

# **Gig Harbor City Council Meeting**



**December 8, 1997**

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



**AGENDA FOR GIG HARBOR CITY COUNCIL MEETING**

**December 8, 1997 - 7:00 p.m.**

**SPECIAL PRESENTATION:** Dave Brereton, Public Works Supervisor – 20 years of Service.

**CALL TO ORDER:**

**APPROVAL OF MINUTES:**

**CORRESPONDENCE / PROCLAMATIONS:** None scheduled.

**OLD BUSINESS:**

1. Second Reading of Ordinances - Vacation Request – 38<sup>th</sup> and Wollochet.
2. Second Reading of Ordinance – 1997 Budget Amendment Ordinance.

**NEW BUSINESS:**

1. Employment Agreement – Municipal Court Judge.
2. First Reading – Ordinance Establishing Compensation for the Municipal Court Judge.
3. Employment Agreement – City Prosecutor.
4. Legal Services Agreement for 1998.
5. First Reading of Ordinance – Acceptance of Private Street and Utilities.
6. Bayridge Avenue Improvement Project – Consultant Services Contract.
7. First Reading of Ordinance – Planning Commission Recommendation – Amendment to Chapter 17.72 (Parking Standards for Multifamily Residential) – Remanded to Planning Commission in March of 1997.
8. Truck Service Body – Contract Award.
9. Jerisich Park Dock Improvements – Contract Award.
10. Liquor License Renewals – Marco's Restaurant / Mimi's Pantry.

**PUBLIC COMMENT/DISCUSSION:**

**MAYOR'S REPORT:** Two New Council Positions.

**COUNCIL COMMENTS:**

**STAFF REPORTS:**

Chief Barker – GHPD Stats.

**ANNOUNCEMENTS OF OTHER MEETINGS:**

1. Sign Code - Worksession December 11<sup>th</sup>.

**APPROVAL OF BILLS:**

**APPROVAL OF PAYROLL:**

**EXECUTIVE SESSION:** For the purpose of discussing litigation, potential litigation, and personnel.

**ADJOURN:**



**DRAFT**

**REGULAR GIG HARBOR CITY COUNCIL MEETING OF NOVEMBER 24, 1997**

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

**CALL TO ORDER:** 7:11p.m.

**PUBLIC HEARINGS:**

1. Vacation Request – 38<sup>th</sup>/Wollochet. Mayor opened this public hearing at 7:11 a.m. Wes Hill, Public Works Director, explained that this is a request to vacate portions of Wollochet Drive Northwest and 38<sup>th</sup> Avenue Northwest. He passed out an updated legal description and vicinity map and illustrated the modified easement proposal. He explained that the revised proposal for vacation would accommodate the existing driveways and access to the north end of 38<sup>th</sup>. He added that the right-of-way is surplus to the city's needs and the vacation would eliminate the need for maintenance by the city crew. Mayor Wilbert asked for public comment.

Michael Champas – 4310 69<sup>th</sup> St. Ct. NW. Mr. Champas said he owns a business on state property and was concerned that his access would be eliminated. Wes Hill assured him that the modified proposal would retain the access.

Wes Hill said that the vacation request had been divided into two separate ordinances, one for the portion of Wollochet Drive, and one for the portion of 38<sup>th</sup>. He added that he had corrections to the ordinances to be considered. The first corrections were to the Wollochet Drive Ordinance, correcting A. 5, to read 12.14.006, and to add the appropriate resolution number to the beginning of the ordinance. The second correction to the 38<sup>th</sup> Street Ordinance was again to add the appropriate resolution number, and to correct the sentence from 'of the map' to 'on the map' in B.6.

Mayor Wilbert closed the public hearing at 7:19 p.m.

2. Final Public Hearing – 1998 Proposed Budget. Dave Rodenbach, Finance Director, explained that the budget was submitted two weeks ago and described the two major changes that had been made since that time. A \$250,000 transfer from the general fund estimated ending balance had been moved to the property acquisition fund, and the police budget had been increased by \$47,000 to cover special services.

No one from the audience asked to speak on the budget, and the Mayor closed the public hearing at 7:20 p.m.

**APPROVAL OF MINUTES:**

**MOTION:** Move approval of the minutes of the November 10, 1997 meeting as presented.  
Picinich/Ekberg - unanimously approved.

**CORRESPONDENCE/PROCLAMATIONS:** None scheduled.

**OLD BUSINESS:**

1. Vacation Request -- 38<sup>th</sup> and Wollochet -- Resolution Setting the Hearing Date and First Reading of Ordinances for Vacation. Carol Morris, Legal Counsel, addressed the resolution in the packet establishing the public hearing date. She explained that this resolution should be passed this evening, and that the number would need to be incorporated into the ordinances at their second reading at the next meeting.

**MOTION:** Move for adoption of Resolution No. 506.  
Picinich/Owel – unanimously approved.

2. Second Reading of Ordinance – 1998 Budget. Dave Rodenbach introduced the second reading of this budget ordinance. He said that the total preliminary budget was \$17,657,000 a 3.5% increase over the 1997 budget. He gave an overview of expenditures, salaries and benefits, fund transfers, and ending cash balances and answered Council's questions.

**MOTION:** Move approval of Ordinance No. 779 adopting the budget for the 1998 fiscal year.  
Picinich/Owel – unanimously approved.

3. Hearing Examiner Recommendation – Robert Philpott (Maritime Fuel Dock) SDP95-06. Steve Osguthorpe, Planning Associate, explained that on October 14, 1996, this issue was remanded back to the Hearing Examiner by the City Council to consider concerns relating to the fire code requirements. He gave a history of the application and the steps bringing the application back to the City Council for final decision. He added that a shoreline permit was included that also reflected the conditions of approval in the resolution.

**MOTION:** Move approval of Resolution No. 507 which is a site plan approval, shoreline substantial development permit approval and shoreline conditional use permit approval to construct a fuel dock as outlined in the documents for Robert Philpott.  
Ekberg/Owel – Councilmembers Ekberg and Owel voted in favor.  
Councilmember Picinich voted against.

4. Avalon Woods – Dedication and Maintenance Request. Wes Hill, Public Works Director, explained that this request for the city to assume maintenance responsibilities for the streets and storm drainage system serving Avalon Woods, was presented to Council on August 25<sup>th</sup> 1997. At that time, Council requested staff to review the City's policies on acceptance of private systems and to bring back recommendations relating to this and any subsequent requests. He added that this review had taken place and provisions had been prepared to be adopted into the Public Works Standards after the required two readings of an ordinance.

Mr. Hill said that a review of the streets in Avalon Woods shows that they appear to be in good condition, and would be acceptable per Public Works Standards. He added that the storm sewer system, up to the detention system, was also in good condition. He explained that it appears that the detention system was constructed to the standards at the time it was built, and recommended that the city be authorized to work with the homeowners to obtain an evaluation of the system, including the drainage basin that leads to the retention structure, to determine any risks or impacts to the system.

John Holmaas. Mr. Holmaas explained that he was the original developer of the Avalon Woods Development. He asked several questions regarding hazardous waste assessments, environmental studies done on the property when developed, and title reports. Carol Morris, Legal Counsel, said she would review the documents again and address these concerns within the next few days.

Don Thompson – 9716 43<sup>rd</sup> Ave NW. Mr. Thompson asked for the Council's cooperation in the dedication of the streets and utilities to the city. He gave a history of the development and the steps that had been taken to bring the request to the Council. He added that it was essential to maintain a positive working relationship between the homeowners and the City.

Richard Dadisman – 4206 97<sup>th</sup> St. Mr. Dadisman said he and the other homeowners had been led to believe that after the annexation, the roads and utilities automatically would be dedicated to the city. He added that the city should also pay 100% of the independent evaluation of the drainage system, not only 80%, leaving the other 20% for the homeowners, because the detention pond serves other properties. He voiced concerns that more and more money would be required of the homeowners for the dedication of the systems.

Mark Hoppen, Wes Hill, and Carol Morris talked about the conditions of annexation and what assuming private structures entailed. Councilmember Ekberg clarified that there were two issues to be considered; one, the development of city policy for acceptance of any private structure, and two, the Avalon Woods request. Mr. Hill was instructed to bring back the suggested changes to policy for a first reading at the next meeting, and to coordinate with the homeowners to develop a scope of services proposal for the evaluation of the drainage system.

**MOTION:** Move that staff continue to work with Avalon Woods and come back with some innovative solutions to the situation, that is not too costly.  
Ekberg/Picinich – unanimously approved.

**NEW BUSINESS:**

1. Interlocal Agreement – Amendments to the Pierce County County-Wide Planning Policy. Mark Hoppen explained that this was basically a housekeeping measure updating the interlocal agreement for the County-wide Planning Policy and recommended approval.

**MOTION:** Move to adopt Resolution No. 508.  
Picinich/Ekberg – unanimously approved.

2. First Reading of Ordinance – 1997 Budget Amendment Ordinance. Dave Rodenbach explained that expenditures for the General Fund/Administration/Finance are at 100% of budget due to legal fees. He recommended adoption of the ordinance amending the budget at its second reading.

**PUBLIC COMMENT:**

Mark Robinson - 7415 Stinson Avenue. Mr. Robinson said that during the last election, the issue of campaign funding came up. He requested that staff to do the research and take the steps to require full disclosure of their funding and expenditures in future elections. There was confusion on whether the requirement for disclosure was based on population of 5,000 or registered voters of 5,000. Staff was instructed to research the issue and report back at the next meeting.

**MAYOR'S REPORT:** None scheduled.

**COUNCIL COMMENTS:**

Councilmember Ekberg reported that he had attended the second meeting of the Local Involvement Committee for the Highway 16 project, to determine a boundary for the election. He added that the boundary had been expanded to include all of Clallam, Jefferson, Thurston Counties, and most of Pierce County. The vote will take place in November of 1998. The next committee meeting will be in March to address the issues to be placed on the ballot.

**STAFF REPORT:**

Steve Osguthorpe, Planning Associate, reported that the last Planning Commission worksession for the sign code was coming up on December 4<sup>th</sup>. He added that the public hearing scheduled for the



18<sup>th</sup> had been moved up to the 11<sup>th</sup> and asked if Council would like to hold a second Council meeting in December to have a first reading of the ordinance to adopt the recommendations. Council discussed holding a second meeting on the 22<sup>nd</sup>. Steve said it would be up to the City Council on whether or not to accept public testimony as the required hearings had already been held.

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Sign Code Sessions. December 4<sup>th</sup>, Public Hearing; and December 11<sup>th</sup>, final work session.

**APPROVAL OF BILLS:**

**MOTION:** Move approval of checks #19020 through #19116 in the amount of \$76,000.91.  
Owel/Picinich - unanimously approved.

**EXECUTIVE SESSION:**

**MOTION:** Move to adjourn to Executive Session at 8:38 p.m. for approximately 20 minutes for the purpose of discussing litigation, potential litigation, and personnel.  
Picinich/Ekberg - unanimously approved.

**MOTION:** Move to return to regular session at 8:55 p.m.  
Picinich/Owel – unanimously approved.

**ADJOURN:**

**MOTION:** Move to adjourn at 8:55 p.m.  
Markovich/Picinich - unanimously approved.

Cassette recorder utilized.  
Tape 475 Side B 000 – end.  
Tape 476 Side A 000 – end.  
Tape 476 Side B 000 – 387.

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Mayor

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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 MEMBERS  
**FROM:** WES HILL, P.E., PUBLIC WORKS DIRECTOR *Wes Hill*  
**SUBJECT:** SECOND READING OF ORDINANCES - VACATION REQUEST -  
38<sup>TH</sup> AND WOLLOCHET  
**DATE:** DECEMBER 2, 1997

#### **INTRODUCTION/BACKGROUND**

At the previous City Council meeting, testimony was received regarding the request by Talmo, Inc., as the owner of two-thirds of the abutting property, for vacation of portions of Wollochet Drive Northwest and 38<sup>th</sup> Avenue Northwest. The hearing was conducted following passage of a resolution in accordance with GHMC 12.14.002C, "Petition for vacation" (of streets and alleys). As stated in previous correspondence and testimony at the November 24, 1997 City Council meeting, the vacation request was reduced in scope, and revised to coincide with the abutting parcels. **Both ordinances require two readings.**

#### **RECOMMENDATION**

Staff recommends that the City Council, in consideration of the consistency with City and Washington State Department of Transportation improvement plans and the public benefit, move and approve vacation of the portions of Wollochet Drive Northwest and 38<sup>th</sup> Avenue Northwest as set forth in the attached ordinances, and authorize the Public Works Director to obtain an independent professional appraisal of the parcels proposed for vacation in accordance with the provisions of GHMC 12.14. **This is the second reading of the ordinances.**

**ORDINANCE NO. 777**

**AN ORDINANCE OF THE CITY OF GIG HARBOR,  
WASHINGTON, VACATING THAT PORTION OF  
WOLLOCHET DRIVE NORTHWEST LYING SOUTHWEST  
OF STATE ROUTE-16.**

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WHEREAS, the City Council passed Resolution No.506 establishing a Public Hearing Date of November 24, 1997, as rescheduled from November 10, 1997, as the date for a public hearing on a petition for the vacation of that portion of Wollochet Drive Northwest, lying southwest of State Route-16; and

WHEREAS, this public hearing was re-scheduled, pursuant to all requisite public notice, on November 10, 1997; and

WHEREAS, the hearing was held as re-scheduled and the Council heard testimony from all persons who expressed a desire to speak on the vacation; and

WHEREAS, after considering any and all such testimony, the Council decided to vacate the right-of-way as requested, subject to the payment of appropriate compensation to the City, now, therefore,

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

Section 1. Adoption of Findings and Conclusions. Pursuant to Section 12.14.012 of the Gig Harbor Municipal Code, the Council makes the following findings and conclusions in support of vacation:

#### A. FINDINGS

1. The right-of-way proposed for vacation is that portion of Wollochet Drive Northwest, lying southwest of State Route-16. The right-of-way was not acquired at public expense.
2. The right-of-way proposed for vacation is currently unimproved and does not have any utilities.
3. Vacating the right-of-way will place land which is not usable by the City back on the tax rolls, and will relieve the City of any and all responsibility for the right-of-way.
4. The vacation has been requested by a petition signed by the owner of the properties abutting the right-of-way.
5. The value of the right-of-way will be determined by an independent, professional appraisal in accordance with Sections 12.14.004B and 12.14.006 of the Gig Harbor Municipal Code. The petitioners have agreed to pay this amount to the City, as provided in RCW 35.79.030 and Section 12.14.020 of the Gig Harbor Municipal Code.
6. The availability of access to public right-of-way will not be affected by this request for vacation.

#### B. CONCLUSIONS

1. The City Council has the authority to consider street vacations pursuant to Chapter 35.79 RCW and Chapter 12.14 of the Gig Harbor Municipal Code.
2. The proposed vacation will provide a public benefit and be for a public purpose in that it will return land which is not usable by the City to the tax rolls, and will provide the City with compensation for unusable land.

3. The vacation of the right-of-way will not adversely affect the street pattern or circulation in the immediate area or the community as a whole. Access to public right-of-way will not be affected by the right-of-way vacation.

4. The vacation will not adversely affect the public need, nor is the right-of-way contemplated or needed for future public use other than for construction, repair, and maintenance of future public utilities and services.

5. The right-of-way should be vacated, subject to the petitioners compensating the City in the amount of the appraised value, as set forth in the above findings, and as required by Section 12.14.020 of the Gig Harbor Municipal Code and satisfactory to the City's Public Works Director.

Section 2. Right-of-Way Vacated - Compensation. That certain dedicated right-of-way commonly known as Wollochet Drive Northwest, lying southwest of State Route-16, and depicted on the map attached as Exhibit A, and incorporated herein by this reference as if set forth in full, is hereby vacated, subject to the petitioners compensating the City in the amount of the appraised value as determined in accordance with Section 1, and the amount of the appraisal for the property, and subject to an easement to the City, satisfactory to the City Public Works Director, for construction, repair, and maintenance of future public utilities and services.

Section 3. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title, provided, that the vacation contemplated by this ordinance shall not become effective and this ordinance shall not

be recorded until the petitioners compensate the City as provided above. Upon receipt of the required compensation, the City Clerk is directed to record a certified copy of this ordinance with the Pierce County Auditor.

PASSED by the City Council and APPROVED by the Mayor this 8<sup>th</sup> day of December, 1997.

APPROVED:

\_\_\_\_\_  
MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

By: \_\_\_\_\_  
CAROL A. MORRIS

FILED WITH THE CITY CLERK: 11/18/97  
PASSED BY THE CITY COUNCIL: 12/8/97  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO. 777

## EXHIBIT A

### TRACT A

Commencing at the northerly corner of parcel APN 0221074052, thence southwesterly along said parcel's westerly boundary line to the southwest corner of the parcel, thence westerly along an extension of said parcel's southerly boundary line to its intersection with a line offset seventy (70) feet south and east of, and parallel to, the centerline of Wollochet Drive NW as depicted on Sheet 9 of that certain Map of Definite Location entitled SR16, Narrows Bridge to Olympic Drive, prepared by the Washington State Highway Commission March 19, 1970, thence northeasterly along said offset line to its intersection with a line extending west from the northerly corner of Parcel APN 0221074052 and parallel to the southerly boundary line of said parcel, to the Turnback Line and the POINT OF BEGINNING. Subject to an easement for street and utility, construction, repair, and maintenance over the above described tract.

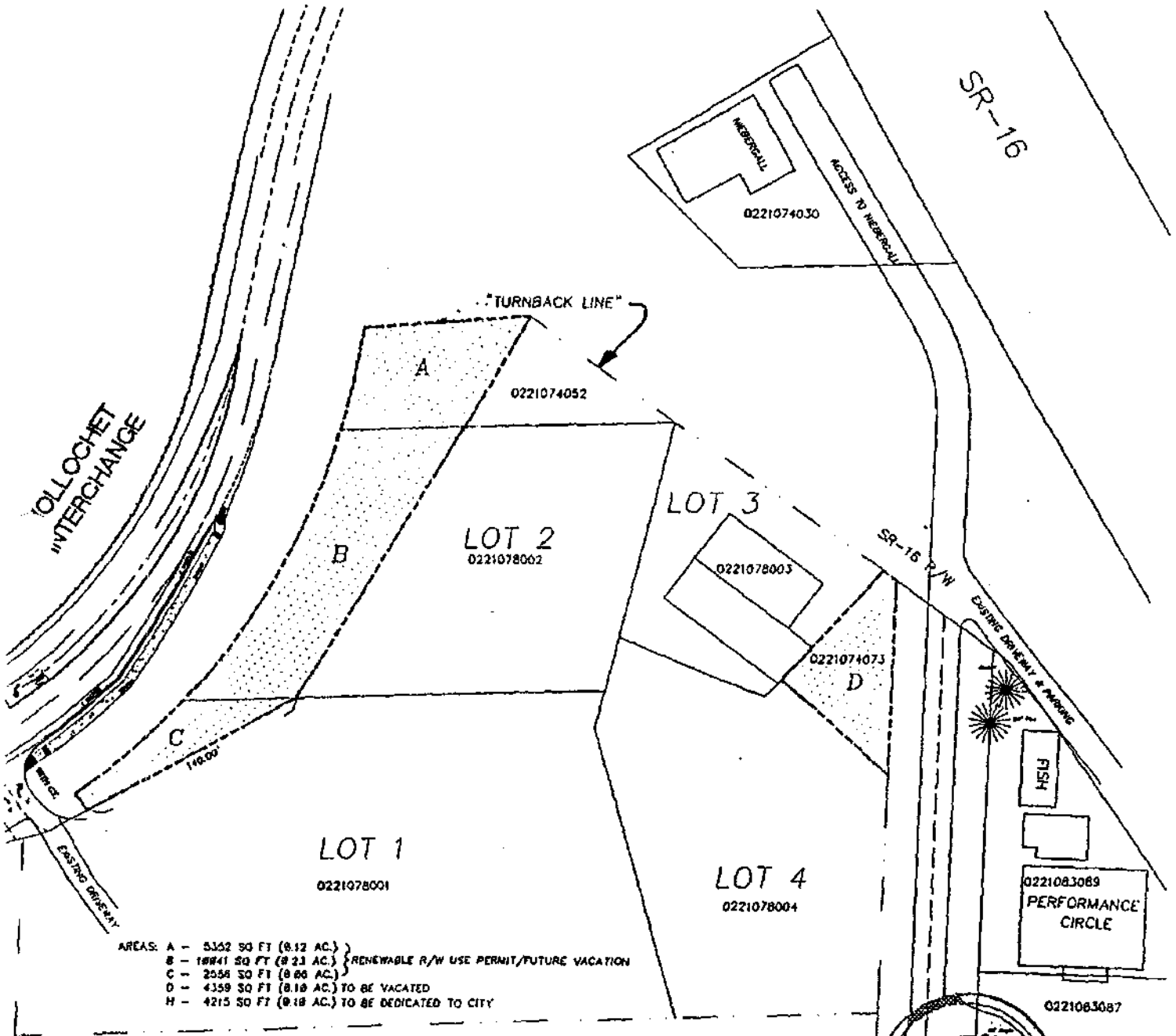
### TRACT B

Commencing at the northwesterly corner of parcel APN 0221078002, thence southwesterly along said parcel's westerly boundary line to the southwest corner of the parcel, thence westerly along an extension of said parcel's southerly boundary line to its intersection with a line offset seventy (70) feet south and east of, and parallel to, the centerline of Wollochet Drive NW as depicted on Sheet 9 of that certain Map of Definite Location entitled SR16, Narrows Bridge to Olympic Drive, prepared by the Washington State Highway Commission March 19, 1970, thence northeasterly along said offset line to its intersection with the westerly extension of the northerly boundary line of said parcel, thence easterly along said extension of northerly boundary line to the POINT OF BEGINNING. Subject to an easement for street and utility, construction, repair, and maintenance over the above described tract.

### TRACT C

Commencing at the northwesterly corner of parcel APN 0221078001, thence southwesterly along said parcel's westerly boundary line for a distance of 140.00 feet to a point on said boundary line, thence northwesterly along a line perpendicular to a line offset seventy (70) feet south and east of, and parallel to, the centerline of Wollochet Drive NW as depicted on Sheet 9 of that certain Map of Definite Location entitled SR16, Narrows Bridge to Olympic Drive, prepared by the Washington State Highway Commission March 19, 1970, to said offset line, thence northeasterly along said offset line to its intersection with the westerly extension of the northerly boundary line of said parcel, thence easterly along said extension of northerly boundary line to the POINT OF BEGINNING. Subject to an easement for street and utility, construction, repair, and maintenance over the above described tract.





- AREAS: A - 5352 SQ FT (0.12 AC.)  
 B - 18841 SQ FT (0.23 AC.) } RENEWABLE R/W USE PERMIT/FUTURE VACATION  
 C - 2554 SQ FT (0.06 AC.)  
 D - 4359 SQ FT (0.10 AC.) TO BE VACATED  
 H - 4215 SQ FT (0.18 AC.) TO BE DEDICATED TO CITY

GARRISON - BURTON PARK R/W REVISION

NOV 24, 1957

ORDINANCE NO. 778

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON,  
VACATING THAT PORTION OF 38<sup>th</sup> AVENUE NORTHWEST LYING  
SOUTH OF STATE ROUTE-16.

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WHEREAS, the City Council passed Resolution No. 506, establishing a Public Hearing Date of November 24, 1997, as rescheduled from November 10, 1997, as the date for a public hearing on a petition for the vacation of that portion of 38th Avenue Northwest, lying south of State Route-16, and shown and described on Exhibit A, attached hereto, as Tract D; and

WHEREAS, this public hearing was re-scheduled, pursuant to all requisite public notice, on November 10, 1997; and

WHEREAS, the hearing was held as re-scheduled and the Council heard testimony from all persons who expressed a desire to speak on the vacation; and

WHEREAS, after considering any and all such testimony, the Council decided to vacate the right-of-way as requested, subject to the payment of appropriate compensation to the City, now, therefore,

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

Section 1. Adoption of Findings and Conclusions. Pursuant to Section 12.14.012 of the Gig Harbor Municipal Code, the Council makes the following findings and conclusions in support of vacation:

## A. FINDINGS

1. The right-of-way proposed for vacation is that portion of 38th Avenue Northwest, lying south of State Route-16, and shown and described on the attached Exhibit A as Tract D. The right-of-way was not acquired at public expense.

2. The right-of-way proposed for vacation is currently improved and has utilities.

3. Vacating the right-of-way will place land back on the tax rolls, and will relieve the City of any and all responsibility for the right-of-way.

4. The vacation has been requested by a petition signed by the owner of the properties abutting the right-of-way.

5. The value of the right-of-way will be determined by an independent, professional appraisal in accordance with Sections 12.14.004B and 12.14.006 of the Gig Harbor Municipal Code. The petitioners have agreed to pay this amount to the City, as provided in RCW 35.79.030 and Section 12.14.020 of the Gig Harbor Municipal Code.

6. The availability of access to public right-of-way will not be affected by this request for vacation.

7. The proponent will dedicate and construct a turn-around, in accordance with the Public Works Standards, on Parcel H as depicted on the map and described in Exhibit A attached hereto.

## B. CONCLUSIONS

1. The City Council has the authority to consider street vacations pursuant to Chapter 35.79 RCW and Chapter 12.14 of the Gig Harbor Municipal Code.

2. The proposed vacation will provide a public benefit and be for a public purpose in that it will provide an economic and physical benefit, and will provide the City with compensation for the vacated land.

3. The vacation of the right-of-way will not adversely affect the street pattern or circulation in the immediate area or the community as a whole. Access to public right-of-way will not be affected by the right-of-way vacation.

4. The vacation will not adversely affect the public need, nor is the right-of-way contemplated or needed for future public use other than for construction, repair, and maintenance of future public utilities and services.

5. The right-of-way should be vacated, subject to the provisions in Section 1.B.6 below, and the petitioners compensating the City in the amount of the appraised value, as set forth in the above findings, and as required by Section 12.14.020 of the Gig Harbor Municipal Code and satisfactory to the City's Public Works Director.

6. The right-of-way should be vacated, subject to dedication of right-of-way and construction of a turn-around, or guarantee of construction of same, in accordance with the City's Public Works Standards, and as depicted for Parcel H as shown on the map attached as Exhibit A.

Section 2. Right-of-Way Vacated - Compensation. That certain dedicated right-of-way commonly known as 38th Avenue Northwest, lying south of State Route-16, and depicted on

the map attached as Exhibit A, and incorporated herein by this reference as if set forth in full, is hereby vacated, subject to the petitioners compensating the City in the amount of the appraised value as determined in accordance with Section 1, and the amount of the appraisal for the property, and subject to an easement to the City, satisfactory to the City Public Works Director, for construction, repair, and maintenance of future public utilities and services.

Section 3. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title, provided, that the vacation contemplated by this ordinance shall not become effective and this ordinance shall not be recorded until the petitioners compensate the City, and, dedicate and construct or otherwise guarantee construction of the turn-around, as provided above. Upon receipt of the required compensation, and dedication, and construction of such improvements, or receipt of guarantee for such improvements, as provided herein, the City Clerk is directed to record a certified copy of this ordinance with the Pierce County Auditor.

PASSED by the City Council and APPROVED by the Mayor this 24th day of November, 1997.

APPROVED:

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MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

By: \_\_\_\_\_  
CAROL A. MORRIS

FILED WITH THE CITY CLERK: 11/19/97  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO. \_\_\_\_\_

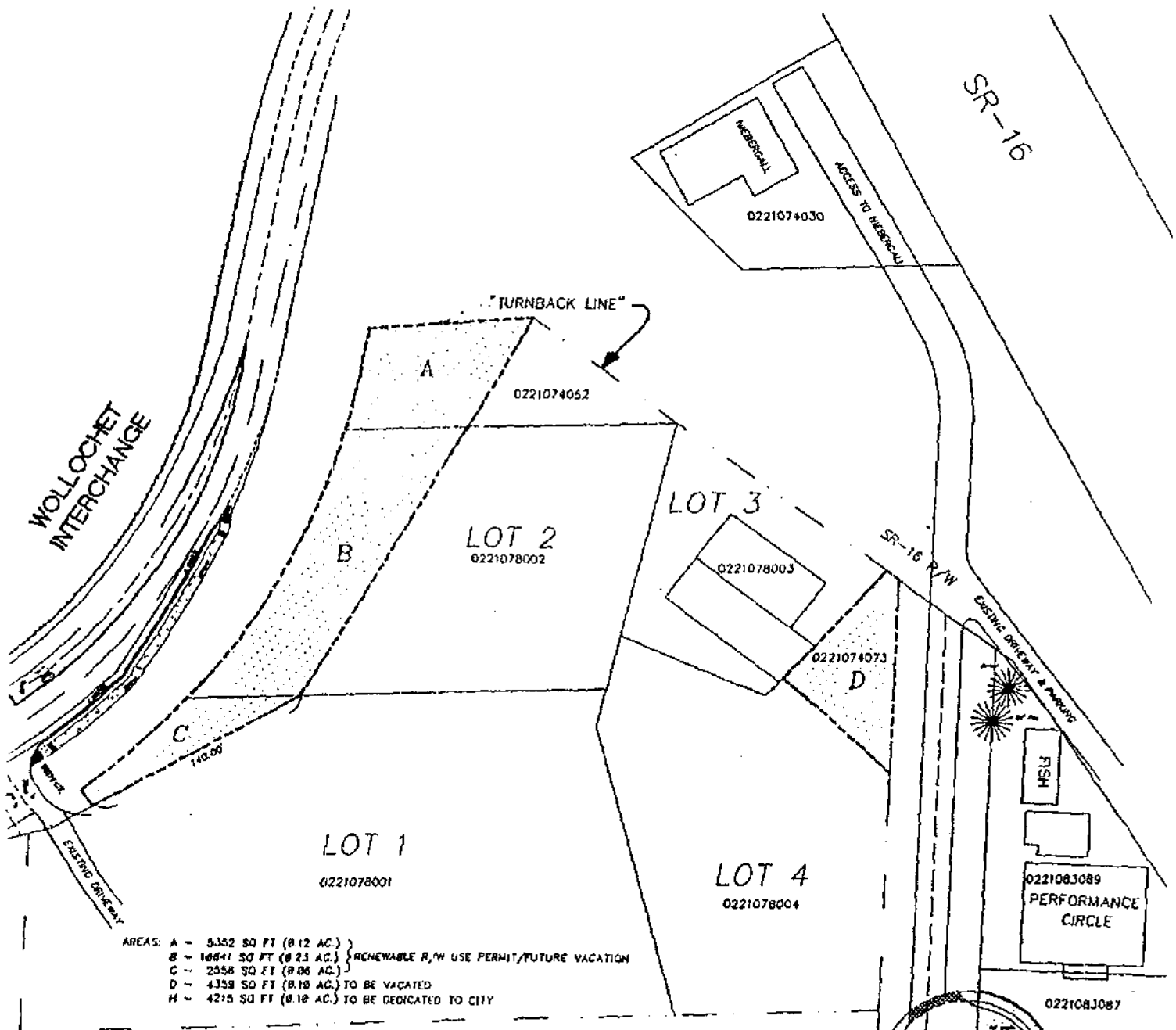
## EXHIBIT A

### TRACT D

That portion of the westerly 38th Avenue Northwest right-of-way consisting of parcel APN 0221074073 bounded on the north by the southerly State Route-16 Right-of-Way line as depicted on Sheet 9 of that certain Map of Definite Location entitled State Route-16, Narrows Bridge to Olympic Drive, prepared by the Washington State Highway Commission March 19, 1970, on the northwest by parcel APN 0221078003, and on the southwest by parcel APN 0221078004, and on the east by a line offset thirty (30) feet, measured perpendicular to and westerly of, and parallel to, the section line common to sections 7 and 8 of T21N, R2E, W.M. Subject to an easement for utility construction, repair and maintenance over the above described vacated right-of-way.

### TRACT H To be Dedicated to the City

That portion of parcel APN 0221083087 adjacent to, and east of, the 38th Avenue Northwest right-of-way, and bounded by a circle with a radius of 55 feet whose center is 57.3 feet northerly of the westerly extension of said parcel's southerly boundary line, as measured along the centerline of 38th Avenue Northwest, and 25 feet easterly of the centerline of 38th Avenue Northwest, measured perpendicular to said centerline.



- AREAS: A - 5352 SQ FT (0.12 AC.)  
 B - 10841 SQ FT (0.25 AC.) } RENEWABLE R/W USE PERMIT/FUTURE VACATION  
 C - 2558 SQ FT (0.06 AC.)  
 D - 4358 SQ FT (0.10 AC.) TO BE VACATED  
 H - 4215 SQ FT (0.10 AC.) TO BE DEDICATED TO CITY

GARRISON - BURTON PARK R/W REVISION

NOV 24, 1997





*City of Gig Harbor. The "Maritime City."*

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: DAVID RODENBACH** *DR*  
**SUBJECT: SECOND READING - 1997 BUDGET AMENDMENT ORDINANCE**  
**DATE: DECEMBER 1, 1997**

#### **BACKGROUND**

The General Fund Administration/Finance Department requires an amendment to the 1997 appropriation.

Expenditures for this department are at 100% of budget through October. This is due to legal fees which are 145% of budget.

The 1997 appropriation for legal fees is \$120,000. Through October the city has incurred \$200,000 in legal fees. It appears legal expenditures may be as high as \$250,000.

All other expenditures in this department are expected to be within budget.

#### **RECOMMENDATION**

Staff recommends adoption of the ordinance.

ORDINANCE NO. \_\_\_\_

AN ORDINANCE AMENDING THE 1997 BUDGET FOR THE CITY OF GIG HARBOR, WASHINGTON.

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WHEREAS, adjustments to the 1997 annual appropriations are necessary to conduct city business,

NOW, THEREFORE, the City Council of the City of Gig Harbor, Washington, ORDAINS as follows:

Section 1.

The annual appropriations in the departments and funds listed below shall be increased to the amounts shown:

<u>Fund/Dept.</u>	<u>Original Appropriations</u>	<u>Amendment</u>	<u>Amended Appropriations</u>
001-General Government			
04-Admin/Finance	405,450	100,000	505,450
001-Total General Gov't.	3,896,821	100,000	3,996,821

Section 2. This ordinance shall be in force and take effect five(5) days after its publication of a summary according to law.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this \_\_\_\_ day of \_\_\_\_\_, 1997.

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Gretchen A. Wilbert, Mayor

ATTEST:

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Molly Towslee, City Clerk

Filed with City Clerk: 11/19/97

Passed by the City Council:

Date published:

Date effective:



*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: EMPLOYMENT AGREEMENT - MUNICIPAL COURT JUDGE**  
**DATE: DECEMBER 1, 1997**

#### **INFORMATION/BACKGROUND**

The position of Municipal Court Judge is established for four year terms. Judge Paja's current term ends on December 31, 1997. The attached agreement renews this term from January 1, 1998 through December 31, 2001.

#### **POLICY CONSIDERATION**

This agreement provides for termination of the agreement in the event that the city is required to fill the judge position by election or in the event that the judge position becomes full-time. Also, this agreement provides language which ensures the city's flexibility to terminate court services. Eliminating or altering court services may be prudent in light of a rapidly increasing net cost of court operation. In 1995, in a conservative estimate of savings which could be realized through consolidation of the court with the local District Court, the city Finance Director predicted that the revenue/expenditure pattern for court operation could result in a \$90,245 net court cost in 1998. The current 1998 approved budget identifies a net court cost of \$172,330.

The agreement has been crafted and approved by Legal Counsel.

#### **FISCAL CONSIDERATIONS**

Judge Paja is requesting an increase in her monthly base salary from \$1000 to \$1300, as well as an increase in the hourly rate of compensation from \$60 to \$80. Also, the hours of compensable time for jury-trials, non-jury trials and hearing on days other than Tuesdays are proposed for increase from 45 to 60 hours per year. Other compensable items in the contract, including mileage, telephone expenses, and judicial training are as previously agreed in the 1994 contract.

#### **RECOMMENDATION**

Staff recommends approval of the agreement as presented.

**MUNICIPAL COURT JUDGE  
EMPLOYMENT AGREEMENT**

THE PARTIES

The parties to this agreement are as follows: Marilyn G. Paja, hereinafter referred to as "Judge," and the City of Gig Harbor, Washington, hereinafter referred to as the "City."

PURPOSE

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

AGREEMENT

The parties hereto agree as follows:

- A. Performance of Duties. The Judge shall at all times faithfully, and to the best of her ability and experience, perform all of the duties that are required of her pursuant to the expressed and implicit terms of this agreement and pursuant to the rules of professional ethics. The provisions of chapter 3.50 RCW and the gig Harbor Municipal Code section creating the municipal court are incorporated into the agreement as fully as if set forth therein.
- B. Compensation. The City shall compensate the Judge for conducting municipal court cases for the City of Gig Harbor as follows:
1. The monthly base salary shall be ~~\$1,000~~ ~~1,300~~ for general administrative time, occasional in-custody arraignments, regular Tuesday court calendars, and related activities not specified herein. Non-jury and jury trials and hearings scheduled on days other than Tuesday afternoons shall be compensated at a rate of ~~\$60~~ ~~80~~ per hour with a limit of ~~45~~ ~~60~~ compensated hours annually.
  2. Mileage incurred by the Judge shall not be reimbursed by the City.
  3. Long distance telephone expenses shall be documented and reimbursed by the City to a limit of \$15 per month.

4. Up to fifteen (15) hours of judicial training for the Judge shall be compensated at the hourly rate.
  5. The judge shall submit monthly payment invoices to the City after such services have been performed. The City shall pay the full amount of the invoice within thirty (30) days of the receipt.
- C. Liability Insurance. The City shall provide and maintain public officials liability insurance covering the Judge for wrongful acts rendered in the discharge of official duties at limits consistent with levels of coverage maintained for other city public officials and employees.
- D. Judge Pro Tem. In the event of a conflict of disqualification, or when in the discretion of the Judge the use of a Judge Pro Tem is required, the Judge may assign cases to a Judge Pro Tem. The Judge shall propose candidates for the position of Judge Pro tem, who shall be members of good standing of the Washington State Bar Association, and subject to confirmation by the Mayor. Salary of Judges Pro Tem shall be paid by the Judge when Judges Pro Tem are employed for the convenience of the Judge.
- E. Employment Conditions. The employment relation of the Judge and Judges Pro Tem shall be governed by this Agreement. The Judge and Judges Pro Tem are independent contractors, and shall provide professional services to the City pursuant to this Agreement. Neither the Judge nor the Judges Pro Tem are employees of the City, and each shall be responsible for paying federal income tax and other taxes, fees, or other charges imposed by law upon independent contractors from the compensation paid to them by the City. Neither the Judge nor the Judges Pro Tem shall be entitled to any benefits provided to City employees and shall specifically not be entitled to sick leave, vacation, unemployment insurance, worker's compensation, overtime, compensatory time or any other benefit not specifically addressed and provided for in this agreement. The Judge and Judges Pro Tem shall be solely and entirely responsible for their acts during the performance of this Agreement. The Judge and Judges Pro Tem shall be subject to the rules of conduct of the relevant personnel policies of the City and the Code of Judicial Conduct.

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

- F. Indemnification. The Judge is a public official of the City of Gig Harbor. The Judge agrees to indemnify, defend and hold the City harmless for any and all claims or liabilities of any nature for any acts of the Judge that are outside of the scope of her official duties as described herein.
- G. Term. This agreement shall commence on January 1, ~~1994~~<sup>1998</sup>, and terminate on December 31, ~~1997~~<sup>2001</sup>, ~~at which time a reappointment or new appointment of the~~

~~municipal court judge for a new four year term shall take place. New appointment or reappointment of the municipal court judge shall be made on or before December 1, 1997, unless terminated as provided in this section and section H. If the City chooses to appoint or reappoint the municipal court judge, such appointment or reappointment shall take place on or before December 1, 2001. This agreement may be terminated by the Judge providing a sixty (60) day written notice of termination to the city. The City may remove the Judge from office only as provided in RCW 3.50.095 (as it now exists or may be amended in the future); PROVIDED THAT, the city may decide at any time after execution of this Agreement, to terminate the municipal court as provided in chapter 3.50 RCW and eliminate the position of municipal court judge. Both parties specifically agree that elimination of the position of municipal court judge does not constitute "removal" of the judge from office, and does not trigger RCW 3.50.095 (as it now exists or may be amended in the future). PROVIDED FURTHER, that if the position of municipal court judge becomes full-time as defined in RCW 3.50.055, and the City is required to fill the position by election, the City may also terminate this Agreement by providing the Judge at least sixty (60) days written notice.~~

- H. Nonexclusive Contract. This shall be a nonexclusive contract. The City reserves the right to appoint additional judges ~~and~~ to contract for additional court services in the future, or to terminate this agreement for the purpose of filling the position by election (as required by RCW 3.50.055). Nothing herein shall be interpreted to prohibit such future appointment, or restrict the City's decision to increase the position to full-time, which could trigger the provisions of RCW 3.50.055. Nothing in this Agreement shall guarantee renewal of this Agreement, its level of payment, nor the level of cases forwarded to the Judge for future years, regardless of whether the Judge shall be within the terms of her appointment. In the event of such future appointments, the City reserves the right to renegotiate any and all provisions of this Agreement for future contract terms.
- I. Resolution of Disputes. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City, and the City shall determined the term or provision's true intent or meaning. If any dispute arises between the City and the Judge which cannot be resolved by the City's determination in a reasonable period of time, or if the Judge does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be with the Pierce County Superior Court, in Pierce County, Washington. The prevailing party shall be reimbursed by the other party for its costs, expenses and reasonable attorneys fees incurred in any litigation arising out of the enforcement of this Agreement.
- J. Integration. The written provisions and terms of this Agreement shall supersede all prior verbal statements of any officer or representative of the City, or any prior agreements between the parties and such statement or prior agreements shall not be effective or be construed as entering into, forming a part of, or altering this Agreement in any way. The entire agreement between the parties is contained in this Agreement document.

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

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

Judge: Marilyn G. Paja  
Hillside Professional Bldg.  
569 Division Street Suite D  
Pt. Orchard, WA 98366

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

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

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

DATED this \_\_\_\_ day of December, 1997

CITY OF GIG HARBOR

\_\_\_\_\_  
Gretchen A. Wilbert, Mayor

\_\_\_\_\_  
Marilyn G. Paja, Municipal Court Judge

ATTEST:

\_\_\_\_\_  
Molly M. Towslee, 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** *MH*  
**SUBJECT: FIRST READING - ORDINANCE ESTABLISHING COMPENSATION**  
**FOR THE MUNICIPAL COURT JUDGE**  
**DATE: NOVEMBER 31, 1997**

**INFORMATION/BACKGROUND**

An ordinance is necessary to establish the level of compensation for the position of Municipal Court Judge for the next four year term, 1998 through 2001.

**FISCAL CONSIDERATIONS**

The monthly base salary is \$1300. Non-jury and jury trials and hearings scheduled on days other than Tuesday afternoons are to be compensated at \$80 per hour with the limit of 45 hours annually.

**RECOMMENDATION**

Staff recommends approval of the ordinance at the second reading.

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON,  
AMENDING ORDINANCE NO. 659 AND ESTABLISHING THE  
1998/2001 COMPENSATION FOR MUNICIPAL COURT JUDGE.**

---

WHEREAS, the City has established a municipal court pursuant to RCW Chapter 3.50; and

WHEREAS, said statute requires that judicial compensation be established by ordinance;  
NOW, THEREFORE,

THE CITY OF GIG HARBOR DOES ORDAIN;

Section 1. The monthly base salary shall be ~~\$1,000~~ ~~1,300~~ for general administrative time, occasional in-custody arraignments, regular Tuesday court calendars, and related activities not specified herein. Non-jury and jury trials and hearings scheduled on days other than Tuesday afternoons shall be compensated at a rate of ~~\$60~~ ~~80~~ per hour with a limit of 45 compensated hours annually.

Section 2. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

APPROVED:

---

Gretchen A. Wilbert, Mayor

ATTEST:

---

Molly M. Towslee, City Clerk

Filed with City Clerk: 11/5/97

Passed by City Council:

Date Published:

Date Effective:

**SUMMARY OF ORDINANCE NO. \_\_\_\_**  
of the 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,  
AMENDING ORDINANCE NO. 659 AND ESTABLISHING THE  
1998/2001 COMPENSATION FOR MUNICIPAL COURT JUDGE.**

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 1997.

\_\_\_\_\_  
Molly Towslee, City Clerk

Filed with City Clerk: 11/5/97

Passed by City Council:

Date Published:

Date Effective:





*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: PROSECUTOR EMPLOYMENT AGREEMENT**  
**DATE: NOVEMBER 31, 1997**

**INFORMATION/BACKGROUND**

The city's current contract with Mann and Johnson for municipal prosecution services is a one year agreement that commenced on January 1, 1997 and will terminate on December 31, 1997.

**POLICY CONSIDERATIONS**

This firm has been the sole provider of prosecution services for the city over the last year. The services have been satisfactory.

**FISCAL CONSIDERATIONS**

The city has budgeted \$50,000 for prosecutorial services for the municipal court for the 1998 budgetary year, the same as in 1997.

**RECOMMENDATION**

Staff recommends approval of the contract as presented.

**CITY PROSECUTOR  
EMPLOYMENT AGREEMENT**

**THE PARTIES:**

The parties to this Agreement are as follows: **GAROLD E. JOHNSON**, hereinafter referred to as "Attorney"; and **THE CITY OF GIG HARBOR**, hereinafter referred to as "City".

**PURPOSE:**

The purpose of this Agreement is to set forth the terms of the Agreement between the parties whereby the City agrees to hire Attorney for the City of Gig Harbor and Attorney agrees to provide legal services for the city relative to prosecuting of cases and other related matters.

**CONSIDERATION:**

The consideration for this Agreement consists of the mutual covenants and conditions contained herein and the mutual legal benefits and detriments arising from this Agreement.

**THE AGREEMENT:**

The parties hereto agree as follows:

1. Attorney or his associate shall at all times faithfully, industriously, and to the best of his/their ability and experience, perform all of the duties that may be required of him/they pursuant to the express and implicit terms of this Agreement and pursuant to the rules of professional ethics.
2. The City shall retain Attorney for the following works and shall reimburse the Attorney at the following rates.
  - a. Preparation and appearances for cases assigned to Attorney by the City in any Court, including without limitation, the Gig Harbor Municipal Court, Pierce County Superior court and the Appellate Courts of the State of Washington.
  - b. Attorney shall be entitled to claim a minimum of one (1) hour for any Court proceeding at which he is present.
  - c. The City shall pay or reimburse Attorney for all Court costs, long distance telephone charges and postage. Attorney shall not be paid for travel time or clerical time involved in the performance of his duties.

- d. Partners shall be reimbursed at the rate of Ninety-five Dollars (\$95.00) per hour; Associates shall be reimbursed at the rate of ~~Sixty-five~~ Seventy Dollars (~~\$65.00~~ 70.00) per hour; and Law Clerks and Paralegals shall be reimbursed at the rate of Forty-five Dollars (\$45.00) per hour.
3. It is agreed and understood that it is the responsibility of the Attorney to be present either in person or via an associate at all Court hearings for which he has contracted to render services on behalf of the City. It is understood that the Attorney has other employment and that he is not precluded from other employment so long as there is no interference with the performance of his duties as set forth herein. Should he be unable to perform his duties by reason of illness, vacation or other circumstances, he shall be responsible to obtain the services of a licensed attorney in the State of Washington to represent the City in the Attorney's absence. Such counsel obtained to pro tem for the Attorney in such instances shall be compensated by the Attorney.
4. The City shall be responsible for the provision to defendants of all required notices to assure their appearance in Court.
5. Attorney shall be a named insured on the City's policy of errors and omissions insurance for liability for his acts and omissions when acting within the scope of his duties as City Prosecutor for the City.
6. This Agreement may be terminated by the City without cause and without notice. After the expiration of six (6) months, Attorney may, for any reason, terminate this Agreement by ninety (90) days written notice to the City.
7. This contract contains the complete agreement concerning the employment arrangement between the parties herein and shall, as of the effective date hereof, supersede all other agreements between the parties.
8. No waiver of modification of this Agreement shall be valid unless in writing and duly executed by the party to be charged therein.

No evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration or litigation between the parties arising out of or affecting this Agreement or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing duly executed by the parties. The parties further agree that the provisions of this section may not be waived except as herein set forth.

9. The term of this Agreement shall be for one (1) year, commencing on the 1<sup>st</sup> day of January, 1998 and terminating on the 31<sup>st</sup> day of December, 1998, subject, however, to prior termination as provided hereinabove.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

**CITY OF GIG HARBOR:**

\_\_\_\_\_  
**GRETCHEN A. WILBERT, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**MOLLY TOWSLEE, CITY CLERK**

**ATTORNEY:**

\_\_\_\_\_  
**GAROLD E. JOHNSON**





*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: MARK HOPPEN, CITY ADMINISTRATOR** *MH*  
**SUBJECT: LEGAL SERVICES AGREEMENT FOR 1998**  
**DATE: DECEMBER 1, 1997**

#### **INFORMATION/BACKGROUND**

Staff is submitting the proposal for legal services with Ogden, Murphy and Wallace for Council approval. With minor housekeeping, this agreement is identical with the city's previous agreement with the law firm, except for percentage increases in the rate of compensation per position category. The rates for Partners are proposed at a \$3.55 per hour increase; Associates are proposed at a \$2.90 per hour increase; Law Clerks are proposed at a \$2.20 per hour increase; and Paralegals at a \$1.75 per hour increase. Each of these positions is requesting a 3.0% increase over 1997 rates. The monthly retainer is submitted for an increase of \$38.50 (as compared to \$50 last year), also a 3% increase.

Carol Morris proposes the use of video conferencing to reduce trips to Gig Harbor. This will utilize the internet, reduce phone billings, and be implemented by the firm.

#### **RECOMMENDATION**

Staff recommends that Council approve the proposed rate adjustments for legal services for 1998 and the revised contract as presented.



P.L.L.C. ATTORNEYS AT LAW

RECEIVED  
NOV 20 1997  
CITY OF GIG HARBOR

2100 Westlake Center Tower • 1601 Fifth Avenue • Seattle, WA 98101-1686 • (206) 447-7000 • Fax (206) 447-0215

*Carol A. Morris*

November 18, 1997

Mayor Gretchen Wilbert and  
Mr. Mark Hoppen  
City Administrator  
CITY OF GIG HARBOR  
3105 Judson Street  
Gig Harbor, WA 98335

Re: Proposed Rates for 1998

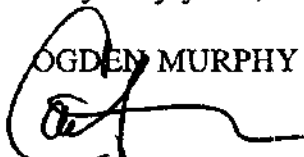
Dear Mayor Wilbert and Mark:

Enclosed is a proposed contract for City Attorney services for 1998. We would propose the following cost of living increases to the hourly rates and retainer to be effective January 1, 1998:

	<u>Current Rate</u>	<u>Proposed Rate</u>	<u>Percent of Increase</u>
Partners	\$118.50/hr	\$122.05/hr	3.0%
Associates	\$ 97.00/hr	\$ 99.90/hr	3.0%
Law Clerks	\$ 73.00/hr	\$ 75.20/hr	3.0%
Paralegals	\$ 58.00/hr	\$ 59.75/hr	3.0%
Retainer (13 hours)	\$1,285/mo	\$1,323.50/mo	3.0%

Please review the enclosed contract and let me know if you would like to make any changes.  
Thanks.

Very truly yours,

  
OGDEN MURPHY WALLACE  
Carol A. Morris

CAM:clr  
encl.

CAM 146067.1L/0008.030.003

## LEGAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the City of Gig Harbor, hereinafter referred to as the "City," and Ogden Murphy Wallace, P.L.L.C., hereinafter referred to as the "City Attorney."

1. General Recitals.

A. The Council desires to establish a retainer system for legal services and for matters of a routine nature in order to encourage Councilmembers, the Mayor and department heads to utilize the services of the City Attorney as an effective means of assisting with risk management.

B. The parties hereto desire to define the services to be provided and the costs associated therewith.

2. Term. The term of this Agreement shall be from January 1, 1998, until terminated by either party pursuant to the terms hereof. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

3. Duties.

A. The City Attorney shall be principally responsible for performing all legal work for the City, except as set forth in Paragraph 3(B). The City Attorney may have other attorneys employed by the law firm assist her in the performance of her duties. The following list of duties are illustrative of the services to be performed by the City Attorney, but is not necessarily inclusive of all duties:

(1) City Attorney to provide services on City Hall premises to be scheduled by appointment as required or on pre-arranged days. Other basic services will be provided at the Ogden Murphy Wallace offices in Seattle.

(2) Draft City ordinances, contracts, resolutions, interlocal agreements, correspondence and other legal documents as requested by the City;

(3) Represent the City in lawsuits and other contested proceedings commenced by the City;

(4) Represent the City in lawsuits and other contested proceedings in which the City is named as a defendant;

(5) Approve all legal documents as to proper form and content;

(6) Advise the Mayor, Councilmembers, staff members, committee members, commission members and board members with regard to legal matters relating to their respective duties being performed for the City;

(7) Consult with and advise the Mayor, Councilmembers, department heads and staff if requested by a department head or the Mayor, by telephone, in person and/or by written memo, on routine City business;

(8) Be available on an as-needed basis to discuss legal matters with citizens which affect the City and respond to citizen inquiries in person, in writing or by telephone involving City business;

(9) Attend all Council meetings and work sessions, unless excused therefrom by the Mayor or Mayor pro-tem;

(10) Attend board meetings, commission meetings, committee meetings or any other type of meeting on an as-needed basis, including meetings with other governmental agencies as necessary on matters involving the City; and

(11) Such other duties as are necessary and appropriate in order to provide the City with legal representation.

B. The City Attorney's duties do not include the following:

(1) Providing public defense services for indigent defendants;

(2) Representing the City in any legal matter where the City Attorney is prohibited from doing so as a result of a conflict of interest under the Rules for Professional Conduct or other applicable law or regulation;

(3) Providing legal services where the City has insurance coverage that provides for legal services to the City and the City has tendered the defense to the insurance carrier. Provided, however, the City Attorney shall monitor the lawsuit on behalf of the City, and may be retained by the City's insurance provider to provide such legal services;

(4) Providing criminal prosecution services.

#### 4. Compensation.

A. Retainer. The City shall pay the law firm a monthly retainer amount of \$1,323.50 for thirteen (13) hours of legal services commencing January 1, 1998. The rates charged by Ogden Murphy Wallace for the legal services provided in this agreement which exceed the retainer amount (not projects in Sections 4(B) and 4(C) below) are:

	Rate
Partners	\$122.05/hr.
Associates	\$ 99.90/hr.
Law Clerks	\$ 75.20/hr.
Paralegals	\$ 59.75/hr.

These rates are effective until December, 1998, and are subject to renegotiation yearly, for cost of living increases.

B. Development Proposals. On all projects for which the City will seek compensation from a proponent for the City's costs, the City Attorney and the law firm shall charge their regular hourly rates. The types of projects that are included in this category would be work associated with L.I.D.'s, ULIDs, annexations not initiated by the City, rezones, latecomers agreements, development agreements, projects subject to the City's environmental ordinances, and all other projects for which the City is entitled to receive reimbursement from another source.

C. Special Projects. It is anticipated that there may be services needed from the City Attorney and the law firm that are not of a routine nature and thus would not be included in the monthly retainer. The projects included in this category include the following:

- (1) Any contested proceedings whether the City is the initiating party or the defending party, such as mediations, arbitrations, appeals, court proceedings and administrative hearings;
- (2) Union negotiations;
- (3) Personnel matters other than of a routing nature. This would include any disciplinary proceedings;
- (4) Land acquisition; and
- (5) Such other matters as are of a non-routine nature as specifically approved by the City Council.

D. Reimbursable Costs. The law firm shall be reimbursed for costs and advances for such items as legal messenger service, copying costs (for large copy projects the attorney shall determine if the Mayor or Administrator would prefer to use City personnel and equipment so as to minimize copy costs), long distance, access and use charges for computer legal research services, long distance telephone charges, facsimile costs, deposition fees, court filing fees and similar expense items. The City will be billed for travel time for meetings held off the City Hall premises, for travel to City Hall for the

appointments scheduled on in Section 3(A)(1) of this Agreement, and to regular City Council meetings.

E. Equipment and Other Resources. Ogden Murphy Wallace shall provide the City Attorney's mobile telephone, unlimited access to CD-ROM and access to all other on-line computer legal research services.

5. Entire Agreement. This Agreement incorporates the entire agreement between the parties with regard to legal work to be performed on behalf of the City, and the rates to be charged therefore.

DATED this \_\_\_\_ day of \_\_\_\_\_, 1997.

CITY OF GIG HARBOR

OGDEN MURPHY WALLACE, P.L.L.C.

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Carol A. Morris

ATTEST:

By: \_\_\_\_\_  
City Clerk



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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: W CAROL MORRIS, CITY ATTORNEY**  
**SUBJECT: FIRST READING OF ORDINANCE – ACCEPTANCE OF PRIVATE STREET AND UTILITIES.**  
**DATE: DECEMBER 8, 1997**

#### **INFORMATION/BACKGROUND**

At the last City Council meeting, the Council asked for an ordinance amending the Public Works Standards to include criteria for the consideration of acceptance of private streets and private storm drainage systems. The attached ordinance describes the City Council's decision to accept the responsibility for ownership, operation, repair and maintenance as discretionary. A number of factors for the Council to weigh in their decision are also listed.

#### **FISCAL IMPACTS**

Adoption of this ordinance will have no fiscal impact. This ordinance sets up a procedure to allow the Council to accept the responsibility for operation, maintenance, repair and improvement of private streets and storm water facilities, and subsequent decisions made pursuant to this ordinance may have fiscal impacts.

#### **RECOMMENDATION**

The City Attorney's office recommends that the Council make its decision whether to adopt this ordinance (or a similar ordinance) without consideration of any pending request for acceptance of private streets or facilities. The criteria in this ordinance should be uniform for all such requests.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PUBLIC WORKS STANDARDS, ADOPTING NEW CRITERIA FOR THE CITY COUNCIL TO ACCEPT OWNERSHIP AND MAINTENANCE RESPONSIBILITIES FOR EXISTING PRIVATE STREETS AND TO ADOPT SUCH STREETS AS PART OF THE CITY'S PUBLIC STREET SYSTEM, AMENDING SECTION 2B.070, ADDING A NEW SECTION 3.080 TO THE CITY'S PUBLIC WORKS STANDARDS, AND AMENDING ORDINANCE NO. 712.

---

WHEREAS, property outside the City limits has been developed under the Pierce County codes and public works standards; and

WHEREAS, the Pierce County codes and public works standards allowed the development of private streets and other improvements which do not, in all instances, conform to the City's public works standards; and

WHEREAS, property owners with the responsibility of maintaining and operating these private streets and other improvements have requested that the City accept ownership and maintenance responsibilities for these streets and improvements; and

WHEREAS, the City Council desires to develop uniform criteria to determine whether the City should accept ownership and maintenance responsibilities for existing private streets; and

WHEREAS, the City Council finds that the City's current public works standards on this subject are too restrictive and should be changed; now, therefore,



THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO

ORDAIN AS FOLLOWS:

Section 1. Section 2B.070 of the City's Public Works Standards, as adopted by Ordinance No. 712, is hereby amended to read as follows:

**2B.070 Private Streets.** See definition of "private street" in Section 1.025.

A. Private streets may be allowed under the following conditions:

\* \* \*

B. ~~Acceptance of Public Streets. Acceptance of private streets as public streets will be considered only if the street(s) meet all applicable public street standards, including right-of-way widths. The City Council's decision whether to accept dedication of a private street is wholly discretionary. The City Council's acceptance of private streets as public streets will be considered only if each of the following conditions are met:~~

1. The street(s) have been constructed to approximate City public works standards and would not result in unusually high costs of maintenance, improvement or repair;

2. There is no hazardous waste located upon or under the street(s). The property owners desiring to dedicate the street(s) to the City shall hire a hazardous materials consultant, as approved by the City, and shall pay the cost of the hazardous materials evaluation. The hazardous materials evaluation shall include a Phase I evaluation, and may in the City's sole discretion, include a Phase II evaluation;

3. The owners of the street(s) have agreed in writing to dedicate the street(s) to the City on behalf of the public as required by RCW 64.04.175;

4. If a plat alteration is necessary, the requisite owner(s) have completed and signed the plat alteration application, together with the proposed street dedication, and have paid the requisite fee, the plat alteration has been approved and the street dedication has been recommended for approval by the City Hearing Examiner;

5. The public interest will be benefitted by accepting dedication of the street(s); and

6. The acceptance of the street(s) does not set a precedent which is detrimental to the public health, safety or welfare.

Section 2. A new Section 3.080 is hereby added to the City's Public Works Standards, as adopted by Ordinance 712, to read as follows:

**3.080 Acceptance of Private Storm Drainage Systems as Public Storm Drainage Systems.** The City Council's decision whether to accept dedication of a private storm drainage system is wholly discretionary. The City Council's acceptance of private storm drainage system, along with the dedication of the necessary access easement, as a public storm drainage system, will be considered only if each of the following conditions have been met.

1. The storm drainage system(s) have been constructed to approximate City public works standards and would not result in unusually high costs of maintenance, improvement or repair;

2. There is no hazardous waste located within the storm drainage easement. The property owners desiring to dedicate the storm drainage system and easement to the City shall hire a hazardous materials consultant, as approved by the City, and shall pay the cost of the hazardous materials evaluation. The hazardous materials evaluation shall include a Phase I evaluation, and may, in the City's sole discretion, include a Phase II evaluation;

3. The owner(s) of the storm drainage system have agreed in writing to dedicate the system and the requisite easements to the City on behalf of the public as required by RCW 64.04.175;

4. If a plat alteration is necessary, the requisite owner(s) have completed and signed the plat alteration application, and paid the requisite fee, the plat alteration has been approved and the easement dedication has been recommended for approval by the City Hearing Examiner;

5. The storm drainage easement is adequate for maintaining and servicing the storm drainage system;

6. The public interest will be benefitted by accepting dedication of the storm drainage system; and

7. The acceptance of the storm drainage system and easement does not set a precedent which is detrimental to the public health, safety or welfare.

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

APPROVED:

---

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

BY: \_\_\_\_\_  
CITY ATTORNEY, CAROL A. MORRIS

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

**SUMMARY OF ORDINANCE NO. \_\_\_\_\_**

of the City of Gig Harbor, Washington

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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 PUBLIC WORKS STANDARDS, ADOPTING NEW CRITERIA FOR THE CITY COUNCIL TO ACCEPT OWNERSHIP AND MAINTENANCE RESPONSIBILITIES FOR EXISTING PRIVATE STREETS AND TO ADOPT SUCH STREETS AS PART OF THE CITY'S PUBLIC STREET SYSTEM, AMENDING SECTION 2B.070, ADDING A NEW SECTION 3.080 TO THE CITY'S PUBLIC WORKS STANDARDS, AND AMENDING ORDINANCE NO. 712.**

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 199\_.

---

CITY CLERK, MOLLY TOWSLEE





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:** BAYRIDGE AVENUE IMPROVEMENT PROJECT - CONSULTANT SERVICES CONTRACT  
**DATE:** DECEMBER 2, 1997

#### **INTRODUCTION/BACKGROUND**

Reconstruction of the storm sewer system and installation of a water main are planned for Bayridge Avenue. During development of the preliminary design, the need for more detailed analysis of the storm drainage system has become apparent.

Current plans are to eliminate the open ditches, and a discharge through a private storm drain line to Stinson Avenue. In addition, the discharge line at the northern end of Bayridge is undersized, and needs to be relocated to provide better access.

Insufficient staff resources are available to perform the necessary surveying and design work. The City's Consultant Roster was reviewed, and the firm of Craig Peck & Associates was tentatively selected as the most qualified for the project, subject to Council confirmation and approval of the attached Consultant Services Contract. The firm of Craig Peck & Associates has extensive experience in this area, and with storm water facilities design and related issues; and demonstrated the ability to work with staff and complete the work on schedule.

#### **POLICY CONSIDERATIONS**

The agreement reduces the Professional Errors and Omissions insurance requirement from \$1,000,000 to \$250,000 in consideration of the small size of the contract, the nature of the work, and the professional licensing requirements for performance of the work.

#### **FISCAL CONSIDERATIONS**

Funds are available for this work under the Bayridge Avenue project in the Storm Sewer Operating Fund.

#### **RECOMMENDATION**

I recommend that the Council move and approve execution of the Consultant Services Contract with Craig Peck & Associates in an amount not to exceed four-thousand four-hundred dollars and no cents (\$4,400.00).

**CONSULTANT SERVICES CONTRACT**  
**BETWEEN THE CITY OF GIG HARBOR AND**  
**CRAIG A. PECK & ASSOCIATES**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Craig A. Peck & Associates organized under the laws of the State of Washington, located and doing business at 723 22nd Street SW, Puyallup, Washington 98371 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the design of the Bayridge Avenue Improvement Project, and desires that the Consultant perform the professional services necessary for the design of storm drainage improvements as set forth in Exhibit A, Scope of Services, City of Gig Harbor Bayridge Avenue Storm Drainage Improvements (hereinafter "Exhibit A"), which is attached hereto.

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

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

**I. Description of Work**

The Consultant shall perform all work as described in Exhibit A - Scope of Services, City of Gig Harbor Bayridge Avenue Storm Drainage Improvements.

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed four-thousand four-hundred dollars and no cents (\$4,400.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's billing rates shall be as described in Exhibit B - Cost Proposal, City of Gig Harbor Bayridge Avenue Storm Drainage Improvements, which is attached hereto.



B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

### **III. Relationship of Parties**

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

### **IV. Duration of Work**

The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement. The parties agree that the work described in Exhibit A is to be completed within the time set forth in Exhibit A, but not to exceed 180 calendar days of the execution of this Agreement; provided however, that additional time shall be granted by the City for excusable delays or extra work.

### **V. Termination**

A. Termination of Agreement. The City may terminate this Agreement at any time prior to completion of the work described in Exhibit A. Termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later. Such notice may be delivered to the Consultant in person or by certified mail.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in

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

## **VI. Discrimination**

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

## **VII. Indemnification**

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

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

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

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

## **VIII. Insurance**

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees, sub-consultants or sub-contractors.

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

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

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

3. Professional Liability insurance with limits no less than \$250,000 limit per occurrence.

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

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

### **IX. Exchange of Information**

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

## **X. Ownership and Use of Records and Documents**

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

## **XI. City's Right of Inspection**

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

## **XII. Consultant to Maintain Records to Support Independent Contractor Status**

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

## **XIII. Work Performed at the Consultant's Risk**

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

#### **XIV. Non-Waiver of Breach**

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

#### **XV. Resolution of Disputes and Governing Law**

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

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

#### **XVI. Written Notice**

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

#### **XVII. Assignment**

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

#### **XIII. Modification**

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

**XIX. Entire Agreement**

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this 3  
day of Dec, 1997.

\_\_\_\_\_

THE CITY OF Gig Harbor

By: Craig A. Peck  
Its Principal

By: \_\_\_\_\_  
Mayor

Notices to be sent to:

Mr. Craig A. Peck  
CONSULTANT

Mr. Wes Hill, P.E.  
Director of Public Works

Craig A. Peck & Associates  
723 22nd Street SW  
Puyallup, Washington 98371

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Gig Harbor City Attorney

ATTEST:

\_\_\_\_\_  
Gig Harbor City Clerk

**EXHIBIT A  
SCOPE OF SERVICES**

**CITY OF GIG HARBOR  
BAYRIDGE AVENUE STORM DRAINAGE IMPROVEMENTS**

**PROJECT DESCRIPTION:**

The purpose of this Consultant Services Agreement is to determine the drainage system requirements for Bayridge Avenue, including relocation and modifications to the storm drainage outfalls. The revised storm drainage system will provide a single outfall constructed through a new easement on the west side and northern limits of Bayridge Avenue. The new outfall will be located at or near the site of an existing storm drain outfall. The primary project elements include:

1. Survey to:
  - Obtain surface elevations within the new easement and outfall area, ravine bottom profile from the outfall to Harborview Drive, and existing outfall elevation.
  - Confirm existing topographic information from previous survey work.
2. Prepare design base map for the project by combining new survey data with existing survey and design information.
3. Determine peak runoff rates and volumes for the Bayridge Avenue drainage basin for the 24-hour, 2-year, 25-year and 100-year rainfall events, in accordance with the City's Public Works Standards.
4. Review ravine channel capacity, review existing flow conditions, and predict total flow conditions with added runoff from Bayridge Avenue.
5. Develop design concept for drainage system and outfall to review with City staff.
6. Design and assist City staff with preparation of construction plans, technical specifications, permit and environmental documents, and estimate of probable cost and construction schedule.

EXHIBIT A - SCOPE OF WORK  
BAYRIDGE AVENUE STORM DRAINAGE IMPROVEMENTS  
Page 2

**GENERAL DESCRIPTION OF WORK:**

1. Assemble and review existing information including survey and geotechnical information furnished by the City and utility companies.
2. Meetings: Attend meetings with City staff to review site conditions, design, and technical issues.
3. Coordination: Coordinate the design work with subconsultants, City staff, and utility companies.
4. Survey: Determine elevation information relative to existing facilities and proposed improvements in sufficient detail to minimize construction time and costs.
5. Design Development: Calculate predicted peak runoff rates and volumes for 2-year predeveloped and 100-year rainfall events for the drainage basin and design pipe with adequate capacity for runoff. Topographic mapping for definition of the drainage basin to be provided by the City.
6. PS&E: Assist City staff with preparation of plans, technical specifications, and prepare an Engineer's estimate of probable construction cost, and prepare construction schedule. Assist City staff in preparation of permit and environmental documents.
7. Bid Advertisement & Award: Provide technical assistance to the City during bid advertisement and award, including preparation of addenda and evaluation of bids.
8. Construction Support Services: Perform on-site review, and assist the City with material source review and evaluation, and evaluation and preparation of change orders.
9. Project Records: Furnish reproducible copies of estimates and construction schedule as paper copies and on diskette. Work shall be prepared in Word 6.0, or newer format



EXHIBIT A - SCOPE OF WORK  
BAYRIDGE AVENUE STORM DRAINAGE IMPROVEMENTS  
Page 3

**ASSUMPTIONS:**

1. The City provided survey and geotechnical information is sufficient for use by the Consultant. The Consultant will perform or cause to be performed such additional survey work as necessary to provide the services outlined in the "Project Description" and "General Description".
2. The Consultant will furnish the survey to the City in the form of the City's standard plan sheet, and on diskette in AutoCADD Release 12 or newer format.
3. Consultant to provide drainage system design including diameter, length, and slope; detention; and outfall slope protection recommendations.
4. Consultant to provide predicted runoff data and input data in computer output form.
5. Contract documents will be prepared by City staff using Washington State Department of Transportation (WSDOT) and American Public Works Association 1996 Standard Specifications for Road, Bridge, and Municipal Construction (English), as modified for City projects, for general format and content as the reference "Standard Specifications".
6. The City's Public Works Standards and WSDOT "Standard Plans" will be used for standard details.
7. The City will prepare the technical specifications from information provided by the Consultant, "boilerplate" contract specifications, bid documents, construction plans, construction notes and standard details.
8. The City will be responsible for all production copies of the contract documents, including plans, bid advertisement, bid tabulation, contract award, and construction contract administration and inspection. Consultant will be responsible to review preliminary and final contract documents for accuracy and content relative to Consultant's work under this scope of work.
9. The City will be responsible to coordinate with property owners prior to survey, design, and construction activities. Acquisition of construction and permanent storm drainage easements will be the responsibility of the City.
10. Design work will be completed within twelve-weeks of execution of the Consultant Services Contract. Timely City review and response is essential for development of a satisfactory design within the contract schedule.

**EXHIBIT B  
COST PROPOSAL**

**CITY OF GIG HARBOR  
BAYRIDGE AVENUE STORM DRAINAGE IMPROVEMENTS**

The work tasks to be completed under this contract, and estimated costs, are summarized in the following table.

The estimated cost for each of the work tasks is as follows:

<u>Task</u>	
1. Site surveying and design base map preparation	\$2,000
2. Runoff prediction calculations for Bayridge Avenue drainage basin and ravine	500
3. Design development including providing Conceptual Designs layouts	400
4. Engineer's Estimate and Construction Schedule	250
5. Technical Assistance During Advertisement and Award of Contract	250
6. Construction Support Services	500
7. Additional Services	<u>500</u>
<b>Total</b>	<b>\$4,400</b>

Work will be billed at an hourly rate of \$95 which includes all direct and indirect costs, overhead, profit, and miscellaneous expenses; and will be itemized by task. No additional services will be performed without the express written authorization of the Public Works Director. All work under this Consultant Services Contract shall be completed for the not to exceed total amount as shown.



*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 MEMBERS**  
**FROM: PLANNING STAFF**  
**SUBJECT: RE-INTRODUCTION - PLANNING COMMISSION RECOMMENDATION  
ON COUNCIL REMAND OF PROPOSED AMENDMENTS TO THE GIG  
HARBOR MUNICIPAL CODE (TITLE 17) AFFECTING DEFINITIONS  
(SECTION 17.04) AND PARKING STANDARDS (SECTION 17.72.030).**  
**DATE: DECEMBER 8, 1997**

### **INTRODUCTION/BACKGROUND**

The City's zoning code requires two off-street parking spaces per unit for both single family and multi-family housing. In February 1997, the planning commission reviewed a proposal to amend the parking standards for multi-family housing which would change the current requirement of two spaces per unit to the following:

- 1 parking space for each studio apartment.
- 1.5 parking spaces for each one bedroom apartment.
- 2 parking spaces for apartments with 2 or more bedrooms.

The planning commission forwarded a positive recommendation to the City Council to amend the standards as proposed. Upon reviewing the proposed standards, however, the City Council determined that more information should be submitted which documents parking demand for multi-family housing and which shows that the proposed standards would assure adequate resident *and* overflow parking.

In response, the applicant, Mr. John Wise, requested additional information from both Tacoma and Pierce County to determine if there was an "overflow" parking requirement in their codes. Mr. Wise was informed that Tacoma's requirement of .75 stalls per unit to 1.5 stalls per unit does (in the majority of cases) provide adequate off-street parking with no impact to on-street parking spaces from "overflow" parking. He was also informed by Pierce County that their requirement of 1 space for a studio or one bedroom apartment and 1.5 spaces for units with 2 bedrooms or more is the only standard they have and that the County's regulations do not address "overflow" parking.

Both the Tacoma and Pierce County standards require fewer parking spaces than would be required under the *proposed* standards for Gig Harbor. Yet even with fewer required spaces, both jurisdictions have indicated that there has been no problems with overflow parking.

Mr. Wise has submitted two parking stall surveys - one for Harbor View East apartments; and one for Murphy's Landing. Mr. Wise's surveys (attached) provide convincing evidence that even on the busiest nights of the two-month survey - July 3 - 6 - there was adequate parking available.

The planning commission reviewed the additional information at a worksession on November 6, 1997.

**PUBLIC HEARING:**

A public hearing was held on the proposed amendments on February 27, 1997. Except for the applicant, no public comments were received.

**POLICY CONSIDERATIONS:**

The current request is to reduce the City's parking requirements for multi-family housing units from the current 2 spaces per unit, to the following:

- 1 parking space for each studio apartment.
- 1.5 parking spaces for each one bedroom apartment.
- 2 parking spaces for apartments with 2 or more bedrooms.

This amendment requires that studio apartments be defined. It is therefore proposed to include the following definition of a studio apartment:

17.04.780 Studio Apartment

"Studio Apartment" means a small apartment with one main living space, a small kitchen, a bathroom, and which does not have a designated bedroom area.

The planning staff and planning commission believe that the additional information submitted by Mr. Wise shows that the current parking requirement for multi-family housing is excessive and has resulted in surplus parking in multi-family projects. The proposed parking reduction would reduce some of the surplus while also reducing the cost of multi-family housing. This is consistent with the housing element policies in the City's comprehensive plan.

**FISCAL CONSIDERATIONS**

No fiscal impacts are expected from this amendment.

**RECOMMENDATION:**

A Planning Commission Resolution to the City Council recommending approval of the proposed amendments is attached for the Council's consideration as well as a draft ordinance approving the amendments. Also attached is the additional information submitted by Mr. Wise.

Project Planner: Steve Osguthorpe, AICP  
Associate Planner



Date: 12-4-97

**CITY OF GIG HARBOR  
PLANNING COMMISSION  
RESOLUTION NO. 4 OF 1997**

**A RESOLUTION TO RECOMMEND TO THE CITY COUNCIL AN AMENDMENT TO TITLE 17.04 and 17.72.030(B) OF THE GIG HARBOR MUNICIPAL CODE PERTAINING TO PARKING REGULATIONS AND THE DEFINITION OF A STUDIO APARTMENT**

**WHEREAS**, GHMC Section 17.72.030(B) requires two off-street parking spaces for each multi-family housing unit, regardless of the size of each unit; and

**WHEREAS**, a request was received from Mr. John Wise, Owner of a multi-family housing development in Gig Harbor, to amend the City's parking standards to reduce the required parking for multi-family housing City-wide; and,

**WHEREAS**, GHMC Section 17.100.040 establishes criteria for zoning text amendments which were addressed in a staff report dated February 19, 1997; and

**WHEREAS**, a public hearing was held on February 27, 1997, to receive public testimony on the proposed amendment; and,

**WHEREAS**, the Planning Commission has considered information contained in the staff report dated February 19, 1997 and input received at the public hearing; and,

**WHEREAS**, The Planning Commission finds that the current parking requirements for multi-family housing result in more parking than necessary for smaller multi-family units; and,

**WHEREAS**, the Planning Commission finds that excessive parking requirements increases the cost of housing and affects the ability of the City to assure affordable housing units; and,

**WHEREAS**, The Housing Element of the City's Comprehensive Plan includes specific goals to reduce the cost of housing including the provision of incentives to increase densities on residential lots, or to consider density based upon performance standards as opposed to maximum unit allowances (Comprehensive Plan pg. 53 & 54); and,

**WHEREAS**, the Planning Commission forwarded to the City Council a recommendation to amend the parking standards as proposed in Planning Commission Resolution #3 of 1997, and the City Council requested additional information documenting that the proposed standards would provide adequate "overflow" parking; and,

**WHEREAS**, the applicant, in response to the City Council's direction, submitted information on parking requirements from other jurisdictions and also submitted surveys indicated available parking in Gig Harbor multi-family housing developments; and,

**WHEREAS**, the Planning Commission considered the new information and surveys at a worksession on November 6, 1997 and found that the information and surveys provided convincing evidence that adequate parking would be available at the proposed reduced rate;

**NOW, THEREFORE**, the Planning Commission of the City of Gig Harbor, Washington, **RESOLVES** to recommend to the Gig Harbor City Council that the Gig Harbor Municipal Code be amended to read as follows:

....

17.04.780 Studio Apartment

"Studio Apartment" means an apartment with one main living space, a kitchen, a bathroom, and does not have a separate bedroom.

....

17.72.030 Number of off-street parking spaces required.

The following is the number of off-street parking spaces required:

....

B. For multiple-family dwellings, ~~two off-street parking spaces for each multiple dwelling unit;~~

- 1 parking space for each studio apartment.
- 1.5 parking spaces for each one bedroom apartment.
- 2 parking spaces for apartments with 2 or more bedrooms.

....

**RESOLVED** by the Planning Commission of the City of Gig Harbor, Washington at its regular meeting of the Planning Commission held on this 6th day of November, 1997.

---

Deborah Vosburgh, Planning Commission Vice-chair

*(Reprint of original - signed original in file)*



August 13, 1997

Mr. Steve Osguthorpe  
City of Gig Harbor - Planning Department  
3125 Judson Street  
Gig Harbor, WA 98335

RECEIVED  
SEP 10 1997  
CITY OF GIG HARBOR

Dear Steve:

Please accept this letter as a formal request to continue our application for a Text Amendment to the City of Gig Harbor Zoning Code, regarding the number of parking stalls required for new multi-family dwelling units.

Within this mailing we have included information that we feel address's the City Council's request for additional information regarding the affect of our proposal on "overflow parking". Included are letters from Pierce County Department of Planning and The City of Tacoma Traffic Engineering Division Manager. We feel that these letters both confirm that code requirements for parking in both Tacoma and Pierce County are more than adequate to handle the parking needs of both residents and non-residents, without creating overflow parking, or taxing city or county streets.

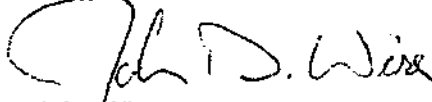
Additionally, we have included a twenty-one day survey of two multi-family properties in Gig Harbor that are managed by our company. The properties are Harborview East, consisting of 33 one bedroom apartments and 58 parking stalls, and Murphy's Landing, consisting of 18 two and three bedroom apartment units and 33 parking stalls. The survey was conducted by the resident manager of each property at 7:00 PM each night. The logic of that time being that if residents were to have guests in any number, it would likely be approximately that time of the evening. The average number of stalls available each night were 29.4 at Harborview and 17 at Murphy's Landing. Neither property had an abnormal amount of vacancy at the time survey was conducted.

We are requesting a meeting with the planning commission to address our application, present the information addressing the City Council's concerns, and answer any questions they may have.

Please contact me regarding the next step in this process. Thank you.

Regards,

GIBSON AND WISE REAL ESTATE INVESTMENTS, INC.

  
John Wise  
Vice-President



City of Tacoma  
Public Works Department

August 13, 1997

Mr. John D. Wise  
Gibson & Wise Real Estate  
Investments, Inc.  
6191 - 20<sup>th</sup> Street East  
Fife, Washington 98424

Dear Mr. Wise:

Subject: City of Tacoma Parking Requirements

The City of Tacoma requirements for multifamily developments range from 0.75 stalls per dwelling unit to 1.50 stalls per dwelling unit, depending upon the underlying property zoning. These requirements are intended to accommodate the residents' parking needs, as well as the transient parking for service vehicles, guests, etc. In the majority of cases the requirement provides adequate off-street parking so that there is no impact to on-street parking spaces from "overflow" parking.

In order to verify the adequacy of this requirement, we utilize the Institute of Transportation Engineers Parking Generation Manual. This manual provides empirical parking data for various land uses based on actual field studies of those uses throughout the country. For example, the expected parking demand for a low/mid-rise apartment is 1.04 stalls per dwelling unit on a typical weekday. This number is based on 60 studies conducted across the country. The parking demand in those studies ranged from 0.24 to 1.90 stalls per dwelling unit.

Based on the foregoing, it is our opinion that the parking requirements in Tacoma are adequate to handle the expected parking demand for multifamily dwellings with little or no impact to on-street parking.

If you have further questions, feel free to contact me at (253) 591-5272.

Sincerely,

Alan M. Tebaldi, P.E.  
Engineering Division Manager/Traffic Engineer

AMT:lmr

C:\STORE\ATEBALDI\WISE.DOC





## Pierce County

Department of Planning and Land Services

2401 South 35th Street  
Tacoma, Washington 98409-7460  
(253) 798-7200 • FAX (253) 798-3131

**CHUCK KLEEBERG**  
Director

July 23, 1997

John Wise  
Gibson and Wise Real Estate  
6191 20th Street E.  
Fife WA 98424

Dear Mr. Wise:

RE: Parking Standards

Please accept this letter to confirm our telephone conversation of July 22, 1997. Section 18A.35.040 in the Pierce County Zoning Regulation addresses parking standards. In multiple-family dwelling units, one parking stall is required for studio and 1-bedroom units, with 1.5 parking stalls required for units with 2 or more bedrooms. Single-family and duplex dwellings require one parking stall for each dwelling unit. The Pierce County Zoning Regulation does not contain guidelines that address overflow parking.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mike Kruger".

Mike Kruger  
Associate Planner

MK.tf



## PARKING STALL SURVEY FOR HARBOR VIEW EAST APARTMENTS

**START DATE: JUNE 17, 1997**

**STOP DATE: JULY 8, 1997**

**TOTAL NUMBER OF PARKING STALLS: 58**

<u>DATE (ALL COUNTS TAKEN AT 7:00PM)</u>	<u>NUMBER OF EMPTY STALLS</u>
JUNE 17	31
JUNE 18	34
JUNE 19	21
JUNE 20	32
JUNE 21	41
JUNE 22	19
JUNE 23	32
JUNE 24	30
JUNE 25	29
JUNE 26	32
JUNE 27	33
JUNE 28	18
JUNE 29	36
JUNE 30	31
JULY 1	21
JULY 2	32
JULY 3	37
JULY 4	48
JULY 5	14
JULY 6	11
JULY 7	31
JULY 8	35

**AVERAGE NUMBER AVAILABLE 29.4**

Date: 8-12	# Of Pages: 2	<b>QUICK FAX officeMax</b>	
To: JOHN WISE	Co./Dept: Gibson & Wise	From: DEANNA	Co./Dept: HVE + ML
Fax: 922-2075	Phone: 922-2740	Fax: 851-1800	Phone: " "
Note:		E-Mail:	

**PARKING STALL SURVEY  
FOR  
MURPHY'S LANDING**

**START DATE: JUNE 17, 1997**

**STOP DATE: JULY 8, 1997**

**TOTAL NUMBER OF PARKING STALLS: 33**

<u>DATE (ALL COUNTS TAKEN AT 7:00PM)</u>	<u>NUMBER OF EMPTY STALLS</u>
JUNE 17	18
JUNE 18	16
JUNE 19	17
JUNE 20	20
JUNE 21	13
JUNE 22	16
JUNE 23	19
JUNE 24	15
JUNE 25	21
JUNE 26	20
JUNE 27	18
JUNE 28	18
JUNE 29	15
JUNE 30	25
JULY 1	17
JULY 2	24
JULY 3	13
JULY 4	3
JULY 5	6
JULY 6	21
JULY 7	17
JULY 8	14

**AVERAGE NUMBER AVAILABLE 17**

**CITY OF GIG HARBOR  
ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE TO AMEND CHAPTER 17.04 AND 17.72.030(B) OF THE  
CITY'S ZONING CODE TO DEFINE A STUDIO APARTMENT AND TO  
REDUCE THE REQUIRED PARKING FOR MULTI-FAMILY HOUSING.**

---

**WHEREAS**, GHMC Section 17.72.030(B) requires two off-street parking spaces for each multi-family housing unit, regardless of the size of each unit; and

**WHEREAS**, a request was received from Mr. John Wise, Owner of a multi-family housing development in Gig Harbor, to amend the City's parking standards to reduce the required parking for multi-family housing City-wide; and,

**WHEREAS**, GHMC Section 17.100.040 establishes criteria for zoning text amendments which were addressed in a staff report dated February 19, 1997; and

**WHEREAS**, a public hearing was held on February 27, 1997, to receive public testimony on the proposed amendment; and,

**WHEREAS**, the Planning Commission has considered information contained in the staff report dated February 19, 1997 and input received at the public hearing; and,

**WHEREAS**, the Planning Commission has recommended approval of the proposed text amendment, as stated in Resolution # 3 of 1997 ; and

**WHEREAS**, the Gig Harbor City Council has reviewed the recommendation of the staff and Planning Commission; and,

**WHEREAS**, the City Council remanded the proposed amendments back to the planning commission and requested additional information documenting that the proposed standards would provide adequate "overflow" parking; and,

**WHEREAS**, the applicant, in response to the City Council's direction, submitted information on parking requirements from other jurisdictions and also submitted surveys indicated available parking in Gig Harbor multi-family housing developments; and,

**WHEREAS**, the Planning Commission considered the new information and surveys at a worksession on November 6, 1997 and found that the information and surveys provided convincing

evidence that adequate parking would be available at the proposed reduced rate;

**WHEREAS**, The City Council finds that the current parking requirements for multi-family housing result in more parking than necessary for smaller multi-family units; and,

**WHEREAS**, the City Council finds that excessive parking requirements increases the cost of housing and affects the ability of the City to assure affordable housing units; and,

**WHEREAS**, The Housing Element of the City's Comprehensive Plan includes specific goals to reduce the cost of housing including the provision of incentives to increase densities on residential lots, or to consider density based upon performance standards as opposed to maximum unit allowances (Comprehensive Plan pg. 53 & 54);

**NOW, THEREFORE**, the City Council of the City of Gig Harbor, Washington, **ORDAINS** that the Gig Harbor Municipal Code be amended to read as follows:

. . .

17.04.780 Studio Apartment

"Studio Apartment" means an apartment with one main living space, a kitchen, a bathroom, and does not have a separate bedroom.

. . .

17.72.030 Number of off-street parking spaces required.

The following is the number of off-street parking spaces required:

. . .

B. For multiple-family dwellings, ~~two off-street parking spaces for each multiple dwelling unit;~~

1 parking space for each studio apartment.

1.5 parking spaces for each one bedroom apartment.

2 parking spaces for apartments with 2 or more bedrooms.

. . .

PASSED this \_\_\_\_ day of December, 1997.

\_\_\_\_\_  
GRETCHEN A. WILBERT, MAYOR

ATTEST:

\_\_\_\_\_  
MOLLY TOWSLEE, CITY CLERK

Filed with City Clerk: December 4, 1997  
Ordinance Adopted:  
Date Published:  
Effective Date:

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

On \_\_\_\_\_, 1997, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. \_\_\_\_\_, the summary of text of which is as follows:

**AN ORDINANCE TO AMEND CHAPTER 17.04 AND 17.72.030(B) OF THE CITY'S ZONING CODE TO DEFINE A STUDIO APARTMENT AND TO REDUCE THE REQUIRED PARKING FOR MULTI-FAMILY HOUSING.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR:

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

APPROVED by the City Council at their regular meeting of \_\_\_\_\_, 1997.

BY: \_\_\_\_\_  
Molly M. Towslee, 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 MEMBERS**  
**FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR**  
**SUBJECT: TRUCK SERVICE BODY - BID AWARD**  
**DATE: DECEMBER 4, 1997**

*Wes Hill*

#### **INTRODUCTION/BACKGROUND**

A budgeted item for 1997 was replacement of the 1987 utility truck used by the wastewater treatment plant staff for maintaining the City's sewerage system. A heavy-duty, one-ton truck (cab and chassis) was acquired earlier this year under the State of Washington bid program.

A separate bid advertisement was required to obtain the compartments, crane, and related equipment for the service body portion of the new utility truck.

Four bids were received and are summarized on the attached sheet. The apparent low bidder (Nelson Truck Equipment) had several exceptions to the bid specifications including a proposal to increase the delivery time from 90- to 120-days, and also proposed a floor that is not galvanized. Pacific Utility Equipment Company submitted a higher bid, but did not take exception to the delivery time or the requirement for galvanizing. Accordingly, this Department is recommending that the bid be awarded to Pacific Utility Company, as the lowest responsive bidder, in the amount of their base bid of twenty-thousand two-hundred sixty-four dollars and no cents (\$26,264.00) plus State of Washington sales tax. Following completion of the installation, the existing utility truck will be sold at auction.

#### **ISSUES/FISCAL IMPACT**

The 1997 budget anticipated that \$50,000 would be needed to purchase a truck cab and chassis with utility body, hoist, and related items. The purchase price for the truck cab and chassis was \$25,984.94, including state sales tax. The purchase price of the utility body would increase the outlay, including sales tax, by \$28,522.70, for a total of \$54,507.64. It is anticipated that the salvage value of the existing truck will be approximately \$2,000. Sufficient funds are available for the purchase and installation of the truck service body.

#### **RECOMMENDATION**

Staff recommends that the City Council move and approve award and execution of the contract for the Truck Service Body to Pacific Utility Equipment Company, as the lowest responsive bidder, for their base bid amount of twenty-eight thousand five-hundred twenty-two dollars and seventy cents (\$28,522.70), including State of Washington sales tax, subject to their compliance with the contract provisions.

CITY OF GIG HARBOR  
TRUCK SERVICE BODY - BID TABULATION

12/4/97

BIDDER	BASE BID (Plus Sales Tax)	ADDITIVE OPTION (Excluding Sales Tax)										COMMENTS					
		1Q.	SUBTOT.	1R.	SUBTOT.	1S.	SUBTOT.	1T.	SUBTOT.	TOTAL (ALL)	1U.	L (in.)	W (in.)	H (in.)	W <sub>FLR</sub> (in.)	D <sub>CAB.</sub> (in.)	
Nelson Truck Equipment - Model HT40-133	\$ 23,351.43	INCL 6	\$ 23,351.43	\$ 300.51	\$ 23,651.94	\$ 590.00	\$ 23,941.43	\$ 395.00	\$ 23,746.43	\$ 24,636.94	\$ 4,064.02	133	44	90	50	20	Pherix Enterprises, Inc. - Venture - Want 120 day delivery - Floor plate not galv.
Pacific Utility Eqpt. Co. - Model 132DW-AA	\$ 26,264.00	\$ 164.00	\$ 26,428.00	\$ 520.00	\$ 26,784.00	\$ 832.00	\$ 27,096.00	\$ 475.00	\$ 26,739.00	\$ 28,255.00	\$ 5,589.00	132	41	92	52	20	Reading Body Works
Northern Truck Eqpt., Inc. - SC 132VVD-54	\$ 26,345.00	\$ 390.00	\$ 26,735.00	\$ 575.00	\$ 28,920.00	\$ 310.00	\$ 26,655.00	\$ 155.00	\$ 26,500.00	\$ 27,775.00	\$ 6,270.00	132	42	96	54	21	Stahl - Hinges not hidden
Allied Body - 132 A (DW)	\$ 27,406.00	\$ 336.00	\$ 27,742.00	\$ 316.00	\$ 27,722.00	\$ 429.00	\$ 27,835.00	\$ 445.00	\$ 27,851.00	\$ 28,932.00	\$ 5,690.00	132	41	92	52	20	Reading Body Works - No signature/bid bond. - 120 day delivery.



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:** JERISICH PARK DOCK IMPROVEMENT PROJECT - BID AWARD  
**DATE:** DECEMBER 4, 1997

#### **INTRODUCTION/BACKGROUND**

A budgeted item for 1997 and 1998 is reconstruction of the Jerisich Park Dock, including a vessel pumpout/portable toilet dump station. Funding assistance for the project has been obtained through grants from the Interagency Committee for Outdoor Recreation (IAC- Boating Facilities Program) at 50-percent of eligible costs up to \$270,000, and the Washington State Parks and Recreation Commission (Washington State Parks Clean Vessel Program) at 75-percent of the costs for the vessel pumpout/portable toilet dump station.

Three bids were received in response to an advertisement for bids. The bid results are summarized on the attached sheet. All bids exceed the engineer's updated estimate of \$325,366, plus Washington State sales tax, and the amount originally budgeted for this project.

The lowest bidder (base bid) was Caicos Corporation, at \$334,488, plus Washington State sales tax. However, the Public Works Director, in consultation with the City Attorney, recommends that the Council deem Caicos' bid to be nonresponsive. The bid specifications for the project require the bidder to "designate in the space provided, the name of the Engineer(s) who will prepare the design work for the Contractor, and for the float and gangway ramp vendor and/or manufacturer as required by the Specifications hereunder." (Bid Specifications, p. 1-4.) We do not believe that omission of the design engineer to be minor, because the contract documents have performance specifications for the gangway ramp, floats, and piling. Without a design engineer to conform to the unique characteristics of the dock, the project will not conform to the specifications and will not be capable of permitting.

The second lowest bidder (base bid) is Hurlen Construction Company, at \$358,800, plus Washington State sales tax. This bidder did submit a bid that was responsive in all respects with the City's bid documents. In addition, Hurlen Construction's references were contacted, and we are satisfied that company is capable of meeting the performance requirements of the contract, and therefore meets the requirements for the lowest responsible bidder.

#### **ISSUES/FISCAL IMPACT**

The 1997 budget anticipated that \$270,000 would be needed to design and construct this project. A revised estimate of \$306,000 was submitted to the Council on May 6, 1997 reflecting additional scope and price of materials. The 1998 budget provides \$280,000 for construction.

**MAYOR WILBERT AND CITY COUNCIL**

**December 4, 1997**

**Page 2**

Council may want to consider one or more of the following options:

1. Reduce the project scope. One or more of the deductive alternates may be selected to reduce the price of the contract. Utilizing all deductive alternates would reduce the cost of the project (not including sales tax) by \$30,400, for a total contract amount of \$328,400 (excluding sales tax). This option is not recommended, since adding the deleted improvements at a later time would be more expensive, and could potentially jeopardize project funding through IAC.
2. Reject all bids. This option is not recommended since future costs, including costs to comply with regulatory agency requirements, will be higher, and there is no guarantee that grant assistance will be available to defray a portion of the City's costs. In addition, the window for completion of the project would need to be shifted to Fall '98 to comply with State agency requirements. This delay could jeopardize grant funding.
3. Utilize funds from other Parks projects to fund the additional costs. The following sources are proposed:
  - a. Skateboard Park. Reduce project scope by \$50,000.
  - b. City Park at Crescent Creek. Defer development and implementation of park improvements (Item 8 - \$30,000, Item 9 - \$20,000, Item 13 - \$5,000), for \$55,000.
  - c. Drinking Fountains. Defer work until 1999 (\$7,000).

**RECOMMENDATION**

Staff recommends that the City Council move and approve award and execution of the contract for the Jerisich Park Dock Improvement Project to Hurlen Construction Company, as the lowest responsible bidder, for their base bid amount of three-hundred fifty-eight thousand eight-hundred dollars and no cents (\$358,800.00), plus State of Washington sales tax, for a total contract amount of three-hundred eighty-seven thousand five-hundred four dollars and no cents (\$387,504.00), subject to their compliance with the contract provisions.

JDS

JERISICH PARK DOCK - BID COMPARISON

117-06

No.	Description	Calcos Corp	Hurlen Construction	General Construction
1	Mobilization & site preparation	\$30,420	\$10,300	\$51,000
2	Remove, salvage and dispose of existing floats, timber piles and existing gangway ramp	\$8,000	\$7,000	\$8,000
3	Small boat pier including relocated piles, floats and new access ramp	\$5,000	\$5,300	\$3,000
4	Modify existing timber pier including new pile cap and relocated pile	\$5,800	\$4,000	\$7,000
5	Design, furnish and install complete new 5' x 60' gangway ramp system	\$25,000	\$21,400	\$23,000
6	Design, furnish and install concrete float system for new moorage pier (without guide piles, bullrails, cleats, life rings and float utilities)	\$134,168	\$137,500	\$142,000
7	Furnish and install concrete guide pile system for the new floating pier	\$60,000	\$83,000	\$85,000
8	Furnish and install bullrail system for the new floating pier	\$3,500	\$7,320	\$4,000
9	Furnish and install cleat system for the new floating pier	\$1,500	\$820	\$800
10	Furnish and install complete upland domestic water system for the new floating pier (includes work landward from the shore connection point of the gangway ramp)	\$5,000	\$9,300	\$7,000
11	Furnish and install complete offshore domestic water system for the new floating pier (includes work seaward from the pier connection point of the gangway ramp)	\$5,000	\$4,200	\$12,000
12	Furnish and install complete upland fire suppression system for the new floating pier (includes work landward from the pier connection point of the gangway ramp)	\$2,000	\$1,650	\$1,000
13	Furnish and install complete offshore fire suppression system for the new floating pier (includes work seaward from the pier connection point of the gangway ramp)	\$5,000	\$6,000	\$36,000
14	Furnish and install complete upland sewer pumpout system for the new floating pier (includes work landward from the pier connection point of the gangway ramp)	\$6,000	\$3,300	\$5,000
15	Furnish and install complete offshore sewer pumpout system for the new floating pier (includes work seaward from the pier connection point of the gangway ramp including support float for vacuum pump)	\$8,000	\$16,400	\$36,000
16	Furnish and install complete upland electrical power and lighting system for the new floating pier (includes electrical work landward from the pier connection point of the gangway ramp)	\$10,000	\$4,600	\$4,000
17	Furnish and install complete offshore electrical power and lighting system for the new floating pier (includes electrical work seaward from the pier connection point of the gangway ramp)	\$12,000	\$26,400	\$22,400

JDS

JERISICH PARK DOCK - BID COMPARISON

117-06

No.	Description	Caicos Corp	Hurlen Construction	General Constructor
18.	Furnish and install life rings	\$1,600	\$1,410	\$1,500
19.	Building permit application and fees	\$2,700	\$1,000	\$4,000
20.	Professional survey control	\$1,200	\$2,800	\$2,000
21.	Demobilization and site clean-up	\$2,000	\$4,500	\$4,000
22.	2-year Maintenance bond	\$600	\$600	\$500
	<b>LUMP SUM BASE BID</b>	<b>\$334,486</b>	<b>\$358,800</b>	<b>\$459,200</b>
	Sales Tax at 8.0%	\$26,759	\$28,704	\$36,736
	<b>TOTAL LUMP SUM BASE BID PLUS SALES TAX</b>	<b>\$361,245</b>	<b>\$387,504</b>	<b>\$495,936</b>
<b>Deductive Alternate A</b>				
	Deletion of the Small Boat Pier	\$5,000	\$4,000	\$3,000
	Sales Tax at 8.0%	\$400	\$320	\$240
	<b>Total Deductive A plus Sales Tax</b>	<b>\$5,400</b>	<b>\$4,320</b>	<b>\$3,240</b>
<b>Deductive Alternate B</b>				
	Deletion of Bollard Lighting Fixtures	\$14,000	\$12,000	\$14,500
	Sales Tax at 8.0%	\$1,120	\$960	\$1,160
	<b>Total Deductive B plus Sales Tax</b>	<b>\$15,120</b>	<b>\$12,960</b>	<b>\$15,660</b>
<b>Deductive Alternate C</b>				
	Delete Bullrails	\$3,500	\$6,000	\$4,000
	Sales Tax at 8.0%	\$280	\$480	\$320
	<b>Total Deductive C plus Sales Tax</b>	<b>\$3,780</b>	<b>\$6,480</b>	<b>\$4,320</b>
<b>Deductive Alternate D</b>				
	Shorten Pier & Delete One Pile	\$6,000	\$8,400	\$8,750
	Sales Tax at 8.0%	\$480	\$672	\$700
	<b>Total Deductive D plus Sales Tax</b>	<b>\$6,480</b>	<b>\$9,072</b>	<b>\$9,450</b>
<b>Base Bid minus Deductive A</b>		<b>\$329,486</b>	<b>\$354,800</b>	<b>\$456,200</b>
	Sales Tax	\$26,359	\$28,384	\$36,496
	<b>Total</b>	<b>\$355,845</b>	<b>\$383,184</b>	<b>\$492,696</b>
<b>Base Bid minus Deductives A &amp; B</b>		<b>\$315,486</b>	<b>\$342,800</b>	<b>\$441,700</b>
	Sales Tax	\$25,239	\$27,424	\$35,336
	<b>Total</b>	<b>\$340,725</b>	<b>\$370,224</b>	<b>\$477,036</b>
<b>Base Bid minus Deductives A, B &amp; C</b>		<b>\$311,986</b>	<b>\$336,800</b>	<b>\$437,700</b>
	Sales Tax	\$24,959	\$26,944	\$35,016
	<b>Total</b>	<b>\$336,945</b>	<b>\$363,744</b>	<b>\$472,716</b>
<b>Base Bid minus Deductives A, B, C &amp; D</b>		<b>\$305,986</b>	<b>\$328,400</b>	<b>\$428,950</b>
	Sales Tax	\$24,479	\$26,272	\$34,316
	<b>Total</b>	<b>\$330,465</b>	<b>\$354,672</b>	<b>\$463,266</b>

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR  
FOR EXPIRATION DATE OF 2/28/98

	LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	CLASSES
1	WAMBOLD, MARK HENRY WAMBOLD, KYONG MI	MARCO'S RESTAURANT 7707 PIONEER WAY GIG HARBOR WA 98335 0000	074950	C D
2	WAMBOLD, MARK HENRY WAMBOLD, KYONG MI	MIMI'S PANTRY 7707 PIONEER WAY GIG HARBOR WA	078350	E F

DEC 4 1997  
CITY OF GIG HARBOR

Attention:

Enclosed is a listing of liquor licensees presently operating establishments in your jurisdiction whose licenses expire on FEBRUARY 28, 1998. Applications for renewal of these licenses for the upcoming year are at this time being forwarded to the current operators.

As provided in law, before the Washington State Liquor Control Board shall issue a license, notice regarding the application must be provided the chief executive officer of the incorporated city or town or the board of county commissioners if the location is outside the boundaries of an incorporated city or town.

Your comments and recommendations regarding the approval or disapproval for the enclosed listed licensees would be appreciated. If no response is received, it will be assumed that you have no objection to the reissuance of the license to the applicants and locations listed. In the event of disapproval of the applicant or the location or both, please identify by location and file number and submit a statement of all facts upon which such objections are based (please see RCW 66.24.010{8}). If you disapprove then the Board shall contemplate issuing said license, let us know if you desire a hearing before final action is taken.

In the event of an administrative hearing, you or your representative will be expected to present evidence in support of your objections to the renewal of the liquor license. The applicant would presumably want to present evidence in opposition to the objections and in support of the application. The final determination whether to grant or deny the license would be made by the Board after reviewing the record of the administrative hearing.

If applications for new licenses are received for persons other than those specified on the enclosed notices, or applications for transfer of licenses are received by the Board between now and FEBRUARY 28, 1998, your office will be notified on an individual case basis.

Your continued assistance and cooperation in these licensing matters is greatly appreciated by the Liquor Control Board.

LESTER C. DALRYMPLE, Supervisor  
License Division  
Enclosures

MAYOR OF GIG HARBOR  
3105 JUDSON ST  
GIG HARBOR

WA 983350000

DEC 4 1997



## **MAYOR'S REPORT**

December 8, 1997

### **Two New Council Positions Open**

The city will be striving to serve the interests of many new neighborhoods as the result of the Westside and Gig Harbor North annexations. Our population is now over 5,000, which requires the addition of two more Councilmembers, increasing council seats from five to seven. As soon as our new population count of 6,429 is certified by the State, the positions will be open for appointment by the Council.

Two seats will be available; one for a two-year term and the other for a four-year term. The persons appointed to these positions will serve until the next general election, when they could file for election to the position, along with any other qualified citizens. Qualifications include being a registered voter of the city and being a city resident for at least one year. Residence and voting within a newly annexed area is construed to have been residence within the city. Any qualified resident interested in serving on the Council is invited to send a letter of interest to the Mayor telling us a little bit about yourself and why you would like to be chosen.





MITCH BARKER  
Chief of Police

*City of Gig Harbor Police Dept.*  
3105 JUDSON STREET  
GIG HARBOR, WASHINGTON 98335  
(206) 851-2236

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MITCH BARKER, CHIEF OF POLICE**  
**SUBJECT: NOVEMBER INFORMATION FROM PD**  
**DATE: DECEMBER 4, 1997**

Attached are the activity statistics for November 1997. DUI enforcement remained high and we will continue our emphasis in this area. We also had an armed robbery of a mini mart/gas station which we are investigating. We will probably see increased robbery statistics due to the inclusion of the west side business area.

The Reserves contributed 294 hours of service in November. This included 294 hours of patrol time, 19 hours administrative duties, and 40 hours of training.

The Explorers accounted for 86 hours of service in November. This included two training meetings, one officer ride-a-long, and assisting with traffic control and security at the opening of Chapel Hill Church. One Explorer was unfortunately removed from the program for a rules violation.

The Marine Services Unit had 2 hours of service in November. We have begun working with those in violation of our new harbor code. This has resulted in removal of three mooring device/dock sections which were determined to be hazards, and the removal of one offending sail boat. We will continue to contact owners of vessels/obstructions which are in violation and work with them reach compliance.

Off. Douglas will complete his field training on December 6 and begin working on his own. That completes the intensive portion of our Field Training program for the four new hires. Officers Sanders and Dougil are attending the State Basic Officer Equivalency course at the Academy. This was required because they transferred from other states. This will complete their formal Academy training requirements.



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## GIG HARBOR POLICE DEPARTMENT

### MONTHLY ACTIVITY REPORT

#### November 1997

	<u>NOV</u> <u>1997</u>	<u>YTD</u> <u>1997</u>	<u>YTD</u> <u>1996</u>	<u>%chg to</u> <u>1996</u>
CALLS FOR SERVICE	<u>391</u>	<u>3787</u>	<u>2811</u>	+ <u>34</u>
CRIMINAL TRAFFIC	<u>23</u>	<u>164</u>	<u>144</u>	+ <u>13</u>
TRAFFIC INFRACTIONS	<u>103</u>	<u>694</u>	<u>647</u>	+ <u>7</u>
DUI ARRESTS	<u>11</u>	<u>67</u>	<u>30</u>	+ <u>123</u>
FELONY ARRESTS	<u>6</u>	<u>66</u>	<u>29</u>	+ <u>127</u>
MISDEMEANOR ARRESTS	<u>20</u>	<u>150</u>	<u>153</u>	- <u>1</u>
WARRANT ARRESTS	<u>9</u>	<u>61</u>	<u>61</u>	+ <u>0</u>
CASE REPORTS	<u>128</u>	<u>1052</u>	<u>762</u>	+ <u>38</u>
REPORTABLE VEHICLE ACCIDENTS	<u>10</u>	<u>129</u>	<u>89</u>	+ <u>45</u>