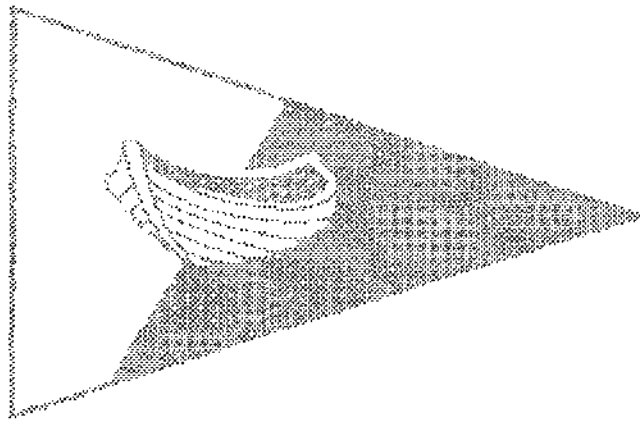


**GIG HARBOR
CITY COUNCIL MEETING**



FEBRUARY 14, 1994

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

**AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
FEBRUARY 14, 1994**

PUBLIC COMMENT/DISCUSSION:

PUBLIC HEARING:

Resolution - Six Year Transportation Plan.

CALL TO ORDER:

APPROVAL OF MINUTES:

MAYOR'S REPORT:

Emergency Preparedness for City Businesses.

CORRESPONDENCE:

OLD BUSINESS:

1. Second Reading - Updated Fee Schedules for Land-Use/Building Permits Ordinance.
2. Second Reading - Ordinance Amending the 1994 Salary Schedule.

NEW BUSINESS:

1. Kitsap County Jail Services Contract.
2. OCS Services Contract.
3. East/West Road Resolution.
4. East/West Road Preformation Expenditure Agreement.
5. Eden System Support Agreement.
6. First Reading - Business License Ordinance.
7. Surveying Equipment Purchase.
8. Wollochet Interchange Avenue Improvements.
9. Surplus Equipment.
10. Liquor License Renewal - The Keeping Room.

DEPARTMENT DIRECTORS' REPORTS:

1. Planning/Building.
2. Police Department.

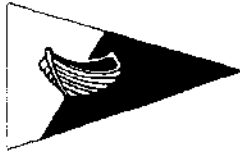
ANNOUNCEMENT OF OTHER MEETINGS:

APPROVAL OF BILLS:

APPROVAL OF PAYROLL:

EXECUTIVE SESSION:

ADJOURN:



City of Gig Harbor. The "Maritime City."
3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCILMEMBERS
FROM: BEN YAZICI, DIRECTOR OF PUBLIC WORKS *BY*
DATE: FEBRUARY 8, 1994
SUBJECT: SIX YEAR TRANSPORTATION PLAN, 1995 - 2000

We are required to update and adopt the Six-Year Transportation Plan on a yearly basis. Please find attached this year's plan and adopting resolution for your consideration and approval.

This year's plan is similar to last years with the following changes:

- 1) The Kimball Drive and Pioneer Way improvements project has been reconfigured in coordination with the Pierce County Fire District and with Pierce Transit who is planning a significant expansion to its Park and Ride Station on Kimball Drive. The revised project scope will include the addition of a light at the intersection of Kimball Drive and Pioneer Way, and channelization and traffic light coordination of the intersections of Kimball, Stinson and Grandview Street with Pioneer Way. Other expanded improvements along Pioneer, including the addition of a bike lane, curbs, gutters, and sidewalks, have been removed from the scope of the project.
- 2) Proposed improvements to Jerisich Park Dock, including extension of the dock to increase capacity, electrical improvements, and the addition of a pump-out station for boaters, has been added to the plan.

The goal of the new plan is to continue improving the arterial streets throughout the city as funding becomes available.

By approving this plan, the city is not committing to funding these projects. Each project will be evaluated during the budget process and the Council may change the priority order of these projects now or during the budget review process.

RECOMMENDATION:

I recommend a council motion to approve the attached Six-Year Transportation Plan and the adopting resolution.

CITY OF GIG HARBOR

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING A SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM AND DIRECTING THE SAME TO BE FILED WITH THE STATE SECRETARY OF TRANSPORTATION AND THE TRANSPORTATION IMPROVEMENT BOARD.

WHEREAS, pursuant to the requirements of Chapters 35.77 and 47.26 RCW, the City Council of the City of Gig Harbor has previously adopted a Comprehensive Street Program, including an arterial street construction program, and thereafter periodically modified said Comprehensive Street Program by resolution, and

WHEREAS, the City Council has reviewed the work accomplished under the said Program, determined current and future City street and arterial needs, and based upon these findings has prepared a Six-Year Transportation Improvement Program for the ensuing six (6) calendar years, and

WHEREAS, a public hearing has been held on the said Six-Year Transportation Improvement Program, and

WHEREAS, the City Council finds that there will be no significant adverse environmental impacts as a result of adoption or implementation of the Six-Year Transportation Adoption Program, **NOW, THEREFORE**,

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

Section 1 - Program Adopted. The Six-Year Transportation Improvement Program for the City of Gig Harbor, as revised and extended for the ensuing six (6) calendar years (1995-2000, inclusive), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference as if fully set forth, which Program sets forth the project location, type of improvement and the estimated cost thereof, is hereby adopted and approved.

Section 2 - Filing of Program. Pursuant to Chapter 35.77 RCW, the City Clerk is hereby authorized and directed to file a copy of this resolution forthwith, together with the Exhibit attached hereto, with the Secretary of Transportation and a copy with the Transportation Improvement Board for the State of Washington.

Six Year Transportation Plan - Resolution No.
Page two

RESOLVED this ____ day of _____, 1994.

APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST / AUTHENTICATED:

Mark Hoppen, City Administrator

Filed with the City Administrator:
Passed by the City Council:
Resolution No.

CITY TRANSPORTATION IMPROVEMENT PLAN
Six-Year Transportation Improvement Plan
Notice of Public Hearing

Notice is hereby given that the Gig Harbor City Council will conduct a public hearing to amend the city's six year street plan. The hearing will be held on Monday, February 14, 1994, at 7:00 p.m. at City Hall.

The public is invited to attend.

City of Gig Harbor
Ben Yazici, P.E., Public Works Director

CITY OF GIG HARBOR 1995 - 2000
SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN NARRATIVE

- 1) NORTH HARBORVIEW DRIVE** - Harborview Drive to Vernhardson Street - This project consists of storm drainage, curbs, gutters, and sidewalk improvements. The existing pavement will be overlaid with asphalt concrete pavement and any deficiency related to signage and pedestrian circulation will also be addressed.
- 2) HARBORVIEW DRIVE** - Dorotich Street to Burnham Drive
The proposed improvements for this project consist of minor storm drainage improvements and pavement overlay. The city overlaid Harborview Drive between Soundview Drive and Dorotich Street in 1992. This year another portion between Clay Hill area and Burnham Drive will be overlaid as part of the ULID #3 Sewer Project. The proposed 1994 project will overlay the missing link in between the two previously overlaid sections.
- 3) PIONEER WAY** - Grandview St. to Stinson Ave.
The proposed improvements in this project consist of construction of a traffic light at the Grandview Road and Kimball Drive intersection, channelization improvements at Kimball Drive, and traffic light coordination between Stinson Avenue, Kimball Drive and Grandview St. intersections.
- 4) VERNHARDSON STREET** - North Harborview Dr. to East City Limit.
The proposed improvements with this project consist of pavement overlay, enclosed storm drainage system, and curb, gutter, and sidewalk construction on one side of the street.
- 5) BURNHAM DRIVE** - North Harborview Drive to Harborview Drive
This project proposes to build curbs, gutters and sidewalks along with an enclosed storm drainage system on one side of each street. The project is primarily

proposed to address storm drainage problems and pedestrian safety issues.

6) ROSEDALE STREET - Harborview Drive to Skansie Avenue.

The purpose of this project is to rehabilitate the existing pavement with asphalt overlay and to provide safe pedestrian walkways by building curb, gutter, and sidewalks on one side of the street.

7) PRENTICE STREET - Burnham Drive N.W. to Fennimore Street.

The improvements with this project include minor widening, enclosed storm drainage system, curbs and gutters, along with a sidewalk on one side of the street.

8) JERISICH PARK DOCK EXTENSION -

The proposed improvements include dock extension to increase its capacity for boating traffic and the addition of a pump-out station and electrical for the boaters.

9) JUDSON STREET - Soundview Drive to Pioneer Way

The existing sidewalk on the north side of the street will be connected to Soundview Drive. The existing pavement will be overlaid with asphalt concrete pavement.

10) REPAIR AND RESTORATION OF VARIOUS STREETS

This project proposes paved roadway surfaces and storm drainage improvements on various public streets throughout the city.

11) EMERGENCY

City : GIG HARBOR
 City No: 0490
 County No.: 27

Hearing Date Feb. 14, 1994
 Adoption Date Feb. 14, 1994
 Resolution No. _____

0

P r o j e c t N o	PROJECT IDENTIFICATION DESCRIPTION OF WORK (Street name or number, Co. road name or number, termini beginning & end. Describe work to be done.)	m a j o r c o d e (s)	T O L A N C E S H	F U N D I N G S C O D E	PROJECT COSTS IN THOUSANDS OF DOLLARS											TOTAL FUNDS
					OBLIGATION SCHEDULE Y E A R				FUNDING SOURCE			Local	TOTAL			
					1st Annl Elmt	2nd	3rd	4,5 6th	FEDERAL	RAP or UAB						
									AMT	Pro- gram	AMT					
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
1	NORTH HARBORVIEW DRIVE Harborview Drive to Vernhardson Street Storm drainage, curbs, gutters, sidewalk and channelization improvements.	4	BFGH	1.00	6		970					776			194	970
2	HARBORVIEW DRIVE Dorotich Street to Burnham Drive Minor storm drainage improvements and Asphalt Concrete Pavement overlay	4	AB	0.74	6		216					187			29	216
3	PIONEER WAY IMPROVEMENTS Grandview Road to Stinson Avenue. - Traffic light construction at Grandview Road and Kimball Drive intersection. Channelization improvements and repaving.	3	ABDF HIJO	0.15	6		400					320			80	400
4	VERNHARDSON STREET N. Harborview Drive to East City Limit Storm drainage, curbs, gutters, sidewalk and channelization improvements.	35	ABDF	0.23	6			84							84	84
5	BURNHAM DRIVE N.W. North Harborview Drive to Harborview Drive Minor widening, enclosed storm drainage, curb, gutter and sidewalk improvements on one side of street.	3	BFG	0.35	9					130					130	130
6	ROSEDALE STREET City limits to Harborview Drive. - Overall street repair and restoration with Asphalt Concrete Pavement overlay.	4	COE	2.10	8		347							86	261	347
7	PRENTICE STREET Burnham Drive N.W. to Fennimore Street Minor widening, enclosed storm drainage, curb, gutter and sidewalk improvements on one side of street	3	BFG	0.30	9					110					110	110
8	JERISICH DOCK EXTENSION Extend the existing dock to increase its capacity for the boat traffic in Gig Harbor. Make necessary improvements to meet current safety standards.			0.03			130					65			65	130
9	JUDSON STREET IMPROVEMENTS Soundview Drive to Pioneer Way Overall street repair and restoration with Asphalt Concrete Pavement overlay and partial sidewalk construction	4	ABDF G	0	8		65								65	65
10	REPAIR & RESTORATION OF VARIOUS STREETS This project includes various street and storm drainage improvements on Public Alleys.	34	BCDE				35	35	35	35					110	110
11	EMERGENCY	5	ABD				5	5	5	5					20	20

REGULAR GIG HARBOR CITY COUNCIL MEETING OF JANUARY 24, 1994

PRESENT: Councilmembers Markovich, Platt, Stevens Taylor, Ekberg, Picinich, and Mayor Wilbert.

PUBLIC COMMENT:

Pete Darrah, 3311 Harborview Drive - Mr. Darrah addressed the Council in reference to the Shorelines Management Substantial Development Permit (SDP) 92-04. He requested Council's consideration to remove requirement No. 4 which states that no commercial lodging be permitted aboard the Ketch Krestine while moored at the facility. He voiced his objection to this requirement which would result in the elimination of his major source of livelihood which he has operated successfully over the last seven years. He also requested reconsideration of item No. 12 which relates to the requirement for 9 parking spaces.

Mayor Wilbert thanked Mr. Darrah for his comments and suggested that any Councilmembers who would like more information on this matter contact Ray Gilmore and the Planning Department staff.

CALL TO ORDER: 7:05 p.m.

APPOINTMENT OF MAYOR PRO TEM:

Mayor Wilbert confirmed the appointment of Councilmember Markovich as Mayor Pro Tem.

APPROVAL OF MINUTES:

MOTION: Move to approve the minutes of the last council meeting as submitted. Stevens Taylor/Picinich - unanimously passed.

CORRESPONDENCE:

1. Household Hazardous Waste Turn-In Event. Mayor Wilbert announced the Household Hazardous Waste Turn-In-Event which will take place on Wednesday, February 2, from 11:00 am to 7:00 pm in the Tacoma Dome. This is a free service to residents of Pierce County.
2. Peninsula Running Club. Mayor Wilbert shared with the Council a letter of thanks received from the Peninsula Running Club regarding their annual New Year's Eve Race.

OLD BUSINESS:

1. Second Reading - Utility Extension Capacity Agreement Ordinance. Mark Hoppen presented the second reading of the ordinance regulating extension of utility services to property outside the city limits. He called attention to new language under Section

13.34.010 B., which limits the City's authority to extend services to property outside the city limits which is not contained within the City's Urban Growth Area.

Councilmember Markovich suggested that paragraph I. - Waiver of Right to Protest LID be corrected to add the word "protest" in the last sentence as follows: "The Owner shall agree to sign a petition for the formation of an LID or ULID for the specified improvements at the time one is circulated, and to waive his/her right to protest formation of any such LID or ULID."

Ben Yazici asked to add the Public Works Standards to paragraph J. in addition to land use plan, zoning and building codes.

MOTION: Move adoption of Ordinance Number 660, with suggested modifications. Markovich/Stevens Taylor - unanimously passed.

2. Second Reading - 1994 Utility Rate Ordinances. Mark Hoppen presented the second reading of three ordinances to set sewer, storm drain, and water utility rates for 1994. He noted that an increase of 10% is proposed for water rates, and five percent for sewer and storm drainage.

There was discussion regarding the difference in the base rate for single family residential, multi-family, and commercial/school with sentiment expressed that the base rate should be the same for all categories. Director of Public Works Ben Yazici noted that standardizing the base rate in either direction would not have a significant impact on revenue, as long as the commodity charge was not altered.

Mr. Hoppen suggested the Council approve the ordinances as submitted and suggested that next year a formalized review of the rate structure be conducted. The last major study was done in 1986 and annual incremental adjustments have been based on the rates established at that time.

MOTION: Move adoption of Ordinance No. 661 respecting the municipal sewer system sewer rates and amending section 13.32.010, and 13.32.015 and 13.32.020 of the Gig Harbor Municipal Code.
Markovich/Ekberg - Unanimously passed.

MOTION: Move adoption of Ordinance No. 662 respecting the municipal storm drainage utility charges and amending sections 14.10.050 of the Gig Harbor Municipal Code.
Markovich/Ekberg - unanimously passed.

MOTION: Move adoption of Ordinance No. 663, respecting the municipal water rates and amending sections 13.04.010 and 13.04.020 of the Gig Harbor Municipal Code.
Markovich/Picinich - unanimously passed.

3. Public Works Standards. Ben Yazici discussed the development of the Public Works Standards which was a goal of the Department in 1993. The first draft was presented to Council in September 1993, and extensive comments were received by former Councilmembers Frisbie and English, and numerous others in the development community in Pierce County and subsequently incorporated in the final document. Mr. Yazici was very appreciative of all that contributed to the development of this document.

He noted that the intent will be to continually update and improve the document and the Council will be presented with significant updates January of each year.

Carol Morris, legal counsel, suggested that the last paragraph of the proposed resolution be amended to include the language "...published in 1994 *and a copy filed with this resolution with the City Clerk* are hereby adopted..."

Mr. Yazici was commended for the development of this document which is the first of its kind to be adopted in Pierce County.

MOTION: Move adoption of Resolution No. 403 adopting the Public Works Standards of the City of Gig Harbor, and that the same be published and filed with this Resolution with the City Clerk.

Markovich/Stevens Taylor (with the comment that the date resolution passed be corrected to show January 24, 1994) - unanimously passed.

NEW BUSINESS:

1. Hearings Examiner Contract. Mark Hoppen discussed the proposed contract with Ron McConnell, the City's Hearings Examiner, which contains a proposed increase in fees from \$75 to \$85 per hour, and provides for the resolution of disputes before the Superior Court, instead of through arbitration.

Councilmember Stevens Taylor asked if concerns expressed by former Councilmember Frisbie regarding the selection process had been addressed. It was generally believed that previous concerns related to the examiner pro tem and would be resolved with the commitment that Bob Burke would serve as pro tem during this contract period. It was also clarified that the straight hourly rate would apply regardless of whether McConnell or the pro tem was in attendance there was no potential for double payment.

MOTION: To approve the contract with the Hearings Examiner as presented. Stevens Taylor/Markovich - unanimously passed.

2. Little League Agreement. Mark Hoppen presented a request by the Little League Organization of Greater Gig Harbor to reserve the City Park field for Little League games and team practice sessions for a two year period beginning in April, 1994. He noted that the proposed Field Use Agreement provided for payment to the City of a portion of the profit from the concession operation. Mr. Hoppen stressed that this was

a temporary arrangement until such time as the Little League Organization is able to develop its own dedicated baseball facility.

The agreement as presented reserved the field for practice sessions from 3:30 pm to 7:30 pm, Monday through Friday for the entire season, April 11 through August 5; also for games on both Saturday and Sunday, from 8:00 am through 5:00 pm for the period May 7 through August 7.

Both Councilmembers Ekberg and Picinich expressed concern that such a concentrated usage would effectively preclude other residents of Gig Harbor from using the park for much of the summer. Councilmember Ekberg suggested that the Council may want to develop standards as a basis on which future decisions can be made relative to the "dedication" of city facilities for certain activities and/or organizations. Ben Yazici noted that the contract under Item F, does allow for termination of the agreement by either party, but calls for 60 days notice. It was agreed that the termination notice period be reduced to 30 days.

Carol Morris expressed concern that the city may open itself up to some additional liability by accepting a portion of the concession profits. Mr. Hoppen noted that the city will be named as an additional insured on a \$1,000,000 insurance policy by the Little League. Councilmember Markovich suggested that Ms. Morris do further research on this item.

Theresa Hutchins, President of the Gig Harbor Little League, addressed the Council and stated that the city's field will be needed for games on Saturdays only, not on Sundays. She also noted that once registration is completed in early February, a definite schedule for the field will be developed. She admitted that the agreement before Council contains the maximum possible usage that would be required. As soon as registration is completed in early February, the exact needs will be assessed and a definite schedule for the City park can be developed.

The Council summarized that they support the activities of the Little League organization and are willing to work with them to make the city park available for games on a temporary basis as needed. However, they requested a more realistic schedule with less intensive city park usage.

Mr. Hoppen will coordinate with the Little League and address all issues raised, and will bring the matter back to the Council at the February 28th council meeting.

3. Public Health Agreement. Mark Hoppen reported that the contract for services between the City of Gig Harbor and the Tacoma Pierce County Health Department had been reduced by \$3,812, as a result of a re-calculation of our allocation. The Council congratulated Mr. Hoppen for obtaining this reduction.

MOTION: To approve the Amendment to Agreement for Public Health Services as submitted.

Stevens Taylor/Picinich - unanimously approved.

4. First Reading - Updated Fee Schedules for Land-Use/Building Permits Ordinance. Planning Director, Ray Gilmore, presented to the Council the first reading of an ordinance to update fees associated with land-use and building permit applications. A correction to the proposed fee for Short Plats from \$135 to \$225 was noted. Mr. Gilmore stressed that the new fees were developed after a comprehensive review by his department of the actual time spent in processing various applications and that the proposed fees are meant to recoup the actual costs involved. It was noted that the new rates proposed are still 50% less than fees charged by many other jurisdictions in the County.

The Council expressed its support for the ordinance and acknowledged that current fees are significantly less than necessary. Councilmember Stevens Taylor expressed concern that the citizens be alerted to the proposed increases and Brian Miller of the Gateway responded that he would be running a comprehensive article on the issue.

5. First Reading - Ordinance Amending the 1994 Salary Schedule. Mr. Hoppen presented first reading of the ordinance amending the 1994 Salary Schedule, which reflects the salary ranges approved in the Employees' Guild Contract. The ordinance will be brought to the Council for second reading at the next Council meeting.

6. Puyallup Jail Services Contract.

MOTION: To approve the Interlocal Agreement for Jail Services Contract with the City of Puyallup as submitted.
Stevens Taylor/Markovich

AMENDED MOTION: To approve the contract subject to review by legal counsel.
Markovich - unanimously approved.

6. Bid for Official Newspaper.

MOTION: To approve the Peninsula Gateway as the official newspaper for the City of Gig Harbor.
Markovich/Picinich - unanimously passed.

DEPARTMENT DIRECTORS' REPORTS:

Finance - Mr. Hoppen reported the city is in good fiscal standing with an increase in the General Fund ending fund balance from last year; he also noted the receipt of expected revenues in the enterprise funds and a 20% increase in sales tax revenues over what had been budgeted.

Public Works - Ben Yazici will conduct a tour of the Public Works Department facilities including the Wastewater Treatment Plant and the Public Works Shop on Saturday, February 5, beginning at 11:00 a.m. Councilmembers should meet at City Hall.

Ben Yazici presented the Council with a listing of the 1994 objectives of the Public Works Department. Mr. Yazici reported that he is still negotiating with the Department of Transportation to obtain the funds for the North Harborview Drive project for 1994 instead of 1995. If the transfer is obtained, this project will be added to the 1994 objectives.

The Council suggested that the Jerisich Park dock extension construction be delayed to begin after Labor Day so as not to disrupt the heavy usage of the dock in the middle of the summer and consequent negative impact to local businesses.

The Scenic Viewpoint project on Harborview Drive was discussed. There has been extensive input from the public and, consequently, generally favorable reaction to the design.

MAYOR'S REPORT:

East/West Road. Mayor Wilbert reported on the upcoming hearing at the County regarding the placement of the East/West Road. She noted that she will be accompanied by Ben Yazici, Mark Hoppen, and Carol Morris to testify and present the city's position in support of Alternate Number Three which will connect Peacock Hill Road with SR16 via a route along 112th Street.

APPROVAL OF BILLS:

MOTION: To approve Bill Vouchers #11578 through #11743 less #11696 through #11700 in the amount of \$31,455.32.
Platt/Stevens Taylor - unanimously approved.

EXECUTIVE SESSION:

MOTION: Move to adjourn to Executive Session at 8:50 p.m. to discuss property acquisition, claim, and legal matter.
Stevens Taylor/Platt - unanimously approved.

MOTION: Move to return to regular session.
Stevens Taylor/Platt - unanimously approved.

MOTION: Move to approve and pay to James A. Thomas his property damage claim as a result of hitting a pothole in one of our Gig Harbor streets in the sum of \$261.13.
Markovich/Stevens Taylor - unanimously approved.

ADJOURN:

MOTION: To adjourn at 9:15 p.m.
Platt/Stevens Taylor - unanimously approved.

Cassette recorder utilized.
Tape 338 Side B 314 - end.
Tape 399 Side A 000 - end.
Tape 339 Side B 000 - end.
Tape 340 Side A 000 - end.
Tape 340 Side B 000 - 058.

Mayor

City Administrator

MAYOR'S REPORT
February 14, 1994
EMERGENCY PREPAREDNESS FOR CITY BUSINESSES

The Gig Harbor/Key Peninsula Emergency Preparedness Committee, chaired by Ray Zimmerman, has geared up to present a one hour information session to business owners and managers. Seven presentations are scheduled at various times and locations.

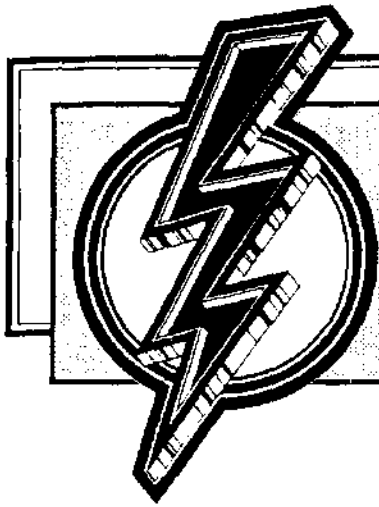
An announcement of the sessions has been mailed to business owners. Lt. Colbert and I hand-delivered the notices throughout town to the managers of each business.

The City of Gig Harbor was the first to take advantage of the Rapid Visual Screening services. This service is provided by a committee of very capable retired professionals, who volunteer their services. City Hall scored favorably in the visual screening to withstand a high magnitude earthquake.

The second service we requested of the committee was to access what staff can do inside the building to protect life and equipment. Appropriate notations were made and the City is progressing in implementing the suggestions.

The Rapid Visual Screening is a voluntary service offered by the committee upon request by a business owner/manager. There is no charge for this service. The activities of the Emergency Preparedness Committee, Inc., are being funded through donations.

I have asked a representative of the Gig Harbor/Key Peninsula Emergency Preparedness Committee to review the procedure in the Rapid Visual Screening to comment on the results of the screening of City Hall and to answer any questions you may have.



**GIG HARBOR-KEY PENINSULA
EMERGENCY PREPAREDNESS COMMITTEE**

RECEIVED

FEB 2 1994

CITY OF GIG HARBOR

January 31, 1994

Dear Mayor Wilbert,

Please find enclosed the Rapid Visual Screening report on the City Hall. You will note that the RVS Score is 5.9 which indicates that the building, by Rapid Visual Screening, rates very high. We, therefore, did not recommend a detailed evaluation. Thank you for your cooperation and assistance. We appreciate your support of our Committee's effort to make Gig Harbor a safer community.

Sincerely,

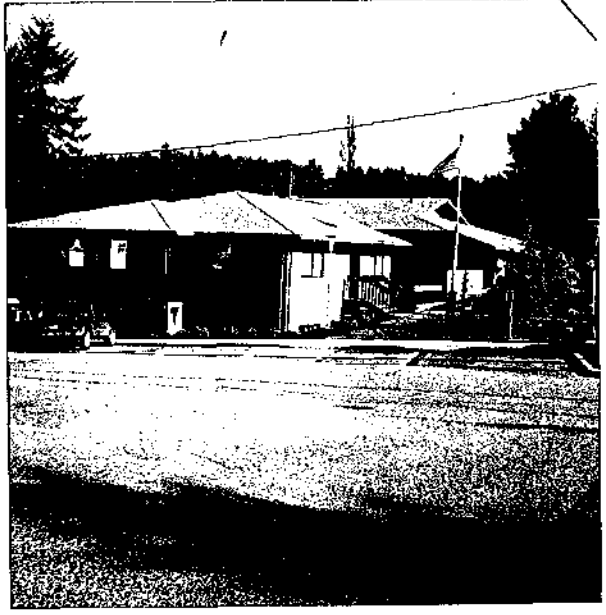
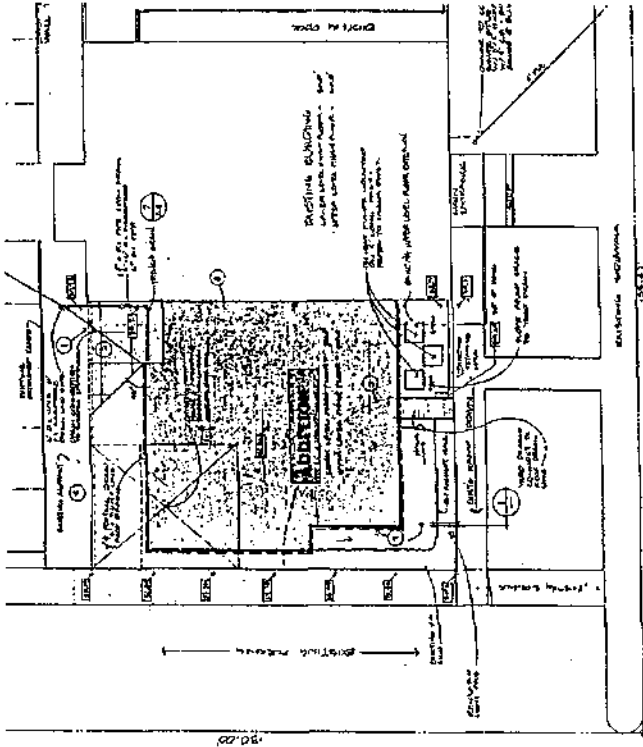
A handwritten signature in cursive script, appearing to read "Len".

Len McAdams, Chairman, Building and Structures Sub-Committee
CC: Committee files

ATC-21 MODIFIED FOR GH/KPN

Rapid Visual Screening of Seismically Hazardous Buildings

Address 3105 JUDSON ST.
GIG HARBOR WA Zip 98335
 Other Identifiers _____
 No. Stories 2 Year Built 1977/1990
 Inspector LEN McADAMS Date 1/26/94
 Total Floor Area (sq. ft) 8228
 Building Name GIG HARBOR CITY HALL
 Use CITY GOVERNMENT
 (Peel-off label)



Gig Harbor City Hall

OCCUPANCY		STRUCTURAL SCORES AND MODIFIERS							
Residential	No. Persons	BUILDING TYPE	W	S1	S2	C1	C2	PCI	RM
Commercial	0-10								
Office	<u>11-100</u>	Basic Score*	<u>3.0</u>	3.9	2.4	1.4	2.4	1.4	2.4
Industrial	100+	* Score adjusted for unknown soil profile.							
Pub. Assem.		Modifiers:							
School		Poor Condition	-0.5	-0.5	-0.5	-0.5	-0.5	-0.5	-0.5
Govt. Bldg.		Vert. Irregularity	-0.5	-0.5	-0.5	-1.0	-0.5	-1.0	-0.5
Emer. Serv.		Torsion	-1.0	-2.0	-1.0	-1.0	-1.0	-1.0	-1.0
Historic Bldg.		Plan Irregularity	-1.0	-0.5	-0.5	-0.5	-0.5	-1.0	-1.0
Non Structural Falling Hazard <input type="checkbox"/>		Post Benchmark Year	<u>+2.0</u>	+2.0	+2.0	+2.0	+2.0	+2.0	+2.0
DATA CONFIDENCE		Possible Soft Story							
* = Estimated, Subjective, or Unreliable Data		Possible Pounding							
DNK = Do Not Know		FINAL SCORE	<u>5.9</u>						
COMMENTS								Detailed Evaluation Recommended <input type="checkbox"/>	

ATC21
80032.01

Re: Emergency Preparedness

Dear Business Owners:

One year after the 1989 Loma Prieta earthquake, more than one-third of the businesses in Santa Cruz and Watsonville, California had either failed or failed to reopen. When we have our major quake will your business be a survivor?

Washington is Earthquake Country! We cannot escape that fact. The Puget Sound area is a wonderful place to live, but we have all felt the effects of disasters the past few years, including windstorms, extended power outages, severe cold and/or snow, chemical spills, forest fires, airplane crashes, and other manmade or natural disasters. Let's utilize what has been learned from these experiences in preparing for future disasters. If we are ready for a large quake, then we are prepared for almost all disaster contingencies.

The City of Gig Harbor, the Chamber of Commerce, and the Gig Harbor Business Association, working with the Gig Harbor-Key Peninsula Emergency Preparedness Committee and Fire District 5, are planning a program designed to assist you to evaluate your risk potential and develop your own unique preparedness plan for the benefit of your business, family, employees and their families, customers, and the community.

It has been clearly established that communities recover much faster where businesses, through planning and preparation, re-establish the economic base quickly after a disaster. We encourage you to make a plan.


The presentation, at no cost to you, will include:

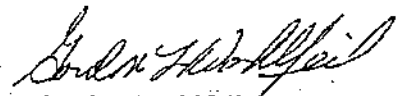
- * Training in personal emergency preparation, including what to do and how to do it.
- * Business considerations such as legal liability, loss potential, insurance coverage, contractual obligations.
- * Putting together a plan for your business.
- * Security precautions that can be taken.
- * Training to enable you to prepare your employees with a family readiness plan and C.P.R. training.

If you request, post-training assistance, such as on-site disaster readiness assessment, can be offered by the local Emergency Preparedness Coordinating Committee.

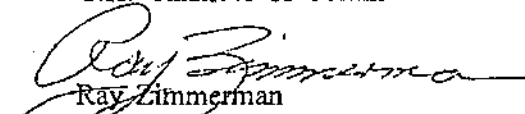
The *GOOD NEWS* is we can prepare for disasters, and evidence shows that it makes a *BIG* difference. Please plan to attend one of the presentations. We look forward to meeting with you.

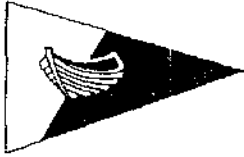
Sincerely,


Gretchen A. Wilbert
Mayor, City of Gig Harbor


Gorden Wohlfeil
G.H. Chamber of Commerce


George Borgen
Pres., G.H. Business Association


Ray Zimmerman
Emergency Preparedness
Coordinating Committee



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

February 3, 1994

TO: Business Owners and Managers/
FROM: Gretchen Wilbert, Mayor *gw*
SUBJ: Earthquake Preparedness

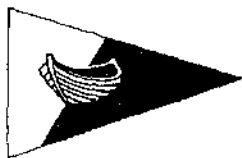
The community knows how important it is for you to be able to get your business back on line following a devastating earthquake or any other disaster.

We urge you to join us at one of these scheduled Preparedness Information Sessions specifically designed for the business owner/manager.

Wednesday	February 9th	7:00 p.m.	Neville's Shoreline
Thursday	February 10th	8:00 a.m.	Roundtable Pizza
Tuesday	February 15th	8:00 p.m. <i>am</i>	W.B. Scotts
Wednesday	February 16th	4:00 p.m.	Ken Uddenberg's State Farm Insurance - 7116 Pioneer Way
Thursday	February 17th	7:00 p.m.	Gig Harbor City Hall
Wednesday	February 23rd	6:00 p.m.	Kimball Gallery
Thursday	February 24th	10:00 a.m.	Gig Harbor Chamber of Commerce

For more information regarding these meetings, call Ray Zimmerman - 851-2731.

Fore more information regarding Neighborhood Preparedness, call John Miller - 858-2172.



City of Gig Harbor. The "Maritime City."


3105 JUDSON STREET • P.O. BOX 145

GIG HARBOR, WASHINGTON 98335

(206) 851-8136

MEMORANDUM

TO: Mayor Wilbert and City Council

FROM:  Planning Department

DATE: February 9, 1994

SUBJ.: Proposed Amendment to Title 3.40 GHMC -- Second Reading -- Fee Schedule Update/Revisions

Overview

In 1990, the City adopted Title 3.40 of the Gig Harbor Municipal Code, which established a fee schedule for building, zoning and land-use permits. Since then, the fee schedule has been updated twice: in 1991 to include fire code inspection fees and just recently to include public works plan reviews and construction inspections. None of the zoning and land-use fee categories have been updated.

Recent review of fee schedules from other jurisdictions reveals that, for the most part, the City of Gig Harbor charges substantially less for the respective type of permit. Although a comparison with other jurisdictions fee schedules may serve some purpose as a base point, it does not reflect what our actual permit processing costs are. In order to gain some perspective on this issue, staff has prepared a table which provides a comparison between the application fee versus the cost to process the application. The costs were determined using an average of the number of hours staff (and the Hearing Examiner, as appropriate) expended for each respective application type. Where known, a range (low-high) is provided.

Proposal

It is apparent that the costs to actually process the application exceeds the fee by two to three times, on the average. Only in three instances are the fees actually more than the average processing costs.

In order to capture as much revenue as possible to offset processing costs, staff has proposed an updated fee schedule which substantially reduces or eliminates the current level of subsidy.

Table I Current Fee versus Processing Costs

Application	Fee Charged	Cost to Process	Revenue Loss
Variance	\$100	\$450~	Y
Conditional Use	\$100	\$450~	Y
Site Plan	\$100 - 1,000~	\$450	Y
Shoreline SDP	\$200	\$400 - 24,400	Y
Variance	\$250	\$450	
Conditional Use	\$250	\$450	
Shoreline Rev.	\$75	\$125	Y
Short Plat	\$145~	\$225	Y
Subdivision	\$500~	\$400 - 800	Y
Annexation	\$150	\$400 - 2,470	Y
Appeal to HEX	\$50	\$225 - 3,100	Y
Appeal to Council	\$100	\$96	N
Boundary Line Adj.	\$20	\$30	Y
Preapplication	\$000	\$80	Y
Sign Permits	\$10-50	\$45 - 60	Y

As most of the applications processed over the past three years have been request for variance from the minimum standards of the zoning code, this would be the application most affected. 77% of the variance requests are associated with single family residential construction (new/additions/remodels). Staff is proposing to increase this fee from its current \$100 to \$450.

Staff is also proposing that the flat rate for shoreline permit applications be replaced by a sliding fee schedule (similar to site plan review). Usually, the more extensive the project, the more time staff allocates to the project application. Because shoreline permit applications are subject to a more extensive review process than most other permits, the rate scale should be higher. Staff proposes to set a base fee of \$250 for shoreline substantial development applications with additional fees based upon the cost or the fair market value of the project, which ever is higher. Shoreline variances and conditional use fees are in addition to the SDP fee. However, an increase is only proposed for those permits which are not associated with an SDP. This would raise the fee for "stand alone" applications from the current \$250 to \$475, which reflects the time allocated to processing an application.

Other proposed changes are:

1. Amendments to site plans would be subject to a fee of \$25.00 for a minor revision (administrative review) to \$125.00 for a major amendment. The fee

schedule is amended to provide a flat rate of \$225 for site plans which are a result of change of occupancy without expansion and an amended sliding fee schedule based upon square footage as opposed to the current "valuation-based" system. Also, residential development requiring site plan review would be subject to the same rate as subdivisions (base + per unit charge).

2. Planned Residential District (PRD) fee is reduced from \$100 to \$75. The cost of processing would be recaptured in subdivision fees.
3. Subdivision fees would be increased from the base of \$300 + \$15 per each lot over 8 to a base fee of \$500 plus \$25.00 per lot. Final plat fees would be \$250 for the plat, from the current \$15 per lot. Plat amendments are a new fee and would be a flat \$150. Replats would be a new fee and would be a flat rate of \$250.
4. Wetlands and critical area analysis would be subject to a nominal fee ranging from \$15.00 up to \$75.00.
5. A new fee for land clearing/erosion control permits is established at a flat rate of \$100.
6. Preapplication conferences (which is a free service) remains free, unless the prospective applicant requests a written follow-up report from staff. The costs of the report would be \$35.00 to cover staff time.
7. SEPA fees would be amended to include a reasonable fee for appeals to the Hearing Examiner. The base would be increased to \$150 but would also include a billing for the Hearing Examiner's time expended, based upon the Hearing Examiner's rate in effect. The SEPA appeal fee is proposed to be capped at \$150 for appeals of projects filed by interested persons who live within three hundred feet of the project site. A new fee is proposed for appeals of administrative decisions on the conditioning or denying of a permit under SEPA. This reflects 1993 changes to the City's Environmental Policy Ordinance.
8. New fees to cover staff time and expenses in providing written responses to requests for information that require a search of "inactive" files. The proposed fee of \$35 covers one hour of time and would not apply to written requests on "active" files.

Finally, the ordinance is proposed to be amended to permit future fee schedule updates to be adopted by resolution as opposed to an ordinance. This proposed adoption process is more timely and cost-effective.

Policy Issues

The fee schedule ordinance is a legislative matter subject to the discretionary action of the City Council. The principle guiding policy behind the ordinance is to balance the costs of processing a permit or providing a service with a fee which is considered reasonable and appropriate. The Council has, in the past, considered the potential impact of the fee charge on the ability or desire of residents to want to pay that fee. Staff's position in this matter is to make the fee pay for the process.

Fiscal Impact

The proposal is to equalize the imbalance in our current fee schedule between the costs and the revenue. By equalizing permit processing costs with the revenue required to maintain the service, a general public subsidy would no longer be required.

Recommendation

Staff recommends adoption of the revised fee schedule ordinance and resolution. Since the first reading of the ordinance, staff has made several necessary adjustments as recommended by legal counsel. In addition, staff has added a fee for requests for reconsideration of Hearing Examiner decisions. The current fee is \$50 and staff is proposing that this be increased to \$85.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO DEVELOPMENT FEES, CHANGING THE MANNER IN WHICH SUCH FEES ARE ADOPTED FROM THE ORDINANCE TO THE RESOLUTION PROCEDURE; AMENDING GHMC SECTIONS 3.40.010 AND 17.80.030; AND REPEALING GHMC SECTIONS 3.40.020 AND 3.40.030.

WHEREAS, the City of Gig Harbor has adopted application fee schedules by ordinance for various land use development permits and building inspections as necessary to ensure adherence to municipal and state regulations; and

WHEREAS, in order to also ensure that the fees charged by the City for permit processing and building inspections adequately cover the City's cost of providing such services to the public, it is necessary for City staff to review current fee schedules and to evaluate the actual costs involved in processing permit applications and conducting inspections; and

WHEREAS, the existing procedure for amending the fee schedules is to require approval by the Council by ordinance, which fees are then codified in the Gig Harbor Municipal Code; and

WHEREAS, given that the fees are subject to change, a fee schedule adopted by ordinance could become outdated before codified and the City desires to change this procedure; now, therefore,

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

Section 1. The title of chapter 3.40 of the Gig Harbor Municipal Code and Section 3.40.010 are hereby amended to read as follows:

Chapter 3.40

ADOPTION OF FEES FOR LAND USE DEVELOPMENT APPLICATIONS, PERMITS AND INSPECTIONS

3.40.010. Fees for Land Use Development Applications, Permits and Inspections.

The City Council shall establish fee schedules for planning and building applications and permits, engineering plan review fees, and construction inspection fees by resolution, and may similarly adjust such fees periodically.

Section 2. Section 3.40.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 3. Section 3.40.030 of the Gig Harbor Municipal Code is hereby repealed.

Section 4. Section 17.80.030 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.80.030 Permits Required. The following regulations shall apply to all signs.

A. A special sign overlay district is adopted and portrayed on Map 1. The standards of this chapter shall be applied as defined in the specific overlay areas.

B. No sign shall be installed, constructed, painted, structurally altered, posted or applied without first obtaining a sign permit from the code administrator, unless exempted by this chapter. A separate permit shall be required for each group of signs on a single supporting structure installed simultaneously. Thereafter, each additional sign erected on the structure must have a separate permit.

C.A. Permit Requirements.

1. ~~Application/Fees:~~ Applications for signs shall be accompanied by:
 - a. Two site plans showing the location of the affected lot, building(s) and sign(s), showing both existing signs;
 - b. Two copies of a scale drawing of the proposed sign or sign revision, including size, height, copy, structural, footing details, material specifications, method of attachment, illumination, front and end views of marquees, calculation for dead load and wind pressure, photograph of site and building marked to show where sign or marquee is proposed, and any other information required to ensure compliance with appropriate laws;
 - c. Written consent of the owner of the building, structure, or property where the sign is to be erected;
 - d. A permit fee ~~as provided in the following fee schedule~~ is adopted by Resolution of the City Council.
 - i. Exemptions. The code administrator may waive submission of plans and specifications when the structural aspect is of minor importance.
 - ii. Permit fees. Permit fees shall be in accordance with the following fee structure:

<u>TYPE OF SIGN</u>	<u>SIZE</u>		
	25-50 sq ft	51-99 sq ft	100 sq ft/more
Projecting	\$35.00	\$45.00	\$55.00
Wall sign, nonelectric	35.00	45.00	55.00
Wall sign, electric	40.00	50.00	60.00
Ground, nonelectric	50.00	65.00	70.00
Ground, electric	60.00	70.00	80.00
All signs less than 25 sq. ft.: \$10.00			
Change of sign, all sizes: \$10.00			
Variance Application: \$100.00			

2. Administrative Requirements. The code administrator shall ascertain that the sign installer has a valid Washington State contractors license, unless the sign is being installed by the owner of the sign.
3. Variances. Any person may apply to the hearing examiner for a variance from the requirements of this chapter. Variances shall be processed by the code administrator. The hearing examiner may grant a variance from the provisions and/or the requirements of the chapter when:
 - a. The granting of the variance would not be materially detrimental to the property owners in the vicinity and the variance sought is of minimum sign size, height, and scope to meet the conditions and needs of the applicant; and
 - b. The granting of the variance would not be contrary to the objectives of this chapter; and
 - c. The signage of the property in question cannot be adequately met under the literal interpretation and strict application of the chapter; and
 - d. The granting of the variance is necessary because of special circumstances relating to property location, topography, shape, and size; site distance and limited view to property; and/or dependency of business to visual access of freeway traffic in the freeway interchange area (Area 1).
4. Administrative Waiver -- Off-premises Signs. Off-premises commercial signs are prohibited by the city, unless a waiver is granted by the code administrator for an off-premises directional sign. Waivers shall only be granted upon a clear demonstration that the applicant's business or property is not visible from any

streets or roads or on-premises signing cannot adequately convey the location and identity of the business to consumers who would normally use the business.

- a. Such signs shall be directional only (no advertising other than name and location).
- b. No more than two such signs for each business shall be approved.
- c. The total area of the sign shall not exceed twenty-four square feet, such sign(s) must be permanently installed on private property, and the application must be accompanied by written permission of the owner of the property where the sign is to be located. Portable directional signs are not permitted, except real estate directional signs.
- d. Such sign shall meet all other applicable provisions of this chapter.
- e. If more than one business in an immediate area has need for an off-premise directional sign, all must be identified on the same sign.

D.B. Sign Standards and Conditions.

1. General Regulations.

- a. No sign or any part of a sign shall be designed or constructed to be moving by any means, and shall not contain items such as banners, ribbons, streamers and spinners. These devices, when not part of any sign, are also prohibited. Limited use of thematic flags, banners and pennants, which are complementary to a specific location or structure may be permitted upon approval of the code administrator. This waiver is not intended to permit the use of numerous types of devices which as a result of win pressure may move to a point of attracting attention of vehicular and pedestrian traffic.
- b. Exposed braces and angle irons are prohibited. Guywires are prohibited unless there are no other practical means of supporting the sign.
- c. No sign shall have blinking, flashing, fluttering or moving lights or other illuminating device which has a changing light intensity or color; provided, however, temperature and/or time signs that conform in all other aspects to this chapter are allowed.
- d. No window signs above the first floor shall be illuminated.
- e. The structure and installation of all signs shall comply with the latest adopted edition of the Uniform Building Code.

- f. Such sign shall meet all other applicable provisions of this chapter.
- g. If more than one business in an immediate area has need for an off-premises directional sign, all must be identified on the same sign.
- h. All signs, together with all of their supports, braces, guys and anchors, shall be maintained in good repair and in a safe, neat, clean and attractive condition.
- i. The light directed on, or internal to, any sign shall be so shaded, shielded and/or directed so that the intensity or brightness shall not adversely affect safe vision of operators of vehicles moving on private or public property or pedestrians on a public right-of-way. Electric signs shall not use incandescent bulbs for internal illumination. Lighted signs visible from nearby residences shall have low or soft illumination or be shielded in a manner to not adversely affect such residents.
- j. Portable signs shall not exceed twelve square feet in sign area and no more than one such sign may be displayed per business. Portable signs must be located on the premises to which they relate, except real estate directional signs.
- k. Abandoned signs shall be removed by the owner or lessee of the premises upon which the sign is located after the business or service advertised is no longer conducted on the premises.

2. Freestanding Ground Signs.

- a. Sign height is the vertical distance from the highest point of the sign to the finished grade at the base of the supports.
- b. Freestanding signs shall not be permitted in any area of the city.
- c. Height standards:
 - Areas 1 and 2 Ground signs shall not exceed twelve feet in height.
 - Area 3 Ground signs shall not exceed six feet in height.
- d. Sign surface standards:
 - Areas 1 and 2 Fifty square feet for a single side or one hundred square feet total both sides.

Area 3 Twenty-four square feet for a single side or forty-eight square feet total both sides.

e. Location. Ground signs may not be located on public property. Sites on a corner of two public streets may have one sign on the corner instead of a sign for each frontage. Placements in these locations are subject to approval by the public works director. The placement of ground signs shall be in such a fashion and location as to not obstruct the view of signs of adjacent property owners.

f. Number.

i. One ground sign shall be permitted on each street frontage of property on which the business is located.

ii. If a projecting sign is used, no free-standing sign shall be permitted on the property.

g. Landscaping.

i. Each sign shall have a landscaped area twice the size of the sign area at the base of the sign. The landscaping and sign base shall be protected from vehicles by substantial curbing.

ii. Permits for signs shall not be granted until required landscaping is installed or a bond or assigned funds in the amount of one hundred twenty-five percent of the estimated cost of the landscaping is provided.

iii. These requirements may be waived if the sign is located in an area that is part of an approved overall site landscape plan.

3. Wall Mounted Signs.

a. Total area. Painted or attached signs on any wall shall not exceed the following ratios:

Area 1 Two Square feet of sign area to one lineal foot of building front; provided however, fifty square feet of sign area is guaranteed each business frontage. Those businesses with both a building front and one side wall exposure to vehicular and pedestrian traffic may, as an option for purposes of calculating total wall sign area, add the lineal footage of the building front and side wall then divide by two.

Area 2 One and one-half square feet of sign area to one lineal foot of building front. Those businesses with both a building front and one side wall exposure to vehicular and pedestrian traffic may, as an option for purposes of calculating total wall sign area, add the lineal footage of the building front and side wall then divide by two.

Area 3 One square foot of sign area for every lineal foot of wall upon which it is mounted or fifty square feet, whichever is less.

b. Wall signs shall not project above roof-lines.

4. Window Signs.

a. Where a window sign is utilized in place of a wall sign, the area standards contained in paragraph 'a' of subdivision '3' of this subsection shall apply.

b. In addition to the area requirements of paragraph 'a' of this subdivision, businesses are allowed one painted window sign identifying the business. The maximum area of these signs is six square feet.

c. Signs above the first floor are not included in the maximum sign area of a site, and are allowed to businesses located above the first floor with a maximum area of one square foot of sign area for each lineal foot of window frontage.

5. Projecting Signs.

a. Surface area:

Area 1 and 2 Thirty-two square feet total both sides.

Area 3 Thirty-two square feet total both sides and shall be engraved or painted wood or painted metal.

b. All projecting signs must be at least eight feet above sidewalks and walkways and fifteen feet above vehicular ways.

c. Sign shall not project more than three feet or one-third the width of the sidewalk or walkway.

d. Businesses choosing to use projecting signs shall reduce the amount of allowable wall mounted or window sign area by the proportionate

amount of sign area allowed under subparagraph 'a' of subdivision '3' and paragraph 'a' of subdivision '4' of this subsection respectively.

6. Shopping Center Identification Sign(s). Each shopping center as qualified below may be permitted a shopping center identification sign(s). The shopping center identification sign shall be limited to one sign per street frontage, and subject to the height and size requirements of shall be permitted for shopping centers which contain no less than ten separate tenants, and restricted to only the identification of the shopping center. The shopping center identification sign shall be located in a planter of appropriate dimension. Individual tenants/businesses within a planned shopping center shall only be allowed to use wall signs.
7. Office Building Identification Sign. In addition to those signs permitted by this chapter, each office building as qualified below may be permitted a building identification sign. The sign shall be in architectural harmony with the design of the buildings to be identified. The office building identification sign shall be limited to one sign per street frontage, and subject to the height and size requirements of the areas in which the building is located. One such sign(s) shall be permitted for office buildings which contain no less than four tenants or any institutional use, and the copy shall include only the name of the office building or institutional use. A directory or other exclusively informational listing of tenant's names may be attached, provided the area does not exceed twelve square feet.
8. Sidewalk/Sandwich Board. One sidewalk or sandwich board sign per business shall be permitted subject to the following:
 - a. Signs shall be located next to the curb edge of a sidewalk on premises in such a manner so as not to interfere with the opening of car doors, bus stops, loading zones, or pedestrian traffic.
 - b. Signs shall be located directly in front of the sponsoring business, with twelve feet of the main entrance to the business and during business hours only.
 - c. Owners of such signs shall assume liability for damage resulting from their use and shall provide the city with an appropriate legal document holding the city harmless for such resulting loss.
 - c. No sign shall be located so as to create a traffic safety hazard by interfering with the vision of drivers entering or leaving the premises.
 - e. Maximum allowable sign area shall be twelve square feet.

9. Wall Graphics. There are no restrictions on wall graphics provided that they do not constitute advertising of a business or product normally subject to the provisions for painted signs.

Section 5. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 6. 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 WILBERT

ATTEST/AUTHENTICATED:

CITY ADMINISTRATOR, MARK HOPPEN

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

FILED WITH THE CITY CLERK: January 20, 1994

PASSED BY THE CITY COUNCIL:

PUBLISHED:

EFFECTIVE DATE:

ORDINANCE NO. _____

SUMMARY OF ORDINANCE NO. _____

of the City of Gig Harbor, Washington

On the ____ day of _____, 1994, 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 DEVELOPMENT FEES, CHANGING THE MANNER IN WHICH SUCH FEES ARE ADOPTED FROM THE ORDINANCE TO THE RESOLUTION PROCEDURE; AMENDING GHMC SECTIONS 3.40.010 AND 17.80.030; AND REPEALING GHMC SECTIONS 3.40.020 AND 3.40.030.

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

DATED this ____ day of _____, 1994.

CITY ADMINISTRATOR, MARK HOPPEN

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

**A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON,
WHICH ESTABLISHES FEES FOR LAND USE PLANNING AND BUILDING
APPLICATIONS AND PERMITS**

WHEREAS, the City of Gig Harbor desires to establish such fees by Resolution.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR, AS FOLLOWS:

The Planning and Building fees for various land use development applications and permits are established as follows:

A. LAND USE DEVELOPMENT APPLICATION FEE

1) Amendment to Comprehensive Plan

Map Designation	\$750
Text	\$400
Map change + text	\$1,000

2) Amendments to Zoning Code

Zoning District Boundary	\$425
Text	\$275
Boundary change + text	\$650

3) Conditional Use Permit \$450

4) Variance \$450
Administrative Variance No Charge

5) Planned Residential District \$75

6) Site Plan/Binding Site Plan Review

Occupancy Change (no external structural changes)	\$200
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0 - 10,000 sq. ft. commercial floor area (CFA)	\$75/each 1000 sq. ft.
--	------------------------

10,001-20,000 sq. ft. CFA	\$100/each 1000 sq. ft.
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	>20,000 sq. ft. CFA	\$125/each 1000 sq. ft.
	Multifamily (3 or more attached dwelling units)	\$200 + \$25/dwelling unit
7)	Land Clearing/Erosion Control	
	Permit	\$100
8)	Subdivisions	
	Preliminary Plat	\$550 + \$25 per lot
	Final Plat	\$25 per lot
	Replats	\$225
	Amendments	\$150
9)	Short Subdivisions	
	Preliminary Plat	\$225
	Final Plat	\$150
	Amendment	\$75
	Boundary Line Adjustment	\$30
10)	Shoreline Management Permits	
	Substantial Development (based upon actual costs or fair market value, whichever is higher)	
	< \$10,000	\$100
	> \$10,000 < \$100,000	\$350
	> \$100,000 < \$500,000	\$700
	> \$500,000 < \$1,000,000	\$1,200
	> \$1,000,000	\$1,700
	Variance (w/o SDP)	\$400
	Conditional Use (w/o SDP)	\$400
	Revision	\$150
	Request for Exemption	\$15
11)	Wetlands/Critical Areas Analysis	
	Steep Slopes/Erosion Hazard	\$15
	Critical Habitat	\$35
	Wetlands Preliminary	\$35

Site Investigation

Wetlands Report Review \$75

12) Appeals to Hearing Examiner

Administrative Variance \$225
Administrative Decision \$120
Requests for Reconsideration \$85
of Examiner's decision

13) Sign Permits

All signs less than 25 sq. ft. \$20
Change of Sign, all sizes \$20
Request for Variance \$150

Projecting \$35
Wall Sign, nonelectric
25-50 sq. ft. \$35
51-99 sq. ft. \$45
>100 sq. ft. \$55
Wall Sign, electric
25-50 sq. ft. \$40
26-99 sq. ft. \$50
>100 sq. ft. \$60
Ground Sign, nonelectric
25-50 sq. ft. \$50
26-100 sq. ft. \$60
Ground Sign, electric
25-50 sq. ft. \$60
26-100 sq. ft. \$70

B. ENVIRONMENTAL REVIEW (SEPA)

1) Checklist \$150

2) Environmental Impact Statement

Prepared by Staff \$1,000 + \$45/hour
Prepared by Private Party \$250 + \$45/hour

3) Appeals of Decisions

Conditioning/Denying of Permit \$200

Administrators Final
Determination (DNS or
EIS)

\$150 + Hearing Examiners costs for
review (Examiner costs waived for listed
parties of record within 300 feet of project
site).

C. ANNEXATION PETITION \$250

D. UTILITY EXTENSION REQUEST \$100

E. REQUESTS FOR INFORMATION

1) Land-use information, verbal No Charge

2) Land-use information, written
response requested related to
active permit No Charge

3) Land-use information, written
response requested, file search
required \$35

4) Preapplication Conference No Charge

5) Preapplication Conference,
written summary of meeting \$75

F. SPECIAL INSPECTIONS (AND PERMITS):

1) Encroachment Permits \$10

2) **Fire Marshal Inspections.** There is hereby imposed a \$20.00 inspection fee for all inspections carried out pursuant to the provisions of Section 2.201 of the Uniform Fire Code as now enacted or hereafter amended. The \$20.00 inspection fee shall include two reinspections for the purpose of ensuring the correction of any deficiencies noted in a prior inspection. If additional reinspections are necessary to ensure correction of any deficiency or defect, the Gig Harbor fire marshal shall charge a fee of \$30.00 per hour with a one-hour minimum and to be computed in one-quarter-hour increments, not to include travel time. All requested inspections which require a report will be processed under subsection Q4 of this section, Building Official Inspections.

3) **Article IV Permits.** The fire prevention bureau shall charge fees for processing permit applications required pursuant to Article IV of the Uniform Fire Code as now enacted or hereafter amended. The amount of the fee shall be set by ordinance of the Gig Harbor City Council and fee schedules shall be made available to members of the public upon payment of

photocopying charges. When any occupancy requires multiple permits, the Gig Harbor fire marshal shall charge the highest of the several fees plus one-half of all other required fees.

4) **After Hours Inspection.** For any inspections authorized or required pursuant to the Uniform Fire Code and for which it is necessary to have an inspection made after normal business hours, which are Monday through Friday, 8:30 a.m. until 5:00 p.m., or on recognized City of Gig Harbor holidays, the Gig Harbor City Fire Marshal shall charge an inspection fee of \$45.00 per hour with a minimum of one hour to be measured in quarter-hour increments including travel time.

5) **Building Official Inspections** \$50

6) **Radon Testing.** The applicant for a building permit to construct a new single-family or multi-family building within the City of Gig Harbor shall pay \$15.00 for each living unit to cover the cost of supplying the owner of each new living unit a three-month etched track radon measuring device in accordance with a new section to RCW Chapter 19.27.

G. ADVERTISING FEES:

For those applications which require a notice of public hearing to be published in a newspaper of general circulation, the applicant shall bear the costs of all advertising.

H. COPY SERVICES

1)	Zoning Map (18" x 24")	\$2.50
2)	Zoning Code	\$18.00
3)	Comprehensive Plan	\$15.00
4)	Shoreline Master Program	\$10.00

APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST:

Mark E. Hoppen, City Administrator
City Clerk

Filed with City Clerk: 1/19/94

Passed by City Council:

Date Published:

Date Effective:



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: Mayor Wilbert and City Council

FROM: Tom Enlow

DATE: January 18, 1994

SUBJECT: 1994 Salary Schedule Ordinance

INTRODUCTION

At the time the 1994 budget ordinance was adopted, the employees' guild contract was still under negotiation. The salary schedule included in that ordinance listed guild member salary ranges at their 1993 rates and indicated that they would change when the guild contract was approved. This ordinance reflects the salary ranges approved in that contract.

RECOMMENDATION

Staff recommends the approval of this ordinance at its final reading during the next meeting.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, AMENDING
ORDINANCE 654, RELATING TO THE ESTABLISHMENT OF THE 1994 CITY
PERSONNEL SALARY SCHEDULE.**

WHEREAS, RCW Chapter 35A.33.075 requires that the City adopt a yearly budget ordinance setting the next year's salary schedule for city employees; and

WHEREAS, the City complied with the above and adopted Ordinance No. 654 setting the next year's salary schedule for city employees, but because of on-going negotiations with the employee guilds, not all salaries had been established at that time;

WHEREAS, the City's collective bargaining agreements with the employee guilds contemplated that the final salaries established through such negotiation would be effective January 1, 1994;

WHEREAS, Ordinance No. 654 must be amended to set forth the salaries established in the collective bargaining agreements; now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR DO ORDAIN AS FOLLOWS;

Section 1. Ordinance No. 654 is hereby amended to establish and adopt the 1994 personnel salary schedule as set forth in Attachment 'A', attached hereto and incorporated herein by this reference. As provided in the collective bargaining agreements, the salaries are effective January 1, 1994.

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

APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST:

MARK E. HOPPEN
City Administrator/Clerk

Filed with City Clerk: 1/14/94
Passed by City Council:
Date Published:
Date Effective:

ATTACHMENT "A"
1994 SALARY SCHEDULE

<u>POSITION</u>	<u>RANGE</u>	
	<u>Minimum</u>	<u>Maximum</u>
City Administrator	\$4,410	\$5,513
Public Works Director	3,949	4,936
Chief of Police	3,736	4,670
Planning Director	3,481	4,351
Finance Director	3,358	4,197
Police Lieutenant	3,209	4,012
Police Sergeant	2,869	3,587
Public Works Supervisor	((2,934))3,088	((3,668))3,860
Sewer Plant Supervisor	((2,729))2,872	((3,411))3,590
Fire Marshal/Building Official	((2,633))2,830	((3,291))3,538
Construction Inspector	((2,490))2,565	((3,113))3,206
Associate Planner	((2,485))2,559	((3,106))3,199
Police Officer	2,491	3,114
Sewer Plant Operator	((2,394))2,526	((2,993))3,158
Equipment Operator	((2,381))2,500	((2,976))3,125
Maintenance Worker	((2,229))2,340	((2,786))2,925
Engineering Technician	((2,214))2,281	((2,768))2,851
Administrative Assistant	2,210	2,762
Court Administrator	((2,021))2,132	((2,526))2,665
Laborer	((1,887))1,982	((2,359))2,477
Court Clerk	((1,837))1,933	((2,296))2,416
Police Clerk	((1,774))1,854	((2,218))2,318
Accounting Clerk	((1,774))1,943	((2,218))2,429
Utility Clerk	((1,774))1,943	((2,218))2,429
Office Clerk	((1,620))1,685	((2,025))2,106
Assistant Municipal Court Clerk	((1,620))1,750	((2,025))2,187
Administrative Receptionist	((1,591))1,639	((1,989))2,049

SUMMARY OF ORDINANCE NO. _____

of the City of Gig Harbor, Washington

On the _____ day of January, 1994, 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 654, RELATING TO THE ESTABLISHMENT OF THE 1994 CITY PERSONNEL SALARY SCHEDULE.

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

DATED this _____ day of January, 1994.

Mark E. Hoppen, City Clerk

Filed with City Clerk: 1/14/94
Passed by City Council:
Date Published:
Date Effective:



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: KITSAP COUNTY JAIL SERVICES CONTRACT
DATE: FEBRUARY 6, 1994

INTRODUCTION/BACKGROUND

Attached is a renewal for the Kitsap County Jail contract for 1994. In effect, it is a new contract, although it references the terms of the original 1989 contract, which was non-renewable and for a one year term. The terms have remained the same since the original contract.

RECOMMENDATION

Move approval of the "addendum" to the contract. (Unless counsel wishes to reconstruct it.)

KITSAP COUNTY/CITY OF GIG HARBOR
ADDENDUM TO CONTRACT FOR
INCARCERATION OF CITY PRISONERS

WHEREAS, KITSAP COUNTY, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as County) and the CITY OF GIG HARBOR (hereinafter referred to as City), have entered into a contract on April 17, 1989 for the services provided under the contract; and

WHEREAS, the COUNTY and CITY desire to enter into an addendum reflecting the intentions of both parties; now, therefore,

IN CONSIDERATION of the mutual covenants contained herein, it is hereby agreed as follows:

Section 3, amended in 1992, to remain as follows:

Section 3 - Payment: For those persons delivered to County by City pursuant to Section 1, City shall pay County forty-six dollars (\$46.00) per person confined for each twenty-four (24) hour period or confinement or portions, thereof.

Section 13 is amended as follows:

Section 13 - Term of Contract: The terms of this contract shall be for one (1) year, beginning on January 1, 1994 and ending on December 31, 1994, unless sooner terminated by the parties set forth in Section 14.

DATED this _____ day of _____, 1994.

CITY OF GIG HARBOR

Mayor

DATED this _____ day of _____, 1994.

KITSAP COUNTY SHERIFF'S OFFICE

Pat L. Jones, Sheriff

DATED this _____ day of _____, 1994.

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

Win Granlund, Chairman

Billie Eder, Commissioner

Matt Ryan, Commissioner

ATTESTED:

Holly Anderson, Clerk of the Board

CONTRACT REGARDING THE INCARCERATION OF CITY PRISONERS

WHEREAS, KITSAP COUNTY (hereinafter referred to as County) owns and operates a correctional facility at the county seat in Port Orchard, Washington, which is suitable for the detention and incarceration of adult persons; and

WHEREAS, CITY OF GIG HARBOR (hereinafter referred to as City) needs a suitable facility for the detention and incarceration of adult persons arrested by its police officers or committed to confinement by its courts; and

WHEREAS, RCW 39.34 and RCW 70.48.090 authorize and empower County and City to contract with one another regarding the detention and incarceration of adult persons;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Detention/Incarceration. County shall accept from City for detention and/or incarceration pursuant to the terms of this Agreement; provided, there is sufficient space available in the County Correctional facility, those adult persons:

- a. Arrested, with or without warrant, for a violation of an ordinance or resolution of City; or
- b. Whose detention is continued solely on the basis of a City "hold"; or
- c. Committed to terms of imprisonment by courts of City; or
- d. Arrested or incarcerated for a violation of state law where one of the following circumstances exist:
 - 1) The state law violation is charged in lieu of a violation of a City ordinance or resolution where such ordinance or resolution is similar in its prohibition to the state law violation;
 - 2) The state law violation is charged in lieu of a repealed or amended City ordinance or resolution where the repeal occurred subsequent to the subscription of this agreement and where, at the time of the repeal, there existed a state law similar in its prohibition and penalty to the repealed ordinance or resolution.

Section 2. Other Crimes. This agreement shall not apply to nor effect County's responsibility for the detention or incarceration of persons whose acts could not have been prohibited by means of municipal ordinance.

Section 3. Payment. For those persons delivered to County by City pursuant to Section 1, City shall pay County thirty dollars (\$30.00) per person confined for each twenty-four (24) hour period of confinement or portion thereof.

Section 4. Monthly Billings. County shall bill City on a monthly basis. City shall remit upon such bills within thirty (30) days of receipt.

Section 5. Operation Standards. County shall operate its correctional facility in accordance with the standards enunciated in RCW 70.48 and WAC 289.

Section 6. Presentation for Confinement. Upon presentation of an individual for confinement or as soon thereafter as is practicable, City shall advise the staff of the corrections facility of the duration or other terms of confinement of the given individual. City shall provide a copy of any warrant of arrest or commitment.

Section 7. Duration of Confinement. County shall incarcerate persons received from City until the following occurs:

- a. Expiration of the term of confinement as indicated in a warrant of commitment; or
- b. Upon posting of bail; or
- c. For those held upon probable cause without judicial process, upon a directive from an officer of City to release such person; or
- d. For those held upon probable cause without judicial process, upon the passage of two business days; Provided, prior to releasing any person pursuant to this subsection, County shall attempt to contact City to ascertain City's desires with regard to the person.

Section 8. Remittal of Bail Moneys. County shall remit to City on a daily basis the money received by County as bail from City's prisoners.

Section 9. Medical and Dental Care.

- a. County shall provide to City's prisoners at no additional charge those routine medical services which are provided to other prisoners for which the health care provider does not render a separate billing for providing care to a specific individual.
- b. City shall reimburse County for dental services, prescription drugs, and for medical services which constitute emergency or necessary care for which a health care provider renders a separate billing for providing care to a specific City prisoner.

Section 10. Transportation Service. This agreement does not provide for the transportation of City's prisoners.

Section 11. Limitation upon Assignment. Neither party may assign this contract without the written consent of the other.

Section 12. Hold Harmless.

- a. City shall indemnify and hold harmless County and its agents, officers and employees from all claims, suits, damages, and costs of any nature whatsoever arising from matters which occurred prior to the time a prisoner is delivered to County for detention or incarceration or from an arrest alleged to have been made without probable cause.
- b. County shall indemnify and hold harmless City and its agents, officers and employees from all claims, suits, damages and costs of any nature whatsoever arising from the sole negligence of County during the detention of a prisoner or the failure of County to release a prisoner as provided in Section 7.

Section 13. Term of Contract. The term of this contract shall be for one (1) year, beginning on Jan 1 1989 and ending on Dec 31 1989, unless sooner terminated by the parties as set forth in Section 14.

Section 14. Termination. This agreement may be terminated by either party upon ninety (90) days written notice to the other party. Such notice shall also be transmitted to the Washington State Corrections Standards Board. Such notice shall include the grounds for termination and specific plans for accommodation of the affected jail population.

DATED this 17th day of April, 1989.

CITY OF GIG HARBOR

Don McCarty
Don McCarty Mayor

ATTEST:

Michael R. Wilson
Michael R. Wilson
City Administrator

Pat Jones, Sheriff

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

John Hosley
Chairman

[Signature]
Commissioner

[Signature]
Commissioner

ATTEST:

[Signature]
Clerk of the Board



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: OCS COMPUTER SUPPORT AGREEMENT
DATE: FEBRUARY 6, 1994

INTRODUCTION/BACKGROUND

OCS Technologies Inc., a successor to Syntax Application Products, holds the maintenance contract for the maintenance and repair of our court operations software. This contract offers a single rate per year for coverage. Tom Enlow would be our designated system administrator. The contract provides for automatic renewal unless 60 days prior notice is provided.

RECOMMENDATION

Approve the contract with OCS for the 1994 year.



August 13, 1993

RECEIVED
AUG 16 1993

Gig Harbor Municipal Court
Attn: Catherine Washington
P.O. Box 145
Gig Harbor WA 98335

Re: 1994 OCS Support Services

Dear Ms. Washington:

In 1994, OCS will continue to provide computer system support services to our customers.

OCS software support provides operator assistance and technical troubleshooting via telephone and/or modem. It also includes software enhancements and release updates of the OCS programs.

Hardware maintenance includes parts and labor for repair and maintenance for covered hardware components.

The following maintenance and support information is provided for budget planning for your fiscal year 1994.

Date of Billing:	01/01/94
Period Covered:	01/01/94 - 12/31/94
Hardware Maintenance:	\$NONE
OCS Software Support & Maintenance:	\$1,800 + 147.60 tax = \$1947.60

These figures reflect all hardware and software purchases through July 1, 1993. Maintenance figures will be adjusted pro-rata for any purchases from July 1 to the beginning of the next maintenance period.

Please be aware that the State of Washington has advised OCS that all maintenance contracts are subject to 8.2% state sales tax. The above amounts are before taxes.

You will be receiving the OCS SoftServe and Hardware Agreements, along with the actual maintenance invoice later in the year.

OCS remains committed to providing a total support package for our clients. We hope this information will assist you with your 1994 budget process. Please feel free to call our office at (206) 939-9510 if you have any questions.

Sincerely,

Dave Stevenson
NW Division Manager

OCS TECHNOLOGIES INC.

1501 West Valley Hwy. N., Suite 104, Auburn, WA 98001 Telephone: (206) 939-9510 Facsimile: (206) 833-1368



December 29, 1993

Subject: Annual Support and Maintenance Services

All of us at OCS, especially the Auburn staff, would like to thank you for letting us serve you during 1993. We have worked hard to provide the services you need to keep your OCS systems operating effectively and hope that our efforts have helped you achieve your objectives for the past year.

During 1993, OCS provided your department with operational support and maintenance for one or more of the following OCS products: ***DispatchManager, LEMS Records, CourtManager, TicketManager, RecordsManager, or JailManager***. In addition to technical support and troubleshooting assistance from our Customer Support Department, we also continued our efforts to maintain and enhance the applications with new release updates. For example:

- * Our new police records management application, *RecordsManager*, has been in use by several agencies as we prepare it for general release to *LEMS* customers. After many months of work, *RecordsManager* is producing WIBR data submission which has been accepted by WASPC. Completion of this work was delayed due to software development work which had to be completed by WASPC so they could receive WIBR data. We plan to release *RecordsManager* at the OCS Washington User Group conference in March. We expect to begin scheduling *LEMS* customers for conversion to *RecordsManager* soon after the User Group Conference.
- * *JailManager* has been improved with updates to correct previous software bugs and linked to the *RecordsManager* "master name file" to enable the two applications to operate cooperatively. This version will be released at the same time as *RecordsManager* after the Washington User Group Conference.
- * A new *CourtManager* release 2.21 was released in December 1993. It includes enhancements as well as error corrections. The next release of *CourtManager* is scheduled for July 1994. It will include enhancements and changes requested by the *CourtManager* users.
- * *DispatchManager* was updated during 1993 with changes requested by the users. We have also developed a "data bridge program" between *DispatchManager* and *RecordsManager* which will be released along with *RecordsManager*.

- * The next release of *TicketManager* has just entered testing and will be released by mid-year 1994. It includes enhancements as well as error corrections.

We know software support and maintenance will continue to be vital requirements of our customers in the year ahead. Therefore, OCS is proposing to continue providing you support and maintenance services in 1994. The OCS SoftServe Agreement is the best choice for our customers to obtain on-going service and support of your OCS application systems. With the SoftServe Agreement you are able to obtain our services for a fixed fee, so there is no need to estimate how many hours of service or assistance your Department might need in the course of a year.

The OCS Auburn Customer Support Center operates from 8:00 A.M. to 5:00 P.M. Pacific Time, Monday through Friday, excluding national holidays. Our objective is to respond to all calls within two hours and in most cases our response time is much less.

The services included with the SoftServe Agreement are :

Application Software Support - operating assistance for the administrator of the OCS application software your agency is using. This service will include telephone consultation support. When necessary computer modem communication will also be utilized.

Application Software Maintenance - providing corrections, updates, and enhancements to the OCS application software code and/or user documentation.

The enclosed "SoftServe Agreement" defines the services OCS will provide and defines the application systems which are included. This new Agreement is based on essentially the same terms and conditions we have committed to in the past. To accept the SoftServe Agreement, we ask that you do the following:

1. Sign both copies of the Agreement on page 4.
2. Complete the System Administrator information on Schedule C.
3. Send one completed copy back to OCS Auburn and retain one for your files.
4. Process the enclosed invoice for payment. The invoice reflects the fee which is stated on Schedule B of the SoftServe Agreement. This is also the same annual fee amount we proposed in our Fall 1993 letter to you for planning your 1994 budget. Payment of the invoice by February 1, 1994 entitles your department to the stated support services for 1994.

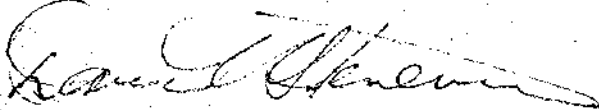
If you choose not to purchase support and maintenance under the SoftServe Agreement, you can still request service on a time and materials basis. Please call us if you have questions about OCS's support services.

As you know, OCS has been experiencing almost continual growth since the spring of 1992. ~~The Syntax Application Products Division was purchased by OCS in 1992 and became the basis of OCS's Northwest Region.~~ Since then, OCS has made four additional acquisitions of companies which provide software and services to public safety and criminal justice agencies. OCS now has six offices across the U.S. and we are supporting over 400 customers.

In addition to supporting the application software now used by our customers, we are actively preparing enhanced products to meet the growing and changing needs of our customers. Our objective is to enable you to take full advantage of current and future technology for information management. Our large customer base of public safety and criminal justice agencies and large experienced staff (over 200) will enable us to provide better solutions and more options than we could as a very small company. We will keep you advised as new systems, software products, or services are available for your consideration.

If you have questions about any of our products or services ... or want to discuss particular needs of your department, please call us. We are looking forward to working with you in the coming year.

Sincerely,



David Stevenson
Manager, Northwest Region

Enclosures



INVOICE

Customer Number
#GigHCt

Invoice Date
January 3/94

Invoice Number
#A9443

TO: Gig Harbor Municipal Court
P.O. Box 145
Gig Harbor WA 98335

SHIP TO: Same
Attn: Catherine Washington

DESCRIPTION

AMOUNT

OCS SOFTWARE MAINTENANCE & SUPPORT
per signed SoftServe Agreement

\$1,800.00

Period of: January 1, 1994 through December 31, 1994

TAX: \$ 147.60

PLEASE PAY THIS AMOUNT: \$1,947.60

TERMS: NET 30 Days

Please make check payable to: OCS Technologies.

SOFTSERVE AGREEMENT

BETWEEN

OCS TECHNOLOGIES, INC.,

a company incorporated pursuant to the laws of Washington State and having its office at:

1501 W. Valley Highway, Ste 104
Auburn Washington 98001
(hereinafter referred to as OCS)

OF THE FIRST PART, AND:

Gig Harbor Municipal Court
P.O. Box 145
Gig Harbor WA 98335
(Hereinafter referred to as Licensee)

OF THE SECOND PART.

In consideration of the material covenants herein, the parties hereto now agree as follows:

ARTICLE 1. DEFINITIONS

- (a) **Authorized Computer System** shall mean the computer hardware listed in Schedule A hereto, together with **System Software** separately described in Schedule A.
- (b) **Enhancement** means an update, revision, fix, modification or upgrade made to the **Product** and authorized by OCS for general distribution to all **Licensees** of the **Product**.
- (c) **Fee Schedule** means OCS's fee schedule as published by OCS from time to time for goods and services not described in Schedule B.
- (d) **New Release** means any subsequent version of the **Product** including **Enhancement** made available to the **Licensee** and recommended for use by OCS pursuant to this **SoftServe Agreement**.
- (e) **OCS Applications Software** means the proprietary **Programs** developed and marketed by OCS.
- (f) **System Software** means the system software described under that heading in Schedule A hereto, together with any modifications which have been made by OCS in accordance with the provisions of this **SoftServe Agreement**.
- (g) **Product** means collectively the **Programs** and **Related Materials** in the releases and versions originally supplied to the **Licensee** and marketed by OCS under the brand name identified in Schedule B, including without limitation **OCS Applications Software**.
- (h) **Program** shall mean any computer process which forms part of the **Product** including without limitation printed listings or print-out forms produced from machine readable input, required operating instruction input information or format specifications necessary for operation of any **Program** which forms part of the **Product**,

together with **Enhancements** and copies made by the **Licensee** in accordance with provisions of this **SoftServe Agreement**, or any portion of the foregoing, but not including **System Software**.

- i) **Related Materials** means any and all information and documentation of any kind, in any form, (not including **Programs**) but including without limitations to data, operating manuals, designs, codes and proprietary computer languages which pertain in any manner to the **Product** and which have been obtained at any time by the **Licensee** directly or indirectly from **OCS**.
- (j) **SoftServe Services**, means the supply of **Support Services, Maintenance, Enhancement Services** or any combination thereof.
- (k) **Support Services** means the supply of counseling, advice, assistance and post-training instruction in connection with the **Product**.
- (l) **Third-Party Applications Software** means those **Programs** that are not **OCS Applications Software** as hereinafter defined.

ARTICLE 2. SUPPORT SERVICES

OCS will have available competent support personnel to provide telephone consultation to the **Licensee** relative to the **Product** between 8:00 am and 5:00 pm Pacific Standard Time, Monday through Friday excepting normal business statutory holidays of Washington State. The support services will be provided by telephone using either voice or computer modem connection.

OCS will provide one year of customer support service to **CUSTOMER** without additional investment. This service will include up to thirty (30) telephone consultation support incidents per year. A particular incident related to a condition, problem, or question may involve more than one telephone contact and will be counted as one incident.

Customer support services in addition to thirty (30) incidents per year will be invoiced to customer, and **CUSTOMER** will pay **OCS**, at the then current published **OCS** hourly rate for such services. These services will be charged in fifteen (15) minute increments.

ARTICLE 3. LICENSEE OBLIGATIONS

- (a) Licensee must designate one qualified employee as system administrator per Schedule C of this Agreement. This system administrator will be responsible for the daily administration of the computer package, system software, and **OCS Applications Software**.
- (b) Licensee must equip the computer package with a modem and telephone line for use by system administrator and **OCS Support Services**.
- c) Licensee must keep the computer hardware in proper operating condition.

ARTICLE 4. MAINTENANCE SERVICES

A staff of competent programmers will be maintained by **OCS** to ensure the continued development and improvement of the **Product**. Periodically **New Releases** of the **Product** containing **Corrections or Enhancements** developed by **OCS** will be distributed to the **Licensee** along with one copy of relevant updates to the **Related Materials** at no charge pursuant to this **SoftServe Agreement**.

ARTICLE 5. SUPPORT RESTRICTION

OCS is under no obligation to provide **SoftServe Services** to any versions of the **Product** except the then current **New Release** of the **Product** as made available to the **Licensee** by **OCS** and the immediately preceding **New Release** version of the **Product**.

ARTICLE 6. CHARGES

The **Licensee** shall pay to **OCS** the **annual SoftServe Fees** set forth in Schedule B for the period defined in Schedule B. Payment terms are NET 30 days from date of invoice.

ARTICLE 7. RENEWAL

This **SoftServe Agreement** shall be renewed automatically for a period of one year at the end of the initial period and each subsequent year at the then current **SoftServe Fee** unless, at least 60 days prior to any renewal date, one party gives to the other notice in writing of its intent not to renew upon such expiry date or unless terminated in accordance with Article 9.

ARTICLE 8. TERMINATION

This **SoftServe Agreement** may be terminated by notice in writing by **OCS** if the **License Agreement** in respect of the **Product** is terminated for any reason or if the **Licensee** fails to pay any charges owed by **Licensee** to **OCS** when such charges become due and payable.

ARTICLE 9. LIMITATION OF LIABILITY

OCS makes no warranties or representations, either express or implied, by operation of law or otherwise, with respect to any services supplied under this **SoftServe Agreement**. **OCS** expressly disclaims any warranty of merchantability or fitness for a particular purpose. In no event shall **OCS** be liable for special, incidental, consequential or indirect damages arising out of the use, performance or furnishing of any software service. **OCS's** liability to the **Licensee** shall be limited to the amount paid or payable by the **Licensee** under this **SoftServe Agreement** during the preceding twelve (12) months. **OCS** shall not be liable for any loss of use, revenue or profit even if **OCS** shall have been advised of the possibility of such potential loss or damage or any claim or action brought against the **Licensee** by any third party.

OCS warrants that personnel chosen as maintenance persons shall be qualified for such purposes.

ARTICLE 10. GENERAL

This **Agreement** constitutes the complete agreement as to the subject matter hereof between **OCS** and the **Licensee** and supersedes all previous proposals, both oral and written, representations, negotiations, commitments and other communications between the parties. Neither party shall be deemed to be in default for any delay or failure to perform its obligations under this **SoftServe Agreement** resulting from acts of God, the elements, strikes, shortages of parts, labor or transportation or any other causes beyond the reasonable control of such party.

IN WITNESS WHEREOF the parties have executed this **SoftServe Agreement** as at the date set out below:

FOR OCS

PER: 
Authorized Signature

TITLE: NW Mgr

DATE: 12 28 93

FOR LICENSEE

PER: _____
Authorized Signature

TITLE: _____

PER: _____

TITLE: _____
Authorized Signature

DATE: _____

SOFTSERVE AGREEMENT
OCS TECHNOLOGIES, INC.

SCHEDULE A

Authorized Computer System

Computer Hardware

- 1) Local area network (LAN) system
- 2) Computer processing unit consisting of one dedicated LAN file server.
- 3) LAN workstations and peripherals

Computer Operating System

- 1) MS-DOS 3.X and Higher
- 2) Novell NetWare

SOFTSERVE AGREEMENT
OCS TECHNOLOGIES, INC.,

SCHEDULE B

SoftServe Agreement for January 1, 1994 through December 31, 1994

Products Covered by this Agreement:

1) CourtManager

Total Annual SoftServe Fee (excluding WA Sales Tax) \$1,800

Support services not included in the SoftServe Agreement will be charged at \$95 per hour.

SOFTSERVE AGREEMENT
OCS TECHNOLOGIES, INC.

SCHEDULE C

LICENSEE must designate one qualified employee as system administrator:

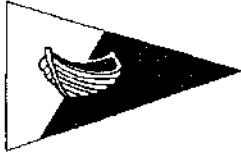
Name

Title

Business Address

Business Telephone

Fax Number



City of Gig Harbor. The "Maritime City."
3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: EAST-WEST ROAD RESOLUTION
DATE: FEBRUARY 6, 1994

INTRODUCTION/BACKGROUND

For several years the City of Gig Harbor has been supporting Alternative 3 of the Pierce County plan for an east-west corridor between the Seacliff Area and the Swede Hill Interchange which will allow transient traffic to circumvent city streets in a time-effective manner. Of four alternatives in a Pierce County study, performed by Entranco Engineers, Alternative 3 from Swede Hill to 112th Street was both approved by the Pierce County Hearings Examiner and feasible as the most flexible of the two southerly alternatives to potentially connect the traffic stream from Drummond Drive to Peacock Hill Road.

Shortly, the issue of corridor selection from Swede Hill to Peacock Hill will be before the County Council. **On Thursday, March 3, 1994, the Public Works Committee of the County Council is currently scheduled to hold a public hearing at the Peninsula High School Auditorium from 7:00 to 9:00 p.m. to provide for public response to the Alternative 3 proposal. The March 3 hearing is supposedly the first of two hearings on this issue, although the date of the second hearing is not yet set.** The following resolution makes a statement of the City of Gig Harbor's intent to the County Council. The resolution asks the County Council: 1) to support the Alternative 3 connection from Swede Hill to Peacock Hill at 112th Street and 2) to work to design and construct this road segment as soon as possible.

RECOMMENDATION

Motion to approve the resolution of support for the East-West Road.

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

A RESOLUTION OF SUPPORT FOR THE PIERCE COUNTY COUNCIL TO ESTABLISH THE ROADWAY CORRIDOR AND TO ENTER INTO THE DESIGN AND CONSTRUCTION OF PART I OF THE EAST/WEST ROAD.

PART I - SR-16 TO PEACOCK HILL AVENUE THROUGH THE ROUTE IDENTIFIED AS ALTERNATIVE 3 WITHIN PIERCE COUNTY'S ENTRANCO ENGINEERS STUDY

PART II - PEACOCK HILL AVENUE TO CRESCENT VALLEY

WHEREAS, existing commuters from Peacock Hill continually request of the County an alternative access to SR-16 without the need to go through the City; and,

WHEREAS, steep-slope truck traffic up and down Peacock Hill Avenue and through the City should be reduced for safety improvement and for noise abatement; and,

WHEREAS, the deterioration of city streets is currently exacerbated beyond normal limits by existing county development off Peacock Hill Road, which has resulted in heavy truck and auto traffic through Peacock Hill and the City; and,

WHEREAS, the Entranco traffic engineering study by Pierce County indicates 3,400 current Peacock Hill daily vehicle trips and 6600 Peacock Hill daily vehicle trips by the year 2010 on City of Gig Harbor streets without the construction of Part I; and,

WHEREAS, the City of Gig Harbor's city-conducted 1992 traffic study suggests more rapid and pronounced Peacock Hill traffic growth than the Entranco study; and,

WHEREAS, the Pierce County Hearings Examiner Case No. AE20-91/Swede Hill Corridor EIS found that the EIS was adequate for the purposes of establishing the road corridor from the Swede Hill interchange to Peacock Hill Avenue NW; and,

WHEREAS, the Pierce County Hearings Examiner in the same case explained that the only deficiencies in the EIS involved study areas east of Crescent Valley Drive NW and could affect the road corridor between Peacock Hill Avenue NW and Crescent Valley Drive NW; and,

WHEREAS, environmental concerns as defined in the State Environmental Policy Act should be satisfied prior to the establishment of Part II of the corridor; and,

City of Gig Harbor
Resolution No. ____

WHEREAS, immediate action on the final design plan of Part I is requested by the owners of Gig Harbor North, by all elected representatives of the residents of the City of Gig Harbor, by many residents of the Peacock Hill area, and by the neighborhoods adjacent to Gig Harbor's North Harborview, Harborview, and Stinson Avenues; and,

WHEREAS, the Peninsula School District needs a suitable future site in this area for both an elementary school and a middle school, which would be feasible with this corridor selection; and,

WHEREAS, the major cost of construction of Part I would be borne by private interests; and,

WHEREAS, the developers of Gig Harbor North are committed to work with the City, the school district, the neighborhoods, and Pierce County to determine the exact design of the Alternative 3 corridor;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gig Harbor, Washington:

That the City of Gig Harbor request the Pierce County Council to support the selection of an Alternative 3 corridor from the Swede Hill Interchange to Peacock Hill Avenue at 112th Street (described as Part I in this resolution). And further, that the Pierce County Council direct the County Executive to authorize Pierce County Public Works to work with the City of Gig Harbor and all affected property owners to complete the design and construction of this Swede Hill to Peacock Hill route as soon as possible.

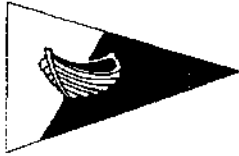
PASSED this _____ day of _____, 1994.

ATTEST:

Gretchen A. Wilbert, Mayor

Mark E. Hoppen
City Administrator/Clerk

Filed with City Clerk:
Passed by City Council:



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: BEN YAZICI, DIRECTOR OF PUBLIC WORKS *BY*
SUBJECT: EAST-WEST ROAD, PREFORMATION EXPENDITURE
DATE: JANUARY 27, 1994

INTRODUCTION

The Gig Harbor North Property owners, Pope Resources, (Thompson Properties and Tucci & Sons) have selected a consultant firm to do preliminary design work for the East-West road. The property owners are requesting the City of Gig Harbor enter into a Local Improvement District (LID) Preformation Expenditures Agreement. We have the authority to enter such agreement by RCW 35.43.184. I am recommending we enter into such an agreement with the property owners as long as they understand that the City may choose not to form a Local Improvement District for this project.

BACKGROUND/ISSUES

The East-West Road is probably the most important transportation project that will ever be built in Gig Harbor. We have actively supported the construction of this road over the last five years and the project has been under consideration for perhaps the last twenty years.

The first phase of the project connects Peacock Hill Avenue to SR-16 at the Swede Hill Interchange. This portion is surrounded by the Gig Harbor North properties and the property owners are anxious to get this portion built. They have selected the consultant firm of Parametrix, Inc. to design the project.

Financing the project can be handled in a number of ways, i.e., totally funded by the City and County; a combination of City, County, and Developer funds; formation of an LID; totally financed by the developers, etc. Among those options, the developers perceive that LID financing is the most reasonable for them. If so, they would like to enter into an LID Preformation Expenditure Agreement to be credited for the expenses they are going to incur for the design of this project when the LID is formed .

I believe we should encourage the developers to vigorously pursue the design and construction of this project. Furthermore, I think we should assist them with this process in any way we can to expedite the schedule of project completion as we have a vital interest in the project. However, we are not in any position to commit any type of financial assistance at this time for several reasons including: (1) the project is outside the city limits; (2) the annexation of the properties has/not been completed; and, (3) the alignment of the road is not yet approved by the County Council.

Some preliminary design work can be completed for the project design regardless of what alignment is chosen among the four possible alternatives for the East - West Road. All of the alternatives are connected to the SR-16 at the Swede Hill Interchange. Significant design work must be done at this location before Washington State Department of Transportation (WSDOT) issues any channelization plan approval. Some of you may remember that it took the City approximately two years to obtain WSDOT's approval for the Stinson Avenue Extension Project that we built two years ago.

By entering into a Preformation Expenditure Agreement, we will be encouraging the Developer to continue on their work for the project completion as we are not disregarding any financing option for the project including LID. At the same time, we will let them know that, by signing this agreement, we are not committing to formation of an LID in the future. The LID may never be formed and they may end up paying the total cost of project if the Council chooses to have them pay upfront for the total cost of the project, i.e., Developer Extension Project.

The Gig Harbor North property owners should understand that the City has been and is supporting Alternative #3 of the four alternatives being considered in the EIS of the East-West Road. The Preformation Expenditure Agreement will be limited to work that is performed only for the Alternative #3 alignment.

FISCAL IMPACT

Entering into a Preformation Expenditure Agreement with Gig Harbor North property owners will have no fiscal impact on the City. In the event an LID is not formed within six years from the date of the agreement, or if the council chooses not to form an LID, the property owners will have no rights to claim reimbursement for preliminary design costs.

RECOMMENDATION

I recommend a council motion to authorize the Public Works Director and the City Attorney to develop and execute a Preformation Expenditure Agreement with Gig Harbor North property owners with the understanding that the agreement will in no way obligate the city to either form the LID nor to reimburse any property owners for any preformation expenses they may incur in the event the LID is not formed for any reason whatsoever.

5700 Kitsap Way, Suite 202 Bremerton, WA 98312
206-377-0014 • 206-383-1835 • Fax: 206-479-5961



December 23, 1993
PMX #23-2442-01

City of Gig Harbor
Department of Public Works
P.O. Box 145
Gig Harbor, Washington 98335

Attention: Mr. Ben Yaziki
Director of Public Works

Subject: Pierce County/Gig Harbor East-West Road
SR-16/Swede Hill Interchange to Peacock Hill Avenue

Dear Mr. Yaziki:

Enclosed is a copy of a contract between our firm and Thompson Properties Four to begin preliminary design and to supplement the environmental impact statement on the subject project.

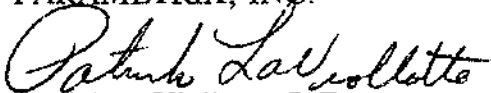
Our client would like to enter into a Preformation Expenditure Agreement with the City to provide for reimbursement of these costs when a Local Improvement District is formed, in accordance with RCW 35.43.184.

We would be pleased to meet with you at your convenience to discuss this agreement and the project in general. We would also like to meet with you and representatives from the WSDOT to lay out any design parameters and to map out a process to keep communication channels open.

I will phone you in about a week to set up a meeting and answer any questions you might have.

Sincerely,

PARAMETRIX, INC.


Patrick LaViollette, P.E.

Enclosure

cc: Kathryn Thompson
Jeff Peacock





Parametrix, Inc.

Sumner Kirkland Bremerton Portland

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

PARAMETRIX OFFICE ADDRESS 5700 Kitsap Way; Suite 202, Bremerton, WA 98312

PROJECT NAME Gig Harbor E-W Road PROJECT NUMBER 83-2442-01

CLIENT Thompson Properties Four

ADDRESS 20021 Ballinger Way N.E., Suite C

Seattle, WA 98155-1297

SUBJECT TO THE TERMS of this agreement, Parametrix, Inc. shall perform the following services: As provided in Task 1 - Exhibit A. Tasks 2 through 5 will be added by supplement to this agreement.

COMPENSATION by the CLIENT to Parametrix, Inc. to be on the basis of Time and expense basis not to exceed \$11,100.00. Provided, however, that written authority to proceed will be required based upon funding availability. Upon approval of the Agreement by client, Parametrix will have authority to expend up to \$5,000.00 for work in Task 1.

When compensation is on a cost-reimbursable basis, a service charge of 15 percent will be added to Direct Expenses. All sales; use, value added, business transfer, gross receipts, or other similar taxes will be added to ENGINEER's compensation when invoicing CLIENT.

OTHER TERMS (including time for performance or completion of the work) This agreement authorizes work under Task 1 only for a period of six months from the date of agreement.

Services covered by this Agreement will be performed in accordance with the PROVISIONS stated on Page 2 of this form and any attachments or schedules. This Agreement supersedes all prior agreements and understandings with respect to the work contemplated under this agreement and may only be changed by written amendment executed by both parties.

Approved for CLIENT
 By _____
 Title _____
 Date _____

Accepted for PARAMETRIX, INC.
 By *Walter L. Berschauer*
 Title Walter L. Berschauer, Branch Manager
 Date 12/20/93

PROVISIONS

1. Authorization to Proceed

Execution of this Agreement by the CLIENT will be authorization for Parametrix, Inc. to proceed with the work, unless otherwise provided for in this Agreement.

2. Salary Costs

Parametrix Salary Costs, when the basis of compensation, are the amount of wages or salaries paid Parametrix, Inc. employees for work directly performed on CLIENT's Project plus a percentage applied to all such wages or salaries to cover all payroll-related taxes, payments, premiums, and benefits.

3. Per Diem Rates

Parametrix Per Diem Rates, when the basis of compensation, are those hourly or daily rates charged for work performed on CLIENT's Project by Parametrix, employees of the indicated classifications. These rates are subject to annual calendar year adjustments; include all allowances for salary, overheads and fee; but do not include allowances for Direct Expenses.

4. Direct Expenses

Parametrix's Direct Expenses, when part of the basis of compensation, are those costs incurred on or directly for the CLIENT's Project, including, but not limited to, necessary transportation costs, including current rates for Parametrix vehicles; meals and lodging; laboratory tests and analyses; computer services; word processing services; telephone, printing, binding and reproduction charges; all costs associated with outside consultants, and other outside services and facilities; and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges when furnished by commercial sources and on the basis of current rates when furnished by Parametrix, Inc.

5. Payment to Parametrix, Inc.

Monthly invoices will be issued by Parametrix for all work performed under this Agreement. Invoices are due and payable on receipt. Interest at the rate of 1 1/2 % per month, or the maximum permitted by law if lesser, will be charged on all past-due amounts starting 30 days after date of invoice. Payments will first be credited to interest and then to principal.

6. Standard of Care

The standard of care applicable to Parametrix, Inc.'s services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services.

7. Termination

This Agreement may be terminated for convenience by either party on 30 days' written notice; or for cause, if either party fails to substantially perform the work in accordance with this Agreement through no fault of the other and does not commence correction of such work and nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, Parametrix will be paid for all authorized work performed up to the termination date plus termination expenses, such as but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs. Termination expenses not to exceed 10% of the Contract amount.

8. Cost Opinions

Any cost opinions or Project economic evaluations provided by Parametrix, Inc. will be on a basis of experience and judgment, but, since it has no control over market conditions or bidding procedures, Parametrix, Inc. cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions; and client waives any claim for the accuracy or inaccuracy of such opinions.

9. Limitation of Liability

Notwithstanding any other provisions of this agreement, Parametrix's liability for CLIENT's damages will not exceed the compensation received by Parametrix under this Agreement.

10. Severability and Survival

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. The limitations of liability and indemnities will apply regardless whether Parametrix' liability arises under applicable statute or case or common law, including without limitation by reason of enumeration herein, negligence, strict liability or any other type of cause of action, and shall apply to Parametrix, its officers, and employees.

The law of the state, or province, of WA shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it; venue of any lawsuit shall be in Pierce County.

11. Asbestos or Hazardous Substances

To the maximum extent permitted by law, the CLIENT will indemnify and defend Parametrix and its officers, employees, subconsultants, and agents from all claims, damages, losses, and expenses, including, but not limited to, direct, indirect, or consequential damages and attorney's fees arising out of or relating to the presence, discharge, release, or escape of hazardous substances, contaminants, or asbestos on or from the Project.

12. No Third Party Beneficiaries

This Agreement gives no rights or benefits to anyone other than the CLIENT and Parametrix, Inc. and has no third party beneficiaries.

Parametrix's services are defined solely by this Agreement, and not by any other contract or agreement that may be associated with the Project.

13. Insurance

Parametrix shall maintain public liability and property damage insurance which shall protect Parametrix from personal injury or property damage claims arising from its negligent performance of work under this Agreement. The limits of liability for such insurance shall be \$1,000,000 combined single limit.

14. Disputes

In the event of any dispute arising out of this agreement, the parties agree to submit the dispute to non-binding mediation and binding arbitration under the then prevailing rules of the American Arbitration Association (AAA) for construction industry disputes, provided that no party objects to arbitration within 30 days after a demand for arbitration is filed with AAA. In any action brought for such dispute, the prevailing party shall be entitled to recover its reasonable costs and attorney fees.

EXHIBIT A

Preliminary Scope of Work and Budget

Task 1 - Department of Transportation/Interchange Coordination

- Meet with WSDOT design team and the City of Gig Harbor to layout design parameters.
- Conduct traffic study of interchange/intersections based on Pierce County data.
- Perform a topographic survey of easterly half of the interchange and adjacent property.
- Develop conceptual alternatives for interchange/intersection plans (two).
- Meet with Thompson Properties/Popc Resources to discuss alternatives; refine if necessary.
- Meet with WSDOT headquarters to review preferred alternative.
- Prepare an "Interchange Plan for Approval" to submit to WSDOT.

Task 1 Budget - \$11,100

Task 2 - Drainage Basin Analysis

- Identify extent of all influence basins and quantify flows.
- Design drainage structures (preliminary).
- Submit hydraulic analysis report to the City of Gig Harbor.

Task 2 Budget - \$4,640

Task 3 - Route Surveying

- Establish alignment.
- Cross-section alignment (assume Alternative 3, 50-ft intervals x 200-ft width)
- Develop existing ground profile.
- Identify environmentally sensitive areas along alignment.
- Map intersection area at Peacock Hill Avenue NW.

Task 3 Budget - \$19,500

Task 4 - Preliminary Design/Assessment Estimates

- Identify all beneficiaries of improvements and prepare preliminary assessment roll.
- Develop cost sharing formula.
- Develop preliminary roadway design.
- Meet with City and County staff for design review, and then refine.

EXHIBIT A (Cont.)

- Develop cost estimates for overall roadway improvement project.

Task 4 Budget - \$10,200

Task 5 - Supplementary Environmental Impact Statement

- Data Collection, Field Investigation.
- Draft EIS (includes analysis in the following areas)

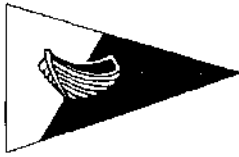
Natural Environment

1. Earth/soils
2. Water
 - ground water
 - surface water
3. Wetlands
 - a. delineation (as needed for Alt. 3 alignment)
 - b. mitigation
4. Fisheries (Crescent Creek fisheries; McCormick Creek)
5. Air Quality

Built Environment

6. Transportation
7. Noise
8. Land Use
9. Visual Quality
11. Parks and Recreation
12. Hazardous Materials
13. Public Services/Utilities

*Task 5 Budget - \$57,000 - \$65,000
(budget is dependent upon extent of wetlands
identified and mitigation requirements)*



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL

FROM: TOM ENLOW, FINANCE DIRECTOR

DATE: JANUARY 27, 1994

SUBJECT: EDEN SYSTEMS SUPPORT AGREEMENT

INTRODUCTION

The annual technical support agreement for our accounting software needs to be renewed. The language and format of the agreement have changed, but the terms and costs are consistent with previous agreements and practices.

The agreement also describes Eden Systems' new Software Subscription Service which we will be receiving soon. This service will initially involve conversion of our programs and data to the most current versions, the use of a new compiler which is more compatible with our other software, and updated (hopefully, more accurate) documentation. This conversion could be difficult, but I am hopeful that this new service will improve Eden Systems' ability to respond to program errors and to modify our programs in response to changing needs of all their users. This service will enable us to receive these modifications periodically without additional charge. We will also be able to purchase new programs or significant enhancements at a 25% discount. We will probably have to amend this support agreement to add the service. The annual cost will be \$735 but the 1994 fee will be prorated from the date of installation.

RECOMMENDATION

Staff recommends a Council motion directing the Mayor to sign the agreement.

Eden Systems, Inc. Support Agreement - 1994
January 1, 1994

Customer Name: City of Gig Harbor

Customer Address: 3105 Judson

City/St/Zip: Gig Harbor, WA 98335

This Support Agreement is made and entered into by and between Eden Systems, Inc.; 5015 Tieton Drive; Yakima, Washington 98908, hereinafter "EDEN" and the agency named above, hereinafter "CUSTOMER".

WHEREAS, EDEN and CUSTOMER have entered into certain Eden Systems, Inc. License Agreements under which CUSTOMER obtained a non-exclusive, nontransferable license to use certain computer software in object code form and related user documentation hereinafter "THE SYSTEM" on certain terms and conditions;

WHEREAS, EDEN has the source code and other support documentation for THE SYSTEM in its possession and EDEN desires to make and offer to CUSTOMER the maintenance modifications, enhancements and new releases provided for herein; and

WHEREAS, EDEN desires to offer CUSTOMER certain services with respect to THE SYSTEM on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises hereof, and the mutual obligations herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions - For the purpose of this Agreement, the following definitions shall apply:

1.1 "The System". The computer software described in Exhibit A of the License Agreement(s), including any extracts from such software, derivative works of such software, or collective works constituting such software (such as subsequent releases) to the extent offered to CUSTOMER under this agreement or the License Agreement.

1.2 "Agreement Term". An initial period of one (1) year or less, commencing on the first day following CUSTOMER acceptance that applies to THE SYSTEM pursuant to the Licensing Agreement and ending on the last day of the fiscal year for which the support is provided. Thereafter the Agreement Term shall automatically renew for successive periods of one year each unless and until terminated pursuant to Section 6 hereof. In no event, however, shall the Agreement Term extend beyond the prescribed term of the License Agreement.

1.3 "Error". Any failure of THE SYSTEM to conform in all material respects to the documentation for THE SYSTEM published from time to time by EDEN. However, any nonconformity resulting from CUSTOMER's use or improper use of THE SYSTEM or combining or merging THE SYSTEM with any hardware or software not supplied by EDEN shall not be considered an Error.

1.4 "Error Correction". Either a software modification or addition that, when made or added to THE SYSTEM, establishes material conformity of THE SYSTEM to the functional specifications, or a procedure or routine that, when observed in the regular

operation of THE SYSTEM, eliminates the practical adverse effect on CUSTOMER of such conformity.

1.5 "Enhancement". Any modification or addition that, when made or added to THE SYSTEM, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Enhancements may be designated by EDEN as minor or major, depending on EDEN's assessment of their value and of the function added to THE SYSTEM preexisting.

1.6 "Normal Working Hours". The hours between 8AM and 5PM local time on the days Monday through Friday, excluding regularly scheduled holidays of EDEN.

1.7 "Releases". New versions of THE SYSTEM, which new versions may include both Error Corrections and Enhancements determined by EDEN.

2. Scope of Service

2.1 During the Agreement Term, EDEN shall render support, services and products to be determined by CUSTOMER's choices for same exercised on Exhibit A. Such support, services and products will be provided by EDEN during Normal Working Hours.

3. Fees and Charges

3.1 CUSTOMER shall pay EDEN its fees and charges based on the rate schedule and fees set forth in Exhibit A hereto attached. EDEN reserves the right to change its rate schedule at the beginning of each Agreement Term, provided that no such fees and change will be effective until at least 90 days after EDEN has given CUSTOMER written notice of such change. Such written notice may be in the form of a statement in EDEN's newsletter.

3.2 CUSTOMER shall reimburse EDEN for travel expenses including but not limited to such things as transportation, lodging, meals and telephone expenses incurred by EDEN in rendering services to CUSTOMER under this agreement.

3.3 CUSTOMER shall be responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware necessary to operate THE SYSTEM and to obtain from EDEN the services called for according to EDEN's then existing policy.

4. Proprietary Rights

4.1 To the extent that EDEN may provide CUSTOMER with any Error Corrections or Enhancements or any other software, including any new software programs or components, or any compilations or derivative works prepared by EDEN (collectively, "Vendor Programs"), CUSTOMER may (1)install one copy of the Vendor Programs, in the most current form provided by EDEN, in CUSTOMER's own facility; (2)use such Vendor Program(s) in connection with THE SYSTEM, and in a manner consistent with the requirements of the License Agreement, for purposes of serving CUSTOMER's internal business needs; and (3)make one copy of Vendor Programs in machine-readable form for nonproductive backup purposes only. CUSTOMER may not use, copy, or modify the Vendor Programs, or make any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by EDEN.

4.2 The Vendor Programs are and shall remain the sole property of EDEN, regardless of whether CUSTOMER, its employees, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid EDEN for the use of the work product. CUSTOMER shall from time to time take any further action and execute and deliver any further instrument, including documents of assignment or acknowledgment, that EDEN may reasonably request in order to establish and perfect its exclusive ownership rights in such works. CUSTOMER shall not assert any right, title, or interest in such works, except for the non-exclusive right of use granted to CUSTOMER at the time of its delivery or on-site development.

5. Disclaimer of Warranty and Limitation of Liability

5.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EDEN EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SYSTEM OR THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. Termination

6.1 This Agreement may be terminated as follows:

- a. Upon the termination of the License Agreement; or
- b. Upon the expiration of the then current term of this Agreement, provided that at least 60 days' prior written notice is given to the other party; or
- c. Upon 60 days' prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice period.

7. Miscellaneous

7.1 Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. The parties agree that this is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes and merges all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.

7.2 This Agreement and the parties' obligations hereunder shall be governed, construed, and enforced in accordance with the laws of the State of Washington.

7.3 In the event that any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall be enforced to the maximum extent permitted by applicable law.

7.4 Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party, except to a successor of all or substantially all of its business and properties.

7.5 The waiver by either party of any term or condition of this Agreement shall not be deemed to constitute a continuing waiver thereof nor of any further or additional right that such party may hold under this Agreement.

CUSTOMER SIGNATURE:

CUSTOMER NAME:

CUSTOMER TITLE:

DATE SIGNED:

Eden Systems, Inc. Support Agreement - 1994
Exhibit A - Support Program/Rate Schedule

Rate Schedule - EDEN's hourly rate for all types of services from January 1, 1994 through December 31, 1994 is \$90.

Support Program - EDEN records indicate the support and product coverage chosen by your agency (indicated by check marks) is as follows for the Agreement Term:

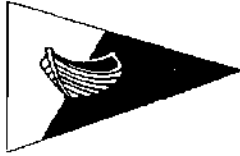
Basic:	\$3675.00
SSS:	\$
Tax on SSS:	\$
Total:	\$3675.00

Standard Support Program (Basic)

- a. EDEN shall maintain a program control center capable of receiving by telephone, operator reports of system irregularities;
- b. EDEN shall maintain a telephone hotline that allows CUSTOMER to report system problems and seek assistance in use of THE SYSTEM;
- c. EDEN shall maintain a trained staff capable of rendering the services set forth in this Agreement;
- d. EDEN shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to EDEN in accordance with EDEN's standard reporting procedures. Following completion of the Error Correction, EDEN shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction, and EDEN shall include the Error Correction responsible for correcting Errors in any version of THE SYSTEM other than the most recent Release of THE SYSTEM, provided that EDEN shall continue to support prior Releases superseded by recent Releases for a reasonable period sufficient to allow CUSTOMER to implement the newest Release, not to exceed 60 days.
- e. EDEN shall consider and evaluate the development of modifications for the specific use of CUSTOMER and shall respond to CUSTOMER's requests for additional services pertaining to THE SYSTEM (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to by EDEN and CUSTOMER and transacted on an EDEN AFPS (Authorization For Professional Services).

Software Subscription Service (SSS) - In addition to items a-e above:

- f. EDEN may, from time to time, issue new Releases of THE SYSTEM to its customers. A new Release may contain Error Corrections, minor Enhancements, and major Enhancements if EDEN so elects. EDEN shall provide CUSTOMER with one copy of each new Release, without additional charge. EDEN shall provide reasonable assistance to help CUSTOMER install and operate each new Release, provided that such assistance, if required to be provided at CUSTOMER's facility, shall be subject to the supplemental charges set forth in this Exhibit.
- g. EDEN may, from time to time, offer major Enhancements to its customers generally for an additional charge. To the extent that EDEN offers such Enhancements, it shall allow CUSTOMER to license each Enhancement for 25% discount off the retail list price or fair market value if retail list price is not fixed.
- h. Subject to space availability, CUSTOMER may enroll its employees in EDEN's training classes, held at EDEN's facilities in Seattle, Washington or Macon, Georgia, for regular or advanced training.



City of Gig Harbor. The "Maritime City."
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(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: BUSINESS LICENSE ORDINANCE
DATE: FEBRUARY 7, 1994

INTRODUCTION/BACKGROUND

Attached is the first reading of an ordinance which refines the business licensing process. The current code is incomplete in several areas in regards to business licensing, and the licensing process is referenced in two different locations in the code. This ordinance will combine the licensing regulations under one title.

In addition, we were advised by legal counsel that our Chapter 5.12 of the code pertaining to Merchant Patrolmen must be repealed pursuant to new State regulations governing Security Guards and Merchant Patrolmen. This ordinance also repeals the section governing guards and patrolmen.

POLICY

This policy format provides for the alteration of business license fees by resolution. References to non-transferability, disclaimers of city liability, prohibited uses, general qualifications, procedures for approval or denial, or for suspension or revocation are all explicit in this new ordinance, whereas the existing ordinance is split into two sections and vague.

RECOMMENDATION

This is the first reading of this ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO GENERAL BUSINESS LICENSING, DESCRIBING THE PROCESS FOR BUSINESS LICENSING APPLICATION, REVIEW, APPROVAL, AND APPEALS, SETTING FEES FOR INITIAL APPLICATION AND RENEWAL, DEFINING VIOLATIONS AND PROVIDING PENALTIES; AMENDING GIG HARBOR MUNICIPAL CODE TITLE 5 TO ADD A CHAPTER 5.01; AND REPEALING GHMC SECTIONS 3.16.030; 3.16.031; 3.16.040; AND 3.16.080; AND REPEALING GHMC SECTION 5.12 - MERCHANT PATROLMEN PURSUANT TO RCW 18.170.140.

WHEREAS, the City of Gig Harbor has inadequate guidelines for the regulation and licensing of business and occupations, and

WHEREAS, it is necessary to establish these guidelines for the purpose of insuring adherence to municipal regulations, and

WHEREAS, in order to insure uniformity in licensing, and to be more administratively efficient, these guidelines will appear in whole under Title 5 Business and Occupation Licenses and Regulations rather than under Title 3 Chapter 3.16 Business and Occupation Tax; and

WHEREAS, the State has preempted the governing of Security Guards and Merchant Patrolmen pursuant to RCW 18.170.140, it is necessary to repeal Chapter 5.12 of the Gig Harbor Municipal Code;

NOW, THEREFORE,

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

Section 1. Chapter 5.01 of the Gig Harbor Municipal Code is hereby amended to read as follows:

Chapter 5.01

PURPOSE AND POLICY

Sections:

- 5.01.010 Definitions.**
- 5.01.020 Requirements.**
- 5.01.030 Exemptions.**
- 5.01.040 Transferability.**

- 5.01.050 Disclaimer.
- 5.01.060 Prohibited Use.
- 5.01.070 General qualifications.
- 5.01.080 Application procedure.
- 5.01.090 Renewal.
- 5.01.100 Businesses outside city limits.
- 5.01.120 Approval or denial.
- 5.01.130 Suspension or Revocation.
- 5.01.140 Exercise of power.
- 5.01.150 Violation - Penalty.
- 5.01.160 Civil action.
- 5.01.170 Severability.

5.01.010 Definitions. For the purposes of this Chapter, the following terms, phrases, words, and their derivations shall have the meanings given herein.

- A) "Business" included all activities, occupations, pursuits or professions located and/or engaged in within the city with the object of gain, benefit or advantage to the licensee or to another person or class, directly or indirectly, whether part-time or full-time. Each business location shall be deemed a separate business. Utility companies are defined as businesses.
- B) "Person" means any individual, firm, partnership, company, corporation, association, receiver, assignee, trust, estate, joint venture, group, joint stock company, business trust, society or any group of individuals acting as a unit.
- C) "Licensee" means any business granted a business license by the city.
- D) "Premises" includes all lands, structures and places, and also any personal property which is either affixed to or is otherwise used in connection with any such business conducted on such premises.
- E) "City license officer" is the City Administrator or his/her designee.

5.01.020 Requirements. It is unlawful for any person, firm, or corporation to engage in or carry on within the city any business, profession, trade or occupation designated in this chapter without first having obtained from the city a license to do so. All licenses issued pursuant to the provisions of this ordinance shall be posted in a prominent location at the premises where the license business, profession, trade or occupation is carried on. In addition to the business license other permits or licenses may be required for certain businesses.

5.01.030 Exemptions. All businesses operated not-for-profit shall be exempt from paying a business license fee upon application and satisfactory proof to the city license officer of said not-for-profit status.

5.01.040 Licenses not transferable. No license issued under the provisions of this chapter shall be transferable or assignable. When a business changes ownership, or upon substantial change in the type of business operated, a new business license shall be required.

5.01.050 Disclaimer of city liability. Issuance of a license pursuant to this chapter does not constitute the creation of a duty by the city to indemnify the licensee for any wrongful acts against the public, or to guarantee the quality of goods, services or expertise of a licensee. The issuance of a license does not shift responsibility from the licensee to the city for proper training, conduct or equipment of the licensee or his agents, employees or representatives, even if specific regulations require standards of training, conduct or inspection.

5.01.060 Prohibited use. A license hereunder shall not be issued to any person who uses or occupies or proposes to use or occupy any real property or otherwise conducts or proposes to conduct any business in violation of the provisions of any ordinance of the City of Gig Harbor or of the statutes of the State of Washington. The granting of a business license shall in no way be construed as permission or acquiescence in a prohibited activity or other violation of the law.

5.01.070 General qualifications of licensees. No license shall be issued, nor shall any license be renewed, pursuant to the provisions of this chapter to:

- A) An applicant who is not 18 years of age at the time of the application, unless he shall obtain the written consent of said applicant's parent or guardian to make said application, together with a covenant on behalf of said parent or guardian that he or she will be responsible for a guarantee of performance of the minor making application;
- B) An applicant who has had a similar license revoked or suspended, pursuant to Section 5.01.130, or its predecessor;
- C) An applicant who shall not first comply with the general laws of the state;
- D) An applicant who seeks such a license in order to practice some illegal act or some act injurious to the public health or safety;
- E) Any person who is not qualified under any specific provision of this title for any particular license for which application is made.

Any person, including city officials, may submit complaints or objections to the city license officer regarding the application for any license, and the city license officer is additionally authorized to request and receive information from all city departments as will tend to aid him in determining whether to issue or deny the license. Such information shall be confidential unless a hearing is requested on the application, or if the applicant shall request the information in writing. All information, complaints or objections shall be investigated and considered by the city license officer prior to issuing, denying or renewing any license.

5.01.080 Application Procedure.

- A) The city license officer is authorized to prepare a schedule of fees for general business licenses issued, and when approved by the city council by resolution, such schedule shall govern the amount of the license fee.
- B) Application for a business license shall be made at the office of the city license officer on a form to be furnished for that purpose and shall be accompanied by the proper fee. Each such application shall be signed by the person, or other authorized representative of the firm or corporation to be licensed. If the application is denied, the fee shall be returned to the applicant.
- C) No license shall be issued until the application has been fully completed and all applicable ordinances have been fully complied with. In addition, any business requiring a state or federal license shall obtain said licenses and provide the city with proof of their issuance prior to the issuance of a city business license or any renewal thereof
- D) Business licenses shall be granted annually, and due July 1st. If a new business application is made within six (6) months of the date fixed for expiration, the fee shall be one-half the annual fee.

5.01.090 Renewal. Applications for renewal of business licenses must be completed and returned to the city license officer, together with the renewal fee, prior to July 1st of each year. The city license officer shall send a renewal notice to each licensee at the last address provided to the city. Failure of the licensee to receive any such form shall not excuse the licensee from making application for and securing the required renewal license, or from payment of the license fee when and as due hereunder. A business license shall expire on July 1st of the year following issuance, if not renewed as described herein. A penalty of \$5.00 per month, which shall not be prorated, shall be assessed on any delinquent license renewal which has not been paid on or before August 1st of any year.

5.01.100 Licenses for businesses located outside City limits. Businesses located outside the city which furnish or perform services within the city limits, and which conduct business during more than thirty (30) calendar days within a calendar year, shall hereafter apply and pay for a business license.

5.01.120 License approval or denial. The city license officer shall collect all business license fees and shall issue business licenses to all persons who submit an application, pay the fee and are qualified under the requirements of this chapter and shall:

- A) Submit all applications to the planning department, building division, fire marshal, public works department, utility department and police department for their endorsements as to compliance by applicant with all city regulations which they have the duty of enforcing.

- B) Upon approval of the application, the license shall be issued and delivered to the applicant.
- C) The city license officer shall notify the applicant in writing by certified mail of the denial of the application and the grounds therefore. Within 10 calendar days after receipt of the city's notification of application denial, the applicant may request an appeal and hearing before the hearing examiner, by filing a written notice of appeal and paying the hearing examiner filing fee. The City Licensing Officer shall notify the applicant by mail of the time and place of the hearing. If request for hearing is not received within the time specified, the license officer's decision shall be final.
- D) If an application for a business license is denied and the applicant has filed a timely appeal of such denial, the applicant shall not conduct any business for which a business license was denied, during the pendency of the appeal.

5.01.130 Suspension or Revocation procedure.

- A) In addition to the other penalties provided by law, any business license issued under the provisions of this chapter may be denied, revoked or suspended at any time, should any or all of the following conditions apply:
 - 1. The license was procured by fraud, false representation, or material omission of fact; or
 - 2. The licensee or any of its employees, officers, agents or servants, while acting within the scope of their employment, violates or fails to comply with any of the provisions of this chapter; or
 - 3. The licensee's continued conduct of the business for which the license was issued has or will result in a danger to the public health, safety or welfare, or the violation of any federal or state law or any ordinance or regulation of the city; or
 - 4. The licensee, or any of its employees, officers, agents or servants has been convicted in any court of violating any federal, state or city criminal statute or ordinance upon the business premises stated in the license; or
 - 5. The place of business does not conform to city ordinance; or
 - 6. The license is being used for a purpose different from that for which it was issued.
- B) The licensee shall be notified of said suspension or revocation in writing by sending notice by certified mail to the mailing address stated in the license. Said notice shall state the intention of the city to revoke or suspend said license, the reason for such suspension or revocation, and the date and time of the meeting of the city council at which such will be considered, and the right of the licensee to appear at said meeting and be heard in opposition to such revocation or suspension. Such notice shall be given by certified mail to the licensee at least fourteen days prior to the date of said hearing.

- C) Upon revocation of any license as provided in this chapter, no portion of the license fee shall be returned to the licensee.
- D) The city council's decision on such business license shall represent the final action by the city, unless an appeal is made to the Superior Court of Pierce County, within 10 working days of such decision.
- E) It is unlawful for any person whose license has been revoked or suspended to continue operation of the business enterprise, or to keep the license issued to him/her in his/her possession and control, and the same shall immediately be surrendered to the city license officer. When revoked, the license shall be canceled, and when suspended, the city license officer shall retain it during the period of suspension.

5.01.140 Exercise of Power. This ordinance shall be deemed an exercise of the power of the city to license for revenue and regulation, and nothing in this ordinance shall be construed to repeal or affect any other ordinance of the city which purports to regulate some business or activity pursuant to the general police power of the city, notwithstanding the fact that such ordinance may or might contain provisions relating to the licensing of such activity.

5.01.150 Violation -- Penalty.

- A) Monetary Penalties.
 - 1. Penalty for operation of a business enterprise without a license shall be assessed by the city license officer in an amount not to exceed \$100.00. This penalty shall not apply to business enterprises failing to pay the license renewal fee as set forth in subsection 2 below.
 - 2. Failure to pay the license fee within 30 days after the date of expiration shall subject the licensee to the penalty set forth in Section 5.01.090 to reinstate the license, in addition to the required license fee.
- B) Collection. Any license fee or tax due and unpaid and delinquent under this ordinance, and all penalties thereon may be collected by civil action initiated by the city attorney, and which remedy shall be in addition to any and all other existing remedies and penalties.
- C) Each day of such failure or refusal to comply with the provisions of this chapter or the violation of same constitutes a separate infraction under this chapter.

Section 2. Gig Harbor Municipal Code sections 3.16.030, 3.16.031, 3.16.040 and 3.16.080 are hereby repealed.

Section 3. Gig Harbor Municipal Code section 5.12 has been repealed in its entirety.

Section 4 - Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional of invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this ordinance.

Section 5 - Effective Date. This ordinance shall take effect and shall be in full force and effect five (5) days after its passage, approval and publication as required by law.

PASSED by the Council of the City of Gig Harbor, this day of _____, 1994.

APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST:

MARK E. HOPPEN
City Administrator/Clerk

Filed with City Clerk: 2/2/94
Passed by City Council:
Date Published:
Date Effective:



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TO: MAYOR WILBERT AND CITY COUNCIL
FROM: BEN YAZICI, DIRECTOR OF PUBLIC WORKS *BY*
SUBJECT: SURVEYING EQUIPMENT PURCHASE
DATE: FEBRUARY 8, 1994

INTRODUCTION

The City Council allocated \$7,500.00 in the 1994 budget for the purchase of a new surveying transit station. After reviewing the Washington State Bid List, it became apparent that we cannot purchase the transit station for \$7,500.00. It will cost us approximately \$15,000.00. However, the purchase of the transit station will enable the Public Works Department to complete in-house design and survey work that we have had to hire a consultant for in the past and will result in considerable cost savings. In fact, although we had budgeted \$15,000 for the Harborview Drive street end scenic viewpoint, with this equipment, most of the work will be done within the Department and only a small portion of the work will require an outside consultant. Accordingly, I am requesting that the Council authorize us to purchase the transit station for up to \$15,000 from the State Bid List with the additional \$7,500 transferred from the Harborview Street End project budget, leaving \$7,500 in the budget for this project.

BACKGROUND/ISSUES

The City owns and has been using an old transit station. The station is not accurate, is cumbersome to use, and is entirely manual. The field data is recorded manually and entered into the AUTOCAD manually. This type of data recording is also very time consuming and very conducive to operator error. For example, it literally took us four weeks to complete the centerline profile of Peacock Hill Avenue during the design stage last year. After four weeks of work, we then had to go back to correct the field data after it became obvious that there was an error in the profile. With improved technology and equipment, this work could have been done within six hours.

During the budget process, we obtained a quote for the purchase of a new station for \$8,000; our budget allowance of \$7,500 assumed that this price would be reduced somewhat in a competitive bidding situation. However, this bid was on equipment that we have since discovered is not the most reliable. After checking with other surveyors and agencies, we determined that Nikon is the most reliable brand. In addition, the Nikon equipment is under contract with the Washington State Department of General Administrator, Office of State Procurement. We can legally use their bid to purchase this equipment, as we have done a number of times in the past for various purchases.

The state bid list contains a total station price with attachments with a total purchase price ranging from \$10,000 to \$40,000. Listed below is an itemization of the station and the attachments we will need to make the station the most functional and manual operation free:

1) Nikon A20LG total station	\$8,610.00
2) Chicago Steel 60WDW20HV tripod (2@ \$140 each)	280.00
3) Omni 2225 Tribach	313.00
4) Seco 2070 Tribach adapter	53.00
5) Norita OC154ECL Prism w/Seco 8080 Bag (2@ \$134 each)	268.00
6) Seco 5100 Prism Pole	126.00
7) TDS 48-GX Data Collector	<u>1,295.00</u>
Total	10,945.00
W.S.S.Tax	886.55
Purchasing Adm. Fee (1.9%)	<u>224.80</u>
Subtotal	12,056.35
Software	<u>2,207.94</u>
 Grand Total	 <u>\$14,264.29</u>

We also looked at renting this equipment. The identical equipment is not available for rent, but similar equipment rents for approximately \$1,300.00 per month. We would need it at least for three consecutive months and otherwise on an as-needed basis. It is estimated the annual cost of renting the equipment would be from \$4,500 to \$5,500. This option does not appear to be an attractive one at this price.

POLICY ISSUES

When we purchased the ACAD station about three years ago, it was very expensive. With all the inhouse design of projects that we are now able to do with this equipment, the ACAD station paid for itself after the first year of use.

I believe that this surveying equipment will be just as effective for the Public Works Department, if not more so, than the ACAD station. It will increase our efficiency significantly and the station will also pay for itself after the first year of use.

FISCAL IMPACT

The additional funds for the purchase of the surveying transit station will be transferred from the Harborview Drive street end project design fund. The total budgeted amount for this design project is \$15,000.00 of which \$7,500 will be transferred. The Public Works Department will then do the surveying work for this project rather than hiring an outside consultant.

Therefore, the purchase of this equipment will not have a negative impact on the City's 1994 budget.

RECOMMENDATION

I recommend a council motion to authorize the Public Works Director to purchase a surveying transit station with all the necessary attachments for up to \$15,000.00.