

City Council Meeting

**April 25, 2016
5:30 p.m.**



AGENDA
GIG HARBOR CITY COUNCIL
April 25, 2016 – Council Chambers

CALL TO ORDER / ROLL CALL:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes Apr 11, 2016.
2. Liquor License Action: a) Renewals: Harbor History Museum, Morso, St. Anthony Hospital, Gig Harbor Yacht Club, The Green Turtle, Waterfront Farmers Market, Panda Garden, Happy at the Bay Teriyaki, Harbor Greens, Maritime Inn, and Gig Harbor Farmers Market at Uptown; b) Application: Pho Ever and Wok; c) Renewals: Susanne's Bakery & Deli, Walgreens, Cigar Land GH, Anthony's at Gig Harbor, Tanglewood Grill, Sunset Grill, Bistro Satsuma, and Heritage Distilling Co. (2).
3. Receive and File: a) Public Works Committee Minutes of February 8 and March 14, 2016; b) Planning Commission Minutes March 17, 2016; c) 1st Quarter Financial Report.
4. Digital Orthophotography Partner Agreement – Interagency Agreement with Pierce County for 2016-2018.
5. Settlement Agreement – Evergreen Forestry Resources.
6. Approval of Payment of Bills Apr 25, 2016: Checks #81016 through #81136 and ACH payments in the amount of \$582,474.17.

PRESENTATIONS:

1. Presentation of Lifesaving Award – Officer Garret Chapman.
2. Law Day - Recognition of Contest Winners.
3. South Sound 911 Update – Andrew Neiditz, Executive Director.

OLD BUSINESS:

NEW BUSINESS:

1. Public Hearing - Boating Infrastructure Grant (BIG).
2. Resolution No. 1035 – Setting a Hearing Date for Woodworth Avenue Street Vacation – Michael K. Hall and Kristine J. Hochberg.
3. Resolution No. 1036 - Sole Source Purchase for HVAC Equipment.

CITY ADMINISTRATOR / STAFF REPORT:

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Planning / Building Committee: Mon. May 2nd at 5:30 p.m.
2. Public Works Committee: Mon. May 9th at 4:00 p.m.

ADJOURN:

Americans with Disabilities (ADA) accommodations provided upon request. Those requiring special accommodations please contact the City Clerk at (253) 853-7613 at least 24 hours prior to the meeting.

























MINUTES
GIG HARBOR CITY COUNCIL
April 11, 2016 – Council Chambers

CALL TO ORDER / ROLL CALL:

Mayor Guernsey and Councilmembers Malich, Arbenz, Perrow, Lovrovich, Payne, and Kadzik. Councilmember Ekberg was absent.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes Mar 28, 2016.  
2. Correspondence / Proclamations: Parks Appreciation Day Proclamation.  
3. Liquor License Action: Special Occasion - GH Kiwanis – Uptown Pavilion.  
4. Receive and File: a) Intergovernmental Affairs Committee Minutes 3-28-16;   b) 2015 Boat Shop Annual Report;   c) GH Canoe and Kayak Racing Team 2015 Year End Report.  
5. Concerts in the Park / Summer Sounds at Skansie Contracts.  
6. Public Works Operations Building – Professional Services Contract / Grette Associates.  
7. Purchase Authorization for Street Lights.  
8. Resolution No. 1030 – Surplus Equipment Public Works.  
9. Resolution No. 1031 - Dedication of 50th Street Right of Way.  
10. Resolution No. 1032 – Execute WSDOT Local Agency Agreement and Federal Aid Project Prospectus for Kimball Drive and Hunt Street Overlay Project.  
11. Approval of Payroll for the month of March 2016: Checks #7652 through #7660 and direct deposits in the amount of \$388,379.96.
12. Approval of Payment of Bills: Apr 11, 2016: Checks #80898 through #81015 and ACH payments in the total amount of \$1,682,618.85.

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



PRESENTATIONS:

1. [Volunteer Appreciation](#). Mayor Guernsey explained that the city has over 100 volunteers that spend many hours for the city and thanked everyone for their service. She asked that all volunteers in the audience stand and be recognized. She shared that the C.O.P.S. volunteers put in over 2,311 hours

2. [Parks Appreciation Day Proclamation](#). Mayor Guernsey presented the signed document to Parks Commissioner, Rick Offner. Mr. Offner said that this event is a way for the citizens to show their appreciation for the area's parks. He invited everyone to come and participate.

3. [Chamber of Commerce Promotional Video](#). Chamber President Warren Zimmerman shared the new promotional video to provide information to businesses and individuals interested in coming here.

OLD BUSINESS:

1. [Second Reading of Ordinance No. 1335 – Parks, Recreation, and Open Space Plan](#).  

Public Works Director Jeff Langhelm presented a brief background for the adoption of the PROS Plan. He responded to Council questions.

MOTION: Move to adopt Ordinance No. 1335 adopting a new Parks, Recreation, and Open Space (PROS) Plan.
Malich / Perrow - unanimously approved.

2. [Donkey Creek Park Tree Cutting Project – Small Public Works Contract.](#)  

Public Works Director Jeff Langhelm summarized the project and responded to the questions posed at the last council meeting regarding this contract to remove diseased and damaged trees in Donkey Creek Park.

MOTION: Move to approve a Small Public Works Contract with Ron's Stump Removal & Tree Service, LLC in the amount of \$9,819.25, and authorize the Public Works Superintendent to approve additional expenditures up to \$900.00 for contract change orders.
Payne / Lovrovich - unanimously approved.

NEW BUSINESS:

1. [Resolution No. 1033 - Discretionary Performance-Based Pay.](#)  

City Administrator Ron Williams, and HR Analyst Mary Ann McCool presented the background information for this resolution to include the non-represented employees in the Discretionary Performance-Based Pay Plan. They answered Council questions.

MOTION: Move to adopt Resolution No. 1033 amending the 2007 City of Gig Harbor Personnel Regulations to include the Non-Represented Employees in the Discretionary Performance-Based Pay Plan.
Payne / Malich - unanimously approved.

2. [Zoo / Trek Authority Board – Second Ballot Request.](#)  

City Clerk Molly Towslee explained that the County did not receive the required 60% of the population ballots in the last effort. Four nominees were eliminated, and another vote is requested.

MOTION: Move to cast a vote for Denise McCluskey from the City of University Place to serve as a member of the Zoo and Trek Authority Board for a three-year term, representing the 11 larger cities and towns with the Pierce County Regional Council Boundary.
Kadzik / Payne - unanimously approved.

CITY ADMINISTRATOR / STAFF REPORT:

1. [Olympic Towne Center Traffic Mitigation.](#) Senior Engineer Emily Appleton presented a brief overview of the required mitigation for this project. Using illustrations, she explained future plans for channelization at the Olympic Drive/Point Fosdick/32nd Street intersections. She then answered Council questions.

2. [Jerisich Dock Water & Power Ribbon Cutting.](#) Public Works Director Jeff Langhelm showed photos of the twelve newly installed power and water pedestals and the payment kiosk at Jerisich Dock and gave an overview of how the program will work. He announced that the ribbon cutting is planned for April 20th.

3. [Flood Control Zone District Update.](#) Director Langhelm provided an update on the recent meeting he attended to discuss failing river basins and planned capital projects to address flooding. A public meeting is planned in Puyallup on April 19th to obtain public input.

4. [Permitting Process Update.](#) City Administrator Ron Williams introduced Consultant Kurt Latimore to present information on a proposal to assist the city in streamlining the permitting process. This is a follow-up from the Council retreat this spring.

[Kurt Latimore](#) presented information on a proposal to improve the development review process in Gig Harbor. He then addressed Council questions.

PUBLIC COMMENT:

[Doug Johnson – 9815 40th Ave. Ct. NW.](#) Mr. Johnson gave an update on what has happened since he last came to Council. He mentioned that the builder has a stop work order on another project in Gig Harbor, but nothing has been done about the project at Peacock Meadows. He asked the city to enforce the building codes.

Mayor Guernsey encouraged Mr. Johnson to touch base with the City Administrator and Public Works Director.

MAYOR'S REPORT / COUNCIL COMMENTS:

[Mayor Guernsey: Boating Infrastructure Grant.](#) Mayor Guernsey announced that an open house and public hearing is scheduled to gain public input for this proposed grant application at the next Council meeting on April 25th.

[Councilmember Lovrovich](#) reported that she witnessed a couple of junior high students walking along the pipe under the Donkey Creek Bridge. She asked if something could be done to deter this behavior and prevent potential damage or injury.

[Councilmember Payne](#) explained that the Lodging Tax Advisory Committee committed funds for the Chamber of Commerce video shown earlier, and said there is still an opportunity for the city to commit additional funds from the General Fund in support of this effort. He then encouraged Administration to continue to work towards a quick resolution for the Johnsons.

[Councilmember Perrow](#) reported on the additional drop boxes around the city that do not have business licenses. He offered to provide the City Clerk with an updated list of those he had observed.

[Councilmember Arbenz](#) echoed comments from Councilmember Payne regarding finding a solution for the Johnson's and Elliot's as soon as possible.

ANNOUNCEMENT OF OTHER MEETINGS: None at this time.

ADJOURN TO EXECUTIVE SESSION:

Council adjourned to Executive Session at 7:15 p.m. for the purpose of discussing potential litigation per RCW 42.30.110(i) for approximately ten minutes. No action was anticipated.

Council returned to regular session at 7:23 p.m. and adjourned the meeting.

Mayor Jill Guernsey

Molly Towslee, City Clerk

C091080-2 WASHINGTON STATE LIQUOR AND CANNABIS BOARD DATE: 03/06/2016
 LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
 (BY ZIP CODE) FOR EXPIRATION DATE OF 20160630

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
9. HARBOR GREENS, LLC	HARBOR GREENS 5225 OLYMPIC DR NW GIG HARBOR WA 98335 1763	400986	GROCERY STORE - BEER/WINE SPIRITS RETAILER
10. MARITIME INN CORPORATION	MARITIME INN 5212 HARBORVIEW DR GIG HARBOR WA 98335 2125	403597	MOTEL
11. GIG HARBOR FARMERS MARKET AT U	GIG HARBOR FARMERS MARKET AT UPTOWN SHOP CNTR 4701 PT. FOSDICK DR GIG HARBOR WA 98335 2319	407877	FARMERS MARKET FOR BEER/WINE

NOTICE OF LIQUOR LICENSE APPLICATION

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: http://lcb.wa.gov

TO: MOLLY TOWSLEE, CITY CLERK
RE: NEW APPLICATION

RETURN TO: localauthority@sp.lcb.wa.gov
DATE: 4/13/16

UBI: 603-328-784-001-0003

License: 422946 - 1U County: 27
Tradename: PHO EVER & WOK

APPLICANTS:

SUNG HWA CORPORATION

Loc Addr: 4819 POINT FOSDICK DR NW
 #D300
 GIG HARBOR WA 98335-1787
Mail Addr: 9602 SOUTH TACOMA WAY STE B
 LAKEWOOD WA 98499-4454

KIM, SUNG HWA
 1975-02-02
SHIN, YE CHUL
 (Spouse) 1971-05-10

Phone No.: 253-984-9530 YOUNG JOO KIM

Privileges Applied For:
BEER/WINE REST - BEER

As required by RCW 66.24.010(8), the Liquor and Cannabis 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

C091080-2 WASHINGTON STATE LIQUOR AND CANNABIS BOARD DATE: 04/07/2016
 LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
 (BY ZIP CODE) FOR EXPIRATION DATE OF 20160731

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. TUNNEY, MICHAEL S	SUSANNE'S BAKERY & DELI 3411 HARBORVIEW DR GIG HARBOR WA 98332 2127	408550	BEER/WINE REST - BEER/WINE
2. WALGREEN CO.	WALGREENS #12910 4840 BORGES BLVD NW GIG HARBOR WA 98332 6826	405890	GROCERY STORE - BEER/WINE SPIRITS RETAILER
3. LEE, UI SUP	CTGAR LAND-GIG HARBOR 11430 51ST AVE NW STE 103 GIG HARBOR WA 98332 7897	087024	BEER/WINE SPECIALTY SHOP
4. MAD ANTHONY'S INCORPORATED	ANTHONY'S AT GIG HARBOR 8827 N HARBORVIEW DR GIG HARBOR WA 98335 0000	351502	SPIRITS/BR/WN REST LOUNGE + OFF-PREMISES SALE WINE
5. HINDQUARER II, INC.	TANGLEWOOD GRILL 3222 56TH ST GIG HARBOR WA 98335 1359	082991	SPIRITS/BR/WN REST LOUNGE KEGS TO GO
6. MORRIS, LLC	SUNSET GRILL 4926 POINT FOSDICK DR NW GIG HARBOR WA 98335 1713	072299	SPIRITS/BR/WN REST LOUNGE + CATERING
7. JAPANESE CREATIVE CUISINE, INC	BISTRO SATSUDA 5315 PT FOSDICK NW GIG HARBOR WA 98335 1720	077012	BEER/WINE REST - BEER/WINE
8. HERITAGE DISTILLING COMPANY, I	HERITAGE DISTILLING COMPANY 3118 HARBORVIEW DR GIG HARBOR WA 98335 2124	418676	CRAFT DISTILLERY

C091080-2 WASHINGTON STATE LIQUOR AND CANNABIS BOARD DATE: 04/07/2016

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20160731

LICENSEE

BUSINESS NAME AND ADDRESS

LICENSE
NUMBER

PRIVILEGES

9 - HERITAGE DISTILLING COMPANY, I

HERITAGE DISTILLING COMPANY
3207 57TH STREET CT NW STE 1
GIG HARBOR WA 98335 7586

409322

CRAFT DISTILLERY

**MINUTES
CITY OF GIG HARBOR
PUBLIC WORKS COMMITTEE
Monday, February 8, 2016 – 4:00 p.m.
Public Works Conference Room**

CALL TO ORDER / ROLL CALL:

Council Member – Steven Ekberg: Present
Council Member – Rahna Lovrovich: Present
Council Member – Ken Malich: Present
Public Works Director – Jeff Langhelm: Present
Chief of Police – Kelly Busey: Present
Public Works Superintendent – Greg Foote: Present
Executive Assistant – Maureen Whitaker: Present
Mayor Jill Guernsey: arrived at 4:30 p.m.

OTHERS IN ATTENDANCE:

Council Member Tim Payne
Jared Van Komen
Lee Van Komen

APPROVAL OF MINUTES:

[Approval of January 11, 2016 Minutes](#)  

The Minutes of January 11, 2016 were approved.

OLD BUSINESS: none

NEW BUSINESS:

1. [Eagle Scout Project Proposal – Jared Van Komen](#)  

Boy Scout Jared Van Komen presented a proposal for his Eagle Scout Service Project for a Cushman Trail trailhead kiosk at Borgen Boulevard. He stated that this kiosk is a good way to have a centralized location for information that may include a map and safety tips with doggie waste bag receptacle attached. He credited Michael Perrow for mentoring him on this project. Jared said that he has already received approval from Tacoma Public Utilities regarding two preferred locations of the kiosk, which was included in his handout. He stated that he has also presented his project and received approval from the Parks Commission, who was in favor of location #2. Jared stated that if his proposal is approved by the PW Committee, he will then present his proposal to City Council. He explained that he priced out the materials to build a one-sided kiosk at Home Depot and the cost is approximately \$1,300. He plans on raising the funds through several fund raisers.

Councilmember Ekberg stated that he liked location #1 and complimented Jared's design. He suggested using this design as a prototype for other signs and suggested to use both sides on the kiosk for information. Jared stated that he had only planned on one side because the plexiglass is the most expensive component of the project so he wasn't sure if that was an

option. Councilmember Lovrovich expressed that she may be able to help him get a better price on the plexiglass to accommodate a two-sided kiosk.

Councilmember Ekberg also suggested using symbols to reduce wording. Councilmember Malich expressed that he was in favor of Jared's proposal and the PW Committee suggested that he move his proposal forward to City Council.

2. [Harbor Code Update – Chief Busey](#)

Chief Busey presented his proposed changes to the Gig Harbor Municipal Code Chapter 8.24 in an effort to clean up the existing code. One interesting addition was language in section 8.24.002 that identified a portion of city limits that extends outside of Gig Harbor Bay towards Point Defiance and therefore removing the reference to Pierce County's jurisdiction within Gig Harbor Bay.

Councilmember Malich expressed concern about human powered watercraft that occasionally interferes with the safe navigation of boaters coming in and out of Gig Harbor Bay. Chief Busey stated that education is key and his department has provided safety information to a paddleboard rental company in Gig Harbor who in turn has expressed interest in providing this information to their paddleboard renters. Chief Busey said that it is within his authority to enforce the federal rights-of-way laws.

3. [Water Meter Technologies and Conversions – Jeff Langhelm/Greg Foote](#)

Jeff Langhelm explained that city staff is converting to touch screen meters which will provide better accuracy in meter reading while reducing the number of meter re-reads. This type of technology uses a hand-held wand and will not require the meter reader to physically open up the meter boxes but will still require the meter reader to physically find the box for each read, which has its benefits.

Councilmember Ekberg asked about costs. Mr. Langhelm stated that there is a cost to convert but the costs will be reduced by not having so many re-reads. He explained that there is \$40,000 in the 2015-16 budget which will be used to buy a series of meters on a route. Old meters will be replaced, however, Greg Foote stated that on the newer meters, only the registers and pads need to be replaced. There is a 25-year warranty on the registers and pads and there are no batteries required, which is a cost savings.

Mr. Langhelm stated that the city does not have a dedicated meter reader. Currently two maintenance workers perform this function and a third backup may be needed, from 1/4 FTE to a 1/3 FTE.

PUBLIC COMMENT:

ANNOUNCEMENT OF OTHER MEETINGS:

ADJOURN: The meeting was adjourned at 4:38 p.m.

**MINUTES
CITY OF GIG HARBOR
PUBLIC WORKS COMMITTEE
Monday, March 14, 2016 – 4:00 p.m.
Public Works Conference Room**

CALL TO ORDER / ROLL CALL:

APPROVAL OF MINUTES:

Approval of February 8, 2016 Minutes

OLD BUSINESS: none

NEW BUSINESS:

1. Traffic Safety Ordinance.

Chief Busey presented a draft Traffic Safety Ordinance that would restrict signs and sign holders in and near roundabouts. He provided a brief breakdown of collisions in 2014-2016 year to date and the percentage of accidents that occurred in roundabouts. Chief Busey explained that there are too many distractions for motorists in roundabouts and this ordinance may help limit distracted drivers and vehicle accidents. Councilmember Payne requested a monthly breakdown by accident, injury and location. He stated that he believed the main problems are speed and drivers floating over and not staying in lanes. There was discussion about panhandler laws, especially in high volume areas. Councilmember Ekberg stated that he didn't think the draft ordinance was defensible in its present form. The Committee was interested in knowing what other communities do in these types of traffic configurations and were not in favor of adopting the proposed ordinance at this time without more supporting information. There was a brief discussion about Councilmember Malich's suggestion to add traffic signals in roundabouts.

2. Maritime Pier Monitoring.

Project Engineer Marcos McGraw provided background information regarding the current monitoring mandate from the Dept. of Ecology. He stated that every eighteen months the City is required to do ground water monitoring. A recent meeting was held on site with DOE and discussed cleaning up the site for approximately \$30,000 to \$45,000 to achieve a clean site designation from DOE and be removed from their list of contaminated sites. Cost versus benefit was discussed. The Committee was in favor of moving forward with the site cleanup for the purpose of receiving a clean site designation from DOE and eliminating the ongoing ground water monitoring.

3. Non-Motorized Plan Update.

Senior Engineer Emily Appleton provided an update to the completion of the Non-Motorized Plan for 2016. She explained that City staff will make outreach to the various stakeholder groups that includes the Downtown Waterfront Association, Peninsula School District, and PenMet Parks to understand their level of interest. Ms. Appleton concluded that she will work with a stakeholder committee to complete the initial draft and will present this draft to the Public Works Committee in June for review and feedback. Councilmember Payne requested that Sidewalk and Trails be added to the title for better clarity. He also requested that major homeowner associations and Route 66 running club be

contacted. Councilmember Ekberg suggested contacting the biking community that includes the Tacoma Wheelmen.

4. Stormwater Low Impact Development (LID) Gap Analysis.

Engineering Technician Wayne Matthews, Senior Engineer Trent Ward, and Senior Planner Lindsey Sehmel presented information on the Dept. of Ecology mandate requiring municipalities to adopt new methods for handling stormwater by the end of 2016. This will require the City to update its existing Stormwater Manual. The low impact development mandate is interpreted to mean that low impact development is required where and when feasible for all new developments. Soils are driving factors and cost is not a consideration according to DOE. Public Works Director Jeff Langhelm stated that the benefits of putting in LID improvements reduces the requirement of putting in enormous detention systems which is a huge cost savings. Councilmember Payne discussed the maintenance issues associated with pervious pavement due to algae collection, specifically at the Carl's Jr. location. Mr. Langhelm stated that in order to avoid these issues in the future require the identification of better soils and maximizing infiltration. Concerning Carl's Jr., there was no feasibility reporting required back then. Much of the land that Carl's Jr. was built on was hard pan. Lindsey Sehmel stated in the fall there will be an amendment required for Title 16 and 17 to have feasibility reports for plats, Green First, and tree amendments. Current development regulations are vested and this mandate will extend to all projects including capital improvement projects. Public Works Superintendent Greg Foote expressed concern with the sidewalks becoming slippery and believed that the pervious sidewalks remained icier than non-pervious. Mr. Langhelm stated that new maintenance equipment that will support these pervious pavements will be looked at for the 2017-18 Budget. Mr. Langhelm stated that this mandate will impose sweeping changes across all departments.

PUBLIC COMMENT:

ANNOUNCEMENT OF OTHER MEETINGS:

ADJOURN:



Minutes
City of Gig Harbor Planning Commission
Work Study Session
Gig Harbor Civic Center – Community Rooms A&B
March 17, 2016

5:05 p.m. - Call to order, roll call

Present: Pam Peterson, Meridith Hatch, Spencer Hutchins, Rick Gagliano, Bill Coughlin, Reid Ekberg

Staff: Leah Johnson, Lindsey Sehmel

Approval of Minutes: March 3, 2016 Adopted Coughlin/Gagliano- Motion Carried

Work Study Session – Community Rooms A&B

- 1. Cottage Housing:** Final meeting on Cottage Housing. The Planning Commission will finalize their recommendation to be forwarded onto City Council.

Items to be discussed will focus on the information requested from staff at the March 3rd meeting; including the need for additional housing typologies, impacts to the capital systems, and organizational opportunities for recommended code.


Motion: Move to recommend to council our bullet outline and additional comments. Coughlin/Gagliano- motion carried

Other Business

Staff went over the meeting dates for Harbor Element Phase 1 and 2016 comprehensive plan amendments timeline.

Adjournment 7:00 PM Gagliano/Coughlin



TO: MAYOR GUERNSEY AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR 
DATE: April 25, 2016
SUBJECT: 1st QUARTER FINANCIAL REPORTS

The financial reports for the first quarter of 2016 are attached.

Total resources, which are beginning cash balances plus revenues, for all funds, are 79 percent of the annual budget. This figure is rather high as compared to last year due to the large volume of development-related fees collected in 2015. These fees have inflated the beginning fund balances. 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 **slightly behind pace** at 18 percent of budget, while expenditures are at 17 percent.

General Fund first quarter revenues (excluding beginning balance) are at 23 percent of budget as compared to 21 percent for the same period last year. Sales tax revenues, which comprise about half of the General Fund revenue budget, are on pace at 26 percent; while city utility tax revenues are also on pace at 25 percent. Building permit fees are well ahead of pace to exceed budget at 56 percent through the first quarter. Planning fees are also on pace to meet budget coming in at 26 percent of budget.

General Fund expenditures (less transfers and proceeds from borrowings) are at 19 percent of budget. For the same period last year and 2014, expenditures were at 23 and 21 percent of budget respectively.

Water, Sewer and Storm operating fund revenues are at 23, 24 and 19 percent of budget; this compares to first quarter 2015 as follows: 21, 21 and 20 percent respectively. Water, Sewer and Storm expenditures (excluding transfers) are at 21, 17 and 17 percent through the end of the first quarter. For the same period in 2014 the expenditures were 20, 18 and 19 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, 2016**

FUND NO.	DESCRIPTION	BEGINNING BALANCE	REVENUES	EXPENDITURES	OTHER CHANGES	ENDING BALANCE
001	GENERAL GOVERNMENT	\$ 3,704,449	\$ 2,703,830	\$ 1,787,331	\$ (572,978)	\$ 4,047,971
101	STREET FUND	421,788	77,657	269,535	(40,867)	189,043
102	STREET CAPITAL FUND	345,175	227	146,661	(38,955)	159,787
105	DRUG INVESTIGATION FUND	8,349	8	-	-	8,357
106	DRUG INVESTIGATION FUND	19,299	19	-	-	19,318
107	HOTEL-MOTEL FUND	316,788	72,411	31,986	(10,180)	347,033
108	PUBLIC ART CAPITAL PROJECTS	78,505	77	-	-	78,582
109	PARK DEVELOPMENT FUND	2,643,793	2,489	177,723	(43,458)	2,425,101
110	CIVIC CENTER DEBT RESERVE	1,371,859	1,347	-	-	1,373,207
111	STRATEGIC RESERVE FUND	558,810	549	-	-	559,359
112	EQUIPMENT RESERVE FUND	210,904	207	-	-	211,111
113	CONTRIBUTIONS/DONATIONS	-	-	-	-	-
208	LTGO BOND REDEMPTION	58,020	57	-	-	58,077
211	UTGO BOND REDEMPTION	153,213	5,478	-	-	158,691
301	PROPERTY ACQUISITION FUND	773,557	89,113	-	-	862,670
305	GENERAL GOVT CAPITAL IMPR	711,539	87,938	-	-	799,477
309	IMPACT FEE TRUST	1,367,900	517,574	-	29,430	1,914,904
310	HOSPITAL BENEFIT ZONE	2,961,775	2,762	221,595	-	2,742,942
401	WATER OPERATING	1,117,118	369,715	281,451	(30,632)	1,174,750
402	SEWER OPERATING	1,449,802	1,036,687	665,011	101,607	1,923,085
403	SHORECREST RESERVE FUND	132,222	3,137	98	3,077	138,338
407	UTILITY RESERVE	1,392,784	5,889	59	(22)	1,398,592
408	UTILITY BOND REDEMPTION	1,228	1,464,215	1,367,057	-	98,385
410	SEWER CAPITAL CONSTRUCTION	7,547,972	1,782,150	1,010,079	(810,572)	7,509,471
411	STORM SEWER OPERATING FUND	960,353	164,791	145,354	69,148	1,048,938
412	STORM SEWER CAPITAL	372,624	72,907	15,744	(7,962)	421,825
420	WATER CAPITAL ASSETS	1,710,858	224,654	52,405	(30,324)	1,852,784
631	MUNICIPAL COURT	-	29,902	20,373	(9,530)	-
		<u>\$ 30,390,684</u>	<u>\$ 8,715,791</u>	<u>\$ 6,192,462</u>	<u>\$ (1,392,218)</u>	<u>\$ 31,521,795</u>

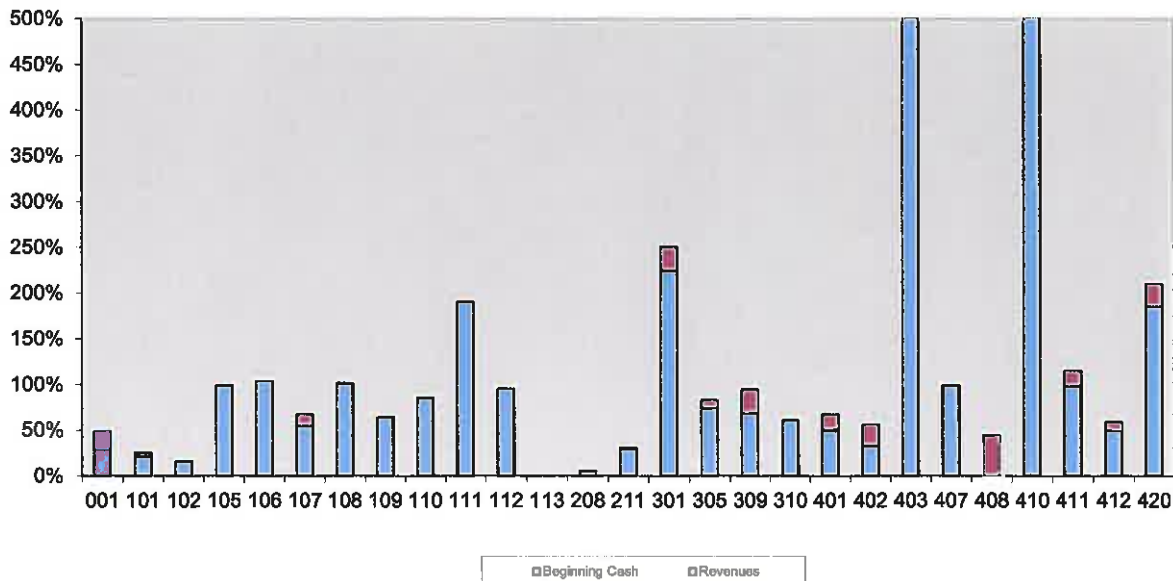
**COMPOSITION OF CASH AND INVESTMENTS
AS OF MARCH 31, 2016**

	MATURITY	RATE	BALANCE
CASH ON HAND			300
CASH IN BANK			1,469,425
INVESTMENTS/US BANK	July 2017	0.1250%	1,000,397
LOCAL GOVERNMENT INVESTMENT POOL (Net Earnings Rate)		0.1680%	29,051,673
			<u>\$ 31,521,795</u>

**CITY OF GIG HARBOR
YEAR-TO-DATE RESOURCE SUMMARY
AND COMPARISON TO BUDGET
AS OF MARCH 31, 2016**

DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
GENERAL GOVERNMENT	\$ 13,267,189	\$ 6,408,279	\$ 6,858,910	48%
STREET FUND	1,963,199	499,445	1,463,754	25%
STREET CAPITAL FUND	2,231,421	345,403	1,886,018	15%
DRUG INVESTIGATION FUND	8,446	8,357	89	99%
DRUG INVESTIGATION FUND	18,594	19,318	(724)	104%
HOTEL-MOTEL FUND	576,692	389,199	187,493	67%
PUBLIC ART CAPITAL PROJECTS	77,327	78,582	(1,255)	102%
PARK DEVELOPMENT FUND	4,108,255	2,646,282	1,461,973	64%
CIVIC CENTER DEBT RESERVE	1,616,064	1,373,207	242,857	85%
STRATEGIC RESERVE FUND	293,988	559,359	(265,371)	190%
EQUIPMENT RESERVE FUND	221,302	211,111	10,191	95%
DONATIONS/CONTRIBUTIONS	-	-	-	-
LTGO BOND REDEMPTION	1,154,626	58,077	1,096,549	5%
UTGO BOND REDEMPTION	514,859	158,691	356,168	31%
PROPERTY ACQUISITION FUND	344,324	862,670	(518,346)	251%
GENERAL GOVT CAPITAL IMPR	962,616	799,477	163,139	83%
IMPACT FEE TRUST	1,993,811	1,885,474	108,337	95%
HOSPITAL BENEFIT ZONE	4,894,547	2,964,537	1,930,010	61%
WATER OPERATING	2,224,264	1,486,833	737,431	67%
SEWER OPERATING	4,444,178	2,486,489	1,957,689	56%
SHORECREST RESERVE FUND	17,817	135,359	(117,742)	768%
UTILITY RESERVE	1,411,165	1,398,673	12,492	99%
UTILITY BOND REDEMPTION	3,310,191	1,465,443	1,844,748	44%
SEWER CAPITAL CONSTRUCTION	1,225,850	9,330,122	(8,104,272)	761%
STORM SEWER OPERATING FUND	980,220	1,125,144	(144,924)	115%
STORM SEWER CAPITAL	757,886	445,531	312,355	59%
WATER CAPITAL ASSETS	922,478	1,935,513	(1,013,035)	210%
MUNICIPAL COURT	-	29,902	(29,902)	-
\$ 49,541,109	\$ 39,106,475	\$ 10,434,634	79%	

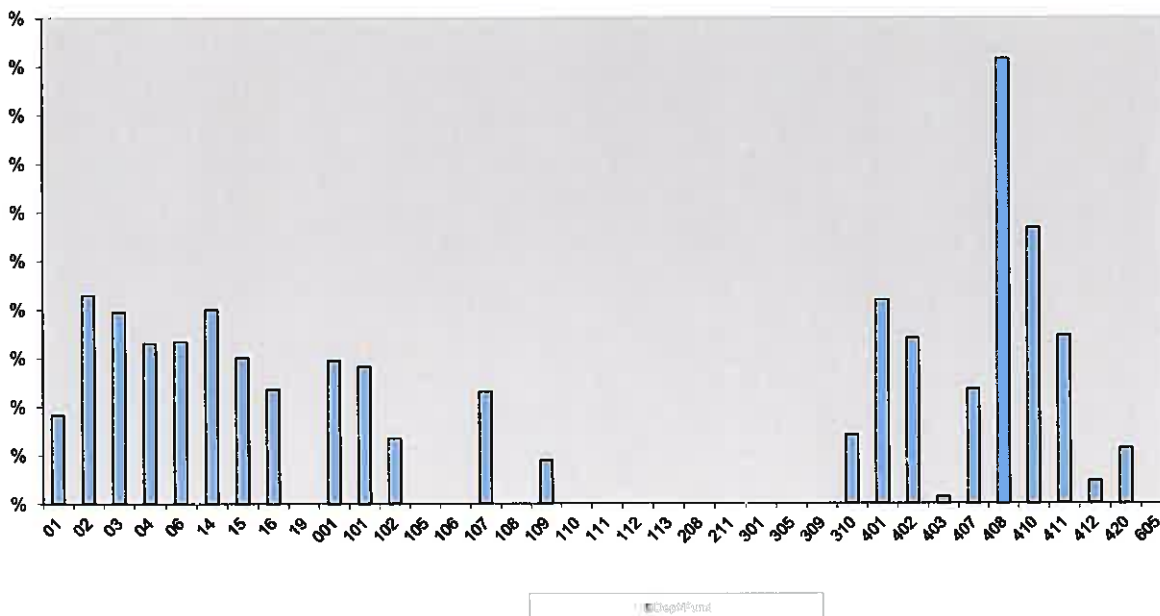
Resources as a Percentage of Annual Budget



**CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
AND COMPARISON TO BUDGET
AS OF MARCH 31, 2016**

DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL Y-T-D EXPENDITURES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
GENERAL GOVERNMENT				
NON-DEPARTMENTAL	\$ 3,551,239	\$ 324,324	\$ 3,226,915	9%
LEGISLATIVE	66,875	14,369	52,506	21%
MUNICIPAL COURT	429,600	84,769	344,831	20%
ADMINISTRATIVE/FINANCIAL	1,544,850	255,072	1,289,778	17%
POLICE	3,466,218	579,533	2,886,685	17%
COMMUNITY DEVELOPMENT	1,659,010	331,592	1,327,418	20%
PARKS AND RECREATION	965,700	145,102	820,598	15%
BUILDING	445,863	52,571	393,292	12%
ENDING FUND BALANCE	-	-	-	#N/A
TOTAL GENERAL FUND	12,129,355	1,787,331	10,342,024	15%
STREET FUND	1,910,832	269,535	1,641,297	14%
STREET CAPITAL FUND	2,171,450	146,661	2,024,789	7%
DRUG INVESTIGATION FUND	3,250	-	3,250	
DRUG INVESTIGATION FUND	-	-	-	#N/A
HOTEL-MOTEL FUND	276,500	31,986	244,514	12%
PUBLIC ART CAPITAL PROJECTS	-	-	-	#N/A
PARK DEVELOPMENT FUND	4,001,400	177,723	3,823,677	4%
CIVIC CENTER DEBT RESERVE	40,000	-	40,000	
STRATEGIC RESERVE FUND	250,000	-	250,000	
EQUIPMENT RESERVE FUND	-	-	-	#N/A
DONATIONS/CONTRIBUTIONS	-	-	-	#N/A
LTGO BOND REDEMPTION	1,151,786	-	1,151,786	
UTGO BOND REDEMPTION	265,686	-	265,686	
PROPERTY ACQUISITION FUND	146,300	-	146,300	
GENERAL GOVT CAPITAL IMPR	146,300	-	146,300	
IMPACT FEE TRUST	50,000	-	50,000	
HOSPITAL BENEFIT ZONE	3,127,750	221,595	-	7%
WATER OPERATING	1,342,505	281,451	1,061,054	21%
SEWER OPERATING	3,908,051	665,011	3,243,040	17%
SHORECREST RESERVE FUND	15,000	98	14,902	1%
UTILITY RESERVE	500	59	441	12%
UTILITY BOND REDEMPTION	2,989,236	1,367,057	1,622,179	46%
SEWER CAPITAL CONSTRUCTION	3,559,619	1,010,079	2,549,540	28%
STORM SEWER OPERATING FUND	839,874	145,354	694,520	17%
STORM SEWER CAPITAL	676,000	15,744	660,256	2%
WATER CAPITAL ASSETS	919,791	52,405	867,386	6%
LIGHTHOUSE MAINTENANCE TRUST	-	-	-	#N/A
MUNICIPAL COURT	-	20,373	(20,373)	#N/A
TOTAL	\$ 39,921,185	\$ 6,192,462	\$ 30,822,588	16%

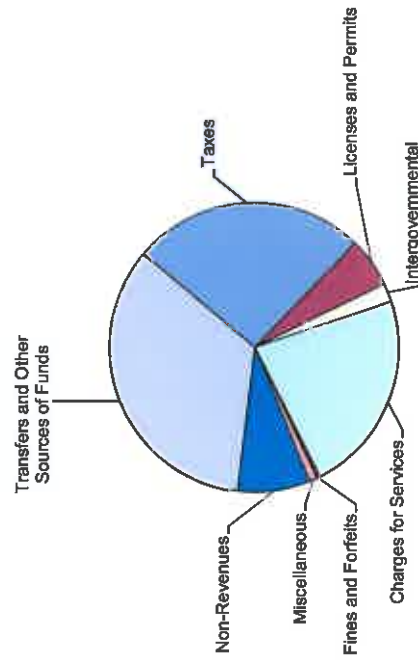
Expenditures as a Percentage of Annual Budget



CITY OF GIG HARBOR
YEAR-TO-DATE REVENUE SUMMARY
BY TYPE
AS OF MARCH 31, 2016

TYPE OF REVENUE	AMOUNT
Taxes	2,270,002
Licenses and Permits	481,438
Intergovernmental	179,779
Charges for Services	1,973,462
Fines and Forfeits	31,788
Miscellaneous	76,578
Non-Revenues	707,318
Transfers and Other Sources of Funds	2,965,522
Total Revenues (excludes Court Pass Thru)	8,685,888
Beginning Cash Balance	30,390,684
Total Resources	39,076,573

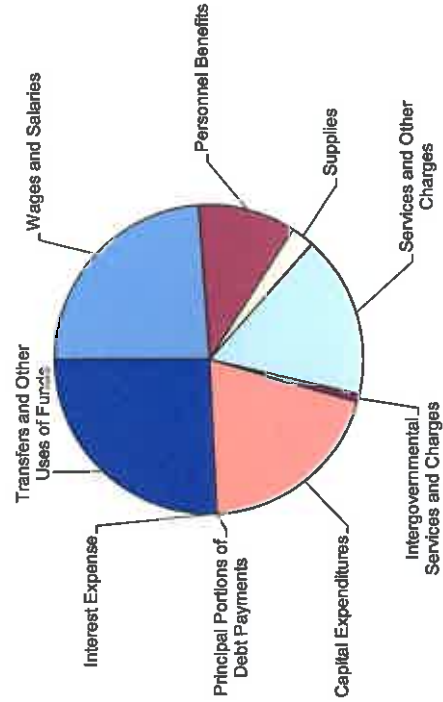
Revenues by Type - All Funds



CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
BY TYPE
AS OF MARCH 31, 2016

TYPE OF EXPENDITURE	AMOUNT
Wages and Salaries	1,470,758
Personnel Benefits	636,930
Supplies	151,280
Services and Other Charges	1,051,258
Intergovernmental	51,358
Capital Expenditures	1,221,839
Principal Portions of Debt Payments	15
Interest Expense	1,588,652
Transfers and Other Uses of Funds	6,172,090
Total Expenditures (excludes Court Pass Thru)	31,521,795
Ending Cash Balance	37,693,885

Expenditures by Type - All Funds



CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF MARCH 31, 2016

		SPECIAL REVENUE FUNDS										
		101	102	105	106	107	108	109	110	111	112	
ASSETS		STREET	STREET CAPITAL	DRUG INVESTIGTN	DRUG INVESTIGTN	MOTEL	PUBLIC ART PROJECTS	PARK DVLP FUND	CIVIC CTR DEBT RESERVE	STRATEGIC RESERVE	EQUIPMENT RESERVE	
001	GENERAL GOVERNMENT	9,101	7,693	402	930	16,708	3,763	116,755	66,112	26,990	10,164	
	CASH	\$ 194,983	\$ 7,693	\$ 402	\$ 930	\$ 16,708	\$ 3,763	\$ 116,755	\$ 66,112	\$ 26,990	\$ 10,164	
	INVESTMENTS	179,941	152,094	7,955	18,387	330,325	74,798	2,308,346	1,307,094	532,429	200,947	
	RECEIVABLES	3,306	21,603	-	-	49,755	-	-	312,000	-	-	
	FIXED ASSETS	-	-	-	-	-	-	-	-	-	-	
	OTHER	-	-	-	-	-	-	-	-	-	-	
	TOTAL ASSETS	192,348	181,390	8,357	19,318	396,788	78,562	2,425,101	1,685,207	559,359	211,111	
LIABILITIES												
	CURRENT	3,000	-	-	-	-	-	7,284	-	-	-	
	LONG TERM	-	-	-	-	-	-	-	-	-	-	
	TOTAL LIABILITIES	3,000	0	-	-	-	-	7,284	-	-	-	
FUND BALANCE:												
	BEGINNING OF YEAR	381,227	327,824	8,349	19,299	356,363	78,505	2,593,052	1,683,859	558,810	210,904	
	Y-T-D REVENUES	77,657	227	8	19	72,411	77	2,489	1,347	549	207	
	Y-T-D EXPENDITURES	(289,535)	(146,661)	-	-	(31,986)	-	(177,723)	-	-	-	
	ENDING FUND BALANCE	189,349	181,390	8,357	19,318	396,788	78,562	2,417,818	1,685,207	559,359	211,111	
	TOTAL LIAB. & FUND BAL.	192,349	181,390	8,357	19,318	396,788	78,562	2,425,101	1,685,207	559,359	211,111	

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF MARCH 31, 2016

	113	301	305	309	310	631	TOTAL	208	211	TOTAL				
	CONTRIBUTION	PROPERTY	GEN GOVT	IMPACT FEE	HOSPITAL	MUNICIPAL	SPECIAL	LTGO BOND	UTGO BOND	TOTAL				
	DONATIONS	ACQUISITION	CAPITAL IMP	TRUST FUNE	BENEFIT	COURT	REVENUE	REDEMPTION	REDEMPTION	DEBT				
										SERVICE				
ASSETS														
CASH	\$	41,533	\$	36,480	\$	92,192	\$	132,058	\$	562,853	\$	7,640	\$	10,436
INVESTMENTS	\$	-	821,137	760,986	1,822,712	2,610,884	-	11,128,036	55,281	151,051	206,332	1,457	1,457	
RECEIVABLES							386,664							
FIXED ASSETS														
OTHER														
TOTAL ASSETS	\$	862,670	\$	799,477	\$	1,914,904	\$	2,742,942	\$	58,077	\$	160,147	\$	218,225
LIABILITIES														
CURRENT														
LONG TERM														
TOTAL LIABILITIES														
FUND BALANCE:														
BEGINNING OF YEAR		773,557	711,539	1,328,660	2,961,775	(9,530)	11,984,193	56,020	154,180	212,201				
Y-T-D REVENUES		89,113	87,938	517,574	2,762	29,902	882,282	57	5,478	5,535				
Y-T-D EXPENDITURES		-	-	-	(221,595)	(20,373)	(867,873)	-	-	-				
ENDING FUND BALANCE		862,670	799,477	1,846,234	2,742,942	-	11,986,601	58,077	159,658	217,736				
TOTAL LIAB. & FUND BAL.	\$	862,670	\$	799,477	\$	1,914,904	\$	2,742,942	\$	58,077	\$	160,147	\$	218,225

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF MARCH 31, 2016

	PROPRIETARY										TOTAL
	401	402	403	407	408	410	411	412	420		TOTAL
	WATER OPERATING	SEWER OPERATING	SHORECREST RESERVE	UTILITY RESERVE	UTILITY BOND REDEMPTION	SEWER CAP. CONST.	STORM SEWER OPERATING	STORM SEWER CAPITAL	WATER CAP. ASSETS	PROPRIETARY	TOTAL
ASSETS											
CASH	\$ 56,653	\$ 92,681	\$ 6,660	\$ 19,171	\$ 4,737	\$ 361,540	\$ 50,501	\$ 20,309	\$ 89,201	\$ 701,453	\$ 1,469,725
INVESTMENTS	1,118,097	1,830,404	131,677	1,379,421	93,649	7,147,931	998,437	401,516	1,763,582	14,864,714	30,052,070
RECEIVABLES	196,479	461,728	81	5,823	48,561	-	131,653	-	-	844,323	2,669,735
FIXED ASSETS	8,317,109	32,586,803	-	-	-	6,911,081	2,742,847	216,309	2,973,393	53,747,542	53,747,542
OTHER	-	-	-	-	-	-	-	-	-	-	-
TOTAL ASSETS	9,686,338	34,971,614	138,418	1,404,415	146,946	14,420,553	3,923,438	638,134	4,826,177	70,158,033	87,939,073
LIABILITIES											
CURRENT	1,640	187	-	-	1,600,106	-	2,419	-	14,827	1,619,179	1,709,723
LONG TERM	67,387	107,904	-	-	18,191,366	-	63,591	-	-	18,431,169	18,431,169
TOTAL LIABILITIES	69,027	108,091	-	-	19,791,472	-	66,010	-	14,827	20,049,428	20,140,892
FUND BALANCE:											
BEGINNING OF YEAR	9,531,048	34,491,846	135,379	1,398,585	(19,741,684)	13,648,482	3,837,991	580,971	4,639,101	48,521,718	65,274,853
Y-T-D REVENUES	369,715	1,036,687	3,137	5,869	1,464,215	1,782,150	164,791	72,907	224,654	5,124,145	8,715,792
Y-T-D EXPENDITURES	(281,451)	(665,011)	(98)	(59)	(1,367,057)	(1,010,079)	(145,354)	(15,744)	(52,405)	(3,537,258)	(6,192,462)
ENDING FUND BALANCE	9,619,311	34,863,523	138,418	1,404,415	(19,644,526)	14,420,553	3,857,428	638,134	4,811,350	50,108,605	67,798,182
TOTAL LIAB. & FUND BAL.	\$ 9,686,338	\$ 34,971,614	\$ 138,418	\$ 1,404,415	\$ 146,946	\$ 14,420,553	\$ 3,923,438	\$ 638,134	\$ 4,826,177	\$ 70,158,034	\$ 87,939,075



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

Subject:
Digital Orthophotography Partner Agreement - Interagency Agreement with Pierce County for 2016-2018

Proposed Council Action:
Approve and authorize the Mayor to execute an Interagency Agreement with Pierce County

Dept. Origin: Public Works/Engineering

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

For Agenda of: April 25, 2016

Exhibits: Digital Orthophotography Partner Agreement # CC-100366



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

JB 4-12-16
PonW 4/12/16
Via email
AR 4/12/16
Jad 4/12/16
4-12-16

Expenditure Required	\$4,163 annually	Amount Budgeted	\$ 4,163 annually	Appropriation Required	\$0
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INFORMATION/BACKGROUND

Every three years Pierce County updates their orthophotography (aerial photos) with a new fly over. The City has had an on-going subscription contract with the County to provide orthos for the Urban Growth Area. This agreement is for the continuation of that contract. The contract offers an option to the City to have the orthos of the entire County for \$7,500 per year.

FISCAL CONSIDERATIONS

Sufficient funds to be budgeted for a three year period

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Approve and authorize the Mayor to execute an Interagency Agreement with Pierce County

DIGITAL ORTHOPHOTOGRAPHY PARTNERSHIP AGREEMENT

Agreement # CC-100366 between Pierce County and

City of Gig Harbor, hereinafter called **Partner**, and Pierce County, hereinafter called **COUNTY**, agree to the terms of this Digital Orthophotography Partnership Agreement.

WHEREAS the **County** conducts an orthophotography (orthophoto) construction program to develop a high resolution digital orthophotography database and makes this digital data available for use in the Digital Orthophotography Program;

WHEREAS the **Partner** needs digital orthophotography for viewing, mapping and analysis and wishes to opt in to the **County's** Digital Orthophotography Program;

NOW, THEREFORE, the **Partner** and **County** agree to the following responsibilities and terms of the Digital Orthophotography Partnership agreement effective this 1st Day of January, 2016.

It is agreed by the parties:

Product

1. **County** will establish the orthophotography specifications and requirements for 1"=100' mapping.
 - 1.1. Imagery is a 1"=800' color photo, pixel size of 0.5 ft, free of cloud cover, and artifacts that obscure physical features.
 - 1.2. Every effort is made to utilize the best available terrain model and maintain the horizontal positional alignment of the dataset as compared to the 1998 county orthophotos. This will benefit **Partners** who have constructed datasets on top of the orthophotos.
2. **County** will conduct and manage the timely competitive bid, selection, procurement, development, quality control of the Pierce County orthophotography dataset.
3. **Partner** will determine what geographic area of the orthophoto database the Partner will opt to use.
4. Orthophotography Partnership program provides to the **Partner**:
 - 4.1. Orthophoto coverage area defined by: **COUNTY**
 - 4.2. Orthophotography for the year(s): **prior to and including 2020**
 - 4.3. Other related data sets: ortho-based contours, lidar contours, and full countywide ortho access.
5. Updates to the orthophotography database will be no less than every four years. The frequency of the update is determined by the **County** following consideration of **Partner** concerns, budget issues and any other pertinent factors that may affect the quality or cost of the orthophoto database.

6. Other **County** products, services or data sets are not a part of this agreement.

Product Use

7. **Partner** will have access to the orthophotography for viewing, mapping and analysis available in the on-line **County's** GIS applications.
8. The **County** licenses the orthophotos from the orthophoto vendor. Access by the **Partner** to the digital orthophotos and associated data is subject to and governed by this agreement, including the following licensing terms:
 - 8.1. The **Partner** shall use the orthophoto data for internal business purposes only.
 - 8.2. The **Partner** may make hardcopy maps of orthophotos (and with other data overlays) for internal or public distribution.
 - 8.3. The **Partner** selecting the maximum user option may copy portions of the orthophoto database to other internal company servers for use with Autocad or other mapping software upon written approval from **County**.
 - 8.4. The **Partner** selecting the maximum user option can request the **County** to make a copy of the orthophotos and provide this data to consultants or engineers who are performing work under contract for a specific **Partner** project. Consultants or contractors must adhere to the terms in this agreement and pay the \$80/hr to copy the dataset onto CD or DVD.
 - 8.5. The **Partner** may not post the orthophotos to any web site.
9. The **Partner** may not distribute or permit the distribution of the orthophoto database/files in any digital format to other agencies, the public or third parties. Violation of this restriction will result in a) the **Partner** returning the orthophotography to the **County** thus ceasing use of the product, b) if using online **County** GIS application services, orthophoto access will be discontinued or c) the **County** may also seek legal redress.
10. If the **Partner** uses **County** GIS on-line application services, the **Partner's** GIS users will be provided access to the orthophotography through the on-line application services in CountyView. If the **Partner** does not have on-line access to the **County** GIS, the **Partner** selecting the maximum user option will provide a hard disk to copy the dataset for transfer.
11. The **Partner** has a perpetual agreement to use the orthophotography as defined in this document unless terminated for cause (section 8) or non-payment of agreement fees.
12. **Partner's** rights under this agreement are nonassignable, nontransferable, nonsublicensable and nonexclusive.
13. **Partner** accepts that a limited (larger pixel scale) public domain product may be produced with each acquisition and released with a 6 month schedule delay. This product is for the USGS and National Map program and will be provided only when the USGS contributes funding to the orthophotography program.

Product Fees and Term

14. The **Partner** will pay agreement fees for the development and maintenance of the orthophotography.

Yearly agreement fees for the **countywide** dataset:

Annual maintenance fee is: \$1,000 per user per year up to a maximum of \$7,500 per year.

15. After the initial contract term, as agreed to in item# 19, the fees will be adjusted based on the number of Partners and the cost of the products provided in the program. The **County** will notify **Partners** of changes to the agreement fees.
16. Non-Appropriations (applies to Governmental Agencies only)
 - 16.1. **Partner** intends to continue this Agreement for its entire term and to satisfy its obligations hereunder. For each fiscal period during the term of this Agreement: 1) **Partner** agrees to include in its budget request appropriations sufficient to cover **Partner's** obligations under this Agreement and 2) **Partner** agrees to use all reasonable and lawful means to secure these appropriations.
 - 16.2. In the event that **Partner** is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose, **Partner** may terminate this Agreement by giving **County** at least two weeks' written notice to terminate as of December 31st of the then current calendar year. Upon termination and to the extent of lawfully available funds, **Partner** shall remit all amounts due through the date of termination.
17. The **Partner** may opt out of the **County** Orthophotography Program by giving **County** at least two weeks' written notice to terminate as of December 31st of the then current calendar year. Fees are not refundable.
18. In the event the **Partner** chooses to opt out of the orthophotography program, the **Partner** will return the orthophotography to the **County** and discontinue use of the data.
19. The contract period shall be from January 1, 2016 to December 31, 2018. The Contract shall be renewable for one (1) additional three (3) year term, unless either party gives notice of non-renewal not less than 60 days prior to the expiration of the next term.

Limitations

20. The **County** makes no warranty, expressed or implied, concerning the orthophotography's content, accuracy, currency or completeness, or concerning the results to be obtained from queries or use of the data. ALL DATA IS EXPRESSLY PROVIDED "AS IS" AND "WITH ALL FAULTS". The **County** makes no warranty of fitness for a particular purpose, and no representation as to the quality of any data. **Partner** users of data are responsible for ensuring the accuracy, currency and other qualities of all products (including maps, reports, displays and analysis) produced from or in connection with **County's** orthophotography.

Spatial Accuracy

21. Orthophotography can be plotted or represented at various scales other than the original source of the data. The **Partner** is responsible for adhering to industry standard mapping practices which specify that data utilized in a map or analysis, separately or in combination with other data, will be produced at the largest scale common to all data sets.

No County Liability

22. **County** shall not be liable to the **Partner** (or transferees or vendees of **Partner**) or others for damages of any kind, including lost profits, lost savings or any other incidental or consequential damages relating to the providing of the orthophotography or the use of it. The **Partner** and any others shall have no remedy at law or equity against the **County** in case the orthophotography provided is inaccurate, incomplete or otherwise defective in any way.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2016.

PARTNER:

Name

Signature Date

Title of Signatory

Mailing Address:

Street Address, (if different):

Contact Name: _____

Contact Phone: _____

Contact Email: _____

PIERCE COUNTY:

Deputy Prosecuting Attorney Date
(Approved as to legal form only)

Recommended:

Budget and Finance Date

Approved:

Department Director Date
(less than \$250,000)

or

Pierce County Executive Date
(\$250,000 or more)



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

<p>Subject: Settlement Agreement – Grandview Forest Park Tree Removal Project Settlement</p> <p>Proposed Council Action: Approve and authorize the Mayor to execute the Settlement Agreement in connection with the Grandview Forest Park Tree Removal Project contract with Evergreen Forestry Resources, Inc.</p>	<p>Dept. Origin: Office of the City Attorney</p> <p>Prepared by: Office of the City Attorney</p> <p>For Agenda of: April 25, 2016</p> <p>Exhibits: Settlement Agreement</p> <p>Concurred by Mayor: _____</p> <p>Approved by City Administrator: <u>RonW 4/20/16</u></p> <p>Approved as to form by City Atty: <u>AS</u></p> <p>Approved by Finance Director: <u>[Signature] 4/16</u></p> <p>Approved by Department Head: <u>[Signature] 4/20/16</u></p>
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Expenditure Required	Amount Budgeted	\$	Appropriation Required	\$0
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INFORMATION/BACKGROUND

The City contracted Evergreen Forestry Resources, Inc. to perform tree removal services in Grandview Forest Park. Evergreen alleges that the City owes it the value of logs that it was unable to remove from Grandview Forest Park and sell after its contract for tree removal services was terminated by the City. The City alleges that Evergreen damaged the park while it was performing work pursuant to the contract and while it was removing its equipment from the park. Approval of this settlement results in a release of all claims related to the subject contract and/or work performed by Evergreen in the park.

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION/MOTION

Approve and authorize the Mayor to execute the Settlement Agreement in connection with the Grandview Forest Park Tree Removal Project contract with Evergreen Forestry Resources, Inc.

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS (the "Agreement") is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation ("Gig Harbor"), and Evergreen Forestry Resources, Inc., a Washington corporation ("Evergreen"). Gig Harbor and Evergreen are collectively referred to hereinafter as the "Parties."

RECITALS

Whereas, on July 13, 2015 Gig Harbor and Evergreen entered into a contractual relationship where Evergreen agreed to perform tree removal and landscaping services for the City in Grandview Forest Park; and

Whereas, the City alleges that Evergreen damaged the park while working pursuant to the above mentioned contract; and

Whereas, Evergreen alleges that the City owes it the value of the logs it was unable to remove from the park because the contract was canceled; and

Whereas, it is the intent of the Parties, without admitting fault or liability, that this Agreement be a full and complete settlement of all claims brought or that could be brought by either party arising out of the contract between the parties dated July 13, 2015 and all of the work completed pursuant to that contract;

NOW, THEREFORE, in consideration of the mutual promises made herein, the Parties hereby agree as follows:

AGREEMENT

1. **Settlement Payment:** Gig Harbor shall pay Evergreen an amount not to exceed Twenty-seven Thousand Two Hundred Forty-nine Dollars and Twenty Cents (\$27,249.20) (the "Settlement Payment"). The Settlement Payment will be broken down into three payments to permit the City to close out the original contract. The first payment totals \$17,170.65 and was already provided to Evergreen by check, which has been deposited. The second payment will total \$6,675.75 and shall be paid by check made payable to Evergreen Forestry Resources with reference to "Grandview Forest Park Tree Removal - Second Payment." The third and final payment will total \$3,402.80 and shall be paid by check made payable to "Evergreen Forestry Services and Todd J. Tuell, attorney" with reference to "Grandview Forest Park Tree Removal - Third/Final Payment." These three checks, totaling \$27,249.20, represent full and complete payment of the settlement amount. The second payment shall be made within fourteen (14) days of the City Council meeting following receipt of the necessary progress payment request and the third/final payment shall be made within ten (10) days of that second payment.

2. **Costs:** The parties shall incur their own costs and attorney's fee related to this dispute and settlement.
3. **Execution Of Additional Documents.** The parties shall execute additional documents as deemed necessary to carry out the terms of this Agreement as well as any documents necessary to close out the contract with the City per standard protocol.
4. **Release of Claims:** Subject to the terms of this Agreement and excepting any claims which result from the violation of this Agreement, both parties hereby absolutely and unconditionally waive, release, acquit, and fully and forever discharge any and all claims, counterclaims, demands, damages, costs, requests for relief, expenses, attorney fees, and compensation for all causes of action, past, present, known or unknown, of any kind and nature, which either party or their predecessors or successors in interest, may hold or assert against the other party, including the other party's past, current, and future officers, officials, employees, agents, and volunteers, including without limitation of and from any and all claims, demands, obligations, liabilities, acts, omissions, misfeasance, malfeasance, causes of action, defenses, compensation, controversies, promises, damages, costs, losses and expenses of every type, kind, nature, description or character, whether past, present, known or unknown, suspected or unsuspected, liquidated or un-liquidated, arising under contract, tort, statutory or constitutional law, or otherwise, whether expressed or implied, each as though fully set forth herein at length that the party has or may acquire as of the execution of this Agreement that relate to the above mentioned contract or work performed pursuant to that contract.
5. **Further Assurances:** Each of the Parties hereby agrees to perform, execute and deliver or cause to be performed, executed or delivered and to take any and all further acts, deeds or assurances as may be necessary to consummate the transactions contemplated herein.
6. **Counterparts:** This Agreement may be executed in one or more counterparts, including facsimile or electronically transmitted counterparts, each of which will be deemed an original and all of which together shall constitute one and the same instrument.
7. **Governing Law and Construction:** This Agreement shall be governed by the laws of the State of Washington. This Agreement contains the entire agreement among the Parties regarding the settlement of all claims or potential claims, and it shall be binding upon the parties hereto, as well as their respective successors and assigns. This Agreement supersedes and replaces any prior written or oral writings and understandings concerning settlement. No party has entered into this Agreement based on any representation or consideration not stated in this Agreement. No change, modification or amendment to this Agreement shall be valid or binding unless such change or modification is in writing signed by the persons against whom it is sought to be enforced.
8. **Breach:** Any action brought to enforce or to interpret this Agreement shall be brought in the Superior Court for Pierce County, Washington. In any action to enforce or to interpret the terms and provisions of this Agreement, the prevailing party or parties shall be entitled to

{DPK1443684.DOC;5/00008.900000/ }

recover from the non-prevailing party the costs and expenses of such litigations, including the costs and expenses incurred therein and the reasonable fees of attorneys and expert witnesses.

- 9. **Authority:** The signatories to this Agreement hereby warrant, represent and covenant that they have the authority to enter into the Agreement and that by signing this Agreement said signatory will not violate any existing agreement or contract. All Parties executing this Agreement have read this Agreement, know the contents thereof, and have had adequate opportunity to consult with their counsel about the effect and consequences of the Agreement and further acknowledge that its terms are contractual and not mere recitals.
- 10. **No Admission of Liability:** The settlement represented by this Agreement is not to be construed as an admission of liability or responsibility on the part of either party.
- 11. **Entire Agreement:** This Agreement represents the full, final and binding agreement of all the Parties and supersedes all other negotiations, offers or counteroffers relating to the subjects herein. This Agreement may be amended only upon the signed writing of the Parties.
- 12. **Effective Date:** This Settlement Agreement is executed on the latter of the dates of signature indicated below.

IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be executed on the day and year set forth below.

EVERGREEN FORESTRY RESOURCES, INC.

CITY OF GIG HARBOR

By: *Ron F. Godwin*
 Its: President
 Date: April 30, 2016

By: _____
 Mayor Jill Guernsey
 Date: _____

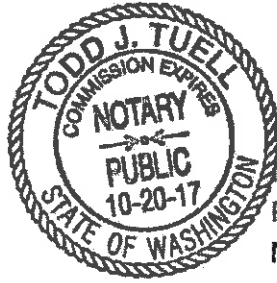
STATE OF WASHINGTON)
) ss.
 COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that *Ron F. Godwin* is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it for Evergreen Forestry Resources, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: April 20, 2016.

[Signature]

{DPK1443684.DOC;5/00008.900000/ }



Printed: Todd J Tuell
Notary Public in and for the State of Washington,
Residing at Tacoma
My appointment expires 10-20-17

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____, 2016.

Printed: _____
Notary Public in and for the State of Washington,
Residing at _____
My appointment expires _____



SOUTH SOUND 911

GIG HARBOR CITY COUNCIL

APRIL 25, 2016



MISSION

- INTEROPERABILITY

2011

- VOTER-APPROVED BALLOT MEASURE to fund systems and facilities
- INTERLOCAL AGREEMENT

EXPECTATIONS

INTERLOCAL, ADMINISTRATIVE AGENCY

- GOVERNANCE
 - POLICY BOARD
 - OPERATIONS BOARD
- CURRENT ORGANIZATIONAL STRUCTURE
 - 4 PSAP BRANCHES
 - S 35TH St
 - Eastside Dispatch
 - Steilacoom Blvd (Fire Comm)
 - Tacoma Ave (Tacoma Fire)
 - ADMINISTRATION/EXECUTIVE/IT
 - 955 Tacoma Ave
 - RECORDS
 - 945 Tacoma Ave

SERVICES PROVIDED – COMMUNICATIONS

- Primary PSAP call-answering
- non-emergency number
- Police dispatch
- Telephone report writing
- Tape analysis/recording
- Real time crime center
- Fire/EMS dispatch



41 AGENCIES SERVED – COMMUNICATIONS

- Anderson Island Fire
- Ashford/Elbe Fire
- Browns Point/
Dash Point Fire
- Bonney Lake Police
- Buckley Fire
- Buckley Police
- Carbonado Fire
- Central Pierce Fire
- Crystal Mt Fire
- DuPont Fire
- Dupont Police
- East Pierce Fire
- Eatonville Fire
- Eatonville Police
- Edgewood Police
- Fife Fire
- Fife Police
- Fircrest Fire
- Fircrest Police
- Gig Harbor Fire
- Gig Harbor Police
- Graham Fire
- Greenwater Fire
- Key Peninsula Fire
- Lakewood Police
- Milton Police
- Orting Police
- Orting Valley Fire
- Pierce County Sheriff
- Puyallup Police
- Riverside Fire
- Roy Police
- Ruston Fire
- Ruston Police
- South Pierce Fire
- Steilacoom Police
- Sumner Police
- Tacoma Fire
- Tacoma Police
- University Place Police
- West Pierce Fire

1800 public safety field personnel
160 – dispatch/911 officers

SERVICES PROVIDED – INFORMATION SERVICES

Public Services

- Public Disclosure
- Pistol Transfers
- Concealed Pistol Licenses
- Fingerprinting
- Online Reporting

Police Services

- Computer Aided Dispatch
- Field-based Reporting
- Crime Statistics
- Interface with NCIC
- Crime Scene Photo Upload
- Warrant Entries



16 AGENCIES SERVED – INFORMATION SERVICES

- Bonney Lake
 - Police
 - Municipal Court
- Dupont Police
- Edgewood Police
- Fircrest Police
- Gig Harbor Police
- Lakewood
 - Police
 - Municipal Court
 - Prosecutor's Office
- Pierce County
 - Sheriff
 - District Court
 - District Court Probation
 - Juvenile Court
 - Pre-trial Services
 - Prosecutor's Office
 - Corrections
- Pierce Transit Public Safety
- Puyallup
 - Police
 - Corrections
 - Municipal Court
- Roy Police
- Ruston Police
- Steilacoom Police
- Sumner Police
- Tacoma
 - Police
 - Municipal Court
 - Prosecutor's Office
- University Place Police
- US Marshal's Office

IS for fire/EMS agencies to be evaluated in the future

GIG HARBOR PD COST ALLOCATION

- Report Management System (RMS) & Dispatch Services

Gig Harbor Police	Dispatch	RMS	Total	
2016	182,040	52,470	234,510	-2.7%
2015	186,406	54,728	241,134	-1.8%
2014	182,565	63,075	245,640	-0.3%
2013	163,467	82,989	246,456	

GIG HARBOR FIRE COST ALLOCATION

- Dispatch Services

2016	341,600	-4.0%
2015	355,959	-5.1%
2014	375,141	6.3%
2013	352,753	-7.9%
2012	383,147	

911 UPGRADE PROJECTS

- CAD (computer-aided dispatch)
- NG911 phone system
- Voice logging recorder



RADIO SYSTEM INFRASTRUCTURE –

PIERCE COUNTY/PIERCE TRANSIT
700 MHz PROJECT – approx. \$18M
(included radios for PCSO)

CITY OF TACOMA 800 MHz PROJECT
– approx. \$32M
(included radios for all non-PCSO agencies)

- Gig Harbor Police 56 mobile & portable radios
 - Approx. \$392,000
- Gig Harbor Fire 152 mobile & portable radios
 - Approx. \$1,064,000

PUYALLUP/CENTRAL PIERCE
UPGRADE – approx. \$3M

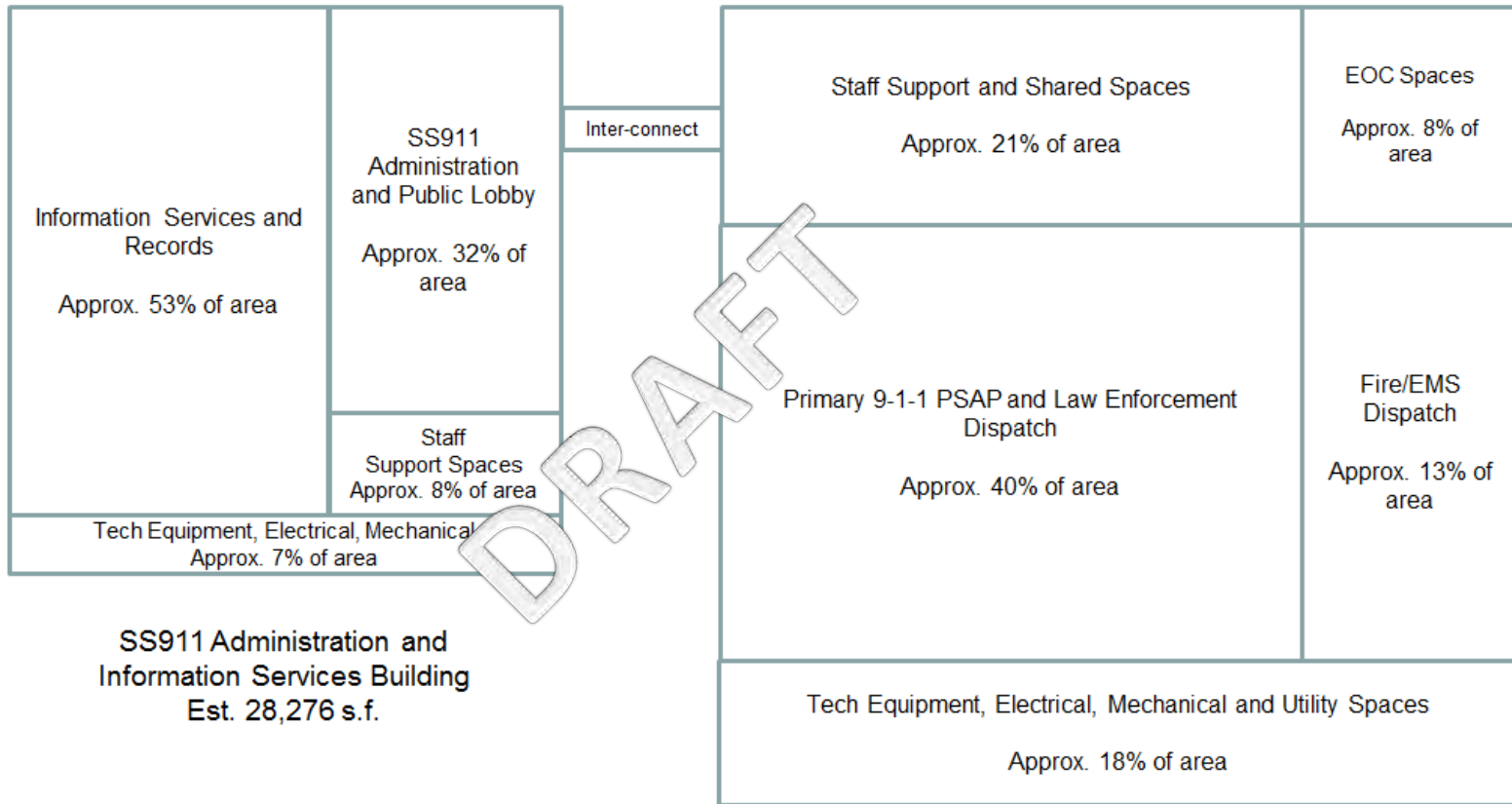
VHF OVERLAY PROJECT
– approx. \$4-4.5M

RADIO SYSTEM FEES

✓ South Sound 911 committed TO \$2.2M to offset Public Safety radio user fees for 2016 (only)

- Limited cost to agency to \$30 per radio per month
- GHPD total 2016 radio fees = \$20,160
 - South Sound 911 offset = \$29,151
- GHFR total 2016 radio fees = \$54,720
 - South Sound 911 offset = \$79,125

FACILITIES PROJECT – HYBRID CAMPUS MODEL



SS911 Administration and Information Services Building
Est. 28,276 s.f.

Public Safety Communications Building and Municipal EOC
Est. 55,176 s.f.



South Sound 911 PSCC Project Timeline

May – Proceed with due diligence analyzing Health Department site & Sound View site

July – Council approval of Health & Community Building

July – Begin pre-development design of facility (7-8 months)

February (2017) - Council approval of facility

March (2017) – Start construction of facility (22 months)

January (2019) – Construction of facility complete



A Chevrolet ambulance truck is shown in a dark, semi-transparent overlay. The truck is a medium-duty vehicle with a box body. On the side of the box, the words 'MEDIC ONE' are visible in large letters, with 'Fire & Rescue' written below it. Above the truck's cab, the word 'LAKWOOD' is printed. The number 'M21' is visible on the side of the box and on the front of the cab. The truck is parked in front of a building with large windows.

SOUTH SOUND 911
“a work in progress...”

QUESTIONS?



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

Subject: Public Hearing on Proposed Boating Infrastructure Grant (B.I.G)

Proposed Council Action: Conduct Public Hearing

Dept. Origin: Public Works

Prepared by: Katrina Knutson, AICP
Parks Project Administrator

For Agenda of: April 25, 2016

Exhibits: PowerPoint Presentation

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

FG 4-15-16
Ken W 4/13/16
ehail 4/15/16
DR 4/15/16
AK 4/18/16

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

The proposed B.I.G Grant is for design and construction of additional recreational moorage at Jerisich and Maritime docks. If the grant is approved, the award will be confirmed in the second quarter of 2017.

FISCAL CONSIDERATION

If successful, the City would be responsible for funding approximately 39% of the total project cost (\$486,000).

BOARD OR COMMISSION RECOMMENDATION

None

RECOMMENDATION / MOTION

Conduct public hearing.



Gig Harbor Boating Infrastructure Grant (B.I.G): Harborwide Transient Moorage

Public Works Department

April 2016

Boating Infrastructure Grant

Overview – The Gig Harbor “Harborwide Transient Moorage” Project

- This partnership effort will increase transit moorage from 28 full time berths to 64 full time berths.
- Contributing and supporting partners:
 - Port of Tacoma
 - Tacoma Waterfront Association
 - Downtown Waterfront Alliance
 - Chamber of Commerce
 - Harbor History Museum
 - PenMet Parks
 - Support from the Morris Foundation and Peter Stanley (Tides)
 - Gig Harbor Yacht Club



Gig Harbor – Boating and Tourism Destination



Boating Community

- Transient moorage
- Recreational boaters – Sailors & Power boaters
- Sport fishing & crabbing
- Human powered water craft

Boating Infrastructure Grant

4/6/2016



Historic and Cultural Preservation

- Preservation of local history and maritime culture
- Harbor History Museum
- Eddon Boat Shop
- Harbor walk and view points

Gig Harbor – Well known and widely recognized boating and tourism destination

- The Friendliest Towns in America , April 2016
<http://www.purewow.com/travel/friendliest-towns-in-america>
- The Boat Guy Video Blog, [Finding Gig Harbor, WA](#) April 2014
- NW Travel Magazine [Trip - Washington March & April](#) March 2014
- West Sound Home & Garden [Gig Harbor's Net Sheds Harken Back to Yesteryear](#) June 2013
- North West Travel Magazine [Retail Therapy](#) March 2013
- The Group Travel Leader [You'll Dig Gig Harbor](#) February 2013
- LA Times [A Swell Time in Gig Harbor](#) June 2012
- Smithsonian Magazine [20 Best Small Towns in America](#) May 2012
- Sunset Magazine [Gig Harbor Set sail or just watch'em go in the mile-long Washington harbor town](#) July 2012
- Smithsonian Magazine [Your Kind of Town - Gig Harbor Washington](#) May 2011
- Coastal Living Magazine [Discover Gig Harbor - A snug hamlet on Puget Sound is known for its quiet bays, old-time ways, and killer views of Mt Rainier](#) May 2011



Boating Infrastructure Grant
4/6/2016



Gig Harbor – Working hard for our community and our highly valued visitors



- April – Paddlers Cup
- May – Street Scramble
- June – Maritime Gig & Blessing of the Fleet
- June through September –
 - Seasonal trolley service
- June through August –
 - Summer Sounds at Skansie outdoor concerts
 - Waterfront Farmers Market
- July
 - Summer Arts Festival
 - Outdoor movies in the park
- September – Harbor Hounds
- November – Girls Night Out
- December – Lighted boat parade



Boating Infrastructure Grant
4/9/2016

Site Context



Not to scale



Boating Infrastructure Grant
4/11/2016



Site Context

- 0.1 mile to downtown restaurants and shopping (3 minute walk)
- Seasonal shuttle along waterfront

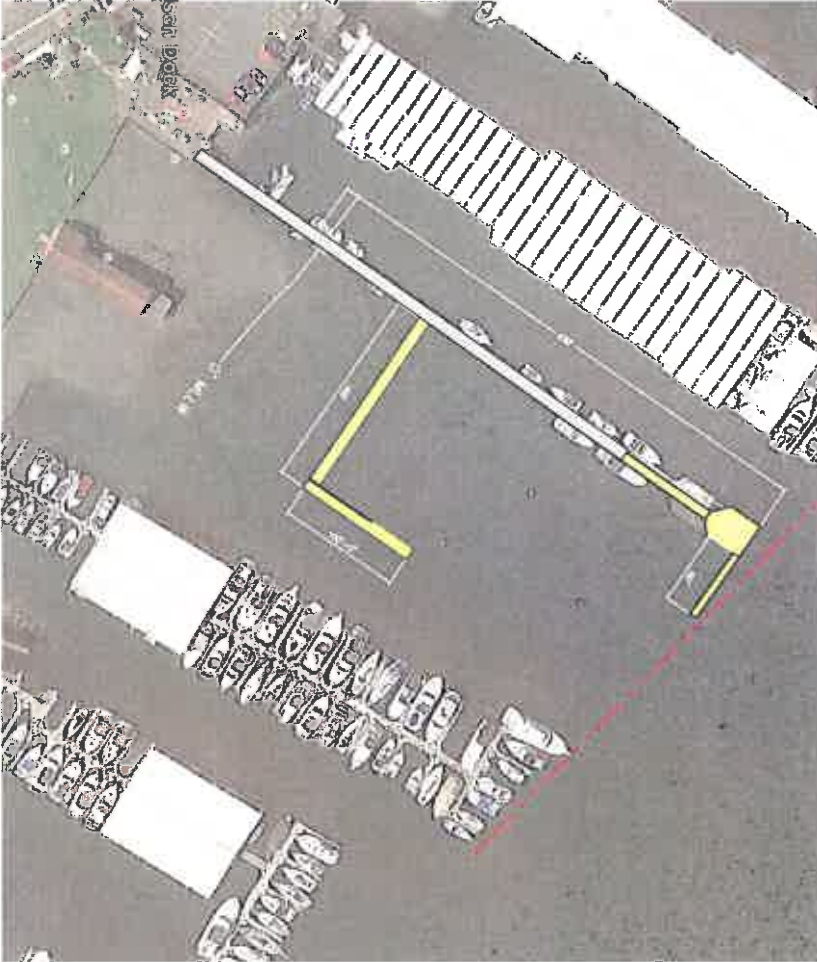


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Jerisich Pier: Proposed

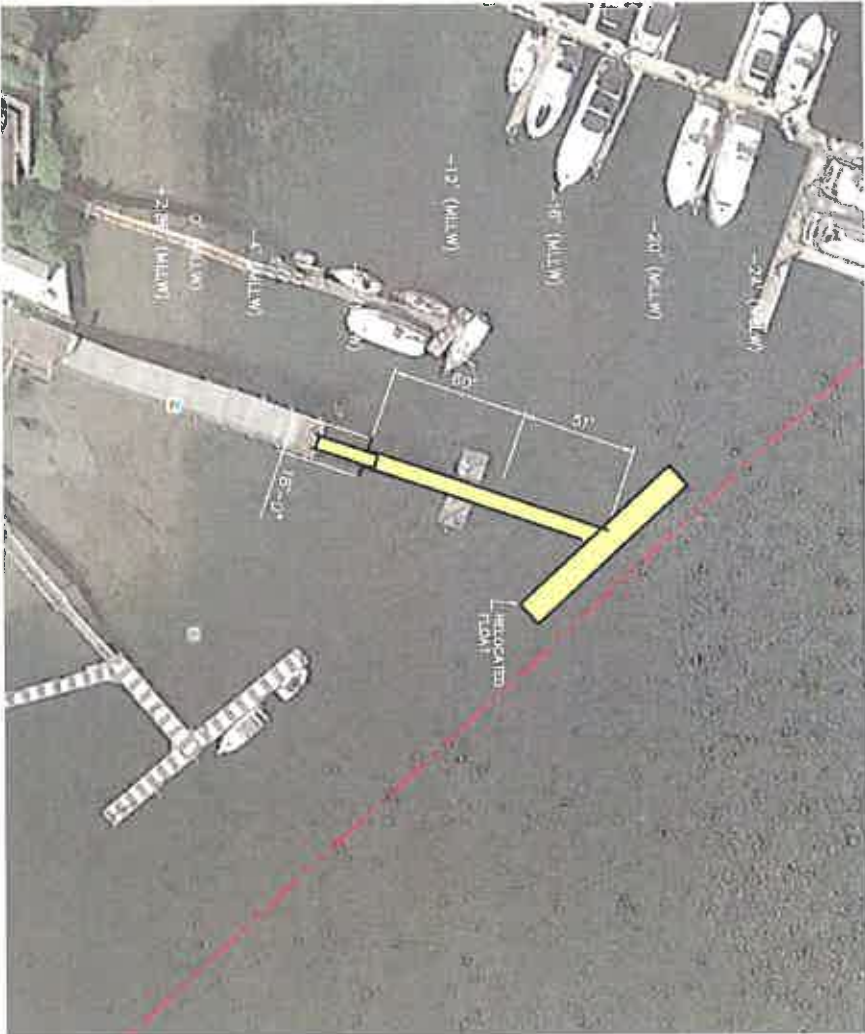
- 50 berths
(30' long berths)
- \$844,000 cost



Not to scale



NORTH



Not to scale



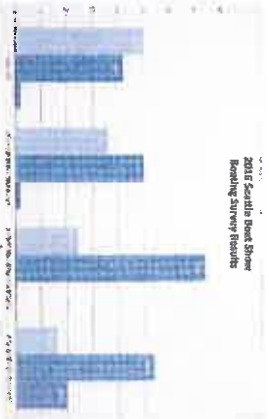
Maritime Pier: Proposed

- 11 berths
(30' long berths)
- \$547,000 cost



Gig Harbor's data sources to focus our efforts

- Economic Analysis of Outdoor Recreation in Washington State January 2015 – Version 1.2
- Port Usage Data for similar/adjacent port (Poulsbo) 2002-2011
- Gig Harbor Seattle Boat Show survey 2015 and 2016
- Gig Harbor Downtown Waterfront Alliance Economic Development Projections 2014
- Gig Harbor private marina usage and input
- Gig Harbor Police boat inspection data and observations



Boating Infrastructure Grant
4/11/2016



Economic Benefit to Gig Harbor from increasing transient boating

- Area marina study shows the 2016 Transient boat local spending at \$255/sailboat and \$220/power boat
- Strong correlation to Economic Study results that show local contributions range between \$85-115/person per transient boat visit day
- Gig Harbor boat survey taken at the Seattle Boat Show in 2014 with consistent findings in 2015 show (1) a strong preference (3 to 1) for along-side (not anchored) moorage with (2) the top reasons for their visit would be restaurants & farmer's market followed closely by regular tourist activities
- The proposed increased in permanent slips (20) and seasonal moorage slips (16) would result in \$1.5 million to the local economy (estimate~\$290k moorage fees)
- Estimates on slip use growth are based on area marinas, private Gig Harbor marinas, police data and local observations of anchoring density in the harbor



Boating Infrastructure Grant
4/11/2016

Economic Benefit Analysis

Month	M	T	W	Th	F	Sa	Su	Average Occupancy	Existing	New	Total No. of Slips Available	Avg. No. of Slips Occupied	Daily Economic Benefit	Monthly Economic Benefit
Jan	25%	25%	25%	25%	50%	50%	50%	35.7%	27	20	47	17	\$3,945	\$122,284
Feb	25%	25%	25%	25%	50%	50%	50%	35.7%	27	20	47	17	\$3,945	\$110,450
Mar	25%	25%	25%	25%	50%	50%	50%	35.7%	27	20	47	17	\$3,945	\$122,284
April	25%	25%	50%	50%	75%	75%	75%	53.6%	27	20	47	25	\$5,917	\$177,509
May	50%	50%	75%	75%	100%	100%	100%	78.6%	27	36	63	50	\$11,633	\$360,608
June	50%	50%	75%	75%	100%	100%	100%	78.6%	27	36	63	50	\$11,633	\$348,975
July	50%	50%	75%	75%	100%	100%	100%	78.6%	27	36	63	50	\$11,633	\$360,608
Aug	50%	50%	75%	75%	100%	100%	100%	78.6%	27	36	63	50	\$11,633	\$360,608
Sept	50%	50%	75%	75%	100%	100%	100%	78.6%	27	36	63	50	\$11,633	\$348,975
Oct	25%	25%	50%	50%	75%	75%	75%	53.6%	27	20	47	25	\$5,917	\$183,426
Nov	25%	25%	25%	25%	50%	50%	50%	35.7%	27	20	47	17	\$3,945	\$118,339
Dec	25%	25%	25%	25%	50%	50%	50%	35.7%	27	20	47	17	\$3,945	\$122,284

Annual Average Occupancy 56.5%

Average Local Spending for Transient Boats: \$ 235 /moored vessel/day

Annual Economic Benefit - Existing: \$1,309,600

Annual Economic Benefit - New: \$1,426,748

Annual Economic Benefit - Total: \$2,736,348



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

Subject: Resolution 1035 – Woodworth Avenue Street Vacation – Michael K. Hall and Kristine J. Hochberg

Proposed Council Action:
Move to adopt the Resolution setting a public hearing for the vacation of a portion of Woodworth Avenue.

Dept. Origin: Public Works/Engineering

Prepared by: Jeff Langhelm, PE
Public Works Director

For Agenda of: April 25, 2016

Exhibits: Resolution
Letter of Request
Legal Description and Survey
Location Map

	Initial & Date
Concurred by Mayor:	<i>JL</i> 4-19-16
Approved by City Administrator:	<i>JLW</i> 4/18/16
Approved as to form by City Atty:	Via email
Approved by Finance Director:	N/A
Approved by Department Head:	<i>JLW</i> 4/18/16

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

The City received a letter from Thornton Surveying representing Michael K. Hall and Kristine J. Hochberg, owner of 9210 Prentice Ave. NW, Gig Harbor WA (parcel no. 9815000041), petitioning the City to vacate a 33 foot wide portion of Woodworth Ave. in accordance with GHMC 12.14.002.

The Right-of-Way proposed for vacation along Woodworth Ave. is situated in the Woodworth's Addition Plat recorded August 22, 1890. This portion of Woodworth Ave. lies within a Non-User Statute area as described in GHMC 12.14.018C. All City departments have reviewed the proposed street vacation. No City utility easements will be required.

POLICY CONSIDERATIONS

Any policy considerations will be provided at the public hearing. In addition, a checklist for vacation of streets and alleys along with supporting documents and maps will also be provided at the public hearing.

FISCAL CONSIDERATION

The processing fee has been paid in accordance with GHMC 12.14.004.

RECOMMENDATIONS

Move to adopt the Resolution setting a public hearing for the vacation of a portion of Woodworth Avenue.

RESOLUTION NO. 1035

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, SETTING A PUBLIC HEARING FOR THE VACATION OF A PORTION OF WOODWORTH AVENUE.

WHEREAS, Michael K. Hall and Kristine J. Hochberg desire to initiate the procedure for the vacation of a portion of Prentice Avenue, a portion of the original plat of the Woodworth's Addition to Gig Harbor:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gig Harbor, Washington:

Section 1. A public hearing upon said street vacation shall be held in the council chambers of Gig Harbor Civic Center on Monday, June 27, 2016 at 5:30 p.m., at which hearing all persons interested in said street vacation are invited to appear.

Section 2. The City Clerk is directed to post notices of the hearing in three public places and on the street to be vacated and to mail notices to all owners of any property abutting the portion of street to be vacated, pursuant to RCW 35.79.020.

PASSED this 25th day of April, 2016.

Jill Guernsey, Mayor

ATTEST:

Molly M. Towslee, City Clerk

FILED WITH THE CITY CLERK: 4/18/16
PASSED BY THE CITY COUNCIL: 4/25/16
RESOLUTION NO. 1035



T H O R N T O N
LAND SURVEYING, INC.

8803 State Highway 16
PO Box 249
Gig Harbor, WA 98335
T 253 858 8106
F 253 858 7466
thorntonls.com

Mr. Willie Hendrickson
Engineering Technician
3510 Grandview Street
Gig Harbor, WA 98335

RE: Vacation of portion of Woodworth Avenue Right-of-Way

Dear Mr. Hendrickson,

This letter serves as an official request to vacate a 33-foot wide strip of Woodworth Avenue abutting my properties at 9210 Prentice Avenue in the City of Gig Harbor. This Right-of-Way, along with my properties were created from the plat called "Woodworth's Addition to Gig Harbor" in book 5 of plats at page 66 in Pierce County, Washington. This portion of Woodworth Avenue abutting my property at parcel number 9815000151 have never been used as streets, nor have they been constructed.

Under the City of Gig Harbor's Municipal Code 12.14.018.C, which sites the "vacations of streets and alleys subject to 1889-90 Laws of Washington, Chapter 19, Section 32 (Non-user statute)", that portion of Woodworth Avenue Right-of-Way abutting my parcels has adversely, by operation of law, become mine legally since this Right-of-Way was never opened nor used for their original purpose.

In light of this information, I wish to request that portion of the Woodworth Avenue abutting my properties be vacated. See attached drawings depicting the original location of the subject portion of Woodworth Avenue Right-of-Way in relation to my parcels.

Thank you for your assistance.

Sincerely,

Michael Hall



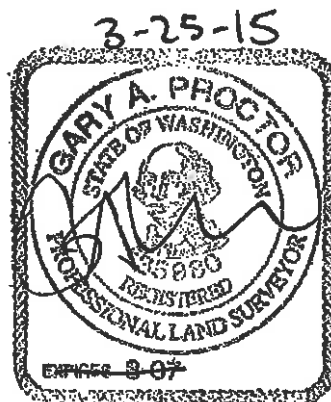
T H O R N T O N
L A N D S U R V E Y I N G . I N C .

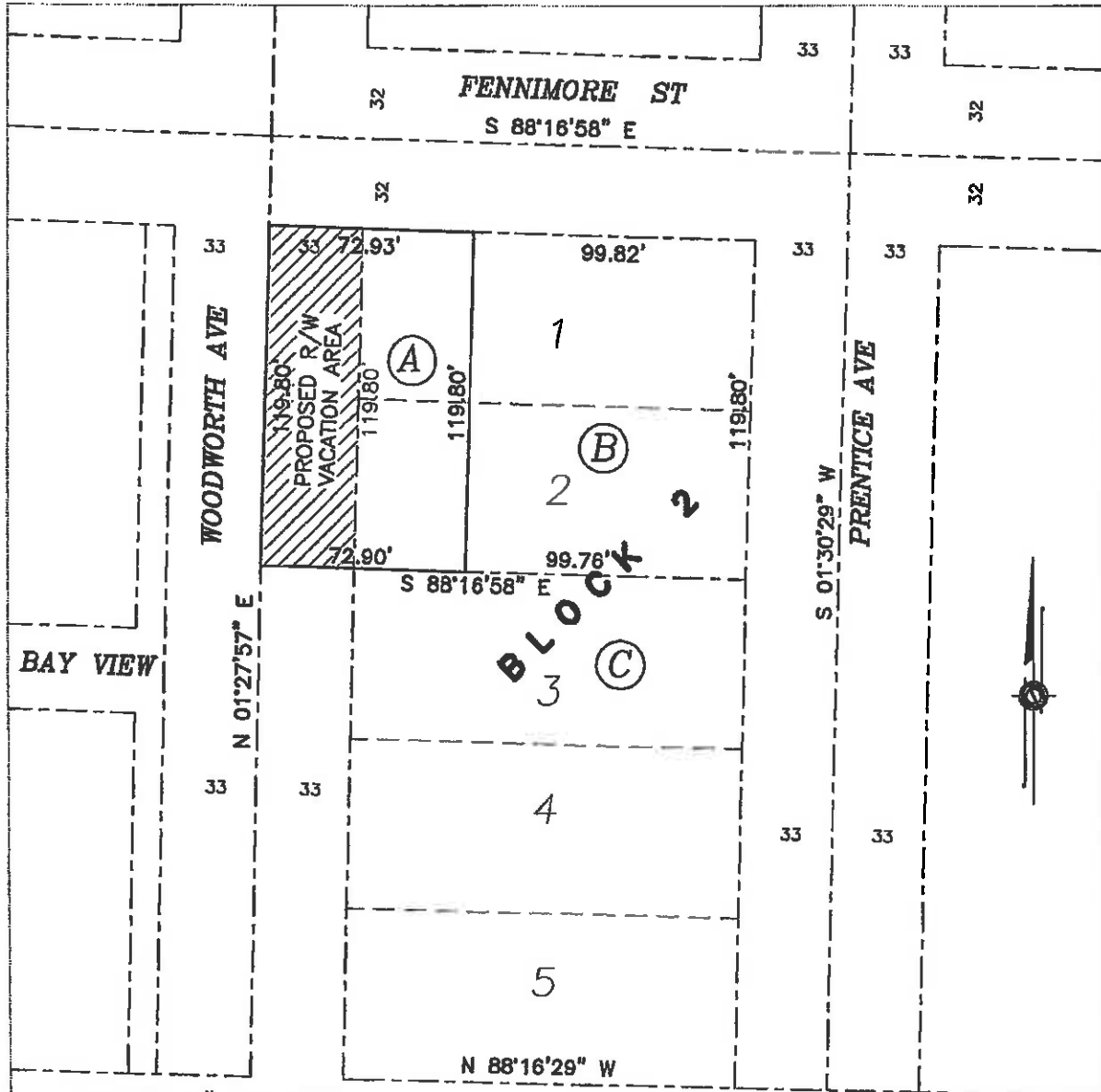
8803 State Highway 16
PO Box 249
Gig Harbor, WA 98335
T 253 858 8106
F 253 858 7466
thorntonls.com

**PROPOSED
PARCEL A LEGAL DESCRIPTION**

RIGHT-OF-WAY THAT WILL ATTACH BY OPERATION OF LAW TO HALL ADJOINER FOLLOWING VACATION OF A PORTION OF WOODWORTH AVENUE, GIG HARBOR, WASHINGTON, BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

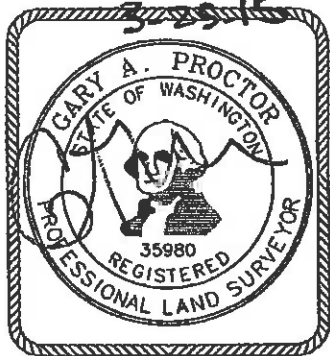
THAT PORTION OF THE EAST HALF OF WOODWORTH AVENUE, PER THE PLAT OF WOODWORTHS ADDITION TO GIG HARBOR, RECORDED IN VOLUME 5 OF PLATS AT PAGE 66, UNDER AUDITOR'S FILE NUMBER 38968, RECORDS OF PIERCE COUNTY, WASHINGTON, LYING BETWEEN THE WESTERN EXTENSION OF THE NORTH LINE OF LOT 1, BLOCK 5 OF SAID PLAT, AND THE WESTERN EXTENSION OF THE SOUTH LINE OF LOT 2, BLOCK 5 OF SAID PLAT.





BAY VIEW

SCALE: 1"=60 FEET



PARCEL/LOT INFORMATION:

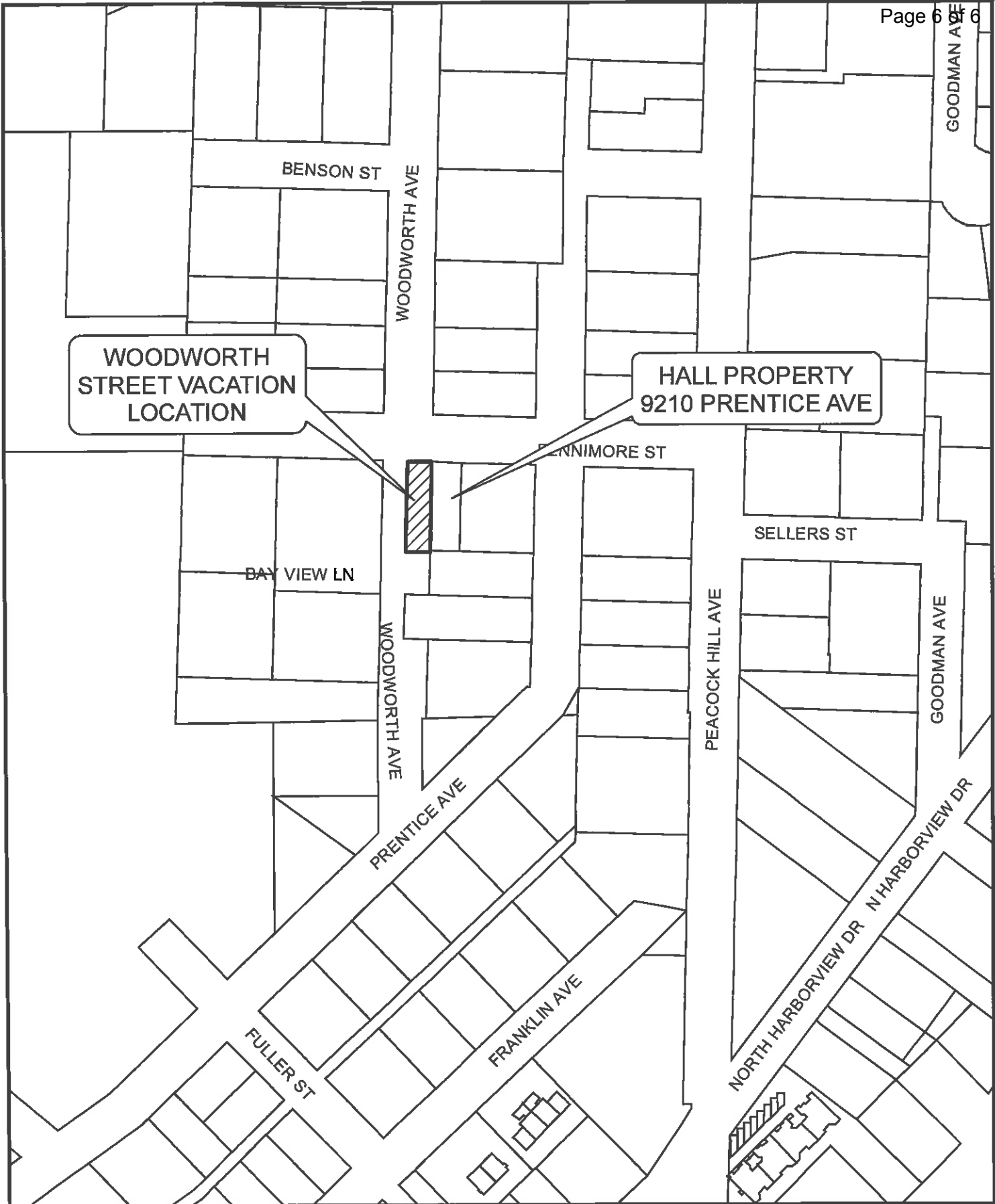
LOT	TAX PARCEL NO.	ADDRESS	OWNER
A	9815000151	9210 PRENTICE AVE	HALL & HOCHBERG
B	9815000140	9210 PRENTICE AVE	HALL & HOCHBERG
C	9815000090	9202 PRENTICE AVE	STORSET

AREA OF STREET VACATION

3953.4 ft²
WOODWORTH AVE

LOT AREA:

BEFORE 4781.9 FT² AFTER 8735.3 FT²



HALL - STREET VACATION - 9210 PRENTICE AVE.
LOCATION MAP



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

Subject: Resolution No. 1036- Sole Source Purchase for HVAC Equipment

Dept. Origin: Public Works

Proposed Council Action: Approve Resolution No. 1036 waiving competitive bidding for the purchase of a global controller for HVAC equipment from ATS Automation, the sole source supplier, and authorize the Mayor to execute a purchase order necessary for the purchase.

Prepared by: Jeff Langhelm, PE *ADL*
Public Works Director

For Agenda of: April 25, 2016

Exhibits: Proposal

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial &
Date

JG 4/19/16
ADL 4/19/16
via email 4/15/16
ADL 4/18/16
ADL 4/18/16

Expenditure Required	\$8,428.28	Amount Budgeted	See Fiscal Consideration	Appropriation Required	\$ 0
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INFORMATION/BACKGROUND

The software for the Civic Center's HVAC system has been having issues for several years. The City budgeted for upgrades to the HVAC software and subsequently contracted with ATS Automation to update the HVAC software from Alerton. The City was also informed by ATS Automation in December 2014 that the HVAC global controller would soon fail due to its age in a matter of time. The global controller eventually failed on April 9, 2016.

The proposed purchase authorization will replace the existing global controller with Alerton's newest BACtalk global controller, ACM (Ascent Control Module). The ACM is equipped with many new features and is compatible with our existing unitary controllers as well as our current Allerton software version.

ATS Automation is the sole source supplier for this product in the state of Washington. The City's purchasing policy set forth in Resolution No. 593 authorizes the waiver of competitive bidding in the event the product comes from a sole supplier.

FISCAL CONSIDERATION

The City's 2015-16 Biennial Budget has funding allocated for repair of City Buildings but does not identify the replacement of the global controller. Sufficient funds exist in the City Buildings Fund to support this purchase.

BOARD OR COMMITTEE RECOMMENDATION

None

RECOMMENDATION/MOTION

Approve Resolution No. 1036 waiving competitive bidding for the purchase of a global controller for HVAC equipment from ATS Automation, the sole source supplier, and authorize the Mayor to execute a purchase order necessary for the purchase.

RESOLUTION NO. 1036

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON WAIVING THE REQUIREMENT FOR COMPETITIVE BIDS FOR PURCHASE OF AN ALERTON ACM GLOBAL CONTROLLER FOR THE CIVIC CENTER HVAC SYSTEM FROM ATS AUTOMATION, INC.

WHEREAS, the City of Gig Harbor is in need of replacing the existing Civic Center's heating, ventilation, and air conditioning (HVAC) global controller due to failure; and

WHEREAS, in 2015 ATS Automation upgraded the HVAC original software to a newer version, Alerton Ascent Compass for BACtalk;

WHEREAS, the current Alerton BTI global controller has failed and is obsolete and therefore needs to be replaced with Alerton's latest ACM global controller ACM (Ascent Control Module); and

WHEREAS, ATS Automation, Inc. is the sole source supplier for this product in the state of Washington; and

WHEREAS, the City's purchasing policy set forth in Resolution No. 593 authorizes the waiver of competitive bidding in the event the product comes from a sole supplier; Now, therefore,

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

Section 1. Waiver of Competitive Bidding. As authorized by Section 2 of Resolution No. 593, competitive bidding is hereby waived for the purchase of the Alerton ACM Global Controller Model as described on quote dated April 11, 2016, as ATS Automation, Inc. is the sole supplier of the product.

RESOLVED this 25th day of April, 2016.

CITY OF GIG HARBOR

MAYOR, JILL GUERNSEY

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

FILED WITH THE CITY CLERK: 04/18/16
PASSED BY THE CITY COUNCIL: 04/25/16
RESOLUTION NO. 1036



April 11, 2016

Marty West
City of Gig Harbor
3510 Grandview St
Gig Harbor, WA 98335

Subject: Alerton Global Controller Upgrade

The City of Gig Harbor Civic Center HVAC controls system is an Alerton system and was originally installed in approximately 2002. In early 2015, ATS upgraded the original software to the newest version, Alerton Ascent Compass for BACtalk. Per our recent conversation, the original global controller, called a BTI, has failed and is in need of replacement.

Alerton's newest BACtalk global controller is called an ACM (Ascent Control Module). The ACM is equipped with many new features and is compatible with your existing unitary controllers as well as your current Alerton software version. The pricing below includes materials and labor to replace the existing Alerton BTI global controller with Alerton's latest ACM global controller, re-load the existing global controller programming into the new ACM, and verify communication between the Alerton server, the Global Controller and the unitary controllers.

Alerton BTI to ACM Upgrade Price: \$7,768.00 + W.S.T.

Proposal Clarifications:

- Modifications to the existing Sequence of Operations are not included in this proposal.
- The existing BTI was able to allow remote connection via a modem. The ACM will not allow this means of access
- Proposal is based upon work performed during standard day- times (M – F; 7 AM – 5 PM).
- ATS Automation specifically excludes the warranty and replacement of all existing equipment (mechanical, controls, or electrical).
- ATS Automation specifically excludes troubleshooting existing Energy Management System problems as a part of this budget proposal.
- All pricing excludes sales tax and construction bonds
- All newly installed equipment is warranted against defect for a period of one year from the purchase date.
- Support Agreement customers will benefit from a discount on labor and material. Please let me know if you would like information on our Preventative Maintenance or Controls System Energy Conservation Assistance Services.
- This Proposal Will Remain Valid for 60 Days

Thank you for the opportunity to provide this information. If you have any questions, please contact me.

If a contract or purchase order will be issued for this scope of work, please reference this proposal in the contract documents OR simply sign the proposal below authorizing us to proceed. Please forward a complete set of drawings, specifications and mechanical equipment submittals to our office.

Proposal Accepted:
ATS Automation, Inc. is authorized to proceed with the work as proposed.

Proposal Submitted:
ATS Automation, Inc.

Purchaser
By _____
Title _____
Date _____

Seller ATS Automation
By _____
Title Service Sales Engineer
Date April 11, 2016



Equipment Loaner Placement Agreement for Non-Contract Customers

The following is an Equipment Loaner Placement Agreement for customers who do not have an active Support Agreement with ATS Automation at the time of the obsolete Alerton product failure.

- ATS Automation and its Customers can no longer purchase this equipment; it has been discontinued by the Alerton factory.
- ATS reserves a few of these obsolete products as a means to support our Alerton System Customers. Items list below are not for sale and are sole property of ATS Automation.
- This is a written agreement for ATS to temporarily install the noted equipment in order to keep the Building / Facility operational while details for replacement solutions are approved.

ATS Automation is loaning the following equipment:

Qty	Item Description	Loaner ID #	Placement Date
1	BT1 Controller	BT1-01	9/11/16

Conditions and Durations:

1. Within 3 days of placement, ATS will provide a proposal for replacement upgrade and Service Support Contract options to the customer for consideration.
2. Within 14 days of placement, the customer will need to make a commitment in writing to declare their intent on the replacement upgrade and Service Support Contract options.
3. At the end of 14 days from placement, if there is no Service Support Agreement or replacement upgrade commitment settled, then a rental rate of \$ 1,500.00 per month will commence retroactive to the first day of placement.
4. At the end of 30 days from placement, if there is no Service Support Agreement or replacement upgrade commitment settled, the rental amounts still apply, but ATS reserves the right to pick up our loaner equipment with a 5 day notice.
5. Once a Service Support Agreement and replacement upgrade commitment are settled, then ATS will waive subsequent rental fees provided the work is authorized to commence within 6 months of the placement date. Actual completion will depend on ATS Automation's current work load.

ATS Automation is authorized to proceed as prescribed per the conditions and cost noted above:


Signature

9/11/16
Date