it is signed by the duly authorized representatives of both parties, and shall terminate on December 31, 2011, unless sooner terminated as provided herein.

6. Independent Contractor. The parties intend that an independent contractor-client relationship will be created by this Agreement. No agent, employee, representative or sub-consultant of the GHHWA shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the GHHWA is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the GHHWA. The GHHWA will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the

performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the GHHWA performs hereunder.

7. Indemnification and Defense. The GHHWA shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection of the reports described herein, or the City's execution of this Agreement (requiring the GHHWA to provide certain services) shall not be grounds to avoid any of these covenants of indemnification.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the GHHWA and the City, its officers, officials, employees, agents and volunteers, the GHHWA's liability hereunder shall be only to the extent of the GHHWA's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE GHHWA'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 GHHWA'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE GHHWA'S EMPLOYEES DIRECTLY AGAINST THE GHHWA.

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

8. Insurance.

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

B. Before execution of this Agreement, and on the anniversary date of the execution of this Agreement, the GHHWA shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

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

completed operations, property damage, and employers liability,
and

C. All policies and coverage's shall be on an occurrence made basis.

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

E. The City of Gig Harbor shall be named as an additional insured on the GHHWA'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 Agency's insurance policies.

F. Under this agreement, the GHHWA'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 GHHWA's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

G. The GHHWA 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 Agency's coverage.

9. City's Right of Inspection, GHHWA's Responsibility to Comply with Law.

Even though the GHHWA is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the performance of services must meet the general approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The GHHWA 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 GHHWA's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

10. Record Keeping and Reporting.

A. The GHHWA shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended for the activities described

herein and claimed as reimbursement along with any other such records as may be deemed necessary to the City to ensure proper accounting for all funds contributed by the City for the performance of this Agreement and compliance with this Agreement. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the City.

B. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit during the performance of this Contract by the City. The City shall have the right to an annual audit of the GHHWA's financial statements and condition.

11. Termination.

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

B. Except in the situation where this Agreement has been terminated for public convenience, the GHHWA shall be liable to the City for any additional payments made by the City for which no services were rendered.

C. If the GHHWA's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement.

12. Discrimination Prohibited. The GHHWA shall not discriminate against any employee, applicant for employment, or any person seeking the services of the GHHWA to be provided under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, sexual orientation, marital status or presence of any sensory, mental or physical handicap.

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

14. Notices. Notices required by terms of this Agreement shall be sent to the other party at the following addresses, unless otherwise requested, in writing, by one of the parties hereto:

TO THE CITY:
Attn: City Administrator
City of Gig Harbor
3510 Grandview Street
Gig Harbor WA 98335

TO THE GHHWA:
Attn: Executive Director
Gig Harbor Historic Waterfront Association
PO Box 771
Gig Harbor, WA 98335

15. Applicable Law, Venue, Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in Pierce County, Washington or the U.S. District Court, Western District. The prevailing party in any such action shall be entitled to its reasonable attorney's fees and costs of suit.

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

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

18. Agreement Not Enforceable by Third Parties. This Agreement is neither expressly nor impliedly intended for the benefit of any third party and is neither expressly nor impliedly enforceable by any third party.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY OF GIG HARBOR

**GIG HARBOR HISTORIC
WATERFRONT ASSOCIATION**

Charles L. Hunter, Mayor

Attest:

Molly Towslee, City Clerk

Approved as to form:

Angela Belbeck, City Attorney



Subject: Skansie Brothers site National Register Application contract for services.

Proposed Council Action: Approve and authorize the Mayor to execute a contract for services from Artifacts Consulting, Inc. to apply for National Register listing of Skansie Brothers site.

Dept. Origin: Administration
Prepared by: Lita Dawn Stanton
Special Projects
For Agenda of: January 24, 2011
Exhibits: Contract and Exhibits

	Initial & Date
Concurred by Mayor:	<u>CLH 1/18/11</u>
Approved by City Administrator:	<u>POK</u>
Approved as to form by City Atty:	<u>ok by email</u>
Approved by Finance Director:	_____
Approved by Department Head:	_____

Expenditure	Amount	Appropriation
Required \$ 2,500.00	Budgeted \$ 2,500.00	Required \$ -0-

INFORMATION / BACKGROUND

In 2010, the City applied for and received a pass-through CLG grant from the Department of Archaeology and Historic Preservation (DAHP) to fund a National Register Nomination application for the Skansie Brothers site. That work includes development of the nomination, edits, coordination with the Washington State Preservation Officer (SHPO) and final submittal to the National Park Service (NPS). The National Register of Historic Places is the official list of the Nation's historic places worthy of preservation. Authorized by the National Historic Preservation Act of 1966, the National Park Service's National Register of Historic Places is part of a national program to coordinate and support public and private efforts to identify, evaluate, and protect America's historic and archeological resources. Artifacts Consulting will complete their work (see attached scope) by July 29, 2011.

FISCAL CONSIDERATION

This is a no-match, reimbursable grant from DAHP.

BOARD OR COMMITTEE RECOMMENDATION

The Design Review Board, Parks Commission and City Council recommended that Skansie Brothers Park be registered in order to maximize funding opportunities that will help preserve and maintain the site.

RECOMMENDATION / MOTION

Move to: Approve and authorize the contract with Artifacts Consulting, Inc., to complete the National Register Nomination application for Skansie Brothers site in an amount not to exceed \$2,500.00.

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

Artifacts Consulting, Inc.

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and **Artifacts Consulting Inc.**, a corporation organized under the laws of the state of Washington (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in an **application for National Register status for the Skansie Brothers Site** and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed **two thousand five hundred dollars and no cents (\$2,500.00)** for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 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 **July 29, 2011**; provided however, that additional time shall be granted by the City for excusable days or extra work.

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

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

7. **Indemnification.**

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

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

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

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

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

8. **Insurance.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT: Artifacts Consulting, Inc
ATTN: Michael Sullivan
201 N Yakima Avenue
Tacoma, WA 98403
(253) 572-4599

City of Gig Harbor
ATTN: Lita Dawn Stanton
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

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

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

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

CONSULTANT

CITY OF GIG HARBOR

By: 
Its: _____

By: _____
Mayor Charles L. Hunter

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

14 January 2011

City of Gig Harbor
Attn: Lita Dawn Stanton
3510 Grandview Street
Gig Harbor, WA 98335

Re: Proposal Skansie Site Nomination and Policy Guidance

Dear Ms. Stanton,

Artifacts Consulting, Inc. is pleased to submit for your consideration the following proposal to complete a National Register of Historic Places nomination and provide policy guidance for the Skansie Site, Gig Harbor, WA. The basis for the following hours builds off previous work completed in the form of an existing Historic Property Inventory form, Historic American Engineering Record documentation, and a Historic Structures Report. We also understand total available project funds amount to \$2,500. Artifacts propose a total not to exceed fee of 56 hours of which we would donate 31 hours and bill for 25 hours or **\$2,500**. All hours billed at \$100 per hour. Our hourly rate includes all reimbursable expenses such as copies and mileage. Artifacts would commence immediately upon notice to proceed on the following tasks.

We propose assembling the nomination data first in a Washington State Department of Archaeology and Historic Preservation (DAHP) Historic Property Inventory (HPI) form to submit to the State Architectural Historian for a determination of eligibility (DOE). This DOE will inform subsequent steps relative to policy guidance. Artifacts would provide representation at the **June 22-23 Seattle Governor's Advisory Council on Historic Preservation (ACHP)** meeting. Artifacts would convert the NRHP nomination data to the Local Register form.

National Register of Historic Places Nomination Preparation 40 hours

Undertake archival research, review of previous documents and preparation of updates to the HPI form for obtaining a DOE from DAHP. Write, edit and layout text in the form, digitally photograph and print and label archival photographs. Work with DAHP on review and edits.

Policy Guidance and Agency Meetings 16 hours

Provide policy assistance relative to permitting and environmental issues relating to the netshed. Consult with agency stakeholders, attend the ACHP meeting, and work with the National Park Service on any edits.

Project deliverables to include the NRHP nomination form, HPI form updates, and policy guidance as needed.

We are excited at the prospect on assisting with such a remarkable maritime resource. Should you have any questions or concerns, please don't hesitate to contact Michael at 253.572.4599 x101 or MichaelSullivan@artifacts-inc.com.

Sincerely,



Spencer Howard
Partner
/SJH

EXHIBIT B

Estimated Project Hours and Rates:

TASKS	TOTAL HOURS	RATES
Archival research Review previous documents Prepare updates to the HPI form Obtain DOE from DAHP Write, edit and layout text form and photos Work with DAHP to review and edit prior to submission Work with NPS (edits) Submit NRHP application	40	
Policy Guidance and Agency Meetings	16	
Total hrs @\$100		25
Total hrs @ n/c		31

Total Fee.....\$2,500.00



Subject: Gig Harbor BoatShop (GHB)
Tenant Improvement at Eddon Boat.

Proposed Council Action: Authorize the Mayor to approve the proposed Tenant Improvements to design, engineer and install piling for the Marine Railway at Eddon Boat.

Dept. Origin: Administration
Prepared by: Lita Dawn Stanton *LD*
Special Projects
For Agenda of: January 24, 2011
Exhibits: Agreement and Exhibits

	Initial & Date
Concurred by Mayor:	<u>CLH - 1/20/10</u>
Approved by City Administrator:	<u>ADK</u>
Approved as to form by City Atty:	<u>okay by e-mail</u>
Approved by Finance Director:	<u>n/a</u>
Approved by Department Head:	<u> </u>

Expenditure		Amount		Appropriation
Required	\$ n/a	Budgeted	\$ n/a	Required
				\$ n/a

INFORMATION / BACKGROUND

The City acquired the Eddon Boat Park property in 2004. After the Eddon Boat Building was restored through a Heritage Grant, it was leased to the Gig Harbor BoatShop in 2007 for the purpose of carrying on the boat building's traditional use. GHB committed to a minimum of 450 hours of programming in the first year and a minimum of 900 hours per year in subsequent years for the following activities:

- Boat building, repair, and restoration workshops and apprenticeship programs,
- Maritime skills programs (e.g. navigation, power vessel handling, marine photography)
- Public presentations (e.g. skills demonstrations)
- Craft-on-the-water skills and field trip programs
- Vessel documentation projects
- School outreach programs (e.g. tours, apprentice-for-a-day)
- Year round interpretive signs and displays
- Observation area(s) where the public can view boat building and educational activities
- Retail sales of items related to maritime heritage activities

In return for GHB's services for public access and enjoyment, GHB entered into a lease to occupy the building for 20 years at one dollar per year ending June 30, 2027. A Phase II Heritage Grant from the Washington State Historical Society was used to reconstruct the Pier, Ramp and Float and that work was completed in November 2010. The final Phase is to reconstruct the Marine Railways for water access. Under the terms of Section 20 of the 2007 Lease Agreement, GHB was given the opportunity to submit plans and specifications for improvements. That request is attached. All work will conform to the specifications identified on the permits, regulatory documents and MOA identified in the Exhibits (on file with the City Clerk).

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

The Operations Committee reviewed and approved of the proposed Tenant Improvements proposal as written on January 20, 2011.

RECOMMENDATION / MOTION

Move to: Approve and authorize the Gig Harbor BoatShop Tenant Improvement proposal to design, engineer and install piling for marine railways at Eddon Boat.



Gig Harbor BoatShop

Preserving the Working Waterfront

PO Box 1187
Gig Harbor, WA
98335
Tel 253-241-7432

January 11, 2011

Mayor Chuck Hunter
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Dear Mayor:

This letter is to introduce our proposal to begin the work to reconstruct the Marine Rail Ways at Eddon Boat.

Section 20. of GHB's 2007 Lease agreement states, "At the time the Lessee submits the proposed plans and specifications, the Lessee will declare if the Lessee intends for the improvements to remain at the Premises at the conclusion of the Lease." Further, "the improvements shall remain at the Premises at no removal expense to the Lessee." A proposal for this work and an inspection schedule are attached.

The Gig Harbor BoatShop intends that these improvements remain at the premises and become part of Eddon Boat and City property at the conclusion of the Lease.

Sincerely,

John McMillan
Treasurer

Board Members
President
Guy Hoppen

Treasurer
John McMillan
Erik Carlson
Gene Pearson
John Bare
Vern Scott
Jaime Storkman
Matt Meacham



Gig Harbor BoatShop

Preserving the Working Waterfront

TO: Mayor Chuck Hunter
FROM: Gig Harbor BoatShop – John McMillan
RE: 2011 Tenant Improvements Request at Eddon Boat Building Site
DATE: January 5, 2011



Project Description

Design and construct **two (one interior and one exterior) 70-ton marine rail ways** at the Eddon Boat Building site located at 3805 Harborview Drive. This phase of the project consists of the installation of steel piling (not to exceed a total of 68) that will replace those removed as part of the 2008 Eddon Boat clean-up project. This work is already permitted and detailed in the Eddon Boat Reconstruction Plans Memorandum of Agreement (MOA) attached and approved by the Washington State Department of Archaeology and Historic Preservation (DAHP), Department of Ecology (DOE), and the U.S. Army Corps of Engineers.

Proposed Work and Timeline

Gig Harbor Boat Shop (GHB) will develop plans, secure funding and complete the work prior to the March 14, 2011, "fish window" deadline and the March 20, 2011 U.S. Army Corps of Engineers permit deadline. The project will include driving replacement piling within the same footprint per the MOA.

If any work on the project is expected to extend beyond the March 20, 2011 deadline, the City will be asked to initiate an Army Corp permit extension request by January 31, 2011.

Prior to beginning work, GHB will provide the City with engineered drawings that conform to specifications defined in the MOA. This includes consistency with all permitting conditions per agency documents referenced below. The following list of documents have been provided to GHB in order to finalize project construction plans and GHB will abide by all applicable provisions of the following:

- Eddon Boat Pier Reconstruction Plans
- Pile Driving Logs from the Eddon Boat Pier Reconstruction Project (Pile Logs)
- Washington Dept of Fish & Wildlife Hydraulic Project Approval (HPA) Issued June 05, 2009
- Mitigated Determination of Non-significance (MDNS) W.A.C. 197-11-970
- Department of the Army Permit No. NWS-2007-785-SO (Corps Permit) (See sheets #4-6 for proposed rail system details)
- Shoreline Substantial Development Permit File No. SDP 07-0008 (Shoreline Permit)
- US Army Corp and Dept of Archeology Memorandum of Agreement (MOA dated March 14, 2008)
- Order #5228 / Corps Reference No. NWS-2007-785-NO

Inspection Schedule

Once the work is approved by the City, GHB will provide the City with an Inspection Schedule and regular inspections by a qualified inspector will be coordinated with and by the GHB Project Manager, the pile driving contractor, and the City of Gig Harbor.

Future Use

GHB will continue its efforts to raise funds in order to finance the re-construction of the railway systems. GHB will acquire permits necessary to fulfill all environmental and agency requirements. Re-construction of the Marine Rail Ways will provide access for waterside programming, education and restoration projects.



Subject: Skansie House Basement Lease –
Gig Harbor Canoe and Kayak Racing Team

Proposed Council Action:

Authorize the Mayor to execute the attached Agreement.

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: January 24, 2011

Exhibits: Agreement

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: DJK

Approved as to form by City Atty: AB Via email

Approved by Finance Director: _____

Approved by Department Head: _____

Expenditure		Amount		Appropriation	
Required	\$0	Budgeted	N/A	Required	\$0

INFORMATION / BACKGROUND

Attached is the draft agreement for the Gig Harbor Canoe & Kayak Racing Team to store equipment in the basement of the Skansie House. The term is for one year with the ability for either party to terminate with 30-days notice at any time. In return, the Team will do litter pickup at the park and tideland once per quarter.

FISCAL CONSIDERATION

Consideration in lieu of rent is litter pickup at the park and tideland once per quarter. The Team will pay the leasehold excise tax amount due.

BOARD OR COMMITTEE RECOMMENDATION

This agreement was discussed at the January 20, 2011 Operations Committee.

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to execute the attached Agreement.

STORAGE RENTAL AGREEMENT

THIS STORAGE RENTAL AGREEMENT, is hereby entered into by and between the CITY OF GIG HARBOR, a Washington municipal corporation ("City") and GIG HARBOR CANOE AND KAYAK RACING TEAM, a Washington _____ corporation (hereinafter referred to as "Tenant").

WHEREAS, the City owns the Skansie House at Skansie Brothers Park located at 3207 Harborview Drive, Gig Harbor, Washington 98335 (the "Skansie House"); and

WHEREAS, Tenant desires to rent a portion of the basement of the Skansie House (the "Storage Space") for purposes of storing Tenant's miscellaneous gear; and

WHEREAS, Tenant desires to provide benefits to the City in order to offset the cost of the Storage Space; and

WHEREAS, the City is willing to rent the Storage Space provided Tenant provide adequate consideration as set forth below;

NOW, THEREFORE, for and in consideration of the mutual promises herein, the parties agree as follows:

1. Rent and other consideration.

1.1 Services to be Provided in Lieu of Rental Payment. The City agrees to allow the Tenant to use the Storage Space identified above for the purposes set forth in this Agreement. As consideration for this Agreement, the Tenant agrees to provide the following service: once per calendar year quarter, a team of at least ten people will spend three hours cleaning up trash along the Gig Harbor shore at low tide, to include the area around Skansie Park and the docks. Trash shall be disposed of in the city dumpster or disposed of by City crews. Because Tenant is not acting in a volunteer capacity, Tenant acknowledges that in the performance of the work, the Tenant has the ability to control and direct the performance and details of the work. 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 Tenant, its employees, members or volunteers. The Tenant will be solely and entirely responsible for its acts and for the acts of its employees, members and volunteers while performing the services in consideration of use of the Storage Space.

1.2 Leasehold Excise Taxes. Tenant shall, pursuant to chapter 82.29A RCW, remit to the City Leasehold excise tax payments in the amount of Six Dollars and 42/100's (\$6.42) per month, based on fair market rental at the rate of Fifty Dollars (\$50.00) per month. Leasehold excise tax payments must be paid to the City in advance on or before the first day of each month at the following address: Finance

Director, City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335, or such other address as City may designate from time to time in writing.

2. Term. This Agreement shall commence on January 26, 2011, for a term of one year unless terminated as provided herein. Either party may terminate this Agreement on thirty days written notice with or without cause. If Tenant remains in possession of all or any part of the Storage Space after the expiration of the term hereof, or following any other termination hereof, with or without the express or implied consent of the City, such tenancy shall be from month to month only, and not a renewal hereof or an extension for any further term, and in such case, rent and other monetary sums due shall be payable in the amount and at the time specified in this Agreement, and such month to month tenancy shall be subject to every other term, covenant and agreement contained herein.

3. Condition of Storage Space. Tenant shall accept the Storage Space in the condition existing as of the commencement of this Agreement. Except as set forth in Section 7 below, the City makes no representation, express or implied, as to any aspect of the land, building, improvements, environmental condition, or any other aspects of the Storage Space.

4. Use. The Storage Space shall be available for the exclusive use of the Tenant solely for the purpose of storing Tenant's miscellaneous gear such as folding chairs, coolers, boat hardware. Tenant acknowledges it shall not use the Storage Space for any other purpose such as, without limitation, performing repairs or using for meeting space. Tenant also acknowledges that the City, with seven days written notice, may require the tenant to remove its items from the basement when the City is having maintenance and improvements performed on the house (examples include structural reinforcement, electrical repair or upgrades, etc.).

5. Hazardous Substances. Tenant shall not cause or permit the release, discharge, or disposal nor the presence, use, or storage of any Hazardous Material in, on, under, or about the Storage Space. "Hazardous Materials" shall mean: (1) any "hazardous waste" and/or "hazardous substance" defined pursuant to any and all federal, state and local laws, statutes, codes, ordinances, regulations, rules or other requirements, relating to human health or safety or to the environment ("Environmental Laws"); (2) asbestos or any substance containing asbestos; (3) polychlorinated biphenyls; (4) lead; (5) radon; (6) pesticides; (7) petroleum or any other substance containing hydrocarbons; and (8) any other substance, material, or waste which (i) by any Environmental Law requires special handling or notification of any governmental authority in its collection, storage, treatment, or disposal or (ii) is defined or classified as hazardous, dangerous or toxic pursuant to any legal requirements.

6. Alterations. The Tenant shall not make any alterations, additions, or improvements to the Storage Space without the prior written consent of the City.

7. Property Damage/Loss. Tenant acknowledges the City is not responsible for and assumes no liability for lost, stolen or damaged property stored in the Storage Space. Tenant acknowledges the City has informed it that the Storage Space is not watertight and has experienced flooding on several occasions.

8. Indemnification. Tenant acknowledges on behalf of itself, its members, employees and invitees that Tenant assumes the risk of use of the Storage Space. Tenant shall indemnify, defend and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, in any way arising out of or resulting from Tenant's use of the Storage Space, or otherwise related to this Agreement, except for injuries and damages caused by the sole negligence of the City. It is further specifically and expressly understood that the indemnification provided herein constitutes the Tenant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties.

9. Assignment and Subletting. Tenant shall not assign or sublet, or otherwise transfer or encumber all or any part of Tenant's interest in this Agreement or in the Storage Space without City's prior written consent, which consent shall be subject to City's sole discretion.

10. Default; Remedies.

10.1 Default. The occurrence of any of the following shall constitute a material default and breach of this Agreement by Tenant:

10.1.1 Any failure by Tenant to perform the services required under this Agreement or pay the Rent or any other monetary sums required to be paid on the date such payment is due;

10.1.2 The abandonment or vacation of the Storage Space by Tenant;

10.1.3 A failure by Tenant to observe and timely perform any other provision of this Agreement to be observed or performed by Tenant, where such failure continues for ten (10) days after such act or omission; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within said ten (10) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion.

10.2 Remedies. In the event of any such default or breach by Tenant, the City may at any time thereafter without notice, without limiting the City in the exercise of any right or remedy at law or in equity which City may have by reason of such default or breach, terminate Tenant's right to possession by any lawful means, in which case this Agreement shall terminate and Tenant shall immediately surrender possession of the Storage Space to the City. In such event the City shall be entitled to recover from Tenant all damages incurred by the City by reason of Tenant's default.

11. Governing Law, Jurisdiction and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. The parties agree to submit themselves to venue and jurisdiction in the appropriate court in Pierce County, Washington.

12. Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

13. Waiver. No covenant, term or condition of this Agreement or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition.

14. Notices. All notices or demands of any kind required or desired to be given by City or Tenant shall be in writing and deemed delivered upon actual delivery or forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid, and shall be addressed:

If to City at:

City of Gig Harbor
Attn: _____
3510 Grandview Street
Gig Harbor, WA 98335
(253) _____

If to Tenant at:

Gig Harbor Canoe and Kayak
Racing Team

Gig Harbor, WA 98335
(253) _____

or at such other address as the parties may designate by written notice to the other.

15. Entire Agreement. This Agreement constitutes the entire agreement between the City and Tenant relative to the Storage Space. This Agreement may be amended only by a written instrument signed by the City and Tenant. The City and Tenant agree hereby that all prior oral agreements relating to this agreement are merged in or revoked by this Agreement.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year written below.

CITY OF GIG HARBOR

GIG HARBOR CANOE AND
RACING TEAM

Mayor Charles L. Hunter
Date: _____

By: _____
Its: _____
Date: _____

APPROVED AS TO FORM:
Office of the City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

DATED: _____

Printed: _____
NOTARY PUBLIC in and for Washington
Residing at: _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that CHARLES L. HUNTER is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the CITY OF GIG HARBOR, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
NOTARY PUBLIC in and for Washington
Residing at: _____
My appointment expires: _____



Subject: Maritime Pier and Parking Lot Project located at 3003 Harborview Drive (aka Old Stutz Fuel site)

Proposed Council Action: Authorize the Mayor to direct staff to finalize conceptual designs of a Maritime Pier within the footprint of the existing pier in order to maximize permitting allowances and expedite approval of the 2011 Parking Lot Project.

Dept. Origin: Public Works/Engineering

Prepared by: Marcos McGraw
Project Engineer

For Agenda of: January 24, 2011

Exhibits:

	Initial & Date
Concurred by Mayor:	_____
Approved by City Administrator:	<u>PKK</u>
Approved as to form by City Atty:	<u>n/a</u>
Approved by Finance Director:	<u>CDR 1.14.11</u>
Approved by Department Head:	_____

Expenditure Required	see Fiscal Consideration below	Amount Budgeted	\$288,000.00	Appropriation Required	\$0
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INFORMATION / BACKGROUND

In 2010, the City purchased property at 3003 Harborview Drive (aka Old Stutz site) for the purpose of constructing a Public Parking Lot and Maritime Pier. Funding for the Parking Lot was approved. A consultant was retained to design, engineer and permit the proposed work. Shoreline Regulations require a comprehensive design that includes future waterside plans (in this case, a Maritime Pier). On December 1, 2010, a stakeholders group made up of City staff, adjacent property owners, Councilman Malich, an engineering consultant and a representative from the Gig Harbor Commercial Fishermen's Club met to discuss design options, feasibility considerations and permitting strategies. As a result of that meeting, an informal agency-to-agency conference was scheduled to investigate the likelihood of permitting the **drive-aboard float** based on the conceptual design presented to Council on December 13, 2010. Further, the feasibility of reusing the approved permit package on file for the 2008 Madison Shores Marina development would be discussed. The following individuals participated in an Inter-Agency Project Review held in Seattle on January 12, 2011:

CITY REPS Mayor Chuck Hunter
Steve Misiurak – City Engineer
Marcos McGraw – Project Engineer
Lita Dawn Stanton – Project Support
Larry Lindell, Engineering Consultant for the City of Gig Harbor

COMMUNITY REP Gregg Lovrovich – Commercial Fishermen's Club President
(stakeholder representative approved at December 1st meeting)

AGENCY REPS Pamela Sanguinetti – US Army Corps of Engineers / Seattle
Wynnae Wright – Dept of Natural Resources (+1 DNR rep)
Chris Waldbillig – Wa State Fish & Wildlife (WDFW)

Dave Molenaar, National Oceanic and Atmospheric Administration (NOAA), was unable to attend but submitted written comments on behalf of the National Marine Fisheries Service (NMFS) dated January 12:

As you're aware, listed Puget Sound Chinook salmon and Puget Sound steelhead are found within Gig Harbor, including critical habitat for PS Chinook salmon and EFH. Construction of a new pier with the dimensions noted in the Corps notice would negatively effect listed species, critical habitat and EFH. A proposal of this sort would likely result in a adverse effect, if not modification to critical habitat and would be a critical effect to EFH. To avoid such effects, I would recommend the Corps work with the City of Gig Harbor, look to alternative sites that already have existing piers, or float systems able to accommodate the needs of the fishing fleet.

DNR commented on the benefits of the project for Gig Harbor's local fleet and the general community. WDFW identified adverse impacts of a large float during low tides. The draft (hull depth) of vessels could scour the harbor floor and critical habitat. Other considerations included:

1. Overwater coverage appears to exceed light penetration allowances.
2. Proposed float concept will require full Army Corp review – min 18 months to 2 years.
3. Proposed float concept will likely require Biological Opinion (BO) – min 2 years.
4. The final BO may not recommend approval.
5. The Madison Shores Marina (MSM) plan permits will not adequately meet Maritime Pier objectives. The permitted MSM dock is 6-ft x 48-ft. A 14-ft x 100-ft pier is needed to accommodate drive-aboard access. Per the Corp, design alterations of this magnitude are expected to trigger "new permit" status.

As a result, the discussion moved to maintenance of the existing derelict pier. The Army Corp indicated that the maintenance approach would not require a full review and could be approved under a "maintenance exemption". We were advised that, at any time, a future expansion proposal can be resubmitted under a new permit. However, a "maintenance" strategy would allow the Parking Project to proceed as scheduled and maximize current permitting allowances.

Staff recommends that the existing 100-ft pier and piling be replaced with environmentally approved steel piling. Unloading / Loading access and increased width of the pier will be proposed by reference (historic size, width and piling configuration). The Parking Lot construction will be completed in 2011 with construction of the Maritime Pier to follow when funding becomes available.

On January 13, 2011, the City facilitated a stakeholders meeting to report on the Inter-Agency meeting. Lovrovich reported that the Commercial Fishermen's Club voted approval of maintaining the existing pier with the addition of a ramp and small landing float. All stakeholders present were in favor of Staff's recommendations.

FISCAL CONSIDERATION

Construction of the Parking Lot is identified in the 2011 Budget. The Gig Harbor Commercial Fishermen's Club has formally voted on contributing \$50,000 for the construction of a Maritime Pier.

BOARD OR COMMITTEE RECOMMENDATION

Operations Committee met on January 20, 2011 and reviewed/approved of staff's recommendation.

RECOMMENDATION / MOTION

Move to: Approve and authorize the Mayor to direct staff to proceed with the design, engineering and permitting of the Parking Lot Project that includes a conceptual Maritime Pier design as "maintenance" of the existing pier.



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100'





















































Subject: Proposed "72nd Street"
Annexation (ANX 10-0002)

Proposed Council Action:

A Resolution to proceed with the Notice of Intention to annex the area described in Exhibit A and graphically depicted in Exhibit B, subject to Boundary Review Board approval.

Dept. Origin: Planning Department

Prepared by: Tom Dolan *TD*
Planning Director

For Agenda of: January 24, 2011

A. Exhibits: Legal Description, Annexation Boundary map, Notice of Intent, Annexation Process Outline, Department Comments

Initial & Date

Concurred by Mayor: CLH 1/19/11
Approved by City Administrator: JK
Approved as to form by City Atty: Via e-mail
Approved by Finance Director: _____
Approved by Department Head: TD 1/19/11

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

The City has received a Notice of Intention to Commence Annexation Proceedings for the 72nd Street Annexation. The proposed annexation consists of approximately 5 acres located north of 72nd Street NW and east of the Norwegian Woods subdivision, contiguous to city limits, and within the City's Urban Growth Area (UGA).

The Council met with the initiating parties on September 27, 2010 and October 11, 2010 and:

1. Accepted the geographic area as proposed for consideration of annexation;
2. Required simultaneous adoption of the zoning for the proposed area in substantial compliance with the proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 98;
3. Required assumption of all or any portion of indebtedness by the area to be annexed.

With these conditions established at the public meeting, the City Council authorized the circulation of a formal petition in the proposed annexation area. The City received the complete petition on November 10, 2010. Following full documentation of the required representation of sixty percent (60%) of the assessed value of the area, Pierce County Boundary Review Board provided a certification of sufficiency from the Assessor-Treasurer's office on December 29, 2010. Following public hearing and an appeal period under the

jurisdiction of the BRB, the City Council can adopt an ordinance – on first reading - enacting this annexation.

In addition to a review by Pierce County's Boundary Review authorities, the NOI was previously distributed to the Chief of Police, Manager of Operations, City Engineer, Building Official/Fire Marshal, Finance Director, and Pierce County Fire District #5 for review and comment. No objections to the proposed annexation were received.

STAFF ANALYSIS

The Boundary Review Board is guided by RCW 36.93.180 in reviewing proposed annexations and is directed towards State objectives. These objectives, listed below, are also worthy of consideration by the Council in determining the appropriateness of this annexation, especially in light of the possible appeal of an approved annexation. Staff has reviewed the applicable objectives and believes the proposed annexation is consistent with their intent.

Objectives of boundary review board. (RCW 36.93.180)

The decisions of the boundary review board shall attempt to achieve the following objectives:

- (1) Preservation of natural neighborhoods and communities;
- (2) Use of physical boundaries, including but not limited to bodies of water, highways, and land contours;
- (3) Creation and preservation of logical service areas;
- (4) Prevention of abnormally irregular boundaries;
- (5) Discouragement of multiple incorporations of small cities and encouragement of incorporation of cities in excess of ten thousand population in heavily populated urban areas;
- (6) Dissolution of inactive special purpose districts;
- (7) Adjustment of impractical boundaries;
- (8) Incorporation as cities or towns or annexation to cities or towns of unincorporated areas which are urban in character; and
- (9) Protection of agricultural and rural lands which are designated for long-term productive agricultural and resource use by a comprehensive plan adopted by the county legislative authority.

Additional Considerations

The pre-annexation zoning established for the properties is "R-1". The applicants have indicated that if the annexation is approved, a subdivision of the property hereunder consideration (as well as additional property to the east that is already within the City limits) will be submitted.

The annexation proponents have indicated that the property in question will be subdivided into 19 single family lots. The construction of 19 homes will generate approximately \$432,630 in impact and connection fees. In addition, building permit fees will be approximately \$3,700/house (assuming 2,000 s.f. homes). The City will receive between \$6,000 and \$7,000 per year in property taxes – assuming full build out of the 19 houses. In addition, the City will receive additional revenues from utility taxes associated with the proposed new homes. The Police Department has indicated that no additional resources are required as a result of the annexation. Comments concerning the proposed annexation from the Building and Fire Safety Director (Exhibit C), City Engineer (Exhibit D) and WWTP Supervisor (Exhibit E) are attached.

BOARD OR COMMITTEE RECOMMENDATION

None

RECOMMENDATION / MOTION

Move to:

Adopt Resolution No. _____, proceeding with the Notice of Intention to annex the area described in Exhibit A and graphically depicted in Exhibit B, subject to conditions attached to the Notice of Intent and subject to Boundary Review Board approval.

NOTE ATTACHED EXHIBITS:

- A. Attached Legal Description**
- B. Map of Boundaries**
- C. Memo from the Building and Fire Safety Director**
- D. Memo from the City Engineer**
- E. Memo from the WWTP Supervisor**

RESOLUTION NO.

A RESOLUTION OF THE CITY OF GIG HARBOR, RELATING TO ANNEXATION, 1) PROVIDING THE CITY COUNCIL'S ACCEPTANCE OF THE ANNEXATION PETITION FOR APPROXIMATELY 5 ACRES OF PROPERTY LOCATED NORTH OF 72ND STREET NW AND EAST OF THE NORWEGIAN WOODS SUBDIVISION, WITHIN THE CITY'S URBAN GROWTH AREA, LOCATED IN PIERCE COUNTY, 2) DECLARING THE CITY COUNCIL'S INTENT TO ADOPT PROPOSED ZONING REGULATIONS FOR THE ANNEXATION AREA, AND, 3) REFERRING THE PETITION FOR ANNEXATION TO THE PIERCE COUNTY BOUNDARY REVIEW BOARD.

WHEREAS, a Notice of Intent signed by the owners of not less than ten percent (10%) of the proposed 72nd Street annexation area totaling approximately 5 acres was submitted to the City on July 28, 2010; and

WHEREAS the City Council met with the initiators of the petition on September 27 and October 11 and voted (Young/Payne, 4-1-0) to authorize the circulation of the annexation petition subject to certain conditions including: requirement that the property owners assume all of the existing indebtedness of the area being annexed, and simultaneous adoption of pre-annexation zoning of Single Family Residential (R-1); and

WHEREAS, on November 10, 2010, a petition for annexation of the property described and graphically depicted on Exhibit A and Exhibit B representing 100% of the affected property owners was received by the City; and

WHEREAS, on December 29, 2010, the Pierce County office of the Assessor-Treasurer certified the signatures on the petition for annexation of the property described and graphically depicted on Exhibit A and Exhibit B; and

WHEREAS, the property described and graphically depicted on and Exhibit A and Exhibit B is within the Urban Growth Area as established by Pierce County and included in the Comprehensive Plans of both the County and the City of Gig Harbor; and

WHEREAS, the City of Gig Harbor Comprehensive Plan, adopted in November, 2010, established the land use map designation for this area as Residential Low, along with pertinent goals and objectives, to guide the development of the annexation area over the next twenty years; and

WHEREAS, the proposed pre-annexation zoning of Single Family Residential (R-1) applied to the property described and graphically depicted on Exhibit A and Exhibit B is consistent with the City of Gig Harbor Comprehensive Land Use Plan; and

WHEREAS, on January 24, 2011, the City Council, following a public hearing on the annexation petition, voted to declare its intent to authorize and approve the annexation and the proposed pre-annexation zoning of Single Family Residential (R-1), subject to Boundary Review Board approval; now, therefore,

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

Section 1. The Gig Harbor City Council hereby declares its intent to authorize and approve the annexation of approximately 5 acres of property located north of 72nd Street and east of the Norwegian Woods subdivision, adjacent to the existing City limits, located in Pierce County, as described and graphically depicted on Exhibit A and Exhibit B, attached hereto, as part of the City of Gig Harbor, contingent upon compliance with the following conditions:

- A. Pursuant to the terms of the annexation petition, the approximately 5 acres of property depicted on Exhibits A and Exhibit B, shall be assessed and taxed at the same rate and on the same basis as property within the City, including assessments for taxes and payment of any bonds issued or debts contracted prior to or existing as of the date of annexation; and

- B. All property within the area described and graphically depicted on Exhibit A and Exhibit B shall be zoned Single Family Residential (R-1), in accordance with the Gig Harbor Municipal Code, Title 17.

Section 2. The Gig Harbor City Clerk hereby declares the property described and graphically depicted on Exhibit A and Exhibit B, which is the subject of the annexation petition, to be contiguous with the boundaries of the City of Gig Harbor.

Section 3. The City Council hereby authorizes the Mayor to submit all necessary documentation to the Pierce County Boundary Review Board in order to gain approval for the annexation provided in this Resolution. The City Council shall not take any further action on the annexation proposal until such time as the Pierce County Boundary Review Board has completed its review of the Notice of Intent to Annex.

RESOLVED by the City Council this 24th day of January, 2011.

APPROVED:

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____

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

ANNEXATION PROCESS FOR CODE CITIES IN PIERCE COUNTY
Direct Petition Method

RCW 35A.14.120 is the State law that describes the process for the petition method of annexation for code cities. This process is outlined below with the procedural steps for the Boundary Review Board (BRB) (RCW 36.93) inserted where appropriate.

1. The owners of not less than ten percent of the assessed value of the land area shall notify the city council in writing of their intention to commence annexation proceedings.
2. The city council shall set a date not later than 60 days after the request is filed to meet with the initiating parties to determine:
 - whether the code city will accept, reject, or geographically modify the proposed annexation;
 - whether it shall require simultaneous adoption of a proposed zoning code; and
 - whether it shall require the assumption of all or any portion of city indebtedness by the area to be annexed.
3. Prior to meeting with the initiating parties, city staff should send its proposed legal description (from point of beginning around the perimeter and back to point of beginning) and 2 copies of Pierce County Assessor-Treasurer 1/4 section maps indicating the boundaries to the Chief Clerk of the BRB for review. County staff will review proposals to help cities avoid, in part: overlapping boundaries, gaps or islands, split parcels, and use of right-of-way centerlines (which are prohibited unless the other half has already been annexed). County staff will provide city staff with comments about any corrections that may be necessary before city council action. If at the meeting with the initiating parties, the city modifies the boundaries from what were found acceptable by County staff, another County review of the legal description and map is necessary, along with possible corrections by the city council.
4. Corrections to legal descriptions must be adopted by resolution of the city council, not just changed by city staff. If the city council decides to proceed with annexation, that approval and any conditions should be noted in a resolution or in its meeting minutes. City council approval is a requirement prior to circulation of the petition.
5. A petition (following the standards of RCW 35A.01.040) is then circulated containing the following items, exactly as authorized by the city council action:
 - whether the city will require simultaneous adoption of a proposed zoning code;
 - whether the city will require the assumption of all or any portion of city indebtedness by the area to be annexed; and
 - the legal description (as found acceptable by County staff and adopted by the city council) and map of the area to be annexed (these should be photocopied on the back side of each page of the petition).

6. Owners of sixty percent of the assessed value of the proposed annexation area must sign the petition. Signatures must be signed within six months of filing the petition with the city. Within three days of receiving the petition, the city shall transmit the original petition to the Pierce County Assessor-Treasurer for determination of sufficiency (RCW 35A.01.040), together with a copy of the resolution or minutes by which the city council authorized the language and legal description of the petition. The Assessor-Treasurer, who determines sufficiency, must do so with reasonable promptness.
7. Once the petition has been certified as sufficient, the city council fixes a date for public hearing, publishes a hearing notice in a newspaper of general circulation, and posts three notices within the proposed annexation area.
8. The city council holds a public hearing. If it decides to approve the annexation, it will adopt a resolution to proceed with a Notice of Intention to the BRB. If after public comment, the city decides to modify the boundaries of the annexation area described in the petition, the modified legal description must be adopted by city council resolution (County review of the modified legal description and map is necessary, along with any corrections by the city council). If the city council modifies the legal description which is contained on the petition, the petition must still meet the 60% requirement and be re-certified by the Assessor-Treasurer. If after modification of the boundary, the petition no longer meets the 60% requirement, a new petition (with modified legal description and map) and signatures must be obtained, and the petition certified by the Assessor-Treasurer.
9. Within 180 days of adoption of the city council resolution conditionally approving annexation, the Notice of Intention consistent with the action approved by the city council is filed with the Boundary Review Board; requirements of the Notice of Intention are attached. If the Chief Clerk of the BRB determines that the Notice of Intention is incomplete in any respect, no filing date will be assigned until corrections are made or additional materials received. An affected agency or citizens, pursuant to RCW 36.93.100(3), have 45 days to request a public hearing before the BRB. If the 45-day period passes without such a request, the annexation is deemed approved by the Board. If there is a request for hearing, the Board must hold a hearing within 120 days of the request. It may approve, approve with modifications, or deny the annexation. The Board's decision is appealable within 30 days to Superior Court.
10. The city council may either adopt or reject a final ordinance approving annexation of the area as approved by the BRB, but may not modify it. The final ordinance contains the effective date of the annexation and legal description of the annexation area.
11. The city must send a certified copy of the final ordinance to the County Council and to the Chief Clerk of the BRB, who will notify various affected agencies of the boundary change. The city must also file with the State Office of Financial Management the certificate required by RCW 35A.14.700 within 30 days of the effective date specified in the ordinance. The city is encouraged to record the annexation ordinance with the Pierce County Auditor.

EXHIBIT "A"

**LEGAL DESCRIPTION FOR COMBINED PARCELS 022107-1038, 022107-1045 &
022107-1164**

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M. DESCRIBED AS FOLLOWS:

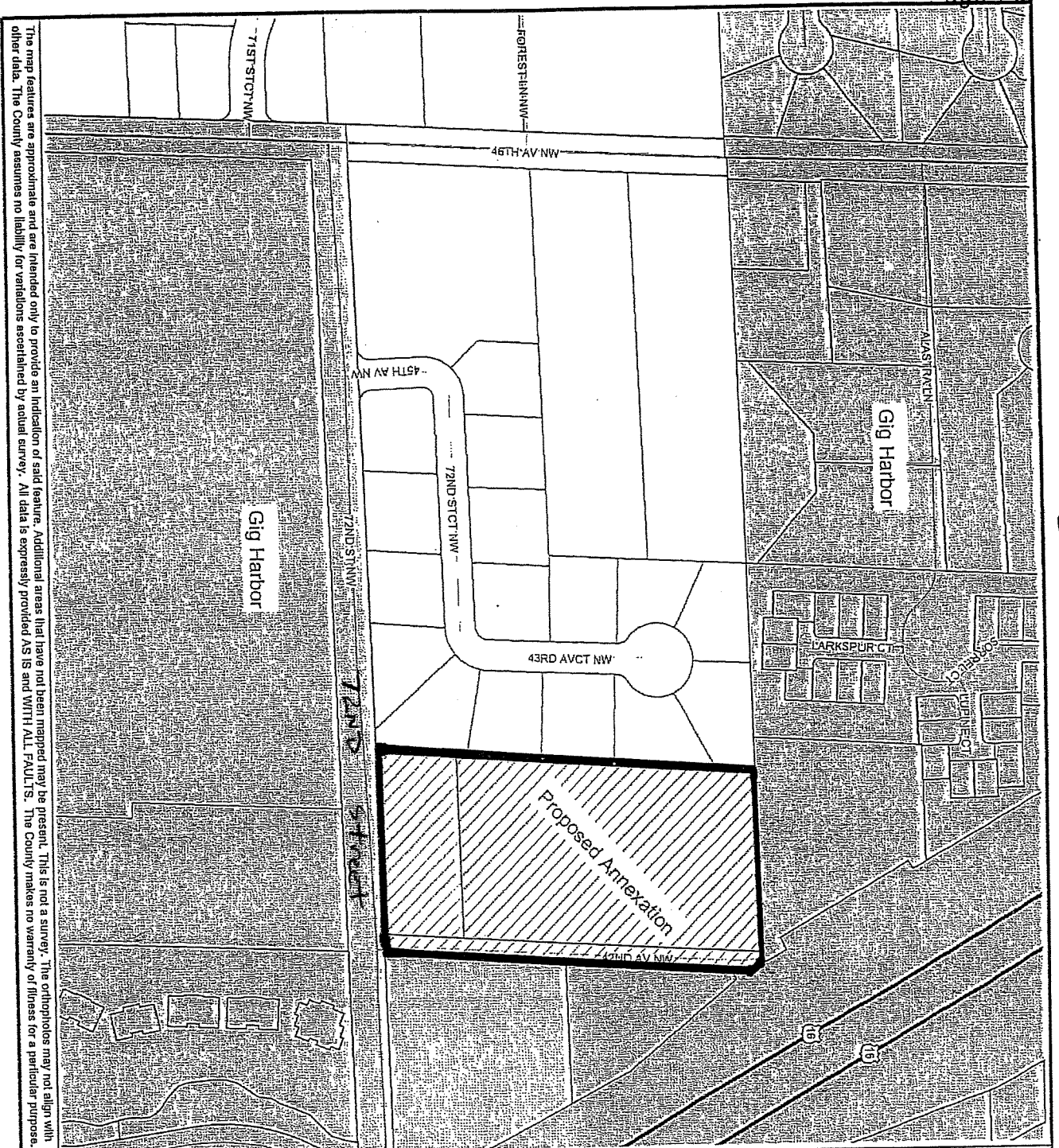
BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER IN SAID SECTION 7; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SUBDIVISION TO THE SOUTHWEST CORNER OF THE EAST 330.00 FEET THEREOF; THENCE NORTHERLY ALONG THE WEST LINE OF THE SAID EAST 330.00 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, SAID LINE IS ALSO CITY LIMITS LINE ANNEXED PER ORDINANCE NUMBER 580 DATED MAY 29, 1990; THENCE EASTERLY ALONG SAID LINE 330.00 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SUBDIVISION TO THE POINT OF BEGINNING;

EXCEPT THE SOUTH 30.00 FEET FOR COUNTY ROAD;

ALSO EXCEPT THAT PORTION DEEDED TO THE STATE OF WASHINGTON FOR SR-16;

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

Exhibit B



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

72nd Street
Annexation

Legend

- Tax Parcels
- Roads
- Interstate Limited Access State Routes
- Other State Routes
- Ramps
- Major Arterial
- Collector
- Local Access

RECEIVED
 TOWN OF GIG HARBOR
 COMMUNITY DEVELOPMENT

Printed: 9/17/10 4:53 PM

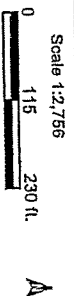


Exhibit C

New Business - 1
Page 12 of 20
Old Business - 2
Page 9 of 17

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

Memo


To: Tom Dolan, Planning Director
From: Dick J. Bower, CEM, CBO – Building/Fire Safety Dir.
CC: file
Date: 09.09.10
Re: PL-ANX-10-0002

I've reviewed the 72nd Street Annexation request from Jim Tallman. Here are my comments:

1. It appears that fire flow in the area should be sufficient. When the property is developed, fire flow must be provided as required for the type of development anticipated in accordance with the fire code.
2. Annexation of this property brings additional undeveloped land into the City which will at some point create additional demand for Building/Fire Safety Department services. With reduced staff and increasing permit numbers as witnessed this year, additional work will likely impact department levels of service.

Exhibit D

MEMORANDUM

DATE: September 17, 2010
TO: Tom Dolan, Planning Director
VIA: Stephen T. Misiurak, P.E., City Engineer
FROM: Willy Hendrickson, Engineering Technician 
SUBJECT: 72nd Street Annexation – ANX 10-0002 – Jim Tallman - Notice of Intent to Annex Review - 4.87 Acres located north of 72nd Street NW and west of 42nd Ave. NW

Based on the September 3, 2010 Request for Comments from the Planning Department, the City of Gig Harbor Engineering Division has the following comments on the proposed 72nd Street Annexation.

TRANSPORTATION

General: All future development within the annexation area will be required to meet the City's Public Works Standards. This would include possible half-width improvements along 72nd Street including curbs, gutters, and sidewalks. 42nd Ave NW would be required to be brought up to current Public Works Standards if the subdivision parcels are to be developed beyond the use of a single family residence. The cost of such improvements shall be borne by the development.

The nearest intersection that is wholly located within the City limits is Skansie Avenue (46th Street) and 72nd Street to the west and Wagner Way and 72nd Street to the east. There are no short term or long term transportation projects located within the proposed annexation area. The two nearest transportation projects are a short term capacity improvement project along Skansie Avenue and the Wagner Way traffic signal at the intersection of Wagner Way and Wollochet Drive (see attached).

Each new development shall be required to pay the appropriate transportation impact fee. These fees, as reviewed by the City Council, are required to pay for the necessary system-wide transportation capacity improvements required due to new development.

Transportation Concurrency: As required by Chapter 19.10 of the City's Municipal Code, any development generating new traffic must apply for, and receive approval to, add new vehicle trips to the City's roadways. This process is known as transportation concurrency and all development within the City limits is subject to transportation concurrency. The City may not be able to grant transportation concurrency to developments that cause the level of service to drop below the City's acceptable level of service for affected roadways based on traffic modeling.

Existing Roadways: The only roadway included in the proposed annexation is 42nd Avenue NW, which functions as a private access that connects to 72nd Street. 42nd Avenue NW is not constructed to meet the City of Gig Harbor Public Works Standards. The cost of such improvements shall be borne by the development.

WATER

General: The proposed annexation area is currently shown to be served by the City of Gig Harbor. All water flow requirements shall be subject to the City of Gig Harbor Fire Marshal and the Water System Plan for the City of Gig Harbor as approved by the Washington State Department of Health.

Each parcel that connects to the City's water system shall be required to pay the appropriate connection fee and revolving service fee. These fees, as reviewed by the City Council, are required to pay for the necessary system wide capital improvements, maintenance and operation of the water system extended to the parcels.

All future development within the annexation area will be required to meet the City's Public Works Standards.

Water Concurrence: As required by Chapter 19.10 of the City's Municipal Code, any development requiring water service must apply for, and receive approval to, connect to the water service from the City of Gig Harbor. This process is known as water concurrence and all development within the City limits is subject to water concurrence. The City may not be able to grant water concurrence to new developments if capacity is not available to serve the development. The City cannot grant water concurrence to any new development that is served by the Rainier View Water Company.

Existing Water Infrastructure: The nearest existing City water infrastructure, is a 12" ductile iron water main located along 72nd Street NW. Any new development located within the City of Gig Harbor water service area would need to connect to the City's water infrastructure from this location. The cost of such a connection from the existing infrastructure shall be borne by the new development.

SANITARY SEWER

General: Based on a review of the City's Wastewater Comprehensive Plan, development of wastewater infrastructure in this area (Basin 21) is required for the City's wastewater system to function appropriately. These improvements include construction of gravity sewer main connections, a sewer lift station, and a pressure sewer main. A copy of the map from this area of the proposed improvements from the Wastewater Comprehensive Plan is attached. All costs for construction of the necessary extensions of the existing sewer main, including those noted in the Wastewater Comprehensive Plan for the parcels within the sewer basin shall be borne by the developers and not the City. The estimated costs for these improvements are \$509,400 for a lift station at the intersection of 72nd Street NW and Skansie and \$570,000 for 2550 LF of force main.

Each parcel that connects to the City's sanitary sewer system shall be required to pay the appropriate connection fee and revolving service fee. These fees, as reviewed by the City

Council, should be adequate to pay for the necessary maintenance and operation of the sanitary sewer system extended to the parcels.

All future development within the annexation area will be required to meet the City's Public Works Standards.

Sewer Concurrency: As required by Chapter 19.10 of the City's Municipal Code, any development requiring sewer service must apply for, and receive approval to, connect to the City of Gig Harbor sewer system. This process is known as sewer concurrency and all development within the City limits is subject to sewer concurrency. The City may not be able to grant sewer concurrency to new developments if capacity is not available to serve the development.

Existing Sewer Infrastructure: The nearest existing City sewer infrastructure is a force main located along 72nd Street NW that services other developments. Any new development would not be able to connect to the City's existing sewer infrastructure from this location.

STORMWATER

General: At time of development, each parcel in this annexation area would be required to design and construct stormwater improvements in accordance with the City's Stormwater Design Manual. This includes all stormwater features necessary for improvements within the City's right of way. All costs for design and construction of these stormwater features shall be borne by the developers and not the City. All costs for operations and maintenance of stormwater features outside of the City's right of way shall also be borne by the developers.

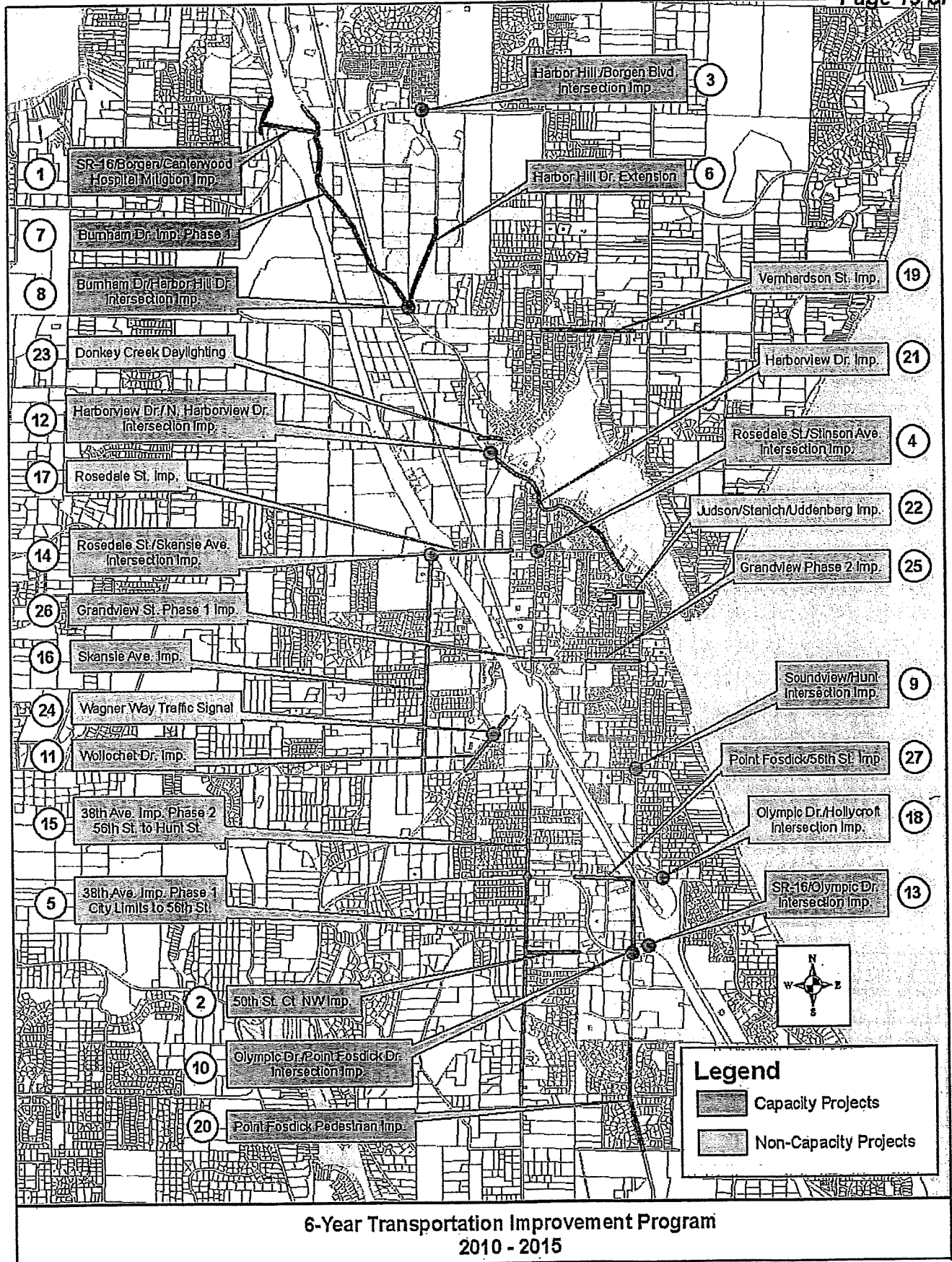
Each parcel that is annexed in the City's limits shall be required to pay the appropriate stormwater fee. These fees, as reviewed by the City Council, should be adequate to pay for the necessary maintenance and operation of the City's stormwater system located within the City's right of way created by the parcels.

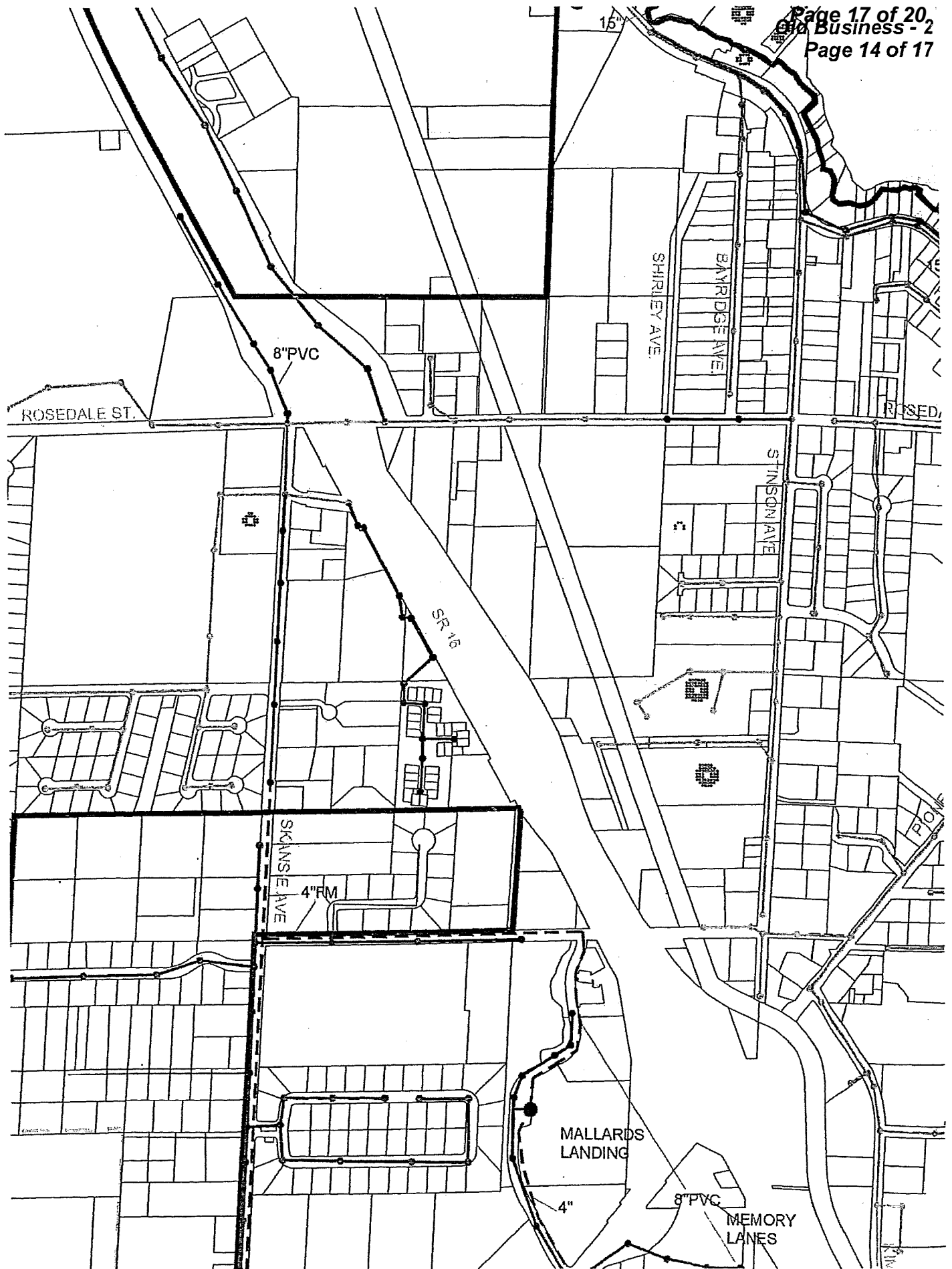
NPDES Phase 2 Stormwater Compliance: The proposed annexation area is currently under the jurisdiction of Pierce County's NPDES Phase 1 stormwater permit. Through annexation this area would be under the jurisdiction of the City's NPDES Phase 2 stormwater permit. The requirements of the County's Phase 1 permit are similar to the City's Phase 2 permit and have earlier compliance dates. Therefore this annexation area should be prepared to meet the City's Phase 2 compliance standards.

LEGAL DESCRIPTION

General: The legal description when re-created using Autocad does not have closing boundaries, but rather a 17 foot gap (see attached). It appears that the southern boundary line appears is the centerline of 72nd Street rather than the southern boundary line of parcel no. 0221071038. Although not necessary, it might be helpful to note that the eastern boundary line is running along the private road of 42nd Street. There should also be an Exhibit B location map showing the labeled metes and bounds as well and any other typical survey designations including the said subdivision name if it has one. If it is required that a licensed surveyor prepare these exhibits for the final annexation document, then these exhibits should be stamped and signed by them.

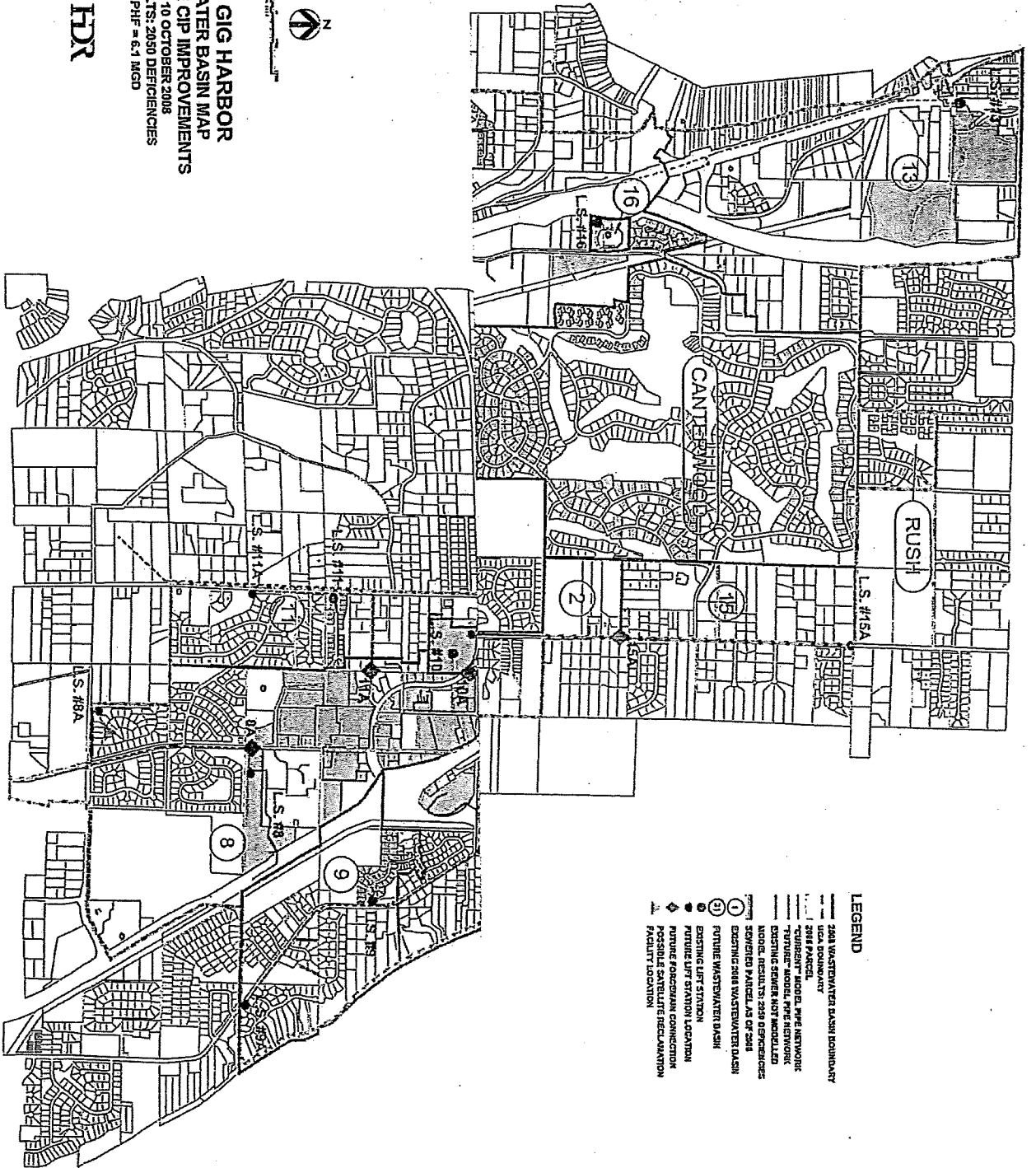
APPROVED





**CITY OF GIG HARBOR
 WASTEWATER BASIN MAP
 GRAVITY PIPE CIP IMPROVEMENTS
 PRINTED 10 OCTOBER 2008
 MODEL RESULTS: 2050 DEFICIENCIES
 2050 PHF = 6.1 MGD**

HDR



- LEGEND**
- 2050 WASTEWATER BASIN BOUNDARY
 - 2050 PARCEL BOUNDARY
 - 2050 PARCEL
 - CURRENT MODEL PIPE NETWORK
 - FUTURE MODEL PIPE NETWORK
 - EXISTING SEWER NOT MODELLED
 - MODEL RESULTS 2050 DEFICIENCIES
 - SCHEDULED PARCELS AS OF 2008
 - EXISTING 2050 WASTEWATER BASIN
 - FUTURE WASTEWATER BASIN
 - EXISTING LIFT STATION
 - FUTURE LIFT STATION LOCATION
 - FUTURE FORCEMAIN CONNECTION
 - POSSIBLE SANITARIUM RECLAMATION FACILITY LOCATION

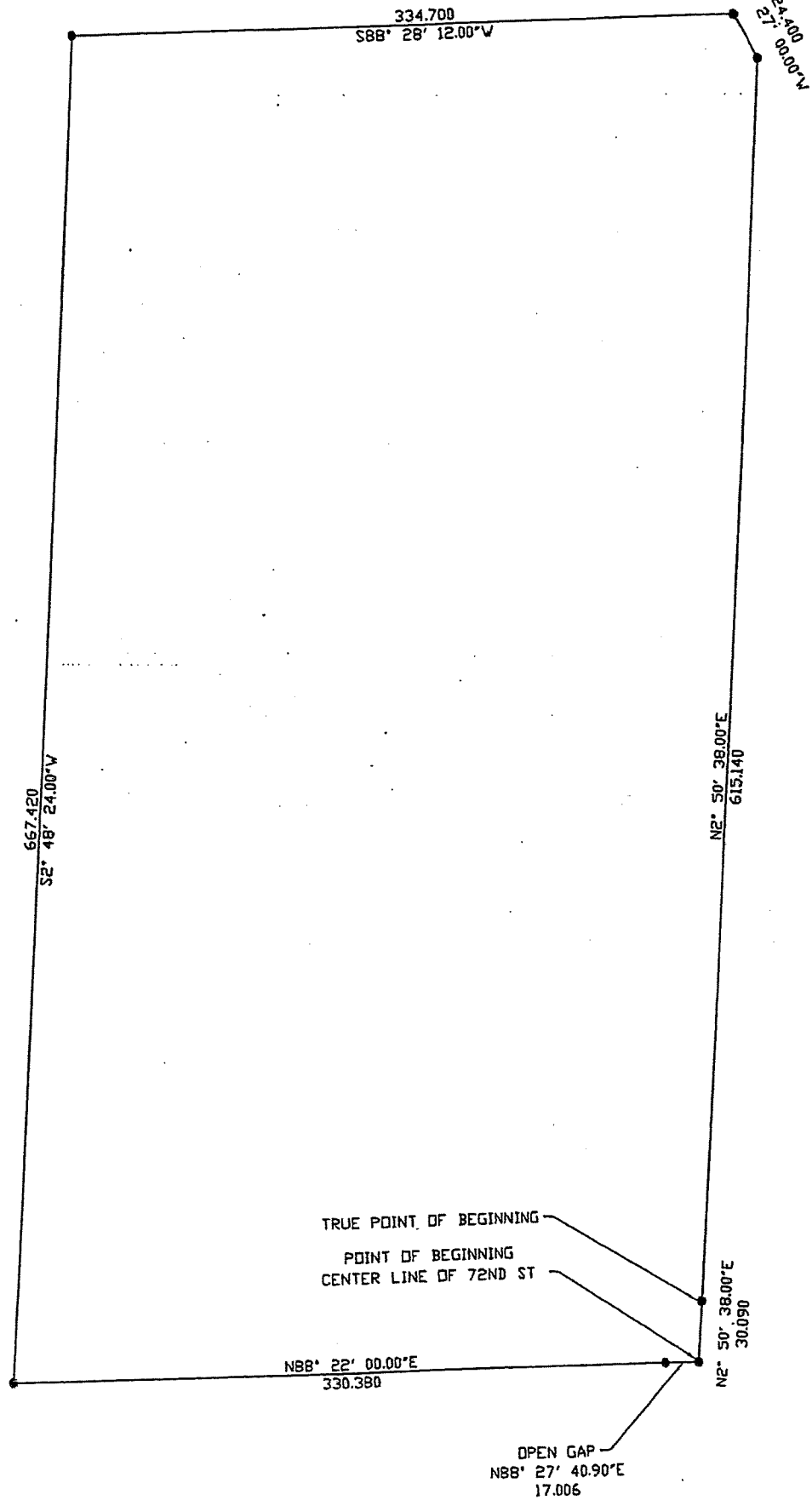


Exhibit E

City of Gig Harbor
Wastewater Treatment Plant
4216 Harborview Dr.
Gig Harbor, WA 98335

MEMO

To: Tom Dolan, Planning Director

From: Darrell Winans, WWTP Supervisor *DW*

CC: Steve Misiurak, Jeff Langhelm

Date: 09/20/2010

Re: 72nd St Annexation

Tom,

My comments to the annexation request are as follows:

The proposed annexation is located in Sewer Drainage Basin #21, currently there is no lift station or infrastructure to support development. As city policy has been set crossing basin lines is not the desired route for development. Each basin as developed ties into existing infrastructure when available or must develop such infrastructure or propose an acceptable alternate.

Regards

Darrell Winans
City of Gig Harbor
WWTP Supervisor



Subject: Official City Newspaper

Proposed Council Action:

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

Dept. Origin: Administration
Prepared by: Molly Towslee, City Clerk
For Agenda of: Jan. 24, 2011
Exhibits: Bid Proposals

Initial & Date

Concurred by Mayor: [Signature] 1/20/10
Approved by City Administrator: [Signature]
Approved as to form by City Atty: [Signature]
Approved by Finance Director: [Signature]
Approved by Department Head: [Signature]

Table with 7 columns: Expenditure, Amount, Admin, Parks, PW, Appropriation, Required. Row 1: TBD, Budgeted: Pln: \$6,000, PD \$400, BFS \$500, Required \$0

INFORMATION / BACKGROUND

In accordance with Gig Harbor 1.20, the City shall solicit bids for the City's 'official newspaper' every other year. We received three bids: the Peninsula Gateway; The News Tribune; and Kitsap Sun (Gig Harbor Life). To make it easier to compare bids, I asked each bidder to submit the cost to run the same typical public notice as the last call for bids. The results to run the ad:

- Gig Harbor Life: \$33.60
The Peninsula Gateway: \$72.60
The News Tribune: \$296.44

Gig Harbor Life is direct mailed to every household in the 98332 and 98335 zip codes and offers free online placement.

The Peninsula Gateway has a circulation of over 8,650. As far as I can determine, The Gateway has had the official newspaper designation since 1973.

The News Tribune will charge additional for affidavits (\$9.55 each) and for styled words (bold, italic and underline). They have a general circulation of 6,893 daily.

All three publications meet the criteria set forth in RCW 65.16.

FISCAL CONSIDERATION

The Peninsula Gateway's bid represents a 25% reduction from their last bid of \$99.94. The News Tribune's bid is also lower than their last bid of \$323.80. The Kitsap Sun / Gig Harbor Life bid is significantly lower than both bids.

RECOMMENDATION / MOTION

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

January 19, 2011

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

Re: Request for Newspaper Publication Services

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

Fulfillment of requirements:

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

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

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

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

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

Page Two

*Circulation within Gig Harbor zip codes of 98332 and 98335 totals 14,075 direct mailed to households and 300 delivered to businesses. Circulation of *Gig Harbor LIFE* within the City of Gig Harbor is approximately 2,816.

FEE PROPOSAL/RATE:

Gig Harbor Life offers the City of Gig Harbor a per-line rate of \$.60 per line on two columns (2.248" wide), on a nine column page format. \$33.60 is the price quote for the sample ad.

FREE Online placement:

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

Service:

Ads may be submitted electronically, and any needed courier services to and from City Hall would be provided at no cost to the City. *Gig Harbor LIFE* Account Manager Trevor Dawson would be your advertising representative.

Any reasonable number of tear-sheets and notarized affidavits, as proof of publication, will be provided to the City of Gig harbor for each legal ad with invoice, or in a more immediate manner deemed necessary by the City.

Billing:

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

Attachments:

Attachments include the sample legal ad.

THE MERITS OF THIS PROPOSAL:

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

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

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

*Offers proven services.

Page Three

Submitted by:

Bidder: Thomas J. Erickson,

Bidder's Signature: _____



Business Name: Gig Harbor LIFE

Address: c/o Kitsap Sun
545 Fifth St.
Bremerton, WA 98337

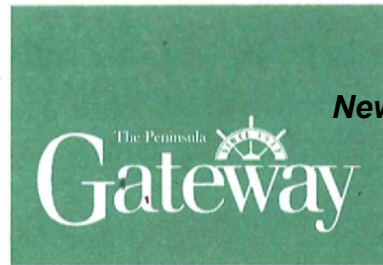
Phone: 360-792-3349

Fax: 360-792-8557

Client:	54044	CITY OF GIG HARBOR	Phone:	(253) 851-8136 Ext: 0000
Class.:	3510 GRANDVIEW ST		GIG HARBOR, WA 98335	
Ad #	20109074	Requested By: TJ	Fax:	
Sales Rep.:	Rolene Buswell		Phone:	(360) 792-3333 Ext: 5303
	rbuswell@kitsapsun.com		Fax:	(360) 377-9237
Class.:	3310	Legals		
Start Date:	01/17/2011	End Date:	01/17/2011	
Publications:	Kitsap Sun			
Paid Amount:	\$0.00	Balance:	\$33.60	
Total Price:	\$33.60			

NOTICE OF PUBLIC HEARING
 City of Gig Harbor

Date of Notice: January 7, 2011
Applicant: Joe Kunkel, Hammes Company, 1325 Fourth Avenue, Suite 1035, Seattle WA 98101
Project Location: 11567 Canterwood Blvd NW, Gig Harbor, WA
Project Description: Application for Site Plan Review (SPR 06-1372), Design Review (DRB 06-1374), Conditional Use Permit (CUP 06-0008) and a Variance (VAR 07-0001) for St. Anthony Hospital.
Project Permits required: Site Plan Review, Conditional Use Permit, Variance, Rezone and Design Review.
Type of Environmental Documents Filed: Environmental Checklist, Wetland Report, Habitat Management Plan
PUBLIC HEARING DATE: Gig Harbor Hearing Examiner, January 24, 2011, 5:00pm, at Gig Harbor Civic Center, Council Chambers, 3510 Grandview Street, Gig Harbor
 Documents pertinent to this application are available for review and inspection at the City of Gig Harbor Department of Community Development, 3510 Grandview Street, Gig Harbor, WA 98335, during normal business hours, Monday through Friday. A copy of the staff report on this project proposal will be available seven days prior to the public hearing.
 Interested persons may comment on the above stated application or may request any notice of public hearing or a copy of the decision on this application. **Requests for notification or written comments must be submitted to the Department of Community Development by no later than January 24, 2011.** All public comments or requests must be received at the Department of Community Development by no later than 5:00pm on the last date of the comment period.
 Interested persons are invited to attend the public hearing and make their views known on this proposal. The Hearing Examiner's decision is final on this application. Any appeal of the hearing examiners decision must be filed with Pierce County Superior Court under the provisions of RCW 36.70C, within twenty-one (21) days of the Hearing Examiner's decision. Only parties of record may initiate an appeal of the decision of the Hearing Examiner.
 Questions regarding the above stated application should be made to the City of Gig Harbor Community Development, 3510 Grandview Street, Gig Harbor, WA 98335, or by calling 253-851-6170.
 January 17, 2011.....Ad#20109022



January 19, 2011

Molly Towslee, City Clerk
3510 Grandview St.
Gig Harbor, WA 98335
RE: BID-OFFICIAL NEWSPAPER, 2011-2012

The Nation's Number One
Community Newspaper.

Dear Ms. Towslee:

Thank you for the opportunity to bid on the designation as "Official Newspaper" for the City of Gig Harbor. This letter is our formal bid for the city's legal advertising.

The Peninsula Gateway is a newspaper of general circulation in the City of Gig Harbor, meeting all qualifications as provided under RCW 65.16.020. Over 8,650 households purchase The Peninsula Gateway each week through home delivery and newsstand outlets in the Gig Harbor/Peninsula area; 28.1% (2,442 copies) through single copy locations, 64.6% (5,613 copies) newspaper carrier delivered, and 7.3% (630 copies) mailed to PO Boxes. We publish 1 time each week on Wednesday, 52 weeks per year, and reach the remainder of the market with our South Sound Values publication every Monday, an additional 16,000 homes.

The Peninsula Gateway is a business located in the city limits of Gig Harbor. We employ 18 full-time employees.


For the 2011-2012 bid, we are proposing a rate reduction of 25% to \$.918 per agate line (\$1.84 per 2 col. agate line) or \$12.85 per column inch. While the rate per inch may appear to be slightly higher than the 2009 bid, the change is due to a revision in our column size, widening the columns from a 10 to 6 column format. The sample ad you providing for this bid is actually 27.4% less than the 2009 bid (a savings of \$27.34 from 2009). **There are no additional charges for affidavits or bold type.**

The quote for the 1 column CITY OF GIG HARBOR CALL FOR BIDS sample you provided with this bid, published in 7 point type for one edition, would be \$72.60.

Advertising Representative for Legal Advertising: Donna Natucci.
Phone: 253-853-9222 Fax: 253-851-3939
Email: donna.natucci@gateline.com

The Peninsula Gateway's Legal advertising rate offered to the City of Gig Harbor is effective January 1, 2011 through December 30, 2012.

We look forward to a continued relationship with the City of Gig Harbor.


Michael S. Leonard
General Manager/Advertising Director
(253) 853-9241

01/18/2011

Receipt of Payment

1:17 PM
New Business - 2
Page 8 of 10

The News Tribune

Acct GW4100
 Name GW/PENGATEWAY Type
 Phone 2538519921 Num
 Address 3555 ERICKSON STREET Auth
 PO BOX 407 Expira
 City GIG HARBOR
 State/Zip WA 98335 Country Code

Start: 01/26/2011	Paytype: BL	Issues: 1
Stop: 01/26/2011	Rate Code: LGD	Class: 3940
Copy: NOTICE OF PUBLIC HEA		



Amount: 96.50 Rep <<<
 Tax: 0.00 Ad #: 14052177
 Amount Paid: 96.50 by: Billed
 Payment Due: 0.00 Balance: 96.50
 Received by: *7260* Receipt No: *57260*

Ad shown is not actual print size

407 Words

Ad Size 1.00 X 5.65 Inches

Date:

Original

01/18/2011

Receipt of Payment

1:17 PM

The News Tribune

Acct GW4100
 Name GW/PENGATEWAY Type
 Phone 2538519921 Num
 Address 3555 ERICKSON STREET Auth
 PO BOX 407 Expira
 City GIG HARBOR
 State/Zip WA 98335 Country Code

Start: 01/26/2011	Paytype: BL	Issues: 1
Stop: 01/26/2011	Rate Code: LGD	Class: 3940
Copy: NOTICE OF PUBLIC HEA		



Amount: 96.50 Rep <<<
 Tax: 0.00 Ad #: 14052177
 Amount Paid: 96.50 by: Billed
 Payment Due: 0.00 Balance: 96.50
 Received by: *7260* Receipt No: *57260*

Ad shown is not actual print size

407 Words

Ad Size 1.00 X 5.65 Inches

Date:

Customer Copy

City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335
RE: BID – OFFICIAL NEWSPAPER

January 6, 2011

To the City Council:

The News Tribune is a major newspaper in the Peninsula area, publishing 7 days a week, 365 days a year, with a general circulation of **6,893 daily; 8,350 Sunday**.

Type size: 7 point

Column width: 6 picas 6 points

* NOTE: Most legal notices publish in a 1-column wide format – measures 1.56 inches

The News Tribune's legal advertising rate offered to the City of Gig Harbor is effective through Dec. 2011

Daily: \$10.72 per line in 2-column format, as requested by bid (\$5.36 pci 1-column)

Sat./Sun: \$12.62 per line in 2-column format, as requested by bid (\$6.31 pci 1-column)

The cost to run the legal notice sample included in bid, weekday Wednesday rate, comes to \$296.44 in 2-column format as requested by bid; \$280.36 in 1-column format. Copy of sample legal notice enclosed.

Affidavits are sent by request with a fee of \$9.55 per affidavit; tear sheets are sent by request at no charge.

Advertising Representatives for legal advertising:

Terri Armour 253-597-8617

Legal Advertising Client Service Rep; Terri.armour@thenewstribune.com

Ellen Orr 253-597-8605 or Laura Bastin 253-597-8708

Main phone: 253-597-8605; LEGAL FAX: 253-597-8473

Legal E-mail address: legals@thenewstribune.com

Thank you for your consideration of this bid.



Melissa Jenkins

Classified Sales Manager

The News Tribune

(253) 597-8569

Melissa.jenkins@thenewstribune.com

NOTICE OF PUBLIC HEARING
City of Gig Harbor

Date of Notice: January 7, 2011

Applicant: Joe Kunkel, Hammes Company, 1325 Fourth Avenue, Suite 1035, Seattle WA 98101

Project Location: 11567 Canterwood Blvd NW, Gig Harbor WA

Project Description: Application for Site Plan Review (SPR 06-1372), Design Review (DRB 06-1374), Conditional Use Permit (CUP 06-0008) and a Variance (VAR 07-0001) for St. Anthony Hospital.

Project Permits required: Site Plan Review, Conditional Use Permit, Variance, Rezone and Design Review

Type of Environmental: Environmental Checklist, Wetland Report, Habitat

Documents Filed: Management Plan

PUBLIC HEARING DATE: Gig Harbor Hearing Examiner, January 24, 2007, 5:00pm, at Gig Harbor Civic Center, Council Chambers, 3510 Grandview Street, Gig Harbor

Documents pertinent to this application are available for review and inspection at the City of Gig Harbor Department of Community Development, 3510 Grandview Street, Gig Harbor, WA 98335, during normal business hours, Monday through Friday. A copy of the staff report on this project proposal will be available seven days prior to the public hearing.

Interested persons may comment on the above stated application or may request any notice of public hearing or a copy of the decision on this application. **Requests for notification or written comments must be submitted to the Department of Community Development by no later than January 24, 2011.** All public comments or requests must be received at the Department of Community Development by no later than 5:00pm on the last date of the comment period.

Interested persons are invited to attend the public hearing and make their views known on this proposal. The Hearing Examiner's decision is final on this application. Any appeal of the hearing examiners decision must be filed with Pierce County Superior Court under the provisions of RCW 36.70C, within twenty-one (21) days of the Hearing Examiner's decision. Only parties of record may initiate an appeal of the decision of the Hearing Examiner.

Questions regarding the above stated application should be made to the City of Gig Harbor Community Development, 3510 Grandview Street, Gig Harbor, WA 98335, or by calling 851-6170.



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

Subject: Council Committees

Proposed Council Action:

To accept these appointments for the Council Committees and to appoint Mayor Pro Tem for 2011

Dept. Origin: Administration

Prepared by: Chuck Hunter, Mayor

For Agenda of: January 24, 2011

Exhibits: Council Tally Sheets

Initial & Date

Concurred by Mayor:

CLH

Approved by City Administrator: N/A

Approved as to form by City Atty: N/A

Approved by Finance Director: N/A

Approved by Department Head: N/A

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

Below are the results of the Councilmembers' selection for the 2010 Council Committees.

	Finance & Safety	Operations & Public Projects	Planning & Building	Inter-Gov'tl Affairs	Candidate Review
Conan	3	5	2	1	4
Malich	3	1	5	2	4
Ekberg	3	1	-	-	2
Franich	5	1	3	4	2
Kadzik	4	3	1	5	2
Payne	5	1	4	2	3
Young	2	4	3	1	5

I would like to recommend the following committee assignments:

Finance & Safety: Ekberg, Malich, Payne

Operations & Public Projects: Malich, Ekberg, Franich

Planning & Building: Conan, Kadzik, Young

Inter-governmental Affairs: Conan, Payne, Young

Board / Commission Candidate Review: Ekberg, Kadzik, Franich

RECOMMENDATION / MOTION

Move to: Accept these appointments for the Council Committees for 2010 and to make a motion to appoint Mayor Pro Tem for 2011.

Each year, Council is to elect a Mayor Pro Tem. Thank you Councilmember Payne for serving in this capacity during the past year. I would like Council to agree to who shall serve as Mayor Pro Tem during 2011 and make a motion to appoint on January 24th.

The Standing Council Committees have been in effect for four years. Per GHMC 2.51.040, the Mayor may make a recommendation for appointment may be made annually after each council election, or more frequently, but in no event more frequently than annually unless vacancies occur.

Here is a list of the existing committees:

Finance & Safety: Ekberg, Malich and Conan
Operations & Public Projects: Payne, Franich and Malich
Planning & Building: Kadzik, Conan and Franich
Inter-governmental Affairs: Conan, Payne and Young
Board / Commission Candidate Review: Ekberg, Kadzik and Payne

And when they meet:

Finance and Safety: quarterly on the third Monday of the months of March, June, September, and December at 4:00 p.m.;
Operations and Public Projects: Third Thursday of the month at 3:00 p.m.
Planning and Building: Bi-monthly or as needed on the first Monday of the month at 5:15 p.m.
Intergovernmental Affairs: Quarterly as needed on the second Monday of the months on Jan. Apr, Jul and Oct at 4:30 p.m.;
Board and Commission Candidate Review: As needed on the fourth Monday of the month at 4:30 p.m.

Please indicate your choice below, and a recommendation will be brought back at the next meeting. Please indicate your 1st, 2nd, 3rd, 4th, and 5th choices in order of interest.

Please **return this completed form** to the City Clerk by **January 17th** in order to be included in the January 24th Council Agenda. *Thank you.*

<u>Committees</u>	<u>Order of Choice</u>
Finance and Safety	<u>4</u>
Operations and Public Projects	<u>3</u>
Planning and Building	<u>1</u>
Inter-governmental Affairs	<u>5</u>
Board and Commission Candidate Review	<u>2</u>

Name: _____

Park Kadzik

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<u>Committees</u>	<u>Order of Choice</u>
Finance and Safety	<u>3</u>
Operations and Public Projects	<u>1</u>
Planning and Building	<u> </u>
Inter-governmental Affairs	<u> </u>
Board and Commission Candidate Review	<u>2</u>

Name: Steve Ekberg

Each year, Council is to elect a Mayor Pro Tem. Thank you Councilmember Payne for serving in this capacity during the past year. I would like Council to agree to who shall serve as Mayor Pro Tem during 2011 and make a motion to appoint on January 24th.

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<u>Committees</u>	<u>Order of Choice</u>
Finance and Safety	<u>5</u>
Operations and Public Projects	<u>1</u>
Planning and Building	<u>5</u>
Inter-governmental Affairs	<u>2</u>
Board and Commission Candidate Review	<u>3</u>

Name: Payne

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<u>Committees</u>	<u>Order of Choice</u>
Finance and Safety	<u>3</u>
Operations and Public Projects	<u>5</u>
Planning and Building	<u>2</u>
Inter-governmental Affairs	<u>1</u>
Board and Commission Candidate Review	<u>4</u>

Name: Paul Conan

Each year, Council is to elect a Mayor Pro Tem. Thank you Councilmember Payne for serving in this capacity during the past year. I would like Council to agree to who shall serve as Mayor Pro Tem during 2011 and make a motion to appoint on January 24th.

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<u>Committees</u>	<u>Order of Choice</u>
Finance and Safety	<u>3</u>
Operations and Public Projects	<u>1</u>
Planning and Building	<u>5</u>
Inter-governmental Affairs	<u>2</u>
Board and Commission Candidate Review	<u>4</u>

Name: KEN MALICH

Each year, Council is to elect a Mayor Pro Tem. Thank you Councilmember Payne for serving in this capacity during the past year. I would like Council to agree to who shall serve as Mayor Pro Tem during 2011 and make a motion to appoint on January 24th.

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<u>Committees</u>	<u>Order of Choice</u>
Finance and Safety	<u>2</u>
Operations and Public Projects	<u>4</u>
Planning and Building	<u>3</u>
Inter-governmental Affairs	<u>1</u>
Board and Commission Candidate Review	<u>5</u>

Name: Deak Young

Jim

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<u>Committees</u>	<u>Order of Choice</u>
Finance and Safety	5
Operations and Public Projects	1
Planning and Building	3
Inter-governmental Affairs	4
Board and Commission Candidate Review	2

Name: _____