

# **Gig Harbor City Council Meeting**

**March 10, 2003  
7:00 p.m.**



**"THE MARITIME CITY"**

**AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING  
March 10, 2003 - 7:00 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 February 24, 2003.
2. Correspondence / Proclamations:
3. Appointment to the Lodging Tax Advisory Committee.
4. Appointments to the Skansie Brothers' and Wilkinson Parks Ad Hoc Committees.
5. WSDOT Assignable Easement for Tacoma City Light.
6. Purchase Authorization – Street Lights for Harborview Drive.
7. Purchase Authorization – Street Lights for Pioneer Way.
8. Purchase Authorization – Street Lights for Vernhardson Street.
9. Cushman Trailhead Design Services - Consultant Service Agreement.
10. Stormwater Maintenance Agreement – Estates at Gig Harbor.
11. Looker & Associates Escrow Agreement -Point Fosdick Landscape Median – Retainage.
12. Plant Controls Upgrade – Consultant Services Contract.
13. Approval of Payment of Bills for March 10, 2003.  
Checks #39417 through # 39545 in the amount of \$423,347.29.
14. Approval of Payroll for the Month of February, 2003.  
Checks #2383 through #2396 in the amount of \$227,249.55.

**OLD BUSINESS:**

1. Second Reading of Ordinance – Repealing Section 2.24.010 of the GHMC.
2. Second Reading of Ordinance – Filing of Candidacy.

**NEW BUSINESS:**

1. Resolution – Declaration of Surplus Property.
2. Stormwater Drainage Modeling Phase 2 – Amendment to Consultant Services Agreement.
3. Agreement to Perform Utility Bill Printing and Mailing Services.

**STAFF REPORTS:**

GHPD – January Stats.

**PUBLIC COMMENT:**

**COUNCIL COMMENTS / MAYOR'S REPORT:**

**ANNOUNCEMENT OF OTHER MEETINGS:**

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

**ADJOURN:**

## GIG HARBOR CITY COUNCIL MEETING OF FEBRUARY 24, 2003

**PRESENT:** Councilmembers Ekberg, Young, Franich, Owel, Dick, Picinich, Ruffo and Mayor Wilbert.

**CALL TO ORDER:** 7:08 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 February 10, 2003.
2. Correspondence / Proclamations: a) PSRC-Meeting Notice  
b) Letter from Fred Rider c) Women's History Month d) Red Cross Month
3. City Prosecutor Contract.
4. Washington State DOT Certification Acceptance.
5. Purchase and Installation Agreement – SCADA System Phase II.
6. Traffic Signal Maintenance Agreement – DOT.
7. Borgen Blvd. Round-a-Bout – Quit Claim Deed.
8. Amendment #3 to the Consultant Services Contract Sewer Outfall Extension.
9. Liquor License Change of Corporate Officers: Fred Meyer Marketplace.
10. Liquor License Assumption: Chevron Maritime Mart
11. Approval of Payment of Bills for February 24, 2003.

Councilmember Franich asked to move item number 6. Traffic Signal Maintenance Agreement, to new business.

**MOTION:** Move to approve the consent agenda as amended.  
Ekberg/Ruffo – unanimously approved.

### **OLD BUSINESS:**

1. Design Review Board Selection. Mark Hoppen, City Administrator, explained that there is one position to fill for a two-year term.

**MOTION:** Move to appoint Darrin Filand to fill the two-year position on the Design Review Board.  
Dick/Owel -

Councilmember Picinich stressed that Mr. Filand was not a city resident, and he would oppose his appointment.

Councilmember Ekberg said that this is a very tough decision, as there were so many very qualified candidates. He added that he hoped that the city could somehow involve all the candidates.

Councilmember Owel explained that she used a matrix system to determine the areas in which the board is deficient. She said that the board has a gap in the areas of a licensed architect and a person with landscaping/arborist skills.

Mayor Wilbert introduced Matt Halverson, who was unable to attend the last meeting to make a presentation to Council. She explained that Matt has an environmental background.

Councilmember Ruffo said that he felt that the candidate's qualifications were more important than whether or not they are a city resident. Councilmember Franich agreed, stating that he thought Mr. Filand was a good candidate.

Councilmember Dick added that all the candidates have extraordinary qualifications. He explained that the Design Review Board was established with certain criteria in mind, one of which was an architect. He said that he thought it was worth consideration to keep an architect on the board.

Councilmember Young explained that he recently attended the AWC Conference and learned that there are other Washington cities, some twice the size of Gig Harbor, that don't even have enough people to fill their vacant positions. He said that Gig Harbor is very lucky to have willing volunteers with such different backgrounds who are willing to serve. He encouraged the candidates who are not appointed to apply to other vacant positions. He agreed that this was a very difficult decision, adding that if there were two applicants with the same technical qualifications, he would choose the city resident.

**MOTION:** Move to appoint Darrin Filand to fill the two-year position on the Design Review Board.  
Dick/Owel – roll call vote as follows:

Ekberg – no; Young – no; Franich – yes; Owel – yes; Dick – yes; Picinich – no; Ruffo – no. The motion failed four to three.

**MOTION:** Move to appoint James Pasin to fill the two-year position on the Design Review Board.  
Picinich/Ekberg –

Councilmembers discussed Mr. Pasin's qualifications to serve on the committee. They again encouraged all the applicant's to apply to other positions.

**MOTION:** Move to appoint James Pasin to fill the two-year position on the Design Review Board.  
Picinich/Ekberg – unanimously approved.

**NEW BUSINESS:**

1. Naming of Streets in Estates at Gig Harbor Plat. John Vodopich, Community Development Director, presented this request for the naming of four public streets in the Estates at Gig Harbor subdivision. He said that the streets are located outside the Historical Name area and are approvable.

**MOTION:** Move to authorize the naming of the streets a proposed by the applicant.  
Dick/Ruffo – unanimously approved.

2. First Reading of Ordinance – Repealing Section 2.24.010 of the GHMC. Mark Hoppen explained that a portion of the Gig Harbor Municipal Code is outdated because of the adoption of Washington state’s Model Traffic Ordinance. This ordinance would repeal the section stating that the city shall designate the public works director as the city engineer and city traffic engineer. This will return at the next meeting for a second reading.

3. First Reading of Ordinance – Filing of Candidacy. Molly Towslee, City Clerk, explained that this was a housekeeping ordinance to reflect the filing of candidacy with Pierce County rather than with the City Clerk. This will return at the next meeting for a second reading.

4. Recommendation for 2003 Arts Grant. Mark Hoppen explained that after review of twelve grant applications, the Gig Harbor Arts Commission has recommended the expenditure of \$10,000 of the \$20,000 budgeted funds for Art Grants.

**MOTION:** Move to authorize the allocation of \$10,000 for Arts Grants per the recommendation of the Gig Harbor Arts Commission.  
Picinich/Ruffo – unanimously approved.

5. Traffic Signal Maintenance Agreement – DOT. Mark Hoppen explained that without this agreement, the Department of Transportation would remove the signalization boxes that control the traffic signals.

Councilmember Franich said that he was concerned with the timing of the light located at the corner of Grandview and Pioneer and asked if this could be adjusted.

**MOTION:** Move to approve the Traffic Signal Maintenance Agreement with the Department of Transportation.  
Ruffo/Franich – unanimously approved.

**STAFF REPORTS:** None.

## **PUBLIC COMMENT:**

Mayor Wilbert explained that the cups presented to Council before the meeting were from the Red Cross. She introduced Carrie Cerrito, Executive Director of the American Red Cross, to speak to Council about the proclamation declaring March as Red Cross month.

Ms. Cerrito explained the mission of the Red Cross and described some of the service that they provide here locally. These include responding a house fire with emergency shelter, food and clothing for the family; search and rescue efforts; CPR and First Aid training; and meals for our Seniors citizens.

Ms. Cerrito talked about the importance of volunteers to their program, and presented a recognition plaque to a local volunteer, Angela Lindsay. Both ladies said that the Red Cross would be presenting a series of disaster preparedness programs here at the Civic Center.

Ms. Cerrito said that the Red Cross relies upon the generosity of the public, and thanked the City of Gig Harbor for the continued support. She invited the Councilmembers to come and have lunch with a senior at St. Nicholas, to visit their office in Tacoma, or to visit any on-site function.

## **COUNCIL COMMENTS / MAYOR'S REPORT:**

Councilmember Young said that he had distributed an outline of the some of the things he had learned at the recent AWC Legislative Conference. He explained that Gig Harbor is very unique and one of the luckiest cities in the state because we are not in financial crisis.

He gave an overview of the issues and how they are impacting cities and counties throughout the state. He discussed efforts to counteract this crisis and the methods that had been discussed. He stressed that Council should oppose efforts to share a portion of the sales tax revenue, and proposed gambling increases.

Councilmember Owel explained that the expansion of commercial gambling undermines local land-use control. She said that House Bill 1667 affirms cities rights to local control and stressed the need for support of this bill.

Councilmember Young concluded by saying that the city should continue fiscal management; manage the city's debt; and encourage commercial stimulus to avoid the problems facing other municipalities.

Councilmember Dick thanks Derek for representing the city by attending the conference and sharing the information he had learned.

Council Advisory Committees. Mayor Wilbert asked for consideration in approving these committees.

**MOTION:** Move to approve the Council Advisory Committees as presented.  
Ruffo/Franich – unanimously approved.

**EXECUTIVE SESSION:** For the purpose of discussing potential litigation per RCW 42.30.110(i).

**MOTION:** Move to adjourn to Executive Session for approximately ten minutes at 7:56 p.m. to discuss potential litigation.  
Picinich/Franich – unanimously approved.

**MOTION:** Move to return to regular session at 8:00.  
Ruffo/Picinich – unanimously approved.

**ADJOURN:**

**MOTION:** Move to adjourn at 8:00 p.m.  
Ruffo/Picinich - unanimously approved.

CD recorder utilized:  
Disc #1 Tracks 1-18

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Gretchen Wilbert, Mayor

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City Clerk



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**TO: CITY COUNCIL**  
**FROM: MAYOR GRETCHEN WILBERT** *GW*  
**SUBJECT: APPOINTMENT TO THE LODGING TAX ADVISORY COMMITTEE**  
**DATE: MARCH 5, 2003**

#### **INFORMATION/BACKGROUND**

We recently received a letter of resignation from Shirley Tomasi for her position on the Lodging Tax Advisory Committee. We thank Shirley for her participation on the committee and wish her the best. In her letter, Shirley asked that we consider appointing Christine Henderson-Bayles, the new Executive Director of the Cultural Arts Commission, to fill her position on the Committee.

#### **RECOMMENDATION**

A motion for the appointment of Christine Henderson-Bayles to fill the vacant position on the Gig Harbor Lodging Tax Advisory Committee.



## Hoppen, Mark

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**From:** Shirley Tomasi [shirleytomasi@harboret.com]  
**Sent:** Wednesday, February 26, 2003 6:09 PM  
**To:** Hoppen, Mark  
**Cc:** Christinehenderson9@msn.com; gigharborguide@hotmail.com  
**Subject:** GH Hotel/Motel Taxes Resignation

Dear Mark:

Please accept my member resignation from the Gig Harbor Hotel Motel Tax Committee. I would appreciate Christine Henderson-Bayles being appointed in my place as she is currently the Gig Harbor Key Peninsula Cultural Arts Commission's Executive Director.

Thank you.

Shirley  
(Shirley Kenney-Tomasi)  
11107 Hallstrom Drive NW  
Gig Harbor, WA. 98332  
(253) 851-4237



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**TO: CITY COUNCIL**  
**FROM: MAYOR GRETCHEN WILBERT** *gw*  
**SUBJECT: APPOINTMENT OF AD HOC COMMITTEES FOR THE SKANSIE BROTHERS' PARK AND THE HELEN INDEPENDENCE WILKINSON FARM**  
**DATE: MARCH 6, 2003**

#### **INFORMATION/BACKGROUND**

Twenty-two persons responded to the notice of invitation for the formation of these committees. Below is the list of volunteers who have shown an interest in serving:

#### **Skansie Brother's Park**

Gregg Lovrovich  
Leonard Forsman  
Alan Anderson  
Darrin Filand  
Kae Paterson  
Chris Erlich  
Gary Glein  
Guy Hoppen  
Gerald Eysaman  
Linda Gair  
Nancy Altman  
John McMillan  
Lita Dawn Stanton  
Lee Makovich

#### **Helen Independence Wilkinson Farm**

Patti Horning  
Charles Bronson  
Liz Lathrop  
Darrin Filand  
Kae Paterson  
Chris Erlich  
Robert Lathrop  
Bruce Gair  
Gerald Eysaman  
Eva Jacobsen  
June Wolfe  
Wendy Morin

#### **RECOMMENDATION**

A motion for the approval of these Ad Hoc Committees formed to develop a plan to present to Council members for the Skansie Brothers' Park and the Helen Independence Wilkinson Farm.



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March 4, 2003

Re: Ad Hoc Committees for the Skansie and Wilkinson Properties

Dear Committee Volunteers:

The City received 18 letters of interest from volunteers offering to share their ideas on park planning for the waterfront Skansie Brothers Park and the Helen Independence Wilkinson Farm on Rosedale.

Four volunteers indicated an interest in serving on both committees. Their qualifications will bring continuity within our overall park planning.

Thank you for your letter of interest to serve on the Ad Hoc Committee(s) to initiate planning for the Skansie Brothers' and/or the Wilkinson properties.

Your appointment to the committee(s) will be recommended to the City Council at the March 10<sup>th</sup> meeting at 7:00 p.m. in the Civic Center Council Chambers. You are welcome to attend and be introduced.

There will be two public hearings for the Committees to gather input scheduled for Monday, March 17<sup>th</sup> and Monday, March 31<sup>st</sup>, 6:30 to 8:30 p.m. in the Council Chambers at the Gig Harbor Civic Center. Wilkinson Farm ideas will be heard from 6:30 to 7:30 p.m.; Skansie Brothers Park ideas will be heard from 7:30 until 8:30 p.m. Any written communication will also be entered into the discussion.

After the two public hearings, the Ad Hoc Committees will meet in the Community Rooms to discuss the ideas gathered and to prepare their report to Council. The date of these meetings will be: Monday, April 7<sup>th</sup>, Monday, April 21<sup>st</sup>, and Monday, May 5<sup>th</sup>, at 6:30 p.m. for the Wilkinson Farm and 7:30 p.m. for the Skansie Brothers Park. Both Ad Hoc Committees shall sunset by June 30, 2003.

We hope you will be able to fit the planned meeting times into your schedule. We look forward to sharing ideas. Thank you again.

Sincerely,

Gretchen A. Wilbert  
Mayor



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**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FM: JOHN P. VODOPICH, AICP** *JP*  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**RE: WSDOT ASSIGNABLE EASEMENT FOR TACOMA CITY LIGHT**  
**DATE: MARCH 10, 2003**

#### **INTRODUCTION/BACKGROUND**

When WSDOT realigned SR16 in 1970, rights of way were relocated and conveyed to Pierce County. Upon annexation, anything conveyed to Pierce County was then conveyed to the City. WSDOT originally conveyed over to Pierce County several Tacoma City Light utility easements in error and are now requesting that these easements be re-conveyed to Tacoma City Light for access and maintenance purposes of the Cushman Transmission Line. The State has drafted an assignable Easement upon the City's request allowing this to happen.

This Easement has been reviewed and approved by Carol Morris, City Attorney.

City Council approval of the Easement is being requested.

#### **FISCAL CONSIDERATIONS**

No funds will be expended for the described Easement.

#### **RECOMMENDATION**

I recommend that City Council approve this Easement.

After recording return document to:

State of Washington  
Department of Transportation  
Real Estate Services Office  
P O Box 47338  
Olympia WA 98504-7338

**Document Title: Easement**

**Grantor(s): City of Gig Harbor**

**Grantee(s): State of Washington**

**Legal Description: NW $\frac{1}{4}$ SE $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , Section 17;  
NE $\frac{1}{4}$ SE $\frac{1}{4}$  Section 7; and NW $\frac{1}{4}$ SW $\frac{1}{4}$  Section 8;  
all in Township 21 North, Range 2 East, W.M.**

**Additional Legal Description is on Pages 4 and 5 of Document.**

**Assessor's Tax Parcel Number: None Assigned – Public Road**

## EASEMENT

State Route 16, Narrows Bridge to Olympic Drive

The Grantor, the CITY OF GIG HARBOR, a municipal corporation in the State of Washington, for and in consideration of clearing title pursuant to this Agreement No. GC 2798, conveys and warrants unto the STATE OF WASHINGTON and its assigns, an easement over, under, upon and across the hereinafter described lands for the purpose of operating, maintaining, repairing and reconstructing of transmission and distribution lines and appurtenances thereto.

Said lands being situated in Pierce County, State of Washington, and described as follows:

See Exhibit A attached hereto and made a part hereof.

It is understood and agreed that delivery of this Easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, Department of Transportation by its Director of Real Estate Services.

**EASEMENT**

Dated: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Mayor, City of Gig Harbor

By: \_\_\_\_\_  
City Attorney

Attest:

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

Accepted and Approved

STATE OF WASHINGTON  
Department of Transportation

By: \_\_\_\_\_  
Gerald L. Gallinger  
Director, Real Estate Services

Date: \_\_\_\_\_



## EASEMENT

### EXHIBIT A

#### Parcel A:

That portion of the Northwest quarter of the Southeast quarter of Section 17, Township 21 North, Range 2 East, W.M. in Pierce County, Washington, described as follows:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) A<sub>2</sub> 63+85.75 on the A<sub>2</sub> Line survey of SR 16, Narrows Bridge to Olympic Drive and 77.77 feet Northeasterly therefrom; thence Northeasterly to a point opposite HES A<sub>2</sub> 64+11.31 on said survey line and 172.90 feet Northeasterly therefrom; thence Easterly to a point opposite HES A<sub>2</sub> 63+43.34 on said survey line and 281.98 feet Northeasterly therefrom; thence Southwesterly to a point opposite HES A<sub>2</sub> 62+63.07 on said survey line and 146.12 feet Northeasterly therefrom; thence Northwesterly to the point of beginning.

#### Parcel B:

That portion of the Northwest quarter of the Southeast quarter and the Southwest quarter of the Northeast quarter of Section 17, Township 21 North, Range 2 East, W.M., in Pierce County, Washington, described as follows:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) A<sub>2</sub> 65+45.15 on the A<sub>2</sub> Line survey of SR 16, Narrows Bridge to Olympic Drive and 41.56 feet Northeasterly therefrom; thence Northwesterly to a point opposite HES A<sub>2</sub> 66+74.98 on said survey line and 40 feet Northeasterly therefrom; thence Easterly to a point opposite HES A<sub>2</sub> 65+06.09 on said survey line and 146.78 feet Northeasterly therefrom; thence Southeasterly to a point opposite HES A<sub>2</sub> 64+11.31 on said survey line and 172.90 feet Northeasterly therefrom; thence Westerly to the point of beginning.

#### Parcel C:

That portion of the Southwest quarter of the Northeast quarter and the Southeast quarter of the Northwest quarter of Section 17, Township 21 North, Range 2 East, W.M., in Pierce County, Washington, described as follows:



## EASEMENT

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) SB 1121+93.72 on the SB Line survey of SR 16, Narrows Bridge to Olympic Drive and 250 feet Northeasterly therefrom; thence Northerly to a point opposite HES SB 1122+77.48 on said SB Line and 304.81 feet Northeasterly therefrom; thence Easterly to a point opposite HES A<sub>2</sub> 74+02.72 on the A<sub>2</sub> Line survey of said highway and 117.86 feet Southwesterly therefrom; thence Southeasterly, along the Easterly right of way line of Wickersham Road, to a point opposite HES A<sub>2</sub> 73+29.49 on said A<sub>2</sub> Line and 165.08 feet Southwesterly therefrom; thence Westerly to the point of beginning.

### Parcel D:

That portion of the Northeast quarter of the Southeast quarter of Section 7 and the Northwest quarter of the Southwest quarter of Section 8, all in Township 21 North, Range 2 East, W.M., in Pierce County, Washington, described as follows:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) BR<sub>3</sub> 12+19 on the BR<sub>3</sub> Line survey of SR 16, Narrows Bridge to Olympic Drive and 70 feet Northeasterly therefrom; thence Northeasterly to a point opposite HES CR<sub>3</sub> 0+22.66 on the CR<sub>3</sub> Line survey of said highway and 70 feet Northeasterly therefrom; thence Northwesterly to a point opposite HES CR<sub>3</sub> 1+18.13 on the said CR<sub>3</sub> Line survey and 70 feet Northeasterly therefrom; thence Northerly to a point opposite HES CR<sub>3</sub> 1+57.29 on said CR<sub>3</sub> Line and 170 feet Northeasterly therefrom; thence Southeasterly to a point opposite HES A<sub>3</sub> 56+20.28 on the A<sub>3</sub> Line survey of said highway and 40 feet Northwesterly therefrom; thence Southeasterly to a point opposite HES A<sub>3</sub> 56+23.58 on said A<sub>3</sub> Line and 50 feet Southeasterly therefrom; thence Southwesterly to the point of beginning.

The specific details concerning all of which are to be found on Sheets 7 and 9 of that certain plan entitled SR 16, Narrows Bridge to Olympic Drive, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington, bearing date of approval of March 19, 1970, and revised as of February 9, 2000.

Approved:

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City of Gig Harbor



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**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: JOHN P. VODOPICH, AICP**  
**DIRECTOR, COMMUNITY DEVELOPMENT**  
**SUBJECT: PURCHASE AUTHORIZATION – STREET LIGHTS FOR**  
**HARBORVIEW DRIVE**  
**DATE: MARCH 10, 2003**

#### **INTRODUCTION/BACKGROUND**

An identified Street Objective in the 2003 Budget was the purchase and installation of street lights along Harborview Drive.

Price quotations for seven street lights (delivered) were obtained from three vendors in accordance with the City's Small Works Roster process for the purchase of materials (Resolution 593). The price quotations are summarized below:

<u>Vendors</u>	<u>Total</u> (Including Sales Tax and Shipping)
TriArc Electric Supply Co.	\$ 14,744.58
Consolidated Electric Distributors, Inc	\$ 15,290.19
Wesco Distribution Inc.	\$ 15,714.75

The lowest price quotation received was from TriArc Electric Supply Co. in the amount of \$14,744.58, including Washington state sales tax and shipping.

Work is expected to begin following delivery of the material in mid-May.

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

Budgeted funds are available in the Street Fund objective #7 for purchase of the materials. City crews will install the street lights.

#### **RECOMMENDATION**

I recommend that Council authorize purchase of the street lights for installation along Harborview Drive from TriArc Electric Supply Co. as the lowest vendor, for their price quotation proposal amount of fourteen thousand seven hundred forty four dollars and fifty-eight cents (\$14,744.58), including Washington state sales tax and shipping.



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**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: JOHN P. VODOPICH, AICP**  
**DIRECTOR, COMMUNITY DEVELOPMENT**  
**SUBJECT: PURCHASE AUTHORIZATION – STREET LIGHTS FOR**  
**PIONEER WAY**  
**DATE: MARCH 10, 2003**

**INTRODUCTION/BACKGROUND**

An identified Street Objective in the 2003 Budget was the purchase and installation of street lights along Pioneer Way.

Price quotations for seven street lights (delivered) were obtained from three vendors in accordance with the City's Small Works Roster process for the purchase of materials (Resolution 593). The price quotations are summarized below:

<u>Vendors</u>	<u>Total</u> (Including Sales Tax and Shipping)
TriArc Electric Supply Co.	\$ 14,744.58
Consolidated Electric Distributors, Inc	\$ 15,290.19
Wesco Distribution Inc.	\$ 15,714.75

The lowest price quotation received was from TriArc Electric Supply Co. in the amount of \$14,744.58, including Washington state sales tax and shipping.

Work is expected to begin following delivery of the material in mid-May.

**ISSUES/FISCAL IMPACT**

Budgeted funds are available in the Street Fund objective #7 for purchase of the materials. City crews will install the street lights.

**RECOMMENDATION**

I recommend that Council authorize purchase of the street lights for installation along Pioneer Way from TriArc Electric Supply Co. as the lowest vendor, for their price quotation proposal amount of fourteen thousand seven hundred forty four dollars and fifty-eight cents (\$14,744.58), including Washington state sales tax and shipping.



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**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: JOHN P. VODOPICH, AICP**  
**DIRECTOR, COMMUNITY DEVELOPMENT**  
**SUBJECT: PURCHASE AUTHORIZATION - STREET LIGHTS FOR**  
**VERNHARDSON STREET**  
**DATE: MARCH 10, 2003**

#### **INTRODUCTION/BACKGROUND**

An identified Street Objective in the 2003 Budget was the purchase and installation of street lights along Vernhardson Street.

Price quotations for seven street lights (delivered) were obtained from three vendors in accordance with the City's Small Works Roster process for the purchase of materials (Resolution 593). The price quotations are summarized below:

<u>Vendors</u>	<u>Total</u> (Including Sales Tax and Shipping)
TriArc Electric Supply Co.	\$ 14,744.58
Consolidated Electric Distributors, Inc	\$ 15,290.19
Wesco Distribution Inc.	\$ 15,714.75

The lowest price quotation received was from TriArc Electric Supply Co. in the amount of \$14,744.58, including Washington state sales tax and shipping.

Work is expected to begin following delivery of the material in mid-May.

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

Budgeted funds are available in the Street Fund objective #7 for purchase of the materials. City crews will install the street lights.

#### **RECOMMENDATION**

I recommend that Council authorize purchase of the street lights for installation along Vernhardson Street from TriArc Electric Supply Co. as the lowest vendor, for their price quotation proposal amount of fourteen thousand seven hundred forty four dollars and fifty-eight cents (\$14,744.58), including Washington state sales tax and shipping.



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**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: JOHN VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: CUSHMAN TRAILHEAD**  
**CONSULTANT SERVICES CONTRACT- DESIGN SERVICES**  
**DATE: MARCH 10, 2003**

#### **INTRODUCTION/BACKGROUND**

Budgeted objectives for 2003 include the conceptual design/construction of a park located at Hollycroft and Olympic Drive (the triangle piece of land) at the Cushman Trailhead.

After reviewing the Consultant Services Roster, the landscape architecture firm of Bradley Design Group was selected as the most qualified to perform the work. Their selection was based on their understanding of the project, familiarity with the area, and similar design work of the Rush Construction project, Park Plaza, which is providing parking and access to the Trail, across the street from this location.

#### **POLICY CONSIDERATIONS**

Bradley Design Group is able to meet all of the City's standard insurance provisions for professional services contracts.

#### **FISCAL CONSIDERATIONS**

This work was anticipated in the adopted 2003 Budget and is within the 2003 Parks budgeted allocation, objective #10.

#### **RECOMMENDATION**

I recommend that the Council move and approve execution of the Consultant Services Contract with Bradley Design Group for conceptual design work in the amount not to exceed two thousand one hundred ninety dollars and zero cents (\$2,190.00).

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
BRADLEY DESIGN GROUP**

---

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Bradley Design Group, a corporation organized under the laws of the State of Washington, located and doing business at 4330 No. Lexington Street, Tacoma, Washington 98407, (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the design of a park at the intersection of Hollycroft and Olympic Drive (Cushman Trailhead) 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 28, 2003, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A**, and are incorporated by this reference as if fully set forth herein.

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

**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 One Hundred Ninety Dollars and zero cents (\$2,190.00) 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 July 18, 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  
Kathleen Bradley Reader  
Principal  
Bradley Design Group  
4330 No. Lexington Street  
Tacoma, Washington 98407  
(253) 756-7906

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.

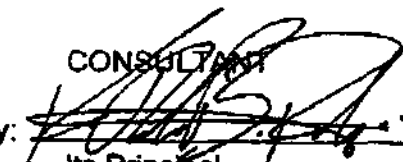
#### XVIII. Modification

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 3 day of March, 2003.

CONSULTANT  
By:   
Its Principal

CITY OF GIG HARBOR  
By: \_\_\_\_\_  
Mayor

Notices to be sent to:  
Kathleen Bradley Reader  
Bradley Design Group  
4330 No. Lexington Street  
Tacoma, Washington 98407  
(253) 756-7906

David 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 \_\_\_\_\_ 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**  
**BRADLEY DESIGN GROUP**  
Landscape Architecture  
Site Planning



28 January 2003

**David Brereton**  
Director of Operations, City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

Dear David,

It was great to meet with you last week and thank you for the opportunity to submit a proposal for preliminary design assistance of the Olympic Drive Triangle Park (for lack of a better name). Per our discussion, I have determined Bradley Design Group's scope of services to be as follows:

**Project Location:**

Olympic Drive Triangle Park, Gig Harbor, WA

**Scope of Services:**

- Design and draft conceptual park/gateway plans, sketches and sections for review with City of Gig Harbor staff, Pierce County and Tacoma Power. Conceptual plans to include the general location of paved and landscape areas, potential signage or features, site amenities and gateway elements, connections to adjacent properties and community open space areas.
- Coordination and design meetings with City of Gig Harbor for location of utilities, road alignment & traffic issues, WSDOT requirements, power line easements, lot line locations and any other site related elements.
- Coordination and meetings with Pierce County Trails Coordinator & Tacoma Power for trailhead location and trail alignment, design conformance to right of way and utility corridor requirements.
- Revisions to plans per City, County and Tacoma Power review meetings.
- Prepare final concept plans, sketches and sections for presentation and review by Gig Harbor City Council.

**Notes:**

1. This proposal does not include hours for significant re-design once the work is substantially complete.
2. Fees indicated are not to exceed and based on the above outlined scope of services. Modifications to the project scope or schedule may require a revision to this scope. Additional services, if required, will be billed at the standard hourly rates only after approval by the City.
3. Terms are monthly invoicing with net due in 30 days.

**Fees:**

The estimated fee for design and preparation of conceptual landscape plans and project coordination is \$2190.00.

If you have any questions regarding our scope of services, please do not hesitate to call. I have also included a copy of our statement of qualifications to introduce our firm to you and your staff. We look forward to working with you on this project.

Kind regards,

  
**Kathleen Bradley Reader**  
Principal

4330 N. Lexington Street office: 253.756.7906  
Tacoma, WA 98407 email: kathleen@bradtree.com  
[www.bradtree.com](http://www.bradtree.com)

RECEIVED  
FEB 05 2003  
CITY OF GIG HARBOR  
PUBLIC WORKS DEPT





# Fee Proposal

Date  
1/28/2003

**Name / Address**

David Brereton  
Director of Operations  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

**Project**

Gig Harbor Triangle Park

Description	Qty.	Total
Landscape Architecture Services Conceptual Design for Triangle Park in Gig Harbor Principal Meeting Attendance & Project Coordination Associate Meeting Attendance	6 2	630.00 150.00
Principal Design Fee Associate Design Fee	2 16	210.00 1,200.00
<i>We look forward to working with you on this project!</i>	<b>Total</b>	<b>\$2,190.00</b>

**RECEIVED**  
**FEB 05 2003**  
CITY OF GIG HARBOR  
PUBLIC WORKS DEPT



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: STORMWATER FACILITIES MAINTENANCE AGREEMENT AND**  
**RESTRICTIVE COVENANT**  
**ESTATES AT GIG HARBOR**  
**DATE: MARCH 10, 2003**

#### **INTRODUCTION/BACKGROUND**

The City has required private on-site stormwater detention facilities to be constructed on separate tracks in conjunction with the Estates at Gig Harbor development. As specified in Section 14.20.530, Gig Harbor Municipal Code (GHMC), a maintenance covenant is required for all privately maintained drainage facilities, as well as a requirement that the covenant be recorded with the property. This allows the City a nonexclusive right of entry onto those portions of the property immediately adjacent to the stormwater facilities for the purpose of inspection of the facilities, and further requires that the property owner perform his/her own regular inspection and maintenance of the facilities at the property owner's expense.

The City's standard Stormwater Facilities Maintenance Agreement and Restrictive Covenant has been drafted and approved by Carol Morris, City Attorney.

Council approval of the agreement is requested.

#### **FISCAL CONSIDERATIONS**

No funds will be expended for the acquisition of the described agreement.

#### **RECOMMENDATION**

I recommend approval of the agreement as presented.

## STORM WATER FACILITIES MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANT

This Storm Water Facilities Maintenance Agreement and Restrictive Covenant is made this 10th day of MARCH, 2002, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and DONALD G. HUBEK, residing at PIERCE COUNTY, WASHINGTON (hereinafter "Owner").

### RECITALS

WHEREAS, Owner is the owner of fee title or a substantial beneficial interest in certain real property located in Gig Harbor, Washington, commonly described as ESTATES AT GIG HARBOR (hereinafter the "Property") and legally described in Exhibit A, which is attached hereto and incorporated herein by this reference; and

WHEREAS, in connection with the Owner's proposed development of the Property, the City has required and the Owner has agreed to construct a storm water collection and detention system; and

WHEREAS, such drainage system is described and shown on a construction drawing prepared by the engineering firm of DBM CONSULTING ENGINEERS on JUNE 27, 2002 (hereinafter the "Drainage System Drawing"), for the Owner's Property, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, as a condition of project approval and/or as a condition of the City's utilization of the Owner's storm drainage system, the parties have entered into this Maintenance Agreement and Restrictive Covenant, in order to ensure that the drainage system will be constructed and maintained in accordance with the approved plans and the City's development standards;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the City hereby agree as follows:

## T E R M S

Section 1. Construction and Maintenance. Owner agrees to construct and maintain a drainage system on its Property, as shown on the Drainage System Drawing, **Exhibit B**. The drainage system shall be maintained and preserved by the Owner until such time as the City, its successors or assigns, agree that the system should be altered in some manner or eliminated.

Section 2. No Removal. No part of the drainage system shall be dismantled, revised, altered or removed, except as necessary for maintenance, repair or replacement.

Section 3. Access. The City shall have the right to ingress and egress over those portions of the Property described in **Exhibit A** in order to access the drainage system for inspection and to reasonably monitor the system for performance, operational flows or defects.

Section 4. Repairs, Failure of Owner to Maintain. If the City determines that maintenance or repair work is required to be performed on the system, the Public Works Director or his/her designee shall give notice to the Owner of the noted deficiency. The Director shall also set a reasonable time in which the Owner shall perform such work. If the repair or maintenance required by the Director is not completed within the time set by the Director, the City may perform the required maintenance and/or repair. Written notice will be sent to the Owner, stating the City's intention to perform such repair or maintenance, and such work will not commence until at least 15 days after such notice is mailed, except in situations of emergency. If, within the sole discretion of the Director, there exists an imminent or present danger to the system, the City's facilities or the public health and safety, such 15 day period will be waived and maintenance and/or repair work will begin immediately.

Section 5. Cost of Repairs and/or Maintenance. The Owner shall assume all responsibility for the cost of any maintenance and for repairs to the drainage system. Such responsibility shall include reimbursement to the City within 30 days after the City mails an invoice to the Owner for any work performed by the City. Overdue payments will require payment of interest by the Owner at the current legal rate as liquidated damages.

Section 6. Notice to City of Repairs and/or Maintenance. The Owner is hereby required to obtain written approval from the Public Works Director prior to filling, piping, cutting or removing vegetation (except in routine landscape maintenance) in open vegetated drainage facilities (such as swales, channels, ditches, ponds, etc.), or performing any alterations or modifications to the drainage system.

Section 7. Rights Subject to Permits and Approvals. The rights granted herein are subject to permits and approvals granted by the City affecting the Property subject to this Maintenance Agreement and Covenant.

Section 8. Terms Run with the Property. The terms of this Maintenance Agreement and Covenant are intended to be and shall constitute a covenant running with the Property and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

Section 9. Notice. All notices required or permitted hereunder shall be in writing and shall either be delivered in person or sent by certified U.S. Mail, return-receipt requested, and shall be deemed delivered on the sooner of actual receipt of three (3) days after deposit in the mail, postage prepaid, addressed to the City or the Owner at the addresses set forth below:

To the City:

City Engineer  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, WA 98335

To the Owner:

HURBER HOMES LLC  
PO BOX 64160  
TACOMA WA 98464

Section 10. Severability. Any invalidity, in whole or in part, of any provision of this Maintenance Agreement and Covenant shall not affect the validity of any other provision.

Section 11. Waiver. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

Section 12. Governing Law, Disputes. Jurisdiction of any dispute over this Maintenance Agreement and Covenant shall be solely with Pierce County Superior Court, Pierce County, Washington. This Maintenance Agreement and Covenant shall be interpreted under the laws of the State of Washington. The prevailing party in any litigation arising out of this Maintenance Agreement and Covenant shall be entitled to its reasonable attorneys' fees, costs, expenses and expert witness fees.

Section 13. Integration. This Maintenance Agreement and Covenant constitutes the entire agreement between the parties on this subject matter, and supersedes all prior discussions, negotiations, and all other agreements on the same subject matter, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Maintenance Agreement and Covenant to be executed this TEN day of MARCH, 2003.

THE CITY OF GIG HARBOR

OWNER

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

By:   
Print Name: Donald G. Huber

ATTEST:

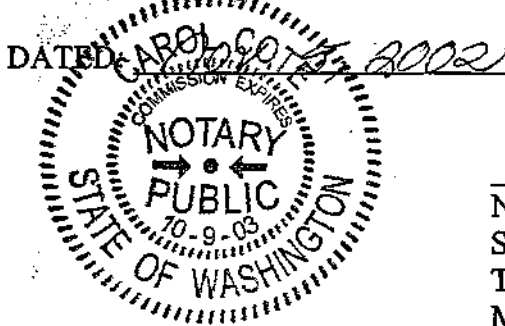
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF P I E R C E )

I certify that I know or have satisfactory evidence that DONALD B. HUBER 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 OWNER of HUBER HOMES LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Carol Coote  
Notary Public in and for the  
State of Washington,  
Title: NOTARY  
My appointment expires: 10-9-03

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF P I E R C E )

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 \_\_\_\_\_, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the  
State of Washington,  
Title: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF P I E R C E        )

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: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the  
State of Washington,  
Title: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_



## **EXHIBIT A**

### **PARCEL A**

LOTS 2 AND 3 AS SHOWN ON SHORT PLAT NUMBER 77-188, LOTS 1 TO 4, INCLUSIVE, AS SHOWN ON SORT PLAT NUMBER 77-886, LOTS 1 TO 4, INCLUSIVE, AS SHOWN ON SHORT PLAT NUMBER 77-894, LOTS 1 TO 4, INCLUSIVE, OF SHORT PLAT NUMBER 78-903, FILED WITH THE PIERCE COUNTY AUDITOR, IN PIERCE COUNTY, WASHINGTON

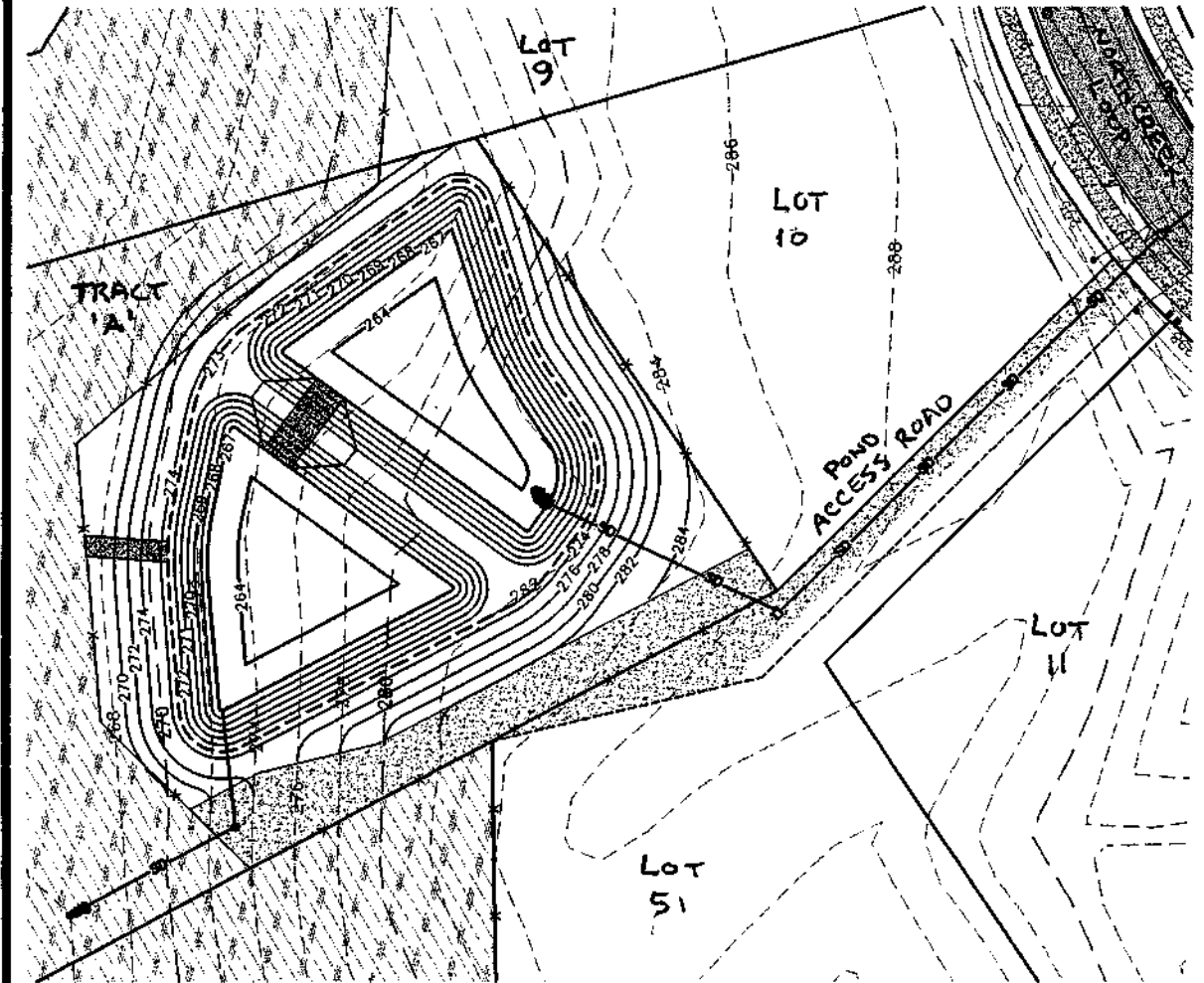
### **PARCEL B**

LOTS 4 OF PIERCE COUNTY LARGE LOT NUMBER 1636 ACCORDING TO SURVEY THEREOF RECORDED IN VOLUME 17 OF SURVEYS AT PATE 30, RECORDS OF PIERCE COUNTY, BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7 TOWNSHIP 21 NORTH RANGE 2 EAST OF THE W.M, IN PIERCE COUNTY, WASHINGTON

### **PARCEL C**

THE WEST 330 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7 TOWNSHIP 21 NORTH RANGE 2 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON

# EXHIBIT 'B'



WEST POND



NOT TO SCALE

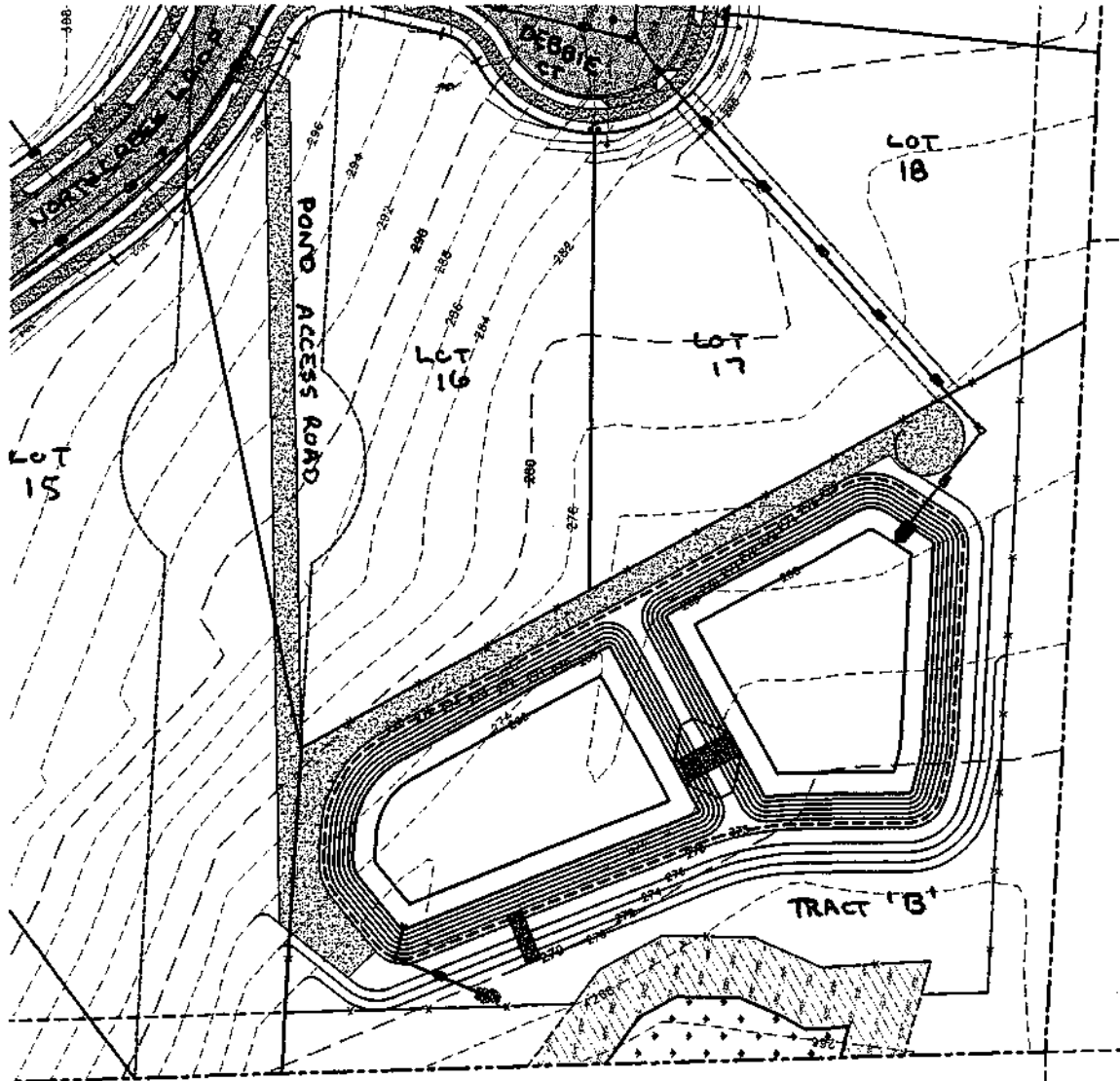
SHEET 1 of 2

  
**DBM**  
CONSULTING  
ENGINEERS

CIVIL ENGINEERING, DESIGN, LAND PLANNING,  
SURVEYING, ENVIRONMENTAL SERVICES

803 14TH STREET N.E., SUITE 312  
ALBANY, GA 31702  
OFFICE (228) 887-0824  
FAX (228) 887-0828

# EXHIBIT 'B'



EAST POND



NOT TO SCALE

SHEET 2 of 2

**DBM**  
CONSULTING  
ENGINEERS

CIVIL ENGINEERING, DESIGN, LAND PLANNING,  
SURVEYING, ENVIRONMENTAL SERVICES

502 147th STREET N.E., SUITE 312  
LUBBOCK, TEXAS 79424  
OFFICE (817) 887-0824  
FAX (817) 887-0923



"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: LOOKER & ASSOCIATES ESCROW AGREEMENT**  
**– POINT FOSDICK LANDSCAPE MEDIAN PROJECT RETAINAGE**  
**DATE: MARCH 10, 2003**

#### **BACKGROUND**

Looker & Associates has requested their retained percentage for the Point Fosdick Landscape Median Project construction contract be placed in an escrow account with Columbia Bank.

#### **POLICY CONSIDERATIONS**

Columbia Bank is certified as a public depository by the Washington Public Deposit Protection Commission.

Exhibit A of the agreement limits investments to those allowed by the State of Washington and the city's investment policy.

#### **FISCAL CONSIDERATIONS**

The retained percentage is 5% of each progress estimate.

#### **RECOMMENDATION**

I recommend that the Council authorize execution of the Escrow Agreement with Looker & Associates, Inc. and Columbia Bank.

Project No.: CSP-0205  
Project Name: Pt Fosdick Landscape  
Escrow No.: 700251459

## ESCROW AGREEMENT

TO: Bank Name: COLUMBIA BANK  
Branch: COMMERCIAL BRANCH  
Address: 1301 S "A" STREET  
City, State Zip: TACOMA WA 98402  
Phone: 253-305-1907

The undersigned, LOOKER & ASSOCIATES INC., hereinafter referred to as Contractor, has directed the City of Gig Harbor, hereinafter referred to as Agency, to deliver to you its warrants or checks which shall be payable to you and the Contractor jointly. Such warrants or checks are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

### INSTRUCTIONS

1. The Agency shall deliver to you from time to time checks or warrants payable jointly to you and the Contractor. You are hereby authorized by the Contractor to endorse in the Contractor's name any such check or warrant so that you may receive the proceeds thereof and invest the same. The power of endorsement hereby granted to you by the Contractor shall be deemed a power coupled with an interest and shall be irrevocable during the term of this escrow. Although you may be a payee named in such warrants or checks as shall be delivered to you, your duties and responsibilities with respect to the same shall be only those duties and responsibilities which a depository bank would have pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited with it for collection as of the date such check or warrant shall be delivered to you. The proceeds from collection shall be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by you, and the Agency. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided such direction otherwise conforms with the restrictions on investments recited herein. Attached (Exhibit A) is a list of such bonds, or other securities approved by the Agency. No further approval is necessary if any of these bonds or securities are selected by the Contractor. Other bonds or securities, except stocks, may be selected by the Contractor, subject to express written approval of you and the Agency. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the Agency as provided in Paragraph 4 of this Escrow Agreement.

The investments selected by the Contractor, approved by the Agency and purchased by you must mature on or prior to the date set for the completion of the contract, including extensions thereof or thirty days following the final acceptance of said improvement or work.

2. When and as interest on the securities held by you pursuant to this Agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless with your written consent you are otherwise directed in writing by the Contractor.

3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to the Agreement (or any moneys derived from the sale of such securities, or the negotiation of the Agency's warrants or checks) except in accordance with written instructions from the Agency. The Agency shall inform you and keep you informed in writing of the name of the person or persons with authority to give you such written instructions. Compliance with such instructions shall relieve you of any further liability related thereto. Upon request by you, the Agency shall advise you in writing of any change in the estimated completion date. If the estimated completion date is changed, you are authorized to reinvest the moneys held hereunder in accordance with the new estimated completion date.

4. In the event the Agency orders you to do so in writing, and notwithstanding any other provisions of this Agreement, you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this Agreement and return such money together with any other moneys, including accrued interest on such securities, held by you hereunder, to the Agency.

5. Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this Agreement until and unless the Agency directs the release to the Contractor of the securities and moneys held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees and any unanticipated amounts which might be owing as provided for herein.

In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any services not provided for in these instruction, or that there is any assignment of the interests of this escrow or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.

6. Should you at any time and for any reason desire to be relieved of your obligations as escrow holder hereunder, you shall give written notice to the Agency and Contractor. The Agency and Contractor shall, within twenty (20) days of the receipt of such notice, jointly appoint a successor escrow holder and instruct you to deliver all securities and funds held hereunder to said successor. If you are not notified of the appointment of the successor escrow holder within twenty (20) days, you shall return the subject matter hereof to the Agency and upon so doing, it absolves you from all further charges and obligations in connection with this escrow.

7. This Agreement shall not be binding until executed by the Contractor and the Agency and accepted by you.

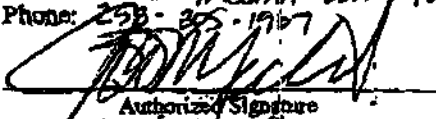
8. This instrument contains the entire agreement between you, the Contractor and the Agency, with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default or any other matter, not be bound by nor required to give notice or demand, not required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage that is caused by your failure to perform as required under this instrument, and any loss or damage caused by your own negligence or willful misconduct.

9. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.

10. This Escrow Agreement may only be amended or modified upon the written consent of each party's duly authorized representative.

The undersigned have read and hereby approve the instructions as give above governing the administration of this escrow and do hereby execute this Agreement on this 4th day of MARCH, 2003.

BANK: COLUMBIA BANK  
Branch: COMMERCIAL BRANCH - TACOMA  
Address: 1301 E "A" STREET  
City, State Zip: TACOMA WA 98402  
Phone: 253-355-1907

  
Authorized Signature

Title: Sr. Vice President

7000251459  
Escrow Account No.

LOOKER & ASSOCIATES  
5825 176<sup>th</sup> Street East  
Puyallup, WA 98375  
(253)535-1772

By:   
Authorized Signature

Title: Office Manager

The above escrow instructions received and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

CITY OF GIG HARBOR

\_\_\_\_\_  
Title: Mayor

**Exhibit "A"**

**List of Type of Bonds or Securities that are Approved  
by the City of Gig Harbor**

1. Bills, certificates, notes or bonds of the United States.
2. Other obligations of the United States or its agencies.
3. Obligations of any corporation wholly-owned by the government of the United States.
4. Indebtedness of the Federal National Mortgage Association.
5. Time deposits in Commercial Banks, Mutual Savings Banks or Savings and Loan Associations.

In no event shall the City of Gig Harbor approve investments in stock of any company, association or corporation. In all cases, the investments selected must mature on or prior to the date set for completion of the contract, including extensions thereof.

**Please indicate which type of Bonds or Securities that have been selected by circling the appropriate number above.**





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**  
**SUBJECT: COMMUNITY DEVELOPMENT DIRECTOR**  
**PLANT CONTROLS UPGRADE**  
**CONSULTANT SERVICES CONTRACT**  
**DATE: MARCH 10, 2003**

#### **INTRODUCTION/BACKGROUND**

A budgeted objective for 2003 included the replacement of the obsolete automation equipment used at the Wastewater Treatment Plant to control and monitor plant operation. The existing system was installed during the 1987 plant upgrade using a system no longer manufactured, difficult to locate, and very expensive to repair.

After reviewing the Consultant Services Roster, the firm of Advanced Industrial Automation was selected as the most qualified to perform the work. Their selection was based on their understanding of the work and extensive specialized experience.

Council approval of the Consultant Services Contract is being requested.

#### **POLICY CONSIDERATIONS**

Advanced Industrial Automation meets all of the City's standard insurance provisions for this contract.

#### **FISCAL CONSIDERATIONS**

This project was identified in the adopted 2003 Sewer Operating Budget Objective #5 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 Advanced Industrial Automation for consulting services related to the plant controls upgrade in an amount not to exceed nine thousand one hundred twelve dollars and zero cents (\$9,112.00).

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
ADVANCED INDUSTRIAL AUTOMATION**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Advanced Industrial Automation, a corporation organized under the laws of the State of Washington, located and doing business at 2521 238<sup>th</sup> Court NE, Sammamish, Washington 98074, (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the design/programming of the Wastewater Treatment Plant Controls Upgrade 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 February 26, 2003, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, 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 Nine Thousand One Hundred Twelve Dollars and zero cents (\$9,112.00) 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 July 1, 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  
Jon P. Mathison, P.E.  
Advanced Industrial Automation  
2521 238<sup>th</sup> Court NE  
Sammamish, Washington 98074-5480  
(425) 836-3386

David 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.

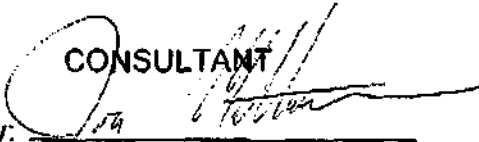
#### XVIII. Modification

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:   
CONSULTANT  
(Its Principal)

By: \_\_\_\_\_  
CITY OF GIG HARBOR  
Mayor



Notices to be sent to:  
Jon P. Mathison, P.E.  
Advanced Industrial Automation  
2521 238<sup>th</sup> Court NE  
Sammamish, Washington 98074-5480  
(425) 836-3386

David 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 )

COUNTY OF \_\_\_\_\_ ) ss.

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 \_\_\_\_\_ 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



February 26, 2003

Dave Brereton, P.E.  
Public Works Department  
3105 Judson Street  
Gig Harbor WA 98335

Thank you for the opportunity to provide an estimate of the labor and material required to upgrade obsolete Rack 2 TI 530 IO to TI 545 IO residing in Rack 1. Advanced Industrial Automation (AIA) is pleased to provide you the following breakdown of the costs for this estimate. The original estimate follows.

### ESTIMATE OF LABOR AND MATERIAL

Item	Description	Rack 2 Replacement
1	Labor supplied by AIA	\$9,112

#### Work notes:

1. The city shall furnish hardware specified by AIA. AIA shall provide the Engineering, electrical, and programming services to effect and test the changes.
2. Rewiring the panel will take approximately 3 days, during which time a portion of the plant will not work in automatic mode.

#### Scope and cost breakdown

The table below shows a breakdown of the labor required to replace the older TI530 PLC equipment with the newer TI545 PLC equipment. The plan is to use the existing TI545 chassis to house the new PLC cards. This chassis is open except for a CPU and a communications card. The primary tasks involved in completing this are:

1. Installing the new cards. This requires reconfiguring the PLCs IO Configuration so the PLC knows which cards have been added where.
2. Wire the points that currently go to the old IO to the new cards. This will require tracing where the wires currently go. An electrician with over 25 years experience wiring control panels has been selected to perform this task.
3. Redirect the individual IO addresses from there present location to the new locations.
4. Testing

**EXHIBIT A**

Item	Engineering Labor	Rack 2 Hours	Rack 2 Cost
1	Card Installation and electrician direction	8	\$ 640.00
2	Modify IO structure	16	\$1,280.00
3	Basic Module programming	8	\$ 640.00
4	Onsite testing and modifications	24	\$1,920.00
5	Travel	18	\$1,440.00
6	Project Management	2	\$ 160.00
7	Food and Lodging		\$ 180.00
8	mileage		\$ 264.00
	<b>Total Engineering labor</b>	<b>76</b>	<b>\$6,524.00</b>
Item	Electrician Labor	Hours	Cost
1	Remove old PLC, wire in new PLC	20	\$1,200.00
2	Contingency	8	\$ 480.00
3	Travel	8	\$ 480.00
4	Food and Lodging		\$ 90.00
5	mileage		\$ 138.00
6	wire, tags, miscellaneous		\$ 200.00
	<b>Total Electrician Labor</b>	<b>16</b>	<b>\$2,588.00</b>

**Rate charged to city**

The following table is the rate structure that will be charged the City of Gig Harbor for this work.

Position	Person	Hourly cost	Notes
Electrician	Al Wright	\$60	Approximately 15 minutes/point
Engineer	Jon Mathison	\$80	

**Conclusion**

AIA is exceptionally well suited to provide excellent service to the City of Gig Harbor. This quote is based on our discussions regarding the modernization of the Gig Harbor WWTP SCADA system and may be modified as conditions warrant. Please do not hesitate to contact me if there are any problems, different alternatives you wish to pursue, or modification you would like to make. I will contact you to discuss this estimate.

Thank you,

Jon P. Mathison, P.E.  
 Advanced Industrial Automation  
 2521 238<sup>th</sup> Court NE  
 Sammamish WA 98074-5480  
 Phone: 425-836-3386  
 Mobile: 425-444-4751  
[jon@advancia.com](mailto:jon@advancia.com)



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**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR**  
**SUBJECT: REPEAL OF GHMC 2.24.010**  
**DATE: MARCH 3, 2003**

**INFORMATION/BACKGROUND**

The attached provision of the Gig Harbor Municipal Code 2.24.010 is now outdated because of the adoption of Washington state's Model Traffic Ordinance. Consequently, GHMC 2.24.010 should be repealed.

**RECOMMENDATION**

Staff recommends approval of the ordinance at this second reading.

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE DESIGNATION OF CITY OFFICIALS TO COMPLY WITH THE WASHINGTON MODEL TRAFFIC ORDINANCE, REPEALING AN OUTDATED PROVISION OF THE CODE; AMENDING GIG HARBOR MUNICIPAL CODE SECTION 2.24.010.**

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WHEREAS, the City of Gig Harbor was required to designate a City official to comply with RCW 46.90.260, which was a predecessor to the Washington Model Traffic Ordinance; and

WHEREAS, the City adopted GHMC Section 2.24.010 to comply with RCW 46.90.260; and

WHEREAS, RCW 46.90.260 has since been repealed; Now, Therefore,

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

Section 1. Gig Harbor Municipal Code Section 2.24.010 of the Gig Harbor Municipal Code is hereby repealed.

Section 2. 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.

CITY OF GIG HARBOR

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

ATTEST/AUTHENTICATED:

By: \_\_\_\_\_  
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

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

FIRST READING: 2/19/03  
DATE 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, RELATING TO THE DESIGNATION OF CITY OFFICIALS TO COMPLY WITH THE WASHINGTON MODEL TRAFFIC ORDINANCE, REPEALING AN OUTDATED PROVISION OF THE CODE; AMENDING GIG HARBOR MUNICIPAL CODE SECTION 2.24.010.**

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 \_\_\_\_\_, 2003.

BY: \_\_\_\_\_  
MOLLY M. TOWSLEE, CITY CLERK

**Chapter 2.24**

**CITY ENGINEER AND CITY TRAFFIC ENGINEER**

Sections:

2.24.010 City engineer and city traffic engineer.

**2.24.010 City engineer and city traffic engineer.**

The city shall designate the public works director as the city engineer and city traffic engineer to comply with RCW 46.90.260. (Ord. 648 § 1, 1993).

**Chapter 2.28**

**EXPENSES - REIMBURSEMENT**

Sections:

2.28.010 Reimbursement scope and rate.

2.28.020 Payment method.

**2.28.010 Reimbursement scope and rate.**

All elective officials, employees and appointed officers of the city may be reimbursed for actual expenses incurred in the discharge of their official duties upon presentation of a proper claim therefor. Actual expenses shall include lodging, meals and mileage to be paid at the rate as prescribed by city resolution. The said mileage may be paid when any privately owned automobile of any elective official, employee or appointed officer of the city is used for travel in the performance of official duties. (Ord. 570 § 2, 1990; Ord. 335, 1980; Ord. 183 § 1, 1974; Ord. 149 § 1, 1972).

**2.28.020 Payment method.**

All expenses incurred and reimbursed pursuant to the authority of this chapter shall be paid by warrant drawn upon the proper fund of the city. (Ord. 149 § 2, 1972).



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**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MOLLY TOWSLEE, CITY CLERK**  
**SUBJECT: SECOND READING OF ORDINANCE – FILING OF CANDIDACY**  
**DATE: MARCH 5, 2003**

#### **INFORMATION/BACKGROUND**

Chapter 2.12.060 of the Municipal Code states that candidates should file their declarations of candidacy with the city clerk. State law requires that nominations for elective office be made by filing the declarations with the Auditor's Office.

This ordinance is housekeeping in nature and amends the code to reflect the actual filing of the declaration of candidacy with Pierce County Elections.

#### **RECOMMENDATION**

Move to adopt this ordinance as presented at this second reading.

ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO ELECTIONS AND THE FILING OF CANDIDACY DECLARATIONS, REQUIRING THAT SUCH FILING BE MADE TO THE PIERCE COUNTY AUDITOR'S OFFICE, AMENDING GIG HARBOR MUNICIPAL CODE SECTION 2.12.060.

---

WHEREAS, the Gig Harbor Municipal Code (Section 2.12.060) currently provides that nominations for elective offices be made by filing declarations of candidacy with the Gig Harbor City Clerk; and

WHEREAS, state law requires that nominations for elective office be made by filing declarations of candidacy with the Auditor's Office (RCW 29.15.030, or by mail as provided in RCW 29.15.040 or electronically as provided in RCW 29.15.044); Now, therefore,

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

Section 1. Section 2.12.060 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**2.12.060 Declaration of candidacy – filing.** Nominations for elective offices within the city shall be made by filing declarations of candidacy ~~with the city clerk in the manner hereinafter provided with the~~ Pierce County Auditor's Office and as set forth in Chapter RCW 29.15.030, or as otherwise provided in chapter 29.15 RCW for mailing or electronic filing. There shall be no primary elections for nominating candidates for any elective office in the city. Primaries shall otherwise be held as provided in chapter 29.21 RCW.

Section 4. 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: 2/19/03  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.

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

of the City of Gig Harbor, Washington

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On \_\_\_\_\_, 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 ELECTIONS AND THE FILING OF CANDIDACY DECLARATIONS, REQUIRING THAT SUCH FILING BE MADE TO THE PIERCE COUNTY AUDITOR'S OFFICE, AMENDING GIG HARBOR MUNICIPAL CODE SECTION 2.12.060.

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



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**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: KAY TRUITT, INFORMATION SYSTEMS MANAGER**  
**SUBJECT: DECLARATION OF SURPLUS EQUIPMENT**  
**DATE: MARCH 3, 2003**

**INFORMATION/BACKGROUND**

All of the equipment on the attached list needs to be surplused due to obsolescence. All equipment related to these items that can be reused in terms of parts or repair has been used. The items on the attached list no longer have use or function.

**RECOMMENDATION**

Staff recommends approval of this resolution as presented.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF GIG HARBOR  
DECLARING CITY EQUIPMENT SURPLUS AND ELIGIBLE  
FOR SALE.**

**WHEREAS**, the Gig Harbor City Council has determined that city-owned equipment is surplus to the City's equipment needs and has been or is in need of being replaced with new equipment; and

**WHEREAS**, the City may declare such equipment surplus and eligible for sale;

**NOW, THEREFORE**, the City Council of the City of Gig Harbor hereby resolves as follows.

To declare as surplus:

	<b>EQUIPMENT</b>	<b>Fixed Asset Number</b>	<b>SERIAL / ID NUMBER</b>	<b>MODEL INFO.</b>
1	Monitor	00591	TB1834057080	CS1024N12
2	P/C Gateway	00768	0012626263	G6-350
3	Monitor		8195313	CPD-15F23
4	Mouse (3)			
5	Key Board (4)			
6	Battery Backup (compt.)		F02499505	BC3725
7	Printer (H.P.)	00576	SG58P1612G	C4551A
8	Monitor	00731	M854H1008459	17010AAWW
9	Cannon Printer		N000826TT5	K10186
10	Monitor	00117	TB1814030165	CS1024N12
11	Printer		US65C110QB	C4568A
12	Copier	00736	SG64CB20G5	C4661A
13	Printer		E5G-060437	YHA-1
14	Printer		2185570191	855
15	Tape Recorder		XE7DA21432	RR-830
16	P/C Gateway	00116	FCG-20450315	EXO-4604M-00HC
17	P/C Gateway	00511	2249092	Baby AT
18	Monitor	00572	TB9E49048	PMV1448N1
19	P/C Gateway	00571	1234046	Slim Line
20	Toner Kit (Panasonic)(2)		KX-P450	KX-P450
21	TI Ribbon (2)		2222506-0002	2222506-0002
22	Autocad Table		16841-080114	Z002577
23	Monitor	00855	QL84200942-1M	P817
24	Printer	00553	SG6BGE30F9	C4661A



SURPLUS ITEMS

Page 2

25	Monitor		17004A906858	700-069EV
26	Printer	00593	3128JG63LB	HP33481A
27	Monitor - Gateway	00903	HDE2JB007398	EV700

PASSED ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

APPROVED:

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

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO.



"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: CONSULTANT SERVICES CONTRACT AMENDMENT NO. 1**  
**STORMWATER MODEL PHASE 2**  
**DATE: MARCH 10, 2003**

#### **INTRODUCTION/BACKGROUND**

On July 22, 2002, the City Council approved a consultant services contract for the survey and comparison of available stormwater modeling software available for City use, recommend a particular stormwater model, and identify a watershed area to be used in the creation of the pilot model in the amount of \$15,705.32.

This amendment will provide for consultant assistance in the creation of the pilot storm water model. The Downtown Corridor system has been the selected area for analysis and includes areas tributary to the stormwater trunk lines along Pioneer Way and Soundview Drive.

Deliverables to be provided under this amendment include data collection, model set up, analysis, modeling results, calibration, and project management.

Council approval is requested to execute a contract amendment to the engineering services contract with The Shea Group, Inc. in the additional amount of \$28,479.00.

#### **FISCAL CONSIDERATIONS**

Amendment No. 1, in the amount of \$28,479.00, revises the total contract with The Shea Group, Inc. to \$44,184.32. Phase I consultant services for this project amounted to \$8,461.04, substantially below the authorized amount of \$15,705.32. Sufficient funds are available within the 2003 Storm Operating Fund, Objective #3 to cover this amendment.

#### **RECOMMENDATION**

I recommend that the Council authorize execution of Amendment No. 1 to the consultant services contract for additional consultant services between the City of Gig Harbor and The Shea Group, Inc. in the not-to-exceed amount of twenty eight thousand four hundred seventy-nine dollars and zero cents (\$28,479.00).

**AMENDMENT TO CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
THE SHEA GROUP**

THIS AMENDMENT is made to the AGREEMENT, dated July 23, 2002, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Parametrix, Inc., D.B.A. The Shea Group a corporation organized under the laws of the State of Washington, located and doing business at 8830 Tallon Lane, Lacey, Washington 98516 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the modeling of the City's storm drainage system, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agreed to perform the services, and the parties executed an Agreement on July 23, 2002 (hereinafter the "Agreement"); and

WHEREAS, the existing Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant, or to exceed the amount of compensation paid by the City;

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

**Section 1. Amendment to Scope of Work.** Section I of the Agreement is amended to require the Consultant to perform all work described in **Exhibit A – Scope of Services**, attached to this Amendment, which Exhibit is incorporated herein as if fully set forth.

**Section 2. Amendment to Compensation.** Section II(A) of the Agreement is amended to require the City to pay compensation to the Consultant for the work described in **Exhibit A** to the Amendment in the amount of: twenty-eight thousand four hundred seventy-nine dollars and zero cents (\$28,479.00). This Amendment shall not modify any other of the remaining terms and conditions in Section II, which shall be in effect and fully enforceable.

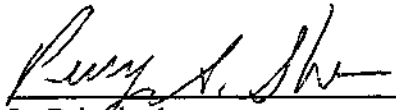
**Section 3. Amendment to Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement. The parties agree that the work described in Exhibit A shall be completed by December 31, 2003; provided however, that additional time shall be granted by the City for excusable days or extra work.

**Section 4. Effectiveness of all Remaining Terms of Agreement.** All of the remaining terms and conditions of the Agreement between the parties shall be in effect and be fully

enforceable by the parties. The Agreement shall be incorporated herein as if fully set forth, and become a part of the documents constituting the contract between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

THE CITY OF GIG HARBOR

By:   
Its Principal

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

Notices to be sent to:

CONSULTANT  
The Shea Group  
Attn: David Skinner, P.E.  
8830 Tallon Lane  
Tacoma, Washington 98424  
(360) 459-3609

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 Thurston )

I certify that I know or have satisfactory evidence that Perry A. Shea 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 Principal of Parametrix Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3/3/03

Lisa Marie Hicks  
Lisa Marie Hicks  
(print or type name)

NOTARY PUBLIC in and for the  
State of Washington, residing at:  
Thurston, Washington

My Commission expires: 8/31/05



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  
CITY OF GIG HARBOR  
STORMWATER SYSTEM MODELING – PHASE 2**

---

**Scope of Work**

**PROJECT DESCRIPTION**

In February 2001, Gray & Osborne, Inc. completed a *Storm Water Comprehensive Plan* for the City of Gig Harbor. For the comprehensive stormwater plan, the HYDRA hydrologic and hydraulic model was used to evaluate the Donkey Creek watershed and the downtown corridor drainage system. HYDRA is a proprietary computer model developed by the Pizer Corporation. In 2002, Parametrix conducted a survey and comparison of available stormwater modeling software available for City use. The XP-SWIMM computer modeling program was the recommended model of choice for the City desired use.

The City would like to use the XP-SWMM program to model, or remodel, the existing stormwater system. The model will include some areas previously modeled and additional areas based on supplemental survey data. The model would be continually updated as changes occur to the system or land use.

In this phase, a representative subwatershed will be selected for analysis as a pilot project. The Downtown Corridor system, as delineated in the *Storm Water Comprehensive Plan*, will be analyzed. The Downtown Corridor system includes areas tributary to the stormwater trunk lines in Pioneer Way and Soundview Drive.

**TASK DESCRIPTION**

**Task 1: Data Collection**

This task involves collecting the available data necessary to set-up and perform the hydraulic modeling and analysis. The data will include previously developed models, GIS coverages, topographic maps, aerial photographs, and surveyed catch basin, pipe and ditch information.

*Assumptions*

It is assumed that the City's GIS system will have a complete inventory of the existing stormwater utility information, including: watershed boundaries; pipe sizes, lengths, inverts, and material types; catch basin types and rim elevations; stormwater management facility locations and control structure information. An acceptable alternate form for this data would be in a computerized spreadsheet or database. The budget includes 8 hours of engineering time and 16 hours of database/GIS time for confirming the data and developing the model data sets. No additional field time has been budgeted to survey missing data.

**Task 2: Model Set-up**

This task involves creating the hydraulic model of the stormwater system from the available data.

**Subcatchment Delineation**

The watershed will be divided up into subcatchments based on the topography, built environment and stormwater infrastructure. Subcatchments will be initially delineated based on GIS map information. One day of field reconnaissance is budgeted for verifying subcatchment boundaries and making modifications as needed.

Subcatchment size will be roughly proportional in the watershed. Not every drain inlet will form the outlet to a subcatchment. Some inlets will be combined in order to obtain an appropriate level of resolution to the model.

**Land Use Analysis**

Using the subcatchment boundaries, land use information, soil information and topographic information provided by the city (in a single dxf file or complete shape file), hydrologic input parameters will be calculated for each subcatchment. GIS will be used to run the analysis.

Effective impervious area (EIA) estimates will be made based on land use designations. Commonly used USGS percentages of EIA for different land use types will be applied. Adjustments may be made to the percentages based on local conditions and to correlate land use types.

#### Stormwater Infrastructure

Using the stormwater infrastructure data available in GIS or a database, a model will be created of the watershed.

#### Assumptions

- The XP-SWMM computer program will be used to develop the hydrology and hydraulics of the storm drainage system.
- Only constructed stormwater features, such as pipes and ditches, will be modeled. No natural systems will be modeled.

### **Task 3: Model Analysis**

This task involves running the hydraulic model for existing and future conditions.

#### Calibration

An historical storm event that resulted in documented flooding will be selected, if sufficient information is available. Precipitation for the storm event will be obtained from the nearest available rain gage. The storm event will be modeled and the simulated flood levels will be compared with observed levels. Adjustments will be made to the model input data so that simulated results more nearly match observed.

#### Design Storms

Three design storms will be modeled: 25-year and 100-year recurrence interval precipitation depths. The Type 1A rainfall distribution will be applied to the precipitation depths.

#### Land Use Conditions

Both existing and future conditions will be analyzed. Existing conditions will be based on GIS data provided by the county of current land use characteristics. Future conditions will be based on comprehensive plan zoning designations as provided in GIS by the city.

#### Problem Identification

Areas of flooding will be identified for existing and future conditions for each of the design storms.

#### Solutions Analysis

Solutions will be developed for each of the flooding problems. Solutions will consist only of conveyance upgrades for this watershed. Regional detention will not be analyzed. Design criteria for the conveyance system will be provided by the City.

#### Deliverables

Electronic files of final model runs for existing and future conditions.

Electronic copy of a fully operational and calibrated stormwater computer model for the subcatchment basin.

### **Task 4: Model Results**

This task involves documenting the results of the hydraulic modeling effort. Areas of simulated flooding will be identified.

*Deliverables (approximately 10-15 pages plus appendices)*

Draft Downtown Corridor Stormwater System Technical Memorandum (4 copies)

Final Downtown Corridor Stormwater System Technical Memorandum (4 copies)

The Consultant will provide three technical assistance meetings with the City up to four (4) hours each for technical assistance with model operation.

The Consultant will provide a total of four (4) hours of additional miscellaneous technical assistance for a period of four months after model completion.



*Assumptions*

City will provide one set of consolidated review comments from the draft report.

**Task 5: Project Management**

This task involves project management and administration including project scheduling and budgeting, as well as preparation of status reports and invoices. Time has been budgeted for one meeting with the City.

# PARAMETRIX, INC. BUDGET FORM

**Exhibit B**  
**City of Gig Harbor**  
**Stormwater System Modeling Phase 2**

## SUMMARY

Phase No.	Task No.	Description	ORG	Labor Amount	Expenses	Expense Mark-up	Subconsultants	Sub Mark-up	Total
						10.0%		5.0%	
2	1	<b>Data Collection</b>		\$1,360					\$1,360
2	2	<b>Model Set-up</b>							
		Subcatchment Delineation		\$2,506	\$73	\$7			\$2,587
		Land Use Analysis		\$2,169					\$2,169
		Stormwater Infrastructure		\$2,331					\$2,331
		Create Model		\$1,762					\$1,762
2	3	<b>Model Analysis</b>							
		Calibration		\$2,439					\$2,439
		Problem Identification		\$3,135					\$3,135
		Solutions Analysis		\$3,135					\$3,135
2	4	<b>Model Results</b>							
		Draft Technical Memorandum		\$3,403	\$70	\$7			\$3,480
		Final Technical Memorandum		\$1,840	\$70	\$7			\$1,917
		Technical Assistance for Model		\$1,116					\$1,116
		Miscellaneous Technical Assistance		\$372					\$372
2	5	<b>Project Management</b>		\$2,596	\$73	\$7			\$2,676
<b>TOTAL</b>				\$28,164	\$286	\$29			\$28,479

Project Manager - Date

Division Manager - Date

Office Manager - Date



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**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: DAVID RODENBACH** DR  
**DATE: MARCH 1, 2003**  
**SUBJECT: AGREEMENT TO PERFORM UTILITY BILL PRINTING AND MAILING SERVICES**

#### **BACKGROUND**

This agreement provides for monthly utility bill printing and mailing services. Currently, all monthly utility bills are sent in postcard format.

Under this agreement Dataprose will print the utility bills within 24 hours of receiving the billing data file. The bills will be printed on an 8.5 by 11 inch paper, folded, inserted and mailed with a return envelope. The larger format will allow us to provide of a 12-month usage history with each billing. We will also have the ability to send brief messages with the billing. This contract has been reviewed by the City Attorney.

#### **FINANCIAL**

This service is expected to cost about \$2,000 per year and will be covered through normal operating expenses.

#### **RECOMMENDATION**

I recommend approval of the attached contract.

This Production Agreement (Agreement) is made and entered into as of the 1<sup>st</sup> day of March, 2003 (Effective Date), by and between DataProse, Inc., a California Corporation (DataProse), and the City of Gig Harbor, a Washington municipal corporation (Client). In consideration of the mutual promises and benefits contained herein, the parties hereby agree as follows:

**ARTICLE 1** **SCOPE OF PRODUCTION AGREEMENT.** DataProse agrees to provide to Client services defined in Schedule 1.0 during the term of this Agreement.

**ARTICLE 2** **COMPENSATION.** In full and complete compensation for all goods and/or services provided by DataProse hereunder, Client agrees to pay DataProse according to the rates set forth in Schedule 1.0. DataProse will provide an invoice to Client after each production run consisting of the fees, as outlined in Schedule 1.0 and postage used. Invoices are due upon receipt and will be considered past due if not paid within 30 days. A monthly late charge will be assessed on statements not paid within thirty (30) days. The late payment charge will be 1-1/2% per month applied to the invoice amount unpaid (30) thirty days after billing to Client. The prices charged by DataProse to Client for the services listed in Schedule 1.0 will not be increased for a period of 12 months from the Effective Date of this Agreement ("Pricing Period"). All DataProse prices are subject to increase following this initial Pricing Period or any subsequent Pricing Period, and upon written notice to Client. The rate of any price increase shall not exceed 10% at the completion of any pricing period.

**ARTICLE 3** **TERM.** The initial term of this Agreement shall commence as of the Effective Date, and shall continue for one (1) year unless terminated earlier in accordance with provisions found elsewhere in this Agreement. This Agreement shall renew itself for successive one (1) year terms unless written notice of cancellation is received by one party from the other. If a party exercises its right to terminate the Agreement at the end of the initial term or at the end of any succeeding one (1) year renewal term(s) by sending written notice of non-renewal to the other party no later than thirty (30) days before the expiration of the current term.

**ARTICLE 4** **POSTAGE.** DataProse will require that Client maintain a permanent postage deposit in connection with this agreement. Client shall deposit in advance with DataProse the initial sum specified on Schedule 2.0 as the permanent postage deposit. The amount required to be deposited with DataProse may be changed by DataProse on a periodic basis based upon changes in Client's volume, postage usage, or payment history. Client will be notified in writing and in advance if the deposit is changed. Upon termination of this Agreement, DataProse shall return the deposit amount to Client after payment for all Services and postage has been paid by the Client. If this Agreement is terminated due to default of Client, DataProse may apply any of Client's funds it holds against any sum owed by Client to DataProse upon termination of this Agreement. If the client is past due on invoices owed DataProse, then services will be stopped until payment is made or a satisfactory resolution has been accepted by both parties.

**ARTICLE 5** **TERMINATION.** Client or DataProse may terminate this Agreement for an event of default defined below if such default remains uncured (30) thirty days after written notice of the default has been received from the party declaring the default.

- (1) Failure of Client to pay for all goods and/or services as provided in this Agreement. In addition to other remedies provided by this Agreement and pursuant to law, DataProse has the right to withhold production and mailing of any further production cycles until Client's account is brought current.
- (2) Any other breach by Client or DataProse of a term or condition of this Agreement.
- (3) Bankruptcy or insolvency of either party.

**ARTICLE 6** **FORCE MAJEURE.** Neither party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such party, including, without limitation: fire, explosion, power failure, flood, earthquake or other act of God; war, revolution, civil commotion, terrorism, or acts of public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts. In such event, the party affected shall be excused from such performance (other than any obligation to pay money) on a day-to-day basis to the extent of such interference (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations relate to the performance so interfered with).

**ARTICLE 7** **CONFIDENTIALITY.** DataProse agrees that any and all data, reports and documentation supplied by Client or its affiliates or third parties on Client's behalf, which are confidential and which are clearly designated as confidential, shall be, subject only to the disclosure required for the performance of DataProse's obligations hereunder, held in strict confidence and shall not be disclosed or otherwise disseminated by DataProse without the consent of Client.

**ARTICLE 8** **INDEMNIFICATION.** Client agrees to indemnify and hold DataProse harmless for any and all claims from any person, firm, or entity whatsoever that may arise in connection with Client's supplying to DataProse the data, reports or other documentation necessary to perform its duties under this Agreement, except that such indemnification shall not extend to any claims that result from action by DataProse, its officers, employees or agents or anyone acting on behalf of DataProse if such action is in violation of one or more terms of this Agreement.

DataProse shall indemnify and hold the Client, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, and shall pay for all costs, 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 Client. The Client's inspection or acceptance of any of DataProse's work when completed shall not be grounds to avoid any of these covenants of indemnification.

In the event a court of competent jurisdiction finds both DataProse and the Client, its officers, officials, employees, agents and volunteers concurrently negligent, then DataProse's liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from such concurrent negligence, DataProse's liability hereunder shall be only to the extent of DataProse's negligence.

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

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

**ARTICLE 9** **WARRANTIES.** DataProse shall provide all goods and/or services in a good and first class workmanlike manner in accordance with the terms specifically set forth in Schedule 1.0 and 3.0. The parties hereto agree that this Agreement is only for the production of goods and/or services.

THIS WARRANTY CONSTITUTES THE ONLY WARRANTY WITH RESPECT TO THE GOODS AND SERVICES TO BE PROVIDED TO CLIENT. THE STATED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF

Quarterly Statements (Q) Better Results

**MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE.**

**ARTICLE 10 LIMITATION OF LIABILITY.** The liability of DataProse with respect to any failure to provide the goods and/or services as required under this Agreement shall in each case be limited to the compensation paid to DataProse for the defective goods or services. **DATA PROSE IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFIT OR INCOME, even if DataProse has been advised of the possibility of such loss or damage.** This provision will not be affected by DataProse's failure to correct any defect or replace any defective work product to Client's satisfaction. Client has accepted this restriction on its right to recover consequential damages as a part of its bargain with DataProse. Client acknowledges what DataProse charges for its goods and services would be higher if DataProse were required to bear responsibility for Client's damages. The Client's liability with respect to this contract shall be limited solely to compensation paid to DataProse for work performed. The Client shall not be liable to DataProse for any liquidated damages.

**ARTICLE 11 GOVERNING LAW AND JURISDICTION.** This Agreement shall be governed and interpreted in accordance with the laws of the state of Washington, without giving effect to the principles of choice of laws of such state. Resulting litigation shall be with the Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party shall be reimbursed by the other party for its costs, expenses, and reasonable attorney's fees incurred in any litigation arising out of the enforcement of this Agreement.

**ARTICLE 12 SEVERABILITY.** If a court of competent jurisdiction holds any provision of this agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

**ARTICLE 13 WAIVER; MODIFICATION OF AGREEMENT.** No waiver, amendment or modification of any of the terms of this Agreement shall be valid unless in writing and signed by authorized representatives of both parties hereto. Failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of such rights, nor shall a waiver by either party in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

**ARTICLE 14 NOTICE.** All notices must be in writing and if not personally delivered, be sent by facsimile or by first class mail, or by electronic mail. Notices will be effective on the day when delivered, addressed to the other party at the address shown in this Agreement. Either party may change the address to which notices are to be sent by giving notice of such a change to the other party.

Addresses for purpose of giving notice are as follows:

**If to DataProse:**  
 DataProse, Inc.  
 1451 North Rice Avenue, Suite A  
 Oxnard, CA 93030  
 Attention: Chief Executive Officer

**If to Client:**  
 City of Gig Harbor  
 3510 Grand View  
 Gig Harbor, WA 98335  
 Attention: Finance Director

**ARTICLE 15 ENTIRE AGREEMENT.** This Agreement and its exhibits constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the production of goods and services for Client by DataProse, and supercedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

**ARTICLE 16 SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto. The parties hereto execute this Agreement through their duly authorized officers, as of the day and year first written above.

**DATAPROSE, INC. CLIENT:**  
 By: Glenn A. Carter, President  
 Date: 2.20.03

By: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Schedule 1.0 - Fees for Goods & Services**

Paper Bill (Includes: data processing & simplex, 2-color, laser imaging, 8.5x11 at 3.5" from bottom, #10 double window env., #9 single window reply env., folding, inserting, presorting and delivery to USPS) Pricing does not include applicable taxes.	\$0.19	Per Bill
Search & ViewBill (Includes: data processing, pdf creation, search & access capabilities & hosting of pdf files for 3 months from creation date)	\$0.03	Per Bill
Additional Impressions	\$0.05	Per Impression
Additional Inserts (supplied/folded)	\$0.02	Per Insert
Technical Services (conditional logic or special programming)	\$125.00	Per Hour
Introduction "Your New Bill" Insert	\$0.10	Per Insert
One time set-up charge (programming and form design)	\$450.00	
Freight, Courier & Air Delivery	Cost	Per Request

**Schedule 2.0 - Permanent Postage Deposit**

Permanent Postage Deposit (Based on two (2) months estimated volume of 1500)	\$900	(2 mos. Volume * .30)
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**Schedule 3.0 - Performance Guarantee**

DataProse will deliver clients bills within an average of one (1) Business Day after the applicable Determination Date (as Defined herein). Such average time period will be determined by measuring the number of elapsed Business Days between each respective determination date and the date which a majority amount of the Client's bills were mailed for consecutive three (3) month period. The "Determination Date" is the date which data is received - either via electronic transmission (FTP or modem) or hard copy media (tape or disk) if prior to 12 noon, local time. If data is received after 12 noon, local time, the Determination Date is the Business Day immediately following the date data is received.

**Schedule 4.0 – Glossary of Terms**

Impression	Laser Imaging of one side of one piece of paper. Each physical piece of paper can contain two (2) impressions.
USPS	United States Postal Service
Laser Imaging	The process where the application of dry toner (ink) is electro statically applied and bonded to a piece of paper.
Simplex	Laser Imaging of one (1) side of a piece of paper only.
Duplex	Laser Imaging of both (2) sides of a piece of paper.
OE	Outer Envelope – This envelope is used as the carrier mechanism for all information contained in a package to be mailed.
RE	Reply Envelope – This envelope is usually utilized by a customer to return information/payment requested by an organization.
Presorting	The act of organizing mail according to the rules and regulations defined by the USPS in order to achieve lower postage rates and increase deliverability of mail.
Business Day	Any day in which the USPS as well as the U.S. Federal Reserve are open for business.
U.S. federal holiday	All Holidays as defined by the U.S. Federal Reserve.
24x7	24 hours a day, 7 days a week.
Additional Inserts	Any item requested to be placed into the mail container above and beyond (a) the bill and (b) the RE .
Container	One complete piece of mail packaged into one OE.
Bill	Data and other information pertaining to one (1) account number and usually in reference to one customer



"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: JANUARY INFORMATION FROM PD**  
**DATE: FEBRUARY 24, 2003**

The January activity statistics are attached for your review.

Our two Reserve Officers volunteered 147.5 hours in January. In addition to patrol time, they both attended a 32-hour bicycle patrol course. This will allow us to team them up with regular officers on bicycle patrols in the evenings.

The bike unit logged 157 hours of service time in January. The bulk of this was at the bicycle patrol re-certification course.



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## GIG HARBOR POLICE DEPARTMENT

### MONTHLY ACTIVITY REPORT

January 2003

	<u>Jan</u> <u>2003</u>	<u>YTD</u> <u>2003</u>	<u>YTD</u> <u>2002</u>	<u>% chg</u>
CALLS FOR SERVICE	458	458	486	-6%
SECONDARY OFFICER ASSIST	64	64	111	-42%
CRIMINAL TRAFFIC	5	5	12	-58%
TRAFFIC INFRACTIONS	55	55	69	-20%
DUI ARRESTS	5	5	6	-17%
FELONY ARRESTS	11	11	4	175%
WARRANT ARRESTS	5	5	3	67%
MISDEMEANOR ARRESTS	24	24	24	0%
CASE REPORTS	101	101	113	-11%
REPORTABLE VEHICLE ACCIDENTS	16	16	16	0%