

Gig Harbor City Council Meeting



**March 26, 2001
7:00 p.m.**

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING

March 26, 2001 - 7:00 p.m.

CALL TO ORDER:

PUBLIC HEARINGS:

1. Amendments to Ordinance 868 - Type IIIA Permits and Final Plat Extensions.
2. First Reading of Ordinance - Binding Site Plans.

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meetings of March 12, 2001.
2. Correspondence / Proclamations:
 - a) Proclamation - Friends of the Library.
 - b) Proclamation - Building Safety Week.
 - c) Letter from Forever Green, dated 3/14/01.
 - d) Letter from Forever Green, dated 2/27/01.
 - e) Letter from Mobile Home Owners of America.
 - f) Letter from Department of Ecology.
 - g) Letter from Eric Morton, Gig Harbor.
 - h) Letter from Brock Cooper, Scout.
 - i) Letter from Daniel Predoehl, Gig Harbor.
3. Reappointments to Building Code Advisory Board.
4. Orthophoto and Topographic Data License Agreements - Triathlon Ltd.
5. Kimball Drive Improvement Project, CSP-9811 - Bid Award.
6. Kimball Drive Improvement Project, CSP-9811 - Consultant Services Contract - Materials Testing.
7. Kimball Drive Roadway Improvement Project - Consultant Services Contract - Construction Survey Services.
8. Grandview Street Watermain Replacement Project - Purchase Authorization.
9. Approval of Payment of Bills for March 26, 2001.
Checks #32325 through #32446 in the amount of \$238,151.91.

OLD BUSINESS:

1. Second Reading of Ordinance - Amendments to Ordinance No. 868 - Type IIIA Permits and Final Plat Extensions.
2. Second Reading of Ordinance - Amendment to GHMC Chapter 17.04 - Definitions for Sales, Retail, and New Definition for Binding Site Plans.
3. Nominations to the Zoo/Trek Authority Board.

NEW BUSINESS:

1. First Reading of Ordinance - Binding Site Plans.
2. Assigned Counsel Agreement.
3. Street Light Operation Easement and Use Agreement - Greyhawk Homeowners Association.
4. Pump Station 3A Project, CSSP-0002 - Bid Award.

STAFF REPORTS:

GHPD - 2000 Year End Report and February Stats.

PUBLIC COMMENT:

Forever Green Report.

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

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

ADJOURN:

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DRAFT

GIG HARBOR CITY COUNCIL MEETING OF MARCH 12, 2001

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

CALL TO ORDER: 7:07 p.m.

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of February 26, 2001.
2. Correspondence / Proclamations:
 - a) Proclamation - National Day of Prayer.
 - b) PSRC - Meeting Notice
 - c) P.C. Public Works - Ownership Change at Land Recovery, Inc.
3. Liquor License Renewals - Maritime Mart; Eagles; Gig Harbor Texaco; Tides Tavern.
4. Resolution - Final Plat Approval - Mallards' Landing.
5. Burnham Drive Watermain Extension - Bid Award.
6. Burnham Drive Watermain Extension - Materials Testing - Consultant Services Contract.
7. City of Gig Harbor Civic Center - Constructability Review - Consultant Services Contract.
8. Approval of Payment of Bills for March 12, 2001.
Checks #32225 through #32324 in the amount of \$207,741.61. #32229 void.
10. Approval of Payroll for the month of February.
Checks #605 through #655 in the amount of \$188,505.26.

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

OLD BUSINESS:

1. Second Reading of Ordinance - Vacation of Front Street. David Skinner, Public Works Director, presented this ordinance to vacate Front Street. He added that there was no comment at the public hearing and recommended approval.

MOTION: Move to adopt Ordinance No. 877 as presented.
Dick/Picinich - unanimously approved.

NEW BUSINESS:

1. Morgan Water Extension. Mark Hoppen, City Administrator, presented this request from Mr. & Mrs. Paul Morgan for one ERU of water for a residence located on 55th St. Ct. NW. He explained that his was the last remaining lot in this subdivision, which is served by the city-owned Rushmore system.

MOTION: Move to approve the contract as proposed to allow the property to hook up to the city's water system.
Dick/Picinich - unanimously approved.

2. Solid Waste Interlocal Agreement. Mark Hoppen presented the Interlocal Agreement with Pierce County for Solid Waste and added that the city has been partners in a similar agreement since 1993. Carol Morris, Legal Counsel, voiced her concerns regarding the arbitration language contained in the document, as well as the indemnification terms. She recommended changes to these sections, and Council directed her to approach Pierce County with these amendments prior to bringing the agreement back for approval.

3. First Reading of Ordinance - Amendments to Ordinance No. 868 - Type IIIA Permits and Final Plat Extensions. John Vodopich, Planning Director, explained that changes to allow one-year extensions to final plats and to change preliminary plats to a Type III-A permit applications had been left out of the ordinance passed at the last meeting. He said that this ordinance amending Ordinance No. 868 would return for a second reading at the next meeting.

4. First Reading of Ordinance - Binding Site Plans. John Vodopich explained that the City Attorney had proposed significant changes to this ordinance, and asked that the City Council hold a public hearing at the next meeting to consider this ordinance establishing Chapter 16.11 of the Gig Harbor Municipal Code.

5. First Reading of Ordinance - Definitions for Sales, Retail, and New Definition for Binding Site Plans. Mr. Vodopich presented this ordinance, which would be necessary if Chapter 16.11, Binding Site Plans, was adopted. He gave an overview of the changes to the definition section and answered questions. He was asked to clarify the meaning of "*of small quantities*" before the second reading.

6. First Reading - Rescinding the Moratorium on PUD/PRDs. John Vodopich introduced this ordinance, which rescinds the moratorium currently in place on the acceptance of PUD/PRDs. Carol Morris explained that the ordinance setting the moratorium stated that Council needed to specifically terminate the moratorium by ordinance.

MOTION: Move to adopt Ordinance No. 878.
Picinich/Ruffo - unanimously approved.

7. Crescent Creek Restoration Project - Biological Evaluation - Consultant Services Contract. David Skinner explained that erosion along the bank of Crescent Creek at the City Park had created a potentially dangerous situation. He explained that an evaluation was required to identify any impacts to endangered species before proceeding in restoration of the stream bank, and recommended approval.

MOTION: Move to approve execution of the Consultant Services Contract with Applied Environmental Service, Inc., in an amount not to exceed five thousand nine hundred fifty dollars and no cents (\$5,950.00).

Ruffo/Picinich - unanimously approved.

8. Appointments to the Citizen's Shoreline Review Committee. John Vodopich explained that at the end of last year, the process began to revise and update the Shoreline Management Master Program. He said that the project called for the establishment of a Citizen's Advisory Committee, and described the process to solicit interest in serving on the committee. He recommended appointment of the eleven individuals.

MOTION: Move to appoint the eleven individuals identified on the list to the City of Gig Harbor Citizen's Shoreline Review Committee.
Ruffo/Picinich - unanimously approved.

9. Nomination for Board of Commissioners for Pierce Transit. Mayor Wilbert presented this letter from Pierce Transit asking for interest in serving on the Board of Commissioners. She added that the meetings would conflict with City Council Meetings, but she did not wish to make the decision not to respond to the request. No action was taken.

STAFF REPORTS:

David Skinner, Public Works Director, said he wanted to keep Council apprised of the water situation. He explained that the city was down to approximately 52,000 gallons per day, which equates to 167 ERUs, with two applications pending for approximately 6 or 7 ERUs.

John Vodopich, Planning Director, announced that he had completed the interview process for the Building Official/Fire Marshal position, and that an offer had been accepted by Kim Lionnais. He gave a brief overview of Mr. Lionnais' experience, and added that he would begin work on April 2nd.

PUBLIC COMMENTS:

A Vision for Community Needs Placement - Len McAdams. Mr. McAdams spoke on behalf of the Lions Club, Cultural Arts Commission, and FISH. He presented their vision for a future community use of the city facilities on Judson after construction of the new Civic Center. He stressed that this was a concept, not a proposal, and gave an overview of their idea for use of the properties. He asked that Council consider this option to promote partnership and good citizenship.

Council directed Mark Hoppen to perform a market analysis to determine sale and lease options for the properties.

COUNCIL COMMENTS / MAYOR'S REPORT:

Mayor Wilbert announced that she had received two invitations, and that she would be attending the first function at Ft. Lewis in honor of National Women's History Month. She said she had also received an invitation from McChord Air Force Base to attend the ceremony in celebration

of the arrival of the newest C-17, *Spirit of the Cascades*. She extended the invitation to Councilmembers.

ANNOUNCEMENT OF OTHER MEETINGS: None.

EXECUTIVE SESSION: For the purpose of discussing pending and potential litigation per RCW 42.30.110(i) and employment per RCW 42.30.110(g).

MOTION: Move to adjourn to Executive Session at 7:45 p.m., for the purpose of discussing pending and potential litigation per RCW 42.30.110(i) and employment per RCW 42.30.110(g) for approximately 30 minutes.
Picinich/Ruffo - unanimously approved.

MOTION: Move to adjourn return to regular session at 8:14 p.m.
Picinich/Ruffo - unanimously approved.

MOTION: Move to authorize the execution of the contract with Charles Lean, providing that the City Attorney can remove the language regarding conflict of interest.
Dick/Ruffo - unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 8:14 p.m.
Ruffo/Picinich - unanimously approved.

Cassette recorder utilized.
Tape 610 Side A 305 - end.
Tape 610 Side B 000 - end.

Mayor

City Clerk

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, Friends of the Library groups are community-based groups of citizens who promote, encourage and enhance the work of their local library; and

WHEREAS, in Gig Harbor, there are many Friends of the Library groups; and

WHEREAS, these groups raise funds annually to enhance the services of local libraries; and

WHEREAS, the members volunteer countless hours of service to their local library; and

WHEREAS, dedicated citizens assist libraries in volunteering time, raising money and communicating the library's services; and

WHEREAS, Friends of the Library groups are vital to the enhancement of libraries in Washington state;

NOW THEREFORE, I, Gretchen Wilbert, Mayor, do hereby proclaim the week of April 1, 2001 as

FRIENDS OF THE LIBRARY WEEK

In Gig Harbor, and I urge all citizens to recognize and applaud the invaluable service of the Library Friends groups.

Gretchen A. Wilbert, Mayor

Date

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, providing standards that help to ensure public safety in the design, construction and use of buildings is essential for the welfare of the citizens of our community; and

WHEREAS, among our laws and ordinances are those which provide standards for the safe construction and maintenance of the buildings in which our citizens live, work and play; and

WHEREAS, through the efforts of our building division staff, and their working relationship with the design and construction industries, the administration of these safety standards is assured; and

WHEREAS, to promote building safety in all communities, state and local governments along with organizations such as the International Code Council, the International Conference of Building Officials, The Building Officials and Code Administration International, the Southern Building Code Congress International, the Washington Association of Building Officials, and other partners are observing International Building Safety Week;

NOW, THEREFORE, I, Gretchen Wilbert, Mayor, along with the City Council of the City of Gig Harbor hereby proclaim the week of April 8th - 14th of 2001 to be:

City of Gig Harbor
The "Maritime City"
INTERNATIONAL BUILDINGS SAFETY WEEK

PROCLAIMED by the City Council of the City of Gig Harbor, March 26, 2001.

Gretchen A. Wilbert, Mayor

Date



City of Gig Harbor. The "Maritime City"

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

March 21, 2001

Attn: Ella Farrell
Forever Green
3600 Port of Tacoma Road
Suite 106J
Tacoma, WA 98424

Dear Friends:

Thank you for your letter of March 14th reflecting on our responsibility to look toward the future to provide needed parks and recreational opportunities for our increasing population.

Within the next few weeks, the recreation interests within our Gig Harbor/Key Peninsula area will come together in our own Summit to create a plan for location of needed facilities. A consortium of representatives from Pierce County Parks, Peninsula Parks, the Peninsula School District and the City will meet with all the citizen sports groups to consider their needs.

This Summit follows review of the results of the Cultural and Recreational Survey request form sent to each customer of the Peninsula Light Company in their February billing.

Your invitation will be shared with the City Council and the community. Thank you for providing a Policy Maker Summit in Tacoma. I plan to attend and look forward to the partnership of ideas.

Sincerely,

Gretchen A. Wilbert
Mayor, City of Gig Harbor

C: Gig Harbor City Councilmembers
Mark Hoppen, City Administrator, Gig Harbor

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CITY OF GIG HARBOR



forwardtogether@msn.com

3600 Port of Tacoma Road, Suite 106J

Tacoma, Washington 98424

P 253.896.4230

F 253.896.4231

March 14, 2001

Mayor Gretchen Wilbert
Mayor City of Gig Harbor
PO Box 145
Gig Harbor, WA 98335

Dear Mayor Wilbert:

As an elected official charged with responsibility for park and recreation policy and budget, you face the challenge of providing services to the exploding population in your jurisdiction and throughout the county.

The recent ForeverGreen study revealed that we don't have enough park and recreation services now and that county-wide, we will need at least \$300 million beyond anticipated revenues to serve the 210,000 additional residents projected to live in Pierce County by 2017.

The public expects us to take action and they delivered a clear mandate in the study. This mandate directs those of us who provide park and recreation services to adopt new ways of doing business and to operate as one coordinated system in order to sustain the level of services citizens expect.

Citizens view services throughout the county as one regional system and they expect us to have the same regional perspective. The public is saying it is time for the many multiple sub-systems to act as one system – to make decisions and set policy as one system. Their directive is clear: think regionally, act locally, and work together for the benefit of all.

We are ready to meet the public challenge – to cooperate, collaborate and coordinate our efforts to deliver more effective and efficient park and recreation services. We will begin this work in April with a Policy Maker Summit and we ask you to join us. As we all address the funding implications of Proposition 1, we think the timing couldn't be better.

Policy Maker Summit
Wednesday, April 4th, 2001
5:30pm – 7:00pm
Washington State History Museum, Mount Tahoma Auditorium



This is our opportunity to come together and explore what this new system will mean for our respective jurisdictions and, indeed, the whole county. This is our opportunity to take decisive action in response to the public mandate and send a clear, consistent message of regional thinking and cooperation to parks managers and staff.

Become part of this critical work for the future of our community. We urge your participation and attendance.

Please RSVP to Ella Farrell at Forward Together (253) 896-4230 or forwardtogether@email.msn.com.

John W. Ladenburg, Pierce County Executive

Ray P. Tennison, President, Simpson Invest. Chair, ForeverGreen

Norm Dicks, U.S. Representative

William Weyerhaeuser, Fiduciary Counseling

Debbie Regala, Washington State Senator

Frank Underwood, Grantmaker Consultants Chair, Forward Together

William Harrison, Mayor, City of Lakewood

Ross Hjelseth, Board Member, Metro Parks

Mike Crowley, Mayor, City of Tacoma

Kathy Orlando, President, Tacoma Schools

Wendell Brown, Chair, Pierce County Council

Barbara Skinner, Mayor, City of Sumner

ForeverGreen Council

Ray Tennison, Chair
President, Simpson Investment Co.

John Barfine, Counsel
Williams Kastner & Gibbs

Ernie Bay
Community Representative

Sam Bell, Executive Director
Tacoma Public Schools

Lowell Butson, Executive Director
The Murray Foundation

Robert Carlson, Manager
The Puyallup Fair

Brad Cheney, President
Cheney Capital Investments, Inc.

Paul Cyr, Senior Planner
Barghausen Crsltg. Engrs., Inc.

Andie Gernon, Facilitator
Lakewood Human Svcs. Clbrtn.

Margy McGroarty, President
Grtr. Tacoma Cmnty. Fndn.

Andrew Neiditz, City Administrator
City of Sumner

Ken Price, Dir. Buildings & Grounds
Tacoma Public School District

Byron Olson, Director of Administration
Metro Park District of Tacoma

Bill Pugh, Director of Public Works
City of Tacoma

Hon. Debbie Regala, 27th Dis. Senator
Washington State Legislature

Jan Shabro, Council Member
Pierce County District No. 1

Hon. Barbara Skinner, Mayor
City of Sumner

John Thompson, Secretary-Treasurer
P.C. Central Labor Council

Frank Underwood, President
Grantmaker Consultants, Inc.

El Vandeberg, Attorney-at-Law
Vandeberg Johnson Gandara

Ron Pierre Vignec, Pastor
Salishan Lutheran Mission

Jack Wilson, Executive Director
Metro Park District of Tacoma

Jan Wolcott, Director
P. C. Parks & Recreation

Paul E. Miller, Executive Director
Forward Together



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forwardtogether@msn.com

3600 Port of Tacoma Road, Suite 106J

Tacoma, Washington 98424

P 253.896.4230

F 253.896.4231

February 27, 2001 OF GIG HARBOR

City Clerk
3105 Judson Street
Gig Harbor, WA 98335

Dear Sir or Madam,

We respectfully request presentation time on the City Council Agenda.

The ForeverGreen Study Project was initiated by Forward Together, a group of community leaders concerned with sustaining and enhancing the quality of life in Pierce County. The ForeverGreen Council launched a study project to gather information and data about the current park and recreation systems.

The ForeverGreen Council learned that citizens in Pierce County value and expect access to a network of comprehensive, high quality, park and recreation services. The also learned that at the current level of services and facilities, the multiple park and recreation systems serving the greater Pierce County community are experiencing a \$3 million shortfall in revenue to meet costs.

ForeverGreen recommends that park and recreation service providers collaborate as one coordinated system to most effectively and efficiently deliver services and resources to citizens in the Pierce County community.

We would appreciate the opportunity to present our findings and ask for your council's support as 2001 will be a year of action for ForeverGreen.

Thank you for your time. Please feel free to contact me at the numbers shown above.

Ella Farrell
Administrator
Forward Together



City of Gig Harbor. The "Maritime City"

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

March 21, 2001

Helen M. Spencer
MHOA Director
Mobile Home Owners of America, Inc.
P.O. Box 753
Bothell, WA 98041

RE: Gig Harbor Mobile Homeowners

Dear Ms. Spencer:

Thank you for the information on your effort to speak for the needs of residents in mobile and manufactured home parks in your Third District of the Mobile Home Owners of American, Inc.

I'm pleased to say we in Gig Harbor share your concerns and provide an "open door" for any of our/your resident citizens to address their needs. The resident managers of these facilities are critical to providing a happy neighborhood for the homeowners. We give credit to the homeowners associations working in partnership with their management and government in creating a livable community of mobile and modular homeowners.

If you have any information on inadequate service provided by our city, please call me at (253) 851-8136.

Sincerely,

Gretchen A. Wilbert
Mayor, City of Gig Harbor

C: Mark Hoppen, City Administrator, Gig Harbor
John Vodopich, Planning Director, Gig Harbor
David Skinner, Public Works Director, Gig Harbor

MHOA

Mobile Home Owners of America, Inc.

March 12 2001.

Dear Mayor and City Council,

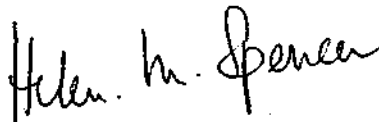
My name is Helen Spencer, and I am the Director of the Third District of the Washington State Mobile Home Owners of America, (MOHA). MOHA, is a non-profit organisation with branches in several Manufactured Home parks in Washington State, and whose mission is:-
To represent residents of manufactured home parks,
To inform them of their rights and obligations under the Washington State Legislative Statutes related to Mobile and Manufactured Housing,
To answer residents' questions, and to interpret the aforesaid statutes as far as we are able, and to give advice gained from our experience,
To provide a link with the State Office of Community, Trade and Economic Development, (CTED),
and to lobby the legislature for passage of bills benefiting our constituency.

To this end MOHA has an office with an eight hundred telephone number, a Secretary, and President or other officer, to respond to queries and problems, a bi-monthly newsletter, (Mobile Home Living), and an elected board of officers who meet bi-monthly. Members of MOHA pay annual dues of \$24.00, which together with some advertising revenues help to defray our expenses. Although we do considerable mailing for the State, and are CTED's point of referral for questions regarding mobile home living, we are not in receipt of any State funding.

Our roster reveals that you have one or more manufactured home parks in your City; these are residential areas composed of citizens with low to moderate incomes usually, and also are often designated for Seniors of 55+ or 65 years of age or better. The increasing rents, leases and conditions in many of these parks are of considerable concern to us, as we are cognisant of the loss of much of this type of housing in the recent past, and the need to nurture their existence.

In view of these facts, we are asking if your City could either join MOHA with a donation of \$24.00, or given the necessary and good work we do support us from your discretionary funds, with a monetary donation, so that we may continue to support these citizens in their chosen way of life, by advancing their interests in Olympia, and protecting their interests in their parks?

Very truly yours



Helen M Spencer, MOHA Director.

10137 Main, Bothell, Washington 98011
P.O.Box 753, Bothell, Washington 98041
1-800-456-6064 (425) 485-4343



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

P.O. Box 47600 • Olympia, Washington 98504-7600
(360) 407-6000 • TDD Only (Hearing Impaired) (360) 407-6006

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MAR 20 2001

CITY OF GIG HARBOR

March 16, 2001

Ms. Gretchen Wilbert
Mayor, City of Gig Harbor
3105 Judson Street City Hall
Gig Harbor WA

Dear Ms. Wilbert:

The purpose of this letter is to inform you of the Department of Ecology's involvement with an area-wide arsenic and lead contamination investigation. Several on-going and completed studies identify soil contamination in King and Pierce Counties that is suspected to be a result of the operation of the Asarco Copper Smelter in Ruston. This investigation is a part of the Tacoma Smelter Plume Project. Washington State Department of Ecology (Ecology) has released a study, "Survey of Typical Soils Arsenic Concentrations in Residential Areas of the City of University Place," showing higher than normal levels of arsenic and lead in soil. The enclosed information packet includes a *Focus Sheet* and a summary of the data found in the above study. Figures 1 and 2 show the University Place Study area and sample locations. After March 26, you can view the study at http://www.ecy.wa.gov/programs/tcp/sites/tacoma_smelter/ts_hp.htm.

In 1999 the Seattle-King County Health Department released a study of arsenic and lead on Vashon and Maury Islands and part of King County. Four hundred and seventeen samples were taken from undisturbed soils in forested areas where contamination was likely to be highest. In nearly 75 percent of the samples, the levels of arsenic and lead exceeded the residential soil cleanup level of 20 parts per million (ppm) and 250 parts per million respectively, set by Ecology under the Model Toxics Control Act. Subsequently, Seattle-King County Health has completed sampling of child use areas such as schoolyards and day care centers on Vashon-Maury Islands. Results of this sampling effort will be released late this spring. A third study is underway to begin to determine the extent of contamination in King County. The King County study area is shown on Figure 3.

The University Place study is part of this larger effort, and it is anticipated that the communities affected will be involved in decisions leading to action, which will take place over an extended time period. Residential soil samples in University Place showed some elevations in arsenic and lead. While the arsenic and lead contamination does not constitute a public health emergency, we are concerned about the public's chronic exposure to low levels of these contaminants over a long period of time. Public Health-Seattle & King County have developed a web page to answer

March 16, 2001

Page 2

questions about arsenic and lead, and provide guidance for reducing exposures. The link is <http://www.metrokc.gov/health/hazard/arsenic.htm>.

From our previous studies, we have found that arsenic and lead concentrations are generally higher in undisturbed areas than in recently developed areas. We are also finding that older residences tend to have higher contamination levels than newer, due to metal depositions not being disturbed by landscaping, or movement of soils. Soil that has been moved or involved in construction likely has lower levels of contaminants.

As part of our next steps, we would like to work with you and your community to develop a method for keeping information current and accurate. Joyce Mercuri, Ecology's Pierce County Site Manager, and I will be in touch with community groups and local government to encourage public involvement. If you have any questions, please contact Molly Gibbs, Public Involvement Coordinator, at (360) 407-6179.

Sincerely,

A handwritten signature in cursive script that reads "Molly Gibbs".

Molly Gibbs

MLG:
Enclosure



Focus

Tacoma Smelter Plume

Background

It is a well-known fact that air emissions from Washington's copper smelters have caused widespread, low-level arsenic and lead contamination of soils. A study recently released by Public Health - Seattle & King County confirmed elevated levels of these contaminants in soils of Vashon and Maury Islands, and along the shoreline between West Seattle and south King County. A study released in March of 2001, conducted by Ecology, also confirms elevated levels of arsenic and lead in the soils of University Place in Pierce County.

The probable source of much of the surface soil contamination is from the now-closed Asarco (American Smelting and Refining Co.) copper smelter plant that operated at Ruston near Tacoma. Arsenic occurs naturally in many kinds of rock, especially in ores that contain copper or lead. Contaminants from the smelter smokestack were spread by wind over a large area. We call the area affected by the smelter emissions the Tacoma Smelter Plume site. The exact size and shape of the area affected by the smelter is not known. The concentrations of arsenic and lead in surface soils generally decrease as we sample farther away from the old smelter facility. According to recent studies conducted by Ecology and the U.S. Geological Survey, the naturally occurring background level of arsenic in Puget Sound is typically below 7 parts per million.

University Place

In March 2001, Ecology released a sampling study of residential soils in University Place that confirms arsenic contamination is present. University Place was chosen because a study conducted by the Tacoma Water Department for a different project found elevated arsenic and lead in undisturbed areas of that city, such as parks and undeveloped properties. The soil study showed that 60% of the residential yards sampled contained arsenic above 20 parts per million (ppm), although in 80% of all yards sampled, arsenic was below 40 ppm. The average arsenic level found is 26.4 percent. The state cleanup standard for arsenic is 20 ppm. Levels found are comparable to or somewhat lower than those found on Vashon-Maury Islands. The residential study also evaluated lead, which was not found above the state cleanup standard of 250 ppm. Both the front and back yards of 59 properties were sampled. Samples were taken from each yard at depths of 0-2 inches, 2-6 inches, and 6-12 inches. The maximum arsenic found was 163 ppm at the 0-2 inch depth, and the maximum lead found was 227 ppm. Older residences tended to have higher levels of the contaminants than newer.

Although the study focused only on University Place, Ecology believes other areas of Tacoma and Pierce County affected by the smelter are likely to have similar levels of contamination. To see a copy of the study, see the Tacoma Smelter Plume site at http://www.ecy.wa.gov/programs/tcp/sites/tacoma_smelter/its_fs.htm.

UP Study Summary Sheet*¹

Summary of Residential Study Findings:

- **59 Properties were sampled, comprised of 118 Samples including front and back yards**
- **5 samples from each yard at 0-2", 2-6", 6-12" depths**
- **20 parts per million is the state clean up standard**
- **The average arsenic level found is 26.4 ppm**
- **Maximum Arsenic: 163 ppm (at the 0-2" interval)**
- **Maximum Lead: 227 ppm**

- **40% of the property averages (front/back yard averages) are less than 20 ppm. 60% are greater than 20 ppm.**
- **80% of the property averages less than 40 ppm**
- **Arsenic is highest in the top 0-6 inches of soil**
- **Front yards slightly lower than back yards**
- **Older residences tended to have higher concentrations**

¹ *"Survey of Typical Soils Arsenic Concentrations in Residential Areas of the City of University Place"*
Washington State Department of Ecology, EAP, Steve Golding



Figure 1. Location Map – University Place Study Area

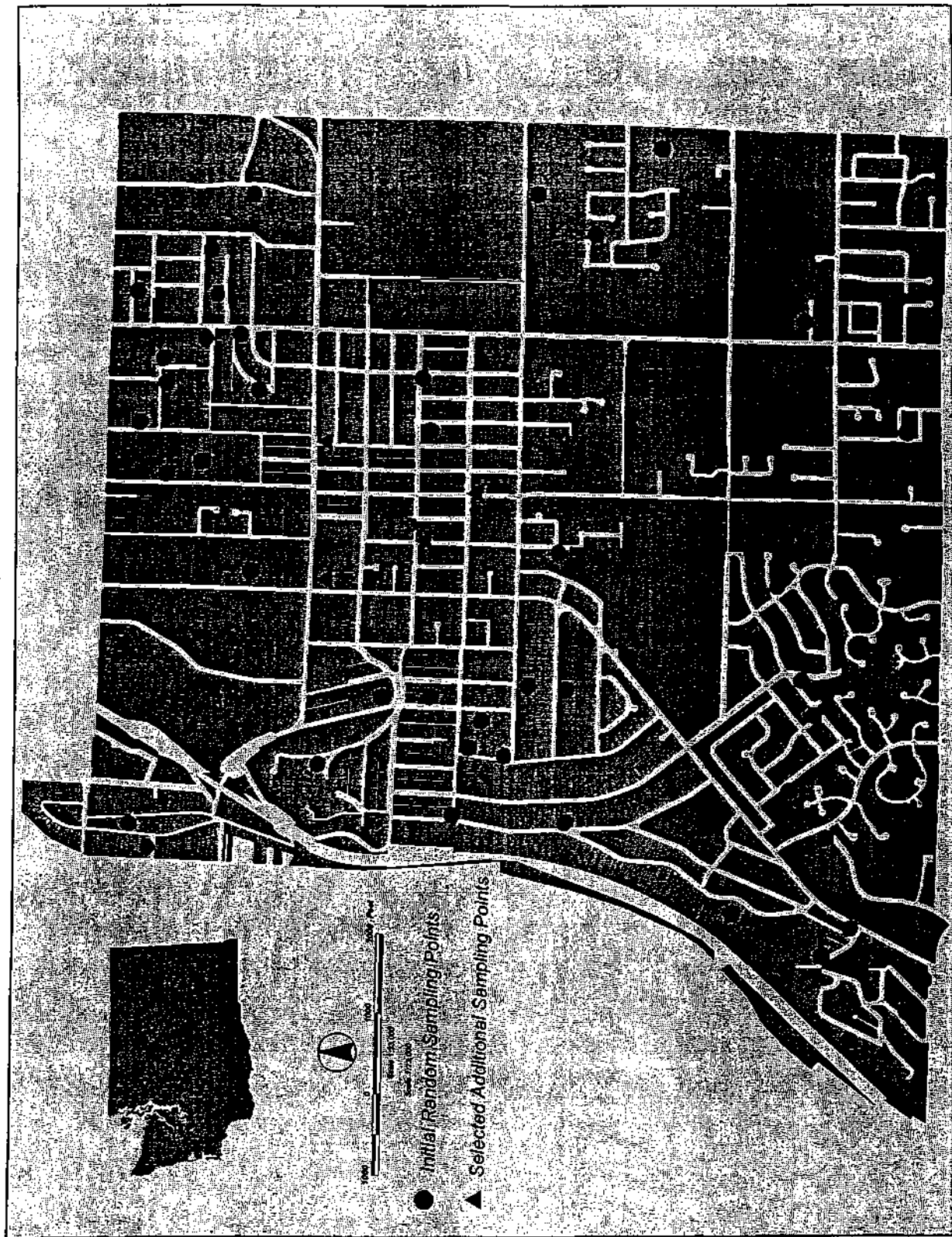


Figure 2. Sampling Locations – University Place Study

(Note: Results of the study are not property-specific, therefore specific levels of arsenic and lead are not associated with specific properties).

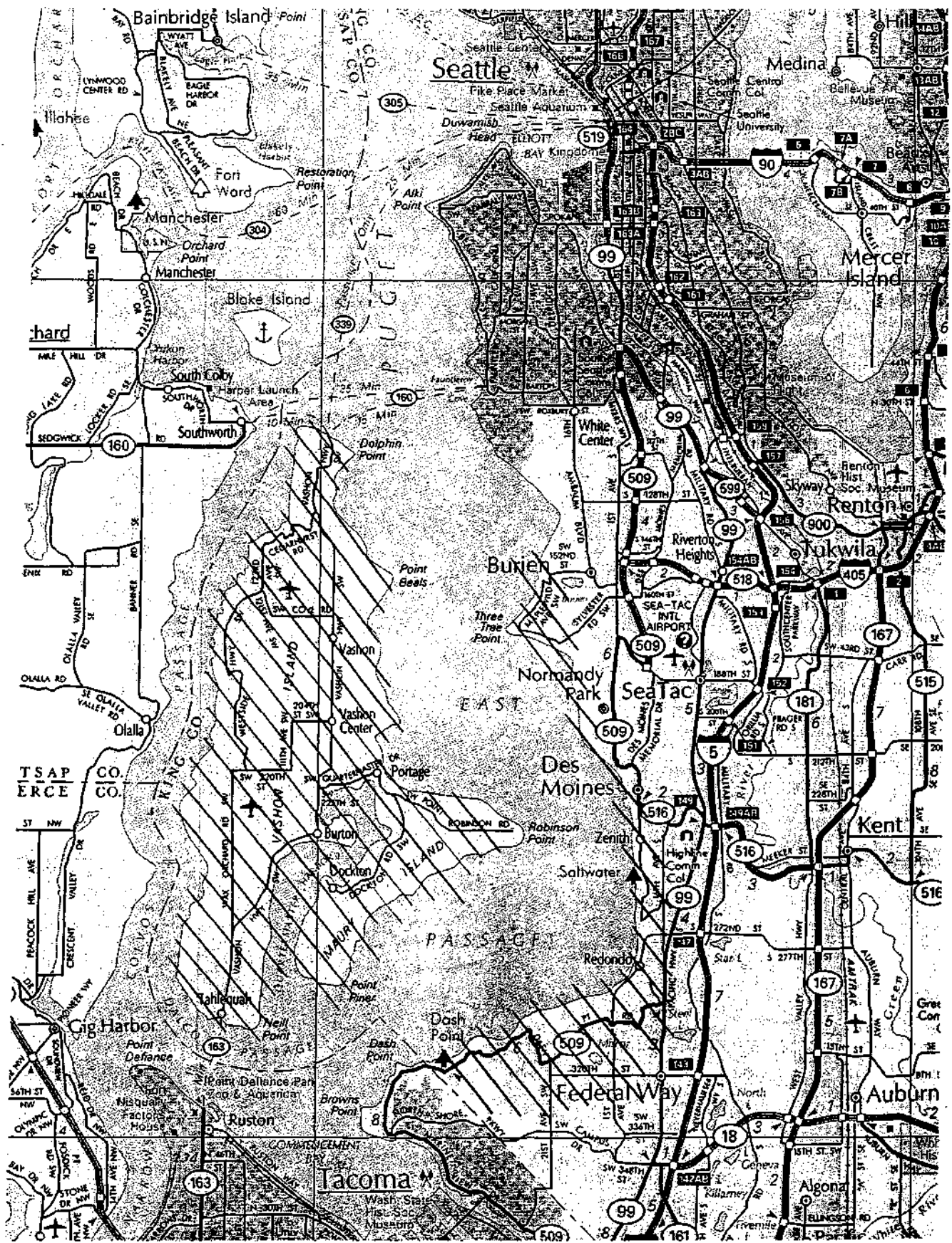


Figure 3. Location Map – 1999-2000 Seattle-King County Study Area



City of Gig Harbor. The "Maritime City"

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

March 21, 2001

Eric Morton
4106 66th Street NW
Gig Harbor, WA 98335

RE: After Dark Skate Park Event

Dear Eric:

Thank you for your letter on behalf of your student body of Gig Harbor High School. You are to be commended for creating ideas to provide fun and drug free activities for the community.

The idea of a one time event to rent lights and have an after dark skate park event is an interesting one. Currently, Gig Harbor Municipal Code 8.30.040, Hours of Use of Skate Park, prohibits use of the park from dusk to dawn. Consequently, unless the City Council changes the city code, your idea is not possible. Perhaps you might consider holding an event prior to dusk without the need for lighting.

If you would like, please call Mark Hoppen, City Administrator, at 851-8136 to arrange an appointment to discuss this further.

Sincerely,

Gretchen A. Wilbert
Mayor, City of Gig Harbor

C: Mark Hoppen, City Administrator, Gig Harbor
John Vodopich, Planning Director, Gig Harbor
David Skinner, Public Works Director, Gig Harbor

RECEIVED

Eric Morton
4106 66th St. NW
Gig Harbor, WA 98335
(253) 851-8603

MAR 13 2001

CITY OF GIG HARBOR

Mrs. Gretchen Wilbert
Mayor of Gig Harbor

Dear Mrs. Wilbert,

I am the ASB President at Gig Harbor High School writing to you on behalf of the student body. It has been brought to my attention that many students at Gig Harbor, and kids of the community would like the opportunity to skateboard at the city skate park after dark. I have had the idea to rent lights and put on a skate night at the skate park sometime during the spring.

Our goal is to have a fun, drug-free activity for all high school students and community members. This event will bring together students with a wide range of interests and will be a wonderful opportunity for the city of Gig Harbor to unite. I have many questions regarding this activity and I would like to meet with you sometime to discuss our plans in better detail. Thank you so much for all of your support and I hope to meet with you soon.

Sincerely yours,

Eric Morton

Eric Morton
851-8603

March 12, 2001

RECEIVED
MAR 14 2001
CITY OF GIG HARBOR

Dear Mayor,

My name is Brock Cooper, I am a Boy Scout. I attended the City Council Meeting on Monday, March 12, 2001. I just wanted to express my opinion of what the Lions Club member said about the City Hall building being put to public use. I support the idea that it should be used for the community and service. Thank you for your consideration.

Sincerely,
Brock Cooper

RECEIVED

MAR 13 2001

CITY OF GIG HARBOR

March 6, 2001

Mayor Gretchen Wilbert
Gig Harbor City Hall
3105 Judson Street
Gig Harbor, WA 98335

Re: Teen Recreational Facilities

Dear Mayor Wilbert:

My name is Daniel Predoehl. I am seventeen years old and a senior at Tacoma Baptist High School. As a teenage resident of Gig Harbor, I have become concerned with the lack of facilities in Gig Harbor at which teenagers may spend their time; currently there are very few facilities of this nature. I believe it would be a great benefit to the community of Gig Harbor to incorporate facilities such as the following: a new bowling alley (to replace the one which was destroyed a few years ago), batting cages (which would be both beneficial to the baseball teams in Gig Harbor, as well as for the recreational use of the everyday public), and a larger movie theater (the current one is dilapidating quickly). Many people do not want to travel to Tacoma, Puyallup, or Port Orchard to use the facilities located there. I believe the addition of these types of recreational facilities would discourage the use of drugs and alcohol by high school students living in Gig Harbor. The addition of these facilities would not only add revenue to the city, but would also contribute greatly to the spirit and the life of Gig Harbor. Thank you for taking the time to read this letter and for considering my ideas.

Sincerely,



Daniel J. Predoehl
3810 16th Avenue Court NW
Gig Harbor, WA 98335



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP, DIRECTOR, PLANNING AND BUILDING
DATE: MARCH 26, 2001
SUBJECT: BUILDING CODE ADVISORY BOARD MEMBERS (BCAB)
TERM OF OFFICE AND ATTACHED RESOLUTION

INTRODUCTION/BACKGROUND

The attached resolution is submitted for your consideration. The terms of office of three BCAB members (Mr. Tom Bates, Mr. Al Mitchell, Mr. Jim Zusy,) have expired. Mr. Tom Bates has volunteered to serve on the BCAB for another three year term (ending December 31, 2003). Mr. Al Mitchell, PE has volunteered to serve on the BCAB for another one year term (ending December 31, 2001). Mr. Jim Zusy, PE has volunteered to serve on the BCAB for another three year term (ending December 31, 2003).

RECOMMENDATION

Staff is recommending adoption of the attached resolution, appointing members of the Building Code Advisory Board.

RESOLUTION NO. _____

WHEREAS, the Gig Harbor City Council on December 7, 1987 adopted Ordinance #526 which established the Building Code Advisory Board; and

WHEREAS, the Gig Harbor City Council on September 27, 1993 adopted Ordinance #649 which modified Ordinance #526; and

WHEREAS, the Gig Harbor City Council has adopted in Ordinances #526 & 649 guidelines for the appointment of Building Code Advisory Board members; and,

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

The following persons shall serve as members of the Building Code Advisory Board for the designated term beginning on January 1, 2001:

Mr. Tom Bates, AIA (Architect)	three year term
Mr. Al Mitchell, PE (Engineer)	one year term
Mr. Jim Zusy, PE (Engineer)	three year term

PASSED this 26th day of March, 2001

Gretchen A. Wilbert, Mayor

ATTEST:

Molly Towslee, City Clerk

Filed with city clerk: __/__/01
Passed by city council: __/__/01



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: ORTHOPHOTO AND TOPOGRAPHIC DATA LICENSE AGREEMENTS
- TRIATHLON, INC. AND TRIATHLON, LTD.
DATE: MARCH 20, 2001

INTRODUCTION/BACKGROUND

A budget objective for 2001 includes the purchase of GIS (Graphic Information System) Orthophoto and Topographic data and digital photogrammetric mapping services.

The attached agreements with Triathlon, Inc. and Triathlon, LTD, will provide fifty-two color digital Orthophoto tiles in uncompressed TIFF version 6 format, and delivered on CD-ROM. A digital file in ArcView format and topographic 2-foot contour tiles will be accessible immediately through Pierce County.

The Orthophoto License will provide the City a data set consisting of fifty-two color digital orthophotos to cover the Urban Growth Area and city limits of Gig Harbor.

The Topographic Data License will provide the City a data set consisting of thirty-four tiles of DTM data including; DEM, 2-inch contours and break line vector data, delivered in AutoCADD DXF format. The digital mapping portion of this agreement will provide 2-inch contour data within the city limits boundary.

The proposed orthophotos and digital photos will utilize 1998 Airborne GPS technology photos flown at a scale of 1"= 600' in color with ground control suitable for production of orthophotos at a 2.0 foot contour data, and 1"= 100' scale mapping that meets National Map Accuracy Standards.

Based on the relatively new technology of photogrammetry for GIS applications, Triathlon, Inc. and Triathlon, LTD., is the only provider for the required GIS technology. The contract to provide this information is considered a sole source contract. Triathlon, Inc. was contacted to provide the desired information due to their knowledge and background in the field of GIS orthophotogrammetry and their experience with other local agencies.

The agreements will provide the City the following data in GIS formats:

- 1998 Orthophoto Network License city limits and Urban Growth Area (52 tiles)
- 1998 Topographic data license for existing 2-inch contours (34 tiles)
- Planimetric and Topographic Mapping for city limits only
- DTM and 2-inch contours
- Building Residential
- Building Commercial

**MAYOR WILBERT AND CITY COUNCIL
ORTHOPHOTO AND TOPOGRAPHIC DATA LICENSE AGREEMENTS**

March 20, 2001

Page 2

- Edge of pavement
- Pavement markings on city streets
- Commercial parking lots
- Driveways
- Sidewalks
- Hydrography

FISCAL CONSIDERATIONS

This work was anticipated in the approved 2001 Budget. The Pierce County wide area network allows the City access to resources the City could not afford to purchase or support independently. The license agreements allow the City to utilize this software for our internal use only.

RECOMMENDATION

I recommend that the Council authorize execution of the License Purchase Agreement with Triathlon, LTD., and the contract agreement for digital mapping with Triathlon, Inc., in an amount not to exceed forty-four thousand four hundred twenty dollars and no cents (\$44,420.00).

TRIATHLON LTD.

LICENCE PURCHASE AGREEMENT

This AGREEMENT made as of the day of , 200

BETWEEN:

TRIATHLON LTD.

Address: 100-13511 Commerce Parkway, Richmond, BC, Canada, V6V 2J8

Telephone: (604) 233-5000 Fax: (604) 233-5005

(hereinafter referred to as "Licensor")

AND :

CITY OF GIG HARBOR

Address: 3105 Judson Street, Gig Harbor, WA 98335

Telephone: (253)851-8136 Fax: (253)853-5483

(hereinafter referred to as "Licensee")

WITNESSETH THAT WHEREAS:

- A. the Licensor owns all rights, title and interest, including copyright, in the Orthophoto Data Set and is willing to provide a License for the use thereof; and
- B. the Licensee wishes to enter into a License Agreement with the Licensor for the internal use of the Orthophoto Data Set;

NOW THEREFORE in consideration of the mutual premises and rights contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. LICENSE PURCHASE

- 1. Licensor hereby grants to Licensee the rights, as set out in the License Agreement (License) attached hereto, to receive and use the Orthophoto Data Set described in Schedule A - Product Description.

II. COMMENCEMENT AND TERM OF LICENSE

- 1. The License shall become effective on receipt by Licensor of the final payment due under this Agreement and will continue indefinitely, unless terminated in writing by the Licensor or Licensee pursuant to the provisions of the License.

III. LICENSE FEE

- 1. Licensee agrees that in consideration of the receipt from Licensor of one or more copies of the Orthophoto Data Set described in Schedule A - Product Description, and in consideration of the right granted by Licensor to use same on one of the following systems (*mark one of the following*)
 - a single computer; or
 - up to five stand-alone computers; or
 - an unlimited number of networked computers

Licensee will pay to Licensor the one time License Fee of Eighteen Thousand Six Hundred and twenty United States Dollars and no cents (US\$18,620.00) in accordance with Article IV - Payment Schedule. Any Updates to the Orthophoto Data Set required by Licensee shall be subject to an additional fee negotiated between the parties.

TRIATHLON LTD.

LICENCE PURCHASE AGREEMENT

IV. PAYMENT SCHEDULE

ITEM			TOTAL PAYMENT
52 Orthophoto tiles (0.05' pixel)			\$12,500.00
34 Topographic Tiles (2' contours)			\$6,120.00
TOTAL	0	0	\$18,620.00

1. Payment shall be made after inspection to verify that the Orthophoto Data Set complies with the Product Description contained in Schedule A, but not later than 30 calendar days after full delivery of the media containing the Orthophoto Data Set.
2. The License Fee as set out in Article IV hereof is exclusive of any sales tax, goods and services tax, withholding tax, duties, shipping costs or other imposts that may be applicable to the payment of license fees. Licensee shall reimburse Licensor for all such additional costs as reasonably determined by Licensor.

V DELIVERY SCHEDULE:

1. The Orthophoto Data Set will be delivered by 31 March 2001.

VI NOTICES

All notices required under this Contract shall be sent as follows:

Triathlon Ltd.
100-13511 Commerce Parkway,
Richmond, BC, V6V 2J8.

Attention: Contracts Manager
Fax: (604) 233-5043

Licensee
At the address written above if not filled in below:

as above _____

Attention:
Fax:

TRIATHLON LTD.

LICENCE PURCHASE AGREEMENT

VI ENTIRE AGREEMENT:

- 1. This Agreement, made up of the following:
 - a) this Purchase Agreement
 - b) License Agreement
 - c) License Agreement Schedule A - Product Description

together with any attachments thereto, contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties. No amendment shall be effective unless in writing and signed by the parties.

Licensor:
Triathlon Ltd.

Ian Sanderson

Signature

IAN SANDERSON

Name Printed

CONTRACTS MANAGER

Title

20 MARCH 2001

Date

Licensee:
City of Gig Harbor

Signature

Name Printed

Title

Date

**TRIATHLON LTD.
LICENSE AGREEMENT**

By using the data contained in the Orthophoto Data Set the Licensee agrees to be bound by the provisions of this License Agreement.

1. **Definitions:** In addition to the terms defined elsewhere in this License Agreement, unless the context clearly requires otherwise, the following definitions will apply to the whole License Agreement:

a) **License:** A grant by Licensor to Licensee of a non-exclusive, non-transferable right to use the Orthophoto Data Set specified in Schedule A – Product Description, and any Updates to the Orthophoto Data Set provided by the Licensor in accordance with Article 3 – Update Policy, on one of the following as indicated in the Licence Purchase Agreement:

- i) a single computer, or
- ii) up to five stand alone computers, or
- iii) an unlimited number of either stand-alone or networked computers directly owned or controlled by the Licensee for use within its own organization.

b) **Orthophoto Data Set:** A set of ortho image file data (Orthophoto Data) together with the Related Materials, including any Updates thereto.

c) **Related Materials:** Documentation describing the use of the Orthophoto Data, the computer file format(s) and the data field definitions describing the organisation of the Orthophoto Data Set.

d) **Update:** Changes to all or part of the Orthophoto Data Set, typically for the purposes of including data gathered or produced since the previous issue of the Orthophoto Data Set or for correcting errors or omissions in the data.

2. **Installation:**

a) Licensor will provide one copy of the Orthophoto Data Set to the Licensee in accordance with an agreed delivery schedule. Licensor shall have no liability to Licensee for any loss or damage as a result of any delay in delivery.

b) Licensee shall furnish all the computer systems, tools, operating systems and software applications required to use the Orthophoto Data Set. Provision of such items by the Licensor is expressly excluded;

c) Licensee will be responsible for installation and user support.

3. **Update Policy:** Licensor is under no obligation to develop or compile any Updates to the Orthophoto Data Set. However, it is the intention of the Licensor to update the Orthophoto Data Set every 3 years or thereabouts. Licensor may notify the Licensee that an Update containing new or expanded Orthophoto Data Set information is available and advise Licensee of the current Update Fee. If Licensee elects to purchase the Orthophoto Data Set Update, Licensor will deliver the new Orthophoto Data Set and a revised Schedule A – Product description describing the total licensed data upon payment of the applicable Update Fee(s). Without in any way affecting the Warranties stated in Article 10 - Warranties, should Licensor at its sole discretion issue an Update solely for the purpose of correcting a Data Set error, such Updates will be provided at no additional cost to the Licensee.

4. **Proprietary Rights:** Licensee hereby acknowledges and agrees that:

a) The Orthophoto Data Set is a proprietary product owned by Licensor, and protected under International Copyright law;

b) All right, title, and interest in and to the Orthophoto Data Set, including associated intellectual property rights, are and shall remain with Licensor. This License does not convey to the Licensee an interest in or to the Orthophoto Data Set, but only a limited right of use, which is revocable in accordance with the terms of this License Agreement;

c) The Orthophoto Data Set comprises unique, original, useful and valuable information, which has been carefully selected, organised, formatted, compiled and updated through the sole expense and effort of the Licensor. As a result of its right under this License Agreement to receive and use the Orthophoto Data Set, Licensee will be spared this expense and effort.

5. **Use Of Orthophoto Data Set:**

a) The Orthophoto Data Set shall be used by Licensee only for its own internal use. Access to the Orthophoto Data Set will be on a "need to know" basis as required to enable Licensee to make use of the Orthophoto Data Set. Internal use includes providing companies or individuals under contract to Licensee (hereinafter "Contractors") with a sub-set of the

Orthophoto Data Set on a temporary basis for the purposes of performing certain works required by the Licensee. Contractors shall be made aware of and be bound to the terms of this License Agreement and shall, immediately upon completion of the work for which the sub-set of the Orthophoto Data Set was required, return the media on which the Orthophoto Data was provided and erase any Orthophoto Data that may be stored, or have been copied, on any computing device owned, leased or controlled by the Contractor.

b) Licensee may make the Orthophoto Data Set available to third parties, for viewing purposes only, on a computer system under Licensee's sole control.

c) Licensee may publish for distribution or sale to third parties, hardcopies of the Orthophoto Data Set including derivatives thereof, which may or may not contain additional information added by the Licensee.

6. **Prohibitions:** Licensee will not:

a) Except as permitted under Article 5 – Use of Orthophoto Data Set, copy, transmit, distribute, release or otherwise reproduce in whole or in part, the Orthophoto Data Set in digital form;

b) Electronically transmit any portion of the Orthophoto Data Set to any other computer or computers not a part of, or controlled by, the Licensee's organisation;

c) Obscure, alter, remove or erase any copyright, trademark or proprietary rights notices;

d) Use the Orthophoto Data Set for any purpose other than that expressly provided for in Article 5 - Use of Orthophoto Data Set;

e) Alter, modify, or add to the Orthophoto Data Set in a manner that affects its operability, or accuracy, or makes it misleading.

7. **No Further Obligations:** Licensee acknowledges that:

a) Licensee is solely responsible for decisions regarding suitability of the Orthophoto Data Set for Licensee's planned use; and

b) Nothing in this License Agreement shall be interpreted to constitute an agreement by Licensor to customise, modify or provide the Orthophoto Data Set in any particular form or containing any particular information other than as defined by existing product specifications.

8. **Termination:** This License Agreement is subject to termination under the following conditions:

a) **Material Breach:** If Licensee breaches any term or condition of this License Agreement and fails to correct the breach within 7 calendar days after receiving written notice to do so, Licensor may terminate this License Agreement by giving Licensee written notice of termination. Such termination will take effect upon delivery of the notice as described in Article 14 – Notices.

b) If Licensee should become insolvent or subjected to any process, proceeding or arrangement for the benefit of creditors, including any reorganisation, receivership or liquidation proceedings, Licensor may terminate this License by giving Licensee written notice of termination. Such termination will take effect upon delivery of the notice to Licensee. No License Fee refunds will be made upon such termination.

b) Notwithstanding any other provision of this License Agreement, Articles 4. - Proprietary Rights, 11 - Limitation of Liability and 12 - Indemnity and all provisions of this License Agreement necessary for the interpretation or enforcement of any of the foregoing shall survive termination.

9. **Remedies for Material Breach:**

a) If Licensee breaches any of its obligations under this License Agreement and fails to correct the breach within seven (7) calendar days after receiving written notice to do so, then Licensor may seek injunctive relief to prevent the Licensee from continuing with its breach of any term or condition of the License Agreement and may also seek as compensation, damages including any damages deemed to be of an indirect or consequential nature arising out of or related to the breach including attorney fees and the loss of anticipatory profits.

**TRIATHLON LTD.
LICENSE AGREEMENT**

- b) No delay or omission by Licensor to exercise any right or remedy upon any breach by Licensee with respect to any of the terms of this License Agreement shall impair any such right or remedy or be construed to be a waiver thereof. A waiver by Licensor of any of its rights or remedies hereunder shall not be construed to be a waiver of any succeeding breach by Licensee of any provisions contained herein.
10. **WARRANTIES:** LICENSOR WARRANTS THAT IT WILL USE REASONABLE EFFORTS TO CORRECT DEFECTS IN THE MATERIALS ON WHICH THE DATA IS PROVIDED, UPON THESE COMING TO ITS ATTENTION. LICENSEE SHALL HAVE UNDERTAKEN DUE DILIGENCE AND ACCEPT SOLE RESPONSIBILITY FOR DETERMINING THAT THE ORTHOPHOTO DATA SET IS SUITABLE FOR ITS PURPOSES AND USE, AND LICENSEE DOES NOT IN ANY WAY RELY ON LICENSOR FOR ANY SUCH EXAMINATIONS AND DETERMINATIONS. LICENSEE ACKNOWLEDGES AND AGREES THAT THE USE OF THE ORTHOPHOTO DATA SET IS AT ITS SOLE RISK. EXCEPT AS EXPRESSLY STATED HEREIN, AND EXCEPT FOR LICENSOR'S OBLIGATION TO DELIVER THE ORTHOPHOTO DATA SET IN CONFORMITY WITH THE DESCRIPTION IN SCHEDULE A – PRODUCT DESCRIPTION, THE ORTHOPHOTO DATA SET IS LICENSED "AS IS," AND LICENSOR DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR FITNESS FOR PURPOSE, OR, WITH RESPECT TO THE CHARACTER, FUNCTION, OR CAPABILITIES OF THE ORTHOPHOTO DATA SET, THEIR APPROPRIATENESS FOR LICENSEE'S PURPOSES. LICENSOR SPECIFICALLY MAKES NO WARRANTY THAT THE DATA CONTAINED IN THE ORTHOPHOTO DATA SET WILL ALLOW UNINTERRUPTED USE OR BE ERROR FREE OR THAT DEFECTS IN THE DATA CAN OR WILL BE CORRECTED. LICENSOR FURTHER MAKES NO WARRANTY REGARDING THE USE OF, OR THE RESULTS OF THE USE OF, THE ORTHOPHOTO DATA SET IN TERMS OF THEIR CORRECTNESS, ACCURACY, AND RELIABILITY OR OTHERWISE. LICENSOR USES VIRUS PROTECTION SOFTWARE AND HAS POLICIES TO HELP PREVENT THE SPREAD OF COMPUTER VIRUSES. HOWEVER, LICENSOR SPECIFICALLY MAKES NO WARRANTY, AND ACCEPTS NO LIABILITY, FOR THE SPREAD OF COMPUTER VIRUSES VIA THE ORTHOPHOTO DATA SET OR THE MEDIA ON WHICH THEY ARE DISTRIBUTED.
11. **LIMITATION OF LIABILITY:** PROVIDED THAT LICENSOR MEETS ITS OBLIGATIONS UNDER THIS LICENSE AGREEMENT, NEITHER LICENSOR NOR ANY OF ITS EMPLOYEES, REPRESENTATIVES, OR AGENTS (COLLECTIVELY REFERRED TO AS THE "LICENSOR'S ASSOCIATES") WILL BE LIABLE TO LICENSEE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES INCLUDING, WITHOUT LIMITATION, ANY COSTS OR DAMAGES ASSOCIATED WITH LOSS OF USE OF THE DATA CONTAINED IN THE ORTHOPHOTO DATA SET OR OF ANY OTHER RESOURCES, LOSS OF BUSINESS OR PROFITS, ANY LOSS OF DATA, OR ANY THIRD PARTY CLAIMS ARISING OUT OF OR RELATING TO THIS LICENSE AGREEMENT, THE ORTHOPHOTO DATA SET, OR ANY OTHER INFORMATION, MATERIAL OR SERVICES PROVIDED BY LICENSOR TO LICENSEE UNDER THIS LICENSE AGREEMENT EVEN IF THE CLAIM IS BASED ON THE NEGLIGENCE OF LICENSOR OR LICENSOR'S ASSOCIATES OR IF LICENSOR OR ITS ASSOCIATES ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM AGGREGATE LIABILITY OF LICENSOR AND THE LICENSOR'S ASSOCIATES UNDER THIS LICENSE AGREEMENT OR OTHERWISE WITH RESPECT TO THE ORTHOPHOTO DATA SET FOR ANY REASON INCLUDING NEGLIGENCE, WILL BE LIMITED TO THE LESSER OF THE ACTUAL AMOUNT OF LOSS OR DAMAGE SUFFERED BY THE CLAIMANT OR THE TOTAL AMOUNT PAID BY LICENSEE TO LICENSOR UNDER THIS LICENSE AGREEMENT.
12. **Indemnity:** Licensee will indemnify and save harmless Licensor and Licensor's Associates from and against all damages, losses, costs and expenses (including actual legal fees and disbursements), fines and liabilities incurred by or awarded, asserted or claimed against Licensor in connection with Licensee's activities under this License Agreement or in connection with Licensee's breach of this License Agreement, or in connection with Licensee's specific application or use of the Orthophoto Data Set, including claims brought by any person using or relying upon any advice given, or publication or materials produced or distributed by Licensee, unless such claims arise as a consequence of the negligence of Licensor.
13. **Indemnification for Patent/Copyright Infringement:** If there be brought against Licensee any cause, action, suit, proceeding or claim based upon actual or alleged infringement of Canadian or foreign letters patent, copyright, trade secret, or trademark, or proprietary rights of others resulting from sale or use of Orthophoto Data Set, Licensor shall at all times defend, indemnify and save harmless Licensee from and against all damages, costs and expenses, including attorneys' fees and costs, Licensee may sustain, pay, or incur as a result thereof, provided that Licensee shall not agree to a settlement of a claim without the agreement of the Licensor. Licensee will provide Licensor with timely written notice of any such claim, and will co-operate fully with Licensor in furtherance of Licensor's obligations herein. Licensor shall have the right, at its discretion, to conduct the defence of the claim. Licensor's obligations herein shall not apply to Licensee produced derivatives of the Orthophoto Data Set.
14. **Notices:** All notices must be in writing and delivered personally or by facsimile transmission to the address or fax number provided by Licensee at the time of purchase of this License or, if Licensee has subsequently notified Licensor in writing of a change in fax number or address, at such fax number or address. Notices delivered personally are given when received. Notices delivered by facsimile transmission are given at the location of receipt on the business day immediately following the date of transmission.
15. **No Assignment:** The rights conferred under this License Agreement are personal to the Licensee. Licensee may not assign, pledge, lend, rent, lease, or share its rights under this License with any person or organization. Licensor may assign this License Agreement to a parent company or affiliated company of such parent or to a third party as part of the sale or merger of substantially all of Licensor, parent or affiliated company.
16. **Force Majeur:** Dates or times by which either party is required to perform under this License Agreement, excepting the payment of any fees or charges due hereunder, shall be postponed automatically to the extent that any party is prevented from meeting them by causes beyond its reasonable control.
17. **Severability:** Licensor retains all rights not specifically granted herein. If any provision of this License Agreement is declared invalid, void, illegal or unenforceable by any court of competent jurisdiction, all remaining provisions shall nevertheless remain in effect.
18. **Governing Law:** This License Agreement shall be interpreted in accordance with and be governed by the laws of Canada and the Province of British Columbia. The courts of British Columbia shall have non-exclusive jurisdiction to entertain any action or proceeding brought by the parties in connection with this License Agreement or any alleged breach of this License Agreement. The parties each agree irrevocably to abide by the decision of such courts.
19. **Confidentiality:** Licensee shall not at any time, whether before or after the termination of this License Agreement, disclose, furnish, or make accessible to anyone any confidential information of the Licensor, or permit any occurrence of the above. Confidential information is deemed to include the Orthophoto Data Set in digital form and related technical documentation.
20. **Public Disclosure Laws:** Notwithstanding Article 19 of this License Agreement, in the event Licensee is a Government department, agency or other entity, the Licensee hereby agrees not to disclose any of the Orthophoto Data Set in digital form to the public or any third party under any existing or future public disclosure law, except as permitted hereunder, without first providing a minimum of ten (10) business days prior written notice to Licensor giving details of the persons or entities making such request for disclosure in order that the Licensor may challenge such disclosure through the courts. Licensee grants Licensor conduct of the challenge and defence and settlement of any claims.
21. **Additional Terms:** If Appendix A – Additional Terms is attached to this License Agreement then such Appendix A is incorporated herein by reference.

**TRIATHLON LTD.
LICENSE AGREEMENT**

APPENDIX A - ADDITIONAL TERMS

1. As used in Article 12. **Indemnification** of the **LICENSE AGREEMENT** the term "Licensor's Associates" shall mean the Licensor's parent company and its subsidiaries and any subsidiaries of the Licensor at the time of filing any action or claim for indemnification under **12. Indemnification of the LICENSE AGREEMENT**.

2. Notwithstanding **Article 18. Governing Law**, this **LICENSE AGREEMENT** shall be interpreted in accordance with and be governed by the laws of the State of Washington. The courts of Washington State shall have non-exclusive jurisdiction to entertain any action or proceeding brought by the parties in connection with this Agreement or any alleged breach of this Agreement.

**TRIATHLON LTD.
LICENSE AGREEMENT
SCHEDULE A – PRODUCT DESCRIPTION**

1. DESCRIPTION:

- a) The Orthophoto Data Set to be delivered to Licensee consists of a set of CDROMs containing ortho image files and related topographic (2' contour data) information for the Coverage Area defined in Paragraph 2 below.
- b) Each ortho image file contains a tile created by seamlessly mosaicking orthophotos. Seamless mosaicking is a process that minimizes above ground relief displacement and avoids the disjoint caused by relief displacement typical in non-mosaicked (butt-jointed) orthophoto images.
- c) Orthophoto images are produced from photography scanned at 14 microns, and delivered in 24-bit colour with brightness and contrast corrected (balanced and adjusted).
- d) Pixels are square and measure 0.5 feet along an edge.
- f) All orthophoto images are created in Washington State Plane North NAD 83 and supplied in TIFF format with both ARC/INFO™¹ "world" geo-referencing and MAPINFO™² "tab" geo-referencing files.

2. COVERAGE

The Orthophoto Data Set includes the following tiles covering the City of Gig Harbor and surrounding area:

Existing Tiles:

11127580	11157580	11187580			
11127550	11157550	11187550	11217550		
11127520	11157520	11187520	11217520		
11127490	11157490	11187490	11217490		
11127460	11157460	11187460	11217460	11247460	
11127430	11157430	11187430	11217430	11247430	
11127400	11157400	11187400	11217400	11247400	11277400
	11157370	11187370	11217370	11247370	
	11157340	11187340	11217340	11247340	
	11157310	11187310	11217310	11247310	11277310
			11217280	11247280	11277280
			11217250	11247250	11277250
				11247220	11277220

MAPINFO is a registered trademark of MapInfo Corporation

² ARC/INFO is a registered trademark of Environmental Systems Research Institute, Inc.

**TRIATHLON LTD.
LICENSE AGREEMENT
SCHEDULE A - PRODUCT DESCRIPTION**

The corresponding Topographic Data Set (2' contour data) includes the following (34) tiles covering the City of Gig Harbor and surrounding urban growth area:

34 Existing Tiles:

11127580	11157580	11187580			
11127550	11157550	11187550	11217550		
11127520	11157520	11187520	11217520		
11127490	11157490	11187490	11217490		
11127460	11157460	11187460	11217460	11247460	
11127430	11157430	11187430	11217430	11247430	
11127400	11157400	11187400	11217400	11247400	
	11157370	11187370	11217370	11247370	

3. SOURCES:

The Orthophoto Data Set is created from the following sources provided by:

a) Licensor

- i) GPS controlled colour aerial photographs with greater than 30 degree sun angle taken at a nominal scale of 1:7200 under leaf free conditions in 1999.
- ii) Supplemental surveyed photo-ID ground control.

b) Licensee:

None.

THIS CONTRACT is made as of the _____ day of _____, 2001.

BY AND BETWEEN:

CITY OF GIG HARBOR
3105 Judson Street, Gig Harbor, WA 98335
(hereinafter called "Buyer")

AND:

TRIATHLON, INC.
a company duly incorporated under the laws of State of Washington, and having an office at
1406-140th Place NE, Suite #107, Bellevue, WA, USA, 98007-3941;
(hereinafter called "Seller")

WHEREAS Buyer desires Seller to provide the hereinafter described goods and services, and Seller is willing to provide same as hereinafter provided

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and premises contained herein, the parties hereto agree as follows:

1. Seller shall provide the goods and/or services together with the necessary personnel required to complete the Work as described in the Statement of Work.
2. As full consideration for its performance herein, Seller will be paid by Buyer the amounts set out in the Payment Terms in the manner described therein.
3. Seller shall commence performance as of the day and year first above written and thereafter proceed according to the schedules of performance contained in the Statement of Work.
4. All Notices required to be sent by either party to the other shall be in writing and addressed as follows:

Triathlon, Inc.
100-13511 Commerce Parkway,
Richmond, BC, Canada V6V 2J8

Buyer
At the address written above if not filled in
below:

Attention: Contracts Manager
Fax: (604) 233-5043

Attention: _____
Fax: (253) 853-5483

5. The documents making up this Contract shall be interpreted in the following descending order of precedence:
 - a. this Agreement;
 - b. Attachment C - General Terms and Conditions;
 - c. Attachment A - Statement of Work;
 - d. Attachment B - Payment Terms.

IN WITNESS WHEREOF the parties have caused this Contract to be executed as of the day and year first above written.

CITY OF GIG HARBOR

TRIATHLON, INC.

BY: _____
(Signature)

BY: Ian Sanderson
(Signature)

(Printed Name)

IAN SANDERSON
(Printed Name)

TITLE: _____
(Authorized representative)

TITLE: CONTRACTS MANAGER
(Authorized Representative)

DATE: _____

DATE: 20 MARCH 2001

**ATTACHMENT A
STATEMENT OF WORK**

1. DESCRIPTION OF WORK

- a. Planimetric and Topographic Digital update Mapping within the City Limits of the City of Gig Harbour.

2. SPECIFICATION/TECHNICAL REQUIREMENTS

- a. See attached proposal letter dated 13 December 2000

3. CUSTOMER SUPPLIED MATERIALS

- a. None

4. LIST OF DELIVERABLES

- a. Digital files in ArcView .SHP format delivered on CD-ROM

5. SCHEDULE

- a. As mutually agreed

**ATTACHMENT B
PAYMENT TERMS**

1. CURRENCY

All amounts stated in this Contract are in United States dollars.

2. PRICE

Firm Fixed Price for the Work described in Attachment A - Statement of Work is Twenty Five thousand Eight hundred dollars and no cents (\$25,800.00) excluding any sales, use, value added or similar taxes.

3. PAYMENT

- a. Following delivery to, and acceptance of the Work or a portion of the Work, by Buyer, Seller shall submit a Claim for Payment in a form satisfactory to Buyer and accompanied by such supporting documentation as Buyer may reasonably require.
- b. Invoices shall be deemed valid and accepted unless Buyer notifies Seller within fourteen (14) calendar days after receipt of a Claim for Payment that it cannot accept the Claim for Payment. In that event, reasons for such rejection shall be stated in the Notice of Rejection of Claim.
- c. Buyer shall pay each Claim for payment within thirty (30) calendar days of the later of:
 - i. receipt of a satisfactory Claim for Payment; or
 - ii. acceptance of the Work covered by the Claim for Payment.

ATTACHMENT C GENERAL TERMS AND CONDITIONS

1. PREVAILING TERMS

The following terms and conditions identify the minimum requirements. If Prime Contract terms and conditions apply, as provided or as referenced in the contract, the greater of or additional requirements contained in the respective terms and conditions shall apply.

2. INDEPENDENT CONTRACTOR

Seller is and shall at all times be an Independent Contractor to Buyer during performance under this Contract, and at no time shall be considered an agent, servant, or partner of Buyer. All persons employed by Seller to perform its obligations under the Contract shall be its employees or servants and not the employees, servants, or agents of Buyer.

3. TITLE TO GOODS AND SERVICES - RISK OF LOSS - LICENCED USE

- Except as may otherwise be provided herein, Buyer shall acquire title to each and every of the goods and services to be provided by Seller in this Contract. Seller warrants that it has good and marketable title to each and every of such goods and services, and that they are and shall be free of and from any claims, liens, charges or encumbrances of any kind. Title to such goods and services shall pass to Buyer upon receipt and acceptance at the place or places designated herein.
- The risk of loss to such goods and services shall pass to Buyer upon delivery to the Buyer at the delivery point specified in this Contract.
- Those goods and services to be delivered by Seller to Buyer for which title shall not pass are described in the Statement of Work. In every such case such goods shall be provided to Buyer by Seller by licence (the Licence), which licence shall be perpetual, irrevocable, non-exclusive, and transferable, but only to the extent hereinafter permitted. The use and purpose for which the Licence is and shall be granted is limited to such use and purpose as hereinafter described. The one-time fee to be paid by Buyer to Seller for said licence is as prescribed in the Attachment titled Payment Terms.

4. INSPECTION AND ACCEPTANCE

- Seller shall inspect and test as required in the Contract and maintain a system therefor and records thereof acceptable to Buyer.
- Buyer, its representatives, or Client may from time to time wish to view Seller's performance under the Contract or conduct tests or inspections. Seller agrees to co-operate fully with such activities and to allow reasonable access to its facilities and those of its subcontractors or sellers at all reasonable times for these purposes.
- Any inspections, tests, review, or comments by Buyer, its representatives, or Client shall in no way relieve Seller of any of its obligations in the Contract, unless otherwise expressly provided herein and then only to the extent provided.
- If any of the goods and services do not conform to the requirements of this Contract, Buyer may, within fourteen (14) days of receipt, reject any or all of the goods and services. If the Buyer has not rejected the goods and services within fourteen (14) days of receipt thereof the goods and services shall be deemed to be accepted. Rejected goods may, at the option of Buyer, be held for Seller's disposition instructions or returned to Seller. Any approval or acceptance by Buyer of part of the goods and services shall not relieve Seller of its obligations. No act of payment by Buyer shall be considered an approval or acceptance of any or all of the goods and services.

5. WARRANTIES/GUARANTEES

- Seller warrants that the goods and services to be provided herein shall:
 - be new and of the best quality where no quality is specified;
 - strictly conform with the requirements of the Contract and any specifications or drawings incorporated herein; and
 - be free from defects in workmanship, materials, and design, where design is the responsibility of Seller.
- If at any time prior to the expiry of ninety (90) days from the date of the acceptance of the goods or services provided by Seller the goods or services, or any part thereof, do not in any way conform to the requirements of the Contract, then upon Notice to Seller by Buyer within a reasonable period of time after the discovery thereof, Seller shall promptly repair, replace, correct or re-perform such defective goods or services to the satisfaction of and at no cost to Buyer.
- THIS SOLE AND LIMITED WARRANTY, IS IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO, THOSE RELATING TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FUNCTION AND WHETHER ARISING OUT OF STATUTE, LAW, EQUITY, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE.**
- IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL LOSSES OR DAMAGE INCLUDING LOSS OF PROFIT, DATA, USE, OR CAPITAL, BY BUYER, ARISING HEREFROM.**

6. REPORTS AND MEETINGS

Seller shall furnish Buyer with reports and attend meetings when and as reasonably required by Buyer.

7. CHANGES - SUSPENSION

- Buyer by Notice through its authorized representative shall at all times have the right to:
 - make changes (Change) hereto including, but not limited to, the goods or services to be provided; the time, place, or method of delivery; design; specifications; or drawings; or
 - suspend performance by Seller (Suspension) herein, whereupon Seller shall promptly comply with such Suspension as required; place no further orders or subcontracts; make all reasonable efforts to obtain suspension terms favourable to Buyer; and use its personnel and facilities so as to minimize costs associated with the Suspension.
- If Seller believes any instruction, interpretation, or decision by Buyer affects its performance obligations herein and should be considered a Change, it may within ten (10) working days of receipt thereof, give written Notice to Buyer's authorized representative of the effect upon Seller's performance obligations. Receipt of such Notice by Buyer or acquiescence thereto shall not be construed as a Change. In no event shall any instruction, interpretation or decision by Buyer that results from an error, mistake, or omission of Seller in the provision of goods or services herein be considered as a Change.
- If any Change or Suspension results in an alteration to the cost of or time required for Seller performance herein, an equitable adjustment will be made and the Contract amended accordingly. Seller shall continue performance of its obligations herein during the period of Change or Suspension until such equitable adjustment is made. In no event shall any alteration, modification or other change to the Contract have effect or be binding upon either party unless in writing and signed by both parties.

8. TERMINATION

- Buyer may at any time and without cause, upon thirty (30) days Notice to Seller, terminate all or a portion of the Contract. Rights and obligations of the parties which may have accrued or arisen to the time of termination shall not be affected thereby. Seller shall be paid for all work delivered and accepted in accordance with the Contract, the fully burdened cost of any work not completed or delivered up until the time of termination and reasonable costs of terminating the work plus overheads and a reasonable profit thereon.
- Upon default by Seller of any material term, condition, covenant or agreement to the Contract, and upon Seller's failure to cure such default within thirty (30) days of written Notice thereof, Buyer may terminate all or a portion of this Contract. Seller shall be paid for all Work delivered to and accepted by Buyer prior to the termination. Deemed acts of default by Seller shall include but not be limited to:
 - Seller ceasing to carry on its business in the ordinary course; or
 - insolvency or bankruptcy of Seller, or the making of a general assignment for the benefit of creditors; or
 - an order of receivership, or for the liquidation or winding up of Seller; or
 - the appointment of a Custodian, Receiver or Manager or similar person in respect of Seller.
- Upon default by Buyer of any material term, condition, covenant or agreement to the Contract, and Buyer's failure to cure such default within thirty (30) days of written Notice thereof, Seller may terminate all or a portion of this Contract. Deemed acts of default by Buyer shall include but not be limited to:
 - Buyer ceasing to carry on its business in the ordinary course; or
 - insolvency or bankruptcy of Buyer, or the making of a general assignment for the benefit of creditors; or

- an order of receivership, or for the liquidation or winding up of Buyer; or
- the appointment of a Custodian, Receiver or Manager or similar person in respect of Buyer.

9. EXCUSABLE DELAYS

A party hereto shall not be in default under the Contract from any failure to perform hereunder if such failure arises from causes beyond the control of and without the fault or negligence of such party. Such causes include, but are not limited to: acts of God or of the public enemy; acts of Government in either its sovereign or contractual capacity (including but not limited to export/import control); fire; flood; strike; epidemic; up to restrictions; freight embargo; or unusually severe weather. The affected party shall immediately give Notice to the other, including all relevant information available, that any such actual or potential cause is delaying or threatens to delay the timely performance of the Contract.

III. COMPLIANCE WITH LAW

Seller shall comply at all times with all federal, state, provincial, municipal or local laws and regulations.

11. CONFIDENTIAL INFORMATION

- Both parties agree to:
 - receive and maintain as proprietary and confidential, any Confidential Information of the other party, and
 - to protect same from disclosure to others or from use, by itself or others, for any purpose inconsistent with this Contract without the prior written consent of the providing party.
- Confidential Information shall include information or property falling within the scope of a party's patents, copyright, trade secrets, technical data, know-how, or business information conveyed in written, graphic or other permanent tangible form; or if oral, if promptly reduced to a permanent tangible form, and shall also include all information received by a party under an obligation of secrecy or confidentiality, but shall not include information which:
 - was already known to the receiving Party without an obligation of secrecy at the time of disclosure under this Contract; or
 - is lawfully in the public domain at the time of disclosure under this Contract, or becomes lawfully within the public domain but only after such time; or
 - after disclosure is lawfully obtained by the receiving party from another source without restriction on disclosure.

12. SUBCONTRACTS/PURCHASE ORDERS

Seller agrees to preserve and protect the rights of the parties hereto in any subcontracts or purchase orders for the provision of any portion of the goods or services required hereunder.

13. INDEMNITY FOR PATENT INFRINGEMENT

Seller shall defend, indemnify and save harmless Buyer or its Client from and against all damages, costs and expenses, including attorneys' fees and costs either may sustain, pay, or incur as a result of any cause, action, suit, proceeding or claim brought against Buyer or its Client as a result of the sale or use of the goods or services provided by Seller under this Contract and based upon actual or alleged infringement of Canadian or foreign letters patent, copyright, trade secret, or trademark, or proprietary rights of others. Buyer will provide Seller with timely written Notice of any such claim, and will co-operate fully with Seller in furtherance of Seller obligations herein. Seller obligations herein shall not apply to Buyer-provided designs or specifications.

14. LIABILITY AND INDEMNIFICATION

- Seller shall indemnify and save harmless Buyer from and against all manner of actions, proceedings, claims, demands, losses, costs, damages, and expenses whatsoever which may be brought or made against, or which Buyer may sustain, pay or incur, as a result of or in connection with the performance of or non-performance of the Contract in whole or in part by Seller, whether in contract, tort or otherwise.
- IN NO EVENT SHALL SELLER BE LIABLE FOR LOSS OF PROFITS, LOSS OF REVENUE, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.**
- Notwithstanding any other provisions of this Contract, Seller's liability under this contract shall be limited to the lesser of the amount paid under this Contract or one million dollars (\$1,000,000.00).

15. NOTICES

Any Notice herein by one party to the other shall be in writing and shall be submitted to those persons as set out in the Agreement.

16. DISPUTES

In the event of a dispute arising out of or relating to this Contract, the parties shall attempt to settle the matter amicably at the working level. Where the parties are unable to resolve the dispute, either party may by Notice setting out the particulars of the dispute, refer the matter to the senior management of the parties. If senior management cannot resolve the dispute within thirty (30) days of the Notice of Dispute the dispute shall be referred to arbitration. Any such arbitration will be conducted in accordance with the rules of the British Columbia International Commercial Arbitration Centre and shall be conducted by a single arbitrator, in English, in Vancouver, BC. The parties agree to be bound by the decision of the arbitrator. The costs of the arbitration shall be apportioned between the parties, or against one or more of the parties, as the arbitrator may decide.

17. WAIVER

Waiver by either party of the strict performance of any term, condition, covenant, or agreement in the Contract shall not of itself constitute a waiver of or abrogate such term, condition, covenant or agreement, nor be a waiver of any subsequent breach of same, or of any other term, condition, covenant or agreement.

18. HEADINGS

Headings to any of the provisions of the Contract are for convenience only and shall not have the effect of modifying, amending, or altering any provision of the Contract.

19. SEVERABILITY

If any provision of the Contract is held to be invalid in whole or in part, the remainder of the Contract or of such provision, as the case may be, and the application thereof, shall not be affected thereby.

20. LAW OF CONTRACT

The laws of the Province of British Columbia, Canada shall govern the legal obligations of the parties and the interpretation of the Contract. The parties agree that the UNCITRAL rules are not applicable to this contract.

21. ASSIGNMENT

Neither the Contract nor any rights or obligations contained herein may be assigned, subcontracted, or otherwise transferred in whole or in part by Seller without the prior written consent of Buyer. Such consent shall not be unreasonably withheld.

22. LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS

Each and every of the provisions contained in this Contract on the part of either party shall apply to and enure to the benefit of and bind their respective legal representatives, successors and assigns.

23. SURVIVAL

The provisions contained within Article 11, CONFIDENTIAL INFORMATION, shall survive termination for any reason whatsoever for ten (10) years from the effective date of this Contract.

24. TAXES/DUTY

Unless expressly included herein, prices for goods and services are exclusive of all sales, use and like taxes, value, value added, or business transfer taxes, customs or import/export duties and excise taxes; and any such taxes or duties required by law shall be paid by Buyer.

25. PUBLICITY

Both parties acknowledge and accept that the other Party's name shall not be disclosed for purposes of advertising, including but not limited to press releases, brochures, photographic coverage, or verbal announcements concerning this Contract and/or any subsequent agreement, without the express written permission of the other party.

26. ENTIRETY OF CONTRACT

The Contract together with all Attachments and Appendices attached hereto or incorporated herein by reference comprise the entire agreement between the parties and supercedes all other previous statements, representations, or agreements, whether oral or written. Rev. (03/2011)



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: KIMBALL DRIVE IMPROVEMENT PROJECT, CSP - 9811
- BID AWARD
DATE: MARCH 20, 2001

pls

INTRODUCTION/BACKGROUND

A budgeted objective in the City's street department is the reconstruction of Kimball Drive from Pioneer Way to the Pierce Transit Park and Ride entrance. Basic improvements will provide a reconstructed three-lane pavement section (without bicycle lanes) within the existing curb-to-curb width, median landscaping/left-turn pockets where feasible, a continuous curb, gutter, and sidewalk on both sides, storm drainage improvements, provision for future architectural street and pedestrian lights, and provisions for pedestrian amenities and a signal interconnect. Urban Arterial Trust Account (UATA) funding participation has been approved by the Transportation Improvement Board (TIB) in the amount of \$327,600.00.

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

1	MONARCH EXCAVATING, INC.	\$450,293.10	8	OLSON BROTHERS EXCAVATING, INC.	\$535,379.00
2	LOOKER & ASSOCIATES, INC.	\$490,516.30	9	C.A. GOODMAN CONSTRUCTION, INC.	\$544,331.50
3	WILDER CONSTRUCTION	\$500,685.00	10	WOODWORTH & COMPANY, INC.	\$544,492.65
4	HARBORSIDE, INC.	\$500,695.00	11	TUCCI & SONS, INC.	\$555,358.95
5	ARCHER CONSTRUCTION, INC.	\$519,198.00	12	PAPE & SONS, CONSTRUCTION, INC.	\$558,539.00
6	FOX ISLAND CONSTRUCTION, INC.	\$520,476.62	13	HARLOW CONSTRUCTION COMPANY, INC.	\$570,104.25
7	WAGNER DEVELOPMENT, INC.	\$523,353.70	14	ACE PAVING, INC.	\$574,535.21

The lowest bid proposal received was from Monarch Excavating, Inc., in the amount of Four hundred fifty thousand two hundred ninety-three dollars and ten cents (\$450,293.10). This project is a public street improvement and the City will not pay State of Washington sales tax for road, storm, and water improvements. Any state sales tax required is included in the unit bid prices.

ISSUES/FISCAL IMPACT

The low bid is under the Engineer's estimate of \$557,861.76. This project was identified in the street-operating fund of the 2001 Annual Budget.

RECOMMENDATION

I recommend Council authorize award and execution of the contract for the Kimball Drive Improvement Project (CSP-9811) to Monarch Excavating, Inc., as the lowest responsible bidder, for their bid proposal amount of Four hundred fifty thousand two hundred ninety-three dollars and ten cents (\$450,293.10).



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: CONSULTANT SERVICES CONTRACT
KIMBALL DRIVE IMPROVEMENT PROJECT, CSP-9811
MATERIALS TESTING
DATE: MARCH 20, 2001

DRS

INTRODUCTION/BACKGROUND

Materials testing assistance is necessary for the Kimball Drive Improvement Project to ensure that materials used in the project meet the requirements of the plans and specifications. As a partial City funded project, all materials testing must be performed in accordance with the requirements and procedures of the Washington State Department of Transportation (WSDOT).

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

Council approval of the Consultant Services Contract is being requested.

POLICY CONSIDERATIONS

General Testing Laboratories, Inc., is able to meet all of the City's standard insurance provisions for professional services contracts.

FISCAL CONSIDERATIONS

Sufficient funds are available for this work in the Street fund.

RECOMMENDATION

I recommend that the Council authorize execution of the Consultant Services Contract with General Testing Laboratories, Inc., for materials testing services for the Kimball Drive Improvement Project in an amount not to exceed nine thousand one hundred eighty-two dollars and no cents (\$9,182.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
GENERAL TESTING LABORATORIES, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and General Testing Laboratories, Inc., a corporation organized under the laws of the State of Washington, located and doing business 18970 Third Avenue NE, P.O. Box 1586, Poulsbo, Washington 98370 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the construction engineering of the Kimball Drive Improvement Project, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated March 14, 2001, 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:

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 Nine thousand one hundred eighty-two dollars and no cents (\$9,182.00) 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, 2001; 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 one 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
John R. Hart, President
General Testing Laboratories, Inc.
P.O. Box 1586
Poulsbo, Washington 98370
(360) 779-9196

David R. Skinner, P.E.
Director of Public Works
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 _____, 2001.

CONSULTANT
By: John R. Hart
Is Principal Pres

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:
CONSULTANT
John R. Hart, President
General Testing Laboratories, Inc.
P.O. Box 1586
Poulsbo, Washington 98370
(360) 779-9196

David R. Skinner, P.E.
Director of Public Works
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 Kitsap)

I certify that I know or have satisfactory evidence that John R. Hart 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 President of General Testing Labs Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3/21/01

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

My Commission expires: 10-10-02

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: _____

GENERAL TESTING LABORATORIES, INC.
 18970 Third Avenue NE P.O. Box 1586
 Poulsbo, Washington 98370
 (360) 779-9196 Toll Free (888) 898-8378 Fax (360) 779-4320

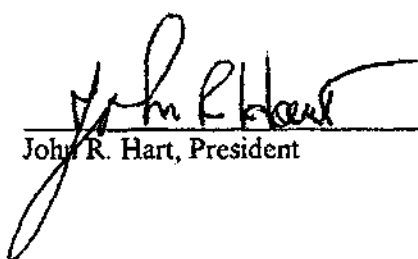
EXHIBIT A

**Scope of Services
March 14, 2001**

General Testing Laboratories, Inc., (GTL) respectfully submits this proposal to provide materials testing and construction inspection services during construction of the Kimball Drive Project.

Services for this project will be provided by GTL from our Poulsbo, Washington office on an as-needed basis. It is anticipated the field and laboratory services will be required for earthwork, asphalt paving, and concrete related construction activities. Our field personnel will provide verbal results following completion of field sampling and testing, and, if requested, will submit written daily reports prior to leaving the site. All field and laboratory reports will be reviewed by our project manager and distributed as directed.

Prepared and approved by:



 John R. Hart, President

EXHIBIT B

**Estimate and Fee Schedule
Kimball Drive Project - 2001**

Soils and Base		
6 Proctors @ \$150.00 each		900.00
6 Sieves @ \$85.00 each		510.00
14 Days Nuclear Gauge Rental @ \$60.00/day		840.00
14 Site Visits @ 4 hours/visit @ \$35.00/hour (tech time)		<u>1960.00</u>
	Total	\$4210.00
Asphalt		
3 Rice Tests @ \$65.00 each		195.00
3 Extraction/Gradations @ \$135.00 each		405.00
4 Days Nuclear Gauge Rental @ \$60.00 each		240.00
4 Site Visits @ 7 hours/visit @ \$35.00/hour (tech time)		<u>980.00</u>
	Total	\$1820.00
Concrete		
7 Site Visits @ 4 hours/visit @ \$35.00/hour (tech time)		980.00
21 Cylinders @ \$14.00 each		<u>294.00</u>
	Total	\$1274.00
Miscellaneous		
Mileage (based on 0.325/mile)		728.00
Report Review - 3 hours @ \$65.00/hour		195.00
Clerical - 3 hours @ \$35.00/hour		105.00
Supplemental on-call services - 10% est. consult fee		<u>850.00</u>
	Total	\$1878.00
TOTAL ESTIMATE - ALL SECTIONS		\$9182.00


Miscellaneous:	
Overtime (over 8 hours/day and/or beyond normal working hours)	Time and one-half
Saturday Rate	Time and one-half
Sunday Rate	Double time
Travel Time (7:30 a.m. - 4:30 p.m.)	Regular Tech Rate

We have a two-hour minimum charge for all site visits. Tests or services not mentioned above will be charged at our then current scheduled rates.



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR 
SUBJECT: CONSULTANT SERVICES CONTRACT
KIMBALL DRIVE ROADWAY IMPROVEMENT PROJECT -
CONSTRUCTION SURVEY SERVICES
DATE: MARCH 20, 2001

INTRODUCTION/BACKGROUND

Budgeted objectives for 2001 include the reconstruction of Kimball Drive. Survey staking and related work is needed to establish right-of-way, vertical and horizontal grades, and other information necessary to construct the new roadway.

After reviewing the Consultant Services Roster and evaluation of materials submitted for review, the engineering-survey firm of SCA Consulting Group was selected as the most qualified to perform the work. Their selection was based on their understanding of the project, familiarity with the area, and extensive municipal survey experience.

The scope includes construction surveying along the corridor of the project, and to locate permanent survey monuments within the project limits. An optional task has been included for supplemental work as needed in support of other projects.

POLICY CONSIDERATIONS

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

FISCAL CONSIDERATIONS

Funds are available for this work in the Street Fund.

RECOMMENDATION

I recommend that the Council move and approve execution of the Consultant Services Contract with SCA Consulting Group for survey work in the amount not to exceed thirty-one thousand one hundred thirty dollars and no cents (\$31,130.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
SCA CONSULTING GROUP**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and SCA Consulting Group organized under the laws of the State of Washington, located and doing business 677 Woodland Square Loop SE, PO Box 3485, Lacey, Washington 98503 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the construction engineering of Kimball Drive Improvement Project, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated March 21, 2001, 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:

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 Thirty-one thousand one hundred thirty dollars and no cents (\$31,130.00) 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, 2001; 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 one 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 notification will be given to the City of Gig Harbor for 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.

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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.

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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
Kathleen Cassou, Project Manager
SCA Consulting Group
PO Box 3485
Lacey, Washington 98509-3485

David R. Skinner, P.E.
Director of Public Works
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335

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,

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 _____, 2001.

CONSULTANT

CITY OF GIG HARBOR

By: Kathleen D. Cassou By: _____
Its Principal Mayor

Notices to be sent to:
CONSULTANT
Kathleen Cassou, Project Manager
SCA Consulting Group
PO Box 3485
Lacey, Washington 98509-3485

David R. Skinner, P.E.
Director of Public Works
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335

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: _____

**Scope of Work and Fee Estimate
EXHIBIT A and B**

SCA CONSULTING GROUP

Project: Kimball Drive Improvements - Construction Surveying Services

Client City of Gig Harbor - David Skinner, P.E.

SCA Reference Numbers: 00047

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Task No.	Design Tasks:	Principal	Land Survey Manager	Project Surveyor	Survey Technician	3-Man Survey Crew	2-Man Survey Crew	Clerical	Total Hours
Construction Surveying									
1	Plan review and project mobilization		4	8					12
2	Recover and verify horizontal and vertical project control points			6			8		14
3	Mark sawcut lines			4			6		10
4	Stake storm sewer improvements - 12 catch basins			8			18		26
5	Stake four retaining walls- approx. 299 l.f.			4			10		14
6	Stake new curb and gutter- approx. 1,656 l.f.			8			36		44
7	Stake sidewalk- approx. 1,538 l.f.			6			27		33
8	Stake centerline "blue-tops" for final grading			8			27		35
9	Stake new right-of-way line at bus pull-out			2			2		4
10	Stake lighting improvements- 20 J-boxes			6			10		16
11	Stake new channelization markings			6			20	6	32
12	Project supervision, correspondence, and quality control		14	8					
Total Hours:			18	74			164	6	240
Rate per Hour:			\$115	\$85			\$115	\$55	
Estimated Cost by Category:			\$2,070	\$6,290			\$18,860	\$330	
Total Professional Services:									\$27,550
Estimated Project Expenses:									\$750
Supplemental Services (On-Call) @ 10%									\$2,830
Total Estimated Cost:									\$31,130



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: PURCHASE AUTHORIZATION – 8-INCH DUCTILE IRON PIPE
- GRANDVIEW STREET WATERMAIN REPLACEMENT PROJECT
DATE: MARCH 20, 2001

INTRODUCTION/BACKGROUND

An identified Water Objective in the 2001 Budget was the replacement of an existing asbestos concrete (AC) watermain on Grandview Street with new 8-inch ductile iron pipe.

Price quotations for the pipe and fittings were requested from three vendors in accordance with the City's Small Works Roster process for the purchase of materials (Resolution 411). The price quotations are summarized below:

<u>Vendor</u>	<u>Total</u>
	(not including sales tax and shipping)
Western Utilities	\$ 8,309.81
U.S. Filter	\$ 8,735.17
H.D. Fowler	\$ 8,828.99

The lowest price quotation received was from Western Utilities, in the amount of \$8,309.81, not including state sales tax and shipping.

Work is expected to begin following delivery of the system in late March or early April.

ISSUES/FISCAL IMPACT

The price quotation for this purchase is within budget and funds are available for the purchase of the pipe and supplies.

RECOMMENDATION

Staff recommends that Council authorize purchase from Western Utilities, for their price quotation proposal amount of eight thousand three hundred nine dollars and eighty-one cents (\$8,309.81), not including state sales tax and shipping.



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: PATRICIA IOLAVERA, SENIOR PLANNER
SUBJECT: SECOND READING OF AN ORDINANCE AMENDING ORDINANCE 868
DATE: MARCH 20, 2001

INFORMATION/BACKGROUND

This is a second reading of an ordinance amending Ordinance 868, allowing one-year extensions to final plats and changing preliminary plats to a Type III-A permit application and reflecting changes requested by the City Attorney.

RECOMMENDATION

This is a second reading of the Ordinance. Staff recommends passage of this ordinance amending Ordinance 868.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND SUBDIVISIONS, ALLOWING A ONE TIME EXTENSION OF THE TIME PERIOD FOR FILING A FINAL PLAT APPLICATION, ESTABLISHING THE CRITERIA FOR SUCH EXTENSION, AMENDING GIG HARBOR CODE SECTION 16.06.003, AS LAST AMENDED BY ORDINANCE 868.

WHEREAS, on February 26, 2001, the City Council passed Ordinance No. 868, which amended certain code sections relating to land use and subdivisions; and

WHEREAS, Section 16.06.003 of the Gig Harbor Municipal Code was amended in Ordinance No. 868, but the text of the amendment was incorrect; Now, Therefore,

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

Section 1. Section 16.06.003 of the Gig Harbor Municipal Code, as last amended in Ordinance No. 868, is hereby amended to read as follows:

16.06.003 Time Frame for Submission of Final Plat. A final plat meeting all requirements of chapter 58.17 RCW and this Title shall be submitted to the City for approval within five years of the date of preliminary plat approval. PROVIDED, HOWEVER, that the applicant may submit an application to the City at least 30 days prior to the expiration of the preliminary plat approval for a one-time extension of one year. Such extensions may be granted by the City only if: (1) the applicant agrees to construct the development in conformance with the zoning, design review, subdivision, public works standards and other development regulations in place at the time of the application for an extension; and (2) the applicant provides its consent to allow any agency providing a recommendation under RCW 58.17.150 to re-consider and modify its recommendation, and after such reconsideration, each recommendation is unchanged and supports such extension. ~~Pursuant to RCW 58.17.140 a single extension of time for the submission of a final plat may be requested for a period of up to one year as long~~

as the applicant submits the request in writing 30 days before the expiration date of the final plat. The applicant must comply with all application requirements under RCW 58.17.150.

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 3. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 4. Effective Date. This Ordinance shall take effect and be in full force five days after publication of the approved summary.

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

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: 3/7/01
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

SUMMARY OF ORDINANCE NO. ____

of the City of Gig Harbor, Washington

On _____, 2001, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND SUBDIVISIONS, ALLOWING A ONE-TIME EXTENSION OF THE TIME PERIOD FOR FILING A FINAL PLAT APPLICATION, ESTABLISHING THE CRITERIA FOR SUCH EXTENSION, AMENDING GIG HARBOR CODE SECTION 16.06.003, AS LAST AMENDED BY ORDINANCE 868.

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

APPROVED by the City Council at their meeting of _____, 2001.

MOLLY TOWSLEE, CITY CLERK



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: PATRICIA IOLAVERA, SENIOR PLANNER
SUBJECT: SECOND READING OF AN ORDINANCE AMENDING GHMC
CHAPTER 17.04
DATE: MARCH 20, 2001

INFORMATION/BACKGROUND

This is the second reading of an Ordinance re-defining "sales, retail" and creating a new definition of "binding site plan". Councilman Dick requested further definition of "small quantities". When planning staff crafted the definition for "sales, retail", we first went to Miriam Webster dictionary for definition of "retail". Miriam Webster is the resource that courts turn to when a term is not elsewhere defined in law. Miriam Webster defined the term "retail" as follows:

re· tail

1 : to sell in small quantities directly to the ultimate consumer

"Small quantity" is an amount that cannot be accurately identified by a single number as it is relative to what is being purchased. The phrase "ultimate consumer" does provide helpful guidance. Should an applicant find the term "small quantities" to be unclear, staff would turn again to Miriam Webster. Staff would select from number four below (since it deals with quantity):

small

1 a : having comparatively little size or slight dimensions b : LOWERCASE

2 a : minor in influence, power, or rank b : operating on a limited scale

3 : lacking in strength <a small voice>

4 a : little or close to zero in an objectively measurable aspect (as quantity, amount, or value) b : made up of few or little units

5 a : ...

Staff would select the first meaning of quantity (also from Miriam Webster):

quan· ti· ty

1 a : an indefinite amount or number b : a determinate or estimated amount c : total amount or number d : a considerable amount or number -- often used in plural

<generous quantities of luck -- H. E. Putsch>

2 a : ...

The new definition for "binding site plan" is proposed as an accompaniment to the Binding Site Plan Ordinance.

POLICY CONSIDERATIONS

The change to "sales, retail" clarifies that automobiles are not a typical use captured by the term "sales, retail". The definition for binding site plans clarifies the use of the Binding Site Plan Ordinance.

FISCAL CONSIDERATIONS

There is no cost to the City involved in these changes.

RECOMMENDATION

This is a second reading of the Ordinance. Planning Staff and the Planning Commission recommend adoption of this ordinance.

V

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING THE DEFINITION OF "SALES, RETAIL" AND CREATING A NEW DEFINITION FOR "BINDING SITE PLAN"; AND THEREBY AMENDING SECTION 17.04.705, AND ADDING A NEW SECTION 17.04.105, TO THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, during work sessions on July 6, 2000, July 20, 2000, October 19, 2000, and November 16, 2000, the Planning Commission considered adoptions of a new definition defining "binding site plans" §17.04.105 to the municipal code that would acknowledge specific types of museums as public institutions; and

WHEREAS, the during work session on July 20, 2000, the Planning Commission considered adoptions of a redefinition of "sales, retail" §17.04.705 of the municipal code; and

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

WHEREAS, the Planning Commission on October 5, 2000 held a public hearing on the definitions of "binding site plan" and on November 2, 2000 held a second public hearing on the definition of "binding site plan"; and recommends that the City Council approve this Ordinance; and

WHEREAS, the City Planning Director forwarded a copy of this Ordinance to the Washington State Department of Trade and Community Development on October 17, 2000 pursuant to RCW 36.70A.106; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of _____; Now, Therefore,

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

Section 1. A definition of "Sales, retail" Section 17.04.705 the Gig Harbor Municipal Code, is hereby amended as follows:

17.04.705 Sales, retail: "Sales, retail" means the point of purchase acquisition of small quantities of finished goods or products, excluding motorized vehicle, trailers, manufactured homes and boats, by the general public ultimate consumer.

Section 2. Section 17.04.105 of the Gig Harbor Municipal Code is hereby added, to read as follows:

17.04.105 Binding Site Plan. A "binding site plan" is a plan drawn to scale processed in accordance with the provisions of this title and RCW 58.17, which:

- A. Identifies and shows the areas and locations of all streets, roads, improvements, utilities, open spaces, critical areas, parking areas, landscaped areas, surveyed topography, water bodies and drainage features and building envelopes; and
- B. Contains inscriptions or attachments setting forth such appropriate limitations and conditions for the use of the land as are established by the director, to include those conditions that are part of the original site plan; and
- C. Contains provisions requiring any development or division of land to be in conformity with the approved site plan.

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

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

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

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

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

SUMMARY OF ORDINANCE NO. ____

of the City of Gig Harbor, Washington

On _____, 2001, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING THE DEFINITION OF "SALES, RETAIL" AND CREATING A NEW DEFINITION FOR "BINDING SITE PLAN"; AND THEREBY AMENDING SECTION 17.04.705, AND ADDING A NEW SECTION 17.04.105, TO THE GIG HARBOR MUNICIPAL CODE.

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

APPROVED by the City Council at their meeting of _____, 2001.

MOLLY TOWSLEE, CITY CLERK

**Pierce County**

Department of Planning and Land Services

CHUCK KLEBERG
Director2401 South 35th Street
Tacoma, Washington 98409-7460
(253) 798-7200 • FAX (253) 798-3131

March 19, 2001

Mayor Gretchen Wilbert
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

Dear Mayor Wilbert:

The previous balloting for two positions on the Zoo Trck Authority Board resulted in the selection of Cliff Murphy of the Town of Eatonville to serve in Position One. No one person received the required 60% to serve in Position Two. Therefore, we are asking you to bring this back to your Council for another ballot.

As provided by the procedure agreed upon, the two nominees with the highest percentage of votes are resubmitted for your reconsideration. They are:

Position Two
Ann Kirk Davis, City of Lakewood
Linda Bird, City of University Place

At your next council meeting, please select one of the above nominees for Position Two. **A certified copy of the council resolution or motion must accompany the enclosed ballot.** Please forward the ballot and appropriate verification to Toni Fairbanks, Pierce County Regional Council Clerk, on or before 5:00 p.m., April 13, 2001. **You may fax your reply to 253-798-3680.**

Your prompt attention to this matter is appreciated. If you have any questions, please call me at 253-798-3726.

Sincerely,

Toni Fairbanks
Clerk, Pierce County Regional CouncilF:\Wpcc\ZTA Ballot Letter2.doc
Enclosure

cc: Terry Faherty, Chair, Pierce County Regional Council





**ZOO/TREK AUTHORITY BOARD
OFFICIAL BALLOT**

Position Two

Ann Kirk Davis, City of Lakewood
Linda Bird, City of University Place

The city/town of _____ wishes to cast its vote
for _____ of the City of _____
_____ for Position Two, to serve as
a member of the Zoo/Trek Authority Board for a three-year term, representing the twenty
small cities and towns within the Pierce County Regional Council boundary.

Date: _____

By: _____

Title: _____

This form must be accompanied by a certified copy of the council resolution or motion. Ballots must be received by Pierce County Regional Council Clerk by 5 p.m., April 13, 2001.



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: PATRICIA IOLAVERA, SENIOR PLANNER
SUBJECT: PUBLIC HEARING AND FIRST READING OF A NEW ORDINANCE
ESTABLISHING CHAPTER 16.11 - BINDING SITE PLANS
DATE: MARCH 20, 2001

INFORMATION/BACKGROUND

This is a public hearing and a first reading of an ordinance establishing a new chapter 16.11 - Binding Site Plans. This ordinance contains the changes recommended by the City Attorney. This ordinance relates to the division of land, providing an administrative procedure for the division of commercially and industrially zoned property, as an alternative to the subdivision and short subdivision process. The goal of this ordinance is to allow large multi-tenant developments to develop under the normal site plan, and subsequently be able to subdivide their property for sale, binding all parties to the original terms of the permit approvals.

POLICY CONSIDERATIONS

Binding Site Plan Ordinances are utilized after developments have gone through the entire site plan approval process, allowing developers of properties such as shopping complexes, to parcel and sell their property, at the same time binding the new owners to the original site plan and all its elements. Without a binding site plan process, problems arise at subdivision because elements such as parking, landscaping, setbacks, and other zoning requirements must be considered for the individual properties, not the project as a whole where in they may be shared. Without a binding site plan ordinance, one or two owners hold all the land in the development and it cannot be subdivided for sale.

FISCAL CONSIDERATIONS

There is no cost to the City involved in these changes.

RECOMMENDATION

Planning Staff and the Planning Commission recommend adoption of this ordinance.

ORDINANCE NO. _____

AN ORDINANCE RELATING TO THE DIVISION OF LAND AND PROVIDING AN ADMINISTRATIVE BINDING SITE PLAN PROCEDURE FOR THE DIVISION OF COMMERCIAL AND INDUSTRIALLY ZONED PROPERTY, AS AN ALTERNATIVE TO THE SUBDIVISION AND SHORT SUBDIVISION PROCESS; DESCRIBING THE ELEMENTS OF A COMPLETE APPLICATION, SETTING FORTH THE CRITERIA FOR APPROVAL; DESCRIBING THE EFFECT OF A BINDING SITE PLAN ON FUTURE SALES AND DEVELOPMENT OF PROPERTY; ADDING A NEW CHAPTER 16.11 TO THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, a binding site plan is a means of dividing commercial and industrial property into stand alone lots within an integrated development, as authorized by RCW 58.17.035; and

WHEREAS, the City currently has no procedure for binding site plans; and

WHEREAS, the Planning Staff recommended adoption of a binding site plan procedure because binding site plans facilitate financing, or sale or lease, of developments by creating separate lots for individual ownership, and

WHEREAS, binding site plans will be applicable only to those approved projects that have undergone, or are undergoing, all site plan and design review requirements of the City, or those existing developments with valid site plans that have previously received approval by the City of Gig Harbor; and

WHEREAS, pursuant to RCW 36.70A.106 DCTED was notified on October 12, 2000, of the City of Gig Harbor's intention to add a Chapter 16.11 – Binding Site Plan Ordinance to Title

16 – Subdivisions, in order to provide a procedure for the division of commercially and industrially zoned property as an alternative to the subdivision and short plat process; and

WHEREAS, the City SEPA responsible official has issued a Determination of Non Significance for this Ordinance on January 24, 2001; and

WHEREAS, a copy of this Ordinance will be sent to the Department of Community Trade and Economic Development; and

WHEREAS, on October 5, 2000 and on November 2, 2000, the Planning Commission held public hearings on an ordinance adopting binding site plan regulations, and made a recommendation for approval to the City Council; and

WHEREAS, on March 12, 2001, the City Council considered an ordinance adopting binding site plan regulations and changes were recommended by the City Attorney; and

WHEREAS, on March 26, 2001, the Council held a public hearing on this Ordinance; Now, Therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. A new chapter 16.11 is added to Gig Harbor Municipal Code Title 16 to read as follows:

CHAPTER 16.11

BINDING SITE PLANS

- 16.11.010 Purpose**
- 16.11.020 Applicability.**
- 16.11.030 Complete binding site plan application.**
- 16.11.040 Approval of binding site plan.**
- 16.11.050 Recording and binding effect.**
- 16.11.060 Amendment, modification and vacation**

16.11.001 Purpose. The purpose of this chapter is to create a process for dividing commercially and industrially zoned property, as authorized by RCW 58.17.035. On sites that are fully developed, the binding site plan merely creates new interior lot lines or alters existing interior lot lines. In all cases the binding site plan ensures, through written agreements among all lot owners, that the collective lots continue to function as one site for the following purposes, which shall not be limited to: lot access; interior circulation; common utilities; open space; landscaping and drainage; facility maintenance; and coordinated parking.

16.11.002 Applicability. Any person seeking the use of a binding site plan to divide his or her property for the purpose of sale, lease or transfer of ownership of commercially or industrially zoned property, is required to have or apply for, a complete, approved, and valid site plan (via City of Gig Harbor Site Plan Review application), prior to any property division, as provided in chapter 58.17 RCW and as required by this chapter.

- A. The site which will be subject to the binding site plan shall consist of one (1) or more contiguous lots legally created.
- B. The binding site plan process merely creates or alters existing lot lines and does not authorize substantial improvements or changes to the property or the uses thereon.

16.11.003 Complete binding site plan application. A proposed binding site plan shall be considered under the zoning and other land use control ordinances in effect on the land at the time a fully completed application for a binding site plan is submitted. In addition to the requirements for a complete application set forth in GHMC Section 19.02.002, an applicant for a binding site plan permit shall submit the following:

- A. A completed application form provided by the department, signed by all property owners of the subject property or their authorized agents, with supporting documents as required below and which contains sufficient information to determine compliance with adopted rules and regulations.
- B. A valid site plan approved by the City, or a pending application before the City.
- C. At a minimum, binding site plan applications shall include all regular site plan elements per GHMC Chapter 17.96.050 as long as the following elements are included:
 - 1. a map or plan showing the location and size of all new proposed lots;
 - 2. proposed and existing structures including elevations and floor plans as

known, (plans which show building envelopes rather than footprints must include post-construction treatment of unoccupied areas of the building envelopes);

3. all proposed or existing uses;
 4. the location of proposed or existing open space including any required landscaped areas;
 5. the layout of an internal vehicular and pedestrian circulation system, including proposed ingress and egress for vehicles;
 6. the number and location of proposed or existing parking spaces on and off the site;
 7. a copy of a grading plan and a drainage plan approved by either the City of Gig Harbor – Public Works Department (or any other requirement specified in the City of Gig Harbor Surface Water Design Manual or GHMC); or by Pierce County in the case of pre-annexation construction;
 8. the location and size of on site water bodies and drainage features, both natural and manmade;
 9. a layout of sewers and the proposed water distribution system;
 10. the location and size of any utility trunk lines serving the site;
 11. a phasing plan and time schedule, if the site is intended to be developed in phases or if all building permits will not be submitted within three years; and
 12. a list of any other development permits or permit applications having been filed for the same site;
- D. a completed environmental checklist, if required by Chapter 18.04 GHMC.
- E. copies of all covenants, easements, maintenance agreements or other documents regarding mutual use of parking and access;
- F. copies of all easements, deed restrictions or other encumbrances restricting the use of the site;

- G. documentation of the date and method of segregation for the subject property verifying that the lot or lots were created in accordance with the short subdivision or subdivision laws in effect at the time of creation; and
- H. the payment of fees.

16.11.004 Approval of binding site plan.

- A. Binding Site Plan applications are Type II permit applications. The decision maker shall review the application and may approve the application if the following findings are made:
 - 1. the proposed lots will continue to function and operate as one site, for fully developed sites; and
 - 2. the decision maker must make findings that the application conforms to the criteria of the approved site plan, and the applicable development regulations; and
 - 3. all the applicable development regulations including Title 16 of the GHMC.
- B. The binding site plan shall contain the conditions to which the binding site plan is subject, including any applicable irrevocable dedications of property and containing a provision requiring that any development of the site shall be in conformity with the approved site plan, and any applicable subdivision requirements of chapter 16.08.
- C. The decision maker shall (in the case of extant development), or may (in the case of new development) authorize sharing of open space, parking, access and other improvements among contiguous properties subject to the binding site plan. Conditions of use, maintenance and restrictions on redevelopment of shared open space, parking, access and other improvements shall be identified on the binding site plan and enforced by covenants, easements or other similar mechanisms. Such agreements and restrictions shall be filed with the Pierce County Auditor and run with the property. Such agreements shall be approved as to form by the City Attorney prior to the time that a decision is made on the binding site plan application.

16.11.005 Recording and binding effect.

A. The approved binding site plan recording forms shall meet all requirements of chapter 16.08.003 for filing plat for record.

16.11.006 Amendment, modification and vacation. Amendment, modification and/or vacation of a binding site plan shall be accomplished by following the same procedure and satisfying the same laws, and conditions as required for a new binding site plan application, as set forth in this chapter. If a portion of a binding site plan is vacated, the property subject to the vacated portion shall constitute one (1) lot unless the property is subsequently divided by an approved subdivision or short subdivision.

Section 2. As required by RCW 36.70A.106(2), a copy of this Ordinance will be sent to the Washington Department of Trade and Community Development, within ten (10) days after final adoption.

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

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

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

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

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

SUMMARY OF ORDINANCE NO. ____

of the City of Gig Harbor, Washington

On _____, 2001, 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 RELATING TO THE DIVISION OF LAND AND PROVIDING AN ADMINISTRATIVE BINDING SITE PLAN PROCEDURE FOR THE DIVISION OF COMMERCIAL AND INDUSTRIALLY ZONED PROPERTY AS AN ALTERNATIVE TO THE SUBDIVISION AND SHORT SUBDIVISION PROCESS; DESCRIBING THE ELEMENTS OF A COMPLETE APPLICATION, SETTING FORTH THE CRITERIA FOR APPROVAL; DESCRIBING THE EFFECT OF A BINDING SITE PLAN ON FUTURE SALES AND DEVELOPMENT OF PROPERTY; ADDING A NEW CHAPTER 16.11 TO THE GIG HARBOR MUNICIPAL CODE.

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

APPROVED by the City Council at their meeting of _____,
2001.

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
SUBJECT: ASSIGNED COUNSEL AGREEMENT
DATE: MARCH 21, 2001

MMA

INFORMATION/BACKGROUND

Pierce County provides indigent defense services for the Gig Harbor Municipal Court through Pierce County's Department of Assigned Counsel. The attached contract authorizes the continuation of this relationship, prior to the first billing period for the year 2001.

POLICY CONSIDERATIONS

Except for the change of dates and payment amounts, the contract provisions are identical to Assigned Counsel contract provisions approved by the City Council in the year 2000.

FISCAL CONSIDERATIONS

The new contract provides for slightly less than a 3.9% increase in cost for services for 2001. The contract can be evaluated quarterly to determine whether payments should be revised to accurately reflect costs. In previous years, such revision has not been necessary.

RECOMMENDATION

Staff recommends approval of the agreement.

ASSIGNED COUNSEL AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January, 2001, by and between the City of Gig Harbor, (hereinafter called the "City"), and Pierce County, (hereinafter called the "County").

WITNESSETH:

WHEREAS, the Revised Code of Washington, Rules for Courts of Limited Jurisdiction JCR 2.11 requires legal counsel to be furnished every indigent defendant charged in the Gig Harbor Municipal Court with an offense whereby upon conviction may be punished by imprisonment; and

WHEREAS, the Gig Harbor Municipal Court Judge and City Administrator determined that the Pierce County Department of Assigned Counsel (hereinafter "the Department") is capable and qualified to provide the necessary and required legal services; and

WHEREAS, said Judge and City Administrator have evaluated the performance of the above-named Department and found the requirements of the Rules for Court of Limited Jurisdiction met by providing the necessary and qualified legal services to indigent defendants, thereby satisfying the requirements of the Judge of the Municipal Court; and

WHEREAS, the Pierce County Department of Assigned Counsel indicated their willingness to enter into a contractual agreement to furnish such services to the City for the period beginning January 1, 2001 and ending December 31, 2001.

NOW THEREFORE,

1. The Department will provide legal counsel services to indigent defendants in the Gig Harbor Municipal Court for the 2001 calendar year. Such services will include, but are not limited, to, legal services to all indigent defendants charged with misdemeanor crimes, including, where appropriate, interviewing defendants held in custody, representation at arraignments as requested by the Court, and at all subsequent proceedings in the Municipal Court. Indigency status will be determined by the City in coordination with the Court.
2. In return for the services rendered to the city and to those indigent defendants represented by the Department, the City agrees to pay the County a sum not to exceed \$29,600.48 annually, commencing January 1, 2001, and ending December 31, 2001. Payments shall be due and payable in the amount of \$7400.12 the end of each quarter for those services rendered.
3. The parties to this agreement may review the agreement quarterly to determine whether

the costs contemplated by the Department of Assigned Counsel have been materially altered such that the payments made by the City are not proportionate to the actual cost of the services provided. Every quarter, the Department shall provide the City with the appropriate records to facilitate such review. If at any such review by the Department or by the City it is determined that the actual expenses of the Department have been materially increased or decreased, then the payment provisions of this Agreement may be amended upon written agreement by the parties, or upon the option of either party, canceled with 90 days written notice.

4. The Department will comply with such reporting and project evaluation requirements as may be established by the City to enable it to appraise the effectiveness of the Department's services. Upon request by the City, the Department shall allow the City reasonable access to its records for the purpose of evaluating the Department's performance under this paragraph.
5. The Department will not subcontract any of its responsibilities or activities required hereunder without the prior written approval of the Judge(s) of the Municipal Court of Gig Harbor and the City.
6. The Department shall carry on its activities pursuant to this agreement at all times in full compliance with all applicable laws, rules and regulations of the United States Government, the State of Washington, the County of Pierce, and the City of Gig Harbor.
7. In all hiring or employment made possible by or resulting from this Agreement, (1) there will not be any discrimination against any employee or applicant for employment because of race, color, religion, sex, or national origin, (2) affirmative action will be taken to assure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, or marital status, and (3) the Department agrees to comply with Section 504 of the Rehabilitation Act of 1973, thereby assuring that no person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or other be subjected to discrimination under any program, service, or activity provided by the Department as part of this Agreement.
8. None of the funds, materials, property, or services provided directly or indirectly in this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office. None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to defeat or support legislation pending before any legislative body.
9. The County shall provide all the Department's malpractice coverage either through malpractice insurance or through self-insurance.
10. The Department agrees to indemnify, defend and hold the City harmless for any and all claims or liabilities of any nature for any negligent or intentional acts performed by the Department, its agents or employees pursuant to this Agreement.

- 11. Either party may terminate this Agreement by providing the other with written notice 30 days prior to the termination date.
- 12. The written provisions of this Agreement shall supersede all prior verbal statements of any officer or representative of the City, or any prior agreements between the parties and such statement or prior agreements shall not be effective or be construed as entering into, forming a part of, or altering this Agreement in any way. The entire agreement between the parties is contained in this Agreement document.
- 13. In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the remaining provisions shall remain in full force and effect.
- 14. Notice given pursuant to the Agreement shall be given in writing to the parties as follows:

Department: Department of Assigned Counsel
 949 Market Street, Suite 334
 Tacoma, WA 98402

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

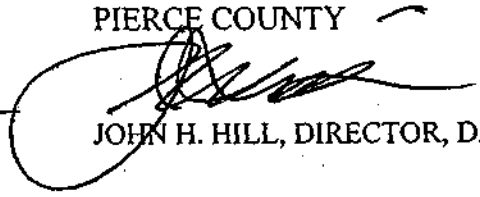
This Agreement shall be in effect until the 31st day of December, 2001, provided that it be renewable or renegotiable on or before such termination date.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year above written.

CITY OF GIG HARBOR

PIERCE COUNTY

MAYOR GRETCHEN A. WILBERT


 JOHN H. HILL, DIRECTOR, DAC

CITY ADMINISTRATOR

~~PIERCE COUNTY EXECUTIVE DIRECTOR~~

PIERCE COUNTY
CONTRACT SIGNATURE PAGE
Indigent Defense - Yr. 2001

Contract # 12348

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 20__.

CONTRACTOR:

see contract
Contractor Signature _____ Date _____

Title of Signatory Authorized by Firm Bylaws _____

Name: City of Gig Harbor

UBI No. _____

Address: _____

Mailing Address: _____

Contact Name: _____

Phone: _____

Fax: _____

PIERCE COUNTY:

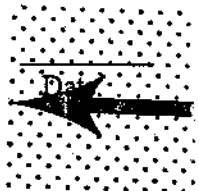
RECOMMENDED:

see contract
Department Director _____ Date _____

[Signature]
Prosecuting Attorney (as to form only) _____ Date _____

[Signature]
Budget and Finance _____ 3/12/01
Date _____

County Executive (if over \$250,000) _____ Date _____



CONTRACTOR-

Complete the tax status information for one of the following business entity types. Individual or Corporate name must exactly match that which is registered with either Social Security Administration or Internal Revenue Service.

SOLE PROPRIETOR: _____
Business Owner's Name

Business Owner's Social Security Number

DBA/Business or Trade Name (if applicable) _____

PARTNERSHIP: _____
Name of Partnership

Partnership's Employer Identification Number

CORPORATION: _____
Name of Corporation

Corporation's Employer Identification Number



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: STREET LIGHT OPERATION EASEMENT AND USE AGREEMENT
GREYHAWK AVENUE
DATE: MARCH 20, 2001

DRS

INTRODUCTION/BACKGROUND

On November 15, 2000, Mr. Peter Hampl, Greyhawk Homeowners Association President contacted the Public Works Department requesting the City to enter into an agreement with the Greyhawk Homeowners Association (Greyhawk) to take over the operation and maintenance of three street lights located along Greyhawk Avenue. Greyhawk Avenue is a public street that the City currently maintains. The street lights that would be turned over to the City are located on private property, therefore, Greyhawk will, as part of the agreement, grant the City an easement for the property surrounding the lights.

Currently, in new developments along public streets, the right-of-way width required for the street includes the width necessary for the inclusion of the street lights within the public right-of-way. Greyhawk Avenue was constructed without the proper width to allow inclusion of the street lights within the public right-of-way. The attached agreement will grant an easement to the City for the purpose of operating, maintaining, repairing, removing, or replacing the three street lights located along Greyhawk Avenue.

ISSUES/FISCAL IMPACT

The City currently operates and maintains several street lights throughout the City as part of our annual operation and maintenance (O&M) budget. The inclusion of the street lights along Greyhawk Avenue will have very little impact to the City's O&M budget.

RECOMMENDATION

Staff recommends that Council authorize the execution of the Street Light Operation Easement and Use Agreement between the Greyhawk Homeowners Association and the City of Gig Harbor.

STREET LIGHT OPERATION EASEMENT AND USE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2001, by and between the City of Gig Harbor, a Washington Municipal Corporation (hereinafter the "City"), and Margie R. Cowden, 7766 Greyhawk Place, Gig Harbor, Washington 98335, Scott R. and Mickie A. Williams, 7788 Greyhawk Place, Gig Harbor, Washington 98335, John N., Maria, and Nancy J. Picinich, 7803 Insel Avenue, Gig Harbor, Washington 98335, Peter F. and Jeanne T. Hampl, 7855 Greyhawk Avenue, Gig Harbor, Washington 98335, Roger E. and Marilyn J. Nelson-Ehret, 3664 Edwards Street, Gig Harbor, Washington 98335, Joseph W. and Marguerite C. Eynon, 3688 Edwards Street, Gig Harbor Washington 98335 (Mailing Address: 4810 20th Avenue, Gig Harbor, Washington 98335), (hereinafter the "Homeowners").

In consideration of the performance by the parties of the covenants, terms and conditions hereinafter set forth, and other good and valuable consideration, the Homeowners convey and warrant to the City the following easement:

Section 1. Warranty. The Homeowners warrant that they are the owners of a substantial beneficial or fee interest in the real property legally described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the "Property").

Section 2. Perpetual Easement. The Homeowners hereby grant a nonexclusive perpetual easement over the Homeowner's property, for the City's access to three (3) street lights, such easement to abut the exterior property line, ten (10) feet in width by fifteen (15) feet in length, as shown on the map in Exhibits B 1-4, attached hereto and incorporated herein by this reference. The easement shall be for the purpose of operating, maintaining, repairing, removing, replacing and using three (3) street lights located at Northeast corner of Parcel No. R400067-003-0, the Southeast corner of Parcel No. R400067-004-0, the Northeast corner of Parcel No. 400067-007-0, the Southeast corner of Parcel No. R400067-008-0, the Northwest corner of Parcel No. R400067-020-0, and the Northeast corner of Parcel No. R400067-021-0. Together with all necessary appurtenances and together with the nonexclusive right of ingress to and egress from said property for the foregoing purposes.

Section 3. Conditions of Easement. The City's decision to take over the maintenance, repair and cost of operation of the three (3) street lights in the Greyhawk subdivision located at Northeast corner of Parcel No. 400067-003-0, the Southeast corner of Parcel No. R400067-004-0, the Northeast corner of Parcel No. R400067-007-0, the Southeast corner of Parcel No. 400067-008-0, the Northwest corner of Parcel No. R400067-020-0 and the Northeast corner of Parcel No. R400067-021-0 is expressly conditioned upon the following conditions and covenants which the parties agree to faithfully and fully observe:

If to the Homeowners:

Margie R. Cowden
7766 Greyhawk Place
Gig Harbor, Washington 98335

Scott R. and Mickie A. Williams
7788 Greyhawk Place
Gig Harbor, Washington 98335

John N., Maria, and Nancy J. Picinich
7803 Insel Avenue
Gig Harbor, Washington 98335

Peter F. and Jeanne T. Hampl
7855 Greyhawk Place
Gig Harbor, Washington 98335

Roger E. and Marilyn J. Nelson-Ehret
3664 Edwards Street
Gig Harbor, Washington 98335

Joseph W. and Marguerite C. Eynon
Mailing Address: 4810 20th Avenue
Gig Harbor, Washington 98335
Greyhawk Address: 3688 Edwards Street
Gig Harbor, Washington 98335

Section 6. Successors. This Agreement shall be recorded against the property in the records of the Pierce County Auditor and shall inure to the benefit of and be binding upon all owners of the property, and owners of any after-acquired interest in the property, and their successors and assigns.

Section 7. Disputes, Governing Law. This Agreement shall be construed in accordance with the laws of the State of Washington. In the event of a dispute, the non-prevailing party shall be required to pay the prevailing party's reasonable attorneys' fees and costs, together with any expert witness fees.

EXECUTED as of the date hereinabove set forth.

CITY OF GIG HARBOR

^E
GRAYHAWK HOMEOWNERS ASSN.

By: _____
Its _____

By: Margie R. Cowden
Margie R. Cowden (OWNER)
Address: 7766 Greyhawk Ave
Gig Harbor WA 98335
Telephone: 253-858-7231

By: _____
Scott R. Williams (OWNER)
Address: _____
Telephone: _____

By: _____
Mickie A. Williams (OWNER)
Address: _____
Telephone: _____

By: _____
John N. Picinich (OWNER)
Address: _____
Telephone: _____

By: _____
Maria Picinich (OWNER)
Address: _____
Telephone: _____

By: _____
Nancy J. Picinich (OWNER)
Address: _____
Telephone: _____

By: _____
Peter F. Hampl (OWNER)
Address: _____
Telephone: _____

By: _____
Jeanne T. Hampl (OWNER)
Address: _____
Telephone: _____

By: _____
Roger E. Nelson-Ehret (OWNER)
Address: _____
Telephone: _____

By: _____
Marilyn J. Nelson-Ehret (OWNER)
Address: _____
Telephone: _____

EXECUTED as of the date hereinabove set forth.

CITY OF GIG HARBOR

^EGRAYHAWK HOMEOWNERS ASSN.

By: _____
Its _____

By: _____
Margie R. Cowden (OWNER)
Address: _____
Telephone: _____

By: Scott Williams
Scott B. Williams (OWNER)
Address: 778 Greyhawk
Gig Harbor, WA 98335
Telephone: 503-673-0068

By: Mickie A. Williams
Mickie A. Williams (OWNER)
Address: 778 Greyhawk
Gig Harbor, WA 98335
Telephone: 503-673-0068

By: _____
John N. Picinich (OWNER)
Address: _____
Telephone: _____

By: _____
Maria Picinich (OWNER)
Address: _____
Telephone: _____

By: _____
Nancy J. Picinich (OWNER)
Address: _____
Telephone: _____

By: _____
Jeanne T. Hampl (OWNER)
Address: _____
Telephone: _____

By: _____
Peter F. Hampl (OWNER)
Address: _____
Telephone: _____

By: _____
Jeanne T. Hampl (OWNER)
Address: _____
Telephone: _____

By: _____
Roger E. Nelson-Ehret (OWNER)
Address: _____
Telephone: _____

By: _____
Marilyn J. Nelson-Ehret (OWNER)
Address: _____
Telephone: _____

EXECUTED as of the date hereinabove set forth.

CITY OF GIG HARBOR

^E GRAYHAWK HOMEOWNERS ASSN.

By: _____
Its _____

By: _____
Margie R. Cowden (OWNER)

Address: _____

Telephone: _____

By: _____
Scott R. Williams (OWNER)

By: _____
Mickie A. Williams (OWNER)

Address: _____

Address: _____

Telephone: _____

Telephone: _____

By: John Picinich
John N. Picinich (OWNER)
Address: PO Box 443
Gig Harbor, WA 98335
Telephone: 858-9082

By: Maria Picinich
Maria Picinich (OWNER)
Address: 7838 Grayhawk Pl.
Gig Harbor, WA 98335
Telephone: 858-2209

By: Nancy J. Picinich
Nancy J. Picinich (OWNER)
Address: PO Box 443
Gig Harbor, WA 98335
Telephone: 858-9082

By: _____
Peter F. Hampl (OWNER)

By: _____
Jeanne T. Hampl (OWNER)

Address: _____

Address: _____

Telephone: _____

Telephone: _____

By: _____
Roger E. Nelson-Ehret (OWNER)

By: _____
Marilyn J. Nelson-Ehret (OWNER)

Address: _____

Address: _____

Telephone: _____

Telephone: _____

EXECUTED as of the date hereinabove set forth.

CITY OF GIG HARBOR

^EGREYHAWK HOMEOWNERS ASSN.

By: _____
Its _____

By: _____
Margie R. Cowden (OWNER)
Address: _____
Telephone: _____

By: _____
Scott R. Williams (OWNER)
Address: _____
Telephone: _____

By: _____
Mickie A. Williams (OWNER)
Address: _____
Telephone: _____

By: _____
John N. Picinich (OWNER)
Address: _____
Telephone: _____

By: _____
Maria Picinich (OWNER)
Address: _____
Telephone: _____

By: _____
Nancy J. Picinich (OWNER)
Address: _____
Telephone: _____

By: Peter F. Hampl
Peter F. Hampl (OWNER)
Address: 7898 Greyhawk Ave
Gig Harbor WA 98335
Telephone: 253-857-7784

By: Jeanne T. Hampl
Jeanne T. Hampl (OWNER)
Address: 7898 Greyhawk Ave
Gig Harbor WA 98335
Telephone: 253-857-7784

By: _____
Roger E. Nelson-Ehret (OWNER)
Address: _____
Telephone: _____

By: _____
Marilyn J. Nelson-Ehret (OWNER)
Address: _____
Telephone: _____

EXECUTED as of the date hereinabove set forth.

CITY OF GIG HARBOR

^E GRAYHAWK HOMEOWNERS ASSN.

By: _____
Its _____

By: _____
Margie R. Cowden (OWNER)
Address: _____
Telephone: _____

By: _____
Scott R. Williams (OWNER)
Address: _____
Telephone: _____

By: _____
Mickie A. Williams (OWNER)
Address: _____
Telephone: _____


By: _____
John N. Picinich (OWNER)
Address: _____
Telephone: _____


By: _____
Maria Picinich (OWNER)
Address: _____
Telephone: _____

By: _____
Nancy J. Picinich (OWNER)
Address: _____
Telephone: _____

By: _____
Peter F. Hampl (OWNER)
Address: _____
Telephone: _____

By: _____
Jeanne T. Hampl (OWNER)
Address: _____
Telephone: _____

By: 
Roger E. ~~Nelson~~-Ehret (OWNER) *RE*
Address: 3664 EDWARDS DR.
GIG HARBOR, WA 98335
Telephone: 253-851-6957

By: 
Marilyn J. Nelson-Ehret (OWNER)
Address: 3664 EDWARDS DR.
GIG HARBOR, WA 98335
Telephone: 253-851-6957

By: Joseph W. Eynon
Joseph W. Eynon (OWNER)
Address: 3866 Spadina
Big Harbor
Telephone: (253) 858-8145

By: Marguerite C. Eynon
Marguerite C. Eynon (OWNER)
Address: 3866 Spadina
Big Harbor
Telephone: (253) 858-8145

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 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 the City of Gig Harbor, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

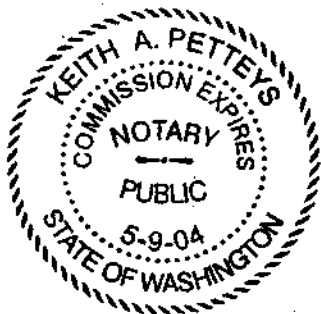
Dated: _____

(print or type name)
NOTARY PUBLIC, 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 Margie R. Cowden is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the owner of the Parcel #R400067-003-0 in the subdivision of Greyhawk in Gig Harbor, Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: JAN 9, 2001



Keith A. Petteys

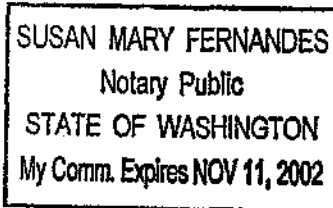
Keith A. Petteys
(print or type name)
NOTARY PUBLIC, State of Washington,
residing at: Fox Island, WA.
My Commission expires: 5-9-04

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Scott R. Williams and Mickie A. Williams are the persons who appeared before me, and said persons acknowledged that (he/she) was authorized to execute this instrument and acknowledged it as the owners of the Parcel #R400067-004-0, in the subdivision of Greyhawk in Gig Harbor, Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1-24-01

Scott Williams
Scott R. Williams



Mickie A. Williams
Mickie A. Williams

(print or type name)

NOTARY PUBLIC, State of Washington,

residing at: Gig Harbor, WA

My Commission expires: 11/11/2002

Susan Fernandes
Notary Public

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that John N. Picinich, Nancy J. Picinich, and Maria Picinich are the persons who appeared before me, and said persons acknowledged that (he/she) was authorized to execute this instrument and acknowledged it as the owners of the Parcel #R400067-007-0, in the subdivision of Greyhawk in Gig Harbor, Washington, 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, 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 Scott R. Williams and Mickie A. Williams are the persons who appeared before me, and said persons acknowledged that (he/she) was authorized to execute this instrument and acknowledged it as the owners of the Parcel #R400067-004-0, in the subdivision of Greyhawk in Gig Harbor, Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

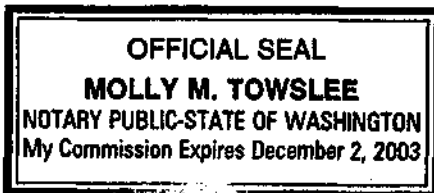
Dated: _____

(print or type name)
NOTARY PUBLIC, 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 John N. Picinich, Nancy J. Picinich, and Maria Picinich are the persons who appeared before me, and said persons acknowledged that (he/she) was authorized to execute this instrument and acknowledged it as the owners of the Parcel #R400067-007-0, in the subdivision of Greyhawk in Gig Harbor, Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1/10/01

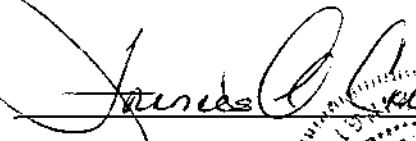


Molly M Towslee
Molly M. Towslee
(print or type name)
NOTARY PUBLIC, State of Washington,
residing at: Gig Harbor
My Commission expires: 12/2/03

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Peter F. Hampl and Jeanne T. Hampl are the persons who appeared before me, and said persons acknowledged that (he/she) was authorized to execute this instrument and acknowledged it as the owners of the Parcel #R400067-008-0, in the subdivision of Greyhawk in Gig Harbor, Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1.23-2001.


FRANCES A. CREEGER
(print or type name)
NOTARY PUBLIC, State of Washington
residing at: 1217 1st St. Gig Harbor, WA 98143
My Commission expires: 8-29-2004

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Roger E. Ehret and Marilyn J. Nelson-Ehret are the persons who appeared before me, and said persons acknowledged that (he/she) was authorized to execute this instrument and acknowledged it as the owners of the Parcel #R400067-020-0, in the subdivision of Greyhawk in Gig Harbor, Washington, 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, 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 Peter F. Hampl and Jeanne T. Hampl are the persons who appeared before me, and said persons acknowledged that (he/she) was authorized to execute this instrument and acknowledged it as the owners of the Parcel #R400067-008-0, in the subdivision of Greyhawk in Gig Harbor, Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

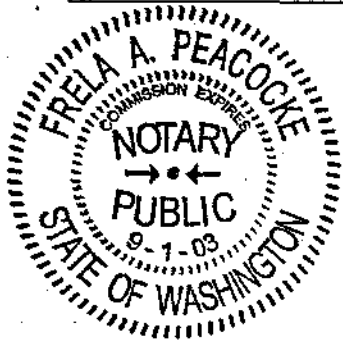
Dated: _____

(print or type name)
NOTARY PUBLIC, 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 Roger E. Ehret and Marilyn J. Nelson-Ehret are the persons who appeared before me, and said persons acknowledged that (he/she) was authorized to execute this instrument and acknowledged it as the owners of the Parcel #R400067-020-0, in the subdivision of Greyhawk in Gig Harbor, Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: FEBRUARY 22, 2001



Frela A. Peacocke

FRELA A. PEACOCKE

(print or type name)
NOTARY PUBLIC, State of Washington,
residing at: GIG HARBOR
My Commission expires: 9-1-03

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Joseph W. Eynon and Marguerite C. Eynon are the persons who appeared before me, and said persons acknowledged that (he/she) was authorized to execute this instrument and acknowledged it as the owners of the Parcel #R400067-021-0, in the subdivision of Greyhawk in Gig Harbor, Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Jan 8, 2001

Dennis E Hewitt

Dennis E Hewitt

(print or type name)

NOTARY PUBLIC, State of Washington,

residing at: Takoma Wa

My Commission expires: 6-17-2001

✓

EXHIBIT A

Legal description Parcel #400067-003-0

Lot 3 of Greyhawk, according to the plat recorded November 3, 1992 under auditor's No. 9211030134, Gig Harbor, Pierce County, Washington.

Legal description Parcel #400067-004-0

Lot 4 of Greyhawk, according to the plat recorded November 3, 1992 under auditor's No. 9211030134, Gig Harbor, Pierce County, Washington.

Legal description Parcel #400067-007-0

Lot 7 of Greyhawk, according to the plat recorded November 3, 1992 under auditor's No. 9211030134, Gig Harbor, Pierce County, Washington.

Legal description Parcel #400067-008-0

Lot 8 of Greyhawk, according to the plat recorded November 3, 1992 under auditor's No. 9211030134, Gig Harbor, Pierce County, Washington.

Legal description Parcel #400067-020-0

Lot 20 of Greyhawk, according to the plat recorded November 3, 1992 under auditor's No. 9211030134, Gig Harbor, Pierce County, Washington.

Legal description Parcel #400067-021-0

Lot 21 of Greyhawk, according to the plat recorded November 3, 1992 under auditor's No. 9211030134, Gig Harbor, Pierce County, Washington.

EXHIBIT B-1

Location of street lights:

Light #1: An area of 10-ft by 15-ft of the Northeast corner of Parcel #R400067-003-0
and

An area of 10-ft by 15-ft of the Southeast corner of Parcel #R400067-004-0

Light #2: An area of 10-ft by 15-ft of the Northeast corner of Parcel #R400067-007-0
and

An area of 10-ft by 15-ft of the Southeast corner of Parcel #R400067-008-0

Light #3: An area of 10-ft by 15-ft of the Northwest corner of Parcel #R400067-020-0
And

An area of 10-ft by 15-ft of the Northeast corner of Parcel #R400067-021-0

Exhibit B-3

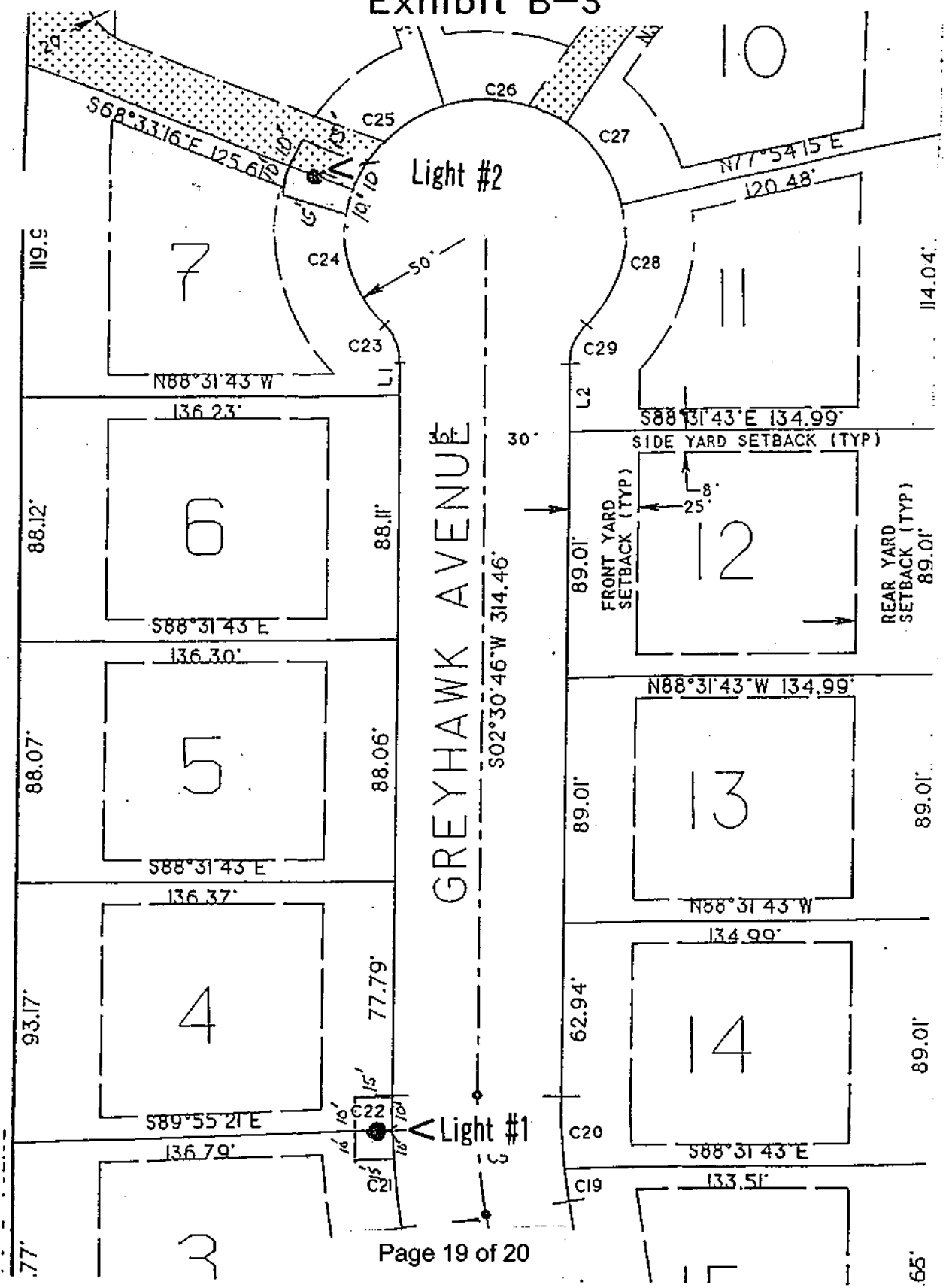
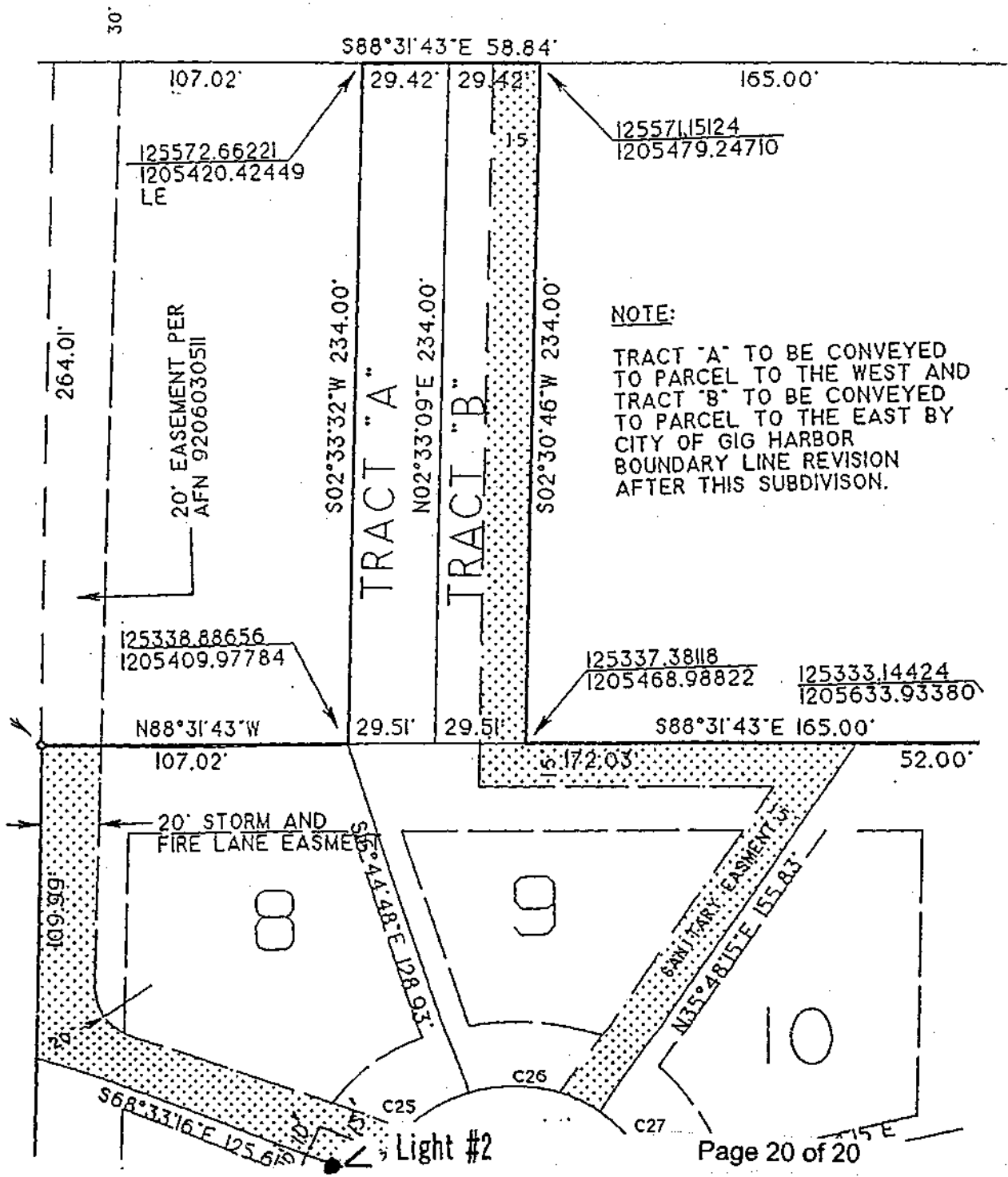


Exhibit B-4

ROSEDALE STREET

N88°31'43"



NOTE:

TRACT "A" TO BE CONVEYED TO PARCEL TO THE WEST AND TRACT "B" TO BE CONVEYED TO PARCEL TO THE EAST BY CITY OF GIG HARBOR BOUNDARY LINE REVISION AFTER THIS SUBDIVISION.



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: PUMP STATION 3A PROJECT, CSSP - 0002
- BID AWARD
DATE: MARCH 20, 2001

DRS

INTRODUCTION/BACKGROUND

A budgeted objective in the City's sewer department is the construction of a new sewer lift station that will replace the existing undersized pump station #3. The new pump station will be constructed in the recently acquired property on the west side of Harborview Drive near the Beach Basket. The proposed pump station will provide the City with the increase in capacity to handle the projected 20-year growth in sewer volume, and is a requirement of the City's NPDES permit.

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

1	STRIDER CONSTRUCTION CO., INC.	\$1,101,863.30
2	TEK CONSTRUCTION, INC.	\$1,160,723.75
3	STOUDER GENERAL CONSTRUCTION, LLC	\$1,127,650.00
4	STAN PALMER CONSTRUCTION, INC.	\$1,221,899.70
5	PROSPECT CONSTRUCTION, INC.	\$1,319,061.06

The lowest bid proposal received was from Strider Construction Co., Inc., in the amount of One million one hundred one thousand eight hundred sixty-three dollars and thirty cents (\$1,101,863.30).

ISSUES/FISCAL IMPACT

The low bid is above Earth Tech Consulting engineer's estimate of \$790,102.90. The 2001 budget amount for this project was \$500,000.00; an estimate based on Earth Tech's pump station sizing at the initial design stage. The proposed pump station was increased in size by 35 percent, based on new population and flow projections and the update to the comprehensive plan. The low bids have been reviewed by staff and the design engineer and there have been no discrepancies or errors found.

The 2001 sewer capital budget cannot support the increase in costs of a capital facility project of this amount. Therefore, staff recommends that the City finance the construction cost of this project through the sale of bonds concurrent with the bond sale for the Civic Center. This option will provide the City with an economy of scale for a low interest finance package with a twenty-year amortization.

RECOMMENDATION

I recommend Council authorize award and execution of the contract for the Pump Station 3A Project (CSSP-0002) to Strider Construction Company, Inc., as the lowest responsible bidder, for their bid proposal amount of One million one hundred one thousand eight hundred sixty-three dollars and thirty cents (\$1,101,863.30).

✓

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MITCH BARKER, CHIEF OF POLICE MB
SUBJECT: FEBRUARY INFORMATION FROM PD
DATE: MARCH 19, 2001

The February activity statistics are attached for your review. The 2000 Year End Report is also being forwarded as a separate document.

The Reserves contributed 101 hours in February. One of our reserves was present at Gig Harbor High when the earthquake occurred and was able to assist school officials in evacuating the building.

The Marine Services Unit was not active in February. We are in the process of obtaining quotes for the purchase of a new vessel hull.

Bicycle patrols have been curtailed due to a staffing shortage. We anticipate more bike patrols as we get officers back from extended sick leaves and when our new officers join us from the Academy.



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

GIG HARBOR POLICE DEPARTMENT

MONTHLY ACTIVITY REPORT

February 2001

	<u>Feb</u> <u>2001</u>	<u>YTD</u> <u>2001</u>	<u>YTD</u> <u>2000</u>	<u>% chg to</u>
CALLS FOR SERVICE	432	840	761	+ 10
CRIMINAL TRAFFIC	15	35	41	- 14
TRAFFIC INFRACTIONS	59	110	162	- 32
DUI ARRESTS	8	21	12	+ 75
FELONY ARRESTS	3	5	10	- 50
MISDEMEANOR ARRESTS	11	22	46	- 52
WARRANT ARRESTS	2	7	9	- 22
CASE REPORTS	85	194	239	- 18
REPORTABLE VEHICLE ACCIDENTS	21	39	44	- 11



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

DATE: March 21, 2001
TO: Mayor Wilbert
City Council Members
FROM: Chief of Police
SUBJECT: 2000 Police Activity Report

This annual report contains statistical information regarding police activity in the City of Gig Harbor for 2000. It also includes a five-year comparison of associated information. Certainly statistics do not present a complete picture of our duties and responses but rather provide a framework for better understanding.

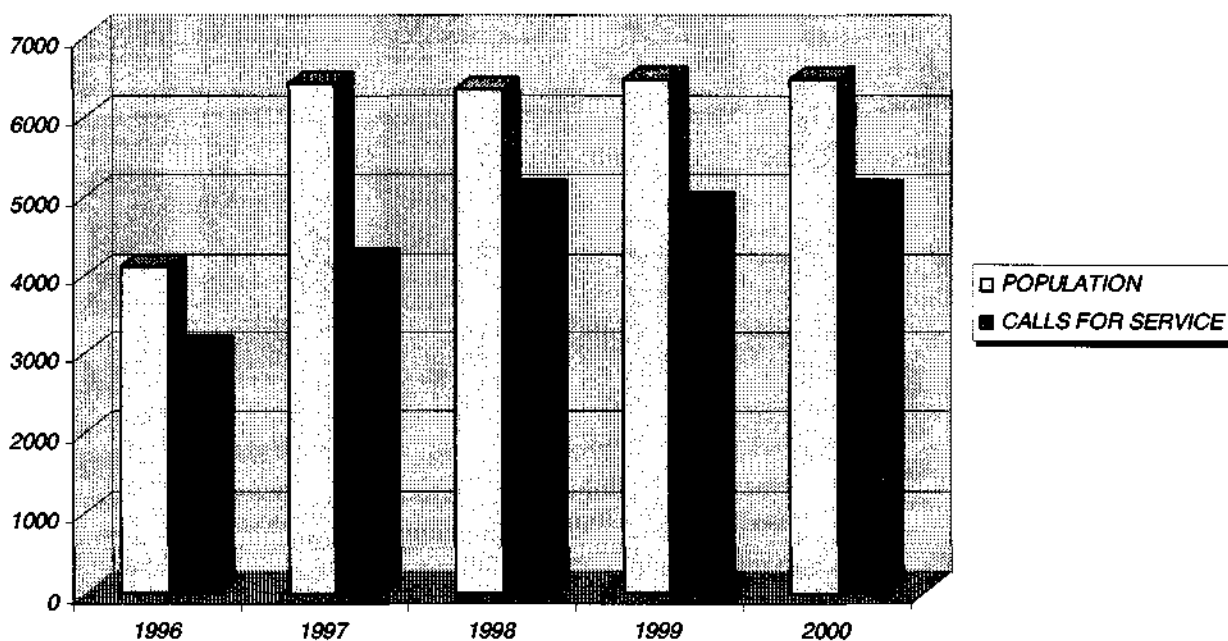
We anticipate that future population increases, through growth and annexation, will present new challenges to the department. As in the past, we will strive to be resourceful, prepared, and proactive in our response to these challenges. We believe that continuing to work with the community on a variety of issues, both of a traditional law enforcement nature and otherwise, will allow us to best provide a safe atmosphere in the city.

If you have additional questions about this report or other police issues, I am always available to discuss them with you.


Mitch Barker

Call Response and Coverage Summary

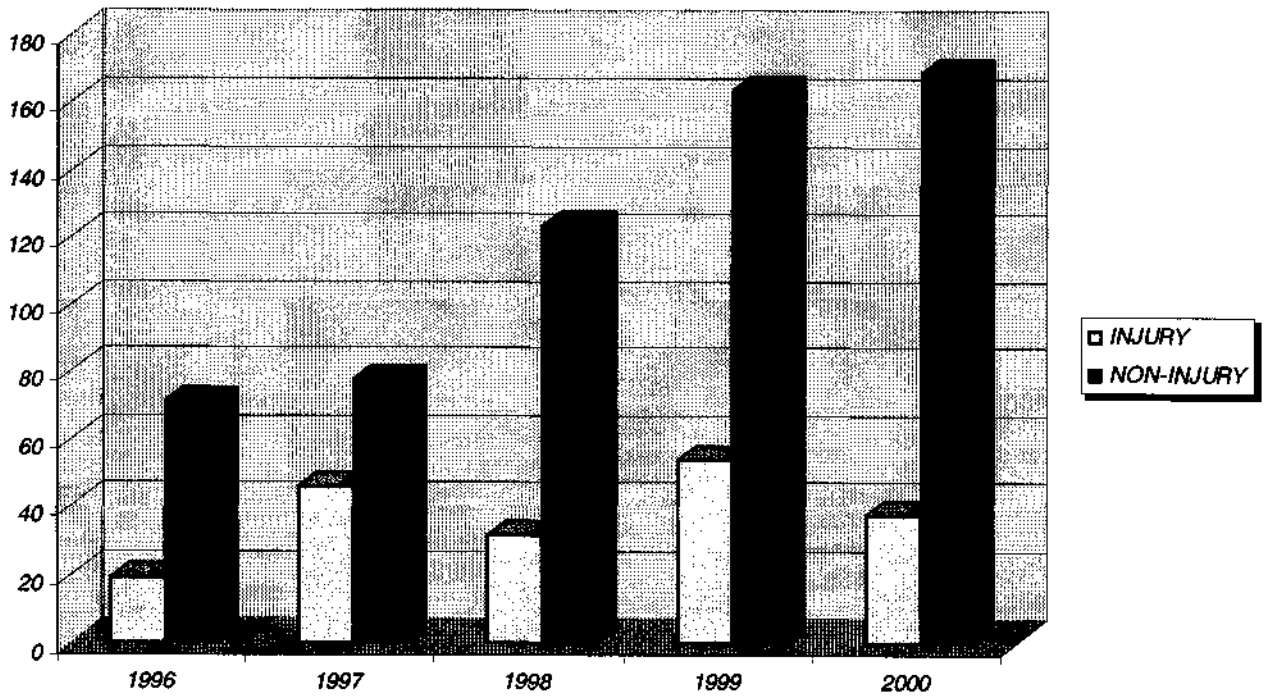
In the year 2000, officers of the Gig Harbor Police Department responded to over 5,000 calls. This has been the average call volume since the west-side annexation of 1997. In addition, we were able to provide a marked increased in hours of bicycle patrol, foot patrol and other miscellaneous community related activities.



YEAR	POPULATION	CALLS FOR SERVICE	CALLS PER CITIZEN	CITIZENS PER OFFICER
1996	4110	3077	0.75	685
1997	6413	4195	0.65	713
1998	6350	5059	0.80	635
1999	6477	4906	0.76	648
2000	6477	5052	0.78	648

Reportable Vehicle Accidents

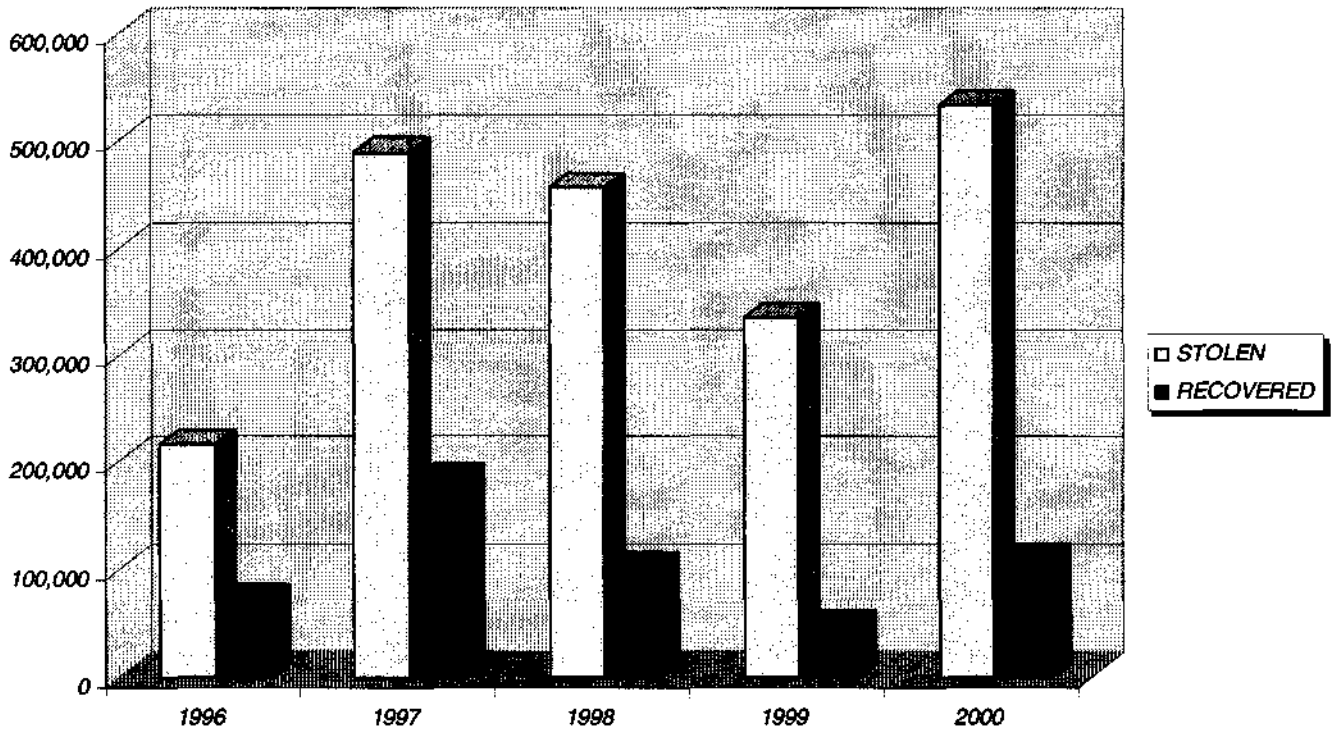
The year 2000 saw a 30% reduction in injury accidents and a slight reduction in our total number of accidents. The number of non-injury accidents remained constant and the number of accidents per citizen fell for the first time since 1997.



YEAR	POPULATION	ACCIDENTS	INJURY	NON-INJURY	ACCIDENTS PER CITIZEN
1996	4110	103	19	71	0.025
1997	6413	152	46	78	0.024
1998	6350	200	32	124	0.031
1999	6477	218	54	164	0.034
2000	6477	207	38	169	0.032

Stolen and Recovered Property

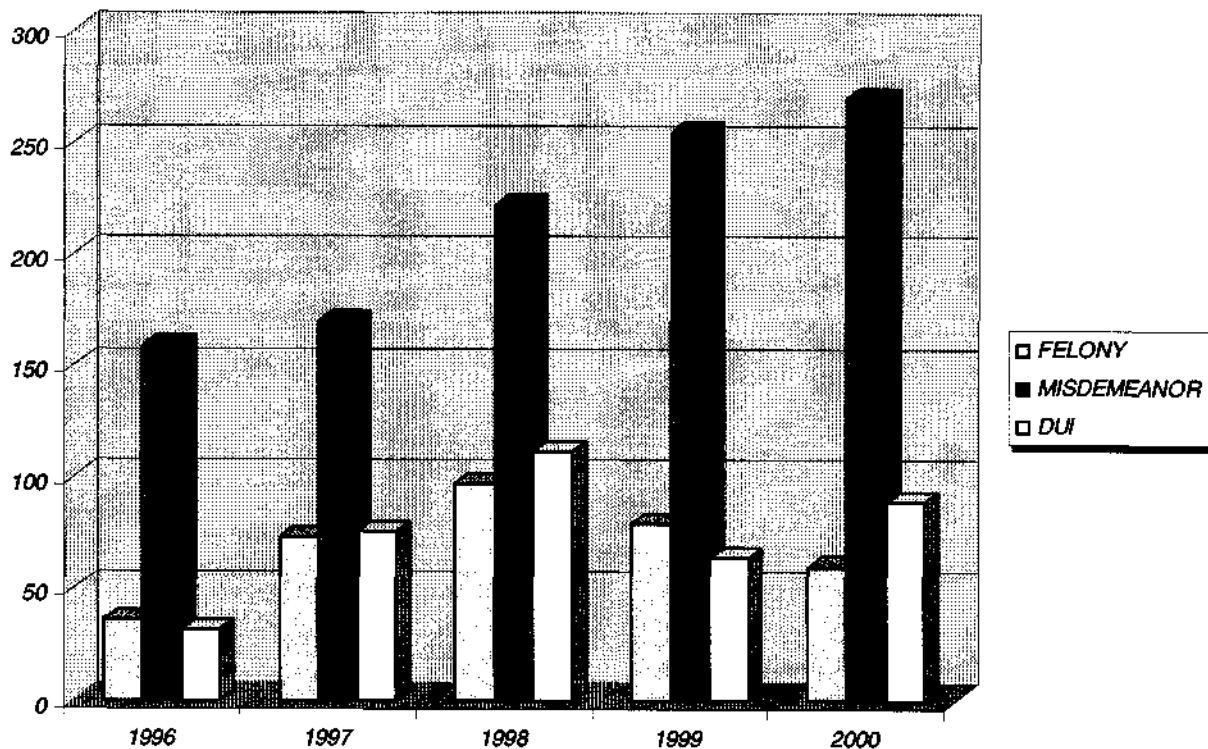
Dollar values assigned to stolen and recovered property are based on the values provided by the loss victims. These include losses from all reported crimes including theft, robbery and malicious mischief.



YEAR	STOLEN	RECOVERED	PERCENT RECOVERED
1996	215,976	71,735	33.21%
1997	489,066	184,694	37.76%
1998	456,860	102,703	22.48%
1999	334,706	48,434	14.47%
2000	533,951	109,048	20.42%

Arrests

Since 1996 the Gig Harbor Police Department has experienced a steady increase in Misdemeanor arrests and since 1998 an equally steady decrease in Felony arrests. The number of DUI arrests has averaged 75 a year over the last five years.



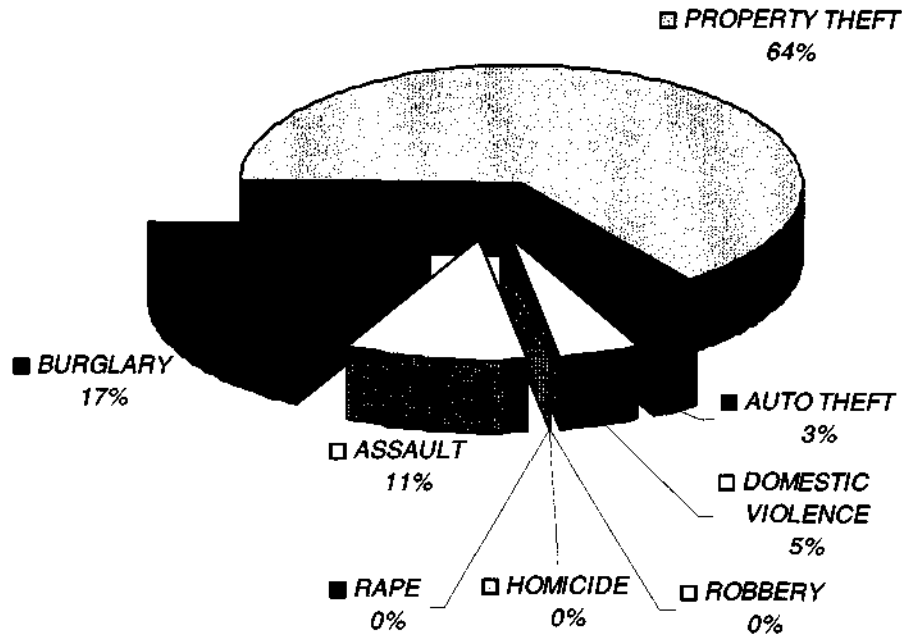
152712

YEAR	ADULT	JUVENILE	TOTAL
1996	128	86	214
1997	192	103	295
1998	299	81	380
1999	210	118	328
2000	254	135	389

YEAR	FELONY	MISDEMEANOR	DUI	TOTAL
1996	36	159	32	227
1997	73	170	76	319
1998	97	222	112	431
1999	79	255	64	398
2000	60	270	89	419

5 Year Crime Distribution

As the accompanying chart shows, the vast majority of crimes committed in the city are property related (84% total between Property Theft, Burglary and Auto Theft). Domestic Violence and Assault cases comprise 16% and the crimes of Rape, Homicide and Robbery total less than 1%.



YEAR	HOMICIDE	RAPE	ROBBERY	ASSAULT	BURGLARY	PROPERTY THEFT	AUTO THEFT	DOMESTIC VIOLENCE
1996	0	0	0	37	61	226	9	17
1997	0	1	4	37	62	312	26	25
1998	1	0	4	60	75	377	23	38
1999	0	1	5	53	65	295	25	46
2000	0	1	2	53	70	324	30	31

Statistics for this report were compiled by Police Services Specialists Shay Larsen and Marline McClane. Report format and special assistance was provided by Officer David Crocker. For additional statistical information contact Shay or Marline at 253.851.2236 or visit our website at www.harborpd.com.



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
DIRECTOR, PLANNING & BUILDING SERVICES
SUBJECT: URBAN GROWTH AREA REQUEST - JEFFERY BALL
DATE: MARCH 23, 2001

Staff has recently been in contact with Mr. Jeffery Ball regarding a request to obtain water service from the City for a parcel located off of Jacobson Lane just north of the City Park. This property is located outside of the City limits, outside of the Urban Growth Boundary and it is located in Washington Waters service area. However, the City does currently provide water service to the two adjacent parcels located to the west and south.

The City indicated in 1992 that water would be provided to this property if the property owner ran an 8" line from Vernhardson to the site. At that time, this area was within the City's water service area. Legal council has indicated that this water availability letter from 1992 in no way commits the City to serve the site at the present time. Mr. Ball has received a letter from Washington Water relinquishing their rights to serve this area. However, the City must first area to take over this area and any changes to the water service area must be reviewed and approved by the Washington State Department of Health.

Assuming that the City does acquire this water service area, the property must be within the Urban Growth Area (UGA) in order to be considered for an outside utility extension agreement. This property is not contiguous to the UGA and Mr. Ball has indicated that the intervening property owners are not interested in being located within the UGA. The UGA is intended to be the area in which urban growth is encouraged and the area in which annexations may occur - the UGA must be contiguous. Pierce County has the authority to designate the UGA. County staff has indicated that they would not support including a non-contiguous parcel in our UGA.

Mr. Ball has forwarded the attached letter to the City Council for consideration and I believe that he will be attending the Council meeting on March 26th with the intention of discussing this matter during public comment.

Attachments:

1. Letter from Jeffery Ball addressed to the City Council, March 22, 2001
2. Letter from Washington Water addressed to Jeff Ball, March 19, 2001
3. Letter from John Vodopich addressed to Jeff Ball, March 15, 2001
4. Letter from John Vodopich addressed to Jeff Ball, March 5, 2001
5. Letter from Jeff Ball addressed to John Vodopich, February 14, 2001
6. Letter from Washington Water addressed to Mike Esteb, December 6, 2000
7. Letter from Ben Yazici addressed to Pierce County Health, September 30, 1992

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

3/22/01

To whom it may concern at City Council Members:

My family and I are hopeful of having our property which is situated North East of the intersection of Jacobson Road and Vernharson Road added to Urban Growth area.

As you are aware Pierce County began a series of public hearings focused on the Peninsula area's future growth Plans. The County has indicated that before they will give serious consideration to our proposal to include this property in Gig Harbor Urban Growth Area we must first have the City approval.

We ask you to consider our reason for this request and endorse our proposal with a letter of support that I will present to Pierce County.

Though our property is presently in Rural Pierce County. The shortplat, which was completed in 1988, borders the City of Gig Harbors east boundary line. Our lot is the back half of this plat which was split in two pieces with an easement connecting my lot to the city boundary line. In 1988 and 1992 the city of Gig Harbor confirmed a water availability to this lot which was intended to be a single residence. At this time I am now ready to build our home but need to be in the UGA to be able to connect to the city's water system.

All of the surrounding homes are connected to the city's water system and are also in Rural Pierce County.

At this time no other surrounding property owner is interested in joining the UGA. As I understand the City would like parcels contiguous to the boundary but I also have been told that some parcels in Pierce County could be abstract pieces, which eventually over time will sequentially, be added and connect to the boundary lines. The fact remains that if our property is not in the UGA we cannot connect to the City Water and develop our land for which it was intended.

We truly hope for some type of resolution that could benefit both of the City of Gig Harbor and us.

Perhaps a variance or understanding could be resolved.

We ask only for fair and equal opportunity to develop our land in a manner that is consistent with similar properties in the neighborhood. From the City's standpoint I imagine that when services are eventually extended the new tax revenue will belong to the city.

Sincerely
Jeffrey J Ball
1152 N. 90th St
Seattle, WA 98103
Tel: (206) 985-1612



**Pierce County
Assessor-Treasurer's Office**



Parcel: R022327014
 Name: BALL JEFFREY J
 Site Address: NEXT TO 3315 96TH ST NW
 Mailing Address: 1152 N 90TH ST , SEATTLE WA 98103
 Use Code: 9600 VACANT LAND - RESIDENTIAL
 Mh Code:

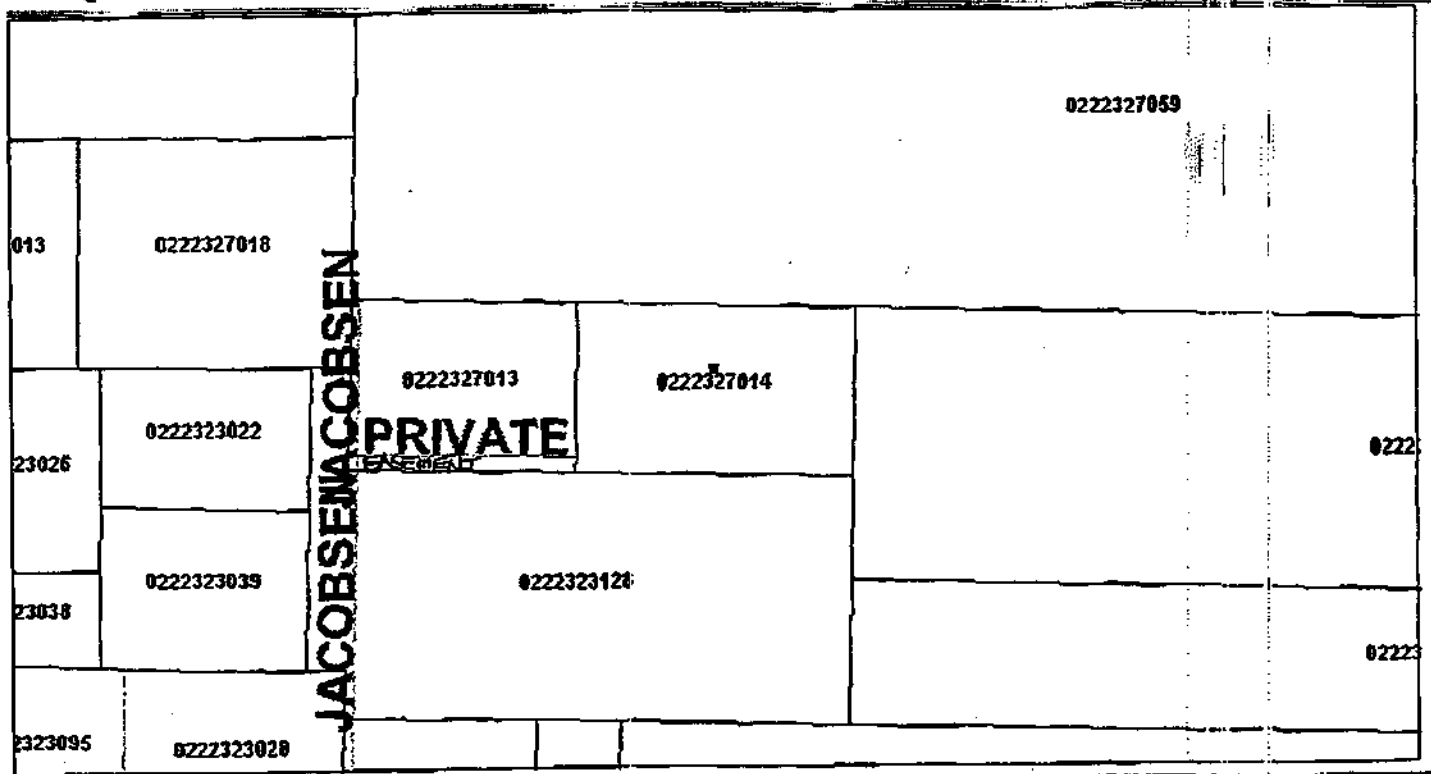
Mar-07-2001, 03:23 PM

Click One [Tax & Assessment](#) [Land Characteristics](#) [Building Characteristics](#) [Parcel Map](#) [Recorded Data](#) [Back to Search](#)

Zoom Level:

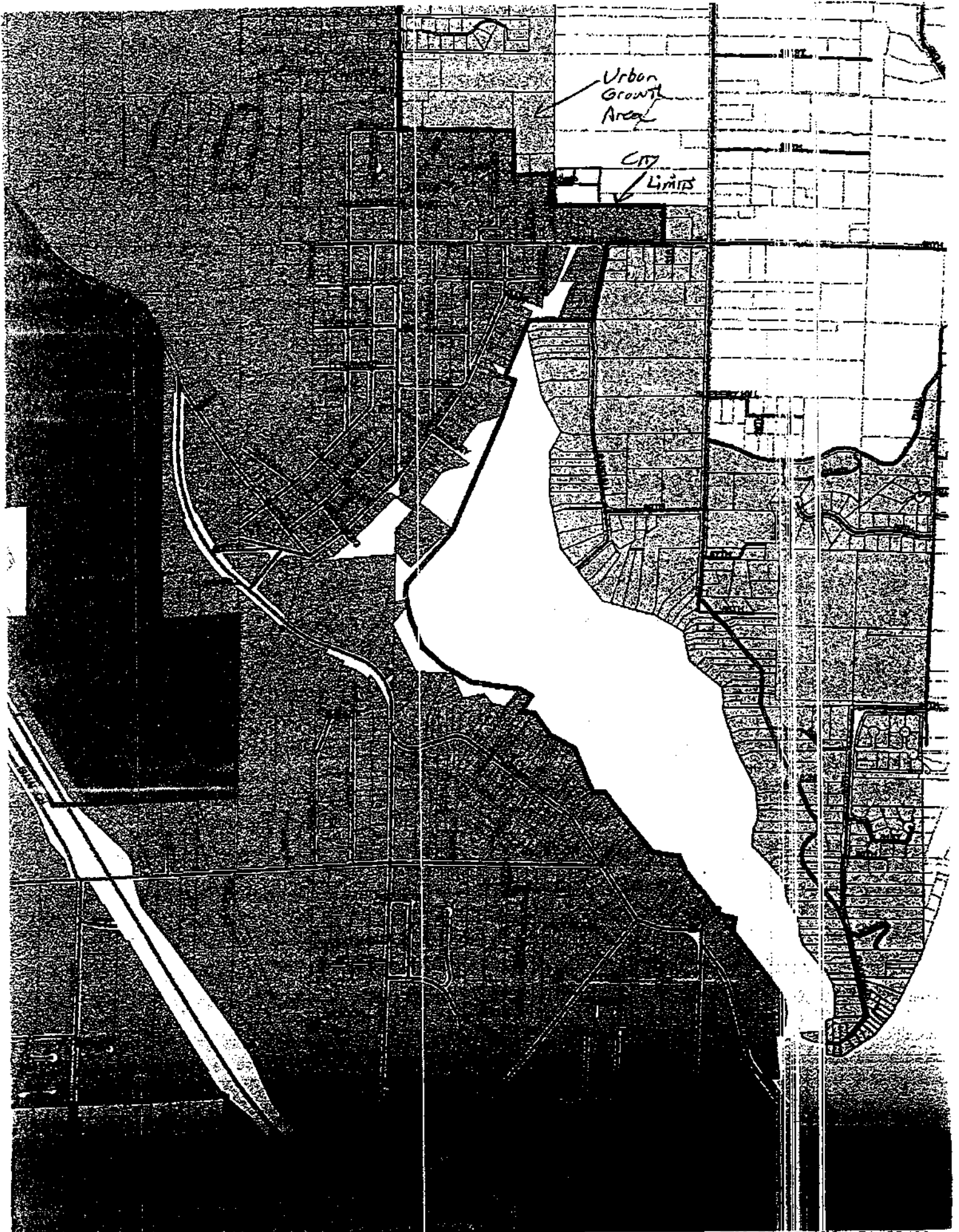
--North--

RTSQ: 02-22-32-3-4 School Dist: Peninsula



Pierce County Assessor-Treasurer
 2401 South 35th St Room 142
 Tacoma, Washington 98409
 (253)798-6111 or Fax (253)798-3142

I acknowledge and agree to the prohibitions listed in RCW 42.17.260(9) against releasing an I/O using lists of individuals for commercial purposes.



FROM : WASHINGTON WATER SERVICE CO FAX NO. : 360 459-3253

Mar. 19 2001 01:39PM P2



WASHINGTON WATER SERVICE COMPANY
14519 PEACOCK HILL AVENUE NW P.O. BOX 330 GIG HARBOR, WA 98335 (253) 851-4060

HARBOR DISTRICT

March 19, 2001

Mr. Jeff Ball
1152 N 90th Street
Seattle, WA 98103

RE: Water Availability - 1 Service Connection
Parcel R0222327014
Site Address: Next to 8315 96th Street NW

Dear Mr. Ball:

Thank you again for your inquiry regarding water service to the property listed above. As discussed in my prior letter dated December 6, 2000, we are unable to provide water service to your property at this time.

As I pointed out in my December letter, our closest water system (Peacock Hill) is approximately a half-mile from your location and to extend the system for the purpose of providing a single service to your property is not feasible at this time. Preliminary costs to provide water to your property appear to exceed \$80,000.00.

Based on excessive costs and the nearest location of our system to your property, Washington Water Service Company hereby relinquishes all rights to provide water to your property and encourages you to find an alternate source for your water supply. If you have any questions regarding my comments please feel free to give me a call at (253) 851-4060.

Sincerely,

A handwritten signature in cursive script that reads "Rick Tarbet".

Rick Tarbet,
Local Manager - Harbor District

RT:sk

cc: Kathy Walsh, ORI, ABR - Windermere Real Estate (Faxed Copy)
File Copy
S:\SSU Temp Dials\0.43\Harbor District - Jeff Ball Service Relinquishment ltr.doc



City of Gig Harbor. The "Maritime City"

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

March 15, 2001

Jeff Ball
1152 North 90th Street
Seattle, WA 98103

Dear Mr. Ball;

This letter is intended to clarify our recent discussions regarding the inclusion of your property in the City of Gig Harbor Urban Growth Area (UGA) in an attempt to gain City water service. As we discussed, this property is located outside of the City limits, outside of the UGA, and is not in the City's water service area. The City cannot provide new water service to areas that are not in our service area. Including this property in the City's UGA will not change this fact.

The property is located within the water service area for the Washington Water Service Company. In a letter dated December 6, 2000, Washington Water indicated to you that they could, at a significant cost, provide you with water service to this property. Recently, you indicated that Washington Water has agreed to relinquish this area from their service area. Please forward a copy of this letter to the City Department of Public Works upon receipt. Once received, the City can begin initiating the process to consider your request for water service.

If you are able to get in the City's water service area, a prerequisite to receiving water will be that the property be included in the Urban Growth Area (UGA). The UGA is intended to be the area in which urban growth is encouraged (RCW 36.70A.110). The UGA is also the area in which a City can annex property and annexations are prohibited outside of UGA's (RCW 35A.14.005). Annexations of property are only authorized if contiguous to the City limits (RCW 35A.14.010). Therefore, lands designated as a UGA must be contiguous to the City. As we have discussed, in order for the City Council to consider your request, you must demonstrate how it is the property will be contiguous or linked to the existing UGA boundary.

The City does not have the authority to determine the Urban Growth Area (UGA), the UGA is set by Pierce County (RCW 36.70A.110 (1)). Pierce County is in the final phases of adopting a community plan for the Gig Harbor Peninsula which will include some alterations to the City's UGA. The next opportunity for you to request a change in the boundary from the County will be at a Pierce County Planning Commission public hearing on March 28, 2001.

As we have discussed previously, Pierce County staff has indicated that requests to expand the UGA must be supported by the City Council in order to receive favorable consideration. The City Council could consider your request on March 26, 2001. In order for your request to be considered by the Council on March 26th, I must have documentation from you demonstrating

how it is that your property will be contiguous or linked to the existing UGA boundary no later than the morning of March 22, 2001. This can be in the form of a letter from an adjacent property owner indicating a desire to be included in the City's UGA. If you can provide such documentation, your request will be considered by the City Council at the March 26, 2001 meeting. If the City Council were to support your request, you could then take your request forward to the Pierce County Planning Commission on March 28, 2001.

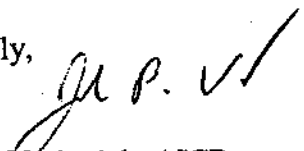
If this deadline is missed, the next opportunity to request a change in the Urban Growth Boundary from the County will be in two years.

To recap, the following items must be completed in order to receive water from the City of Gig Harbor:

1. Washington Water Service Company must relinquish the right to serve this area. Documentation of this must be submitted to the Public Works Department.
2. The City of Gig Harbor and the Washington State Department of Ecology must approve the change in water service area.
3. The Urban Growth Area Boundary must be revised to include this property. This includes the acceptance of the City Council and ultimately the final approval by Pierce County. The process for this has been outlined above.
4. The property owner must contract with the City of Gig Harbor for a utility extension agreement. This agreement must be approved by the City Council.
5. The applicant must apply for a Water Capacity Reservation Certificate (CRC) from the Public Works Department.
6. If adequate water is available at the time of the completed application the Water CRC will be issued.

Please feel free to contact either Mr. David Skinner, Public Works Director, or myself if you wish to discuss this matter further. I can be contacted by telephone at (253) 851-4278 or by E-mail at vodopichj@lesa.net and Mr. Skinner can be contacted at (253) 851-8145 or by E-mail at dskinnerd@lesa.net.

Sincerely,


John P. Vodopich, AICP
Director, Planning & Building Services

Cc: David R. Skinner, P.E. Public Works Director
Mike Kruger, Pierce County Planning & Land Services – Fax (253) 798-3680
Kathy Walz, Windermere Real Estate – Fax (253) 752-2932



City of Gig Harbor. The "Maritime City"

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

March 5, 2001

Jeff Ball
1152 North 90th Street
Seattle, WA 98103

Dear Mr. Ball;


This letter is in response to your recent inquiry regarding the inclusion of property in the City of Gig Harbor Urban Growth Area (UGA). The City itself does not have the authority to designate an Urban Growth Area boundary. Rather, we work cooperatively with Pierce County is setting the UGA for the City. The final authority to determine the UGA lies with the County.

The County is currently working on a community plan for the Gig Harbor Peninsula that will revise the UGA for the City of Gig Harbor. The City has proposed several changes to the UGA as part of this on-going process. It is my understanding that this County planning process is nearing completion an soon to go before the County Council for approval. While changes to the plan at the Council level are possibly, it is not very likely such a change would be accepted at such a late date. Given that the County planning process is nearing completion, the opportunity for including this property in the UGA may have passed. My understanding is that the County reviews UGA boundary issues every other year.

Nonetheless, Pierce County staff has previously indicated that requests to expand the UGA must be supported by the City Council in order to receive favorable consideration. The parcel you are requesting for inclusion in the UGA is not contiguous to the boundary – there are two parcels to the west and south between your property and the UGA boundary. It is not clear from your letter if these two intervening properties also wish to be included in the UGA. In order for the City Council to consider your request, you must demonstrate how it is the property will be contiguous or linked to the existing UGA boundary.

Please feel free to contact me if you wish to discuss this matter further. I can be contacted by telephone at (253) 851-4278 or by E-mail at vodopichj@lesa.net.

Sincerely,


John P. Vodopich, AICP
Director, Planning & Building Services

Cc: Mike Kruger, Pierce County Planning & Land Services

February 14, 2001

RECEIVED
CITY OF GIG HARBOR

MAR - 1 2001

John Vodopich
City Planner
City of Gig Harbor
3105 Judson St
Gig Harbor, WA 98335

PLANNING AND BUILDING
SERVICES

Dear Mr. Vodopich,

This letter is to request your review and approval of my application to have my property included in Gig Harbor's urban growth boundary area.

My property, which I purchased in 1992, is a piece of vacant land, located at 9707 Jacobsen Lane and designated for a single family dwelling. At that time the City of Gig Harbor was the designated water supplier, and I had a Water Availability Letter from the city. The lot adjoining mine at 9505 Jacobsen Lane is improved and has had water service provided by the City of Gig Harbor for several years.

The Comprehensive Plan implemented after 1992 placed my lot outside the city's urban growth boundary area and therefore prohibited the city from providing water to my property. However, the 'designated' water purveyor, Washington Water Service, doesn't feel it's economically feasible for them to provide water to my property and they are willing to release this property from their service area. (Washington Water Service provided a cost estimate of \$80,000.00 to provide water to the site.) Without water, I'm unable to have full use of my property in the way it was intended, as a single family residential property.

Based on these facts, I believe this application is reasonable and just. I'm enclosing copies of my parcel map, the urban growth boundary map, the original water availability letter from the City of Gig Harbor, and the \$80,000 cost estimate provided by Washington Water Service. Please let me know what further steps I need to take for the application process.

Sincerely,

Jeff Ball
1152 N 90th St
Seattle, WA 98103



FROM : JOHN L SCOTT/MIKE ESTEB
Sent By: WASHINGTON WATER;

PHONE NO. : 2538587501
2538574001;

Dec. 06 2000 04:04PM P1
Dec-6-00 3:41PM; Page 2/2



WASHINGTON WATER SERVICE COMPANY
14519 PEACOCK HILL AVENUE NW P.O. BOX 336 GIG HARBOR, WA 98335 (253) 851-4060

HARBOR DISTRICT

December 6, 2000

Mike Esteb
John L Scott
Real Estate

Re: Water:

Dear Mike:

As per our phone conversation, the closest water we have to your site is approximately a half-mile away, at the top of Peacock Hill. The cost to bring this water to you if the City of Gig Harbor lets us in their right of way exceeds \$80,000.00. The other system we own is located a mile away on the Crescent Valley Rd.

If you decided you want me order Engineering on this project let me know.

Sincerely,

Rick Tarbet
Local Manager

Dec. 06 2000 03:32PM P1

PHONE NO. : 2538587501

FROM : JOHN L SCOTT/MIKE ESTEB

CITY OF GIG HARBOR SERVICE AREA

WATER CO. (WWC)

HILLCREST MOBILE HOME

GIG HARBOR SPORTSMAN'S CLUB

WASHINGTON WATER CO.

G.H. RV

SLIPPERY HILL

WWC

WWC

HARBOR SPRINGS WATER

CITY LIMITS

GIG HARBOR

UPBEAN GROWTH AREA BOUND.

BURNHAM DR. NW

NORTH HARBOR VIEW DR

HARBOR VIEW DRIVE

PEACOCK HILL AVENUE NW

TIDR. NW

CHERRY





City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

September 30, 1992

Pierce County Health Department
3629 South "D" EHD009
Tacoma, Washington 98408

Attention: Mr. Frank Morris

RE: Availability - Short Plat # 8710080349 Lot #2
9713 Jacobson Lane

Dear Mr. Morris:

This letter is to confirm that the City of Gig Harbor will provide water service to the above mention property when the property owner runs an 8" water line from Vernhardson to the site, as it is in the service area of Gig Harbor. The site has previously been approved for one connection.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Ben Yazici, P.E.
Director of Public Works

BY/mmt

cc: Jeff Ball

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

3/22/01

To whom it may concern at City Council Members:

My family and I are hopeful of having our property which is situated North East of the intersection of Jacobson Road and Vernharson Road added to Urban Growth area.

As you are aware Pierce County began a series of public hearings focused on the Peninsula area's future growth Plans. The County has indicated that before they will give serious consideration to our proposal to include this property in Gig Harbor Urban Growth Area we must first have the City approval.

We ask you to consider our reason for this request and endorse our proposal with a letter of support that I will present to Pierce County.

Though our property is presently in Rural Pierce County. The shortplat, which was completed in 1988, borders the City of Gig Harbors east boundary line. Our lot is the back half of this plat which was split in two pieces with an easement connecting my lot to the city boundary line. In 1988 and 1992 the city of Gig Harbor confirmed a water availability to this lot which was intended to be a single residence. At this time I am now ready to build our home but need to be in the UGA to be able to connect to the city's water system.

All of the surroundings homes are connected to the city's water system and are also in Rural Pierce County.

At this time no other surrounding property owner is interested in joining the UGA. As I understand the City would like parcels contiguous to the boundary but I also have been told that some parcels in Pierce County could be abstract pieces, which eventually over time will sequentially, be added and connect to the boundary lines. The fact remains that if our property is not in the UGA we cannot connect to the City Water and develop our land for which it was intended.

We truly hope for some type of resolution that could benefit both of the City of Gig Harbor and us.

Perhaps a variance or understanding could be resolved.

We ask only for fair and equal opportunity to develop our land in a manner that is consistent with similar properties in the neighborhood. From the City's standpoint I imagine that when services are eventually extended the new tax revenue will belong to the city.

Sincerely
Jeffrey J Ball
1152 N. 90th St
Seattle, WA 98103
Tel: (206) 985-1612



**Pierce County
Assessor-Treasurer's Office**



Parcel: R0222327014
Name: BALL JEFFREY J
Site Address: NEXT TO 3315 96TH ST NW
Mailing Address: 1152 N 90TH ST , SEATTLE WA 98103
Use Code: 9600 VACANT LAND - RESIDENTIAL.
Mh Code:

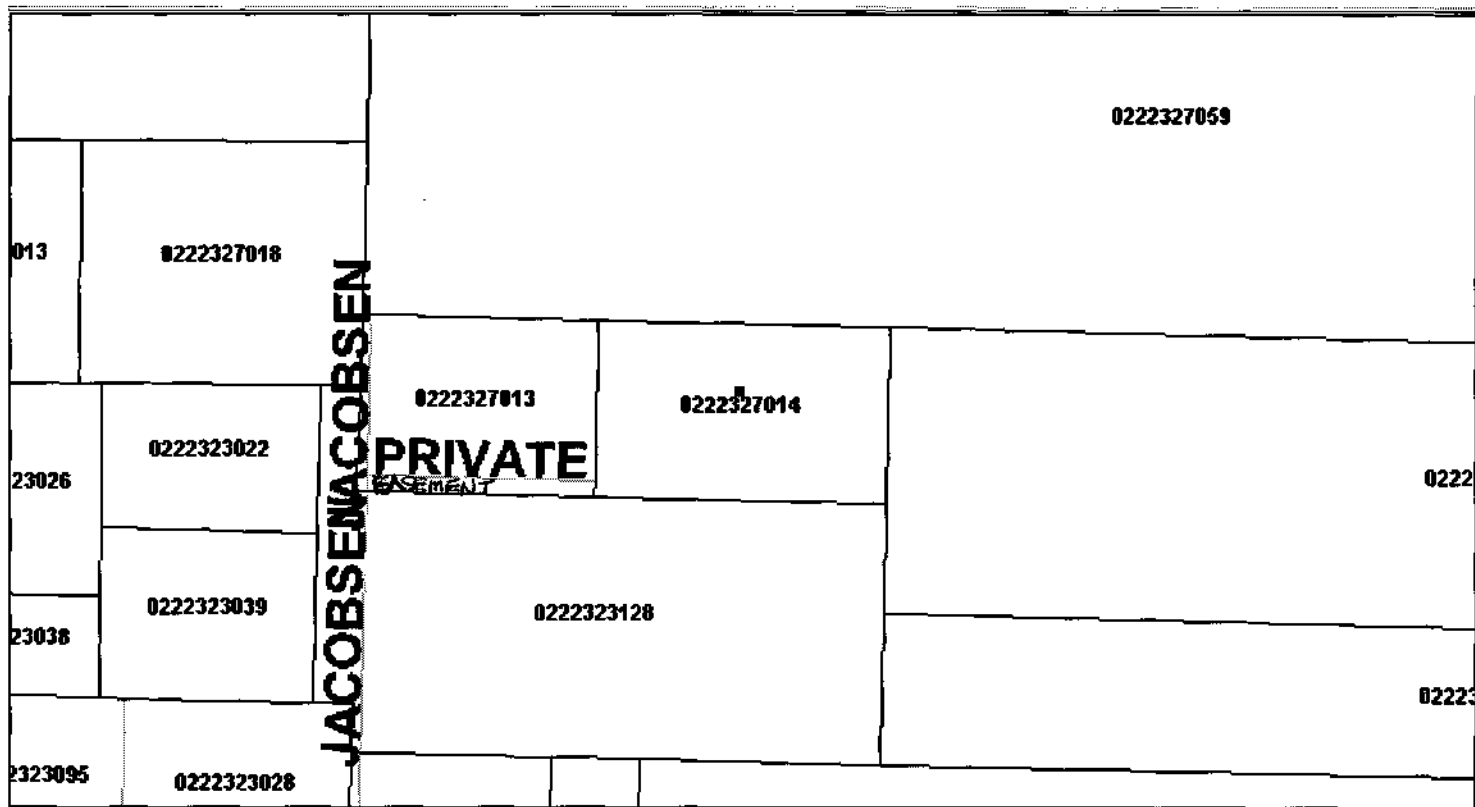
Mar-07-2001, 03:23 PM

Click One [Tax & Assessment](#) [Land Characteristics](#) [Building Characteristics](#) [Parcel Map](#) [Recorded Data](#) [Back to Search](#)

Zoom Level:

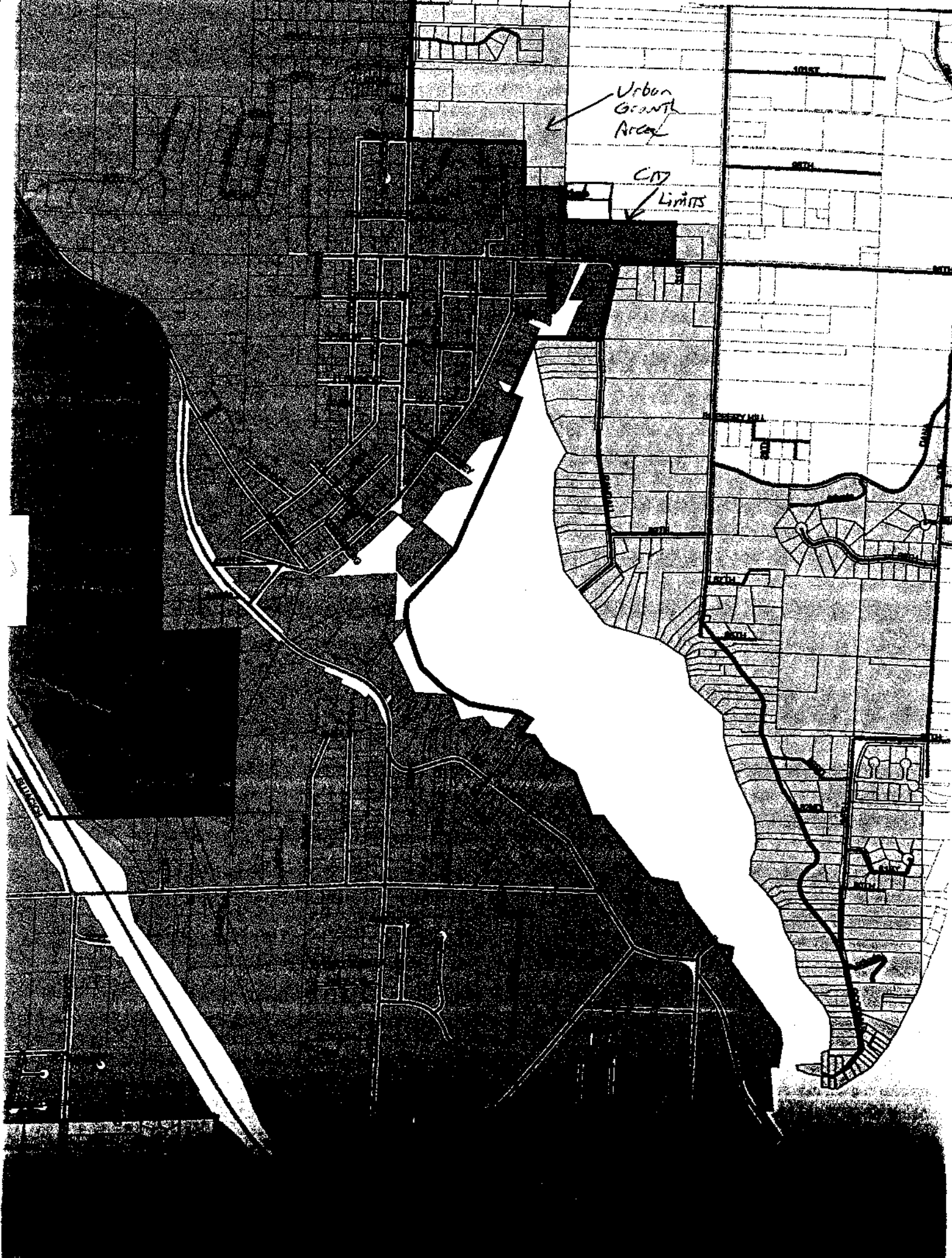
---North---

RTSQ: 02-22-32-3-4 School Dist: Peninsula



Pierce County Assessor-Treasurer
 2401 South 35th St Room 142
 Tacoma, Washington 98409
 (253)798-6111 or Fax (253)798-3142

*I acknowledge and agree to the prohibitions listed in **RCW 42.17.260(9)** against releasing and/or using lists of individuals for commercial purposes.*



Urban
Growth
Areas

City
Limits

101ST

95TH

85TH

75TH

65TH

55TH

45TH

35TH

25TH

15TH

10TH

5TH

1ST

2ND

3RD

4TH

5TH

6TH

7TH

8TH

9TH

10TH

11TH

12TH

13TH

14TH

15TH

16TH

17TH

18TH

19TH

20TH

21ST

22ND

23RD

24TH

25TH

26TH

27TH

28TH

29TH

30TH

31ST

32ND

33RD

34TH

35TH

36TH

37TH

38TH

39TH

40TH

41ST

42ND

43RD

44TH

45TH

46TH

47TH

48TH

49TH

50TH

51ST

52ND

53RD

54TH

55TH

56TH

57TH

58TH

59TH

60TH

61ST

62ND

63RD

64TH

65TH

66TH

67TH

68TH

69TH

70TH

71ST

72ND

73RD

74TH

75TH

76TH

77TH

78TH

79TH

80TH

81ST

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86TH

87TH

88TH

89TH

90TH

91ST

92ND

93RD

94TH

95TH

96TH

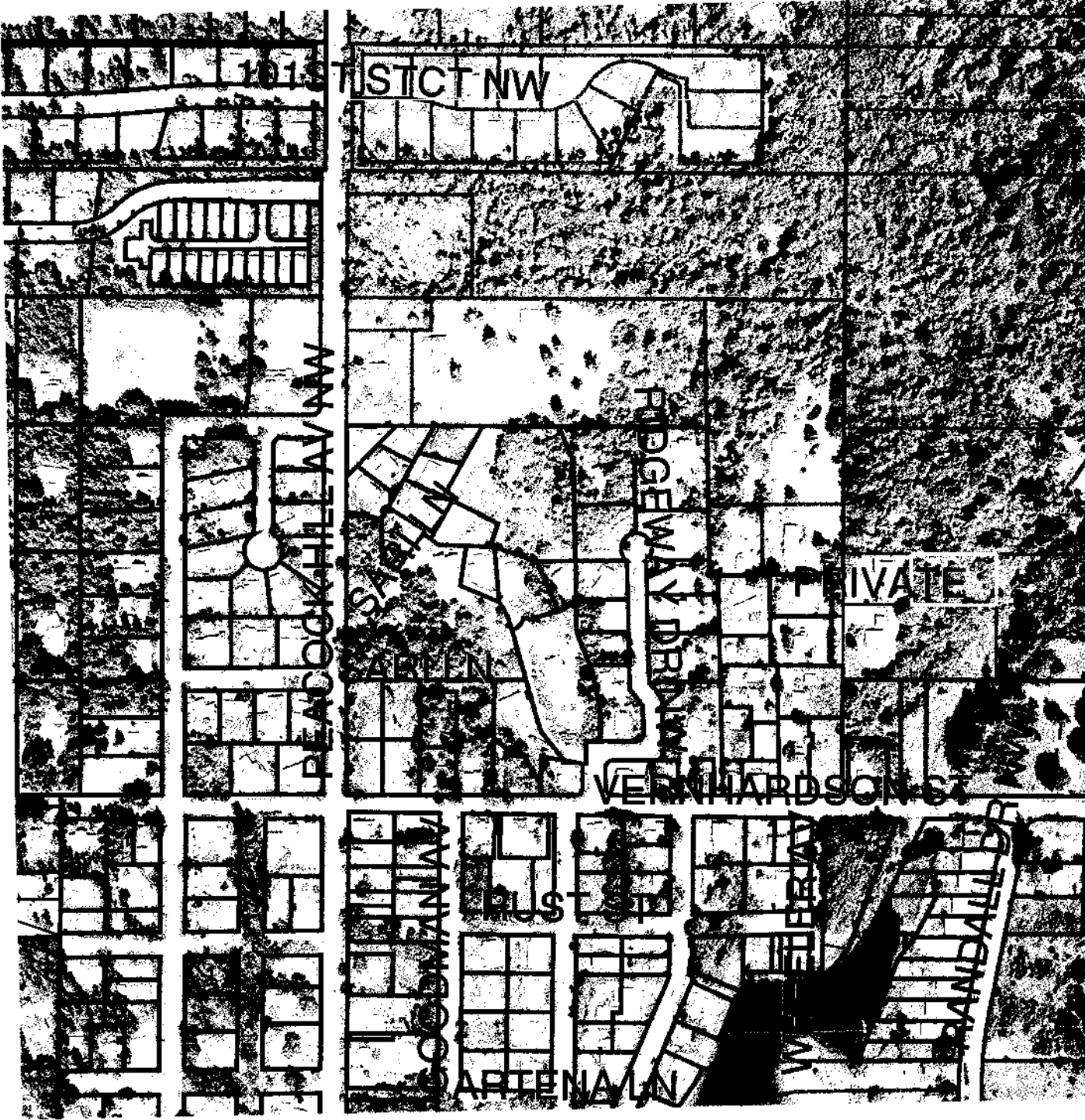
97TH

98TH

99TH

100TH

Jeff Ball's Parcel



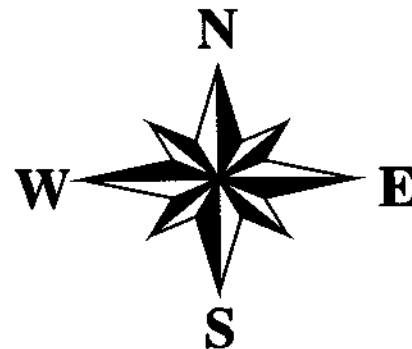
0.2

0

0.2



-  Jeff Ball's Parcel
-  City of Gig Harbor
-  Uga-parcels.shp
-  Tax Parcels*
-  Roads - All*



0.4 Miles

