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COMMUNITY
RELATIONS

Gig Harbor City Council Meeting

January 13, 2003
7:00 p.m.



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
January 13, 2003 - 7:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE

SWEARING IN CEREMONY: Officer Anthony Adams

CONSENT AGENDA:

These consent agenda items are considered routine and may be adopted with one motion as per Gig Harbor Ordinance No. 799.

1. Approval of the Minutes of City Council Meeting of December 9, 2002.
2. Communications Maintenance Contract.
3. Purchase Authorization for Heritage Markers.
4. Shurgard Reservoir Tank Repainting Project – Inspection Services.
5. Liquor License Assumption: Wasabi Restaurant.
6. Liquor License Renewals: Harbor Arco AM/PM Minimart; Gourmet Essentials; Harbor Inn; El Pueblito; and Market Express.
7. Approval of Payment of Bills for December 23, 2002.
Checks #38271 through #38852 in the amount of \$608,190.94.
8. Approval of Payment of Bills for January 13, 2003.
Checks #38853 through #38990 in the amount of \$313,216.85.
9. Approval of Payroll for the Month of December:
Checks #2244 through #2322 and direct deposit entries in the amount of \$210,377.57.
Payroll checks #2269 through #2295 and miscellaneous direct deposit entries were VOID due to clerical error in issue date (01/03/02).

OLD BUSINESS:

1. Peninsula Recreation Program.
2. Resolution – Replacing the Shared Leave Section of the Personnel Regulations.
3. First Reading of Ordinance – Shooting Sports Facilities.
4. Amendment to Dept. of Ecology Coastal Zone Management Grant Agreement.

NEW BUSINESS:

1. First Reading of Ordinance Relating to Street Vacations - Amending GHMC 12.14.018(A).
2. First Reading of an Ordinance Amending the Title of Ordinance No. 921 – Adopting Amendments to the Comp Plans.
3. Resolution – Sister Cities Policy.
4. Stutz Oil Property Purchase Offer.
5. Professional Services Contract - Appraisal of Stutz Oil Property.
6. Professional Services Contract - Environmental Assessment of Stutz Oil Property.

STAFF REPORTS:

GHPD – November Stats.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

EXECUTIVE SESSION: For the purpose of discussing property acquisition per RCW 42.30.110(b).

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF DECEMBER 9, 2002

PRESENT: Councilmembers Ekberg, Young, Franich, Owel, Dick, Picinich, and Ruffo. Mayor Wilbert was absent and Councilmember Young acted as Mayor Pro Tem.

CALL TO ORDER: 7:03 p.m.

PLEDGE OF ALLEGIANCE

CONSENT AGENDA:

These consent agenda items are considered routine and may be adopted with one motion as per Gig Harbor Ordinance No. 799.

1. Approval of the Minutes of City Council Meeting of November 25, 2002.
2. Correspondence/Proclamations: a) Letter from Jonathan Schlaudraff
3. Appointment of Mayor Pro Tem for 2003.
4. Pump Station 2A Replacement – Contract Amendment #1.
5. Olympic Drive/56th Street Project – Contract Amendment #1.
6. Liquor License Assumption – Fred Meyer Marketplace.
7. Approval of Payment of Bills for December 9, 2002.
Checks #38590 through # 38720 in the amount of \$420,044.83.
8. Approval of Payroll for the Month of November:
Checks #2191 through #2243 and direct deposit entries in the amount of \$208,210.64.

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

OLD BUSINESS:

1. Second Reading of Ordinances – 2001 Comprehensive Plan Amendments. John Vodopich presented the second reading of two ordinances, both adopting and denying several amendments to the 2001 Comprehensive Plan. He said that he had provided ariel photos of applications #01-07 and #01-10, area 9, in response to questions from the last meeting. He added that Council also received a letter dated December 3, 2002, from Paul Kaltinick and Richard Baerg regarding application #01-07, and offered to answer questions.

Larry Gillette – 5615 39th Ave. NW. Mr. Gillette recommended against changing the land use from R-1 to R-2 on application #01-07 due to congestion in this area. He said that he lived just north of this property and currently has trouble getting out of his driveway on 38th. He said that the additional cutting of the trees to get nine units on this property would also affect the sound barrier and drainage. He said that this increase would affect the quality of life.

Geoff Moore – 9216 Randall Drive. Mr. Moore spoke on behalf of Paul Kaltinick. He clarified for the record that they submitted a letter showing a standard, single-family subdivision, adding that they have no intention to build apartments on this property.

Les Wilson – 3719 53rd NW. Mr. Wilson explained that if amendment 01-07 was approved, the property owner would be able to build more than single-family houses, and it would change the neighborhood. He said he was one of those who signed the petition against approval and would like to see the property remain residential.

Mayor Pro Tem Young opened the discussion on the ordinances to Councilmembers. Carol Morris, Legal Council, recommended a motion on each application, then a motion on the final adoption of the ordinances.

Councilmember Ekberg said he would like to recommend that applications #01-01 and #01-02 be denied, as the R-2 zone intent is to be a buffer to residential property. Councilmember Franich concurred, voicing concern that this would set a precedent.

Mayor Pro Tem Young clarified that this request was a change from residential low-designation to residential medium-designation, which would allow a RB zone, but would not be automatic. He continued to say that as he reviewed other neighborhoods, he found it unusual for single-family residences to be located at major intersections with more intense uses across the street. Councilmember Picinich agreed.

Councilmember Dick said that if you follow that logic, you would never use streets as boundaries for zones. He said you should give thought to what works as a boundary. Each zone has to have an adjacent zone, and roads makes a logical boundary. Derek agreed, but said that a busy intersection is an inappropriate location for single-family dwellings, and perhaps a multi-family or other use would be a more appropriate use at this location.

Councilmember Ruffo asked for clarification from Councilmember Ekberg. Councilmember Ekberg explained that his concern is that this change would lead to a transition all along Grandview and down Pioneer. He said a street makes a good stopping point, and made the following motion.

MOTION: Move to delete application #01-01 Uddenberg.
Ekberg/Franich – the results of the roll call vote are as follows:
Ekberg – yes. Franich – yes. Owel – yes. Dick – no. Picinich – no. Ruffo – no.

The clerk asked Mayor Pro Tem Young to vote to break the tie. He voted no and the motion failed, 4 – 3.

MOTION: Move to delete application #01-02 Uddenberg.
Ekberg/Franich – the results of vote:
Ekberg – yes. Franich – yes. Owel – yes. Dick – no. Picinich – no. Ruffo – no.

Mayor Pro Tem Young to voted no to break the tie. The motion failed, 4 – 3.

MOTION: Move to accept application #01-05 Burnham Construction LLC.
Picinich/Ekberg – unanimously approved.

MOTION: Move to accept application #01-06 Burnham Construction LLC.
Picinich/Franich – unanimously approved.

MOTION: Move to accept application #01-010 Gig Harbor/Pierce County Peninsula
Community Plan.
Picinich/Ekberg – unanimously approved.

Carol Morris asked for motions on applications #01-07 and #01-011 before the ordinances were passed. She referred to the request to approve application #01-07, and explained that if Council were to make any significant changes to the ordinance this evening, the ordinance would require another public hearing and subsequently, hold up all the other applications. Councilmember Ruffo asked if there would be a way to limit the amount of dwellings on this property. Carol explained that this could be done through a development agreement, but at this late date, it would require a change to the ordinance and trigger another public hearing. Councilmembers discussed the options. Carol said that the applicant had the option to either have their application denied, or to withdraw the application and submit it at a later date with a development agreement. Mayor Pro Tem asked the application to come forward and let their wishes be known.

Paul Kaltinick said that in view of what he had heard, he asked to have their application #01-07 withdrawn.

Councilmember Owel then offered to withdraw her application #01-11 for Low Impact Development Guidelines, which also been recommended denial by staff. She gave an overview of these guidelines and the recommendation to deny, adding that her withdrawal of the application would make the ordinance recommending denial of the two applications moot.

MOTION: Move to adopt Ordinance No. 921 Amending the City's Comprehensive Land Use Plan.
Dick/Ruffo – unanimously approved.

2. Second Reading of Ordinance – Providing for extension of the LID No. 99-1 Bond. David Rodenbach, Finance Director, explained that this is a one-year extension of a bond due on December 19th. He said that the interest rate would drop to 1.88%.

MOTION: Move to adopt Ordinance No. 922.
Ruffo/Picinich – unanimously approved.

3. Second Reading of Ordinance – Civic Center Revised Hours of Operation. Molly Towslee, City Clerk, presented the second reading of this housekeeping ordinance to amend the code to reflect the actual hours of operation.

MOTION: Move to adopt Ordinance No. 923.
Dick/Picinich – unanimously approved.

NEW BUSINESS:

1. Resolution – Replacing the Shared Leave Section of the Personnel Regulations. Mark Hoppen, City Administrator, explained that this proposal would liberalize the shared leave policy already in place to include the ability to include sick leave. He said that the current vacation leave sharing is not adequate to maintain support to an employee with unforeseen circumstances. He explained that many jurisdictions use shared leave, and that the city's personnel legal representative, Scott Snyder, has reviewed this proposal.

Councilmember Franich asked for an explanation on a shared leave policy. Mark described how employees have the ability to donate leave to another employee going through an extraordinary illness, and who has exhausted their own vacation and sick leave. He said that the

city has a policy in place to donate vacation leave, and this would allow the use of sick leave as well. He said there is a great deal of limitations built into this policy.

Councilmember Picinich said he was familiar with the policy as they have it at the school district. He asked what the total amount that you can donate. Mark explained that this is a value judgment, as we are such a small organization each situation is handled on an ad hoc basis, and as long as it doesn't cost the city a significant amount of money.

Councilmember Dick asked for clarification on the existing sick leave policy. Mark explained that 1440 hours accrual was the limit, and of that, 25% could be paid out upon termination, consistent with the state.

Councilmember Ruffo asked what the 75% remaining would equate to, voicing concerns that this amount would be a potential liability. He then recommended further review of the policy.

Councilmember Young said that the policy is designed to prevent abuse from someone acquiring the shared leave needlessly. He said the purpose of the policy about the point is not having to replace a valuable employee, and that the city is a small enough not to need a cap to avoid the risk of abuse. Councilmember Ruffo said that policies are for protection, and as long as the current administration is in place, but there may be a risk with a change in administration. He said he would like to understand the fiscal implications.

Mark stressed that there have been few instances of the need for this policy, adding that this is about retaining a valuable employee and lend support in a rare situation. He said he does not view this as a risk, but as a way to support an employee in extreme conditions. He reminded Council that this is a resolution that can be changed at any time.

Councilmember Ekberg recommended that language be added to require an annual report on how the leave had been used during the year, then if it necessary, change it at that time.

Councilmember Owel pointed out that this policy was to address catastrophic illness, not a series of illnesses. Mark added that to be eligible, there can be no history of abusive sick leave. Councilmember Franich said he would like to table this to allow more time to learn more about it.

MOTION: Move to table this resolution.
Franich /

The motion failed for lack of a second.

Councilmember Dick said he thought there was a limit on changing anything that affects retirement calculations. He said voiced concerns that once the policy was in place, that it could not be changed or deleted. Councilmember Ruffo asked if this were meant to cover employees in a collective bargaining unit. Mark explained that it covered all employees, and Councilmember Ruffo voiced concerns that once in place, the policy would become a bargaining issue.

Councilmember Young clarified that it wasn't a change in the employee benefit package, but Councilmember Ruffo said that it still could trigger a problem. He said that he was sensitive to the current situation, but thought there may be a better way to deal with this than making policy changes. He said that it would be prudent to have the attorney look at it. Mark explained that

Scott Snyder, the city's personnel attorney, had drafted it. Mark said that he would check with Scott and address the additional concerns, and bring it back at the January meeting, unless it became necessary to accommodate the current situation. If it is necessary, a second meeting in December would be announced.

2. Shurgard Reservoir Tank Repainting Project Award. John Vodopich presented this project for the interior sand blasting, exterior pressure washing, and complete tank repainting of the city's Shurgard steel water tank. He asked David Brereton, Director of Operations, to respond to Council's questions on why the amount exceeded the budgeted amount by such a large amount.

Dave explained that the way the tank was constructed warranted expensive scaffolding measures to complete the interior work. He described the 3-part application process, explaining that the last time the tank was painted was in 1979, a 20-year time period.

MOTION: Move to authorize the award and execution of the contract for the Shurgard Reservoir Tank Repainting to Western Industrial, Inc. in the amount of one hundred ten thousand five hundred thirty-five dollars and forty eight cents (\$110,535.48) and includes retail sales tax.
Picinich/Dick – unanimously approved.

3. Grandview Street Improvement Project CSP-0025, Change Order No. 2. John Vodopich presented this change order and explained that this would increase the contract amount by approximately \$12,000, well below the budgeted amount. He explained the scope of work in the change order, adding that some of the work included small jobs included as alternates in the contract. John clarified that a credit would be received from Porter Brothers for roughly \$4600 for a portion of this change order.

MOTION: Move to authorize execution of Change Order No. 2 for the Grandview Street Improvement Project in the amount of twelve thousand four dollars and thirty-six cents (\$12,004.36), including retail sales tax.
Ruffo/Picinich – unanimously approved.

STAFF REPORTS:

John Vodopich, Community Development Director - Shoreline Master Program Process. John gave an update on the meeting with the Shoreline Master Program Committee and their assessment of proposed direction for the adoption process. He gave an overview of the three alternative paths that came about as a result of the invalidation of the rule to update the SMP by the Department of Ecology. Councilmember Ekberg talked further in the committee meeting, explaining their recommendation to continue to move forward and work toward obtaining more public input.

PUBLIC COMMENT: None.

COUNCIL COMMENTS / MAYOR'S REPORT:

Councilmember Ruffo announced that he would not be present at the January 13, 2003 meeting. He then asked for an update on the Mayor's recovery from surgery. The City Clerk explained that the Mayor was improving and would be released from the hospital shortly.

Councilmember Franich asked for a timeline for improvements to the Skansie Property. John

Vodopich explained that there were no funds identified in the 2003 Budget, but that they have filled the oil tank in the house/ to keep the pipes from freezing. He said that the city had been approached by the Olympic Youth Kayak Club, who would like to use the netshed.

Councilmember Picinich asked about moving the fence. Mark Hoppen said that they would work to identify funds to be able to match the existing fence at Jerisich Park, secure the waterfront / bulkhead, and also to replace the roof on the netshed.

Councilmember Ekberg complimented the Public Works crew on the holiday decorations around town.

ANNOUNCEMENT OF OTHER MEETINGS:

Mayor Pro Tem Young said that there would be no second Council Meeting in December unless something came forward making it necessary.

EXECUTIVE SESSION: For the purpose of discussing potential litigation per RCW 42.30110(i).

MOTION: Move to adjourn to executive session at 8:15 for approximately five minutes to discuss potential litigation.
Picinich/Ruffo – unanimously approved.

MOTION: Move to return to regular session at 8:22.
Picinich/Owel – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 8:22 p.m.
Picinich/Ruffo - unanimously approved.

Cassette recorder utilized:
Mini Disc #1 Tracks 1-3

Derek Young, Mayor Pro Tem

City Clerk



"THE MARITIME CITY"

POLICE DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-2236 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MITCH BARKER *MB*
SUBJECT: COMMUNICATIONS MAINTENANCE CONTRACT
DATE: JANUARY 3, 2003

INFORMATION/BACKGROUND

The Police Department and Public Works Department have used the services of the Pierce County radio shop for communications maintenance for a number of years. This is a year-to-year contract and requires renewal to continue. The renewal date was January 1, 2003. The County was late in sending out the renewal contracts so there has been a delay in presenting these copies.

FISCAL IMPACTS

The rates quoted in the submitted contracts were used in our budget planning for 2003.

RECOMMENDATION

The Police and Public Works Departments recommend that the Council authorize the Mayor to renew the contract with Pierce County for communications maintenance services for 2003.

AGREEMENT FOR COMMUNICATIONS MAINTENANCE PROGRAM

AGREEMENT made January 1, 2003, between PIERCE COUNTY, herein referred to as "County," and CITY OF GIG HARBOR referred to as CITY OF GIG HARBOR.

SECTION I. THE PARTIES

This is a communications maintenance and installation program contract between CITY OF GIG HARBOR and PIERCE COUNTY.

SECTION II. TERM OF AGREEMENT – TERMINATION

This agreement shall commence as of January 1, 2003 and terminate on December 31, 2003. Either party may terminate this agreement upon thirty- (30) days written notice.

SECTION III. OBLIGATIONS OF COUNTY

- A. All maintenance, repair, installation, engineering, and upgrading of CITY OF GIG HARBOR's radio communications system previously agreed to or requested in writing by CITY OF GIG HARBOR shall be carried out by County, according to schedules or arrangements to be negotiated by the parties giving due consideration to the immediacy of the need and the workload of the County.
- B. On notice from CITY OF GIG HARBOR, County shall make any repairs necessitated by normal wear and tear resulting from normal operation, whenever such repairs are required for safe and proper operation of radio system unit.
- C. County and its agents and representatives shall at all reasonable times be given access to the radio system unit for the purpose of inspecting, altering, repairing, improving or adding to or removing the same.
- D. The described work on base station and associated equipment will be done on site. Work on all equipment, including portables, will be performed at the County Radio Shop, which shall include installation of radio equipment in all CITY OF GIG HARBOR's vehicles.

SECTION IV. FEES

CITY OF GIG HARBOR Shall reimburse the County for its services described above, at the rate of Ninety (\$90.00) Dollars per hour from 7:30 a.m. through 3:00 p.m., plus time and one-half or double time adjustments required by law, where performed outside these hours as authorized by CITY OF GIG HARBOR. In addition, the County shall be reimbursed its cost plus 20% for all materials and parts provided by County; except that prior written authorization by CITY OF GIG HARBOR Shall be required for materials or parts in excess of Five Hundred (\$500.00) dollars. Payment shall be made by CITY OF GIG HARBOR within thirty (30) days of presentation of invoice listing time, parts and materials by the County.

SECTION V. INDEMNITY

Notwithstanding anything to the contrary contained in this agreement, CITY OF GIG HARBOR shall not be responsible or liable in any manner whatsoever for, and the County shall indemnify CITY OF GIG HARBOR against any and all claims, suits, damages, costs or expenses arising from or growing out of, or caused directly or indirectly by any defect or error in, or any negligence or error, in connection with the installation, maintenance, engineering or upgrading of the radio system unit performed by the County, except for the sole negligence of CITY OF GIG HARBOR. The County will not be responsible for claims arising out of the Antenna Supporting Structures.

SECTION VI. ASSIGNABILITY

This agreement shall not be assigned by County without the written consent of CITY OF GIG HARBOR. If this agreement is assigned without CITY OF GIG HARBOR's written consent either by act of County or by operation of law, it shall thereupon terminate subject to the provisions herein before set forth.

SECTION VII. GOVERNING LAW

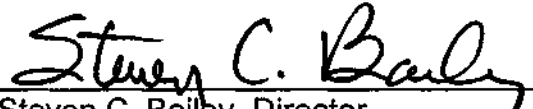
This agreement shall be governed by and construed under the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have executed this agreement this _____ day of _____, 20____.

CITY OF GIG HARBOR

PIERCE COUNTY

BY: _____
Authorized Signatory



Steven C. Bailey, Director
Department of Emergency Management
Radio Communications Division



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-6170 • WWW.CITYORGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PURCHASE AUTHORIZATION FOR HERITAGE MARKERS
DATE: JANUARY 13, 2003

INTRODUCTION/BACKGROUND

An identified project for the historic waterfront was to create heritage markers which would provide an interesting and informative addition to our downtown area. Staff has coordinated design of these markers with the Historical Society. These markers are of a similar design as those installed at other locations on the Key Peninsula.

Price quotations for the heritage markers were requested from vendors in accordance with the City's Small Works Roster process for the purchase of materials (Resolution 593). Two companies were found who could quote the job. The price quotations are summarized below:

<u>Vendor</u>	<u>Total</u> (including sales tax and shipping)
Odyssey Sign & Design	\$ 11,192.30
Sign-a-Rama	\$ 12,986.37

The lowest price quotation received was from Odyssey Sign & Design, in the amount of \$11,192.30, including state sales tax and shipping.

Work is expected to begin following delivery of the signs in January.

ISSUES/FISCAL IMPACT

The purchase of the heritage markers was identified as a project to be completed in 2002. However, there are adequate funds within the adopted 2003 Public Works Budget to complete this project.

RECOMMENDATION

I recommend that the Council authorize the purchase of the signage from Odyssey Sign & Design, as the lowest vendor, for their price quotation proposal amount of eleven thousand, one hundred ninety-two dollars and thirty cents (\$11,192.30), including state sales tax and shipping.



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: SHURGARD RESERVOIR TANK REPAINTING PROJECT
CONSULTANT SERVICES CONTRACT - INSPECTION SERVICES
DATE: JANUARY 13, 2003

INTRODUCTION/BACKGROUND

The repainting of the Shurgard water tank requires highly specialized inspection services to ensure that the sandblasted tank surface and the application of the epoxy coatings are applied in compliance with the project specifications.

After reviewing the Consultant Services Roster, the firm of Krazan & Associates, Inc. was selected as the most qualified to perform the work. Their selection was based on their understanding of the work, past City performance, and extensive specialized testing experience.

Council approval of the Consultant Services Contract is being requested.

POLICY CONSIDERATIONS

Krazan & Associates, Inc. meets all of the City's standard insurance provisions for professional services contracts.

FISCAL CONSIDERATIONS

This project was identified in the adopted 2002 Water Operating Budget and adequate funds exist in the adopted 2003 Budget to perform the work.

RECOMMENDATION

I recommend that the Council authorize execution of the Consultant Services Contract with Krazan & Associates, Inc. for testing services related to the Shurgard Tank Repainting Project in an amount not to exceed two thousand nine hundred sixty nine dollars and fifty cents (\$2,969.50).



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COMMUNITY DEVELOPMENT DIRECTOR
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**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
KRAZAN & ASSOCIATES, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Krazan & Associates, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 20714 State Highway 305 NE, Suite 3C, Poulsbo, Washington 98370 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the repainting of the Shurgard Reservoir Tank Repainting Project, and desires that the Consultant perform inspection services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Services, dated January 7, 2003, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

The Consultant shall perform all work as described in **Exhibit A**.

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Two Thousand Nine Hundred Sixty-Nine Dollars and Fifty Cents (\$2,969.50) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit A – Scope of Services**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by February 28, 2003; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in **Exhibit A**. If delivered to consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the

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

VI. Discrimination

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

VII. Indemnification

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

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

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

VIII. Insurance

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

B. Before beginning work on the project described in this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000 claims made basis.

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible.

D. The City of Gig Harbor shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies.

E. It is the intent of this contract for the Consultant's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and

the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT
Jeff Bowers
Krazan & Associates, Inc.
20714 State Hwy. 305 NE, Ste. 3C
Poulsbo, WA 98370
(360) 598-2126

Stephen Misiurak, P.E.
City Engineer
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-6170

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this 8th day of JANUARY, 2003.

CONSULTANT

CITY OF GIG HARBOR

By: Jeff M. Bowers
Its Principal

By: _____
Mayor

Notices to be sent to:
CONSULTANT
Jeff Bowers
Krazan & Associates, Inc.
20714 State Hwy. 305 NE, Ste. 3C
Poulsbo, WA 98370
(360) 598-2126

Stephen Misiurak, P.E.
City Engineer
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-6170

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing at:

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing at:

My Commission expires: _____

Exhibit A

SCOPE OF SERVICES

DESCRIPTION	UNIT	RATES	AMOUNT
Structural Steel Tank Substrate Inspection	28	\$60.00	\$1680.00
Epoxy Coat Thickness Inspection	16	\$60.00	\$960.00
Mileage	300	.365/mile	\$109.50
Project Management	4	\$55.00	\$220.00
CONSULTING SERVICES - IF REQUIRED			
Field Geologist/Field Engineer		\$60.00/hr.	
Senior Engineering Geologist		\$75.00/hr.	
Senior Environmental Geologist		\$80.00/hr.	
Staff Engineer		\$85.00/hr.	
Senior Engineer		\$95.00/hr.	
Principle Engineer		\$110.00/hr.	
TOTAL ESTIMATED PROJECT BUDGET:			\$2969.50

NOTES:

A four-hour minimum charge applies to structural steel inspection services. All inspections performed will be billed on a portal to portal basis unless specifically noted otherwise. Overtime charges will be billed more than the estimated amount. Additional services requested in addition to the quantities above will be billed at our current rates. Please sign the attached CONTRACT to set prices for this project. This offer terminates ninety calendar days from the date of issue, unless otherwise stated and agreed.

Scope of services

Inspection services for this project will include: Measurement of the post-sandblasted substrate surface for compliance to project specifications. Wet film and dry film coating thickness measurements as required will be conducted. (The coating contractor will supply the Dry Film Thickness gauge or KAI can rent one at the owners expense.) A final letter will be prepared presenting our findings and delivered to the City within one week of the final inspection. Daily reports can be faxed and mailed to the owner weekly or daily if requested.

Krazan & Associates, Inc.

Offices Serving The Western United States



NOTICE OF LIQUOR LICENSE APPLICATION

RECEIVED

DEC 23 2002

CITY OF GIG HARBOR

RETURN TO:

WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov
DATE: 2/17/02

TO: CITY OF GIG HARBOR

RE: ASSUMPTION

From KEIKO'S ENTERPRISE, INC.
Dba WASABI JAPANESE RESTAURANT

APPLICANTS:

JAPANESE CREATIVE CUISINE, INC.

License: 077012 - 1J County: 27
UBI: 601-969-841-001-0002
Tradename: BISTRO SATSUMA
Loc Addr: 5315 PT FOSDICK NW
GIG HARBOR WA 98335-1720

SUETSUGU, TAKEYUKI
1944-06-17 521-78-8919
SUETSUGU, MINAE
1947-04-23 521-78-3304

Mail Addr: 15 S GRADY WAY STE 523
RENTON WA 98155

Phone No.: 253-858-5151 MINAE SUETSUGU

Privileges Applied For:
BEER/WINE REST - BEER/WINE

As required by RCW 66.24.010(8), the Liquor Control Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time.

- 1. Do you approve of applicant ?
2. Do you approve of location ?
3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken?
4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based.

DATE

SIGNATURE OF MAYOR,CITY MANAGER,COUNTY COMMISSIONERS OR DESIGNEE

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE:12/03/02

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20030331

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 PARK, JOHN M PARK, WAN CHA	HARBOR ARCO AM/PM MART 5119 OLYMPIC DR W GIG HARBOR WA 98335 0000	080805	GROCERY STORE - BEER/WINE
2 GOURMET ESSENTIALS, INCORPORAT	GOURMET ESSENTIALS 5500 OLYMPIC DR NW #I-102 GIG HARBOR WA 98335 0000	078110	GROCERY STORE - BEER/WINE
3 DROHAN CORPORATION	HARBOR INN RESTAURANT 3111 HARBORVIEW DR GIG HARBOR WA 98335 0000	359834	SPIRITS/BR/WN REST LOUNGE +

RECEIVED

DEC 06 2002

CITY OF GIG HARBOR

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20030430

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 LA FAMILIA LOPEZ, INC.	EL PUEBLITO FAMILY MEXICAN RESTAURANT 3226 HARBORVIEW DR STE 7 GIG HARBOR WA 98332 2182	358890	SPIRITS/BR/WN REST LOUNGE +
2 EUREKA MANAGEMENT GROUP, INC.	MARKET EXPRESS 5006 PT FOSDICK DR NW GIG HARBOR WA 98335 0000	072786	GROCERY STORE - BEER/WINE

REVISED
JAN 7 - 2003
CITY OF GIG HARBOR



"THE MARITIME CITY"

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *Mark*
SUBJECT: PENINSULA RECREATION PROGRAM GUIDE
DATE: JANUARY 8, 2003

INFORMATION/BACKGROUND

The interlocal recreation program sponsored by the City of Gig Harbor, Pierce County and Peninsula School District has published its first Peninsula-wide recreation program guide. Jeremy Bubnick, Recreation Supervisor, will be present at the council meeting to respond to any suggestions, comments or questions that you might have about the "Peninsula Recreation Program Guide Winter/Spring 2003." I think he has accomplished a lot in his introductory few months work. A solid foundation is in place for future program growth and for one-stop recreation activity selection.



"THE MARITIME CITY"

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TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: RESOLUTION – REPLACING THE SHARED LEAVE SECTION OF THE CITY OF GIG HARBOR PERSONNEL REGULATIONS
DATE: DECEMBER 20, 2002

BACKGROUND

Current personnel regulations allow employees to extend their accrued vacation time to any employee. This benefit allows the city to retain employees even though they may use all their accrued vacation or sick leave during a prolonged illness. The shared leave policy was used 3 times in the last 5 years, with a total of 133 days donated in these instances.

POLICY CONSIDERATIONS

The current program was created to permit city employees, at no significant increased cost to the city of providing leave, to come to the aid of fellow city employees through an accrued vacation leave sharing process. This proposed change allows the sharing of sick leave in addition to vacation leave.

This version has been changed to include an annual reporting requirement to City Council, and a section that allows City Council to terminate the program at any time.

The State of Washington, Pierce County, Bonney Lake, Puyallup and University Place are government agencies that have a vacation and sick leave sharing policy.

FISCAL CONSIDERATIONS

The benefits offered will not be a significant additional cost to the City. Currently, employees, after 5 years of service, may cash out 25 percent of their unused sick leave balance upon separation of service. The city's sick leave buy-out liability as of December 31, 2001 was \$133,000 and spread over 30 employees. This policy change is not expected to affect this balance significantly.

RECOMMENDATION

Staff recommends the City Council approve this resolution.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON, REPLACING THE PROVISIONS OF THE CITY OF GIG HARBOR PERSONNEL REGULATIONS EMPLOYEE BENEFITS SECTION T. SHARED LEAVE, IN ORDER TO PROVIDE FOR A LIMITED EXPANSION OF THE PROGRAM, AND FIXING A TIME WHEN THE SAME SHALL BECOME EFFECTIVE.

WHEREAS, the City of Gig Harbor has an established shared leave program in order to provide for the transfer of accrued vacation leave benefits from one employee to another who has suffered a catastrophic illness and has exhausted his or her leave benefits; and

WHEREAS, the City Council believes it to be in the public interest, and the best interests of its employees, to expand the program to permit the use and transfer of sick leave from one employee to another for a catastrophic illness, NOW, THEREFORE,

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

Section 1. Shared Leave Program.

A. Intent. The purpose of shared leave is to permit city employees, at no additional employee cost to the city other than the administrative cost of administering the program, to come to the aid of a fellow employee who is suffering from illness, injury, impairment, physical or mental conditions which has caused, or is likely to cause, the employee to take leave without pay or to terminate his or her employment.

B. The City Administrator may permit an employee to receive shared leave under this section if:

1. The employee suffers from an illness, injury, impairment or physical or mental condition, which has caused, or is likely to cause, the employee to go on leave without pay or to terminate his or her employment with the city.

2. The employee has depleted or will shortly deplete his or her total of accrued vacation, sick leave, compensatory time, holiday time, and/or other paid leave.

3. Prior to a request to use of shared leave, the employee has abided by the sick leave policy.

4. The employee has diligently pursued and is found to be ineligible for state industrial insurance benefits or such benefits have been exhausted.

5. Use of shared leave will not significantly increase the city's costs except for those costs which would otherwise be incurred in the administration of this program and which would otherwise be incurred by the employee's department.

C. The City Administrator shall determine the amount of shared leave, if any, which an employee may receive under this ordinance. The employee shall be required to provide appropriate medical justification and documentation both of the necessity for the leave and the time that the employee can reasonably be expected to be absent due to the condition. Shared leave cannot be used to extend the absence of the employee beyond the post-leave time prescribed by State Statute, the applicable labor agreement, or city policy.

D. Shared leave shall be funded through voluntary transfers of accrued vacation and/or sick leave from other city employees to the employee approved for a shared leave. Co-workers who donate leave must retain a reasonable amount of accrued vacation and sick leave to protect them from a wage loss due to illness or injury and to enjoy a reasonable vacation period. All donations shall be voluntary. The Finance Director shall determine that no significant increase in city costs will occur as a result of the transfer of leave.

F. While an employee is on shared leave, he or she will continue to be classified as a city employee and shall receive the same treatment, in respect to salary and benefits, as the employee would otherwise receive if using vacation leave.

1. All salary benefit payments made to the employee on a shared leave shall be made by the department employing the person using the shared leave.

2. The employee's salary rate shall not change as a result of being on shared leave nor, under any circumstances, shall the total of the employee's salary and other benefits, including but not

limited to state industrial insurance or any other benefit received as a result of payments by the city to an insurer, health care provider, or pension system, exceed the total of salary and benefits which the employee would have received had he or she been in a regular pay status.

G. Leave shall be transferred on a dollar-for-dollar basis. The value of the leave shall be determined at the current hourly wage of the transferor and the leave available to the receiving employee shall be calculated at the receiving employee's wage.

H. The Finance Director shall be responsible for computing values of donated leave and shared leave, and shall also be responsible for adjusting the accrued leave balances to show the transferred leave. Records of all leave time transferred shall be maintained in the event any unused time is returned at a later date. The City Administrator shall report annually to the City Council as a part of the budget process regarding this program, its usage and any costs associated with it.

I. The value of any leave transferred, which remains unused shall be returned at its original value to the employee or employees who donated the leave. The City Administrator shall determine when shared leave is no longer needed. To the extent administratively feasible, the unused leave shall be returned on a pro-rata basis.

J. The City Administrator shall monitor the use of shared leave to insure equivalent treatment for all employees of the city. Inappropriate use or treatment of the shared leave provision may result in cancellation of the donated leave or use of shared leave.

K. This is a pilot program and creates no vested rights. It may be amended, suspended or terminated at any time by the City Council.

Section 2. Ratification and Confirmation All acts consistent with and prior to the effective date of this Resolution-are hereby ratified and confirmed.

Section 3. Effective Date. This Resolution shall be effective the ____ day of _____, 2003.

APPROVED:

MAYOR GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____
W. Scott Snyder

FILED WITH THE CITY CLERK: 12/5/02
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. _____



"THE MARITIME CITY"

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
CAROL MORRIS, CITY ATTORNEY
SUBJECT: FIRST READING OF ORDINANCE - SHOOTING SPORTS FACILITIES
DATE: JANUARY 7, 2003

INFORMATION/BACKGROUND

On October 7 and October 21, 2002, the City Council held two workshops to hear public testimony and consider a draft ordinance on the subject of business licensing requirements for shooting sports facilities. During the workshops, the Council discussed several changes to the draft ordinance. Attached to this memo is another draft of the ordinance, which incorporates those changes.

During the workshop sessions, the Council asked for input from the public on the hours of operation. The Council also asked the Gig Harbor Sportsman's Club members to work with their neighbors and develop acceptable hours of operation.

The parties were not able to agree. On December 3, 2002, the City received a letter from the Gig Harbor Quality of Life Committee (a copy of this letter is attached to this memo), proposing their hours of operation of the Gig Harbor Sportsman's Club. On December 3, 2002, the City received a letter from the Sportsman's Club (a copy of this letter is attached to this memo). In this letter, the Sportsman's Club has identified their current hours of operation. With regard to "proposed hours of operation," the Sportsman's Club states: "We feel that an ordinance amending our customary shooting times is the wrong way to handle the situation. However, we are willing to actively participate in an understanding that would only be acceptable to us without an ordinance from the City."

RECOMMENDATION

The City Council should consider the attached ordinance and these letters. This is the first reading after amendment of the draft ordinance, and the hours of operation in Section 5.12.180(O) of the draft ordinance have not been filled in. Therefore, the Council should decide whether it will regulate hours, and if so, what hours should be placed in the blanks. After the Council has made these two decisions, the newly revised ordinance will appear in the Council packet again, and be scheduled for consideration and action after two readings.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO BUSINESS LICENSING AND OPERATION OF SHOOTING SPORTS FACILITIES, REQUIRING LICENSING, ESTABLISHING OPERATING STANDARDS, A COMPLAINT, HEARING AND APPEALS PROCESS, THE PROCEDURE FOR THE CITY TO HIRE CONSULTANTS AND INVESTIGATORS IN ORDER TO IMPLEMENT THE LICENSING PROCEDURES, ESTABLISHING PENALTIES, AND A SUSPENSION/ REVOCATION PROCEDURE FOR VIOLATIONS, ADDING A NEW CHAPTER 5.12 TO THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the City of Gig Harbor may exercise authority to license and revoke licenses for cause, to regulate, make inspections and impose excises for regulation or revenue in regard to all places and kinds of businesses, production, commerce, entertainment, occupations, trades and professions (RCW 35A.82.020); and

WHEREAS, the City may only grant a license for a period of one year (RCW 35A.82.020); and

WHEREAS, the City Council has the authority to adopt and enforce ordinances of all kinds relating to and regulating local affairs and appropriate to the good government of the City (RCW 35A.11.020); and

WHEREAS, the Gig Harbor SEPA Responsible Official has reviewed this Ordinance and determined that it is exempt from SEPA, pursuant to WAC 197-11-800(20);

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

Section 1. A new chapter 5.12 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

**CHAPTER 5.12
SHOOTING SPORTS FACILITIES**

Sections:

5.12.020	Definitions
5.12.040	License required
5.12.060	Application procedure
5.12.080	License approval or denial
5.12.100	Effect of license approval
5.12.120	Operating without license prohibited
5.12.140	Denial, suspension and revocation
5.12.160	License renewal
5.12.180	Operating standards and specifications
5.12.200	Liability
5.12.220	Complaint process
5.12.240	Hiring and paying for consultants and investigators
5.12.260	Appeals

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

A. “Administrator” means the Administrator of the City of Gig Harbor, or his/her designee.

B. “Public Safety Authority” means the Gig Harbor Police Department and Pierce County Fire District No. 5, or delegate agencies as named by the Gig Harbor Police Chief or the Gig Harbor Fire Marshal.

C. “Operator” means the operating license applicant, and any of its officers, directors, partners, or owners.

D. “Range” means any individual or group of firing positions for a specific shooting type.

E. “Range Master” or “Range Officer” means a person or persons trained and appointed by the operators of a shooting sports facility to oversee the safe discharge of shotguns, rifles or handguns in accordance with the safety specifications of this chapter and any additional safety specifications that may be adopted by the operators of the shooting sports facility. Range Masters and/or Range Officers shall complete the

necessary training and obtain certification from the National Rifle Association to be a Range Master/Officer.

F. “Shooting Sports Facility” means an indoor or outdoor facility designed and specifically delineated for safe shooting practice with firearms, whether open to the public, open only to private membership, open to organizational training such as law enforcement, or any combination of the above. Archery ranges are specifically excluded from this definition. The term “shooting sports facility” also does not include any portion of a private residence or private residential lot that is used by the residents thereof for shooting practice.

G. “Shooting types” means rifle, handgun, airgun, or shotgun shooting.

5.12.040 License required.

A. An operator of an existing or new shooting sports facility shall demonstrate that he or she has the general qualifications for a business licensee, as set forth in GHMC Section 5.01.070.

B. The operators of all existing shooting sports facilities shall apply for an operating license no later than three months from the effective date of this chapter. If an operating shooting facility is annexed to the City of Redmond, the shooting facility operator shall apply for an operating license no later than three months from the effective date of the annexation.

C. The operator of each new shooting sports facility shall apply for an operating license at the time of application for building permits or land use permits necessary for the new facility.

5.12.060 Application procedure.

A. In addition to the application procedures set forth in GHMC Section 5.01.080, the following procedures shall be followed for shooting sports facilities.

B. The application shall be made on a form prescribed by the Administrator, and shall include all of the following information:

1. The name, address and telephone number of the person completing the application;
2. The name, address and telephone number of the facility;

3. The names, addresses, and telephone numbers of all owners of the facility. If the owner is a partnership, the names, addresses and telephone numbers of all partners. If the owner is a corporation, the names, addresses and telephone numbers of all corporate officers;

4. The name, address and telephone number of a designated contact person to whom all licensing correspondence, including any notices and complaints provided for in this chapter, shall be sent. It is the responsibility of the shooting sports facility to keep this contact information updated in writing throughout the duration of any license and the owners and operators agree, by submitting an application and obtaining a license, that notice to the contact person at the last address provided to the Administrator in writing is proper notice to the owners and operators of the facility;

5. The shooting types allowed or proposed to be allowed at the facility;

6. The names, addresses and telephone numbers of all persons proposed to serve as designated range masters in compliance with GHMC Section 5.12.180(G);

7. The days of the week and the hours of operation that the facility is or is proposed to be open, demonstrating compliance with this Chapter;

8. Whether use of the facility will be open to the public, open only to private membership, open to organizational training such as law enforcement, or any combination of the above;

9. The site plan required by GHMC 5.12.180(C) and prepared by a licensed surveyor, showing the location of all buildings, parking areas and access points; safety features of the facility; elevations of any outdoor range showing target areas, or backdrops, and the approximate location of buildings on adjacent properties;

10. The notarized certification required by subsection (C) of this Section;

11. The operations plans required by GHMC Section 5.12.180(D);

12. ~~Any other information required by the Administrator in order to determine whether the facility complies with the provisions of this Chapter and may be issued a license.~~ The applicant shall also pay the non-refundable application fee and license fee established by this chapter at the time of application; and

13. Proof of liability insurance coverage in the amount required by GHMC Section 5.12.180(T) shall be submitted with the license application.

C. Every application for a shooting sports facility operating license shall be accompanied by a notarized certification by the shooting sports facility operator that the facility complies with this Chapter, meets commonly accepted shooting facility safety and design practices, and will be operated in a manner that protects the safety of the general public.

D. This chapter shall not apply to shooting sports facilities owned and operated by any instrumentality of the United States, State of Washington, or a political subdivision of the State of Washington.

5.12.080 License approval or denial.

A. In addition to the general procedures in chapter 5.01 GHMC and Section 5.01.120, the following procedures will govern approval or denial of licenses for shooting sports facilities.

B. When the Administrator receives a complete application, the Administrator will forward copies of the same to the Public Safety Authority, the City Planning and Public Works Departments, and any other City department or City personnel deemed appropriate by the Administrator in order to determine whether the shooting sports facility meets the requirements of this chapter and any other applicable City ordinance or regulation. Each consulted department or staff member shall review the application for compliance with regulations administered by that department or staff member and chapter 5.01 GHMC and shall forward a report to the Administrator containing the results of that review.

C. By applying for and as a condition of issuance of a shooting sports facility operating license, the shooting sports facility operator agrees to permit representatives of the Public Safety Authority and any other appropriate City personnel to enter the facility at all reasonable times in order to perform site inspections in regard to licensure, complaints, incidents, or any public safety concerns. Prior notification of such inspections will be to the operator when reasonably possible.

D. The Administrator shall issue a shooting sports facility operating license after a determination that the facility meets the requirements of this chapter, all applicable provisions of chapter 5.10 GHMC, any other applicable City ordinances/resolutions and State law. Notification of the applicant of the Administrator's decision will take place as provided in GHMC Section 5.01.120.

5.12.100 Effect of License approval.

A. The shooting sports facility operating license issued under this chapter shall authorize only those shooting types that have been specifically applied for and that are identified in the license. The addition of new shooting types or the addition of a new range or ranges for existing shooting types at a shooting sports facility shall require amendment of the existing license before any such new shooting type is allowed. Amendment of the existing license shall follow the same procedures set forth in this chapter for initial license application approval.

B. The list of designated range masters may be changed at any time without requiring a license amendment. Whenever a change is made to the list of range masters, a revised list must be filed with the Administrator within thirty days of the date of any change.

C. Issuance of a license under this chapter shall not relieve the applicant of any obligation to obtain any other required ~~business license~~, land use, fire safety, or building permits or approvals, except shooting sports facilities in operation prior to the effective date of this chapter shall not be required to seek new land use, fire safety or building permits solely for issuance of a license.

D. All facilities licensed under this chapter must conform to or abide by all City business license requirements as described in chapter 5.01 GHMC.

5.12.120 Operating without a license prohibited.

A. No shooting sports facility shall operate without a license issued pursuant to this chapter; PROVIDED, that shooting sports facilities operating on the effective date of this chapter that have submitted required license applications before the date required herein may continue to operate without a City of Gig Harbor shooting sports facility license pending approval or denial of the license application. However, all such operation shall be conducted in compliance with this chapter and all applicable law. Such operation shall cease upon denial of the license application and if appealed, as provided by law.

B. If a shooting sports facility operating under a valid Pierce County shooting sports facility permit or license is annexed to the City of Gig Harbor, it may continue to operate, only if an application for a City license is submitted to the City as provided above. Once annexed, the shooting sports facility shall operate in compliance with this chapter and all applicable law.

5.12.140 Denial, suspension or revocation of license.

A. Any denial, suspension or revocation of a license applied for or issued under this chapter shall follow the procedures set forth in GHMC Section 5.01.120 and 5.01.130.

B. If determined through police or state agency investigation that any participant, spectator, neighboring property or member of the public has been injured or endangered as a result of range design, operation or management of shooting activities or that rounds shot at the facility have escaped the property on which the shooting sports facility is located, then the Administrator may immediately suspend or revoke any shooting sports facility license issued pursuant to this chapter. Reinstatement or re-issuance of any license suspended or revoked pursuant to the provisions of this chapter will be contingent on review and determination by the Administrator that the shooting sports facility operator has made sufficient and appropriate modifications to the design or operation of the facility to reasonably address the specific deficiencies found to have contributed to the injury, endangerment, or escaped rounds.

5.12.160 License Renewal.

A. An initial shooting sports facility operating license shall be valid upon issuance and shall continue in effect for a period of one year from the date on which it is issued, unless suspended or revoked as provided in this Chapter.

B. Renewals shall be made as provided in GHMC Section 5.01.090, except the process for renewal of a shooting sports facility shall be the same as for an initial application; PROVIDED that the City shall not require that the applicant pay for consultants or investigators to review the renewal application or inspect the facility unless (1) the applicant is proposing changes to the facility, the facility site plan, the required operations plan, or the allowed shooting types as part of the license renewal or (2) the administrator determines that inspection or review by consultants is required in order to verify compliance with changes in state, federal or local laws pertaining to the shooting sports facility or its operation, or (3) there was a final determination by the Administrator or a court during the expiring term of the license, that the shooting sports facility violated any provision of this Chapter during such term, as the result of the facility's design, construction, operation or maintenance.

5.12.180 Operating standards and specifications. All shooting sports facilities licensed under this Chapter shall comply with the following operating standards and specifications:

A. All structures, installations, operations and activities shall be located at such a distance from property lines as will protect off-site properties from hazards, when the ranges are used in accordance with range safety rules and practices.

B. Range site design features and safety procedures shall be installed and maintained to prevent errant rounds from escaping all shooting positions, when such positions are used in accordance with range safety rules and practices.

C. A site plan shall be submitted with the license application which shows the location of all buildings, parking areas and access points; safety features of the firing range; elevations of the range showing target area, backdrops or butts; and approximate location of buildings on adjoining properties. The site plan shall also include the location of all hazardous material storage and use locations. Such locations shall be keyed to inventories identified in a Hazardous Materials Inventory Statement or Hazardous Materials Management Plan, whichever is called for by the Gig Harbor Fire Code, based upon the quantities identified by the Fire Code permit application.

D. An operations plans shall be submitted that includes the rules for each range, sign-in procedures, and restrictions on activities in the use of ranges. Every operations plan shall prohibit loaded firearms except as provided by the range safety specifications and operating procedures.

E. A management ~~guidebook~~ standard operating procedures book shall be maintained that includes procedures for operations, maintenance and lead management and recovery. The management guidebook shall be kept on site and shall be accessible at all times to those using the shooting sports facility.

F. The shooting sports facility, its plans, rules, procedures and its management and staff shall comply with the applicable safety guidelines and provisions in the latest edition of “the Range Source Book” (National Rifle Association of America: Fairfax, Virginia) or its successor, as appropriate to the type of facility involved.

G. All shooting sports facilities shall have a designated range master /officer or masters. A designated range master /officer must be present whenever the shooting sports facility is open for shooting activities and may oversee as many as three simultaneous events within a shooting sports facility. The range master /officer shall be trained in shooting safety, the safe operation of shooting sports facilities, first aid, and the facilities’ emergency response procedures.

H. Warning signs shall be installed and maintained along the shooting sports facility property lines. Such signs shall be posted a minimum of every 100 feet along the property lines.

I. Shooting sports facilities shall be used for the shooting activities they were designed to accommodate unless redesigned to safely accommodate new shooting activities.

J. The shooting sports facility operator shall report in writing to the Gig Harbor Police Department all known on-site and off-site gunshot wounds resulting from activity at the shooting sports facility and any measures that are proposed to address any deficiencies that may have contributed to the wounds. The report shall be made within forty-eight hours after the existence of the gunshot wounds or wounds becomes known to the operator. The Gig Harbor Police Department will forward such information to the Administrator for consideration in connection with any licensing action.

K. The shooting sports facility operator shall report in writing to the Gig Harbor Police Department all known rounds that escape from the property on which the shooting sports facility is located and any measures that are proposed to address any deficiencies that may have contributed to the errant rounds. The report shall be made immediately after the existence of an alleged or acknowledged escaped round or rounds becomes known to the operator. The Gig Harbor Police Department will forward such information to the Administrator for consideration in connection with any licensing action.

L. All shooting sports facilities shall provide an operating telephone available to range participants and spectators for the purpose of contacting emergency medical services.

M. A first aid kit containing the items recommended by a certified expert in emergency medical treatment shall be readily available at each shooting sports facility for emergency treatment or care of minor injuries.

N. Storage and handling of explosive materials, including ammunition when applicable, shall be in accordance with the Gig Harbor Fire Code. Unless exempt, storage and handling shall be by a permit issued pursuant to the Gig Harbor Fire Code.

O. All shooting sports facilities shall comply with and abide by the City's Noise regulations (chapter 9.34 GHMC). The hours of operation of any outdoor shooting sports facility shall be as follows:

Outdoor shooting sports facilities located adjacent to residentially-zoned property

Monday through Friday ___ a.m. to ___ p.m.
Saturday ___ a.m. to ___ p.m.
Sunday ___ a.m. to ___ p.m.

Outdoor shooting sports facilities located adjacent to property zoned business

Monday through Friday ___ a.m. to ___ p.m.
Saturday ___ a.m. to ___ p.m.
Sunday ___ a.m. to ___ p.m.

Shooting sports facilities located adjacent to property zoned commercial or industrial

Monday through Friday ___ a.m. to ___ p.m.
Saturday ___ a.m. to ___ p.m.
Sunday ___ a.m. to ___ p.m.

P. The range master/officer on duty shall ensure that no person engaged in any shooting activities or near any shooting activities consumes no alcohol or is intoxicated with alcohol or any other substance. , non-prescription narcotics, or other non-prescription controlled substances shall be permitted on or in use at any shooting sports facility during any time that the facility is open for shooting.

Q. The use of steel targets at a shooting sports facility is strictly prohibited. See GHMC Section 5.12.100(A) regarding licensing requirements applicable to different types of shooting activities.

R.No fully automatic weapons or multiple projectile rounds may be used at a shooting sports facility unless under the control and use of a licensed official of the United States, State of Washington, or a political subdivision of the State of Washington in an official capacity; provided, that multiple projectile rounds customarily associated with shotgun use, e.g., buckshot and birdshot, may be used if the downrange area guidelines for such use set forth in the latest edition of “the Rand Source Book” (National Rifle Association of America: Fairfax, Virginia), or its successor, are met on that portion of the facility where the rounds are used and the facility has been licensed for shotgun use as provided in this Chapter. The following guns are not allowed on shooting sports facilities at any time: [to be provided by the Gun Club].

S. All shooting sports facilities are required to have fencing surrounding the entire property a minimum of six feet in height. “Safety fencing” shall be chain-link fencing or equivalent in strength, with a barbed wire top. This does not apply to indoor ranges.

T. Every operator of a shooting sports facility must possess comprehensive general liability insurance against liability for damages on account of bodily injury or property damage arising out of the activities authorized by any license issued under this Chapter. The comprehensive general liability insurance must be maintained in full force and effect throughout the duration of the license. The minimum coverage amount required is one million dollars for each occurrence (bodily injury and property damage) combined single limit. This specified insurance amount is the minimum deemed necessary by the City to justify issuance of a license for a shooting sports facility and in no way represents a determination by the City that this amount of insurance is adequate to protect the owners and operators of shooting sports facilities from claims or to protect members of the public who may be harmed by the activities authorized by the license. Operators of shooting sports facilities are encouraged to assess their own risk and to obtain additional liability insurance if they deem it necessary.

5.12.200 Liability. The express intent of the City of Gig Harbor City Council is that responsibility for complete and accurate preparation of applications, plans and specifications, for compliance with applicable laws, including but not limited to those set forth in this chapter, and for safe design, construction, use and operation of facilities regulated herein shall rest exclusively with applicants and their agents. This chapter and the codes adopted herein are intended to protect the health, safety and welfare of the general public and are not intended to protect any particular class of individuals or organizations. This chapter shall not be construed as placing responsibility for code compliance upon the City of Gig Harbor or any officer, employee or agent of the City. Application review and inspections performed pursuant to this Chapter are intended to determine whether a shooting sports facility is in compliance with the requirements of this Chapter. However, those inspections and reviews that are done do not guarantee or assure either that any design, construction, use or operation complies with applicable laws or that the facility is safety designed, constructed, used or operated. Nothing in this chapter is intended to create a private right of action based upon noncompliance with any of the requirements of this chapter.

5.12.220 Complaint process.

A. Upon receiving a written complaint to the effect that any shooting sports facility is in violation of any provision of this Chapter, the Administrator shall:

1. issue a notice of complaint to the shooting sports facility operator advising such person of the allegation(s) made in the complaint. The notice shall include the information required by GHMC Section 5.01.160, and shall be served as provided in that section;

2. request that the shooting sports facility operator respond, in writing, to the allegation(s) in the notice of complaint within ~~thirty~~ ten calendar days of receipt of the notice of complaint;

3. investigate, through the use of the Administrator's staff, the Public Safety Authority, any other appropriate City department or personnel, and/or consultants or investigators, the allegation(s) in the written complaint and the response submitted by the shooting sports facility operator;

4. make a finding as to the validity of the allegation(s) in the written complaint, based upon information received from those conducting the investigation of the complaint. If it is found that violation of any of the shooting sports facility operating standards or any other provision of this chapter has occurred, the Administrator shall issue a written notice and order requiring that the operator suggest and implement measures or procedures to correct any violations of this chapter and to bring the shooting sports facility into full compliance. If a notice and order is issued, the Administrator shall provide the shooting sports facility with a copy of any and all final written reports prepared by City personnel, consultants, and/or investigators concerning the investigation of the complaint, except as any portion thereof may be exempt from public disclosure under RCW 42.17.310(1).

B. The notice and order issued under subsection (A) above may suspend or revoke the license of the shooting sports facility if the requirements of GHMC Sections 5.01.120 or 5.01.130 relating to denials, suspension or revocation are met.

C. Failure to comply with the notice and order issued as a result of the above process will result in the suspension and/or revocation of the license involved.

D. If the Administrator concludes that the complaint is accurate, that it discloses a violation of this chapter, and that the operator has not proposed or effectively implemented measures or procedures to correct any

violations of this chapter, the Administrator shall initiate the revocation procedure set forth in GHMC Section 5.01.130.

E. Nothing in this section shall be construed to limit the City's authority to issue a notice and order or take such enforcement or investigative actions needed to protect the public's health and safety.

5.12.240 Hiring and paying for consultants and investigators.

A. The Administrator may hire consultants and investigators to:

1. review license applications and license renewals under this chapter;
2. inspect properties on which applications for licenses and license renewals have been made under this chapter;
3. inspect facilities licensed under this chapter to determine if they comply with this chapter and approved licenses and plans;
4. investigate, in cooperation with the Gig Harbor Police Department, complaints, incidents and reports of injury or endangerment of persons or property, or of rounds escaping the facility;
5. review and investigate proposals to bring facilities into compliance with the chapter.

~~B. The license applicant shall deposit the sum of \$_____ with the Administrator at the same time an application is made for an initial license under this Chapter. The deposit shall be used by the City to pay the cost of consultant(s) and investigator(s) employed by the City to perform inspections, reviews and investigations during the initial licensing process. If the application is withdrawn prior to completion of the initial licensing process or if the license is denied after completion of the process, an unexpended portion of the deposit shall be refunded to the applicant. If the license is issued, the unexpended portion of the deposit shall be retained by the City in order to pay the potential costs of the consultants and investigators during the term of the license as provided in subsection (C) of this section.~~

~~C. If, during the term of any license issued under this Chapter, a complaint is filed under GHMC Section 5.12.220 that results in the determination by the Administrator that the operator of any shooting sports facility has violated any provision of this Chapter, the City may use any unexpended portion of the deposit for above in order to reimburse the City for any and all actual, reasonable costs of the consultants and investigators retained by the City to review the complaint. Where an alleged violation is investigated and determined to be unfounded, the shooting sports facility shall not be responsible for the costs incurred by the City.~~

~~D. At the time an application for the renewal of any license under this Chapter is submitted, the applicant for the renewal shall replenish the consultant expense deposit provided for in this section so that the total amount of the deposit is returned to the \$ _____ level. Use of the deposit during the renewal process and during the term of any renewed license shall be subject to the same procedures and restrictions as are provided in this section for use of the deposit during the initial application process and initial license term.~~

E. B. Notwithstanding the participation of other City departments and City personnel, and notwithstanding any information or advice received from any consultant, the Public Safety Authority shall retain full authority for determining whether a shooting sports facility is in compliance with this Chapter and any other applicable City ordinance/resolution and State law. In exercising that authority, the Public Safety Authority may consider expert consultant advice, professional knowledge, and any or all other information available regarding shooting ranges and shooting sports facilities, but shall not be bound by any such advice, knowledge, or information in any specific case.

5.12.260 Appeals.

The City shall enforce this chapter as provided in chapter 5.01 GHMC. Appeals of the City Council's decision on suspension or revocation of a license may be made as provided in GHMC Section 5.01.130(F). Appeals of a notice and order issued by the City license officer or the Administrator for violations/complaints as set forth in this Chapter may be made as provided in GHMC Section 5.01.160(C).

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

PASSED by the Gig Harbor City Council and the Mayor of the City of Gig Harbor this ___ day of _____, 2003.

DRAFT - January 7, 2003

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

By: CAROL A. MORRIS, CITY ATTORNEY



**GIG HARBOR SPORTSMAN'S CLUB
9721 BURNHAM DRIVE N.W.
GIG HARBOR, WA 98332**

12-03-02

To: the Honorable Mayor Wilbert and City Council Members
From: Gig Harbor Sportsman Club
RE: Discussion of Hours

The Gig Harbor Sportsman's Club is a legal non-conforming use; we were annexed to the City over our objection. Our current legal hours of operation are in jeopardy of City regulation because of the self-serving accusations of the residents of Avalon Woods. Despite the relatively little time we use for shotgun sports (a tiny fraction of the time legally available to us), we are asked to "cooperate" and "give-up" some part of the shotgun hours we have traditionally used and are legally entitled to. In a fair world, any regulation of Gig Harbor Sportsman's Club (GHSC) would grant more hours for shotgun sports than we use now, and at times convenient to the members, agencies, and the public.

RCW 9.41.290, 9.41.300; WAC 370 and Pierce County Code, Chapter 8.72 and 8.76.070 state very clearly that GHSC is well within longstanding legal parameters to provide approximately 16 hours per week of shotgun sports. In fact, we could shoot 7 days a week from 7:00 AM - 10:00 PM; but partly out of concern for our environment and neighbors we conduct shotgun sports about 15% of the time available to us. **We must be allowed to operate the shotgun sports when the members, their guests, and the public can take advantage of one of the few safe places to legally conduct shooting sports.**

We understand the position of the residents of Avalon Woods very well, but suggest to the Mayor and Council that Avalon Woods has little credibility to complain about their neighbor, and has done little to help their situation. Maintaining their 30' green belt with appropriate trees and vegetative screening would have been a more productive use of their resources.

Gig Harbor Sportsman's Club looked into the future years ago and foresaw this controversy coming. That's why there is a "Court Ordered" statement on the plat and each of the Avalon Woods residents' title reports notifying prospective buyers of GHSC. We ask that you refer to that document and ask yourselves what more could GHSC have done to anticipate the concerns of our neighbors.

We have done more. GHSC has taken steps to help reduce noise and improve safety on its grounds. We baffled our rifle/pistol range to make it safer and muffle noise. We fenced our land to keep the community from wandering on to our property. We planted over 1,200 trees along the N., NE & E. property lines to help screen the noise



**GIG HARBOR SPORTSMAN'S CLUB
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from our shotgun sports. We co-operated with the theater group on the nights they held performances at the Meadow. We continue to look for and toward affordable ways to help alleviate the noise we make.

Most of our use comes when our members, guests and the public are able to spend the time to do so. Many work from 8:00 AM to 5:00 PM five days a week. Nights and weekends are therefor our primary times to shoot. The shooting hours we provide are spent in a safe, supervised and controlled environment for shooting sports. To deny us these times to conduct our long-standing activities will have a significant economic impact on the Gig Harbor Sportsman's Club.

Despite the statement from Mayor Wilbert at the end of the last workshop ("there will be an ordinance"), you should consider that GHSC is conducting lawful activities in a lawful way pursuant to State and County standards that pre-existed the annexation of our property into the City. If you change the rules and take away our economic viability, we are going to have a problem.

We feel that an ordinance amending our customary shooting times is the wrong way to handle this situation. However, we are willing to actively participate in an understanding that would ONLY be acceptable to us WITHOUT an ordinance from the City. We've proven ourselves safe (refer to Kramer One's report) and insist that our present shotgun hours are reasonable and consistent with our economic health.

Fortunately for negotiations, Avalon Woods is not concerned with current Rifle & Pistol Range noise and hours. Hence, an "agreement" between the City, Avalon Woods & GHSC might include the following:

Current Rifle & Pistol Range Hours:

Monday- Law Enforcement- 9:00 AM - 6:00 PM
Tuesday- 8:00 AM - 6:00 PM
Wednesday- 10:00 AM - 6:00 PM
Thursday- 4:00 PM - 8:00 PM
Friday- 10:00 AM - 6:00 PM
Saturday- 10:00 AM - 6:00 PM
Sunday- Noon - 4:00 PM

Proposed Rifle & Pistol Range Hours:

Monday - Sunday 10:00 AM - 6:00 PM
Thursday 10:00 AM - 8:00 PM
(Exceptions would be any "special" shoot and hand gun safety classes (occasionally held on Monday and Wednesday evenings).



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GIG HARBOR, WA 98332**

Current Trap Range Hours:

Tuesday 6:00 PM – 10:00 PM

Thursday 6:00 PM – 10:00 PM

Saturday Noon – 4:00 PM

Sunday Noon – 4:00 PM

We shoot a total of 16 hours per week (w/ the exception of "Special" Shoots).

That means 85% of the time available for us to shoot shot guns, we **Do Not Shoot!**

Even when we have a "special" shoot we are **not shooting** 84% of the available time.

Proposed Trap Range Hours:

Maintain the same number of hours of shotgun sports per week but rearrange the times, with increased hours on Sunday to maintain current hours / month. Exceptions would be "special shoots" approx. 10 per year, Hunter's Education classes held on Saturdays and Shotgun Safety training shoots (usually held on Tuesday evenings). Most special shoots are split evenly amongst Saturday and Sunday but a few are inclusive of both days.

Therefor, as the basis of an agreement re shooting times, we suggest Trap Range Hours as follows:

Tuesday 6:00 – 10:00 PM

Thursday 6:00 PM – 10:00 PM


Sunday 8:30 – 6:00 PM

(Expectations would be any safety training, week day shotgun shooting within allowable range hours, or "special" shoot that would fall on an "off" Saturday – 8:00AM- 10:00PM; or both a Saturday and Sunday shoot.)

I am happy to discuss our position and answer any questions you might have re the above. Please contact me at the GHSC (858-9023)

Sincerely

GIG HARBOR SPORTSMANS CLUB


by Douglas Tenzler, President

December 3, 2002

To: City Council and Staff

Re: Shooting Sports Facility Ordinance – Hours of Operation.

We, the members of the Quality of Life Committee, are sorry to inform you that after several meetings with the GHSC, we were unable to agree on the last remaining ordinance issue, hours of operation. The main area of contention is over the GHSC insistence on operating the shotgun ranges until 10 PM on Tuesday and Thursday evenings. We feel strongly that there should be no activity beyond 8 PM on these or any other nights.

The main problem at hand is the issue of noise pollution, which is being generated by the gun club. Over the years, this problem has increased, due to the growth of the club and the development of the surrounding community. The noise from the club is slowly but certainly eroding our rights as homeowners; the right to enjoy our homes in peace and quite, to be able to entertain, rest, and raise our families with only normal interruption of routines. The GHSC acknowledges the problem, but still insists on operating hours which continue to infringe on our rights to the quite enjoyment of our property.

We feel there are two solutions to the problem at hand; a noise abatement program incorporated by the gun club, or through set hours of operation. Since the GHSC has no current noise abatement program or any near future plans to institute one, the only means of dealing with the problem is through set hours of operation to be incorporated into the new ordinance.

We therefore submit the following "best and final" recommendation for the hours of operation, which we feel, are reasonable for all parties: (Please note that our original proposal had no range activity after 6 PM on Tuesday & Thursday evenings, we fill that we have met the gun club half way on this issue.)

Monday	8AM to 6PM
Tuesday	8AM to 8PM
Wednesday	8AM to 6PM
Thursday	8AM to 8PM
Friday	8AM to 6PM
Saturday	Closed
Sunday	9AM to 5PM

** Five full weekends to be used for special shooting events. Each full weekend to be followed by a weekend of no club activity. Hours for special shooting events:

Saturday	8AM to 6 PM
Sunday	9AM to 5 PM

When reviewing the above hours, please keep in mind that the GHSC has several types of hours of operation that they reference: posted hours, advertised hours, as stated in the GHSC monthly calendar, and their legal hours of operation. Their current posted schedule shows a total of 30 hours of shooting. Their monthly calendar shows about 37 hours, not including special shoot events. Legal hours of operation are from 7AM to 10 PM, seven days a week or a total of 105

hours. We feel that legal hours should not be used in this negotiation since the GHSC does not advertise nor do they use these hours as their actual hours of operation for the rifle, pistol and shot gun ranges. Another important reason not to use legal hours is that since the club does not advertise, post or publish legal hours as their actual hours of operation, the public is not aware, nor have they in the past, of these hours when purchasing property or moving to the area. Thus, when discussing hours of operation, we must use their posted, published hours as stated at the entrance to the club. The hours of operation which we are submitting to you increase the GHSC posted and advertised hours of operation by 67%. We feel that if the GHSC restructured their activities during the week that these hours are more than adequate for their operations.

Thank you,
Gig Harbor Quality of Life Committee.



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: AMENDMENT TO THE DEPARTMENT OF ECOLOGY COASTAL
ZONE MANAGEMENT GRANT AGREEMENT (CZM306 No. G0200048)
DATE: JANUARY 16, 2003

INFORMATION/BACKGROUND

The City has undertaken a process to update and revise the City of Gig Harbor Shoreline Master Program. To this end, in August 2001 the City was successful in obtaining a Section 306 Coastal Zone Management planning grant in the amount of \$53,000 to assist the City in this update of the City of Gig Harbor Shoreline Master Program. The CZM grant program requires a local match of 50% (\$26,500).

In December 2002, I updated the members of the Council on the progress of this project. In recognition of the City's continued efforts, the Department of Ecology has offered to amend the existing grant to increase the total eligible costs from \$53,000 to \$83,000. The City's match would increase from \$26,500 to \$41,500. This proposed amendment also includes an extension of the expiration date of the contract from November 30, 2002 to June 30, 2003.

FISCAL IMPACTS

Adequate funds exist in the adopted 2003 Budget to cover this \$15,000 increase in the required local match.

RECOMMENDATION

I recommend that the City Council move to accept Amendment No. 2 to the Coastal Zone Management (CZM) 306 Grant No. G0200048 and further authorize the Mayor's signature on said document.



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

P.O. Box 47600 • Olympia, Washington 98504-7600 • (206) 407-6000 • TDD Only (Hearing Impaired) (206) 407-6006

January 2, 2003

Mr. John P. Vodopich, AICP
Planning and Building Services
City of Gig Harbor
3125 Judson Street
Gig Harbor, WA 98335-1221

RECEIVED
CITY OF GIG HARBOR
JAN 07 2003
COMMUNITY
DEVELOPMENT

Dear Mr. Vodopich:

Enclosed are three unsigned copies of Amendment No.2 to CZM306 grant agreement G0200048 between the Department of Ecology and the City of Gig Harbor for the project entitled "Shoreline Master Program Update". After your review, please have all copies signed and dated by the appropriate official and return them, in entirety, to me. One copy of the duly executed document will then be returned to you.

Please be sure to use the referenced grant number in all correspondence, reports, billings, etc. If you have any questions, **Randy Davis**, Project Officer, can be reached at **360-407-0242** or contact me at bhue461@ecy.wa.gov.

Sincerely,

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

Beverly Huether
Grants/Contracts Coordinator
Shorelands and Environmental Assistance Program

Enclosure

c: Randy Davis

Amendment 2 to CZM306 Grant G0200048

between the

State of Washington Department of Ecology and

the City of Gig Harbor

Project: Shoreline Master Program Update

PURPOSE: In accordance with the original agreement, this grant is hereby amended to revise the scope of work and budget to reflect the City's modified project needs.

ITEM 1: The expiration date of this agreement is extended from November 30, 2002 to June 30, 2003.

ITEM 2: The source of funds provided by the Department are federal Coastal Zone Management 306 funds (National Oceanic & Atmospheric Administration, Department of Commerce, CFDA #11.419).

ITEM 3: The total eligible project cost is increased by \$30,000 from \$53,000 to \$83,000. The State share is increased by \$15,000 from \$26,500 to a maximum of \$41,500. Local match is increased by \$15,000 from \$26,500 to \$41,500.

ITEM 4: The Task 5 deliverables due date is extended from June 30, 2002 to June 30, 2003.

ITEM 5: The Task 2, scope of work is deleted in its' entirety and replaced by the following;

Task 2: Shoreline Characterization

2.1: Shoreline Inventory

The Recipient shall compile existing plans, studies, inventories, and other information and data applicable to the City's shorelines.

The Recipient shall gather existing information and/or data concerning the jurisdiction's critical areas such as fish and wildlife habitat areas (e.g., WDFW's priority habitat and species inventory), frequently flooded areas (e.g., FEMA's Q3 FIRM panels), critical aquifer recharge areas, geological hazard areas (slope stability maps), vegetation, wetlands, existing land use and shoreline ecological processes and functions (i.e., sediment transport, woody debris recruitment, nearshore habitat). The Recipient shall sort through these data layers and reports and extract the information relevant to the jurisdiction's shorelines. The Recipient shall also research existing public access to the shoreline, including descriptions of recorded public access easements, their prescribed use, maintenance and terms.

2.2: Map Portfolio

The Recipient shall prepare a map portfolio (in hard copy and digital format) of shoreline maps at appropriate viewing scales.

Coarser resolution vicinity maps will be prepared to indicate jurisdictional boundaries. The vicinity map shall display where the city is located within the county, where the water bodies are, the urban growth area, watershed boundaries and the shorelines under SMA jurisdiction.

Finer resolution maps at the shoreline reach scale (this would encompass approximately one or two miles of shoreline) will indicate presence of fish species use, presence of critical riparian or aquatic vegetation, existing land uses, public access and shoreline modifications, etc. These maps could be overlaid on ortho-rectified aerial photos. These detailed maps should be presented in a format that is useable for ongoing regulatory purposes. For example, maps should be at an adequate scale to indicate at which street or parcel one shoreline designation ends and another begins.

If necessary, after evaluating existing available data, Recipient shall field verify and augment existing land use and shoreline modification information (e.g., water-oriented uses; bulkheads, outfalls, docks, over-water structures and boat ramps).

2.3: Analysis Report and Identification of Data Gaps

The Recipient shall prepare a report that analyzes the information and data collected above under Tasks 2.1 and 2.2 as they relate to development of the SMP. The report should start with a general description of the physical and biological conditions that affect the shorelines, then present more detailed analysis for specific shoreline reaches.

The report shall include findings and recommendations that support making planning decisions, such as assigning environment designations. For example, the information on shoreline reaches should identify opportunities and constraints for; 1) improving environmental protection, 2) enhancing the environment where processes have been impaired, 3) providing public access, and 4) promoting water-oriented uses.

The report shall also identify data gaps, focusing on information that would be useful to support plan development or implementation.

Task 2: Deliverables:

1. Three copies each of the map portfolio in hard copy and digital format – Due April 1, 2003
2. Three copies of the analysis report – Due April 1, 2003

Except as expressly provided by this amendment, all other terms and conditions of the original agreement including any amendments thereto remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby execute this amendment.

State of Washington
Department of Ecology

City of Gig Harbor

Gordon White Date
Program Manager
Shorelands and Environmental
Assistance Program

Signature, Authorized Official Date

Print Name of Authorized Official

Approved as to form only by
the Assistant Attorney General

Title of Authorized Official



COMMUNITY DEVELOPMENT DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCILMEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: FIRST READING OF AN ORDINANCE RELATING TO STREET
VACATIONS AMENDING SECTION 12.14.018(A) GHMC
DATE: JANUARY 13, 2003

INTRODUCTION/BACKGROUND

RCW 35.79.030 was recently amended to allow cities to collect the full fair market value of a street from the abutting property owners in a street vacation provided the subject property was part of a dedicated public right-of-way for twenty-five years or more. It is necessary for the City to amend the Gig Harbor Municipal Code to be consistent with this change in State statute.

The City Attorney has drafted this proposed Ordinance.

RECOMMENDATION

I recommend that Council approve the Ordinance as presented following a second reading.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO STREET VACATIONS, ALLOWING THE CITY TO CHARGE THE FULL FAIR MARKET VALUE FOR VACATION OF STREETS, ALLEYS OR PUBLIC PLACES THAT HAVE BEEN PART OF A DEDICATED PUBLIC RIGHT-OF-WAY FOR TWENTY-FIVE YEARS OR MORE, CONSISTENT WITH RCW 35.79.030; AMENDING GIG HARBOR MUNICIPAL CODE SECTION 12.14.018(A).

WHEREAS, state law provides the authority for the City's vacation of City streets; and

WHEREAS, RCW 35.79.030 was recently amended to allow cities to collect the full fair market value of a street from the abutting property owners in a street vacation, if the subject property was part of a dedicated public right-of-way for twenty-five years or more; and

WHEREAS, the City needs to amend Gig Harbor Municipal Code Section 12.14.018(A) to be consistent with RCW 35.79.030; Now, Therefore,

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

Section 1. Subsection A of Section 12.14.018 of the Gig Harbor Municipal Code is hereby amended to read as follows:

12.14.018. Compensation for vacation.

A. Payment for Vacation. Ordinances vacating any street, alley or public place ~~which has not been acquired at public expense~~ shall not be passed by the city council until the owners of the property abutting upon the street, alley or public place so vacated, shall compensate the city in the amount required by this subsection. For those streets, alleys or public places that have not been acquired at public expense and which have not been part of a dedicated public right-of-way for twenty-five (25) years or more, the property owners shall compensate the city in an amount sum equal to one-half of the fair market value, as shown in the appraisal, of the area vacated. Is paid to the city. For those streets, alleys or public places that have been acquired at

public expense or which have been part of a dedicated public right-of-way for twenty-five (25) years or more, the property owners shall compensate the city in an amount equal to the full fair market value of the area vacated, as shown in the appraisal. Where the area vacated was acquired at public expense, the sum to be paid to the city shall be equal to the full fair market value, as shown in the appraisal, of the area vacated. As contemplated by GHMC 12.14.014, the full fair market value, as shown in the appraisal, shall be paid upon vacation of streets abutting upon bodies of water.

Section 2. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the Ordinance or the application of the remainder to other persons or circumstances.

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this ___th day of _____, 2003.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____

CAROL A. MORRIS

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

SUMMARY OF ORDINANCE NO. ____

of the City of Gig Harbor, Washington

On _____, 2003, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO STREET VACATIONS, ALLOWING THE CITY TO CHARGE THE FULL FAIR MARKET VALUE FOR VACATIONS OF STREETS, ALLEYS OR OTHER PUBLIC PLACES IF THE STREET, ALLEY OR OTHER PUBLIC PLACE HAS BEEN PART OF A DEDICATED PUBLIC RIGHT-OF-WAY FOR TWENTY-FIVE YEARS OR MORE, CONSISTENT WITH RCW 35.79.030; AMENDING GIG HARBOR MUNICIPAL CODE SECTION 12.14.018(A).

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

APPROVED by the City Council at their meeting of _____, 2003.

MOLLY TOWSLEE, CITY CLERK



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: FIRST READING OF AN ORDINANCE AMENDING THE TITLE OF
ORDINANCE NO. 921
DATE: JANUARY 13, 2003

INTRODUCTION/BACKGROUND

The City Council adopted Ordinance No. 921 on December 9, 2002, which amended portions of the City's Comprehensive Plan. The title of the Ordinance did not accurately reflect action taken by the Council, which was correctly reflected in the body of the Ordinance and the accompanying staff report. This Ordinance amends the title of Ordinance No. 921 to accurately reflect the action taken by the Council on the Perrow applications (mixed use to employment center).

The City Attorney has reviewed and approved this proposed Ordinance.

RECOMMENDATION

I recommend that Council approve the Ordinance as presented following a second reading.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF GIG HARBOR,
WASHINGTON AMENDING ORDINANCE NO. 921, TO
CORRECT THE TITLE TO ACCURATELEY REFLECT THE
ACTION TAKEN.

WHEREAS, the City Council of the City of Gig Harbor, Washington adopted Ordinance No. 921 on December 9, 2002 amending portions of the City's Comprehensive Land Use Plan; and

WHEREAS, following the date of adoption, Staff determined that the title of Ordinance No. 921 did not accurately reflect the action taken by the City Council with respect to items C and D;

WHEREAS, the City's SEPA Responsible Official has determined that this ordinance is categorically exempt from SEPA under WAC 197-11-800(20); and

WHEREAS, on January 13, 2003, the Gig Harbor City Council held a public hearing to consider this ordinance;

WHEREAS, on January 27, 2003, during the regular City Council meeting, the City Council approved this ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO ORDAIN as follows:

Section 1. Amendment of Ordinance No. 921. The title of Ordinance No. 921 is hereby further amended to read as follows (additions are underscored, and deletions are stricken through):

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO GROWTH MANAGEMENT AND PLANNING, MAKING THE FOLLOWING AMENDMENTS TO THE CITY'S COMPREHENSIVE LAND USE PLAN: (1) ADOPTING THE JUNE 2001 CITY OF GIG HARBOR WATER SYSTEM COMPREHENSIVE PLAN AND INCORPORATING IT IN THE UTILITIES ELEMENT; (2) ADOPTING THE 2002 GIG HARBOR TRANSPORTION UPDATE AND INCOPORATING IT IN THE TRANSPORTATION ELEMENT; (3) ADOPTING THE FEBRUARY 2002 WASTEWATER COMPREHENSIVE PLAN IN THE UTILITIES ELEMENT; (4) ADOPTING THE MARCH 2001 STORM WATER COMPREHENSIVE PLAN IN THE UTILITIES ELEMENT; (5) CHANGING THE LAND USE DESIGNATIONS ON THE FOLLOWING PARCELS: (A) FROM RESIDENTIAL LOW TO RESIDENTIAL MEDIUM FOR .42 ACRES AT 7201 PIONEER WAY; (B) FROM RESIDENTIAL LOW TO RESIDENTIAL MEDIUM FOR .29 ACRES AT 3519 GRANDVIEW STREET; (C) FROM MIXED USE TO COMMERCIAL/BUSINESS EMPLOYMENT CENTER FOR 20 ACRES AT 9600 - 44TH AVENUE N.W.; (D) FROM MIXED USE TO COMMERCIAL/BUSINESS EMPLOYMENT CENTER FOR 14 ACRES AT 10421 BURNHAM DRIVE; AND (6) CORRECTING MAPPING ERRORS IN THE COMPREHENSIVE LAND USE PLAN MAP TO BE CONSISTENT WITH PIERCE COUNTY'S DESIGNATION OF THE CITY'S URBAN GROWTH BOUNDARIES.

Section 2. Effective Date. This ordinance shall be in effect five days after its publication as provided by law.

PASSED by the City Council of the City of Gig Harbor, Washington, at a regular meeting held this th day of , 2003.

CITY OF GIG HARBOR, WASHINGTON

Mayor

ATTEST:

City Clerk

First Reading: January 13, 2003
Dated Passed:
Date of Publication:
Effective Date:

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

On _____, 2003 the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the summary of text of which is as follows:

**AN ORDINANCE OF THE CITY OF GIG HARBOR,
WASHINGTON AMENDING ORDINANCE NO. 921, TO
CORRECT THE TITLE TO ACCURATELEY REFLECT THE
ACTION TAKEN.**

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

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

APPROVED by the City Council at their regular meeting of _____.

BY: _____
MOLLY M. TOWSLEE, CITY CLERK



"THE MARITIME CITY"

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR
SUBJECT: SISTER CITIES POLICY
DATE: JANUARY 7, 2003

INFORMATION/BACKGROUND

During several summers in the last five years, City of Gig Harbor elected officials, employees and volunteers have informally hosted student and adult guests from Takuma, Japan. The desire to foster a functional sister city relationship is leading, at the initiation of Mayor Wilbert, to a pilot student exchange program. This program, in which several organizations will partner in a local task group called "World Cultural Interaction," will carry out a broad, experiential summer youth exchange in the context of cultural arts during summer 2003. The task group, WCI, is formed under the umbrella of the Cultural Arts Commission, a 501(c)3 non-profit organization (see attached interest form).

The traveling American students will experience Japanese culture and the visiting students will experience American culture through presentations, workshops, field trips to art and historic museums, educational institutions, and business and government facilities. The following organizations are collaborating to assist in the American experience: Peninsula School District, TCC-Gig Harbor Center, Gig Harbor Key Peninsula Cultural Arts Commission, City of Gig Harbor, Peninsula Gateway, Gig Harbor Chamber of Commerce, and Gig Harbor Peninsula Historical Society.

The WCI Committee's goal is to eventually include countries from around the world, such as Norway and Croatia. Yasuko Wada, WCI Program Chairperson, presented her vision for this program to local organizations and has received resounding support. She envisions a learning program that provides total cultural immersion in the arts, not just a cultural overview. Yasuko has an extensive background in student exchange program development. As a teacher at Charles Wright, Yasuko organized six student exchange programs. She is also experienced in the development of both visual and performing arts cultural programs.

At this time the proposed program is open to Gig Harbor and Pierce County home school, public school, and private school students of high school age. The WCI will seek approximately 20 students to travel to Takuma, Japan from Gig Harbor and Pierce County in the second half of July, 2003. All traveling students and hosting participants will receive an extensive overview of cultural differences prior to traveling or hosting. The program is designed as an equal opportunity program.

POLICY CONSIDERATIONS

In order to facilitate formal city involvement in sister city relationships like the one just proposed with Takuma, Japan, most cities adopt organizing policies like the one in the attached resolution that is proposed for adoption. The policy defines the nature and limits of city support, including procedural controls, proactive Council involvement, fiscal controls and accountability, community involvement, and human rights commitment.

FISCAL CONSIDERATIONS

This sister city proposal was not available prior to or during the 2003 budget process, but the WCI has made grant application for \$5000 of support to the City of Gig Harbor Arts Commission for pilot program support. The WCI estimates that \$15,000 of total support is necessary for the conduct of this program during the summer of 2003; however, the material portion of this program will be supported by participating students.

RECOMMENDATION

The Mayor and I recommend that the City Council motion to authorize the Mayor's signature to the attached resolution. Also, in a subsequent motion, we recommend that the City Council task the City Administrator to return a resolution to the Council at the earliest possible council meeting that forms a sister city relationship and cultural exchange with Takuma, Japan, during the summer of 2003, through the Cultural Arts Commission and WCI, with city monetary support not to exceed \$5000.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GIG HARBOR, WASHINGTON, ESTABLISHING SISTER
CITY AFFILIATION POLICY FOR THE CITY OF GIG
HARBOR.**

WHEREAS, the citizens of Gig Harbor have demonstrated a desire to learn more about the people of other cities throughout the world and enhance international communication and understanding; and

WHEREAS, the citizens of Gig Harbor wish to encourage educational, cultural, recreational and technical exchanges to help acquaint themselves with the diverse peoples of the world; and

WHEREAS, the Gig Harbor City Council wishes to enable the citizens of Gig Harbor to have opportunities to give service to and derive benefit from community projects of international scope; and

WHEREAS, Gig Harbor's sister cities should be carefully selected to assure that these special relationships will be useful, educational, and of maximum benefit; and

WHEREAS, each of our sister city relationships should be based upon some common interests and characteristics important to both the City of Gig Harbor and the sister city; and

WHEREAS, the City of Gig Harbor has an informal relationship with Takuma, Japan:

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

That objectives, criteria, procedures, and policies for sister city affiliations are hereby established as follows:

Section 1: Sister City Policy. It is the policy of the City of Gig Harbor to recognize the existence of people-to-people relationships through the establishment of sister city affiliations. This recognition encourages exchanges of diverse cultural, educational, artistic, and professional ideas and programs. Sister City relationships are important to the City of Gig Harbor for several reasons, first, as a means of assisting City of Gig Harbor residents in viewing the challenges and gifts of our community in the broader context of what is truly becoming a global community; second, to create opportunities to honor and support the diversity that gives this global community its vitality; and third, to provide citizens of Gig Harbor with specific opportunities to directly interact with and participate in other cultures.

1) The sister city relationships should emphasize direct contact, communication and coordination with the people in the respective sister cities. By entering into a sister city affiliation, the City of Gig Harbor does not recognize or endorse political actions of the respective sister city government. Any protocol between the City of Gig Harbor and a sister city shall include a stipulation to that effect.

2) Each sister city relationship shall emphasize people-to-people exchanges and projects, especially those of a primarily humanitarian concern which address human needs, environmental concerns, human rights, and the cultural enrichment of people in the respective cities.

3) The City of Gig Harbor will not enter into agreements with sister city projects that would obligate the expenditure of City funds without approval by the City Council.

4) Any sister city agreement entered into by the City of Gig Harbor must contain a statement of a basic commitment of respect for human rights.

5) The City Council will at its discretion authorize such funds as may be required for sister city related functions. The City Administrator will regularly report to City Council the amount and purpose for which funds were authorized.

6) The City of Gig Harbor may establish membership in the Sister Cities International organization as necessary to enable its sister city relationships.

7) Any change in the legal status of a sister city organization must be promptly reported to the City of Gig Harbor.

8) The City Council will annually review each sister city relationship to determine the extent to which each sister city relationship complies with these policies and criteria.

9) The City Council will appoint a Council Liaison to each domestic and foreign sister city organization. The Mayor and each liaison will represent the City of Gig Harbor at official functions within Washington state and will keep the Council aware of important sister city events and activities.

10) The City Administrator will appoint a staff liaison with umbrella responsibility to work with sister city organizations for the purpose of coordinating communications between the City of Gig Harbor and the individual sister city organizations, other international groups, and the community at large.

Section 2: Criteria for Establishing and Maintaining Sister City Relationships. The City of Gig Harbor establishes the following criteria for sister city recognition:

A) In order to assure that sister city affiliations are genuinely reflective of the community and are managed by citizen organizations with resources adequate to the task, sister city affiliations shall:

- 1) Have and maintain Section 501 (c)(3) status.
- 2) Have and maintain a Gig Harbor community-based board of directors, with the board elected by the membership, and with no member of the board being a part of any commercial venture in the sister city.
- 3) Establish membership criteria, but membership may not be denied based upon race, religion, nationality, membership in a minority group, membership in a particular social group or because of the expression of unpopular political opinion.
- 4) Have and maintain an annual budget, a work plan, and a fund-raising report.
- 5) Annually submit a status report to the City Council by the 1st of March of each year which shall show compliance with items A(1), A(2), A(3), and A(4) and the policies set forth in Section 1.
- 6) Make the elements required in A(3), A(4) and A(5) available to the public.

B) A prospective sister city should offer City of Gig Harbor citizens significant exchange opportunities to enhance mutual understanding of the world's cultural diversity. In addition, the following procedures must be followed for official sister city recognition:

- 1) A citizen's organization advocating a new sister city affiliation must present to the City of Gig Harbor City Administrator's office documents that demonstrate compliance with all relevant sections of this sister city policy resolution.
- 2) The City Administrator's office shall advise the City Council that the specified criteria and standards for affiliation have been met, and shall present to the Council any further arguments for or against the proposed affiliation.
- 3) Sister city recognition must be approved by the Council.

Section 3: Effective Date. The criteria, standards and procedures established herein shall be applicable to all pending and future requests for sister city affiliation.

RESOLVED this _____ day of _____, 2003.

APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST / AUTHENTICATED:

Molly M. Towslee, City Clerk

Filed with the City Clerk: 1/8/03
Passed by the City Council:
Resolution No.

INTEREST SURVEY

World Cultural Interaction

Summer 2003:

Experience the culture of Takuma, Japan

CULTURAL
ARTS
COMMISSION

- Learn communications skills in Japanese
- Experience the various art forms of Japan
- Visit schools, businesses & historical sites near Takuma
- Travel to Hiroshima by Bullet Train
- Stay with the families of Takuma
- Create friendships with Japanese students through sharing our Pacific Northwest culture and heritage
- Extended trip to Tokushima

Shirley Tomasi
Executive Director

I am interested in the WCI program. Please contact me regarding:

- _____ Hosting a student in summer, 2003
- _____ Traveling to Japan as a student in summer, 2003
- _____ Working as a WCI volunteer
- _____ Chaperone
- _____ Other _____

NAME: _____

ADDRESS: _____

PHONE: _____ EMAIL: _____

If you'd like to learn more about this program, please return this form to the director of the program: Yasuko Wada, c/o GH-KP CAC, PO Box 1592, Gig Harbor, WA 98335 or email her at YWada@narrows.com. Deadline is January 21, 2003.

This organization is sponsored by the Cultural Arts Commission and the City of Gig Harbor.



"THE MARITIME CITY"

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: STUTZ OIL PROPERTY PURCHASE OFFER
DATE: JANUARY 8, 2003

INFORMATION/BACKGROUND

The City of Gig Harbor and Multicare, represented by its Chief Financial Officer, Vince Schmitz, have entered into an introductory agreement to purchase the waterfront property at 3003 Harborview Drive (site of Stutz Oil Service Incorporated & Marine Fuels) from Multicare for \$405,000.

This offer agreement (attached) is contingent on Council ratification at the January 13, 2003, Council Meeting, the first council meeting subsequent to the execution of the agreement. The agreement, written by City Attorney Carol Morris, identifies conditions on the offer in addition to ratification. These additional conditions include: 1) execution of a purchase and sale agreement; 2) satisfactory appraisal of the property; 3) satisfactory environmental evaluation of the property; and 4) the clear ability to terminate the purchase process if conditions assessed are unacceptable to the city.

Approval of this agreement provides the possibility that a site can be acquired for a maritime pier. This maritime pier could be utilized for commercial maritime, tourism and recreational load/unload activities at a convenient location in downtown Gig Harbor, consistent with project parameters expressed by the Maritime Pier Committee. All of this can be accomplished in beneficial collaboration with neighboring property owners, the Russell Family Foundation and the Tides Tavern.

POLICY CONSIDERATIONS

This initial agreement protects the city's interests consistent with the advice of City Attorney, Carol Morris.

FISCAL CONSIDERATIONS

Adequate funds exist in the Property Acquisition Fund to contemplate this acquisition.

RECOMMENDATION

I recommend that the City Council ratify this agreement, and direct staff to develop a suitable purchase and sale agreement, to secure an MAI commercial appraisal, and to conduct appropriate environmental assessment.

MultiCare
Health System
P.O. Box 5299
Tacoma, WA 98415-0299
(253) 403-1000

DEC 18 2002
DEC 18 2002
2002 DECEMBER 18 AM 10:03
Writer's Direct Dial: 253 403 1905
Writer's Fax No.: 253 403 4395
Writer's e-mail Address: vince.schmitz@multicare.org

December 18, 2002

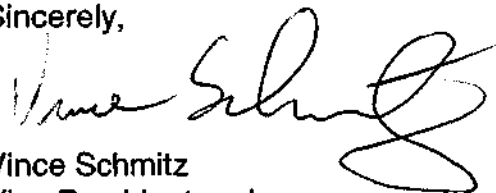
Mr. Mark Hoppen
Gig Harbor City Manager
3105 Judson St
Gig Harbor, WA 98338

**RE: Stutz Oil Property
3003 Harborview Drive**

Dear Mr. Hoppen:

Enclosed please find the notarized original Offer to Purchase Property.

Sincerely,



Vince Schmitz
Vice President and
Chief Financial Officer
MultiCare Health System

VS/gm
Enclosures

cc: Erik Rasmussen, VP/General Counsel

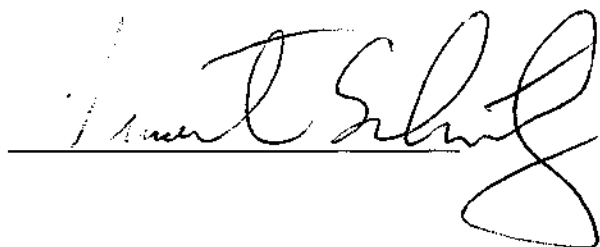
OFFER TO PURCHASE PROPERTY

The City of Gig Harbor offers to purchase the property commonly known as: **Stutz Fuel Oil, Parcel Number: 0221081800, located at 3003 Harborview Drive**, for Four Hundred and Five Thousand Dollars (\$405,000.00), contingent upon the following conditions:

1. Execution of a Purchase and Sale Agreement by the property owners and the Gig Harbor Mayor, as authorized by vote of the Gig Harbor City Council, the terms of which shall be negotiated by the parties to their mutual agreement.
2. An appraisal of the property, commissioned by the City, which shows that the value of the property is within ten percent (10%) of Four Hundred and Five Thousand Dollars. The value of the property shall be determined not only through an appraisal, but may be affected by costs relating to environmental clean-up of the property. The City shall obtain an environmental analysis of the condition of the property, which may include, but not be limited to, a Phase I, II or III study of the environmental contamination of the property.
3. The City's ability to terminate all proceedings towards the purchase of the property, and to invalidate this Offer to Purchase Property, at the City's sole discretion and without payment of any penalties, after the City's review of any encumbrances rendering the property unsuitable for the City's intended use as a marine landing in the Title Report and the City's review of the environmental analysis for the property.
4. This Offer to Purchase is further contingent upon City Council ratification at the next City Council meeting.

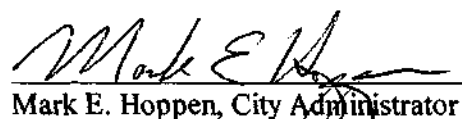
EXECUTED on this 13th day of December, 2002.

SELLERS:



PURCHASER:

CITY OF GIG HARBOR


Mark E. Hoppen, City Administrator

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Vincent Schmitz
_____ is the person who appeared before me, and said persons acknowledged that
(he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the
instrument and acknowledged it to be their free and voluntary act as the CFO
_____ of the property for the uses and purposes mentioned in the instrument.

Dated: 12/18/02

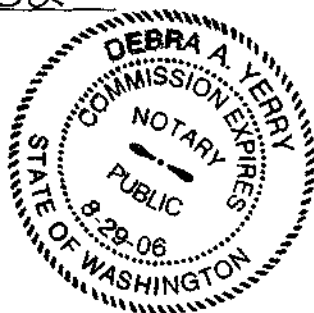
Jill R. Day
Jill R. Day
(print or type name)

NOTARY PUBLIC in and for the State of
Washington, residing at: Milton
My commission expires: 11/9/06

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

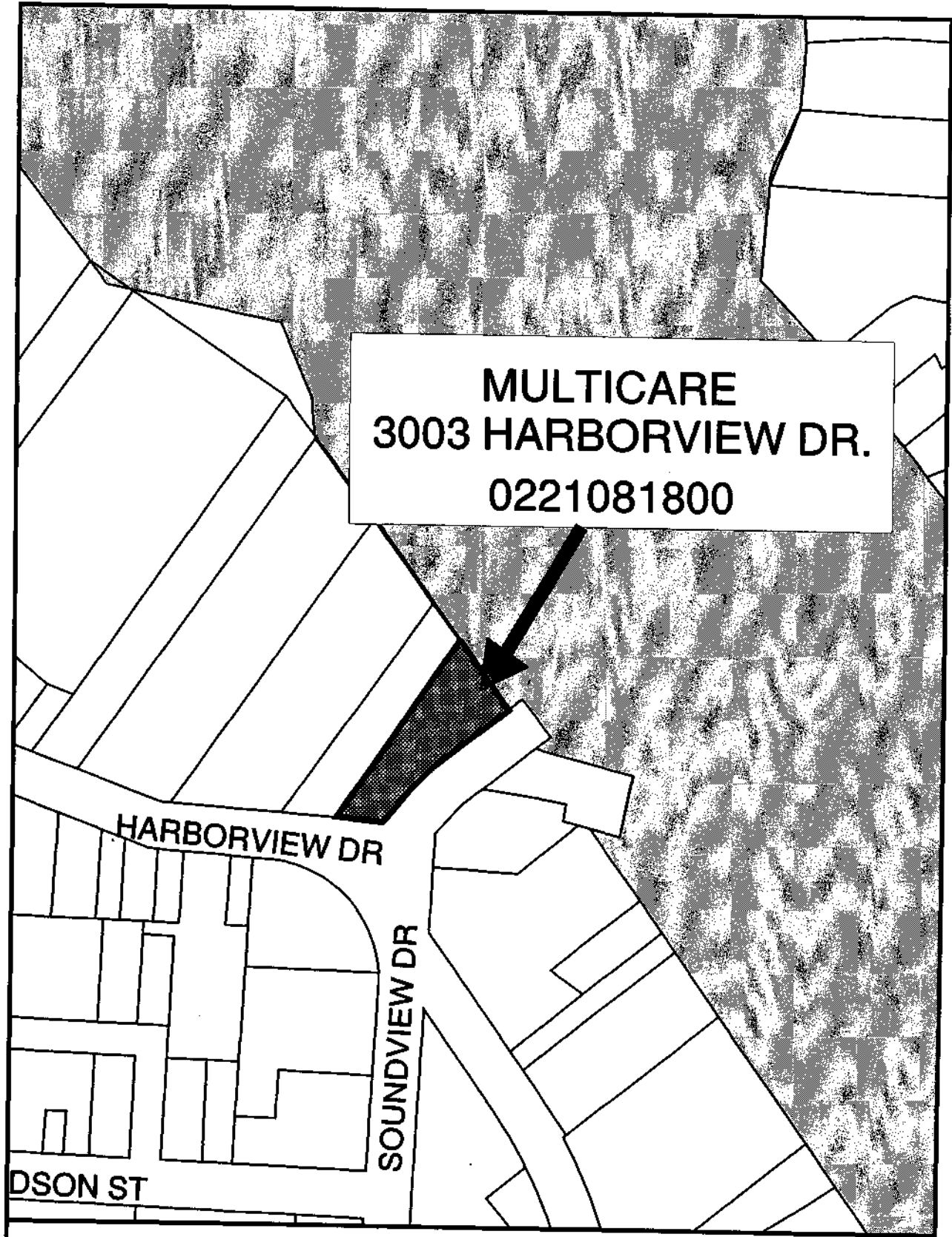
I certify that I know or have satisfactory evidence that Mark E. Hoppen, the person
who appeared before me, and said persons acknowledged that (he/she) signed this
instrument, on oath state that (he/she) was authorized to execute the instrument and
acknowledged it as the City Administrator of Gig Harbor to be the free and voluntary act
for the uses and purposes mentioned in the instrument.

Dated: 12/13/02



Debra Yerry
Debra Yerry
(print or type name)

NOTARY PUBLIC in and for the State of
Washington, residing at: Gig Harbor
My commission expires: 8/29/06



**MULTICARE
3003 HARBORVIEW DR.
0221081800**

HARBORVIEW DR

SOUNDVIEW DR

DSON ST

3003 HARBORVIEW DRIVE



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: PROFESSIONAL SERVICES CONTRACT – APPRAISAL OF STUTZ OIL PROPERTY
DATE: JANUARY 13, 2003

INFORMATION/BACKGROUND

The City has entered into an offer to purchase the Stutz Oil property located at 3003 Harborview Drive. A condition of this offer is that the City obtains an appraisal of the property that shows that the value of the property is within ten percent (10%) of the four hundred and five thousand dollar (\$405,000) asking price. Staff has contacted the appraisal firm of Lamb Hansen Lamb Appraisal Associates, Inc. and attached for Council's consideration is a professional services contract for the appraisal of the property in an amount not to exceed \$8,000.

FISCAL IMPACTS

Adequate funds existing in the adopted 2003 Budget to cover the costs associated with this appraisal.

RECOMMENDATION

I recommend that the City Council move to accept the contract with Lamb Hansen Lamb Appraisal Associates, Inc. in the amount not to exceed \$8,000 for the appraisal of the Stutz Oil property.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
LAMB HANSON LAMB APPRAISAL ASSOCIATES, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Lamb Hanson Lamb Appraisal Associates, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 132 South Spokane St., Suite 100, Seattle, Washington 98134 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the property acquisition of 3003 Harborview Drive, Gig Harbor, WA, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated January 9, 2003, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

The Consultant shall perform all work as described in **Exhibit A**.

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. **PROVIDED, HOWEVER**, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit A**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by March 6, 2003; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in **Exhibit A**. If delivered to consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the

City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

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

VII. Indemnification

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

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

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

VIII. Insurance

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

B. Before beginning work on the project described in this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000. All policies and coverage's shall be on a claims made basis.

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

D. The City of Gig Harbor shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies.

E. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and

the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT
Kurt Engstrom
Lamb Hanson Lamb Appraisal Associates, Inc.
132 South Spokane Street, Suite 100
Seattle, WA 98134-2200
(206) 903-1500 Ext. 45

David G. Brereton
Director of Operations
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-6170

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this 9th day of January, 2003.

CONSULTANT
By: Miriam Blamb
its Principal

CITY OF GIG HARBOR
By: _____
Mayor

Documents to be sent to:
CONSULTANT LAMB HANSEN LAMB
Project Manager KURT ENGSTROM
Firm Name
Address 132 So. Spokane St
City, State, Zip Sea (The WA) 98134
Phone 206 903 1500
EX 45

David G. Brereton
Director of Operations
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-6170

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing at:

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing at:

My Commission expires: _____

**LAMB HANSON LAMB
APPRAISAL ASSOCIATES, INC.
PROFESSIONAL REAL ESTATE APPRAISERS AND CONSULTANTS**

January 9, 2003

Mr. David G. Brereton
Director of Operations
City of Gig Harbor
Gig Harbor, Washington 98335

Re: 3003 Harbor View Drive, Gig Harbor, Washington, 98335.

Dear Mr. Brereton:

As requested, I have prepared the following scope of work and fee schedule. The appraisal is to be presented in a self-contained format and to conform to the Uniform Standards of Professional Appraisal Practice. Attached you will find our estimated fees for the assignment. Our agreement states that the assignment is to be completed by March 6, 2003 barring additional work or unforeseen delays.

Our fee proposal does not include any additional sub-consultant charges should they become necessary.

Thank you in advance for this opportunity to be of service. I am looking forward to working with you on this assignment.

Best Regards,


Kurt Engstrom
Appraiser and Consultant

Exhibit A



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
**SUBJECT: PROFESSIONAL SERVICES CONTRACT - ENVIRONMENTAL
ASSESSMENT OF STUTZ OIL PROPERTY**
DATE: JANUARY 13, 2003

INFORMATION/BACKGROUND

The City has entered into an offer to purchase the Stutz Oil property located at 3003 Harborview Drive. A condition of this offer is that the City obtains an environmental analysis of the condition of the property, which may include a Phase I, II, or III study. Staff has contacted the firm of Saltbush Environmental Services, Inc. and attached for Council's consideration is a professional services contract for a Phase II environmental assessment of the property in an amount not to exceed \$7,500.

FISCAL IMPACTS

Adequate funds existing in the adopted 2003 Budget to cover the costs associated with this appraisal.

RECOMMENDATION

I recommend that the City Council move to accept the contract with Saltbush Environmental Services, Inc. in the amount not to exceed \$7,500 for an environmental assessment of the Stutz Oil property.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
SALTBUSH ENVIRONMENTAL SERVICES, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Saltbush Environmental Services, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 805 Pacific Avenue, Tacoma, Washington 98401 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the design of Environmental Assessment Activities located at 3003 Harborview Drive, Gig Harbor, WA, and desires that the Consultant perform services necessary to provide the following consultation services: Phase II Environmental Assessment.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Services, dated January 9, 2003, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

The Consultant shall perform all work as described in **Exhibit A**.

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by February 5, 2003; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in **Exhibit A**. If delivered to consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the

City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Services referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

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

VII. Indemnification

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

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

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

VIII. Insurance

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

B. Before beginning work on the project described in this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000. All policies and coverage's shall be on a claims made basis.

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

D. The City of Gig Harbor shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies.

E. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and

the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT
John F. Hildenbrand
Saltbush Environmental Services, Inc.
805 Pacific Avenue
Tacoma, Washington 98401
(253) 383-1914

David G. Brereton
Director of Operations
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-6170

XVII. Assignment

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

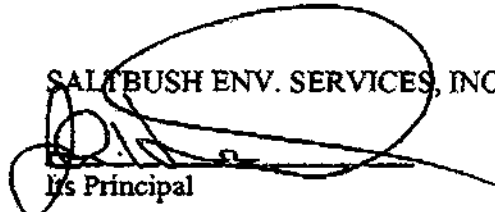
XVIII. Modification

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

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 200__.

By:  **SALTBUSH ENV. SERVICES, INC.**
Its Principal

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:
CONSULTANT
John F. Hildenbrand
Saltbush Environmental Services, Inc.
805 Pacific Avenue
Tacoma, Washington 98402
253-383-1914

David G. Brereton
Director of Operations
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-6170

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing at:

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing at:

My Commission expires: _____

Saltbush

January 9, 2003

Mr. Dave Brereton
City of Gig Harbor
3510 Grandview Street
Gig Harbor Washington 98335

Via Email and Facsimile
Facsimile Number (253) 853-7597

**Re: Phase II Environmental Assessment – Estimated Scope of Services
3003 Harbor View Drive
Gig Harbor, Pierce County, Washington
Saltbush Quote Reference Number 0301Q05-2**

Dear Mr. Brereton:

As discussed in our conversation earlier today, this letter serves to outline estimated Scope of Service for Phase II Environmental Assessment (Phase II) activities at the noted property.

Generally speaking, the Phase II will include a review of existing documentation concerning the site and based on that review a series of soil and ground water samples would be collected from selected locations and submitted for laboratory analysis. Laboratory testing would entail analysis for petroleum compounds currently and historically present at the site as well as any other identified possible contaminants. The scope of the Phase II Assessment would be to identify whether or not suspected contaminants are present at concentrations that exceed action limits specified under the standards contained in the Washington State Model Toxics Control Act (MTCa). The Phase II efforts would include a detailed report of our findings including pertinent recommendations for additional assessment and/or cleanup.

Based on our current understanding of the site, it is expected that field activities would require one day of onsite activity. Testing, data review and report preparation would require approximately fifteen working days.

We appreciate this opportunity to be of service to the City of Gig Harbor. If you have any questions please do not hesitate to call me at 383-1914 or email to jfh@saltbush.com.

Very truly yours
Saltbush Environmental Services, Inc.


John F. Hildenbrand
Principal

G:\WORDP\L\0301Q5-2\3003 Harbor View\Letter Proposal.doc

Exhibit A

Saltbush Environmental Services, Inc.

Saltbush Environmental Services, Inc.

Professional Service Rates

Standard Project including Administration & Overhead - Hourly	\$135.00/hr
Standard Project - Daily Charge (10-hours)	\$1,350.00
Standard Project - Half-Day Charge (Minimum Charge - All Projects)	\$675.00
Deposition, Expert Testimony and Trial Standby Hourly Rate	\$250.00/hr
Principal Oversight, Litigation Support, Complex Review	\$125.00/hr
Senior Project Oversight, Specialized Review, Detailed Consultation	\$100.00/hr
Field, Technical and Research Services	\$70.00/hr
Administrative Services	\$45.00/hr
Mob/Demob (as required)	\$150.00
Standard Safety Services & Supplies: Per Project (or \$25/Day per Technician)	\$100.00
Printing & Copying - Black & White per page	\$0.30
- Color per page	\$1.00

Equipment & Supplies

Saltbush Equipment	Rate Per Week/Day/0.5 Day
Van Rental	\$250/60/40
PreCon Van Rental	\$500/125/75
Vehicle Mileage (as applicable) Per Mile	\$0.45
Grundfos Pump	\$500/125/75
Peristaltic Pump	\$220/50/30
Water Level Indicator	\$110/25/15
PID or CGI/O ₂	\$310/110/50
PH/Temperature, Specific Conductivity or Turbidity Meter	\$110/25/15
Multi-Probe Chamber	\$220/50/30
Pump Tubing (Charge on all monitoring jobs)	\$2.50 per foot
Well Tubing (Charge on all monitoring jobs)	\$0.50 per foot
Tube Fittings (Charge on all monitoring jobs)	\$2.50 ea
Storage Boxes (Dedicated Equipment)	\$20.00 ea
GPS	\$130/30/20
Laptop	\$310/65/40
Digital Camera	\$220/50/30
Manual Sampling Equipment	\$220/50/30
Roto-Hammer	\$220/50/30
Ground Water Package 1 (w/peristaltic)	\$1,500/285/145
Ground Water Package 2 (w/Grundfos)	\$1,800/355/178
Drum Dolly	\$100/25/15
Decontamination Supplies	\$100/25/15
Bailers with Twine	\$15 ea
55-Gallon 17-H, Cutting/Water Drum	\$55 ea

Charges for additional project requirements will be provided upon request. Travel, meals, lodging, etc. to be estimated for the project to determine a per-diem charge. Disposal of cuttings and purge water will be quoted as required. All contracted charges to be billed at cost plus 15%.

Exhibit B

Wordfile\Forms\2002 Charges-Phase II-Type Services.doc



GIG HARBOR

"THE MARITIME CITY"

POLICE DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-2236 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MITCH BARKER, CHIEF OF POLICE *MB*
SUBJECT: NOVEMBER INFORMATION FROM PD
DATE: DECEMBER 17, 2002

The November activity statistics are attached for your review. We have reviewed our traffic enforcement activity and have reminded our officers of the importance of that element of overall traffic safety. You will note an increase in traffic enforcement during November.

The Marine Services Unit was not active in November.

Our two Reserve Officers contributed 90 hours of service in November. This was split between patrol time, court transports and training.



'THE MARITIME CITY'

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GIG HARBOR POLICE DEPARTMENT

MONTHLY ACTIVITY REPORT

Nov 2002

	<u>Nov</u> <u>2002</u>	<u>YTD</u> <u>2002</u>	<u>YTD</u> <u>2001</u>	<u>% chg</u>
CALLS FOR SERVICE	469	5319	5170	3%
SECONDARY OFFICER ASSIST	68	736	---	N/A
CRIMINAL TRAFFIC	21	133	172	-23%
TRAFFIC INFRACTIONS	164	830	734	13%
DUI ARRESTS	2	56	99	-43%
FELONY ARRESTS	2	72	57	26%
WARRANT ARRESTS	5	72	58	24%
MISDEMEANOR ARRESTS	10	185	200	-8%
CASE REPORTS	104	1,124	1,268	-11%
REPORTABLE VEHICLE ACCIDENTS	20	174	250	-30%