

Gig Harbor City Council Meeting

**May 23, 2011
5:30 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, May 23, 2011 – 5:30 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of May 9, 2011.
2. Liquor License Action: Renewals: Target, Puerto Vallarta Restaurant, Round Table Pizza, and Julep Nail Parlor.
3. Summer Sounds at Skansie Contracts.
4. Resolution No. 861 – Performing Art Center.
5. Interlocal Agreement to Use Civic Center for Voting Center.
6. Tree Removal at Wilkinson Farm Park – Contract Authorization.
7. Wastewater Treatment Plant Improvements Project – Amendment No. 5 for Warranty Owner's Representative Services / Parametrix.
8. Acceptance of Deed for Harbor Hill Park Property.
9. Dedication of Right-of-Way Easement Agreements for Pt. Fosdick Square Redevelopment Offsite Improvements.
10. Quit Claim Deed for Right-of-Way – Harbor Pacific Properties, LLC.
11. 2011 Pavement Maintenance and Repairs Project – Consultant Services Contract.
12. Canterwood Sewer Manhole Rehabilitation Design and Limited Inspection Services.
13. Jerisich Dock Float Extension Agreement – Washington State Parks Dept.
14. Approval of Payment of Bills for May 23, 2011: Checks #66918 through #67051 in the amount of \$630,318.29.

PRESENTATIONS:

1. Proposed South Sound 9-1-1 Agency – Rob Masko, Pierce County Sheriff's Dept. and Kevin Phelps, Deputy Executive Director.

OLD BUSINESS:

1. Public Hearing – Donkey Creek Daylighting Project Options & Costs.
2. Second Reading of Ordinance – Interim DB Parking Provisions for Existing Buildings.
3. Second Reading of Ordinance – Restaurant Parking Requirements.
4. Second Reading of Ordinance – Graffiti Control.
5. Second Reading of Ordinance – Solicitation of Vehicle Occupants on Public Roadways.

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – Restaurant 1 Uses in Waterfront Millville.
2. First and Final Reading of Ordinance – 72nd Street Annexation.

STAFF REPORT:

1. HBZ Project Evaluation Matrix.
2. Wheeler Avenue Asphalt Paving.

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Civic Center Closed Monday, May 30th for Memorial Day.
2. Harbor Hill Park Dedication Ceremony – June 8 at 3:00 p.m.

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – May 9, 2011

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

CALL TO ORDER: 5:31 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of April 25, 2011.
2. Correspondence / Proclamations: a) Relay for Life Week; b) Letter from Trader Joe's.
3. Liquor License Action: a) Special Occasion Liquor License – GHYC Junior Sail Program; b) Application – Java and Clay Café.
4. Receive and File: a) Minutes of Council Retreat, April 22, 2011; b) Minutes of Boards and Candidate Review Committee, April 25, 2011; c) GHPD 1st Quarter Report.
5. Appointment to Park Commission.
6. SR16/Burnham/Borgen Interchange Improvements – Year 2 Wetland Monitoring / David Evans and Associates.
7. SR16/Burnham/Borgen Interchange Improvements – WSDOT Maintenance Agreement.
8. 2011 Pavement Maintenance and Repair Project – Construction Contract.
9. Approval of Payment of Bills for May 9, 2011: Checks #66824 through #66917 in the amount of \$375,479.31.
10. Approval of Payroll for the Month of April: Checks #6237 through #6253 in the amount of \$304,252.02.

MOTION: Move to adopt the Consent Agenda as presented.
Ekberg / Conan – unanimously approved.

Councilmember Kadzik noted the appointment of Amanda Stanton to the Parks Commission. He said that she is an excellent candidate.

PRESENTATIONS:

1. Proclamation: Relay for Life Week – Alexa Jones. Mayor Hunter presented Ms. Jones with a copy of the signed proclamation.
2. Recognizing Paul Nelson, Court Administrator. Mayor Hunter wished Paul the best in his new job. City Administrator Rob Karlinsey said Paul is leaving to work for Chelan County, and recognized him for fifteen years of service to the city. He described Paul as honorable, passionate, and understanding of the importance of access to an unbiased judicial system. Paul has touched many lives during his tenure with the city and will be missed. Paul was presented with a certificate of recognition.

Gretchen Wilbert – 1016 29th St. NW. Former Mayor Wilbert said she wanted to honor Paul for his vision over the years. She explained that he was instrumental in keeping the municipal court in Gig Harbor and the development of the Domestic Violence Kiosk. She presented Paul with a CD of “*Under a Gig Harbor Moon*,” so he wouldn’t forget us. She wished him luck and said he will be missed.

Paul Nelson voiced appreciation for the kind words, but said the credit goes to the entire team: Stacy Colberg, Jennifer Benak, Judge Dunn, and the prosecutors. He explained that one of the reasons he loves Gig Harbor is because of the decisions made and leadership displayed by the Mayors and Council over the years.

Judge Michael Dunn said that it’s been a pleasure serving with Paul over the years. He described Paul as visionary, and said that it will be difficult to replace him and he’d like to have him back some day.

OLD BUSINESS:

1. Second Reading of Ordinance – Establishing HBZ State Sales Tax Credit. Finance Director David Rodenbach presented the information on this ordinance and answered questions.

Councilmember Young recognized staff and bond counsel for coming up with a series of changes that will make this much more useful.

MOTION: Move to adopt Ordinance No. 1207 as presented.
Kadzik / Payne – unanimously approved.

2. Donkey Creek Daylighting Project – Construction Costs Presentation / Murray, Smith and Associates. City Administrator Rob Karlinsey presented background information and explained that at the recent Council Retreat, staff presented an alternative for this project that fits the scope and budget. Council requested the risks and cost for other options. He said that tonight’s presentation is informational and Council is not being asked to take action until after the public hearing scheduled for May 23rd.

Historic Preservationist Lita Dawn Stanton presented historic photos of the Donkey Creek Estuary before North Harborview Drive was constructed.

Chris Huber, Senior Vice President from Murray Smith and Associates presented information on the project goals, elements, options and funding sources. He explained that permitting was one key element of the project that presented constraints.

After the presentation he and staff addressed several questions from Council.

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – Interim DB Parking Provisions for Existing Buildings. Senior Planner Jennifer Kester presented the information on this interim ordinance designed to allow existing buildings in the downtown area to change use without having to provide additional parking until the Planning Commission can do a more comprehensive review of the downtown parking regulations this fall.

Mayor Hunter opened the public hearing at 6:44 p.m. No one came forward to speak and the public hearing closed.

Councilmembers discussed the potential impacts and benefits of the interim ordinance. Ms. Kester mentioned an e-mail from Steve Lynn, who could not attend the public hearing, asking that the interim ordinance boundary be expanded to include North Harborview Drive.

MOTION: Move to re-open the public hearing to allow additional public testimony. Ekberg / Young – unanimously approved.

Randy Blue – 3908 105th St. Ct. NW. Mr. Blue, owner of Java and Clay Café located at 3210 Harborview Drive, spoke in favor of the interim ordinance. He said that creating vitality in the downtown area will benefit his business, although he agreed it could create a parking problem. He stressed the importance of fixing the economic problems. He voiced a need to create a shopping energy by encouraging more retail.

Nick Tarabochia – 8021 Shirley Avenue. Mr. Tarabochia, owner of Neptune Court and the corner of Judson and Soundview Drive, said that parking continues to be an issue. He said that the economic downturn is exacerbated by the parking issues. He said that anything to loosen regulations would be helpful to economic viability. He agreed that this may not be dealing fairly with all businesses, but because of the downturn we have to be open-minded. Parking may or not be fixed but this may bring some relief and is a step in the right direction. He said we should be more innovative in how we manage the city.

Mark Hoppen – 8133 Shirley Avenue. Mr. Hoppen said that as a means to economically stimulate downtown Gig Harbor, this is just a band-aid. He stressed that the city needs to know what it wants to turn into during this time of transition. He said Council needs to consider the equity of this ordinance because other areas are also suffering and may want the same consideration. He said that this may be a rational approach for the downtown area, but as policy he isn't so sure.

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

Councilmembers discussed the unintended consequences of possible displaced parking into the residential areas. This will return for a second reading at the next meeting.

2. Public Hearing and First Reading of Ordinance – Restaurant Parking Requirements. Planning Director Tom Dolan introduced this ordinance that proposes to use a reasonable seating plan for a restaurant as a basis for determining parking rather than upon the maximum occupancy as determined by the International Building Code. He explained that the current method of calculating seating often results in a higher number of parking spaces than necessary.

Mayor Hunter opened the public hearing at 7:04 p.m.

John Chadwell – 19245 5th Avenue, Poulsbo. Mr. Chadwell spoke in favor of the ordinance saying it is more equitable and will promote economic stimulus.

There were no further comments and the hearing closed at 7:08 p.m.

Mr. Dolan addressed several Council questions. This will return for a second reading at the next meeting.

3. First Reading of Ordinance –Graffiti Control. Chief Mike Davis presented the background information on this ordinance that will establish a “zero tolerance” policy for graffiti vandalism. He addressed Council questions and comments.

Jim Pasin – 3212 50th St. Ct. NW. Mr. Pasin, owner of the Westside Business Center, spoke of his experience with graffiti and voiced his concerns. He said that if property owners are required to remove graffiti within 48 hours, then the city should have to do the same. He talked about the cost and time involved with repainting a wall only to have it marked up the next day. He said there is little chance of arrest and the penalties are so minimal that the person doesn’t show up to court or to community service, or do they pay much in restitution. He said it’s a good ordinance but asked for consideration for the property owners.

Nick Tarabochia – 8012 Shirley Avenue. Mr. Tarabochia, Chair of the Parks Commission, explained that this ordinance is based on some of the more successful processes in other jurisdictions. He stressed that graffiti is a crime and promotes economic downturn as well as gang activity. He stressed that if the graffiti is removed within 48 hours, the person doesn’t get the needed gratification. He talked about the failure of the “free wall” concept. Mr. Tarabochia said that this ordinance is a start in helping stamp out graffiti; with the fines and penalties for minors, the parents will intervene to prevent a record. He talked about partnering with the community to clean up graffiti and using technology such as cameras, databases of tags, and facial recognition software.

Michael Perrow – P.O. Box 1266. Mr. Perrow praised Mr. Tarabochia for doing a good job of removing graffiti all over town. He then said that the Parks Commission supports this ordinance because they want to empower the property owners to take care of the problem first and if they don’t, they will be charged for the removal. He said that the

ordinance is a good model for an illegal dumping ordinance as well. He cited several areas in which this is currently happening.

Chief Davis addressed the concerns voiced by Mr. Pasin by agreeing the city should also abide by the 48 hour rule. He talked about the ability to go after restitution and using the reward as a way to catch the person. In addition, the ordinance makes the parents of a minor responsible for their actions. This will return for a second reading at the next meeting.

4. First Reading of Ordinance – Solicitation of Vehicle Occupants on Public Roadways. Chief Davis presented the background information for this ordinance resulting from an influx of panhandlers and the resulting calls for police response.

Warren Harvey – 7400 Stinson Avenue No. 200. Mr. Harvey said he has been harassed and intimidated by the panhandlers as well as witnessing a near accident because of this activity. He said he has filed complaints with the police department but was told that there was nothing could be done. He shared a story from this January when he was confronted by a solicitor who became volatile. He registered another complaint with the police department at that time. He said he is confident that the ordinance will be pursued.

Mark Hoppen – 8133 Shirley Avenue. Mr. Hoppen cited the provision that this ordinance won't interfere with special events, saying the ordinance should be observed in all situations. He referred to one event in which fundraisers stand in the middle of the street to collect from drivers.

Jim Pasin - 3212 50th St. Ct. NW. Mr. Pasin explained that his business is 300' from where the panhandlers locate and from what he has observed these people are not as destitute as they lead you to believe. He voiced his concern that if they are forced off city right of way and once again come onto his property if he has any recourse.

Chief Davis responded that they would first be warned and if they persist, they can be arrested for criminal trespass. He then explained that the "Fill the Boot" special event goes through a fair and equitable review process to determine the safest time and location, and are required to submit an insurance policy to limit city liability.

Chief Davis addressed Council's questions about the ordinance. Councilmember Malich said he isn't in favor of the ordinance and recommended everyone read *Breakfast at Sally's* by Richard LeMieux to help understand what the homeless have to do to survive.

STAFF REPORT:

1. AWC Project of the Year Award. City Engineer Steve Misiurak presented the background information on the SR16/Burnham Drive NW Interchange and Roadway Improvement project that resulted in the city receiving the 2011 Municipal Excellence Award – Public Works Category. He said that the success of the project is an example of many entities and individuals working together. Mr. Karlinsey said that the credit for

this award goes to Steve and his staff for their creative management. He encouraged the Councilmembers to attend the AWC Conference in June when the award will be presented.

2. Harbor Hill Park Property. Mr. Karlinsey announced that John Chadwell presented the city with the deed for the Harbor Hill park property earlier this evening. The acceptance of the deed will be on the May 23rd agenda and the acceptance party is scheduled for June 8th.

3. Shoreline Management Plan Update. Mr. Karlinsey said that the Planning Commission approved the draft SMP last week and Senior Planner Peter Katich hand delivered it to the Department of Ecology. He said that this will return to the Council for adoption mid-summer and praised all the long hours of work by staff and the Planning Commission on this plan.

4. Rash of Burglaries. Chief Davis reported that officers responded to a 3:00 a.m. alarm at Kelly's Restaurant and caught the burglar responsible for not only this but for the burglary at Stroh's.

PUBLIC COMMENT:

Mark Hoppen – 8133 Shirley Avenue. Mr. Hoppen asked Council to remember when prioritizing the HBZ projects that the funds are sales tax dollars coming back to the General Fund. He explained that when the first Treatment Plant was built, General Obligation Bonds were used. He said that it would be appropriate to use HBZ funds to pay down the debt of the recent WWTP project which would prevent rate increases. He suggested using the money for normal general fund expenditures first; things such as roadway improvements and maybe an arts center. He said that the GH Arts Center Alliance has received a commitment for property located across from the YMCA and valued at almost 3 million dollars. If the city could promise to match that investment it would be a significant step in bringing this about. This would be an economic development project as illustrated by the one located in Lone Tree, Colorado.

Jim Pasin - 3212 50th St. Ct. NW. Mr. Pasin said he wanted to touch on five things:

- 1) Praise for Senior Planner Peter Katich for helping the Planning Commission get through the Shoreline Master Plan Update.
- 2) Suggestion for an ordinance prohibiting people from bringing their dogs into retail store unless they are registered service animals.
- 3) Adding a provision to the sign code to allow wood look-alike signs the same advantage as wood.
- 4) Do something about the faulty transponders that will result in an estimated \$600,000 to 2 million dollar loss in revenue and subsequent increase in tolls.
- 5) Donkey Creek Daylighting – proposed use of an 18' steel wall in a fish conservancy when other property owners aren't allowed to use the same. In addition, using

\$300,000 out of the stormwater fund to do nothing to really restore the habitat. The money could be better spent.

MAYOR’S REPORT / COUNCIL COMMENTS:

Councilmember Franich commented that if a councilmember doesn’t have the time to listen to other Councilmembers or citizens, then maybe this isn’t the place for them.

Councilmember Young reported that at the PSRC meeting the Highway 520 Bridge approval subject to final EIS passed and so tolls will begin as soon as the EIS is complete.

ANNOUNCEMENT OF OTHER MEETINGS:

1. City Council / Planning Commission Joint Worksession: Thu. May 12th at 5:30 p.m.
2. City Council Worksession – HBZ Project List: Mon. May 16th at 5:30 p.m.
3. Operations & Public Projects Committee: Thu. May 19th at 3:00 p.m.
4. Harbor Hill Park Property Dedication, June 8th at 3:00 p.m.

Councilmember Payne explained that he won’t be able to attend either worksession. He asked what the expectation for the HBZ worksession; just to discuss the projects or to finalize the list? Rob Karlinsey explained that he is hoping for both. Councilmembers were encouraged to submit their own list of projects for inclusion.

ADJOURN:

MOTION: Move to adjourn at 8:25 p.m.
Conan / Franich – unanimously approved.

CD recorder utilized: Tracks 1002 – 1040

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

Consent Agenda - 2

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 05/06/2011

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20110831

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. TARGET CORPORATION	TARGET STORE # T-1205 11400 51ST AVE NW GIG HARBOR WA 98332 0000	087016	GROCERY STORE - BEER/WINE
2. ANDRADE'S, INC.	PURRO VALIARTE - GIG HARBOR #2 4225 HARBORVIEW DR GIG HARBOR WA 98335 0000	364637	SPIRITS/BR/WN REST LOUNGE +
3. WYVERN RESTAURANTS, INC.	ROUND TABLE PIZZA 5500 OLYMPIC DR BLDG H GIG HARBOR WA 98335 0000	076725	BEER/WINE REST - BEER/WINE
4. JULEP NAIL PARLOR COMPANY	JULEP NAIL PARLOR 4751 POINT FOSDICK DR NW #200 GIG HARBOR WA 98335 2320	404132	SNACK BAR

Subject: Parks & Recreation Concerts on the Park (Summer Sounds at Skansie)

Proposed Council Action: Authorize the Mayor to execute nine contracts for the 2011 Summer Sounds Concert Series at Skansie Brothers Park for a total of Nine Thousand Six Hundred Fifty-Five Dollars (\$9,655.00).

Dept. Origin: Public Works - Operations

Prepared by: Laureen Lund
Marketing Director

For Agenda of: May 23, 2011

Exhibits: Contracts

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial & Date

SLH 5/10/11

POK

Approved via email 5/11

5/9/11

JR 5/9/11

Expenditure	Amount	Appropriation
Required \$ 9,655	Budgeted \$ 22,000	Required 0

INFORMATION / BACKGROUND

Attached are nine contracts for the 2011 Summer Sounds at Skansie Concert Series.

All dates	Pacific Stage	\$3,555.00
28-Jun	Peter Johnson	\$ 300.00
12-Jul	Erin L. Sterling	\$ 500.00
19-Jul	Wanker Productions	\$ 2,000.00
26-Jul	S&G Entertainment	\$1,000.00
2-Aug	Don Miller	\$ 875.00
9-Aug	Ali Marcus	\$ 425.00
16-Aug	Robert Seeley	\$ 500.00
23-Aug	David Correa	\$ 500.00
		<u>\$9,655.00</u>

FISCAL CONSIDERATION

Corporate contributions collected (\$22,000) will also cover staff expenses at the events to include Police, Public Works and Marketing overtime. Also covered in corporate contributions are printing of rack cards, purchasing of recycle and garbage cans and publicity. The expense is within the \$22,000 that was anticipated in the adopted 2011 budget, identified under the Parks Operating Fund, Objective No. 5.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to execute nine contracts for the 2011 Summer Sounds Concert Series at Skansie Brothers Park for a total of Nine Thousand Six Hundred Fifty-Five Dollars (\$9,655.00).

**CONTRACT FOR SUMMER CONCERT SERIES
CONTRACTOR AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and PACIFIC STAGE, INC., a Washington corporation, whose address is 703 S Cushing Street SW Olympia, WA 98502 (hereinafter the "Contractor").

RECITALS

WHEREAS, the City wishes to engage the Contractor to provide sound services, as part of the Gig Harbor 2011 Summer Concert Series; and

WHEREAS, the Contractor agrees to provide such services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert series on: June 28th 2011, July 5th 2011, July 12th 2011, July 19th 2011, July 26th 2011, August 2nd 2011, August 9th 2011, August 16th 2011, August 23rd 2011, with an expected audience of 300-2500 persons. The concerts will take place regardless of the weather, rain or shine.

The Contractor agrees to provide sound services at the above listed concerts. Between the hours of 6:30 p.m. to 8:00 p.m, with set up anytime after 3pm.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Contractor will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Contractor Three Hundred Ninety Five Dollars and no cents (\$395.00) for each performance, which shall be paid to Pacific Stage, Inc. by mail to the address set forth at the end of this contract, following each specified performance listed in section I. Services and Date of Performance. In order to facilitate payment the City requests that the Contractor submit separate invoices for each performance to City 30 days prior to concert date(s).

III. Relationship of Parties

The Contractor will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Contractors or his employees, agents and sub-consultants. The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

III. General Provisions.

Any assignment of this Contract by the Contractor without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2011.

THE CITY OF GIG HARBOR

By:  _____

Dave Sederberg, President
Pacific Stage, Inc.
703 Cushing SW
Olympia, WA 98502
360-786-8883

By: _____
Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Peter Johnson (dba Perry Acker Band), whose address is 6101 51st Ave NW, Gig Harbor, WA 98335 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2011 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, June 28th, 2011, with an expected audience of 300-600 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, June 28th, 2011, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc. under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, June 28th, 2011. The Performer's dress should be casual and reflect the weather. The City will provide water for the Performer.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer three hundred dollars and no cents (\$300.00), which shall be paid to Perry Acker Band on Tuesday, June 28th, 2011, immediately following the performance. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.


III. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

The Performer is responsible for licensing of any copyrighted music.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2011.

THE CITY OF GIG HARBOR

By:  _____

Peter Johnson
dba Perry Acker Band
6101 51st Ave NW
Gig Harbor, WA 98335
253-651-9022

By: _____
Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Erin L. Sterling, whose address is 2805 41st St NW, Gig Harbor, WA 98335 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2011 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, July 12th, 2011, with an expected audience of 300-600 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, July 12th, 2011, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc. under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, July 12th, 2011. The Performer's dress should be casual and reflect the weather. The City will provide water for the Performer.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer five hundred dollars and no cents (\$500.00), which shall be paid to Erin L. Sterling on Tuesday, July 12th, 2011, immediately following the performance. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.


III. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

The Performer is responsible for licensing of any copyrighted music.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2011.

THE CITY OF GIG HARBOR

By: 

Erin L. Sterling
2805 41st St NW
Gig Harbor, WA 98335
206-595-2015

By: _____
Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Wanker Productions, Inc. (dba The Beatniks), a Washington corporation, whose address is 5114 Point Fosdick Drive NW E 110, Gig Harbor, WA 98335 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2011 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, July 19th, 2011, with an expected audience of 1000-1200 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, July 19th, 2011, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc., under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, July 19th, 2011. The Performer's dress should be casual and reflect the weather. The City will provide water for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer two thousand dollars and no cents (\$2,000.00), which shall be paid to The Beatniks by mail to the address set forth at the end of this contract, following the performance on Tuesday, July 19th, 2011. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties


The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

III. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

The Performer is responsible for licensing of any copyrighted music.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 21 day of MARCH, 2011.

By: 

Mark Nelson
Wanker Productions, Inc.
5114 Point Fosdick Dr NW E 110
Gig Harbor, WA 98335
~~425-351-8273~~
253-267-3096
mark@thebeatniks.com

THE CITY OF GIG HARBOR

By: _____
Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and S & G Entertainment, Inc. (dba Sambatuque), a Washington corporation, whose address is 2113 221st Place NE, Sammamish, WA 98074 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2011 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, July 26th, 2011, with an expected audience of 300-600 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, July 26th, 2011, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc., under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, July 26th, 2011. The Performer's dress should be casual and reflect the weather. The City will provide water for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer one thousand dollars and no cents (\$1,000.00), which shall be paid to S & G Entertainment by mail to the address set forth at the end of this contract, following the performance on Tuesday, July 26th, 2011. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties


The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

III. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

The Performer is responsible for licensing of any copyrighted music.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2011.

By:  _____

Sharon Stevens
S & G Entertainment
2113 221st Place NE
Sammamish, WA 98074
425 221 3767

THE CITY OF GIG HARBOR

By: _____
Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Don Miller, whose address is 4511 69th Ave Ct. W., University Place, WA 98466 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2011 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, August 2nd, 2011, with an expected audience of 300-600 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, August 2nd, 2011, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc. under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, August 2nd, 2011. The Performer's dress should be casual and reflect the weather. The City will provide water for the Performer.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer eight hundred seventy five dollars and no cents (\$875.00), which shall be paid to Don Miller on Tuesday, August 2nd, 2011, immediately following the performance. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

III. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

The Performer is responsible for licensing of any copyrighted music.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2011.

THE CITY OF GIG HARBOR

By:  _____

Don Miller
4511 69th Ave Ct W
University Place, WA 98466
253-565-9752

By: _____
Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Ali Marcus, whose address is 809 7th St., Anacortes, WA 98221 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2011 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, August 9th, 2011, with an expected audience of 300-600 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, August 9th, 2011, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc. under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, August 9th, 2011. The Performer's dress should be casual and reflect the weather. The City will provide water for the Performer.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer four hundred twenty five dollars and no cents (\$425.00), which shall be paid to Ali Marcus on Tuesday, August 9th, 2011, immediately following the performance. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

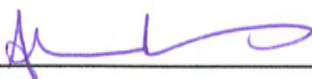
III. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

The Performer is responsible for licensing of any copyrighted music.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2011.

THE CITY OF GIG HARBOR

By:  _____

Ali Marcus
809 7th St
Anacortes, WA 98221
206 568 5409

By: _____
Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Robert Seeley, whose address is 255 S. 197th St, Des Moines, WA 98148 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2011 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, August 16th, 2011, with an expected audience of 300-600 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, August 16th, 2011, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc. under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, August 16th, 2011. The Performer's dress should be casual and reflect the weather. The City will provide water for the Performer.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer five hundred dollars and no cents (\$500.00), which shall be paid to Robert Seeley on Tuesday, August 16th, 2011, immediately following the performance. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

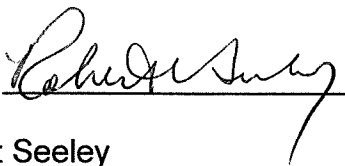
III. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

The Performer is responsible for licensing of any copyrighted music.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2011.

THE CITY OF GIG HARBOR

By:  _____

Robert Seeley
255 S. 197th St.
Des Moines, WA 98148
253 632 6388

By: _____
Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and David Correa, whose address is 6567 Conestoga Lane, Dublin, CA 94568 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2011 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, August 23rd, 2011, with an expected audience of 300-600 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, August 23rd, 2011, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc. under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, August 23rd, 2011. The Performer's dress should be casual and reflect the weather. The City will provide water for the Performer.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer five hundred dollars and no cents (\$500.00), which shall be paid to David Correa on Tuesday, August 23rd, 2011, immediately following the performance. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

III. General Provisions.

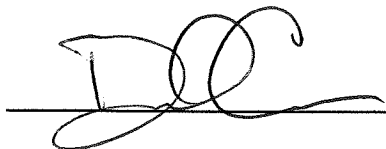
Any assignment of this Contract by the Performer without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

The Performer is responsible for licensing of any copyrighted music.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2011.

THE CITY OF GIG HARBOR

By:



David Correa
6567 Conestoga Lane
Dublin, CA 94568
951-254-1783

By:

Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk



Business of the City Council
City of Gig Harbor, WA

Subject: Resolution of Support for Gig Harbor Arts Alliance Performing Arts Center

Proposed Council Action: Adopt a Resolution expressing the City's support for a Performing Arts Center in Gig Harbor.

Dept. Origin: Administration

Prepared by: Rob Karlinsey
City Administrator

For Agenda of: May 23, 2011

Exhibits: Resolution

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty: email 5-13-11

Approved by Finance Director: 5/10/11

Approved by Department Head:

Initial & Date
CKH 5/16/11
ROK 5/13/11
5/10/11

Expenditure Required	n/a	Amount Budgeted	n/a	Appropriation Required	n/a
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INFORMATION / BACKGROUND

At the April 11th Council meeting, Ann Knapp presented information on the effort to bring a combination visual and performing arts facility to Gig Harbor. Ms. Knapp explained that they are early in the planning process and will need people with expertise to guide them through the process. She explained that they are not asking the city for money, but for buy-in and an interest in partnering.

Gig Harbor Arts Commissioner Julene Shaw voiced the Commission's unanimous support for a performing arts facility. She added that that they understand that the city cannot commit monetarily, but said that Council's support would make it easier to campaign.

After discussion at the April 22nd Council retreat, Council concurred that although no monetary support is available, the Gig Harbor Arts Commission could volunteer their time. Staff was directed to draft a resolution of support that doesn't commit city resources.

FISCAL CONSIDERATION

n/a

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION / MOTION

Move to: Adopt a Resolution expressing the City's support for a Performing Arts Center in Gig Harbor.

RESOLUTION NO. 861

**A RESOLUTION RELATING TO THE ESTABLISHMENT
OF A VISUAL AND PERFORMING ARTS CENTER IN GIG
HARBOR; EXPRESSING THE CITY OF GIG HARBOR'S
SUPPORT FOR SUCH A FACILITY.**

WHEREAS, the City of Gig Harbor is committed to the promotion of its artistic and cultural resources for the benefit of its residents and visitors; and

WHEREAS, the City of Gig Harbor wishes to encourage public programs to further the development and public awareness of fine arts and performing arts in our community; and

WHEREAS, a visual and performing arts center would help increase tourism that will provide long term economic opportunities for local businesses; and

WHEREAS, the Gig Harbor Arts Commission has indicated their enthusiastic support of the Gig Harbor Arts Center Alliance to create an arts facility in Gig Harbor; and

WHEREAS, the establishment of an arts center is consistent with these objectives and will further the economic prosperity and quality of life for Gig Harbor residents and its visitors; and

WHEREAS, although supportive of the concept the City will not commit funding support or staff time at this time; now, therefore;

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

The City Council expresses its support for the establishment of a performing arts center in Gig Harbor.

RESOLVED this 23rd of May, 2011.

Charles L. Hunter, Mayor

ATTEST:

Molly M. Towslee, City Clerk

Filed with City Clerk: 05/13/11
Passed by City Council: 05/23/11
Resolution No. 861



Subject: Interlocal with Pierce County Elections for a Voting Center.

Proposed Council Action:

Motion to approve and authorize the Mayor to sign the Interlocal Agreement with Pierce County for use of the Civic Center as a Voting Center.

Dept. Origin: Administration

Prepared by: Molly Towslee, City Clerk *MT*

For Agenda of: May 23, 2011

Exhibits: Interlocal Agreement

Concurred by Mayor: Initial & Date *CLH 5/16/11*

Approved by City Administrator: *PK 5/16/11*

Approved as to form by City Atty: *email 5/16/11*

Approved by Finance Director: *DR 5/16/11*

Approved by Department Head: _____

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

Pierce County was Washington's last holdout against all-mail-in voting but the county wished to keep a few of its 125 ballot scanners for the handful of voting centers established for people who need assistance. Pierce County Auditor's office has requested use of the Gig Harbor Civic Center Council Chambers as the voting center on the west side of The Narrows Bridge.

Voting occurs four times a year, plus any special elections, from the hours of 6:00 a.m. – 9:00 p.m. (polling hours are 7:00 a.m. – 8:00 p.m.). Staffing would be coordinated and/or provided by the County. At this time we do not have an estimate of the number of voters who may take advantage of this service.

At the April 25th meeting, Council directed legal counsel to draft an Interlocal Agreement with Pierce County for the use of the room.

FISCAL CONSIDERATION

Pierce County Elections will pay the Facility Use Rate established at the time of use. This will be required to be paid at least two weeks in advance of the usage.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Motion to approve and authorize the Mayor to sign the Interlocal Agreement with Pierce County for use of the Civic Center as a Voting Center.

**INTERLOCAL AGREEMENT BETWEEN
CITY OF GIG HARBOR AND PIERCE COUNTY
FOR USE OF GIG HARBOR CIVIC CENTER**

THIS AGREEMENT is made by and between the CITY OF GIG HARBOR, a Washington municipal corporation (the "City"), and PIERCE COUNTY, a political subdivision of the State of Washington, on behalf of Pierce County Elections (the "County").

WHEREAS, the City and the County desire to cooperate pursuant to chapter 39.34 RCW, the Interlocal Cooperation Act, in order to make the most efficient use of their respective governmental powers within their jurisdiction; and

WHEREAS, the City desires to cooperate with the County in providing a facility for the County's use as a voting facility for regular and special elections;

NOW, THEREFORE, in consideration of the mutual representations and covenants contained herein, the parties agree as follows:

1. Purpose. This Agreement is intended to allow the County to use the Council Chambers of the City's Civic Center located at 3510 Grandview Drive, Gig Harbor, WA 98335, as a voting facility for regular and special elections.

2. Term. This Agreement shall commence on June 1, 2011, and shall continue until it is terminated. Either party may terminate this Agreement for any reason upon ten (10) days written notice to the other party, provided that the termination does not become effective less than sixty (60) days before a scheduled election, unless mutually agreed by both parties.

3. Initial Dates and Times of Facility Use; Cancellation. The City agrees to allow the County to use the Council Chambers on the following dates from 6:00 a.m. to 9:00 p.m.:

August 16, 2011
November 8, 2011
February 14, 2012
April 17, 2012
August 7, 2012
November 6, 2012

Additional dates and variations on times may be approved by the City Administrator or designee subject to space availability. Equipment may be delivered the day before an election. The County retains risk of loss and damage associated with County equipment on the premises. The County will notify the City as soon as it learns of any need for cancellation.

4. Fees. The fee for use of the Council Chambers is \$75.00 per day and shall be paid to the City no later than two weeks prior to the scheduled date of use. This rate may be adjusted by the City after 2011 in accordance with the established rates in effect at the time of room usage.

5. Terms of Facility Use.

5.1 Use of the Civic Center facilities shall not be in violation of any Pierce County or City of Gig Harbor ordinances or regulations. Similarly, all functions shall be in compliance with the laws of the State of Washington.

5.2 The maximum number of people permitted in any City Civic Center facility shall be restricted to the posted occupancy limits. Occupancy limits are as follows: Room 232, Council Chambers – 108.

5.3 Smoking and alcoholic beverages are prohibited in Civic Center facilities.

5.4 Care should always be taken while moving tables and chairs, so that walls, doorways and floors are not scratched or damaged. This care includes carpeted areas.

5.5 Prior to leaving, all tables and chairs are to be returned to their original position. Any spills or other messes should be cleaned up and lights turned out. Every attempt should be made to leave the building spotlessly clean. The group supervisor shall personally inspect the room used by the group with the city staff member, if assigned, to determine compliance with after-activity clean-up.

5.6 Should an emergency arise during normal operating hours (9:00 a.m. to 5:00 p.m.) requiring emergency service (fire, medical or police), the user group shall notify the receptionist. After normal operating hours, the group supervisor shall call 9-1-1 from the telephone in the Council Chamber. If any injury, accident or illness occurs, after administering first aid and contacting 9-1-1, the scene shall be secured and the custodian shall be contacted.

5.7 The County shall be responsible for any building damage, lost, misplaced or damaged equipment and any other losses deemed to be the responsibility of the County. The County acknowledges the City is not responsible for and assumes no liability for lost, stolen or damaged County property on the premises.

5.8 No activity shall interfere with any other activity taking place in the same building. Consideration must be given to those who work in the building, especially with regard to noise levels.

6. No Relationship Created. City and County understand and agree that no special relationship or joint entity is created by this Agreement. Each party shall be responsible for financing its own obligations and requirements under this Agreement.

No property, real or personal, shall be acquired, held or disposed of jointly as a result of this Agreement.

7. Insurance and Indemnification.

7.1 The parties shall separately maintain their own appropriate liability and casualty insurance policies as they, in their sole discretion, deem appropriate.

7.2 The County shall hold harmless, indemnify and defend the City, its officers, elected and appointed officials, employees and agents from and against all claims, actions, damages and lawsuits, including costs and reasonable attorney's fees, resulting from, arising out of or suffered, directly or indirectly, by reason of or in connection with the use of the facility and performance of this Agreement; PROVIDED, that the obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the City, its officers, elected and appointed officials, employees or agents; PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the County's obligations hereunder shall apply only to the percentage of fault not attributable to the City, its employees or agents. It is further specifically and expressly understood that the indemnification provided herein constitutes the County'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.

7.3 Nothing contained in this section shall be deemed to waive any other immunities established pursuant to state statutes or to create third party rights or immunities.

8. 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.

9. 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.

10. 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.

11. 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: City Administrator
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6127

If to County at:

Pierce County Elections Center
Attn: Cindy Hartman
2501 South 35th Street, Suite C
Tacoma, WA 98409
(253) 798-6587

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

12. Recording/Posting. The City shall, within 10 days after this Agreement is executed by both parties, record this Agreement with the Pierce County Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source as allowed in RCW 39.34.040.

13. Entire Agreement. This Agreement is the entire agreement between parties and supersedes and merges with any prior agreements of the parties, written or oral. This Agreement shall be amended only in writing with the written consent of the parties.

CITY OF GIG HARBOR

PIERCE COUNTY

Mayor Charles L. Hunter
Date: _____

By: _____
Its: _____
Date: _____

ATTEST:

Approved:

Molly Towslee, City Clerk

Director of Risk Management

APPROVED AS TO FORM:
Office of the City Attorney

APPROVED AS TO FORM:
Office of the Prosecuting Attorney

City Attorney

Deputy Prosecuting Attorney



Subject: Contract Authorization - Tree Removal at Wilkinson Farm Park

Proposed Council Action: Authorize the Mayor to execute the contract with Tri-Point Industries for their bid quotation not to exceed Three Thousand Nine Hundred Ninety-Eight Dollars and Twelve Cents (\$3,998.12), including sales tax.

Dept. Origin: Public Works - Operations

Prepared by: Marco Malich Public Works Superintendent

For Agenda of: May 23, 2011

Exhibits: Small Public Works Contract

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Handwritten initials and date: CLH 5/17/11

Handwritten initials: RJK

Handwritten note: ok by email 5/18

Handwritten initials and date: CR 5/16/11

Table with 4 columns: Expenditure, Amount, Budgeted, Appropriation. Row 1: Required \$3,998.12, Budgeted \$0, Appropriation Required \$0. Handwritten note: \$3,998.12

INFORMATION / BACKGROUND

Wilkinson Farm Park contains a historic holly grove that was established around 1925 for the sale of harvested holly and crafted wreaths. Over the years, maple trees have encroached on the grove, putting the health of the holly in danger. In order to reclaim the orchard, the overgrown maple trees need to be thinned. This contract provides for the removal of three zones of approximately (18) medium-sized big leaf maple trees that are interfering with the holly orchard. All trees will be removed, chipped and the site will be left clean of all debris.

In accordance with the City's Small Works Roster Process (Resolution No. 797), eleven contractors were contacted for price quotations. Three contractors responded with the following price quotation proposals:

- Tri-Point Industries \$3,988.12, including sales tax
• Larson Logging & Tree Service Inc. \$5,149.00, including sales tax
• Evergreen Tree Experts LLC \$6,070.40, including sales tax

FISCAL CONSIDERATION

Routine maintenance projects in our City parks were anticipated in the adopted 2011 budget. Sufficient funds are available in the Parks Repairs and Maintenance Fund.

BOARD OR COMMITTEE RECOMMENDATION

The reclamation of the holly orchard has been discussed and is supported by the Parks Commission.

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to execute the contract with Tri-Point Industries for their bid quotation not to exceed Three Thousand Nine Hundred Ninety-Eight Dollars and Twelve Cents (\$3,998.12), including sales tax.

CITY OF GIG HARBOR
SMALL PUBLIC WORKS CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____, 2011, by and between the City of Gig Harbor, Washington, hereinafter referred to as the City, and Tri-Point Industries, hereinafter referred to as the Contractor.

FOR AND IN CONSIDERATION of the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. Scope of Work.

The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, etc. necessary to perform and complete in a workmanlike manner the work set forth in the Scope of Work, Items 2, 3 and 4, attached hereto as Exhibit A, and incorporated herein by reference.

2. Time of Performance and Completion.

The work to be performed under this Contract shall commence as soon as the Contractor has received a Notice to Proceed from the City and in accordance with the schedule set forth in the Scope of Work.

3. Payments.

The Contractor agrees to perform all work called for at the rate of \$56.31, plus applicable Washington State Sales Tax. Said sum shall constitute full compensation for all labor, materials, tools, appliances, etc. required to perform the required services. Total compensation shall not exceed \$3,998.12.

4. Retainage.

Pursuant to RCW 60.28.011, five percent (5%) of all monies earned by the Contractor shall be retained by the City for the purposes mentioned in said statute. The Contractor elects to have these monies (check one):

X Retained in a fund by the City until sixty (60) days following the final acceptance of said improvement or work as completed;

_____ Deposited by the City in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of said improvement or work as completed, or until agreed to by both parties: Provided, that interest on such account shall be paid to the Contractor; or

_____ Placed in escrow with a bank or trust company by the City until sixty (60) days following the final acceptance of said improvement or work as completed. When the monies reserved are to be placed in escrow, the City shall issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the City and such bonds and securities shall be held in escrow. Interest on such bonds and securities shall be paid to the Contractor as the said interest accrues.

5. Performance and Payment Bond - 50% Letter.

A. The Contractor shall execute and deliver to the City a bond, on forms supplied or approved by the City, with an approved surety company as surety, in the sum of the full amount of the Contract plus the applicable Washington State Sales Tax, in compliance with RCW 39.08.010 through 39.08.060 and any amendments thereto. The surety on any such bond shall be a surety company duly authorized to transact surety business under the laws of the State of Washington. In lieu of such a bond, the Contractor may provide a letter of credit in the same sum and subject to the same conditions, in a form approved by the City Attorney.

B. If the amount of this Contract is Thirty-five Thousand Dollars (\$35,000) or less, the Contractor may, at its option, in lieu of the bond specified in subparagraph A, have the City retain fifty percent (50%) of the contract amount for a period of thirty (30) days after the date of completion of services, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

6. Indemnity.

A. The Contractor shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorneys fees in defense thereof, for injuries, sickness or death of persons, or damage to property, which is caused by or arises out of the Contractor's acts, errors or omissions in the performance of this Contract, provided, however, that

(1) the Contractor's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole negligence of the City, its officers, agents or employees; and

(2) the Contractor's obligation to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence of the City and the Contractor shall apply only to the extent of the Contractor's negligence.

B. With respect to the obligations to hold harmless, indemnify and defend provided for herein, but only as they relate to claims brought against the City, its officers, agents and

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employees, the Contractor agrees to waive the Contractor's immunity under industrial insurance, Title 51 RCW, for any injury or death suffered by the Contractor's employees which is caused by or arises out of the Contractor's acts, errors or omissions in the performance of this Contract, and the Contractor further agrees that the obligation to indemnify, defend and hold harmless provided for herein extends to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties.

7. Insurance.

The Contractor shall secure and maintain in force throughout the duration of this Contract, comprehensive general liability insurance with a minimum coverage of not less than a single limit of \$1,000,000 for bodily injury, including death, and property damage per occurrence. The insurance will be written on an occurrence basis. The general liability policy shall name the City as an additional insured and shall include a provision prohibiting cancellation, changes and reductions of coverage under said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this Section shall be delivered to the City with the signed Contract. In addition, the Contractor shall secure and maintain workers' compensation insurance pursuant to the laws of the State of Washington.

8. Prevailing Wage.

A. The prevailing rate of wage to be paid to all workmen, laborers, or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Contract will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are attached hereto and by reference made a part of this Contract as though fully set forth herein.

B. On or before the date of commencement of the work, the Contractor shall file a statement under oath with the City and with the Director of Labor and Industries certifying the rate of hourly wage paid and to be paid each classification of laborers, workmen, or mechanics employed upon the work by the Contractor or any Subcontractor, which shall not be less than the prevailing rate of wage. Such statement and any subsequent statement shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries.

9. Termination.

A. Termination for Contractor's Default. If the Contractor refuses or fails to make adequate progress of the work, or to prosecute the work or any separable part thereof with such diligence that will insure its completion within the time specified in this Contract, or

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defaults under any provision or breaches any provision of this Contract, the City may serve notice upon the Contractor and its surety of the City's intention to terminate by default the right of the Contractor to perform the Contract, and unless within ten (10) days after the serving of such notice, the Contractor shall satisfactorily arrange to cure its failure to perform and notify the City of the corrections to be made, the right of the Contractor to proceed with the work shall terminate. In the event of any such termination, the City shall serve notice thereof upon the Surety and the Contractor, provided, however, that if the Surety does not commence performance thereof within twenty (20) days from the date of the mailing to such Surety of the notice of termination, the City may take over the work and prosecute the same to completion by Contract or otherwise for the account and at the expense of the Contractor. In the case of termination for default, the Contractor shall not be entitled to receive any further payment until the work is finished.

B. Termination by City for Convenience. The performance of work under this Contract may be terminated by the City in accordance with this paragraph in whole or in part, whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance or work under the Contract is terminated, and the date upon which such termination becomes effective. The Contractor shall stop work on the project upon the date set forth in the Notice of Termination and shall take such actions as may be necessary, or as the City may direct, for the protection and preservation of the work. After receipt of a Notice of Termination, the Contractor shall submit to the City its termination claim, in the form and with the certification prescribed by the City. Such claim shall be submitted promptly but in no event later than 3 months from the effective date of the termination. Upon approval by the City, the termination claim shall be paid.

C. Termination by Contractor. If the work should be stopped under an order of any court, or other public authority, for a period of thirty (30) days, through no act or fault of the Contractor or of anyone employed by him, then the Contractor may, upon seven (7) days written notice to the City, terminate this Contract and recover from the City payment for all work executed and any proven loss sustained. Should the City fail to pay to the Contractor, within the payment period provided for in this Contract, any sum due and owing, then the Contractor may, upon seven (7) days written notice to the City, stop the work or terminate this Contract.

10. Compliance with Laws. The Contractor shall at all times comply with all applicable state and local laws, rules, ordinances and regulations.

11. Nondiscrimination. Except to the extent permitted by a bona fide occupational qualification, the Contractor agrees that the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, natural origin, sex, sexual orientation, or age.

12. Independent Contractor. No agent, employee or representative of the Contractor shall be deemed to be an agent, employee or representative of the City for any purpose. Contractor shall be solely responsible for all acts of its agents, employees, representatives and subcontractors during the performance of this contract.

13. Legal Action. In the event that either party shall bring suit to enforce any provision of this Contract or to seek redress for any breach, the prevailing party in such suit shall be entitled to recover its costs, including reasonable attorneys' fees.

CITY OF GIG HARBOR

CONTRACTOR

MAYOR CHARLES L. HUNTER
Date: _____

Tri Point Industries, Inc.

By: *Justin*

Title: *Vee President*

Date: *5/13/2011*

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

EXHIBIT A

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TRI POINT

PAGE 01/01

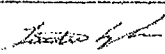
REQUEST FOR PRICE QUOTATION PROPOSALS
TREE REMOVAL – CRESCENT CREEK PARK & WILKINSON FARM CITY PARK
April 11, 2011
Page 3

SCOPE OF WORK

City of Gig Harbor
Tree Removal

Item	Description	Est. Hours	Hourly Rate	Total
1	Crescent Creek Park (flagged above pump house) 2 Large-Sized Big Leaf Maple Trees Remove trees, chip and clean up all debris. Stumps cut to ground.	24	112.37	2696.88
	Wilkinson Farm City Park (flagged/color coded trees) Medium-Sized Big Leaf Maple Trees Remove trees, chip and clean up all debris. Stumps cut to ground.			
2	Zone 1 - WHITE	24	56.31	1351.44
3	Zone 2 - GREEN	17.5	56.31	985.42
4	Zone 3 - RED	24	56.31	1351.44
	Sub-Total			6385.18
	WA State Sales Tax @ 8.4%			536.36
	Total			6921.54

**** All work to be completed by May 31, 2011**

Company Name: Tri Point Industries	
Address: 10107 74th Ave. NW, Gig Harbor, WA 98332	
Phone Number: 253-514-8890	Email: jlyles.tpi@gmail.com
UBI #: 602991349	Federal ID#: 27-1816257
Contact Name: Justin Lyles	
Signature: 	Date: 4/18/2011



Subject: Wastewater Treatment Plant (WWTP) Phase 1 Improvement Project -- Amendment No. 5 to Parametrix, Inc. Consultant Services Contract

Proposed Council Action: Approve and authorize the Mayor to execute Amendment No. 5 with Parametrix, Inc. in the not-to-exceed amount of \$65,036.48.

Dept. Origin: Public Works/Engineering

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

For Agenda of: May 23, 2011

Exhibits: Amendment #5 to Consultant Services Contract

	Initial & Date
Concurred by Mayor:	<u>CLH 5/17/11</u>
Approved by City Administrator:	<u>RSK</u>
Approved as to form by City Atty:	<u>approv via email 5/17/11</u>
Approved by Finance Director:	<u>DF 5/18/11</u>
Approved by Department Head:	<u>Jan 5/16/11</u>

Expenditure Required	\$65,036.48	Amount Budgeted	\$500,000.00	Appropriation Required	\$0
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INFORMATION / BACKGROUND

Additional funds are necessary to fund the continued and required Project Management support services that have occurred due to weather delays that has resulted in the completion of some major weather dependent work items as well as some major punch list items. The unusually wet winter and spring caused the delay of the final asphalt paving of the adjoining street along with the WWTP entrance roads as well as the completion of the final landscaping work components. Consequently, an additional \$25,436.25 is required to fund these additional support services.

The contract amendment also provides for Warranty support services on behalf of the City in which Parametrix will provide on going equipment operations and commissioning review as requested by the City along with ensuring that the two-year manufacturer equipment services relating to equipment failure corrective services are performed promptly and to the City's satisfaction. The cost of the services is based on a time and material basis not-to-exceed \$39,600.23.

FISCAL CONSIDERATION

Adequate funds exist within the Project Contingency fund for these necessary services as summarized below:

Original Project Contingency	\$1,247,056
Reduced Project Contingency for CO No. 1 through 5	\$1,057,103
Available contingency Balance	\$ 189,953
Less Change Order 5 and Contract Amendments	\$ 178,515
Remaining 2011 Budget	\$ 11,468

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve and authorize the Mayor to execute Amendment No. 5 with Parametrix, Inc. in the not-to-exceed amount of \$65,036.48.

**FIFTH AMENDMENT
TO
CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
PARAMETRIX, INC.**

THIS FIFTH AMENDMENT is made to that certain Consultant Services Contract dated March 24, 2008 (the "Agreement"), as amended by that certain First Amendment dated September 22, 2008, and amended by the Second Amendment dated September 13, 2010, and amended by the Third Amendment dated November 8, 2010, and amended by the Fourth Amendment dated February 14, 2011, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Parametrix, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 2102 No. Pearl Street, Suite 106, Tacoma, Washington 98406 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in completing the WWTP Phase 1 Expansion and Improvements Project and desires to extend consultation services in connection with the two year Warranty Services and other major work items; and

WHEREAS, section 18 of the Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant and to amend the amount of compensation paid by the City;

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

Section 1. Scope of Work. Section I of the Agreement is amended to add a scope of work for construction services related to the Warranty services and other work items as shown in **Exhibit A – Scope of Work**, attached to this Amendment and incorporated herein.

Section 2. Compensation. Section II(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit B** in an amount not-to-exceed Sixty Five Thousand, Thirty-Six dollars and 48 cents (\$65,036.48), attached to this Amendment and incorporated herein.

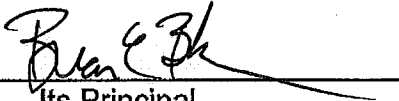
Section 3. Duration of Work. Section IV of the Agreement is amended to extend the duration of this Agreement to April 30, 2013.

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

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment on this _____ day of _____, 2011.

PARAMETRIX, INC.

CITY OF GIG HARBOR

By: 
Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A – SCOPE OF WORK FOR WARRANTY PERIOD

City of Gig Harbor Wastewater Treatment Plant Warranty Services for the WWTP

BACKGROUND

In March 2008, Parametrix was selected as the Owner's Rep to provide Project Management and Construction Management services for the Gig Harbor Wastewater Treatment Plant (WWTP) Upgrade. This scope of work describes the work to be performed by Parametrix to assist the City of Gig Harbor (City) during the two year warranty phase and close out of the WWTP Project. This amendment will cover services needed and as directed by the City during the two year warranty period. The estimated completion date is April 11th, 2013.

The overall goals of the project are:

- Continue the Construction Management services until the Contractor reaches physical completion.
- Represent the City as their Project Manager during the warranty period.
- Assist plant staff in coordination of warranty issues.

TASK 1 – ADDITIONAL CONSTRUCTION SUPPORT SERVICES

Objective

Due to the unforeseen weather impacts the overall construction for the WWTP Phase 1 Improvements has continued past the April 11, 2011 completion date. In order to continue the continuity of the overall project it is of utmost importance to continue the site visits, project documenting, verification of punch list items, and tracking the Contractor toward physical completion.

Approach

We will continue to monitor the project and assist the City with all issues related to the Phase 1 Improvements project that arise until physical completion is maintained. The following is a summary of activities included in project management:

- Ensure that punch list items are completed and tracked.
- Coordinate Building Department, Planning Department and City Engineering Department for final completion.
- Providing support for DOE grant funding close out, review and assist with negotiating any potential changes that may occur.
- Provide final project documentation.
- Review Contract final pay requests, track progress and report such to the City.

- Coordinate any final Design Team walk thru/site visit/ punch list related meetings.

Assumptions:

- The Contractor will be reach physical completion no later than May 31, 2011.
- Final project documentation will be submitted to the City no later than June 30, 2011.
- Contract is time and materials not to exceed without authorization from the City.
- Miscellaneous Expenses include but are not limited to mileage, bridge tolls, production costs, and postage. Budget estimate reflects a percentage of labor costs however actual expenses will be billed.

Deliverables

- Provide any documentation related to site visits needed and any associated photographs.
- Provide one set of project documentation binders and one CD of same documentation.

TASK 2 – WARRANTY SUPPORT

Objective

Execute the scope of work in an organized manner and support the City in an on-call basis during a 2 year Warranty period.

Approach

We will monitor the project and assist the City with all warranty issues related to the Phase 1 Improvements project that arise during the 2 year period. Problems are to be identified quickly and corrective action pursued with minimal delay. The following is a summary of activities included in project management:

Objectives: An allowance for two-year duration to:

- Ensure that warranty issues are reported and addressed in a timely manner.
- Coordinate issues and responses between the WWTP Staff and Cosmopolitan when required to review technical problems and other matters of significance.
- Providing ongoing operations and commissioning review as requested by the City during two-year warranty period.
- Assisting in addressing technical and operational issues during two-year warranty period.
- Parametrix will coordinate the final review/ walk thru. The Engineer of Record will prepare a 23-month review checklist of warranty items to be addressed by the Contractor prior to release of performance and maintenance bonds. H.R. Esvelt Engineering and CEG will attend the 23rd month walkthrough with City and Contractor.

Assumptions:

- Treatment plant supervisor will make requests for technical and operations review assistance to the Parametrix Project manager.
- The budget allowance under this task will be adjusted as required by addendum if allowance becomes low. Likewise, unused budget will be returned to the City and the task closed at the end of the two-year warranty period.
- Contract is time and materials not to exceed without authorization from the City.

Deliverables

- Provide any documentation related to site visits needed and any associated photographs.
- Provide 23 month checklist of warranty items to be completed.



Subject: Dedication of park property
Grantor – Harbor Hill LLC
Grantee – City of Gig Harbor

Proposed Council Action: Approve the Acceptance of the Quit Claim Deed

Dept. Origin: Planning Department

Prepared by: Cliff Johnson, Associate Planner

For Agenda of: May 23, 2011

Exhibits: Quit Claim Deed, Real Estate Excise Tax Affidavit, Vicinity Map

	Initial & Date
Concurred by Mayor:	<i>CLH 5/16/11</i>
Approved by City Administrator:	<i>RJK 5/14/11</i>
Approved as to form by City Atty:	<i>BY EMAIL</i>
Approved by Finance Director:	<i>JD 5/16/11</i>
Approved by Department Head:	<i>JD 5/16/11</i>

Expenditure	Amount	Appropriation
Required	Budgeted	Required
0	0	0

INFORMATION/BACKGROUND

On November 8, 2010 the City Council approved a resolution (Resolution No. 845) authorizing the City to enter into a development agreement with Harbor Hill LLC. The development agreement outlined specific benefits that Harbor Hill LLC would grant to the City in exchange for specific benefits the City would grant to Harbor Hill LLC. One of these specific items was that Harbor Hill LLC would dedicate Lot 3 of Harbor Hill Business Park to the City for use as a park.

In March of 2011 Harbor Hill LLC submitted a Limited Phase 1 Environmental Assessment of Lot 3 of Harbor Hill Business Park. The Phase 1 Environmental Assessment, prepared by Aspect Consulting, found no recognized environmental conditions affecting the property.

As part of the fulfillment of this portion of the development agreement obligations, Harbor Hill LLC will provide \$50,000 to be used towards park design fees. Harbor Hill intends to provide this payment to the City at a dedication ceremony tentatively scheduled for June 8th.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

The Planning and Building committee reviewed the development agreement, which included the proposed dedication, at its regular meeting of October 20, 2010 and recommended approval. Vote: 2-1; Councilmembers Kadzik and Conan for; Councilmember Franich against.

RECOMMENDATION / MOTION

RECOMMENDATION / MOTION

Move to: Approve the dedication of Lot 3 of the Harbor Hill Business Park as presented.

WHEN RECORDED, RETURN TO:

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

QUIT CLAIM DEED
(HARBOR HILL PARK SITE)

Grantor: Harbor Hill LLC, a Washington limited liability company

Grantee: City of Gig Harbor, a Washington municipal corporation

Legal Description:

LOT 3, BUSINESS PARK AT HARBOR HILL, PER THE PLAT THEREOF RECORDED UNDER AUDITOR'S FILE NUMBER 200605235007, SAID LOT 3 BEING PORTIONS OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., PIERCE COUNTY, WASHINGTON.

Assessor's Property Tax Parcel Account Numbers:

4002470030

Reference to Related Documents:

None.

EXHIBIT A

Description of Property

TAX PARCEL NUMBER 4002470030

LOT 3, BUSINESS PARK AT HARBOR HILL, PER THE PLAT THEREOF RECORDED UNDER AUDITOR'S FILE NUMBER 200605235007, SAID LOT 3 BEING PORTIONS OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., PIERCE COUNTY, WASHINGTON.



PLEASE TYPE OR PRINT

REAL ESTATE EXCISE TAX AFFIDAVIT

CHAPTER 82.45 RCW - CHAPTER 458-61A WAC

This form is your receipt when stamped by cashier.

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED

(See back of last page for instructions)

Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

Form sections 1, 2, 3: Seller/Grantor and Buyer/Grantee information, including names, addresses, and tax correspondence details.

Section 4: Street address of property (10310 Harbor Hill Drive, Gig Harbor, WA 98335) and legal description of the property.

Section 5: Select Land Use Code(s) (91 - Undeveloped land) and exemption status from property tax.

Section 6: Designation of property as forest land, current use, or special valuation.

Section (1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE) and continuation of special valuation.

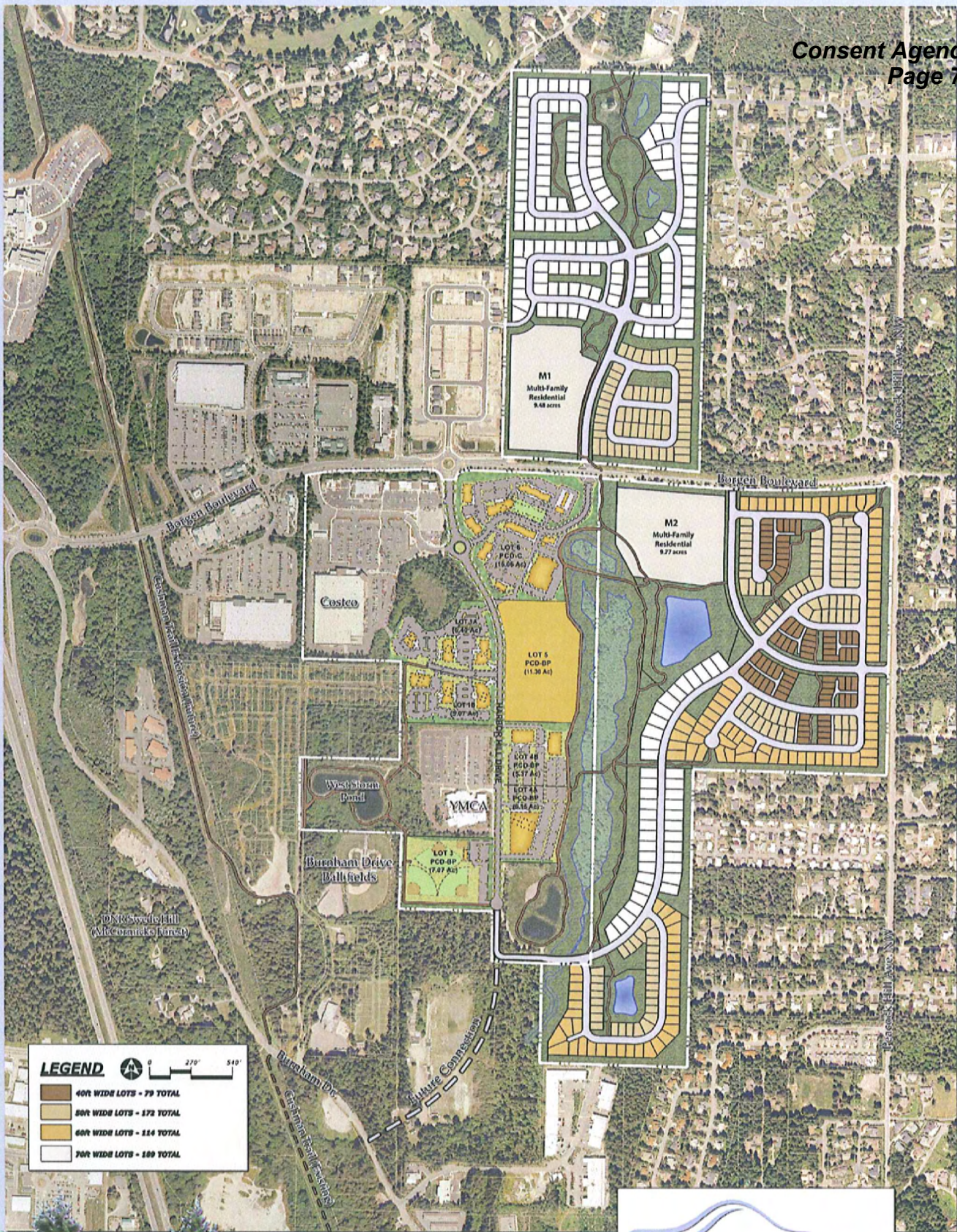
Section (2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY) and continuation of special valuation.

Section (3) OWNER(S) SIGNATURE and PRINT NAME.

Section 7: List all personal property included in selling price, exemption details, and tax calculation table.

Section 8: I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT. Includes signatures of Grantor and Grantee.

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).



LEGEND

0 270' 540'

- 40R WIDE LOTS - 79 TOTAL
- 60R WIDE LOTS - 172 TOTAL
- 80R WIDE LOTS - 114 TOTAL
- 70R WIDE LOTS - 189 TOTAL

HARBOR HILL

Master Planned Community in Gig Harbor by
www.harbor-hill.com

Olympic Property Group
A PPR Resources Company

TRIAD
REALTY

PYRAMID
ENGINEERING
LLC



Business of the City Council
City of Gig Harbor, WA

Subject: Dedication of Right-of-Way Easement Agreements for Point Fosdick Square Redevelopment Offsite Improvements (EN-11-0020)

Dept. Origin: Public Works/Engineering

Prepared by: Willy Hendrickson, Engineering Technician

Proposed Council Action:

Approve and authorize the Mayor to sign the Dedication Right-of-Way Easement Agreements for:

- 1) Point Fosdick Square LLC
- 2) Bank of America
- 3) Harbor Pacific Properties LLC

For Agenda of May 23, 2011

Exhibits: Three (3) Dedication of Right-of-Way Agreements

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial & Date

CLH 5/19/11

RSK

email 5/17/11

N/A

5/18/11

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

As a requirement of the Point Fosdick Square Redevelopment Project offsite improvements, the following Dedication of Right-of-Way Easement Agreements have been submitted for approval consideration.

1. Point Fosdick Square LLC – for the construction a sidewalk on 48th St. NW
2. Bank of America – for the construction of a sidewalk at Point Fosdick and 48th St. NW
3. Harbor Pacific Properties LLC – for the construction of a new traffic signal loop located on the west leg of the intersection of Point Fosdick and 48th St. NW

BOARD OR COMMITTEE RECOMMENDATION

None

FISCAL CONSIDERATION

None

RECOMMENDATION/MOTION

Approve and authorize the Mayor to sign the Dedication Right-of-Way Easement Agreements for: Point Fosdick Square LLC, Bank of America, and Harbor Pacific Properties LLC.

AFTER RECORDING RETURN TO:

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

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

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

Dedication of Right-of-Way

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

Harbor Pacific Properties LLC

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

City of Gig Harbor

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

A portion of Section 17, Township 21, Range 2, Quarter 34, Willamette Meridian, Pierce County.

Assessor's Property Tax Parcel or Account Number: 0221177035

Reference Number(s) of Documents assigned or released: _____

**DEDICATION OF
RIGHT-OF-WAY**

THIS DEDICATION OF RIGHT-OF-WAY, executed this date by Harbor Pacific Properties LLC, a Washington limited liability company, whose mailing address is 5312 Pacific Highway East, Fife, WA 98424-2602, as the "Grantor" herein:

WITNESSETH:

WHEREAS, Grantor owns a fee simple interest in the following real property, commonly known as Harbor Plaza, 5010 30th Avenue N.W., Gig Harbor, Washington, 98332, and legally described in **Exhibit A** attached hereto and incorporated herein (the "Property"); and

WHEREAS, Grantor desires to grant to the City of Gig Harbor (the "City") an easement consisting of public use of certain real properties for right-of-way and utility purposes;

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged,

GRANTOR HEREBY GRANTS AND CONVEYS to the City, a perpetual, nonexclusive right-of-way easement, to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, improve, replace and remove right-of-way, right-of-way related improvements and utilities under, in, along and upon that portion of the Property described in **Exhibit B** attached hereto and incorporated herein (the "Right-of-Way Easement"). The location of the Right-of-Way Easement is shown on the Right-of-Way Easement Location Map attached hereto as **Exhibit C** and incorporated herein. Grantor shall not permit any use under, over, in, along, across or upon the Right-of-Way Easement that interferes or is inconsistent with any use by the City or the public that is commonly associated with or accepted as an use or public purpose for a right-of-way.

[Remainder of page intentionally left blank.]

This Dedication of Right-of-Way shall be recorded in the records of the Pierce County Auditor Grantor and shall constitute a covenant running with the land for the benefit of the City, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused this Dedication of Right-of-Way to be executed this 4th day of May, 2011.

GRANTOR:

HARBOR PACIFIC PROPERTIES, LLC

By: Charles R Hogan
Its: Managing Member
Print Name: Charles Hogan

ACCEPTED:

CITY OF GIG HARBOR

By: _____
Its: Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF WASHINGTON)
COUNTY OF Pierce) ss.

I certify that I know or have satisfactory evidence that Charles Hogan 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 Managing Member of Harbor Pacific Prop., to be the free and voluntary

**EXHIBIT A
PROPERTY LEGAL DESCRIPTION**

Parcel C of Declaration of Boundary Line Revision recorded under recording number 8611200437 which amends Declarations of Boundary Line Revisions recorded under recording number 8509240475 and 8610280231 being portions of the Southeast quarter of the Southwest quarter of SECTION 17, and the Northeast quarter of the Northwest quarter of SECTION 20, in TOWNSHIP 21 NORTH, RANGE 2 EAST of the W.M., in Pierce County, Washington, described as follows:

Commencing at the Southeast corner of the Southwest quarter of said Section 17;
Thence North 88 degrees 29 minutes 17 seconds West 40.00 feet to the Westerly margin of Point Fosdick Road also the true point of beginning;
Thence South 02 degrees 01 minute 14 seconds West parallel with the North-South center line of said Section 20, a distance of 125.00 feet;
Thence leaving said margin North 88 degrees 29 minutes 17 seconds West, a distance of 689.89 feet;
Thence North 02 degrees 05 minutes 50 seconds East a distance of 362.36 feet;
Thence South 87 degrees 53 minutes 30 seconds East a distance of 281.50 feet;
Thence North 02 degrees 04 minutes 18 seconds East a distance of 61.49 feet;
Thence South 87 degrees 49 minutes 47 seconds East a distance of 209.00 feet;
Thence South 02 degrees 04 minutes 18 seconds West a distance of 145.00 feet;
Thence South 87 degrees 49 minutes 47 seconds East a distance of 154.02 feet;
Thence South 02 degrees 04 minutes 18 seconds West a distance of 85.38 feet;
Thence South 87 degrees 49 minutes 47 seconds East a distance of 45.09 feet;
Thence South 02 degrees 05 minutes 50 seconds West parallel with the North-South center line of said Section 20 a distance of 60.85 feet to the true point of beginning.

Together with the West 10 feet of the East 40 feet of the North 125 feet of the Northeast Quarter of the Northwest Quarter of said Section 20.

EXHIBIT B

LEGAL DESCRIPTION

SIGNAL LOOP EASEMENT

That portion of Parcel C of Boundary Line Revision recorded under recording number 8611200437 which amends Declarations of Boundary Line Revisions recorded under recording number 8509240475 and 8610280231, being portions of the of the Southeast quarter of the Southwest quarter of Section 17, and the Northeast quarter of the Northwest quarter of Section 20, in Township 21 North, Range 2 East of the Willamette Meridian, in Pierce County, Washington, more particularly described as follows:

COMMENCING at the South quarter corner of said Section 17;
THENCE North 88° 27' 50" West, 30.00 feet along the South line of said Section 17 to the West margin of Point Fosdick Drive Northwest, being the East line of Said Parcel C and the TRUE POINT OF BEGINNING;
THENCE CONTINUING North 88° 27' 50" West, 10.00 feet along said South line to an angle point on the East line of said Parcel C;
THENCE North 02° 05' 53" East, 9.18 feet along said East line;
THENCE North 88° 05' 30" West, 40.10 feet;
THENCE South 01° 52' 48" West, 11.00 feet;
THENCE South 54° 32' 27" East, 41.10 feet;
THENCE South 88° 27' 50" East, 18.00 feet to the East line of said Parcel C;
THENCE North 01° 29' 19" East, 24.50 feet along said East line to the TRUE POINT OF BEGINNING.

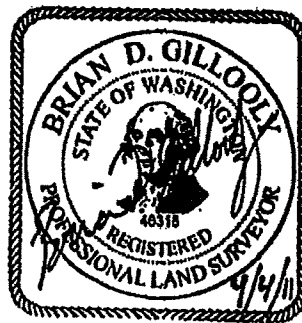
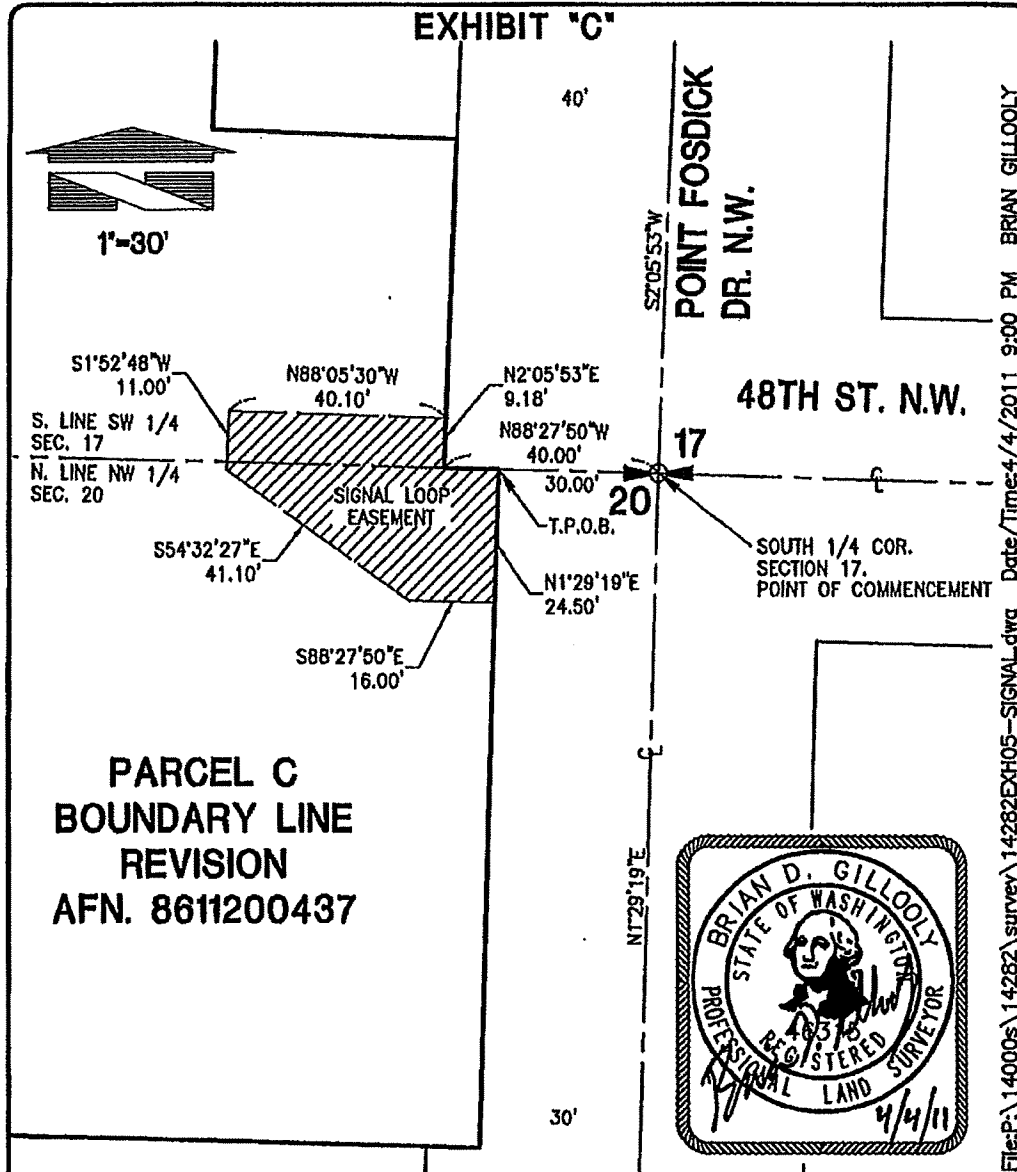
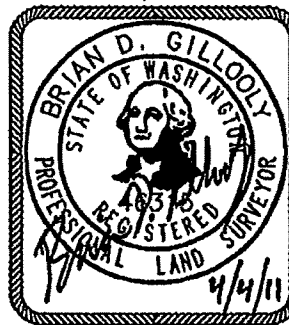



EXHIBIT C
GRAPHICAL DEPICTION
SIGNAL LOOP EASEMENT



PARCEL C
BOUNDARY LINE
REVISION
AFN. 8611200437



File: P:\14000s\14262\survey\14262EXH05-SIGNAL.dwg Date/Time: 4/4/2011 9:00 PM BRIAN GILLOOLY

SCALE: HORIZONTAL 1"=30' VERTICAL N/A  18215 72ND AVENUE SOUTH KENT, WA 98032 (425)251-6222 (425)251-8782 FAX CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES	For: SAFEWAY GIG HARBOR	JOB NUMBER 14282 14282L.009.DOC
	Title: SIGNAL LOOP EASEMENT EXHIBIT	SHEET 1 of 1
DESIGNED _____ DRAWN BDG _____ CHECKED BDG _____ APPROVED BDG _____ DATE 4/4/11		

AFTER RECORDING RETURN TO:

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

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

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

Dedication of Right-of-Way

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

Point Fosdick Square LLC

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

City of Gig Harbor

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

A portion of Section 17, Township 21, Range 2, Quarter 34, Willamette Meridian, Pierce County.

Assessor's Property Tax Parcel or Account Number: 0221174085

Reference Number(s) of Documents assigned or released: _____

**DEDICATION OF
RIGHT-OF-WAY**

THIS DEDICATION OF RIGHT-OF-WAY, executed this date by Point Fosdick Square LLC, a Washington limited liability company, whose mailing address is 1121 124th Avenue N.E., Bellevue, WA 98005-2101, as the "Grantor" herein:

WITNESSETH:

WHEREAS, Grantor owns a fee simple interest in the following real property, commonly known as Point Fosdick Square, 4811 Point Fosdick Drive N.W., Gig Harbor, Washington, 98332, and legally described in **Exhibit A** attached hereto and incorporated herein (the "Property"); and

WHEREAS, Grantor desires to grant to the City of Gig Harbor (the "City") an easement consisting of public use of certain real properties for right-of-way and utility purposes;

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged,

GRANTOR HEREBY GRANTS AND CONVEYS to the City, a perpetual, nonexclusive right-of-way easement, to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, improve, replace and remove right-of-way, right-of-way related improvements and utilities under, over, in, along, across and upon that portion of the Property described in **Exhibit B** attached hereto and incorporated herein (the "Right-of-Way Easement"). The location of the Right-of-Way Easement is shown on the Right-of-Way Easement Location Map attached hereto as **Exhibit C** and incorporated herein. Grantor shall not permit any use under, over, in, along, across or upon the Right-of-Way Easement that interferes or is inconsistent with any use by the City or the public that is commonly associated with or accepted as an use or public purpose for a right-of-way.

[Remainder of page intentionally left blank.]

This Dedication of Right-of-Way shall be recorded in the records of the Pierce County Auditor Grantor and shall constitute a covenant running with the land for the benefit of the City, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused this Dedication of Right-of-Way to be executed this 20th day of April, 2011.

GRANTOR:

POINT FOSDICK SQUARE LLC,
a Washington limited liability company

By: Safeway Inc.,
a Delaware corporation,
Its sole member

By: Ann C. Elliott
Its Assistant Vice-President
Print Name: Ann C. Elliott

By: [Signature]
Its Assistant Secretary
Print Name: Monique Dougherty

Form approved: [Signature]

ACCEPTED:

CITY OF GIG HARBOR

By: _____
Its: Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

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: _____

**EXHIBIT A
FULL LEGAL DESCRIPTION FOR
POINT FOSDICK SQUARE – GIG HARBOR BINDING SITE PLAN**

That portion of the Southwest quarter of the Southeast quarter of Section 17, Township 21 North, Range 2 East of the Willamette Meridian, in Pierce County, Washington, lying Southerly of a line parallel with and 100 feet Southerly, measured radially from the revised A2 line of SR-16, M.P. 8.34 to M.P. 18.87, Narrows Bridge to Olympic Drive, and lying Southwesterly of SR-16, M.P. 8.34 to M.P. 18.87, Narrows Bridge to Olympic Drive, plan dated March 19, 1970;

EXCEPT those portions conveyed to Pierce County by Quit Claim Deeds recorded March 17, 1975 under Recording Nos. 2594930 and 2594931 for 48th Street N.W.;

AND EXCEPT Point Fosdick-Gig Harbor County Road (30th Avenue N.W. a/k/a Point Fosdick Drive N.W.);

AND EXCEPT that portion conveyed to Pierce County for right of way for 107th Avenue N.W. a/k/a Point Fosdick Drive N.W. by deed recorded under Recording No. 2549648.

EXHIBIT B
LEGAL DESCRIPTION
SIDEWALK EASEMENT

That portion of the Southeast quarter of Section 17, Township 21 North, Range 2 East of the Willamette Meridian, in Pierce County, Washington, more particularly described as follows:

COMMENCING at the Southwest corner of said Southeast quarter;
THENCE South 88° 22' 08" East, 300.01 feet along the South line of said Section 17;
THENCE North 02° 06' 29" East, 20.00 feet to the North margin of 48th Street Northwest and the TRUE POINT OF BEGINNING;
THENCE South 88° 22' 08" East, 146.48 feet along said North margin;
THENCE North 86° 43' 53" West, 105.73 feet;
THENCE North 72° 51' 02" West, 19.19 feet;
THENCE North 88° 22' 08" West, 21.29 feet to a point which bears North 02° 06' 29" East from the TRUE POINT OF BEGINNING;
THENCE South 02° 06' 29" West, 10.00 feet to the TRUE POINT OF BEGINNING.

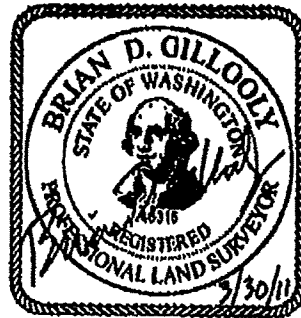
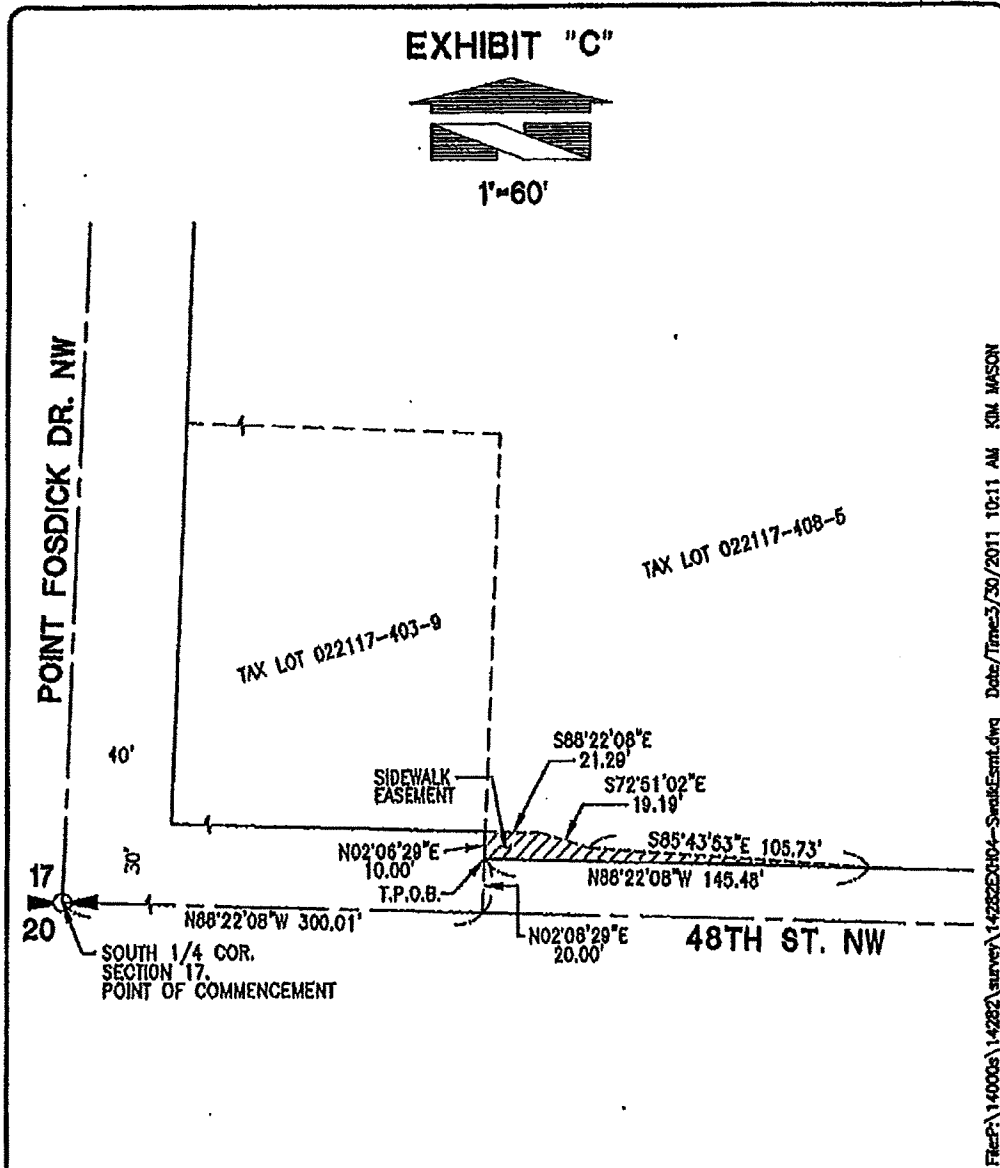



EXHIBIT C
GRAPHICAL DEPICTION
SIDEWALK EASEMENT



FileP:\14000s\14282\survey\14282ESR104-SwalkEsmt.dwg Date/Time:5/30/2011 10:11 AM KIM MASON

SCALE: HORIZONTAL 1"=60' VERTICAL N/A		For: CITY OF GIG HARBOR	JOB NUMBER 14282
 18215 72ND AVENUE SOUTH KENT, WA 98032 (425)251-8222 (425)251-8782 FAX CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES	Title: SIDEWALK EASEMENT		14282L.008.00C SHEET 1 of 1
	DESIGNED _____ DRAWN KMM CHECKED BDG APPROVED BDG DATE 03/25/11		

AFTER RECORDING RETURN TO:

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

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

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

Dedication of Right-of-Way

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

Bank of America, National Association, successor by merger to Tacoma Savings & Loan Association, an Association

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

City of Gig Harbor

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

A portion of Section 17, Township 21 North, Range 2 East, Quarter 43, Willamette Meridian, Pierce County.

Assessor's Property Tax Parcel or Account Number: 0221174039

Reference Number(s) of Documents assigned or released: _____

**DEDICATION OF
RIGHT-OF-WAY**

THIS DEDICATION OF RIGHT-OF-WAY, executed this date by Bank of America, National Association, successor by merger to Tacoma Savings & Loan Association, an Association, whose mailing address is, 800 5th Avenue, Seattle, WA 98104, WA1-501-13-02, as the "Grantor" herein:

WITNESSETH:

WHEREAS, Grantor owns a fee simple interest in the following real property, commonly known as, 4811 Point Fosdick Drive N.W., Gig Harbor, Washington 98332, and legally described in **Exhibit A** attached hereto and incorporated herein (the "Property"); and

WHEREAS, Grantor desires to grant to the City of Gig Harbor (the "City") an easement consisting of public use of certain real properties for right-of-way and utility purposes;

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged,

GRANTOR HEREBY GRANTS AND CONVEYS to the City, a perpetual, nonexclusive right-of-way easement, to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, improve, replace and remove right-of-way, right-of-way related improvements and utilities under, over, in, along, across and upon that portion of the Property described in **Exhibit B** attached hereto and incorporated herein (the "Right-of-Way Easement"). The location of the Right-of-Way Easement is shown on the Right-of-Way Easement Location Map attached hereto as **Exhibit C** and incorporated herein. Grantor shall not permit any use under, over, in, along, across or upon the Right-of-Way Easement that interferes or is inconsistent with any use by the City or the public that is commonly associated with or accepted as an use or public purpose for a right-of-way.

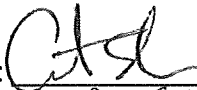
[Remainder of page intentionally left blank.]

This Dedication of Right-of-Way shall be recorded in the records of the Pierce County Auditor Grantor and shall constitute a covenant running with the land for the benefit of the City, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused this Dedication of Right-of-Way to be executed this 26 day of April, 2011.

GRANTOR:

Bank of America, National Association,
successor by merger to
Tacoma Savings & Loan Association,
an Association

By: 
Its: VP Portfolio Manager
Print Name: CARSTEN STEHL

ACCEPTED:

CITY OF GIG HARBOR

By: _____
Its: Mayor

ATTEST:

City Clerk

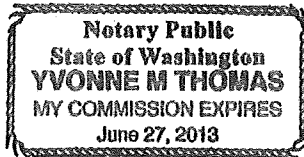
APPROVED AS TO FORM:

City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Carsten Stehr 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 Vice President of Bank of America, N. A., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: April 26, 2011



Yvonne M. Thomas
Printed: Yvonne M. Thomas
Notary Public in and for Washington,
Residing at Auburn
My appointment expires: 6-27-2013

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: _____

**EXHIBIT A
PROPERTY LEGAL DESCRIPTION**

COMMENCING at the Southwest corner of the Southeast quarter of Section 17, Township 21, North, Range 2 East of the W.M.; records of Pierce county, Washington;
THENCE along the South line of said Southeast quarter South 88° 22' 51" East 30 feet to a point on the east right of way line of 30th Avenue, N.W. (Point Fosdick-Gig Harbor county road) as existing prior to May 15, 1974;
THENCE along said East right of way line North 02° 05' 50" East 179.75 feet;
THENCE South 87° 54' 10" East 270 feet;
THENCE South 2° 05' 50" West 180 feet, more or less, to the South line of said Southeast quarter;
THENCE West along said south line 270 feet, more or less, to the point of beginning;

EXCEPT the West 10 feet thereof conveyed to Pierce County for right of way for Point Fosdick Drive, N.W. (107th Avenue, Northwest) by deed recorded under recording no. 2549648;

AND EXCEPT the South 30 feet for 48th Street Northwest.

EXHIBIT B
RIGHT-OF-WAY EASEMENT LEGAL DESCRIPTION

That portion of the Southeast quarter of Section 17, Township 21 North, Range 2 East of the Willamette Meridian, in Pierce County, Washington, more particularly described as follows:

COMMENCING at the Southwest corner of said Southeast quarter;
THENCE North 02° 05' 53" East, 63.94 feet along the West line of said Southwest quarter;
THENCE South 87° 54' 07" East, 40.00 feet to the East margin of Point Fosdick Drive Northwest and the TRUE POINT OF BEGINNING;
THENCE CONTINUING South 87° 54' 07" East, 11.87 feet;
THENCE parallel with said East margin South 02° 05' 53" West, 14.21 feet;
THENCE South 28° 55' 38" East, 15.67 feet;
THENCE South 69° 41' 50" East, 18.19 feet to the North margin of 48th Street Northwest;
THENCE North 88° 22' 08" West, 37.22 feet along said North margin to said East margin;
THENCE North 02° 05' 53" East, 33.62 feet along said East margin to the TRUE POINT OF BEGINNING.
(Containing approximately 550 square feet)

AND

That portion of the Southeast quarter of Section 17, Township 21 North, Range 2 East of the Willamette Meridian, in Pierce County, Washington, more particularly described as follows:

COMMENCING at the Southwest corner of said Southeast quarter;
THENCE South 88° 22' 08" East, 182.12 feet along the South line of said Southeast quarter;
THENCE North 01° 37' 52" East, 30.00 feet to the North margin of 48th Street Northwest and the TRUE POINT OF BEGINNING;
THENCE CONTINUING North 01° 37' 52" East, 3.00 feet to a line parallel with and 3.00 feet North of said North margin;
THENCE South 88° 22' 08" East, 3.00 feet along said parallel line;
THENCE South 01° 37' 52" West, 3.00 feet to said North margin;
THENCE North 88° 22' 08" West, 3.00 feet along said North margin to the TRUE POINT OF BEGINNING
(Containing approximately 9 square feet)

AND

That portion of the Southeast quarter of Section 17, Township 21 North, Range 2 East of the Willamette Meridian, in Pierce County, Washington, more particularly described as follows:

COMMENCING at the Southwest corner of said Southeast quarter;
THENCE South 88° 22' 08" East, 272.33 feet along the South line of said Southeast quarter;

THENCE North 01° 37' 52" East, 30.00 feet to the North margin of 48th Street Northwest and the TRUE POINT OF BEGINNING;
THENCE CONTINUING North 01° 37' 52" East, 5.00 feet to a line parallel with and 5.00 feet North of said North margin;
THENCE South 88° 22' 08" East, 3.00 feet along said parallel line;
THENCE South 01° 37' 52" West, 5.00 feet to said North margin;
THENCE North 88° 22' 08" West, 3.00 feet along said North margin to the TRUE POINT OF BEGINNING
(Containing approximately 15 square feet)

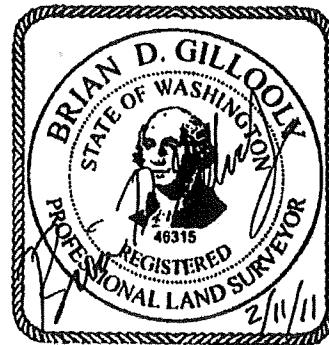
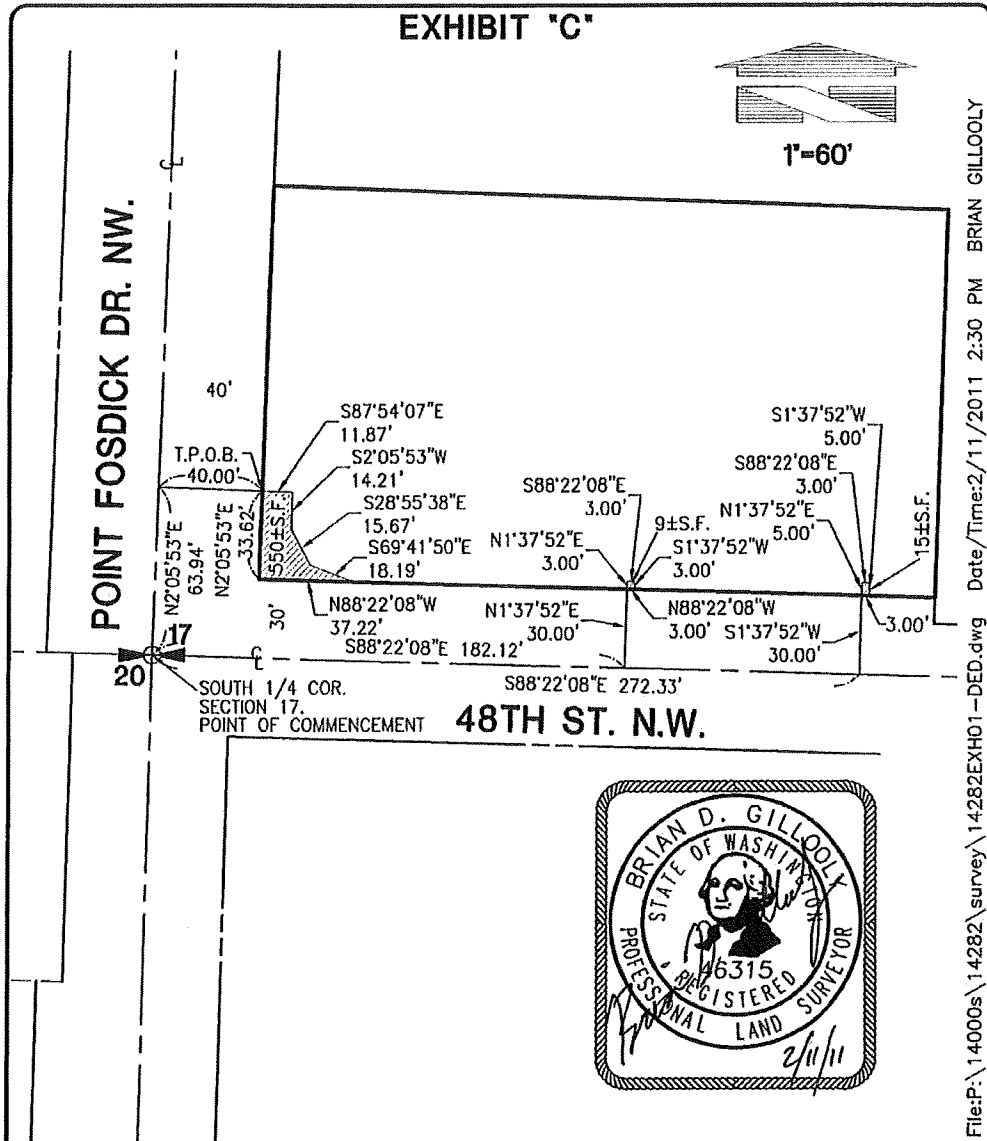

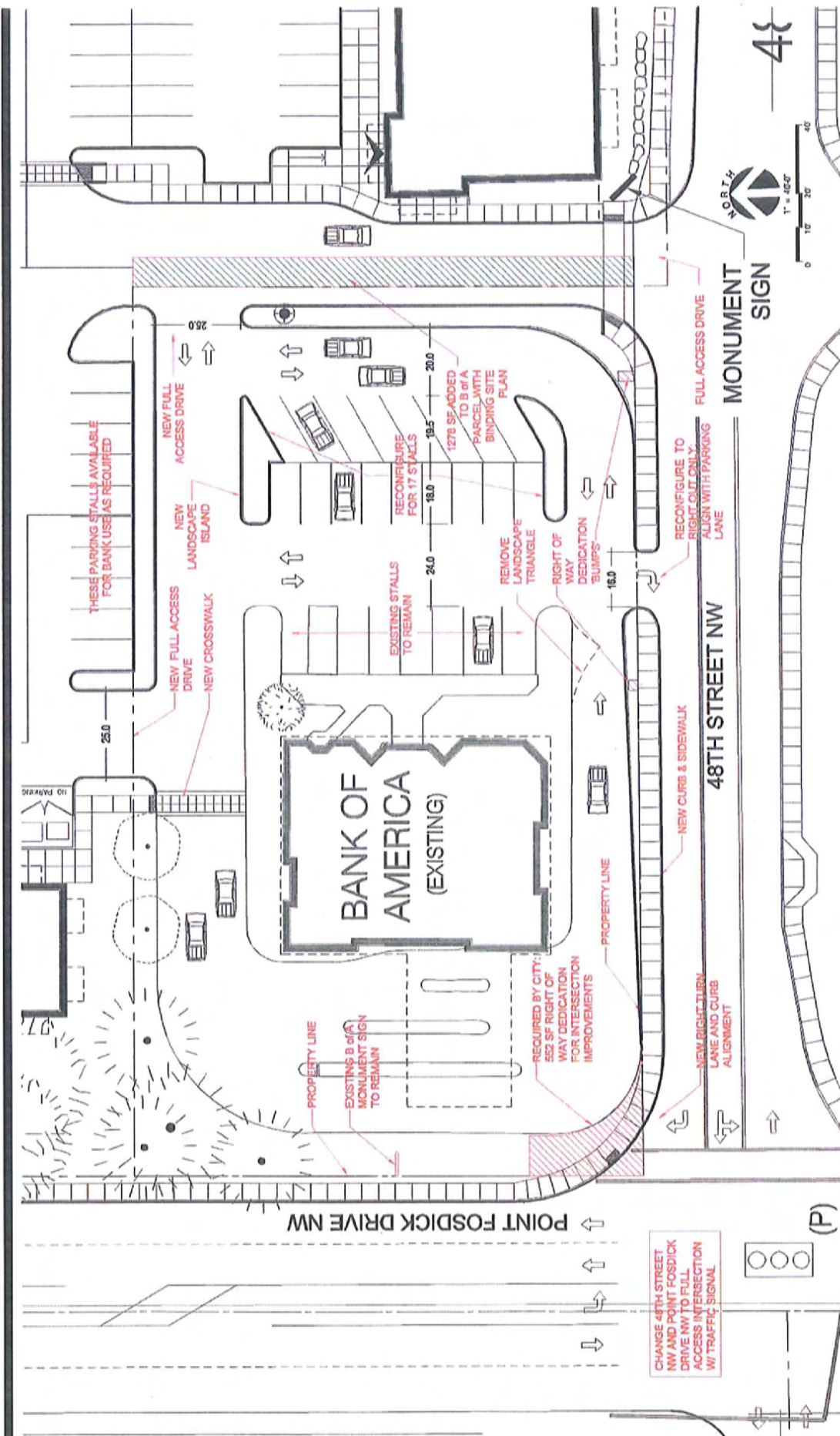


EXHIBIT C
RIGHT-OF-WAY EASEMENT LOCATION MAP



File:P:\14000s\14282\survey\14282EXH01-DED.dwg Date/Time:2/11/2011 2:30 PM BRIAN GILLOOLY

SCALE: HORIZONTAL 1"=60' VERTICAL N/A		For: SAFeway GIG HARBOR	JOB NUMBER 14282
 18215 72ND AVENUE SOUTH KENT, WA 98032 (425)251-6222 (425)251-8782 FAX CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES	Title: RIGHT-OF-WAY DEDICATION EXHIBIT		14282L.002.DOC SHEET 1 of 1
	DESIGNED	DRAWN BDG	CHECKED BDG
DATE 2/4/11			



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MULVANNY G2
ARCHITECTURE

601 SW 2ND AVE. | SUITE 1200
PORTLAND, OR | 97204
t 503.223.8030 | f 503.223.8381

POINT FOSDICK SQUARE REDEVELOPMENT

Exhibit C Supplement

SEQ Point Fosdick Dr. & Olympic Dr., Gig Harbor, WA

February 24, 2011

Bank of America - Proposed Improvements



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

Subject: Quit Claim Deed for Right-of-Way – Harbor Pacific Properties, LLC

Proposed Council Action:
Approve and authorize the Mayor to sign the Quit Claim Deed for Right-of-Way with Harbor Pacific Properties LLC.

Dept. Origin: Public Works/Engineering
Prepared by: Willy Hendrickson, Engineering Technician

For Agenda of May 23, 2011

Exhibits: Quit Claim Deed For Right-of-Way Agreement

	Initial & Date
Concurred by Mayor:	<u>CLH 5/19/11</u>
Approved by City Administrator:	<u>PK 5/17/11</u>
Approved as to form by City Atty:	<u>5/17/11</u>
Approved by Finance Director:	<u>N/A</u>
Approved by Department Head:	<u>5/18/11</u>

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

During the Point Fosdick Road Improvement Project of 1998, an Agreement for Dedication of Right-of-Way to the City of Gig Harbor (AFN 200008140658) was recorded with an error that depicted an incorrect tax lot exhibit. This revised Quit Claim Deed corrects that error to address the originally intended tax lot. This Quit Claim Deed is in conjunction with the current Point Fosdick Square (Safeway) Offsite Improvement Project (EN-11-0020).

The City Attorney has reviewed the Quit Claim Deed and approved it to form.

BOARD OR COMMITTEE RECOMMENDATION

None

FISCAL CONSIDERATION

None

RECOMMENDATION/MOTION

Approve and authorize the Mayor to sign the Quit Claim Deed for Right-of-Way with Harbor Pacific Properties LLC.

AFTER RECORDING RETURN TO:

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

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

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

Quit Claim Deed for Right-of-Way _____

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

Harbor Pacific Properties LLC _____

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

City of Gig Harbor _____

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

A portion of Section 20, Township 21, Range 2, Willamette Meridian, Pierce County. _____

Assessor's Property Tax Parcel or Account Number: 0221177035 _____

Reference Number(s) of Documents assigned or released: _____

EXHIBIT A
RIGHT-OF-WAY EASEMENT LEGAL DESCRIPTION

That portion of Parcel C of Boundary Line Revision recorded under recording number 8611200437 which amends Declarations of Boundary Line Revisions recorded under recording number 8509240475 and 8610280231, being portions of the of the Southeast quarter of the Southwest quarter of Section 17, and the Northeast quarter of the Northwest quarter of Section 20, in Township 21 North, Range 2 East of the Willamette Meridian, in Pierce County, Washington, more particularly described as follows:

COMMENCING at the South quarter corner of said Section 17;
THENCE North 88° 27' 50" West, 30.00 feet to the West margin of Point Fosdick Drive Northwest, being the East line of Said Parcel C and the TRUE POINT OF BEGINNING;
THENCE South 01° 29' 19" West, 125.00 feet along said West margin and East line to the Southeast corner of said Parcel C;
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THENCE North 01° 29' 19" East, 88.50 feet along said Parallel line to the South line of the North 36.50 feet of said Northeast quarter of the Northwest quarter;
THENCE North 88° 27' 50" West, 4.00 feet along said South line to a line parallel with and 16.00 feet West of said West margin and East line;
THENCE North 01° 29' 19" East, 12.00 feet along said parallel line to the North line of the South 12.00 feet of said North 36.50 feet;
THENCE South 88° 27' 50" East, 4.00 feet along said North line to said line parallel with and 12.00 feet West of said West margin and East line;
THENCE North 01° 29' 19" East, 24.50 feet along said Parallel line to the North line of said Northeast quarter of the Northwest quarter of Section 20;
THENCE North 02° 05' 53" East, 31.00 feet parallel with and 42.00 feet West of the East line of said Southeast quarter of the Southwest quarter of Section 17 to the South line of the North 10.00 feet of the South 41.00 feet of said Southeast quarter of the Southwest quarter of Section 17;
THENCE North 88° 27' 50" West, 2.00 feet along said South line to a line parallel with and 44.00 feet West of said East line;
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THENCE South 02° 05' 53" West, 60.85 feet along the East line of said Parcel C and said West

margin to the South line of said Southeast quarter of said Southwest quarter of Section 17;
THENCE South 88° 27' 50" East, 10.00 feet along said South line to the TRUE POINT OF
BEGINNING.

(Containing approximately 1,690 square feet)

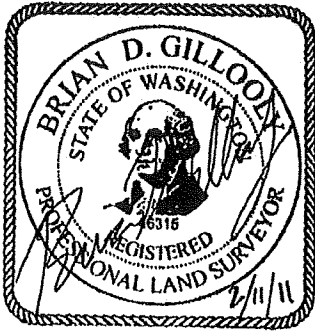
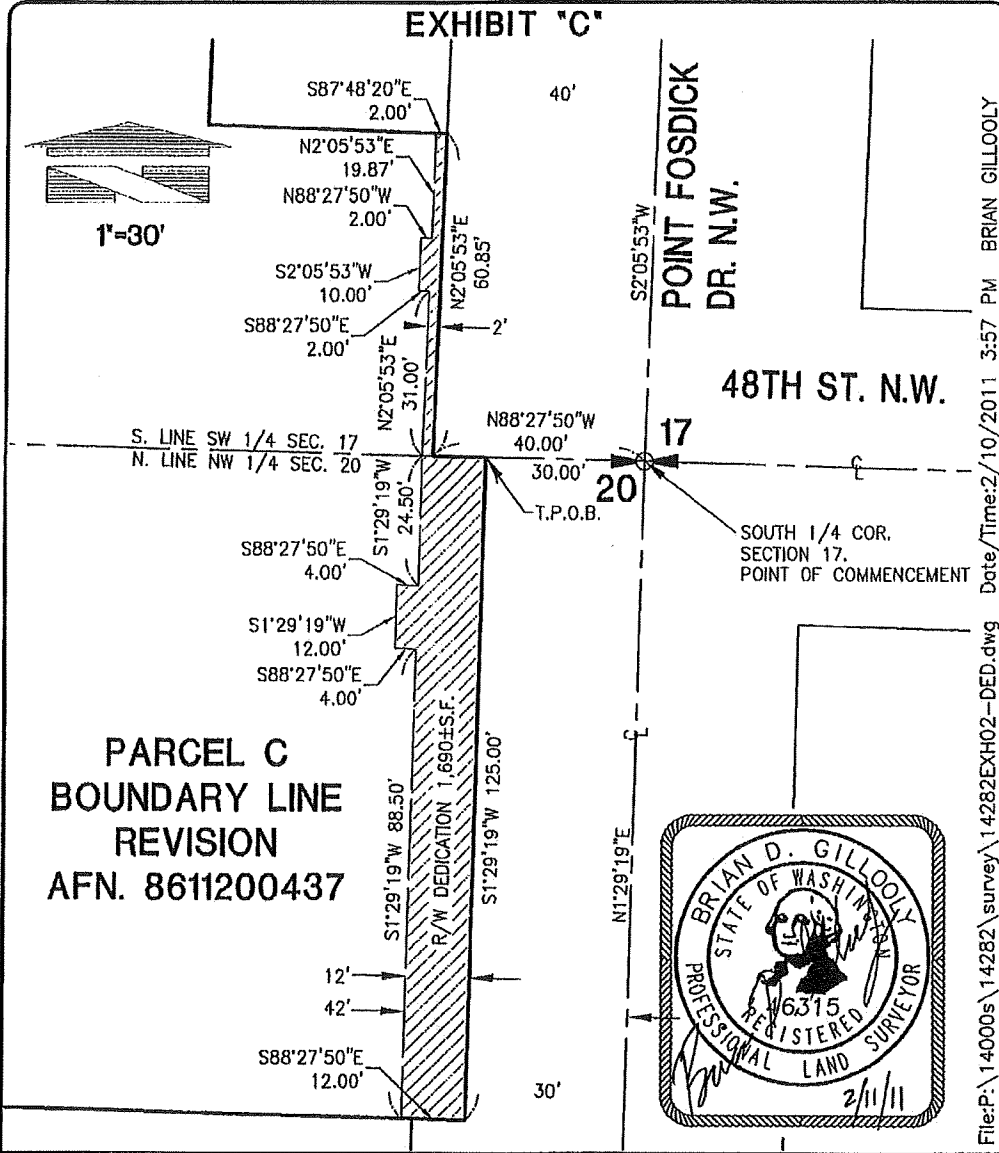
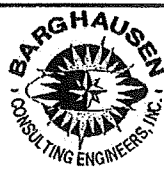


EXHIBIT B
RIGHT-OF-WAY EASEMENT LOCATION MAP



Date/Time: 2/10/2011 3:57 PM BRIAN GILLOOLY
File: P:\14000s\14282\survey\14282EXH02-DED.dwg

SCALE: HORIZONTAL 1"=30' VERTICAL N/A  18215 72ND AVENUE SOUTH KENT, WA 98032 (425)251-6222 (425)251-8782 FAX CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES	For: SAFeway GIG HARBOR	JOB NUMBER 14282 14282L.003.DOC
	Title: RIGHT-OF-WAY DEDICATION EXHIBIT	SHEET 1 of 1
DESIGNED _____ DRAWN <u>BDC</u> CHECKED <u>BDC</u> APPROVED <u>BDC</u> DATE <u>2/4/11</u>		



PLEASE TYPE OR PRINT

REAL ESTATE EXCISE TAX AFFIDAVIT

CHAPTER 82.45 RCW - CHAPTER 458-61A WAC

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED
(See back of last page for instructions)

This form is your receipt when stamped by cashier.

Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

SELLER GRANTOR	1 Name <u>Harbor Pacific Properties, LLC</u>	BUYER GRANTEE	2 Name <u>City of Gig Harbor</u>
	Mailing Address <u>5312 Pacific Highway East</u>		Mailing Address <u>3510 Grandview Street</u>
	City/State/Zip <u>Fife, WA 98424-2602</u>		City/State/Zip <u>Gig Harbor, WA 98335</u>
	Phone No. (including area code) _____		Phone No. (including area code) <u>(253) 851-8136</u>
3 Send all property tax correspondence to: <input checked="" type="checkbox"/> Same as Buyer/Grantee		List all real and personal property tax parcel account numbers - check box if personal property	
Name _____		List assessed value(s)	
Mailing Address _____		Portion of <u>0221177035</u> <input type="checkbox"/>	
City/State/Zip _____		<input type="checkbox"/>	
Phone No. (including area code) _____		<input type="checkbox"/>	

4 Street address of property: 5010 30th Avenue N.W., Gig Harbor, WA 98332

This property is located in Gig Harbor

Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

See attached legal description.

5 Select Land Use Code(s):
01 - Undeveloped land (land only)
enter any additional codes: _____
(See back of last page for instructions)

Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)? YES NO

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This land does does not qualify for continuance.

DEPUTY ASSESSOR _____ DATE _____

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)
NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.

(3) OWNER(S) SIGNATURE _____
PRINT NAME _____

7 List all personal property (tangible and intangible) included in selling price.

If claiming an exemption, list WAC number and reason for exemption:

WAC No. (Section/Subsection) 458-61A-205(4)

Reason for exemption _____
Transfer to government agency for public use

Type of Document Quit Claim Deed for Right-of-Way

Date of Document _____

Gross Selling Price	\$	0.00
*Personal Property (deduct)	\$	0.00
Exemption Claimed (deduct)	\$	0.00
Taxable Selling Price	\$	0.00
Excise Tax : State	\$	0.00
0.0050 Local	\$	0.00
*Delinquent Interest: State	\$	0.00
Local	\$	0.00
*Delinquent Penalty	\$	0.00
Subtotal	\$	0.00
*State Technology Fee	\$	5.00
*Affidavit Processing Fee	\$	5.00
Total Due	\$	10.00

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX
*SEE INSTRUCTIONS

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

X Signature of Grantor or Grantor's Agent [Signature]
Name (print) CHARLES HOGAN
Date & city of signing: 4/29/11 TUMAC WA

Signature of Grantee or Grantee's Agent _____
Name (print) _____
Date & city of signing: _____

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

EXHIBIT A
RIGHT-OF-WAY EASEMENT LEGAL DESCRIPTION

That portion of Parcel C of Boundary Line Revision recorded under recording number 8611200437 which amends Declarations of Boundary Line Revisions recorded under recording number 8509240475 and 8610280231, being portions of the of the Southeast quarter of the Southwest quarter of Section 17, and the Northeast quarter of the Northwest quarter of Section 20, in Township 21 North, Range 2 East of the Willamette Meridian, in Pierce County, Washington, more particularly described as follows:

COMMENCING at the South quarter corner of said Section 17;
THENCE North 88° 27' 50" West, 30.00 feet to the West margin of Point Fosdick Drive Northwest, being the East line of Said Parcel C and the TRUE POINT OF BEGINNING;
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(Containing approximately 1,690 square feet)





PLEASE TYPE OR PRINT

REAL ESTATE EXCISE TAX AFFIDAVIT
CHAPTER 82.45 RCW – CHAPTER 458-61A WAC

This form is your receipt when stamped by cashier.

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED
(See back of last page for instructions)

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If multiple owners, list percentage of ownership next to name.

SELLER GRANTOR	1 Name <u>Harbor Pacific Properties, LLC</u>	BUYER GRANTEE	2 Name <u>City of Gig Harbor</u>
	Mailing Address <u>5312 Pacific Highway East</u>		Mailing Address <u>3510 Grandview Street</u>
	City/State/Zip <u>Fife, WA 98424-2602</u>		City/State/Zip <u>Gig Harbor, WA 98335</u>
	Phone No. (including area code) _____		Phone No. (including area code) <u>(253) 851-8136</u>
3 Send all property tax correspondence to: <input checked="" type="checkbox"/> Same as Buyer/Grantee		List all real and personal property tax parcel account numbers – check box if personal property	
Name _____		Portion of 0221177035 <input type="checkbox"/>	
Mailing Address _____		_____ <input type="checkbox"/>	
City/State/Zip _____		_____ <input type="checkbox"/>	
Phone No. (including area code) _____		_____ <input type="checkbox"/>	
		List assessed value(s)	

4 Street address of property: 5010 30th Avenue N.W., Gig Harbor, WA 98332

This property is located in Gig Harbor

Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)
See attached legal description.

5 Select Land Use Code(s):
91 - Undeveloped land (land only)
enter any additional codes: _____
(See back of last page for instructions)

Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)? YES NO

6 YES NO

Is this property designated as forest land per chapter 84.33 RCW?

Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34?

Is this property receiving special valuation as historical property per chapter 84.26 RCW?

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(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)
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This land does does not qualify for continuance.

DEPUTY ASSESSOR _____ DATE _____

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(3) OWNER(S) SIGNATURE _____
PRINT NAME _____

7 List all personal property (tangible and intangible) included in selling price.

If claiming an exemption, list WAC number and reason for exemption:
WAC No. (Section/Subsection) 458-61A-205(4)
Reason for exemption Transfer to government agency for public use

Type of Document Quit Claim Deed for Right-of-Way
Date of Document _____

Gross Selling Price \$	0.00
*Personal Property (deduct) \$	0.00
Exemption Claimed (deduct) \$	0.00
Taxable Selling Price \$	0.00
Excise Tax : State \$	0.00
<u>0.0050</u> Local \$	0.00
*Delinquent Interest: State \$	0.00
Local \$	0.00
*Delinquent Penalty \$	0.00
Subtotal \$	0.00
*State Technology Fee \$	5.00
*Affidavit Processing Fee \$	5.00
Total Due \$	10.00

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX
*SEE INSTRUCTIONS

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent [Signature] Signature of Grantee or Grantee's Agent _____
Name (print) CHARLES HOGAN Name (print) _____
Date & city of signing: 4/29/11 Tacoma WA Date & city of signing: _____

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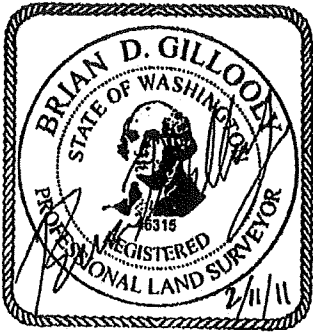
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REAL ESTATE EXCISE TAX AFFIDAVIT

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Name _____		Portion of 0221177035 <input type="checkbox"/>	
Mailing Address _____		_____ <input type="checkbox"/>	
City/State/Zip _____		_____ <input type="checkbox"/>	
Phone No. (including area code) _____		_____ <input type="checkbox"/>	
5 List assessed value(s)			

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01 - Undeveloped land (land only)

enter any additional codes: _____

(See back of last page for instructions)

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Is this property designated as forest land per chapter 84.33 RCW?

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Reason for exemption Transfer to government agency for public use

Type of Document Quit Claim Deed for Right-of-Way

Date of Document _____

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*Personal Property (deduct)	\$	0.00
Exemption Claimed (deduct)	\$	0.00
Taxable Selling Price	\$	0.00
Excise Tax : State	\$	0.00
<u>0.0050</u> Local	\$	0.00
*Delinquent Interest: State	\$	0.00
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*Delinquent Penalty	\$	0.00
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*State Technology Fee	\$	5.00
*Affidavit Processing Fee	\$	5.00
Total Due	\$	10.00

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX
*SEE INSTRUCTIONS

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent [Signature] Signature of Grantee or Grantee's Agent _____

Name (print) CHARLES HDGM Name (print) _____

Date & city of signing: 1/29/11 Tacoma WA Date & city of signing: _____

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).



Subject: 2011 Pavement Maintenance and Repair Project
-- Consultant Services Contract with GeoResources

Proposed Council Action: Approve and authorize the Mayor to execute the Consultant Services Contract with GeoResources for the 2011 Pavement Maintenance and Repair Project for the not-to-exceed amount of \$1,560.00 and authorize the City Engineer to approve additional expenditures up to \$200 (over any cost increase that may result from necessary changes in the scope of work).

Dept. Origin: Public Works/Engineering
Prepared by: Jeff Langhelm, P.E. *[Signature]*
Senior Engineer
For Agenda of: May 23, 2011
Exhibits: Consultant Services Contract

Concurred by Mayor: *CLH 5/18/11*
Approved by City Administrator: *RJK*
Approved as to form by City Atty: *approv via email 5/16/11*
Approved by Finance Director: *DF 5/18/11*
Approved by Department Head: *[Signature] 5/16/11*

Expenditure Required	Amount	Budgeted	Appropriation Required
\$1,760.00	\$300,000.00		\$1,760.00

INFORMATION / BACKGROUND

This consultant services contract for GeoResources, LLC is for the compaction and materials testing for 2011 Pavement Maintenance and Repair Project.

FISCAL CONSIDERATION

The 2011 City of Gig Harbor Budget includes funding for this work in the Street Division Capital budget. The budget summary for this item is provided in the table below:

2011 Budget for Street Division Capital, Objective No. 8	\$ 300,000.00
Anticipated 2011 Expenses:	
Schedule A – Soundview Drive Chip Seal (Base Bid) *	(\$250,977.80)
Schedule B – Harborview Drive Overlay (Base Bid) *	(\$ 44,959.20)
Schedule D – 38 th Avenue Chip Seal Repair (Alternative Bid) *	(\$ 16,678.40)
Schedule E – 50 th Street Paving (Alternative Bid) *	(\$ 17,858.80)
Change Order Authority for Public Works Contract *	(\$ 10,000.00)
Materials Testing Contract	(\$ 1,560.00)
Change Order Authority for Materials Testing Contract	(\$ 200.00)
* Awarded at 5/9/11 Council Meeting	
Remaining 2011 Budget =	(\$ 42,234.20)

The recommended contract expenditure for this project exceeds the available 2011 Budget amount. The ending fund balance in the City's 2011 Budget for the Streets Division – Operating Fund is currently estimated at \$175,805. Therefore sufficient funds exist in the fund balance to support the added expenditures. Staff believes the exceedence of the

budgeted amount is acceptable in this instance due to the previously unanticipated desire to award of the alternative bid schedules.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Move to: Approve and authorize the Mayor to execute the Consultant Services Contract with GeoResources, LLC for the not-to-exceed amount of one thousand five hundred sixty dollars and no cents (\$1,560.00) and additional expenditures up to \$200 (over any cost increases that result from necessary changes in the scope of work).

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and GeoResources, LLC, a limited liability corporation, organized under the laws of the State of Washington, located and doing business at 5007 Pacific Highway East, Ste. 16, Fife, WA 98424-2649 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in 2011 Pavement Maintenance and Repair Project, CSP-1107 and desires that the Consultant perform compaction and materials testing services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated May 12, 2011, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed One Thousand Five Hundred Sixty Dollars and Zero Cents (\$1,560.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A – Scope of Work**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Fee Schedule**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

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

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records

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

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done

at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary.

Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:
GeoResources, LLC
ATTN: Keith Schembs, LEG, Principal
5007 Pacific Highway East, Suite 16
Fife, WA 98424-2649
(253) 896-1011

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

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this 18 day of May, 2011.

CONSULTANT

By: [Signature]
Its Principal

CITY OF GIG HARBOR

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Ph. 253-896-1011
Fx. 253-896-2633

May 12, 2011

City of Gig Harbor
Department of Public Works
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 853-7695

Attention: Mr. George Flannigan

Proposal for Construction
Monitoring Services
2011 Pavement Maintenance and Repair
Project (CSSP-1107)
Gig Harbor, Washington
ProNo: CityofGigHarbor.PavementMaintenance.P

As requested, we are pleased to submit this proposal for geotechnical construction monitoring and inspections services associated with 2011 Pavement Maintenance and Repair Project CSSP-1107. According to the plans and specifications obtained from the Builder's Exchange of Washington website, the project includes:

- Patching multiple locations along Burnham Drive between Sta. 174+60 to 190+00;
- Chip-sealing Harborview Drive between Sta. 300+60 to 304+15;
- Patching multiple locations along Soundview Drive between Sta. 399+35 to 476+75 and chip-sealing the entire length between these two stations; and
- Patching multiple locations along 38th Avenue South between Sta 512+70 and 552+14.

We have reviewed the plans but have not been provided with a contractor schedule at this time. According to our discussions with the City of Gig Harbor, we understand our involvement will be related to performing a gradation test on the crushed rock used for chip-sealing and periodic asphalt and/or subgrade testing at various "patch" location along Soundview Drive. Based on our experience on similar projects with the City, we anticipate that the required testing will occur on a part time basis lasting over a period of several weeks. Our construction monitoring and testing would consist of on-call site visits requested by you (the owner) and/or the contractor.

Our services will be provided in accordance with the terms presented in our Schedule of Charges and General Conditions. Our total fee for the services provided will be determined on a time-and-expense basis (hourly plus expenses) in accordance with the attached Schedule of Charges. We anticipate that the specific day and time of our site visits will be based on requests from the City or the Contractor, and that the duration of each visit will be determined according to the specific inspection or testing requested.

For budgeting purposes, and based on email correspondences with the City, we anticipate a total of 4 part time (up to 4 hour) site visits. This includes time on site and travel, 5 days per week, for a total weekly field labor or 20 hours. Our field technical rate for construction monitoring service is \$65/hour. In addition to the labor time, we also charge

GeoResources, LLC
 5007 Pacific Hwy E, Ste 16
 Fife, WA 98424
 Phone: 253-896-1011
 Fax: 253-896-2633

GeoResources, LLC

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 of 12

2011 Schedule of Charges

COMPENSATION

Our compensation will be determined on the basis of time using the following schedule, unless a Lump Sum amount is indicated, and job related expenses in accordance with the proposal or services agreement. Current staff rates are as follows:

Expert Witness	\$200/hour
Principal	\$125/hour
Staff Geologist/Engineer	\$85/hour
Senior Technician	\$65/hour
Technician	\$55/hour
Support Staff	\$35/hour

All rates are subject to change upon notification. Contracted professional and technical services will be charged at the applicable hourly rates listed above. Time spent in either local or inter-City travel when travel is in the interest of this contract will be charged in accordance with the foregoing schedule. When traveling by public carrier a maximum charge of eight hours per day will be made.

LABORATORY TESTING UNIT RATES

All geotechnical laboratory testing will be completed on a unit price basis as shown below:

Moisture Content (ATSM D:2216)	\$20/each
Proctor Test (ASTM D:1557)	\$175/each
Atterberg Limits (ASTM D:4318)	\$85/each
Sieve (ASTM D:6913)	\$95/each
Sieve w/ Hydrometer	\$200/each
Sand Equivalent (ASTM D:2419)	\$80/each

Any test not listed above will be subcontracted to another testing lab and charged out at their rate plus 15 percent.

OTHER SERVICES SUPPLIES AND SPECIAL TAXES

Charges for subcontracted services, equipment, supplies and facilities not furnished in accordance with the above schedule and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling or excavation equipment, construction equipment, watercraft, aircraft and special insurance, which may be required. Taxes and or fees required by local jurisdictions for projects in specific geographic areas will be charged to project at direct cost.

mileage to and from the site. We estimate that the site is 20 miles from our office. As such, a unit rate for our inspector would be \$280 per visit. We also anticipate a total of 2 hour per week of principal (project manager time) to review field reports and answer questions by the contractor. We do not have minimum charges, nor do we charge a rental rate for the Nuclear Densometer or other equipment.

In addition to the hourly time on site and project manager review time, we expect that there may be some additional costs related to laboratory testing using the rates outlined above. We understand that the City request a single gradation on the chip seal rock in order to confirm the material meets specification. If we need to perform density testing on subgrade soils in the patch areas, we may need to complete one or two proctor tests as well. The Rice value, for asphalt compaction, should be provided by the batch plant producing the asphalt.

Based on the assumptions outlined above, we anticipate the total cost will not exceed:

<u>Basic Scope Item</u>	<u>Cost</u>
Site Visits (4).....	\$1,120
Project Management.....	\$250
Laboratory testing (2 gradation)	\$190
Subtotal.....	<u>\$1,560</u>

<u>Unit Price Extras</u>	<u>Cost</u>
Site Visits (4-hr each).....	\$280
Project Engineering/Management (hourly)	\$125
Proctor Analysis	\$175
Sieve Analysis.....	\$95

We anticipate that this proposal will be include as Exhibit A on a City of Gig Harbor Consultant Services Contract.

Our field personnel are instructed to leave copies of the daily field reports on site on after each visit. Our project manager will review the reports biweekly, depending on the frequency of inspections and if deficiencies are noted. The reviewed and signed field reports will then transmitted electronically to the City and the contractor.

The estimated projected cost does not include attending project meetings. Any meeting or additional service will be billed on a time and materials basis using the rates shown on the attached Schedule of Charges.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions regarding the scope of work or budget of this proposal, please contact our office.

Yours very truly,
GeoResources, LLC



Keith S. Schembs, LEG
Principal



Subject: Canterwood Sewer Manhole Rehabilitation Design Services and Limited Inspection Services.

Proposed Council Action: Approve and authorize the Mayor to execute the Consultant Services Contract with Parametrix Inc. in the not-to-exceed amount of \$16,466.63.

Dept. Origin: Public Works/Engineering

Prepared by: Darrell Winans *DW*
WWTP Supervisor

For Agenda of: May 23, 2011

Exhibits: Consultant Services Contract

Initial & Date

Concurred by Mayor:

CLH 5/18/11

Approved by City Administrator:

PK

Approved as to form by City Atty:

py emad 5/17/11

Approved by Finance Director:

SR 5/18/11

Expenditure	Amount	Appropriation
Required \$16,466.63	Budgeted \$30,000	Required 0

INFORMATION / BACKGROUND

A budgeted objective within the 2011 Wastewater Capital adopted budget provides for the rehabilitation of the various manhole structures that have been deteriorated due to excessive hydrogen sulfide gas emissions being discharged into the City's conveyance system via the Canterwood step system. This contract amendment provides for the final design and preparation of full bidding documents and limited construction assistance as requested by the City for the rehabilitation of eight degraded sanitary sewer manhole structures located along Canterwood Boulevard and Burnham Drive.

FISCAL CONSIDERATION

Sufficient funds exist in the 2011 Budget to fund this expenditure.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Approve and authorize the Mayor to execute the Consultant Services Contract with Parametrix Inc. in the not-to-exceed amount of \$16,466.63

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Parametrix Inc., a Corporation organized under the laws of the State of Washington located and doing business at 4660 Kitsap Way, Suite A, Bremerton, Washington 98312 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in Canterwood Sewer Manhole Rehabilitation and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated May 2011, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Sixteen Thousand Four Hundred Sixty-six Dollars and Sixty-three Cents (\$16,466.63) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A – Scope of Work**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Fee Schedule**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

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

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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 August 31, 2011; provided however, that additional time shall be granted by the City for excusable days or extra work.

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

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

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INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

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

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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.

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by

the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary.

Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:
Parametrix, Inc.
ATTN: Shannon Thompson
Project Manager
4660 Kitsap Way, Suite A
Bremerton, Washington 98312
(360) 271-9207

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

XVII. Assignment

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

XVIII. Modification

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

[The remainder of this page left intentionally blank]

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 201__.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A – SCOPE OF WORK

City of Gig Harbor

Sewer Manhole Rehabilitation Design and Construction Inspection Services

Parametrix recently provided City of Gig Harbor Collections System Staff with an action plan on addressing manhole odor and corrosion issues within City's sewer collection system. Based on the action plan recommendations, the City has now requested that Parametrix develop design bid documents and provide construction support services for the rehabilitation of corroded, concrete sewer manholes located within the City sewer collection system. This Scope of Work contains the following Phase and Tasks.

PHASE 2 – SEWER MANHOLE REHABILITATION DESIGN AND CONSTRUCTION SUPPORT SERVICES

The purpose of this phase is for Parametrix to develop design bid documents and provide construction support services for the rehabilitation of corroded, concrete sewer manholes located within the City sewer collection system.

Task 2.1 – Coordination with City Staff and Project Management

Parametrix will prepare for and conduct up to two working meetings with City Staff (at a City office or field location) to coordinate work, discuss the Phase progress, and review design submittals. This task will also be used to report project progress and prepare invoices.

Task 2.2 – Develop Design Specifications

Parametrix will develop pertinent design specifications for rehabilitation of up to 8 corroded manholes located within the City of Gig Harbor Collection System. Specifications provided will be in WSDOT format and Parametrix will provide the following pertinent specification sections for inclusion into City developed overall bid documents:

- Description of Work Section for WSDOT Special Provisions (1 page)
- New Section on Manhole Rehabilitation for inclusion into WSDOT Division 7 - Drainage Structures, Storm Sewers, Sanitary Sewers, Water Mains and Conduits, Part 7.05 – Manholes, Inlets, Catch Basins and Dry Wells. (up to 10 pages)
- Bid Schedule (1 page)
- Engineers Opinion of Cost Estimate (1 page)

Task 2.2 Assumptions

Parametrix assumes the following for Task 2.2:

SCOPE OF WORK (CONTINUED)

- WSDOT Standard Specifications most current version formats will only be used. CSI type specifications will not be developed by Parametrix.
- City will provide all front end docs, Division 1 and prepare the bid docs.

Task 2.2 Deliverables

Parametrix will provide draft WSDOT format specifications to City Staff in original Word and PDF format. City will be provided with two hard copies and an electronic PDF copy of final specifications sealed by a Professional Engineer registered in the State of Washington.

Task 2.3 Design Figure Development

Parametrix will prepare a cover sheet and an appropriate design figure to provide descriptive information on the manhole rehabilitation to perspective contractors:

- Project Cover, Index and General Notes Sheet
- Manhole Location and Information Map Design Figure. Map Design Figure will provide information on:
 - a. Manhole Inverts
 - b. Top of Manhole elevation
 - c. Inlet and outlet pipe invert elevations and orientations for each Manhole
 - d. Indicate Street Alignments and paved areas relative to Manholes to be rehabilitated

Task 2.3 Assumptions

Parametrix assumes the following for Task 2.3:

- One (1) Project Cover, Index and General Notes Sheet and One (1) Manhole Location and Information Map Design Figure Sheet will be provided for the project.
- Additional Traffic Control Sheets.
- Design Figure Map content will be developed from local Aerial maps and sewer drawing as-builts provided from City records.
- Additional figure sheets for up to 8 manholes.

SCOPE OF WORK (CONTINUED)

Task 2.3 Deliverables

Parametrix will provide draft design figure sheets to City Staff in original AutoCAD and PDF format. City will be provided with two hard copies and an electronic PDF copy of final electronic design figure sheets sealed by a Professional Engineer registered in the State of Washington.

Parametrix will provide full sized 22 x 34 Mylar sheets.

Task 2.4 Bidding and Construction Support Services

Parametrix personnel will provide the following support services during bidding and construction:

- Answer bidding related questions and attend bid opening
- Provide addendums if necessary (up to 2)
- Coordinate and attend Contractor kick off meeting
- Coordinate construction meetings as needed and provide associated minutes
- Provide engineering in on Contractor submittal information, request for clarification, track and distribute
- Review contractor pay requests
- Coordinate change orders as necessary, including evaluation and preparation
- Issue defective work notices as necessary
- Provide Field Orders and associated work change directives
- Site Visit Reports and Photos
- Prepare monthly construction reports
- Review contractor schedule
- Implement and maintain master document control system to track correspondence, submittals, RFI's, laboratory and test reports, work directives, and change orders
- Work with the City and Engineer to determine substantial completion
- Ensure preparation of punch list

SCOPE OF WORK (CONTINUED)

Task 2.4 Assumptions

Parametrix assumes the following for Task 2.3:

- Up to eight manholes will be rehabilitated.
- One design engineer site visit during rehabilitation activities.
- The City will inspect each manhole after cementitious repair material has been applied, and after coating material application. Parametrix will review Contractor QC reports as requested.

Task 2.4 Deliverables

Parametrix will provide all associated construction documentation in City defined guidelines. If Contractor QC report review is requested, Parametrix will provide letter response (2-page maximum) for documentation.

SCOPE OF WORK ASSUMPTIONS SUMMARY AND SCHEDULE

- This scope of work is based on a 6 week schedule from notice to proceed to end of construction.
- This schedule assumes that the City will be able to furnish background information material necessary to complete design figures to Parametrix.
- Two sealed, hard copies of the bid document information will also be submitted to the City.
- Parametrix also assumes that the City will be responsible for packaging Parametrix's design deliverables into a bid package for public advertisement.
- The City is to provide Special Provisions and Front End Legal bid documents. Documents provided by the City will include advertisement, general conditions, contract, schedule and other pertinent forms.
- The City will also be responsible for distributing bid documents, reviewing bids, and awarding the contract.
- The City will perform all manhole inspections.

EXHIBIT B - FEE SCHEDULE

Sewer Manhole Rehabilitation Design and Construction Support Services FEE PROPOSAL- Gig Harbor

Totals

Division Manager Project Coordinator CQA Observer Project Manager Administrative Staff Engineering Support

	Parametrix	Parametrix	Parametrix	Parametrix	Parametrix	
Company	Jim Dugan	April Whittaker	Shannon Thompson	TBD	David Kopchynski	
Staff						

Task 2.2 & Task 2.3 Engineering and Design						
0.5	\$179	\$75	\$135	\$140	\$50	\$150
Hours per week	0.0	10.0	0.0	10.0	8.0	12.0
Total hours	0.0	21.25	0.00	21.25	17.00	25.50
		1,593.75		2,875.00	850.00	3,825.00
SUBTOTAL PHASE 1						9,243.75
						Expenses \$ 462.19
Task I Total						\$ 9,705.94

Task 2.4 Bidding and Construction Support Services						
1.5	\$179	\$75	\$135	\$140	\$50	\$150
Hours per week	0.00	2.00	0.00	4.00	2.00	2.00
Total hours	0.00	12.75	0.00	25.50	0.00	12.75
		956.25		3,570.00		1,912.50
Subtotal Labor						6,438.75
						Expenses \$ 321.94
Phase II Total						\$ 6,760.69

Expense Allowance % of labor	\$ 15,682.50
	\$ 784.13
Total of task 4	\$ 16,466.63


 Division Manager


 Project Manager



Subject: Grant Agreement with the Washington State Parks and Recreation Commission (WSPRC) for Jerisich Dock Improvements.

Proposed Council Action: Approve and authorize the Mayor to execute the Grant Agreement with the WSPRC for improvements at Jerisich Dock in an amount not to exceed \$61,884.00.

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton
Special Projects *AS*

For Agenda of: May 23, 2011

Exhibits: Agreement

Concurred by Mayor:	<u>Initial & Date</u> <i>CLH 5/19/11</i>
Approved by City Administrator:	<i>ROK</i>
Approved as to form by City Atty:	<i>Kay Naemail</i>
Approved by Finance Director:	<i>CR 5/19/11</i>
Approved by Department Head:	_____

Expenditure Required	\$61,178	Amount Budgeted	see Fiscal below	Appropriation Required	\$61,178 in 2012
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INFORMATION / BACKGROUND

Jerisich is a public facility in the heart of downtown Gig Harbor that provides 420-feet of transient moorage, a seasonal pumpout facility, restrooms, drinking fountain, life jacket kiosk, and a 450 sq. ft. dock with picnic tables and public viewing. Funding for construction of the facility came from a state RCO grant and with that, came "use" restrictions. As a "public facility", it cannot be reserved for commercial or private use. All city-sponsored events require a formal approval from RCO. This limitation restricts commercial services that could provide community benefits. They include water-taxi service, reserved pick-up / drop-off event-driven moorage and other opportunities for public services.

Last year, RCO indicated that if we added a "city-funded" extension to the end of the Jerisich float system, their use restriction would not apply to the added portion. This would give the City added flexibility for water-side transportation and landing services.

On April 26, 2010, Resolution #830 was passed approving funding assistance for improvements at Jerisich Dock. City staff applied for an RCO Boating and Infrastructure Grant (BIG) and a Washington State Parks and Recreation Commission Clean Vessel and Sewage Disposal Facility Grant to replace the aging pump-out located at the end of the float at Jerisich.

FISCAL CONSIDERATION

This is a reimbursement grant that will be identified in the 2012 Budget and expensed the same year (next year). **The City was awarded \$45,884 for installation of a 15x25-foot float with 2 piling, and a boat pumpout / dump station at Jerisich Dock.** The Grant will fund 75% of the \$61,178 project and includes \$3,150 of Public Works project coordination. The City's share will be \$15,294. (Note: Replacement of the old pumpout was already identified as a 2012 WWTP line item for a KECO Pump in the amount of \$20,225.)

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION / MOTION

Move to: Approve and authorize the Mayor to execute the Grant Agreement with the Washington State Parks and Recreation Commission (WSPRC) for Jerisich Dock Improvements.

**WASHINGTON STATE PARKS AND RECREATION COMMISSION
CLEAN VESSEL SEWAGE DISPOSAL FACILITY GRANT
PROJECT: Jeresich Dock
GRANTEE: City of Gig Harbor
GRANT No. CV 911-409**

The Washington State Parks and Recreation Commission, herein referred to as Commission, and the City of Gig Harbor, herein referred to as Project Sponsor, do hereby enter into the following Boat Sewage Disposal Facility Grant agreement.

This grant document provides funding for the installation of boat sewage disposal equipment and operation and maintenance thereto as set out in the following terms and conditions, not otherwise appearing in statutes or regulations.

Project Sponsor shall install a boat sewage disposal facility and may subsequently request funds for operations and maintenance costs of the facility in accordance with the requirements of this grant construction document and all applicable state and Federal laws.

TERM

The term of this agreement shall be from the date last signed below for a period of two (2) years in order to accommodate the below construction activity, unless earlier terminated as provided for herein.

SCOPE OF WORK

Activity to be completed:

- Installation of float with boat pumpout and dumpstation including two pilings at Jeresich Dock.

Project Sponsor shall complete the approved construction activities within a twelve (12) consecutive month period as a term of the acceptance of this construction grant. If the work is not satisfactorily completed within a twelve (12) month period, Project Sponsor will be in breach and Commission may, at its discretion, rescind the grant and require repayment of any grant funds already disbursed to Project Sponsor.

Commission may extend this construction period if, in its opinion, Project Sponsor has demonstrated in writing, a satisfactory showing of extenuating circumstances. Commission has the absolute right to accept or reject any request for additional time without any appeal rights for Project Sponsor.

Work will be considered complete, only when the following conditions are met:

- The activities and facilities described in the Scope of Work and this grant document are installed, functional and ready for use;
- On-site signs are in place; and
- Appropriate proof has been provided to Commission or an inspection by Commission or designee has been made.

FUNDING

Commission will reimburse Project Sponsor for eligible activities only after Commission has accepted the work. The total reimbursement from Commission shall not exceed **Seventy-Five percent (75%)** from all eligible activities which shall not exceed the award amount of **Sixty-One Thousand, Two Hundred, and No/100ths Dollars (\$61,200.00)**.

Project Sponsor agrees that as part of the requirement for reimbursement, Project Sponsor shall contribute matching funds of no less than **Twenty-Five percent (25%)** of the total project cost.

Matching funds provided by Project Sponsor on this grant may be in cash, in-kind, or volunteer time, but they must fall within the scope of the list of Eligible Expenses as identified below.

Eligible Expenses (including but not limited to):

- Engineering fees;
- Project administration/coordination;
- Equipment as identified above in the Scope of Work;
- All applicable taxes and freight charges;
- Costs associated with installation of signs;
- All project-related permits and inspections fees as required by local, state, and Federal regulation, and final inspection of the facility by the local health department or department with jurisdiction to approve the operation of the facility;
- Shore works, pilings, and floats;
- Other items as deemed by Commission to be necessary to complete the Project.
- Operation and Maintenance activities, which include:
 1. Staff time to operate, repair, and maintain the equipment;
 2. Administrative time;
 3. Cost of parts, supplies, and materials directly related to care of the equipment;
 4. Costs of utilities to operate and maintain the equipment or costs of removal of sewage to treatment plant;
 5. Other items as deemed by Commission to be necessary.

Prior Costs

Commission will not reimburse Project Sponsor for any costs incurred prior to the effective date of this grant except for approved:

- Environmental permits, including the Substantial Development Application;
- Permits which must be complete prior to beginning construction;
- Preliminary engineering costs to design and add a project to marina, if needed.

Construction and Installation

For new construction and installation projects, Project Sponsor shall provide Commission with complete Plans and Specifications as applicable and a map showing the location of the Marina and specific latitude and longitude at the center of the Marina Harbor.

Cost Increases

Cost overruns are the responsibility of Project Sponsor and must be borne by Project Sponsor. Approval of any additional fund increases to address cost increases will be awarded solely at Commission's discretion. The grant agreement must be amended in writing and signed by both parties before any reimbursements for any approved increased project costs can occur.

Reimbursement of Funds

Project Sponsor may request no more often than quarterly reimbursements for qualified expenses paid. Once Commission has approved and accepted the expense, Project Sponsor shall be reimbursed for **75% (seventy-five percent)** of the actual project costs incurred, up to the total reimbursement amount defined above.

Reimbursement shall take place after Project Sponsor has furnished a properly completed A-19 Invoice Voucher (provided by Commission) and provided any required supporting documentation. Supporting documentation could include, but is not limited to:

- Copies of all invoices and receipts, construction contracts, performance bonds, change orders, advertisements or other documents pertaining to construction of facility;
- Copies of SEPA documentation including permits/approvals necessary to complete the work;

Responsibility for Project

The project itself is the sole responsibility of Project Sponsor. Commission undertakes no responsibilities to Project Sponsor, or to any third party, other than as expressly set out in this document. Project Sponsor shall be solely responsible for the design, development, construction, implementation, operation and maintenance of the project, as those phases are applicable to this project and solely responsible for any claim or suit of any nature by any third party related in any way to the project.

USE AND MAINTENANCE OF PROJECT

Project Sponsor shall operate and maintain, or cause to be operated and maintained, the property or facilities which are the subject matter of this grant document as follows:

- Any property or facilities open to the public shall be open for the use by all segments of the public without restriction and in compliance to all applicable federal and state nondiscrimination laws, regulations, and policies.
- Project Sponsor shall grant access to all recreational vessels to use boat sewage disposal facility funded under this.
- Access shall be allowed during normal marina operating hours and the operating hours shall be posted in a conspicuous location on the premises.
- Project Sponsor shall operate and maintain the facilities in accordance with all applicable Federal, State and local laws, orders, regulations and permits. Project Sponsor shall be responsible for all operation, maintenance, and repair of the facilities.
- As a condition of receiving the grant funds, Project Sponsor shall actively maintain the facility for no less than **ten (10) years or the full design life** of the equipment provided from this grant, **whichever is longer**.
- In the event an equipment breakdown occurs, Project Sponsor shall notify Commission within two (2) working days of breakdown. The facility must be repaired and fully operational within ten (10) working days after the breakdown where the breakdown can be remedied with normal expected repairs for five hundred dollars (\$500) or less. For repairs greater than five hundred dollars (\$500), the facility must be fully operational within twenty (20) days after the breakdown. A written report for all breakdowns must be submitted to Commission within two (2) weeks of the breakdown describing the problem(s), repair(s), and the cost(s).

Use Records

Project Sponsor shall monitor the use of the boat sewage disposal facility by installing a use counter mechanism, flow meter, or hour meter, and shall maintain records of use numbers in a manner as approved by Commission. On a form to be provided by Commission, Project Sponsor shall report the annual gallonage use by October 31st of every year for the period of October 1st through September 30th for the previous twelve (12) months each and every year of the facility's use whether any request for reimbursement occurred or not.

Audits

Project Sponsor shall maintain proper records and make them available for audits in accordance with applicable state and federal laws. Project Sponsor shall also resolve, to the satisfaction of Commission, any audit findings pertaining to funds under this grant document and shall pay Commission for all disallowed or questioned costs disclosed in the final audit report.

Liability Insurance

If Project Sponsor is a private individual or company it shall provide a minimum of \$1,000,000.00 combined single limit insurance for comprehensive general liability for the duration of the grant document. Alternatively, if Project Sponsor is a public entity it shall provide a minimum of \$1,000,000.00 combined single limit insurance for comprehensive general liability under a Self-Insurance Risk Management Program, or Insurance Pool.

Public Information Requirements

Project Sponsor shall install the required signage to be provided by Commission, which is to be clearly visible to direct boaters entering the facility to sewage pumpout and dump stations. In addition, Project Sponsor shall provide signs or markers indicating fees, restrictions, operating instructions and a contact name and telephone number if the facility is discovered inoperable and cooperate in any related boater environmental education program administered or approved by Commission.

Fees

Project Sponsor may charge a maximum of a five-dollar (\$5.00) fee per use, with no justification, for the use of the pumpout facilities constructed with these grant funds. All fee proceeds shall be retained, accounted for, and used by the grant recipient to defray operation and maintenance costs.

Spill Reporting and Cleanup

In the event of a spill or leak of materials from the boat sewage disposal facility, it shall be Project Sponsor's responsibility to promptly begin and complete a thorough cleanup of the spill area. Notwithstanding any federal, state, or local reports that are required for any spill, Project Sponsor shall notify Commission of any and all spills within 24 hours from the time the spill is discovered.

Ownership of Boat Sewage Disposal Facility

Except as otherwise provided herein, Project Sponsor shall retain ownership of the boat sewage disposal facility during the term of the grant. Project Sponsor may, during the term of the grant, transfer or convey its ownership interest in the facility only if said transfer or conveyance is accompanied by an assignment of Project Sponsor's rights and obligations detailed in this grant document and only after prior written approval by the commission. Commission shall not unreasonably withhold its consent to such assignment. Project Sponsor shall not at any time

during the term of the grant convert any facility which was acquired or constructed pursuant to the grant to a use other than those for which the assistance was originally approved.

Assignment

Project Sponsor may not assign this grant document, in whole or in part, without the prior written approval of Commission.

Project Sponsor Not an Employee of Commission

Project Sponsor, its employees or agents performing under this grant document are not considered to be employees or agents of Commission. Project Sponsor will not hold itself out as nor claim to be an officer or employee of Commission and will not make any claim, demand, or application to or for any right or privilege.

Governing Law

This grant document shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this grant document, venue shall be proper only in Thurston County. Project Sponsor acknowledges the jurisdiction of the courts of the State of Washington.

Severability

If any provision of this grant document shall be held invalid, such invalidity shall not affect the other provisions of this grant document which can be given without the invalid provision, and to this end the provisions of this grant document are declared to be severable.

Termination

This construction grant may be terminated upon 60 (sixty) days written notice from Commission to Project Sponsor in the event Project Sponsor violates any provision of this grant document, or defaults in the performance of any requirement hereof. All obligations of Commission under this grant document may be suspended or canceled, at the option of Commission, if any of the following events occur:

- Project Sponsor will otherwise be unable to complete the project, or any part of it, on time or
- Project Sponsor has failed to comply with any or all of its obligations under this grant document.

In the event this grant document is terminated by Commission, Project Sponsor shall, within 30 (thirty) days of any such termination, repay to Commission all funds disbursed to Project Sponsor by Commission for the project described herein. Interest shall accrue at the rate of twelve percent (12%) per annum from the time Commission demands repayment of funds. In lieu of repayment, Commission may require that any property acquired under this grant document become Commission property, and Project Sponsors liability, if any, to repay monies shall be reduced by an amount reflecting the fair value of such property.

Amendments

This grant document may be amended only by mutual agreement of the parties in writing.

No Wavier by Commission

Failure by Commission to insist upon the strict performance of any provision of this agreement shall not affect Commission's right to require strict performance of the same provision in the

future or any other provision. Failure by Commission to exercise any right based upon a breach, or acceptance by Commission of performance during such breach, shall not constitute a waiver of any of its rights or remedies with respect to such breach.

Survival

All obligations of Project Sponsor, which arise prior to the termination of this grant document, shall continue as obligations subject to the requirements of this grant document until fully performed. All Clauses of this grant construction document which require performance beyond the termination date shall survive the termination date of this document.

Future requests for O&M reimbursement following the termination date of this document shall only be allowed when requested on the proper forms provided by Commission and reference this agreement number and accompanied with appropriate supporting documentation.

Authority of Project Sponsor

Project Sponsor, by the signature of the authorized representative below, represents and warrants that this grant document is a legal, valid, and binding obligation on behalf of Project Sponsor and is enforceable in accordance with its terms.

IN WITNESS WHEREOF, this grant document is executed by:

City of Gig Harbor

Washington State Parks and Recreation Commission

By: _____

By: _____

Title: _____

Title: Administrator of Financial Services

Date: _____

Date: _____

City of Gig Harbor

Location: **3211 Harborview, Gig Harbor, WA 98335**

Mailing Address (if Different): **3510 Grandview St, Gig Harbor, WA 98335**

Phone: **(253) 853-7609**

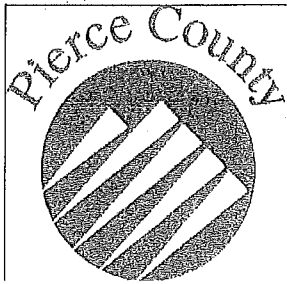
FAX: **(253) 851-8563**

Email: **stantonl@cityofgigharbor.net**

Federal TIN: **91-6001435**

WA State UBI Number: **273-000-606**

APPROVED AS TO FORM
By: Michael Ferguson AAG /s/
August 2009



South Sound 9-1-1 Agency

CHARTER

as of 2-16-11



Overview:

Public Safety Answering Points (PSAP's) and effective radio communications are the critical link between those who need help and the emergency responders who can provide that help. Being able to make immediate connection with a 9-1-1 operator followed by a quick response from a police officer or firefighter is the hallmark of a properly functioning first responder system. In Pierce County, inadequate facilities, aging radio infrastructure and unfunded federal mandates combine to create a situation where emergency 9-1-1 communications struggle to provide the type or level of service needed.

Problems to be solved (in Pierce County):

- Limited redundancy, survivability and interoperability in the current PSAP facilities.
- Current PSAPs are too small, outdated and not structured to meet current national standards for critical infrastructure.
- Current legacy radio systems will not operate under the new federal narrow band standards to be implemented January 1, 2013.
- Current data communication network is unable to provide adequate bandwidth to support the ever increasing mobile applications available to first responders.
- Need to comply with the Washington State Next Generation 9-1-1 Plan.

Goals of the Project:

- To assure state-of-the-art, fully redundant and survivable emergency communications in Pierce County, that will accommodate growth in call volume and meet all state and federal requirements.
- To design and implement a radio network that will comply with all federal narrow band requirements.
- To provide for a municipal emergency operations center (EOC) co-located with the fire communications center that will serve as primary EOC for the City of Tacoma and other member municipalities, as well as provide for redundant back-up of the County EOC.
- To provide effective, interoperable emergency communications coverage throughout the entire County.
- To design and implement a county-wide data communication system capable of supporting emerging technology.
- To design and implement a communication system that is in compliance with the Washington State Next Generation 9-1-1 Plan.
- To design an appropriate structure of governance to support ongoing operations of the emergency communications systems and radio networks.
- To operate emergency communications in the most cost-efficient manner possible, consistent with public safety.

Funding:

Without an appropriate level of funding, the goals of the project cannot be met. The funding structure of the project includes three components:

- Revenue generated from a new county wide 1/10 of 1% sales tax authorized by voters.
- Revenue generated from a new county wide additional 20 cent 9-1-1 tax to be implemented by the County Council.
- Revenue generated through interlocal agreements from participating agencies/jurisdictions.

Accessing the 1/10 of 1% sales tax revenue provided under RCW 82.14.420 and the additional County enhanced 911 excise taxes authorized under RCW 82.14B.030 will provide a long-term, stable funding source, which is critical for sustaining state of the art emergency communications facilities and equipment in Pierce County.

Guiding Principles:

All work to achieve the desired goal and outcomes must meet the following guiding principles.

- Provide a more effective and reliable 9-1-1 dispatch system and emergency radio/data communications network for the citizens of Pierce County.
- Provide a safer and more reliable 9-1-1 dispatch system and emergency radio/data communications network for the first responders of Pierce County.
- Work with participating jurisdictions to define a new model structure that is inclusive, where feasible, of the current model.
- Design a communications system in the most cost effective manner possible without jeopardizing any of the previous guiding principles.

Roles and Responsibilities:

It is essential to the success of this charter that the Team be committed to accomplishing the goals of this project. To accomplish this, the Team is resolved to take the following active roles and responsibilities.

Team Members:

- Participate fully in Team meetings.
- Share knowledge and expertise for the benefit of the Team and the accomplishment of the study.
- Accomplish "homework" at appropriate times to support the accomplishment of the study.
- Develop recommendations.
- Work collectively toward accomplishing the study.

Team Support:

- Recording team discussion through notes.
- Schedule meeting times and locations.
- Disseminate materials to Team Members.
- Assist in editing written report.

From: Karlinsey, Rob
Sent: Wednesday, March 02, 2011 12:48 PM
To: 'kphelps@co.pierce.wa.us'
Cc: Davis, Michael L
Subject: FW: Proposed New "South Sound 911 Agency"
Attachments: 20110302112933961.pdf

Kevin – Thanks so much for taking the time to meet with us yesterday. You did a great job explaining the proposal, and it is definitely worth looking into. See my email to my Mayor and City Council below. We will be discussing this at our retreat in the second half of April. Let me know if there's anything you need from me in the meantime. Also, would you or your designee be willing to make a presentation at a future City Council meeting?

Rob

Rob Karlinsey
City Administrator
City of Gig Harbor
www.cityofgigharbor.net
Office: 253.851.6127

“Dedicated to public service through teamwork and respect for our community.”

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From: Karlinsey, Rob
Sent: Wednesday, March 02, 2011 11:37 AM
To: Conan, Paul; Ekberg, Steve; Franich, Jim; Hunter, Chuck; Ken1barb@harbornet.com; Paul Kadzik; Payne, Tim; Young, Derek
Cc: Bower, Dick; Rodenbach, Dave; Davis, Michael L; Towslee, Molly; Johnson, Kay
Subject: Proposed New "South Sound 911 Agency"

Yesterday, Deputy County Executive Kevin Phelps met with GHPD command staff and me to discuss a proposal to create a new agency called “South Sound 911 Agency.”

The driving needs to create this organization are at least two-fold: 1) Interoperability between all jurisdictions in Pierce County (which is currently lacking right now) and 2) the Federal requirement to move from our ever-narrowing radio frequencies to the 400-8000 MHz frequency, the deadline for which is in two years. See attached proposed charter for more reasons to form this agency.

The proposal would dissolve the existing Law Enforcement Support Agency (LESA), and the new agency would take over communications and dispatch for all participating police and fire agencies.

The accompanying funding proposal is as follows:

- Go to the voters in November for a 0.1% county-wide sales tax increase
- Utilize the recently-imposed 20-cent increase in the 911 tax on phones
- Continue to charge jurisdictions for services, although at a lower amount (theoretically) than what we're paying LESA

If it's OK with you, we would like to discuss this further at the retreat in April.

Rob

Rob Karlinsey
City Administrator
City of Gig Harbor
www.cityofgigharbor.net
Office: 253.851.6127

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South Sound 911

Better **protection**. Better **service**.





FCC is requiring costly upgrades to emergency communication systems

Tacoma Fire/West Pierce Fire & Rescue have discussed co-locating dispatch facilities. Sheriff and others face expensive upgrades to radio systems

What if we could join forces to efficiently address all of those issues and deliver better service?

Dispatch

6 primary Public Safety Answering Points (PSAPs)

LESA

WSP

Puyallup

Fife

Buckley

JBLM



2 secondary PSAPs

Tacoma Fire

WPF&R



Tacoma Fire Communications Center: 90 years old

WPF&R dispatch built around 1940
- Cramped, cables everywhere, roof leaks
(note the plastic covering over the wires)



Radio Systems in Pierce County

VHF

Fire Communications

Pierce County

Buckley

Fife

WSP

Puyallup Tribal Police

400
MHz

Joint Base Lewis-
McChord

700
MHz

Pierce Transit

800
MHz

Tacoma

Puyallup

Data



Lack of bandwidth
limits first responders'
ability to transmit or
receive data in the field



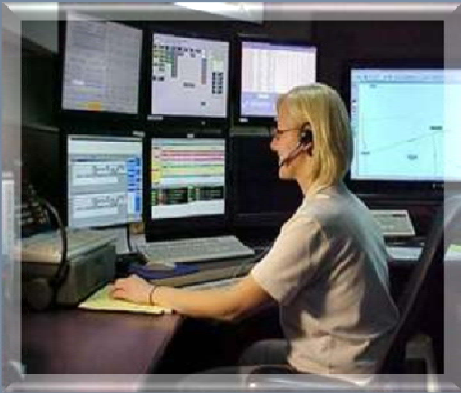
People want to send
texts, pictures or video
to 911, but we can't
receive it



- Eatonville shooting
- 9/11 terrorist attacks
- Virginia Tech shooting
- Clemmons manhunt



Goal - A solution for 3 ongoing issues:



Dispatch



Radio



Data

South Sound 911

Regional Cooperation & Governance

- Initial partners: Sheriff, Tacoma Police, Tacoma Fire, Lakewood Police, WPF&R
- Other jurisdictions are invited to join anytime

3 Funding Sources

- E911 excise tax, 0.01% sales tax levy, grants

Voter Approval

- Needs voter approval in November 2011

Benefits

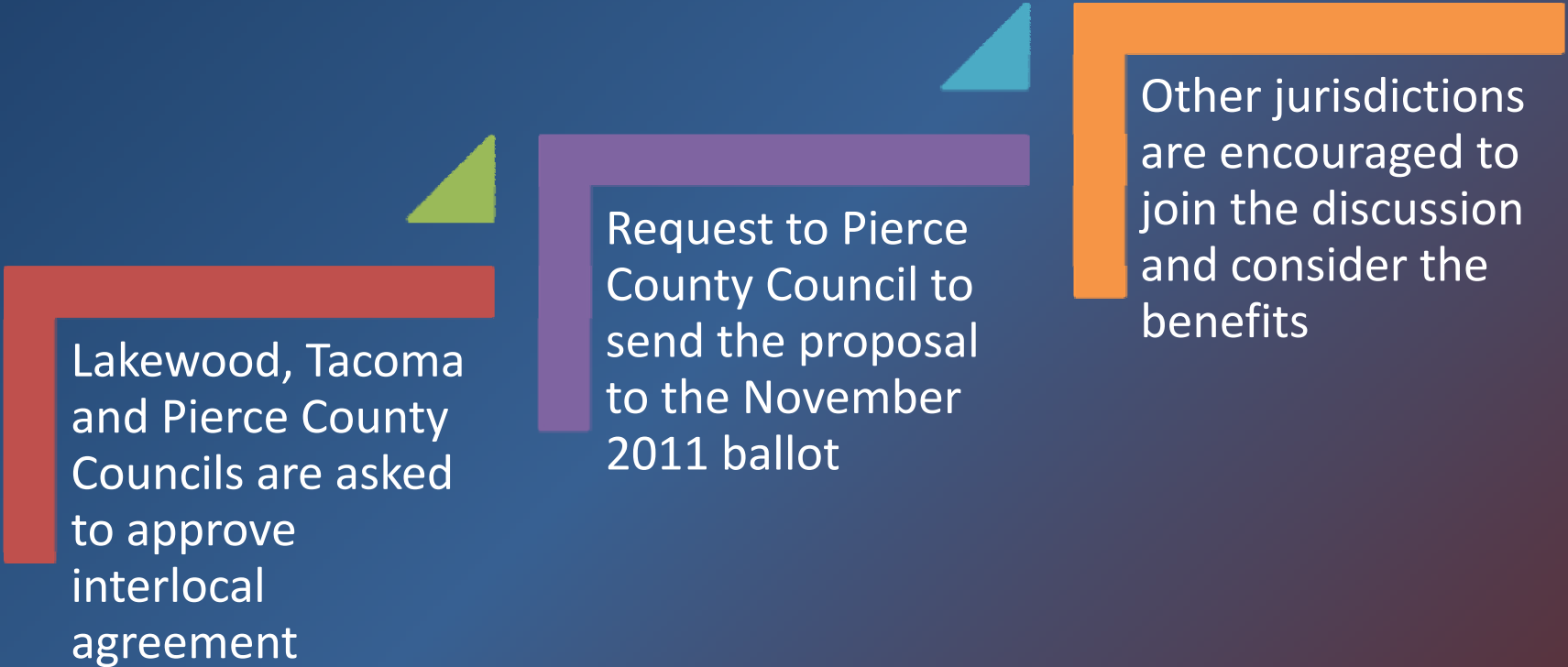
Consolidates and updates PSAPs

Establishes reliable
radio coverage
countywide

Dedicates revenue
stream to major
equipment needs,
so we won't have to
cut personnel to pay
for these systems

Provides better
protection for
citizens AND first
responders

Next steps



Lakewood, Tacoma
and Pierce County
Councils are asked
to approve
interlocal
agreement

Request to Pierce
County Council to
send the proposal
to the November
2011 ballot

Other jurisdictions
are encouraged to
join the discussion
and consider the
benefits

An aerial photograph of a coastal town during a disaster. A massive fire is burning across the upper portion of the town, with bright orange and yellow flames and thick black smoke rising into the sky. In the foreground, a large tsunami wave is crashing over the buildings, which are partially submerged. The water is dark and turbulent. The overall scene is one of catastrophic destruction.

**Will we be
prepared?**



Subject: Donkey Creek Project

Proposed Council Action:

Hold a Public Hearing and Consider the Options Presented.

Dept. Origin: Administration & PW

Prepared by: Rob Karlinsey

For Agenda of: May 23, 2011

Exhibits: Summary of Estimated Costs
MSA Slides from 5-9-11
Initial & Date

Concurred by Mayor: CLH 5/10/11

Approved by City Administrator: _____

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head: _____

Expenditure	Amount	Appropriation
Required: See below.	Budgeted: \$2,886,000	Required: See below.

INFORMATION / BACKGROUND

The vision to day-light Donkey Creek and restore its estuary began in 2001. Historic photos reveal that the creek that now flows under North Harborview Drive was originally crossed by the Donkey Creek Bridge. Until the early 1950's, the entire Museum site went underwater daily with each tide. The dirt fill is said to have been trucked-in when the Thriftway Shopping Center (aka QFC) was developed. Removal of the fill or "day-lighting" the conservation area that was purchased by the City from the Museum in 2006, will provide improved habitat for marine life and returning salmon.

In November 2006, the City entered into an agreement with the Gig Harbor Peninsula Historical Society (GPHS) which resulted in the City purchase of a conservation easement over GPHS property in 2009. The conservation easement was required in order to pursue restoration of Donkey Creek and improvements located within the nearby Austin Estuary. The City applied for \$3.5 million dollars in federal funds for the Donkey Creek Restoration Project.

The City of Gig Harbor received a state grant and two federal appropriations to perform the transportation improvements and restoration work at Donkey Creek and Austin Estuary. The state grant is administered by the Washington State Recreation and Conservation Office (RCO-\$325,000). The two federal appropriations totaling \$2.26 million (out of \$3.5 million requested) are administered by the United States Fish and Wildlife (USF&W - \$800,000) and the Department of Housing and Urban Development (HUD - \$1,461,000). The City will contribute additional funds from the City's Stormwater Capital account (\$300,000) for stormwater and other improvements for a total combined project budget of \$2,886,000. The various funding sources are discussed "Fiscal Consideration" section, below.

The City has retained Murray, Smith & Associates, Inc. (MSA) to develop a project concept that meets each of the City's funding source requirements, can be approved by the permitting agencies, and can be constructed within the available budget. The recommended concept will daylight the creek from the harbor to an existing storm structure just south of North Harborview Drive (~120-ft of open-cut and ~80-ft within a 22-ft wide arch culvert), shift traffic patterns to enhance accessibility and safety, and provide a park (~4,000 sq.ft.) area adjacent to the newly daylighted creek.

Funding is in place and the design team created four day-lighting design options for consideration:

- 1) Pedestrian Bridge
- 2) 10-ft Jack & Bore
- 3) 22-ft Culvert
- 4) Pocket Park Day-lighting.

Attached is a table summarizing the costs of the four options plus a Councilmember-requested addition described later in this agenda bill. The 4th option, the Pocket Park Day-lighting, is the recommendation of the Mayor, City staff and the engineering team of Murray, Smith and Associates (MSA) following 6 months of exploration, design development, cost analysis, agency workshops, on-site consultation and ground-truthing. This option meets each of the federal and state funding source requirements, can be approved by the permit agencies, and can be constructed within the available budget.

MSA presented their recommendation to City Council members on May 9th as a "puzzle" of independent elements. The slides from their May 9 presentation are attached to this agenda bill. If approved, the recommended transportation and safety element would improve the corner of Harborview and North Harborview at the new Harbor History Museum entrance by moving the existing 3-way stop further up to the Austin Street corner. Direct access to the Finholm District would be maintained by reconfiguring North Harborview as a one-way. Austin Street would also become a one-way making Donkey Creek Park, in essence, a modified giant "round-about" with improved pedestrian safety and traffic flows. Fish Habitat will be improved with restoration of the estuary and Recreational Improvements include a new pocket park, viewing platforms, pedestrian trails, interpretive signage and a kayak landing at Austin Estuary Park.

Since the May 9, 2011, City Council meeting, at least one Councilmember has requested that as an addition to Option 4, the City consider widening and stabilizing Austin Street to two-lanes as well as closing North Harborview Drive. Under this proposal, this section of North Harborview Drive would be open to pedestrians and cyclists but closed to motor vehicles. Two-way traffic on Austin Street would become the primary access for vehicle traffic to and from the Finholm neighborhood. Costs for the proposed addition to Option 4 are summarized below:

Stabilize Austin as 2-way and Improve Austin/Harborview Intersection (\$660,000 plus contingency, tax and engineering)	\$ 982,000
Construct Parking Lot and Reconfigure Sidewalks & Vehicular Access (\$60,000 plus contingency, tax and engineering)	\$ 90,000
Re-grade for Improved Accessibility between Parks - Landscaping (\$30,000 plus contingency, tax and engineering)	\$ 45,000
TOTAL (plus contingency, tax and engineering)	\$1,117,000

An Open House is scheduled on Monday, May 23, 2011, at 5:00 pm to give the public an opportunity to review the preferred design and to comment.

FISCAL CONSIDERATION

The City's recommended Design Option #4 funding of up to \$2,886,000 will be from the City's Stormwater Fund and in the form of expense reimbursements through RCO, HUD and USFW, described as follows:

FISH PASSAGE FUNDING (US Fish and Wildlife through Congressman Dick's office):

USFW awarded funds to the City of Gig Harbor *"in order to accomplish restoration activities at Donkey Creek."* Discussions with Congressman Dicks' office confirm that in collaboration with the City, local agencies may revise the scope to meet the budget. The final agreement with USFW was approved in December of 2009 and did not identify a pedestrian bridge.

TRANSPORTATION FUNDING (HUD through Senator Murray's office):

HUD awarded funds to the City of Gig Harbor under the Economic Development Initiative – Special Project, Neighborhood Initiative. Funding from HUD was approved in January of 2011. Since a pedestrian bridge, in this case, does not represent a transportation improvement (it replaces an existing, functioning sidewalk), it was not identified in the final scope of the agreement.

RECREATION FUNDING (WA State RCO Grant for Estuary Park):

RCO awarded funds to the City of Gig Harbor in February of 2008 as a revised award under the Scofield Estuary Park application submitted in 2006. The revised scope is to remove the rip-rap at the existing outfall, create a pedestrian trail, kayak landing, and upgrade the entrance and street-face at Harborview Drive. The award was finalized in February of 2009 and extends through February of 2012.

STORMWATER FUNDING (2011 City Budget – Stormwater Funds):

The City has allocated \$300,000 in the 2011 Budget for storm improvements at Donkey Creek to correct on-going maintenance and operations issues. The existing storm drain routinely becomes plugged at the structure located under the storage building on the history museum site. This impacts the operation of the existing pipe and necessitates excessive maintenance and cleaning activities that need to be conducted by accessing the pipe via the structure. The project will reduce maintenance by removing the structure and section of pipe where most of the debris becomes stuck, and improving crew access to the remaining storm pipe.

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION / MOTION

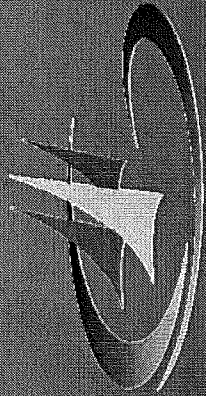
Move to: Select a preferred alternative or continue to the next regular City Council meeting.

Project Budget: ~ \$ 2,886,000 with currently available funding

No.	Element	Estimated Construction Costs					
		Pedestrian Bridge Creek Crossing	Plate Arch Culvert Creek Crossing	10' Jack & Bore	Pocket Park & One-Ways	Close N.Harborview with 2-way Austin**	Pocket Park PLUS close N.Harborview with 2-way Austin
1	Creek Crossing	\$ 1,100,000	\$ 1,255,000	\$ 1,200,000	\$ 980,000	\$ -	\$ 980,000
2	Daylighting	\$ 625,000	\$ 625,000	\$ 625,000	\$ 460,000	\$ -	\$ 460,000
3	Roadway	\$ 905,000	\$ 245,000	\$ 245,000	\$ 245,000	\$ 660,000	\$ 905,000
3a	Parking Lot, sidewalk and vehicle access reconfiguration	not included	n/a	n/a	n/a	\$ 60,000	\$ 60,000
4	Park Improvements	\$ 245,000	\$ 245,000	\$ 245,000	\$ 245,000	\$ -	\$ 245,000
4a	Donkey Creek Park connection - landscaping and accessibility	not included	n/a	n/a	n/a	\$ 30,000	\$ 30,000
	Subtotal	\$ 2,875,000	\$ 2,370,000	\$ 2,315,000	\$ 1,930,000	\$ 750,000	\$ 2,680,000
	Contingency (15% - 25% depending on risk)	\$ 719,000	\$ 474,000	\$ 463,000	\$ 290,000	\$ 188,000	\$ 478,000
	Sales Tax at 8.4%	\$ 302,000	\$ 239,000	\$ 233,000	\$ 186,000	\$ 79,000	\$ 265,000
	Subtotal Contingency and Sales Tax	\$ 1,021,000	\$ 715,000	\$ 695,000	\$ 476,000	\$ 267,000	\$ 743,000
	Subtotal Construction Estimate	\$ 3,896,000	\$ 3,085,000	\$ 3,010,000	\$ 2,406,000	\$ 1,017,000	\$ 3,423,000
	Reimbursible Engineering, Construction Management and Special Inspection*	\$ 577,000	\$ 477,000	\$ 477,000	\$ 477,000	\$ 100,000	\$ 577,000
	TOTALS	\$ 4,473,000	\$ 3,562,000	\$ 3,487,000	\$ 2,883,000	\$ 1,117,000	\$ 4,000,000
	Net funds over (under) \$2.886 million	\$ 1,587,000	\$ 676,000	\$ 601,000	\$ (3,000)	n/a	\$ 1,114,000

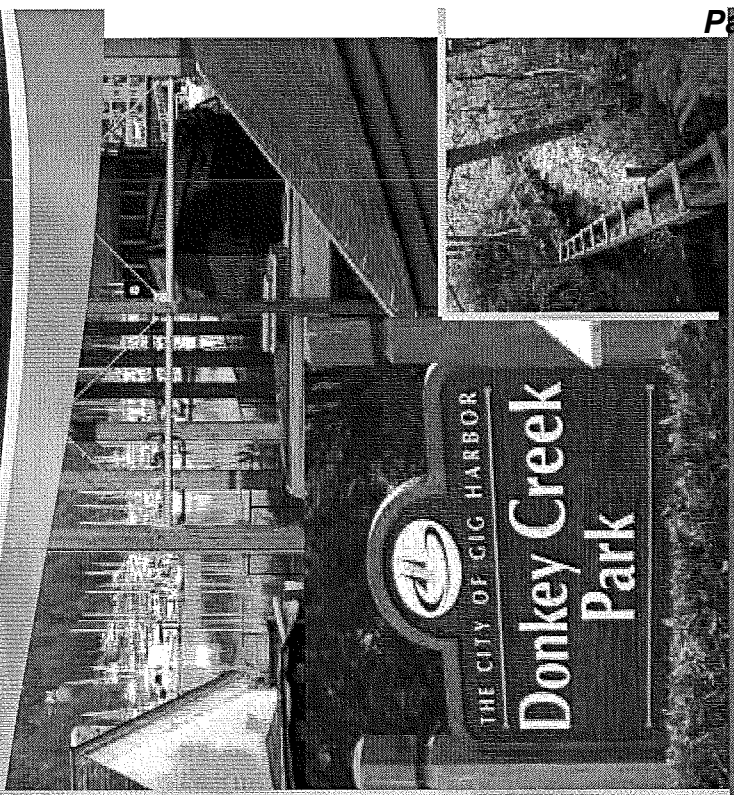
* increased engineering amounts in ped bridge and Close N.Harborview options due additional design required and permitting unknowns (at existing culvert under Austin/Harborview)

** For this added component, contingency was increased to 25% due to increased risks. Adding the components (Pocket Park & One-Ways plus Close N. Harborview with 2-way Austin) together, the total project cost is \$2,883,000 + 1,117,000 = \$4,000,000. This combined amount is over the current funds available, and additional funding would need to be identified to fund the added Close North Harborview component.



Donkey Creek and Austin Estuary Restoration and Roads Project

May 9, 2011

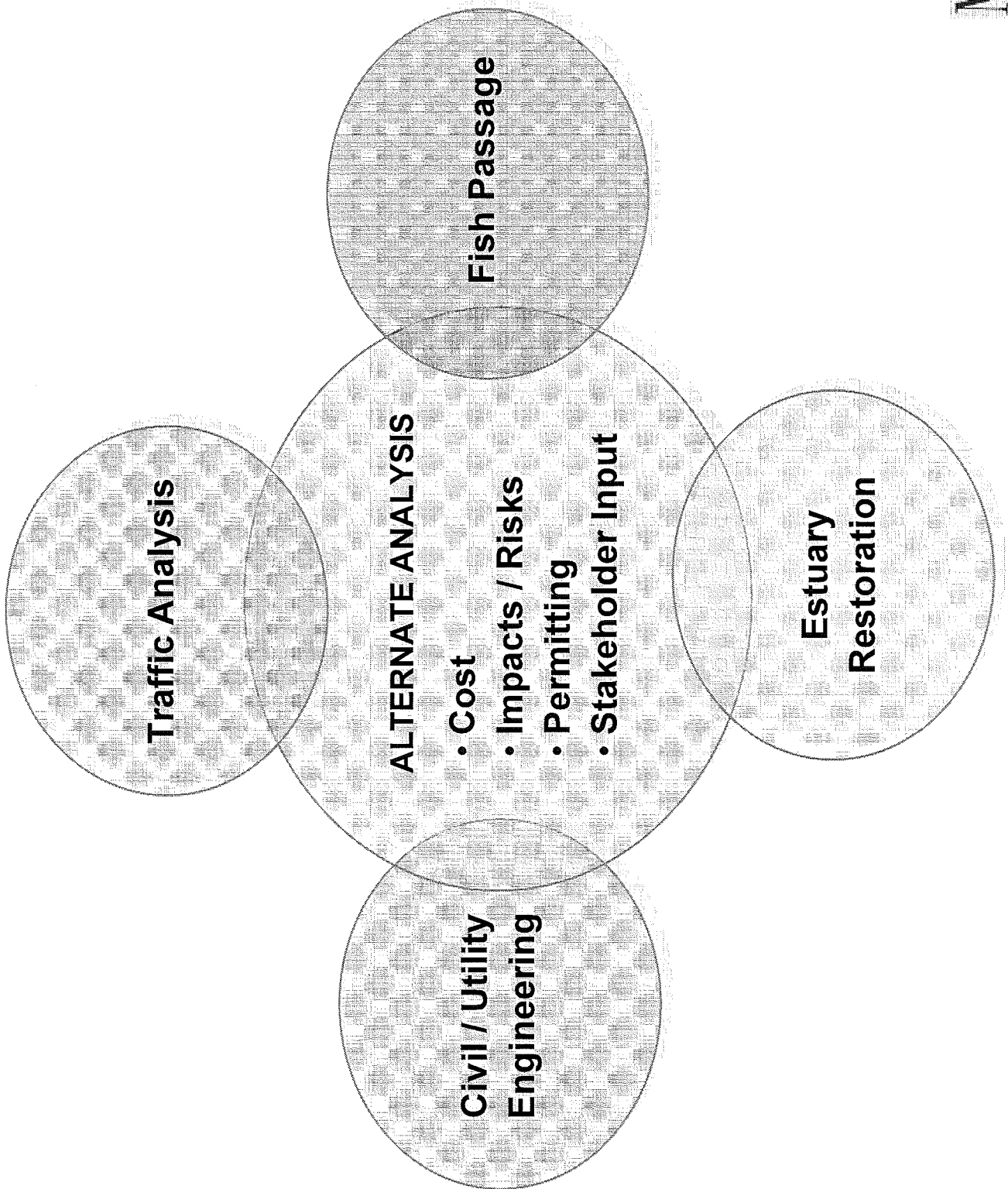


Presented by
Chris Uber, P.E.: Principal in Charge
Marshall Meyer, P.E.: Project Manager

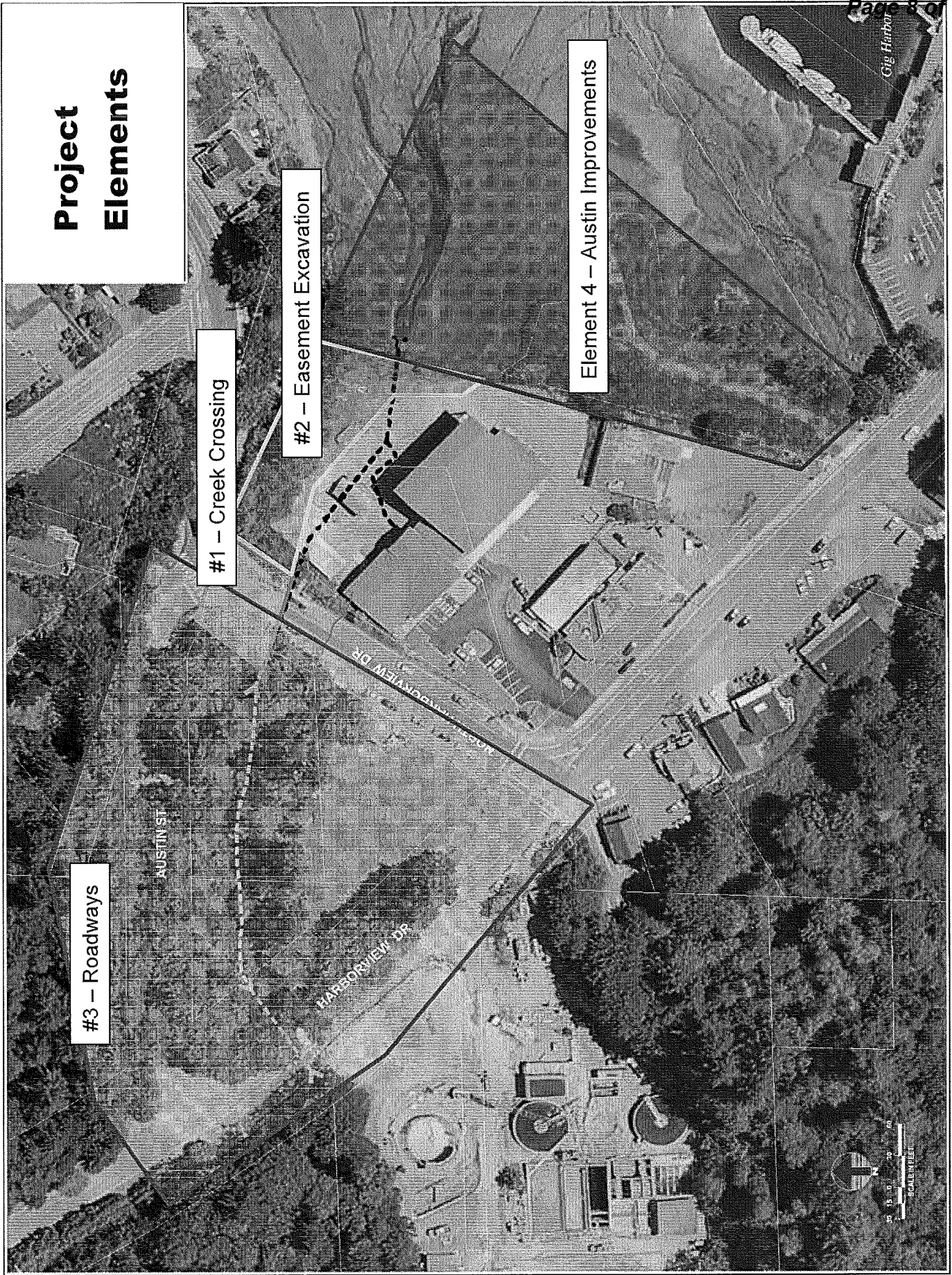
MSA Murray, Smith & Associates, Inc.

Project Goals

1. Meet Scope of Each Grant
2. Design Project Within Budget



Project Elements

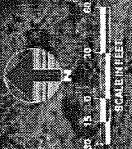


#1 - Creek Crossing

#2 - Easement Excavation

#3 - Roadways

Element 4 - Austin Improvements



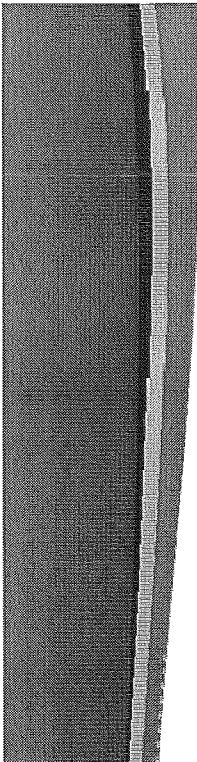
Funding Sources

FUNDING SOURCE	AMOUNT
RCO Grant	\$ 325,000
HUD Grant	1,461,000
USFW Grant	800,000
CITY Stormwater Fund	300,000
TOTAL	\$ 2,886,000

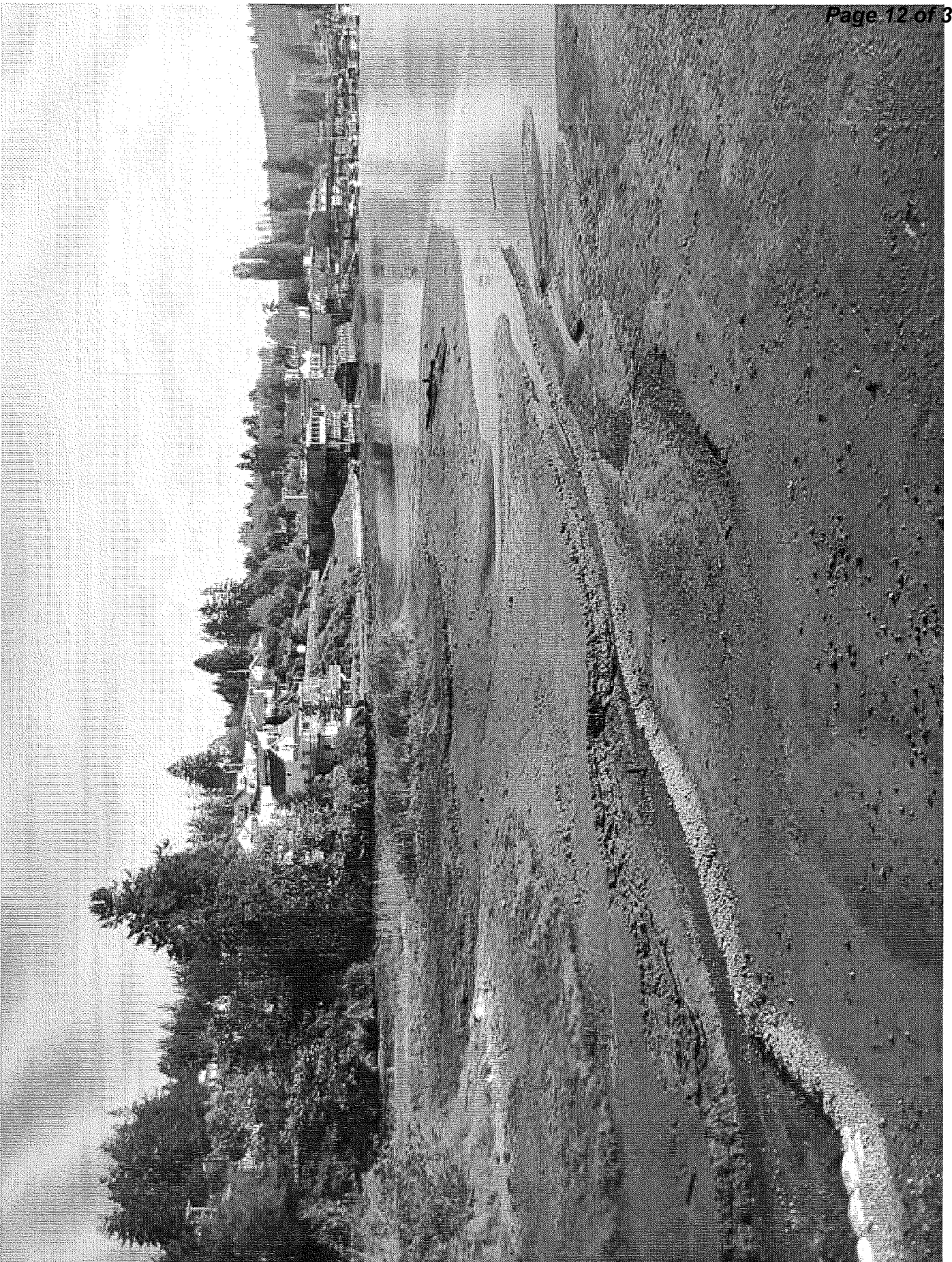




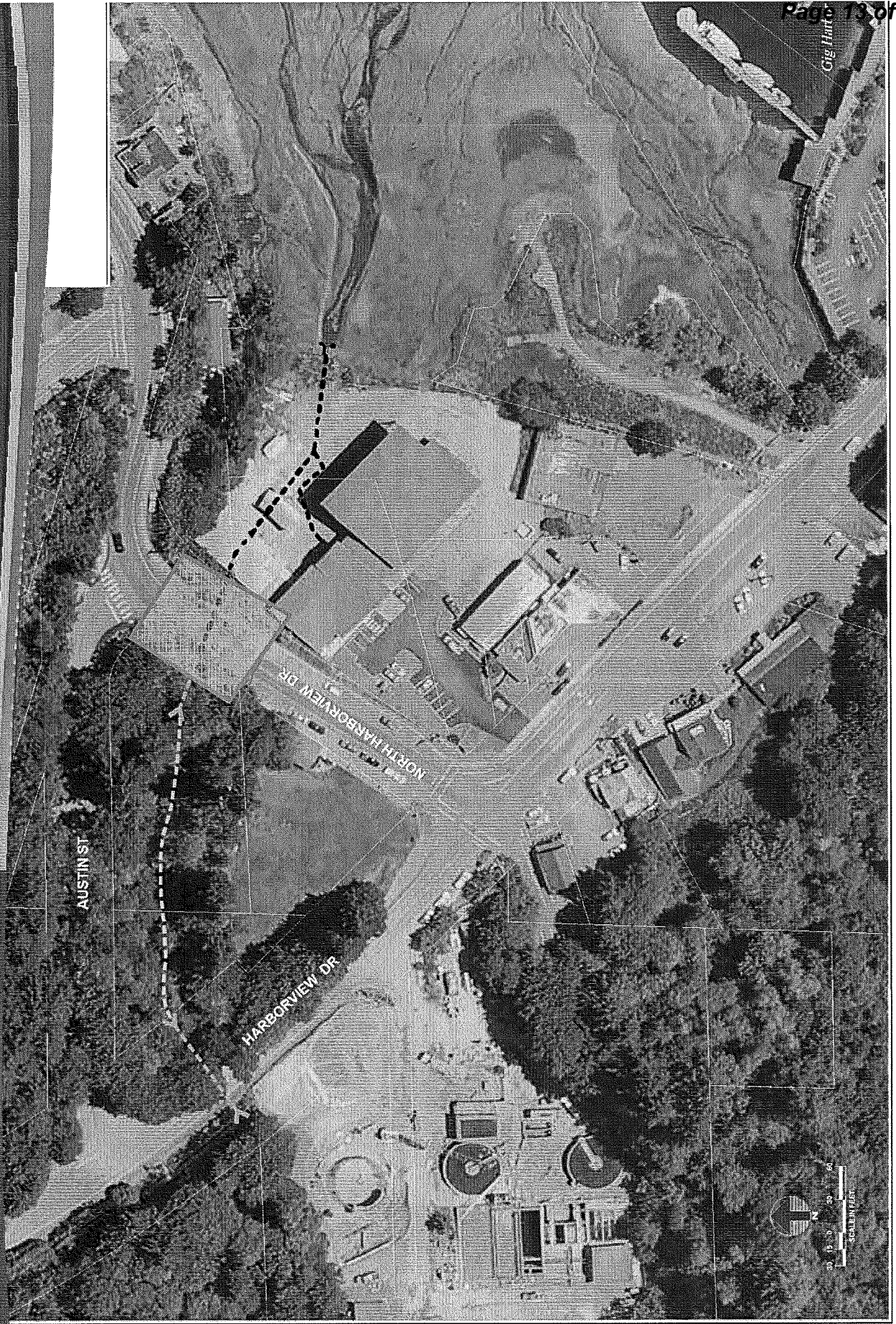
BLACK ---- Easement
BLUE ---- Existing Pipe



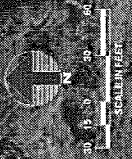




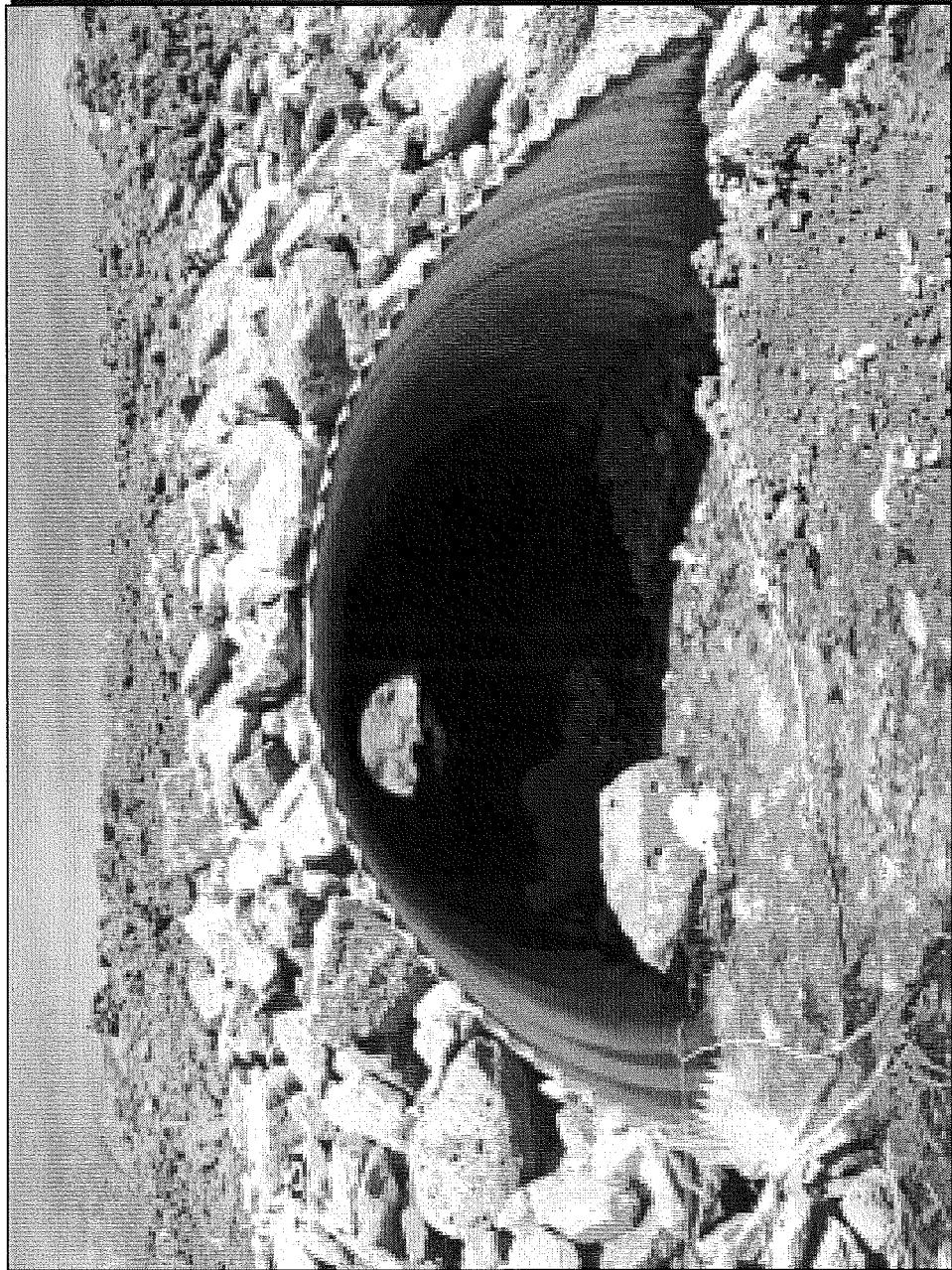
Creek Crossing and Roadway Utilities

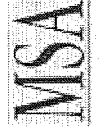


Gig Harbor

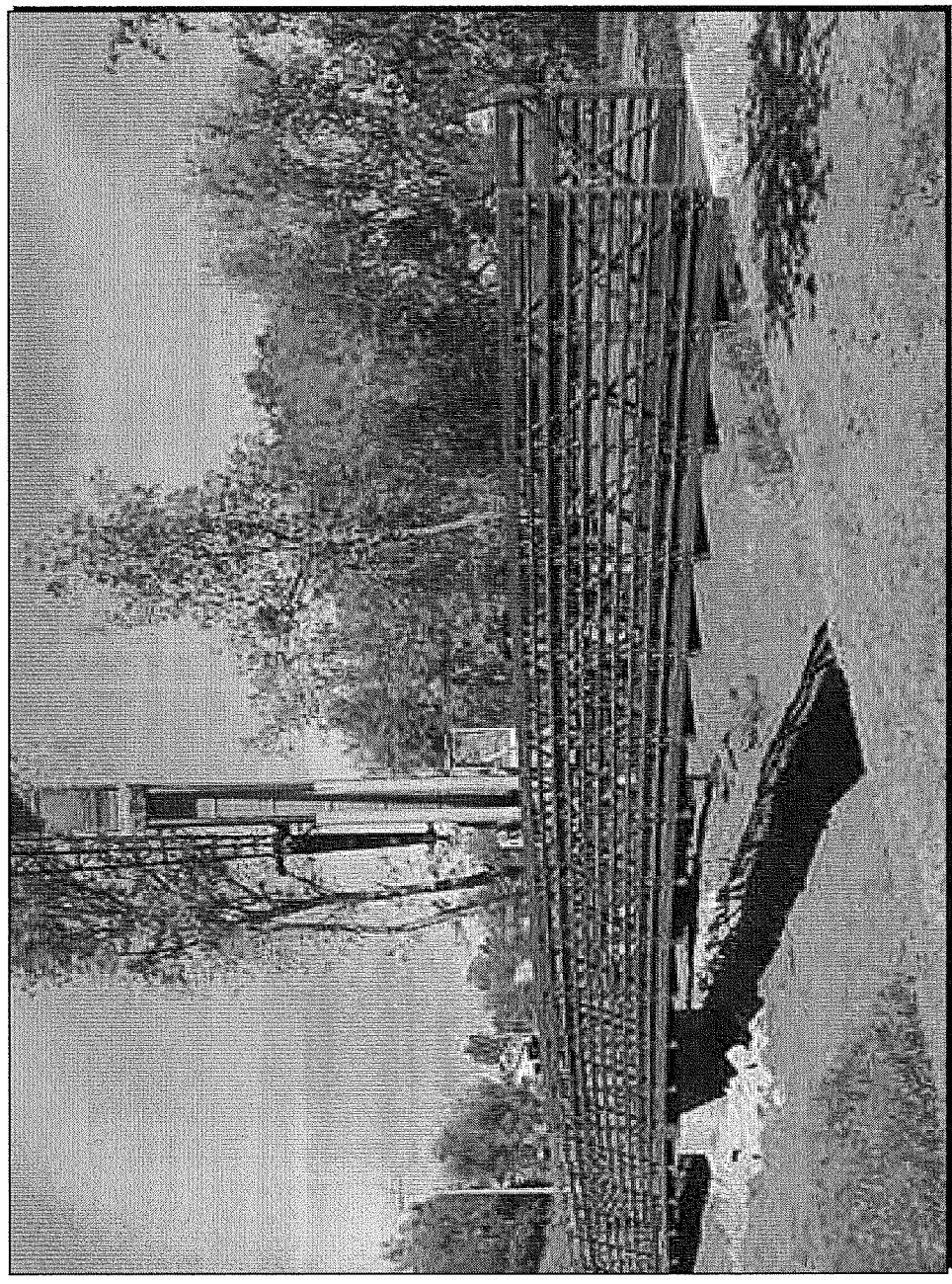


Arch / Plate Culvert





Pedestrian Bridge

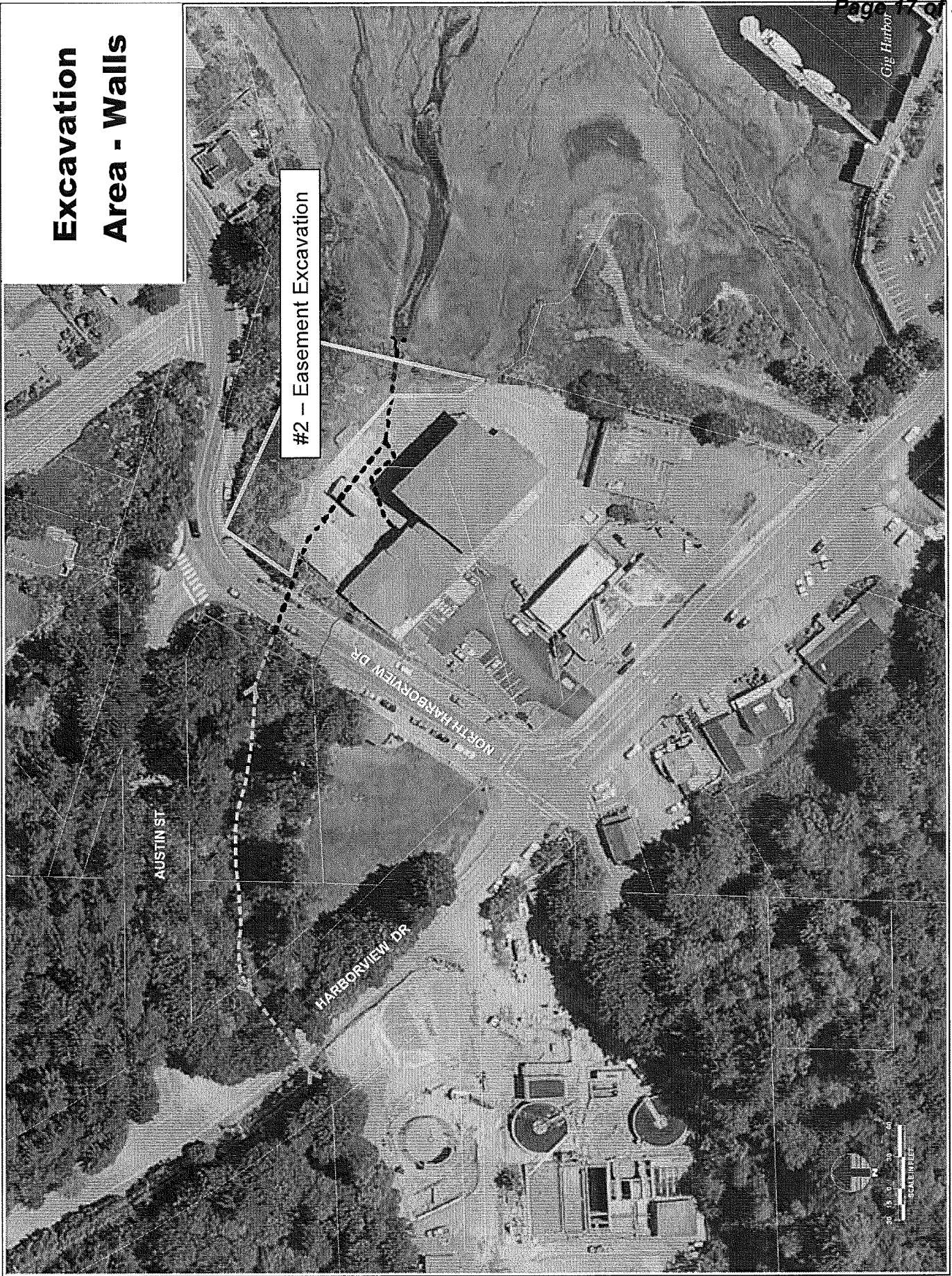


Jack and Bore



Excavation Area - Walls

#2 - Easement Excavation

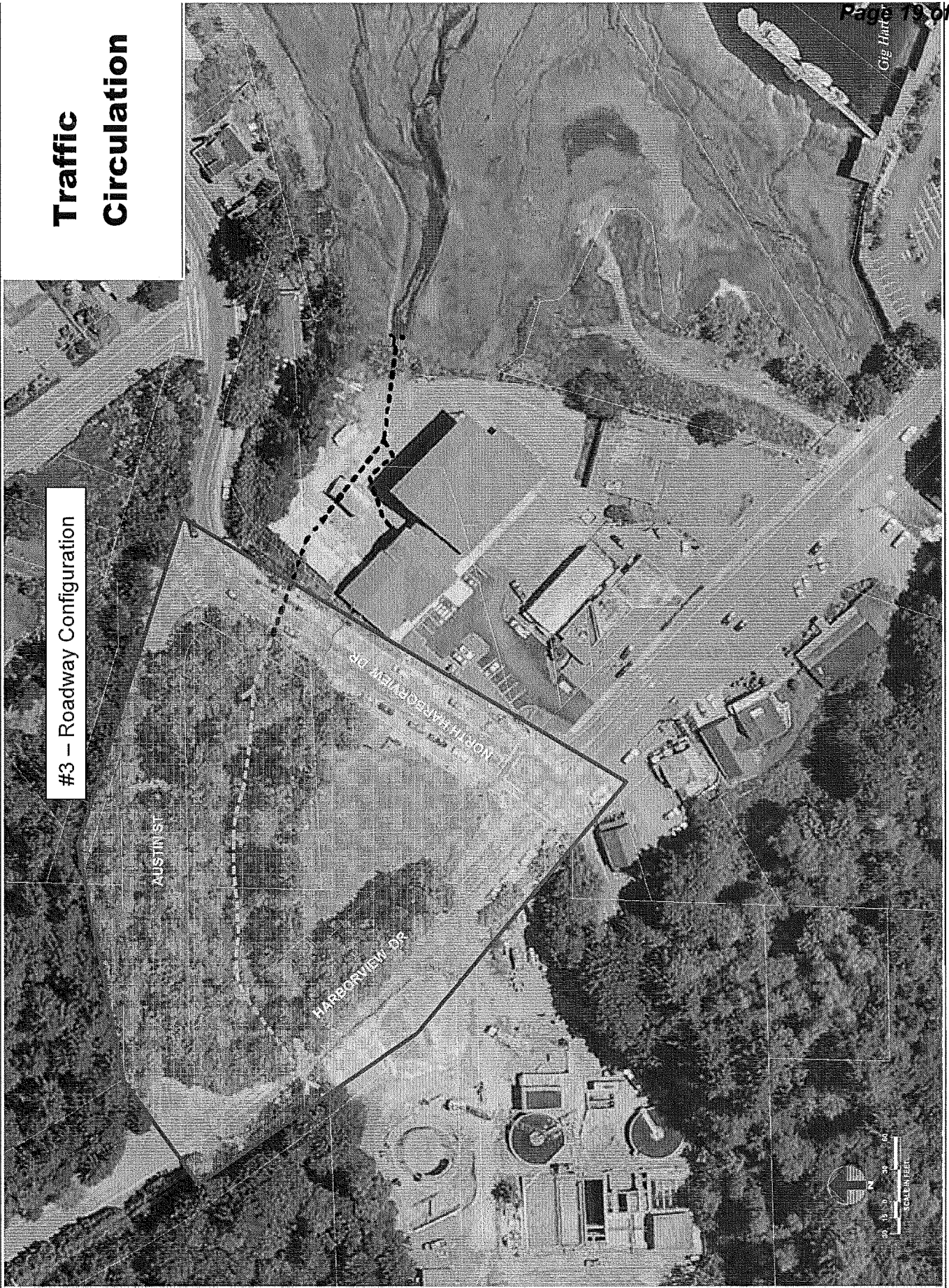


Steel Sheet Pile

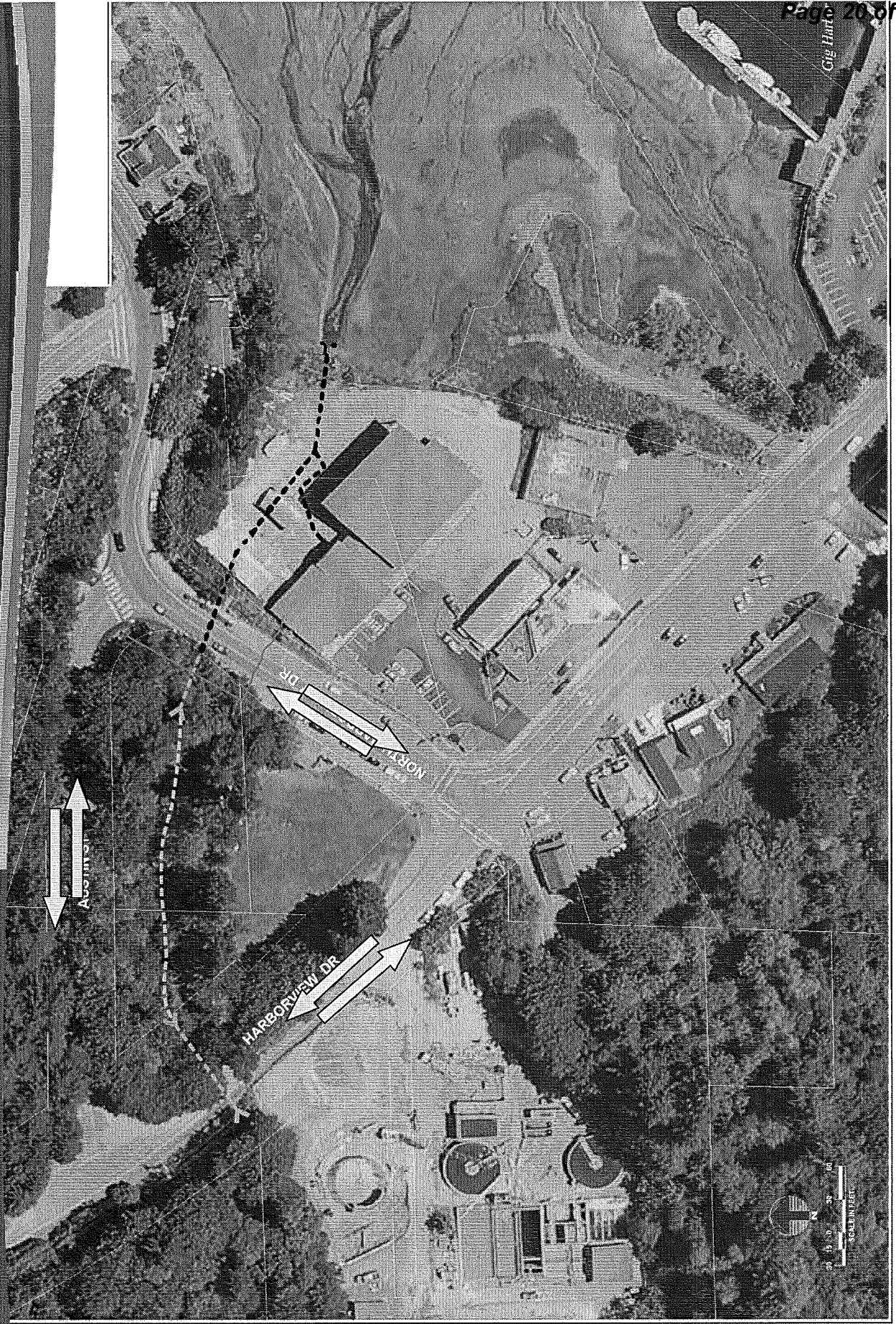


Traffic Circulation

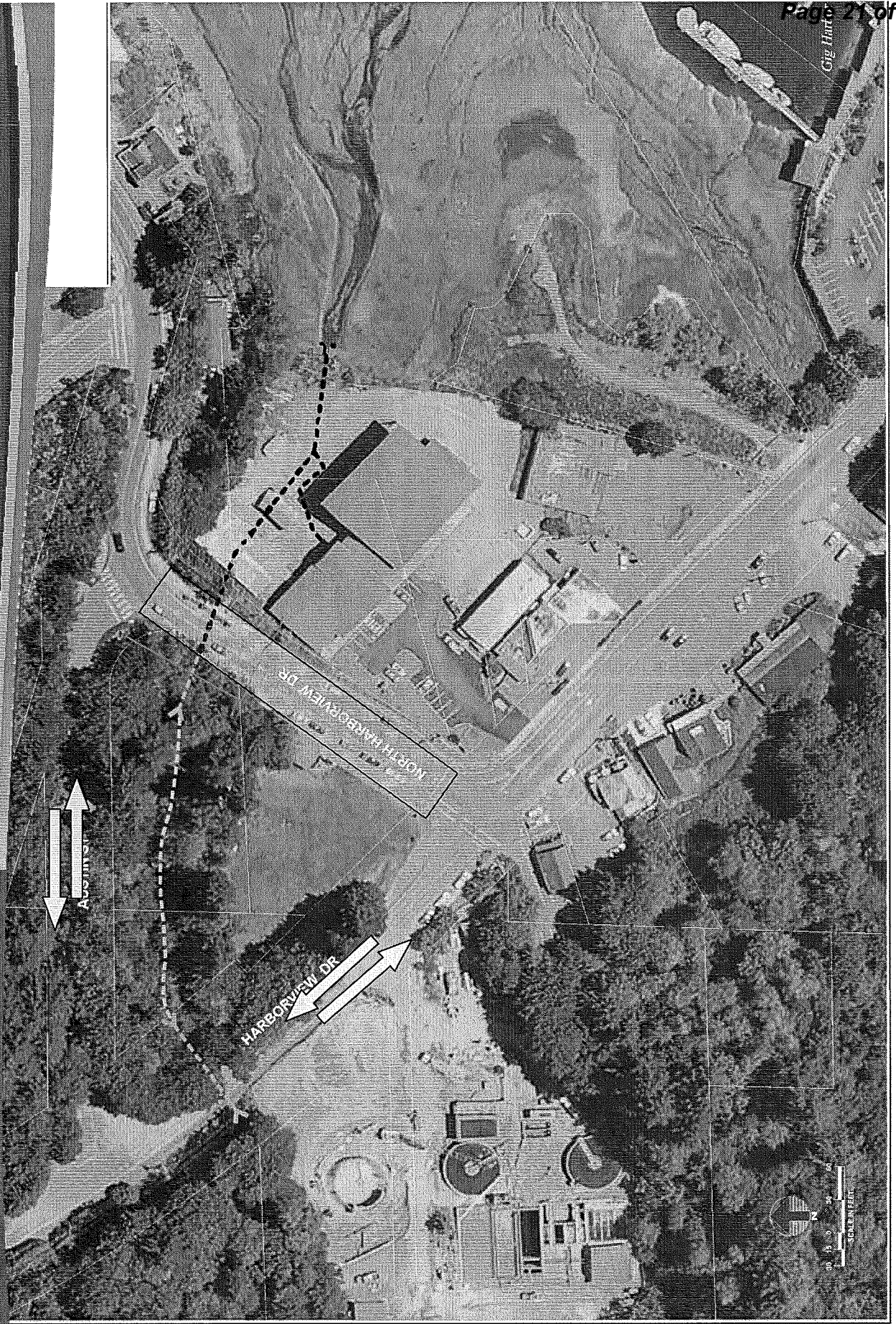
#3 - Roadway Configuration



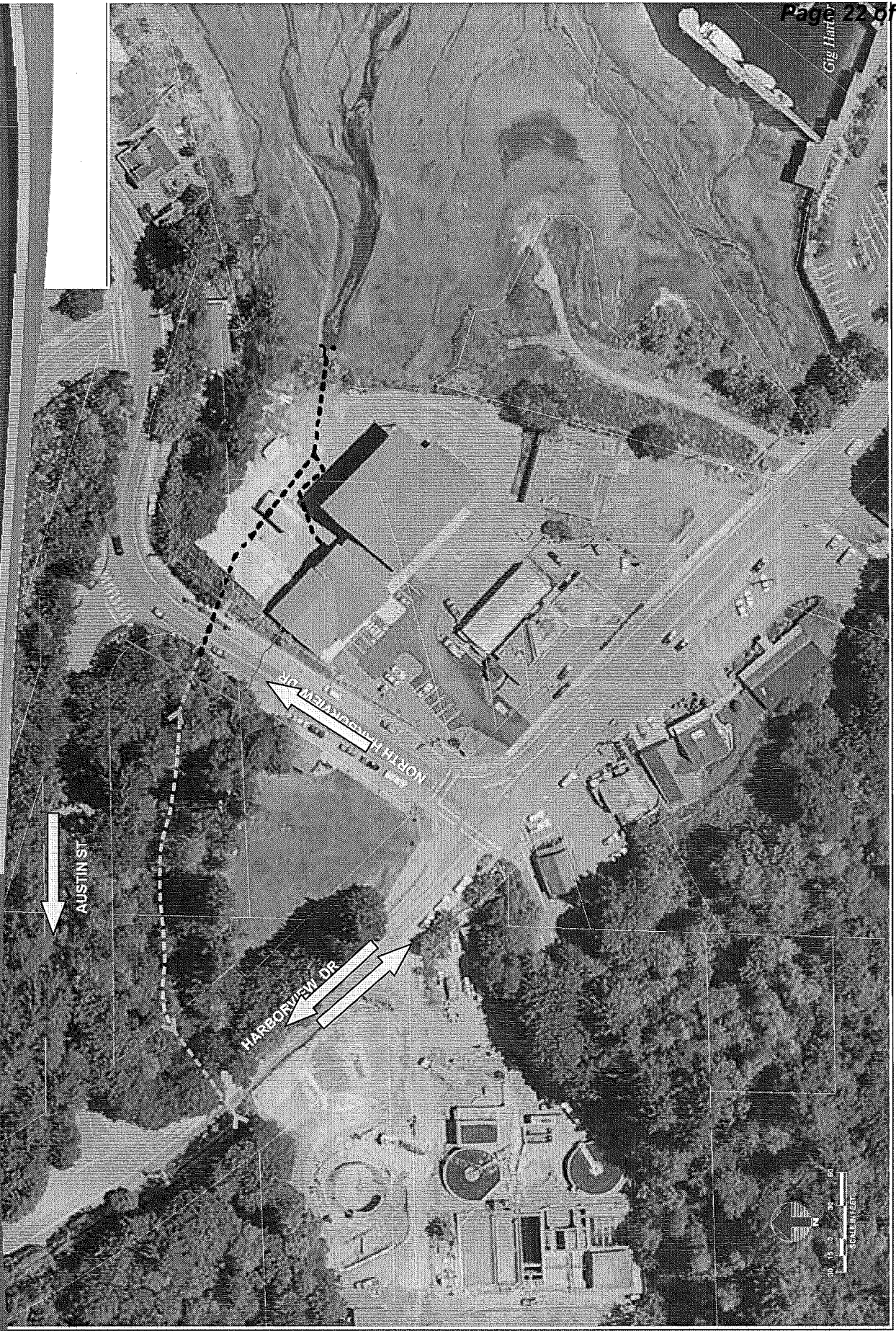
Maintain Existing Traffic Patterns



Close North Harborview



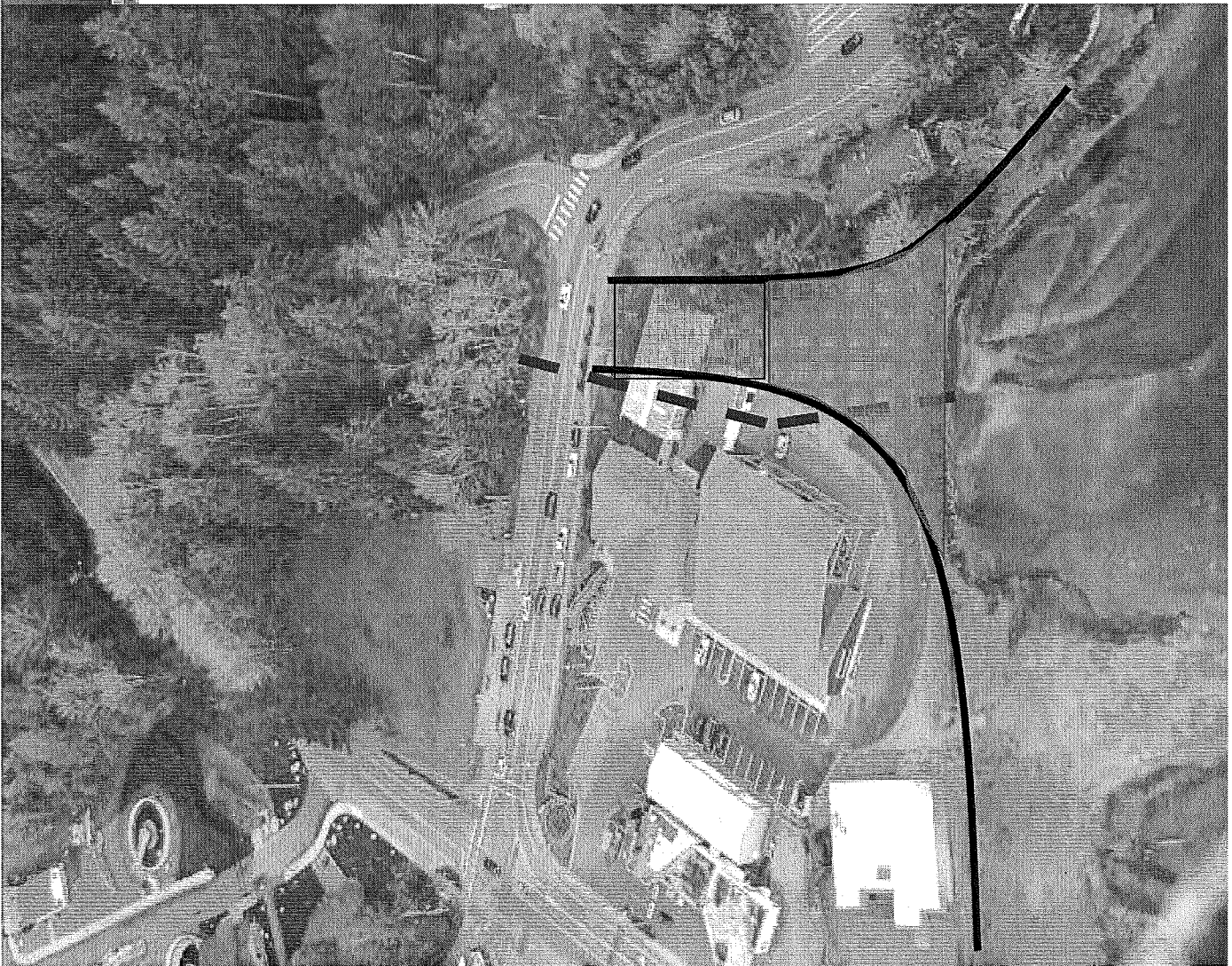
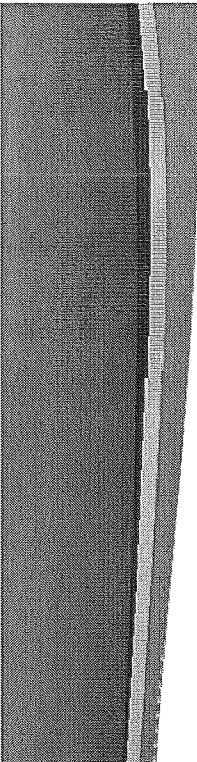
One-Way on Austin and North Harborview





BLACK Easement

BLUE Existing Pipe



Recommended Alternative – Pocket Park and One-Ways

PROJECT ELEMENT	AMOUNT
#1 Creek Crossing	\$ 980,000
#2 Easement Excavation	460,000
#3 Roadways	245,000
#4 Park Improvements	245,000
15% Contingency	290,000
8.4% Sales Tax	186,000
Subtotal	2,406,000
Admin and Engineering	477,000

TOTAL \$ 2,883,000

FUNDING BUDGET - \$2,886,000



OTHER OPTIONS CONSIDERED

- 10-Foot Diameter Jack and Bore
- Plate Arch Culvert Creek Crossing
- Pedestrian Bridge Creek Crossing

10-foot Jack and Bore

PROJECT ELEMENT	AMOUNT
#1 Creek Crossing	\$ 1,200,000
#2 Easement Excavation	625,000
#3 Roadways	245,000
#4 Park Improvements	245,000
20% Contingency and Sales Tax	695,000
Subtotal	\$3,010,000
Admin and Engineering	477,000

TOTAL \$ 3,487,000

FUNDING BUDGET - \$2,886,000

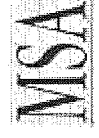


Plate Arch Culvert Creek Crossing

PROJECT ELEMENT	AMOUNT
#1 Creek Crossing	\$ 1,255,000
#2 Easement Excavation	625,000
#3 Roadways	245,000
#4 Park Improvements	245,000
20% Contingency and Sales Tax)	715,000
Subtotal	3,085,000
Admin and Engineering	477,000

TOTAL \$ 3,562,000

FUNDING BUDGET - \$2,886,000



Pedestrian Bridge Crossing

PROJECT ELEMENT	AMOUNT
#1 Creek Crossing	\$ 1,100,000
#2 Easement Excavation	625,000
#3 Roadways	905,000
#4 Park Improvements	245,000
20% Contingency and Sales Tax	865,000
Subtotal	3,740,000
Admin and Engineering	577,000

TOTAL \$ 4,317,000

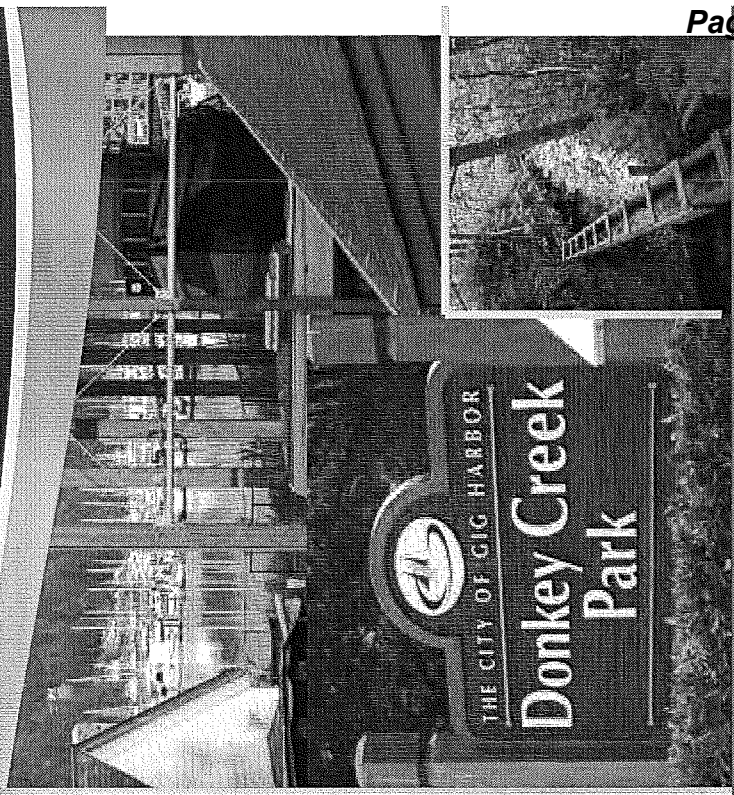
FUNDING BUDGET - \$2,886,000



Next Steps

- **Finalize Design**
- **Submit Permits**
- **Bidding and Award**
- **Construction (Summer of 2012)**

Thank You



1950's - DONKEY CREEK BRIDGE



The Peninsula Light Company Building shown here in red was located on the corner of Harborview Drive and the old Donkey Creek Bridge (now North Harborview Drive).

The bridge was removed, the creek was rerouted through a 36-inch pipe, and the estuary area (highlighted in yellow) was buried with fill said to have come from the Thriftway Shopping Center (aka QFC) development.



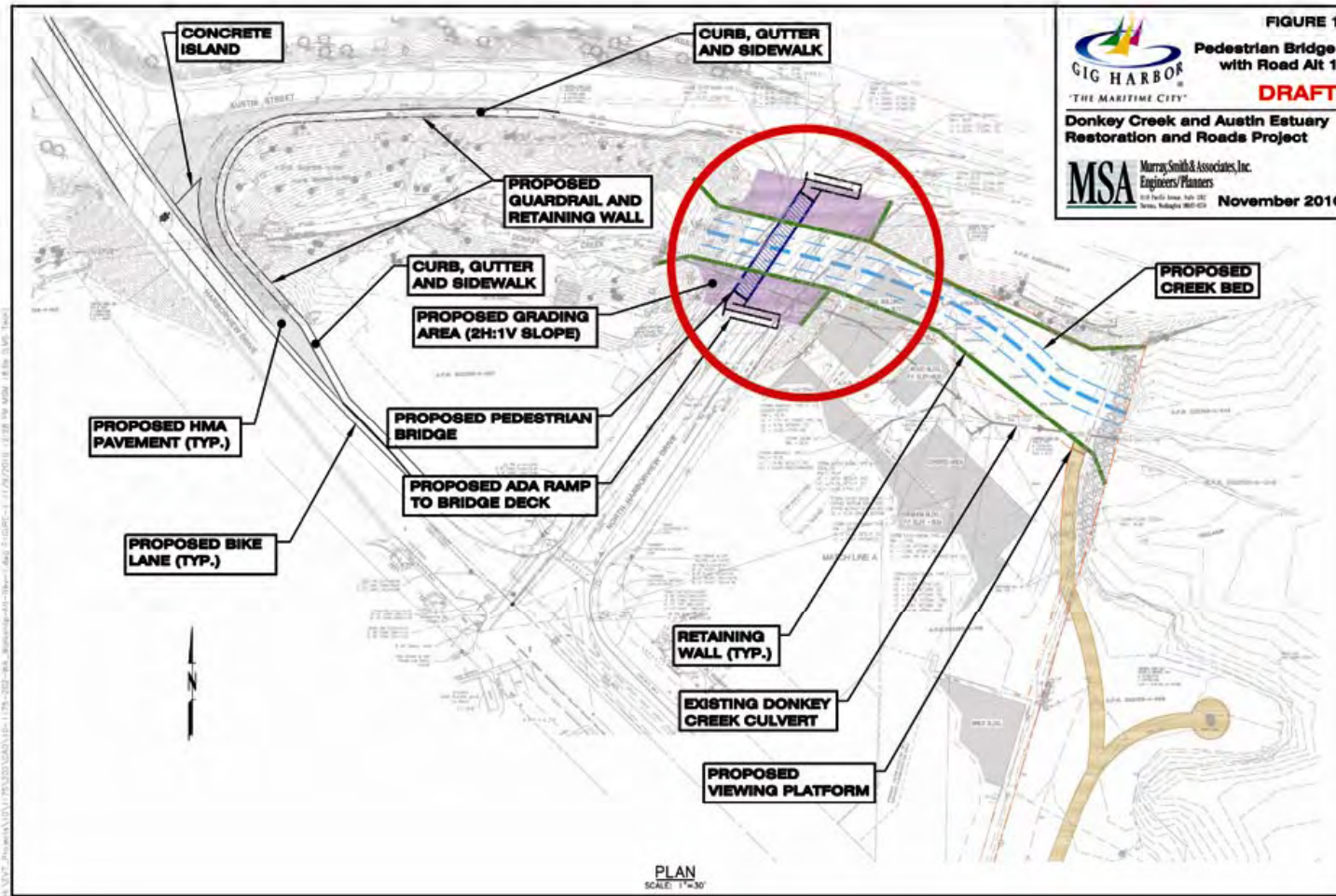
FUNDING SOURCES

AMOUNT

#A FED - HUD GRANT	\$ 1,461,000
#B US FISH & WILDLIFE	800,000
#C WA STATE RCO GRANT	325,000
CITY Stormwater Fund	300,000
TOTAL	\$ 2,886,000



1. PEDESTRIAN BRIDGE

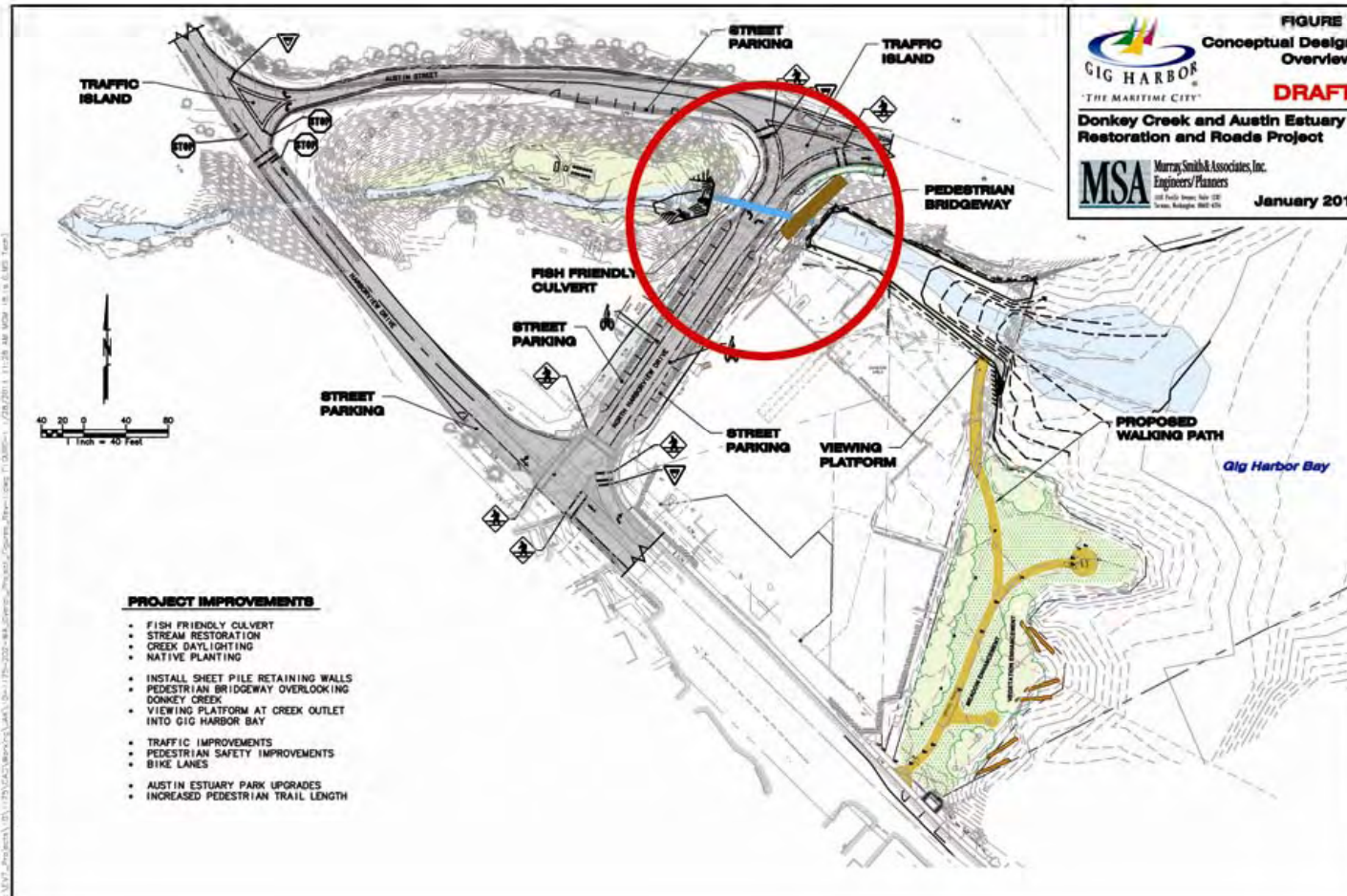


ELEMENT	AMOUNT
#1 Creek Crossing	\$ 1,100,000
#2 Easement Excavation	625,000
#3 Roadways	905,000
#4 Park Improvements	245,000
20% Contingency and Sales Tax	865,000
 SUBTOTAL	 —3,740,000
Admin and Engineering	577,000
 TOTAL	 \$ 4,317,000

EXISTING FUNDS 2,886,000

OVER / UNDER **\$1,431,000**

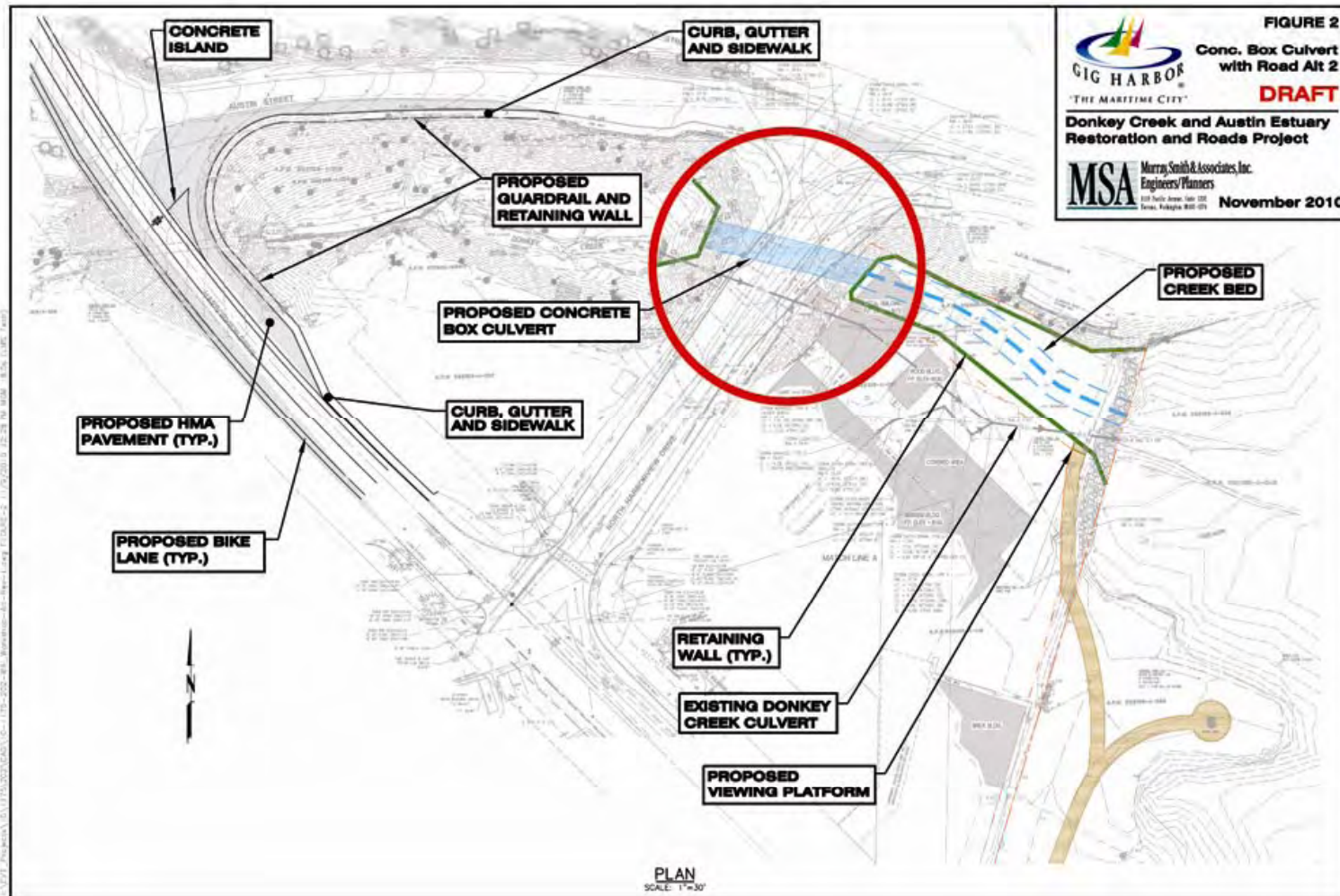
2. 10-ft JACK & BORE



ELEMENT	AMOUNT
#1 Creek Crossing	\$ 1,200,000
#2 Easement Excavation	625,000
#3 Roadways	245,000
#4 Park Improvements	245,000
20% Contingency and Sales Tax	695,000
 SUBTOTAL	 3,010,000
Admin and Engineering	477,000
 TOTAL	 \$ 3,487,000

EXISTING FUNDS	2,886,000
 OVER / UNDER	 \$ 601,000

3. 22-ft BURIED CULVERT



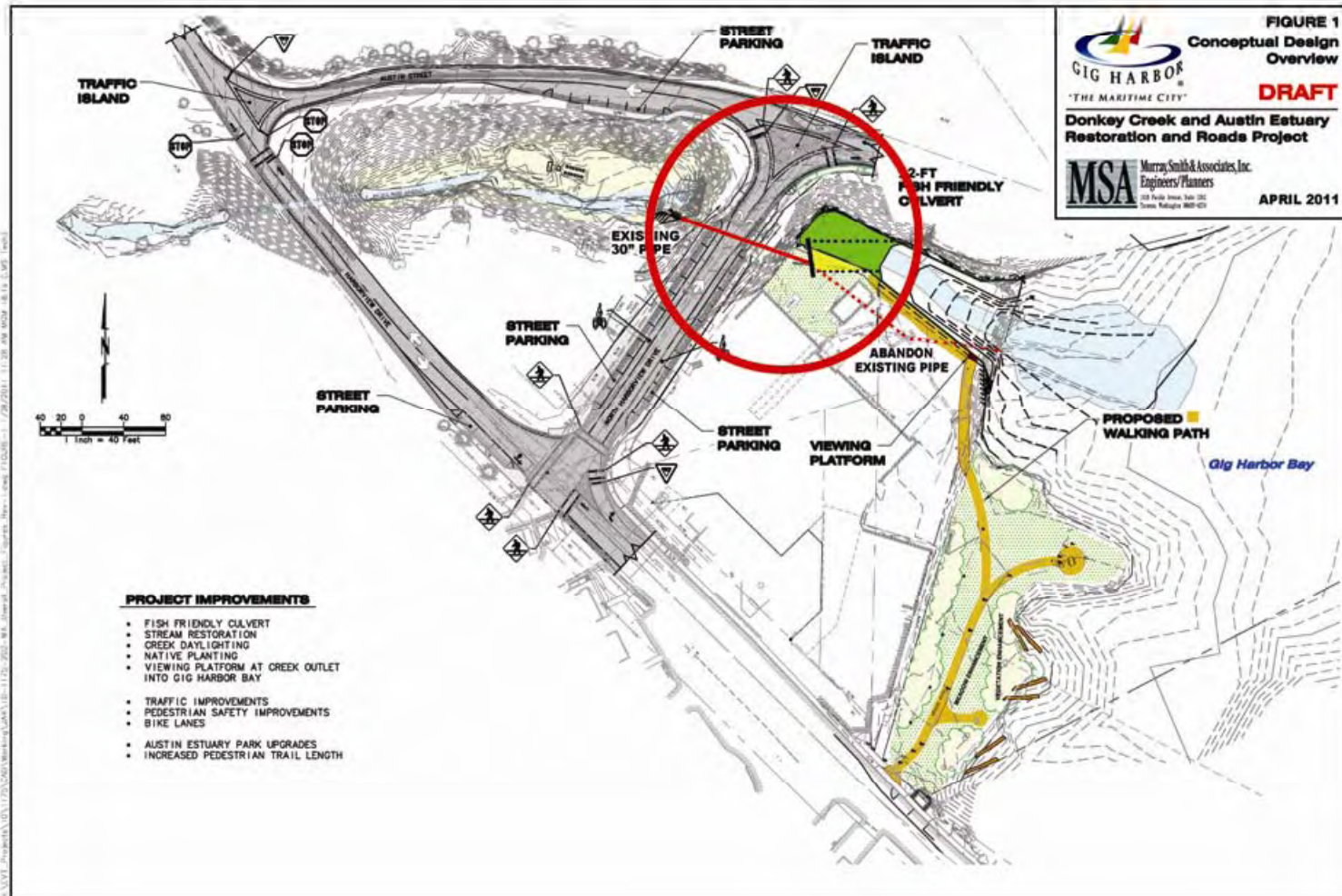
ELEMENT	AMOUNT
#1 Creek Crossing	\$ 1,255,000
#2 Easement Excavation	625,000
#3 Roadways	245,000
#4 Park Improvements	245,000
20% Contingency & Sales Tax	715,000
 SUBTOTAL	 3,085,000
Admin and Engineering	477,000
 TOTAL	 \$ 3,562,000

EXISTING FUNDS 2,886,000

OVER / UNDER \$ 676,000

Mayor and City Staff Recommendation

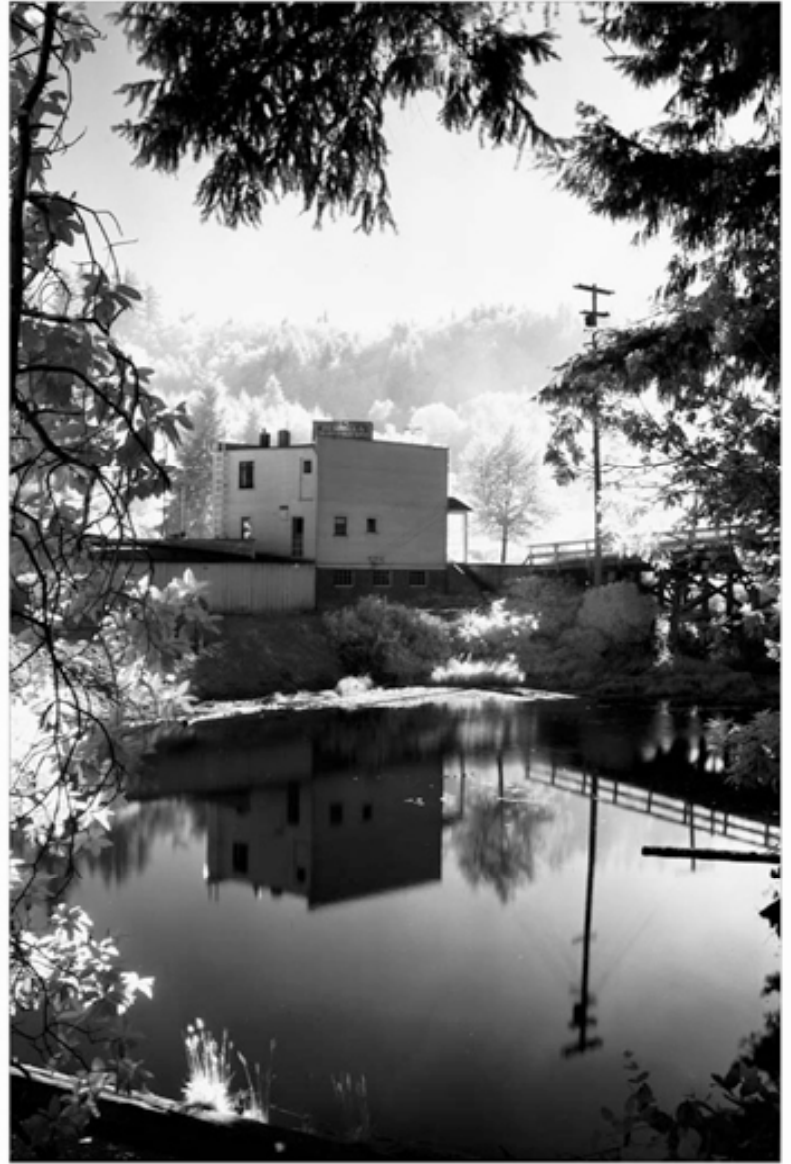
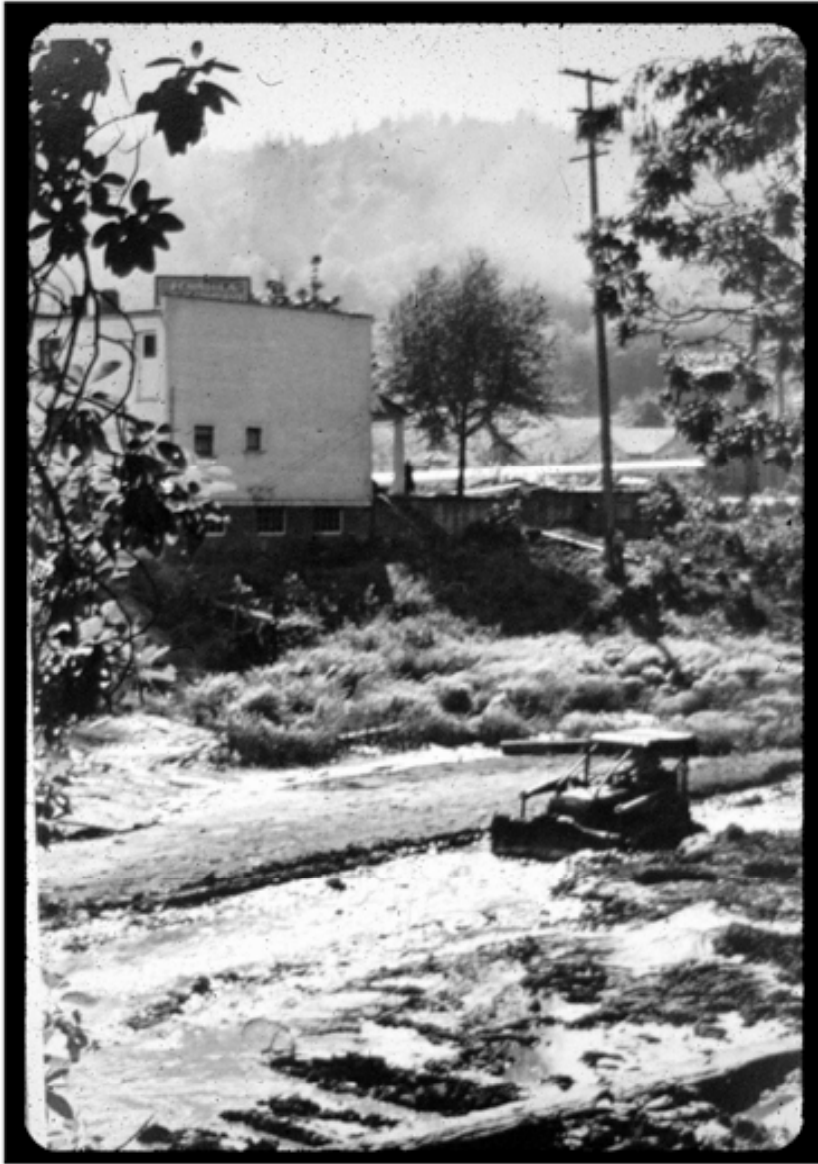
4. POCKET PARK



ELEMENT	AMOUNT
#1 Creek Crossing	\$ 980,000
#2 Easement Excavation	460,000
#3 Roadways	245,000
#4 Park Improvements	245,000
15% Contingency	290,000
8.4% Sales Tax	186,000
 SUBTOTAL	 2,406,000
Admin and Engineering	477,000
 TOTAL	 \$ 2,883,000

EXISTING FUNDS 2,886,000

OVER / UNDER \$ 3,000



1950



new fill under construction at Peninsula Light Co





Austin Estuary Today

Comments to the Gig Harbor City Council

Thank you for inviting testimony on the Donkey Creek project.

My name is Chuck Meacham. I am relatively new to Gig Harbor, moving down after having lived in Alaska for 50 years. In Alaska, my professional training and career was as a fisheries biologist with the Alaska Department of Fish and Game. I started as a beginning biologist and retired as Deputy Commissioner for Fisheries. Prior to that I was a seafood inspector for the military, worked seasonally as a commercial fisherman, and worked for the seafood processing industry.

I've carried my interest in fish and fisheries to Gig Harbor and will provide comments related to the project to daylight Donkey Creek. I visited the site today, walking the creek and the estuary shoreline.

I believe there were two primary objectives for this project:

- Provide fish friendly passage through the lower portion of Donkey Creek.
- Create a visually appealing community amenity in keeping with the fishing heritage of Gig Harbor and provide an educational opportunity for the adjacent Harbor History Museum to show the environmental side of the industry.

Unfortunately, it appears to me that neither object will be met with the four plans I have seen, to date.

As a general comment, I would like to suggest that if the job can not be done properly, it not be done at all. At the very least do what can be done now, within budget, with a firm plan and commitment to finishing the job, the right way, at a specified later date.

More specifically, here is my vision for the Donkey Creek area. I would like to see:

- A fully daylighted creek where it is currently covered by North Harborview and Museum property fill.
- A pedestrian bridge across the creek, with existing utilities boxed beneath the foot bridge.
- No sheet piles along the creek, with the possible exception of the corner of the museum schoolhouse—allow the creek to meander and find its own bed between judiciously placed natural rock and vegetation within the identified corridor. The relatively steep existing rock face along the museum property by the culvert, while not particularly esthetically pleasing at present, shows what is possible.
- A shoreline museum/city park amenity combining Austin Estuary Park, Donkey Creek Park, and the Museum area with a walking path that includes a Donkey Creek shoreline viewing platform where Donkey Creek joins the estuary.

Thank you for providing me an opportunity to comment.

Charles P. Meacham
9509 Wheeler Avenue
Gig Harbor, WA 98332
253 858-9388

Towslee, Molly

From: Steve Lynn [Steve@WatertoWineShop.com]
Sent: Monday, May 23, 2011 11:30 AM
To: Hunter, Chuck; Conan, Paul; Ekberg, Steve; paulkadzik@comcast.net; Franich, Jim; Malich, Ken; paynet@cityofgigharbor.net; Young, Derek
Cc: 'Jenny Bean'; 'Gary Glein'; 'Mary DesMarais (GHHWA)'; Karlinsey, Rob; Towslee, Molly
Subject: Austin and N. Harborview Traffic Patterns

Dear Mayor Hunter and Gig Harbor Council members,

I am unable to attend the public meeting tonight regarding the options for daylighting Donkey Creek. While there are now issues regarding the amount of money available for the project, I understand the two significant issues are whether there is a one way configuration for Austin and N. Harborview or use hospital zone funds and reroute all of the traffic to Austin and a pedestrian bridge added to N. Harborview. As a business owner of Morso and Water to Wine at the head of the bay and in the hospital zone, the least disruptive to existing traffic patterns would be the first option, one way on Austin and N. Harborview. I believe this is a similar position as Anthony's another significant business in our district.

Respectively,

Steven Lynn
Owner
Morso and Water to Wine
9014 Peacock Hill Ave.



Subject: Second Reading of Interim Ordinance - Interim DB Parking Provisions for Existing Buildings.

Proposed Council Action: Adopt at this second reading.

Dept. Origin: Planning

Prepared by: Jennifer Kester *JK*
Senior Planner

For Agenda of: May 23, 2011

Exhibits: Ordinance

Initial & Date

Concurred by Mayor:	<u>CLH 5/12/11</u>
Approved by City Administrator:	<u>RJK 5/11/11</u>
Approved as to form by City Atty:	<u>by email</u>
Approved by Finance Director:	<u>N/A</u>
Approved by Department Head:	<u>TD 5/11/11</u>

Expenditure	Amount	Appropriation	
Required 0	Budgeted 0	Required	0

INFORMATION / BACKGROUND

The City Council has desired to look at the issue of parking in the downtown since last July, when it was put on the Planning Commission work program as high priority. It was understood that more parking has been required for certain uses than actually needed and conversions/reuse of existing buildings have been stifled by additional parking requirements on already constrained sites. Therefore, the City Council wanted the Planning Commission to review downtown parking regulations affecting commercial areas along Harborview and North Harborview as soon as the Shoreline Master Program update was completed by the Commission.

However, the Planning Commission did not complete their review of the Shoreline Master Program until April 21st. At that point, it made sense to allow the Planning Commission to review the submitted amendments to the Comprehensive Plan in order to meet deadlines for the Comprehensive Plan amendment process.

Because of that delay, City staff is recommending that the City Council directly consider a simple, interim change to parking regulations now which would allow existing buildings in the Downtown Business District to change use without having to provide additional parking, regardless of the use. This change could be made in time for the summer busy season. It would only apply to the DB district as that is our most intense commercial district in the view basin. Such interim ordinance would also allow the C-1 gross floor area text amendment to move one spot up in the Planning Commission's queue. After the Planning Commission reviews the C-1 text amendment, they could then go back and do a more comprehensive

review in the fall of the parking regulations for all the commercial districts in the view based on the recommendation to Council would occur in January of 2012.

The City Council is allowed to pass interim land use controls for up to one year in length provided a public hearing is held and a work plan is developed, pursuant to RCW 36.70A.390 and RCW 35A.63.220. The proposed work plan is for the Planning Commission to review the interim amendments in the fall of 2011 and to make a recommendation on whether said amendments, or some modification thereof, should be permanently adopted. The Gig Harbor Planning Commission would be directed to complete its review, to conduct such public hearings as may be necessary or desirable, and to forward its recommendation to the Gig Harbor City Council by January 19, 2012.

FISCAL CONSIDERATION

None.

SEPA DETERMINATION

The SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for the proposed interim ordinance on March 30, 2011.

BOARD OR COMMITTEE RECOMMENDATION

The Planning and Building Committee reviewed the proposed interim amendment at their March 7th, 2011 meeting and recommended approval of the interim ordinance. The Committee further recommended that the Planning Commission review the downtown parking regulations in the fall/winter of this year and include in that review building size regulations in the DB.

RECOMMENDATION / MOTION

Adopt at this second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING INTERIM ZONING CODE AMENDMENT RELATING TO PARKING; ALLOWING THE USE OF AN EXISTING BUILDING IN THE DOWNTOWN BUSINESS DISTRICT (DB) TO CHANGE WITHOUT THE REQUIREMENT TO PROVIDE ADDITIONAL OFF-STREET PARKING SPACES PROVIDED THAT ANY EXISTING OFF-STREET PARKING SPACES ALLOCATED TO THE EXISTING BUILDING ARE NOT REMOVED OR REDUCED; ADDING SECTION 17.72.075 TO THE GIG HARBOR MUNICIPAL CODE; ADOPTING FINDINGS OF FACT; PROVIDING FOR SEVERABILITY, EXPIRATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Gig Harbor is authorized to impose moratoria and interim land use controls pursuant to RCW 36.70A.390 and RCW 35A.63.220; and

WHEREAS, existing development regulations require that new uses provide additional parking spaces on-site or within 100-feet of the site if additional parking is required. Conversions from retail/office to restaurant uses typically require the most additional parking spaces; and

WHEREAS, in the past, business owners have expressed a desire to invest in our downtown by converting downtown retail and office spaces to restaurant uses, but have indicated that they cannot make the conversion due to the need to provide additional parking spaces on already constrained sites; and

WHEREAS, the citizens of Gig Harbor have expressed a desire for more restaurant uses in the downtown; and

WHEREAS, allowing the reuse of existing buildings in the historic downtown is important to help maintain the character of the downtown; and

WHEREAS, parking regulations which do not allow for this reuse and conversion could lead to the destruction of historic structures; and

WHEREAS, Gig Harbor City Council feels it is important to consider allowing the change of use of existing buildings without requiring additional parking spaces in order to help preserve historic structures and remove barriers to economic investment in the downtown; however, the Gig Harbor Planning Commission's work program will not allow the review of a final text amendment until the fall, after the summer tourist season; and

WHEREAS, the Gig Harbor City Council has determined that the adoption of an interim parking regulation allowing the change of use of existing buildings in the downtown business district is needed prior to the summer season; and

WHEREAS, the interim land use controls may be effective for up to one year if a work plan is developed for related studies providing for such longer period pursuant to RCW 36.70A.390 and RCW 35A.63.220; and

WHEREAS, the Gig Harbor City Council is directing the Gig Harbor Planning Commission to review the interim amendment in the fall of 2011 and provide a recommendation to the Council by January 19th; and

WHEREAS, the Gig Harbor SEPA Responsible Official issued a Determination of Nonsignificance for this interim ordinance on March 30, 2011; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on May 9, 2011; and

WHEREAS, on May 23, 2011, the City Council held a second reading during a regular City Council meeting; Now, therefore,

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

Section 1. Findings. The City Council hereby adopts the recitals expressed above as findings in support of this ordinance.

Section 2. Interim Addition of GHMC Section 17.72.075, Special provisions for existing buildings in the Downtown Business District (DB). A new section 17.72.075 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.72.075 Special provisions for existing buildings in the Downtown Business District (DB).

Notwithstanding any other provisions of this chapter, the use of an existing building may change without the requirement to provide additional off-street parking spaces provided that any existing off-street parking spaces allocated to the existing building are not removed or reduced. The existing building may be expanded or reconstructed provided that the number off-street parking spaces for that expansion or reconstruction are provided consistent with GHMC 17.72.030 and all other applicable requirements of the Gig Harbor Municipal Code.

Section 3. Planning Commission Work Plan. The City of Gig Harbor Planning Commission is hereby directed to review the interim amendments in the fall of 2011 and to make a recommendation on whether said amendments, or some modification thereof, should be permanently adopted. The Gig Harbor Planning Commission is directed to complete its review, to conduct such public hearings as may be necessary or desirable, and to forward its recommendation to the Gig Harbor City Council by January 19, 2012.

Section 4. Copy to Commerce Department. Pursuant to RCW 36.70A.106(3), the City Clerk is directed to send a copy of this ordinance to the State Department of Commerce for its files within ten (10) days after adoption of this ordinance.

Section 5. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such

invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 6. Effective Period for Amendment. The interim Zoning Code amendments adopted by this ordinance shall remain in effect until one year from the effective date and shall automatically expire unless the same are extended as provided in RCW 36.70A.390 and RCW 35A.63.220 prior to that date, or unless the same are repealed or superseded by permanent amendments prior to that date.

Section 7. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this ___ day of _____, 2011.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:



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

Subject: Second Reading of Restaurant Parking Ordinance.

Proposed Council Action: Adopt at this second reading

Dept. Origin: Planning
Prepared by: Tom Dolan *TD*
 Planning Director
For Agenda of: May 23, 2011
Exhibits: Ordinance

	Initial & Date
Concurred by Mayor:	<u>CH 5/12/11</u>
Approved by City Administrator:	<u>EBK</u>
Approved as to form by City Atty:	<u>by e-mail</u>
Approved by Finance Director:	<u>N/A</u>
Approved by Department Head:	<u>TD 5/11/11</u>

Expenditure	Amount	Appropriation
Required 0	Budgeted 0	Required 0

INFORMATION / BACKGROUND

Currently, restaurants are required to provide one parking space for every three seats based upon the maximum occupancy of the restaurant as determined by the International Building Code. In addition to parking, the number of restaurant seats also determines the number of sewer and water ERU's and the amount of traffic mitigation required for restaurants. Recently it has come to the attention of the Planning Department that using the International Building Code (IBC) to determine parking for restaurants may result in a higher number of parking spaces than what is necessary. In some instances using the IBC results in an occupancy load that is greater than the number of seats that can actually fit into the restaurant. When the IBC occupancy load is higher than the number of people that can actually sit in a restaurant a project applicant not only has to provide more parking than actually needed, but also has to pay higher sewer, water and traffic fees than is appropriate.

Staff is proposing using the number of seats in a restaurant as basis for determining parking. The ratio of parking would remain the same – one parking space for every three seats. However, the number of seats would be based upon a floor plan showing chairs and tables and not the maximum occupancy of the restaurant as determined by the IBC. The Planning Department will make a parking determination based upon a “reasonable” seating plan submitted by the applicants.

FISCAL CONSIDERATION

None.

SEPA DETERMINATION

The SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for the proposed ordinance on April 14, 2011.

BOARD OR COMMITTEE RECOMMENDATION

The Planning and Building Committee reviewed the proposed amendment at their March 7th, 2011 meeting and recommended approval of the ordinance.

RECOMMENDATION / MOTION

Adopt at this second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PARKING FOR RESTAURANTS; AMENDING SECTION 17.72.030 OF THE GIG HARBOR MUNICIPAL CODE TO ALLOW PARKING FOR RESTAURANTS TO BE DETERMINED BY THE NUMBER OF CUSTOMER SEATS WITHIN THE RESTAURANT RATHER THAN THE MAXIMUM OCCUPANCY OF THE BUILDING AS DETERMINED BY THE INTERNATIONAL BUILDING CODE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Section 17.72.030 of the Gig Harbor Municipal Code presently requires that the amount of parking for restaurants and taverns be based upon the maximum occupancy as determined by the International Building Code; and

WHEREAS, the current and proposed parking requirement is one parking space for every three seats in a restaurant or tavern; and

WHEREAS, in certain circumstances the maximum occupancy as determined by the International Building Code exceeds the amount of seating that can be physically placed in a restaurant; and

WHEREAS, requiring more parking spaces than necessary to meet the parking demand of a restaurant is expensive for the owner and results in more impervious surface than needed; and

WHEREAS, in addition to determining required parking, the occupancy determination for restaurants and taverns also establishes the number of water and sewer ERU's for the building as well as traffic mitigation fees; and

WHEREAS, when the maximum capacity calculated by using the International Building Code results in a occupancy determination that is higher than the number of restaurant seats the associated business owners pay more for water and sewer hook-ups and traffic mitigation than necessary; and

WHEREAS, the Planning Director should be given the authority to determine the reasonable seating capacity of restaurants based upon a seating plan and if the business decides to add seats at a later date, the Director shall require additional parking spaces at a ratio of one parking space for every three seats. If additional seats are proposed after the initial approval of a restaurant, concurrency review under Chapter 19.10 GHMC may also be required if the

additional seats generate any new p.m. peak hour trips, require additional sewer capacity or generates additional water consumption; and

WHEREAS, the proposed development regulations amendments were forwarded to the Washington State Department of Commerce on March 11, 2011, pursuant to RCW 36.70A.106, and was granted expedited review on March 29, 2011; and

WHEREAS, the City's SEPA Responsible Official issued a threshold Determination of Nonsignificance (DNS) for this Ordinance on April 14, 2011; and

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

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

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

Section 1. Section 17.80.110 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.72.030 Number of off-street parking spaces.

The following is the number of off-street parking spaces required for each of the uses identified below:

Use	Required Parking
Dwelling, single-family	Two off-street parking spaces per dwelling unit.
Dwelling, duplex	Two off-street parking spaces per dwelling unit.
Dwelling, triplex	One off-street parking space for each studio unit, 1.5 off-street parking spaces for each one bedroom unit, and two off-street parking spaces for units with two or more bedrooms.
Dwelling, fourplex	One off-street parking space for each studio unit, 1.5 off-street parking spaces for each one bedroom unit, and two off-street parking spaces for units with two or more bedrooms.
Dwelling, multiple-family	One off-street parking space for each studio unit, 1.5 off-street parking spaces for each one bedroom unit, and two off-street parking spaces for units with two or more bedrooms.
Accessory	One off-street parking space per accessory apartment in addition to parking

Use	Required Parking
apartment	required for primary dwelling unit.
Family day care provider	Two off-street parking spaces.
Home occupation	One off-street parking space in addition to parking required for any other use; two parking spaces shall be required if the occupation requires customers or clients to visit the premises at any time.
Adult family home	Two off-street parking spaces.
Independent living facility	One off-street parking space for every four beds based on maximum capacity as determined by the International Building Code. ¹
Assisted living facility	One off-street parking space for every four beds based on maximum capacity as determined by the International Building Code. ¹
Skilled nursing facility	One off-street parking space for every four beds based on maximum capacity as determined by the International Building Code. ¹
Hospital	One off-street parking space for every two beds based on maximum capacity as determined by the International Building Code.
School, primary	One off-street parking space for every five seats in the main auditorium or assembly room.
School, secondary	One off-street parking space for every four seats in the main auditorium or assembly room, or three off-street parking spaces for every classroom plus one additional off-street parking space for each staff member or employee, whichever is greater.
School, higher educational	One off-street parking space for every possible four seats in the classrooms based on maximum capacity as determined by the International Building Code.
School, vocational/trade	One off-street parking space for every possible four seats in the classrooms based on maximum capacity as determined by the International Building Code.
Government administrative office	One off-street parking space for every 300 square feet of gross floor area.
Public/private services	For libraries: One off-street parking space for every 1,000 square feet of gross floor area; for police stations and fire stations: one off-street parking space for every 300 square feet of gross floor area; for maintenance and storage facilities: one off-street parking space for every 1,000 square feet of gross floor area.
Religious worship, house of	One off-street parking space for every four fixed seats in the facility's largest assembly area. For a fixed seat configuration consisting of pews or benches, the

Use	Required Parking
	seating capacity shall be computed upon not less than 18 linear inches of pew or bench length per seat. For a flexible configuration consisting of moveable chairs, each seven square feet of the gross floor area to be occupied by such chairs shall be considered as a seat.
Museum	One off-street parking space for every 1,000 square feet of gross floor area.
Community recreation hall	One off-street parking space for every possible four seats in the auditorium(s) and assembly room(s) based on maximum capacity as determined by the International Building Code.
Clubs	One off-street parking space for each four persons of the building's maximum seating capacity as determined by the International Building Code.
Parks	Director shall determine the standards to be applied for parking using as a guide the uses listed in this section that most closely resemble the uses proposed.
Essential public facilities	Parking required as per underlying use.
Utilities	Director shall determine the standards to be applied for parking using as a guide the uses listed in this section that most closely resemble the use proposed.
Cemetery	Off-street parking spaces are required for only office, chapel and indoor assembly areas. For office space: one off-street parking space for every 300 square feet of gross floor area. For chapel and indoor assembly areas: one off-street parking space for every four fixed seats. For a fixed seat configuration consisting of pews or benches, the seating capacity shall be computed upon 18 linear inches of pew or bench length per seat. For a flexible configuration consisting of moveable chairs, each seven square feet of the gross floor area to be occupied by such chairs shall be considered as a seat.
Lodging, level 1	One and one-quarter off-street parking spaces for each room to rent in addition to two off-street parking spaces for the single-family residence.
Lodging, level 2	One and one-quarter off-street parking spaces for each room to rent.
Lodging, level 3	One and one-quarter off-street parking spaces for each room to rent.
Personal services	One off-street parking space for every 300 square feet of gross floor area.
Business services	One off-street parking space for every 300 square feet of gross floor area.
Professional services	One off-street parking space for every 300 square feet of gross floor area except for medical and dental offices. For medical and dental offices, one off-street parking space for every 250 square feet of gross floor area.
Ancillary services	One off-street parking space for every 300 square feet of gross floor area.

Use	Required Parking
Product services, level 1	One off-street parking space for every 300 square feet of gross floor area.
Product services, level 2	One off-street parking space for every 400 square feet of gross floor area, except for auto repair. For auto repair, four off-street parking spaces for each service bay.
Sales, level 1	One off-street parking space for every 300 square feet of gross floor area.
Sales, level 2	One off-street parking space for every 400 square feet of gross floor area.
Sales, level 3	One off-street parking space for every 400 square feet of gross floor area.
Ancillary sales	One off-street parking space for every 300 square feet of gross floor area.
Commercial child care	One off-street parking space for every five possible seats in the main auditorium or assembly rooms.
Commercial recreation, indoor	One off-street parking space for every possible four seats in the auditoriums and assembly rooms based on maximum capacity as determined by the International Building Code; for bowling alleys, five off-street parking spaces for each alley.
Commercial recreation, outdoor	Director shall determine the standards to be applied for parking using as a guide the uses listed in this section that most closely resemble the uses proposed.
Commercial entertainment	One off-street parking space for every possible four seats in the auditorium(s) and assembly room(s) based on maximum capacity as determined by the International Building Code.
Automotive fuel-dispensing facility	One off-street parking space for every two fuel pumps, if service bays are not provided. If service bays are provided, four off-street parking spaces for each service bay.
Vehicle wash	Two off-street parking spaces per service bay plus one space for every two employees. In addition, a stacking lane or lanes capable of accommodating a minimum of 10 percent of the projected maximum hourly throughput of vehicles for the vehicle wash shall be provided near the entrance to the wash bay(s). One car length within the stacking lane shall be equal to the length of a standard parking space.
Commercial parking lot	None required.
Animal clinic	One off-street parking space for every 250 square feet of gross floor area.
Kennel	One off-street parking space for every 300 square feet of gross floor area.
Adult entertainment	Parking required as per underlying use.

Use	Required Parking
facility	
Restaurant 1	<p>One off-street parking space for every three seats based on maximum capacity as determined by the International Building Code <u>a seating plan submitted to the Planning Director showing a reasonable seating capacity for the dining area</u>. If at a later date, the business desires to add more seating than shown on the seating plan, <u>additional off-street parking will be required at one off-street parking space for every three additional seats</u>. <u>Concurrency review under Chapter 19.10 GHMC may also be required if the additional seats generate any new p.m. peak-hour trips, require additional sewer capacity, or increase water consumption.</u></p>
Restaurant 2	<p>One off-street parking space for every three seats based on maximum capacity as determined by the International Building Code <u>a seating plan submitted to the Planning Director showing a reasonable seating capacity for the dining area</u>. If at a later date, the business desires to add more seating than shown on the seating plan, <u>additional off-street parking will be required at one off-street parking space for every three additional seats</u>. <u>Concurrency review under Chapter 19.10 GHMC may also be required if the additional seats generate any new p.m. peak-hour trips, require additional sewer capacity, or increase water consumption.</u></p>
Restaurant 3	<p>One off-street parking space for every three seats based on maximum capacity as determined by the International Building Code <u>a seating plan submitted to the Planning Director showing a reasonable seating capacity for the dining area</u>. If at a later date, the business desires to add more seating than shown on the seating plan, <u>additional off-street parking will be required at one off-street parking space for every three additional seats</u>. <u>Concurrency review under Chapter 19.10 GHMC may also be required if the additional seats generate any new p.m. peak-hour trips, require additional sewer capacity, or increase water consumption.</u></p>
Tavern	<p>One off-street parking space for every three seats based on maximum capacity as determined by the International Building Code <u>a seating plan submitted to the Planning Director showing a reasonable seating capacity for the dining area</u>. If at a later date, the business desires to add more seating than shown on the seating plan, <u>additional off-street parking will be required at one off-street parking space for every three additional seats</u>. <u>Concurrency review under Chapter 19.10 GHMC may also be required if the additional seats generate any new p.m. peak-hour trips, require additional sewer capacity, or increase water consumption.</u></p>
Drive-through facility	<p>One off-street space for every two employees assigned to the drive-through service area. In addition, a stacking lane or lanes capable of accommodating a minimum of 10 percent of the projected maximum hourly throughput of vehicles for the drive-through facility shall be provided near the drive-through service area.</p>

Use	Required Parking
	One car length within the stacking lane shall be equal to the length of a standard parking space.
Marina	For moorages/slips less than 45 feet, one off-street parking space for every two berths; for moorages/slips 45 feet or longer, one space for every berth. All moorage facilities shall provide a minimum of two parking spaces. If a commercial or residential development is to be combined with a watercraft usage requiring parking, the usage which generates the larger number of spaces shall satisfy the requirements of the other usage. ²
Marine sales and service	One off-street parking space for every 300 square feet of gross floor area except for boat sales and repair. For boat sales and repair, one off-street parking space for every 400 square feet of gross floor area.
Marine boat sales, level 1	One off-street parking space for every 300 square feet of gross floor area.
Marine boat sales, level 2	One off-street parking space for every 400 square feet of gross floor area.
Ministorage	Two off-street parking spaces located near the office. Parking for loading and unloading purposes is allowed in front of individual storage units unless prohibited by the fire marshal.
Industrial, level 1	One off-street parking space for every 1,000 square feet of gross floor area.
Industrial, level 2	One off-street parking space for every 1,000 square feet of gross floor area, except for moving companies and distribution facilities. For moving companies and distribution facilities, one off-street parking space for each vehicle in use, at any time, in the conduct of business.
Marine industrial	One off-street parking space for every 1,000 square feet of gross floor area.
Wireless communication facility	None required.
Accessory uses and structures	Parking required as per underlying use.
<p>For any other use not specifically mentioned or provided for, the director shall determine the standards to be applied for parking using as a guide the uses listed above that most closely resemble the uses proposed.</p> <p><u>In instances when the calculation of the required off-street parking spaces for new or modified uses results in a fractional parking space, the number of parking spaces required shall be rounded up to the nearest whole number.</u></p>	

¹ If the facility or home is used exclusively for the housing of the elderly, disabled or handicapped, the decisionmaker may allow a portion of the area required for off-street parking to be reserved as a landscaped area if the decisionmaker finds that the required off-street parking is not immediately required and is in the best interest of the neighborhood.

² See GHMC 17.48.070 for additional requirements for parking and loading facilities in the WM district.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 4. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this ___ day of _____, 2011.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:

ORDINANCE NO:

Mayor Hunter

Letter to the Editor

Wake up folks! Do we really need a New Restaurant Downtown? I count twenty two (22) eating places within one mile along the waterfront of Gig Harbor Bay.

DOWNTOWN has (10)

Green Turtle, Tides, Spiro's, Kelly's, Brix25, Tokyo Teriyaki, Mizu, Il Lucano and Java & Clay.

MILLVILLE neighborhood has (3)

El Pueblito, Red Rooster and Suzanne's Deli.

THE HARBOR HISTORY corner has (4)

The new JW's, Thai hut, Puerto Vallarta, and Hy lu Hee Hee.

FINHOLM MARKETPLACE has (5)


Marketplace Grille, The Harbor Kitchen, Morso's, Anthony's and a Grocery Store.

Many of us truly miss Harbor Inn, Le Bistro and the Jusdon Street Café.

And now another problem we hear about from the Merchants.
LACK OF PARKING.

We do have Off Street Parking Spaces established by businesses and the City of Gig Harbor. Have you ever counted all the off street parking spaces in these Business Neighborhoods? I have never seen them all full.

I wish to thank the City for the painted green curbs to limit parking on the street to thirty minutes.

Recently the City did put up a Public Parking sign on the City right-of-way at Finholm View Climb. It would be nice if drivers could have seen the sign as they come upon the shopping area. The sign could read  with an arrow to give direction into the parking lot.

Ask the City to help design an Artistic Parking Sign to read PARKING COURTESY OF _____, that gives the name of the business who rents parking space from the owner of the parking lot.

What we really need is for the retail businesses to stay open in the evenings. The people who may have money to spend, work all day, and then come to have dinner in Gig Harbor. Visitors and locals could enjoy the visits with merchants while walking around the Harbor after dinner. My husband and I enjoyed doing just that in our travels around the world.

We do have OFF STREET parking along with the 22 eating places. I'm on my way tomorrow to count them all.

Thank You,

*Sincerely,
Gretchen Wilbert*



Subject: SECOND READING of an ordinance adding a new Section 9.39—Graffiti Control to the Gig Harbor Municipal Code

Proposed Council Action: Adopt the ordinance

Dept. Origin: Police Department

Prepared by: Chief Mike Davis *(Signature)*

For Agenda of: May 23, 2011

Exhibits: Graffiti Control Ordinance

Initial & Date

Concurred by Mayor: *CLH 5/18/11*
Approved by City Administrator: *ROK*
Approved as to form by City Atty: *WIA EMAIL*
Approved by Finance Director:
Approved by Department Head: *(Signature) 5/17/11*

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

Graffiti hurts communities. It drains tax dollars and private funds and sends a message that nobody cares about the area in which it appears. This becomes an open invitation for loitering, littering, more graffiti, and crime. It hurts property values and frightens away businesses. Graffiti is the most common type of vandalism we investigate in the city of Gig Harbor. There is substantial evidence that the prompt removal of graffiti is an effective prevention strategy which discourages its return. The failure to promptly remove graffiti increases the likelihood that more graffiti will occur on the same site and on nearby property.

The creation of a Graffiti Control ordinance will establish a "zero tolerance" policy for graffiti vandalism in the City of Gig Harbor by:

- Aggressively prosecuting all individuals arrested for graffiti vandalism.
- Encouraging public/private partnerships to respond to graffiti vandalism and offering cash rewards for information that leads to the arrest and conviction of graffiti vandals.
- Working diligently to remove graffiti within 48 hours of it being discovered and reported.
- If the graffiti is found on private property, establishing a process whereby the police department will work with property owners to get their graffiti removed or covered up.

FISCAL CONSIDERATION

None

RECOMMENDATION / MOTION

Move to: Adopt the ordinance

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON;
RELATING TO PROHIBITION AND REMOVAL OF GRAFFITI; ADDING A
NEW CHAPTER 9.39--GRAFFITI CONTROL--TO THE GIG HARBOR
MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND
ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, cities are authorized under Titles 35 and 35A RCW to make and enforce by appropriate ordinances all such police and sanitary regulations as are not in conflict with state law; and

WHEREAS, graffiti is vandalism; and

WHEREAS, the defacement of public and private property by graffiti vandals costs businesses, property owners, cities, counties, and the state thousands of dollars a year; and

WHEREAS, the existence of graffiti often becomes an invitation to additional crime; and

WHEREAS, graffiti results in decreased property values, business viability, and community pride; and

WHEREAS, there is substantial evidence that the prompt removal of graffiti is an effective prevention strategy which discourages its return, while the failure to promptly remove graffiti increases the likelihood that more graffiti will occur on the same site and on nearby property; and

WHEREAS, it is necessary to take steps now to protect the public health, safety and welfare of our community from acts of graffiti vandalism and defacement; Now, therefore,

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

Section 1. A new chapter 9.39 is hereby added to the Gig Harbor Municipal Code to read as follows:

CHAPTER 9.39 GRAFFITI CONTROL

Sections:

- 9.39.010 Declaration of policy - findings
- 9.39.020 Definitions
- 9.39.030 Prohibited acts
- 9.39.040 Restitution - community service
- 9.39.050 Notice of graffiti nuisance

- 9.39.060 Right of city to remove
- 9.39.070 Abatement and cost recovery proceedings
- 9.39.080 Liens
- 9.39.090 Reward
- 9.39.100 Remedies not exclusive

9.39.010 Declaration of Policy - Findings.

The City Council finds that graffiti on public and private buildings, structures, and on personal property, including motor vehicles, creates a condition of blight within the City that can result in the deterioration of property values, business opportunities, and enjoyment of life for persons using adjacent and surrounding properties. The City Council further finds that the presence of graffiti is inconsistent with the City's goals of maintaining property, preventing crime, and preserving aesthetic standards. Accordingly, it is the purpose of this chapter to promote the health, safety and welfare of the general public. No provision of this chapter is intended to impose any duty whatsoever upon the City or any of its officers or employees. Further, nothing contained in this chapter is intended or shall be construed as forming the basis of any liability on the part of the City, its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City, its officers, employees or agents.

9.39.020 Definitions.

The definitions set forth in this Section apply throughout this chapter.

A. "Graffiti" means any unauthorized inscription, word, figure, painting, design, label, marking, symbol, or other defacement that is marked, etched, scratched, engraved, drawn, painted, sprayed, or otherwise affixed on any surface of public or private property, either natural or manmade; to the extent that the graffiti was not authorized in advance by the owner or occupant of the property, or, despite advance authorization, is deemed a public nuisance. The owner or occupant cannot authorize a public nuisance.

B. "Graffiti implement" means any aerosol paint container, felt tip marker, graffiti stick or paint stick, gum label, brush, roller, or etching tool or any other device capable of scarring or marking any surface, including but not limited to glass, metal, concrete, or wood; and any piece, design, or scrapbook or drawings illustrating graffiti marks or signs.

9.39.030 Prohibited acts.

A. Defacement. It shall be unlawful for any person to apply graffiti to any natural or manmade surface on any City-owned property or, without the permission of the owner or occupant, on any non-City-owned property.

B. Possession of Graffiti Implements.

1. By Minors at or Near School Facilities. It shall be unlawful for any person under the age of eighteen (18) years to possess any graffiti implement while on any school property, grounds, facilities, buildings, or structures, or in areas immediately adjacent to those specific locations

upon public property, or upon private property without the prior written consent of the owner or occupant of such private property. The provisions of this section shall not apply to the possession of broad-tipped markers by a minor attending or traveling to or from a school at which the minor is enrolled if the minor is participating in a class at the school that formally requires the possession of broad-tipped markers. Otherwise, it shall be an affirmative defense to prosecution under this subsection for the minor student to establish the need to possess a broad-tipped marker.

2. In Designated Public Places. It shall be unlawful for any person to possess any graffiti implement while in or upon any public facility, park, playground, swimming pool, recreational facility, or other public building or structure owned or operated by the City or while on, in or within fifty (50) feet of an underpass, bridge abutment, storm drain, or city signs unless otherwise authorized by the City.

C. Penalties. Any person violating any provisions of this section shall be deemed guilty of a gross misdemeanor and upon conviction thereof shall be punished as provided in GHMC 1.16.010. In the case of a minor, the parent or guardian having custody of the juvenile shall be jointly and severally liable with the minor for the payment of all fines and/or restitution imposed as the result of a violation of this section, except that liability shall not be imposed upon any governmental entity, private agency, or foster parent assigned responsibility for an unemancipated minor pursuant to court order or the department of social and health services.

9.39.040 Restitution - Community Service.

A. In addition to any punishment specified in this ordinance, the court may order any violator to make restitution to the victim for damages or loss caused by the violator's offense in the amount or manner determined by the court. For purposes of this Section, if the City uses its funds and/or other resources to remove graffiti from city-owned property or, in agreement with the owner, from non-city owned property, the City shall be considered a victim for purposes of restitution.

B. In lieu of, or as part of, the penalties specified in this ordinance, a violator may be required to perform community service as described by the court based on the following minimum requirements:

1. If the court wishes to impose community service in lieu of other penalties provided herein, the violator shall be ordered to perform at least 30 hours of community service; and

2. The entire period of community service shall be performed under the supervision of a community service provider approved by the Chief of Police or his designee; and

3. Reasonable effort shall be made to assign the violator to a type of community service that is reasonably expected to have the most rehabilitative effect on the violator, such as ,community service that involves graffiti removal.

9.39.050 Notice of graffiti nuisance.

A. When the City has reason to believe that a property within the City may be a potential graffiti nuisance property, the City shall identify a responsible party and send that party an informational letter describing the nature and location of the graffiti and requesting that the graffiti be removed promptly. The letter shall explain the problems caused by the continued presence of graffiti and the need for its prompt removal, describe the resources available to aid in graffiti removal, and give notice that failure to remove graffiti is a violation of City code that may lead to legal action to remove the graffiti at the expense of the responsible party and may subject the responsible party to civil penalties. The letter may also identify any graffiti removal assistance programs available through the City, or any private graffiti removal contractors.

B. If the graffiti is not removed within ten (10) days after the information letter has been sent, the City shall notify the responsible party in writing, by certified mail, that the property has been identified as a potential graffiti nuisance property. The notice shall contain the following information:

1. The street address and legal description of the property sufficient for identification of the property;

2. A statement that the property is a potential graffiti nuisance property with a concise description of the conditions leading to the finding; and

3. A statement that the graffiti must be removed within ten (10) days after receipt of the notice and that if the graffiti is not abated within that time the City may declare the property to be a public nuisance, subject to the abatement procedures herein.

9.39.060 Right of city to remove.

A. Use of Public Funds. Whenever the City becomes aware or is notified and determines that graffiti is located on publicly or privately owned property viewable from a public or quasi-public place, the City shall be authorized to use public funds for the removal of the graffiti, or for the painting or repairing of the graffiti, but shall not authorize or undertake to provide for the painting or repair of any more extensive an area than that where the graffiti is located, unless the City determines in writing that a more extensive area is required to be repainted or repaired in order to avoid an aesthetic disfigurement to the neighborhood or community, or unless the property owner or responsible party agrees to pay for the costs of repainting or repairing the more extensive area. Pursuant to GHMC 9.39.070 and GHMC 9.39.080, the City shall recover public funds expended to remove graffiti from private property.

B. Right of Entry on Private Property. Prior to entering upon private property or property owned by a public entity other than the City for the purpose of graffiti removal the City shall attempt to secure the consent of the property owner or responsible party and a release of the City from liability for property damage or personal injury. If the property owner or responsible party fails to remove the offending graffiti within the time specified by this ordinance, or if the City has requested consent to remove or paint over the offending graffiti and the property owner or responsible party has refused

consent for entry on terms acceptable to the City and consistent with the terms of this section, the City shall commence abatement and cost recovery proceedings for the graffiti removal according to the provisions specified below.

9.39.070 Abatement and cost recovery proceedings.

A. Notice of Due Process Hearing. The City, the applicable director, or a designee thereof, shall provide the property owner of record and the party responsible for the maintenance of the property, if a person different from the owner, not less than forty-eight (48) hours notice of the City's intent to hold a due process hearing at which the property owner and or responsible party shall be entitled to present evidence and argue that the property does not constitute a public nuisance. The property owner and the party responsible for the maintenance of the property shall be deemed served with notice three days after the same is sent to the property and to the address shown on the County tax roll as the owner of said property by certified US mail.

B. Determination of Hearing Examiner. If, after the due process hearing, regardless of the attendance of the owner or the responsible party, the Hearing Examiner determines that the property contains graffiti viewable from a public or quasi-public place, the Hearing Examiner shall declare the same a nuisance and order the party to whom the notice was issued to abate it. The Hearing Examiner shall issue a decision and order, if necessary, containing the following: findings of fact; conclusions in support of the decision and order; type and method of abatement action required; the date by which said abatement must be completed; and civil penalties to be assessed by the City should appellant fail to comply with the order. Civil penalties shall range from \$25.00 to \$250.00 based on appellant's appearance at the hearing, frequency of offense, cooperation with the City in efforts to abate the graffiti, progress in abating the graffiti, and other relevant factors. Each and every day or portion thereof during which any violation is committed, continued, permitted or not corrected shall be a violation for purposes of this chapter. The determination of the Hearing Examiner after the due process hearing shall be final, subject to appeal to the City Council. Appeals to the City Council must be filed with the city clerk in writing within ten days of the Hearing Examiner's decision. The Hearing Examiner's decision shall be stayed pending resolution of the City Council appeal.

C. Abatement. The City may, pursuant to chapter 7.48 RCW, obtain a warrant of abatement to enter upon the property, cause the removal, painting over (in such color as shall meet with the approval of the court), or such other eradication thereof as the court determines appropriate, and shall provide the property owner, or building owners association, thereafter with an accounting of the costs of the eradication effort on a full cost recovery basis including reasonable legal fees and costs.

9.39.080 Liens.

The City shall have a lien for any civil penalty imposed and for the cost of any abatement and graffiti removal work done pursuant to this chapter

against the real property that is subject to the abatement or graffiti removal under this chapter. The procedures for liens shall be the same as those for public nuisances set forth in GHMC 8.10.150.

9.39.090 Reward.

The City may offer a reward not to exceed three hundred dollars for information leading to the identification, apprehension and charging of any person who willfully damages or destroys any public or private property by the use of graffiti. The actual amount awarded (not to exceed \$300) shall be determined in the discretion of the Chief of Police. In the event of damage to public property, the offender or the parents of any unemancipated minor must reimburse the City for any reward paid. In the event of multiple contributors of information, the reward amount shall be divided by the City in the manner it shall deem appropriate. Claims for rewards under this section shall be filed with the Chief of Police or his/her designee in the manner specified by the Gig Harbor Police Department. No claim for a reward shall be allowed unless the City investigates and verifies the accuracy of the claim and determines that the requirements of this section have been satisfied.

9.39.100 Remedies not exclusive.

The remedies for violation of this chapter that are set forth in this chapter are in addition to any other remedy that may exist at law or in equity.

Section 2. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 3. Effective Date. This Ordinance shall be published and shall take effect and be in full force five (5) days after the date of publication.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this ____ day of _____, 2011.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

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



Subject: SECOND READING of an ordinance adding a new Section 9.40—Solicitations to occupants of vehicles on public roadways prohibited to the Gig Harbor Municipal Code.

Proposed Council Action: Adopt the ordinance

Dept. Origin: Police Department

Prepared by: Chief Mike Davis *[Signature]*

For Agenda of: May 23, 2011

Exhibits: Solicitations to occupants of vehicle on public roadways prohibited ordinance

Initial & Date

Concurred by Mayor: *CLH 5/18/11*

Approved by City Administrator: *[Signature]*

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

Approved by Finance Director: *QR 5/18/11*

Approved by Department Head: *[Signature] 5/17/11*

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

Over the last couple years the intersection of Point Fosdick and Olympic Drive has seen an influx of panhandlers. These individuals have selected this location because of the high volume of commuter traffic. They distract drivers with their signage and are creating a safety hazard when entering traffic lanes to secure funds donated by drivers and passengers in passing vehicles. This type of behavior at a very busy and congested intersection increases the risk of collisions and puts pedestrians at a higher risk of being struck by passing vehicles.

The police department has received numerous complaints from citizens who feel that this sort of activity is not reflective of the positive culture we support in the City of Gig Harbor. Citizens have also complained that the panhandlers sometimes become aggressive in their mannerisms, which can create feelings of intimidation. Our police officers are becoming very frustrated with this sort of activity as well. The majority of the panhandlers we contact in Gig Harbor have criminal records. They have been arrested for numerous crimes including thefts, assaults, and drug offenses and in one particular incident the robbery of a local bank. From our experience none of the panhandlers reside in our community. They are driven here from areas such as Tacoma, which has an anti-panhandlers ordinance in place.

The violation of this ordinance will be a misdemeanor, with a punishment of up to 90 days in jail and a \$1,000.00 fine.

By enacting an ordinance prohibiting solicitations to occupants of vehicles on public roadways our officers will have a means to manage this risk laden activity.

This ordinance will not prohibit non-profit organizations from securing a Special Event Permit (GHMC 5.28 Special Events) in order to solicit funds within our city right of ways. Our local fire department has for many years conducted a fund raiser that benefits muscular dystrophy research called "Fill the Boot" which involves firefighters soliciting donations at an intersection within the city. They are required to obtain a Special Event Permit each year in order to conduct this fundraiser.

FISCAL CONSIDERATION

None

RECOMMENDATION / MOTION

Move to: Adopt the ordinance

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON;
RELATING TO VEHICULAR AND PEDESTRIAN SAFETY; ADDING A NEW
CHAPTER 9.40 TO THE GIG HARBOR MUNICIPAL CODE PROHIBITING
SOLICITATION TO OCCUPANTS OF VEHICLES ON PUBLIC
ROADWAYS; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN
EFFECTIVE DATE.**

WHEREAS, cities are authorized under Titles 35 and 35A RCW to make and enforce by appropriate ordinances all such police regulations as are not in conflict with state law; and

WHEREAS, the City has received numerous communications from citizens regarding solicitation at certain locations as it poses traffic and public safety risks; and

WHEREAS, the City Council took public testimony at the first reading of this Ordinance on May ____, 2011; and

WHEREAS, the City Council considered this Ordinance at second reading on _____, 2011; and

WHEREAS, based on the testimony received and the information provided, the Gig Harbor City Council believes that it is important to limit the location of certain solicitations to provide for vehicular and pedestrian traffic safety, while allowing safe and appropriate venues for constitutionally protected activities; Now, therefore,

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

Section 1. Findings. The City Council makes the following findings of fact:

A. Motor vehicle drivers approached by pedestrians may become distracted, may stop suddenly, or may linger at traffic control devices thereby posing a significant risk of physical injury to themselves, other motorists, and pedestrians; and

B. "Public property" as defined below enables pedestrian and vehicular traffic to safely and efficiently move about from place to place; and

C. Solicitation of persons in or operating motor vehicles may result in car/pedestrian collisions, as well as vehicle collisions caused when vehicles behind the one being solicited move forward without realizing the solicited driver has not moved.

Section 2. New Chapter 9.40. Based upon the above findings, a new chapter 9.40 is hereby added to the Gig Harbor Municipal Code to read as follows:

**CHAPTER 9.40 SOLICITATIONS TO OCCUPANTS OF
VEHICLES ON PUBLIC ROADWAYS PROHIBITED**

Sections:

9.40.010	Purpose
9.40.020	Definitions
9.40.030	Prohibited acts
9.40.040	Evidence
9.40.050	Penalty

9.40.010 Purpose.

The purpose of this chapter is to protect citizens by limiting the location of certain kinds of solicitation and to provide for vehicular and pedestrian traffic safety.

9.40.020 Definitions.

In this chapter:

- A. "Goods" means real property, as well as tangible and intangible personal property.
- B. "Public property" means:
 - 1. Any property open or devoted to public use or owned by the City; and
 - 2. Any area dedicated to the public use for sidewalk, street, highway, or other transportation purposes, including, but not limited to, any curb, median, parkway, shoulder, sidewalk, alley, drive, or public right-of-way.
- C. "Roadway" has the meaning given that term in RCW 46.04.500, as currently adopted or as it may be amended in the future.
- D. "Services" means any work done for the benefit of another person.
- E. "Solicit" and all derivative forms of "solicit" means any conduct or act whereby a person:
 - 1. Either orally or in writing asks for an immediate ride, employment, goods, services, financial aid, monetary gifts, charity, or any article representing monetary value, for any purpose;
 - 2. Either orally or in writing sells or offers for immediate sale goods, services, or publications;
 - 3. Distributes without remuneration goods, services, or publications; or
 - 4. Solicits signatures on a petition or opinions for a survey.
- F. "Vehicle" has the meaning given that term in RCW 46.04.670, as currently adopted or as it may be amended in the future.

9.40.030 Prohibited acts.

A. It is unlawful for any person, while occupying any public property adjacent to or on any public roadway in the City, to knowingly conduct a solicitation directed to, or intended to attract the attention of, the occupant of any vehicle stopped or traveling on the roadway, unless said vehicle is legally parked. An offense occurs when the solicitation is made, whether or not an actual employment relationship is created, a transaction is completed, or an exchange of money, goods, or services takes place; provided, that nothing

herein shall be construed to prohibit activity authorized pursuant to Chapter 5.28 GHMC, Special Events.

- B. It is a defense to prosecution under this section that the person was:
1. Summoning aid or requesting assistance in an emergency situation; or
 2. A law enforcement officer in the performance of official duties.

9.40.040 Evidence.

Evidence to support a conviction for a violation of this chapter may include, but is not limited to, testimony of witnesses, videotape evidence of the violation, and other admissible evidence.

9.40.050 Penalty.

Any violation of any provision of this chapter shall be a misdemeanor, subject to the terms and conditions of Chapter 1.16 GHMC, General Penalty.

Section 3. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 4. Effective Date. This ordinance shall be published and shall take effect and be in full force five (5) days after the date of publication.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this ___ day of _____, 2011.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

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

PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:

**TO: MAYOR HUNTER
POLICE CHIEF DAVIS
CITY COUNCIL**

RE: CONCERN FOR GIG HARBOR

FOR OVER 18 MONTHS I HAVE SHOWN CONCERN OVER THE "PANHANDLING" I HAVE MADE CALLS, WRITTEN A LETTER COPIED TO ALL OF YOU. I ALSO CALLED OUR NEWSPAPER (WHO DID NOT WANT TO PUBLISH MY JEER!)

THANK YOU, POLICE CHIEF DAVIS FOR YOUR CONCERNS AND ALL YOUR HARD WORK TO TRY AND CLEAN THIS DANGEROUS SITUATION UP. ALSO FOR TAKING TIME OUT OF YOUR VERY BUSY SCHEDULE TO CALL ME BACK TO ANSWER MY QUESTIONS....AND WORKING HARD TO HAVE AN ORDINANCE.

WE, THE PEOPLE, ARE GIG HARBOR! WE NEED TO BE LISTENED TO. WE ARE RETIRED, YOUNG FAMILIES, AND OUR OWN POPULATION OF PEOPLE WITH NEEDS. I AM PROUD THAT WE HAVE A FOOD BANK AND OUR CITY WILL HELP THOSE THAT REALLY NEED HELP. IT IS THE REASON WE RETIRED HERE...FOR A CLEAN AND SAFE ENVIRONMENT THAT MEANS "FAMILY"

THIS SITUATION HAS ALLOWED US TO ABSOLUTELY WATCH BEHIND OUR BACKS AS THIS COMMUTING POPULATION GOES INTO OUR STORES, WALKS THE PARKING LOTS AND DANGEROUSLY DISTRACTS TRAFFIC...ARE WE GOING TO WAIT UNTIL THERE IS A TRAGEDY OR FATALITY? WHAT KIND OF MESSAGE ARE WE SENDING TO OUR CHILDREN? I HAVE, PERSONALLY, WITNESSED CHILDREN THAT HAVE

TALKED TO THEM!!!! YES, I COULD GO ON AND ON WITH THIS PLEA TO OUR CITY COUNCIL TO PLEASE STEP UP AND HELP SOLVE THIS PROBLEM....WHY ARE THESE PEOPLE COMMUTING HERE?????? BECAUSE THEY HAVE ORDINANCES IN OTHER SURROUNDING COMMUNITIES!

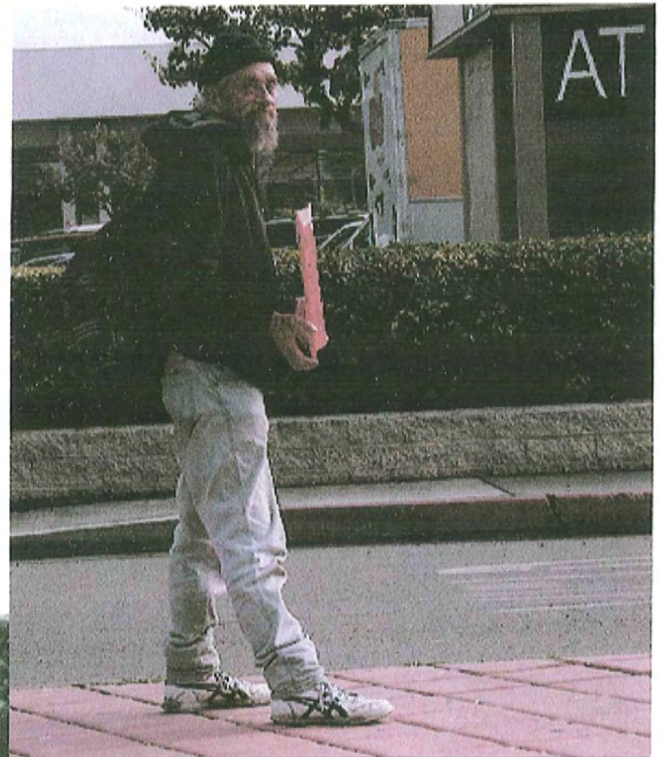
LET'S LOOK OUT FOR OUR POPULATION THAT DON'T KNOW WHERE TO MAKE THEIR DONATIONS....SOME OF THEM CANNOT AFFORD TO BE DOING THIS AND THEIR HEARTS ARE BIG...AGAIN, THIS IS WHAT GIG HARBOR IS MADE OF.

THANK YOU FOR LISTENING TO ME,

**GLORIA SPOON
253-853-4216**

I FOUND THESE PHOTOS UNDER THE IMAGES OF GIG HARBOR.....ON THE PAGE ABOUT OUR CITY COUNCIL!!!!

IS THIS WHAT WE WANT PEOPLE THAT ARE LOOKING AT MOVING HERE TO SEE?





Business of the City Council
City of Gig Harbor, WA

Subject: Public Hearing and First Reading of Ordinance - Restaurant 1 Uses in Waterfront Millville.

Proposed Council Action: Hold public hearing and review ordinance at this first reading.

Dept. Origin: Planning

Prepared by: Jennifer Kester Senior Planner

For Agenda of: May 23, 2011

Exhibits: Draft Ordinance, Application Materials

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 5/17/11

JK

BY EMAIL

N/A

JK for TD 5/16/11

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and values (0, 0, 0).

INFORMATION / BACKGROUND

On February 25, 2011, Stan and Judith Stearns, with John Moist as their agent, submitted an application for a zoning code text amendment to allow the sales of beer and wine (no hard liquor) in Restaurant 1 uses in the WM zone provided the restaurant does not exceed 1,200 square feet in size. Furthermore, they requested that the evening hours of operation of Restaurant 1 uses in the WM district be extended two hours until 9:00PM. Their complete application is enclosed. In support of the request, they provided the following statements:

"In order that restaurants currently operating under Restaurant 1 (R1) conditions in WM may take full advantage of their amenities and location to help create a profitable business model and for the benefit of the community"

"With the loss of the downtown QFC and the unlikely prospect of a replacement grocery store, restaurants in the district will be in greater demand for transient boaters. A restaurant remaining open through the dinner hour and serving beer and wine will serve the boating community well. We cannot afford to lose the transient boaters to Gig Harbor. More often than not these boaters make the difference between a good business day and a poor business day for many of the shops in the historic downtown."

The applicant also submitted a petition with over 600 signatures expressing support for this amendment. The planning staff made no attempt to validate any of the signatures.

In order to provide adequate public notice of the proposed change, staff sent notice of hearing to over 250 property owners in the WM district and neighboring residential areas as well as all known Restaurant 1 business owners in the view basin. A press release was also issued on May 12, 2011, which went to the news media, local organizations and was posted on social networking sites.

COMMITTEE DISCUSSION AND RECOMMENDATION

The Planning and Building Committee reviewed the proposed application and draft language at their March 7th and April 4th, 2011 meetings. The Planning and Building Committee recommended that the allowance for beer and wine service in establishments which do not exceed 1,200 square feet be granted to all Restaurant 1 uses rather than only those in the WM district. The applicant was agreeable to that change and the current ordinance reflects that direction.

At their April 4th meeting, the committee recommended that the draft language be considered directly by the City Council. In addition, the Committee recommended retaining the requirement that Restaurant 1 uses obtain a conditional use permit in the WM District.

STAFF ANALYSIS

The proposed definition change would affect all zones which allow Restaurant 1 uses. In addition, the proposed changes will affect not only existing businesses, but new businesses locating in existing buildings and new development of vacant or underdeveloped properties.

The following zones allow only Restaurant 1 uses (no Restaurant 2 or 3 levels) and they would be most affected by this amendment: RB-1, RB-2, B-1 and WM. Restaurant 1 uses in the RB-2 and B-1 zones are permitted outright, so if this amendment is adopted, existing Restaurant 1 uses could serve beer and wine immediately provided they meet the size limitation. For the RB-1 and WM zone which conditionally permit Restaurant 1 uses, the ability for an existing Restaurant 1 use to serve beer and wine without amending their CUP will depend on the specific conditions of the CUP permit. The RB-1 regulations further limit the size of Restaurant 1 uses in RB-1 to 800 square feet.

The proposed hours of operation change would affect both existing and new Restaurant 1 uses in the WM only.

POLICY CONSIDERATIONS

Zoning text amendments are addressed in Chapter 17.100 of the Gig Harbor Municipal Code. There are no criteria for approval of a zoning text amendment, but the Council should generally consider whether the proposed amendment furthers the public health, safety and welfare, and whether the proposed amendment is consistent with the Gig Harbor Municipal Code, the Comprehensive Plan and the Growth Management Act (chapter 36.70A RCW). The applicable land use policies and codes are as follows:

A. Gig Harbor Comprehensive Plan:

Goal 2.2.3.e Waterfront Land Use Designation

Provides for a variety of mixed uses along the waterfront which are allowed under the City of Gig Harbor Shoreline Master Program and as more particularly defined under the zoning code. Generally, the lower intensity waterfront areas would favor residential

and marinas while the more intense use waterfront areas would provide for higher density residential and commercial/retail uses.

Goal 3.9.3.a View Basin Neighborhood Design Area

The view basin is the City's heritage. It was within the view basin that the Gig Harbor fishing village was born. Today the view basin is a vibrant mix of retail, restaurant, residential, maritime and community activities contained within the historic neighborhoods of the City. Pedestrian walkways link the historic areas of Finholm, Waterfront Millville, Downtown and Borgen's Corner which serve as neighborhood centers for the surrounding mixture of contemporary and historic homes.

B. Gig Harbor Municipal Code:

17.04.702 Restaurant 1.

"Restaurant 1" means an establishment that serves food and nonalcoholic beverages and operates without a grill or deep-fat fryer.

17.04.703 Restaurant 2.

"Restaurant 2" means an establishment that prepares and serves food and nonalcoholic beverages.

17.04.704 Restaurant 3.

"Restaurant 3" means an establishment that prepares and serves food and alcoholic beverages.

17.48.010 WM District Intent.

It is the intent of this district to provide a wide range of uses and activities on the shoreline of Gig Harbor located within the area between Rosedale Street and Stinson Avenue. This district serves primarily as a medium intensity, mixed use waterfront district with an emphasis on medium-density residential, marine-dependent and marine-related uses. Uses which enhance the historic fishing village atmosphere and which are harmonious with surrounding residential areas are encouraged.

FISCAL CONSIDERATION

None.

SEPA DETERMINATION

The SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for the proposed interim ordinance on May 4th, 2011.

RECOMMENDATION / MOTION

Hold public hearing and review ordinance at this first reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO RESTAURANT 1 USES; AMENDING THE DEFINITION OF RESTAURANT 1 USES TO ALLOW BEER AND WINE SALES IN ESTABLISHMENTS THAT DO NOT EXCEED 1,200 SQUARE FEET IN SIZE; EXTENDING THE HOURS OF OPERATION OF RESTAURANT 1 USES IN THE WATERFRONT MILLVILLE DISTRICT TWO HOURS UNTIL 9:00PM; AMENDING SECTIONS 17.04.702 AND 17.48.035 OF THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City currently has three levels of restaurant uses: Level 1, the lowest level use most similar to a deli or coffee shop, through Level 3, the highest level use most similar to a full service sit down restaurant; and

WHEREAS, Restaurant 1 uses are the only types of restaurants allowed in the City's mixed use zoning districts: RB-1, RB-2, B-1 and WM; and

WHEREAS, the current definition of Restaurant 1 uses in the Gig Harbor Municipal Code does not allow for the service of alcoholic beverages in order to reduce the impact to surrounding residents in mixed use zones; and

WHEREAS, furthermore, Restaurant 1 uses are limited in the Waterfront Millville (WM) district to the operating hours of 7:00AM to 7:00PM. Restaurant 1 is the only level of restaurant allowed in the WM district; and

WHEREAS, the City desires to allow the service of beer and wine in Restaurant 1 uses to provide more opportunities to business owners to help with business retention; and

WHEREAS recognizing the increased impacts to residents that alcohol-serving restaurants have in mixed use neighborhoods, the City desires to mitigate that impact by prohibiting hard alcohol service and limiting the size of Restaurant 1 uses which serve beer and wine to 1,200 square feet; and

WHEREAS, the City also desires to extend the evening hours of operation of Restaurant 1 uses in the WM district by two hours to 9:00PM to allow for service through the dinner hour, helping with business retention and vitality; and

WHEREAS, the proposed development regulations amendments were forwarded to the Washington State Department of Commerce on April 11, 2011, pursuant to RCW 36.70A.106, and was granted expedited review on May 3, 2011; and

WHEREAS, the City's SEPA Responsible Official issued a threshold Determination of Nonsignificance (DNS) for this Ordinance on May 4, 2011; and

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

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

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

Section 1. Section 17.04.702 in the Definitions chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.702 Restaurant 1.

"Restaurant 1" means an establishment that serves food and nonalcoholic beverages and operates without a grill or deep-fat fryer. Beer and wine may be served in a Restaurant 1 establishment provided the Restaurant 1 use does not exceed 1,200 square feet in size.

Section 2. Section 17.48.035 in the Waterfront Millville (WM) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.48.035 Hours of operation.

A. The following uses shall be limited to operating between the hours of 7:00 a.m. to 7:00 p.m., daily:

1. ~~A.~~ Sales, level 1;
- B. ~~Restaurant 1;~~
2. ~~C.~~ Boat construction;
3. ~~D.~~ Clubs.

B. Restaurant 1 uses shall be limited to operating between the hours of 7:00 a.m. to 9:00 p.m., daily.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 4. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this ____ day of _____, 2011.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

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

CITY OF GIG HARBOR
APPLICATION

CITY USE ONLY

- Zoning Code Text Amendment
- Area-Wide Zoning Map Amendment

Date Received: 2/25/11
 By: JK
 Receipt # _____ By: _____

Name of project / proposal: WATERFRONT MILLEVILLE RESTAURANT
 DESIGNATION CHANGE
 RED ROOSTER CAFE

Applicant:
STANLEY STEARNS
 (Name)
JUDITH STEARNS 253
3323 HARBORVIEW DR 851-1793
 Street Address Phone
GIG HARBOR, WA 98332
 City & State Zip

Property Location (for map amendment):
 Address: 3313 HARBORVIEW DR ST101
 Section: 05 Township: 21 Range: 02
 Assessor's Tax Parcel Number: 5970000020

Owner:
SAME
 (Name)
 Street Address Phone
 City & State Zip

Full Legal Description (attach separate sheet if too long)
TAX AREA CODE 015
SECTION 05, TOWNSHIP 21,
RANGE 02, QUARTER 24,
WF MILLEVILLE
THIS PARCEL CONTAINS 2
BUILDINGS AT 3311 AND 3313
HARBORVIEW DRIVE G.H., WA.
 Acreage or Parcel Size 24,033 SQ FEET

I(We):
JOHN MOIST, AGENT
 (Name)

- Utilities:
1. Water Supply (Name of Utility if applicable)
 - a. Existing: CITY OF GIG HARBOR
 - b. Proposed: _____
 2. Sewage Disposal: (Name of Utility if applicable)
 - a. Existing: CITY OF GIG HARBOR
 - b. Proposed: _____
 3. Access: (name of road or street from which access is or will be gained.)

AGENT - [Signature] 2-7-2011
 Signature Date
 OWNER - Judith Stearns 2-25-11
 Signature Date

I do hereby affirm and certify, under penalty of perjury, that I am one (or more) of the owners or owner under contract of the herein described property and that the foregoing statements and answers are in all respects true and correct on my information and belief as to those matters, I believe it to be true.

For Map Amendments:
 Current Zoning District: _____ Requested Zoning District: _____

Existing land use: Describe (or illustrate separately) existing land use, including location of all existing structures and setbacks (in feet) from property lines.

RECEIVED
 CITY OF GIG HARBOR
 FEB 25 2011
 COMMUNITY
 DEVELOPMENT



3323 Harborview Drive Gig Harbor, WA 98332
(253) 851-1793

RECEIVED
CITY OF GIG HARBOR
FEB 25 2011
COMMUNITY
DEVELOPMENT

February 25, 2011

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

Attn: Mrs. Jennifer Kester, Senior Planner

Dear Mrs. Kester,

Pursuant to Gig Harbor Municipal Code Title 17, Zoning; Sub-section 17.48, Waterfront Millville (WM) a request for a Zoning Code Text Amendment is hereby submitted.

In order that restaurants currently operating under Restaurant 1 (R1) conditions in WM may take full advantage of their amenities and location to help create a profitable business model and for the benefit of the community, we do hereby request the following:

1. Increase current business hours from 7am until 7pm, to 7am until 9pm.
2. Serve beer and wine and no hard liquor.
3. The restaurants will not exceed 1,200 square feet in area.
4. Also request that, consistent with R1 uses in WM, petitioner will not be required to apply for a new Conditional Use Permit (CUP) in order to utilize these new provisions if adopted.

With the loss of the downtown QFC and the unlikely prospect of a replacement grocery store, restaurants in the district will be in greater demand for transient boaters. A restaurant remaining open through the dinner hour and serving beer and wine will serve the boating community well. We cannot afford to lose the transient boaters to Gig Harbor. More often than not these boaters make the difference between a good business day and a poor business day for many of the shops in the historic downtown.

Should you have questions please contact our Agent, John Moist at 851-1793 or 255-5050.

Very truly yours,

Judith Stearns
Property owner

Attached: Permit fee check: \$3,975.00

FEB 25 2011

COMMUNITY
DEVELOPMENT

ENVIRONMENTAL CHECKLIST
WAC 197-11-960

A. BACKGROUND

1. Name of proposed project: **Waterfront Millville (WM) Restaurant Designation Change**
2. Applicant:
 - Stanley and Judy Stearns**
 - 3323 Harborview Drive Gig Harbor, WA 98332**
 - 253-851-1793**
3. Representative:
 - John Moist**
 - 3323 Harborview Drive Gig Harbor, WA 98332**
 - 253-851-1793/253-255-5050**
4. Date prepared: **February 15, 2011**
5. Agency requesting checklist: **City of Gig Harbor Planning Department**
6. Proposed timing: **As soon as possible.**
7. Plans for future expansion, additions, or activity related to this proposal: **No plans.**
8. Any environmental information that has been prepared or will be prepared related to this proposal. **Only this document.**
9. Are applications pending for government approval of other proposals directly affecting the property covered by this proposal? **No.**
10. List any government approvals or permits that will be needed for this proposal. **None**
11. Description of proposal:
 - a. **Currently the Red Rooster Café operates as a Restaurant 1 under the GHMC 17.48.035**
 - b. **The purpose of this proposal is to enhance the business plan for the Red Rooster Café making use of the amenities the location has to offer the community by:**
 - i. **Increase the business hours from 7am until 7pm, to 7am until 9pm.**
 - ii. **Serve beer and wine and no hard liquor.**
 - iii. **The restaurants will not exceed 1,200 square feet in size.**
 - iv. **Also request that consistent with R1 uses in WM, petitioner will not be required to apply for a new Conditional Use Permit in order to utilize these new provisions if adopted.**
12. Location of proposal:
 - a. **The Red Rooster Café is located at 3313 Harborview Drive Suite 101 Gig Harbor WA. 98332. Section 05, Township 21, Range 02, Parcel No. 5970000020**
 - b. **This site is located in an over the water historic net shed which has been remodeled to accommodate a "Restaurant 1" facility operating under CUP 10-0002 issued June 17, 2010.**
 - c. **It is located in the Waterfront Millville district.**
 - d. **The property to the immediate South is a private residence owned by Mrs. Pete Whittier located at 3309 Harborview Drive Gig Harbor, WA 98332, Section 05, Township 21N, Range 2E, Parcel No. 5970000010.**
 - e. **The property to the immediate North, Stanich Dock, is a privately owned boat marina, Arabella's Landing Marina owned by Stanley and Judith Stearns, Applicant in this document.**

B. ENVIRONMENTAL ELEMENTS

1. Earth:

- a. General description of site: **Flat over water.**
- b. Steepest slope: **A 90 degree concrete sea wall serves link to the shoreline. 97 percent of the building is over water.**
- c. Types of material found on the site: **50 percent of the shoreline is concrete and 50 percent is landscaped soil.**
- d. Any unstable soils in the area? **None.**
- e. Proposed filling or grading: **This proposal does not require any construction.**
- f. Could erosion occur as a result of clearing or construction? **This proposal does not require any construction.**
- g. Percent of site covered with impervious surfaces after construction. **This proposal does not require any construction.**
- h. Proposed measure to reduce or control erosion: **This proposal does not require any construction.**

2. Air:

- a. Types of emissions to the air would result for proposal? **None.**
- b. Any off-site sources of emissions that would affect proposal? **None.**
- c. Proposed measures to reduce or eliminate emissions? **None required.**

3. Water:

- a. Surface:
 - (1) Is there any surface water in the immediate area? **Yes, Gig Harbor Bay**
 - (2) Will the project require any work over or adjacent to the water? **No work is required for the fulfillment of this proposal.**
 - (3) Estimate the amount of fill or dredge material required. **No material required.**
 - (4) Proposal requires surface water withdrawal or diversions? **N/A**
 - (5) Does proposal lie within a 100 year floodplain? **Yes**
 - (6) Discharge of waste materials to surface waters. **None.**
- b. Ground:
 - (1) Will ground water be withdrawn, or water discharged to ground water? **No.**
 - (2) Describe waste material that will be discharged into ground from septic tanks. **None.**
- c. Water Runoff (including storm water)
 - (1) Describe source of runoff. **Rain water runoff to the bay**
 - (2) Could waste material enter ground or surface waters? **No.**
- c. Proposed measures to reduce or control surface, ground and runoff water impact. **This proposal will not affect surface, ground and runoff water.**

4. Plants:

- a. Type of vegetation found on site: **Decorative landscape plant materials.**
- b. Type of vegetation removes? **None.**
- c. Threatened or endangered species? **None.**
- d. Proposed Landscaping? **None.**

5. Animals:

- a. Any birds, animals observed on or near site? **Heron, eagle, gulls, crows, ducks, otters, seals, raccoons, salmon, crabs, starfish.**

12. Recreation:

- a. Recreational opportunities in immediate vicinity? **Boating, kayaking**
- b. Would project displace any recreational activities? **No, enhance them.**
- c. Proposed measures to reduce impact on recreation. **None.**

13. Historic and Cultural Preservation:

- a. Any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on site. **The net shed is of significant historic significance to local community.**
- b. Describe any landmarks or evidence of historic, archaeological, scientific, or cultural importance known to be on site. **Just the building itself. It was determined that there is no archaeological significance by Puyallup Indian Tribe in 2008.**
- c. Proposed measures to reduce or control impact. **Ensure building is kept in good condition structurally and aesthetically.**

14. Transportation:

- a. I.D. public streets serving site and show access. **Harborview Drive is the access street to the site.**
- b. Is site currently served by public transit? **Not directly, however there are bus stops one block to the north and to the south of the site.**
- c. How many parking places does the site have? **Six parking spaces in a lot and 1 handicapped space**
- d. Will project use water, rail or air transportation. **As the site is located on Gig Harbor Bay and adjacent to a marina, boats can tie up while the boater enjoys lunch.**
- e. How many vehicular trips would be generated by the project. **In the summer time approximately 10, winter 5.**
- f. Proposed measures to reduce or control transportation impacts. **None**

15. Public Services:

- a. Would project result in an increased need for public services. **No.**
- b. Proposed measures to control need for public services. **N/A**

16. Utilities:

- a. Utilities currently available: **Electricity, water, refuse disposal, telephone, sewer 800 gallon holding tank and lift station.**
- b. Describe utilities proposed for project. **Electricity provided by peninsula Light Company.**

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decisions.

Signature:  Date submitted: 2-25-2011

D. SUPPLEMENTAL SHEET FOR NON-PROJECT ACTIONS:


- 1. How would the proposal be likely to increase discharge to water; emissions to air, production, storage, or release of toxic or hazardous substances; or production of noise?
N/A
 - a. Proposed measures to avoid or reduce such increases: **N/A**

2. How would the proposal be likely to affect plants, animals, fish or marine life? **It will not affect plants, animals, fish or marine life.**
3. How would proposal deplete energy or natural resources? **It would not.**
4. How would proposal be likely to use affect environmentally sensitive areas or areas designated for government protection. **It would not affect environmentally sensitive areas or areas designated for government protection.**
5. How would proposal affect land and shoreline use? **No more than the CUP permits.**
6. How would proposal be likely to increase demands on transportation or public services and utilities. **To minimal to measure.**
7. Identify whether proposal may conflict with local state or federal laws or requirements for protection of the environment. **None.**

E. SIGNATURE

The above answers are true and complete t the best of my knowledge. I understand that the lead agency is relay on they to make its decisions.

Signature: _____ Date submitted: 2-25-2011

A handwritten signature in black ink, consisting of a large, stylized loop followed by a horizontal stroke and a short vertical stroke.



3323 Harborview Drive Gig Harbor, WA 98332
(253) 851-1793

RECEIVED
CITY OF GIG HARBOR
MAR 03 2011
COMMUNITY
DEVELOPMENT

March 1, 2011

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

Attn: Mrs. Jennifer Kester, Senior Planner

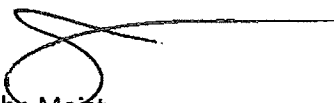
Dear Mrs. Kester,

This letter is in regard to our Zoning Code Text Amendment Application which Gig Harbor Marina filed on February 25 to allow Restaurant 1 establishments in Waterfront Millville (WF) to remain open until 9pm and serve beer and wine. Additionally, our application restricts the maximum square footage for such an establishment to 1,200 square feet.

We have collected over 600 signatures in support of this change with a cross section of local residents and visitors along with 29 signatures of Millville residents, from which there were only very positive comments. And to quote Tomi Kent Smith's Letter to the Editor; Peninsula Gateway, February 23, 2011, (referring to the restrictions placed on restaurants in Millville) *"Those restrictions were enacted in the 1980s when Millville had numerous young children who lived in the immediate area and public safety was an issue. Has the residency makeup of Millville changed? I believe everyone in the community, property owners, business owners and residents alike, are willing to work together to make Gig Harbor a success."* Miss Smith lives directly across the street from Susanne's Bakery and Delicatessen. We have not heard a single negative comment about the requested changes.

Should you have any questions, please contact me at 253-851-1793 or 253-255-5050 at your convenience.

Very truly yours,



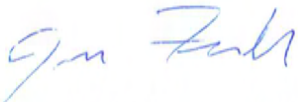
John Meist,
Agent and General Manager

Encl: Petitions, Original Copies

Hours of Operation in Millville
and
Sale of Beer and Wine in WM

I have personally collected these signatures. They represent a majority of RESIDENTS in the WM and Millville Neighborhood. As an important historic section of the town, it is our responsibility to maintain the quality and the residential character of the neighborhood. These changes will negatively impact the area.

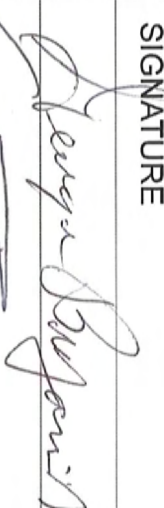











Thank you for considering this petition and the individuals that signed it.

A handwritten signature in blue ink, appearing to read "Jim Franich".

Councilman Jim Franich

PETITION TO PRESERVE THE MILLVILLE NEIGHBORHOOD

We the undersigned are opposed to extending the hours of operation beyond 7pm in the Millville District

PRINT NAME	ADDRESS	SIGNATURE	DATE
George Bujacich	3619 Ross Ave		4/4/11
Cindy Bujacich	6013 Reid Dr NW		4-3-11
Jack P Bujacich	6013 Reid Dr NW		4/4/11
Ty Quint	3526 Ross Ave		4/4/11
MARKYNN BROWN	3505 Ross Ave		4/4/11
Shanne Starbrook	3405 Ross Ave		4/4/11
William Starbrook	3405 Ross Ave		4/4/11
STELLA A. Bujacich Bujacich	3333 Ross Ave		4/4/11
Deb Hardy	3319 Harborview Dr.		4/4/11
Rick Olyden	3316 Harborview Dr		4/4/11
Jeff Nasin	3422 Harborview Dr		4/4/11
Nick Maelkovic	3734 Harborview Dr		4/4/11




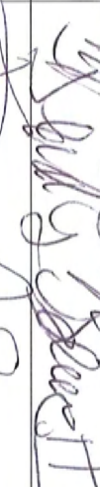

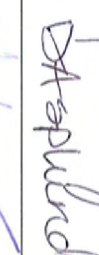
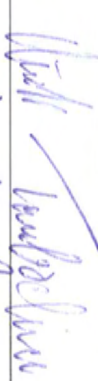

PETITION TO PRESERVE THE MILLVILLE NEIGHBORHOOD

We the undersigned are opposed to extending the hours of operation beyond 7pm in the Millville District

PRINT NAME	ADDRESS	SIGNATURE	DATE
BEVY JANE DEVEREAUX	8191 DEFENCE LN	<i>[Signature]</i>	4/13/11
Glen F. Hutchinson	8191 Defiance Ln	Glen F. Hutchinson	4/13/11
JIM FARWELL	3702 HANCOCK DR	Jim Farwell	
Joy Tyrone ^{FOR ROSS}	8702 Grand Ave Nhd	Joy Tyrone	4/3/11
D Semanick	3310 Harborview Dr.	D Semanick	4/13/11
TOMI KENT SMITH	3414 Harborview Dr	<i>[Signature]</i>	4/4/11
JOHN Skanski	3211 BRISTOL DENNY	<i>[Signature]</i>	5-12-11
Jane Moore	3525 Ross Ave 6H	Jane Moore	5-12-11
ERISIE ALLEN	3603 Redwood	<i>[Signature]</i>	5/12/11
Dick Allen	3603 ROSS AVE	Rick Allen	5/12/11
TRK Bujacich	3607 ROSS AVE	TRK Bujacich	5/12/11
Patricia Bujacich	3607 Ross Ave	Patricia B. Bujacich	5/12/11

PETITION TO PRESERVE THE MILLVILLE NEIGHBORHOOD

We the undersigned are opposed to extending the hours of operation beyond 7pm in the Millville District

PRINT NAME	ADDRESS	SIGNATURE	DATE
Dennis Moore	3525 Ross Ave ^{619 Harbor} 8332		4/17/11
Cynthia Dupile	3533 Harborview Dr. ^{619 8332}		4/15/11
Mallory Sleeper	3520 Harborview Dr.		5/15/11
Tina M. Seeger	3520 Harborview Dr		5-15-11
Ken Asplund	3615 Harborview ⁶¹⁹ 8332		5-20-11
Diane Asplund	3615 Harborview Dr. 61H		5-17-11
Nick Trachbachia	8021 Shirley Ave 611 9332		5-20-11
Nick Jerkovich	3710 Harborview Dr		5-20-11

PETITION TO PRESERVE THE MILLVILLE NEIGHBORHOOD

We the undersigned are opposed to the sale of beer and wine
in the Millville District

PRINT NAME	ADDRESS	SIGNATURE	DATE
George Bujarski	3419 19th Ave. B.H.	George Bujarski	4/4/11
Mary Plow	3505 Ross Ave	Mary Plow	4/4/11
Jeanne Stachelbrock	3405 Ross Ave	Jeanne Stachelbrock	4/4/11
William D Stachelbrock	3405 Ross Ave	William D Stachelbrock	4/4/11
Sheila A. Bustrick	3323 Ross Ave	Sheila A. Bustrick	4/4/11
Deb Hardy	3312 Harborview Dr.	Deb Hardy	4/2/11
Rick Olivier	3314 Thompsons Dr.	Rick Olivier	4/4/11
Jeff Nasin	3422 Hudson Dr	Jeff Nasin	4/4/11
Nick Sarkovich	3710 Harborview Dr.	Nick Sarkovich	5/22/11

PETITION TO PRESERVE THE MILLVILLE NEIGHBORHOOD

We the undersigned are opposed to the sale of beer and wine
in the Millville District

PRINT NAME	ADDRESS	SIGNATURE	DATE
Bern F. Hutchinson	8191 Defiance Ln.	Bern F. Hutchinson	4/13/11
Jim Faradich	3702 HARBAR VIEW DR	Jim Faradich	4-4-11
Tom Kent Smith	3414 Harberville Dr	Tom Kent Smith	4-4-11
JOHN SKANSI	3211 EASTBAY DENNY	John Skansi	5-12-11
Jane Moore	3525 Ross Ave 6th	Jane Moore	5-19-11
Dick Allen	3603 Ross AVE,	Richard B. Allen	5/12/11
ELSI E ALLEN Steve Allen	3603 Ross Ave.	Steve Allen	5/12/11
John D Bugarsky	3607 Ross Ave	John Bugarsky	5/13/11
Patricia R Bugarsky	3607 Ross Ave	Patricia R Bugarsky	5/12/11

PO Box 621
Gig Harbor, Washington
May 17, 2011

Jenn Kester
City of Gig Harbor
Gig Harbor, Washington 98335

Dear Jenn,

I have been apprised that the liquor license for the Red Rooster Café has been denied based on current zoning. However, I understand that there is a proposed ordinance to extend the hours of operation and allow liquor sales in Millville.

As a long time resident of Millville, I oppose both of these requests. The current zoning code is designed to protect residents of the R-1 district across the street from the Red Rooster from the noise, traffic, and lights of a business that would be open until 9 p.m. Such a proposed change to the zoning code would irreparably harm the residential nature of the neighborhood and interfere with residents' right to quiet enjoyment of their property.

As the zoning code now stands, we are only 150' away from the downtown business district which allows sale of beer and wine and karaoke until midnight. Occasionally we have heard revelers from that business pass in front of our house after midnight. This is not a major problem to have one late-night eatery in close proximity. But if the zoning allowed more such establishments in the area on either side of the Red Rooster, this would definitely interfere with quiet enjoyment of a residential area in the evenings.

This proposed change is too intense to allow across the street from a residential neighborhood. I urge you to not allow extended hours of operation or liquor sales in Millville.

Thank you for your thoughtful consideration of this request.

Sincerely,



Carol Davis

Hunter, Chuck

From: Tomi Kent Smith [TOMIKENT@MSN.COM]
Sent: Wednesday, May 18, 2011 4:34 PM
To: Young, Derek; Malich, Ken; Conan, Paul; paynet@cityofgigharbor.net; Franich, Jim; Ekberg, Steve; Kadzik, Paul; Hunter, Chuck
Cc: arabellas
Subject: Restaurant 1 Definition and Hours of Operation in Waterfront Millville (PL-ZONE-11-0001)

I wish to clarify my position on the ordinance before Council on May 23, 2011 regarding the change to allow beer and wine sales in restaurants in Millville as well as remaining opening until P.M.

Personally my preference would be to retain the current restaurant definition and hours of operation (no alcohol and 7 PM closing) because I live directly across the street from one businesses and 1/2 block from the other mainly affected by the change. As a result I did sign a petition against the change. I also mentioned that I was agreeable to the lifting of the restriction on alcohol if the hours of operation remained at P.M.

However, in retrospect I believe that I have to look at the big picture and to be as objective as I was in my letter to the Editor of the Gateway published on February 23, 2011.

In that letter which was a response to a Guest Column written by John Moist I stated "**...Businesses in Millville or other areas of downtown that find the current restrictions stifling need to make an appointment with the Mayor and City Council to discuss their concerns. These business/property owners, after they complete their due diligence, should be prepared to show current demographics of their area; the specific restriction of their concern can be changed by amendment to the business code....**" I have given John Moist permission to present a copy of said letter to the Council during this hearing.

As a result, since the businesses affected by the change are **following the procedure I recommended** in my letter, I believe that I should take a position of neutrality in this matter and therefore **have my signature stricken** from the petition.

Thank you.

Ms. Tomi Kent Smith
3414 Harborview Drive
Gig Harbor, WA 98332



May 23, 2011

Mayor Hunter and Members of City Council
3510 Grandview St.
Gig Harbor, WA 98335

Re: Restaurant Definition 1 and Hours of Operation in Waterfront Millvill (PL-Zone-11-001)

Dear Mayor Hunter and City Council Members:

The Gig Harbor Chamber of Commerce Board is in support of the proposed amendment of the definition of Restaurant 1 uses to allow beer and wine sales in establishments less than 1,200 square feet in size. We also support the proposal of extending the evening hours of operation of Restaurant 1 uses in the Waterfront Millville District two additional hours to 9:00pm.

Sincerely,

A handwritten signature in black ink that reads "Warren Zimmerman". The signature is fluid and cursive, with a large, prominent initial "W".

Warren Zimmerman
President/CEO
Gig Harbor Chamber of Commerce

Towslee, Molly

From: Karlinsey, Rob
Sent: Monday, May 23, 2011 1:51 PM
To: 'Ken Asplund'
Cc: Towslee, Molly
Subject: RE: Extended hours in Millville

Mr. Asplund – Thank you for your input. I will ask the City Clerk to distribute hard copies of your email to the City Council tonight. --Rob

From: Ken Asplund [<mailto:asplundspd@yahoo.com>]
Sent: Monday, May 23, 2011 11:55 AM
To: Karlinsey, Rob
Subject: Extended hours in Millville

Mr. Karlinsey,

It has been brought to our attention that there is a vote tonite to extend hours of operation and approving the sale of beer and wine in the Millville district. We are residents in this area, and are strongly opposed to this change. This is a residential area and we feel this change could be detrimental to our way of life. Any questions I can be reached at (253)222-6090.

Thank You

Regards,
Ken & Diane Asplund
3615 Harborview Dr
Gig Harbor Wa 98332

Towslee, Molly

From: Hunter, Chuck
Sent: Monday, May 23, 2011 8:44 AM
To: Towslee, Molly
Subject: FW: Liquor & Hours Change in Millville

FYI

From: Linda Dishman [<mailto:disharoni@hotmail.com>]
Sent: Sunday, May 22, 2011 4:24 PM
To: Young, Derek; Malich, Ken; Conan, Paul; paynet@cityofgigharbor.net; Ekberg, Steve; Kadzik, Paul; Franich, Jim; Hunter, Chuck
Subject: Liquor & Hours Change in Millville

Bruce and I are opposed to allowing liquor or longer hours in Millville businesses.

Bruce and Linda Dishman
3404 Hasrborview Drive
Gig Harbor WA 98332

Young, Derek; Malich, Paul; Franich, Jim

Towslee, Molly

From: Hunter, Chuck
Sent: Monday, May 23, 2011 9:04 AM
To: Towslee, Molly
Subject: FW: Millville liquor licenses

Molly

Could you pass this on to the council.

Thanks

Chuck

From: joseph davis [mailto:zyzza2000@comcast.net]
Sent: Friday, May 20, 2011 9:54 PM
To: Hunter, Chuck; Hunter, Chuck
Subject: Millville liquor licenses

Dear Mayor Hunter;

How can you save a city by selling beer and wine? The idea that selling beer and wine in Millville and extending hours of operation in an attempt to save a few failing small businesses is ridiculous. Changing the ordinance to allow such sales will negatively impact the residential neighborhood across the street from Waterfront Millville, but will do nothing to attract more tourists and business to the city. The added traffic, noise, and headlights coming up to Harborview Drive from the Red Rooster shine directly into our house. This is not a good idea to allow such intense activity in a residential neighborhood. The zoning code is designed to lessen the impact of business operations on R-1 zones. This proposed ordinance is absolutely not a good idea. Please do not allow this proposed change.

Sincerely,
Joe Davis
3312 Harborview Drive
253-381-8281

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

Proposed Council Action:

First and final reading of an ordinance approving the 72nd Street Annexation.

Dept. Origin: Planning Department

Prepared by: Tom Dolan 
Planning Director

For Agenda of: **May 23, 2011**

Exhibits: Draft Ordinance

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

CLAS/12/11

POK

by e-mail

N/A

TD 5/12/11

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

On January 24, 2011 the City Council approved a resolution declaring its intent to approve the 72nd Street Annexation. Subsequent to the Council's action, staff prepared a Notice of Intention which was transmitted to the Pierce County Boundary Review Board. The Chief Clerk of the Boundary Review Board determined that the Notice of Intention was complete as of March 7, 2011. The 45 day appeal period for the Notice of Intention expired on April 21, 2011 and annexation was deemed approved by the Boundary Review Board. State law provides that after the Boundary Review Board approves an annexation, the City must finalize the annexation by adopting an ordinance that formally accepts the annexed area into the City.

STAFF ANALYSIS

Per GHMC 1.08.020 C. the City Council may take final action on this ordinance at first reading in that the ordinance relates to an annexation. Staff recommends adoption of the ordinance.

BOARD OR COMMITTEE RECOMMENDATION

None

RECOMMENDATION / MOTION

Move to: Adopt Ordinance _____ formally approving the 72nd Street Annexation.

EXHIBITS – Draft Ordinance

**CITY OF GIG HARBOR
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF GIG HARBOR, RELATING TO ANNEXATION AND ZONING, ANNEXING APPROXIMATELY 4.87 ACRES OF PROPERTY LOCATED TO THE WEST OF STATE ROUTE 16 AND NORTH OF 72ND STREET NW, (ANX 10-0002), ADOPTING SINGLE-FAMILY RESIDENTIAL (R-1) ZONING, AND REQUIRING THE PROPERTY OWNERS TO ASSUME THEIR PROPORTIONATE SHARE OF INDEBTEDNESS.

WHEREAS, the City of Gig Harbor received a Notice of Intent to Annex approximately 4.87 acres of property located to the west of SR-16 and north of 72nd Street NW, within the City's Urban Growth Area (UGA), located in Pierce County; and

WHEREAS, the Notice of Intent was signed by the owners of not less than ten percent (10%) of the acreage of the property; and

WHEREAS, on October 11, 2010, the City Council met with the initiators of the petition and voted (Young/Payne, 5-1-0) to authorize circulation of the annexation petition subject to certain conditions including adoption of pre-annexation zoning (R-1) as depicted on the Official Zoning Map of the City and requiring that the property owners assume all of the existing indebtedness of the area being annexed; and

WHEREAS, on November 10, 2010, the petition for annexation of the property described in Exhibit A and graphically depicted on Exhibit B 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 in Exhibit A and graphically depicted on Exhibit B; and

WHEREAS, the property described in Exhibit A and graphically depicted on Exhibit B proposed to be annexed 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 December, 2004, established the land use map designation for this area as Residential Low, 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 (R-1) being applied to the property described in Exhibit A and graphically depicted on Exhibit B is consistent with the City of Gig Harbor Comprehensive Land Use Plan designations; and

WHEREAS, on January 24, 2011, the City Council, following a public hearing on the annexation petition, voted (Payne/Malich 7-0-0) to declare its intent to authorize and approve the annexation for the area described in Exhibit A and graphically depicted on Exhibit B, subject to Boundary Review Board approval (Resolution No. 855); and

WHEREAS, on March 4, 2011, the Notice of Intention, together with supporting documentation, was submitted to the Chief Clerk of the Pierce County Boundary Review Board; and

WHEREAS, on March 14, 2011, the Chief Clerk of the Pierce County Boundary Review Board deemed the annexation proposal as complete, set the official filing date as March 7, 2011, initiated the forty-five (45) day review period, and noted that the period during which jurisdiction could be invoked would expire on April 21, 2011; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of May 23, 2011; Now, Therefore,

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

Section 1. The Gig Harbor City Council hereby approves the annexation of approximately 4.87 acres of property located west of SR-16 and north of 72nd Street NW, located in Pierce County, as described in Exhibit A and graphically depicted on 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 4.87 acres of property located west of SR-16 and north of 72nd Street NW, located in Pierce County, as described in Exhibit A and graphically depicted on 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;

- B. All property within the area described in Exhibit A and graphically depicted on Exhibit B shall be zoned R-1 as depicted on the Official Zoning Map of the City in accordance with the Gig Harbor Municipal Code, Title 17; and

Section 2. The Planning Director is hereby instructed to effectuate the necessary changes to the Official Zoning Map of the City in accordance with the zoning established in Section 1.

Section 3. The Gig Harbor City Clerk hereby declares the property described in Exhibit A and graphically depicted in Exhibit B to be contiguous with the boundaries of the City of Gig Harbor.

Section 4. The City Clerk is hereby directed to record a certified copy of this ordinance with the Office of the Pierce County Auditor.

Section 5. This ordinance shall take effect five days after passage and publication as required by law.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this ____ day of _____, 2011.

APPROVED:

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____
ANGELA BELBECK

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

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;

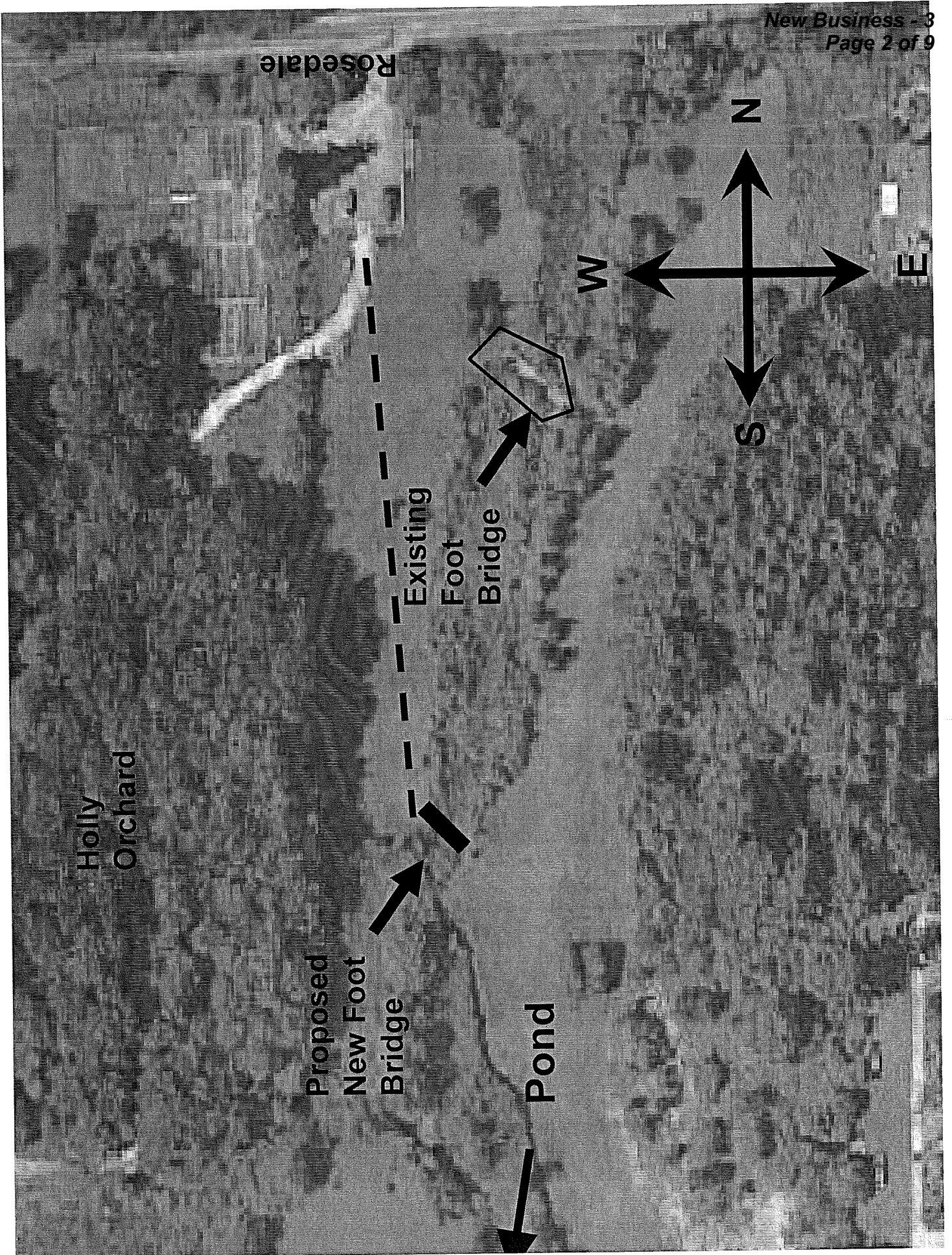
ALSO EXCEPT THAT PORTION DEEDED TO THE STATE OF WASHINGTON FOR SR-16;

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

**Wilkinson Farm Park Foot
Bridge #2 Proposal**

Eagle Scout Project

Ben Karlinsey, Troop 244



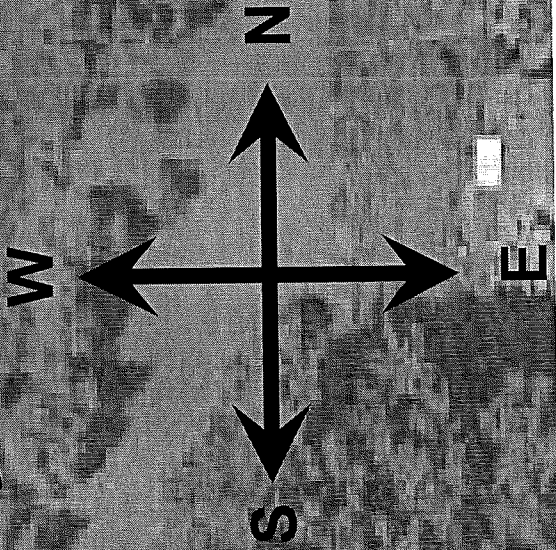
Rosedale

Holly Orchard

Proposed
New Foot
Bridge

Existing
Foot
Bridge

Pond

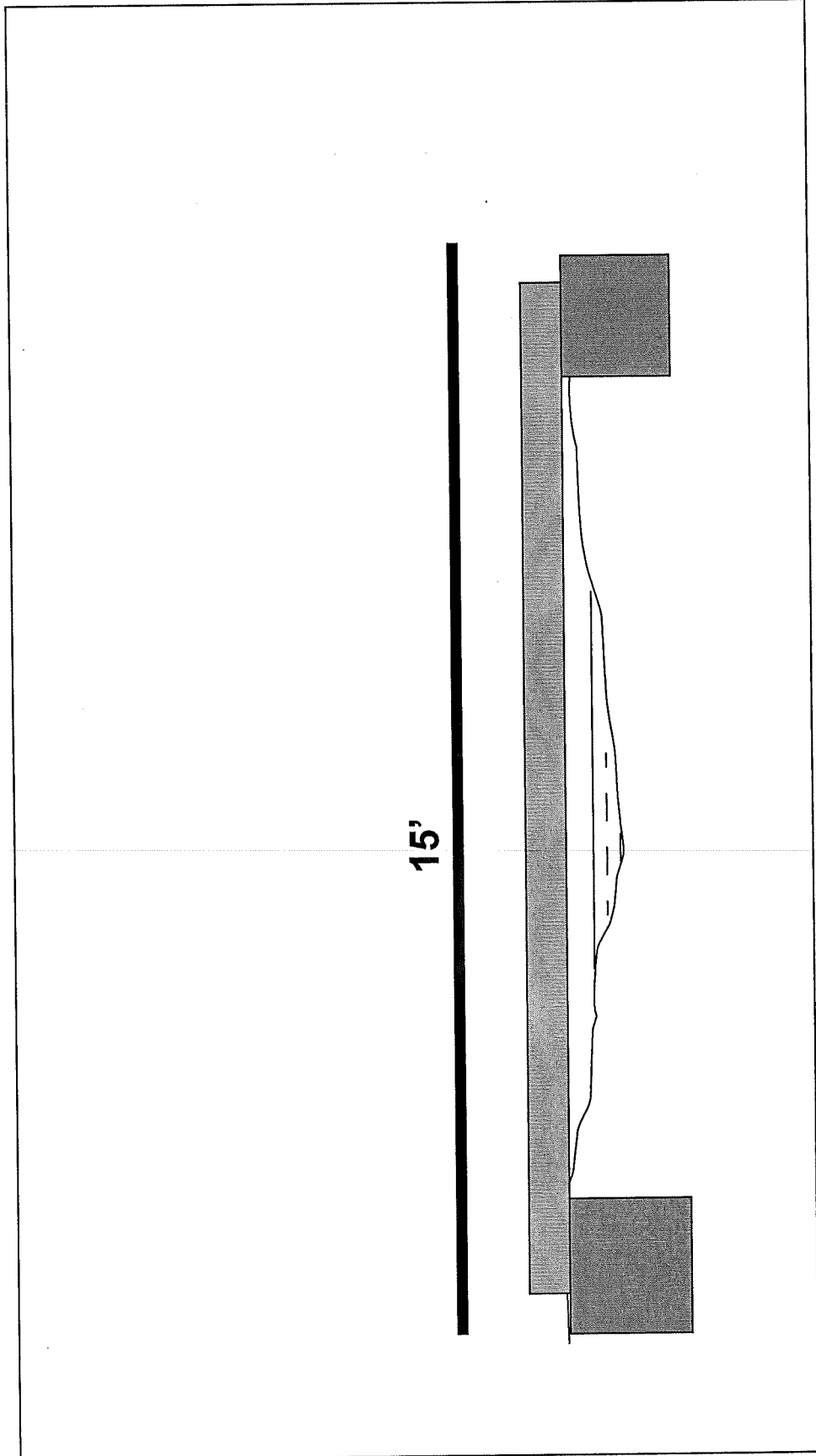


Present Condition



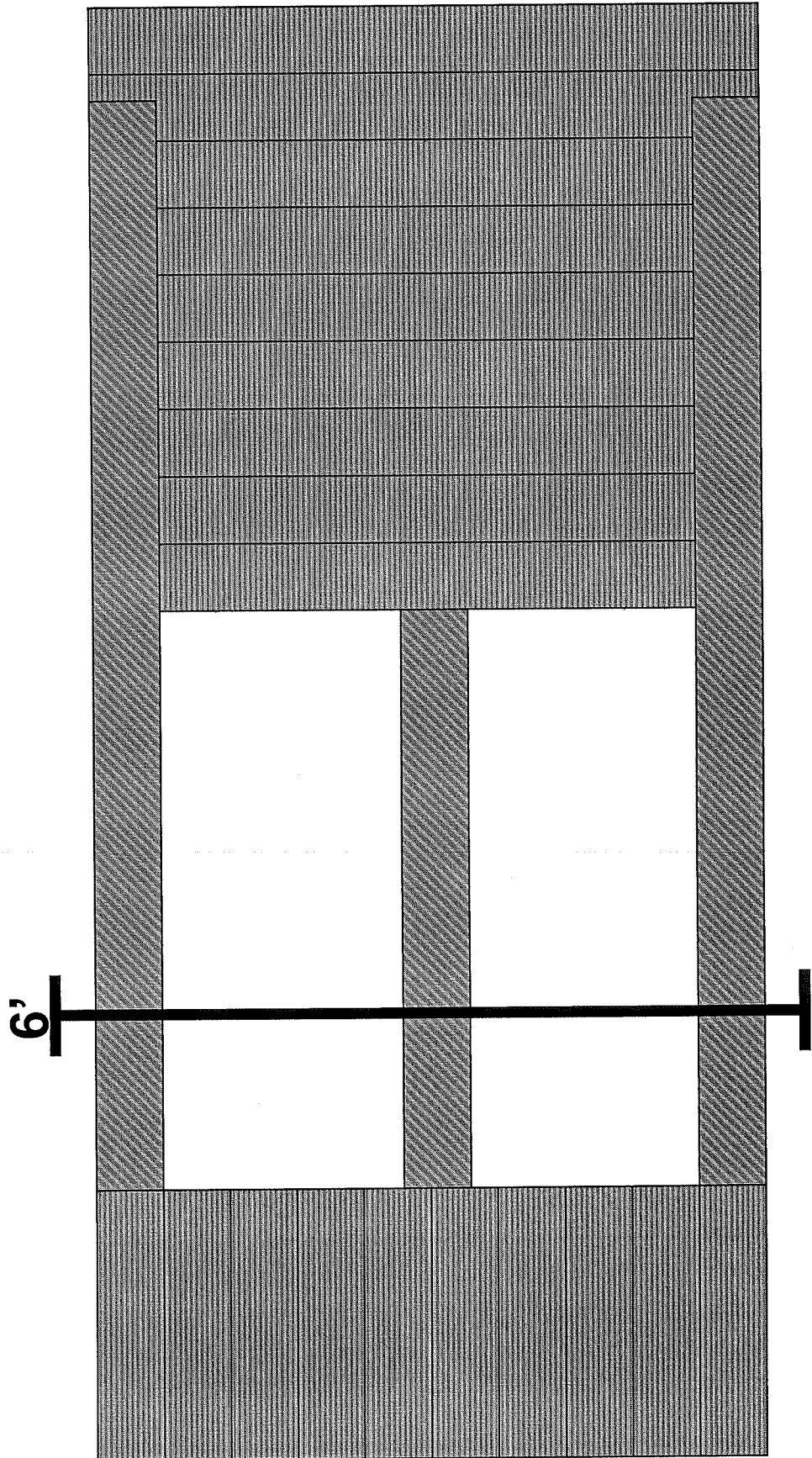


Bridge

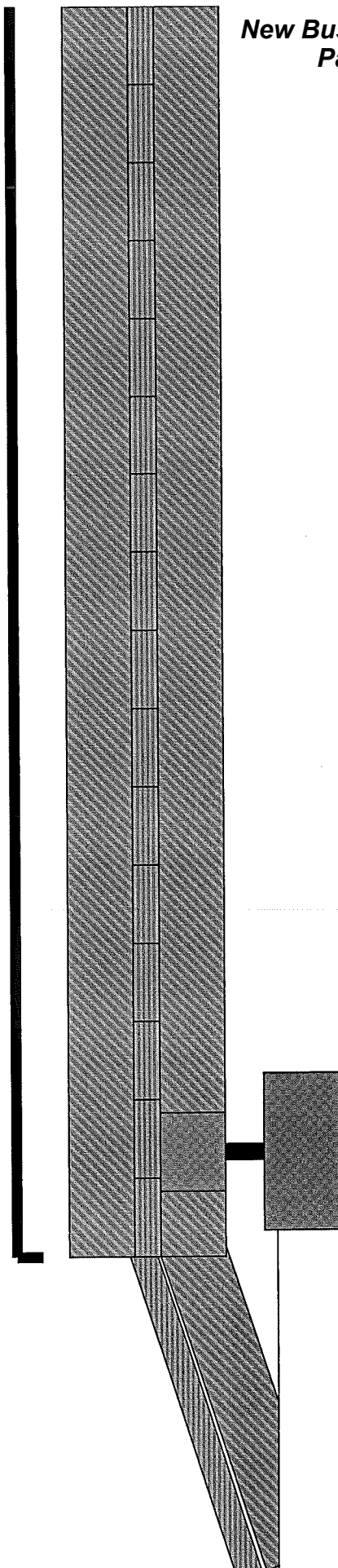


2" by 6"

6" by 6"



15'



Foot Bridge Benefits

- Lets people and pets cross the stream without walking through the mud
- Prevents erosion
- Lets people with disabilities cross easier

Schedule

- **Wetland Delineation** March 2011(done)
- **Meet With Planning and Building Officials** March 2011(done)
- **Meet With Mayor** March 2011(done)
- **Meet with City Parks Commission** April 6, 2011
- **Present Proposal to City Council's Operations Committee** April 21, 2011 (done)
- **Present Proposal to City Council** May 23, 2011
- **Fund Raise and Apply for Grants** April-June
- **Obtain Building Materials** June-July
- **Build Project. Set Work Party Dates** Late July