

Gig Harbor City Council Meeting



**July 8, 2002
7:00 p.m.**

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
July 8, 2002 - 7:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of June 24, 2002.
2. Appointment to Planning Commission – Kathy Franklin.
3. WWTP Engineering Study / Plant Upgrades Consultant Services Agreement.
4. Borgen Park Demolition Project, CPP – 0203.
5. Approval of Payment of Bills for July 7, 2002.
Checks #36504 through #36649 in the amount of \$221,421.38.
6. Approval of Payroll for the month of June.
Checks #1587 through #1587 in the amount of \$201,344.27.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Jones Sewer Request.

STAFF REPORTS:

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

Council Retreat – Tuesday, August 6th, 12:00 – 5:00 pm at Murphy's Landing.

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF JUNE 24, 2002

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

CALL TO ORDER: 7:02 p.m.

PLEDGE OF ALLEGIANCE

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of June 10, 2002.
2. Correspondence:
 - a) Letter from John Ladenburg and Rev. David Alger.
 - b) Letter from DOE re: Compliance Record of Wastewater Treatment Plant.
3. Amendment to Consultant Services Contract for Design Manual Illustration – Dawn Stanton.
4. Appointment to Lodging Tax Advisory Committee.
5. Water & Sewer Rate Studies – Consultant Services Contract, Gray & Osborne.
6. Point Fosdick Median Strip Design – Consultant Services Contract, Skillings Conley.
7. Grandview Street Improvement Project – Change Order #1.
8. Grandview Street Improvement Project – Consultant Services Contract Amendment, DEA, Inc.
9. Approval of Payment of Bills for June 24, 2002.
Checks #36395 through #36503 in the amount of \$732,141.23. Check #36401 Voided.

MOTION: Move to approve the Consent Agenda as presented.
Ruffo/Picinich – unanimously approved.

OLD BUSINESS:

1. Second Reading of Ordinance – 2002 Budget Amendment. John Vodopich explained that this ordinance was for a proposed mid-year budget adjustment that would reinstate the position of Building Official/Fire Marshal, add an additional Associate Planner and an Administrative Assistant.

MOTION: Move to adopt Ordinance No. 914 as presented.
Young/Picinich – unanimously approved.

NEW BUSINESS:

1. First Reading of Ordinance – Amending Section 16.11 Allowing Condominiums Through the Binding Site Plan Process. John Vodopich, Community Development Director, explained that requests for condominium division of real property brought this ordinance forward for consideration. The ordinance was drafted by Carol Morris, City Attorney, to amend Chapter 16.11 of the Municipal Code to allow the use of condominium procedures presently allowed in

the state subdivision statute. John explained that the Planning Commission held a public hearing on May 16th and recommended approval. An amendment was recommended to remove all reference to "industrial." John described a letter from Jeanne Gagliano, asking that the scope of the permissible areas be expanded to include R-1 Residential.

Councilmember Dick voiced his support of this ordinance. He stressed that requirements for condominiums must not be more restrictive than are in place for regular development, but to make sure that all regulations currently in place are required for condominiums.

Councilmember Young agreed that the permissible areas should be expanded to include R-1 Residential, which help to achieve higher density. When asked why R-1 had not been included, Carol Morris explained that the R-1 zoning did not allow multi-family structures, and the addition of the condominium allowance would be in conflict with the current code. She added that private roads were another issue that would need to be addressed. Carol then recommended amendments to language in section 16.11.01 to allow condominiums in residentially zoned property.

There was discussion on what constitutes a condominium and how it differs from a PUD. Carol explained that the Subdivision Act, which is state law, exempts condominiums so that they don't have to follow the regular subdivision process, if you have a binding site plan and if you follow the condominium statutes. She offered to include the definition of condominiums to the ordinance for further clarification.

Dale Harrison – 10016 Bayview Road – KPN, Vaughn, Washington. Mr. Harrison, owner of Harrison Homes, requested that condominiums be allowed in the R-1 zones. He asked if there was any reason that it was excluded from R-1.

Councilmembers asked a member of the Planning Commission, Dick Allen, if he would come forward and address this question.

Dick Allen – 3602 Ross Avenue. Mr. Allen explained that the draft ordinance came to the Planning Commission did not include R-1, and they did not think to consider it.

John Vodopich explained that since amendments were being made to the ordinance, it would come back as a first reading and public hearing. He gave an overview of the amendments to be made.

2. Well 2 Pump Control Panel – Purchase Authorization. John Vodopich presented this authorization to replace the electrical control panel at Well No. 2 to increase efficiency, reliability and the life of the pump and motor. He explained that there are sufficient funds in the budget to cover the purchase.

MOTION: Move to authorize the purchase from Systems Interface, Inc.
Dick/Franich – unanimously approved.

STAFF REPORTS: None.

PUBLIC COMMENT:

John Oldham – 2117 Sullivan Drive NW. Mr. Oldham voiced his concern for the traffic congestion at Exit #12 located at the interchange of SR-16 and Wollochet Drive. He talked about the back up of vehicles and school buses, people driving on the shoulder of the road, and the road rage that occurs due to the problems at this location. He said that the Fire Department also agrees that this is a major problem. John said that he spoke to a representative from WSDOT, Steve Barnard. Mr. Barnard was unaware of any statistics on problems at that area, possibly due to a loss of computer data. John asked if any influence from the City could be given to remedy the congestion.

Councilmember Ekberg said that this problem was not unknown, suggesting that the problem could be temporarily alleviated by a 3-way stop. Councilmember Picinich asked that staff do what they could do to look into solutions.

Mark Hoppen explained that DOT has this interchange as a priority on their plan, but are waiting for funding. He added that this may appear on the ballot this fall, adding that he would discuss the problem with the City Engineer.

Mr. Oldham asked to speak on another issue. He explained that he is a member of the Maritime Gig Committee, and praised the teens who put together a kick-off dance that brought all three high schools together. He said that he was lucky to be an advisor to the group that put on the dance, in which 820 students participated. He said that the students filled the back of a truck with food for the FISH Food Bank. He asked Council to bring more activities to the area for the kids.

Councilmember Picinich said that the Maritime Gig would be funding the dance next year and praised the student's food donations.

COUNCIL COMMENTS / MAYOR'S REPORT:

Councilmember Franich thanked the Public Works Department for adding the striping on the Round a Bout.

Councilmember Young echoed this comment, and then asked Councilmembers to contact their legislators to do something about the annexation problem that had recently been discussed at the AWC Conference.

Consideration to Establish as Sister City Program.

Mayor Wilbert gave a brief overview of the information in the packet regarding the formation of a Sister City program with Takuma, Japan. Councilmembers Frank Ruffo and John Picinich both volunteered to represent the city on a formation committee.

Mayor Wilbert then discussed the sinking boat in the harbor that had been moved to the city dock. She said that the boat had capsized and has begun to smell. She said that now that the boat

is in the city's jurisdiction, action could be taken, adding that this has become a tremendous problem all over Puget Sound.

Councilmember Owel asked to reconsider the date of the Council Retreat to move it to the first week in August. Councilmembers discussed their availability and decided upon August 6th.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Council Retreat – changed to Tuesday, August 6, 2002, 12:00 to 5:00 p.m. at Murphy's Landing.
2. The Cities and Towns Forum in University Place scheduled for September 11th has been cancelled.

ADJOURN:

MOTION: Move to adjourn at 8:05 p.m.
Young/Ekberg - unanimously approved.

Cassette recorder utilized:
Tape 656 Side B 000 – end.
Tape 657 Side A 000 – 300.

Gretchen A. Wilbert, Mayor

City Clerk



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: APPOINTMENT TO THE PLANNING COMMISSION
DATE: JULY 2, 2002

INFORMATION/BACKGROUND

An opportunity to participate as a member of the Gig Harbor Planning Commission appeared with the regrettable resignation of long-time member, Kae Paterson. The required announcement requesting letters of application by interested persons to fill the remaining year in a six-year term was published in the Peninsula Gateway. I received one letter of interest during the application period from Kathy Franklin.

RECOMMENDATION

I am requesting a council motion for the appointment of Kathy Franklin to fill the unexpired term of Kae Paterson to the Gig Harbor Planning Commission.



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: WASTEWATER TREATMENT PLANT ENGINEERING STUDY
- CONSULTANT SERVICES CONTRACT - COSMOPOLITAN
ENGINEERING GROUP
DATE: JULY 8, 2002

INTRODUCTION/BACKGROUND

An identified Sewer Objective in the 2002 budget is to complete a Wastewater Treatment Plant Capacity and Improvement Study. This study will be used by the city in the evaluation, planning and budgeting for the future Wastewater Treatment Plant improvements which will be summarized in an engineering report to be submitted to the Washington state Department of Ecology for approval prior to the design of plant improvements.

The scope of services provides for the evaluation of existing plant processes and plant components with the development of alternatives to meet long-range future treatment plant needs and provide a higher plant operating efficiency. A final report will be compiled, summarizing the recommended alternatives. Based on several telephone interviews, meeting, and extensive knowledge of treatment plant processes, Cosmopolitan Engineering Group was the firm selected to do the work.

The Consultant Services Contract is the standard city form approved by the City Attorney.

FISCAL CONSIDERATIONS

This work was anticipated in the approved 2002 Budget. The contract amount is less than the budgeted allocation of \$60,000, as identified in the Sewer Operating Fund.

RECOMMENDATION

I recommend that the Council authorize the execution of the Consultant Services Contract with Cosmopolitan Engineering Group in the total amount not-to-exceed Fifty six thousand three hundred dollars and no cents (\$56,300.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
COSMOPOLITAN ENGINEERING GROUP**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Cosmopolitan Engineering Group, a corporation organized under the laws of the State of Washington, located and doing business 117 South 8th Street, Tacoma, Washington 98402 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the engineering services for the Wastewater Treatment Plant Capacity and Improvement Study, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated June 27, 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:

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Fifty-six thousand three hundred dollars and no cents (\$56,300.00) 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 consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

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

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

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in

connection with the Consultant's own work including the work of the Consultant's agents, representatives, employees, sub-consultants or sub-contractors.

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

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

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

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

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

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

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in

the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

CONSULTANT
William P. Fox, P.E.
Cosmopolitan Engineering Group
117 South 8th Street
Tacoma, Washington 98402
(253) 272-7220

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 _____, 200__.

CONSULTANT
By: William P. Fox
Its Principal

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:
CONSULTANT
William P. Fox, P.E.
Cosmopolitan Engineering Group
117 South 8th Street
Tacoma, Washington 98402
(253) 272-7220

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 Pierce)

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

Dated: 7/2/02



Molly M. Towslee

Molly M. Towslee

(print or type name)

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

Org Harbor

My Commission expires: 12/2/03

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: _____



ENGINEERING G R O U P

Civil, Environmental,
and Recreational
Consulting

8th & Pacific
117 South 8th Street
Tacoma, WA 98402
(253) 272-7220
Fax: (253) 272-7250

June 27, 2002

Mr. Steve Misiurak, P.E.

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

Re: Wastewater Treatment Plant Capacity and Improvement Study Proposal for
Engineering Services
Project #GIG008

Dear Mr. Misiurak:

We have prepared the attached scope of services and fee estimate for engineering services to support the City in completion of the Gig Harbor Wastewater treatment Plant Capacity and Improvement Study. This study is intended for the use of the City of Gig Harbor in their evaluation, planning and budgeting for the anticipated Gig Harbor Wastewater Treatment Plant (WWTP) improvements.

The study of the Gig Harbor WWTP processes and components, as listed below, will be conducted in accordance with the following general guidelines:

- Existing processes and plant components will be evaluated for capacity through each step with development of alternatives to meet long range treatment needs and energy and operating efficiency potential.
- Alternatives analyzed for each process listed in the Scope, including the narrowing of the range of alternatives for each process, will include input from City engineering, WWTP operations staff and the consultant.
- All recommended alternatives will be evaluated with consideration for future capacity requirements. All recommended improvements will be sized to meet, or be a phase in the progression to meet, future plant capacity and treatment needs.
- Final recommendations will follow analysis of viable alternatives and will be made with concurrence of City engineering and WWTP operations staff.
- Existing equipment, infrastructure and tankage will be utilized in the recommended improvements where possible and cost effective.

TASK 100 – PROJECT MANAGEMENT/COORDINATION

This task will consist of performing contract administration activities, maintaining project controls, and providing QA/QC for deliverable products. Work will include providing administration and coordination of work associated with this Scope including invoices, budget and schedule submittals, and contract-related issues. Specific work items outlined for this task include:

1. Administering contracts executed under this Scope.
2. Keeping the City informed regarding Scope, budget, and schedule for each task during the course of the work.
3. Three meetings with City engineer and WWTP operations staff to review alternatives and clarify goals.

TASK 200 – WWTP PROCESS AND COMPONENT EVALUATION

200.1: Headworks – Evaluation of influent fine screening, grit removal, flow measurement, and flow proportional sampling. Alternatives will evaluate the feasibility of a new headworks structure located for continual use in future plant expansions.

200.2: Odor Control – Evaluate the application of odor control to the headworks area and sludge handling process.

200.3: Plant Hydraulics – Analyze plant flow, determine hydraulic grade line and review flow splitting through secondary process (to/from/through aeration basins and clarifiers).

200.4: Activated Sludge Treatment Process – Evaluation of plant aeration (diffusers, blowers/blower speed control, airflow control, dissolved oxygen control system and energy efficiency), flow configuration and process control including filamentous and foam control and possible nitrification and denitrification.

200.5: Clarification and Return and Waste Sludge Pumping – Evaluation of condition and capacity of clarifiers, pumping control, including use of variable speed drives on pumps. Review pump and piping freeze protection.

200.6: Sludge/Biosolids Handling/Stabilization – Review tankage configuration, flowpath, modifications to existing tanks, mixing and aeration. Look at stabilization in accordance with 40 CFR Part 503 to meet requirements of Class B biosolids and include two alternatives for Class A biosolids. Analyze sludge thickening, piping and the layout of sludge handling components on site.

200.7: Disinfection – Evaluation of dechlorination process and continued use of chlorine gas compared with conversion to UV disinfection.

200.8: Effluent Pumping – Evaluate condition of existing pumps and controls plus potential for capacity increase by adding additional pumps. This will be done with consideration of requirements for pumping through the new outfall extension.



200.9: Electrical and Instrumentation -- Determine condition of existing electrical and controls, emergency generator and process monitoring, control and alarm needs.

TASK 300 – REPORT PREPARATION AND PRINTING

300.1: Each component of the Scope shall be submitted to the City for review and comment in the form of a Technical Memorandum.

300.2: A final report will be compiled, based upon the technical memorandum and subsequent decisions, and given to the City for review, acceptance and verification of the implementation schedule.

300.3: An Engineering Report, in accordance with the requirements of WAC173-240-060, will be prepared for submittal to the Washington State Department of Ecology for approval, in accordance to the final report.

TASK 400 – PILOT PLANT WORK

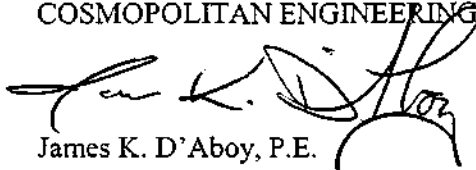
In order to evaluate alternative sludge handling technology (Task 200.6 above), a budget is established to pay for the manufacturer's fees for bringing in, setting up and testing the pilot facility for the technology being evaluated.

COMPENSATION

The fee for our services as outlined in the attached scope of work and will not exceed \$56,300, unless otherwise authorized by the City. Thank you for allowing Cosmopolitan Engineering Group and H. R. Esvelt Engineering to submit this study proposal. Please call us if we can answer any questions.

Very truly yours,

COSMOPOLITAN ENGINEERING GROUP, INC.



James K. D'Aboy, P.E.
President and Client Contact

JKD:jmc

Enclosures



**Attachment
City of Gig Harbor
WWTP Capacity & Improvement Study
BUDGET**

Task # / Description	Personnel: Hourly Rate:	Principal \$110.00	Process (HRE) \$100.00	Prj. Engr \$90.00	Engr \$60.00	CADD \$40.00	WP \$40.00	Totals
100 Project Management	Total Hrs:	22	0	16	0	0	0	38
Total Project Management		\$2,420.00	\$0.00	\$1,440.00	\$0.00	\$0.00	\$0.00	\$3,860.00
200 WWTP Process & Component Evaluation	Total Hrs:	0	170	100	30	42	0	342
200.1 Headworks		0	24	16	0	8	0	48
200.2 Plant hydraulics		0	30	20	0	8	0	58
200.3 Activated sludge process		0	36	24	0	6	0	66
200.4 Clarification and sludge pumping		0	16	8	4	4	0	32
200.5 Sludge/biosolids handling/stablize		0	36	12	10	10	0	68
200.6 Disinfection		0	12	8	8	6	0	34
200.7 Effluent pumping		0	8	8	8	0	0	24
200.8 Electrical/instrumentation		0	8	4	0	0	0	12
Total WWTP Process & Component Evaluation		\$0.00	\$17,000.00	\$9,000.00	\$1,800.00	\$1,680.00	\$0.00	\$29,480.00
300 Report Preparation & Printing	Total Hrs:	18	22	16	12	10	90	168
300.1 Technical Memorandum		8	0	0	0	0	30	38
300.2 Final Report from Tech Memos		2	6	6	4	0	30	48
300.3 Engineering Report Preparation		8	16	10	8	10	30	82
Total Report Preparation & Printing		\$1,980.00	\$2,200.00	\$1,440.00	\$720.00	\$400.00	\$3,600.00	\$10,340.00
400 Pilot Plant Work	Total Hrs:	0	2	0	4	0	0	6
Total Pilot Plant Work		\$0.00	\$200.00	\$0.00	\$240.00	\$0.00	\$0.00	\$440.00
Expenses								
Electrical Engineer w/10% markup							\$9,800.00	
Expenses							\$1,200.00	
Fees for manufacturer's pilot units w/10% markup							\$1,100.00	
Total Expenses								\$12,100.00

TOTAL CONTRACT AMOUNT \$56,300.00

Date: June 27, 2002

By: JKD/HRE

Approved: _____



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: STEPHEN MISIURAK, P.E.
CITY ENGINEER
SUBJECT: BORGEN PARK DEMOLITION PROJECT, CPP - 0203
- PROJECT AWARD
DATE: JULY 8, 2002

INTRODUCTION/BACKGROUND

A budgeted objective from last year's 2001 General Parks Fund was to provide for the demolition of the Borgen building, regrading of the site, and the planting of a lawn area. Demolition was not carried out in 2001 due to incomplete final plans and specifications.

The City recently contacted ten contractors listed in the small works rooster and requested a quotation for the above mentioned work. Two proposals were returned to the city with A&J Development being the lower of the two received proposals.

The A&J Development proposal is in the amount of Eighty-one thousand one hundred twenty-nine dollars and five cents (\$81,129.05), inclusive of State of Washington sales tax.

ISSUES/FISCAL IMPACT

The lowest responsive proposal is well below the City Engineer's estimate of \$102,976.06. This project was identified as an objective in the 2001 General Park Fund and was carried over into the 2002 General Park Fund Budget.

RECOMMENDATION

I recommend that the Council authorize the award and execution of the contract for the Borgen Park Demolition Project (CPP-0203) to A&J Development as the lowest responsive respondent for a quotation proposal in the amount of Eighty-one thousand one hundred twenty-nine thousand and five cents (\$81,129.05).



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: JONES SEWER REQUEST
DATE: JULY 2, 2002

INFORMATION/BACKGROUND

Mr. Robert Jones is requesting outside extension of city sewer to his parcel just north of the Texaco Station on the other side of the Purdy Bridge. The sewer request is for existing uses. Three residential sewer connections and two commercial retail connections are requested for three cottages, the "Pet Place" and the "Gotcha Pan." This area within the City of Gig Harbor Urban Growth Area is generally connected to city sewer and lies within the Peninsula School District latecomers area.

POLICY CONSIDERATIONS

The uses identified for connection are consistent with the city's pre-annexation zoning map which prescribes WC zoning criteria for the area. Consequently, the proposed contract binds the property to WC zoning criteria.

FISCAL CONSIDERATIONS

The capacity commitment payment for a three-year commitment is \$2542.50 (5 ERUs x 15% x \$3390). The remainder of the connection fees will be paid per connection on a pro-rated basis at the fee in effect at the time of connection. Latecomers fees paid **in addition** to the connection fees on a per connection basis will total \$13,211.30 if five connections are realized within the three year period. Any of the five connections that are not completed within three years will be unavailable and any remaining capacity commitment payment will be forfeit.

RECOMMENDATION

Staff recommends approval of the contract as presented.

**UTILITY EXTENSION, CAPACITY AGREEMENT
AND AGREEMENT WAIVING RIGHT TO PROTEST LID**

THIS AGREEMENT is entered into on this ____ day of _____, 2002, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and Robert Jones, hereinafter referred to as "the Owner".

WHEREAS, the Owner is the owner of certain real property located in Pierce County which is legally described as set forth in Exhibit 'A' attached hereto and incorporated herein by this reference as though set forth in full, and

WHEREAS, the Owner's property is not currently within the City limits of the City, and

WHEREAS, the Owner desires to connect to the City water and sewer utility system, hereinafter referred to as "the utility," and is willing to allow connection only upon certain terms and conditions in accordance with Title 13 of the Gig Harbor Municipal code, as now enacted or hereinafter amended, NOW, THEREFORE,

FOR AND IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties agree as follows:

1. **Warranty of Title.** The Owner warrants that he/she is the Owner of the property described in Exhibit 'A' and is authorized to enter into this Agreement.

2. **Extension Authorized.** The City hereby authorizes the Owner to extend service to Owner's property from the existing utility line on SR-302 at the following location:

**6702 Tyee Drive NW
6704 Tyee Drive NW
6706 Tyee Drive NW
6708 Tyee Drive NW**

On property identified in Exhibit 'A'

3. **Costs.** Owner will pay all costs of designing, engineering and constructing the extension. All construction shall be done to City standards and according to plans approved by the City's Public Works Director. Any and all costs incurred by the City in reviewing plans and in inspecting construction shall be paid for by the Owner.

4. **Sewer Capacity Commitment.** The City agrees to provide to the Owner sewer utility service and hereby reserves to the Owner the right to discharge to the City's sewerage system 5 ERUs per day

average flow; provided however, that the City retains the authority to temporarily suspend such capacity where necessary to protect public health and safety, or where required to comply with the City's NPDES permit, or any other permits required by any agency with jurisdiction. These capacity rights are allocated only to the Owner's system as herein described. Any addition to this system must first be approved by the City. Capacity rights acquired by the Owner pursuant to this agreement shall not constitute ownership by the Owner of any facilities comprising the City sewerage system. The City agrees to reserve to the Owner this capacity for a period of 36 months ending on July 9, 2005, provided this agreement is signed and payment for sewer capacity is commitment received within 45 days after City Council approval of extending sewer capacity to the Owner's property. Sewer capacity shall not be committed beyond a three-year period.

5. Capacity Commitment Payment. The Owner agrees to pay the City the sum of \$ 2542.50. to reserve the above specified time in accordance with the schedule set forth below.

Commitment period	Percent (%) of Connection Fee
Three years	Fifteen percent (15%)

In no event, however, shall the Owner pay the City less than five hundred dollars (\$500) for commitment for sewer reserve capacity. In the event the Owner has not made connection to the City's utility system by the date set forth above, such capacity commitment shall expire and the Owner shall forfeit one hundred percent (100%) of this capacity commitment payment to cover the City's administrative and related expenses.

In the event the Pierce County Boundary Review Board should not approve extension of the City's sewer system prior to the extension of the commitment period, the Owner shall be entitled to a full refund (without interest) from the City of the capacity agreement.

6. Extension of Commitment Period. In the event the Owner chooses to permanently reserve sewer capacity by paying the entire connection fee for the number of equivalent residential units desired to be reserved before the expiration date set forth above, the Owner shall be responsible for paying each year for the sewer utility system's depreciation based on the following formula: (Owner's reserved capacity divided by the total plant capacity times the annual budgeted depreciation of the sewer facilities.)

7. Permits - Easements. Owner shall secure and obtain, at Owner's sole cost and expense any necessary permits, easements and licenses to construct the extension, including, but not limited to, all necessary easements, excavation permits, street use permits, or other permits required by state, county and city governmental departments including the Pierce County Public Works Department, Pierce County Environmental Health Department, State Department of Ecology, Pierce County Boundary Review Board, and City of Gig Harbor Public Works Department.

8. Turn Over of Capital Facilities. If the extension of utility service to Owner's property involves the construction of water or sewer main lines, pump stations, wells, and/or other city required capital facilities, the Owner agrees if required by the city to turn over and dedicate such facilities to the City,

at no cost, upon the completion of construction and approval and acceptance of the same by the City. As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:

- A. As built plans or drawings in a form acceptable to the City Public Works Department;
- B. Any necessary easements, permits or licenses for the continued operation, maintenance, repair or reconstruction of such facilities by the City, in a form approved by the City Attorney;
- C. A bill of sale in a form approved by the City Attorney; and
- D. A bond or other suitable security in a form approved by the City Attorney and in an amount approved by the City Public Works Director, ensuring that the facilities will remain free from defects in workmanship and materials for a period of 2 year(s).

9. **Connection Charges.** The Owner agrees to pay the connection charges, in addition to any costs of construction as a condition of connecting to the City utility system at the rate schedules applicable at the time the Owner requests to actually connect his property to the system. Any commitment payment that has not been forfeited shall be applied to the City's connection charges. Should the Owner not initially connect 100% of the Sewer Capacity Commitment, the Capacity Commitment payment shall be credited on a pro-rated percentage basis to the connection charges as they are levied.

10. **Service Charges.** In addition to the charges for connection, the Owner agrees to pay for utility service rendered according to the rates for services applicable to properties outside the city limits as such rates exist, which is presently at 150% the rate charged to customers inside city limits, or as they may be hereafter amended or modified.

11. **Land Use.** The Owner agrees that any development or redevelopment of the property described on Exhibit 'A' shall meet the following conditions after execution of Agreement:

- A. The use of the property will be restricted to uses allowed in the following City zoning district at the time of development or redevelopment: WC
- B. The development or redevelopment of the property shall comply with all requirements of the City Comprehensive Land Use Plan, Zoning Code, Design Review Guidelines, Building Regulations, and City Public Works Standards for similar zoned development or redevelopment in effect in the City at the time of such development or redevelopment. The intent of this section is that future annexation of the property to the City of Gig Harbor shall result in a development which does conform to City standards.

12. **Liens.** The Owner understands and agrees that delinquent payments under this agreement

shall constitute a lien upon the above-described property. If the extension is for sewer service, the lien shall be as provided in RCW 35.67.200, and shall be enforced in accordance with RCW 35.67.220 through RCW 35.67.280, all as now enacted or hereafter amended. If the extension is for water service, the lien shall be as provided in RCW 35.21.290 and enforced as provided in RCW 35.21.300, all as currently enacted or hereafter amended.

13. **Termination for Non-Compliance.** In the event Owner fails to comply with any term or condition of this Agreement, the City shall have the right to terminate utility service to the Owner's property in addition to any other remedies available to it.

14. **Waiver of Right to Protest LID.** Owner acknowledges that the entire property legally described in Exhibit 'A' would be specially benefited by the following improvements (specify):

None

Owner agrees to sign a petition for the formation of an LID or ULID for the specified improvements at such time as one is circulated and Owner hereby appoints the Mayor of the City as his attorney-in-fact to sign such a petition in the event Owner fails or refuses to do so.

With full understanding of Owner's right to protest formation of an LID or ULID to construct such improvements pursuant to RCW 35.43.180, Owner agrees to participate in any such LID or ULID and to waive his right to protest formation of the same. Owner shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to appeal the decision of the City Council affirming the final assessment roll to the superior court. Notwithstanding any other provisions of this Agreement, this waiver of the right to protest shall only be valid for a period of ten (10) years from the date this Agreement is signed by the Owner.

15. **Specific Enforcement.** In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by a court of competent jurisdiction.

16. **Covenant.** This agreement shall be recorded with the Pierce County Auditor and shall constitute a covenant running with the land described on Exhibit 'A', and shall be binding on the Owner, his/her heirs, successors and assigns. All costs of recording this Agreement with the Pierce County Auditor shall be borne by the Owner.

17. **Attorney's Fees.** In any suit or action seeking to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other remedy provided by law or this agreement.

18. **Severability.** If any provision of this Agreement or its application to any circumstance is held invalid, the remainder of the Agreement or the application to other circumstances shall not be affected.

DATED this _____ day of _____, 2002.

CITY OF GIG HARBOR

Mayor Gretchen Wilbert

OWNER

Name: Robert Jones
Title:

ATTEST/AUTHENTICATED:

City Clerk, Molly Towslee

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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 and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signature

NOTARY PUBLIC 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 persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the Mayor of the City of Gig Harbor, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signature

NOTARY PUBLIC for the State
of Washington, residing at

My commission expires: _____

EXHIBIT 'A'

PARCEL B (PIERCE COUNTY PROPERTY) R 01 22 24 2 008

BEGINNING AT A POINT IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION TWENTY-FOUR (24), TOWNSHIP TWENTY-TWO (22) NORTH, RANGE ONE (1) EAST OF THE WILLAMETTE MERIDIAN ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE EASTERLY PURDY BRIDGE APPROACH AND ITS INTERSECTION WITH THE GOVERNMENT MEANDER LINE; THENCE NORTH 41° 45' WEST A DISTANCE OF 86.00 FEET; THENCE NORTH 49° 39' EAST A DISTANCE OF 195.60 FEET; THENCE SOUTH 21° 11' EAST A DISTANCE OF 120.71 FEET; THENCE SOUTH 59° 59' WEST A DISTANCE OF 156.50 FEET TO POINT OF BEGINNING.

BEGINNING AT A POINT IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 22 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE EASTERLY PURDY BRIDGE APPROACH AND ITS INTERSECTION WITH THE GOVERNMENT MEANDER LINE; THENCE NORTH 41° 45' WEST A DISTANCE OF 86.00 FEET TO TRUE POINT OF BEGINNING; THENCE NORTH 41° 45' WEST A DISTANCE OF 137.70 FEET; THENCE NORTH 84° 19' EAST A DISTANCE OF 242.03; THENCE SOUTH 49° 39' WEST A DISTANCE OF 195.60 FEET TO POINT OF BEGINNING.

ALL OF THAT PART IN THE SOUTHWEST QUARTER OF NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 22 NORTH, RANGE 1 EAST OF WILLAMETTE MERIDIAN LYING WEST OF THE ROSEDALE PURDY COUNTY ROAD AND SOUTH OF THE PURDY BRIDGE APPROACH AND EAST OF THE GOVERNMENT MEANDER LINE. BEGINNING AT A POINT 102.5 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 22 NORTH, RANGE 1 EAST OF WILLAMETTE MERIDIAN, THENCE SOUTH 12° 15' WEST A DISTANCE OF 160 FEET, MORE OR LESS, TO THE NORTH LINE OF THE TYEE ROAD RIGHT-OF-WAY; THENCE NORTH 84° 19' EAST ALONG SAID ROAD RIGHT-OF-WAY A DISTANCE OF 61.5 FEET TO STATE HIGHWAY NO. 14 RIGHT-OF-WAY; THENCE IN A NORTHERLY DIRECTION ALONG THE WEST LINE OF SAID HIGHWAY RIGHT-OF-WAY TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE WESTERLY ALONG SAID LINE TO POINT OF BEGINNING.

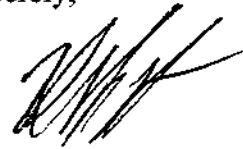
BEGINNING AT A POINT IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 22 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE EASTERLY PURDY BRIDGE APPROACH AND ITS INTERSECTION WITH THE GOVERNMENT MEANDER LINE, THENCE NORTH 59° 59' EAST ALONG THE RIGHT-OF-WAY LINE A DISTANCE OF 156.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 21° 11' WEST A DISTANCE OF 120.71 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF TYEE ROAD; THENCE IN AN EASTERLY DIRECTION ALONG SAID RIGHT-OF-WAY LINE TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID BRIDGE APPROACH; THENCE IN A SOUTHWESTERLY DIRECTION ALONG SAID RIGHT-OF-WAY.

June 28, 2002

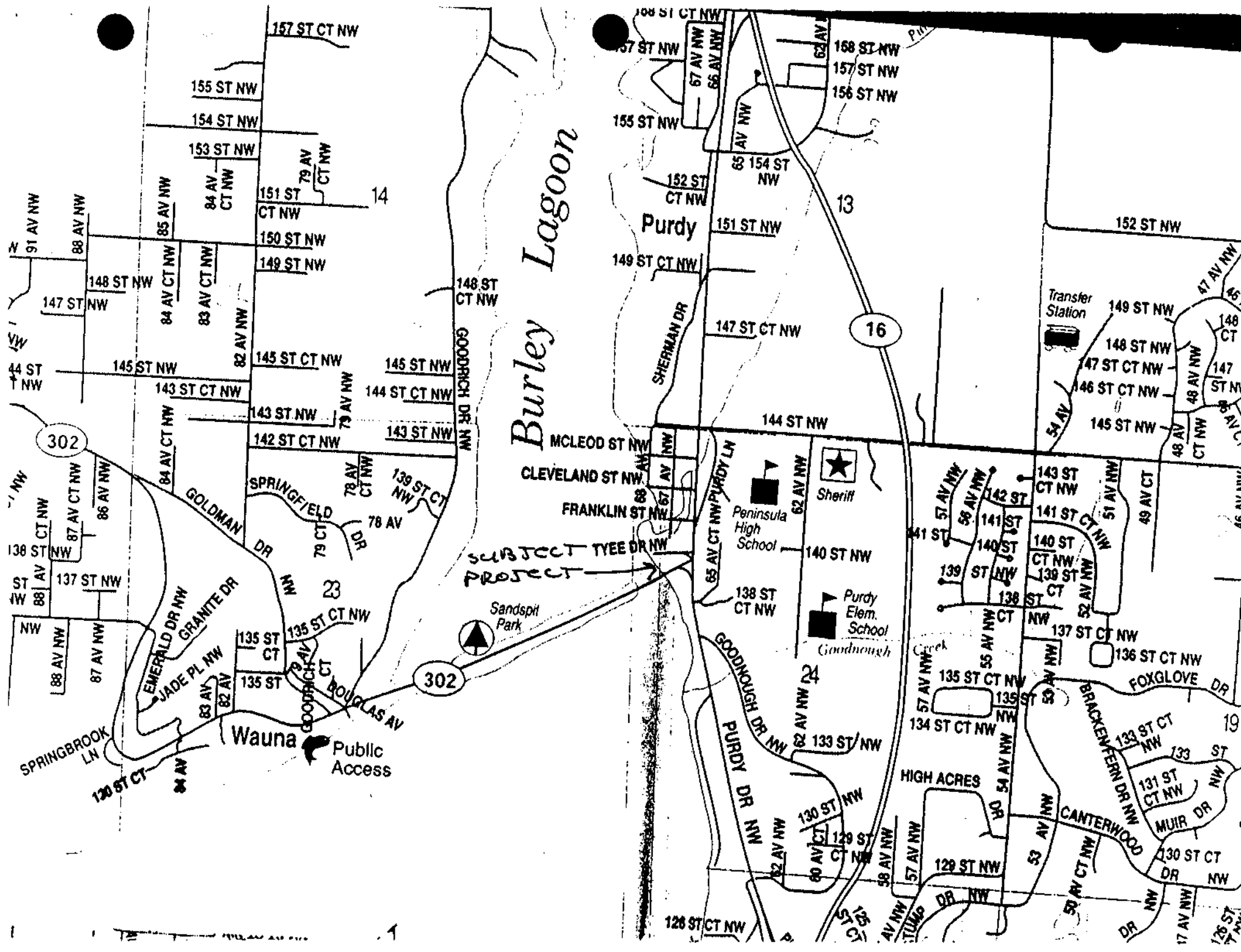
To Gig Harbor City Council,

This letter is to request permission for my property located at Hwy 302 and the Purdy Bridge be connected to the Gig Harbor sewer system. I would need hookups for five buildings, three of which are private residences because the present septic systems on two of the residences are showing signs of failure. Thank you for this consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert Jones', written in a cursive style.

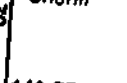
Robert Jones
P.O. Box 2732
Gig Harbor, Wa 98335
253-222-3471



Burley Lagoon

Purdy

SUBJECT TREE DR NW
PROJECT



Wauna

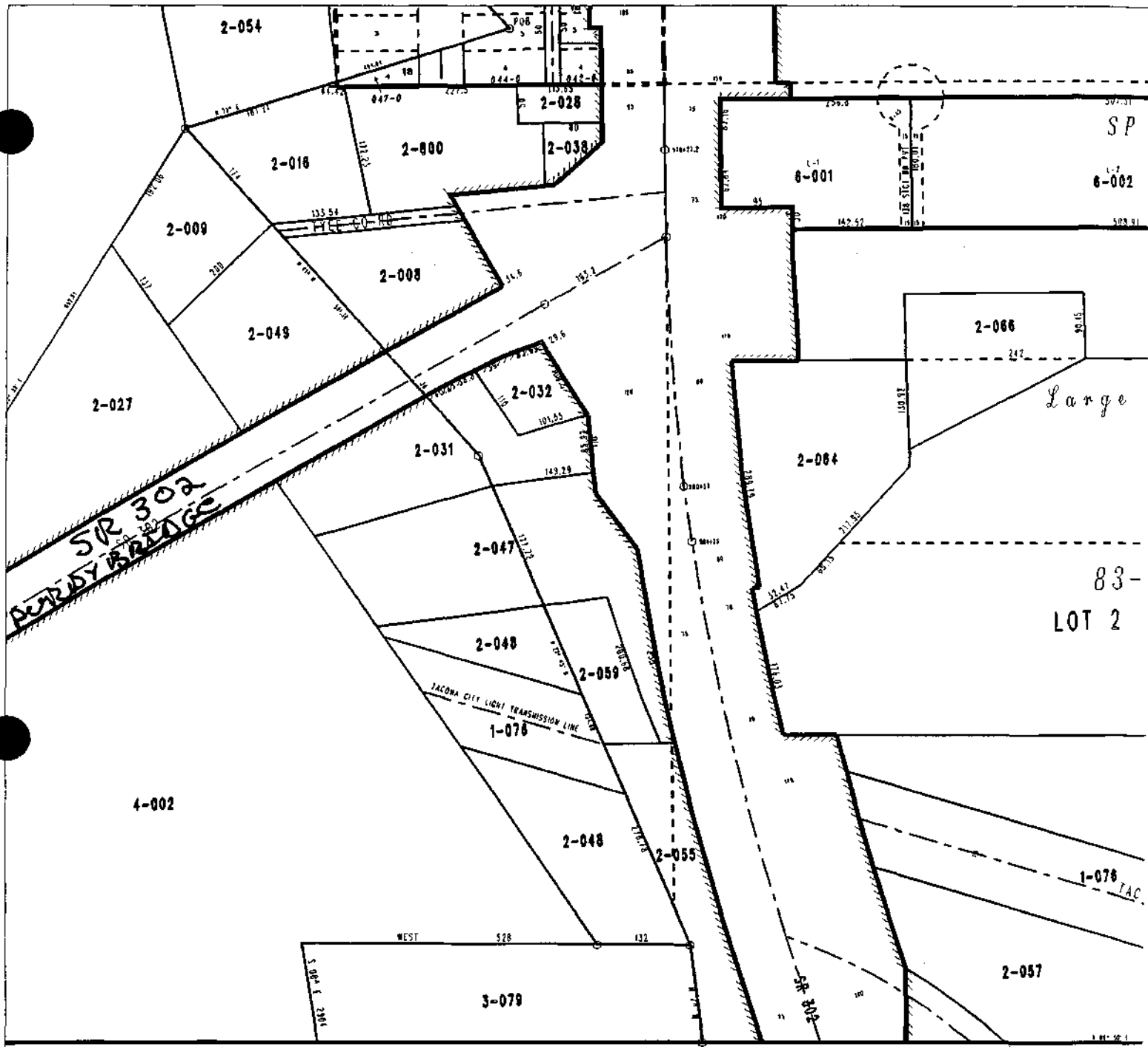
Public Access

302

302

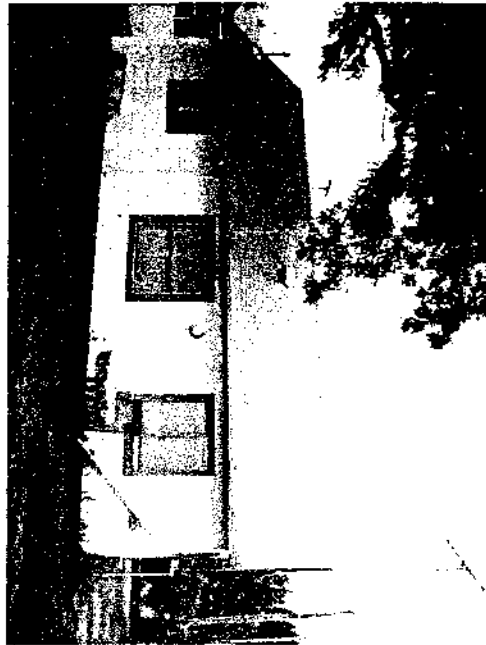
16

19

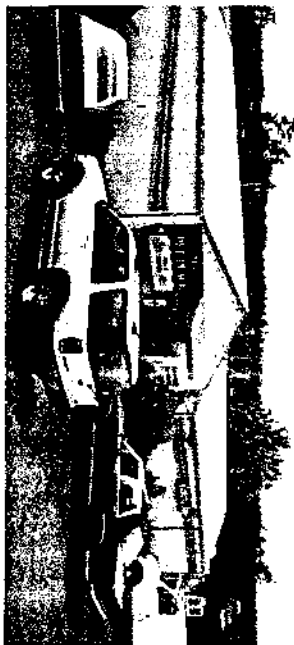




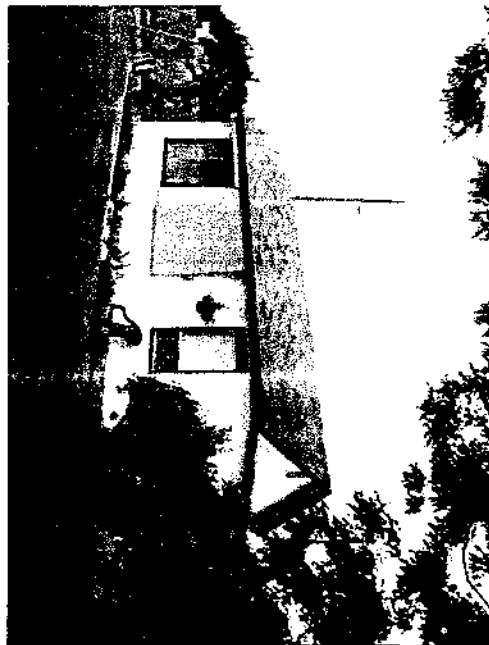
2



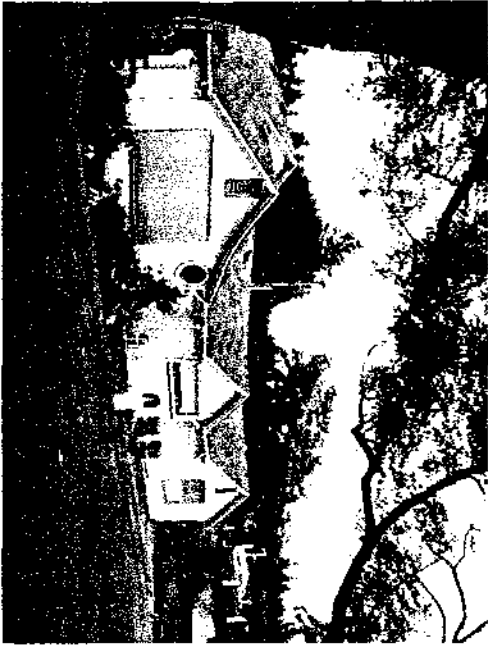
House # 2



2 + # 67



House # 1

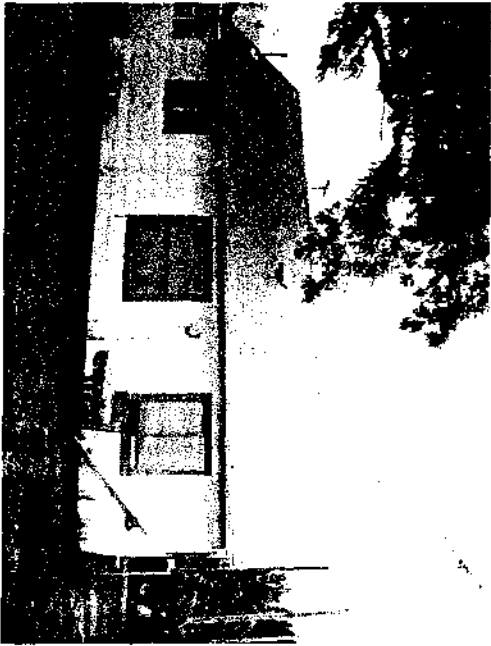


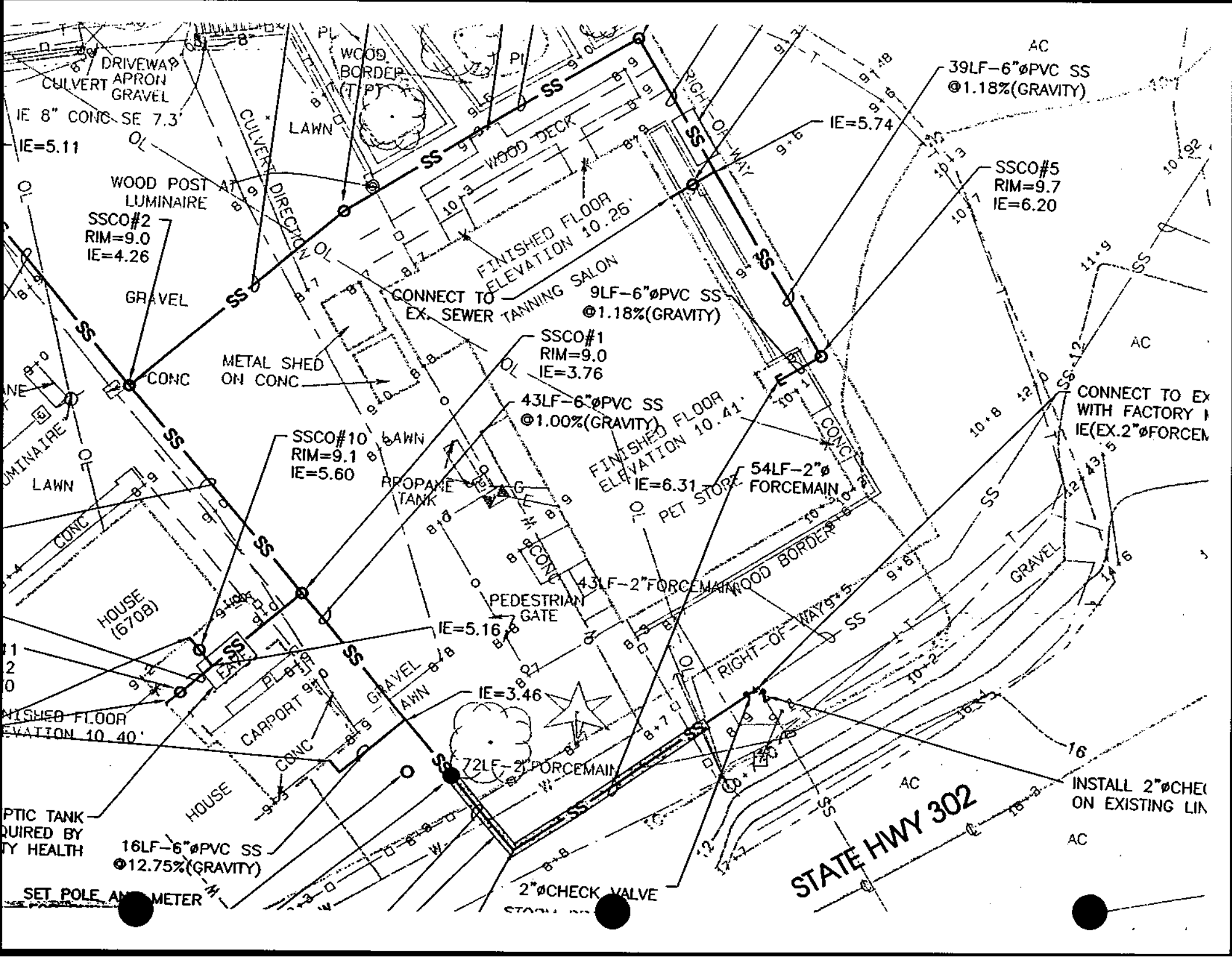
House # 3



+

67





DRIVEWAY
CULVERT APRON
GRAVEL
IE 8" CONC. SE 7.3'
IE=5.11

AC
39LF-6"ØPVC SS
@1.18%(GRAVITY)

WOOD POST AT
LUMINAIRE
SSCO#2
RIM=9.0
IE=4.26

SSCO#5
RIM=9.7
IE=6.20

CONNECT TO
EX. SEWER TANNING SALON
9LF-6"ØPVC SS
@1.18%(GRAVITY)

METAL SHED
ON CONC

SSCO#1
RIM=9.0
IE=3.76

43LF-6"ØPVC SS
@1.00%(GRAVITY)

CONNECT TO EX
WITH FACTORY
IE(EX.2"ØFORCEM)

SSCO#10
RIM=9.1
IE=5.60

FINISHED FLOOR
ELEVATION 10.41
IE=6.31

54LF-2"Ø
FORCEMAIN

PROPAANE
TANK

PET STORE

43LF-2"ØFORCEMAIN

PEDESTRIAN
GATE
IE=5.16

HOUSE
(6708)

IE=3.46

72LF-2"ØFORCEMAIN

FINISHED FLOOR
ELEVATION 10.40

CARPORIT

PTIC TANK
QUIRED BY
TY HEALTH

16LF-6"ØPVC SS
@12.75%(GRAVITY)

SET POLE AND METER

2"ØCHECK VALVE

STATE HWY 302

INSTALL 2"ØCHEK
ON EXISTING LIN

AC

Chapter 17.50

WATERFRONT COMMERCIAL (WC)

Sections:

- 17.50.010 Intent.
- 17.50.020 Permitted uses.
- 17.50.030 Conditional uses.
- 17.50.040 Development standards.
- 17.50.050 Site plans.
- 17.50.060 Maximum height of structures.
- 17.50.070 Parking and loading facilities.
- 17.50.080 Signs.
- 17.50.090 Performance standards.

17.50.010 Intent.

It is the intent of the waterfront commercial district to provide a wide range of uses and activities on the shorelines of Gig Harbor located within the area proximate to the downtown business district. Development should be water-oriented and maintain the scale of existing structures. Highest priority will be accorded to those uses that are water-dependent. Other uses that provide a high degree of physical access to the waterfront have the next priority. Those activities that are not water-dependent but maintain or enhance views and the character of the area may also be permitted. (Ord. 573 § 2, 1990).

17.50.020 Permitted uses.

The following uses are permitted in a waterfront commercial district:

- A. Marinas and boat launch facilities;
- B. Piers, docks, wharfs and associated buildings;
- C. Boat repair and sales facilities;
- D. Marine-related sales and offices;
- E. Delicatessens;
- F. Public park and access facilities;
- G. Yacht clubs;
- H. Wholesale and retail sales of fisheries products for human consumption;
- I. Restaurants, taverns and lounges;
- J. Professional offices;
- K. Residential, up to a fourplex;
- L. General retail sales. (Ord. 598 § 3, 1991; Ord. 573 § 2, 1990).

17.50.030 Conditional uses.

Subject to the requirements, standards and procedures for conditional uses set forth in Chapter 17.64 GHMC, the following uses may be permitted in a waterfront commercial district:

- A. Guest accommodations;
- B. Public facilities;

- C. Parking lots for related shoreline uses;
- D. Processing of fisheries products for off-premises human consumption;
- E. Boat construction. (Ord. 598 § 3, 1991; Ord. 573 § 2, 1990).

17.50.040 Development standards.

In a waterfront commercial district, the minimum development requirements are as follows:

	Single-Family Dwelling	Attached up to 4 units	Non-residential
A. Minimum lot area (sq. ft.) ¹	6,000	6,000/unit	15,000
B. Minimum lot width	50'	100'	100'
C. Minimum front yard ²	20'	20'	20'
D. Minimum side yard	8'	10'	10'
E. Minimum rear yard	25'	25'	25'
F. Minimum yard abutting tidelands	0'	0'	0'
G. Maximum site impervious coverage	50%	55%	70%
H. Maximum density	3.5 dwelling units per acre		

¹An undersized lot shall qualify as a building site if such lot is a lot of record at the time this chapter became effective.

²In the case of a corner lot, the owner of such lot may elect any property line abutting on a street as the front property line, provided such choice does not impair corner vision clearance for vehicles and shall not be detrimental to adjacent properties as determined by the planning and public works directors.

I. 1. Maximum impervious lot coverage may be increased up to a maximum of 80 percent upon execution of a written agreement with the city and the property owner, and provided further, that the agreement is filed with the county auditor as a covenant with the land, when the development provides for waterview opportunities and/or waterfront access opportunities in conjunction with commercial uses, as follows:

Maximum Imp. Coverage	Number of Waterview/Access Opportunities
a. 50/55/70	0
b. +10%	1
c. +10%	2
d. +10%	3

2. Waterview/Harbor Access Opportunities.

a. Waterview opportunity, by means of public view corridors measuring 20 frontage feet along the street or 20 percent of the total waterfront frontage of the parcel, whichever is greater. View corridors shall be from public rights-of-way. Parking shall not be allowed in view corridors. Fences or railings shall not be allowed in view corridors except where required by the city building code. Shrubbery in view corridors shall not exceed a height of three feet and trees shall have no branches lower than 10 feet above the level of the frontage sidewalk. A waiver on tree branch height may be

17.50.050

granted by the city council for a defined growth period.

b. Waterview opportunity, by means of a five-foot-wide public pathway along the property perimeter down one side line of the property to mean higher high water or a bulkhead or to the waterside face of structure, whichever is further waterward, then across the waterside face of the property or structure and back to the street along the other side line.

c. Waterview opportunity, by means of a public viewing platform at the highest level of any structure on the property. Minimum area of the platform shall be 50 square feet. Railings around the platform may exceed the maximum height permitted for the structure. The platform shall be open to the public.

d. Harbor access opportunity, by means of a public fishing pier extending out to the mean lower low water and connected by a minimum five-foot-wide public pathway to the frontage street. A minimum of 10 feet of open water shall surround the fishing pier.

e. Harbor access opportunity, by means of a public small boat landing available for transient use by rowboats, canoes, dinghies, etc., extending out to mean lower low water and connected by a five-foot-wide public pathway to the frontage street. A minimum of 10 feet of open water shall surround the small boat landing.

f. Harbor access opportunity, by means of a public transient moorage for up to two 30-foot boats and which must have a minimum water depth of eight feet and which must be easily accessible to visiting boats and posted with signage which can be read at a distance of 100 feet. (Ord. 725 § 5, 1996; Ord. 710 § 56, 1996; Ord. 598 § 3, 1991; Ord. 573 § 2, 1990).

17.50.050 Site plans.

Before a building permit will be issued in a waterfront commercial district, the site plan review process specified in Chapter 17.96 GHMC shall be followed. Residential projects containing less than three dwelling units are exempt from this provision. (Ord. 710 § 57, 1996; Ord. 573 § 2, 1990).

17.50.060 Maximum height of structures.

In a waterfront commercial district, the maximum building height shall not exceed 16 feet. (Ord. 710 § 58, 1996; Ord. 573 § 2, 1990).

17.50.070 Parking and loading facilities.

In a waterfront commercial district, parking and loading facilities on private property shall be provided in accordance with the requirements of Chapter 17.72 GHMC. (Ord. 573 § 2, 1990).

17.50.080 Signs.

In a waterfront commercial district, all signs shall comply with the provisions of Chapter 17.80 GHMC. (Ord. 573 § 2, 1990).

17.50.090 Performance standards.

In a waterfront commercial district, performance standards are as follows:

A. Exterior Mechanical Devices. Air conditioners, heating, cooling and ventilating equipment, pumps and heaters and all other mechanical devices shall be screened.

B. Landscaping. Landscaping is required and shall be installed in conformance with Chapter 17.78 GHMC and/or by conditions of approval of discretionary applications required by this title; such landscaping shall be maintained in a neat manner. In no event shall such landscaped areas be used for storage of materials or parking of vehicles.

C. Outdoor Storage of Materials. The outdoor storage of materials, including but not limited to lumber, auto parts, household appliances, pipe, drums, machinery or furniture, is permitted as an incidental or accessory activity of a permitted use or the principal feature of a conditional use. Such storage shall be screened by a wall, fence, landscaping or structure from surrounding properties and streets.

D. Outdoor Lighting. Within 100 feet of any residential zone or use, outdoor lighting and aerial-mounted floodlighting shall be shielded from above in such a manner that the bottom edge of the shield shall be below the light source. Said lighting shall be shielded so that the direct illumination shall be confined to the property boundaries of the light source. Ground-mounted floodlighting or light projection above the horizontal plane is prohibited between midnight and sunrise. Temporary outdoor lighting intended to advertise a temporary promotional event shall be exempt from this requirement. (Ord. 573 § 2, 1990).



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
1253/851-8136

CITY OF GIG HARBOR - UTILITIES SERVICE APPLICATION

Application No. _____, Parcel No. R0122242008, Date JUNE 26, 2002

Applicant ROBERT JONES, Phone # 253-857 4665

Mailing Address P.O. BOX 2732, GIG HARBOR, WA 98335

STORM WATER CALCULATION:

Impervious Area (Sq.Ft.)	Calculation	Units

Connection/Service ADDRESS OR LOCATION: 6702, 6704, 6706, 6708 TYEE DR NW
GIG HARBOR

Subdivision _____, Lot No. _____

Date of Hook-Up _____, Meter No. _____, Size _____, Rate _____

Account No. _____, Meter Location _____

WATER SYSTEM HOOK-UP & METER INSTALLATION CHARGES:

Meter Size	Capacity Factor(s)	Hook-Up Fee (Inside City Limits)	Hook-Up Fee (Outside City) (1)	Meter Charge	Total Fees
3/4"	1.0	\$3,740.00	\$5,610.00	\$486.00	\$
1"	1.67	\$6,250.00	\$9,375.00	\$567.00	\$
1-1/2"	3.33	\$12,450.00	\$18,675.00	(2) \$1,130.00	\$
2"	5.33	\$19,930.00	\$29,895.00	(2) \$1,800.00	\$
Over 2"	(3)	(3)\$	(3)\$	(3) \$	\$

IMPACT FEES & OTHER CHARGES:

Street Boring (2)	\$ 16.20 / Foot		\$
Open Street Cut (2)	\$ 20.00 / Foot		\$
Park Impact Fees	Residential @ \$1,500.00		\$
Transportation Impact Fees	Residential @ \$ 517.30 Commercial/Multi - @ \$		\$
Water Latecomer Fees	Latecomer Fee Calculation \$ _____ Administration Fee \$ _____		\$

Notes: (1) If project is outside the city limits, the hook-up fee is (1.5) times inside city rate.
(2) Time & Material Plus 10% (3) Negotiable

TOTAL WATER, IMPACT AND OTHER CHARGES: \$ _____

BASIC SEWER SYSTEM CONNECTION FEE:

Zone A	Zone B	Zone C	Other	# ERU's *	Total Fee
\$3,250.00	\$ 3,070.00	\$ 3,050.00	\$3,390.00	5	\$16,950.00

• Equivalent Residential Unit Calculation for non-residential service:

_____ (_____ ERU's per _____) X (_____) =
 Class of Service Conversion rate for appropriate unit (sq. ft., seats, students, etc.) Number of units Equivalent ERU's

SPECIAL CHARGES:

Check (X)	Type of Fee (1)	FEE
<input type="checkbox"/>	Encroachment Permit Application & Fee	\$ 50.00
<input type="checkbox"/>	Sewer Stub Inspection Fee	\$ 125.00
<input type="checkbox"/>	House Stub Inspection Fee (\$25 in city / \$37.50 out)	\$
<input type="checkbox"/>	As-Built Plans Fee – Residential Only (Refundable)	\$ 150.00
<input type="checkbox"/>	Sewer Latecomers Fee/Administration Fee	\$

Note: (1) Single Family Residence only (See Public Works Department for Multi-Family and Commercial)

Application is hereby made by the undersigned property owner for the above stated utilities in the following amount: _____ at the above stated location, for the following purposes: _____ for which I agree to pay in advance the following estimated charges, the exact charges shall be paid as established by City Resolution, and will be determined at the time a water availability certificate issues and be payable immediately:

Engineering Fees:	_____	220.68
Water Main Extension:	_____	
Street Repair:	_____	
Water Service Connection Charge:	_____	
Park Impact Fees:	_____	
Transportation Impact Fees:	_____	
Water/Sewer Latecomer Fees:	_____	13,211.30
Sewer System Fees:	_____	17,225.00
TOTAL	_____	30,658.98

I further agree that all rates and charges for water service to the above property shall be paid in accordance with the now-existing ordinances and regulations of the City, or any ordinances and regulations passed hereafter.
 I understand that the City will use all reasonable effort to maintain uninterrupted service, but reserves the right to shut off the water at any time without notice for repairs, expansions, nonpayment of rates or any other reason and assumes no liability for any damage as a result or interruption of service from any cause whatsoever.
 I understand that if the City issues a water availability certificate to me, such certificate shall be subject to all ordinances and regulations of the City, as they now exist or may hereafter be amended, and that such certificate expires within three (3) years from the date of issuance. If I do not pay the required fees and request an actual hook-up or connect to the above-identified individual parcel of property within this time period, a water availability certificate may be revoked.
 I understand that the City shall maintain ownership in such water meters installed by the City and the City shall be responsible for providing reasonable and normal maintenance to such meters.

Applicant's Signature _____ Date _____

TO BE COMPLETED BY STAFF ONLY:

Receipt No.	Fees Paid	Date	Received By	Bldg. Official



City of Gig Harbor. The "Maritime City"

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

CITY OF GIG HARBOR - UTILITIES - LATECOMERS FEE CALCULATION
(For Peninsula School District Benefit Area)

Utilities Application No. _____ Account No. _____ Date June 26, 2002

Applicant ROBERT JONES Phone 253 857 4665

Mailing Address P.O. BOX 2732, BIG HARBOR, WA 98335

Service Connection Address Hwy 302 & Purdy Bridge

Subdivision _____ Lot No. _____ Parcel No. R 01 22 24 2008

LATECOMERS FEE CALCULATION

Total ERU for project _____ 5

Latecomer Fee Per ERU 5 X _____ \$2,642.26

Total Latecomer Charge = 13,211.30

Administration Fee Per ERU _____ X \$251.64 = _____

Total Latecomers Submitted to Peninsula School District _____

RECEIVED FROM APPLICANT:

Receipt No.	Fees Paid	Date	BARS#
			001-237-500

REMITTED TO PENINSULA SCHOOL DISTRICT:

Check No.	Amount Paid	Date

Attach copy to voucher for payment to Peninsula School District
File Completed form in: Peninsula School District Latecomers File
Utilities Permanent File

CITY USE ONLY
APPROVED BY P/W DEPT.: _____
DATE: _____
* Must be approved prior to payment of fees



CITY OF GIG HARBOR PUBLIC WORKS DEPARTMENT ENGINEERING PLAN REVIEW FEES

DATE OF APPLICATION: JUNE 26, 2002

PROJECT NAME: SANITARY SEWER FOR L BARNEY & D. PEDERSON

APPLICANT: ROBERT JONES TELEPHONE NO.: 253 857 4665

MAILING ADDRESS: P.O. BOX 2732, GIG HARBOR, WA 98335
 street state zip code

PROJECT OWNER: (SEE ABOVE) TELEPHONE NO.: _____

MAILING ADDRESS: _____
 street state zip code

ENGINEERING PLAN REVIEW FEES

	Total
<input type="checkbox"/> Water: No. of Feet _____ (\$100/1 st 150' + \$.19/LF thereafter)	\$ _____
<input type="checkbox"/> Sewer: No. of Feet <u>522 (SIDE SEWER TOTAL)</u> (\$100/1 st 150' + \$.19/LF thereafter)	\$ <u>220.68</u>
<input type="checkbox"/> Street or Street w/curb, gutter & sidewalk: No. of Feet _____ (\$100/1 st 150' + \$.25/LF thereafter)	\$ _____
<input type="checkbox"/> Curb, Gutter & Sidewalk Only: No. of Feet _____ (\$100/1 st 150' + \$.25/LF thereafter)	\$ _____
<input type="checkbox"/> Storm: No. of Catch Basins _____ (\$75 1 st /CB + \$10/Add CB) Retention & Detention Facilities -- \$100	\$ _____
<input type="checkbox"/> Lighting: No. of Poles _____ (\$80 + \$5/Pole)	\$ _____
<input type="checkbox"/> Signals: (\$340/Intersection)	\$ _____
<input type="checkbox"/> Right-of-Way Access (\$25)	\$ _____
<input type="checkbox"/> Resubmittal (3 rd Submittal) (\$50/Hour - 8-hour minimum)	\$ _____
TOTAL ENGINEERING PLAN REVIEW FEES:	\$ <u><u>220.68</u></u>



CITY OF GIG HARBOR

3105 JUDSON STREET, GIG HARBOR, WA 98335

TREASURER'S RECEIPT

44238

ROBERT A. JONES

RECEIVED FROM

ADMIN. FILING FEES (SUR.)

FOR

7-3-02

DATE

FUND	DEPT.	B/SUB	ELEM	OB	DESCRIPTION	AMOUNT	
<i>CK# 09849</i>						TOTAL	
						<i>100 -</i>	