

Gig Harbor City Council Meeting

**February 11, 2013
5:30 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
February 11, 2013**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes Jan. 28, 2013.
2. Receive and File: a) GHPD Year-end Report.
3. Liquor License Action: a) Special Occasion: GH Peninsula Fish Food Bank;
4. Appointment to Lodging Tax Advisory Committee.
5. Appointment to Design Review Board.
6. Appointment to Planning Commission.
7. Award of Official Newspaper.
8. Lift Station 3-A Rehabilitation – Contract Award.
9. Rosedale Street Paving Project – Contract Amendment #1 – H.W. Lochner, Inc.
10. Public Works Facility Permitting and Design - Consultant Services Contract.
11. Summer Sounds Concert Contracts.
12. South Sound Sports Commission Contract.
13. Approval of Payment of Bills Feb. 11, 2013: Checks #71707 through #71820 in the amount of \$318,189.11.
14. Approval of Payroll for the month of January: Checks #6825 through #6923 in the amount of \$337,273.95.

OLD BUSINESS:

1. Third reading of Ordinance – Development Agreement for Downtown Gig Harbor.

NEW BUSINESS:

1. First Reading of Ordinance – Adopting State Statutes Relating to Marijuana.
2. Recommendation for Naming New Park Property.
3. Jerisich Dock Temporary Float Permitting – Consultant Services Contract.

STAFF REPORT:

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Parks Commission: Wed. Feb. 13th at 5:30 p.m.
2. Civic Center Closed for President's Day: Mon. Feb. 18th
3. Operations Committee: Thu. Feb. 21st at 3:00 p.m.
4. Boards and Candidate Review: Mon. Feb. 25th at 4:30 p.m.
5. Council Workstudy Session: Mon. Feb. 25th following the Council Meeting.

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – January 28, 2013

PRESENT: Councilmembers Young, Guernsey, Perrow, Malich, Payne, and Mayor Hunter. Councilmembers Ekberg and Malich were absent.

CALL TO ORDER: 5:30 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes Dec. 10, 2012.
2. Liquor License Action: a) Special Occasion – Harbor History Museum.
3. Receive and File: a) Tacoma Narrows Airport Advisory Commission Meeting Summary Nov. 8, 2012; b) Planning and Building Committee Minutes Jan. 7, 2013; c) 2012 Quarterly Finance Report.
4. Wastewater Treatment Plant on-Call Engineering Services – Amendment No. 1 to Consultant Services Contract.
5. Cushman Trail Phase 3 & 4 WSDOT Local Agency Consultant Agreement Supplement No. 1.
6. Approval of Payment of Bills for Jan. 28, 2013: Checks #71587 through #71706 in the amount of \$1,098,821.39.

MOTION: Move to adopt the Consent Agenda as presented.
Guernsey / Young – unanimously approved.

PRESENTATIONS:

SR16/Burnham Drive NW Interchange and Roadway Improvements. City Engineer Steven Misiurak introduced members from David Evans and Associates, the engineering firm that assisted in bringing the BB16 Interchange project to fruition.

Mike Clark, Vice President and Kirk Harris, Project Manager - David Evans and Associates, explained that the SR16 / Burnham Drive Interchange endeavor was an extremely complex, impressive, award-winning project that involved thousands of hours and the collaboration of many agencies and property owners. He said that the Association of Washington Cities recognized these efforts when they bestowed the Municipal Excellence Award last year. A framed copy of the application was presented to the city by Mr. Clark and Mr. Harris.

OLD BUSINESS:

1. Second Reading of Ordinance – Development Agreement for Downtown Gig Harbor. Acting Planning Director Jennifer Kester presented the second reading of this ordinance, explaining the changes that had been made to the document since the first reading. She addressed Council questions regarding notification requirements and the language that states that a development agreement cannot authorize deviations from the requirements of the Shoreline Master Program.

Councilmember Guernsey offered additional language to further clarify the intent. This will return for a third reading with the proposed amendments.

2. Second Reading of Ordinance – Peddler’s License. City Clerk Molly Towslee explained that she conferred with the city attorney, and language had been added that requires a peddler to wear a copy of the license and photo identification when soliciting per the concerns voiced at the last meeting.

Councilmember Guernsey questioned whether a city-issued, badge type of license might be mistaken for someone on official city business. Ms. Towslee explained that the logo would be quite small and the words “Peddler / Solicitor” would be prominent on the badge. City Administrator Richards added that this type of ID badge wouldn’t give any additional power for someone to enter a home, but it would help identify that they had obtained the necessary license.

MOTION: Move to adopt Ordinance No. 1255 as presented.
Young / Kadzik – unanimously approved.

NEW BUSINESS:

1. Appointments to Council Committees, Boards and Commissions, and Mayor Pro Tem for 2013. Mayor Hunter explained that the 20-year Airport Long-Range Planning Committee hadn’t actually been formed, and asked that it be removed from the list of recommended appointments.

Councilmember Young asked that an alternate for the Pierce County Regional Council be appointed. After discussion the following motion was made.

MOTION: Move to accept the recommended appointments for the Council Committees for 2013, to appoint Steve Ekberg as Mayor Pro Tem for 2013, and to approve the appointments to the other committees and boards as recommended with the elimination of the 20-year Airport Long-Range Committee. Appoint Michael Perrow as the alternate on the Pierce County Regional Council.
Payne / Kadzik – unanimously approved.

STAFF REPORT:

Award of Official City Newspaper. City Clerk Molly Towslee explained that no bids had been submitted by the published deadline, and so she contacted the three interested parties. Two indicated interest in submitting, and so the deadline was extended to January 30th. This will return at the next meeting for bid award.

PUBLIC COMMENT: None.

MAYOR’S REPORT / COUNCIL COMMENTS:

Councilmember Young said he was reappointed to serve on the Puget Sound Regional Council, and will serve on the search committee for an Executive Director. He asked if anyone knew of a candidate to get the name to him for submission. He then reported that the Mayor of Seattle has formally asked this group to perform an economic impact analysis of the proposed coal train recently in the news. He said that he doesn't think this is the appropriate group to perform the analysis, then explained that concerns are coming from both environmentalists and those concerned with the lack of freight capacity and mobility for local goods and the disruption at crossings. He asked if Councilmembers had any thoughts on the issues, to let him know.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Parks Commission – Wed. Feb 6th at 5:00 p.m.
2. Downtown Planning / Visioning – Wed. Jan. 30th at 4:00 p.m.

ADJOURN:

MOTION: Move to adjourn at 6:07 p.m.
Kadzik / Perrow – unanimously approved.

CD recorder utilized: Tracks 1002 – 1012

Charles L. Hunter, Mayor

Molly Towslee, City Clerk



POLICE

TO: MAYOR CHUCK HUNTER AND CITY COUNCIL
 FROM: CHIEF OF POLICE MIKE DAVIS *MD*
 SUBJECT: 2012 YEAR END COUNCIL REPORT
 DATE: February 11, 2013

DEPARTMENTAL ACTIVITIES SUMMARY

- 2012 YTD **calls for service** when compared to 2011 YTD **calls for service** show an *increase* in calls for service of 26. In 2012 our officers wrote 164 fewer police reports.
- **DUI arrests for 2012** were down 22 arrests. Our 2012 YTD **traffic infractions** are down by 294 when compared to the same period in 2011; and our **criminal traffic citations** decreased by 121 in 2012 YTD when compared to the same period in 2011.
- Our **traffic accidents** in 2012 increased by 14 accidents when compared to the same period in 2011. It is interesting to note that even with a tremendous drop in traffic enforcement (tickets written) we saw a minimal increase in traffic accidents.
- 2012 statistics show our **misdemeanor** arrests decreased by 188 and our **felony arrests** were decreased by 22 when compared to 2011. This significant decrease in arrests can be attributed largely to changes from case law that no longer enables police to search vehicles upon the arrest of an occupant absent a search warrant.

Category	December 2012					
	December 2011	December 2012	Change	YTD 2011	YTD 2012	Change
Calls for Service	606	699	93	7968	7994	26
General Reports	138	161	23	2000	1836	-164
Criminal Traffic	17	17	0	338	217	-121
Infractions	64	83	19	1183	934	-249
Criminal Citations	12	14	2	198	147	-51
Warrant Arrests	5	4	-1	62	63	1
Traffic Reports	13	19	6	172	186	14
DUI Arrests	6	3	-3	86	64	-22
Misdemeanor Arrests	27	24	-3	496	308	-188
Felony Arrests	4	1	-3	52	30	-22

MARINE SERVICES UNIT:

In 2012, our Marine Services Unit (MSU) personnel logged **259 patrol hours**. During that time, we performed **85 written vessel inspections** and 191 visual spot checks for basic mandatory boating safety equipment. Of the 85 inspections, 49 vessels were out of compliance with state boating equipment laws. We issued **two citations** during 2012 – about our yearly average for this category. We also were called upon to perform **search and rescue** duties on 10 occasions during the year.

Our MSU personnel hours are virtually all covered from state vessel registration fees and our operating expenses came in under budget.

During the last year, we worked through an interlocal agreement with the Pierce County Sheriff's Department that transferred authority to address the derelict vessel problem in Gig Harbor to our MSU. This effort resulted in **reducing the number of derelict vessels** from 14 to 2 and this operation was completed with minimal expense. We intend to continue to enforce these laws in the spring of 2013.

RESERVE UNIT:

We started the year with three active Reserve Officers including James Oxier, Adam Blodgett, and Jennifer Moots. They assisted with patrol each month averaging 20 hours a month as all three were still in FTO/PTO training status. In August 2012, James Oxier was selected to join the Washington State Patrol and resigned from the Reserve program. He is currently training with WSP at their academy and will be graduating in June 2013.

Officers Moots and Blodgett have been steadily working towards completing their training phase of the Reserve Officer process. Jennifer Moots is working full-time as a dispatcher for South Sound 911 but still continues her Reserve training process now working mainly with Officer Chet Dennis. Adam Blodgett has been assigned to Officer Douglas for his training.

All of our Reserve Officers were instrumental this summer during our annual "Gig" parade in helping with controlling traffic and assisting our full time officers. Officers Oxier and Blodgett volunteered to represent our department at a kids' educational event at the YMCA last summer as well.

With two reserve officers for most of the year, the unit amassed over 480 hours of volunteer time with each reserve officer providing an average of 20 hours per month. Some of the special details our Reserve Unit assisted with this last year included:

- The Gig Harbor Maritime Festival (including manning the dunk-a-cop booth)
- Numerous fun-runs and benefit runs

- The unit also support the department's monitoring of Sexual Offenders that live within the city limits. Monitored offenders have reached as high as 15 Level Is and Level IIs, ensuring that each are within compliance set by the state. Our city currently does not have any Level III offenders, which carry the highest risk of reoffending.
- Assisted with our National Night Out event in August
- The unit also participates in crime prevention presentations, educating the community is safety and security measures they can take for peace and mind within the community.

If we had to pay for the hours our reserves donated to the city last year, the cost of their salaries would have been over \$19,200.

EXPLORER POST:

The last quarter of 2012 was busy for our Explorer Post. We held six training meetings. We had several explorers help out with the Basket Brigade during Thanksgiving to help put together and distribute food to people in need. The Explorers conducted two nights of security at Gig Harbor High School for Tidefest.

We had two of our new Explorers attend the Basic Winter Academy in Yakima. Both explorers successfully completed the academy and represented the city well. Our post is currently full with fifteen Explorers and we even have a couple of applicants waiting for a spot on the post.

C.O.P.S. (Citizens Offering Police Support): The eight volunteers in the C.O.P.S. unit accounted for **1297 hours** of assistance to the police department during 2012. The unit is running smoothly and the volunteers are quite eager to help any way possible. They have made several trips to the Crime Lab (Tacoma and Olympia), Medical Examiner's Office and Toxicology Lab (Seattle) to transport or retrieve evidence. They also assist by running other errands, such as filing of search warrants and trips to the uniform store. These are tasks that would have otherwise been performed by our officers/detectives.

In addition to regular vacation checks of residences, our C.O.P.S. instituted a Home Security Survey program that has been effective in the few times it has been implemented. We expect that program to grow in the upcoming year.

Below are our officer average response times for our Priority 1, 2 and 3 calls for 2011 and 2012 to give you a visual trend. Priority 1 calls are the most serious calls and usually involve an in-progress crime. Our goal is to respond to Priority 1 calls within 4 minutes 90% of the time. Our 2012 Priority 1 response time of 4.91 is not too far off the mark, although it has seen a slight increase over the last three years. Amazingly, our

overall average response time for all three priority levels has stayed static the last couple years (2011-7.46 minutes, 2012-7.47 minutes).

FINAL 2011			
	P1	P2	P3
January	2.28	7.7	9.79
February	5.04	7.51	9.58
March	3.15	5.78	11.18
April	3.1	7.12	11.35
May	4.25	7.72	9.55
June	1.08	8.17	10.79
July	9.2	7.84	10.86
August	6.47	6.92	11.37
September	3.93	6.27	10.57
October		7.95	12.35
November	4.73	7.43	10.06
December	5.53	7.65	9.94
YEARLY AVERAGE Minutes	4.43	7.34	10.62

FINAL 2012			
	P1	P2	P3
January	4.64	7.13	10.35
February	7.56	7.23	10.34
March	7.35	6.48	11.07
April	2.2	6.83	9.74
May	3.25	7.21	10.81
June	1.52	6.95	8.19
July		7.57	11.25
August	5.15	7.9	9.85
September	5.82	8.18	9.66
October	8.64	8.16	9.03
November	3.77	7.67	10.16
December	4.15	7.27	11.02
YEARLY AVERAGE Minutes	4.91	7.38	10.12

Below you will find the reported traffic accidents for the 4th quarter of 2012-- out of the 59 (which is about normal per quarter) accidents during the 4th quarter, seven involved minor injuries. We had 20 roundabout accidents this last year which has become the average we see each year.

TRAFFIC ACCIDENTS FOR 4th QUARTER 2012					
DATE	TIME	LOCATION	CROSS STREET	TYPE	INJURY
10.04.12	17:50	Olympic Dr.	SR16	Failed To Yield	Y
10.09.12	15:00	Wollochet Dr.	Stinson Ave.	No Insurance	N
10.09.12	17:11	Stinson Ave.	Grandview St.	FTY Right Of Way	N
10.12.12	10:14	Harborview Dr.	Stinson Ave.		N
10.12.15	20:25	Borgen Blvd.	Burnham Dr. NW		N
10.15.12	10:25	Burnham Dr.	Borgen Blvd.	Unsafe Equipped Veh.	Y
10.15.12	14:40	Olympic Dr.	Hwy 16	Inattention To Driving	N
10.17.12	14:28	Olympic Dr.	5500		Y
10.18.12	12:11	Burnham Dr.	Borgan Blvd.		N
10.18.12	14:41	Soundview Dr.	Hunt St.	Following To Closely	Y
10.19.12	16:38	Olympic Dr.	SR 16	Inattention To Driving	Y
10.21.12	11:51	Soundview Dr.	6100	Fail To Provide Proof of Ins.	N
10.23.12	16:28	Olympic Dr.	Hwy 16	FTY Right of Way	N
10.24.12	13:49	Wagner Way	72nd St.	DUI	N
10.25.12	18:50	Stanich Ln	Judson St.		N
10.25.12	19:54	Soundview Dr.	Hunt St.	FTY Right of Way L Turn	Y
10.27.12	1:47	Point Fosdick Dr.	5114	Hit & Run	N
10.27.12	15:25	Grandview St.	3510		N
10.30.12	1:27	Olympic Dr.	5500		N
10.31.12	12:40	Olympic Dr.	Pt. Fosdick Dr.	FTY From Private Drive	N
11.2.12	8:35	Olympic Dr.	5100	FTY Making Left Turn	N
11.2.12	11:00	Pt. Fosdick Dr.	4649		N
11.3.12	1:03	Hunt St.	Wollochet	Hit & Run	N
11.6.12	11:32	Soundview Dr.	6400		N
11.8.12	14:36	Olympic Dr.	SR 16		N
11.9.12	14:10	Harborhill Dr.	10550		N
11.11.12	13:40	Judson St.	3104		N
11.13.12	15:20	Olympic Dr.	SR16	Fail To Yield	N
11.15.12	21:29	Harborview Dr.	N. Harborview Dr.		N
11.16.12	16:42	Soundview Dr.	Hollycroft St.		Y
11.21.12	10:50	Judson St.	3118		N
11.23.12	12:40	Pioneer Way	Stinson Ave.	No Proof of Insurance	N
11.24.12	2:00	Grandview St.	Stanich Ave.		N

TRAFFIC ACCIDENTS FOR 4th QUARTER 2010 (CONT)					
DATE	TIME	LOCATION	CROSS STREET	TYPE	INJURY
11.27.12	6:20	Kimball Dr.	6808		N
11.29.12	9:40	Olympic Dr.	5100	No Left Turn Signal	N
11.30.12	19:00	51st Ave.	11400		N
12.1.12	17:43	Stinson Ave.	Rosedale St.		N
12.2.12	19:55	Borgen Blvd.	51st Ave. NW		N
12.2.12	16:23	Point Fosdick Dr.	Olympic Dr.		N
12.3.12	2:21	Rosedale St.	Lombard Dr.	DUI - Minor	N
12.3.12	12:35	Olympic Dr.	SR 16	Follow. To Close / No Ins.	N
12.3.12	17:12	Burnham Dr.	Borgen Blvd.		N
12.4.12	17:10	Olympic Dr.	5500	Hit & Run	N
12.8.12	17:56	Olympic Dr.	Pt. Fosdick Dr.	Fail To Yield Private Drive	N
12.10.12	17:10	Sehmel Dr.	5800	Following To Close	N
12.15.12	9:55	Olympic Dr	5000	Following To Close	N
12.16.12	18:02	Harborview	Stinson Ave.	Fail To Maintain Safe Speed	N
12.17.12	17:45	Burnham Dr.	4309		N
12.17.12	18:02	Olympic Dr.	SR16	Hit & Run	N
12.18.12	16:46	Borgen Blvd.	51st Ave.	No Val.DL W/ID	N
12.18.12	19:40	Sehmel Dr.	5800	Pass.In A No Passing Zone	N
12.19.12	16:44	Olympic Dr.	SR16	Inattention To Driving	N
12.19.12	17:50	Pioneer Way	Stinson Ave.		N
12.20.12	19:30	Point Fosdick Dr.	4701		N
12.20.12	15:35	Olympic Dr.	SR16	Following To Closely	N
12.20.12	20:23	Borgen Blvd.	5500		Y
12.21.12	13:49	Point Fosdick Dr.	39th St.	Following To Closely	N
12.21.12	14:32	Wollochet Dr.	Wagner Way	Following To Closely	Y
12.25.12	19:22	Harborview Dr.	Stinson Ave.		N
12.28.12	19:20	Olympic Dr.	SR 16	Fail To Yeild	N

4th Quarter Crime Report/Year to Date (through December 2012) there were **1005 crimes investigated** within the city of **Gig Harbor compared to 1032 in 2011**. Over all we saw an 11% decrease in all reported crime in 2012. In 2011 we saw a 18% decrease in reported crime so this trend is continuing. The most notable increase was in arson where we saw five (5) incidents in 2012 compared to one (1) in 2011.

Year-To-Date Comparison Last 12 Months One-Month Summary

Year-to-date (through December 2012) there were **1005 incidents** within the city of **Gig Harbor**.

Kidnap/Child Lure					
	December 2011	December 2012	Year-To-Date (through Dec 2011)	Year-To-Date (through Dec 2012)	Year-To-Date Percent Change
Child Luring	0	0	0	0	0%

<u>Kidnapping (restrain or abduct)</u>	0	0	1	0	-100%
Kidnap/Child Lure Total:	0	0	1	0	-100%

Violent Crimes					
	December 2011	December 2012	Year-To-Date (through Dec 2011)	Year-To-Date (through Dec 2012)	Year-To-Date Percent Change
<u>Aggravated Assault</u>	0	0	4	8	100%
<u>Non Aggravated Assault</u>	1	2	26	22	-15%
<u>Homicide</u>	0	0	0	0	0%
<i>Business Robbery:</i>	0	0	4	0	-100%
<i>Residential Robbery:</i>	0	0	0	0	0%
<i>Street Robbery:</i>	0	0	3	1	-67%
<i>Other Robbery:</i>	0	0	0	0	0%
<u>Robbery</u>	0	0	7	1	-86%
Violent Crimes Total:	1	2	37	31	-16%

Property Crimes					
	December 2011	December 2012	Year-To-Date (through Dec 2011)	Year-To-Date (through Dec 2012)	Year-To-Date Percent Change
<i>Residential Arson:</i>	0	0	0	2	N/A
<i>Non-Residential Arson:</i>	0	0	1	3	200%
<u>Arson</u>	0	0	1	5	400%
<u>Motor Vehicle Theft</u>	1	2	33	24	-27%
<i>Gas Station Runouts:</i>	1	0	3	1	-67%
<i>Mail Theft:</i>	0	1	3	4	33%
<i>Shoplifting:</i>	7	9	73	80	10%
<i>Theft from Vehicle:</i>	6	26	163	123	-25%
<i>Trailer Theft:</i>	0	0	0	0	0%
<i>Boat Theft:</i>	0	0	1	0	-100%
<i>Other Theft:</i>	2	9	40	124	210%
<u>Theft</u>	16	45	283	332	17%
<i>Residential Burglary:</i>	4	2	33	42	27%
<i>Non-Residential Burglary:</i>	6	2	53	34	-36%
<u>Burglary</u>	10	4	86	76	-12%
<i>Residential Vandalism:</i>	7	15	122	106	-13%
<i>Non-Residential Vandalism:</i>	1	0	8	5	-37%
<u>Vandalism</u>	8	15	130	111	-15%
Property Crimes Total:	35	66	533	548	3%

Drug Crimes					
	December 2011	December 2012	Year-To-Date	Year-To-Date	Year-To-Date

			(through Dec 2011)	(through Dec 2012)	Percent Change
<u>Drug Possession (Methamphetamine)</u>	1	0	2	5	150%
<u>Drug Sale/Manufacture (Methamphetamine)</u>	0	0	1	1	0%
<u>Drug Possession (Other)</u>	6	0	50	42	-16%
<u>Drug Sale/Manufacture (Other)</u>	2	0	5	3	-40%
Drug Crimes Total:	9	0	58	51	-12%

Warrant Arrests, Fraud, Traffic, and Other Incidents					
	December 2011	December 2012	Year-To-Date (through Dec 2011)	Year-To-Date (through Dec 2012)	Year-To-Date Percent Change
<u>Weapons Violations</u>	0	0	6	0	-100%
<u>Warrant Arrests</u>	2	5	83	72	-13%
<u>Fraud or Forgery</u>	3	4	68	74	9%
<u>Criminal Traffic</u>	17	11	290	180	-38%
<u>Liquor Law Violations</u>	0	2	16	24	50%
<u>Telephone Harassment</u>	0	1	3	8	167%
<u>Intimidation</u>	0	0	4	2	-50%
<u>Possession of Stolen Property</u>	2	2	9	9	0%
Warrant Arrests, Fraud, Traffic, and Other Incidents Total:	24	25	479	369	-23%

Other Crimes					
	December 2011	December 2012	Year-To-Date (through Dec 2011)	Year-To-Date (through Dec 2012)	Year-To-Date Percent Change
<u>Criminal Trespass</u>	2	0	15	0	-100%
<u>Failure to Register/Sex Offender</u>	0	0	0	0	0%
<u>Simple assaults</u>	0	0	0	0	0%
<u>Trafficking in Stolen Property</u>	0	0	6	6	0%
Other Crimes Total:	2	0	21	6	-71%

Totals					
	December 2011	December 2012	Year-To-Date (through Dec 2011)	Year-To-Date (through Dec 2012)	Year-To-Date Percent Change
Grand Total:	71	93	1129	1005	-11%

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

TO: MAYOR OF GIG HARBOR

January 31, 2013

SPECIAL OCCASION # 092716

GIG HARBOR/PENINSULA FISH FOOD BANK
4425 BURNHAM DR
GIG HARBOR, WA 98335

DATE: MAY 11, 2013

TIME: NOON TO 6 PM

PLACE: UPTOWN GIG HARBOR PAV, 4701 PT FOSDICK, GIG HARBOR

CONTACT: JAN COEN, 253-851-8800

SPECIAL OCCASION LICENSES

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

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

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

<u>OPTIONAL CHECK LIST</u>	<u>EXPLANATION</u>	
LAW ENFORCEMENT	_____	YES ___ NO ___
HEALTH & SANITATION	_____	YES ___ NO ___
FIRE, BUILDING, ZONING	_____	YES ___ NO ___
OTHER:	_____	YES ___ NO ___

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

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



Business of the City Council
City of Gig Harbor, WA

Subject: Re-appointment to the Lodging Tax Advisory Committee

Proposed Council Action: Move to re-appoint Mary DesMarais and Warren Zimmerman to serve another two-year term.

Dept. Origin: Administration

Prepared by: Board and Candidate Review

For Agenda of: February 11, 2013

Exhibits:

Initial & Date

Concurred by Mayor:

CLH 2/1/13

Approved by City Administrator:

2 1/31/13

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head: _____

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

There are three positions coming due on the LTAC and both Mary DesMarais and Warren Zimmerman submitted letters asking to be re-appointed. The third vacancy will be advertised and filled later.

The committee reviewed the recommendation by the Lodging Tax Advisory Committee to re-appoint both Ms. DeMarais and Mr. Zimmerman.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

The Committee concurred with the recommendation by the LTAC.

RECOMMENDATION / MOTION

Move to: Re-appoint Mary DesMarais and Warren Zimmerman to serve two-year terms.



Business of the City Council
City of Gig Harbor, WA

Subject: APPOINTMENT TO DESIGN REVIEW BOARD

Proposed Council Action:

A motion for the appointment of Joy Peterson to serve the remainder of a vacant term on the Design Review Board

Dept. Origin: Administration

Prepared by: Boards/Commission Review Committee

For Agenda of: Feb. 11, 2013

Exhibits:

Initial & Date

Concurred by Mayor: CLH 2/1/13
Approved by City Administrator: R 1/31/13
Approved as to form by City Atty: _____
Approved by Finance Director: _____
Approved by Department Head: _____

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

We received one application from Joy Peterson to fill the remainder of the vacant term on the Design Review Board that will expire in July.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

Councilmembers Kadzik, Ekberg and Guernsey concur with the appointment of Ms. Peterson

RECOMMENDATION / MOTION

Move to: Appoint Joy Peterson to serve the remainder of a four-year term on the Design Review Board.



Business of the City Council
City of Gig Harbor, WA

Subject: APPOINTMENT TO PLANNING COMMISSION

Proposed Council Action:

A motion for the appointment of Pamela Hope Peterson to serve the remainder of a vacant Term on the Planning Commission.

Dept. Origin: Administration

Prepared by: Boards/Commission Review Committee

For Agenda of: Feb. 11, 2013

Exhibits:

Initial & Date

Concurred by Mayor:

CLH 2/1/13

Approved by City Administrator:

R 1/31/13

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head: _____

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

INFORMATION / BACKGROUND

We received one application from Pamela Hope Peterson to fill the remainder of the vacant term on the Planning Commission that will expire in July.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

Councilmembers Kadzik, Ekberg and Guernsey concur with the appointment of Ms. Peterson

RECOMMENDATION / MOTION

Move to: Appoint Pamela Hope Peterson to serve the remainder of a four-year term on the Design Review Board.



Business of the City Council
City of Gig Harbor, WA

Subject: Official City Newspaper

Dept. Origin: Administration

Proposed Council Action:

Prepared by: Molly Towslee, City Clerk *mt*

**Move to award the designation of the
"Official City Newspaper" to *The Peninsula Gateway***

For Agenda of: Feb. 11, 2013

Exhibits: Bid Proposals

Initial & Date

Concurred by Mayor:

CLH 2/1/13

Approved by City Administrator:

R 1/31/13

Approved as to form by City Atty:

Approved by Finance Director:

[Signature] 1/31/13

Approved by Department Head:

[Signature]

Expenditure	Amount	Admin \$1000	Parks \$1700	Appropriation
Required	TBD	Budgeted:	Planning: \$6800	Required \$0
			PW \$2350	

INFORMATION / BACKGROUND

In accordance with Gig Harbor 1.20, the City shall solicit bids for the City's "official newspaper" every other year. We received one bid: *the Peninsula Gateway*.

- ***The Peninsula Gateway*: \$1.22 per line for one column and \$2.44 for two columns**

The Peninsula Gateway serves over 10,300 residences and has a readership of more than 26,574. As far as I can determine, *The Gateway* has had the official newspaper designation since 1973.

The publication meets the criteria set forth in RCW 65.16.

FISCAL CONSIDERATION

The *Peninsula Gateway*'s bid represents no change from the 2012 rate. They have begun to charge the city \$9.55 per affidavit of publication; a requirement for several of our legal notices.

RECOMMENDATION / MOTION

Move to: Move to award the designation of the "Official City Newspaper" to *The Peninsula Gateway*.

THE PENINSULA Gateway

WWW.GATELINE.COM

January 23, 2013

Molly Towslee, City Clerk
3510 Grandview St.
Gig Harbor, WA 98335
RE: BID-OFFICAL NEWSPAPER, 2013-2014

Thank you for the opportunity to submit our bid for the City of Gig Harbor printing of advertising for the 2013-2014 bid. Legal advertising has always been an important means for the public to obtain information concerning government issues, as well as information that may affect their lives financially, legally, or from a quality of life standpoint.

The Peninsula Gateway is a state and national award-winning newspaper of general circulation located in the City of Gig Harbor, and serving 10,300 residences. The Gateway has a weekly readership of more than 26,574. We publish one time each week on Wednesdays, 52 weeks per year.

We urge the Council to consider the fundamental importance of a newspaper's circulation and readership in awarding the contract for "Official Newspaper." We refer to RCW 36.72.075, which provides, in relevant part that:

"The county legislative authority shall let the contract to the best and lowest responsible bidder, giving consideration to the question of circulation in awarding the contract, with a view to giving publication of notices the widest publicity."

Thus, although cost is certainly a factor to be considered, it is only one factor – and the Council is required to consider breadth of circulation, with a view to giving published notices "the widest publicity."

We believe The Peninsula Gateway offers the Council the best option – a middle-of-the-road option – to satisfy both requirements. The Gateway bid fulfills the circulation component of the RCW without dramatically increasing the annual cost to the county.

For the 2013-2014 bid, we are proposing a rate of \$1.22 per line for one column and \$2.44 for two columns. The single column sample provided is the same rate as stated above. The ad cost remains unchanged from last year.

Affidavits upon request would be charged additionally at the rate of \$9.55 per affidavit.

Type size: 7 point
Column width: 9.45 picas

Note: Legal advertising of 5 typed pages or more require one additional day notice.

Fax legal advertisements to 253-597-8473 or email: legals@thenewstribune.com Attn
Legal Clerk

We are confident The Peninsula Gateway will provide you with the most efficient and
cost effective legal services available.

Upon acceptance of this bid, please contact Melissa Jenkins or Laura Bastin for
processing and billing administration at 253-597-8596.

Respectfully,



Melissa Jenkins
Classified Inside Sales Manager
The News Tribune, The Olympian, The Peninsula Gateway, The Herald
253-597-8569
Melissa.jenkins@thenewstribune.com



Ad Order Confirmation

Ad Order Number 0001359046
PO Number
Customer Account GW2104AIM
Customer CITY OF GIG HARBOR
 JANIS/ACCOUNTS PAYABLE,3510 GR/
 GIG HARBOR WA 98335-1214 USA

Phone Number 253-851-8136
Phone Number 2
Customer Fax

Payment Method
Total Amount \$ 129.80
Payment Amt \$ 0.00
Amount Due \$ 129.80

Ad Number 0001359046-01
Sales Rep. legals
Blind Box
Tear Sheets 0
Proofs 0
Ad Size 1.0 X 85 Li
Invoice Text: BID OFFICIAL LEGAL
Affidavits NEWSPAPER
Placement Legal
Position Bids and Requests

Product	Start Date	Stop Date	# Inserts
Gateway	1/9/2013	1/9/2013	1

CITY OF GIG HARBOR CALL FOR BIDS

Bids are being requested by the City of Gig Harbor for the following services:

'Official newspaper' as designated under Chapter 65.16 RCW and which has a general circulation within the City of Gig Harbor.

The bids should contain the following: 1) Statement indicating the publication's qualifications as a legal newspaper as provided under RCW 65.16 and general circulation within the boundaries of the City of Gig Harbor city limits, 2) rate per line for two columns, 3) circulation distribution, includes subscriptions and newsstand sales per distribution, and 4) advertising representative, and 5) a quote to run the following legal notice in the paper one time, on a weekday:

NOTICE OF PUBLIC HEARING

City of Gig Harbor

Date of Notice: January 23, 2013

Applicant: Joe Kunlel Hammes Company, 1325 Fourth Avenue, Suite 1035, Seattle WA 98101
Project Location: 11567 Canterwood Blvd NW, Gig Harbor WA

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

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

Type of Environmental Environmental CheckList, Wetland Report, Habitat

Documents Filed: Management Plan

PUBLIC HEARING DATE: Gig Harbor Hearing Examiner, February 28, 2013, 5:00pm, at Gig Harbor Civic Center, Council Chambers, 3510 Grandview Street, Gig Harbor

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

Interested persons may comment on the above stated application or may request any notice of public hearing or a copy of the decision on this application. **Requests for notification or written comments must be submitted to the Department of Community Development by no later than February 22, 2013.** All public comments or requests must be received at the Department of Community Development by no later than 5:00pm on the last date of the comment period.

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

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

Sealed bids must be received at City Hall by 4:30 p.m., Tuesday, January 22, 2013, 3510 Grandview Street, Gig Harbor, WA 98335. Bids must be marked on the outside: "Bid - Official Newspaper." The City Council reserves the right to reject all bids received.

Molly Townslee
City Clerk



CITY OF GIG HARBOR CALL FOR BIDS

Bids are being requested by the City of Gig Harbor for the following services:

"Official newspaper" as designated under Chapter 65.16 RCW and which has a general circulation within the City of Gig Harbor.

The bids should contain the following: 1) Statement indicating the publication's qualifications as a legal newspaper as provided under RCW 65.16 and general circulation within the boundaries of the City of Gig Harbor city limits, 2) rate per line for two columns, 3) circulation distribution, includes subscriptions and newsstand sales per distribution, and 4) advertising representative, and 5) a quote to run the following legal notice in the paper one time, on a weekday.

NOTICE OF PUBLIC HEARING City of Gig Harbor

Date of Notice:	January 23, 2013
Applicant:	Joe Kunkel, Hammes Company, 1325 Fourth Avenue, Suite 1035, Seattle WA 98101
Project Location:	11567 Canterwood Blvd NW, Gig Harbor WA
Project Description:	Application for Site Plan Review (SPR 06-1372), Design Review (DRB 06-1374), Conditional Use Permit (CUP 06-0008) and a Variance (VAR 07-0001) for St. Anthony Hospital.
Project Permits required:	Site Plan Review, Conditional Use Permit, Variance, Rezone and Design Review
Type of Environmental	Environmental Checklist, Wetland Report, Habitat
Documents Filed:	Management Plan
PUBLIC HEARING DATE:	Gig Harbor Hearing Examiner, February 28, 2013, 5:00pm, at Gig Harbor Civic Center, Council Chambers, 3510 Grandview Street, Gig Harbor

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

Interested persons may comment on the above stated application or may request any notice of public hearing or a copy of the decision on this application. **Requests for notification or written comments must be submitted to the Department of Community Development by no later**

than February 22, 2013. All public comments or requests must be received at the Department of Community Development by no later than 5:00pm on the last date of the comment period.

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Molly Towslee
City Clerk



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

Subject: Lift Station 3A Wet Well and Manhole Rehabilitation – Public Works Contract Award

Proposed Council Action: Award and authorize the Mayor to execute a Public Works Contract with Rognlin's Inc., in an amount not exceed \$193,130.00 for the award of the Lift Station 3A Wet Well and Manhole Rehabilitation and authorize the City Engineer to approve additional expenditures up to \$25,000.00 to cover any cost increases that may result from contract change orders.

Dept. Origin: Public Works

Prepared by: George Flanigan, Construction Supervisor

For Agenda of: February 11, 2013

Exhibits: Public Works Contract

	Initial & Date
Concurred by Mayor:	CLH 11/31/13
Approved by City Administrator:	R-1/31/13
Approved as to form by City Atty:	APPROVED BY E-MAL
Approved by Finance Director:	DP 1/31/13
Approved by Department Head:	X 1/31/13

Expenditure Required	\$218,130.00	Amount Budgeted	\$342,000.00	Appropriation Required	\$ 0
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INFORMATION/BACKGROUND

Lift Station 3A was constructed in 2003 and is the City's main sanitary sewer lift station. All waste water that is pumped to the Treatment Plant passes through this lift station so the operational integrity is key to the proper operation of the waste water system.

Due to its high use and hydrogen sulfide corrosion, the existing concrete fillets and protective coating system inside wet well 3A are failing and are in need of repair. This contract will provide for the removal the failing concrete and re-configure the concrete sloped bottom of the wet well to help reduce the buildup of grease and solids to prevent premature failure in the future. A new protective coating system will be applied following the construction of the new concrete fillets.

This contract also provides for the interior recoating for the rehabilitation work of several deteriorated sanitary sewer manholes, located along Wagner Way and Wollochet Intersection and Soundview Drive. The majority of the manholes have deteriorated over time, especially on Soundview Drive due the buildup of hydrogen sulfide gas that is a bi-product of waste water. Work includes surface preparation and surface repair, application of manhole protective coatings and coating testing, temporary traffic control and flow bypass measures.

BID RESULTS

This project was bid using the City's Public Works bidding process. The Engineer's Opinion of Probable Cost was \$200,000. A total of 4 (four) bid proposals were received by the City on 01/30/2013. Bid results from each bidder are summarized below.

No.	Bidder	Bid Amount
1	Henderson Partners, LLC	Non-Responsive
2	Rognlin's Inc.	\$193,130.00
3	Realm Inc.	\$239,486.63
4	Pivetta Brothers Construction, Inc.	\$259,102.35

Upon review of all bids received, it was determined by staff that the apparent low bidder, Henderson Partners, was non responsive in that they had failed to bid the required concrete and wet well protective coating products and had other errors in its submitted bid.

FISCAL CONSIDERATION

Sufficient funds exist within the 2013 Wastewater Fund to cover all expenditures.

BOARD OR COMMITTEE RECOMMENDATION

This contract work is based on recommendations of the WWTP Supervisor and the 2013 Budget adopted by City Council. This contract work is not based on a separate board or committee recommendation.

RECOMMENDATION/MOTION

Award and authorize the Mayor to execute a Public Works Contract with Rognlin's Inc., in an amount not exceed \$193,130.00 including Washington State sales tax, for the award of the Lift Station 3A Wet Well Rehabilitation and authorize the City Engineer to approve additional expenditures up to \$25,000.00 to cover any cost increases that may result from contract change orders.

CONTRACT FORM

**CITY OF GIG HARBOR
LIFT STATION 3A WET WELL REHABILITATION PROJECT
CSSP-1209**

THIS AGREEMENT, made and entered into, this ____ day of _____, 2013, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Rognlins, Inc., a Washington corporation, hereinafter called the "Contractor."

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary for the construction of the Lift Station 3A Wet Well Rehabilitation Project, CSSP-1209 all in accordance with the Technical Specifications, Conditions of the Construction Contract and Supplementary Conditions of the Contract, and shall perform any changes in the Work, all in full compliance with the contract documents entitled "Lift Station 3A Wet Well Rehabilitation Project, CSSP-1209," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said Project Manual, including the schedule of prices in the "Proposal," the sum One Hundred Ninety-three Thousand, One Hundred Thirty and no/100's Dollars (\$193,130.00), including state sales tax, subject to the provisions of the Project Manual.
2. Work shall commence and contract time shall begin as stated in Section SC-2.04 of the Supplementary Conditions. All Contract Work shall be physically complete as stated in Section 01 12 16.
3. The Contractor agrees to pay the City Liquidated Damages for each and every working day all Work remains uncompleted after expiration of the specified time, as stated in Section 01 12 16.
4. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the Work provided for in this Contract upon the part of the Contractor.
5. The term "Project Manual" shall mean and refer to the following: "Invitation to Bidders," "Bid Form," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Project Manual, including, but not limited to the Standard General Conditions, the Supplementary Conditions and the Technical Specifications.
6. The City agrees to pay the Contractor for materials furnished and Work performed in the manner and at such times as set forth in the Project Manual.

- 7. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
- 8. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed the day and year first hereinabove written:

CITY OF GIG HARBOR:

CONTRACTOR:

Rognlins, Inc.
321 W. State Street
Aberdeen, WA 98520

Charles L. Hunter, Mayor
City of Gig Harbor
Date: _____

Print Name: _____
Print Title: _____
Date: _____

ATTEST:

City Clerk

APPROVED FOR FORM:

City Attorney

***** END CONTRACT FORM *****



Business of the City Council
City of Gig Harbor, WA

Subject: Rosedale Street Paving Project – Contract Amendment #1 – H. W. Lochner, Inc.

Proposed Council Action: Approve and authorize the Mayor to execute Consultant Services Contract Amendment #1 with H. W. Lochner, Inc. in the amount not-to-exceed \$53,892.00.

Dept. Origin: Public Works/Engineering

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

For Agenda of: February 11, 2013

Exhibits: Consultant Services Contract Amendment No. 1 w/ Exhibits A & B

Concurred by Mayor:	Initial & Date CUT 2/5/13
Approved by City Administrator:	R 2/5/13
Approved as to form by City Atty:	approv via email 2/5/13
Approved by Finance Director:	FR 2/5/13
Approved by Department Head:	2/5/2013 JPK 2/5/13

Expenditure	Amount	Amount	Appropriation
Required	\$53,892.00	Budgeted	\$830,000.00
		Required	\$0

INFORMATION / BACKGROUND

In 2011, the City contracted with H.W. Lochner to design sidewalk improvements along the north side of Rosedale Street between Skansie and Shirley Avenues. This amendment provides for the final design and preparation of bid ready contract documents for the repaving of Rosedale Street between Skanise and Shirley Avenue. The updated design will also incorporate the previously completed sidewalk design work as well.

FISCAL CONSIDERATION

Funding for this project will be from the following revenue sources:

2013 Budget for Rosedale Pedestrian	\$ 830,0000
Anticipated 2013 Expenses:	
H.W. Lochner Consultant Services Contract	\$ (75,429)
H.W. Lochner Contract Amendment No. 1	\$ (53,892)
<i>Project construction – Public Works Contract</i>	\$ (700,679)
Remaining 2013 Budget =	\$ 0

Note: Expenses in *italics* are estimated.

Funding for this project will be from two State Transportation Improvement Board (TIB) grant funds totaling \$380,712.00 and the remainder of \$449,288.00 will be from the Hospital Benefit Zone monies allocated for this project.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Approve and authorize the Mayor to execute Consultant Services Contract Amendment Number 1 with H.W. Lochner in the amount not-to-exceed \$53,892.00.

**FIRST AMENDMENT
TO
CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
H.W. LOCHNER**

THIS FIRST AMENDMENT is made to that certain Consultant Services Contract dated June 27, 2011 (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and H.W. Lochner, a corporation organized under the laws of the State of Washington (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in completing the Rosedale Street Sidewalk – Shirley Ave. to Skansie Ave. Project and desires to extend consultation services in connection with the project; 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. Amendment to Scope of Services. Section I of the Agreement is amended to require the Consultant to perform all work described in **Exhibit A – Scope of Services**, attached to this Amendment, which Exhibit is incorporated herein as if fully set forth.

Section 2. Compensation: Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Fifty Three Thousand Eight Hundred Ninety-two Dollars and Zero Cents (\$53,892.00), as shown in **Exhibit B**, attached to this Amendment and incorporated herein.

Section 3. Duration of Work: Section 4 of the Agreement is amended to extend the duration of this Agreement to March 1, 2014.

EXCEPT AS EXPRESSLY MODIFIED BY THIS FIRST AMENDMENT, ALL TERMS AND CONDITIONS OF THE AGREEMENT ARE HEREBY RATIFIED AND INCOPROATED INTO THIS AMENDMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties have executed this First Amendment on this _____ day of _____, 20__.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

**Rosedale Street NW Overlay Project
Skansie Avenue to Shirley Avenue****SCOPE OF SERVICES**

The City of Gig Harbor wishes to overlay the portion Rosedale Street between Shirley Avenue and Skansie Avenue (approximately 0.38 miles). This work will include a raised crossing at the Cushman Trail, new ADA ramps at Skansie Avenue, and an eastbound left-turn pocket east of SR 16. This project will be incorporated into the Rosedale Street NW - Sidewalk Improvement Project bid package and will be bid as a single project with separate bid schedules.

The purpose of this work plan is to:

- Prepare the final design plans and documents to construct the project.

The work will be conducted over an approximate 8-month period (to include bid assistance) beginning approximately February 12, 2013. The following is a summary of the approach for the work plan for this project. It is estimated that the project will be advertised during the month of April 2013, and project closeout by September 1, 2013.

Project Assumptions

- For the purposes of budgeting, the anticipated length of the project will be approximately 6 months.
- Public Involvement services are addressed in the Rosedale Sidewalk Improvement Project.
- Survey will be required on the south side of Rosedale Street and at the east end of the project to accommodate the shift of the road to the south for a 5' bike lane.
- It is assumed that the project design will occur after the 90% design is completed for the Rosedale Street Improvement Project
- No traffic analysis and safety analysis will be conducted as part of the work scope.
- No right-of-way needs are anticipated for this project.
- No geotechnical analysis or infiltration rate tests are anticipated.
- An eastbound left-turn pocket will be added just east of SR 16 for access into the future SR 16 Frontage Road. The left turn pocket will be designed to provide storage for one vehicle. Note: This is an optional service.
- The City will provide all permits needed for the project. It is assumed that a City issued DNS will be the SEPA determination.
- There will be no storm water system design or hydraulic analysis as the increase in impervious area is less than the threshold of 5,000 SF and other factors contained in the City of Gig Harbor Storm Water Manual.
- Utility vaults, hardware and appurtenances will be identified so they can be adjusted to grade or moved.
- Traffic control plans will be provided by the contractor for City approval.
- The overlay compacted depth is assumed to meet the City's standard of 2 inches.



Rosedale Street NW Overlay Project Skansie Avenue to Shirley Avenue

- Pavement to be replaced or added will be based on the City standard section for a Neighborhood Collector classification: 6" Asphalt Concrete, 4" Crushed Surfacing Top Course, and 4" of crushed surfacing base course..
- Contract specifications will conform to the 2012 WSDOT Specifications and City of Gig Harbor Public Works Standards.
- The 70% submittal will be combined with the plan set for the 90% submittal for the Rosedale Street NW Sidewalk Improvement Project. The 90% submittal will be incorporated into the Rosedale Street NW Sidewalk Improvement Project plan set and have no more than one review opportunity by the City. Additional reviews will be subject to additional fees.
- It is assumed that the City of Gig Harbor will provide Division 1 and assumptions for the specifications.
- The project will include HMA pre-level work per WSDOT Std. Specification 5-04.3(5).

TASK 1: Project Administration

1.1 Project Coordination

The Consultant shall be responsible for on-going management of the consultant team for this project in accordance with the provisions of the Agreement. On-going management will include confirming the work completed on time and within the Agreement budget and the two TIB grant milestone dates. The Consultant shall:

- Provide a monthly status/progress report with monthly invoices to the City that will describe work performed by the Consultant Team members during the current reporting period. Invoices will be formatted by tasks matching consistent with the scope of work.
- Maintain regular contact with the City Project Manager and maintain regular coordination with City staff for this project in accordance with the provisions of the Agreement. Regular coordination with the City will include involving the City staff in key aspects of the project. One meeting will be held at the City's offices to review work and the other communication will be conducted through e-mails and telephone calls.

Deliverables:

- Monthly Status/Progress Reports and Monthly Invoices
- Project Completion Schedule in MS Project format depicting milestone dates including TIB schedule requirements.

1.2 Project Closeout

The Consultant shall provide an electronic project record copy on CD with CAD, PDF and MS Word copies of the PS&E and PDF copies of relevant reports.

Deliverables:

- Project closeout CD.



Rosedale Street NW Overlay Project
Skansie Avenue to Shirley Avenue

TASK 2: Topographical Survey and Base Mapping (Prizm Surveying)

Using existing survey control perform a topographic survey of the southerly portion of the right of way, locating features not already located and extending the mapping to the southerly right-of-way limits of Rosedale Street. Within this area existing features—both visible and non-visible will be located: curbing, pavement edging, sidewalks, ramps, utility poles, hydrants, valves, manholes, storm drains, storm ditches, culverts, mailboxes, signs, fences, significant landscaping outline, driveways and other access ways, significant trees greater than 6” in diameter and channelization. The survey area will include all the south side of Rosedale Street from Skansie Avenue to Shirley Avenue. The survey will tie to existing boundary monuments. The survey will include enough detail to design the pedestrian ramps at the intersection of Skansie Avenue and Rosedale Street.

The Consultant will prepare a DTM and base map from the surveys, utility and right-of-way information. The Consultant shall establish a project centerline with stationing for the preferred alternative. A DTM created from survey data shall depict the actual surface shape in each section. Topographic data for this project must be gathered by techniques consistent with preparing a DTM with two-foot contours. Consultant shall use a combination of survey data at break lines, features, and spot locations to develop the DTM model. Consultant shall conduct the topographic survey to establish the configuration of the ground and the location of natural and man made objects.

The Consultant will conduct a field walk with City staff to verify the base mapping.

Deliverables:

- AutoCAD Base Map drawing files suitable for the preparation of plans, and other deliverables. Files will also be provided in PDF format.
- Survey Notes.
- DTM with two-foot contours in AutoCAD and PDF formats.
- Cross Sections at every 50-foot intervals.

TASK 3: 70% DESIGN

Under this task, the Consultant will prepare a preliminary (70%) design for the overlay. The Consultant will conduct an in-house quality review of the plans and specifications before they are submitted to the City. The Consultant will meet with the City to review their comments on the preliminary design documents. Base map and DTM files will be provided in AutoCAD and PDF format.

3.1 Plans

Roadway Plans and Typical Sections: The Consultant will develop a project plan set using existing base mapping, with typical sections, re-establishment of intersection layouts based on field verification of existing markings (coordinated with City staff for any desired modifications).



Rosedale Street NW Overlay Project Skansie Avenue to Shirley Avenue

Pavement Section: The Consultant will propose a pavement section consistent with City standards, and results of discussion with City staff based on field conditions and budget limitations.

Channelization and Signing Plans: The Consultant will prepare the channelization and signing plans which will include the re-established pavement markings and affected signing, with miscellaneous details.

Wall Plans: The Consultant will prepare preliminary plans for gravity retaining walls showing location, size and details. Wall profiles are not anticipated.

Utility Relocations: The Consultant will show any required utility relocations and crossing elevations that are in conflict with the proposed improvements.

3.2 Cost Estimate

The Consultant will calculate quantities and prepare a construction cost estimate consistent with the level of design. The estimate will be provided in a format that is consistent with WSDOT standard bid items.

3.3 Specifications

The Consultant will review the WSDOT/APWA/City's Standard Construction Specifications and prepare special provisions for those items not included or are changed from the standard specifications. The Consultant will prepare the complete specification package for the project for those items not addressed in the Rosedale Street NW Sidewalk Improvements Project. The intention is to be as efficient as possible and not duplicate efforts. The Consultant will use the current City WSDOT specification template as the basis for specification development.

Deliverables:

- 70% roadway and typical sections, pavement section and channelization, signing and wall plans.
- Construction cost estimates for design shall be completed in accordance with the standard WSDOT bid items.
- Specifications for all elements, including those already incorporated into the Rosedale Street NW Sidewalk Improvements Project.

TASK 4: 90% Design

4.1 90% PS&E

The Consultant will conduct an in-house quality review of the plans and specifications before they are submitted to the City. The Consultant will meet with the City to review their comments on the 90% plans.



Rosedale Street NW Overlay Project Skansie Avenue to Shirley Avenue

4.1.1 Plans

Roadway Plans and Typical Sections: The Consultant will develop a 90% project plan set using existing base mapping, with typical sections, re-establishment of intersection layouts based on field verification of existing markings (coordinated with City staff for any desired modifications).

Pavement Section: The Consultant will complete the design of the proposed pavement sections.

Channelization and Signing Plans: The Consultant will complete the design of the channelization and signing plans which will include the re-established pavement markings and affected signing, with miscellaneous details.

Wall Plans: The Consultant will prepare final plans and profiles for gravity retaining walls showing location, size and details. Wall profiles are not anticipated.

Details: The Consultant will prepare details as required by the project design.

Water main Plans: The Consultant will insert the City prepared waterline plans into the Rosedale Street NW Overlay Project's plan set.

4.1.2 Cost Estimate

The Consultant will calculate quantities and prepare an estimate of probable construction costs using bid items. The estimate will be provided in a format that is consistent with WSDOT standard bid items.

4.1.3 Specifications

The Consultant will review the WSDOT/APWA/City's Standard Construction Specifications and prepare special provisions for these items not included or are changed from the standard specifications. The Consultant will prepare the complete specification package for the project for those items not covered in the Rosedale Street NW Sidewalk Improvements Project and incorporate them into a full set of specifications for the combined project. The intention is to create a single set of specifications including the standard amendments. The Consultant will use the current City WSDOT specification template as the basis for specification development.

Deliverables:

- Two sets of 90% Project Plans, Specifications and Construction Estimate for the City and two sets for the consultant team.

TASK 5: Final Design

5.1 Final PS&E

Based on City's comments from their review of the 90% plans and specifications, the Consultant will prepare the final project design plans. The Consultant will also develop final special



Rosedale Street NW Overlay Project Skansie Avenue to Shirley Avenue

provisions and cost estimate. It is assumed that there are no major changes from the preliminary design submittal. The Consultant will conduct an in-house quality review of the plans and specifications before they are submitted to the City.

5.1.1 Plans

Roadway Plans and Typical Sections: The Consultant will develop a bid-ready roadway and typical section plans.

Pavement Section: The Consultant will prepare bid-ready pavement sections.

Channelization and Signing Plans: The Consultant will prepare bid-ready channelization and signing plans.

Wall Plans: The Consultant will prepare bid-ready wall plans and profiles.

Details: The Consultant will prepare details as required by the project design.

5.1.2 Cost Estimate

The Consultant will prepare a final estimate of probable construction costs using bid items.

5.1.3 Specifications

The Consultant will review the WSDOT/APWA/City's Standard Construction Specifications and prepare special provisions for these items not included or are changed from the standard specifications and standard amendments. The Consultant will prepare the final bid-ready specification package for the project. The intention is to create a single set of specifications for this and the Rosedale Street NW Sidewalk Improvements Project.

Deliverables:

- Camera-ready Final Project Plans, Specifications and Construction Estimate with Engineer's stamp.
- Electronic copy of all drawings (AutoCAD and PDF format), specifications (Word and PDF format) and cost estimate (Excel and PDF format) version.

Task 6: Left-Turn Pocket Design (Optional Service)

6.1 Left-turn pocket design

A left-turn pocket will be designed to provide access to future development on the north side of Rosedale Street east of SR 16. The eastbound left-turn pocket will provide storage for one vehicle. The design of the left turn pocket will be incorporated into the overlay PS&E package but is included as a separate task because the costs for design and construction will be the responsibility of the developer not the City of Gig Harbor.

Task 7: Bid Assistance

7.1 Responses to Bidders' Questions and Addenda

The Consultant will provide assistance during the bidding process for this project. This work will include the preparation of responses to bidder's questions and preparing addenda as required. For budgeting purposes, up to 2 addenda will be assumed.



Rosedale Street NW Overlay Project
Skansie Avenue to Shirley Avenue

The City will prepare a summary of the bids (bid tabulation).

Deliverables:

- Written responses to bidder's questions.
- Up to 2 addenda packages.

Task 8: Construction Assistance

8.1 Assistance during construction

The Consultant will provide assistance during the construction process for this project. This work will include responses to the City regarding design issues. In addition the Consultant will prepare a set of Record drawings, based on markups provided by the City. For the purposes of budgeting 12 requests for information are assumed. Record drawings will be sealed by an engineer.

Deliverables:

- Written responses to City construction questions.
- Record drawings in AutoCAD and PDF format.

Task 9: Conformed contract documents

9.1 Preparation of conformed contract documents

The Consultant will prepare a set of final conformed contract documents. Documents will be bound and will include all addenda complying with City format.

Deliverables:

- Camera-ready Final Project Plans, Specifications and Construction Estimate with Engineer's stamp; 15 copies
- Electronic copy of all drawings (AutoCAD and PDF format), specifications (Word and PDF format) and cost estimate (Excel and PDF format) versions with supporting DTM.
- Two sets (one set 11" x 17" paper and one set 22" x 34" mylar) of Final Project Plans, Specifications and Construction Estimate with Engineer's stamp for the City and two sets for the consultant team.

Exhibit B-Estimate Fee Costs

Rosedale Street Overlay Project
City of Gig Harbor
H.W. LOCHNER - PERSON HOUR ESTIMATE

Task Number	Work Element	Project Manager	Sr. Project Engineer	Design Engineer	CADD Technician	QA/QC Engineer	Admin. Support	TOTAL HOURS	TOTAL COSTS
1.0	Project Management								
1.1	Monthly Status/Progress Reports/Invoices/Coordination	20					16	36	\$ 4,701
1.2	Project Closeout	4		4	8	1	4	21	\$ 2,454
	Task 1 Total	24	-	4	8	1	20	57	\$ 7,155
2.0	Topographical Survey and Base Mapping								
2.1	Review mapping	1	4		2			7	\$ 985
	Task 2 Total	1	4	-	2	-	-	7	\$ 985
3.0	70% DESIGN								
3.1	Plans	1	24	32	24	4		85	\$ 10,099
3.2	Construction Cost Estimate	1	4	4		2		11	\$ 1,543
3.3	Specifications	1	4	4		2		11	\$ 1,543
	Task 3 Total	3	32	40	24	8	-	107	\$ 13,184
4.0	90% Design								
4.1	90% PS&E								
4.1.1	Plans	1	8	24	10	4		47	\$ 5,458
4.1.2	Cost Estimate	1	1	2		1		5	\$ 707
4.1.3	Specifications	1	8	8		1		18	\$ 2,290
	Task 4 Total	3	17	34	10	6	-	70	\$ 8,455
5.0	Final Design								
5.1	Final Design								
5.1.1	Plans	1	6	8	6	1		22	\$ 2,652
5.1.2	Cost Estimate	1	1	2		1		5	\$ 707
5.1.3	Specifications	1	4	8		1		14	\$ 1,695
	Task 5 Total	3	11	18	6	3	-	41	\$ 5,055
6.0	Left Turn pocket design (Optional)								
6.1	Left-turn pocket design	1	4	4	6	1		16	\$ 1,994
	Task 6 Total	1	4	4	6	1	-	16	\$ 1,994
7.0	Bid Assistance								
6.1	Response to Bidders' Questions & Addenda	1	2	6				9	\$ 1,009
	Task 7 Total	1	2	6	-	-	-	9	\$ 1,009
8.0	Construction Assistance								
7.1	Written responses to City questions	4	6	8				18	\$ 2,294
7.2	As-builts	4	6	12	32	3		57	\$ 6,799
	Task 8 Total	8	12	20	32	3	-	75	\$ 9,093
9.0	Conformed Contract Documents								
9.1	Prepare Conformed Contract Documents	2	4		4			10	\$ 1,375
	Task 9 Total	2	4	-	4	-	-	10	\$ 1,375
GRAND TOTAL HOURS		46	86	126	92	22	20	392	\$ 48,305.05
Hourly Labor Rates		\$ 55.47	\$ 48.56	\$ 29.43	\$ 35.89	\$ 68.00	\$ 26.55		
Labor Costs		\$ 2,551.62	\$ 4,176.16	\$ 3,708.18	\$ 3,301.88	\$ 1,496.00	\$ 531.00	\$ 15,765	

SUMMARY OF PROJECT COSTS

Classification	Direct Salary Cost	Total Hours	Direct Salary	Total Costs
Project Manager	\$ 55.47	46	\$ 2,552	
Senior Project Engineer	\$ 48.56	86	\$ 4,176	
Design Engineer	\$ 29.43	126	\$ 3,708	
CAD Technician (Technical Support)	\$ 35.89	92	\$ 3,302	
QA/QC	\$ 68.00	22	\$ 1,496	
Administrative Assistant	\$ 26.55	20	\$ 531	
Salary Costs:		392		\$ 15,765
OVERHEAD @ 174.15%:				\$ 27,455
NET FEE @ 28%				\$ 4,414
Total HWL Labor Cost:				\$ 47,634
HWL Net Profit				10.2%
Direct Reimbursables:				
Travel: (within Pierce Cty, 177mi at \$0.565/mi)	\$ 100.00			
Reproduction:	\$ 600.00			
Communications	\$ -			
Other Costs (Tolls 8 trips)	\$ 40.00			
Reimbursables Subtotal:			\$ 740	
Firm Total: H.W. Lochner, Inc.				<u>\$ 48,374</u>
Sub Consultants				
Prizm Surveying			\$ 5,420.00	
B & O Tax for Sub (1.8%)			\$ 97.56	
Contract Service Sub Consultants Subtotal:				<u>\$ 5,518</u>
CONTRACT SERVICES TOTAL COST - Rounded				\$ 53,892
*OPTIONAL SERVICES (Left-turn pocket design)				\$ 1,994



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

Subject: Public Works Facility Permitting and Design – Consultant Services Contract

Proposed Council Action: Approve and authorize the Mayor to execute a Consultant Services Contract with Lawhead Architects P.S., for permitting and design assistance related to the Public Works Facility Project in an amount not to exceed One Hundred Ninety-Nine Thousand Eight Hundred Fifty-Two Dollars and Zero Cents (\$199,852.00).

Dept. Origin: Public Works

Prepared by: Jeff Langhelm
Public Works Director

For Agenda of: February 11, 2013

Exhibits: Consultant Services Contract with Scope and Fee

	Initial & Date
Concurred by Mayor:	CLH 2/5/13
Approved by City Administrator:	P 2/5/13
Approved as to form by City Atty:	ema. 1 2/5-13
Approved by Finance Director:	P 2/5/13
Approved by Department Head:	ADL 2/5/13

Expenditure Required	\$199,852	Amount Budgeted	\$200,000	Appropriation Required	\$0
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INFORMATION/BACKGROUND

The City sent out a Request for Statement of Qualifications in January 2008 for Architectural Services for the Public Works Facility. From the submittals, three firms with experience designing and building Public Works maintenance facilities were interviewed by a panel of City representatives. Lawhead Architects was selected because of their project team experience with similar facilities in Washington and their approach to integrating City staff input on design and function. Preliminary design work was completed but the project was put on hold in October 2008 due to budgetary constraints.

The 2013 budget provides for continuing the design and permitting of the new maintenance facility, to include provisions for additional staff parking, sewer line, covered equipment and material storage, administrative functions, staff areas, equipment wash down area, sign shop and fleet maintenance. The proposed consultant services contract includes preparation of a master plan for the above items and creation of complete construction documents for the new service yard, administrative building, and frontage improvements along Skansie Avenue. This new contract with Lawhead Architects allows the continuation of the work that was already in progress in 2008.

This work will be able to utilize the topographic and tree survey completed in 2012 for the Well #11 project that is located on the same parcel as the proposed addition to the Public Works facility.

FISCAL CONSIDERATION

The 2013 City of Gig Harbor Budget includes a total of \$200,000 for the proposed work. The project budget is divided equally between the following four funds: Parks Development (Fund 109), Streets Capital (Fund 102), Water Capital (Fund 420) and Storm Water Capital (Fund 412).

BOARD OR COMMITTEE RECOMMENDATION

The proposed consultant services contract is based on recommendations provided in the City's Comprehensive Plan and the 2013 Budget adopted by City Council. This contract is not based on a separate board or committee recommendation.

RECOMMENDATION/MOTION

Approve and authorize the Mayor to execute a Consultant Services Contract with Lawhead Architects P.S., for permitting and design assistance related to the Public Works Facility Project in an amount not to exceed One Hundred Ninety-Nine Thousand Eight Hundred Fifty-Two Dollars and Zero Cents (\$199,852.00).

PROFESSIONAL SERVICES CONTRACT
(Architects, Engineers, Land Surveyors, Landscape Architects)
BETWEEN THE CITY OF GIG HARBOR AND
LAWHEAD ARCHITECTS P.S.

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

RECITALS

WHEREAS, the City is presently engaged in Public Works Facility Permitting and Design and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed One Hundred Ninety-Nine Thousand Eight Hundred Fifty-Two Dollars and Zero Cents (\$199,852.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

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

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

4. **Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2013; provided however, that additional time shall be granted by the City for excusable days or extra work.

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

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

7. **Indemnification.**

A. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney's fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. 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 or 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 Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

8. **Insurance.**

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

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

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

3. Professional Liability insurance with no less than \$1,000,000 per occurrence. All policies and coverages shall be by an 'A' rated company licensed to conduct business in the State of Washington. If such coverage is written on a claims made form, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City of Gig Harbor.

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

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

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

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

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

10. 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.

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

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

13. **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.

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

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

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Engineer or 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 prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

15. **Written Notice.** All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same

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is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

CONSULTANT:
Lawhead Architects P.S.
ATTN: Frank Lawhead
12343 Northup Way
Bellevue, WA 98005
(425) 556-1220

City of Gig Harbor
ATTN: Jeff Langhelm
Public Works Director
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

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

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

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

CONSULTANT

By: 
Its: PRESIDENT

CITY OF GIG HARBOR

By: _____
Mayor Charles L. Hunter

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

City of Gig Harbor
Public Works Facilities Expansion – Scope of Work
February 1, 2013

EXHIBIT A – SCOPE OF WORK

City of Gig Harbor Public Works Facilities Expansion

BACKGROUND

The City of Gig Harbor (CITY) has identified a need for master planning and expansion of their Public Works Facilities located on 89th Street NW off of Bujacich Road/Skansie Avenue. Lawhead Architects P.S. (ARCHITECT) has been selected by the City and will lead a team of consultants in the expansion of the Public Works Facilities.

The overall project will include Master Planning of the Public Works Facilities site as well as Design and Construction of four (4) new buildings (Building #1, Building #6, Building #7, Building #8), one (1) remodeled building (Building #3), and minor repairs to two (2) buildings (Building #4, and #5).

SCOPE OF WORK

TASK 1: Master Plan

The Master Plan will provide a comprehensive road map / master site plan for the Public Works Facilities expansion project. Details of site expansion and new building locations will be demonstrated clearly in the Master Plan. The new buildings will include an Administration Building (Building #1), and three (3) Vehicle Storage Buildings (Buildings #6, #7, and #8) and will be located on an expanded three (3) acre site. Associated parking, service yard, site circulation, and infrastructure will be demonstrated in the Master Site Plan. The task will include programming and site planning.

- 1.1 Startup/Programming.** Startup coordination with CITY staff as well as programming information will be initiated through an initial face-to-face meeting as well as additional phone and email communication. From the data collected in the interviews, a program document will be produced that will identify square footage requirements for each new building as well as room names, functions, occupants, proximities, equipment requirements, and any special requirements. The ARCHITECT will have the CITY review a draft of the document, and revise/finalize it per input from the CITY.

Meetings:

- One (1) meeting. The ARCHITECT will meet once with the CITY during Programming.

Deliverable:

- Program Document. 8 ½"x11" format with tabbed sections. Hard copies and electronic copies will be provided to the CITY.

- 1.2 Site Planning.** Using data collected through the program documentation efforts, multiple Site Plan options will be presented. Based on review and input from the CITY, the Master Site Plan will be refined to accurately reflect the CITY vision of the Public Works Expansion project. The ARCHITECT will provide two (2) site options and revise one (1) option.

City of Gig Harbor
Public Works Facilities Expansion – Scope of Work
February 1, 2013

City Responsibilities:

- CITY to provide a survey of the existing conditions of the site in electronic (CAD) format.
- CITY consultant will define the environmental site issues including hazardous materials and provide recommendations for the proposed site improvements.
- ARCHITECT will assist CITY in completing the SEPA Checklist and obtaining necessary building applications and permits.
- CITY shall provide soils report by geotechnical engineer, including recommendations for earthwork, foundation drainage, retaining wall (Keystone Wall) design, asphalt pavement design and concrete pavement design.
- CITY shall provide Site Survey by Civil Engineer/Surveyor.
- CITY shall provide a Traffic Study.

Meetings:

- One (1) meeting. The ARCHITECT will meet once with the CITY during Site Planning.

Deliverable:

- Site Plan. Master Site Plan will be provided 11"x17" format at 1"=60'-0" scale.

- END OF TASK 1 -

City of Gig Harbor
Public Works Facilities Expansion – Scope of Work
February 1, 2013

TASK 2: Site Development and New Buildings (Bldg #1, Bldg #8)

This task will provide the CITY with a building construction package for new Site Development including associated parking, circulation, service yard and site infrastructure for the Public Works Facilities expansion. In addition to site development, two new buildings will be designed. The new buildings include a 5,000 sf (approx.) Administration Building (Bldg #1), and a 3,000 sf pre-manufactured Vehicle Storage Building (Bldg #8).

Included in Site Development will be a sewer Lift Station, 800 +/- linear feet of sewer force main extension in Skansie Avenue (south of the project site, connect to an existing sewer manhole), and 400 linear feet of half street improvements to the west side of Skansie Avenue (directly in front of the subject site property). The Lift Station is anticipated to be a low flow packaged duplex ejector system to support the maintenance building flows. The task will include design review documents for the permitting pre-application process as well as documents for schematic design, design development, and final construction documents and specifications. Bidding and Construction Administration are NOT INCLUDED in this task.

- 2.1 Design Review / Permit Pre-Application.** Based on the master plan and program documents completed in Task 1, the ARCHITECT will develop an overall site plan and design for the new Administration (Bldg #1) and Vehicle Storage Building (Bldg #8). Based on review and input from the CITY, one of the options will be revised and finalized. A schematic floor plan and elevations of the revised option will be presented in the permitting pre-application process with the City of Gig Harbor Building Department.

Meetings:

- The ARCHITECT will attend design review meetings and hearing examiner meetings during the permitting pre-application process.

Deliverables:

- Design Review and Pre-Application drawings will be provided in 11"x17" format or whatever pre-application drawing format is acceptable.

- 2.2 Schematic Design.** Based upon the approved design review / pre-application documents, the ARCHITECT will develop schematic design documents for the site expansion and two (2) new buildings. The ARCHITECT will consult with the City to ascertain and confirm the general and detailed requirements for the building(s). Studies will be prepared leading to an approved final design. The schematic design documents will include floor plans showing the general scope and character of the building.

Meetings:

- One (1) meetings. The ARCHITECT will attend one (1) team meeting during Schematic Design.

City of Gig Harbor
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Deliverables:

- Architectural Schematic Design documents for both buildings will be provided in 24"x36" format and will include the following sheet layout for each:

- Site Plan @ 1"=30'-0"
- First Floor Plan @ 1/8" = 1'-0"
- (4) Building Elevations @ 1/16" = 1'-0"
- (2) Building Sections @ 1/16" = 1'-0"

- Civil Engineer will provide a site plan showing utility connections for sanitary sewer, domestic water, and fire protection. This plan will include schematic grading information and storm drainage facilities.

2.3 Design Development. Based on the approved Schematic Design documents, the ARCHITECT shall prepare design development documents consisting of plans, elevations, sections/details and other preliminary drawings and specifications, to establish and illustrate the size and character of the entire Project. The design development documents shall describe the materials, type of structure, mechanical and electrical systems.

Meetings:

- One (1) meeting. The ARCHITECT will attend one (1) team meeting during Design Development.

Deliverables:

- Design Development documents for both buildings will be provided in 24"x36" format and will include the following sheet layout for each:

- (1) Site Plan @ 1"=30'-0"
- First Floor Plan @ 1/8" = 1'-0"
- Floor Finish Plan or Finish Schedule
- Reflected Ceiling Plan @ 1/8" = 1'-0"
- (4) Building Elevations @ 1/8" = 1'-0"
- (2) Building Sections @ 1/8" = 1'-0"
- (2) Wall Sections @ 1/2" = 1'-0"
- Outline Architectural Specifications

- The ARCHITECT consultant team (Civil, Structural, Mechanical, Electrical, Landscape) will provide industry standard Design Development level documents for both buildings in 24"x36" format.

- Civil Engineer will prepare a preliminary Technical Information Report (TIR) and drainage model for detention sizing of the on-site drainage system.

2.4 Construction Documents. Based upon the approved design development documents, the ARCHITECT shall prepare construction

City of Gig Harbor
Public Works Facilities Expansion – Scope of Work
February 1, 2013

documents. These documents shall include construction drawings, revised specifications and other documents setting forth in detail the scope of the Project. Such documents shall describe materials, workmanship, finishes, equipment and the conditions affecting the work. The construction documents shall be sufficiently detailed to provide guidance for all divisions of the construction project.

City Responsibilities:

- Documents furnished by the CITY, including Instructions to Bidders, General Conditions, Addenda to the General Conditions and Special Conditions shall be made a part of the Project construction documents. The ARCHITECT shall not modify CITY documents without prior written approval from the CITY. Such documents shall be provided to the ARCHITECT for reference.
- CITY shall coordinate with vendor for Rack Storage structural design.

Assumptions:

- Subject to approval by the CITY, the ARCHITECT shall be permitted to include in the construction documents alternate bids to adjust the construction cost to the project construction cost.
- The ARCHITECT will provide up to two (2) revisions/re-submittals if needed to the Permit Documents.
- Preparation of a wet weather plan is not included.
- The new sewer lift station is anticipated to be a low flow packaged duplex ejector system to support the maintenance building flows.
- It is assumed that utilities adjacent to the site have capacity to adequately serve the project for water and sanitary sewer. The sanitary sewer will gravity flow to existing public mains.
- Contractor will prepare a Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent as the contractor will be the Certified Erosion Control Lead (CESL).
- The civil engineer will provide an original stamped mylar set.
- Service yard lighting will consist of four (4) light poles.
- Half street improvements (west side) to Skansie Avenue will include:
 - Curb/Gutter/Sidewalk
 - Stormwater Detention (detention pipe in R/W)
 - Stormwater conveyance piping
 - 12" water main extension with one (1) fire hydrant

City of Gig Harbor
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- Design of structured site walls and detention facilities, if required, will be bidder designed by the contractor.
- Street improvements to Skansie in front of the adjacent parcel and to 89th Street NW are not required.
- Length of offsite improvements has been assumed to be 400 linear feet to the property that fronts Skansie Avenue.
- Outfall from the Skansie Avenue drainage can be provided in close proximity to the street frontage (i.e. no storm drainage \ extensions to distant properties will be required).

Meetings:

- One (1) meeting. The ARCHITECT will attend one (1) team meeting during Construction Documents.

Deliverables:

- Construction Documents will be provided in 24"x36" format.
- Sheet layout for the Administration Building will include:
 - Cover Sheet w/Divisions of Work, Agency Notes, Project Data, Schedules, and General Notes.
 - Site Plan @ 1"=30'-0"
 - (5) Site Details @ 1"=1'-0"
 - Floor Finish Plan @ 1/8" = 1'-0"
 - Roof Plan @ 1/16" = 1'-0"
 - First Floor Plan or Finish Schedule
 - Reflected Ceiling Plan @ 1/8" = 1'-0"
 - Enlarged Floor Plan (Lockers/Restrooms) @ 1/4" = 1'-0"
 - (4) Building Elevations @ 1/8" = 1'-0"
 - (2) Building Sections @ 1/8" = 1'-0"
 - (4) Wall Sections @ 1/2" = 1'-0"
 - (20) Interior Elevations @ 1/4" = 1'-0"
 - (10) Interior Details @ scale varies
 - (15) Exterior Details @ 1 1/2" = 1'-0"
- Sheet layout for the Vehicle Storage Building will include:
 - Cover Sheet w/Divisions of Work, Agency Notes, Project Data, Schedules, and General Notes.
 - Site Plan @ 1"=30'-0"
 - (5) Site Details @ 1"=1'-0"
 - First Floor Plan @ 1/8" = 1'-0"
 - Roof Plan @ 1/16" = 1'-0"
 - Floor Finish Plan or Finish Schedule
 - Reflected Ceiling Plan @ 1/8" = 1'-0"
 - (4) Building Elevations @ 1/8" = 1'-0"
 - (2) Building Sections @ 1/8" = 1'-0"
 - (4) Wall Sections @ 1/2" = 1'-0"
 - (10) Exterior Details @ 1 1/2" = 1'-0"

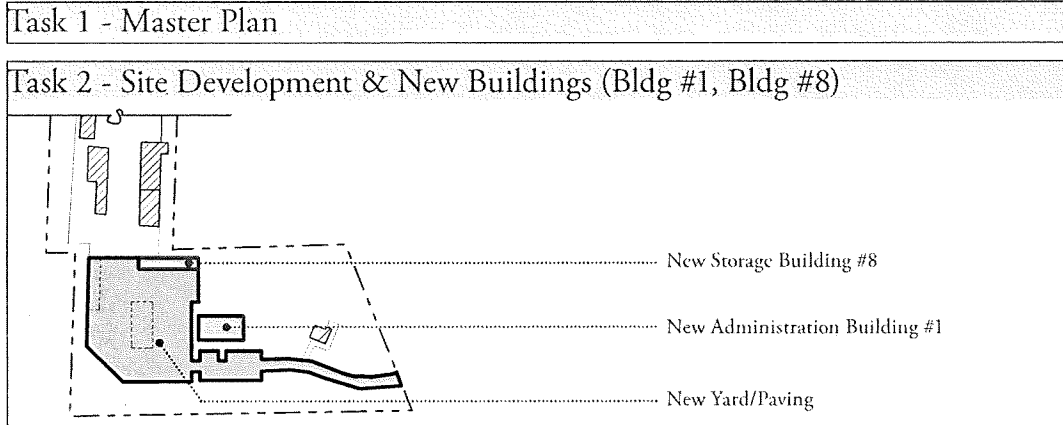
City of Gig Harbor
Public Works Facilities Expansion – Scope of Work
February 1, 2013

- The ARCHITECT consultant team (Civil, Structural, Mechanical, Electrical, Landscape) will provide industry standard Construction Documents for both buildings in 24"x36" format.
- Architectural specifications (CSI format) covering both buildings.
- Civil Engineer will prepare a final TIR and drainage model for detention sizing of the on-site drainage system.
- Civil Engineer will prepare a downstream analysis.
- Building Technologies Systems design will include empty pathways and spaces for the data/telecommunications, cable television, and security systems based on information provided by the CITY telecommunications installer. Per Industry Standard practice, detailed design of the data/telecommunications, cable television, and security systems including construction documents and specifications will be provided by CITY telecommunications vendor.

- END OF TASK 2 -

City of Gig Harbor
Public Works Facilities Expansion – Scope of Work
February 1, 2013

KEY PLAN FOR PROJECT TASKS



-- END OF SCOPE OF WORK DOCUMENT --

Lawhead Architects PS Architect									kpff Civil	kpff Structural	Interface Mechanical Electrical	Cost	Landscape	Total Cost	
Task Description	Rate	Principal Level I 120	Sr Project Manager Level II 110	Sr.Proj.Des Proj. Arch Level III 95	Arch I Proj. Des I Level IV 80	ArchII Proj. Des II Level V 70	Expenses Reimb.	Hours	Fee						
Task 1 Master Plan															
1.1 Start-up/Programming		20				22									
1.2 Site Planning		22	4		8	22									
Sub-Total Hours		42	4	0	8	44	0	98							
		\$5,040.00	\$440.00	\$0.00	\$640.00	\$3,080.00	\$500.00		\$9,700.00	\$2,240.00				\$2,492.00	\$14,432.00
Task 2 Site Development & New Buildings															
2.1 Design Review/Pre-Application		20	6		6	25									
2.2 Schematic Design		36	35		9	80									
2.3 Design Development		30	58	19	18	118									
2.4 Construction Documents		38	102	65	30	180									
Sub-Total Hours		124	201	84	63	403	0	875							
		\$14,880.00	\$22,110.00	\$7,980.00	\$5,040.00	\$28,210.00	\$1,500.00		\$79,720.00	\$56,560.00	\$21,276.00	\$12,880.00	\$9,000.00	\$5,984.00	\$185,420.00
TOTAL Hours		166	205	84	71	447		973							
TOTAL Cost								\$89,420.00	\$58,800.00	\$21,276.00	\$12,880.00	\$9,000.00	\$8,476.00	\$199,852.00	
									Civil	Structural	Mech/Elec	Cost	Landscape		



Business of the City Council
City of Gig Harbor, WA

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

Dept. Origin: Administration - Marketing

Prepared by: Laureen Lund 
Marketing Director

Proposed Council Action: Authorize the award and execution of seven contracts for the 2013 Summer Sounds Concert Series at Skansie Brothers Park, for a total of five thousand three hundred fifty dollars (\$5,350.00).

For Agenda of: February 11, 2013

Exhibits: Contracts

Concurred by Mayor: CLH 2/6/13
Approved by City Administrator: [Signature] 2/4/13
Approved as to form by City Atty: _____
Approved by Finance Director: [Signature] 2/6/13
Approved by Department Head: [Signature] 2/6/13

Expenditure Required	\$ 5,350	Amount Budgeted	\$ 22,000	Appropriation Required	0
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INFORMATION / BACKGROUND

Attached are seven contracts for the 2013 Summer Sounds at Skansie Concert Series.

25-June	Liz Gregory	\$ 1,100.00
2-July	Big Timber Studios	\$ 400.00
16-July	133 rd Army Band	\$ 00.00
23-July	Wanker Productions	\$ 2,000.00
6-Aug	Everett James	\$ 750.00
13-Aug	Robert Nash	\$ 400.00
20-Aug	Kim Archer	\$ 700.00

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 and publicity. The expense is within the \$22,000 that was anticipated in the adopted 2013 budget, identified under the Parks Operating Fund, Objective No. 4.

BOARD OR COMMITTEE RECOMMENDATION

Recommend that the Council authorize and accept the contracts.

RECOMMENDATION / MOTION

Move to: Authorize the award and execution of seven contracts for the 2013 Summer Sounds Concert Series at Skansie Brothers Park, for a total of five thousand three hundred fifty dollars (\$5,350.00).

LM

**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 Liz Gregory, whose address is 180 Fawn Place, Smithville, TN 37166 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2013 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 25th, 2013, 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 25th, 2013, 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 25th, 2013. 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 eleven hundred dollars and no cents (\$1,100.00), which shall be paid to Liz Gregory on Tuesday, June 25th, 2013, 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 30 day of January, 2013.

THE CITY OF GIG HARBOR

By: Liz Gregory

Liz Gregory
180 Fawn Place
Smithville, TN 37166

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 Tom Lucas DBA Big Timber Studio, whose address is 2272 Big Timber Place, Port Orchard, WA 98366 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2013 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 2nd, 2013, with an expected audience of 400-600 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 July 2nd, 2013, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on July 2nd, 2013. 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 Four Hundred Dollars and no cents (\$400.00), which shall be paid to Tom Lucas DBA Big Timber Studio immediately following the performance. In order to facilitate payment the City requests that the Performer submit invoice to 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.

IV. 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 _____, 2013.

[Handwritten signature] 1/29/13
By: *Rose Guastella* 1/29/13

Tom Lucas DBA Big Timber Studios
2272 Big Timber Place
Port Orchard, WA 98366

ROSE GUASTELLA

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 The 133RD ARMY GUARD BAND, whose address is 133d Army Band, Bldg 34, Camp Murray, Tacoma, WA 98430-5030 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2013 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 16th, 2013, with an expected audience of 300-400 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 16th, 2013, 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 16th, 2013. 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 zero dollars and no cents (\$000.00).

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.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 23 day of January, 2013.

THE CITY OF GIG HARBOR

By: _____

Alton C. Huckaby SSG SFC
THE 133RD ARMY BAND
Bldg 34, Camp Murray
Tacoma, WA 98430-5030
(253) 512-8828

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 2013 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 23rd, 2013, 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 23rd, 2013, 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 23rd, 2013. 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 23rd, 2013. 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 _____, 2013.

THE CITY OF GIG HARBOR

By:  _____

By: _____
Mayor

Mark Nelson
Wanker Productions, Inc.
5114 Point Fosdick Dr NW E 110
Gig Harbor, WA 98335
~~425-351-8273~~

253-267-3096

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 Everett James, whose address is 1218 181st St Ct E., Spanaway, WA 98387 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2013 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 6th, 2013, 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 6th, 2013, 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 6th, 2013. 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 seven hundred fifty dollars and no cents (\$750.00), which shall be paid to Everett James on Tuesday, August 6th, 2013, 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.

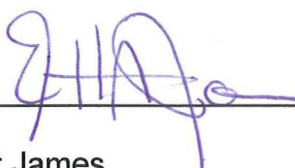
III. General Provisions.

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 18th day of January, 2013.

THE CITY OF GIG HARBOR

By: 

Everett James
1218 181st St Ct E.
Spanaway, WA 98387
360-259-1545

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 Nash, whose address is 12215 Ridgepoint Cir NW, Silverdale, WA 98383 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2013 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 13th, 2013, 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 13th, 2013, 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 13th, 2013. 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 dollars and no cents (\$400.00), which shall be paid to Robert Nash on Tuesday, August 13th, 2013, 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 21ST day of January, 2013.

THE CITY OF GIG HARBOR

By: Robert Nash

Robert Nash
12215 Ridgepoint Cir NW
Silverdale, WA 98383
360-990-7281

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 Kim Archer, whose address is 840 So. State St., Tacoma, WA 98405 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2013 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 20th, 2013, 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 20th, 2013, 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 20th, 2013. 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 seven hundred dollars and no cents (\$700.00), which shall be paid to Kim Archer on Tuesday, August 20th, 2013, 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.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
Tacoma South Sound Sports**

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

RECITALS

WHEREAS, the City is presently engaged in tourism promotion activities and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. Payment.

A. The City shall pay the Consultant an amount based on time and materials, not to exceed five thousand dollars and no cents (\$5,000.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement

B. The total funding provided by the City to Tacoma South Sound Sports under this Agreement shall not exceed Five Thousand Dollars (\$5,000.00) and will be paid quarterly upon receipt of invoice from the Tacoma South Sound Sports. Tacoma South Sound Sports shall expend the funds prior to December 31, 2013. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15)

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

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

4. Duration of Work. The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2013; provided however, that additional time shall be granted by the City for excusable days or extra work.

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

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

7. Indemnification.

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

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

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

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

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

8. Insurance.

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

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

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but

- is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000 per occurrence. All policies and coverages shall be by an 'A' rated company licensed to conduct business in the State of Washington. If such coverage is written on a claims made form, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City of Gig Harbor.

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

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

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

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

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

10. 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.

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

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

13. 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.

14. Resolution of Disputes and Governing Law.

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

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Engineer or 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 prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

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

CONSULTANT:
Tacoma South Sound Sports
ATTN: Tim Waer, CEO & President
1119 Pacific Ave., Ste. 500
Tacoma, WA 98402
(253) 284-3260

City of Gig Harbor
ATTN: Laureen Lund
3510 Grandview Street
Gig Harbor, WA 98335
(253) 853-3554

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 27th
day of January, 2013.

CONSULTANT

CITY OF GIG HARBOR

By: TIM WAER
Its: Executive Director

By: _____
Mayor Charles L. Hunter

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A. Scope of Activities. The City shall provide Five Thousand Dollars (\$5,000.00) in funding to Tacoma South Sound Sports to perform the following activities:

- A. Tacoma South Sound Sports staff will support Gig Harbor in marketing and selling to sports promoters and sporting event organizers as well as sports related tour operators for our city and region. Tacoma South Sound Sports will market and promote Gig Harbor venues, facilities, hotels, attractions, businesses, and the city in general as a destination for amateur sports events, conferences, competitions, tournaments, and tours etc.
- B. Promotion and Marketing – Tacoma South Sound Sports will market Gig Harbor to include Gig Harbor as part of the following aspects of the Tacoma Sports Commission; website, collateral materials, familiarization tours where appropriate. As part of our regional effort to attract visitors and visitor spending through amateur sports, Gig Harbor will be represented and promoted at event marketplaces, conferences, collateral materials, website, as a destination for sports events. Gig Harbor lodging facilities will be marketed and promoted to all events that TSSS attracts throughout the region.
- C. Web Presence – Tacoma South Sound Sports staff will provide Gig Harbor focused information and links from (TSSSC website) and represent Gig Harbor on said website. TSSSC will include all Gig Harbor venues, clubs, schools, hotels, restaurants, and attractions.
- D. Projects- Tacoma South Sound Sports will continue its support for the Gig Harbor Paddlers' Cup and Expo 2013. Additional events will be developed when possible. Tacoma South Sounds Sports will work with the City of Gig Harbor Marketing Department on development new ideas to generate overnight rooms such as sports related tours, Triathlons, and other events.
- E. The Tacoma South Sound Sports will produce an annual report with complete detail of activities for presentation at the Gig Harbor Lodging Tax Advisory Committee.



Subject: Third Reading of Ordinance –
Development Agreements for Downtown
Gig Harbor

Proposed Council Action: Adopt ordinance

Dept. Origin: Planning

Prepared by: Jennifer Kester
Senior Planner

For Agenda of: February 11, 2013

Exhibits: Draft Ordinance with exhibit, Harbor
vision statement

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 dates:
CCH 2/5/13
R 2/5/13
email 2/1/13
N/A
JK 2/4/13

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

INFORMATION / BACKGROUND

Enclosed for your consideration is a proposed text amendment which would allow the use of a development agreement for projects in the "downtown area" to deviate from development standards if the proponent demonstrates consistency with following requirements:

- 1. The project is consistent with the adopted vision for The Harbor; and
2. The project preserves significant historic structures or demonstrates preservation and enhancement of the existing downtown character; and
3. The project will provide public amenities above that required by the existing zoning standards, including but not limited to parks, shoreline access, plazas, pedestrian connections; and
4. The project will result in a superior design solution to what would otherwise be achieved by applying the specific requirements of the Design Manual, GHMC 17.99; and
5. The proposed deviations to zoning development standards are consistent with the public health, safety, convenience and general welfare.

The ordinance has been updated to clarify that variances and other processes for regulation deviations within the shoreline master program, critical area ordinance and building codes are available to applicants using a development agreement. The additional language is highlighted in grey on page 4 of the ordinance.

This proposal is the first text amendment that would implement the recently adopted Harbor Vision. The intent of the amendment is to facilitate development flexibility downtown and enhance the downtown's character through the use of the criteria above.

If this amendment is adopted, proponents of projects requesting a development agreement would use the same process for development agreements in the Planned Community Development land use designations; a process which has been used twice successfully. The application would be reviewed and initiated at the Council level and then the Planning and Building Committee would review the development agreement and provide a recommendation to Council. Council would have the final decision on the development agreement after at least one public hearing. In addition to this process, once project permits are submitted for the project, DRB review would be mandatory and the project would receive a public hearing in front of the Hearing Examiner.

Staff is recommending an effective date of March 25th in order to provide us time to develop application materials and guidance.

ENVIRONMENTAL ANALYSIS

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

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

The draft ordinance was reviewed by the Planning and Building Committee on January 7, 2013.

RECOMMENDATION / MOTION

Move to: Adopt ordinance

ORDINANCE NO. 1256

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO DEVELOPMENT AGREEMENTS, AMENDING SECTION 19.08.020 TO ALLOW THE DEVIATION OF DEVELOPMENT STANDARDS IN THE DEFINED DOWNTOWN AREA THROUGH A DEVELOPMENT AGREEMENT; AMENDING SECTION 19.08.040 OF THE GIG HARBOR MUNICIPAL CODE TO ESTABLISH PROCESSING REQUIREMENTS FOR DEVELOPMENT AGREEMENTS IN THE DOWNTOWN AREA; AMENDING SECTION 19.08.050 OF THE GIG HARBOR MUNICIPAL CODE TO CLARIFY THAT THE TERM OF A DEVELOPMENT AGREEMENT CANNOT EXCEED TWENTY YEARS; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

WHEREAS, Goal 2.2.4a of the Comprehensive Plan states that the City should “utilize special or extra land use planning techniques such as district overlays or design review guidelines to protect or enhance historical or cultural identities. Special districts may be established for a mixed-use waterfront, a pedestrian- oriented downtown district, a special old-town business district or an historical residential neighborhood in the Millville Area;” and

WHEREAS the City of Gig Harbor desires to allow for the deviation of development standards in the downtown area as defined in Section 1 of this ordinance and mapped on Exhibit A to this ordinance in order to protect and enhance the City’s downtown historical and cultural identity; and

WHEREAS the City of Gig Harbor desires to provide a more streamlined process for the review of development agreements in the downtown area in order to facilitate development flexibility; and

WHEREAS, on December 10, 2012, the City Council passed Resolution 920 adopting a vision statement for The Harbor; and

WHEREAS, The Harbor Vision statement was developed after interviews with over 80 people and two town hall meetings with over 180 people in attendance; and

WHEREAS, the downtown area as defined in Section 1 and shown in Exhibit A to this ordinance was developed based on mapping and comments received during the interviews and town hall meetings held to develop the Harbor Vision; and

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

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

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

WHEREAS, the proposed development regulations amendments were forwarded to the Washington State Department of Commerce on November 7, 2012, pursuant to RCW 36.70A.106, and was granted expedited review on December 12, 2012; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on January 14, 2013; and

WHEREAS, on January 28, 2013, the City Council held a second reading during a regular City Council meeting; and

WHEREAS, on February 11, 2013, the City Council held a third reading during a regular City Council meeting; Now, therefore,

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

Section 1. Section 19.08.020 of the Gig Harbor Municipal Code shall be amended to read as follows.

19.08.020 General provisions of development agreements.

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

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

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

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

3. Projects subject to a development agreement are required to obtain approval for all applicable project permits unless otherwise expressly provided for in the approved development agreement.

C. Deviations from Development Standards. Deviations from development standards in addition to those allowed in section B above shall only be allowed as described below.

1. A development agreement related to property in a planned community development land use designation (PCD) may allow further deviations from development standards imposed under the Gig Harbor Municipal Code for the following reasons:

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

2. A development agreement related to property within the downtown area may allow deviations from development standards imposed under the Gig Harbor Municipal Code as provided for in the subsections below.

a. The proponent shall demonstrate consistency with the following requirements:

i. The project is consistent with the adopted vision for The Harbor; and

ii. The project preserves significant historic structures or demonstrates preservation and enhancement of the existing downtown character; and

iii. The project will provide public amenities above that required by the existing zoning standards, including but not limited to parks, shoreline access, plazas, and/or pedestrian connections; and

iv. The project will result in a superior design solution to what would otherwise be achieved by applying the specific requirements of the Design Manual, GHMC 17.99; and

v. The proposed deviations to zoning development standards are consistent with the public health, safety, convenience and general welfare.

b. All land use permits for projects developed utilizing this subsection shall be processed as a Type III permit or higher numbered permit type if applicable. The design review application for a project utilizing this subsection shall be reviewed by the City's Design Review Board for consistency with the general requirements of Chapter 17.99, the Design Manual. The Design Review Board's recommendation on the project shall be forwarded to Hearing Examiner for consideration as part of the underlying project permit.

c. The downtown area is defined as the properties within:

i. The Downtown Business District (DB); and

ii. The Waterfront Commercial (WC) district adjacent to the DB district, and

iii. The Residential and Business District (RB-1) at the intersection of Soundview Drive and Harborview Drive; and

iv. Pierce County Assessor Treasurer Tax Parcel Number 0221081108.

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

4. In no case shall a development agreement authorize deviations from the following development standards. Variance and deviation processes contained within the following specified codes may be applied for during project permitting after the approval of a development agreement.

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

4b. A development agreement cannot authorize deviations from requirements of GHMC Title 18, Environment.

c. A development agreement cannot authorize deviations from the requirements of the Gig Harbor Shoreline Master Program.

5. Any approved development standards that differ from those in the code shall not require any further rezone, variance from city standards or other city approval apart from development agreement approval. The development standards as approved through a development agreement shall apply to and govern the development and implementation of each

~~covered property in lieu of any conflicting or different standards or requirements elsewhere in the Gig Harbor Municipal Code.~~

~~6. Subsequently adopted standards which differ from those of a development agreement adopted by the city shall apply to the covered property only where necessary to address imminent public health and safety hazards or where the development agreement specifies a time period or phase after which certain identified standards can be modified.~~

CD. Contents of a development agreement. As applicable, the development agreement shall specify the following:

1. Project components which define and detail the permitted uses, residential densities, nonresidential densities and intensities or building sizes;
2. The amount and payment of impact fees imposed or agreed to in accordance with any applicable provisions of state law, any reimbursement provisions, other financial contributions by the property owner, inspection fees, or dedications;
3. Mitigation measures, development conditions and other requirements of Chapter 43.21C RCW;
4. Design standards such as architectural treatment, maximum heights, setbacks, landscaping, drainage and water quality requirements and other development features;
5. Provisions for affordable housing, if applicable;
6. Parks and common open space preservation;
7. Phasing;
8. A build-out or vesting period for applicable standards; and
9. Any other appropriate development requirement or procedure which is based upon a city policy, rule, regulation or standard.

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

Section 2. Section 19.08.040 of the Gig Harbor Municipal Code shall be amended to read as follows.

19.08.040 Processing procedure for development agreements.

A. Legislative Actions. A development agreement associated with a legislative action such as a comprehensive plan amendment or area-wide rezone shall be processed in accordance with the procedures established in this title and subsection, except as provided for in subsection C of this section. The planning commission shall make its recommendation on any development agreement relating to legislative action to the city council. A public hearing shall be held on the development agreement and if approved, the council shall authorize the mayor, in a resolution or ordinance, to execute the development agreement on behalf of the city.

B. Project Permits. A development agreement associated with a project permit application shall be processed in accordance with the

procedures established in this title and subsection, except as provided for in subsection C of this section.

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

2. If the final decision on the underlying project permit application is made by the city administrative staff, then the city staff shall consider both the project permit application and the proposed development agreement together. The city staff shall make a recommendation to the council on the development agreement, and the city staff's decision on the underlying project permit application shall be held in abeyance until the city council considers the proposed development agreement in a public hearing. If the city council approves the development agreement, the council shall, by resolution or ordinance, authorize the mayor to execute the development agreement on behalf of the city. At this point, the city staff may then issue its final decision on the underlying project permit application. Nothing in this section obligates city staff to forward a recommendation to the city council for further consideration if city staff denies the underlying project permit application.

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

C. PCD and Downtown. A development agreement associated with property in a planned community development (PCD) land use designation or downtown area as defined by GHMC 19.08.020(C)(2)(c) shall be processed in accordance with the procedures established in this title and subsection. The council shall consider the proposed development agreement at a regular council meeting and decide if the agreement should be processed further. If a majority of the whole council approves

further review of the development agreement, the agreement shall be reviewed as follows:

1. If the development agreement is associated with a legislative action, the planning commission shall make a recommendation to the council on the development agreement. The council shall hold a public hearing on the development agreement and if approved, the council shall authorize the mayor, in a resolution or ordinance, to execute the development agreement on behalf of the city.

2. If the development agreement is associated with a project permit application or not associated with any underlying action, the planning and building committee of the council shall make a recommendation to the council on the development agreement. The council shall hold a public hearing on the development agreement and if approved, the council shall authorize the mayor, in a resolution or ordinance, to execute the development agreement on behalf of the city.

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

1. Not less than 10 days prior to the public hearing date, a notice of the public hearing shall be sent to property owners within 300 feet of the property subject to the development agreement and to others who have submitted comments and/or requested notice.

2. Notice of the public hearing shall be posted on the property subject to the development agreement not less than 10 days prior to the hearing date. Notice shall be posted in the manner required by GHMC 19.03.001(A).

3. Notice of the public meeting shall be published in the city's official newspaper not less than 10 days prior to the meeting date.

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

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

Section 3. Section 19.08.050 of the Gig Harbor Municipal Code shall be amended to read as follows:

19.08.050 No deadline for final decision, form of agreement, term, recordation.

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

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

C. Term.

1. Development agreements may be approved for a maximum period of 20 years.

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

3. Extensions. If extensions are authorized in a development agreement, an applicant must request the extension at least 60 days prior to expiration. For development agreements associated with project permit applications, the planning director may grant an extension for up to five years if the applicant can satisfactorily show that, for a residential project, at least 50 percent of the residential units are constructed, or for nonresidential and mixed use projects, at least 50 percent of the gross floor area is constructed. All other requests for extensions shall be reviewed by the city council, unless another process is expressly provided for in the development agreement. In no case shall an extension be granted which would allow a development agreement to exceed 20 years.

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

Section 4. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be unconstitutional or invalid by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or unconstitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 5. Effective Date. This Ordinance shall take effect and be in full force on March 25, 2013.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this 11th day of February, 2013.

CITY OF GIG HARBOR

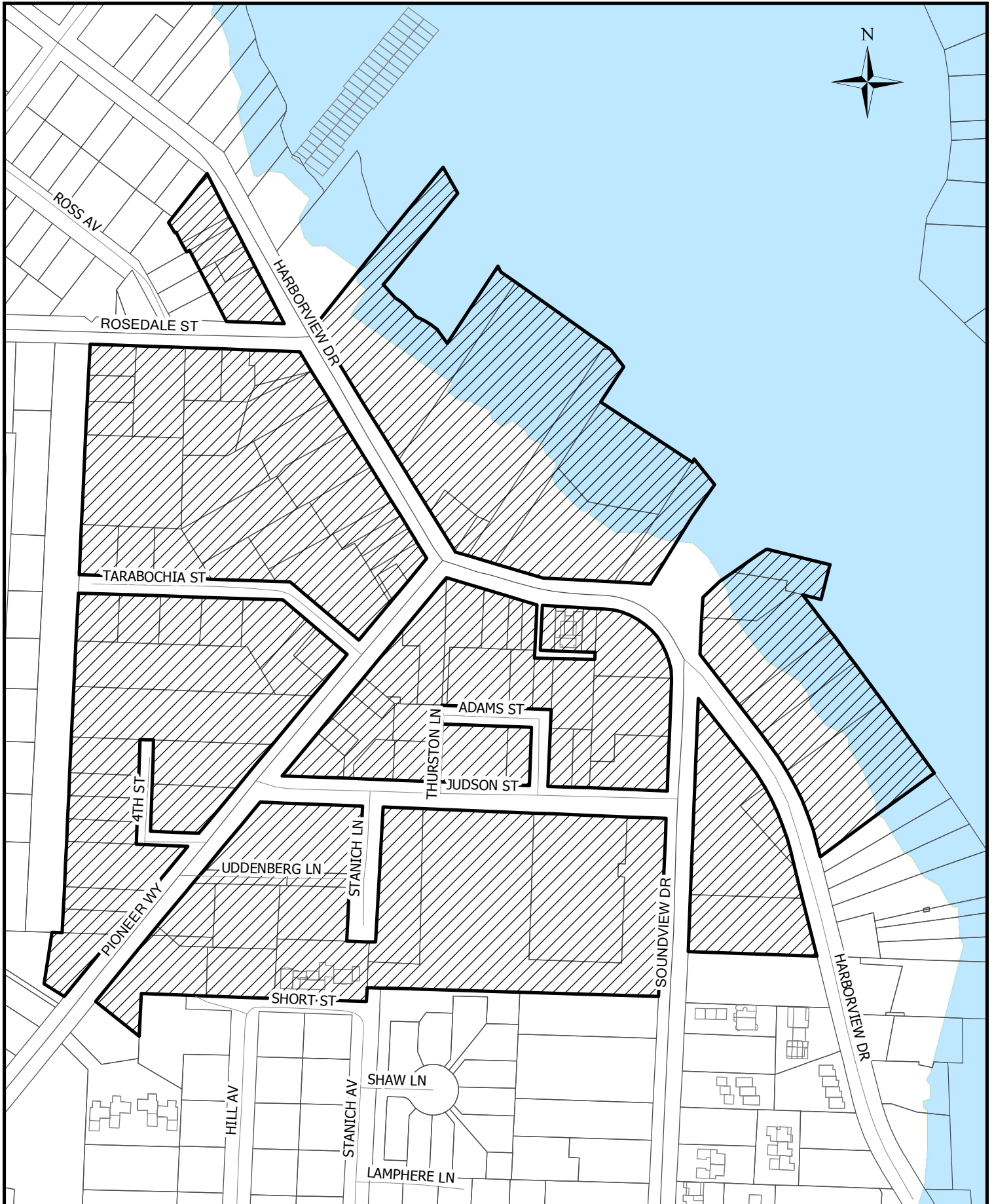
Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

FILED WITH THE CITY CLERK: 01/09/13
PASSED BY THE CITY COUNCIL: 02/11/13
PUBLISHED: 02/20/13
EFFECTIVE DATE: 3/25/13
ORDINANCE NO: 1256



The Harbor

Shaped by our maritime heritage, the Harbor is a reflection of our past and the foundation for our future. The Harbor is:

- *A vibrant place where residents, visitors and boaters enjoy a walkable waterfront, picturesque views and the natural environment.*
- *A place that celebrates and perpetuates the character and traditions of a working waterfront and preserves historic neighborhoods.*
- *A place that supports and values local retail shops and services.*
- *A place that provides services for recreational and commercial boating.*

The Harbor is a place where people live, work, play, shop and explore.





Business of the City Council
City of Gig Harbor, WA

Subject: FIRST READING- The attached Ordinance adopts by reference new state statutes relating to the limited legalization of marijuana. The attached Ordinance also updates references currently in GHMC 9.14.010 for consistency with state law.

Proposed Council Action: Adopt the attached ordinance on second reading.

Dept. Origin: Police Department

Prepared by: Chief Mike Davis *MD #1*

For Agenda of: February 11, 2013

Exhibits:

Initial & Date

Concurred by Mayor: *CH 2/4/13*
Approved by City Administrator: *R- 2/4/13*
Approved as to form by City Atty: *Via Email*
Approved by Finance Director: *DF 1/13*
Approved by Department Head: *MD 2/1/13*

Expenditure	Amount	Appropriation
Required 0	Required 0	

INFORMATION / BACKGROUND

On November 6, 2012, Washington State voters approved Initiative 502, which provided for the limited legalization of marijuana under state law. In order to charge cases under the new law the city is required to adopt by reference the new laws codified in part in chapter 69.50 RCW. The attached ordinance will also update several references currently in GHMC 9.14.010 for consistency with state law.

FISCAL CONSIDERATION

None

RECOMMENDATION / MOTION

Move to: Adopt the attached Ordinance on second reading

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO CONTROLLED SUBSTANCES; AMENDING SECTION 9.14 OF THE GIG HARBOR MUNICIPAL CODE TO INCORPORATE PROVISIONS OF STATE LAW REGARDING MARIJUANA AND TO UPDATE STATUTORY REFERENCES; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council adopted provisions from state law relating to controlled substances in chapter 9.14 of the Gig Harbor Municipal Code; and

WHEREAS, on November 6, 2012, Washington state voters approved Initiative 502 relating to limited legalization of marijuana under state law, codified in part in chapter 69.50 RCW; and

WHEREAS, the City Council desires to incorporate certain provisions of the new state law relating to marijuana into the Gig Harbor Municipal Code; and

WHEREAS, the City Council further desires to update references currently in GHMC 9.14.010 for consistency with state law; Now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Section 9.14.010 - Amended. Section 9.14.010 of the Gig Harbor Municipal Code is amended as follows:

9.14.010 State statutes adopted by reference.

The following state statutes are adopted by reference:

RCW

69.41.010 Definitions.

69.41.020 Prohibited acts – Information not privileged communication.

69.41.030 Sale, delivery, or possession of legend drug without prescription or order prohibited – Exceptions.

69.41.050 Labeling requirements.

69.41.060 Search and seizure.

69.41.062 Search and seizure at rental premises – Notification of landlord.

69.41.065 Violation – Juvenile driving privileges.

~~69.41.070 Penalties.~~

69.50.101 Definitions.

69.50.102 Drug paraphernalia – Definitions.

69.50.204 (c)(14)(22) Schedule I – Marijuana.

69.50.309 Containers.

~~69.50.401(e) Prohibited Acts: A – Penalties.~~

69.50.4013 Possession of controlled substance – Penalty – Possession of usable marijuana or marijuana-infused products.

69.50.4014 Possession of 40 grams or less of marijuana – Penalty.

69.50.408 Second or subsequent offenses.

69.50.412 Prohibited Acts: E – Penalties.

69.50.4121 Drug paraphernalia – Selling or giving – Penalty.

69.50.420 Violations – Juvenile driving privileges.

69.50.425 Misdemeanor violations – Minimum imprisonment penalties.

69.50.445 Opening or consuming package containing marijuana, usable marijuana, or marijuana-infused product in view of general public – Penalty.

69.50.505 Seizure and forfeiture.

69.50.506 Burden of proof; liabilities.

Section 2. 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 3. Effective Date. This ordinance shall take effect and be in full force and effect five 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 _____, 2013.

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 and City Council

From: Parks Commission

Date: February 11, 2013

RE: Naming of the Recently Purchased Ancich Property

At the December Parks Commission meeting, Lita Dawn Stanton presented an overview of the history of the recently purchased waterfront property, located within the view basin and an area traditionally known as the working waterfront. The information that she provided came from several sources including, The Harbor History Museum, historian Shelly Leavens, and two oral histories by George Ancich and Frank Ivanovich. The property has been commonly known as the Ancich property for almost 100 years. The Ancich family was a member of the fishing community and the netshed still located on the property is of historical significance.

During the same meeting the Parks Commission solicited public comment, regarding the naming of the property as outlined by City policy. Most comments received at the meeting and via the web (Gateline) reflected the desire to have the Ancich Family name honored by naming the property after them. Since the Jerkovich family owns the adjoining parcel that was also purchased, they would like to see a mention of that, perhaps in the form of an historical marker.

The City of Gig Harbor is typically referred to as an historic fishing village and it has been established in public visioning forums, that the community places a very high value on preserving the physical, aesthetic, and social components which comprise the fishing industry, it's heritage and its fleet. In addition, the City's Municipal Code, Comprehensive Plan, and the Shoreline Master Program all reflect that preservation of the fishing heritage, culture and character is a primary consideration. Fishing was an important component in the development of the Harbor and is still a viable part of our community today.

Since there is a long history of ownership by the Ancich family, and a demonstrated desire by the community and the City to preserve the fishing heritage, the Parks Commission voted to honor the Ancich family and further preserve the rich cultural background of the area by naming the property **Ancich Waterfront Park**.

For these reasons, The Parks Commission respectfully recommends that Council adopt the name **Ancich Waterfront Park** for this newly acquired property.

Subject: Jerisich Dock Temporary Float Permitting - Consultants Services Contract

Proposed Council Action: Approve and authorize the Mayor to execute a contract with Grette Associates for environmental work for the Jerisich Park Temporary Dock Project in an amount not to exceed \$2,190.00.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm, P.E.
Public Works Director *AL*

For Agenda of: February 11, 2013

Exhibits: Consultant Services Contract w/Scope & Fee

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 2-5-13

IR 2-5-13

Via email 1-31-13

[Signature] 1/13

AL 2/1/13

Expenditure Required	\$2,190	Amount Budgeted	\$0	Appropriation Required	*See Fiscal Below
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INFORMATION / BACKGROUND

Every June, the City hosts the Maritime Gig/Blessing of the Fleet event which draws extra boating traffic to the area. In order to increase transient moorage capacity at Skansie Park/Jerisich Dock, the City has provided temporary floats off the existing dock for the weekend event.

In 2008, the City was able to obtain a 5-year HPA from WDFW, SEPA Exemption from the City's planning department, permanent Letter of Permission from the US Army Corps of Engineers and the Department of Natural Resources issued a 5-year Right-of-Entry for this project.

Due to the expiration of the WDFW HPA on January 29, 2013, these permits need to be renewed in order to bring the temporary floats in for the 2013 event and future dates. This requires re-applying for a new HPA with WDFW and providing a new SEPA Exemption and Site Plan Review by the City. The City's Planning Dept has requested a Habitat Assessment/Management Plan per Sec. 18.08.186 of Gig Harbor Municipal Code to address potential impacts to critical areas associated with the project. This Plan will address all development activity associated with the temporary float and will address the FEMA requirements detailed in 18.08.186.C. This Task includes time for coordination with WDFW regarding their comments on the Plan.

FISCAL CONSIDERATION

Sufficient funds are available in the Parks Operating Professional Services fund to cover this expense.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve and authorize the Mayor to execute a contract with Grette Associates for environmental work for the Jerisich Park Temporary Dock Project in an amount not to exceed \$2,190.00.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
GRETTE ASSOCIATES LLC**

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

RECITALS

WHEREAS, the City is presently engaged in Jerisich Dock Temporary Float Project and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Two Thousand One Hundred Dollars and Zero Cents (\$2,190.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit A – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

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

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

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

4. Duration of Work. The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by May 31, 2013; provided however, that additional time shall be granted by the City for excusable days or extra work.

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

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

7. Indemnification.

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

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

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

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

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

8. Insurance.

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

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

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000 per occurrence. All policies and coverages shall be by an 'A' rated company licensed to conduct business in the State of Washington. If

such coverage is written on a claims made form, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City of Gig Harbor.

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

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

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

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

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

10. 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.

11. Records. The Consultant shall keep all records related to this Agreement for a period of three years following completion of the work for which the Consultant is

retained. The Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Consultant, but the Consultant may charge the City for copies requested for any other purpose.

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

13. 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.

14. Resolution of Disputes and Governing Law.

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

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Engineer or 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 prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

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

CONSULTANT:

Grette Associates LLC
Attn: Cassandra Moore, M.E.S.
Biologist/Planner
2102 N 30th, Ste A
Tacoma, WA 98403
(253) 573-9300

City of Gig Harbor
Attn: Jeff Langhelm
Public Works Director
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

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

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

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor Charles L. Hunter

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A



To: Peter Katich
 City of Gig Harbor
 3510 Grandview Street
 Gig Harbor, WA 98335

Date: January 24, 2013
Project #: 250.018

Phone: (253) 853-7616
Fax: (253) 858-6408
E-Mail: KatichP@cityofgigharbor.net

Project Name: Jerisich Dock
 Temporary Float

Project Manager: Cassandra Moore
Client File No.:

SENT VIA:

- Mail
 Fax

- Hand Delivered
 Email

DESCRIPTION OF WORK:

Task 100 – Habitat Assessment/Management Plan

Grette Associates staff will prepare a Habitat Assessment/Management Plan per Gig Harbor Municipal Code (GHMC) 18.08.186 to address potential impacts to critical areas associated with the project. The Habitat Assessment/Management Plan will address all development activity associated with the temporary float and will address the FEMA requirements detailed in Ordinance #'s 1248 of GHMC 18.08.186.C. This task allows for review of existing project materials as provided by the City such as the completed Environmental Checklist, drafting of the Habitat Assessment and Management Plan, and assumes a maximum of two rounds of edits by City Staff. It is anticipated that completion of Task 100 will not take longer than 1 week from the time the contract is executed.

Staff	Rate	Units	Total
Biologist 5	\$120.00	1	\$120.00
Biologist 3	\$100.00	12	\$1,200.00
Administrative	\$70.00	1	\$70.00
Total Task 100			\$1,390.00

Task 200 – Response to Agency Questions/Comments

This Task includes time for coordination with City staff and WDFW regarding their comments on the Habitat Assessment/Management Plan after completion of the document identified in Task 100.

Staff	Rate	Units	Total
Biologist 3	\$100.00	8	\$800.00
Total Task 100			\$800.00

TIME AND EXPENSE

Estimated Contract Amount: Not to exceed \$2,190.00



To: Peter Katich
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Date: January 24, 2013
Project #: 250.018

Project Name: Jerisich Dock
Temporary Float

Phone: (253) 853-7616
Fax: (253) 858-6408
E-Mail: KatichP@cityofgigharbor.net

Project Manager: Cassandra Moore
Client File No.:

SENT VIA:

- Mail Hand Delivered
 Fax Email

DESCRIPTION OF WORK:

Task 100 – Habitat Assessment/Management Plan

Grette Associates staff will prepare a Habitat Assessment/Management Plan per Gig Harbor Municipal Code (GHMC) 18.08.186 to address potential impacts to critical areas associated with the project. The Habitat Assessment/Management Plan will address all development activity associated with the temporary float and will address the FEMA requirements detailed in Ordinance #'s 1248 of GHMC 18.08.186.C. This task allows for review of existing project materials as provided by the City such as the completed Environmental Checklist, drafting of the Habitat Assessment and Management Plan, and assumes a maximum of two rounds of edits by City Staff. It is anticipated that completion of Task 100 will not take longer than 1 week from the time the contract is executed.

Staff	Rate	Units	Total
Biologist 5	\$120.00	1	\$120.00
Biologist 3	\$100.00	12	\$1,200.00
Administrative	\$70.00	1	\$70.00
Total Task 100			\$1,390.00

Task 200 – Response to Agency Questions/Comments

This Task includes time for coordination with City staff and WDFW regarding their comments on the Habitat Assessment/Management Plan after completion of the document identified in Task 100.

Staff	Rate	Units	Total
Biologist 3	\$100.00	8	\$800.00
Total Task 100			\$800.00

TIME AND EXPENSE Estimated Contract Amount: Not to exceed \$2,190.00