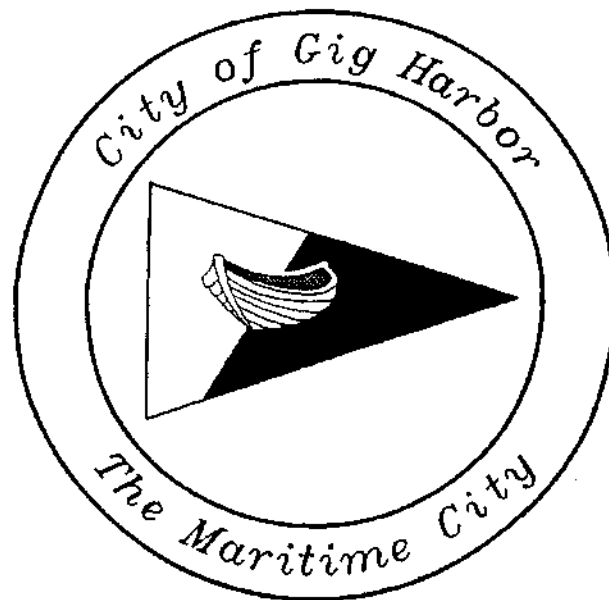


Gig Harbor City Council Meeting



**May 13, 2002
7:00 p.m.**

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
May 13, 2002 - 7:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE

SWEARING IN CEREMONY: Gary Dahm, Gig Harbor Police Officer

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 Meeting of April 22, 2002.
2. Proclamations/Correspondence: Letter to Eagle Scout Andrew Lackman.
3. Award of Bid - Workstation Furniture for Civic Center.
4. Asphalt Pathway Contract Award.
5. Grandview Street Improvement Project, Surveying Services - Consultant Services Contract.
6. Grandview Street Improvement Project, Materials Testing - Consultant Services Contract.
7. Grandview Street Improvement Project - Contract Award.
8. 56th St. & Olympic Drive Roadway Improvement Project Design - Consultant Services Contract.
9. Pump Station 2 Electrical Services - Consultant Services Contract.
10. Vehicle Hoist - Purchase Authorization.
11. Liquor License Application: Market Place.
12. Approval of Payment of Bills for May 13, 2002.
Checks #36008 through #36167 in the amount of \$505,120.43.
13. Approval of Payroll for the month of April, 2002:
Checks #1419 through #1471 and direct deposits in the amount of \$194,908.87.

OLD BUSINESS:

1. Second Reading of Ordinance - Concurrency Management Code Amendments.
2. Second Reading of Ordinance - Adopting Wastewater and Water Facilities Charge Analyses.
3. Second Reading of Ordinance - Increasing Wastewater Connection Fees.
4. Second Reading of Ordinance - Increasing Water Connection Fees.
5. First Reading of Ordinance - Allowing Septic Tanks in City Limits

NEW BUSINESS:

1. First Reading of Ordinance - Amendment to Ordinance No. 897, Annexing Property Next to City Shop.
2. First Reading of Ordinance - Removal of Pre-annexation Provision.
3. Resolution - Sale of City Hall and Use of Proceeds to Start a LTGO Bond - Early Redemption Fund.
4. Resolution - Adopting a Recreation Program Interlocal.
5. Settlement Agreement - City of Gig Harbor vs. Pierce County and Abu Rish.

STAFF REPORTS:

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Second Council Meeting May: Tuesday, May 28th (due to Holiday on Monday)

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

ADJOURN:

✓

GIG HARBOR CITY COUNCIL MEETING OF APRIL 22, 2002

PRESENT: Councilmembers Ekberg, Franich, Owel, Dick, Picinich, and Ruffo.
Councilmember Young acted as Mayor Pro Tem in Mayor Wilbert's absence.

CALL TO ORDER: 7:00 p.m.

PLEDGE OF ALLEGIANCE: Led by Boy Scout Troop 244.

PUBLIC HEARINGS:

1. Ordinance – Concurrency Management Code Amendments. This public hearing was opened at 7:02 p.m. John Vodopich, Community Development Director, explained that these code amendments that address recent changes to the Tacoma- Pierce County Health District rules governing how long water capacity reservations were effective and the lack of an expiration date in the city municipal code for water concurrency reservation certificates tied to site-specific rezones. This amendment would impose a three-year deadline on those reservations. There was no public comment and the hearing was closed.
2. Ordinance - Adopting Wastewater and Water Facilities Charge Analyses. This public hearing was opened at 7:03 p.m. John Vodopich explained that this ordinance was to adopt two recently completed studies for the water facilities and wastewater facilities as a budget objective. He explained that the numbers in the Executive Summary are the correct numbers, and would be corrected in the two following ordinances. There was no public comment and the hearing was closed.
3. Ordinance –Wastewater Facilities Charge Rate Change. This public hearing was opened at 7:04 p.m. John Vodopich presented this ordinance in response to the general facilities study for the wastewater system connection fee. He reminded Council that the numbers in the ordinance would be corrected at the second reading. There was no public comment and the hearing was closed.
4. Ordinance – Water Facilities Charge Rate Change. This public hearing was opened at 7:04 p.m. John Vodopich presented this ordinance in response to the general facilities study for the water system and addresses the connection fee, not the rate fee. He added that the numbers would be amended to reflect the Executive Summary. There was no public comment and the hearing was closed at 7:05 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 Meeting of April 8, 2002.
2. Proclamations/Correspondence: Pierce County Terrorism Summit.
3. Consultant Services Contract – Pump Station 2 – Earth Tech.
4. Liquor License Renewals: Albertson's, Inc.; Mad Anthony's Inc.
5. Approval of Payment of Bills for April 22, 2002.
Checks #35870 through #36007 in the amount of \$1,181,720.23.

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

OLD BUSINESS:

1. Latecomers Agreement for Reimbursement of Municipal Water and Sewer – Burnham Drive Waterline Project. Steve Misiurak, City Engineer, explained that this Latecomers Agreement was tabled from the last meeting. He clarified that the proposed fees are voluntary, and would only be incurred if the applicant chose to connect to the watermain. He said that staff had checked with other agencies and found that several used the same formula base. He then recommended approval of the latecomers agreement.

MOTION: Move to approve the latecomers agreement as presented.
Picinich/Ruffo – unanimously approved.

NEW BUSINESS:

1. Proposed Ordinance – Allowing Septic Tanks in City Limits. John Vodopich explained that several citizens had approached the city asking to install a private septic tank to serve single-family residence within city limits in areas where it is unrealistic to connect to the sewer system. He said that this proposed ordinance would amend the municipal code and allow the City Engineer to approve these systems on a very limited basis. He said one option would be to refer this proposed ordinance to the Public Works Committee; the second, to bring back for a first reading.

Bruce Gair - 9301 North Harborview Drive. Mr. Gair explained that he owns property on 38th Avenue that would be positively affected by this amendment. He discussed the extension of the sewer line to Goodman Middle School without the ability for others to hook into. He thanked staff for bringing this forward.

Art Riebli – Puyallup. Mr. Riebli explained that he owned a lot on 53rd Street, and also thanked Council for the proposed ordinance that would allow for a septic systems in city limits.

MOTION: Move to bring back this ordinance for a first reading at the next meeting.
Owel/Ruffo – unanimously approved.

2. Final Project and Estimate Completion – Borgen Boulevard Project. Steve Misiurak presented the project completion information. He gave an overview of the construction costs, which came in approximately \$147,000 under the authorized budget, due to strong project management and retail participation. He thanked fellow staff members for their hard work in making this project a success.

Mark Hoppen credited Steve for the job he performed as Project Manager in bringing this project in under budget. Councilmembers also recognized Steve's contribution to this quality project.

MOTION: Move to approve the project completion as presented and authorize the Mayor to sign the Certificate of Completion on behalf of the City of Gig Harbor.
Owel/Picinich – unanimously approved.

3. First Reading of Ordinance – Concurrency Management Code Amendments. John Vodopich presented this ordinance, which was introduced during the public hearing, and offered to answer questions. This will return for a second reading at the next meeting.

4. First Reading of Ordinance - Adopting Wastewater and Water Facilities Charge Analyses. John Vodopich presented this ordinance, which was introduced during the public hearing. He explained that an Executive Summary was included in the packet, adding that a complete copy of the document was available for review. Ashley Emery, Gray and Osborne, gave an explanation of the components used to determine the rates. This will return for a second reading at the next meeting.

Jack Bujacich – 3607 Ross Avenue. Mr. Bujacich explained that he was involved in the sewer system years ago, and that many stubs had been sold for \$150.00. He asked what the charge would be for these properties to hook up now in light of recent court cases.

Mark Hoppen, City Administrator, explained that hook-up fees were in addition to the stub charge and that the rate study was predicated upon the court cases discussed.

5. First Reading of Ordinance – Wastewater Facilities Charge Rate Change. John Vodopich presented this ordinance, which was introduced during the public hearing. He reminded Council that the numbers would be amended at the next reading to reflect the Executive Summary.

6. First Reading of Ordinance – Water Facilities Charge Rate Change. John Vodopich presented this ordinance, which was introduced during the public hearing. He reminded Council that the numbers also would be amended at the next reading to reflect the Executive Summary.

7. Resolution – District Court Consolidation. Mark Hoppen explained that Councilmember Young had submitted this resolution for consideration that would make the County Council aware of the City's views on consolidation. He gave an overview of what could occur as a result of the consolidation and subsequent relocation of the District Court II to Tacoma or reduction of hours in the local court.

Jack Bujacich – 3607 Ross Avenue. Mr. Bujacich said that twenty years ago Pierce County tried to move the Court to Pierce County, but due to his efforts, was unsuccessful. He said that this would be a serious loss for Gig Harbor and the Peninsula. He said that the citizen's tax base is increasing, but the level of service is declining. He said if Court was to relocate to downtown Tacoma, there are parking problems and our officers would be out of the area if needed to testify. He said that there are several places that the budget could be cut without relocating the Court. He encouraged everyone to attend the hearing at 10:00 Monday morning to testify.

Doug Butcher – Gig Harbor. Mr. Butcher voiced his concerns over the confusion over this issue. He explained that he is an employee of District Court II, and he agreed that Pierce County is rushing this decision. He praised Council for recognizing the need to consider the future effect on the community. He encouraged everyone to attend a community meeting to be held at the Inn at Gig Harbor on the 25th of April at 7:00 p.m. to further discuss the issues.

Councilmember Owel said that she would like to amend the resolution to add another section to the Resolution.

MOTION: Move to adopt Resolution No. 587 with addition of language to read: Section 3. The Gig Harbor City Council hereby requests that the decision of consolidation of District Court II be deferred until such time as the City of Gig Harbor and our County Council Representative can provide full and complete information.
Owel/Picinich –

Councilmembers spoke strongly in support of this resolution and the motion for the additional language. Councilmember Dick recommended taking an even stronger stance by recommending that additional language be added to the resolution to the effect that the City will approach the County to discuss ways that both courts could share in the cost. Council discussed whether to keep the two issues separate.

MOTION: Call for the question.
Picinich/Ruffo – six voted in favor. Councilmember Dick voted no.

ORIGINAL MOTION: Move to adopt Resolution No. 587 with addition of language to read: Section 3. The Gig Harbor City Council hereby requests that the decision of consolidation of District Court II be deferred until such time as the City of Gig Harbor and our County Council Representative can provide full and complete information.
Owel/Picinich – unanimously approved.

Doug Butcher – Mr. Butcher said that the Pierce County Council has not come out with a definite plan of action, but that once consolidation has been approved, there are no guarantees to what direction will be taken. He said that the first plan of action is to stop the consolidation.

STAFF REPORTS:

1. GHPD – March Stats. No verbal report given.
2. David Rodenbach, Finance Department – First Quarter Financial Report. Mr. Rodenbach explained that there were no significant issues to discuss. He added that the percentages are within a fraction of prior years.

PUBLIC COMMENT: None.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Joint Session – Land Use. Tuesday, April 30th, 7:00 p.m. Council Chambers.
2. Second Council Meeting May: Tuesday, May 28th (due to Holiday on Monday)
3. Pierce County Council – Court Consolidation April 25th, Inn at Gig Harbor – 7:00 p.m.
4. Dedication of Fisherman’s Memorial – Jerisich Park, April 27th, 11:00 a.m.

COUNCIL COMMENTS / MAYOR'S REPORT:

Councilmember Owel asked to be able to make a motion for reconsideration for adoption of Resolution No. 587.

MOTION: Move for reconsideration of adoption of Resolution No. 587 as amended for purposed of further discussion on the basis that fellow Councilmember Dick may have additional language that calls for consideration.
Owel/Dick – unanimously approved.

Councilmember Dick voiced his concerns that finances being the number one concern, that unless the City of Gig Harbor stresses the willingness to discuss other options, the opportunity may be lost.

Jack Bujacich – 3607 Ross Avenue. Mr. Bujacich said that he thought that adding more language to the resolution would cause confusion. He added that the County’s budget is already made up for the year and that there should be no rush to consolidate. He said that if they voted to do so, it would cause a great deal of negative publicity.

Councilmembers further discussed whether or not to include additional language.
Councilmember Dick made the following motion.

MOTION: Move to add language to Resolution No. 587 asking Pierce County Council to delete District Court No. 2 from consolidation and consider the cost savings of the negotiation of co-locating and/or consolidating Municipal Court and District Court 2 to save this valuable community asset.
Dick/

There was no second to this motion, so it was not voted upon.

ADJOURN:

MOTION: Move to adjourn at 8:30 p.m.
Ruffo/Picinich - unanimously approved.

Cassette recorder utilized.
Tape 650 – Side B 190 - end.



City of Gig Harbor. The "Maritime City"

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

May 9, 2002

Andrew J. Lackman
Scout Troop 282
52 Park Avenue NW
Gig Harbor, WA 98335

Dear Eagle Scout Lackman:

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

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

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

I have just returned from an extensive educational European river cruise. I do hope this letter reaches you in time for your Eagle Scout Court of Honor.

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

Sincerely,

Gretchen A. Wilbert
Mayor, City of Gig Harbor



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MOLLY TOWSLEE, CITY CLERK *mt*
SUBJECT: AWARD OF BID - WORKSTATION FURNITURE FOR CIVIC CENTER
DATE: MAY 8, 2002

INFORMATION/BACKGROUND

Based on a review of various furniture systems, the Herman Miller's Action Office Series 2 and Q System was chosen to be installed in the new Civic Center. A call for bids was issued in March in the Gateway and News Tribune, and we received one bid.

The bidder, Business Interiors Northwest, has recently won the competitive bidding for the City of Tacoma, City of Lakewood and Bainbridge Island. This bid reflects a savings of 65% below list price and includes an additional four workstations in the police department.

Attached to this memo is a Bid Proposal Summary. A comprehensive breakdown of unit pieces, style and unit pricing is available for review.

FISCAL CONSIDERATION

The bid of \$140,769.28, which includes tax and installation, is within the amount budgeted for furnishing workstations for the Gig Harbor Civic Center.

RECOMMENDATION

Move to award the bid for workstations for the Gig Harbor Civic Center, in an amount not to exceed One Hundred Forty Thousand, Seven Hundred Sixty-Nine dollars and Twenty-eight cents (\$140,769.20), which includes all applicable Washington State Sales Tax and installation.

April 23, 2002

Seattle
2901 Third Avenue
Suite 330
Seattle, WA 98121
206.441.6400
Fax 206.448.4452

Civic Center Furniture – Bid Proposal
C/O Ms. Molly M. Towslee, City Clerk
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

Dear Molly,

All of us at Business Interiors Northwest appreciate the opportunity to submit the attached bid for furniture for the new Gig Harbor Civic Center. Business Interiors Northwest is firmly committed to our local community and are excited to be a part of this wonderful project.

Tacoma
710 Pacific Avenue
Tacoma, WA 98402
253.627.1000
Fax 253.627.1032

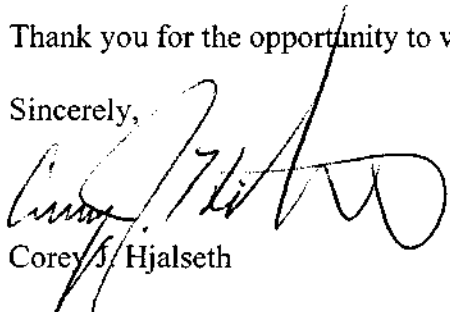
Please find enclosed the quotations for Herman Miller Action Office 2 work stations as well as Herman Miller "Q" desk units as specified. Also enclosed is a summary page as well as a bid bond for the project. The quotations show the type and size of the components as well as the fabric and finish as specified by you and Ron Tjerandsen, Burr Lawrence Rising + Bates Architects.

Tukwila
10838 East Marginal Way S
Tukwila, WA 98168
206.762.8818
Fax Upper Office
206.763.4078
Lower Office
206.762.8420

Please call me if you have any questions.

Thank you for the opportunity to work with you on your new Civic Center.

Sincerely,



Corey J. Hjalseth

Enclosures

Cc: Mr. Ron Tjerandsen, BLR+B Architects

atria in Redmond
15359 NE 90th Street
Redmond, WA 98052
425.497.0110
Fax 425.497.8007

Seattle
2901 Third Avenue
Suite 330
Seattle, WA 98121
206.441.6400
Fax 206.448.4452

Tuesday, April 23, 2002

Furniture Bid Proposal Summary

Gig Harbor Civic Center

Tacoma
710 Pacific Avenue
Tacoma, WA 98402
253.627.1000
Fax 253.627.1032

Quote #	Area	Bid Price
110595	City Hall, 1 st Floor	\$1,506.12
110598	City Hall, 2 nd Floor	\$40,759.57
110594	Public Works	\$52,688.32
110596	Police	\$15,218.34
110597	Optional Police	\$6,637.96
110599	Delivery & Installation	\$23,958.97
TOTAL		\$140,769.28
	DEPOSIT	\$70,384.64

Tukwila
10838 East Marginal Way S
Tukwila, WA 98168
206.762.8818
Fax Upper Office
206.763.4078
Lower Office
206.762.8420

atria in Redmond
15359 NE 90th Street
Redmond, WA 98052
425.497.0110
Fax 425.497.8007

DEPOSIT FOR BID BOND FORM - DEPOSIT STATEMENT

Herewith find deposit in the form of certified check, cashier's check or cash in the amount of \$ _____, which amount is not less than five percent of the total bid.

SIGN HERE _____

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Business Interiors of Seattle, Inc. as Principal, and Contractors * as Surety, are held firmly bound unto the City of Gig Harbor, Washington, as Obligee, in the penal sum of Not to Exceed Five Percent of the Greatest ** dollars and _____ cents (\$ 5% of the GAB), for the payment of which the successors and assigns, jointly and severally by these presents.

* Bonding and Insurance Company ** Amount Bid

The condition of this obligation is such that if the Obligee shall make any award to the Principal for the Gig Harbor Civic Center ***, Washington according to the terms of the proposal or bids made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids. Then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

*** Furniture System

SIGNED, SEALED AND DATED THIS 24th DAY OF April, 2002.

Business Interiors of Seattle, Inc.

Rich Jack, CEO
Principal

Contractors Bonding and Insurance Company

Mark Noma
Surety Mark Noma, Attorney-in-Fact

_____, 2002

Received return of deposit in the sum of \$ _____



Limited Power of Attorney

Home Office:
1213 Valley Street
PO Box 9271
Seattle, WA 98109-0271
(206) 628-7200

KNOW ALL MEN BY THESE PRESENTS that CONTRACTORS BONDING AND INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Washington, and having its principal office in Seattle, King County, Washington, does by these presents make, constitute and appoint MARK NOMA, of Seattle, Washington, its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver on behalf of the Company any and all bonds and undertakings of suretyship given for any purpose, provided, however, that no Attorney-in-Fact shall be authorized to execute and deliver any bond or undertaking that shall obligate the Company for any portion of the penal sum thereof in excess of \$6,000,000, and provided, further, that no Attorney-in-Fact shall have the authority to issue a bid or proposal bond for any project where, if a contract is awarded, any bond or undertaking would be required with a penal sum in excess of \$6,000,000; and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary; hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions adopted by the Board of Directors of the CONTRACTORS BONDING AND INSURANCE COMPANY on September 8, 1998:

RESOLVED that the President of the Company is authorized to appoint any person as the Company's true and lawful Attorney-in-Fact with power and authority to execute and deliver on behalf of the Company any and all bonds and undertakings of suretyship given for any purpose, subject to such limits as shall be determined by the President of the Company; provided, however, that no such person shall be authorized to execute and deliver any bond or undertaking that shall obligate the Company for any portion of the penal sum thereof in excess of \$10,000,000, and provided, further, that no Attorney-in-Fact shall have the authority to issue a bid or proposal bond for any project where, if a contract is awarded, any bond or undertaking would be required with penal sum in excess of \$10,000,000.

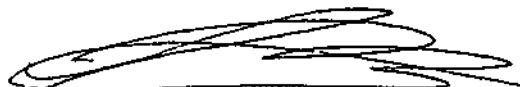
RESOLVED FURTHER that the authority of the Secretary of the Company to certify the authenticity and effectiveness of the foregoing resolution in any Limited Power of Attorney is hereby delegated to the following persons, the signature of any of the following to bind the Company with respect to the authenticity and effectiveness of the foregoing resolutions as if signed by the Secretary of the Company: Donald Sirkin, Steven A. Gaines, John Pieprzyn, John D. Minto, Larry A. Byers, Brian Schick, Chris Reburn, April Rohrer, and Eric Sirkin.

RESOLVED FURTHER that the signatures (including certification that the Power of Attorney is still in force and effect) of the President, Notary Public and person certifying authenticity and effectiveness, and the corporate and Notary seals appearing on any Limited Power of Attorney containing this and the foregoing resolutions as well as the Limited Power of Attorney itself and its transmission, may be by facsimile, and such Limited Power of Attorney shall be deemed an original in all aspects.

RESOLVED FURTHER that all resolutions adopted prior to today appointing the above named as Attorney-in-Fact for CONTRACTORS BONDING AND INSURANCE COMPANY are hereby superseded.

IN WITNESS WHEREOF, CONTRACTORS BONDING AND INSURANCE COMPANY has caused these presents to be signed by its President and its corporate seal to be hereto affixed this 26th day of March, 2002.

CONTRACTORS BONDING AND INSURANCE COMPANY

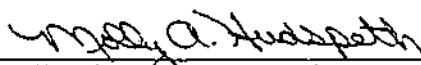
By: 
Steven A. Gaines, President

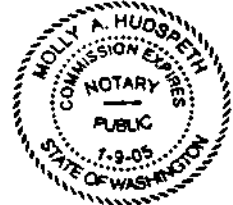


STATE OF WASHINGTON—COUNTY OF KING

On this 26th day of March, 2002, personally appeared STEVEN A. GAINES, to me known to be the President of the corporation that executed the foregoing Limited Power of Attorney and acknowledged said Limited Power of Attorney to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said Limited Power of Attorney.


IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.


Notary Public in and for the State of Washington, residing at Seattle



The undersigned, acting under authority of the Board of Directors of CONTRACTORS BONDING AND INSURANCE COMPANY, hereby certifies, as or in lieu of Certificate of the Secretary of CONTRACTORS BONDING AND INSURANCE COMPANY, that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and does hereby further certify that the said Power of Attorney is still in force and effect.

GIVEN under my hand at Seattle, WA, this 24th day of April, 20 02.





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: DAVID BRERETON *Dave*
DIRECTOR OF OPERATIONS
SUBJECT: MCDONALD STREET ASPHALT PATHWAY
- CONTRACT AUTHORIZATION
DATE: MAY 13, 2002

INTRODUCTION/BACKGROUND

The 2002 budget provides for a pedestrian trail along McDonald Street linking the Civic Center and Grandview Forest trail system on the north with the pedestrian facilities in the commercial and medical office campus on the south. Potential contractors were contacted in accordance with the City's Small Works Roster Process (Resolution No. 411). Four contractors responded with the following price quotations:

Higrade Asphalt & Sealcoat, Inc.	\$ 4,464.03
Pacific Manholes	\$ 5,184.00
Spadoni Brothers	\$ 5,450.00
Affordable Asphalt	\$ 9,639.00

Based on the price quotations received, the lowest price quotation was from Higrade Asphalt & Sealcoat, Inc. in the amount of four thousand four hundred sixty-four dollars and three cents (\$4,464.03).

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 Parks and Recreation objectives, and within the budgeted amount.

RECOMMENDATION

I recommend the Council authorize the award and execution of the contract for McDonald Asphalt Pathway to Higrade Asphalt & Sealcoat, Inc., as the lowest responsible respondent, for their price quotation amount of Four thousand four hundred sixty-four dollars and three cents (\$4,464.03).

**AGREEMENT FOR CONSTRUCTION SERVICES
BETWEEN GIG HARBOR AND HIGRADE ASPHALT & SEALCOAT INC.**

THIS AGREEMENT, is made this _____ day of _____, 200____, by and between the City of Gig Harbor (hereinafter the "City"), and Higrade Asphalt & Sealcoat Inc., a Washington corporation, located and doing business at 113 Meridian East, Edgewood, WA 98572, mailing address: PO Box 1690, Milton, WA 98354, (hereinafter "Contractor").

WHEREAS, the City desires to hire the Contractor to perform the work described in Exhibit A and the Contractor agrees to perform such work under the terms set forth in this Agreement; and

WHEREAS, in the process of selection of the Contractor and award of this contract, the City has utilized the procedures in RCW 39.04.155(3);

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

I. Description of Work. The Contractor shall perform all work as described in Exhibit A, which is attached hereto and incorporated herein by this reference, in a workman-like manner according to standard construction practices. The work shall generally include the furnishing of all, materials and labor necessary to install the McDonald Avenue Pathway to include 3,780 square feet of asphalt surfacing, 2-inches of Class B asphalt, all as more clearly defined in Exhibit A of this contract . The Contractor shall not perform any additional services without the express permission of the City.

II. Payment.

A. The City shall pay the Contractor the total sum of Four thousand four hundred sixty-four dollars and three cents (\$4,464.03), plus sales tax, for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the tasks described in Exhibit B, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed change order.

B. After completion of the work, the City shall pay the full amount of an invoice within thirty (30) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Contractor of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

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

IV. Duration of Work. The City and the Contractor agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement by both parties. The Contractor shall perform all work required by the Agreement on or before June 13, 2002. The indemnification provisions of Section IX shall survive expiration of this Agreement.

V. Prevailing Wages. Wages paid by the Contractor shall be not less than the prevailing rate of wage in the same trade or occupation in Pierce County as determined by the industrial statistician of the State Department of Labor and Industries and effective as of the date of this contract.

Before any payment can be made, the Contractor and each subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" to the City's Contract Compliance Division, which has been approved by the State Department of Labor

and Industries. Each voucher claim (invoice) submitted by the Contractor for payment of work shall have a certification, which states that the prevailing wages have been paid in accordance with the pre-filed "Statement(s) of Intent to Pay Prevailing Wages".

VI. Waiver of Performance Bond and Retainage: Limited Public Works Process. As allowed in RCW 39.04.155(3) for limited public works projects, the City has waived the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW for the work described in Exhibit A.

VII. Termination.

A. Termination Upon City's Option. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon five (5) days written notice to the Contractor.

B. Termination for Cause. If the Contractor refuses or fails to complete the tasks described in Exhibit A, to complete such work by the deadline established in Section IV, or to complete such work in a manner satisfactory to the City, then the City may, by written notice to the Contractor, give notice of its intention to terminate this Agreement. On such notice, the Contractor shall have five (5) days to cure to the satisfaction of the City or its representative. If the Contractor fails to cure to the satisfaction of the City, the City shall send the Contractor a written termination letter which shall be effective upon deposit in the United States mail to the Contractor's address as stated below.

C. Excusable Delays. This Agreement shall not be terminated for the Contractor's inability to perform the work due to adverse weather conditions, holidays or mechanical failures which affect routine scheduling of work. The Contractor shall otherwise perform the work at appropriately spaced intervals on an as-needed basis.

D. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for services satisfactorily performed by the Contractor to the effective date of termination, as described in a final invoice to the City.

VIII. Discrimination. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, the Contractor, its subcontractors or any person acting on behalf of the Contractor shall not, by reason of race, religion, color, sex, national origin or the presence of any sensory, mental, or physical handicap, discriminate against any person who is qualified and available to perform the work to which the employment relates.

IX. Indemnification. The Contractor shall indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, and shall pay for all costs, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONTRACTOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

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

X. Insurance.

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

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

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

- C. The Contractor is responsible for the payment of any deductible or self-insured retention that is required by any of the Contractor's insurance. If the City is required to contribute to the deductible under any of the Contractor's insurance policies, the Contractor shall reimburse the City the full amount of the deductible.
- D. The City of Gig Harbor shall be named as an additional insured on the Contractor's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Contractor's insurance policies.
- E. It is the intent of this contract for the Contractor's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City. Additionally, the Contractor's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.
- F. The Contractor shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Contractor's coverage.

The Contractor shall procure and maintain for the duration of this Agreement, comprehensive general liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its employees, agents or subcontractors. The cost of such insurance shall be borne by the Contractor. The Contractor shall maintain limits on such insurance in the above specified amounts: The coverage shall contain no special limitations on the scope of protection afforded the City, its officials, officers, employees, agents, volunteers or representatives.

The Contractor agrees to provide the City with certificates of insurance evidencing the required coverage before the Contractor begins work under this Agreement. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. The City reserves the right to require complete, certified copies of all required insurance policies at all times.

XI. Entire Agreement. The written provisions and terms of this Agreement, together with all exhibits attached hereto, all bids specifications and bid documents shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

XII. City's Right of Supervision. Even though the Contractor is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Contractor agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

XIV. Warranties. The Contractor hereby warrants that it is fully licensed, bonded and insured to do business in the State of Washington as a general contractor. Higrade Asphalt and Sealcoat Inc. will warranty the labor and installation of materials for a one (1) year warranty period.

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

XVI. Assignment. Any assignment of this Agreement by the Contractor without the written consent of the City shall be void.

Apr-30-02 07:28A

P.06

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

XVI. Assignment. Any assignment of this Agreement by the Contractor without the written consent of the City shall be void.

XVII. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

XVIII. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

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

If any dispute arises between the City and the Contractor under any of the provisions of this Agreement which cannot be resolved by the City's determination in a reasonable time, or if the Contractor does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be with the Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party shall be reimbursed by the other party for its costs, expenses, and reasonable attorney's fees incurred in any litigation arising out of the enforcement of this Agreement.

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

Higrade Asphalt & Sealcoat Inc., Contractor

THE CITY OF GIG HARBOR

By: *Ivan Phillips*
Its CEO

By: _____
Its Mayor

Notices should be sent to:

Higrade Asphalt & Sealcoat Inc.
Attn: Ivan Phillips
PO Box 1690
Milton, Washington 98354
253-952-1119

City of Gig Harbor
Attn: David Breerton
Director of Operations
3105 Judson Street
Gig Harbor, Washington 98335

Approved as to form:

By: _____
City Attorney

Attest:

By: _____
Molly M. Towslee, 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 Higrade Asphalt & Sealcoat Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

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

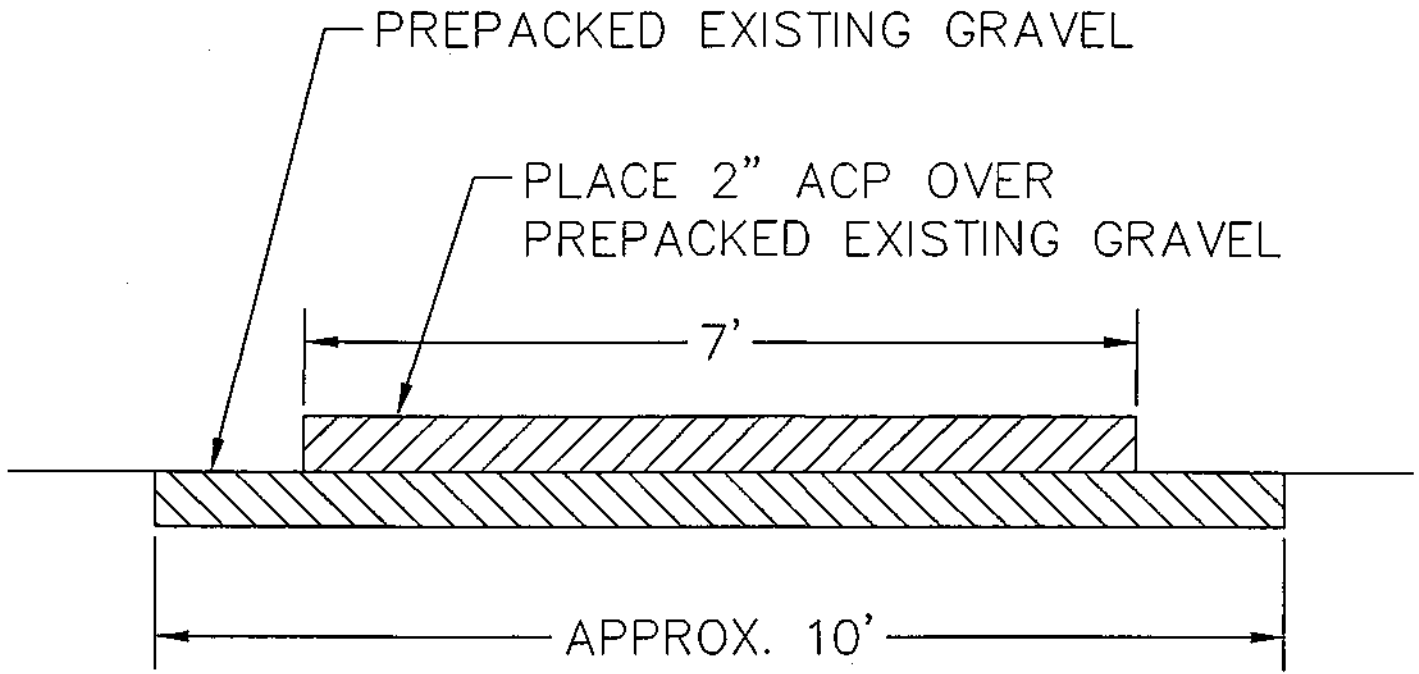
STATE OF WASHINGTON)
) ss.
COUNTY OF P I E R C E)

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

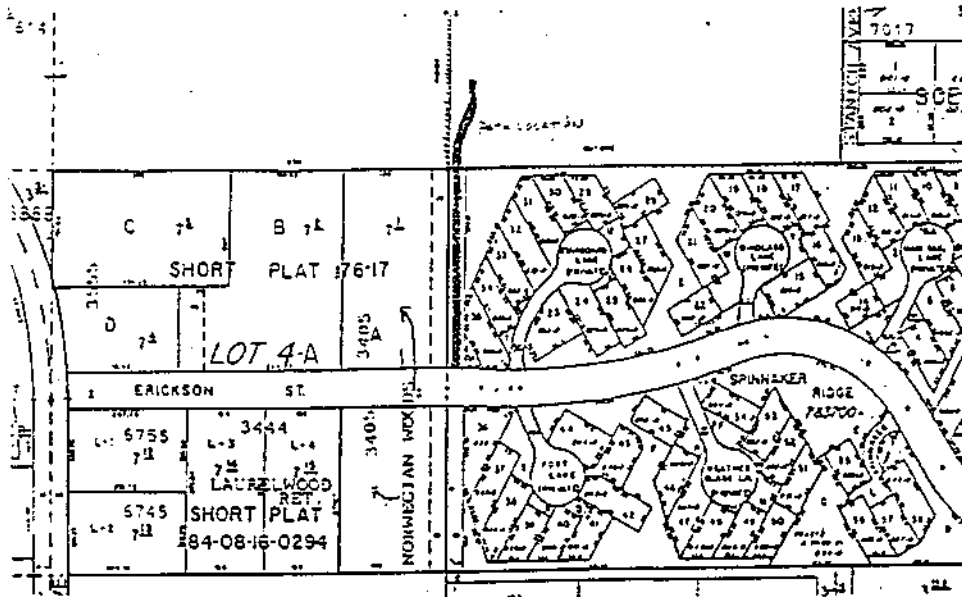
DATED: _____

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

EXHIBIT A



PATHWAY CROSS-SECTION



HIGRADE ASPHALT & SEALCOAT INC

P.O. BOX 1690 Milton WA. 98354

253 . 952 . 1119

Fax 253 . 952 . 9407

FAX 253-853-7597

DATE 04/11/02

BID PROPOSAL

RE: ERICKSON STREET PATHWAY
CITY OF GIG HARBOR
ATTENTION DAVID BRERETON 253-851-8145

*113 - Mendian E
Edgewood 98572*

ADDENDUM: 0

BASE BID

+ - 3780 SQUARE FEET OF ASPHALT SURFACING
2 INCHES OF ASPHALT CLASS B
WILL RAISE WATER VAULVE

BASE BID: \$ \$4,464.03 PLUS TAX

Unit Prices are subject to actual field quantities.
Price is subject to change if not accepted within thirty (30) days.

WORK TO INCLUDE:

- | | |
|------------------------|---------------------------|
| 1 Seal Edges | 4 Tack as Needed |
| 2 Soil Sterilization | 5 Fine Grading. |
| 3 Vibratory Compaction | 6 Mobilization |
| | <u>0 for Grade Work</u> |
| | <u>1 for Asphalt Work</u> |

EXCLUSIONS:

- 1 Crushed Rock outside of asphalt areas, unless noted above.
- 2 Preparation of sub-base to within +/- 1/10th of a foot
- 3 Extruded curbs / Curb and gutters / Cast in place concrete / Wheel stops.
- 4 Cutting, Planing, and Removal of existing asphalt concrete or Patching.
- 5 Manhole, Catch basin, and Utility ring adjustments.
- 6 Seal- Coat / Pavement Stripes and Markings
- 7 Layout / Signs and Barricades / Traffic control.
- 8 Testing / Permits / Bond

Respectfully Submitted IVAN PHILLIPS (Estimator)



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: STEPHEN MISIURAK, P.E., CITY ENGINEER *LSM*
SUBJECT: GRANDVIEW STREET IMPROVEMENT PROJECT CSP-0025
CONSULTANT SERVICES CONTRACT- CONSTRUCTION SURVEY
STAKING
DATE: MAY 13, 2002

INTRODUCTION/BACKGROUND

Budgeted objectives for 2002 include the construction of the Grandview Street improvement project. Survey staking and related work is needed to establish right-of-way, vertical and horizontal grades, and other information necessary to reconstruct the roadway.

After reviewing the Consultant Services Roster and evaluation of materials submitted for review, the engineering-survey firm of David Evans and Associates, Inc. was selected as the most qualified to perform the work. Their selection was based on their understanding of the project, familiarity with the area, and extensive municipal survey experience, and outstanding past experience with the City of Gig Harbor.

The scope includes construction surveying along the project limits, and to locate permanent survey monuments within the project limits.

POLICY CONSIDERATIONS

David Evans and Associates, Inc. is able to meet all of the City's standard insurance provisions for professional services contracts.

FISCAL CONSIDERATIONS

This work was anticipated in the adopted 2002 Budget. The contract amount is within the 2002 budgeted allocation.

RECOMMENDATION

I recommend that the Council move and approve execution of the Consultant Services Contract with David Evans and Associates, Inc. for survey work in the amount not to exceed nineteen thousand six hundred dollars and ninety cents (\$19,600.90).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
DAVID EVANS AND ASSOCIATES, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and David Evans and Associates, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 3700 Pacific Highway East, Suite 311, Tacoma, Washington 98424 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the construction survey staking for the Grandview Street Improvement Project, CSP-0025, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated April 24, 2002, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

The Consultant shall perform all work as described in **Exhibit A**.

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Nineteen thousand six hundred dollars and ninety cents (\$19,600.90) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2002; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in **Exhibit A**. If delivered to consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as

modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not, by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

VIII. Insurance

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

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

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

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

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

E. It is the intent of this contract for the Consultant's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

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

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.

XV. Resolution of Disputes and Governing Law

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

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Public Works Director's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT

Randy A. Anderson, P.E.
David Evans and Associates, Inc.
3700 Pacific Highway East, Suite 311
Tacoma, Washington 98424
(253) 922-9780

Stephen Misiurak, P.E.
City Engineer
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-8145

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification

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

XIX. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City,

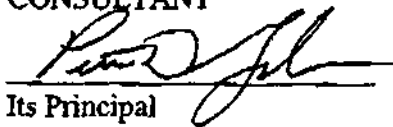
and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2002.

CONSULTANT

CITY OF GIG HARBOR

By:


Its Principal

By:

Mayor

Notices to be sent to:

CONSULTANT
Peter D. Gonzales, P.E.,
Vice President
David Evans and Associates, Inc.
3700 Pacific Highway East, Suite 311
Tacoma, Washington 98424
(253) 922-9780

Stephen Misiurak, P.E.
City Engineer

City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-8145

APPROVED AS TO FORM:

City Attorney

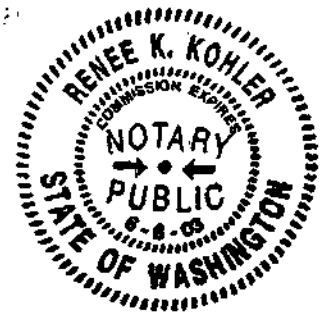
ATTEST:

City Clerk

STATE OF WASHINGTON)
)
COUNTY OF King) ss.
)

I certify that I know or have satisfactory evidence that Peter D. Hughes 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 Vice President of David Evans & Associates Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5/7/02



Renee K. Kohler

RENEE K. KOHLER

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

My Commission expires: 6/8/03

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

GRANDVIEW AVENUE IMPROVEMENT PROJECT

CSP 0025

EXHIBIT A

SCOPE OF SERVICES

David Evans and Associates, Inc. (DEA) is pleased to provide this Scope of Services to the City of Gig Harbor (City) for construction survey work for the Grandview Street Improvement Project.

In general, this project involves providing construction survey staking for approximately 900 Lineal Feet of roadway improvements. The work will be done following plans provided by the City titled Grandview Street Improvement Project and dated February 2002.

The project tasks represent our understanding of the necessary key activities to be provided by DEA for this project. The tasks give detailed information about the services that DEA will provide to the City for this project.

The project tasks for this Scope of Services are as follows:

TASK 1---PROJECT MANAGEMENT

- Provide project administration and coordination for the project.
- Provide project updates to the city on the status of the work being done as necessary or requested by the city, attend one pre-construction meeting, and one general project meeting.
- Prepare and submit monthly invoices to the City of Gig Harbor. The invoice will include a brief summary of the work accomplished during the billing period and the staff classification that worked on the project. The invoices will show labor and expenses correlated to the task numbers included therein.
- Provide internal quality control review throughout the construction survey process.

TASK 2---ESTABLISH PROJECT HORIZONTAL/VERTICAL CONTROL

Based on discussions with the City, DEA will assume that both horizontal and vertical control has been developed for the project. DEA will assume that horizontal control monumentation exists in Pioneer Way and that a monument exists at the intersection of Pioneer Way and Grandview Avenue and there is an additional monument on Grandview Avenue. DEA also assumes that vertical control and bench mark information acceptable to the City exists within the immediate vicinity of the project.

- Research existing control information and records to establish basis of survey.

- Determine and accept the subdivision corners and other existing survey data.
- Run a horizontal control traverse and set temporary project control points.
- Establish a vertical control network for the project.

TASK 3---ESTABLISH HORIZONTAL ALIGNMENT FOR GRANDVIEW AVENUE

- Establish centerline at 50-foot stations
- Set back of curb stakes/offsets at 50-foot stations and breaks

TASK 4---ESTABLISH VERTICAL ALIGNMENT OF GRANDVIEW AVENUE

- Establish temporary bench marks (3 Minimum)
- Provide cut/fills for curb stakes representing the "top, back" of curb.
- Provide hubs for top of subgrade
- Provide hubs for top of base course
- Provide hubs for top of leveling course
- Provide cut sheets to inspector for curb, subgrade, and leveling staking

TASK 5---STAKE STORM DRAINAGE SYSTEM

- Stake storm drainage structures (12) horizontal and vertical
- Stake storm drainage pipe system at 50-foot stations
- Provide drainage structure survey notes for inspector

TASK 6---STRIPING AND MONUMENTATION

Brass monuments will be provided by DEA and furnished to the contractor for setting. DEA will punch the monuments after they have been set by the contractor.

- Paint centerline control at 50-foot stations
- Set monuments (4 Maximum)

TASK 7---"AS-CONSTRUCTED" DRAWINGS

- Provide the City with one original hand labeled/drawn set of "As-Constructed" drawings showing invert and rim elevations of all drainage structures within the limits of the project

ADDITIONAL SERVICES

DEA has the in-house expertise and will be available to perform additional services in connection with the project at the request of the City of Gig Harbor. These services include additional survey work beyond that identified above, civil and traffic engineering design, specifications, engineering costs estimates, environmental and permitting work,

preparation of easements or other legal descriptions and documents, public involvement, and construction surveying support.

SERVICES PROVIDED BY THE CITY

- The city will obtain permission to access onto adjoining private properties or on easement areas or rights- of-way not belonging to the City of Gig Harbor.
- The city will provide 5 complete sets of plans and 2 sets of specifications to DEA. The plans for this project will be provided to DEA in electronic format (AutoCAD 2000). The city will provide all available survey control information to DEA. The city and/or the contractor will be responsible for locating all utilities for the project.
- The city will provide DEA with any plan change information three (3) business days prior to the request to have that particular item field staked. However, DEA will make every reasonable effort to minimize that time to allow the contractor's work to proceed without delay.
- The city will provide all needed traffic control for DEA's survey effort.

CONDITIONS OR EXCLUSIONS OF WORK

- DEA will use the existing road alignment information developed in the project plans as the basis for all construction staking work done on this project. DEA assumes no responsibility for the correctness or accuracy of this information.
- DEA assumes that the project plans have been tied to correct and accurate horizontal and vertical control information and monumentation. Both horizontal and vertical control is within the immediate vicinity of the project and will be used for this project.
- DEA has not included any construction survey work for unsuitable removal or similar work if that situation arises.
- All construction staking is on a one-time basis only. Re-staking work as directed by the City will be done on a time and expense basis and billed to the city. The city will be responsible for charging the contractor for the extra work effort required.
- No property survey work or staking of right-of-way lines is included or work that will require the filing of a Record of Survey will be done as part of this project. If so requested by the city, property corners or right-of-way corners can be set on a time and expense basis as an addition service.
- All requests for construction survey work will be presented to DEA through the city not less than three (3) business days before completed staking of the requested item is required.
- DEA will lay out and set construction stakes, offset stakes, or hubs based on the plans provided by the City. The contractor shall be fully responsible for all data, dimensions, elevations, and data measured or taken from these provided stakes or hubs.
- DEA assumes the work will be done in approximately 45 working days and once the work commences it will continue on through to completion.

REIMBURSABLES

- Fees for reprographics and postage.
- Mileage
- Brass Monuments

PROJECT SCHEDULE

DEA is available to begin work within 48 hours after written authorization of this Scope of Work is received.

GIGHARBORGRAND-1
04/24/02

CITY OF GIG HARBOR
GRANDVIEW AVENUE IMPROVEMENTS
EXHIBIT B
SCHEDULE OF RATES AND ESTIMATED HOURS

	Project Manager	Office/Clerical	Professional Land Surveyor	Survey Technician	2-Person Survey Crew	Task Sums
	\$ 129.00	\$ 43.50	\$ 96.10	\$ 79.05	\$ 120.00	
TASK 1--PROJECT MANAGEMENT						
Project Administration and Coordination	3	2				
Status Updates	2					
Prepare and Submit Invoices	2	3				
QA/QC	2					
Task Total	9	5	0	0	0	1,378.50
TASK 2--ESTABLISH PROJECT HORIZONTAL/VERTICAL CONTROL						
Research Control Information and Records			2	1		
Determine and Accept Sub-Division Corners/Other Data	0		2	1		
Run Horizontal Control Traverse	0			1	2	
Establish Vertical Control Network	0			1	2	
Task Total	0	0	4	4	4	1,180.60
TASK 3--ESTABLISH HORIZONTAL ALIGNMENT OF GRANDVIEW AVENUE						
Establish Centerline at 50-foot stations	0			4	8	
Set Back of Curb Stakes/Offsets at 50-foot stations and breaks	0			2	8	
Task Total	0	0	0	6	16	2,394.30
TASK 4--ESTABLISH VERTICAL ALIGNMENT OF GRANDVIEW AVENUE						
Establish Temporary Project Bench Marks (3 Minimum)	0				4	
Provide Cut/Fill for Curb Stakes	0			6	24	
Provide Hubs for Top of Subgrade	0				12	
Provide Hubs for Top of Base Course	0				12	
Provide Hubs for top of Leveling Course	0				8	
Provide Cut Sheets for Inspector	0			2	2	
Task Total	0	0	0	8	62	8,072.40
TASK 5--STAKE STORM DRAINAGE SYSTEM						
Stake Storm Drainage Structures (12) Horizontal and Vertical	0			4	10	
Stake Storm Drainage System at 50-foot Stations	0				6	
Provide Structure Notes for Inspector	0				2	
Task Total	0	0	0	4	18	2,476.20
TASK 6--STRIPING AND MONUMENTATION						
Paint Centerline Control at 50-foot Stations	0			2	8	
Set Monuments (4 Maximum)	0				4	
Task Total	0	0	0	2	12	1,598.10
TASK 7--"AS-CONSTRUCTED" DRAWINGS						
Provide "As-Constructed" Drawings	0		2	12	8	
Task Total	0	0	2	12	8	2,100.60
Total Estimated Hours	9	5	6	36	120	
Rate	\$ 129.00	\$ 43.50	\$ 96.10	\$ 79.05	\$ 120.00	
Total Labor Cost	1,161.00	217.50	576.60	2,845.80	14,400.00	\$ 19,200.90
EXPENSES						
Mileage at \$ 365 per mile						\$ 200.00
Brass Monuments						\$ 100.00
Reprographics/Postage						\$ 100.00
TOTAL PROJECT COST						\$ 19,600.90



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: STEPHEN MISIURAK, P.E., CITY ENGINEER *Stm*
SUBJECT: CONSULTANT SERVICES CONTRACT
GRANDVIEW STREET IMPROVEMENT PROJECT, CSP-0025
MATERIALS TESTING
DATE: MAY 13, 2002

INTRODUCTION/BACKGROUND

Materials testing assistance is necessary for the Grandview Street Improvement Project to ensure that materials used in the project meet the requirements of the plans and specifications. All materials testing must be performed in accordance with the requirements and procedures of the Washington State Department of Transportation (WSDOT).

After reviewing the Consultant Services Roster and evaluation of materials submitted for review, the materials testing firm of AMEC Earth & Environmental was selected as the most qualified to perform the work. Their selection was based on their understanding of the work, and extensive testing experience.

Council approval of the Consultant Services Contract is being requested.

POLICY CONSIDERATIONS

AMEC Earth & Environmental is able to meet all of the City's standard insurance provisions for professional services contracts.

FISCAL CONSIDERATIONS

This work was anticipated in the adopted 2002 Budget. The contract amount is within the 2002 budgeted allocation.

RECOMMENDATION

I recommend that the Council authorize execution of the Consultant Services Contract with AMEC Earth & Environmental for materials testing services for the Grandview Street Improvement Project in an amount not to exceed four thousand four hundred and twenty four dollars (\$4,424.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
CONSULTANT**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and AMEC Earth & Environmental, Inc., a Nevada corporation, with an office located and doing business at 115 South 8th Street, Tacoma, Washington 98402 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the construction geo-technical engineering of the Grandview Street Improvement Project, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated April 10,2002, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

The Consultant shall perform all work as described in **Exhibit A**.

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Four thousand four hundred twenty-four dollars and no cents (\$4,424.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt.

If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2002; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in **Exhibit A**. If delivered to consultant primary contact in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination and after final payment has been received by Consultant, the City may take possession of all non-proprietary records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City within the scope of work as described in Exhibit A. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been

terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not, by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

VIII. Insurance

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

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

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

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

D. The City of Gig Harbor shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. A certificate of insurance is sufficient.

E. It is the intent of this contract for the Consultant's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

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

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.

XV. Resolution of Disputes and Governing Law

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

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Engineer's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT
Donald Miller
Primary Contact
AMEC Earth & Environmental, Inc.
115 South 8th Street
Tacoma, Washington 98402
(360) 779-9196

Stephen Misiurak, P.E.
City Engineer
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-8145

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification

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

XVIII. Modification

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


XIX. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2002.

AMEC Earth & Environmental, Inc.

CITY OF GIG HARBOR

By: 
Douglas A. Smith, S.V.P.
Print Name & Title

By: _____
Mayor

Notices to be sent to:
CONSULTANT
Donald Miller
Primary Contact
AMEC Earth & Environmental, Inc.
115 South 8th Street
Tacoma, Washington 98402
(253) 572-4975

Stephen Misiurak, P.E.
City Engineer
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-8145

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

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: _____

EXHIBIT A
SCOPE OF SERVICES

April 29, 2002
T-2302-P

Gig Harbor Public Works Department
3105 Judson Street
Gig Harbor, Washington 98335

Attention: Mr. Steve Misiurak

Scope of Services

AMEC Earth & Environmental respectfully submits this proposal to provide testing and construction inspection services during construction of the Grandview Street Improvement Project.

Services for this project will be provided by AMEC from our Tacoma, Washington office on an on call basis. It is anticipated the field and laboratory services will be required for Sub-grade compaction testing, Reinforced Concrete, and Asphalt Paving construction activities. Our field personnel will verbally relay test results to the project superintendent following completion of field sampling and testing, if requested, will leave a daily report prior to leaving the site. All field and laboratory reports will be reviewed by our project manager and distributed as directed.

Sincerely,

Donald Miller
Tacoma Branch Manager

AMEC Earth & Environmental
115 South 8th Street
Tacoma, Washington
USA 98402
Phone (253) 572-4975
Fax (253) 572-3096

**EXHIBIT B
SCHEDULE OF RATES AND
ESTIMATED HOURS**

**Estimate and Fee Schedule
Grandview Street Improvement Project**

Soils and Base		
4 Proctors @ \$150.00 each		600.00
4 Sieves @ \$75.00 each		300.00
10 Days Nuclear Gauge Rental @ \$25.00/day		250.00
10 Site Visits @ 4 Hours/visit @ \$35.00/ hour		<u>1400.00</u>
	TOTAL	\$2550.00
Asphalt		
3 Rice Tests @ \$65.00 each		195.00
3 Extraction/Gradations @ \$135.00 each		405.00
4 days Nuclear Gauge Rental @ \$25.00 each		100.00
4 Site Visits @ 8 hours/visit @ \$35.00/hour		<u>1120.00</u>
	TOTAL	\$1820.00
Concrete		
6 Site Visits @ 4 hours/visit @ \$35.00/hour		840.00
24 Cylinders @ \$15.00 each		<u>360.00</u>
	TOTAL	\$1200.00
Miscellaneous		
Mileage (based on 0.345/mile)		224.25
Report Review-3 hours @ \$75.00		225.00
Clerical - 3 hours @ \$35.00/hour		105.00
Supplemental on-call services - 10% est. consult fee		<u>850.00</u>
	TOTAL	\$1404.00
TOTAL ESTIMATE - ALL SECTIONS		\$4424.00

Miscellaneous:

Overtime (over 8 hours/day)
Saturday Rate
Sunday Rate

Time and one-half
Time and one-half
Time and one-half

A minimum of two (2) hours charge for all site visits. Tests or services not mentioned above will be charged at our current scheduled rates.



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: STEPHEN MISIURAK, P.E. *SM*
CITY ENGINEER
SUBJECT: GRANDVIEW STREET IMPROVEMENT PROJECT, CSP - 0025
- BID AWARD
DATE: MAY 13, 2002

INTRODUCTION/BACKGROUND

A budgeted objective in the City's street department is the reconstruction of Grandview Street from Pioneer Way to McDonald Avenue. Basic improvements will provide a reconstructed two-lane pavement section, bicycle lanes, a continuous curb and gutter, and storm drainage improvements.

In response to an advertisement for bids, seven bid proposals were received as summarized below:

1	RV ASSOCIATES, INC.	\$241,787.35	5	FOX ISLAND CONSTRUCTION, INC.	\$259,500.00
2	HARLOW CONSTRUCTION COMPANY, INC.	\$243,619.60	6	LOOKER AND ASSOCIATES, INC.	\$265,857.90
3	ACTIVE CONSTRUCTION, INC.	\$246,525.80	7	TUCCI AND SONS, INC.	\$281,856.45
4	WOODWORTH AND COMPANY, INC.	\$254,761.00			

The lowest responsive bid proposal received was from RV Associates, Inc., in the amount of two hundred forty-one thousand seven hundred eighty-seven dollars and thirty-five cents (\$241,787.35). This project is a public street improvement and the City will not pay State of Washington sales tax for road, storm, and water improvements. Any state sales tax required is included in the unit bid prices.

ISSUES/FISCAL IMPACT

The low bid is under the City Engineer's estimate of \$262,138.97. This project was identified as an objective in the street operating fund of the 2002 Annual Budget.


RECOMMENDATION

I recommend that the Council authorize the award and execution of the contract for the Grandview Street Improvement Project (CSP-0025) to RV Associates, Inc., as the lowest responsible bidder, for their bid proposal amount of two hundred forty-one thousand seven hundred eighty-seven dollars and thirty-five cents (\$241,787.35).



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: STEPHEN MISIURAK, P.E., CITY ENGINEER 
SUBJECT: CONSULTANT SERVICES CONTRACT - FINAL DESIGN FOR
56TH STREET/ OLYMPIC DRIVE IMPROVEMENT PROJECT
DATE: MAY 13, 2002

INTRODUCTION/BACKGROUND

Budgeted objectives for 2002 include final design of the Olympic Drive / 56th Street Improvement project. David Evans and Associates, Inc. (DEA) was contracted in August 2001 to perform the preliminary roadway design. A design report was recently completed by DEA, which provides the necessary information to move into the final design of the roadway improvement.

Consultant services are needed to perform the necessary final design for this project. DEA was selected to perform the final design work based on their understanding of the project, past experience with the City of Gig Harbor, familiarity with the area, extensive municipal roadway design experience, and their completion of the design report. Based on these criteria, DEA has been selected to perform the final roadway design.

The scope of services to be provided includes but are not limited to the following:

- Provide project management, administration, and engineering supervision of the design,
- Provide geotechnical services,
- Finalize traffic count information,
- Provide final Survey work,
- Develop and prepare final grading plans and quantities,
- Develop and prepare final signal and channelization plans,
- Develop and prepare final illumination plans,
- Develop and prepare final utility relocation plans,
- Develop and prepare final storm drainage design and plans,
- Develop and prepare final retaining wall design plans,
- Develop and prepare final right of way plans,
- Prepare final project specifications and construction cost estimate,
- Conduct wetland analysis and prepare final report, and
- Develop and prepare final landscape plans.

POLICY CONSIDERATIONS

David Evans and Associates, Inc. is able to meet all of the City's standard insurance provisions for professional services contracts.

MAYOR WILBERT AND CITY COUNCIL
MAY 13, 2002
PAGE 2

FISCAL CONSIDERATIONS

This project was identified in the Street Capital Fund of the 2002 Annual Budget. The contract amount is within the 2002 budgeted allocation.

RECOMMENDATION

Staff recommends that the Council authorize the execution of the Consultant Services Contract with David Evans and Associates, Inc. for the preparation of final plans, specifications, and estimate in the amount not to exceed one-hundred eighty seven thousand five hundred seventy three dollars and forty five cents (\$187,573.45).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
DAVID EVANS AND ASSOCIATES, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and David Evans and Associates, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 3700 Pacific Highway East, Suite 311, Tacoma, Washington 98424 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the design of the 56th Street / Olympic Drive Improvement Project, CSP-0133, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated April 24, 2002, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

The Consultant shall perform all work as described in **Exhibit A**.

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed One hundred eighty-seven thousand five hundred seventy-three dollars and forty-five cents (\$187,573.45) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement. . The parties agree that the work described in Exhibit A shall be completed by December 31, 2002; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in Exhibit A. If delivered to consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as Exhibit A and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not, by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

VIII. Insurance

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

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

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and

2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000 claims made basis.

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

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

E. It is the intent of this contract for the Consultant's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

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

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.

XV. Resolution of Disputes and Governing Law

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

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Public Works Director's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County,

Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT
Randy A. Anderson, P.E.
David Evans and Associates, Inc.
3700 Pacific Highway East, Suite 311
Tacoma, Washington 98424
(253) 922-9780

Stephen Misiurak, P.E.
City Engineer
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-8145

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification

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

XIX. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2002.

CONSULTANT

CITY OF GIG HARBOR

By:


Its Principal

By:

Mayor

Notices to be sent to:

CONSULTANT
Peter D. Gonzales, P.E.
Vice President
David Evans and Associates, Inc.
3700 Pacific Highway East, Suite 311
Tacoma, Washington 98424
(253) 922-9780

Stephen Misiurak, P.E.
City Engineer
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-8145

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

STATE OF WASHINGTON)
)
COUNTY OF King) ss.

I certify that I know or have satisfactory evidence that Peter A. Gonzalez 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 Vice President of David Evans Associates Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5/7/02



Renee K. Kohler

RENEE K KOHLER
(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing at:

King County

My Commission expires: 6/8/03

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

RECEIVED
APR 25 2002
CITY OF GIG HARBOR
PUBLIC WORKS DEPT.

EXHIBIT A---SCOPE OF SERVICES
for
PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATE
for
56TH STREET NW/OLYMPIC DRIVE NW
from
38TH STREET NW
to
50TH STREET COURT NW

David Evans and Associates, Inc. (DEA) is pleased to provide this Scope of Services to the City of Gig Harbor (City). Exhibit A describes the Scope of Services that will be performed by DEA for the preparation of the Plans, Specifications, and Estimate for this project. Additional studies, investigations, or reports not covered in this Scope of Services may be necessary based on the outcome of work done for this phase of the project.

The project will involve the widening and improvement of approximately 3,600 lineal feet of 56th Street NW/Olympic Drive NW. Design work will also be done for the intersections of 38th Street NW and 56th Street NW, 56th Street NW and Olympic Drive NW, and Olympic Drive NW and 50th Street Court NW.

The project will be designed using American Association of State and Highway Transportation Officials (AASHTO), the Washington State Department of Transportation (WSDOT) Design Manual, Standard Plans, and Standard Specifications for Road, Bridge, and Municipal Construction, and the City of Gig Harbor Public Works Standards as guidelines for the development of the project. The design of the project will follow the parameters established in the Design Report prepared by DEA and approved by the City Engineer for the project.

TASK 1 - PROJECT MANAGEMENT

For this project task, DEA will:

- o Attend up to 6 two-hour project meetings that will be held approximately every six weeks to discuss project issues, and obtain project decisions from the City.
- o Provide reports to the City on the status either verbally or in written form every four weeks regarding the current status of the work and documenting key issues and decisions made for the project. The update report will also identify tasks that must be performed by the Consultant and by the City for the upcoming two-week period to

- keep the project on schedule.
- Prepare and submit monthly invoices to the City and perform project administrative duties as required. The invoices will be broken into subsections that follow the tasks identified in this Scope of Services and will show the hours of work used for each task for the billing period and the individuals who worked on the project. The invoices will show mileage, postage, reprographic, and other expenses associated with the project.
- Provide project management, administration, and engineering supervision for the project to assure that the work is being done in conformance with the project's Design Report and applicable design standards.
- DEA staff will utilize up to 30 hours making site visits as necessary to determine whether design concepts can be practically implemented in the field
- Provide internal QA/QC review throughout the design process.

TASK 2 - PUBLIC NOTIFICATION AND MEETINGS **(Time and Expense)**

Work on this task will be done at the direction of the City on a Time and Expense basis. This task can involve meetings with individual property owners or groups of property owners to discuss project details with them or arranging and holding public meeting(s) for the project. If so requested by the City, DEA will:

- Meet with private property owners regarding project details and impacts of the project to their property or prepare and/or participate in public meeting(s) to discuss project design issues.
- Respond to public inquires about the project and project design features.
- Prepare correspondence for the City to disseminate to the public.

TASK 3 – SURVEY WORK FOR PRELIMINARY ENGINEERING

One scheduled item of work is included in this task. The location and referencing of the boring holes done for the geotechnical work is included as part of this project. This work includes:

- Locating test pits/borings for the geotechnical investigation work for the project.

As design work on the project proceeds, additional survey work or field information may be needed. Or design information may need to be translated into field information to depict or show how utilities or property owners will be impacted by the project. This work will be done on a Time and Expense basis with the prior authorization of the City and is included as a contingency item for cost purposes. This work may include:

- Providing plan location information to impacted utilities.
- Locate and map utility pothole information.
- Providing plan location information to property owners that may be impacted by the project.
- Providing or obtaining additional survey information for wetlands mitigation work for the project or permitting issues regarding the project.

- Obtaining additional survey work to enable specific design work to proceed or investigate design alternatives for the project.

TASK 4--DEVELOP PROJECT PLANS

DEA will develop plans for the project and submit them to the City for review at the 60% and 90% stage of completion. At the 60% completion stage and after City review, DEA will meet with the City and participate in a review coordination meeting to respond to City questions and comments.

For this project task, DEA will:

- Develop plan cover sheet, index, legend, vicinity and location maps.
- Develop summary of quantities and roadway details.
- Develop roadway sections with stationing.
- Develop roadway plan and profile sheets (Approximately 15 sheets).
- Develop plan and profiles for the three major intersections.
- Develop plan and profile for private driveways and private roads.
- Develop project details.
- Participate in a review coordination meeting.

The City will provide DEA with all standard details needed for the project in electronic format compatible with AutoCAD 2000.

TASK 5--GRADING PLAN AND QUANTITIES

For this work project, DEA will:

- Develop project grading details
- Develop earthwork quantities
- Develop and run cross sections and plot catch points

TASK 6--SIGNAL AND CHANNELIZATION PLAN

Traffic signal systems will be designed for the 56th Street NW/Olympic Drive NW and Olympic Drive NW/50th Street Court NW intersections and the existing signal system at 38th Street NW/56th Street NW intersection will be improved. The signals will be traffic activated and will provide for pedestrian activation. The three signals will be interconnected to each other and to the existing signal system at Point Fosdick Drive NW and a signal-timing plan will be developed for the four signals.

For this project task, DEA will:

- Develop signal plans for the three major intersections
- Develop interconnect plans for the three major intersections and connecting these signals into the existing signal system at the Point Fosdick Drive NW/Olympic Drive NW intersection

- Develop a signal-timing plan and coordinate the functioning for these four intersections. Coordination work with the Washington State Department of Transportation will be necessary
- Develop channelization plans for the three major intersections
- Develop channelization plans for the project mainline
- Develop signing plans for the project

DEA assumes the plans for the above tasks will be combined as follows:

- Signal plans
- Illumination/Interconnect plans
- Channelization/Signing plans

TASK 7---ILLUMINATION PLAN

For this project task, DEA will:

- Calculate light levels per City standards within the project limits
- Develop an illumination plan for the three major intersections
- Develop an illumination plan for the project mainline

TASK 8---UTILITIES COORDINATION

For this project task, DEA will:

- Send utility companies preliminary design information and letter report
- Meet one time with utility companies to review project and discuss project impacts
- Revise project plans to reflect obtained utility location information
- Coordinate utility relocation work with project design work
- Develop utility relocation plan and schedule for construction

TASK 9---STORM DRAINAGE DESIGN AND PLANS

A storm drainage system will be designed for the project that will address both water quantity and water quality issues. On-site detention facilities, and a vault type approved filter system will be used to address water quality issues. Design criteria for the storm drainage system will follow the City's current development regulations. The new DOE manual or requirements will not used for this project.

For this project task, DEA will:

- Develop a final drainage report for the project and submit three copies to the City.
- Develop storm drainage plan and profile sheets (approximately 15 sheets)
- Design project's storm drainage detention facilities
- Design project's water quality control systems
- Prepare structure notes
- Prepare storm drainage details

It is possible that the City will want DEA to investigate the use of existing, off-site private storm drainage basins that would be converted to public drainage systems for controlling stormwater runoff from this project. This work will be done on a Time and Expense basis and is included as a contingency item for cost purposes.

TASK 10---TESC PLAN

For this project task, DEA will:

- Develop erosion and sedimentation control plan for the project
- Develop TESC details for the project

The City will provide DEA with all standard details needed for the project in electronic format compatible with AutoCAD 2000.

TASK 11---RETAINING WALLS

The location of retaining walls will be developed for this project. DEA will use existing City wall design standards or a propriety design wall system as selected by the City for the retaining walls on this project.

For this project task, DEA will:

- Design the vertical and horizontal location of retaining walls for the project (Estimated five will be needed)
- Develop sub-grade drainage systems for the retaining wall
- Implement existing wall designs approved or accepted by the city into the project.

The City will provide DEA with all standard details needed for the project in electronic format compatible with AutoCAD 2000.

TASK 12---DEVELOP RIGHT-OF-WAY PLANS

Both DEA and the City will do the work on this task. Coordination of the work will be a DEA responsibility. The City agrees to do their work in a timely manner to not interfere with the scheduled work of DEA. DEA will provide the City with a map showing all needed right-of-way for the project.

For this project task, DEA will:

- Develop base R/W maps showing existing R/W limits, property lines, and property owner information obtained from the Assessor-Treasure's office or title reports.
- Prepare R/W plans, Review Title Reports, and show where and how much additional right-of-way or easements will be needed for the project.
- Calculate property take areas.

For this project task, the City will:

- Obtain copies of the most recent applicable Assessor-Treasurer's maps or title reports and forward them to DEA.
- Obtain and forward to DEA all needed title reports for parcels identified by DEA.
- Prepare legal descriptions for the needed additional right-of-way.
- Do all right-of-way negotiations and acquisitions needed for the project.
- Perform all communications with adjacent property owners regarding right-of-way takes and impacts.

This work task is limited to right-of-way needed for the roadway prism only. Easements for utilities relocation, utilities or other systems outside of roadway prism is not included in this scope of work.

TASK 13---PROJECT SPECIFICATIONS AND CONSTRUCTION ESTIMATE

Project specifications and special provisions and a construction cost estimate will be developed for the project. The Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction 2002 and WSDOT Standard Plans will be used for the project.

For this project task, DEA will:

- Develop project specifications for the project
- Develop general special provisions for the project
- Develop construction cost estimates at 60%, 90%, and 100% plan stage

TASK 14---WETLANDS ANALYSIS REPORT

DEA will prepare a wetland mitigation report for the project in accordance with the City of Gig Harbor's Title 18.08.150 that covers mitigation plan submittal requirements. The work will be done in two phases. For phase one DEA will prepare a conceptual mitigation plan that will be submitted to the City of Gig Harbor Planning Department for review and approval. After review and approval, phase two of the work will consist of preparing a detailed mitigation plan for the project.

For this project task, DEA will:

- Prepare a wetland mitigation report in accordance with the City of Gig Harbor Title 18.08.150-Mitigation plan submittal requirements. This work will consist of two phases; the first phase will involve the preparation of a conceptual mitigation plan. After approval of the conceptual mitigation plan by the City of Gig Harbor Planning Department, a detailed mitigation plan will be prepared.

The City may elect to have DEA assist it in locating a wetland mitigation site for the project and perform field reconnaissance(s) to determine the suitability of the areas for use as a wetland mitigation area. This work will be done on a Time and Expense basis and is included as a contingency item for cost purposes.

TASK 15---LANDSCAPE PLAN

A design for an irrigation system will be provided in the median strip of the project. The City has provided the landscape plan for this area and will consist of Red Cascade Mountain Ash spaced at 20-foot centers. Beauty bark will go around the tree bases. The remainder of the median strip will be grass. The City has provided the tree planting and staking detail. This task does not include construction inspection or management.

For this project task, DEA will:

- Make one review with the City. Revisions to the landscaping portion of the plans are not expected.
- Develop a final landscape and irrigation plan
- Develop final irrigation details
- Prepare cost estimate, project specifications, and provide QA/QC

ADDITIONAL SCOPE OF WORK OPTIONS

DEA has the in-house expertise and will be available perform additional services in connection with the project at the request of the City. These services include additional survey work, civil and traffic engineering design, environmental and permitting work, preparation of easements or other legal descriptions and documents, right-of-way acquisition, public involvement, and construction surveying support.

SUBCONSULTANT SERVICES

DEA will retain the services of a geotechnical consultant for the project that is acceptable to DEA and the City. Information provided will include pavement design parameters, design parameters for retaining walls, and footing design information for signal poles and luminaires. DEA will provide the City with a copy of the finalized geotechnical report for the project. The geotechnical consultant's Scope of Work and fee schedule is attached as Appendix B to this exhibit.

EXCLUSIONS

The following work tasks are not included in this Scope of Work:

1. Right-of-way acquisition, preparation of legal descriptions, easements, or similar work, obtaining property title reports, setting property corners or doing other survey work that would require the filing of a Record of Survey.
2. Data or information such as noise studies, air pollution data, or similar information.
3. Attendance at public meetings or hearings.
4. Negotiations with other agencies such as the Washington State Department of Transportation or Pierce County for the design and development of work within their corporate boundaries.
5. Negotiations with impacted utilities for utility placement or mandating that utilities provide DEA with utility location information for the development of the project

- plans.
6. Structural engineering for the design of retaining walls or other facilities.
 7. Preparation or development of environmental checklists, permits, or other environmental or permitting work.

Each of these professional services can be offered by DEA upon an executed amendment to this Scope of Services.

SERVICES PROVIDED BY THE CITY

The City will:

- Obtain permission to access onto adjoining private properties.
- Provide all available as-built utility plans, road and storm drainage plans, or other engineering plans to DEA.
- Provide all available maps, plans, deeds, and other documents not available from other sources to DEA.
- Provide current design standards and criteria in published form and in electronic format if needed by DEA.
- Provide all standards details needed for the project in electronic format compatible with AutoCAD 2000.
- Provide current storm drainage standards and criteria in published form and in electronic format if needed by DEA.
- Perform all needed environmental and permitting work for the project and obtain all needed permits for the project.
- Provide DEA with applicable utility permit and franchise information as needed to facilitate this project.
- Review all submittals made to the City within 10 working days and return them to DEA with written comments regarding needed changes or revisions.
- Provide DEA with a copy of their standard specifications, special provisions, bid sheet, and engineer's estimate of a recent previous project in electronic format.
- Handle all transactions and communications with the Washington State Department of Transportation and Pierce County. This includes the necessary coordination with the Washington State Department of Transportation for the signal timing plan for the project's four intersections.
- Negotiate with the applicable utility to provide power for the project's signal system and illumination system.
-

REIMBURSABLES

- Fees payable to various agencies for copies of legal documents obtained during the research phase of the project.
- Fees for reprographics, postage, and express mailing.
- Mileage

PROJECT COMPLETION

DEA is available to begin work on project and will deliver preliminary plans at the 60%

stage of completion within 180 days after receipt of a written notice to proceed from the City. DEA will deliver plans at the 90% stage of completion 40 days after receiving review comments from the City. DEA will deliver complete plans 30 days after receiving review comments from the City. It is anticipated that the project will be to the 90% completion stage by 12/31/2002.

GIGHARBOR56-1b

CITY OF GIG HARBOR
56TH STREET NW/OLYMPIC DRIVE NW
EXHIBIT B
SCHEDULE OF RATES AND ESTIMATED HOURS

PRELIMINARY
ENGINEERING

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
	PKC	Sr Eng	Project Engineer	Civil Designer	CADD Tech	Wetlands Biologist	Traffic Designer	Sr. Traffic Engineer	Sr. Mgr.	Project Supervisor	Survey Tech	Survey Crew-2 person	Landscape Manager	Landscape Designer	Acct Mgr.	Admin	Task Costs	Task Sums/ Expenses
AVID EVANS AND ASSOCIATES, INC 700 PACIFIC AVENUE EAST, SUITE 311 ACOMA, WA 99424	\$ 130.00	\$ 129.00	\$ 82.15	\$ 71.39	\$ 43.00	\$ 65.00	\$ 60.00	\$ 106.50	\$ 136.00	\$ 80.00	\$ 75.00	\$ 120.00	\$ 105.00	\$ 85.00	\$ 70.00	\$ 45.00		
TASK 1—PROJECT MANAGEMENT																		
Attend Project Meetings (Two hours every six weeks)		12														3		
Client Updates every four weeks		8																
Prepare and Submit Invoices		13													10	6		
Project Management and Engineering Supervision		40														5		
Staff Site Visits			12		6													
QA/QC	20																	
Coordinate Geotechnical Services and Associated Site Work			4															
Total	20	73	16	0	6	0	0	0					0	0	10	15	\$ 15,084.40	\$ 15,084.4
TASK 2—PUBLIC NOTIFICATION AND MEETINGS (T&E)																		
Meet with Property Owners Regarding Project Details (T & E)																		
Respond to Public Inquiries Regarding Project (T & E)																		
Prepare Correspondence/Documents for Dissemination to Public (T&E)																		
Total	0	0	0	0	0	0	0	0					0	0	0	0	\$	\$
TASK 3—SURVEY WORK FOR PRELIMINARY ENG. (T&E)																		
Locate Test Pits/Borings for Geotechnical Work	0								1	2	3	5						
Locate and Map Utility Profile Information																		
Provide Plan Location Information to Utilities	0																	
Provide Plan Location Information to Property Owners	0																	
Provide Survey Information for Wetlands Mitigation or Other Permits	0																	
Provide Survey Information for Design Alternatives	0																	
Total	0	0	0	0	0	0	0	0	1	2	3	5	0	0	0	0	\$ 1,101.00	\$ 1,101.0
TASK 4—DEVELOP PROJECT PLANS																		
Develop Cover Sheet, Index, Legend, Vicinity and Location Maps			2	4	8													
Develop Summary of Quantities and Roadway Details			6	12	24													
Develop Roadway Sections with Stationing			8	12	24													
Develop Roadway Plan and Profile (Approximately 15 Sheets)			15	36	40													
Develop Plan and Profile for 34th St NW/56th St NW Intersection			4	6	20													
Develop Plan and Profile for 56th St NW/Olympic Drive NW Intersection			4	6	20													
Develop Plan and Profile for Olympic Drive NW/56th St Court NW Intersection			4	6	20													
Develop Plan/Profile for Driveways and Private Roads			6	16	32													
Develop Project Details			8	16	24													
Attend Review Coordination Meeting		4	4															
Total	0	0	57	120	212	0	0	0					0	0	0	0	\$ 26,594.55	\$ 26,594.5

CITY OF GIG HARBOR
56TH STREET NW/OLYMPIC DRIVE NW
EXHIBIT B
SCHEDULE OF RATES AND ESTIMATED HOURS

PRELIMINARY
ENGINEERING

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
	Plc	Sr Eng	Project Engineer	Civil Designer	CADD Tech	Wetlands Biologist	Traffic Designer	Sr. Traffic Engineer	Sur. Mgr.	Project Surveyor	Survey Tech	Survey Crew-2 person	Landscape Manager	Landscape Designer	Acct Mgr.	Admin.		
TASK 5--GRADING PLAN AND QUANTITIES																		
Develop Project Grading Details	0		4	8	24													
Develop Earthwork Quantities	0		2	4	8													
Develop and Run Cross Sections	0		0	2	4													
Total	0	0	6	14	36	0	0	0	0	0	0	0	0	0	0	0	\$ 3,759.10	\$ 3,759.1
TASK 6--SIGNAL AND CHANNELIZATION PLAN																		
Develop Signal Plans for the Three Major Intersections		4			180		180	36										
Develop Interconnect Plans for the Three Major Intersections and Pl. Foodck Dr.		2			20		20	8										
Develop Signal-Timing Plans and Coordinate the Four Intersections		2					30	8										
Develop Channelization Plans for the Three Major Intersections		6	32		40		0	4										
Develop Channelization Plans for the Project Mainline		2			32													
Develop Signing Plans for the Project		2			24		24	8										
Total	0	18	48	0	296	0	254	64	0	0	0	0	0	0	0	0	\$ 52,177.20	\$ 52,177.2
TASK 7--ILLUMINATION PLAN																		
Develop Illumination Plan for the Three Major Intersections, Light Level Design	0	2			16		24	8										
Develop Illumination Plan for the Project Mainline	0	2			16		18	8										
Total	0	4	0	0	32	0	42	16	0	0	0	0	0	0	0	0	\$ 7,628.00	\$ 7,628.0
TASK 8--UTILITIES COORDINATION																		
Send Utilities Preliminary Design and Letter Report	0		2															
Meet One Time with Utilities to Review Project	0	4	4															
Revise Project Plans to Reflect Obtained Utility Location Information	0		4	2	16													
Coordinate Utility Relocation Work with Project Design Work			8	8	8													
Develop Utilities Relocation Plan and Schedule for Construction		4	4	10	4													
Total	0	8	22	20	28	0	0	0	0	0	0	0	0	0	0	0	\$ 6,389.30	\$ 6,389.3
TASK 9--STORM DRAINAGE DESIGN AND PLANS																		
Develop Final Storm Drainage Report		4	8	2	8													
Develop Storm Drainage Plan and Profile (Approximately 15 Sheets)			6	24	32													
Design Project's Storm Drainage Detention Facilities			8	18	20													
Design Project's Water Quality Control System			8	20	16													
Prepare Structure Notes			2	4	16													
Prepare Storm Drainage Details			4	8	24													
Total	0	4	36	74	118	0	0	0	0	0	0	0	0	0	0	0	\$ 16,057.60	\$ 16,057.6
TASK 10--TESC PLAN																		
Develop Erosion and Sedimentation Control Plan for Project		2	4	8	12													
Develop TESC Details for Project		0	0	4	4													
Total	0	2	4	12	16	0	0	0	0	0	0	0	0	0	0	0	\$ 2,450.20	\$ 2,450.2

CITY OF GIG HARBOR
56TH STREET NW/OLYMPIC DRIVE NW
EXHIBIT B
SCHEDULE OF RATES AND ESTIMATED HOURS

PRELIMINARY
ENGINEERING

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	
	PIC	Sr Eng	Project Engineer	Civil Designer	CADD Tech	Wetlands Biologist	Traffic Designer	Sr. Traffic Engineer	Sur. Mgr.	Project Surveyor	Survey Tech.	Survey Crew-2 person	Landscape Manager	Landscape Designer	Acct. Mgr.	Admin.				
TASK 11--RETAINING WALLS																				
Design the Location of Retaining Walls for Project (Est 5 Required)	0	4	8	18	16															
Develop Subgrade Drains for the Retaining Walls	0	4	4	4	8															
Total	0	4	12	20	24	0	0	0					0	0	0	0		\$ 4,439.80	\$ 4,439.80	
TASK 12--DEVELOP RIGHT-OF-WAY PLANS																				
Develop Base R/W Maps Showing Existing R/Ws and Property Lines	0		4	8	12															
Prepare R/W Plans, Review Title Reports, Show Additional R/W or Easements Hoops	0	8	12	24	20				8											
Calculate Property Take Areas	0		8	8																
Total	0	8	16	40	32	0	0	0	8	0	0	0	0	0	0	0		\$ 8,142.40	\$ 8,142.40	
TASK 13--PROJECT SPECIFICATIONS AND ESTIMATE																				
Develop Project Specifications	0	2	8	12	4														16	
Develop General Special Provisions	0	4	16	12															8	
Develop Cost Estimates at the 60%, 90%, and 100% Plan Stage	0	4	8	8	4														8	
Total	0	10	32	32	8	0	0	0					0	0	0	0	32		\$ 8,144.40	\$ 8,144.40
TASK 14--WETLANDS ANALYSIS REPORT																				
Prepare Wetland Mitigation Report Phase 1	0	2			4	16													3	
Prepare Wetland Mitigation Report Phase 2	0				4	20							8						3	
Total	0	2	0	0	8	36	0	1					8	0	0	0	6		\$ 5,400.50	\$ 5,400.50
TASK 15--LANDSCAPE PLAN																				
Review Existing Standards, Prepare Base Maps, and Make Site Visit					4										6					
Develop Initial Irrigation Plan and Details					2										12					
Make One Review w/City and Revise Plan as Requested					2										8					
Develop Final Irrigation Plan					12										8					
Develop Final Irrigation Details	0				2										4					
Develop Landscape Cost Estimate	0				2										2					
Prepare Plan Specifications					2										2					
Project QA/QC														4	4				4	
Total	0	0	0	0	26	0	0	0	0	0	0	0	4	4	4	0	4		\$ 5,976.00	\$ 5,976.00
Total Hours	20	135	249	332	840	36	296	81	9	2	3	5	12	44	10	65				
Rate	\$ 130.00	\$ 129.00	\$ 32.15	\$ 71.30	\$ 63.00	\$ 95.00	\$ 60.00	\$ 109.50	\$ 116.00	\$ 80.00	\$ 75.00	\$ 120.00	\$ 105.00	\$ 85.00	\$ 70.00	\$ 45.00				
Direct Labor	2,600.00	17,157.00	20,455.35	23,671.60	52,920.00	3,420.00	23,680.00	8,788.50	1,044.00	160.00	225.00	600.00	1,260.00	3,740.00	700.00	2,925.00			163,346.45	\$ 163,346.40
SUBCONSULTANT SERVICES																				
Geotechnical Engineering Services @ 10%																			\$ 14,970.00	\$ 14,970.00
Traffic Count Information by Trafficcount																			\$ 950.00	\$ 950.00
CONTINGENCY WORK (Authorized by the City)																				
																			\$ 8,000.00	\$ 8,000.00
EXPENSES																				
Reproduction, Postage, Express Delivery																			\$ 500.00	\$ 500.00
Mileage at \$.365 per mile																			\$ 300.00	\$ 300.00
TOTAL PROJECT COST																				187,573.45



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: STEPHEN T. MISIURAK, P.E., CITY ENGINEER *hmc*
SUBJECT: CONSULTANT SERVICES CONTRACT
SEWAGE PUMP STATION 2 PROJECT - ELECTRICAL ENGINEERING SERVICES
DATE: MAY 13, 2002

INTRODUCTION/BACKGROUND

Consultant services are necessary to complete the necessary electrical design services for the Pump Station 2 Replacement Project. The proposed scope of services includes providing plans, specifications, and a construction cost estimate. ECS Engineering, Inc. was selected based on their understanding of the project, extensive wastewater electrical and controls experience, and independent recommendations. Based on these criteria, ECS has been selected to perform the final electrical pump station design.

FISCAL CONSIDERATIONS

This work was anticipated in the approved 2002 Budget. The contract amount is within the 2002 budgeted allocation.

RECOMMENDATION

I recommend that the Council authorize execution of the Consultant Services Contract with ECS Engineering, Inc. for electrical design services for the Sewage Pump Station 2 in an amount not to exceed twenty one thousand three hundred fifty one dollars and no cents (\$21,351.00).

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and ECS Engineering, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 18311 Bothell-Everett Highway, Suite 260, Mill Creek, Washington 98012 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the electrical design of Sewage Pump Station 2, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated May 6, 2002, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

The Consultant shall perform all work as described in **Exhibit A**.

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Twenty-one thousand three hundred fifty-one dollars and no cents (\$21,351.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2002; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in **Exhibit A**. If delivered to consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not, by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

VIII. Insurance

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

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

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and

2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000 claims made basis.

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

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

E. It is the intent of this contract for the Consultant's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

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

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.

XV. Resolution of Disputes and Governing Law

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

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Public Works Director's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County,

Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT

Brian Brewer

ECS Engineering, Inc.

18311 Bothell-Everett Highway, Suite 260

Mill Creek, Washington 98012

(425) 402-6029

Stephen Misiurak, P.E.

City Engineer

City of Gig Harbor

3105 Judson Street

Gig Harbor, Washington 98335

(253) 851-8145

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification

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

XIX. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 7th day of May, 2002

By: [Signature]
CONSULTANT
Its Principal

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:
CONSULTANT
Brian Brewer
ECS Engineering, Inc.
18311 Bothell-Everett Highway, Suite 260
Mill Creek, Washington 98012
(425) 402-6029

Stephen Misiurak, P.E.
City Engineer
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-8145

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: _____

**EXHIBIT A
SCOPE OF SERVICES**

ECS Engineering, Inc.

18311 Bothell-Everett Highway, Suite 260
Mill Creek, WA. 98012
Phone (425) 402-6029 / Fax (425) 483-3989

MEMORANDUM

DATE: 5/6/02

TO: Stephen Misiurak

FROM: Brian Brewer

SUBJECT: Task Breakdown – Supplement to Pump Station 2A Proposal

Per your request, this supplement further defines the Tasks as were listed on the Fee Estimate Worksheet forwarded you on 4/19/02

1. Attend Kick-off Meeting This meeting is expected to be at Gig Harbor. ECS will send the appropriate design personnel and a principal engineer for this project. We would expect to gather all pertinent information necessary to begin the design effort.
2. Coordinate with Utility ECS will contact the City's local utility in order to coordinate and inform them of power and load requirements to the site. ECS will also assist in filling out the preliminary forms that are usually necessary and required by the power utilities. This coordination will allow the utility to provide a cost estimate for the project, and schedule of delivery for their portion of the work.
3. Perform Construction Cost Estimates ECS will perform one (1) construction cost estimate for the electrical and controls portion of the Contractor's work. Typically, this will be done at the 60% level of design completion, and updated during 90% design phase.
4. Investigate Telephone Service Provider (leased line vs. fiber optic feasibility) ECS will research and coordinate with the City's telephone provider for costs associated with the installation and monthly service of a leased line, or a dedicated service, between the new pump station. ECS will compare the telephone provider's cost vs. a City owned fiber optic cable, which could be installed with the new discharge line between the pump station and the wastewater treatment plant. Consideration of what now exists between Pump Station 3A will also affect what is determined to be the best design. Also, knowing that at some point the City will want to replace the existing "tone" modems that are in place, an eye on this future need will also need to be assessed. It is very likely that whatever communications protocol (Modbus, Ethernet, etc.) is established during this design will become the basis of criteria for all future changes or additions to the City's water treatment system.
5. Programming/Process Functional Description ECS will create a narrative description of the operation of the new pump station. The basis of this narrative will be provided

EXHIBIT A
SCOPE OF SERVICES

page 2
Subject: Gig Harbor 2A PS
5/6/02

to ECS by EarthTech (or others), which will include lead/lag, duty cycle scenarios; proper water levels for start stopping, and all seasonal pumping requirements. This document will serve as a basis by which the Contractor can program the new PLC at the new pump station and the existing Simplicity PC located at the water treatment facility. The document will include all control functions for manual, automatic, and remote operation of the new pump station. The document will inform the Contractor as to how the pumps will operate, as well as the functions available to the operator from the local control panel and the remote functions located on the Simplicity computer located at the wastewater treatment facility. The document will convey the number and content of screens that will exist on the new operator interface and the existing Simplicity computer.

6. Develop Construction Drawings Construction drawings will be performed to the 30%, 60%, and 90% level of design. EarthTech will provide ECS the necessary backgrounds for the plan drawings. ECS will coordinate with EarthTech in order to determine, locations, loads, and all other technical information necessary for biddable documents that can be used for construction by a Contractor. The drawings will utilize ECS standard symbols and abbreviations.
7. Electrical & Controls Specifications The contract documents will include division 16000 and 17000 construction specifications in ECS standard format. The documents will be adjusted as necessary to conform to this project's needs.
8. Attend 2 Submittal Review Meetings ECS will attend 2 submittal review meetings at the locations determined appropriate.
9. Internal QA/QC ECS' internal quality control involves rigorous review at each of the submittal phases, involving peer review by individuals not directly associated to the project.

ECS Engineering, Inc.

Fee Estimate Worksheet

EXHIBIT B
SCHEDULE OF RATES AND
ESTIMATED HOURS

5/6/02
P02199

of Gig Harbor
Sewer PS #2A

Phase	Description	PR ENG.	MG ENGR.	PROJ. ENG.	CS ENGR.	ENG.	DRAFT	W/P	Total
		Rate \$119	\$99	\$89	\$81	\$72	\$60	\$50	Costs
1	Attend Kick-off Meeting	4		4	4				\$1,156
2	Coordinate with Utility			4					\$356
3	Perform Construction Cost Estimates			4	4				\$680
4	Investigate Telephone Service Provider (lease line vs. fiber feasibility)				6				\$486
5	Programming/Process Functional Description				8				\$648
6A	Develop Construction Drawings:								
	E1 - Symbols & Abbreviations			1			2		\$209
	E2 - Installation Details			8	4				\$1,036
	E3 - Power One-Line			16			16		\$2,384
	E4 - Site Plan (Power & Telemetry)			10	2		12		\$1,772
	E5 - Building Plan (Power & Controls)			6	8		8		\$1,662
	E6 - Building Plan (Lighting & Grounding)			8			8		\$1,192
	E7 - Control Panel Elevation				10		8		\$1,290
	E8 - Control Panel Schematic (VFDs)				10		8		\$1,290
	E9 - Control Panel Schematic (Ancillary)				10		8		\$1,290
	E10 - VFD Elementary Diagram (Ladder diagram)				6		8		\$966
6B	Electrical Specifications Div 16000			8				4	\$912
	Controls Specifications Div 17000				8			4	\$848
	Attend 2 Submittal Review Meetings at City	8			8				\$1,600
8	Internal QA/QC	8							\$952
Hour Totals		20		69	88		78	8	263
SUBTOTAL									\$20,729
MISC. EXPENSES									\$622
TOTAL									\$21,351



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: DAVID BRERETON, DIRECTOR OF OPERATIONS *Dave*
SUBJECT: PURCHASE AND INSTALLATION AGREEMENT
- VEHICLE HOIST
DATE: MAY 13, 2002

INTRODUCTION/BACKGROUND

A Street Operating Objective in the 2002 Budget was to replace the vehicle hoist at the city's maintenance shop.

Price quotations for the fluid distribution system were requested from three contractors in accordance with the city's Small Works Roster process for the purchase of materials (Resolution 411). The price quotations are summarized below:

<u>Contractor</u>	<u>Total</u> (including sales tax)
Equipment Sales Company, Inc.	\$ 21,554.00
Northwest Sales Group, Inc.	\$ 22,861.56
APS Services, Inc.	\$ 22,971.25

The lowest price quotation received was from Equipment Sales Company, Inc., in the amount of \$21,554.00, including state sales tax.

The City Attorney has reviewed and approved the contract.

ISSUES/FISCAL IMPACT

The purchase and installation of the vehicle hoist are within the budgeted amount, as identified in Budget Objective No. 12, in the 2002 Street Operating Fund.

RECOMMENDATION

I recommend that the Council authorize the purchase and installation of the vehicle hoist from Equipment Sales Company, Inc., as the lowest contractor, for their price quotation proposal of twenty-one thousand five hundred fifty-four dollars and no cents (\$21,554.00), including state sales tax.

**AGREEMENT FOR EQUIPMENT AND INSTALLATION SERVICES
BETWEEN CITY OF GIG HARBOR AND EQUIPMENT SALES COMPANY, INC.**

THIS AGREEMENT, is made this _____ day of _____, 200____, by and between the City of Gig Harbor (hereinafter the "City"), and Equipment Sales Company, Inc., a Washington corporation, located and doing business at 21628 87th AVE SE Woodinville, WA 98072, (hereinafter "Contractor").

WHEREAS, the City desires to hire the Contractor to perform the work described in Exhibit A and the Contractor agrees to perform such work under the terms set forth in this Agreement; and

WHEREAS, in the process of selection of the Contractor and award of this contract, the City has utilized the procedures in RCW 39.04.155(3);

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

I. Description of Work. The Contractor shall perform all work as described in Exhibit A, which is attached hereto and incorporated herein by this reference, in a workman-like manner according to standard construction practices. The work shall generally include the furnishing of all, materials and labor necessary to install the Rotary SM300 30,000 pound 4-post with two Rotary FC5710 rolling jacks clearly defined in Exhibit A of this contract. The Contractor shall not perform any additional services without the express permission of the City.

II. Payment.

A. The City shall pay the Contractor the total sum of Twenty-one thousand five hundred fifty-four dollars and no cents (\$21,554.00), plus sales tax, for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the tasks described in Exhibit A, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed change order.

B. After completion of the work, the City shall pay the full amount of an invoice within thirty (30) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Contractor of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

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

IV. Duration of Work. The City and the Contractor agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement by both parties. The Contractor shall perform all work required by the Agreement on or before August 7, 2002. The indemnification provisions of Section IX shall survive expiration of this Agreement.

V. Prevailing Wages. Wages paid by the Contractor shall be not less than the prevailing rate of wage in the same trade or occupation in Pierce County as determined by the industrial statistician of the State Department of Labor and Industries and effective as of the date of this contract.

Before any payment can be made, the Contractor and each subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" to the City's Contract Compliance Division, which has been approved by the State Department of Labor and Industries. Each voucher claim (invoice) submitted by the Contractor for payment of work shall have a certification, which states that the prevailing wages have been paid in accordance with the pre-filed "Statement(s) of Intent to Pay

Prevailing Wages".

VI. Waiver of Performance Bond and Retainage: Limited Public Works Process. As allowed in RCW 39.04.155(3) for limited public works projects, the City has waived the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW for the work described in Exhibit A.

VII. Termination.

A. Termination Upon City's Option. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon five (5) days written notice to the Contractor.

B. Termination for Cause. If the Contractor refuses or fails to complete the tasks described in Exhibit A, to complete such work by the deadline established in Section IV, or to complete such work in a manner satisfactory to the City, then the City may, by written notice to the Contractor, give notice of its intention to terminate this Agreement. On such notice, the Contractor shall have five (5) days to cure to the satisfaction of the City or its representative. If the Contractor fails to cure to the satisfaction of the City, the City shall send the Contractor a written termination letter which shall be effective upon deposit in the United States mail to the Contractor's address as stated below.

C. Excusable Delays. This Agreement shall not be terminated for the Contractor's inability to perform the work due to adverse weather conditions, holidays or mechanical failures which affect routine scheduling of work. The Contractor shall otherwise perform the work at appropriately spaced intervals on an as-needed basis.

D. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for services satisfactorily performed by the Contractor to the effective date of termination, as described in a final invoice to the City.

VIII. Discrimination. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, the Contractor, its subcontractors or any person acting on behalf of the Contractor shall not, by reason of race, religion, color, sex, national origin or the presence of any sensory, mental, or physical handicap, discriminate against any person who is qualified and available to perform the work to which the employment relates.

IX. Indemnification. The Contractor shall indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, and shall pay for all costs, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONTRACTOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

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

X. Insurance.

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

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

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

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

- D. The City of Gig Harbor shall be named as an additional insured on the Contractor's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Contractor's insurance policies.
- E. It is the intent of this contract for the Contractor's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City. Additionally, the Contractor's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.
- F. The Contractor shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Contractor's coverage.

The Contractor shall procure and maintain for the duration of this Agreement, comprehensive general liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its employees, agents or subcontractors. The cost of such insurance shall be borne by the Contractor. The Contractor shall maintain limits on such insurance in the above specified amounts: The coverage shall contain no special limitations on the scope of protection afforded the City, its officials, officers, employees, agents, volunteers or representatives.

The Contractor agrees to provide the City with certificates of insurance evidencing the required coverage before the Contractor begins work under this Agreement. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. The City reserves the right to require complete, certified copies of all required insurance policies at all times.

XI. Entire Agreement. The written provisions and terms of this Agreement, together with all exhibits attached hereto, all bids specifications and bid documents shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

XII. City's Right of Supervision. Even though the Contractor is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Contractor agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

XIV. Warranties. The Contractor hereby warrants that it is fully licensed, bonded and insured to do business in the State of Washington as a general contractor. Equipment Sales Company Inc. will warranty the labor and installation of materials for a one (1) year warranty period.

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

XVI. Assignment. Any assignment of this Agreement by the Contractor without the written consent of the City shall be void.

May-08-02 08:14A

P.06

XVII. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

XVIII. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

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

If any dispute arises between the City and the Contractor under any of the provisions of this Agreement which cannot be resolved by the City's determination in a reasonable time, or if the Contractor does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be with the Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party shall be reimbursed by the other party for its costs, expenses, and reasonable attorney's fees incurred in any litigation arising out of the enforcement of this Agreement.

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

Equipment Sales Company Inc., Contractor

By: [Signature]
Its Vice President

THE CITY OF GIG HARBOR

By: _____
Its Mayor

Notices should be sent to:

Equipment Sales Company, Inc.
Attn: Kirby McFarland
21628 87th Ave SE
Woodinville Washington 98072
425-415-1616

City of Gig Harbor
Attn: David Bracum
Director of Operations
3105 Judson Street
Gig Harbor, Washington 98335
253-851-8145

Approved as to form:

By: _____
City Attorney

Attest:

By: _____
Molly M. Towslee, 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 Equipment Sales Company, Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

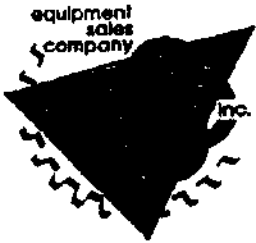
Notary Public in and for the
State of Washington,
Residing at _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF P I E R C E)

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

DATED: _____

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



2 1 6 2 8 8 7 T H A V E S E W O O D I N V I L L E , W A 9 8 0 7 2

EXHIBIT A

Friday, April 12, 2002

John
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98332

Dear John:

The following is the quotation you requested for a Rotary 30,000 pound capacity surface mounted 4-post lift.

The installation pricing is quoted using prevailing wage rates since it is a public works project.

Quotation

One Rotary SM300 30,000 pound 4-post with two Rotary FC5710 rolling jacks	\$19,131
Installation for SM300	\$ 900
Washington State Sales Tax (7.6%)	\$ 1,523
Total	\$21,554

Please note: The above installation is priced according to prevailing wages and include City of Gig Harbor being named additional insured on our insurance policy. If prevailing wages do not need to be paid and the City of Gig Harbor does not require being named additional insured the installation pricing will be less. Installation is a standard installation per Rotary's installation manual, less hook up to utilities (air and electric).

If any questions arise, please do not hesitate to give me a call.

Sincerely,

Kirby McFarland



NOTICE OF LIQUOR LICENSE APPLICATION

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

TO: CITY OF GIG HARBOR
RE: NEW APPLICATION

RECEIVED
MAY - 3 2002

DATE: 5/01/02

UBI: 602-165-664-001-0002

CITY OF GIG HARBOR

License: 084215 - 1J County: 27
Tradename: MARKET PLACE
Address: 8825 N HARBORVIEW STE C & D
GIG HARBOR WA 98332-2149

APPLICANTS:
FIRST PREMIER GROUP, INC.
HALL, MARTHA A
1940-06-28 243-54-2704

Phone No.: 253-858-3487 MARTHA HALL

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

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

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

DATE

SIGNATURE OF MAYOR,CITY MANAGER,COUNTY COMMISSIONERS OR DESIGNEE



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: SECOND READING - ORDINANCE AMENDING CONCURRENCY
MANAGEMENT CODE
DATE: MAY 13, 2002

BACKGROUND

The Tacoma-Pierce County Health Department has recently established new regulations that affect water approval for building and septic development applications for Public Water Systems. These regulations establish the minimum expiration date for water availability certificates as three (3) years. The City's Concurrency Management Code currently has no expiration date for water concurrency certificates associated with a rezone or comprehensive plan amendment. The City's code should be amended to be consistent with the newly adopted regulations of the Tacoma-Pierce County Health Department relating to Public Water Systems, to reflect such change in water concurrency determinations, and to ensure that rezone and comprehensive plan amendment applicants are aware of such expiration deadlines.

Such an ordinance has been prepared which would amend Sections 19.10.020, 13.02.030, and 13.02.040 of the Gig Harbor Municipal Code thereby revising the City's Concurrency Management Code.

A public hearing and first reading of this ordinance was held on April 22, 2002.

RECOMMENDATION

I recommend that the Council move to adopt the ordinance amending Sections 19.10.020, 13.02.030, and 13.02.040 of the Gig Harbor Municipal Code as presented.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND DEVELOPMENT, ESTABLISHING A DATE FOR THE EXPIRATION OF WATER CONCURRENCY DETERMINATIONS FOR REZONES AND COMPREHENSIVE PLAN AMENDMENTS, AND CHANGING THE DATE FOR EXPIRATION OF WATER AVAILABILITY CERTIFICATES FROM ONE YEAR TO THREE YEARS, AMENDING GIG HARBOR MUNICIPAL CODE SECTIONS 19.10.020, 13.02.030 AND 13.02.040.

WHEREAS, the Tacoma Pierce County Health Department has established new regulations that affect water approval for building and septic development applications for Public Water Systems; and

WHEREAS, the pertinent regulation establishes the minimum expiration date for water availability certificates as three (3) years; and

WHEREAS, a water availability certificate issues from the City if the Community Development Director decides that the City has adequate water supply to provide water to an applicant for a proposed development; and

WHEREAS, before a water availability certificate issues, an applicant must apply for a water concurrency determination, so that the Community Development Director can evaluate all of the factors affecting a decision whether the City has sufficient water to be able to serve a proposed development; and

WHEREAS, a water concurrency certificate is merely the approval prerequisite to application for a water availability certificate, both should contain the same expiration dates; and

WHEREAS, the City's code currently provides that water availability certificates expire after one year and so must be changed to three years; and

WHEREAS, the City's Concurrency Management Code currently provides that a water concurrency certificate is valid for the duration of the underlying development permit (with no extensions), which may be shorter than three years; and

WHEREAS, the City's Concurrency Management Code currently has no expiration date for water concurrency certificates associated with a rezone or comprehensive plan amendment because any approval for subsequent development must be evaluated by the concurrency regulations in place at the time development applications are submitted to the City; and

WHEREAS, the City Council determines that the City's code should be amended to be consistent with the newly adopted regulations of the Tacoma-Pierce County Health Department relating to Public Water Systems, to reflect such change in water concurrency determinations and to ensure that rezone and comprehensive plan amendment applicants are aware of such expiration deadlines; and

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

WHEREAS, the City Council held a public hearing on the Ordinance on April 22, 2002;
Now, Therefore,

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

Section 1. Section 19.10.020 of the Gig Harbor Municipal Code is hereby amended to read
as follows:

19.10.020 Expiration and Extensions of Time

A. Expiration. If a certificate of occupancy has not been requested prior to the expiration of the underlying permit, the director shall convert the reserved capacity to available capacity for the use of other developments. Requesting a certificate of occupancy before expiration of the CRC shall only convert the reserved capacity to used capacity if the building inspector finds that the project actually conforms to applicable codes.

B. Extensions for Road Facilities. The city shall assume that the developer requests an extension of transportation capacity reservation when the developer is requesting a renewal of the underlying development permit. No unused capacity may be carried forward beyond the duration of the transportation CRC or any subsequent extension.

C. Extensions for Water. The city shall not extend any water CRC. If the applicant submits an application for an extension of the underlying permit, the applicant shall submit a new application for a concurrency determination under this chapter. The City's determination of concurrency for water shall be valid for the duration of the underlying permit, or three (3) years, whichever is longer. A water CRC issued for a rezone application or comprehensive plan amendment, as provided in GHMC Section 19.10.010, shall be valid for a period of three (3) years. The fact that a property owner has obtained a water CRC for a rezone or comprehensive plan amendment does not provide a water concurrency exemption for subsequently submitted development applications, if the subsequently submitted development applications require more water than is shown on the water CRC issued for the rezone or comprehensive plan amendment, or if the applications are submitted more than three years after issuance of the water CRC for the rezone or comprehensive plan amendment. If the City has issued a water CRC, and the property owner has made application for a water service application, as required by GHMC § 13.02.030, the water CRC shall serve the same purpose as a water availability certificate.

Section 2. Section 13.02.030 of the Gig Harbor Municipal Code shall be amended to read as follows:

13.02.030 Water service applications – generally.

A. Application Required. Any person owning property located within the city limits desiring to have such premises connected with the water supply of the City shall make application at the office of the City clerk on the printed forms furnished for that purpose. Every such application shall be made by the owner of the property to be furnished water service or by his/her authorized agent.

B. Conditions of Water Service. The applicant must state fully the purposes for which the water is required. The applicant must agree to conform to the regulations and rules concerning the use of water as they may be established from time to time and further agree that the city shall have the right at any time, without notice, to shut off the water supply for repairs, extensions, nonpayment of rates and charges, or for any other reason, and that the City shall not be responsible for any damage caused by the breaking, bursting or collapsing of any boiler, pipes or fixtures, or by the stoppage or interruption of the water supply, or any damage whatever resulting directly or indirectly from the shutting off of the water.

C. Director to Issue Water Availability Certificate. The City ~~public works~~ Community Development Director shall determine whether or not the City has adequate water before issuing a water availability certificate to the applicant by requiring compliance with the City's concurrency regulations. If a property owner has made application for a CRC (certificate of reserved capacity) under the Concurrency Management Code (chapter 19.10 GHMC), and a CRC issues, the property owner must immediately make application for water service as required herein, but the Community Development Director's issuance of a CRC shall serve the same purpose as a water availability certificate, as long as a hook-up is requested and all fees are paid prior to expiration. Water availability certificates shall expire within three (3) years of issuance. ~~If the property owner does not pay the required fees and submit a request to the city for a hook-up connection to the city water service to the property within such time period.~~

Section 3. Section 13.02.040 of the Gig Harbor Municipal Code shall be amended to read as follows:

13.02.040 Water service application – Form.

Applications for the use of water shall be substantially in the following form:

CITY OF GIG HARBOR
WATER SERVICE APPLICATION

DATE: _____

Application is hereby made by the undersigned property owner for water service in the following amount: _____ at the following location: _____, Gig Harbor, Washington, for the following purposes: _____, for which I agree to pay in advance the following estimated charges, the exact charges shall be paid as established by City Resolution, and will be determined at the time a water

availability certificate issues and be payable immediately upon completion of the installation:

Engineering Fees: _____
Water Main Extension: _____
Fire Hydrant Installation: _____
Street Repair: _____
Tap-In Charges: _____
Water Service Connection Charge: _____
(Metering Charges): _____

TOTAL: _____

I further agree that all rates and charges for water service to the above property shall be paid in accordance with the now-existing ordinances and regulations of the City, or any ordinances and regulations passed hereafter.

I understand that the City will use all reasonable effort to maintain uninterrupted service, but reserves the right to shut off the water at any time without notice for repairs, expansions, nonpayment of rates or any other reason and assumes no liability for any damage as a result of interruption of service from any cause whatsoever.

I understand that if the City issues a water availability certificate to me, such certificate shall be subject to all ordinances and regulations of the City, as they now exist or may hereafter be amended, and that such certificate expires within ~~one year~~ three (3) years from the date of issuance. If I do not pay the required fees and request an actual hook-up or connection to the below-identified individual parcel of property within this time period, a water availability certificate may be revoked. ~~Within that time period.~~

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

Section 5. Effective Date. 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

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: 4/22/02
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:

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

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND DEVELOPMENT, ESTABLISHING A DATE FOR EXPIRATION OF WATER CONCURRENCY DETERMINATIONS FOR REZONES AND COMPREHENSIVE PLAN AMENDMENTS, CHANGING THE DATE FOR EXPIRATION OF WATER AVAILABILITY CERTIFICATES FROM ONE YEAR TO THREE YEARS, AMENDING GIG HARBOR MUNICIPAL CODE SECTIONS 19.10.020, 13.02.030 AND 13.02.040.

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

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

MOLLY TOWSLEE, CITY CLERK



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: SECOND READING - ORDINANCE ADOPTING APRIL 2002
WASTEWATER AND WATER FACILITIES CHARGE ANALYSES
DATE: MAY 13, 2002

BACKGROUND

A 2001 Budget objective of both the Sewer (wastewater) and Water funds were to conduct an analysis of the General Facilities Charges (GFC's). The City contracted with the engineering firm of Gray and Osborne, Inc. for the studies. I have attached the executive summaries from both of these documents for your consideration. Complete copies of the April 2002 documents have been distributed to the Mayor and Council Members for review.

A public hearing and first reading of this ordinance was held on April 22, 2002.

RECOMMENDATION

I recommend that the Council move to adopt the April 2002 Wastewater General Facilities Charge Analysis and the April 2002 Water General Facilities Charge Analysis as presented.

EXECUTIVE SUMMARY

This study provides the City of Gig Harbor with a schedule of water general facility charges (GFCs) based on the value of the existing system and planned capital improvements. The recommended water GFCs are the maximum amounts the City should charge, however the City may elect to charge less in order to reconcile the proposed GFC schedule with other City economic policies.

Chapter 1 defines a GFC and summarizes the regulatory authority and guidance documents upon which this analysis is based. Chapter 2 shows the City's existing schedule of GFCs. Chapter 3 identifies the pro rata share of existing and future facilities to be included in the GFC, and Chapter 4 presents the proposed water GFCs.

The City's current GFC schedule (Municipal Code 13.04.080) establishes a GFC for a 3/4 inch meter and utilizes American Water Works Association (AWWA) capacity factors to generate GFCs for meters of up to 2 inches. The City GFCs are applied uniformly to all new customers within City limits, regardless of the location of the connection.

This analysis develops a GFC for a single-family residential 3/4 inch connection and utilizes AWWA capacity factors to establish rates for larger meters up to 2 inches. Table E-1 lists the proposed GFCs that are recommended by this analysis. The recommended GFCs are also stated in terms of a dollar cost per residential 3/4 inch meter.

TABLE E-1

Recommended GFCs

Proposed GFCs	Capacity Factor	GFC
3/4 Inch Meter	1.00	\$ 3,740
1 Inch Meter	1.67	\$ 6,250
1-1/2 Inch Meter	3.33	\$12,450
2 Inch Meter	5.33	\$19,930
Meters Over 2 Inches	(2)	(2)

(1) All GFC amounts shown in Table E-1 have been rounded to the nearest 10 dollars.

(2) These fees are negotiable.

EXECUTIVE SUMMARY

This study provides the City of Gig Harbor with a schedule wastewater general facility charges (GFCs) based on the value of the existing system and planned capital improvements. The recommended wastewater GFCs are the maximum amounts the City should charge, however the City may decide to charge less in order to reconcile the proposed GFC with other City economic policies.

Chapter 1 defines a GFC and summarizes the regulatory authority and guidance documents upon which this analysis is based. Chapter 2 shows the City's existing schedule of GFCs. Chapter 3 identifies the pro rata share of existing and future facilities to be included in the GFC, and Chapter 4 presents the proposed wastewater GFCs.

The City's current GFC schedule includes separate GFCs for the following five areas: Zone A, Zone B, Zone C, Zone D, and All Other (see attached Figure E-1). Zone A is the area participating in ULID No. 1, Zone B is the area participating in ULID No. 2, Zone C is the area the area participating in ULID No. 3, Zone D includes all areas within city limits but not in Zones A, B, or C, and All Other includes all areas not included in Zones A, B, C, or D. This analysis recommends separate GFCs for each of the following four areas: Zones A, Zone B, Zone C, and All Other. Zone D has been eliminated since this current analysis does not differentiate between future customers within or outside of city limits.

This analysis develops a GFC for the ULID No. 1 area (Zone A), ULID No. 2 area (Zone B), ULID No. 3 area (Zone C), and all other areas (All Other). A separate GFC was developed for each ULID area since these areas have been assessed for the improvements constructed under the ULIDs.

Table E-1 lists the proposed GFCs that are recommended by this analysis. The recommended GFCs are stated in terms of a dollar cost per dry weather ERU. The use of a dry weather ERU allows the City to apply the GFC to wholesale or industrial customers who wish to purchase capacity entering the City's collection system without including infiltration or inflow. The proposed GFCs are to be used in conjunction with the City's current practice of assigning ERUs to a new customer based on the class of service as shown in Table 2-2 in Chapter 2.

TABLE E-1

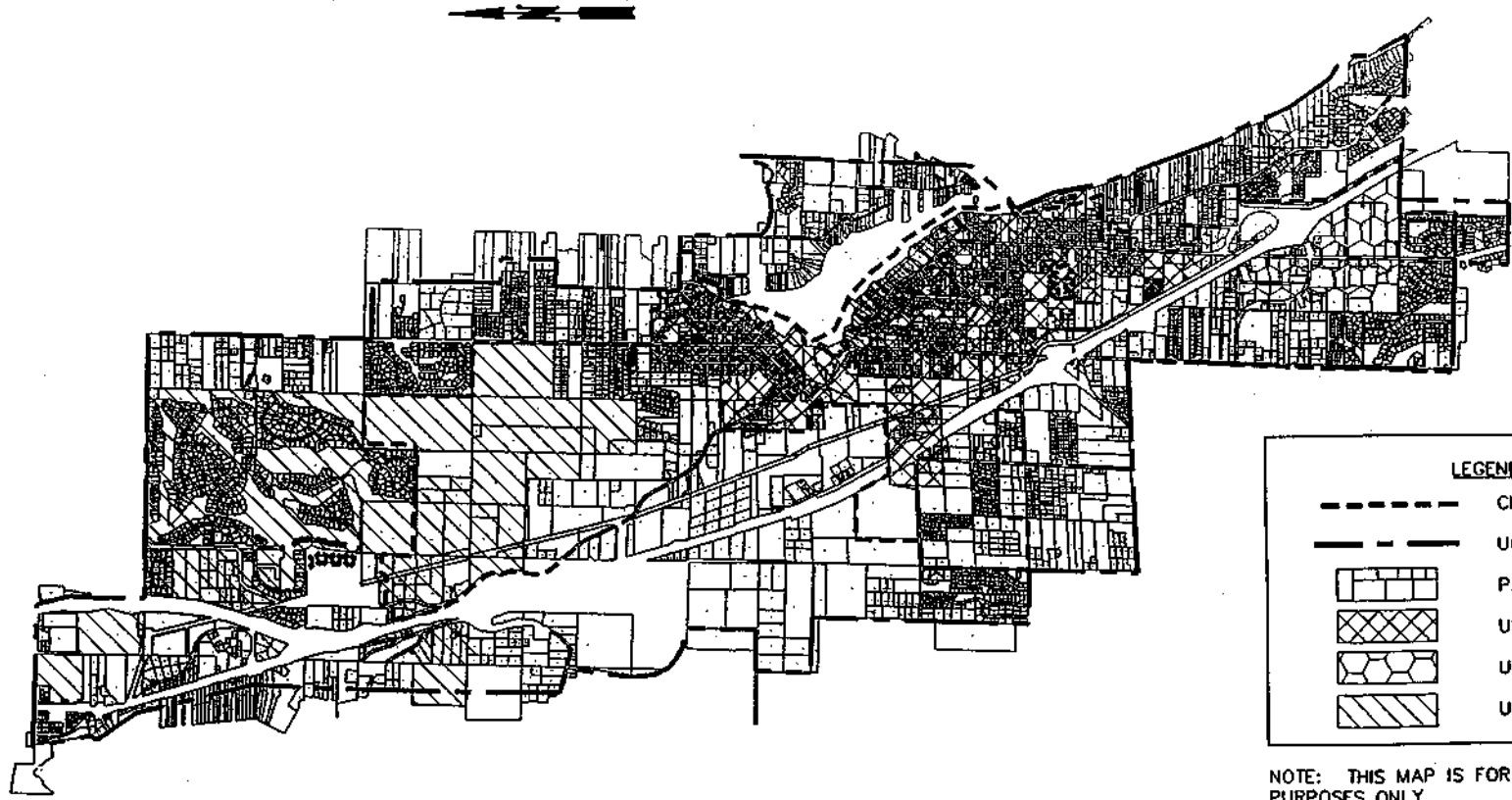
Recommended GFCs⁽¹⁾

GFC Components	\$/ERU				
	Zone A	Zone B	Zone C	Zone D ⁽²⁾	All Other
Existing GFC	\$ 755	\$1,855	\$1,855	\$1,855	\$2,605
Total Proposed GFC	\$3,250	\$3,070	\$3,050	N/A	\$3,390

(1) All amounts in Table E-1 have been rounded to the nearest 10 dollars.

(2) Zone D has been eliminated as a separate GFC charge in this analysis. The proposed GFC for all new connections outside of Zones, A, B, and C is the GFC for All Other.

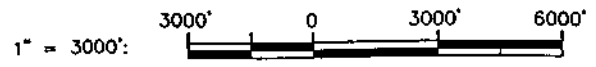
31-TEST CREATED OCT 27 1994 10:04:14 UPDATED APR 23 1998 17:49:26 PLOTTED APR 03 1998 13:31:54 FILE: K:\ACAD\PLANS\GFC-CV\N1\N1718.DWG



LEGEND

- CITY LIMITS
- UGA BOUNDARY
- [Grid Pattern] PARCELS
- [Cross-hatch Pattern] ULID #1
- [Hexagonal Pattern] ULID #2
- [Diagonal Line Pattern] ULID #3

NOTE: THIS MAP IS FOR ILLUSTRATIVE PURPOSES ONLY.



CITY OF GIG HARBOR
FIGURE E-1
ULIDS AND SERVICE AREA

Gray & Osborne, Inc.
CONSULTING ENGINEERS

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO WATER AND SEWER CONNECTION CHARGES, ADOPTING THE WASTEWATER GENERAL FACILITIES CHARGE ANALYSIS AND THE WATER GENERAL FACILITIES CHARGE ANALYSIS BY REFERENCE AS THE BASIS FOR THE CITY'S WATER AND SEWER CONNECTION CHARGES AND STATING THE CITY COUNCIL'S INTENT TO INCLUDE SUCH ANALYSES IN THE CITY'S SEWER AND WATER COMPREHENSIVE PLANS DURING THE ANNUAL COMPREHENSIVE PLAN UPDATES.

WHEREAS, the City recently commissioned studies to be made of its water utility and sewer facility system, in order to analyze the water and sewer General Facilities Charge; and

WHEREAS, on April 22, 2002 the City Council held a public hearing on the reports from those studies, entitled the "Wastewater General Facilities Charge Analysis" and "Water General Facilities Charge Analysis", dated April 2002, both of which are attached hereto as Exhibits A and B, performed by Gray and Osborne, Inc.; and

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

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

Section 1. Adoption of Analyses by Reference. The City Council hereby adopts the April 2002 Wastewater General Facilities Charge Analysis (Exhibit A hereto), by reference, as if the same were fully set forth herein. The City Council hereby adopts the April 2002 Water General Facilities Charge Analysis (Exhibit B hereto), by reference, as if the same were fully set forth herein.

Section 2. Intent to Include in Comprehensive Plan. The two analyses described above shall be used by the City in computing water and sewer connection fees in the City, as soon as this ordinance is effective. The City Council intends to include the two analyses in the City's sewer and water comprehensive plans, to be adopted therein at the next annual comprehensive plan update. The Community Development Director is directed to include these analyses in the draft ordinances for adoption at that time.

Section 3. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the Ordinance or the application of the remainder to other persons or circumstances.

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

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

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: 4/22/02
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

SUMMARY OF ORDINANCE NO. ____

of the City of Gig Harbor, Washington

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO WATER AND SEWER CONNECTION CHARGES, ADOPTING THE WASTEWATER GENERAL FACILITIES CHARGE ANALYSIS AND THE WATER GENERAL FACILITIES CHARGE ANALYSIS BY REFERENCE AS THE BASIS FOR THE CITY'S WATER AND SEWER CONNECTION CHARGES AND STING THE CITY COUNCIL'S INTENT TO INCLUDE SUCH ANALYSES IN THE CITY'S SEWER AND WATER COMPREHENSIVE PLANS DURING THE ANNUAL COMPREHENSIVE PLAN UPDATE PROCESS.

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

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

MOLLY TOWSLEE, CITY CLERK



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: SECOND READING - ORDINANCE INCREASING WASTEWATER
(SEWER) CONNECTION FEES
DATE: MAY 13, 2002

BACKGROUND

A 2001 Budget objective of the Sewer (wastewater) fund was to conduct an analysis of the General Facilities Charges (GFC's). The City contracted with the engineering firm of Gray and Osborne, Inc. for the study. A complete copy of the April 2002 document has been distributed to the Mayor and Council Members for review.

An ordinance has been prepared which would amend Section 13.32.060 of the Gig Harbor Municipal Code thereby revising the City's sewer connection fees to reflect the findings of the study.

A public hearing and first reading of this ordinance was held on April 22, 2002.

RECOMMENDATION

I recommend that the Council move to adopt the ordinance amending Section 13.32.060 of the Gig Harbor Municipal Code as presented.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SEWER CONNECTION CHARGES, INCREASING THE SEWER CHARGE FOR CONNECTIONS WITH THE CITY'S SEWER UTILITY SYSTEM, CONSISTENT WITH THE CITY'S RECENTLY ADOPTED STUDY ON WASTEWATER GENERAL FACILITIES CHARGES; AMENDING GIG HARBOR MUNICIPAL CODE SECTION 13.32.060.

WHEREAS, the City has recently commissioned a study to be made of its sewer facility system, in order to analyze the Wastewater General Facilities Charge; and

WHEREAS, the City Council held a public hearing on the report from that study, entitled the "Wastewater General Facilities Charge Analysis" dated April 2002 from Gray and Osborne, Inc., on April 22, 2002; and

WHEREAS, the consultants preparing the Wastewater General Facilities Charge Analysis have calculated the sewer connection charge without need for the City to make an automatic hook-up adjustment each year, as provided in GHMC Section 13.32.060(C); and

WHEREAS, the City Council adopted the Wastewater General Facilities Charge Analysis by reference, for eventual inclusion in the City's sewer comprehensive plan, during the annual comprehensive plan updates; and

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

WHEREAS, the Wastewater General Facilities Charge Analysis demonstrated that an increase in the sewer connection charge imposed by the City was warranted; and

WHEREAS, the City Council held a public hearing on the connection fee increase proposed by this ordinance on April 22, 2002, Now, Therefore,

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

Section 1. Section 13.32.060 of the Gig Harbor Municipal Code is hereby amended to read as follows:

13.32.060. Connection fees.

A. The City shall impose the following connection fees to connect to the sewer system:

1. Zone A includes all properties which participated in the city's Sewer Utility Local Improvement District No. 1 (ULID No. 1), as described in Ordinance 169 establishing ULID No. 1. The connection fee for Zone A is ~~\$670.00~~ 3,250.00 per equivalent residential unit (ERU).

2. Zone B includes all properties which participated in the city's Sewer Utility Local Improvement District No. 2 (ULID No. 2), as described in Ordinance 515 establishing ULID No. 2. The connection fee for Zone B is ~~\$1,650~~ 3,070.00 per equivalent residential unit (ERU).

3. Zone C includes all property participating in the city's Sewer Utility Local Improvement District No. 3 (ULID No. 3), as described in Ordinance 617 establishing ULID No. 3 and additional property within Canterwood Subdivision Divisions 4 through 12 which is included in Canterwood's sewer capacity/utility extension agreement but not specifically included in ULID No. 3. The connection fee for Zone C is ~~\$1,650~~ 3,050.00 per equivalent residential unit (ERU).

~~4. Zone D includes all property within the city limits which is not included in another zone. The connection fee for Zone D is \$1,650 per equivalent residential unit (ERU).~~

~~5.4.~~ The connection fee for all property not described in the above zones to which sewer service is extended is ~~\$2,320~~ 3,390.00 per equivalent residential unit (ERU).

B. The method/formula for determining the basic hook-up charge adjustment shall be: (basic hook-up charge/ERU) (Number of ERUs) = Total hook-up charge. The below assignment of equivalent residential units (ERU) to classes of service shall be used. The ERU assignment shall be applied on a proportionate basis

~~C. There shall be an automatic hook-up charge adjustment each year based on the Engineering News Index construction costs factor.~~

Section 2. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the Ordinance or the application of the remainder to other persons or circumstances.

Section 3. Effective Date. This ordinance and the increase's in the connection fee's adopted in this ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

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

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: 4/22/02
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

SUMMARY OF ORDINANCE NO. ____

of the City of Gig Harbor, Washington

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SEWER CONNECTION CHARGES, INCREASING THE SEWER CHARGE FOR CONNECTIONS WITH THE CITY'S SEWER UTILITY SYSTEM, CONSISTENT WITH THE CITY'S RECENTLY ADOPTED STUDY ON WASTEWATER GENERAL FACILITY CHARGES, AMENDING GIG HARBOR MUNICIPAL CODE SECTION 13.32.060.

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

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

MOLLY TOWSLEE, CITY CLERK



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP *Jpv*
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: SECOND READING - ORDINANCE INCREASING WATER HOOK-UP FEES
DATE: MAY 13, 2002

BACKGROUND

A 2001 Budget objective of the Water fund was to conduct an analysis of the General Facilities Charges (GFC's). The City contracted with the engineering firm of Gray and Osborne, Inc. for the study. A complete copy of the April 2002 document has been distributed to the Mayor and Council Members for review.

An ordinance has been prepared which would amend Section 13.04.080 of the Gig Harbor Municipal Code thereby revising the City's water system hook-up charge to reflect the findings of the study.

A public hearing and first reading of this ordinance was held on April 22, 2002.

RECOMMENDATION

I recommend that the Council move to adopt the ordinance amending Section 13.04.080 of the Gig Harbor Municipal Code as presented.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO WATER CONNECTION CHARGES, INCREASING THE WATER CHARGE FOR CONNECTIONS WITH THE CITY'S WATER UTILITY SYSTEM, CONSISTENT WITH THE CITY'S RECENTLY ADOPTED STUDY ON WATER GENERAL FACILITIES CHARGES; AMENDING GIG HARBOR MUNICIPAL CODE SECTION 13.04.080.

WHEREAS, the City has recently commissioned a study to be made of its water facility system, in order to analyze the Water General Facilities Charge; and

WHEREAS, the City Council held a public hearing on the report from that study, entitled the "Water General Facilities Charge Analysis" dated April 2002 from Gray and Osborne, Inc., on April 22, 2002; and

WHEREAS, the consultants preparing the Water General Facilities Charge Analysis have calculated the water connection charge without need for the City to make an automatic hook-up adjustment each year, as provided in GHMC Section 13.04.080(D); and

WHEREAS, the City Council adopted the Water General Facilities Charge Analysis by reference, for eventual inclusion in the City's water comprehensive plan, during the annual comprehensive plan updates; and

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

WHEREAS, the Water General Facilities Charge Analysis demonstrated that an increase in the water connection charge imposed by the City was warranted; and

WHEREAS, the City Council held a public hearing on the connection fee increase proposed by this ordinance on April 22, 2002, Now, Therefore,

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

Section 1. Section 13.04.080 of the Gig Harbor Municipal Code is hereby amended to read as follows:

13.04.080. Water system hook-up charge.

A. The City shall charge the following fees to connect to the water utility system:

Meter Size	Capacity Factor(s)	Hook-up Fee
3/4"	1.0	\$ 970.00 <u>3,740.00</u>
1"	1.67	1,620.00 <u>6,250.00</u>
1-1/2"	3.33	3,230.00 <u>12,450.00</u>
2"	5.33	5,179.00 <u>19,930.00</u>
Over 2"		Negotiable

B. Any remodel and/or use change shall pay the difference between the new use and/or size of the previous use and/or size. No refund shall be allowed for use and/or size reduction.

C. Water system hook-up outside the city limits shall be charged at 1.5 times the city rates.

~~D. There shall be an automatic hook-up charge adjustment each year based on the Engineering News Index construction costs factor.~~

Section 3. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the Ordinance or the application of the remainder to other persons or circumstances.

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

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

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: 4/22/02
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

SUMMARY OF ORDINANCE NO. ____

of the City of Gig Harbor, Washington

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO WATER CONNECTION CHARGES, INCREASING THE WATER CHARGE FOR CONNECTIONS WITH THE CITY'S WATER UTILITY SYSTEM, CONSISTENT WITH THE CITY'S RECENTLY ADOPTED STUDY ON WATER GENERAL FACILITY CHARGES, AMENDING GIG HARBOR MUNICIPAL CODE SECTION 13.04.080.

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

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

MOLLY TOWSLEE, CITY CLERK



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: FIRST READING - ORDINANCE ALLOWING SEPTIC TANKS
DATE: MAY 13, 2002

BACKGROUND

The Gig Harbor Municipal Code currently prohibits the installation and use of any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage within the City of Gig Harbor (13.28.090). Recently, several instances have come to light whereby connection to the sanitary sewer system is cost prohibitive and unrealistic for an individual single lot property owner. There is no provision in the Gig Harbor Municipal Code to vary from the prohibition on the use of septic systems.

With the assistance of the City Attorney, a draft ordinance has been prepared which would allow for the installation and use of septic systems in the City on a very limited case-by-case basis.

RECOMMENDATION

I recommend that the Council adopt the proposed amendments to 13.28 of the Gig Harbor Municipal Code relating to the installation and use of septic systems in the City following a second reading.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SEPTIC TANKS, AMENDING THE CURRENT PROHIBITION ON INSTALLATION AND CONSTRUCTION OF NEW SEPTIC TANKS ON PROPERTY IN THE CITY LIMITS TO ALLOW A LIMITED EXCEPTION FOR SINGLE PARCELS MEETING CERTAIN CRITERIA; AMENDING GIG HARBOR MUNICIPAL CODE SECTIONS 13.28.090 AND 13.28.100.

WHEREAS, state law allows the City to compel property owners to connect their septic tanks to the City's sewer system if the City's sewer system is constructed to provide sewer service to the property (RCW 35.67.190); and

WHEREAS, pursuant to such authority, the City adopted Gig Harbor Municipal Code ("GHMC") Section 13.28.100, which requires that property owners connect their private sewers and septic tanks to the City's sewer system when the City constructs a sewer extension that is within 200 feet of the subject building(s), and after 120 days notice by the City of the requirement to connect; and

WHEREAS, GHMC Section 13.28.100 also requires that after June 22, 1978, the owners of all new houses, buildings and property used for human occupancy are required to connect to a public sewer; and

WHEREAS, GHMC Section 13.28.090 prohibits anyone from constructing or maintaining a septic tank or other facility intended or used for the disposal of sewage; and

WHEREAS, as part of the City's planning under the Growth Management Act, the City is required to adopt comprehensive land use plans, capital facilities plans and sewer comprehensive

plans, which are the City's generalized policy statements regarding the general distribution, location, extent and use of land, an inventories of existing capital facilities owned by the City, a forecast of the future needs for such facilities and showing the proposed locations and capacities of new facilities with a six-year plan for financing such capital facilities; and

WHEREAS, such plans would include the City's 6-year plan for funding and constructing new sewer extensions into areas previously not served by the City's sewer systems; and;

WHEREAS, in the City's review of the property within City limits that is not served by the City's sewer system for the purpose of one or more of these plans, the City has become aware of individual, undeveloped lots created prior to the Growth Management Act that are not proposed to be served by the City's sewer system in the next 6 years; and

WHEREAS, the City's review of these individual, undeveloped lots and the sewer facilities needed to serve these lots disclosed that new extensions would be so expensive that the owners of these lots would not be able to afford to construct the extensions, under an LID, latecomers' agreement or otherwise; and

WHEREAS, the City Council has determined that it is in the best interests of the public health, safety and welfare to allow an exception to the prohibitions in the Gig Harbor Municipal Code, in order to accommodate these individual, undeveloped lots, as long as the property owners are still required to connect to the City's sewer system under the same conditions set forth in GHMC Section 13.28.100; and

WHEREAS, the City SEPA Responsible official has determined that this ordinance is categorically exempt from SEPA, pursuant to WAC 197-11-800(6)(b); Now, Therefore,

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

Section 1. Section 13.28.090 of the Gig Harbor Municipal Code is hereby amended to read
as follows:

13.28.090. Privies, ~~septic tanks~~ and cesspools prohibited. Except as hereinafter provided, it is unlawful to construct or maintain any privy, privy vault, ~~septic tank~~ cesspool, or other facility intended to used for the disposal of sewage. New septic tanks may be constructed, installed or maintained only as provided in GHMC Section 13.28.100.

Section 2. Section 13.28.100 of the Gig Harbor Municipal Code is hereby amended to read
as follows:

13.28.100. Public sewer available – When Toilet facilities installation and connection required – Exceptions.

- A. The owners of all houses, buildings or properties used for human occupancy, employment, recreation or other purposes, situated within the city and abutting on any street, alley, or easement in which there is now located or may, within the next six years in the future be located, as shown in the City's current sewer comprehensive plan, a public sanitary sewer of the City, are required at their expense to install suitable toilet facilities therein, and to connect such facilities directly within the property public sewer, in accordance with the provisions of this chapter, within 120 days after date of official notice to do so, provided that the public sewer is within 200 feet of the building or buildings and specific provisions have been made to connect to such to the public sewer and that no public health or safety hazards exist, as determined by the ~~superintendent~~, City Engineer.
- B. The owners of all new houses, buildings and properties used for human occupancy ~~after June 22, 1978~~ shall be required to connect to a public sewer, except as provided in subsection C herein.
- C. The City Engineer may approve an exception to the requirements of this Section to address the on-site sewer needs of individual lots created prior to the Growth Management Act if all of the following limited circumstances exist:

1. The subject lot is not located in an area planned to be served by sanitary sewer, as shown in the most current version of the City's six year capital improvement plan and sewer comprehensive plan;
2. The subject lot was created prior to July 1, 1990, which was the date of the adoption of the Growth Management Act;
3. The septic system to be constructed will serve no more than one dwelling unit on the lot meeting the criteria of this subsection; and
4. The property owner shall record a notice against the lot, in a form approved by the City Attorney, providing notice to all subsequent purchasers that the City's approval of a septic system under these procedures will not affect the City's ability to enforce GHMC Section 13.28.100(A) above (or any subsequent amendment to GHMC Section 13.28100(A)) against the lot at any time in the future, as long as the conditions described in that subsection exist.

D. This procedure is exempt from the procedures in Title 19 GHMC, pursuant to RCW 36.70B.140.

Section 3. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the Ordinance or the application of the remainder to other persons or circumstances.

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

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

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

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

SUMMARY OF ORDINANCE NO. ____

of the City of Gig Harbor, Washington

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SEPTIC TANKS, AMENDING THE CURRENT PROHIBITION ON INSTALLATION AND CONSTRUCTION OF NEW SEPTIC TANKS ON PROPERTY IN THE CITY LIMITS TO ALLOW A LIMITED EXCEPTION FOR SINGLE PARCELS OF PROPERTY MEETING CERTAIN CRITERIA, AMENDING GIG HARBOR MUNICIPAL CODE SECTIONS 13.28.090 AND 13.28.100.

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

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

MOLLY TOWSLEE, CITY CLERK



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID BRERETON *Dave*
DIRECTOR OF OPERATIONS
SUBJECT: ORDINANCE - CORRECTION OF LEGAL DESCRIPTION FOR CITY
OF GIG HARBOR SHOP ANNEXATION
- FIRST READING
DATE: MAY 13, 2002

INTRODUCTION/BACKGROUND

Ordinance 897 was adopted on January 14, 2002, which approved the annexation of one parcel of real property immediately adjacent to and south of the existing City of Gig Harbor Public Works Shop located at 5118 89th Street. The city was informed by the Washington State Department of Transportation that the legal description for the property annexed by Ordinance No. 897 was inaccurate. The purpose of this new ordinance is to amend the legal description.

FISCAL CONSIDERATIONS

No.

RECOMMENDATIONS

I recommend that the Council approve the Ordinance amending the legal description following the second reading.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO ANNEXATION OF PROPERTY LOCATED IMMEDIATELY ADJACENT TO AND SOUTH OF THE EXISTING CITY OF GIG HARBOR PUBLIC WORKS SHOP, LOCATED AT 5118 – 89TH STREET, AMENDING CITY OF GIG HARBOR ORDINANCE NO. 897 TO CORRECT THE LEGAL DESCRIPTION IN EXHIBIT A TO ORDINANCE 897.

WHEREAS, on January 14, 2002, the City Council of the City of Gig Harbor adopted Ordinance 897, which approved the annexation of one parcel of real property located at 5118 – 89th Street, Gig Harbor, Washington; and

WHEREAS, attached to Ordinance No. 897 as Exhibit A was a legal description of the real property annexed to the City; and

WHEREAS, the City has recently been informed by the State of Washington Office of Financial Management that the legal description of the real property annexed to the City was inaccurate; and

WHEREAS, the City Council seeks to correct the legal description for the property annexed by Ordinance No. 897; and

WHEREAS, the City SEPA Responsible Official has determined that this Ordinance is exempt from SEPA under WAC 197-11-800(6)(d); and

WHEREAS, the City Council held a public hearing and considered this Ordinance on May 13, 2002; and

WHEREAS, the City Council considered this Ordinance at a second reading during its regular City Council meeting of May 27, 2002; Now, Therefore,

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

Section 1. Ordinance No. 897 is hereby amended to eliminate the Exhibit A, attached thereto, entitled "Exhibit A, Property Legal Description, Parcel 'A' No. 0221063044."

Section 2. Exhibit A, attached to this Ordinance and incorporated herein by this reference, shall be the legal description for the property annexed to the City under Ordinance 897. Exhibit A, attached hereto, is entitled: "Exhibit A, First Amended Legal Description, Parcel 'A' No. 0221063044."

Section 3. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the Ordinance or the application of the remainder to other persons or circumstances.

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

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

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: 4/29/02
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

First Amended Exhibit A

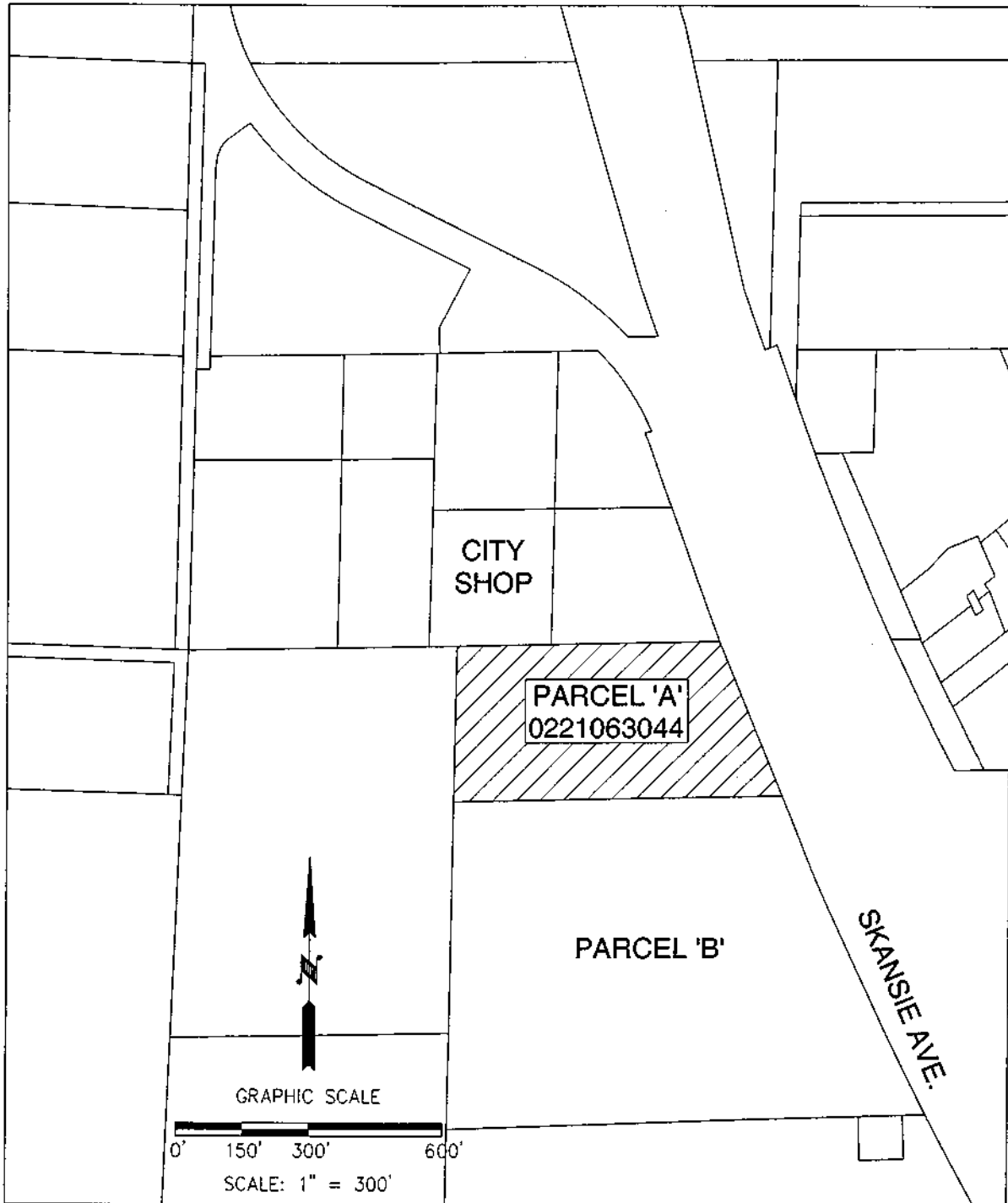
**Property Legal Description
Parcel 'A' No. 0221063044**

LEGAL DESCRIPTION PARCEL 'A'

THE NORTH 350 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON; THENCE NORTH 85 DEGREES 36 MINUTES 40 SECONDS EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION 670.00 FEET; THENCE NORTH 2 DEGREES 34 MINUTES 33 SECONDS WEST 1530.77 FEET TO A POINT 605 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER TO INTERSECT THE NORTH LINE OF SAID SUBDIVISION TO INTERSECT THE SOUTHWESTERLY LINE OF PROPERTY CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED NOVEMBER 18, 1971 UNDER AUDITOR'S NO. 2420710; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE AND THE SOUTHWESTERLY LINE OF PROPERTY CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED MAY 4, 1972 UNDER AUDITOR'S NO. 244865 TO INTERSECT A LINE PARALLEL WITH AND 1530 FEET NORTH OF THE SOUTH LINE OF SAID SUBDIVISION; THENCE SOUTH 85 DEGREES 36 MINUTES 40 SECONDS WEST ALONG SAID PARALLEL LINE 1092.01 FEET TO THE POINT OF BEGINNING. EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S NO. 2420710.

**Exhibit B
Vicinity Map**



**PARCEL 'A' LOCATION MAP
EXHIBIT "B"**

FILE: EXHIBIT B-CITY SHOP

SUMMARY OF ORDINANCE NO. ____

of the City of Gig Harbor, Washington

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO ANNEXATION OF PROPERTY LOCATED IMMEDIATELY ADJACENT TO AND SOUTH OF THE EXISTING CITY OF GIG HARBOR PUBLIC WORKS SHOP, LOCATED AT 5118- 89TH STREET, AMENDING CITY OF GIG HARBOR ORDINANCE NO. 897 TO CORRECT THE LEGAL DESCRIPTION IN EXHIBIT A TO ORDINANCE NO. 897.

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

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

MOLLY TOWSLEE, CITY CLERK



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MHA*
**SUBJECT: FIRST READING – ORDINANCE FOR REMOVAL OF PRE-
ANNEXATION PROVISION**
DATE: APRIL 29, 2002

INFORMATION/BACKGROUND

Recently, the Washington state Supreme Court invalidated the petition method for annexations, making the pre-annexation condition in municipal outside utility extension contracts unenforceable. The attached ordinance adjusts Chapter 13.34 of the Gig Harbor Municipal Code to reflect this change of law.

RECOMMENDATION

Legal Counsel and City Administrator recommend approval of the ordinance as presented at the second reading.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE PROVISION OF WATER OUTSIDE CITY LIMITS, REMOVING THE REQUIREMENT THAT AN APPLICANT FOR A UTILITY EXTENSION AGREEMENT AGREE TO SIGN A PETITION FOR ANNEXATION OF HIS/HER PROPERTY, AFTER INVALIDATION OF THE PETITION METHOD FOR ANNEXATION BY THE WASHINGTON SUPREME COURT, AND MAKING OTHER TYPOGRAPHICAL CHANGES TO A RELATED SECTION, AMENDING GHMC SECTION 13.34.060 AND 13.34.010.

WHEREAS, the City has the authority under RCW 35.67.310 to provide sewer service outside the city limits under such conditions the City adopts by ordinance; and

WHEREAS, the City's ordinance describing such conditions includes a requirement that the property owner agree to sign a petition for annexation of his/her property when asked to do so by the City; and

WHEREAS, the Washington Supreme Court recently invalidated the petition method for annexations, making this condition unenforceable; and

WHEREAS, the City's SEPA Responsible Official has determined that this ordinance is categorically exempt from SEPA under WAC 197-11-800(20); Now, Therefore,

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

Section 1. Section 13.34.010(C) of the Gig Harbor Municipal Code is hereby amended to read as follows:

13.34.010. City's authority to provide service outside city limits.

* * *

- ✓
- C. The Growth Management Act, chapter 36.70A RCW, ~~has been amended to allow~~s cities to provide water and sewer services in rural areas in those limited circumstances shown to be necessary to protect basic public health, safety and the environment, and when such services are financially supportable at rural densities and do not permit urban development (~~Chapter 2, 1995 Laws of the state of Washington, amending RCW 36.70A.110(4)~~). Applications for water and sewer service in rural areas or areas outside the city's urban growth areas may be granted by the City Council under the circumstances in this sub section and under the procedures set forth in GHMC Section 13.34.070.

Section 2. Section 13.34.060(H) of the Gig Harbor Municipal Code is hereby amended to read as follows:

13.34.60 Utility Extension Agreement. Every applicant for water and/or sewer service outside the city limits, except for municipal corporations or quasi-municipal corporations, such as water, sewer or fire districts making application under GHMC Section 13.34.070, must agree to sign an agreement with the City, which conditions the provision of the service on the following terms:

* * *

~~H. Agreement Not to Protest Annexation. The owner shall agree to sign a petition(s) for annexation of his/her property when requested to do so by the city.~~

* * *

Section 3. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the Ordinance or the application of the remainder to other persons or circumstances.

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

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

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

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

SUMMARY OF ORDINANCE NO. _____

of the City of Gig Harbor, Washington

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE PROVISION OF WATER OUTSIDE CITY LIMITS, REMOVING THE REQUIREMENT THAT AN APPLICANT FOR A UTILITY EXTENSION AGREEMENT AGREE TO SIGN A PETITION FOR ANNEXATION OF HIS/HER PROPERTY AFTER INVALIDATION OF THE PETITION METHOD FOR ANNEXATION BY THE WASHINGTON SUPREME COURT, AMENDING GHMC SECTIONS 13.34.060 AND 13.34.010.

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

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

MOLLY TOWSLEE, CITY CLERK



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MHB*
DATE: APRIL 25, 2002
**SUBJECT: SALE OF CITY HALL AND USE OF PROCEEDS TO START A LTGO
BOND EARLY REDEMPTION FUND**

BACKGROUND

The current city hall will be excess to municipal needs upon completion of the new Civic Center. The funds received from the sale of the current City Hall building would best meet future General Fund challenges if used to start a fund to retire the Civic Center bonds early. Currently, the City has very little General Fund debt capacity without voter approval.

If sold for \$1,200,000, this would result in an annual savings of \$110,000 on the annual amount required to retire the debt early and an additional \$200,000 in interest earnings through 2012.

POLICY CONSIDERATIONS

A resolution is attached to this memo that declares City Hall surplus and establishes conditions of sale. Upon approval of this resolution, the property will be sold through the bid process, and will first be offered to 501 (C3) non-profits. If the city does not receive an offer that meets the estimated fair market value of \$1,200,000 then the building would be offered to the general public.

The resolution establishes a minimum bid amount of \$1,200,000.

FISCAL CONSIDERATIONS

The city borrowed \$7,825,000 from the bond market in June 2001. The average annual debt service payment over the 25-year life of the bonds is \$580,000. Bonds maturing in the years 2007 through 2011 are not subject to early redemption, however, bonds maturing on or after June 1, 2012 are subject to redemption at the option of the city on any date after June 1, 2011. **The city can unburden the General Fund and save \$3,000,000 in interest if the bonds are retired in June 2011 rather than June 2026.**

As of June 1, 2011, bonds in the amount of \$6,520,000 will be outstanding. In order to retire the bonds in 2011, the city will have to invest an additional \$595,000 annually until 2001. If the city sells the city hall for \$1,200,000 and invests the proceeds, **the annual payment to retire the bonds would be reduced to \$485,000.** This is an annual savings of \$110,000 that could be utilized for alternate yearly service obligations. The assumed interest rate for this calculation is 4.9355 percent (the average Local Government Investment Pool gross interest rate from January 1993 through January 2002).

RECOMMENDATION

I recommend that Council motion to approve the attached resolution as presented.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DECLARING THE EXISTING CITY HALL LOCATED AT 3105 JUDSON STREET SURPLUS TO THE CITY'S NEEDS AND ESTABLISHING THE CONDITIONS OF SALE OF THE STRUCTURE AND PROPERTY, PROCEDURES FOR PUBLIC NOTICE AND PUBLIC HEARING ON THE OPENING OF SEALED BIDS AND BID AWARD FOR THE SALE OF THE PROPERTY.

WHEREAS, the City Council reviewed the needs of the City for space and determined that construction of a new City Hall would best meet the City's needs; and

WHEREAS, the City is currently constructing a new City Hall, and will not need the existing City Hall at 3105 Judson Street, Gig Harbor, once the new City Hall is constructed; and

WHEREAS, the City Council desires to establish the conditions of sale of the structure and the property located at 3105 Judson Street, the procedures for public notice and public hearing on the opening of sealed bids and bid award for the sale of the structure and property; NOW THEREFORE,

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

Section 1. Declaration of Surplus. The City Council hereby declares that once the new City Hall is constructed, the existing City Hall at 3105 Judson Street (the "Property") will be surplus to the City's needs.

Section 2. Conditions of Sale. The City Council hereby declares its intent to sell the City Hall Property, under the following conditions:

A. Fair market value. The City Council has established the fair market value of the property using an appraisal and an estimate of value from independent commercial real estate consultants. The fair market value has been estimated to be \$1,200,000. The City Council will advertise the fair market value for the property to prospective bidders.

B. Every bid submitted to the City must be for at least fair market value, as established by the City Council, and as advertised. Bids must be submitted to the City on or before _____, and clearly state the bidder's compliance and/or agreement to comply with all established conditions of sale.

C. The property will first be offered to non-profit organizations. If no acceptable bids are received, then the property will then be offered to the general public.

D. The successful bidder must sign the City's form Purchase and Sale Agreement, which is available in the City Clerk's office during regular office hours.

E. The successful bidder may occupy the Property on or after November 1, 2002.

F. Closing on the Property shall be on or before November 1, 2002.

G. The City Council may, after opening the bids during the public hearing on the sale of the Property, decide to throw out all bids and begin the process anew or adopt new procedures for the sale of the Property.

Section 3. Public notice of the public hearing for the opening of the bids shall occur as follows:

A. At least 10 days but not more than 25 days prior to the public hearing, the City shall publish a public notice of reasonable size in display advertising form, setting forth the date, time and place of the hearing, conditions of sale and the deadline for submission of bids on the Property.

B. The notice shall be published at least once in a newspaper of general circulation in the area where the property is located.

C. A news release pertaining to the hearing will be disseminated among printed and electronic media in the Gig Harbor, Pierce County area.

D. The public notice and news release shall identify the property using a description which can be easily understood by the public - the City Council shall use the street address of the Property, 3105 Judson Street, Gig Harbor, Washington.

E. The proposed use of the Property shall be described in the notice.

Section 4. At the public hearing, the City Council will open sealed bids for the purchase of the Property. The Council may vote to sell the Property based on the conditions of sale established in this Resolution, or decide to throw out all bids and begin the process anew. The process described in this Resolution is only one alternative to sale available to the City.

RESOLVED by the City Council this day of , 2002.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____

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



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 *MH*
SUBJECT: RESOLUTION ADOPTING A RECREATION PROGRAM INTERLOCAL
DATE: MAY 8, 2002

INFORMATION/BACKGROUND

The city budget for 2002 identifies an administration objective to reach an agreement with Pierce County and the Peninsula School District that would develop recreation programs on the Gig Harbor Peninsula for Gig Harbor residents. \$20,000 was budgeted for this purpose in 2002. The attached agreement is ready for approval by the City of Gig Harbor City Council, the Peninsula School District School Board and the Pierce County Council. The agreement, once approved by all parties, will enable the development and coordination of existing and yet-to-be-developed recreational opportunities for people of all ages on the Peninsula. Over time, activities will likely include sports, cultural interests, hobbies, and educational pursuits.

Initially the program will hire a full-time recreation supervisor under the policy direction of a joint board composed of representatives from the city, the school district and the county jurisdictions. Also, as non-voting members, the Peninsula Park District and the Key Peninsula Park can participate on the board. Pierce County will serve as the administrator of the employee and as the fiscal agent for the program.

An analogous working model of this program that involves the cities of Sumner and Bonney Lake and the Sumner School District employs 3-4 full-time employees and an equal number of part-time employees and offers an array of local recreation activities. Almost all employees in the Sumner model are paid with user fees; the yearly city contribution should remain relatively similar over time to the initial budgeted contribution.

POLICY CONSIDERATIONS

This program will be constrained by the availability school district, city, county, and park district facilities. No entity with facilities will need to change its mission or policies to accommodate this program. The school district, however, in lieu of direct monetary contribution to this program, will provide its fields for rental to this program "when such facilities are available after all educational program needs are met, and when not closed for maintenance."

It should be possible for this agreement and the recreation supervisor to synthesize the recreation efforts of existing, disparate recreation groups on the Peninsula, as well as to serve interests that do not yet have functioning programs.

FISCAL CONSIDERATIONS

Since the year is partly over, the budgetary commitment to hire the employee is slated for \$15,000 from the city and \$75,000 from the county. The agreement allows for yearly termination by any party, but anticipates an on-going relationship between the three jurisdictions.

RECOMMENDATION

The City Attorney has reviewed and approved the agreement. Staff recommends that the City Council approve the attached resolution that authorizes the Mayor to sign the interlocal agreement as presented.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE THE INTERLOCAL AGREEMENT BETWEEN THE PENINSULA SCHOOL DISTRICT, PIERCE COUNTY AND THE CITY OF GIG HARBOR FOR THE CREATION AND OPERATION OF A JOINT RECREATION PROGRAM.

WHEREAS, the City desires to enter into the Interlocal Agreement attached hereto as Exhibit A for the purpose of creating and operating a Joint Recreation Program with Pierce County and the Peninsula School District; and

WHEREAS, the City Council considered the Interlocal Agreement attached hereto as Exhibit A during its regularly scheduled meeting of May 13, 2002; Now, Therefore,

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

Section 1. The City Council hereby authorizes the Mayor to execute the Interlocal Agreement attached hereto as Exhibit A.

RESOLVED by the City Council this day of , 2002.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: 5/9/02
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. _____

**INTERLOCAL AGREEMENT BETWEEN THE PENINSULA SCHOOL DISTRICT,
CITY OF GIG HARBOR AND PIERCE COUNTY**

THIS IS AN INTERLOCAL AGREEMENT made and entered into, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, by and between the Peninsula School District, City of Gig Harbor and Pierce County (collectively referred to as the "parties"), relating to the creation and operation of a Joint Recreation Program. The initial effective date of this Agreement is May 15, 2002.

WHEREAS the Pierce County Council adopted the Pierce County Comprehensive Park & Recreation Plan and the Comprehensive Plan for Pierce County, Washington, that encourage joint ventures that could better match costs/benefits with users, avoid duplication, save costs, increase service and allow each agency to make the best use of available funds; and

WHEREAS there is a need for additional recreation services in the geographic area encompassed by the Peninsula School District, City of Gig Harbor and unincorporated Pierce County; and

WHEREAS the Peninsula School District, City of Gig Harbor and Pierce County desire to provide the citizens of their respective and shared jurisdictions enhanced opportunities for recreation and park services; and

WHEREAS each party by itself does not have sufficient resources to provide such enhanced park and recreation service opportunities; and

WHEREAS it is in the public interest that the parties cooperate to provide resources to provide efficient, cost-effective recreation service; and

WHEREAS each of the parties is a public agency within the meaning of Chapter 39.34 RCW, and all of the public agencies have the independent authority to take all action authorized by this Agreement;

NOW, THEREFORE, pursuant to Chapter 39.34 RCW, the Peninsula School District, City of Gig Harbor and Pierce County agree to create and operate a Joint Recreation Program, as follows:

1. JOINT BOARD FOR INTERGOVERNMENT COOPERATION

- 1.1 Formation of a Joint Board. Pursuant to RCW 39.34.030(4), the parties hereby establish a Joint Board for Intergovernmental Cooperation ("Joint Board"). The Joint Board is not a separate legal entity.

- 1.2 Composition of Joint Board. The Joint Board shall consist of three voting members, one each from the Peninsula School District, City of Gig Harbor, and Pierce County and optionally up to two non-voting members, one each from Peninsula Park District and Key Peninsula Park District. The members of the Joint Board shall be the Superintendent of Peninsula School District, Pierce County Executive, Mayor of the City of Gig Harbor, or their respective designees and the two chairs from each of the park districts.

2. JOINT BOARD RESPONSIBILITIES

- 2.1 The Joint Board will advise the Recreation Supervisor on issues related to the administration of the Joint Recreation Program.
- 2.2 The Joint Board will advise the Pierce County Executive or designees regarding the salary and responsibilities of the Recreation Supervisor and other Joint Recreation employees.
- 2.3 The Joint Board shall authorize the Recreation Supervisor to make arrangements, when feasible, for use of facilities owned or controlled by the parties by the Joint Recreation Program.
- 2.4 The Joint Board will establish its own rules of operation procedures.
- 2.5 Meetings of the Joint Board shall comply with Chapter 42.30 RCW, the Open Public Meetings Act.
- 2.6 The Joint Board shall provide policy direction to the Recreation Supervisor in the development of recreation programs.

3. JOINT OPERATING FUND

- 3.1 Sources of Funding:
 - 3.1.1 Between May 15, 2002, and December 31, 2002, Pierce County shall contribute \$75,000.00 and the City of Gig Harbor shall contribute \$15,000.00 into the Operating Fund. Contributions by the parties for the year 2003 and thereafter shall be determined as set forth in Section 3.3 herein. The Peninsula School District will provide athletic and other facilities for rental by the Joint Recreation Program, when such facilities are available after all educational program needs are met, and when not closed for maintenance. These facilities include, but are not limited to: playfields, athletic fields, gymnasiums, tennis courts, auditoriums and commons areas. Additionally, without charge, the School District will provide office space, as requested by the Joint Board, to serve as the central office for the recreation

program supervisor and staff, a computer, telephone, school district e-mail access and internet service.

- 3.1.2 Additional funding will be provided through fees charged to participants in programs of this Joint Recreation Program. It shall be the responsibility of the Recreation Supervisor to develop a viable fee structure, with approval of the Joint Board.
- 3.2 Establishment of Operating Funds. Pierce County will be the fiscal agent for the Joint Board and establish a separate fund to carry out the Recreation Program. It shall be designated by appropriate state-defined fund title and fund code and hold all fees, donations, grants, subsidies and any other monies specifically allocated to operate this program as well as interest generated. The Pierce County Executive shall be designated as an administrator of the fund.
- 3.3 The Peninsula School District, City of Gig Harbor and Pierce County are on different fiscal years and budget cycles. The program fiscal year will coincide with that of the fiscal agent. As a consequence, the Joint Board will begin the process of determining the annual contributions needed from each other member of the Joint Board based on a budget submitted to the Joint Board no later than June 1 of each year. The Board will make a final determination of each member's contribution to the Operating Fund no later than August 1 of each year. No party to this agreement shall be required to make contributions to the Operating Fund without mutual agreement of all parties to the Agreement.
- 3.4 Use of Funds. The Operating Fund will be used to pay all expenses necessary for the efficient operation of the Joint Recreation Program. Such expenses include all costs involved in employing the Recreation Program Supervisor and other staff, including but not limited to workers' compensation contributions, F.I.C.A., employment security contributions, employee benefits and facility costs. Other necessary expenses may be paid as the need arises. The Pierce County Executive or designees shall have final review and approval of any "necessary expenses" not specifically described in this subsection.
- 3.5 Accounting. Pierce County will keep an accounting of the manner of acquiring, holding, and disposing of funds including real and personal property used in the Joint Recreation Program.
- 3.6 Budget Authorization. The Joint Board shall recommend a proposed Joint Recreation Program budget to the Pierce County Executive no later than August 1 of each year. The Pierce County Executive shall include a proposed budget for the Joint Recreation Program in his annual budget recommendation submittal to the County Council in mid October. This budget shall include the contributions exactly as agreed upon by the members of the Joint Board, propose a spending plan for the year, and include all revenue sources such as annual contributions, recreation fees, and unspent fund balances. The County Council shall review

and approve a full budget for the Joint Recreation Program fund with the contributions from the members of the Joint Board, exactly as agreed upon by the Joint Board.

4. ADMINISTRATION OF THE JOINT RECREATION PROGRAM

- 4.1 Administration of the Joint Recreation Program shall be the responsibility of the Pierce County Executive or designee in cooperation with the Joint Board.
- 4.2 Any voting member of the board may call meetings of the Joint Board on at least a quarterly basis to advise the Joint Board on the status of the Joint Recreation Program and to seek the advice and counsel of the Joint Board on matters related to the operation and administration of the Joint Recreation Program.
- 4.3 The office of the Supervisor will be located in the Peninsula/Gig Harbor area.

5. RESPONSIBILITIES OF EACH PARTY

- 5.1 All parties shall cooperate with the Joint Recreation Program by making their facilities available at least four months in advance, when feasible, for use by the programs and activities of the Joint Recreation Program as first priorities.
- 5.2 Pierce County Responsibilities. Pierce County shall have the following responsibilities regarding the operation of the Joint Recreation Program:
 - 5.2.1 Hiring, evaluating, supervising, and terminating the services of a Recreation Supervisor. The Recreation Supervisor and other Joint Recreation Program staff will be considered to be employees of Pierce County.
 - 5.2.2 Seeking, on at least a quarterly basis, the advice of the Joint Board on matters related to the operation and administration of the Joint Recreation Program.
 - 5.2.3 The Pierce County Executive or designees shall oversee and supervise the work of the Recreation Supervisor on a day to day basis, consistent with guidelines established by the Joint Board.
 - 5.2.4 Provide payroll administration and accounting and budgeting services for the Joint Recreation Program. Pierce County shall maintain books, records and documents which accurately reflect all direct and indirect costs associated with the performance of this Agreement, and to document compliance with applicable law.

- 5.2.5 Whenever a purchase is made of equipment, materials, supplies and/or services needed for the Joint Recreation Program, Pierce County shall ensure that the state and local laws for competitive bidding and purchasing applicable to all of the parties are satisfied, as required by RCW 39.34.030(5).

6. MODIFICATION OF AGREEMENT

This Agreement may be amended at any time by written agreement of the duly authorized representatives of all parties.

7. TERMINATION

This Agreement shall be of indefinite duration unless terminated as provided herein. Any party may withdraw from this Agreement for any reason without terminating the entire agreement by giving notice to the Joint Board thirty (30) days prior to December 31st of any calendar year. Said withdrawal shall become effective at the end of the calendar year. Any agency withdrawing from this Agreement by providing timely notice hereunder shall not be responsible to pay for any invoices for any costs or expenses incurred after the effective date of termination. Without the written agreement of all parties, an individual party, the Joint Board, and/or the Supervisor shall not commit the Joint Recreation program to any contractual obligations that extend beyond the duration of the Agreement. Upon termination of the Agreement, unexpended and uncommitted joint funds and equipment/property shall be distributed to each of the parties in pro ration to their contribution.

8. HOLD HARMLESS AND INDEMNITY AGREEMENT

Each party (the indemnitor) agrees to defend, indemnify and save harmless each other (the idemnitees), their board or council members, officers, agents and employees, from and against all loss or expense including, but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims for damages, penalties or other relief based upon the indemnitor's alleged negligence, wrongful, or illegal conduct, except for the injuries, penalties and damages caused by the sole negligence, wrongful or illegal conduct of the indemnitor. Such claims for damages or other relief include, but are not limited to those for personal or bodily injury including death from such injury, property damage, intentional torts, defamation, penalties imposed by any agency of the state or federal government for failure to comply with applicable law in the performance of this Agreement. If the claim, suit or action involves concurrent negligence of the parties, the indemnity provisions provided herein shall be applicable only to the extent of the percentage of each party's negligence. It is further and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been

mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

9. INSURANCE

The parties to this Agreement shall acquire and/or maintain insurance sufficient to cover the liability described in Section 8 herein.

10. NONDISCRIMINATION

The parties to this Agreement declare that they are committed to the principle of equal opportunity consistent with applicable laws.

11. AUDITS AND INSPECTIONS

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by each or the parties during the term of the Agreement and for three years after termination.

12. ENTIRE AGREEMENT

The parties agree that this agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below:

PIERCE COUNTY

PENINSULA SCHOOL DISTRICT

John W. Ladenburg
County Executive

Jim Coolican
Superintendent

Date: _____

Date: _____

CITY OF GIG HARBOR

PIERCE COUNTY

Gretchen Wilbert
Mayor

Deputy Prosecuting Attorney
(As to form)

Date: _____

Date: _____

Budget and Finance

Date: _____

Risk Management

Date: _____



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: *by* CAROL MORRIS, CITY ATTORNEY
SUBJECT: CITY OF GIG HARBOR V. PIERCE COUNTY AND ABU RISH
DATE: MAY 7, 2002

BACKGROUND

The City of Gig Harbor sued Pierce County and property owner Abu Rish (in Pierce County Superior Court No. 00 2 05335 1) because the County processed a conditional use permit for Mr. Abu Rish, even though his property was located within the City limits. Mr. Abu Rish claimed to have submitted his conditional use permit application to the County when the property was still within the County, but the County's own records demonstrate that this application was rejected as incomplete.

After annexation of the property to the City, Mr. Abu Rish submitted a conditional use permit application to the City, but the proposed use was prohibited in the City's Zoning Code for the property. After City staff informed Mr. Abu Rish that the application could not be permitted by the City, Mr. Abu Rish's attorney asked the City to process the application under the County's codes, but the City refused. Thereafter, the conditional use permit was re-submitted to the County, and the County approved the application.

In addition to approving an application under the now inapplicable County codes, the Pierce County Hearing Examiner imposed conditions on the application which would require the County's Design Review Board to review the proposed design of the structure and the County Building Official to issue future permits. The Pierce County Hearing Examiner, with full knowledge of all of the above, believed that he could also determine which versions of the Uniform Fire Code would apply to permit applications that had not even been submitted.

After the lawsuit was filed, the parties began negotiations to settle the case. Attached to this memo is a copy of the Settlement Agreement negotiated by the City staff and the representatives of the Parties. While Mr. Abu-Rish has not agreed to change the use of his proposed development to conform to the underlying City zoning designation, City staff worked together to include a number of conditions to ensure that the development is consistent with the remaining applicable City codes. Under the settlement, the City will issue future permits/approvals under the City's codes and Pierce County will have no further involvement with development of Mr. Abu-Rish's property.

The Settlement Agreement details the procedures to be used to settle the case. First, the attorneys for the parties will ask the judge to remand the Hearing Examiner's decision to the Hearing Examiner, so that the final decision can be amended in accordance with the changes proposed in the Settlement Agreement. After that point, the case will be dismissed. Each party will pay its own attorneys' fees and costs.

RECOMMENDATION

The settlement negotiated by the parties is only tentative until the City Council votes to accept its terms. City staff recommends that the City Council move that the Settlement Agreement between the City of Gig Harbor, Pierce County and Bill Abu Rish in Pierce County Superior Court Cause No. 002053351 be approved.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (hereinafter "Agreement") is entered into by and between the CITY OF GIG HARBOR, a Washington municipal corporation (hereinafter "City"), and ABU-RISH and ASSOCIATES (hereinafter "Abu-Rish") and PIERCE COUNTY, a political subdivision of the State of Washington (hereinafter the "County").

RECITALS

WHEREAS, Abu-Rish is the owner of certain real property located at 5501 - 38th Avenue N.W. (hereinafter the "Property"), in Pierce County, Washington; and

WHEREAS, the County and Abu-Rish assert that Abu-Rish submitted an application for a Conditional Use Permit (hereinafter the "CUP") for the Property to the County in 1997; and

WHEREAS, the Property was subsequently annexed to the City of Gig Harbor; and

WHEREAS, the County Hearing Examiner held a hearing on the CUP and issued a final decision conditionally approving the CUP on January 27, 2000; and

WHEREAS, the City filed an appeal of the County's final decision in Pierce County Superior Court No. 00-2-05335-1 (hereinafter the "Lawsuit"); and

WHEREAS, the parties desire to resolve this dispute without resort to further litigation; and

WHEREAS, each of the undersigned parties to this Agreement have had ample opportunity to review the facts and law relevant to any asserted or potential claims associated with the Lawsuit, have had the opportunity to fully consult with counsel of their choice and have done so, and have entered into this Agreement knowingly and voluntarily, without duress or coercion from any source.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual understandings of the parties as set forth below, the parties agree and promise as follows:

TERMS

Section 1. Dismissal of Pending Litigation. The parties agree to execute a Stipulation and Agreed Order (hereinafter the "Stipulations") in the form attached hereto as Exhibit A, which is incorporated herein by this reference. This Stipulation, after execution, shall be presented to the Court for entry in Pierce County Superior Court No. 00-2-05335-1.

Section 2. Settlement Procedure.

A. **Remand.** The parties shall stipulate to a remand of this case to the Pierce County Hearing Examiner, for the purpose of amending the Hearing Examiner's January 27, 2000 decision on Case No. 10-97, Mini-Self Storage Warehouses. The Hearing Examiner shall, after remand, revise his January 27, 2000 final decision on this case by making the following changes and issuing a new decision on remand :

Amend Conclusion/Condition No. 11:

11. If cleared, the right-of-way must be seeded, mulched and stabilized as required by the City. A plan for revegetation must be submitted to the Gig Harbor Public Works Department and approved prior to any vegetation removal within the City right-of-way.

Amend Conclusion/Condition No. 14:

14. All Clearing and grading limits outside of the road easement/right-of-way shall be shown on plans submitted to and approved by the City prior to commencement of work.

Amend Conclusion/Condition No. 15:

15. All proposed accesses shall be constructed as depicted on the site development plan

Condition No. 16 is deleted:

Amend Conclusion/Condition No. 17 on page 14:

17. Any work in the City right-of-way will require an encroachment permit.

Amend Conclusion/Condition No. 18 on page 14:

18. Prior to issuance of a building permit, the applicant will be required to submit a financial guarantee to the City to ensure compliance with the provisions of applicable City codes, the permit and accepted plans.

Amend Conclusion/Condition No. 19 on page 14:

19. All fences, pillars, signs, structures, etc., must be located on private property and must not impair sight distance along 38th Avenue N.W.

Amend Conclusion/Condition No. 20 on page 14:

20. This conditional use permit shall vest the development to the applicable land use control ordinances that were in place at the time the County determined the conditional use permit application to be complete. A complete building permit application submitted by the applicant shall be reviewed by the City under the City regulations in place at the time the building permit application is determined to be complete, except those regulations regarding the allowed use of the property.

Amend Conclusion/Condition No. 21 on page 14:

21. *Fire flow requirements shall be determined at the time of building permit application. Based on the type of construction and the size of buildings, the fire flow requirement would range from a minimum of 1,500 gallons per minute for one hour, up to a maximum of 8,000 gallons per minute for four hours. Installation of fire sprinkler systems can result in a 50 percent reduction of fire flow to the minimum of 1,500 gpm. The number of fire hydrants and spacing requirements are also based on the fire flow requirement.*

Amend Conclusion/Condition No. 22 on page 14:

22. *Preliminary plans for water mains extensions and/or fire hydrant installations must be approved by the City Public Works Department and the Gig Harbor Fire Marshal. Note: These improvements must be completed and as-built plans and test results approved by the City Public Works Department and Gig Harbor Fire Marshal prior to the issuance of building permits.*

Amend Conclusion/Condition No. 24 on page 15:

24. *Access around the buildings for fire fighting must be maintained in accordance with the edition of the Uniform Fire Code in effect in Gig Harbor at the time the complete building permit application is submitted to the City and per Fire District No. 5 requirements. Gates must provide the minimum fire lane width of 24 feet and be Opticon controlled. Provide minimum 45 foot exterior radius and minimum 20 feet interior radius with the required hammerhead turn-arounds at dead-end fire lanes.*

Amend Conclusion/Condition No. 27 on page 15:

27. *The required fire flow may be reduced by 50% when an auto-fire sprinkler system is installed to protect the building. If a fire alarm and an auto-fire sprinkler system is installed, a Knox Box with a master key will be required for access to the building.*

Amend Conclusion/Condition No. 28 on page 15:

28. Fire flow is presently available on 56th Street and 38th Avenue. Submit water availability letter from the water district stating the fire flow volume on 56th Street and 38th Avenue and demonstrating water availability for the proposed development. Fire hydrants will be required within 150 feet of all portions of each building and on the right side of each entrance off of 56th Street and 38th Avenue. Fire flow must be provided to the building in accordance with Section 903 (See Appendix III-A & B) or the applicable section of the Uniform Building Code in effect at the time a complete application is submitted to the City.

Amend Conclusion/Condition No. 31 on page 15:

31. The applicant shall install concrete sidewalks or a concrete pathway along the 38th Avenue frontage as depicted on the site plan, unless that requirement is waived by the City Public Works Department.

Section 3. Bar to Further Litigation on All Settlement Activities in Section 2.

The parties agree that no actions, verbal or written statements, discussions or decisions made or performed pursuant to this Agreement shall serve as the basis for any new, additional, further or continued litigation.

Section 4. Compromise of Claims. The parties understand and agree that this Agreement is a compromise of disputed claims, and the execution and performance of this Agreement does not constitute and shall not be construed as an admission of liability, fault or responsibility by the other party.

Section 5. Notice. All required notices under this Agreement shall be delivered to the parties' representatives at the addresses listed below:

To the City:	
City Administrator City of Gig Harbor 3105 Judson Street Gig Harbor, WA 98335	Carol Morris Law Office of Carol A. Morris, PC 321 Bromley Place NW Bainbridge Island, WA 98110 (206) 780-3502 Fax: (206) 780-3507
To the County:	
GERALD HORNE Pierce County Prosecuting Attorney 930 Tacoma Avenue South Tacoma, WA 98402	Jill Guernsey Deputy Prosecuting Attorney 955 Tacoma Avenue South #301 Tacoma, WA 98402 (253) 798-7742 Fax: (253) 798-6713
To Abu-Rish and Associates:	
Wagih Abu-Rish Abu-Rish and Associates PO Box 1152 Bellevue, WA 98009	William T. Lynn Gordon, Thomas, Honeywell, Malanca, Peterson & Daheim, LLP PO Box 1157 Tacoma, WA 98401-1157 (253) 620-6409 Fax: (253) 620-6565

Section 6. Release. Upon execution of the Stipulation referenced in Section 1, entry of the Stipulation and Agreed Order into the files of the Clerk of the Pierce County Superior Court, and after the activities in Section 2 have been fully performed, the undersigned parties of this Settlement Agreement agree that they shall, and hereby do, mutually release, quit and forever discharge one another and their successors; past, present and future officers; agents; employees; members; assigns; relations; and attorneys of and from any and all claims, demands, damages, actions, controversies, attorneys' fee claims, disputes, causes of action, or suits of any kind or nature whatsoever, whether known or unknown, asserted or not asserted, foreseen or unforeseen, whether past, present or future, which each has, may have or could have had to the exercise of diligence, against the other, pertaining to or arising from Pierce County Superior Court Cause No. 00-2-05335-1, including, but not limited to, any and all

claims for damages and/or attorney's fees under chapter 64.40 RCW and 42 U.S.C. § 1983 and § 1988.

The parties have no knowledge of any existing claims against any other party not released under this paragraph. This Agreement is binding upon all parties, heirs, legal representatives and assigns.

Section 7. Representations or Warranties. The parties acknowledge that no other person or entity, nor any agent or attorney of any person or entity, has made any promise, representation or warranty whatsoever, express or implied, not contained in this Agreement concerning the subject matter hereof, to induce the parties to execute this Agreement. The parties further acknowledge that they have not executed this Agreement in reliance on any such promise, representation, or warranty not contained herein.

Section 8. Authority to Execute. Each signatory of this Agreement represents and warrants that he or she has full power and authority to execute and deliver this Agreement on behalf of the entity or party for which he or she is signing, and that he or she will defend and hold harmless the other party from any claim that he or she was not fully authorized to execute this Agreement on behalf of the person or entity for whom he or she signed. Upon a proper execution and delivery, this Agreement will have been duly entered into by the parties, will constitute as against each party a valid, legal and binding obligation, and will be enforceable against each party in accordance with the terms herein.

Section 9. Specific Performance. This section shall not apply to the activities described in Sections 2 of this Agreement. The parties agree that damages alone do not

constitute an adequate remedy for breach, and that the parties are entitled to compel specific performance of all material terms of the remaining provisions of this Agreement by any party in default hereof, as well as to obtain damages. All remaining terms and provisions of this Agreement are material.

Section 10. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action arising out of or relating to this Agreement shall lie in Pierce County Superior Court and/or U.S. District Court for the Western District. The prevailing party in any such litigation shall be reimbursed by the other party for its reasonable attorneys' and expert witness fees, costs and expenses.

Section 11. Entire Agreement. This Agreement contains the entire Agreement between the parties with respect to the subject matter hereof, and shall not be modified or amended in any way except in writing, and signed by the parties hereto.

Section 12. Interpretation. This Agreement was drafted by negotiation by counsel for the parties, and there shall not be a presumption or construction against either party. Any titles or captions of paragraphs contained in this Agreement are for convenience and reference only.

Section 13. Binding Nature of Agreement. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties, their heirs, executors, administrators, successors, devisees, assigns and all persons now or hereafter holding or having all or any part of the interest of a party to this Agreement.

Section 14. Severability. If any portion of this Agreement is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this Agreement.

Section 15. Counterpart Originals. Each signatory to this Agreement may sign a separate original of the Agreement. In such event, the Agreement remains as binding and enforceable as it would be if all parties signed the Agreement at the same time and place.

Section 16. Third Party Beneficiaries. This Agreement is neither expressly nor impliedly intended to be for the benefit of any third party, and is neither expressly nor impliedly enforceable by any third party. Notwithstanding this provision, parties not signatories to this Agreement shall have, without limitation, any and all legal rights which arise as a result of the entry of the Stipulation and Agreed Order attached hereto as Exhibit A.

CITY OF GIG HARBOR

ABU-RISH AND ASSOCIATES

By: _____

Mayor

By _____
Wagih Abu-Rish

PIERCE COUNTY

By: _____

STATE OF WASHINGTON)

: ss

County of Pierce)

On this _____ day of _____, 2002, before me personally appeared _____, to me known to be the _____ and _____ of the CITY OF GIG HARBOR, a municipal corporation that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute and in fact executed said instrument on behalf of said municipal corporation.

GIVEN my hand and official seal this _____ day of _____, 2002.

Type/Print Name: _____
Notary Public in and for the State of Washington,
Residing at _____
My Commission Expires: _____

STATE OF WASHINGTON)

: ss

County of _____)

On this _____ day of _____, 2002, before me personally appeared Wagih Abu-Rish, to me known to be the President of ABU-RISH AND ASSOCIATES, the corporation that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute and in fact executed said instrument on behalf of the corporation.

GIVEN my hand and official seal this _____ day of _____, 2002.

Type/Print Name: _____
Notary Public in and for the State of Washington,
Residing at _____
My Commission Expires: _____

STATE OF WASHINGTON)

: ss

County of Pierce)

On this _____ day of _____, 2002, before me personally appeared _____, to me known to be the _____ and _____ of the COUNTY OF PIERCE, a municipal corporation that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute and in fact executed said instrument on behalf of said municipal corporation.

GIVEN my hand and official seal this _____ day of _____, 2002.

Type/Print Name: _____
Notary Public in and for the State of Washington,
Residing at _____
My Commission Expires: _____

Towslee, Molly (Gig Harbor)

From: Hoppen, Mark (Gig Harbor)
Sent: Wednesday, April 03, 2002 5:30 PM
To: 'Bogair@aol.com'
Subject: RE: Septic System prohibition

How do I distinguish between your parcel and Pope Resource's parcels in Gig Harbor North? I could use some hints. If I force them to build sewer utilities that you don't have to build, then how do I equitably distinguish between you both? Hint...it's not you I'm scared of...you can't make a taking claim for diminished value...your property still has value. I would invite you to come to Council and explain what you want. Anytime during Public Comment. It would be nice to generate an idea of how to do it first. I'm working on it (so is Derek interestingly).

[Hoppen, Mark (Gig Harbor)]

-----Original Message-----

From: Bogair@aol.com [mailto:Bogair@aol.com]
Sent: Wednesday, April 03, 2002 4:59 PM
To: HoppenM@LESA.NET
Cc: VodopichJ@LESA.NET; bdick@harbornet.com; councilwomanowel@harbornet.com; FrankA@harbornet.com; derekyoung@kw.com; TowsleeM@LESA.NET
Subject: Re: Septic Sysytem prohibition

Molly: Pls pass to CM without their own E mail and Mayor W., Pls...Thanks, Bruce Gair

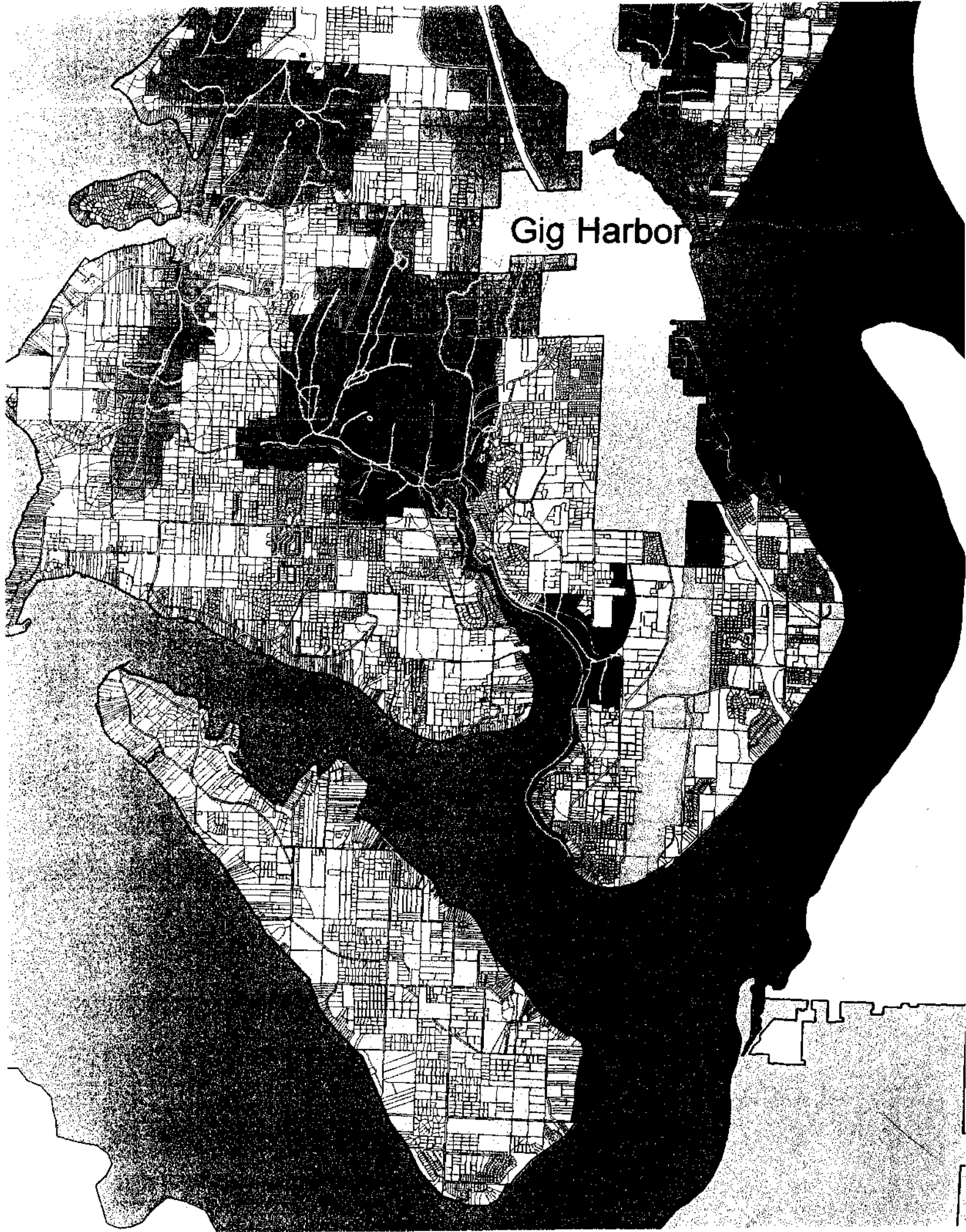
Easily said when the ox being gored aint yours....**What Liability** to the City?...The individual folks being screwed by the rules of '74...are not being viewed in todays world...Dont use a few activists to solve the city problems...I am 75...Reibli is 80...how is the taking of our right to use our land as other than a pasture growing weeds going to be fair?...The principle of fairness is always neat to talk about...That was the rationale for the Denton property and the Russell building...do you want us to hold the city harmless and from what?...Why was GHMC made into code in this matter?...this was before the growth management act forced us to do what we have done...and what about the implied right of the Complan of 94, presently in effect?...Doesnt make sense...I still request this be put on Council agenda for Public airing...and how do you propose in actuality to make this happen within my predicted...or indeed your predicted lifespan?...Bruce

Towslee, Molly (Gig Harbor)

From: Bogair@aol.com
Sent: Thursday, April 04, 2002 4:31 PM
To: HoppenM@lesa.net
Cc: bdick@harbornet.com; councilwomanowel@harbornet.com; FrankA@harbornet.com; TowsleeM@lesa.net; derekyoung@kw.com
Subject: Re: Septic System prohibition

Regetably it cannot be developed nor does it have any sale value and I cannot even put a mobile on it...I am saying however that the pope resources situation aint the same because you both have something to trade...I already know that they want Costco and that you want them to build a million dollar water tank...but at the same time you are holding a citizen of the harbor to meet corporate standards...and refusing to look at the variance procedure that should be available..Staff refuses to even allow me to request said variance...Pope just does not belong in the same league...and if this goes to a public forum, I can think of all kinds of unhappy comparisons will be drawn. Asking a less than eager Homeowners association to take the lead hasnt worked...(Norwood)...and Reibli?I are not asking to get anything free...what we are asking for is to get get something actually moving, rather than the last two years or so of inaction and the city attitude that its up to the little guy to solve his own problems...we have bigger fish to not only fry, but to butter up...Govt and Big business evtually partner up, leaving the citizen/small business in the lurch...I was a beltway bandit and semi lobbyist for a long time...I know the symptoms..Bruce

Gig Harbor



Tacoma Narrows Airport

Objective 7. **Tacoma Narrows Airport.** The Tacoma Narrows Airport is an essential public facility in the rural area of the County. The community intends to allow continued growth and development of the general aviation airport facilities at Tacoma Narrows Airport when consistent with Pierce County Comprehensive Plan and Gig Harbor Peninsula Community Plan goals and Federal Aviation Administration standards. New commercial and light industrial uses that support general aviation activities shall be permitted when all off-site impacts associated with the use or uses can be mitigated to the degree that any changes in off-site conditions such as noise, traffic, or surface water runoff will be minimal and insignificant. New uses shall be developed in an environmentally sound manner without urban levels of service. The community intends to allow new aviation related development on those lands that are designated as the Rural Airport classification. The siting of incompatible uses adjacent to the airport property will be discouraged.

Principle 1. Designate land that is consistent with the essential public facility on those properties at the Tacoma Narrows Airport that are currently owned by the City of Tacoma and are utilized for airport use. Designate the property adjacent to the city-owned lands for airport buffering purposes.

Standards

- 7.1.1 The Rural Airport designated lands shall include improved and unimproved city property that is utilized for airport operations. All properties located within 1,000 feet of the city-owned properties shall be designated Rural Sensitive Resource or Rural 10 with a Rural Airport Overlay.
- 7.1.2 Classify those properties at Tacoma Narrows Airport that were owned on January 1, 2000 by the City of Tacoma as a Rural Airport Zone (RAZ).
- 7.1.3 Classifying those properties adjacent to the Rural Airport designation as Rural Airport Overlay.
- 7.1.3.1 The Rural Airport Overlay should include all properties within 1,000 feet of the Rural Airport designation. Land use activities that are incompatible with general

aviation airport uses shall be discouraged in this overlay.

Principle 2. Allow for growth and development at the Tacoma Narrows Airport. Providing jobs and maintaining the economic viability of the airport is important.

Standards

- 7.2.1 New aviation uses shall be carefully designed, utilizing landscaping, creative building location and orientation techniques, and innovative site planning to ensure that they are compatible and blend in with neighboring land uses.
- 7.2.2 Buildings and structures that would penetrate Title 14 CFR (Code of Federal Regulations) FAR (Federal Aviation Regulations) Part 77 "Objects affecting navigable airspace" shall be prohibited.
- 7.2.3 Business and land use activities that regularly accommodate large concentrations of people should be avoided.
- 7.2.4 New uses that require urban levels of service, such as sanitary sewers, shall not be permitted in the Rural Airport designation. Urban levels of service shall only be permitted in the Rural Area pursuant to Pierce County Code, Section 19A.40.040.
- 7.2.5 Capital improvements at the airport may be appropriate provided all impacts can be mitigated through the Pierce County Planned Unit Development (PUD) process and appropriate environmental review. It is anticipated that a new PUD section will be added to Title 18A for this type of essential public facility.
- 7.2.6 New commercial and light industrial uses at the airport should be permitted through an administrative process once a Planned Unit Development and Binding Site Plan have been completed for the property owned by the City of Tacoma.
- 7.2.7 New commercial uses that support general aviation activities such as aircraft fueling facilities, aircraft training facilities, aircraft sales, and automobile rental shall be permitted.
- 7.2.8 New light industrial uses that support general aviation activities such as aircraft storage hangers and aircraft repair and maintenance services shall be permitted.

7.2.9 Consistent with the goals of the Gig Harbor Peninsula Community Plan, Pierce County and the City of Tacoma will plan for runway safety area improvements, as required for the existing runway pursuant to FAA standards; to ensure public safety is achieved.

7.2.9.1 Pierce County shall support Tacoma's effort to provide runway safety area improvements at Tacoma Narrows Airport.

Principle 3. The Rural Airport Overlay shall primarily function as a safety buffer between the airport properties and the adjacent uses in the Rural Sensitive Resource, Reserve-5, and Rural-10 zones. This area is also intended to provide buffering between those more intense uses related to aviation activities and the rural uses authorized in the rural-residential classifications.

Standards

7.3.1 Land use activities that are incompatible with general aviation uses should be discouraged in this area.

7.3.2 Rural land uses shall be limited to low density and low intensity uses including forestry uses, agricultural uses, walking and biking trails, golf courses, and single-family dwelling units.

7.3.2.1 Prohibit agricultural uses that require large bodies of standing water that could attract birds.

7.3.3 Density shall be limited to 1 dwelling unit per 10 acres for new subdivisions. Cluster development is discouraged; therefore, a minimum lot size of 5 acres is required. A bonus density that will provide for 2 dwelling units per 10 acres may be permitted when 50 percent of the development is retained in open space.

7.3.4 Prior to approval of a building permit for a dwelling unit in this area, notice shall be recorded against the title of the property that indicates the presence of the airport.

Principle 4. Pierce County and the City of Tacoma will collaborate in the development of a Planned Unit Development (PUD) Regulation for Essential Public Facilities. All activities related to the general aviation airport at Tacoma Narrows Airport shall be documented in a PUD for the essential public facility. Compatibility between the airport and the adjacent neighborhoods surrounding airport lands shall be a priority.

Standards

- 7.4.1 A description of the intensity of all existing and planned commercial and light industrial uses shall be included in the PUD.
- 7.4.2 A description of airport operations shall be included in the PUD. This information shall include the runway length necessary for the safe operation of aircraft at Tacoma Narrows Airport and the noise levels produced by aircraft type.
- 7.4.3 Maintaining the runway south of the southern right-of-way at Stone Drive NW is a community priority. The engineering feasibility of extending the runway to the south (approaching Point Fosdick) and to the north (approaching the south right-of-way at Stone Road) shall be subject to the PUD process. Any extension of the runway at Tacoma Narrows Airport shall be subject to the PUD process.
- 7.4.4 A description of anticipated take-off and landings based on aircraft type and planned use for each calendar year shall be described in the PUD.
- 7.4.5 A binding site plan shall be recorded that provides the specific location of all airport facilities such as runways, taxiways, fueling facilities, the control tower, passive recreation facilities, and open space.
- 7.4.6 A site plan shall be recorded that reflects the general location of aircraft hangers and other impervious surfaces.

- Principle 5.** New development and redevelopment at Tacoma Narrows Airport shall be completed in an environmentally conscientious manner and shall be mitigated to the extent that noise levels, aviation hazards, traffic, surface water runoff, and other environmental impacts associated with the airport will not increase beyond the Rural Airport designation.

Standards

- 7.5.1 Avoid using environmentally constrained lands for new development if unconstrained land can be redeveloped or modified to accommodate the proposed uses.
- 7.5.2 Provide adequate open space and buffering to mitigate light, noise, and visual impacts.

- 7.5.3 Noise levels that would exceed 65 Ldn (Day-night Average Sound Level System) beyond the City of Tacoma owned lands shall be subject to the PUD process.
- 7.5.4 Promote vegetation retention and native landscaping that will be compatible with airport operations and environmental protection of sensitive areas such as Sullivan Gulch.
- 7.5.5 Based on higher density housing located north of the airport, the proximity of public safety services and commercial uses that accommodate large concentrations of people near the intersection of Stone Drive NW and Point Fosdick Drive NW, and the fact that the revised final Airport Master Plan does not include a runway extension, any future runway expansion should not extend beyond the south right-of-way of Stone Road.

Principle 6. Development in the Tacoma Narrows Area of Influence that surrounds the Tacoma Narrows Airport shall be considered an area of special control.

Standards

- 7.6.1 All non-residential uses within the clear zone shall be subject to performance and intensity of use criteria.
- 7.6.2 Prohibit any new use that involves the release of airborne substances that could interfere with aircraft operations.
- 7.6.3 Prohibit any new use that emits light that interferes with a pilot's vision.
- 7.6.4 Prohibit any new use that attracts concentrations of birds.
- 7.6.5 Prohibit any use that would have structures within 100 feet of approach, departure, or transitional surfaces.
- 7.6.6 No new residential dwelling units shall be permitted in the Tacoma Narrows Area of Influence.
- 7.6.7 Uses that emit electrical currents shall be installed in a manner that does not interfere with communications systems or navigational equipment.

Principle 7. Pierce County and the City of Tacoma will collaborate and coordinate planning efforts at the Tacoma Narrows Airport to better serve the citizens of all Pierce County.

Standards

- 7.7.1 The City of Tacoma and Pierce County agree to work to reconcile differences between the Gig Harbor Peninsula Community Plan and the final Tacoma Narrows Airport Master Plan.
- 7.7.2 Once the revised Tacoma Narrows Airport Master Plan and its corresponding SEPA requirements are met, Pierce County will propose adopting the final Tacoma Narrows Airport Master Plan as a component of the Gig Harbor Peninsula Community Plan at the first possible amendment opportunity.
- 7.7.3 Pierce County will amend Title 18, Pierce County Development Regulations-Zoning, to allow for Rural Airport Essential Public Facilities to be provided for through a PUD.
- 7.7.4 The City of Tacoma and Pierce County will collaborate in the development of a PUD that would enable the implementation of the revised final Airport Master Plan.
- 7.7.5 Pierce County and the City of Tacoma will jointly pursue grant monies to allow for project level environmental review associated with the PUD which will result in a streamlined development process.
- 7.7.6 Once the PUD and its requisite environmental review are approved, the City of Tacoma and Pierce County will work to create an interlocal agreement to enable building permit authority to be given to the City of Tacoma for airport property.