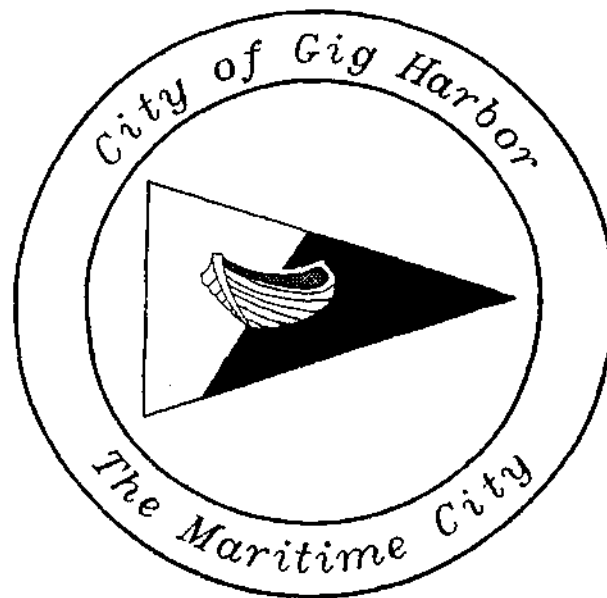


Gig Harbor City Council Meeting



**April 8, 2002
7:00 p.m.**

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
April 8, 2002 - 7:00 p.m.**

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 March 25, 2002.
2. Proclamations/Correspondence: Proclamation – Emergency Preparedness.
3. Pavement Marking Contract Award.
4. Right-of-Way Dedication, Datta – Grandview Street Improvement Project.
5. Biosolids Contract – South Sound Soils, LLC.
6. Appointments to Gig Harbor Arts Commission.
7. Update to Job Descriptions.
8. Approval of Payment of Bills for April 8, 2002.
Checks #35732 through #35869 in the amount of \$212,915.23.
9. Approval of Payroll for the month of March.
Checks #1361 through #1418 and direct deposits in the amount of \$194,481.74.

OLD BUSINESS:

1. Authorization for the Use of Uniforms and Off Duty Employment Agreement.
2. Second Reading of Ordinance - Street Vacation – Rust Street – Barta.
3. Second Reading of Ordinance - Street Vacation – Rust Street – Rohwer.
4. Second Reading of Ordinance - Street Vacation – Sutherland Street/Prentice Avenue – Bucher.

NEW BUSINESS:

1. Latecomers Agreement for Reimbursement of Municipal Water and Sewer – Burnham Drive Waterline Project.

STAFF REPORTS:

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT: Arbor Day and Emergency Preparedness.

ANNOUNCEMENT OF OTHER MEETINGS:

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF MARCH 25, 2002

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

CALL TO ORDER: 7:05 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC HEARING:

1. Street Vacation – Rust Street – Barta. Mayor Wilbert opened the public hearing at 7:05. John Vodopich explained that this proposed Rust Street vacation is for the property north of Harborview Drive and west of Wheeler Avenue, abutting 8508 Wheeler Avenue. He said that this property was platted in Pierce County in 1891 and not opened or improved by 1905, and therefore, automatically vacated by operation of law in 1896. The process to vacate is in order to clear the title for the property.

Tom Creighton – 3415 Rust Street. Mr. Creighton contested the closure of Rust Street, particularly the portion being requested for vacation by the Bartas. He explained that this is access to his property which he has used for fifty years. He said that closure of this portion would severely restrict access to his property.

Marris Gifford – 9508 North Harborview Drive. Ms. Gifford said that Rust Street runs along her property and that she is in favor of the vacation effort. She said that she would still allow use of the road. She explained that she takes care of the property and would like the ability for further improvements.

There were no further comments and the public hearing on this was closed at 7:10 p.m. The next public hearing was opened.

2. Street Vacation – Rust Street – Rohwer.

Ms. Gifford explained that she meant to speak to this vacation, not the previous portion.

Mr. Vodopich presented another vacation request for property lying between Milton Avenue and North Harborview Drive. He explained that as with the last property, this portion was platted in Pierce County in 1891 and not opened or improved by 1905, and therefore, automatically vacated by operation of law in 1896. The process to vacate is in order to clear the title for the property. He explained that Ms. Gifford was speaking to vacating the remainder of Rust Street.

There were no comments on this item and the public hearing was closed at 7:13 p.m. The public hearing on the next item opened.

3. Street Vacation – Sutherland Street/Prentice Avenue – Bucher. Mr. Vodopich explained that this was a request from Mr. Bucher for vacating property adjoining 9409 Woodworth Avenue. He said that the subject right-of-ways were plated in Pierce County in 1890, not opened or improved by 1905 and therefore automatically vacated by operation of law in 1896.

Reginald Hildegard – 9515 Woodworth Avenue. Mr. Hildegard explained that he lived adjacent to Prentice Avenue. He said that he had no objections to the vacation, but wanted to ask questions about the trees on the property adjacent to his. He said that he received no satisfaction in trying to address this with the city ten years ago, adding that the trees are dangerous. He asked if he would be responsible for any damage from the trees if the street were vacated, and if the property would be cleared before he accepted responsibility.

Councilmember Owel asked if Staff could clarify the issues surrounding these vacations, and why they are different from a normal street vacation request.

Carol Morris, Legal Counsel, explained that the process for this type of street vacation is unusual. She said that what Council is doing is not vacating the public's right to travel over these unopened, plated street right-of-ways. She said that because these areas were never been improved as a public thoroughfare between 1891 and 1909, the county lost the opportunity to open the area as a public street. The property automatically reverted, by operation of law and lapse of time, to the abutting property owners. She explained that what was being done in this vacation effort is to remove the cloud on the title. She said that any activities on the property since 1909 will not be affected by the street vacation, adding that any other issues must be adjudicated in Superior Court.

Carol then addressed the concern regarding the dangerous trees. She explained that the property belongs to the abutting property owners, and the trees would be his or her responsibility. Mark Hoppen explained then when this issue arose ten years ago, the city was unaware of the statute.

Councilmember Owel explained that because these properties had reverted to private domain many years ago, the city held no interest in the properties. She said that the city waits for the abutting property owners to identify an interest before taking action to vacate.

Leif Lowe – Woodworth Avenue. Mr. Lowe explained that his property abuts Prentice Street and asked what steps would be necessary to claim the property.

Councilmember Owel said that the property is not automatically put on the tax roles when the title is cleared. She continued to say that before the city streamlined the process, the property owner would pay for an attorney to file to clear the title and the city would acknowledge that it held no interest in the property. Councilmember Young explained that some of the properties were already being taxed, but the effort by the Assessor is sporadic. He said that if more property owners were to come forward, then the Assessor would adjust the records accordingly.

Mayor Wilbert asked if Council had any options other than to vacate these portions. Carol Morris explained that Council did not have an option, as the vacation had already occurred by operation of law, and that only through a condemnation could the city take possession.

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 March 11, 2002.
2. Proclamations/Correspondence: Proclamation - Strategic Information Management Month.
3. Update of Personnel Regulations.
4. Special Occasion Liquor License – Gig Harbor Sports Boosters.
5. Liquor License Assumption – Gig Harbor Chevron.
6. Agreement for Purchase and Installation of Fluid Distribution System at City Maintenance Facility.
7. Storm Water Facilities Maintenance Agreement(s) and Restrictive Covenant – Home Depot and SHDP Associates LLC.
8. Consultant Services Contract - Water Quality Monitoring - Cosmopolitan Engineering Group.
9. Approval of Payment of Bills for March 25, 2002.
Checks #35601 through #35731 in the amount of \$954,845.10

MOTION: Move to approve the Consent Agenda as presented.
Picinich/Ruffo - unanimously approved.

OLD BUSINESS:

1. Second Reading of Ordinance - Amendment to Title 19 of the GHMC - Procedure for Closed Record Appeal Hearings. John Vodopich introduced the second reading of amendments to Title 19 of the municipal code that would remove Council from the closed record appeal process for Type III project applications, with the exception of site-specific rezones. The amendments include a process by which an interested party can ask for reconsideration of the Hearing Examiner's decision.

Councilmember Dick pointed out an error in the table of the ordinance, then spoke of his reservations in adopting this ordinance. He said that the Hearing Examiner process was valuable, but that the rules need to be rewritten to be a more specific to guide the decision maker. He said that the ordinance was premature.

John Vodopich pointed out that these decisions were previously made by the Hearing Examiner, and that the only instance where these Type III applications came before Council was during an appeal. He said that Council gave direction that they wished to be removed from the appeal process. Councilmember Dick said that Council is better to decide which rules of decision are best applied and that better direction should be given to the Hearing Examiner.

Councilmember Ekberg made a motion to allow further discussion.

MOTION: Move to adopt Ordinance No. 903, which is amending Title 19 of the Gig Harbor Municipal Code.
Ekberg/Picinich –

Councilmember Franich echoed Councilmember Dick's comments. He added that he thought that the proper thing to do is to wait and decide what to do until after the workshop with the Design Review Board and Planning Commission to determine if the Design Review Board would continue to exist. He said that if City Council is taken out of the appeal process, then the city is left with staff and the Hearing Examiner making decisions, which does not serve the community well.

Councilmember Ruffo commented that in the last two instances where the Hearing Examiner's decision was appealed to Council, the matter was not black and white. He said that Council, as a whole, does not have the education or experience to rule on these issues. He said that a Hearing Examiner is more qualified to make those decisions. If there is an issue in dispute, it needs to remain in the judicial process and go to Superior Court where another qualified person can rule. He stressed that the Design Review Board is a totally separate, unrelated issue.

Councilmember Franich said that he did not understand how the Hearing Examiner could have made the decision that he did on the Denton application. Carol Morris warned Councilmember Franich about the pending application and advised him to speak only of the process, not specific instances.

Councilmember Owel said that she shared some of these concerns. She said that because Council was not involved until the closed record appeal, they had no input until it was too far along. She said that the language allowing for reconsideration of the Hearing Examiner's decision to correct errors in the record early in the process addressed her concerns. She spoke in favor of the motion.

Councilmember Young said that these issues were the reason that Council should be removed from the process. He added that Council had been elected to make policy decisions, not to interpret laws, and that the only way to ensure accuracy is to allow a professional to make the decisions. He agreed that if the rules are too vague, then they should be changed.

Councilmember Picinich agreed with these comments, adding that he too supports the ordinance. He called for the question.

RESTATED MOTION: Move to adopt Ordinance No. 903, which is amending Title 19 of the Gig Harbor Municipal Code.
Ekberg/Picinich – five voted in favor. Councilmembers Dick and Franich voted no. Motion carried five to two.

NEW BUSINESS:

1. Authorization for the Use of Uniforms and Off Duty Employment Agreement. Chief Barker explained that this was a revisit of the current agreement between the police officers and the city to allow them to work in uniform in an off-duty capacity. The difference in this agreement and the existing is that this remains silent on the issue of indemnification. He added that Councilmember Dick had requested further information that might help in making a decision.

Jim Coolican – Superintendent, Peninsula School District. Mr. Coolican thanked Council for their on-going support that the police provides for the schools. He said that it is important to recognize this effort, as the schools are an integral part of the community. He explained that the School Board had adopted six goals, of which safety and security were high. He said that since having a uniformed officer on campus, crime has dropped dramatically and described instances where the presence of officers has helped mitigate the situation. He stressed the importance of having officers at the schools, adding that they function not only as security, but also as positive role models for the students. He asked that the city allow this program to continue.

MOTION: Move to table action on this agenda item until the next meeting.
Dick/Ruffo – unanimously approved.

Councilmember Young addressed Mr. Coolican about the cancellation of the DARE Program, and spoke about the positive effect of the presence of the officers at the schools. Mayor Wilbert asked Mr. Coolican to comment on the DARE Program.

Mr. Coolican explained that one of the criticisms of the DARE Program is that it didn't work. He said that having the program in place was an integral part of the prevention process. He disputed this argument and said that he would like to see the program re-introduced. He said that students who had been exposed to the program commented favorably.

2. First Reading of Ordinance - Street Vacation – Rust Street – Barta. Mr. Vodopich explained that this had been the subject of the public hearing and discussion at the beginning of the meeting, and recommended approval of the ordinance at the second reading.

3. First Reading of Ordinance - Street Vacation – Rust Street – Rohwer. Mr. Vodopich explained that this also had been the subject of the public hearing and discussion at the beginning of the meeting, and recommended approval of the ordinance at the second reading.

4. First Reading of Ordinance - Street Vacation – Sutherland Street/Prentice Avenue – Bucher. Mr. Vodopich explained that this was the third public hearing and subject of discussion and recommended approval of the ordinance at its second reading.

5. Sportsman's Club Evaluation Contract - Kramerone, Inc. John Vodopich explained that at the last meeting he was directed to negotiate a contract with Kramerone, Inc. for a safety evaluation of the Sportsman's Club. He said that this contract has been reviewed by Legal Counsel.

Doug Tensler – 1401 Cascade Place. Mr. Tensler said that as President of Gig Harbor Sportsman's Club, he does not have any objection to Kramerone coming in and doing a site evaluation, but he did have comments on the two references to the review of a draft ordinance mentioned in the scope of work. He asked that this be revised to reflect that there *may* be an ordinance in the future, and that they would be invited to help draft this document.

Carol Morris explained that she had been working on a draft ordinance fashioned on the Redmond version, and she would be happy to forward a copy. After discussion, she was directed to not move forward on the draft ordinance until after the consultant's report, then if it were deemed necessary, the draft would be forwarded to all parties, including the consultant, for comment. The scope of work in the contract will be amended to reflect this change. She then addressed concerns about the indemnification language in the contract.

Dave Gordon – 10220 51st St. NW. Mr. Gordon said that earlier this year, when the Sportsman's Club was about to be convicted of a heinous crime without the benefit of evidence, he recalls that the city said that they would do a study to determine whether or not an ordinance was needed, not which ordinance to approve. He urged Council to remember this as an option.

MOTION: Move to authorize the execution of the contract with Kramerone, Inc. as modified by Legal Counsel.
Dick/Ekberg – unanimously approved.

6. Consultant Services Contract – Robert Rohrbach. John Vodopich presented this contract to assist the department in plan checking. He addressed Council's questions about staff reorganization and job functions. The discussion continued of plans to address the staffing shortage and the reorganization of job functions. Mark Hoppen talked about the number of permits that were currently being processed and the complexity of many of these projects, requiring additional staff time. He added that the plan-checking consultant would allow the flexibility of creating a full-time position in the next budgetary year if needed, or not having to hire for this position if the level were to drop. He invited Councilmembers to visit the department to see the listing of all the city projects and the status of each project. Councilmember Franich said that the amount being charged by the consultant seemed high and asked if this could be negotiated. Carol Morris explained that this amount is what Mr. Rohrbach receives for his services from other jurisdictions, and includes his overhead and benefit costs.

Carol then pointed out amendments that were needed in the contract language.

MOTION: Move to approve the consultant services contract with Robert Rohrbach for a one-year situation, on an as-needed basis, in an amount not to exceed \$2,500 per month, and not to exceed \$22,500 per year, as amended by Legal Counsel.
Ekberg/Ruffo – six voted in favor. Councilmember Franich voted no.

7. LeBlanc Sewer Request. Councilmember Ekberg explained that the petitioner was a client of his, and so he would abstain from participating. Mark Hoppen explained that this property

was located at the top of Peacock Hill, and that three of the four dwelling have failing drainfields, and was an immediate health concern. He explained that the language regarding the pre-annexation clause would be removed in light of recent legislation, and recommended approval of the extension.

MOTION: Move to approve the contract as presented to extend sewer to this property.
Ruffo/Picinich – unanimously approved.

STAFF REPORTS:

John Vodopich announced the special joint meeting with the members of the Gig Harbor Design Review Board and the City Council to discuss the revisions to the Design Manual and proposed revisions to the design review procedures. This worksession is scheduled for Thursday, April 11th, 2002 at 6:00 p.m. Councilmember Young urged John to invite the Planning Commission to attend this meeting.

John then mentioned the joint session for councils, planning commissions and boundary review boards hosted by the Association of Washington Cities Risk Management. He explained that this session covers all the "needs to know" of land use decisions and will be conducted by Carol Morris, Legal Counsel for the City of Gig Harbor, and defense counsel for the AWC RMSA in the area of land use. This session will be held Thursday, April 11th, 2002 at 7:00 p.m.

PUBLIC COMMENT: None.

COUNCIL COMMENTS / MAYOR'S REPORT:

Councilmember Ekberg commented on the new Civic Center. He said that as representatives on the steering committee, he and Councilmember Young have been working on several aspects of the construction. He invited all to visit the site to see the progress. He then talked about meeting with Laureen Lund, Tourism Specialist, to plan the opening ceremony for the new building in September. He said that they would be asking for funding support from the citizen and business community to help with the event.

Mayor Wilbert called attention to the letter from the Sunshine Foundation in regards to keeping the gate open at the new building from 9 a.m. to dusk. She then talked about the quilt made by the students at Key Peninsula Middle School in honor of the families of the lost firemen from 9-11. She said that she would be delivering the quilt, along with a photo/message album, to New York in April. She invited Councilmembers to add their own message to the album.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Special Meeting/Worksession – Design Review Board and City Council – Thursday, April 11th, 2002 at 6:00 p.m.
2. Joint Session – Land Use. Tuesday, April 30th, 7:00 p.m. Council Chambers.

EXECUTIVE SESSION: For the purpose of discussing pending litigation per RCW 42.3
1.110(i).

MOTION: Move to adjourn to Executive Session to discuss pending litigation for
approximately five minutes at 8:57 p.m.
Ekberg/Ruffo - unanimously approved.

MOTION: Move to return to regular session at 9:13.
Ruffo/Owel – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 9:13 p.m.
Ruffo/Franich - unanimously approved.

Cassette recorder utilized.
Tape 647 - Side B 175 - end.
Tape 648 –Both sides.
Tape 649 – Side A 000 – 318.

Gretchen A. Wilbert, Mayor

City Clerk

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, the American people have always valued industriousness and self-sufficiency as well as knowledge, training and execution of preparedness methods and strategies; and

WHEREAS, our federal and state government through such agencies as FEMA, the National Guard, and by mandate, the American Red Cross, has always provided able assistance to those who experience disruption, upheaval, and confusion, or otherwise suffer as a result of disaster; and

WHEREAS, in the event of a national or global emergency, our government's resources may be unduly burdened or insufficient to meet the needs of all who require some level of assistance or intervention; and

WHEREAS, increasing awareness of possible disasters from earthquakes, floods, volcanoes, wind and ice storms, and other natural disasters, and the possibility for some disruptions to normal way of life due to a terrorism threat make overall individual and community readiness a wise and prudent decision; and

WHEREAS, individual preparedness will richly reward those who are prepared and be of no negative consequence if little or no demand on those resources is made;

NOW, THEREFORE, I, Gretchen A. Wilbert, Mayor of the City of Gig Harbor, hereby declare April, 2002 as

BE AWARE AND PREPARE MONTH

In the city of Gig Harbor and urge all citizens to join me and the volunteers of PEP-C (Peninsula Emergency Preparedness Committee) in this special observance.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 8th day of April, 2002.

Gretchen A. Wilbert, Mayor

Date



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: STREET PAVEMENT MARKING - CONTRACT AWARD
DATE: APRIL 8, 2002

INTRODUCTION/BACKGROUND

The 2002 budget provides for pavement marking on the City's arterial streets. Potential contractors were contacted in accordance with the City's Small Works Roster Process (Resolution No. 411). Two contractors responded with the following price quotation proposals:

Apply-A-Line, Inc.	\$ 16,865.06
Stripe Rite, Inc.	\$ 21,301.90

Based on the price quotation proposals received, the lowest price quotation received was from Apply-A-Line, Inc. in the amount of sixteen thousand eight hundred sixty-five dollars and six cents (\$16,865.06).

It is anticipated that the work will be completed within four weeks after contract award, weather permitting.

FISCAL CONSIDERATIONS

This work was anticipated in the adopted 2002 Budget, identified under the city's maintenance objectives, and within the budgeted amount.

RECOMMENDATION

I recommend the Council authorize the award and execution of the contract for Pavement Markings on City Streets 2002 to Apply-A-Line, Inc., as the lowest responsible respondent, for their price quotation proposal amount of sixteen thousand eight hundred sixty-five dollars and six cents (\$16,865.06).



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: GRANDVIEW ST. IMPROVEMENT PROJECT, CSP-0025
- AGREEMENT FOR DEDICATION OF RIGHT-OF-WAY
SUSAN DATTA
DATE: APRIL 8, 2002

INTRODUCTION/BACKGROUND

A 2002 budget objective of the street department is the improvement of Grandview Street from Pioneer Way to McDonald Avenue. To better negotiate the turning radius at McDonald Avenue and Grandview Street, the property owner has agreed to grant an approximately 126 square foot right-of-way easement to the City for the improvements to Grandview Street. This agreement has been prepared to formalize the location of the easement area.

Susan Datta is the current property owner and has agreed to the conditions of the Agreement for Dedication of Right-of-Way to the City of Gig Harbor.

Council approval of this right-of-way agreement is requested.

The City Attorney has reviewed and approved this agreement.

FISCAL CONSIDERATIONS

No funds will be expended for the acquisition of the described easement.

RECOMMENDATION

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

AFTER RECORDING RETURN TO:

The City of Gig Harbor
Attn: Public Works Department
3105 Judson Street
Gig Harbor, WA 98335

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

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

1. Agreement for Dedication of Right-of-Way to the City of Gig Harbor

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

1. Susan Datta

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

1. City of Gig Harbor

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

See Exhibit 'A' attached

Assessor's Property Tax Parcel or Account Number: 435000-013-0

Reference Number(s) of Documents assigned or released:

**AGREEMENT FOR DEDICATION OF PERMANENT AND
TEMPORARY RIGHT-OF-WAY EASEMENT
TO THE CITY OF GIG HARBOR**

THIS AGREEMENT is made this ____ day of _____, 2002, by and between the City of Gig Harbor (hereinafter the "City"), a Washington municipal corporation and Susan Datta (hereinafter the "Owner"), whose mailing address is 3405 Grandview St., Gig Harbor, WA 98335.

RECITALS

WHEREAS, the Owner is holder of a fee or substantial beneficial interest in the real property commonly known as 3405 Grandview St., Gig Harbor, Washington 98335, (Tax Parcel Number 435000-013-0) which is legally described in Exhibit "A", (hereinafter the "Property") which is attached hereto and by this reference incorporated herein; and

WHEREAS, the Owners have agreed to dedicate certain right-of-way on, over, under and across the Property, which right-of-way is legally described in Exhibit "B" (the "Right-of-Way") which is attached hereto and by this reference incorporated herein, to the City for a roadway and related improvements; and

WHEREAS, in exchange for the Owners' dedication of the Right-of-Way, the City agrees to construct the Grandview Street Improvement Project (CSP 0025); and

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, as well as other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owners agree as follows:

TERMS

Section 1. Grant of Right-of-Way to the City.

A. Grant.

1. Permanent Easement. The Owners hereby convey and grant to the City, its successors and assigns, a permanent, nonexclusive right-of-way easement over, in, along, across, under and upon the Owners' property as depicted in a map attached hereto and incorporated herein as Exhibit "B". Together with the nonexclusive right of ingress to and egress from the Roadway over the Owners' property, and for the reconstruction, operation, repair and maintenance of same. This permanent easement shall

commence on the date of execution of this Agreement.

2. Temporary Construction Easement. In addition to the permanent easement described herein, the Owners hereby grant a temporary nonexclusive easement for the purpose necessarily and reasonably related to the construction of the Grandview Street Improvement Project across, along, in, upon, under and over the Owners' property as depicted in a map attached hereto and incorporated herein as Exhibit "B". This temporary construction easement shall commence on the date of execution of this Agreement, and shall terminate on the date the roadway improvements are accepted by the City Council.

B. **Conditions.** This permanent easement is subject to and conditioned upon the following terms and covenants, which all parties agree to faithfully perform:

1. The City shall bear all costs and expenses associated with the construction, improvement, maintenance, repair and operation of the roadway improvements.

2. The Owners shall not retain the right to use the surface or the area beneath the easement, and shall not use any portion of the right-of-way for any purpose inconsistent with use of the property as a public roadway. The Owners shall not construct any structures or plant any landscaping on or over the easement.

3. The City shall have all necessary access to the easement without prior notification to the Owners.

Section 2. The perpetual rights granted herein to the City shall continue in force until such time as the City, its successors or assigns, shall permanently abandon the same, and upon such removal or abandonment, all rights hereby granted shall terminate.

Section 3. This Agreement shall be recorded in the office of the Pierce County Auditor and shall run with the Properties. The burdens and benefits of the easements granted under this Agreement shall extend to, be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, legal representatives, successors assigns and beneficiaries.

Section 4. This Agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction of any litigation arising out of this Agreement shall be in Pierce County Superior Court. The prevailing party in any litigation brought to enforce the terms of this Agreement shall be entitled to its reasonable attorney's fees and costs.

Section 5. Other than the documents attached to this Agreement as exhibits, there are no other verbal or written agreements that modify this Easement Agreement, which contains the entire understanding of the parties on the subject.

Section 6. Any invalidity, in whole or in part, of any provision of this agreement shall not affect the validity of any other provision.

Section 7. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

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

ACCEPTANCE:

Owner
By: Susan Datta
Its owner

The City of Gig Harbor
By: _____
Its Mayor

Attest:
By: _____
City Clerk

Approved as to form:
By: _____
City Attorney

STATE OF WASHINGTON)

) ss.

COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Gretchen Wilbert is the person who appeared before me, and said person acknowledged that he/she was authorized to execute the instrument and acknowledged it as the Mayor of the City of Gig Harbor for the uses and purposes mentioned in this instrument.

DATED: _____

(Signature)

NOTARY PUBLIC, State of Washington,
residing at: _____

My appointment expires: _____

STATE OF WASHINGTON)

COUNTY OF Pierce)

) ss.

I certify that I know or have satisfactory evidence that Susan Datta is the person who appeared before me, and said person acknowledged that he/she was authorized to execute the instrument and acknowledged it as owner of property to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

DATED: 2-22-02



Rinda M. Granger
(Signature)

NOTARY PUBLIC, State of Washington,

residing at: Tacoma

My appointment expires: 9-14-2002

EXHIBIT 'A'

LOT 23, OF UNIVERSTY WOODS DIVISION THREE, ACCORDING TO THE PLAT THEREOF RECORDED JULY 25, 1988, UNDER RECORDING NO. 8807250386, IN PIERCE COUNTY WASHINGTON.



GRAPHIC SCALE
0' 5' 10' 20'
SCALE: 1" = 10'
AT FULL SCALE
IF NOT, SCALE ACCORDINGLY

3405 Grandview St.
435000-013-0

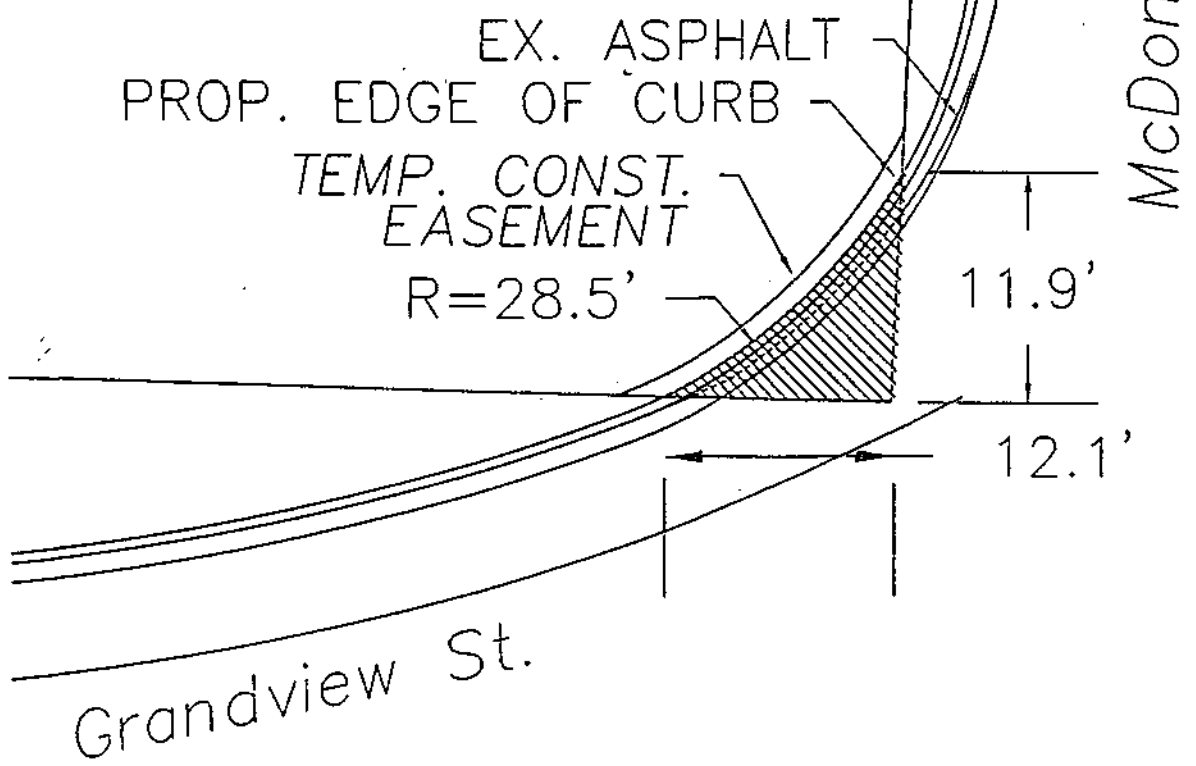


EXHIBIT 'B'



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 *[Signature]*
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: BIOSOLIDS DISPOSAL SOUTH SOUND SOILS, LLC
CONTRACT AWARD
DATE: APRIL 8, 2002

INTRODUCTION/BACKGROUND

The City of Gig Harbor Wastewater Treatment Plant (WWTP) has disposed of its biosolids utilizing four different vendors in the last ten years. We are currently utilizing two of them, Tacoma and South Sound Soils LLC. In the past a vendor could terminate acceptance of biosolids at any time.

The city was forced to shut down its digester facility, due to excessive odor complaints, in April 2000. Since that time, the city has been producing Class C biosolids. There are only two local biosolid vendors that will accept dewatered, undigested, Class C biosolids; these are Tacoma and South Sound Soils. This contract gives South Sound a guarantee of the quantities delivered to its facility. It also guarantees a place for our biosolids to be hauled. The city will still require the services of Tacoma to take any excess biosolids produced, or to be used as a backup facility, as required by the Department of Ecology.

The attached contract was reviewed and approved by the City Attorney.

FISCAL CONSIDERATIONS

The biosolids disposal contract with Sound Sound Soils is approximately seventy percent less than the disposal rates with the City of Tacoma, reflecting a potential cost savings of approximately \$100,000 per year to the city Sewer fund. The cost of doing business with South Sound Soils is approximately one-quarter less than the cost of the City of Tacoma.

RECOMMENDATION

I recommend that the Council authorize the biosolids contract with South Sound Soils in the amount of 10-ton loads per month at \$32.00 per ton plus \$60.00 extra per load for Class C Biosolids.

BIOSOLIDS (SEWAGE SLUDGE) CONTRACT

This contract is made and entered into this ____ day of _____, 200__, by and between The City of Gig Harbor, a Washington municipal corporation (Generator) and South Sound Soils, L.L.C., a limited liability corporation incorporated in the state of Washington. (South Sound).

WHEREAS, the Generator produces biosolids and desires to beneficially recycle the same; and

WHEREAS, South Sound has a legally permitted biosolids and yard waste composting and treatment works facility at 4400 - 163rd. Avenue S.W. Tenino, WA 98589-9795 in Thurston County, meeting the regulatory requirements of the Thurston County Health Department and other local, County, State, and Federal regulatory agencies (collectively referred to as "Regulatory Agencies"); and

WHEREAS, South Sound is a qualified co-mingling composting operation approved and recognized by aforementioned Regulatory Agencies as adhering to Processes to Further Reduce Pathogens (PFRP) and vector attraction reduction (VAR); and

WHEREAS, The Generator desires to contract with South Sound Soils for the disposal of biosolids (sewage sludge) from the Generator's sewage treatment plant; and

THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, it is hereby agreed as follows:

1. Generator agrees to produce biosolids that meet the requirements as outlined in Chapter 40 CFR part 503.13 for metal pollutant levels, for delivery to South Sound's facility in Thurston County. This amount available for delivery shall be an average of approximately 30 wet tons per week.
2. South Sound will not contractually over commit or otherwise accept quantities of biosolids or septage from other sources, which restricts acceptance of the Generator's quantities estimated herein. South Sound's obligation to accept biosolids is to the authority of Regulatory Agencies with jurisdiction. South Sound will not be liable for damages Generator incurs because of restrictions or prohibition imposed by such agencies.
3. South Sound may reject any biosolids that do not meet the requirements for Class C Sludge under Chapter 40 CFR part 503.13. The cost to remove any biosolids not meeting these requirements shall be paid by Generator.

- ✓
4. South Sound will invoice the Generator only after the Generator has delivered sludge to South Sound, at which time, payment by Generator shall be net 30 days after receipt of invoice. The Generator agrees to pay for the actual amount of sewage sludge of approximately delivered to South Sound, or 90% of the per week amount shown in paragraph 1 above, whichever is greater. In the event there is a shortfall, Generator will be invoiced that shortage quantity at \$ 27.00 per wet ton. In the event Generator delivers greater than 110% of the amount shown in paragraph 1, South Sound Soils reserves the right to reject the overage or accept the overage and invoice the Generator for the overage quantity at the next highest rate, above the normal billable rate outline in our Fee Schedule, shown in Paragraph 6.
 5. Generator shall be responsible to make delivery to South Sound. South Sound shall be responsible to accept biosolids Monday through Friday (not including legal holidays) between 8:00 a.m. and 3:00 p.m. Deliveries must be made between 8:00 a.m. and 3:00 p.m. to allow time for South Sound to prepare for and process the material before the end of its business day.
 6. Fee Schedule to South Sound shall be as follows:
 - \$ 27.00 per wet ton of digested biosolids containing greater than 20% solids.
 - \$ 30.00 per wet ton of digested biosolids containing equal to or less than 20% and greater than
 - \$ 32.00 per wet ton of digested biosolids containing equal to or less than 18% and greater than 16% solids.
 - \$ 33.00 per wet ton of digested biosolids containing equal to or less than 16% and greater than 14% solids.
 - \$ 35.00 per wet ton of digested biosolids containing equal to or less than 14% and greater than 12% solids.
 - \$ 55.00 per wet ton of digested biosolids containing equal to or less than 12% and greater than 10% solids.
 - \$ 100.00 per wet ton of digested biosolids containing equal to or less than 10% and greater than 8% solids.
 - \$ 200.00 per wet ton of digested biosolids containing equal to or less than 8% solids.Delivery of uncovered loads will result in a \$ 200.00 environmental assessment charge.
 7. The Generator shall provide all documentation in proper form as requested by any regulatory agency for the biosolids delivered to South Sound.

8. South Sound shall provide all documentation, including certification of PFRP and VAR, in proper form to Generator and all Regulatory Agencies, as requested and required by Chapter 40 CFR part 503.
9. The term of this contract shall be for a period of three years from the date of signature of this contract. However, following the first year after the date of signature of this contract, either party may initiate negotiations yearly to amend existing contract rates and/or conditions to more closely reflect comparable market values. This Agreement may be terminated by either party, with or without cause, on the provision of 180 days written notice, except in the case of failure of either party to meet its obligations herein, resulting in a threat to public, or unlawfulness, which shall be cause of immediate termination.
10. South Sound shall indemnify, defend, and hold harmless the Generator, its officers, agents, and employees from liability of any kind including liability arising from contamination as the result of groundwater, soil, or other forms of contamination as the result of improper handling, treatment, mixing, or storage of biosolids and/or compost at South Sound's facility.
11. In the event that any litigation shall arise concerning enforcement or interpretation of any of the terms of this contract, the prevailing party shall be entitled to reasonable attorney's fees, expert witness fees and court cost. The venue of such action shall be in the Superior Court of the State of Washington, in and for the County of Thurston.

IN WITNESS WHEREOF, the parties have executed this agreement of the date first above written.

CITY OF GIG HARBOR

SOUTH SOUND SOILS, L.L.C.

By: _____
 Mayor _____

By: _____
 Its Principal

APPROVED AS TO FORM:

 City Attorney

ATTEST:

 City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing at:

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Gretchen A. Wilbert 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 Mayor of Gig Harbor to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing at:

My Commission expires: _____



City of Gig Harbor. The "Maritime City"

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

TO: CITY COUNCILMEMBERS AND MARK HOPPEN
FROM: MAYOR GRETCHEN WILBERT
SUBJECT: APPOINTMENT TO ART COMMISSION
DATE: APRIL 4, 2002

INFORMATION/BACKGROUND

It is with regret that we will have two members of the Gig Harbor Arts Commission resigning from the volunteer service to our city. Letters of thanks will go to Suzanne Glasoe and Tony Winters.

A press release asking for interested persons to serve in these two positions was published in the paper, and two persons responded. Their letters of interest are attached.

RECOMMENDATION

City Council approve the appointments of Donna Trent and Cindy Storrar to the Gig Harbor Arts Commission.

February 24, 2002

The Honorable Gretchen Wilbert
Mayor, City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335

RE: City of Gig Harbor Cultural Arts Commission

Dear Mayor Wilbert:

I was recently informed of a vacancy on the board of the City of Gig Harbor Cultural Arts Commission. I would like to apply for this position.

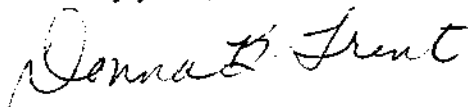
I am a graduate of Seattle University with an area major in the arts, with over forty credit hours in art related courses. I continued art studies at Balboa Park in San Diego, and over the past fifteen years have enrolled in credit courses at TCC in Tacoma. I have studied under many nationally known artists, traveling to art centers throughout the United States.

Since moving to the Gig Harbor area seventeen years ago, I have been active locally in the arts. I taught art in the Peninsula School District "SEARCH" program for four years, have been a member of the Peninsula Art League for sixteen years. I have taught in private schools, and teach adult art classes. I am a member of the Gig Harbor Historical Society, and active on the Gig Harbor Tourism Committee.

I have been President of the Peninsula Art League and have been active on the board for PAL for the past five years. I am the current president of the Northwest Pastel Society, and have been active on the board for four years. I have been responsible for three international open juried shows, one of which was held at the Seattle Convention Center. I am responsible for the Frist Annual Open Juried and Judged Puget Sound Regional Show that will be hosted by Harbor Gallery and co-sponsored by the Peninsula Art League and the City of Gig Harbor. This art event will take place in the winter of 2003.

I am active in the Gig Harbor area arts and feel as if I can contribute to the continued success of the Gig Harbor Cultural Arts Commission. If you have any questions regarding my qualifications, or require any additional information, please do not hesitate to contact me.

Sincerely yours,



Donna B. Trent
4224 83rd Ave. Ct. N. W.
Gig Harbor, WA 98335
253-265-6532 jotrent@earthlink.net

March 4th, 2002

Dear Mayor Dilbert,

My name is Cindy Stonar and have lived in Gig Harbor for five years. My friend, Marion Ekberg, informed me of an opening on the Arts Commission and encouraged me to apply. I work for the Washington State History Museum in the Education department, and have an antique booth, "Isabella's", on the Gig Harbor Antique mall on Pioneer. I look forward to becoming more involved in this great community in some capacity.

Thank you for your consideration.

Cindy Stonar

253. 858. 1050 Home

7305 Pioneer Way
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: MARK HOPPEN, CITY ADMINISTRATOR
SUBJECT: JOB DESCRIPTION UPDATE
DATE: APRIL 4, 2002

INFORMATION/BACKGROUND

Attached are job descriptions for positions budgeted and approved in the *City of Gig Harbor 2002 Annual Budget*. These job descriptions are a management convenience and are adopted for inclusion in city job descriptions by simple motion.

RECOMMENDATION

Staff recommends that the City Council motion to approve the attached job descriptions for inclusion in the *2002 City of Gig Harbor Job Descriptions*.

COMMUNITY DEVELOPMENT DIRECTOR

Nature of Work

This is highly responsible administrative, professional, and technical management position. The employee occupying the position has the responsibility for planning, organizing, directing and coordinating activities of the various units of the Community Development Department – Engineering, Operations, Planning and Building.

Work involves developing and implementing major departmental policies, planning and executing both short-range and long-range programs and coordinating departmental activities with other city departments, other governmental entities, and private or civic organizations. The incumbent will develop effective working relationships with both administrative and program officials to ensure cooperation and efficient operation of city government. Establishing effective working relationships with elected officials, contractors, government agency personnel, city employees, and the general public is a necessary requisite for this position.

Directly or indirectly supervises all employees within the Community Development Department. This position includes the selection, training, evaluation, and termination of personnel under the incumbent's direction.

Controls Over Work

Under the supervisory control of the City Administrator, and within the framework of governing federal, state, and local laws, and policies established by the City Council, the incumbent exercises considerable latitude and independence in the organization and direction of the department, as well as planning and performing individual activities. Activities are monitored by the City Administrator for compliance with established internal policies and procedures and to ensure intra-municipal coordination and cooperation. Work is reviewed for soundness of professional judgment; for compatibility of program and project recommendations with adopted plans and policies; and for effectiveness with subordinates, city officials, and the civic and business community. Work is subject to review for quality and timeliness of completed projects, effectiveness of personnel and programs management, and general reaction of the public to the services rendered.

Essential Duties and Responsibilities

Oversight of planning, organization and direction of all activities of the Community Development Department. This includes the assignment, coordination, review, and evaluation of the work of subordinates.

Reviews and recommends changes/additions to municipal code on all matters relating to Community Development.

Prepares, presents and administers departmental annual budget.

Serves as principal representative of the city in coordinating with the county on planning matters within the urban growth area.

Implements goals, objectives and policies of the city's annual budget and Comprehensive Plan and provides long-range policy guidance to the City Council by recommending and formulating amendments to the Comprehensive Plan.

Oversight of the planning and implementation of a comprehensive public works operations program for the city. Integrates needs of public works programs and activities with other city, county, state, and federal departments and/or agencies.

Plans and directs the activities of all assigned personnel through one or more subordinate supervisors, and formulates and enforces department rules, regulations, work methods and procedures.

Oversight of the preparation of studies, reports and recommendations relative to the Community Development programs and special projects; determines and recommends what programs or major projects should be initiated, dropped, or modified.

Reviews and approves special permit applications and causes work to be inspected to assure compliance with permit requirements.

Attends various hearings, seminars, and civic and business meetings on behalf of the Community Development Department.

Performs other duties as assigned by the City Administrator.

Knowledge, Abilities, and Skills

Considerable knowledge of federal, state, and local laws, codes, ordinances, regulations, and standards incident to municipal planning, engineering, development and the building trades.

Ability to think conceptually, observe and evaluate trends, analyze data, draw logical conclusions, and prepare comprehensive reports.

Ability to plan, assign, and coordinate the work of subordinates.

Ability to communicate well, both orally and in writing.

Ability to gain and retain effective working relationships with employees, city officials, other municipal and governmental agency officials, and the general public.

Ability to work on many projects at the same time in a dynamic and rapidly growing community.

Thorough knowledge of personnel and program management principles and practices, including

optimum use of human and material resources.

Ability to formulate and implement a sound, progressive work program and sustain operations and maintain responsibility for a variety of activities without regular direction.

Physical Demands and Work Environment

The Director works in a busy, interactive, office environment, on issues that often require a high degree of concentration and attention to detail. The Department operates with a high level of public interest in process outcomes. Stress associated with managing significant competing interests is always present. Attendance at meetings outside of normal work hours is required.

Work is performed primarily indoors in an office or conference room setting. However, due to the nature of the organization and the "on-site" supervisory and inspection duties performed, considerable time is spent out-of-doors. A moderate amount of local traveling is involved in construction site visits and facility and area tours. Consequently, the incumbent is exposed to occasional inclement weather and the normal transportation and construction activity such as high noise levels, moving vehicles and machines, dust and mud, and traversing of exposed and sometimes insecure walkways and platforms. The incumbent may be required to wear protective clothing and equipment such as hard hat, gloves, goggles and safety shoes. Work requires some exertion such as climbing, walking over rough surfaces and loose material; crouching, bending, stooping and reaching; and lifting of light to moderately heavy items. Work requires average physical agility and dexterity.

Qualifications Required

Minimum: Graduation from a four-year college or university with major course work in public administration, land-use planning, engineering, or related fields; five years experience in the field of land use planning, private consulting, or engineering with a city, county, regional office, or firm which does considerable work for local government agencies; and three years of management, supervisory, and budgeting experience.

Special Requirements: Must possess a valid Washington state driver's license.

DIRECTOR OF OPERATIONS

Nature of Work

This is administrative and supervisory work in directing facilities operation, construction, maintenance, service, and repair activities in the Public Works Department. The employee in this position is responsible for supervising and coordinating the work of the Public Works Street, Sewer, Storm, Water, and Park Departments, which consists of skilled, semi-skilled and unskilled workers engaged in one or more of the following work areas: construction and maintenance of streets and walkways, water distribution system, buildings, parks and grounds, and storm drain system, sewer systems maintenance and repair, and sewage treatment plant operations.

The number of workers supervised will vary, depending upon the nature and scope of projects, seasonal requirements, and presence of emergency conditions. Primary emphasis is on completing projects according to plans and specifications in order of priorities assigned. Administrative duties include assisting the Community Development Director in project planning, budget forecasting and preparation, personnel administration, equipment and material purchasing and accounting, preparation of reports, and maintenance of required records and general files. The employee assists the Community Development Director and supervises other departments in special projects as assigned. Incumbent will develop effective working relationships with elected and program officials as well as city employees and the general public.

Controls Over the Work

Under general supervisory control of the City Administrator and under direct supervisory control of the Community Development Director, the incumbent's work is performed with considerable latitude for independent judgment and actions. Assignments are received in the form of oral instructions, work orders, established maintenance and service schedules, blueprints, sketches, and rough notes. The work requires the application of sound judgment, the application of technical engineering and trades and crafts techniques, and practices a wide variety of public works activities. Incumbent's work is reviewed for supervisory effectiveness, quality and timeliness of completed projects, and for the general reaction of the public to the services rendered.

Essential Duties and Responsibilities

Supervises public works crew(s) engaged in a wide variety of tasks such as maintenance and repair of water mains, pumps, motors, main line valves, fire hydrants, meters and storage tanks; meter reading; operating and servicing heavy road and construction equipment and light motor vehicles; cleaning roadside ditches, culverts and catch basins; repairing streets, guardrails, and sidewalks; installing and repairing street and traffic control signs; pavement striping; brush cutting and tree trimming; clearing snow, ice, and slide debris from streets and walks; maintenance of buildings and grounds; upkeep of city parks; and maintenance and repair of pumps, and sewer system maintenance and repair and related sewage treatment plant facilities.

Analyzes and troubleshoots problems such as street and sidewalk damage or obstructions; watermain leaks and breaks; malfunctioning or inoperative water system pumps, motors, controls; and water system overload or misuse.

Plans, establishes, and schedules daily work assignments and priorities; requisitions supplies and equipment; and periodically inspects tools and equipment to ensure that proper care and maintenance is being performed. Studies equipment needs and makes recommendations for replacement, alteration and repair of equipment.

Prepares periodic work progress reports; maintains required records, logs, maps, blueprints and charts; and maintains employee time and attendance records.

Provides on-site direction and guidance to employees during assignments, and inspects work in progress and upon completion to ensure compliance with work standards and local codes, and proper safety techniques and procedures. Accomplishes personnel activities such as performance evaluations and salary revisions of the public works crew members.

Prepares budget estimates and controls the expenditure of operations funds. This includes assisting the Community Development Director in planning and budgeting for future operations activities; and establishing an adequate system of reporting from subordinates to assure necessary control information.

Establishes street and water system logs to gauge effectiveness of maintenance programs.

Performs other duties as requested by the Community Development Director.

Knowledge, Ability, and Skills

Thorough knowledge of materials, methods, and techniques commonly used in construction and repair activities as relates to assigned areas of specialization.

In-depth knowledge of the occupational hazards, safety standards, and practices of the work that requires supervision.

Up to date knowledge of federal, state, and local regulations. Working knowledge of city Community Development Department standards, policies, and procedures.

Good knowledge of preparing and maintaining records and files, including project/program records, equipment and material purchasing and accounting.

Good knowledge of the properties, utilization, and care of the materials, tools, and equipment used by the employees supervised.

Effectively supervise and coordinate the activities of skilled, semi-skilled and unskilled employees performing a wide variety of maintenance, repair, and service functions.

Ability to make sound and timely recommendations for project implementation, and/or modification based upon established department plans and results of personal observations and needs analysis. Ability to read charts, diagrams, and blueprints.

Effectively communicate orally and in writing and to establish and maintain effective working relationships with management, employees and the general public.

Ability to work on the development of a public works budget, including preparing objectives, programs, and long-range planning, and program/project estimating.

Physical Demands and Work Environment

The work environment is partially an office setting with the balance of time in an out-of-doors environment involving moderate risks, discomfort, or unpleasantness such as a high level of noise, dust, grease and mud; moving vehicles or machines; and cold and/or wet weather. Normal safety precautions are required, and the incumbent may wear some protective clothing and equipment such as rain and snow gear, boots, goggles, and gloves. Work requires some physical exertion such as long periods of standing, walking over rough, uneven surfaces, and recurring bending, crouching, stooping and reaching; and moderate lifting of heavy items. Work requires above average physical agility and dexterity. Also, during occasional emergency situations, the incumbent may be exposed to extreme weather and working conditions.

Also, during occasional emergency situations, the incumbent may be exposed to extreme weather and working conditions. This position is considered to be 'on-call' and subject to call out at any given time.

Qualifications Required

Six years of progressively responsible work experience in public works management, utilities or general maintenance and trade area, with a minimum of three years of supervisory experience. This supervisory experience should be current (within the last five years) and be experienced in supervising similar crews and activities as found in governmental public works operations.

Washington certification as a Water Distribution Manager II and graduation from an accredited two-year engineering or technical training institute is desired.

Must possess a valid Washington state driver's license.

CITY ENGINEER

Nature of Work

This is highly responsible administrative, professional and technical work. The employee occupying the position has the responsibility for planning, organizing, directing and coordinating activities of various units of Civil Engineering. Engineering services include, but are not limited to, the construction, maintenance and repair of city streets and storm drains; buildings, parks and grounds maintenance; water and sewer system maintenance and repair; and operation of a sewer treatment plant.

Controls Over the Work

Under general supervisory control of the City Administrator and under direct supervisory control of the Community Development Director, the employee performs professional level of work directing the city's Civil Engineering program.

Work involves supervising technical and administrative support staff. Considerable independent judgment and initiative are required to carry out program objectives within the framework of engineering principles, practices and established policies and procedures. Work is reviewed through observation, conferences, reports, and for results obtained.

Essential Duties and Responsibilities

Prepares engineering designs for city projects; reviews and evaluates proposed projects; prepares reports and makes recommendations to the Community Development Director.

Directs the preparation of studies, reports, and recommendations on engineering matters for review and approval.

Prepares recommendations regarding the modifications of engineering policies, procedures, or standards pertaining to assigned areas of activities.

Determines priorities and work sequences necessary to achieve objectives and assigns work to subordinate personnel in accordance with priority and need.

Confers and coordinates with those within or outside the city staff and provides written and oral responses to a variety of inquiries and problems regarding matters involving municipal engineering policies, procedures, standards, and environmental impact reporting requirement.

Prepares and/or supervises the preparation of plans and specifications for the construction of municipal infrastructure projects, including, but not limited to: roadways, sanitary sewer system, sidewalks, traffic control devices, landscaping, drainage and stormwater management projects related to proper drainage of road and land areas, water, and parks.

Signs and places a seal of approval on plans prepared under direct supervision.

Prepares and manages project budgets and schedules.

Ensures projects are in compliance with approved budgets and schedules.

Prepares Capital Improvement budget for the city with input from other city departments.

Presents projects or issues to City Council and/or other elected/appointed boards and committees as requested by the Community Development Director.

Prepares and/or directs the preparation of reliable concept and design cost and schedule estimates with respect to all aspects of project development.

Coordinates with Operations relative to cost and schedule estimates for construction.

Supervises and directs the review of engineering plans and specifications submitted to the City for private development.

Performs other duties as requested by the City Administrator and Community Development Director.

Knowledge, Ability, and Skills

General familiarity with computer applications, including work processing, spreadsheets, database management, project management, computer aided design software, E-mail, familiarity with hydraulic modeling programs, water geographic information systems and the Internet.

Excellent verbal and written skills are a necessity.

Thorough knowledge of the fundamentals and accepted practices in municipal public works administration and Civil Engineering.

Good knowledge of civil engineering theory, procedures, and practices as pertains to the design, construction, and maintenance of municipal public works.

Thorough knowledge of personnel and programs management principles and practices, including optimum use of human and material resources.

Good knowledge of state and local laws and procedures relating to municipal public works and of municipal government administration and the role Civil Engineering takes in that administration.

Ability to formulate and implement a sound, progressive Civil Engineering program and sustain operations and maintain responsibility for a variety of activities without regular direction.

Ability to plan, direct, and coordinate the work of subordinates.

Ability to express ideas clearly and concisely, orally and in writing to groups and to individuals.

Ability to establish and maintain effective working relationships with superiors, subordinates, contractors, engineers, property owners, and the general public and the ability to secure compliance with construction plans, specifications, and standards in a tactful yet effective manner.

Physical Demands and Work Environment

Work is performed both in the office and in the field, including project inspection and review involving driving to the site(s). Work involves moderate risk conditions, such as high level of noise, dust, grease or mud, moving vehicles or machines, cold and/or wet weather. Work requires some physical exertion, such as long periods of standing, walking over rough, uneven surfaces, and recurring bending, crouching, reaching and occasional lifting of moderately heavy items.

Qualifications Required

Minimum: Graduation from a four-year college or university with major course work in civil engineering or comparable field; Washington state registered professional civil engineer; three years experience in an engineering capacity with a city, county, or regional office or firm which does considerable work for local governmental agencies.

Must possess a valid Washington state driver's license.

PLANNING / BUILDING MANAGER

Nature of Work

This is professional administrative and technical work in public planning. The employee occupying the position has the responsibility for acting as the City Planning Officer and for supervising the Building Official. Work involves planning, administering and coordinating both short-range and long-range community development and improvement programs and projects; gathering, interpreting, and preparing materials for planning studies, reports and recommendations pertaining to shoreline management, land-use control, environmental impact, and annexation studies, and coordinating pertinent grant fund projects. Incumbent is also responsible for enforcing the city's zoning, shoreline management, and environmental ordinances and their attendant supplements; processing and reviewing land-use permit applications for public hearings, reviewing development applications; and providing technical and professional support to the Planning Commission and the Design Review Board. Supervises one or more employees engaged in planning and community development and in building inspection and review. Effective working relationships with contractors, government agency personnel, city employees, and the general public are a necessary requisite for this position.

Controls Over Work

Under general supervision control of the City Administrator and under direct supervisory control of the Community Development Director, the incumbent develops schedules and coordinates planning and building services. Activities are monitored by the Community Development Director for compliance with established internal policies and procedures and to ensure intra-municipal coordination and cooperation. Work is reviewed for soundness of professional judgment; for compatibility of program and project recommendations with adopted plans and policies; and for effectiveness with subordinates, city officials, and the civic and business community. Work is subject to review for quality and timeliness of completed projects, effectiveness of personnel and programs management, and general reaction of the public to the services rendered.

Essential Duties and Responsibilities

Plans and organizes all activities of Planning and Building. This includes the assignment, coordination, review, and evaluation of the work of subordinates as directed by the Community Development Director. Conducts or coordinates special studies relating to planning and zoning.

Reviews and recommends changes/additions to city zoning and building ordinances; cooperates with the Planning Commission in writing, revising, and updating the Comprehensive Plan, and zoning code amendments; and organizes schedules, and participates in Planning Commission meetings and hearings.

Coordinates and provides professional staff support to the Design Review Board.

Reviews quasi-judicial land-use and development applications and recommends disposition to Hearings Examiner and City Council. Provides administrative services for office of the Hearings Examiner.

Prepares and administers the departmental budget as directed by the Community Development Director.

Organizes and implements effective, trackable procedures for reviewing and processing approved and projected development plans and construction to assure compliance with city building codes and supplements, zoning ordinances, environmental laws and regulations, the Shoreline Management Act, and other regulatory requirements.

Makes reports and keeps appropriate records of activities; maintains records of all licenses and permits processed and issued; and procures or initiates development of necessary maps, blueprints, overlays and sketches pertinent to city planning and development programs and projects.

Serves as directed as representative of the city in coordinating with the county on planning matters within the urban growth area. Implements goals, objectives, and policies of the city's Comprehensive Plan and provides long-range policy guidance to the Community Development Director by recommending and formulating amendments to the Comprehensive Plan.

Knowledge, Abilities, and Skills

Thorough knowledge of the principles and accepted practices of public planning.

Considerable knowledge of modern trends and literature in the field of planning.

Considerable knowledge of federal, state, and local laws, codes, ordinances, regulations, and standards incident to municipal planning and development and the building trades.

Ability to think conceptually, observe and evaluate trends, analyze data, draw logical conclusions, and prepare comprehensive reports.

Ability to plan, assign, and coordinate the work of subordinates.

Ability to communicate well, both orally and in writing.

Ability to gain and retain effective working relationships with employees, city officials, other municipal and governmental agency officials, and the general public.

Physical Demands and Work Environment

Work is performed in an office or conference room setting as well as out-of-doors. A moderate amount of local traveling is involved in construction site visits and facility and area tours. Consequently, the incumbent is exposed to occasional inclement weather and the normal transportation and construction activity, such as high noise levels, moving vehicles and machines, dust and mud, and traversing of exposed and sometimes insecure walkways and platforms. May wear protective clothing and equipment such as hard hat, gloves, goggles, and safety shoes. Work requires some exertion such as climbing, walking over rough surfaces and loose material; crouching, bending, stooping and reaching; and lifting of light to moderately heavy items. Work requires average physical agility and dexterity.

Qualifications Required

Minimum: Graduation from a four-year college or university with major course work in public administration, land-use planning or a related field and three years experience in duties related to the position.

ASSISTANT BUILDING OFFICIAL

Nature of Work

This is a professional building and code enforcement position involving inspection and enforcement of the building and fire codes. The incumbent inspects residential and commercial buildings and structures in the process of construction, alteration, or repair; determines conformance with codes; and enforces code provisions. Reviews plans and specifications and conducts field inspections for all types of construction projects to ensure compliance with construction and building related codes. Work is performed independently and within established policies and procedures.

Controls Over Work

The incumbent works under the general supervisory control of the Community Development Director and under direct supervisory control of the Planning/Building Manager. Daily performance is monitored and evaluated by the Planning/Building Manager for compliance with internal policies and procedures. Performance is reviewed to measure the incumbent's effectiveness.

Essential Duties and Responsibilities

Conducts field inspections of construction projects, ensuring compliance with construction and building related codes including building, plumbing, mechanical, fire, energy, barrier-free and associated codes and standards.

Reviews building plans for compliance with codes as noted above.

Answers questions in the field, on the telephone and at the counter, and assists citizens in understanding code requirements and in gaining compliance.

Meets with and advises architects, designers, developers, contractors, and the public on code and design requirements.

Assists the building inspectors on difficult or unusual code requirements or situations.

Coordinates major projects in relation to City requirements, i.e., verifies compliance with all other department requirements prior to issuance of permits; maintains listings and approvals of special inspectors during construction projects; and maintains special inspector reports. Verifies inspections and approval of those projects.

Prepares and maintains records of plan reviewing and inspection procedures.

Fills in for Building Official and other Building Code Specialists as needed or as assigned.

Investigates complaints of applicable ordinance violations.

Performs other duties as assigned.

Knowledge, Abilities, and Skills

Able to thoroughly explain construction code requirements such as building, plumbing, mechanical, fire, energy, and barrier-free codes, the book location of the subject code, and the intent and reasoning behind the subject section(s) to construction personnel and the public in an open and helpful manner.

Able to ensure code compliance in consistent, equitable manner, and is flexible as appropriate, i.e., assures compliance with the intent of the standard of the code regulation for life, safety, health, and liability concerns when addressing correction issues.

Able to coordinate projects with respect to city requirements so that inspections are performed at each relevant phase of construction in a timely manner.

Greets the public and contractors with the conveyed message of willingness to "help" and explains all building code requirements readily and thoroughly. Ensures that the message is easily understood.

Presents a professional demeanor as a confident, professional, fair, caring expert. Dress is appropriate, clean, and in good repair.

Physical Demands and Work Environment

Work is performed in an office environment as well as out-of-doors. A moderate amount of local traveling is involved in construction site visits and related activities. Incumbent is exposed to occasional inclement weather and the normal transportation and construction activity, such as high noise levels, moving vehicles and machines, dust and mud, and traversing of exposed and some times insecure walkways and platforms. May wear protective clothing such as a hard-hat and gloves, goggles, coveralls, and safety shoes. Work requires some exertion, such as climbing and walking over rough surfaces and loose materials, crouching, stooping, bending and reaching, and lifting of light to moderately heavy items. Requires average physical agility and dexterity.

Qualifications Required

Applicant will have the ability to obtain the following certifications within three years of hire: CABO – CBO certification, ICBO certification as a Building Inspector, Plans Examiner, Plumbing, Mechanical and DSHS Cross Connection Specialist certification.

Must pass pre-employment medical testing for the ability to perform the essential functions of the position and maintain a level of fitness necessary to perform the essential functions of the position.

Must possess a valid Washington state driver's license.



City of Gig Harbor Police Dept.
3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-2236

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MITCH BARKER *MB*
**SUBJECT: AUTHORIZATION FOR THE USE OF UNIFORMS AND OFF
DUTY EMPLOYMENT AGREEMENT**
DATE: March 20, 2002

INFORMATION/BACKGROUND

On occasion we receive requests to have police officers work in security functions at various events or work sites. These generally are limited to traffic control and sports functions. Since this is a non-duty function, the hours are coordinated by the Police Officers' Guild. While working at these functions, the officers are employed by a third party. All work events must be approved by the Chief and must serve a public safety function. In many cases the off duty officer's presence serves as a deterrent to problems and thereby eliminates the need for an on duty officer to respond or deal with problems related to the special event. In this way, having an off duty officer, compensated by a third party, is a benefit to the city's public safety purpose.

An updated copy of the original agreement was presented to Council in late 2001 in order to add new names to the agreement and delete the names of personnel no longer with the department. Questions arose at that meeting regarding the agreement and Carol Morris was asked to review the agreement.

A new agreement was drafted and approved by Council. The officers signed that agreement but due to the indemnification section, will not continue the agreement past the end of the current school year. The attached agreement eliminates the indemnification language but is otherwise unchanged from the current agreement. The focus of this agreement is to assure that we did not have FLSA claims regarding the off duty officers' working hours.

FISCAL IMPACTS

There are no fiscal impacts related to this agreement.

RECOMMENDATION

I recommend that the Council authorize the Mayor to approve the attached agreement.

**AUTHORIZATION FOR THE USE OF UNIFORMS AND
OFF DUTY EMPLOYMENT AGREEMENT**

WHEREAS, the Police Officers' Guild of Gig Harbor wishes to provide employment opportunities for its members as well as reserve officers with private employers in the community in order to provide, such services as direction of traffic for construction companies; and

WHEREAS, the Guild has requested permission for the City to use regular officers' and reserve officers' uniforms while providing such services; and

WHEREAS, the City finds it to be in the public interest to permit the use of its uniforms in certain limited situation so long as it is clear that the officers are not in the employ of the City and that the reserve officers remain volunteers to the City, and that both are employed solely through the private party under the auspices of the Guild;

NOW, THEREFORE, the Police Officers' Guild of Gig Harbor (hereinafter "Guild"), the City of Gig Harbor (hereinafter "City") and the undersigned regular and reserve officers do enter into this agreement in consideration of the mutual promises contained herein and the mutual benefits to be derived:

1. USE OF UNIFORM

In consideration of the hold harmless agreement provided below; the City of Gig Harbor permits the wearing of police uniforms by officers and reserve officers employed through the Guild for the provision of traffic control for construction sites and other similar services (hereinafter "Guild Assignments"). The use of the City's uniform shall be limited to those generic situations pre-approved by the Chief through the Guild.

2. EMPLOYMENT/VOLUNTEER STATUS

The use of the City's uniform shall not imply any employment status for regular City police officers during Guild assignments or anything other than a volunteer status for the City's reserve officers. The guild shall be solely responsible for the coordination of employment by the third parties and for arranging payment to the officers or reserve officers through the third party. Nothing herein shall be interpreted to imply an employment relationship with the City during the performance of such services.

3. GUILD COORDINATION

The guild shall coordinate all such employment, pre-approving generic employment situations through the Chief. The City shall have no responsibility and bear no costs for any wage, salary or employee benefit, which arises from or out of the provision of services to third parties through the Guild.

4. OFFICER/RESERVE OFFICER ACKNOWLEDGMENT

I, the undersigned reserve officer or officer, understand and agree that services performed for a third party and coordinated by the Guild pursuant to this Agreement are performed for such third parties and the Guild and that no employment status of any kind or nature shall be implied with respect to the City during the performance of Guild assignments.

The officers and reserve officers acknowledge, agree and understand that his/her services are performed for such third parties and that nothing herein nor in the provision of services, shall be interpreted to be a part of their regular employment for police officers or, with respect to reserve officers, impact their volunteer status. In consideration of the City approved uniform use in employment by third parties under the procedures set forth in this Agreement, the officer or reserve officer promises to hold harmless and covenants not to sue the City, and also acknowledges the following:

- 5.1 For officers, pursuant to the Department of Labor regulations and the Fair Labor Standards Act and Union contract, work hours spent in Guild assignments are reasonably believed by the officer, the City and the Guild to be outside of the officer's normal work day and therefore not subject to the Fair Labor Standards Act or Union contract, hours of work and overtime provisions.
- 5.2 With respect to reserve officers, he/she acknowledges and agrees that hours worked through the Guild for third party employers does not impact and is separate and apart from their volunteer status with the City of Gig Harbor and waives and relinquishes any claim of any employment status which he or she could assert based upon Guild assignments.

5. RESERVATION OF RIGHTS

The Chief reserves the right to withdraw the City's approval of the use of a uniform or to withdraw "pre-approval" of any "generic situation" allowing the use of a uniform(s), in the event a member submits a claim for wages or benefits to the City for employment with a third party, or when in the sole discretion of the City or the Chief, such termination or withdrawal is necessary to protect the best interests of the City.

DATED this _____ of April, 200__.

CITY OF GIG HARBOR

GIG HARBOR POLICE
OFFICERS' GUILD

By: _____
Mayor

Guild Representative

ATTEST:

Molly Towslee, City Clerk

Officer Name (Signature) (print name)

Date: _____

Officer Name (Signature) (print name)

Date: _____

Officer Name (Signature) (print name)

Date: _____

Officer Name (Signature) (print name)

Date: _____

Officer Name (Signature) (print name)

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Officer Name (Signature) (print name)

Date: _____

Officer Name (Signature) (print name)

Date: _____

Officer Name (Signature) (print name)

Date: _____



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: ORDINANCE FOR RUST STREET VACATION - BARTA
- SECOND READING
DATE: APRIL 8, 2002

INTRODUCTION/BACKGROUND

On March 25, 2002, a public hearing was held regarding the proposed request to vacate a portion of Rust Street in accordance with GHMC 12.14.002C, initiated by Mr. and Mrs. Eric Barta.

Specifically, the request is for the vacation of the south 30 feet of the Rust Street right-of-way abutting the north property frontage of Parcel No. 2260000240 and the north 30 feet of Rust Street abutting the south property frontage of Parcel No. 2260000140. This portion of Rust Street was platted in Pierce County in 1891 and was not opened or improved by 1905, therefore it automatically was vacated by operation of law in 1896. The city's ability to open this portion of Rust Street is barred by lapse of time and the city has no interest in the street except to retain an easement in the unimproved right-of-way for the replacement, maintenance, and repair of the existing sewer utilities. A sewer line was constructed as part of ULID No.1 in 1974 in a portion of this right-of-way. Therefore, an approximately 15 foot wide sewer easement in this portion of the Rust Street right-of-way needs to be retained extending 12.5 feet north of centerline and extending 2.5 feet south of centerline, as shown in Exhibit A. In order to ensure that this portion of Rust Street is placed on tax rolls and the ownership is formally recorded, the property owner has requested that the city vacate the street under GHMC 12.14.

FISCAL CONSIDERATIONS

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

RECOMMENDATIONS

I recommend that the ordinance 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 A PORTION OF
RUST STREET, LYING EAST OF NORTH HARBORVIEW
DRIVE AND WEST OF WHEELER AVENUE ABUTTING
9508 WHEELER AVENUE IN GIG HARBOR, WASHINGTON.**

WHEREAS, the City has the authority to adopt a vacation ordinance to formally remove the cloud on the title of the referenced right-of-way area, but this street vacation ordinance does not affect any rights anyone, including the public may have acquired in the right-of-way since the street was vacated by operation of law; and

WHEREAS, the portion of Rust Street subject to this vacation request was created in the Plat of the Town of Artna, recorded in the records of Pierce County in 1891; and

WHEREAS, the referenced portion of street right-of-way has never been opened or improved as a public street; and

WHEREAS, the referenced portion of street right-of-way was located in Pierce County during the period of five years prior to 1909, and there is no evidence that it was used as a street during such period; and

WHEREAS, the City Council passed Resolution No. 583 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 March 25, 2002, and at the conclusion of such hearing determined that the aforementioned right-of-way vacated by operation of law and lapse of time; Now, Therefore,

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

Section 1. The City Council finds that this unopened portion of the platted Rust Street right-of-way has vacated by lapse of time and operation of law under the Laws of 1889-90, Chapter 19 (Relating to County Roads), Section 32, p. 603, as Amended By Laws of 1909, Chapter 90, Section 1, p. 189, repealed in 1936 by the Washington State Aid Highway Act (Laws of 1936, Chapter 187, p. 760). This portion of Rust Street, lying East of North Harborview Drive and West of Wheeler Avenue, abutting 9508 Wheeler Avenue at the north property frontage of Parcel No. 2260000240, and the north 30 feet of Rust Street abutting the south property frontage of Parcel No. 2260000140, attached hereto as legally described in Exhibit A and incorporated by this reference and as shown on the aerial Ortho photo as depicted on Exhibit B.

Section 2. The City Clerk is hereby directed to record a certified copy of this ordinance with the office of the Pierce County Auditor.

Section 3. Reservation of Easement. The City has an easement over, under and through the street as generally depicted Exhibit B. The City shall retain its existing easement in the street for the purpose of maintaining, operating, repairing, and replacing the sewer utilities in place.

Section 4. This ordinance shall take effect five days after passage and publication as required by law.

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

CITY OF GIG HARBOR

By: _____
Gretchen Wilbert, Mayor

ATTEST/AUTHENTICATED:

By: _____
Molly M. 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:

EXHIBIT A

THORNTON LAND SURVEYING, INC.

P O Box 249
GIG HARBOR, WASHINGTON 98335-0249

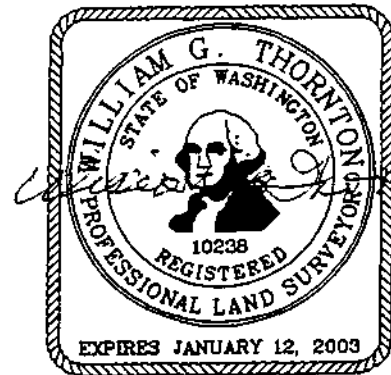


MAR 23 2002
BUSINESS 1-253-358-8101
FAX 1-253-358-7461

LEGAL DESCRIPTION

THE VACATION THEREOF THAT PORTION OF RUST STREET ABUTTING
LOTS 11 BLOCK 4 AND LOT 10 BLOCK 5 OF ARTENA ADDITION TO THE
CITY OF GIG HARBOR, IN THE NORTHWEST QUARTER OF SECTION 5,
TOWNSHIP 21 NORTH, RANGE 2 EAST WILLAMETTE MERIDIAN.

SITUATE WITHIN THE CITY OF GIG HARBOR, COUNTY OF PIERCE, STATE
OF WASHINGTON



DATE March 22, 2002

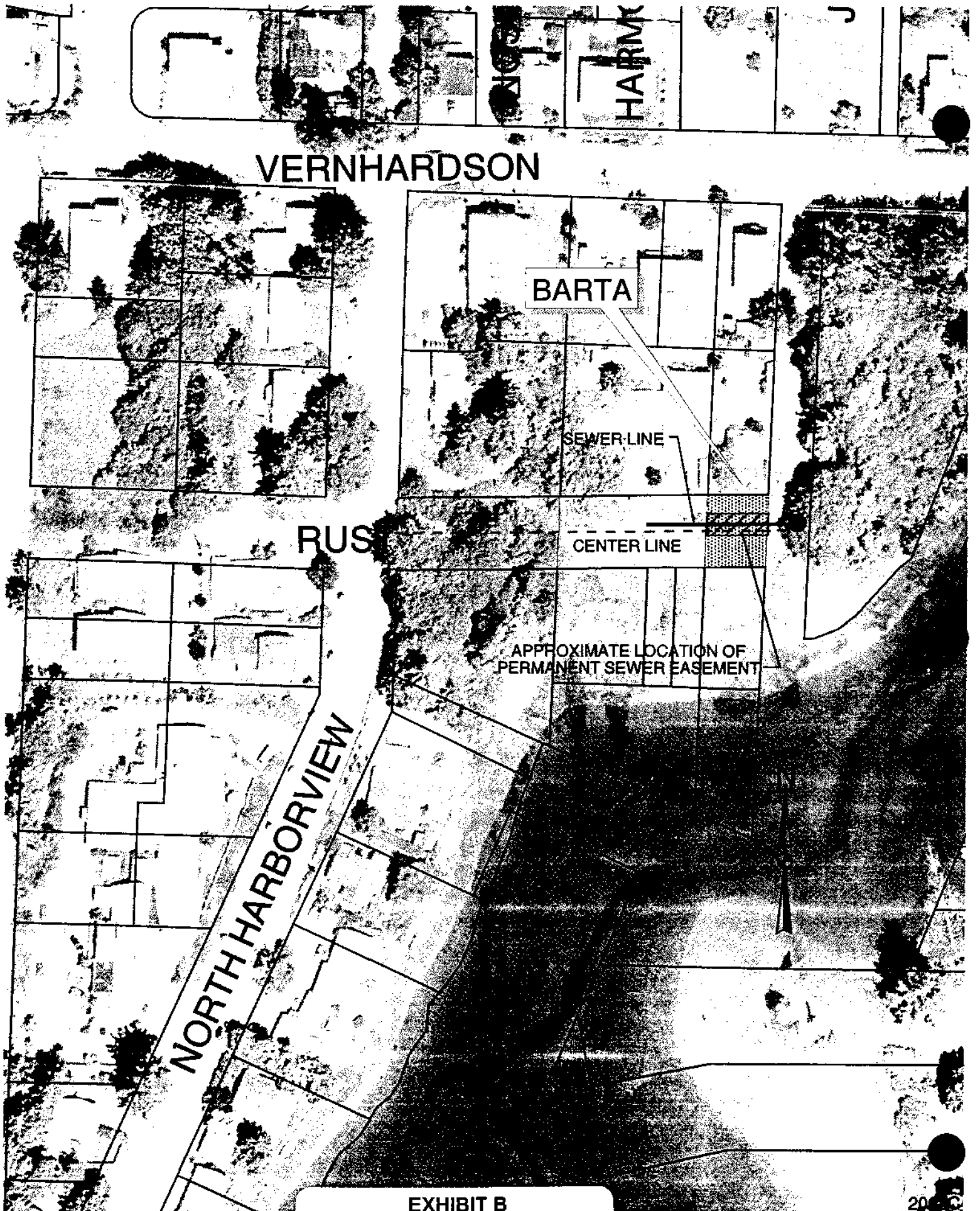


EXHIBIT B

20

BARTA 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: ORDINANCE FOR RUST STREET VACATION - ROHWER
- SECOND READING
DATE: APRIL 8, 2002

INTRODUCTION/BACKGROUND

On March 25, 2002, a public hearing was held regarding the proposed request to vacate a portion of Rust Street in accordance with GHMC 12.14.002C, initiated by Mr. and Mrs. Richard D. Rohwer.

Specifically, the request is for the vacation of the south 30 feet of the Rust Street right-of-way abutting Lot 1, Block 6, Plat of the Town of Artena, Parcel No. 2260000270, currently held by the city. Research on this right-of-way found that this portion of Rust Street was platted in Pierce County in 1891 and was not opened or improved by 1905, therefore it automatically was vacated by operation of law in 1896. The city's ability to open this portion of Rust Street is barred by lapse of time and the city has no interest in the street. In order to ensure that this portion of Rust Street is placed on tax rolls and the ownership is formally recorded, the property owner has requested that the city vacate the street under GHMC 12.14.

FISCAL CONSIDERATIONS

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

RECOMMENDATIONS

I recommend that the ordinance 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 RUST STREET, LYING BETWEEN MILTON AVENUE
AND NORTH HARBORVIEW DRIVE.**

WHEREAS, the City has the authority to adopt a vacation ordinance to formally remove the cloud on the title of the referenced right-of-way area, but this street vacation ordinance does not affect any rights anyone, including the public may have acquired in the right-of-way since the street was vacated by operation of law; and

WHEREAS, the portion of Rust Street subject to this vacation request was created in the Plat of the Town of Artena, recorded in the records of Pierce County in 1891; and

WHEREAS, the referenced portion of street right-of-way has never been opened or improved as a public street; and

WHEREAS, the referenced portion of street right-of-way was located in Pierce County during the period of five years prior to 1909, and there is no evidence that it was used as a street during such period; and

WHEREAS, the City Council passed Resolution No. 584 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 March 25, 2002, and at the conclusion of such hearing determined that the aforementioned right-of-way vacated by operation of law and lapse of time; Now, Therefore,

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

Section 1. The City Council finds that this unopened portion of the platted Rust Street right-of-way has vacated by lapse of time and operation of law under the Laws of 1889-90, Chapter 19 (Relating to County Roads), Section 32, p. 603, as Amended By Laws of 1909, Chapter 90, Section 1, p. 189, repealed in 1936 by the Washington State Aid Highway Act (Laws of 1936, Chapter 187, p. 760). This portion of Rust Street, lying between Milton Avenue and North Harborview Drive, abutting north property frontage of Parcel No. 2260000270, attached hereto as legally described in Exhibit A and incorporated by this reference and as shown on the aerial Ortho photo as depicted in Exhibit B.

Section 2. The City has the authority to adopt a vacation ordinance to formally remove the cloud on the title of the referenced right-of-way area, but this street vacation ordinance does not affect any rights anyone, including the public may have acquired in the right-of-way since the street was vacated by operation of law.

Section 3. The City Clerk is hereby directed to record a certified copy of this ordinance with the office of the Pierce County Auditor.

Section 4. This ordinance shall take effect five days after passage and publication as required by law.

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

CITY OF GIG HARBOR

By: _____
Gretchen Wilbert, Mayor

ATTEST/AUTHENTICATED:

By: _____
Molly M. 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:



EXHIBIT A

LAND CONSULTANTS, INC.

Kenneth P. Giske, President

Land Surveying • Forest & Land Consulting

327 39th Ave. Ct. N.W.
Gig Harbor, WA 98335-7814
Office, Fax 253-851-4554
Home 253-851-5924

December 14, 2001

Mr. Mark Hoppen
City Manager
3105 Judson Street
Gig Harbor, WA 98335

Dear Mr. Hoppen,

Richard D. Rohwer and Heidi Rohwer, husband and wife, petition the City of Gig Harbor to vacate the portion of Rust Street that is adjacent to the Rohwer's residence at 3516 Rust Street. Tax Parcel No. 2260000270.

The legal description for the Rohwer property is as follows:

Lot 1, Block 6, Plat of the town of Artena, Pierce County, Washington, according to plat recorded in Book 5 of plats at Page 68 in Pierce County Auditor's Office. Situate in the City of Gig Harbor, County of Pierce, State of Washington.

The legal description for the Rust Street vacation is as follows:

Beginning at the Northwest Corner of Lot 1, Block 6, Plat of the town of Artena. Situated in the City of Gig Harbor, State of Washington; thence North, 30 feet to the center of Rust Street; (Walnut Street on old plat) thence East along centerline of Rust Street, 120 feet; thence South 30 feet to the Northeast Corner of said Lot 1, Block 6; thence along North line of said Lot 1, West 120 feet to the point of beginning.

All the above is located in the Northwest Quarter of Northwest Quarter in Section 5, Township 21 North, Range 2 East of the Willamette Meridian.

Attached is a portion of the original plat of the town of Artena showing the requested vacation area.

The property owners request the earliest action possible on this vacation request. Enclosed is a check for \$150.00 to cover the required fee:

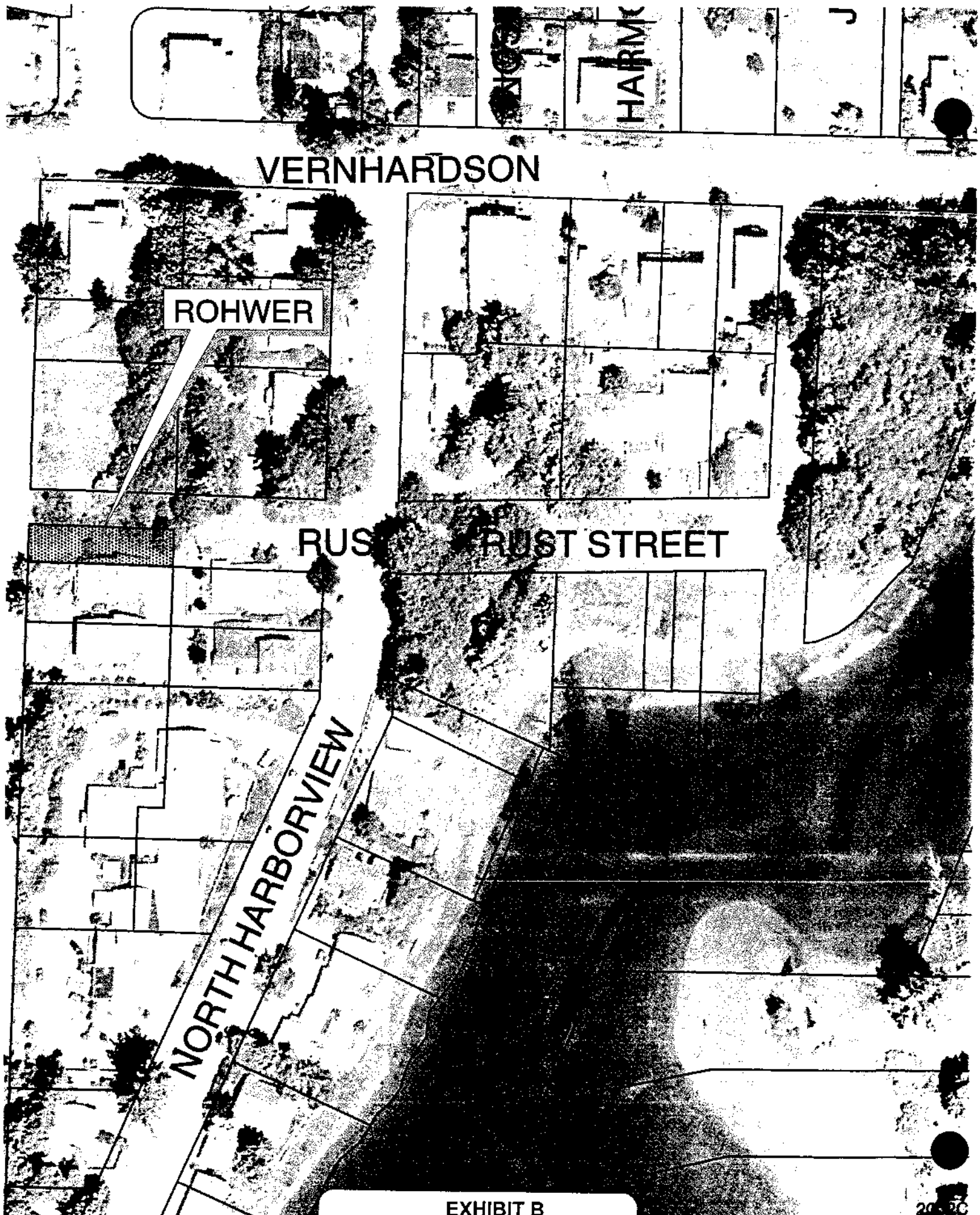
Very truly yours,

Kenneth P. Giske

Kenneth P. Giske, PLS
Land Surveyor No. 10383

Richard D. Rohwer
Richard D. Rohwer

Heidi Rohwer
Heidi Rohwer: Property Owners



VERNHARDSON

ROHWER

RUST STREET

NORTH HARBORVIEW

EXHIBIT B

ROHWER STREET VACATION

2008



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 *JVP*
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: ORDINANCE FOR SUTHERLAND STREET AND PRENTICE AVENUE
STREET VACATION - BUCHER
- SECOND READING
DATE: APRIL 8, 2002

INTRODUCTION/BACKGROUND

On March 25, 2002, a public hearing was held regarding the proposed request to vacate a portion of Rust Street in accordance with GHMC 12.14.002C, initiated by Mr. Charles S. Bucher.

Specifically, the request is to vacate a 32-foot wide strip on Sutherland Street and a 33-foot wide strip on the Prentice Avenue rights-of-way abutting Mr. Bucher's property at 9409 Woodworth Avenue. The subject rights-of-way were platted in Pierce County in 1890 and were not opened or improved by 1905, therefore automatically vacated by operation of law in 1896. The city's ability to open these portions of rights-of-way is barred by lapse of time and the city has no interest in these rights-of-way. In order to ensure that these portions of Sutherland Street and Prentice Avenue are placed on tax rolls and the ownership is formally recorded, the property owner has requested that the city vacate these streets under GHMC 12.14.

FISCAL CONSIDERATIONS

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

RECOMMENDATIONS

I recommend that the ordinance 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 SUTHERLAND STREET AND PRENTICE AVENUE
LYING BETWEEN PEACOCK HILL AVENUE AND
WOODWORTH AVENUE.**

WHEREAS, the City has the authority to adopt a vacation ordinance to formally remove the cloud on the title of the referenced right-of-way area, but this street vacation ordinance does not affect any rights anyone, including the public may have acquired in the right-of-way since the street was vacated by operation of law; and

WHEREAS, the portion of Sutherland Street and Prentice Avenue are subject to this vacation request was created in the Plat of Woodworth's Addition, recorded in the records of Pierce County in 1890; and

WHEREAS, the referenced portions of street rights-of-way have never been opened or improved as a public street; and

WHEREAS, the referenced portions of street rights-of-way was located in Pierce County during the period of five years prior to 1909, and there is no evidence that it was used as a street during such period; and

WHEREAS, the City Council passed Resolution No. 585 initiating the procedure for the vacation of the referenced streets 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 March 25, 2002, and at the conclusion of such hearing determined

that the aforementioned rights-of-way vacated by operation of law and lapse of time; Now,
Therefore,

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

Section 1. The City Council finds that the unopened portions of the platted Sutherland Street and Prentice Avenue rights-of-way have been vacated by lapse of time and operation of law under the Laws of 1889-90, Chapter 19 (Relating to County Roads), Section 32, p. 603, as Amended By Laws of 1909, Chapter 90, Section 1, p. 189, repealed in 1936 by the Washington State Aid Highway Act (Laws of 1936, Chapter 187, p. 760). These portions of Sutherland Street and Prentice Avenue, lying between Peacock Hill Avenue and Woodworth Avenue, abutting property at 9409 Woodworth Avenue, Parcel No. 981500-021-0, attached hereto as legally described and shown in Exhibit A and incorporated by this reference and as shown on the aerial Ortho photo as depicted on Exhibit B.

Section 2. The City has the authority to adopt a vacation ordinance to formally remove the cloud on the title of the referenced right-of-way area, but this street vacation ordinance does not affect any rights anyone, including the public may have acquired in the right-of-way since the street was vacated by operation of law.

Section 3. The City Clerk is hereby directed to record a certified copy of this ordinance with the office of the Pierce County Auditor.

Section 4. This ordinance shall take effect five days after passage and publication as required by law.

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

CITY OF GIG HARBOR

By: _____
Gretchen Wilbert, Mayor

ATTEST/AUTHENTICATED:

By: _____
Molly M. 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:

EXHIBIT A

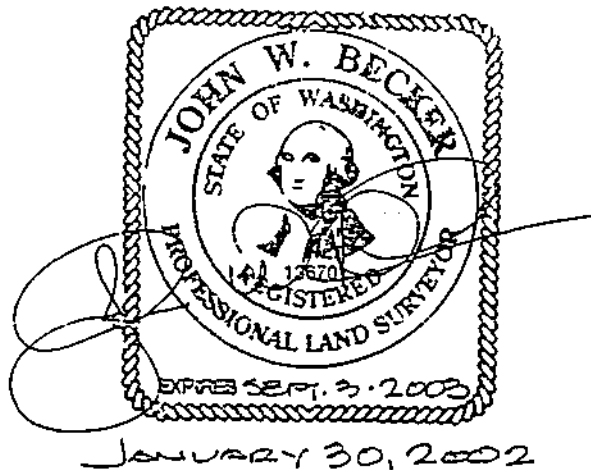
PROPOSED LEGAL DESCRIPTION

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).

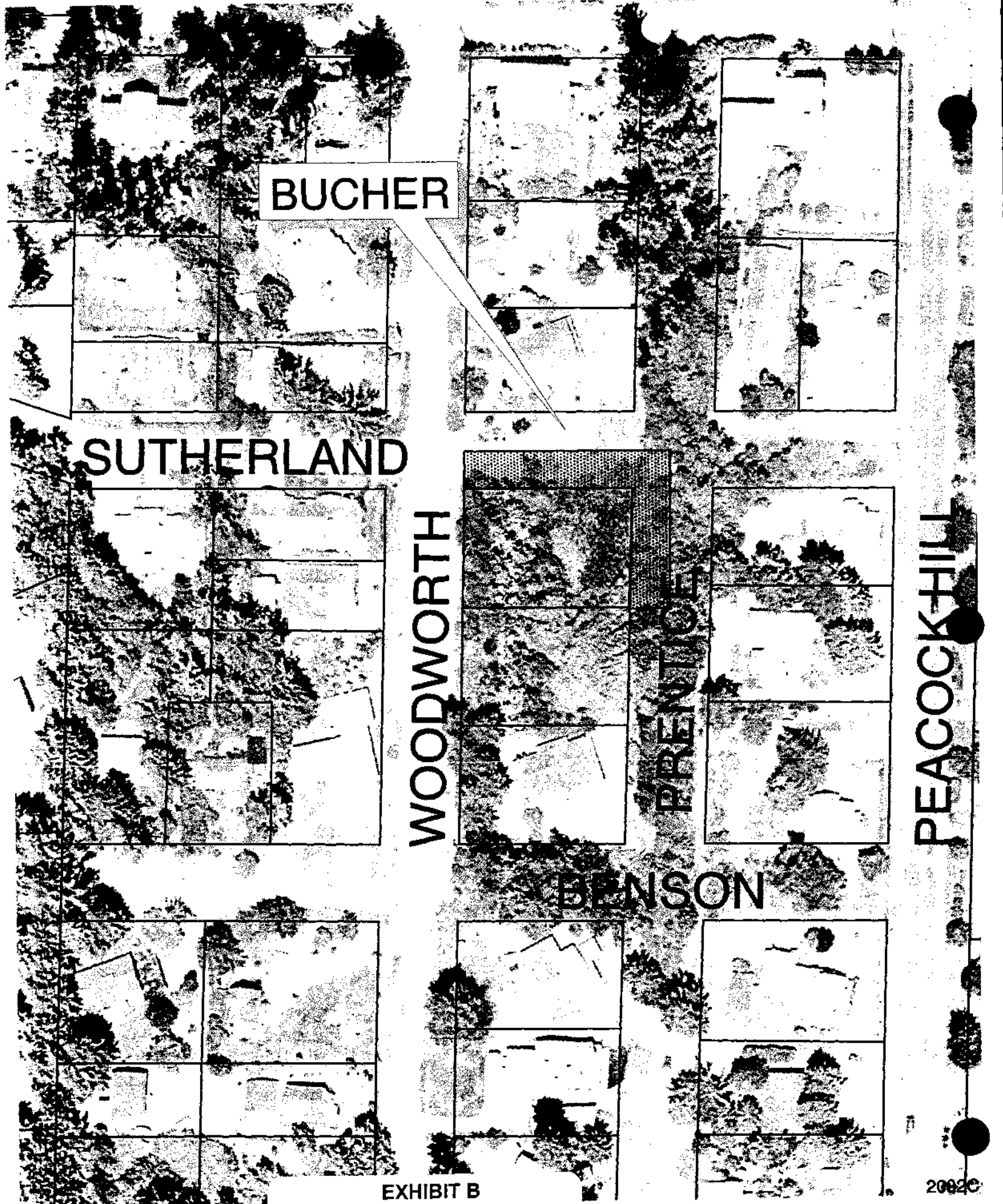
TOGETHER WITH THAT PORTION OF THE WEST HALF OF PRENTICE AVENUE (FORMERLY CHESTER STREET) IN SAID PLAT OF WOODWORTH'S ADDITION, LYING BETWEEN THE EASTERLY PRODUCTION OF THE NORTH LINE OF BLOCK 7 IN SAID PLAT, AND THE EASTERLY PRODUCTION OF THE SOUTH LINE OF THE NORTH 40 FEET OF LOT 2, BLOCK 7, SAID PLAT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



BUCHER

SUTHERLAND

WOODWORTH

PRENTICE

BENSON

PEACOCK HILL

EXHIBIT B

2002C

BUCHER 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: LATECOMERS AGREEMENT FOR REIMBURSEMENT OF
MUNICIPAL WATER AND SEWER
- BURNHAM DRIVE WATER MAIN EXTENSION
- LOGAN INTERNATIONAL
DATE: APRIL 8, 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.

Letters of notification and requests for comments were mailed to all property owners whose property is directly affected by this assessment. Copies of the participants' comments are attached herein.

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

FISCAL CONSIDERATIONS

There are no financial impacts 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.

Return Address:

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

Please print legibly or type information.

Document Title(s) (Or transaction contained therein): 1. LATECOMERS AGREEMENT 2. 3. 4.
Grantor(s) (Last name first, then first name and initials): 1. CITY OF GIG HARBOR 2. 3. 4. 5. Additional Names on Page ___ of Document.
Grantee(s) (Last name first, then first name and initials): 1. LOGAN INTERNATIONAL 2. 3. 4. 5. Additional Names on Page <u>6</u> of Document.
Legal Description (Abbreviated: i.e., lot, block, plat; or section, township, range): Legal Description is on Page 8 of Document.
Reference Number(s) (of documents assigned or released): Additional Reference numbers of Page ___ of Document.
Assessor's Property Tax Parcel/Account Number
The Auditor/Recorder will rely on the information provided on this cover sheet. The staff will not read the Document to verify the accuracy or completeness of the indexing information provided herein.

**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 9,570 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 total project construction costs for said extension including costs eligible for reimbursement under this agreement, shall be as itemized in Exhibit "C." The latecomer's charge (assessment fee) for each of the parcels in the benefited area as shown in Exhibit "B" shall be a fair pro rata share of said total project costs, and shall be based on a distribution of 75-percent of the total project costs to the useable area of the benefited properties, and 25-percent of the total project costs to the total length of the parcel frontages adjacent said extension within the benefited area. Said pro rata share of the total project costs to be assessed against each parcel in the benefited area shall be calculated by multiplying the ratio of the parcel's area to the total area of the benefited properties by the portion of the total project costs distributed to the total area of the benefited properties, and adding the ratio of the parcel's front footage (length of the parcel's frontage adjacent the extension) to the total length of the parcel frontages adjacent said extension within the benefited area multiplied by the portion of the total project costs distributed to the total length of the parcel frontages adjacent the extension within the benefited area.

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.

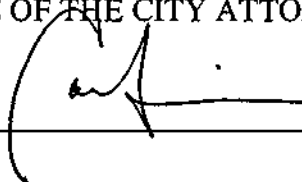
CITY OF GIG HARBOR

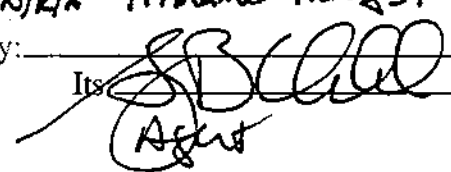
By: _____
Its Mayor

ATTEST:

By: _____
City Clerk, _____

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY

By: _____


OWNERS
Logan International Corp.
N/A Trianna 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.

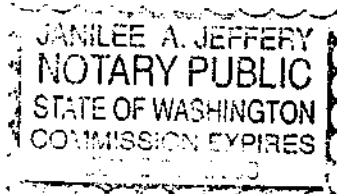
Dated: _____

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

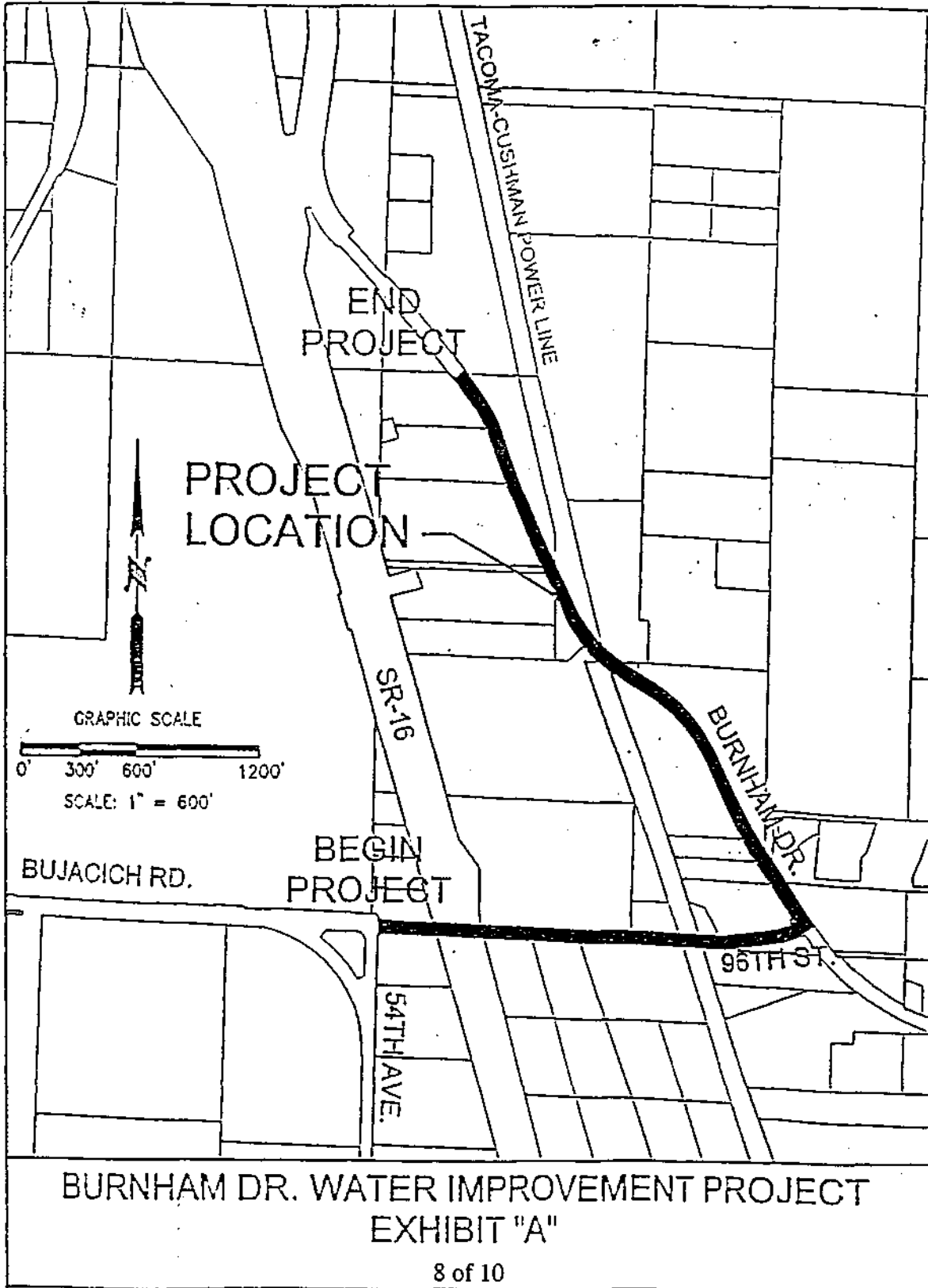
STATE OF WASHINGTON)
) ss.
COUNTY OF ^{King} PIERCE)

I certify that I know or have satisfactory evidence that Greg B. Erickson 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 Transamerica Holdings Inc. Sea Lion Infill to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2-6-2007



Janilee A. Jeffery
NOTARY PUBLIC, State of Washington
Print Name: Janilee A. Jeffery
Residing at: Arbourn, WA
My Commission expires: 2-25-08



BURNHAM DR. WATER IMPROVEMENT PROJECT
EXHIBIT "A"

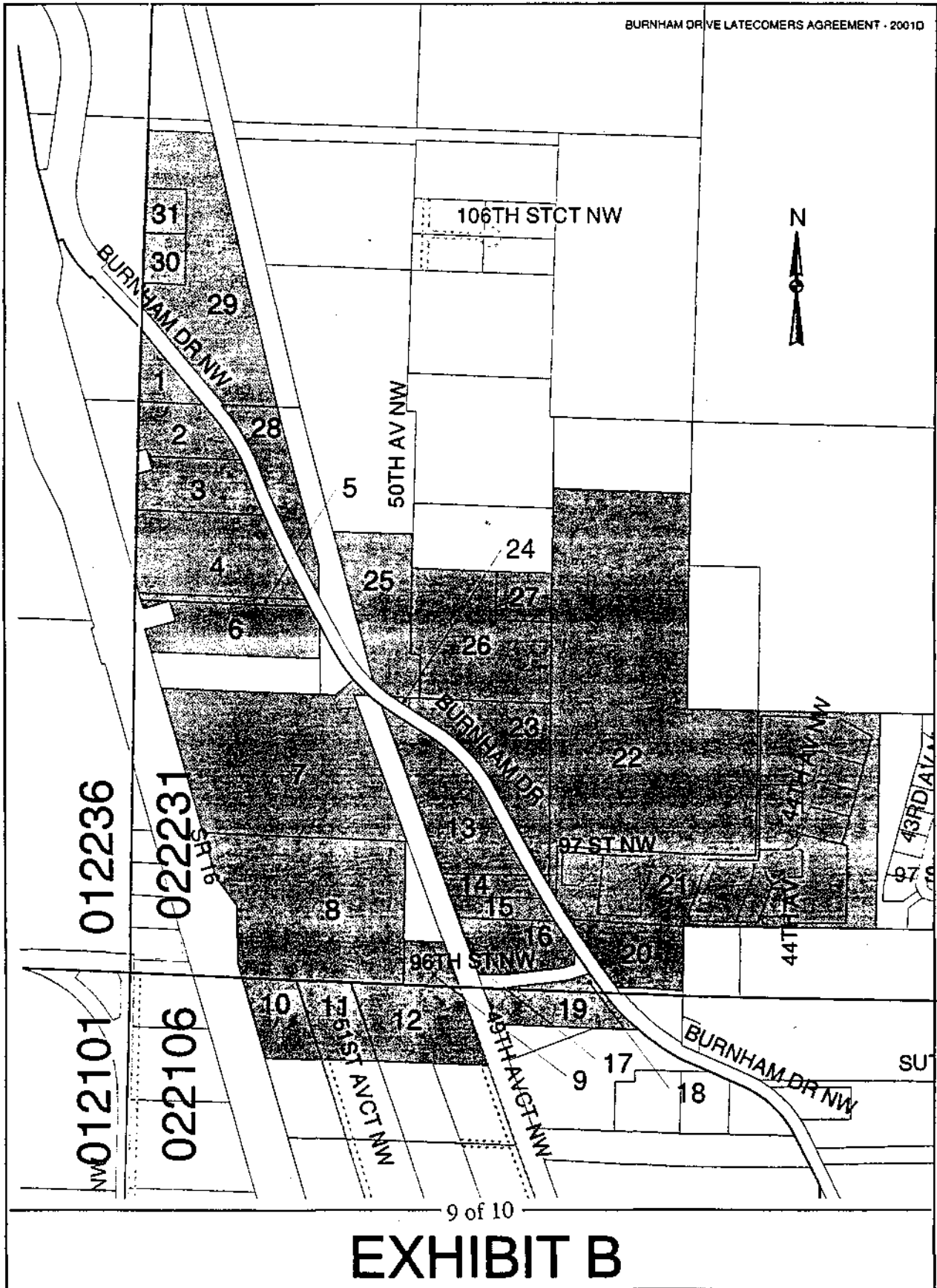


EXHIBIT B

BURNHAM DRIVE WATER MAIN EXTENSION

EXHIBIT C:

TOTAL PROJECT CONSTI \$346,585.50

EXH B MAP #	PARCEL NO.	AREA (acre)	INITIAL AREA (square feet)	WETLANDS (deduct sq. ft.)	USABLE AREA (square feet)	FRONTAGE (lf)	LOT AREA CHARGE	FRONT FOOTAGE CHARGE	TOTAL CHARGE
1	0222312008	1.07	46,609.20	0	46,609.20	469	\$1,903.00	\$4,246.31	\$6,149.31
2	0222313022	2.07	90,169.20	0	90,169.20	316	\$3,681.51	\$2,861.05	\$6,542.56
3	0222313009	3.22	140,263.20	0	140,263.20	278	\$5,726.80	\$2,517.00	\$8,243.80
4	0222313042	7.03	306,226.80	0	306,226.80	437	\$12,502.91	\$3,956.58	\$16,459.49
5	0222313040	0.57	24,829.20	0	24,829.20	36	\$1,013.75	\$325.94	\$1,339.69
6	0222313028	4.64	202,118.40	0	202,118.40	100	\$8,252.28	\$905.40	\$9,157.67
7	0222313062	13.56	590,673.60	22490	568,183.60	109	\$23,198.32	\$986.88	\$24,185.20
8	0222313038	12.33	537,094.80	950	536,144.80	743	\$21,890.21	\$6,727.09	\$28,617.30
9	0222313053	1.10	47,916.00	3690	44,226.00	265	\$1,805.70	\$2,399.30	\$4,205.00
10	0221062039	2.29	99,752.40	0	99,752.40	251	\$4,072.78	\$2,272.54	\$6,345.33
11	0221062069	2.26	98,445.60	0	98,445.60	248	\$4,019.43	\$2,245.38	\$6,264.81
12	0221062064	4.79	208,652.40	0	208,652.40	510	\$8,519.05	\$4,617.52	\$13,136.57
13	0222313020	5.44	236,966.40	71880	165,086.40	1075	\$6,740.30	\$9,733.00	\$16,473.30
14	0222313027	0.92	40,075.20	5370	34,705.20	124	\$1,416.98	\$1,122.69	\$2,539.67
15	0222313018	0.92	40,075.20	3880	36,195.20	123	\$1,477.81	\$1,113.64	\$2,591.45
16	0222313063	2.14	93,218.40	3450	89,768.40	401	\$3,665.15	\$3,630.64	\$7,295.78
17	0222313050	0.36	15,681.60	4180	11,501.60	111	\$469.60	\$1,004.99	\$1,474.59
18	0222313049	0.39	16,988.40	0	16,988.40	410	\$693.62	\$3,712.12	\$4,405.74
19	0221062006	2.93	127,630.80	0	127,630.80	98	\$5,211.03	\$887.29	\$6,098.32
20	0222313016	3.01	131,115.60	36690	94,425.60	387	\$3,855.30	\$3,503.88	\$7,359.18
21	4001020190	20.07	874,249.20	46790	827,459.20	112	\$33,784.27	\$1,014.04	\$34,798.31
22	0222313044	30.36	1,322,481.60	0	1,322,481.60	66	\$53,995.50	\$597.56	\$54,593.06
23	0222313024	5.00	217,800.00	0	217,800.00	1079	\$8,892.54	\$9,769.22	\$18,661.76
24	0222313012	0.02	871.20	0	871.20	97	\$35.57	\$878.23	\$913.80
25	0222313035	5.29	230,432.40	30620	199,812.40	111	\$8,158.12	\$1,004.99	\$9,163.11
26	0222313058	7.58	330,184.80	0	330,184.80	0	\$13,481.09	\$0.00	\$13,481.09
27	0222313059	1.36	59,241.60	0	59,241.60	0	\$2,418.77	\$0.00	\$2,418.77
28	0222313008	2.40	104,544.00	16150	88,394.00	1008	\$3,609.03	\$9,126.39	\$12,735.42
29	0222312035	9.98	434,728.80	124940	309,788.80	606	\$12,648.34	\$5,486.70	\$18,135.04
30	0222312033	1.11	48,351.60	15470	32,881.60	0	\$1,342.52	\$0.00	\$1,342.52
31	0222312034	0.94	40,946.40	5240	35,706.40	0	\$1,457.85	\$0.00	\$1,457.85
TOTALS		155.15	6,758,334.00	391,790.00	6,366,544.00	9,570.00	\$259,939.13	\$86,646.38	\$346,585.50

Front Footage Charge = (Total Project Cost)(0.25)(Lot Front Footage)/9,570

Lot Area Charge - (Total Project Cost)(0.75)(Usable Lot Area)/6,366,544



**GIG HARBOR SPORTSMAN'S CLUB
9721 BURNHAM DRIVE N.W.
GIG HARBOR, WA 98332**

RECEIVED

APR 02 2002

CITY OF GIG HAR
PUBLIC WORKS DE

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

Mr. Stephen Misiurak,
City Engineer

Mar 30, 2002

Re: Your ltr Latecomers Agreement, Dtd Mar 6, 2002

We have reviewed the proposed latecomers agreement you provided in your letter and find that it is somewhat misleading. Exhibit "A" of your letter shows that the water line ends somewhere in the vicinity of the Conan property on Burnham Drive when in fact the water line continues to the area of the new Target and Albertson's stores.

Please provide us information for the entire water line project in the form you provided in Exhibits "A", "B", and "C" of your letter.

Thank you

Ben J Pearson II
Treasurer

DONKEY CREEK HOLDINGS, LLC

PO Box 245
Gig Harbor, WA 98335

(253) 851-9309
FAX (253) 851-6475

April 1, 2002

Steve Misurak
City of Gig Harbor Public Works
3105 Judson St.
Gig Harbor, WA 98335

RECEIVED
APR 02 2002
CITY OF GIG HARBOR
PUBLIC WORKS DEPT

RE: Latecomers Agreement- Burnham Drive Water Main Extension. Revision to Assessment Calculations

Mr. Misurack:

On March 30th we received a revised copy of the fees to be assessed for the extension of the water line.


The calculation formula, although more so than before, remains overly simplistic. Still, left out is the zoning designation of the properties. Our two properties are designated RB-2, which does not provide us with the ability to develop as generously as our neighbors to the north. The RB-2 classification limits coverage to 55%, while the PCD-C classification has "no maximum lot coverage."

While the added factor of wetlands is appropriate, additionally consideration of green belt tracts should be incorporated. In Exhibit C of your agreement wetlands are deducted from the total area to arrive at the "USABLE AREA." However, green belts are not "USABLE AREA" and should be deducted just the same. These are areas that can never be built on, and as a result should not be considered as benefiting.

In 1996 when we were contemplating extending the water line to 97th Street, we were required to address zoning designation when developing a latecomers agreement. We ask that the same standard now apply.

All properties are not equal, and the factor that most greatly decides this is the zoning designation. We would like to see this additional factor used to calculate the agreement. Enclosed you will find a map of the Northharbor Business Campus with the significant green belts highlighted.

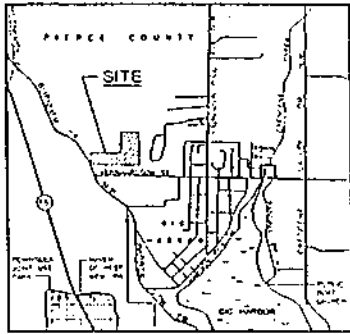
Regards,


Michael Perrow

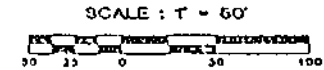
Cc: Mark Hoppen, Wade Perrow, John Vodopich, Gig Harbor City Council

FINAL SITE PLAN

A PORTION OF THE SW 1/4 SE 1/4 AND OF THE SE 1/4 SW 1/4 OF SECTION 31, TWP. 22 N., RGE. 2 E., W.M.
PIERCE COUNTY, WASHINGTON



VICINITY MAP
NOT TO SCALE



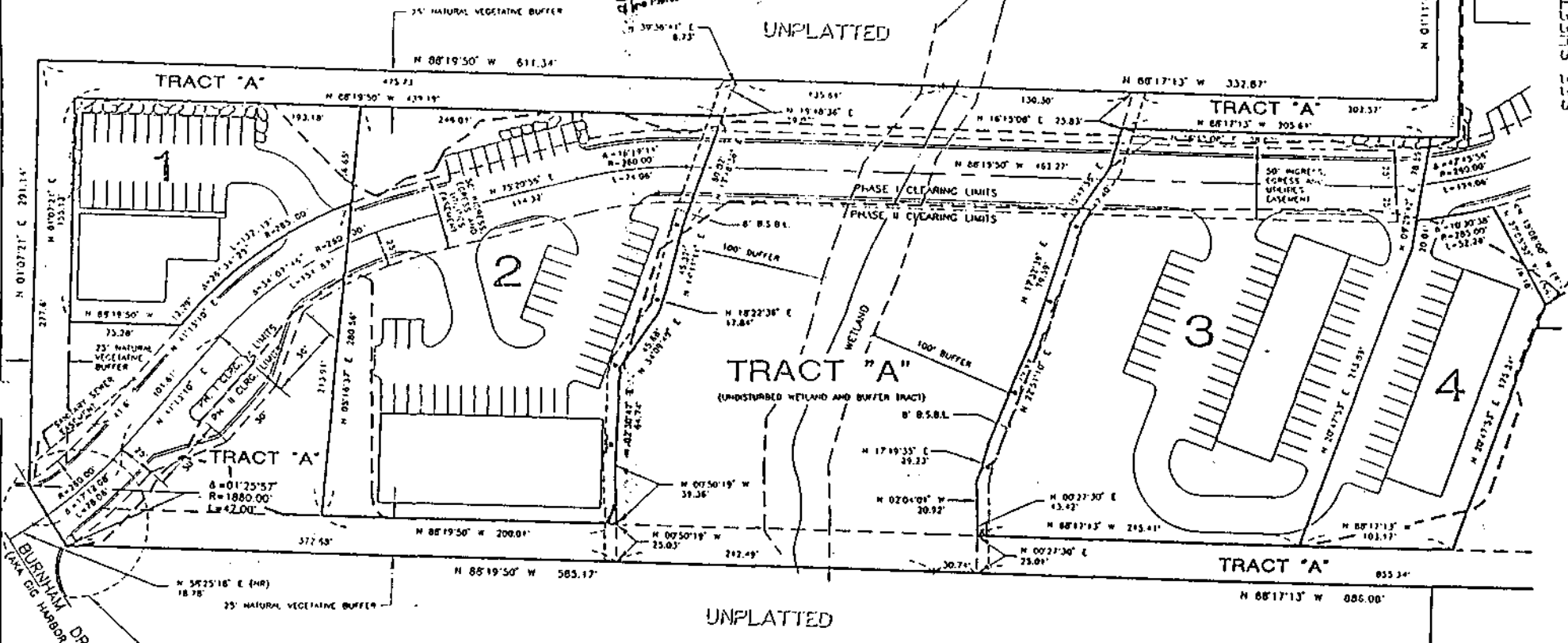
LEGEND
[Symbol] LOCATION OF WETLAND BUFFER 50M (DETAIL ON SHEET 4)

APPROVED
PIERCE COUNTY
PLANNING
[Signature]
Official
Approved as to form and initial.
In conformance with
SFR 20-90
Date 4-7-94

City of Pierce County

UNPLATTED

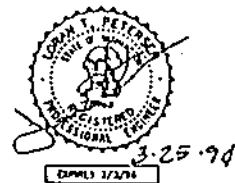
FIELD LOCATIONS OF FLAGGED WETLAND POINTS



UNPLATTED

BURNHAM DRIVE N.W.
PIKA BIG HARBOR-LONGBRACK HIGHWAY

SEE SHEET 3 FOR ENTRY LANDSCAPING



ESM inc.
A CIVIL ENGINEERING, LAND SURVEY, AND PROJECT MANAGEMENT CONSULTING FIRM

34004 9TH AVENUE SO., BLDG. A
FEDERAL WAY, WASHINGTON 98003
PHONE: [206] 838-6113

JOB NO. 559-01-930-004
DRAWN: C. GREFFENHEDER

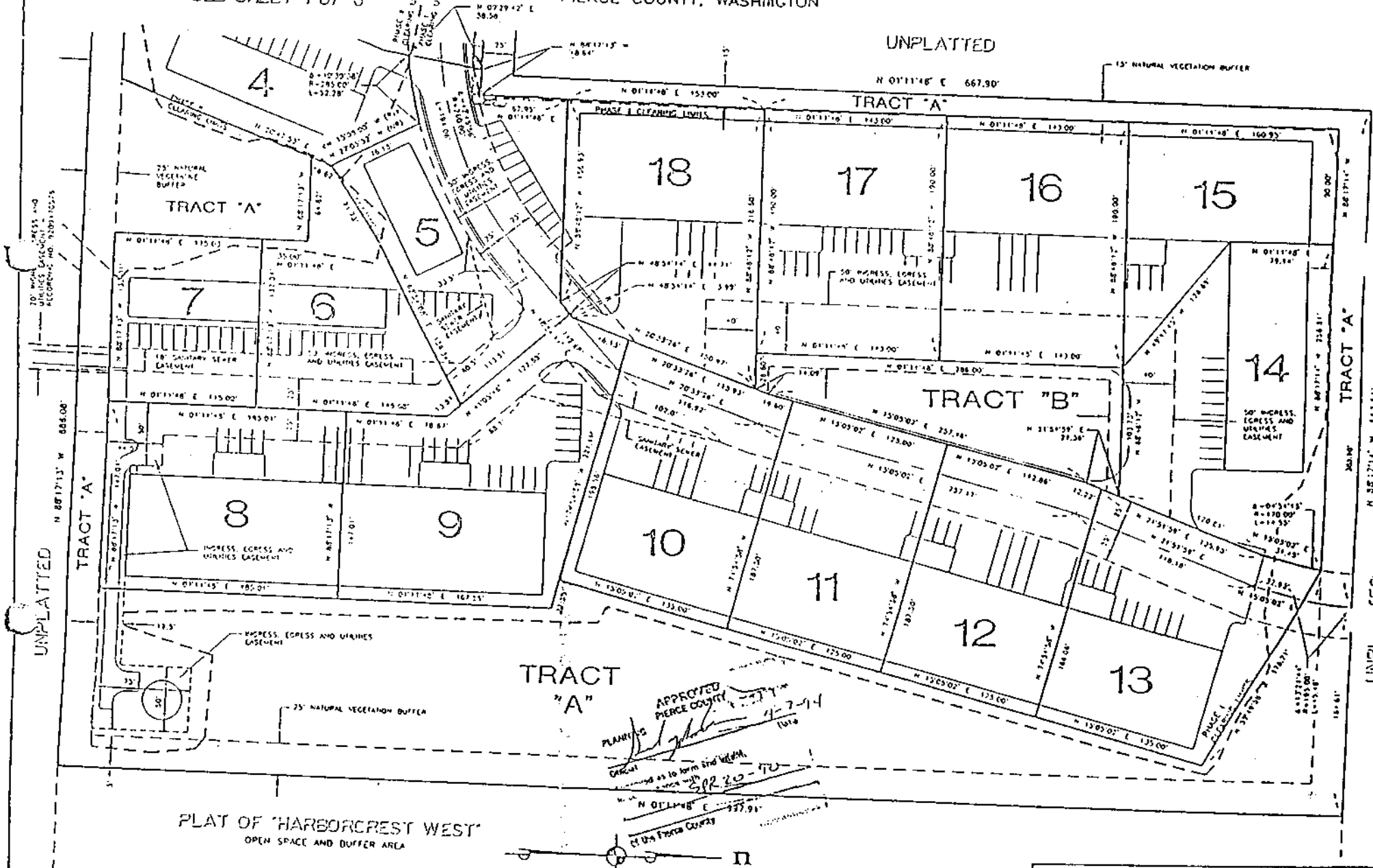
4 OF 4 SHEETS SEE SHEET 3

FINAL SITE PLAN

A PORTION OF THE SW 1/4 SE 1/4 AND OF THE SE 1/4 SW 1/4 OF SECTION 31, TWP. 22 N., RGE. 2 E., W.M.
PIERCE COUNTY, WASHINGTON

SEE SHEET 1 OF 3

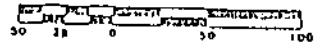
UNPLATTED



APPROVED
PIERCE COUNTY
PLANNING
DATE 4-7-14

PLAT OF "HARBORCREST WEST"
OPEN SPACE AND BUFFER AREA

SCALE : 1" = 50'



DRAWING NAME : #5PLAN-2



ESM inc.
A CIVIL ENGINEERING, LAND SURVEY, AND PUBLIC MANAGEMENT CONSULTING FIRM

34004 9TH AVENUE SO., BLDG. A
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TO: CITY COUNCIL MEMBERS
FROM: MAYOR GRETCHEN WILBERT
DATE: APRIL 8, 2002
SUBJECT: MAYOR'S REPORT

BACKGROUND

April is an important month for two significant events taking place in Gig Harbor. April is the month when Arbor Day is celebrated nationwide, this year on April 10th. Gig Harbor, however, will be celebrating locally with a full day of events on Saturday, April 27th, at the City Park. A conifer seedling will be given to any participant who wishes to take it home and plant a tree. Watch for more news of the celebration.

"Connecting Communities" is the theme for this year's Arbor Day celebration. The occasion offers people the chance to come together to celebrate the many roles trees play in our lives and in our communities. With the simple act of planting a tree, people connect with nature and with each other. The Washington Arbor Day Council offers a variety of educational activities, information, links to resources and ideas for celebrations. Visit their website at <http://www.wa.gov/dnr/arbor> for more information on conifer seedlings, Arbor Day patches, nominations for awards and opportunities to enter a poster contest.

The second April event is a statewide effort to alert the public of the importance of response agencies, neighborhood, and family planning for preparedness in light of our heightened awareness of potential disaster. The city is coordinating with Pierce County Emergency Management for PC Net training for six of our 56 neighborhoods (see attached). PEP-C (the Peninsula Emergency Preparedness Committee) are our community volunteers who will provide a strategy for individual family preparedness. Watch for the announcement of their workshops.