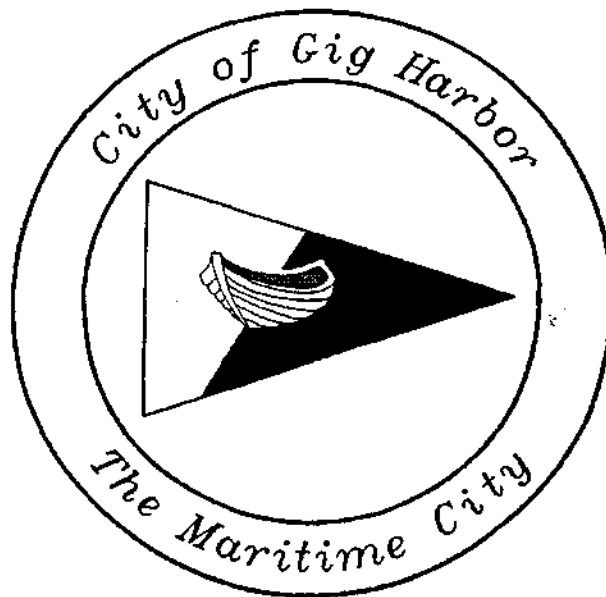


Gig Harbor City Council Meeting



**February 25, 2002
7:00 p.m.**

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
February 25, 2002 - 7:00 p.m.**

SPECIAL PRESENTATION: Current City Projects (6:30 p.m. - prior to regular meeting time)

CALL TO ORDER:

PLEDGE OF ALLEGIANCE

CONSENT AGENDA:

These consent agenda items are considered routine and may be adopted with one motion as per Gig Harbor Ordinance No. 799.

1. Approval of the Minutes of City Council Meetings of February 11, 2002.
2. Proclamations/Correspondence: a) Eagle Scout - Jackson Rohrbaugh.
3. Purchase Authorization - Upgrade of Telephone System.
4. Prosecuting Attorney Contract Renewal.
5. DNR - Aquatic Lands Enhancement Account - Grant Agreement Acceptance.
6. Escrow Agreement, Pape & Sons - Equipping Well No. 6 Project.
7. Liquor License Approval - The Harbor Kitchen.
8. Approval of Payment of Bills for February 28, 2002.
Checks #35329 through #35459 in the amount of \$872,039.11.

OLD BUSINESS:

1. Second Reading of Ordinance - Erickson Street Vacation.
2. Second Reading of Ordinance - Amendment to Title 19 of the GHMC - Procedure for Closed Record Appeal Hearings.
3. Second Reading of Ordinance - Amendment to the Impact Fees Ordinance.
4. Resolution - Amendment to Public Hearing Date for Rust Street Vacation - Barta.
5. Resolution - Amendment to Public Hearing Date for Rust Street Vacation - Rohwer.

NEW BUSINESS:

1. Latecomers Agreement for Reimbursement of Water and Sewer - Burhnam Drive.
2. Resolution - Public Hearing for Street Vacation Sutherland Street and Prentice Ave.
3. Resolution - Declaration of Surplus Property.

STAFF REPORTS:

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF FEBRUARY 11, 2002

PRESENT: Councilmembers Ekberg, Young, Franich, Owel, Dick, Picinich, Ruffo and Mayor Wilbert.

CALL TO ORDER: 7:04 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC HEARINGS:

1. Amendment to Title 19 of the GHMC - Procedure for Closed Record Appeal Hearings.
Mayor Wilbert opened this public hearing at 7:05 p.m. John Vodopich, Director of Community Development, explained that staff had been directed to prepare revisions to Title 19 to remove the Council from the Closed Record Appeal Process. These proposed amendments are being considered at this public hearing. He explained that the section that is being amended is for Type III project permit applications, which include Site Specific Rezones. He said that these site specific rezones were excluded in the amendments because they are projects in which he believed Council wished to retain control. He asked that before adoption of the amendments, that the full list of Type III applications be reviewed for inclusion or exclusion.

No one from the audience came forward to speak during this public hearing. Mayor Wilbert asked if Councilmembers had any comments.

Councilmember Dick voiced concern that the types of applications in Type III are the projects for which the rules for granting approval are not very specific. He said that the decisions for these types of projects were made "on the fly" and his concern was that if a major amendment to a PUD/PRD were to come forward, there would not be enough rules for the Hearing Examiner to make a determination.

Carol Morris, Legal Council, gave a complete overview of the different types of applications and the discretion allowed for granting for each type. She explained that the Type III applications are highly discretionary with a substantial list of criteria that have to be met in order to be approved. This is the reason for an open public hearing on these types of applications before they are approved. Councilmember Dick asked whether the citizens would know what would result from this process without attending the hearing. Carol explained that they would not know without attending the hearing, but that the code criteria would still rule the granting of any amendment, which would allow a citizen to have some idea of the outcome. She explained that these applications would still go before the Hearing Examiner, and that the only thing that is being amended by this ordinance is whether or not Council wants to hear the appeals raised after the open public hearing. She added that Council would also have the authority to appeal the Hearing Examiner's decision.

Councilmember Young asked if by removing Council from the appeal process, if it would allow more contact with the public on an applications. Carol said that it would allow some contact, but stressed that the Council should make their own decision to appeal an application. She further clarified the process for Council to appeal a decision.

Councilmember Owel explained that she was not opposed to the amendments to the ordinance, but said that she was concerned that it would eliminate the ability to disagree with staff interpretation, placing the burden upon an appellant. She said that she did not feel that there was an adequate mechanism for balance before the application goes before the Hearing Examiner and a lack of oversight. Mark Hoppen, City Administrator, explained that it is the role of the Hearing Examiner to provide oversight for the staff recommendation. He added that if facts are omitted by mistake, then it is the responsibility of the citizens to bring this to light. Councilmember Owel talked about the flaws in the public record-keeping process that allows these mistakes to occur.

Councilmember Dick asked about the equality of the types of applications in the Type III list, and if some of the applications should be left up to the Council's determination. Councilmember Young pointed out that the Site Specific Rezones had been excluded from the amendments. Mark Hoppen asked Council to determine which process would give the best capability for oversight of the process, adding that he thought the Council's ability to appeal would broaden that capability.

Mayor Wilbert closed the public hearing on this agenda item at 7:30 p.m. and opened the public hearing on the next agenda item.

2. Amendment to the Impact Fees Ordinance. John Vodopich presented this amendments to the Impact Fee Ordinance reflecting a recent ruling by the Washington State Court with regards to the Vesting Doctrine and to clarify when the city will calculate the amount of impact fees to be collected.

Tiffany Speir - Master Building Association - PO Box 1913, Tacoma. Ms. Speir asked that Council consider collecting the fees at the time of the issuance of the Certificate of Occupancy rather than at the time the building permit is issued to allow for less carrying costs for the builders.

There were no further comments and the public hearing was closed at 7:33 p.m.

CONSENT AGENDA:

These consent agenda items are considered routine and may be adopted with one motion as per Gig Harbor Ordinance No. 799.

1. Approval of the Minutes of City Council Meetings of January 28, 2002.
2. Proclamations/Correspondence: a) Proclamation - Tourism Week b) Letter from Melinda Jenkins.
3. Nomination to Zoo Trek - Penny Drost - City of Dupont.
4. Appointments to the Building Code Advisory Board.
5. Consultant Services Contract Amendment - Pump Station 3A Testing Services.
6. Purchase Authorization - Stanich Avenue Waterline.
7. Liquor License Renewals: Maritime Mart; Eagles; Gig Harbor Texaco; and Tides Tavern.
8. Approval of Payment of Bills for February 11, 2002: Checks #35207 through #35328 in the amount of \$197,598.31. Check #35209 was voided.

9. Approval of Payroll for the month of January: Checks # 1239 through #1301 in the amount of \$213,172.56. Checks #1240, 1251, 1302 and 1303 are void due to V6 upgrade errors and/or printer errors.

MOTION: Move to approve the Consent Agenda as presented.
Young/Ekberg - unanimously approved.

OLD BUSINESS:

1. Resolution - Denton Bed & Breakfast. John Vodopich presented this resolution as a result of the actions at the last Council meeting to vacate a decision regarding the Conditional Use Permit and Variance.

MOTION: Move to adopt Resolution No. 580.
Picinich/Ruffo - unanimously approved.

2. Second Reading of Ordinance - Erickson Street Vacation. Mark Hoppen presented this second reading of the ordinance to finalize the vacation of a portion of Erickson Street.

MOTION: Move for adoption of Ordinance No. 901.
Picinich/Ruffo -

Patrick Daly - 7111 So. Commerce St., Tacoma. Mr. Daly explained that he was the personal representative for the estate of John Paglia. He said he would like to know if the vacation of Erickson would impact the development of the property in Mr. Paglia's estate from two to six lots. Mr. Daly clarified that he was unaware of the intent to develop the property until a few days ago. John Vodopich explained that he was unaware of any development application and addressed the issue of fire code requirements for access. Carol Morris explained that this easement was not something that Mr. Paglia had asked for, but had been granted by the residents of Spinnaker Ridge. She recommended that Council hold off on a decision until the affect of the street vacation on development of this property could be determined. Councilmember Ruffo apologized to the residents of Spinnaker Ridge for the delay. Councilmember Dick said that the street vacation had been on the agenda for months, and objected to the recommendation that a decision should be further delayed. Carol Morris stressed that the access to the property could be impaired due to the vacation, and stressed the importance of clarifying this issue before vacating the street.

Councilmember Picinich withdrew his previous motion to adopt Ordinance No. 901, and Councilmember Ruffo agreed.

MOTION: Move to table this agenda item until staff could explore this issue of vacation and access.
Ruffo/Picinich - six members voted in favor. Councilmember Dick voted no.

NEW BUSINESS:

1. First Reading of Ordinance - Amendment to Title 19 of the GHMC - Procedure for Closed Record Appeal Hearings. John Vodopich explained that these amendments that would take the Council out of the Closed Record Appeal process on Type III project applications with the exception of the Site Specific Rezones. This was discussed under the public hearing portion of the meeting and will return at the next meeting for a second reading.

2. First Reading of Ordinance - Amendment to the Impact Fees Ordinance. John Vodopich presented these proposed amendment to the Impact Fees Ordinance to reflect a Court of Appeals case and timing of the payment of fees. Councilmember Ekberg explained that when this ordinance was originally adopted, the issue of when to pay the fees was discussed and decided that payment at the time of building permit was the most efficient to ensure collection.

3. Resolution - Rust Street Vacation - Barta. John Vodopich presented this resolution to set a date for a public hearing to hear the request by the Bartas to vacate a portion of Rust Street. The hearing has been recommended for February 25th at 7:00 p.m. Councilmember Franich asked if there was any possibility of public use of Rust Street. John explained that the city would retain an easement for city utilities. Councilmember Dick asked if the road had been opened to vehicular traffic within the past ten years. Carol Morris explained that this resolution was a formality to set a hearing date and that these facts would be presented at the next meeting.

MOTION: Move to adopt Resolution No. 581 setting a date to hear the request to vacate a portion of Rust Street to February 25th.
Picinich/Young - unanimously approved. *

4. Resolution - Rust Street Vacation - Rohwer. John Vodopich explained that this was another portion of Rust Street asking to be vacated by the Rohwers, and recommended adoption of the resolution setting the public hearing date for the same meeting.

MOTION: Move to adopt Resolution No. 582, setting a date to hear the request to vacate a portion of Rust Street to February 25th.
Picinich/Ekberg - unanimously approved.

5. Consultant Services Contract - Equipping Well No. 6 Construction Management Services. John Vodopich explained that this contract would allow for construction management services for the contract awarded at the last meeting. He clarified that construction management was normally not included the contract for construction of a project.

MOTION: Move to approve and execute the Consultant Services Contract for Construction Management Services with Gray & Osborne in an amount not to exceed \$9,120.00.
Ruffo/Ekberg - unanimously approved.

STAFF REPORTS:

GHPD - January Stats. No verbal report given.

PUBLIC COMMENT:

Kelsey Greer - 9508 Wheeler Ave. Mr. Greer explained that he was a senior at Peninsula High School and was at the meeting to observe parliamentary procedures. He asked for a the definition of an easement. Carol Morris explained that an easement was the right to use somebody else's property, whether for travel or for utilities.

COUNCIL COMMENTS / MAYOR'S REPORT:

Maritime Pier Committee. Mayor Wilbert explained that a group of citizens had joined to form a Maritime Pier Committee. She said that their plans would be shared with Council. Councilmember Picinich said that he had met with this group and urged Council's support of their efforts. Councilmember Franich, Ruffo, and Young all echoed these comments.

Mayor Wilbert explained that the Puget Sound Regional Council was asking for attendance at their meeting on Thursday, March 21st. She thanked staff for the citywide newsletter recently issued.

Mayor Wilbert then discussed the fund-raising efforts to establish the Milt Boyd Performing Arts Award Fund. She said that there were musicians that were donating their time to play at local restaurants during the week to raise funds.

Councilmember Dick thanked staff for their participation in the Livable Communities Fair at the Tacoma Narrows on Saturday. He said that the was pleasantly surprised at the attendance. Mark Hoppen was asked to set up the slide show that was used at the fair to be presented to Council before the start of the next Council meeting.

ANNOUNCEMENT OF OTHER MEETINGS:

Puget Sound Regional Council - March 21st.

EXECUTIVE SESSION: None required.

ADJOURN:

MOTION: Move to adjourn at 8:12 p.m.
Picinich/Ruffo - unanimously approved.

Cassette recorder utilized.
Tape 643 - Side B 000 - end.
Tape 644 - Side A 000 - end.
Tape 644 - Side B 000 - 125.

Gretchen A. Wilbert, Mayor

City Clerk



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

February 11, 2002

Jackson Rohrbaugh, Eagle Scout
804 34th Ave NW
Gig Harbor, WA 98335

Dear Eagle Scout Rohrbaugh:

You are to be highly praised and congratulated for your tremendous success in accomplishing the goals in the scouting program to obtain the highest honor in scouting.

The rank of Eagle Scout tells the rest of the world that you have accomplished the skills necessary to contribute leadership in the community. These skills are not commonly found in the general population.

Your citizenship and dedication to duty to God is your gift to the community as well as to yourself and your family. Thank you.

We offer you congratulations and wish you further success in the future.

Sincerely,

Gretchen A. Wilbert
Mayor, City of Gig Harbor



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MOLLY TOWSLEE, CITY CLERK - *MT*
SUBJECT: PURCHASE AUTHORIZATION - UPGRADE PHONE SYSTEM
DATE: FEBRUARY 20, 2002

INFORMATION/BACKGROUND

A Request for Proposals was issued to enlarge the existing communications platform to support the new Civic Center. Upgrading the Norstar system allows for the use of existing handsets and hardware, and allows for a seamless transfer to the new building. This will also result in a cost-savings of over \$20,000 if a new system were purchased.

Two proposals were received for an upgrade to the existing Norstar phone and voice-mail systems that includes equipment, training, installation and warranty.

1 Nation Technology	\$22,175.00
CenturyTel	\$29,947.10

FISCAL CONSIDERATION

The low bid of \$22,175.00 is well under the line amount allowed in the 2002 Budget for equipping the Gig Harbor Civic Center.

RECOMMENDATION

Move to award the bid for telephone equipment to 1 Nation Technology, in an amount not to exceed \$22,175.00, plus all applicable Washington State Sales Tax.

**CITY OF GIG HARBOR
REQUEST FOR PROPOSAL
TELEPHONE AND VOICEMAIL EQUIPMENT**

The City of Gig Harbor (City) requests proposals for the purchase of Telephone and Voicemail Equipment to interface with the current Meridian / Norstar system. Please mail proposals to:

Telephone and Voicemail Equipment Proposal
c/o City Clerk
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

Proposals must be received no later than 4:00 PM, Wednesday, February 13, 2002 at the front counter, City Hall, 3105 Judson Street, Gig Harbor, Washington.

The award shall be made to the qualified vendor whose proposal is most advantageous to the city with price and other factors considered. The city may reject any and all proposals for good cause and request new proposals.

Bids are requested for the purchase of:

- 1 Norstar Modular ICS Key Service Unit (KSU)
- 1 MICS 4.1 Software
- 1 Fiber 6-Port Exp. Cartridge
- 1 6-port Fiber Combo Cartridge
- 1 LS/GS Trunk Cards
- 3 Caller ID Trunk Cards
- 2 Power Bars
- 4 Fiber Station Modules
- 19 T7100 Telephone Sets
- 1 M7324 Telephone Sets
- 21 T7310 Telephone Sets
- 4 Key Lamp Modules
- 1 Station Auxiliary Power Supply
- 1 Voice Mail Rel. 4.0, Model 8
- 1 Surge Protector
- 1 Fast RAD (Remote Access Device)
- 1 Remote Utilities 8.1

Installation of (41) existing telephone sets (0.5 hour / set)

The bid should include the cost for training for employees, any required coordination with the local phone company, an on-site technician after cutover, and an on-site trainer after cutover.

The total bid should include all equipment, installation, system programming, materials, freight, one-year warranty, and initial training charges.



1 Nation Technology Corporation
 1213 West Loop North
 Suite 180
 Houston, TX 77055
 www.1nationtech.com

Quote No.

Proposal

Customer

Company City of Gig Harbor
 Address 3105 Judson Street
 City Gig Harbor State WA ZIP 98335
 Contact Molly Towslee

Date 2/13/2002
 Re
 Rep Larry Smith
 FOB Free Shipping

Qty	Description	Unit Price	TOTAL
1	Norstar Modular ICS (KSU)	\$475.00	\$475.00
1	6-port Fiber Expansion Cartridge	\$350.00	\$350.00
1	6-port Fiber Combo Cartridge	\$525.00	\$525.00
1	LS/DS Trunk Card	\$185.00	\$185.00
2	Fiber Trunk Modules	\$305.00	\$610.00
3	Caller ID Trunk Cards	\$375.00	\$1,125.00
2	Power Bars	\$25.00	\$50.00
4	Fiber Station Modules	\$325.00	\$1,300.00
19	T7100 Telephone Sets	\$90.00	\$1,710.00
1	M7324 Telephone Sets	\$165.00	\$165.00
21	M7310 Telephone Sets	\$120.00	\$2,520.00
4	Key Lamp Modules	\$205.00	\$820.00
1	Station Auxiliary Power Supply	\$25.00	\$25.00
1	Voice Mail Rel. 4.0. Model 8	\$4,200.00	\$4,200.00
1	Surge Protector	\$15.00	\$15.00
1	Fast RAD (Remote Access Device)	\$200.00	\$200.00
1	Remote Utilities 8.1	\$425.00	\$425.00
	SubTotal		\$14,700.00

Payment Details

Net 30 Days
 Undetermined
 Credit Card

Name _____
 CC # _____
 Expires _____

Taxes Florida
SUBTOTAL \$14,700.00

See next page
 Equipment proposed is new and carries a 5-Year Warranty.

"They Make The Product...We Make The Difference"

Contact Larry Smith @ 1-800-998-9862 x6881 or send an email To:
 lsmith@1nationtech.com



1 Nation Technology Corporation
 1213 West Loop North
 Suite 180
 Houston, TX 77055
 www.1nationtech.com

Quote No.

Proposal

Customer

Company City of Gig Harbor
 Address 3105 Judson Street
 City Gig Harbor State WA ZIP 98335
 Contact Molly Towslee

Date 2/13/2002
 Re
 Rep Larry Smith
 FOB Free Shipping

Qty	Description	Unit Price	TOTAL
1	Price from Sheet #1	\$14,700.00	\$14,700.00
1	MICS Software 5.0, Current Release	\$450.00	\$450.00
1	Installation	\$7,025.00	\$7,025.00
	Includes: System Programming Materials Freight 5-year Warranty Initial Training Charges Installation of (41) existing telephone sets		

Payment Details

Net 30 Days
 Undetermined
 Credit Card

Name _____
 CC # _____
 Expires _____

SubTotal	\$22,175.00
Taxes Florida	
TOTAL	\$22,175.00

Equipment proposed is new and carries a 5-Year Warranty.

"They Make The Product...We Make The Difference"

Contact Larry Smith @ 1-800-998-9862 x6881 or send an email To:
 lsmith@1nationtech.com



nortel lucent repair
800-998-9862

COMPANY INFORMATION

1 Nation Technology Corporation, Inc.
4027 Tampa Road Suite 3000
Oldsmar, FL 34677
Phone: (800) 998-9862 x6881 Fax: (713) 686-6489
Dun & Bradstreet #88-442-9549
Federal ID # 59-3308612
Contact: Larry Smith (Houston, Tx)

1 NATION OFFERS:

Nortel, Avaya, Plantronics,
MCK, Polycom, and GN Netcom

TRADE REFERENCES

Capital One Services, Inc.
5600 Cox Road
Glen Allen, VA 23060
Steve White
804-290-2075

Comcast Cable, Inc.
200 Cresson Blvd.
Oaks, PA 19456
Chris Moores
302-661-8248

Reliant Energy, HL&P
1301 Travis B-182
Houston, TX 77002
Rusty Bryce
713-207-6042

BANK INFORMATION

AmSouth Bank
Ronald L. Ciganek
13535 Feather Sound Drive, Suite 620
Clearwater, FL 33762
(727) 571-8601 Fax (727) 572-4776
Acct # 7965782690



LIMITED WARRANTY

1 Nation Technology Corporation, having its principal place of business at 4027 Tampa Road, Suite 3000, Oldsmar, Florida 34677 ("The Manufacturer") warrants its Nortel and Lucent products ("The Products") as follows:

1. Limited Warranty

Manufacturer warrants that the products sold hereunder will be free from defects in material and workmanship for a period of 5 Years for Unused equipment, 24 months for Refurbished and Repaired equipment from the date of purchase. Under this Limited Warranty, End-Users are entitled to Advance Replacement of Unused product for 1 year and Interconnects are entitled to Advanced Replacement of Unused product for 90 days from the date of purchase. After the Advanced Replacement period has expired, the Manufacturer will repair defective equipment. Voice Mail Systems are warranted for a period of 90 days from the date of purchase. If the Products do not conform to this Limited Warranty during the warranty period (as herein above specified), Buyer shall notify Manufacturer in writing or verbally of the claimed defects and demonstrate to Manufacturer's satisfaction that said defects are covered by this Limited Warranty. If the defects are properly reported to Manufacturer within the warranty period, and the defects are of such type and nature as to be covered by this warranty, Manufacturer shall, at its own expense, furnish replacement Products or, at Manufacturer's option, replacement parts for the defective Products. Shipping and installation of the replacement Products or replacement parts shall be at Buyer's expense. All returns must have an RA (Return Merchandise) number issued by 1 Nation Technology Corporation.

2. Other Limits

THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Manufacturer does not warrant against damages or defects arising out of improper or abnormal use or handling of the Products; against defects or damages arising from improper installation; against defects in products or components not manufactured by Manufacturer; or against damages resulting from such non-Manufacturer made products or components. 1 Nation Technology passes on to Buyer the warranty if received (if any) from the maker thereof of such non-Manufacturer made products or components. This warranty also does not apply to Products upon which repairs have been effected or attempted by persons other than pursuant to written authorization by Manufacturer. The Manufacturer will not be responsible for shipping charges incurred by Interconnects for return of merchandise. Warranty is non-transferable to a second party.

3. Exclusive Obligation

THIS WARRANTY IS EXCLUSIVE. The sole and exclusive obligation of Manufacturer shall be to repair or replace the defective Products in the manner for the period provided above. Manufacturer shall not have any other obligation with respect to the Products or any part thereof, whether based on contract, tort, strict liability or otherwise. Under no circumstances, whether based on the Limited Warranty or otherwise, shall Manufacturer be liable for incidental, special or consequential damages.

4. Other Statements

Manufacturer's employees or representatives' ORAL OR OTHER WRITTEN STATEMENTS WHICH DO NOT CONSTITUTE WARRANTIES, shall not be relied upon by Buyer and are not a part of the contract for sale of this Limited Warranty. The Manufacturer reserves the right to withhold future warranties to End Users or Interconnects based on account return history.

5. Entire Obligation

This Limited Warranty states the entire obligation of Manufacturer with respect to the Products. If any part of this Limited Warranty is determined to be void or illegal, the remainder shall remain in full force and effect.



Attention: Molly Towslee
253-851-8563

Government References

Baltimore County
Wanda Eaton
410-887-1878

Charlotte-Mecklenburg Board of Education
Ted Davis
704-343-6251

City of Akron
Jerry Roberts
330-375-2060

Texas Department of Criminal Justice
Ginny Simpson
936-437-8308



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR
SUBJECT: CITY PROSECUTOR CONTRACT
DATE: FEBRUARY 21, 2002

INFORMATION/BACKGROUND

The attached contract renews Brenda Bono for the year 2002 as City Prosecutor. A multiple year contract is not recommended at this time to preserve city options relative to a new facility. The agreement requested by Ms. Bono represents a 23% increase in monthly installment payments for the year. Also, the hourly rate requested is increased. Given caseload and expenses, these fee rates are normative. I would not recommend exceeding the requested fee rates for several years, if the city's relationship with Ms. Bono continues.

RECOMMENDATION

Staff recommends that the City Council motion to authorize the Mayor to sign the attached contract for prosecutor services.

**CITY PROSECUTOR
AGREEMENT FOR SERVICES**

THE PARTIES:

The parties to this Agreement are as follows: **Brenda M. Bono**, hereinafter referred to as "Attorney"; and **THE, CITY OF GIG HARBOR**, hereinafter referred to as "City".

PURPOSE:

The purpose of this Agreement is to set forth the terms of the Agreement between the parties whereby the City agrees to hire Attorney for the City of Gig Harbor and Attorney agrees to provide legal services for the city relative to prosecuting of cases and other related matters.

CONSIDERATION:

The consideration for this Agreement consists of the mutual covenants and conditions contained herein and the mutual legal benefits and detriments arising from this Agreement.

THE AGREEMENT:

The parties hereto agree as follows:

1. **Duties.** Attorney or her associate shall at all times faithfully, industriously, and to the best of her/their ability and experience, perform all of the duties that may be required of her/them pursuant to the express and implicit terms of this Agreement and pursuant to the rules of professional ethics.
2. **Discrimination.** Attorney agrees not to discriminate against any person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, or physical, mental or sensory handicap, except where a bona fide occupational qualification exists.
3. **Reimbursement.** The City shall retain Attorney for the following works and shall reimburse the Attorney at the following rates.
 - a. Preparation and appearances for cases assigned to Attorney by the City in any Court, including without limitation, the Gig Harbor Municipal Court, Pierce County Superior Court and the Appellate Courts of the State of Washington.

- b. The City shall pay or reimburse Attorney for all Court costs, long distance telephone charges and postage. Attorney shall not be paid for travel time or clerical time involved in the performance her duties.
 - c. The City shall pay to attorney the yearly amount of ~~\$50,000~~ \$65,000 in monthly installments as invoiced by attorney. Any and all time spent in preparation for or appearances related to Appellate Courts other than Superior Court shall be compensated to attorney by the City at an hourly rate of not more than ~~\$70.00~~ \$125.00 per hour.
4. Coverage Attorney. It is agreed and understood that it is the responsibility of the Attorney to be present at all Court hearings for which she has contracted to render services on behalf of the City. It is understood that the Attorney has other employment and that she is not precluded from other employment so long as there is no interference with the performance of her duties as set forth herein. The Attorney shall compensate such counsel obtained to pro tem for the Attorney in such instances. Should she be unable to perform her duties for any reason, including illness, the Attorney shall provide for full coverage of all duties to be performed under this Agreement by an attorney duly licensed in the State of Washington. The Coverage Attorney shall be approved in advance by the City and shall provide proof of malpractice coverage and be duly sworn to perform the duties of prosecutor. Such Coverage Attorney shall be compensated by the Attorney and the Attorney, Coverage Attorney and all agents and employees of the Attorney shall be independent contractors. The Attorney promises to hold harmless and indemnify the City from all employee-related costs, fees, benefits, wages and/or taxes of any kind or nature, and any and all fees for services and costs related to the services of the Coverage Attorney.
 5. Subcontracting or Assignment. Attorney may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City.
 6. Required Notices. The City shall be responsible for the provision to defendants of all required notices to assure their appearance in Court.
 7. Insurance. The Attorney shall be a named insured on the City's policy of errors and omissions insurance for liability for her acts and omissions when acting within the scope of her duties as City Prosecutor for the City.
 8. Hold Harmless. Attorney agrees to indemnify, hold harmless and defend the City, its elected and appointed officials, employees and agents from and against any and all claims, judgments, or awards of damages, arising out of or resulting from the acts, errors or omissions of Attorney. The City agrees to indemnify, hold harmless, and defend Attorney from and against any and all claims, judgments or awards of damages, arising out of or resulting from the acts, errors or omissions of the city, its elected and appointed officials, employees and agents.
 9. Independent Contractor. The Attorney is and shall be at all times during the term of this Agreement an independent contractor and shall indemnify and hold harmless the City from

all costs associated with the wages and benefits of the Attorney's employees or of a Coverage Attorney engaged pursuant to this Agreement.

10. Rules of Professional Conduct. All services provided by Attorney under this Agreement will be performed in accordance with the Rules of Professional Conduct for attorneys established by the Washington Supreme Court.
11. Work of Other Clients. Attorney may provide services for clients other than the city during the term of this Agreement, but will not do so where the same may constitute a conflict of interest unless the City, after full disclosure of the potential or actual conflict, consents in writing to the representation. Any potential conflicts shall be handled in accordance with the Rules of Professional Conduct referred to above.
12. Termination. This Agreement is a contract for the provision of professional services by the attorney to the City, and as such, the City as the client reserves the right to terminate the agreement without cause and without notice at any time. The attorney may, for any reason, terminate this Agreement, but in order to provide reasonable transition to other counsel and in fulfillment of the attorney's ethical obligation to the City as her client, promises she will provide sixty (60) days written notice to the City. The attorney shall also immediately notify the client in the event that the attorney's license to practice law in the state of Washington is revoked or suspended, in which case this Agreement shall be at an end.
13. Complete Agreement. This contract contains the complete agreement concerning the employment arrangement between the parties herein and shall, as of the effective date hereof, supersede all other agreements between the parties.
14. Waiver or Modification. No waiver or modification of this Agreement shall be valid unless in writing and duly executed by the party to be charged therein.

No evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration or litigation between the parties arising out of or affecting this Agreement or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing duly executed by the parties. The parties further agree that the provisions of this section may not be waived except as herein set forth.

15. The term of this Agreement shall be one (1) year, commencing on the 1st day of March, 2002~~1~~ and terminating on the 28th day of February, 2003~~2~~, subject, however, to prior termination as provided hereinabove, or upon agreement of the parties.

DATED this _____ day of _____, 2002 ~~1~~.

CITY OF GIG HARBOR:

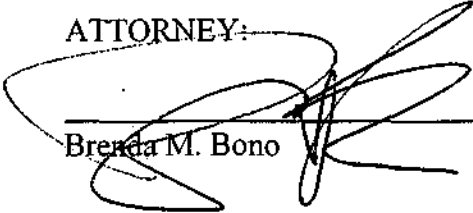
Gretchen A. Wilbert, Mayor

ATTEST:

Molly M. Towslee, City Clerk

ATTORNEY:

Brenda M. Bono





BRENDA M. BONO



Date: 2-15-02

Mr. Mark Hoppen
City Administrator
Gig Harbor Municipal Court
3105 Judson Street
Gig Harbor, WA 98335

Re: City Prosecutor Contract

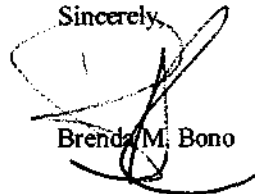
Dear Mr. Hoppen:

As you know, my current contract as City Prosecutor extends through February 28, 2002
I would like to schedule a meeting in the next week, in order to discuss new contract terms with the City.

Attached hereto is a copy of my 1-15-02 correspondence to Paul Nelson describing my concerns relative to contract price.

Thank you for your time and consideration.

Sincerely,



Brenda M. Bono



BRENDA M. BONO



Date: 1-15-02

Mr. Paul Nelson
Gig Harbor Municipal Court
3105 Judson Street
Gig Harbor, WA 98335

Re: City Prosecutor Contract

Dear Paul:

As you know, my current contract as City Prosecutor extends through February 28, 2002. I have enjoyed this work over the past year, and hope and believe that the City, the Court and the GHPD are pleased with my performance. I hereby give my notice of intent to renew my contract with the City of Gig Harbor upon negotiation and agreement of some new terms, specifically including contract price.

I have incurred more expenses associated with City Prosecutor activities than I had expected. In addition, prosecutor duties are more time intensive than I anticipated one year ago. As you know, the City is growing, as are the GHPD and Municipal Court caseloads. Over the next year, with the addition of new patrol officer(s), and additional citizenry and businesses, I expect the caseload to continue to increase, with associated prosecutorial time requirements and expenses.

I look forward to discussing new contract terms with the City. I am open to negotiation of a multiple year contract with step pay increases. I will follow up this letter with a phone call in order to schedule a meeting to discuss the foregoing issues, and any other matters you, and the City, deem appropriate.

Thank You.

Sincerely,

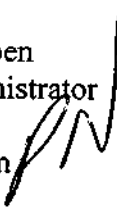

Brenda M. Bono

cc: Chief Mitch Barker, GHPD

January 24, 2002

MEMORANDUM

TO: Mark Hoppen
City Administrator

FM: Paul Nelson 

Re: **City Prosecutor Contract**

I am forwarding to you a copy of Brenda's letter regarding the end of her contract as City Prosecutor. I have advised her to contact you by phone or by letter a few weeks prior to the anniversary date, March 1.

Judge Dunn and I have discussed Mrs. Bono's performance on a few occasions. Though Judge Dunn will not comment on her ability to prosecute cases for the city he does feel that she comes to court very prepared and presents a professional demeanor.

I spoke with Chief Barker and received a verbal endorsement from him regarding her performance. He also reports that her rapport with the police department is very good.

From a case management perspective she is the most capable prosecutor we've had in my five years of employment here. She comes to court prepared, her appearance and attitude is professional, she displays a tremendous amount of concern for victims, and sanctions against defendants are up. She also requests higher monetary penalties for first time and repeat offenders.

My recommendation is that we retain the services of Mrs. Bono as the City Prosecutor with a locked-in multi-year contract. The 2002 budget for the prosecutor is for \$62,500. Mrs. Bono is requesting a contract amount of \$65,000.

Mrs. Bono remains in good standing with the Washington Bar Association with no pending complaints against her. Additionally, at her own expense she has attended on-going legal training with associations such as, Washington Association of Prosecuting Attorneys.

Thank you. Respectfully.



City of Gig Harbor. The "Maritime City"

DEPARTMENT OF PLANNING & BUILDING SERVICES
3125 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-4278

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
DIRECTOR, COMMUNITY DEVELOPMENT
SUBJECT: DEPARTMENT OF NATURAL RESOURCES
AQUATIC LANDS ENHANCEMENT ACCOUNT (ALEA) GRANT
AGREEMENT ACCEPTANCE
DATE: FEBRUARY 25, 2002

INFORMATION/BACKGROUND

The City has been successful in applying for and receiving an Aquatic Lands Enhancement Account (ALEA) grant for the acquisition of the Scofield Tidelands property. The grant is in an amount of \$683,050.00 and requires a 50% match by the City. Staff is pursuing alternatives means to acquire the necessary matching funds. The City Attorney has reviewed and approved this agreement.

RECOMMENDATION

I recommend that the City Council move to accept the Aquatic Lands Enhancement Account (ALEA) grant (ALEA Project No. AL-01-14) for the acquisition of the Scofield Tidelands property and authorize the Mayor's signature on said document.



February 8, 2002

Ms. Patricia Iolavera, Senior Planner
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

Dear Ms Iolavera:

Enclosed are two original ALEA grant agreements for the Scofield Tidelands Acquisitions (ALEA Project No. AL-01-14) for signature. Please send both signed originals back to me as soon as possible. Upon approval by the Department of Natural Resources (DNR), I will send you a fully executed grant agreement.

The following are some key segments of the agreement. Please make a note of these important conditions.

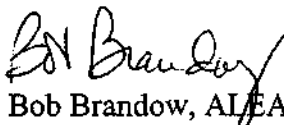
- **Scope of Work.** (Exhibit I). This will be the key reference point for each progress report and reimbursement requests.
- **Administrative Guidelines and Requirements.** (Exhibit II). This is the ALEA Project Procedures Manual, and contains important information about administering your grant.
- **Project Period.** The agreement extends through June 30, 2003. To allow for all billing and project reports to be finalized, we ask that all reimbursement requests are submitted no later than 30 days after the expiration date of the Project. The scheduled termination date is June 30, 2003. DNR strongly encourages the City of Gig Harbor to complete this project this biennium.
- Reappropriation will be discouraged.
- **Funding of Project.** Identifies the ALEA grant amount of \$683,050.
- **Reimbursement and Reporting Requirements.** The grant agreement requires a minimum of quarterly reports, using the customized progress report form at the back of the Procedures Manual. More frequent progress reports are acceptable, and must accompany reimbursement requests. Please make copies of the blank forms before you complete the form. Electronic versions are available upon request.

Mr. Pat Iolavera
Page 2
February 7, 2002

- **Deed for Public Access.** The City of Gig Harbor is required to provide State DNR with a Deed for Public Access on the property. Blank forms are provided, but you may use your own format.

Please feel free to contact me at (360) 902-1039, if you have any questions. In my absence, please feel free to speak with my co-worker, Tara Galuska at 360-902 -1080. I'm looking forward to working with you during the course of this project.

Sincerely,



Bob Brandow, ALEA Program Manager
Aquatic Resources Division
P.O. Box 47027
Olympia, WA 98504-7027

Enclosures
C: Tara Galuska, ALEA staff



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP *JV*
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PAPE AND SONS CONSTRUCTION, INC. ESCROW AGREEMENT
- EQUIPPING WELL NO. 6 PROJECT RETAINAGE
DATE: FEBRUARY 25, 2002

BACKGROUND

Pape and Sons Construction, Inc. has requested their retained percentage for the Equipping Well No. 6 construction contract be placed in an escrow account with Harbor Bank in Gig Harbor.

POLICY CONSIDERATIONS

Harbor Bank is certified as a public depository by the Washington Public Deposit Protection Commission as of September 30, 2001.

Exhibit A of the agreement limits investments to those allowed by the State of Washington and the City's investment policy.

FISCAL CONSIDERATIONS

Retained percentage is 5% of each progress estimate.

RECOMMENDATION

I recommend that the Council authorize execution of the Escrow Agreement with Pape and Sons Construction, Inc. and Harbor Bank.

Project No.: CWP 0006
Project Name: EQUIPPING WELL NO. 6
Escrow No.: 0115012937

ESCROW AGREEMENT

TO: Harbor Bank
Gig Harbor Branch
7022 Pioneer Way NW
Gig Harbor, WA. 98335
Phone 253 853 5000

The undersigned, PAPE & SONS CONSTRUCTION, INC. hereinafter referred to as Contractor, has directed the City of Gig Harbor, hereinafter referred to as Agency, to deliver to you its warrants or checks which shall be payable to you and the Contractor jointly. Such warrants or checks are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. The Agency shall deliver to you from time to time checks or warrants payable jointly to you and the Contractor. You are hereby authorized by the Contractor to endorse in the Contractor's name any such check or warrant so that you may receive the proceeds thereof and invest the same. The power of endorsement hereby granted to you by the Contractor shall be deemed a power coupled with an interest and shall be irrevocable during the term of this escrow. Although you may be a payee named in such warrants or checks as shall be delivered to you, your duties and responsibilities with respect to the same shall be only those duties and responsibilities which a depository bank would have pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited with it for collection as of the date such check or warrant shall be delivered to you. The proceeds from collection shall be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by you and the Agency. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided such direction otherwise conforms with the restrictions on investments recited herein. Attached (Exhibit A) is a list of such bonds, or other securities approved by the Agency. No further approval is necessary if any of these bonds or securities are selected by the Contractor. Other bonds or securities, except stocks, may be selected by the Contractor, subject to express written approval of you and the Agency. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the Agency as provided in Paragraph 4 of this Escrow Agreement.

The investments selected by the Contractor, approved by the Agency and purchased by you must mature on or prior to the date set for the completion of the contract, including extensions thereof or thirty days following the final acceptance of said improvement or work.

2. When and as interest on the securities held by you pursuant to this Agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless with your written consent you are otherwise directed in writing by the Contractor.

3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to the Agreement (or any moneys derived from the sale of such securities, or the negotiation of the Agency's warrants or checks) except in accordance with written instructions from the Agency. The Agency shall inform you and keep you informed in writing of the name of the person or persons with authority to give you such written instructions. Compliance with such instructions shall relieve you of any further liability related thereto. Upon request by you, the Agency shall advise you in writing of any change in the estimated completion date. If the estimated completion date is changed, you are authorized to reinvest the moneys held hereunder in accordance with the new estimated completion date.

4. In the event the Agency orders you to do so in writing, and notwithstanding any other provisions of this Agreement, you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this Agreement and return such money together with any other moneys, including accrued interest on such securities, held by you hereunder, to the Agency.

5. Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this Agreement until and unless the Agency directs the release to the Contractor of the securities and moneys held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees and any unanticipated amounts which might be owing as provided for herein.

In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any services not provided for in these instruction, or that there is any assignment of the interests of this escrow or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.

6. Should you at any time and for any reason desire to be relieved of your obligations as escrow holder hereunder, you shall give written notice to the Agency and Contractor. The Agency and Contractor shall, within twenty (20) days of the receipt of such notice, jointly appoint a successor escrow holder and instruct you to deliver all securities and funds held hereunder to said successor. If you are not notified of the appointment of the successor escrow holder within twenty (20) days, you shall return the subject matter hereof to the Agency and upon so doing, it absolves you from all further charges and obligations in connection with this escrow.

7. This Agreement shall not be binding until executed by the Contractor and the Agency and accepted by you.

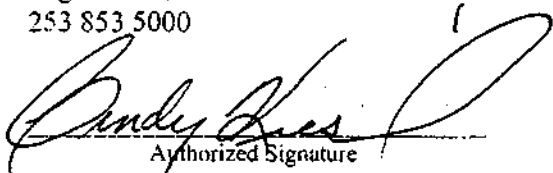
8. This instrument contains the entire agreement between you, the Contractor and the Agency, with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default or any other matter, not be bound by nor required to give notice or demand, not required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage that is caused by your failure to perform as required under this instrument, and any loss or damage caused by your own negligence or willful misconduct.

9. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.

10. This Escrow Agreement may only be amended or modified upon the written consent of each party's duly authorized representative.

The undersigned have read and hereby approve the instructions as give above governing the administration of this escrow and do hereby execute this Agreement on this 4TH day of FEBRUARY, 2002.

Harbor Bank
Gig Harbor
7022 Pioneer
Gig Harbor, WA. 98335
253 853 5000


Authorized Signature

Title: BRANCH MANAGER

0115012973

Escrow Account No.

PAPE & SONS CONSTRUCTION, INC.
9512 State Hwy 16, NW
Gig Harbor, Washington
253 851 6040

By: 
Authorized Signature

Title: project Manager

The above escrow instructions received and accepted this 31 day of January 2002.

CITY OF GIG HARBOR

Title: Mayor

Exhibit "A"

**List of Type of Bonds or Securities that are Approved
by the City of Gig Harbor**

1. Bills, certificates, notes or bonds of the United States.
2. Other obligations of the United States or its agencies.
3. Obligations of any corporation wholly-owned by the government of the United States
4. Indebtedness of the Federal National Mortgage Association.
5. Time deposits in Commercial Banks, Mutual Savings Banks or Savings and Loan Associations.

In no event shall the City of Gig Harbor approve investments in stock of any company, association or corporation. In all cases, the investments selected must mature on or prior to the date set for completion of the contract, including extensions thereof.

Please indicate which type of Bonds or Securities that have been selected by circling the appropriate number above.



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

RECEIVED
FEB 11 2002
CITY OF GIG HARBOR

TO: CITY OF GIG HARBOR
RE: NEW APPLICATION

DATE: 2/07/02

UBI: 602-082-132-001-0002

License: 083974 - 1J County: 27
Tradename: THE HARBOR KITCHEN
Loc Addr: 8809 N HARBORVIEW DR
GIG HARBOR WA 98332-2168
Mail Addr: PO BOX 1815
GIG HARBOR WA 98332-3815
Phone No.: 253-853-6040 CHERRI LYNN DREYLING

APPLICANTS:
DREYLING, CHERRI LYNN
1961-03-11 475-74-8924

Privileges Applied For:
BEER/WINE REST - BEER/WINE

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.

- 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



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: MARK HOPPEN, CITY ADMINSTRATOR *MH*
SUBJECT: ORDINANCE FOR ERICKSON STREET VACATION
- SECOND READING
DATE: FEBRUARY 25, 2002

INTRODUCTION/BACKGROUND

A second reading of this ordinance was held on February 11, 2002 for the proposed vacation of the public vehicular easement for Erickson Street, which lies between McDonald Avenue and Soundview Drive. The decision was initially tabled in November 2001 because an easement issue had not been resolved. City Attorney Carol Morris advised the Council that this street vacation ordinance should not be adopted until the property owners in Spinnaker Ride have granted an easement to the abutting property owner who will be without access if Erickson Street is vacated. This subject easement has now been executed and recorded between the Spinnaker Ridge Community Association and Vincent and Olive Skansie. At the February 11, 2002 meeting, an issue was raised regarding the effect of the proposed vacation on the development potential of the abutting property. Upon further review, it appears that the proposed vacation will not restrict developmental access to the abutting property.

FISCAL CONSIDERATIONS

Because the City currently has no plans for improvements to Erickson Street, this vacation will have no fiscal impact on the City's future budgets. However, the City will not need to include Erickson Street in its general maintenance and street operation activities, so the City's costs will be reduced accordingly.

RECOMMENDATIONS

Staff recommends the existing ordinance, as presented, be approved by the City Council at this second reading.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
GIG HARBOR, WASHINGTON, VACATING THE PORTION
OF ERICKSON STREET, LYING BETWEEN MCDONALD
AVENUE AND SOUNDVIEW DRIVE, LOCATED IN THE
SPINNAKER RIDGE PLANNED UNIT DEVELOPMENT IN
GIG HARBOR, WASHINGTON.**

WHEREAS, the Spinnaker Ridge planned unit development ("PUD") was approved by the City of Gig Harbor in September of 1985; and

WHEREAS, Spinnaker Ridge was approved upon condition that Erickson Street, a public street located entirely within the PUD, would be constructed to meet public works standards; and

WHEREAS, the developer of the Spinnaker Ridge PUD constructed Erickson Street as required by the PUD conditions, and dedicated the Street and a 60-foot wide right-of-way to the City upon plat approval; and

WHEREAS, included in the Spinnaker Ridge approval was the provision that while Erickson Street would not be constructed as a through street at that time, the City Council reserved its ability to open Erickson Street at a later date to make it a through street; and

WHEREAS, the City Council recently considered the question whether or not the street would be opened as a through street; and

WHEREAS, the residents of Spinnaker Ridge objected to the opening of Erickson Street as a through street and other members of the public supported the through street concept; and

WHEREAS, the City Council considered various options to the opening of Erickson Street, one of which was to vacate the easement for public travel on the Street and turn over ownership, maintenance and operation of the Street to the residents of Spinnaker Ridge; and

WHEREAS, the City Council thereafter passed Resolution No. 574 initiating the procedure for the vacation of the referenced street and setting a hearing date; and

WHEREAS, after the required public notice had been given, the City Council conducted a public hearing on the matter on November 13, 2001, and at the conclusion of such hearing determined that the aforementioned right-of-way should be vacated; Now, Therefore,

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

Section 1. Findings and Conclusions. Pursuant to GHMC Section 12.14.018(D), the City Council makes the following findings and conclusions:

A. **Erickson Street wasn't acquired at City expense.** Erickson Street was constructed by the developer of Spinnaker Ridge and later dedicated to the City.

B. **Erickson Street isn't needed for public vehicular travel.** Erickson Street is a local access road only and is not a through street. The persons using Erickson Street for vehicular travel are the residents of Spinnaker Ridge, their families, friends and persons providing services and goods to those residents.

The City has no future need for Erickson Street in the City's street system. No improvements were planned for Erickson Street in the City's Six-year Road Plan or the City's Transportation Comprehensive Plan. The configuration of Erickson Street (if left unopened) and the development

of surrounding properties precludes any use by the City of Erickson Street as any thing other than a local access street for the Spinnaker Ridge planned unit development.

C. Costs associated with Erickson Street. The costs associated with Erickson Street involve those costs related to street maintenance activities that the City performs on all City streets, such as street sweeping, sealing and snow removal.

D. Gate to be Installed. As a condition of a street vacation, and to ensure that emergency vehicle access to the surrounding area is not impaired, Pierce County Fire District No. 5 has recommended that the existing gate across Erickson Street at McDonald Avenue be made automatic with opticom controls and Knox controls on both the East and West sides of the gate. The Fire District has asked that the design of the gate, including a site plan and specifications be approved by them prior to installation. These Fire District requests are documented in a letter dated November 1, 2001 to Dave Brereton, Interim Public Works Director, from Steve Bowman, Prevention Specialist, Fire District No. 5. Installation of the gate is to be completed within 90 days of completion of the vacation.

Section 2. Street Vacated. After making the above findings regarding the proposed street vacation, the City Council finds that the easement for public vehicular travel on Erickson Street, as the Street is more particularly described in Exhibit A, shall be vacated upon the conditions set forth herein.

Section 3. Reservation of Easement. The City Council finds that after the easement for public vehicular travel is vacated in Erickson Street, the City shall retain an easement in the street for the following purposes: public pedestrian travel; existing or future public utilities, including but not

limited to: water, sewer, storm, electricity, gas, telephone, and cable services for the 60 foot right-of-way area of Erickson Street, as it is currently configured and legally described in Exhibit A.

Section 4. No Payment Required. Pursuant to GHMC Section 12.14.018, this vacation does not require the payment by the property owners to the City, as the City Council has made a finding (in Section 1) that the street vacation meets the criteria in GHMC 12.14.018(D).

Section 5. Installation of Controls on Gates. The Spinnaker Ridge Homeowners' Association shall be allowed three months from the date of this Ordinance to install the type of gate(s) recommended by Pierce County Fire District No. 5.

Section 6. Effective Date. If the Spinnaker Ridge Homeowner's Association provides proof of installation of the gate controls and approval by the Fire District within three months of the date of this Ordinance, the street vacation shall be effective. Otherwise, this street vacation shall be null and void. After receipt of such proof, the City Clerk is hereby directed to record a certified copy of this ordinance with the office of the Pierce County Auditor. This ordinance shall take effect five days after publication, which shall take place only after the above street vacation conditions have been satisfied as required herein.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this _____ day of _____, 2001.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: 11/8/01
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:

EXHIBIT 'A'

Legal Description

THAT 60' PORTION OF ERICKSON STEET WITHIN THE COMMON AREA OF SPINNAKER RIDGE SUBDIVISION, LYING BETWEEN SOUNDVIEW DRIVE AND MCDONALD AVENUE, GIG HARBOR, WASHINGTON.

The legal description for Spinnaker Ridge Subdivision follows:

The South half of the Northeast Quarter of the Southwest Quarter of Section 8, Township 21 North, Range 2 East of the Willamette Meridian, in Gig Harbor, Pierce County, Washington.

EXCEPT the North Half of the Southwest Quarter of the Northeast Quarter of the Southwest Quarter of said Section 8. ALSO EXCEPT the following described property: BEGINNING at the Northeast corner of the South Half of the Northeast Quarter of the Southwest Quarter of said Section 8; THENCE along the North line of said subdivision S 89°56'05" W, 343 feet; THENCE S 01°00'51" W, parallel with the East line of said subdivision, 484 feet; THENCE N 89°56'05" E, 343 feet to the East line of said subdivision; THENCE along said East line N 01°00'51" E, 484 feet to the TRUE POINT OF BEGINNING. ALSO EXCEPT the East 30 feet for Wickersham County Road. ALSO EXCEPT the following described property; COMMENCING at the Northeast corner of said South Half of the Northeast Quarter of the Southwest Quarter of Section 8; THENCE along the North line of said subdivision S 89°56'05" W, 30 feet to the West line of (Wickersham County Road) Soundview Drive NW; THENCE continuing S 89°56'05" W, along said North line, 313.00 feet; THENCE S 01°00'51" W, parallel with the East line of said subdivision, 95.00 feet to the TRUE POINT OF BEGINNING; THENCE N 23°56'57" W, 71.07 feet; THENCE N 89°56'05" E, 30.00 feet to a point that bears N 01°00'51" E from the TRUE POINT OF BEGINNING; THENCE S 01°00'51" W, 64.99 feet to the TRUE POINT OF BEGINNING. TOGETHER WITH the North Half of the Southwest Quarter of the Northeast Quarter of the Southwest Quarter of said Section 8, in Gig Harbor, Pierce County, Washington. SUBJECT TO AND TOGETHER WITH COVENANTS, RESTRICTIONS AND EASEMENTS OF RECORD.

**SUMMARY OF ORDINANCE NO.
of the City of Gig Harbor, Washington**

On _____, 2002 the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the summary of text of which is as follows:

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
GIG HARBOR, WASHINGTON, VACATING THE PORTION
OF ERICKSON STREET, LYING BETWEEN MCDONALD
AVENUE AND SOUNDVIEW DRIVE, LOCATED IN THE
SPINNAKER RIDGE PLANNED UNIT DEVELOPMENT IN
GIG HARBOR, WASHINGTON.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR:

The full text of this ordinance will be mailed upon request.

APPROVED by the City Council at their regular meeting of _____, 2002.

BY: _____
MOLLY M. TOWSLEE, CITY CLERK



City of Gig Harbor. The "Maritime City"

DEPARTMENT OF PLANNING & BUILDING SERVICES
3125 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-4278

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: ORDINANCE AMENDING THE PROCEDURES FOR CLOSED RECORD
APPEAL HEARINGS ON PROJECT PERMIT APPLICATIONS
DATE: FEBRUARY 25, 2002

INFORMATION/BACKGROUND

At the January 14, 2002 meeting, the Council voted to direct staff to prepare revisions to Title 19 of the Gig Harbor Municipal Code. Specific changes were to amend the appeal process of Type III project applications so that appeals were directed to the courts rather than to the Council themselves. Type III project applications include plat vacations and alterations; site plans and major site plan amendments; conditional use permits, general variances; sign permit variances; site-specific rezones; shoreline substantial development permits; shoreline variances; major amendments to planned residential developments and planned unit developments; amendments to the height restriction area map; and mobile/manufactured home parks or subdivisions.

As presently drafted, with the exception of site-specific rezones, appeals of any Type III project application would go directly to the courts. Council may want to review the list of Type III applications and ensure that it is in the best interest of the City to remove the Council from the appeal process for all Type III applications, with the exception of site-specific rezones.

A public hearing and first reading of this proposed Ordinance was held on February 11, 2002.

RECOMMENDATION

I recommend that the Council approve the Ordinance amending Title 19 of the Gig Harbor Municipal Code as it pertains to the closed record appeal process.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING THE CITY'S PROCEDURES FOR CLOSED RECORD APPEAL HEARINGS ON PROJECT PERMIT APPLICATIONS, ELIMINATING ALL ADMINISTRATIVE APPEALS TO THE CITY COUNCIL, WITH THE EXCEPTION OF APPEALS OF SITE SPECIFIC REZONES (IN GHMC SECTION 17.100.035), AND CLARIFYING THE STANDARD OF APPELLATE REVIEW OF THE HEARING BODY/OFFICER'S DECISION IN A CLOSED RECORD APPEAL; AMENDING GIG HARBOR MUNICIPAL CODE SECTIONS 19.01.003 AND 19.06.005.

WHEREAS, RCW 36.70B.060(6) provides that a local government may allow an administrative appeal for some but not all project permit decisions; and

WHEREAS, the City Council desires to amend Title 19 to eliminate all closed record appeals that currently are held by the City Council, with the exception of administrative appeals of site specific rezones, which are defined as "project permits" (RCW 36.70B.020(4)); and

WHEREAS, the City's SEPA Responsible Official determined that this Ordinance is categorically exempt under WAC 197-11-800(20); and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Office of Community Development on January 31, 2002 pursuant to RCW 36.70A.106; and

WHEREAS, the City Council held a public hearing and considered this Ordinance during its regular City Council meeting of February 11, 2002; and

WHEREAS, the City Council further considered this Ordinance during its regular City Council meeting of February 25, 2002; Now, Therefore,

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

Section 1. Section 19.01.003 of the Gig Harbor Municipal Code is hereby amended to read as follows:

19.01.003 Project permit application framework.

A. Action Type.

	PROCEDURE FOR PROJECT PERMIT APPLICATIONS (TYPE I -IV)					LEGISLATIVE
	TYPE I	TYPE II	TYPE III	TYPE III-A	TYPE IV	TYPE V
Recommendation made by:	N/A	N/A	N/A	N/A	N/A	Planning commission
Final decision made by:	Director	Director	Hearing examiner	Hearing examiner	City council	City council
Notice of application:	No	No	Yes	Yes	Yes	No
Open record public hearing or open record appeal of a final decision:	No	Only if appealed, open record hearing before hearing examiner	Yes, before hearing examiner to render final decision	Yes, before hearing examiner to render final decision	No	Yes, before planning commission which makes recommendation to council

Closed record appeal/final decision:	No	No	No, only if <u>site-specific</u> <u>rezone</u> appealed, then before council	No	Yes, before council to render final decision	Yes, or council could hold its own hearing
Judicial appeal:	Yes	Yes	Yes	Yes	Yes	Yes

B. Decisions.

TYPE I	TYPE II	TYPE III	TYPE III-A	TYPE IV	TYPE V
Permitted uses not requiring site plan review	Short plat	Plat vacations and alterations	Preliminary plats	Final plats	Comp. plan amendments
Boundary line adjustments	Sign permits	Site plan/major amendments to site plans	Preliminary PRD/PUD	Final PRD/PUD	Development regulations
Minor amendments to PUD/PRD	Design review	CUP, general variances, sign permit variances, and site specific rezones			Zoning text amendments; area-wide zoning map amendments
Special use permits	Land clearing/grading	Shoreline substantial development, shoreline variance			Annexations
Temporary construction trailers	Revisions to shoreline management permits	Major amendments to PRD and PUD			
	Administrative variances	Amendment to height restriction area map			
	Administrative interpretations	Mobile/manufactured home park or subdivision			

Home occupation
permit

Hardship variance,
sign code

Modification to
landscape plans

Minor amendment to
PRD or PUD

Section 2. Section 19.06.005 of the Gig Harbor Municipal Code is hereby amended to read as follows:

19.06.005. Procedure for closed record decision/appeal.

A. Closed record appeals shall be on the record established at the open record hearing before the hearing body/officer whose decision is being appealed, which shall include the written decision of the hearing body/officer, a transcript or tape recording of the proceedings, and copies of any exhibits admitted into the record.

B. No new testimony or evidence will be accepted by the appeal body/officer except: (1) new information that was unknown to the parties at the time of the hearing which could not reasonably have been discovered by the parties and is necessary for a just resolution of the appeal; and (2) relevant information that, in the opinion of the appeal body/officer council, was improperly excluded by the hearing body/officer. Appellants who believe that information was improperly excluded must specifically request, in writing prior to the closed record appeal hearing, that the information be made part of the record. The request shall describe the information excluded, its relevance to the issues appealed, the reason(s) that the information was excluded by the hearing body/officer, and why the hearing body/officer erred in excluding the information. No reference to excluded information shall be made in any presentation to the appeal body/officer council on the merits, written or oral, until the appeal body/officer council has determined that the information should be admitted.

C. ~~±~~ Parties to the appeal may present written and/or oral arguments to the appeal body/officer council. Argument shall describe the particular errors committed by the hearing body/officer, with specific references to the appeal administrative record. The appellant shall bear the burden to demonstrate that substantial evidence does not exist in the administrative record to support the decision of the hearing body/officer.

D. 2. The hearing shall commence with a presentation by the director or the director's designee, of the general background of the proposed development and the issues in dispute. After the director's presentation, the appellants shall first present oral argument, and then the other parties of record shall make their arguments. ~~Council members~~ The appeal body/officer may question any party concerning disputed issues, but shall not request information not in the administrative record.

E. 3. The ~~council~~ appeal body/officer shall determine whether there is substantial evidence in the administrative record to support the decision of the hearing body/officer. The appeal body/officer may affirm, modify or reverse the decision of the hearing body/officer. Upon written agreement by the applicant to waive the statutory prohibition against more than one open record and one closed record hearing, and, if needed, to waive the requirement for a decision within the time periods set forth in RCW 36.70B.0980, as allowed by RCW 36.70B.080(3), the appeal body/officer may remand the decision to the hearing body for additional information.

B. F. Open Record Appeal Hearings. An open record appeal hearing shall be conducted in the manner set forth in chapter 19.05 GHMC.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

Section 4. Effective Date. This ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor
this ___th day of _____, 2002.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: 2/7/02
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

SUMMARY OF ORDINANCE NO. ____

of the City of Gig Harbor, Washington

On _____, 2002, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING THE CITY'S PROCEDURES FOR CLOSED RECORD APPEAL HEARINGS ON PROJECT PERMIT APPLICATIONS, ELIMINATING ALL ADMINISTRATIVE APPEALS TO THE CITY COUNCIL, WITH THE EXCEPTION OF APPEALS OF SITE SPECIFIC REZONES (IN GIG HARBOR MUNICIPAL CODE SECTION 17.100.035), AND CLARIFYING THE STANDARD OF APPELLATE REVIEW OF THE HEARING BODY/OFFICER'S DECISION IN A CLOSED RECORD APPEAL; AMENDING GIG HARBOR MUNICIPAL CODE SECTIONS 19.01.003 AND 19.06.005.

The full text of this Ordinance will be mailed upon request.

APPROVED by the City Council at their meeting of _____, 2002.

MOLLY TOWSLEE, CITY CLERK



City of Gig Harbor. The "Maritime City"

DEPARTMENT OF PLANNING & BUILDING SERVICES
3125 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-4278

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: ORDINANCE AMENDING THE IMPACT FEE ORDINANCE
DATE: FEBRUARY 25, 2002

INFORMATION/BACKGROUND

The City's impact fee ordinance was adopted prior to the date that the Washington courts addressed the question whether such fees were subject to the vested rights doctrine, which allows developers to vest their applications to the land use control ordinances in place at the time complete building permit or preliminary plat applications are submitted. It is appropriate to amend the impact fee ordinance to be consistent with the recent ruling by the Washington court that impact fees are not subject to the vesting doctrine. The impact fee ordinance should also be amended to clarify the fact that the City will calculate and collect the impact fee at the time of building permit issuance. The City Attorney has prepared an ordinance detailing such amendments to Title 19. A public hearing and first reading of this proposed Ordinance was held on February 11, 2002.

RECOMMENDATION

I recommend that the Council approve the ordinance amending Title 19 of the Gig Harbor Municipal Code relating to impact fees.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING THE CITY'S IMPACT FEE ORDINANCE TO CHANGE THE DATE FOR CALCULATION OF THE AMOUNT OF THE FEE TO BE IMPOSED, CLARIFYING THE INAPPLICABILITY OF THE VESTING DOCTRINE TO IMPACT FEES CONSISTENT WITH WASHINGTON LAW, AMENDING GHMC SECTION 19.12.100 AND MAKING MINOR TYPOGRAPHICAL CORRECTIONS TO GHMC SECTION 19.12.110 TO CLARIFY THE FACT THAT THE IMPACT FEE WILL BE CALCULATED AT THE TIME OF BUILDING PERMIT ISSUANCE.

WHEREAS, the City's impact fee ordinance was adopted prior to the date that the Washington courts addressed the question whether such fees were subject to the vested rights doctrine, which allows developers to vest their applications to the land use control ordinances in place at the time complete building permit or preliminary plat applications are submitted; and

WHEREAS, the City desires to amend its impact fee ordinance to be consistent with the recent ruling by the Washington court that impact fees are not subject to the vesting doctrine; and

WHEREAS, Section 19.12.100 of the impact fee ordinance should also be amended to clarify the fact that the City will calculate and issue the impact fee at the time of building permit issuance; and

WHEREAS, the City SEPA Responsible Official has determined that this Ordinance is categorically exempt from SEPA, pursuant to WAC 197-11-800(20); and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Office of Community Development on February 6, 2002 pursuant to RCW 36.70A.106; and

WHEREAS, the City Council held a public hearing and considered this Ordinance during its regular City Council meeting of February 11, 2002; and

WHEREAS, the City Council further considered this Ordinance during its regular City Council meeting of February 25, 2002; Now, Therefore,

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

Section 1. Section 19.12.100 of the Gig Harbor Municipal Code is hereby amended to read as follows:

19.12.100 Payment of Fees.

A. All developers shall pay an impact fee in accordance with the provisions of this chapter, which shall be calculated by the City at the time that the applicable development building permit is ready for issuance.

~~1. Vested Permits. The fee paid shall be the amount in effect as of the date the city determines that the applicable development permit is complete, as long as at least one development permit for the project is of the type that vests under the city's ordinances or state law.~~

~~2. Non Vested Permits. If a developer submits an application for a development permit that does not vest under the city's ordinances or state law, then the fee paid shall be the amount in effect as of the date of permit issuance.~~

~~3. Plats. The amount of the impact fee shall be the amount established at the time the preliminary plat or short plat applications are determined to be complete by the city only if: (i) the approval of the preliminary plat has not expired; or (ii) at the very latest, the developer has submitted a complete building permit application for all construction in the plat within five years of the anniversary date of the shore plat or final plat.~~

B. The impact fee, ~~as initially calculated for a development permit,~~ shall be recalculated at the time of issuance if the development application is modified or conditioned in such a way as to alter park and transportation impacts for the development.

C. A developer may obtain a preliminary determination of the impact fee before submitting an application for a development permit by providing the director with the information needed for processing. However, because impact fees are not subject to the vested rights doctrine, the fee actually paid by the developer will be the impact fee in effect at the time of building permit issuance, regardless of any preliminary determination.

Section 2. Section 19.12.110 of the Gig Harbor Municipal Code is hereby amended to read as follows:

19.12.110 Time of payment of impact fees.

A. Payment of any required impact fees, calculated as set forth in GHMC 19.12.100(A)(3) shall be made prior to the issuance of a building permit. ~~If the impact fee is not at final approval, this shall be noted by a covenant placed on the face of the recorded plat and included in the deed for each affected lot within the plat.~~

* * *

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

Section 4. Effective Date. This ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor
this ___th day of ____, 2002.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____
PUBLISHED: _____
EFFECTIVE DATE: _____
ORDINANCE NO. _____

SUMMARY OF ORDINANCE NO. ____

of the City of Gig Harbor, Washington

On _____, 2002, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING THE CITY'S IMPACT FEE ORDINANCE TO CHANGE THE DATE FOR CALCULATION OF THE AMOUNT OF THE FEE TO BE IMPOSED, CLARIFYING THE INAPPLICABILITY OF THE VESTED RIGHTS DOCTRINE TO IMPACT FEES CONSISTENT WITH WASHINGTON LAW, AMENDING GHMC SECTION 19.12.100 AND MAKING MINOR TYPOGRAPHICAL CORRECTIONS TO GHMC SECTION 19.12.110 TO CLARIFY THE FACT THAT THE IMPACT FEE WILL BE CALCULATED AT THE TIME OF BUILDING PERMIT ISSUANCE.

The full text of this Ordinance will be mailed upon request.

APPROVED by the City Council at their meeting of _____, 2002.

MOLLY TOWSLEE, CITY CLERK



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: RESOLUTION FOR PUBLIC HEARING
- RUST STREET VACATION REQUEST
- ERIC AND MAUREEN BARTA
DATE: FEBRUARY 25, 2002

INTRODUCTION/BACKGROUND

The City Council passed Resolution No. 582 on February 11, 2002, setting Monday, February 25, 2002 at 7:00 P.M. as the date for the public hearing on the proposed street vacation for Mr. and Mrs. Eric Barta.

The date established for the public hearing did not provide for the required twenty-day notice period, as defined in GHMC 12.14.008A.

FISCAL CONSIDERATIONS

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

RECOMMENDATIONS

I recommend that the Council rescind Resolution 582, and pass a new resolution setting March 25, 2002 as the date for the public hearing on the proposed street vacation of Rust Street.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, TO INITIATE THE PROCEDURE FOR THE VACATION OF A PORTION OF RUST STREET LYING NORTH HARBORVIEW DRIVE AND WHEELER AVENUE.

WHEREAS, Mr. and Mrs. Eric Barta, husband and wife desire to initiate the procedure for the vacation of the portion of Rust Street, originally created in the plat called Extension to the City of Gig Harbor, recorded in 1891 in Book 6 of Plats at Page 74 in Pierce County, Washington.

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 City Hall on Monday, March 25, 2002, at 7:00 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 ____th day of February, 2002.

Gretchen A. Wilbert, Mayor

ATTEST:

Molly M. Towslee, City Clerk



VERNHARDSON

ROHWER

BARTA

RUST

NORTH HARBORVIEW

RUST STREET VACATION



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: RESOLUTION FOR PUBLIC HEARING
- RUST STREET VACATION REQUEST
- RICHARD AND HEIDI ROHWER
DATE: FEBRUARY 25, 2002

INTRODUCTION/BACKGROUND

The City Council passed Resolution No. 581 on February 11, 2002, setting Monday, February 25, 2002 at 7:00 P.M. as the date for the public hearing on the proposed street vacation for Mr. and Mrs. Richard Rohwer.

The date established for the public hearing did not provide for the required twenty-day notice period, as defined in GHMC 12.14.008A.

FISCAL CONSIDERATIONS

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

RECOMMENDATIONS

I recommend that the Council move to rescind Resolution 581, and pass a new resolution setting March 25, 2002 as the date for the public hearing on the proposed street vacation of Rust Street.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, TO INITIATE THE PROCEDURE FOR THE VACATION OF A PORTION OF RUST STREET LYING BETWEEN MILTON AVENUE AND NORTH HARBORVIEW DRIVE.

WHEREAS, Mr. and Mrs. Richard D. Rohwer, husband and wife, desire to initiate the procedure for the vacation of the portion of Rust Street, originally created in the plat called Extension to the City of Gig Harbor, recorded in 1891 in Book 6 of Plats at Page 74 in Pierce County, Washington.

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 City Hall on Monday, March 25, 2002, at 7:00 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 ____th day of February, 2002.

Gretchen A. Wilbert, Mayor

ATTEST:

Molly M. Towslee, City Clerk



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: LATECOMERS AGREEMENT FOR REIMBURSEMENT OF
MUNICIPAL WATER AND SEWER – BURNHAM DRIVE WATER MAIN
EXTENSION
- LOGAN INTERNATIONAL
DATE: FEBRUARY 25, 2002

INTRODUCTION/BACKGROUND

In an effort to recapture a portion of their construction costs for the Burnham Drive 16-inch Water Main Extension Project, the primary funding contributor for this project, Logan International, has requested City Council approval of this latecomers agreement.

Exhibits A, B, and C identify and quantify the participants who would be required to financially participate in the reimbursement costs for this project. Financial assessment would occur at the time of hook up to the waterline for beneficial use.

The agreement has been drafted and approved by City Attorney Carol Morris and by the City Engineer.

FISCAL CONSIDERATIONS

There is no financial impact to the City upon execution of this agreement.

RECOMMENDATION

I recommend that the Council approve the attached latecomers agreement as presented and authorize the Mayor to sign the document on behalf of the City of Gig Harbor.

After Recording Return To:
File at the Request of:

City Engineer
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

**LATECOMERS AGREEMENT FOR REIMBURSEMENT
OF MUNICIPAL WATER AND SEWER**

THIS AGREEMENT, made this ____ day of _____ 2002,
by and between Logan International, a Washington corporation, and the City of Gig Harbor,
situate in Pierce County, Washington, the parties respectively referred to herein as "Owner" and
"City".

WITNESSETH:

RECITALS

1. The City owns and operates a water system within and adjacent to its limits; and
2. The Owner has constructed, under agreement with the City, pursuant to the Municipal Water and Sewer Facilities Act, RCW 35.91.010, *et seq.*, certain extensions to said system more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference, which additions are capable of serving areas now owned by the Owner; and
3. The area capable of being served by the extensions to said systems described in Exhibit "A", is herein referred to as the "benefited property," and is more particularly described in Exhibit "B", attached hereto and by this reference incorporated herein; and
4. The extensions to said system described in Exhibit "A" are located within the area served by the City and have not been accepted by the City for maintenance and operation; and
5. The cost of construction of the extensions described in Exhibit "A" under the provisions of said Municipal Water and Sewer Facilities Act amounts to \$346,585.50; and
6. The City has determined and the Owners have agreed that the area benefited by said extensions amounts to 6,221 lineal front feet all of which is directly attributable to the benefited property, resulting in fair prorata shares of the cost of construction of said extensions, to be collected from the owner or owners of any parcel benefited thereby, and who tap on or connect to said system as described in Exhibit 'C'; and

7. The City and Owner desire and intend by this Agreement to provide for collection of the fair prorata share of the cost of construction of said extensions from the owners of the benefited properties (as described on Exhibit "B") who did not contribute to the original cost thereof, under the provisions of the Municipal Water and Sewer Facilities Act, PROVIDED, that nothing contained herein shall be construed to affect or impair in any manner the right of the City to regulate the use of its said system of which the extensions described in Exhibit "A" shall become a part under the terms of this Agreement, pursuant to the provisions of any ordinance, resolution, or policy now or hereafter in effect. The imposition by the City of any such requirement shall not be deemed an impairment of this Agreement though it may be imposed in such a manner as to refuse service to an owner of the benefited property in order to secure compliance with such requirements of the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, it is agreed by and between the parties hereto as follows:

A. All of the recitals set forth above are adopted by the parties as material elements of this Agreement.

B. The Owner shall transfer title, free and clear of all encumbrances to the extensions described in Exhibit "A", by a Bill of Sale to be executed and delivered by Owner to the City upon acceptance of said extensions for maintenance by the City. This Bill of Sale shall contain the Owner's warranty that it has good title and the right to convey said extensions, that it will warrant and defend the City against the claim of interest therein asserted by any third person, that it will guarantee the workmanship and materials in said facility for a period of one year after the date of acceptance by the City and that it warrants said extensions to be fit for the use for which they are intended.

C. Owner further warrants that it is the owner in title absolute of the extensions described in Exhibit "A", that it has neither permitted or suffered any person or other entity to tap onto said extensions prior to the date of this Agreement; that the fair prorata charges as described in Exhibit "C", totaling \$346,585.50, are to be assessed against the owner/s of each parcel within the benefited premises, as described in Exhibit "A", who subsequently tap on to or connect to said facility, and do further warrant that there are no persons, firms or corporations who have filed or have the right to file a lien against said extensions pursuant to the provisions of Title 60 of the Revised Code of Washington, other than those heretofore filed which have been satisfied. In the event that any lien or other claim against said extensions are asserted after conveyance to the City, (which Owner shall defend and save harmless the City from loss on account thereof), and in the event the City shall be put to any expense in defense of such claim or otherwise, then the City shall have a lien against any funds then or thereafter deposited with it pursuant to this Agreement.

D. In consideration of the conveyance of the extensions described in Exhibit "A", the City agrees to accept said extensions for maintenance as part of its facility, after inspection and

testing by the City Engineer and his recommendation of acceptance, and further agrees to collect from the owners of the realty benefited by said lien who have-not heretofore contributed to the cost of construction thereof, and who subsequently tap onto or use the same, a fair prorata share of the cost of such construction based upon the sum of which unit charge shall be conclusively presumed to be a fair prorata charge against the benefited parcels. The City shall charge, in addition to its usual and ordinary charges made against persons applying for service from said facility and in addition to the amount agreed to be collected by the City in this paragraph, a sum equal to fifteen percent (15%) to be collected from owners or persons tapping onto said facility, which sum shall be used by the City to defray the cost of labor, bookkeeping, and accounting, pursuant to the terms of this Agreement.

E. The City shall pay to the Owner the sums agreed by it to be collected pursuant to the provisions of the preceding paragraph, within sixty (60) days after receipt thereof at the address of the Owner as set forth hereinafter or at such other addresses as the Owner shall provide by Certified Mail. If said payments are returned to the City unclaimed by the Owner or if the City is unable to locate the Owner after six (6) months, the City shall retain all sums then received and all future sums collected under this Agreement.

F. In the event of the assignment or transfer of the rights of the Owner voluntarily, involuntarily, or by operation of law, then the City shall pay all benefits accruing hereunder, after notice, to such successor of the Owner as the City, in its sole judgment, deems entitled to such benefits; and in the event conflicting demands are made upon the City for benefits accruing under this Agreement, then the City may, at its option, commence an action in interpleader joining any party claiming rights under this Agreement, or other parties which the City believes to be necessary or proper, and the City shall be discharged from further liability upon paying the person or persons whom any court having jurisdiction of such interpleader action shall determine, and in such action the City shall be entitled to recover its reasonable attorney's fees and cost, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this Agreement.

G. The City agrees not to allow an Owner or user of any benefited property as described in Exhibit "A" to tap onto said facility without such owner or user having first paid to the City a sum equal to the fair prorata charge hereinabove set forth.

H. In the event of any claims arising as a result of the acts or omissions of the City, its officers, officials, employees representatives and agents, in the performance of the services described in this Agreement, the Owner hereby agrees to release, indemnify, defend and hold the City, its officers, officials, employees, agents and representatives, harmless from any and all claims, costs, judgments, awards, attorneys' fees or liabilities to any person. In addition, the Owner hereby agrees to release, indemnify, defend and hold the City, its officers, officials, employees, agents and representatives, harmless from any and all claims, costs, judgments, awards, attorneys' fees or liabilities to any third persons asserting that the formula used to determine either the benefited properties or the amount of such benefit is in error or does not

amount to a fair prorata charge.

I. The City shall be entitled to rely, without any resulting liability to the City, on the provisions of this Agreement with respect to the fairness of the prorata charge herein provided, and upon the designation and description of the benefited properties set forth in Exhibit "B".

J. This Agreement shall become operative immediately after recording with the Auditor of each County in which any of the benefited lands are situated, at the expense of the Owner, and shall remain in full force and effect for a period of fifteen (15) years after the date of such recording, or until the Owner, or its successors or assigns, shall have been fully reimbursed as aforesaid, whichever event occurs earlier; provided, that in the event the additions described in Exhibit "A" or any portions thereof shall, during the term of this Agreement, be rendered useless by the redesign or reconstruction of a portion of the City's facility, such determination of uselessness to be in the absolute discretion of the City Engineer, then the City's obligation to collect for the Owner of the tapping charges provided pursuant to this Agreement shall cease.

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

L. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary.

City of Gig Harbor
3105 Judson Street
Attn: City Engineer
Gig Harbor, WA 98335

(Owner)
Greg Elderkin
Logan International
PO Box 860
Renton, WA 98055

M. All of the provisions, conditions, regulations and requirements of this Agreement shall be binding upon the successors and assigns of the Owner, as if they were specifically mentioned herein.

N. This Agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction of any resulting dispute shall be in Pierce County Superior Court, Pierce County, Washington. The prevailing party in any legal action shall be entitled to all other remedies provided herein, and to all costs and expenses, including attorneys' fees, expert witness fees or other witness fees and any such fees and expenses incurred on appeal.

O. Any invalidity, in whole or in part, of any of the provisions of this Agreement shall not affect the validity of any other of its provisions.

P. No term or provision herein shall be deemed waived and no breach excused unless

such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

Q. This Agreement, including its exhibits and all documents referenced herein, constitutes the entire agreement between the City and the Owner, and supersedes all proposals, oral or written, between the parties on the subject.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

CITY OF GIG HARBOR

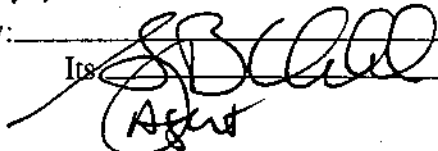
By: _____
Its Mayor

ATTEST:

By: _____
City Clerk, _____

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY

By: _____

OWNERS
Logan International Corp.
N/K/A Triamne Holdings, Inc.
By: _____
Its 
Agent

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

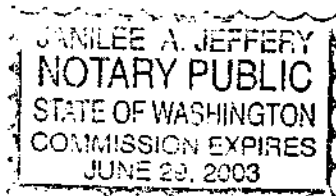
Dated: _____

NOTARY PUBLIC, State of Washington,
Print Name: _____
Residing at: _____
My Commission expires: _____

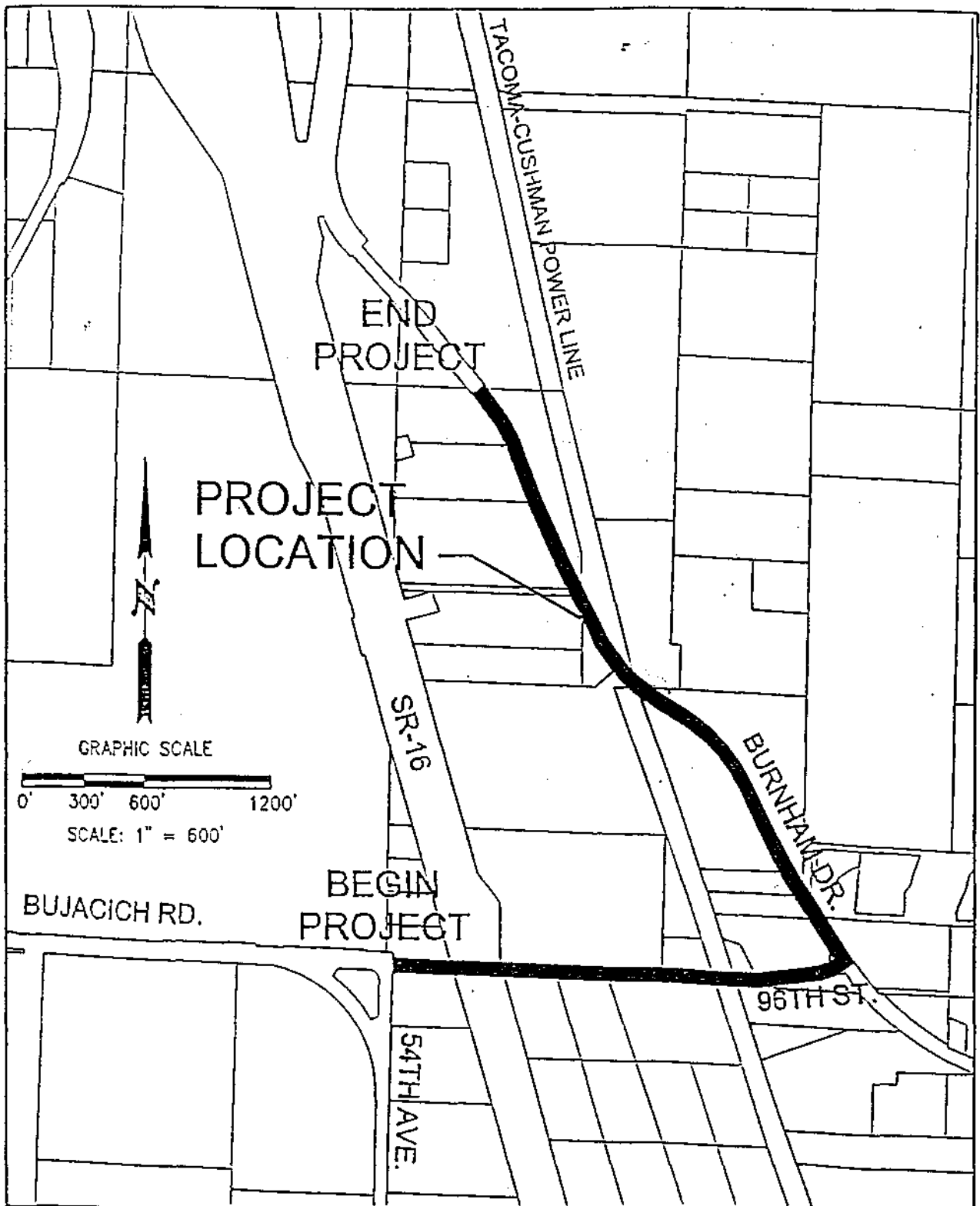
STATE OF WASHINGTON)
) ss.
COUNTY OF ^{King}PIERCE)

I certify that I know or have satisfactory evidence that Greg B. Elrick is the person who appeared before me, and said person acknowledged that (he/~~she~~) signed this instrument, on oath stated that (he/~~she~~) was authorized to execute the instrument and acknowledged it as the Agent of Triadone Holdings Inc. - Escrow Agent to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2-6-2002



Janilee A. Jeffery
NOTARY PUBLIC, State of Washington
Print Name: Janilee A. Jeffery
Residing at: Ashton, WA
My Commission expires: 6-29-03



BURNHAM DR. WATER IMPROVEMENT PROJECT
EXHIBIT "A"

EXHIBIT B

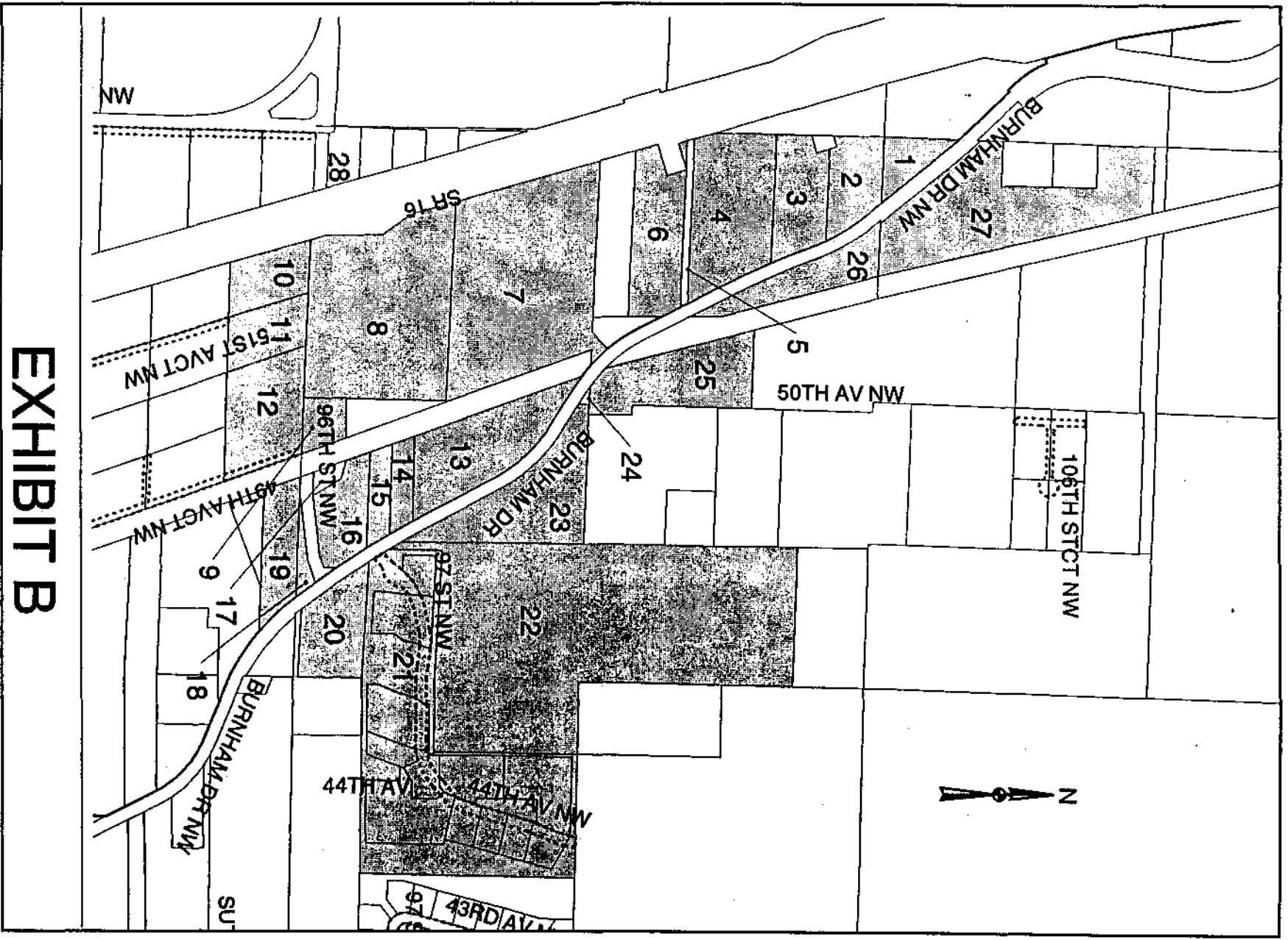


EXHIBIT C:

BURNHAM DRIVE WATER MAIN EXTENSION
 TOTAL PROJECT COST: \$346,585.50

EXHIBIT B MAP #	PARCEL NO.	AREA (acre)	AREA (square feet)	FRONTAGE (lf)	LOT AREA CHARGE	FRONT FOOTAGE CHARGE	TOTAL CHARGE
1	0222312008	1.07	46,609.20	469	\$1,929.35	\$4,246.31	\$6,175.65
2	0222313022	2.07	90,169.20	316	\$3,732.48	\$2,861.05	\$6,593.53
3	0222313009	3.22	140,263.20	278	\$5,806.08	\$2,517.00	\$8,323.08
4	0222313042	7.03	306,226.80	437	\$12,676.00	\$3,956.58	\$16,632.58
5	0222313040	0.57	24,829.20	36	\$1,027.78	\$325.94	\$1,353.73
6	0222313028	4.64	202,118.40	100	\$8,366.52	\$905.40	\$9,271.92
7	0222313062	13.56	590,673.60	109	\$24,450.43	\$986.88	\$25,437.32
8	0222313038	12.33	537,094.80	743	\$22,232.58	\$6,727.09	\$28,959.68
9	0222313053	1.10	47,916.00	265	\$1,983.44	\$2,399.30	\$4,382.74
10	0221062039	2.29	99,752.40	251	\$4,129.17	\$2,272.54	\$6,401.71
11	0221062069	2.26	98,445.60	248	\$4,075.07	\$2,245.38	\$6,320.45
12	0221062064	4.79	208,652.40	510	\$8,636.99	\$4,617.52	\$13,254.51
13	0222313020	5.44	236,966.40	1075	\$9,809.02	\$9,733.00	\$19,542.03
14	0222313027	0.92	40,075.20	124	\$1,658.88	\$1,122.69	\$2,781.57
15	0222313018	0.92	40,075.20	123	\$1,658.88	\$1,113.64	\$2,772.52
16	0222313063	2.14	93,218.40	401	\$3,858.70	\$3,630.64	\$7,489.33
17	0222313050	0.36	15,681.60	111	\$649.13	\$1,004.99	\$1,654.12
18	0222313049	0.39	16,988.40	410	\$703.22	\$3,712.12	\$4,415.34
19	0221062006	2.93	127,630.80	98	\$5,283.17	\$887.29	\$6,170.46
20	0222313016	3.01	131,115.60	387	\$5,427.42	\$3,503.88	\$8,931.30
21	4001020190	20.07	874,249.20	112	\$36,188.81	\$1,014.04	\$37,202.85
22	0222313044	30.36	1,322,481.60	66	\$54,743.01	\$597.56	\$55,340.57
23	0222313024	5.00	217,800.00	1079	\$9,015.65	\$9,769.22	\$18,784.87
24	0222313012	0.02	871.20	97	\$36.06	\$878.23	\$914.30
25	0222313035	5.29	230,432.40	111	\$9,538.55	\$1,004.99	\$10,543.54
26	0222313008	2.40	104,544.00	1008	\$4,327.51	\$9,126.39	\$13,453.90
27	0222312035	9.98	434,728.80	606	\$17,995.23	\$5,486.70	\$23,481.93
28	0222313064	0.89	38,768.40	265	\$1,604.79	\$2,399.30	\$4,004.08
TOTALS:			6,279,609.60	9,570.00	\$259,939.13	\$86,646.38	\$346,585.50

Front Footage Charge = (Total Project Cost)(0.25)(Lot Front Footage)/9,473
 Lot Area Charge - (Total Project Cost)(0.75)(Lot Area)/6,278,738.40



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: RESOLUTION FOR PUBLIC HEARING
- SUTHERLAND STREET AND PRENTICE AVENUE VACATION
REQUEST, CHARLES S. BUCHER
DATE: FEBRUARY 25, 2002

INTRODUCTION/BACKGROUND

The City received a letter on January 23, 2002 from Mr. Charles S. Bucher, owner of the abutting property, petitioning the City to vacate portions of Sutherland Street and Prentice Avenue in accordance with GHMC 12.14.002C.

As defined in 12.14 GHMC a resolution must be passed by the Council setting a time and date for a public hearing on the proposed street vacation.

FISCAL CONSIDERATIONS

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

RECOMMENDATIONS

I recommend that the Council pass the resolution setting Monday, March 25, 2002 at 7:00 P.M. as the date for the public hearing on the proposed street vacation of Sutherland Street and Prentice Avenue.

rcpt # 43321
\$150.00

RECEIVED
CITY OF GIG HARBOR

FEB 14 2002

PLANNING AND BUILDING
SERVICES

HARBOR HOME DESIGN INC.

8811 N. Harborview Drive, Suite A
Gig Harbor, WA 98332
Phone (253) 851-8808
Fax (253) 858-1744
charles@harborhomedesign.com

January 23, 2002

Mr. John P. Vodopich AICP
Director of Planning and Building Services
3125 Judson Street
Gig Harbor, WA 98335

RE: Vacation of a portion of front street right-of-way(s)

Dear Mr. Vodopich,

This letter serves as an official request to vacate a 32-foot wide strip and a 33-foot wide strip of front street right-of-way(s) abutting my property at 9409 Woodworth Ave. in the city of Gig Harbor. These right-of-ways along with my property were created from the plat called "Extension to the city of Gig Harbor" record in 1891 in book 6 of plats at page 74 in Pierce County, Washington. These portions of Front Street abutting my property at parcel number 981500-021-0 have never been used as streets. In fact, most of it lies on a steep hillside.

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 Front Street right-of-way abutting my parcel(s) has adversely become mine legally since this right-of-way was never used for its original purpose.

In light of this information, I wish to request that portion of the Front Streets abutting my property be vacated. See attached drawings depicting the original location of the subject portion of Front Street right-of-way(s) in relation to my parcels.

Thank you for your assistance.

Sincerely,



Charles S. Bucher

enclosure

cc: Mark Hoppen, City Administrator

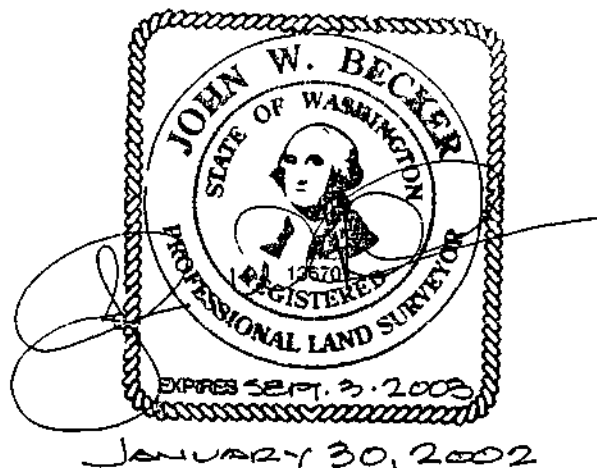
PROPOSED LEGAL DESCRIPTION

RIGHT-OF-WAY THAT WILL ATTACH TO BUCHER ADJOINER FOLLOWING VACATION OF A PORTION OF SUTHERLAND ST. AND PRENTICE AVE., GIG HARBOR, WASHINGTON.

THE SOUTH HALF OF THAT PORTION OF SUTHERLAND STREET (FORMERLY WHITE STREET) AS DEPICTED ON THE PLAT OF WOODWORTH'S ADDITION TO GIG HARBOR, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGE 66, RECORDS OF PIERCE COUNTY, WASHINGTON, LYING BETWEEN THE NORTHERLY PRODUCTION OF THE WEST LINE OF BLOCK 7 OF SAID PLAT, AND THE CENTERLINE OF PRENTICE AVENUE (FORMERLY CHESTER STREET).

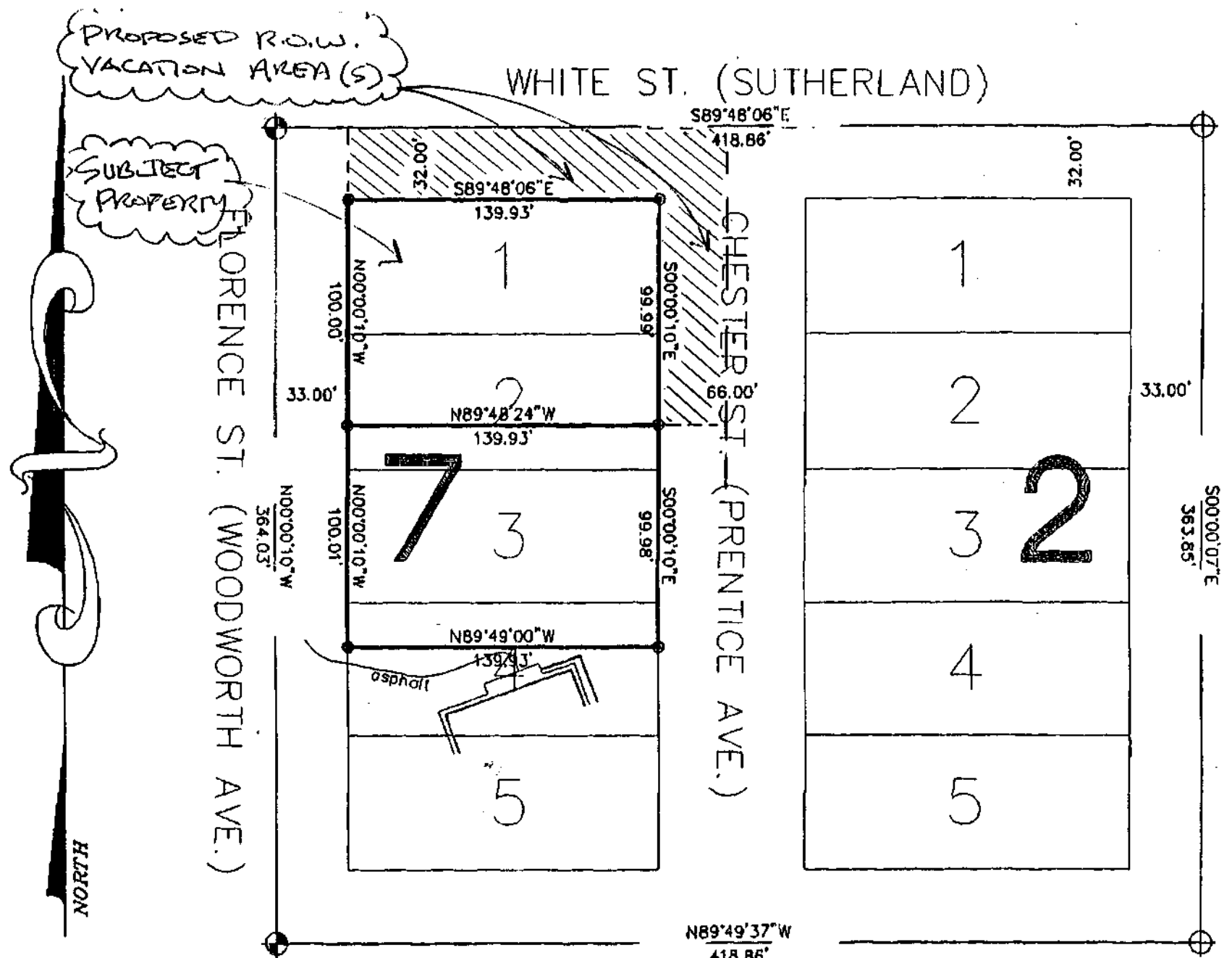
TOGETHER WITH THAT PORTION OF THE WEST HALF OF PRENTICE AVENUE (FORMERLY CHESTER STREET) IN SAID PLAT OF WOODWORTH'S ADDITION, LYING BETWEEN THE EASTERLY PRODUCTION OF THE NORTH LINE OF BLOCK 7 IN SAID PLAT, AND THE EASTERLY PRODUCTION OF THE SOUTH LINE OF THE NORTH 40 FEET OF LOT 2, BLOCK 7, SAID PLAT OF WOODWORTH'S ADDITION TO GIG HARBOR.

ALL BEING SITUATE IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., PIERCE COUNTY, WASHINGTON.

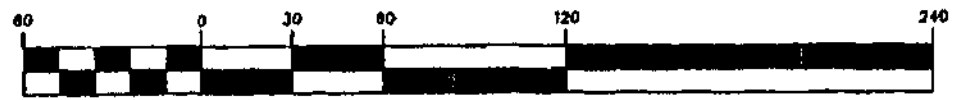


PREPARED BY AHBL, INC.
AHBL JOB NO. 201494.50
January 30, 2002

20149450leg.doc

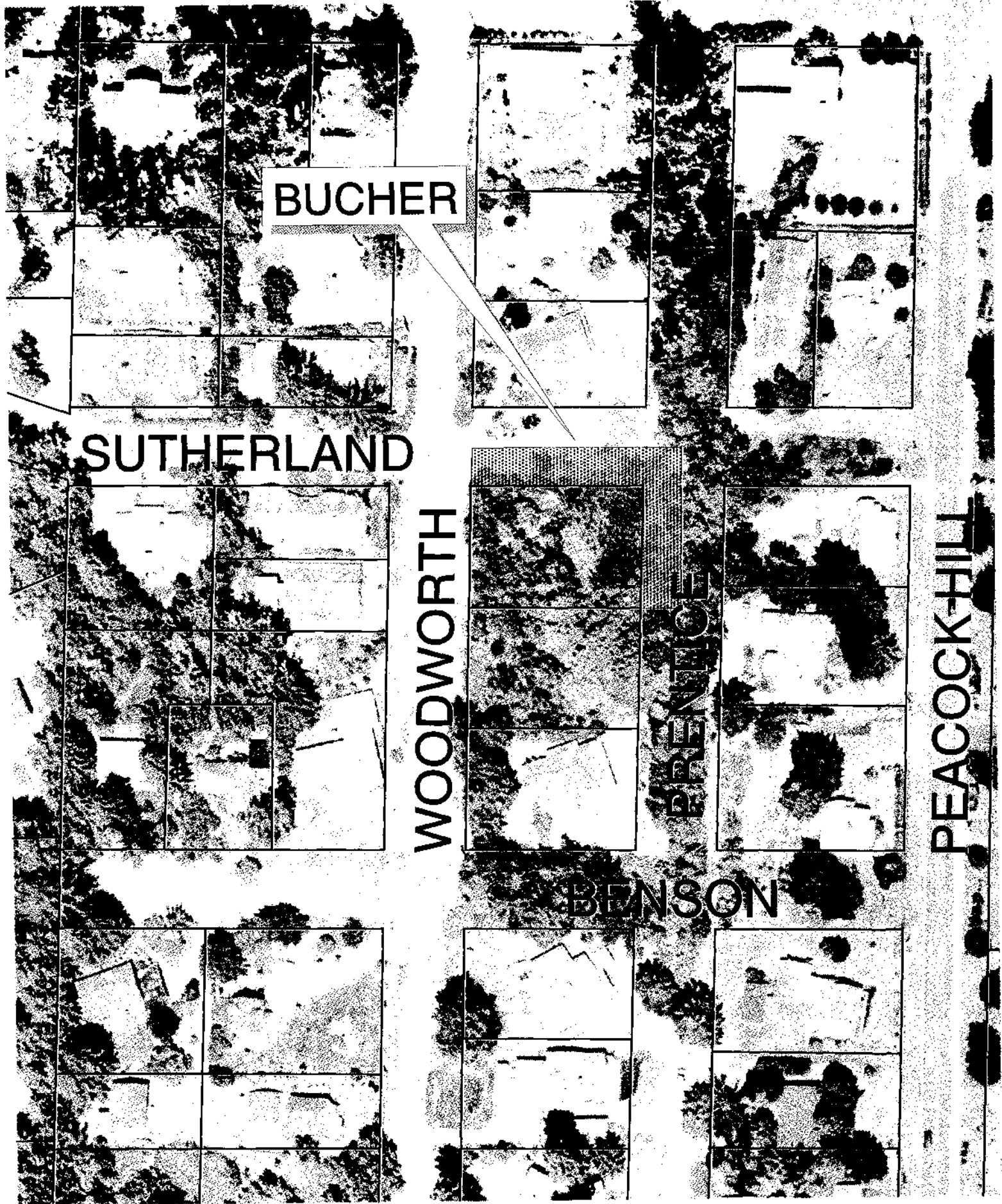


GRAPHIC SCALE



(IN FEET)
1 inch = 60 ft.

NORTON ST. (BENSON)



BUCHER

SUTHERLAND

WOODWORTH

PRENTICE

PEACOCK-HILL

BENSON

SUTHERLAND/PRENTICE VACATION



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: DECLARATION OF SURPLUS PROPERTY
DATE: FEBRUARY 25, 2002

INTRODUCTION/BACKGROUND

The 2002 budget anticipated replacement of equipment, tools and computer hardware. In the process of reviewing current equipment inventories, several additional items have been determined to be obsolete or surplus to the City's present or future needs. The vehicles and other items of City property proposed for declaration as surplus are set forth in the attached resolution.

FISCAL CONSIDERATIONS

Monies received for the surplus items will be used to offset the costs for new vehicles and equipment.

RECOMMENDATION

I recommend that the Council move and approve the attached resolution declaring the specified equipment surplus and eligible for sale.

RESOLUTION NO. ____

**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

WHEREAS, the City may declare such equipment surplus and eligible for sale;

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

To declare as surplus:

COMPUTERS PERIPHERALS:			
ITEM #	ITEM DESCRIPTION	MODEL INFORMATION	
1	Computer	2819107	P4D-66 ID#00565
2	Computer	3040495	P5-90
3	Computer	4256551	P5-120
4	Computer	2249093	P4D-33 ID#00513
5	Computer	492287-824013	386/33C ID#00510
6	Computer	801809	486 ID#00357
7	Computer	0009084613	E3110
8	LaserJet Printer	JPBX001224	HP4 ID#00590
9	(7) Keyboards (miscellaneous)		
10	(1) Ergo Keyboard		
11	Okidata 380 Printer	105A0050258	ID#00316
12	(24) power cords (miscellaneous)		
13	(4) mice (miscellaneous)		
14	Monitor	TB1834091041	CS1024N12 ID#00516
15	Monitor	8119350	CPD-15F23
16	Monitor	TB1834053142	CS1024N12
17	Monitor	TB9A90412	PMV1448 ID#00524
18	Port Gateway	HD600471427	md-3
19	(1) Software (misc. box)		
20	(1) Centre Computer Hub	F24973261B	MR815T
21	(1) Modem Supra Fax	V.34-032617	
22	(1) Caviar 2340 Drive	3043623	

COMPUTERS PERIPHERALS:		MODEL INFO.	
ITEM #	ITEM DESCRIPTION		
23	Caviar 2250 Drive	1234046	
24	(1) Intel Chip	i486SX	
25	(1) Intel Chip	i486DX	
26	Port/Board	BFOES34180A	
27	Epson Power Supply	3EVV981298429	
28	Power Supply	M53703974A1	
29	Book Library Netware 4.11		
30	Port/Board scanner 3421		
31	Spectum Screen Cover		
32	Intel Net Port	2006196-9128	ID#00788
33	Apex Internet	NP56044C	ID#00788
34	Sharp Calculator	3C096733	EL-1630G
35	Monitor - Vivitron 15	8119340	ID#00577
36	Monitor - Vivitron 15	8596899	
37	Std. Tech. Monitor	HI47029	
38	Vit 1572 Monitor	8158820	ID#00566
39	Monitor Crystal Scan	TB1834053247	1027N1 ID#00761
40	Printer cabinet		
41	HP Laser4 Toner		
42	Gateway 2000 - Monitor	TB1834091041	ID#00516
43	Gateway 2000	2819107	WFWG ID#00565
44	Zip drive - broken	PRFV44054Y	Z100P2
45	Gateway Baby AT PC	3123197	BABY AT ID#00529
46	Gateway Monitor	8191072	CPD-15F13 ID#00530
47	1 Keyboard		

ITEM	EQUIPMENT	SERIAL/ID NUMBER	MODEL INFO
48	GMC Flatbed Truck	1GDJC34N6NE535925	
49	1990 Big Toy Wooden Play Structure		
50	Trail Blaser Brush Mower	P118741	11307

PASSED ON THIS _____ day of February, 2002.

APPROVED:

MAYOR GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

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