

Gig Harbor City Council Meeting



April 24, 2000

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING

April 27, 2000 - 6:00 p.m.

24

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 Meeting of April 10, 2000 and Special Meeting of April 13, 2000.
2. Correspondence / Proclamations:
 - a. Letter to Eagle Scout, Jeffrey Jenkins.
3. Purchase Authorization - Vibratory Roller.
4. East-West Road - Agreement for Dedication of Right-of-Way - Olympic Property Group.
5. East-West Road - Agreement for Dedication of Right-of-Way - Logan International Corp.
6. East-West Road - Easement Agreements - Olympic Property Group.
7. East-West Road - Wetlands Easement Agreement - Logan International Corp.
8. Point Fosdick Improvement Project - Bid Award.
9. Approval of Payment of Bills for April 27, 2000:
Checks #24874 through #24987 for \$159,160.92.
10. Liquor License Application for Added Privilege - Marco's Restaurant.
11. Special Occasion Liquor License - Rotary Club.

OLD BUSINESS:

1. Appeal of Hearing Examiner Decision - Harborwest Development.
2. Second Reading of Ordinance - Accepting a Donation from Peninsula Neighborhood Association for the Borgen Property.
3. Petition for the Establishment of a Municipal Department of the District Court.

NEW BUSINESS:

1. Briefing on the Region's 1995 Metropolitan Transportation Plan Update.

PUBLIC COMMENT/DISCUSSION:

COUNCIL COMMENTS / MAYOR'S REPORT:

STAFF REPORTS:

1. Dave Rodenbach, Finance Director - First Quarter Financial Report.
2. Chief Mitch Barker, GHPD - March Stats.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Special Presentation to City Council - Boys & Girls Club: May 8th at 6:45 p.m. before the regular meeting.

EXECUTIVE SESSION: For the purpose of discussing potential and pending litigation per RCW 42.30.110(i) and property acquisition per RCW 42.30.110(b). Action may be taken after the session.

ADJOURN:

DRAFT

GIG HARBOR CITY COUNCIL MEETING OF APRIL 10, 2000

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

CALL TO ORDER: 6:06 p.m.

PUBLIC HEARING:

Condemnation of Property - Pump Station No. 3. Mayor Wilbert opened the public hearing on this item and asked David Skinner, Public Works Director, to give a presentation. Mr. Skinner explained that the city's NPDES permit required a new pump station to handle the increased load for the Wastewater Treatment Plant, and that he had requested a time extension to fulfill this requirement. He gave a history of the attempt to find a location for the new pump station, emphasizing that this property is the only feasible choice. Carol Morris, Legal Counsel, advised the Council that the hearing was to receive testimony to assist them in making a decision on whether the actual use of the property was for public use, whether public interest required the condemnation for public use, and finally, the amount of property described in the ordinance is necessary to accomplish the public purpose.

Councilmember Dick asked if the expediency of the action was due to the legal dispute of the ownership of the property. Ms. Morris explained that the dilemma was that the city was willing to negotiate with property owners, and some owners are willing to sell, but there is a dispute to the ownership as shown by the title report. She added that condemnation would clear the title and the money would be deposited in the registry of the court and anyone with a claim on the property would petition the court for release of the funds. Councilmember Picinich pointed out that due to the time restrictions, this was an appropriate action to meet the permit deadlines. Ms. Morris agreed and added that the property was up for sale, and that the city needed to move quickly.

Tom Krilich - 524 Tacoma Ave. South - Mr. Krilich explained that he was speaking on behalf of Nick Skansi and the estate of Tony Skansi, who are going to be the owners of a portion of the property being condemned. He gave a brief explanation of the dispute on the ownership of the property. He said that his client disagrees that this property is the one most suited for the pump station. He added that the city had been aware of the contaminated soils by fuel leakage from the nearby gas station since 1995, which was plenty of time to have the 76 Station clean it up rather than finding other property. He then cited the alternate sites of the Borgen Property, and the Hoppen/Scofield Property. He concluded that the city should use property that it already owned or the other sites mentioned, and should not pass the ordinance to condemn this property.

There were no further public comments, and Mayor Wilbert closed the public hearing on this issue at 6:15 p.m.

Appeal of Hearing Examiner's Decision - Harborwest Development. Councilmember Ekberg recused himself and left the Council Chambers at this time. Mayor Wilbert opened the public hearing on this item at 6:15 and explained that this was a closed record hearing and appeal procedure for the Council to consider the pertinent facts, applicable law and to make a final decision on the application of Harborwest Subdivision - SUB 98-01, the Huber/McGowan Development continued from the March 23rd Special Council Meeting. She gave a brief history of the application asked for cooperation in following the hearing procedures, which she read aloud, allowing only the applicant and appellants to present fifteen minutes of oral argument based upon the evidence already presented during the open public record hearings. She stressed that no new evidence could be presented. She added that the oral presentation would be limited to fifteen minutes, asking the speakers to identify themselves for the public record.

She stated that the Appearance of Fairness Doctrine requires that this hearing be fair, in form, substance and appearance, and asked if anyone in the audience objected to her participation as Mayor, or to any Councilmember's participation in the hearing. There was no response to this query from the Public. She then asked Council for their ex parte communication. Councilmember Young explained that he had recently found out that he works with one of the property owners and recused himself from the proceedings. He then left the chambers.

Mayor Wilbert explained that Councilmember Robinson had called her earlier in the day and indicated that he would not be present for the hearing.

Ray Gilmore, Planning Director, explained that previous to the hearing that Council had received a substantial packet of information including staff reports on the preliminary plat, appeal of the mitigated determination of non-significance under SEPA, the Hearing Examiner's Findings and Conclusions, appeals statements from the three appellants and the applicant. He gave an overview of the project and the hearings that had been held. He added that Title 19 of the Municipal Code allowed one open record hearing before the city Hearing Examiner, and that it was the Hearing Examiner's decision that was being appealed to Council. He reiterated that this was a closed record hearing and new testimony would not be allowed. He listed the four appeals that had been submitted from Northcreek Homeowners Associations, The Peninsula Neighborhood Association, Nicholas Natiello, and the applicants, Huber-McGowan. He said that the matrix in the packet had been recently amended and reflected the issues of the appeal. He said that an extensive transcript of the hearings had been prepared and made available to all parties of record and Councilmembers. He advised Council that it was their option to either affirm, modify, or reverse the decision of the Hearing Examiner or upon written agreement by the applicant, to waive the statutory prohibition against holding more than one open record hearing and remand it to the Hearing Examiner.

Carol Morris explained that the record is closed and that no new exhibits would be accepted. She added that she would like the record to reflect that she had received letters on the appearance of fairness doctrine that were not considered by the Hearing Examiner. She listed the names and dates of the correspondence. At this time, Mayor Wilbert opened the hearing to the applicant and appellants.

William Lynn - PO Box 1157, Tacoma. Mr. Lynn talked about the school impact fees, giving an explanation of the three offers that had been made to address these issues. He continued to say that the Council is acting in a different role as judges on this issue and would have to accept the Hearing Examiner's Findings and Facts as the person who actually heard the testimony during the hearings. He finalized by saying that there was conflicting evidence on every issue and if the other appellants could point to a finding that isn't supported by evidence, he would be surprised.

Carl Halsen - PO Box 1447, Gig Harbor. Mr. Halsen, Project Manager for Harborwest, addressed their appeal issues. He said that condition number 38 requiring a 55-foot buffer on the northeast perimeter was unnecessary due to the existing 60-foot access easement. He then spoke about the exclusion of a condition to allow four model homes to be built prior to final plat approval. He addressed the justification for approval of the project and stressed how much scrutiny the project had undergone. He concluded by talking about the state's Growth Management Act and the requirement to stop wasteful development. He attempted to submit written arguments to the Council.

Carol Morris again stressed that no written material would be allowed, as it was a closed record appeal with no new evidence to be accepted.

Nicholas Natiello - 5802 Hunt Street. Mr. Natiello asked for clarification of Ms. Morris' comment that if oral testimony was given, then written presentation could not be distributed to Council. Ms. Morris again stated that no written would be submitted to Council, and they would not hear any new testimony. Mr. Natiello said that Mr. Gilmore's memo stated that written and oral argument could be submitted to Council. Ms. Morris said that the appeal issues were to be presented to the Council previously.

Matthew Erlich - 6910 79th St. NW. Mr. Erlich read Mr. Natiello's prepared statement by request of the appellant, Mr. Natiello. The lengthy statement addressed his concerns about the fish in his pond on his 32 acres south of the proposed project. He gave a background of his credentials and past experience with control of development. He addressed the project density, underlying zoning issues, appearance of fairness issues with the Project Manger, traffic, and fire safety. He concluded by stating that the Council should not approve Harborwest as the Hearing Examiner erred with respect to density, rezone and fire safety.

Steve Brown, 7525 Pioneer. Mr. Brown, attorney for the Northcreek Homeowners Association, gave a description of the Northcreek neighborhood and the condition of its roads. He talked about the concerns with the traffic impacts of this proposed subdivision and gave examples of how their streets would be affected by the increased traffic. He then addressed the density of the project claiming the increase of 3.5 units per acre constitutes a rezone. He requested that the Hearing Examiner's decision be reversed and as a condition of approval of the project, that the proponent be required to make 76th a public road and bring it up to standards and to reduce the density be limited to 3 units per acre. He added that he had his argument in written form and said that under Gig Harbor Code 19.06.005, he should be allowed to present written or oral arguments to Council and it should be appropriate for all appellants to be able to present their briefs stating their arguments and legal citations that don't introduce new evidence.

Councilmember's asked for clarification on the easements for 76th and who was allowed to utilize that street and who maintained the road.

Nick Natiello. Mr. Natiello said that the Municipal Code gave him the right to present his written comment as a an appellant, adding that he had spend a great deal of time preparing the material. He mentioned Mr. Gilmore's memo also quotes the codes provision to allow oral and written comment.

Carol Morris explained that the reason that Council should not accept any additional written material is because a decision needed to be made at this time, and there wasn't sufficient time to review the materials for new evidence. She said that an opportunity had been given for this material to be submitted prior to the hearing. Councilmember Picinich said that he would like a make a statement to not accept any written materials, but asked for direction from other Councilmembers. Councilmember Owel asked to continue the public hearing.

Robert Mack - 1102 Broadway Plaza. Mr. Mack, attorney for the Peninsula Neighborhood Association, said that he interprets the GHMC Chapter 19 the same as Mr. Brown. He said that PNA has several issues on appeal, but addressed their concerns about land use density and the wetlands. He talked about the Growth Management Act and that it states that you don't have to allow growth that is inconsistent with the character of the related neighborhoods, that the environment should be protected through the Comprehensive Plan. He said that this PUD application does not require the acceptance of a higher density zone. He discussed the dispute on the types of wetlands located on the property and their designated categories adding that there is adequate evidence in the record to show the wetlands are of a higher classification than the Examiner found. He continued that PNA maintains that there are inadequate provisions provided for protection of the stream on-site and in the wetlands. He concluded by saying that they would like to see greater requirements including buffers.

Mayor Wilbert asked if staff had any comments.

Dave Skinner, Public Works Director, addressed the statement by Mr. Brown's that the sole access to the North Creek Estates development was on 76th, adding that they also have access to the north through the Harbor Heights development, a public roadway.

Carol Morris explained that Council was acting as an appellant body, and cannot substitute judgment for the Hearing Examiner, but can modify or reverse the Hearing Examiner if it was determined there was insufficient evidence to support the Hearing Examiner's decision.

Ray Gilmore gave a brief overview of pedestrian access.

Councilmember Dick spoke of his concern that people believed that oral and written testimony would be allowed to be presented. Ms. Morris read the section of the code referring to this issue and said that there had to be a cut-off date for submission of materials to allow staff to review for new evidence. She said if materials were submitted, a decision could not be made this evening, and suggested that if materials were to be allowed, that it be announced that this would be the

deadline and no additional material be allowed. Councilmember Owel suggested that this be addressed under the agenda item in Old Business and the public hearing be continued.

Bill Lynn. Mr. Lynn said that the Hearing Examiner had heard all the testimony and that there are findings on the adequacy of the roads, fire access and all other points that have been debated. He advised Council to review the staff report that addresses the city's own Comprehensive Plan on several issues. He concluded by saying that 70% of the lots in the project have the right to use 76th street, sharing the easement and responsibility for maintenance. He said that it is a private issue, not for the city to decide. He said that alternate means of access were provided in the project to address the other 30% of the parcels that do not have easement right to 76th.

There were no other comments and Mayor Wilbert advised the audience that Council reserves the right to reopen the hearing later tonight or at a continued hearing if needed, and closed the public hearing at 7:50 p.m. She then called a five-minute recess.

When the session reconvened, Councilmembers Ekberg and Young returned to the Council Chambers.

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of March 27, 2000.
2. Correspondence / Proclamations:
 - a. Proclamation - Earth Day.
 - b. Letter to Eagle Scout, Travis Leland.
3. Approval of Payment of Bills for April 10, 2000:
Checks #24765 through #24873 for \$280,431.28.
4. Liquor License Application - Water to Wine.

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

OLD BUSINESS:

1. Second Reading of Ordinance - Condemnation of an Easement for Location of Pump Station No. 3. David Skinner responded to some of the comments heard in the public hearing earlier. He addressed the issue of the alternative sites and explained why each site was not suitable to locate the pump station. He answered Council's questions and explained that the Consultant, Earthtech Engineers, was hired to determine the best course of action and best site, and this was determined for a number of reasons. Carol Morris gave a history of the contaminated soils adjacent to one of the sites mentioned. She then answered questions on the condemnation process.

MOTION: Move to adopt Ordinance No. 840 as presented.
Picinich/Young - unanimously approved.

2. Appeal of Hearing Examiner Decision - Harborwest Development. Councilmembers Ekberg and Young recused themselves and left the Council Chambers. Mr. Gilmore advised Council of their options. Councilmember Ruffo asked if the hearing were to be continued if the written testimony would be allowed. Ms. Morris explained that because it is a closed record hearing, the only testimony that would be admitted is argument, and Council was not required to accept any written materials. She recommended that if written materials were accepted at this point, that time be allowed to review the materials to make sure that no new evidence was being submitted. Councilmember Dick said that he was troubled that several of the appellants came with the understanding that written and oral argument would be allowed. Carol Morris advised that March 31st was the 60 day cutoff for a decision to be made, but she saw no problem with continuing discussion to the next meeting if a decision were made at that time with no further delays.

MOTION: Move we authorize only those written arguments brought tonight by the appellants to be presented to the City Attorney to review for new material, and that they be brought back with a report for consideration at the next meeting, and that the discussion and decision be continued to the next regular meeting to begin at 6:00 p.m.
Dick/Owel - unanimously approved.

Councilmember Ekberg and Young returned to the Council Chambers at this time.

NEW BUSINESS:

1. Resolution - Amendment to Interlocal Agreement that Created the Pierce County Regional Council. Mayor Wilbert presented this resolution adopting the recommended amendments to the interlocal agreement that created the Pierce County Regional Council. She added that she was the representative for this assembly, with Councilmember Young acting as the alternate.

MOTION: Move to adopt Resolution No. 550 authorizing amendments to the Interlocal Agreement that created the Pierce County Regional Council.
Owel/Ruffo - unanimously approved.

2. Addendum to Expert Witness Contract. Jeff Taraday, Legal Counsel, explained that addendum was necessary to continue the services of Halsan Frey Associated.

MOTION: Move to authorize the execution of the addendum to extend the maximum amount to permit the expert witness to continue.
Dick/Ruffo - unanimously approved.

3. Wastewater Outfall and NPDES Support Studies - Consultant Services Contract. David Skinner presented this contract required to satisfy the year 2000 conditions and requirements of the NPDES permit. He gave an overview of the scope of services and answered questions.

MOTION: Move to authorize execution of the Consultant Services Contract with Cosmopolitan Engineering Group in the amount of \$30,240.00. Picinich/Young - unanimously approved.

4. First Reading of Ordinance - Accepting a Donation from Peninsula Neighborhood Association for the Borgen Property. Dave Rodenbach, Finance Director, explained that fifty dollars had been received from the Peninsula Neighborhood Association to be used toward the cost of a statue or plaque commemorating George Borgen. He added that this would return at the next meeting for adoption.

PUBLIC COMMENT/DISCUSSION:

Jim Pasin - 2710 39th St. NW. Mr. Pasin explained that he had been contacted by the Washington State Film Industry asking if the City of Gig Harbor had ordinances or regulations that address film making within the city. He gave a brief description of how the film industry had benefited the Cle Elum / Roslyn area and requested that Council consider passing an ordinance that would facilitate this endeavor here. Councilmember Dick recommended that he bring back some suggested language to be considered.

COUNCIL COMMENTS / MAYOR'S REPORT:

Mayor Wilbert announced that she was calling a Special Council Meeting for this Wednesday, April 13th, to address any Environmental Impact Statement Narrows Bridge issues. She added that the meeting would begin at 6:00 p.m., as there has been a great deal of local interest to discuss any options the city may have to address the EIS.

Councilmember Ekberg said that he had attended the Local Involvement Meeting for the Narrows Bridge and one of the things that arose was lack of citizen input on the design. He added that he had suggested that a survey similar to the one the city used for the parks plan be utilized.

STAFF REPORTS:

Dave Skinner, Public Works Director, reported that the Wastewater Treatment Plant had gone two weeks without a complaint on the odor. He gave an update of the process. He said that he would be making a presentation on the outfall at the May 8th Council Meeting.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Special City Council Meeting - 6:00 p.m. Wednesday, April 12th at City Hall.
2. Special Presentation to the City Council - Boys & Girls Club: May 8th at 6:45 p.m. before the regular meeting.

EXECUTIVE SESSION: For the purpose of discussing potential and pending litigation per RCW 42.30.110(i) and property acquisition per RCW 42.30.110(b). Action may be taken after the session.

MOTION: Move to adjourn to Executive Session at 8:40 p.m. for approximately 45 minutes for the purpose of discussing potential and pending litigation.
Picinich/Young - unanimously approved.

MOTION: Move to return to regular session at 9:20 and extend the Executive Session for another ten minutes.
Young/Ruffo - unanimously approved.

MOTION: Move to return to regular session at 9:30 p.m.
Picinich/Robinson - unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 9:30 p.m.
Picinich/Young - unanimously approved.

Cassette recorder utilized.
Tape 565 Side A 320 - end.
Tape 565 Side B 000 - end.
Tape 566 Both Sides.
Tape 567 Side A 000 - end.
Tape 567 Side B 000 - 242.

Mayor

City Clerk

DRAFT

SPECIAL GIG HARBOR CITY COUNCIL MEETING OF APRIL 12, 2000
(For the purpose of discussing the FEIS on the Narrows Bridge/SR-16 Project)

PRESENT: Councilmembers Owel, and Mayor Wilbert. Councilmembers Ekberg, Young, Robinson, Dick, Picinich, and Ruffo were absent.

CALL TO ORDER: 6:17 p.m.

Due to the lack of a quorum, Mayor Wilbert adjourned the Special City Council Meeting at 6:18 p.m.

Cassette recorder utilized.
Tape 567 Side B 243 - 260.

Mayor

City Clerk



City of Gig Harbor. The "Maritime City"

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

April 10, 2000

Jeffrey S. Jenkins
4008 100th St. Ct. NW
Gig Harbor, WA 98332

Dear Jeffrey:

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

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

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

I'm impressed with your record of academic achievement and your plans to continue your education. It's plain to see you enjoy the out-of-doors so it is only natural for you to pursue a career as a field scientist in archeology and paleontology.

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

Sincerely,

Gretchen A. Wilbert
Mayor, City of Gig Harbor

Troop 212 Boy Scouts of America
Chapel Hill Presbyterian Church
P.O. Box 829
Gig Harbor, Washington 98335-0829
April 3, 2000

RECEIVED

APR 5 - 2000

CITY OF GIG HARBOR

Mayor Gretchen Wilbert
3105 Judson Street
Gig Harbor, Washington 98335

Dear Mayor Wilbert,

The Boy Scouts and adult leaders of Troop 212 sponsored by Chapel Hill Presbyterian Church are extremely pleased to announce our 46th Eagle Scout in 43 years, Jeffrey Scott Jenkins.

Jeffrey will formally be inducted as an Eagle Scout at his Court of Honor on May 28, 2000. Jeffrey's many civic and personal accomplishments have shown that he is an outstanding young man who deserves public recognition for his achievements. We would be greatly honored to receive a congratulatory letter bearing your signature, Mayor Wilbert, mailed to our newest Eagle Scout. Please mail it directly to Jeffrey at the following address. Your letter will be read and presented to him at a formal Court of Honor on May 20, 2000.

Jeffrey S. Jenkins
4008 100th St. Crt. NW
Gig Harbor, WA 98332
Phone: (253) 858-6531

Fewer than three boys out of every 100 who enter the Scouting program ever attain the rank of Eagle. Each Eagle Scout has demonstrated outdoor skills, leadership, citizenship, and duty to God required for this highest honor in Scouting. We of Troop 212 feel it is important that those representing their community, state, and country recognize each of these young citizens.

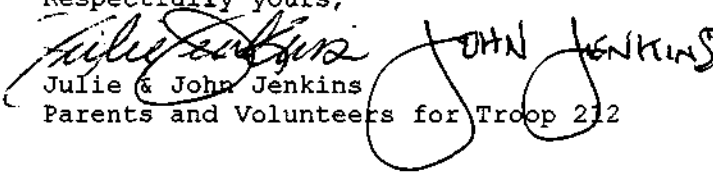
Jeffrey has completed more than the required 21 merit badges with his 31 badges. He has also completed an Eagle Scout Service Project demonstrating his leadership skills.

Jeffrey has been in the Boy Scout program for 9 years beginning with Cub Scouts in Gig Harbor. Through his Scouting career he has earned: the Cub Scouting Arrow of Light and the God and Country award; in Boy Scouting he's earned all ranks through Eagle. Leadership roles within Boy Scouting have included: Den Chief, Assistant Patrol Leader, Patrol Leader, Quartermaster, Scribe, and Senior Patrol Leader. He has participated in many activities including: long-term camps, extended mileage hikes including a 50-mile hike through the Olympic Mountain Range as well as a 5 day 130 mile bike trip along the Oregon and Washington coast.

Jeffrey anticipates graduating with a 3.8 GPA and plans to study paleontology or archeology at the University level. He would like to pursue a career as a field scientist with ambitions of traveling to Mayan ruins and dinosaur dig sites.

Please accept our personal appreciation for your congratulatory letter making this Court of Honor a memorable and meaningful event for Jeffrey S. Jenkins, our newest Eagle Scout. If you have any questions, you may call our Scoutmaster, Mr. Tom Nemec, at 253-858-3449, or us at 253-858-6531.

Respectfully yours,


Julie & John Jenkins
Parents and Volunteers for Troop 212



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: PURCHASE AUTHORIZATION - VIBRATORY ROLLER
DATE: APRIL 10, 2000

INTRODUCTION/BACKGROUND

Purchase of a vibratory roller was budgeted for in the year 2000. Price quotations for the vibratory roller were obtained from three vendors in accordance with the City's Small Works Roster process for the purchase of materials (Resolution 411). The price quotations are summarized below:

<u>Respondent</u>	<u>Unit Price</u>	<u>Sales Tax</u>	<u>Total</u>
Prime Equipment	\$ 10,470.00	\$ 879.48	\$ 11,349.48
United Rentals	\$ 11,250.00	\$ 945.00	\$ 12,195.00
Western Power & Equipment	\$ 11,700.00	\$ 982.80	\$ 12,682.80

The lowest price quotation received was from Prime Equipment, in the amount of \$11,349.48, including state sales tax.

RECOMMENDATION

Staff recommends that Council authorize purchase of the vibratory roller from Prime Equipment, as the lowest responsible respondent, for their price quotation proposal amount of eleven thousand three hundred forty-nine dollars and forty-eight cents (\$11,349.48), including state sales tax.



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 *DKS*
SUBJECT: EAST WEST ROAD (BORGEN BLVD.)
- AGREEMENT FOR DEDICATION OF RIGHT-OF-WAY
OLYMPIC PROPERTY GROUP
DATE: APRIL 14, 2000

INTRODUCTION/BACKGROUND

As defined in the 2000 budget, an objective in the street department is the construction of the East West Road from the Swede Hill interchange to Peacock Hill Avenue. As outlined in the preannexation agreement for Gig Harbor North, the property owners agreed to grant a 100-foot wide right-of-way easement to the City for the construction of a new East West Road. This agreement has been prepared to formalize the location of the easement area.

Olympic Property Group (OPG), formerly Pope Resources, 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.

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

THIS AGREEMENT (hereinafter the "Agreement") is made this ____ day of _____, _____, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Olympic Property Group L.L.C., a Washington limited liability company (hereinafter "OPG"), 19245 10th Ave. NE, PO Box 1780, Poulsbo, WA 98370-0239.

RECITALS

WHEREAS, OPG is the legal owner of certain real properties legally described in Exhibits A through D, and shown on the maps in Exhibits E through H, which are attached hereto and incorporated herein by this reference (hereinafter the "Properties"); and

WHEREAS, the City desires to obtain a temporary and perpetual easement for the construction, reconstruction, operation, and maintenance of a five-lane road, with an initial phase consisting of a two-lane road, commonly known as the Swede Hill Corridor or East-West Roadway (hereinafter the "Roadway") over a portion of the Properties in the area generally shown on the map in Exhibit I, which is attached hereto and incorporated herein by this reference; and

WHEREAS, the City, OPG (through its predecessor in interest, Pope Resources), and Logan International entered into an Agreement for Dedication of Right-of-Way for the Roadway on September 23, 1996; and

WHEREAS, the purpose of this Agreement is not to replace or supersede the prior Agreement for Dedication of Right-of-Way dated September 23, 1996, but rather to define the specific areas to be conveyed for a temporary construction easement and for the perpetual easement and to further define the responsibilities of the parties; and

WHEREAS, OPG has agreed to convey a temporary easement during the construction of the roadway and to convey a perpetual right-of-way easement to the City for the purposes described above, in exchange for the consideration described in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and OPG agree as follows:

TERMS

Section 1. Warranty. OPG warrants that they are the owners of fee title to the

Properties described in Exhibits A through D inclusive and that they have the ability to convey the easements described in this Agreement to the City.

Section 2. Temporary Non-Exclusive Easement. OPG hereby grants a temporary, nonexclusive easement to the City for purposes necessarily and reasonably related to the construction of the Roadway, across, along, in, upon, under and over that portion of the Properties shown on the map attached hereto as Exhibit J, which is incorporated herein by this reference. Said easement shall commence on the date of execution of this instrument and shall terminate on the date the City Council accepts construction of the two-lane Roadway as complete.

Section 3. Perpetual Easement. OPG grants, conveys and quit claims to the City and Pierce County a non-exclusive perpetual easement over, under, through and across that portion of the Properties shown on the map attached hereto as Exhibit K, which is incorporated herein by this reference, for the purpose of constructing, reconstructing, operating, maintaining and repairing the Roadway, together with all related facilities, and together with the non-exclusive right of ingress to and egress from the perpetual easement area for the foregoing purposes (hereinafter the "Perpetual Easement").

Section 4. Terms and Conditions. The Temporary and Perpetual Easements are subject to and conditioned upon the following terms and conditions, which both parties agree to faithfully observe and perform:

A. The City shall, upon completion of any work within the Properties covered by the Temporary Easement, for the two-lane phase or any other phase of construction, restore the surface of the Easement and any private improvements disturbed by the City's work during the execution of the Roadway construction, as nearly as practicable to the condition they were in immediately before commencement of the work or entry by the City.

B. During and after construction of the Roadway, OPG shall minimize, and avoid if reasonably possible, interference with the City's construction and maintenance within the Perpetual Easement.

C. During Roadway construction, the City shall exercise its rights under this Agreement so as to minimize, and avoid if reasonably possible, interference with OPG's use of the Properties.

D. The Temporary and Perpetual Easements are conveyed by OPG to the City and County without warranty of any kind and are subject to any agreements, covenants, easements, restrictions, and other matters of record.

E. The City agrees to defend, indemnify, and hold OPG harmless from and

against any and all loss, damage, claims, penalties, liability, suits, costs, and expenses (including, without limitation, reasonable attorney's fees and costs) suffered or incurred by OPG arising out of or related to the City's construction, inspection, installation, maintenance, repair, replacement, or use of the Roadway.

Section 5. Agreement to Run with the Property. This Agreement shall be recorded against the Properties in the records of the Pierce County Auditor. The promises, rights and duties contained herein shall run with the Properties described in Exhibits A through D and shall be binding upon and inure to the benefit of the parties hereto, and their legal representatives, assigns, heirs, beneficiaries and devisees.

Section 6. Governing Law and Venue. This Agreement shall be construed and governed by the laws of the State of Washington. Venue for any litigation arising out of this Agreement shall be in the Pierce County Superior Court or the United States District Court, Western District.

Section 7. Severability. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by Washington law.

Section 8. Attorneys' Fees. In the event of any litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expert witness fees.

Section 9. Amendment. Any subsequent modification or amendment of this Agreement shall be in writing and signed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

CITY OF GIG HARBOR

Olympic Property Group L.L.C.

By _____
Its Mayor

By *Ray DeCary*
Its *President*

ATTEST:

APPROVED AS TO FORM:

By _____
City Clerk

By _____
City Attorney

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: _____

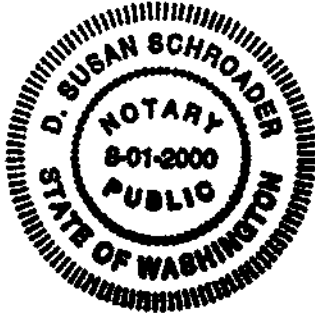
(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing at:

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF Jefferson)

I certify that I know or have satisfactory evidence that Gregory McLarry is the person who appeared before me, and said person acknowledged that (he) signed this instrument, on oath stated that (he) was authorized to execute the instrument and acknowledged it as the 1
President of Olympic Property Group L.L.C., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 4-18-00



D. Susan Schroader
D. Susan Schroader
(print or type name)

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

My Commission expires: 8-1-00

EXHIBIT A

DESCRIPTION OF PROPERTY

Parcel Number: No. 0222304000

Name of Owner: Olympic Property Group L.L.C.

Legal Description of Property:

The West half of the Southeast quarter of SECTION 30, TOWNSHIP 22 NORTH,
RANGE 2 EAST of the W.M.

Situate in the County of Pierce, State of Washington.

EXHIBIT B

DESCRIPTION OF PROPERTY

Parcel Number: No. 0222311000

Name of Owner: Olympic Property Group L.L.C.

Legal Description of Property:

The Northeast quarter of the Northeast quarter of SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST of the W.M.

AND, the North half of the Southeast quarter of the Northeast quarter of SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST of the W.M.

Situate in the County of Pierce, State of Washington.

EXHIBIT C
DESCRIPTION OF PROPERTY

Parcel Number: No. 0222311001

Name of Owner: Olympic Property Group L.L.C.

Legal Description of Property:

The Northwest quarter of the Northeast quarter of SECTION 31, TOWNSHIP 22
NORTH, RANGE 2 EAST of the W.M.

Situate in the County of Pierce, State of Washington.

EXHIBIT D

DESCRIPTION OF PROPERTY

Parcel Number: No. 0222312000

Name of Owner: Olympic Property Group L.L.C.

Legal Description of Property:

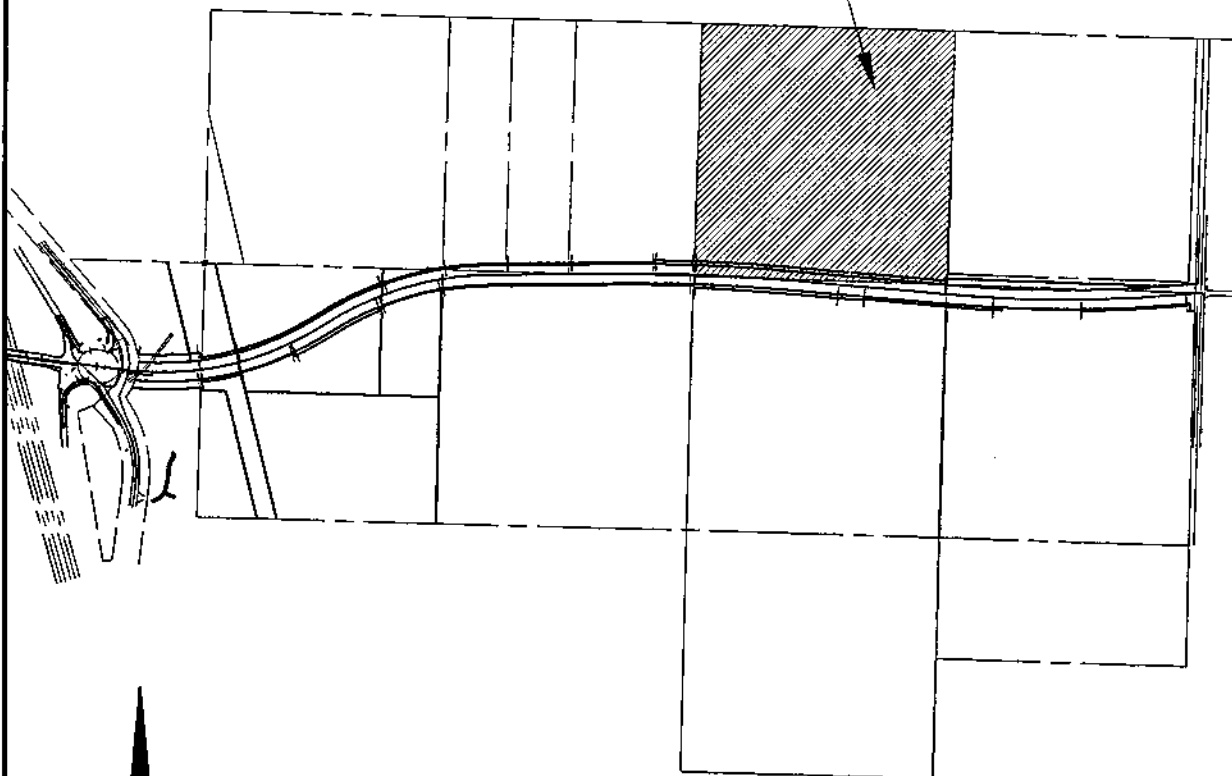
The Northeast quarter of the Northwest quarter of SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST of the W.M.

Situate in the County of Pierce, State of Washington.

EXHIBIT "E"

SE 30 T22 R3E

PARCEL NO.: 0222304000



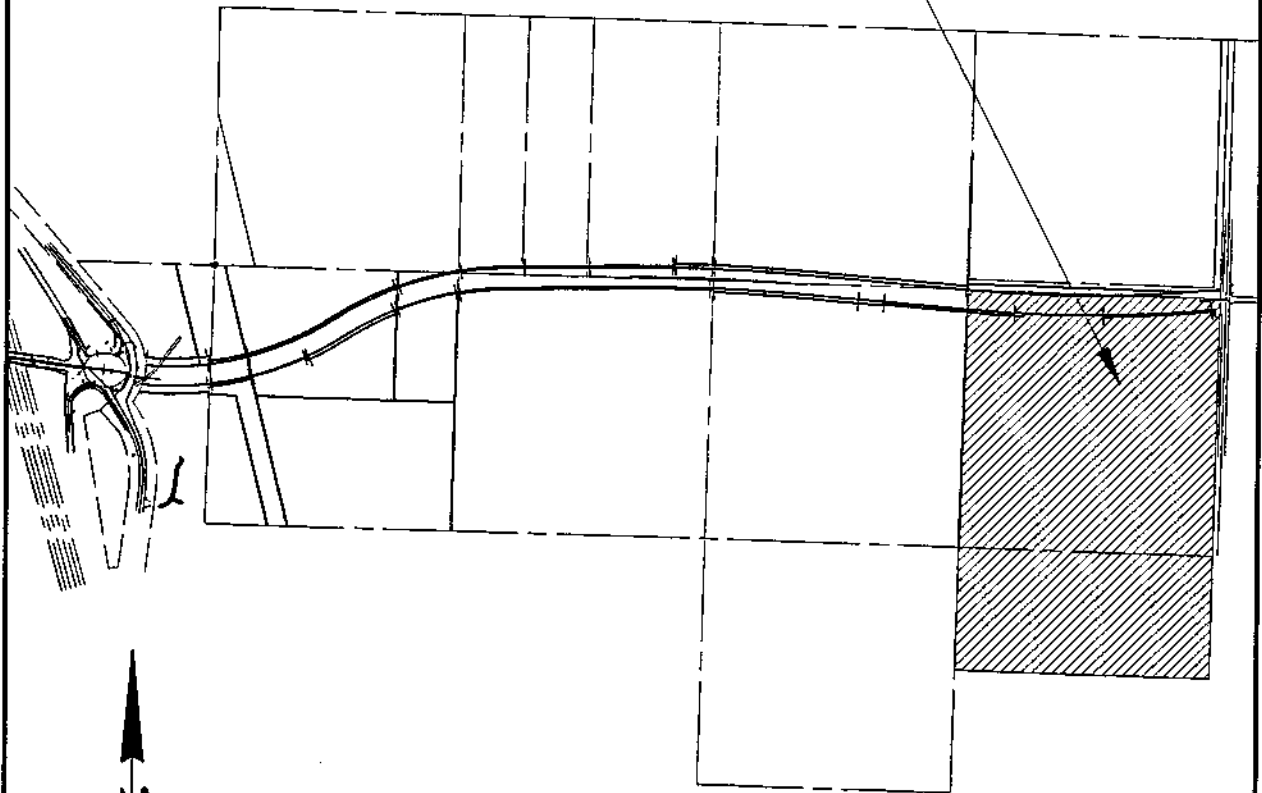
PARCEL NO.: 02223304000

NAME OF OWNER: OLYMPIC PROPERTY GROUP

EXHIBIT "F"

NE 31 T22 R2E

PARCEL NO.: 0222311000



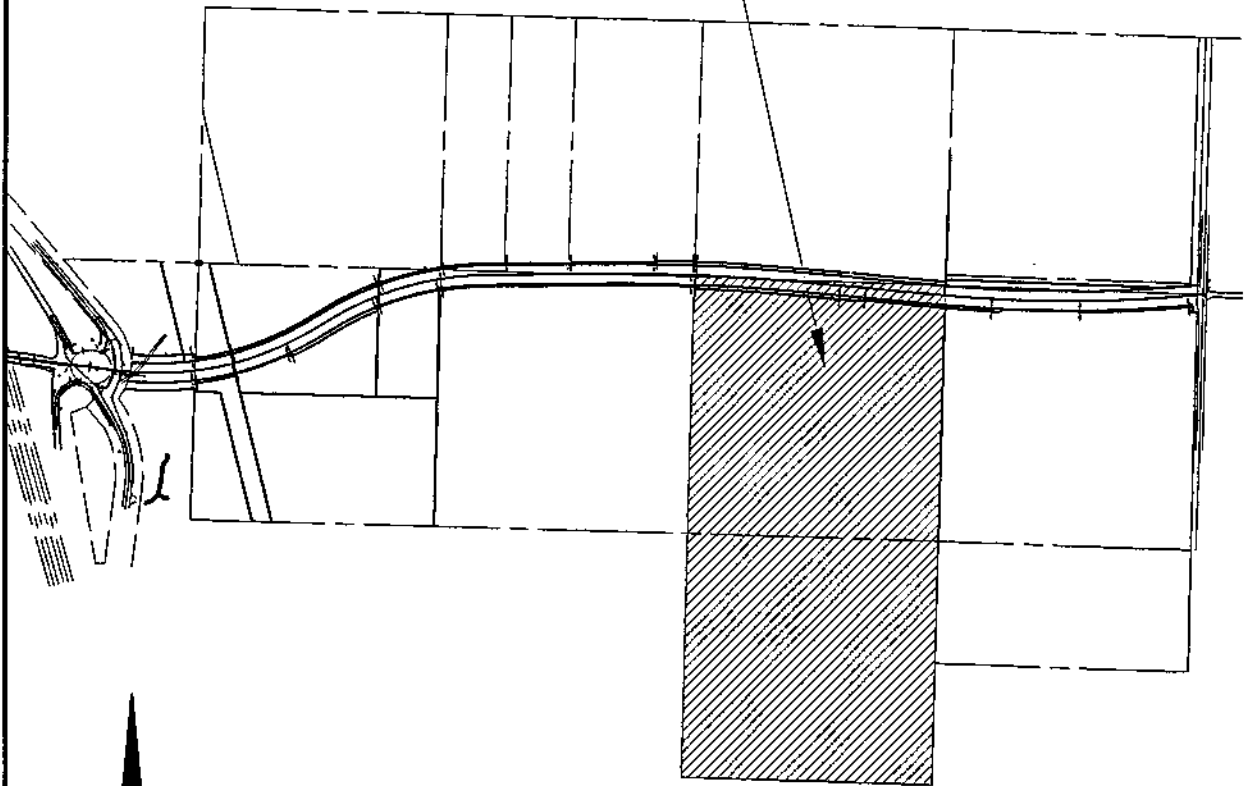
PARCEL NO.: 0222311000

NAME OF OWNER: OLYMPIC PROPERTY GROUP

EXHIBIT "G"

NE 31 T22 R2E

PARCEL NO.: 0222311001



PARCEL NO.: 0222311001

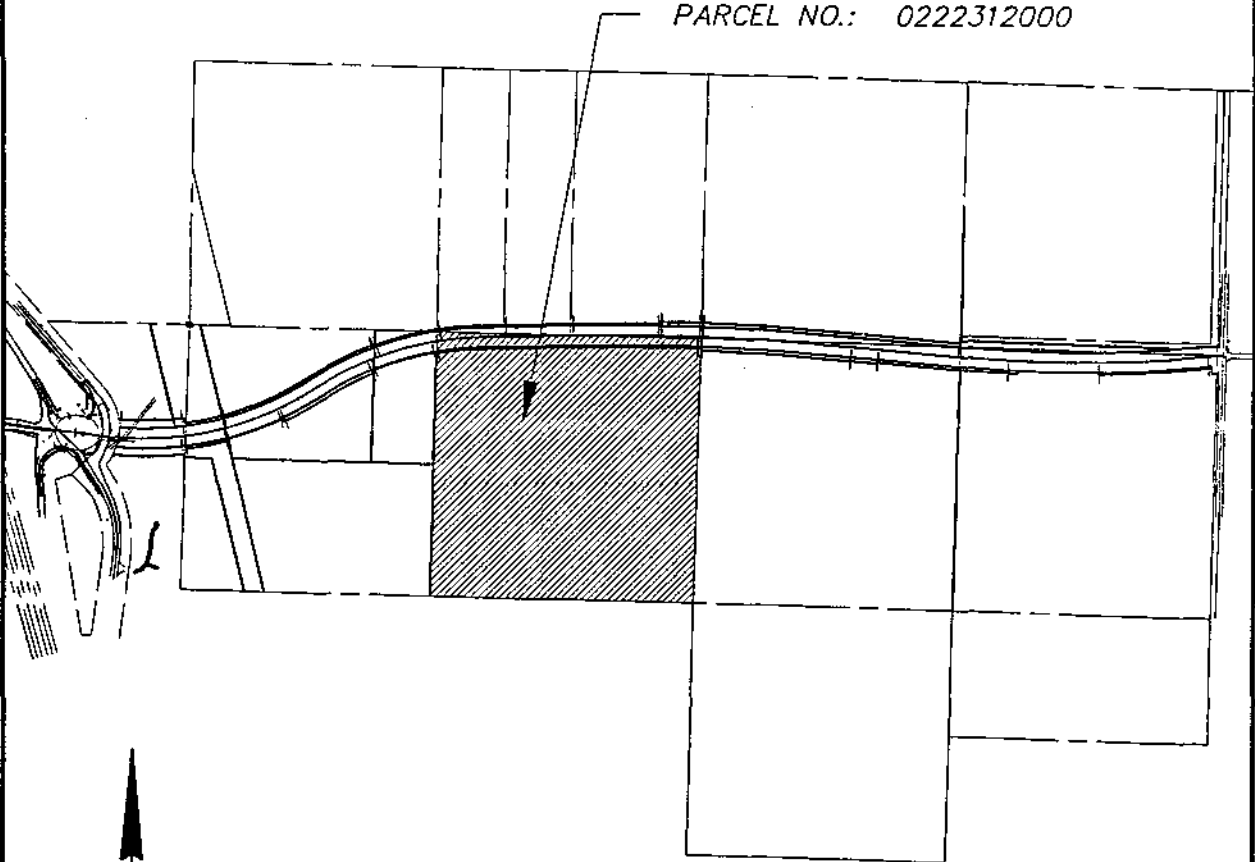
NAME OF OWNER: OLYMPIC PROPERTY GROUP



EXHIBIT "H"

NE 31 T22 R2E

PARCEL NO.: 0222312000



PARCEL NO.: 0222312000

NAME OF OWNER: OLYMPIC PROPERTY GROUP

EXHIBIT "I"

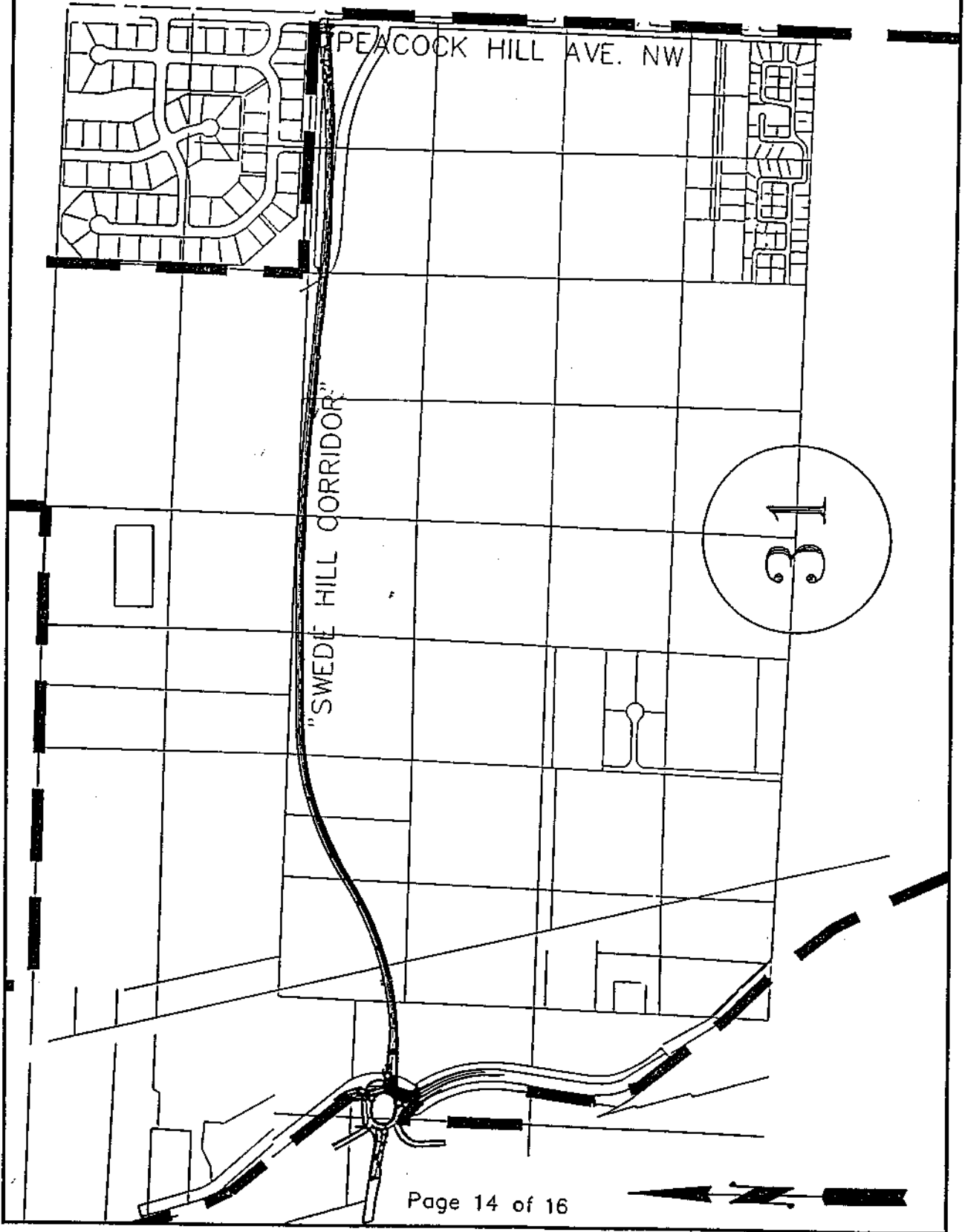


EXHIBIT "J" TEMPORARY EASEMENT

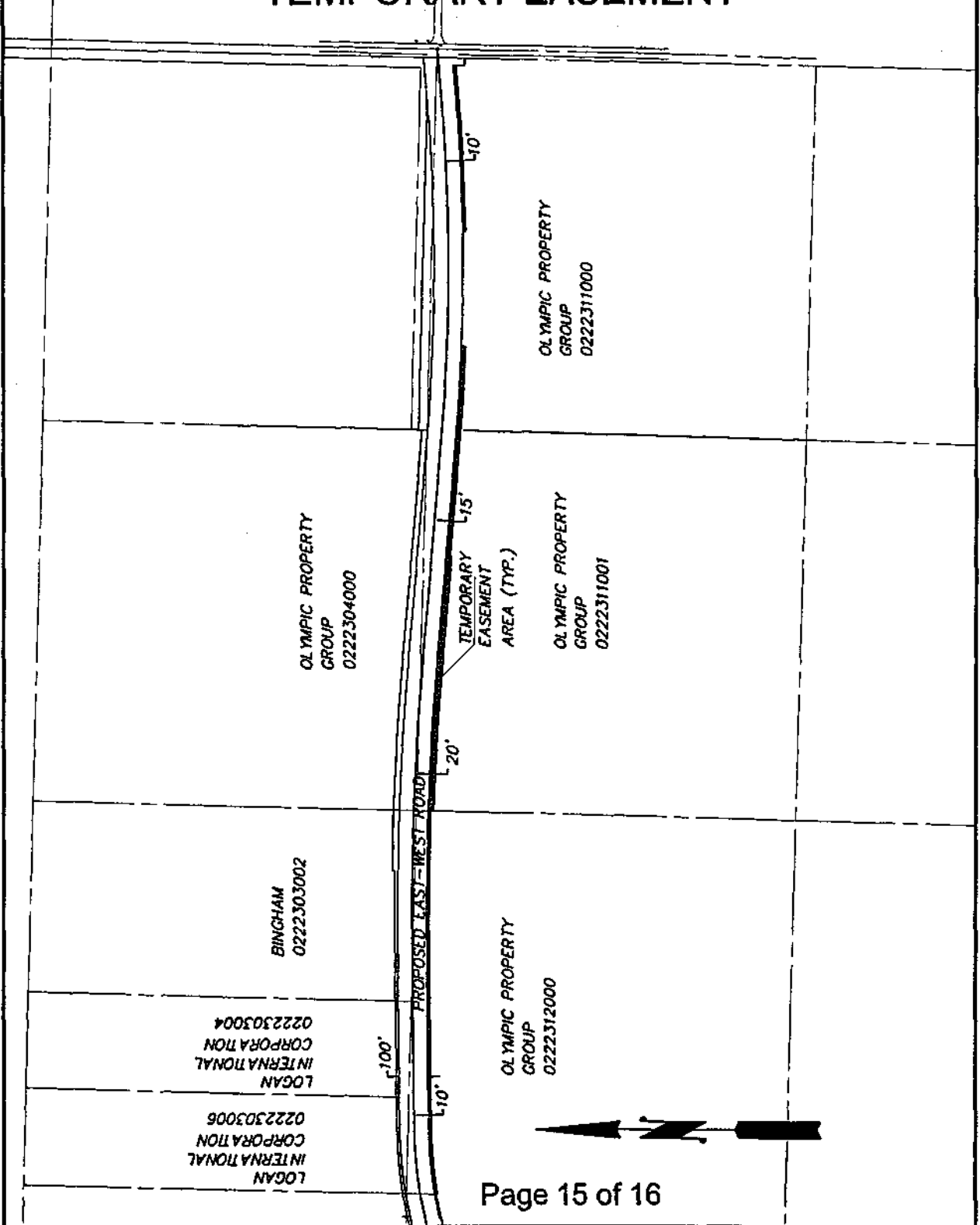
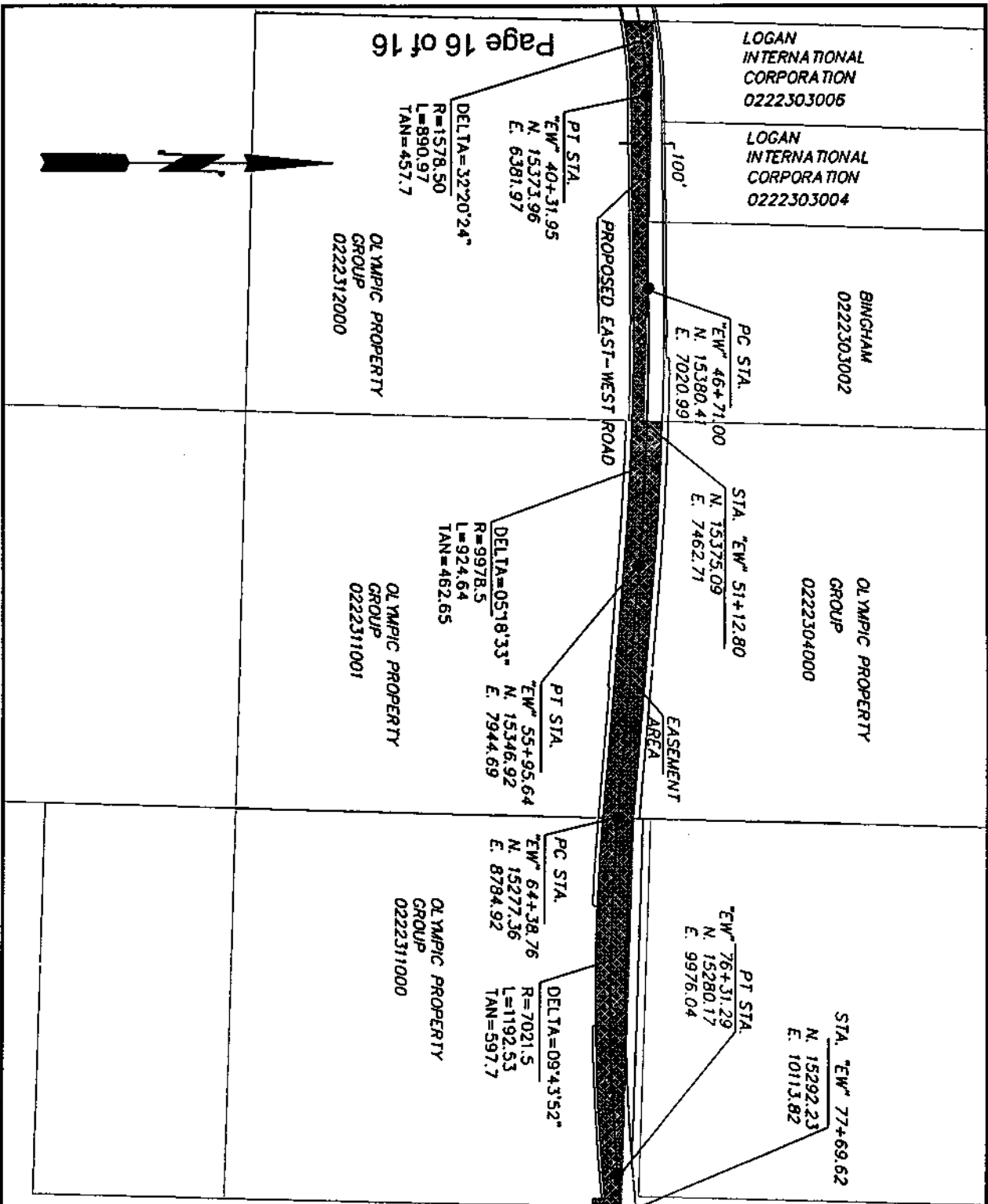


EXHIBIT "K" PERPETUAL EASEMENT





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 *OKS*
SUBJECT: EAST WEST ROAD (BORGAN BLVD.)
- LOGAN INTERNATIONAL CORPORATION
AGREEMENT FOR DEDICATION OF RIGHT-OF-WAY
DATE: APRIL 14, 2000

INTRODUCTION/BACKGROUND

As defined in the 2000 budget an objective in the street department is the construction of the East West Road from the Swede Hill interchange to Peacock Hill Avenue. As outlined in the preannexation agreement for Gig Harbor North, the property owners agreed to grant a 100-foot wide right-of-way easement to the City for the construction of a new East West Road. This agreement has been prepared to formalize the location of the easement area.

Logan International Corporation 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 easement.

RECOMMENDATION

I recommend that the Council accept the attached easement agreement.

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

THIS AGREEMENT (hereinafter the "Agreement") is made this ____ day of _____, _____, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Logan International Corporation, a Washington Corporation (hereinafter "LOGAN") 923 Powell Ave. SW, Ste. 101, P.O. Box 860, Renton, Washington 98057.

RECITALS

WHEREAS, LOGAN is the legal owner of certain real properties legally described in Exhibits A through C, and shown on the maps in Exhibits D through E, which are attached hereto and incorporated herein by this reference (hereinafter the "Properties"); and

WHEREAS, the City desires to obtain a temporary and perpetual easement for the construction, reconstruction, operation, and maintenance of a five-lane road, with an initial phase consisting of a two-lane road, commonly known as the Swede Hill Corridor or East-West Roadway (hereinafter the "Roadway") over a portion of the Properties in the area generally shown on the map in Exhibit F, which is attached hereto and incorporated herein by this reference; and

WHEREAS, the City, LOGAN, and Olympic Property Group L.L.C. entered into an Agreement for Dedication of Right-of-Way for the Roadway on September 23, 1996; and

WHEREAS, the purpose of this Agreement is not to replace or supersede the prior Agreement for Dedication of Right-of-Way dated September 23, 1996, but rather to define the specific areas to be conveyed for a temporary construction easement and for the perpetual easement and to further define the responsibilities of the parties; and

WHEREAS, LOGAN has agreed to convey a temporary easement during the construction of the roadway and to convey a perpetual right-of-way easement to the City for the purposes described above, in exchange for the consideration described in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and LOGAN agree as follows:

TERMS

Section 1. Warranty. LOGAN warrants that they are the owners of fee title to the Properties described in Exhibits A through C inclusive and that they have the ability to

convey the easements described in this Agreement to the City.

Section 2. Temporary Non-Exclusive Easement. LOGAN hereby grants a temporary, nonexclusive easement to the City for purposes necessarily and reasonably related to the construction of the Roadway, across, along, in, upon, under and over a portion of the LOGAN property legally described in Exhibits A and C, which are attached hereto and incorporated herein by this reference, as depicted in a map attached hereto and incorporated herein by reference as Exhibit D. Said easement shall commence on the date of execution of this instrument and shall terminate on the date the City Council accepts construction of the two lane Roadway as complete.

Section 3. Perpetual Easement. LOGAN grants, conveys and quit claims to the City and Pierce County a non-exclusive perpetual easement over, under, through and across the Property for the purpose of constructing, reconstructing, operating, maintaining and repairing the Roadway, together with all related facilities, and together with the non-exclusive right of ingress to and egress from the perpetual easement area for the foregoing purposes (hereinafter the "Perpetual Easement"). The area of the Perpetual Easement is legally described in Exhibit B and a portion of the property legally described in Exhibit A, which are attached hereto and incorporated herein by this reference, as depicted in a map attached hereto and incorporated herein by this reference as Exhibit E.

Section 4. Terms and Conditions. The Temporary and Perpetual Easements are subject to and conditioned upon the following terms and conditions, which both parties agree to faithfully observe and perform:

A. The City shall, upon completion of any work within the Properties covered by the Temporary Easement, for the two-lane phase or any other phase of construction, restore the surface of the Easement and any private improvements disturbed by the City's work during the execution of the Roadway construction, as nearly as practicable to the condition they were in immediately before commencement of the work or entry by the City.

B. During and after construction of the Roadway, LOGAN shall minimize, and avoid if reasonably possible, interference with the City's construction and maintenance within the Perpetual Easement.

C. During Roadway construction, the City shall exercise its rights under this Agreement so as to minimize, and avoid if reasonably possible, interference with LOGAN's use of the Properties.

D. The Temporary and Perpetual Easements are conveyed by LOGAN to the City and County without warranty of any kind and are subject to any agreements, covenants, easements, restrictions, and other matters of record.

E. The City agrees to defend, indemnify, and hold LOGAN harmless from and against any and all loss, damage, claims, penalties, liability, suits, costs, and expenses (including, without limitation, reasonable attorney's fees and costs) suffered or incurred by LOGAN arising out of or related to the City's construction, inspection, installation, maintenance, repair, replacement, operation, or use of the Roadway.

Section 5. Agreement to Run with the Property. This Agreement shall be recorded against the Properties in the records of the Pierce County Auditor. The promises, rights and duties contained herein shall run with the Properties described in Exhibits A through C and shall be binding upon and inure to the benefit of the parties hereto, and their legal representatives, assigns, heirs, beneficiaries and devisees.

Section 6. Governing Law and Venue. This Agreement shall be construed and governed by the laws of the State of Washington. Venue for any litigation arising out of this Agreement shall be in the Pierce County Superior Court or the United States District Court, Western District.

Section 7. Severability. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by Washington law.

Section 8. Attorneys' Fees. In the event of any litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expert witness fees.

Section 9. Amendment. Any subsequent modification or amendment of this Agreement shall be in writing and signed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

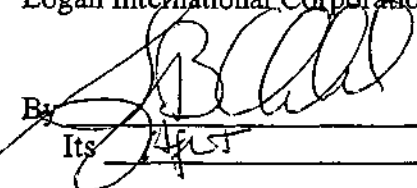
CITY OF GIG HARBOR

By _____
Its Mayor

ATTEST:

By _____
City Clerk

Logan International Corporation

By 
Its _____

APPROVED AS TO FORM:

By _____
City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Gretchen 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:_____

STATE OF WASHINGTON)
COUNTY OF King) ss.

I certify that I know or have satisfactory evidence that Greg B. Elder 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 Ag of Logan International Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 4/18/2000

Erinn J. Ford
Erinn J. Ford
(print or type name)

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

My Commission expires: 10-9-00

EXHIBIT A

DESCRIPTION OF THE PROPERTY

Parcel Number: No. 0122361069

Name of Owner: Logan International Corporation

Legal Description of Property:

The Northeast quarter of the Northeast quarter of Section 36, Township 22 North, Range 1 East of the Willamette Meridian.

Except primary State Highway No. 14.

Also except that portion conveyed to the State of Washington for State Road No. 16 MP 8.34 to MP 18.87 Narrows Bridge to Olympic Drive, as described in deed recorded under Recording No. 2397369.

Also except Gig Harbor-Longbranch-Purdy-Kitsap County Road.

Also except Sehmel County Road.

Situate in the County of Pierce, State of Washington.

EXHIBIT B
DESCRIPTION OF THE PROPERTY

Lot Number: No. 5 of the City of Gig Harbor Boundary Line Adjustment as recorded in the records of Pierce County under Auditor's File No. 200003315004

Name of Owner: Logan International Corporation

Legal Description of Property:

That portion of the Southwest quarter of the Southwest quarter, also referred to as Government Lot 4, of Section 30, and that portion of the Northwest quarter of the Northwest quarter, also referred to as Government Lot 1, of Section 31, and that portion of the Southeast quarter of the Southwest quarter of Section 30, all in Township 22 North, Range 2 East of the Willamette Meridian in Pierce County, Washington, described as a whole as follows:

Commencing at the northwest corner of said Section 31; thence along the north line of said Section 31, South 88°30'56" East 54.00 feet to the northeast corner of a tract of land conveyed to the City of Tacoma by warranty deed filed under Recording No. 675775; thence along the easterly line of said tract of land, South 13°44'32" East 482.96 feet to the True Point of Beginning; thence continuing along said easterly line South 13°44'32" East 100.02 feet to an intersection with a 1650 foot radius curve concave to the northwest and from which point of intersection the radius point bears North 14°45'08" West 1650 feet; thence northeasterly along said curve an arc distance of 523.14 feet through a central angle of 18°09'57" to the beginning of a 1550 foot radius curve concave to the southeast, the radius point of which bears South 32°55'05" East 1550 feet; thence northeasterly along said curve an arc distance of 626.08 feet through a central angle of 23°08'35" to the east line of said Northwest quarter of the Northwest quarter of Section 31; thence along said east line, North 01°19'12" East 98.44 feet to the southwest corner of said Southeast quarter of the Southwest quarter of Section 30; thence along the south line of said Southeast quarter of the Southwest quarter, South 88°30'56" East 663.23 feet to the southeast corner of the east half of the west half of the Southeast quarter of the Southwest quarter of said Section 30; thence along the east line of said subdivision, North 01°51'56" East 45.45 feet; thence South 89°25'19" West 420.27 feet to the beginning of a 1650 foot radius curve concave to the southeast; thence southwesterly along said curve an arc distance of 931.33 feet through a central angle of 32°20'24" to the beginning of a 1550 foot radius curve concave to the northwest, the radius point of which bears North 32°55'05" West; thence southwesterly along said curve an arc distance of 489.67 feet through a central angle of 18°06'03" to the true point of beginning.

EXHIBIT C
DESCRIPTION OF THE PROPERTY

Lot Number: No. 6 of the City of Gig Harbor Boundary Line Adjustment as recorded in the records of Pierce County under Auditor's File No. 200003315004

Name of Owner: Logan International Corporation

Legal Description of Property:

That portion of the Northwest quarter of the Northwest quarter, also referred to as Government Lot 1, of Section 31, Township 22 North, Range 2 East of the Willamette Meridian in Pierce County, Washington, described as follows:

Commencing at the northwest corner of said Section 31; thence along the north line of said Section 31, South 88°30'56" East 54.00 feet to the northeast corner of a tract of land conveyed to the City of Tacoma by warranty deed filed under Recording No. 675775; thence along the easterly line of said tract of land, South 13°44'32" East 582.98 feet to the True Point of Beginning; thence continuing along said easterly line and the easterly line of a tract of land conveyed to the City of Tacoma by warranty deed filed under Recording No. 678958, South 13°44'32" East 787.37 feet to the south line of said Northwest quarter of the Northwest quarter; thence along said south line South 88°24'04" East 840.75 feet to the southeast corner of said Northwest quarter; thence along the east line of said Northwest quarter of the Northwest quarter, North 01°19'12" East 1225.49 feet to an intersection with a 1550 foot radius curve concave to the southeast from which point of intersection the radius curve concave to the southeast from which point of intersection the radius point bears South 09°46'30" East 1550 feet; thence southwesterly along said curve an arc distance of 626.08 feet through a central angle of 23°08'35" to the beginning of a 1650 foot radius curve concave to the northwest, the radius point of which bears North 32°55'05" West 1650 feet; thence southwesterly along said curve an arc distance of 523.14 feet through a central angle of 18°09'57" to the true point of beginning.

EXHIBIT "D" TEMPORARY EASEMENT

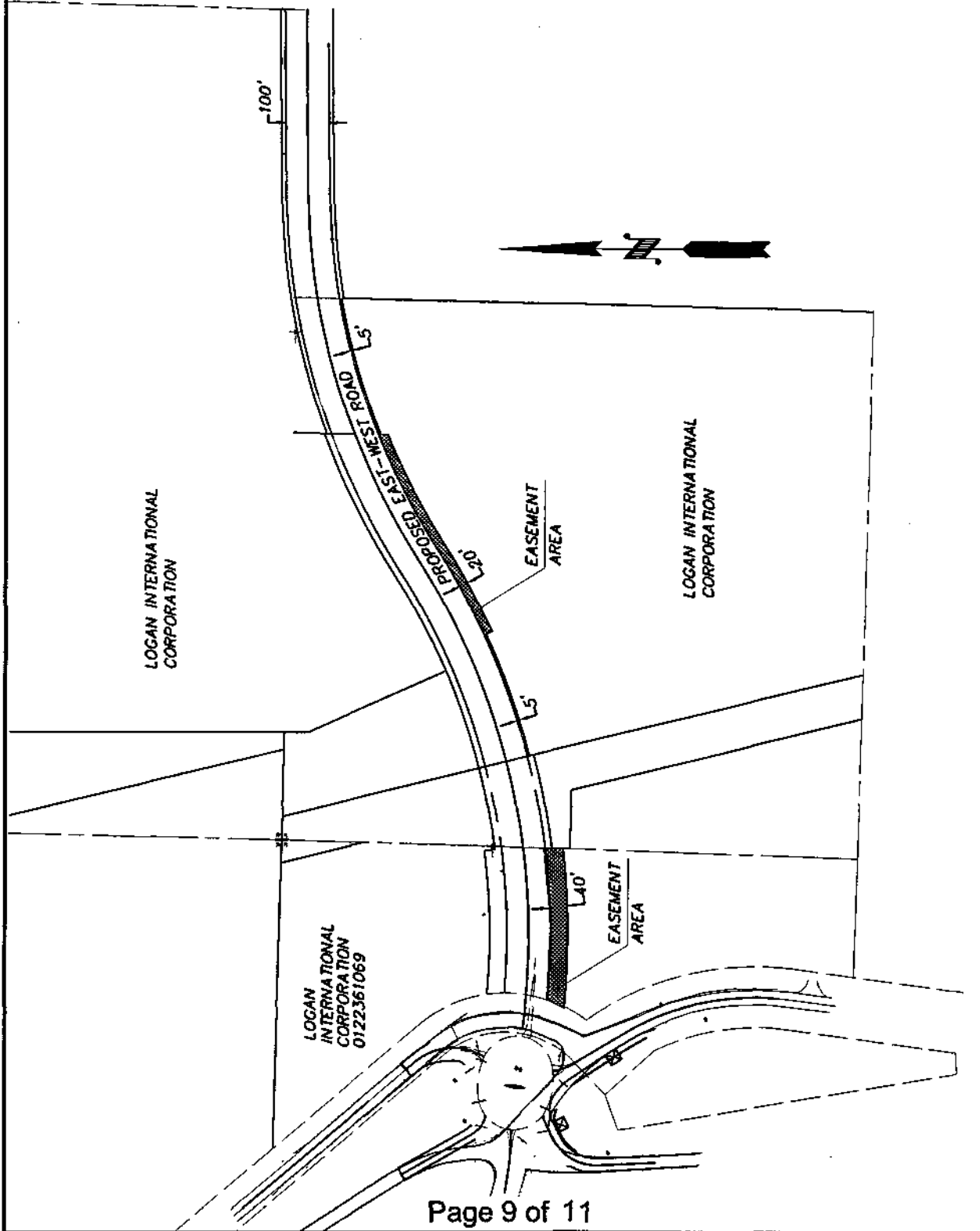


EXHIBIT "E"

PERPETUAL EASEMENT

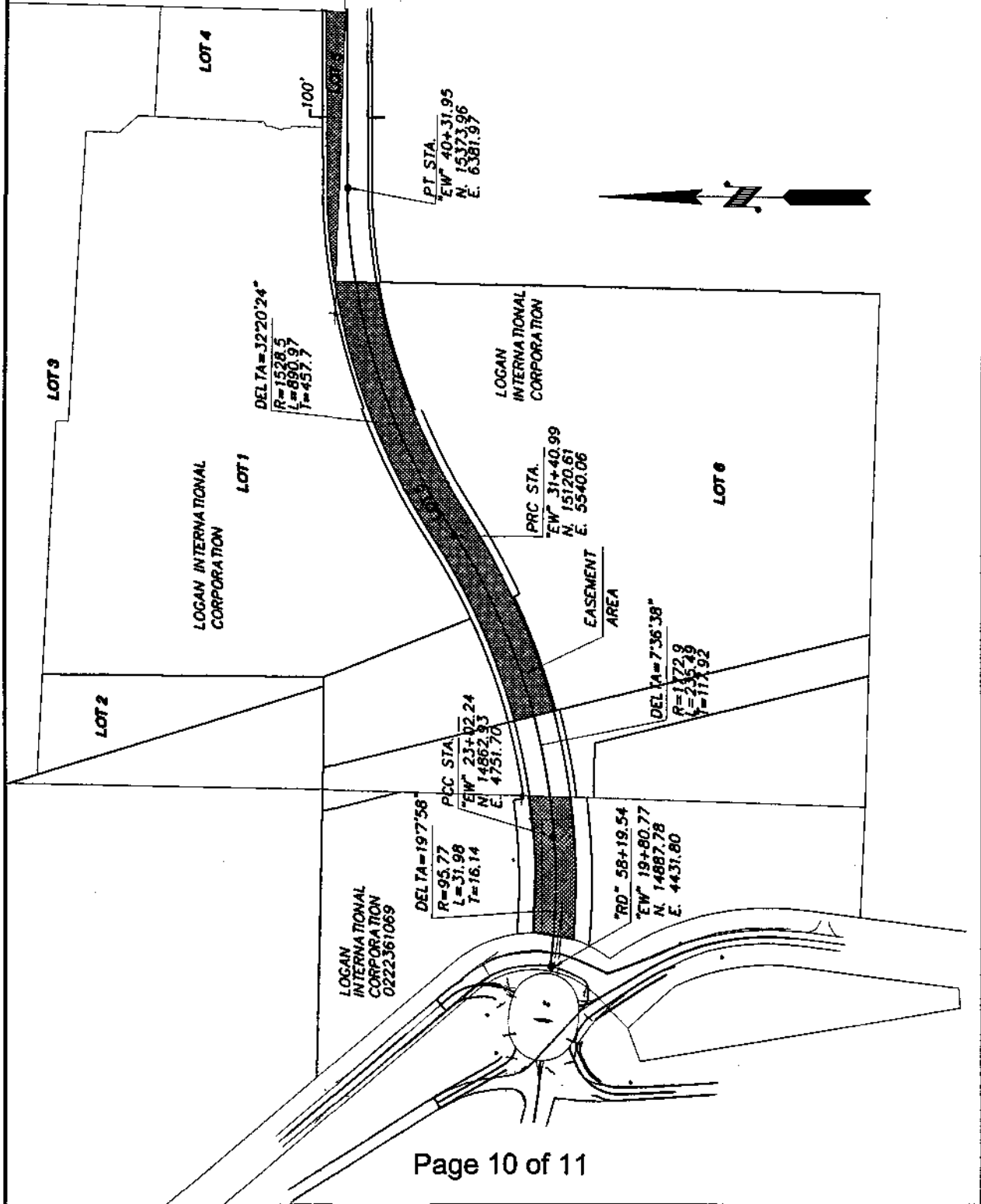
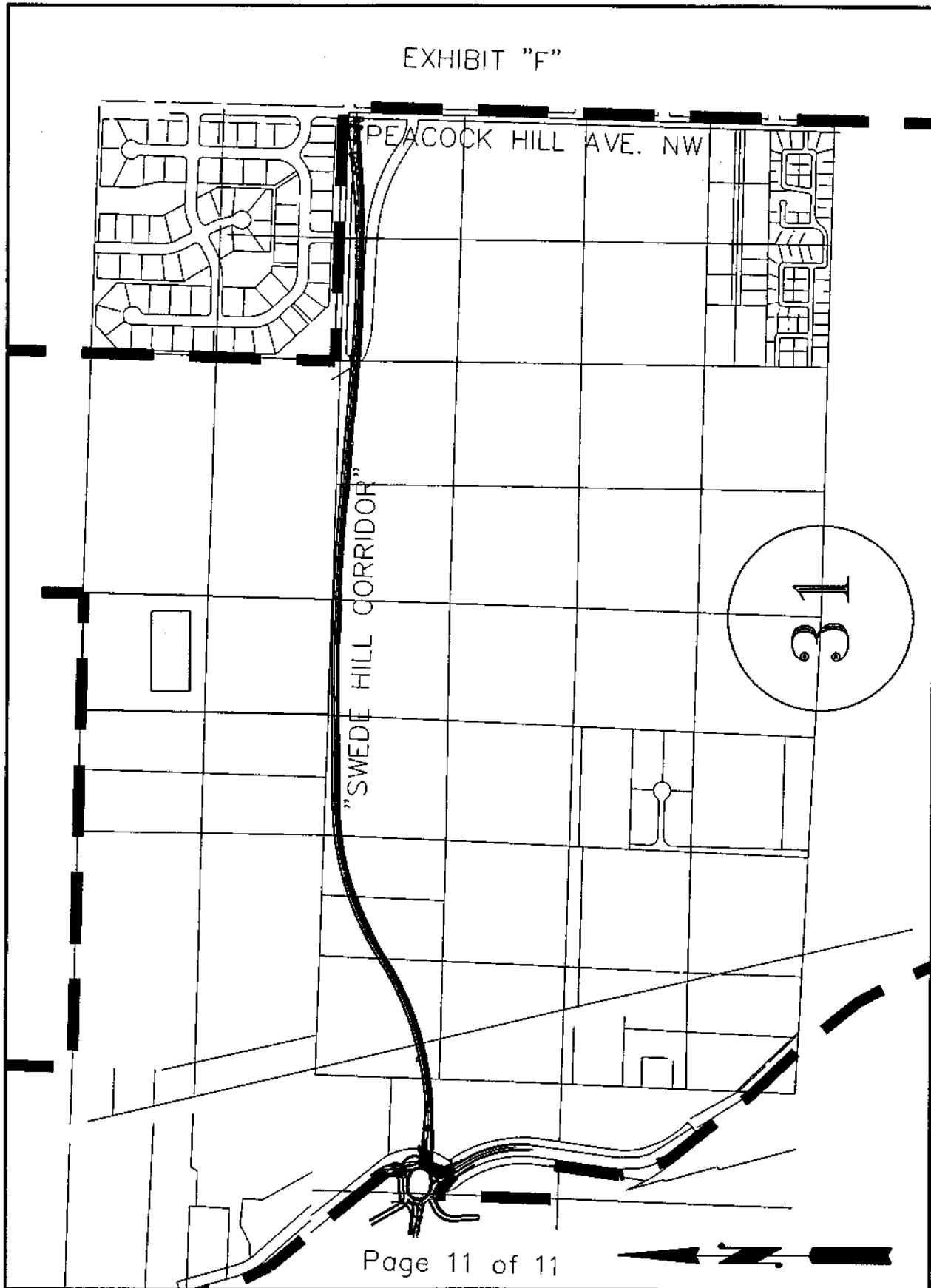


EXHIBIT "F"





City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS *DRS*
FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: EAST WEST ROAD (BORGES BLVD.)
- EASEMENT AGREEMENTS
OLYMPIC PROPERTY GROUP
DATE: APRIL 14, 2000

INTRODUCTION/BACKGROUND

As defined in the 2000 budget, an objective in the street department is the construction of the East West Road from the Swede Hill interchange to Peacock Hill Avenue. In order to comply with current stormwater regulations, the City will construct a storm water detention pond that will treat the calculated storm water generated from the new East West Road. The location of the proposed detention pond is approximately 850 feet south of the proposed road. To construct this detention pond, the City requires an approximate 104,450 square foot permanent easement on Parcel No. 0222313038.

Olympic Property Group (OPG), formerly Pope Resources, is the current property owner and has agreed to the conditions of the Storm Water Pond Easement Agreement. The principle terms of this agreement allows OPG or future property owners a provision to request to expand the pond size and allow it to serve as a regional detention facility. The guidelines for this process are defined in the agreement.

To gain access for construction and routine maintenance of the detention pond facility, an Access and Storm Water Conveyance System Easement Agreement has also been prepared and submitted for Council approval.

In order for the detention facility to meet current stormwater regulations, the City is required to construct wetland mitigation sites to comply with the Army Corps of Engineers 401 Certification. The location of the proposed wetland mitigation site is approximately 600 feet south of the East West Road. To construct this pond, the City requires an approximate 90,720 square foot permanent easement on Parcel No. 0222311001.

OPG is also the current property owner and has agreed to the conditions of the Wetlands Easement Agreement.

Council approval for these three easement agreements 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 agreements.

ACCESS AND STORM WATER CONVEYANCE SYSTEM EASEMENT AGREEMENT

THIS ACCESS AND STORM WATER CONVEYANCE SYSTEM EASEMENT AGREEMENT (this "Agreement") dated as of the _____ day of _____, 2000, is made by and between THE CITY OF GIG HARBOR, WASHINGTON, a Washington municipal corporation (the "City"), and OLYMPIC PROPERTY GROUP LLC, a Washington limited liability company ("OPG").

RECITALS

A. OPG is the owner of real property situated in the City of Gig Harbor, Pierce County, Washington, legally described on Exhibit A attached hereto (the "Property").

B. The City and OPG, together with Logan International Corporation ("Logan"), are parties to that certain Agreement for Dedication of Right-of-Way to the City of Gig Harbor dated September 23, 1996 (the "Dedication Agreement"), under which OPG and Logan agreed to convey to the City certain interests in rights-of-way across certain lands owned by OPG and Logan for the design, construction, and maintenance of a public roadway commonly known as the East-West Roadway or Swede Hill Corridor Roadway (the "Roadway"). Under the Dedication Agreement, the parties have provided for the design, construction, and maintenance of a two-lane Roadway within the Property.

C. Because the Roadway will increase the impervious surfaces and fill wetlands on the Property, and because the City desires to treat and detain storm water on the Property, the City must construct storm water detention, wetlands, wetland mitigation facilities, and other water quality maintenance facilities on the Property. The City has no easement or ownership interest within the Property for storm water detention, wetlands, or other water quality maintenance facilities. Therefore, the City desires to obtain from OPG, for no monetary consideration, easements within the Property for a storm water detention pond, conveyance facilities, wetlands, appurtenant facilities, and access thereto.

D. OPG has no legal obligation to grant the easements described in this Agreement. However, OPG desires to convey such easements to the City, provided the storm water facilities established within the easement areas are regional storm water facilities. OPG is willing to convey such easements and to abide by the terms and conditions set forth herein, which terms and conditions are acceptable to OPG, for no monetary consideration and for no other consideration except the City's faithful performance of the terms and conditions set forth herein, which terms and conditions are acceptable to the City.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Access and Storm Water Conveyance System Easement.** OPG hereby conveys to the City, subject to matters of record, a perpetual nonexclusive easement (the "Easement") for the construction, installation, maintenance, repair, replacement, and use of trails, sidewalks, roadways, storm water culverts, trenches, pipelines, and swales, together with necessary facilities and appurtenances as initially constructed or thereafter modified (the "Facilities"), across, in, over, and through that portion of the Property described on Exhibit B and shown on Exhibit C attached hereto (the "Easement Area"). The Easement shall benefit the City, any other real property to which the City conveys the benefits of the Easement with the prior written consent of OPG, and the Property. Within the Easement Area, no structure, planting, or other material shall be placed or permitted to remain that may damage or interfere with the construction, installation, maintenance, repair, replacement, and use of the Facilities. The City shall design, construct, and maintain, as part of the Facilities, adequate security facilities, including locked gates that prevent unauthorized motor vehicles from entering the Property. OPG may use the Facilities for the benefit of the Property, provided that either (a) the Facilities have the unreserved capacity to serve the Property, or (b) prior to such use, OPG shall bear the cost of any required capacity improvements, obtain all required governmental permits, and comply with all applicable design standards. The City shall be solely liable for the perpetual maintenance and repair of the Facilities, except that the City shall have the authority to assess periodic storm water system user fees to OPG and other owners of the Property or to otherwise impose user fees related to storm water drainage as allowed by law.

2. **Temporary Construction Access Permit.** OPG hereby conveys to the City, subject to matters of record, a temporary nonexclusive license (the "Construction Access Permit") across, in, through, under, and upon those portions of the Property shown on the Drawing for the initial design, construction, and inspection of the Facilities, including ingress and egress, delivery of construction materials, and operation of construction equipment. The Construction Access Permit shall terminate upon the City Council's acceptance of the Facilities after completion of construction.

3. **Service Area of Facilities.** The Facilities initially shall serve the Roadway but may be modified in the future to serve all or any portion of the Property designated by OPG and other real property designated by the City or OPG, provided that the City or OPG may designate other real property for service by the Facilities only if (a) the Facilities have the unreserved capacity to serve such other real property and OPG, in its sole and absolute

discretion, consents to the service of other real property, and (b) prior to such use the owners of the other real property bear the cost of any required capacity improvements.

4. Construction and Maintenance of Facilities. The Facilities shall be constructed and maintained by the City at its sole cost. In addition, the City shall maintain the portions of the Easement Area upon which the Facilities are located like a reasonably prudent property owner, except with respect to those areas in which OPG is engaged in the maintenance or improvement thereof.

5. Future Facility Improvements. At any time and from time to time after the initial construction of the Facilities, OPG may at its option request improvements to the Facilities to increase their capacity for the service of the Property or other real property. The City shall grant such requests provided the expense of design and construction of such improvements is paid by OPG or the owners of the other real property. All improvements to the Facilities shall be designed and constructed in compliance with all applicable code requirements and shall be subject to the City's prior review and approval. OPG specifically acknowledges that the City has made no representations to OPG regarding the applicability or non-applicability of competitive bidding, prevailing wage, or other laws governing public works construction by or for municipalities and that may control all improvements or relocations of Facilities by OPG or any other private party.

6. No Easement Warranties. The Easement is conveyed by OPG to the City without warranty of any kind, including without limitation seizen, title, possession, and quiet use and enjoyment, and are subject to agreements, covenants, easements, reservations, restrictions, and other matters of record, provided, however, that if the City determines in its sole discretion that it cannot reasonably exercise its rights under this Agreement as a result of some prior inconsistent rights or any easement granted by OPG after execution of this Agreement, then the City may terminate this Agreement upon written notice to OPG without any liability for such termination and without any further obligation to perform under the terms and conditions of this Agreement.

7. Potential Dedication. At any time and from time to time, OPG may at its option dedicate to the City, and the City may in its discretion accept, all or any portion of the Easement Area in fee simple, subject to all matters of record as of the date of this Agreement and subject further to the City's agreement to grant to OPG in perpetuity all of the benefits of the terms and conditions of this Agreement.

8. Relocation. OPG may relocate any of the Easement Area and Facilities at any time and from time to time at its sole cost and expense, provided that (a) relocated Easement Area and Facilities shall maintain physical continuity with the remainder of such easement areas and facilities, (b) the use of the Facilities shall not be unreasonably impaired, (c) the aesthetic qualities of the Facilities shall not be unreasonably impaired,

(d) the relocated Facilities shall meet all applicable code requirements, (e) the relocation shall be subject to the City's review and approval, provided that the City's approval shall not be unreasonably withheld. In connection with such relocation, the City and OPG shall execute and record in the real property records of Pierce County, Washington, an amendment to this Agreement to provide the revised description of the relocated Easement Area. All of the terms and conditions of this Agreement shall continue to be effective after relocation.

9. Restoration. If the City shall cause any damage to the Property through the exercise of its rights hereunder, it shall promptly restore the Property to its condition before such damage at its sole cost and expense. The proper construction of the Facilities shall not be deemed to be damage to the Property.

10. Indemnification. The City agrees to defend, indemnify, and hold OPG harmless from and against any and all loss, damage, claims, penalties, liability, suits, costs, and expenses (including, without limitation, reasonable attorneys fees and costs) suffered or incurred by OPG arising out of or related to the City's construction, inspection, installation, maintenance, repair, replacement, or use of the Facilities. It is the intent of this section that the City shall fully assume from OPG all liabilities to third parties relating to the portions of the Easement Area upon which the Facilities are located as though the City were the reasonably prudent property owner of such portions, except with respect to those areas in which OPG is engaged in the maintenance or improvement thereof.

OPG agrees to defend, indemnify, and hold the City harmless from and against any and all loss, damage, claims, penalties, liability, suits, costs, and expenses (including, without limitation, reasonable attorneys fees and costs) suffered or incurred by the City arising out of or related to OPG's construction, inspection, installation, maintenance, repair, replacement, or use of any of OPG's improvements within the Easement Area, including but not limited to Facilities relocated by OPG, provided, however, that with respect to OPG's improvements that are enhancements, expansions, or relocations of or improvements to the Facilities OPG's obligations shall terminate six (6) years after the City's acceptance of such improvements after completion of construction.

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 City and OPG, their respective directors, officers, officials, employees, agents, contractors, and representatives, the obligations and liabilities of the City and OPG under this section shall be only to the extent of their respective negligence.

11. OPG's Use of the Property. OPG shall not damage or obstruct the use of the Facilities within the Easement Area. OPG shall permit no building, permanent structure, appurtenance, landscaping, or other activity on or about the Easement Area that

would obstruct access to the Facilities or that would in any manner adversely affect the construction, inspection, installation, maintenance, repair, replacement, and use of the Facilities, except upon the prior written consent of the City's public works director, city administrator or manager, or City Council. Paved and unpaved parking areas, trails, sidewalks, roadways, and appurtenant facilities may be constructed within the Easement Area, provided that they do not damage the Facilities and are maintained by OPG. Otherwise, OPG may use the Easement Area for the construction, installation, maintenance, repair, replacement, and use of buildings and other structures, including without limitation recreation facilities, works of art, fountains, ponds, other water features, and appurtenant facilities. OPG shall not deposit or release hazardous substances upon, within or about the Easement Area. For purposes of this Agreement, "release" and "hazardous substance" shall be as defined in RCW 70.105D.020, as it exists now or is hereafter amended, and as such terms are defined in any other applicable federal or state law.

12. Public Access. The City may, in its sole discretion, grant to the public a nonexclusive easement within the Easement Area for passive recreation not inconsistent with the rights of the City and OPG under this Agreement.

13. Assignment. The City may not assign its rights and obligations under this Agreement to any person or entity without the prior written consent of OPG in each instance.

14. Recordation of Agreement. Upon the mutual execution and delivery of this Agreement, the parties shall cause this Agreement to be recorded in the real property records of Pierce County, Washington.

15. Authority. Each of the persons executing this Agreement represent and warrant that they are authorized to execute and deliver this Agreement and that all corporate or municipal action required to authorize such execution and to approve the performance of the terms and conditions set forth herein has been duly taken by the party on whose behalf they have appeared.

16. Benefits and Burdens. The burdens and benefits of this Agreement are intended to attach to and run with the land. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the City, OPG, and their respective successors and assigns.

17. Notices. All notices under this Agreement shall be in writing and delivered (a) in person, or (b) via confirmed telephonic facsimile and subsequently by registered or certified mail, return receipt requested, postage prepaid. Notices shall be sent to the other party at the address or facsimile number listed below or such other addresses and facsimile

numbers as may from time to time be designated by any such party in writing. Notices shall be deemed given when first actually delivered.

18. Attorneys Fees and Costs. If the City or OPG shall bring any action arising out of this Agreement, the losing party shall pay the prevailing party its reasonable attorneys fees and costs in such suit, at trial and on appeal, and such attorneys fees and costs shall be deemed to have accrued on the commencement of such action.

19. General. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. This Agreement may be executed and delivered in counterparts.

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

CITY:

THE CITY OF GIG HARBOR, WASHINGTON,
a Washington municipal corporation

By _____
Its Mayor

Address:
3105 Judson Street
Gig Harbor, Washington 98335
Tel: (253) 851-8145
Fax: (253) 853-7597

ATTEST:

APPROVED AS TO FORM:

By _____
City Clerk

By _____
City Attorney

OPG:

OLYMPIC PROPERTY GROUP LLC,
a Washington limited liability company

By *Gloria M. DeCarry*
Printed Name GLORIA M. DE-CARRY
Title PRESIDENT

Address:

Olympic Property Group LLC
19245 Tenth Avenue N.E.
P.O. Box 1780
Poulsbo, WA 98370
Tel: 360-697-6626
Fax: 360-697-1156

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this _____ day of _____, 2000, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gretchen A. Wilbert, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument as the Mayor of the City of Gig Harbor, Washington, and acknowledged said instrument to be the free and voluntary act and deed of said City for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

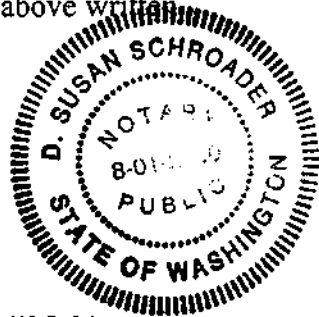
WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires _____
Print Name _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this 17 day of April, 2000, before me, a Notary Public in and for the State of Washington, personally appeared Gregory M. McCarry, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the President of OLYMPIC PROPERTY GROUP LLC to be the free and voluntary act and deed of said limited liability company for the uses and purposes mentioned in the instrument.

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



D. Susan Schroeder
NOTARY PUBLIC in and for the State of
Washington, residing at Port Ludlow
My appointment expires 8-1-00
Print Name D. Susan Schroeder

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this ____ day of _____, 2000, before me, a Notary Public in and for the State of Washington, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that _____ was authorized to execute the instrument, and acknowledged it as the _____ of OLYMPIC PROPERTY GROUP LLC to be the free and voluntary act and deed of said limited liability company for the uses and purposes mentioned in the instrument.

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

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires _____
Print Name _____

EXHIBITS:

- A - Description of the Property
- B - Description of Access and Storm Water Conveyance Easement Area
- C - Access and Storm Water Conveyance Easement Area

EXHIBIT A

**Description of the Property
(Peacock Hill)**

PARCEL A:

THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M.;

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

PARCEL B:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M.; EXCEPT ANY PORTION THEREOF LYING WITHIN PEACOCK HILL AVENUE N.W. (PURDY-GIG HARBOR CO. RD.);

AND

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31; EXCEPT ANY PORTION THEREOF LYING WITHIN PEACOCK HILL AVENUE N.W. (PURDY-GIG HARBOR CO. RD.);

AND

THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION;

AND

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION;

AND

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION;

AND

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION;

AND

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION; EXCEPT THE SOUTH HALF OF THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

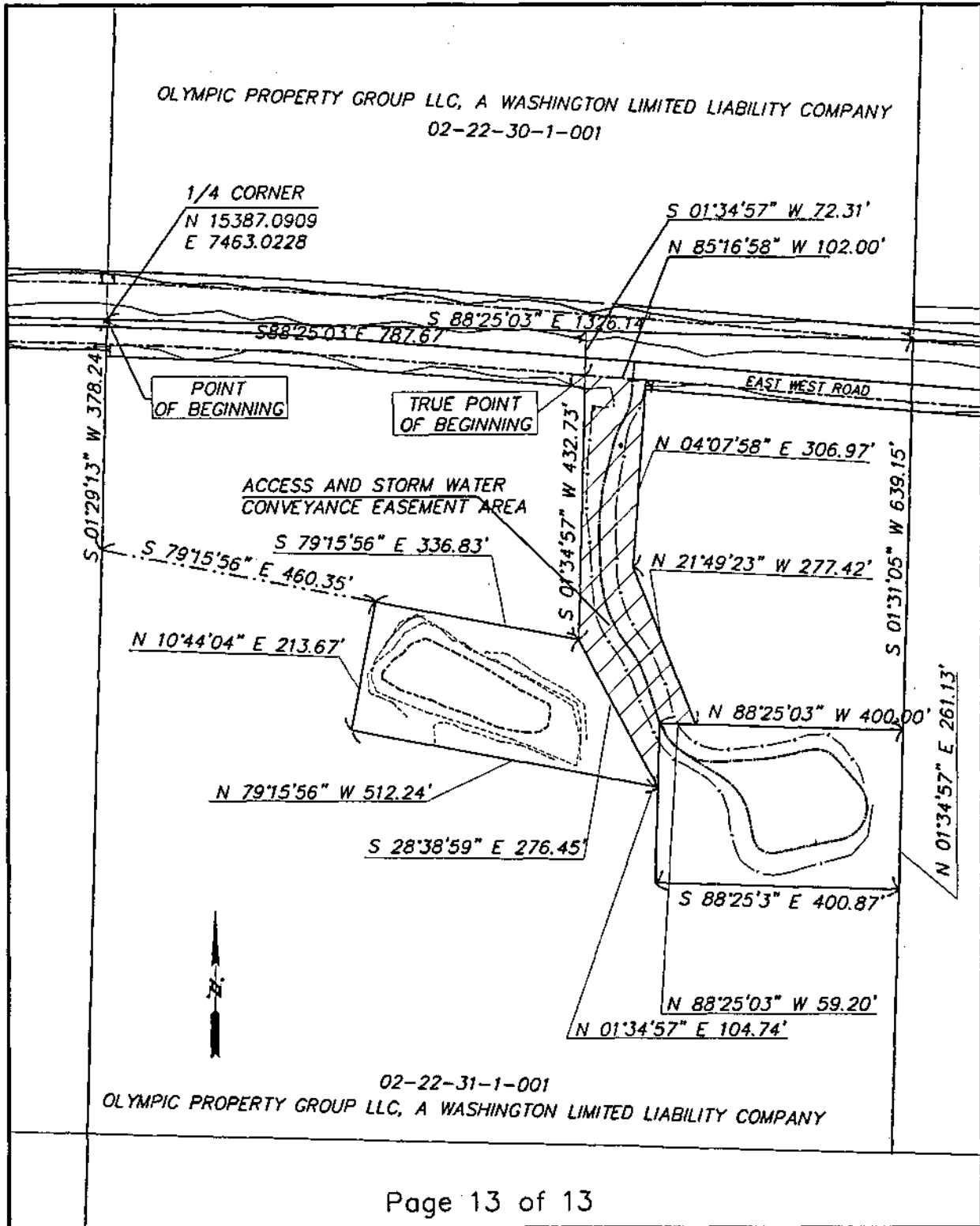
EXHIBIT B

Description of Access and Storm Water Conveyance Easement Area

Beginning at the Northwest corner of the West half of the Northeast quarter of SECTION 31, EAST 787.67 feet along a bearing of South 88°, 25', 03" East; thence South 01°, 34', 57" West 72.31 feet to the TRUE POINT OF BEGINNING; thence South 01°, 34', 57" West 432.73 feet; thence South 28°, 38', 59" East 276.45 feet; thence North 01°, 34', 57" East 104.74 feet; thence South 88°, 25' 03" East 59.20 feet; thence North 21°, 49', 23" West 277.42 feet; thence North 04°, 07', 58" East 306.97 feet; thence North 85°, 16', 58" West 102 feet to the TRUE POINT OF BEGINNING.

EXHIBIT C

ACCESS AND STORM WATER CONVEYANCE EASEMENT AREA



WETLANDS EASEMENT AGREEMENT

THIS WETLANDS EASEMENT AGREEMENT (this "Agreement") dated as of the _____ day of _____, 2000, is made by and between THE CITY OF GIG HARBOR, WASHINGTON, a Washington municipal corporation (the "City"), and OLYMPIC PROPERTY GROUP LLC, A WASHINGTON LIMITED LIABILITY COMPANY ("OPG").

RECITALS

A. OPG is the owner of real property situated in the City of Gig Harbor, Pierce County, Washington, legally described on Exhibit A attached hereto (the "Property").

B. The City and OPG, together with Logan International Corporation ("Logan"), are parties to that certain Agreement for Dedication of Right-of-Way to the City of Gig Harbor dated September 23, 1996 (the "Dedication Agreement"), under which OPG and Logan agreed to convey to the City certain interests in rights-of-way across certain lands owned by OPG and Logan for the design, construction, and maintenance of a public roadway commonly known as the East-West Roadway or Swede Hill Corridor Roadway (the "Roadway"). Under the Dedication Agreement, the parties have provided for the design, construction, and maintenance of a two-lane Roadway within the Property.

C. Because the Roadway will increase the impervious surfaces and fill wetlands on the Property, and because the City desires to treat and detain storm water on the Property, the City must construct storm water detention, wetlands, wetland mitigation facilities, and other water quality maintenance facilities on the Property. The City has no easement or ownership interest within the Property for storm water detention, wetlands, or other water quality maintenance facilities. Therefore, the City desires to obtain from OPG, for no monetary consideration, easements within the Property for a storm water detention pond, conveyance facilities, wetlands, appurtenant facilities, and access thereto.

D. OPG has no legal obligation to grant the easement described in this Agreement. However, OPG is willing to convey such easement and to abide by the terms and conditions set forth herein, which terms and conditions are acceptable to OPG, for no monetary consideration and for no other consideration except the City's faithful performance of the terms and conditions set forth herein, which terms and conditions are acceptable to the City.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Wetlands Easement.** OPG hereby conveys to the City, subject to matters of record, a perpetual nonexclusive easement (the "Easement") for the construction, enhancement, installation, maintenance, repair, replacement, and use of artificial and natural wetlands and wetlands buffers required to mitigate adverse impacts to existing wetlands, together with necessary facilities and appurtenances as initially constructed or thereafter modified (the "Facilities"), across, in, over, and through that portion of the Property described on Exhibit B attached hereto (the "Easement Area"). All wetlands buffers that are required by any law, ordinance, or regulation and that relate to any Facilities shall be located within the Easement Area and shall not be located elsewhere upon the Property. The Easement shall benefit the City, any other real property to which the City conveys the benefits of the Easement with the prior written consent of OPG, and the Property. Within the Easement Area, no structure, planting, or other material shall be placed or permitted to remain that may damage or interfere with the construction, installation, maintenance, repair, replacement, and use of the Facilities. OPG may use the Facilities for the benefit of the Property, provided that prior to such use OPG shall bear the cost of any required improvements, obtain all required governmental permits, and comply with all applicable governmental design standards. The City shall be solely liable for the perpetual maintenance and repair of the Facilities, except that the City shall have the authority to assess periodic storm water system user fees to OPG and other owners of the Property or to otherwise impose user fees related to storm water drainage as allowed by law.

2. **Drawing.** The location of the Wetlands Easement Area is shown on the drawing attached hereto as Exhibit C.

3. **Temporary Construction Access Permit.** OPG hereby conveys to the City, subject to matters of record, a temporary nonexclusive license (the "Construction Access Permit") across, in, through, under, and upon those portions of the Property shown on the Drawing for the initial design, construction, and inspection of the Facilities, including ingress and egress, delivery of construction materials, and operation of construction equipment. The Construction Access Permit shall terminate upon the City Council's acceptance of the Facilities after completion of construction.

4. **Service Area of Facilities.** The Facilities initially shall serve the Roadway but may be modified in the future to serve all or any portion of the Property designated by OPG and other real property designated by the City or OPG, provided that the City or OPG may designate other real property for service by the Facilities only

if (a) OPG, in its sole and absolute discretion, consents to the service of other real property, and (b) prior to such use the owners of the other real property bear the cost of any required improvements.

5. Construction and Maintenance of Facilities. The Facilities shall be constructed and maintained by the City at its sole cost. In addition, the City shall maintain the portions of the Easement Area upon which the Facilities are located like a reasonably prudent property owner, except with respect to those areas in which OPG is engaged in the maintenance or improvement thereof.

6. Future Facility Improvements. At any time and from time to time after the initial construction of the Facilities, OPG may at its option request improvements to the Facilities. The City shall grant such requests provided the expense of design and construction of such improvements is paid by OPG or the owners of other real property. All improvements to the Facilities shall be designed and constructed in compliance with all applicable code requirements and shall be subject to the City's prior review and approval. OPG or the owners of other real property shall obtain all required governmental permits. OPG specifically acknowledges that the City has made no representations to OPG regarding the applicability or non-applicability of competitive bidding, prevailing wage, or other laws governing public works construction by or for municipalities and that may control all improvements or relocations of Facilities by OPG or any other private party.

7. No Easement Warranties. The Easement is conveyed by OPG to the City without warranty of any kind, including without limitation seizen, title, possession, and quiet use and enjoyment, and are subject to agreements, covenants, easements, reservations, restrictions, and other matters of record, provided, however, that if the City determines in its sole discretion that it cannot reasonably exercise its rights under this Agreement as a result of some prior inconsistent rights or any easement granted by OPG after execution of this Agreement, then the City may terminate this Agreement upon written notice to OPG without any liability for such termination and without any further obligation to perform under the terms and conditions of this Agreement.

8. Potential Dedication. At any time and from time to time, OPG may at its option dedicate to the City, and the City may in its discretion accept, all or any portion of the Easement Area in fee simple, subject to all matters of record as of the date of this Agreement and subject further to the City's agreement to grant to OPG in perpetuity all of the benefits of the terms and conditions of this Agreement.

9. Relocation. OPG may relocate any of the Easement Area and Facilities at any time and from time to time at its sole cost and expense, provided that (a) relocated Easement Area and Facilities shall maintain physical continuity with the remainder of such Easement Area and facilities, (b) the use of the Facilities shall not be

unreasonably impaired, (c) the aesthetic qualities of the Facilities shall not be unreasonably impaired, (d) the relocated Facilities shall meet all applicable code requirements and OPG shall obtain all required governmental permits, (e) the relocation shall be subject to the City's review and approval, provided that the City's approval shall not be unreasonably withheld. In connection with such relocation, the City and OPG shall execute and record in the real property records of Pierce County, Washington, an amendment to this Agreement to provide the revised description of the relocated Easement Area. All of the terms and conditions of this Agreement shall continue to be effective after relocation.

10. Restoration. If the City shall cause any damage to the Property through the exercise of its rights hereunder, it shall promptly restore the Property to its condition before such damage at its sole cost and expense. The proper construction of the Facilities shall not be deemed to be damage to the Property.

11. Indemnification. The City agrees to defend, indemnify, and hold OPG harmless from and against any and all loss, damage, claims, penalties, liability, suits, costs, and expenses (including, without limitation, reasonable attorneys fees and costs) suffered or incurred by OPG arising out of or related to the City's construction, inspection, installation, maintenance, repair, replacement, or use of the Facilities. It is the intent of this section that the City shall fully assume from OPG all liabilities to third parties relating to the portions of the Easement Area upon which the Facilities are located as though the City were the reasonably prudent property owner of such portions, except with respect to those areas in which OPG is engaged in the maintenance or improvement thereof.

OPG agrees to defend, indemnify, and hold the City harmless from and against any and all loss, damage, claims, penalties, liability, suits, costs, and expenses (including, without limitation, reasonable attorneys fees and costs) suffered or incurred by the City arising out of or related to OPG's construction, inspection, installation, maintenance, repair, replacement, or use of any of OPG's improvements within the Easement Area, including but not limited to Facilities relocated by OPG, provided, however, that with respect to OPG's improvements that are expansions or relocations of or improvements to the Facilities OPG's obligations shall terminate six (6) years after the City's acceptance of such improvements after completion of construction.

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 City and OPG, their respective directors, officers, officials, employees, agents, contractors, and representatives, the obligations and liabilities of the City and OPG under this section shall be only to the extent of their respective negligence.

12. OPG's Use of the Property. OPG shall not damage or obstruct the use

of the Facilities within the Easement Area. OPG shall permit no building, permanent structure, appurtenance, landscaping, or other activity on or about the Easement Area that would obstruct access to the Facilities or that would in any manner adversely affect the construction, inspection, installation, maintenance, repair, replacement, and use of the Facilities, except upon the prior written consent of the City's public works director, city administrator or manager, or City Council. Paved and unpaved parking areas, trails, sidewalks, roadways, and appurtenant facilities may be constructed within the Easement Area, provided that they do not damage the Facilities and are maintained by OPG. Otherwise, OPG may use the Easement Area for the construction, installation, maintenance, repair, replacement, and use of buildings and other structures, including without limitation recreation facilities, works of art, fountains, ponds, other water features, and appurtenant facilities. OPG shall not deposit or release hazardous substances upon, within, or about the Easement Area. For purposes of this Agreement, "release" and "hazardous substance" shall be defined in RCW 70.105D.020, as it exists now or is hereafter amended, and as such terms are defined in any other applicable federal or state law.

13. Public Access. The City may, in its sole discretion, grant to the public a nonexclusive easement within the Easement Area for passive recreation not inconsistent with the rights of the City and OPG under this Agreement.

14. Assignment. The City may not assign its rights and obligations under this Agreement to any person or entity without the prior written consent of OPG in each instance.

15. Recordation of Agreement. Upon the mutual execution and delivery of this Agreement, the parties shall cause this Agreement to be recorded in the real property records of Pierce County, Washington.

16. Authority. Each of the persons executing this Agreement represent and warrant that they are authorized to execute and deliver this Agreement and that all corporate or municipal action required to authorize such execution and to approve the performance of the terms and conditions set forth herein has been duly taken by the party on whose behalf they have appeared.

17. Benefits and Burdens. The burdens and benefits of this Agreement are intended to attach to and run with the land. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the City, OPG, and their respective successors and assigns.

18. Notices. All notices under this Agreement shall be in writing and delivered (a) in person, or (b) via confirmed telephonic facsimile and subsequently by registered or certified mail, return receipt requested, postage prepaid. Notices shall be

sent to the other party at the address or facsimile number listed below or such other addresses and facsimile numbers as may from time to time be designated by any such party in writing. Notices shall be deemed given when first actually delivered.

19. Attorneys Fees and Costs. If the City or OPG shall bring any action arising out of this Agreement, the losing party shall pay the prevailing party its reasonable attorneys fees and costs in such suit, at trial and on appeal, and such attorneys fees and costs shall be deemed to have accrued on the commencement of such action.

20. General. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. This Agreement may be executed and delivered in counterparts.

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

CITY:

THE CITY OF GIG HARBOR, WASHINGTON,
a Washington municipal corporation

By _____
Its Mayor

Address:
3105 Judson Street
Gig Harbor, Washington 98335
Tel: (253) 851-8145
Fax: (253) 853-7597

ATTEST:

APPROVED AS TO FORM:

By: _____ By: _____
City Clerk City Attorney

OPG:

OLYMPIC PROPERTY GROUP LLC,
a Washington limited liability company

By Gregory M. McCarty
Printed Name GREGORY M. MCCARTY
Title PRESIDENT

Address:
Olympic Property Group LLC
19245 Tenth Avenue N.E.
P.O. Box 1780
Poulsbo, WA 98370
Tel: (360) 697-6626
Fax: (360) 697-1156

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this ____ day of _____, 2000, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gretchen A. Wilbert, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument as the Mayor of the City of Gig Harbor, Washington, and acknowledged said instrument to be the free and voluntary act and deed of said City for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

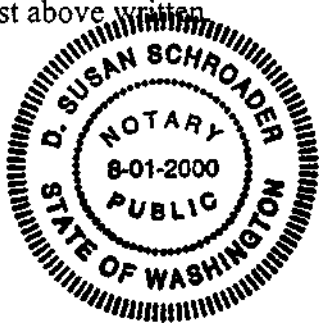
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires _____
Print Name _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this 17 day of April, 2000, before me, a Notary Public in and for the State of Washington, personally appeared Gregory M. McClarry, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the President of OLYMPIC PROPERTY GROUP LLC to be the free and voluntary act and deed of said limited liability company for the uses and purposes mentioned in the instrument.

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



D. Susan Schroader
NOTARY PUBLIC in and for the State of
Washington, residing at Port Ludlow
My appointment expires 8-1-00
Print Name D. Susan Schroader

EXHIBITS:

- A - Description of the Property
- B - Description of Wetlands Easement Area
- C - Wetlands Easement Area

EXHIBIT A

Description of the Property

PARCEL A:

THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 30,
TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M.;

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

PARCEL B:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION
31, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M.; EXCEPT ANY PORTION
THEREOF LYING WITHIN PEACOCK HILL AVENUE N.W. (PURDY-GIG
HARBOR CO. RD.);

AND

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST
QUARTER OF SAID SECTION 31; EXCEPT ANY PORTION THEREOF LYING
WITHIN PEACOCK HILL AVENUE N.W. (PURDY-GIG HARBOR CO. RD.);

AND

THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION;

AND

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID
SECTION;

AND

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST
QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION;

AND

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST
QUARTER OF SAID SECTION;

AND

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID
SECTION; EXCEPT THE SOUTH HALF OF THE WEST HALF OF THE WEST
HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER.

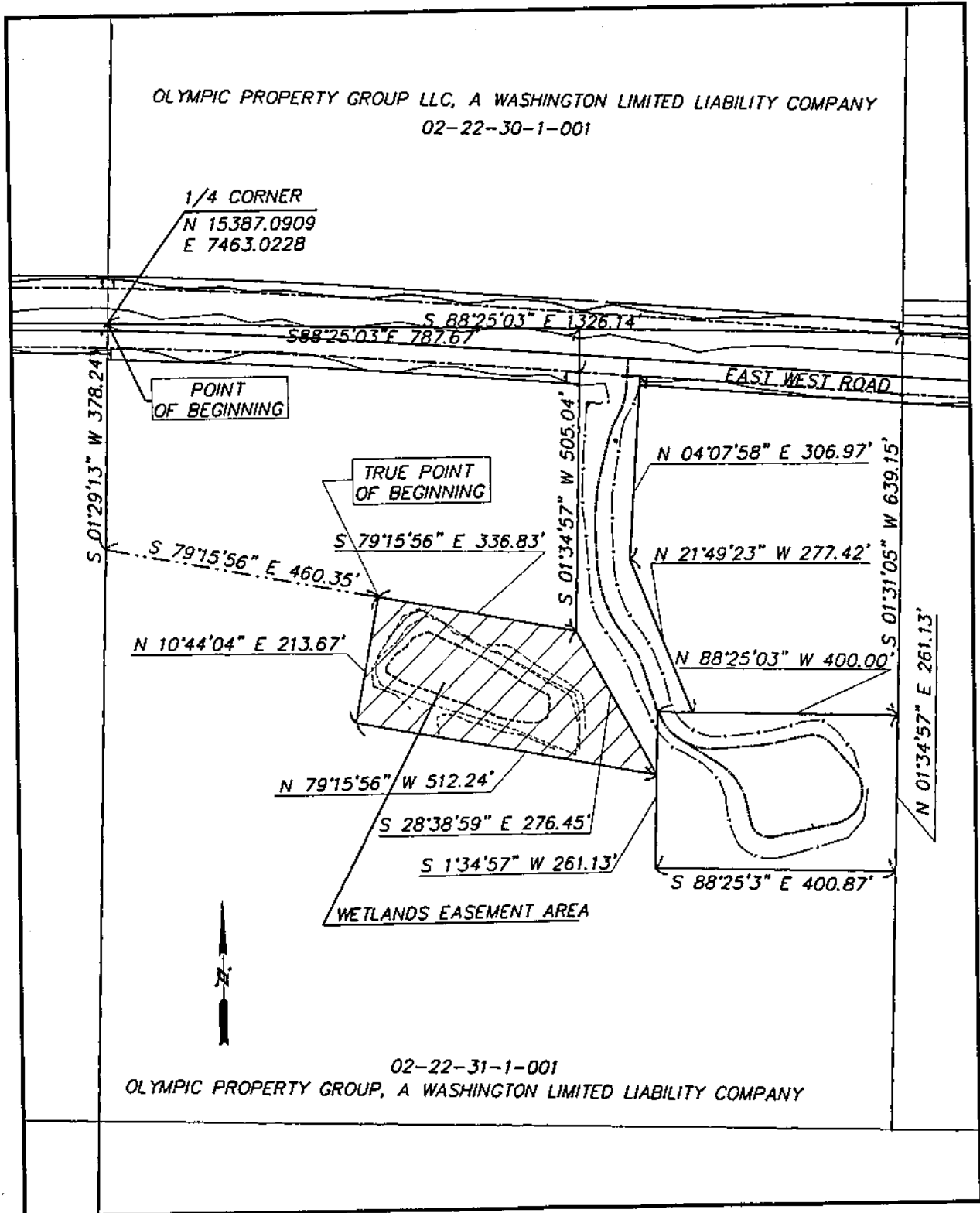
SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

EXHIBIT B

Description of Wetlands Easement Area

Beginning at the Northwest corner of the West half of the Northeast quarter of SECTION 31, SOUTH 378.24-feet along a bearing of South $01^{\circ},29',13''$ West; thence South $79^{\circ},15',56''$ East 460.35-feet to the TRUE POINT OF BEGINNING; thence South $79^{\circ},15',56''$ East 336.83-feet; thence South $28^{\circ},38',59''$ East 276.45-feet; thence North $79^{\circ},15',56''$ West 512.64-feet; thence North $10^{\circ},44',04''$ East 213.67-feet to the TRUE POINT OF BEGINNING.

EXHIBIT C
WETLANDS EASEMENT AREA



STORM WATER POND EASEMENT AGREEMENT

THIS STORM WATER POND EASEMENT AGREEMENT (this "Agreement") dated as of the ____ day of _____, 2000, is made by and between THE CITY OF GIG HARBOR, WASHINGTON, a Washington municipal corporation (the "City"), and OLYMPIC PROPERTY GROUP LLC, a Washington limited liability company ("OPG").

RECITALS

A. OPG is the owner of real property situated in the City of Gig Harbor, Pierce County, Washington, legally described on Exhibit A attached hereto (the "Property").

B. The City and OPG, together with Logan International Corporation ("Logan"), are parties to that certain Agreement for Dedication of Right-of-Way to the City of Gig Harbor dated September 23, 1996 (the "Dedication Agreement"), under which OPG and Logan agreed to convey to the City certain interests in rights-of-way across certain lands owned by OPG and Logan for the design, construction, and maintenance of a public roadway commonly known as the East-West Roadway or Swede Hill Corridor Roadway (the "Roadway"). Under the Dedication Agreement, the parties have provided for the design, construction, and maintenance of a two-lane Roadway within the Property.

C. Because the Roadway will increase the impervious surfaces and fill wetlands on the Property, and because the City desires to treat and detain storm water on the Property, the City must construct storm water detention, wetlands, wetland mitigation facilities, and other water quality maintenance facilities on the Property. The City has no easement or ownership interest within the Property for storm water detention, wetlands, or other water quality maintenance facilities. Therefore, the City desires to obtain from OPG, for no monetary consideration, easements within the Property for a storm water detention pond, conveyance facilities, wetlands, appurtenant facilities, and access thereto.

D. OPG has no legal obligation to grant the easement described in this Agreement. However, OPG desires to convey such easement to the City, provided the storm water facilities established within the easement area are regional storm water facilities. OPG is willing to convey such easement and to abide by the terms and conditions set forth herein, which terms and conditions are acceptable to OPG, for no monetary consideration and for no other consideration except the City's faithful performance of the terms and conditions set forth herein, which terms and conditions are acceptable to the City.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Storm Water Pond Easement.** OPG hereby conveys to the City, subject to matters of record, a perpetual nonexclusive easement (the "Easement") for the construction, installation, maintenance, repair, replacement, and use of a storm water detention and water quality maintenance pond, together with necessary facilities and appurtenances as initially constructed or thereafter modified (the "Facilities"), across, in, over, and through that portion of the Property described on Exhibit B attached hereto (the "Easement Area"). The Easement shall benefit the City, any other real property to which the City conveys the benefits of the Easement with the prior written consent of OPG, and the Property. Within the Easement Area, no structure, planting or other material shall be placed or permitted to remain that may damage or interfere with the construction, installation, maintenance, repair, replacement, and use of the Facilities. OPG may use the Facilities for the benefit of the Property, provided that either (a) the Facilities have the unreserved capacity to serve the Property, or (b) prior to such use, OPG shall bear the cost of any required capacity improvements, obtain all required governmental permits, and comply with all applicable governmental design standards. The City shall be solely liable for the perpetual maintenance and repair of the Facilities, except that the City shall have the authority to assess periodic storm water system user fees to OPG and other owners of the Property or to otherwise impose user fees related to storm water drainage as allowed by law.

2. **Drawing.** The location of the Easement Area is shown on the drawing attached hereto as Exhibit C.

3. **Temporary Construction Access Permit.** OPG hereby conveys to the City, subject to matters of record, a temporary nonexclusive license (the "Construction Access Permit") across, in, through, under, and upon those portions of the Property shown on the Drawing for the initial design, construction, and inspection of the Facilities, including ingress and egress, delivery of construction materials, and operation of construction equipment. The Construction Access Permit shall terminate upon the City Council's acceptance of the Facilities after completion of construction.

4. **Service Area of Facilities.** The Facilities initially shall serve the Roadway but may be modified in the future to serve all or any portion of the Property designated by OPG and other real property designated by the City or OPG, provided that the City or OPG may designate other real property for service by the Facilities only if (a) the Facilities have the unreserved capacity to serve such other real property and OPG, in its sole and absolute

discretion, consents to the service of other real property, and (b) prior to such use the owners of the other real property bear the cost of any required capacity improvements.

5. Construction and Maintenance of Facilities. The Facilities shall be constructed and maintained by the City at its sole cost. In addition, the City shall maintain the portions of the Easement Area upon which the Facilities are located like a reasonably prudent property owner, except with respect to those areas in which OPG is engaged in the maintenance or improvement thereof.

6. Future Facility Improvements. At any time and from time to time after the initial construction of the Facilities, OPG may at its option request improvements to the Facilities to increase their capacity for the service of the Property or other real property. The City shall grant such requests provided the expense of design and construction of such improvements is paid by OPG or the owners of the other real property. All improvements to the Facilities shall be designed and constructed in compliance with all applicable code requirements and shall be subject to the City's prior review and approval. OPG specifically acknowledges that the City has made no representations to OPG regarding the applicability or non-applicability of competitive bidding, prevailing wage, or other laws governing public works construction by or for municipalities and that may control all improvements or relocations of Facilities by OPG or any other private party.

7. No Easement Warranties. The Easement is conveyed by OPG to the City without warranty of any kind, including without limitation seizen, title, possession, and quiet use and enjoyment, and are subject to agreements, covenants, easements, reservations, restrictions, and other matters of record, provided, however, that if the City determines in its sole discretion that it cannot reasonably exercise its rights under this Agreement as a result of some prior inconsistent rights or any easement granted by OPG after execution of this Agreement, then the City may terminate this Agreement upon written notice to OPG without any liability for such termination and without any further obligation to perform under the terms and conditions of this Agreement.

8. Potential Dedication. At any time and from time to time, OPG may at its option dedicate to the City, and the City may in its discretion accept, all or any portion of the Easement Area in fee simple, subject to all matters of record as of the date of this Agreement and subject further to the City's agreement to grant to OPG in perpetuity all of the benefits of the terms and conditions of this Agreement.

9. Relocation. OPG may relocate any of the Easement Area and Facilities at any time and from time to time at its sole cost and expense, provided that (a) relocated Easement Area and Facilities shall maintain physical continuity with the remainder of such Easement Area and facilities, (b) the use of the Facilities shall not be unreasonably impaired, (c) the aesthetic qualities of the Facilities shall not be unreasonably impaired,

(d) the relocated Facilities shall meet all applicable code requirements, (e) the relocation shall be subject to the City's review and approval, provided that the City's approval shall not be unreasonably withheld. In connection with such relocation, the City and OPG shall execute and record in the real property records of Pierce County, Washington, an amendment to this Agreement to provide the revised description of the relocated Easement Area. All of the terms and conditions of this Agreement shall continue to be effective after relocation.

10. Restoration. If the City shall cause any damage to the Property through the exercise of its rights hereunder, it shall promptly restore the Property to its condition before such damage at its sole cost and expense. The proper construction of the Facilities shall not be deemed to be damage to the Property.

11. Indemnification. The City agrees to defend, indemnify, and hold OPG harmless from and against any and all loss, damage, claims, penalties, liability, suits, costs, and expenses (including, without limitation, reasonable attorneys fees and costs) suffered or incurred by OPG arising out of or related to the City's construction, inspection, installation, maintenance, repair, replacement, or use of the Facilities. It is the intent of this section that the City shall fully assume from OPG all liabilities to third parties relating to the portions of the Easement Area upon which the Facilities are located as though the City were the reasonably prudent property owner of such portions, except with respect to those areas in which OPG is engaged in the maintenance or improvement thereof.

OPG agrees to defend, indemnify, and hold the City harmless from and against any and all loss, damage, claims, penalties, liability, suits, costs, and expenses (including, without limitation, reasonable attorneys fees and costs) suffered or incurred by the City arising out of or related to OPG's construction, inspection, installation, maintenance, repair, replacement, or use of any of OPG's improvements within the Easement Area, including but not limited to Facilities relocated by OPG, provided, however, that with respect to OPG's improvements that are enhancements, expansions, or relocations of or improvements to the Facilities OPG's obligations shall terminate six (6) years after the City's acceptance of such improvements after completion of construction.

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 City and OPG, their respective directors, officers, officials, employees, agents, contractors, and representatives, the obligations and liabilities of the City and OPG under this section shall be only to the extent of their respective negligence.

12. OPG's Use of the Property. OPG shall not damage or obstruct the use of the Facilities within the Easement Area. OPG shall permit no building, permanent structure, appurtenance, landscaping, or other activity on or about the Easement Area that

would obstruct access to the Facilities or that would in any manner adversely affect the construction, inspection, installation, maintenance, repair, replacement, and use of the Facilities, except upon the prior written consent of the City's public works director, city administrator or manager, or City Council. Paved and unpaved parking areas, trails, sidewalks, roadways, and appurtenant facilities may be constructed within the Easement Area, provided that they do not damage the Facilities and are maintained by OPG. Otherwise, OPG may use the Easement Area for the construction, installation, maintenance, repair, replacement, and use of buildings and other structures, including without limitation recreation facilities, works of art, fountains, ponds, other water features, and appurtenant facilities. OPG shall not deposit or release hazardous substances upon, within, or about the Easement Area. For purposes of this Agreement, "release" and "hazardous substance" shall be as defined in RCW 70.105D.020, as it exists now or is hereafter amended, and as such terms are defined in any other applicable federal or state law.

13. Public Access. The City may, in its discretion, grant to the public a nonexclusive easement within the Easement Area for passive recreation not inconsistent with the rights of the City and OPG under this Agreement.

14. Assignment. The City may not assign its rights and obligations under this Agreement to any person or entity without the prior written consent of OPG in each instance.

15. Recordation of Agreement. Upon the mutual execution and delivery of this Agreement, the parties shall cause this Agreement to be recorded in the real property records of Pierce County, Washington.

16. Authority. Each of the persons executing this Agreement represent and warrant that they are authorized to execute and deliver this Agreement and that all corporate or municipal action required to authorize such execution and to approve the performance of the terms and conditions set forth herein has been duly taken by the party on whose behalf they have appeared.

17. Benefits and Burdens. The burdens and benefits of this Agreement are intended to attach to and run with the land. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the City, OPG, and their respective successors and assigns.

18. Notices. All notices under this Agreement shall be in writing and delivered (a) in person, or (b) via confirmed telephonic facsimile and subsequently by registered or certified mail, return receipt requested, postage prepaid. Notices shall be sent to the other party at the address or facsimile number listed below or such other addresses and facsimile

numbers as may from time to time be designated by any such party in writing. Notices shall be deemed given when first actually delivered.

19. Attorneys Fees and Costs. If the City or OPG shall bring any action arising out of this Agreement, the losing party shall pay the prevailing party its reasonable attorneys fees and costs in such suit, at trial and on appeal, and such attorneys fees and costs shall be deemed to have accrued on the commencement of such action.

20. General. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. This Agreement may be executed and delivered in counterparts.

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

CITY:

THE CITY OF GIG HARBOR, WASHINGTON,
a Washington municipal corporation

By _____
Its Mayor

Address:
3105 Judson Street
Gig Harbor, Washington 98335
Tel: (253) 851-8145
Fax: (253) 853-7597

ATTEST:

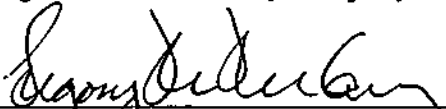
APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
City Attorney

OPG:

OLYMPIC PROPERTY GROUP LLC
a Washington limited liability company

By 
Printed Name GREGORY M. MCCARR
Title PRESIDENT

Address:
Olympic Property Group LLC
19245 Tenth Avenue N.E.
P.O. Box 1780
Poulsbo, WA 98370
Tel: 360-697-6626
Fax: 360-697-1156

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this _____ day of _____, 2000, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gretchen A. Wilbert, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument as the Mayor of the City of Gig Harbor, Washington, and acknowledged said instrument to be the free and voluntary act and deed of said City for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

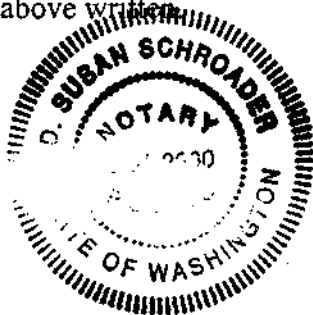
WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires _____
Print Name _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this 17 day of April, 2000, before me, a Notary Public in and for the State of Washington, personally appeared Gregory M. McCarry, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the President of OLYMPIC PROPERTY GROUP LLC to be the free and voluntary act and deed of said limited liability company for the uses and purposes mentioned in the instrument.

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



D. Susan Schroader
NOTARY PUBLIC in and for the State of
Washington, residing at Port Ludlow
My appointment expires 8-1-00
Print Name D. Susan Schroader

EXHIBITS:

- A - Description of the Property
- B - Description of Storm Water Pond Easement Area
- C - Storm Water Pond Easement Area

EXHIBIT A

**Description of the Property
(Peacock Hill)**

PARCEL A:

THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M.;

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

PARCEL B:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M.; EXCEPT ANY PORTION THEREOF LYING WITHIN PEACOCK HILL AVENUE N.W. (PURDY-GIG HARBOR CO. RD.);

AND

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31; EXCEPT ANY PORTION THEREOF LYING WITHIN PEACOCK HILL AVENUE N.W. (PURDY-GIG HARBOR CO. RD.);

AND

THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION;

AND

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION;

AND

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION;

AND

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION;

AND

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION; EXCEPT THE SOUTH HALF OF THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER.

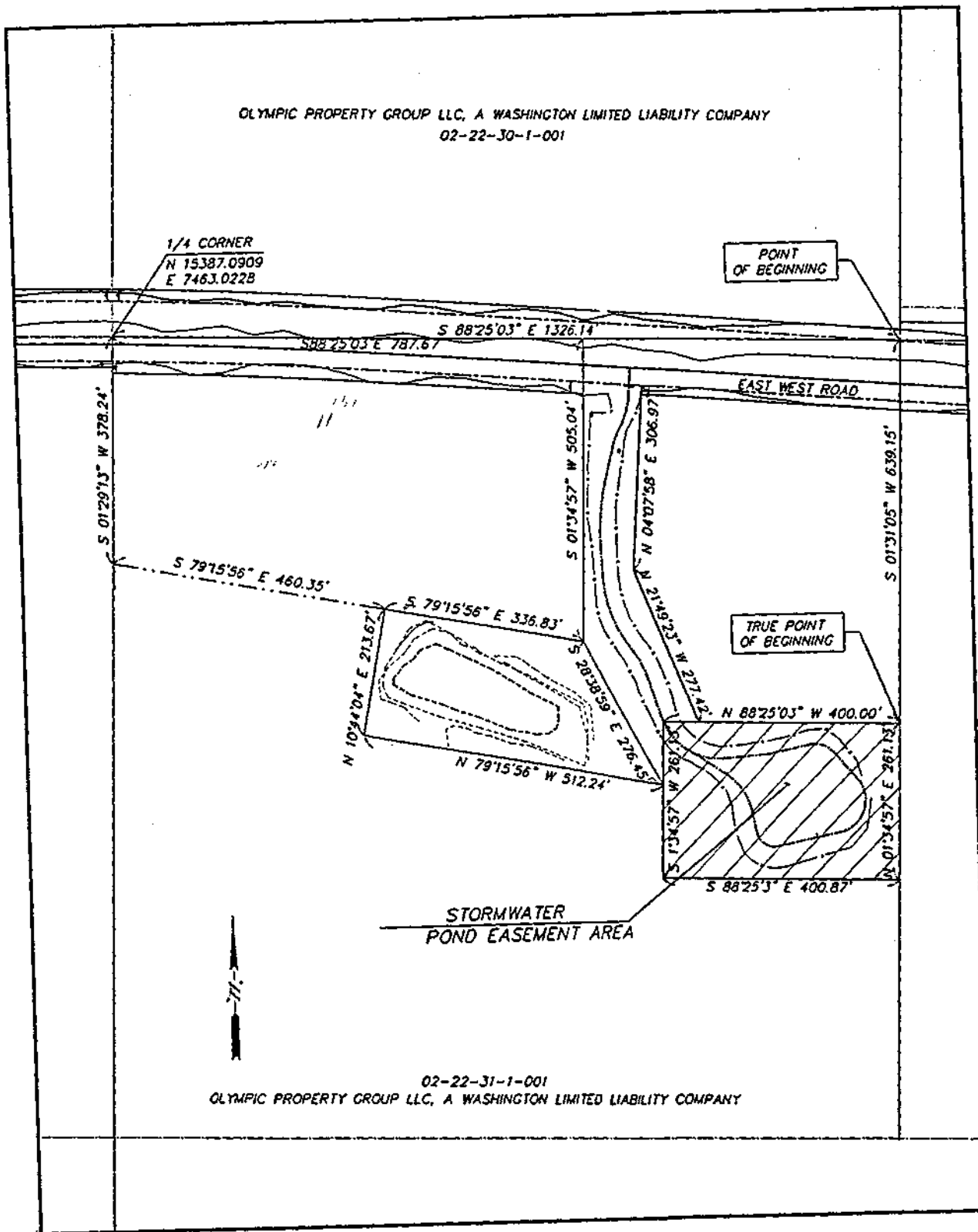
SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

EXHIBIT B

Description of Storm Water Pond Easement Area

Beginning at the Northeast corner of the West half of the Northeast quarter of SECTION 31, SOUTH 639.15 feet along a bearing of South 01°, 31', 05" West to the TRUE POINT OF BEGINNING; thence North 88°, 25', 03" West 400 feet; thence South 01°, 34', 57" West 261.13 feet; thence South 88°, 25', 03" East 400.87 feet; thence North 01°, 34', 57" East 261.13 feet; to the TRUE POINT OF BEGINNING.

EXHIBIT C
STORMWATER POND EASEMENT AREA





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 *DRS*
SUBJECT: EAST WEST ROAD (BORGEN BLVD.)
- WETLANDS EASEMENT AGREEMENT
LOGAN INTERNATIONAL CORPORATION
DATE: APRIL 14, 2000

INTRODUCTION/BACKGROUND

As defined in the 2000 budget, an objective in the street department is the construction of the East West Road from the Swede Hill interchange to Peacock Hill Avenue.

The City is required to construct wetland mitigation sites to comply with the Army Corps of Engineers 401 Certification. The location of the proposed wetland mitigation site is approximately 300 feet south of the East West Road. To construct this pond the City requires an approximate 62,300 square foot permanent easement on Parcel No. 0222361069.

Logan International Corporation (Logan) is the current property owner and has agreed to the conditions of the Wetlands Easement Agreement.

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.

WETLANDS EASEMENT AGREEMENT

THIS WETLANDS EASEMENT AGREEMENT (this "Agreement") dated as of the ____ day of _____, 2000, is made by and between THE CITY OF GIG HARBOR, WASHINGTON, a Washington municipal corporation (the "City"), and LOGAN INTERNATIONAL CORPORATION, A WASHINGTON CORPORATION ("LOGAN").

RECITALS

A. LOGAN is the owner of real property situated in the City of Gig Harbor, Pierce County, Washington, legally described on Exhibit A attached hereto (the "Property").

B. The City and LOGAN, together with Olympic Property Group LLC, a Washington Limited Liability Company ("LOGAN"), are parties to that certain Agreement for Dedication of Right-of-Way to the City of Gig Harbor dated September 23, 1996 (the "Dedication Agreement"), under which Logan and OPG agreed to convey to the City certain interests in rights-of-way across certain lands owned by Logan and OPG for the design, construction, and maintenance of a public roadway commonly known as the East-West Roadway or Swede Hill Corridor Roadway (the "Roadway"). Under the Dedication Agreement, the parties have provided for the design, construction, and maintenance of a two-lane Roadway within the Property.

C. Because the Roadway will increase the impervious surfaces and fill wetlands on the Property, the City must construct wetlands, and wetland mitigation facilities, on the Property. The City has no easement or ownership interest within the Property for wetlands. Therefore, the City desires to obtain from LOGAN, for no monetary consideration, easements within the Property for wetlands, appurtenant facilities, and access thereto.

D. LOGAN has no legal obligation to grant the easement described in this Agreement. However, LOGAN is willing to convey such easement and to abide by the terms and conditions set forth herein, which terms and conditions are acceptable to LOGAN, for no monetary consideration and for no other consideration except the City's faithful performance of the terms and conditions set forth herein, which terms and conditions are acceptable to the City.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Wetlands Easement.** LOGAN hereby conveys to the City, subject to matters of record, a perpetual nonexclusive easement (the "Easement") for the construction, enhancement, installation, maintenance, repair, replacement, and use of artificial and natural wetlands and wetlands buffers required to mitigate adverse impacts to existing wetlands, together with necessary facilities and appurtenances as initially constructed or thereafter modified (the "Facilities"), across, in, over, and through that portion of the Property described on Exhibit B attached hereto (the "Easement Area"). All wetlands buffers that are required by any law, ordinance, or regulation and that relate to any Facilities shall be located within the Easement Area and shall not be located elsewhere upon the Property. The Easement shall benefit the City, any other real property to which the City conveys the benefits of the Easement with the prior written consent of LOGAN, and the Property. Within the Easement Area, no structure, planting, or other material shall be placed or permitted to remain that may damage or interfere with the construction, installation, maintenance, repair, replacement, and use of the Facilities. LOGAN may use the Facilities for the benefit of the Property, provided that prior to such use LOGAN shall bear the cost of any required improvements, obtain all required governmental permits, and comply with all applicable governmental design standards. The City shall be solely liable for the perpetual maintenance and repair of the Facilities.

2. **Drawing.** The location of the Wetlands Easement Area is shown on the drawing attached hereto as Exhibit C.

3. **Temporary Construction Access Permit.** LOGAN hereby conveys to the City, subject to matters of record, a temporary nonexclusive license (the "Construction Access Permit") across, in, through, under, and upon those portions of the Property shown on the Drawing for the initial design, construction, and inspection of the Facilities, including ingress and egress, delivery of construction materials, and operation of construction equipment. The Construction Access Permit shall terminate upon the City Council's acceptance of the Facilities after completion of construction.

4. **Service Area of Facilities.** The Facilities initially shall serve the Roadway but may be modified in the future to serve all or any portion of the Property designated by LOGAN and other real property designated by the City or LOGAN, provided that the City or LOGAN may designate other real property for service by the Facilities only if (a) LOGAN, in its sole and absolute discretion, consents to the service of other real property, and (b) prior to such use the owners of the other real property bear the cost of any required improvements.

5. Construction and Maintenance of Facilities. The Facilities shall be constructed and maintained by the City at its sole cost. In addition, the City shall maintain the portions of the Easement Area upon which the Facilities are located like a reasonably prudent property owner, except with respect to those areas in which LOGAN is engaged in the maintenance or improvement thereof.

6. Future Facility Improvements. At any time and from time to time after the initial construction of the Facilities, LOGAN may at its option request improvements to the Facilities. The City shall grant such requests provided the expense of design and construction of such improvements is paid by LOGAN or the owners of other real property. All improvements to the Facilities shall be designed and constructed in compliance with all applicable code requirements and shall be subject to the City's prior review and approval. LOGAN or the owners of other real property shall obtain all required governmental permits. LOGAN specifically acknowledges that the City has made no representations to LOGAN regarding the applicability or non-applicability of competitive bidding, prevailing wage, or other laws governing public works construction by or for municipalities and that may control all improvements or relocations of Facilities by LOGAN or any other private party.

7. No Easement Warranties. The Easement is conveyed by LOGAN to the City without warranty of any kind, including without limitation seizen, title, possession, and quiet use and enjoyment, and are subject to agreements, covenants, easements, reservations, restrictions, and other matters of record, provided, however, that if the City determines in its sole discretion that it cannot reasonably exercise its rights under this Agreement as a result of some prior inconsistent rights or any easement granted by LOGAN after execution of this Agreement, then the City may terminate this Agreement upon written notice to LOGAN without any liability for such termination and without any further obligation to perform under the terms and conditions of this Agreement.

8. Potential Dedication. At any time and from time to time, LOGAN may at its option dedicate to the City, and the City may in its discretion accept, all or any portion of the Easement Area in fee simple, subject to all matters of record as of the date of this Agreement and subject further to the City's agreement to grant to LOGAN in perpetuity all of the benefits of the terms and conditions of this Agreement.

9. Relocation. LOGAN may relocate any of the Easement Area and Facilities at any time and from time to time at its sole cost and expense, provided that (a) relocated Easement Area and Facilities shall maintain physical continuity with the remainder of such Easement Area and facilities, (b) the use of the Facilities shall not be unreasonably impaired, (c) the aesthetic qualities of the Facilities shall not be unreasonably impaired, (d) the relocated Facilities shall meet all applicable code requirements and LOGAN shall obtain all required governmental permits, (e) the

relocation shall be subject to the City's review and approval, provided that the City's approval shall not be unreasonably withheld. In connection with such relocation, the City and LOGAN shall execute and record in the real property records of Pierce County, Washington, an amendment to this Agreement to provide the revised description of the relocated Easement Area. All of the terms and conditions of this Agreement shall continue to be effective after relocation.

10. Restoration. If the City shall cause any damage to the Property through the exercise of its rights hereunder, it shall promptly restore the Property to its condition before such damage at its sole cost and expense. The proper construction of the Facilities shall not be deemed to be damage to the Property.

11. Indemnification. The City agrees to defend, indemnify, and hold LOGAN harmless from and against any and all loss, damage, claims, penalties, liability, suits, costs, and expenses (including, without limitation, reasonable attorneys fees and costs) suffered or incurred by LOGAN arising out of or related to the City's construction, inspection, installation, maintenance, repair, replacement, or use of the Facilities. It is the intent of this section that the City shall fully assume from LOGAN all liabilities to third parties relating to the portions of the Easement Area upon which the Facilities are located as though the City were the reasonably prudent property owner of such portions, except with respect to those areas in which LOGAN is engaged in the maintenance or improvement thereof.

LOGAN agrees to defend, indemnify, and hold the City harmless from and against any and all loss, damage, claims, penalties, liability, suits, costs, and expenses (including, without limitation, reasonable attorneys fees and costs) suffered or incurred by the City arising out of or related to LOGAN's construction, inspection, installation, maintenance, repair, replacement, or use of any of LOGAN's improvements within the Easement Area, including but not limited to Facilities relocated by LOGAN, provided, however, that with respect to LOGAN's improvements that are expansions or relocations of or improvements to the Facilities LOGAN's obligations shall terminate six (6) years after the City's acceptance of such improvements after completion of construction.

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 City and LOGAN, their respective directors, officers, officials, employees, agents, contractors, and representatives, the obligations and liabilities of the City and LOGAN under this section shall be only to the extent of their respective negligence.

12. LOGAN's Use of the Property. LOGAN shall not damage or obstruct the use of the Facilities within the Easement Area. LOGAN shall permit no building, permanent structure, appurtenance, landscaping, or other activity on or about the

Easement Area that would obstruct access to the Facilities or that would in any manner adversely affect the construction, inspection, installation, maintenance, repair, replacement, and use of the Facilities, except upon the prior written consent of the City's public works director, city administrator or manager, or City Council. Paved and unpaved parking areas, trails, sidewalks, roadways, and appurtenant facilities may be constructed within the Easement Area, provided that they do not damage the Facilities and are maintained by LOGAN. Otherwise, LOGAN may use the Easement Area for the construction, installation, maintenance, repair, replacement, and use of buildings and other structures, including without limitation recreation facilities, works of art, fountains, ponds, other water features, and appurtenant facilities. LOGAN shall not deposit or release hazardous substances upon, within, or about the Easement Area. For purposes of this Agreement, "release" and "hazardous substance" shall be defined in RCW 70.105D.020, as it exists now or is hereafter amended, and as such terms are defined in any other applicable federal or state law.

13. Public Access. The City may, in its sole discretion, grant to the public a nonexclusive easement within the Easement Area for passive recreation not inconsistent with the rights of the City and LOGAN under this Agreement.

14. Assignment. The City may not assign its rights and obligations under this Agreement to any person or entity without the prior written consent of LOGAN in each instance.

15. Recordation of Agreement. Upon the mutual execution and delivery of this Agreement, the parties shall cause this Agreement to be recorded in the real property records of Pierce County, Washington.

16. Authority. Each of the persons executing this Agreement represent and warrant that they are authorized to execute and deliver this Agreement and that all corporate or municipal action required to authorize such execution and to approve the performance of the terms and conditions set forth herein has been duly taken by the party on whose behalf they have appeared.

17. Benefits and Burdens. The burdens and benefits of this Agreement are intended to attach to and run with the land. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the City, LOGAN, and their respective successors and assigns.

18. Notices. All notices under this Agreement shall be in writing and delivered (a) in person, or (b) via confirmed telephonic facsimile and subsequently by registered or certified mail, return receipt requested, postage prepaid. Notices shall be sent to the other party at the address or facsimile number listed below or such other addresses and facsimile numbers as may from time to time be designated by any such

party in writing. Notices shall be deemed given when first actually delivered.

19. Attorneys Fees and Costs. If the City or LOGAN shall bring any action arising out of this Agreement, the losing party shall pay the prevailing party its reasonable attorneys fees and costs in such suit, at trial and on appeal, and such attorneys fees and costs shall be deemed to have accrued on the commencement of such action.

20. General. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. This Agreement may be executed and delivered in counterparts.

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

CITY: THE CITY OF GIG HARBOR, WASHINGTON,
a Washington municipal corporation

By _____
Its Mayor

Address:
3105 Judson Street
Gig Harbor, Washington 98335
Tel: (253) 851-8145
Fax: (253) 853-7597

ATTEST:

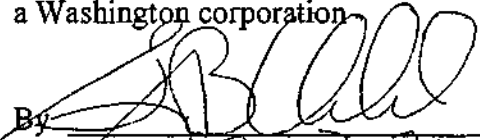
APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
City Attorney

LOGAN:

LOGAN INTERNATIONAL CORPORATION,
a Washington corporation

By: 
Printed Name Greg B. Elderton
Title Agent

Address:
923 Powell Avenue S.W., Suite 101
P.O. Box 860
Renton, WA 98057
Tel: (425) 271-3550
Fax: (425) 255-8567

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this _____ day of _____, 2000, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gretchen A. Wilbert, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument as the Mayor of the City of Gig Harbor, Washington, and acknowledged said instrument to be the free and voluntary act and deed of said City for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

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

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires _____
Print Name _____

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 18th day of April, 2000, before me, a Notary Public in and for the State of Washington, personally appeared Greg B. Elderkin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Agent of LOGAN INTERNATIONAL CORPORATION to be the free and voluntary act and deed of said limited liability company for the uses and purposes mentioned in the instrument.

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

Erinn J. Ford
NOTARY PUBLIC in and for the State of
Washington, residing at Renton
My appointment expires 6-9-00
Print Name Erinn J. Ford

EXHIBITS:

- A - Description of the Property
- B - Description of Wetlands Easement Area
- C - Wetlands Easement Area

EXHIBIT A

Description of the Property

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 22 NORTH, RANGE 1 EAST OF THE W.M.

EXCEPT PRIMARY STATE HIGHWAY NO. 14.

ALSO EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON FOR STATE ROAD NO. 16 MP 8.34 TO MP 18.87 NARROWS BRIDGE TO OLYMPIC DRIVE, AS DESCRIBED IN DEED RECORDED UNDER RECORDING NO. 2397369.

ALSO EXCEPT GIG HARBOR-LONGBRANCH-PURDY-KITSAP COUNTY ROAD.

ALSO EXCEPT SEHMEL COUNTY ROAD.

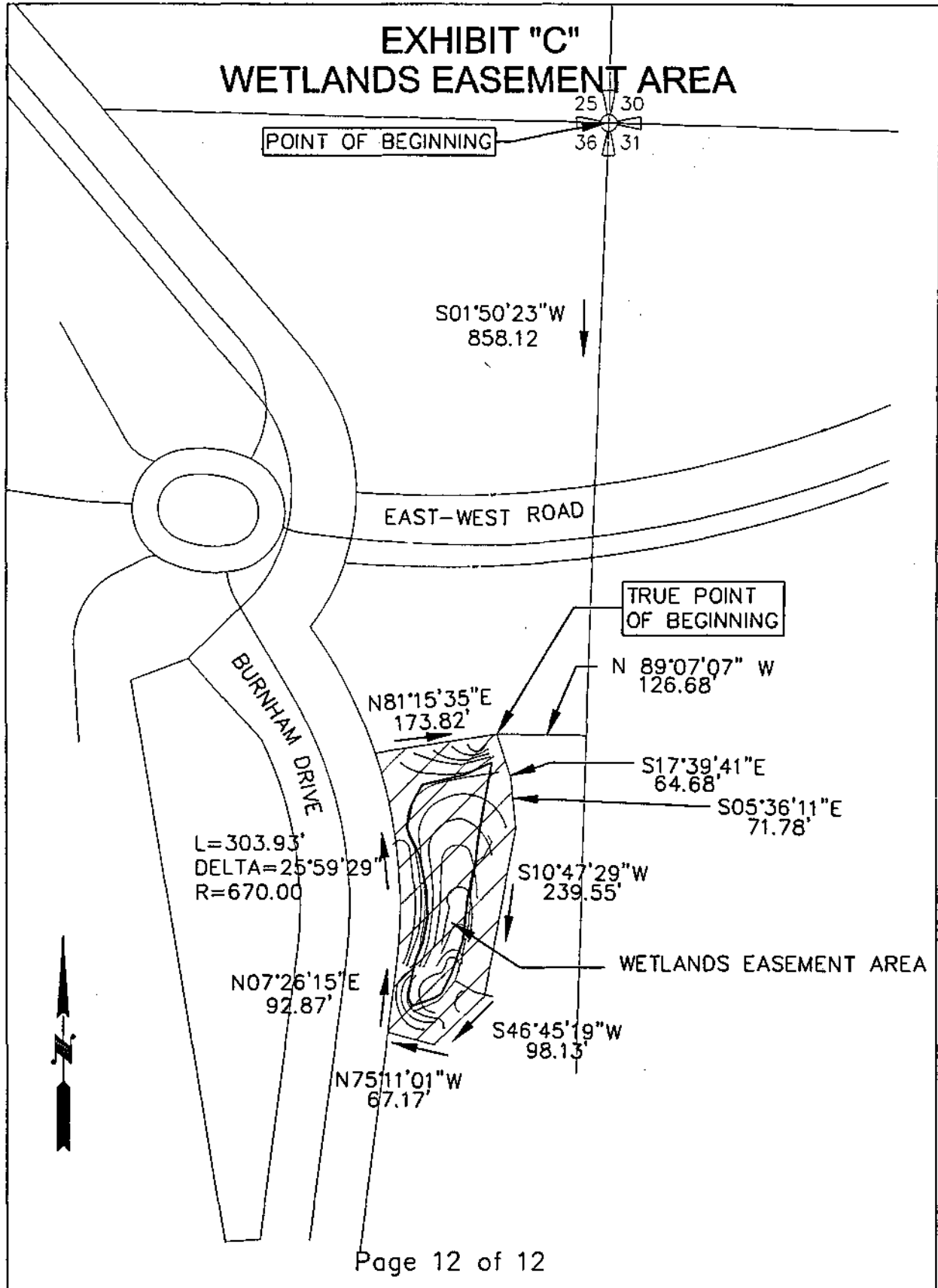
SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

EXHIBIT B

Description of Wetlands Easement Area

Beginning at the most Northeasterly corner of Section 36; thence South $01^{\circ}50'23''$ West 858.12-feet; thence North $89^{\circ}07'07''$ West 126.68-feet to the TRUE POINT OF BEGINNING; thence South $17^{\circ}39'41''$ East-64.68-feet; thence South $05^{\circ}36'11''$ East 71.78-feet; thence South $10^{\circ}47'29''$ West 239.55-feet; thence South $46^{\circ}45'19''$ West 98.13-feet; thence North $75^{\circ}11'01''$ West 67.17-feet; thence North $07^{\circ}26'15''$ East 92.87-feet to a point on a tangent curve, concave Northwesterly, having a radius of 670-feet, a radial to said curve bears North $82^{\circ}33'45''$ West; thence Northwesterly along said curve, through a central angle of $25^{\circ}59'29''$, an arc distance of 303.93-feet, thence North $81^{\circ}15'35''$ East 173.82-feet to the TRUE POINT OF BEGINNING.

EXHIBIT "C" WETLANDS EASEMENT AREA





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 *DKS*
SUBJECT: POINT FOSDICK DRIVE IMPROVEMENT PROJECT
(CSP NO. 9806) – BID AWARD
DATE: APRIL 19, 2000

INTRODUCTION/BACKGROUND

A budgeted item for 2000 is the construction of a five-lane roadway and sidewalk improvement project along the commercial frontages on Point Fosdick Drive from 48th Street to approximately 400-ft. south of 44th Street. Improvements include four through lanes with a two-way left-turn lane, bicycle lanes, curbs, gutters and sidewalk with landscaped planter strips, storm sewer improvements, and provisions for future signalization. The Transportation Improvement Board (TIB) has approved the Urban Arterial Trust Account (UATA) funding participation at 80% of eligible project costs.

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

OLALLA HILLS EXCAVATING, INC.	\$698,901.04	LOOKER & ASSOCIATES	\$808,273.75
WAGNER DEVELOPMENT	\$699,819.75	ACTIVE CONSTRUCTION	\$820,366.60
PAPE & SONS, INC.	\$735,587.70	C.A. GOODMAN	\$837,688.75
HARLOW CONSTRUCTION, INC.	\$747,599.20	CASCADIA CIVIL	\$855,115.20
HARBORSIDE INC.	\$769,364.50	TUCCI & SONS, INC.	\$897,710.70
ACE PAVING	\$807,393.12		

The lowest bid proposal received was from Olalla Hills Excavating, Inc., in the corrected amount of six hundred ninety-eight thousand nine hundred one dollars and four cents (\$698,901.04). This project is a public street improvement and the City will not pay State of Washington sales tax for road, storm, and water improvements. Any state sales tax required is included in the unit bid prices.

ISSUES/FISCAL IMPACT

The low bid is under the Engineer's estimate of \$759,186.50. This work was anticipated in the approved 2000 Budget.

RECOMMENDATION

I recommend Council authorize award and execution of the contract for the Point Fosdick Improvement Project (CSP No. 9806) to Olalla Hills Excavating, Inc., as the lowest responsible bidder, for their bid proposal amount of six hundred ninety-eight thousand nine hundred one dollars and four cents (\$698,901.04).

POINT FOSDICK DRIVE IMPROVEMENT PROJECT
CSP 9806

CONTRACT

THIS AGREEMENT, made and entered into, this ____ day of _____, 200__, by and between the City of Gig Harbor, a Charter Code city in the State of Washington, hereinafter called the "City", and Olalla Hills Excavating, Inc., hereinafter called the "Contractor."

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary to complete the construction of approximately 0.31 miles of improvements which will provide a five lane roadway with bicycle lanes, concrete curb and gutter, and underground stormwater detention system. Additional improvements will include sidewalks with a landscape strip on both sides, and provisions for future street lighting and signalization, and other work. This work includes, but is not limited to, survey, earthwork and grading, concrete placement and finishing storm drainage installation, and other improvements, and shall perform any changes in the work, all in full compliance with the contract documents entitled "Point Fosdick Drive Improvement Project, CSP 9806," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said contract documents, including the schedule of prices in the "Proposal," the sum six hundred ninety-eight thousand nine hundred one dollars and four cents (\$ 698,901.04), subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.
2. Work shall commence and contract time shall begin on the first working day following the tenth (10th) calendar day after the date the City executes the Contract, or the date specified in the Notice to Proceed issued by the City's Public Works Director, whichever is later. All physical contract work shall be completed within sixty (60)-working days.
3. The Contractor agrees to pay the City the sum of \$ 1747.00 per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
4. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
5. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Bid Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Washington State Department of Transportation's "1998 Standard Specifications for Road, Bridge, and Municipal Construction," including the American Public Works Association (APWA) Supplement to Division 1.

CONTRACT: Point Fosdick Drive Improvement Project, CSP 9806

6. The City agrees to pay the Contractor for materials furnished and work performed in the manner and at such times as set forth in the Contract Documents.
7. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
8. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed the day and year first hereinabove written:

CITY of GIG HARBOR:

CONTRACTOR:

Gretchen A. Wilbert, Mayor
City of Gig Harbor
Date: _____

Print Name: _____
Print Title: _____
Date: _____

ATTEST:

City Clerk

APPROVED FOR FORM:

City Attorney



RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
 License Division - 3000 Pacific, P.O. Box 43075
 Olympia, WA 98504-3075
 (360) 664-1600

RECEIVED

APR 10 2000

DATE: 4/07/00

TO: CITY OF GIG HARBOR

CITY OF GIG HARBOR

RE: APPLICATION FOR ADDED PRIVILEGE

APPLICANTS:

License: 074950 - 2F County: 27
 Tradename: MARCO'S RESTAURANT
 Loc Addr: 7707 PIONEER WAY
 GIG HARBOR WA 98335

WAMBOLD, KYONG MI 1965-04-18 533-72-6519
 WAMBOLD, MARK HENRY 1965-02-09 432-80-7517

Mail Addr: P O BOX 2591
 GIG HARBOR WA 98335-4591

Phone No.: 253-858-2899 KYONG WAMBOLD

Privileges Upon Approval:
 BEER/WINE REST - BEER/WINE
 OFF PREMISES

As required by RCW 66.24.010(8), you are notified that application has been made to the Washington State Liquor Control Board for a license to conduct business. If return of this notice is not received in this office within 20 DAYS from the date above, it will be assumed that you have no objection to the issuance of the license. If additional time is required you must submit a written request for an extension of up to 20 days. An extension of more than 20 days will be approved only under extraordinary circumstances.

- | | YES | NO |
|--|--------------------------|--------------------------|
| 1. Do you approve of applicant ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? | <input type="checkbox"/> | <input type="checkbox"/> |

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

DATE _____ SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE _____

WASHINGTON STATE LIQUOR CONTROL BOARD-License Services
3000 PACIFIC AVE PO Box 43075
Olympia WA 98504-3075

TO: MAYOR OF GIG HARBOR

April 4, 2000

RECEIVED

SPECIAL OCCASION # 072302

APR 7 - 2000

ROTARY CLUB OF GIG HARBOR
5801 SOUNDVIEW DR #255
GIG HARBOR, WA 98335

CITY OF GIG HARBOR

DATE: JUNE 16, 2000

TIME: 6PM TO 10PM

PLACE: GIG HARBOR YACHT CLUB - 8209 STINSON, GIG HARBOR

CONTACT: JERRY WALSTON - 253-857-3897

SPECIAL OCCASION LICENSES

- * License to sell beer on a specified date for consumption at specific place.
- * License to sell wine on a specific date for consumption at a specific place.
- * Beer/Wine in unopened bottle or package in limited quantity for off premises consumption.
- * Spirituous liquor by the individual glass for consumption at a specific place.

If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objection to the issuance of the license. If additional time is required please advise.

1. Do you approve of applicant? YES__ NO__
2. Do you approve of location? YES__ NO__
3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? YES__ NO__

OPTIONAL CHECK LIST

EXPLANATION

LAW ENFORCEMENT	_____	YES__ NO__
HEALTH & SANITATION	_____	YES__ NO__
FIRE, BUILDING, ZONING	_____	YES__ NO__
OTHER:	_____	YES__ NO__

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: RAY GILMORE, DIRECTOR, PLANNING AND BUILDING
SUBJECT: CLOSED RECORD APPEAL – HARBOR WEST SUBDIVISION
(SUB98-01)
DATE: April 20, 2000

INTRODUCTION/BACKGROUND

Council has been provided several documents relative to the above referenced application, including the availability of a complete transcript of the public hearings. In 1998, Mr. Don Huber and Mr. Clark McGowan submitted an application for a 149 lot subdivision (Harborwest). A public hearing was conducted on the application on May 5, 1999. The public hearing was consolidated with the hearing on an appeal filed on the issuance of a SEPA mitigated determination of non-significance (MDNS). Two additional hearings were conducted on May 19 and May 26. A final hearing was conducted on December 8, 1999 to accept testimony on issues limited to transportation, a habitat assessment prepared by the applicant and to permit interested parties the opportunity to submit questions to the SEPA responsible official.

POLICY ISSUES

The Council has concluded it's closed record hearing on the appeal at its last meeting on April 10th. At that meeting, Council permitted appellants to provide written briefs supporting their appeals. Legal counsel Carol Morris has reviewed the briefs submitted and has provided comment to Mayor and Council and to the appellants, as appropriate.

RECOMMENDATION

This meeting is not a public hearing and public comment should not be accepted. At Council's direction, staff will prepare a resolution supporting the final decision of the Council. The resolution will be presented to Council at the next regular meeting (May 8th).



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR
SUBJECT: SECOND READING OF ORDINANCE - ACCEPTING A DONATION
FROM PENINSULA NEIGHBORHOOD ASSOCIATION FOR THE
BORGEN PROPERTY
DATE: APRIL 17, 2000

INFORMATION/BACKGROUND

The Peninsula Neighborhood Association has donated \$50.00 to the City to be placed in the general fund for the Borgen site, and applied toward a statue of George Borgen to be placed on the site, if one is included in the future plans for the property. In order to accept a donation, the City must pass an ordinance accepting the donation and terms and conditions. This ordinance accepts the donation, with the condition that the funds be used for the Borgen property.

The donation has been receipted and placed in the General Fund.

RECOMMENDATION

Staff recommends adoption of the ordinance at its second reading.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ACCEPTING A DONATION OF FIFTY DOLLAR (\$50.00) FROM THE PENINSULA NEIGHBORHOOD ASSOCIATION AS A CONTRIBUTION FOR THE FUTURE DEVELOPMENT OF THE BORGEN PROPERTY.

WHEREAS, pursuant to RCW 35.21.100, the City of Gig Harbor may accept any donations of money by ordinance, and may carry out the terms of the donation, if the same are within the powers granted to the City by law; and

WHEREAS, the City has received cash in the amount of fifty dollars (\$50.00) from the Peninsula Neighborhood Association, to be used for the purpose of future development of the Borgen Property; now, therefore,

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

Section 1. Acceptance of Donation. The City Council hereby accepts the fifty dollar (\$50.00) donation from the Peninsula Neighborhood Association.

Section 2. Finance Director to Receipt Funds. The Finance Director shall deposit the donation in the City's General Fund, and shall earmark the funds to be used for the purposes described in this ordinance.

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

APPROVED:

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

FILED WITH THE CITY CLERK: 3/29/00
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:

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

On _____, 2000, 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, ACCEPTING A DONATION OF FIFTY
DOLLAR (\$50.00) FROM THE PENINSULA
NEIGHBORHOOD ASSOCIATION AS A CONTRIBUTION
FOR THE FUTURE DEVELOPMENT OF THE BORGEN
PROPERTY.**

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 _____, 2000.

BY: _____
Molly M. Towslee, City Clerk



Peninsula Neighborhood Association
P.O. Box 507, Gig Harbor, WA 98335 (206) 858-3400

100-19-0000/11/14/15
100-19-0000/11/14/15
100-19-0000/11/14/15

March 27, 2000

RE: Borgen Site Check Donation

Dear Mayor Wilbert and City Councilmembers:

The Peninsula Neighborhood Association (PNA) congratulates the Gig Harbor City Council for the purchase and future development of the George Borgen property.

As a sign of PNA's support, I would like to present this check to the City Council for \$50.00. PNA would like this gift to be applied toward the proposed statue of George Borgen to be placed on the property. If the statue is not constructed, please apply the donation to a general fund for the Borgen site.

George Borgen typified the friendly warmth that makes Gig Harbor such a pleasant community. PNA is proud to be part of perpetuating this kind of community spirit. It makes the Gig Harbor area a truly personal place in which to live.

Sincerely,

John S. Mayers
President



PENINSULA NEIGHBORHOOD ASSOCIATION
P.O. BOX 507 253-858-3400
GIG HARBOR, WA 98335

2826

DATE March 27, 2000

98-8411251

PAY TO THE ORDER OF City of Gig Harbor

\$ *50.00

Fifty & no/100-----

DOLLARS



HARBOR BANK
7022 PIONEER WAY
P.O. BOX 2329
GIG HARBOR, WA 98335
206-853-5000

FOR Borgen Property -statue

[Handwritten Signature]
Carmela Micheli

⑈002826⑈ ⑆125108418⑆0115003246⑈



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
**SUBJECT: PETITION FOR THE ESTABLISHMENT OF A MUNICIPAL
DEPARTMENT OF THE DISTRICT COURT**
DATE: APRIL 20, 2000

BACKGROUND

This is a petition to the Pierce County Council for the establishment of a municipal department of the district court. When the County Council accepts this petition, it will be referred to the Redistricting Committee for consideration. The Redistricting committee will consider the requirements of RCW 3.46.040 relative to this petition, and may have observations and conditions that will need to be incorporated into the interlocal agreement between Pierce County and the City.

The City may withdraw from this process up to the point of acceptance by the County Council.

FINANCIAL AND OTHER CONSIDERATIONS

The City will realize approximately a \$100,000 net savings annually through this establishment process. These savings are expected to increase in the future because court costs are increasing faster than related revenues. Under the terms of the current draft interlocal agreement with Pierce County, the county will retain all fines, fees and penalties, and the City will pay an additional \$26,000 per year. It is our intention that this will cover the entire operational costs of the Municipal Division to include the City's fair share of the judge's salary. Incarceration and City Attorney prosecution costs will be in addition to those noted above.

RECOMMENDATION

Staff recommends approval of this petition to the Pierce County Council for a Municipal Division of District Court No. 2.

**PETITION FOR THE ESTABLISHMENT OF
A MUNICIPAL DEPARTMENT OF THE
DISTRICT COURT.**

**A PETITION OF THE CITY OF GIG HARBOR, WASHINGTON,
DIRECTED TO THE PIERCE COUNTY COUNCIL, REQUESTING
THAT THE PIERCE COUNTY COUNCIL ESTABLISH A MUNICIPAL
DEPARTMENT OF THE PIERCE COUNTY DISTRICT COURT,
PURSUANT TO RCW 3.46.040.**

WHEREAS, the parties have engaged in preliminary negotiations for an interlocal agreement which would provide for the transfer of certain court responsibilities to Pierce County, only if the Pierce County Council establishes a Municipal Department of the District Court, as allowed by RCW 3.46.040; and

WHEREAS, a petition must be addressed to the Pierce County Council to initiate this process; and

WHEREAS, RCW 3.46.040 allows the City to withdraw its petition any time prior to the adoption of a districting plan by the County Council, and thereupon the Municipal Department shall not be established;

NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON,
PETITIONS THE PIERCE COUNTY COUNCIL AS FOLLOWS:

Section 1. Creation of a Municipal Department. The City of Gig Harbor hereby petitions the Pierce County Council to establish a Municipal Department of the District Court.

Section 2. Number of Full-time Judges Needed for the Municipal Department. The City believes that zero full-time judges are required for the Municipal Department.

Section 3. Amount of time for which Part-time Judge is Needed. The City believes that a part-time judge is needed for 16 hours per week.

Section 4. Elected or Appointed Judges. The judge for the Municipal Department shall be appointed.

Section 5. Temporary Appointment. A temporary appointment of a municipal judge shall be made to fill each elective position until the next election for district judges.

Section 6. Judicial Salaries. The salary of the judge shall be paid as set forth in RCW 3.46.090.

Section 7. Vacancies. Vacancies in judicial positions shall be filled as set forth in RCW 3.46.100.

Section 8. Revenue. Disposition of all revenue, interest, penalties, etc. received by the Municipal Department shall follow the procedures in RCW 3.46.120.

Section 9. Facilities. All facilities shall be furnished as per the interlocal agreement between the City of Gig Harbor and Pierce County.

Section 10. Personnel. All personnel of the Municipal Department shall be classified in accordance with the interlocal agreement between the City of Gig Harbor and Pierce County.

Section 11. Termination of Municipal Department. The City and County agree that the interlocal agreement to be negotiated and executed regarding the Municipal Court will address termination of the Municipal Department, and that RCW 3.46.150 shall not apply.

Section 12. Request for the County to Begin Work on Districting Plan. The City requests that the Pierce County Council accept this Petition and begin work on the Districting Plan. However, the City intends to withdraw this petition before the Districting Plan is adopted by the Pierce County Council if the parties are not able to negotiate and execute an interlocal agreement covering the subject of this petition. The Pierce County Council must provide the City Council advance notice of the adoption of such Districting Plan, so that the City may determine whether to withdraw its Petition as provided in this section.

PASSED by the City Council of the City of Gig Harbor this ____ day of _____, 2000.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

BY. _____
CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM:

BY. _____
CITY ATTORNEY, CAROL A. MORRIS

FILED WITH THE CITY CLERK: 4/20/00
PASSED BY THE CITY COUNCIL:
EFFECTIVE DATE:



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH DR
DATE: APRIL 17, 2000
SUBJECT: 1st QUARTER FINANCIAL REPORTS

The financial reports for the first quarter of 2000 are attached.

Total resources, including all revenues and beginning cash balances, are at 44% of the annual budget. Revenues, excluding cash balances, are at 13% of the annual budget while expenditures are at 9%.

General Fund revenues (excluding beginning balance) are at 25% of budget. Sales tax receipts for the quarter are slightly ahead of pace at 27%. Property taxes are at 3% of budget. The major property tax distributions are collected in the second and fourth quarters.

General Fund expenditures are at 16% of budget. 29% of the Administrative/Finance budget has been spent. This is due to the purchase of the new financial system. All other General Fund departments are below 25% of budgeted expenditures.

Street revenues and expenditures, excluding fund balances are only 2 and 4% of budget.

Thus far this year, we have received \$35,941 in Hotel-Motel taxes. Through March we have distributed \$97,755 in support of budgeted tourism-related projects. This represents 97% of budgeted expenditures for 2000.

Water and Sewer revenues are at 18 and 22% of budget. Water and Sewer expenditures are each at 15% of budget.

All funds have adequate cash on hand to meet upcoming obligations.

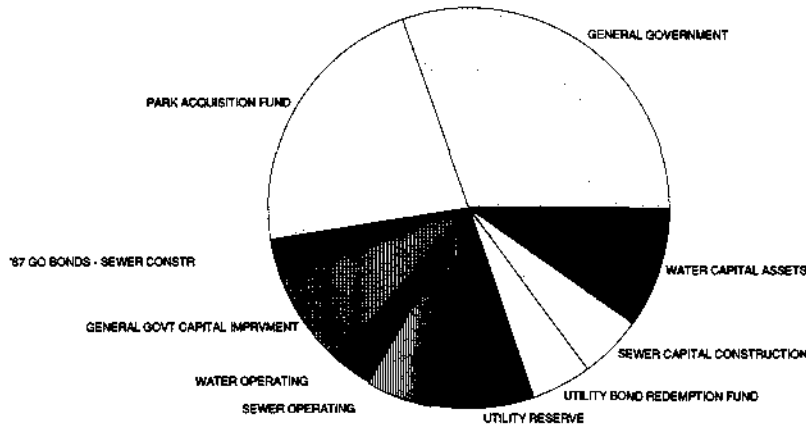
**CITY OF GIG HARBOR
CASH AND INVESTMENTS
YEAR TO DATE ACTIVITY
AS OF MARCH 31, 2000**

FUND NO.	DESCRIPTION	BEGINNING BALANCE	REVENUES	EXPENDITURES	OTHER CHANGES	ENDING BALANCE
001	GENERAL GOVERNMENT	\$2,085,706	\$1,042,142	\$908,953	(\$93,193)	\$2,125,702
101	STREET FUND	279,480	170,112	263,359	(16,873)	169,360
105	DRUG INVESTIGATION FUND	15,174	2,347	7,014	(375)	10,132
107	HOTEL-MOTEL FUND	151,185	37,140	97,755	-	90,571
109	PARK ACQUISITION FUND	1,573,492	17,303	42,601	(1,680)	1,546,514
203	'87 GO BONDS - SEWER CONSTR	227,521	4,545	-	(65)	232,000
208	91 GO BONDS & 97 LTGO BONDS	25,430	481	-	(143)	25,768
301	GENERAL GOVT CAPITAL ASSETS	130,034	27,251	404	-	156,880
305	GENERAL GOVT CAPITAL IMPRVMENT	505,316	32,471	-	-	537,787
401	WATER OPERATING	242,086	148,481	145,958	(24,262)	220,347
402	SEWER OPERATING	325,662	232,014	182,094	(3,464)	372,117
407	UTILITY RESERVE	558,759	15,980	-	-	574,738
408	UTILITY BOND REDEMPTION FUND	320,607	65,674	48,331	-	337,950
410	SEWER CAPITAL CONSTRUCTION	606,502	20,032	34,383	(232,435)	359,717
411	STORM SEWER OPERATING	109,816	82,174	53,343	49,330	187,976
420	WATER CAPITAL ASSETS	690,146	14,740	20,633	(1,848)	682,406
605	LIGHTHOUSE MAINTENANCE TRUST	1,667	23	-	-	1,690
631	MUNICIPAL COURT	7,057	15,875	15,875	(7,057)	-
801	CLEARING CLAIMS	-	-	-	-	-
		<u>\$7,855,640</u>	<u>\$1,928,785</u>	<u>\$1,820,703</u>	<u>(\$332,065)</u>	<u>\$7,631,656</u>

**COMPOSITION OF CASH AND INVESTMENTS
AS OF MARCH 31, 2000**

	MATURITY	RATE	BALANCE
CASH ON HAND			\$300
CASH IN BANK		1.490%	467,778
LOCAL GOVERNMENT INVESTMENT POOL		5.766%	6,197,320
RESTRICTED CASH			66,258
FEDERAL HOME LOAN BANK	11/26/2002	5.755%	100,000
FEDERAL HOME LOAN BANK	09/10/2003	6.060%	300,000
FEDERAL HOME LOAN MTG CORP CPN	03/08/2004	6.300%	300,000
FEDERAL NATL MTG ASSN MED TERM NOTE	03/12/2004	6.000%	200,000
			<u>\$7,631,656</u>

Ending Cash Balances By Fund

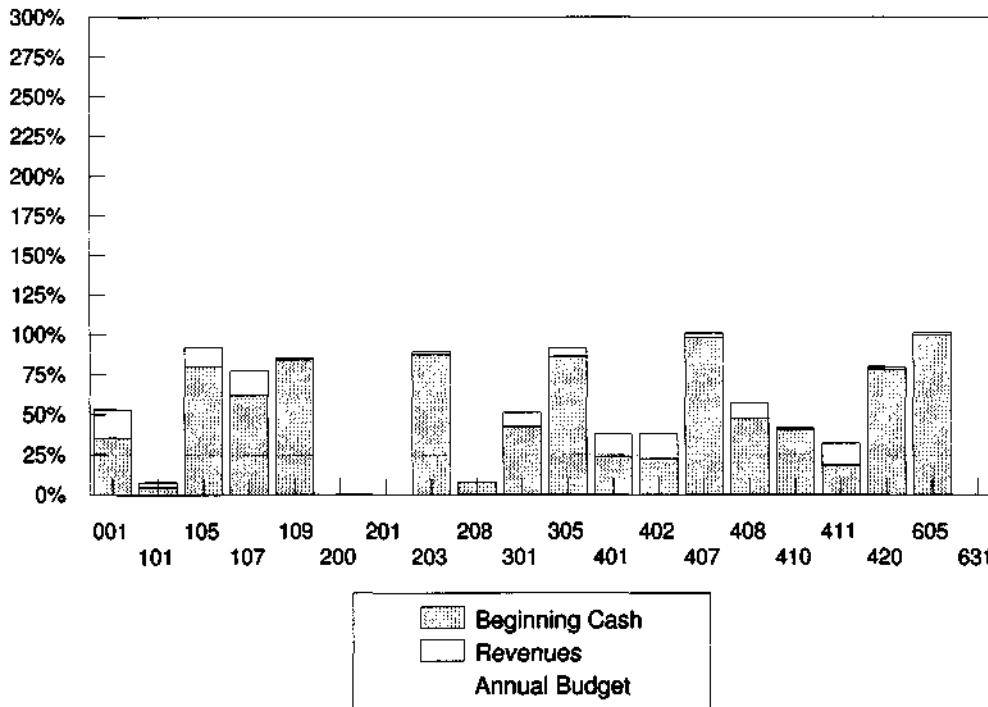


Smaller balances are excluded from chart

**CITY OF GIG HARBOR
YEAR-TO-DATE RESOURCE SUMMARY
AND COMPARISON TO BUDGET
FOR PERIOD ENDING MARCH 31, 2000**

FUND NO.	DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT	\$5,898,579	\$3,127,848	\$2,770,731	53.03%
101	STREET FUND	5,766,002	449,592	5,316,410	7.80%
105	DRUG INVESTIGATION FUND	19,020	17,521	1,499	92.12%
107	HOTEL-MOTEL FUND	243,450	188,326	55,124	77.36%
109	PARK ACQUISITION FUND	1,869,288	1,590,795	278,493	85.10%
203	'87 GO BONDS - SEWER CONSTR	260,072	232,066	28,006	89.23%
208	91 GO BONDS & 97 LTGO BONDS	326,108	25,911	300,197	7.95%
301	GENERAL GOVT CAPITAL ASSETS	306,370	157,284	149,086	51.34%
305	GENERAL GOVT CAPITAL IMPROVEMENT	586,739	537,787	48,952	91.66%
401	WATER OPERATING	1,031,409	390,567	640,842	37.87%
402	SEWER OPERATING	1,462,315	557,675	904,640	38.14%
407	UTILITY RESERVE	568,495	574,738	(6,243)	101.10%
408	UTILITY BOND REDEMPTION FUND	675,074	386,281	288,793	57.22%
410	SEWER CAPITAL CONSTRUCTION	1,507,398	626,535	880,863	41.56%
411	STORM SEWER OPERATING	599,664	191,990	407,674	32.02%
420	WATER CAPITAL ASSETS	882,934	704,886	178,048	79.83%
605	LIGHTHOUSE MAINTENANCE TRUST	1,670	1,690	(20)	101.19%
631	MUNICIPAL COURT	-	22,933	(22,933)	NA
		\$22,004,587	\$9,784,425	\$12,220,162	44.47%

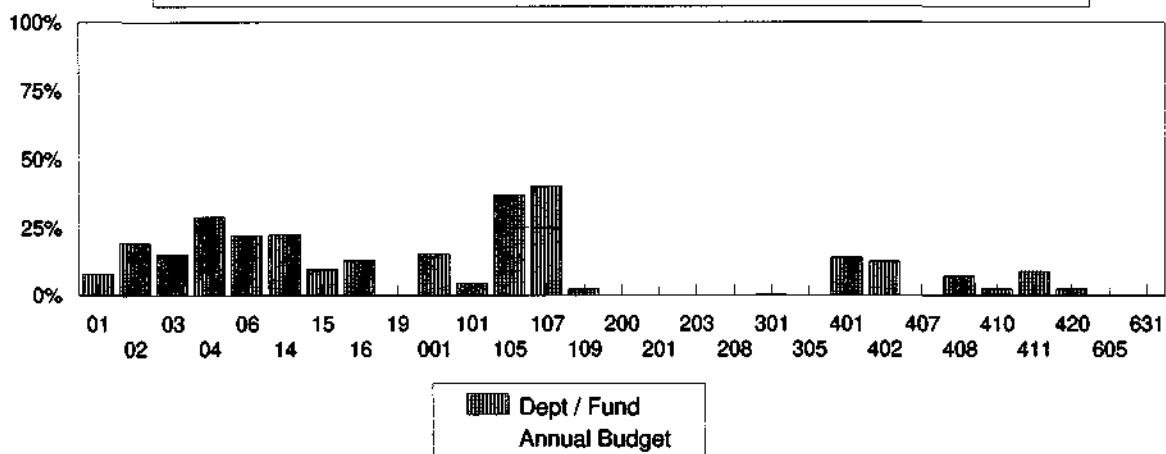
Resources as a Percentage of Annual Budget



**CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
AND COMPARISON TO BUDGET
FOR PERIOD ENDING MARCH 31, 2000**

FUND NO.	DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL Y-T-D EXPENDITURES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT				
01	NON-DEPARTMENTAL	\$1,784,100	\$141,460	\$1,642,640	7.93%
02	LEGISLATIVE	29,750	5,767	23,983	19.39%
03	MUNICIPAL COURT	292,250	44,794	247,456	15.33%
04	ADMINISTRATIVE/FINANCIAL	697,865	202,329	495,536	28.99%
06	POLICE	1,421,480	317,187	1,104,293	22.31%
14	COMMUNITY DEVELOPMENT	578,982	130,853	448,129	22.60%
15	PARKS AND RECREATION	536,700	52,123	484,577	9.71%
16	BUILDING	111,400	14,439	96,961	12.96%
19	ENDING FUND BALANCE	446,052	-	446,052	-
001	TOTAL GENERAL FUND	5,898,579	908,953	4,989,626	15.41%
101	STREET FUND	5,766,002	263,359	5,502,643	4.57%
105	DRUG INVESTIGATION FUND	19,020	7,014	12,006	36.88%
107	HOTEL-MOTEL FUND	243,450	97,755	145,695	40.15%
109	PARK ACQUISITION FUND	1,869,288	42,601	1,826,687	2.28%
203	'87 GO BONDS - SEWER CONSTR	260,072	-	260,072	-
208	91 GO BONDS & 97 LTGO BONDS	326,108	-	326,108	-
301	GENERAL GOVT CAPITAL ASSETS	306,370	404	305,966	0.13%
305	GENERAL GOVT CAPITAL IMPROVEME	586,739	-	586,739	-
401	WATER OPERATING	1,031,409	145,958	885,451	14.15%
402	SEWER OPERATING	1,462,315	182,094	1,280,221	12.45%
407	UTILITY RESERVE	568,495	-	568,495	-
408	UTILITY BOND REDEMPTION FUND	675,074	48,331	626,743	7.16%
410	SEWER CAPITAL CONSTRUCTION	1,507,398	34,383	1,473,015	2.28%
411	STORM SEWER OPERATING	599,664	53,343	546,321	8.90%
420	WATER CAPITAL ASSETS	882,934	20,633	862,301	2.34%
605	LIGHTHOUSE MAINTENANCE TRUST	1,670	-	1,670	-
631	MUNICIPAL COURT	-	15,875	(15,875)	NA
		\$22,004,587	\$1,820,703	\$20,183,884	8.27%

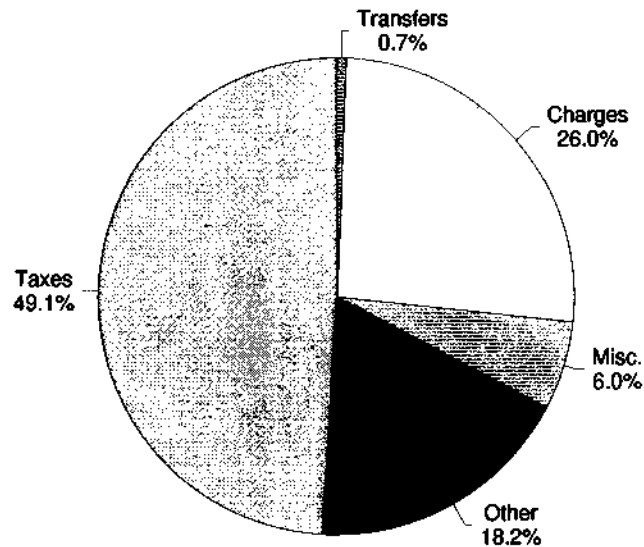
Expenditures as a Percentage of Annual Budget



**CITY OF GIG HARBOR
YEAR-TO-DATE REVENUE SUMMARY
BY TYPE
FOR PERIOD ENDING MARCH 31, 2000**

<u>TYPE OF REVENUE</u>	<u>AMOUNT</u>
Taxes	\$946,150
Licenses and Permits	68,299
Intergovernmental	186,229
Charges for Services	502,326
Fines and Forfeits	20,042
Miscellaneous	115,654
Non-Revenues	76,477
Transfers and Other Sources of Funds	13,607
Total Revenues	1,928,785
Beginning Cash Balance	7,855,640
Total Resources	\$9,784,425

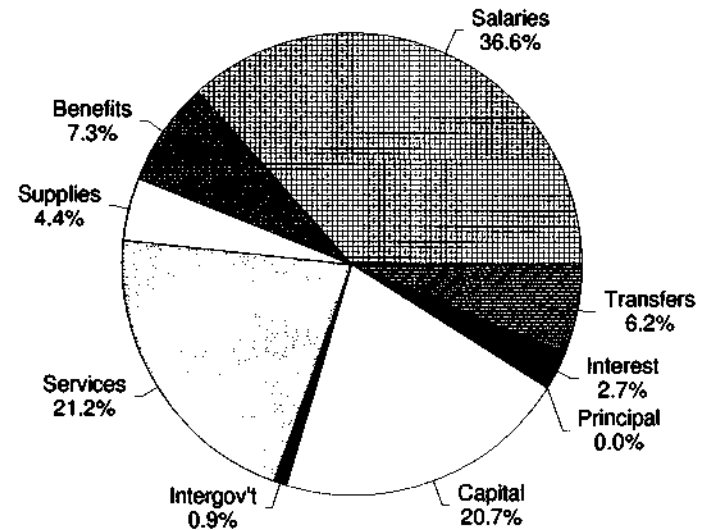
Revenues by Type - All Funds



**CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
BY TYPE
FOR PERIOD ENDING MARCH 31, 2000**

<u>TYPE OF EXPENDITURE</u>	<u>AMOUNT</u>
Wages and Salaries	\$667,061
Personnel Benefits	133,571
Supplies	79,630
Services and Other Charges	385,172
Intergovernmental Services and Charges	16,327
Capital Expenditures	376,981
Principal Portions of Debt Payments	0
Interest Expense	48,331
Transfers and Other Uses of Funds	113,630
Total Expenditures	1,820,703
Ending Cash Balance	7,631,656
Total Uses	\$9,452,359

Expenditures by Type - All Funds



**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF MARCH 31, 2000**

	SPECIAL REVENUE FUNDS								TOTAL SPECIAL REVENUE
	001 GENERAL GOVERNMENT	101 STREET	105 DRUG INVESTIGATION	107 HOTEL - MOTEL	109 PARK ACQUISITION	301 GENERAL GOVT CAPITAL ASSETS	305 GENERAL GOVT CAPITAL IMP	605 LIGHTHOUSE MAINTENANCE	
CASH	\$156,344	\$59,262	\$711	\$6,357	\$87,484	\$11,010	\$37,744	\$119	\$202,687
INVESTMENTS	1,969,358	110,098	9,421	84,214	1,459,030	145,870	500,044	1,571	2,310,247
RECEIVABLES	35,887	27,649	-	-	-	-	-	-	27,649
FIXED ASSETS	-	-	-	-	-	-	-	-	-
OTHER	-	-	-	-	-	-	-	-	-
TOTAL ASSETS	2,161,589	197,009	10,132	90,571	1,546,514	156,880	537,787	1,690	2,540,583
LIABILITIES									
CURRENT	8,129	3,000	-	-	-	-	-	-	3,000
LONG TERM	18,762	18,762	-	-	-	-	-	-	18,762
TOTAL LIABILITIES	26,892	21,762	-	-	-	-	-	-	21,762
FUND BALANCE:									
BEGINNING OF YEAR	2,001,507	218,058	14,799	151,185	1,571,812	130,034	505,316	1,667	2,592,870
Y-T-D REVENUES	1,042,142	220,547	2,347	37,140	17,303	27,251	32,471	23	337,083
Y-T-D EXPENDITURES	(908,953)	(263,359)	(7,014)	(97,755)	(42,601)	(404)	-	-	(411,132)
ENDING FUND BALANCE	2,134,697	175,246	10,132	90,571	1,546,514	156,880	537,787	1,690	2,518,821
TOTAL LIAB. & FUND BAL.	\$2,161,589	\$197,009	\$10,132	\$90,571	\$1,546,514	\$156,880	\$537,787	\$1,690	\$2,540,583

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF MARCH 31, 2000**

	DEBT SERVICE		TOTAL DEBT SERVICE
	203 87 GO BONDS SEWER CONST	208 91 GO BONDS SOUNDVIEW DR	
CASH	\$16,283	\$1,808	\$18,091
INVESTMENTS	215,718	23,960	239,678
RECEIVABLES	5,469	-	5,469
FIXED ASSETS	-	-	-
OTHER	-	-	-
TOTAL ASSETS	237,469	25,768	263,238
LIABILITIES			
CURRENT	-	-	-
LONG TERM	3,711	-	3,711
TOTAL LIABILITIES	3,711	-	3,711
FUND BALANCE:			
BEGINNING OF YEAR	229,213	25,287	254,501
Y-T-D REVENUES	4,545	481	5,026
Y-T-D EXPENDITURES	-	-	-
ENDING FUND BALANCE	233,758	25,768	259,526
TOTAL LIAB. & FUND BAL.	\$237,469	\$25,768	\$263,238

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF MARCH 31, 2000**

	PROPRIETARY							TOTAL PROPRIETARY
	401 WATER OPERATING	402 SEWER OPERATING	407 UTILITY RESERVE	408 89 UTILITY BOND REDEMPTION	410 SEWER CAP. CONST.	411 STORM SEWER OPERATING	420 WATER CAP. ASSETS	
CASH	\$15,372	\$26,011	\$5,245	\$23,718	\$25,246	\$13,489	\$48,132	\$157,214
INVESTMENTS	204,975	346,106	569,493	314,232	334,471	174,487	634,274	2,578,038
RECEIVABLES	88,912	102,319	5,656	1,463,884	(1,039)	39,480	-	1,699,211
FIXED ASSETS	2,039,411	9,269,263	-	-	169,811	634,616	198,331	12,311,433
OTHER	-	-	-	12,573	-	-	-	12,573
TOTAL ASSETS	2,348,670	9,743,699	580,394	1,814,406	528,489	862,073	880,737	16,758,468
LIABILITIES								
CURRENT	(0)	782,804	-	396,353	-	-	-	1,179,157
LONG TERM	36,555	15,044	-	2,365,585	-	13,251	-	2,430,435
TOTAL LIABILITIES	36,555	797,848	-	2,761,938	-	13,251	-	3,609,593
FUND BALANCE:								
BEGINNING OF YEAR	2,309,593	8,895,913	564,415	(964,875)	542,840	819,984	886,630	13,054,498
Y-T-D REVENUES	148,481	232,014	15,980	65,674	20,032	82,174	14,740	579,094
Y-T-D EXPENDITURES	(145,958)	(182,094)	-	(48,331)	(34,383)	(53,343)	(20,633)	(484,742)
ENDING FUND BALANCE	2,312,116	8,945,850	580,394	(947,532)	528,489	848,821	880,737	13,148,875
TOTAL LIAB. & FUND BAL.	\$2,348,670	\$9,743,699	\$580,394	\$1,814,406	\$528,489	\$862,073	\$880,737	\$16,758,468

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF MARCH 31, 2000**

	FIDUCIARY	ACCOUNT GROUPS		
	631 MUNICIPAL COURT	820 GENERAL FIXED ASSET GROUP	900 GENERAL L-T DEBT GROUP	TOTAL ACCOUNT GROUPS
CASH	-	-	-	-
INVESTMENTS	-	-	-	-
RECEIVABLES	-	-	-	-
FIXED ASSETS	-	8,907,739	-	8,907,739
OTHER	-	-	2,358,311	2,358,311
TOTAL ASSETS	-	8,907,739	2,358,311	11,266,050
LIABILITIES				
CURRENT	-	-	-	-
LONG TERM	-	-	2,358,311	2,358,311
TOTAL LIABILITIES	-	-	2,358,311	2,358,311
FUND BALANCE:				
BEGINNING OF YEAR	-	8,907,739	-	8,907,739
Y-T-D REVENUES	15,875			-
Y-T-D EXPENDITURES	(15,875)			-
ENDING FUND BALANCE	-	8,907,739	-	8,907,739
TOTAL LIAB. & FUND BAL.	-	\$8,907,739	\$2,358,311	\$11,266,050

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
BY FUND TYPE
AS OF MARCH 31, 2000**

	GENERAL GOVERNMENT	SPECIAL REVENUE	DEBT SERVICE	TOTAL GOVERNMENTAL	PROPRIETARY	FIDUCIARY	ACCOUNT GROUPS	TOTAL ALL FUND TYPES
ASSETS								
CASH	\$156,344	\$202,687	\$18,091	\$377,122	\$157,214	-	-	\$534,336
INVESTMENTS	1,969,358	2,310,247	239,678	4,519,282	2,578,038	-	-	7,097,320
RECEIVABLES	35,887	27,649	5,469	69,004	1,699,211	-	-	1,768,216
FIXED ASSETS	-	-	-	-	12,311,433	-	8,907,739	21,219,172
OTHER	-	-	-	-	12,573	-	2,358,311	2,370,883
TOTAL ASSETS	2,161,589	2,540,583	263,238	4,965,409	16,758,468	-	11,266,050	32,989,927
LIABILITIES								
CURRENT	8,129	3,000	-	11,129	1,179,157	-	-	1,190,287
LONG TERM	18,762	18,762	3,711	41,236	2,430,435	-	2,358,311	4,829,982
TOTAL LIABILITIES	26,892	21,762	3,711	52,365	3,609,593	-	2,358,311	6,020,268
FUND BALANCE:								
BEGINNING OF YEAR	2,001,507	2,592,870	254,501	4,848,878	13,054,498	-	8,907,739	26,811,115
Y-T-D REVENUES	1,042,142	337,083	5,026	1,384,250	579,094	15,875	-	1,979,220
Y-T-D EXPENDITURES	(908,953)	(411,132)	-	(1,320,085)	(484,742)	(15,875)	-	(1,820,703)
ENDING FUND BALANCE	2,134,697	2,518,821	259,526	4,913,044	13,148,875	-	8,907,739	26,969,659
TOTAL LIAB. & FUND BAL.	\$2,161,589	\$2,540,583	\$263,238	\$4,965,409	\$16,756,918	-	\$11,266,050	\$32,988,377



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: APRIL 18, 2000

The March 2000 activity statistics are attached for your review.

The Reserves logged 134 volunteer hours in March. One reserve officer resigned due to time conflicts. We are reviewing the applications for two new reserves and may add them to the force by May.

The Marine Services Unit had just 1 hour, for maintenance, in March. The boat has been through the annual tune-up process in preparation for the boating season.

The Explorer post has seen a diminishing roster in spite of recruiting efforts by the new post advisor. We will be placing the Explorer program on a pending status at this time. We are going to assist the three remaining Explorers in finding a new post and then reevaluate the Explorer concept later in the year.

Four officers combined to provide 46.5 hours of bicycle patrol in March. We have expanded our bike force and they will be more active in the upcoming months.



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

GIG HARBOR POLICE DEPARTMENT

MONTHLY ACTIVITY REPORT

March 2000

	<u>MAR</u> <u>2000</u>	<u>YTD</u> <u>2000</u>	<u>YTD</u> <u>1999</u>	<u>% chg to</u>
CALLS FOR SERVICE	369	1130	1152	- 1.9
CRIMINAL TRAFFIC	22	63	65	- 3
TRAFFIC INFRACTIONS	81	243	287	- 15
DUI ARRESTS	11	23	15	+ 53
FELONY ARRESTS	10	20	13	+ 53
MISDEMEANOR ARRESTS	29	75	66	+ 13
WARRANT ARRESTS	8	17	33	- 48
CASE REPORTS	113	352	279	+ 26
REPORTABLE VEHICLE ACCIDENTS	19	63	42	+ 50

Metropolitan Transportation Plan

2001 Update

Overview Briefing

Metropolitan Transportation Plan - Update for 2001 -

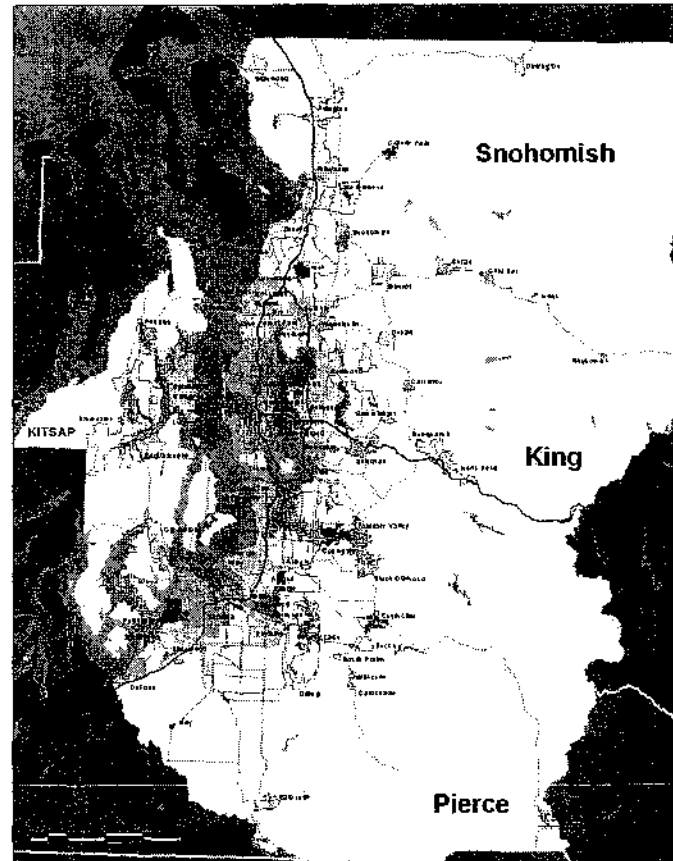
Puget Sound Regional Council

Diverse Region With Common Goals

Where will we want to go tomorrow ?

Planning for 2030

- ▶ **Addressing Growing Traffic**
- ▶ **Economic Vitality**
- ▶ **Growth Management**



Why does the MTP matter?

Regional Planning

- **Identify State and Local needs and solutions**
- **Match expectations with resources**
- **Help prioritize investments**
- **Ensure investments support growth objectives**
- **Link local plans with each other, regional & State plans**

Why does the MTP matter? *(cont'd)*

Implementation

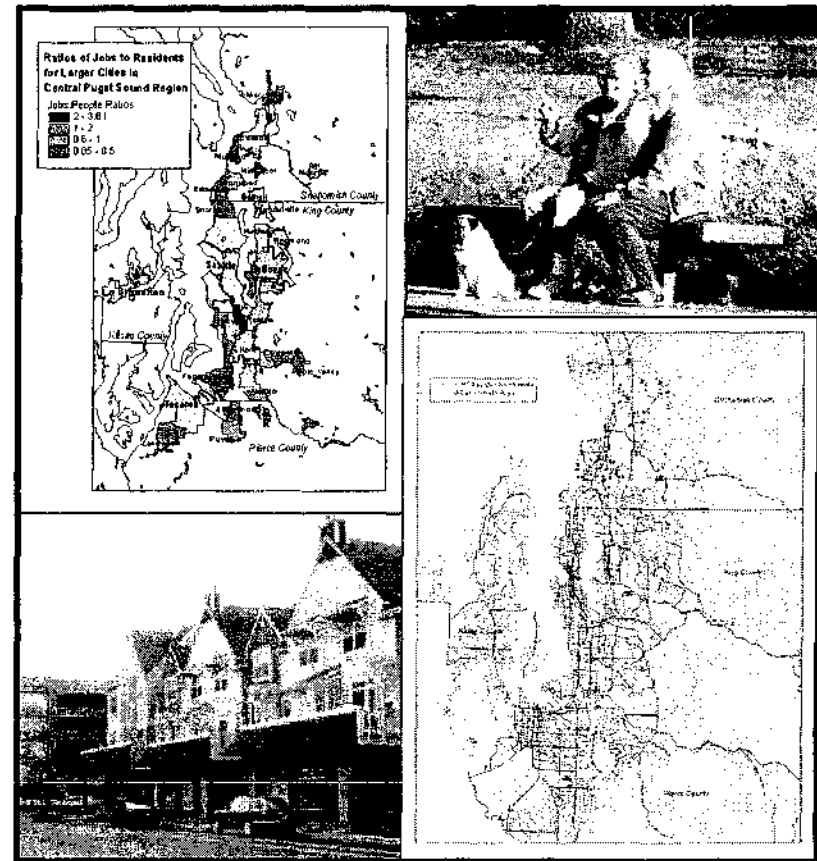
- Support Local plan implementation
- Enable local & State governments + transit agencies obtain State & Federal funding...
 - Distribute approximately \$100 million TIP funds (biennial)
 - Support Federal discretionary grants
 - Ensure environmental compliance

We're Growing & Changing By 2030...

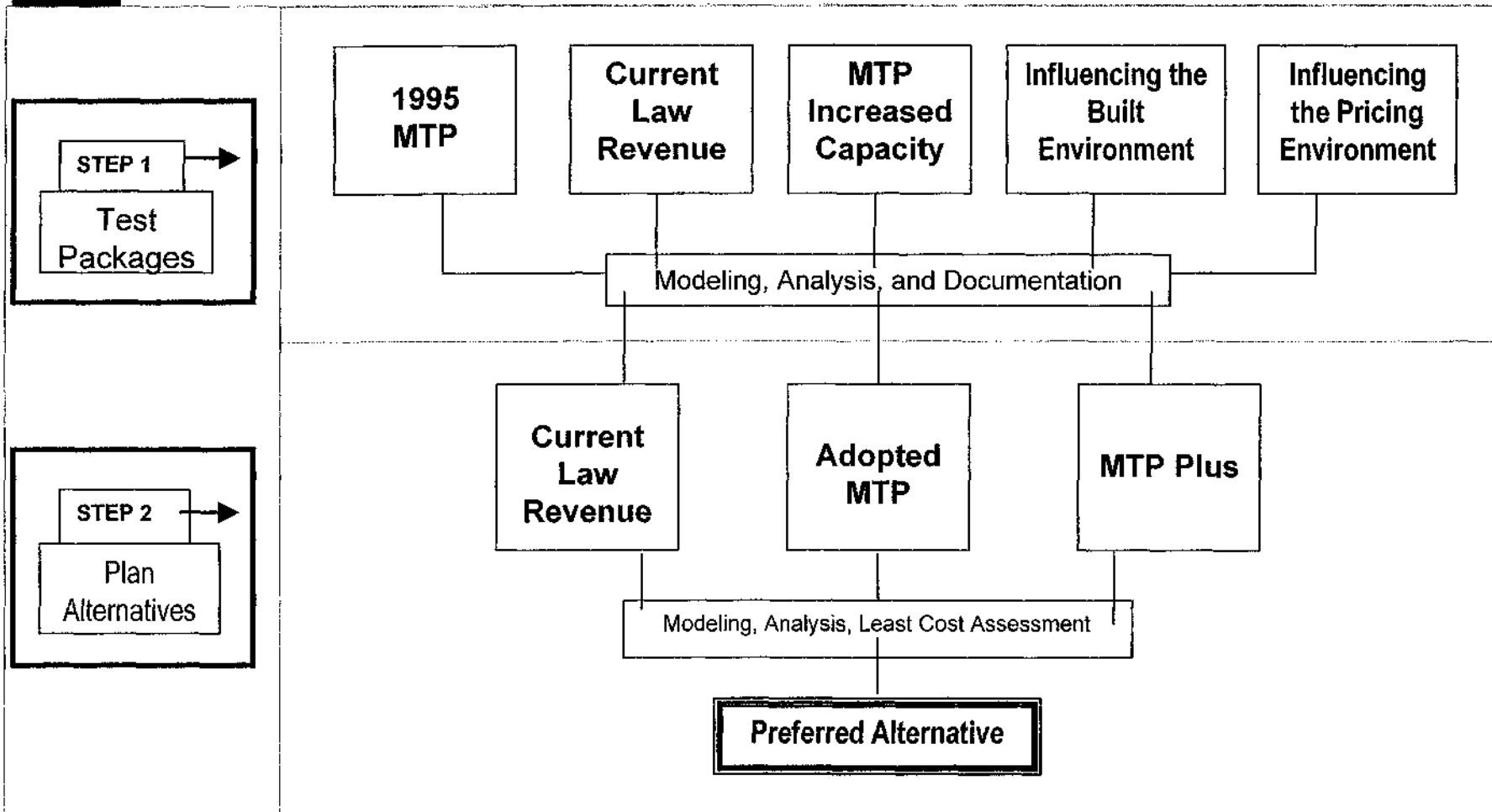
- **4.7 million people**
 - Older Population**
 - 65 years or older in 1998 (10 percent)
 - 65 years or older in 2030 (18 percent)

- **2 million households**
 - Single -family**
 - 70 percent in 1990
 - 62 percent in 2030

- **2.5 million jobs**
 - Manufacturing**
 - 17 percent of all jobs in 1990
 - 10 percent of all jobs in 2030



Analyzing What Works (and what doesn't)



Current Law Revenues

This “No Action” test constrains projects and programs to existing revenue sources, meaning...

- Reduced local transit service
- Uncompleted HOV system
- Uncompleted Sound Transit plan
- Very little roadway capacity investment after 2000.
- No expansion in State ferry service.

Program Area	MTP Full Plan Needs	Estimated 2020 Current-Law Revenues	Estimated 2020 Shortfall
City Streets	12.528	9.381	3.147
County Roads	8.059	6.564	1.495
Public Transit (RTA & Local)	27.824	22.941	4.883
State Ferries	5.063	3.855	1.208
State Highways	12.358	7.289	5.069
Total	65.832	50.030	15.802
Results of I-695		-9.00	+9.00
		= 41.03	= 24.80

(Billions of 1998 dollars)

MTP Increased Capacity

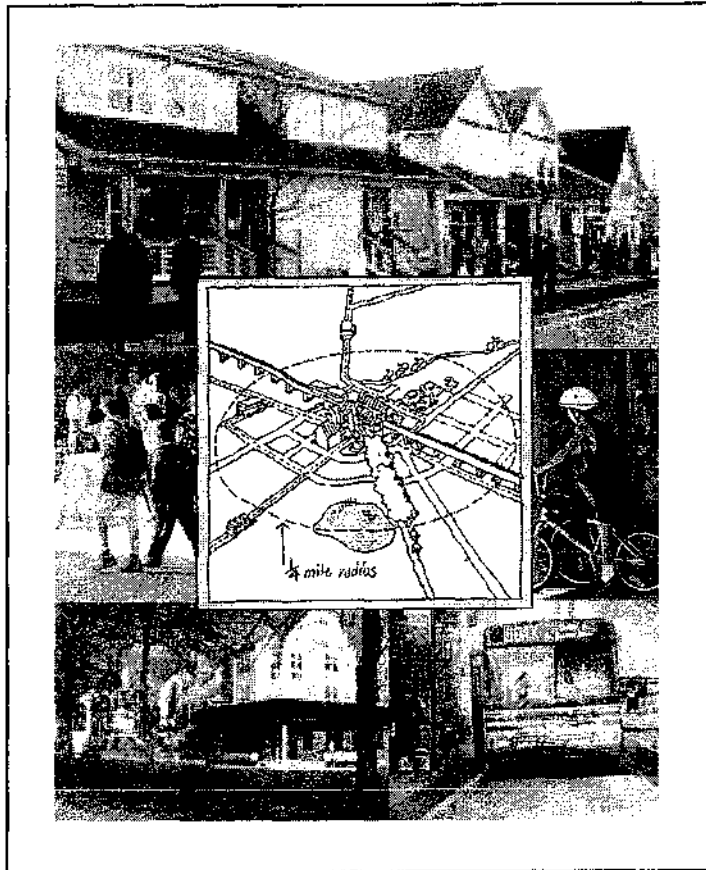


Substantial infrastructure investments and services in addition to those identified in the MTP baseline.

Expanded transportation capacity

- **Additional 400 lane miles beyond the 1,300 lane miles included in the 1995 MTP.**
- **Reflect major corridor studies.**
- **Local transit service expansion beyond 6 year plans.**

Growth Strategy Components



Descriptive Information

- background information
- development issues
- highlight "best practices"

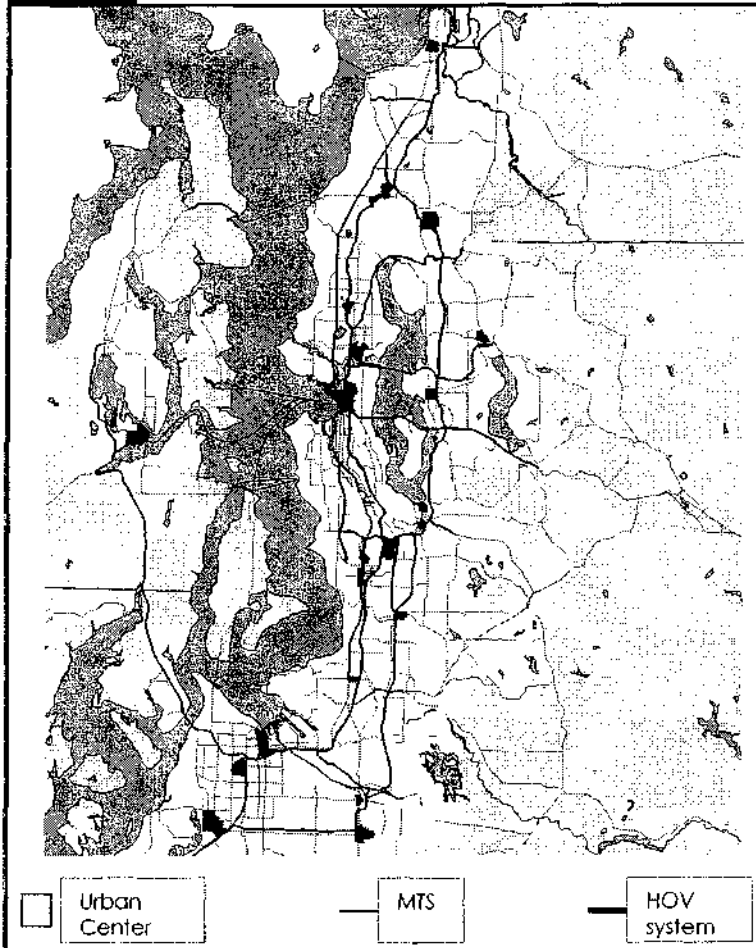
Guidelines

- desired densities
- mix of uses and parking
- design characteristics
- "growing" transit & services

Strategic Programs

- establish measurable objectives
- integrate into decision-making criteria
- advocacy & educational programs

Market Pricing “Tests”



Broad Pricing Approaches

System-wide / Non-variable

- Fuel Tax Increase
- VMT Charges

System-wide / Variable

- Congestion Pricing

Region-wide / Place Specific

- Parking Charges

Region-wide / Facility Specific

- High Occupancy Toll Lanes

In the real world, these approaches might be implemented using a variety of specific policy options to address various market or societal concerns.

Public Involvement *Variety of Approaches*



Regional **VIEW**

PUGET SOUND REGIONAL COUNCIL

JUNE 1999

- ▶ World wide web
- ▶ Regional VIEW
- ▶ Surveys
- ▶ Mailing list
- ▶ News media
- ▶ Forums and meetings
- ▶ PSRC information center
- ▶ Monthly board meetings