

Gig Harbor City Council Meeting



September 28, 1998

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

**AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
SEPTEMBER 28, 1998 - 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 September 14, 1998 City Council meeting.
2. Correspondence / Proclamations – Informational.
3. Approval of Payment of Bills for 09/28/98:
Checks # 20989 through #21066 in the amount of \$92,080.27.
4. Liquor License Application – Harbor Humidor.

OLD BUSINESS:

1. Second Reading of Ordinance – Proposed Revisions to Title 16, GHMC - Subdivisions.

NEW BUSINESS:

1. First Reading of Ordinance – Amendment to Chapter 18.04 and Section 19.05.009 Establishing Time Limits on the Preparation of Environmental Impact Statements.
2. Municipal Facilities Needs Analysis – Contract Award.
3. Kimball Place Professional Business Park Easement.

PUBLIC COMMENT/DISCUSSION:

COUNCIL COMMENTS:

STAFF REPORTS:

1. Chief Mitch Barker – GHPS Stats.

ADJOURN:

DRAFT

REGULAR GIG HARBOR CITY COUNCIL MEETING OF SEPTEMBER 14, 1998

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

CALL TO ORDER: 7:01 p.m.

CONSENT AGENDA:

1. Approval of the Minutes of the August 24, 1998 City Council meeting.
2. Correspondence / Proclamations – Informational.
Proclamation – Fire Prevention Week.
Proclamation – Youth Voting Awareness Week.
Proclamation – Constitution Week.
3. Approval of Payment of Bills for 8/10/98:
Checks # 20676 through #20767 in the amount of \$81,039.70.
4. Approval of Payment of Bills for 8/24/98:
Checks #20768 through #20877 in the amount of \$68,638.61.
5. Approval of Payment of Bills for 9/14/98:
Checks #20878 through #20988 in the amount of \$180,019.10.
6. Approval of August Payroll checks.
Checks #16234 through #16401 in the amount of \$274,174.97.
7. Liquor License Application – Maritime Chandlery.
8. Liquor License Renewal – Hy-Iu-Hee-Hee.

MOTION: Move to remove item 2 from the consent agenda.
Councilmember Picinich.

MOTION: Move to approve the remaining items on the consent agenda.
Ekberg/Dick – unanimously approved.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. First Reading of Ordinance – Proposed Revisions to Title 16, GHMC – Subdivisions. Ray Gilmore, Planning Director, explained that during the last update of the city’s subdivision code, a section on “certificates” was omitted. He added that this ordinance would reinstate this section. This ordinance will return for a second reading at the next meeting.
2. Re-appointment of Design Review Board Members. Mayor Wilbert explained that the term for the current members of the Design Review Board had expired. She recommended re-appointment of the current board, with staggered terms. She also recommended an amendment to the code would extend the current term of two years to four.

MOTION: Move we re-appoint the five members of the Design Review Board as recommended.
Ekberg/Platt – unanimously approved.

3. Correspondence. Mayor Wilbert gave an overview of several pieces of correspondence in which Councilmembers may be interested.

PUBLIC COMMENT: None.

COUNCIL COMMENTS:

Councilmember Dick said that he had attended the reception for the Mayor of Takuma, Japan and his entourage of 29 people. He explained the interest in our community and beginning a Sister City relationship with Gig Harbor. He added that he had a very nice time and thanked the staff members, and Councilmember Picinich for doing such a wonderful job.

Mayor Wilbert said that she and Mark Hoppen had attended the open house for the new Healthcomm facility on Burnham Drive. She talked about the varied presentations, and said she welcomed the addition of this new business to Gig Harbor.

STAFF REPORT:

Mark Hoppen explained that the interview process to hire a replacement for Tom Enlow, for the position of Information Systems Specialist, had been completed. He added that ten additional hours were to be added to the position for a total of 30 hours per week, and asked Council to respond if this addition of hours was a problem. He said an offer of employment would be made to a highly qualified applicant this week.

EXECUTIVE SESSION:

Mark Hoppen explained that there was no need to adjourn to Executive Session.

ADJOURN:

MOTION: Move to adjourn at 7:25 p.m.
Young/Ekberg- unanimously approved.

Cassette recorder utilized:
Tape 505 Side B 105 – end.

Mayor

City Clerk



RECEIVED

SEP 03 1998
PIERCE
COUNTY EXECUTIVE

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

Gig Harbor
TO: ~~TACOMA~~ CHIEF OF POLICE

DATE: 7/22/98

CORRECTED

RE: NEW APPLICATION

License: 080669 - 2E County: 27

Tradename: HARBOR HUMIDOR

Loc Addr: 3123 56TH ST NW #5

GIG HARBOR

WA 98335

Mail Addr: 3123 56TH ST NW #5

GIG HARBOR

WA 98335-1363

Phone No.: 253-853-6372 CHRIS MARTIN

APPLICANTS:

HARBOR HUMIDOR INC.

MARTIN, CHRIS

11-28-63 538-82-5631

ARENS, KNEELAND REX

05-07-64 533-84-3476

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 ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? | <input type="checkbox"/> | <input type="checkbox"/> |

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


DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE



City of Gig Harbor. The "Maritime City"

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

TO:  **MAYOR WILBERT AND CITY COUNCIL**
FROM: **PLANNING-BUILDING DEPT., RAY GILMORE**
SUBJECT: **SECOND READING OF ORDINANCE - PROPOSED REVISIONS TO**
TITLE 16, GHMC (SUBDIVISION CODE)
DATE: **SEPTEMBER 23, 1998**

BACKGROUND/INTRODUCTION

Attached is an ordinance which updates the City's Subdivision Code. During the last update in 1996, a section on "certificates" for city officials was omitted. The proposal updates the ordinance and reinstates this section.

POLICY ISSUES

The proposed revisions reflect minor changes to Title 16, GHMC. The proposed changes are consistent with RCW 58.17 (State Subdivision Code) and are internally consistent with other chapters of Title 16 GHMC.

FISCAL IMPACT

There would not be a fiscal impact to the city from the adoption of this amendment.

RECOMMENDATION

This is the second and final reading of the ordinance. Staff recommends adoption of the proposed amendments to Title 16, GHMC.

ORDINANCE _____

AN ORDINANCE OF THE GIG HARBOR CITY COUNCIL RELATING TO SUBDIVISIONS OF LAND; ESTABLISHING CERTIFICATES, FORMS AND SIGNATURES OF APPROVAL FOR INSERTION OF SHORT SUBDIVISIONS AND FINAL PLATS, AND MAKING MINOR CLEAN-UP AMENDMENTS TO THE CITY'S SUBDIVISION CODE; AMENDING SECTIONS 16.04.003, 16.06.005 AND 16.07.003 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, Title 16 was updated in 1996 as part of the City's Development Regulations update under the Growth Management Act and the regulatory reform act of 1995; and,

WHEREAS, the requirements for providing statements of approval on short plats and final subdivision plats from city officials was omitted from the updated Title 16; and,

WHEREAS, this ordinance reinstates those provisions previously omitted from the updated Title 16 by restoring statements of approval forms for short plats and subdivisions; and,

WHEREAS, minor house keeping changes are included for consistency with Title 17, GHMC

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

Section 1. Section 16.04.003 of the Gig Harbor Municipal Code is hereby amended as follows:

16.04.003 ~~Criteria for approval.~~ Approval of Short Plats

A. Criteria for Approval. ~~The director shall approve the short subdivision and short plat after making~~ make a determination:

1. A. ~~Whether the application complies with Chapter 16.08 GHMC, General requirements for subdivision approval;~~

2. B. ~~If appropriate provisions are made for, but not limited to, the public health, safety and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds, and shall consider all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who walk to and from school; and~~

3. C. ~~Whether the public interest will be served by the short subdivision and dedication.~~

B. Director's Decision. ~~If the application conforms to all of the above criteria, the Director shall approve or conditionally approve the short plat.~~

B. Any short plat application submitted to the City for approval shall contain the following certificates. The property owner and the land surveyor shall execute their respective certificates prior to the Director's final decision. The certificates to be executed by City and County officials and employees shall be executed after plat approval , if granted.

1) Mayor – A signature block and statement for the approval of the short plat.

2) City Clerk - A signature block and statement that the City Clerk finds that there are no delinquent assessments outstanding on the property subject to this short subdivision approval.

3) City Engineer – A signature block and statement that the short plat complies with the applicable provisions of the City of Gig Harbor Public Works Construction Standards.

4.)Short Plat Administrator – A signature block and statement that the short plat complies with the City's Development Regulations under Title 16 and 17 of the Gig Harbor Municipal Code.

Section 2. Section 16.06.005 of the Gig Harbor Municipal Code is hereby amended to read as follows:

16.06.005 Criteria for approval. A final plat application shall be approved if the subdivision proposed for approval:

1. ~~A.~~ Meets all general requirements for plat approval as set forth in Chapter 16.08 GHMC, General requirements for subdivision approval;

2. ~~B.~~ Conforms to all terms of the preliminary plat approval; and

3. ~~C.~~ Meets the requirements of Chapter 58.17 RCW, other applicable state laws, this title and any other applicable city ordinances which were in effect at the time of preliminary plat approval.

4. ~~Director's Decision.~~ If the application conforms to all of the above criteria, the Director shall approve or conditionally approve the short plat. Any subdivision submitted to the City for approval shall contain the following certificates. The property owner and the land surveyor shall execute their respective certificates prior to the Director's final decision. The certificates to be executed by City and County officials and employees shall be executed after final plat approval , if granted.

A) ~~Mayor~~ – A signature block and statement for the approval of the final plat.

B) ~~City Clerk~~ - A signature block and statement that the City Clerk finds that there are no delinquent assessments outstanding on the property subject to this final plat approval.

C) ~~City Engineer~~ – A signature block and statement that the short plat complies with the applicable provisions of the City of Gig Harbor Public Works Construction Standards.

D) ~~Planning Director~~ – A signature block and statement that the subdivision complies with the City's Development Regulations under Title 16 and 17 of the Gig Harbor Municipal Code.

6. ~~D.~~ The city council shall make written findings of fact relating to its decision on the final plat, and if approved, shall suitably inscribe and execute its written approval on the face of the plat.

Section 3. Section 16.07.003 of the Gig Harbor Municipal Code is hereby amended to read as follows:

16.07.03 Requirements for a complete plat alteration.

A. Application Contents. In addition to the requirements for a complete application as set forth in GHMC 19.02.002, an applicant for a plat alteration shall submit the following:

* * *

3. A copy of the approved plat sought to be ~~vacated~~ altered, together with all plat amendments recorded

Section 4. 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 5. 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 _____ 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 GIG HARBOR CITY COUNCIL RELATING TO SUBDIVISIONS OF LAND; ESTABLISHING CERTIFICATES, FORMS AND SIGNATURES OF APPROVAL FOR INSERTION OF SHORT SUBDIVISIONS AND FINAL PLATS, AND MAKING MINOR CLEAN-UP AMENDMENTS TO THE CITY'S SUBDIVISION CODE; AMENDING SECTIONS 16.04.003, 16.06.005 AND 16.07.003 OF THE GIG HARBOR MUNICIPAL CODE.

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

DATED this _____ day of _____, 199_____.

CITY CLERK, Molly Towslee

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



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: PLANNING-BUILDING DEPT., RAY GILMORE
SUBJECT: FIRST READING OF ORDINANCE - AMENDMENT TO CHAPTER 18.04
AND SECTION 19.05.009 ESTABLISHING TIME LIMITS ON THE
PREPARATION OF ENVIRONMENTAL IMPACT STATEMENTS
DATE: SEPTEMBER 23, 1998

BACKGROUND/INTRODUCTION

City's legal council has advised planning that the city's environmental policy code (chapter 18.04 GHMC) requires an amendment for compliance with the regulatory reform act of 1995.

POLICY ISSUES

The regulatory reform act of 1995 requires local governments to adopt time limits for the preparation and issuance of environmental impact statements. The proposed amendment, adding a new section §18.04.145 (GHMC) and amending § 19.05.009 GHMC would satisfy this requirement. Staff is proposing a maximum time for issuing a final EIS at one year from the date of the receipt of a complete application. Sufficient flexibility is retained to provide for a period greater than this, if warranted.

FISCAL IMPACT

There would not be a fiscal impact to the city from the adoption of this amendment.

RECOMMENDATION

This is the introduction and first reading of the ordinance. Staff recommends adoption of the proposed amendment at the second reading of this ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATED TO THE STATE ENVIRONMENTAL POLICY ACT, CHAPTER 43.21C RCW, ESTABLISHING A MAXIMUM TIME LIMIT FOR THE ISSUANCE OF A FINAL ENVIRONMENTAL IMPACT STATEMENT FOR PROJECT PERMIT APPLICATIONS, PURSUANT TO RCW 36.70B.090, ADDING A NEW SECTION 18.04.145 TO THE GIG HARBOR MUNICIPAL CODE AND AMENDING SECTION 19.05.009 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, changes in state laws have mandated amendments to the City's review, decision-making and appeal processes for project permit applications subject to the State Environmental Policy Act (chapter 43.21C RCW); and,

WHEREAS, RCW 36.70B.090 requires that the City issue a notice of final decision on a project permit application within 120 days after the City notifies the applicant that the application is complete, except in certain limited circumstances; and,

WHEREAS, one period excluded from the 120 day deadline is the time during which an environmental impact statement ("EIS") is being prepared, if the City has adopted an ordinance establishing time periods for completion of the EIS; now, therefore,

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

Section 1. A new section 18.04.145 of the Gig Harbor Municipal Code is hereby added to the Gig Harbor Municipal Code, to read as follows:

18.04.145 Time For Preparation of EIS. The time required to prepare an environmental impact statement (EIS) associated with a development application shall be agreed to by the Director and applicant in writing. Unless otherwise agreed to by the applicant, a final environmental impact statement shall be issued by the Director within one (1) year following the issuance of a determination of significance for the proposal, unless the applicant or the applicant's EIS consultant advises that a longer time period is necessary. In that case, the additional time shall be that recommended by the applicant or consultant, not to exceed an additional year.

Section 2. Section 19.05.009 of the Gig Harbor Municipal Code is hereby amended to read as follows:

19.05.009 Calculation of time periods for issuance of notice of final decision.

A. In determining the number of days that have elapsed after the ~~local government~~ City has notified the applicant that the application is complete for purposes of calculating the time for issuance of the notice of final decision, the following periods shall be excluded:

1. Any period during which the applicant has been requested by the city to correct plans, perform required studies, or provide additional required information. The period shall be calculated from the date the city notifies the applicant of the need for additional information until the earlier of the date the ~~local government~~ City determines whether the additional information satisfies the request for information or 14 days after the date the information has been provided to the city;

2. If the city determines that the information submitted by the applicant under GHMC 19.045.009 (A)(1) is insufficient, it shall notify the applicant of the deficiencies and the procedures under GHMC 19.045.009(A)(1) shall apply as if a new request for studies had been made;

3. Any period during which an environmental impact statement is being prepared following a determination of significance pursuant of Chapter 43.21C RCW, or if the time periods set forth in GHMC §18.04.145 applies, or if the applicant and the City have agreed, in writing, to a different time period, if the city by ordinance has established time periods for completion of environmental impact statements, or if the local government and the applicant in writing agree to a time period for completion of an environmental impact statement;

* * *

B. The time limits established in this title do not apply if a project permit application:

1. Requires an amendment to the comprehensive plan or a development regulation;

2. Requires approval of the siting of an essential public facility as provided in RCW 36.70A.200; or

3. Is substantially revised by the applicant, in which case the time period shall start from the date at which the revised project application is determined to be complete under ~~RCW 36.70A.440~~ GHMC §19.02.003.

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: September 24, 1998

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, RELATED TO THE STATE ENVIRONMENTAL POLICY ACT, CHAPTER 43.21C RCW, ESTABLISHING A MAXIMUM TIME LIMIT FOR THE ISSUANCE OF A FINAL ENVIRONMENTAL IMPACT STATEMENT FOR PROJECT PERMIT APPLICATIONS, PURSUANT TO RCW 36.70B.090, ADDING A NEW SECTION 18.04.145 TO THE GIG HARBOR MUNICIPAL CODE AND AMENDING SECTION 19.05.009 OF THE GIG HARBOR MUNICIPAL CODE.

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

DATED this _____ day of _____, 1998.

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: MARK HOPPEN, CITY ADMINISTRATOR
SUBJECT: MUNICIPAL FACILITIES NEEDS ANALYSIS - CONTRACT AWARD
DATE: SEPTEMBER 18, 1998

INFORMATION/BACKGROUND

The 1998 budget called for development of conceptual plans for utilization of the Henderson Bay site for civic and recreational purposes. This will lead to the future siting and construction of municipal facilities. These facilities will house city administrative, planning, engineering, and police functions as well as any future needs through the year 2021. Space needs analysis and conceptual master planning is the next logical step in the civic development of this property. Requests for bids were provided to four consultants listed on the City's Small Works Roster. Two responded. The price quotations are summarized below:

| <u>Vendor</u> | <u>Base Amt.</u> | <u>Sales Tax</u> | <u>Total</u> |
|---------------------------------------|------------------|------------------|--------------|
| Bob Hutchinson, AIA (Seattle) | \$ 9,465 | N/A | \$ 9,465 |
| Beckwith Consulting group (Medina) | \$10,000 | N/A | \$10,000 |

The lowest price quotation proposal was received from Bob Hutchinson, of Seattle in the amount of nine-thousand four hundred sixty five dollars and no cents (\$9,465). However, both bids were extremely close and both responding parties possess sufficient experience to complete the project as proposed. The Beckwith Group demonstrates the ability to bring more resources to the project, at a competitive price, which is within budget.

FISCAL IMPACTS

Funds are available in the 1998 budget for this portion of the project.

RECOMMENDATION

The attached consultant services contract has been reviewed and approved by Legal Counsel. I recommend Council move to approve award and execution of the Consultant Services Contract for a Municipal Facilities Space Needs Analysis and Master Plan to the Beckwith Consulting group, for the price quotation proposal amount of ten thousand dollars and no cents (\$10,000).

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the Beckwith Consulting Group organized under the laws of the State of Washington, located and doing business at PO Box 162 Medina, Washington, 98039 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the municipal facilities space needs analysis 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 August 7, 1998, 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 Ten Thousand dollars and zero cents (\$10,000.00) 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 billing rates shall be as described in Exhibit B.

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 ninety (90) 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.

XIII. 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: _____
Its Principal

By: _____
Mayor

Notices to be sent to:

Mr. Tom Beckwith AICP
The Beckwith Consulting Group
PO Box 162
Medina, WA 98039

Mr. Mark Hoppen
City Administrator
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

ATTACHMENT "A"

Gantt Chart

Gig Harbor Municipal Facilities Master Plan

Project Planner/Programmer - Tom Beckwith AICP

| Architect - Jim Merritt AIA

| | Justice Facilities Planner - Jim McClaren

| | |

| | | time in weeks 1 labor labor mtl & total

| Start process | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 0 | hrs | cost | mtls & expens | total cost |
|--|-------|---|---|---|---|---|---|---|---|---|---|-----|---------|---------------|------------|
| 1 Review scope of work w/Committee/Council | X | | O | | | | | | | | | 2 | \$150 | \$0 | \$150 |
| Determine facility requirements | | | | | | | | | | | | | | | |
| 2 Interview department directors | X X X | | O | | | | | | | | | 6 | \$450 | \$0 | \$450 |
| 3 Project facility space requirements | X X X | | | | | | | | | | | 16 | \$1,200 | \$0 | \$1,200 |
| 4 Conduct adjacency workshop | X X X | | | | | O | | | | | | 2 | \$150 | \$0 | \$150 |
| 5 Review requirements w/Committee/Council | X | | | | | O | | | | | | 2 | \$150 | \$0 | \$150 |
| Assess site alternatives | | | | | | | | | | | | | | | |
| 6 Assess alternative site costs/issues | X X X | | | | | | | | | | | 20 | \$1,500 | \$75 | \$1,575 |
| 7 Review assessments w/Committee/Council | X X | | | | | O | | | | | | 2 | \$150 | \$0 | \$150 |
| Create master plans | | | | | | | | | | | | | | | |
| 8 Create alternative development scenarios | X X X | | | | | | | | | | | 32 | \$2,400 | \$0 | \$2,400 |
| 9 Review scenarios w/Committee/Council | X X | | | | | | | | O | | | 4 | \$300 | \$0 | \$300 |
| 10 Review scenarios with public | X | | | | | | | | O | | | 4 | \$300 | \$100 | \$400 |
| Develop financial strategy | | | | | | | | | | | | | | | |
| 11 Develop PVLCC/financing strategies | X X X | | | | | | | | | | | 20 | \$1,500 | \$0 | \$1,500 |
| 12 Review strategies w/Committee/Council | X X | | | | | | | | O | | | 2 | \$150 | \$0 | \$150 |
| 13 Test plan/financials w/public | X | | | | | | | | | | | | | | optional |
| Document recommendations | | | | | | | | | | | | | | | |
| 14 Edit/publish planning documents | X X | | | | | | | | | | | 12 | \$900 | \$325 | \$1,225 |
| 15 Present plan to Council for action | X | | | | | | | | | | O | 2 | \$150 | \$50 | \$200 |
| Project budget | | | | | | | | | | | | 126 | \$9,450 | \$550 | \$10,000 |

Assumptions by task number in basic budget estimate

- 3 We will leave behind disk copies of requirements database.
- 11 We will leave behind disk copies of PVLCC model and template.
- 13 Budget includes 10 copies of technical report and 25 copies of summary report.

Tasks of work

Following is a brief description of the work tasks outlined on the gantt chart on the facing page:

1: Review scope of work with Committee and Council

We (the Project Manager and consultant) will jointly review the proposed scope of work including tasks, schedules, budgets, products, and other particulars with the Facilities Committee and/or City Council during a workshop review session. Committee/Council members will review and validate the program of work - and identify any special issues, questions, problems, or opportunities they would like to see resolved during the course of work.

Determine facility requirements

2: Interview department directors

We will interview department directors, managers, and key staff to collect and evaluate the following information:

- department workload indicators - including level-of-service (LOS) standards, service areas, and expected annexation or extra service area impacts,
- staff requirements - including status and skill compositions (full-time/part-time, permanent/seasonal, hired/consultant, day/night) necessary to support increasing population service levels (that correspond to 6, 10, and 20 year forecast periods - and projected urban growth area capacity buildout),
- space requirements - by office and workstation (private and open), support services (reception, files, storage, reproduction and equipment), and special purpose activities (conference and lounge),
- space standards - by employee skill or function and for unique classifications,
- desired space adjacencies - with other departments, support spaces, special space activities, and/or other building, site or floor features (parking, loading, public reception or other areas), and
- the extent to which nonbuilding solutions - may be applied to space requirements as a result of:
 - hoteling - where staff schedule office or conference space on a reservation basis to coincide with their in-office time schedules,
 - telecommuting - where staff work off-site using e-mail, network, and other electronic connections rather than on-site workstations,
 - teleconferencing - where staff conduct conferences with other employees using telecommunications equipment rather than in-office spaces, or
 - other innovation.

We will enter the results of the interviews into a database worksheet projecting staff by section, skill level, and work space standard to determine the net square footage requirements for each department over the projection periods. We will

also analyze and project space savings possible from the application of systems furnishing concepts in appropriate agency open office work areas and functions.

3: Project facility space requirements

Based on the results of task 2, we will project future facility space requirements by service area or urban growth area population increments from 4,100 persons (in 1998) to the long range planning periods (by 2017) to the ultimate capacity of the urban growth area. The projections will include:

- workload requirements - by department including existing and proposed level-of-service (E/PLOS) standards,
- staff and equipment needs - accounting for building and nonbuilding solutions,
- building space needs - including specialized facility requirements and functional relationships,
- special area needs - including sketch plan examples illustrating the size, location, and environmental requirements of unique spaces such as computer rooms or environments, hearing or presentation rooms, public exhibition or reception areas, libraries, storage areas, and the like,
- supporting building or site improvements - including special storage, shop, parking, or loading areas, and
- pre-architectural or performance guidelines - defining general and special performance standards for different types of building space environments in relation to:
 - configuration including floorplates, bay spans, and sizes,
 - mechanical and electrical,
 - structural floor loads,
 - acoustics, and
 - telecommunications links.

4: Conduct workshop on adjacencies

We will conduct a 'gaming' or planning charrette with department directors, managers, and key staff. The participants will manipulate a series of schematic representations of each department's critical space features using the results elicited in tasks 2-3. The gaming sessions will determine the reasons behind each department's adjacency preferences and any other locational considerations.

We will develop the results of the charrette into a series of schematic drawings illustrating the ideal location of each department or section within an overall, ideal context were there no limitations affected by building constraints. This idealized cluster diagram will become the benchmark by which we organize departments into alternative building schemes.

5: Review space/adjacency requirements with Committee and Council

We will review the inventory, staff and space standards, adjacency requirements, nonbuilding solutions, and net square footage facility requirements for each department and special purpose activity with the Committee and/or City Council at workshop sessions.

Committee/Council members will evaluate forecast consequences and resolve a final staffing, adjacency, furnishing, nonbuilding, and facility space requirements forecast to be used in subsequent planning tasks.

Assess site alternatives

6: Assess alternative site capabilities/costs/benefits

We will evaluate each site alternative concerning:

- environmental limitations - including traffic and other SEPA issues,
- zoning and building allowances - including adherence to proposed land use and design objectives,
- neighborhood compatibility - including the impact on and from adjacent land uses due to activities, traffic, light and shadow patterns, noise, and/or aesthetic characteristics,
- functional capabilities - including the ability to develop the site in accordance with facility and adjacency requirements,
- operating costs - including possible differences in staff and equipment between consolidated or multiple sites or building floor configurations,
- land acquisition and development costs - for direct and indirect variables, and
- opportunity cost/benefits - possible due to co-location or joint venture development prospects.

Using the assessment information, we will score each site in accordance with a matrix of site benefits/impacts - including the following probable factors:

- staff productivity and efficiency,
- public access and convenience,
- conformity with city land use plans and opportunities,
- impact on the local real estate market,
- impact on probable/potential service area annexations, and
- any other factors important or relevant to alternative evaluations.

7: Review assessments with Committee and Council

We will review the results of the alternative site assessments with the Committee and/or City Council at workshop sessions. The Committee/Council members will review all site alternatives and select a short list of preferred properties for further plan development.

Create facility plans

8: Create alternative development scenarios

We will develop alternative development scenarios that are appropriate to the results of task 7 including options which may utilize existing city buildings and properties and/or options which may vacate, sell or lease and build new facilities in new locations including the Henderson Bay School site. Each alternative facility development plan will include:

- property plans - including boundaries of any proposed purchases - and the disposition of any remaining facilities or sites,
- diagrammatic space schematics - or block diagrams showing departmental locations, sizes and relationships with other departments or special purpose spaces,
- building envelope studies - including layouts for major remodeling of existing buildings or schematic drawings for construction of new facilities depicting typical floor plans, elevations, and sections,
- architectural designs - illustrating building elevations, facades, and perspectives under buildout development conditions and in accordance with city design guidelines,
- site plans - including required improvements for public assembly spaces, pedestrian streetscapes, staff parking and access, public parking, and transit,

- urban designs - illustrating roadway, sidewalk, trail, street trees, gateways, landscaping, furnishings, and other improvements,
- infrastructure requirements - including the location of any existing and required sewer, water, power, and other services, and
- illustrative drawings - including example orthographic and other birds eye views portraying the ultimate developed appearance of the site and adjacent properties for public review purposes.

The alternative development plans will provide for all facility needs appropriate to the study including administrative office, courts, holding cells, police, park, and public works. The alternative facility plans will also consider building space for any co-located tenants or joint venture development uses.

9: Review alternative scenarios with Committee and Council

We will review and critique the alternative facility development plans and scoring matrix with the Committee and/or City Council at workshop sessions. Committee/Council members will screen the alternatives and provide instructions for a narrowing or refinement of plan options.

10: Review alternative scenarios with public

The Committee will host, and we will jointly help organize and conduct a public forum with city staff, interested co-location tenants, property owners and merchants, interested developers, and other members of the public on the alternative facility development scenarios.

We will display the alternative facility development scenarios, environmental checklists, and criteria matrix scores on the meeting room walls where forum participants may review the contents in a self-guided tour format. We will circulate throughout the meeting room during the introductory phase of the meeting to answer questions and record specific comments, criticisms, or suggestions.

During the formal portion of the meeting, we will help the Committee present the final alternatives, costs/benefits, and other considerations to the forum participants.

Develop financing strategy

11: Develop PVLCC/financing strategy for preferred plan

Development and life-cycle costs - we will develop detailed estimates of all direct and indirect development and life-cycle cost variables including:

- land values including the results of any sales, leases or purchases,
- site improvements,
- building remodeling or constructions,
- furnishings including built-in equipment, systems furniture, and other equipment,
- design, engineering and construction administration or management fees and contingencies,
- permit and approval fees and taxes including any title search, insurance or legal fees.
- financing including any bond or interest charges and returns,
- annual operating expenses, maintenance, and management budgets,
- project time schedules from start to occupancy,
- any estimated builder or developer fees, profits or incomes appropriate, and

- short and long term economic building life (residual value) and depreciation schedules.

Alternative funding sources - we will develop and analyze cumulative and present value life cycle cost (PVLCC) totals, and annual cash flow requirements necessary to cover all occupancy costs including operating, maintenance and repair, management, and other incidentals of the following alternative funding sources:

- councilmanic bonds,
- general obligation bonds,
- revenue bonds,
- non or limited profit capital, and/or
- private capital combinations.

Cost/benefit comparison - we will compare the occupancy costs being incurred on an annual basis under present practices, including any staff or operational inefficiencies or unproductivities - with the projected costs and efficiencies possible under the preferred plan scenario.

Staff to building cost ratios - we will also project the cost/investment ratios realized initially and over the financing period to illustrate to Council and the public which factors are most important in an investment and productivity context - staff or furnishings or buildings using the cost particulars identified in the above analysis.

12: Review PVLCC/financing strategies with Committee and Council

We review the PVLCC analysis and financing strategies with the Committee and/or City Council at workshop sessions. We will compare and evaluate financial alternatives including:

- short versus long range financial returns,
- impacts on categorical funds utilization including general revenue and utility funds accounts, and
- impact on debt capacity issues including allocation of revenue and discretionary funds incomes.

Committee/Council members will review and verify all analytical assumptions including building life, costs, depreciation schedules, residual values, operating costs, and like variables. Committee/Council members will consider the short and long term justifications and select financing strategies to be tested with the public.

13: Test plan proposals and financial strategies with public - optional

As an option, we could design and conduct a telephone questionnaire of a random sample of registered voter households. We would develop and mail to each participating household a summary copy of the key plan and strategy options along with a written copy of the survey prior to the telephone call.

In the survey, we could ask the respondents their desires concerning the proposed building locations, contents, designs, financing options, and other choices. We could also ask the respondents what impact different choices may have on their support for different financing strategies - including bonds.

The results will provide a statistically valid method of determining public support for different plan concepts and strategies during subsequent plan review and adoption proceedings.

Note - we had considerable success with this approach in determining likely voter responses to a proposed bond for a new city hall and police station project in Bothell; to balancing the operating budget in Mountlake Terrace; and for downtown revitalization programs in Bellingham and Renton. The telephone survey provided city officials clear indications of the levels of support city residents would have to alternative plan and financing strategies, and the impact the projects would have on city economic prospects.

Document program recommendations

14: Edit/publish facility planning documents

Based on the results of task 12-13, we will compile and edit the following documents:

- a brochure - illustrating the preferred site, plan, cost, financing, and other implementation particulars,
- a technical report - with appendices documenting the results of the planning process including facility requirements, special area sketches, performance specifications, alternative sites, site assessments, evaluation matrices including SEPA checklists, life-cycle cost assumptions, and cash flow projections, and
- one-of-a-kind illustrative - site, building, perspectives for public presentations and reviews.

The brochure may be of 11x17 inch folded format, 2 sided copying, with color graphics. The technical report will be of 8.5x11 inch format, 2 sided copying, with black and white graphics, and spiral comb binding.

15: Present facility plan to Council for action

The Committee, with our assistance, will make a formal presentation of the preferred space, facility, and financial plan particulars to the City Council at a regular session to initiate the adoption and implementation process.



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 *Wes Hill*
SUBJECT: KIMBALL PLACE PROFESSIONAL BUSINESS PARK EASEMENT
DATE: SEPTEMBER 23, 1998

INTRODUCTION/BACKGROUND

On July 22, 1996, under City Resolution 476, the Council conditionally approved a site plan for two professional office buildings located at 6565 Kimball Drive. Condition No. 22 of the approval required, at a minimum, that the development dedicate an easement for future construction and maintenance of a signal at the driveway entrance from Kimball Drive. The driveway is located opposite an entrance to the Pierce Transit Park and Ride.

The attached agreement provides a 10-ft. by 10-ft. easement on the exit side of the driveway, and is consistent with the intent of Condition No. 22.

Council approval of the easement agreement is being requested.

POLICY/FISCAL CONSIDERATIONS

This easement does not impose any financial obligations on the City.

RECOMMENDATION

I recommend Council accept the attached easement agreement.

EASEMENT AGREEMENT

THIS INSTRUMENT, executed this date by and between the City of Gig Harbor, a Washington municipal corporation (the "City" herein), and Fred and Dorothy Stroh, as the owners of the within-described property (the "Owners" herein):

WITNESSETH:

WHEREAS, Owners own a fee simple and/or have a substantial beneficial interest in the following real property, commonly known as 6565 Kimball Drive, Gig Harbor, Washington 98335, and legally described as follows (the "Property" herein):

See Exhibit "A" attached.

WHEREAS, the City desires an easement for the purpose of monitoring, inspecting, maintaining, operating, improving, repairing, constructing, and reconstructing a traffic signal. **NOW, THEREFORE**, the parties hereby agree as follows:

In consideration of one dollar (\$1.00), receipt of which is hereby acknowledged, Owners hereby convey and warrant to the City, a perpetual, nonexclusive easement, under, over, through and across the Property, for the purposes of monitoring, inspecting, maintaining, improving, repairing, constructing, and reconstructing a traffic signal, which easement (the "Easement" herein) is legally described as follows:

See Exhibit "B" attached.

This Easement is subject to and conditioned upon the following terms and covenants, which both parties promise to faithfully and fully observe and perform:

1. **Responsibility to Repair Damage.** The City shall, upon completion of any work within the Property covered by the easement, restore the surface of the Easement, and any improvements on the Property not owned by the City, disturbed, damaged or destroyed during execution of the work, as nearly as practicable to the condition they were in immediately before commencement of the work or entry by the City. However, the City shall not be required to restore any such improvements installed and/or constructed on the Easement by the Owners subsequent to execution of this Easement Agreement, and as otherwise provided in paragraph "2" below.

2. **Limitations on Owners.** The Owners shall retain the right to use the surface of the Easement. However, the Owners shall not directly or indirectly have the right to:

- A. Erect or install, or cause to be erected or installed, any buildings, structures, pavement, or facilities within the Easement; or

- B. Plant, or cause to be planted, any additional trees, shrubs, or vegetation with deep root patterns which may cause damage to or interfere with the drainage system located within the Easement; or
- C. Develop, landscape, or beautify, or cause to be developed, landscaped, or beautified, the Easement area in any way that would reasonably increase the costs to the City of restoring the Easement or restoring any Owner-caused or Owner-authorized improvements therein; or
- D. Grant any additional or subsequent easement inconsistent with the rights of the City as granted herein. The City shall make the final determination whether any proposed subsequent easement is consistent with the City's Easement.

3. **Notice of Entry.** The Owners, their successors and assigns, shall allow access to the Easement by the City, without the City having to give prior notice of its intent to access the Easement.

4. **Indemnification, Hold Harmless.** The Owners hereby release, covenant not to bring suit and agree to indemnify, defend and hold harmless the City, its officers, officials, employees, agents and representatives from any and all claims, costs, judgments, losses or suits including attorneys' fees, awards or liabilities to any person arising out of or in connection with this Easement, except for injuries or damages caused by the sole negligence of the City.

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 Owners and the City, its officers, officials, employees, agents and representatives, the Owners' liability hereunder shall be only to the extent of the Owners' negligence.

The provisions of this section shall survive the termination of this Easement.

5. **Dispute Resolution and Attorneys Fees.** If any dispute arises between the Owners and the City under any of the provisions of this Easement which cannot be resolved by agreement of the parties, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. The Easement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party of any such litigation shall be entitled to recover its reasonable attorneys' fees and costs, including any expert witness fees.

6. **Waiver.** No waiver by either party of any term or condition of this Easement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Easement.

7. **Merger.** This Easement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Easement and no prior agreements shall be effective for any purpose.

8. **Severability.** If any of the provisions contained in this Easement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9. **Easement Binding on Successors and Assigns.** This instrument shall be recorded in the records of the Pierce County Auditor at the expense of the Owners and shall inure to the benefit of and be binding upon the Owners, its legal representatives, assigns, heirs and all owners of an after-acquired interest in the Property, and their successors and assigns.

DATED this _____ day of ~~June~~, 1998.

CITY OF GIG HARBOR:


OWNERS:

By: _____
Its _____



FREDERICK STROH

ATTEST:



DOROTHY STROH

City Clerk

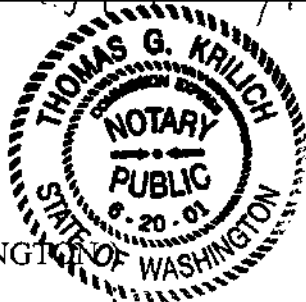
APPROVED AS TO FORM:
Office of the City Attorney

STATE OF WASHINGTON)

COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Frederick Stroh is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: August 18, 1998



Thomas G. Krilich

NOTARY PUBLIC in and for the State of Washington, residing at TACOMA
My Commission Expires: 6-20-01

STATE OF WASHINGTON)

COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Dorothy Stroh is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: August 18, 1998



Thomas G. Krilich

NOTARY PUBLIC in and for the State of Washington, residing at TACOMA
My Commission Expires: 6-20-01

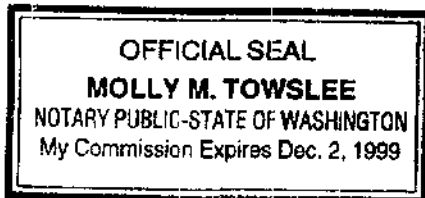
STATE OF WASHINGTON)

: ss

COUNTY OF PIERCE)

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

DATED 8/25/98



Molly M Towslee
NOTARY PUBLIC in and for the State
of Washington, residing at Gig Harbor
My Commission Expires: 12/2/99

EXHIBIT A

Legal Description

All that portion of Government Lot 10 (amended Military Reservation) in Section 8, Township 21 North, Range 2 East of the W.M., lying Northeasterly of Tacoma Lake Cushman Power Line right of way;

AND

The West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 8, Township 21 North, Range 2 East of the W.M.;

EXCEPT roads;

AND EXCEPT that portion condemned in Pierce County Superior Court Cause No. 205540 for road;

AND EXCEPT the Southerly five acres being more particularly described as follows:

Beginning at the South $\frac{1}{4}$ corner of Section 8, Township 21 North, Range 2 East, W.M., being a brass monument;

thence North $88^{\circ}46'21''$ West along the South line of the Southwest $\frac{1}{4}$ of said Section 8 for a distance of 993.45 feet to the East line of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 8;

thence North $02^{\circ}23'03''$ East along said West line for a distance of 29.92 feet to the Northerly right of way line of 64th Street Northwest (also known as Hunt Street) and the true point of beginning of this five acre parcel description;

thence continuing long said West line North $02^{\circ}23'03''$ East for a distance of 369.95 feet;

thence North $88^{\circ}46'21''$ West parallel along with the South line of the Southwest $\frac{1}{4}$ of said Section 8 for a distance of 706.93 feet to the Easterly right of way line of Kimball Drive Northwest;

thence along said right of way the following courses and distances South $29^{\circ}35'12''$ East for a distance of 334.11 feet;

thence on a curve to the left having a radius of 170.00 feet, through a central angle of $59^{\circ}11'06''$ for an arc length of 175.61 feet;

thence South $88^{\circ}45'55''$ East for a distance of 51.14 feet;

thence South $88^{\circ}46'38''$ East for a distance of 331.17 feet to the true point of beginning and the terminus point of this five acre parcel description;

Situate in the City of Gig Harbor, County of Pierce, State of Washington.

EXHIBIT B

Legal Description

An area not to exceed 10' by 10' near the Western border of the following described property North of and adjacent to the entrance to the existing private driveway off Kimball Drive in the Southwest corner thereof.

All that portion of Government Lot 10 (amended Military Reservation) in Section 8, Township 21 North, Range 2 East of the W.M., lying Northeasterly of Tacoma Lake Cushman Power Line right of way;

AND

The West ½ of the Southwest ¼ of the Southeast ¼ of the Southwest ¼ of Section 8, Township 21 North, Range 2 East of the W.M.;

EXCEPT roads;

AND EXCEPT that portion condemned in Pierce County Superior Court Cause No. 205540 for road;

AND EXCEPT the Southerly five acres being more particularly described as follows:

Beginning at the South ¼ corner of Section 8, Township 21 North, Range 2 East, W.M., being a brass monument;

thence North 88°46'21" West along the South line of the Southwest ¼ of said Section 8 for a distance of 993.45 feet to the East line of the West ½ of the Southwest ¼ of the Southeast ¼ of the Southwest ¼ of said Section 8;

thence North 02°23'03" East along said West line for a distance of 29.92 feet to the Northerly right of way line of 64th Street Northwest (also known as Hunt Street) and the true point of beginning of this five acre parcel description;

thence continuing long said West line North 02°23'03" East for a distance of 369.95 feet;

thence North 88°46'21" West parallel along with the South line of the Southwest ¼ of said Section 8 for a distance of 706.93 feet to the Easterly right of way line of Kimball Drive

Northwest;

thence along said right of way the following courses and distances South 29°35'12" East for a distance of 334.11 feet;

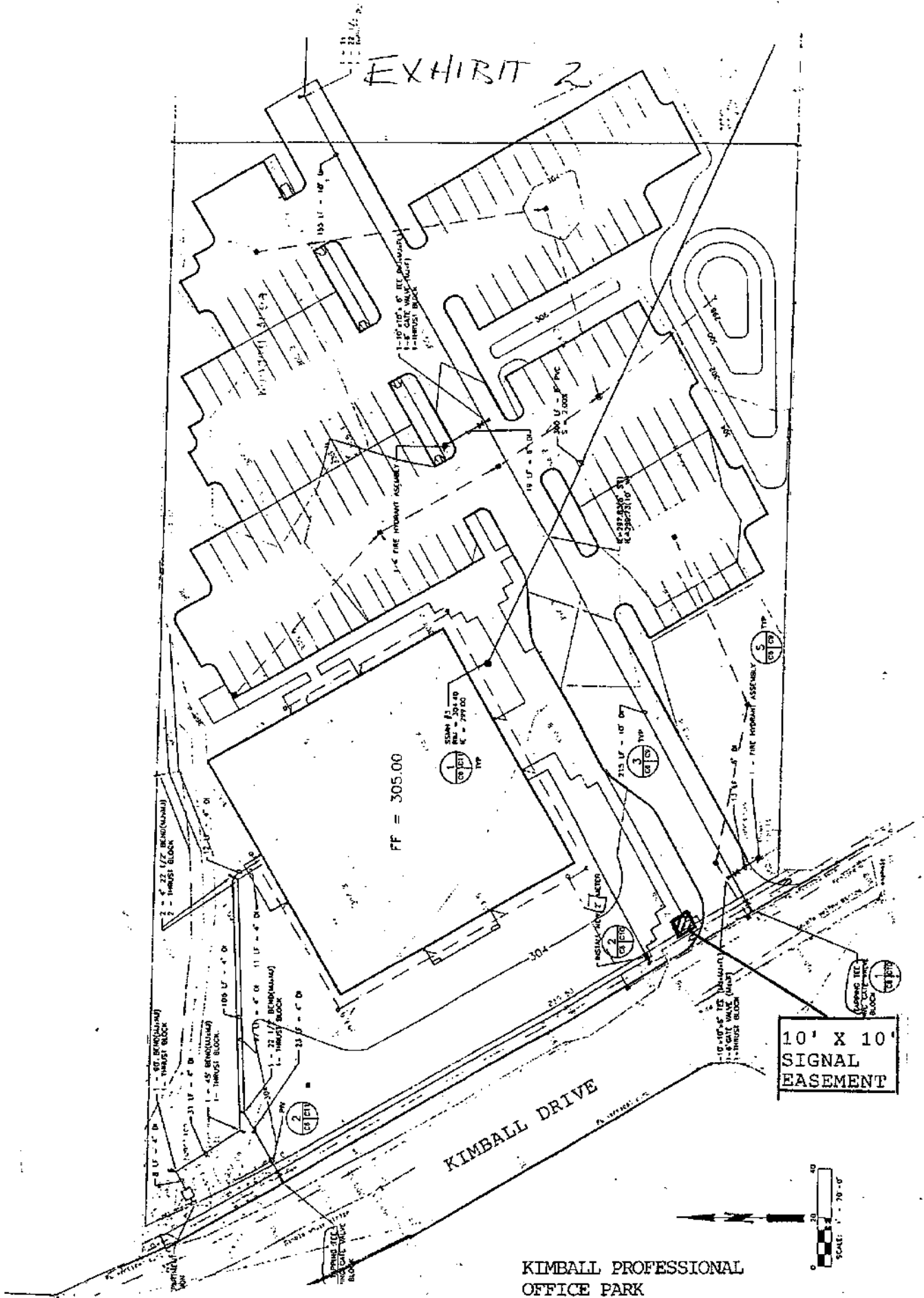
thence on a curve to the left having a radius of 170.00 feet, through a central angle of 59°11'06" for an arc length of 175.61 feet;

thence South 88°45'55" East for a distance of 51.14 feet;

thence South 88°46'38" East for a distance of 331.17 feet to the true point of beginning; and the terminus point of this five acre parcel description;

Situate in the City of Gig Harbor, County of Pierce, State of Washington.

EXHIBIT 2



FF = 305.00

KIMBALL DRIVE

10' X 10'
SIGNAL
EASEMENT

KIMBALL PROFESSIONAL
OFFICE PARK





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: AUGUST INFORMATION FROM PD
DATE: SEPTEMBER 15, 1998

The August 1998 activity statistics are attached for your review.

The Reserves provided 204.5 hours of service in August. This included 153.5 hours of patrol time, 47 hours administrative duties, and 4 hours of training. Reserves assisted with the homicide crime scene and Explorer training during the past month. We have three possible Reserve candidates currently attending the Reserve officer Academy. Those that graduate will be evaluated to determine if they will join the department later in the year.

The Marine Services Unit worked 93.5 hours in August. This included 83 hours of patrol time, 1 hour of training, 3.5 hours of maintenance, and 6 hours of administrative duties. The officers took 8 dispatched calls, performed 17 inspections, and provided 10 boater assists. MSU also assisted the treatment plant personnel with water measurements and conducted one overnight crime prevention patrol along the length of the bay.

The Explorers contributed 538 hours in August. This included 432 hours at the Summer Academy, 46 hours of regular meetings, and 60 hours of ride-alongs. Two new Explorers joined the post in August.

We trained one more officer for bike patrol duties in August. This allowed us to put a bike out at night. This paid immediate dividends when the night bike patrol located a shoplift vehicle that couldn't be found by a patrol car, arrived at a business alarm before it was called in, and contacted several suspicious people all in the first three hours of patrol.



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GIG HARBOR POLICE DEPARTMENT

MONTHLY ACTIVITY REPORT

August 1998

| | <u>AUG</u> <u>1998</u> | <u>YTD</u> <u>1998</u> | <u>YTD</u> <u>1997</u> | <u>%chg to</u> <u>1997</u> |
|---------------------------------|---------------------------|---------------------------|---------------------------|-------------------------------|
| CALLS FOR SERVICE | <u>439</u> | <u>3352</u> | <u>2665</u> | <u>+ 25</u> |
| CRIMINAL TRAFFIC | <u>24</u> | <u>176</u> | <u>110</u> | <u>+ 60</u> |
| TRAFFIC INFRACTIONS | <u>92</u> | <u>718</u> | <u>387</u> | <u>+ 85</u> |
| DUI ARRESTS | <u>15</u> | <u>79</u> | <u>36</u> | <u>+ 119</u> |
| FELONY ARRESTS | <u>11</u> | <u>55</u> | <u>48</u> | <u>+ 14</u> |
| MISDEMEANOR ARRESTS | <u>20</u> | <u>122</u> | <u>103</u> | <u>+ 18</u> |
| WARRANT ARRESTS | <u>8</u> | <u>78</u> | <u>33</u> | <u>+ 136</u> |
| CASE REPORTS | <u>124</u> | <u>928</u> | <u>733</u> | <u>+ 26</u> |
| REPORTABLE VEHICLE ACCIDENTS | <u>13</u> | <u>108</u> | <u>98</u> | <u>+ 10</u> |