Gig Harbor
City Council Meeting

January 25, 1999

7:00 P.M., CITY HALL COUNCIL CHAMBERS

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
January 25, 1999 - 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 the January 11, 1998, City Council meeting.
2. Correspondence / Proclamations – Informational.
   a. Thank you letter from Jim Pasin.
3. Approval of Payment of Bills for January 1999:
   Checks #21749 through #21784 in the amount of $115,548.21.
4. Approval of 1998 Payment of Bills:
   Checks #21785 through #21825 in the amount of $146,608.10.
5. Approval of last run of January 1999 Bills:
   Checks #21826 through #21868 in the amount of $24,888.21.
6. Amended Approval of Payroll checks for the month of December:
   Checks #17510 through #17653 in the amount of $267,986.76.
7. Liquor License Renewals:
   Gourmet Essentials Harbor Inn Restaurant
8. Liquor License Application:
   Water to Wine

OLD BUSINESS:

1. Second Reading of Ordinance – Donation from the Morris Foundation.
2. Drohlshagen Water Request.
3. G.I.S. System Cost Breakdown.

NEW BUSINESS:

1. Contract Approval – City of Gig Harbor Municipal Judge.
2. Swearing In Ceremony – Gig Harbor Municipal Judge.
3. Official Newspaper Bid.
4. Olson Brothers Chevrolet – Waiver Request.
5. Consultant Services Agreement – East-West Road Geotechnical Services.
6. Consultant Services Agreement – East-West Road Landscape Architecture Services.
7. First Reading of Ordinance – Hotel–Motel Tax Amendment.

PUBLIC COMMENT/DISCUSSION:

COUNCIL COMMENTS:

STAFF REPORTS:

1. Chief Mitch Barker - GHPD Stats for the month of December.
2. Dave Rodenbach, Finance Director – Quarterly Report.

ADJOURN:

DRAFT

REGULAR GIG HARBOR CITY COUNCIL MEETING OF JANUARY 11, 1999

PRESENT: Councilmembers Ekberg, Young, Platt, Owel, Dick, Picinich, Markovich and Mayor Wilbert.

CALL TO ORDER: 7:01 p.m.

Mayor Wilbert asked Matt Kirk, representing Scout Troop 282, to lead the group in the pledge of allegiance.

PUBLIC HEARING: Amended Six-Year Transportation Improvement Program.
Mayor Wilbert opened this public hearing at 7:07 p.m. Wes Hill, Public Works Director, gave an overview of the amendments to the Six-Year Transportation Improvement Program and offered to answer questions. There were no comments from the Councilmembers or audience and the public hearing was closed at 7:09 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 the December 14, 1998, City Council meeting.
2. Approval of the Minutes of the December 21, 1998, Special City Council meeting.
3. Correspondence / Proclamations – Informational.
   a. Washington Forest Protection Association.
   b. Letter from Matthew Kirk – Boy Scout Troop 282.
3. Approval of Payment of Bills for 12/28/98:
   Checks #21571 through #21665 in the amount of $134,180.45.
4. Approval of Payment of Bills for 1/7/99:
   Checks #21669 through #21748 in the amount of $61,964.95.
5. Approval of Payroll checks for the month of December:
   Checks #17510 through #17653 in the amount of $232,253.31.
5. Liquor License Renewals:
   Hy-Iu-Hee-Hee

MOTION: Move to approve the consent agenda as presented.
Picinich/Owel – unanimously approved.

OLD BUSINESS:

1. Second Reading of Ordinance - Storm Drainage Rate Increase. Dave Rodenbach presented this ordinance increasing the monthly storm drainage fees needed to keep up with the requirements of storm drainage and to make the fund self-supporting.

MOTION: Move adoption of Ordinance No. 811.
Picinich/Young – unanimously approved.

2. Second Reading of Ordinance – Sewer Rate Increase. Dave Rodenbach presented the first reading of this ordinance increasing the monthly sewer service rate from $26.15 for 1000 CF to $27.45.

MOTION: Move adoption of Ordinance No. 812.
Young/Ekberg – unanimously approved.

NEW BUSINESS:

1. First Reading of Ordinance – Donation from the Morris Foundation. Dave Rodenbach presented this ordinance accepting the terms and conditions for a donation of $5,000. He explained that the only term of the donation is that the funds be used for enhancement of the city park system. Councilmember Young suggested inviting members of the Morris family to attend the second reading of the ordinance to thank them.

2. Drolshagen Water Request. Councilmember Ekberg excused himself from participating in this agenda item, as Mr. Drolshagen is a client of his firm. Mark Hoppen explained that Mr. Drolshagen was requesting outside extension of city water to a lot on the corner of Randall Drive across from the city park. He gave an overview of the zoning allowances.

   Councilmember Platt asked Mr. Drolshagen why he was only requesting water, and not sewer. Mr. Drolshagen explained that it was an economic concern due to the requirement to pay 150% of the utility rates if located outside city limits. He estimated it would cost him up to $15,000 to hook up to both, whereas water would only cost $4,000.

   Mayor Wilbert talked about the Governor's Salmon Recovery Group, and encouraged Mr. Drolshagen to consider hooking up to the sewer due to the close proximity of the property to Crescent Valley Creek.

   Mr. Drolshagen said that if the city were to annex his property, so that he would be paying the same rates as city dwellers, he would consider hooking up to both. Mark Hoppen explained that sewer fee is based upon the zone, and the fee he would pay to hook up to sewer would be about half of what he had anticipated. Mr. Drolshagen agreed that he and Mr. Hoppen should talk again about the cost of both sewer and water.

   MOTION: Move to table this matter.
   Dick/Picinich –six voted in favor. Councilmember Ekberg did not vote.

3. Purchase of Additional Property for City Shop. Mr. Hoppen presented this contract to purchase 5.4 acres of property adjacent to the city shop property. He gave an overview of

the appraisal information and added that Pierce County planned to use the purchase money to design a ball field facility located at 46th and Hunt. He spoke about the benefit to the school district, which would in turn be able to gain a more desirable piece of property. Councilmember Dick disclosed that he is an employee of Pierce County and would not be participating in the process.

MOTION: Move to approve the purchase and sale agreement as written.
Markovich/Picinich – unanimously approved.

4. Agreement for On-line Access G.I.S. System – Pierce County. Kay Truitt, Information Systems Specialist, explained that this was a standard contract that Pierce County requires from anyone accessing their network resources. Carol Morris, Legal Counsel, said she has written a memo with comments regarding the agreement and suggested that the matter be tabled. Councilmember Dick disclosed that he is an employee of Pierce County and would not be participating in the vote.

MOTION: Move to postpone this to the next council meeting to have time to review Legal Counsel's memorandum.
Owel/Ekberg –

Councilmember Markovich asked for the pros and cons of utilizing this Pierce County program. Kay explained that by utilizing Pierce County's resources, the city would save a great deal of money on development costs. Wes Hill described how the system would be utilized by the Public Works and Planning Department. Councilmember Dick also gave an overview of the capabilities of the system. Carol Morris spoke briefly about the public disclosure concerns.

Mayor Wilbert said that she had a wonderful experience with a similar system in Atlanta and recommend Councilmembers to go to Pierce County and ask for a demonstration of the GIS program.

Councilmember Owel called for the Order of the Day. Mayor Wilbert said the item was still under discussion, which was allowed as the item was postponed, not tabled.

Councilmember Picinich had further questions on the estimated costs of the system, and said he would like to see an annual cost breakdown at the next meeting.

RESTATED MOTION: Move to postpone this to the next council meeting to have time to review Legal Counsel's memorandum.
Owel/Ekberg – six voted in favor. Councilmember Dick did not vote.

5. Resolution - Amended Six-Year Transportation Improvement Program. Wes Hill gave a brief overview of some of the changes reflected in the proposed amendment and

explained that it was to be passed as a Resolution, not an ordinance. He answered Councilmember's questions regarding the TIP.

MOTION: Move to adopt Resolution No. 526.
Markovich/Picinich – unanimously approved.

6. Consultant Services Contract – Survey. Wes Hill presented this contract with the engineering firm of Skillings-Connolly, Inc. to perform the survey work to develop the Point Fosdick Drive Improvement and the Harborview Drive Street End Viewpoint projects.

MOTION: Move to execute the Consultant Services Contract with Skillings-Connolly, Inc., for survey work in the amount not to exceed twenty-three thousand seventy-eight dollars and seventy-five cents ($23,078.75).
Young/Ekberg – unanimously approved.

7. Storm Drainage System Agreement and Restrictive Covenant – Talmo, Inc. Wes Hill presented this maintenance agreement for the future bowling alley property that would provide protection for the surrounding property owners and the city. He added that the agreement would allow the developer to build a structure over the existing storm sewer line rather than moving the line to another location.

MOTION: Move to authorize the execution of the attached Storm Drainage System Agreement and Restrictive Covenant with Talmo, Inc.
Picinich/Owel – unanimously approved.

8. Interlocal Agreements – State of Washington Dept. of General Administration, and the City of Seattle. Wes Hill explained that the state offers a program for local agencies to surplus equipment and vehicles. To utilize this service, the city needs to execute an agreement. He said that in addition, the City of Seattle allows other public agencies to "piggy-back" on their purchases, taking advantage of their bidding process. He added that these agreements need to be adopted as separate motions.

MOTION: Move to approve the Interlocal Agreement with the Department of General Administration for disposal of any surplus vehicles and/or equipment.
Young/Owel –

At this time, it was determined that Councilmember Young, as an employee of the state, would need to refrain from the vote. He withdrew his motion.

MOTION: Move to approve the Interlocal Agreement with the Department of General Administration for disposal of any surplus vehicles and/or equipment.
Picinich/Markovich - unanimously approved.

MOTION: Move to approve execution of the Interlocal Agreement with the City of Seattle for purchase of supplies, materials, equipment and services. Owel/Picinich – unanimously approved.

PUBLIC COMMENT/DISCUSSION:

Anthony McGolvol -10321 Crescent Valley Drive. Anthony asked if the ballparks that were discussed during the purchase of property agenda item were to be open to the public. Mr. Hoppen explained that Pierce County was proposing a four-baseball field park on the corner of Hunt and 46th, and that it would be open to the public. He added that the design of the fields was to begin this year.

COUNCIL COMMENTS: None.

STAFF REPORTS:

Wes Hill, Public Works Director, reported that he was please to bring before Council a letter from the State Department of Transportation announcing that they had approved the city's round-a-bout, and that we are cleared to proceed with the design. Mayor Wilbert introduced Dave Skinner, the Project Engineer, who designed the round-a-bout.

ADJOURN:

MOTION: Move to adjourn at 7:56 p.m.
Platt/Picinich - unanimously approved.

Cassette recorder utilized
Tape 512 Side A 000 - end.
Tape 512 Side B 000 – 300.

Mayor

City Clerk

REALITY MANAGEMENT L.L.C.
WestSide Business Center ✱ 50th Street Court NW ✱ Gig Harbor, WA 98335-8256

RECEIVED
JAN 1 4 1999
CITY OF GIG HARBOR

January 14, 1999

Mayor Wilbert
Mark Hoppen
City Council Members
Planning Staff

Thank you for implementing an over-the-counter building permit process during 1998.

We have used the process a number of times for tenant improvements. It has improved construction scheduling, helped us meet tenant move-in deadlines and reduced our vacancy costs.

I do appreciate your listening to our needs and making the change. Thanks!

Sincerely,

J. A. Pasin
WestSide Business Center

C091080-2 WASHINGTON STATE LIQUOR CONTROL BOARD DATE: 1/04/99

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR (BY ZIP CODE) FOR EXPIRATION DATE OF 19990331

	LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1	GOURMET ESSENTIALS, INCORPORAT	GOURMET ESSENTIALS 5500 OLYMPIC DR NW #I-102 GIG HARBOR WA 98335 0000	078110	GROCERY STORE - BEER/WINE
2	DROHAN CORPORATION	HARBOR INN RESTAURANT 3111 HARBORVIEW DR GIG HARBOR WA 98335 0000	359834	SPIRITS/BR/WN REST LOUNGE +

RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 1025 E. Union, P.O. Box 43075
Olympia, WA 98504-3075
(360) 664-0012

RECEIVED
JAN 11 1999
CITY OF GIG HARBOR

TO: CITY OF GIG HARBOR

DATE: 1/08/99

RE: NEW APPLICATION

License: 081567 - 2E County: 27
Tradename: WATER TO WINE
Loc Addr: 8811 N HARBORVIEW DR STE B
GIG HARBOR WA 98332

Mail Addr: 8811 N HARBORVIEW DR STE B
GIG HARBOR WA 98332-2174

Phone No.: 253-851-3588 CRAIG NELSEN

APPLICANTS:

CRAIG C. NELSEN ENTERPRISES, L.L.C.

NELSEN, CRAIG C
09-05-51 544-62-0944
NELSEN, JUDITH L
(Spouse) 04-13-52 542-64-5668

Privileges Applied For:
BEER/WINE SPECIALTY SHOP

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

	YES	NO
1. Do you approve of applicant ?	☐	☐
2. Do you approve of location ?	☐	☐
3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken?	☐	☐

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

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

C091045/LIBRIMS

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**
DATE: **JANUARY 20, 1999**
SUBJECT: **ORDINANCE ACCEPTING A DONATION FROM THE MORRIS FOUNDATION FOR THE PURPOSE OF ENHANCING CITY PARKS**

BACKGROUND

The Morris Foundation has donated $5,000 to the City. In order to accept a donation, the City must pass an ordinance accepting the donation and terms and conditions. This ordinance accepts the donation and accompanying terms. The Morris Foundation requests the donation be used for enhancement of the City Parks – either for new real estate acquisitions and/or capital improvements to existing parks.

The donation has been receipted and placed in the Property Acquisition Fund, No. 109.

RECOMMENDATION

Staff recommends adoption of the ordinance.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ACCEPTING A DONATION OF FIVE THOUSAND DOLLARS ($5,000.00) FROM THE MORRIS FOUNDATION FOR THE PURPOSE OF ENHANCING CITY PARKS, AND INCLUDING SUCH DONATION IN THE CITY'S PROPERTY ACQUISITION FUND.

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

WHEREAS, the City has received a check in the amount of Five Thousand Dollars ($5,000.00) from the Morris Foundation, to be used for the purpose of City park enhancement, as further described in the letter from David R. Morris, dated December 18, 1998, attached to this Ordinance as Exhibit A; now, therefore,

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

Section 1. **Acceptance of Donation**. The City Council hereby accepts the Five Thousand Dollar ($5,000.00) donation from the Morris Foundation, subject to the following terms of the donation, as expressed in Exhibit A: the donation is to be used for the enhancement of the City Parks -- for either new real estate acquisitions and/or capital improvements to new parks within the City limits.

Section 2. **Finance Director to Acknowledge Acceptance in Letter.** As requested by the Morris Foundation, the Finance Director is hereby directed to send a copy of this Ordinance confirming the City's acceptance of the donation, for the uses described in the letter

attached hereto as Exhibit A. The Finance Director shall deposit the donation in the City's Property Acquisition Fund, and shall earmark the funds to be used for the purposes described in this ordinance.

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:

_____
MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

_____
CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

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 _____, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. ____, the summary of text of which is as follows:

> **AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ACCEPTING A DONATION OF FIVE THOUSAND DOLLARS ($5,000.00) FROM THE MORRIS FOUNDATION FOR THE PURPOSE OF ENHANCING CITY PARKS, AND INCLUDING SUCH DONATION IN THE CITY'S PROPERTY ACQUISITION FUND.**

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

DATED this 27th day of January, 1998.

_____
MOLLY TOWSLEE, CITY CLERK

THE MORRIS FOUNDATION
P.O. Box 401
Gig Harbor, WA 98335
(253) 857-5555

December 18, 1998

City of Gig Harbor
ATTN: Mayor Gretchen Wilbert
P.O. Box 145
Gig Harbor, WA 98335

RE: The Morris Foundation--1998 Qualified Distribution

Dear Gretchen,

The Morris Foundation was formed in December of 1995, at the direction of Thomas G. Morris Sr..Its primary purpose is to receive and invest funds--and to distribute the earnings on these funds to tax exempt organizations that qualify under Section 501(c) (3) of the Internal Revenue Code.

We have determined that for the year 1998, the City of Gig Harbor is eligible for a $5,000.00 donation--for either real estate acquisitions for new parks and/or capital improvements to existing parks.

Enclosed is our check in the amount of $5,000.00.

Please send us a letter confirming your acceptance of this donation, consistent with its intended use as described in paragraph two above.

Thank you.

Sincerely,

David R. Morris, Secretary/Director

C: Thomas G. Morris, President of the Board of Directors
Thomas G. Morris, Jr., Director

City of Gig Harbor. The "Maritime City"

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

December 30, 1998

Mr. David R. Morris, Secretary/Director
The Morris Foundation
P.O. Box 401
Gig Harbor, WA 98335

Dear Dave:

The City of Gig Harbor wishes to thank The Morris Foundation for its gracious donation of $5,000 toward parks real estate acquisition and/or parks capital improvement within the City of Gig Harbor.

The Parks element of the city's Comprehensive Plan will be updated by the City Council in the first quarter of 1999, following input by citizens and the Planning Commission. Your donation will help actualize this plan.

I look forward to the City Council's acceptance of this donation. Thank you once again for your community vision and generosity.

Sincerely,

Gretchen

Gretchen A. Wilbert
Mayor, City of Gig Harbor

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: DROLSHAGEN WATER REQUEST
DATE: JANUARY 21, 1999

INFORMATION/BACKGROUND

Mr. Jeff Drolshagen is requesting the outside extension of city water to a duplex unit to be built and permitted within Pierce County. Two ¾" metered connections are requested for this duplex. The applicant intends to utilize a septic drainfield for the duplex as indicated on the attached drawings. At the last Council Meeting, this issue was tabled until it was determined whether or not Mr. Drolshagen wanted connection to sewer. *After consideration, he only wants water connection as requested.*

POLICY CONSIDERATIONS

The city's pre-annexation zoning does not include duplexes as a permitted or conditional use in this area, and the pre-annexation zone is used to set conditions on outside development to which the city extends utilities. In this instance, however, the property is in a transitional zone (see GHMC Chapter 17.60 A., attached) that indicates that duplexes on property over 14,000 square feet are acceptable. This property meets this code standard. Staff indicates that the intended use conforms to the city's zoning code.

GHMC 13.34.060 (J) (attached) provides for conformance to city code, including the city's land use standards, zoning, fire code and those portions of the city building code which are referenced by the fire code, and the city public works standards. With two units on somewhat more than .4 acres, the proposed use is at a density that is slightly higher than the low density residential use anticipated for this area in the city's comprehensive plan. The ordinance does not currently require extension of both water and sewer if possible. Also, the outside extension ordinance does not require connection to the sewer system within a certain distance. Other agencies with jurisdiction can require this connection.

FISCAL CONSIDERATIONS

The total current connection fee for one ¾" meter and outside-city-limits hook-up is $2360. Since two connections are requested, the three year capacity commitment payment for two total connection fees is $2360 x 2 x .15 = $708. The remainder of the fee to be paid will be paid at the rate in effect at the date of connection for two ¾" connections.

RECOMMENDATION

Staff recommends approval of the contract as presented.

UTILITY EXTENSION, CAPACITY AGREEMENT
AND AGREEMENT WAIVING RIGHT TO PROTEST LID

THIS AGREEMENT is entered into on this 25th day of January, 1999, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and Jeff Drolshagen, hereinafter referred to as "the Owner".

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

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

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

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

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

2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property from the existing utility lines on 96th Street (street or right-of-way) at the following location:

Lot 2, Pierce County short Plat No. 8608250105,
Recorded August 25, 1986, Gig Harbor, Washington.

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

4. Water Capacity Commitment. The City agrees to reserve to the Owner this capacity for a period of 36 months ending on January 24, 1999; provided however, that the City retains the authority to temporarily suspend such capacity where necessary to protect public health and safety, or where required to comply with the City's NPDES permit, or any other permits required by any agency with jurisdiction, and provided this agreement is signed and payment for water capacity commitments is received within 45 days after City Council approval of extending water capacity to the Owner's property. Water capacity shall not be committed beyond a three year period.

5. Capacity Commitment Payment. The Owner agrees to pay the City the sum the sum of $ 708 for water, to reserve the above specified time in accordance with the schedule set forth below.

Commitment period	Percent (%) of Connection Fees	
Three years	Fifteen percent	(15%)

In no event, however, shall the Owner pay the City less than five hundred dollars ($500) for commitment for water service. In the event the Owner has not made connection to the City's utility system by the date set forth above, such capacity commitments shall expire and the Owner shall forfeit one hundred percent (100%) of these capacity commitment payments to cover the City's administrative and related expenses.

In the event the Pierce County Boundary Review Board should not approve extension of the City's sewer system prior to the extension of the commitment period, the Owner shall be entitled to a full refund (without interest) from the City of the capacity agreement.

6. Extension of Commitment Period. In the event the Owner chooses to permanently reserve sewer and water capacity by paying the entire connection fee for the number of equivalent residential units desired to be reserved before the expiration date set forth above, and by paying the water service payment described in Sections 4 and 5, the Owner shall be responsible for paying each year for the sewer utility system's depreciation based on the following formula (Owner's reserved capacity divided by the total plant capacity times the annual budgeted depreciation of the sewer facilities) and by paying the monthly water base charge for the service described in Section 4.

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

8. Turn Over of Capital Facilities. If the extension of utility service to Owner's property involves the construction of water or sewer main lines, pump stations, wells, and/or other city required capital facilities, the Owner agrees if required by the City to turn over and dedicate such facilities to the

City, at no cost, upon the completion of construction and approval and acceptance of the same by the City. As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:

A. As built plans or drawings in a form acceptable to the City Public Works Department;

B. Any necessary easements, permits or licenses for the continued operation, maintenance, repair or reconstruction of such facilities by the City, in a form approved by the City Attorney;

C. A bill of sale in a form approved by the City Attorney; and

D. A bond or other suitable security in a form approved by the City Attorney and in an amount approved by the City Public Works Director, ensuring that the facilities will remain free from defects in workmanship and materials for a period of __2__ year(s).

9. Connection Charges. The Owner agrees to pay the connection charges for water and for sewer, in addition to any costs of construction as a condition of connecting to the City utility system at the rate schedules applicable at the time the Owner requests to actually connect his property to the system. Any commitment payment that has not been forfeited shall be applied to the City's connection charges. Should the Owner not initially connect 100% of the Sewer Capacity Commitment, the Capacity Commitment payment shall be credited on a pro-rated percentage basis to the connection charges as they are levied.

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

11. Annexation. Owner understands that annexation of the property described on Exhibit "A" to the City will result in the following consequences:

A. Pierce County ordinances, resolutions, rules and regulations will cease to apply to the property upon the effective date of annexation;

B. City of Gig Harbor ordinances, resolutions, rules and regulations will begin to apply to the property upon the effective date of annexation;

C. Governmental services, such as police, fire and utility service, will be provided to the property by the City of Gig Harbor upon the effective date of annexation;

D. The property may be required to assume all or any portion of the existing City of Gig Harbor indebtedness, and property tax rates and assessments applicable to the property

may be different from those applicable prior to the effective date of annexation;

E. Zoning and land use regulations applicable to the property after annexation may be different from those applicable to the property prior to annexation; and

F. All or any portion of the property may be annexed and the property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

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

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

A. The use of the property will be restricted to uses allowed in the following City zoning district at the time of development or redevelopment: R-2.

B. The development or redevelopment of the property shall comply with all requirements of the City Comprehensive Land Use Plan, Zoning Code, Building Regulations, and City Public Works Standards for similar zoned development or redevelopment in effect in the City at the time of such development or redevelopment. The intent of this section is that future annexation of the property to the City of Gig Harbor shall result in a development which does conform to City standards.

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

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

15. Waiver of Right to Protest LID. Owner acknowledges that the entire property legally described in Exhibit "A" would be specially benefited by the following improvements (specify):

none

Owner agrees to sign a petition for the formation of an LID or ULID for the specified improvements at such time as one is circulated and Owner hereby appoints the Mayor of the City as his attorney-in-fact to sign such a petition in the event Owner fails or refuses to do so.

With full understanding of Owner's right to protest formation of an LID or ULID to construct such improvements pursuant to RCW 35.43.180, Owner agrees to participate in any such LID or ULID and to waive his right to protest formation of the same. Owner shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to appeal the decision of the City Council affirming the final assessment roll to the superior court. Notwithstanding any other provisions of this Agreement, this waiver of the right to protest shall only be valid for a period of ten (10) years from the date this Agreement is signed by the Owner.

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

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

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

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

DATED this _____ day of _____, 1999.

CITY OF GIG HARBOR

_____

Mayor Gretchen Wilbert

OWNER

_____

Name:

Title:

ATTEST/AUTHENTICATED:

_____

City Clerk, Molly Towslee

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: 1/7/99

Molly M Towslee
Signature

OFFICIAL SEAL
MOLLY M. TOWSLEE
NOTARY PUBLIC-STATE OF WASHINGTON
My Commission Expires Dec. 2, 1999

Molly M. Towslee
NOTARY PUBLIC for the State
of Washington, residing at
Gig Harbor
My commission expires 12/2/99

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 she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it as the Mayor of the City of Gig Harbor, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Signature

_____
NOTARY PUBLIC for the State
of Washington, residing at

_____
My commission expires _____

Chapter 17.60

TRANSITIONAL USES[1]

Sections:

17.60.010 Intent.
17.60.020 Permitted uses.

17.60.010 Intent.

To provide for uses of land at the borderlines between residential and other districts, which would not have an adverse effect on the uses in either district, but would serve as a more gradual transition to use changes. (Ord. 573 § 2, 1990).

17.60.020 Permitted uses.

A. In an R-1 zone, a lot which abuts on or is located across the street or alley from property in a nonresidential zone, may be used for:

1. Two-family dwellings, provided that such lot is at least 14,000 square feet in size;

2. A parking lot for a business within 100 feet of the lot, solely for the customers and employees of the business to which it is accessory, for the use of automobiles only, and provided that the entrance to the parking lot is as least 30 feet from the nearest residential lot, and the lot is landscaped and screened.

B. In R-2 zones, a lot adjacent to a nonresidential zone may be used for a parking lot for a business within 100 feet, if solely for cars for customers or employees, and provided that the parking lot entrance is at least 30 feet from the nearest residential lot, and the lot is landscaped and provided with a dense vegetative screen. (Ord. 573 §§ 2, 3, 1990).

1. Prior legislation: Ord. 109A as amended by Ords. 109B and 360.

Chapter 17.61

COMMUNICATIONS FACILITIES

Sections:

17.61.010 Purpose.
17.61.020 General guidelines and permit requirements.
17.61.030 Development standards for all public institutional, residential, waterfront district and downtown business districts (PI, R-1, R-2, R-3, RB-1, RB-2, PCD-RLD, PCD-RMD, WR, WM, WC, and DB).
17.61.040 Development standards for all commercial districts (C-1, B-1, B-2, PCD-C, PCD-BP).
17.61.050 Siting standards for employment district (ED).
17.61.060 Special exceptions.
17.61.070 Review by independent consultant – third party review.

17.61.010 Purpose.

In addition to implementing the general purposes of the comprehensive plan and development regulations, this section addresses the issues of permitting, siting, appearance and safety associated with broadcast and relay towers, amateur radio towers, telecommunications monopoles, satellite dish antennas, wireless communications facilities and related equipment. It provides siting opportunities at appropriate locations within the city to support existing communications technologies and to adapt to new technologies as needed.

This chapter provides for a wide range of locations and siting options for wireless communications facilities which minimize associated safety hazards and visual impacts. The siting of wireless communication facilities on existing buildings and structures, co-location of telecommunication facilities on a single support structure and visual mitigation strategies are encouraged to preserve neighborhood aesthetics and reduce visual clutter in the community. (Ord. 771 § 12, 1997).

17.61.020 General guidelines and permit requirements.

A. General Guidelines. The development standards in this chapter address setback and other site specific location factors. Siting criteria for all communication facilities are necessary to encourage siting in the most appropriate locations based upon land use compatibility, neighborhood characteristics and aesthetic considerations.

13.34.020 Water or sewer service application.

Any person desiring to have their property connected with the city's water supply system or with sewer service shall make application at the office of the city clerk-treasurer on the appropriate form. Every such application shall be made by the owner of the property to be supplied the service, or by his/her authorized agent. The applicant must state fully the purposes for which the water and/or sewer service is required. Applicants must agree to conform to the city's rules and regulations concerning water and sewer service set forth in this title, as the same now exists or may be amended in the future. (Ord. 660 § 1, 1994).

13.34.040 Charges for water or sewer service.

Applicants for water and/or sewer service to property outside the city limits shall be charged the rates for such service as set forth in GHMC 13.04.030 (water service) and 13.32.030 (sewer service), as those code sections now exist or may hereafter be amended. All other additional charges applicable to water and/or sewer service to property within the city limits in this title shall also be imposed, where appropriate. (Ord. 660 § 1, 1994).

13.34.060 Utility extension agreement.

Every applicant for water and/or sewer service outside the city limits, except for municipal corporations or quasi-municipal corporations, such as water, sewer or fire districts making application under GHMC 13.34.070, must agree to sign an agreement with the city, which conditions the provision of the service on the following terms:

A. Agreement to Run with the Property. The agreement shall be recorded against the property in the Pierce County auditor's office, and shall constitute a covenant running with the land. All covenants and provisions of the agreement shall be binding on the owner and all other persons subsequently acquiring any right, title or interest in or to said property.

B. Warranty of Title. The agreement shall be executed by the owner of the property, who shall also warrant that he/she is authorized to enter into such agreement.

C. Costs of Design, Engineering and Construction of Extension. The owner shall agree to pay all costs of design, engineering and construction of the extension, which shall be accomplished to city standards and conform to plans approved by the city public works director. Costs of plan review and construction inspection shall also be paid by the owner.

D. Capacity Commitment Payments. The owner shall agree to pay for the city's reservation of sewer and/or water capacity, which is calculated as a percentage of the connection fee for the sewer and/or water service. Such payments shall be made under the payment schedule determined by the city.

E. Easements and Permits. The owner shall secure and obtain at the owner's sole cost and expense, all permits, easements and licenses necessary to construct the extension.

F. Dedication of Capital Facilities. The owner shall agree to dedicate all capital facilities constructed as part of the water and sewer extension (such as water or sewer main lines, pump stations, wells, etc.), at no cost to the city, upon the completion of construction, approval and acceptance by the city.

G. Connection Charges. The owner shall agree to pay the connection charges set by the city in GHMC 13.04.080C and/or 13.32.070 (as these sections now exist or may hereafter be amended), as a condition of connecting to the city water and/or sewer system. Such connection charges shall be calculated at the rate schedules applicable at the time of actual connection.

H. Agreement Not to Protest Annexation. The owner shall agree to sign a petition(s) for annexation of his/her property when requested to do so by the city.

I. Waiver of Right to Protest LID. If, at the time of execution of the agreement, the city has plans to construct certain improvements that would specially benefit the owner's property, the agreement shall specifically describe the improvement. The owner shall agree to sign a petition for the formation of an LID or ULID for the specified improvements at the time one is circulated, and to waive his/her right to protest formation of any such LID or ULID.

J. Development of Property to Conform to City Code – Exceptions. The owner shall agree to comply with all requirements of the city's land use plan, zoning, fire codes and those portions of the city building code which are referenced by the fire code, and the city public works standards when developing or redeveloping the property subject to the agreement. The city council may grant exceptions to the requirements contained in this subsection only under the following conditions:

1. The applicant must demonstrate that the proposed departure from the city's land use standards, zoning code, or public works standards would result in a development which meets the intent of the applicable provisions of the comprehensive plan, zoning code or public works stan-

dards, based upon compliance with all of the following criteria:

a. That the site of the proposed use is adequate in size and shape to accommodate such use and all yards, spaces, walls and fences, parking, loading, landscaping and other features necessary to insure compatibility with and not inconsistent with the underlying zoning district;

b. That the site for the proposed use relates to streets, adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed uses and that adequate public utilities are available to serve the proposal;

c. That the proposed use will have no significant adverse effect on existing uses or permitted uses;

d. That the establishment, maintenance and/or conducting of the uses for which the utility agreement is sought will not, under the circumstances of the particular case, be detrimental to the public welfare, injurious to the environment, nor shall the use be inconsistent with or injurious to the character of the neighborhood or contrary to its orderly development.

K. Termination for Noncompliance. In addition to all other remedies available to the city for the owner's noncompliance with the terms of the agreement, the city shall have the ability to disconnect the utility, and for that purpose may at any time enter upon the property. (Ord. 722 § 1, 1996; Ord. 697 § 2, 1995; Ord. 660 § 1, 1994).

13.34.070 Extensions for public health, safety or environmental reasons.

A. Municipal corporations or quasi-municipal corporations such as water, sewer or fire districts may make application for water or sewer service to property outside the city urban growth area boundary if, in addition to all other requirements of this title, the applicant can demonstrate that the extension is necessary to protect basic public health, safety, welfare and/or the environment. This showing may include, among other documentation, an emergency order issued by the Department of Ecology relative to any sewer extension request.

B. The city council shall review the application and may, in its sole discretion, allow the extension if the council finds:

1. That the requested service is financially supportable at rural densities and does not permit urban development;

2. That the city's NPDES permit will not be affected by the extension; and

3. That the extension is consistent with the goals of the city's water and sewer comprehensive plans and all other applicable law, including, but not limited to, the Public Water System Coordination Act (Chapter 70.116 RCW), and the State Environmental Policy Act (Chapter 42.31C RCW).

C. The council's approval of any extension under the criteria in subsection B of this section may be conditioned upon the following:

1. Restrictions may be placed on the hours that the city will accept sewage flow from the applicants;

2. Restrictions may be placed on the amount of sewage flow or water provided to the applicant;

3. For extensions outside the city's urban growth boundary area, the applicant shall have responsibility to maintain and operate its own facilities; and/or

4. Any other conditions the council considers appropriate. (Ord. 767 § 1, 1997; Ord. 697 § 3, 1995).

RECEIVED

JAN - 5 1999

CITY OF GIG HARBOR

From the Desk of
Jeff Drolshagen
5205 47th Avenue Northwest
Gig Harbor, Washington 98335

5 January 1999

City of Gig Harbor
City Administrator
3105 Judson Street
Gig Harbor, Washington 98335

RE: Request for Statement of Water Availability

Mr. Mark Hoppen:

I request the City of Gig Harbor provide me with a "Statement of Water Availability," for the property at the following address:

9509 96th Street Northwest
Gig Harbor, Washington 98335

The legal description and Short Plat recording number under Pierce County is as follows: Lot 2, Pierce County Short Plat No. 8608250105, recorded August 25, 1986, Gig Harbor, Washington

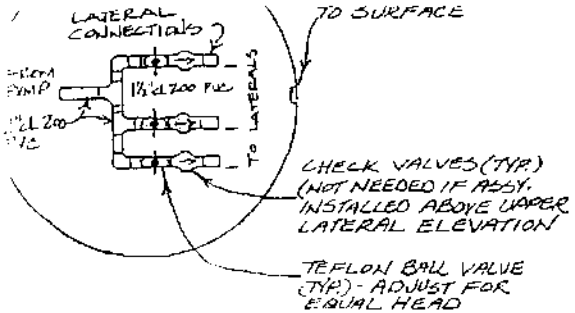
The tax account number for the subject property is 0221056030.

I have read and understand the "Utility Extension Agreement" and agree to all provisions with the exception of paragraph 11, Annexation, subparagraphs A, B, and E and paragraph 12, Land Use, subparagraph A . As I understand, the above stated subparagraphs deal with the land use of the property. Specifically, whether a single family residence or a duplex can be constructed. It is requested that the City of Gig Harbor, City Council accept the modified "Utility Extension Agreement" allowing the construction of a duplex on the subject property. The subject property currently meets the criteria established by Pierce County for the construction of a duplex. It is also noted that a newly constructed duplex was built within the last two years some 500 feet east of the subject property on 96th Street. It is suggested that, if approved, such development shall conform to the established City standards.

It should also be noted that a City of Gig Harbor water meter base is presently located on the northeast corner of the subject property. A preliminary site plan has been submitted with this request for a "Statement of Water Availability."

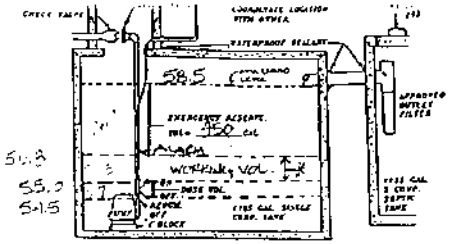
Respectfully submitted,

Jeff Drolshagen

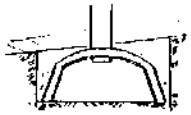


MANIFOLD ASSY. DETAIL
N.T.S.

LAT #	SPACING	No. ORICES/ LATERAL	LAT. LENGTH	LAT. DISC.
1	6	14	84	11.62
2	"	"	"	11.07
3	"	"	"	10.17
4	"	"	"	7.24

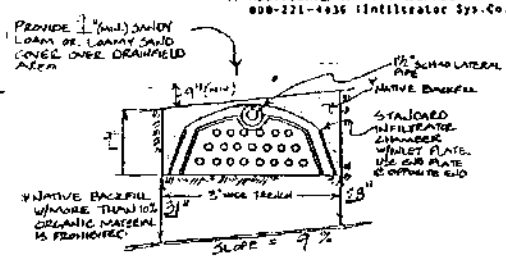


PUMP DETAIL N.T.S. WORKING VOL. = 420 GAL



INSTALL ACCESS PORT @ END OF EACH TRENCH. PLACE IT @ THE TOP CENTER @ END OF LAST UNIT. CUT OUT & INSERT 4" PIPE THROUGH HOLE & USE A COUPLING RING TO KEEP PIPE FROM DROPPING INTO CHAMBER.

NOTE:
1) ORIFICES MUST BE FACING UP;
2) SUSPEND PIPE AT TOP OF EACH END OF INFILTRATOR (every 8th.) WITH PLASTIC PIPE HANGERS;
3) INSPECTION PORTS TO BE INSTALLED AT END OF EACH LATERAL;
4) ADDITIONAL INFO. AVAILABLE AT 800-321-4036 (Infiltrator Sys.Co.)



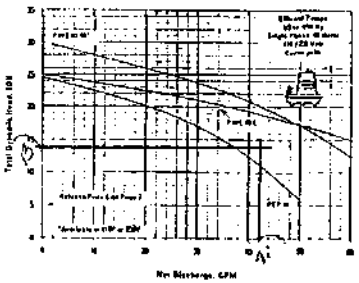
INFILTRATOR TRENCH DETAIL
(END VIEW)

* DOSE VOLUME: 150 GAL. FOR 4 DOSES/DAY.

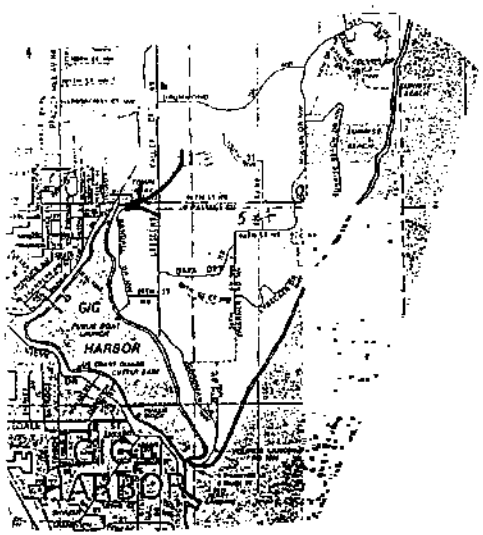
* DO NOT INSTALL TANKS IN RESERVE AREA.

* TANK(S) MUST BE WATERTIGHT TO A LEVEL ABOVE ANY POSSIBLE SEASONAL GROUND WATER. (LEAK TEST MAY BE REQ'D.)

TIMED DOSING
TIMER SPECIFICATIONS:
TIMER ON - 3 MIN. 54 SEC.
TIMER OFF - 5 HR 56 MIN. 6 SEC.
NOTE: INTENT TO PROVIDE 150GAL/DOSE @ 6 HR. INTERVALS;
• BASED @ TANK VOL. OF 22 1/2 GAL/IN. W/ CYCLE COUNTER;
• USE ORENCO SYSTEMS CONTROL PANEL;
• PANEL TO BE INSTALLED ON HOME IN VIEW OF THE PUMP TANK.



NOTES:
1. ASCERTAIN LOCATION OF UNDERGROUND UTILITIES BEFORE DIGGING.
2. THIS DESIGN IS BASED UPON 4 BR. MF Home . DAILY USAGE: 150GAL/BR/DAY. APPLICATION RATE: .120 GAL/SF/DAY.
3. INSTALL 330 LF (MIN.) OF INFILTRATOR CHAMBERS IN A 36" WIDE DRAINFIELD TRENCH.
4. DRAINFIELD TRENCHES MAY BE MOVED AS NEEDED TO ACCOMMODATE EXISTING SLOPE. MAINTAIN 5 FT.(MIN.) ON CENTER SPACING.
5. DRAINFIELD TRENCHES TO BE LEVEL FOLLOWING CONTOURS.
6. PROVIDE 1125 GAL. (2) COMPARTMENT SEPTIC TANK WITH RISERS TO FINISH GRADE. (ALL TANKS MUST HAVE RISERS TO FINISH GRADE)
7. ALL SURFACE WATER RUNOFF FROM DRIVEWAYS AND ROOF DRAINS SHALL BE DIRECTED AWAY FROM DRAINFIELD.
8. IF POOR SOILS ARE ENCOUNTERED DURING CONSTRUCTION, NOTIFY DESIGNER BEFORE CONTINUING.
9. MINIMAL GRADING WILL BE DONE IN DRAINFIELD AREA TO PROTECT PERCOLABLE SOIL.
10. NO HEAVY EQUIPMENT OR VEHICULAR TRAFFIC SHALL BE ALLOWED OVER THE DRAINFIELD AREA ONCE CONSTRUCTED.
11. NOT DESIGNED FOR A GARBAGE DISPOSAL.
12. THIS DESIGN BASED UPON THE FOLLOWING CRITERIA: TOTAL HEAD: 13 FT.; FLOW: 42 GPM. PROVIDE ORENCO PUMP OR EQUIVALENT.
13. CONTACT DESIGNER BEFORE CREATING ANY VERTICAL CUT(S) WITHIN 50FT. OF DRAINFIELD.



VICINITY MAP
(NO SCALE)

Sandra R. Smith

LT#2 5284 #8608250105

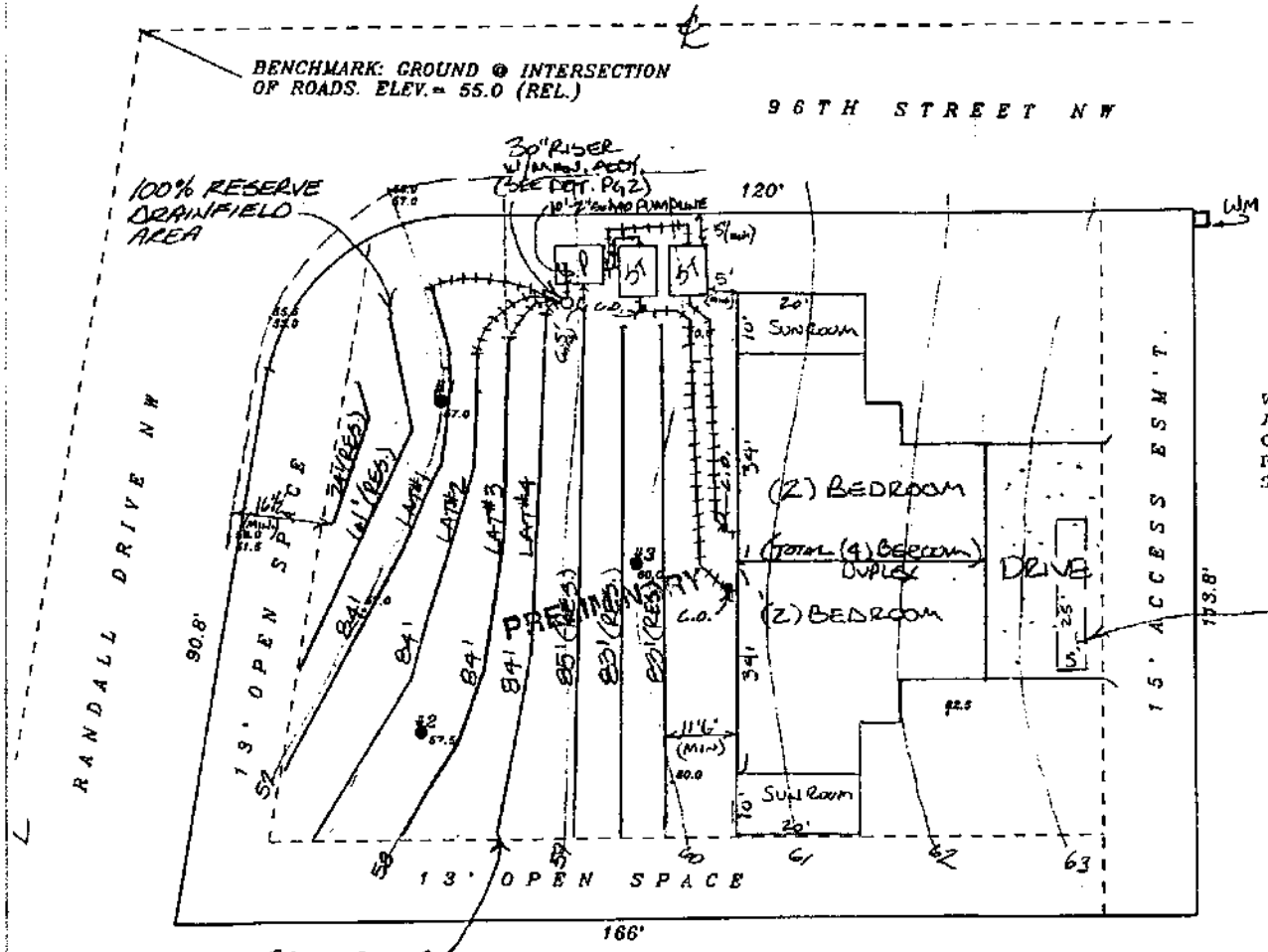
CLIENT: JEFFERY DROLSHAGEN
5205 97TH AVE. NW
GIG HARBOR, WA 98335 PH# 851-2073

SCALE: 1" = 20'	SITE: 02-21-05-6-030 3202 & 3204 96TH ST. NW	DRAWN BY: SRS
DATE: 12-17-98		REVISED: —

PENINSULA SEPTIC DESIGNS
SANDRA R. SMITH
P.O. BOX 1414, GIG HARBOR WA 98335 PH# 851-2178

ON SITE SEPTIC DESIGN Pg 2 of 2 | JOB NO. 5284

FIRE HYDRANT



INVERT ELEVATIONS	
FIN. FL.	= 62.0
STUB OUT	= 59.5
SEPTIC (BOTH) IN	= 59.25
OUT	= 59.0
PUMP IN = 58.5	
LAT #1 - 57.0	#3 - 57.75
#2 - 57.25	#4 - 56.25

ALL TANKS MUST HAVE RISERS TO FINISH GRADE

0 10 20 40 60

WATER SERVICE-KEEP 10' (MIN.) FROM ALL DRAINFIELD TRENCHES AND SEPTIC COMPARTMENTS OR ENCASE WITH SCH 40 PIPE. ALSO PROVIDE CRUSH PROOF PIPE SLEEVE UNDER DRIVING SURFACES.

N

PLAN
1"=20'

SOIL PROFILE 11/24/98
TH#1
0 "- 20" FILL
20"- 70" FINE BR. GRAV. SAND
TH#2
0 "- 13" BL. LOAMY SAND
13"- 40" FINE BR. SAND
40"- 67" GR. SILTY SAND
MOTT. @ 52"
TH#3
0 "- 9 " BL. LOAMY SAND
9 "- 27" FINE BR. SAND
27"- 40" FINE GR. SAND
40"- 60" FINE GR. SAND (COMP.)
MOTT. @40"

NOTE: FOOTING DRAINS INSTALLED MUST BE USED IN CONJUNCTION WITH INFILTRATION TRENCHS WHICH MUST MAINTAIN A 30FT.(MIN.) SETBACK FROM ALL DRAINFIELD COMPONENTS

NOTE: ROOF TOP DRAINS INSTALLED, MUST EITHER DAYLIGHT INTO THE STREET OR MUST BE USED IN CONJUNCTION WITH AN INFILTRATION TRENCH. MAINTAINING 30FT. (MIN.) SETBACKS FROM ALL DF COMPONENTS.

PROVIDE TEST ORIFICES @ END OF EACH LATERAL FACING UP. SYSTEM TO BE TESTED PRIOR TO FINAL SIGN-OFF OF INSTALLATION.

LT#2, SP#8608250105

CLIENT: JEFFREY DROLSHAGEN
5205 40TH AVE. NW
GIG HARBOR, WA 98332
A/P#851-2073

SITE ADDRESS: 3202 & 3204 96TH ST. NW — DATE: 12-17-98

PARCEL #: 02-21-05-6-035 — REV. DATE: —

PRELIMINARY

PENINSULA SEPTIC DESIGNS
SANDRA R. SMITH
P.O. BOX 1444, GIG HARBOR WA 98335 PH# (253) 851-2178

THIS DESIGN IS NOT A SURVEY !!

ALL PROPERTY LINES AND DIMENSIONS, AS SHOWN, ARE FROM INFORMATION SUPPLIED BY THE CLIENT OR COUNTY OFFICE. WE ASSUME NO LIABILITY FOR VARIATIONS ASCERTAINED BY ACTUAL OR MORE RECENT SURVEYS.

NOTE TO HOMEOWNER / BUILDER / OR DEVELOPER:
* Clearing in the drainfield area to be done under the SUPERVISION of the INSTALLER.
* Minimum home setbacks to be verified by the Bldg. Dept. We assume no liability if greater setbacks are required.

DROLSHAGEN #5284 PG 1 OF 2

City of Gig Harbor. The "Maritime City."
3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

CITY OF GIG HARBOR - UTILITIES SERVICE APPLICATION

Application No. _____, Parcel No. _____, Date Jan. 5, 1999

Applicant Jeff Drolshagen, Phone # 851-2073

Mailing Address 5205 47th Ave. N.W., G.H., 98335

STORM WATER CALCULATION:

Impervious Area (Sq.Ft.)	Calculation	Units

Connection/Service ADDRESS OR LOCATION: _____
Subdivision _____, Lot No. _____
Date of Hook-Up _____, Meter No. _____, Size _____, Rate _____
Account No. _____, Meter Location _____

WATER SYSTEM HOOK-UP & METER INSTALLATION CHARGES:

(X)		Capacity Factor(s)	Hook-Up Fee (Inside City Limits)	Hook-Up Fee (Outside City)	Meter Charge	Total Fees
2X	3/4"	1	$1,275.00	$1,910.00	$450.00	$
		1.67	$2,120.00	$3,180.00	$555.00	$
		3.33	$4,245.00	$6,365.00	(2) $1,130.00	$
		5.33	$6,790.00	$10,185.00	(2) $1,260.00	$
		(3)	(3)$	(3)$	(3) $	$

WATER SYSTEM HOOK-UP & METER INSTALLATION CHARGE: $ _____.____

OTHER CHARGES: (See Note 2)

Street Boring	$ 10.00 / Foot		$
Open Street Cut	$ 20.00 / Foot		$

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

BASIC SEWER SYSTEM CONNECTION FEE:

Zone A	Zone B, C, D	Other	# Of ERU'S *	Total Fee
$ 735.00	$ 1,810.00	$ 2,540.00	_____	$ _____.00

* Equivalent Residential Unit Calculation for non-residential service:

_____ (____ERU's per_____) X (_____) = _____

Class of Service — Conversion rate for appropriate unit (sq. ft., seats, students, etc.) — Number of units — Equivalent ERU's

SPECIAL CHARGES:

Check (X)	Type of Fee (1)	Fee
	Encroachment Permit Application & Fee	$ 15.00
	Sewer Stub Inspection Fee	$ 125.00
	House Stub Inspection Fee ($25 in city / $37.50 out)	$
	As-Built Plans Fee (Refundable)	$ 150.00
	Late Comers Agreement Fee	$

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

TOTAL SEWER SYSTEM FEES PAID: $ _____._____

TOTAL FEES PAID WITH THIS APPLICATION: $ _____._____

Application is hereby made by the undersigned property owner or his agent for all water and/or sewer service required or used for any purpose at the above property address for which I agree to pay in advance and in accordance with existing ordinances and regulations of the city. Following estimated charges, the exact charges will be determined and are payable immediately upon completion of the installation.

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

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

I understand that the city shall maintain ownership in such water meters installed by the city and the city shall be responsible for providing reasonable and normal maintenance to such meters. Damage to meters, boxes, and fittings will be repaired by the city's public works department. The cost of such repair work shall be borne by the contractor or the owner of the property.

Applicant's Signature — Date

TO BE COMPLETED BY STAFF ONLY:

Receipt No.	Fees Paid	Date	Receipted By

REVIEWED BY:

Building Official	P.W. Inspector	P.W. Supervisor	Finance Technician

DUPLICATE RECEIPT DUPLICATE RECEIPT

==========

CITY OF GIG HARBOR
3105 JUDSON STREET
GIG HARBOR WA 98335
TEL (253) 851-8136

==========

THE "MARITIME CITY"

==========

REG-RECEIPT:01-0003859 C:Jan 05 1999
CASHIER ID:H 1:47 pm A:Jan 05 1999

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1060 ADMIN FEE-FILING $100.00
UTILITY EXTENSION CAPACITY AGREEMENT

TOTAL DUE $100.00

RECEIVED FROM:
DROLSHAGEN, JEFF

CHECK: $100.00

TOTAL TENDERED $100.00

CHANGE DUE $0.00

==========

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HAVE A NICE DAY

==========

DUPLICATE RECEIPT DUPLICATE RECEIPT

City of Gig Harbor. The "Maritime City"

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

To: **MAYOR WILBERT AND CITY COUNCIL**
From: **KAY TRUITT**
Date: **JANUARY 25, 1999**
Subject: **G.I.S. COST BREAKDOWN**

INTRODUCTION

Pierce County's G.I.S. Services cost breakdown of tabled contractual agreement.

FINANCE

Exhibit A, (pg. 1 of 2 & 2 of 2)

(One-time setup:) $2,500

This amount pays a "one-time" charge for acquisition of a router currently located at Pierce County.

(Ongoing Charges:) $ 500

This amount is an "annual" maintenance fee, to be paid in advance and/or prorated if begun mid-year. This pays for support, software upgrades and maintenance of the Pierce County router at their location.

(Security:) $ 75

This amount is a contractual fee paid per user for a "4 year lease" on a security token.

<u>An example of what our charges will be is as follows</u>:

Currently we will connect or subscribe 8 users to G.I.S. Our costs would be $600. The $600, would be good for a 4 year term, and we would not be billed again for this amount until 4 years from our start date.

Exhibit A, (pg. A1 & A2)

(G.I.S. Hardware) $5,500

This amount is an "annual" fee that the city will pay in tandem with all other G.I.S. user agencies, to lease a portion of the Sun 4500 (Unix) 4-muliprocessor server.

(CountyView Startup Services) $ 500

This amount is for training a staff of 8 on the CountyView (ArcView G.I.S.) System. This is a "one-time" charge.

(CountyView Agency Support) $5,000
This amount is an "annual" fee for Pierce County G.I.S. help desk support and includes 20 hours of development, support, advanced training.

(CountyView Maintenance) $4,000
This amount is an "annual" fee for software upgrades and releases of product code, enhancements, new data sets and support of the application code itself. This includes a minimum of three new applications annually.

RECOMMENDATION
No recommendation, merely a cost review and analysis.

PIERCE COUNTY
COMMUNITY INFORMATION/NETWORK SERVICES AGREEMENT #98-9475
FOR ON-LINE ACCESS TO COUNTY INFORMATION SYSTEMS

City of Gig Harbor, hereinafter called **Requestor**, and Pierce County, hereinafter called **County**, agree as set forth in this Agreement, including:

(Agreement), pp. 1 to 5,
Attachment 1(Definitions), pp. 6,
Exhibit A (Scope of Services), pp. A1 to A2,
Exhibit B (Security Access Agreement), pp. B1,
Exhibit C (Disclaimers), pp. C1, and
Exhibit D (any Special Provisions), pp. D1.

copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence on the 11th day of January, 1999, and shall, unless terminated or renewed elsewhere in the Agreement, terminate on the___ day of - as per annual renew

This Agreement will be binding upon the **Requestor**, officers, agents and employees. The person(s) executing this Agreement on behalf of the **Requestor** are fully authorized to sign this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of _____, 19 __.

REQUESTOR:

Name

Signature

Mayor
Title of Signatory

Address: 3105 Judson St.

Gig Harbor, WA. 98335-1221

Mailing Address:
Same.

Contact Name: Kay J. Truitt, Information Systems Specialist

Contact Phone: (253) 851-8136 x 247

Contact FAX: (253) 851.8563

PIERCE COUNTY:

Recommended:

Department Director
Date

Prosecuting Attorney (as to form only)
Date

Budget and Finance
Date

Approved:

Executive Director (if applicable)
Date

or

County Executive (if over $50,000) Date

AGREEMENT FOR ON-LINE ACCESS TO COUNTY INFORMATION SYSTEMS

The terms of this Agreement will remain in full force and effect for a five (5) year period ending on _____, ___, subject to thirty (30) days written notice of termination by either party to the other.

The parties, in consideration of the terms and conditions described below, agree as follows:

SCOPE OF SERVICE

1) The **County** agrees to provide the services described in Exhibit A (referred to as Service) according to the terms of this agreement. **Requestor** agrees to provide access to and use of the Service and all other resources necessary to use the Service under this agreement.

FEE FOR SERVICE

2) **Requestor** agrees to pay for the services in accordance with the rates or charges set forth in Exhibit A. *The **County** will notify the **Requestor** of annual service rates during the first quarter of each year.* New rates will be effective on April 1 of each year. The **County** will bill the **Requestor** quarterly with terms of net cash, payable within thirty (30) days after the statement date. **Requestor** shall pay all applicable taxes related to use of the Service by **Requestor**. Non-payment for Services shall result in the termination of the Services.

CONDITIONS OF USE

3) **Requestor** represents and agrees that the **County** information and data systems will not be used for commercial purposes contrary to the requirements of **RCW** **42.17.260(9)** and **WAC** **390-13-010**
.

4) **Requestor** agrees not to use the Service nor any of its elements or related facilities or capabilities to conduct any business or activity, or solicit the performance of any activity, which is prohibited by or would violate any applicable law, rule, regulation or legal obligation.

5) The parties agree that should **Requestor** use this Service in a manner contrary to the terms of this Agreement, **Requestor** will be ineligible to receive any similar information in the future and **Requestor** will be subject to all applicable civil and criminal penalties.

6) The **Requestor**, its officers and employees, will:

a) Maintain the confidentiality of **County** information.

b) Comply with **Pierce County Data Dissemination Disclaimer** (Appendix C) and refrain from *releasing or providing Pierce County data to other entities (secondary data dissemination).* Since this County Policy is based on RCW(s) and ordinances, changes are made annually and will be provided at the same time as the annual service rates (as stated in Section 2).

c) Maintain the proprietary nature of Pierce County software or data systems used by the **Requestor** under the terms of this Agreement.

These conditions shall be met <u>except</u> upon the prior written consent of the steward County department and the Pierce County Prosecuting Attorney, or an order entered by a court after having acquired jurisdiction over the **County**.

7) **Requestor** will immediately give to the **County** notice of any judicial proceeding seeking disclosure of **County** information by contacting the Pierce County Prosecuting Attorney's Office.

8) **Requestor** agrees not to upload, post or otherwise publish on or over the Service, and not seek on or over the Service, any software, file, information, communication or other content:

a) which violates or infringes upon the rights of any other;

b) which, *under the circumstances and in* **County's** *good faith judgment, is, or is likely to be* perceived by an intended recipient or target as, defamatory, deceptive, misleading, abusive, profane, offensive or inappropriate;

c) which constitutes a threat to, harassment of, or stalking of another;

d) which adversely affects the performance or availability of the Service or County resources;

e) which contains any virus, worm, cancelbot, harmful component or corrupted data; or

f) which, without the approval of the **County**, contains any advertising, promotion or solicitation of goods or services for commercial purposes.

9) Subject to the terms of this Agreement, the **County** grants to **Requestor** and authorized users a personal, *non-exclusive, nonassignable and nontransferable license to use and display the software* (referred to as Software) provided by or on behalf of **County** for purposes of accessing the Service on any machine(s) of which **Requestor** is the primary user or which **Requestor** is authorized for use.

Unauthorized copying of the Software, including software that has been modified, merged or included with the Software, or the associated written materials is prohibited. **Requestor** may not sublicense, assign or transfer this license or the Software except as permitted by **County**.

LIABILITY

10) The information supplied by the **County** pursuant to this Agreement is provided on an " as is basis" and "with all faults" and **Requestor** will have no remedy at law or equity against the **County** in the event information provided to the **Requestor** is inaccurate, incomplete or otherwise defective in any way.

11) The **Requestor** agrees to hold the **County**, its appointed and elective officers and employees, harmless from any and all claims, liability, fines, judgements, settlements and penalties, including attorney fees and costs, made by any person as a result of making such information available to **Requestor** for **Requestors'** use.

SYSTEM OPERATIONS

12) The **County** retains the right to modify current systems at its discretion. The **County** will make no systems modifications on **Requestors'** behalf unless specifically detailed in Exhibit A. The **Requestor** is responsible for ascertaining the impact of changes on their business.

13) **Requestor** agrees that each and every person given the right to access **County** information will use a unique user name assigned by Pierce County Information Services staff. Each user will sign the most current system and security agreement(s) (Exhibit B) and return to Pierce County Information Services with written request for security access.

14) **Requestor** understands that priority is assigned to regular **County** work which may require a reasonable delay in responding to **Requestors'** requirements from time to time. The **County** shall not be held liable for service interruptions.

15) **Requestor** is to provide and maintain all required computer equipment and telephone service necessary to connect to the **County** data and systems in the manner authorized by the **County**.

16) **Requestor** is to ensure that all equipment and software used to access the Pierce County systems defined in Exhibit A, will be compatible with existing **County** configurations.

17) **Requestor** agrees to keep the **County** informed of any network connectivity between them and other organizations.

18) **Requestor** understands and agrees that on-line access will be available only between the hours of 8:00 a.m. and 5:00 p.m. Pacific time, Monday through Friday, exclusive of legal holidays observed by the **County**. Limited on-line access may be available outside of these hours. The **County** shall not be held liable if the system/network is off-line and not accessible.

CONTACTS

19) The **County** will provide a list of contacts to administer the Services provided under this agreement.

20) **Requestor** will provide the names of two (2) of their employees who will be the primary contacts with Pierce County staff. Requests for new users, user modifications or user assistance will come from these contacts. A method of verification will be provided to these employees to use when identifying themselves to Pierce County.

21) **Requestor** is to contact the **County** and request deletion of a staff's user name within 24 hours following notice of termination of their employment with the **Requestor**.

SPECIAL PROVISIONS

22) Special provisions are listed in Exhibit D.

ATTACHMENT 1
Definitions

1.	Service	Service or Services is defined as this contract between the Requestor and the County to provide the work products described in Exhibit A, Scope of Work.
2.	Annual Service Rates	The fees and charges for the Service(s) from the County that will be reviewed and adjusted yearly as described in Exhibit A, Scope of Services.
3.	Commercial Purposes	The commercial use of the County data is prohibited per RCW 42.17.260(9). This statue says that the County systems and data may not be used to produce lists of names or contact individuals for commercial use or purpose.
4.	Steward Departments	One, or in some cases multiple, County departments are designated as the steward of each particular named computer system and its corresponding set of information media (data files, databases, screens, views, reports, menus, and query access). As such, steward departments have the authority to determine data access methods, the dissemination mechanism and secondary data dissemination rules (primary data dissemination rules are specified in a separate County policy statement) for any request to access such systems and information media. In order to execute this authority, steward departments are responsible for the maintenance of security, accuracy, and integrity of the computer systems and information media.

Exhibit A - On-Line Services from Pierce County

Requestor:	Gig Harbor, City Of	Contract #:	98-9475	Calendar Year Rates Shown:	1998

System Name:	**Pierce County Wide Area Network**
Description of System:	The computing infrastructure of Pierce County. Connecting to this via secure, approved methods will allow access to systems where steward approval has been obtained.
Steward:	Information Services Department

Services		**Charges**	
One-time setup:	Information Services will set up accounts with passwords for a list of users provided by the Requestor for each system included in this Exhibit A. Included in the one-time router setup fee is up to 4 hours of initial configuration consultation to discuss your hookup options and to review your proposed connectivity equipment order. Information Services time spent connecting your telecommunications line at our router end and any associated troubleshooting will be charged at our hourly personnel rate in 15 minute increments.	Information Services charges:	1) User account setup is included as part of monthly user fees (see on-going charges). 2) $2,500 per router port for LAN connection to Pierce County router (Requestor pays for all equipment needed up to router port).
Ongoing Charges:	The Wide Area Network monthly charge is a utilization fee charged to all users on the network that pays for resources necessary to maintain and enhance the network. Information Services will set up accounts with passwords for any new users for each system included in this Exhibit A. Help Desk level one connectivity phone support. Direct services specifically outlined in this exhibit A are: • Configuration and connectivity assistance.	Information Services charges:	1) Wide Area Network charge of $5.00 per user per month[1]. Help Desk level one connectivity phone support and account setup/deletion are all included in this monthly charge. 2) Direct services outlined in this contract will be charged at our personnel rate of $60 per hour[2] 3) $500 annual maintenance per router port connection to Pierce County router (prorated first year).
Other:	Communications Links:	Requestor agrees to pay all installation and monthly telecommunications charges for any lines used to access Pierce County.	

	Security:	Remote Access Authorization: Requestor agrees to buy remote authentication keyfob for each user accessing Pierce County (approximately $75 each - will be billed by Pierce County for each unit provided to a user). Encryption: Requestor agrees to purchase and use any encryption software required by Pierce County to access specific systems. If necessary, requestor agrees to upgrade operating systems on PC's needing the encryption software in order to comply with encryption software requirements.

[1] Monthly rate to be used will be the Monthly User Fee for external Pierce County users which changes each calendar year. 1998 is $5.00.
[2] Hourly rate to be used will be the Information Services personnel hourly rate which changes each calendar year. 1998 is $60.

Access by the Requestor to the above system at the calendar year rates shown is approved by:

Information Services Director _____ Date _____

Requestor _____ Date _____

Exhibit A - On-Line Services from Pierce County

Requestor:	City of Gig Harbor	Contract #:	98-9475	Calendar Year Rates Shown:	1998

System Name:	**CountyView - Pierce County's desktop GIS system**
Description of System:	CountyView allows users to access all available GIS data in Pierce County. The system provides users with the ability to display themes of data, perform search and locate, query associated tabular data, perform spatial analysis, and utilize customized County GIS functionality.
Steward:	Information Services Department / GIS Division

Services		Charges	
Use of the CountyView Application	CountyView has been in production for 2.5 years at Pierce County. The software has been customized and optimized for County business functions and includes data management for over 200 themes of data, owner notify application, census query application, locate function, annotation function, road atlas application and customized quick map product generation.	Information Services charges: CountyView Application	0
GIS Hardware	To directly connect to Pierce County's CountyView, the agency will share the use of a powerful Unix server with other agencies. The server can handle approximately 20 concurrent ArcView users. The server will be equipped with the necessary software licenses and for each agency 2 gigabytes of disk storage will be reserved for data and projects. The cost of this server is directly paid by the agencies using the system.	Portion of leased server (HW and SW)** There are no fees for upgrades. When the server needs to be upgraded fees will be reassessed	$5,500
CountyView StartUp Services	StartUp services includes: • Training and materials for 0-8 staff on CountyView Lite (4 hr. class) Staff must be familiar with a Windows environment • Analyst assistance (3 hours) to enter Agency data themes into CountyView • Meta data assistance (2 hours) to learn how to prepare data dictionary information • A management presentation on the use and benefit of GIS Startup services do not impact monthly support.	Information Services charges: 500 $/startup	$ 500.00
CountyView Agency Support	Analyst assistance for 20 hours per month on GIS project implementations and use of CountyView. Projects can include: - on-call phone support and trouble shooting - advanced training on software functionality - database design and data development (conversion)	50,000/10 Dedicated support staff (20 hrs per mo)	$ 5000.00

	procedures - project implementation assistance - software development consulting Hours can be accumulated for several months to devote to a larger project.		
CountyView Maintenance	The ongoing maintenance of the CountyView application requires certifying the software on new platform releases (NT, Unix, PC), maintaining data sets, loading data sets into CountyView, making enhancements to the system, and adding applications and extensions. Each year over 50 new data sets are added to CountyView (external and internal) and a minimum of three new applications. These enhancements are in response to user requirements and each agency will have input in this process as well.	80,000/20 (10 depts., 10 cities) CountyView Maintenance and Enhancement	$ 4000.00
The GIS Community Service	The growing GIS community in Pierce County can leverage each other's expertise to optimize the use of GIS. Pierce County GIS will facilitate this sharing of information and data by: - Conducting monthly Project meetings to discuss GIS applications and projects. This meeting is intended for managers and staff to learn about benefits and uses of GIS. - Conducting monthly Technical meetings to discuss technical and quality questions. This meeting is intended for hands-on technical users who have software questions. - Preparing the monthly GIS Bulletin which describes the GIS projects in the County, the status of GIS data conversion, notes from the Project meetings and training schedules. - Maintaining the CountyView Quick Reference Guide and the Data Catalog for easy reference to the system and data. Agency staff are welcome to attend the meetings and will receive a GIS Bulletin.	0	0
		Total Charges for CountyView Access:	15,000

[1] Hourly rate used will be the Information Services/GIS personnel hourly rate which changes each calendar year. 1998 is $55.

Agency support and CountyView maintenance rates are subject to yearly adjustment. Access by the Requestor to the above system at the calendar year rates shown is approved by:

Information Services Director _____ Date _____

Requestor _____ Date _____

EXHIBIT B

PIERCE COUNTY COMPUTER NETWORK AND INFORMATION SECURITY ACCESS AGREEMENT
for Employees, Contractors, Volunteers and External Agency Employees.

Access to the Pierce County Network has been provided to you so you may complete specific activities related to your job duties or contractor agreement. Any use beyond what is agreed upon and described in your duties/contract is not allowed. Security will be in place to limit your activities on the network. By signing this agreement, you state that you will not attempt to access information or services not meant to be available to you on the Pierce County network as described in your assigned duties.

You also agree to safeguard any passwords provided to you to access Pierce County systems. You must configure your access to the Pierce County network so that a password must be typed in each time you access the system(s). You cannot share this password with any one else. Log out of Pierce County systems whenever you cease working on the system or whenever you are away from your computer.

You are responsible for any damage caused by actions you take on the Pierce County network that are outside of those described in your duties/contract.

You are to use the utmost discretion in preserving the confidential nature of any information you are authorized to access. Information is to be obtained for authorized purposes ONLY. Obtaining any information for personal use is prohibited; this includes looking up information in any of the computer databases for personal use. As an employee or contractor you may not observe, obtain, nor ask another person to obtain confidential information for personal reasons. You shall not disclose information of a confidential nature. Releasing information may be in violation of the laws of the State of Washington, for example a violation of the provisions of the Criminal History Privacy Act (RCW 10.97) shall constitute a misdemeanor and may result in criminal prosecution. When in doubt, be discreet, and talk with your Pierce County supervisor/contact. It is better to err on the side of caution than on the side of carelessness.

I have read and understand the above policy regarding computer network access and confidential information and have received copy of same.

Agency/Employer: City of Gig Harbor

Employee/Contractor Name: Kay J. Truitt

Employee Title: Information Systems Specialist

Date: 01/05/99 **Employee Signature:** _____

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I have read and understand the above policy regarding computer network access and confidential information and have received copy of same.

Agency/Employer: City of Gig Harbor

Employee/Contractor Name: Wes Hill

Employee Title: PUBLIC WORKS

Date: 1/5/98 **Employee Signature:** Wes Hill

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I have read and understand the above policy regarding computer network access and confidential information and have received copy of same.

Agency/Employer: City of Gig Harbor

Employee/Contractor Name: Maureen Whitaker

Employee Title: Public Works Assistant

Date: 1/5/99 **Employee Signature:** Maureen Whitaker

EXHIBIT B

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for Employees, Contractors, Volunteers and External Agency Employees.

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I have read and understand the above policy regarding computer network access and confidential information and have received copy of same.

Agency/Employer: City of Gig Harbor

Employee/Contractor Name: Jami Chunn

Employee Title: Public Works Clerk

Date: 1/5/99 **Employee Signature:** Jami Chunn

EXHIBIT B

PIERCE COUNTY COMPUTER NETWORK AND INFORMATION SECURITY ACCESS AGREEMENT
for Employees, Contractors, Volunteers and External Agency Employees.

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I have read and understand the above policy regarding computer network access and confidential information and have received copy of same.

Agency/Employer: City of Gig Harbor

Employee/Contractor Name: David Skinner

Employee Title: Project Engineer

Date: 1/5/99 **Employee Signature:**

EXHIBIT B

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for Employees, Contractors, Volunteers and External Agency Employees.

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I have read and understand the above policy regarding computer network access and confidential information and have received copy of same.

Agency/Employer: City of Gig Harbor

Employee/Contractor Name: Willy Hendrickson

Employee Title: ENGINEERING TECHNICIAN

Date: 1/5/93 **Employee Signature:** William Hendrickson

EXHIBIT B

PIERCE COUNTY COMPUTER NETWORK AND INFORMATION SECURITY ACCESS AGREEMENT
for Employees, Contractors, Volunteers and External Agency Employees.

Access to the Pierce County Network has been provided to you so you may complete specific activities related to your job duties or contractor agreement. Any use beyond what is agreed upon and described in your duties/contract is not allowed. Security will be in place to limit your activities on the network. By signing this agreement, you state that you will not attempt to access information or services not meant to be available to you on the Pierce County network as described in your assigned duties.

You also agree to safeguard any passwords provided to you to access Pierce County systems. You must configure your access to the Pierce County network so that a password must be typed in each time you access the system(s). You cannot share this password with any one else. Log out of Pierce County systems whenever you cease working on the system or whenever you are away from your computer.

You are responsible for any damage caused by actions you take on the Pierce County network that are outside of those described in your duties/contract.

You are to use the utmost discretion in preserving the confidential nature of any information you are authorized to access. Information is to be obtained for authorized purposes ONLY. Obtaining any information for personal use is prohibited; this includes looking up information in any of the computer databases for personal use. As an employee or contractor you may not observe, obtain, nor ask another person to obtain confidential information for personal reasons. You shall not disclose information of a confidential nature. Releasing information may be in violation of the laws of the State of Washington, for example a violation of the provisions of the Criminal History Privacy Act (RCW 10.97) shall constitute a misdemeanor and may result in criminal prosecution. When in doubt, be discreet, and talk with your Pierce County supervisor/contact. It is better to err on the side of caution than on the side of carelessness.

I have read and understand the above policy regarding computer network access and confidential information and have received copy of same.

Agency/Employer: City of Gig Harbor

Employee/Contractor Name: Jerry Erb

Employee Title: IWTF Supervisor

Date: 1/5/99 Employee Signature: Jerry Erb

EXHIBIT B

PIERCE COUNTY COMPUTER NETWORK AND INFORMATION SECURITY ACCESS AGREEMENT
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I have read and understand the above policy regarding computer network access and confidential information and have received copy of same.

Agency/Employer: City of Gig Harbor

Employee/Contractor Name: Dave Brereton

Employee Title: Public works supervisor

Date: 1-5-1999 Employee Signature: Dave Brereton

EXHIBIT C

DISCLAIMERS TO and WARRANTY BY USERS of PIERCE COUNTY DATA

1. **Limitations**

   Requestor seeks access to the data described in "Attachment A". The County makes no warranty, express or implied, concerning the data's content, accuracy, currency or completeness, or concerning the results to be obtained from queries or use of the data. **ALL DATA IS EXPRESSLY PROVIDED "AS IS" AND "WITH ALL FAULTS"**. The County makes no warranty of fitness for a particular purpose, and no representation as to the quality of any data. Users of data are responsible for ensuring the accuracy, currency and other qualities of all products (including maps, reports, displays and analysis) produced from or in connection with Pierce County's data. No employee or agent of Pierce County is authorized to waive or modify this paragraph. If a user informs others that a product is based upon Pierce County's data, the County specifically requests and directs that the user also disclose the limitations contained in this paragraph and in paragraph 4.

2. **Data Interpretation**
   Pierce County data is developed and maintained solely for County business functions, and use or interpretation of data by the Requestor or others is the solely their responsibility. The County does not provide data interpretation services.

3. **Spatial Accuracy**
   Map data can be plotted or represented at various scales other than the original source of the data. The Requestor is responsible for adhering to industry standard mapping practices which specify that data utilized in a map or analysis, separately or in combination with other data, will be produced at the largest scale common to all data sets. For example: if the zoning data scale is 1"=200' and the city boundary data set is 1"=2000', the data sets should be used at a scale of 1"=2000' or smaller.

4. **No County Liability**
   Pierce County shall not be liable to the Requestor (or transferees or vendees of Requestor) for damages of any kind, including lost profits, lost savings or any other incidental or consequential damages relating to the providing of the data or the use of it. The Requestor shall have no remedy at law or equity against the County in case the data provided is inaccurate, incomplete or otherwise defective in any way.

5. **Requestor's Warranty Against Commercial Use of Lists**
   RCW 42.17.260(9) prohibits the release of lists of individuals requested for commercial purposes, and Requestor expressly represents that no such use of any such list will be made by Requestor or its transferee(s) or vendee(s). "Commercial purposes" means contacting or in some way personally affecting the individuals identified on the list with the purpose of facilitating one's commercial activities.

6. **Project Data**
   Requestors are encouraged to supply their project data back to the County for use by the County.

Firm: _____ Authorized Agent: _____ Date:_____

EXHIBIT D

SPECIAL PROVISIONS

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: CONTRACT FOR MUNICIPAL JUDGE
DATE: JANUARY 19, 1999

INFORMATION/BACKGROUND

Fourteen applicants for the position of City of Gig Harbor Municipal Judge have been narrowed to one. A screening committee reviewed the applications and each committee member forwarded recommendation for the top three candidates to Mayor Wilbert. Judge-designate Mr. Michael A. Dunn, who was one of five finalists interviewed by Mayor Wilbert, has signed a contract for the purpose of providing judicial services to the City of Gig Harbor. Mayor Gretchen Wilbert is presenting this contract, which has been reviewed by Legal Counsel, for Council approval. Mr. Dunn's resume is attached.

POLICY CONSIDERATIONS

The contract provides for a term of service to fill the remainder of former Judge Marilyn Paja's four year term, which ends December 31, 2001.

FISCAL CONSIDERATIONS

The agreement provides for a monthly salary of $1700 for all duties related to the position. There is no compensation provision for additional hours. Up to $15 per month of city-related telephone expense will be reimbursed by the City. Also, up to fifteen hours of judicial training annually will be budgeted by the City.

RECOMMENDATION

Mayor Wilbert recommends that the contract be approved as presented.

MUNICIPAL COURT JUDGE

EMPLOYMENT AGREEMENT

THE PARTIES

The parties to this agreement are as follows: Michael A. Dunn, hereinafter referred to as "Judge," and the City of Gig Harbor, Washington, hereinafter referred to as the "City."

PURPOSE

The purpose of this agreement is to set forth the terms of the agreement between the parties whereby the City appoints a municipal court judge at an established compensation level and the Judge agrees to perform the municipal court judge duties as provided by state statute and city ordinance.

AGREEMENT

The parties hereto agree as follows:

A. Performance of Duties. The Judge shall at all times faithfully, and to the best of his ability and experience, perform all of the duties that are required of him pursuant to the expressed and implicit terms of this agreement and pursuant to the rules of professional ethics. The provisions of chapter 3.50 RCW and the Gig Harbor Municipal Code section creating the municipal court are incorporated into the agreement as fully as if set forth therein.

B. Compensation. The City shall compensate the Judge for conducting municipal court cases for the City of Gig Harbor as follows:

1. The monthly salary shall be $1700 for general administrative time, jury and non-jury trials and hearings, occasional in-custody arraignments, regular Tuesday court calendars, and related activities not specified herein.

2. Mileage incurred by the Judge shall not be reimbursed by the City.

3. Long distance telephone expenses shall be documented and reimbursed by the City to a limit of $15 per month.

4. The City will annually budget up to fifteen (15) hours of judicial training for the Judge.

The judge shall submit monthly payment invoices to the City after such services have been performed. The City shall pay the full amount of the invoice within thirty (30) days of the receipt.

C. Liability Insurance. The City shall provide and maintain public officials liability insurance covering the Judge for the discharge of his official duties at limits consistent with levels of coverage maintained for other city public officials and employees.

D. Judge Pro Tem. In the event of a judicial conflict or disqualification, or when in the discretion of the Judge the use of a Judge Pro Tem is required, the Judge may assign cases to a Judge Pro Tem. The Judge shall propose candidates for the position of Judge Pro Tem to the Mayor with a brief explanation of the need for the employment of the Judge Pro Tem, who shall be members of good standing of the Washington State Bar Association, and subject to confirmation by the Mayor. Salary of Judges Pro Tem shall be paid by the Judge when Judges Pro Tem are employed for reasons other than a judicial conflict or disqualification of the Judge.

E. Employment Conditions. The employment relation of the Judge and Judges Pro Tem shall be governed by this Agreement. The Judge and Judges Pro Tem are independent contractors and shall provide professional services to the City pursuant to this Agreement. Neither the Judge nor the Judges Pro Tem are employees of the City, and each shall be responsible for paying federal income tax and other taxes, fees, or other charges imposed by law upon independent contractors from the compensation paid to them by the City. Neither the Judge nor the Judges Pro Tem shall be entitled to any benefits provided to City employees and shall specifically not be entitled to sick leave, vacation, unemployment insurance, worker's compensation, overtime, compensatory time or any other benefit not specifically addressed and provided for in this agreement. The Judge and Judges Pro Tem shall be solely and entirely responsible for their acts during the performance of this Agreement. The Judge and Judges Pro Tem shall be subject to the rules of conduct of the relevant personnel policies of the City and the Code of Judicial Conduct. Judges Pro Tem shall be paid at the rate of sixty dollars ($60) per hour.

In addition, it is recognized that the Judge and Judges Pro Tem will provide work and services for other clients in their independent law practices. The Judge and Judges Pro Tem agree not to perform such services for other clients where a conflict of interest or ethical violation as defined in the rules of professional conduct for attorneys may exist.

F. Indemnification. The Judge is a public official of the City of Gig Harbor. The Judge agrees to indemnify, defend and hold the City harmless for any and all claims or liabilities of any nature for any acts of the Judge that are outside of the scope of his official duties as described herein.

G. Term. This agreement shall commence on January 26, 1999, and terminate on December 31, 2001, unless terminated as provided in this section and section H. If the City chooses to appoint or reappoint the municipal court judge, such appointment or reappointment

shall take place on or before December 1, 2001. This agreement may be terminated by the Judge providing a sixty (60) day written notice of termination to the city. The City may remove the Judge from office only as provided in RCW 3.50.095 (as it now exists or may be amended in the future); PROVIDED THAT, the city may decide at any time after execution of this Agreement, to terminate the municipal court as provided in chapter 3.50 RCW and eliminate the position of municipal court judge. Both parties specifically agree that elimination of the position of municipal court judge does not constitute "removal" of the judge from office, and does not trigger RCW 3.50.095 (as it now exists or may be amended in the future). PROVIDED FURTHER, that if the position of municipal court judge becomes full-time as defined in RCW 3.50.055, and the City is required to fill the position by election, the City may also terminate this Agreement by providing the Judge at least sixty (60) days written notice.

H. Nonexclusive Contract. This shall be a nonexclusive contract. The City reserves the right to appoint additional judges, to contract for additional court services in the future, or to terminate this agreement for the purpose of filling the position by election (as required by RCW 3.50.055). Nothing herein shall be interpreted to prohibit such future appointment, or restrict the City's decision to increase the position to full-time, which could trigger the provisions of RCW 3.50.055. Nothing in this Agreement shall guarantee renewal of this Agreement, its level of payment, nor the level of cases forwarded to the Judge for future years, regardless of whether the Judge shall be within the terms of his appointment. In the event of such future appointments, the City reserves the right to renegotiate any and all provisions of this Agreement for future contract terms.

I. Resolution of Disputes. 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, and the City shall determine the term or provision's true intent or meaning. If any dispute arises between the City and the Judge which cannot be resolved by the City's determination in a reasonable period of time, or if the Judge does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be with the Pierce County Superior Court, in Pierce County, Washington. The prevailing party shall be reimbursed by the other party for its costs, expenses and reasonable attorneys fees incurred in any litigation arising out of the enforcement of this Agreement.

J. Integration. The written provisions and terms of this Agreement shall supersede all prior verbal statements of any officer or representative of the City, or any prior agreements between the parties and such statement or prior agreements shall not be effective or be construed as entering into, forming a part of, or altering this Agreement in any way. The entire agreement between the parties is contained in this Agreement document.

K. Severability. In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the remaining provisions shall remain in full force and effect.

L. Notice. Notice given pursuant to this Agreement shall be given in writing to the parties as follows:

Judge: Michael A. Dunn
585 Bethel Ave., Suite 204
Port Orchard, WA 98366

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

This contract contains the complete agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties.

No waiver or modification of this agreement shall be valid unless in writing and duly executed by both parties. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed to be a waiver or relinquishment of said Agreement provision, and the same shall remain in full force and effect.

DATED this _____ day of January, 1999

CITY OF GIG HARBOR

_____
Gretchen A. Wilbert, Mayor

_____
Michael A. Dunn , Municipal Court Judge

ATTEST:

_____
Molly M. Towslee, City Clerk

LAW OFFICES OF
MICHAEL A. DUNN
ATTORNEY AT LAW
585 BETHEL AVENUE, SUITE 204
PORT ORCHARD, WASHINGTON 98366
TELEPHONE (360) 895-0250 FACSIMILE (360) 895-1026

RECEIVED
DEC - 2 1998
CITY OF GIG HARBOR

December 1, 1998

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

RE: Application for Municipal Court Judgeship

Dear Mayor Wilbert:

I am interested in applying for the part-time judgeship in Gig Harbor Municipal Court. I certainly will be willing to make a formal application if I am instructed regarding whatever format or procedure the City wishes to follow in this regard. However, for now I thought I would express my interest so you can put me on your list of candidates under consideration. I will be willing to supply any further information needed, but a brief outline of my background may be appropriate at this time.

I graduated from the University of Puget Sound School of Law in December, 1978. I passed the Washington State Bar Examination given in February, 1979, the results of which were made known in May, 1979 and was sworn into the practice of law in the State of Washington effective May 16, 1979.

I am in solo practice in the city of Port Orchard, however, my wife and I make our home in the Wauna area of Pierce County.

My areas of practice have been principally in criminal law, family law and civil litigation. I have had extensive experience in the district and municipal courts in Washington, but mostly in the district and municipal courts in Pierce, Kitsap and Mason counties. However, I have also appeared in courts in many other counties in the state on occasion, including superior, district and municipal. I have been involved as defense counsel in a number of jury trials and as plaintiffs counsel in a number of civil cases.

Prior to law school I served my country in the Army as a commissioned officer leaving the Army after four years at the rank of Captain in the field artillery. However, while I was in the Army I became interested in law and participated as the prosecutor in approximately 50 courts marshall, so I understand both the prosecution and defense side of the types of cases that would come before the court in Gig Harbor.

I have also served as pro tem judge on a number of occasions, including both hearings and trials in Bremerton Municipal Court and also in the Gig Harbor Municipal Court. In my 20 years of law practice I have gained a lot of trial experience in the very areas that would be dealt with in the Gig Harbor Municipal Court and believe that based on this I would be a valuable asset to the fair and efficient administration of justice in Gig Harbor.

If you would like any further information, please contact me at my business address at your convenience.

Very truly yours,

MICHAEL A. DUNN

MAD:cjr

LAW OFFICES OF
MICHAEL A. DUNN
ATTORNEY AT LAW
585 BETHEL AVENUE, SUITE 204
PORT ORCHARD, WASHINGTON 98366
TELEPHONE (360) 895-0250 FACSIMILE (360) 895-1026

OBJECTIVE

Gig Harbor Municipal Court Judgeship.

EDUCATION

University of Puget Sound - School of Law
Juris Doctor - December, 1978

Admitted to Washington State Bar - June, 1979

Henderson College
Bachelor of Arts - May, 1971

Honors & Awards
Alpha Chi Honor Society - Epsilon Chapter
Dean's List

LEGAL POSITIONS

Solo Practice - Law Offices of Michael A. Dunn, P.S.
Port Orchard, Washington

Judge Pro Tem - Bremerton Municipal Court
Gig Harbor Municipal Court

Superior Court Arbitrator - Kitsap County

Partner - Dunn & Soukup - Attorneys at Law
Port Orchard, Washington

Partner - Dunn & Conroy - Attorneys at Law
Port Orchard, Washington

Associate Lawyer - Denend & Dunn - Attorneys at Law
Port Orchard, Washington

Trial Counsel - US Army - Courts Marshall

LEGAL EXPERIENCE

Washington Supreme Court (Two Published Opinions)

Washington Court of Appeals (Numerous Opinions)

Superior Court of Washington (Principally Pierce and Kitsap)
- Criminal Bench and Jury Trial Practice
- Civil Bench and Jury Trial Practice

District Courts of Washington (Principally Pierce, Kitsap and Mason)
- Criminal Bench and Jury Trial Practice
- Civil Bench Trial Practice

Municipal Courts of Washington (Principally Port Orchard, Bremerton, Gig Harbor and Poulsbo)
- Criminal Bench and Jury Trial Practice

United States District Court - Western District of Washington
- Federal Tort Claims Actions

MILITARY

US Army 1971 - 1975
- Captain - Field Artillery

PERSONAL

My wife, Jeanne and I make our home in Gig Harbor in the Wauna area. All of our children are grown and are doing well on their own.

REFERENCES

Honorable Marilyn G. Paja
District Court Judge, Kitsap County
(360) 337-7005

Honorable Martin P. Mittet
Municipal Court Judge, Port Orchard
(360) 876-1701

Honorable Thurman W. Lowans
Superior Court Commissioner, Kitsap County
(360) 337-7140

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: OFFICIAL NEWSPAPER BID
DATE: JANUARY 22, 1999

INFORMATION/BACKGROUND

In accordance with Gig Harbor City Municipal Code, Chapter 1.20, the City shall solicit bids for the City's "official newspaper."

We have received two bids. The Gateway reports mailings of approximately 8600 in-city papers in its once-a-week distribution, although this figure includes three different zip codes. The News Tribune reports its circulation at about 7000 daily and 8500 Sunday papers within the city limits of Gig Harbor.

The cost per column inch is less for publication in the Gateway than in the News Tribune by an apparent factor of three. Last year, the city spent approximately $3700 in legal advertisement, although some of this expense was reimbursed by applicants. The benefit of a daily publication, given the limited time frames that the jurisdiction must now observe, provides a risk management benefit in favor of a daily publication. The additional cost is seen by the Planning and Building staff as prudent, time-effective, and beneficial to applicants.

POLICY

The lowest bidder in this instance is the Peninsula Gateway, a once-weekly paper of general circulation in the city. The city, particularly the planning function, has reached a volume of permit activity that makes it highly desirable to utilize the services of a daily newspaper for legal publication (see attached summary of permit activity). Consequently, the staff recommends that the only daily newspaper that submitted a legitimate bid be awarded status as official newspaper for legal notices.

RECOMMENDATION

Staff recommends a motion to award official newspaper status to the News Tribune for 1999.

Chapter 1.20

OFFICIAL NEWSPAPER

Sections:

1.20.010 Designated.
1.20.020 Annual bids.

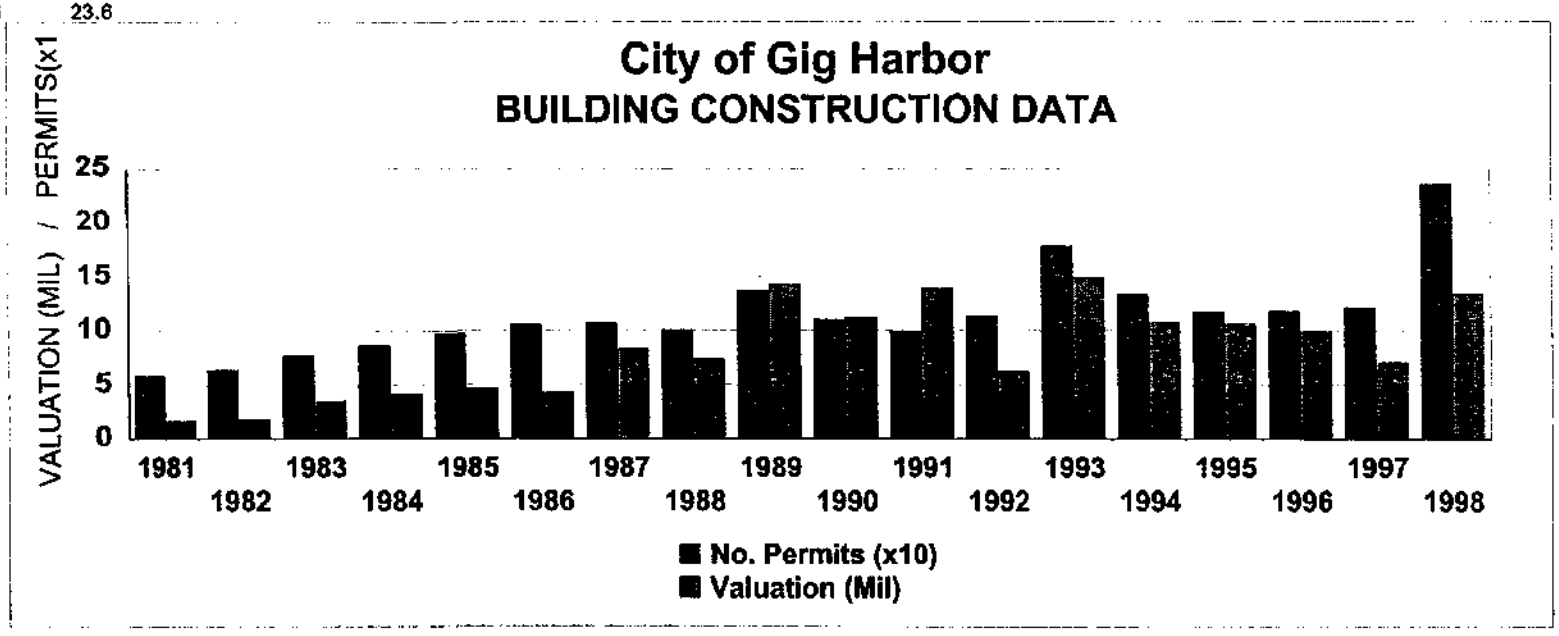
1.20.010 Designated.

The designation of the Peninsula Gateway is ratified and said designation shall continue to be effective until a different newspaper shall be designated pursuant to GHMC 1.20.020. (Ord. 167 § 1, 1973).

1.20.020 Annual bids.

The city clerk shall call annually at the second meeting of the city council for bids for the official newspaper. Said bid shall set forth the costs per word and be of general circulation in the city. (Ord. 167 § 2, 1973).

YEAR	Valuation (MIL)	No. Permits (X10)	
1981	1.7	5.9	
1982	1.9	6.5	
1983	3.5	7.8	
1984	4.2	8.7	
1985	4.7	9.8	
1986	4.4	10.6	
1987	8.4	10.8	
1988	7.4	10.1	
1989	14.4	13.8	
1990	11.25	11.1	
1991	14	10	
1992	6.375	11.4	
1993	14.931	17.9	
1994	10.827	13.5	
1995	10.71	11.7	
1996	10	11.8	
1997	7.1	12.2	11-7-97
1998	13.46	23.6	



THE NEWS TRIBUNE
P.O. Box 11000 1950 South State Street Tacoma, Washington 98411-0008 (253) 597-8742

January 7, 1999

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

RE: BID - OFFICIAL NEWSPAPER

To the City Council:

1) The News Tribune is a major newspaper in the Peninsula area with a general circulation in the City of Gig Harbor of:

6,934 daily **8,514 Sunday**

(with an overall circulation in the Peninsula area of **8,155 daily** and **10,060 Sunday**, as per the attached circulation distribution list, which includes subscriptions and newsstand sales.)

The News Tribune publishes legal advertising 7 days a week, 365 days a year.

2) Type size: 6 point
Column width: 7 picas 6 points

3) Circulation distribution for Gig Harbor and Peninsula area, per attached list

4) Advertising Representative for legal advertising:

Terri Armour
Phone: 253-597-8605
FAX: 253-552-7042
E-mail: tarmour.tribnet.com

The News Tribune's legal advertising rates had no increase for 1999, and are as follows:

$1.75 per line, per insertion DAILY
$2.02 per line, per insertion SAT/SUN

Thank you for your consideration of this proposal.

Sincerely,

Lester Havard
Advertising Sales Manager
(253) 597-8619

News Tribune Circulation
Selected ZIP Codes

ZIP Code	City City	Daily Circulation	Sunday Circulation
98303	Anderson Island	165	206
98329	Gig Harbor	859	1,103
98332	Gig Harbor	897	1,102
98333	Fox Island	436	547
98335	Gig Harbor	5,178	6,309
98349	Lakebay/Longbranch	417	527
98351	Longbranch	119	150
98394	Vaughn	84	116
Total		**8,155**	**10,060**

Source: Audit Bureau of Circulation statement for 12 months ending 12/31/97.

* 12/31/98 AUDITED CIRCULATION FIGURES BY ZIP WILL BE AVAILABLE 4/99.

The Peninsula Gateway

Serving Gig Harbor and The Key Peninsula

Mark E. Hoppen
City Administrator
3105 Judson Street
Gig Harbor Wa 98335

January 7th, 1999

Dear Mr Hoppen,

This letter is the bid by The Peninsula Gateway, Inc to continue as the "official newspaper" for the City of Gig Harbor.

The current rate is .51 per agate inch there are 14 line per inch which computes to $7.15 per column inch.

Rate .51¢ per agate inch

Type size 6 point

Column width: 2 inches

The Gateway is a newspaper of general circulation in the City of Gig Harbor. Over 11,500 households receive The Gateway each week through the U.S. Postal Service and news stand outlets in the immediate Gig Harbor area.

The Peninsula Gateway is a business located inside the city limits of Gig Harbor. We employ more than 40 full time and part-time employees and are fully self-contained including a 7 unit web press which prints the newspaper.

The advertising representatives for the city will be either Donna Natucci or Tom Taylor.

Sincerely,

Tom Taylor
Publisher

3555 ERICKSON STREET• P.O. BOX 407 • GIG HARBOR, WA 98335 (253) 851-9921 • IN KITSAP (360) 895-2410 • FAX (253) 851-3939

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: OLSON BROTHERS CHEVROLET – WAIVER REQUEST
DATE: JANUARY 6, 1999

INFORMATION/BACKGROUND

Olson Brothers Chevrolet, Inc. is requesting waiver of accrued penalty consequent to enforcement action. The penalty related to violations of the sign code, landscaping standards, off-street parking standards and design standards. Olson Brothers appealed the notice of violation, and then dropped the appeal prior to hearing and complied with the code as required. Inadvertently, Olson Brothers accrued penalty for the intervening period between city notice of violation and dropping the appeal.

Olson Brothers letter of explanation is attached.

Had Olson Brothers continued through the hearing process, the Hearing Examiner would likely have granted a compliance period without penalty.

REQUEST

Having fully complied with the notice of violation, Olson Brother Chevrolet, Inc. requests waiver of accrued penalty.

Olson Brothers Chevrolet, Inc.
5502 Pt. Fosdick Dr. NW
Gig Harbor, Washington 98335-1725
(253) 851-9931 • (206) 682-5337 Seattle • (360) 377-8470 Bremt

January 8, 1999

Mr. Mark Hoppen
City of Gig Harbor
City Administrator
3125 Judson Street
Gig Harbor WA 98335

Dear Mr. Hoppen:

Please consider the enclosed letter I sent to Steve Osguthorpe regarding our violation penalties.

Olson Brothers Chevrolet would appreciate it if you would forward our request to waive the accrued penalties to the City Council.

I would make myself available as necessary if you require further information.

Sincerely,

Greg Olson
General Manager

GEO/ga

Enc: 3

City of Gig Harbor. The "Maritime City"

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

January 7, 1999

Mr. Gregory Olson
Olson Brothers Chevrolet Inc.
5502 Pt. Fosdick Drive NW
Gig Harbor, WA 98335

Re: Your letter dated January 4 ,1999 - Civil Penalties

Dear Mr. Olson:

I received your letter dated January 4, 1999 which explains the circumstances surrounding the recent code violations on your property. Based upon these circumstances, you asked that I consider waiving the civil penalties that have accrued. I appreciate your efforts to communicate these issues to me and I acknowledge your commitment to avoid future violations. However, I do not have the authority to waive civil penalties once they have accrued. A waiver or reduction could only be approved by the City Council. If you wish to pursue this, you will need to write a letter to the City Council asking for their consideration of the matter. You may send your letter to Mark Hoppen who will then forward your request to the Council.

If you have any questions about this, please feel free to call me. I'll be happy to assist you.

Sincerely,

Steve Osguthorpe, AICP
Associate Planner

RECEIVED
JAN 08 1999

cc: Ray Gilmore, Planning Director
Mark Hoppen, City Administrator

January 4, 1999

Mr. Steve Osguthorpe
City of Gig Harbor
Department of Planning & Building Services
3125 Judson Street
Gig Harbor WA 98335

Dear Mr. Osguthorpe:

I would appreciate your consideration of my explanation of Olson Brothers Chevrolet's actions regarding violations noted in your letter dated 12/23/98.

The correction of the violations was not done in the allowed time due to unique circumstances.

Olson Brothers Chevrolet was in the process of being sold when the violation notice was received October 1, 1998. The new ownership was to take control of the business by November 1, 1998. Olson Brothers addressed the violations that required no extraordinary labor or equipment before the notified deadline. The buyer requested that Olson Brothers appeal the violations that would require spending a considerable amount of money to correct. The buyer claimed they were communicating with the City of Gig Harbor. They hoped to resolve the violations in conjunction with improvements they planned for the building and site. We incorrectly assumed an appeal would freeze any penalties until the issue was resolved.

The sale of the dealership was not consummated due to a breakdown in negotiations that dragged on until November 24, 1998.

When it was clear the sale was void, Olson Brothers Chevrolet arranged to find labor and equipment to correct the remaining violations in the quickest possible manner.

Our goal was to correct the violations before December 16, 1998, our appeal hearing date.

We thought based on our appeal that we had until that date to correct the violations without incurring any penalty.

I sent notification to you that Olson Brothers Chevrolet was rescinding its appeal shortly after the sale fell through.

It has been a learning process for us since annexation to readjust to new codes and policies. The City of Gig Harbor has always been fair and even-handed working with us to be in compliance. Future efforts we take to generate business will be in accord with applicable codes.

Olson Brothers Chevrolet was not willfully ignoring the violations of which we were notified. We did our best under the unique circumstances to correct the violations in a timely manner when the sale was terminated. We complied with code as soon as labor and equipment could be arranged.

Thank you for the timely and professional communication since October 1, 1998. Please consider my explanation of Olson Brothers Chevrolet's actions regarding the violations. I apologize for any misunderstanding our actions have caused. We would hope you can consider waiving the penalty noted in your letter of December 23, 1998.

Sincerely,

Greg Olson
General Manager

GEO/ga

City of Gig Harbor. The "Maritime City"

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

December 23, 1998

Mr. Gregory Olson
Olson Brothers Chevrolet Inc.
5502 Pt. Fosdick Drive NW
Gig Harbor, WA 98335

Certified Mail #Z138 114 955

Re: Premises located at: 5502 Pt. Fosdick Drive NW
Assessor's Parcel No.: 455500-013-0

Dear Mr. Olson:

This letter serves to inform you that the violations cited in number in number 1 of your October 1, 1998 violation notice were resolved by the mandated compliance date. Accordingly, no civil penalties have been imposed for the sign code violations stated therein.

Items 2, 3 and 4 of your October 1, 1998 violation notice were resolved on December 16, 1998. Each of these three items carried a civil penalty of $50.00 per day, for a total of $150.00 per day. Civil penalties began accruing on the mandated compliance date of November 1, 1998, and ceased accruing on the actual compliance date of December 16, 1998. Penalties have therefore accrued for 45 days, totaling $6,750.00.

To avoid collection actions by the City, please remit full payment within 30 days of receipt of this letter. If you have questions, please do not hesitate to call me.

Thank you for your cooperation.

Sincerely,

Steve Osguthorpe, AICP
Associate Planner

cc: Ray Gilmore, Planning Director
Mark Hoppen, City Administrator

City of Gig Harbor. The "Maritime City"

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

FILE COPY

NOTICE OF VIOLATION

October 1, 1998

Certified Mail #Z138 115 953

Mr. Gregory Olson
Olson Brothers Chevrolet Inc.
5502 Pt. Fosdick Drive NW
Gig Harbor, WA 98335

Re: Premises located at: 5502 Pt. Fosdick Drive NW
Assessor's Parcel No.: 455500-013-0

Dear Mr. Olson:

It has come to our attention that the above named premises located in the City of Gig Harbor, Washington are in violation of the following sections of the zoning code:

1. Chapter 17.80 Sign Code

GHMC Section 17.80.040(A) states that no sign shall be installed, constructed, painted, structurally altered, posted or applied without first obtaining a sign permit from the director (specific exemptions are identified).

The specific violation is that the fascia and banner signs attached to the front canopy of your building have been installed without required permits. If you wish to apply for permits, you may obtain sign permit and building permit application forms from the Department of Planning and Building Services. Information on the permit process is also available. It will be determined when reviewing your permit applications if the signs conform to all other sign code and building code requirements.

GHMC Section 17.80.100(D)(2) states that non-illuminated window signs are allowed provided that they do not exceed 50 percent of the nominal window size. The specific violation is that the painted window signs on the front of your building exceed 50 percent of individual window sizes.

2. Chapter 17.78 - Landscaping Standards
Chapter 17.68 - Nonconformities

GHMC Section 17.78.080 provides landscaping and screening standards for commercial parking lots. Specifically, perimeter landscaping is required which equals the depth of the front yard setback which, in the C-1 zone is 20 feet. Also, a vegetative screen, fence, or berm at least 3 feet high is required between the

parking lot and the parcel frontage. The parking lot use within the perimeter area does not conform to these requirements, but because it was established prior to subjection to City development standards through annexation, the use is considered legally non-conforming as per Section 17.68.030. However, 17.68.030(B) states that no such nonconforming use shall be moved in whole or in part, to any portion of the lot or parcel other than that occupied by such use at the effective date of the adoption of such applicable regulations (i.e., annexation).

The specific violation is that the parking has been mounded and raised to a higher location on your site without conforming to the above mentioned landscaping requirements. The effect of this change is that the parking lot, which must otherwise be screened as per Section 17.78.080(A)(2) is now more prominently visible from the public right-of-way and is therefore an alteration/relocation of a nonconforming use.

3. Off-Street Parking Standards

GHMC Section 17.72.020(E) states that all off-street parking spaces and access areas shall be surfaced with portland cement concrete or asphaltic concrete paving to the standards established by the city. The specific violation is that the parking surfaces on the newly mounded areas are not paved with either cement or asphalt as required.

4. Design Standards and Review

GHMC Section 17.98.030 states that the City's design standards, contained in the City's Design Manual, apply to all proposals to build, located, construct, remodel, alter or modify any facade on any structure or building or other visible element including, but not limited to, landscaping, parking lot layout, signs, outdoor lighting fixtures, fences, walls and roofing materials. Design review approval is required for all outdoor proposals which require a building permit, clearing and grading permit, or which are part of a project or development requiring site plan, conditional use, or city council approval. Section 17.98.040 specifies design review application requirements. The specific violation on your property is that a design review application was not submitted for either the parking lot modification or the canopies installed on the building, and design review approval was not granted as per Section 17.98.050(B) before the canopies were installed or before the parking lot was modified.

Please be advised that the service entrance canopy design does not conform to the specific roof design criteria specified on page 65 of the Design Manual, #3 a, b or c. The roof design may be reviewed by the Design Review Board as per Section 17.98.050(B)(1).

Required Action for Compliance

You are hereby notified that within 15 days of the date of this letter, the signs on the canopy fascia must either be removed or building permit application and/or sign permit application must be submitted as per GHMC Section 17.80.040 and the Uniform Building Code. If, after a complete permit application has been submitted to the City, it is found that a permit cannot be issued for one or both of the signs because the sign(s) do not comply with the provisions of Chapter 17.80, the sign(s) must be removed within 14 days after receiving notice from the City that the permit has been denied.

Within 15 days of the date of this letter, the window signs must either be removed or reduced to a size not covering more than 50% of any individual window size (sign area is determined as per Section 17.80.030(49)).

You are further notified that within 30 days of receipt of this letter, the mounded parking area shall be flattened and re-paved to its original design, or a design review application for both the raised parking lot and the service entrance canopy must be submitted to the City for review and approval as per GHMC Chapter 17.98. If, after a complete application has been submitted to the City, it is found that design approval cannot be granted for either the parking lot or the canopy because of non-compliance with City design standards, the canopy and/or parking mound shall be removed and the parking surface restored within 30 days of the date of the design decision, unless appealed.

Finally, within 30 days of the date of this notice, the mounded parking area shall be flattened and re-paved to its original design, or a variance application to expand a non-conforming use shall be submitted to the City as per GHMC Section 17.66.

Civil Penalty Notice

Please be advised that failure to comply with the requirements of this notice will result in a civil penalty fine of $50.00 per day per violation for as long as the violation(s) continues. You are hereby notified of 5 violations on the above described premises. Subsequent violations may result in criminal prosecution as provided in GHMC 17.07.018.

Appeal of Staff Determination

If you disagree with the staff's determination, you may appeal to the Hearing Examiner within 15 days of the date of this notice, or October 16, 1998, as provided in GHMC Section 17.07.014. Appeals must be submitted in writing and a $130.00 appeal fee is required.

If you have questions or if I can otherwise assist you, please do not hesitate to contact me at this office.

Sincerely,

Steve Osguthorpe, AICP
Associate Planner

12/10/98

cc: Ray Gilmore, Planning Director
Steve Bowman, Building Official
Mark Hoppen, City Administrator

NOTARY BLOCK
FOR
OLSON BROTHER'S CHEVROLET VIOLATION NOTICE

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Steve Osguthorpe is the person who appeared before me, and said person acknowledged that he signed the attached 3 page instrument (titled Notice of Violation, dated October 1, 1998, and addressed to Mr. Gregory Olson, Olson Brothers Chevrolet Inc., 5502 Pt. Fosdick Drive NW, Gig Harbor, WA 98335) and that Mr. Osguthorpe acknowledged it as his free and voluntary act for the uses and purposes mentioned therein.

DATED this 10 day of December, in the year 1998.

OFFICIAL SEAL
MOLLY M. TOWSLEE
NOTARY PUBLIC-STATE OF WASHINGTON
My Commission Expires Dec. 2, 1999

Molly M Towslee
Molly M. Towslee
(type or print name)
NOTARY PUBLIC in and for the State of Washington, residing at Gig Harbor, my commission expires 12/2/99.

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: WES HILL, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: EAST-WEST ROAD - CONSULTANT SERVICES CONTRACT FOR GEOTECHNICAL SERVICES
DATE: JANUARY 20, 1999

INTRODUCTION/BACKGROUND

On January 8, 1999, the Washington State Department of Transportation provided written confirmation that the preliminary design of the roundabout for the East-West Road was acceptable, and that the City could proceed to develop the final design.

In order to minimize wetland impacts, retaining walls will be needed for the northern and southern segments of the roundabout. The roundabout will be several feet higher than the existing road grade elevations in that area. The walls will limit the lateral extent of filling required in the gore areas between the northbound off-ramp from SR-16 and Burnham Drive. Additional geotechnical information is needed to complete the retaining wall design.

After reviewing the Consultant Services Roster, the geotechnical engineering firm of HWA GeoSciences, Inc. was selected as the firm best qualified to perform the work. Their selection was based on their understanding of and previous involvement with this project, familiarity with the site and area, and qualifications for the work.

Authorization is requested to execute a Consultant Services Contract with HWA GeoSciences, Inc. for geotechnical services in the not to exceed amount of eight-thousand five-hundred forty-seven dollars ($8,547.00).

FISCAL CONSIDERATIONS

Sufficient funds are available for this work.

RECOMMENDATION

I recommend that the Council move and approve execution of the Consultant Services Contract with HWA GeoSciences, Inc. for geotechnical services for the East-West Road project for the not-to-exceed amount of eight-thousand five-hundred forty-seven dollars ($8,547.00).

CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
HWA GeoSciences Inc.

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and HWA GeoSciences Inc. organized under the laws of the State of Washington, located and doing business at 4500 SW Kruse Way, Suite 300, Lake Oswego, Oregon 97035-2562 (hereinafter the "Consultant").

RECITALS

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

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated January 19, 1999, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as Exhibit A, 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 Eight thousand five hundred forty-seven dollars and no cents ($8,547.00) 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. The Consultant shall not bill for Consultant's staff not identified or listed in Exhibit B or bill at rates in excess of the hourly rates shown in Exhibit B; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the

date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement. The parties agree that the work described in Exhibit A is to be completed within _45_ calendar days of the execution of this Agreement; provided however, that additional time shall be granted by the City for excusable delays 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. 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. Such notice may be delivered to the Consultant in person or by certified mail.

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 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 performance of the work hereunder by the Consultant, its agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance with limits no less than $1,000,000 combined single limit per accident for bodily injury and property damage; and

2. Commercial General Liability insurance written on an occurrence basis with limits no less than $1,000,000 combined single limit per occurrence and $2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations/broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

3. Professional Liability insurance with limits no less than $1,000,000 limit per occurrence.

C. Any payment of deductible or self insured retention shall be the sole responsibility of the Consultant. The City shall be named as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Consultant and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all the required insurance policies.

D. The Consultant's Commercial General Liability insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability. The Consultant's insurance shall be primary insurance as respects the City. The City shall be given thirty (30) days prior written notice by certified mail, return receipt requested, of any cancellation, suspension or material change in 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 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. 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 in this Agreement or such other address as may be hereafter specified in writing.

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 _____, 19___.

THE CITY OF Gig Harbor

By: _____ By: _____

Its Principal

Mayor

Notices to be sent to:

CONSULTANT
HWA GeoSciences Inc.
4500 SW Kruse Way, Suite 300
Lake Oswego, OR 97035-2562

Mr. Wes Hill
Director of Public Works
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335

APPROVED AS TO FORM:

_____

Gig Harbor City Attorney

ATTEST:

_____

Gig Harbor City Clerk

MO\AGREEMNT\CURRENT\CSCMASTER98-rev.doc

EXHIBIT A
Scope of Work – TASK 1

LOCATION AND DESCRIPTION OF PROJECT

The project involves construction of a six-legged 'roundabout' intersection involving the proposed new road alignment on the east, the SR16 bridge overcrossing on the west, freeway on- and off-ramps on the NW and SW, Burnham Drive on the SE and Canterwood Boulevard on the NE.

We understand two retaining walls, approximately 120 feet and 380 feet in length, will be required to support embankment fill on the south side of the roundabout and along the west side of Burnham Drive. These walls may be founded on compressible alluvial or organic deposits. The maximum height of retaining walls will be on the order of 17 feet. The north side of the roundabout will consist of an embankment slope, without retaining walls. The embankment fill in this area may reach near 20 feet in thickness and also may be constructed over compressible materials.

SCOPE OF SERVICES

Based on the information available at present and our current understanding of the project, we propose to conduct a geotechnical engineering study that includes the following tasks:

Task 100 SITE RECONNAISSANCE Perform a site reconnaissance and obtain utility clearances prior to performing the subsurface investigation. During the site reconnaissance, we will meet with City personnel to discuss the project and obtain design drawings and other available background documents.

Task 200 SUBSURFACE EXPLORATION Plan and conduct a limited subsurface exploration program consisting of four to six test pits to depths of 10 to 12 feet, or refusal, using trackhoe equipment. At least two test pits will be located on the slopes south of the roundabout, in the vicinity of the retaining wall footings. At least two test pits will be located north of the roundabout near the base of the proposed embankment at the edge of the wetland. HWA will obtain soil samples at selected intervals, and log the subsurface conditions encountered.

Permission to access the site to perform our work will be arranged by the

City. Temporary removal of traffic guard-rails, if required, will be performed by the City.

The trackhoe test pits will cause some disturbance to the existing ground, although we will be careful to limit the amount of such disturbance. HWA's scope of work does not include regrading or revegetating disturbed areas.

Task 300 LABORATORY TESTING Conduct laboratory testing to determine geotechnical engineering properties of on-site soils. The laboratory program may include determination of natural moisture content, grain size distribution, and Atterberg Limits testing of selected samples.

Task 400 DATE ANALYSIS Perform engineering analysis and evaluation of data derived from the exploration program, with respect to the items listed under paragraph 5, below.

Task 500 REPORT Prepare a letter report containing the results of our investigation, including descriptions of surface and subsurface conditions observed, results of our engineering analyses, and geotechnical engineering recommendations pertaining to the following items:

a) Earthwork recommendations including general site excavation characteristics, embankment and foundation subgrade preparation, material and compaction criteria, and provisions for wet weather earthwork.

b) Evaluation of feasible retaining wall types and design recommendations including allowable bearing pressures, lateral earth pressures, backfill requirements, geotextile/geogrid reinforcement, etc.

c) Evaluation of settlement and stability issues with respect to retaining walls and embankments constructed upon compressible soils. Measures to mitigate potential excessive settlement will be discussed, as well as the need for settlement monitoring.

d) General drainage and groundwater considerations, as they apply to the project.

Task 600 SUPPORT SERVICES (Optional On-Call) The Consultant shall perform supplemental tasks as requested by, and agreed to in writing by the City. Scope and budget will be prepared and agreed to on an individual task assignment basis. If a task order is not awarded to the Consultant, the Consultant will not be compensated for preparation of its scope and budget proposal for that task order.

The following supplemental tasks are contemplated, and may be requested by the City subject to confirmation of the scope and available budget. An allowance of $1,000 has been incorporated into the budget for the following "on-call" services:

2.1 Review of final wall design

2.2 Construction Support Services

EXHIBIT B
STAFF AND BILLING RATES

Cost Estimate
Proposal for Geotechnical Engineering Study
East-West Arterial - West End Intersection
Gig Harbor, Washington

HWA Ref:
Date: 15-Jan-99
Revised: 19-Jan-99
Prepared By: ADM

PROPOSED SCOPE:

Refer to attached letter dated January 19, 1999 for specific scope of work proposed.

ESTIMATED HWA LABOR:

WORK TASK DESCRIPTION	PERSONNEL & HOURLY RATES						TOTAL HOURS	TOTAL AMOUNT
	Principal	Proj. Mgr.	Proj. Eng.	Proj. Geol.	CADD	Admin.		
	$135	$100	$85	$65	$60	$40		
Utility Clearance, Reconnaissance			10				10	$850
Test Pit Logging			14				14	$1,190
Logs / Graphics Preparation			4	4	2		10	$720
Engineering Evaluations	1	2	12				15	$1,355
Report Preparation	1		12		2	2	17	$1,355
LABOR:	2	2	52	4	4	2	66	$5,470

LABORATORY TEST SUMMARY:

Test	Est. No. Tests	Unit Cost	Total Cost
Moisture Content	15	$12	$180
Grain Size Analysis	2	$60	$120
Atterberg Limits	2	$100	$200
LAB TOTAL:			$500

ESTIMATED DIRECT EXPENSES:

Mileage @ $0.315/mile	$118
Laboratory Testing	$500
Per Diem	$100
Report Production	$50
Subtotal:	$768

SUBCONTRACTOR COSTS:

Trackhoe Mobilization	$300
Trackhoe Test Pits	$800
Sales Tax @ 8.2%	$90
Subtotal:	$1,190

PROJECT TOTALS AND SUMMARY:

Total Labor Cost	$5,470
Direct Expenses	$768
Subcontractor Costs + 10%	$1,309
TOTAL:	$7,547

On-Call Services	$1,000

EXHIBIT B
STAFF AND BILLING RATES

Cost Estimate
Proposal for Geotechnical Engineering Study
East-West Arterial - West End Intersection
Gig Harbor, Washington

HWA Ref:
Date: 15-Jan-99
Revised: 19-Jan-99
Prepared By: ADM

PROPOSED SCOPE:

Refer to attached letter dated January 19, 1999 for specific scope of work proposed.

ESTIMATED HWA LABOR:

WORK TASK DESCRIPTION	PERSONNEL & HOURLY RATES						TOTAL HOURS	TOTAL AMOUNT
	Principal	Proj. Mgr.	Proj. Eng.	Proj. Geol.	CADD	Admin.		
	$135	$100	$85	$65	$60	$40		
Utility Clearance, Reconnaissance			10				10	$850
Test Pit Logging			14				14	$1,190
Logs / Graphics Preparation			4	4	2		10	$720
Engineering Evaluations	1	2	12				15	$1,355
Report Preparation	1		12		2	2	17	$1,355
LABOR:	2	2	52	4	4	2	66	$5,470

LABORATORY TEST SUMMARY:

Test	Est. No. Tests	Unit Cost	Total Cost
Moisture Content	15	$12	$180
Grain Size Analysis	2	$60	$120
Atterberg Limits	2	$100	$200
LAB TOTAL:			$500

ESTIMATED DIRECT EXPENSES:

Mileage @ $0.315/mile	$118
Laboratory Testing	$500
Per Diem	$100
Report Production	$50
Subtotal:	$768

SUBCONTRACTOR COSTS:

Trackhoe Mobilization	$300
Trackhoe Test Pits	$800
Sales Tax @ 8.2%	$90
Subtotal:	$1,190

PROJECT TOTALS AND SUMMARY:

Total Labor Cost	$5,470
Direct Expenses	$768
Subcontractor Costs + 10%	$1,309
TOTAL:	$7,547

On-Call Services $1,000

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: WES HILL, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: EAST-WEST ROAD - CONSULTANT SERVICES CONTRACT
DATE: JANUARY 20, 1999

INTRODUCTION/BACKGROUND

Stormwater detention and water quality facilities are needed to accommodate the additional stormwater runoff that will be generated by the East-West Road. Due to the topography in the corridor traversed by the East-West Road, two separate stormwater detention and water quality facilities will be constructed with the project. The western portion of the project will be served by a detention facility located in the center of the roundabout, and the eastern portion will drain to an offsite water quality/detention facility adjacent a large wetland on property owned by Pope Resources. Authorization to proceed with final design for both facilities has been received from both Olympic Resource Management (Pope Resources) and the Washington State Department of Transportation.

Preliminary storm drainage design has been completed. However, problems were experienced with the software that caused a shutdown of the computer and lost productivity for three days. Efforts to resolve the problem with the software vendor's technical support staff have been unsuccessful. While the software is commonly used and considered one the best available for storm drainage design, other users have experienced similar problems. Insufficient time is available to evaluate, purchase and learn another application program.

Landscape improvements are an important element of the East-West Road project, especially in the vicinity of the roundabout. The landscape improvements will need to be coordinated with the storm drainage improvements for the detention facility that will be incorporated in the roundabout.

After reviewing the Consultant Services Roster, the engineering design firm of Gray and Osborne, Inc., with the landscape design firm of Bruce Dees and Associates, were selected as the design team best qualified to perform the work. Their selection was based on their understanding of this project, familiarity with the site and area, qualifications for the work, and ability to complete the work within the project schedule..

Authorization is requested to execute a Consultant Services Contract in the not-to-exceed amount of $22,422.50 with Gray and Osborne, Inc., for storm drainage and landscape design services.

FISCAL CONSIDERATIONS

Sufficient funds are available for this work.

RECOMMENDATION

I recommend that the Council move and approve execution of the Consultant Services Contract with Gray and Osborne, Inc., for storm drainage and landscape design services for the East-West Road project in an amount not to exceed twenty-two thousand four hundred twenty-seven dollars and fifty cent ($22,427.50).

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Gray & Osborne, Inc. organized under the laws of the State of Washington, located and doing business at 701 Dexter Avenue North, Suite 200, Seattle, Washington 98109 (hereinafter the "Consultant").

RECITALS

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

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated January 20, 1999, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as Exhibit A, 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 Twenty-two thousand four hundred twenty-seven dollars and fifty cents ($22,427.50) 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. The Consultant shall not bill for Consultant's staff not identified or listed in Exhibit B or bill at rates in excess of the hourly rates shown in Exhibit B; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement. The parties agree that the work described in Exhibit A is to be completed within _45_ calendar days of the execution of this Agreement; provided however, that additional time shall be granted by the City for excusable delays 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. 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. Such notice may be delivered to the Consultant in person or by certified mail.

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 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 performance of the work hereunder by the Consultant, its agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance with limits no less than $1,000,000 combined single limit per accident for bodily injury and property damage; and

2. Commercial General Liability insurance written on an occurrence basis with limits no less than $1,000,000 combined single limit per occurrence and $2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations/broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

3. Professional Liability insurance with limits no less than $1,000,000 limit per occurrence.

C. Any payment of deductible or self insured retention shall be the sole responsibility of the Consultant. The City shall be named as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Consultant and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all the required insurance policies.

D. The Consultant's Commercial General Liability insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability. The Consultant's insurance shall be primary insurance as respects the City. The City shall be given thirty (30) days prior written notice by certified mail, return receipt requested, of any cancellation, suspension or material change in 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 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. 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 in this Agreement or such other address as may be hereafter specified in writing.

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 _____, 19___.

THE CITY OF Gig Harbor

By: _____ By: _____

Its Principal

Mayor

Notices to be sent to:

CONSULTANT
Gray & Osborne, Inc.
701 Dexter Avenue, Suite 200
Seattle, WA 97109

Mr. Wes Hill
Director of Public Works
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335

APPROVED AS TO FORM:

_____

Gig Harbor City Attorney

ATTEST:

_____

Gig Harbor City Clerk

EXHIBIT 'A'
EAST/WEST ROADWAY PROJECT
BURNHAM DRIVE TO PEACOCK HILL AVENUE
SCOPE OF WORK

Gray & Osborne, Inc. shall design and prepare plans, specifications and cost estimates for two detention ponds which will serve the East/West Roadway Project. In addition, Bruce Dees & Associates, a subconsultant to Gray & Osborne, shall prepare landscape design for the East/West Roadway Project. The following scope of work address the two aspects of the project.

Detention Pond Design, Plans and Specifications

1. Gray & Osborne shall size the two detention facilities using the Water Works hydrologic/hydraulic program and information provided by the City. Information provided by the City shall include, but not be limited to, topographic information of the proposed roadway and detention pond sites and typical roadway profile for the proposed buildout roadway. The ponds shall be designed per the DOE Stormwater Manual (1992) requirement for detention and controlled release of runoff at one-half of the existing 2-year, 24-hour event and the existing 10-year, 24-hour and 100-year, 24-hour storm events. Written documentation of assumptions and the results of the model will be prepared.

2. Gray & Osborne will verify the adequacy of the proposed conveyance facilities to carry run-off from the design storm events based on information provided by the City. The information provided by the City will include, but not be limited to, proposed off-road tributary drainage sources.

3. Gray & Osborne shall prepare plans, specifications and cost estimate for the construction of the detention ponds. The City will integrate the plans and specifications of the detention ponds into the overall construction document package of the roadway. Plans shall include plan and section views of the two detention ponds and details of the control structures and overflows and miscellaneous details.

4. This scope of work does not include wetland planting design, and submittal and construction review.

Landscape Design

1. Bruce Dees and Associates (Dees) shall review City Standards and meet with staff to determine landscape objectives.

2. Based on input from the City Staff meeting and site visit, Dees shall prepare concept plans and estimate of construction cost.

3. Prepare final construction documents including, plans, specifications and estimated construction costs. The design, in general, shall entail tree planting on the south side only between the curb and walk; seeding both sides including cut and fill slopes to existing ground; and planting inside the roundabout which may include inside the proposed wet pond.

4. Preparation of the final construction documents shall include the following.
    - Plans fixing the location and description of proposed planting and landscape finish grading (10 plan sheets-2 segments per sheet).
    - Sections and construction details as necessary for the landscape components (1-2 sheets).
    - Technical specifications
    - Estimate of probable costs for items included in construction documents

5. This scope of work does not include the design or preparation of irrigation facilities, wetland planting design and submittal and construction review.

Preparation of Submittals

1. Review submittals shall be presented to the City for the detention pond design and the landscape design at the following stages, 50%, 90% and 100%.

Materials Provided by the City

1. In addition to any specific information listed above, the City shall provide two (2) electronic copies of the roadway improvement plans showing:
    - Topographic survey
    - Site Utilities: water, sewer, power, storm drainage
    - Final design of roadway plan sheets and cross sections.

Support Services (Optional On-Call)

1. The Consultant shall perform supplemental tasks as requested by, and agreed to in writing by the City. Scope and budget will be prepared and agreed to on an individual task assignment basis. If a task order is not awarded to the Consultant, the Consultant will not be compensated for preparation of its scope and budget proposal for that task order.

   The following supplemental tasks are contemplated, and may be requested by the City subject to the confirmation of the scope and available budget. An allowance of $2,000 has been incorporated into the budget for the following "on-call" services:

   Ad and Award Support Services
   1. The Consultant shall assist the City during the bidding process with technical or professional interpretation, guidance, research, or revisions to the contract documents as requested by the City.

   Construction Support Services
   1. The Consultant shall provide technical and professional interpretation, guidance, research, and assistance with field inspection and/or change orders as requested by the City.

EXHIBIT 'B'
EAST/WEST ROADWAY PROJECT
BURHAM DRIVE TO PEACOCK HILL AVENUE
FEES

Task	Project Manager	Project Engineer	Civil Engineer	Drafting Technician	Survey Crew
Background Information - Ponds	1	3	4	1	0
Design - Ponds	2	20	8	9	0
Plans, Specs and Estimates - Ponds	4	44	16	18	0
Total Hours	7	67	28	28	0
Estimated Hourly Rate	$33.00	$24.00	$20.00	$16.00	$52.00
Direct Labor Costs	$231.00	$1,608.00	$560.00	$448.00	$0.00
Direct Salary Costs					$2,847.00
Indirect Costs (134%)					$3,815.00
Subtotal Labor Costs					$6,662.00
Fee 15%					$999.00
Subtotal - Salary Related Costs					$7,661.00
Indirect Expenses					
Subconsultant - Bruce Dees & Associates					$9,515.00
Subconsultant Mark-up (10%)					$951.50
Miscellaneous Expenses					$300.00
TOTAL					$20,427.50

Optional On-Call Support Services: $ 2,000.00

EXHIBIT "B"

GRAY & OSBORNE

COMPUTATION OF OVERHEAD MULTIPLIER

THROUGH 1999

Payroll Taxes	14.06%
Employee Insurance	6.74%
Vacations & Holidays	11.53%
State B & O Tax	10.40%
Corporate Insurance	8.92%
Administration, (Typing, CADD, GIS, Computer)	36.18%
Printing, Stationery & Supplies	8.58%
Travel Expenses	4.11%
Office Expense, (Telephone, Fax, Utilities, Etc.)	5.93%
Rent	9.77%
Retirement/Incentive	9.81%
Depreciation Expense	3.75%
Professional Services	4.22%
TOTAL:	**134.00%**

PROFESSIONAL ENGINEERING SERVICES CONTRACT
ENGINEER'S REPRESENTATIVE PAYROLL RATES
THROUGH JUNE 14, 1999

(Any adjustment in rates will be reflected in dollar value and cost not to exceed)

Employee Classification	Payroll Rates*		
Draftsman/Technician	$13.00	to	$21.00
Assistant Civil Engineers	15.00	to	27.00
Project Engineers/Managers	18.00	to	37.00
Principal Engineers	27.00	to	46.00
Field Inspectors/Resident Engineers	17.00	to	32.00
Field Survey Crew	43.00	to	58.00
Secretary/Typist		N/A**	

* Updated annually, together with the overhead. Overhead rate calendar year (1999) is 1.34.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is $0.31 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

** Secretarial and clerical fees are not billed, but are included in the overhead multiplier listed. The same is true for accounting, bookkeeping, in-house printing, up to $150, word processing, computer use, computer-aided drafting and telephone and fax costs.

EXHIBIT 'B' FEES

East-West Road Project					
Burnam Drive to Peacock Hill					
SCOPE AND FEE					
19-Jan-99					
ITEM	PRIN.	LA I	CIVIL	CADD	CLER.
Task 1- Program Development					
A. Background Studies/Site Analysis	3	6		0	2
B. Meet with City Staff	2	2		0	1
C. Prepare Base Maps (provided by Client)	0	3	2	6	0
Sub-Total Step 1	5	11	2	6	3
Task 2- 50% Phase					
A. 50% Construction Plans	2	8		12	0
B. Estimated Construction Cost	0	2		0	2
C. Meet with City Staff	2	2		0	1
D. Attend Public Meeting	2	2		0	1
Sub-Total Step 2	6	14	0	12	4
Task 3 - Final Construction Plans					
A. 90% Construction Plans	0	8		12	0
B. Specifications	3	8		0	8
C. Estimated Construction Cost	0	2		0	1
D. 100% Construction Documents	1	6		12	0
Sub-Total Step 3	4	24	0	24	9
TOTAL TASKS 1-3	15	49	2	42	16
LABOR AND OTHER COSTS SUMMARY					
LABOR					
Principal	15	hours at	$ 95.00	$ 1,425.00	
LA I	49	hours at	$ 70.00	$ 3,430.00	
Civil Engineer	2	hours at	$ 90.00	$ 180.00	
CADD	42	hours at	$ 75.00	$ 3,150.00	
Clerical	16	hours at	$ 55.00	$ 880.00	
				$ 9,065.00	
OTHER COSTS					
1. Printing, Telephone, Misc.				$ 400.00	
2. Mileage				$ 50.00	
				$ 450.00	
			TOTAL	$ 9,515.00	

City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT CITY COUNCIL
FROM: MARK HOPPEN
DATE: JANUARY 19, 1999
SUBJECT: HOTEL – MOTEL TAX AMENDMENT

BACKGROUND

This is the first reading of an ordinance that will limit the 7 percent hotel – motel tax to establishments with more than 25 rooms. Establishments with 25 rooms or less will charge the 4 percent rate. This will place the City's tax in line with Pierce County's.

POLICY CONSIDERATIONS

This amendment is needed to lessen the impact of the latest hotel – motel tax increase on the Gig Harbor lodging industry. The Pierce County tax increase applies only to lodging facilities more than 25 units while the City tax currently applies to all lodging facilities. This places smaller lodging facilities within the City at a competitive disadvantage with their counterparts in the county. Each member of the Lodging Tax Advisory Committee was contacted and five of seven members support this change with one opinion unknown and one abstention.

FINANCIAL CONSIDERATIONS

The financial impact of this ordinance will not be significant to the City's expected 1999 hotel – motel tax revenues.

RECOMMENDATION

Staff recommends enactment of this ordinance after the second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO TAXATION, EXEMPTING THOSE LODGING FACILITIES WITH 25 UNITS OR LESS FROM THE SPECIAL EXCISE TAX ADOPTED BY THE CITY IN ORDINANCE NO. 809, WHICH TAX IS IMPOSED ON THE CHARGE MADE FOR THE FURNISHING OF LODGING OR A SIMILAR LICENSE TO USE REAL PROPERTY; AMENDING ORDINANCE NO. 809 AND GIG HARBOR MUNICIPAL CODE SECTION 3.27.010.

WHEREAS, RCW 67.28.180, provides that cities are authorized to levy and collect a special excise tax not to exceed two percent on the sale of or charge made for the furnishing of lodging that is subject to tax under Chapter 82.08 RCW; and

WHEREAS, RCW 67.28.181(2)(a), provides that cities are authorized to levy and collect an additional special excise tax not to exceed the percentage that the City was authorized to levy and collect prior to July 27, 1997; and

WHEREAS, prior to July 27, 1997, the City of Gig Harbor was authorized to levy and collect an additional special excise tax not to exceed five percent pursuant to RCW 67.28.182; and

WHEREAS, RCW 67.28.200, allows cities to establish reasonable exemptions to the lodging taxes authorized under chapter 67.28 RCW, and

WHEREAS, RCW 67.28.200, lodging facilities with 25 or fewer units would be unreasonably impacted by the lodging tax and should be exempt from the collection of the additional 3 percent, now, therefore,

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

Section 1. Chapter 3.27 GHMC is hereby amended to read as follows:

3.27.010 Adoption of Hotel/Motel Tax

There is levied a special excise tax of seven percent (7%) on the sale of or charge made for the furnishing of lodging that is subject to tax under Chapter 82.08 RCW. The lodging subject to tax ~~imposed~~ under Chapter 82.08 RCW ~~applies to~~ is the sale of or charge made for the furnishing of lodging by a hotel, rooming house, tourist court, motel, or trailer camp, and the granting of any similar license to use real property, as distinguished from the renting or leasing of real property~~. It shall be presumed that~~ ~~t~~The occupancy of real property for a continuous period of one month or more constitutes a rental or lease of real property and not a mere license to use or enjoy the same. **Lodging facilities having 25 or fewer units shall be exempt from the collection of 3 percent of the tax imposed under this chapter.**

Section 2. 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 3. This ordinance shall take effect and be in full force five (5) days after publication of an approved summary consisting of the title.

APPROVED:

_____
MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

_____
CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

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 the _____ day of _____, 199__, the City Council of the City of Gig Harbor, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

> AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO TAXATION, EXEMPTING THOSE LODGING FACILITIES WITH 25 UNITS OR LESS FROM THE SPECIAL EXCISE TAX ADOPTED BY THE CITY IN ORDINANCE NO. 809, WHICH TAX IS IMPOSED ON THE CHARGE MADE FOR THE FURNISHING OF LODGING OR A SIMILAR LICENSE TO USE REAL PROPERTY; AMENDING ORDINANCE NO. 809 AND GIG HARBOR MUNICIPAL CODE SECTION 3.27.010.

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

DATED this _____ day of _____, 199_.

_____

CITY CLERK, MOLLY TOWSLEE

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MITCH BARKER, CHIEF OF POLICE MB
SUBJECT: DECEMBER INFORMATION FROM PD
DATE: JANUARY 19, 1999

The December 1998 activity statistics are attached for your review.

The Reserves contributed 175.5 working hours in December. This included 130.5 hours of patrol time, 17 hours administrative duties, and 28 hours of training. The Reserves assisted with the tree lighting ceremony, providing traffic control. We have completed the background checks on two Reserve applicants. We anticipate them joining the department in February.

The Marine Services Unit is not scheduled for regular patrol duties during this time of the year. However, the boat was used to assist with the Special people's Cruise and the lighted boat parade in December. We also responded to a Pierce County Fire request to stand by at a mudslide which had moved a house toward the water at Sunrise Beach Drive NW. The boat is now in storage, subject to emergency callout, until the Spring. Total hours of MSU service for the month was 9.

The Explorers completed 542 hours of service in December. This included 70 hours of regular meetings, 50 hours of ride-alongs, and 122 hours of assistance at Tidefest, and 300 hours at the Winter Explorer Academy.

We logged five hours of bicycle patrol in December. These hours were spent in the business areas.

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

GIG HARBOR POLICE DEPARTMENT

MONTHLY ACTIVITY REPORT

December 1998

	DEC 1998	YTD 1998	YTD 1997	%chg to 1997
CALLS FOR SERVICE	459	5059	4195	+ 21
CRIMINAL TRAFFIC	21	253	184	+ 38
TRAFFIC INFRACTIONS	89	1134	767	+ 48
DUI ARRESTS	12	112	76	+ 47
FELONY ARRESTS	10	97	73	+ 33
MISDEMEANOR ARRESTS	21	222	170	+ 49
WARRANT ARRESTS	7	114	70	+ 63
CASE REPORTS	129	1452	1180	+ 23
REPORTABLE VEHICLE ACCIDENTS	25	206	141	+ 46

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: **JANUARY 21, 1999**
SUBJECT: **QUARTERLY FINANCE REPORT**

The quarterly financial reports for the fourth quarter of 1998 are attached.

Total resources, including all revenues and beginning cash balances, were 92% of the annual budget. Annual revenues (excluding beginning cash balances) were at 73% of the annual budget while expenditures (excluding ending fund balance) were at 60%.

General Fund revenues (excluding beginning balance) were 113% of annual budget. Taxes received in 1998 were 113 % of budget. This was due mostly to sales taxes, which were also 113% of budget. License and permit revenues, mostly due to building permits, were 151% of budget.

General Fund expenditures (excluding ending fund balance) were 83% of budget. All departments are within budget.

Street revenues and expenditures were 15% and 18% of budget.

1997 Hotel-Motel taxes came in at $47,000, while expenditures were $17,000.

Water, Sewer and Storm revenues were 112%, 96% and 62% of budget (excluding beginning fund balances). Water expenditures (excluding ending fund balance) were 98% of budget while Sewer and Storm expenditures were 82% and 46% of budget.

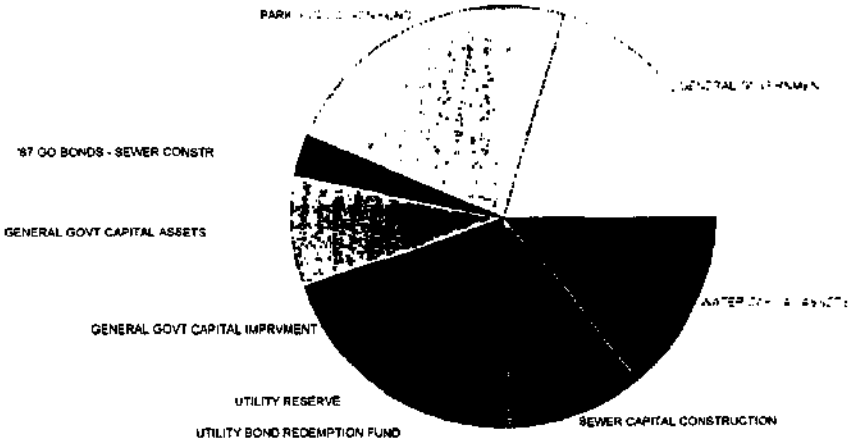
CITY OF GIG HARBOR
CASH AND INVESTMENTS
YEAR TO DATE ACTIVITY
AS OF DECEMBER 31, 1998

FUND NO.	DESCRIPTION	BEGINNING BALANCE	REVENUES	EXPENDITURES	OTHER CHANGES	ENDING BALANCE
001	GENERAL GOVERNMENT	$810,993	$4,166,996	$3,554,318	($19,257)	$1,404,413
101	STREET FUND	253,475	758,291	827,901	(46,275)	137,590
105	DRUG INVESTIGATION FUND	11,831	7,847	5,589	-	14,089
107	HOTEL-MOTEL FUND	19,809	47,395	17,701	-	49,503
109	PARK ACQUISITION FUND	2,611,544	363,151	1,358,370	-	1,616,325
200	'78 GO BONDS - FIRE	-	-	-	-	-
201	'75 GO BONDS - SEWER	-	-	-	-	-
203	'87 GO BONDS - SEWER CONSTR	152,832	159,807	98,558	(57)	214,025
208	91 GO BONDS - SOUNDVIEW DRIVE	79	292,947	282,308	(173)	10,544
301	GENERAL GOVT CAPITAL ASSETS	533,775	138,837	50,000	-	622,612
305	GENERAL GOVT CAPITAL IMPRVMEN	307,960	125,561	-	-	433,521
401	WATER OPERATING	385,020	717,909	928,606	(14,909)	159,414
402	SEWER OPERATING	70,639	910,150	819,367	(46,343)	115,080
407	UTILITY RESERVE	498,697	31,963	-	-	530,660
408	UTILITY BOND REDEMPTION FUND	356,866	137,797	556,937	440,696	388,422
410	SEWER CAPITAL CONSTRUCTION	580,383	199,713	57,483	25,752	748,364
411	STORM SEWER OPERATING	16,554	226,437	185,545	(37,221)	20,225
420	WATER CAPITAL ASSETS	638,419	540,349	217,041	(30)	961,698
605	LIGHTHOUSE MAINTENANCE TRUST	2,590	153	707	-	2,035
631	MUNICIPAL COURT	-	78,900	73,878	(5,022)	-
801	CLEARING CLAIMS	-			-	-
		$7,261,467	$8,904,205	$9,034,310	$297,161	$7,428,522

COMPOSITION OF CASH AND INVESTMENTS
AS OF DECEMBER 31, 1998

	MATURITY	RATE	BALANCE
CASH ON HAND			$300
CASH IN BANK		1.490%	115,641
LOCAL GOVERNMENT INVESTMENT POOL		5.042%	6,912,581
FEDERAL HOME LOAN BANK	11/26/02	5.755%	100,000
FEDERAL HOME LOAN BANK	09/10/03	6.060%	300,000
			$7,428,522

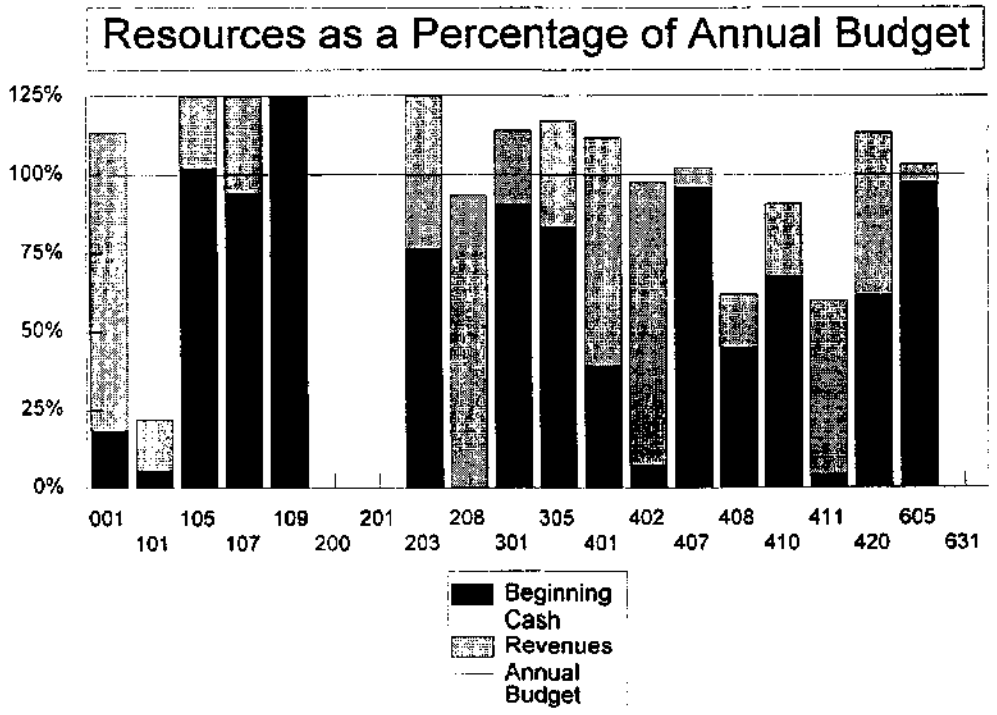
Ending Cash Balances By Fund No.



Smaller balances are excluded from chart

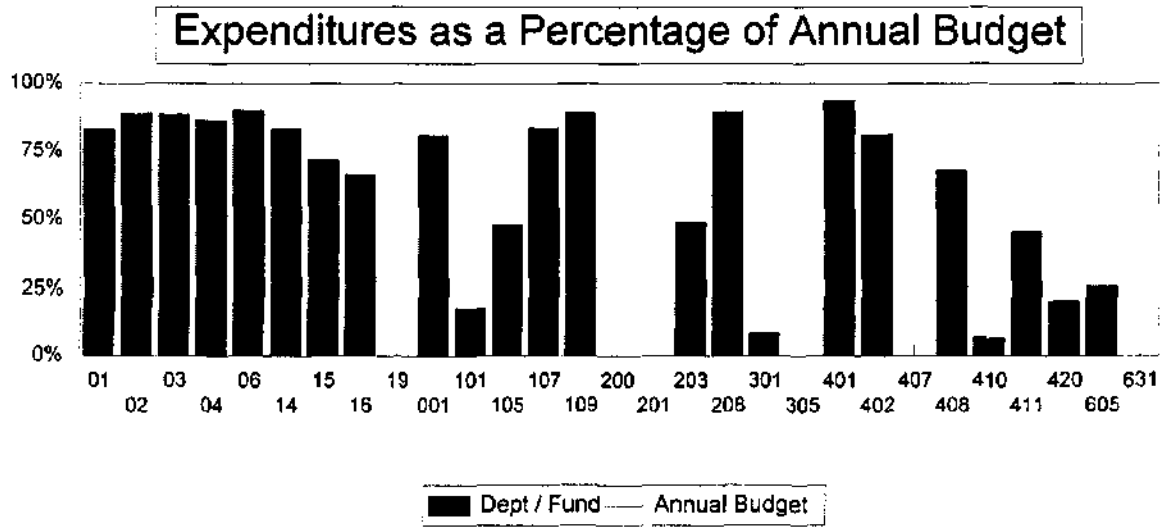
CITY OF GIG HARBOR
YEAR-TO-DATE RESOURCE SUMMARY
AND COMPARISON TO BUDGET
FOR PERIOD ENDING DECEMBER 31, 1998

FUND NO.	DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT	$4,384,136	$4,977,989	($593,853)	113.55%
101	STREET FUND	4,604,510	1,011,766	3,592,744	21.97%
105	DRUG INVESTIGATION FUND	11,600	19,678	(8,078)	169.64%
107	HOTEL-MOTEL FUND	21,100	67,204	(46,104)	318.50%
109	PARK ACQUISITION FUND	1,517,000	2,974,695	(1,457,695)	196.09%
200	'78 GO BONDS - FIRE	-	-	-	NA
201	'75 GO BONDS - SEWER	5,311	-	5,311	-
203	'87 GO BONDS - SEWER CONSTR	200,000	312,639	(112,639)	156.32%
208	91 GO BONDS - SOUNDVIEW DRIVE	314,174	293,026	21,148	93.27%
301	GENERAL GOVT CAPITAL ASSETS	590,000	672,612	(82,612)	114.00%
305	GENERAL GOVT CAPITAL IMPROVEMENT	370,000	433,521	(63,521)	117.17%
401	WATER OPERATING	988,100	1,102,929	(114,829)	111.62%
402	SEWER OPERATING	1,005,744	980,790	24,954	97.52%
407	UTILITY RESERVE	520,000	530,660	(10,660)	102.05%
408	UTILITY BOND REDEMPTION FUND	815,919	504,664	311,255	61.85%
410	SEWER CAPITAL CONSTRUCTION	860,000	780,095	79,905	90.71%
411	STORM SEWER OPERATING	406,000	242,991	163,009	59.85%
420	WATER CAPITAL ASSETS	1,041,000	1,178,769	(137,769)	113.23%
605	LIGHTHOUSE MAINTENANCE TRUST	2,660	2,743	(83)	103.11%
631	MUNICIPAL COURT	-	78,900	(78,900)	NA
		$17,657,254	$16,165,671	$1,491,583	91.55%



CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
AND COMPARISON TO BUDGET
FOR PERIOD ENDING DECEMBER 31, 1998

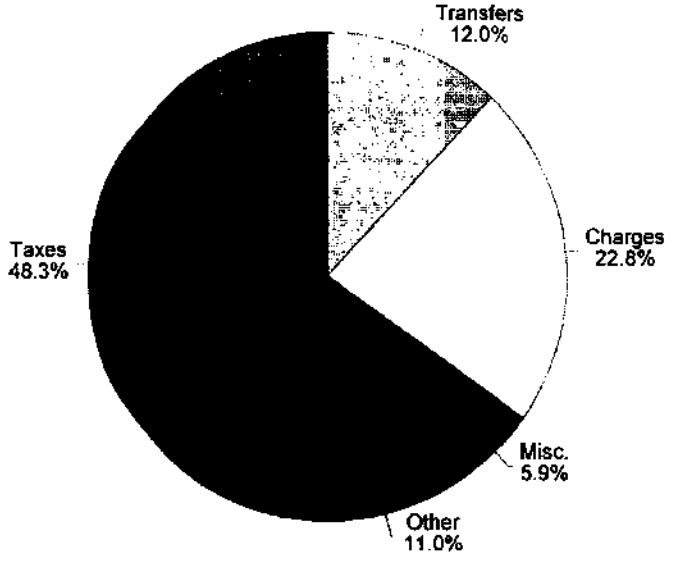
FUND NO.	DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL Y-T-D EXPENDITURES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT				
01	NON-DEPARTMENTAL	$782,046	$652,427	$129,619	83.43%
02	LEGISLATIVE	30,000	26,744	3,256	89.15%
03	MUNICIPAL COURT	262,330	233,258	29,072	88.92%
04	ADMINISTRATIVE/FINANCIAL	475,950	412,752	63,198	86.72%
06	POLICE	1,298,812	1,172,924	125,889	90.31%
14	COMMUNITY DEVELOPMENT	456,135	380,491	75,645	83.42%
15	PARKS AND RECREATION	837,550	605,861	231,689	72.34%
16	BUILDING	104,800	69,863	34,937	66.66%
19	ENDING FUND BALANCE	136,513	-	136,513	-
001	TOTAL GENERAL FUND	4,384,136	3,554,318	829,818	81.07%
101	STREET FUND	4,604,510	827,901	3,776,609	17.98%
105	DRUG INVESTIGATION FUND	11,600	5,589	6,011	48.18%
107	HOTEL-MOTEL FUND	21,100	17,701	3,399	83.89%
109	PARK ACQUISITION FUND	1,517,000	1,358,370	158,630	89.54%
200	'78 GO BONDS - FIRE	-	-	-	NA
201	'75 GO BONDS - SEWER	5,311	-	5,311	-
203	'87 GO BONDS - SEWER CONSTR	200,000	98,558	101,442	49.28%
208	91 GO BONDS - SOUNDVIEW DRIVE	314,174	282,308	31,866	89.86%
301	GENERAL GOVT CAPITAL ASSETS	590,000	50,000	540,000	8.47%
305	GENERAL GOVT CAPITAL IMPROVEM	370,000	-	370,000	-
401	WATER OPERATING	988,100	928,606	59,494	93.98%
402	SEWER OPERATING	1,005,744	819,367	186,377	81.47%
407	UTILITY RESERVE	520,000	-	520,000	-
408	UTILITY BOND REDEMPTION FUND	815,919	556,937	258,982	68.26%
410	SEWER CAPITAL CONSTRUCTION	860,000	57,483	802,517	6.68%
411	STORM SEWER OPERATING	406,000	185,545	220,455	45.70%
420	WATER CAPITAL ASSETS	1,041,000	217,041	823,959	20.85%
605	LIGHTHOUSE MAINTENANCE TRUST	2,660	707	1,953	26.59%
631	MUNICIPAL COURT	-	73,878	(73,878)	NA
		$17,657,254	$9,034,310	$8,622,944	51.16%



CITY OF GIG HARBOR
YEAR-TO-DATE REVENUE SUMMARY
BY TYPE
FOR PERIOD ENDING DECEMBER 31, 1998

TYPE OF REVENUE	AMOUNT
Taxes	$4,304,014
Licenses and Permits	214,326
Intergovernmental	481,608
Charges for Services	2,027,499
Fines and Forfeits	95,070
Miscellaneous	521,097
Non-Revenues	188,764
Transfers and Other Sources of Funds	1,071,827
Total Revenues	8,904,205
Beginning Cash Balance	7,261,467
Total Resources	$16,165,671

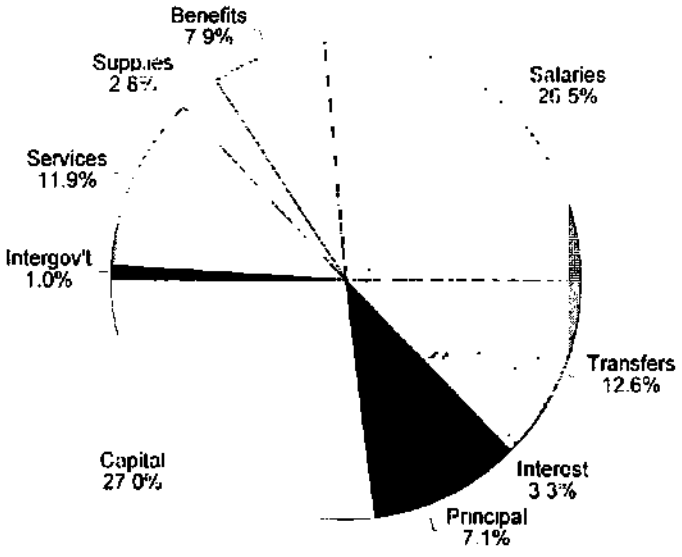
Revenues by Type - All Funds



CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
BY TYPE
FOR PERIOD ENDING DECEMBER 31, 1998

TYPE OF EXPENDITURE	AMOUNT
Wages and Salaries	$2,389,980
Personnel Benefits	715,989
Supplies	249,639
Services and Other Charges	1,075,460
Intergovernmental Services and Charges	86,828
Capital Expenditures	2,442,032
Principal Portions of Debt Payments	640,426
Interest Expense	297,378
Transfers and Other Uses of Funds	1,136,579
Total Expenditures	9,034,310
Ending Cash Balance	7,428,522
Total Uses	$16,462,832

Expenditures by Type - All Funds



CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 1998

		SPECIAL REVENUE FUNDS							
	001 GENERAL GOVERNMENT	101 STREET	105 DRUG INVESTIGATION	107 HOTEL - MOTEL	109 PARK ACQUISITION	301 GENERAL GOVT CAPITAL ASSETS	305 GENERAL GOVT CAPITAL IMP	605 LIGHTHOUSE MAINTENANCE	TOTAL SPECIAL REVENUE
CASH	$38,726	$1,851	$190	$666	$21,748	$8,377	$5,833	$27	$38,692
INVESTMENTS	1,365,688	135,739	13,900	48,837	1,594,578	614,235	427,688	2,008	2,836,984
RECEIVABLES	27,342	18,251	-	-	-	-	-	-	18,251
FIXED ASSETS	-	-	-	-	-	-	-	-	-
OTHER	-	-	-	-	-	-	-	-	-
TOTAL ASSETS	$1,431,756	$155,841	$14,089	$49,503	$1,616,325	$622,612	$433,521	$2,035	$2,893,927
LIABILITIES									
CURRENT	$5,847	$2,633	-	-	-	-	-	-	$2,633
LONG TERM	16,273	16,273	-	-	-	-	-	-	16,273
TOTAL LIABILITIES	22,119	18,905	-	-	-	-	-	-	18,905
FUND BALANCE:									
BEGINNING OF YEAR	796,941	206,546	11,831	19,809	2,611,544	533,775	307,960	2,590	3,694,054
Y-T-D REVENUES	4,167,013	758,291	7,847	47,395	363,151	138,837	125,561	153	1,441,235
Y-T-D EXPENDITURES	(3,554,318)	(827,901)	(5,589)	(17,701)	(1,358,370)	(50,000)	-	(707)	(2,260,268)
ENDING FUND BALANCE	1,409,636	136,935	14,089	49,503	1,616,325	622,612	433,521	2,035	2,875,021
TOTAL LIAB. & FUND BAL.	$1,431,756	$155,841	$14,089	$49,503	$1,616,325	$622,612	$433,521	$2,035	$2,893,927

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 1998

	DEBT SERVICE				
	200 78 GO BONDS FIRE	201 75 GO BONDS SEWER	203 87 GO BONDS SEWER CONST	208 91 GO BONDS SOUNDVIEW DR	TOTAL DEBT SERVICE
CASH	-	-	$2,880	$142	$3,022
INVESTMENTS	-	-	211,145	10,403	221,547
RECEIVABLES	-	-	9,125	-	9,125
FIXED ASSETS	-	-	-	-	-
OTHER	-	-	-	-	-
TOTAL ASSETS	-	-	$223,150	$10,544	$233,694
LIABILITIES					
CURRENT	-	$5,000	-	-	$5,000
LONG TERM	-	-	8,186	-	8,186
TOTAL LIABILITIES	-	5,000	8,186	-	13,186
FUND BALANCE:					
BEGINNING OF YEAR	-	(5,000)	153,715	(94)	148,620
Y-T-D REVENUES	-	-	159,807	292,947	452,754
Y-T-D EXPENDITURES	-	-	(98,558)	(282,308)	(380,867)
ENDING FUND BALANCE	-	(5,000)	214,964	10,544	220,508
TOTAL LIAB. & FUND BAL.	-	-	$223,150	$10,544	$233,694

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 1998

	PROPRIETARY							
	401 WATER OPERATING	402 SEWER OPERATING	407 UTILITY RESERVE	408 89 UTILITY BOND REDEMPTION	410 SEWER CAP. CONST.	411 STORM SEWER OPERATING	420 WATER CAP. ASSETS	TOTAL PROPRIETARY
CASH	$2,244	$1,647	$3,104	$5,226	$10,069	$272	$12,940	$35,501
INVESTMENTS	157,171	113,433	527,556	383,196	738,295	19,952	948,758	2,888,362
RECEIVABLES	89,446	124,220	1,550	1,717,241	24,505	49,596	-	2,006,557
FIXED ASSETS	1,770,881	9,131,380	-	-	-	634,086	-	11,536,347
OTHER	-	-	-	18,397	-	-	-	18,397
TOTAL ASSETS	$2,019,741	$9,370,680	$532,210	$2,124,060	$772,870	$703,907	$961,698	$16,485,165
LIABILITIES								
CURRENT	($259)	$839,792	-	$404,710	$55,484	($150)	-	$1,299,577
LONG TERM	19,520	88,973	-	2,715,562	-	10,205	-	2,834,260
TOTAL LIABILITIES	19,262	928,765	-	3,120,272	55,484	10,055	-	4,133,837
FUND BALANCE:								
BEGINNING OF YEAR	2,211,077	8,350,915	500,247	(467,208)	575,156	652,920	638,389	12,461,497
Y-T-D REVENUES	718,008	910,366	31,963	27,934	199,713	226,478	540,349	2,654,810
Y-T-D EXPENDITURES	(928,606)	(819,367)	-	(556,937)	(57,483)	(185,545)	(217,041)	(2,764,979)
ENDING FUND BALANCE	2,000,479	8,441,915	532,210	(996,212)	717,386	693,852	961,698	12,351,328
TOTAL LIAB. & FUND BAL.	$2,019,741	$9,370,680	$532,210	$2,124,060	$772,870	$703,907	$961,698	$16,485,165

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 1998

	FIDUCIARY	ACCOUNT GROUPS		
	631 MUNICIPAL COURT	820 GENERAL FIXED ASSET GROUP	900 GENERAL L-T DEBT GROUP	TOTAL ACCOUNT GROUPS
CASH	-	-	-	-
INVESTMENTS	-	-	-	-
RECEIVABLES	-	-	-	-
FIXED ASSETS	-	6,129,396	-	6,129,396
OTHER	-	-	2,570,021	2,570,021
TOTAL ASSETS	-	$6,129,396	$2,570,021	$8,699,417
LIABILITIES				
CURRENT	-	-	-	-
LONG TERM	-	-	2,570,021	2,570,021
TOTAL LIABILITIES	-	-	2,570,021	2,570,021
FUND BALANCE:				
BEGINNING OF YEAR	-	6,129,396	-	6,129,396
Y-T-D REVENUES	78,900			-
Y-T-D EXPENDITURES	(73,878)			-
ENDING FUND BALANCE	-	6,129,396	-	6,129,396
TOTAL LIAB. & FUND BAL.	-	$6,129,396	$2,570,021	$8,699,417

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
BY FUND TYPE
AS OF DECEMBER 31, 1998

	GENERAL GOVERNMENT	SPECIAL REVENUE	DEBT SERVICE	TOTAL GOVERNMENTAL	PROPRIETARY	FIDUCIARY	ACCOUNT GROUPS	TOTAL ALL FUND TYPES
ASSETS								
CASH	$38,726	$38,692	$3,022	$80,440	$35,501	-	-	$115,942
INVESTMENTS	1,365,688	2,836,984	221,547	4,424,219	2,888,362	-	-	7,312,581
RECEIVABLES	27,342	18,251	9,125	54,718	2,006,557	-	-	2,061,275
FIXED ASSETS	-	-	-	-	11,536,347	-	6,129,396	17,665,743
OTHER	-	-	-	-	18,397	-	2,570,021	2,588,418
TOTAL ASSETS	$1,431,756	$2,893,927	$233,694	$4,559,376	$16,485,165	-	$8,699,417	$29,743,959
LIABILITIES								
CURRENT	5,847	2,633	5,000	13,480	1,299,577	-	-	1,313,057
LONG TERM	16,273	16,273	8,186	40,731	2,834,260	-	2,570,021	5,445,012
TOTAL LIABILITIES	22,119	18,905	13,186	54,211	4,133,837	-	2,570,021	6,758,069
FUND BALANCE:								
BEGINNING OF YEAR	796,941	3,694,054	148,620	4,639,615	12,461,497	-	6,129,396	23,230,509
Y-T-D REVENUES	4,167,013	1,441,235	452,754	6,061,003	2,654,810	78,900	-	8,794,713
Y-T-D EXPENDITURES	(3,554,318)	(2,260,268)	(380,867)	(6,195,453)	(2,764,979)	(73,878)	-	(9,034,310)
ENDING FUND BALANCE	1,409,636	2,875,021	220,508	4,505,166	12,351,328	-	6,129,396	22,985,890
TOTAL LIAB. & FUND BAL.	$1,431,756	$2,893,927	$233,694	$4,559,376	$16,485,165	-	$8,699,417	$29,743,959

MBA Master Builders Association Of Pierce County

FAX

Date: February 5, 1999
Number of pages including cover sheet: 5

To:
Mayor Wilbert
City Councilmembers
Mark Hoppen, Ray Gilmore
Fax: 851-8563
Phone: 851-8136
CC:

From:
Tiffany Speir
Government Affairs Associate
Phone: 253-564-8788
Fax: 253-564-8818
E-mail: mbagov@whyweb.com

REMARKS: ☐ Urgent ☐ For your review ☐ Reply ASAP ☐ Please comment

Copies of this letter will be sent to those on the cc list via regular mail. Thank you.

If there are any problems with this facsimile, please contact Tiffany at 253-564-8788.

The County imposes fees for the parks in their jurisdiction and the City imposes fees for the parks in its jurisdiction. There is no double charging or fairness problem

Master Builders Association of Pierce County

Transmitted via facsimile

Mayor Wilbert and City Councilmembers
Gig Harbor City Hall
3105 Judson St.
Gig Harbor, WA 98335

February 5, 1999

Dear Mayor Wilbert and Councilmembers:

This letter is to comment on the proposed transportation and park impact fees and the accompanying concurrency ordinance being considered by Gig Harbor.

The Master Builders Association (MBA) and our state and national affiliates are opposed to all impact fees. Such fees are a recent addition to local government funding options and are being used more and more to fund public improvements that traditionally have been paid for by all members of the public.

First, impact fees raise the price of homes and eliminate homebuyers in this area from the market; for every $1,000 increase in a home price, ½% of prospective homebuyers can no longer qualify for a home loan. It is a *mandatory* goal in state, county, and local comprehensive plans to provide affordable housing for all economic segments of the population; impact fees contradict this goal. As discussed below, the issue of affordable housing is critical in Gig Harbor.

Second, impact fees are meant to pay for "new growth" – namely, people moving in from outside of a community – and its impacts on the infrastructure. However, in Pierce County, a significant portion of those buying new homes are first time home buyers from within the community and people who are moving up into a larger home as their families grow. These buyers are required to pay impact fees along with the new members of the community even if they have paid taxes and helped fund infrastructure for years.

Third, when impact fees are used they increase the price of new homes. This in turn raises taxes on existing homes because the tax assessment valuation process considers the sale prices and values of surrounding properties. Everyone in Gig Harbor -- not just new growth -- could see an increase in their property tax due to impact fees.

Gig Harbor's City Comprehensive Plan discusses the current shortage of affordable housing in the city and the need to ensure that both existing and new homes are attainable for Gig Harbor's residents. Adopted in 1994, before impact

3925 South Orchard Tacoma, WA 98446 (253) 564-8788 FAX (253) 564-8818

fees had been considered as a funding mechanism, the Plan's Housing Element states:

> It is evident . . . that most single family homes are unaffordable to more than half of Gig Harbor's current population. . . . Unless future annexation areas accommodate enough multi-family or high density units to bring the mix of housing types into balance with household incomes, a significant shortage of affordable housing is expected.

City of Gig Harbor Comprehensive Plan, pp. 51-52. The Plan continues:

"This [housing] shortage may be even more profound under county-wide planning policies which require that each municipality provide for its fair share of the County's affordable housing needs." *Id.* at 52. In response to the County-wide fair share housing allocations, the Plan includes a goal to "[r]equire new subdivisions or developments to provide a 'fair-share' allocation of affordable housing within the subdivision or residential developments." *Id.* How can this goal be implemented when the city is proposing to directly increase the price of a house by almost $3600 through impact fees?

Of particular concern to the MBA is the proposed transportation impact fee, the first such fee proposed in Pierce County. Roads, along with schools, are a public facility used consistently by everyone in a community, not just new development. There is little justification (or legal basis) to impose a transportation impact fee when there is not a strong nexus between the payor (here, new development) and the user (here, potentially anyone). In addition, builders are already responsible for building subdivision streets and, where necessary, making improvements to surrounding public streets to handle the increased traffic flows from the subdivision. To demand a $2069 impact fee in addition to current requirements would place too much of a burden on new homebuyers, who would ultimately be responsible to pay it. Gig Harbor's goal of providing more affordable housing would be cut off at the knees. A traditional, broad-based funding source paid by all members of the community should be used to pay for transportation improvements.

The park impact fee has been proposed at $1500. This fee is far above the park impact fee charged by Pierce County ($250 per single family unit and $125 per multi-family unit) and exceeds those charged by cities within the county. I have attached a copy of a 1997 Association of Washington Cities Survey for your consideration: the average city fee per single family unit across the state is $775; it is approximately $650 per multi-family unit. The amount of regional and state park space, paid for in part by impact fees assessed against builders by the County, that is currently usable and in development in the Gig Harbor area alleviates to an extent the need for local park space. It also raises a question of fundamental fairness; why should builders be forced to pay additional impact fees for Gig Harbor parks when they have already done so?

As has been demonstrated in other jurisdictions with impact fees, the amount of money that could be collected from impact fees in Gig Harbor for park acquisition and improvements would be small in relation to total costs; a different funding scheme that

growth for Gig Harbor (and the accompanying revenues from impact fees) may not materialize. This will affect not only park funding, but the economy of the city as a whole. Growth brings new employees, employers, business, and taxes to a community.

The City Comprehensive Plan states that Gig Harbor should "[a]ssure that impact fees are assessed to encourage affordable housing rather than hinder it." *City of Gig Harbor Comprehensive Plan*, pg. 52. The proposed park and transportation impact fees, set at a total of approximately $3600, will hinder affordable housing. Development costs for builders will be raised by not only the cost of each fee itself but also by the associated carrying costs. Builders, by financial necessity, will have to pass the increase on to new homebuyers. Higher new home prices will affect existing home prices as well, and everyone in the city will feel the effects of these fees. This situation must be avoided if affordable housing is to be found in Gig Harbor.

Because these ordinances have not been available for the public to study in detail before the scheduled first reading on February 8th, MBA would like to request that the council postpone taking any action for at least one month. All parties involved need the opportunity to examine what has been proposed, ask whatever questions they may have, and offer suggestions if appropriate. The effects of all of these ordinances (especially the transportation impact fee and concurrency ordinances) need to be carefully considered by the Council as well as those who will be required to pay the fees before they are adopted.

MBA hopes that you and the Council think through all arguments for and against impact fees with an open mind before imposing them. Thank you for your consideration of these comments.

Sincerely,

Michael R. Fast, CGR, President

enc.

cc: Bob Dick, Councilmember
Steven K. Ekberg, Councilmember
Nick Markovich, Councilmember
Marilyn Owel, Councilmember
John N. Picinich, Councilmember
Corbett Platt, Councilmember
Derek Young, Councilmember
Mark Hoppen, City Administrator
Ray Gilmore, Planning Director
Bob Camp, MBA LSC Chair

HMENT 3

City of University Place
Park Impact Fee Discussion

1997 AWC Impact Fee Survey Responses

City Name	Population	County	Single Family Rate	Single Family Per	Multi Family Rate	Multi Family Per	Non-Residential Rate	Non-Residential Per
Buckley	3,920	Pierce	$ 447	unit	$ 300	unit	$ -	
Burlington	5,445	Skagit	$ 250	unit	$ 250	unit	$ 200	1,000 s.f.
Camas	9,550	Clark	$ 2,290	unit	$ 1,717	unit	$ -	
Duvall	3,813	King	$ 1,000	unit	$ 1,000	unit	$ -	
Ellensburg	13,600	Kittitas	$ 613	unit	$ 525	unit	$ -	
Ephrata	5,945	Grant	$ 25	unit	$ -	unit	$ -	
Ferndale	7,235	Whatcom	$ 684	unit	$ 405	unit	$ -	
Gold Bar	1,520	Snohomish	$ 628	unit	$ 427	unit	$ -	
La Center	1,171	Clark	$ 698	SFR	$ 554	unit	$ -	
Lynden	8,085	Whatcom	$ 400	unit	$ 2,314	unit	$ 0.20	s.f.
Mt. Vernon	22,280	Skagit	$ 855	unit	$ 789	unit	$ -	
Olympia	38,650	Thurston	$ 1,455	unit	$ 1,035	unit	$ -	
Poulsbo	6,175	Kitsap	$ 500	unit	$ 500	unit	$ 88	employee
Puyallup	29,490	Pierce	$ 491	unit	$ 323	unit	$ -	
Redmond	42,230	King	$ 1,478	unit	$ 936	unit	$ -	
Ridgefield	1,732	Clark	$ 1,408	unit	$ 1,126	unit	$ -	
Sedro-Woolley	7,650	Skagit	$ 250	unit	$ 250	unit	$ -	
Vancouver	127,900	Clark	$ 667	unit	$ 514	unit	$ -	
Washougal	7,575	Clark	$ 600	unit	$ 480	unit	$ -	
Pierce County	674,300		$ ~~480~~ 250	unit	$ ~~125~~ 180	unit	$ -	

1998