

Gig Harbor City Council Meeting



**September 11, 2000
7:00 p.m.**

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
September 11, 2000 - 7:00 p.m.

CALL TO ORDER:

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meetings of August 28, 2000.
2. Correspondence / Proclamations:
 - a) Proclamation - Youth Voting Awareness Week.
 - b) Proclamation - Constitution Week.
3. Approval of Payment of Bills for September 11, 2000:
Checks # 30731 through # 30832 in the amount of \$578,609.03. Check # 30831 void.
4. Approval of Payroll for the Month of August in the amount of 176,771.67:
Checks # 243 through #338 and direct deposit entries.

OLD BUSINESS:

1. Gig Harbor Civic Center - Burr, Lawrence, Rising + Bates.
2. First Amendment to Henderson Bay Purchase and Sale Agreement.

NEW BUSINESS:

1. Lodging Tax Advisory Committee Appointments.
2. Appointment to Design Review Board.
3. Appointments to Design Review Board.
4. Ordinance - Planning Director Contract.
5. Ordinance Providing for the Issuance of Sale of Local Improvement District No. 99-1 Bond Anticipation Note.
6. Comprehensive Sanitary Sewer Plan Update - Consultant Services Contract Amendment.
7. East-West Roadway Project - Consultant Services Contract for Inspection Services.
8. New Street Names Proposed in Historical Name Area.
9. Resolution - City's Policy on Public Records Index.
10. First Reading of Ordinance - Amending the Washington State Building Code and GHMC to Allow Construction of Lightweight Metal Buildings.

STAFF REPORTS: None scheduled.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

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

ADJOURN:

DRAFT

GIG HARBOR CITY COUNCIL MEETING OF AUGUST 28, 2000

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

CALL TO ORDER: 7:03 p.m.

PUBLIC HEARING: Planning Commission Recommendations Revising Chapter 17.80 Sign Code and Third Reading of Ordinance Adopting Revisions

Mayor Wilbert opened the public hearing at 7:04 p.m. Pat Iolavera, Interim Planning Director, explained that the Planning Commission held two public meetings to gather information to determine whether to recommend changes to the sign code. She said that the Planning Commission had made recommendations for amendments to the code that were basically housekeeping items.

No one from the audience signed up to speak on this issue and the Mayor closed the public hearing at 7:05 p.m.

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meetings of August 14, 2000.
2. Correspondence / Proclamations:
 - a) WFOA - 2000 Budget Award.
 - b) Girls Scouts Gold Award - Danna Graham.
3. Change Order No. 1 - Bayridge Avenue Improvement Project.
4. Liquor License Application: Wasabi Japanese Restaurant
5. Liquor License Renewals: Bartell Drug #39 Gig Harbor Yacht Club
6. Liquor License Discontinued: Villa Nova Italian Restaurant.
7. Approval of Payment of Bills for August 24, 2000:
Checks #30606 through #30730 in the amount of \$688,404.49. Check #30729 voided.

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

OLD BUSINESS:

1. Planning Commission Recommendations Revising Chapter 17.80 Sign Code and Third Reading of Ordinance Adopting Revisions. The report was given during the public hearing.

MOTION: Move to adopt Ordinance No. 847.
Picinich/Ekberg - unanimously approved.

NEW BUSINESS:

1. First Reading of Ordinance - Amending Ordinance No. 841 - Acquisition of Property, Pump Station No. 3.
2. Amendment to Consultant Services Contract - City of Gig Harbor Civic Center.
3. Renewal of Copier Maintenance Agreement. Molly Towslee, City Clerk, explained that this was a routine contract for copier maintenance for the four copy machines.

MOTION: Move to authorize the Mayor to sign the copier maintenance contract with Minolta.
Picinich/Ruffo - unanimously approved.

STAFF REPORTS: None.

PUBLIC COMMENTS:

Karen Biskey - Ms. Biskey talked about the promise of a fund-raising effort to help the city pay for an appeal of the FEIS for the proposed Narrows Bridge. She said that the Citizen's Against Tolls was anxiously waiting for the City of Gig Harbor to file the appeal so these efforts could begin. She urged Council to move forward on the filing as soon as possible.

Donald Williams - 7111 Olympic View Drive NW. Mr. Williams explained that he was not a resident of the city. He urged Council to come to a decision on the NEPA appeal, and said that he was one of many who were willing to raise funds to help with the costs. He added that there was a great deal of interest in the community and reminded Council that time was running out to file the appeal.

Dick McDonald - 15112 Star Place, Olalla. Mr. McDonald also urged Council to come to a decision in favor of filing an appeal. He said that he was a member of PNA and Citizens Against Tolls, and that these two organizations are willing to work on the collection of money to support the appeal.

Randy Boss - 3400 56th St. NW. Mr. Boss said that others before him had urged the city to move forward with the appeal, and added that if Council waited too long, the Judge may throw it out on a "latches issue." He talked about the successful effort by PNA a few years back, to appeal the Narrows Airport issue. He said that PNA spent under \$50,000 to take that case through to the Supreme Court. He pledged to continue to collect enough revenue to support the appeal of the FEIS, and added that it was imperative that Council move ahead as soon as possible.

COUNCIL COMMENTS / MAYOR'S REPORT: None.

ANNOUNCEMENT OF OTHER MEETINGS: None.

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

MOTION: Move to adjourn to Executive Session at 7:25 p.m. for approximately thirty minutes to discuss potential and pending litigation. Action may be taken after the session.
Picinich/Ruffo - unanimously approved.

MOTION: Move to return to regular session at 8:00.
Owel/Ruffo - unanimously approved.

MOTION: Move that we direct Ogden Murphy Wallace to proceed with the complaint for declatory judgment and injunctive relief as presented.
Owel/Robinson -

Councilmember Ruffo said that he felt strongly that the wishes of the people would not be met if the appeal were filed as written. He said that this appeal would not affect the tolls and that the city was not in a good posture for negotiating mitigation. He said that if Council were to vote for this it is a big mistake for the citizens of Gig Harbor.

Councilmember Owel commented that Council had already voted to move forward with the appeal and that the document presented is adequate to proceed with the appeal.

RESTATED MOTION: Move that we direct Ogden Murphy Wallace to proceed with the complaint for declatory judgment and injunctive relief as presented.
Owel/Robinson -

Councilmember Dick voiced his concerns about the parties named in the appeal and asked if the motion would need to be amended to allow the latitude required.

Jeff Taraday, Ogden Murphy Wallace, addressed Councilmember Dick's concerns and the following amendment to the motion was made.

AMENDMENT TO THE MOTION: Move to amend the motion to be substantially in the form attached with latitude to add or delete parties appropriate under the circumstances.
Dick/Owel - unanimously approved.

AMENDED MOTION: Move that we direct Ogden Murphy Wallace to proceed with the complaint for declatory judgment and injunctive relief with latitude to add or delete parties appropriate under the circumstances.
Owel/Robinson -

A roll-call vote was taken with the following results:

Councilmembers Ekberg, Robinson, Owel, and Dick voted in favor. Councilmembers Young, Picinich and Ruffo voted against the motion. The motion carried four to three.

ADJOURN:

MOTION: Move to adjourn at 8:15 p.m.
Owel/Ruffo - unanimously approved.

Cassette recorder utilized.
Tape 587 Side A 080 - end.
Tape 587 Side B 000 - 024.

Mayor

City Clerk

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, the youth of our community represent the future for generations to come; and

WHEREAS, the awareness of the process, privilege, and responsibility of voting is vital to their future and the future of the democratic process; and

WHEREAS, it is the responsibility of the community, the educators, the government, and the families of youth to educate our future voters; and

WHEREAS, on behalf of all citizens of Pierce County, the City Council of the City of Gig Harbor hereby encourages all educators, governmental entities, and families to educate and encourage the youth of Pierce County to participate in "Voting is Cool" program, which is being presented through the Pierce County Auditor's Office;

NOW, THEREFORE, I, Gretchen A. Wilbert, Mayor of the City of Gig Harbor, hereby declare the week of October 30 through November 3, 2000, as

YOUTH VOTING AWARENESS WEEK IN PIERCE COUNTY

in the city of Gig Harbor and encourage the youth of the community to participate in the "VOTING IS COOL" program.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 11th day of September, 2000.

Gretchen A. Wilbert, Mayor

Date

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, the Constitution of the United States of America, the guardian of our liberties, is a product of reflection and choice, embodying the principles of limited government in a Republic dedicated to rule by law, not by men; and

WHEREAS, September 17, 2000 marks the two hundred thirteenth anniversary of the drafting of the Constitution of the United States of America by the 1787 Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate this grand occasion; and

WHEREAS, Public Law 915 guarantees the insuring of a proclamation each year by the President of this great country designating September 17 through 23 as Constitution Week,

NOW, THEREFORE, I, Gretchen A. Wilbert, Mayor of the City of Gig Harbor, hereby declare the week of September 17 through September 23 as

CONSTITUTION WEEK

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 11th day of September, 2000.

Gretchen A. Wilbert, Mayor

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: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: FIRST AMENDMENT TO HENDERSON BAY PURCHASE AND SALE
AGREEMENT
DATE: SEPTEMBER 7, 2000

INFORMATION/BACKGROUND

In November, 1997, the Peninsula School District entered into a purchase and sale agreement with the City of Gig Harbor to transfer ownership of the Henderson Bay High School property, located on Grandview Street, to the City of Gig Harbor. The agreement requires the District to demolish all structures on the site and remove the remains, leaving a clean building site for the City by December 20, 2000.

The District has been unable to meet the requirements of the contract by the agreed timeline, and has requested an extension of the final date for the District to turn over the site. Consequently, in the District's letter of request received June 19, 2000, the District requested an extension until April 1, 2001 to accomplish the work.

POLICY CONSIDERATIONS

The attached amendment, crafted by the City Attorney and the Peninsula School District Legal Counsel to satisfy the District's request for adjustment to this timeline, should meet the city's concerns for timely demolition of the building.

RECOMMENDATION

Staff recommends approval of the attached amendment for submission to the Peninsula School District Board of Directors.



Peninsula School District

14015 - 62nd Ave. NW, Gig Harbor, WA 98332
(253) 857-3552 FAX (253) 857-3575
John Biggs, Staff Attorney

September 7, 2000

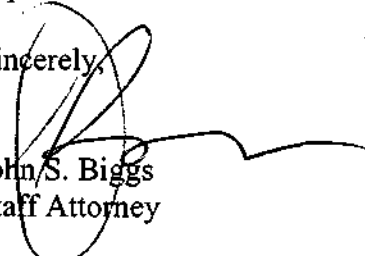
City of Gig Harbor
Attn: Mark Hoppen,
City Manager
3105 Judson Street
Gig Harbor, Washington 98335

Re: Proposed First Amendment to Agreement Concerning Henderson Bay High School

Dear Mr. Hoppen:

Enclosed is the "Seller's First Amendment 09-07-2000." This is the form of Agreement that the School District proposes for action by the City Council on September 11 and action by the School Board on September 14.

Sincerely,



John S. Biggs
Staff Attorney

JSB:encl

Reaching Further

**FIRST AMENDMENT TO
OPTION AGREEMENT AND
AGREEMENT FOR THE PURCHASE AND SALE OF
HENDERSON BAY ALTERNATIVE HIGH SCHOOL
BETWEEN THE CITY OF GIG HARBOR AND
PENINSULA SCHOOL DISTRICT No. 401, PIERCE COUNTY**

THIS FIRST AMENDMENT TO OPTION AGREEMENT AND AGREEMENT FOR THE PURCHASE AND SALE OF HENDERSON BAY ALTERNATIVE HIGH SCHOOL, IN GIG HARBOR (hereinafter this "First Amendment") is entered into this ___ day of September, 2000, by and between Peninsula School District No. 401 of Pierce County, a Washington municipal corporation ("Seller") and the City of Gig Harbor, a Washington municipal corporation ("Purchaser") and Commonwealth Land Title Insurance Company, Seattle, Washington ("Escrow Agent"):

WHEREAS, on November 5, 1997, the parties entered into the Option Agreement and Agreement for the Purchase and Sale of Henderson Bay Alternative High School (hereinafter the "Agreement"); and

WHEREAS, this Agreement contemplated the Purchaser's purchase of two parcels of property (the "Vacant Property" and the "School Building Property") in two stages; and

WHEREAS, the condemnation of the Vacant Property took place as contemplated by Section 1 of the Agreement, and the Purchaser now holds title to the Vacant Property; and

WHEREAS, the Agreement provided for the Seller's initiation of demolition and removal of the improvements on the School Building Property, which was to occur not later than July 1, 2000 (Section 13.11 of the Agreement); and

WHEREAS, the Closing Date established in the Agreement for the School Building Property is December 20, 2000 (Section 7 of the Agreement); and

WHEREAS, on June 19, 2000, the Purchaser was notified in writing by the Seller in a June 12, 2000 letter from the Peninsula School District to the City of Gig Harbor that although the Seller intended to commence demolition and removal by June 30, 2000, in order to allow continued use of the property for educational purposes, and that Seller requested an extension of the completion date to April 1, 2001;

NOW, THEREFORE for and in consideration of the Seller's desire to continue school use and thus delay demolition and removal and for and in consideration of the Purchaser's willingness to accommodate the Seller's current needs but only subject to additional performance conditions and considerations, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

TERMS

Section 1. Amendment of Section 13.11 of the "Agreement" "Removal of School Building and All Other Improvements." Section 13.11 of the Agreement shall be amended to read as follows:

- A. Recognizing that the Seller now wishes to continue to use the School Building for school purposes through December, 2000, the parties agree that commencing no later than January 31, 2001, the Seller will at its own expense demolish and remove all improvements on or underneath the School Building Property including but not limited to building foundations, leaving the School Property level, filled, graded and stable, without material hazards and with proper buffering to prevent improper water or soil runoff (see "Demolition"). The Seller shall leave all utilities serving the Property properly capped and clearly marked at the School Building Property line. Demolition and disposal of all debris, materials and Hazardous Substances shall be carried out in compliance with all federal, state and local laws and regulations regarding demolition, grading and soil retention, including but not limited to, the Health and Safety Rules for Asbestos Projects (Chapter 49.26 RCW as it now exists or may hereafter be amended) and the regulations promulgated thereunder (Chapter 295-65 WAC as now exists or may hereafter be amended), and the Seller shall properly dispose of all debris from the property in licensed disposal facilities, in compliance with all federal, state and local laws or regulations applicable to any Hazardous Substances. The demolition and removal shall be complete, to the satisfaction of Purchaser, no later than April 2, 2001.

- B. The Seller agrees to new and additional assurance to the Purchaser to ensure that if Seller breaches the terms and conditions of the First Amendment or the Agreement the Purchaser may still elect to enter the property, assume management and control of the demolition, removal and remediation and to deduct the costs of such management, demolition, removal and remediation from the Purchase Price of the Property to be paid to Seller on the Closing Date: The Seller agrees to perform as follows:

- (1) The Seller, or designee, shall take the following steps on or before the following deadlines in order to comply with this First Amendment and the underlying Agreement:
 - (a.) On August 24, 2000 the Seller entered into an "Interagency Agreement" with the Washington State Department of General Administration (Agreement No. 2001-506) by the terms of which the Department of General Administration will provide demolition and project management services to the Seller. As a part of this Interagency Agreement, the Department of General Administration agreed to demolition and removal of all modular/portable buildings on the Henderson Bay site, removal and subsequent disposal of two (2) known underground storage tanks and one septic system, and removal of a portion of the asphalt on the site. This work is to proceed while the primary building, which occupies this site, is in use for the educational purpose of housing and offering a high school program to Henderson Bay High School students. The Seller represents to the Purchaser the expectation that this phase of the overall demolition project will be completed no later than December 1, 2000.
 - (b.) On or before November 15, 2000 the Seller will develop and publish a request for proposal (RFP) for the necessary demolition and removal as provided in the Agreement and submit a copy of same to the Purchaser;
 - (c.) On or before December 22, 2000 the Seller will have ceased use of the Henderson Bay facility for educational purposes and beginning this date and continuing until the demolition and removal is completed, will allow the Purchaser to visit the School Building to confirm performance;
 - (d.) On or before January 5, 2001 the contractor who will do the work described at (b) immediately above will be identified and a copy of the proposed contract documents will be provided to the Purchaser;
 - (e.) On or before January 15, 2001 the designated contractor will begin work.
 - (f.) All demolition and removal shall be completed no later than April 2, 2001 to the satisfaction of Purchaser.
- (2) Seller's initial request for appropriate demolition permits was made to the Purchaser, by the Washington State Department of General Administration, Division of Engineering & Architectural Service, Plant Operation Support, contractor to the Seller, on September 6, 2000. Seller commits to make further applications in a timely manner as necessary to fulfillment of this First Amendment. The Purchaser commits to process the Seller's request(s) for demolition permit(s) in a timely manner.

- (3) All provisions of the Agreement, which refer to the July 1, 2000 date for demolition, removal and disposal of the improvements on the School Building Property, or any procedures in the Agreement, which refer to this same procedure, shall be interpreted consistent with this First Amendment.

Section 2. Option to Purchase School Building Property. The Seller acknowledges that the Purchaser has exercised its option to purchase the School Building Property, as provided in Section 4 of the Agreement.

Section 3. Amendment to Section 7 of the Agreement: "Closing Date for the School Building Property": Section 7 of the Agreement shall be amended to read as follows:

The closing of the purchase and sale of the School Building Property (the "School Building Closing") shall be held no later than April 23, 2001, (the "School Building Closing Date") at the offices of the City of Gig Harbor, at 10:00 a.m. The foregoing notwithstanding, at any time the Seller shall have completed its pre-closing obligations required by Section 13, including but not limited to the storage tank removal and demolition, and is otherwise prepared to satisfy all requirements of the School Building Closing, the Seller may accelerate the School Building Closing Date to any date not less than ten (10) days after providing the Purchaser with written notice of the Seller's desired earlier School Building Closing Date. The School Building Closing Date, whenever referenced in the Agreement or this First Amendment, shall be as set forth in this Section.

Section 4. Amendment of Section 13.9 of the Agreement: Section 13.9 of the Agreement shall be amended to read as follows:

The Initial Studies (as defined in Section 14.4.1) have identified two (2) underground heating oil storage tanks on the Property. The Seller agrees to excavate and remove these two underground heating oil storage tanks (and any other underground storage tanks that may exist on the Properties) at its cost prior to Closing, and if necessary, to complete all remediation (other than long-term monitoring required by applicable law) of any contaminated ground water and/or soil. As to the two (2) heating oil tanks, the work shall be completed by December 1, 2000. As to such other underground tanks that may be identified in the course of demolition, the excavation and removal activities shall be completed no later than March 1, 2001. In the event the Seller does not perform the excavation and removal and/or complete all remediation (other than long-term monitoring required by applicable law), on or before March 1, 2001, the Purchaser may

complete the same and subtract the cost of such excavation, removal and remediation from the purchase price of the property. The Seller shall perform the excavation and removal activities in accordance with applicable federal, state and local laws and regulations, including, but not limited to, the Model Toxics Control Act (Chapter 70.105D RCW, as it now exists or may hereafter be amended), the regulations promulgated thereunder (Chapter 173-340 WAC, as now exists or may hereafter be amended). The Seller shall, prior to Closing, provide to the Purchaser copies of all contracts, reports and other documents relating to the excavation and removal activities, and the Seller shall provide the Purchaser, immediately upon completion of such removal and remediation and prior to Closing, complete documentation verifying that such removal and remediation has been performed in compliance with any applicable federal, state or local law, statute, regulation or ordinance.

Section 5. Amendment of Section 17, "Default" of the Agreement: Section 17 of the Agreement is hereby amended to read as follows:

If the Seller fails or refuses to perform its obligations under this Agreement, and in the event such failure to perform occurs prior to the Purchaser tendering funds to the Escrow Agent, the Purchaser may make such deductions from City of Gig Harbor Property Acquisition Fund 109 as are necessary to fully compensate the Purchaser the costs of completing demolition and removal, and tender the balance of such funds to the Escrow Agent. In the event the failure to perform occurs after the Purchaser has tendered funds to the Escrow Agent, then Escrow Agent shall (after receiving notice from the non-Defaulting Party and then giving the Defaulting Party three prior working day's written notice) refund any monies deposited by the non-Defaulting Party from City of Gig Harbor Property Acquisition Fund 109, and return any documents deposited with Escrow Agent by the non-Defaulting Party, on demand, without prejudice to any other legal rights or remedies of the non-Defaulting Party. In the event the Seller is the Defaulting Party hereunder, the Purchaser shall have, in addition to any right or remedy provided herein, the right to seek specific performance of this Agreement, or other equitable remedies against Seller in the event Seller fails or refuses to perform any covenant or agreement of Seller hereunder. ~~In the event the Seller is the Defaulting Party hereunder, the Purchaser shall have, in addition to any right or remedy provided herein, the right to seek specific performance of this Agreement, or other equitable remedies against Seller in the event Seller fails or refuses to perform any covenant or agreement of Seller hereunder.~~ With regard to Purchaser's options to declare default and assume control of the demolition and removal project, the Seller agrees that the Interagency Agreement between the Seller and the Washington State Department of General Administration is subordinate to this First Amendment; delivery of a notice of default from Purchaser to Seller shall be considered notice to the Department of General Administration which, as to the

Purchaser, effectively terminates the Department of General Administration's contract rights pertaining to the demolition and removal project, the Seller agreeing to hold the Purchaser harmless from whatever consequential contract claims may be made by the Department of General Administration against the Seller.

Section 6. Amendment of subsection 19.1 "Seller's Indemnity" of the Agreement: Section 19 of the Agreement is hereby amended to read as follows:

Seller shall indemnify and defend Purchaser (including its elected officials, officers, managers, employees and agents) and hold it harmless from and against any material claim, loss, liability and expense, including attorneys' fees and court costs (collectively, "Claims") incurred by Purchaser on account of (a) Claims by persons or entities other than Purchaser arising out of or in connection with the ownership, operation or maintenance of the Properties by Seller, or any fact, circumstances or event which occurred prior to the Closing Date, including the release, threatened release or existence of Hazardous Substances on the Properties; i.e., regardless of whether they were disclosed in the Initial Studies; and (b) Claims resulting from or arising directly or indirectly, in whole or in part, out of the breach of any representation, warranty, covenant or agreement of Seller contained in this Agreement. Seller acknowledges that the Purchaser plans to construct a new building on the School Building Property. Seller further acknowledges that if the Demolition and removal of the improvements and storage tanks are delayed beyond the dates set forth in this First Amendment, the Purchaser may incur damages from such delays, related to the contracts that the Purchaser intends to enter into with architects, engineers and contractors. Therefore, the indemnification provided by the Seller to the Purchaser in the Agreement and First Amendment specifically contemplates that the Seller will indemnify, defend and hold the City harmless from and against all claims, loss, liability and expenses, including attorneys' fees and court costs relating to these identified activities. In addition, this indemnification shall extend to all activities the Purchaser (or a contractor hired by the Purchaser) is authorized in writing and by Seller to perform on behalf of the Seller, including, but not limited to, the activities described in Section 13.11 of the Agreement and Section 1 of this First Amendment. Notwithstanding any language to the contrary in this Agreement, Seller agrees to indemnify, defend and hold the Purchaser harmless from and against any and all claims, liabilities, losses, penalties, remediation costs and expenses (including attorneys' and consultants' fees and costs) the Purchaser may incur or have asserted against it as a result of Seller's breach of the warranties in this agreement. At Purchaser's option, Seller shall promptly undertake any remediation required as a result of such breach at Seller's expense.

Section 7. Amendment of Section 23 "Notices." of the Agreement: Section 23 of the Agreement is amended to delete the requirement of sending a copy of the notice to "Ogden Murphy Wallace, 2100 Westlake Center Tower, 1601 Fifth Avenue, Seattle, WA 98101-1681, Attn: Carol A. Morris, Phone (206) 447-7000, Fax (206) 447-0215." A copy of the notice should be sent to: Carol A. Morris, Law Office of Carol A. Morris, P.C., 321 Bromley Place N.W., Bainbridge Island, WA 98110, Phone (206) 780-3502; Fax (206) 780-3507.

Section 8. All Other Provisions of the Agreement to Be Effective. Nothing in this First Amendment shall affect the remaining provisions of the Agreement, except as otherwise provided herein. All references to either the Agreement or the First Amendment to "the Agreement" or "the First Amendment," shall be interpreted to mean both documents.

Section 9. Counterparts. This First Amendment may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

Section 10. Entire Agreement. This First Amendment and the Agreement contain the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

Section 11. Attorneys' Fees. If the Seller or the Purchaser institute suit concerning this Agreement, the prevailing party shall be entitled to its court costs and reasonable attorneys' fees. In the event of a trial, the amount of attorneys' fees shall be fixed by the court. The venue for any suit shall be Pierce County, Washington.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed under seal by their respective duly authorized representatives on the dates indicated below, to be effective on the ___ day of _____, 2000.

Purchaser

Seller

City of Gig Harbor, Washington

Peninsula School District No. 401

By: _____

By: _____

Its _____

Its _____

Escrow Agent

Commonwealth Land and Title Company

By: _____

Its: _____

Address: _____



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR DR
DATE: SEPTEMBER 6, 2000
SUBJECT: LODGING TAX ADVISORY COMMITTEE APPOINTMENTS

BACKGROUND

Resolution 509 established the Lodging Tax Advisory Committee. The membership of the lodging Tax Advisory Committee consists of nine members, appointed by the City Council. One member is an elected official of the City who serves as chair, four members are representatives of businesses required to collect the tax, and four members are persons involved in activities authorized to be funded by revenue received from the tax.

POLICY CONSIDERATIONS

At this time the committee has two vacant positions. One is with the representatives of the businesses required to collect the tax and the other is with the persons involved in activities funded by the tax.

The following persons have graciously agreed to serve on the committee:

Representative of businesses required to collect the tax: Morton Altman

Persons involved in activities authorized to be funded: Jacque Goodwill

RECOMMENDATION

Staff recommends passage of this resolution.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, APPOINTING TWO NEW MEMBERS TO THE LODGING TAX ADVISORY COMMITTEE.

WHEREAS, the City of Gig Harbor currently levies a lodging tax pursuant to Chapter 67.28 RCW; and

WHEREAS, the Resolution 509 established a Lodging Tax Advisory Committee; and

WHEREAS, the Lodging Tax Advisory Committee is comprised of 9 members, and two positions are currently vacant; and

WHEREAS, resolution 509 provides that the vacant positions be filled by a person who is a representative of a business that is required to collect the lodging tax, and a person who is involved in activities that are not authorized to be funded with lodging tax monies; and

WHEREAS, the City received two volunteers to fill the vacant positions, Morton Altman and Jacquie Goodwill;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, HEREBY RESOLVES, as follows:

Section 1. The following persons are appointed to serve as members of the City of Gig Harbor Lodging Tax Advisory Committee to replace Mary Jackson and Marie Sullivan:

Membership Category	Appointee
Representative of businesses required to collect the tax:	<u>Morton Altman</u>
Persons involved in activities authorized to be funded:	<u>Jacquie Goodwill</u>

Section 2. This resolution shall take effect immediately upon passage.

RESOLVED this ____ day of _____, 2000.

APPROVED:

GRETCHEN A. WILBERT, MAYOR

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:



City of Gig Harbor. The "Maritime City"

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

TO: CITY COUNCIL MEMBERS
FROM: MAYOR WILBERT AND PATRICIA IOLAVERA
SUBJECT: APPOINTMENT TO DESIGN REVIEW BOARD
DATE: SEPTEMBER 6, 2000

INTRODUCTION/BACKGROUND

Jean Ratcliff Gagliano has served on the Design Review Board since November of 1995 and has decided not to serve another term.

Notice was given to the community inviting citizens interested in serving in a volunteer capacity on the Design Review Board to submit a letter of interest. Four of the seven letters received were from citizens who reside within the city. Resident and business owner, Linda Gair has indicated an interest in serving on the board. Her letter of interest outlines a significant contribution of time and talent already given to the community. Linda's insight would make a valuable addition to the board.

RECOMMENDATION

A motion to confirm the appointment of Linda Gair to serve a two year term on the Design Review Board.



City of Gig Harbor. The "Maritime City"

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

TO: CITY COUNCIL MEMBERS
FROM: MAYOR WILBERT AND PATRICIA IOLAVERA
SUBJECT: APPOINTMENTS TO DESIGN REVIEW BOARD
DATE: SEPTEMBER 6, 2000

INTRODUCTION/BACKGROUND

The two year terms of two members of the Design Review Board expire September 2000. Charles L. Hunter and Paul L. Kadzik have each agreed to accept appointment to another two year term on the Design Review Board.

The volunteer service of these two citizens has brought insight into the process of design review producing favorable results through utilizing the Gig Harbor Design Manual.

RECOMMENDATION

A motion to confirm the reappointment of Charles L Hunter and Paul L. Kadzik each to serve another two year term on the Design Review Board.



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR
SUBJECT: ORDINANCE - PLANNING DIRECTOR CONTRACT
DATE: SEPTEMBER 4, 2000

INFORMATION/BACKGROUND

The attached contract for Mr. John Vodopich to be the city's next Planning Director is presented for Council approval tonight. Mr. Vodopich is currently the Assistant Director of Community Development for Kitsap County. Prior to this post, from 1995-2000, Mr. Vodopich served as Kitsap County Planning Division Manager. From 1991-1995, he served in various professional planning capacities for Kitsap County. From 1989-1991, he began his career in Chelan County as a Plans Administrator and then as an Associate Planner. He is a member of the American Institute of Certified Planners and the American Planning Association, and is President-elect of the Washington State Association of County and Regional Planning Directors.

Mr. Vodopich earned a Bachelor of Arts Degree in Urban and Regional Planning with a minor in Cartography from Western Washington University in 1987. He is a 1982 graduate of Chief Sealth High School in Seattle.

Mr. Vodopich was selected from six finalists out of over fifty applicants by a team of city interviewers that included City Administrator Mark Hoppen, City Councilman Steve Ekberg, City resident and County Prosecutor Jill Guernsey, and Public Works Director David Skinner. Finalists included both in-state and out-of-state planning professionals, including Interim Planning Director Pat Iolavera and lead planners from Lacey, Washington; Boulder, Colorado; Newport, Oregon; and the City of New Orleans.

POLICY CONSIDERATIONS

Mr. Vodopich's proposed employment begins on October 9, mirrors his current vacation benefits, and provides for a minimum two-year commitment of employment given successful performance. Mr. Scott Snyder of Ogden Murphy Wallace reviewed the contract for the city.

FISCAL CONSIDERATIONS

The attached contract exceeds the top of the range for the Planning Director position identified in the City of Gig Harbor annual budget for the year 2000 by \$679 per month. The 2000 salary schedule will not require amendment to accommodate the proposed contract if the contract is adopted by ordinance. This salary adjustment is consistent with market demand for the position. The Planning Department budget for the year 2000 will not require adjustment consequent to the recommended range increase.

This contract is proposed through ordinance because of 35A.33.105 which says, "Notwithstanding the appropriations for any salary, or salary range of any employee or employees adopted in the final budget, the legislative body of any code city may, by ordinance,

change the wages, hours, and conditions of employment of any or all of its appointive employees if sufficient funds are available for appropriation to such purposes.”

RECOMMENDATION

I recommend that the City Council authorize the Mayor to sign the attached contract for Mr. John Vodopich consequent to the adoption of the attached ordinance, pursuant to GHMC section 1.08.020, which allows for the passage of an ordinance on the day of its introduction, upon the affirmative vote of a majority plus one of the whole membership of the Council. This procedure is necessary to enable Mr. Vodopich's start date of October 9, 2000.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE ADJUSTMENT OF WAGES FOR THE POSITION OF GIG HARBOR PLANNING DIRECTOR, TO INCREASE THE STARTING SALARY FOR SUCH POSITION TO \$71,400.00 ANNUALLY.

WHEREAS, the City engaged in a search for a new Planning Director; and

WHEREAS, after an extensive search, the City's selection committee has recommended that the City Council approve an employment contract with John Vodopich; and

WHEREAS, the salary proposed for Mr. Vodopich is higher than the salary at the top of the pay range for the Gig Harbor Planning Director; and

WHEREAS, RCW 35A.33.105 allows the City Council to change the wages of its appointive employees, notwithstanding the appropriations for any salary or salary range adopted in a final budget, as long as the City adopts an ordinance and if sufficient funds are available for such purposes; and

WHEREAS, the position of Planning Director is defined as an "appointive employee" in RCW 35A.12.090; and

WHEREAS, the Gig Harbor Finance Director has informed the City Council that sufficient funds are available in the City's budget to allow an increase in the Planning Director starting salary, as proposed in this Ordinance; Now, therefore,

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

Section 1. The salary of the Gig Harbor Planning Director, as established in Ordinance No. _____, which adopts the City's Final Budget for the year 2000-2001, is hereby revised to a beginning annual salary of \$71,400. The Planning Director salary range will be established during the City's final budget adoption process for the year 2001-2002.

Section 2. The City Council hereby finds that sufficient funds are available in the City's budget to allow the increase in the Planning Director salary, as provided herein.

Section 3. A copy of this Ordinance as adopted shall be transmitted to the state auditor and to the Association of Washington Cities, as required by RCW 35A.34.130.

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this _____th day of _____, 2000.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____

CAROL A. MORRIS

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

SUMMARY OF ORDINANCE NO. ____

of the City of Gig Harbor, Washington

On _____, 2000, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE ADJUSTMENT OF WAGES FOR THE POSITION OF GIG HARBOR PLANNING DIRECTOR, TO INCREASE THE STARTING ANNUAL SALARY FOR SUCH POSITION TO \$71,400.00.

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

APPROVED by the City Council at their meeting of _____, 2000.

MOLLY TOWSLEE, CITY CLERK

RECEIVED

SEP - 5 2000

CITY OF GIG HARBOR

**PLANNING DIRECTOR
EMPLOYMENT AGREEMENT**

THIS AGREEMENT entered into as of the 11th day of September, 2000, by and between the CITY OF GIG HARBOR, WASHINGTON, a noncharter optional municipal code city, hereinafter referred to as "City," and John P. Vodopich, hereinafter referred to as "Employee," for the mutual benefits to be derived, hereby agree as follows:

WITNESSETH:

WHEREAS, the City of Gig Harbor has conducted a selection process to fill the position of Planning Director, and

WHEREAS, Employee has been selected to fill said position, and

WHEREAS, it is beneficial for both parties to establish and delineate the conditions of said employment,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereby agree as follows:

Section 1. Commencement of Employment. The City hereby agrees to employ Employee as Planning Director, and Employee hereby agrees to accept said employment in accordance with the terms and provisions of this agreement hereinafter set forth.

Section 2. Duties. Employee shall perform all duties of the Planning Director, as set forth in the City's job descriptions, personnel rules and procedures, and such other duties as may be assigned from time to time by the Mayor or City Administrator.

Section 3. Commencement of Employment - Term. Employee's employment shall commence effective as of October 9, 2000, and shall continue, unless terminated in the manner provided hereinafter in this agreement. Employee understands and agrees that he must commit to a term of employment of not less than two (2) years from the commencement of employment, unless otherwise terminated by the City as hereinafter provided. Employee agrees that the two-year commitment is reasonable and acknowledges that his failure to honor said two-year term can cause irreparable harm to the City and further agrees that the provisions of this agreement relating to the minimum term to which Employee is committed to serve may be specifically enforced by the City to prevent Employee from accepting Employment with another city, county, special district or planning department in the counties of Pierce, King, Snohomish, or Kitsap, Washington, during such two-year period. Employee further acknowledges that this restriction on his ability to seek employment in a planning department or with any city, county, or special district in the area, as set forth above, during said two-year period is geographically reasonable, the duration is reasonable and the restrictions will not deprive him of

his ability to maintain his livelihood. The provisions of this section relating to restrictions on the ability of the Employee to seek employment for a two-year period shall not be applicable if this agreement is terminated by the City in the manner provided hereinafter.

Section 4. Salary - Performance Review. The starting salary for Employee, commencing October 9, 2000, shall be Seventy One Thousand and Four Hundred Dollars (\$71,400) annually, which salary shall be paid in accordance with the normal and usual procedure for payment of employees of the City. After satisfactory completion of a six-month employment probationary period, Employee shall be eligible for a performance pay increase from 0% to 5% or for merit/bonus pay as per the City of Gig Harbor Personnel Regulations.

Employee's performance shall be reviewed at least annually and more frequently if required by the Mayor or City Administrator or if requested by Employee.

Section 5. Benefits, etc.

- A. Employee shall accrue sick leave and all other benefits as provided for general employees of the City in accordance with the general employees' compensation plan; provided, however, that in the event the State of Washington shall legislate a requirement that Employee receive an illness and/or disability leave benefit which otherwise covers the Employee as sick leave would, then Employee shall not be entitled to sick leave in addition to said other benefits. Also, Employee will begin employment at a vacation accumulation rate of 13.33 hours per month (20 days per year) and shall receive a vacation accumulation rate of 16.67 hours per month (25 days per year) after one year of successful employment.
- B. Employee shall be enrolled in the applicable retirement system available to Employee pursuant to the laws of the State of Washington. Both the City and Employee shall make the contributions that are required to be made in accordance with the applicable laws of the State of Washington.
- C. Employee shall be entitled to take such paid holidays as are established by the City.

Section 6. Termination of Employment.

- A. By City. As stated hereinabove, Employee has committed to continue his employment with the City for a minimum period of two (2) years, to wit, until October 8, 2002. It is recognized that this agreement is a contract for personal services, and Employee acknowledges and agrees that the City may terminate him as a for cause Employee. The City Administrator may decide in his sole discretion to terminate the Employee as a for cause Employee. Provided, however, that the employee may be terminated immediately without prior written notice based on the commission of a crime, gross misconduct, malfeasance, neglect of duty or any other act which significantly impairs the public's confidence in its public servants.

In the event the City terminates Employee's employment for convenience (without just cause) during the term of this contract, then Employee will be entitled to compensation to the date of such termination, including compensation for all leave, holidays, and other benefits accrued as of the date of termination, calculated at the rate of pay in effect upon termination.

City will also: (i) pay Employee a lump sum cash payment equal to three months (3) aggregate compensation, and (ii) continue to pay the life, health, disability, and dental insurance benefits that Employee was receiving on the date prior to termination until such benefits are provided by a subsequent employer or for three (3) months after the date of termination, whichever is less.

- B. By Employee. In the event Employee shall terminate his employment with the City subsequent to the expiration of his two year commitment, or by mutual agreement of the parties, or if permitted to terminate this agreement by law, Employee agrees that he shall provide the City not less than thirty (30) days prior notice of the effective date of said termination in order to afford the City a reasonable opportunity to find a replacement for Employee. The parties further agree that, in the event a replacement is found who is able to commence employment prior to the expiration of the 30 - day notice, the parties agree that they shall, in good faith, negotiate an earlier termination date.

Section 7. General Provisions.

- A. This agreement constitutes the entire agreement between the parties, and both parties acknowledge that there are no other agreements, oral or otherwise, that have not been fully set forth in the text of this agreement.
- B. The parties hereby further agree that this agreement cannot be amended or modified without the written concurrence of both parties.
- C. If any provision or portion of this agreement is held to be unconstitutional, invalid or, unenforceable, the City shall have the right, at its option, to declare the agreement void and enter into negotiations with Employee for execution of a new personal services agreement.
- D. Employee understands that he has a right to consult with an attorney concerning the provisions of this agreement, and (1) Employee acknowledges he has done so as is evidenced by the attorney's signature below; or (2) Employee has knowingly and voluntarily selected not to consult with an attorney.
- E. Notice. Any notices required to be given by the City to Employee or by Employee to the City shall be delivered to the following parties at the following addresses:

1. City of Gig Harbor

City Administrator
3105 Judson Street,
Gig Harbor, WA 98335

2. John P. Vodopich
3105 Judson Street
Gig Harbor, WA 98335
- or

Any notices may be either delivered personally to the addressee of the notice or may be deposited in the United States mails, postage prepaid, to the address set forth above. Any notice so posted in the United States mails shall be deemed received three (3) days after the date of mailing.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed and executed as of this 11th day of September, 2000.

CITY OF GIG HARBOR

Gretchen A. Wilbert, Mayor

ATTEST

Mark E. Hoppen, City Administrator

EMPLOYEE



John P. Vodopich

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

1. City of Gig Harbor
 City Administrator
 3105 Judson Street,
 Gig Harbor, WA 98335

2. John P. Vodopich
 3105 Judson Street
 Gig Harbor, WA 98335

or

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CITY OF GIG HARBOR

 Gretchen A. Wilbert, Mayor

ATTEST

 Mark E. Hoppen, City Administrator

EMPLOYEE

 John P. Vodopich

APPROVED AS TO FORM:
 OFFICE OF THE CITY ATTORNEY:





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 DR
DATE: SEPTEMBER 6, 2000
SUBJECT: ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF LOCAL IMPROVEMENT DISTRICT NO. 99-1 BOND ANTICIPATION NOTE.

BACKGROUND

We solicited bids from both local and regional lenders in April. We received responses from KeyBank, U. S. Bank, and Wells Fargo. The KeyBank offer is most advantageous to the City and, therefore has been selected.

FISCAL CONSIDERATIONS

The proceeds of this note will fund the project costs in excess of the City and County contribution to the project. The note will be drawn against as funds are needed to pay project costs. The note will be refunded with LID special assessments to benefited property and subsequent LID bonds.

The original estimate for the Local Improvement District (LID) was approximately \$1,645,000. Due to lower anticipated costs, the total amount of the bond anticipation note is \$1,200,000. The note carries a fixed interest rate of 4.93% and is due in 15 months. This interest rate is guaranteed for 14 days. The LID improvements are expected to be complete and the final assessment roll approved prior to the note's due date.

POLICY CONSIDERATIONS

The 4.93% interest rate on the note expires September 20, 2000. To ensure this favorable rate staff recommends passage of the ordinance at first reading.

RECOMMENDATION

Staff recommends adoption of the ordinance, pursuant to GHMC section 1.08.020, which allows for passage of an ordinance on the day of its introduction, upon the affirmative vote of a majority plus one of the whole membership of the Council.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF A BOND ANTICIPATION NOTE FOR THE PURPOSE OF PROVIDING INTERIM FINANCING FOR IMPROVEMENTS WITHIN LOCAL IMPROVEMENT DISTRICT NO. 99-1 IN THE AGGREGATE PRINCIPAL AMOUNT OF \$1,200,000; PROVIDING THE FORM, TERMS AND MATURITY OF SAID NOTE; CREATING A SPECIAL FUND FOR THE PAYMENT OF SAID NOTE; AND APPROVING THE SALE OF SUCH NOTE.

WHEREAS, the City of Gig Harbor, Washington (the "City") formed Local Improvement District No. 99-1 (the "District") by Ordinance No. 833 on December 13, 1999; and

WHEREAS, the City Council (the "Council"), has deemed it in the best interest of the City and its citizens that the City commence improvements to LID No. 99-1 as described in Ordinance No. 833 (collectively, the "Improvements"); and

WHEREAS, the City has received a written offer from KeyBank National Association, Gig Harbor, Washington (the "Bank"), to purchase a bond anticipation note in an amount equal to \$1,200,000 (the "Note"), to provide financing for the Improvements and to pay the costs of issuance of the Note, and the City has determined that it is in the best interest of the City to accept the written offer and sell the Note to the Bank; and

WHEREAS, this City Council has determined that it is in the best interest of the residents of the City that such obligations be issued under the terms and conditions set forth in this ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DOES ORDAIN, as follows:

Section 1. Definitions. As used in this ordinance, the following words shall have the following meanings:

Act means Chapter 39.50 RCW.

Bank means KeyBank National Association, Gig Harbor, Washington, or its corporate successor.

Bonds means any general obligation bonds or the local improvement district bonds of the City to be issued for the purpose of providing permanent financing for the Improvements.

City means City of Gig Harbor, Washington, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Washington.

City Treasurer means the Treasurer of the City, or any successor to the functions of the City Treasurer.

Closing Date means the date of original issuance and delivery of the Note to the Bank.

Code means the federal Internal Revenue Code of 1986, as amended from time to time, and the applicable regulations thereunder.

Council means the duly constituted City Council as the general legislative body of the City.

District means Local Improvement District No. 99-1.

Guaranty Fund means the City's Guaranty Fund maintained pursuant to RCW ch. 35.54.

Improvements means the improvements to be undertaken within the District as more specifically set out in Ordinance No. 833 passed by the City Council on December 13, 1999.

Local Improvement District No. 99-1 Project Fund means the City's Local Improvement District No. 99-1 Fund created pursuant to Section 8 of this ordinance.

Note means the City of Gig Harbor, Washington Limited General Obligation Bond Anticipation Note, 2000, the sale and issuance of which is authorized herein.

Note Fund means the 2000 Note Redemption Fund, created in the office of the City Treasurer by Section 5 of this ordinance.

Note Register means the registration books showing the name, address and tax identification number of the Bank as owner of the Note, maintained pursuant to Section 149(a) of the Code.

Registrar means the City Treasurer.

SEC means the Securities and Exchange Commission.

Section 2. Authorization of the Note. For the purpose of providing interim financing of the Improvements pending their completion and the issuance of the Bonds, the Council hereby authorizes the issuance and sale of a limited general obligation bond anticipation note in the aggregate principal amount of \$1,200,000 to the Bank under the terms and conditions set forth in the Bank's commitment letter dated July 5, 2000 (the "Note"). The Note shall be designated as the "City of Gig Harbor, Washington Limited General Obligation Bond Anticipation Note, 2000," shall be dated as of the Closing Date, shall be issued in fully registered form in the denomination of \$1,200,000, shall bear interest at a per annum rate of 4.93 %, payable at maturity and shall mature 15 months from the Closing Date. Interest on the Note shall be calculated on the basis of a year of 365 days and the actual number of days elapsed.

Section 3. Prepayment of the Note. The City may prepay the Note in whole or in part, at any time, without penalty. Prepayments shall be applied first to interest and then principal.

Section 4. Registration and Payment. The Note shall be in registered form as to both principal and interest, and the City Treasurer is hereby appointed to act as the "Registrar." The Note shall not be transferable.

Both principal of and interest on the Note shall be payable in lawful money of the United States of America. The final payment of principal of and interest on the Note shall be payable only upon presentation and surrender thereof by the Bank at the office of the Registrar.

Section 5. Note Fund--Security and Sources of Payment of the Note. There is hereby authorized to be established and the City Treasurer is authorized and requested to establish a special fund of the City to be known as the "2000 Note Redemption Fund" (the "Note Fund"), which fund shall be a trust fund and shall be drawn upon only for the payment of the principal of and interest on the Note. The City hereby irrevocably covenants and agrees that on or before the date 15 months from the Closing Date, proceeds of the Bonds or the refunding notes or, in the alternative, assessments levied within LID No. 99-1, in an amount sufficient to pay the principal of and interest on the Note as the same become due shall be deposited in the Note Fund.

The Note shall be an obligation of the Note Fund and additional funds of the City as specified by the City, and shall be a general obligation of the City. For so long as the foregoing pledge of the general credit of the City is in effect, the City hereby further irrevocably covenants that, unless the principal of and interest on the Note are paid from other sources, it will make annual levies of taxes upon all of the property in the City subject to taxation within and as a part of the tax levy permitted to the City without a vote of the electors in amounts sufficient to pay such principal and interest as the same shall become due. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of such taxes and for the prompt payment of such principal and interest.

Section 6. Execution and Delivery of Note. The Note shall be executed on behalf of the City by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk. The official seal of the City shall be impressed or a

facsimile thereof imprinted on the Note. In case any officer whose signature shall appear on any Note shall cease to be an officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, and such Note may be authenticated and delivered the same as if such officer had remained in office until such delivery.

The Note shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance only if a Certificate of Authentication thereon in the form hereinafter specified in Section 11 shall be manually executed by the Registrar. Such Certificate of Authentication shall be conclusive evidence that the Note so authenticated has been duly executed, authenticated and delivered hereunder and is entitled to the benefits of this ordinance.

Section 7. Sale of the Note. The Note shall be sold to KeyBank National Association, Gig Harbor, Washington in accordance with its proposal for the purchase of the Note dated July 5, 2000 and the acceptance of such proposal is hereby ratified and confirmed. The Bank shall be paid a loan origination fee of \$1,200 on the Closing Date, which may be paid in the form of a drawing under the Note.

The proper officials of the City are hereby authorized and directed to do all things necessary for the prompt execution and delivery of the Note and the items required to be delivered to the Bank under the terms of its commitment dated July 5, 2000 and for the proper use and application of the proceeds of sale thereof.

Section 8. Application of Note Proceeds. There is hereby authorized to be created a special fund of the City designated as the "Local Improvement District No. 99-1 Project Fund" (the "LID No. 99-1 Fund"). Following the execution and delivery of the Note, the City may make drawings on the Note and such proceeds shall be used, together with other moneys on deposit therein and available therefor, for the undertaking of the Improvements and for paying all

expenses incidental thereto (including but not limited to costs of issuance of the Note, engineering, financing, legal or any other incidental costs). In order to obtain a drawing, the City shall notify the Bank in writing each time that a draw is required to pay the costs of the Improvements or costs of issuance of the Note. The Bank will then notify the City Treasurer of the delivery date of the cashier's check (or wire transfer) representing the draw. The proceeds of drawings shall be deposited in the LID No. 99-1 Fund. Thereafter, approved warrants may be drawn upon the LID No. 99-1 Fund and delivered to vendors or contractors. It is anticipated that draws will be made on no more than a monthly basis and shall be made in an amount sufficient to pay warrants approved by the City for costs of the Improvements and costs of issuance.

All moneys held in the LID No. 99-1 Fund may be invested in any legal investment for the City's funds, and all investments shall be scheduled to mature as costs of the Improvements are reasonably anticipated to be incurred. Interest earned and income or profits derived by virtue of investments of moneys in the LID No. 99-1 Fund may remain in the LID No. 99-1 Fund and may be used for the payment of costs of the Improvements. Upon the completion of the Improvements and the payment of all expenses incidental thereto, including the payment of all retainages for construction, the balance on hand in the LID No. 99-1 Fund shall be transferred to the Note Fund, and the LID No. 99-1 Fund shall be closed.

Section 9. Lost, Destroyed or Mutilated Note. In the event the Note is lost, destroyed, or mutilated, the City will cause a new Note to be issued, authenticated and delivered substantially similar to the original, to replace the same, in such manner and upon such reasonable terms and conditions as the Registrar may from time to time determine.

Section 10. Covenants of the City. The City hereby makes the following covenants to the Bank:

(a) *Punctual Payment of the Note.* The City covenants that amounts on deposit in the Note Fund shall be drawn upon solely for the purpose of paying the principal of and interest on the Note. The City further covenants that it will duly and punctually pay or cause to be paid the principal of and interest on the Note at the place, on the date and in the manner provided in the Note and herein. The City further covenants and agrees that it will deposit moneys from the sources herein provided or issue refunding notes in such amount and at such time as will enable it to make the deposits into the Note Fund required by Section 5 of this ordinance.

(b) *Note to Remain Tax-Exempt; Nonarbitrage Covenant.* The City covenants that it will not take or permit to be taken on its behalf any action that would adversely affect the exemption from federal income taxation of the interest on the Note and will take or require to be taken such acts as may reasonably be within its ability and as may from time to time be required under applicable law to continue the exemption from federal income taxation of the interest on the Note. Without limiting the generality of the foregoing, the City covenants that it will not take any action or fail to take any action with respect to the investment of the proceeds of any Note or other funds that would result in constituting the Note as an "arbitrage bond" within the meaning of such term as used in Section 148 of the Code.

The City represents that it has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is an issuer whose arbitrage certifications may not be relied upon.

Section 11. Form of Note and Certificate of Authentication. The Note shall be in substantially the following form:

UNITED STATES OF AMERICA

NO. R-1

\$1,200,000
(or so much thereof as is
shown on the attached grid)

STATE OF WASHINGTON

CITY OF GIG HARBOR, WASHINGTON
LIMITED GENERAL OBLIGATION
BOND ANTICIPATION NOTE, 2000

Registered Owner: KeyBank National Association
Gig Harbor Center
Mailcode WA-31-99-0145
3216 Judson Street
Gig Harbor, WA 98335

Tax Identification Number: _____

Principal Amount: \$1,200,000 (or so much thereof as is shown on the attached grid)

Maturity Date: _____, 2001

Interest Rate: _____%

Interest calculated on the basis of: 365 day year and actual days elapsed.

THE CITY HEREBY PLEDGES ITS FULL FAITH AND CREDIT FOR THE REPAYMENT OF THIS NOTE. FOR SO LONG AS THE FOREGOING PLEDGE OF THE GENERAL CREDIT OF THE CITY IS IN EFFECT, THE CITY HEREBY FURTHER IRREVOCABLY COVENANTS THAT, UNLESS THE PRINCIPAL OF AND INTEREST ON THIS NOTE ARE PAID FROM OTHER SOURCES, IT WILL MAKE ANNUAL LEVIES OF TAXES UPON ALL OF THE PROPERTY IN THE CITY SUBJECT TO TAXATION WITHIN AND AS A PART OF THE TAX LEVY PERMITTED TO THE CITY WITHOUT A VOTE OF THE ELECTORS IN AMOUNTS SUFFICIENT TO PAY SUCH PRINCIPAL AND INTEREST AS THE SAME SHALL BECOME DUE. THE FULL FAITH, CREDIT AND RESOURCES OF THE CITY ARE HEREBY IRREVOCABLY PLEDGED FOR THE ANNUAL LEVY AND COLLECTION OF SUCH TAXES AND FOR THE PROMPT PAYMENT OF SUCH PRINCIPAL AND INTEREST.

The City of Gig Harbor, Washington (the "City") hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above from the 2000 Note Redemption Fund (the "Note Fund") created by Ordinance No. _____, passed on September ____, 2000 (the "Note Ordinance"), the Principal Amount indicated above on the Maturity Date and to pay interest thereon from its dated date, or the most recent date to which interest has been paid or duly provided for until payment of this note at the Interest Rate set forth above, payable on the Maturity Date.

Both principal of and interest on this note is payable in lawful money of the United States of America. Principal shall be paid to the Registered Owner or assigns upon presentation and surrender of this note to the City Treasurer (the "Registrar").

This note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Note Ordinance until the Certificate of Authentication hereon shall have been manually signed by the Registrar.

This note is created pursuant to the Note Ordinance payable solely from the Note Fund created pursuant to the Note Ordinance into which the City has covenanted and agreed to deposit the proceeds of local improvement district bonds of the City issued to finance the cost of improvements within Local Improvement District No. 99-1. The City has further covenanted to deposit money in the Note Fund from the proceeds of bonds or assessments, including the guaranty fund of the City.

THIS NOTE IS NOT TRANSFERABLE.

The City may prepay this note in whole or in part, at any time, without penalty. Prepayments shall be applied first to interest and then principal.

This note is not a "private activity bond." The City has designated this note as a "qualified tax-exempt obligation" for investment by financial institutions pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this note have happened, been done and performed and that the issuance of this note does not violate any constitutional, statutory or other limitation upon the amount of indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Gig Harbor, Washington, has caused this note to be signed with the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and the seal of the City to be impressed or a facsimile thereof to be imprinted hereon, as of this ____ day of _____, 2000.

CITY OF GIG HARBOR, WASHINGTON

By _____
Mayor

ATTEST:

City Clerk

The Registrar's Certificate of Authentication on the Note shall be in substantially the following form:

CERTIFICATE OF AUTHENTICATION

This note is the note described in the within-mentioned Note Ordinance and is the Limited General Obligation Bond Anticipation Note, 2000 of the City of Gig Harbor, Washington, dated _____, 2000.

CITY OF GIG HARBOR, WASHINGTON

By _____
City Treasurer

Section 12. Tax Designation. The City hereby designates the Note as a "qualified tax-exempt obligation" for purchase by financial institutions pursuant to Section 265(b) of the Code. The City does not anticipate that it will issue more than \$10,000,000 in "qualified tax-exempt obligations" during the year 2000.

Section 13. General Authorization. The officials of the City are hereby authorized to do and perform from time to time any and all acts and things consistent with this ordinance necessary or appropriate to carry the same into effect.

Section 14. Effect of Partial Invalidity. In case any one or more of the provisions of this ordinance or of the Note shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this ordinance or of said Note, but this ordinance and said Note shall be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, obligation or agreement contained in the Note or in this ordinance shall for any reason be held to be in violation of law, then such covenant, obligation or agreement shall be deemed to be the covenant, obligation or agreement of the City to the full extent permitted by law.

Section 15. Effect of Covenants, Etc. No covenant, obligation or agreement contained herein shall be deemed to be a covenant, obligation or agreement of any present or future official, member, agent or employee of the City in his or her individual capacity, and neither the members of the City Council nor any officer thereof executing the Note shall be liable personally on the Note or be subject to any personal liability or accountability by reason of the issuance thereof. No member, officer, agent or employee of the City shall incur any liability in acting or proceeding or in not acting or proceeding, in good faith in accordance with the terms of this ordinance.

Section 16. LID Support Agreement. The City hereby approves the LID Support Agreement, upon final review by the City's financial advisor and bond counsel, and authorizes the City Administrator to sign it on behalf of the City.

Section 17. Ongoing Disclosure. The City is exempt from the ongoing disclosure requirements of the Securities and Exchange Commission Rule 15c2-12 by reason of the exemption set forth in subsection (d)(i) of that rule with respect to the issuance of securities in authorized denominations of \$100,000 or more.

APPROVED by the City Council of City of Gig Harbor, Washington, at a regular meeting thereof held this ____ day of September, 2000.

CITY OF GIG HARBOR, WASHINGTON

By _____
Mayor

ATTEST:

City Clerk

[First Reading: September ___, 2000
Date Adopted: September ___, 2000
Date of Publication: September ___, 2000
Effective Date: September ___, 2000]

CERTIFICATE

I, the undersigned, City Clerk of City of Gig Harbor, Washington (the "City") and keeper of the records of the City Council (the "Council"), DO HEREBY CERTIFY:

1. That the attached ordinance is a true and correct copy of Ordinance No. ____ of the Council (the "Ordinance"), duly approved at a regular meeting thereof held on the ____ day of September, 2000.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the passage of the Ordinance; that all other requirements and proceedings incident to the proper passage of the Ordinance have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of September, 2000.

Clerk



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: COMPREHENSIVE SANITARY SEWER PLAN
- CONSULTANT SERVICES CONTRACT, AMENDMENT NO. 1
DATE: SEPTEMBER 6, 2000

INTRODUCTION/BACKGROUND

On July 28, 1998 the Council approved the Consultant Services Contract with Gray & Osborne, Inc. for engineering services related to the preparation of the 1999 update to the comprehensive sanitary sewer plan. During the review of the draft version of this plan it was discovered that an area in the northern Urban Growth Area was incorrectly shown as "forest reserve," with no planned development during the 20-year planning period. This change in projected population from the UGA has resulted in an increase in the 20-year design population from 19,528 in the draft Plan to 26,305, which is a 35 percent increase.

The new population projection has required the consultant to re-evaluate the growth impacts on collection system and wastewater treatment plant needs for the City over the next 20 years, with extensive additional modeling of the collection system to identify existing sewers with inadequate conveyance capacity, as well as the need for new sewers to serve the areas that were incorrectly shown in the "forest reserve" area.

Council approval is being requested to execute a contract amendment to the engineering services contract with Gray & Osborne, Inc., for the additional engineering services.

FISCAL CONSIDERATIONS

The Consultant Service Contract with Gray and Osborne, Inc. for engineering services is in the amount of \$42,232.00. Amendment No. 1 for the additional engineering services is in the amount of \$9,000.00 for a total not to exceed amount of \$51,232.00. Sufficient funds are available for this work.

RECOMMENDATION

I recommend that the Council authorize execution of Amendment No. 1 to the Consultant Services Contract for engineering services between the City of Gig Harbor and Gray & Osborne, Inc., for the Comprehensive Sanitary Sewer Plan in the not-to-exceed amount of nine thousand dollars and no cents (\$9,000.00).

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

THIS AMENDMENT is made to the AGREEMENT, dated July 28, 1998, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Gray & Osborne, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 701 Dexter Avenue North, Seattle, Washington 98109 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the updating of the Comprehensive Sanitary Sewer Plan and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agreed to perform the services, and the parties executed an Agreement on July 28, 1998 (hereinafter the "Agreement"); and

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

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

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

Section 2. Amendment to Compensation. Section II(A) of the Agreement is amended to require the City to pay compensation to the Consultant for the work described in **Exhibit A** to the Amendment in the amount of: Nine thousand dollars and no cents (\$9,000.00). This Amendment shall not modify any other of the remaining terms and conditions in Section II, which shall be in effect and fully enforceable.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____
day of _____, 2000.

THE CITY OF GIG HARBOR

By: 
Its Principal

By: _____
Mayor

Notices to be sent to:

CONSULTANT
Gray & Osborne, Inc.
Attn: John P. Wilson, P.E.
701 Dexter Avenue North
Seattle, Washington 98109
(206) 284-0860

David R. Skinner, P.E.
Director of Public Works
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-8145

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Tony Vivolo 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 President of Gruy + Osborne Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9/5/00

Melissa Drysdale
melissa Drysdale
(print or type name)

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

My Commission expires: 3/9/03

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

EXHIBIT A
SCOPE OF SERVICES



Gray & Osborne, Inc.
CONSULTING ENGINEERS

August 1, 2000

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

SUBJECT: SEWER COMPREHENSIVE PLAN REVISION
CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON
G&O #98631

Dear Mr. Skinner:

This past March we completed a draft version of the City's *Sewer Comprehensive Plan* and submitted it to the City for review. The City's comments included notification that an area in the northern UGA was incorrectly shown in the *Plan* as "forest reserve", with no planned development during the 20-year planning period. Instead, we were informed that portions of this area were planned to have significant residential and commercial development that would increase future population and sewage flows above the numbers indicated in the draft *Plan* for the City's UGA. Our draft *Plan* reflected the latest population projections provided to us by the City's planner, Beckwith & Associates. Apparently, this population information had been updated after our draft *Plan* submittal, and more recent population forecasts by Beckwith & Associates showed considerable growth in the northern UGA.

This change in projected population for the City's UGA has resulted in an increase in the 20-year design population from 19,528 in the draft *Plan* to 26,305, which is a 35% increase. Please note that this change results in an annual sewer population growth rate of 7.7%.

The new population projection has required us to re-evaluate the growth impacts on collection system and wastewater treatment plant needs for the City over the next 20 years. This large a change in future population has significant impacts on these needs. We have had to conduct extensive additional modeling of the collection system to identify existing sewers with inadequate conveyance capacity. We have also had to evaluate the need for new sewers to serve the areas that were previously reported to have

EXHIBIT A
SCOPE OF SERVICES



Mr. David R. Skinner, P.E.
August 1, 2000
Page 2

zero future growth due to "forest reserve" designation. This work also required us to review and recommend line sizes and routings, as well as pump station capacities.

The increase in future population also resulted in the need for additional wastewater treatment plant capacity to serve the City for the next 20 years. The required future capacity increases from 2.4 mgd in the draft *Plan* to 3.5 mgd for the revised population of 26,305 in year 2019. To accommodate this change, we had to re-analyze the treatment plant design and revise the recommended process and site layout for the greater capacity.

The changes in the recommended capital improvement plan to provide the necessary increases in collection system and wastewater treatment plant capacity required us to develop new cost estimates for the revised and additional facilities. These new costs then had to be incorporated into a new financial analysis of the City's funding program to pay for the facilities.

Due to the described additional work required to revise the *Sewer Comprehensive Plan* to reflect the change in population projections, we respectfully request an increase in engineering fees to complete the report. We estimate the additional work will result in a cost increase of \$9,000. We are currently proceeding with the revisions to the *Plan*, and we trust that the City will accept our request for additional fees and will issue a contract addendum in the indicated amount.

Thank you for consideration of this request for compensation for the additional work required to revise the *Sewer Comprehensive Plan*. Please call me if you wish to discuss this matter further.

Very truly yours,

GRAY & OSBORNE, INC.

John P. Wilson, P.E.

JPW/ts



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: INSPECTION SERVICES - CONSULTANT SERVICES CONTRACT
DATE: SEPTEMBER 6, 2000

INTRODUCTION/BACKGROUND

As identified in the 2000 budget, two temporary construction inspectors were required to assist in the inspection of the East-West Road and Point Fosdick Drive Improvement Projects as well as the high volume of private development construction projects anticipated for this year.

In January 2000, Mr. John Tevis, P.E. was rehired by the City as a temporary construction inspector to finish the inspection on the Rosedale Street Improvement Project, which he had begun in 1999, and in anticipation of the inspection required on the East-West Road Project.

In August of this year, the Department of Retirement Services notified Mr. Tevis that he would lose his retirement benefits if he worked more than 70+ hours for any 5-month period in a year for two consecutive years. His time will exceed the maximum allowed at the end of September 2000. Therefore Mr. Tevis has resigned as a construction inspector for the City effective October 1, 2000. However, since Mr. Tevis is a licensed engineer and is listed on the City's consultant roster, and provides exemplary services (i.e. on the Rosedale Street Project and the East-West Roadway Project), Mr. Tevis is the most qualified to perform the inspection services for the East-West Road. His selection is also based on his understanding of the project, familiarity with the area, and extensive municipal inspection experience.

Council approval of the Consultant Services Contract is being requested.

POLICY CONSIDERATIONS

Mr. Tevis does not carry the Commercial General Liability and Professional Liability coverage required in our standard Consultant Services Contracts, and carries \$350,000 rather than the standard \$1,000,000 automobile liability coverage. I recommend that these requirements be waived since no design work is involved.

FISCAL CONSIDERATIONS

Since Mr. Tevis has resigned as a City employee, there will be no net change in the Street fund as a result of this contract.

RECOMMENDATION

I recommend that the Council authorize execution of the Consultant Services Contract with John Tevis, P.E., for inspection services for the East-West Roadway Project in an amount not to exceed Thirty-three thousand fifty-nine dollars and no cents (\$33,059.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
JOHN M. TEVIS, P.E.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and John M. Tevis, P.E., a sole proprietor organized under the laws of the State of Washington, located and doing business 4035 Dover Court S.E., Olympia, Washington 98501 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the construction of the East – West Roadway Project, and desires that the Consultant perform services necessary to provide the following inspection services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated September 6, 2000, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Thirty-three thousand fifty-nine dollars and no cents (\$33,059.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

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

III. Relationship of Parties

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

The Consultant acknowledges that it is entitled only to the compensation expressly stated in this Agreement. The Consultant is not entitled to any City benefits. The Consultant will defend, indemnify and hold harmless the City from any loss or expense including but not limited to judgement, set-offs, attorney's fees or costs incurred by reason of claims or demands arising in connection with the provisions of this paragraph.

IV. Duration of Work

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

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the

Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in

connection with the Consultant's own work including the work of the Consultant's agents, representatives, employees, sub-consultants or sub-contractors.

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

1. Business auto coverage for any auto no less than a \$350,000 each accident limit.

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

CONSULTANT
John M. Tevis, P.E.
4035 Dover Ct. SE
Olympia, Washington 98501
(360) 459-4062

David R. Skinner, P.E.
Director of Public Works
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-8145

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2000.

CONSULTANT

By: John M. Tevis
Its Principal

CITY OF GIG HARBOR

By: _____
Mayor

Notices to be sent to:
CONSULTANT
John M. Tevis, P.E.
4035 Dover Ct. SE
Olympia, Washington 98501
(360) 459-4062

David R. Skinner, P.E.
Director of Public Works
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-8145

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

**EXHIBIT A
SCOPE OF SERVICES**

SCOPE OF WORK

DESCRIPTION OF PROJECT

Provide on-site inspection for the construction of the East-West Road project to ensure the workmanship and materials used are in compliance with the project plans and specifications.

The inspection services will include, but are not limited to the following:

- Provide an inspector experienced in all of the areas of work involved in the construction of the East-West Road.
- On city approved forms, the inspector will provide a Daily Report, including a daily diary, and a quantity of the contract items completed each working day for the city's review and use for contract administration.
- In the event that conditions require changes in the contract plans or specification, the inspector will provide possible corrective alternatives for the city's consideration and final decision.
- Attend a weekly construction meeting with the city, contractor and sub-contractors.
- Provide the city with a daily overview of the construction activities during the term of the East-West contract.

The inspector will be on site at least eight hours per day, Monday through Friday, except for when the contractor is not working. It is anticipated that inspection will be required if critical work is being performed. This may require overtime, but overtime will not be used without prior approval from the City.

In general, the inspector will keep the city advised of the daily construction activities during the term of the East-West Road contract.

A winter shut down of the construction will probably be required, therefore, the consultant will not be required to provide inspection services between December 15, 2000 and May 7, 2001. If construction inspection or site reviews are required within these dates, the city will provide personnel to accomplish those needs.

Exhibit B – Schedule of Rates and Estimated Hours

Estimated working days remaining on East-West Roadway Project contract – 145 working days.

ESTIMATED TIME:

SERVICES	ESTIMATED HOURS	TOTAL HOURS
Daily inspection	8 hrs. x 145 days	1,160.0 hours.
Billing preparation	6 mos. @ 1 hr. per mo.	6.0 hours
Possible overtime:	10 days @ 2 hrs. per day	20.0 hours
	3 Saturdays @ 8 hrs. per day	24.0 hours
TOTAL		1,210.0 hours

ESTIMATED COSTS:

JOB TITLE	HOURLY RATE / HOURS	ESTIMATED COST
Construction Inspector	\$26.00 x 1,166 hrs.	\$30,316.00
Inspector Overtime (Overtime only with prior approval by the City)	\$39.00 x 44 hrs.	\$1,716.00
Mileage	.325 @ 20 miles per day	\$1,027.00
TOTAL* *Not to exceed unless working days are extended		\$33,059.00

Prepared by John M. Tevis, P.E.
9/5/00



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: STEVE BOWMAN, BUILDING OFFICIAL/FIRE MARSHAL
DATE: SEPTEMBER 7, 1999
SUBJECT: NEW STREET NAMES / "HARBOR RIDGE LANE" & "BOATS LANE"

INTRODUCTION & BACKGROUND

The following new street names are submitted for your consideration:

New Proposed Street Names

1. Harbor Ridge Lane
..... (From Harbormaster Lane North) Range: 7800 - 7812
2. Boats Lane
(From Harbormaster Lane North) Range: 7800 - 7812

Chapter 12.12, GHMC states that the street names in this area of Gig Harbor would normally be designated by a historical name. "Harbor Ridge Lane" is not a historical name. "Boats Lane" is a historical name. Section 12.12.030 § K GHMC states:

"All proposed names for new or existing ways-of-travel and private roads must be reviewed and approved by the Gig Harbor City Council; however, private driveways are exempted. All proposed names within the "historical name area" as designated by the official map shall come from a list submitted by the Gig Harbor Historical Society or from other lists as approved by the Gig Harbor City Council. All proposed names outside the "historical name area" as designated on the official map shall conform to the current Pierce County addressing grid numbering system. Ways-of-travel which extend beyond the historical name district may be designated by the historical name if approved by the Gig Harbor City Council."

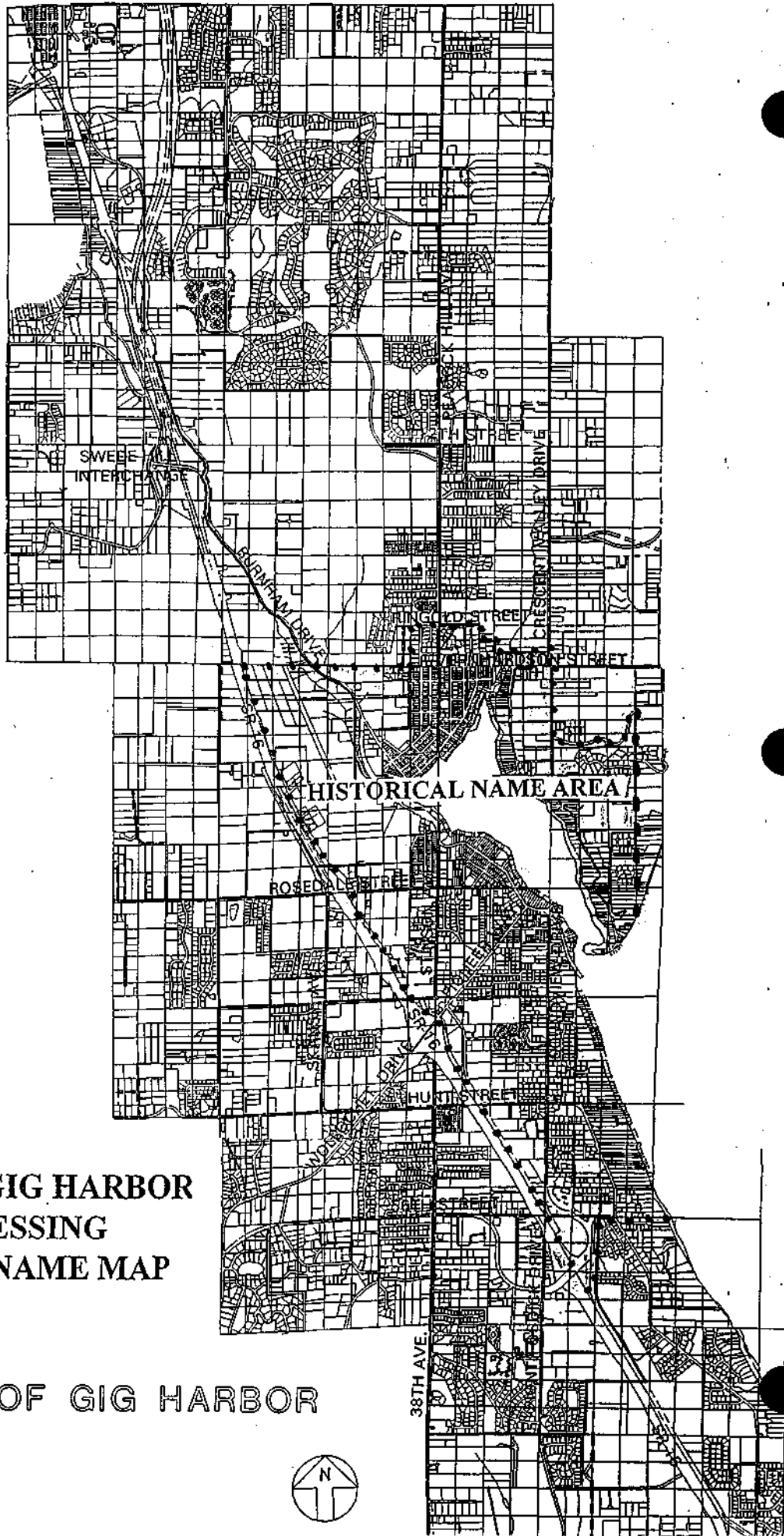
The proposed street names have been circulated with the Gig Harbor Public Works Dept. & Pierce County Fire District No. 5 for comments. GHPWD & PCFD#5 do not indicate an objection to the new street names. The proposed street names were also circulated for comments from the property owners and the affected building tenants.

ATTACHED:

Letter from Mr. Randy R. J. Lussier requesting the new street name of "Harbor Ridge Lane"; copy of the official street name map; the list of historical names from Gig Harbor Historical Society. A letter from Ms. Susan M. Dougal and Ms. Perla B. Munroe who would live on Boats Lane. Ms. Dougal recommends the use of "Harbormaster Court" or other historical names. This name would not cause a conflict except that it does not have the street name ending "Lane". A letter from Ms. Dee Dee Maul, owner of Harbormaster Apartments recommends the use of "Harbormaster Lane" for the street identified as "Boats Lane" and changing the "Harbormaster Lane" to "Boats Lane". The apartments would have a "Harbormaster Lane" address as indicated on the attached street map.

RECOMMENDATION:

After due consideration, the referenced street names be approved if the City Council determines that the proposed names are appropriate for this location; and the property owners, tenants and all interested agencies be notified as required by Chapter 12.12 of the GHMC.



**CITY OF GIG HARBOR
ADDRESSING
STREET NAME MAP**

CITY OF GIG HARBOR



Ranessa & Associates, Inc
3828 North 7th, Street
Tacoma WA 98406
(253) 222-5309
(Fax) 503-0118
RANESAI012DZ

9/21/00
Steve Bowman, C.B.O.
City of Gig Harbor
RE/ Address assignment

Dear Steve,

I am requesting the name "HARBOR RIDGE LANE" for the six units (three duplexes) at the end of Harbormaster lane.

Enclosed is a check for the amount of \$50.00 for the application.

Sincerely,



Randy R J Lussier



City of Gig Harbor. The "Maritime City"

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

August 18, 2000

Re: Change of addresses: **Harbormaster Lane**
A.P. No.'s 02-21-07-1-0-(71,78 & 85) and
02-21-07-5-0-(26, 27 & 28)

To Whom it May Concern:

A vacant lot at the end of Harbormaster Lane is being developed and will require addresses. Unfortunately the existing addresses on Harbormaster Lane are not correctly addressed in accordance with the Gig Harbor-Pierce County addressing grid and must be re-addressed.

The following are the proposed address changes:

Existing Address:	Proposed Address:
7800 Harbormaster Lane	3879 Harbormaster Lane

Note: Each apartment will be addressed in accordance with their floor level.
First floor apartments will be addressed: 101, 102, 103, 104, 105 & 106
Second floor apartments will be addressed: 201, 202, 203, 204, 205 & 206

Also, the existing private lane that serves the two duplexes must be named to allow addressing off of the north south grid. A new name must be assigned. For purposes of description in this correspondence the street name "**Boats Lane**" was assigned. The final name must be approved by the Gig Harbor City Council. If you would like to have input in the decision process, please send me a note describing the street name that you would prefer. I have attached a copy of the street name list that has been recommended by the Gig Harbor Peninsula Historical Society. Also, please find enclosed a copy of the existing street names.

Existing Address:	Proposed Address:
7804 Harbormaster Lane	7803 Boats Lane
7806 Harbormaster Lane	7805 Boats Lane
7808 Harbormaster Lane	7809 Boats Lane
7812 Harbormaster Lane	7811 Boats Lane

The new lots at the end of Harbormaster Lane will also require a new street name. For purposes of description in this correspondence the street name "**Harbor Ridge Lane**" was assigned. Note this name was suggested by the property owner and is not a recognized historical name. The final name must be approved by the Gig Harbor City Council.

Existing Lot Number:	Proposed Address:
Lot 1	7801 & 7803 Harbor Ridge Lane
Lot 2	7805 & 7807 Harbor Ridge Lane
Lot 3	7809 & 7811 Harbor Ridge Lane

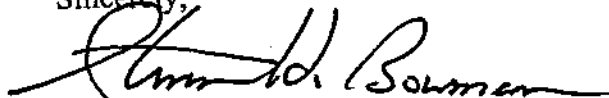
This information is also being referred to the Pierce County Fire District No. 5 and City of Gig Harbor Departments for comments and to help eliminate any possible conflicts with existing street and or project names.

Also, please find enclosed copies of parcel maps with the street name and address changes. Again, if you would like to have input in the decision process, please send me a note describing the street name that you would prefer. I have attached a copy of the street name list that has been recommended by the Gig Harbor Peninsula Historical Society. Also, please find enclosed a copy of the existing street names.

The proposed changes with comments will be sent to the Gig Harbor City Council for their consideration on September 25, 2000. If the Gig Harbor City Council approves address changes, each property owner and tenant will be notified.

Please give me a call at (253) 851- 4278 if you have any questions.

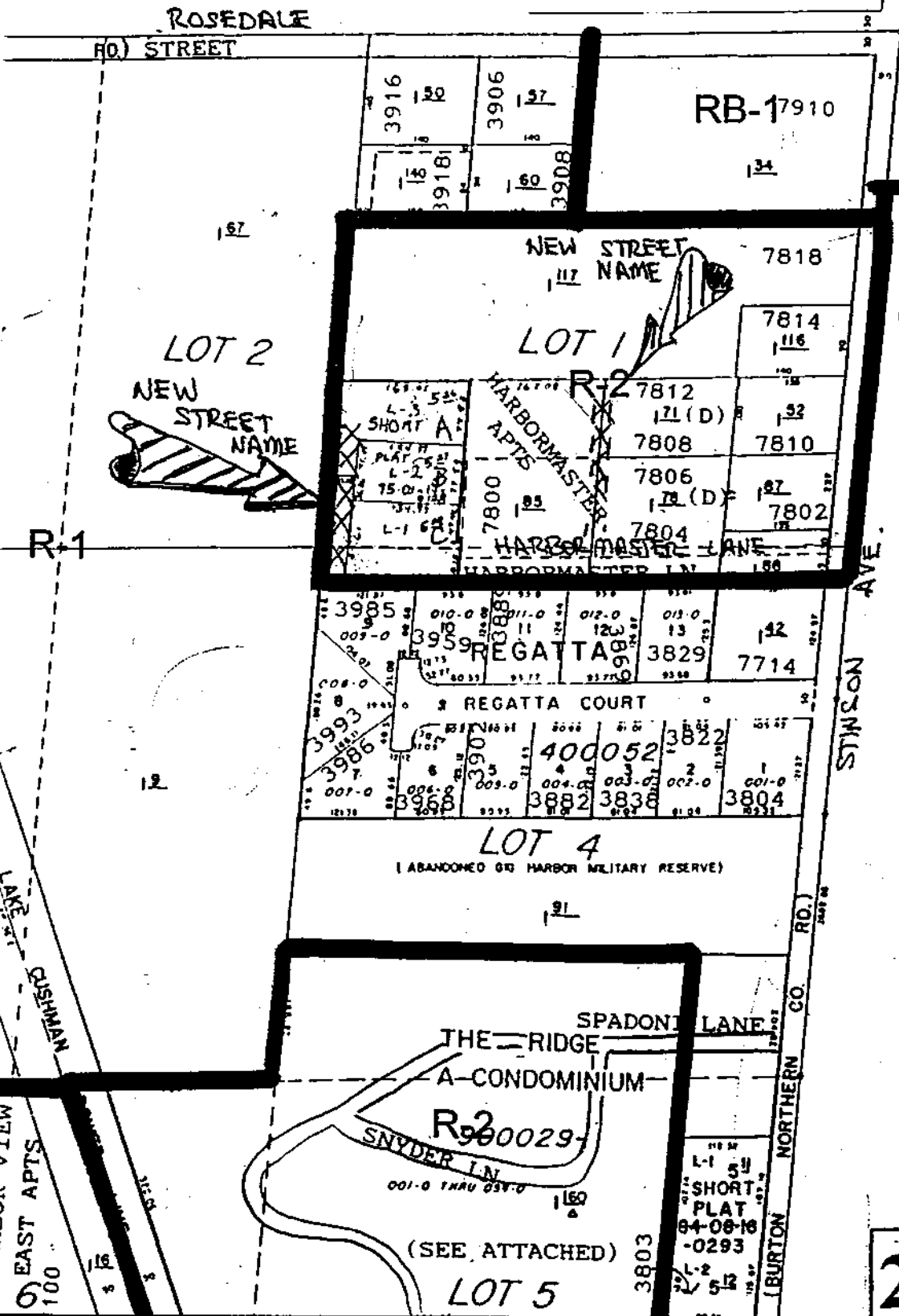
Sincerely,



Steven H. Bowman
Building Official/Fire Marshal
City of Gig Harbor

C: City of Gig Harbor Public Works and Finance Departments
Penny Hulse, Prevention Chief PCFD5

22



SECTION
NE-7

TOWNSHIP
21N

R-1
RANGE
2E

ROAD 3

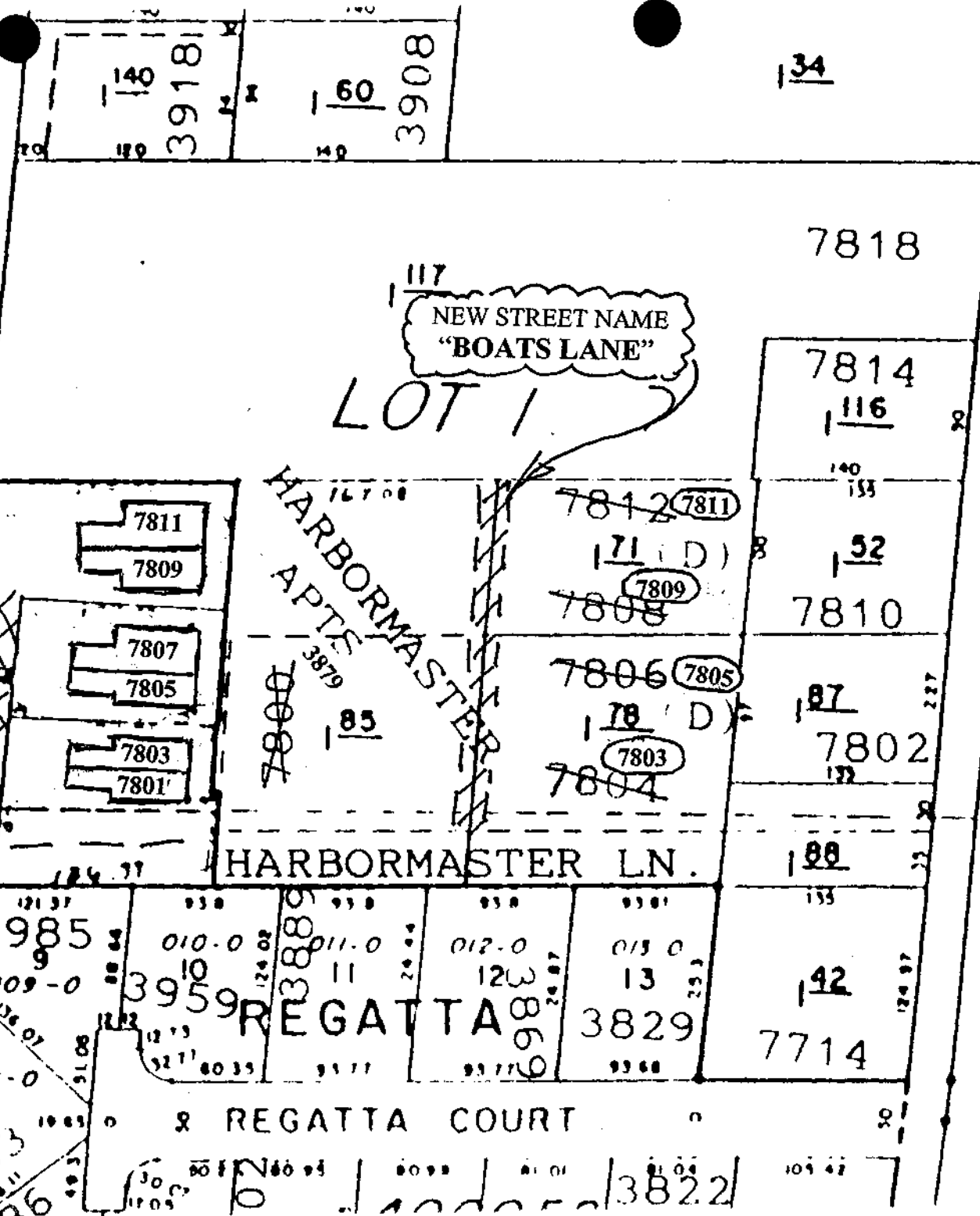
SCHOOL 401

F.P.D. N65

SCALE
0 80 100

21

NEW STREET NAME
"HARBOR RIDGE LANE"



SECTION
NE-7

TOWNSHIP
21N



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

Official List of Historical Names Possible New Street Names

- Rehn** Helen and Harold Rehn
"Harold operated the Chev. dealership when it was at Neptune's Court and built the present dealership on Pt. Fosdick; Helen was one of two teachers and later the principal at the Midway school during the 1920's."
- Shaw** C.E. Shaw
"known for his racing roosters and "Roosterville" and his printing press in which he promoted the racing roosters and such local promotions as the annual round rock contest."
- Makovich** Lee Makovich
"A Yugoslav immigrant pre-1900; one of founders of Peninsula Light Co.; general manager for Fishermen's Packing Corp, Anacortes; member of Gig Harbor School Board, and generally highly respected member of the community."
- Simpson** Art Simpson
"very early family, son Art still living in family home on Hunt and 38th"
- Watson** () Watson
"early family, children grew up here"
- Domingo** Domingo Skarponi
"oldest son of very early Yugoslav Skarponi family; became well-known and well-respected ferry skipper, notably of the Defiance and the Skansonia"
- Monzingo** () Monzingo
"one of Gig Harbor's early doctors; built own hospital on Soundview Dr.; many current retirees born at his hospital"
- Carlson** Morris Carlson
"A longtime ferryboat hand; family home a farm near the region of the Northcreek Subdivision off of Skansie Ave."
- Sandin** Erick Sandin
"homesteaded ca. 1880, contemporary of the Hunt family on Soundview Dr.; Son George and brother Art worked on the local steamboats."

- McKee** J.C. McKee
 "owner of the meat market and commercial businesses located on site of present parking lot across from the Shoreline Restaurant and dock"
- Vinkenes** Hans Vinkenes
 "Norwegian immigrant of 1915, owner of the first Methodist parsonage 1925-73, career custodian for Union High School & Goodman Middle School (Harbor Ridge Middle School)"
- Boats** Skansie Boats
 "the Skansie brothers Peter, Andrew, Mitchell and Joseph, aside from being among the earliest of settlers from the Yugoslavian region, they started the Skansie Shipyard; and built the ferries: City of Steilacomm, Skansonia & Defiance"
- Young** Rev. Fenimore Young
 "In 1887 he was the first minister of Gig Harbor. He held worship services aboard the steamer, Isabel which was anchored in the middle of the harbor; those attending climbed up a rope ladder from their rowboats."
- Young** () Young
 "Young's Landing was where the launching ramp on the east side of the harbor is now located. The first post office for the area surrounding Gig Harbor Bay was in the Young home, which was also a hotel and boarding house."
- Peyran** P.H. Peyran
 "He started Hollycroft Gardens in 1914; it took him 15 years to perfect an English variety of holly and at it's peak, Hollycroft Gardens included 20 acres."
- Seine** Seine Net
 "A large fishing net with floats along the top edge and weight along the bottom; used by Gig Harbor fishermen."
- Wroten** Alex Wroten
 "The Alex Wroten family arrived at the turn of the century and resided for three generations at the north end of the east side of the harbor; the road originally named for and by them has been renamed Crescent Valley Dr."
- Magoon** Mrs. Ernest Magoon
 "A resident at the head of the bay; she was a charter member of the Fortnightly Club in 1907"
- McDaniel** Jess McDaniel
 "Arriving circa 1915 and was a shingle weaver for the Austin Mill near Donkey Creek"
- Proctor** Fred L. Proctor
 "A farmer who arrived from the Dakotas before 1900. He and his wife Minnie purchased two lots from the Methodist Church and located on them. Daughter Myrtie attended the first Gig Harbor school and married Ernest Peacock."

- Scott** Frank Scott
 "The original owner of the present blue building housing "Hair Solution" at the intersection of North Harborview and Peacock Hill Drive. He drove a taxi in Gig Harbor during the early days of the automobile."
- Scott** () Scott
 "He owned and operated the first livery stable in Gig Harbor."
- Cundiff** H. Cundiff
 "No information submitted."
- Jerisich** Samuel Jerisich
 "He and his two fishing partners were the first Caucasian men to settle in Gig Harbor."
- Farago** () Farago
 "One of Jerisich's fishing partners."
- Goldsmith** () Goldsmith
 "Another of Jerisich's fishing partners. He was a part-owner in the shingle mill built at the head of the bay in the 1890's."
- Hopkins** () Hopkins
 "Early Gig Harbor postmaster, who lived on Stinson Hill. He built the home which is presently occupied by City Councilman Steve Ekberg."
- Moline or Moleen** () Moline or Moleen
 "He lived in the Lamphere house (present location of the Northview Terrace Condominiums) for a long time, selling the house to the Edwards family. Known as old Mrs. M. and daughter."
- Shaddock** () Shaddock
 "Referenced in the Stinson Hill area but no other information."
- Simerson** Mrs. Simerson
 "Lived on Kimball Drive and was known as the flower lady."
- Phlug or Flug** () Phlug or Flug
 "Lived in the same house on Stinson Hill as Moline but for a short time."

The above information was submitted by: The Peninsula Historical Society
 P.O. Box 744
 Gig Harbor, WA 98335

- Gilbert** George "Dick" Gilbert
 "mayor of Gig Harbor and school principal"
- Howe** Charles Homer Howe
 "In 1942, he became the second superintendent of the Peninsula School Dist., and spent the next 18 years building and consolidating schools in this area." His life was saved by Harold Rehn (listed above) after a seaplane accident which caused the loss of one arm.

The above information was submitted by: Private parties (usually family members)



City of Gig Harbor. The "Maritime City"

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

OFFICIAL STREET NAME LIST

	PAGE	RANGE
ADAMS STREET	21	3000 - 3200
ALASTRA LANE	22	4550 - 4600
ANNE-MARIE COURT	26	3020 - 3250
ARNOLD LANE	26	6510 - 6520
ARTENA LANE	12	3600 - 3700
AUSTIN STREET	13	4000 - 4200
BAYRIDGE AVENUE	18	8000 - 8350
BAY VIEW LANE	13	3910 - 3920
BEAR CREEK LANE	23	4600 - 4730
BEARDSLEY AVENUE	23	7600 - 8000
BEAVER CREEK LANE	23	7400 - 7600
BENSON STREET	13	3800 - 4050
BERK LANE	26	6500 - 6510
BRIARWOOD LANE	33	3000 - 3800
BURNHAM DRIVE	7, 9, 13 & 14	4000 - 4425
	Both sides (odd & even)	

BURNHAM DRIVE	7, 9, 13 & 14 Northeast side (odd) only	9401 - 11301
BUTLER DRIVE	21	3500 - 3650
CANTERWOOD BLVD. (58th Ave)	7 & 41	11300 - 11805
CASCADE AVENUE	27	6600 - 6950
CASTELAN LANE	22	7400 - 7450
CHINOOK AVENUE	21	7600 - 7850
COHO STREET	21	3400 - 3500
CRAIG LANE	27	6950 - 7050
DEER CREEK LANE	23	4800 - 4950
DEFIANCE LANE	19	8000 - 8200
DOROTICH STREET	19	8000 - 8250
EAGLE CREEK LANE	23	4800 - 4950
EDWARDS DRIVE	21	3600 - 3750
ELK CREEK LANE	23	7400 - 7600
ERICKSON STREET	26	3000 - 3600
FENNIMORE STREET	13	3800 - 3950
FOREST GLEN COURT	21	7300 - 7450
FRANKLIN AVENUE	13	8800 - 9100
FULLER STREET	13	3900 - 3950
FOSTER STREET	22	3800 - 3900
GILICH AVENUE	21	7700 - 7800

GOODMAN AVENUE	12		9100 - 9550
GRANDVIEW PLACE	27		2800 - 2950
GRANDVIEW STREET	21, 22, 25 & 26		3000 - 4000
GREYHAWK PLACE	21		7700 - 8000
HALL STREET	12		3500 - 3650
HARBOR COUNTRY DRIVE	32		4400 - 4420
HARBOR SUNSET LANE	29		6200 - 6300
HARBOR SUNSET PLACE	29		6300 - 6400
HARBORMASTER LANE	22		3800 - 4000
HARBORVIEW BEACH	20 & 27		6700 - 7200
HARBORVIEW DRIVE	13, 18, 19, 20 & 21		2700 - 4350
HARBORVIEW PLACE	10		9700 - 9850
HARMONY LANE	11		9600 - 9750
HIDDEN HAVEN LANE	22		4550 - 4600
HILL AVENUE	21		7300 - 7550
HOLLEMGAY COURT	27		2800 - 2900
HOLLY BLUFF COURT	27		2600 - 2800
HOLLYCROFT STREET	28		2400 - 2850
HOMESTEAD LANE	21		3500 - 3550
HUNT STREET	(odd) 25	Northside	3800 - 4600
	(odd) 26	Northside	3000 - 3800
	(odd) 27	Northside	2900 - 3000
	(even) 29	Southside	3000 - 3800

INSEL AVENUE	21	7700 - 7850
ISLANDVIEW COURT	26	3000 - 3050
ISLANDVIEW TERRACE	29	6300 - 6350
JACOBSEN LANE	11	9600 - 9650
JOHNSON LANE	13	9500 - 9550
JUDSON STREET	21	3000 - 3250
KAUPPILA LANE	22	7600 - 8000
KELSEY LANE	28	2800 - 3000
KIMBALL DRIVE	26	6400 - 7000
LAMPHERE LANE	21	3100 - 3200
LEWIS STREET	21	3400 - 3550
MAIN SAIL LANE	26	6800 - 6900
MCDONALD AVENUE	26	6570 - 7000
	21	7000 - 7300
MILTON AVENUE	12	9200 - 9550
MITTS LANE	18	8000 - 8050
MOUNTAINVIEW PLACE	10	3800 - 3850
MYERS LANE	22	7200 - 7450
NEEL COURT	22	4500 - 4650
NORTH CREEK LANE	23	4600 - 5000
NORTH HARBORVIEW DRIVE	12 & 13	8700 - 9550
NOVAK STREET	19	8100 - 8250

OLYMPIC DRIVE	28	5600 - 5800
Eastside	30	5000 - 5600
	(5500 only) (Olympic Village)	
Westside	31	5000 - 5600
PEACOCK HILL AVENUE	10 thru 13	8900 - 9850
	Both sides (odd & even)	
PEACOCK HILL AVENUE	2 thru 5; 10 & 11	9850 - 11200
	West side (even) only	
PIONEER WAY	21	7201 - 7850
	26	7000 - 7200
POINT FOSDICK DR. (30TH Ave.)	30 West side (even)	4800 - 5530
	31 East side (odd)	4800 - 5530
	32 East side (odd)	4000 - 4800
	33 West side (even)	4000 - 4800
	(Map not available) East side (odd)	3600 - 4000
PORT LANE	26	6700 - 6800
PRENTICE AVENUE	13	8800 - 9600
RAINIER AVENUE	27	6700 - 7000
RANDALL DRIVE	12	9400 - 9600
REGATTA COURT	22	3800 - 4000
RIDGEWAY DRIVE	11	9600 - 9850
RINGOLD STREET	10	3800 - 3900
ROBY STREET	23	5040 - 5170
ROSEDALE STREET	16 thru 23	3200 - 5000
ROSS AVENUE	19	3300 - 3650
RUST STREET	12 & 13	3400 - 3650

RYAN STREET	27	2700 - 2950
SARI LANE	11	9800 - 9850
SCHOOLHOUSE AVENUE	23	7820 - 8000
SECORE PLACE	26	7000 - 7150
SELLERS STREET	12	3500 - 3750
SHIRLEY AVENUE	18	8000 - 8350
SHORT STREET	21	3200 - 4000
SHYLEEN STREET	21	3100 - 3600
SKANSIE AVENUE	17, 22, & 23	7405 - 8602
SNUG HARBOR LANE	27	6500 - 6700
SNYDER LANE	22	3800 - 3900
SOUNDVIEW COURT	26	3000 - 3250
SOUNDVIEW DRIVE	20 East side (odd)	7201 - 7550
	21 West side (even)	7202 - 7550
	26 West side (even)	6400 - 7200
	27 East side (odd)	6400 - 7200
	28 East side (odd)	5600 - 6400
	29 West side (even)	5600 - 6400
SPADONI LANE	22	3800 - 3900
SPINNAKER LANE	26	6800 - 6900
SPRING STREET	21	7800 - 7850
STANICH AVENUE	21	7000 - 7750
STANICH LANE	21	7500 - 7600
STARBOARD LANE	26	6800 - 6900
STINSON AVENUE	18 thru 22	7000 - 8250

SUTHERLAND STREET	13		3800 - 3950
TARABOCHIA STREET	21		2100 - 3350
THURSTON LANE	21		7700 - 7800
TYEE AVENUE	21		7800 - 7850
UDDENBERG LANE	21		3200 - 3300
UDDENBERG STREET	13		8800 - 8900
VERNHARDSON PLACE	11		9600 - 9750
VERNHARDSON STREET	10 & 13		3801 - 4000
	11	Northside	3300 - 3800
	12	Southside	3400 - 3800
WEATHER GLASS LANE	26		6700 - 6800
WHEELER AVENUE	12		9500 - 9550
WILKES LANE	11		3700 - 3800
WILKINSON LANE	21		3700 - 3750
WINDLASS LANE	26		6800 - 6900
WOLLOCHETT DRIVE	25	Northside	6400 - 7000
		Southside	6600 - 7000
WOODWORTH AVENUE	10 & 13		9000 - 9850

26th Ave. Court	(Map not available)	3600 - 4000
27th Ave.	32	4200 - 4230
28th AVENUE	28	Both Sides 5600 - 5699
		West Side (even) 5700 - 5899
29th Ave.	32	4110 - 4220
30th Ave. Ct.	33	4000 - 4020
	33	4520 - 4720
31st Ave. Ct.	33	4000 - 4230
32nd Ave.	29	5600 - 5700
	30	5200 - 5600
	33	4410 - 4430
32nd Ave. Ct.	33	3720 - 5000
		5001 - 5110
		5300 - 5430
33rd Ave.	33	4410 - 4430
33rd Ave. Ct.	33	4200 - 4320
34th Ave.	29	5600 - 5720
34th Ave. Ct.	30	4700 - 5600
	33	4420 - 4630
35th Ave.	33	4000 - 4420
35th Ave. Ct.	33	4000 - 4120
		4510 - 4620
36th Ave.	30	5300 - 5600
	33	4200 - 4410
36th Ave. Ct.	30	4900 - 5010

36th Street	(Map not available)	North (odd)	2525 - 2720
37th Street	(Map not available)	Both Sides	2700 - 2730
38th Ave. (odd & even)	25 & 26	Both Sides	6401 - 7000
	(odd)	29 East Side Only	5601 - 6400
	(odd)	30 East Side Only	4751 - 5600
	(odd)	33 East Side Only	4000 - 4750
38th Ave. Ct. (Pvt.)	10		10300 - 10310
38th Street	(Map not available)	Both Sides	2600 - 2700
39th Street	(Map not available)	Both Sides	2600 - 2820
40th Ave. Ct. (Pvt.)	10		9600 - 9920
40th St. Ct.	33		3500 - 3630
41st Ave.	25		6400 - 6520
41st Ave. Ct. (Pvt.)	10		9700 - 9930
41st St.	32		2800 - 3000
42nd Ave. Ct.	25		6800 - 6950
42nd St. Ct.	33		3720 - 3730
42nd St.	32		2700 - 2830
	33		3000 - 3100
43rd Ave. Ct.	25		6400 - 6800
43rd Ave. Ct. (Pvt.)	10		9700 - 9830
43rd St.	33		3300 - 3330
	32		2700 - 2820
44th Ave. (Pvt.)	10		9600 - 9820
44th St.	32		2500 - 3000

44th St. Ct.	33	3200 - 3320 3600 - 3720
45th Ave. Ct.	25 33	6800 - 6950 3000 - 3310
45th St.	33	3300 - 3320
46th St. Ct.	33	3000 - 3100
47th St. Ct.	33	3400 - 3800
48th St. Ct.	30	3400 - 3800
50th Ave (Pvt.)	6 9	10401 - 10500 9900 - 10400
50th St. Ct.	30	3401 - 3800 3200 - 3400
53rd Ave. Ct.	6	10500 - 10720
53rd St. Ct.	30	3300 - 3400 3500 - 3600 3610 - 3800
54th St. Ct.	30	3400 - 3500
56th St.	29 & 30	3100 - 3800
57th St. (Pvt.)	29	3100 - 3600
59th St. Ct. (Pvt.)	29	3400 - 3800
60th St. Ct.	29	3400 - 3800
64th St. Ct.	25	4100 - 4130
66th St.	25	4000 - 4115
68th Street Ct.	25	4200 - 4600
69th Street Ct.	25	4200 - 4600

72nd Street	(even)	25	Southside	4000 - 4600
	(odd)	22	Northside	4000 - 4200
97th Street		9		4701 - 4720
		10		4400 - 4700
97th Street Ct. (Pvt.)		10		4100 - 4220
99th Street Ct. (Pvt.)		10		3800 - 3820
99th Street Ct. (Pvt.)		10		4100 - 4220
100th Street (Pvt.)		10		3800 - 3920
100th Street Ct. (Pvt.)		10		4000 - 4030
101st Street Ct. (Pvt.)		10		3800 - 4300
102nd Street (Pvt.)		10		3800 - 4120
103rd Street Ct. (Pvt.)		10		3800 - 4120
105th Street Ct. (Pvt.)		5		3800 - 4118
106th Street Ct. (Pvt.)		6		4800 - 4915

September 3, 2000

FILED
CITY OF GIG HARBOR
SEP 03 2000
PLANNING AND BUILDING

Steven H. Bowman
Building Official/Fire Marshall
3125 Judson Street
Gig Harbor, WA 98335

Re: Change of Address: Harbormaster Lane

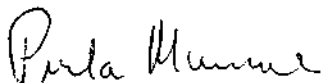
Dear Mr. Bowman:

Enclosed please find the letter of Susan M. Dougal, my neighbor, that she sent to you regarding the subject matter mentioned above.

I fully agree and endorse her idea that "Harbormaster Court" or "Harbormaster Road" would be the appropriate name to keep the integrity of the area.

Thank you very much.

Very truly yours,



Perla B. Munroe
7808 Stinson Ave.
Gig Harbor, WA 98335

Steven H. Bowman
Building Official/Fire Marshall
Department of Planning and Building Services
3125 Judson Street
Gig Harbor, WA 98335

September 3, 2000
Re: Change of Address:
Harbormaster Lane

CITY OF GIG HARBOR
SEP 05 2000
PLANNING AND BUILDING

Dear Mr. Bowman:

Thank you for the opportunity to comment on your proposed address change for the duplexes off Harbormaster Lane, currently addressed as part of Stinson Avenue. I agree the current addresses are misleading! I support a change.

But not "Boats Lane". It too is misleading. One would expect to find a "Boats Lane" down by the harbor, near to Harborview or such. Further, if it is a means to commemorate the Skansie Boats, it seems unnecessary. We have a street named Skansie. We have so many other early families integral to the history and development of Gig Harbor. Some of my neighbors and I have discussed this and agree, "Boats Lane" is neither clear nor obviously significant. Why not try to keep a form of Harbormaster for the duplexes as is being done for the apartments across the road from the duplexes in question? "Harbormaster Court", or "Harbormaster Road" would keep the integrity of the area intact.

History is a wonderful source for names. I endorse the "ich's" in the list. Some of them were families connected to boats: Jerisich, Skarponi, (not Domingo), and Makovich are historically significant names in the harbor.

I would also like to suggest Lodholm Lane. Mr. Lodholm worked for Peninsula Light and lived in one these duplexes for many years before his death. His wife and family still live in the harbor; her phone is 858 3160. She can give you the details of his leadership at Peninsula Light, as well. Over the years, I have read about him from time to time in the Gateway.

Thank you for the opportunity to comment. What ever you do, the best to you, but do be more creative in naming this Lane. Boats Lanes is not it!

Sincerely,


Susan M. Dougal

7812 Stinson Avenue
Gig Harbor, WA 98335-1145
Phone: 858 8507
Resident here since 1993.

RECEIVED
CITY OF GIG HARBOR

SEP 06 2000

PLANNING AND BUILDING
SERVICES**September 6, 2000****To: Steve Bowman
Patty McGallian****From: Dee Dee Maul/Owner of Harbormaster Apts.****Subject: Request for Change of Address**

This correspondence is written in reference to the information sent to me regarding a request for change of address of our existing apartments known as The Harbormaster Apartments.

I am somewhat confused as the legal documents and daily mail service has always been listed as 7800 Stinson, not 7800 Harbormaster Lane. We were asked several years ago to come up with a name for the private road going in to our property but were told this was only for street identification, not a formal address change. Yet your information lists our address as 7800 Harbormaster Lane.

I also have a concern over the fact that our 16 tenants all have to be affected by the change for the 6 new units above. This change doesn't just affect us as owners. It affects 16 families that will have to now incur costs of change of address for a variety of reasons. Many of them have called me to request reconsideration of this proposal.

All of my legal documents, vendors I deal with, companies I work with, lease agreements, etc would necessitate a change. I also do not understand why the individual apartments have to be re-numbered to indicate first floor and second floor in the way of a numbering system that would change from units 1-12 to units listed as 100-200 series. I have twelve mail boxes with numbers 1-12 listed on them, my duplex units have their individual addresses on them due to the fact that they are listed on a separate parcel and have separate addresses. The units are all numbered outside accordingly. All this has to be changed for six new units up above??

If the new property owners have requested Harbor Ridge Lane why can't I keep Harbormaster Lane rather than change me to Boats Lane. Give the new owners the street name Boats Lane and leave mine the way it is. If necessary for the sake of allowing addressing off of the north south grid why not consider this?

Keep the Harbormaster Apartments listed on Harbormaster Lane and assign a numerical address to each of my sixteen units coinciding with a consistent numbering system, i.e., 7800

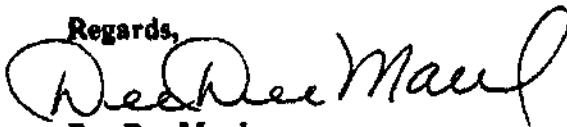
- 7816 Harbormaster Lane. Each unit could then be listed with an address associated with their unit.

I selected Harbormaster Lane years ago to go with the name of my building Harbormaster Apartments. I would suggest letting me keep that for my units and move the sign Harbormaster Lane to the street directly in front of my units. List the private road going up to the new property as Boats Lane and give the new owners the use of the name Harbor Ridge Lane.

I just feel that this request has stirred up alot of confusion that just doesn't have to be. I am certainly willing to make the minimal changes necessary to accomodate your request to correctly get addresses in order. But I do feel that I should be able to keep Harbormaster Lane for all my units addresses without having some listed as Harbormaster and some listed as Boats Lane. In my opinion this would seem like a simple solution.

Thank you in advance for your consideration to my request.

Regards,



Dee Dee Maul
Owner/Harbormaster Apartments



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MOLLY TOWSLEE, CITY CLERK
SUBJECT: PROPOSED RESOLUTION – CITY'S POLICY ON PUBLIC RECORDS INDEX
DATE: SEPTEMBER 11, 2000

BACKGROUND

The Public Disclosure Act requires all local agencies and municipalities to "maintain and make available for public inspection and copying, a current index providing identifying information."

To remain in compliance with the law, RCW 42.17.260(4) provides an exception to the statutory requirement allowing local agencies to not maintain an index if it would be unduly burdensome. Attached is a draft resolution which meets the requirement for a formal order specifying the reasons why compliance would be burdensome.

The City has at all times in the past and will continue to fulfill requests for public record under the Public Records Act.

FISCAL CONSIDERATION

To successfully maintain an index of this type would require additional staff time not currently available.

RECOMMENDATION

Staff recommends that the Council adopt this resolution.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF GIG HARBOR,
WASHINGTON, ADOPTING A FORMAL POLICY ON THE
THE MAINTAINENCE OF AN ALL-INCLUSIVE INDEX
OF THE CITY'S PUBLIC RECORDS, DECLARING THAT
SUCH INDEX TO BE UNDULY BURDENSOME, AS
ALLOWED BY RCW 42.17.**

WHEREAS, Chapter 42.17 RCW, the "Public Disclosure Act" ("PDA"), requires all cities and public agencies maintain and make available a current index of public records; and

WHEREAS, RCW 42.17.260(4) also provides that if maintaining such an index would be unduly burdensome or interfere with agency operation, a city must issue and publish a formal order specifying the reasons why and the extent to which compliance would be unduly burdensome; and

WHEREAS, the law further provides that even if the City adopts such an order, all indexes maintained by the City of public records must be made available to the public, to provide identifying information on those records which are available for public inspection; and

WHEREAS, the City of Gig Harbor is a municipal corporation of the State of Washington which provides general municipal and utility services to its residents and others; and

WHEREAS, the magnitude and diversity of six City departments with an even greater number of divisions/subdivisions, has resulted in the creation and use of as many different computer systems; programs and information retaining systems which would be extremely difficult, if not physically impossible, to compile into a single index; and

WHEREAS, the performance of the City's overall mission does not allow for the addition to, or the revision or reassignment of duties for existing personnel so that a current index may be developed and maintained without additionally-required staff; and

WHEREAS, anticipated City revenue do not allow for additional staff members for the sole purpose of creating and maintaining such an all-inclusive index; and

WHEREAS, the City has a longstanding and recognized policy of assisting people who request public information and of providing public records upon request; and does not plan to deviate from that policy or the PDA;

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

Section 1. Public Records Indexes and Records Requests Under the Public Disclosure Act.

- A. The PDA requires all cities and public agencies to maintain and make available a current index of all public records.

B. The PDA also provides that if maintaining such an index would be unduly burdensome, or interfere with agency operation, a city must issue and publish a formal order specifying the reasons why and the extent to which compliance would be unduly burdensome.

C. When such an order is made, all indexes maintained by that city must be made available to the public, to provide identifying information on those records which are available for inspection and/or copying.

D. The City of Gig Harbor is comprised of six departments, their divisions and subdivisions, which maintain separate databases and/or record-keeping systems for the indexing of records and information.

E. Because the City has records which are diverse, complex and stored in multiple locations and in multiple computer systems and databases, it is unduly burdensome, if not physically impossible, to maintain a central index of records.

F. The City will fully comply with the provisions of the PDA.

Section 2. Order regarding Public Records Index.

The City Council orders the following:

1. The City of Gig Harbor is not required to maintain an all-inclusive index of public records, due to the fact that the requirement is unduly burdensome and such a list is nearly impossible to create and/or maintain.

2. The City of Gig Harbor shall make available all public records and any indexes created for internal use upon request by any citizen.

RESOLVED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR,
WASHINGTON, at a Regular Meeting thereof this _____ day of _____, 2000.

Gretchen A. Wilbert, Mayor

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:

By: _____
Carol A. Morris, City Attorney

FILED WITH THE CITY CLERK: 8/17/00
PASSED BY THE CITY COUNCIL:



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: *SB* STEVE BOWMAN, BUILDING OFFICIAL/FIRE MARSHAL
DATE: SEPTEMBER 6, 2000
**SUBJECT: AMENDING THE WA. STATE BUILDING CODE AND GHMC TO
ALLOW CONSTRUCTION OF LIGHT WEIGHT METAL BUILDINGS**

INTRODUCTION:

The Washington State Legislature has delegated the responsibility for revising the State Building Codes to the Building Code Council (BCC). Revisions to the State Building Codes were adopted by the BCC on November 14, 1997 with an effective date set for July 1, 1998. The Washington State Legislature allows each County and City to adopt revisions to the State Building Codes except where effecting buildings housing up to and including four living units.

The Department of Planning and Building Services has received a request to amend the UBC to allow the construction of light weight metal buildings within the City of Gig Harbor. The Gig Harbor Building Code Advisory Board has reviewed the request and is hereby recommending that the Gig Harbor City Council adopt an ordinance which will allow the construction of light weight metal buildings of specific characteristics within the City of Gig Harbor.

POLICY ISSUES:

The draft ordinance before you would approve the construction of light weight metal buildings of specific characteristics within the City of Gig Harbor as recommended by the Gig Harbor Building Code Advisory Board. This draft of the ordinance was modified to help identify those changes to the 1997 edition of the Uniform Building Code and the existing GHMC by using the standard ~~strike-out~~ and underline format.

The City Attorney has reviewed this draft of the adopting ordinance and modifications have been completed to address the City Attorney's recommendations.


RECOMMENDATION:

The Mayor and City Council adopt the 1997 Uniform Building Codes with the revisions as adopted by the Washington State Building Code Council and as recommended by the Gig Harbor Building Code Advisory Board, after the second reading of the ordinance and inclusion of any required revisions.



City of Gig Harbor. The "Maritime City"

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

TO: BUILDING CODE ADVISORY BOARD (BCAB) MEMBERS
FROM:  STEVEN BOWMAN, BUILDING OFFICIAL/FIRE MARSHAL
RE: MINUTES OF THE BCAB MEETING OF JULY 13, 2000
DATE: AUGUST 4, 2000

MEMBERS PRESENT: CHARLES HUNTER ; AL MITCHELL, P.E. ;
KENNETH SNODGRASS, AIA ; JEFF STROUD ;
JIM ZUSY, P.E.

MEMBERS ABSENT: TOM BATES, AIA;

OTHERS PRESENT: STEVEN BOWMAN, BUILDING OFFICIAL/FIRE
MARSHAL

At 5:15 p.m., Charles Hunter, Chairman, brought the meeting to order. BCAB took the following action:

- A. A motion was made by Charles Hunter and seconded by Al Mitchell, P.E. to elect Ken Snodgrass, AIA as Chairperson for the BCAB and Jeff Stroud as Vice Chairperson for the BCAB. Upon request for a vote on the motion, the motion passed unanimously.
- B. A motion was made by Charles Hunter and seconded by Jeff Stroud approving the Minutes of March 18, 1999. Upon request for a vote on the motion, the motion passed unanimously.
- C. Steve Bowman, Building Official/Fire Marshal made the staff presentation introducing an alternate live load for light weight metal structures. After discussion, Jeff Stroud motioned and Al Mitchell, P.E. seconded the motion that Steve Bowman, Building Official/Fire Marshal be instructed to draft a motion which incorporates the following items:
 1. Metal clad
 2. Open ends
 3. Pre-manufactured
 4. U Occupancy which is accessory to a Single Family Dwelling
 5. Lateral and foundation shall have the normal review in accordance with

the latest addition to the Uniform Building Code (or other building code) as adopted by Washington State and the City of Gig Harbor.

Steve Bowman, Building Official/Fire Marshal was also instructed to mail the motion to each of the BCAB members to allow a vote on the motion through the mail. Upon receipt a vote from each member, Steve Bowman, Building Official/Fire Marshal shall amend the minutes to reflect the vote on the motion.

Chairman, Kenneth Snodgrass, AIA, called the meeting adjourned at 6:00 p.m.

Copies of the following motion were mailed to the BCAB:

The Gig Harbor Building Code Advisory Board finds that it is in the interest of the Citizens of Gig Harbor that a separate roof live load be adopted for light weight metal buildings. The BCAB recommends to the Gig Harbor City Council that an ordinance be adopted which states that the minimum roof live load be 10 #/sqft for buildings of a U Occupancy which are accessory to a single family dwelling and which have the following characteristics:

1. Roof Dead load less than 10 #/sqft
2. The Roof to be metal clad
3. The perimeter of the building shall have open ends except for necessary lateral bracing to allow egress from the building.
4. Assembled on site from pre-manufactured parts in accordance with an engineered design
5. Lateral and foundation designs shall conform with the latest addition to the Uniform Building Code (or other building code) as adopted by Washington State and the City of Gig Harbor.

Signed copies of the motion were received from:

Motion by Jeff Stroud
Motion Seconded by Al Mitchell, P.E.

BCAB Members Voting for Approval

Charles Hunter
Al Mitchell, P.E.
Kenneth Snodgrass, AIA
Jeff Stroud
Jim Zusy, P.E.

BCAB Members not in attendance at meeting but voted for Approval:

Tom Bates, AIA

The motion was approved unanimously.

These minutes of the July 13, 2000 BCAB meeting were approved by the BCAB at their meeting of August 3, 2000.

**CITY OF GIG HARBOR
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO BUILDING AND CONSTRUCTION, AMENDING THE WASHINGTON STATE BUILDING CODE, INCLUDING TABLE 16-C, 1997 UNIFORM BUILDING CODE, MODIFYING TABLE 16-C, AND ALLOWING THE USE OF A 10# ROOF LIVE LOAD FOR THE DESIGN OF LIGHT WEIGHT METAL BUILDINGS OF SPECIFIC CHARACTERISTICS; ADDING A NEW SECTION 15.02.010 TO THE GIG HARBOR MUNICIPAL CODE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Washington State Legislature adopted the 1997 edition to the Uniform Building Code, together with certain Washington Administrative Code ("WAC") amendments Codes as the Washington State Building Code; and

WHEREAS, the Washington State Building Code, as amended by the Washington State Legislature, became effective in all cities and counties in the State of Washington on July 1, 1998; and

WHEREAS, the City of Gig Harbor adopted and enforces the Washington State Building Code, as required by RCW 19.27.050; and

WHEREAS, the Gig Harbor Building Code Advisory Board held a meeting to address the issue whether it is in the interest of the Citizens of Gig Harbor that a separate roof live load be adopted for light weight metal buildings of specific characteristics; and

WHEREAS, in conjunction with this issue, the Gig Harbor Building Code Advisory Board addressed amendment of the Gig Harbor Municipal Code to permit the construction of U Occupancy buildings which are accessory to a single family dwelling and which have specific characteristics; and,

WHEREAS, on August 3, 2000, the Gig Harbor Building Code Advisory Board voted to recommend that the Gig Harbor City Council adopt the amendment set forth in Section 2 of this Ordinance; and

WHEREAS, the Gig Harbor City Council finds that the amendment to the State Building Code, as adopted by the City of Gig Harbor in Title 15, is in the public interest.

Section 1. The index to Chapter 15.06 of the Gig Harbor Municipal Code is amended to read as follows:

Chapter 15.06
UNIFORM BUILDING CODE

Sections:

- 15.06.010 Uniform Building Code adopted.
- 15.06.015 Exclusions from project permit processing in GHMC Title 19.
- 15.06.020 Uniform Code for the Abatement of Dangerous Buildings adopted.
- 15.06.030 Historic Building Code adopted.
- 15.06.040 Amendment to UBC Section 105.1
- 15.06.041 Amendment to UBC Section 106.1
- 15.06.042 Amendment to UBC Section 106.2
- 15.06.050 Amendment to UBC Section 106.3.1
- 15.06.060 Amendment to UBC Section 106.4.4
- 15.06.070 Amendment to UBC Section 107.2
- 15.06.080 Amendment to UBC Section 310.10
- 15.06.090 Amendment to UBC Section 904.2.9
- 15.06.100 Amendment to UBC Section 1003.3.3.3, as amended by the State of Washington Building Code Council.
- 15.06.110 Amendment to Table 16-C, Section 1607, 1997 Uniform Building Code.

Section 2. A new Section 15.06.110 is hereby added to the Gig Harbor Municipal Code, to read as follows:

15.06.110 Light Weight Metal Buildings

15.02.010 Amendment to Table 16-C, Section 1607, 1997 Uniform Building Code (UBC).
Table 16-C, Section 1607 of the Uniform Building Code is amended as follows:

TABLE 16-C—MINIMUM ROOF LIVE LOADS¹

ROOF SLOPE	METHOD 1			METHOD 2		
	Tributary Loaded Area in Square Feet for Any Structural Member			Uniform Load ² (psf)	Rate of Reduction <i>r</i> (percentage)	Maximum Reduction <i>R</i> (percentage)
	X 0.0929 for m ²					
	0 to 200	201 to 600	Over 600			
	Uniform Load (psf)					
X 0.0479 for kN/m ²						
1. Flat ³ or rise less than 4 units vertical in 12 units horizontal (33.3% slope). Arch or dome with rise less than one eighth of span	20	16	12	20	.08	40

2. Rise 4 units vertical to less than 12 units vertical in 12 units horizontal (33.3% to less than 100% slope). Arch or dome with rise one eighth of span to less than three eighths of span	16	14	12	16	.06	25
3. Rise 12 units vertical in 12 units horizontal (100% slope) and greater. Arch or dome with rise three eighths of span or greater	12	12	12	12	No reductions permitted	
4. Awnings except cloth covered ⁴	5	5	5	5		
5. Green-houses, lath houses, light weight metal ⁵ and agricultural buildings ⁶	10	10	10	10		

¹Where snow loads occur, the roof structure shall be designed for such loads as determined by the building official. See Section 1614. For special-purpose roofs, see Section 1607.4.4.

²See Sections 1607.5 and 1607.6 for live load reductions. The rate of reduction r in Section 1607.5 Formula (7-1) shall be as indicated in the table. The maximum reduction R shall not exceed the value indicated in the table.

³A flat roof is any roof with a slope of less than $\frac{1}{4}$ unit vertical in 12 units horizontal (2% slope). The live load for flat roofs ins in addition to the ponding load required by Section 1611.7.

⁴As defined in section 3206.

⁵See Section 1607.4.4 for concentrated load requirements for green house roof members.

⁶Buildings of a U Occupancy which are accessory to a single family dwelling and which have the following characteristics:

- Roof Dead load less than 10 #/sqft.
- The Roof to be metal clad.
- The perimeter of the building shall have open ends except for necessary lateral bracing to allow egress from the building.
- Assembled on site from pre-manufactured parts in accordance with an engineered design.
- Lateral and foundation designs shall conform with the latest addition to the Uniform Building Code (or other building code) as adopted by Washington State and the City of Gig Harbor.

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

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

APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST/AUTHENTICATED:

Molly Towslee, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____
Carol A. Morris, City Attorney

FILED WITH THE CITY CLERK: 8/21/00
PASSED BY THE CITY COUNCIL: 9/25/00
PUBLISHED:
EFFECTIVE DATE: 10/2/00
ORDINANCE NO. _____

**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, RELATING TO BUILDING AND CONSTRUCTION, AMENDING THE WASHINGTON STATE BUILDING CODE, INCLUDING TABLE 16-C, 1997 UNIFORM BUILDING CODE, MODIFYING TABLE 16-C, AND ALLOWING THE USE OF A 10# ROOF LIVE LOAD FOR THE DESIGN OF LIGHT WEIGHT METAL BUILDINGS OF SPECIFIC CHARACTERISTICS; ADDING A NEW SECTION 15.02.010 TO THE GIG HARBOR MUNICIPAL CODE, AND PROVIDING AN EFFECTIVE DATE.

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