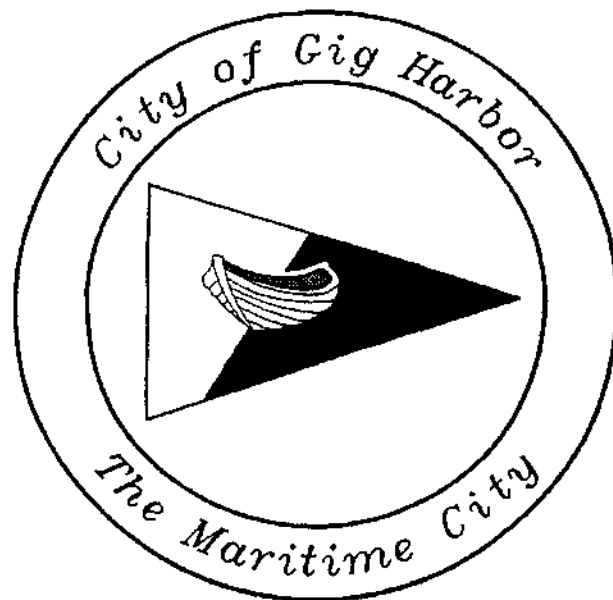


Gig Harbor City Council Meeting



**May 28, 2002
7:00 p.m.**

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
May 28, 2002 - 7:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of May 13, 2002.
2. Consultant Services Contract – 56th Street/Point Fosdick Improvement Project – Survey Work.
3. Consultant Services Contract Amendment No. 2 – Sewer Outfall Extension Design.
4. Approval of Payment of Bills for May 28, 2002.
Checks #36168 through #36281 in the amount of \$687,334.31

OLD BUSINESS:

1. Second Reading of Ordinance - Allowing Septic Tanks in City Limits
2. Second Reading of Ordinance - Amendment to Ordinance No. 897, City of Gig Harbor Shop Annexation.
3. Second Reading of Ordinance - Removal of Pre-annexation Provision.
4. Resolution – Authorizing a Recreation Program Interlocal.

NEW BUSINESS:

1. Planning Commission Recommendation – Building Size Limitations
2. Maritime Pier Committee Recommendation

STAFF REPORTS:

1. GHPD – April Stats.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

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

ADJOURN:

✓

GIG HARBOR CITY COUNCIL MEETING OF MAY 13, 2002

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

CALL TO ORDER: 7:00 p.m.

PLEDGE OF ALLEGIANCE

SWEARING IN CEREMONY: Lt. Bill Colberg introduced the Gary Dahm, who had recently completed the training at the Police Academy. Mayor Wilbert performed the swearing in ceremony for the newest 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.

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

OLD BUSINESS:

1. Second Reading of Ordinance - Concurrency Management Code Amendments. John Vodopich, Community Development Director, presented this ordinance amending the concurrency management code that had been amended since the last reading to reflect that the Director of Operations determines concurrency rather than the Community Development Director. He added that this ordinance had a first reading and public hearing at the last meeting and recommended approval. Carol Morris, Legal Counsel, answered questions regarding the ordinance.

MOTION: Move to adopt Ordinance No. 907 as presented.
Young/Picinich – unanimously approved.

2. Second Reading of Ordinance - Adopting Wastewater and Water Facilities Charge Analyses. John Vodopich presented this ordinance adopting the general facilities charge studies recently completed, and answered questions regarding the rates and how they apply.

MOTION: Move to adopt Ordinance No. 908 as presented.
Young/Ekberg – unanimously approved.

3. Second Reading of Ordinance - Increasing Wastewater Connection Fees. John Vodopich presented this ordinance that will increase the wastewater connection fees consistent with the charge analysis just adopted. He said that the first reading and public hearing was held on April 22nd and recommended adoption of the ordinance.

MOTION: Move to adopt Ordinance No. 909 as presented.
Dick/Picinich – unanimously approved.

4. Second Reading of Ordinance - Increasing Water Connection Fees. John Vodopich presented this ordinance that will increase the water connection fees consistent with the general facilities charge analysis. This ordinance also had its first reading and public hearing on the 22nd.

MOTION: Move to adopt Ordinance No. 910 as presented.
Picinich/Young – unanimously approved.

5. First Reading of Ordinance - Allowing Septic Tanks in City Limits. John Vodopich explained that this item came before Council at the last meeting and that he had been directed to bring it back as a first reading. He summarized this ordinance, explaining that it would allow property owners, in very limited circumstances, to install a septic tank / drain field system. Councilmembers and staff discussed where these conditions might apply. This will return at the next meeting for a second reading.

NEW BUSINESS:

1. First Reading of Ordinance - Amendment to Ordinance No. 897, Annexing Property Next to City Shop. John Vodopich explained that the Department of Transportation had informed the city that there were errors in the legal description when the city annexed the property adjacent to the city shop. This ordinance is to amend the legal description, and will return for a second reading at the next meeting. Councilmember Young recommended that a title search be done on any future property annexed by the city to prevent errors.

2. First Reading of Ordinance - Removal of Pre-annexation Provision. Mark Hoppen, City Administrator, explained that this ordinance removes the pre-annexation provision for outside utility extension contracts in light of the recent Washington State Supreme Court decision. This will return for a second reading at the next meeting.

3. Resolution - Sale of City Hall and Use of Proceeds to Start a LTGO Bond - Early Redemption Fund. Mark Hoppen explained that this resolution would create a process to start a fund to begin to pay off the new Civic Center as soon as possible. He explained that the resolution declares City Hall surplus and establishes the condition of the sale. Councilmember Ekberg recommended an amendment to the resolution to include "501 (3C)" to the non-profit organization status. A bid date of August 1, 2002 was discussed and approved. Councilmember Young recommended that language be included to clarify that the city would welcome brokers if there were no acceptable offers from the non-profits. After further discussion on amendments to the resolution, it was decided that the existing language was sufficient.

MOTION: Move to adopt Resolution No. 588, adding "501 (3C)" to the non-profit organization in Section 2, paragraph 'C' and that the date of August 1, 2002 be inserted in paragraph B for a bid date.
Ekberg/Young - unanimously approved.

4. Resolution - Adopting a Recreation Program Interlocal. Mark Hoppen explained that after working with Peninsula School District and Pierce County, he was asked to prepare this Interlocal for a recreation program. He said that this had been forwarded to all the parties involved for review. Soon after this had been included on the agenda, he was told that the Risk Management staff at Pierce County had some concerns. He recommended that it be delayed until these issues could be addressed.

MOTION: Move to continue this until such time that the City Attorney can meet with the Pierce County Risk Management staff and agree on indemnification language.
Owel/Young - unanimously approved.

5. Settlement Agreement - City of Gig Harbor vs. Pierce County and Abu Rish. Carol Morris gave a brief history of the claim and explained that this settlement agreement resolves the design and development issues. She explained that the only issue not addressed is the one of use, because the property owner and Pierce County remained steadfast that the use was consistent with their code. She said that she thought it was a good resolution under the circumstances.

MOTION: Move that the settlement agreement between the City of Gig Harbor, Pierce County and Bill Abu Rish, in Pierce County Superior Court be approved.
Picinich/Franich - unanimously approved.

STAFF REPORTS: None.

PUBLIC COMMENT:

Dave Odell - 4110 97th St. Ct. NW, Avalon Woods. Mr. Odell gave an overview of his concerns over the report that came about from the incident of a round hitting a home in Avalon Woods on August 30th. He asked Council to require the Sportsman's Club to not use the shotgun range until it can be shown that the neighbors are no longer in danger.

Don Bennett – 9713 41st Ave NW, Avalon Woods. Mr. Bennett emphasized the shortfalls in the report and investigation. He gave a description of what happened on that day, also sharing his concerns over the safety of the neighborhood. He stressed that the report stated that the slug “could” have come from the Sportsman’s Club. He also encouraged Council to shut down the shotgun range until through study, analysis and correction, a guarantee can be made that there won’t be a repeat of the incident.

COUNCIL COMMENTS / MAYOR'S REPORT:

Mayor Wilbert read a proclamation for the health, wellness and safety of our children. She explained that the chiropractors in the area asked to have this proclamation added to the agenda to declare May 18th as Kid’s Day American/International. She said that an afternoon of activities for young people had been scheduled.

MOTION: Move to proclaim May 18th as Kid’s Day American/International.
Young/Picinich – unanimously approved.

Mayor Wilbert announced that Wednesday, the flag would be flown at half-mast in honor of Peace Officers Memorial Day. She continued to talk about several other items of interest including an upcoming meeting in University Place to discuss transportation and economic development, an invitation to the groundbreaking ceremony of the residential community initiative at Ft. Lewis, and a letter of thanks to George and Jane Russell. Mayor Wilbert said that Jane had recently passed away, and gave a brief overview of some of the many contributions to the community made by Jane.

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).

MOTION: Move to adjourn to Executive Session at 8:25 p.m. for approximately 15 minutes to discuss property acquisition.
Picinich/Franich – unanimously approved.

MOTION: Move to return to Regular Session at 8:40 p.m.
Picinich/Owel – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 8:40 p.m.
Ruffo/Picinich - unanimously approved.

Cassette recorder utilized.
Tape 652 – Side B 000 – end.
Tape 653 – Side A 000 – end.

Gretchen A. Wilbert, Mayor

City Clerk



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: CONSULTANT SERVICES CONTRACT
- SURVEY FOR 56TH STREET/ POINT FOSDICK DRIVE
DATE: MAY 28, 2002

INTRODUCTION/BACKGROUND

A budget objective for 2002 includes the preliminary design of the Olympic Drive / Point Fosdick Drive Improvement Project. Survey work is required to establish the limits of the right-of-way, topographic and other pertinent information. Once generated, this information will be used to move into the final design of the roadway improvement.

David Evans and Associates, Inc. (DEA) was selected to perform the survey work for this project based on their understanding of the project, past experience with the City of Gig Harbor, familiarity with the area, and extensive municipal roadway design experience. Based on this criterion, DEA has been selected to provide the survey services.

POLICY CONSIDERATIONS

DEA is able to meet all of the City's standard insurance provisions for professional services contracts.

FISCAL CONSIDERATIONS

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

RECOMMENDATION

I recommend that the Council authorize execution of the Consultant Services Contract with David Evans and Associates, Inc. for survey services in the amount not to exceed nineteen thousand six hundred eighty nine dollars and no cents (\$19,689.00).

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

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

RECITALS

WHEREAS, the City is presently engaged in the field survey and base mapping of 56th Street/Point Fosdick Drive NW, 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 2, 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 Eighty-Nine Dollars (\$19,689.00) 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
Randy Anderson, P.E.
David Evans & Associates, Inc.
3711 Pacific Highway East, Suite 311
Tacoma, WA 98424
(253) 922-9780

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

Randy Anderson, P.E.
David Evans & Associates, Inc.
3711 Pacific Highway East, Suite 311
Tacoma, WA 98424
(253) 922-9780

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 _____, 200__.

CONSULTANT

CITY OF GIG HARBOR

By: 
Its Principal

By: _____
Mayor

Notices to be sent to:
CONSULTANT

Stephen Misiurak, P.E.

Randy Anderson, P.E.
David Evans & Associates, Inc.
3711 Pacific Highway East, Suite 311
Tacoma, WA 98424
(253) 922-9780

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

APPROVED AS TO FORM:

City Attorney

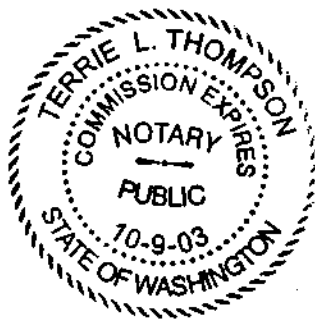
ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that Peter Gonzales 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 & Assoc. Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5/21/02



Terrie L. Thompson
Terrie L. Thompson

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing at:
4928 So. 293rd St.
Auburn, WA 98001

My Commission expires:
10/9/03

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: _____

EXHIBIT A

SCOPE OF SERVICES

For the City of Gig Harbor

56th Street NW/Point Fosdick Drive 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 work tasks that will be performed by DEA for the surveying and preparation of base maps on 56TH Street NW/Point Fosdick Drive NW for the City.

GENERAL DESCRIPTION OF WORK AND PROJECT CRITERIA

This project involves the field survey and development of base mapping for approximately 1300 lineal feet of 56th Street NW/Point Fosdick Drive NW and approximately 200 lineal feet of the east and west legs of Olympic Drive NW at the Point Fosdick Drive NW/Olympic Drive NW intersection. The project limits are from approximately the 56th Street NW/Olympic Drive NW intersection to the intersection of Point Fosdick Drive NW/Olympic Drive NW.

The field survey work will lead to the development of base maps showing details of the existing roadway and surrounding surface features, existing drainage courses and systems, existing driveways, landscaping, utilities as identified by a utility locate service or existing plan information, traffic control systems or traffic appurtenances, retaining walls or systems, and other existing topographic features. The right-of-way lines will be shown as per Assessor-Treasurers maps for the properties adjacent to the project.

It is anticipated that these base maps will be used to develop engineering plans for the improvement of this roadway. DEA understands that the City or DEA may do the further development of engineering plans at the City's option. This Scope of Services and work that will be done by DEA is limited strictly to survey and base mapping work as described below.

The basis of the horizontal survey work will be the State Plane Coordinate System. The basis of the vertical survey control will be the NGVD 29 datum. The limits of the survey work and the base mapping will extend to five feet beyond the right-of-way line except for intersecting roads, driveways, and private road approaches. Survey and mapping work will extend 50 feet beyond the right-of-way line for these features.

DEA will perform the following work as identified below:

PROJECT ADMINISTRATION

- Provide general professional engineering and surveying management as required.

- Provide updates and reports to the City on the status of the work being done. The updates shall identify tasks that must be performed by DEA and by the City to keep the project on schedule.
- Prepare and submit monthly invoices to the City of Gig Harbor. The invoices will include a summary of the work accomplished during the billing period and the individuals who worked on the project. The invoices will show labor and expenses correlated to the task numbers included herein.
- Provide internal QA/QC review throughout the survey and base mapping process.
- DEA will attempt to contact property owners adjacent to the project or impacted by the project before entering onto their property or the City right-of-way in front of their property to perform the survey work. After two attempts DEA business cards will be left to identify DEA as the firm doing the work. If so requested by the City, a project notification letter prepared by the City will be delivered to each adjacent or impacted property owner. DEA will respond to telephone calls or inquires about the work that is being performed by DEA survey crews.
- Attend meetings with the City of Gig Harbor for the project as determined necessary by the City. This would include a startup meeting to discuss the parameters of the work, communication lines, processes, and overall project orientation. DEA will also participate in public meetings to discuss the project with adjacent property owners, concerned citizens, and other project stakeholders as determined necessary by the City. The work in this task will be done on a Time and Expense basis as directed by the City.

ESTABLISH SURVEY CONTROL

- Research and obtain monument records, right-of-way plans, utility as-builts, and other pertinent records from the City.
- Verify survey control monumentation to establish centerline of 56th Street NW/Point Fosdick Drive NW and abutting public and private roads that intersect this road.
- Establish the road centerline and the right-of-way widths for the public roads throughout the limits of the project using Assessor-Treasurer maps, and other information available to the public except title reports or similar documents. Title reports or similar documents will be obtained by DEA for the project to establish right-of-way limits on a Time and Expense basis as requested by the City.
- Establish vertical control for the project using published Pierce County or City of Gig Harbor benchmarks. Additional temporary benchmarks will be set within the project limits for future construction purposes.

FIELD SURVEY WORK

- Provide horizontal control throughout the length of the project and tie into existing survey control monuments in the vicinity of the project.
- Provide vertical control throughout the length of the project and establish temporary benchmarks for future use during the construction phase of the project.
- Record sufficient ground elevation shots throughout the project to establish project contour lines and spot elevations of road centerline, edge of pavement, road intersections, road and driveway approaches, and other break points and vertical features at a minimum of 50-foot roadway stations with a vertical accuracy of plus or minus .02-feet on hard surfaces.

- Locate above ground structures, retaining walls, man-made objects, signs, and similar features, building fronts, and identify them on the topographic base mapping.
- Locate and identify storm drainage and sanitary sewer structures, pipes, control devices and similar features including accessible pipe invert elevations, sizes, and identify the type of material. Collect downstream storm drainage information for natural drainage courses for a distance of 300 feet from road centerline.
- Survey and record as best as possible utilities identified by a utility locate service in plan view only.
- Locate structures, landscaping, walkways, driveways, fences, walls, retaining walls, significant landscaping trees which are 6-inches and larger, and yard improvements and other applicable features within a 1-foot tolerance.
- Locate appurtenances within the road right-of-way including mail boxes, signs, traffic control devices, and similar features.

BASE MAPPING

- Process field data, create break lines, and establish sheet format.
- Prepare base maps at a scale of 1" = 20'. Roadway stationing will start at 10+00 at the intersection of 56th Street NW/Olympic Drive NW and will increase to east and south to the end of the project. North will be towards the top of the sheet. Benchmark information will be noted along with the applicable datum. Basis of bearing information and survey control information will be described and noted.
- Produce drawings and contours. Paving or other hard surface elevations will be shown to the nearest 0.02 feet with elevations of other surfaces shown to the nearest 0.10 feet.
- Produce planimetric work, lines, and easements. Base maps will include the right-of-way line and topographic features as noted above.
- The base maps will be delivered to the City in electronic point file format with descriptions using AutoCAD 2000 and Softdesk 8.0. The 3-D TIN shall be included in the base drawing and will be in a format compatible with Softdesk 8.0. Layering and symbols will conform to basic APWA format or convention.
- Plan sheet format and layout as provided by the City will be used. Plan sheet size will be 22" by 34". The City will provide DEA their standard sheet layout in electronic format. It is understood that DEA will not need to do any conversion work to utilize the City's plan sheet format.
- The base maps will be put into sheet format suitable for future road improvement design work with the top half of the sheet showing the plan view and the bottom half reserved for the profile view. An existing road centerline profile will be developed. Station breaks at even roadway stations will be developed for each sheet.
- City and County records will be researched to determine if storm water drainage or dispersion facilities exist within the project limits. If so, they will be added to the plans based on the best available "as-built" plans obtainable by DEA.
- A hard copy of the base maps will be provided to the City that has been stamped and signed by a Professional Land Surveyor.
- Establish private property lines and easements from Assessor-Treasurer maps and records only. This work will not establish actual property lines but will give approximations based on Assessor-Treasurer maps.

ADDITIONAL SCOPE OF WORK OPTIONS

DEA has in-house expertise and will be available to 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, specifications, engineering costs estimates, environmental and permitting work, preparation of easements or other legal descriptions and documents, right-of-way acquisition, public involvement, and construction surveying support.

EXCLUSIONS

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

- Locating septic tanks, septic tank drainfields, stormwater dispersion facilities, underground storage tanks, or similar features that are buried or inaccessible.
- Working in areas that involve confined access requirements.
- Ordering or obtaining title reports.
- Providing traffic control.

SERVICE PROVIDED BY THE CITY

- Obtaining permission to access onto adjacent private properties to perform field survey work.
- Notifying adjacent property owners of the field survey work to be performed on their property or in front of their property on city right-of-way.
- Providing all available as-built utility plans, road and storm drainage plans, or other engineering plans or documents that contain information that should go on the project's base maps.
- Providing traffic control for DEA field survey crews when needed to enable them to perform the field survey work in a safe and efficient manner in accordance with the established work schedule for the project.

REIMBURSABLES

- Fees payable to various agencies for copies of legal documents obtained during the research phase of the project.
- Fees for reprographics and postage.
- Mileage
- Retaining a Utility Locate Service

PROJECT INITIATION

DEA is available to begin work immediately upon authorization of this Scope of Work. DEA will deliver a 75% complete base map to the City for their review and comment on or before 30 working days after receipt of a written notice to proceed from the City. DEA will deliver a final base map to the City within 20 working days after comments are received back from the City.

GIGHARBORFOSDICK-1

DAVID EVANS AND ASSOCIATES, INC.
 3700 PACIFIC HIGHWAY EAST
 TACOMA, WA. 98424
 253-822-9780

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

	Proj. Mgr.	Surv. Mgr.	Proj. Surv.	Surv. Tech	2-Person Crew	Clerical	Subtask	Expenses	Total
	\$ 129	\$ 116	\$ 80	\$ 75	\$ 120	\$ 45	Total		
Project Administration									
Project Management	4								
Status Updates and Reports	2					2 ¹			
Project Administration and Invoices	6					5			
QA/QC	2								
Public Notification	1								
Meetings and Public Participation—T&M	0								
Hours Subtotal	15	0	0	0	0	7			
Cost Subtotal	\$ 1,935	\$ -	\$ -	\$ -	\$ -	\$ 315	\$ 2,250		\$ 2,250
Establish Survey Control									
Research Records & Office Review		2	4						
Verify Survey Control Monuments		2	2						
Establish Road Centerline and RAW Width			4						
Establish Vertical Control			2						
Hours Subtotal	0	4	12	0	0	0			
Cost Subtotal	\$ -	\$ 464	\$ 960	\$ -	\$ -	\$ -	\$ 1,424		\$ 1,424
Field Survey Work									
Run Horizontal Control in Field			1		8				
Run Vertical Control in Field			1		4				
Develop Contours and Spot Elevations					8				
Locate Above Ground Appurtenances					8				
Locate Drainage and Sanitary Structures					8				
Locate Identified Utilities					8				
Locate Buildings/Appurtenances Where Applicable					4				
Locate Traffic Control Devices and Similar Features					4				
Hours Subtotal	0	0	2	0	52	0			
Cost Subtotal	\$ -	\$ -	\$ 160	\$ -	\$ 6,240	\$ -	\$ 6,400		\$ 6,400
Base Mapping									
Process Data, Create Break Lines, Establish Sheet Format					8				
Prepare Base Maps with Stationing					4				
Produce Drawings, DTM, and Contours					8				
Planimetric Work, Lines, Easements, Notes, Etc.					8				
Field Review and Revise as Necessary	3				4				
Map Private Property Lines and Easements					8				
Research County and City Records for Drainage					8				
QA/QC By PLS		8							
Hours Subtotal	3	8	0	48	0	0			
Cost Subtotal	\$ 387	\$ 928	\$ -	\$ 3,600	\$ -	\$ -	\$ 4,915		\$ 4,915
Labor Cost Subtotal	\$ 2,322	\$ 1,392	\$ 1,120	\$ 3,600	\$ 6,240	\$ 315	\$ 14,989		\$ 14,989
Contingencies and Extra Work									\$ 3,000
Expenses									
Reprographics, Deliveries, Postage						\$ 200			
Mileage						\$ 500			
Utility Locate Service						\$ 1,000			
Expenses Total						\$ 1,700		\$ 1,700	\$ 1,700
GRAND TOTAL							\$ 16,689		\$ 19,689



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: CONSULTANT SERVICES CONTRACT AMENDMENT NO. 2
- SEWER OUTFALL EXTENSION DESIGN
DATE: MAY 28, 2002

INTRODUCTION/BACKGROUND

On January 22, 2001, the City Council approved a consultant services contract for the design and permitting process of the sewer outfall extension project.

On June 4, 2001, the City Council approved an amendment to this consultant services contract for additional studies to investigate directional drilling feasibility at the Gig Harbor sandspit. This amendment also included preparation of a detailed aquatic resource mitigation plan for submission to the reviewing agencies as part of the project permit applications.

Initial exploratory borings and geophysical studies conducted in 2001 evaluating the various outfall construction methods in the vicinity of the sandspit, resulted in the horizontal directional drilling (HDD) alternative as the preferred method of construction within this area. In order to complete the HDD design portion of the work, additional geotechnical borings and sedimentary analysis are required. Additional geotechnical and design efforts are required to complete the final design for the onshore/nearshore structures.

As part of the revised geoduck closure zone mitigation required by the Department of Fish and Wildlife, an additional underwater survey (bathymetric survey) is required to be conducted to map the area in Colvos Passage for the revised diffuser site location.

New requirements set forth by the Washington State Department of Fish and Wildlife requires updates to the draft Biological Assessment (BA) along with the completion of a preliminary mitigation plan. Completion of these items are essential to obtaining the necessary environmental permits for this project.

The additional scope of services to be provided under this amendment includes, but is not limited to the following:

- Geotechnical investigations and final design for directional drilling,
- Geotechnical Design of Onshore/Nearshore Structures,
- Bathymetric survey,
- Biological studies and mitigation planning.

Council approval is requested to execute a contract amendment to the engineering services contract with Cosmopolitan Engineering Group, for the additional geotechnical and related engineering work.

MAYOR WILBERT AND CITY COUNCIL

May 28, 2002

Page 2

FISCAL CONSIDERATIONS

The consultant service contract with Cosmopolitan Engineering Group for engineering services is in the amount of \$421,339.00. Amendment No. 2 for the additional geotechnical and engineering services is in the amount of \$70,000, for a total not to exceed amount of \$491,339.00. The contract amendment amount is within the 2002 budgeted allocation for the 2002 sewer fund.

RECOMMENDATION

I recommend that the Council authorize execution of Amendment No. 2 to the consultant services contract for additional geotechnical and engineering services between the City of Gig Harbor and Cosmopolitan Engineering Group, for the Sewer Outfall Extension Project in the not-to-exceed amount of seventy thousand dollars and no cents (\$70,000.00).

**AMENDMENT TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
GRAY & OSBORNE, INC.**

THIS SECOND AMENDMENT is made to the AGREEMENT, dated July 22, 2001, and subsequent AMENDMENT #1, dated June 4, 2001, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Cosmopolitan Engineering Group, a corporation organized under the laws of the State of Washington, located and doing business at 117th South 8th Street, Tacoma, Washington 98402 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the design of the Wastewater Outfall Extension and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agreed to perform the services, and the parties executed an Agreement on July 22, 2001 (hereinafter the "Agreement"); and

WHEREAS, the existing Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant, or to exceed the amount of compensation paid by the City;

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

Section 1. Amendment to Scope of Work. Section I of the Agreement is amended to require the Consultant to perform all work described in **Exhibit A – Scope of Services**, attached to this Amendment, which Exhibit is incorporated herein as if fully set forth.

Section 2. Amendment to Compensation. Section II(A) of the Agreement is amended to require the City to pay compensation to the Consultant for the work described in **Exhibit A** to the Amendment in the amount of: Seventy thousand dollars and no cents (\$70,000.00). This Amendment shall not modify any other of the remaining terms and conditions in Section II, which shall be in effect and fully enforceable.

Section 3. Effectiveness of all Remaining Terms of Agreement. All of the remaining terms and conditions of the Agreement between the parties shall be in effect and be fully enforceable by the parties. The Agreement shall be incorporated herein as if fully set forth, and become a part of the documents constituting the contract between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 200_____.

THE CITY OF GIG HARBOR

By: William P. Fox
Its Principal

By: _____
Mayor

Notices to be sent to:

CONSULTANT
William P. Fox, P.E., Principal, Vice President
Cosmopolitan Engineering Group
117 South Eighth Street
Tacoma, Washington 98402
(253) 272-7220

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 WORK ADDITIONAL ENGINEERING AND ENVIRONMENTAL SERVICES GIG HARBOR OUTFALL PERMITTING AND DESIGN

OBJECTIVE

The objective of this scope of work is to provide additional engineering and environmental services in support of the outfall permitting and design consisting of the following:

- Additional geotechnical borings and analysis to complete design of the directionally drilled section under the sandspit.
- Additional bathymetric surveying to map the deeper diffuser site required under the revised geoduck closure zone analysis.
- Additional biological studies and mitigation planning to support the JARPA permit application to state and federal agencies.

GEOTECHNICAL INVESTIGATIONS AND DESIGN FOR DIRECTIONAL DRILLING

Exploratory borings and geophysical studies were conducted in 2001 to assess the feasibility of horizontal directional drilling (HDD) beneath the sandspit. The City has elected to proceed with this alternative. This task will provide the additional borings and geotechnical analysis to complete design of the HDD section.

Two borings will be drilled to a depth of about 25 ft below the mud line to characterize soil conditions along the proposed HDD alignment. The borings supplement the exploratory borings from 2001. The borings will be completed using hollow-stem auger advanced from a drill rig mounted on an anchored barge. The underground utility locate service (1-800 "call before you dig") will be contacted to check for possible utilities crossing in the work area.

A geologist or engineer will observe the explorations, obtain representative soil samples, and prepare summary logs of the conditions encountered. Soil samples will be obtained from the borings on about a 2¹/₂- or 5-ft depth interval using the Standard Penetration Test (SPT) procedure. The borings will be abandoned in accordance with WAC 173-160. The geotechnical laboratory testing program will include up to 8 grain size analyses on selected samples obtained from the borings.

A geotechnical engineer will analyze the existing soil data and data obtained from the field explorations and laboratory testing to develop geotechnical conclusions and recommendations for the project. Reputable HDD contractors will be contacted to discuss constructability of the project.

A geotechnical report will be prepared for the project, summarizing the results of the field explorations, engineering conclusions and recommendations regarding construction. The report will include:

- A site map showing the location of the borings completed for this project.
- A descriptive log of the conditions encountered in the borings.
- A summary of expected subsurface conditions along the proposed HDD bore.
- Discussion of the feasibility and constructability issues associated with constructing the portion of the outfall beneath the spit by means of HDD.

EXHIBIT A

GEOTECHNICAL DESIGN OF ONSHORE/NEARSHORE STRUCTURES

The final outfall alternative will include air relief facilities where the outfall enters Gig Harbor near Pump Station 2 (Ruth M. Bogue View Park). A boring may be completed in the sidewalk along North Harborview Drive if a deep structure is constructed with the pump station. The boring would be advanced to a depth of about 40 ft below the sidewalk to characterize near-surface soil and groundwater conditions in the vicinity of the proposed air relief manhole and pump station. The boring would be drilled with a truck-mounted drill rig advancing hollow-stem augers. Groundwater level at the time of drilling will be noted. Upon completion of drilling and sampling, the boring will be abandoned in accordance with WAC 173-160 and the sidewalk patched with concrete. Prior to the field activities, the proposed boring location will be marked in the field and the underground utility locate service will be contacted.

A geotechnical engineer will analyze the existing soil data and data obtained from the field explorations and laboratory testing to develop geotechnical conclusions and recommendations for the project. Results will be included in the geotechnical report described in the previous task. Geotechnical conclusions and recommendations for design and construction will include the following:

- Groundwater conditions and expected dewatering requirements.
- Lateral earth pressures for design of cantilevered and braced shoring.
- Design static and dynamic lateral earth pressures acting on below grade walls.
- Foundation support, including allowable soil bearing pressure, and estimated total and differential settlements.
- Fill placement and compaction criteria.
- Discussion of constructability issues.

BATHYMETRIC SURVEY

Additional bathymetric surveying will be conducted to map the area in Colvos Passage northeast of the existing survey. The new survey area is required for the siting of the revised diffuser site required for the geoduck closure zone. The additional survey area is approximately a 1000' sided triangle. Additional miscellaneous structures within Gig Harbor will also be located during this survey. Equipment and specifications utilized for the additional survey will match the existing survey. Deliverable product will be a .dxf formatted contour map of the additional survey areas.

BIOLOGICAL ASSESSMENTS AND PRELIMINARY MITIGATION PLAN

New requirements for the Biological Assessment (BA) have been issued by agencies. This task will provide updates necessary to complete the draft BAs for submittal with Joint Aquatic Resources Permit Applications (JARPA) to state and federal agencies. A preliminary mitigation plan will also be completed for submission with the JARPA as required by Washington State Department of Fish and Wildlife (WDFW).

The preliminary mitigation plan will include specific requirements for shoreline, upland and subtidal mitigation of construction and operation impact from the new outfall. Mitigation plan elements will include removal of the existing outfall, cleanup of selected debris fields inside Gig Harbor, HDD construction through the sandspit, removal of the Pump Station #2 overflow outfall on the beach, modifications to the shoreline near Pump Station #2, and modifications to the vegetation and structures at the Ruth M. Bogue View Park.

EXHIBIT A

These mitigation elements will be included in the BA as conservation measures. The BA will also include required information on Essential Fish Habitat (EFH).

A JARPA and BA are also now required for the geotechnical borings. Therefore, this task also includes preparation of these documents for submission to the appropriate state and federal agencies.

SUPPLEMENTAL ENVIRONMENTAL STUDIES

Supplemental environmental studies may be requested by state and federal agencies as the permit applications are reviewed. WDFW has already indicated to the City that they may require additional detailed surveys, including the following:

- Submerged Vegetation Survey (SMV). WDFW has already stated they will require this survey prior to construction. The City may have the option to delay this survey to 2003.
- Debris Field Delineation. The agencies may request more detailed delineation of the debris fields proposed in the preliminary mitigation plan.
- Additional Mitigation. The agencies may request additional mitigation elements, which could require negotiation and planning on behalf of the City.
- Geoduck Surveys. Additional geoduck surveys may be required along the outfall route as revised by the shellfish closure zone evaluation.

These studies are not included in this addendum. It is anticipated that any such studies would not be required until 2003 or 2004.

COSTS

Task	Cost
Geotechnical – HDD	\$32,500
Geotechnical – Onshore	9,500
Bathymetric Survey	5,900
BA & Preliminary Mitigation Plan	22,100
Total	\$70,000



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 ALLOWING SEPTIC TANKS
DATE: MAY 28, 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.

The first reading of this proposed ordinance was held on May 13, 2002.

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 as presented.

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 be 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:

- J
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: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: SECOND READING - ORDINANCE
CORRECTION OF LEGAL DESCRIPTION FOR CITY OF GIG
HARBOR SHOP ANNEXATION
DATE: MAY 28, 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

There are no fiscal impacts.

RECOMMENDATIONS

I recommend that the Council approve the Ordinance amending the legal description at this 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.

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

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.



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: SECOND READING – ORDINANCE FOR REMOVAL OF PRE-
ANNEXATION PROVISION**
DATE: MAY 22, 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 this 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~~ 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 *MH*
SUBJECT: RECREATION PROGRAM INTERLOCAL
DATE: MAY 22, 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 District 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 of Gig Harbor contribution should remain relatively similar over time to the initial budgeted contribution (\$20,000 in 2002).

POLICY CONSIDERATIONS

This program will be constrained by the availability of 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 for 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. Currently, there is no comprehensive recreational coordination on the Peninsula, no convenient means to access comprehensive recreational information, no comprehensive coordination of recreational offerings across age groups, and no one place to identify as a central focus for recreational programs. For years, highly committed volunteer organizations have provided recreation services on the Peninsula, but

these services are not comprehensively coordinated or marketed to potential users. Moreover, the services available have big gaps, particularly across age groups. The moderate involvement, inexpensive interlocal agreement proposed here should rectify these inadequacies in our community. And, if the agreement doesn't work to city satisfaction, it is relatively easy to terminate.

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. The city should expect a yearly contribution of around \$20,000 with incremental adjustment as negotiated between the jurisdictions.

RECOMMENDATION

The City Attorney has reviewed and approved the agreement. Insurance and indemnification concerns have been satisfied. I recommend 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 contribution 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, or wrongful conduct, except for the injuries, penalties and damages caused by the sole negligence or wrongful 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, 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

Insurance coverage shall be obtained by Pierce County with responsible insurers. The coverage shall be for damages because of personal or bodily injury, including death resulting from such injuries, damage to loss of use of property, and other coverage customarily maintained for recreation programs to the extent that such insurance can be secured and maintained at reasonable cost.

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"

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: PLANNING COMMISSION RECOMMENDATION - BUILDING SIZE
LIMITATIONS
DATE: MAY 28, 2002

BACKGROUND

On April 23, 2001, the City Council took action to direct the Planning Commission to look at building size limitations in all zones in which they appear, including, but not limited to C1 and B2.

The Planning Commission began holding a series of work-study sessions and public hearings on this matter beginning in August 2001. After considering public testimony and deliberating the matter, the Planning Commission felt that the current regulations and limitations were both reasonable and appropriate. The Planning Commission is therefore forwarding a recommendation to the City Council that *no changes* be made to the maximum gross floor area limitations in those zones in which such limitations already exist (RB-1, B-1, B-2, C-1, & WM).

During their public hearings the Planning Commission also heard testimony on the issue that a discrepancy exists within the city's current zoning code insofar as there are zones that have limitations on gross floor area and zones that do not. Related testimony was also heard expressing concern that, due to increased development interest along the waterfront, Gig Harbor was in jeopardy of losing its small-town atmosphere and ambience. After further deliberation of these issues, the Planning Commission is forwarding two additional recommendations to the City Council:

- That no changes be made to the maximum gross floor area limitations in those zones in which such limitations already exist (RB-1, B-1, B-2, C-1, & WM)
- That maximum gross floor area limitations be established in the following zones:

<u>Zone</u>	<u>Maximum Gross Floor Area</u>
Waterfront Residential (WR)	3,500 square feet per non-residential structure
Single Family Residential (R-1)	3,500 square feet per non-residential structure

Medium-Density Residential (R-2)	3,500 square feet per non-residential structure
Multiple-Family Residential (R-3)	5,000 square feet per non-residential structure
Residential and Business District (RB-2)	12,000 square feet per commercial structure
Waterfront Commercial (WC)	3,500 square feet per non-residential structure (all WC parcels are included in the "sensitive area")
Downtown Business (DB)	16,000 square foot footprint per structure subject to the precepts of the Design Manual

- That a "sensitive area" overlay be established in which the maximum allowed footprint would be 3,500 square feet *per commercial structure*. This overlay would be as shown on the attached map and would include all parcels abutting the Harborview Drive / North Harborview Drive Corridor from the old ferry landing to Peacock Hill Avenue. Those parcels in the Downtown Business (DB) zone abutting Harborview Drive between Soundview Drive and Pioneer Drive would be considered the Downtown Core and as such would not be included in the overlay but would be subject to the proposed 16,000 maximum square foot footprint restriction as above.

A complete copy of the Planning Commission April 19, 2002 recommendation is attached for your consideration.

RECOMMENDATION

I recommend that Council direct staff to prepare the necessary code amendments to implement the April 19, 2002 recommendations of the Planning Commission and bring a draft Ordinance forward for first reading and public hearing at a later date.

/

**Planning and Building Services Department
Planning Commission Decision**

Maximum Gross Floor Area Limitations

On April 23, 2001, the City Council took action to direct the Planning Commission to look at building size limitations in all zones in which they appear, including, but not limited to C1 and B2.

(Young/Owel - Five Council members voted in favor. Council members Pasin and Picinich voted against the motion. The motion passed 5-2.)

The following is a list of the zones that currently have maximum gross floor area limitations:

<u>Zone</u>	<u>Maximum Gross Floor Area</u>
Waterfront Millville (WM)	3,500 square feet per lot (non-residential structures)
Residential & Business District (RB-1)	5,000 square feet per lot (non-residential structures)
Neighborhood Commercial (B-1)	5,000 square feet per lot (non-residential structures)
General Business (B-2)	35,000 square feet per commercial structure
Commercial (C-1)	65,000 square feet per commercial structure

The Planning Commission began holding a series of work-study sessions and public hearings on this matter beginning in August 2001. After considering public testimony and deliberating the matter, the Planning Commission felt that the current regulations and limitations were both reasonable and appropriate. The Planning Commission is therefore forwarding a recommendation to the City Council that *no changes* be made to the maximum gross floor area limitations in those zones in which such limitations already exist (RB-1, B-1, B-2, C-1, & WM).

During their public hearings the Planning Commission also heard testimony on

the issue that a discrepancy exists within the city's current zoning code insofar as there are zones that have limitations on gross floor area and zones that do not. Related testimony was also heard expressing concern that, due to increased development interest along the waterfront, Gig Harbor was in jeopardy of losing its small-town atmosphere and ambience. After further deliberation of these issues, the Planning Commission is forwarding two additional recommendations to the City Council:

1. That gross floor area limitations be established in those zones where they do not currently exist, and
2. That a "sensitive area" overlay be established which would further limit building footprint size along both sides of the Harborview Drive / North Harborview Drive Corridor from the old ferry landing to Peacock Hill Avenue.

Motion: (Ketchledge/Conan)

That no changes be made to the maximum gross floor area limitations in those zones in which such limitations already exist (RB-1, B-1, B-2, C-1, & WM).

That maximum gross floor area limitations be established in the following zones:

<u>Zone</u>	<u>Maximum Gross Floor Area</u>
Waterfront Residential (WR)	3,500 square feet per non-residential structure
Single Family Residential (R-1)	3,500 square feet per non-residential structure
Medium-Density Residential (R-2)	3,500 square feet per non-residential structure
Multiple-Family Residential (R-3)	5,000 square feet per non-residential structure
Residential and Business District (RB-2)	12,000 square feet per commercial structure
Waterfront Commercial (WC)	3,500 square feet per non-residential structure (all WC parcels are included in the "sensitive area" below)
Downtown Business (DB)	16,000 square foot footprint per structure subject to the precepts of the Design Manual

And that:

A "sensitive area" overlay be established in which the maximum allowed footprint would be 3,500 square feet *per commercial structure*. This overlay would be as shown on the attached map and would include all parcels abutting the Harborview Drive / North Harborview Drive Corridor from the old ferry landing to Peacock Hill Avenue. Those parcels in the Downtown Business (DB) zone abutting Harborview Drive between Soundview Drive and Pioneer Drive would be considered the Downtown Core and as such would not be included in the overlay but would be subject to the proposed 16,000 maximum square foot footprint restriction as above.

Findings:

The 3,500 square feet maximum per commercial structure was determined by mapping all existing structures lying within the proposed "sensitive area" and establishing their current footprint. Using the City of Gig Harbor's Geographic Information System (GIS), structures were identified in each zone and then placed in tables similar to the one below. Maps identifying the structures that were used in this analysis are attached. Comparing different maximum sq./ft. figures it was found that the proposed 3,500 sq./ft. maximum footprint would accommodate over 80% of the existing structures.

Zone	Structures below 3500 sq/ft	Structures above 3500 sq/ft
WC/B2 (Finholm's)	9	4
C1/B2 (Borgens)	8	4
WC (Murphy's)	9	2
WM	39	3
R1 (Millville)	17	4
DB (Harbor Landing)	9	3
WC (Downtown)	11	4
WR/R1 (Ferry Lndg)	19	5
Total per type	121	29
Total Structures	150	150
Percent of Total	0.81	0.19

The Planning Commission determined that, within the 'sensitive area', limiting future development to the size and scale of 80% of existing development is supported by the following Comprehensive Plan Goals:

- Define Identity and Create Community Based Urban Form, (pg. 7).
- Articulate an architectural style, which reflects Gig Harbor's built and natural environment and which appeals to the human spirit, (pg. 22).
- Identify, preserve, and develop an appropriate waterfront architecture, (pg. 24).
- To preserve the character of those sites or districts which reflect the style of Gig Harbor's historical development, (pg. 27).
- Preserve the natural ambiance of the Harbor area, (pg. 29).

Additionally the "sensitive area" proposal reinforces the goal of the city's Design Manual:

- To encourage better design and site planning so that new development will compliment Gig Harbor's existing character as well as allow for diversity and creativity (pg. 2).

In conclusion, the Planning Commission finds that the motion stated above is consistent with and is supported by the Comprehensive Plan and reinforces the intent of the Design Manual.

Motion carried 4 - 0 - 0 (Chair has no vote, Patterson and Mueller absent).



Paul Kadzik, Planning Commission Chairman
April 19, 2002



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 *MHR*
SUBJECT: MARITIME PIER COMMITTEE RECOMMENDATION
DATE: JUNE 20, 2002

INFORMATION/BACKGROUND

On February 11, 2002, Mayor Wilbert authorized a Maritime Pier Committee to gather information and make recommendations on the completion of a maritime pier. The attached recommendation completes the purpose for which the Mayor authorized the committee. In the attached letter from the committee, the Maritime Pier Committee requests that the Gig Harbor City Council formally make an offer to purchase the Ancich family property, #R 597000-025-0. The property is located off Harborview Drive, and consists of a netshed, adjacent uplands, and fee-owned tidelands.

RECOMMENDATION

Staff recommends that the City Council motion to authorize staff to enter negotiations for the acquisition of this parcel for the purpose of design and construction of a first-come-first-served public access load and unload pier.



City of Gig Harbor. The "Maritime City"

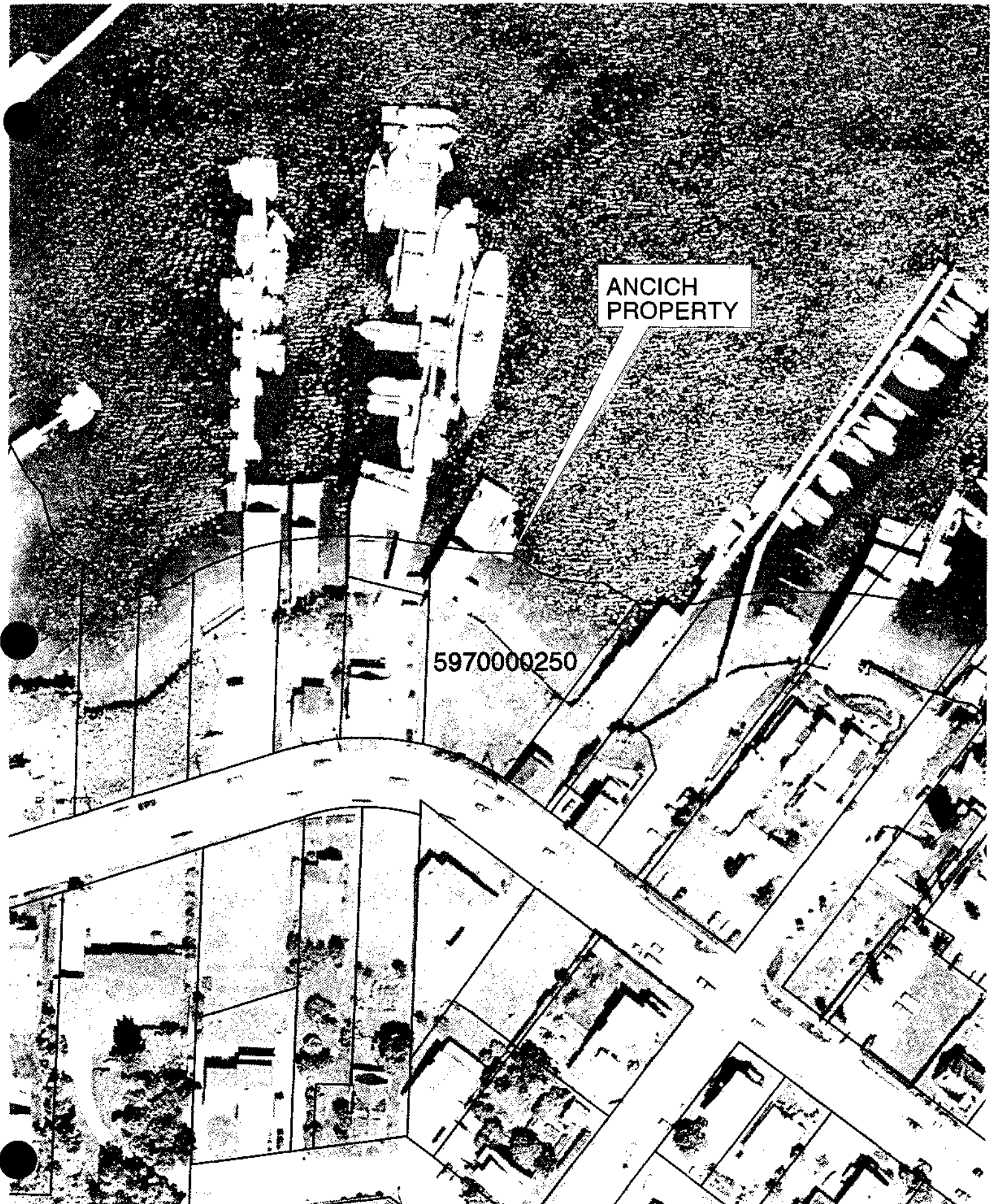
3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: CITY COUNCILMEMBERS
FROM: MAYOR GRETCHEN WILBERT *GW*
SUBJECT: MARITIME PIER ADVISORY COMMITTEE
DATE: FEBRUARY 6, 2002

Citizens of Gig Harbor have long wished for a Maritime Pier to be located somewhere in the harbor. In order to facilitate this idea, I am proposing the formation of a Maritime Pier Advisory Committee that would enable me to propose a plan to develop such a pier. The activities of this committee will begin immediately and end with the formal proposal of a plan, but not later than June, 2002.

The following ten persons have shown an interest in serving on such an Ad Hoc Committee. Robin Paterson, Greg Lovrovich, Laureen Lund, Walt Williamson, John McMillan, Jake Bujacich, John Bare, Chris Erlich, Guy Hoppen and Lita Dawn Stanton. Guy Hoppen and Gregg Lovrovich have offered to Co-chair the committee.

Please offer these ten willing volunteers your support in their endeavor to gather information and make recommendations on the completion of a Maritime Pier.



ANCICH
PROPERTY

5970000250

ANCICH PROPERTY

May 20, 2002

Gig Harbor City Council Members:

The Gig Harbor Maritime Pier Committee began meeting in the late winter of 2001. Committee membership agreed that public and community access to Gig Harbor Bay could be enhanced by constructing a city pier large enough for vehicular access from Harborview Drive and the temporary mooring of large and small vessels.

Over time, the Maritime Pier Committee has met with the mayor, most city council members and a few city officials. The proposal of the maritime pier concept and committee criteria for a pier project has been received with overwhelming enthusiasm.

After identifying several potential sites and debating the merits and shortfalls of each, the Maritime Pier Committee has unanimously agreed that the Ancich family property #R 597000-025-0 is best suited to the Maritime Pier project.

The Maritime Pier Committee respectfully requests that the Gig Harbor City Council formally make an offer to purchase said property with the intent to facilitate the construction of the Gig Harbor Maritime Pier.

Sincerely,



Guy Hoppen, Gregg Lovrovich
Maritime Pier Committee Chairs

Co-chairs:

Guy Hoppen (fisherman, Gig Harbor Arts Commission) - Gregg Lovrovich (fisherman, Gig Harbor Commercial Fisherman's Club president)

Committee Members:

Jack Bujacich (former mayor, retired Pierce Co Council) - John Bare (past commodore Gig Harbor Yacht Club, M/V Katawa)
Chris Erlich (Gig Harbor Peninsula Historical Society) - Jon Paterson (Int'l Retired Tugboat Assoc, tug "Joe")
Lita Dawn Stanton (Pierce Co Landmarks Commission, Gig Harbor Design Review Board) - Walt Williamson (owner Gig Harbor Marina)
John McMillan (designer, McMillan Design, Inc.) - Laureen Lund (Gig Harbor Tourism Marketing Director)

8402 Goodman Drive, Gig Harbor, WA 98332 (253) 851-5214

Webster's maritime definition:

mar' i time -- bordering on, or situated, living, or found near, the ocean. -- connected with the sea in respect to navigation, commerce, etc.; pertaining to, or having to do with, navigation and naval affairs or shipping and commerce by sea.

The Gig Harbor Maritime Pier committee is a citizens group interested in promoting the construction of a multiple use pier and float system on Gig Harbor Bay. The Maritime Pier would connect, for easy pedestrian and vehicle access, to Harborview Drive. The Pier would be available to commercial and non-commercial mariners alike for loading and unloading purposes and available for the public to enjoy.

Currently Gig Harbor offers mariners the Jerisich Park mooring facility as well as several other waterfront viewpoints which, while meeting some needs of our maritime guests, falls short of providing a vehicle and pedestrian accessible loading and unloading maritime facility for the public. Jerisich Park is often crowded and is legally unavailable for use by commercial mariners.

The Gig Harbor Maritime Pier together with Jerisich Park would form a more complete and valuable civic waterfront while providing the public a unique opportunity to experience Gig Harbor's working waterfront heritage.

With the addition of the Maritime Pier, Gig Harbor can take its place among towns in Puget Sound where maritime piers are found such as Friday Harbor, La Conner, Everett, Blaine, Anacortes, Bellingham, and Port Angeles.

The mooring faces of the various piers range from 50 feet to 190 feet. All piers are accessible by vehicles. All piers are available as short term maritime loading and unloading facilities. Some towns have tailored the piers and float systems to their individual maritime needs. All piers are for public use accommodating pleasure boats, commercial fishing vessels, water taxis, charter vessels, etc.

The Pier Proposal

- A pier to deep water with a perpendicular face of at least 75 feet at its outer end.
- Vehicle access from Harborview Drive to the end of the pier.
- A 100 foot float alongside the pier with wide ramp access to the pier.
- Uplands that encourage public access and viewing. Walking paths from Harborview Drive to the outer end of the Maritime Pier.

Co-chairs:

Guy Hoppen (fisherman, Gig Harbor Arts Commission) - Gregg Lovrovich (fisherman, Gig Harbor Commercial Fisherman's Club president)

Committee Members:

Jack Bujacich (former mayor, retired Pierce Co Council) - John Bare (past commodore Gig Harbor Yacht Club, M/V Klatawa)
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 John McMillan (designer, McMillan Design, Inc.) - Lauren Lund (Gig Harbor Tourism Marketing Director)

Why should the community of Gig Harbor embrace the Maritime Pier proposal?

ACCESS. Current public access from town to the of the waters of Gig Harbor and Puget Sound is incomplete. The Maritime Pier would address this issue by becoming a main artery from Harborview Drive to Gig Harbor Bay complimenting other smaller, more restrictive public waterfront facilities.

Benefits the Maritime Pier would bring to the community of Gig Harbor include:

- Access to, and preservation of, a local, living waterfront heritage which is currently not available or preserved for the public to enjoy. This might be best achieved by including the Maritime Pier on a property with an existing net shed.
- A short term (hourly) maritime loading and unloading facility with vehicle access to Harborview Drive.
- Low impact development of a waterfront property ensuring perpetual waterfront views and waterfront access for area residents and visitors.
- Safe waterfront and over-water access by children, their elders, and those people uncomfortable with the small width and lack of safety railings inherent in a float system.

Maritime Pier uses:

Vessels

- Water taxis
- Commercial fishing vessels
- Historical vessels
- Recreational boats
- Work boats

Groups

- Historical educational for school/museum groups
- A larger waterfront site for special occasions such as the Blessing of the Fleet and visits by larger historical vessels

Other features

- Preferred location for The Fisherman's Memorial
- Historical signage
- Benches, walkways, & tables

Co-chairs:

Guy Hoppen (fisherman, Gig Harbor Arts Commission) - Gregg Lovrovich (fisherman, Gig Harbor Commercial Fisherman's Club president)

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MITCH BARKER, CHIEF OF POLICE MB
SUBJECT: APRIL INFORMATION FROM PD
DATE: MAY 17, 2002

The April activity statistics are attached for your review.

The Reserves volunteered 122.5 hours in April. This included patrol, court transports, and training. We have one new applicant that has passed his background and will begin training with the department in June.

The Marine Services Unit had no field activity. Two officers attended the basic Marine Law Enforcement course that resulted in 97 hours of training time and 11 hours of administrative/maintenance time. We also displayed the boat and gave water safety information to the public at the Health and Safety Expo.

The bicycle patrol was used for 5.5 hours in April.



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GIG HARBOR POLICE DEPARTMENT

MONTHLY ACTIVITY REPORT

April 2002

	<u>April</u> <u>2002</u>	<u>YTD</u> <u>2002</u>	<u>YTD</u> <u>2001</u>	<u>% chg</u>
CALLS FOR SERVICE	445	1903	1743	9%
SECONDARY OFFICER ASSIST	58	302	----	N/A
CRIMINAL TRAFFIC	12	46	71	-35%
TRAFFIC INFRACTIONS	73	280	237	18%
DUI ARRESTS	6	19	39	-51%
FELONY ARRESTS	4	37	16	131%
WARRANT ARRESTS	9	27	13	108%
MISDEMEANOR ARRESTS	12	59	64	-8%
CASE REPORTS	106	431	428	1%
REPORTABLE VEHICLE ACCIDENTS	21	65	114	-43%