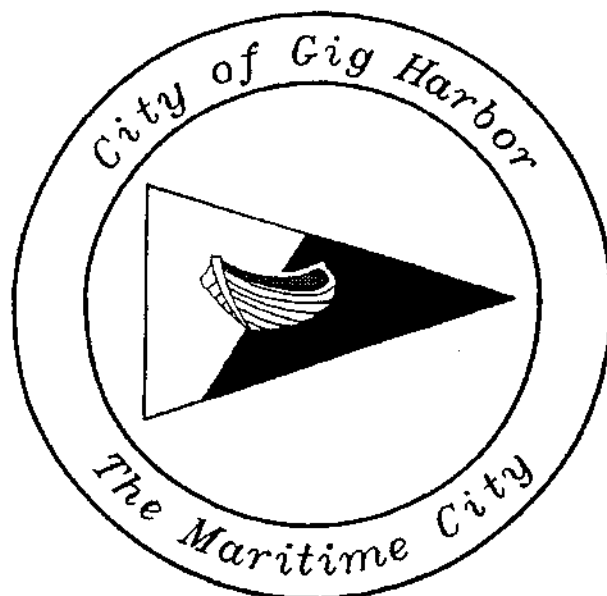


Gig Harbor City Council Meeting



**June 25, 2001
7:00 p.m.**

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
June 25, 2001 - 7:00 p.m.**

CALL TO ORDER:

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 June 11, 2001.
2. Gig Harbor Civic Center - Materials Testing Consultant Services Contract.
3. Gig Harbor Civic Center - Owner Contractor Agreement.
4. Harborview Drive Improvements Contract Award.
5. Approval of Payment of Bills for June 25, 2001.
Checks #33142 through #33258 in the amount of \$307,821.37.

OLD BUSINESS:

1. Second Reading of Ordinance - Amendments to Chapter 18.04 - SEPA.
2. Hearing Examiner Services.

NEW BUSINESS:

1. Sewer Extension Request - Purdy Shopping Center.
2. Right of Way Dedication Agreement - Northwest Investment Office Building.

STAFF REPORTS:

GHPD - May Stats.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

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

ADJOURN:

✓

DRAFT

GIG HARBOR CITY COUNCIL MEETING OF JUNE 11, 2001

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

CALL TO ORDER: 7:05 p.m.

SWEARING IN CEREMONY:

Gig Harbor Police Chief, Mitch Barker, introduced the city's newest police officer, Vince Garcia, who just completed the 530th session of the Law Enforcement Academy. Chief Barker reported on Vince's achievements while attending the Academy, and then introduced Vince and his wife, Audra. Mayor Wilbert performed the ceremony.

PUBLIC HEARING: Amendments to Chapter 18.04 - SEPA.

Patricia Iolavera, Senior Planner, presented this amendment to the Environmental Review Chapter of the Gig Harbor Municipal Code. She explained that this amendment clears up confusing language in the chapter, with no other substantial change. Carol Morris, City Attorney, explained that the changes were the result of a recent lawsuit that had been filed prematurely. The Mayor opened the public hearing at 7:13 p.m.

No one came forward to comment during the public hearing. The hearing was closed at 7:14 p.m.

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meetings of May 29, 2001.
2. Correspondence / Proclamations:
 - a) Letter to Holly D'Annunzio
 - b) GH Maritime Pier Committee
3. Strider Construction Escrow Agreement - Pump Station 3A Retainage.
4. Transportation Planning Services - Consultant Services Contract.
5. Liquor License Renewals: Harbor Humidor; Puerto Vallarta; Round Table Pizza.
6. Approval of Payment of Bills for June 11, 2001.

Checks #33011 through #33141 in the amount of \$620,766.78.
7. Approval of Payroll for the Month of May:

Checks #753 through #807 in the amount of \$180,627.42.

Councilmember Pasin asked for a correction to the minutes of the May 29th meeting, as there was an incomplete sentence in the Staff Report given by David Skinner.

MOTION: Move to approve the Consent Agenda, with corrections to the minutes as discussed.
Picinich/Ekberg - unanimously approved.

OLD BUSINESS:

1. Second Reading of Ordinance - Providing for the Issuance and Sale of Limited Tax General Obligation Bonds. David Rodenbach, Finance Director, announced that he was pleased to announce that finalization of the bonds was near, and explained that it would require two separate motions; one to pass the ordinance and the other to approve the purchase agreement for the bonds. He introduced Dave Trageser, Banc of America Securities, and Cynthia Weed, Preston Gates and Ellis, the city's Bond Counsel.

Mr. Trageser distributed a summary pricing report, and explained that subject to Council's approval, \$7,825,000,000 in LTGO bonds would be marketed. He gave an overview of the terms of the agreement and for the sale and re-payment of the bonds. He then introduced Cynthia Weed, Bond Counsel. Ms. Weed gave a brief introduction of the ordinance authorizing the city to purchase the bond contract and offered to answer questions.

MOTION: Move to adopt Ordinance No. 885.
Ruffo/Dick - unanimously approved.

MOTION: Move to authorize the Bond Purchase Agreement.
Ruffo/Picinich - unanimously approved.

2. Land Use Hearing Examiner Proposals - Temporary Hearing Examiner Services.

MOTION: Move to table this agenda item.
Dick/Ruffo - unanimously approved.

3. Value Estimate - City Hall and Bogue Building. Mark Hoppen, City Administrator, presented the information that had been requested by Council in regards to the values of the Thurston Building (City Hall) and the Bogue Building (Planning and Building Department.) He explained that the Thurston Building was valued at approximately \$1.265 million dollars and the Bogue Building was valued at \$303,000. He added that both he and the Finance Director recommended that the assets created from the sale of the buildings be used for the eventual retirement of the bonds purchased for the construction of the new Gig Harbor Civic Center.

Councilmember Pasin gave comparison information on the value of similar property in the area. Councilmember Ekberg commented that it would be prudent to take the proceeds from the sale of the buildings and invest it for the long-term to offset any unforeseen occurrences and to pay off the Civic Center sooner than anticipated. Mr. Hoppen requested a simple motion to act as a policy direction that this will return later as a potential offering of the property for sale, and that the proceeds from the sale are to be put in a reserve line to reduce or eliminate the cost of the bonds. Councilmember Ruffo recommended adding that approximately six-months previous to the expected marketing of the facilities, that the city obtain an appraisal to determine the current value.

Councilmember Young recommended exploring the option of keeping the Bogue Building for community use. Mr. Hoppen explained that it would be unreasonable to expect the citizens of

Gig Harbor to subsidize the public use of the building for the benefit of the entire Peninsula. He added that by stating now that the buildings are to be sold, interested organizations could allow time for fund-raising in order to purchase the building. He recommended that the proceeds from the sale should work toward retiring Gig Harbor taxpayer indebtedness on the Civic Center.

MOTION: Move that we obtain a market value appraisal of the properties at the appropriate time to evaluate how to market the properties, and as a policy matter, look at placing the proceeds into a reserve account.
Ruffo/

Mayor Wilbert said that she did not feel that a motion of this type was appropriate at this time. She explained that the community had been participants in raising funds for basic community services and are now looking for a place to locate these services. She added that Ruth and Dr. Bogue had donated the Bogue Building for a regional library, and that the Lions Club raised the funds to construct the building. She then asked Council to consider the income from leasing the buildings to allow for an increase in property value and selling at a later date. Councilmember Ruffo offered to withdraw his motion pending further discussion on the matter.

Councilmember Owel said that although she appreciated the point of the service organizations and the contribution they have made to the community, there is also value in knowing all the options. She asked that all options be brought back in a staff report before a decision was made.

Councilmember Ekberg again stressed that the citizens' assets would be better served if the city were not to enter into the rental business. He said that the issue was what to do with the proceeds from the sale of the properties.

MOTION: Move that we direct staff to proceed with an appraisal at the appropriate time prior to the vacation of the buildings to determine the appropriate market value for sale of the buildings, and any funds received will be placed in a reserve account for future use.
Ruffo/Picinich -

AMENDMENT TO MOTION: That the proceeds be placed in a reserve fund specifically set up to be invested to retire the debt of the Civic Center.
Ekberg/Owel - unanimously approved.

AMENDED MOTION: Move that we direct staff to proceed with beginning an appraisal at the appropriate time prior to the vacation of the buildings to determine the appropriate market value for the sale of the buildings, and that any funds received will be placed in a reserve account specifically set up to be invested to retire the debt of the Civic Center.
Ruffo/Picinich - unanimously approved.

NEW BUSINESS:

1. First Reading of Ordinance - Amendments to Chapter 18.04 - SEPA. Carol Morris explained that there had been changes to the appeal section of the SEPA ordinance to reference state law and prevent premature filings of appeals and to allow the Hearing Examiner to make his own decision on the timeliness of appeals. She said that when the ordinance returns at the next reading there will be more underlining, as some formatting of the document was lost during the transfer to City Hall.

2. Resolution - Declaration of Surplus Property. David Skinner, Public Works Director, presented this resolution declaring certain equipment obsolete or surplus. He explained that any monies received from the items would be used to offset the cost for new equipment. He answered Council's questions on the method of surplus, and the usefulness of some of the items listed.

MOTION: Move to adopt Resolution No. 567 as presented.
Picinich/Ekberg - unanimously approved.

3. Bid Award - Gig Harbor Civic Center. David Skinner presented the bid tabulations for the new Gig Harbor Civic Center and gave an overview of the bidding process and bid results. He explained that there were nine bidders, one of which withdrew due to errors. He said that the cost of the project was within the budgeted amount and recommended that Council award the bid to the lowest bidder, Porter Brothers. He introduced the architects, Tom Bates and Jerry Lawrence, and offered to answer questions.

Councilmember Ruffo asked the architect if he had worked with the contractor on other projects. Mr. Bates named several projects in the area, including a current remodel on an elementary school in Enumclaw. He continued to answer Councilmember's questions regarding the added alternates, potential site excavation costs and constructing schedules.

MOTION: Move to authorize the bid award to the lowest bidder, Porter Brothers Construction, Inc., for the basic bid, alternate bids A-2c, E-2, E-3, UP-1, and UP-2, in the total sum of six million two hundred seven thousand dollars and no cents (\$6,207,000.00).
Dick/Ekberg - unanimously approved.

Councilmember Ekberg mentioned that it had been a pleasure to work with the staff and the architect team on this project during the past year. Councilmember Dick thanked Councilmembers Ekberg and Young for shepherding the project and keeping the Councilmembers informed of the progress.

STAFF REPORTS: None.

PUBLIC COMMENTS: None.

COUNCIL COMMENTS / MAYOR'S REPORT:

Councilmember Owel commented briefly on the correspondence from The Maritime Pier Committee that had been included in the packet.

Mayor Wilbert spoke briefly to the letter she had sent to Holly D'Annunzio regarding the Environmental Resource Center. She added that due to the amount of interest in this type of project, she would like staff to request that the landscape architect for the Borgen Park to include a plan incorporating such a facility. She then shared pictures from her visit to the Purdy Elementary School Environmental Club and publicly thanked the Evergreen Lutheran High School students for the clean up of the Finholm Viewclimb.

ANNOUNCEMENT OF OTHER MEETINGS: None.

EXECUTIVE SESSION:

MOTION: Move to adjourn to Executive Session at 8:06 p.m. for the purpose of discussing property acquisition per RCW 42.31.110(b), and pending litigation per RCW 42.31.110(i), for approximately 30 minutes.
Picinich/Ruffo - unanimously approved.

MOTION: Move to return to regular session at 8:35 p.m.
Picinich/Ruffo - unanimously approved.

Mayor Wilbert asked for a motion from Council to direct the landscape architects for the Borgen Park to return with an option for an Environmental Resource Center. Mark Hoppen explained that the public hearing would be the appropriate time for this recommendation and no further Council action was required.

ADJOURN:

MOTION: Move to adjourn at 8:36 p.m.
Ekberg/Young - unanimously approved.

Cassette recorder utilized.
Tape 618 - Side B 076 - end.
Tape 619 - Side A 000 - 071.

Gretchen A. Wilbert, Mayor

City Clerk



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: CONSULTANT SERVICES CONTRACT
GIG HARBOR CIVIC CENTER PROJECT - MATERIALS TESTING
DATE: JUNE 19, 2001

INTRODUCTION/BACKGROUND

Materials testing assistance is necessary for the Gig Harbor Civic Center Project to ensure that materials used in the project meet the requirements of the plans and specifications. All materials testing must be performed in accordance with the Construction Specifications Institute (CSI) requirements and procedures.

After reviewing the Consultant Services Roster and evaluation of materials submitted for review, Krazan & Associates, 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

Krazan & Associates, 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 General fund.

RECOMMENDATION

I recommend that the Council authorize execution of the Consultant Services Contract with Krazan & Associates, Inc., for testing services for the Gig Harbor Civic Center Project in an amount not to exceed nine thousand three hundred one dollars and no cents (\$9,301.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
Krazan & Associates, Inc.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Krazan and Associates, Inc., a corporation organized under the laws of the State of Washington, located and doing business 20714 State Hwy 305 NE, Suite 3C, Poulsbo, Washington 98370, (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the construction of the Gig Harbor Civic Center, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform testing services required for the Gig Harbor Civic Center Construction, a list 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 the required testing services for the Gig Harbor Civic Center Construction.

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Nine thousand three hundred one dollars and no cents (\$9,301.00) 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 A**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**; 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 August 31, 2002; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in **Exhibit A**. If delivered to 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
Jeff Bowers
Krazan & Associates, Inc.
20714 State Hwy 305 NE, Suite 3C
Poulsbo, Washington 98370
(360) 598-2126

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

CITY OF GIG HARBOR

By: Jeff M. Bowers
Its Principal

By: _____
Mayor

Notices to be sent to:

CONSULTANT
Jeff Bowers
Krazan & Associates, Inc.
20714 State Hwy 305 NE, Suite 3C
Poulsbo, Washington 98370
(360) 598-2126

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 _____)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

**EXHIBIT A
SCOPE OF SERVICES**

 **Krazan & ASSOCIATES, INC.**

GEOTECHNICAL ENGINEERING • ENVIRONMENTAL ENGINEERING
CONSTRUCTION TESTING & INSPECTION

June 1, 2001

KA Proposal No: P01-196P
Page 1 of 3

Client: **Mr. David Skinner**
City of Gig Harbor Public Works Dept.
3105 Judson St.
Gig Harbor, WA 98335-1221

Tel: (253)851-8145

Project: **Gig Harbor Civic Center/Gig Harbor, WA**

Thank you for the opportunity to submit this proposal for testing and inspection services for the above referenced project. We propose to perform the necessary services on a time and material basis. The estimate shown below is based on the plans / specifications dated 05/07/01.

ANTICIPATED QUANTITIES:

DESCRIPTION	UNIT	RATE	AMOUNT
Soils Field Technician -- In-Place-Densities & Moistures	30hrs	\$36.00	1080.00
Asphalt Field Technician - Temp., Compaction, Sampling	10hrs	36.00	360.00
Reinforced Concrete - Inspection of re-steel and Placement	52 hrs	36.00	1872.00
Concrete Compressive Strength Samples (6 per set)	69 ea.	17.00	1173.00
Epoxy and Expansion Anchor Bolt Inspection	7 hrs	36.00	252.00
Structural Masonry Inspection (see assumptions)	38 hrs	36.00	1368.00
Masonry Grout and Mortar Compressive Strength Samples	30 ea.	17.00	510.00
Masonry Composite Prism Samples (as per sect. 4200)	8ea.	75.00	600.00
Structural Steel/Welding Inspection -- Fab. Shop & Erection	12 hrs	48.00	576.00
Mileage		.45	
Sample Pickup	12ea.	35.00	420.00
Soil Sieve Analysis {ASTM C136}	2ea.	85.00	170.00
Moisture Density Relationship {ASTM D1557}	2ea.	150.00	300.00
Asphalt Extraction/Gradation {ASTM D2172}	2ea.	225.00	450.00
Asphalt Rice Density Analysis {ASTM D2041}	2ea.	85.00	170.00
Estimated Project Budget Amount:			\$9,301.00

**EXHIBIT A
SCOPE OF SERVICES**

KA Proposal No: P01-196P
Page No.2 of 3

BID ASSUMPTIONS:

- * **PERSONNEL:** We currently have three inspectors living in the Gig harbor to Port Orchard area so can provide this project with timely, cost effective, comprehensive inspection services. Please see the enclosed resumes of our ICBO and WABO licensed inspectors we propose for the Civic Center Project.
- * **CONCRETE:** Section 3010, par. 3.15.1.1.5 states a set of 6 test samples per 100 cubic yards placed. Concrete compressive strength results will be faxed the same day as the break to all concerned. We assumed 30 yards minimum concrete placements.
- * **MASONRY:** As per the Structural Engineer of record, only the tall wall on IIIB line and two other small areas need full time inspection per UBC, the remaining areas can be constructed with only periodic inspection and at the time of grouting. This will reduce the inspection costs for masonry inspection.
- * **EARTHWORK:** After a brief conversation with Porter Brothers Construction, I calculated about 30 hours of soils density testing and backfill monitoring would cover the utilities and building both.
- * **MASONRY UNIT TESTING:** As per section 4200, 4 prisms for each type of block wall will be created, two tested at 7 days and two at 28 days. Also, section 4200-1.6.4.1 requires the following laboratory tests for each type of masonry unit: strength, absorption and in situ moisture at the time of placement. These tests are not always performed but we can do them in house if required.
- * **RE-INSPECTIONS:** KAI (Krazan & Associates, Inc.) will track re-inspections and report the time involved to the client for possible back charge to the Contractor on a monthly basis.
- * **WOOD FRAMING INSPECTIONS:** Wood framing inspection is to be performed by the Building Official as per Structural Notes.
- * **STRUCTURAL STEEL:** Notes on S0.1 dictate 10% of all field welds be tested by magnetic particle analysis. KAI should be able to perform this analysis in the course of other S/S inspections to control inspection costs.
- * **EXPANSION AND EPOXY ANCHOR BOLTS:** KAI can combine these inspections with other site inspections to control inspection costs.



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: GIG HARBOR CIVIC CENTER
- OWNER/CONTRACTOR AGREEMENT
DATE: JUNE 19, 2001

DAS

INTRODUCTION/BACKGROUND

On June 6, 2001 the Council authorized award to Porter Brothers Construction, Inc. for the construction of the Civic Center.

Attached is the Owner/Contractor Agreement (AIA A101). This agreement describes the binding relationship between the City and Porter Bros. Construction, Inc. to perform the construction of the Civic Center as described in the plans and specifications.

ISSUES/FISCAL IMPACT

The cost of this construction project is \$6,207,000, which is within the budgeted amount for the current bonded amount, and no increase in the bond is requested. The total Civic Center project is estimated to be \$8,282,367, which includes a public art allowance, furniture and equipment, A/E fees, and contingencies. To date the City has paid \$476,000.00 of project costs with a balance to be incurred of \$7,806,367.00. The current bond amount is \$7,825,000.00.

RECOMMENDATION

Staff recommends that the Council move and approve execution of the Owner/Contractor Agreement (AIA A101) with Porter Brothers Construction, Inc. for construction of the Gig Harbor Civic Center for their bid proposal amount of six million two hundred seven thousand dollars and no cents (\$6,207,000.00).

*Standard Form of Agreement Between Owner and Contractor
where the basis of payment is a STIPULATED SUM*

AGREEMENT made as of the twelveth day of June in the year of 2001.
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)

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

and the Contractor:
(Name, address and other information)
Porter Brothers Construction, Inc.
2222 Meridian Avenue E, Suite B
Edgewood, WA 98371

The Project is:
(Name and location)
Gig Harbor Civic Center (00.26)
3510 Grandview Street
Gig Harbor, WA 98335

The Architect is:
(Name, address and other information)
Burr Lawrence Rising + Bates Architects
1145 Broadway Plaza, Suite 1200
Tacoma, WA 98402

The Owner and Contractor agree as follows.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.



©1997 AIA®
AIA DOCUMENT A101-1997
OWNER-CONTRACTOR AGREEMENT

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

On the date established in the Notice to Proceed issued by the Owner.

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

3.2 The Contract Time shall be measured from the date of commencement.

3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ~~days from the date of commencement, or as follows:~~

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

June 14, 2002.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

Liquidated Damages: \$1,500.00 per calendar day.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Million Two Hundred Seven Thousand Dollars (\$ 6,207,000.00), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)

A-2b Mannington Carpet:	\$70,000.00
E-2 Horizontal Fiber Optic Cabling:	\$47,000.00
E-3 Additional Audio/Visual Equipment in Council Chambers:	\$21,000.00

4.3 Unit prices, if any, are as follows:

UP-1 Import Structural Fill:	\$21.00/Ton
UP-2 Export Unsuitable Materials:	\$12.00/C.Y.

ARTICLE 5 PAYMENTS

5.1 PROGRESS PAYMENTS

5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:



©1997 AIA®
AIA DOCUMENT A101-1997
OWNER-CONTRACTOR AGREEMENT

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment to the Contractor not later than the 31st day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than 45 days after the Architect receives the Application for Payment.

5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997.
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Subparagraph 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.

5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Clauses 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

AIA Document A201-1997, General Conditions of the Contract For Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.



©1997 AIA®
AIA DOCUMENT A101-1997
OWNER-CONTRACTOR AGREEMENT

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

5.2 FINAL PAYMENT

5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997, or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Payments due and unpaid under the Contract Documents shall bear interest as specified by RCW 39.76.

Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 The Owner's representative is:
(Name, address and other information)

David Skinner
Director of Public Works
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

7.4 The Contractor's representative is:
(Name, address and other information)

Jerry Munro
Porter Brothers Construction, Inc.
2222 Meridian Avenue E, Suite B
Edgewood, WA 98371

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.



©1997 AIA®
AIA DOCUMENT A101-1997
OWNER-CONTRACTOR AGREEMENT

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

© 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, © 1997 by The American Institute of Architects. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. WARNING: Unlicensed photocopying violates US copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. expiration as noted below. expiration as noted below. User Document: a101.aia -- 6/20/2001. AIA License Number 1110349, which expires on 5/23/2002.

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

7.6 Other provisions:

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated May 7, 2001, and are as follows:

Document	Title	Pages
Section 00700	General Conditions	45
Section 00800	Supplementary General Conditions	27

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

8.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
See Attachment "A".		

8.1.5 The Drawings are as follows, and are dated unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
See Attachment "B".		

8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
1	May 22, 2001 (Drawings E6.1/R1, E6.2/R1)	170
2	May 25, 2001	18

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.



8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

©1997 AIA®
AIA DOCUMENT A101-1997
OWNER-CONTRACTOR AGREEMENT

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

This Agreement is entered into as of the day and year first written above and is executed in at

least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER (Signature)

(Printed name and title)


CONTRACTOR (Signature)

JAMES R. PORTER President

(Printed name and title)

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT DA01.

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.



©1997 AIA®
AIA DOCUMENT A101-1997
OWNER-CONTRACTOR AGREEMENT

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

© 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, © 1997 by The American Institute of Architects. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. **WARNING:** Unlicensed photocopying violates US copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. expiration as noted below. expiration as noted below. User Document: a101.aia -- 6/20/2001. AIA License Number 1110349, which expires on 5/23/2002.

<u>(DESCRIPTION)</u>	<u>(PAGES)</u>
Cover Sheet	1
Frontispiece	1
Index of Construction Documents (<i>including Schedule of Drawings</i>)	10

CONSTRUCTION DOCUMENTS - FRONT END

Division 0 - Bidding and Contract Requirements

Section 00030 Invitation to Bid	3
00100 Instructions to Bidders (<i>A701-1997</i>)	9
00200 Supplementary Instructions to Bidders	3
00300 Substitution Request (<i>Pre-Bid Form</i>)	1
00400 Form of Proposal (<i>including Subcontractor List</i>)	5
00500 Contract Forms	1
Bond Forms	7
00700 General Conditions (<i>A201-1997</i>)	45
00800 Supplementary General Conditions	27

CONSTRUCTION DOCUMENTS - SPECIFICATIONS

Division 1 - General Requirements

Section 01100 Summary	4
01230 Alternate and Unit Prices	3
01250 Contract Modification Procedures (<i>including RFI-ASI-PR/CCD Forms</i>)	6
01290 Payment Procedures	5
01310 Project Management and Coordination (<i>incl. Example Coordination Drawing</i>)	11
01320 Construction Progress Schedule and Documentation	10
01330 Submittal Procedures	8
01400 Quality Requirements	4
01420 References (<i>including Keynotes</i>)	44
01500 Temporary Facilities and Controls	13
01560 Environmental Protection	7
01600 Product Requirements (<i>including Substitution Request Post-Bid Form</i>)	8
01700 Execution Requirements	7
01740 Warranties (<i>including Warranty Forms</i>)	6
01770 Close-Out Procedures (<i>including Example Punchlist Form</i>)	8

Division 2 - Sitework

Section 02010	Subsurface Investigation (including Soils Report)	23
02020	Demolition and Removal	2
02102	Clearing, Grubbing and Stripping	2
02200	Earthwork	9
02511	Concrete Paving, Curbs, Sidewalks and Stairs.....	5
02513	Asphalt Concrete Paving	7
02577	Pavement Marking.....	3
02665	Water System.....	5
02720	Storm Drainage System.....	4
02740	Exterior Sanitary Sewer.....	4
02800	Miscellaneous Site Furnishings.....	4
02831	Chain Link Fences and Gates.....	8
02832	Tubular Steel Fences and Man Gates	3
02833	Cantilever Gate.....	8
02900	Landscaping	4
02931	Hydroseeding.....	3
02934	Sod Lawn	2
02937	Soil Preparation	3
02990	Irrigation System	9

Division 3 - Concrete

Section 03010	Concrete Work	18
03650	Cementitious Topping/Underlayment	3

Division 4 - Masonry

Section 04200	Unit Masonry	16
---------------	--------------------	----

Division 5 - Metals

Section 05120	Structural Steel	7
05500	Metal Fabrications	11
05510	Metal Stairs	6

Division 6 - Wood and Plastics

Section 06100	Rough Carpentry	6
06180	Glued Laminated Structural Units	4
06190	Glued Laminated Wood Trusses	3
06192	Prefabricated Wood Trusses	3
06200	Finish Carpentry	7
06400	Architectural Woodwork	6

Division 7 - Thermal and Moisture Protection

Section 07110	Sheet Membrane Waterproofing	4
07160	Bituminous Dampproofing	3
07180	Water Repellents	4
07200	Insulation	7
07270	Firestopping	5
07311	Asphalt Shingles	6
07600	Flashing and Sheet Metal	8
07800	Roof Accessories	3
07900	Joint Sealers	6

Division 8 - Doors and Windows

Section 08100	Steel Doors and Frames	10
08210	Wood Doors	6
08305	Access Doors	3
08330	Side Sliding Grille	3
08360	Sectional Overhead Doors	7
08582	Security Transaction Window	3
08610	Vinyl Clad Wood Windows	11
08620	Translucent Paneling	5
08700	Finish Hardware	17
08800	Glass and Glazing	7
08990	Door Schedule	7

Division 9 - Finishes

Section 09100	Floor Finish Preparation	2
09200	Lath and Plaster	9
09215	Veneer Plaster	5
09250	Gypsum Drywall	15
09300	Tile	9
09510	Acoustical Ceilings	6
09521	Acoustical Wall Panels	4
09650	Resilient Flooring	9
09670	Concrete Floor Staining	5
09680	Floor Carpeting	8
09900	Painting	10
09950	Wallcoverings	5
09990	Finish Schedule	10

Division 10 - Specialties

Section 10100	Chalkboards and Tackboards	6
10160	Toilet Partitions	4
10200	Louvers and Vents	4
10260	Protective Wallcovering and Trim	4
10350	Flagpoles	4
10440	Specialty Signs (plus detail drawings)	11
10500	Metal Lockers	5
10510	Metal Shelving	3
10515	High Density Mobile Shelving	6
10520	Fire Extinguishers, Cabinets, and Accessories	5
10650	Operable Partitions	3
10800	Toilet and Bath Accessories	6

Division 11 - Equipment

Section 11050	Specialty Equipment	4
11131	Projection Screens	3
11132	Television Mounting Brackets	2

Division 12 - Furnishings

Section 12390	Modular Casework	9
12500	Window Treatment	5
12670	Entrance Mats	2

Division 13 - Special Construction

N/A

Division 14 - Conveying Systems

Section 14225	Hydraulic Elevators	8
---------------	---------------------------	---

Division 15 - Mechanical

Section 15010	General Provisions (Including Submittal Data Sheet)	23
15180	Insulation - Piping	5
15190	Insulation - Ductwork	3
15400	Plumbing - General	3
15405	Plumbing - Piping	9
15410	Plumbing - Drainage Specialties	3
15415	Hot Water Heating	3
15450	Plumbing Fixtures	11
15460	Gas Systems	3
15465	Compressed Air	3
15600	Fire Sprinkling Systems	8

Division 15 - Mechanical (continued)

15800	Air Distribution System - General	8
15805	Ductwork - Low Velocity	7
15807	Ductwork - Ductboard	5
15810	Air Terminals	3
15828	Heating and Ventilating Systems	12
15835	Filters	2
15860	Tests and Adjustments	5
15870	Requirements for Startup.....	4
15900	Controls	11
15950	Alternates	1

Division 16 - Electrical

Section 16010	General Provisions	11
16030	Testing	1
16100	Basic Materials & Methods	10
16114	Cable Tray	3
16130	Outlets & Pull Boxes.....	3
16170	Motor Controllers	3
16403	Electrical Work - Exterior	4
16500	Lighting	4
16740	Security System.....	23
16751	Auditorium Sound	12
16800	Telecommunication Distribution	21
16950	Alternates	1
	Load Calculations - Appendix A	1
	Panel Schedules - Appendix B	13

END OF INDEX OF SPECIFICATIONS SECTIONS

CONSTRUCTION DOCUMENTS - DRAWINGS

Following is a list of Drawings which are part of the Construction Documents, but which are bound separately from the Project Manual:

GENERAL

A0.1 Data Sheet

CIVIL DRAWINGS

C1.0 Index of Civil Drawings

C1.1 Existing Conditions and Demolition Plan (N)

C1.2 Existing Conditions and Demolition Plan (S)

C2.1 Erosion Control Plan (N)

C2.2 Erosion Control Plan (S)

C2.3 Erosion Control Details and Notes

C2.4 Erosion Control Details and Notes

C3.1 Site Dimension Plan (N)

C3.2 Site Dimension Plan (S)

C4.1 Storm Drainage, Grading and Paving Plan (N)

C4.2 Storm Drainage, Grading and Paving Plan (S)

C4.3 Storm Drainage Details and Notes

C4.4 Storm Drainage Details and Notes

C4.5 Paving Details and Notes

C5.1 Water and Sanitary Sewer Plan

C5.2 Water Details and Notes

C5.3 Water Details and Notes

C5.4 Sewer Details and Notes

LANDSCAPE DRAWINGS

L1.1 Landscape Planting Plan

L1.2 Irrigation Plan

L1.3 Irrigation Schedules, Notes and Details

ARCHITECTURAL DRAWINGS

A1.1	Site Plan
A1.2	Site Details
A1.3	Enlarged Entry Plaza Plan
A1.4	Enlarged Plans
A1.5	Site Details
A2.1	Primary Floor Plan - First Floor
A2.1A	Secondary Floor Plan - First Floor
A2.2	Primary Floor Plan - Second Floor
A2.2A	Secondary Floor Plan - Second Floor
A2.3	Loft and Dormer Plan
A2.4	Roof Plan
A2.5	Wall Types
A3.1	Exterior Elevations - Public Works
A3.2	Exterior Elevations - Administration
A3.3	Exterior Elevations - Police Department
A3.4	Building Sections
A3.5	Building Sections
A3.6	Not Used
A3.7	Not Used
A3.8	Wall Sections - Administration
A3.9	Wall Sections - Administration
A3.10	Wall Sections - Administration
A3.11	Wall Sections - Administration
A3.12	Wall Sections - Administration
A3.13	Wall Sections - Administration
A3.14	Wall Sections - Administration
A3.15	Wall Sections - Public Works
A3.16	Wall Sections - Public Works
A3.17	Wall Sections - Public Works
A3.18	Wall Sections - Police
A3.19	Wall Sections - Police
A3.20	Wall Sections - Police
A3.21	Wall Sections - Police
A4.1	Enlarged Toilet Room floor Plans & Interior Elevations
A4.2	Enlarged Toilet Room floor Plans & Interior Elevations
A4.3	Enlarged Toilet Room floor Plans & Interior Elevations
A4.4	Stair Sections - Administration
A4.5	Stair Sections - Administration
A4.6	Ladder Stairs & Ladder Stair Sections
A4.7	Enlarged Plan - City Council Chamber Fastener Layout
A4.8	Casework and Wall Details
A4.9	Wall Details

ARCHITECTURAL DRAWINGS (continued)

A4.10	Casework and Wall Details
A4.11	First Floor Plan - Floor Patterns
A5.1a	Interior Elevations
A5.1b	Interior Elevations
A5.1c	Interior Elevations
A5.1d	Interior Elevations
A5.2a	Interior Elevations
A5.2b	Interior Elevations
A5.2c	Interior Elevations
A5.2d	Interior Elevations
A5.2e	Interior Elevations
A5.3a	Interior Elevations
A5.3b	Interior Elevations
A5.3c	Interior Elevations
A5.3d	Interior Elevations
A5.4a	Interior Elevations
A5.4b	Interior Elevations
A5.4c	Interior Elevations
A5.4d	Interior Elevations
A5.4e	Interior Elevations
A5.4f	Interior Elevations
A6.1	Reflected Ceiling Plan - First Floor
A6.2	Reflected Ceiling Plan - Second Floor
A6.3	Ceiling Details
A7.1	Door, Door Frames, Louver, Relite & Window Types
A7.2	Door Details
A7.3	Window Details
A7.4	Entry Door/Window Details
A8.1	Details
A8.2	Column Details
A8.3	Roof Details
A8.4	Details
A8.5	Details
A8.6	Details
A9.1	Primary Floor Plan - First Floor Code
A9.2	Primary Floor Plan - Second Floor Code
A9.3	Planning and Building Alternate Floor Plan - Code

STRUCTURAL DRAWINGS

- S0.1 General Notes and Descriptions
- S0.2 Typical Details
- S0.3 Standard Steel Stud Details

- S1.1 Foundation Plan

- S2.1 City Council Chambers - Second Floor Plan and
Misc. Mezzanine Framing Plans

- S3.1 Roof Framing Plan
- S3.2 Dormer Framing Plans and Details

- S4.1 Foundation Details
- S4.2 Foundation Details

- S5.1 Floor Framing Details
- S5.2 Floor Framing Details

- S6.1 Roof Framing Details
- S6.2 Roof Framing Details
- S6.3 Roof Framing Details

- S7.1 Truss Elevations and Details
- S7.2 Truss/Frame Elevations and Details
- S7.3 Frame Elevations and Details

- S8.1 Canopy Details

MECHANICAL DRAWINGS

- M0.1 Mechanical Site Plan

- M1.1 Foundation Plan

- M2.1 First Floor - Floor Plan
- M2.2 Second Floor - Floor Plan

- M3.1 Fire Sprinkling Plan

- M4.1 Enlarged Plumbing Plans

- M5.1 Plumbing Riser Diagrams

- M6.1 First Floor - Reflected Ceiling Plan

MECHANICAL DRAWINGS (continued)

- M6.2 Second Floor - Reflected Ceiling Plan
- M7.1A First Floor - Above Ceiling Plumbing Plan
M7.2A Second Floor - Above Ceiling Plumbing Plan
M7.1B First Floor - Above Ceiling HVAC Plan
M7.2B Second Floor - Above Ceiling HVAC Plan and Loft Plan
M7.3B Mechanical Lofts HVAC/Plumbing Plan
- M8.1 Schedules
- M9.1 Building Sections
M9.2 Building Sections
M9.3 Details

ELECTRICAL DRAWINGS

- E0.1 Electrical Legend, Lighting Fixture Schedule and Notes
- E1.1 Electrical Site Plan
- E2.1 First Floor - Power Plan
E2.2 Second Floor - Power Plan
E2.3 Electrical Lofts Plan
- E3.1 First Floor - Signals/Systems Plan
E3.2 Second Floor - Signals/Systems Plan
- E5.1 Power One-Line Diagram, Mechanical Equipment Schedules
- E6.1 First Floor - Lighting Plan
E6.2 Second Floor - Lighting Plan
- E7.1 Signal/Systems One-Line Diagram
E7.2 Telecommunications One-Line Diagrams and Details

END OF INDEX OF DRAWINGS



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: HARBORVIEW DRIVE IMPROVEMENTS - CONTRACT AWARD
DATE: JUNE 19, 2001

INTRODUCTION/BACKGROUND

The 2001 budget provides for the design and construction of pedestrian improvements along Harborview Drive from Soundview Drive to the Street End. This project will provide curb, gutter, and sidewalk on one side with storm sewer improvements as required. The undergrounding of conduit will allow the installation of street lighting as future budgeting allows. Seven contractors were contacted in accordance with the City's Small Works Roster Process (Resolution No. 411). Only one contractor responded with the following price quotation proposal:

Guttormsen Brothers Construction	\$ 59,388.00
----------------------------------	--------------

Guttormsen Brothers Construction performed the demolition of the Borgen outbuildings last year, and their performance was good.

This memorandum requests Council authorization to award and execute the contract for the work. It is anticipated that the work will be completed within fifteen days after Notice to Proceed is issued, weather permitting.

FISCAL CONSIDERATIONS

Budgeted funds are available for this work in the Street Fund.

RECOMMENDATION

Staff recommends the Council authorize award and execution of the contract for Harborview Drive Street End to Guttormsen Brothers Construction, for their price quotation proposal amount of fifty-nine thousand three hundred eighty-eight dollars and no cents (\$59,388.00). The project is a public street improvement and the City will not be required to pay Washington State Sales Tax.



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 VODOPICH, AICP, DIRECTOR, PLANNING AND BUILDING
SUBJECT: SECOND READING OF AN ORDINANCE AMENDING CHAPTER 18.04 - ENVIRONMENTAL REVIEW
DATE: JUNE 21, 2001

INFORMATION/BACKGROUND

The City Attorney has prepared an ordinance amending Chapter 18.04 – Environmental Review (SEPA), to clarify the appeals process and make minor housekeeping changes. A public hearing and first reading took place at the regular Council Meeting of June 11, 2001.

POLICY CONSIDERATIONS

The proposed changes have become a potential source of legal challenges as a result of varying interpretation of the appeals process.

FISCAL CONSIDERATIONS

The proposed changes may eliminate unnecessary legal challenges.

RECOMMENDATION

This is the second reading of the Ordinance. The City Attorney and Director of Planning and Building Services recommend adoption of this Ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE, ZONING AND ENVIRONMENTAL PROTECTION, AMENDING THE ADMINISTRATIVE APPEAL PROCEDURE FOR APPEALS OF CERTAIN DETERMINATIONS MADE BY THE CITY UNDER THE STATE ENVIRONMENTAL POLICY ACT ON ACTIONS AND PROJECT PERMIT APPLICATIONS, AMENDING SECTION 18.04.230 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the City of Gig Harbor may provide for administrative appeals of determinations relating to the State Environmental Policy Act ("SEPA") in their SEPA procedures, as long as they comply with the requirements of WAC 197-11-680; and

WHEREAS, the City has adopted such appeal procedures in Gig Harbor Municipal Code ("GHMC") Section 18.04.230; and

WHEREAS, recently, premature judicial appeals were filed of the Hearing Examiner's decision on SEPA issues for a project permit application prior to the date that the City Council was scheduled to hear an appeal of the project permit decision; and

WHEREAS, the City Council desires to amend GHMC Section 18.04.230 to ensure that the City's codes contain references to the applicable statutes on judicial appeals for SEPA issues, when the underlying action is subject to an administrative appeal to the City Council; and

WHEREAS, the City Council desires to make other amendments to GHMC Section 18.04.230 to ensure that it is clearly written for the benefit of both City Staff and the public; and

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Section 18.04.230 of the Gig Harbor Municipal Code is hereby amended to read as follows:

18.04.230 Appeals.

A. Decisions that may be appealed. There is no administrative appeal of the intermediate steps under SEPA, including, but not limited to, lead agency determination, or scoping, draft EIS adequacy. SEPA administrative appeals shall be limited to review of final threshold determinations, the adequacy of final environmental impact statements, mitigation or failure to mitigate environmental impacts, and project denials.

B. Appeals of certain decisions will be heard in a consolidated appeal hearing.

(1) The following appeals of SEPA procedural or substantive determinations need not be consolidated with a hearing or appeal on the underlying governmental action:

(a) an appeal of a determination of significance;

(b) an appeal of a procedural determination made by the City when the City is the project proponent, or is funding a project, and chooses to conduct its review under SEPA, including any appeals of its procedural determinations prior to submitting an application for a project permit application;

(c) an appeal of a procedural determination made by the City on a nonproject action; and

(2) Appeals of declarations of nonsignificance, EIS adequacy, mitigation, and project denial and open record public hearings shall be consolidated with an open record hearing on the project action or underlying permit, if one is provided for in Chapter 19.01. for the underlying permit(s), as described in Chapter 19.01 GHMC, shall be consolidated and heard together. Declarations of significance, issued before a decision on the underlying permit(s), may be appealed and heard before the consolidated open record public hearing on the permit and other SEPA issues.

C. Time to file an appeal.

(1) An administrative appeal of a procedural or substantive determination under SEPA issued at the same time as the decision on the project action or underlying permit shall be filed within fourteen (14) days after a notice of decision (under GHMC Section 19.05.008 and 19.05.009), otherwise, an appeal must be filed within fourteen (14) days after other notice that the decision has been made and is appealable.

(2) In order to allow public comment on a DNS prior to requiring an administrative appeal to be filed, this appeal period shall be extended for an additional seven (7) days if the appeal is of a DNS for which public comment is required under chapter 197-11 WAC.

(3) For threshold determinations issued prior to a decision on a project action or the underlying permit, an administrative appeal shall be filed within fourteen (14) days after notice that the determination has been made and is appealable.

D. Appeal must be filed in writing. All SEPA appeals must be filed in writing with the Department of Planning and Community Development, responsible official within 14 calendar days after the final comment due date on a SEPA threshold determination, pursuant to GHMC 19.05.009.

An appeal must include the applicable appeal fee and all of the elements described in GHMC 19.06.004(4), "Content of Appeal."

E. Date for hearing on appeals of a DS. The hearing date for appeals of declarations of significance issued before a decision on the permit shall be not more than 45 days from the date the appeal is filed.

F. Timeliness of appeals. On receipt of a written notice of appeal, the responsible official shall forward the appeal to the hearing examiner, who shall determine whether the appeal is timely prior to the scheduling of any appeal hearing or consolidated open record hearing on the underlying project permit. The hearing examiner shall issue a

written decision to the appellant, project applicant and the responsible official if the appeal is untimely and will not proceed, determine if the notice is timely. If the notice is untimely, the responsible official shall advise the person(s) who filed the notice that no appeal hearing will be scheduled because the notice was untimely. If the appeal is timely, the responsible official shall set a hearing date and transmit the appeal notice to the hearing examiner.

G. SEPA appeal is an open record hearing. Hearing examiner SEPA appeals, and any consolidated public hearings on the underlying permit, shall be open record hearings, as described in Chapter 19.05 GHMC. The hearing examiner shall take sworn testimony, consider all relevant evidence and decide the issues de novo; provided, however, that the responsible official's decision(s) shall be given substantial weight on procedural determinations.

H. Date for issuance of decision. The hearing examiner shall issue a written decision, which shall include specific findings of fact and conclusions of law, within the time period set forth in GHMC Section 19.05.008, 10 working days of the close of the hearing, unless a longer period is agreed to in writing by the applicant and the hearing examiner.

I. Effect of hearing examiner's decision.

(1) Pursuant to WAC 197-11-680(3)(c), this administrative appeal procedure must be used before anyone may initiate judicial review of any SEPA issue that could have been reviewed under the City's SEPA procedures.

(2) When SEPA applies to a decision, any judicial appeal of that decision potentially involves both those issues pertaining to SEPA and those which do not. This Section and RCW 43.21C.075 establish the time limits for raising SEPA issues, but existing statutes of limitations control the appeal of non-SEPA issues. RCW 43.21C.075 contemplates a single lawsuit.

3) The hearing examiner's decision on the timeliness of an appeal, threshold determinations and EIS adequacy shall be the final decision of the city. In addition, the hearing examiner's decision is final if the decision involves a project action or project permit application that is not appealable to the City Council, as provided in GHMC 19.01.003. Appeals of the hearing examiner's decision on these issues shall be filed in the Pierce County superior court, but appellants must follow RCW 43.21C.075(6)(c), which provides that "judicial review under chapter 43.21C shall without exception be of the governmental action together with its accompanying environmental determinations," which contemplates a single lawsuit.

(4) Appeals of the hearing examiner's decision on SEPA mitigation and project denial shall be filed with the city council, as set forth in GHMC 19.06.004, except as provided in Subsection (J) below.

J. City Council appeals. Appeals to the city council of the hearing examiner's decision on SEPA mitigation and project denial appeals shall be consolidated with decisions subject to city council review by as shown in GHMC Section 19.01.003. Chapter 19.01 GHMC. Appeals of SEPA mitigation or project denial under SEPA are Decisions not appealable to the subject to city council if the underlying action or project permit application is not appealable to the city council as shown in GHMC Section 19.01.003.

~~review may not be appealed to the city council as part of a SEPA mitigation or project denial appeal.~~ In the appeal, the city council shall review the hearing examiner's ~~open record hearing~~ decision in a closed record appeal as described in Chapter 19.06 GHMC. The record on appeal shall consist of the hearing examiner's findings of fact, conclusions of law, and decision; a taped or written transcript of the hearing; and any exhibits accepted into evidence at the hearing. No other evidence shall be considered unless it can be shown that the hearing examiner erred in excluding such evidence or that such evidence was not available at the time of the open record hearing. The city council may reverse the decision of the hearing examiner based solely upon the criteria set forth the Chapter 19.06 GHMC.

K. Effect of City Council decision. The city council's decision ~~on project mitigation or denial, on the appeal and~~ the underlying permits shall be the final decision of the city. Appeals of the city council's decision shall be filed in the Pierce County superior court.

L. Notice of Decision. ~~If a time limit is established by statute or ordinance for commencing a judicial appeal of the project permit,~~

(1) In the Notice of Decision issued by the City pursuant to GHMC Section 19.05.009 and for every decision for which an appeal is available in this Section, the responsible official shall give official notice of the date and place for commencing the appeal. The notice shall include:

- (a) notice that any SEPA issues must be appealed within the time limit set by statute or ordinance for appealing the underlying governmental action; and
- (b) The time limit for commencing the appeal of the underlying governmental action and SEPA issues, and the statute or ordinance establishing the time limit; and
- (c) where the appeal may be filed.

(2) Written notice shall be provided to the applicant, all parties to any administrative appeal, and all persons who have requested notice of decisions concerning the project. Such notice may be appended to the permit, the decision documents, the SEPA compliance documents, or may be printed separately.

M. Deadlines for Judicial Appeals. The time limitations and procedures for judicial appeals of decisions in this section shall be as set forth in WAC 197-11-680(4), RCW 43.21C.075 and GHMC Section 19.06.006. ~~Title 19.~~ Only a party to the proceeding appealed from may appeal the decisions set forth above.

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 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 a summary, consisting of the title.

PASSED by the Gig Harbor City Council and the Mayor of the City of Gig Harbor this ___ day of June, 2001.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

By: _____
CAROL A. MORRIS, CITY ATTORNEY

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: 6/7/01
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 summary of text of which is as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE, ZONING AND ENVIRONMENTAL PROTECTION, AMENDING THE ADMINISTRATIVE APPEAL PROCEDURE FOR APPEALS OF CERTAIN DETERMINATIONS MADE BY THE CITY UNDER THE STATE ENVIRONMENTAL POLICY ACT ON ACTIONS AND PROJECT PERMIT APPLICATIONS, AMENDING SECTION 18.04.230 OF THE GIG HARBOR MUNICIPAL CODE.

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

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

APPROVED by the City Council at their regular meeting of _____2001.

Molly M. Towslee, City Clerk



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
DIRECTOR, PLANNING & BUILDING SERVICES
SUBJECT: LAND USE HEARING EXAMINER PROPOSALS – TEMPORARY
HEARING EXAMINER SERVICES
DATE: JUNE 25, 2001

BACKGROUND

As directed by Council, staff prepared and released a request for proposals (RFP) for Land Use Hearing Examiner services for the City. The RFP was released on February 23rd and proposals were due by March 23rd. The contract with the City's current Hearing Examiner, Mr. Ron McConnell expires on June 30, 2001.

The matter of reviewing the responses to the RFP and/or the hiring of a temporary Land Use Hearing Examiner was tabled at the June 11, 2001 meeting of the City Council. It is anticipated that the Land Use Planning Committee (Councilmembers Pasin, Picinich, & Ruffo) will be meeting with the City Attorney and the Director of Planning and Building Services prior to the June 25, 2001 City Council meeting to discuss this issue.

RECOMMENDATION

Planning and Building staff recommends that the Council address the recommendation of the Land Use Planning committee at the June 25, 2001 City Council meeting.



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: SEWER EXTENSION REQUEST - PURDY SHOPPING CENTER
DATE: JUNE 19, 2001

INFORMATION/BACKGROUND

Mr. Dave Morris, managing partner of the Purdy Shopping Center, has requested one equivalent residential unit of sewer capacity (one ERU) to connect Towne Cleaners/formerly Knapp Realty to the Purdy Pump Station on SR-302. This business site possesses scant land for revision of the existing drainfield, which is largely underneath the building. Public Works reports that connection is possible with suitable engineering.

POLICY CONSIDERATIONS

Connection of businesses adjacent to Burley Lagoon was one of the original purposes that fostered the sewer line in this area. Other businesses in the Purdy Shopping Center are already connected to city sewer. This extension is outside of city limits and within the UGA. Capacity is available at the city's sewer treatment plant.

FISCAL CONSIDERATIONS

The applicant must pay the connection fee and latecomers fee for connection in this area, as well as the inspection fees and as-built deposit. Currently, these fees would include \$2605 for connection and \$2642.26 for latecomers to the Peninsula School District. The entire fee requirement will be paid at the time of contract.

RECOMMENDATION

Staff recommends the extension of one ERU of city sewer to the Towne Cleaners Building.

RECEIVED

JUN 11 2001

CITY OF GIG HARBOR

6/10/01

Mr. Mark Hoppen
City of Gig Harbor
P.O. Box 145
Gig Harbor, Wash. 98335

RE: Additional sewer extension request—Purdy Shopping Center

Dear Mark:

As we have discussed, the Purdy Shopping Center LLC has recently purchased an adjacent building (Towne Cleaners building/formerly Knapp Realty building.) Its address is 14014 Purdy Dr. N.W. Gig Harbor, Wa. 98332, its parcel # is 705500-041-0, and its legal description is Lots 1 and 2 plus the North 37.5 feet of Lot 3, Block 16, Plat of Purdy. Please accept this letter as a formal request for sewer service to this new ownership.

Towne cleaners usage, with one or two daily employees, should qualify it for the minimum 1 ERU usage. This is a “drop off” location for customers—and the items are transported to Tacoma for actual cleaning. The water meter is the same one currently utilized by the Purdy Shopping Center.

This building is a logical inclusion to our Purdy Shopping Center ownership—and it only makes sense to include it into our existing sewer/water plans and agreements. In addition, we have recently discovered that the existing septic system @ Towne Cleaners is very old and will not meet current code requirements. And because of its location within a few feet of the Burley Lagoon estuary—there is strong long term environmental rationale for a proper sewer hook up.

Enclosed, you will find:

1. Our filing fee check in the amount of \$100.00
2. A parcel and proximity map of the subject property.

We understand that our fees may include an ERU fee, a “late comers” fee to the School District, and that we will be responsible for the actual connection to meet City standards. In addition, this may require City Council approval.

Please contact me if you need further information.


c; Purdy Shopping Center partners

UTILITY EXTENSION, CAPACITY AGREEMENT

THIS AGREEMENT is entered into on this ____ day of June, 2001, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and Dave Morris, hereinafter referred to as "the Owner".

WHEREAS, the Owner is the owner of certain real property located in Pierce County which is legally described as set forth in Exhibit 'A' attached hereto and incorporated herein by this reference as though set forth in full, and

WHEREAS, the Owner's property is not currently within the City limits of the City, and

WHEREAS, the Owner desires to connect to the City water and sewer utility system, hereinafter referred to as "the utility," and is willing to allow connection only upon certain terms and conditions in accordance with Title 13 of the Gig Harbor Municipal code, as now enacted or hereinafter amended, NOW, THEREFORE,

FOR AND IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties agree as follows:

1. Warranty of Title. The Owner warrants that he/she is the Owner of the property described in Exhibit 'A' and is authorized to enter into this Agreement.

2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property from the existing utility line on SR-302 (street or right-of-way) at the following location:

*14014 Purdy Dr. N.W.
Gig Harbor, WA 98332*

*Lots 1 and 2 plus the North 37.5 feet
Of Lot 3, Block 16, Plat of Purdy*

3. Costs. Owner will pay all costs of designing, engineering and constructing the extension. All construction shall be done to City standards and according to plans approved by the City's Public Works Director. Any and all costs incurred by the City in reviewing plans and inspecting construction shall be paid for by the Owner.

4. Sewer Capacity Commitment. The City agrees to provide to the Owner sewer utility service and hereby reserves to the Owner the right to discharge to the City's sewerage system One ERU per day average flow; provided however, that the City retains the authority to temporarily suspend such capacity where necessary to protect public health and safety, or where required to comply with

the City's NPDES permit, or any other permits required by any agency with jurisdiction. These capacity rights are allocated only to the Owner's system as herein described. Any addition to this system must first be approved by the City. Capacity rights acquired by the Owner pursuant to this agreement shall not constitute ownership by the Owner of any facilities comprising the City sewerage system. The City agrees to serve the Owner with this capacity provided this agreement is signed and payment for sewer capacity is received within 45 days after City Council approval of extension of sewer capacity to the Owner's property.

5. **Permits - Easements.** Owner shall secure and obtain, at Owner's sole cost and expense any necessary permits, easements and licenses to construct the extension, including, but not limited to, all necessary easements, excavation permits, street use permits, or other permits required by state, county and city governmental departments including the Pierce County Public Works Department, Pierce County Environmental Health Department, State Department of Ecology, Pierce County Boundary Review Board, and City of Gig Harbor Public Works Department.

6. **Turn Over of Capital Facilities.** If the extension of utility service to Owner's property involves the construction of water or sewer main lines, pump stations, wells, and/or other city required capital facilities, the Owner agrees if required by the city to turn over and dedicate such facilities to the City, at no cost, upon the completion of construction and approval and acceptance of the same by the City. As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:

- A. As built plans or drawings in a form acceptable to the City Public Works Department;
- B. Any necessary easements, permits or licenses for the continued operation, maintenance, repair or reconstruction of such facilities by the City, in a form approved by the City Attorney;
- C. A bill of sale in a form approved by the City Attorney; and
- D. A bond or other suitable security in a form approved by the City Attorney and in an amount approved by the City Public Works Director, ensuring that the facilities will remain free from defects in workmanship and materials for a period of 2 year(s).

7. **Connection Charges.** The Owner agrees to pay the connection charges and latecomers fees in addition to any costs of permit and construction as a condition of connecting to the City utility system at the rate schedules applicable at the time the Owner contracts to connect his property to the system.

8. **Service Charges.** In addition to the charges for connection, the Owner agrees to pay for utility service rendered according to the rates for services applicable to properties outside the city limits as such rates exist, which is presently at 150% the rate charged to customers inside city limits, or as they may be hereafter amended or modified.

9. **Annexation.** Owner understands that annexation of the property described on Exhibit 'A' to the

City will result in the following consequences:

- A. Pierce County ordinances, resolutions, rules and regulations will cease to apply to the property upon the effective date of annexation;
- B. City of Gig Harbor ordinances, resolutions, rules and regulations will begin to apply to the property upon the effective date of annexation;
- C. Governmental services, such as police, fire and utility service, will be provided to the property by the City of Gig Harbor upon the effective date of annexation;
- D. The property may be required to assume all or any portion of the existing City of Gig Harbor indebtedness, and property tax rates and assessments applicable to the property may be different from those applicable prior to the effective date of annexation;
- E. Zoning and land use regulations applicable to the property after annexation may be different from those applicable to the property prior to annexation; and
- F. All or any portion of the property may be annexed and the property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

With full knowledge and understanding of these consequences of annexation and with full knowledge and understanding of Owner's decision to forego opposition to annexation of the property to the City of Gig Harbor, Owner agrees to sign a petition for annexation to the City of the property described on Exhibit A as provided in RCW 35.14.120, as it now exists or as it may hereafter be amended, at such time as the Owner is requested by the City to do so. The Owner also agrees and appoints the Mayor of the City as Owner's attorney-in-fact to execute an annexation petition on Owner's behalf in the event that Owner shall fail or refuse to do so and agrees that such signature shall constitute full authority from the Owner for annexation as if Owner had signed the petition himself. Owner further agrees not to litigate, challenge or in any manner contest, annexation to the City. This Agreement shall be deemed to be continuing, and if Owner's property is not annexed for whatever reason, including a decision by the City not to annex, Owner agrees to sign any and all subsequent petitions for annexations. In the event that any property described on Exhibit 'A' is subdivided into smaller lots, the purchasers of each subdivided lot shall be bound by the provisions of this paragraph.

10. Land Use. The Owner agrees that any development or redevelopment of the property described on Exhibit 'A' shall meet the following conditions after execution of Agreement:

- A. The use of the property will be restricted to uses allowed in the following City zoning district at the time of development or redevelopment: WC
- B. The development or redevelopment of the property shall comply with all requirements of the City Comprehensive Land Use Plan, Zoning Code, Building Regulations,

Design Review Guidelines and City Public Works Standards for similarly zoned development or redevelopment in effect in the City at the time of such development or redevelopment. The intent of this section is that future annexation of the property to the City of Gig Harbor shall result in a development which does conform to City standards.

11. Liens. The Owner understands and agrees that delinquent payments under this agreement shall constitute a lien upon the above-described property. If the extension is for sewer service, the lien shall be as provided in RCW 35.67.200, and shall be enforced in accordance with RCW 35.67.220 through RCW 35.67.280, all as now enacted or hereafter amended. If the extension is for water service, the lien shall be as provided in RCW 35.21.290 and enforced as provided in RCW 35.21.300, all as currently enacted or hereafter amended.

12. Termination for Non-Compliance. In the event Owner fails to comply with any term or condition of this Agreement, the City shall have the right to terminate utility service to the Owner's property in addition to any other remedies available to it.

13. Specific Enforcement. In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by a court of competent jurisdiction.

14. Covenant. This agreement shall be recorded with the Pierce County Auditor and shall constitute a covenant running with the land described on Exhibit 'A', and shall be binding on the Owner, his/her heirs, successors and assigns. All costs of recording this Agreement with the Pierce County Auditor shall be borne by the Owner.

15. Attorney's Fees. In any suit or action seeking to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other remedy provided by law or this agreement.

16. Severability. If any provision of this Agreement or its application to any circumstance is held invalid, the remainder of the Agreement or the application to other circumstances shall not be affected.

DATED this _____ day of June, 2001.

CITY OF GIG HARBOR

Mayor Gretchen Wilbert

OWNER

Name:

Title:

ATTEST/AUTHENTICATED:

City Clerk, Molly Towslee

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

Signature

NOTARY PUBLIC 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 persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are 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: _____

Signature

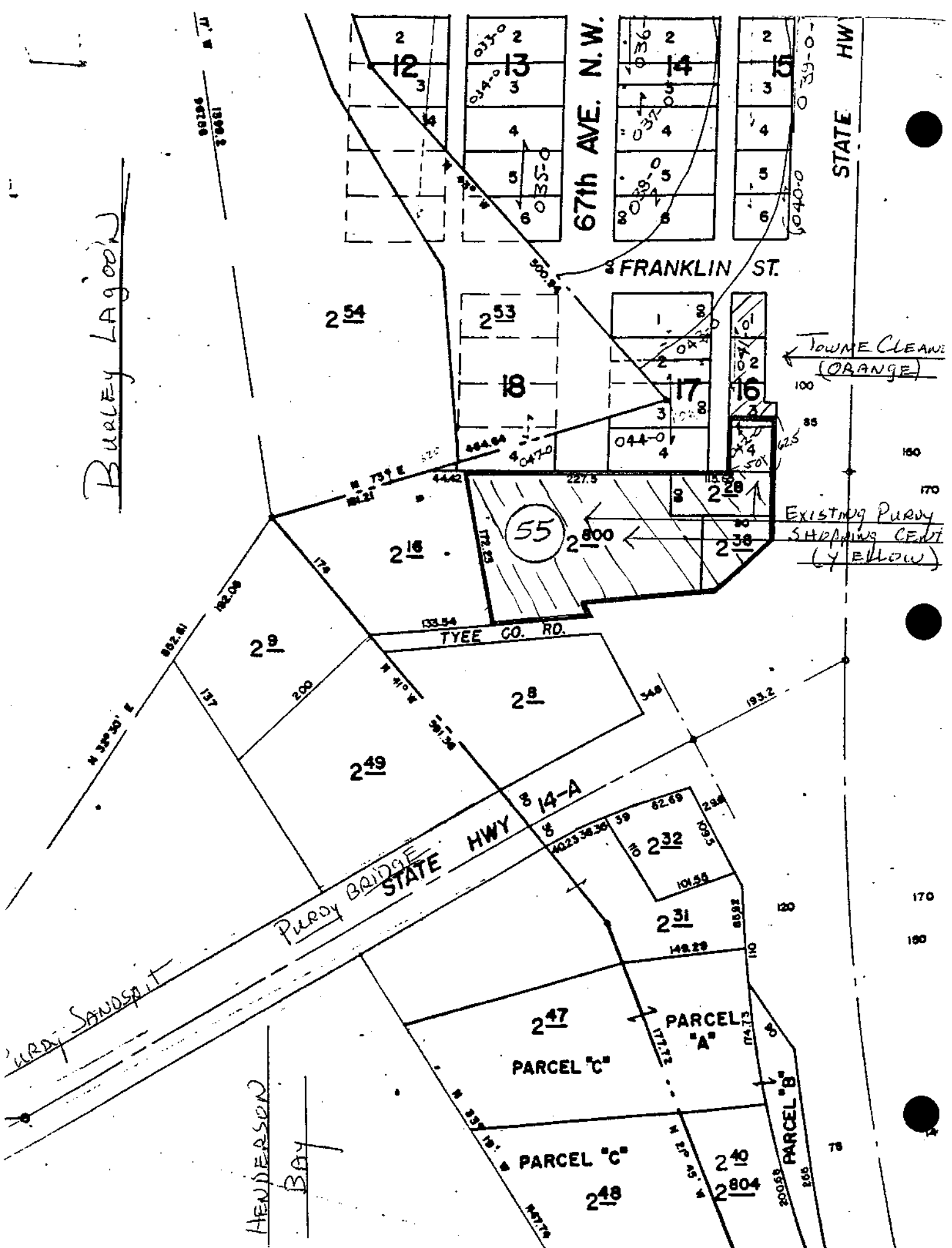
NOTARY PUBLIC for the State
of Washington, residing at

My commission expires: _____

EXHIBIT 'A'

Lots 1 and 2 plus the North 37.5 feet of Lot 3, Block 16, Plat of Purdy

BURLEY LAGOON



67th AVE. N.W.

FRANKLIN ST.

STATE HW

TOWNE CLEAN (ORANGE)

EXISTING PURDY SHIPPING CENT (YELLOW)

MARY SANDSPIT

HENDERSON BAY

Purdy BRIDGE STATE HWY

PARCEL C

PARCEL A

PARCEL B

TYEE CO. RD.

PARCEL C

88196
30681

039-0
040-0

034-0
035-0

036-0
037-0
038-0

031-0
032-0
033-0

041-0
042-0
043-0
044-0

045-0
046-0
047-0
048-0

254

253

18

228

16

216

28

29

249

231

247

232

248

240

2804

160

170

170

180

78



City of Gig Harbor. The "Maritime City"

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

CITY OF GIG HARBOR - UTILITIES SERVICE APPLICATION

Application No. _____, Parcel No. 7055 00-041-0, Date _____

Applicant Purdy Shopping Center LLC, Phone # 857-5555

Mailing Address P.O. Box 401, Gig Harbor, Wash 98335

STORM WATER CALCULATION:

Impervious Area (Sq.Ft.)	Calculation	Units

Connection/Service ADDRESS OR LOCATION: 14014 Purdy Dr. N.W. Gig H. 98332

Subdivision Lot 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, Lot No. _____

Date of Hook-Up _____, Meter No. _____, Size _____, Rate _____

Account No. _____, Meter Location _____

Lot 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

WATER SYSTEM HOOK-UP & METER INSTALLATION CHARGES:

Meter Size	Capacity Factor(s)	Hook-Up Fee (Inside City Limits)	Hook-Up Fee (Outside City) (1)	Meter Charge	Total Fees
3/4"	1	\$1,305.00	\$1,960.00	\$450.00	\$
1"	1.67	\$2,175.00	\$3,260.00	\$555.00	\$
1-1/2"	3.33	\$4,350.00	\$6,525.00	(2) \$1,130.00	\$
2"	5.33	\$6,960.00	\$10,440.00	(2) \$1,260.00	\$
Over 2"	(3)	(3)\$	(3)\$	(3) \$	\$

IMPACT FEES & OTHER CHARGES:

Street Boring (2)	\$ 10.00 / Foot		\$
Open Street Cut (2)	\$ 20.00 / Foot		\$
Park Impact Fees	Residential @ \$1,500.00		\$
Transportation Impact Fees	Residential @ \$ 517.30 Commercial/Multi - @ \$		\$
Water Latecomer Fees	Latecomer Fee Calculation \$ _____ Administration Fee \$ _____		\$

Notes: (1) If project is outside the city limits, the hook-up fee is (1.5) times inside city rate.
(2) Time & Material Plus 10% (3) Negotiable

TOTAL WATER, IMPACT AND OTHER CHARGES: \$ _____

BASIC SEWER SYSTEM CONNECTION FEE:

Zone A	Zone B, C, D	Other	# Of ERU'S *	Total Fee
\$ 755.00	\$ 1,855.00	\$ 2,605.00		\$ _____ .00

- Equivalent Residential Unit Calculation for non-residential service:

Comb (_____) ERU's per _____) X (_____) = *1*
 Class of Service Conversion rate for appropriate unit (sq. ft., seats, students, etc.) Number of units Equivalent ERU's
Cleaners - Pick up only - no cleaning on site
SPECIAL CHARGES:

Check (X)	Type of Fee (1)	FEE
	Encroachment Permit Application & Fee	\$ 50.00
	Sewer Stub Inspection Fee	\$ 125.00
X	House Stub Inspection Fee (\$25 in city / <u>\$37.50 out</u>)	\$ <i>37.50</i>
X	As-Built Plans Fee (Refundable)	\$ 150.00
X	Sewer Latecomers Fee/Administration Fee	\$ _____

Note: (1) Single Family Residence only (See Public Works Department for Multi-Family and Commercial)

TOTAL WATER, IMPACT & OTHER FEES PAID: \$ _____

TOTAL SEWER SYSTEM FEES PAID: \$ _____

GRAND TOTAL FEES PAID WITH THIS APPLICATION: \$ _____

Application is hereby made by the undersigned property owner or his/her agent for water and/or sewer service for which I agree to pay in advance, for the following estimated charges, the exact charges shall be paid as established by City Resolution, and will be determined at the time a water availability certificate is issued and be payable immediately upon completion of the installation.

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

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

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

I understand that the City shall maintain ownership in such water meters installed by the City and the City shall be responsible for providing reasonable and normal maintenance to such meters.

David R. Morris 5/25/01
 Applicant's Signature Date

TO BE COMPLETED BY STAFF ONLY:

Receipt No.	Fees Paid	Date	Received By
Building Official	P.W. Inspector	P.W. Supervisor	Finance Technician

City of Gig Harbor

Tuesday June 12, 2001
Receipt No.0003407

2:30 PM

OTHREV
Other Gov't Revenues-001/D
avid R Morris- Admin. Fee
for Utility Extension Requ
est Outside City Limits-Pu
rdy Shopping Cntr. 100.00

Total

 100.00

Payment: Check 100.00
5120
Cash: 0.00
Change: 0.00

Customer: David R. Morris
Cashier: MM
Station: CR1



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: AGREEMENT FOR DEDICATION OF RIGHT-OF-WAY
NORTHWEST INVESTMENT OFFICE BUILDING
DATE: JUNE 19, 2001

INTRODUCTION/BACKGROUND

The request for approval of the site plan and design review to allow a new office building, Northwest Investment Office Building was conditionally approved on February 26, 2001 by the City's Hearing Examiner. As part of the approval conditions, the owner is required to construct half-width frontage improvements that consist of 2-11-ft. thru lanes, half of a 12-ft. dedicated left turn lane, 5-ft. bicycle lane, concrete curb and gutter, 4-ft. planter strip, 6-ft. sidewalk, storm system, and street lights. An Agreement for Dedication of Right-of-Way is required to accommodate the 45.5-ft. half width improvement.

FGH Associates, LLC is the current property owner and has agreed to the conditions of the Agreement for Dedication of Right-of-Way to the City of Gig Harbor.

Council approval of this easement agreement is requested.

FISCAL CONSIDERATIONS

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

RECOMMENDATION

I recommend that the Council accept the attached easement agreement.

AFTER RECORDING RETURN TO:
The City of Gig Harbor
ATTN: Public Works Department
3105 Judson Street
Gig Harbor, WA 98335

**AGREEMENT FOR DEDICATION OF RIGHT-OF-WAY
TO THE CITY OF GIG HARBOR**

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

FGH Associates, LLC

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

City of Gig Harbor

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

Lot 3, SP 200008215001

Assessor's Propety Tax Parcel or Account Number:

02-21-17-7-054

Reference Number(s) of Documents assigned or released: N/A

THIS AGREEMENT is made this _____ day of June, 2001, by and between the City of Gig Harbor (hereinafter the "City"), a Washington municipal corporation and FGH Associates, LLC, a Washington limited liability company, (hereinafter the "Owners"), whose address is P.O. Box 1997, Gig Harbor, WA 98335.

RECITALS

WHEREAS, the Owners are holders of a fee or substantial beneficial interest in the property legally described in Exhibit "A", (hereinafter the "Property") which is attached hereto and by this reference incorporated herein; and

WHEREAS, the Owners have agreed to dedicate certain right-of-way on, over, under and across the Property, as described below (the "Right-of-Way") to the City for a roadway and related improvements; and

WHEREAS, in exchange for the Owners' dedication of the Right-of-Way, the City agrees to (refer to Section 1. A. 1.) *DRS*;

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

TERMS

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

A. Grant.

1. Permanent Easement. The Owners hereby convey and grant to the City, its successors and assigns, a permanent, nonexclusive right-of-way easement over, in along, across, under and upon the south five and one-half feet (5 ½) of the Property abutting the existing right of way for the purpose of constructing the right of way improvements, for a five (5) lane capacity, together with the nonexclusive right of ingress to and egress from the Roadway over the Owners' property, and for the reconstruction, operation, repair and maintenance of same.

2. ~~Temporary Construction Easement. In addition to the permanent easement described herein, the Owners hereby grant a temporary construction easement to the City, which shall be located _____ () feet of the centerline of the permanent easement. This Temporary construction easement shall commence on the date of execution of this Agreement, and shall terminate on the date the roadway improvements are accepted by the City Council.~~ *DRS*

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

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

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

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

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

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

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

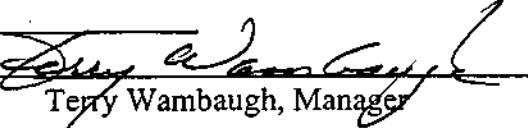
Section 5. Other than the documents attached to this Agreement as exhibits, there are no other verbal or written agreements that modify this Easement Agreement, which contains the entire understanding of the parties on the subject.

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

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

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

FGH ASSOCIATES, LLC

By 
Terry Wambaugh, Manager

ACCEPTANCE:
The City of Gig Harbor

By _____
Its Mayor

ATTEST:

By _____
City Clerk

Approved as to form:

By _____
City Attorney

EXHIBIT A

Lot 3, as shown on Short Plat No. 200008215001, filed with the Pierce County Auditor, in Pierce County, Washington.

SUBJECT to those covenants, conditions, restrictions, and easements of record.



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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MITCH BARKER, CHIEF OF POLICE MB
SUBJECT: MARCH INFORMATION FROM PD
DATE: JUNE 14, 2001

The May activity statistics are attached for your review.

The Reserves volunteered 129.5 hours in May. Their duties included patrol, high school security and court transports. We are continuing the background process for one new Reserve Officer.

The Marine Services Unit logged 22 hours of patrol time, 2 hours of maintenance time, and conducted 2 marine inspections. The new boat is being completed and should be in service soon.

The bike patrol was active for 19 hours in May. This included a three-hour training session to help the officers get ready for the summer. Bike hours will increase in the next few weeks.

We now have both new officers back from the Academy and in their Filed Training phase. This *should* put us back to full staff strength on the street by October.



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

GIG HARBOR POLICE DEPARTMENT

MONTHLY ACTIVITY REPORT

May 2001

	<u>May</u> <u>2001</u>	<u>YTD</u> <u>2001</u>	<u>YTD</u> <u>2000</u>	<u>% chg to</u>
CALLS FOR SERVICE	471	2214	2006	+ 10
CRIMINAL TRAFFIC	19	90	88	+ 2
TRAFFIC INFRACTIONS	50	287	378	- 24
DUI ARRESTS	11	50	35	+ 42
FELONY ARRESTS	4	20	40	- 50
MISDEMEANOR ARRESTS	17	81	121	- 33
WARRANT ARRESTS	5	18	29	- 37
CASE REPORTS	110	538	564	- 4
REPORTABLE VEHICLE ACCIDENTS	21	135	99	+ 36

Gig Harbor



Lions Club

June 20, 2001

To: City of Gig Harbor Mayor Gretchen Wilbert
City of Gig Harbor Council Members
City of Gig Harbor Administrative Manager, Mark Hoppen

Subject: Plans for the Planning Building

We, the Gig Harbor Lions Club, reassert our position that the Planning building should not be sold but rather should be dedicated to community use. We attach a Brief History of the Planning Building that describes the background of this property.

This data shows that the City of Gig Harbor did not build this building nor did it purchase the land. Dr. and Mrs. Bogue donated the land for the express purpose of providing a suitable library for the City of Gig Harbor and restricted accordingly. Later this restriction was lifted. The Gig Harbor Lions Club spearheaded the fund raising and did a lot of the work to build the building. All of this supports the position that the building should not be sold for general or commercial use to fund the City of Gig Harbor's programs.

We, the Gig Harbor Lions Club, believe a reasonable option for the City would be to give this property to our Endowment Fund. Mrs. Ruth Bogue Baker fully supports our position that the future use of this building should be for the benefit of the community. The Gig Harbor Lions Club Endowment Fund, by its charter, was created and is obliged to provide scholarships and carry out other operations that provide community benefit such as the Finholm View Climb. It is a fully qualifying entity as a non-profit organization.

If the City deeds this property to us we, the Gig Harbor Lions Club, could field a team of other service minded organizations and individuals and use it to make Gig Harbor a better place to live and to visit. We would designate the building as a Volunteer Center where visitors would stop in to learn what goes on in Gig Harbor. Information would be available about service organizations, clubs, churches, arts and other community groups. We would invite other service minded organizations to partner with use the building to the best community advantage. We would have a meeting room where small groups could meet and where visitors and locals (especially seniors) will have a place to drop in relax and visit. We believe there are many other services and activities that would be generated in this environment. We would co-ordinate our programs with the City to optimize our joint efforts. If the City favorably considers deeding the property to us we would explore and quantify its use and discuss the offer with you.

The Gig Harbor Lions Club believes in the Lions motto *WE SERVE*. We also have made every effort to live up to our own designation as the *CARING CLUB*. We believe the ownership and operation of this property would enable us to further demonstrate that we *SERVE and CARE!*

Our Board of Directors supports this approach. Thanks for the opportunity to make our views known to you. We would appreciate your thoughtful consideration of this option.

Sincerely,

Len McAdams, Immediate Past President, Gig Harbor Lions Club

P.O. BOX 331 • GIG HARBOR, WASHINGTON 98335

BRIEF HISTORY OF THE GIG HARBOR CITY PLANNING BUILDING FORMERLY THE GIG HARBOR LIBRARY

June 18, 2001

By Len McAdams, Immediate Past President, Gig Harbor Lions Club

In the late 1950's the one room City Library (of sorts) was in the wooden building still standing as an eyesore across from the Shoreline Restaurant on North Harborview Drive. The Gig Harbor Lions Club was trying to spruce up that old building. Lion Kenneth Hore said that it was in such bad shape that the paintbrushes nearly went through the wood siding! Lions President Frank VanGorder said, "We're going to build a new library!" Ken said he didn't think it could be done but that he would help.

At about the same time Mrs. Charles Bogue (Ruth) was also very concerned about the library problem. The City was planning to build a new city hall with a 14' X 14' space allocated for a library. Ruth told the mayor that this was far too small for that purpose. Shortly after she said that the mayor appointed a Gig Harbor Library Board with Ruth as chairperson! Lions President Frank VanGorder and other Lions joined Ruth to promote a new library. In January of 1961 Chuck and Ruth Bogue donated the land where the Planning building now stands to the City for a library. The deed stated that if the building was no longer used for a library, the property would revert to the Bogues. In 1981 for political reasons the Bogues amended the deed to remove that restriction. Led by the Lions a major community fund raising effort began. Reed Hunt donated the first \$1000. The Weyerhaeuser Company Foundation matched that gift at Faye Hore's (Mrs. Kenneth Hore) request. Mrs. Hore was chairman of the Library Fund Drive. Donations, large and small began to come in from people in the community. At the dedication, Mrs. Bogue stated that hundreds of people and many organizations donated money and labor in an outpouring of community support. Fund raising, planning, design and construction continued over nearly two years to completion of the project. The Library opened the second week of November 1962, almost completed but with some finishing touches and furniture yet to be added.

From the time that Lions President, Frank VanGorder, said "We're going to build a Library!" the Gig Harbor Lions Club took a leadership role to see that the money was raised and the job was done. Bill Reed, a local architect designed the facility at no charge. Lion John Insel and many others worked continuously over a two-year period on the project. John worked six and seven days a week and frequently 10 to 12 hours a day. He said "It took a couple of years to get the library constructed and I put just about two years in on the darn thing myself!" John Insel emphasized, "There has not been a single dollar charged for any of the labor spent on the project!" A typical example was a local heating system contractor. He said that he had a small business and couldn't afford to buy and donate the furnace but he supplied it at his cost and he and his sons did all of the installation costs without charge. Because the labor was donated along with much of the material, the required donated cash was only \$16,000! This is one of the largest projects our Lions Club has managed in its 70 years of existence and one of which we are most proud!

On the next page is a picture from the Peninsula Gateway of November 8, 1962 showing the presentation of the check from Weyerhaeuser Company for the project.

\$1,000 CHECK PRESENTED TO LIBRARY BOARD

GIG HARBOR LIBRARY FUND. Gig Harbor officials gather in front of the new community library to receive a \$1,000 check from the Weyerhaeuser Company Foundation. Pictured, left to right, are John Inack, who donated many hours to supervision and construction of the building; Mrs. J. Kenneth Hertz, representing the Foundation; Gig Harbor Mayor George H. Gilbert; and Mrs. Charles Rogle, chairman of the Gig Harbor Library Board. The new library will be formally dedicated in the near future.

Throughout the ensuing years, the Library was really a branch of the Pierce County Library and was staffed by Pierce County Library employees. In 1981 the county library decided to leave Gig Harbor because of insufficient space in the Judson Street building. The Lions Club again came to the rescue and offered to begin construction of a second story on the building and raised \$2000 to do the job. Pierce County Library executives could not be persuaded to stay even with these modifications and moved out.

After Pierce County library employees moved out Lion Glenn Behnke, Chairman of the Gig Harbor Library Board, was inspired to establish a City of Gig Harbor Library. Modifications were needed to the Judson Street building to make it suitable for a city library. Once again the Gig Harbor Lions Club *roared* in! Using the previously raised \$2000 and much free labor, the Lions brought the library up to snuff for use as Gig Harbor's own library! It became the hub of activity in the Harbor. Pictures on the next page show Lions doing some of the modification work required.



Hal Best and Bob Angster



Howard Brownlee



Glenn Behnke

In 1990 the building became the home of the Gig Harbor Area Chamber of Commerce. When the Chamber moved to their new location on North Harborview Drive, the building was remodeled and occupied by the City of Gig Harbor Planning Department. It will be vacated when the new City of Gig Harbor complex is finished in 2003.

The Lions Club and Mrs. Ruth Bogue Baker strongly feel that this building and property should be dedicated to community use. That is what the donor of the land, the many donors of material and labor intended. We feel that it would be totally inappropriate for the City to sell this property for commercial use.

**Cost-Benefit Analysis
Gig Harbor Peninsula FISH
Gig Harbor City Council Meeting
June 25, 2001**

2000

Volunteer hours	19,206	\$295,580*	= 9.2 FTE City Employee Hours
Volunteer miles	22,262	\$ 7,680	
Food donated		\$126,086	
Money donated		<u>\$127,122</u>	
		\$556,468	

Documented hours volunteered and miles driven have remained fairly constant over the years FISH has been serving the community.

$\$556,468 \times 25 = \$13,911,700$. This is a conservative estimate of the service volunteers and supporters have provided to the community over the lifetime of FISH.

If the city building is sold for the estimated \$1.3 million and proceeds are invested at 20% interest, the income generated would be approximately \$260,000, less than half the annual cost of replacing the volunteer efforts of FISH.

This does not take into consideration the services donated by service organizations, schools, churches and business groups that have contributed many times more than the \$13 million.

Volunteers' services have already paid for the city building several times over through the dollars the city has saved because FISH is here. To provide the same level of services provided by volunteers, the city tax burden would need to increase significantly.

In terms of economic benefit to the city, we feel that the best use of the current city building is to use the facility to help community organizations provide necessary services in lieu of increasing taxes to provide these same services.

*Value calculated as per the Independent Sector, 1200 18th St. NW, Washington, D.C.