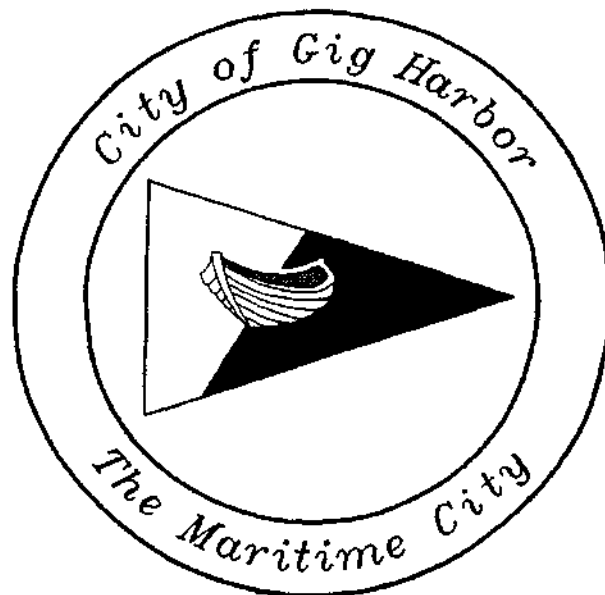


Gig Harbor City Council Meeting



**February 11, 2002
7:00 p.m.**

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
February 11, 2002 - 7:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE

PUBLIC HEARINGS:

1. Amendment to Title 19 of the GHMC - Procedure for Closed Record Appeal Hearings.
2. Amendment to the Impact Fees Ordinance.

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 Meetings of January 28, 2002.
2. Proclamations/Correspondence: a) Proclamation - Tourism Week b) Letter from Melinda Jenkins
3. Nomination to Zoo Trek - Penny Drost - City of Dupont.
4. Appointments to the Building Code Advisory Board.
5. Consultant Services Contract Amendment - Pump Station 3A Testing Services.
6. Purchase Authorization - Stanich Avenue Waterline.
7. Liquor License Renewals: Maritime Mart; Eagles; Gig Harbor Texaco; and Tides Tavern.
8. Approval of Payment of Bills for February 11, 2002.
Checks #35207 through #35328 in the amount of \$197,598.31. Check #35209 was voided.
9. Approval of Payroll for the month of January:
Checks # 1239 through #1301 in the amount of \$213,172.56. Checks #1240, 1251, 1302 and 1303 are void due to V6 upgrade errors and/or printer errors.

OLD BUSINESS:

1. Resolution - Denton Bed & Breakfast.
2. Second Reading of Ordinance - Erickson Street Vacation.

NEW BUSINESS:

1. First Reading of Ordinance - Amendment to Title 19 of the GHMC - Procedure for Closed Record Appeal Hearings.
2. First Reading of Ordinance - Amendment to the Impact Fees Ordinance.
3. Resolution - Rust Street Vacation - Barta.
4. Resolution - Rust Street Vacation - Rohwer.
5. Consultant Services Contract - Equipping Well No. 6 Construction Management Services.

STAFF REPORTS:

GHPD - January Stats

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT: Maritime Pier Committee.

ANNOUNCEMENT OF OTHER MEETINGS:

EXECUTIVE SESSION: For the purpose of discussing property acquisition per RCW 42.3 1.110(b).

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF JANUARY 28, 2002

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

CALL TO ORDER: 7:06 p.m.

PLEDGE OF ALLEGIANCE

SWEARING IN CEREMONY:

Mayor Wilbert performed the swearing in ceremony for re-appointed Judge, Michael Dunn.

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 Meetings of January 14, 2002.
2. Proclamations/Correspondence: a) February 12th - Arts Day. b) Letter from Alan Anderson.
3. Consultant Services Contract Amendment - Krazan & Associates.
4. Consultant Services Contract Amendment - Earth Tech, Inc.
5. Stormwater Facilities Maintenance Agreement & Restrictive Covenant - Gig Harbor North.
6. Purchase Authorization - Street Lights for Harborview Drive.
7. Purchase Authorization - Street Lights for Harborview Drive Street End.
8. Purchase Authorization - Street Lights for Rosedale Street.
9. Consultant Services Contract for Acoustical Study - BRC Acoustics.
10. Memorandum of Agreement - State Office of Archeology and Historic Preservation for Data Sharing.
11. Appointment to Mayor Pro Tem and Council Committees.
12. Reappointment to Planning Commission.
13. Reappointments to Design Review Board.
14. Bid Award - Official Newspaper.
15. Approval of Payment of Bills for January 28, 2002.

Checks #35076 through #35206 in the amount of \$965,446.11. Check #35084 Void.

MOTION: Move to approve the Consent Agenda as presented.
Ruffo/Ekberg - unanimously approved.

OLD BUSINESS:

1. Closed Record Appeal - Denton Bed & Breakfast. John Vodopich, Director of Community Development, said that at the last meeting of January 14th, Council voted to reverse the Hearing Examiner's decision on the Denton Conditional Use Permit and Variance for the property located at 9710 Harborview Drive. He continued to explain that since that time, the applicant's attorney has indicated that they will be withdrawing their application for both. He said that both he and the City Attorney recommend that the City Council take action to vacate the January 14th vote to reverse the Hearing Examiner's decision, give direction to send the matter back to the Hearing Examiner for vacation of his decision approving the applications, and further recommend that a

time-line of three months be given to submit a revised application. Carol Morris clarified that the Dentons had already withdrawn the applications. Councilmember Dick asked if the motion should also contain a vacation of the Administrative approval of the variance. John explained that an administrative variance had never been issued. Councilmember Ruffo asked the Dentons if a three-month deadline was sufficient. They responded that it would be adequate.

MOTION: Move to vacate the City Council's January 14th, 2002 decision to reverse the Hearing Examiner's decision on these applications, as they have been withdrawn, and to direct the matter to be remanded to the Hearing Examiner for vacation of his decision approving the application. Because the Dentons have begun construction under an issued building permit, a three-month deadline shall be set for them to resubmit a revised application for review.
Picinich/Ruffo - unanimously approved.

2. Second Reading of Ordinance - Water Rate Increase. David Rodenbach, Finance Director, presented this ordinance approving a water rate increase of 5% to become effective March 1st.

MOTION: Move to adopt Ordinance No. 899.
Picinich/Young - unanimously approved.

3. Second Reading of Ordinance - Sewer Rate Increase. Dave Rodenbach presented this ordinance approving a sewer rate increase of 5% to take effect on March 1st.

MOTION: Move to adopt Ordinance No. 900.
Picinich/Dick - unanimously approved.

4. First Reading of Ordinance - Erickson Street Vacation. Carol Morris explained that this ordinance has been delayed because a portion of the street was used by a private property owner. Without an easement, this owner might be left without access to his property, and so the homeowners in Spinnaker Ridge were requested to grant such an easement. This easement has been drafted and given to the property owner's representative. She explained that notice of the vacation would be given to the property owner, and it would be appropriate to move forward with approval of the vacation at the next reading.

Councilmember Ruffo asked if it would be appropriate to pass this ordinance at the first reading. Councilmembers voiced their preference to save that privilege for emergencies only.

NEW BUSINESS:

1. Notice of Intention to Annex - Northwest Gig Harbor Employment Center. John Vodopich said that the city had received the Notice of Intention to Commence Annexation for approximately 200 acres located west of Highway 16 and north of Gig Harbor High School, all within the city's Urban Growth Area. He said that the applicants submitted a request for Employment District zoning for the entire 200 acres, which would be reviewed by the Planning Commission at Council's direction. He said that the proposed legal description had been

forwarded to the Boundary Review for comment, and their comments were included in the packet. He gave an overview of the nine criteria that guide the Boundary Review Board when reviewing annexations and comments from other departments. He then recommend that the Council accept the Notice of Intent to Commence Annexation subject to three conditions: first, that the property owners be required to assume all the existing indebtedness of the area being annexed; second, that the legal description be revised to reflect the comments by Pierce County; and finally, that the request for Employment District Zoning be referred to the Planning Commission for review and recommendation.

Councilmember Franich asked questions about the wetlands located on the properties. John Vodopich explained that these wetlands would be bound by city regulations, where now they are governed by Pierce County. Councilmember Dick asked for clarification on the zoning procedure. John explained that that any designation of zoning would have to be completed before the Council could finalize the annexation. John mentioned a letter from Hemley's Septic Cleaning asking to be removed from the annexation, and further recommending that the Council not accept the annexation petition.

Brewer Thompson - PO Box 99947, Tacoma. Mr. Thompson explained that he was President of the Mountain View Development Company, owner of the property located southwest of the proposed annexation. He asked that his 38 property be included in the annexation process. He added that approximately nine of the 38 acres were designated wetland. He answered Council's questions regarding the zoning, adding that it is currently zoned residential, and he would prefer to leave it that way unless the other zoning would afford some advantage.

Doug Howe - Touchstone Corporation, 2025 1st Ave., Seattle. Mr. Howe explained that he and Mike Scannel are the proponents of this annexation that included 21 property owners. He explained that most all the property is already zoned E-C, both in Gig Harbor's Comp Plan and Pierce County's zoning plan, and fall within the UGA. He said that they had attempted to create a contiguous boundary line and unify the zoning. He said that very little of the properties was developed and this was one of the last opportunities for employment activity in Gig Harbor. He discussed the recent road improvements in the area, adding that the utilities are installed. He said that he had no objection with including the property owned by Mountain View Development. He then addressed the question of wetlands located in the area, estimating that approximately 10 to 15 acres were wetlands.

Paul Miller - 917 Pacific Ave #417, Tacoma. Mr. Miller encouraged concurrence with the request as owner of three of the parcels. He said that this area had been intended for employment center designation almost 25 years ago, and that an assurance of the availability of employment centers would strengthen Gig Harbor. He said that a singular road system serves the area, adding that it makes sense to have consistent zoning.

Brewer Thompson - Mr. Thompson explained that when he signed the request to be included, he was unaware of the intent for use of the surrounding property. He said that now that he is aware of the requested zoning, he would like an opportunity to study the rezone and how it would affect his property. He said that he thought that the R-1 zoning might diminish his ability to develop the property at four units per acre. Mark Hoppen explained that it would remain at three units if he

were to request sewer utility from the city, whether or not he was included in the annexation. John Vodopich added that a planned residential development could result in four units. Mr. Thompson asked if this would go to the Planning Commission for consideration, and if he could withdraw his request for inclusion at a later date. Carol Morris explained that a property owner could withdraw before the Council forwards the petition to the Boundary Review Board.

Frank Chaplin - 6780 Weatherglass Lane - Mr. Chaplin spoke on a previous agenda matter, explaining that the poor acoustics in the Council Chambers did not allow the neighbors from Spinnaker Ridge to hear the decision on the Vacation of Erickson Street. Councilmember Owel explained that the ordinance would return for a second reading and approval at the next meeting.

MOTION: Move to accept the notice of intent to commence annexation of the 200 acres, include the Thompson property in this annexation with R-1 zoning, and subject the annexation to the three conditions outlined in the staff's recommendation.
Picinich/Ruffo -

Councilmember Young asked if it was necessary for the motion to designate the Thompson Property as R-1 zoning. Councilmember Dick said that Mr. Thompson requested that the property retain this designation, and that the Planning Commission could make any other determination before it returns to Council for approval.

Mr. Thompson clarified that he did not want to request R-1 zoning for the property, as it would be more restrictive than its current zoning. Councilmember Young recommended removing the R-1 designation from the motion.

AMENDED MOTION: Move to accept the notice of intent to commence annexation of the 200 acres, include the Thompson property in this annexation, and subject the annexation to the three conditions outlined in the staff's recommendation.
Picinich/Ruffo - unanimously approved.

2. Fisherman's Memorial Statue - Request for Support. Mark Hoppen, City Administrator, explained that in the 2000 Budget, Council allocated \$10,000 for public art, which was applied to the Fisherman's Memorial Statue, and in 2001, another \$20,000 was budgeted for the same. He explained that the Memorial project is due for installation in the spring with one large payment remaining. Shirley Tomasi, Cultural Arts Commission, has requested that the Council provide another \$10,000 in support to enable her to obtain grants for the bulk of the final payment. If the fundraising efforts are successful, this additional support from the city will not be necessary and would remain in the city's funds.

MOTION: Move that the City Council extend \$10,000 of city monetary support to ensure the completion and placement of the Fisherman's Memorial and to assist in obtaining grants.
Owel/Picinich - unanimously approved.

Councilmember Owel asked to be excused and left the meeting at 8:03 p.m.

STAFF REPORTS:

David Rodenbach, Finance Director, presented the Quarterly Report for the fourth quarter of 2001. He explained that all funds were within budget and offered to answer questions.

COUNCIL COMMENTS / MAYOR'S REPORT:

Councilmember Dick complimented the city's web site and thanked staff for the improvements to the site making it easier for the public to access information.

Councilmember Ekberg thanked the Public Works Department for the great job of keeping the roads clear during the recent snowy conditions.

Councilmember Ruffo thanked the Public Works Department for completing the Harborview Drive Project.

PUBLIC COMMENT: None.

MAYOR'S REPORT:

Mayor Wilbert spoke about the Proclamation establishing February 12th as Arts Day, explaining that this day will be celebrated throughout the state.

ANNOUNCEMENT OF OTHER MEETINGS:

Mayor Wilbert said that she would continue to attend the airport meetings, which are held every Thursday evening, and keep the Council updated.

EXECUTIVE SESSION: For the purpose of discussing property acquisition per RCW 42.31.110(b).

MOTION: Move to adjourn to Executive Session at 8:07 p.m. for the purpose of discussing property acquisition for approximately ten minutes.
Dick/Franich - unanimously approved.

MOTION: Move to return to regular session at 8:16 p.m.
Ruffo/Picinich - unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 8:16 p.m.
Ruffo/Picinich - unanimously approved.

Cassette recorder utilized.
Tape 642 - Side B 013 - end.
Tape 643 - Side A 000 - end.

Gretchen A. Wilbert, Mayor

City Clerk

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, tourism is a booming industry around the world and Gig Harbor is experiencing a growth in tourists and visitors; and

WHEREAS, Gig Harbor is such a beautiful place, which naturally beckons visitors, providing an industry that substantially benefits the local economy; and

WHEREAS, Gig Harbor's natural beauty, cultural heritage, historic interest and variety of recreation opportunities are waiting to entertain local neighbors, visitors and corporate meetings; and

WHEREAS, the Gig Harbor Visitor Services Office in conjunction with Destination Gig Harbor, a committee of Gig Harbor Peninsula Area Chamber of Commerce, believes that we should capitalize on the tourism market by *managing* the visitors we have, and using their presence in our community to preserve, retain and enhance this authentic Maritime City; and

WHEREAS, tourism is a very clean industry and generates positive economic impact without creating needs for schools or housing and if tourism is managed efficiently, it is a very positive industry for our community;

NOW, THEREFORE, I, Gretchen A. Wilbert, Mayor of the City of Gig Harbor, recognizing that tourism is a positive effort in our community, do hereby declare the week of May 6th 2002, as

TOURISM WEEK 2002

In the City of Gig Harbor and encourage all citizens to join me in celebrating the vitality of tourism in our community. In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 11th day of February 2002.

Gretchen A. Wilbert, Mayor

Date

Gig Harbor High School
Melinda Jenkins
5101 Rosedale St.
Gig Harbor, WA 98335

Gig Harbor City Hall
3105 Judson St.
Gig Harbor, WA 98332

RECEIVED

FEB 6 2002

CITY OF GIG HARBOR

November 4, 2001

Dear Gig Harbor Council Members,

The Tacoma Narrows Bridge is a beautiful landmark, but the thought of two bridges alters my perception of its beauty. With two bridges side by side, this will definitely change the elegance of Gig Harbor in many ways. What is the purpose of building the new bridge? To change the amount of traffic or make Gig Harbor twice as big as it currently is? I am writing you this letter, for you and your partners in business to hear a different view point from a student's prospective.

My concern is the new bridge will change Gig Harbor's small town landscape to a busy economy, bringing in a large population growth. This would demand modification toward Gig Harbor's small town charm.

My thoughts and concerns are as follows: Why as a community should we spend so much money building this bridge, if soon there is no money left to keep building on to the economy of Gig Harbor? Increased population and evidence of a growing city is already present through numerous new track home divisions. Retail establishments such as Target and Albertson's have recently opened in Gig Harbor. Home Depot is scheduled to open soon. There could possibly be more visits from uninvited Tacoma guests that may cause trouble. Crime statistics are currently low in Gig Harbor. Tacoma has a significantly higher crime rate. The once small town of Gig Harbor could change. Can our town handle this? Do we really know what is coming after the bridge is built?

An alternative scenic and enjoyable change could be a car or passenger ferry running all day to different points of the harbor. Another availability could be a commuter ferry, that people could take to other cities to get to their jobs every day. The outcome of this would have fewer people driving back and forth every day on the bridge. An additional option could be to have more bus rides leaving the harbor to specific points around town. If more people were aware of all the other kinds of transportation, then car traffic on the bridge would reduce. The alternative plan would really show us that if our community cooperates and works as a team, then the nonsense of having another bridge would be history.

To conclude this letter, I would like to say thank you for listening to my point of view. My questions seem to be unanswered to the community and myself. As a citizen I would like to know what is going on in the community. Thank you again and I hope my ideas are taken into thought and discussion.

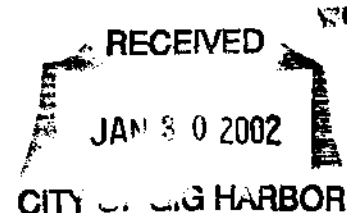
Sincerely,

Melinda Jenkins
Melinda Jenkins

**Pierce County Regional Council
2401 South 35th Street, Room 228
Tacoma, Washington 98409
(253) 798-3726**

January 28, 2002

Mayor Gretchen Wilbert
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335



Dear Mayor Wilbert:

Recently, you were sent a letter from the Pierce County Regional Council requesting your Council's nomination of representatives to fill Position 1 of the Zoo/Trek Authority Board. This representative is elected by the twenty small cities and towns within Pierce County Regional Council's boundary.

Nominations received as of the January 25, 2002, deadline were:

**Position One
Penny Drost, City of DuPont**

At your next council meeting, please select one nominee for Position 1 from those provided. **A certified copy of the council resolution or motion must accompany the enclosed ballot.** Please forward the ballot and appropriate verification to Toni Fairbanks, Pierce County Regional Council Clerk, on or before **5:00 p.m., February 22, 2002.** The ballot and appropriate verification can be returned by fax to (253) 798-3680 or by mail to the address above.

If you have any questions, please call me at 253-798-3726.

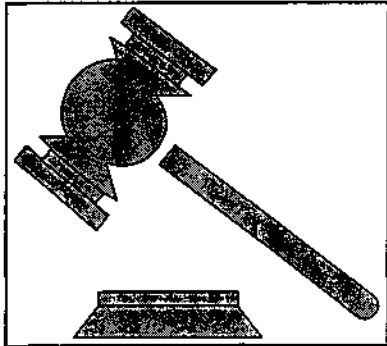
Sincerely,

A handwritten signature in black ink that reads "Toni Fairbanks". The signature is written in a cursive, flowing style.

Toni Fairbanks
Clerk, Pierce County Regional Council

Enclosure

cc: Linda Bird, Chair, Pierce County Regional Council



**ZOO/TREK AUTHORITY BOARD
OFFICIAL BALLOT
VOTE FOR ONE**

Position One

Penny Drost City of DuPont

_____ write-in candidate

The city/town of Big Harbor wishes to cast its vote
for Penny Drost of the City of
DuPont for Position One to serve as
a member of the Zoo/Trek Authority Board fulfilling the second year of a current two-year
term, representing the twenty small cities and towns within the Pierce County Regional
Council boundary.

Date: _____

By: Spitcher R. West
Title: Mayor

This form must be accompanied by a certified copy of the council resolution or motion. Ballots must be received by Pierce County Regional Council Clerk by 5 p.m., February 22, 2002.



City of Gig Harbor. The "Maritime City"

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

TO: CITY COUNCIL
FROM: MAYOR GRETCHEN WILBERT *GW*
SUBJECT: APPOINTMENTS TO THE BUILDING CODE ADVISORY BOARD
DATE: FEBRUARY 6, 2002

INFORMATION/BACKGROUND

The terms for three Board members have expired. I have received notice that both Tom Bates, A.I.A. with Burr Lawrence Rising and Bates Architects and Jim Zusy, P.E. with ABAM Engineers wish to serve another three-year term. A letter of interest has been received from Mike Bitterling, P.E. - BCE Engineering, Inc. to serve the other 3-year term previously held by Al Mitchell. All terms will expire 12/31/2004.

RECOMMENDATION

A motion for the appointment of Tom Bates, Jim Zusy, and Mike Bitterling to serve three-year terms on the Gig Harbor Design Review Board.



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: CONSULTANT SERVICES CONTRACT, AMENDMENT NO. 1
- SEWAGE PUMP STATION 3A
- TESTING SERVICES
DATE: FEBRUARY 11, 2002

INTRODUCTION/BACKGROUND

On April 9, 2001, the Council approved a Consultant Services Contract with General Testing Laboratories, Inc. in the amount of \$10,036.00 to provide construction inspection and material testing support services during the construction of the new Sewage Pump Station 3A.

Additional consultant services, in the estimated amount of \$2,559.00 are required due to the presence of unforeseen interfering subsurface utilities. The unknown utilities altered the scope of testing for this project. Additional geotechnical testing and consultant site visits were required.

Council approval is requested to execute a contract amendment to the Consultant Services Contract with General Testing Laboratories, Inc. for the additional engineering support services.

FISCAL CONSIDERATIONS

The approved Consultant Services Contract with General Testing Laboratories, Inc. for engineering support services is in the amount of \$10,036.00. Amendment No. 1 for additional construction inspection and material testing support is in the amount of \$2,559.00, for a total amended contract amount not to exceed \$12,595.00. With the proposed amendment, this project is within the adopted 2002 Sewer Fund Budget.

RECOMMENDATION

I recommend that the Council authorize execution of Amendment No. 1 to the Consultant Services Contract with General Testing Laboratories, Inc. for engineering support services for the construction of the Sewage Pump Station 3A, in an amount not to exceed Two thousand five hundred fifty-nine dollars and no cents (\$2,559.00)

**AMENDMENT TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
GENERAL TESTING LABORATORIES, INC.**

THIS AMENDMENT is made to the AGREEMENT, dated April 9, 2001, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and General Testing Laboratories, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 18970 Third Avenue NE, P.O. Box 1586, Poulsbo, Washington 98370 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the construction of the Pump Station 3A Project 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 April 9, 2001 (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: Three thousand one hundred thirty-four dollars and no cents (\$3,134.00). 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. 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 _____, 2002.

THE CITY OF GIG HARBOR

By: John R. Hart Pres
As Principal

By: _____
Mayor

Notices to be sent to:

CONSULTANT
John Hart
General Testing Laboratories, Inc.
PO Box 1586
Poulsbo, Washington 98370
(360) 779-9196

Stephen Misiurak, P.E.
City Engineer
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-8145

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

GENERAL TESTING LABORATORIES, INC.
 18970 Third Avenue NE P.O. Box 1586
 Poulsbo, Washington 98370
 (360) 779-9196 Toll Free (888) 898-8378 Fax (360) 779-4320

January 18, 2002

Exhibit A

Steve Misiurak

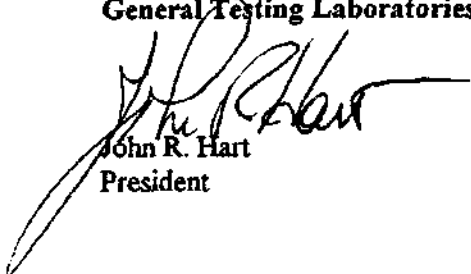
RE: Pump Station No. 3
Contract Amendment

Dear Mr. Misiurak:

As per our discussion, we have the following to report regarding our contract amount for testing and inspection services on the above referenced project.

Billed to date	\$9,545.00
Future Estimated Billing	
• Asphalt paving, January 15, 2002	650.00
• 3 site visits for compaction @ 300.00/ea	1,500.00
• Outstanding billing	500.00
• Unforeseen contingencies, 15% of @ 2,900.00	400.00
Total estimated billing	12,595.00
Original contract amount	10,036.00
Requested addition to contract	\$2,559.00

Sincerely,
General Testing Laboratories, Inc.



John R. Hart
President

JRH/be



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PURCHASE AUTHORIZATION FOR 8-INCH DUCTILE IRON PIPE
- STANICH AVENUE WATERLINE REPLACEMENT PROJECT
DATE: FEBRUARY 11, 2002

INTRODUCTION/BACKGROUND

An identified Water Objective in the 2002 Budget was to install an 8-inch main from Stanich Avenue to McDonald Avenue.

Price quotations for the pipe and fittings were requested from three vendors in accordance with the City's Small Works Roster process for the purchase of materials (Resolution 411). The price quotations are summarized below:

<u>Vendor</u>	<u>Total</u>
	(including sales tax and shipping)
H.D. Fowler	\$ 8,735.01
U.S. Filter	\$ 8,765.71
Western Utilities	\$ 8,893.03

The lowest price quotation received was from H.D. Fowler, in the amount of \$8,735.01, including state sales tax and shipping.

Work is expected to begin following delivery of the system in late March or early April.

ISSUES/FISCAL IMPACT

The purchase of the pipe and supplies are within the adopted 2002 Water Fund Budget.

RECOMMENDATION

I recommend that the Council authorize the purchase from H.D. Fowler, as the lowest vendor, for their price quotation proposal amount of eight thousand seven hundred thirty-five dollars and one cent (\$8,735.01), including state sales tax and shipping.

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20020531

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 NELSEN ENTERPRISES, INC.	MARITIME MART (CHEVRON) 7102 STINSON GIG HARBOR WA 98325 0000	078669	GROCERY STORE - BEER/WINE
2 FRATERNAL ORDER OF EAGLES GIG HARBOR AERIE NO. 2809	FRATERNAL ORDER OF EAGLES GIG HARBOR 2809 BURNHAM DR NW GIG HARBOR WA 98335 0000	360395	PRIVATE CLUB - SPIRITS/BEER/WINE NON-CLUB EVENT
3 GRANITE SERVICE, INC.	GIG HARBOR TEXACO 7101 PIONEER WAY GIG HARBOR WA 98335 0000	365485	GROCERY STORE - BEER/WINE
4 DYLAN ENTERPRISES INC.	TIDES TAVERN 2925 HARBORVIEW DR GIG HARBOR WA 98335 0000	356387	TAVERN - BEER/WINE OFF PREMISES

RECEIVED
FEB 6 2002
CITY OF GIG HARBOR



City of Gig Harbor. The "Maritime City"

DEPARTMENT OF PLANNING & BUILDING SERVICES
3125 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-4278

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: RESOLUTION - DENTON BED AND BREAKFAST - CONDITIONAL
USE PERMIT (CUP 01-05) & VARICANCE (VAR 01-07)
DATE: FEBRUARY 11, 2002

INFORMATION/BACKGROUND

At the January 28, 2002 meeting, the Council voted to vacate the January 14, 2002 vote to reverse the Hearing Examiner's decision on the Denton Conditional Use Permit (CUP 01-05) and Variance (VAR 01-07) applications, because the applications are no longer before the City. The Council's vote also included direction that the matter be remanded to the Hearing Examiner, for vacation of his decision approving the applications. Additionally, a three (3) month deadline was imposed on the applicants for the submission of revised applications to the City for review and processing.

RECOMMENDATION

I recommend that the Council move to approve a resolution reflecting the actions taken at the January 28, 2002 meeting with regard to the Denton Conditional Use Permit (CUP 01-05) and Variance (VAR 01-07) applications.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, ACKNOWLEDGING THE CITY COUNCIL'S LACK OF JURISDICTION OVER THE APPEAL OF WITHDRAWN APPLICATIONS CUP 01-05 AND VAR 01-07, REMANDING THE MATTER TO THE HEARING EXAMINER FOR FURTHER ACTION VACATING HIS APPROVAL OF THE APPLICATIONS, FOR PROPERTY LOCATED AT 9017 N. HARBORVIEW DRIVE, GIG HARBOR, WASHINGTON.

WHEREAS, applicants Steve and Janis Denton submitted applications for a conditional use permit (hereinafter the "CUP") and variance for property located at 9017 Harborview Drive, Gig Harbor, Washington; and

WHEREAS, the City Hearing Examiner issued a written decision approving the CUP and variance on October 3, 2001; and

WHEREAS, Greg Hoeksema filed an appeal of the City Hearing Examiner's decision; and

WHEREAS, the City Council held a closed record hearing on the appeal and after deliberations, voted to reverse the Hearing Examiner's decision; and

WHEREAS, on January 23, 2002, while the appeal was still pending and prior to entry of the City Council's findings of fact and conclusions on the appeal, the Denton's withdrew their applications altogether; and

WHEREAS, the withdrawal of the CUP and variance applications has left the City Council without jurisdiction to take further action on the appeal; Now, Therefore,

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

Section 1. The Denton conditional use permit and variance (CUP 01-05 and VAR 01-07) applications have been withdrawn. The City Council vacates its previous vote on the appeal, and has no jurisdiction to act further on the appeal of Greg Hoeksema.

Section 2. Because the Denton's have withdrawn the applications, the City Council hereby remands the matter to the City Hearing Examiner, to vacate his decision approving the applications.

Section 3. Because the Denton's have an issued building permit, the Denton's must submit revised applications within three months of January 28, 2002.

RESOLVED by the City Council this 11th day of February 2002.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____
CAROL A. MORRIS
CITY ATTORNEY

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



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: ORDINANCE FOR ERICKSON STREET VACATION
- SECOND READING
DATE: FEBRUARY 11, 2002

INTRODUCTION/BACKGROUND

A second reading was held on November 26, 2001 for the proposed vacation of the public vehicular easement for Erickson Street, which lies between McDonald Avenue and Soundview Drive. The decision was tabled because an easement issue had not been resolved. City Attorney Carol Morris advised the Council that this street vacation ordinance should not be adopted until the property owners in Spinnaker Ride have granted an easement to the abutting property owner who will be without access if Erickson Street is vacated. This subject easement has now been executed and recorded between the Spinnaker Ridge Community Association and Vincent and Olive Skansie.

FISCAL CONSIDERATIONS

Because the City currently has no plans for improvements to Erickson Street, this vacation will have no fiscal impact on the City's future budgets. However, the City will not need to include Erickson Street in its general maintenance and street operation activities, so the City's costs will be reduced accordingly.

RECOMMENDATIONS

Staff recommends the existing ordinance, as presented, be approved by the City Council at this second reading.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
GIG HARBOR, WASHINGTON, VACATING THE PORTION
OF ERICKSON STREET, LYING BETWEEN MCDONALD
AVENUE AND SOUNDVIEW DRIVE, LOCATED IN THE
SPINNAKER RIDGE PLANNED UNIT DEVELOPMENT IN
GIG HARBOR, WASHINGTON.**

WHEREAS, the Spinnaker Ridge planned unit development ("PUD") was approved by the City of Gig Harbor in September of 1985; and

WHEREAS, Spinnaker Ridge was approved upon condition that Erickson Street, a public street located entirely within the PUD, would be constructed to meet public works standards; and

WHEREAS, the developer of the Spinnaker Ridge PUD constructed Erickson Street as required by the PUD conditions, and dedicated the Street and a 60-foot wide right-of-way to the City upon plat approval; and

WHEREAS, included in the Spinnaker Ridge approval was the provision that while Erickson Street would not be constructed as a through street at that time, the City Council reserved its ability to open Erickson Street at a later date to make it a through street; and

WHEREAS, the City Council recently considered the question whether or not the street would be opened as a through street; and

WHEREAS, the residents of Spinnaker Ridge objected to the opening of Erickson Street as a through street and other members of the public supported the through street concept; and

WHEREAS, the City Council considered various options to the opening of Erickson Street, one of which was to vacate the easement for public travel on the Street and turn over ownership, maintenance and operation of the Street to the residents of Spinnaker Ridge; and

WHEREAS, the City Council thereafter passed Resolution No. 574 initiating the procedure for the vacation of the referenced street and setting a hearing date; and

WHEREAS, after the required public notice had been given, the City Council conducted a public hearing on the matter on November 13, 2001, and at the conclusion of such hearing determined that the aforementioned right-of-way should be vacated; Now, Therefore,

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

Section 1. Findings and Conclusions. Pursuant to GHMC Section 12.14.018(D), the City Council makes the following findings and conclusions:

A. Erickson Street wasn't acquired at City expense. Erickson Street was constructed by the developer of Spinnaker Ridge and later dedicated to the City.

B. Erickson Street isn't needed for public vehicular travel. Erickson Street is a local access road only and is not a through street. The persons using Erickson Street for vehicular travel are the residents of Spinnaker Ridge, their families, friends and persons providing services and goods to those residents.

The City has no future need for Erickson Street in the City's street system. No improvements were planned for Erickson Street in the City's Six-year Road Plan or the City's Transportation Comprehensive Plan. The configuration of Erickson Street (if left unopened) and the development

of surrounding properties precludes any use by the City of Erickson Street as any thing other than a local access street for the Spinnaker Ridge planned unit development.

C. Costs associated with Erickson Street. The costs associated with Erickson Street involve those costs related to street maintenance activities that the City performs on all City streets, such as street sweeping, sealing and snow removal.

D. Gate to be Installed. As a condition of a street vacation, and to ensure that emergency vehicle access to the surrounding area is not impaired, Pierce County Fire District No. 5 has recommended that the existing gate across Erickson Street at McDonald Avenue be made automatic with opticom controls and Knox controls on both the East and West sides of the gate. The Fire District has asked that the design of the gate, including a site plan and specifications be approved by them prior to installation. These Fire District requests are documented in a letter dated November 1, 2001 to Dave Brereton, Interim Public Works Director, from Steve Bowman, Prevention Specialist, Fire District No. 5. Installation of the gate is to be completed within 90 days of completion of the vacation.

Section 2. Street Vacated. After making the above findings regarding the proposed street vacation, the City Council finds that the easement for public vehicular travel on Erickson Street, as the Street is more particularly described in Exhibit A, shall be vacated upon the conditions set forth herein.

Section 3. Reservation of Easement. The City Council finds that after the easement for public vehicular travel is vacated in Erickson Street, the City shall retain an easement in the street for the following purposes: public pedestrian travel; existing or future public utilities, including but not

limited to: water, sewer, storm, electricity, gas, telephone, and cable services for the 60 foot right-of-way area of Erickson Street, as it is currently configured and legally described in Exhibit A.

Section 4. No Payment Required. Pursuant to GHMC Section 12.14.018, this vacation does not require the payment by the property owners to the City, as the City Council has made a finding (in Section 1) that the street vacation meets the criteria in GHMC 12.14.018(D).

Section 5. Installation of Controls on Gates. The Spinnaker Ridge Homeowners' Association shall be allowed three months from the date of this Ordinance to install the type of gate(s) recommended by Pierce County Fire District No. 5.

Section 6. Effective Date. If the Spinnaker Ridge Homeowner's Association provides proof of installation of the gate controls and approval by the Fire District within three months of the date of this Ordinance, the street vacation shall be effective. Otherwise, this street vacation shall be null and void. After receipt of such proof, the City Clerk is hereby directed to record a certified copy of this ordinance with the office of the Pierce County Auditor. This ordinance shall take effect five days after publication, which shall take place only after the above street vacation conditions have been satisfied as required herein.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this _____ day of _____, 2001.

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: 11/8/01
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:

EXHIBIT 'A'

Legal Description

**THAT 60' PORTION OF ERICKSON STEET WITHIN THE COMMON AREA OF
SPINNAKER RIDGE SUBDIVISION, LYING BETWEEN SOUNDVIEW DRIVE AND
MCDONALD AVENUE,
GIG HARBOR, WASHINGTON.**

The legal description for Spinnaker Ridge Subdivision follows:

The South half of the Northeast Quarter of the Southwest Quarter of Section 8,
Township 21 North, Range 2 East of the Willamette Meridian, in Gig Harbor, Pierce
County, Washington.

EXCEPT the North Half of the Southwest Quarter of the Northeast Quarter of the
Southwest Quarter of said Section 8. ALSO EXCEPT the following described property:
BEGINNING at the Northeast corner of the South Half of the Northeast Quarter of the
Southwest Quarter of said Section 8; THENCE along the North line of said subdivision S
89°56'05" W, 343 feet; THENCE S 01°00'51" W, parallel with the East line of said
subdivision, 484 feet; THENCE N 89°56'05" E, 343 feet to the East line of said
subdivision; THENCE along said East line N 01°00'51" E, 484 feet to the TRUE POINT
OF BEGINNING. ALSO EXCEPT the East 30 feet for Wickersham County Road. ALSO
EXCEPT the following described property; COMMENCING at the Northeast corner of
said South Half of the Northeast Quarter of the Southwest Quarter of Section 8;
THENCE along the North line of said subdivision S 89°56'05" W, 30 feet to the West line
of (Wickersham County Road) Soundview Drive NW; THENCE continuing S 89°56'05"
W, along said North line, 313.00 feet; THENCE S 01°00'51" W, parallel with the East line
of said subdivision, 95.00 feet to the TRUE POINT OF BEGINNING; THENCE N
23°56'57" W, 71.07 feet; THENCE N 89°56'05" E, 30.00 feet to a point that bears N
01°00'51" E from the TRUE POINT OF BEGINNING; THENCE S 01°00'51" W, 64.99
feet to the TRUE POINT OF BEGINNING. TOGETHER WITH the North Half of the
Southwest Quarter of the Northeast Quarter of the Southwest Quarter of said Section 8,
in Gig Harbor, Pierce County, Washington. SUBJECT TO AND TOGETHER WITH
COVENANTS, RESTRICTIONS AND EASEMENTS OF RECORD.

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

On _____, 2002 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 COUNCIL OF THE CITY
GIG HARBOR, WASHINGTON, VACATING THE PORTION
OF ERICKSON STREET, LYING BETWEEN MCDONALD
AVENUE AND SOUNDVIEW DRIVE, LOCATED IN THE
SPINNAKER RIDGE PLANNED UNIT DEVELOPMENT IN
GIG HARBOR, WASHINGTON.**

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

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

APPROVED by the City Council at their regular meeting of _____, 2002.

BY: _____
MOLLY M. TOWSLEE, CITY CLERK



City of Gig Harbor. The "Maritime City"

DEPARTMENT OF PLANNING & BUILDING SERVICES
3125 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-4278

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP *Jm*
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: ORDINANCE AMENDING THE PROCEDURES FOR CLOSED RECORD
APPEAL HEARINGS ON PROJECT PERMIT APPLICATIONS
DATE: FEBRUARY 11, 2002

INFORMATION/BACKGROUND

At the January 14, 2002 meeting, the Council voted to direct staff to prepare revisions to Title 19 of the Gig Harbor Municipal Code. Specific changes were to amend the appeal process of Type III project applications so that appeals were directed to the courts rather than to the Council themselves. Type III project applications include plat vacations and alterations; site plans and major site plan amendments; conditional use permits, general variances; sign permit variances; site-specific rezones; shoreline substantial development permits; shoreline variances; major amendments to planned residential developments and planned unit developments; amendments to the height restriction area map; and mobile/manufactured home parks or subdivisions.

As presently drafted, with the exception of site-specific rezones, appeals of any Type III project application would go directly to the courts. Council may want to review the list of Type III applications and ensure that it is in the best interest of the City to remove the Council from the appeal process for all Type III applications, with the exception of site-specific rezones.

RECOMMENDATION

I recommend that the Council approve the Ordinance amending Title 19 of the Gig Harbor Municipal Code after a second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING THE CITY'S PROCEDURES FOR CLOSED RECORD APPEAL HEARINGS ON PROJECT PERMIT APPLICATIONS, ELIMINATING ALL ADMINISTRATIVE APPEALS TO THE CITY COUNCIL, WITH THE EXCEPTION OF APPEALS OF SITE SPECIFIC REZONES (IN GHMC SECTION 17.100.035), AND CLARIFYING THE STANDARD OF APPELLATE REVIEW OF THE HEARING BODY/OFFICER'S DECISION IN A CLOSED RECORD APPEAL; AMENDING GIG HARBOR MUNICIPAL CODE SECTIONS 19.01.003 AND 19.06.005.

WHEREAS, RCW 36.70B.060(6) provides that a local government may allow an administrative appeal for some but not all project permit decisions; and

WHEREAS, the City Council desires to amend Title 19 to eliminate all closed record appeals that currently are held by the City Council, with the exception of administrative appeals of site specific rezones, which are defined as "project permits" (RCW 36.70B.020(4)); and

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

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Office of Community Development on January 31, 2002 pursuant to RCW 36.70A.106; and

WHEREAS, the City Council held a public hearing and considered this Ordinance during its regular City Council meeting of February 11, 2002; and

WHEREAS, the City Council further considered this Ordinance during its regular City Council meeting of February 25, 2002; Now, Therefore,

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

Section 1. Section 19.01.003 of the Gig Harbor Municipal Code is hereby amended to read as follows:

19.01.003 Project permit application framework.

A. Action Type.

	PROCEDURE FOR PROJECT PERMIT APPLICATIONS (TYPE I -IV)					LEGISLATIVE
	TYPE I	TYPE II	TYPE III	TYPE III-A	TYPE IV	TYPE V
Recommendation made by:	N/A	N/A	N/A	N/A	N/A	Planning commission
Final decision made by:	Director	Director	Hearing examiner	Hearing examiner	City council	City council
Notice of application:	No	No	Yes	Yes	Yes	No
Open record public hearing or open record appeal of a final decision:	No	Only if appealed, open record hearing before hearing examiner	Yes, before hearing examiner to render final decision	Yes, before hearing examiner to render final decision	No	Yes, before planning commission which makes recommendation to council

Closed record appeal/final decision:	No	No	No, Only if <u>site-specific rezone</u> appealed, then before council	No	Yes, before council to render final decision	Yes, or council could hold its own hearing
Judicial appeal:	Yes	Yes	Yes	Yes	Yes	Yes

B. Decisions.

TYPE I	TYPE II	TYPE III	TYPE III-A	TYPE IV	TYPE V
Permitted uses not requiring site plan review	Short plat	Plat vacations and alterations	Preliminary plats	Final plats	Comp. plan amendments
Boundary line adjustments	Sign permits	Site plan/major amendments to site plans	Preliminary PRD/PUD	Final PRD/PUD	Development regulations
Minor amendments to PUD/PRD	Design review	CUP, general variances, sign permit variances, and site specific rezones			Zoning text amendments; area-wide zoning map amendments
Special use permits	Land clearing/grading	Shoreline substantial development, shoreline variance			Annexations
Temporary construction trailers	Revisions to shoreline management permits	Major amendments to PRD and PUD			
	Administrative variances	Amendment to height restriction area map			
	Administrative interpretations	Mobile/manufactured home park or subdivision			

Home occupation
permit

Hardship variance,
sign code

Modification to
landscape plans

Minor amendment to
PRD or PUD

Section 2. Section 19.06.005 of the Gig Harbor Municipal Code is hereby amended to read as follows:

19.06.005. Procedure for closed record decision/appeal.

A. Closed record appeals shall be on the record established at the open record hearing before the hearing body/officer whose decision is being appealed, which shall include the written decision of the hearing body/officer, a transcript or tape recording of the proceedings, and copies of any exhibits admitted into the record.

B. No new testimony or evidence will be accepted by the appeal body/officer except: (1) new information that was unknown to the parties at the time of the hearing which could not reasonably have been discovered by the parties and is necessary for a just resolution of the appeal; and (2) relevant information that, in the opinion of the appeal body/officer council, was improperly excluded by the hearing body/officer. Appellants who believe that information was improperly excluded must specifically request, in writing prior to the closed record appeal hearing, that the information be made part of the record. The request shall describe the information excluded, its relevance to the issues appealed, the reason(s) that the information was excluded by the hearing body/officer, and why the hearing body/officer erred in excluding the information. No reference to excluded information shall be made in any presentation to the appeal body/officer council on the merits, written or oral, until the appeal body/officer council has determined that the information should be admitted.

C. ~~4.~~ Parties to the appeal may present written and/or oral arguments to the appeal body/officer council. Argument shall describe the particular errors committed by the hearing body/officer, with specific references to the appeal administrative record. The appellant shall bear the burden to demonstrate that substantial evidence does not exist in the administrative record to support the decision of the hearing body/officer.

D. 2. The hearing shall commence with a presentation by the director or the director's designee, of the general background of the proposed development and the issues in dispute. After the director's presentation, the appellants shall first present oral argument, and then the other parties of record shall make their arguments. ~~Council members~~ The appeal body/officer may question any party concerning disputed issues, but shall not request information not in the administrative record.

E. 3. ~~The council~~ appeal body/officer shall determine whether there is substantial evidence in the administrative record to support the decision of the hearing body/officer. The appeal body/officer may affirm, modify or reverse the decision of the hearing body/officer. Upon written agreement by the applicant ~~to waive the statutory prohibition against more than one open record and one closed record hearing, and, if needed,~~ to waive the requirement for a decision within the time periods set forth in RCW 36.70B.0980, as allowed by RCW 36.70B.080(3), the appeal body/officer may remand the decision to the hearing body for additional information.

B. F. Open Record Appeal Hearings. An open record appeal hearing shall be conducted in the manner set forth in chapter 19.05 GHMC.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

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 _____, 2002.

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: 2/7/02
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

SUMMARY OF ORDINANCE NO. ____

of the City of Gig Harbor, Washington

On _____, 2002, 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 LAND USE AND ZONING, AMENDING THE CITY'S PROCEDURES FOR CLOSED RECORD APPEAL HEARINGS ON PROJECT PERMIT APPLICATIONS, ELIMINATING ALL ADMINISTRATIVE APPEALS TO THE CITY COUNCIL, WITH THE EXCEPTION OF APPEALS OF SITE SPECIFIC REZONES (IN GIG HARBOR MUNICIPAL CODE SECTION 17.100.035), AND CLARIFYING THE STANDARD OF APPELLATE REVIEW OF THE HEARING BODY/OFFICER'S DECISION IN A CLOSED RECORD APPEAL; AMENDING GIG HARBOR MUNICIPAL CODE SECTIONS 19.01.003 AND 19.06.005.

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

APPROVED by the City Council at their meeting of _____, 2002.

MOLLY TOWSLEE, CITY CLERK



City of Gig Harbor. The "Maritime City"

DEPARTMENT OF PLANNING & BUILDING SERVICES
3125 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-4278

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: ORDINANCE AMENDING THE IMPACT FEE ORDINANCE
DATE: FEBRUARY 11, 2002

INFORMATION/BACKGROUND

The City's impact fee ordinance was adopted prior to the date that the Washington courts addressed the question whether such fees were subject to the vested rights doctrine, which allows developers to vest their applications to the land use control ordinances in place at the time complete building permit or preliminary plat applications are submitted. It is appropriate to amend the impact fee ordinance to be consistent with the recent ruling by the Washington court that impact fees are not subject to the vesting doctrine. The impact fee ordinance should also be amended to clarify the fact that the City will calculate and issue the impact fee at the time of building permit issuance. The City Attorney has prepared an ordinance detailing such amendments to Title 19.

RECOMMENDATION

I recommend that the Council approve the ordinance amending Title 19 of the Gig Harbor Municipal Code relating to impact fees after a second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING THE CITY'S IMPACT FEE ORDINANCE TO CHANGE THE DATE FOR CALCULATION OF THE AMOUNT OF THE FEE TO BE IMPOSED, CLARIFYING THE INAPPLICABILITY OF THE VESTING DOCTRINE TO IMPACT FEES CONSISTENT WITH WASHINGTON LAW, AMENDING GHMC SECTION 19.12.100 AND MAKING MINOR TYPOGRAPHICAL CORRECTIONS TO GHMC SECTION 19.12.110 TO CLARIFY THE FACT THAT THE IMPACT FEE WILL BE CALCULATED AT THE TIME OF BUILDING PERMIT ISSUANCE.

WHEREAS, the City's impact fee ordinance was adopted prior to the date that the Washington courts addressed the question whether such fees were subject to the vested rights doctrine, which allows developers to vest their applications to the land use control ordinances in place at the time complete building permit or preliminary plat applications are submitted; and

WHEREAS, the City desires to amend its impact fee ordinance to be consistent with the recent ruling by the Washington court that impact fees are not subject to the vesting doctrine; and

WHEREAS, Section 19.12.100 of the impact fee ordinance should also be amended to clarify the fact that the City will calculate and issue the impact fee at the time of building permit issuance; and

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

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Office of Community Development on February 6, 2002 pursuant to RCW 36.70A.106; and

WHEREAS, the City Council held a public hearing and considered this Ordinance during its regular City Council meeting of February 11, 2002; and

WHEREAS, the City Council further considered this Ordinance during its regular City Council meeting of February 25, 2002; Now, Therefore,

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

Section 1. Section 19.12.100 of the Gig Harbor Municipal Code is hereby amended to read as follows:

19.12.100 Payment of Fees.

A. All developers shall pay an impact fee in accordance with the provisions of this chapter, which shall be calculated by the City at the time that the applicable development building permit is ready for issuance.

~~1. Vested Permits. The fee paid shall be the amount in effect as of the date the city determines that the applicable development permit is complete, as long as at least one development permit for the project is of the type that vests under the city's ordinances or state law.~~

~~2. Non-Vested Permits. If a developer submits an application for a development permit that does not vest under the city's ordinances or state law, then the fee paid shall be the amount in effect as of the date of permit issuance.~~

~~3. Plats. The amount of the impact fee shall be the amount established at the time the preliminary plat or short plat applications are determined to be complete by the city only if: (i) the approval of the preliminary plat has not expired; or (ii) at the very latest, the developer has submitted a complete building permit application for all construction in the plat within five years of the anniversary date of the shore plat or final plat.~~

B. The impact fee, ~~as initially calculated for a development permit,~~ shall be recalculated ~~at the time of issuance~~ if the development application is modified or conditioned in such a way as to alter park and transportation impacts for the development.

C. A developer may obtain a preliminary determination of the impact fee before submitting an application for a development permit by providing the director with the information needed for processing. However, because impact fees are not subject to the vested rights doctrine, the fee actually paid by the developer will be the impact fee in effect at the time of building permit issuance, regardless of any preliminary determination.

Section 2. Section 19.12.110 of the Gig Harbor Municipal Code is hereby amended to read as follows:

19.12.110 Time of payment of impact fees.

A. Payment of any required impact fees, calculated as set forth in GHMC 19.12.100(A)(3) shall be made prior to the issuance of a building permit. ~~If the impact fee is not at final approval, this shall be noted by a covenant placed on the face of the recorded plat and included in the deed for each affected lot within the plat.~~

* * *

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

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 ____, 2002.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

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

SUMMARY OF ORDINANCE NO. ____

of the City of Gig Harbor, Washington

On _____, 2002, 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 LAND USE AND ZONING, AMENDING THE CITY'S IMPACT FEE ORDINANCE TO CHANGE THE DATE FOR CALCULATION OF THE AMOUNT OF THE FEE TO BE IMPOSED, CLARIFYING THE INAPPLICABILITY OF THE VESTED RIGHTS DOCTRINE TO IMPACT FEES CONSISTENT WITH WASHINGTON LAW, AMENDING GHMC SECTION 19.12.100 AND MAKING MINOR TYPOGRAPHICAL CORRECTIONS TO GHMC SECTION 19.12.110 TO CLARIFY THE FACT THAT THE IMPACT FEE WILL BE CALCULATED AT THE TIME OF BUILDING PERMIT ISSUANCE.

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

APPROVED by the City Council at their meeting of _____, 2002.

MOLLY TOWSLEE, CITY CLERK



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: RESOLUTION FOR PUBLIC HEARING
- RUST STREET VACATION REQUEST
- ERIC AND MAUREEN BARTA
DATE: FEBRUARY 11, 2002

INTRODUCTION/BACKGROUND

The City received a letter on February 1, 2002 from Mr. and Mrs. Eric Barta, owners of the abutting property and Mr. Steve Dutton, (representative for the Bartas), petitioning the City to vacate portions of Rust Street in accordance with GHMC 12.14.002C.

Specifically, the request is for the vacation of the south 30 feet of the Rust Street right-of-way currently held by the City, and abutting the north property frontage of parcel #2260000240, and the north 30 feet of Rust Street abutting the south property frontage of parcel # 2260000140. Research on this right-of-way found that this portion of Rust Street was platted in Pierce County in 1891 and was not opened or improved by 1905, therefore it automatically was vacated by operation of law in 1896. The City's ability to open this portion of Rust Street is barred by lapse of time and the City has no interest in the street. In order to ensure that this portion of Rust Street is placed on tax rolls and the ownership is formally recorded, the property owner has requested that the City vacate the street under GHMC 12.14.

The right-of-way proposed for vacation along Rust Street is surplus to the City's needs, and the City does not have any plans for improving the right-of-way proposed for vacation. The vacation request will not eliminate public access to any property.

As defined in 12.14 GHMC a resolution must be passed by the Council setting a time and date for a public hearing on the proposed street vacation.

FISCAL CONSIDERATIONS

The processing fee has been paid in accordance with GHMC 12.14.004.

RECOMMENDATIONS

I recommend that the Council pass the resolution setting Monday, February 25, 2002 at 7:00 P.M. as the date for the public hearing on the proposed street vacation of Rust Street.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, TO INITIATE THE PROCEDURE FOR THE VACATION OF A PORTION OF RUST STREET LYING NORTH HARBORVIEW DRIVE AND WHEELER AVENUE.

WHEREAS, Mr. and Mrs. Eric Barta, husband and wife, desire to initiate the procedure for the vacation of the portion of Rust Street, originally created in the plat called Extension to the City of Gig Harbor, recorded in 1891 in Book 6 of Plats at Page 74 in Pierce County, Washington.

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

Section 1. A public hearing upon said street vacation shall be held in the council chambers of Gig Harbor City Hall on Monday, February 25, 2002, at 7:00 p.m., at which hearing all persons interested in said street vacation are invited to appear.

Section 2. The City Clerk is directed to post notices of the hearing in three public places and on the street to be vacated and to mail notices to all owners of any property abutting the portion of street to be vacated, pursuant to RCW 35.79.020.

PASSED this ____th day of February, 2002.

Gretchen A. Wilbert, Mayor

ATTEST:

Molly M. Towslee, City Clerk



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: RESOLUTION FOR PUBLIC HEARING
- RUST STREET VACATION REQUEST
- RICHARD AND HEIDI ROHWER
DATE: FEBRUARY 11, 2002

INTRODUCTION/BACKGROUND

The City received a letter on December 14, 2001 from Mr. and Mrs. Richard Rohwer, owners of the abutting property, petitioning the City to vacate a portion of Rust Street in accordance with GHMC 12.14.002C.

Specifically, the request is for the vacation of the south 30 feet of the Rust Street right-of-way currently held by the City and abutting the north property frontage of Parcel No. 2260000270. Research on this right-of-way found that this portion of Rust Street was platted in Pierce County in 1891 and was not opened or improved by 1905, therefore it automatically was vacated by operation of law in 1896. The City's ability to open this portion of Rust Street is barred by lapse of time and the City has no interest in the street. In order to ensure that this portion of Rust Street is placed on tax rolls and the ownership is formally recorded, the property owner has requested that the City vacate the street under GHMC 12.14.

The right-of-way proposed for vacation along Rust Street is surplus to the City's needs, and the City does not have any plans for improving the right-of-way proposed for vacation. The vacation request will not eliminate public access to any property.

As defined in 12.14 GHMC a resolution must be passed by the Council setting a time and date for a public hearing on the proposed street vacation.

FISCAL CONSIDERATIONS

The processing fee has been paid in accordance with GHMC 12.14.004.

RECOMMENDATIONS

I recommend that the Council pass the resolution setting Monday, February 25, 2002 at 7:00 P.M. as the date for the public hearing on the proposed street vacation of Rust Street.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, TO INITIATE THE PROCEDURE FOR THE VACATION OF A PORTION OF RUST STREET LYING BETWEEN MILTON AVENUE AND NORTH HARBORVIEW DRIVE.

WHEREAS, Mr. and Mrs. Richard D. Rohwer, husband and wife, desire to initiate the procedure for the vacation of the portion of Rust Street, originally created in the plat called Extension to the City of Gig Harbor, recorded in 1891 in Book 6 of Plats at Page 74 in Pierce County, Washington.

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

Section 1. A public hearing upon said street vacation shall be held in the council chambers of Gig Harbor City Hall on Monday, February 25, 2002, at 7:00 p.m., at which hearing all persons interested in said street vacation are invited to appear.

Section 2. The City Clerk is directed to post notices of the hearing in three public places and on the street to be vacated and to mail notices to all owners of any property abutting the portion of street to be vacated, pursuant to RCW 35.79.020.

PASSED this ____th day of February, 2002.

Gretchen A. Wilbert, Mayor

ATTEST:

Molly M. Towslee, City Clerk



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: EQUIPPING WELL NO. 6
- CONSULTANT SERVICES CONTRACT
- CONSTRUCTION MANAGEMENT SERVICES
DATE: FEBRUARY 11, 2002

INTRODUCTION/BACKGROUND

A 2001 budget objective in the City's water department was to complete the water supply and distribution system improvements and modifications to the existing well house. The plans and specifications for this project were designed by Gray & Osborne, Inc. Consultant services are requested for construction management services. Construction management services will include submittal review of complex mechanical and electrical controls, on-site inspection, and start up testing of these controls.

Gray & Osborne, Inc. was selected based on their firm being the principal design engineer for this project, and their expertise in water distribution systems. The scope of services includes providing technical assistance to City staff during the construction portion of the project

Authorization is requested to execute a Consultant Services Contract in the not-to-exceed amount of \$9,120.00 with Gray & Osborne, Inc., for the technical assistance for the Equipping Well No. 6 Project.

FISCAL CONSIDERATIONS

The Equipping Well No. 6 Project was identified as a 2001 Annual Budget Objective, and while the costs have exceeded the 2001 budgeted amount, adequate funds are available in the adopted 2002 Water Fund Budget.

RECOMMENDATION

I recommend that the Council move to approve and execute the Consultant Services Contract with Gray & Osborne, Inc., for Equipping Well No. 6 Project in an amount not to exceed Nine thousand one hundred twenty dollars and no cents (\$9,120.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
GRAY & OSBORNE, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Gray and Osborne, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 701 Dexter Avenue North, Suite 200, Seattle, Washington 98109 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the construction of Equipping Well No. 6 Project, and desires that the Consultant perform construction management 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, 2002, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

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 twenty dollars and no cents (\$9,120.00) 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 – Schedule of Rates and Estimated Hours**. 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 December 31, 2002; 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 one 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 negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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

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

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

VIII. Insurance

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

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

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

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in

consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Public Works Director's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The 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
Gray & Osborne, Inc.
Attn: Hiep L. Mai, P.E.
701 Dexter Avenue N, Suite 200
Seattle, WA 98109
(206) 284-0860

Stephen Misiurak, P.E.
City Engineer
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-8145

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 _____, 2002.

CONSULTANT

CITY OF GIG HARBOR

By: Thomas M Zerkel
Its Principal

By: _____
Mayor

Notices to be sent to:
CONSULTANT
Gray & Osborne, Inc.
Attn: Thomas Zerkel, P.E.
701 Dexter Avenue N., Suite 200
Seattle, Washington 98109
(206) 284-0860

Stephen Misiurak, P.E.
City Engineer
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-8145

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

EXHIBIT A
SCOPE OF SERVICES



Gray & Osborne, Inc.
CONSULTING ENGINEERS

January 28, 2002

RECEIVED
JAN 29 2002

CITY OF GIG HARBOR
PUBLIC WORKS DEPT

Mr. Steve Misiurak, P.E.
City Engineer
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335

SUBJECT: REVISED EXHIBIT A – SCOPE OF SERVICES, EQUIPPING WELL
NO. 6 CONSTRUCTION MANAGEMENT PROPOSAL
CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON
G&O #20024.29

Dear Mr. Misiurak:

We have prepared a revised proposal for construction management services for the Equipping Well No. 6 Project. This proposal will serve as Exhibit A to the City's Consultant Services Contract.

Construction Management

The services to be furnished by the Engineer under this amendment include the necessary tasks for the management of the Equipping of Well No. 6 and appurtenances. The tasks are further described as follows:

- **Resident Engineering:** Provide part-time, on-site inspection for the electrical portion of the project to ensure Contractor's conformance to the Plans and Specifications. The Resident Engineer shall not, however, be responsible for the construction means, methods, sequences, or safety precautions used in carrying out the work of the Contractor. **Please note that the projected contract hours for resident inspection are based on six visits at four hours per visit.**
- **Submittals:** Review submittals for compliance with the Plans and Specifications.



Mr. Steve Misiurak, P.E.
January 28, 2002
Page 2

- Operations and Maintenance Manuals: Review contractor's O&M manuals.
- Start-up: Assist City staff and the Contractor with the initial start-up of the booster station including on-site training.

The not-to-exceed cost for these construction management services is \$9,100.

Thank you for the opportunity to provide you with these engineering services. We realize the importance of this project and look forward to working with you and the City staff. Please call me if you have any question in this regard.

Very truly yours,

GRAY & OSBORNE, INC.

Hiep L. Mai, P.E.

HLM/ts

EXHIBIT "B"

ENGINEERING SERVICES
SCOPE AND ESTIMATED COST

CITY OF GIG HARBOR EQUIPPING WELL NO. 6

TASKS	Principal Hours	Project Mgr. Hours	Project Eng. Hours	Civil Eng. Hours	Structural Eng. Hours	Electrical Eng. Hours	Mech. Eng. Hours	Archit. Hours	Resident Engineer Hours	Resident Inspector Hours	Financial Analyst Hours	Enviro. Specialist Hours	CADD Tech. Hours	GIS Tech. Hours	PLS. Hours	Survey Crew Hours
Surveying																
Pre Design																
Process Design																
Roadway Design																
Utility Design																
Mechanical Design																
HVAC Design																
Structural Design																
Electrical Design																
Architectural Design																
Engineering Analysis			40							36						
Financial Analysis																
Ptan Review			4				12									
General Engineering Services		4														
Reports							4									
CADD Work																
Environmental Review																
Permits																
QA/QC																
Hour Estimate:	0	4	44	0	0	16	0	0	0	36	0	0	0	0	0	0
Estimated Hourly Rates:	\$45	\$35	\$30	\$26	\$34	\$33	\$30	\$24	\$35	\$28	\$28	\$22	\$22	\$23	\$32	\$55
Direct Labor Cost	\$0	\$140	\$1,320	\$0	\$0	\$528	\$0	\$0	\$0	\$1,008	\$0	\$0	\$0	\$0	\$0	\$0

Subtotal Direct Labor: \$2,996
 Indirect Costs (156%): \$4,674
 Total Labor Cost: \$7,670
 Fee (15%): \$1,150
 Subtotal Labor & Fees: \$8,820
 Direct Non-Salary Cost:
 Mileage & Expenses (Mileage @ \$0.36/mile) \$300
TOTAL ESTIMATED COST: \$9,120



City of Gig Harbor Police Dept.
3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-2236

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MITCH BARKER, CHIEF OF POLICE MB
SUBJECT: JANUARY INFORMATION FROM PD
DATE: FEBRUARY 8, 2002

The January activity statistics are attached for your review. As you will notice, we have added a category for "Secondary Officer Assists". This column shows the number of calls where more than one officer responded. In the past, all officers responding to a call listed going to a "Call for Service" whether they were the primary officer or an assisting officer. I believe the new system will give us a better picture of our activities. However, because of this change, comparisons to prior years in the "Calls for Service" category will probably be lower over the course of the year. If you have questions about this, or I can add clarification, please contact me directly.

The Reserves volunteered 131.5 hours in January. This included patrol and court transports. Additionally, Reserve Officers attended report writing training and assisted on the service of a search warrant.

The Marine Services Unit responded to 3 dispatched calls, all of which were handled from shore. Two were related to a sinking vessel at a dock and one was a domestic violence call. The boat was not in service in January. There were also 4 hours of maintenance and four hours of administrative time spent on MSU functions.

There were no bicycle patrols in January.



City of Gig Harbor Police Dept.
3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-2236

GIG HARBOR POLICE DEPARTMENT

MONTHLY ACTIVITY REPORT

January 2002

	<u>Jan</u> <u>2002</u>	<u>YTD</u> <u>2002</u>	<u>YTD</u> <u>2001</u>	<u>% chg</u>
CALLS FOR SERVICE	486	486	408	+19%
SECONDARY OFFICER ASSIST	111	111	----	N/A
CRIMINAL TRAFFIC	16	16	18	-11%
TRAFFIC INFRACTIONS	69	69	51	+35%
DUI ARRESTS	6	6	13	-54%
FELONY ARRESTS	4	4	2	+100%
WARRANT ARRESTS	3	3	5	-40%
CASE REPORTS	113	113	109	+4%
REPORTABLE VEHICLE ACCIDENTS	16	16	18	-11%



City of Gig Harbor. The "Maritime City"

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

TO: CITY COUNCILMEMBERS
FROM: MAYOR GRETCHEN WILBERT *GW*
SUBJECT: MARITIME PIER ADVISORY COMMITTEE
DATE: FEBRUARY 6, 2002

Citizens of Gig Harbor have long wished for a Maritime Pier to be located somewhere in the harbor. In order to facilitate this idea, I am proposing the formation of a Maritime Pier Advisory Committee that would enable me to propose a plan to develop such a pier. The activities of this committee will begin immediately and end with the formal proposal of a plan, but not later than June, 2002.

The following ten persons have shown an interest in serving on such an Ad Hoc Committee. Robin Paterson, Greg Lovrovich, Laureen Lund, Walt Williamson, John McMillan, Jake Bujacich, John Bare, Chris Erlich, Guy Hoppen and Lita Dawn Stanton. Guy Hoppen and Gregg Lovrovich have offered to Co-chair the committee.

Please offer these ten willing volunteers your support in their endeavor to gather information and make recommendations on the completion of a Maritime Pier.