

Gig Harbor City Council Meeting



**September 9, 2002
7:00 p.m.**

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
September 9, 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 August 28, 2002.
2. Correspondence/Proclamations: a) Constitution Day.
b) Korean Heritage Day.
3. Award of Bid – File Cabinets for Gig Harbor Civic Center.
4. Award of Bid – Hanging Files for Gig Harbor Civic Center.
5. Award of Bid – Digital Copy/Print/Fax Solution – Gig Harbor Civic Center.
6. McCormick Ridge - Facilities Maintenance Agreement and Easement Agreement.
7. Liquor License Renewals: Central 76 Station; Fred Meyer Marketplace; Harvester; Thriftway.
8. Approval of Payroll for the month of August:
Checks #1657 through #1722 and direct deposit entries in the amount of \$202,460.30.
9. Approval of Payment of Bills for September 9, 2002.
Checks #37092 through #37153 in the amount of \$214,671.92.

OLD BUSINESS:

NEW BUSINESS:

1. Skansie Brothers Property – Purchase and Sale Agreement.
2. Introduction of Ordinance – Shooting Sports Facilities.
3. Resolution – Opposing Initiative 776.
4. Equipping Well #6 – Change Order No. 1.

STAFF REPORTS:

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

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

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF AUGUST 26, 2002

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

CALL TO ORDER: 7:00 p.m.

PLEDGE OF ALLEGIANCE

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of August 12, 2002.
2. Correspondence/Proclamations: a) 2002 WFOA Distinguished Budget Award.
b) National Payroll Week.
3. Judson Street Stormwater Improvements Construction Survey Staking – David Evans & Assoc.
4. Judson Street Stormwater Improvements Geotechnical Material Testing – Krazan and Assoc.
5. Skansie/72nd Street Waterline Loop Engineering Services – The Shea Group.
6. Franklin / Prentice Avenues Pedestrian Improvements – Final Design – The Shea Group.
7. Phase I Environmental Assessment – Saltbush Inc.
8. Liquor License Application: Brother John's Wine Bar & Bistro
9. Approval of Payment of Bills for August 26, 2002.

Checks #36948 through #37091 in the amount of \$897,807.58.

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

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Resolution – Referendum 51. Mark Hoppen, City Administrator, presented this request for support for Referendum 51 from Governor Locke and former Senator Gordon. He offered to answer questions.

Councilmember Ruffo voiced support but asked about the level of funding for the City of Gig Harbor. Mark explained that many cities would compete for the funds, and that there are two corridor projects in the city that are eligible, and may possibly receive support.

Councilmember Owel voiced her concerns about the heirarchical approach taken. She said that the decision on how to spend transportation dollars should be made by local jurisdictions.

Councilmember Franich agreed with these comments, adding that he would not support the referendum.

Mayor Wilbert announced that there would be informational meetings and it would be a good opportunity to voice these concerns.

Councilmember Dick said that he shared some of these same concerns, but thought that this could be the first step in dealing with the backlog of transportation issues.

Councilmember Picinich asked if this referendum supported railway improvements.

MOTION: Move to adopt Resolution No. 595 in support of Referendum 51.
Ekberg/Picinich – five voted in favor. Councilmembers Owel and Franich voted no.

2. Resolution – Honoring Victims of 9-11 Attack. Mark Hoppen explained that County Executive, John Ladenberg, initiated an activity asking the population of Pierce County to make an act of deliberate kindness and compassion in honor of the September 11th victims. Mayor Wilbert added that the resolution asks each person to think of something that they might do in honor of someone who lost their life, and that the name of one of those victims would be provided upon request.

MOTION: Move to adopt Resolution No. 596 honoring the victims of the September 11th terrorist attacks.
Ekberg/Picinich – unanimously approved.

3. Judson Street Stormwater Project Bid Award. John Vodopich, Community Development Director, explained that these stormwater improvements for Stanich Avenue, through Judson Street to Pioneer, were a budgeted objective, and recommended approval. He answered questions about the scheduling and location of the improvements.

MOTION: Move to authorize the award and execution of the contract for the Judson Street Stormwater Improvements to Pivetta Brothers Construction, Inc. in the amount of two hundred forty-one thousand six hundred seventy-four dollars and no cents (\$241,674.00).
Dick/Ruffo – unanimously approved.

4. Haines/Renczkowski Sewer Request. Mark Hoppen presented this request for one ERU of sewer to the parcel located across from the city park.

MOTION: Move to approve the utility extension contract as presented.
Picinich/Ruffo – unanimously approved.

STAFF REPORTS:

Gig Harbor Police Department – July Stats. No verbal report given.

PUBLIC COMMENT: None.

COUNCIL COMMENTS / MAYOR'S REPORT:

Councilmember Franich complimented the Public Works Department on the repaving of Burnham Drive.

Councilmember Dick discussed the tax collected by Pierce County for Conservation Futures, adding that he had been in contact with the Public Works Department about seeking a portion of these funds for city projects. Mark Hoppen said that he had intended to apply for these funds to complete improvements to the Donkey Creek ravine upcreek from the Borgen property. He added that application for these Conservation Futures could also be applied to active and passive park property in the Gig Harbor North and Westsides areas.

Councilmember Ruffo commended staff for all the projects completed to date. He added that he has heard many positive comments from the citizens about the way city projects are moving forward.

Councilmember Franich then commented on the intersection of Harborview and Pioneer, and how difficult it is to see pedestrians trying to cross from behind the brick planter. This will be discussed at an upcoming Public Works Committee meeting.

ANNOUNCEMENT OF OTHER MEETINGS: None.

EXECUTIVE SESSION: For the purpose of discussing property acquisition per RCW 42.30110(b).

MOTION: Move to adjourn to Executive Session at 7:35 p.m. for approximately 20 minutes to discuss property acquisition.
Picinich/Ruffo – unanimously approved.

MOTION: Move to return to Regular Session at 7:55 p.m.
Picinich/Owel – unanimously approved.

ADJOURN:

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

Cassette recorder utilized:
Tape 660 Side B 293 – end.
Tape 661 Side A 000 – 367.

Gretchen A. Wilbert, Mayor

City Clerk

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, the Constitution of the United States of America, the guardian of our liberties, is a product of reflection and choice, embodying the principles of limited government in a Republic dedicated to rule by law, not by men; and

WHEREAS, September 17, 2002 marks the two hundred fifteenth anniversary of the drafting of the Constitution of the United States of America by the 1787 Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate this grand occasion; and

WHEREAS, Public Law 915 guarantees the insuring of a proclamation each year by the President of this great country designating September 17 through 23 as Constitution Week,

NOW, THEREFORE, I, Gretchen A. Wilbert, Mayor of the City of Gig Harbor, hereby declare the week of September 17 through September 23 as

CONSTITUTION WEEK

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 9th day of September, 2002.

Gretchen A. Wilbert, Mayor

Date

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, every community should be united by her diversity; and

WHEREAS, the Greater Gig Harbor – Key Peninsula community should have the opportunity to share, learn, and celebrate the unique cultural traditions of her friends and neighbors; and

WHEREAS, we now join together to recognize the social contributions those of Korean decent have made to our community;

NOW, THEREFORE, I, Gretchen A. Wilbert, Mayor of the City of Gig Harbor, hereby declare September 21, 2002, as

KOREAN HERITAGE DAY

in the City of Gig Harbor and encourage all citizens to join me in celebrating this day.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 9th day of September, 2002.

Gretchen A. Wilbert, Mayor

Date

Proclamation for Mayor Wilbert

Re: Korean Heritage Day

8/28/02 11:01:37 AM

This is written as outlined for proclamation language.

“Whereas, every community should be united by her diversity, and Whereas the Greater Gig Harbor-Key Peninsula community should have the opportunity to share, learn, and celebrate the unique cultural traditions of her friends and neighbors, and Whereas we now join together to recognize the social contributions those of Korean decent have made to our community, Now, Therefore, be it resolved that we, the City of Gig Harbor and I as Mayor of Gig Harbor upon this day proclaim September 21st Korean Heritage Day.”

This proclamation or any adapted form is sole property of Paula J. Lane and any and all copyright laws should be observed. Paula J. Lane gives permission to the City of Gig Harbor to use the Proclamation for use as written or adaptation for the purposes of the proclamation for in and around September 21, 2002 in regards to the Korean Heritage Festival Cultural Celebration. Acknowledgement of original author should be included in any documentation where the Proclamation is used or referred.

Of course, Mayor Gretchen will want to say a few words before and after the proclamation. Korean Heritage Day is a part of the “A Cultural Celebration ‘Where Heritage and Tradition Come to Life.’ “

The Korean Heritage Festival and Events are built around Chuseok, Korean Thanksgiving Day traditionally set by the Lunar calendar to coincide with the full harvest moon. Wherever those of Korean decent choose to call home, they continue through the generations to celebrate this part of their heritage.

Paula Lane
Cultural Celebration Coordinator for the Korean Heritage Festival

Evergreen Foundational Management
Executive Director
14705 Fagerud SE
Olalla, Washington 98359
253-444-5295 office and fax
pjlane@centurytel.net

Proclamation

11:00

Special Performance

Noon

Introduction

Honored Guests

Honored Dignitaries

Proclamation Given By

Mayor Gretchen Wilbert

12:30

Walking Tour hosted by Mayor Gretchen

7400 Pioneer Way
Gig Harbor, Washington

Korean Heritage Festival Schedule of Events

September 3-23, 2002
Library Exhibit including 19th Century Artifacts
Pierce County Library-Peninsula Branch (Gig Harbor)

September 21, 2002
Saturday

Children's Festival 10:00-3:00

North Harborview @ Anthony's Seafood Restaurant Parking Lot
Be sure to bring your kids to join in the fun. A percussion team will start out the festivities at 11:00 am and then we'll begin judging the Mask Decoration Contest. Do you like kites? Don't miss the Kite Making Demonstration.

Main Festival Site 11:00-5:00

7400 Pioneer Way @ Gig Harbor United Methodist Church Parking Lot. Traditional Folk dance and music will bring the Chuseok spirit to life while the sights, sounds, and smells of a marketplace atmosphere tantalize the senses of young and old alike.

Watercolor Demonstration 11:00-3:00

Peninsula (Gig Harbor) Branch of the Pierce County Library is the host site for a Sumi Watercolor Demonstration. Traditionally, a Japanese art form of writing, the Korean Culture has adopted the medium, developing the art form into a practice which brings serenity to the soul.

Korean Heritage Day Proclamation at Noon

Join Mayor Gretchen Wilbert of Gig Harbor as she proclaims September 21st "Korean Heritage Day" at the main festival site.
A special performance begins at 11:00 am so come early!!!

Directions

From I-5 North or South Bound
(Approx. 1 1/2 hours from Seattle)

- Take Exit 132 to Highway 16.
- Take Highway 16 over the Tacoma Narrow's Bridge.
- Exit onto Wollochet/City Center (2nd main Gig Harbor Exit)
- Right at the stop sign.
- Main Festival Site and Proclamation Ceremony on your left as you go down the hill in the Gig Harbor United Methodist Parking Lot

From Seattle/Bremerton or
Fauntelroy/ Southworth Ferry
(Approx. 1/2 from either ferry)

- Once on the Peninsula, follow signs to Highway 16
- Travel South on Highway 16 to Gig Harbor (Tacoma).
- Exit onto Wollochet/City Center (2nd main Gig Harbor Exit)
- Left at the stop sign.
- Main Festival Site and Proclamation Ceremony on your left as you go down the hill in the Gig Harbor

**The Korean Heritage Festival
Proudly presents**

**Chuseok
Dinner and Performance
"A Thanksgiving Feast"**

Come experience the fantastic Korean cuisine
and spectacular performance by the nationally
renowned

Morning Star Dance Group

**At the
Inn At Gig Harbor Ballroom**

**Saturday, September 21, 2002
Open Bar at 6:00 PM
Dinner at 6:30 PM**

**Only \$55.00 per person
\$100 per couple
\$500 sponsor tables (party of 10)**

By Advance Ticket and Reservation Only 253-444-5295

Call for more information about benefits for sponsor tables



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MOLLY TOWSLEE, CITY CLERK
SUBJECT: AWARD OF BID - FILE CABINETS I
DATE: AUGUST 28, 2002

INFORMATION/BACKGROUND

A call for bids was issued for file cabinets for the Police Department, Court and Administration/Finance. We received three bids and the results are below.

Item	BINW	CDA Interiors	MBI Systems
WLF536 laterals(12)	(575.75) 6,909.00	(759.23) 9,110.76	(608.65) 7,303.80
FAA 20.36 (30)	(12.25) 367.50	(25.58) 767.40	(19.25) 577.50
1842LTL-P11 (8)	(303.41) 2,427.28	(414.00) 3,312.00	(333.90) 2,671.20
Delivery Charges	634.15	932.50	1,133.32
Sales Tax	909.74	1,256.92	1,028.35
Total	\$11,247.67	\$15,379.58	\$12,714.17

FISCAL CONSIDERATION

The bid of \$11,247.67, which includes tax and installation, is within the amount budgeted for furnishing file cabinets for the Gig Harbor Civic Center.

RECOMMENDATION

Move to award the bid for filing cabinets for the Gig Harbor Civic Center to the low bid placed by Business Interiors Northwest, in an amount not to exceed Eleven thousand, two hundred forty-seven dollars and sixty-seven cents, (\$11,247.67), which includes all applicable Washington State Sales Tax and installation.



Business Interiors Northwest
 710 Pacific Avenue
 Tacoma, WA 98402
 Phone: 253 627-1000
 Fax: 253 627-1032

QUOTE

Quote to:
 GIG HARBOR CIVIC CENTER
 3105 JUDSON STRET

Ship to:
 GIG HARBOR CIVIC CENTER
 3105 JUDSON STRET

GIG HARBOR, WA 98335
 MOLLY TOWSLEE

GIG HARBOR, WA 98335
 MOLLY TOWSLEE

Quote No: 0000111551	Cust PO No:
Quote Date: 07/17/02 Last Rev: 08/21/02	Cust No: GIGHARBOR
Job Number: 0000111551	Cust Phone Num: (253) 851-8136
Salesperson: COREY J. HJALSETH	Ship To Phone Num: (253) 851-8136
Terms: DUE 10 DAYS FROM INVOICE DATE	

Line	Qty	Catalog No	Vendor	Description	Unit Price	Extension
				Special Instructions Please review carefully before signing with approval. All orders are final & not subject to refund or return. Thank you. * NOTE: Lead time is approximately 4-5 weeks		
0001	12	QLF536	HERMAN MILLER, INC.	Lat File, Frestnd Flip Dr w/PO Shf, 4 Dwr 36W MT Medium Tone	\$575.75	\$6,909.00

				MT Medium Tone KA Keyed Alike Tag for: (2) COURT (KA) (2) UTILITY ADMIN (KA) (8) CITY HALL - 2ND FLOOR (KD)		
0002	30	FAA20.36	HERMAN MILLER, INC.	Lateral File F/S Converter 36W 2pr/Pkg	\$12.25	\$367.50
0003	2	*LPB-UM- 301	HERMAN MILLER, INC.	UNIVERSAL LOCK PLUG AND KEY Tag for: 301	\$0.00	\$0.00
0004	2	*LPB-UM- 302	HERMAN MILLER, INC.	UNIVERSAL LOCK PLUG AND KEY Tag for: 302	\$0.00	\$0.00
0005	1	*LPM-UM- 303	HERMAN MILLER, INC.	UNIVERSAL LOCK PLUG AND KEY Tag for: 303	\$0.00	\$0.00
0006	1	*LPM-UM- 304	HERMAN MILLER, INC.	UNIVERSAL LOCK PLUG AND KEY Tag for: 304	\$0.00	\$0.00
0007	1	*LPB-UM- 305	HERMAN MILLER, INC.	UNIVERSAL LOCK PLUG AND KEY Tag for: 305	\$0.00	\$0.00
0008	1	*LPB-UM- 306	HERMAN MILLER, INC.	UNIVERSAL LOCK PLUG AND KEY Tag for: 306	\$0.00	\$0.00

						Total:	\$11,247.67
						Deposit Required:	\$5,623.84

TERMS AND CONDITIONS OF SALE

TAXES

Prices do not include any applicable sales, use, excise or any other tax. Any applicable taxes will be added to prices at time of invoicing and the buyer agrees to pay same. Buyers exempt from taxes will furnish Certificates of Exemption at time execution of this agreement.

FREIGHT

Freight charges are not included unless noted.

CANCELLATION AND CHANGES

In the event that this proposal is accepted (confirmed) by the buyer and becomes an order, it is understood and agreed that it cannot be cancelled except by mutual written consent. In the event of agreed cancellation, a restocking charge of 25% will be charged. The seller's order confirmation is final and binding and any subsequent changes are subject to seller's ability to conform and are dependent upon factory approval. Changes in quantity or specifications are subject to approval by seller and manufacturer. Resulting additional charges from the manufacturer shall be paid by the buyer. All requests for changes in quantity or specification shall be delivered to the seller writing.

DELIVERY AND INSTALLATION

In the event that delivery and/or installation is required as part of this proposal, the following provisions shall apply:

1. Condition of Job Site - The job site shall be clean, clear and free of debris prior to installation.
2. Job Site Services - Electric current, heat, hoisting and/or elevator service will be furnished without charge to seller. Adequate facilities for off-loading, staging, moving and handling of merchandise shall be provided.
3. Special Packaging or Handling - If special packaging or handling is required that is not contained in the specifications, it will be subject to extra charge to the buyer.
4. Delivery During Normal Business Hours - Delivery and installation will be made during normal working hours. Additional labor costs resulting from after hours or weekend work performed at the buyer's request will be paid by the buyer.
5. Storage Space - Provided the merchandise does not arrive at the site earlier than the date requested, safe and adequate storage space will be provided by the buyer. If the space provided is inadequate and requires excessive sorting or storage costs, such excess cost will be reimbursed by the buyer. If the space provided is inconveniently located or on another floor, the extra cost of transporting to and from storage will be reimbursed by the buyer. If the merchandise must be moved due to progress of other trades or other reason, the extra cost of such moving will be reimbursed by the buyer.
6. Erection and Assembly - Seller's ability to erect or assemble furniture knocked-down or to permanently attach, affix, or bolt in place movable furniture is dependent on jurisdictional agreements. If trade regulations enforced at the time installation require the use of tradesmen at the site other than the seller's own installation personnel, resulting additional costs will be paid by buyer.
7. Loss - After arrival at the site, any loss, theft or damage by weather, other trades such as painting or plastering, fire or other elements: shall be the responsibility of the buyer and the buyer agrees to hold the seller harmless from loss for such reasons.
8. Insurance - Public Liability, Workmen's Compensation, Property Damage, Automotive and Occupational Disease Insurance are carried by the seller and certificates will be delivered upon request. Fire Tornado, Flood and other insurance at the site will be provided and paid for by the buyer.
9. Receipt - Buyer or Buyer's Representative must be present at time of delivery of goods to sign for and acknowledge correctness of count and condition of goods being delivered.
10. Coordination - Buyer shall designate one person and only one to coordinate the receipt and installation between seller and buyer.

CLAIMS

Timely claims for transportation damage will be prosecuted by the seller and damaged merchandise will be repaired to the satisfaction of the buyer or merchandise replaced; except in the case of direct shipments which are the responsibility of the consignee.

WARRANTY

All furniture is warranted by the seller to be free from defects in materials or workmanship for a period of twelve (12) months from date of delivery unless otherwise specified. No warranty of merchantability for fitness for a particular use is made. The warranty is made expressly in lieu of any and all other warranties expressed or implied.

DELAYS

In the event that construction delays or other causes not within seller's control force postponement of the installation, the furnishings will be stored until installation can be resumed, and will be considered accepted by the buyer for purposes of payment. In such event the buyer shall reserve the right to withhold 5% of the invoice amount of such shipments against the completion of the contract. Transfer and storage charges incurred shall be paid by the buyer.

PAYMENT

Acceptance of delivery constitutes acceptance of the merchandise as delivered. Merchandise will be invoiced after delivery. The buyer agrees to pay each invoice within (10) days of the invoice date or within (10) days after installation date specified as a part

of this agreement, whichever is later. The buyer agrees to pay a finance charge of 1 ½ % per month on all delinquent invoices as well as expenses, attorney fees and court costs which seller incurs by reason of any default by the buyer, including non-payment. Title to the subject merchandise will pass from the seller to the buyer when the goods are identified and delivered to the carrier for transportation to the buyer's place of business. Failure of the buyer to present a written claim respecting any shipment within ten days after receipt thereof shall constitute a waiver of all claims thereto.

PURCHASE MONEY SECURITY INTEREST

To secure full payment and performance of all of buyer's obligations to seller, however arising, buyer hereby grants to seller a purchase money security interest in all of the merchandise sold hereunder, and in any proceeds thereof and any present and future attachments or additions thereto. Buyer agrees that copy of this contract may be filed and will be sufficient as a financing statement under the Uniform Commercial Code in order to perfect such security interest, and further agrees to execute any other documents deemed necessary to seller to give full legal effect to the provisions of this paragraph. Buyer shall within ten days of receipt of any goods notify all third-parties affected hereby including financing institutions holding a security interest in the buyer's inventory or equipment of seller's purchase money security interest. All of the rights and remedies of seller provided herein shall be cumulative and in addition to any other rights and remedies provided by law or equity. Waiver by seller of any breach of any provision hereof shall not constitute a waiver of any other breach.

NO OTHER AGREEMENTS

There are no other agreements expressed or implied other than those specified herein and those set forth in the specifications, delivery and installation schedules etc. (List all other documents forming parts of the agreement.) The terms and conditions set forth herein and in the above-mentioned documents may not be varied except upon the written approval of both buyer and seller. This agreement shall be governed by the laws of the State of Washington. I accept the terms and conditions above.

SIGNED _____ TITLE _____
DATE _____

**GIG HARBOR
FURNITURE BID**

Part Number	Part Description	Qty	Sell \$	Ext Sell \$
QLF536 MT.MT.KA	Lateral File, 5 Drawer Medium Tone - Keyed Alike	12	\$759.23	\$9,110.76
FAA20.36	Lateral File Converter 36W 2/Pkg 2400 Series 30x72x30 - Custom Size	30	\$25.58	\$767.40
1842LTL-P11	Anderson Hickey 4 Drawer File	8	\$414.00	\$3,312.00
Unit	Installation	1	\$932.50	\$932.50
	Sales Tax	1		\$1,256.92
			Total	\$15,379.58

**BID DOCUMENTS FOR
GIG HARBOR CIVIC CENTER
HANGING FILE CABINETS**

Based on a review of various file cabinets, The City of Gig Harbor (City) has chosen file cabinets manufactured by Herman Miller and Anderson Hickey that will coordinate and match the furniture system to be installed in the new Civic Center. The following page contains an itemized list of components. Any and all bids to supply these components – no substitutions allowed, must include taxes and shipping and handling charges. Please fax bid proposals to:

Civic Center Vertical Files – Bid Proposal
c/o City Clerk
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335
Fax (253) 851-8563

Bids must be received no later than 10:00 AM, Wednesday, 28th.

The following page contains the general specifications for the file system required. The bid amount shall include any applicable state sales tax and shipping/handling charges.

The award shall be made to the qualified vendor whose proposal is most advantageous to the city with price and other factors considered. The City of Gig Harbor reserves the right to; and may at its sole discretion, reject any or all bid proposals and waive any irregularities in the bid or in the bidding.

If you have any questions regarding the file list, you may contact Molly Towslee, City Clerk, at (253) 851-8136.

Submitted by:
E Hon Mock
MBI Systems
1201 Mercer St.
Seattle WA 98109
(206) 343-5800
-0231 Fax

Quantity	Item Code	Item Description	Unit Price	Extension
12	OLF536 Herman Miller, Inc	Lat. File, Freestnd Flip Dr w/PO Shf 4-Dwr 36W MT Medium Tone KA Keyed Alike Tag for: (2) Court KA (2) Utility Admin KA (8) Ad/Fin 2 nd flr KD	\$ 608.65	\$ 7,303.80
30	FAA20 36 Herman Miller, Inc	Lateral File F/S Converter 36W 2pr/Pkg	\$ 19.25	\$ 577.50
2	*LPB-UM-301 Tag for:	Universal Lock Plug and Key 301	\$ 0	\$ 0
2	*LPB-UM-302 Tag for:	Universal Lock Plug and Key 302	\$ 0	\$ 0
1	*LPB-UM-303 Tag for:	Universal Lock Plug and Key 303	\$ 0	\$ 0
1	*LPB-UM-304 Tag for:	Universal Lock Plug and Key 304	\$ 0	\$ 0
1	*LPB-UM-305 Tag for:	Universal Lock Plug and Key 305	\$ 0	\$ 0
1	*LPB-UM-306 Tag for:	Universal Lock Plug and Key 306	\$ 0	\$ 0
1	*LPB-UM-307 Tag for:	Universal Lock Plug and Key 307	\$ 0	\$ 0
1	*LPB-UM-308 Tag for:	Universal Lock Plug and Key 308	\$ 0	\$ 0
1	*LPB-UM-309 Tag for:	Universal Lock Plug and Key 309	\$ 0	\$ 0
1	*LPB-UM-310 Tag for:	Universal Lock Plug and Key 310	\$ 0	\$ 0
8	1842LTL-P11 Anderson Hickey	4-Drawer Legal/Lock Finish P11 Medium Tone	\$ 333.90	\$ 2,671.20

* Delivery during normal working hrs M-F 8A-5P
 Access to freight elevator & loading dock to be provided.
 Pricing includes receipt, delivery & leveling files.
 Leadtime: 4-6 weeks + transit from East Coast

Washington Sales Tax 8.8%
 Delivery Charges: *
 Total Bid Price \$1,133.32
 \$1,028.35
 \$12,714.17



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MOLLY TOWSLEE, CITY CLERK
SUBJECT: AWARD OF BID - FILE CABINETS II
DATE: AUGUST 28, 2002

INFORMATION/BACKGROUND

A call for bids was issued for hanging file cabinets for the Community Development Department. We received four bids and the results are below.

Item	BINW	MBI Sys	CDA Int.	Hoppers
MasterFile 2 (5)	11,054.90	12,890.25	13,946.15	8,625.00
Carrier Clips (5)	384.15	384.15	484.65	378.00
Painting Charge	304.90	included	400.00	400.00
Delivery Charges	256.00	566.67	932.50	440.00
Sales Tax	1,056.00	1,218.01	1402.91	756.25
Total	\$13,055.95	\$15,059.08	\$17,166.21	\$10,599.25

FISCAL CONSIDERATION

The bid of \$10,599.25, which includes tax and installation, is within the amount budgeted for furnishing hanging file cabinets for the Gig Harbor Civic Center Community Development Department. This company has been in business for over fifty-years, and are able to offer lower pricing due to volume purchasing. I have checked references, which are favorable.

RECOMMENDATION

Move to award the bid for filing cabinets for the Gig Harbor Civic Center to the low bid placed by Hoppers Office & Drafting Furniture, in an amount not to exceed Ten thousand, five hundred ninety-nine dollars and twenty-five cents (\$10,599.25), which includes all applicable Washington State Sales Tax and installation.



Business Interiors Northwest
 710 Pacific Avenue
 Tacoma, WA 98402
 Phone: 253 627-1000
 Fax: 253 627-1032

QUOTE

Quote to:
 CITY OF GIG HARBOR
 3105 JUDSON STREET
 PO BOX 145
 GIG HARBOR, WA 98335
 MAUREEN WHITAKER

Ship to:
 CITY OF GIG HARBOR
 3510 GRANDVIEW ST
 GIG HARBOR, WA 98335
 MAUREEN WHITAKER

Quote No: 0000111462	Cust PO No:
Quote Date: 07/08/02 Last Rev: 08/21/02	Cust No: CITYGIGHAR
Job Number: 0000111462	Cust Phone Num: (253) 853-1427
Salesperson: COREY J HJALSETH	Ship To Phone Num: (253) 853-1427
Terms: DUE 10 DAYS FROM INVOICE DATE	

Line	Qty	Catalog No	Vendor	Description	Unit Price	Extension
				Special Instructions Please review carefully before signing with approval. All sales are final and not subject to refund or return. * Note: Lead time is currently 7-10 days. Allow on extra week for painting		

0001	5	5024AH	SAFCO PRODUCTS	MasterFile 2 Finish: Autumn Haze	\$2,210.98	\$11,054.90
0002	5	6552	SAFCO PRODUCTS	MasterFile 2 Carrier Strips	\$76.83	\$384.15
0003	5		BUSINESS INTERIORS NORTHWEST	Paint files to match Herman Miller MT - Medium Tone Tag for: Paint Option Note: Allow one week extra for painting	\$60.98	\$304.90
0004	1		BUSINESS INTERIORS NORTHWEST	RECEIVE, INSPECT AND DELIVER TWO FILES	\$256.00	\$256.00
						Sub Total \$11,999.95
						Sales Tax \$1,056.00
						Total: \$13,055.95
						Deposit Required: \$6,527.98

TERMS AND CONDITIONS OF SALE

TAXES

Prices do not include any applicable sales, use, excise or any other tax. Any applicable taxes will be added to prices at time of

invoicing and the buyer agrees to pay same. Buyers exempt from taxes will furnish Certificates of Exemption at time execution of this agreement.

FREIGHT

Freight charges are not included unless noted.

CANCELLATION AND CHANGES

In the event that this proposal is accepted (confirmed) by the buyer and becomes an order, it is understood and agreed that it cannot be cancelled except by mutual written consent. In the event of agreed cancellation, a restocking charge of 25% will be charged. The seller's order confirmation is final and binding and any subsequent changes are subject to seller's ability to conform and are dependent upon factory approval. Changes in quantity or specifications are subject to approval by seller and manufacturer. Resulting additional charges from the manufacturer shall be paid by the buyer. All requests for changes in quantity or specification shall be delivered to the seller writing.

DELIVERY AND INSTALLATION

In the event that delivery and/or installation is required as part of this proposal, the following provisions shall apply:

1. Condition of Job Site - The job site shall be clean, clear and free of debris prior to installation.
2. Job Site Services - Electric current, heat, hoisting and/or elevator service will be furnished without charge to seller. Adequate facilities for off-loading, staging, moving and handling of merchandise shall be provided.
3. Special Packaging or Handling - If special packaging or handling is required that is not contained in the specifications, it will be subject to extra charge to the buyer.
4. Delivery During Normal Business Hours - Delivery and installation will be made during normal working hours. Additional labor costs resulting from after hours or weekend work performed at the buyer's request will be paid by the buyer.
5. Storage Space - Provided the merchandise does not arrive at the site earlier than the date requested, safe and adequate storage space will be provided by the buyer. If the space provided is inadequate and requires excessive sorting or storage costs, such excess cost will be reimbursed by the buyer. If the space provided is inconveniently located or on another floor, the extra cost of transporting to and from storage will be reimbursed by the buyer. If the merchandise must be moved due to progress of other trades or other reason, the extra cost of such moving will be reimbursed by the buyer.
6. Erection and Assembly - Seller's ability to erect or assemble furniture knocked-down or to permanently attach, affix, or bolt in place movable furniture is dependent on jurisdictional agreements. If trade regulations enforced at the time installation require the use of tradesmen at the site other than the seller's own installation personnel, resulting additional costs will be paid by buyer.
7. Loss - After arrival at the site, any loss, theft or damage by weather, other trades such as painting or plastering, fire or other elements: shall be the responsibility of the buyer and the buyer agrees to hold the seller harmless from loss for such reasons.
8. Insurance - Public Liability, Workmen's Compensation, Property Damage, Automotive and Occupational Disease Insurance are carried by the seller and certificates will be delivered upon request. Fire Tornado, Flood and other insurance at the site will be provided and paid for by the buyer.
9. Receipt - Buyer or Buyer's Representative must be present at time of delivery of goods to sign for and acknowledge correctness of count and condition of goods being delivered.
10. Coordination - Buyer shall designate one person and only one to coordinate the receipt and installation between seller and buyer.

CLAIMS

Timely claims for transportation damage will be prosecuted by the seller and damaged merchandise will be repaired to the satisfaction of the buyer or merchandise replaced, except in the case of direct shipments which are the responsibility of the consignee.

WARRANTY

All furniture is warranted by the seller to be free from defects in materials or workmanship for a period of twelve (12) months from date of delivery unless otherwise specified. No warranty of merchantability for fitness for a particular use is made. The warranty is made expressly in lieu of any and all other warranties expressed or implied.

DELAYS

In the event that construction delays or other causes not within seller's control force postponement of the installation, the furnishings will be stored until installation can be resumed, and will be considered accepted by the buyer for purposes of payment. In such event the buyer shall reserve the right to withhold 5% of the invoice amount of such shipments against the completion of the contract. Transfer and storage charges incurred shall be paid by the buyer.

PAYMENT

Acceptance of delivery constitutes acceptance of the merchandise as delivered. Merchandise will be invoiced after delivery. The buyer agrees to pay each invoice within (10) days of the invoice date or within (10) days after installation date specified as a part of this agreement, whichever is later. The buyer agrees to pay a finance charge of 1 ½ % per month on all delinquent invoices as well as expenses, attorney fees and court costs which seller incurs by reason of any default by the buyer, including non-payment. Title to the subject merchandise will pass from the seller to the buyer when the goods are identified and delivered to the carrier for transportation to the buyer's place of business. Failure of the buyer to present a written claim respecting any shipment within ten days after receipt thereof shall constitute a waiver of all claims thereto.

PURCHASE MONEY SECURITY INTEREST

To secure full payment and performance of all of buyer's obligations to seller, however arising, buyer hereby grants to seller a purchase money security interest in all of the merchandise sold hereunder, and in any proceeds thereof and any present and future attachments or additions thereto. Buyer agrees that copy of this contract may be filed and will be sufficient as a financing statement under the Uniform Commercial Code in order to perfect such security interest, and further agrees to execute any other documents deemed necessary to seller to give full legal effect to the provisions of this paragraph. Buyer shall within ten days of receipt of any goods notify all third-parties affected hereby including financing institutions holding a security interest in the buyer's inventory or equipment of seller's purchase money security interest. All of the rights and remedies of seller provided herein shall be cumulative and in addition to any other rights and remedies provided by law or equity. Waiver by seller of any breach of any provision hereof shall not constitute a waiver of any other breach.

NO OTHER AGREEMENTS

There are not other agreements expressed or implied other than those specified herein and those set forth in the specifications, delivery and installation schedules etc. (List all other documents forming parts of the agreement.) The terms and conditions set forth herein and in the above-mentioned documents may not be varied except upon the written approval of both buyer and seller. This agreement shall be governed by the laws of the State of Washington. I accept the terms and conditions above.

SIGNED _____ TITLE _____
DATE _____

Corey J. Hjalseth
Business Interiors Northwest
(253) 627-1000, ext. 206
<http://www.binw.com>

**BID DOCUMENTS FOR
GIG HARBOR CIVIC CENTER
HANGING FILE CABINETS**

Based on a review of various engineering file cabinets, The City of Gig Harbor (City) has chosen a hanging file system manufactured by Safco Products to be installed in the new Civic Center. The following page contains an itemized list of components. Any and all bids to supply these components - no substitutions allowed, must include taxes and shipping and handling charges. Please fax bid proposals to:

Civic Center Hanging Files - Bid Proposal
c/o City Clerk
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335
Fax: (253) 851-8563

Bids must be received no later than 10:00 AM, Wednesday, 28th. The file cabinets must be painted to match the existing furniture systems and this price is to be included in the bid. The paint color is: Herman Miller MT - medium Tone.

The following page contains the general specifications for the file system required. The bid amount shall include any applicable state sales tax and shipping/handling charges.

The award shall be made to the qualified vendor whose proposal is most advantageous to the city with price and other factors considered. The City of Gig Harbor reserves the right to, and may at its sole discretion, reject any or all bid proposals and waive any irregularities in the bid or in the bidding.

If you have any questions regarding the file list, you may contact Molly Towslee, City Clerk, at (253) 851-8136.

Submitted by
EHon Mock
MBI Systems
1201 Mercer St
Seattle WA 98109
(206) 343-5800
-0231 Fax

Quantity	Item Code	Item Description	Unit Price	Extension
5	5024AH	MasterFile 2 Autumn Haze	\$ 2,578.05	\$ 12,890.25
5	6552	MasterFile 2 Carrier Strips	\$ 76.83	\$ 384.15
5	Painting	Herman Miller Medium Tone	\$	\$ incl.
			Washington Sales Tax 8.8%	\$ 1,218.01
			Delivery Charges	\$ 566.67
Total Bid Price				\$ 15,059.08

* Receive, deliver & level during normal working M-F 8AM-5PM. Access to loading dock and freight elevator to be provided.

Leadtime: 7-8 weeks + transit from MN

Pricing is valid through 12/31/02.

Towslee, Molly

From: Lorie Fowler [lorie@cdainteriors.com]

Sent: Tuesday, August 27, 2002 1:36 PM

To: Towslee, Molly

Subject: Bid

Molly:

Attached is our Bid for the furniture at GIG Harbor.

If you have any questions, please call me at (509) 624-4220.

Thank you,
Lorie Fowler

**GIG HARBOR
FURNITURE BID**

Part Number	Part Description	Qty	Sell \$	Ext. Sell \$
5024AH	SAFCO Master File 2 Autumn Haze	5	\$2,789.23	\$13,946.15
6552	SAFCO Master File 2 Carrier Strips 1 Set per Top Required	5	\$96.93	\$484.65
Unit	Paint SAFCO File to Match Medium Tone Paint	1	\$400.00	\$400.00
Unit	Installation	1	\$932.50	\$932.50
	Sales Tax			\$1,402.91
			Total	\$17,166.21



Fax Transmittal Cover Sheet

Date: 8/22/02 # of Pages Including cover sheet

To: City of Gig Harbor
 Fax # 253-851-~~8136~~ 8563 Attn: Mally Towstee
 Phone # 253-851-8136 From: Mark Moninger

Re: FILE CABINET QUOTE per your request

Please call 909 987-1724 immediately if you did not receive all faxed pages!

*In business for 50 yrs - high volume
 Master vendor for Safeco - best prices!*

*files 7 working days -
 7 slip 2 print.
 4.5 weeks*

Quantity	Item Code	Item Description	Unit Price	Extension
5	5024AH	MasterFile 2 Autumn Haze	\$1725 ⁰⁰	\$8625 ⁰⁰
5	6552	MasterFile 2 Carrier Strips	\$ 75 ⁰⁰	\$ 378 ⁰⁰
5	Painting	Herman Miller Medium Tone OUTSIDE ONLY	\$	\$ 400 ⁰⁰
		N/A Washington Sales Tax 8.4%		\$ (756.25)
		Delivery Charges: w/ LIFT GATE INSIDE DELIVERY		\$ 440. ⁰⁰
Total Bid Price				\$10,599.25 / <u>9843</u>

E.T.A. 4-6 week

Hoppers Office & Drafting Furniture
~~9631 Shale~~ 8687 - B Hellman Ave.
 Rancho Cucamonga, CA 91730
 ph. (909) 987-1724
 Fax (909) 941-2023
 email hoppersdfe@aol.com
 web site: www.draftingfurniture.com
 Contact ~~www~~ MARK MOUNINGER

* NOTE: We do not charge sales tax on out of state purchases. So our final bill will not reflect this charge. You will be expected to pay this tax to your state. Thank you.
 Mark



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MOLLY TOWSLEE, CITY CLERK
SUBJECT: DIGITAL COPY/PRINT/FAX EQUIPMENT FOR CIVIC CENTER
DATE: AUGUST 28, 2002

INFORMATION/BACKGROUND

Copiers, printers and fax machines for the Civic Center are proposed based upon a history of usage, upon an analysis of existing equipment, and an adequate equipment coverage. A comparison was done to determine whether purchasing or leasing the equipment was optional. From this analysis, a request for proposals to purchase equipment was issued and each vendor that submitted a complete proposal was scored on both a non-cost and a cost basis.

The non-cost evaluation included past service performance, technical capability, the ability to meet special terms and conditions, and copier/printer/fax/scanner specifications. The cost evaluation included the yearly maintenance fee, which is based upon a 36-month contract and a cost per copy fee based upon past usage. The second cost evaluation is the price of the equipment. We received five responses from the request for proposal. The results are listed on the attached page.

FISCAL CONSIDERATION

The bid submitted by First Choice Business Machines was determined to be outstanding in all non-cost categories, and included the lowest cost for equipment in the amount of \$87,274.00. The bid for equipment cost is within the amount budgeted for the Gig Harbor Civic Center.

RECOMMENDATION

Move to award the bid for digital copy/print solutions for the Gig Harbor Civic Center to the low bid placed by First Choice Business Machines, in an amount not to exceed Eighty-seven thousand, two hundred seventy-four dollars and no cents (\$87,274.00), which includes all applicable Washington State Sales Tax and installation.

Vendor Name	CPC Cat 1	CPC Cat 2	CPC Cat 3	CPC Cat 4	CPC Cat 5	CPC Cat 6 (Color/BW)	Perf History (20 point ttl)	Technical Capability (30 pt ttl)	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5	Cat 6	Cat 7	Total Equipment
Minolta	918	2448	3060	4590	9180	8194 3240	18.2	16	4768	6261	13386	21405	26893	19290	3416	\$103,815.87
FCBM	1800	3744	4680	6480	9180	9360 2160	18.7	30	4190	5855	13410	22665	17969	14261	1865	\$87,274.00
RICOH	1901	4637	5616	7290	9288	8489 3013	17.3	20	5082	5157	15824	30999	23325	16750	2217	\$108,097.15
Kelley	2430	4320	5040	6480	7884	8280 2700	18.7	25	4580	6591	14622	26082	20753	22312	1546	\$104,976.77
IKON	1285	3427	4284	6426	12852	15552 1440	17.5	27	5446	5693	13021	30484	18471	14271	1932	\$97,178.38

✓

CITY OF GIG HARBOR
REQUEST FOR PROPOSALS

The City of Gig Harbor (City) requests proposals for the purchase of networked, digital copy/printer/fax equipment. Proposals will be received until **Wednesday, September 4, 2002, 10:30 a.m.**

Specifications may be obtained from and proposals filed with the City Clerk, 3105 Judson Street, Gig Harbor, WA 98335 or by calling (253) 851-8136. A bid bond for the sum of not less than five percent of the bid amount, including sales tax, will be required to accompany the bid.

Proposals will be publicly opened in the Administration Department immediately after the filing deadline. Only the names of the responding proposers will be made available at that time.

The City reserves the right to reject any or all proposals, to waive any informalities or irregularities in the proposals received and to accept that Proposal, which in its judgment, best serves the interest of the City.

Molly Towslee
City Clerk

STEP 1 (Responsiveness)

To be considered responsive/responsible, bidders must bid in all categories and meet all other criteria set forth herein.

STEP 2 (Non Cost)

Once responsive is determined, an evaluation of "Non-Cost Factors" will occur. Non-cost factors will be 50% of the total points. The points will be used to establish a competitive range from which the finalists will be selected. It is anticipated that the number of finalists may include up to three (3) bidders. After the finalists are determined, they will advance to being evaluated for cost factors.

The non-cost factors to be evaluated consist of Past Performance and Technical Capability.

1) Past Service Performance (Total of 20 points)

Bidder shall furnish a minimum of Three (3) references (easily contacted). References are to be from the public sector for which the bidder has delivered goods and services on contracts for products similar to that contemplated herein. Bidder to provide the company name, contact person, their phone number, title and number of machines placed. Failure to provide this information will be cause for finding your bid non-responsive.

Each bidder will be evaluated on his/her performance under existing and prior contracts for similar products and services. Performance information will be used for both responsibility determinations and as an evaluation factor against which bidder's relative rankings will be compared. The City will focus on information that demonstrates the bidder's performance relative to the size and complexity of the procurement under consideration.

2) Technical Capability (Total of 30 points)

- Product Specifications / Capabilities = 15 points
- Connectivity Network Support / Technical Repair Assistance = 15 points

Performance for non-cost factors will be scored from 1 (lowest) to 7 (highest) using the following definitions:

Performance Level 7 Performance indicates excellent capability and support of the contract. Performance stands above all others.

Performance Level 6 Performance is above expectation, far exceeds desired quality, and stands out.

Performance Level 5 Performance is slightly above expectations and for the most areas exceeds desired quality. Has exhibited some shortfalls in a few non-critical areas.

Performance Level 4 Performance meets minimum expectations and is generally adequate. Has exhibited shortfalls in performance in non-critical areas and does not stand out.

Performance Level 3 Performance is seldom complete, deficiencies exist in critical areas and limited shortfalls exist in non-critical areas.

Performance Level 2 Performance is not complete and serious shortfalls in capability exist

Performance Level 1 Performance is non-existent in critical areas.

STEP 3 (Cost)

After the finalists are determined from the evaluation of non-cost factors, equipment prices from the finalists' bids will be calculated and point factors assigned. Cost factors will be 50% of total points. The cost factors that will be considered are based upon outright purchase cost and maintenance cost over a three-year period. The table below represents the monthly copy volumes that will benchmark the cost evaluation.

Category	# of Units	CPM	Benchmark Monthly Copy Volumes
One	2	13	3,000/mo
Two	1	22	8,000/mo
Three	2	27	10,000/mo
Four	3	35	15,000/mo
Five	1	75	30,000/mo
Six	1	See specs	2000 color – 3000 B&W

Vendors are to indicate in their proposal the specific cost per copy rate for service, parts and supplies to include toner, developer, drum, and staples, but excluding paper. The cost per copy rate figure will be multiplied by the corresponding monthly copy volumes and calculated over a thirty-six (36) month life cycle. The service and supply portion of the proposal will be added to the outright selling price of the units to determine the cost element of the proposal. City will be billed each month for copies used, monthly in arrears.

Category seven, though not be part of the cost evaluation, is a mandatory product and needs to be included in order to qualify as a responsive bid submission.

The lowest priced proposal will receive the maximum of 50 points. The second and third most competitively priced proposals will receive the number of points commensurate with the percentage of difference from the lowest priced proposal.

Once both non-cost and cost evaluations are completed, the scores will be summed together. The successful vendor will be that firm who accumulates the most aggregate points.

Other Notes

For purposes of a proper comparison, vendors are to price the service and supply cost for category six - color at a 35% fill rate.

Contractor guarantees that all products proposed will be operational at least 96% of normal business hours.

To ensure proper coordination with existing equipment, the Contractor must guarantee that their service representative will be a Hewlett-Packard as well as Novell Certified Technician.

Vendor must be in good standing with the same manufacturer, and have had no financial difficulties, including bankruptcies, within the last five years.

SPECIAL TERMS AND CONDITIONS

1. UNACCEPTABLE COPIER PERFORMANCE (FAILURE)

Copiers that develop a trend of requiring an excessive number of service calls shall be reported by the using agency to the City of Gig Harbor for review and possible replacements. Contractors are to provide service log reports upon request. Such logs are to describe service and repairs for specific end user's machine(s) and are to be provided within five working days.

- A. In the case of equipment purchased via this contract, if the contractor feels that the excessive service calls are the result of the use of competitively bid copier supplies (excluding paper), contractor must submit detailed records to the city substantiating that position.
- B. If the contractor feels that excessive service calls are the result of operator or agency problems, their position must be documented and supplied to the State Procurement Officer administering this contract for review, evaluation and correction if required. Contractor shall provide additional training to customers as necessary to help alleviate problems encountered.
- C. All cases of replacement, copiers will be like-for-like equipment except when the contractor has substituted new equipment as provided for in this contract.

2. SALES AND SERVICE/REPAIR FACILITIES

Bidder shall provide a list of authorized sales, authorized service/repair facilities, and warehouse location(s) for parts and supplies for the City of Gig Harbor that will honor the terms and conditions established in this contract for sales and service requirements and warranty of contract items. The list is to include the authorized facilities' name, address, telephone and fax numbers, and contact person. Contractor must provide immediate attention to problem areas as they arise regardless of location. Response time is defined/required as four working hours within a 75-mile radius of service representation.

2. WARRANTIES

Supplier will submit a copy of warranty with items delivered under this contract. Unless otherwise specified, full parts and labor warranty period shall be for a minimum period of 90 days after receipt of materials or equipment by the Purchaser. During the warranty period all required copier supplies (except paper) are to be provided at no charge. Bidders providing warranty period exceeding 90 days are to provide price lists for supplies (except paper). The city will monitor pricing for supplies (except paper) during the term of the contract and will expect supplies to be price competitive with the market.

3. MAINTENANCE and SERVICE RESPONSE

MAINTENANCE

For this contract, maintenance is defined as the service required to maintain a copier at performance levels equal to or greater than the performance specifications specifically stated for this contract. Maintenance is to include the service component as well as drums and developer. It is also to include, but not be limited to, two preventative maintenance (cleaning and inspections) call per year or as recommended by the manufacturer. For Maintenance programs with supplies, supplies are defined as also including toner and staples (paper is not included).

All maintenance shall be performed by factory-trained personnel. Equipment shall be maintained in accordance with factory published specifications. Bidders are to submit with bid response proposed pricing for maintenance on a cost per copy basis for programs with supplies except paper. A full description of maintenance program(s) being offered is to be provided with response. As an option, bidders may list any available maintenance (preventative or otherwise) options they feel will be of interest to the city. Bidder to provide cost options consistent with forms provided and a description of services. The city will select or reject options at the time of award. Failure to provide this information with bid response may result in finding your bid non-responsive.

SERVICE RESPONSE

The response time is defined as the allowed time for service personnel to arrive at the customer location after notification. For customers within a 75-mile radius of available service locations, contractor will respond within four (4) working hours. Contractor will respond to end user needs within four (4) working hours of notification that unit requires repair for those customers within a 75-mile radius of available service locations. Continued instances of late responses may lead to corrective action.

4. PURCHASE TERMS AND CONDITIONS

A. **ORDERING:** The City of Gig Harbor will issue a Purchase Order for all purchased equipment. This contract will constitute the complete agreement. The order will indicate model with accessories, purchase price, shipping/installation instructions and other pertinent data. The city will not accept proposed terms and conditions that are different from those contained in this RFP.

B. **INSTALLATION**

a. **Terms:** Installation of equipment shall be performed in a professional manner. The premises shall be left in a clean

condition. The city reserves the right to require Contractor to repair all damages and/or provides full compensation as determined by the city. Prior to installation, end users are to be aware of electrical requirements for the requested copier(s). All conversions to the correct power source should be completed prior to arrival of copier. Bidders are to include electrical requirements on price sheet.

- b. Cost: Installation and removal costs shall be included in proposed pricing for equipment offered.
- c. Installation of equipment includes network connectivity capabilities and must be coordinated with the end users internal Information Services (IS) personnel in charge of the computer network to which the copier will be connected.
- d. Connectivity Service Support: Service Support is to be available to coordinate installation with agency personnel and be available to answer questions and concerns on equipment installed. Personnel in charge of the installation of digital equipment must be available to coordinate installation with ordering agency internal staff in charge of the network. Service support, knowledgeable in digital equipment, will be required to provide all necessary maintenance and repair.
- e. Telephone Support: Bidders are to provide a telephone number for service support.

C. TRAINING

Contractor shall provide end users with in-house training within five working days of installation of equipment or as arranged by city personnel. Training to include, but not limited to, standard functional use of machine to networked end users as well as training to any assigned agency personnel to enable them to instruct others.

D. LOANERS

- a. TRANSPORTATION: All transportation, delivery, installation or removal charges of LOANER equipment will be paid by the contractor.
- b. REPAIR: A copier under the maintenance agreement which is non-operational and cannot be repaired within 16 working hours of notification that service is required, will be replaced with a loaner unit until repairs are completed. Loaner equipment does not have to be the same model, but must perform the same functions as the equipment being repaired.

In the case of copiers needing repair, but which are still partially operable, requirements and arrangements for loaner equipment will be made between the contractor and customer. If no agreement can be reached, the State Procurement Officer administering this contract will make the final determination.

- c. NEW EQUIPMENT: If requested equipment cannot be supplied within the contractor's specified delivery time, substitute equipment, of equal or greater performance capabilities must be temporarily installed pending the installation of the requested new equipment.

5. TECHNICAL ADVANCES/UPGRADES

- A. For equipment already in place: During the life of this agreement, the contractor agrees to install, at no additional cost to the end user, all manufacturer's retrofit upgrades within 90 days of the date the upgrade is introduced by the manufacturer.

Any accessories (such as additional RAM added to digital equipment) installed onto purchased equipment will not be considered the start of a new maintenance plan even though monthly costs may have increased or decreased. Cost for accessories that may be added to equipment after installation are to be provided on price sheets.

6. YEAR 2000 COMPLIANCE WARRANTY

Contractor warrants fault free performance in the processing of date and date related data including, but not limited to calculation, comparing, and sequencing by all Equipment and Software provided pursuant to this Contract, individually and in combination, when used in accordance with the product documentation provided by the Contractor. Fault free performance shall include the manipulation of this data when dates are in the 20th or 21st centuries and shall be transparent to the user.

RIGHT TO REJECT PROPOSALS

The City reserves the right to reject any or all proposals, to waive any informalities or irregularities in the proposals received, and to accept that Proposal, which in its judgment, best serves the interest of the City.

Network Environment:

The following is a description of the network environment that the copiers will be required to connect.

Brand of Server: DELL Model: 2550 # of Server Nodes: 5+

Environment: Windows NT 4.x Protocol: TCP/IP
Windows 2000 & Support Active Directory

Topology: Ethernet Media Type: 1000BaseT
100Base T
10Base T

Operating System: Windows 95/98
Windows NT 4.x
Windows 2000 Support Active Directory

IP Address information: IP Address: 2 class C

Email Information: Mail Server hosted offsite (ISP, etc.), MS Outlook

Application Software: Adobe Acrobat ver 5.x
MS Word ver. 2000 - 2002
MS Excel ver. 2000 - 2002
MS PowerPoint 2000 - 2002
MS Publisher 2000 - 2002

Environmental Conditions:

There are many active network interface ports at the location.
There is a dedicated telephone line at the location.
There are ISDN lines at the location (all used)
There are satisfactory power outlets.

Scope of Work Information:

Number of workstations requiring driver installation: 50+
Number of end-user training required for printing/scanning: 50+
Total number of application helpline phone cards required: 0

Copier Requirements:

Vendors are to offer a range of convenience copiers to meet the needs of the individual sites and departments. Copier speed shall range from 13 copies per minute up to 75 copies per minute. Copiers/fax shall be new equipment, and delivery, set-up, network and installation fees shall be included in the bid price. Washington State Sales Tax shall also be included in the total equipment cost.

Each copier shall fall into 1 of 6 categories with minimum requirements as follows:

Category 1 (2 machines)

13 copies per minute
33.6K Fax
Network printing
30 sheet ADF
Photo mode
350 sheets paper requirement
600 x 600 dpi
Energy Saver Mode
Must not exceed these dimensions with all attachments: 20" wide x 19" high

Category 2 (1 machine)

22 pages per minute
50 sheet ADF
Stackless Duplex
100 sheet bypass tray
Batch Feeding
Stapler/Sorter
Printer/Scanner
Touch Panel Screen
Energy Saver Mode
Must not exceed these dimensions with all attachments: 45" wide x 45" high

Category 3 (2 machines)

27 pages per minute
50 sheet ADF
Stackless Duplex
100 sheet bypass tray
Batch Feed Mode
Stapler/Sorter
Printer/Scanner
Touch Panel Screen
Energy Saver Mode
Must not exceed these dimensions with all attachments: 45" wide x 45" high

Category 4 (3 machines)

35 pages per minute

80 sheet ADF

Stackless Duplex

600 x 600 dpi

Auto 2 & 3 hole punch

Batch Feed Mode

Stapler/Sorter

Network Printer/Scanner

Energy Saver Mode

Must not exceed these dimensions: 51" wide

Category 5 (1 machine)

75 pages per minute

1,200 x 1,200 dpi

4,300 sheets paper capacity

Network Printer/Scanner

100 sheet ADF

Auto 2 & 3 hole punch

Tab Sheet Holder

Single pass duplex scanning

Energy Saver Mode

Category 6 (1 machine)

28 pages per minute full color copying

38 pages per minute B&W copying

Network Printer/Scanner

Auto 2 & 3 hole punch

Stapler/Sorter

Energy Saver Mode

Category 7(Fax) (1 machine)

11" x 17" Transmission/Reception

750 sheet paper capacity

75 sheet ADF

Duplex Document Transmission

15 pages per minute printing

1 hr. document memory back up

600 dpi print resolution

Energy Saver Mode

Must not exceed these dimensions: 21" wide x 25" deep x 18" high

Attachment 'A'

PROPOSER'S PERFORMANCE BOND STATEMENT

(Proposer must complete and submit with Proposal)

_____, hereinafter referred to as Contractor, is submitting a bid to the City of Gig Harbor pursuant to the latter's advertisement for bids dated **August 28, 2002** to furnish a **NETWORKED DIGITAL COPY/PRINT SOLUTION**.

Contractor certifies that if he/she is awarded the contract, Contractor has the financial ability to obtain a good and sufficient bond issued by a Surety to the City of Gig Harbor in the sum equal to the amount of 5% of the bid including tax providing for the faithful performance of the contact.

Contractor understands and agrees that if Contractor fails to provide the performance bond, the City of Gig Harbor may reject such proposal and the proposal bond or security submitted with the subject bid may be forfeited.

The Surety requested to issue the performance bond will be:

Surety Company

Contractor hereby authorizes _____ to disclose any information to the City of Gig Harbor concerning Contractor's ability to supply a performance bond in the amount of the Contract.

Contractor / Vendor Company

Signature

print/type name, title

Attachment 'B'

Name of Company submitting proposal: _____

List three references meeting the specifications listed on page two (2) of this document.

1. _____
company name and location

contact person and title

phone number _____ number of machines placed

2. _____
company name and location

contact person and title

phone number _____ number of machines placed

3. _____
company name and location

contact person and title

phone number _____ number of machines placed

Attachment 'C'

Complete the Cost per Copy rate and rate per 36 months categories.

Category	# of Units	CPM	Benchmark Monthly Copy Volumes	Cost Per Copy Rate	Rate x 36 months
One	2	13	3,000/mo		\$
Two	1	22	8,000/mo		\$
Three	2	27	10,000/mo		\$
Four	3	35	15,000/mo		\$
Five	1	75	30,000/mo		\$
Six	1	See specs	2000 color – 3000 B&W		\$

Check yes or no if the equipment proposed meets the specs and complete cost information.

Category 1 (2 machines)	Yes	No
13 copies per minute	_____	_____
33.6K Fax	_____	_____
Network printing	_____	_____
30 sheet ADF	_____	_____
Photo mode	_____	_____
350 sheets paper requirement	_____	_____
600 x 600 dpi	_____	_____
Energy Saver Mode	_____	_____
Meets any dimensions reqs:	_____	_____

Other features (list): _____

Cost per copier: x 2 = \$

Category 2 (1 machine)	Yes	No
22 pages per minute	_____	_____
50 sheet ADF	_____	_____
Stackless Duplex	_____	_____
100 sheet bypass tray	_____	_____
Batch Feeding	_____	_____
Stapler/Sorter	_____	_____
Printer/Scanner	_____	_____
Touch Panel Screen	_____	_____
Energy Saver Mode	_____	_____
Meets any dimensions reqs:	_____	_____

Other features (list): _____

Cost per copier: x 1 = \$

Category 3 (2 machines)	Yes	No
27 pages per minute	_____	_____
50 sheet ADF	_____	_____
Stackless Duplex	_____	_____
100 sheet bypass tray	_____	_____
Batch Feed Mode	_____	_____
Stapler/Sorter	_____	_____
Printer/Scanner	_____	_____
Touch Panel Screen	_____	_____
Energy Saver Mode	_____	_____
Meets any dimensions reqs:	_____	_____
Other features (list):	_____	

Cost per copier: x 2 = \$

Category 4 (3 machines)	Yes	No
35 pages per minute	_____	_____
80 sheet ADF	_____	_____
Stackless Duplex	_____	_____
600 x 600 dpi	_____	_____
Auto 2 & 3 hole punch	_____	_____
Batch Feed Mode	_____	_____
Stapler/Sorter	_____	_____
Network Printer/Scanner	_____	_____
Energy Saver Mode	_____	_____
Meets any dimensions reqs:	_____	_____
Other features (list):	_____	

Cost per copier: x 3 = \$

Category 5 (1 machine)	Yes	No
75 pages per minute	_____	_____
1,200 x 1,200 dpi	_____	_____
4,300 sheets paper capacity	_____	_____
Network Printer/Scanner	_____	_____
100 sheet ADF	_____	_____
Auto 2 & 3 hole punch	_____	_____
Tab Sheet Holder	_____	_____
Single pass duplex scanning	_____	_____
Energy Saver Mode	_____	_____
Meets any dimensions reqs:	_____	_____
Other features (list):	_____	

Cost per copier: x 1 = \$

Category 6 (1 machine)	Yes	No
28 pages per minute full color copying	_____	_____
38 pages per minute B&W copying	_____	_____
Network Printer/Scanner	_____	_____
Auto 2 & 3 hole punch	_____	_____
Stapler/Sorter	_____	_____
Energy Saver Mode	_____	_____
Meets any dimensions reqs:	_____	_____
Other features (list):	_____	

Cost per copier: x 1 = \$

Category 7(Fax) (1 machine)	Yes	No
11" x 17" Transmission/Reception	_____	_____
750 sheet paper capacity	_____	_____
75 sheet ADF	_____	_____
Duplex Document Transmission	_____	_____
15 pages per minute printing	_____	_____
1 hr. document memory back up	_____	_____
600 dpi print resolution	_____	_____
Energy Saver Mode	_____	_____
Meets any dimensions reqs:	_____	_____
Other features (list):	_____	

Cost per fax: x 1 = \$

Total all copiers/fax cost: \$

Washington Sales Tax: \$

Total all equipment: \$

Attachment 'D'

Vendor able to meet Sept. 20th delivery / installation date? Yes ___ No ___

Service Technicians Hewlett Packard and Novell Certified? Yes ___ No ___

Vendor in good standing per requirements listed on page 4 of this proposal? Yes ___ No ___

PROPOSAL COMPLIANCE FORM

Note: Additional copies may be made as necessary.

ACKNOWLEDGMENT OF ADDENDUM: None ___ 1. ___ 2. ___ 3. ___

I hereby certify total compliance with all Sections, including all terms, conditions, and policy requirements (specifications) of this request for proposal except as expressly stated below.

RFP Subsection	Page No.	Comments
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature _____

Print Name _____

ADDENDUM NO. 1

REQUEST FOR PROPOSALS TO FURNISH NETWORKED DIGITAL COPY/PRINT SOLUTION

CITY OF GIG HARBOR

Addendum Number 1 to RFP

Page 1 of 1

Opening Date: Wednesday, September 4, 2002

Acknowledge the receipt of this addendum in the space provided on the Proposal form. Failure to do so may subject the Bidder to disqualification.

THE ABOVE PROPOSAL IS HEREBY CHANGED AS INDICATED BELOW:

Page 4 of 15: Delete "within the last five years." From the fourth paragraph. Sentence to read: Vendor must be in good standing with the same manufacturer, and have had no financial difficulties, including bankruptcies.

Page 9 of 15: Add a 50-sheet ARDF to the Category 6 machine.

Page 9 of 15: change the 75 sheet ADF to a 50 sheet ADF.

Molly Towslee, City Clerk

ADDENDUM NO. 2

REQUEST FOR PROPOSALS TO FURNISH NETWORKED DIGITAL COPY/PRINT SOLUTION

CITY OF GIG HARBOR

Addendum Number 2 to RFP

Page 1 of 1

Opening Date: Wednesday, September 4, 2002

Acknowledge the receipt of this addendum in the space provided on the Proposal form. Failure to do so may subject the Bidder to disqualification.

THE ABOVE PROPOSAL IS HEREBY CHANGED AS INDICATED BELOW:

Page 10 of 15: Attachment 'A'

It has come to my attention that due to the lateness of the RFP, a bid bond could take longer than three days to obtain.

A letter from the bonding or surety company, in fax form, stating that a bond of 5% of the bid shall be submitted prior to the recommendation to Council on Monday, September 9th, attached to Attachment 'A' will be sufficient to satisfy the requirement.

Actual Bond must be received no later 3:30 p.m. on September 9, 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: SANITARY SEWER FACILITIES MAINTENANCE AGREEMENT AND
RESTRICTIVE COVENANT AND EASEMENT AGREEMENT
MCCORMICK RIDGE CONDOMINIUM PROJECT
DATE: SEPTEMBER 9, 2002

INTRODUCTION/BACKGROUND

As a condition of project approval, the Canter Development Company is required to enter into a Maintenance Agreement and Restrictive Covenant for the McCormick Ridge Condominium Development. This will ensure that the sanitary sewer system will be constructed, operated and maintained in accordance with all applicable rules and regulations. The sanitary sewer system is on private property, and the city will not be responsible for the operation and maintenance of this system. This agreement allows the city a nonexclusive right of entry onto those portions of the property in order to access the sanitary sewer system for inspection and monitoring of the system.

The city's standard Sanitary Sewer Facilities Maintenance Agreement and Restrictive Covenant has been drafted and approved by Carol Morris, City Attorney. This covenant will be recorded with the property.

Council approval of this agreement is requested.

FISCAL CONSIDERATIONS

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

RECOMMENDATION

I recommend that City Council approve this agreement.

**SANITARY SEWER FACILITIES MAINTENANCE
AGREEMENT AND RESTRICTIVE COVENANT**

This Sanitary Sewer Facilities Maintenance Agreement and Restrictive Covenant is made this _____ day of SEPTEMBER, 2002, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and HIGH VALLEY INVESTMENTS LLC, residing at 11507 STEELE ST S., TACOMA, WA 98444 (hereinafter the "Declarant").

RECITALS

WHEREAS, Declarant is the owner of fee title or a substantial beneficial interest in certain real property located in Gig Harbor, Washington, commonly described as MCCORMICK RIDGE CONDOS (street address) 12300 CANTERWOOD BLVD., (hereinafter the "Property") and legally described in Exhibit A, which is attached hereto and incorporated herein by this reference; and

WHEREAS, in connection with the Declarant's proposed development of the Property, the City has required and the Declarant has constructed a private sanitary sewer system on the Property; and

WHEREAS, such sanitary sewer system is described and shown on a construction drawing(s) prepared by the engineering firm of C.E.S. NW INC., dated _____ (hereinafter the "Plans"), for the Declarant's Property, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, as a condition of project approval, and/or due to the nature of the development, the sanitary sewer system on the Property is private, and will not be the responsibility of and/or owned, operated and maintained by the City; and

WHEREAS, as a result of said private ownership and responsibility for operation and maintenance, including repair, rehabilitation, replacement, alterations and/or modifications, the parties have entered in to this Maintenance Agreement and Restrictive Covenant, in order to ensure that the sanitary sewer system will be constructed, operated and maintained in accordance with the approved Plans and all applicable rules and regulations;

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

TERMS

Section 1. Property Subject to Covenants. The real property which is now subject to the provisions of this Covenant is the real property within the MCCORMICK RIDGE CONDOS, as legally described in Exhibit A.

Section 2. Definitions. As used in this instrument:

A. The word "plat" refers to the MCCORMICK RIDGE CONDOS, and any other plat or plats, including short plats, covering all real property which may hereafter be made subject to the provisions of this instrument by a written instrument signed by the Declarant, its successors and assigns, in accordance with Sections 6, 7, and 12 below.

B. The word "lot" refers to a lot shown on any plat defined herein, but shall not include any parcel designated as a "tract" on a plat. "Lot" shall include any parcel of land which is separately subjected to this instrument without having been subdivided into two or more parcels by a plat recorded subsequent to the recording of this instrument.

C. The word "Owner" or "Owners" refers to the entity, whether an individual, corporation, joint venture or partnership which is an owner in fee simple or of a substantial beneficial interest (except for mineral estate) in all or any portion of the property in the Plat. A "substantial beneficial interest" shall include both legal and equitable interests in the property.

D. The words "Owners' Association" refer to a nonprofit corporation which may be formed for the purpose of operating and maintaining the facilities described in Exhibit B, or other properties within the Plat which may be independently conveyed by the Declarant or its successors and assigns to an Owners' Association, and to which the Owners' Association may provide other services in order to benefit the owners of property within the plat.

Section 3. Maintenance Obligations. The Declarant, its successors, assigns and/or Owners of an after-acquired interest in the property hereby covenant and agree that they are jointly and severally responsible for the installation, operation, perpetual maintenance, of a sanitary sewer system on the Property, as shown on the Plans attached hereto as Exhibit B. The sanitary sewer system shall be operated, maintained and preserved by the Owner in accordance with the Plans and all applicable ordinances, codes, rules and regulations. The sanitary sewer system shall be preserved in conformance with the Plans until such time as all parties to this Covenant, including the City, agree in writing that the sanitary sewer system should be altered in some manner or eliminated. In the event the sanitary sewer system is eliminated as provided hereinabove, the Owner shall be relieved of operation and maintenance responsibilities. No such elimination of the sanitary sewer system will be allowed prior to the Public Works Director's written approval.

Section 4. Notice to City. The Declarant shall obtain written approval from the Director prior to performing any alterations or modifications to the sanitary sewer system. No part of the sanitary sewer system shall be dismantled, revised, altered or removed, except as necessary for maintenance, including repair, rehabilitation, replacement, alterations, and/or other modifications, except as provided hereinabove.

Section 5. Access. The City shall have the right to ingress and egress over those portions of the Property described in Exhibit A in order to access the sanitary sewer system for inspection and to reasonably monitor the system for performance, operational flows, defects, and/or conformance with applicable rules and regulations.

Section 6. Assignment to an Owners' Association. In the event that an Owners' Association is formed under a Declaration of Covenants, Conditions and Restrictions which includes all of the property in Exhibit A, the Declarant and/or Owners may assign responsibility for installation and perpetual maintenance of the sanitary sewer system to such Owners' Association for so long as the Owners' Association remains in existence and upon the conditions that the Owners' Association assumes all of the obligations, liabilities, covenants and agreements of the Declarant under this Covenant. Such assignment of the Declarant's or Owner's obligations shall be in a duly executed instrument in recordable form, and for so long as such assignment remains effective, the Declarant shall have no further responsibility or liability under this Covenant.

Section 7. Conveyances. In the event the Declarant or any Owner shall convey its substantial beneficial or fee interest in any property contained in the Plat, the conveying Owner shall be free from all liabilities respecting the performance of the restrictions, covenants and conditions in this Covenant; PROVIDED, HOWEVER, that the conveying Declarant or Owner shall remain liable for any acts or omissions during such Declarant or Owner's period of ownership of any property in the Plat.

Section 8. Rights of the City of Gig Harbor.

A. Execution of this Covenant shall not affect the City of Gig Harbor's present or future interest or use of any public or private sanitary sewer system. If the City determines that maintenance is required for the sanitary sewer system, and/or there is/are illegal connection(s) to or discharges into the sanitary sewer system, the Public Works Director or his/her designee shall give notice to the Declarant or Owner(s) of the specific maintenance and/or changes required, and the basis for said required maintenance and/or changes. The Director shall also set a reasonable time in which the Declarant or Owner(s) shall perform such work. If the maintenance required by the Director are not completed within the time set by the Director, the City may perform the required maintenance. Written notice will be sent to the Owner and/or owner(s), stating the City's intention to perform such maintenance, and such work will not commence until at least five (5)-days after such notice is mailed, except in situations of emergency. If, at the sole discretion of the Director, there exists an imminent or present danger to the sanitary sewer system, the City's facilities or the public health and safety, such five (5)-day period will be waived, and the necessary maintenance will begin immediately.

B. In order to assure the proper maintenance of the sanitary sewer system identified in Exhibit B, the City of Gig Harbor shall have the right as provided below, but not the obligation, to maintain the system, if the Declarant or Owner(s) fail to do so, and such failure continues for more than five (5)-days after written notice of the failure is sent to the responsible parties. However, no notice shall be required in the event that the City of Gig Harbor determines that an emergency situation exists in which damage to person or property may result if the situation is not remedied prior to the time required for notice.

C. If the City provides notice in writing, but the Declarant, Owner or Owners' Association fails or refuses to perform any maintenance or operational duties as requested by the City, the City's employees, officials, agents or representatives may enter the property and undertake the necessary maintenance, repair or operational duties to the City's satisfaction. The City's ability to enforce this provision is subject further to the City's right to impose materialmen's and/or laborer's liens and to foreclose upon any and all properties owned by the Declarant and Owner(s).

D. If the City exercises its rights under this Section, then the Declarant, Owner(s) or Owners' Association shall reimburse the City on demand for all reasonable and necessary expenses incurred incident thereto. In addition, the City is hereby given the right, power and authority acting in the name of the Owner's Association to exercise and enforce on behalf of the Association and at the Association's cost, the assessment of dues and charges for such costs and to enforce the Association's lien right for any assessments, due and charges as herein specified. The City shall also be permitted to collect the costs of administration and enforcement through the lien attachment and collection process as is permitted under RCW 35.67, or any other applicable law.

E. In addition to or in lieu of the remedies listed in this Section, if the Declarant, Owners or Owner's Association, after the written notice described in Section 8A above, fails or refuses to perform the necessary maintenance, repair, replacement or modifications, the City may enjoin, abate or remedy such breach or continuation of such breach by appropriate proceedings, and may bring an action against the violator for penalties under the Gig Harbor Municipal Code.

Section 10. Indemnification of City. The Declarant and/or Owners agree to defend, indemnify and hold harmless the City of Gig Harbor, its officials, officers, employees and agents, for any and all claims, demands, actions, injuries, losses, damages, costs or liabilities of any kind or amount whatsoever, whether known or unknown, foreseen or unforeseen, fixed or contingent, liquidated or unliquidated, arising from an alleged defect in the design of the sanitary sewer system as installed by the Declarant, or arising by reason of any omission or performance under this Agreement by the Declarant, its successors and assigns, and/or Owners or Owners' Association, of any of the obligations hereunder.

Section 11. Rights Subject to Permits and Approvals. The rights granted herein are subject to permits and approvals granted by the City affecting the Property subject to this Maintenance Agreement and Covenant.

Section 12. Terms Run with the Property. The promises, conditions, covenants and restrictions contained herein shall constitute a covenant or equitable servitude, the burden and benefit of which shall run with the land and bind successive owners with equitable or legal interests in the property. Accordingly, by its acceptance of a deed or other instrument vesting a substantial beneficial interest in all or any portion of the property of the Plat in such Owner, each Owner shall covenant to be bound by all the obligations incumbent upon an Owner as set forth herein, and shall be entitled to all rights and benefits accruing to an Owner hereunder. This Covenant shall be recorded in the Pierce County Assessor's Office, and shall serve as notice to holders of after-acquired interests in the Plat.

Section 13. Notice. All notices require or permitted hereunder shall be in writing and shall either be delivered in person or sent by certified U.S. Mail, return-receipt requested, and shall be deemed delivered on the sooner of actual receipt on three (3) days after deposit in the mail, postage prepaid, addressed to the City or the Owner at the addresses set forth below:

To the City:

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

To the Declarant:

HIGH VALLEY INVESTMENTS LLC
11507 STEELE ST S
TACOMA, WA 98444

Section 14. Severability. Any invalidity, in whole or in part, of any provision of this Maintenance Agreement and Covenant shall not affect the validity of any other provision.

Section 15. Waiver. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

Section 16. Governing Law, Disputes. Jurisdiction of any dispute over this Maintenance Agreement and Covenant shall be solely with Pierce county Superior Court, Pierce County, Washington. This Maintenance Agreement and Covenant shall be interpreted under the laws of the State of Washington. The prevailing party in any litigation arising out of this Maintenance Agreement and covenant shall be entitled to its reasonable attorneys' fees, costs, expenses and expert witness fees.

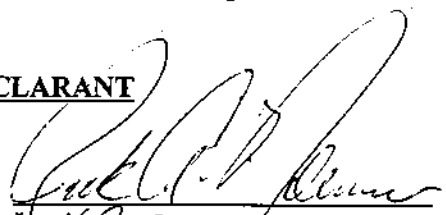
Section 17. Integration. This Maintenance Agreement and Covenant constitutes the entire agreement between the parties on this subject matter, and supersedes all prior discussions, negotiations, and all other agreements on the same subject matter, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Maintenance Agreement and covenant to be executed this _____ day of SEPTEMBER, 2002.

THE CITY OF GIG HARBOR

DECLARANT

By: _____
Its Mayor

By: 
Its V.P. RICK A. NEUMANN
Print Name: RICK A. NEUMANN

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

The North Half of the Southwest Quarter of the Northeast Quarter of Section 25, Township 22 North, Range 1 East, Willamette Meridian, in Pierce County, Washington, Lying Easterly of Gig Harbor-Purdy Road.

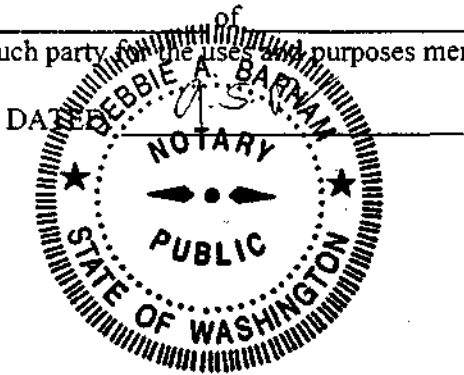
Except Those Portions Deeded to the State of Washington for Primary State Highway No. 14.

Also Except That Portion Condemned by the State of Washington Pursuant to Pierce County Superior Court Cause Number 206549.

Also Except That Portion Conveyed to Pierce County by Deed Recorded Under Recording Number 9401110658.

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

I certify that I know or have satisfactory evidence that RICK NEWMANN 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 _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



D. Barnum
Notary Public in and for the
State of Washington,
Title: NOTARY PUBLIC
My appointment expires: MARCH 2014

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

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

DATED: _____

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

AFTER RECORDING, RETURN TO:

**The City of Gig Harbor
Attn: City Clerk
3105 Judson Street
Gig Harbor, WA 98335**

Document Title: **EASEMENT AGREEMENT**

Grantor: HIGH VALLEY INVESTMENTS LLC

Grantee: City of Gig Harbor

Legal Description: *[insert abbreviated legal description here]*

The complete legal description may be found on page 6 of the document.

Property Tax Parcel No.: 012225-1-020

Reference No. of Documents Assigned or Released: _____

EASEMENT AGREEMENT

THIS INSTRUMENT, executed this date by and between the City of Gig Harbor, a Washington municipal corporation (the "City" herein), and HIGH VALLEY INVESTMENTS LLC [a/an _____ organized under the laws of the State of Washington], as the owners of the within-described property (the "Owners" herein):

WITNESSETH:

WHEREAS, Owners own a fee simple and/or have a substantial beneficial interest in the following real property, commonly known as MCCORMICK RIDGE CONDS, Gig Harbor, Washington 98 _____, and legally described as follows (the "Property" herein):

SEE EXHIBIT A ATTACHED - PROPERTY LEGAL DESCRIPTION

SEE EXHIBIT B ATTACHED - PUBLIC SANITARY SEWER EASEMENT DESCRIPTION

WHEREAS, the City desires an easement for the purpose of monitoring, inspecting, maintaining, operating, improving, repairing, constructing, and reconstructing a PUBLIC SANITARY SEWER SYSTEM WITH LIFT STATION AND FORCE MAIN LINE. _____;

NOW, THEREFORE, the parties hereto agree as follows:

In consideration of one dollar (\$1.00), receipt of which is hereby acknowledged, Owners hereby convey and warrant to the City, a perpetual, nonexclusive easement, under, over, through and across the Property, for the purposes of monitoring, inspecting, maintaining, improving, repairing, constructing, and reconstructing a PUBLIC SANITARY SEWER SYSTEM WITH LIFT STATION AND FORCE MAIN. _____, which easement (the "Easement" herein) is legally described as follows:

This Easement is subject to and conditioned upon the following terms and covenants, which both parties promise to faithfully and fully observe and perform:

1. **Responsibility to Repair Damage.** The City shall, upon completion of any work within the Property covered by the easement, restore the surface of the Easement, and any improvements on the Property not owned by the City, disturbed, damaged or destroyed during execution of the work, as nearly as practicable to the condition they were in immediately before commencement of the work or entry by the City. However, the City shall not be required to restore any such improvements installed and/or constructed on the Easement by the Owners subsequent to execution of this Easement Agreement, and as otherwise provided in paragraph "2" below.

2. **Limitations on Owners.** The Owners shall retain the right to use the surface of the Easement. However, the Owners shall not directly or indirectly have the right to:

- A. Erect or install, or cause to be erected or installed, any buildings, structures, pavement, or facilities within the Easement; or

- B. Plant, or cause to be planted, any additional trees, shrubs, or vegetation with deep root patterns which may cause damage to or interfere with the drainage system located within the Easement; or
- C. Develop, landscape, or beautify, or cause to be developed, landscaped, or beautified, the Easement area in any way that would unreasonably increase the costs to the City of restoring the Easement or restoring any Owner-caused or Owner authorized improvements therein; or
- D. Grant any additional or subsequent easement inconsistent with the rights of the City as granted herein. The City shall make the final determination whether any proposed subsequent easement is inconsistent with the City's Easement.

3. **Notice of Entry.** The Owners, their successors and assigns, shall allow access to the Easement by the City, without the City having to give prior notice of its intent to access the Easement.

4. **Indemnification, Hold Harmless.** The Owners hereby release, covenant not to bring suit and agree to indemnify, defend and hold harmless the City, its officers, officials, employees, agents and representatives from any and all claims, costs, judgments, losses or suits including attorneys' fees, awards or liabilities to any person arising out of or in connection with this Easement, except for injuries or damages caused by the sole negligence of the City.

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 Owners and the City, its officers, officials, employees, agents and representatives, the Owners' liability hereunder shall be only to the extent of the Owners' negligence.

The provisions of this section shall survive the termination of this Easement.

5. **Dispute Resolution and Attorneys Fees.** If any dispute arises between the Owners and the City under any of the provisions of this Easement which cannot be resolved by agreement of the parties, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Easement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party of any such litigation shall be entitled to recover its reasonable attorneys' fees and costs, including any expert witness fees.

6. **Waiver.** No waiver by either party of any term or condition of this Easement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Easement.

7. **Merger.** This Easement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Easement and no prior agreements shall be effective for any purpose.

8. **Severability.** If any of the provisions contained in this Easement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9. **Easement Binding on Successors and Assigns.** This instrument shall be recorded in the records of the Pierce County Auditor at the expense of the Owners and shall inure to the benefit of and be binding upon the Owners, its legal representatives, assigns, heirs and all owners of an after-acquired interest in the Property, and their successors and assigns.

Dated this _____ day of SEPTEMBER, 2002.

CITY OF GIG HARBOR

By: _____
Its _____

OWNERS.


Print Name: RIK A. NEUMANN

Print Name: _____

APPROVED AS TO FORM:

City Attorney

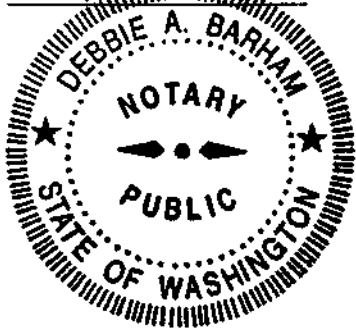
ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF)

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

Dated: 9.5.07



Debbie A. Barham
NOTARY PUBLIC, State of Washington,
residing at: TACOMA, WA
My Commission expires: MARCH 2011

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, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ 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: _____

NOTARY PUBLIC, State of Washington,
residing at: _____
My Commission expires: _____

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

The North Half of the Southwest Quarter of the Northeast Quarter of Section 25, Township 22 North, Range 1 East, Willamette Meridian, in Pierce County, Washington, Lying Easterly of Gig Harbor-Purdy Road.

Except Those Portions Deeded to the State of Washington for Primary State Highway No. 14.

Also Except That Portion Condemned by the State of Washington Pursuant to Pierce County Superior Court Cause Number 206549.

Also Except That Portion Conveyed to Pierce County by Deed Recorded Under Recording Number 9401110658.

EXHIBIT B
PUBLIC SANITARY SEWER EASEMENT DESCRIPTION

That Portion Of The North Half Of The Southwest Quarter Of The Northeast Quarter Of Section 25, Township 22 North, Range 1 East Of The Willamette Meridian Described As Follows:

Commencing At The Southeast Corner Of The North Half Of The Southwest Quarter Of The Northeast Quarter Of Said Section 25; Thence Along The East Line Of Said North Half North 02°24'20" East, 99.34 Feet To The True Point Of Beginning; Thence North 87°16'55" West, 43.71 Feet; Thence North 64°46'55" West, 82.65 Feet; Thence North 42°16'55" West, 29.41 Feet; Thence North 02°43'05" East, 43.82 Feet; Thence North 87°16'55" West, 345.72 Feet; Thence South 07°02'07" West, 126.15 Feet; Thence South 17°14'35" West, 18.54 Feet; Thence South 09°03'37" West, 25.84 Feet; Thence North 81°05'05" West, 18.00 Feet; Thence North 09°03'37" East, 44.04 Feet; Thence North 51°53'53" East, 7.99 Feet; Thence North 07°02'07" East, 133.87 Feet; Thence South 87°16'55" East, 374.63 Feet; Thence South 02°43'05" West, 52.60 Feet; Thence South 42°16'55" East, 20.21 Feet; Thence South 64°46'55" East, 76.68 Feet; Thence South 87°16'55" East, 40.65 Feet To The East Line Of The North Half Of The Southwest Quarter Of The Northeast Quarter Of Said Section 25; Thence Along Said East Line South 02°24'20" West, 15.00 Feet To The True Point Of Beginning.

Containing 11,154 Square Feet, More Or Less.

Situate In Pierce County, State Of Washington

C.E. SWW INC.

CIVIL ENGINEERING & SURVEYING

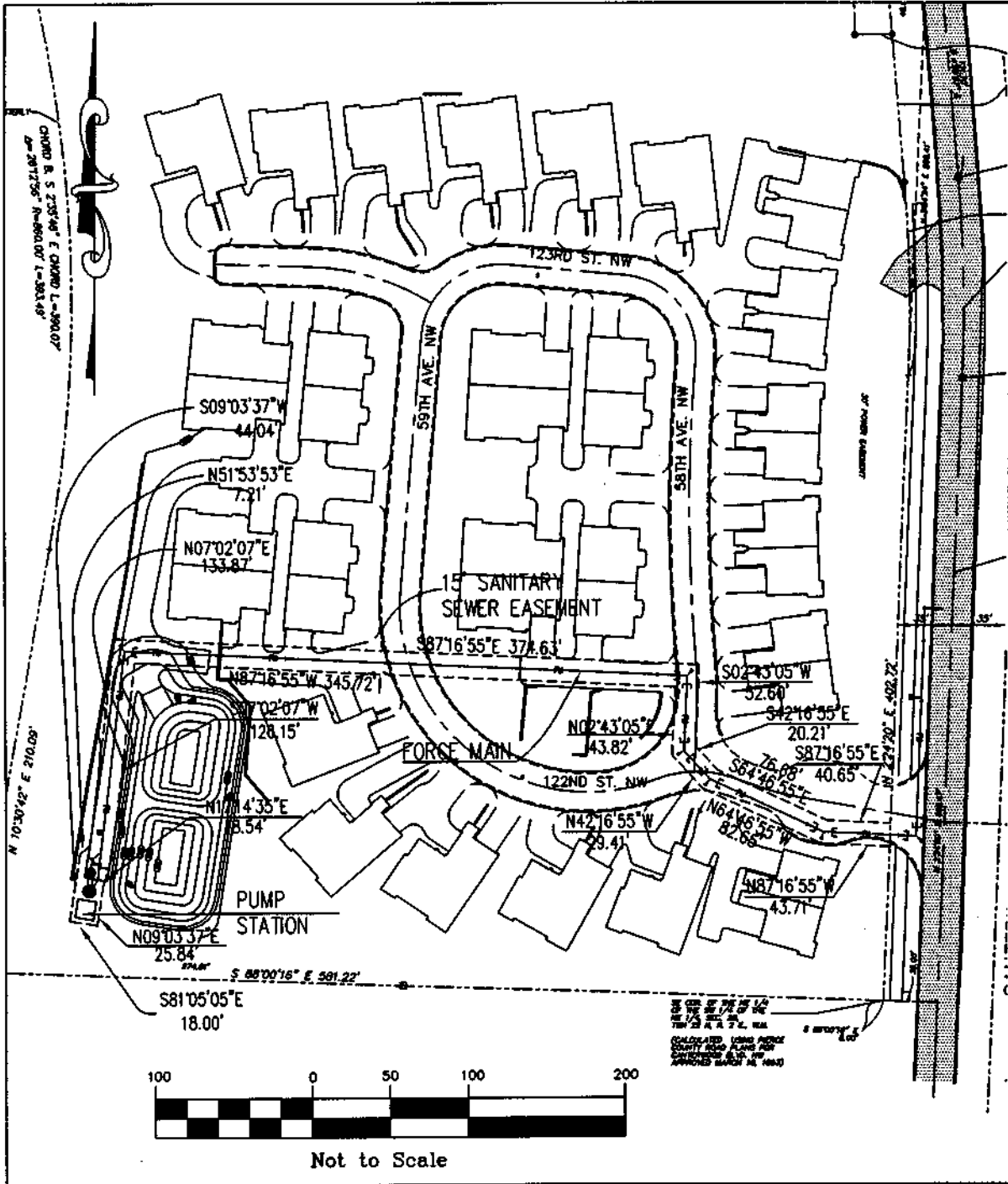
5308 12th Street East, Suite B Bur: (208) 922-1822
P.O. Box 96424 Fax: (208) 922-1864

MCCORMICK RIDGE CONDOMINIUMS

PUBLIC SEWER EASEMENT EXHIBIT C

COMMIT

C



LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20021231

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 GIG HARBOR GASOLINE LLC	CENTRAL 76 3718 56TH ST GIG HARBOR WA 98335 0000	081604	GROCERY STORE - BEER/WINE
2 KU ACQUISITION CORPORATION	FRED MEYER MARKET PLACE 5500 OLYMPIC DR BLDG B GIG HARBOR WA 98335 0000	076448	GROCERY STORE - BEER/WINE
3 HARVESTER GIG HARBOR, INC.	HARVESTER RESTAURANT 5601 SOUNDVIEW DR GIG HARBOR WA 98335 0000	366707	SPIRITS/BR/WN REST LOUNGE +
4 KKLD, INC.	UDDENBERG'S THRIFTWAY #277 3110 JUDSON AVE GIG HARBOR WA 98335 0000	362719	GROCERY STORE - BEER/WINE

RECEIVED

SEP 6 2002

CITY OF GIG HARBOR

Attention:

Enclosed is a listing of liquor licensees presently operating establishments in your jurisdiction whose licenses expire on DECEMBER 31, 2002. Applications for renewal of these licenses for the upcoming year are at this time being forwarded to the current operators.

As provided in law, before the Washington State Liquor Control Board shall issue a license, notice regarding the application must be provided the chief executive officer of the incorporated city or town or the board of county commissioners if the location is outside the boundaries of an incorporated city or town.

Your comments and recommendations regarding the approval or disapproval for the enclosed listed licensees would be appreciated. If no response is received, it will be assumed that you have no objection to the reissuance of the license to the applicants and locations listed. In the event of disapproval of the applicant or the location or both, please identify by location and file number and submit a statement of all facts upon which such objections are based (please see RCW 66.24.010(8)). If you disapprove then the Board shall contemplate issuing said license, let us know if you desire a hearing before final action is taken.

In the event of an administrative hearing, you or your representative will be expected to present evidence in support of your objections to the renewal of the liquor license. The applicant would presumably want to present evidence in opposition to the objections and in support of the application. The final determination whether to grant or deny the license would be made by the Board after reviewing the record of the administrative hearing.

If applications for new licenses are received for persons other than those specified on the enclosed notices, or applications for transfer of licenses are received by the Board between now and DECEMBER 31, 2002, your office will be notified on an individual case basis.

Your continued assistance and cooperation in these licensing matters is greatly appreciated by the Liquor Control Board.

LESTER C. DALRYMPLE, Supervisor
License Division
Enclosures

MAYOR OF GIG HARBOR
3105 JUDSON ST
GIG HARBOR, WA 98335



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 *ms*
SUBJECT: SKANSIE BROS. PROPERTY PURCHASE AND SALE AGREEMENT
DATE: SEPTEMBER 4, 2002

INFORMATION/BACKGROUND

Attached is the purchase and sale agreement for the acquisition of the Skansie Brothers property. The agreement is a city milestone. City Attorney Carol Morris will discuss the specific terms of the agreement. Finance Director Dave Rodenbach will discuss the budget implications.

RECOMMENDATION

Staff recommends approval of the agreement as presented.

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement") is entered into this 5 day of September, 2002, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "Purchaser" or "City") and the estate of Vincent Skansie, and the estate of Antone Skansie (hereinafter collectively called the "Seller");

WHEREAS, Seller is the owner of that certain real property with improvements consisting of a residence, detached garage and marine-oriented outbuilding located at 3207 Harborview Drive, in Gig Harbor, Washington, more particularly described in Exhibit A, attached hereto and made a part hereof by this reference (the "Property"); and

WHEREAS, the Seller desires to sell the property upon the terms and conditions set forth herein; and

NOW, THEREFORE, for and in consideration of Ten Dollars and no cents (\$10.00), the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Purchase and Sale of the Property. Upon the terms and conditions hereinafter set forth, Seller agrees to sell and Purchaser agrees to purchase the Property described in Exhibit A, together with:

- a. All rights, licenses, privileges, easements, rights-of-way (herein referred to collectively as the "Rights");
- b. The marine-oriented outbuilding on the Property;
- c. The residence and detached garage on the Property, which upon Closing may immediately become subject to a lease as provided in Section 10 herein, and
- d. All of Seller's right, title and interest in and to any street or road abutting the Property, if any.

2. Purchase Price and Manner of Payment for the Property.

2.1 Purchase Price. The total purchase price for the Property (the "Purchase Price") shall be Two Million, Eight Hundred and Eighty Thousand Dollars and No Cents (\$2,880,000.00). Eight Hundred Thousand Dollars (\$800,000.00) shall be payable at Closing less the earnest money paid to the Seller after execution of this Agreement by both parties. The earnest money shall be Thirty Thousand Dollars (\$30,000.00). The remaining balance shall be due in one hundred and twenty equal monthly installments of Twenty One Thousand Eight Hundred and Sixty Dollars (\$21,860.00), payable on the last day of the each month following

closing. The first payment will be due November 30, 2002 and each month thereafter until the final payment, which is due on October 31, 2012. The City reserves the right to pay the outstanding balance at anytime prior to the deadline for the final payment without incurring any pre-payment penalty or fee of any kind, however defined. The City shall issue a promissory note to the Seller for the remaining balance secured with a deed of trust on the Property.

2.2 Prorations. Any prorations as determined in Section 6 herein shall be reflected in the amount paid to the Seller at Closing.

2.3 Closing Date for Property. The closing of the purchase and sale of the Property shall be held no later than October 31, 2002, in the office of the Escrow Agent. The escrow agent shall be Chicago Title of Tacoma, WA. The Seller agrees to maintain the Property and its improvements in their present condition, normal wear and tear excepted, until Purchaser is entitled to Possession at Closing. In the event that this sale cannot be closed by the date provided herein due to the unavailability of either party, the Escrow Agent, or financing institution to sign any necessary document, or to deposit any necessary money, because of the interruption of available transport, strikes, fire, flood, or extreme weather, governmental relations, incapacitating illness, acts of God, or other similar occurrences, the Closing Date shall be extended seven (7) days beyond cessation of such condition, but in no event more than fourteen (14) days beyond the Closing as provided herein without the written agreement of the parties. The Purchaser and the Seller may agree in writing to extend closing at any time or change the escrow agent.

3. Deliveries at Closing of Property. At Closing, Seller shall convey to Purchaser good and marketable fee simple title to the Property and all improvements thereon, by statutory warranty deed (the "Deed"), duly executed and in recordable form and insurable as such by Chicago Title Company, Tacoma, Washington, on an ALTA form B Owner's form of title insurance policy, or if Purchaser so desires and pays any additional premium, an ALTA Extended Policy (the "Title Policy"). Title to the Property shall be conveyed by Seller to Purchaser free of all liens, leases and encumbrances other than the Permitted Exceptions, as defined in Section 12 hereof: Seller shall deliver to Purchaser at Closing the following documents (all of which shall be duly executed and acknowledged where required and, unless otherwise agreed, deposited with the Escrow Agent): (a) the Deed; (b) the Title Policy, or the irrevocable commitment of the title insurer in writing to Purchaser to deliver same in a form satisfactory to Purchaser; (c) a standard owner's affidavit, evidence of Seller's authority to sell the Property and proof of the power and authority of the individuals executing and delivering the instruments and certificates described herein to act for and bind the party which they purport to represent, and such other instruments and documents, such as lien waivers, etc., as shall be reasonably necessary for the consummation of the sale and conveyance or which shall reasonably be required by Purchaser's title insurer as a condition to its insuring Purchaser's good and marketable fee simple title to the Property, free and clear of any exceptions (including, without limitation, the "standard printed exceptions") other than the Permitted Exceptions; and (d) such other documents, if any, as maybe reasonably requested by the Purchaser to enable the Purchaser to consummate and close the transactions contemplated by this Agreement pursuant to

the terms and provisions and subject to the limitations hereof. The parties shall execute a real estate excise tax affidavit showing that the Property was acquired for a public use under threat of condemnation.

4. **Possession and Use.** Possession of the Property shall be delivered by Seller to Purchaser at the Closing. Immediately after the Closing the Seller may enter into the lease attached hereto as Exhibit B (hereinafter the "Lease"), to lease the property described therein from the Purchaser, all as described in Section 11 of this Agreement and the Lease (attached hereto as Exhibit B). The City agrees to use this property as a park for the benefit of the citizens of Gig Harbor and to name the park after the Skansie Brothers.

5. **Closing Costs Relating to the Property.** The expenses of Closing shall be paid as follows: (a) the full cost of securing the title insurance policy for Purchaser referred to herein shall be paid by Purchaser; (b) the cost of recording the Deed to Purchaser shall be paid by Purchaser; (c) all other expenses of escrow and recording fees as mentioned herein shall be paid by Purchaser. Each party shall pay the fees and expenses of their own legal and other advisors, except as otherwise specifically agreed to herein. Encumbrances to be discharged by Seller to provide clear title or to correct any condition noted on a hazardous materials inspection report for the Property shall not be expenses of escrow.

6. **Prorations.** The following items shall be prorated between Purchaser and Seller as of midnight the day immediately preceding the Closing Date; such prorations favoring Purchaser shall be credited against the Purchase Price payable by Purchaser at Closing and such prorations favoring Seller shall be payable by Purchaser at Closing in addition to the cash portion of the Purchase Price payable by Purchaser at Closing:

6.1 Any applicable city, state and county ad valorem taxes for the calendar year of Closing based on the ad valorem tax bill for the Property, if then available, for such year, or if not, then on the basis of the ad valorem tax bill for the Property for the immediately preceding year. Taxes for all years prior to the calendar year of Closing shall be paid by Seller at or prior to Closing;

6.2 Utility charges, including water, telephone, cable television, garbage, storm drainage, sewer, electricity and gas, and maintenance charges, if any, for sewers. In conjunction with such prorations, Purchaser will notify, or cause to be notified, all utilities servicing the Property of the change of ownership and direct that all future billings be made to Seller (as Lessee under the Lease to be executed at the time of Closing) at the address of the Property, with no interruption of service. Purchaser shall use its best efforts to procure final meter readings for all utilities as of the Closing Date and to have such bills rendered directly to Seller. Any utility deposits previously paid by Seller shall remain the property of Seller, and to the extent necessary for Seller to receive such payments, Purchaser shall pay over such amounts to Seller at Closing and take assignment of such deposits;

6.3 Said prorations shall be based on the actual number of days in each month and twelve (12) months in each calendar year. Any post closing adjustment due either party shall be promptly made;

6.4 The parties shall reasonably agree on a final prorations schedule prior to Closing and shall deliver the same to Escrow Agent. Based in part on the prorations statement, Escrow Agent shall deliver to each party at the Closing a closing statement containing a summary of all funds, expenses and prorations passing through escrow.

7. **Conditions Precedent to Purchaser's Obligation to Close.** Purchaser's obligation to acquire the Property shall be conditioned upon the satisfaction, or waiver by Purchaser of the following conditions: (a) approval of this Agreement by the Gig Harbor City Council; (b) receipt and approval by the Gig Harbor City Council of the title report referenced in Section 12 herein and the real property transfer disclosure statement required by RCW 64.06.030; (c) inspection by the City for Hazardous Substances, receipt and approval by the Gig Harbor City Council of the Hazardous Substances report from the City's Consultant; (d) completion by Seller of all deliveries required of Seller prior to the Property Closing; (e) that there has been no breach by Seller of any of the warranties and/or covenants of this Agreement; (f) that the Purchaser receives verification of final court approval of the Sale prior to the Closing Date and the Purchaser does not notify Seller of its intent to rescind this Agreement pursuant to section 10.2. If the Sellers obtain a court order permitting the sale, but any document is filed in court by Seller, any person or entity claiming ownership of the Property who has not executed this Agreement, or a third party objecting to the court order, stating an intent to appeal from or appealing from the court order, the Purchaser has the option of rescinding this Purchase and Sale Agreement within two weeks after the Purchaser receives notice of such filing from the Seller. In the event that these conditions precedent to the Sale do not occur for any reasons, and the Purchaser elects to rescind this Agreement, the Purchaser shall be entitled to immediately receive a full refund of its Earnest Money and all interest accrued.

8. **Conditions Precedent to Seller's Obligation to Close.** Seller's obligation to sell the Property shall be conditioned upon the estate of Antone Skansie receiving a court order from the Pierce County Superior Court permitting the sale.

9. **Seller's Covenants.**

9.1 **Right of Inspection.** At all times prior to Closing Seller shall (a) permit Purchaser and such persons as Purchaser may designate to undertake such investigations and inspections of the Properties (including, without limitation, physical invasive testing) as Purchaser may in good faith require to inform itself of the condition or operation of the Property and (b) provide Purchaser with complete access to Seller's files, books and records relating to the ownership and operation of the Property, including, without limitation, contracts, permits and licenses, zoning information, during regular business hours upon reasonable advance notice. Seller agrees to cooperate in connection with the foregoing and agrees that Purchaser, its agents, employees,

representatives or contractors shall be provided promptly upon request such information as shall be reasonably necessary to examine the Property and the condition thereof:

9.2 Encumbrances. At no time prior to Closing shall Seller encumber the Property or any portion thereof with encumbrances, liens or other claims or rights (except such as may exist as of the date hereof) unless (a) such encumbrances are necessary and unavoidable, in the reasonable business judgment of Seller, for the conduct of Seller's use of the Property (which in no case shall include mortgages, deeds of trust or other voluntary security interests), (b) Seller discloses the same to Purchaser in writing and (c) Seller covenants to remove (and does remove) the same prior to Closing. Seller agrees to provide Purchaser evidence of lien releases in connection with any liens on the Property prior to the Closing Date. Seller agrees to immediately file all necessary documents with any court of competent jurisdiction to notify all parties with potential interests in the Property of the pending sale. Seller agrees to immediately provide copies of all documents it has filed in court to the Purchaser, and to provide Purchaser with copies of all responding documents filed by any third party, or anyone claiming to be an owner of the Property, whether such documents demonstrate that this person or entity has no objection to the sale, objects to the sale in any way, appeals or states an intent to appeal the sale.

9.3 Material Changes. Seller shall: (a) promptly notify Purchaser of the occurrence of any fact, circumstance, condition or event that would cause any of the representations made by Seller in this Agreement no longer to be true or accurate and (b) deliver to Purchaser any notices of violation of law received by Seller prior to Closing.

9.4 Additional Improvements. Seller shall not enter into any agreements regarding additional improvements to be made to the Property following the Effective Date and prior to Closing, without the prior approval from Purchaser.

9.5 Compliance with Applicable Law. Seller agrees that it will not permit or cause, as a result of any intentional or unintentional act or omission on the Seller's part, or on the part of any agent of the Seller, or any third party, any release or further release of Hazardous Substances on the Property.

10. Seller's Representations and Warranties. Seller hereby represents and warrants to Purchaser as follows:

10.1 Title to Property. Seller owns fee simple title to the Property, free and clear of all restrictions, liens, easements, mortgages, covenants, exceptions and restrictions of any kind, Uniform Commercial Code financing statements, security interests, and other encumbrances, except for the Permitted Exceptions (as described in Section 12).

10.2 Subsequent Lawsuits. Seller acknowledges that there are persons or entities who may object to the sale of the Property, who may request that the court prohibit such sale or who may attempt to appeal from a court decision allowing such sale. Seller acknowledges that the Purchaser may not be willing to become involved in litigation involving the sale of the Property,

and that if any litigation arises as a result of the proposed sale, the Purchaser has the option to rescind the Purchase and Sale Agreement, as provided above and obtain a complete refund of the Earnest Money within five working days' of the Purchaser's demand. Seller represents and warrants that it has provided the City with full disclosure as to the nature and extent of claims against the Property that could be made by any one, whether it could be a person or entity claiming to be one of the heirs and devisees of Vincent Skansie or the heirs and devisees of Antone Skansie, or any third party claiming any interest, right or title in the Property.

10.3 Hazardous Substances on the Property.

10.3.1 Definitions. (a) "Hazardous Substances" means any hazardous, toxic or dangerous substance, waste or materials that are regulated under any federal, state or local law pertaining to environmental protection, contamination remediation or liability. The term includes, without limitation, (i) any substances designated a "Hazardous Substance" under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), the Model Toxics Control Act (Chapter 70.105D RCW), the Hazardous Waste Management Act (Chapter 70.105 RCW), and regulations promulgated there under, as these statutes and regulations shall be amended from time to time, and (ii) any substances that, after being released into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or indirectly by ingestion through the food chain, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer and/or genetic abnormalities in humans, plants or animals. For the purposes of this definition, the term "Hazardous Substances" includes, but is not limited to, petroleum chemicals, asbestos-containing material and lead paint. (b) "Release" means any intentional or unintentional entry of any hazardous substance into the environment, including but not limited to, air, soils, surface water and ground water.

10.3.2 Absence of Hazardous Substances. To the best of Seller's knowledge, there has been no release or disposal of any substance or material on the Property, generation, storage or disposal of which is regulated under the Comprehensive Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., or any comparable law, regulation, ordinance or order of any governmental body, including, but not limited to any law, regulation ordinance or order relating to the above ground or underground discharge of hydrocarbons, and no previous owner has stored, generated or disposed of any such material on the Property. There is not constructed, placed, deposited, stored, disposed of or located on the Property (i) any PCBs or transformers, capacitors, ballasts or other equipment which contains dielectric fluid containing PCBs; or (ii) any insulating material containing urea formaldehyde; and the Property is not subject to a hazardous condition due to the present of an electromagnetic field within or affecting the Property.

10.3.4 Violations. Seller has not received any notice of and is not aware of any actual or alleged violation with respect to the Property of any federal, state or local statute, ordinance, rule, regulation or other law pertaining to Hazardous Substances and no action or proceeding is pending before or appealable from any court, quasi-judicial or administrative agency relating to Hazardous Substances emanating from, cause by or affecting the Property.

10.3.5 Underground Storage Tanks. To the best of Seller's knowledge, warrants that the Property contains no underground storage tanks for the storage of fuel oil, gasoline, and/or other petroleum products or byproducts.

10.4 Utilities and Assessments. All water, sanitary sewer, telephone, electric, storm drainage gas and other utilities required for the use and operation of the Property enter the Property through adjoining public streets or through easements which benefit and run with title to the Property. Storm water from the Property is discharged from the Property so as not to create any nuisance to or violate the rights of, any other landowners. No assessments have been made against the Property that are unpaid, whether or not they have become liens.

10.5 Boundary Lines of Property. To the best of Seller's knowledge, the improvements on the Property are located entirely within the boundary lines of the Property, and to the best of Seller's knowledge there are no disputes concerning the location of the lines and corners of the Property.

10.6 Litigation. Seller has no actual knowledge of any, and there is no actual or pending litigation or proceeding by any organization, person, individual or governmental agency against Seller with respect to the Properties or against the Properties. There are no outstanding claims on Seller's insurance policies, which relate to the Property. Seller has not received any notice of any claim of noncompliance with any laws, from any governmental body or any agency, or subdivision thereof bearing on the construction of the Improvements, the landscaping or the operation, ownership or use of the Property.

10.7 Authorization. Seller has the full right and authority to enter into this Agreement and consummate the sale, transfers and assignments contemplated herein; and each of the persons signing this Agreement and any other document or instrument contemplated hereby on behalf of Seller is authorized to do so. All of the documents executed by Seller which are to be delivered to Purchaser at Closing are and at the time of Closing will be duly authorized, executed, and delivered by Seller, are and at the time of Closing will be legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms.

10.8 Liens. All expenses in connection with the construction of the Property and any reconstruction and repair of the Property have been fully paid, such that there is no possibility of any mechanics' or materialmen's liens being asserted or filed in the future against the Property in respect of activities undertaken prior to Closing.

10.9 Defects. Seller has not failed to disclose in full any physical defect or condition of disrepair whether concealed or visible, with respect to the Property of which Seller has knowledge.

10.10 True and Accurate Representations. No representation or warranty of Seller contained in this Agreement contains or at Closing will contain an untrue statement of material fact, or omits or at Closing will omit to state a material fact necessary to make the statements and facts contained therein not misleading. If any event or circumstance occurs which renders any of Seller's representations or warranties herein untrue or inaccurate in any material respect, then Seller shall notify Purchaser of the event or circumstance when Seller becomes aware of it.

Seller will refrain from taking any action, which would cause any of the foregoing representations and warranties to become incorrect or untrue at anytime prior to the date of Closing. At the Closing, Seller shall reaffirm and restate such representations and warranties, subject to disclosure of any changes in facts or circumstances, which may have occurred since the date hereof. Such restated representations and warranties shall survive the Closing. If any change in any foregoing representation is a material change, and Seller does not elect to cure all such material changes prior to Closing then notwithstanding anything herein to the contrary, Purchaser, at its sole option, may either (a) close and consummate the acquisition of the Property pursuant to this Agreement, reserving any and all necessary action to specifically enforce Seller's obligations hereunder; or (b) terminate this Agreement by written notice to Seller, and neither of the parties hereto shall have any rights or obligations hereunder whatsoever, except such rights or obligations that, by the express terms hereof, survive any termination of the Agreement.

11. Execution of Lease for Residence and Attached Garage and Marine Oriented Outbuilding. At Closing, Peter Skansie may lease a portion of the Property for his own use only, under the terms and conditions in the Lease (attached hereto as Exhibit B). The Lease shall terminate upon the death of Peter Skansie, if he has chosen to execute the lease at Closing and has occupied the Residence since Closing. In no event may the Residence and/or Attached Garage and/or Marine Oriented Outbuilding be subleased by Peter Skansie after Closing. The area subject to the Lease shall be legally described in the Lease. The existing fence between the park and the Residence will be moved parallel to the existing fence line fifty (50) feet to the south toward the structures on the Property, thereby allowing public use of the fenced section for the duration of the lease.

12. Title Examination and Objections.

12.1 Title Review. Seller shall cause Chicago Title Company (the "Title Company") to furnish to Purchaser, at Purchaser's expense, a title insurance commitment, on an ALTA approved form for the Property (the "Title Report") for the full amount of the purchase price and provide it to Purchaser on or before September 30, 2002. The Seller acknowledges that the title report it submitted to the City prior to the execution of this Agreement is not an Owner's Policy, nor is it for the purchase price of the Property. Purchaser shall have fifteen (15) days after

receipt of such Title Report to conduct an examination of Seller's title to the Property and to give written notice to Seller of any title matters, which affect title to the Property and which are unacceptable to Purchaser (the "Title Objections"). If Purchaser fails to object to any matter which is of record as of the date hereof prior to the expiration of such fifteen (15) day period, then, except with respect to any security instrument or lien affecting the Property, Purchaser shall be deemed to have waived its right to object to any such matter and all of such matters shall be deemed a permitted title exception for purposes of this Agreement (collectively, with those matters described in this Section, the "Permitted Exceptions").

12.1.1 After Purchaser's initial examination of Seller's title to the Property, Purchaser may re-examine title and may have surveys prepared or updated at any time and from time to time up to and through the Closing Date and may give Seller notice of any additional Title Objections disclosed thereby which were not of record or described in the Title Report on the record date of Purchaser's initial examination. Upon receipt from the Purchaser of a written notice of any Title Objection, together with a copy thereof the Seller shall, within fifteen (15) days of receiving such notice, provide written notice to Purchaser that Seller (a) will satisfy or correct, at Seller's expense, such Title Objection, or (b) refuses to satisfy or correct, in full or in part, such Title Objection, stating with particularity which part of any Title Objection will not be satisfied. The above notwithstanding, Seller may not refuse to satisfy security interests, liens or other monetary encumbrances affecting the Properties. As to those Title Objections which Seller agrees to satisfy or cure, or is required to satisfy or cure, Seller shall, on or before the Closing Date, (i) satisfy, at Seller's expense, security interests, liens or other monetary encumbrances affecting the Property (and all of Seller's obligations under or relating to each of the foregoing), and (b) satisfy or correct, at Seller's expense, all other Title Objections affecting the Property.

12.2 Failure to Cure. In the event that Seller fails to satisfy or cure any Title Objection of which it is notified, whether such Title Objection appears in the Title Report or not, or whether or not Seller has provided timely written notice that it refuses to satisfy or correct such objections, then on or before the Closing Date, the Purchaser shall by written notice to the Seller elect one of the following:

12.2.1 To accept Seller's interest in the Property subject to such Title Objections, in which event such Title Objections shall become part of the Permitted Exceptions, and to close the transaction contemplated hereby in accordance with the terms of this Agreement, provided that in the event any such Title Objections results from a breach by Seller of the covenants contained herein, a monetary charge or lien, or from a Title Objection other than a monetary charge or lien for which Seller has not given timely notice of its refusal to satisfy or correct, (a) such acceptance by Purchaser of Seller's interest in the Property shall be without prejudice to Purchaser thereafter seeking monetary damages from Seller for any such matter which Seller shall have failed to so correct, and (b) if such Title Objection is a monetary charge or lien which can be satisfied or cured by the payment of a liquidated sum of money, Purchaser may cause such Title Objection to be so cured or satisfied by paying the same out of the Purchase Price to be paid; or

12.2.2 To terminate this Agreement in accordance with the provisions herein; provided however, that if the Purchaser elects to terminate this Agreement because of the existence of any Title Objection which results from a breach by Seller of its covenants herein, or any other Title Objection which Seller is required to satisfy or correct, Purchaser's cancellation shall be without prejudice to any other rights of the Purchaser herein.

12.3 Removal of Liens. Notwithstanding anything to the contrary herein contained, Seller covenants and agrees that at or prior to Closing Seller shall (a) pay in full and cause to be cancelled all loan security documents which encumber the Property as of the date hereof and as of the Closing Date, and (b) pay in full and cause to be cancelled and discharged or otherwise bond and discharge as liens against the Properties all mechanics' and contractors' liens which encumber the Property as of the date hereof or which maybe filed against the Property after the date hereof and on or prior to the Closing Date. In the event Seller fails to cause such liens and encumbrances to be paid and canceled at or prior to Closing, Purchaser shall be entitled to pay such amount to the holder thereof as may be required to pay and cancel same, and to credit against the Purchase Price the amount so paid.

12.4 Section 12.1 notwithstanding, Purchaser may not object to the following title matters, which shall be considered "Permitted Exceptions": (a) real property taxes or assessments due after Closing; (b) easements consistent with Purchaser's intended use of the Property, (c) reserved oil and/or mineral rights; (d) rights reserved in federal patents or state deeds; and (e) governmental building and land use regulations, codes, ordinances and statutes.

13. Default.

13.1 By Seller. In the event of a default by Seller, Purchaser shall, in addition to any other remedy Purchaser may have, including Specific Performance, be entitled to immediately cancel this Agreement and receive a refund of its earnest money deposit and interest, provided, however, Purchaser may, at its option, waive any default by Seller and proceed with the purchase of the Property.

13.2 By Purchaser. In the event of any default by Purchaser, prior to the close of escrow, Seller's sole remedy shall be to terminate the escrow and Purchaser's right to purchase the Property and receive the earnest money deposited by Purchaser hereunder and interest thereon as liquidated damages.

13.3 General. If a party (the "Defaulting Party") fails or refuses to perform its obligations under this Agreement or if the sale and purchase of the Property contemplated by this Agreement is not consummated on account of the Defaulting Party's default hereunder, then Escrow Agent shall (after receiving notice from the non-Defaulting Party and then giving the Defaulting Party ten (10) days' prior written notice) refund any monies deposited by the non-defaulting party, and return any documents deposited with the Escrow Agent by the non-Defaulting Party, on demand, without prejudice to any other legal rights or remedies of the non-Defaulting Party hereunder. In the event Seller is the Defaulting Party hereunder, Purchaser

shall have, in addition to any right or remedy provided hereunder, the right to seek specific performance of this Agreement, or other equitable remedies against Seller in the event that Seller wrongfully fails or refuses to perform any covenant or agreement of Seller hereunder.

14. Condemnation or Destruction.

14.1 Condemnation. Seller hereby represents and warrants that Seller has no knowledge of any action or proceeding pending or instituted for condemnation or other taking of all or any part of the Property by friendly acquisition or statutory proceeding by any governmental entity other than the City of Gig Harbor, Washington. Seller agrees to give Purchaser immediate written notice of such actions or proceedings that may result in the taking of all or a portion of the Property. If, prior to Closing, all or any part of the Properties is subject to a bona fide threat or is taken by eminent domain or condemnation, or sale in lieu thereof, then Purchaser, by notice to Seller given within twenty (20) calendar days of Purchaser's receiving actual notice of such threat, condemnation or taking by any governmental entity other than the City of Gig Harbor, Washington, may elect to terminate this Agreement. In the event Purchaser continues or is obligated to continue this Agreement, Seller shall at Closing assign to Purchaser its entire right, title and interest in and to any condemnation award. During the term of this Agreement, Seller shall not stipulate or otherwise agree to any condemnation award without the prior written consent of Purchaser.

14.2 Damage or Destruction. Prior to Closing the risk of loss of or damages to the Property by reason of any insured or uninsured casualty shall be borne by Seller.

14.3 Termination. If this Agreement is terminated or rescinded, neither party hereto shall have any further rights or obligations under this Agreement whatsoever, except for such rights and obligations that, by the express terms hereof, survive any termination of the Agreement.

15. Indemnification.

15.1 Seller's Indemnification. Seller shall indemnify and defend Purchaser including its elected officials, officers, managers, employees and agents) and hold it harmless from and against any material claim, loss, liability and expense, including attorneys' fees and court costs (collectively "Claims") incurred by Purchaser on account of (a) claims by persons or entities other than Purchaser arising out of or in connection with the ownership, operation of maintenance of the Property by Seller, or any fact, circumstance or event which occurred prior to the Closing Date, including the release, threatened release or existence of Hazardous Substances on the Property; and (b) claims resulting from or arising directly or indirectly, in whole or in part, out of the breach of any representation, warranty, covenant or agreement of Seller contained in this Agreement. Notwithstanding any language to the contrary in this Agreement, Seller agrees to indemnify, defend and hold Purchaser harmless from and against any and all claims, liabilities, losses, penalties, remediation costs and expenses (including attorneys' and consultants' fees and costs) that Purchaser may incur, or have asserted against it as a result of

Seller's breach of the warranties in this Agreement. At Purchaser's option, Seller shall promptly undertake any remediation required as a result of such breach at Seller's expense.

15.2 **Purchaser's Indemnity.** Purchaser shall indemnify and defend Seller (including its officers, officials, employees and agents) and hold it harmless from and against any material claim, loss, liability and expense, including reasonable attorneys' fees and court costs (collectively, "Claims") incurred by Seller on account of Claims resulting from or arising directly or indirectly, in whole or in part, out of the breach of any representation, warranty, covenant or agreement of Purchaser contained in this Agreement.

16. **Assignment.** Neither party shall be entitled to assign its right, title and interest herein to any third party without the written consent of the other party to this Agreement. Any approved assignee shall expressly assume all of the assigning party's duties, obligations, and liabilities hereunder but shall not release the assigning party from its liability under this Agreement.

17. **Representations Regarding Brokers.** Seller and Purchaser each represent and warrant to the other that neither has employed, retained or consulted any broker, agent or finder in carrying on the negotiations in connection with this Agreement or the purchase and sale referred to herein.

18. **Notices.** All notices, demands, and any and all other communications which may be or are required to be given to or made by either party to the other in connection with this Agreement shall be in writing and shall be deemed to have been properly given if delivered by hand, sent by fax, sent by registered or certified mail, return receipt requested, or sent by recognized overnight courier service to the addresses set out below or at such other addresses as specified by written notice and delivered in accordance herewith. Any such notice, request or other communication shall be considered given or delivered, as the case maybe, on the date of hand, fax or courier delivery or on the date of deposit in the U.S. Mail as provided above. However, the time period within which a response to any notice or request must be given, if any, shall commence to run from the date of actual receipt of such notice, request, or other communication by the addressee thereof.

SELLER: Estate of Vincent Skansie
c/o Michael Skansie, personal representative
16114 B Street East
Tacoma, WA 98445

Estate of Antone Skansie
c/o S. Alan Weaver, administrator with will annexed
Eisenhower & Carlson, PLLC
1200 Wells Fargo Plaza
1201 Pacific Avenue
Tacoma, WA 98402

With a copy to: Robert D. Pentimonti, Attorney for Michael Skansie
Williams, Kastner & Gibbs PLLC
1301 A Street, Suite 900
Tacoma, WA 98402

PURCHASER: The City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335
Attn: Mark Hoppen, Administrator
Phone (253) 851-8136
Fax: (253) 851-8563

With a copy to: Carol A. Morris, City Attorney
Law Office of Carol A. Morris, P.C.
321 Bromley Place N.W.
Bainbridge Island, WA 98110
Phone: (206) 780-3502
Fax: (206) 780-3507

19. Miscellaneous.

19.1 Governing Law and Construction. This Agreement shall be construed and interpreted under the laws of the State of Washington. The titles of sections and subsections herein have been inserted as a matter of convenience or reference only, and shall not control or affect the meaning or construction of any of the terms or provisions herein. All references herein to the singular shall include the plural, and vice versa.

19.2 Counterparts. This Agreement maybe executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

19.3 Rights, Powers and Privileges. Except as expressly provided under the terms of this Agreement, all rights, powers and privileges conferred hereunder upon the parties shall be cumulative but not restrictive of those given by law.

19.4 Waiver. No failure of either party to exercise any power given either party hereunder or to insist upon strict compliance by either party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

19.5 Time. Time is of the essence in complying with the terms, conditions and agreements of this Agreement.

19.6 Entire Agreement. This Agreement contains the entire Agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect.

19.7 Survival. Each of the covenants, agreements, representations and warranties herein shall survive the Closing and shall not merge at Closing with any deed, bill of sale or other document of transfer.

19.8 Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

19.9 Time Periods. If the Time period by which any right, option or election provided under this Agreement must be exercised or by which any acts or payments required hereunder must be performed or paid, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period shall be automatically extended to the close of business on the next regularly scheduled business day.

19.10 Severability. If a court of competent jurisdiction invalidates a portion of this Agreement, such invalidity shall not affect the remainder.

19.11 Modifications. Any amendment to this Agreement shall not be binding upon any of the parties to this Agreement unless such amendment is in writing duly executed by each of the parties affected thereby.

19.12 Attorneys' Fees. If Purchaser or Seller institute suit concerning this Agreement, the prevailing party or parties is/are entitled to court costs and reasonable attorneys' fees. The venue of any suit shall be in Pierce County, Washington.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized representatives on the dates indicated below, to be effective as of the date and year first above written.

PURCHASER:

CITY OF GIG HARBOR

By: _____
Its Mayor

SELLER:

ESTATE OF VINCENT SKANSIE

By: Michael Skansie
Michael Skansie, Personal Representative

ESTATE OF ANTONE SKANSIE

By: S. Alan Weaver
S. Alan Weaver, ~~Personal Representative~~
administrator with will annexed

ATTEST:

City Clerk, Molly Towslee

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY

Carol A. Morris

EXHIBIT A

**LEGAL DESCRIPTION
SKANSIE BROTHERS PROPERTY**

Parcel A (#R7650000110):

LOT 18 OF SKANSIE ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 13 OF PLATS AT PAGE 42, IN GIG HARBOR, PIERCE COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF VACATED CARRS INLET COUNTY ROAD ADJOINING, WHICH UPON VACATION ATTACHED TO SAID PREMISES BY OPERATION OF LAW.

Parcel B (#R0221082019):

COMMENCING AT THE NORTHWEST CORNER OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN;
THENCE EASE 1,835 FEET TO THE EAST LINE OF BURNHAM HUNT COUNTY ROAD AND THE TRUE POINT OF BEGINNING;
THENCE CONTINUE EAST 161.54 FEET TO THE MEANDER CORNER;
THENCE SOUTH 71°00' EAST 87.72 FEET;
THENCE SOUTH 32°00' WEST 212.58 FEET TO THE EASTERLY LINE OF SAID BURNHAM HUNT COUNTY ROAD;
THENCE NORTH 32°50' WEST 243 FEET, MORE OR LESS TO THE POINT OF BEGINNING, IN GIG HARBOR, PIERCE COUNTY, WASHINGTON.

TOGETHER WITH SECOND CLASS TIDELANDS, AS CONVEYED BY THE STATE OF WASHINGTON, SITUATE IN FRONT OF, ADJACENT TO OR ABUTTING THEREON.

Parcel C (#R0221082020):

COMMENCING AT THE GOVERNMENT MEANDER CORNER ON THE SOUTH SHORE OF GIG HARBOR BORDERING BETWEEN SECTIONS 5 AND 8, IN TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN;
THENCE SOUTH 71°00' EAST 87.72 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 71°00' EAST 61.55 FEET;
THENCE SOUTH 32°00' WEST 254.65 FEET, MORE OR LESS, TO THE EASTERLY LINE OF BURNHAM HUNT COUNTY ROAD;
THENCE NORTH 32°50' WEST 66.03 FEET;
THENCE NORTH 32°00' EAST 212.58 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH SECOND CLASS TIDELANDS, AS CONVEYED BY THE STATE OF WASHINGTON, SITUATE IN FRONT OF, ADJACENT TO OR ABUTTING THEREON.

EXHIBIT B

LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter referred to as "Lessor"), and Peter Skansie; a single man (hereinafter referred to as "Lessee"), whose address is: 3207 Harborview Drive, Gig Harbor, Washington.

WHEREAS, Peter Skansie resides in the property located at 3207 Harborview Drive, which includes a residence and detached garage to the City of Gig Harbor (the "Property" hereinafter), which is legally described in Exhibit A, attached hereto and by this reference incorporated herein; and

WHEREAS, as a condition of such sale, Peter Skansie desire to lease a portion of the Property (which includes the residence and detached garage only, the "Premises" hereinafter) from the City after Closing of the sale; and

WHEREAS, the City has no immediate use for the Premises, which are legally described in Exhibit C, attached hereto and by this reference incorporated herein; and

WHEREAS, as part of the parties' negotiations for the purchase of the Property, the City has agreed to lease back the portion of the Property defined herein as the Premises to Peter Skansie, under the terms and conditions of this lease; Now, Therefore,

For and in consideration of the mutual promises herein, the parties agree as follows:

1. **LEASE.** The Lessor agrees to lease to the Lessee that portion of the Property commonly known as 3207 Harborview Drive, Gig Harbor, Washington (hereinafter the 'Premises'), which is legally described in Exhibit C, attached hereto and incorporated herein by this reference.
2. **USE.** The Premises are to be used by the Lessee solely for his own residential use, and not for any other purpose. The Lessee may not assign or sublet the Premises or any portion thereof.
3. **ALTERATIONS.** The Lessee shall not make any alterations, additions or improvements on the Premises without the prior written consent of the Lessor. If the Lessee performs any alteration, or install any improvement on the Premises with the consent of the Lessor, such work shall be at the Lessee's own expense, and Lessee shall comply with all laws, ordinances, rules and regulations of all public authorities with jurisdiction. Lessee further agrees to save and hold the Lessor harmless from any damage, loss or expense arising out of the said work. Lessees further agrees not to allow any liens to be filed against the Premises, but in the

event they are, to remove all liens and encumbrances arising as a result of said work. Nothing in this section shall prohibit the Lessee's repair of the Premises, as long as Lessee obtains the Lessor's prior written consent.

4. CARE OF PREMISES. The Lessee will at all times during the term of the Lease, maintain the Premises to substantially comply with any applicable code, statute, ordinance or regulation governing its maintenance or operation, and make all repairs and arrangements necessary to put and keep the Premises in good and habitable condition. The Lessee shall undertake these responsibilities at their own cost and expense, and the Lessor shall not be called upon to pay for any repairs, alterations, additions or improvements to the Premises.

5. LEASE NOT SUBJECT TO LANDLORD TENANT ACT. Because this is a lease of a single family dwelling for a period of more than one year, it is not subject to the Landlord Tenant Act, chapter 59.18 RCW. As required by RCW 59.18.415, Lessee's attorney shall approve this exemption by subscribing such approval on the last page of this Lease.

6. ACCESS. The Lessee shall allow the Lessor, its officials, employees, and agents free access at all reasonable times to the marine-oriented out building. Further, the Lessor shall at all times have the right of ingress and egress to and from the Premises and adjacent property; provided that such right will not in any manner interfere with the Lessee's use of the Premises.

7. HAZARDOUS MATERIALS. Lessee agrees that he will not, nor will he allow any third party to use, generate, place, store or dispose of any Hazardous or Toxic Material, on, under, about or within the Premises in violation of any statute, code, regulation, or ordinance of any public authority with jurisdiction. As used in this section, "Hazardous Materials" shall be as defined in the Purchase and Sale Agreement executed by the parties for sale of the Premises and related Property to the Lessor, which is incorporated herein by reference.

8. LEASE AMOUNT. The monthly Lease amount is \$1,000 or \$12,000 annually, for the term of this Lease. This Lease amount has been included in the price paid by the Lessor to purchase the Property and the Premises subject to the Lease, and the Lessee is not required to make any additional Lease payments. Because this amount has been negotiated by the parties as part of the purchase price for the Property and Premises, the Lessee shall not be entitled to any refund of any Lease payments or portions thereof under any circumstances, including, without limitation, the Lessee's death, stays in nursing homes or hospitals, or vacation of the Premises prior to the expiration of the Lease Term.

9. UTILITIES. The Lessee hereby covenants and agrees to pay all the charges for heat, electricity, water, sewer, phone, cable, garbage collection, and all other public utilities which shall be used in or charged against the Premises during the term of this Lease.

10. LEASEHOLD TAXES. The Lessee shall pay promptly, and before they become delinquent, all taxes on this Lease, merchandise, personal property or improvements on the Premises, whether existing on the Premises at the time of the execution of this Lease or any time during the term of the Lease.

11. **TERM.** The term of this Lease shall commence on the date of execution and shall terminate upon the death of Peter Skansie, if he has chosen to execute the lease at Closing and has occupied the Premises since Closing.

12. **INDEMNIFICATION AND WAIVER.** Lessee agrees to defend, indemnify, and hold the City, its officers, officials, employees and volunteers (defined as "Lessor" herein) harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or in connection with the performance of this Lease, except for injuries or damages caused solely by the negligence of the Lessor. In the event of liability for injuries or damages which are the result of the concurrent negligence of the Lessor and Lessee, each party shall be responsible only to the extent of their own negligence.

In addition to the above, the Lessee shall provide a waiver of right of subrogation releasing and relieving the Lessor from responsibility and waiving the entire claim or right of recovery for any loss or damage to the Premises, any of Lessee's improvements placed on the Premises, any personal property located anywhere on the Premises, or any other loss sustained by the Lessee, including earlier termination of this Lease by destruction of the Premises through natural causes or reasons not the fault of the Lessor, and whether any such loss is insured or not and irrespective of the cause of such loss.

Lessee hereby agrees and acknowledges that any loss of Lessee's property, including the leased improvements on the Premises, and/or loss of Lessee's personal property, is the responsibility of the Lessee. If, for any reason, the leased improvements on the Premises are destroyed or otherwise become uninhabitable, the Lessor shall not be obligated to rebuild the improvements, nor shall the City be obligated to make any payments to Lessee related to such loss or the remaining term of the Lease.

13. **INSURANCE.** The Lessor has and will maintain insurance against claims for injuries to persons or damages to property, including the leased Premises. In the event of any casualty or loss, the Lessor shall be entitled to the proceeds of its insurance. The Lessee shall be responsible to purchase and maintain sufficient insurance to cover his obligations under this Agreement, as well as any insurance for personal property or the contents of the Residence and Detached Garage.

14. **FIRE AND OTHER CASUALTY.** In the event that the Premises are destroyed or damaged by fire, earthquake, or other casualty not the fault of the Lessor, and any damage is to such an extent as to render the Premises untenable by the Lessee in whole or in substantial part, Lessor shall have the option to terminate this Lease immediately without further liability or obligation to Lessee. The decision whether the Premises are untenable shall be made by the City, after discussion with the Lessee as to the feasibility of repair. If the City decides to allow Lessee to repair the Premises, all such repairs shall be done at Lessee's cost and under the provisions of paragraph 3 of this Lease. If the repairs are covered by casualty insurance carried by the City, the City agrees to reimburse Lessee for the repair costs.

15. CITY'S OPERATION OF PARK, LESSEE'S RELEASE. The Lessee acknowledge that after execution of this Lease, the Lessor will open to the public the remainder of the Property described in the Purchase and Sale Agreement signed by the parties, for park purposes. The Lessee's further acknowledge that the City's acquisition of the Property (which includes the Premises), was for the purpose of acquiring additional property for a waterfront park. The operation of a park adjacent to the premises may create certain impacts affecting the Premises, including, but not limited to, noise, traffic, and other impacts related to the close proximity of public recreational activities to the Premises.

Lessee agrees to indemnify, hold harmless and defend the City, its elected officials, officers, employees, agents and representatives, from and against any and all claims, actions, suits, liability, loss, costs, expenses, damages of any nature whatsoever, including costs and attorneys' fees, which are caused by or arise out of any condition which exist on the Property after Closing, or which arises out of the Lessee's enjoyment of the Premises leased hereunder. Further, Lessee agrees to release and hold harmless the City, its officers, officials, employees, agents and representatives, from and against any and all claims, actions, suits liability, loss, cost, expenses and damages of any nature whatsoever, including costs and attorneys' fees for any past and/or future cause of action relating to this Lease, the real property subject to this Lease, or the Lessee's enjoyment of the Premises, including, but not limited to, inverse condemnation, nuisance or trespass, for the City's operation, maintenance of the Property as a park, or for the City's acquisition, use or maintenance of the Premises.

Lessee further agrees that in the event that such impacts affect their quiet enjoyment of the Premises to such a degree that they no longer wish to inhabit the Premises, the Lessor shall not be required to pay any money or reimburse any Lease Amounts relating to the remaining lease term.

16. MODIFICATION, WAIVER. No waiver, alteration or modification of any of the provisions of this Lease shall be binding unless in writing and signed by a duly authorized representative of the parties.

17. ENTIRE AGREEMENT. The written provisions of this Lease shall supersede all prior verbal statements of any officer or representative of the Lessor, and such statements shall not be effective or be construed as entering into, forming a part of, or altering in any manner whatsoever, this Lease. The entire agreement between the parties with respect to the subject matter of this Lease is contained herein, the Purchase and Sale Agreement executed by the parties and the Exhibits attached to those documents.

18. NON-WAIVER OF BREACH. The failure of the Lessor to insist upon strict performance of any of the covenants and agreements contained in this Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenant, agreement or option, or any other covenant, agreement or option.

19. **ASSIGNMENT AND SUBLETTING.** The Lessee shall not, under any circumstances whatsoever, assign or sublet this Lease.

20. **DISPUTES, GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Washington. Venue and jurisdiction of any dispute as to the terms of this Lease shall be with Pierce County Superior Court, Pierce County, Washington.

21. **ATTORNEYS' FEES.** The prevailing party in any action or proceeding brought to enforce this Lease shall be entitled to recover its reasonable attorneys' fees, costs and expenses in connection with such action or proceeding from the other party.

22. **NOTICES.** Notices required to be in writing under this Lease shall be sent by registered or certified mail as follows:

Peter Skansie
3207 Harborview Drive
Gig Harbor, WA 98335

City of Gig Harbor
Attn: City Administrator
3105 Judson Street
Gig Harbor, WA 98335

With a copy to: Carol Morris, attorney for Lessor City
Law Office of Carol A. Morris, P.C.
321 Bromley Place N.W.
Bainbridge Island, WA 98110

23. **SEVERABILITY.** If any section or provision of this Lease shall be held by a court of competent jurisdiction to be unenforceable, this Lease shall be construed as though such section or provision had not been included in it, and the remainder of this Lease shall be enforced as the expression of the parties' intentions. If any section or provision of this Lease is found to be subject to two constructions, one of which would render such provision or section invalid and one of which would render such section or provision valid, then the latter construction shall prevail.

IN WITNESS WHEREOF, the parties have executed this instrument, on the day and year first above written.

LESSOR:

LESSEE:

The City of Gig Harbor

By: _____
Its Mayor

By: _____
Peter Skansie

ATTEST:

City Clerk
APPROVED AS TO FORM:

City Attorney

APPROVAL OF EXEMPTION UNDER RCW 59.18.415:

_____ as attorney for Lessee herein, approves this Lease as exempt from the Landlord Tenant Act, chapter 59.18 RCW, as a lease of a single family dwelling for a period of more than one year.

Attorney for Lessee

STATE OF WASHINGTON)
)
COUNTY OF PIERCE) ss.

I certify that I know or have satisfactory evidence that _____, is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the _____ 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: _____, 2002.

(print notary's name)
Notary Public in and for the State of Washington,
residing at _____
My commission expires: _____

STATE OF WASHINGTON)
)
COUNTY OF PIERCE) ss.

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

Dated: _____, 2002.

(print notary's name)
Notary Public in and for the State of Washington,
residing at _____
My commission expires: _____

EXHIBIT C

**LEGAL DESCRIPTION OF
LEASED PREMISES**

That portion of Parcel B (#R0221082019) including the personal residence and associated garage, but not including marine outbuilding, tidelands, and open space.

Parcel B (#R02212082019) in its entirety is legally described as follows:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN;
THENCE EASE 1,835 FEET TO THE EAST LINE OF BURNHAM HUNT COUNTY ROAD AND THE TRUE POINT OF BEGINNING;
THENCE CONTINUE EAST 161.54 FEET TO THE MEANDER CORNER;
THENCE SOUTH 71°00' EAST 87.72 FEET;
THENCE SOUTH 32°00' WEST 212.58 FEET TO THE EASTERLY LINE OF SAID BURNHAM HUNT COUNTY ROAD;
THENCE NORTH 32°50' WEST 243 FEET, MORE OR LESS TO THE POINT OF BEGINNING, IN GIG HARBOR, PIERCE COUNTY, WASHINGTON.

TOGETHER WITH SECOND CLASS TIDELANDS, AS CONVEYED BY THE STATE OF WASHINGTON, SITUATE IN FRONT OF, ADJACENT TO OR ABUTTING THEREON.



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: SHOOTING SPORTS FACILITIES ORDINANCE
DATE: SEPTEMBER 4, 2002

INFORMATION/BACKGROUND

Attached is a draft ordinance prepared at the request of the City Council by the City Attorney for the licensing and regulation of shooting sports facilities. The ordinance articulates a licensing procedure similar to other city licensing procedures, but with particular characteristics and requirements unique to shooting sports facilities.

RECOMMENDATION

After City Council members and all interested parties have had time to review the format of this proposed ordinance, staff recommends that the City Council schedule a public hearing on the ordinance, followed by a public City Council workshop if necessary.

ORDINANCE NO. _____

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

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

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

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

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

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

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

**CHAPTER 5.12
SHOOTING SPORTS FACILITIES**

Sections:

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

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

- A. “Administrator” means the Administrator of the City of Gig Harbor, or his/her designee.
- B. “Public Safety Authority” means the Gig Harbor Police Department and Pierce County Fire District No. 5, or delegate agencies as named by the Gig Harbor Police Chief or the Gig Harbor Fire Marshal.
- C. “Operator” means the operating license applicant, and any of its officers, directors, partners, or owners.
- D. “Range” means any individual or group of firing positions for a specific shooting type.
- E. “Range Master” or “Range Officer” means a person or persons trained and appointed by the operators of a shooting sports facility to oversee the safe discharge of shotguns, rifles or handguns in accordance with the safety specifications of this chapter and any additional safety specifications that may be adopted by the operators of the shooting sports facility.

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

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

5.12.040 License required.

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

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

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

5.12.060 Application procedure.

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

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

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

2. The name, address and telephone number of the facility;

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

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

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

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

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

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

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

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

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

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

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

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

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

5.12.080 License approval or denial.

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

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

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

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

5.12.100 Effect of License approval.

A. The shooting sports facility operating license issued under this chapter shall authorize only those shooting types that have been specifically

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

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

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

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

5.12.120 Operating without a license prohibited.

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

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

5.12.140 Denial, suspension or revocation of license.

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

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

5.12.160 License Renewal.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Outdoor shooting sports facilities located adjacent to residentially-zoned property

Monday through Friday	_____ a.m. to ____ p.m.
Saturday	_____ a.m. to ____ p.m.
Sunday	_____ a.m. to ____ p.m.

Outdoor shooting sports facilities located adjacent to property zoned business

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

Shooting sports facilities located adjacent to property zoned commercial or industrial

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

P. No alcohol, non-prescription narcotics, or other non-prescription controlled substances shall be permitted on or in use at any shooting sports facility during any time that the facility is open for shooting.

Q. The use of steel targets at a shooting sports facility is strictly prohibited.

R. No automatic weapons or multiple projectile rounds may be used at a shooting sports facility unless under the control and use of a licensed official of the United States, State of Washington, or a political subdivision of the State of Washington in an official capacity; provided, that multiple projectile rounds customarily associated with shotgun use, e.g., buckshot and birdshot, may be used if the downrange area guidelines for such use set forth in the latest edition of "the Rand Source Book" (National Rifle Association of America: Fairfax, Virginia), or its successor, are met on that portion of the facility where the rounds are used and the facility has been licensed for shotgun use as provided in this Chapter.

S. All shooting sports facilities are required to have fencing surrounding the entire property a minimum of six feet in height. This does not apply to indoor ranges.

T. Every operator of a shooting sports facility must possess comprehensive general liability insurance against liability for damages on account of bodily injury or property damage arising out of the activities authorized by any license issued under this Chapter. The comprehensive general liability insurance must be maintained in full force and effect throughout the duration of the license. The minimum coverage amount required is one million dollars for each occurrence (bodily injury and property damage) combined single limit. This specified insurance amount

is the minimum deemed necessary by the City to justify issuance of a license for a shooting sports facility and in no way represents a determination by the City that this amount of insurance is adequate to protect the owners and operators of shooting sports facilities from claims or to protect members of the public who may be harmed by the activities authorized by the license. Operators of shooting sports facilities are encouraged to assess their own risk and to obtain additional liability insurance if they deem it necessary.

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

5.12.220 Complaint process.

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

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

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

3. investigate, through the use of the Administrator's staff, the Public Safety Authority, any other appropriate City department or

personnel, and/or consultants or investigators, the allegation(s) in the written complaint and the response submitted by the shooting sports facility operator;

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

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

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

D. If the Administrator concludes that the complaint is accurate, that it discloses a violation of this chapter, and that the operator has not proposed or effectively implemented measures or procedures to correct any violations of this chapter, the Administrator shall initiate the revocation procedure set forth in GHMC Section 5.01.130.

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

5.12.240 Hiring and paying for consultants and investigators.

A. The Administrator may hire consultants and investigators to:

1. review license applications and license renewals under this chapter;
2. inspect properties on which applications for licenses and license renewals have been made under this chapter;

3. inspect facilities licensed under this chapter to determine if they comply with this chapter and approved licenses and plans;

4. investigate, in cooperation with the Gig Harbor Police Department, complaints, incidents and reports of injury or endangerment of persons or property, or of rounds escaping the facility;

5. review and investigate proposals to bring facilities into compliance with the chapter.

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

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

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

E. Notwithstanding the participation of other City departments and City personnel, and notwithstanding any information or advice received from any consultant, the Public Safety Authority shall retain full authority for determining whether a shooting sports facility is in compliance with this Chapter and any other applicable City ordinance/resolution and State law.

In exercising that authority, the Public Safety Authority may consider expert consultant advice, professional knowledge, and any or all other information available regarding shooting ranges and shooting sports facilities, but shall not be bound by any such advice, knowledge, or information in any specific case.

5.12.260 Appeals.

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

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

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

PASSED by the Gig Harbor City Council and the Mayor of the City of Gig Harbor this ___ day of June, 2002.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

DRAFT – August 26, 2002

APPROVED AS TO FORM:

By: _____
CAROL A. MORRIS, CITY ATTORNEY



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*
DATE: SEPTEMBER 3, 2002
SUBJECT: RESOLUTION OPPOSING INITIATIVE 776

INFORMATION/BACKGROUND

This resolution declares the City's opposition to Initiative 776 (I-776) and is presented at the request of Councilmember Dick.

I-776 will appear on the November ballot. It proposes to limit motor vehicle license fees for cars and light trucks 8,000 lbs. or less to \$30 per year by lowering state license fees for light trucks, repealing \$15 local vehicle license fees, and repealing transit local motor vehicle excise tax (MVET) authority for high capacity transportation.

POLICY/FISCAL CONSIDERATIONS

Each year the City faces increasing demands for services while the costs to maintain existing services are also increasing. I-776, if approved, will cost the city approximately \$53,000 in 2003 and \$55,000 in 2004. Estimated cost to the City through 2008, if I-776 is approved, is \$340,000.

Revenues lost due to Initiative 747 are estimated as follows: \$122,000 in 2003; \$191,000 in 2004; and cumulative foregone revenue of \$1,419,000 for 2002-2007.

Combined revenues not realized due to Initiatives 747 and 776 total \$1,759,000 for calendar years 2002 through 2008.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DECLARING THE COUNCIL'S OPPOSITION TO INITIATIVE 776 WHICH LIMITS THE MOTOR VEHICLE LICENSE FEES TO THIRTY DOLLARS (\$30.00).

WHEREAS, local governments like Gig Harbor are reeling from the effects of a succession of recent anti-tax initiatives; and

WHEREAS, this fall, the voters of the State of Washington will consider yet another initiative, Initiative 776, which would further erode local taxing authority and reduce local revenues; and

WHEREAS, Initiative 776 would require vehicle license tab fees to be thirty dollars, and reduce the annual license fee on small trucks (8,000 or less pounds) to thirty dollars, thereby resulting in a revenue loss to the state motor vehicle fund which helps pay for state transportation projects that benefit cities and towns; and

WHEREAS, Initiative 776 would repeal the statute that allows counties (and certain qualifying cities) to impose a fifteen dollar local option vehicle license fee, which is currently imposed in Douglas, King, Pierce and Snohomish Counties, a portion of the proceeds of which are distributed to cities within these counties on a per capita basis, and required to be used for transportation purposes; and

WHEREAS, Initiative 776 would repeal Sound Transit's authority to impose a voter approved Motor Vehicle Excise Tax (MVET) of up to 0.8% (Sound Transit currently imposes a 0.3% MVET, which was approved by the voters residing in the Sound Transit's regional transit authority - King, Pierce and Snohomish Counties, making up approximately 20% of Sound Transit's current budget; and

WHEREAS, Initiative 776 would allow voters statewide to overrule decisions of locally elected officials and local voters (Under I-776 voters across the entire State of Washington are being asked to repeal \$15 vehicle license fees enacted by the commissioners of King, Pierce Snohomish and Douglas Counties); and

WHEREAS, in the case of Sound Transit MVET, I-776 would undo the actions of citizens in Pierce, King and Snohomish Counties that voted to tax themselves in order to support the system; and

WHEREAS, in Gig Harbor, the estimated revenue loss after adoption of I-776 would be \$340,000 over the next five years; and

WHEREAS, the types of services that would be reduced or eliminated as a result of this revenue loss include Parks and Recreation, Street Maintenance, Community Development, Public Safety and Municipal Court services.

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

For all of the above reasons, the City Council opposes Initiative 776.

RESOLVED by the City Council this day of , 2002.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____

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: STEPHEN T. MISIURAK, P.E., CITY ENGINEER *Stm*
SUBJECT: EQUIPPING WELL NO. 6 PROJECT, CWP 0006
- CHANGE ORDER NO. 1
DATE: SEPTEMBER 9, 2002

INTRODUCTION/BACKGROUND

This change order provides for the redeveloping of the well and is a necessity to placing the pump and well into service.

In order to enter the new Well No. 6 into service, start up pump testing was performed in early August to evaluate pump performance. Upon initial pumping, an inordinate amount of fine sand mixed with water was withdrawn from the well. Upon continued pumping, the sand water mixture continued at a constant rate throughout the duration of the 1-hour test. The volume of sand withdrawn from the well is unacceptable and is harmful to the operation of the new submersible pump. In order to determine the origin of the excessive sand, the entire 600-foot deep well was videotaped. Video revealed a sand buildup within the bottom six feet of the well and the sanding problem is most likely attributable to the well never being placed into production from its original constructed date some ten years ago.

In order to remove the sand from the well, the well must be cleaned or redeveloped. Redeveloping a well consists of mobilizing a drill rig onsite, removing the sand from the well through the use of a surge block and bailer, installing a sacrificial test pump, and pumping the water until it flows clean and sand free. Once the well has been redeveloped, the permanent pump can be placed into final production.

Execution of this change order grants an additional five working day time extension to the contract time, revised the total contract time to 165 working days.

Council approval is requested to execute Change Order No. 1 as outlined above.

POLICY/FISCAL CONSIDERATIONS

This change order is necessary to place Well No. 6 into production, and sufficient funds exist within the 2002 water-operating fund.

RECOMMENDATION

I recommend Council authorize execution of Change Order No. 1 for Equipping Well No. 6 in the amount of Eleven Thousand Three Hundred Eighty-two Dollars and zero cents (\$11,382.00), and authorization of a five working day time extension.

CITY OF GIG HARBOR
PUBLIC WORKS DEPARTMENT

Sheet <u>1 of 2</u>	CHANGE ORDER	Change Order Number <u> 1 </u>
Date <u>9/4/02</u>		
<input checked="" type="checkbox"/> ORDERED BY ENGINEER/CITY UNDER TERMS OF SECTION 12.01 OF THE SUPPLEMENTARY CONDITIONS. <input type="checkbox"/> CHANGE PROPOSED BY CONTRACTOR. <input type="checkbox"/> OTHER: CHANGE MUTUALLY AGREED BETWEEN THE CITY AND THE VENDOR.	<u>Equipping Well #6 Project</u> CONTRACT NO.: _____ CITY PROJECT NO.: <u>CWP - 0006</u>	
ENDORSED BY: <u>Pape and Sons Construction, Inc.</u> <small>COMPANY NAME</small> <small>SIGNATURE</small> <u>9-5-2</u> <small>DATE</small> TITLE: <u>PROJECT MANAGER</u>	TO: <u>Pape and Sons Construction, Inc.</u> <u>9512 State Hwy. 16 NW</u> <u>Gig Harbor, Washington 98332</u>	
Consent Given by Surety (When required): BY: _____ <small>ATTORNEY IN-FACT</small> <small>DATE</small>		

DESCRIPTION OF WORK

THE CONTRACTOR SHALL PERFORM THE FOLLOWING UPON RECEIPT OF AN APPROVED COPY OF THIS CHANGE ORDER:

This Change Order provides for all labor, materials, and equipment necessary to redevelop and retest Well No. 6. The contractor shall perform the following:


1. Mobilize and demobilize a cable tool drill rig to and from the site.	\$750.00
2. Clean out the well with a sand pump bailer and redevelop the well screen using a surge block and bailer.	\$4,800.00*
3. Install and remove a 1,000 gallon per minute test pump, power source, flow control and measurement devices.	\$3,500.00
4. Pump the well as directed by the City.	<u>\$950.00</u>
Subtotal	\$10,000.00
Subcontractor markup at 5%	<u>\$500.00</u>
Subtotal	\$10,500.00
Sales Tax at 8.4%	<u>\$882.00</u>
Total	\$11,382.00

*Based on estimate of 30 hours at \$160.00/hour required to surge and bail well. See attached subcontractor scope of work.

Sheet <u>2 of 2</u>	CHANGE ORDER	Change Order Number <u>1</u>
Date <u>9/4/02</u>		

ALL WORK, MATERIALS, AND MEASUREMENTS SHALL OTHERWISE BE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT AS APPLICABLE.

An additional five working days are added to the contract time revising the total working days to equal 165 working days.

ORIGINAL CONTRACT AMOUNT	CURRENT CONTRACT AMOUNT	NET CHANGE THIS ORDER	CONTRACT TOTAL AFTER CHANGE
\$ <u>228,263.96</u>	\$ <u>228,263.96</u>	\$ <u>11,382.00</u>	\$ <u>239,645.96</u>
<input checked="" type="checkbox"/> APPROVAL RECOMMENDED: <input type="checkbox"/> APPROVED:			
 CITY ENGINEER		<u>9/4/02</u> DATE	
<input type="checkbox"/> APPROVED: _____ MAYOR _____ DATE			

Note: Amounts include applicable Washington State Sales Tax. Final payment amount will vary from contract amount, and will be as set forth in the Final Progress Estimate and Reconciliation of Quantities.

Holt DRILLING, Inc.

Commercial, Environmental and Geotechnical Drilling

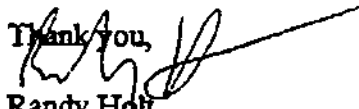
September 3, 2002

City of Gig Harbor
Well Replacement
Attn: Steve Misiurak

Mob	750.00
Hourly, 30hrs @ 160.00/hr.	4800.00
Install-Remove Turbine Test Pump	3500.00
Pumping, 10hrs @ 95.00/hr.	950.00
	<u>\$10,000.00</u>

Price Does Not Include Tax.

Thank you,


Randy Holt
President

Holt DRILLING, Inc.

Commercial, Environmental and Geotechnical Drilling

September 3, 2002

City of Gig Harbor
Well Replacement
Attn: Steve Misurak
(PH) 851-8145
(FAX) 853-7597

Mob	750.00
Hourly, 30hrs @ 160.00/hr.	4800.00
Install-Remove Turbine Test Pump	3500.00
Pumping, 10hrs @ 95.00/hr.	<u>950.00</u>
	\$10,000.00

- 1) Mobilization includes transporting of gear to the site and removal at end of project.
- 2) Hourly includes set up surge and bail well. This is an estimate only since actual time to develop is unknown. Hourly rate plus or minus of the estimate @ 160.00/hr.
- 3) Install-remove turbine test pump. Pump is rated @ 1000 to 1500 GPM.
- 4) Pump rate is for time pump is actually running and one man.

Price Does Not Include Tax.

Thank you,

Randy Holt
President