

Gig Harbor City Council Meeting

**April 28, 2014
5:30 p.m.**



AMENDED
AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, April 28, 2014 – 5:30 p.m.

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes Apr. 14, 2014.
2. Liquor License Action: a) Lele's – Change in Corporation; b) Application in lieu of current privilege: Shell Food Mart/Gig Harbor Mini Mart.
3. Receive and File: a) Pierce Transit Proposed Bylaws Amendment; b) Operations Committee Minutes Apr. 16, 2014; c) Quarterly Finance Report; d) Minutes of Salary Commission – Apr. 22, 2014.
4. Re-appointment to Gig Harbor Arts Commission.
5. Second Reading of Ordinance 1291 – Amending GHMC Ch. 2.51 Changing the Name of the Public Works and Public Projects Committee to Public Works Committee.
6. Second Reading of Ordinance No. 1292 – Amending Section 9.26.040 GHMC to Incorporate Provisions of State Law Regarding Cyberstalking.
7. Web Design Updates – Sitecrafting.
8. WWTP On-Call Engineering Services – Consultant Services Contract.
9. DNR Aquatic Lands Right of Entry Agreement – Jerisich/Skansie Park Temporary Floats.
10. Resolution No. 958 – Surplus Equipment I.T.
11. Postage Meter Lease Agreement.
12. 2014 Pavement Maintenance & Repair Consultant Services Contract.
13. Approval of Payment of Bills Apr. 28 2014: Checks #75268 through #75357 in the amount of \$445,909.49.

PRESENTATIONS:

1. COPS Volunteer Recognition.
2. Gig Harbor Kayak and Canoe Racing Team – Alan Anderson.
3. Forterra Presentation – Jordan Rash.

OLD BUSINESS:

1. Second Public Hearing and Resolution No. 963 - Harbor Hill Development Agreement Amendment No. 2.

NEW BUSINESS: None scheduled.

1. Resolution No. 959 – Apply for RCO Grant for Maritime Pier Fuel Dock.
2. Resolutions No. 960, 961, and 962 – Applications for RCO Grants for Ancich Waterfront Park.

STAFF REPORT:

1. City Administrator Denny Richards.
2. Planning Director Jennifer Kester – Gig Harbor 2030 Open House update.

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Law Day Awards Ceremony – Wed. Apr. 30th 6-7 p.m.
2. Planning / Building Committee: Mon. May 5th at 5:30 p.m.
3. Intergovernmental Affairs Committee: Mon. May 12th at 4:00 p.m.
4. Public Works Committee: Thu. May 15th at 3:00 p.m.
5. Gig Harbor 2030 Open House – Thu. May 15th 5:00 p.m. – 7:00 p.m.
6. Joint City Council / Parks Commission Worksession Mon. May 19th at 5:30 p.m.
7. Civic Center Closed for Memorial Day: Mon. May 26
8. Council / Staff Pre-Budget Retreat: Tue. May 27th at 3:00 p.m.
9. City Council Meeting on Tuesday, May 27th at 5:30 p.m.
10. Please see city website for other meetings.

EXECUTIVE SESSION: For the purpose of discussing property acquisition per RCW 42.30.110(1)(b).

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – April 14, 2014

PRESENT: Councilmembers Malich, Arbenz, Ekberg, Perrow, Payne, Kadzik and Mayor Guernsey.

Mayor Guernsey announced that Councilmember Lovrovich is participating in the meeting by telephone.

CALL TO ORDER: 5:30 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes Mar. 24, 2014.
2. Correspondence / Proclamations: a) Parks Appreciation Day; b) Volunteer Vern Parks Appreciation Day.
3. Liquor License Action: a) Change of LLC: Gourmet Burger Shop; b) Cigar Land Discontinued;
4. Receive and File: a) Minutes of Operations Committee March 20, 2014, b) Minutes of Intergovernmental Affairs Committee Minutes March 24, 2014; c) Finance Committee Minutes March 17, 2014; d) Parks Commission Minutes March 5, 2014; e) Council Worksession Minutes March 24, 2014; f) Lodging Tax Advisory Committee Minutes Apr. 3, 2014; g) Well City Award Announcement.
5. Second Reading of Ordinance No. 1288 – Reducing Number of Members on the Gig Harbor Arts Commission.
6. Rosedale Roadway Improvements – Public Works Closeout Contract Change Order.
7. Resolution No. 957 – Skansie Netshed Surplus Furnishings and Articles.
8. Lift Station 4A – Appraisal Services Contract.
9. Eddon Boat Heritage Grant Contract with the State of Washington.
10. Eddon Boat Park Residence – Consultant Services Contract.
11. Ancich Waterfront Park Habitat Assessment – Consultant Services Contract.
12. Approval of Payment of Bills Apr 14, 2014: Checks #75092 through #75260 in the amount of \$974,606.69.
13. Approval of Payroll for the month of March: Checks #7242 through #7256 and direct deposits in the amount of \$358,359.09.

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

PRESENTATIONS:

1. Parks Appreciation Day Proclamation. Parks Commissioner Sara McDaniel was presented with the signed proclamation in recognition of the event.
2. Volunteer Vern Parks Appreciation Day Proclamation. Mayor Guernsey asked Betty and Mark Young to come forward and accept the proclamation in recognition of

their husband and father, Vernon Young. Mr. Young said thank you, and added that his father wouldn't have been able to perform all his volunteer work without the support of so many others.

OLD BUSINESS:

1. Second Reading of Ordinance No. 1289 – Budget Amendment to add Economic Development Manager Position. Mayor Guernsey explained that there was a correction to the agenda bill and ordinance in terms of the proposed amount of \$110,000, reducing the amount to \$70,686.00. She said that a motion will be made by Councilmember Lovrovich to make the correction. She then read a prepared statement regarding the need for this position, and the melding of this and the City Administrator position in 2015.

MOTION: Move to approve the Economic Development position, with a budget amendment of \$70,686.00.
Lovrovich / Kadzik -

Councilmembers asked for clarification on the salary range. Mayor Guernsey explained that the starting monthly salary will be \$6,310, plus benefits.

Councilmember Ekberg commented that it would have been helpful to understand this as a transitional position since the Mayor has decided not to renew Mr. Richards' employment contract as is her prerogative, and because the City Administrator position will now have economic development duties. In light of this direction, it could be beneficial to have someone who has been on staff ready to take over.

Councilmember Kadzik agreed, and then stated that he couldn't be happier with the performance of the current City Administrator. He said that the Mayor has the prerogative to choose; it is part of doing business as a city. With that in mind, this particular way does work to keep the city running smoothly through the transition at the end of the year rather than starting with someone new.

Councilmember Perrow said that when Mr. Richards arrived he had one day with Rob Karlinsey to transition and a lot was lost in the process. He said that there is a great deal of benefit to have the overlap. Seven months may not be necessary for the City Administrator function, but with the economic development issues, we will see the benefit.

Councilmember Payne stressed the need for clear performance measures for what will be achieved in an economic development standpoint during these next six months. He added that emphasis on economic development has been needed since the downturn, and as a bedroom community for Tacoma and Seattle our economy is retail, which is a recipe for disaster. We need to have an economy with good paying, solid, family-wage jobs, and he expects this position will work with the Tacoma Pierce County Economic Council and others to emphasize Gig Harbor. He said he looks forward to seeing how we measure that as well as the combined duties in 2015.

RESTATED MOTION: Move to approve the Economic Development position, with a budget amendment of \$70,686.00.

Lovrovich / Kadzik – six voted in favor. Councilmember Malich voted no.

NEW BUSINESS:

1. First Reading of Ordinance – Changing the Name of the Operations & Public Projects Committee to Public Works Committee. Public Works Director Jeff Langhelm presented a brief history of the Operations and Public Projects Committee. He explained that the Public Works Department was re-established in 2008 and so to better reflect the policies and matters discussed by this committee, they are requesting the name be changed to Public Works Committee. This will come back for a second reading on the Consent Agenda.

2. First Reading of Ordinance – Incorporate Provisions of State Law Regarding Cyberstalking. On behalf of the City Prosecutor, Court Administrator Stacy Colberg presented this ordinance that will incorporate additional provisions of state law relating to cyberstalking due to an increase in the use of the internet, e-mail, and other electronic forms of communication with malicious or threatening behaviors. She answered Council questions. This will return on the Consent Agenda for second reading.

3. Well No. 4 Rehabilitation Project – Small Public Works and Consultant Services Contract Award. Public Works Director Jeff Langhelm introduced two contracts that will help repair Well No. 4; shut down since July 2013 due to sand infiltration in the pump. One contract will provide for an investigation into why the infiltration occurred, clearing the well of debris, rehabilitation of the well based upon the findings, and a final video inspection of the repair. When this is completed, there will be a new pump and assembly installed. This project was not budgeted for 2014, but there are sufficient funds in the water operating department to complete the repairs, he said. He answered Council questions.

MOTION: Move to 1) authorize the Mayor to execute a Small Public Works Contract with Holt Services, Inc., in an amount not to exceed \$53,653.25 for the award of the Well No. 4 Rehabilitation Project and authorize the Public Works Director to approve additional expenditures up to \$2,000 to cover any cost increases that may result from contract change orders; and 2) authorize the Mayor to execute a Consultant Services Contract with Robinson Noble for construction assistance related to the Well No. 4 Rehabilitation Project in an amount not to exceed \$6,300.

Malich / Payne – unanimously approved.

4. First Reading and Adoption of Ordinance – Six-month Moratorium on Marijuana Related Uses. Senior Planner Lindsey Sehmel explained that this ordinance established an immediate six-month moratorium on acceptance of all business licenses and applications for marijuana related uses. This ordinance also establishes a public

hearing on June 9th. She said that this there is a need for clarification of non-traditional school sites, and staff has been in discussions with the Office of the Superintendent of Public Instruction and the Washington State Liquor Control Board regarding the gray area of what is considered a non-traditional school in relation to the development of the recreational retail market for marijuana. The Liquor Control Board will hold the lottery for licenses next week and so the moratorium will allow staff to address amendments to 17.63 and buffering for non-traditional school sites. The ordinance outlines a work program to have the amendments back before council mid-summer, she continued to explain, and offered to answer questions.

MOTION: Move to approve an emergency moratorium on marijuana-related uses.

Payne / Perrow –

Councilmember Payne asked about what would happen if the city isn't satisfied with the state process, and if there is a possibility of extending this to a one-year moratorium. City Attorney Summerfield explained that Council has the ability to adopt a six-month or a one-year moratorium as long as you have a work plan in place that outlines the progressive steps the city will take towards adoption of permanent regulations. Because this has been a moving target and difficult to keep up with, if something happens within the next six months that necessitates the need for additional time to work on permanent regulations, the city can adopt an extension in six-month increments as long as you have a work plan in place.

Councilmember Perrow said that he and Councilmember Payne have been working in this, and when they discovered that all schools would not be included in the 1000 foot buffering provisions clearly stated in 8.6 of Initiative 502, they were quite concerned. He looked into this further and discovered that both Tacoma and University Place Transition School programs are protected with 1000 foot buffers, but Gig Harbor's is not. He said that the city isn't taking this lightly because the citizens voted in favor of the initiative, but one of the tenants is the protection of children and other sensitive areas; the map put out by the liquor control board doesn't have all schools listed. This "time-out" seems prudent in order to figure out what's going on. In addition, now that Pierce County is prohibiting retail marijuana facilities, Gig Harbor has gone from 1 store to possibly 12. Even with the 25 foot separation we could become the "island of marijuana sales." Things are moving fast and we can't get a straight answer from the state, he said.

Councilmember Arbenz asked when the city would accept public comment. Ms. Sehmel explained that emergency moratoriums require a public hearing be scheduled within 60 days. This public hearing is being set for the June 9th regular council meeting.

Councilmember Ekberg commented that he doesn't like emergency moratoriums, however in this case the research by Councilmembers Payne and Perrow shows that the state really doesn't have their act together. The fact that we will be having public testimony on this in an expedited timeframe, and because it's only for six months, he said he can support this motion.

Councilmember Payne said he personally voted against Initiative 502, however he voted to move forward with the sale of recreational marijuana in the city because it was the will of the people. In the ensuing months there have been court opinions that established collective gardens as an illegal use, there has been a debacle with the school district and Office of Superintendent of Public Instruction with the identification of schools, and the legislature voted not to share the revenues. The revenue sharing, he said, is quite irritating to him because of the potential for activities related to retail sales. He apologized to prospective business owners, explaining that some of these issues were raised to him in the past several weeks and he assumed that the state was clearly defining schools. With the pending City of Kent case regarding collective gardens, the questions about revenue sharing, and other concerns the state is just not quite ready, he feels it best that a freeze be put on for at least a six-month period to see if the state can get their act together.

Councilmember Arbenz said that the appearance of this being sort of “wish-washy” is problematic for him. We passed allowances for folks to invest in these dispensaries and steps have been taken, so this might feel like we are going in another unpredictable direction. He said it’s unfortunate that the state hasn’t given clear guidelines on this issue. A lot of people in Gig Harbor are concerned about this turning into a marijuana dispensary island in Pierce County and so he thinks we need to be consistent. Right now, the best move is to adopt the moratorium for the short term.

RESTATED MOTION: Move to approve an emergency moratorium on marijuana-related uses.

Payne / Perrow – unanimously approved.

STAFF REPORT:

City Administrator Denny Richards said he wanted to mention that the Washington Municipal Clerk’s Association President’s Award of Distinction had been awarded to Molly Towslee. He also announced that as a result of the hard work of Mary Ann McCool and Shawna Wise, Gig Harbor received the Association of Washington Cities designation of a “Well City” which will result in a 2% (\$36,000) savings in the city’s health insurance premiums.

PUBLIC COMMENT:

Dave Morris – 2809 Harborview Drive. Mr. Morris, a retail space owner in the harbor, said he has been following the marijuana issue and has talked to folks who have invested money and capital in this. As a small business owner he is an advocate for small businesses and was taken by surprise by the moratorium. He knows there have been inquiries regarding retail space around town based on the state and city criteria. Folks have taken some risk and spent money relying on that and so if the whole issue has to do with location and distance from what could be a school, he urged council to exclude other potential areas that do not meet that criteria from the moratorium.

Tedd Weatherby – 12517 101st Avenue Court NW. Mr. Weatherby said it's a week away from the lottery for retail licenses and he signed a lease a month ago and has spent tens of thousands of dollars on this. He voiced concern about hearing about the moratorium a week before the lottery after being led to believe by Council that as long as everything is okay, we are going forward. We have spent years getting this in order and in place, he said. To hear this right now; he is shocked and doesn't know what he is going to do. In terms of the OSPI and Gig Harbor's situation, the reason "it" wasn't declared a school is simply because it is not a school; it is identified on the front page of the Peninsula School District website as "After high school program designed to transition young adults, after high school into the work force." He continued to say that the Office of OSPI is the only state body that can call something a school, and it did not. He said he spent a lot of money and on attorneys to get to the bottom of that point. He also spent a lot of time with Lindsey Sehmel, he continued to say. Peninsula School District said they've always called it a school. The OSPI says the program has been in existence for over 20 years and it's never been designated it as a school, and so he doesn't see a problem with it now. The idea that Gig Harbor is going to be overrun by marijuana retailers doesn't make sense because the zoning is so small, and with the 2500 foot rule, it's impossible to have more than one or two within the entire city. You are going to have one in the Olympic area; there is a tiny dot and only one or two landlords that are willing to do it; and then there is the far end by the Purdy side. The idea of 15-16 outlets is impossible, he said, and his research of Gig Harbor addresses shows there are 16 applicants other than himself and 14 of those addresses are bogus. So those 16 people you expect to flood Gig Harbor don't even have addresses to put a place. He said he is 18 months into this deal and probably \$30-40,000; he has started a build-out on a 2800 square foot property in Soundview Park. Dave Morris is speaking of him because they have been in touch about his parcels and retail space. He said he can't believe this is happening at this late juncture of the game.

MAYOR'S REPORT / COUNCIL COMMENTS:

Councilmember Malich asked if voting by a Councilmember on speaker phone is legal. City Attorney Summerfield responded that it has not been ruled illegal and is done regularly throughout the state.

Councilmember Malich then asked why they have never been afforded to do this in the past. There has been numerous times over the years that councilmembers have been absent and we've never done it before, he said. All of a sudden we are starting it now, and it seems a little unfair because there have been times in the past he would have loved to have voted on some issues. He asked if he can go back and call in a vote after the fact. Ms. Summerfield said no, but suggested that if Council expects to do this on a more regular basis, they should consider adopting a policy to address how it may be used.

Councilmember Payne commented that due to his travel schedule he has inquired about it before and there is no ruling against it. He has been able to avoid most conflicts with his schedule, but the times he has been traveling and hasn't called in it is because

he is with a client or at an evening meeting. He said it has been set up that he would participate by phone previously, and further, he is confident that staff made sure of the legality before having Councilmember Lovrovich participate tonight.

Councilmember Malich then asked if the rule that Councilmembers can't miss three meetings in a row still exists. It was clarified that this is for unexcused absences.

Councilmember Ekberg said it wouldn't hurt to have a policy in place. Staff was asked to draft something for review. Councilmember Kadzik agreed it would be a good idea, but added that when he goes on vacation the last thing he wants is to do is call into a meeting.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Operations Committee: Thu. Apr 17th at 3:00 p.m.
2. Boards and Candidate Review: Mon. Apr 21st at 4:00 p.m.
3. Parks Appreciation Day – Sat. Apr 26th.

Councilmember Ekberg announced that the Operations Committee meeting may change to Wednesday the 16th.

EXECUTIVE SESSION: The Mayor announced an Executive Session to begin at 6:30 p.m. for approximately 20 minutes to discuss pending litigation per RCW 42.30.110(1)(i). No action is anticipated, she said.

AT 6:49 p.m., City Administrator Denny Richards announced an extension of the Executive Session for another 10 minutes.

The Mayor and Council returned to regular session at 7:00 p.m. and adjourned the meeting.

CD recorder utilized: Tracks 1002 – 1018

Steven Ekberg, Mayor Pro tem

Molly Towslee, City Clerk

NOTICE OF LIQUOR LICENSE APPLICATION



RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov
DATE: 4/15/14

TO: MOLLY TOWSLEE, CITY CLERK
RE: CHANGE OF CORPORATE OFFICERS/STOCKHOLDERS APPLICATION

UBI: 602-906-318-001-0001

License: 404730 - 1U County: 27
Tradename: LELE@GIG HARBOR
Loc Addr: 4747 PT FOSDICK DR NW STE 200
GIG HARBOR WA 98335-2312

APPLICANTS:
LELE@GIG HARBOR, INC.
LE, DZA THAO HONG
1972-01-20

Mail Addr: 1012 MARTIN LUTHER KING JR WAY
TACOMA WA 98405-4150

Phone No: 253-514-6382 DZA-THAO HONG LE

Privileges Applied For:
SPIRITS/BR/WN REST LOUNGE +

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

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

DATE _____

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

JK



NOTICE OF LIQUOR LICENSE APPLICATION

RETURN TO:

WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov
DATE: 4/21/14

Corrected

TO: MOLLY TOWSLEE, CITY CLERK

RE: APPLICATION IN LIEU OF CURRENT PRIVILEGE

UBI: 601-126-093-001-0004
License: 079609 - 1U County: 27
Tradename: SHELL FOOD MART/GIG HARBOR MINI MART
Loc Addr: 6615 WOLLOCHET DR NW
GIG HARBOR WA 98335
Mail Addr: 5105 57TH AVE NW
GIG HARBOR WA 98335-7385
Phone No.: 253-853-3607 SATISH CHANGELA

APPLICANTS:
SATISH CHANGELA, INCORPORATED
CHANGELA, SATISH AMRITLAL
1961-07-30

Privileges Upon Approval:
BEER/WINE SPECIALTY SHOP

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

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

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



April 10, 2014

Ms. Molly Towslee
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98354

Dear Ms. Towslee:

Pierce Transit is proposing to amend its Bylaws. Pursuant to Section 2.28.070 of the Pierce Transit Code, Pierce Transit must notify all jurisdictions within the Pierce Transit service area of any proposed amendments. Please consider this as formal notification pursuant to each section and share this information with your respective Council.

Enclosed are complete copies of Pierce Transit's Bylaws and a draft resolution with the proposed amendments. These proposed amendments are as a result of a recent Court of Appeals decision pertaining to Executive Session provisions for nonvoting members. *Amalgamated Transit Union Local No. 1576 v. Snohomish County Public Transp. Ben. Area*, 178 Wn.App. 566, 316 P.3d 1103 (2013). In addition, the proposed amendments are minor housekeeping changes that clarify the Board Composition, term expirations, and give better guidance for filling vacancies for at large representation.

Any written comments/concerns on the proposed changes should be forwarded to me by April 30, 2014. This will allow the Board of Commissioners to review comments before the Board formally adopts the proposed amendments at their regular meeting on May 12, 2014.

Should you have any questions, please do not hesitate to contact me directly at 253-581-8066.

A handwritten signature in purple ink that reads "Deanne Jacobson".

Deanne Jacobson
Assistant to the CEO/Clerk of the Board

Enclosure

cc: Board of Commissioners
Lynne Griffith, CEO

RESOLUTION NO. 14-xxx

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Amending
2 Section 2.04.020 – Members of the Board of Commissioners; Adding New Section
3 2.04.030 – Filling Vacancies for At-Large Representation; and Adding New Section
4 2.08.110 – Executive Sessions to the Bylaws and Repealing Resolution No. 10-008
5

6 WHEREAS, by Resolution No. 79-4, approved May 21, 1979 Pierce Transit adopted
7 Bylaws; and

8 WHEREAS, those bylaws were amended and codified as part of the Pierce Transit
9 Code in 1983 and subsequent amendments have occurred; and

10 WHEREAS, on June 11, 2012 the Pierce Transit Board of Commissioners approved
11 Resolution No. 12-020, which amended Sections 2.04.020 and 2.16.020 of the Pierce
12 Transit Code as a result of the April 12, 2012, Public Transportation Improvement
13 Conference; and

14 WHEREAS, Pierce Transit desires to amend Section 2.04.020 of the Bylaws to clarify
15 Board composition and term expirations; and

16 WHEREAS, Pierce Transit also desires to add new Section 2.04.030 of the Bylaws to
17 give guidance for filling vacancies for at-large representation and to provide for more
18 flexibility in filling vacancies; and

19 WHEREAS, Pierce Transit further desires to repeal Resolution No. 10-008, and add
20 new Section 2.08.110 – Executive Sessions to the Bylaws to align its existing policy with
21 recent case law; and

22 WHEREAS, in accordance with Section 2.28.070 of the Pierce Transit Code, a 30-
23 day written notice of the proposed changes has been sent to all legislative bodies within
24 the jurisdiction of Pierce Transit.

25 NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Pierce Transit
26 as follows:

27 Section 1. The Bylaws of the Pierce Transit Board of Commissioners are
28 hereby amended as identified in Exhibit A, attached hereto and incorporated herein; and

29 Section 2. Resolution No. 10-008 is hereby repealed in its entirety.

30 ADOPTED by the Board of Commissioners of Pierce Transit at their regular
31 meeting thereof held on the ____ day of _____, 2014.

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PIERCE TRANSIT

Rick Talbert, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson
Clerk of the Board

Exhibit A
Resolution No. 14-xxx

2.04.020 ~~Members of the board of commissioners~~ Board Composition and Terms.

A. The Board of Commissioners (hereinafter referred to as the Board) shall consist of nine members and may include one nonvoting member, ~~who are~~ selected as follows:

1. Two members ~~selected~~ voted by the ~~e~~City ~~e~~Council of the ~~e~~City of Tacoma;
2. One member ~~selected~~ voted by the ~~e~~City ~~e~~Council of the ~~e~~City of Lakewood;
3. Two members ~~selected~~ voted by the Pierce County ~~e~~Council;
4. One member ~~selected~~ voted by the city ~~e~~Council of Puyallup;
5. One member ~~selected~~ voted by the ~~e~~City ~~e~~Council of University Place;
6. One at-large member voted on by the Fife, Edgewood, and Milton City Councils;
7. One ~~at-large~~ member voted by the representatives of the city and town councils of Auburn, Fircrest, Gig Harbor, Pacific, Ruston and Steilacoom. the remaining cities and towns within the boundary of Pierce Transit.
 - a. ~~Pierce Transit shall request the city and town councils of Fife, Edgewood, and Milton; and Auburn, Fircrest, Gig Harbor, Pacific, Ruston, and Steilacoom to nominate a representative to the board of commissioners of Pierce Transit. The request for nomination shall be sent on the second Wednesday in January. The nomination deadline shall be the second Wednesday in February.~~
 - b. ~~The list of prospective nominees shall be mailed to the town and city councils for a vote on the second Friday in February. The city and town councils shall have until second Wednesday in March to return the ballots.~~
 - c. ~~The ballots shall be accompanied by a certified copy of the council resolution or motion. The clerk of the board of Pierce Transit shall count the ballots and announce the results of the balloting to the board of commissioners.~~
 - d. ~~A plurality of ballots cast shall determine the winner.~~
 - e. ~~In the event of a tie, the city and town councils shall have an additional thirty days to reconsider. The ballot procedure will be repeated until a winner is selected by a plurality vote.~~
88. One nonvoting member, pursuant to RCW 36.57.030(5), who may serve on the Board upon recommendation by the labor organization representing Pierce Transit's public transportation employees. If Pierce Transit's employees are represented by more than one labor organization, all such labor organizations shall select the nonvoting member by majority vote. The nonvoting member shall comply with all governing bylaws and policies of Pierce Transit.

Exhibit A
Resolution No. 14-xxx

- B. All voting members of the Pierce Transit Board must be elected officials of the jurisdiction they represent.
- C. The members of the Board of Commissioners of Pierce Transit shall serve a three-year term. Each voting member shall hold office until:
 - (i) The expiration of the term for which he/she is elected;
 - (ii) The appointment or election of a new Commissioner from the member's respective jurisdiction;
 - (iii) The member is no longer an elected official of his or her respective jurisdiction; or
 - (iv) Resignation.

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2.040.030 Filling Vacancies for At-Large Representation

- A. The Clerk of the Board, upon receiving formal notice that a vacancy is expected to occur or has occurred on the Board of Commissioners, shall send a request for nomination along with nominee ballot to the respective at-large cities and towns with a vacancy.
- B. The respective cities and towns affected by the vacancy shall may formally nominate a candidate from its jurisdiction and return the nomination form to the Clerk of the Board of Pierce Transit. The individual city and town councils are not required to nominate a representative from its respective jurisdiction(s).
- C. After compiling the lists of nominees from all jurisdictions that participated in the nomination process, the Clerk of the Board shall send a ballot letter and formal ballot to the at-large cities and —towns affected by the vacancy for formal vote by each respective city or town councils.
- D. The City or Town Councils shall return ballots along with a certified copy of the related Council resolution or motion. The Clerk of the Board of Pierce Transit shall count the ballots and give —notice of the results of the balloting to the Board of Commissioners.
- E. Plurality of ballots cast shall determine the winner.
- F. In the event of a tie, the city and town councils shall have an additional thirty days to reconsider. The ballot procedure will be repeated until a winner is selected by a plurality vote.
- G. The newly-elected Commissioner(s)'s term shall begin at the next meeting of the Board.

2.08.110 Executive Sessions.

Exhibit A
Resolution No. 14-xxx

- A. The Board may hold executive sessions during any regular or special meeting provided that such executive session is held and conducted consistent with the requirements, intent, purpose and procedures set forth in Chapter 42.30 of the Revised Code of Washington.
- B. The Chair of the Board may, at his or her discretion, exclude the nonvoting member of the Board of Commissioners from all or any portion of any executive session.
- C. The nonvoting member of the Board of Commissioners shall, pursuant to RCW 36.57A.050, be excluded from attending executive sessions regarding any matters pertaining to labor negotiations.
- D. This section shall be construed as a supplement to, and may not replace any applicable laws related to open public meetings or executive session. The Board will take prudent measures to fully protect the attorney-client privilege and attorney work product.



OPERATIONS & PUBLIC PROJECTS COMMITTEE MEETING

DATE of MEETING: April 16, 2014

TIME: 3:00 p.m.

LOCATION: Public Works Conference Room

MEMBERS PRESENT: Councilmembers Ekberg and Payne

STAFF PRESENT: City Administrator Denny Richards, City Engineer Steve Misiurak, Project Engineer Marcos McGraw, and Asst. City Clerk Maureen Whitaker.

SCRIBE: Maureen Whitaker

1. 2014 PAVEMENT MAINTENANCE AND REPAIR PROJECT.

DISCUSSION POINTS

Marcos McGraw reported that this project was authorized in the 2014 Budget in the amount of \$200,000 from the Street Operating Fund. This project will include the placement of a new layer of 2-inch thick asphalt, which includes grinding and overlay, gutter to gutter, between the limits of N. Harborview Drive and the City/County line. Vernhardson Street was selected for overlay due to its poor pavement rating as determined by City staff in the overall Citywide pavement maintenance rating survey and analysis, its high volume of traffic, the steep irregular crown, and the estimated cost of repairs falls within the available budget of \$200,000. The anticipated cost of the project slightly exceeds the allocated budget. He further stated that additional funding would come from HBZ funds. Construction will occur this summer and completed prior to the start of the school year.

Councilmember Ekberg inquired about the failed portions of asphalt on Vernhardson and Peacock Hill Avenue that was a carry-over from the 2013 Water Main Replacement Project. Mr. Misiurak stated that the contractor is responsible for repairing the sections on Peacock Hill Avenue and Vernhardson however, a portion of the failed patch will be deleted from his contract and be part of this project.

Councilmember Payne asked if there were any other roadways that were as high of a priority. Mr. Misiurak said that the upper portion of Vernhardson from Peacock Hill Avenue to N. Harborview Drive ranked high due the roadway condition and lack of sidewalks. Councilmember Payne said that if HBZ funds were used for Vernhardson (N. Harborview Drive and the City/County line), what is next on the list. Mr. Misiurak stated that the City is currently looking into grant opportunities to overlay Kimball Drive between the limits of Hunt and Pioneer. Mr. McGraw added that currently seventy percent of the City's streets have been rated and indexed.

RECOMMENDATION/COMMENTS

Councilmember Payne expressed interest in using HBZ funds for Vernhardson if there were other roadways within the City that were rated a priority.

2. POINT FOSDICK SIDEWALK EXTENSION.

DISCUSSION POINTS

Steve Misiurak reported that the project scope includes the design and construction of sidewalks along at least one side of Point Fosdick Drive between Harbor Country Drive and Briarwood Lane. The project includes low-impact development elements such as pervious sidewalks and bio-swales. Underground conduit and junction boxes will also be installed for a future pedestrian illumination system.

Currently, the 90% design documents are being developed by the City's consultant HDR Engineering and will be submitted for City staff review on May 1st. Due to the economy of scale, the project is being designed for both sides of Point Fosdick Drive, with two bid schedules of work, one for the west side and one for the east side and will be awarded as the construction budget allows. A grant from the Dept. of Ecology for \$120,000 was awarded for the design portion of the project. Local funds are budgeted for construction. The project is scheduled for summer construction with an estimated construction completion time of approximately 60 working days.

Mr. Misiurak further stated that a project Open House was held on April 1st with approximately 16 neighborhood residents in attendance. Numerous written comments were received. Many of the residents that live beyond the current project limits expressed their concern that the current sidewalk project does not continue further south.

Councilmember Payne asked if the power lines were going to be undergrounded. Mr. Misiurak stated the power lines will remain and the sidewalks will meander farthest from the roadway behind the poles. The sidewalks will be 5 to 5.5 feet wide. Mr. Misiurak also stated that given the timeframe of the project, Peninsula Light did not have enough time to get this project on their capital improvement list and that the City did make contact with Peninsula Light over this project.

Mr. Misiurak summarized that the next steps are to complete the design and permitting, and be out to bid sometime in May.

RECOMMENDATION/COMMENTS

Councilmember Ekberg was appreciative of staff getting this project underway so quickly and was in favor of having sidewalks on both sides. He also was interested in the status of the speed study and hoped that the speed limit in this area would be 30 mph, rather than 30, 35, and 30.

Meeting adjourned at 4:10 p.m.

Respectively submitted,

Maureen Whitaker



TO: MAYOR GUERNSEY AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR 
DATE: April 28, 2014
SUBJECT: 1st QUARTER FINANCIAL REPORTS

The financial reports for the first quarter of 2014 are attached.

Total resources, which are beginning cash balances plus revenues, for all funds, are 33 percent of the annual budget. Citywide operating revenues, which exclude beginning cash balances, budgeted transfers and other revenues (*other revenues include items such as loan proceeds, asset disposals and insurance proceeds*), are at 19 percent of budget, while expenditures are at 10 percent.

General Fund first quarter revenues (excluding beginning balance) are at 21 percent of budget which is the same as last year. Sales tax revenues, which comprise 48 percent of the General Fund revenue budget, are on pace to exceed budget at 27 percent; while city utility tax revenues are slightly behind pace at 21 percent. Building permit fees are 21 percent of budget through the first quarter. Planning fees are nearly on pace to meet budget coming in at 24 percent of budget.

General Fund expenditures (less transfers) are at 21% of budget. For the same period last year, expenditures were at 23 percent of budget. All General Fund departments are within first quarter budgeted expenditures.

Water, Sewer and Storm operating fund revenues are at 19, 21 and 19 percent of budget; this compares to first quarter 2013 as follows: 22, 24 and 16 percent respectively. Water, Sewer and Storm expenditures (excluding transfers) are at 13, 14 and 16 percent through the end of the first quarter. For the same period in 2013 the expenditures were 24, 19 and 16 percent of budget, respectively.

All funds have adequate cash on hand at this time to meet upcoming obligations.

CITY OF GIG HARBOR
CASH AND INVESTMENTS
YEAR TO DATE ACTIVITY
AS OF MARCH 31, 2014

FUND NO.	DESCRIPTION	BEGINNING BALANCE	REVENUES	EXPENDITURES	OTHER CHANGES	ENDING BALANCE
001	GENERAL GOVERNMENT	\$ 1,789,770	\$ 2,204,947	\$ 2,310,318	\$ (135,894)	\$ 1,548,505
101	STREET FUND	326,092	265,890	329,105	(41,107)	221,769
102	STREET CAPITAL FUND	494,120	22,904	100,728	(245,678)	170,617
105	DRUG INVESTIGATION FUND	8,028	152	-	-	8,180
106	DRUG INVESTIGATION FUND	21,534	6	-	-	21,539
107	HOTEL-MOTEL FUND	137,302	82,464	37,218	(4,211)	178,337
108	PUBLIC ART CAPITAL PROJECTS	92,195	24	-	-	92,218
109	PARK DEVELOPMENT FUND	634,829	694,599	90,923	(484,728)	753,777
110	CIVIC CENTER DEBT RESERVE	1,234,400	60	-	-	1,234,461
111	STRATEGIC RESERVE FUND	860,605	80,113	648,000	-	292,718
112	EQUIPMENT RESERVE FUND	150,431	50,051	-	-	200,482
208	LTGO BOND REDEMPTION	3,989	1	-	-	3,990
211	UTGO BOND REDEMPTION	175,879	9,293	-	-	185,172
301	PROPERTY ACQUISITION FUND	364,146	58,724	-	-	422,871
305	GENERAL GOVT CAPITAL IMPR	307,295	57,409	-	-	364,704
309	IMPACT FEE TRUST	1,067,647	46,045	-	(25,020)	1,088,672
310	HOSPITAL BENEFIT ZONE	2,861,804	169,237	-	-	3,031,041
401	WATER OPERATING	481,527	289,978	235,452	(26,094)	509,958
402	SEWER OPERATING	1,021,941	831,336	571,819	120,323	1,401,781
403	SHORECREST RESERVE FUND	82,676	2,774	2,080	2,740	86,110
407	UTILITY RESERVE	1,374,163	5,596	65	(25)	1,379,669
408	UTILITY BOND REDEMPTION	2,954	99,406	300	-	102,060
410	SEWER CAPITAL CONSTRUCTION	6,100,924	147,193	198,805	(73,439)	5,975,873
411	STORM SEWER OPERATING FUND	417,393	145,134	128,936	88,783	522,374
412	STORM SEWER CAPITAL	174,964	17,423	9,754	(134,399)	48,234
420	WATER CAPITAL ASSETS	2,191	820,633	17,101	(32,160)	773,562
605	LIGHTHOUSE MAINTENANCE TRUST	1,837	0	-	(622)	1,215
631	MUNICIPAL COURT	12	26,816	18,240	(8,588)	
		<u>\$ 20,190,645</u>	<u>\$ 6,128,209</u>	<u>\$ 4,698,844</u>	<u>\$ (1,000,119)</u>	<u>\$ 20,619,891</u>

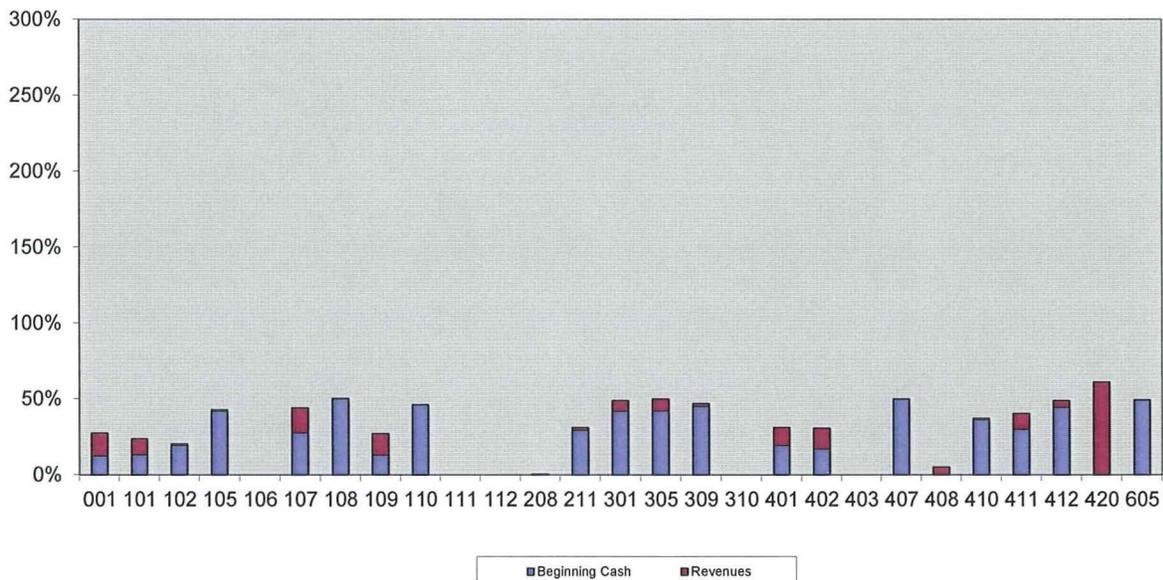
COMPOSITION OF CASH AND INVESTMENTS
AS OF MARCH 31, 2014

	MATURITY	RATE	BALANCE
CASH ON HAND			300
CASH IN BANK			1,668,458
INVESTMENTS/US BANK			318,978
INVESTMENTS/CD COLUMBIA BANK	May 2014	0.5000%	1,000,000
WSDOT ESCROW/CD COLUMBIA BANK			2,000
INVESTMENTS/US BANK	July 2017	0.1250%	1,004,048
LOCAL GOVERNMENT INVESTMENT POOL		0.1807%	16,626,107
			<u>\$ 20,619,891</u>

CITY OF GIG HARBOR
YEAR-TO-DATE RESOURCE SUMMARY
AND COMPARISON TO BUDGET
AS OF MARCH 31, 2014

FUND NO.	DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT	\$ 14,552,985	\$ 3,994,717	\$ 10,558,268	27%
101	STREET FUND	2,500,696	591,982	1,908,714	24%
102	STREET CAPITAL FUND	2,560,928	517,023	2,043,904	20%
105	DRUG INVESTIGATION FUND	19,172	8,180	10,992	43%
106	DRUG INVESTIGATION FUND	47,085	21,539	25,545	46%
107	HOTEL-MOTEL FUND	499,532	219,766	279,766	44%
108	PUBLIC ART CAPITAL PROJECTS	184,384	92,218	92,165	50%
109	PARK DEVELOPMENT FUND	4,928,664	1,329,428	3,599,236	27%
110	CIVIC CENTER DEBT RESERVE	2,688,768	1,234,461	1,454,308	46%
111	STRATEGIC RESERVE FUND	1,786,399	940,718	845,681	53%
112	EQUIPMENT RESERVE FUND	351,135	200,482	150,653	57%
208	LTGO BOND REDEMPTION	1,218,307	3,990	1,214,317	0%
211	UTGO BOND REDEMPTION	600,241	185,172	415,069	31%
301	PROPERTY ACQUISITION FUND	869,502	422,871	446,632	49%
305	GENERAL GOVT CAPITAL IMPR	732,988	364,704	368,284	50%
309	IMPACT FEE TRUST	2,374,937	1,113,692	1,261,245	47%
310	HOSPITAL BENEFIT ZONE	7,139,736	3,031,041	4,108,695	42%
401	WATER OPERATING	2,501,862	771,504	1,730,357	31%
402	SEWER OPERATING	6,069,023	1,853,277	4,215,746	31%
403	SHORECREST RESERVE FUND	99,288	85,450	13,838	86%
407	UTILITY RESERVE	2,772,085	1,379,759	1,392,326	50%
408	UTILITY BOND REDEMPTION	2,058,341	102,360	1,955,981	5%
410	SEWER CAPITAL CONSTRUCTION	16,858,813	6,248,116	10,610,696	37%
411	STORM SEWER OPERATING FUND	1,400,674	562,527	838,147	40%
412	STORM SEWER CAPITAL	394,340	192,387	201,953	49%
420	WATER CAPITAL ASSETS	1,352,454	822,824	529,630	61%
605	LIGHTHOUSE MAINTENANCE TRUST	3,748	1,837	1,911	
631	MUNICIPAL COURT	-	26,816	(26,816)	
		\$ 76,566,085	\$ 26,318,842	\$ 50,247,243	34%

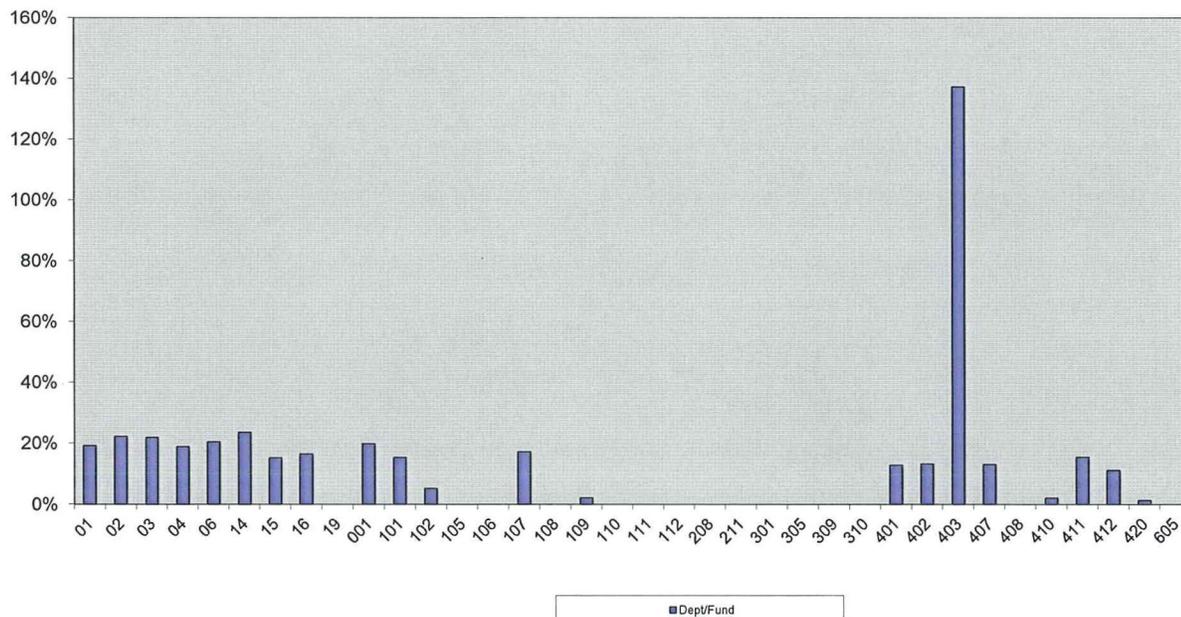
Resources as a Percentage of Annual Budget



CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
AND COMPARISON TO BUDGET
FOR PERIOD ENDING MARCH 31, 2014

FUND NO.	DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL Y-T-D EXPENDITURES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT				
01	NON-DEPARTMENTAL	\$ 3,690,849	\$ 709,033	\$ 2,981,816	19%
02	LEGISLATIVE	65,633	14,562	51,071	22%
03	MUNICIPAL COURT	402,900	88,312	314,588	22%
04	ADMINISTRATIVE/FINANCIAL	1,671,650	316,029	1,355,621	19%
06	POLICE	3,118,658	638,771	2,479,887	20%
14	COMMUNITY DEVELOPMENT	1,502,075	353,382	1,148,693	24%
15	PARKS AND RECREATION	879,025	133,580	745,445	15%
16	BUILDING	343,400	56,649	286,751	16%
19	ENDING FUND BALANCE	-	-	-	
001	TOTAL GENERAL FUND	11,674,190	2,310,318	9,363,872	20%
101	STREET FUND	2,156,371	329,105	1,827,266	15%
102	STREET CAPITAL FUND	1,957,000	100,728	1,856,272	5%
105	DRUG INVESTIGATION FUND	7,500	-	7,500	
106	DRUG INVESTIGATION FUND	3,000	-	3,000	
107	HOTEL-MOTEL FUND	215,850	37,218	178,632	17%
108	PUBLIC ART CAPITAL PROJECTS	25,000	-	25,000	
109	PARK DEVELOPMENT FUND	4,284,700	90,923	4,193,777	2%
110	CIVIC CENTER DEBT RESERVE	-	-	-	
111	STRATEGIC RESERVE FUND	403,000	648,000	(245,000)	
112	EQUIPMENT RESERVE FUND	-	-	-	
208	LTGO BOND REDEMPTION	1,211,142	-	1,211,142	
211	UTGO BOND REDEMPTION	266,368	-	266,368	
301	PROPERTY ACQUISITION FUND	313,700	-	313,700	
305	GENERAL GOVT CAPITAL IMPR	313,700	-	313,700	
309	IMPACT FEE TRUST	86,000	-	86,000	
310	HOSPITAL BENEFIT ZONE	1,594,000	-	-	
401	WATER OPERATING	1,843,217	235,452	1,607,765	13%
402	SEWER OPERATING	4,334,037	571,819	3,762,218	13%
403	SHORECREST RESERVE FUND	1,516	2,080	(564)	137%
407	UTILITY RESERVE	500	65	435	13%
408	UTILITY BOND REDEMPTION	2,051,279	300	2,050,979	0%
410	SEWER CAPITAL CONSTRUCTION	9,669,900	198,805	9,471,095	2%
411	STORM SEWER OPERATING FUND	835,152	128,936	706,216	15%
412	STORM SEWER CAPITAL	87,800	9,754	78,046	11%
420	WATER CAPITAL ASSETS	1,343,100	17,101	1,325,999	1%
605	LIGHTHOUSE MAINTENANCE TRUST	-	-	-	
631	MUNICIPAL COURT	-	18,240	(18,240)	
		\$ 44,678,022	\$ 4,698,844	\$ 38,385,178	11%

Expenditures as a Percentage of Annual Budget



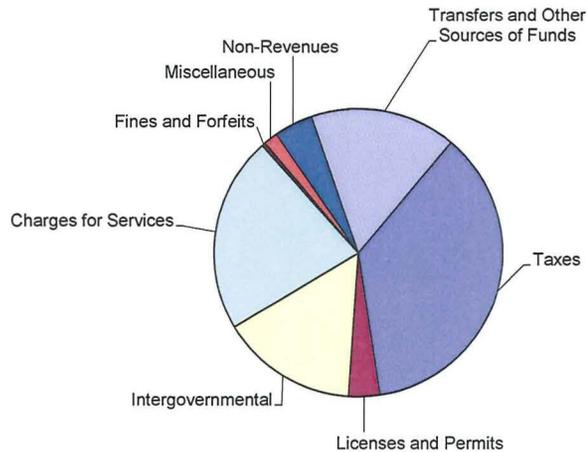
**CITY OF GIG HARBOR
YEAR-TO-DATE REVENUE SUMMARY
BY TYPE
FOR PERIOD ENDING MARCH 31, 2014**

<u>TYPE OF REVENUE</u>	<u>AMOUNT</u>
Taxes	\$ 2,234,304
Licenses and Permits	213,203
Intergovernmental	939,659
Charges for Services	1,347,733
Fines and Forfeits	26,502
Miscellaneous	96,558
Non-Revenues	265,433
Transfers and Other Sources of Funds	1,004,805
Total Revenues (excludes Court Pass Thru)	<u>6,128,197</u>
Beginning Cash Balance	20,190,634
Total Resources	<u>\$ 26,318,831</u>

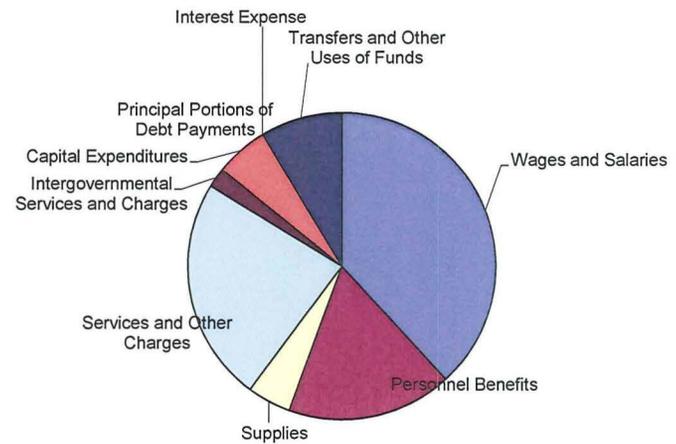
**CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
BY TYPE
FOR PERIOD ENDING MARCH 31, 2014**

<u>TYPE OF EXPENDITURE</u>	<u>AMOUNT</u>
Wages and Salaries	\$ 1,547,119
Personnel Benefits	702,324
Supplies	186,776
Services and Other Charges	956,881
Intergovernmental Services and Charges	85,019
Capital Expenditures	224,169
Principal Portions of Debt Payments	315
Interest Expense	
Transfers and Other Uses of Funds	348,240
Total Expenditures (excludes Court Pass Thru)	<u>4,050,844</u>
Ending Cash Balance	20,619,891
Total Uses	<u>\$ 24,670,735</u>

Revenues by Type - All Funds



Expenditures by Type - All Funds



**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 2013**

	SPECIAL REVENUE FUNDS										
	001	101	102	105	106	107	108	109	110	111	112
	GENERAL GOVERNMENT	STREET	STREET CAPITAL	DRUG INVESTIGTN	DRUG INVESTIGTN	HOTEL - MOTEL	PUBLIC ART PROJECTS	PARK DVLP FUND	CIVIC CTR DEBT RESERVE	STRATEGIC RESERVE	EQUIPMENT RESERVE
ASSETS											
CASH	\$ 112,223	\$ 20,225	\$ 15,560	\$ 746	1,964	\$ 16,264	\$ 8,410	\$ 68,744	\$ 21,383	\$ 26,696	\$ 18,284
INVESTMENTS	1,436,282	201,544	155,057	7,434	19,575	162,073	83,808	685,033	1,213,078	266,023	182,198
RECEIVABLES	1,376,017	3,526	21,603	-	-	40,870	-	4,400	312,400	-	-
FIXED ASSETS	-	-	-	-	-	-	-	-	-	-	-
OTHER	-	-	-	-	-	-	-	-	-	-	-
TOTAL ASSETS	2,924,522	225,295	192,220	8,180	21,539	219,207	92,218	758,177	1,546,861	292,718	200,482
LIABILITIES											
CURRENT	(112,273)	3,750	0	-	-	-	-	2,247	-	-	-
LONG TERM	63,702	-	-	-	-	-	-	-	-	-	-
TOTAL LIABILITIES	(48,571)	3,750	0	-	-	-	-	2,247	-	-	-
FUND BALANCE:											
BEGINNING OF YEAR	3,078,464	284,760	270,045	8,028	21,534	173,961	92,195	152,254	1,546,800	860,605	150,431
Y-T-D REVENUES	2,204,947	265,890	22,904	152	6	82,464	24	694,599	60	80,113	50,051
Y-T-D EXPENDITURES	(2,310,318)	(329,105)	(100,728)	-	-	(37,218)	-	(90,923)	-	(648,000)	-
ENDING FUND BALANCE	2,973,094	221,545	192,220	8,180	21,539	219,207	92,218	755,930	1,546,861	292,718	200,482
TOTAL LIAB. & FUND BAL.	\$ 2,924,522	\$ 225,295	\$ 192,220	\$ 8,180	21,539	\$ 219,207	\$ 92,218	\$ 758,177	\$ 1,546,861	\$ 292,718	\$ 200,482

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 2013

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 2013

	SPECIAL REVENUE FUNDS								TOTAL SPECIAL REVENUE	208 LTGO BOND REDEMPTION	209 2000 NOTE REDEMPTION	210 LID 99-1 GUARANTY	211 UTGO BOND REDEMPTION	TOTAL DEBT SERVICE
	113 CONTRIBUTION DONATIONS	301 PROPERTY ACQUISITION	305 GEN GOVT CAPITAL	309 IMPACT TRUST FUND	310 HOSPITAL BENEFIT	605 LIGHTHOUSE MAINT	631 MUNICIPAL COURT							
ASSETS														
CASH	\$ -	\$ 38,566	\$ 33,261	\$ 99,286	\$ 276,430	\$ 111	\$ -	\$ 645,931	\$ 364	\$ -	\$ -	\$ -	\$ 16,888	\$ 17,251
INVESTMENTS	\$ -	384,305	331,444	989,385	2,754,611	1,104	-	7,436,672	3,626	-	-	-	168,284	171,910
RECEIVABLES	-	-	-	-	-	-	-	382,799	-	-	-	-	9,723	9,723
FIXED ASSETS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
OTHER	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL ASSETS	-	422,871	364,704	1,088,672	3,031,041	1,215	-	8,465,401	3,990	-	-	-	194,895	198,885
LIABILITIES														
CURRENT	-	-	-	25,020	-	-	-	31,017	-	-	-	-	-	-
LONG TERM	-	-	-	-	-	-	-	-	-	-	-	-	6,721	6,721
TOTAL LIABILITIES	-	-	-	25,020	-	-	-	31,017	-	-	-	-	6,721	6,721
FUND BALANCE:														
BEGINNING OF YEAR	-	364,146	307,295	1,017,607	2,861,804	1,215	(8,565)	8,104,116	3,989	-	-	-	178,881	182,870
Y-T-D REVENUES	-	58,724	57,409	46,045	169,237	0	26,805	1,554,484	1	-	-	-	9,293	9,294
Y-T-D EXPENDITURES	-	-	-	-	-	-	(18,240)	(1,224,214)	-	-	-	-	-	-
ENDING FUND BALANCE	-	422,871	364,704	1,063,652	3,031,041	1,215	-	8,434,385	3,990	-	-	-	188,174	192,164
TOTAL LIAB. & FUND BAL.	\$ -	\$ 422,871	\$ 364,704	\$1,088,672	\$3,031,041	\$ 1,215	\$ -	\$ 8,465,402	\$ 3,990	\$ -	\$ -	\$ -	\$ 194,895	\$ 198,885

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 2013**

	PROPRIETARY										TOTAL PROPRIETARY	TOTAL
	401 WATER OPERATING	402 SEWER OPERATING	403 SHORECREST RESERVE	407 UTILITY RESERVE	408 UTILITY BOND REDEMPTION	410 SEWER CAP. CONST.	411 STORM SEWEF OPERATING	412 STORM SEWER CAPITAL	420 WATER CAP. ASSETS			
ASSETS												
CASH	\$ 46,599	\$ 127,933	\$ 7,853	\$ 34,256	\$ 9,308	\$ 544,997	\$ 47,640	\$ 4,399	\$ 70,366	\$	893,352	\$ 1,668,758
INVESTMENTS	463,359	1,273,848	78,257	1,345,412	92,752	5,430,875	474,734	43,835	703,196	\$	9,906,269	18,951,133
RECEIVABLES	163,573	356,247	394	5,823	49,970	-	93,814	-	-	\$	669,820	2,438,359
FIXED ASSETS	6,814,182	33,981,756	-	-	-	1,253,849	665,781	2,253,370	3,630,244	\$	48,599,182	48,599,182
OTHER	-	-	-	-	142,910	-	-	-	-	\$	142,910	142,910
TOTAL ASSETS	7,487,713	35,739,784	86,504	1,385,492	294,939	7,229,722	1,281,969	2,301,604	4,403,806	\$	60,211,532	71,800,342
LIABILITIES												
CURRENT	1,013	25	-	-	1,346,074	-	29	-	9	\$	1,347,150	1,265,894
LONG TERM	61,885	89,909	-	-	20,203,671	-	46,754	-	-	\$	20,402,219	20,472,642
TOTAL LIABILITIES	62,898	89,934	-	-	21,549,745	-	46,783	-	9	\$	21,749,369	21,738,536
FUND BALANCE:												
BEGINNING OF YEAR	7,370,289	35,390,333	85,810	1,379,961	(21,353,912)	7,281,334	1,218,987	2,293,935	3,600,265	\$	37,267,002	48,632,453
Y-T-D REVENUES	289,978	831,336	2,774	5,596	99,406	147,193	145,134	17,423	820,633	\$	2,359,473	6,128,199
Y-T-D EXPENDITURES	(235,452)	(571,819)	(2,080)	(65)	(300)	(198,805)	(128,936)	(9,754)	(17,101)	\$	(1,164,312)	(4,698,844)
ENDING FUND BALANCE	7,424,814	35,649,851	86,504	1,385,492	(21,254,806)	7,229,722	1,235,186	2,301,604	4,403,797	\$	38,462,163	50,061,807
TOTAL LIAB. & FUND BAL.	\$ 7,487,713	\$ 35,739,784	\$ 86,504	\$ 1,385,492	\$ 294,939	\$ 7,229,722	\$ 1,281,969	\$ 2,301,604	\$ 4,403,806	\$	60,211,533	\$ 71,800,343



SALARY COMMISSION

DATE: April 21, 2014
TIME: 8:80 a.m.
LOCATION: Executive Conference Room
SCRIBE: Molly Towslee, City Clerk
MEMBERS PRESENT: Harris Atkins, Tony Michaelson and Rosalie Williamson.
Absent: Gregory Roberts

Chair Tony Michaelson called the meeting to order, and introductions were made.

New Business:

1. Approval of Minutes June 6, 2012. Moved by Atkins and seconded by Michaelson to approve the minutes of June 6, 2012. Motion carried 2-0. Williamson abstained as she was not a commissioner in 2012.

2. Review of current salaries, past adjustments and historic COLA figures. Clerk Molly Towslee gave a brief introduction, and the Salary Commission members discussed the Mayor and City Councilmembers' compensation and the time spent at meetings Councilmembers attend per month. Members acknowledged that the Mayor's and Council's compensation was still well within the range of other comparable cities. Commissioner Atkins noted that several of the comparables consist of a Council / Manager form of government, and requested that at the next review, more cities with Mayor / Council form of government be included.

3. Recommendation for future action. The consensus of the Commission was to acknowledge the dedication and hard work of the Mayor and City Councilmembers, but to make no recommendation for adjustments at this time. The Mayor's salary is to remain at \$1500 per month and City Councilmembers at \$600 per month.

MOTION: Moved by Atkins and seconded by Williamson to retain salaries of the Mayor and City Council at current levels; subject to future review if circumstances are to change. Motion carried 3 - 0.

The commissioners and staff talked about when it would be the most appropriate to meet and discuss future salary adjustments. The ordinance only directs a meeting on even years, and so the next tentative meeting will be called in spring, 2016. There were no further comments; the meeting adjourned at 8:30 a.m.



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

Subject: Re-appointment to Gig Harbor Arts Commission

Proposed Council Action:

A motion to re-appoint Tracy von Trotha to serve the remainder of a two-year term on the Gig Harbor Arts Commission.

Dept. Origin: Administration
Prepared by: Boards/Commission Review Committee
For Agenda of: April 28, 2014

Exhibits:

Initial & Date

Concurred by Mayor: SM 4/16/14
Approved by City Administrator: R 4/17/14
Approved as to form by City Atty: NA
Approved by Finance Director: NA
Approved by Department Head:

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

We have the remainder of a two-year position open in the Gig Harbor Arts Commission. We advertised, but have not received any new applications. Tracy von Trotha has offered to serve the remainder of this vacancy.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

The following recommendation came from the Board and Commission Candidate Review Committee.

RECOMMENDATION / MOTION

Move to: Re-appoint Tracy von Trotha to serve the remainder of a vacant, two-year term on the Gig Harbor Arts Commission.

ORDINANCE NO. 1291

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, REGARDING CITY COUNCIL COMMITTEES; AMENDING CHAPTER 2.51 OF THE GIG HARBOR MUNICIPAL CODE TO CHANGE THE NAME OF THE OPERATIONS AND PUBLIC PROJECTS COMMITTEE TO PUBLIC WORKS COMMITTEE; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council adopted a process for internal standing and ad hoc committees, codified in chapter 2.51 of the Gig Harbor Municipal Code; and

WHEREAS, the City Council desires to change the name of the Operations and Public Works Committee to the Public Works Committee; now, therefore,

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

Section 1. Chapter 2.51 GHMC - Amended. Sections 2.51.010 and 2.51.020 of the Gig Harbor Municipal Code are hereby amended as follows:

2.51.010 Appointment of Standing Council Committees.

The Mayor shall recommend Councilmember appointments to the following standing council committees: Finance and Safety, ~~Operations and Public Projects~~Public Works, Planning and Building, Intergovernmental Affairs, Board and Commission Candidate Review. Each committee shall have three members.

2.51.020 Duties of committees.

The several committees shall fully consider all measures referred to them by the Mayor and the City Council. They shall also acquaint themselves with the interests of the city and from time to time present such draft ordinances and written reports as in their judgment will advance the interests and promote the welfare of the municipality.

....

~~Operations and Public Projects~~Public Works, which shall consider policies and matters related to parks, water, sewer, storm sewer, utility LIDs and ULIDs, other utilities and solid waste. This committee will consider matter related to pedestrian and vehicular transportation and streets in coordination with Operations and Engineering.

....

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. Effective Date. This ordinance shall take effect and be in full force five (5) days after publication of an approved summary consisting of the title.

APPROVED:

MAYOR PRO TEM STEVEN EKBERG

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By _____

FILED WITH THE CITY CLERK: 04/09/14
PASSED BY THE CITY COUNCIL: 04/28/14
PUBLISHED: 04/30/14
EFFECTIVE DATE: 05/05/14



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

Subject: Second Reading – Ordinance Amending Section 9.26.040 GHMC to Incorporate Provisions of State Law regarding Cyberstalking.

Proposed Council Action: Adopt Ordinance No. 1292.

Dept. Origin: Court
Prepared by: Stacy Colberg
For Agenda of: April 28, 2014
Exhibits: Proposed Ordinance
Initial & Date

Concurred by Mayor: Bill 4/22/14
Approved by City Administrator: 4/18/14
Approved as to form by City Atty: 4/17/14 email
Approved by Finance Director: 4/24
Approved by Department Head: 4/16/14 dc

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

The City Council has adopted provisions from state law relating to harassment, Chapter 9.26 in the Gig Harbor Municipal Code. The city prosecutor desires to incorporate an additional provision of state law relating to cyberstalking into the Gig Harbor Municipal Code, specifically RCW 9.61.260 – Cyberstalking, due to an increase in the use of the internet, email, and other electronic forms of communication with harassing, malicious, or threatening behaviors.

Cyberstalking is a gross misdemeanor punishable by up to 364 days jail and up to a \$5,000 fine. It becomes a felony if the perpetrator has been previously convicted of Harassment with the same victim, or, the perpetrator makes threats to kill.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

None

RECOMMENDATION / MOTION

Move to: Adopt Ordinance at Second Reading.

ORDINANCE NO. 1292

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO HARASSMENT; AMENDING SECTION 9.26.040 OF THE GIG HARBOR MUNICIPAL CODE TO INCORPORATE PROVISIONS OF STATE LAW REGARDING CYBERSTALKING; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council adopted provisions from state law relating to harassment in chapter 9.26 of the Gig Harbor Municipal Code; and

WHEREAS, the City Council desires to incorporate an additional provision of state law relating to cyberstalking into the Gig Harbor Municipal Code; Now, therefore,

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

Section 1. Section 9.26.040 - Amended. Section 9.26.040 of the Gig Harbor Municipal Code is amended as follows:

9.26.040 Harassment.

The following state statutes are adopted by reference:

RCW

9.61.230 Telephone harassment.

9.61.240 Telephone harassment – Permitting telephone to be used.

9.61.250 Telephone harassment – Offenses, where deemed committed.

9.61.260 Cyberstalking

9A.46.020 Definition – Penalties.

9A.46.030 Place where committed.

9A.46.040 Court-ordered requirements upon person charged with crime – Violation.

9A.46.050 Arraignment – No-contact order.

9A.46.060 Crimes included in harassment.

9A.46.070 Enforcement of orders restricting contact.

9A.46.080 Order restricting contact – Violation.

9A.46.090 Nonliability of peace officer.

9A.46.100 “Convicted,” time when.

9A.46.110 Stalking.

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 28th day of April, 2014.

CITY OF GIG HARBOR

Mayor Pro Tem Steven Ekberg

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela G. Summerfield

FILED WITH THE CITY CLERK: 04/01/14
PASSED BY THE CITY COUNCIL: 04/28/14
PUBLISHED: 04/30/14
EFFECTIVE DATE: 05/-514
ORDINANCE NO: 1292



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

Subject: Sitecrafting Website Design
Consultants Services Contract

Proposed Council Action: Approve and authorize the Mayor to execute a consultants services contract with Sitecrafting for upgrades to the City's website.

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton
Special Projects *LS*

For Agenda of: April 28, 2014

Exhibits: Sitecrafting, Inc. Contract

Initial & Date

Concurred by Mayor: *LS 4/22/14*

Approved by City Administrator: *R 4/21/14*

Approved as to form by City Atty: *okay by email*

Approved by Finance Director: *QR 4/24/14*

Approved by Department Head: _____

Expenditure	Amount	Appropriation
Required \$ 51,435	Budgeted \$ 51,435	Required \$ -0-

INFORMATION / BACKGROUND

In 2000, the City of Gig Harbor website was launched. In 2008, the City contracted with Sitecrafting, Inc. to redevelop the website for improved public use. There have been no significant upgrades or structural improvements to the website since then. In order to keep up with changing technologies, content management, and offer users better services, City Council approved a budget for web development. The "Gearbox" upgrade will improve overall functionality, provide ftp and mobile access, expanded content management systems, and a refreshed design/look.

FISCAL CONSIDERATION

The cost of this upgrade is included in the 2014 Budget.

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION / MOTION

Move to: Approve and authorize the Mayor to execute a consultants services contract with Sitecrafting, Inc. for upgrades to the City's website in an amount not to exceed \$51,435.00.

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

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

RECITALS

WHEREAS, the City is presently engaged in web site update 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 Fees**, 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 fifty-one thousand four hundred and thirty-five dollars and no cents (\$51,435.00) 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 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 30, 2014**; 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 on an occurrence basis by an 'A' rated company licensed to conduct business in the State of Washington.

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

{ASB983053.DOC;100008.900000\}

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:
Sitecrafting, Inc
ATTN: Brian Forth, President
2725 Pacific Avenue, Suite 100
Tacoma, WA 98402
(253) 272-2248

City of Gig Harbor
ATTN: Lita Dawn Stanton
3510 Grandview Street
Gig Harbor, WA 98335
(253) 853-7609

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 Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



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

Subject: Wastewater Treatment Plant On-Call Engineering Services – Consultant Services Contract with Advanced Industrial Automation Corporation

Proposed Council Action: Approve and authorize the Mayor to execute the Consultant Services Contract with Advanced Industrial Automation Corporation, in an amount not exceed \$24,914.60.

Dept. Origin: Public Works/Engineering

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

For Agenda of: April 28, 2014

Exhibits: Consultant Services Contract
Scope and Fee

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Public Works Director:

Approved by City Engineer:

Initial &
Date

SM 4/23/14
R 4/23/14
BY EMAIL 4/23/14
DF 4/23/14
AD 4/23/14
SE 4/23/14

Expenditure Required	\$24,914.60	Amount Budgeted	\$25,000	Appropriation Required	\$0
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INFORMATION/BACKGROUND

Supervisory control and data acquisition (SCADA) improvements and upgrades have been occurring and will continue to occur at the City’s Wastewater Treatment Plant. These services have been successfully completed by Advanced Industrial Automation (AIA). This contract provides for their continued assistance within the next year.

FISCAL CONSIDERATIONS

This work will be funded under the professional services account in the 2014 wastewater operating fund.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Approve and authorize the Mayor to execute the Consultant Services Contract with Advanced Industrial Automation Corporation for the On-Call Services Contract for the Wastewater Treatment Plant in the amount not-to-exceed Twenty Four Thousand Nine Hundred Fourteen Dollars and Sixty Cents (\$24,914.60)

**PROFESSIONAL SERVICES CONTRACT
(Architects, Engineers, Land Surveyors, Landscape Architects)
BETWEEN THE CITY OF GIG HARBOR AND
ADVANCED INDUSTRIAL AUTOMATION CORPORATION**

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

RECITALS

WHEREAS, the City is presently engaged in On-Call Engineering Services at the Wastewater Treatment Plant 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 Twenty Four Thousand Nine Hundred Fourteen Dollars and Sixty Cents (\$24,914.60) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit A – Scope of Work**. 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 March 1, 2015; 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 Public Works Director and the City shall determine the term or provision's true intent or meaning. The City Engineer or Public Works Director shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

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

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:
Advanced Industrial Automation Corporation
ATTN: Jon Mathison, P.E.
5227 Ballard Ave NW, Ste. 8
Seattle, WA 98107-4809
(425) 836-3386 FAX (425) 642-8282

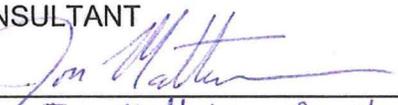
City of Gig Harbor
ATTN: Stephen Misiurak, P.E.
City Engineer
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

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: Jon Mathison, President

CITY OF GIG HARBOR

By: _____
Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

City of Gig Harbor – 2014 Professional Services Exhibit A – Scope of Work

Background: City of Gig Harbor On-call Engineering Services

Communication, instrumentation, control, and low voltage electrical is critical to the Gig Harbor waste water collection and treatment systems. The existing SCADA (Supervisory Control and Data Acquisition) System and Allen Bradley controllers need to be supported 24/7. Proposed Consultant has extensive experience with SCADA system, instrumentation, communications, and Allen Bradley PLC. Using the Consultant for this task will be a cost effective solution in supporting city operations.

Task 1 – Provide engineering support for Gig Harbor communications, instrumentation, control, and low voltage systems. AIA will provide on-site and telephone engineering support and maintenance recommendations for the City of Gig Harbor SCADA System. This task will include the following:

- On-site maintenance and engineering support for the industrial computer system equipment. This includes the PLC, workstations, monitors, bulk storage devices, instrumentation, telemetry, communication devices, and peripheral equipment as directed by city staff.
- Field change orders and/or updates recommended by the manufacturer and approved by city staff shall be installed.
- Upgrades, modifications, and enhancements per direction of city staff.
- Operator training as needed.

Task 2 – Provide design and construction support engineering services for the City of Gig Harbor communications, instrumentation, control, and low voltage systems. AIA will provide engineering support and maintenance recommendations for the City of Gig Harbor systems. This task will include the following:

- Engineering report(s) detailing system issues or enhancements as requested by city staff.
- Plans and specifications to update and upgrade systems in a manner consistent with city requirements.
- Construction Support Services as necessary to include submittal review, respond to RFIs, review of work performed by Contractor or others to ensure it meets the requirements of the electrical and controls system.

Key Assumptions:

- City staff to request Task 1 or Task 2 work on an as-needed basis.
- Per Steve Misiurak and Jon Mathison conversation on 4/15/14, estimate covers Consultant roundtrip travel time from AIA office in Seattle to City of Gig Harbor WWTP site and back to Seattle.

Advanced Industrial Automation Corp
5227 Ballard Ave NW, Suite 8
Seattle, WA 98107

Estimate

Date	Estimate #
4/15/2014	217

Name / Address
Darrell Winans - City of Gig Harbor Waste Water Treatment Plant Supervisor Public Works Department 3510 Grandview Street Gig Harbor, WA 98335

Description	Qty	Cost	Project
			2014 Prof Services
			Total
Provide on-call SCADA control and electrical engineering services to the City of Gig Harbor as requested by the city. The SCADA and electrical engineering services are as summarized below.			
Electrical Engineering:	78	130.00	10,140.00
Provide Integration services:	78	130.00	10,140.00
AutoCAD drafting services:	35	95.00	3,325.00
Tolls and travel expenses	1	100.00	100.00
Mileage allowance per IRS standard rate.	2,160	0.56	1,209.60
See attached Exhibit A - Scope of Work			
T&M Budget - Not to Exceed \$25,000			
Total			\$24,914.60

Customer Signature _____



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

Subject: DNR Aquatic Lands Right of Entry Agreement #23-B81067 – Jerisich/Skansie Park Temporary Floats

Dept. Origin: Public Works
Prepared by: Jeff Langhelm, P.E.
Public Works Director

Proposed Council Action: Authorize the Mayor to execute a Right of Entry Agreement (5-Year) with Department of Natural Resources for Installation of Temporary Floats for the Blessing of the Fleet event.

For Agenda of: April 28, 2014
Exhibits: Agreement

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

Initial & Date
[Signature] 4/22/14
[Signature] 4/23/14
via email
[Signature] 4/22/14
[Signature] 4/22/14

Expenditure Required	\$800	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 obtained for this event a 5-year Hydraulic Project Approval (HPA) from the Washington Department of Fish and Wildlife (WDFW), a SEPA Exemption, a permanent Letter of Permission from the US Army Corps of Engineers, and a 5-year Right-of-Entry Agreement (ROE) from the Department of Natural Resources (DNR).

In 2013 the HPA was renewed for five years and a City shoreline permit was obtained. In order to bring the temporary floats in for the 2014 event and future dates a new 5-year Right-of-Entry Agreement with DNR is required. The proposed ROE will bring all associated permits on to the same timeline.

FISCAL CONSIDERATION

DNR now has fees related to all their agreements. The fee for the ROE is \$500 for the first year and \$100 for each additional, not to exceed 5 years total. The fee for this ROE will be \$800, since it is scheduled to terminate in April 2018 along with the HPA. Sufficient funds are available in the Parks Operating Rentals & Leases fund to cover this expense.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to execute a Right of Entry Agreement (5-Year) with Department of Natural Resources for Installation of Temporary Floats for the Blessing of the Fleet event.



WASHINGTON STATE DEPARTMENT OF
Natural Resources
Peter Goldmark - Commissioner of Public Lands

AQUATIC LANDS RIGHT OF ENTRY AGREEMENT

Right of Entry No. 23-B81067

THIS AGREEMENT is made by and between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and CITY OF GIG HARBOR, a government agency/entity ("Licensee").

THE Parties agree as follows:

SECTION 1 GRANT OF PERMISSION

1.1 Permission. Subject to the terms and conditions set forth below, State grants Licensee a revocable, nonexclusive license to enter upon the real property described in Exhibit A (the "Property"). In this agreement, the term "Right of Entry" means this agreement and the rights granted.

1.2 Other Interests and Rights. This Right of Entry is subject to all valid interests of third parties noted in the records of Pierce County, or on file in the Office of the Commissioner of Public Lands, Olympia, Washington. Licensee is responsible for obtaining approvals from other persons, if any, who have an interest in the Property. This Right of Entry is subject to the rights of the public under the Public Trust Doctrine or federal navigation servitude and treaty rights of Indian Tribes.

SECTION 2 USE

2.1 Authorized Activities. Licensee shall enter the Property only for the purpose of conducting the activities described in Exhibit B (the "Activities") and for no other purpose. Licensee shall not conduct any other activities on the Property without the prior written permission of State.

2.2 Restrictions on Activities

- (a) The limitations in this Paragraph 2.2 apply to the Property and adjacent state-owned aquatic land. Licensee's compliance with this Paragraph 2.2 does not limit Licensee's liability under any other provision of this License.
- (b) Licensee shall not cause or permit:
 - (1) Damage to natural resources 2.2(b)(1),

- (2) Waste, or
 - (3) Deposit of material, unless approved by State in writing. This prohibition includes deposit of fill, rock, earth, ballast, wood waste, refuse, garbage, waste matter, pollutants of any type, or other matter.
- (c) State may take any steps reasonably necessary to remedy any failure of Licensee to comply with the restrictions on activities under this Subsection 2.2. Upon demand by State, Licensee shall pay all remedial costs and natural resources damages.

2.3 Conformance with Laws. Licensee shall keep current and comply with all conditions and terms of any permits, licenses, certificates, regulations, ordinances, statutes, and other government rules and regulations regarding its activities on the Property.

2.4 Interference with Other Uses.

- (a) Licensee shall exercise Licensee's right of entry under this Right of Entry in a manner that minimizes or avoids interference with the rights of State, the public or others with valid right to use or occupy the Property or surrounding lands and water.
- (b) Licensee and its agents, contractors, and subcontractors shall provide State with at least two (2) weeks notice before commencing any Activities. Licensee shall promptly notify State of any modifications in the schedule.

SECTION 3 TERM

3.1 Term Defined. This right of entry is effective on the 13th day of April, 2014 ("Effective Date"), and terminates on the 12th day of April, 2018 ("Termination Date"), unless terminated sooner under the terms of this Right of Entry.

3.2 End of Term. Upon termination of this Right of Entry and except as otherwise provided in Exhibit B, Licensee shall restore the Property to a condition substantially like its natural state before Licensee's Activities.

SECTION 4 CONSIDERATION

The consideration is a fee in the amount of Eight Hundred Dollars (\$800.00), which is due and payable on or before the effective date.

SECTION 5 ENVIRONMENTAL LIABILITY

5.1 Definitions.

- (a) "Hazardous Substance" means any substance that now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule,

regulation, or other law relating to human health, environmental protection, contamination, pollution, or cleanup, including oil and petroleum products.

- (b) "Release or threatened release of Hazardous Substance" means a release or threatened release as defined under any Hazardous Substance law.

5.2 General Conditions. Licensee shall exercise the utmost care with respect to Hazardous Substances, including the foreseeable acts or omissions of third parties affecting Hazardous Substances, consistent with the standard of care applicable under the Model Toxics Control Act, RCW 70.105D.040.

5.3 Use of Hazardous Substances.

- (a) Licensee, its contractors, agents, employees, guests, invitees, or affiliates shall not use, store, generate, process, transport, handle, release, or dispose of Hazardous Substances on the Property or adjacent state-owned aquatic lands, except in accordance with all applicable laws.
- (b) Licensee shall not undertake, or allow others to undertake by Licensee's permission, acquiescence, or failure to act, activities on the Property or adjacent state-owned aquatic lands that:
 - (1) Result in a release or threatened release of Hazardous Substances, or
 - (2) Cause, contribute to, or exacerbate any contamination exceeding regulatory cleanup standards whether the regulatory authority requires cleanup before, during, or after Licensee's activities on the Property.

5.4 In the Event of a Release or Threatened Release.

- (a) Licensee shall immediately notify State if the Licensee becomes aware of any release or threatened release of Hazardous Substance on the Property.
- (b) If a Licensee's act or omission results in a release of Hazardous Substances, Licensee, at its sole expense, shall promptly take all actions necessary or advisable to clean up, contain, and remove the Hazardous Substances in accordance with applicable laws.

SECTION 6 ASSIGNMENT

Licensee shall not assign this Right of Entry.

SECTION 7 INDEMNITY AND INSURANCE

7.1 Indemnity.

- (a) Licensee shall indemnify, defend, and hold State, its employees, officers, and agents harmless from any Claims arising out of the Activities or related activities by Licensee, its contractors, agents, invitees, guests, employees or affiliates:
- (b) "Claim" as used in this Subsection 7.1 means any financial loss, claim, suit, action, damages, expenses, fees (including attorneys' fees), penalties, or judgments attributable to bodily injury, sickness, disease, death, and damages to

tangible property, including, but not limited to, land, aquatic life, and other natural resources. "Damages to tangible property" includes, but is not limited to, physical injury to the Property, including damage resulting from Hazardous Substances, and damages resulting from loss of use of the Property.

- (c) State shall not require Licensee to indemnify, defend, and hold State harmless for claims that arise solely out of the willful or negligent act of State or State's elected officials, employees, or agents.
- (d) Licensee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold State and its agencies, officials, agents, or employees harmless.

7.2 Insurance Terms.

- (a) Insurance Required.
 - (1) At its own expense, Licensee shall procure and maintain during the Term of this Right of Entry, the insurance coverages and limits described in this Subsection 7.2 and in Subsection 7.3, Insurance Types and Limits. State may terminate this Right of Entry if Licensee fails to maintain required insurance.
 - (2) Unless State agrees to an exception, Licensee shall provide insurance issued by an insurance company or companies admitted to do business in the State of Washington and have a rating of A- or better by the most recently published edition of Best's Reports. Licensee may submit a request to the risk manager for the Department of Natural Resources to approve an exception to this requirement. If an insurer is not admitted, the insurance policies and procedures for issuing the insurance policies shall comply with Chapter 48.15 RCW and 284-15 WAC.
 - (3) All general liability, excess, umbrella liability insurance policies must name the State of Washington, the Department of Natural Resources, its elected and appointed officials, agents, and employees as an additional insured on.
 - (4) All insurance provided in compliance with this Right of Entry must be primary as to any other insurance or self-insurance programs afforded to or maintained by State.
- (b) Waiver.
 - (1) Licensee waives all rights against State for recovery of damages to the extent insurance maintained pursuant to this Right of Entry covers these damages.
 - (2) Except as prohibited by law, Licensee waives all rights of subrogation against State for recovery of damages to the extent that they are covered by insurance maintained pursuant to this Right of Entry.
- (c) Proof of Insurance.
 - (1) Licensee shall provide State with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with insurance requirements specified in this Right of Entry and, if requested, copies of policies to State.
 - (2) The certificate(s) of insurance must reference additional insureds and the Right of Entry number.

- (3) Receipt of such certificates or policies by State does not constitute approval by State of the terms of such policies.
- (d) State must receive written notice before cancellation or non-renewal of any insurance required by this Right of Entry, as follows:
 - (1) Insurers subject to RCW 48.18 (admitted and regulated by the Insurance Commissioner): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State forty-five (45) days' advance notice of cancellation or non-renewal.
 - (2) Insurers subject to RCW 48.15 (surplus lines): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State thirty (30) days' advance notice of cancellation or non-renewal.
- (e) Adjustments in Insurance Coverage.
 - (1) State may impose changes in the limits of liability for all types of insurance as State deems necessary.
 - (2) Licensee shall secure new or modified insurance coverage within thirty (30) days after State requires changes in the limits of liability.
- (f) General Terms.
 - (1) State does not represent that coverage and limits required under this Right of Entry are adequate to protect Licensee.
 - (2) Coverage and limits do not limit Licensee's liability for indemnification and reimbursements granted to State under this Right of Entry.
 - (3) The Parties shall use any insurance proceeds payable by reason of damage or destruction to property first to restore the real property covered by this Right of Entry, then to pay the cost of the reconstruction, then to pay the State any sums in arrears, and then to Licensee.

7.3 Insurance Types and Limits.

- (a) General Liability Insurance.
 - (1) Licensee shall maintain commercial general liability insurance (CGL) or marine general liability (MGL) covering claims for bodily injury, personal injury, or property damage arising on the Property and/or arising out of Licensee's use, occupation, or control of the Property and, if necessary, commercial umbrella insurance with a limit of not less than One Million Dollars (\$1,000,000) per each occurrence. If such CGL or MGL insurance contains aggregate limits, the general aggregate limit must be at least twice the "each occurrence" limit. CGL or MGL insurance must have products-completed operations aggregate limit of at least two times the "each occurrence" limit.
 - (2) CGL insurance must be written on Insurance Services Office (ISO) Occurrence Form CG 00 01 (or a substitute form providing equivalent coverage). All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a

- business contract) and contain separation of insured (cross-liability) condition.
- (3) MGL insurance must have no exclusions for non-owned watercraft.
- (b) Workers' Compensation.
- (1) State of Washington Workers' Compensation.
 - (i) Licensee shall comply with all State of Washington workers' compensation statutes and regulations. Licensee shall provide workers' compensation coverage for all employees of Licensee. Coverage must include bodily injury (including death) by accident or disease, which arises out of or in connection with Licensee's use, occupation, and control of the Property.
 - (ii) If Licensee fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Licensee shall indemnify State. Indemnity shall include all fines; payment of benefits to Licensee, employees, or their heirs or legal representatives; and the cost of effecting coverage on behalf of such employees.
 - (2) Longshore and Harbor Worker's Act. The Longshore and Harbor Worker's Compensation Act (33 U.S.C. Section 901 *et seq.*) may require Licensee to provide insurance coverage for longshore and harbor workers other than seaman. Licensee shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with this Act. Licensee is responsible for all civil and criminal liability arising from failure to maintain such coverage.
 - (3) Jones Act. The Jones Act (46 U.S.C. Section 688) may require Licensee to provide insurance coverage for seamen injured during employment resulting from negligence of the owner, master, or fellow crew members. Licensee shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with this Act. Licensee is responsible for all civil and criminal liability arising from failure to maintain such coverage.
- (c) Employer's Liability Insurance. Licensee shall procure employer's liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident or One Million Dollars (\$1,000,000) each employee for bodily injury by disease.

SECTION 8 TERMINATION

8.1 Termination by Revocation. State may terminate this Right of Entry at any time upon thirty (30) days notice to the Licensee.

8.2 Termination by Completion of Activities. If Licensee completes Activities prior to the Termination Date, this Right of Entry terminates upon Licensee's completion of all Activities, including restoration of the Property under Subsection 3.2.

SECTION 9 NOTICE

Following are the locations for delivery of notice and the Contact Person. Any Party may change the location of notice and/or the Contact Person upon reasonable notice to the other.

State: DEPARTMENT OF NATURAL RESOURCES
Shoreline District
950 Farman Avenue North
Enumclaw, WA 98022-9282

Licensee: CITY OF GIG HARBOR
Terri Reed, Public Works Department
3510 Grandview Street
Gig Harbor, WA 98335

SECTION 10 MISCELLANEOUS

10.1 Headings. The headings used in this Right of Entry are for convenience only and in no way define, limit, or extend the scope of this Right of Entry or the intent of any provision.

10.2 Invalidity. The invalidity, voidness, or illegality of any provision of this Right of Entry does not affect, impair, or invalidate any other provision of this Right of Entry.

10.3 Applicable Law and Venue. This Right of Entry is to be interpreted and construed in accordance with the laws of the State of Washington. Any reference to a statute means that statute as presently enacted or hereafter amended or superseded. Venue for any action arising out of or in connection with this Right of Entry is in the Superior Court for Thurston County, Washington.

10.4 Modification. No modification of this Right of Entry is effective unless in writing and signed by the Parties. Oral representations or statements do not bind either Party.

10.5 Survival. Any obligations of Licensee not fully performed upon termination of this Right of Entry do not cease, but continue as obligations of the Licensee until fully performed.

10.6 Exhibits. All referenced exhibits are incorporated in this Right of Entry unless expressly identified as unincorporated.

THIS AGREEMENT requires the signature of all Parties and is effective on the date of the last signature below.

CITY OF GIG HARBOR

Dated: _____, 20____

JILL GUERNSEY
Mayor

Address: 3510 Grandview Street
Gig Harbor, WA 98022-9282

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

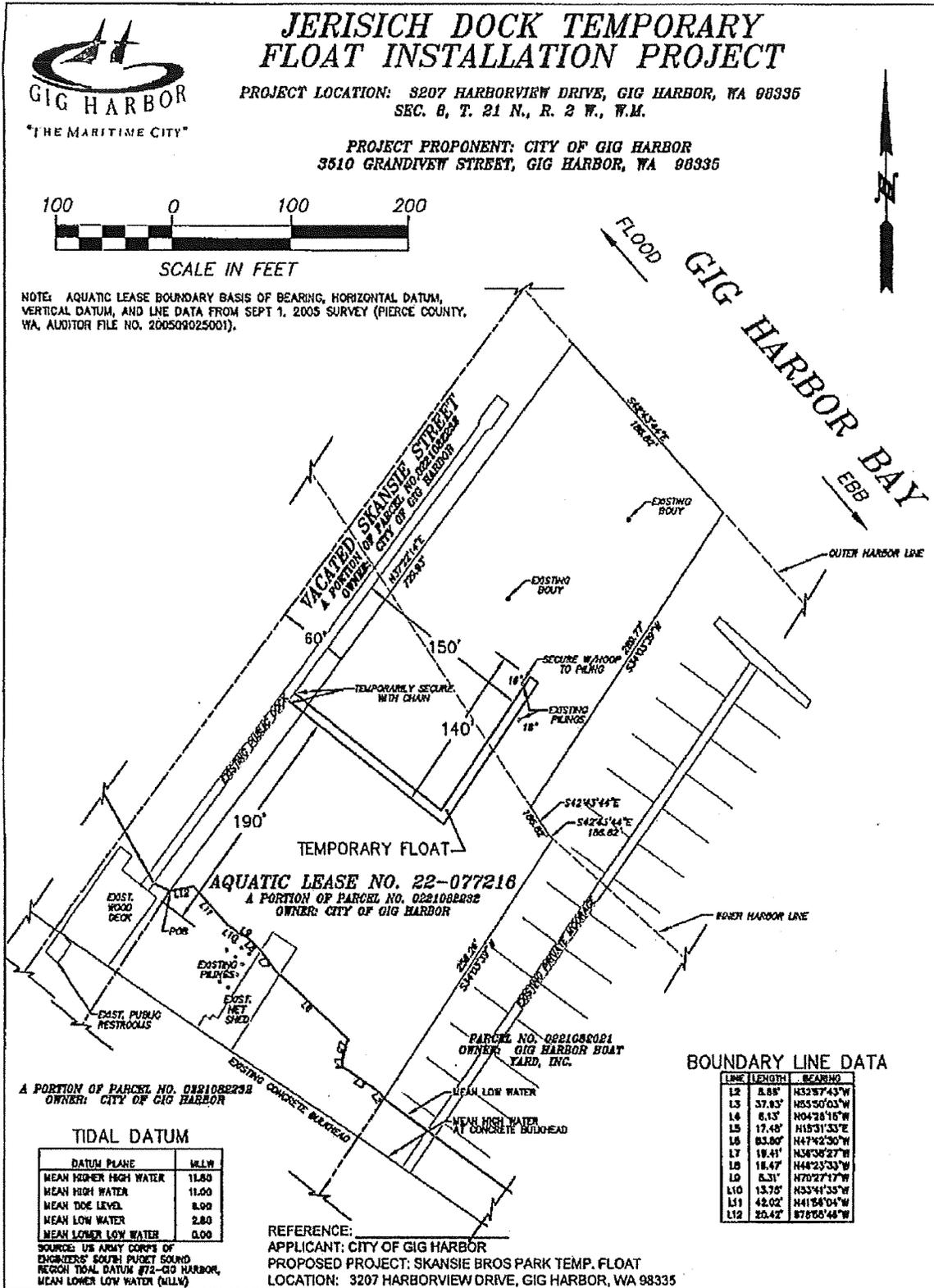
Dated: _____, 20____

KRISTIN SWENDDAL
Aquatics Division Manager

Address: 950 Farman Avenue North
Enumclaw, WA 98022-9282

Approved as to form this
2 day of September 2008
Janis Snoey, Assistant Attorney General

EXHIBIT A



**PLAN OF OPERATIONS
EXHIBIT B**

1. DESCRIPTION OF ACTIVITIES

A. Existing Conditions

The City of Gig Harbor leases the tide and bedlands in this area under lease nos. 22-002801 and 22-077216 for public use and access. Existing improvements on the site include a concrete float with associated steel piling for linear moorage, one (1) mooring buoy, (2) wrapped piling, and a small portion of the historic net shed.

B. Proposed Conditions.

For the annual "Blessing of the Fleet" celebration add temporary "L" shaped float assembly attached perpendicular to the existing float and secured to one of the wrapped piling. Temporary float will be located on premises for no more than 5-days total between the dates of May 28th and June 10th of each year.



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

Subject: Resolution – Surplus Equipment

Dept. Origin: Information Services

Proposed Council Action:

Prepared by: Heidi Othman

Adopt Resolution No.958
Surplusing the city-owned equipment.

For Agenda of: April 28, 2014
Exhibits: Resolution 958

Initial & Date

Concurred by Mayor:

SO 4.23.14

Approved by City Administrator:

R 4/23/14

Approved as to form by City Atty:

Approved by Finance Director:

DR 4/22/14

Approved by Department Head:

[Signature] 4.22.14

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

INFORMATION / BACKGROUND

The city has a surplus of antiquated equipment which needs to be properly disposed. This surplus occurred due to the replacement of outdated equipment.

FISCAL CONSIDERATION

The surplus equipment will be sold to either a recycling center or charity organization to be refurbished and reused.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt Resolution No. 958 surplusing this city-owned equipment.

RESOLUTION NO. 958

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

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

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

To declare as surplus:

EQUIPMENT	Quantity	SERIAL #	Assesst #.
Dell Optiplex 755	3	FTQL8F1 CMQBMF1 BYOBMF1	01582 01589 01588
Dell Precision T5400	1	GGH8NF1	01590
Dell Precision 690	2	9JG1JD1 JF21FC1	01467 01460
Dell FP Monitor 2407	1	mx- 0gm504742627br2 ays	n/a
<u>Miscellaneous Items:</u>			
Credit Card Machines	2	n/a	n/a
Dead UPS	1	n/a	n/a
Broken DVD Rom Player	1	n/a	n/a
Broken keyboards	3	n/a	n/a
Dell Drive Bays	2	n/a	n/a
<u>Printers</u>			
HP Office jet 5610 –AIO	1	Cn792f617t	n/a
Brothers FAX 2820	1	V61325e1n849136	01894

PASSED ON THIS 28th day of April, 2014

APPROVED:

MAYOR PRO TEM STEVEN EKBERG

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 04/22/14
PASSED BY THE CITY COUNCIL: 04/28/14
RESOLUTION NO. 958



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

Subject: Pitney Bowes Postage Machine Lease Agreement

Proposed Council Action:

Authorize the Mayor to sign the 60-month lease with Pitney Bowes for Postal Machine Services in the amount of \$122.88 per month beginning Jul 1, 2014.

Dept. Origin: Administration

Prepared by: Molly Towslee *MT*

For Agenda of: April 28, 2014

Exhibits: Lease Agreement

Initial & Date

Concurred by Mayor:

MT 4/23/14

Approved by City Administrator:

E-4/23/14

Approved as to form by City Atty:

by e-mail 4/23

Approved by Finance Director:

OP 4/22/14

Expenditure	2014 Amount	Appropriation
Required: \$983.04	Budgeted \$ 2500.00	Required \$0

INFORMATION / BACKGROUND

In June, the city's lease on our current Pitney Bowes postage machine expires and we are required to update the equipment. We discussed our current and estimated future postage usage and have received quotes from three companies: Pitney Bowes, NeoPost Northwest, and Preferred Copiers (PostBase).

All three machines have updated features from our current equipment such as a larger scale and accounting software that can be accessed via the internet. The Pitney Bowes machine is very similar to the one we currently use therefore there would be no learning curve for users or for invoicing purposes.

FISCAL CONSIDERATION

The current 60-month lease was for \$196.88 / month invoiced quarterly. The quotes are all for less than our existing lease.

1. Pitney Bowes DM400 is \$122.88 per month invoiced quarterly.
2. NeoPost quote is \$174.86 per month, invoiced quarterly.
3. PostBase 65 quote is \$136.65 per month, invoiced quarterly

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to sign the attached 60-month lease agreement with Pitney Bowes for \$122.88 per month beginning July 1, 2014.

WSCA/NASPO FMV Lease Option C Agreement

Account # 10

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Agreement Number

Your Business Information

CITY OF GIG HARBOR

Full Legal Name of Customer DBA Name of Customer Tax ID # (FEIN/TIN)

3510 GRANDVIEW ST GIG HARBOR WA 98335-1214
Billing Address: Street City State Zip+4

Billing Contact Name Billing Contact Phone # Billing CAN #

3510 GRANDVIEW ST GIG HARBOR WA 98335-1214
Installation Address (If different from billing address): Street City State Zip+4

Installation Contact Name Installation Contact Phone # Installation CAN #

Fiscal Period (from - to) Customer PO # Delivery CAN #

Your Business Needs

Qty	Business Solution Description
1	Mail Stream Solution - 1
1	DM400C Digital Meter System
1	IntelliLink Interface / PSD for DM300C/ DM400C/DM450C
1	Accounting (50 Dept) Software
1	10 lb Integrated Weighing
1	120 LPM Feature
1	Integrated Weighing Platform
1	pbSmartPostage Free
1	IntelliLink Subscription

- Check items to be included in customer's payment**
- Equipment Maintenance(Included with your payments for the initial term)**
Provides service coverage including certain parts and labor
 - Software Maintenance (1st year included)**
Provides revision updates and technical assistance
 - Soft-Guard® Subscription (Included with your meter rental)**
Provides postal and carrier updates
 - IntelliLink® Subscription/Meter Rental**
Provides simplified billing and includes ()resets per year
 - () Confirmation Services Electronic access to postal confirmation service:
 - () Purchase Power® Receive an invoice for postage, consolidated billing and enhanced management reporting information.

Your Payment Plan

Number Of Months	Monthly Amount *
First 60	\$122.88

(*Does not include any applicable taxes)

- () Required advance check of \$() received
- () Tax Exempt# State Tax (If applicable)
- () Tax Exempt Certificate Attached
- () Tax Exempt Certificate Not Required

Your Signature Below

By signing below, you agree to be bound by this FMV Lease Option C Agreement (this "Lease"). This Lease is made and entered into pursuant to your State's/Entity's Participating Addendum, which is made in connection with the WSCA/NASPO Contract # ADSP011-00000411-7 ("Agreements"), all of which are available at www.pb.com/states. The terms and conditions of the Agreements govern this transaction, and in the event of any inconsistency with this Lease, the Agreements will supersede this Lease. This Lease will be binding on PBGFS only after PBGFS has completed its credit and documentation approval process and an authorized PBGFS employee signs below.

#02713

Customer Signature Date State's/Entity's Participating Addendum #

Print Name Title Email Address

Sales Information

Doug M. MacDonald 021

Account Rep Name District Office PBGFS Acceptance

Equipment Vendor: Pitney Bowes Inc. for Sales and Service call 1-800-322-8000

DM400C™ Digital Mailing System

System Specifications

Size:	W 33" x D 17.5" x H 12.3" (dimensions exclude stacking tray)
Max. Speed:	Up to 70, 95 or 120 letters per minute
Media Sizes:	Min.: 3" x 4.13"; Max.: 11.6" x 13.39"
Media Thickness:	Min.: .007" Max.: .3125"
Tape:	Auto strip up to 50 tapes
Job Presets:	10
Integrated Weighing Options:	2 lb., 5 lb. or 10 lb.
Interfaced Weighing Options:	30 lb. or 70 lb.
Connectivity Requirements:	Constant Connection – High Speed Internet Connectivity - Supplied installation kit includes LAN adaptor and 14' Ethernet cable PC Meter Connect Optional analog modem connectivity available
Postal Compliance:	Digital IBIP
Weight:	29.0 lbs., approximate
Electrical:	100-240 VAC, 50/60 Hz, .65-3A
Approvals:	UL-approved, FCC-compliant, ENERGY STAR® compliant

Total flexibility. Added control. Maximum value.

The flexible, fully automatic DM400C Digital Mailing System adds value to mail every step of the way. Customize performance to your needs, and benefit from the broad range of Pitney Bowes advantages including Commercial Base Pricing, Total Postage Management and 24/7 connectivity to money-saving USPS services and critical business insight. Design your ideal mailroom—today—with Pitney Bowes.

[View our newest DM400C demo](#) ►



© 2013 Pitney Bowes Inc. All rights reserved.

All other products and service names mentioned herein are trademarks of their respective owners.

Standard Operating Features

- Auto-Dating
- Multiple Tapes (1-50)
- Low Postage Alert
- High Value Protection
- Original Value Resetting
- Sealant Level Indicator
- Seal Only and No Seal Modes
- Low Ink Alert
- Password Security
- Standard Envelope Advertisements
- Standard Postal Inscriptions
- Dual Language Support – English/Spanish

Options

- Enhanced Accounting
- PC Interface
- Report Printer
- Differential Weighing
- Barcode Scanner



DM400C shown with
optional 60" work table

One Elmcroft Road
Stamford, CT 06926

(800) 322-8000

www.pb.com



City of Gig Harbor

IN-700 DIGITAL MAILING SYSTEM

- State-of-the-art iMeter™ postage meter connects you to a host of powerful business Apps
- Ergonomic design and whisper-quiet operation that complement any office environment
- Efficiency at your fingertips with a best-in-class color touchscreen interface
- Mixed-size automatic feeder handles varying mail shapes with no manual adjustments
- Exclusive Postal Rate Wizard offers guided selection across 140 USPS® rates and services
- Automatic secure sealing and a built in postage label dispenser enhance productivity

SYSTEM CONFIGURATION

- Fully automatic feeding and sealing
- Includes 10# capacity weight platform

INVESTMENT DETAILS

60 month lease: \$174.86 per month (invoiced quarterly)

All-inclusive lease: Meter rental, USPS rate updates, full maintenance, delivery, installation, training

WA State Contract #02713

Philip Baldwin
Government Account Manager
425.444.5898
P.Baldwin@neopost.com



Valid Until: 6/30/14
Neopost Northwest



Locally Owned, Locally Operated, Locally Accountable
Committed To Great Customer Service

Investment Summary

Equipment List:

Proposed investment

Lease:

Postbase 65 Options

PostBase 65 Automatic

\$ 136.65 per month 60 month term

Includes:

65 pages per minute postage machine

Automatic Feeder / Sealer

10lb integrated Scale

Unlimited Resets

Account codes

Supplies

Ink : PIC10 \$ 89.10

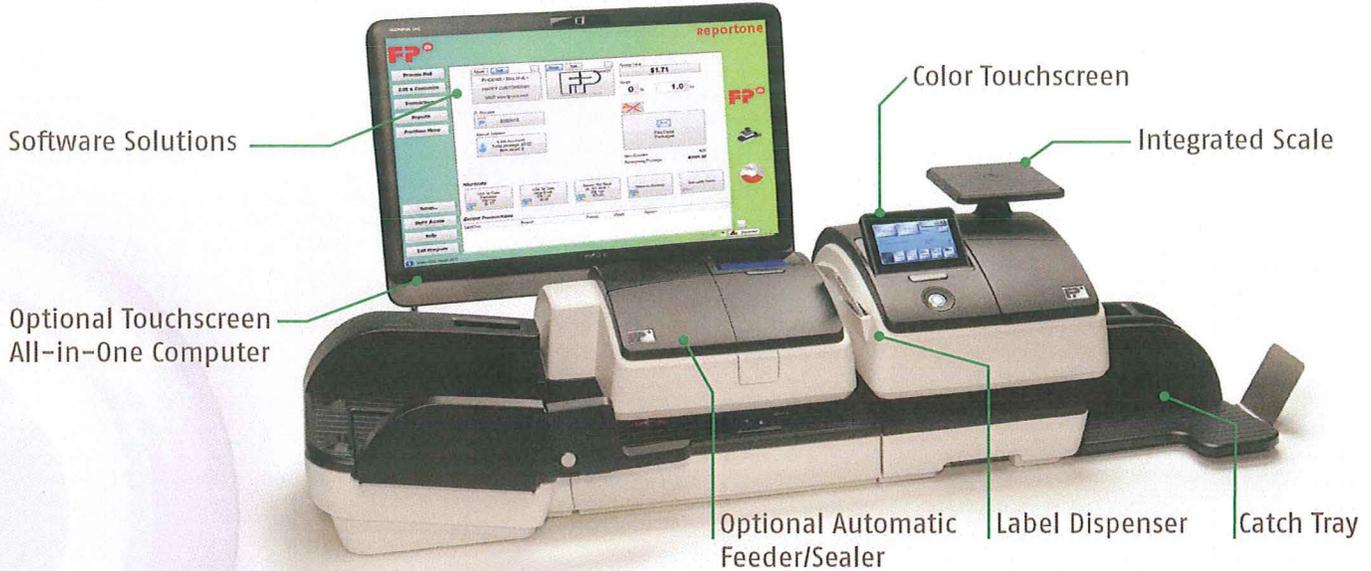
Labels: PLABEL \$ 36.00

Sealit: SEALIT \$ 18.00

Maintenance is included
All parts, Labor is included except Ink and labels

PostBase 65

Introducing the FP PostBase 65. This total solution brings best-in-class mailing technology, smooth feeding and intuitive operation to your office environment. Learn how the PostBase 65 can benefit you.



THE "ONE" SOFTWARE TO CONTROL YOUR MAILING SYSTEM

Remoteone Innovative and convenient operation of the PostBase from your PC keyboard or optional 23" all-in-one touchscreen PC.

Reportone Simple and secure recording of usage data, managing and analyzing accounts, and generating custom reports.

COLOR TOUCHSCREEN

Easily navigate through the PostBase's menu of choices: advertisements, class of mail, special services, and more.

CUSTOMIZE WITH COLOR

Make your mailing system stand out by choosing from a variety of colors.

MyoneFP ONLINE PORTAL

Access additional services for the PostBase as well as other offers related to your mailing system.



SPECIFICATIONS

Hardware	PostBase 65
Color touchscreen	yes
Letter thickness	over 3/8"
Label dispenser	yes
Letter tray	yes
Moistener	optional
Automatic feeder/sealer	optional
Processing speed (letters per minute)	65
Integrated scale, capacity in lbs	15lb
- Differential weighing	yes
External scale (NTEP)	optional 30lb/70lb
High speed postage download (LAN)	yes
Analog modem postage download	optional
Ink	HP Inkjet (up to 4,000 imprints)
Dimensions	48" (L) x 15.4" (W) x 11.8" (H)
Software	
Portal access	yes
RemoteOne (PC control software)	yes
ReportOne (account management)	yes
Accounts	50 (optional 100/200)
Customizable meter advertisements	30
Free standard meter advertisements	yes
Customizable SMS text messages	12

Subject to technical modifications.





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

Subject: 2014 Pavement Maintenance & Repair—Consultant Services Contract with Sitts & Hill Engineers, Inc.

Proposed Council Action: Authorize the Mayor to execute a Consultant Services Contract with Sitts & Hill Engineers, Inc. for an amount not to exceed \$ 2,500.00.

Dept. Origin: Public Works

Prepared by: Marcos McGraw *MEM*
Project Engineer

For Agenda of: April 28, 2014

Exhibits: Consultant Services Contract with Scope and Fee

Concurred by Mayor: *[Signature]* Initial & Date *5/1/14*
Approved by City Administrator: *[Signature]* *4/23/14*
Approved as to form by City Atty: *[Signature]* *BY EMAIL 4/22/14*
Approved by Finance Director: *[Signature]* *4/23/14*
Approved by Public Works Dir.: *[Signature]* *4/23/14*
Approved by City Engineer: *[Signature]* *4/23/14*

Expenditure Required	\$ 2,500.00	Amount Budgeted	\$ 200,000.00	Appropriation Required	\$0
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INFORMATION/BACKGROUND

The 2014 Pavement Maintenance and Repair project includes rebuilding curb ramps at the corner of Vernhardson Street and North Harborview Drive. Construction of the new ramps requires acquisition of a right-of-way easement. The consultant services contract agreement is for professional surveying services related to the easement documents.

FISCAL CONSIDERATION

The 2014 City Budget’s Street Operating Fund (101) has allocated the following for this project:

2014 Budget for Street Operating Fund for 2014 Pavement Maintenance & Repair (Objective No. 4)	\$ 200,000
Anticipated 2012 Expenses	
Sitts & Hill Consultant Services Contract for Right-of-way Survey	(\$ 2,500.00)
<i>Material testing</i>	(\$ 3,200.00)
<i>Construction contract</i>	(\$ 194,300.00)
Remaining 2014 Budget =	(\$ 0.00)

Note: Expenses in *italics* are estimated.

BOARD OR COMMITTEE RECOMMENDATION

The 2014 Pavement Maintenance and Repair project was presented to the Public Works Committee April 16, 2014. The committee members concurred with the scope of the project.

RECOMMENDATION/MOTION

Move to: Authorize the Mayor to execute a Consultant Services Contract with Sitts & Hill Engineers, Inc. for an amount not to exceed \$ 2,500.00.

PROFESSIONAL SERVICES CONTRACT
(Architects, Engineers, Land Surveyors, Landscape Architects)
BETWEEN THE CITY OF GIG HARBOR AND
SITTS & HILL ENGINEERS, Inc.

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

RECITALS

WHEREAS, the City is presently engaged in the Surveying for Pavement Maintenance and Repair project (CSP1402) and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. Payment.

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit A – Scope of Work**. 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 March 1, 2015; 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 negligent 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 Consultant shall be responsible for its negligence, which is the failure to exercise the skill and ability as ordinarily required of engineers performing the same or similar services, under the same or similar circumstances in the State of Washington.

D. 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 Public Works Director and the City shall determine the term or provision's true intent or meaning. The City Engineer or Public Works Director shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

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

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:
Sitts & Hill Engineers, Inc.
ATTN: Robert Dahmen, P.E.
4815 Center Street
Tacoma, WA 98409
(253) 474-9449

City of Gig Harbor
ATTN: Steve Misiurak, P.E.
City Engineer
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 _____, 2014.

CONSULTANT

By: Robert J. Dahmen
Its: Robert J. Dahmen, president

CITY OF GIG HARBOR

By: _____
Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

SITTS & HILL ENGINEERS, INC.

Professional Engineers and Planners
4815 Center Street, Tacoma, WA 98409
Telephone (253) 474-9449
Fax (253) 474-0153

ROBERT J. DAHMEN, P.E.
BRENT K. LESLIE, P.E.
KATHY A. HARGRAVE, P.E.
LARRY G. LINDELL, P.E.

April 22, 2014

CITY OF GIG HARBOR
3510 Grandview Street
Gig Harbor, WA 98335

TO: Mr. Marcos McGraw

SUBJECT: ***PROPOSAL FOR LEGAL DESCRIPTION AND EXHIBIT PREPARATION IN SUPPORT OF RIGHT-OF-WAY ACQUISITION, ON PIERCE COUNTY TAX PARCELS 2260000092 & 2260000101, IN GIG HARBOR, WA***

Dear Marcos:

Thank you for the opportunity to submit this proposal for surveying services on the above referenced property.

PROJECT SCOPE

Our Scope of Services will be as follows:

- Limited field location of features necessary to ensure right-of-way acquisition includes all relevant public infrastructure.
- Review of plat certificate prepared by a title insurance company to ensure there are not any potential conflicts with acquisition area and easements of record. The fee for title company services is estimated to be \$500, and is included in our fee.
- Preparation of legal descriptions and exhibits of acquisition areas for inclusion in conveyance documents prepared by others.

COMPENSATION

Our fee for this Scope of Services is estimated at **\$2,500** to be billed on an Hourly Basis in accordance with the attached Rate Schedule.

This letter of proposal, together with the attached Chargeout Rates will serve as the basis of our contract to perform the work. You may indicate your approval by signing and returning one copy of this letter which will act as our Authorization to Proceed.

SCHEDULE

We can begin this project immediately after receiving your Authorization to Proceed, and we anticipate providing deliverables to you within 2 weeks. We appreciate the opportunity to submit this proposal and are looking forward to the successful completion of this project for you. If you have any questions, please don't hesitate to contact our office.

Civil, Structural and Surveying

SURVEYING SERVICES ESTIMATE

PREPARED FOR:

FILE: CGH - Legal Description
 DATE: 04/22/14
 ESTIMATE BY: McEvilly

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

SITTS & HILL ENGINEERS, INC.
 CIVIL ■ STRUCTURAL ■ SURVEYING
 4815 CENTER STREET | TACOMA, WA 98409
 PHONE: 253-474-9449 | FAX: 253-474-0153

PROJECT: Harborview and Vernhardson Legal and Exhibit Preparation

DESCRIPTION	SURVEY	PROJECT	ONE MAN	SURVEY	CAD	MILEAGE	MATERIAL (PER UNIT)	TOTAL COSTS
	MANAGER \$121	SURVEYOR \$104	CREW \$110	CREW (2) \$160	TECH. \$78				$0.550	$0.50
SURVEYING SERVICES								
1. Research General		2						\$208
2. Field Location			4					\$440
3. Plat Certificate Review		2						\$208
*Plat Certificate (Title Company Estimate)								\$500
4. Legal Description Preparation		2						\$208
5. Exhibit Preparation		2			1			\$286
								\$650
6.								\$0
7.								\$0
8.								\$0
9.								\$0
10.								\$0
NOTES:								
Subtotalled Costs (this sheet)	0	8	4	0	1	0	0	\$2,500
Subtotalled Man Hours (this sheet)	\$0	\$832	\$440	\$0	\$78	\$0.00	\$0.00	
Total Man Hours (entire estimate)	0	8	4	0	1			

ESTIMATED TOTAL COSTS: \$2,500

Consent Agenda
Page 10 of 14



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

Subject: Second Public Hearing and Resolution No. 963 - Harbor Hill Development Agreement Amendment No. 2.

Proposed Council Action:

1. Hold second public hearing.

and

2. Pass resolution No. 963 with a majority plus one vote in favor of the agreement authorizing the Mayor to execute the Development Agreement, attached to the Resolution as Exhibit A, with Harbor Hill LLC.

Dept. Origin: Planning Department

Prepared by: Jennifer Kester
Planning Director

For Agenda of: April 28, 2014

Exhibits: Resolution with Exhibits

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: _____

Approved as to form by City Atty: email 4/24/14

Approved by Finance Director: n/a

Approved by Department Head: JK 4/25/14

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

In 2010, the Council approved a development agreement between the City and Harbor Hill LLC which allowed deviations in the development standards for property owned by Harbor Hill LLC in the Gig Harbor North area and allowed 20 years of vesting for the preliminary plat within the area. An amendment to the agreement was approved in 2012.

In December 2013, Harbor Hill LLC applied for the second amendment to the development agreement. The second amendment to the development agreement is being proposed in order to:

1. Allowing independent living facilities on an additional 0.50 acres in support of Emerald Communities' Heron's Key project by expanding the M-2 parcel to the southwest.
2. Allow model homes to begin construction prior to final plat and prior to completion of infrastructure improvements. Necessary infrastructure would be required prior to allowing occupancy of the model homes.
3. Update the infrastructure construction sequencing to reflect built condition and proposed changes to M-2 parcel.

The process for review of this amendment is outlined in GHMC 19.08, which allows projects in the planned community development land use designation to deviate from the allowed uses, minimum and maximum densities, maximum gross floor area, or maximum structure height allowed in the underlying zoning district if a majority of the City Council plus one approved a development agreement. Before approving such amended development agreement the City

Council must: 1) vote to initiate consideration of the development agreement; 2) require that the Planning and Building Committee meet and make a recommendation to the Council as a whole; 3) conduct two properly noticed public hearings on the development agreement.

Due to the request to allow the expansion of the M-2 parcel to provide additional area for retirement uses as part of the Heron's Key project, the proposed amendment can be approved only if a majority plus one member of City Council votes for the amendment.

STAFF ANALYSIS

Since the last public hearing on March 24th, City staff and Harbor Hill have been in discussion on the final language of the amendment. The language in the amendment attached to the resolution represents the agreed upon language between staff and property owner.

BOARD OR COMMITTEE RECOMMENDATION

The Council voted to initiate the amendment on February 10, 2014 and sent it to the Planning and Building Committee of the Council. The Planning and Building Committee met on March 17, 2014 and voted to recommend approval.

RECOMMENDATION / MOTION

1. Hold second public hearing.

and

2. Pass resolution No. 963 with a majority plus one vote in favor of the agreement authorizing the Mayor to execute the Development Agreement, attached to the Resolution as Exhibit A, with Harbor Hill LLC.

RESOLUTION NO. 963

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AUTHORIZING THE EXECUTION OF AMENDMENT NO. 2 TO THE DEVELOPMENT AGREEMENT WITH HARBOR HILL, LLC RELATED TO AN APPROVED PLANNED RESIDENTIAL DEVELOPMENT AND PRELIMINARY PLAT (FILE NOS. PL-PPLAT-08-0001 AND PL-PRD-08-0001) AND LOTS 1A, 1B, 3, 4B, AND 5 OF THE HARBOR HILL BUSINESS PARK (FILE NO. SUB 06-1208); APPLYING TO 235 ACRES OF PROPERTY, GENERALLY LOCATED NORTH AND SOUTH OF BORGEN BOULEVARD BETWEEN HARBOR HILL DRIVE AND PEACOCK HILL AVENUE N.W. IN THE CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON.

WHEREAS, RCW 36.70B.170 authorizes a local government and a person having ownership or control of real property within its jurisdiction to enter into a development agreement; and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170(1)); and

WHEREAS, the City of Gig Harbor has adopted development regulations for development agreements in Chapter 19.08 of the Gig Harbor Municipal Code; and

WHEREAS, the Developer has a fee simple or other substantial beneficial interest in the real property totaling 235 acres generally located north and south of Borgen Boulevard between Harbor Hill Drive and Peacock Hill Avenue N.W. in the City of Gig Harbor, Pierce County, Washington, which is legally described in Exhibit A of Amendment No. 2 to the Development Agreement, attached hereto and incorporated herein by this reference; and

WHEREAS, pursuant to Resolution No. 845 adopted by the City Council on November 8, 2010, the City and Harbor Hill, LLC entered into a Development Agreement dated November 9, 2010, which was recorded in the real property records of Pierce County, Washington, under Auditor's File No. 201011160780, with the recording cover sheet amended and rerecorded at Auditor's File No. 201011241249; and

WHEREAS, by a subsequent Joinder Agreement dated November 22, 2010, and recorded in the real property records of Pierce County, Washington, under Auditor's File No. 201012020196, OPG as the owner of a portion of the property subject to the Development Agreement joined in and agreed to be bound by the Development Agreement; and

WHEREAS, pursuant to Resolution No. 918 adopted by the City Council on November 26, 2012, the City and Harbor Hill, LLC entered into Amendment No. 1 to the Development Agreement, which was recorded in the real property records of Pierce County, Washington, under Auditor's File No. 201212040216; and

WHEREAS, On December 26, 2013, Harbor Hill, LLC filed with the City a complete application for an Amendment No. 2 to the Development Agreement dated November 9, 2010 (File No. PL-DEV-13-0001); and

WHEREAS, on February 10, 2014, the Council reviewed the Amendment No. 2 to the Development Agreement application, initiated consideration of the Amendment and directed the Planning and Building Committee of the Council to make a recommendation on the Amendment; and

WHEREAS, the City's SEPA Responsible Official has determined that the Determination of Non-Significance (DNS) issued on October 13, 2010 for the original Development Agreement and the addendum to that DNS for Amendment No. 1 to the Development Agreement issued on October 31, 2012 are sufficient for the Amendment No. 2 to the Development Agreement; and

WHEREAS, on February 10, 2014, the Planning and Building Committee considered Amendment No. 2 to the Development Agreement and recommended approval to the Council; and

WHEREAS, Section 19.08.020(B)(2) of the Gig Harbor Municipal Code provides that a development agreement cannot authorize deviations from the uses and minimum and maximum densities allowed in the underlying zoning district unless approved by a majority plus one of the whole council after a minimum of two public hearings; and

WHEREAS, on March 24, 2014, the City Council held its first public hearing on Amendment No. 2 to the Development Agreement; and

WHEREAS, on April 28, 2014 the City Council held its second public hearing on Amendment No. 2 to the Development Agreement during a regular public meeting and after considering the application, the staff report and all public testimony presented, approved Amendment No. 1 to the Development Agreement attached hereto as Exhibit A; Now, Therefore,

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

Section 1. The City Council hereby authorizes the Mayor to execute Amendment No. 2 to the Development Agreement attached hereto as Exhibit A, with Harbor Hill, LLC.

Section 2. The City Council hereby directs the Planning Director to record Amendment No. 2 to the Development Agreement against the Property legally described in Exhibit A to Amendment No. 2 to the Development Agreement, at the cost of the applicant, pursuant to RCW 36.70B.190.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this ____ day of April, 2014.

CITY OF GIG HARBOR

Mayor Jill Guernsey

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela Summerfield

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

**AMENDMENT NO. 2 TO DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF GIG HARBOR AND HARBOR HILL LLC
FOR THE HARBOR HILL DEVELOPMENT**

This Amendment No. 2 to Development Agreement is made and entered into this _____ day of _____, 2014, by and among the CITY OF GIG HARBOR, a Washington municipal corporation (the "City"), and HARBOR HILL LLC, a Washington limited liability company ("Harbor Hill" or "Developer").

RECITALS

A. RCW 36.70B.170 authorizes the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction. Pursuant to Resolution No. 845 adopted by the City Council, the City and Harbor Hill entered into a development agreement dated November 9, 2010 (the "Original Development Agreement"), which was recorded in the real property records of Pierce County, Washington, under Auditor's File No. 201011160780, concerning the development of the property legally described on Exhibit A to the Original Development Agreement (the "Property") and generally located north and south of Borgen Boulevard between Harbor Hill Drive and Peacock Hill Avenue N.W. in the City of Gig Harbor, Pierce County, Washington. The legal description of the Property is restated on Exhibit A attached hereto.

B. By a subsequent Joinder Agreement dated November 22, 2010, and recorded in the real property records of Pierce County, Washington, under Auditor's File No. 201012020196, OPG Properties LLC, a Washington limited liability company ("OPG"), as the owner of a portion of the Property, joined in and agreed to be bound by the Original Development Agreement. Both Harbor Hill and the City consented to the Joinder Agreement.

C. By Amendment No. 1 recorded under Pierce County Auditor's File No. 201212040216, the parties amended certain provisions of the Original Development Agreement. The Original Development Agreement as amended by Amendment No. 1, is referred to here as the "Development Agreement".

D. By Quit Claim Deed recorded under Pierce County Auditor's File No. 201308130540, OPG conveyed to Harbor Hill all of OPG's right, title, and interest in its portion of the Property.

E. Under that certain Omnibus Assignment and Assumption Agreement dated August 13, 2013, OPG assigned to Harbor Hill and Harbor Hill assumed from OPG all of OPG's right, title, and interest in the Development Agreement and certain other tangible and intangible property.

F. The City and Developer wish to amend the Development Agreement as described herein.

G. This Amendment is made under the authority of the City's police power, contracting authority, and other authority, including without limitation the authority granted to the City under RCW 36.70B.170 et seq. to make development agreements and GHMC Chapter 19.08 as amended. This Amendment establishes development standards for the Property and other provisions that apply to and govern and vest the development, use, and mitigation of the development of the Property. Actual construction of improvements on the Property requires approval of subsequent City permits, which will be issued in accordance with the standards and procedures described in the Development Agreement as amended by this Amendment.

Now, therefore, the parties hereto agree as follows:

AGREEMENT

1. Revised Phasing Plan. The Phasing Plan attached as Exhibit I to this Amendment No. 2 is hereby substituted for Exhibit I to the Development Agreement.

2. Model Homes. Section 18 of the Development Agreement is amended and restated to provide as follows:

Section 18. Model Homes.

A. The parties acknowledge that the most efficient and economic development of the Residential Area depends upon numerous factors, such as market orientation and demand, interest rates, competition, and similar factors, and that generally it will be most economically beneficial to the ultimate purchasers of the Residential Area to allow the Developer or Homebuilder to construct model homes within the Residential Area prior to approval and recording of a final plat. Therefore, the parties agree that the Developer and any Homebuilder shall be entitled to construct model homes within the Residential Area in accordance with the following terms and conditions.

B. The Developer and any Homebuilder may submit building permit applications for up to eight (8) model homes within eight (8) lots per phase, as such phases are described on the Phasing Plan and as such lots are depicted on an approved preliminary plat, prior to recording of the final plat. The City shall review and approve or deny the applications regardless whether the final plat is recorded.

Prior to issuance of building permits for the model homes, the following requirements must be satisfied:

i. Retention/detention facilities that serve the model home lots shall be constructed in accordance with the engineered drawings approved by the City of Gig Harbor.

ii. Construction of road improvements necessary to provide construction access to the model homes sites from existing public roadways shall be completed. The road improvements shall consist of subgrade in the final roadway alignment, from the existing public roadways to the furthest proposed model home. These improvements shall be in accordance with the engineered drawings approved by the City.

iii. Water and sewer facilities shall be installed to each lot proposed for model homes.

iv. All impact fees and utility general facility charges for model homes shall be paid prior to the issuance of building permits for the model homes.

vi. Fire protection features, including access, hydrants, and fire flow, must be provided in accordance with GHMC Chapter 15.16 and the approved civil plans prior to any combustible construction on any lot within the development. Such fire protection features may be installed in a phased manner provided that they are in place and approved as prescribed by code for each individual parcel within the plat prior to issuance of a building permit for said parcel.

vii. Traffic mitigation fees for all model homes shall be paid as required by law or as agreed by the City and the Developer as to the Residential Area.

C. In addition to the foregoing requirements, each residential building permit application for a model home shall include the following submittals:

i. Building plot plans showing the locations of the proposed model homes with distances indicated from the proposed final plat lot lines.

ii. Overall site plan showing the temporary improvements specific to the model homes such as the location of signage, flags,

banners, fencing, landscaping, and impervious surfaces such as parking areas and sidewalks.

D. A final and complete Certificate of Occupancy shall not be granted for any of the model homes until the final plat has been recorded. However, the applicant may request final inspection and temporary occupancy for model homes prior to final plat recording, provided:

i. The Developer and Homebuilder have complied with applicable state law with regard to any agreements to transfer, sell, or lease property within the preliminary plat prior to final plat recording.

ii. All Building and Fire Safety requirements have been met to the satisfaction of the City's Building and Fire Safety Director. Construction of roadway and transportation improvements necessary to provide safe public access to the model homes from the existing public roadways shall be constructed in accordance with the engineered drawings, prepared by the Engineer of Record, as well as in compliance with the City Public Works Standards. The City Engineer shall have sole discretion to determine the definition of safe public access. In addition, all applicable requirements of the Public Works Standards shall be complied with to the satisfaction of the City Engineer.

iii. Driveway approaches for each model home requesting occupancy have been installed.

iv. Repairs to the roadway improvements have been completed as necessary due to damage as a result of model home construction.

v. Completion of miscellaneous utility work as necessary to minimize potential for damage to vehicles or tripping hazards.

vi. Completion of miscellaneous work to provide access for maintenance or operation of underground utilities.

E. Prior to final plat approval, either the Developer or Homebuilder shall submit two (2) copies of a plot plan delineating the as-built location of the model home on the lot. The corners of the lot shall be set by a registered professional land surveyor prior to commencement of construction.

F. The model homes and all associated improvements, including any parking lot, shall be removed within six (6) months after the last to occur of the following events:

i. Preliminary plat approval has expired and no extension has been granted, and

ii. The portion of the Residential Area within which the model home is located has been denied final plat approval and either all appeal periods have been exhausted without the commencement of an appeal or all appeals have been dismissed or otherwise resolved.

3. Other Provisions. All other provisions of the Development Agreement shall remain in full force and effect. The Development Agreement, as amended by this Amendment, is hereby confirmed and ratified.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the dates set forth below:

HARBOR HILL LLC, a Washington limited liability company

CITY OF GIG HARBOR, a Washington municipal corporation

By: _____
Jon Rose
Its President

By: _____
Steve Ekberg
Its Mayor Pro Tem

Date: _____

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBITS:

- A - Legal Description of the Property
- I - Revised Phasing Plan

STATE OF WASHINGTON)
 : ss.
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that JON ROSE is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Harbor Hill LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

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

STATE OF WASHINGTON)
 : ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Steve EKberg is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Mayor of the City of Gig Harbor, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

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

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

RESIDENTIAL AREA

TAX PARCEL NUMBERS 4003100010 THROUGH 4003100690
TAX PARCEL NUMBERS 4003100720 THROUGH 4003100750
TAX PARCEL NUMBERS 4003100770 THROUGH 4003100880

LOTS 1 THROUGH 79 INCLUSIVE, EXCEPT THEREFROM LOTS 70,71, and 76, TRACTS 950 THROUGH 957 INCLUSIVE, AND TRACT X OF THE HARBOR HILL PHASE S-9 FINAL PLAT AND PLANNED RESIDENTIAL DEVELOPMENT RECORDED UNDER PIERCE COUNTY AUDITOR'S FILE NUMBER 201312045001.

TAX PARCEL NUMBERS 40031106010 THROUGH 4003110700

LOTS 1 THROUGH 63 INCLUSIVE, TRACT 100, AND TRACTS 944 THROUGH 949 INCLUSIVE, OF THE HARBOR HILL DIVISION N-1 FINAL PLAT AND PLANNED RESIDENTIAL DEVELOPMENT RECORDED UNDER PIERCE COUNTY AUDITOR'S FILE NUMBER 201312045002.

TAX PARCEL NUMBER 0222311000

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST W.M., EXCEPT ROADS, PIERCE COUNTY WASHINGTON.

COMMERCIAL AREA

TAX PARCEL NUMBER 4002470011

THAT PORTION OF LOT 1, BUSINESS PARK AT HARBOR HILL, PER THE PLAT THEREOF RECORDED UNDER AUDITOR'S FILE NUMBER 200605235007, SAID LOT 1 BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., PIERCE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 1 LYING 287.61 NORTHERLY OF THE SOUTHEAST CORNER OF SAID LOT 1, AS MEASURED ALONG THE EAST LINE OF SAID LOT 1, THENCE NORTH 77°06'13" WEST 644.52 FEET TO AN ANGLE POINT IN THE WEST LINE OF SAID LOT 1;

THENCE ALONG THE BOUNDARY OF SAID LOT 1 THE FOLLOWING COURSES:

THENCE NORTH 88°22'24" WEST 110.70 FEET;
THENCE NORTH 05°55'53" EAST 181.58 FEET;
THENCE SOUTH 88°22'24" EAST 33.73 FEET;
THENCE NORTH 14°26'00" EAST 232.65 FEET;
THENCE SOUTH 48°15'42" EAST 247.61 FEET;
THENCE NORTH 77°19'55" EAST 95.23 FEET;
THENCE NORTH 37°16'34" EAST 168.29 FEET;
THENCE SOUTH 88°22'24" EAST 177.38 FEET TO A POINT ON A 766.00 FOOT CURVE TO
THE RIGHT, THE RADIUS OF WHICH BEARS SOUTH 64°21'11" WEST;
THENCE SOUTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 358.65 FEET, THROUGH
A CENTRAL ANGLE OF 26°49'36";
THENCE SOUTH 01°10'47" WEST 189.56 TO THE POINT OF BEGINNING.

TAX PARCEL NUMBER 4002470012

THAT PORTION OF LOT 1, BUSINESS PARK AT HARBOR HILL, PER THE PLAT THEREOF
RECORDED UNDER AUDITOR'S FILE NUMBER 200605235007, SAID LOT 1 BEING A
PORTION OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE
2 EAST, W.M., PIERCE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 1 LYING 287.61 NORTHERLY OF
THE SOUTHEAST CORNER OF SAID LOT 1, AS MEASURED ALONG THE EAST LINE OF SAID
LOT 1, THE FOLLOWING COURSES:

THENCE SOUTH 01°10'47" WEST 287.61 FEET;
THENCE NORTH 88°22'24" WEST 631.54 FEET;
THENCE NORTH 01°15'21" EAST 412.28 FEET TO AN ANGLE POINT IN SAID BOUNDARY;
THENCE DEPARTING SAID BOUNDARY SOUTH 77°06'13" EAST 644.52 FEET TO THE
POINT OF BEGINNING.

TAX PARCEL NUMBER 4002470030

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

TAX PARCEL NUMBER 4002470042

Real property in the County of Pierce, State of Washington, described as follows:
THE NORTHERLY 5.3367 ACRES OF THE REVISED LOT 4 OF THE PLAT OF THE BUSINESS
PARK AT HARBOR HILL PER BOUNDARY LINE ADJUSTMENT RECORDED IN PIERCE

COUNTY, WASHINGTON UNDER RECORDING NO. 200710195003 FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL ADJACENT TO HARBOR HILL DRIVE;

THENCE NORTH 1° 10' 47" EAST ALONG THE EASTERLY MARGIN OF HARBOR HILL DRIVE 514.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 1° 10' 47" EAST ALONG THE EASTERLY MARGIN OF HARBOR HILL DRIVE 428.04 FEET TO THE NORTHERLY BOUNDARY OF THE PARCEL;

THENCE SOUTH 88° 15' 35" EAST ALONG THE NORTHERLY BOUNDARY 585.60 FEET TO THE EASTERLY BOUNDARY OF THE PARCEL;

THENCE SOUTH 05° 02' 54" WEST 12.02 FEET;

THENCE SOUTH 27° 57' 14" WEST 112.58 FEET;

THENCE SOUTH 01° 33' 50" EAST 199.54 FEET;

THENCE SOUTH 00° 23' 25" WEST, 110.52 FEET TO THE SOUTHERLY BOUNDARY OF THE PARCEL;

THENCE NORTH 88° 49' 13" WEST, 545.12 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

(ALSO KNOWN AS LOT 4 PARCEL B OF RECORD OF SURVEY RECORDED UNDER RECORDING NO. 200805135014).

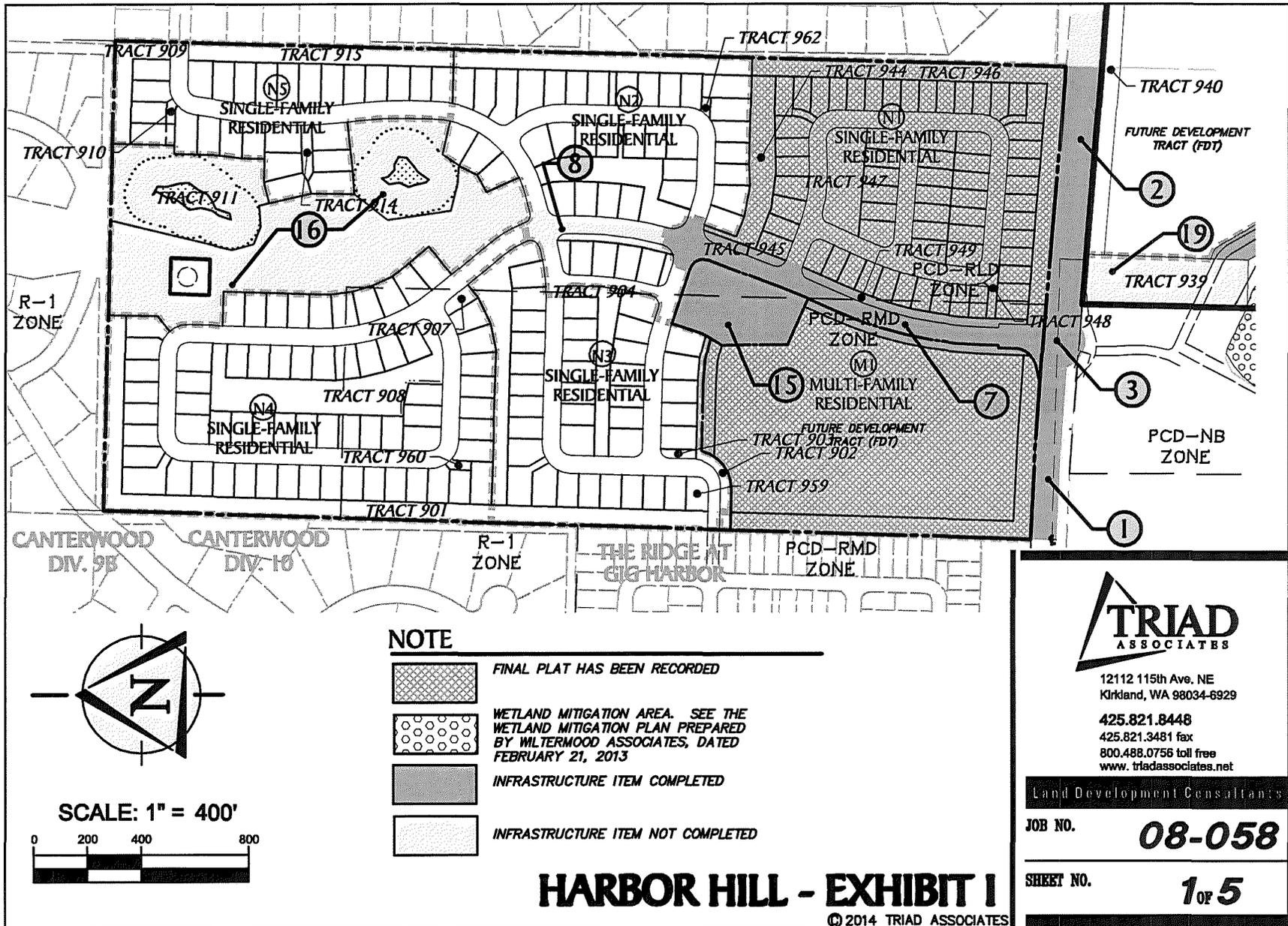
TAX PARCEL NUMBER 4002470052

Real property in the County of Pierce, State of Washington, described as follows:
LOT 5, BUSINESS PARK AT HARBOR HILL, ACCORDING TO THE PLAT THEREOF ON FILE UNDER RECORDING NO. 200605235007 RECORDS OF PIERCE COUNTY, WASHINGTON. EXCEPT THE SOUTH 113.00 FEET THEREOF.

(WHICH WAS FORMERLY KNOWN AS REVISED PARCEL B OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER RECORDING NO. 200710195003).

ALSO EXCEPT THE NORTH 180.00 FEET THEREOF.

(ALSO KNOWN AS REVISED PARCEL B OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER RECORDING NO. 201303155004).

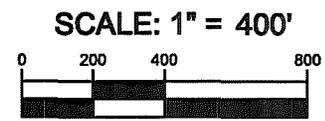
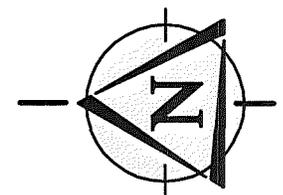
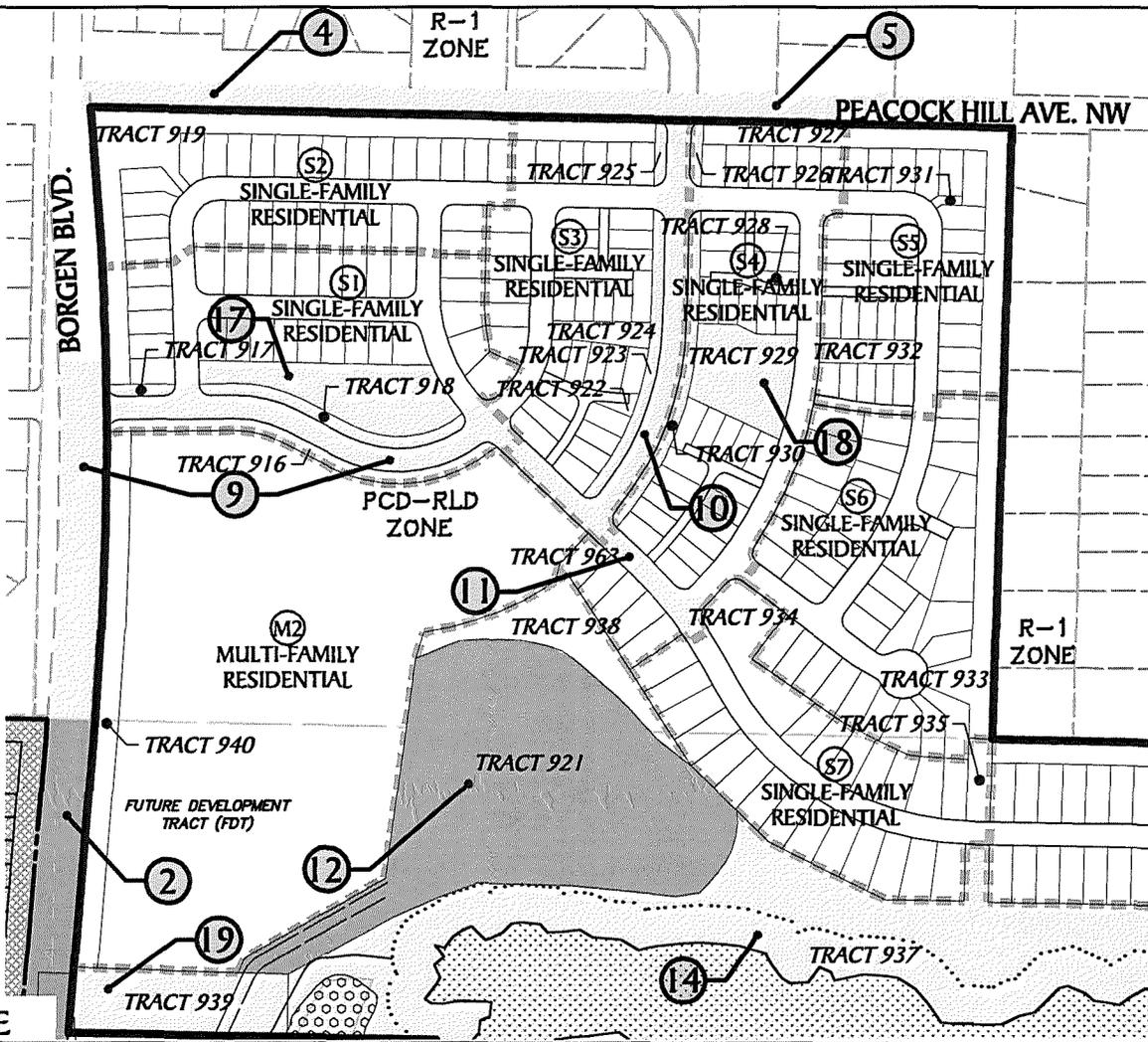


12112 115th Ave. NE
Kirkland, WA 98034-6929
425.821.8448
425.821.3481 fax
800.488.0756 toll free
www.triadassociates.net

Land Development Consultants

JOB NO. **08-058**

SHEET NO. **1 of 5**



NOTE

- FINAL PLAT HAS BEEN RECORDED
- WETLAND MITIGATION AREA. SEE THE WETLAND MITIGATION PLAN PREPARED BY WILTERMOOD ASSOCIATES, DATED FEBRUARY 21, 2013
- INFRASTRUCTURE ITEM COMPLETED
- INFRASTRUCTURE ITEM NOT COMPLETED

HARBOR HILL - EXHIBIT I

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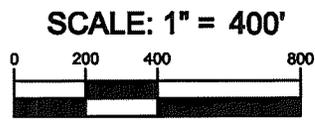
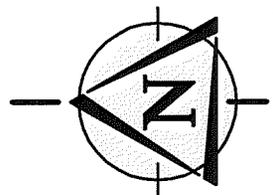
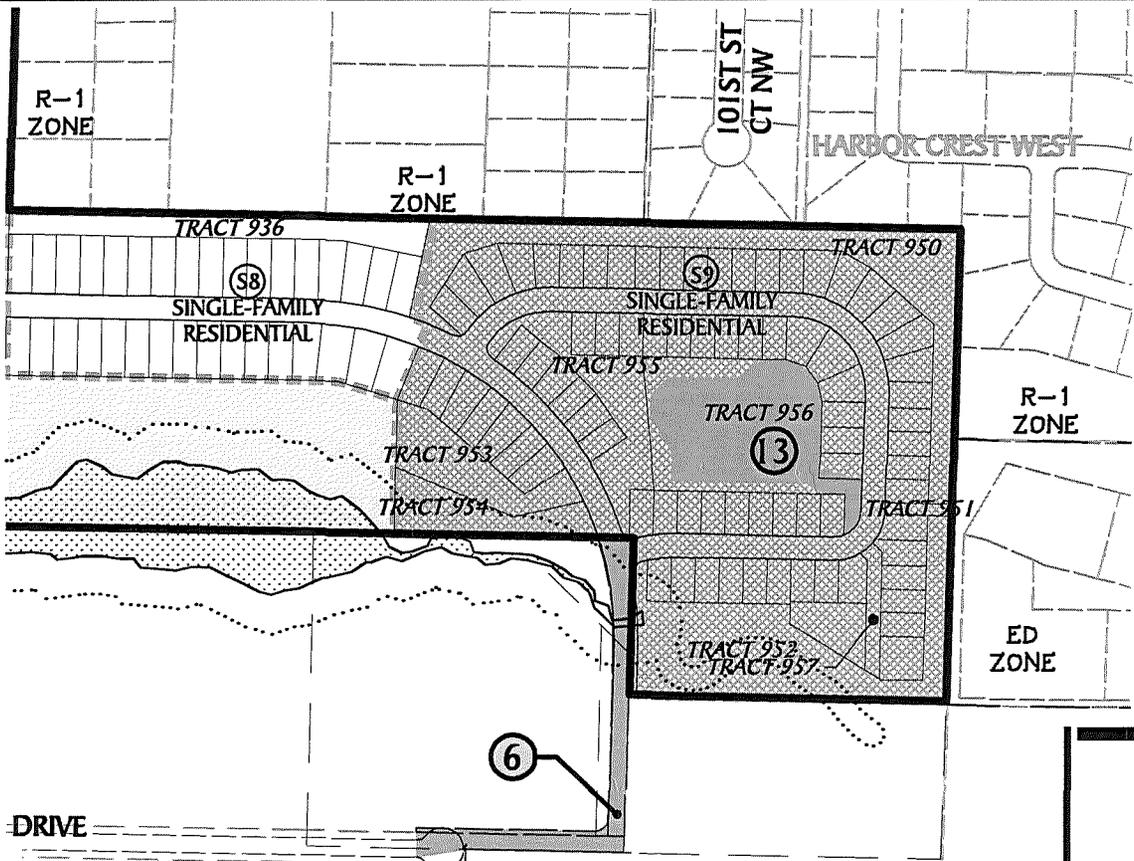


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 Kirkland, WA 98034-6929
 425.821.8448
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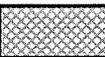
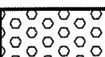
Land Development Consultants

JOB NO. **08-058**

SHEET NO. **2 of 5**



NOTE

- | | | | |
|---|---|---|-----------------------------------|
|  | FINAL PLAT HAS BEEN RECORDED |  | INFRASTRUCTURE ITEM COMPLETED |
|  | WETLAND MITIGATION AREA. SEE THE WETLAND MITIGATION PLAN PREPARED BY WILTERMOOD ASSOCIATES, DATED FEBRUARY 21, 2013 |  | INFRASTRUCTURE ITEM NOT COMPLETED |

HARBOR HILL - EXHIBIT I

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JOB NO. **08-058**

SHEET NO. **3 OF 5**

INFRASTRUCTURE SEQUENCE

INFRASTRUCTURE		DEVELOPMENT PHASE																
		FDT		SFR NORTH					SFR SOUTH									
		M1	M2	N1	N2	N3	N4	N5	S1	S2	S3	S4	S5	S6	S7	S8	S9	
Dwelling Units		172	98	63	37	36	65	26	28	29	32	37	30	38	21	33	79	
ROADS	1. Borgen Blvd Frontage – West	X	..	..	..	..	..	..				
	2. Borgen Blvd Frontage - East		..	X					..	..	..	..	..	..	..
	3. Roundabout on Borgen	X		X	..	..	..	..						
	4. Peacock Hill Ave Frontage – North									X	..	..				
	5. Peacock Hill Ave Frontage - South									..	..	X	X				
	6. Harbor Hill Dr Off-Site															X	X	
	7. North Parkway south section	X		X	X	X	X	X										
	8. North Parkway north section				..	..	X	X									
	9. South Parkway north section/ Borgen Blvd		X						X	X	..	..	..	X	X		
	10. South Parkway south section								..	..	X	X	X	..	..	
	11. South Parcel Collector stub										X	X	..	X	X			
STORM PONDS	12. Detention North (Tract 921)	X	X	X	X	X	X	X	X	X	X	X	X	X				
	13. Detention South (Tract 956)														X	X	X	
OPEN SPACE/ PARKS	14. South Wetland /Loop Trail (Tract 937, Tracts 953, 954)		..												X	X	X	
	15. North Central park (Parcel E - Per Final Plat)	X		X	X	X	X	X										
	16. North Wetland Park (Tracts 911-913)	..		..	..	..	X	X									
	17. South Connector Park (Tract 920)								X	X								
	18. South Central Park (Tract 929)										X	X	..	..		
	19. Gateway Park (Tract 939)		X															

COMPLETED ITEM
COMPLETED ITEM, AS REVISED
COMPLETED ITEM

COMPLETED ITEM
COMPLETED ITEM

COMPLETED ITEM
COMPLETED ITEM

COMPLETED ITEM



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JOB NO. **08-058**

SHEET NO. **4 OF 5**

HARBOR HILL - EXHIBIT I

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INFRASTRUCTURE SEQUENCE NOTES

1. "X" MEANS THAT INFRASTRUCTURE MUST BE COMPLETED PRIOR TO OR CONCURRENT WITH DEVELOPMENT PHASE.
2. "." MEANS CUMULATIVE TRIGGER. THE NOTED INFRASTRUCTURE IMPROVEMENT MAY BE TRIGGERED BY A NUMBER OF THE INDICATED PARCELS COMING ONLINE AHEAD OF THE PRIMARY PARCEL REQUIRING THE IMPROVEMENT. THIS WILL BE DETERMINED IN CONSULTATION WITH THE CITY DURING THE PRE-APPLICATION CONFERENCE FOR THE GIVEN PARCEL APPLICATION.
3. DEVELOPMENT OF SOME PHASES MAY DEPEND ON COMPLETION OF OTHER PHASES FOR ROAD AND UTILITY CONNECTIONS.
4. NUMBERING OF PHASES DOES NOT NECESSARILY INDICATE SEQUENCE OF DEVELOPMENT (EX: N3 AND N4 COULD DEVELOP BEFORE N2).
5. PARKWAY ROAD IMPROVEMENT INCLUDES ABUTTING OPEN SPACE TRACTS.
6. DURING FINAL ENGINEERING DESIGN, ALTERNATE DESIGN SOLUTIONS MAY BE BROUGHT FORWARD. THESE MAY BE APPROVED IF, AND ONLY IF, STAFF FIND THAT THE ALTERNATE DESIGN SOLUTION IS FUNCTIONALLY EQUIVALENT TO THE PRELIMINARY DESIGN SHOWN IN THE PRELIMINARY PLAT/PRD PLANS. FOR EXAMPLE, TEMPORARY STORM DRAINAGE DETENTION COULD BE PROPOSED IF IT PROVIDED EQUIVALENT FLOW DETENTION MITIGATION TO WHAT WAS PROPOSED IN THE PRELIMINARY PLAT/PRD AS LONG AS THERE WAS A MEANS TO DIVERT FLOWS TO THE PERMANENT POND WHEN THE PHASING REQUIRED IT TO BE CONVERTED TO PERMANENT DETENTION.
7. INFRASTRUCTURE ITEM NO. 9 IN TABLE INCLUDES THE ASSOCIATED BORGEN BLVD IMPROVEMENTS.
8. INFRASTRUCTURE ITEMS 14 AND 16 MAY BE COMPLETED IN PHASES.

CONSTRUCTION PHASING CLARIFICATION

PERMIT NUMBER EN-11-0053 CONSISTS OF FOUR CONSTRUCTION PHASES; 1A, 1B, 1C, 1D.

CONSTRUCTION PHASE 1A INCLUDES INFRASTRUCTURE ITEMS 1, 3, 15 AND 19, THE MAJORITY OF ITEM 2 AND A PORTION OF ITEM 7.

CONSTRUCTION PHASE 1B INCLUDES INFRASTRUCTURE ITEM 12 AND THE REMAINDER OF ITEMS 2 AND 7.

CONSTRUCTION PHASE 1C INCLUDES DEVELOPMENT PHASE N1.

CONSTRUCTION PHASE 1D INCLUDES DEVELOPMENT PHASE N2 AND INFRASTRUCTURE ITEM 8.

PERMIT NUMBER EN-12-0069 INCLUDES DEVELOPMENT PHASE S9 AND INFRASTRUCTURE ITEMS 6 AND 13.

PERMIT NUMBER EN-12-0014 INCLUDES DEVELOPMENT PHASE M1.

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JOB NO.

08-058

SHEET NO.

5 OF 5



Business of the City Council
City of Gig Harbor, WA

Subject: Resolution to apply for RCO Grants for the Maritime Pier Fuel and Transient Moorage Project.

Proposed Council Action: Approve and authorize Resolution No. 959 to apply for a RCO-Boating Infrastructure Grant (BIG) funds.

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton *ABS*
Special Projects

For Agenda of: April 28, 2014

Exhibits: Resolution No. 959

	Initial & Date
Concurred by Mayor:	<i>[Signature]</i> 4/23/14
Approved by City Administrator:	<i>[Signature]</i> 4/23/14
Approved as to form by City Atty:	<i>ok by email</i>
Approved by Finance Director:	<i>[Signature]</i> 4/23/14
Approved by Department Head:	_____

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

The attached Resolution is required by the Washington State Recreation and Conservation Office in order to apply for financial assistance from the agency. The Boating Infrastructure Grant (BIG) is for the design and construction (over-water work) for a Fuel Facility and Transient Moorage at the Maritime Pier located at 3003 Harborview Drive.

FISCAL CONSIDERATION

If the BIG Grant is approved, the award would not be confirmed until June of 2015.

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION / MOTION

Move to: Approve and authorize Resolution No. 959 to apply for a RCO-Boating Infrastructure Grant.

RESOLUTION NO. 959

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AUTHORIZING THE SUBMITTAL OF APPLICATION(S) FOR GRANT FUNDING ASSISTANCE FOR BOATING INFRASTRUCTURE GRANT PROJECTS TO THE RECREATION AND CONSERVATION OFFICE AS PROVIDED IN 50 CODE OF FEDERAL REGULATIONS (CFR) PART 86, BOATING INFRASTRUCTURE GRANT PROGRAM: FINAL RULE; WAC 286 AND SUBSEQUENT LEGISLATIVE ACTION.

WHEREAS, the city wishes to expand existing waterfront park property identified as Maritime Pier Fuel and Moorage Facility; and

WHEREAS, under the provisions of the Boating Infrastructure Grant (BIG) program, grant assistance is requested to aid in financing the cost of facility development; and

WHEREAS, our organization considers it in the best public interest to complete the project described in the application(s);

NOW, THEREFORE, BE IT RESOLVED that:

Section 1:

1. The Mayor is authorized to make formal application to the Recreation and Conservation Office for grant assistance;
2. Any grant assistance received will be used for direct costs associated with implementation of the project referenced above;
3. Our organization hereby certifies that our matching share of project funding will be derived from city budget appropriation and that we are responsible for supporting all non-cash commitments to this project should they not materialize.
4. We acknowledge that the grant assistance, if approved, will be paid on a reimbursement basis, meaning we will only request payment from the Recreation and Conservation Office after eligible and allowable costs have been incurred and payment remitted to our vendors, and that the Recreation and Conservation Office will hold retainage until the project is deemed complete.
5. We acknowledge that any property acquired and/or facility developed through grant assistance from the Recreation and Conservation Funding Board must be reasonably maintained and made available to the general public at reasonable hours and times of the year according to the type of area or facility unless other restrictions have been agreed to by the Recreation and Conservation Office Director or the Recreation and Conservation Funding Board.
6. We acknowledge that any facility developed with grant assistance from the Recreation and Conservation Funding Board must be dedicated for public outdoor recreation purposes, and be retained and maintained for such use for a minimum of

20 years from the date of final project reimbursement unless otherwise provided and agreed to by our organization, the Recreation and Conservation Funding Board, and the US Fish and Wildlife Service.

7. We have read both the federal guidelines and state policies for the BIG program and agree to abide by those guidelines and policies, and as BIG grants are federal funds, our organization must comply with all applicable federal laws.
8. This resolution becomes part of a formal application to the Recreation and Conservation Office for grant assistance; and
9. We provided appropriate opportunity for public comment on this application.

THIS RESOLUTION WAS ADOPTED BY OUR ORGANIZATION DURING THE MEETING HELD:

Location: City of Gig Harbor Civic Center

Date: April 28, 2014

SIGNED AND APPROVED BY THE FOLLOWING AUTHORIZED REPRESENTATIVE:

Steven K. Ekberg, Mayor Pro Tem

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:

Angela Summerfield, City Attorney

Filed with the City Clerk: 04/22/14
Passed by the City Council: 04/28/14
Resolution No. 959



AJO Consulting

Arvilla Ohlde

15191 E. SR 106
Belfair, WA. 98528
360-275-3409
arvilla@hctc.com

April 27, 2014

Mayor Jill Guernsey
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA. 98335

RE: Consultant Services for grant writing for the grant application to the Recreation and Conservation Office (RCO) / 2014 Boating Infrastructure Grant Program (BIG) for the City of Gig Harbor Fuel & Transient Moorage Facility Tier 2 #14-1614 with application due date of May 1, 2014.

Mayor Guernsey:

Thank you for your call late last week and the opportunity you allowed for me to look into the information provided by the City of Gig Harbor to research the possibilities of entering into contract services.

In my opinion the timeline (RCO grant application deadline May 1, 2014) you have given me and forced upon yourself is really not compatible with achieving a successful conclusion for this project.

The City of Gig Harbor has a positive and well deserved reputation with the Recreation and Conservation Office grant program.

I (AJO Consulting) have had the pleasure of working with the City on two projects. They both ranked very high and were successful in achieving funding.

This is a very good project. It has all of the elements that should have it score high with the RCO in the BIG program. I encourage you to continue with it for a future grant opportunity. This will allow you more time to bring forward a very worthy project with optimistic grant funding results.

At this time, AJO Consulting chooses not to execute a contract agreement for grant writing with the City of Gig Harbor on this particular 2014 project.

Sincerely,

Arvilla J. Ohlde, Owner

Cc: Steven K Ekberg, Mayor Pro Tem
Jeff Langhelm PE, Public Works Director
Shawna Wise, Executive Assistant City Administrator

Greetings City Council Members:

Please accept this memo as a recommendation for you to pass Resolution # 959 tonight. A favorable vote on this tonight is a necessary step in allowing the BIG grant (aka Boating Infrastructure Grant) proposal to go forward regarding the possible expanded Maritime Pier facility to accommodate such needs as additional transient moorage opportunities, a fuel dock, dinghy dock access, expanded public access, and preservation of the commercial fishing boats navigational ability to continue their load/offload operations on the existing pier. The proposal before you has been also been carefully reviewed by the adjacent dock and property owners including the Tides Tavern owners to the South, and to the North The Morris dock, and the Russell docks.

Passing Resolution # 959 tonight will:

1. Further implement the Boating Destination council resolution passed in June of 2012.
2. Further the implementation of the Vision Statement passed by the Council in December of 2012
3. Recognize this proposal as a complement to the proposed uses at the Ancich site, which includes additional commercial vessel/fishing boat moorage and access for human powered craft, and also a complement to the sometimes overcrowded dock at Jerisich Park.
4. Make possible further processing of the BIG (boating infrastructure) grant that needs to be complete on or about 5/1/14 (3 days from now!)
5. Respond to continual local and regional observation by boaters, residents, and the public that additional transient moorage AND a marine fuel facility are needed in Gig Harbor.
6. Recognize that passing this in no way forecloses opportunities for future public comment/input as those opportunities will become widely available IF this proposal gets to the permitting and environmental consideration/mitigation phases of the project over the next few years.
7. Give validation to the hard work performed by community volunteers for over 2 years, and lately and more intensely, over the past 4 months, whose study and discussion and debate over this proposed design has been significant. (volunteers of the MPEC committee aka Maritime Pier Extension Committee)

Thank you,

Dave Morris
Committee chair – Maritime Pier Extension Committee
2809 Harborview Dr

Towslee, Molly

From: Gary Glein <gaglein@comcast.net>
Sent: Monday, April 28, 2014 12:43 PM
To: Payne, Tim; Ekberg, Steve; Arbenz, Casey; Lovrovich, Rahna; Malich, Ken; Perrow, Michael; paulkadzik@comcast.net
Cc: Guernsey, Jill; executivedirector@ghhwa.org; Towslee, Molly
Subject: Resolution 959 - Maritime Pier Fuel Dock

We understand the resolution to apply for a RCO-Boating Infrastructure Grant is on the Consent Agenda tonight. We support development of downtown marine infrastructure and encourage careful consideration of this proposal.

The Downtown Waterfront Alliance was appointed to a four person committee to advise the city on development of this property in June 2010. This stakeholder group has always supported a development to provide for both commercial and recreational boating. The council voted to support this approach in December 2010 but the initial development was only able to focus on the commercial boating aspects.

Since that time the Council has voted to make Gig Harbor a "boating destination" in June 2012 (Res. 905) and has included development of boating infrastructure in their December 2012 vision statements. The expansion of the Maritime Pier for marine fuel, overnight moorage, dinghy tie-up and a public access dock will do much to realize the City's goals.

The proposed design represents a balanced approach which has considered input from the commercial fisherman, recreational boaters, the city and adjoining properties. Committee members have been meeting for several months to give input and suggestions for this improvement.

This grant application needs to be submitted now for potential approval in June 2015. During review, more detailed design would be completed and a two year permitting process could be started. If successful, these improvements would create greater downtown economic stability while reinforcing our character as a maritime city.

Your consideration of this grant application is greatly appreciated.

Gary Glein
President – Downtown Waterfront Alliance

www.gigharborwaterfront.org



"Bringing Together Our Community - Encouraging Our Economic Vitality - Preserving Our Historic Character"

perrowm@cityofgigharbor.net



Business of the City Council
City of Gig Harbor, WA

Subject: Resolutions to apply for RCO Grants for the development Ancich Park.

Proposed Council Action: Approve Resolutions No. 960, No. 961 and No. 962 to apply for Recreation and Conservation park development funds.

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton Special Projects *AS*

For Agenda of: April 28, 2014

Exhibits: Resolutions

	Initial & Date
Concurred by Mayor:	_____
Approved by City Administrator:	<i>R 4/24/14</i>
Approved as to form by City Atty:	<i>degrua email</i>
Approved by Finance Director:	_____
Approved by Department Head:	_____

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

The attached Resolutions are required by the Washington State Recreation and Conservation Office in order to apply for financial assistance from the agency. The WWRP-Water Access, WWRP-ALEA, and WWRP-LWCF grants are for the design and construction of Ancich Waterfront Park and Moorage facility at 3555, 3535 and 3625 Harborview Drive.

FISCAL CONSIDERATION

All submittals represent reimbursement grants that will be matched with the original \$1.6 million dollar acquisition investment for the Ancich site. If any of the grants are approved, the award would not be confirmed until June of 2015.

BOARD OR COMMITTEE RECOMMENDATION

The Parks Commission held multiple public meetings and an Open House to gather input and review the proposed development of Ancich Park.

RECOMMENDATION / MOTION

Move to: Approve Resolutions No. 960, No. 961 and No. 962 to apply for Recreation and Conservation park development funds.

RESOLUTION NO. 960

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AUTHORIZING THE SUBMITTAL OF APPLICATION(S) FOR GRANT FUNDING ASSISTANCE FOR THE AQUATIC LANDS ENHANCEMENT ACCOUNT TO THE RECREATION AND CONSERVATION OFFICE AS PROVIDED IN THE REVISED CODE OF WASHINGTON 79.105.150, WASHINGTON ADMINISTRATIVE CODE 286, AND SUBSEQUENT LEGISLATIVE ACTION.

WHEREAS, the city wishes to develop the waterfront park property identified as **Ancich Water Access Park**; and

WHEREAS, under the provisions of the ALEA program, grant assistance is requested to aid in financing the cost of *facility development*; and

WHEREAS, our organization considers it in the best public interest to complete the project described in the application(s);

NOW, THEREFORE, BE IT RESOLVED that:

Section 1:

1. The Mayor is authorized to make formal application to the Recreation and Conservation Office for grant assistance;
2. Any grant assistance received will be used for direct costs associated with implementation of the project referenced above;
3. Our organization hereby certifies that our matching share of project funding will be derived from city budget appropriation and that we are responsible for supporting all non-cash commitments to this project should they not materialize.
4. We acknowledge that the grant assistance, if approved, will be paid on a reimbursement basis, meaning we will only request payment from the Recreation and Conservation Office after eligible and allowable costs have been incurred and payment remitted to our vendors, and that the Recreation and Conservation Office will hold retainage until the project is deemed complete.
5. We acknowledge that any facility developed and/or property restored through grant assistance from the Recreation and Conservation Funding Board must be reasonably maintained and made available to the general public unless other restrictions have been agreed to by the Recreation and Conservation Office Director or the Recreation and Conservation Funding Board.
6. We acknowledge that any facility developed and/or property restored with grant assistance from the Recreation and Conservation Funding Board must be dedicated for public purposes and be retained and maintained for perpetuity otherwise provided and agreed to by our organization and the Recreation and Conservation Funding Board.

7. This resolution becomes part of a formal application to the Recreation and Conservation Office for grant assistance; and
8. We provided appropriate opportunity for public comment on this application.

THIS RESOLUTION WAS ADOPTED BY OUR ORGANIZATION DURING THE MEETING HELD:

Location: City of Gig Harbor Civic Center Date: April 28, 2014

SIGNED AND APPROVED BY THE FOLLOWING AUTHORIZED REPRESENTATIVE:

Steven K. Ekberg, Mayor Pro Tem

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:

Angela Summerfield, City Attorney

Filed with the City Clerk: 04/22/14
Passed by the City Council: 04/28/14
Resolution No. 960

RESOLUTION NO. 961

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AUTHORIZING THE SUBMITTAL OF APPLICATION(S) FOR GRANT FUNDING ASSISTANCE FOR THE LAND AND WATER CONSERVATION FUND PROJECT(S) TO THE RECREATION AND CONSERVATION OFFICE AS PROVIDED IN TITLE 16, USC, CHAPTER 4601-4 AS AMENDED; WAC 286 AND SUBSEQUENT LEGISLATIVE ACTION.

WHEREAS, the city wishes to develop the waterfront park property identified as **Ancich Waterfront Park**; and

WHEREAS, our organization has approved a comprehensive parks and recreation plan that includes this project; and

WHEREAS, under the provisions of the Land and Water Conservation Fund (LWCF) program, state grant assistance is requested to aid in financing the cost of facility development; and

WHEREAS, our organization considers it in the best public interest to complete the project described in the application(s);

NOW, THEREFORE, BE IT RESOLVED that:

Section 1:

1. The Mayor is authorized to make formal application to the Recreation and Conservation Office for grant assistance;
2. Any grant assistance received will be used for direct costs associated with implementation of the project referenced above;
3. Our organization hereby certifies that our matching share of project funding will be derived from city budget appropriation and that we are responsible for supporting all non-cash commitments to this project should they not materialize.
4. We acknowledge that the grant assistance, if approved, will be paid on a reimbursement basis, meaning we will only request payment from the Recreation and Conservation Office after eligible and allowable costs have been incurred and payment remitted to our vendors, and that the Recreation and Conservation Office will hold retainage until the project is deemed complete.
5. We acknowledge that any facility developed through grant assistance from the Recreation and Conservation Funding Board must be reasonably maintained and made available to the general public at reasonable hours and times of the year according to the type of area or facility unless other restrictions have been agreed to by the Recreation and Conservation Office Director or the Recreation and Conservation Funding Board and the National Park Service.

6. We acknowledge that any facility developed with grant assistance from the Recreation and Conservation Funding Board must be dedicated for public outdoor recreation purposes, and be retained and maintained for such use for perpetuity unless otherwise provided and agreed to by our organization and the Recreation and Conservation Funding Board and the National Park Service.
7. We have read both the federal guidelines and state policies for the LWCF program and agree to abide by those guidelines and policies, and as LWCF grants are federal funds, our organization must comply with all applicable federal laws.
8. This resolution becomes part of a formal application to the Recreation and Conservation Office for grant assistance; and
9. We provided appropriate opportunity for public comment on this application.

THIS RESOLUTION WAS ADOPTED BY OUR ORGANIZATION DURING THE MEETING HELD:

Location: City of Gig Harbor Civic Center Date: April 28, 2014

SIGNED AND APPROVED BY THE FOLLOWING AUTHORIZED REPRESENTATIVE:

Steven K. Ekberg, Mayor Pro Tem

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:

Angela Summerfield, City Attorney

Filed with the City Clerk: 04/22/14
Passed by the City Council: 04/28/14
Resolution No. 961

RESOLUTION NO. 962

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AUTHORIZING THE SUBMITTAL OF APPLICATION(S) FOR GRANT FUNDING ASSISTANCE FOR THE RECREATION AND CONSERVATION OFFICE AS PROVIDED IN CHAPTER 79A.15 RCW, ACQUISITION OF HABITAT CONSERVATION AND OUTDOOR RECREATION LANDS, WAC 286 AND SUBSEQUENT LEGISLATIVE ACTION.

WHEREAS, the city wishes to develop the waterfront park property identified as **Ancich Multi-Use Boating Center**; and

WHEREAS, our organization has approved a comprehensive parks and recreation plan or habitat conservation plan that includes this project; and

WHEREAS, under the provisions of the Washington Wildlife and Recreation Program (WWRP), state grant assistance is requested to aid in financing the cost of facility development; and

WHEREAS, our organization considers it in the best public interest to complete the project described in the application(s);

NOW, THEREFORE, BE IT RESOLVED that:

Section 1:

1. The Mayor is authorized to make formal application to the Recreation and Conservation Office for grant assistance;
2. Any grant assistance received will be used for direct costs associated with implementation of the project referenced above;
3. Our organization hereby certifies that our matching share of project funding will be derived from city budget appropriation and that we are responsible for supporting all non-cash commitments to this project should they not materialize.
4. We acknowledge that the grant assistance, if approved, will be paid on a reimbursement basis, meaning we will only request payment from the Recreation and Conservation Office after eligible and allowable costs have been incurred and payment remitted to our vendors, and that the Recreation and Conservation Office will hold retainage until the project is deemed complete.
5. We acknowledge that any facility developed through grant assistance from the Recreation and Conservation Funding Board must be reasonably maintained and made available to the general public at reasonable hours and times of the year according to the type of area or facility unless other restrictions have been agreed to by the Recreation and Conservation Office Director or the Recreation and Conservation Funding Board.

6. We acknowledge that any facility developed with grant assistance from the Recreation and Conservation Funding Board must be dedicated for public outdoor recreation purposes, and be retained and maintained for such use for perpetuity unless otherwise provided and agreed to by our organization and the Recreation and Conservation Funding Board.
7. This resolution becomes part of a formal application to the Recreation and Conservation Office for grant assistance; and
8. We provided appropriate opportunity for public comment on this application.

THIS RESOLUTION WAS ADOPTED BY OUR ORGANIZATION DURING THE MEETING HELD:

Location: City of Gig Harbor Civic Center

Date: April 28, 2014

SIGNED AND APPROVED BY THE FOLLOWING AUTHORIZED REPRESENTATIVE:

Steven K. Ekberg, Mayor Pro Tem

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:

Angela Summerfield, City Attorney

Filed with the City Clerk: 04/22/14
Passed by the City Council: 04/28/14
Resolution No. 962