

**GIG HARBOR
CITY COUNCIL MEETING**



August 25, 1997

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

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING

August 25, 1997 - 7:00 p.m.

CALL TO ORDER:

APPROVAL OF MINUTES:

CORRESPONDENCE / PROCLAMATIONS:

OLD BUSINESS:

1. Second Reading of Ordinance - Harbor Code Revision.
2. Termination of Sewer Moratorium
3. East Gig Harbor Annexation - Motion to Consider
4. Chapel Hill PUD - Street Acceptance

NEW BUSINESS:

1. Emergency Ordinance Amending Gambling Taxes
2. Emergency Response Mutual Aid Agreement
3. Pioneer Park - Rotary Project
4. First Reading - Amendment to Sewer Extension Ordinance
5. Avalon Woods - Request for Dedication
6. WWTP Expansion Project - Contract Closure
7. Pavement Marking - Contract Award
8. Jerisich Dock Improvement Project - DNR Lease

PUBLIC COMMENT/DISCUSSION:

MAYOR'S REPORT: Gig Harbor's Own Song Benefits FISH

COUNCIL COMMENTS:

STAFF REPORTS:

ANNOUNCEMENTS OF OTHER MEETINGS:

APPROVAL OF BILLS:

EXECUTIVE SESSION: For the purpose of discussing litigation, potential litigation, and property acquisition.

ADJOURN:

DRAFT

REGULAR GIG HARBOR CITY COUNCIL MEETING OF AUGUST 11, 1997

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

CALL TO ORDER: 7:00 p.m.

APPROVAL OF MINUTES:

MOTION: Move approval of the minutes of the July 28, 1997 as presented.
Owel/Picinich - unanimously approved.

CORRESPONDENCE/PROCLAMATIONS:

None

OLD BUSINESS:

None

NEW BUSINESS:

1. **Waste Action Project - Consent Decree.** Carol Morris, City Attorney, explained the consent decree to settle the Clean Water Act citizen suit brought by the Waste Action Project. The Council needed to ratify the Mayor's signature on the decree of July 31, 1997. Ms. Morris further explained that the decree had been filed in Federal Court and that it takes 45 days for the court to review and approve it.

Councilmember Picinich asked if the additional water quality testing was a part of the decree. Ms. Morris pointed out that it was in Exhibit B.

MOTION: Move to ratify the consent decree of July 31, 1997.
Picinich/Owel - unanimously approved.

2. **First Reading - Ordinance Harbor Code Revision.** Mark Hoppen, City Administrator, gave a brief overview of the Harbor Code and how it will provide for better enforcement on Gig Harbor Bay as was discussed at the Council retreat. City Attorney Carol Morris outlined an addition of the definition of a buoy to the ordinance as proposed by the Police Chief. Councilmember Platt requested further clarification of section 8.24.022 and the number of mooring buoys per residence. Ms. Morris stated that this also had been pointed out by the Police Chief and that a reflection of what is in state law will be reflected in the ordinance. Councilmember Platt also asked about mooring platforms. Mr. Hoppen answered that they

are defined has obstructions and they would be removed.

Dick Allen, 3603 Ross Ave. - Mr. Allen asked what the basis for this ordinance was, was it generated by staff or neighborhood concerns. Mr. Hoppen gave an account of the events and meetings with the Department of Natural Resources, Law Enforcement and members of the marine community that led to this ordinance. Mr. Allen asked what the relationship would be between the Shoreline Master Program and this document and pointed out that there were two different definitions for a houseboat. It was agreed that the two definitions of a houseboat should be consistent. Mr. Hoppen further stated that an analysis of the two documents and their relationship would be completed prior to second reading.

3. Request for consideration to Annex (10% Petition) - East Gig Harbor - Ray Gilmore, Planning Director gave a short explanation of the annexation process and the area of East Gig Harbor. Councilmember Picinich expressed how glad he was to see this annexation come forward.

Terry Hanley - 7815 Goodman Dr. NW - President-Elect of the East Gig Harbor Improvement Association. Mr. Hanley stated that they would do their best to acquire the needed 60% signatures.

Michael Irwin - 8305 Goodman Dr. NW - Mr. Irwin spoke for those who were not in agreement with the annexation. He expressed a concern for higher taxes, denser development, and for an opportunity for a dialogue on the subject of annexation. He also stated that the group he represented would prefer an election methodology. Mr. Hoppen addressed the issue of city debt and pointed out that the city tax debt is on the whole less than in the county. Mr. Hoppen also stated that he had been invited to several neighborhood meetings which provided for dialogue and that the city was not initiating this action. Mr. Irwin further stated that he would like the City Council to consider the election method as they did with the Westside Annexation. Councilmember Owel explained that the election method was very expensive and that the demographics on the Westside were very different from East Gig Harbor and that she wanted to let them know that whatever the method chosen, there are still several opportunities for everyone to express their views.

MOTION: Motion to accept the petition for annexation and to proceed with the direct petition method.

Owel/Picinich - unanimously approved.

4. Contract for Consultant Services - Post Annexation Census. - Ray Gilmore, Planning Director explained the contract to conduct a Post Annexation Census of Gig Harbor North and the Westside. He further stated Robert Scribner's qualifications. Councilmember Platt asked legal counsel about the city's ability to choose someone who was not the lowest bidder.

City Attorney Carol Morris verified that the requirements for competitive bidding do not apply to professional service contracts, but that those requirements still allow you to choose the lowest responsible bidder.

MOTION: Move to enter into a contract with Robert Scribner for \$21,697.
Owel/Platt - unanimously approved.

5. NPDES Effluent Mixing Study, Water Quality and Sediment Monitoring - Amendment to Consultant Services Contract - Public Works Director, Wes Hill, explained the increase in the contract with Gray & Osborne and the requirements of the consent decree which require us to add nine additional testing events during the course of their contract. This is an increase of \$41,588 for a total contract amount of \$91,288. Mr. Hill handed out a detail of the scope of items which are part of the NPDES permit. Councilmember Platt asked about the feasibility of having our own lab for this kind of work. Mr. Hill indicated that the work is highly specialized. Councilmember Platt stated he would like to see a feasibility study with the possibility of leasing the lab technician services to other cities.

MOTION: Move to approve the contract with Gray & Osborne in the amount of \$41,588 with a total contract of \$91,288.
Picinich/Owel - unanimously approved.

6. Sewer Moratorium - City Administrator Mark Hoppen stated that he had received notification from the Southwest Region and the Northwest Region of Department of Ecology that we will be receiving our NPDES permit tomorrow morning. City Attorney Carol Morris explained that the City Council could move to lift the moratorium upon receipt of the NPDES Permit and also move that staff bring back an ordinance that would terminate the moratorium and ratify the motion. Councilmember Owel asked that staff prepare an information sheet for the public outlining the lifting of the moratorium and the associated possibilities.

MOTION: Move to lift the moratorium upon receipt of the NPDES Permit and direct staff to prepare an ordinance for same.
Picinich/Owel - unanimously approved.

PUBLIC COMMENT:

Bruce Rogers, 2804 Harborview Dr. - Mr. Rogers expressed his thanks for the work done on the street end of Harborview Drive.

MAYOR'S REPORT:

Westside Sub-Area Planning. Mayor Wilbert gave a brief report on the Westside Sub-Area Planning

group and that the members had been appointed and that Planning Director Ray Gilmore would be contacting those people and setting an agenda.

Honoring the Gig. Mayor Wilbert reported that Kae Paterson had contacted her in regards to bringing the Gig back to Gig Harbor for special events. Discussion followed regarding gratuitous moorage at Jerisich Park Dock for a historical/educational exhibit. Mark Hoppen stated that he would be attending a meeting next week with various groups who may be interested in assisting in the care and maintenance of the Gig.

COUNCIL COMMENTS:

Councilmember Owel stated that she would be attending a class next week on marine life.

STAFF REPORT:

None

ANNOUNCEMENT OF OTHER MEETINGS:

None

APPROVAL OF BILLS:

MOTION: Move approval of checks #18374 through #18376 and #18405 through #18499 in the amount of \$51,981.30.
Owel/Platt - unanimously approved.

APPROVAL OF PAYROLL:

MOTION: Move approval of payroll checks #14396 through #14538 in the amount of \$249,322.87.
Owel/Platt - unanimously approved.

EXECUTIVE SESSION:

MOTION: Move to adjourn to Executive Session at 8:10 p.m. for approximately 45 minutes for the purpose of discussing litigation, potential litigation, and property acquisition.
Picinich/Owel - unanimously approved.

MOTION: Move to return to regular session at 8:55 p.m.
Platt/Owel - unanimously approved.

MOTION: Move to hire the Real Estate Appraisal firm of Strickland, Heishman & Hoss Inc. at the estimated cost of \$4,500.00 for the appraisal of the Henderson Bay High School property.
Picinich/Platt - unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 9:00 p.m.
Platt/Owel - unanimously approved.

Cassette recorder utilized.
Tape 464 Side A 000 - 400.
Tape 464 Side B 000 - end.
Tape 465 Side A 000 - 150.

Mayor

City Clerk



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *Mark Hoppen*
SUBJECT: HARBOR CODE REVISION - SECOND READING OF ORDINANCE
DATE: AUGUST 13, 1997

INFORMATION/BACKGROUND

The attached ordinance is offered for second reading in order to repeal and replace Gig Harbor Municipal Code Chapter 8.24. This revised code contains enforceable definitions and actions to be taken by the Police Chief, who is defined as the Harbor Warden within the chapter. The ordinance presented does not include language relating to the defined navigation and anchorage areas or the length of vessel stay in the bay. *The revised ordinance from the first reading includes a definition of buoy, reconciles the definition of houseboat with the Shoreline Management provisions, and includes language relating to commercial buoys in Chapter 8.24.022.*

POLICY CONSIDERATIONS

The defined navigation and anchorage and length of stay provisions are important for the management of Gig Harbor Bay, but such language is not included in the attached ordinance because these issues require concurrence with Pierce County as long as two jurisdictions manage the bay. (Pierce County is currently working on a response to city concerns with respect to all these issues.) The ordinance as presented offers significant improvements in the city's ability to manage the bay within its jurisdiction.

FISCAL CONSIDERATIONS

Greater allocation of police time on Gig Harbor Bay may be the result of clarified enforcement capabilities.

RECOMMENDATION

Staff recommends approval of the ordinance at this reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO VESSELS AND ACTIVITIES IN GIG HARBOR BAY, REPEALING THE EXISTING HARBOR CODE CHAPTER 8.24 AND ADDING A NEW HARBOR CODE CHAPTER 8.24 TO THE GIG HARBOR MUNICIPAL CODE WITH ADDITIONAL DEFINITIONS, DESCRIPTIONS OF VIOLATIONS, PENALTIES AND PROCEDURES FOR IMPOUNDING AND AUCTIONING OF VESSELS UNDER CERTAIN LIMITED CIRCUMSTANCES.

WHEREAS, the existing Harbor Code (chapter 8.24 GHMC) authorizes the Harbor Warden to take certain actions to enforce the Code; and

WHEREAS, there are no explicit procedures in the existing Harbor Code to guide the Harbor Warden's enforcement of the Code, although the Harbor Warden may follow general procedures set forth in State statute; and

WHEREAS, the City Council determines that the Harbor Warden's responsibilities to enforce the Harbor Code can be more efficiently handled if the procedures are described and set forth in the City's Code; now, therefore,

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

Section 1. Chapter 8.24 of the Gig Harbor Municipal Code is hereby repealed.

Section 2. A new Chapter 8.24 is hereby added to the Gig Harbor Municipal Code, to read as follows:

Chapter 8.24

HARBOR CODE

8.24.002	Application and Justification
8.24.004	Authorization
8.24.006	Definitions
8.24.008	Additional Definitions
8.24.010	Harbor Warden
8.24.012	Rules of the Road
8.24.014	Liability
8.24.016	Chapter 88.12 RCW Adopted by Reference
8.24.018	Chapter 352.60 WAC Adopted by Reference
8.24.020	Interference with Navigation
8.24.022	Mooring Buoys
8.24.024	Residential Use of Floating Homes Prohibited
8.24.026	Speed Regulations
8.24.028	Seaplanes
8.24.030	Removal of Obstructing Vessels
8.24.032	Sunken Vessels
8.24.034	Unseaworthy Craft
8.24.036	Impoundment Authority
8.24.038	Impoundment Procedures
8.24.040	Nuisances

8.24.002 Application and justification. The provisions of this chapter shall be applicable to all vessels and watercraft operating in the city limits of Gig Harbor Bay. This chapter may also be enforced in the area of Gig Harbor Bay within the jurisdiction of Pierce County, if the parties have executed an interlocal agreement for such enforcement. The provisions of this chapter shall be construed to supplement United States laws and state laws and regulations when not expressly inconsistent therewith, in the areas where the United States and state laws are applicable. To the extent that this chapter is inconsistent with federal or state laws and regulations, the federal and/or state laws shall control.

8.24.004 Authorization. The City, in the exercise of its police power, assumes control and jurisdiction over all waters within its limits, and such waters shall, for the purposes of this chapter, be known as "Gig Harbor Bay."

8.24.006 Definitions. The "Definitions" contained in RCW 88.12.010, as the same now exists or may hereafter be amended, are hereby adopted by reference, and the definitions set forth therein shall apply throughout this chapter.

8.24.008 Additional definitions. In addition to the definitions in RCW 88.12.010, the following definitions shall apply and have the meanings set forth below, except where the same shall be clearly contrary to or inconsistent with the context of the section in which used.

- A. "Buoy" means a small float moored in the water used to define a navigation channel, convey an official message, or provide temporary moorage for a vessel.
- B. "City" means the City of Gig Harbor.
- C. "Floating Home" means a building constructed on a float, used whole or in part for human habitation as a dwelling or business, and which is normally incapable of self-propulsion, and usually permanently moored, anchored, or otherwise secured, as distinguished from the mooring or anchoring of a vessel.
- D. "Moor" means a position where vessels or watercraft are affixed to devices or structures other than a vessel's parochial anchoring system.
- E. "Obstruction" means any vessel or watercraft or any matter which may in any way block, interfere with or endanger any vessel or watercraft or impede navigation, or which cannot comply with the Rules of the Road identified in GHMC Section 8.24.080.
- F. "Watercraft" means any contrivance used or capable of being used as a means of transportation on water. Cribs or piles, rafts of logs shall not be included in the terms "watercraft" or "vessel," but shall be included in the term "obstruction" when they shall be floating loose and not under any control or when under control and obstructing any navigable channel.

8.24.010 Harbor Warden. This chapter shall be enforced by the police chief, who shall be designated the Harbor Warden. It shall be the duty of the Harbor Warden, and his/her authorized designees, to:

A. Enforce the ordinances and regulations of the City upon the waters of the harbor and adjacent lands thereto, when the harbor is affected;

B. Maintain patrols in the harbor for the protection of life and property, including, but not limited to, the removal and disposition of drifting debris and nuisances from the waters of the harbor;

C. Investigate and report upon marine and maritime accidents in the harbor;

D. Coordinate all necessary functions in connection with search and rescue in the harbor;

E. Promulgate rules and regulations governing the use of the navigable portions of waterways; and

F. Remove, impound or sell any vessel, watercraft or obstruction anchored or moored in violation of this chapter deemed a public nuisance or a hazard to navigation or operated or afloat under conditions deemed unsafe for water transportation.

8.24.012 Rules of the Road. Except as otherwise specified in this chapter, vessels shall be subject to the International Regulations for Preventing Collisions at Sea, 1972, (72 COLREGS), Title 33, Code of Federal Regulations, part 81-72, Appendix A, as such rules are now or may hereafter be amended or adopted. Vessels engaged in a sanctioned or authorized race, log race, regatta or similar event, shall be subject to the applicable rules for such events, including, but not limited to, differing right-of-way rules.

8.24.014 Liability. Nothing contained in this chapter is intended to be nor shall be construed to create or form the basis for any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from the failure of any person or owner of a vessel, watercraft or obstruction, to comply with the provisions of this chapter, or by reason or in consequence of any notice, order, citation, permit, permission or approval authorized or issued or done in connection with the implementation or enforcement of this chapter, or by reason of any action or inaction on the part of the City related in any manner to the enforcement of this Code by its officers, employees or agents. Nothing in this chapter shall be construed so as to release any person owning or controlling any vessel, watercraft, pier, dock, obstruction or other structure, from any liability from damages, and the safeguards to life and property required by this chapter shall not be construed as relieving any person from installing and maintaining all other safeguards that may be required by law.

8.24.016 Chapter 88.12 RCW Adopted by Reference. Chapter 88.12 RCW, "Regulation of Recreational Vessels," as the same now exist or may hereafter be amended, is hereby adopted by reference.

8.24.018 Chapter 352-60 WAC Adopted by Reference. Chapter 352-60 WAC, "Boating Safety," as the same now exists or may be hereafter amended, is hereby adopted by reference.

8.24.020 Interference with Navigation. No person shall operate any watercraft or vessel on the water in a manner which shall unreasonably or unnecessarily interfere with other watercraft or vessels, or with the free and proper navigation of Gig Harbor Bay, or the launching of any watercraft or vessel at any public boat launching ramp.

8.24.022 Mooring Buoys. Mooring buoys are prohibited in Gig Harbor Bay where such buoys will interfere with customarily traveled routes for vessels. No more than one buoy may be installed for each ownership beyond extreme low water or line of navigability. However, ownerships exceeding 200 feet as measured along the shoreline may be permitted more installations on a case by case basis. The City's permission to install a mooring buoy shall not exempt a person from obtaining any and all necessary permits or permissions required by other government authorities. Nothing in this section shall be interpreted to be inconsistent with chapter 332-30 WAC, or any other state law, regulation or rule regarding the permitting of mooring buoys.

8.24.024 Residential Use of Floating Homes or Houseboats in Harbor Prohibited. It shall be unlawful to use a floating home or houseboat for residential purposes within Gig Harbor Bay.

8.24.026 Speed Regulations. Within the waters of Gig Harbor Bay, it shall be unlawful for any person to operate a vessel or watercraft, or to taxi a seaplane at a speed in excess of five (5) miles per hour, or at a slower speed that produces a damaging wake. Nothing in this section shall be construed as exempting any person from liability caused by wake action from operation of any vessel in Gig Harbor Bay.

8.24.028 Seaplanes. Seaplane operators are encouraged to take off and land in the area outside the mouth of Gig Harbor Bay and may taxi the seaplane into Gig Harbor Bay. However, seaplane takeoffs and landings are prohibited in the City's harbor except in emergency situations and where the pilot can maintain a minimum of 200 feet of lateral separation between the seaplane and other underway or anchored vessels while operating on the water.

8.24.030 Removal of Obstructing Vessels.

A. Acts Prohibited.

1. No person having charge of any vessel, watercraft or obstruction shall moor within Gig Harbor Bay, except at permitted residential moorage.

2. No person having charge of any vessel, watercraft or obstruction shall make the same fast to any buoy, pier or other structure owned by or under the control of the City, without first obtaining a permit from the City.

3. No person having charge of any towboat shall while towing any vessel, watercraft or obstruction, in any manner obstruct navigation in the Gig Harbor Bay.

B. Harbor Warden Authority. The Harbor Warden shall have the power to order the removal of:

1. Any vessel, watercraft or obstruction anchored or moored in Gig Harbor Bay, or made fast to any buoy, pier, dock or other structure owned by or under the authority and control of the City, in violation of this chapter; and

2. Any towboat and/or its tow obstructing navigation in the Gig Harbor Bay.

8.24.032 Sunken vessels. When any vessel or watercraft or obstruction is in danger of sinking, has been sunk or grounded, or has been delayed in such manner as to stop or seriously interfere with or endanger navigation, the Harbor Warden may order the same immediately removed. If the owner or other person in charge thereof, after being so ordered, does not proceed immediately with such removal, the Harbor Warden may take immediate possession thereof and remove the same. In so doing, the Harbor Warden shall use such methods as in the Harbor Warden's judgment will prevent unnecessary damage to such vessel or watercraft or obstruction, and the expense incurred by the Harbor Warden in such removal shall be paid by the owner of the vessel, watercraft or obstruction. In case of failure to pay, the City may maintain an action for the recovery of such costs.

8.24.034 Unseaworthy craft. It shall be unlawful for any person or owner of a vessel, watercraft or obstruction to tow into or move such vessel, watercraft or obstruction into Gig Harbor Bay, which prior to movement or tow:

A. has been used as a permanent place of abode and was not engaged in navigation under its own power within ninety (90) days; or

B. appears or exists in an unseaworthy condition, uses or needs support from another vessel or watercraft to remain afloat, or otherwise appears to lack the capacity for safe movement through and across navigable waters, other than the following: (a) barges or scows or disabled or buoyant aircraft in tow by a towage company authorized to do business in the state; (b) vessels or watercraft temporarily disabled by accident, collision, or other malfunction

but otherwise seaworthy and capable of safe movement, and (c) vessels, watercraft or obstructions being towed by or under the control of the Harbor Warden.

8.24.036 Impoundment Authority. The Harbor Warden may take immediate possession and/or impound and remove any vessel, watercraft or obstruction, when:

- A. the operator or person in charge of same reasonably appears incapable of safely operating the vessel, watercraft or obstruction;
- B. the operator or person in charge of same refuses or neglects to obey an order of the Harbor Warden to proceed from or to an area following a citation or in an emergency;
- C. the operator or person in charge operates a vessel, watercraft or obstruction in a negligent, reckless, or other manner so as to endanger the safety of others or to unreasonably interfere with the navigation of other watercraft and vessels, and the Harbor Warden believes such operation of the vessel, watercraft or obstruction would continue unless possession be taken of the same;
- D. the vessel, watercraft or obstruction appears unsafe for water transportation; or
- E. the vessel, watercraft or obstruction appears abandoned, and seventy-two (72) hours have elapsed after an order to remove the same has been given by the Harbor Warden as provided in Section 8.24.038(A).

8.24.038 Impound Procedures. The Harbor Warden shall implement the following procedures to impound any vessel, watercraft or obstruction under the authority provided in this chapter:

- A. Where immediate removal of the vessel, watercraft or obstruction is not required, the Harbor Warden shall attach a readily visible written notification to the vessel, watercraft or obstruction. The written notification shall contain the following information:
 - 1. the date and time the written notification was attached;
 - 2. a statement that if the vessel, watercraft or obstruction is not removed within seventy-two (72) hours from the time the written notification is attached, it will be taken into custody, moored and stored at the owner's expense;
 - 3. the address and telephone number where additional information may be obtained.

B. The Harbor Warden shall check the records to learn the identity of the last owner of record with the State of Washington. The Warden shall make a reasonable effort to contact the owner by telephone in order to give the owner the information on the written notification.

C. If the vessel, watercraft or obstruction is not removed within seventy-two (72) hours from the time the written notification is attached, or in those cases where immediate removal is appropriate (as described in this chapter), the Harbor Warden may take custody of the vessel, watercraft or obstruction and provide for the removal, mooring and/or storage to a place of safety.

D. All vessels, watercraft or obstructions shall be taken to the nearest mooring or storage location that has been inspected by the Police Department.

E. All vessels, watercraft or obstructions shall be handled and returned in substantially the same condition as they existed before being towed.

F. All personal belongings and contents in the vessel, watercraft or obstruction, with the exception of those items of personal property that are registered or titled with the Police Department, shall be kept intact, and shall be returned to the owner of the vessel, watercraft or obstruction during normal business hours and upon request and presentation of a driver's license or other sufficient identification. Personal belongings, with the exception of those items of personal property that are registered or titled with the Department, shall not be sold at auction to fulfill a lien against the vessel, watercraft or obstruction.

G. All personal belongings, with the exception of those items of personal property that are registered or titled with the Police Department, not claimed before the auction, shall be disposed of pursuant to chapter 63.32 or 63.40 RCW.

H. Any person who shows proof of ownership or written authorization from the impounded vessel or watercraft's registration, or of the legal owner of the vessel or watercraft's insurer, may view the vessel or watercraft without charge during normal business hours.

I. The owner of the vessel, watercraft or obstruction is liable for costs incurred in removing, storing and disposing of same, less amounts realized at auction.

J. When the vessel, watercraft or obstruction is impounded, the Harbor Warden shall notify the legal and registered owners of the vessel, watercraft or obstruction if known, of the impoundment and proposed sale of same. The owners of any personal property registered or titled with the Police Department shall be notified of disposition of such property pursuant to Chapters 63.32 or 63.40 RCW, of the impoundment and proposed sale of same. The notification shall be sent by first class mail within twenty-four hours after the impoundment to the last known registered and legal owners of the vehicle, and the owners of any other items of personal property registered or titled with the Police Department. The notice shall include the

location, time of the impound, and by whose authority the vehicle was impounded. The notice shall also include the written notice of the right of redemption and opportunity to contest the validity of the impoundment pursuant to the procedures described below.

K. Right to hearing.

1. Any person seeking to redeem an impounded vessel, watercraft or obstruction under this section has a right to a hearing in the district court for the jurisdiction in which the vehicle was impounded, to contest the validity of the impoundment or the amount of towing and storage charges. Any request for a hearing shall be made in writing on the form provided for that purpose and must be received by the district court within ten days of the date the opportunity was provided for in subsection 8.24.038(J) of this section. If the hearing request is not received by the district court within the ten day period, the right to a hearing is waived and the registered owner is liable for any towing, storage or other impoundment charges permitted under this chapter.

2. The procedures to be followed by the district court for notification to parties, jurisdiction, and determinations to be made by the court shall be the same as set forth in state law for vehicles (RCW 46.55.120(2)(b) through 46.55.120(4), as the same currently exist or may hereafter be amended). In the event that the City has incurred costs relating to the towing, storage and impoundment of the vessel, watercraft or obstruction, the procedures for entry of a judgment in RCW 46.55.120 (as the same currently exists or may hereafter be amended,) shall apply to the City.

L. Public auction.

1. If, after the expiration of fifteen days from the date of mailing of notice of impoundment and proposed sale required in subsection 8.24.380(J) above to the registered and legal owners, the vessel, watercraft or obstruction remains unclaimed and has not been listed as stolen, then the Harbor Warden shall conduct a sale of the vessel, watercraft or obstruction at public auction. Prior notification of the public auction shall be given by publication in the City's official newspaper, which shall include the auction date, place and time. The notice shall also contain a description of the vessel, watercraft or obstruction, including any make, model, year and registration number and a notification that a three-hour

viewing period will be available before the auction. The auction shall be held during daylight hours of a normal business day.

2. The following procedures are required in any public auction of such vessels, watercraft or obstructions:

a. The auction shall be held in such a manner that all persons present are given an equal time and opportunity to bid;

b. The Harbor Warden shall post a copy of the auction procedure at the bidding site. If the bidding site is different from the Police Department, the Warden shall post a clearly visible sign at the Police Department that describes in detail where the auction will be held. At the bidding site, a copy of the newspaper advertisement that lists the vessels, watercraft or obstruction for sale shall be posted.

c. All bidders must be present at the time of auction unless they have submitted to the Harbor Warden, who may or may not choose to use the preauction bid method, a written bid. Written bids may be submitted up to five calendar days before the auction and shall clearly state which vehicle is being bid upon, the amount of the bid, and who is submitting the bid.

d. The open bid process, including all written bids, shall be used so that everyone knows the dollar value that must be exceeded.

e. The highest two bids received shall be recorded in written form and shall include the name, address, and telephone number of each such bidder.

f. In case of bidder defaults, the next bidder has the right to purchase the vessel, watercraft or obstruction for the amount of his or her bid.

g. The successful bidder shall apply for title (if applicable) within fifteen days.

h. If the Harbor Warden receives no bid, or if the Warden is the successful bidder at auction, the Warden shall sell the vessel, watercraft or obstruction to a licensed vehicle wrecker, hulk hauler, or scrap processor, or the Warden shall apply for title to the vessel or watercraft.

M. The City shall have a lien upon the impounded vessel, watercraft or obstruction for services provided in the towing, storage and impoundment, unless the impoundment is determined to have been invalid. The lien does not apply to personal property in or upon the vessel, watercraft or obstruction that is not permanently attached to or is not an integral part of the vessel, watercraft or obstruction except for items of personal property registered or titled with the Police Department. The cost of the auction or a buyer's fee may not be added to the amount charged for the vessel, watercraft or obstruction at auction, or added to the lien imposed or any overage due.

8.24.040 Nuisances. Nuisances Designated -- Removal. Sunken vessels, refuse of all kinds, structures or pieces of any structure, dock sweepings, dead fish or parts thereof, dead animals or parts thereof, timber, logs, piles, boom sticks, lumber, boxes, empty containers and oil of any kind floating uncontrolled on the water, and all other substances of a similar nature, are declared to be public nuisances and it shall be unlawful for any person to throw or place in, or cause or permit to be thrown or placed any of the above articles in the Gig Harbor Bay, or upon the shores thereof or in such position that the same may or can be washed into the harbor, either by high tides, storms, floods or otherwise. Any person causing or permitting such nuisances to be placed in the Gig Harbor Bay shall remove the same, and upon his failure to do so, the same may be removed by the Harbor Warden and the expense thereof shall be paid by and recoverable from the persons creating the nuisance. In all cases, such nuisances may be abated in the manner provided by law. The abatement of any such public nuisance shall not excuse the person responsible therefor from prosecution under this chapter.

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. Codes Adopted by Reference. Pursuant to RCW 35A.12.140, one copy of Chapter 88.12 RCW and one copy of Chapter 352-60 WAC has been filed with the City Clerk and is available for examination by the public.

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 ADMINISTRATOR, MARK HOPPEN

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 VESSELS AND ACTIVITIES IN GIG HARBOR BAY, REPEALING THE EXISTING HARBOR CODE CHAPTER 8.24 AND ADDING A NEW HARBOR CODE CHAPTER 8.24 TO THE GIG HARBOR MUNICIPAL CODE WITH ADDITIONAL DEFINITIONS, DESCRIPTIONS OF VIOLATIONS, PENALTIES AND PROCEDURES FOR IMPOUNDING AND AUCTIONING OF VESSELS UNDER CERTAIN LIMITED CIRCUMSTANCES.

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

DATED this ____ day of _____, 199__.

CITY ADMINISTRATOR, MARK HOPPEN



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: TERMINATION OF SEWER MORATORIUM
DATE: AUGUST 15, 1997

INFORMATION/BACKGROUND

The attached ordinance ratifies action taken by the City Council at the August 11, 1997, Council Meeting to lift the sewer moratorium then in effect, consequent to the city's receipt of its newly authored NPDES permit for the wastewater treatment plant. The necessary permit was in effect on August 15, 1997, and the moratorium was thereby lifted.

RECOMMENDATION

Move to approve the attached ordinance as presented.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, TERMINATING THE SEWER CONNECTION MORATORIUM IMPOSED BY ORDINANCE NO. 759 AND REPEALING SAID ORDINANCE ON THE DATE THAT THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ISSUES THE CITY A NEW NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT FOR THE CITY'S WASTE WATER TREATMENT PLANT.

WHEREAS, on May 27, 1997, the City Council imposed a six-month moratorium on the acceptance of applications for sewer service connections and the issuance of sewer service permits as provided in Ordinance No. 759; and

WHEREAS, on July 14, 1997 the City Council held a public hearing on the sewer connection moratorium, and on July 28, 1997, the City Council adopted findings of fact supporting the sewer connection moratorium as provided in Ordinance No. 763; and

WHEREAS, the purpose of the sewer connection moratorium is to prohibit new sewer connections to the City's sewer system until the Washington State Department of Ecology issues the City a new National Pollutant Discharge Elimination System ("NPDES") permit that increases the amount of flow that can be discharged from the City's waste water treatment plant; and

WHEREAS, once the Department of Ecology issues the City's new NPDES permit with the increased flow limitations, then the City will no longer be restricted in its ability to authorize new sewer service connections and issue new sewer service permits; and

WHEREAS, the City Council has decided to terminate the sewer connection moratorium and repeal Ordinance No. 759 on the date that the Department of Ecology issues the City's new NPDES permit;

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Gig Harbor, Washington as follows:

Section 1 -- Termination of Moratorium. The six-month sewer connection moratorium imposed by Ordinance No. 759 shall be automatically terminated on the date that the Washington State Department of Ecology issues the City a new NPDES permit for the City's waste water treatment plant.

Section 2 -- Repeal of Ordinance No. 759. Ordinance No. 759, adopted by the City Council on May 27, 1997, shall be automatically repealed on the date that the Washington State Department of Ecology issues the City a new NPDES permit for the City's waste water treatment plant.

Section 3 -- Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this ordinance.

Section 4 -- Publication. This ordinance shall be published by an approved summary which shall consist of the title of this ordinance.

PASSED by the Council of the City of Gig Harbor, this _____ day of _____, 1997.

APPROVED:

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM:

CITY ATTORNEY, CAROL A. MORRIS

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

SUMMARY OF ORDINANCE NO. _____

CITY OF GIG HARBOR, WASHINGTON

On the _____ day of _____, 1997, 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, TERMINATING THE SEWER CONNECTION MORATORIUM IMPOSED BY ORDINANCE NO. 759 AND REPEALING SAID ORDINANCE ON THE DATE THAT THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ISSUES THE CITY A NEW NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT FOR THE CITY'S WASTE WATER TREATMENT PLANT.

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

DATED this _____ day of _____, 1997.

CITY CLERK, MOLLY M. TOWSLEE



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 STAFF
SUBJ.: East Gig Harbor Annexation; motion to consider, per RCW 35A.14.120
DATE: August 18, 1997

INTRODUCTION/SUMMARY

At the Council meeting of August 11, a petition bearing the signatures of ~47% of the owners of real property assessment in the East Gig Harbor was submitted for consideration. After discussion and public comment, the Council agreed to allow the petition to proceed. However, the Council did not specifically state in its motion whether it would require the assumption of all or any portion of the city's bonded indebtedness and/or the adoption of proposed zoning for the area.

RCW 35A.14.120 requires that the legislative body require the assumption of all or any portion of the city's bonded indebtedness and/or the adoption of proposed zoning for the area and shall record this action in its minutes.

RECOMMENDATION

Staff recommends that the council establish, on the record:

1. Whether the property owners will assume any portion or all of its share of the city's bonded indebtedness; and,
2. Zoning for the area as adopted under the City's Pre-Annexation Zoning Ordinance No. 734 (R-1 Single Family Residential).

The petition to annex will reflect the Council's decision on the above.



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: CHAPEL HILL P.U.D. - STREET ACCEPTANCE
DATE: AUGUST 20, 1997

INTRODUCTION/BACKGROUND

On October 24, 1994, the Council conditionally approved under City Resolution No. 431 the Chapel Hill planned unit development (PUD) consisting of 14 residential units located west of Pioneer Way. Condition 5 of the Resolution required that a 40-ft. right-of-way be dedicated to the City within three years of the preliminary approval.

The final PUD site plan has been administratively approved in accordance with the provisions of Chapter 17.96 GHMC, and the improvements on Edwards Street have been constructed in accordance with the City's Public Works Standards. All work was determined to be complete on June 2, 1997, and a two-year maintenance bond has been submitted. In addition, the project's developer-owner has submitted a statutory warranty deed for the 40-ft. wide right-of-way (Lot 3 of Pierce County Short Plat, A.F. No. 9504130215, Recorded April 13, 1995), and a title report with update through August 3, 1997, and verbal through August 20, 1997 (A full update is scheduled to be delivered August 21, 1997).

Council approval is requested for acceptance of the deeded right-of-way and constructed improvements for Edwards Street..

FISCAL AND POLICY CONSIDERATIONS

Acceptance of the right-of-way and street improvements, including storm sewer, will formally complete the process initiated in 1994 to confirm the City's interest in providing and maintaining facilities for public access and neighborhood circulation in this section of Gig Harbor. The two-year maintenance bond guarantees repair of any defective work or materials for a period of two-years. The City will be responsible for routine maintenance of the street and storm drainage improvements during this two-year period. Negligible additional costs are anticipated during the first ten to fifteen years of the pavement life.

RECOMMENDATION

Staff recommends Council acceptance of the right-of-way dedication and street and storm drainage improvements.

Name _____
Address _____
City, State, Zip _____

STATUTORY WARRANTY DEED

Reference # (if applicable): 41470G
Grantor(s): (1) RIKSON DEVELOPMENT CORPORATION
Grantee(s): (1) CITY OF GIG HARBOR (2) _____
Additional Grantor(s) on pg. _____ Additional Grantee(s) on pg. _____
Legal Description (abbreviated): Lot 3, Pierce County Short Plat 9504130216
Assessor's Tax Parcel ID# 02-21-08-6-028 Additional legal(s) on page _____

THE GRANTOR RIKSON DEVELOPMENT CORPORATION, a Washington corporation and in consideration of ONE DOLLAR AND NO/100-----(\$1.00) in hand paid, conveys and warrants to CITY OF GIG HARBOR, a municipal authority the following described real estate, situated in the County of Pierce, State of Washington:

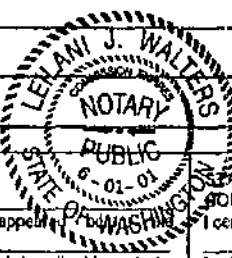
Lot 3, Pierce County Short Plat recorded April 13, 1995 under Recording No. 9504130215, in Pierce County, Washington. Situate in the County of Pierce, State of Washington.

SUBJECT TO: Restriction contained on Pierce County Assessor/Treasurer's Tax Rolls, as follows: NOTE: This lot is not a building site as per face of Short Plat it may be conveyed as public right of way & utility purposes.

Dated August 20, 19 97

RIKSON DEVELOPMENT CORPORATION

Rodrik Nilsson



STATE OF WASHINGTON
COUNTY OF _____

STATE OF WASHINGTON
COUNTY OF Pierce

On this day personally appeared _____ to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that _____ signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

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

GIVEN under my hand and official seal this _____ day of _____ 19 _____

August 20, 1997
Lelan Walters
Signature
Notary Public
June 1, 2001
My appointment expires

Notary Public in and for the State of Washington, residing at _____ My appointment expires: _____



RAINIER TITLE COMPANY
2702 SOUTH 42ND STREET
SUITE 201
TACOMA, WA 98409
(253) 474-7000

RECEIVED

AUG 18 1997

CITY OF GIG HARBOR
PUBLIC WORKS DEPT.

TO: RAINIER TITLE COMPANY
5775 SOUNDVIEW
GIG HARBOR, WA 98335
Attn: L. E. Lani

OUR ORDER NO.: 41470

YOUR NO. :
REGARDING : NILSSON/CITY OF GIG HARBOR

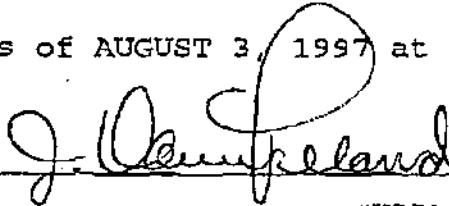
UPDATE SUPPLEMENTAL REPORT

Our Commitment for Title Insurance has been continued to the date below as the following information affects the title to the property.

1. There has been no change in the title to the property covered by this order since MAY 30, 1997 , EXCEPT the matters noted hereinabove.

Dated as of AUGUST 3, 1997 at 8:00 A.M.

BY: _____



SUPPLEMENTAL REPORT NO. 1

CC: CITY OF GIG HARBOR
3105 JUDSON ST
GIG HARBOR, WA 98335
ATTN: MOLLEY

RAINIER TITLE COMPANY
2702 SOUTH 42ND STREET
SUITE 201
TACOMA, WA 98409
(253) 474-7000

RAINIER TITLE COMPANY

5775 SOUNDVIEW
GIG HARBOR, WA 98335
Attn:

Your No. :
Regarding : NILSSON/CITY OF GIG HARBOR

CC: CITY OF GIG HARBOR

REPORT NO.: 41470
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

1. Effective Date: May 30, 1997 at 8:30 A.M.

2. Policy or Policies to be issued:

(a) ALTA Owner	Amount : \$	1000.00
PRIOR TITLE/RES OWNER	Premium: \$	150.00
	Tax : \$	12.60

Proposed Insured: CITY OF GIG HARBOR, a municipal
authority

(b) ALTA Loan Policy	Amount : \$.00
	Premium: \$	
	Tax : \$	

Proposed Insured:


(c)	Amount : \$.00
	Premium: \$	
	Tax : \$	

(d)	Amount : \$	
	Premium: \$	
	Tax : \$	

(e)	Premium: \$	
	Tax : \$	

3. The estate or interest in the land described or referred to in the
Commitment and covered herein is: FEE SIMPLE

Countersigned: _____


J. DANIEL LELAND, Commercial Title Officer

REPORT NO.: 41470

4. Title to the fee estate or interest in said land is at the effective date hereof vested in:

RIKSON DEVELOPMENT CORPORATION, a Washington Corporation

5. The land referred to in this Commitment is situated in the County of Pierce, State of Washington, and described as follows:

Lot 3, PIERCE COUNTY SHORT PLAT recorded April 13, 1995 under Recording No. 9504130216, in Pierce County, Washington.

Situate in the County of Pierce, State of Washington.



Rainier Title Company

THIS SKETCH IS PROVIDED, WITHOUT CHARGE, FOR YOUR INFORMATION. IT IS NOT INTENDED TO SHOW ALL MATTERS RELATED TO THE PROPERTY INCLUDING, BUT NOT LIMITED TO, AREA, DIMENSIONS, EASEMENTS, ENCROACHMENTS OR LOCATION OF BOUNDARIES. IT IS NOT A PART OF, NOR DOES IT MODIFY, THE COMMITMENT OR POLICY TO WHICH IT IS ATTACHED. THE COMPANY ASSUMES NO LIABILITY FOR ANY MATTER RELATED TO THIS SKETCH. REFERENCE SHOULD BE MADE TO AN ACCURATE SURVEY FOR FURTHER INFORMATION.



SP9504170216

ORDER NO. 41470 CUSTOMER NO. _____ VOL. _____ PAGE _____
SECTION 8 TOWNSHIP 21 RANGE 2 NW

NILSSON SHORT PLAT

ALL ORTA. A PORTION OF SECTION 8, TOWNSHIP 21 NORTH,
RANGE 2 EAST, W.M., PIERCE COUNTY, WA

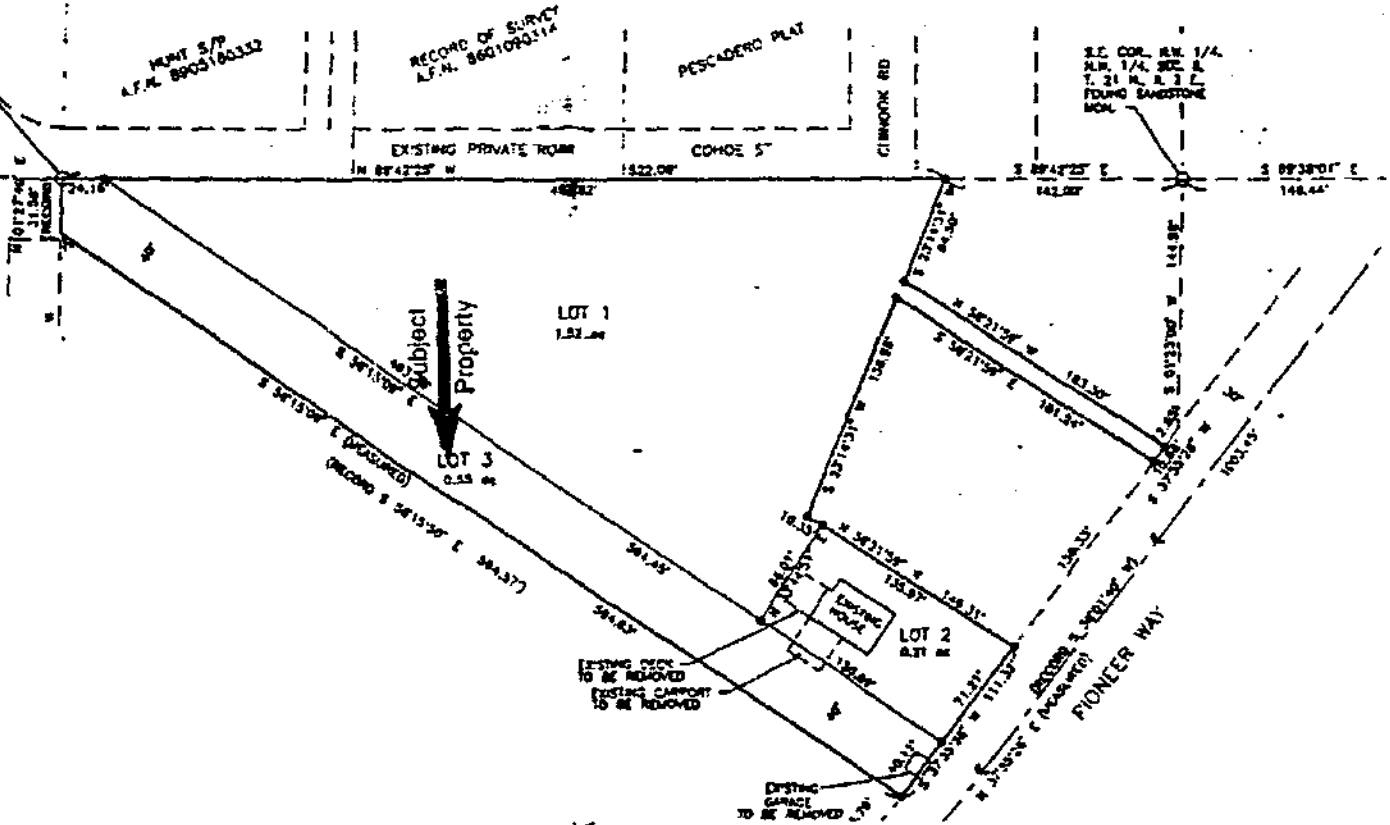
S.W. COR. N. 1/2,
E. 1/2, N.W. 1/4,
N.W. 1/4, SEC. 8
T. 21 N., R. 2 E.
FOUND CONC. MON.
W/BRASS CAP.

PLAT S/P
A.P.N. 8905190332

RECORD OF SURVEY
A.P.N. 8601090114

PESCADERO PLAT

S.E. COR. N.W. 1/4,
N.W. 1/4, SEC. 8,
T. 21 N., R. 2 E.
FOUND SANDSTONE
MON.



Subject Property

EXISTING DECK
TO BE REMOVED
EXISTING GARAGE
TO BE REMOVED

EXISTING GARAGE
TO BE REMOVED

ACCESS 2' WIDE
FIONEER WAY



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: TOM ENLOW *Tom*
DATE: AUGUST 20, 1997
SUBJECT: ORDINANCE AMENDING GAMBLING TAXES

BACKGROUND

Legislation passed this year changed the way cities can tax and regulate gambling. This ordinance amends our code to be in compliance with the new legislation. The new state law took effect July 27, 1997, therefore this ordinance also declares an emergency so that it may take effect upon passage.

FINANCIAL IMPACT

Financial impacts are negligible. Only one of our current gambling taxpayers is affected by the changes and the difference is not significant.

STAFF RECOMMENDATION

Staff recommends immediate adoption of the ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, AMENDING THE PROVISIONS OF CHAPTER 3.24 OF THE GIG HARBOR MUNICIPAL CODE, RELATING TO TAXATION AND THE REGULATION OF GAMBLING, AMENDING SECTIONS 3.24.020, 3.24.030, AND 3.24.040 TO INCORPORATE CHANGES IN LOCAL AUTHORITY PURSUANT TO CHAPTER 394 WASHINGTON LAWS, 1997, DECLARING AN EMERGENCY, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Chapter 394, Section 4 of the Laws of 1997 amended the legislative authority available to the City relating to the taxation of gambling, and

WHEREAS, Chapter 394, Section 4(3)(3) of the Laws of 1997 provides the City an option regarding the taxation of punchboards and pulltabs for commercial stimulant operators, providing that the rate may be based upon gross receipts from the operation of the games not to exceed five percent or may be based upon gross receipts from the operation of the games, less the amount awarded as cash or merchandise and may not exceed a rate of 10 percent, the City Council finds it to be in the best interests of the City to exercise the option in favor of five percent of gross receipts, and

WHEREAS, Chapter 394 of the Laws of 1997 takes effect on July 27, 1997, and the City's code must be amended as close to the effective date as possible to conform with state law, NOW, THEREFORE,

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

Section 1. Section 3.24.020 of the Gig Harbor Municipal Code is hereby

amended to read as follows:

3.24.020 Definitions

For the purposes of this chapter, the words and terms used herein shall have the same meaning each has under ~~Chapter 218, Laws of 1973, 1st Extra Session, and Chapter 9.46 RCW, as amended, and under the rules of the Washington State Gambling Commission, Chapter 230 WAC, as the same exists or may hereafter be amended,~~ unless otherwise specifically provided herein, ~~or as the context in which they are used clearly indicated that they be given some other meaning.~~

Section 2. Section 3.24.030 of the Gig Harbor Municipal Code is hereby

amended to read as follows:

Tax levied on designated activities — Amount.

There is hereby levied upon all persons, associations and organizations conducting or operating within the City any of the following activities listed below a tax as listed to be paid to the City of Gig Harbor, Washington, in the amount hereinafter specified:

A. Bingo, and raffles: Operators shall pay a tax in the amount of equal to 10 percent of the gross receipts from a bingo game or raffle, less the amount paid for awarded as cash or merchandise prizes;

B. ~~Any p~~Punchboards, and pulltabs; ~~in the amount of five percent of the gross receipts~~

1. Commercial stimulant operators shall pay a tax in an amount equal to 5 percent of the gross receipts from the operation of punchboards and pulltabs; and

2. Bona fide charitable or nonprofit organizations shall pay a tax in an amount equal to 10 percent of the gross receipts from the operation of the games, less the amount awarded as prizes or merchandise.

C. Card playing; ~~in the amount of~~ Operators shall pay a tax equal to 20 percent of the gross receipts from such games. ~~received as fees charged persons for the privilege of playing in card games.~~

D. Amusement games which are authorized for operation pursuant to the provisions of the Washington Administrative Code shall be subject to the levy of a tax in the amount of 2 percent of the gross revenue therefrom receipts from the amusement game, less the amount paid for or as awarded as prizes. Such tax is for the purpose of providing for the City's actual costs of enforcement of the laws of the State of Washington and the ordinances of the City of Gig Harbor.

Section 3. Section 3.24.040 of the Gig Harbor Municipal Code is hereby amended to read as follows:

3.24.040 Exemptions — Charitable and nonprofit organizations.

A. ~~— The rate of tax on bingo, raffles, and amusement games conducted by a bona fide charitable or nonprofit organization shall be exempt from the tax imposed by GHMC Section 3.24.030(A) and (D), when such organization has no paid operating or management personnel, and its gross receipts from bingo or amusement games, or a combination thereof, does not exceed \$5,000 per year less the amount awarded as cash or merchandise, shall be five percent of the first \$50,000 of gross annual receipts, less the amount paid for prizes, and 10 percent of any gross receipts in excess of \$50,000 less the amount paid for prizes for organizations defined by RCW 9.46.020(3) as charitable or nonprofit.~~

B. No tax may be imposed on the first \$10,000 of gross receipts per year, less the amount awarded as cash or merchandise prizes, from raffles conducted by any bona fide charitable or nonprofit organization. Charitable or nonprofit organizations conducting such activities not more than once each calendar year and with less than \$10,000 gross annual receipts from such activities shall be exempt from taxation.

Section 4. 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. Declaration of Emergency. The City Council hereby declares that an emergency exists necessitating that this ordinance take effect immediately upon passage by a unanimous vote of the members of the City Council, and that the same not be subject to a referendum. Unless this ordinance takes effect immediately, the Gig Harbor Code will not comply with the new state law that took effect on July 27, 1997.

Section 6. Effective Date. Pursuant to GHMC 1.08.020(B), the City Council may pass an ordinance on the day of its introduction, upon the affirmative vote of a majority plus one of the whole membership of the Council. Because the City Council has declared the existence of an emergency, this ordinance shall become effective upon the unanimous vote of the City Council.

Section 7. Publication. This ordinance shall be published by an approved summary, which shall consist of the title.

APPROVED:

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

CITY ADMINISTRATOR, MARK HOPPEN

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, AMENDING THE PROVISIONS OF CHAPTER 3.24 OF THE GIG HARBOR MUNICIPAL CODE, RELATING TO TAXATION AND THE REGULATION OF GAMBLING, AMENDING SECTIONS 3.24.020, 3.24.030, AND 3.24.040 TO INCORPORATE CHANGES IN LOCAL AUTHORITY PURSUANT TO CHAPTER 394 WASHINGTON LAWS, 1997, DECLARING AN EMERGENCY, AND ESTABLISHING AN EFFECTIVE DATE.

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

DATED this _____ day of _____, 199_.

CITY ADMINISTRATOR, MARK

HOPPEN



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: WES HILL, PUBLIC WORKS DIRECTOR *Wes Hill*
SUBJECT: EMERGENCY RESPONSE MUTUAL AID AGREEMENT
DATE: AUGUST 13, 1997

INFORMATION/BACKGROUND

The attached mutual aid agreement is intended to enable agencies to provide emergency public works assistance to other jurisdictions and to receive maximum reimbursement from appropriate federal agencies. Without this agreement, agencies can receive reimbursement only at their jurisdictional rates, which are sometimes less than the comparable rates of responding agencies. This is a potential and unnecessary liability. This agreement seeks to rectify this situation. The agreement as proposed is supported by the Association of Washington Cities.

POLICY CONSIDERATIONS

This agreement for public works agencies is analogous to mutual aid agreements between police agencies.

FISCAL CONSIDERATIONS

Because City of Gig Harbor Public Works possesses lower resource rates than surrounding agencies like Tacoma or Bremerton, this agreement may reduce the amount of local taxpayer reimbursement obligations to other jurisdictions in the event of an emergency.

RECOMMENDATION

Recommend a motion to direct the Public Works Director to sign the "Public Works Emergency Response Mutual Aid Agreement" on behalf of the city and to forward a certified copy to the TransAid Office.



**Washington State
Department of Transportation**
Sid Morrison
Secretary of Transportation

Transportation Building
P.O. Box 47300
Olympia, WA 98512-7300

July 29, 1997

RECEIVED

JUL 30 1997

Public Works Directors/Engineers
of All Cities and Counties

CITY OF GIG HARBOR
PUBLIC WORKS DEPT.

Public Works Emergency Response
Mutual Aid Agreement

Enclosed for your agency's consideration and adoption is a copy of the Public Works Emergency Response Mutual Aid Agreement. The purpose of the Agreement is to permit signatory agencies to make the most efficient use of their powers by enabling them to coordinate resources and to maximize funding reimbursement during disasters/emergencies. This document is in two parts: (1) the Agreement (to be officially adopted by your agency) and (2) the Reference Guide (not to be adopted but has suggested procedures for implementing the Agreement).

The need for an advanced coordination effort was brought to the forefront with the Northridge Earthquake disaster in California and the prediction of a major earthquake in Washington. A task force was convened to develop an expeditious way to best accomplish an advanced coordination effort. The task force included representatives from AWC, CRAB, cities, counties and WSDOT (see attached).

This agreement was created to enable agencies to assist other agencies on an as needed basis when they are faced with a disaster/emergency. When a disaster/emergency occurs public works agencies have the responsibility to maintain service and recover in the most expedient way. This can best be accomplished by preparation, coordination and cooperation with other public works agencies. Agencies are charged with coordinating their efforts, compiling damage and recovery information and reporting to the appropriate authority. Then the State requests aid and assistance from the federal government. This Agreement provides a mechanism for immediate response provided the responding agency has the resources and expertise necessary.

This Agreement provides for the development of the documentation necessary to seek the maximum reimbursement possible from the appropriate Federal Agencies. For instance, during the Mt. St. Helen's eruption, the City of Yakima requested resource assistance from King County. Because there was not an agreement in place prior to the disaster, the Federal Emergency Management Agency (FEMA) could only reimburse the City of Yakima for King County

resources at the city's rates. The City of Yakima's rates were approximately 42% lower than King County's. This resulted in the City of Yakima paying the difference. However, if both agencies had been signatory to this agreement, then FEMA would have reimbursed the City of Yakima for King County resources at King County's rates.

The listing of agencies signatory to this mutual aid agreement will be maintained by WSDOT, TransAid. Additions and deletions will be provided in hard copy to signatory members. TransAid will also provide access to the list of signatory agencies, the Agreement and the supporting Reference Guide on the Internet.

The draft was submitted to local agencies for review and the final Agreement has the concurrence of CRAB and AWC. Also, it has been reviewed and is supported by the Washington Counties Risk Pool and the Association of Washington Cities Risk Management Service Agency, is approved as to form by the Washington State Office of the Attorney General and has the support of the state's Department of Emergency Management.

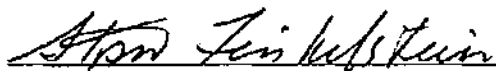
Please forward an original or certified copy of the agreement to Stephanie Tax, TransAid, PO Box 47390, Olympia, WA 98504-7390, so your agency may be added to the list. If you have any questions, contact Stephanie at (360)705-7389.

Sincerely,

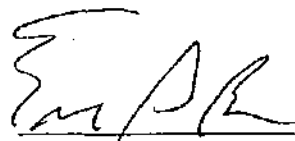


DENNIS B. INGHAM
Assistant Secretary
TransAid

Concurrence to have this Public Works Emergency Response Mutual Aid Agreement enacted by local agencies.



STAN FINKELSTEIN
Executive Director
Association of Washington Cities



ERIC BERGER
Executive Director
County Road Administration Board

**PUBLIC WORKS
EMERGENCY RESPONSE
MUTUAL AID
AGREEMENT
FOR
SIGNATORY AGENCIES
IN THE
STATE OF WASHINGTON**

INTRODUCTION

The purpose of the Public Works Emergency Response Mutual Aid Agreement is to permit signatory agencies to make the most efficient use of their powers by enabling them to coordinate resources and to maximize funding reimbursement during disasters/emergencies.

This Agreement will allow signatory agencies to support each other during disasters/emergencies to protect life and property, when the event is beyond the capabilities of the affected entity. This Agreement provides the mechanism for an immediate response to the Requesting Agency provided the Responding Agency has the resources and expertise necessary and available.

When faced with a disaster or emergency, public works agencies have a responsibility to maintain service and recover in the most expedient way. This can best be accomplished by preparation, coordination and cooperation with other public works agencies. Agencies are charged with the responsibility of coordinating efforts and compiling damage and recovery information on disasters and then reporting to the appropriate authority. Then the State requests aid and assistance from the federal government.

The following definitions for disaster and emergency are from the State Comprehensive Disaster Plan and were used in this Public Works Emergency Response Mutual Aid Agreement:

Disaster - An event expected or unexpected, in which a community's available, pertinent resources are expended; or the need for resources exceeds availability; and in which a community undergoes severe danger; incurring losses so that the social or economic structure of the community is disrupted; and the fulfillment of some or all of the community's essential functions are prevented.

Emergency - An event, expected or unexpected, involving shortages of time and resources; that places life, property or the environment, in danger; that requires response beyond routine incident response resources.

The reference guide is designed to be useful to individual agencies during a proclaimed emergency -- whether it be to borrow a piece of equipment for a specific job or request crews to assist in repair of a major failure. The reference guide will be updated and revised periodically, please insert the revisions immediately.

AGREEMENT

PUBLIC WORKS EMERGENCY RESPONSE MUTUAL AID AGREEMENT

WHEREAS, the purpose of this pre-disaster agreement between the agencies is to provide for immediate assistance to protect life and property;

WHEREAS, this Agreement is authorized under State of Washington, RCW's 35 (City), 36 (County), 38.52 (Emergency Management), 39.34 (Interlocal Agreement) and 47 (Public Highway Transportation (DOT)); which is activated only in the event of a proclamation of an emergency by the local and/or state government approving authority;

WHEREAS, the agency asking for assistance from any signatory agency will herein be referred to as the Requesting Agency;

WHEREAS, the signatory agency agreeing to assist another signatory agency asking for assistance will herein be referred to as the Responding Agency;

WHEREAS, it is necessary and desirable that this Agreement be executed for the exchange of mutual aid; with the intent to supplement not supplant agency personnel.

NOW, THEREFORE, it is hereby agreed by each and all of the parties signatory to the Agreement as follows:

1. Each agency signatory to this Agreement agrees to furnish, upon its sole discretion, those resources and services it deems to be available to each other signatory agency hereto as necessary to assist in the prevention, response, recovery and mitigation of proclaimed emergencies/disasters.
2. It is hereby understood that this Agreement shall not supplant pre-existing mutual aid agreements nor deny the right of any agency hereto to negotiate other mutual aid agreements.
3. The Responding Agency shall assist in only those situations for which it has determined it has qualified personnel, appropriate equipment and necessary materials. Resources of the Responding Agency that are made available to the Requesting Agency shall, whenever possible, remain under the control and direction of the Responding Agency. The Requesting Agency shall coordinate the activities and resources of all Responding Agencies.

4. It is hereby understood that the Responding Agency will be reimbursed (e.g., labor, equipment, materials and other related expenses as applicable, including loss or damage to equipment) at its adopted usual and customary rates. The Responding Agency shall submit an itemized voucher of costs to the Executive Head of the Requesting Agency within sixty (60) days after completion of work (RCW 38.52.080). Unless otherwise agreed, the Responding Agency shall receive reimbursement within ninety (90) days after the voucher submittal date.
5. The Responding Agency shall have no responsibilities or incur any liabilities because it does not provide resources and/or services to any other party to this Agreement. The Responding Agency shall retain the right to withdraw some or all of its resources at any time. Notice of intention to withdraw shall be communicated to the Requesting Agency's designated official, or the official's designee, as soon as practicable.
6. All privileges, immunities, rights, duties and benefits of officers and employees of the Responding Agency shall apply while those officers and employees are performing functions and duties on behalf of the Requesting Agency, unless otherwise provided by law. Employees of the Responding Agency remain employees of the Responding Agency while performing functions and duties on behalf of the Requesting Agency (RCW 38.52.080).
7. To the extent permitted by law, the Requesting Agency shall protect, defend, hold harmless and indemnify all other Responding signatory Agencies, and their officers and employees from any and all claims, suits, costs, damages of any nature, or causes of action, including the cost of defense and attorneys fees, by reason of the acts or omissions, whether negligent, willful, or reckless, of its own officers, employees, agency or any other person arising out of or in connection with any acts or activities authorized by this agreement, and will pay all judgments, if any, rendered. This obligation shall not include such claims, costs, damages or other expenses which may be caused by the sole negligence of the Responding Agencies or their authorized agents or employees.
8. Authorization and approval of this Agreement shall be in a manner consistent with the Agency's current procedures. This Agreement shall be effective upon approval by two or more agencies and shall remain in effect as long as two or more agencies are parties to this Agreement. Upon execution of this Agreement, the agency shall send an original or a certified copy of the agreement to the Washington State Department of Transportation, TransAid Service Center. TransAid shall maintain a list of all signatory agencies and send an updated list to all agencies whenever an agency is added or removed from the list.

9. Any agency signatory to this Agreement may cancel its participation in this Agreement by giving written notice to the Washington State Department of Transportation, TransAid Service Center.
10. This Agreement is for the benefit of the signatory agencies only and no other person or entity shall have any rights whatsoever under this Agreement as a third party beneficiary.

Agency

County, Washington

Authorized Representative

Date

Designated Primary Contact:

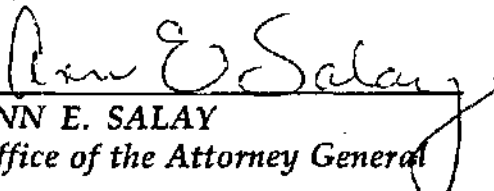
Office:

Contact:

Phone Number:

Emergency 24 Hour Phone Number:

Approved As To Form


ANN E. SALAY
Office of the Attorney General

7-10-97
Date

REFERENCE GUIDE

PROCEDURES TO CONSIDER
in using the
Public Works Emergency Mutual Aid Agreement

Below are **SUGGESTED** steps for your agency to follow when using the Public Works Emergency Response Mutual Aid Agreement. The participants to the agreement are listed by agency, with a contact person, their phone number and an emergency 24-hour phone number. Simply make the contact and obtain the assistance. (TransAid will keep an updated list of signatory agencies on the Internet and provide a copy to the signatory agencies.)

Requesting Agency Steps to Follow

When your agency is requesting assistance:

1. Assess the situation and determine the resources needed.
2. Fill out the **REQUESTING AGENCY'S CHECKLIST** (see page 2).
3. Locate agencies included in the agreement.
4. Call the agency(s) listed that may have the resources you need.
5. Fill out a Requesting Agency's **MUTUAL AID INFORMATION** form (see page 3).
6. Send copy of form to the Responding Agency as soon as possible.

Responding Agency Steps to Follow

When your agency is responding to a request for assistance:

1. Make sure you can fulfill the request before giving an answer. Remember, *you are not required* to supply aid if you determine you can not spare resources or if you do not have qualified personnel, appropriate equipment and necessary materials for what is requested.
2. Analyze the level of risk of the request.
3. Complete the **RESPONDING AGENCY CHECKLIST** (see page 4) with the information given by the Requesting Agency.
4. Brief your employees and prepare the equipment.
5. Complete the **EMPLOYEE & EQUIPMENT INFORMATION** (see page 5) form – provide copies to your responding staff and to the Requesting Agency.
6. Dispatch staff to the Requesting Agency for assistance.

Supervisor of Responding Agency Steps to Follow

1. Complete the **INCIDENT COMMANDER CHECKLIST** (see page 7).
2. Carry a copy of the Requesting Agency's **MUTUAL AID INFORMATION** (see page 3) form and your **EMPLOYEE & EQUIPMENT INFORMATION** (see page 5) form and provide a copy of each to the Requesting Agency.
3. Remember, you are responsible for your crew working in a safe and professional manner.
4. Track your equipment and materials inventory.

REQUESTING AGENCY CHECKLIST

- _____ Ensure that a real need exists. The Public Works Emergency Response Mutual Aid Agreement is only to be used to support resources already reasonably committed.
- _____ What can the Responding Agency help you repair or service? What is the nature of the emergency?
- _____ Identify what type of equipment, material and skilled employees are needed.
- _____ How long may they be needed? Will Responding Agency employees work independently or with one of your supervisors?
- _____ Where will Responding Agency employees eat, sleep and shower? Do you need to make contact with the Red Cross for meals? What facilities/hotels are available for Responding Agency employees?
- _____ Has an arrangement for refueling and repair of equipment been made?
- _____ Identify a staging area. Where will Responding Agency employees meet your Agency supervisor(s) to be briefed and assigned work? Responding Agency employees will need names of your supervisor(s), phone numbers and locations and times to meet and report.

Who Can Help?

- _____ Review list of Public Works Emergency Response Mutual Aid agencies and locate an agency not affected by the emergency.
- _____ Contact your local Office of Emergency Management, if necessary.
- _____ Call the agency directly. Send written request as soon as possible.
 - _____ Identify yourself and your agency.
 - _____ Fill out a MUTUAL AID INFORMATION (see page 3) form.
 - _____ State the nature of the problem.
 - _____ State your needs - personnel, equipment, resources, etc. Length of time they will be needed?
 - _____ Advise the Responding Agency on weather and road conditions.
 - _____ How soon is aid needed? Is the work time sensitive?
 - _____ Advise the Responding Agency where, when and to whom they are to report?
 - _____ Identify facilities that are available to Responding Agency (shelter, food, etc.)

Briefing

- _____ Meet with your agency's union reps or supervisors to discuss how staff will be used.
- _____ Identify a staff person to work directly with your employees to handle and address questions. Provide local maps of the area with information such as eating and sleeping sites.
- _____ Provide system maps and discuss how to use them.
- _____ Review standards for the type of work being requested.
- _____ Establish a communications plan.

MUTUAL AID INFORMATION FORM
Requesting Agency

DATE: _____ TIME: _____

REQUESTING AGENCY: _____

NAME/TITLE CONTACT: _____

PHONE NUMBER: _____ FAX NUMBER: _____

EMERGENCY PHONE NUMBER: _____

TYPE OF EMERGENCY: _____

ESTIMATED DURATION ASSISTANCE WILL BE REQUIRED: _____

ASSISTANCE BEING REQUESTED (be as specific as possible.)

Technical Assistance *

Personnel

Area of Expertise

_____	_____
_____	_____
_____	_____
_____	_____

Equipment *

Communication Equipment: _____

Materials *

* Items to consider in your request:

- | | | |
|------------------------|---------------|----------------------|
| Inspectors | Engineers | Surveyors |
| Technicians | Truck Drivers | Utility person |
| Operators | Flaggers | Welders |
| Mechanics | Bridge Repair | Carpenters |
| Electricians | Dump Trucks | Back Hoe |
| Gravel | Pipe | Paving Equipment |
| Oiler | Grader | Compactor |
| Traffic Control Equip. | Power Supply | Communication Equip. |

RESPONDING AGENCY CHECKLIST

DATE: _____ TIME: _____

REQUESTING AGENCY: _____

NAME/TITLE CONTACT: _____

PHONE NUMBER: _____ FAX NUMBER: _____

EMERGENCY PHONE NUMBER: _____

TYPE OF EMERGENCY: _____

ESTIMATED DURATION ASSISTANCE WILL BE REQUIRED: _____

Fill out Mutual Aid Information form.

Clarify Need

- _____ Review types of damage and what Responding Agency employees may be expected to deal with (volcanic ash, earthquake, flooding, etc.)
- _____ Review types of equipment, materials and number of employees needed and skills required.
- _____ How long will your employees be needed? Should a relief crew be prepared? Where will your employees stay and eat?
- _____ Identify a communications plan for crews.
- _____ How will responding affect your agency's current operations?
- _____ Immediately notify Supervisor, elected officials and TransAid of request for Emergency Response Mutual Aid.

Preparations

- _____ Identify your responding employees. Review employee selection with union reps or supervisors. Ask employees to bring necessary personal items.
- _____ Identify Incident Commander for your employees and appoint staff for operations, planning, logistics and finance.
- _____ Review ER/FEMA documentation procedures with supervisors and initiate record-keeping requirements.
- _____ Inventory and standardize tools and materials on vehicles. Inspect vehicles for travel.
- _____ Set up daily check in time between Responding and Requesting agency. Review progress, identify hours worked, working conditions and status of crew.
- _____ Send cash (not check) or credit cards with Supervisor for emergency expenses.
- _____ Send mobile phone or ham radio equipment for back up communications.
- _____ Be sure emergency food and water are on each vehicle.

EMPLOYEE & EQUIPMENT INFORMATION Responding Agency

Agency: _____ Date: _____

Supervisor of Crew: _____

Communication Equipment/Phone Numbers: _____

Report Time: _____ Report Date: _____

Report To: _____ Area Assigned: _____

ASSISTANCE BEING PROVIDED (be as specific as possible)

Supervisor & Crew Employees

Name	Emergency Contact & Phone Numbers	Qualifications				
		Flagger	CPR	CDL	Operator	First Aid

Technical Assistance *

Personnel	Area of Expertise

Confined Space: _____

Equipment *

Truck Type & Size: _____

Truck Materials Inventory: _____

Truck Tools & Equipment Inventory: _____

Communication Equipment: _____

Materials *

Shoring Needed: _____

* Items to consider in your request:

Inspectors	Engineers	Surveyors
Technicians	Truck Drivers	Utility person
Operators	Flaggers	Welders
Mechanics	Bridge Repair	Carpenters
Electricians	Dump Trucks	Back Hoe
Gravel	Pipe	Paving Equipment
Oiler	Grader	Compactor
Traffic Control Equip.	Power Supply	Communication Equip.

1 copy to Requesting Agency
1 copy to Responding Agency
1 copy to Crew Supervisor

INCIDENT COMMANDER CHECKLIST

Responding Agency

Upon Arrival

- _____ Check-in with supervisor on site.
- _____ Review maps, damage information, repair needs and potential crew assignments. Request information on repair standards.
- _____ Ensure that lodgings, meals and refueling capabilities exist. If not, identify crew member to work on problem and ask Requesting Agency for assistance.
- _____ Review documentation procedures with Requesting Agency's supervisor and obtain supplies to track repairs and costs associated with job.
- _____ Establish daily briefing time with Requesting Agency's supervisor.
- _____ Establish daily documentation briefing with Requesting Agency's supervisor to ensure that tasks are completed.
- _____ Establish working shifts.
- _____ Review Communication Plan.

Daily Process

- _____ Briefing with supervisors and crew on work assignments and progress.
- _____ Review safety procedures with crew.
- _____ Review events and any problems or positive interaction with Requesting Agency's employees or customers.
- _____ Ensure lunch and evening food breaks are provided and that a system for meals, refueling and restocking is maintained.
- _____ Contact Responding Agency for briefing.
- _____ Review documentation at end of each day for accuracy and completion.

Work Termination

- _____ Meet with crews to review successes and problems.
- _____ Identify total hours worked and number of repairs.
- _____ Total up costs associated with work.
- _____ Allow rest and recovery time before leaving for home.

mutual

**EMERGENCY RESPONSE -- MUTUAL AID AGREEMENTS
TASK FORCE**

COUNTY MEMBERS

Robert Berg
Public Works Director
Lewis County
350 North Market Blvd
Chehalis, WA 98532-2626
Phone: 360-740-1122
Fax: 360-740-1479

Mike Daniels
Public Works Director
Grays Harbor County
P. O. Box 511
Montesano, WA 98563-0511
Phone: 360-249-4222
Fax: 360-249-3203

Steve Kohn
Project Dev. Engr
King County DOT
400 Yesler Wy
Seattle, WA 98104-2637
Phone: 206-296-8755
Fax: 206-296-0567

Phil Merrell
Public Works Director
Whitman County
P. O. Box 430
Colfax, WA 99111-0430
Phone: 509-397-6209
Fax: 509-397-6210

Dick Owings
Public Works Director
Adams County
210 West Broadway
Ritzville, WA 99169-1860
Phone: 509-659-4236
Fax: 509-659-0301

Gary Powell
Engr. Services Mgr.
Snohomish County
2930 Wetmore Avenue, Suite 500
Everett, WA 98201-4044
Phone: 206-388-6689
Fax: 206-388-6449

CITY MEMBERS

Ron Cameron
Public Services Admin.
City of Woodinville
13203 NE 175th St.
Woodinville, WA 98072-8534
Phone: 206-433-0179
Fax: 206-431-3665

Dave Davis
City Engineer
City of Everett
3002 Cedar Street
Everett, WA 98201
Phone: 206-259-8800
Fax: 206-259-8856

Fred French
City Engineer
City of Yakima
129 N. Second St.
Yakima, WA 98901
Phone: 509-575-6096
Fax: 509-576-6305

Tim Heydon
Public Works Director
City of Des Moines
805 So. 219th
Des Moines, WA 98198-6393
Phone: 206-870-6522
Fax: 206-870-6544

Marv Seabrands
Public Works Director
City of Mountlake Terrace
PO Box 72
Mtlk Terrace, WA 98043-0072
Phone: 206-776-1161
Fax: 206-778-6421

OTHERS

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PO Box 47390
Olympia, WA 98504-7390
Phone: 360-705-7389
Fax: 360-705-6822



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: PIONEER PARK - ROTARY PROJECT
DATE: AUGUST 16, 1997

INFORMATION/BACKGROUND

For years, the Rotary Club has wished to display the last remaining light pole from the original Narrows Bridge in some suitable location as an historic reference to those who worked on the original bridge, known as Galloping Gertie. KeyBank has graciously offered to provide a space just downhill from Uddenberg Street on Pioneer Way as a site for a pocket park to offer pedestrians a respite and a look at an unusual piece of local history. The light pole would stand approximately 24' high and would be functional, so lighting concerns would be evident. Low maintenance landscaping and installation would be provided by the Rotary Club of Gig Harbor. Peninsula Light Company has offered to assist Rotary in preparation of the light pole in this endeavor.

POLICY CONSIDERATIONS

KeyBank Corporation is willing to lease the area to the City of Gig Harbor for public park purposes on the conditions expressed in the attached lease agreement. KeyBank expresses numerous conditions in the lease agreement which retain KeyBank's ability to use the property for development without expense to KeyBank. The principal such requirement is that if the city turns the property back to KeyBank, at the initiative of either KeyBank or the city, then the city is responsible to restore the property to its original condition.

The chief reason for the city's involvement with this lease is liability coverage provided by virtue of the city's immunity from liability for sites utilized for municipal park purposes.

This proposal is consistent with the City of Gig Harbor Parks, Recreation and Open Space Plan following "Goals and Objectives":

Historical Resources

Develop a high quality, diversified park system that preserves significant historical opportunity areas and features.

5: Historical features and interests

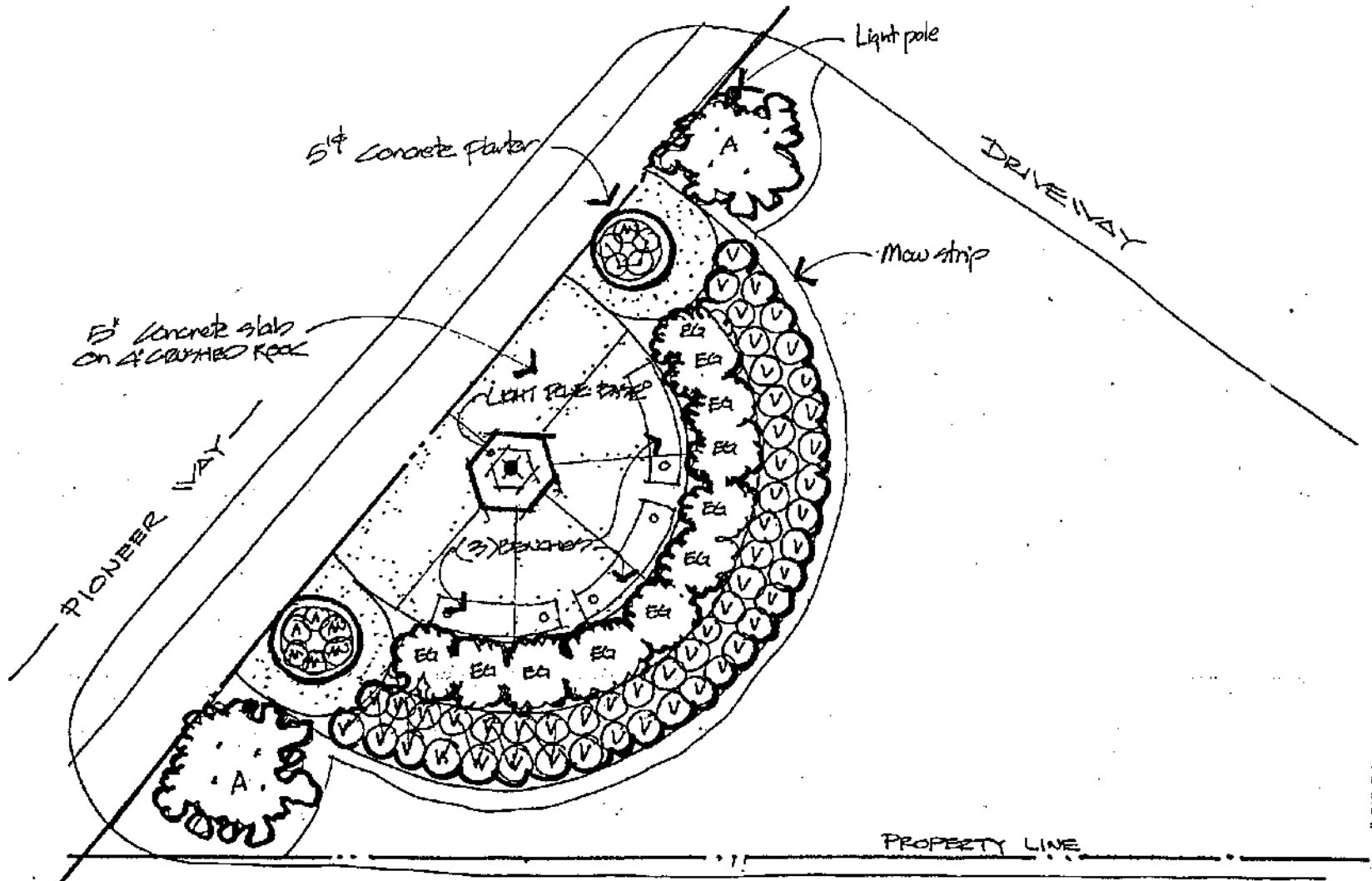
b: Identify and incorporate significant historical and cultural lands, sites, *artifacts*, and facilities into a park system to preserve these interests and provide a balanced social experience - such as St. Nicholas' Catholic Church or the present Peninsula Historical Society Museum.

FISCAL CONSIDERATIONS

The city would be responsible for the maintenance of site.

RECOMMENDATION

Staff believes it is possible to use the site as proposed. If the terms of the lease are acceptable to the City Council, then staff recommends approval of the project to be assessed by the Design Review Committee and approved by Public Works.



PLANTING PLAN @ PIONEER PARK

SCALE 1" = 10'-0"

S.447

LEASE AGREEMENT

THIS LEASE, is made this 6th day of August, 1997, by and between the City of Gig Harbor, a Washington municipal corporation, hereinafter referred to as Lessee, and KeyBank National Association, formerly KeyBank of Washington, a corporation organized under the laws of the State of Washington, hereinafter referred to as Lessor.

WITNESSETH:

1. Premises. The Lessor does hereby lease to the Lessee, and the Lessee does hereby lease from the Lessor, certain real property located at Pioneer Street and Uddenburg Lane , Gig Harbor, situate in the County of Pierce, State of Washington and legally described as follows:

See Attached Exhibit 'A'.

hereinafter referred to as the Premises. Lessee shall have no care, custody, control or right to use any portion of the real property other than that described below:

2. Use. The Lessee shall maintain the Premises for public park purposes only, and shall not use the Premises for any additional or illegal purposes.

3. Equipment. The Lessee shall, at Lessee's full expense, develop the Premises as illustrated in Exhibit 'B', or as may later be approved in writing by Lessor. No other erections nor improvements may be made to the Premises without the prior written consent of the Lessor, whose consent may be withheld at the Lessor's sole discretion.

4. Installation, Use, Operation and Removal. Lessee specifically agrees that in the installation, use, operation or removal of the park improvements described in paragraph 3, Lessee shall do nothing that shall in any way damage or otherwise affect real property owned by Lessor.

5. Alterations. Except as provided in paragraph 3 hereof, the Lessee shall not make any alterations, additions or improvements in the Premises, without the prior review and written consent of the Lessor. Said consent may be withheld at the sole discretion of the Lessor. In addition, all alterations, additions and improvements made by the Lessee shall be at the sole cost and expense of the Lessee, and removed by the Lessee at the termination of this lease. If the Lessee shall perform work with the consent of the Lessor, as aforesaid, the Lessee agrees to comply with all laws, ordinances, rules and regulations of the public authorities with jurisdiction, to save and hold the Lessor harmless from damage, loss or expense arising out of the said work and to remove all liens or encumbrances arising as a result of said work.

6. Care of Premises. The Lessor shall not be called upon to make any improvements or repairs of any kind upon that portion of the Premises occupied by the Lessee. The Lessee covenants and agrees that it shall occupy and use the Premises at all times in accordance with the laws and ordinances of the State of Washington and the City of Gig Harbor, and in accordance with all directions, rules, and regulations of the health officer, fire marshal, building inspector, or other proper officer of any public authority with jurisdiction, at the sole expense of the Lessee. The Lessee shall not permit waste, damage or injury to the Premises.

7. Access. The Lessee will allow the Lessor, its officials, employees and agents free access at all times to the Premises. This right of access shall not be construed as an agreement on the part of the Lessor to make any repairs on that portion of the Premises occupied by the Lessee, which repairs shall be wholly the Lessee's obligation.

8. Interference. Lessor agrees not to enter into leases for the premises with any other tenants that would be inconsistent with public park purposes. Lessor shall condition all future leases by prohibiting any new tenant from causing interference with the Lessee's use of the Premises.

9. Rent. The Lessee covenants and agrees to pay Lessor during the term, at the address in Section 1 herein, or as otherwise specified in writing, rent in the amount of one and no/100 Dollars (\$1.00) per month, to be paid yearly for the first year of said lease for the premises illustrated in Exhibit 'C'. This amount shall be payable in advance, on the first day of the year.

10. Consideration. As partial consideration for the execution of this lease, the Lessee has this date paid the Lessor the sum of twelve and no/100 Dollars (\$12.00), receipt of which is hereby acknowledged. If the Lessee shall have fully complied with all the covenants, agreements, terms and conditions of this lease, but not otherwise, this sum shall be credited on the payment of the last annual rental payment of the term of this lease.

11. Fees and Taxes. The Lessee shall pay promptly, and before they become delinquent, any applicable taxes on all personal property and improvements owned or placed by the Lessee on the Premises; shall pay all license fees and public utility charges related to the conduct of the Lessee's business on the Premises; shall pay for all permits, licenses and zoning approvals relating to the conduct of a public park on the Premises by the Lessee; and shall pay any lease tax arising as a result of the execution of this lease.

12. The Term. The term of this lease shall commence on the date of execution of this lease and shall end five years thereafter, unless sooner terminated as provided below.

13. Extensions. At the end of the initial five year Term, Lessor agrees to permit Lessee additional annual (12 month duration) extensions of this Agreement, IF (a) Lessee is not in violation

of any terms and conditions of this Agreement, and (b) Lessor is not then electing to exercise its options for early termination as permitted in Section 16 below.

14. Holdover. If the Lessee shall, with the written consent of the Lessor, holdover after the expiration of the term of this lease, the holdover tenancy shall be for an indefinite period of time on a month to month basis, which tenancy may be terminated by the provision of 30 days advance written notice by the party seeking termination of the tenancy to the other party. During such tenancy, the Lessee agrees to pay the Lessor the same rate of rental as was paid during the immediate past lease term unless a different rate is established by the Lessor, and further agrees to be bound by all of the terms, covenants, agreements and conditions as herein specified, so far as applicable.

15. Termination, Default and Reentry. Anytime during the term, including any extensions of this Agreement, Lessor and/or Lessee may terminate said Agreement by providing a minimum of 90-days written notice to the other party of its intent to so Terminate.

16. Non-Release of Obligations upon Termination. No termination, default or cancellation of this lease shall release Lessee from any liability or obligation with respect to any matter occurring prior to such termination, default or cancellation, nor shall termination, default or cancellation release Lessee from its obligation and liability as described in Section 3 herein to remove its facilities and equipment and restore the Premises.

17. Lessee's Removal of Its Property. Upon the surrender of the Premises by the Lessee, the Lessee shall remove, at Lessee's sole expense, from the Premises the personal property described in paragraph 3 above, and shall restore the Premises, at Lessee's sole expense, to its original condition, ordinary and reasonable wear and tear excepted.

18. Lessor's Removal of Lessee's Property. In the event of damage to, injury in, or any taking possession of, the Premises as aforementioned, the Lessor shall have the right, but not the obligation, to remove from the Premises all of Lessee's personal property located therein, and may store the same in any place selected by the Lessor, including, but not limited to, a public warehouse at the expense and risk of the Lessee thereof. If the Lessor removes the Lessee's property as provided under this section, it shall immediately provide Lessee written notice of such removal, and notice of the Lessee's right to redeem the property after payment of any sums due the Lessor, including the Lessor's costs of removal and storage. If Lessee does not redeem the property, the Lessor shall have the right to sell such stored property. If such property has thereafter been stored for a period of thirty (30) days or more and then sold, the proceeds of such sale shall be applied first to the cost of the sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from the Lessee to the Lessor under any terms hereof, the balance, if any, to be paid to the Lessee.

19. Cancellation. In the event that the Lessee determines that the Premises are unsuitable for the intended purpose as described in this lease, Lessee reserves the right to cancel this lease upon one hundred twenty days (120) written notice to the Lessor and Lessee shall comply with Section 17.

20. Indemnification and Waiver. Lessee shall place, operate and maintain all of its personal property and structures on the Premises at its own risk.

The Lessee agrees to defend, indemnify, and hold the Lessor, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorneys' fees, arising out of or in connection with the performance of this lease, except to the extent

said claims, injuries, damages, losses or suits arise out of or are in connection with the acts or negligence (sole or concurrent negligence) of Lessor, its officers, employees or agents.

21. Insurance. The Lessee shall procure and maintain for the duration of the lease, insurance against claims for injuries to persons or damage to the Property which may arise from or in connection with the performance of the lease by the Lessee, its agents, representatives or employees. The Lessee shall provide a Certificate of Insurance evidencing commercial general and public liability insurance written on an occurrence basis with limits no less than \$1,500,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage.

22. Fire and Other Casualty. In the event the Premises are destroyed or damaged by fire, earthquake or other casualty to such an extent as to render the same untenable by the Lessee in whole or in a substantial part, Lessee shall have the option to terminate the lease immediately without further liability or obligation to Lessor.

23. Condemnation. In the event of the taking of the Premises by condemnation or otherwise by any governmental, state or local authority, this Lease shall be deemed canceled as of the time of taking possession by said authority and, if the Lessee is not in default under any provisions of this Lease on that date, the Lessee shall be entitled to a prorata refund of any rental prepaid for the period beyond the date of cancellation. The Lessee shall have no claim to nor shall it be entitled to any portion of any condemnation or other award for damages to the Premises.

24. Liens and Insolvency. The Lessee shall keep the Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by the Lessee. In the event the Lessee becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or

other liquidating officer is appointed for the business of the Lessee, then the Lessor may cancel this lease at the Lessor's option.

25. Entire Agreement. The written provisions of this Agreement shall supersede all prior verbal statements of any officer or other representative of Lessor, and such statements shall not be effective or be construed as entering into, forming a part of, or altering in any manner whatsoever, this lease. The entire agreement between the parties with respect to the subject matter is contained in this lease.

26. Modification, Waiver. 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 parties.

27. Non-Waiver of Breach. The failure of the Lessor to insist upon strict performance of any of the covenants and agreements of this lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenant, agreement or option, or any other covenant, agreement or option.

28. Assignment and Subletting. The Lessee shall not, without the prior written consent of the Lessor, let or sublet the whole or any part of the Premises, nor assign this lease or any part hereof without the written consent of the Lessor. Lessor may withhold its consent to any subletting or assignment of this lease or any portion thereof.

29. Successors. Subject to the provision hereof pertaining to assignment and subletting, the covenants and agreements of this lease shall be binding upon the legal representatives, successors and assigns of any or all of the parties hereto.

30. Disputes, Governing Law. This lease shall be construed in accordance with the laws of the State of Washington. Venue and jurisdiction of any disputes as to its terms shall be with the Pierce County Superior Court, Pierce County, Washington.

31. Notices. Notices required to be in writing under this lease shall be sent by registered or certified mail as follows:

If to Lessor:

KeyBank Corporate Real Estate Dept.
1323 34th Ave E
Fife, WA 98424

If to Lessee:

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

32. Severability. If any section or provision of this lease shall be held by a court of competent jurisdiction to be unenforceable, this lease shall be construed as though such section or provision had not been included in it, and the remainder of the lease shall be enforced as the expression of the parties intentions. If any section or provision of this lease is found to be subject to two constructions, one of which would render such section or provision invalid and one of which would render such section or provision valid, then the latter construction shall prevail.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year first above written.

LESSEE:

THE CITY OF GIG HARBOR

LESSOR:

By _____
Its _____

By _____
Its _____

APPROVED AS TO FORM:

By _____
Gig Harbor City Attorney

ATTEST:

By _____
Gig Harbor City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

DATED this _____ day of _____, 1997.

(print or type name)
NOTARY PUBLIC, State of Washington,
residing in _____
My commission expires _____.

STATE OF _____)
) ss.
COUNTY OF _____)

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

DATED this _____ day of _____, 1997.

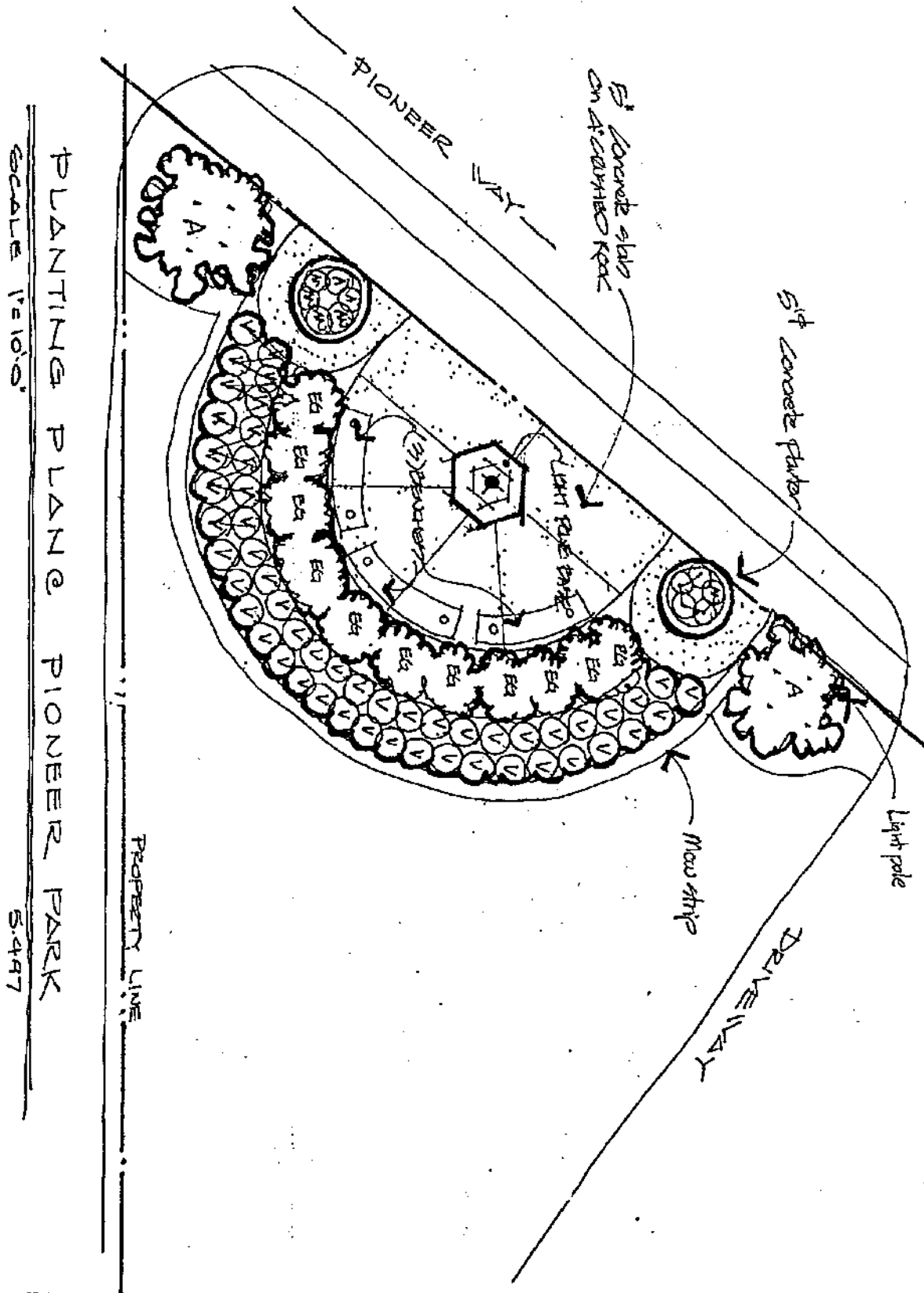
(print or type name)
NOTARY PUBLIC, State of Washington,
residing in _____
My commission expires _____.

Exhibit 'A'

LEGAL DESCRIPTION

BEGINNING AT THE SOUTHWEST CORNER OF SOUTHWEST QUARTER OF NORTHEAST QUARTER OF NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, THENCE RUNNING EAST 146.47 FEET ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF NORTHEAST QUARTER OF NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN TO THE CENTER LINE OF PIONEER WAY ALSO KNOWN AS WOLLOCHET GIG-HARBOR COUNTY ROAD, THENCE RUNNING EAST 38.05 FEET ALONG SAME SOUTH LINE OF THE SOUTHWEST QUARTER OF NORTHEAST QUARTER OF NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN TO THE SOUTH WEST CORNER OF LOT 8 OF THE PETER SKANSI ADDITION TO GIG HARBOR, THENCE NORTHEASTERLY ALONG THE WESTERN LINE OF LOTS 8, 9 AND 10 OF THE SAME PETER SKANSI ADDITION TO GIG HARBOR, ALSO THE SOUTH SIDE OF PIONEER WAY, TO THE SOUTHWEST CORNER OF LOT 11, THE TRUE POINT OF BEGINNING, THENCE NORTHEASTERLY 100 FEET ALONG THE SAME SOUTH LINE OF PIONEER WAY, THENCE SOUTH 0° 00' 10" WEST 70.71 FEET TO THE INTERSECTION OF THE SOUTH LINE OF LOT 11 OF THE SAME PETER SKANSI ADDITION TO GIG HARBOR, THENCE 70.71 FEET WEST ALONG SAID SOUTH LINE OF LOT 11 TO BEGINNING, AND CONTAINING 0.057 ACRES MORE OR LESS.

Exhibit 'B'

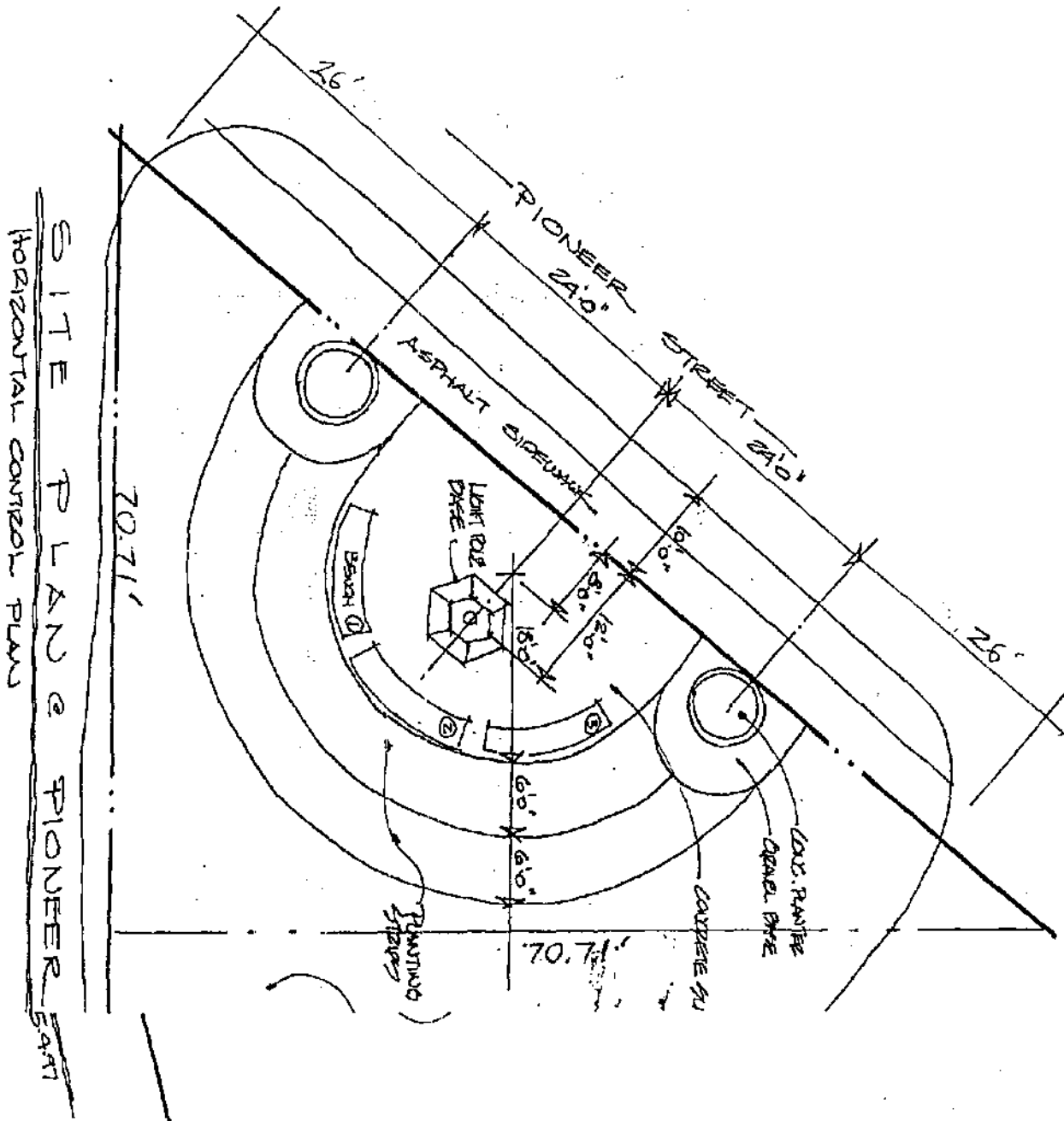


PLANTING PLANG PIONEER PARK

SCALE 1/2"=10''

5497

Exhibit 'C'



SITE PLAN @ PIONEER
HORIZONTAL CONTROL PLAN



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: AMENDMENT TO SEWER EXTENSION ORDINANCE
DATE: APRIL 15, 1997

INFORMATION/BACKGROUND

A municipal or quasi-municipal corporation may currently apply for an extension of sewer service outside the boundary of the Urban Growth Area if the entity can meet the criteria identified in 13.34.070. (Chapter 13.34 is attached) The intent of this section was to allow municipal or quasi-municipal corporations such as water, sewer or fire districts to make application for water or sewer service for property outside the urban area boundary in order to advance the local public interest.

POLICY CONSIDERATIONS

The ordinance as crafted restricts application to those entities that can show, among other requirements, an emergency order issued by the Department of Ecology. In the case of the Peninsula School District, for instance, this requirement would limit extensions to those schools which had failing septic drainfield systems. New schools would be unable to meet this particular criterion. With the siting of a new middle school under discussion, this ordinance is of particular interest to the Peninsula School District.

Additionally, other criteria might be better left in a *discretionary* category. For instance, the criterion proposed in C.3., if imposed, would mean that a sewer district which was not contiguous to the UGA boundary and the city's sewer system could connect to sewer, but that a school site in the same situation could not. School systems cannot gain easement rights for sewer. Thus, under the C.3. criterion, a school would need to be contiguous to the UGA and immediately adjacent to the city system. Such a stipulation might not be in the local public interest.

FISCAL CONSIDERATIONS

Fiscal considerations with respect to this ordinance are fact situation dependent. The ordinance, both as written and as proposed, provides a framework for the protection of ratepayer interests and potential liabilities.

RECOMMENDATION

This is the first reading of this ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SEWER EXTENSIONS OUTSIDE THE CITY LIMITS, CHANGING THE PROCESS FOR APPLICATION OF SUCH EXTENSIONS BY MUNICIPAL AND QUASI-MUNICIPAL CORPORATIONS TO ALLOW SUBMITTAL TO THE CITY UNDER CERTAIN LIMITED CIRCUMSTANCES, WITHOUT A DEPARTMENT OF ECOLOGY EMERGENCY ORDER; AMENDING SECTION 13.34.070 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, a municipal or quasi-municipal corporation may now apply for an extension of sewer service outside the boundaries of the City of Gig Harbor, pursuant to Gig Harbor Municipal Code ("GHMC") § 13.34.070; and

WHEREAS, a successful municipal or quasi-municipal applicant for sewer service outside the City boundaries must satisfy all of the requirements of chapter 13.34 GHMC, including a demonstration that "the extension is necessary to protect basic public health, safety and/or the environment;" and

WHEREAS, as a prerequisite, GHMC § 13.34.070(A) now requires an applicant to submit an emergency order issued by the Department of Ecology; and

WHEREAS, the City Council finds that as long as the municipal or quasi-municipal corporation can demonstrate compliance with all of the conditions set forth in chapter 13.34 GHMC relative to such sewer service, an emergency order issued by the Department of Ecology is unnecessary, but submission of such order is one method by which an applicant can

demonstrate that the extension will protect basic public health, safety and/or the environment;
and

WHEREAS, the City Council desires to eliminate the requirement that an emergency order issue as a prerequisite to extension of all municipal or quasi-municipal extension sewer service outside the City limits, but not to alter the applicant's burden to demonstrate that the extension is necessary to protect basic public health, safety and/or the environment; now, therefore,

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

Section 1. Section 13.34.070 of the Gig Harbor Municipal Code is hereby amended to read:

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 ~~shall~~ 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 ~~under the following conditions~~ if the council finds:

1. ~~The council finds~~ that the requested service is financially supportable at rural densities and does not permit urban development;
2. ~~Restrictions are placed on the hours that the city will accept sewage flow from the applicants;~~
3. ~~Restrictions are placed on the amount of sewage flow or water provided to the applicant;~~

42. that the city's NPDES permit will not be affected by the extension; and
- ~~5. For extensions outside the city's urban growth boundary area, the applicant shall have responsibility for its own facilities;~~
63. 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);.
- ~~7. Any other conditions the council considers appropriate.~~

C. The council's approval of any extension under the criteria in GHMC § 13.34.070(B) above 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.

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 ADMINISTRATOR, MARK HOPPEN

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. _____

CAM162782.10/00008.200002

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 SEWER EXTENSIONS OUTSIDE THE CITY LIMITS, CHANGING THE PROCESS FOR APPLICATION OF SUCH EXTENSIONS BY MUNICIPAL AND QUASI-MUNICIPAL CORPORATIONS TO ALLOW SUBMITTAL TO THE CITY UNDER CERTAIN LIMITED CIRCUMSTANCES, WITHOUT A DEPARTMENT OF ECOLOGY EMERGENCY ORDER; AMENDING SECTION 13.34.070 OF THE GIG HARBOR MUNICIPAL CODE.

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

DATED this _____ day of _____, 199_.

CITY ADMINISTRATOR, MARK HOPPEN

1989; Ord. 552 § 2, 1989; Ord. 538 § 1, 1988; Ord. 499 § 7, 1986).

13.32.065 Connection fees – Changes in class of service or ERU assignment.

When a change occurs which would place the customer in a different class of service or change the ERU assignment from that on which connection fees have been paid, an additional connection fee shall be charged. The additional fee shall be the difference between the connection fee, calculated at the current rates, based on the current class of service and ERU assignment, at the current rates, and the connection fee, calculated at the current rates, based on the class of service and ERU assignment on which connection fees have already been paid. The following examples illustrate changes in class of service or ERU assignment:

A. A residence adding an additional dwelling unit would change from the single-family dwelling class with one ERU to the multifamily dwelling class with two ERU's;

B. An elementary school's population increasing by 54 students would increase its ERU assignment by one;

C. A "quality restaurant" adding 16 additional seats would increase its ERU assignment by two;

D. A commercial property adding 4,800 square feet additional floor space would increase its ERU assignment by three. (Ord. 720 § 4, 1996).

13.32.070 Sewer connection agreement.

A sewer connection agreement may be executed between the city of Gig Harbor and a user who desires to obtain sewer service for an existing residential or nonresidential structure connected to a septic system. The sewer connection agreement will allow the user to make payments on any connection fee in excess of \$5,000 over a period of time ranging from three to 10 years. (Ord. 548 § 4, 1988).

Chapter 13.34

**WATER AND SEWER SERVICE
OUTSIDE CITY LIMITS**

Sections:

- 13.34.010 City's authority to provide service outside city limits.
- 13.34.020 Water or sewer service application.
- 13.34.040 Charges for water or sewer service.
- 13.34.060 Utility extension agreement.
- 13.34.070 Extensions for public health, safety or environmental reasons.

13.34.010 City's authority to provide service outside city limits.

A. The city is authorized, pursuant to RCW 35.67.310 and 35.92.200, to provide sewer and water service to property outside the city limits. The city's provision of such service is not mandatory. In all circumstances in which the city agrees to provide water or sewer service to property beyond its limits, the applicants for such service must comply with all of the terms and conditions of this chapter.

B. After designation of the city's urban growth area boundary by the county as contemplated by RCW 36.70A.110, the city is prohibited from annexing territory beyond such boundary (RCW 35A.14.005). Therefore, except to municipal corporations or quasi-municipal corporations, such as water, sewer or fire districts, and then only under the circumstances described in subsection C of this section, the city's extension of water and sewer service outside the city limits to property not contained within the city's urban growth area is not appropriate under GHMC 13.34.060(H).

C. The Growth Management Act, Chapter 36.70A RCW, has been amended to allow cities to provide water and sewer services in rural areas in those limited circumstances shown to be necessary to protect basic public health, safety and the environment, and when such services are financially supportable at rural densities and do not permit urban development (Chapter 2, 1995 Laws of the state of Washington, amending RCW 36.70A.110). Applications for water and sewer service in rural areas or areas outside the city's urban growth area may be granted by the city council under the circumstances in this section, and under the procedures set forth in GHMC 13.34.070. (Ord. 697 § 1, 1995; Ord. 660 § 1, 1994).

13.34.020

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 and/or the environment. This showing shall 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 under the following conditions:

1. The council finds that the requested service is financially supportable at rural densities and does not permit urban development;

2. Restrictions are placed on the hours that the city will accept sewage flow from the applicants;

3. Restrictions are placed on the amount of sewage flow or water provided to the applicant;

4. The city's NPDES permit will not be affected by the extension;

5. For extensions outside the city's urban growth boundary area, the applicant shall have responsibility for its own facilities;

6. 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);

7. Any other conditions the council considers appropriate. (Ord. 697 § 3, 1995).



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: AVALON WOODS - DEDICATION AND MAINTENANCE REQUEST
DATE: AUGUST 19, 1997

INTRODUCTION/BACKGROUND

Representatives from the Avalon Woods subdivision have requested that the City assume maintenance responsibilities for the streets and storm drainage system serving their plat. The plat is located on the southern end of the recently annexed Gig Harbor North area (between approximately 96th Street and 100th Street), just west of Peacock Hill Avenue.

The plat was constructed in 1989 as Harborcrest II, a private subdivision under Pierce County's development regulations. Except for utilities, construction was inspected by the plat's design engineer. Water and sanitary sewer service are provided by Harbor Water and the City, respectively.

Prior to the Gig Harbor North annexation, residents in the development received assurances that City staff, including the previous Public Works Director, would support a request for the City to assume street and storm sewer system maintenance responsibilities subsequent to annexation.

The plat's storm sewer system includes a detention pond that was constructed in an existing ravine on the south side of the plat (just north of 96th Street). The ravine, and detention pond, collect and route drainage from more than just the Avalon Woods storm sewer system. An engineered fill, with concrete surfaced upstream face was constructed below the detention pond's control structure. Staff has not inspected the control structure or observed its operation, but anecdotal information from this winter's storms suggest that the structure functioned as a siphon under those loading conditions.

Prior to accepting a dedication of the streets and storm drainage system, there are several issues which need to be considered, including:

1. Conformance of the streets and storm drainage system to City standards.
2. Costs for maintaining and/or improving the streets and storm drainage system to City standards, including evaluation of the conditions of the streets and storm drainage system. The evaluation of the drainage system should include an analysis of upstream and downstream conditions, adequacy of the detention system, and permit requirements if any.
3. The presence of any hazardous materials.
4. Special obligations which may be assumed by the City for drainage system and/or outfall maintenance by the dedication to the City.
5. The implications for future requests.

MAYOR WILBERT AND CITY COUNCIL

August 19, 1997

Page 2

POLICY CONSIDERATIONS

Staff has performed a cursory review of the street and storm sewers within the roadway sections. They appear to be in good condition. Other than routine maintenance, major maintenance activities such as resurfacing should not be necessary for another ten to fifteen years. While there would be additional costs; there are potential benefits in having more local streets within the City's inventory to reduce the percentage of arterial miles. This is significant for the City's ability to obtain Federal and State grants for street improvement projects since most programs limit funding to arterial routes, and the State limits the percentage of an agency's streets which can be classified as arterials under the federal functional classification system.

Considering that the constructed detention system serves more than the Avalon Woods subdivision, and that downstream problems have been experienced, determination and evaluation of any risks and downstream impacts of the storm drainage system will be in the public interest.

Private roads and drainage systems present the same long-term maintenance obligations to the owners as would typically be experienced by a public agency. These costs, both in term of dollars and time, are not necessarily a consideration when individuals purchase properties in those private developments. As these private systems continue to age and maintenance requirements increase, requests for transfer to public ownership are anticipated.

This Department is recommending an independent engineering evaluation in consideration of the time and specialization necessary for this type of analysis.

FISCAL CONSIDERATIONS

There are approximately 0.6-miles (3,066- linear feet) of street and sidewalk within the development. The development also includes approximately 3,300 linear feet of storm sewer system, a detention pond with controlled outlet structure, and a downstream structural fill with armored upstream slope. The entrance area includes an intensely landscaped area which will require extensive maintenance unless a separate maintenance agreement is arranged. The elected Avalon Woods representative has indicated that they would be agreeable to separating the landscaping improvements from the City's maintenance responsibilities. The streets and storm sewer system appear to be in good condition and would probably not require intensive maintenance for another ten to fifteen years. However, the storm detention system presents some concerns due to the age of the facility, the more rigorous design standards now in place, lack of maintenance, and indirect observations of the system's performance during last winter's storms.

Staff has determined that an independent engineering evaluation will cost approximately \$8,000, including limited geotechnical work.

RECOMMENDATION

The Public Works Director recommends, and requests authorization to initiate consultant selection for, an independent engineering evaluation of the storm drainage basin and Avalon Woods storm drainage system, including the detention system, relative to the potential costs for transfer of ownership and maintenance responsibilities to the City.



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: WASTEWATER TREATMENT PLANT EXPANSION PROJECT
- CONTRACT CLOSURE
DATE: AUGUST 19, 1997

INTRODUCTION/BACKGROUND

On June 26, 1994 the Council awarded the contract for the Wastewater Treatment Plant Expansion project to McClure & Sons, Inc., in the amount of \$2,213,570.66. Based on a September 19, 1994 starting date, work on the 365-calendar day project was originally scheduled for completion by September 19, 1995.

Three change orders have been issued for this project in the total amount of \$44,305.19, or approximately two (2) percent of the original contract amount. Change Order No. 1 was executed on September 5, 1995 in the amount of \$10,104.22 and extended the contract time by 40-days. Change Order No. 2 was submitted for Council approval on November 8, 1995 in the amount of \$14,158.90 and added 52-days to the contract time. Change Order No. 3 was approved by the Council on June 10, 1996 in the amount of \$23,542.18, and extended the contract completion date to June 12, 1996.

Change Order No. 4 is a negotiated cost change order with a net credit to the City. The change order resolves outstanding issues, and places the date of substantial completion on June 12, 1996. Some of the major features of the change order include a 50% reduction in payment for the cyclone degritter in consideration of its failure to perform to the specified grit removal levels during two separate tests, and despite field modifications by the manufacturer. An additional credit was received for staff time for the second test.

Two other substantive items include credits for the City assuming full responsibility for the 30-day commissioning period, and warranty related repair items. These items were waived in consideration of the length of time the plant has been operating, the corrective work already performed by the Contractor, the similarity to the effort required of staff during the DOE one-year certification program which is outside the scope of the construction contract, and the superior ability of staff to respond to needed corrective work or modifications identified during the one-year certification process.

In conjunction with Change Order No. 4, a Final Progress Estimate and Reconciliation of Quantities, and Final Contract Voucher Certificate have been prepared, and have been signed by both the Contractor and the project manager for the design consultant firm of Gray & Osborne, Inc. In addition, the City attorney has prepared an amendment to the agreement with the Contractor, McClure & Sons, which confirms that the Final Progress Estimate and Reconciliation of Quantities, and Change Order No. 4, resolve any and all issues, and serves as a release of any claims.

MAYOR WILBERT AND CITY COUNCIL

August 19, 1997

Page 2

The Department believes that it is imperative that this contract be closed and that the City have full ability to undertake necessary repairs and improvements. Accordingly staff is recommending that Council authorize execution of Change Order No. 4, the First Amendment to Agreement Between McClure & Sons and the City of Gig Harbor (for the Wastewater Treatment Expansion Project), and acceptance of the project (Final Contract Voucher Certificate).

ISSUES/FISCAL IMPACT

The original contract amount was \$2,213,570.66, including Washington State sales tax. Three change orders have been executed bringing the total authorized contract amount to \$2,261,365.96, including sales tax. Change Order No. 4 will reduce the total authorized contract amount by \$15,498.00 to \$2,245,877.96, including sales tax. The total amount due the Contractor, including payments and credits under Change Order No. 4, will be \$2,117,599.19, or \$95,971.47 less than the original contract amount.

RECOMMENDATION

This Department recommends that Council move and approve Change Order No. 4 for the Wastewater Treatment Plant Expansion Project in the credit amount of fifteen-thousand four-hundred ninety-eight dollars and no cents (\$15,498.00), including Washington State sales tax, and acceptance of the project in the final contract amount of two-million two-hundred twenty-nine thousand six-hundred seventy-four dollars and eleven cents (\$2,229,674.11), including Washington State sales tax. Staff also recommends that Council move and approve execution of the attached First Amendment to Agreement Between McClure & Sons and the City of Gig Harbor (for the Wastewater Treatment Plant Expansion Project).

**FIRST AMENDMENT TO AGREEMENT
BETWEEN McCLURE & SONS AND
THE CITY OF GIG HARBOR**

THIS FIRST AMENDMENT is made to the Agreement between the City of Gig Harbor (hereinafter the "Owner") and McClure & Sons (hereinafter the "Contractor"), dated August 31, 1994, (hereinafter the Agreement).

W I T N E S S E T H :

WHEREAS, the parties entered into the Agreement for the construction of the Gig Harbor Wastewater Treatment Plan Expansion Project (the "Project" herein); and

WHEREAS, during and after the construction of the Project, but before final payment and acceptance of the Project, the Project Engineer and the Contractor identified several issues with regard to certain work and/or equipment for the Project as a whole; and

WHEREAS, this work and/or equipment is described in Change Order No. 4, which is attached to this Amendment as if fully set forth, as well as the City's and Contractor's justification for revisions to the Agreement for each item; and

WHEREAS, the parties have agreed that the Project is ready for final payment to the Contractor, and final acceptance by the City Council; and

WHEREAS, the parties have agreed to execute this Amendment to clarify their understandings with regard to all work and/or equipment referenced in Change Order No. 4, and their agreement that such Order and final payment constitutes the resolution of any and all disputes regarding the work and/or equipment referenced in Change Order No. 4 and the Project as a whole; now, therefore

T E R M S :

In consideration of the mutual promises described herein, the parties agree to the following terms and conditions:

Section 1. General Stipulations applicable to Change Order No. 4 and Final Payment. The parties acknowledge that the General Stipulations, Section 12, p. 8 of the Contract Documents allow the Contractor to assert a claim against the City within 10 days after receipt of Change Order No. 4. In addition, the parties acknowledge that the same section of the Contract Documents also prohibits the Contractor from making any claim for an equitable adjustment after the City makes its final payment to the Contractor under this Contract.

The Contractor and the City have varied from the process for Extra, Additional or Omitted Work in Section 12 of the General Stipulations, by mutually agreeing to the adjustments in the work and/or equipment as specifically described in Change Order No. 4. The Contractor

acknowledges this is the consideration for the Contractor's agreement not to make a claim for an equitable adjustment under the Contract.

Section 2. Effect of Contractor's Simultaneous Receipt of Change Order No. 4 and Final Payment. Contractor further agrees that its simultaneous receipt of Change Order No. 4 and its Final Payment under this Contract prohibits the Contractor from making any claim for an equitable adjustment as to Change Order No. 4 and the Project as a whole. The parties have mutually agreed to a simultaneous receipt of Change Order No. 4 and the Final Payment under this Contract as the best method to expeditiously close the contract for the Project, and resolve any remaining differences for the Project as a whole.

Section 3. Acceptance of Final Payment as Release. Contractor agrees that its acceptance of the Final Payment under this Contract and execution of this Amendment shall be and shall operate as the Contractor's release to the City of all claims and all liability for all things done or furnished in connection with the work and for every act and neglect of the City and others relating to or arising out of all work and equipment described in Change Order No. 4 and the Project as a whole.

Section 4. All Other Terms and Conditions Unaffected. The parties to this Amendment acknowledge that by execution of this Amendment, receipt of Change Order No. 4 and the Final Payment, that any and all issues between the parties and arising under the Agreement have been resolved. The parties acknowledge that all other terms and conditions of the Agreement and the Contract Documents shall remain in full force and effect as provided in the Agreement. The parties further acknowledge that this Amendment shall become a part of the Contract Documents for the Project.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement on this ____ day of _____, 1997.

OWNER

CONTRACTOR

THE CITY OF GIG HARBOR

McCLURE & SONS

By: _____
Its Mayor

By:  _____

ATTEST:

By: _____
CITY CLERK

APPROVED AS TO FORM:

By: _____
CITY ATTORNEY



City of Gig Harbor. The "Maritime City."

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

FINAL CONTRACT
VOUCHER CERTIFICATE

CONTRACTOR McClure & Sons, Inc.			
STREET ADDRESS 16300 Mill Creek Blvd., Suite G4			
CITY Mill Creek	STATE WA.	ZIP 98012	DATE 6/21/97

STATE PROJECT NO. N/A	FEDERAL-AID PROJECT NO. N/A	OTHER N/A
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PROJECT: CITY OF GIG HARBOR WASTEWATER TREATMENT PLANT EXPANSION

DATE WORK PHYSICALLY COMPLETED July 2, 1997	FINAL AMOUNT \$2,229,674.11
--	--------------------------------

Contractor's Certification

I, the Undersigned, having first been duly sworn, certify that the attached Final Estimate and Reconciliation of Quantities is a proper charge for work performed and material furnished to the City of Gig Harbor for the above Project; that the same or any part thereof has not been paid; and that I am authorized to sign for the claimant (Contractor); that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift of money in any form whatsoever has been extended to any employee of the City of Gig Harbor nor have I rented or purchased any equipment or materials from any employee of the City of Gig Harbor. I further certify that the attached Final Estimate and Reconciliation of Quantities is a true and correct statement showing all of the monies due me from the City of Gig Harbor under this contract; that I have carefully examined said Final Estimate and Reconciliation of Quantities and understand the same; and that I hereby release the City of Gig Harbor from any and all claims of whatsoever nature, which I may have arising out of the performance of said contract, which are not set forth in said Final Estimate and Reconciliation of Quantities. (See "Note" below)

[Handwritten Signature]
(Contractor Authorized Signature Required)
Les McClure, President
(Type Signature Here)

Subscribed and sworn to before me this 18 day of August, 1997
X *Judy McClure* notary public in and for the State of Washington,
residing at Mill Creek

City of Gig Harbor Certification

I certify the attached Final Estimate and Reconciliation of Quantities to be based upon actual measurements, and to be true and correct:

APPROVED Date _____

X _____
Project Manager - Gray & Osborne, Inc.

X _____
Public Works Director

Date of Acceptance _____

By X _____

NOTE: Contractor's claims, if any, must be included and the Contractor's Certification must be labeled indicating a claim attached.

FINAL PROGRESS ESTIMATE & RECONCILIATION OF QUANTITIES

CITY OF GIG HARBOR
PIERCE COUNTY
WASHINGTON

August 4, 1997

TO: McCLURE & SONS, INC.
16300 MILL CREEK BLVD. G-4
MILL CREEK, WA 98012

CONTRACT FOR: WASTEWATER TREATMENT
PLANT EXPANSION PROJECT
G&O #91761.01

ITEM	ACTUAL QUANTITY	UNIT PRICE	AMOUNT	PERCENT OF CONTRACT QUANTITY
=====	=====	=====	=====	=====
1. Mobilization & Demobilization	100.0% LS	\$95,000.00	<u>95,000.00</u>	<u>100.0%</u>
2. Clearing & Grubbing	100.0% LS	\$45,000.00	45,000.00	100.0%
3. Demolition	100.0% LS	\$65,000.00	65,000.00	100.0%
4. Fencing	92 LF	\$18.00	1,656.00	61.3%
5. Dewatering	100.0% LS	\$2,500.00	2,500.00	100.0%
6. Temp. Shoring and Bracing	100.0% LS	\$1,500.00	1,500.00	100.0%
7. Excav., Bkfl., & Wastehaul	100.0% LS	\$4,500.00	4,500.00	100.0%
8. Foundation Gravel	511.80 TN	\$16.00	8,188.80	80.0%
9. Gravel Base	221.59 TN	\$16.00	3,545.44	39.6%
10. Crushed Surfacing	0 TN	\$16.00	0.00	0.0%
11. Gravel Bkfl. for Pipe Bedding	14 TN	\$13.00	182.39	5.6%
12. Special Excav. for Unsuit. Mat'l.	20 CY	\$25.00	500.00	10.0%
13. Trench Safety Systems	100.0% LS	\$1,500.00	1,500.00	100.0%
14. Concrete (3,500 psi)	898.50 CY	\$333.00	299,200.50	102.1%
15. Concrete (2,000 psi)	5 CY	\$60.00	300.00	9.8%
16. Cement Grout (2,500 psi)	45 CY	\$220.00	9,900.00	150.0%
17. Reinforcing Steel	113.96 TN	\$750.00	85,470.00	95.0%
18. DELETED	N/A	N/A	N/A	N/A
19. Caulking & Sealants	100.0% LS	\$1,000.00	1,000.00	100.0%
20. Miscellaneous Metals	100.0% LS	\$48,000.00	48,000.00	100.0%
21. Painting	100.0% LS	\$40,000.00	40,000.00	100.0%
22. Cyclone Degritter	100.0% LS	\$36,000.00	<u>36,000.00</u>	<u>100.0%</u>
23. Rotary Screen	100.0% LS	\$23,000.00	23,000.00	100.0%
24. RAS Pump	100.0% LS	\$12,000.00	12,000.00	100.0%
25. Sludge Pumps Renovation	100.0% LS	\$15,000.00	15,000.00	100.0%
26. Progressing Cavity Pumps	100.0% LS	\$23,000.00	23,000.00	100.0%
27. Blower	100.0% LS	\$20,000.00	20,000.00	100.0%
28. Air Diffusion Equipment	100.0% LS	\$80,000.00	80,000.00	100.0%
29. New Secondary Clarifier	100.0% LS	\$80,000.00	80,000.00	100.0%
30. Existing Sec. Clarifier Modif.	100.0% LS	\$35,000.00	35,000.00	100.0%

FINAL PROGRESS ESTIMATE & RECONCILIATION OF QUANTITIES

	N/A	N/A	N/A	N/A
31. DELETED				
32. Solid Bowl Centrifuge	<u>100.0%</u> LS	\$160,000.00	<u>160,000.00</u>	<u>100.0%</u>
33. Polymer Feed Equipment	100.0% LS	\$53,000.00	53,000.00	100.0%
34. Aspirating Mixers	100.0% LS	\$100,000.00	100,000.00	100.0%
35. Foam Cutters	100.0% LS	\$32,000.00	32,000.00	100.0%
36. Screw Press Modifications	<u>100.0%</u> LS	\$15,000.00	<u>15,000.00</u>	<u>100.0%</u>
37. Odor Control System	100.0% LS	\$65,000.00	65,000.00	100.0%
38. Chemical Metering Pump	100.0% LS	\$1,500.00	1,500.00	100.0%
39. Conveying Systems	100.0% LS	\$15,000.00	15,000.00	100.0%
40. Flow Meters	100.0% LS	\$28,000.00	28,000.00	100.0%
41. Dissolved Oxygen Meters	100.0% LS	\$6,000.00	6,000.00	100.0%
42. DELETED	N/A	N/A	N/A	N/A
43. Piping, Valves & Appur.	100.0% LS	\$224,000.00	224,000.00	100.0%
44. Heating & Ventilation	100.0% LS	\$5,500.00	5,500.00	100.0%
45. Electrical	100.0% LS	\$285,000.00	285,000.00	100.0%
46. DELETED	N/A	N/A	N/A	N/A
47. Thermophilic Digester Insulation	100.0% LS	\$4,000.00	4,000.00	100.0%
48. Submersible Pump	100.0% LS	\$5,500.00	5,500.00	100.0%
 Subtotal, Contract Items		 2,051,502.00		
Completed to Date:			\$2,036,443.13	100.0%
Change Order No. 1:	9,364.43			
Change Order No. 2:	13,122.24			
Change Order No. 3:	21,818.52			
Change Order No. 4:	<u>(14,350.00)</u>			
Total of Change Orders 1-4:			<u>\$29,955.19</u>	
Total Earned to Date:			\$2,066,398.32	
Plus Sales Tax (7.9% thru Prog. Est. No. 12):	\$160,850.30			
Plus Sales Tax (8.0%, Prog. Est. No. 13 & Final)	<u>\$2,425.48</u>			
Total Sales Tax:			<u>\$163,275.79</u>	
Total Amount Due Contractor:			\$2,229,674.11	
Less Amounts Previously Paid:				
Est. No. 1:	80,841.46			
Est. No. 2:	77,507.82			
Est. No. 3:	73,073.78			
Est. No. 4:	106,129.94			
Est. No. 5:	249,574.84			
Est. No. 6:	321,332.31			
Est. No. 7:	341,895.84			
Est. No. 8:	381,687.77			
Est. No. 9:	174,289.33			
Less Amounts Previously Paid (Cont.):				

FINAL PROGRESS ESTIMATE & RECONCILIATION OF QUANTITIES

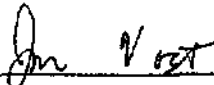
Est. No. 10:	109,184.42	
Est. No. 11:	129,441.56	
Est. No. 12:	50,167.04	
Est. No. 13:	<u>22,473.08</u>	
Amount Previously Paid:		<u>\$2,117,599.19</u>
Subtotal (Tot. Amt. Due - Amt. Prev. Pd.):		\$112,074.92
Less 5% Retained (Based on Total Earned to Date)		\$103,319.92
TOTAL AMOUNT NOW DUE:		\$8,755.00
Total Retainage to Date:		\$103,319.92
Less Previous Retainage:		<u>\$102,894.92</u>
Retainage this Progress Estimate:		<u>\$425.00</u>

I hereby certify that the foregoing quantities and amounts in the Final Progress Estimate and Reconciliation of Quantities are a true and correct statement of the work performed under this contract.

JOHN P. WILSON, P.E.
GRAY & OSBORNE, INC.

WESLEY L. HILL, P.E.
CITY OF GIG HARBOR

I hereby certify that the foregoing quantities and amounts in the Final Progress Estimate and Reconciliation of Quantities are a true and correct statement of the work performed under this contract, that minimum prevailing wages have been paid in accordance with the prefilled "Statements of Intent to Pay Minimum Prevailing Wages," and that Standard Form 100 (EEO-1), notification under Executive Order 11246, and SF-257 Monthly Employment Utilization Reports have been filed in accordance with the requirements of Federal Law and the Contract Documents.



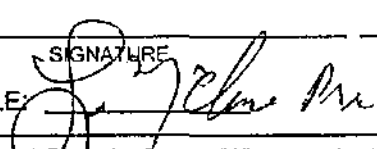
JIM VOGT, PROJECT MANAGER
McCLURE & SONS, INC.

CITY OF GIG HARBOR
PUBLIC WORKS DEPARTMENT

Sheet 1 of 1
Date 06/11/97

CHANGE ORDER

Change Order Number 4

<input type="checkbox"/> ORDERED BY ENGINEER/CITY UNDER TERMS OF SECTION 1-04.4 OF THE STANDARD SPECIFICATIONS. <input type="checkbox"/> CHANGE PROPOSED BY CONTRACTOR. <input type="checkbox"/> OTHER: CHANGE MUTUALLY AGREED BETWEEN THE CITY AND THE VENDOR.	CONTRACT NO.: <u>N/A</u> Wastewater Treatment Plant Expansion (G&O No. 91761)
ENDORSED BY: <u>McClure & Sons, Inc.</u> <small>COMPANY NAME</small>	TO: <u>McClure & Sons, Inc.</u> <u>16300 Mill Creek Blvd.</u> <u>Mill Creek, WA. 98012</u>
SIGNATURE:  DATE: <u>6/11/97</u> TITLE: _____	
Consent Given by Surety (When required): BY: _____ <small>ATTORNEY IN-FACT DATE</small>	

DESCRIPTION OF WORK

THE CONTRACTOR / VENDOR SHALL PERFORM THE FOLLOWING UPON RECEIPT OF AN APPROVED COPY OF THIS CHANGE ORDER:

SEE ATTACHED.

ALL WORK, MATERIALS, AND MEASUREMENTS SHALL OTHERWISE BE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT AS APPLICABLE.

ORIGINAL CONTRACT AMOUNT	CURRENT CONTRACT AMOUNT	NET CHANGE THIS ORDER	CONTRACT TOTAL AFTER CHANGE
\$ <u>2,213,570.66</u>	\$ <u>2,261,375.96</u>	\$ <u>(15,498.00)</u>	\$ <u>2,245,877.96</u>
<input type="checkbox"/> APPROVAL RECOMMENDED: <input type="checkbox"/> APPROVED:		<input type="checkbox"/> APPROVAL RECOMMENDED: <input type="checkbox"/> APPROVED:	
_____ <small>PUBLIC WORKS DIRECTOR DATE</small>		_____ <small>CITY ADMINISTRATOR DATE</small>	
<input type="checkbox"/> APPROVED: _____ <small>MAYOR</small>		DATE: _____	

Note: Amounts include applicable Washington State Sales Tax. Final payment amount will vary from contract amount, and will be as set forth in the Final Progress Estimate and Reconciliation of Quantities.

**CITY OF GIG HARBOR
CHANGE ORDER NO. 4
August 4, 1997**

**CITY OF GIG HARBOR
PIERCE COUNTY,
WASHINGTON
OWNER**

**McCLURE & SONS, INC.
16300 MILL CREEK BLVD.
MILL CREEK, WA 98012
CONTRACTOR**

Under contract for WASTEWATER TREATMENT PLANT EXPANSION, the following changes are hereby authorized:

Item No. 1 - Extend Temporary RAS Pipe (Bid Item 36)

All work related to furnishing and installing temporary RAS piping

Justification: The temporary RAS line had to be extended to the splitter box in order to provide sufficient mixing. Work was not clearly shown or specified. The initial installation matched the preexisting conditions, and was redone at City direction to improve mixing.

Total Cost of Item No. 1:..... \$ 1,296.00

Item No. 2 - Revise Existing Headworks Bypass Piping (Bid Item 41A, RFI - 5, 6, 8)

All work related to furnishing and installing modifications for headworks bypass piping, including transite pipe removal and disposal.

Justification: The contract plans identified the piping to be removed under the new stabilization basin and headworks areas as ductile iron. The temporary bypass encountered transite pipe necessitating substitution of ductile iron pipe extending back to the flow meter vault, and additional fittings, valves, and flexible hose to ensure that flow could be maintained.

Total Cost of Item No. 2:..... \$ 8,495.00

Item No. 3 - Temporary Bypass Pumping (Bid Item 42)

All work related to furnishing and installing temporary bypass pumping for construction.

Justification: Operational bypass pumping was required to accommodate functional requirements of the treatment plant during clarifier construction and modification. This is in addition to the temporary pumping anticipated by the specifications.

Total Cost of Item No. 3:..... \$ 3,819.00

Item No. 4 - Project Video (Post Construction)

Delete the requirement for a post project video. (Section 1.1-5.1).

Justification: Contract closure.

Total Cost of Item No. 4:..... (\$ 100.00)

Item No. 5 - Warranty Coverage

Credit for City assuming responsibility for necessary repair and other work for defective material and workmanship during the two year period after final acceptance, except as otherwise provided in this Change Order. (Sections 1.3 and 1.18-1.2)

Justification: Contract closure.

Total Cost of Item No. 5:..... (\$ 5,000.00)

Item No. 6 - Equipment Manuals

Delete requirement for four sets of Engineering manuals (3-binders per set). Contractor will assist Engineer to ensure one complete copy. (Section 1.6-2.4.1)

Justification: Copies in Contractor's possession were water damaged due to roof drain failure during storm. Engineer's time will be required to assist Contractor in identifying information needs and completing a single Operation and Maintenance Manual.

Total Cost of Item No. 6:..... (\$ 600.00)

Item No. 7 - Temporary Power

Contractor used City power source without installing a separate meter in accordance with the contract specifications. (Section 1.8-2.1.1)

Justification: Estimated power consumption for approximately 12-months.

Total Cost of Item No. 7:..... (\$ 500.00)

Item No. 8 - 30-Day Commissioning Period

Delete requirement for Contractor to demonstrate, and be responsible to maintain, the functioning of the new elements of expanded wastewater treatment plant during the commissioning period. (Sections 1.21-1.2.B(5) and (6), and 1.21-3.0)

Justification: Contract closure. Portions of the WWTP have been tested, and in operation (except for the cyclone degritter, ATAD cells, and septage handling unit) for in excess of one-year. City staff will be responsible for a similar effort to confirm satisfactory performance of the plant's components during the one-year certification program which is outside the scope of the this contract.

Total Cost of Item No. 8:..... \$ 0.00

Item No. 9 - Record Drawings (Bid Item 1)

Engineer will need to work with the Contractor to complete record drawings due to water damage caused by roof drain failure during storm. (Section 1.23-1.0)

Justification: Engineer's time will be necessary to assist Contractor in piecing together information from water-damaged plan sets.

Total Cost of Item No. 9:..... (\$ 800.00)

Item No. 10 - Paint at MCC Room

Credit for additional touch-up painting not performed. (Section 9-2)

Justification: Contract closure. The City will correct defective painting except for blowers. The Contractor will correct defective painting for blowers.

Total Cost of Item No. 10:..... (\$ 1,000.00)

Item No. 11 - Hose Bib Signs

Credit for City to furnish and install hose bib signs in accordance with the contract documents. (Section 15.2-3.7)

Justification: Contract closure.

Total Cost of Item No. 11:..... (\$ 40.00)

Item No. 12 - Cyclone Degritter (Bid Item 22)

Credit for the cyclone degritter which does not perform in accordance with the contract specifications, and which has required extraordinary staff time for testing, and to keep in service. It is mutually agreed that the payment for the degritter will be reduced to 50-percent of the bid amount in consideration of the test results at design flow conditions, and further reduced by the additional direct and standby time for the second performance test. The payment includes replacement of a temporary 4-inch butterfly valve and electric valve actuator with a 4-inch plug valve and electric valve actuator in accordance with assurances provided by the manufacturer's representative prior to the second performance test, and the June 23, 1997 letter from the Engineer to the Contractor.

Justification: Contract closure. During performance testing of the cyclone degritter on two separate occasions, grit removal efficiencies were less than specified in the contract documents. Staff has performed additional work that would have been the responsibility of the Contractor.

Total Cost of Item No. 12:..... (\$19,100.00)

Item No. 13 - Rotary Screen (Bid Item 23)

Credit for City labor and materials to perform emergency repairs to new rotary screen cam rollers.

Justification: Unit was under warranty.

Total Cost of Item No. 13:..... (\$ 170.00)

Item No. 14 - Solid Bowl Centrifuge (Bid Item 32)

Credit for City to adjust misaligned centrifuge control panel door.

Justification: Contract closure.

Total Cost of Item No. 14:..... (\$ 100.00)

Item No. 15 - Aspirating Mixers (Bid Item 34)

Credit for installation not conforming to contract requirements.

Justification: The City will furnish and install 150-LF of power cord for the aspirating mixers.

Total Cost of Item No. 15:..... (\$ 350.00)

Item No. 16 - Heating and Ventilation (Bid Item 44)

Credit for City furnishing and installing stainless steel mounting hardware, surface preparation and painting for the infrared heaters. (Section 15.4-2.3)

Justification: Infrared heaters were not installed in accordance with the contract documents.

Total Cost of Item No. 16:..... (\$ 200.00)

Total Cost of the Change Order (Without Sales Tax)	(\$14,350.00)
Total Sales Tax (8.0%) for this Change Order	(\$ 1,148.00)
Total Cost for this Change Order Including Sales Tax	(\$15,498.00)

Total Time Extension for Change Order (Working Days)	0
Total Time Extensions for this Contract (Working Days)	186
Original Construction Completion Time	September 19, 1995
Revised Construction Completion Date (Substantial Completion)	June 12, 1996

This document will become a supplement to the Contract and all provisions apply hereto. All items on this Change Order will be and/or have been performed in accordance with the Contract Plans and Specifications, except as noted.

Recommended by:

Mr. John P. Wilson, P.E.
Gray & Osborne, Inc.
(Engineer)

Name Date

Mr. Jim Vogt
McClure & Sons, Inc.
(Contractor)

Jim Vogt
Name Date
8/18/97

Mr. Wes Hill, P.E.
City of Gig Harbor
(Owner)

Name Date

Accepted by:

Les McClure
McClure & Sons, Inc.
(Contractor)

Les McClure
Name Date
8/18/97

Approved by:

Ms. Gretchen Wilbert, Mayor
City of Gig Harbor
(Owner)

Name Date

Three Copies: Owner (1), Contractor (1), Engineer (1)



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: STREET PAVEMENT MARKING - CONTRACT AWARD
DATE: AUGUST 20, 1997

INTRODUCTION/BACKGROUND

The City restripes arterial streets on an annual basis. In the past, this work has been performed by Pierce County, and more recently by private companies specializing in pavement marking work. Part of the consideration for using private companies was their superior scheduling flexibility which allowed them to perform the work during weekdays rather than weekends. Early discussions this year with potential contractors indicated that their availability would be similar to Pierce County's. Exploratory discussions with Pierce County reached an impasse over indemnification provisions.

Accordingly, potential contractors were contacted in accordance with the City's Small Works Roster Process (Resolution No. 411). Two contractors responded with the following price quotation proposals:

Apply-A-Line, Inc.	\$14,530.76
Stripe Rite, Inc. (Corrected)	\$17,268.02

Based on the price quotation proposals received, the apparent lowest price quotation received was from Apply-A-Line in the amount of fourteen-thousand five-hundred thirty dollars and seventy-six cents (\$14,530.76). They have performed pavement marking for the City in previous years and their work has been satisfactory.

This memorandum requests Council authorization to award and execute the contract for the work. It is anticipated that the work will be completed within three weeks after contract award, weather permitting.

FISCAL CONSIDERATIONS

The amount budgeted for this work is \$12,000. This represented an approximate 40-percent increase from 1995 in anticipation of the Gig Harbor North annexation. The bids reflected slightly higher unit costs from last year, and the inclusion of arterials in both the Gig Harbor North and Westside annexation areas. The engineer's estimate for the work was \$15,800. Funds are available for this work.

RECOMMENDATION

Staff recommends the Council move and approve award and execution of the contract for Pavement Marking on City Streets - '97 to Apply-A-Line, Inc., as the lowest responsible respondent, for their price quotation proposal amount of fourteen-thousand five-hundred thirty dollars and seventy-six cent (\$14,530.76).



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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: JERISICH DOCK IMPROVEMENT PROJECT - DNR LEASE
DATE: AUGUST 20, 1997

INTRODUCTION/BACKGROUND

The IAC grant for the Jerisich Dock Improvement Project stipulates that reimbursement for project expenditures will be withheld pending IAC approval of a "long term lease agreement" between the City and the Department of Natural Resources (DNR). On May 12, 1997 Council authorized a Consultant Services Contract with Thornton Land Surveying, Inc., to perform survey work and prepare supporting documentation for the lease application. The survey and lease application have been completed and forwarded to DNR for their review.

The Land Manager for the South Puget Sound Regional Office of DNR has advised this Department that the financial security required under Section 10.2(a) of the Aquatic Lands Lease agreement cannot be waived for public agencies. According to the DNR Land Manager, the purpose of the financial security, as set forth in Section 10.2(b) of the lease, is to reduce DNR's costs for removing improvements within the lease area if the City does not conform to the terms and conditions of the lease. The requested amount is \$500 and may be in the form of a performance bond, irrevocable letter of credit, or an assignment of funds. The amount has been reduced from \$3,000 in consideration of the City's willingness to work with DNR to develop and install a public information sign regarding project design features to minimize water quality impacts.

After evaluating the options, staff is recommending that the financial security be in the form of an assignment of funds which does not require any payments. While there is less City control relative to a DNR decision to attach the funds in the account, payment(s) would be necessary to establish and maintain a performance bond over the 30-year term of the lease.

FISCAL CONSIDERATIONS

Funds were not specifically budgeted for renewal of the DNR lease. Council authorized \$2,750 for the Consultant Services Contract with Thornton Land Surveying, Inc., to perform the survey and related lease application activities. The assignment of funds will not have a material effect on the budget, and funds are available for this purpose.

RECOMMENDATION

Staff recommends that the Council move and approve an assignment of funds in the amount of five-hundred dollars and no cents (\$500.00) to the State of Washington in accordance with the requirements for an Aquatic Land Lease from the Department of Natural Resources for the Jerisich Dock improvements.

SAVINGS ACCOUNT ASSIGNMENT FORM

[DATE]

Department of Natural Resources
Aquatic Resources Division
1111 Washington St. SE
PO Box 47027
Olympia, WA 98504-7027

Subject: Aquatic Lands Lease Application No. _____

To secure the performance of the obligations of Tenant pursuant to the Lease described above, the undersigned (jointly and severally) hereby assigns, transfers, and sets over to the State of Washington ("State"), the savings account[s] identified below:

- Savings Account(s) No(s): _____
Amount of Funds Assigned: _____
(Savings Account No. _____
Amount of Funds Assigned: _____
(Savings Account No. _____
Amount of Funds Assigned: _____)

and all claims, rights, options, privileges, title, and interest therein.

The above described account[s] [is/are] maintained in or were issued by _____ ("Savings Institution").

The undersigned irrevocably authorizes and empowers State, at any time in its own name to demand, apply for withdrawal, receive moneys assigned, and to exercise any and all rights and privileges and receive all benefits accorded by the savings account[s]. Savings Institution is specifically authorized and directed, on demand of State, to pay all moneys assigned in the savings account[s] direct to State.

The undersigned represents and warrants that the above described savings account[s] [is/are] owned solely by the undersigned and [is/are] free and clear of all liens and encumbrances, and that the undersigned has full power, right, and authority to execute and deliver this assignment.

If the savings account[s] [is/are] represented by a passbook, or other document evidencing ownership, such document[s] [has/have] been delivered and [is/are] assigned and pledged to State.

The undersigned acknowledges that the above agreement was complete, with all blanks filled in, prior to execution of this agreement.

Signed and dated this [] day of [], 19 [].

ASSIGNOR:

ASSIGNOR:

[]

[]

ACKNOWLEDGMENT OF NOTICE OF ASSIGNMENT:

We, *[name of bank]* acknowledge receipt of notice and copy of this assignment as collateral for obligations due State. As to the savings account*[s]* identified above, our records indicate the balance in Account Number _____ to be in the amount of _____ Dollars (\$ _____) as of this date*[.], [the balance in Account Number [_____] to be in the amount of _____ Dollars (\$ _____),] and the balance in Account Number [_____] to be in the amount of [_____] Dollars (\$ [_____]).* Our records do not disclose any liens, claims, or encumbrances against the savings account*[s]*, except (if none, so state): *[_____]*. We have compared the signature*[s]* appearing on this assignment with the signature*[s]* on our records, and the same compare*[s]* correctly and *[is/are]* sufficient to authorize withdrawal of funds from said account*[s]* and for all purposes with respect to the account*[s]*.

 (Full name of Savings Institution)

By: _____

 (Please type Name)

Its: _____
 (Title)

Dated: _____

 (Address and Branch)

 (Telephone number)

Department of Natural Resources Approval

By: _____

Its: _____

Date: _____

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
JENNIFER M. BELCHER
Commissioner of Public Lands
Olympia, Washington 98504

AQUATIC LANDS LEASE
(Commercial)

AQUATIC LANDS LEASE NO. [___ - ___]

THIS LEASE is made by and between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and [_____],
[a Washington corporation -OR- partnership -OR- marital community -OR- single individual -OR- _____] ("Tenant").

BACKGROUND

Tenant desires to lease the aquatic lands commonly known as [_____], which *[is -OR- are] [tidelands[,] -OR- [and] shorelands[,] -OR- [and] bedlands[,] -OR- [and] a harbor area]* located in [_____] County, Washington, from State, and State desires to lease the property to Tenant pursuant to the terms and conditions of this Lease.

THEREFORE, the parties agree as follows:

1. PROPERTY

1.1 Property Defined. State leases to Tenant and Tenant leases from State the real property described in Exhibit A together with all the rights of State, if any, to improvements on and easements benefiting the Property, but subject to the exceptions and restrictions set forth in this Lease (collectively the "Property"). This Lease is subject to all valid interests of third parties noted in the records of [_____] County, or on file in the office of the Commissioner of Public Lands, Olympia, Washington; rights of the public under the Public Trust Doctrine or federal navigation servitude; and treaty rights of Indian Tribes. Not included in this Lease are any right to harvest, collect or damage any natural resource, including aquatic life or living plants, any water rights, or any mineral rights, including any right to excavate or withdraw sand, gravel, or other valuable materials. State reserves the right to grant easements and other land uses on the Property to others when the easement or other land uses will not unreasonably interfere with Tenant's Permitted Use.

1.2 Survey, Maps, and Plans. In executing this Lease, State is relying on the surveys, plats, diagrams, and/or legal descriptions provided by Tenant. Tenant is not relying upon and State is not making any representations about any survey, plat, diagram, and/or legal description provided by State.

→ SECTION 10

(d) The sublease shall terminate if this Lease terminates, whether upon expiration of the Term, failure to exercise an option to renew, cancellation by State, surrender or for any other reason;

(e) The subtenant shall receive and acknowledge receipt of a copy of this Lease;

(f) The sublease shall prohibit the prepayment to Tenant by the subtenant of more than one month's rent;

(g) The sublease shall identify the rental amount to be paid to Tenant by the subtenant;

(h) The sublease shall confirm that there is no privity of contract between the subtenant and State;

(i) The sublease shall require removal of the subtenant's improvements and trade fixtures upon termination of the sublease; and,

(j) The subtenant's permitted use shall be within the Permitted Use authorized by this Lease.

10. INDEMNITY, FINANCIAL SECURITY, INSURANCE

10.1 Indemnity. Tenant shall indemnify, defend, and hold harmless State, its employees, officers, and agents from any and all liability, damages (including personal injury and damages to land, aquatic life, and other natural resources), expenses, causes of action, suits, claims, costs, fees (including attorneys' fees), penalties, or judgments, of any nature whatsoever, arising out of the use, occupation, or control of the Property by Tenant, its subtenants, invitees, agents, employees, licensees, or permittees, except as may arise solely out of the willful or negligent act of State or State's elected officials, employees, or agents. To the extent that RCW 4.24.115 applies, Tenant shall not be required to indemnify, defend, and hold State harmless from State's sole or concurrent negligence. This section shall not in any way limit Tenant's liability under Section 8, above.

10.2 Financial Security.

(a) At its own expense, Tenant shall procure and maintain a corporate surety bond or provide other financial security satisfactory to State (the "Bond") in an amount equal to Dollars (\$), which shall secure Tenant's full performance of its obligations under this Lease. The Bond shall be in a form and issued by a surety company acceptable to State. State may require an adjustment in the amount of the Bond:

- (1) At the same time as revaluation of the Annual Rent;
- (2) As a condition of approval of assignment or sublease of this Lease;
- (3) Upon any breach of Section 8, above;
- (4) Upon a material change in the condition of any improvements; or,
- (5) Upon a change in the Permitted Use.

A new or modified Bond shall be delivered to State within thirty (30) days after adjustment of the amount of the Bond has been required by State.

(b) Upon any default by Tenant in its obligations under this Lease, State may collect on the Bond to offset the liability of Tenant to State. Collection on the Bond shall not

relieve Tenant of liability, shall not limit any of State's other remedies, and shall not reinstate or cure the default or prevent termination of the Lease because of the default.

10.3 Insurance. At its own expense, Tenant shall procure and maintain during the Term of this Lease, the insurance described in Subsections 10.3(a) and (b) below. This insurance shall be issued by an insurance company or companies licensed to do business in the State of Washington which have a B+ or better rating in "Best's Insurance Reports," or a comparable rating by another rating company acceptable to State.

(a) Types of Required Insurance.

(1) Liability Insurance. Tenant shall procure and maintain public liability insurance covering all claims for personal injury or property damage arising on the Property or arising out of Tenant's operations. The liability insurance shall be in the form of marina liability insurance or commercial general liability insurance, or both, as applicable. Limits of liability shall be not less than [\$1,000,000 -OR- \$ _____] for each occurrence and not less than [\$2,000,000 -OR- \$ _____] annual aggregate. Such limits may be achieved through the use of umbrella liability insurance. State may impose changes in the limits of liability:

- (i) At the same time as revaluation of the Annual Rent;
- (ii) As a condition of approval of assignment or sublease of this Lease;
- (iii) Upon any breach of Section 8, above;
- (iv) Upon a material change in the condition of any improvements; or,
- (v) Upon a change in the Permitted Use.

New or modified insurance coverage shall be in place within thirty (30) days after changes in the limits of liability are required by State. The liability policies shall contain a cross-liability provision such that the policy will be construed as if separate policies were issued to Tenant and to State.

(2) Physical Property Damage Insurance. Tenant shall maintain and procure physical property damage insurance covering all real and personal property located on or constituting a part of the Property in an amount equal to at least one hundred percent (100%) of the replacement value of all improvements on the Property (regardless of ownership). Tenant may obtain such insurance on an "Agreed Value" basis. Such insurance may have commercially reasonable deductibles. Any co-insurance provisions of the policy will be endorsed to be eliminated or waived.

(3) Worker's Compensation Insurance. Tenant shall procure and maintain:

- (i) State of Washington Worker's Compensation coverage, as applicable, with respect to any work by Tenant's employees on or about the Property and on any improvements; and,
- (ii) Longshore and Harbor Worker's Act and Jones Act coverage, as applicable, with respect to any work by Tenant's employees on or about the Property and on any improvements.



City of Gig Harbor. The "Maritime City."

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

MAYOR'S REPORT

August 25, 1997

Gig Harbor has had its own song "Under a Gig Harbor Moon," for over a year thanks to composer Laurel Cole. Now, the song can be heard by all as a recently released CD which will benefit in part our local Peninsula FISH.

Laurel Cole and Dick Coolen, bandleader for the big band Sentimental Journey, have just received the news of the release of their CD entitled "Under A Gig Harbor Moon." Ms. Cole's composition introduces the CD with the title song and the CD selections continue with a series of songs from the 40's and 50's. The production of the CD is the culmination of a one year effort.

Those who attended the Mayor's Big Band Dinner Dance last July, as part of the 50th Anniversary, may remember that Laurel dedicated the song to the beautiful community and friendly people of Gig Harbor. The arrangements for the 25 piece big band Sentimental Journey were composed by band leader Dick Coolen. The CD presents Laurels songs with ensemble accompaniments by members of the band.

A CD release and signing party is being planned at the present time. A percentage from the sales of the CDs at the party will be dedicated to the benefit of the Gig Harbor Peninsula FISH Food Bank and Services.

We are keeping our fingers crossed in hope that the new Inn at Gig Harbor will have a finished ballroom for the party. Watch for a confirming date.

