

Gig Harbor City Council Meeting



**March 12, 2001
7:00 p.m.**

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING

March 12, 2001 - 7:00 p.m.

CALL TO ORDER:

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meetings of February 26, 2001.
2. Correspondence / Proclamations:
 - a) Proclamation - National Day of Prayer.
 - b) PSRC - Meeting Notice
 - c) PC Public Works - Ownership Change at Land Recovery, Inc.
3. Liquor License Renewals - Maritime Mart; Eagles; Gig Harbor Texaco; Tides Tavern.
4. Resolution - Final Plat Approval - Mallards' Landing.
5. Burnham Drive Watermain Extension - Bid Award.
6. Burnham Drive Watermain Extension - Materials Testing - Consultant Services Contract.
7. City of Gig Harbor Civic Center - Constructability Review - Consultant Services Contract.
8. Approval of Payment of Bills for March 12, 2001.
Checks #32225 through #32324 in the amount of \$207,741.61. #32229 void.
10. Approval of Payroll for the month of February.
Checks #605 through #655 in the amount of \$188,505.26.

OLD BUSINESS:

1. Second Reading of Ordinance - Vacation of Front Street.

NEW BUSINESS:

1. Morgan Water Extension.
2. Solid Waste Interlocal Agreement.
3. First Reading of Ordinance - Amendments to Ordinance No. 868 - Type IIIA Permits and Final Plat Extensions.
4. First Reading of Ordinance - Binding Site Plans.
5. First Reading of Ordinance - Definitions for Sales, Retail, and New Definition for Binding Site Plans.
6. First Reading - Rescinding the Moratorium on PUD/PRDs.
7. Crescent Creek Restoration Project - Biological Evaluation - Consultant Services Contract.
8. Appointments to the Citizen's Shoreline Review Committee.
9. Nomination for Board of Commissioners for Pierce Transit.

STAFF REPORTS:

GHPD - February Stats.

PUBLIC COMMENT:

A Vision for Community Needs Placement - Len McAdams.

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

EXECUTIVE SESSION: For the purpose of discussing pending and potential litigation per RCW 42.30.110(i) and employment per RCW 42.30.110(g).

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF FEBRUARY 26, 2001

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

CALL TO ORDER: 7:05 p.m.

PUBLIC HEARING:

1. **PUD/PRD Ordinances.** John Vodopich, Planning Director, introduced the four ordinances on the agenda addressing PUD/PRDs. He said that several minor changes had been made to the ordinances since the last council meeting and gave a brief overview of the changes.

Mayor Wilbert opened the public hearing on the PUD ordinance at 7:05 p.m.

Carl Halsan - PO box 1447, Gig Harbor. Mr. Halsan acknowledged staff's work on the ordinances. He said that with a couple of small changes, the ordinances addressed their concerns. He said that during the deliberations on the PUD ordinance, other code changes that need to be revisited became apparent. He said that the letter from the Westside Business Community outlined those five changes and gave a brief description of each.

Dave Morris - PO Box 401, Gig Harbor. Mr. Morris explained he was representing the Chamber of Commerce. He said that there were two items of concern remaining that should be revisited, the height provision and maximum gross floor area bonus.

Walt Smith - 11302 Burnham Drive. Mr. Smith said he was hopeful that action could be taken on these items. He congratulated the staff and Councilmembers for their efforts on these ordinances and added that he thought they met the intent.

Linda Gair - 9301 North Harborview Drive. Ms. Gair said that as a member of the Board of Directors for the Chamber of Commerce, she did not remember voting to take a position on this issue. She added that she also serves as a Board Member for Peninsula Neighborhood Association, and that it was on their behalf that she was speaking this evening. She said that it was PNA's position that the PUD is used primarily as a "zone-buster," and although it is used to provide a superior development with a benefit to the community, "superior" had not been defined. She urged Council to eliminate the PUD ordinance and to allow the underlying zoning to prevail.

John Hogan - 4709 Pt. Fosdick - Gig Harbor Motor Inn. Mr. Hogan also congratulated staff and Councilmembers for deliberating endlessly on the PUD. He said that property owners and the public would all benefit from the results of the latest draft. He said that the benefit from use of the PUD would become apparent in the use of usable, open space.

Mayor Wilbert closed the public hearing on revisions to the PUD ordinance at 7:20 p.m. and opened the public hearing on the PRD ordinance at that time.

No one signed up to speak on this item and the Mayor closed the public hearing at 7: 20 p.m. and opened the Public Hearing on the Vacation of Front Street.

David Skinner, Public Works Director, explained that Mr. Glen Stenbak initiated the process for vacation of Front Street, which was outlined in the Councilmember's packet.

No one signed up to speak and the Mayor closed the public hearing at 7:22 p.m.

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meetings of February 12, 2001.
2. Correspondence / Proclamations:
 - a) Proclamation - National Records and Information Management Week.
 - b) Contribution to Flag Program - American Legion.
3. Liquor License - Change of Location: The Keeping Room, Candles & Wine Etc.
4. Special Occasion Liquor License: GHHS Sports Boosters.
5. Burnham Drive Water Main Extension Project Construction Survey and Staking - Consultant Services Contract.
6. Chlorine Analyzer - Purchase Authorization.
7. Well No. 3 Control Panel - Purchase Authorization.
8. Approval of Payment of Bills for February 26, 2001.
Checks #32071 through #32224 in the amount of \$237,642.11.

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

OLD BUSINESS:

1. Second Reading of Ordinance - Amendments to Section 17.90 - Planned Unit Developments. Mr. Vodopich explained that two maps had been prepared to identify the zones that already have flexibility built into the zoning designations, and those parcels that would be affected by the PUD ordinance.

MOTION: Move for approval of Ordinance No. 866.
Young/Picinich -

Councilmembers discussed their support and objections to several issues in the proposed ordinance. The following amendment to the motion was made.

AMENDED MOTION: Move to amend language in the ordinance, Section 17.90.010, to change "may" to "shall", and include wording in 17.90.090 to add

a Section (b) *"If one or more of the above five items is unobtainable on a given site then the remaining items can be approved on a pro rata basis to allow for the maximum floor area bonuses allowed in 17.90.090,"* and in Section 17.90.020(b), strike the words, *"in adjacent zones."*

Ekberg/Young -

Councilmembers discussed the merits of adding the paragraph (b) to Section 17.90.090. Councilmember Ekberg withdrew his motion with the approval of Councilmember Young. He then made the following motion.

AMENDED MOTION: Move to amend language in the ordinance, Section 17.90.010, to change *"may"* to *"shall."*

Ekberg/Ruffo - six voted in favor. Councilmember Owel abstained.

Councilmembers further discussed how to deal with the issue of maximum floor area bonus and it was decided that staff could address this at a later date. Ms. Iolavera clarified the intent of the language in that section. She explained that it was done for transition purposes between the perimeter of a project and the normal existing zoning to avoid an abrupt change.

RESTATED MOTION: Move to adopt Ordinance No. 866 as amended.
Young/Picinich - four voted in favor, three against. A roll call vote was taken with the following results. Ekberg - no. Young - yes. Pasin - yes. Owel - no. Dick - no. Picinich - yes. Ruffo - yes. The motion carried four to three.

2. Third Reading of Ordinance - Repealing Section 17.90 of the GHMC - Planned Unit Developments. Mr. Vodopich presented this ordinance and added that action on this ordinance became mute upon passage of the previous ordinance. Councilmember Owel disagreed and made a motion to approve the ordinance.

MOTION: Move to approve Ordinance No. 867.
Owel/Picinich - two voted in favor, five against. A roll call vote was taken with the following results. Ekberg - yes. Young - no. Pasin - no. Owel - yes. Dick - no. Picinich - no. Ruffo - no. The motion failed five to two.

3. Third Reading of Ordinance - Amendments to the Planned Residential Development Ordinance. John Vodopich introduced this third reading of an ordinance amending the Planned Residential Development code and offered to answer questions.

MOTION: Move to adopt Ordinance No. 867.
Picinich/Young -

AMENDED MOTION: Move to amend the ordinance to change language from "may" to "shall" in Sections 17.89.010 and 17.89.020.
Ruffo/ Picinich - unanimously approved.

RESTATED MOTION: Move to adopt Ordinance No. 867 as amended.
Picinich/Young - six voted in favor. Councilmember Owel voted no.

4. Second Reading of Ordinance - Amendment to Title 16 GHMC - Type IIIA Permits and Final Plat Extensions. John Vodopich presented this ordinance for amendments to Title 16.

MOTION: Move to adopt Ordinance No. 868.
Picinich/Ruffo - unanimously approved.

5. First Reading of Ordinance - Vacation of Front Street. David Skinner presented this ordinance for the vacation of Front Street and offered to answer questions. This will return for a second reading at the next meeting.

6. Second Reading of Ordinance - Amending Ordinance 858 - Stormwater Development Standards. Carol Morris, Legal Counsel, presented the second reading of this ordinance to eliminate reference to enforcement procedures in Ordinance 858, which are inconsistent. She added that that the next ordinance in the packet adopts the standard enforcement procedures currently in use for the Stormwater Development Standards.

MOTION: Move to adopt Ordinance No. 869.
Ekberg/Young - unanimously approved.

7. Second Reading of Ordinance - Adding Chapter 12.17 to the Gig Harbor Municipal Code - Enforcement Procedures. This was addressed under the previous agenda item.

MOTION: Move to adopt Ordinance No. 870.
Picinich/Ruffo - unanimously approved.

8. Second Reading of Ordinance - Definitions for Museum. John Vodopich presented this ordinance and explained that it had mistakenly been left out of the packet, but he had distributed it to Councilmembers prior to this meeting. He said that this ordinance amends Section 17.04 of the GHMC, creating definitions for museum, art gallery, non-profit organization and community recreation hall. Councilmember Pasin voiced concerns with the definition of Art Gallery and how it pertains to retail sales.

MOTION: Move to adopt Ordinance No. 871.
Ekberg/Owel -six voted in favor. Councilmember Pasin voted no.

9. Second Reading of Ordinance - Amendments to 17.15 - Museums and Recreation Halls. Mr. Vodopich presented this ordinance making amendments to the code to allow museums as

permitted uses, including rental halls as an approved accessory use, and adding restrictions on the hours of operation for such facilities.

MOTION: Move to adopt Ordinance No. 872.
Picinich/Ekberg - unanimously approved.

10. Second Reading of Ordinance - Establishing Zoning of Public Institutional Property. Mr. Vodopich presented this ordinance to establish zoning on the Wastewater Treatment Plant property, Borgen Property, and future home of the Gig Harbor Peninsula Historical Society.

MOTION: Move to adopt Ordinance No. 873.
Ekberg/Ruffo - unanimously approved.

11. Second Reading of Ordinance - Easements for Fire Equipment Emergency Access and Maintenance of Fire Protection Systems. Mr. Vodopich presented this ordinance amending Section 15.12 of the GHMC relating to easements for fire equipment emergency access and maintenance of fire protection systems.

MOTION: Move to adopt Ordinance No. 874.
Picinich/Young - unanimously approved.

12. Second Reading of Ordinance - Skateboard Use. Mark Hoppen presented the second reading of this ordinance to update the enforcement capabilities in the skatepark, and to prohibit bicycle and motorized vehicle use in the skatepark. David Skinner presented information that had been requested at the last meeting pertaining to IAC policy and restrictions upon the grant funding for the park, and damage to the park by BMX bikes.

Councilmembers and staff discussed the issues of damage to the park, overcrowding and safety. Mr. Skinner explained that the park was specifically designed as a skatepark, with the donation of money and time by the skateboard community and added that this same effort could be used to develop a park specific to BMX bike use. Mayor Wilbert explained that there were plans for a dirt bike park at the Sehmel Property, and urged people to sign up to work on a committee for the formation of the park.

Ryan McGlone - 708 N. Adams, Tacoma. Mr. McGlone said that he had also researched the issue of damage to the skatepark and said that he found weather damage, damage from skateboards, and some from bikes. He said that the damage from weather and skateboards was greater than from the bikes. He said that he thought it was possible to share the park, which would be a cost savings to the city. He offered information on damage to other parks and liability issues.

Tracy Warren - 11501 142nd Ave Ct KPN. Ms. Warren said that by providing a place for skateboarders, roller bladers and scooters, the city excluded one group. She said the city was trying to make it a crime for these children to exercise their freedom of choice to ride BMX bicycles. She asked that the city work on a plan to include BMX riding in the park, as it had

been successful at other parks. She said that if the bikers were not allowed to ride in town or in the skatepark, they would revert to real crimes due to boredom. Ms. Warren discussed her son's recent contact with the Police Department and added that since that time, she must spend her weekends driving her son and friends to places so that they can ride.

Councilmember Dick clarified the issue that bicycles are allowed in the city, but not in the skatepark, and that skateboarding was illegal on city streets, leading to the need for the skatepark.

Dillon Stanley - 4616 Court, Fox Island. Mr. Stanley, owner of Old Town Bicycle, talked about the inconsistency of allowing scooters and roller bladers in the park, and that he felt bikers were left out of the planning of the park. He discussed the different type of users and the skill levels of these users. He said that he thought that there could be a way for all to share the park. He added that he would also help coordinate the cleaning of the park.

Derek Phill - 8520 David Day Drive. Mr. Phill said that since the bikers didn't get involved in the beginning; why not let them be involved now. He said he was in favor for a fund-raiser for a repair group to fix the damage if they are allowed to participate in the Skate Park.

Council continued to discuss the issues of concern and the following motion was made.

MOTION: Move that the ordinance be amended as follows: Section 8.30.030, strike the word "*bicycles*" in the title to read "*Motorized Vehicles Prohibited in Skate Park,*" and under Section 8.30.060 Penalties, to strike "*pay a monetary penalty in the amount of \$__(or,*" so that it would read "*upon a finding by the municipal court that such a violation has been committed, shall be subject to the civil infraction penalties as set forth in GHMC § 1.16.010.*"
Pasin/Young -

Further discussion led to an amendment to the motion.

AMENDED MOTION: Move to amend the motion to insert the word "*Bicycle*" back in the title for Section 8.30.030.
Dick/Owel - a roll call vote was taken with the following results.
Ekberg - yes; Young - no; Pasin - no; Owel - yes; Dick - yes;
Picinich - yes; Ruffo - yes. The motion carried five to two.

RESTATED MOTION: Move to adopt Ordinance No. 875 as amended under Section 8.30.060 Penalties, to delete "*pay a monetary penalty in the amount of \$__(or.,*" so it would read "*upon a finding by the municipal court that such a violation has been committed, shall be subject to the civil infraction penalties as set forth in GHMC § 1.16.010.*"

Picinich/Owel - a roll call vote was taken with the following results. Ekberg - yes; Young - no; Pasin - no; Owel - yes; Dick - yes; Picinich - yes; Ruffo - yes. The motion carried five to two.

13. Second Reading of Ordinance - Arts Commission. Mark Hoppen presented this ordinance to form an Arts Commission to review public art projects and to facilitate budgeting for support.

MOTION: Move to adopt Ordinance No. 876.
Ekberg/Owel - unanimously approved.

NEW BUSINESS:

1. Employment Agreement - City Prosecutor. Mark Hoppen presented this agreement to select Brenda Bono, a local attorney, as the City Prosecutor for Municipal Court.

MOTION: Move to authorize Mayor Wilbert to sign the Employment Agreement with Brenda Bono for prosecutorial services for Municipal Court.
Ruffo/Picinich - unanimously approved.

COUNCIL COMMENTS / MAYOR'S REPORT:

Nominations to the Zoo/Trek Authority Board. Mayor Wilbert presented this request for nominations to the Zoo/Trek Authority Board and recommended the nomination of Ann Kirk Davis of the City of Lakewood, and Cliff Murphy, from the Town of Eatonville.

MOTION: Move to support the nomination of Cliff Murphy or Eatonville for Position One, and Ann Kirk Davis from the City of Lakewood for Position Two.
Owel/Ekberg - unanimously approved.

Councilmember Pasin mentioned that Steve Bowman, Building Official/Fire Marshal, was leaving soon to go to work for Pierce County Fire District #5. He said that he had dealt with Steve over the years and found him easy to work with and very professional. He officially wished him well and thanked him for his service. John Vodopich said he would pass the message on.

STAFF REPORTS:

David Skinner, Public Works Director, said he wanted to keep Council apprised of the water situation. He explained that the city was down to approximately 52,000 gallons per day, which equates to 167 ERUs. He added that he was working on obtaining legal help to address the Department of Ecology and had received suggestions from DOE for methods to investigate additional water rights. He requested a meeting with the Public Works Committee on Tuesday, March 20th, at 3:30 p.m.

PUBLIC COMMENTS:

Ben Davis - 7800 Stinson Avenue. Mr. Davis said that he was a ramp-builder and designer working as a partner in Northwest Ramp Building Company, and gave an overview of his experience. He explained that when a ramp park was built, the same transitions/slant was used for both skateboards and bikes with minor modifications depending on skill level. He talked about building materials and offered his assistance for a future BMX bike park.

ANNOUNCEMENT OF OTHER MEETINGS:

Public Works Committee Meeting - Tuesday, March 20th, at 3:30 p.m.

EXECUTIVE SESSION: None necessary.

ADJOURN:

MOTION: Move to adjourn at 9:45 p.m.
Ruffo/Picinich - unanimously approved.

Cassette recorder utilized.
Tape 607 Side B 237 - end.
Tape 608 Both Sides.
Tape 609 Both Sides.
Tape 610 Side A 000 - 303.

Mayor

City Clerk

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, on April 17, 1952, the Congress of the United States approved the Joint Resolution to provide for setting aside an appropriate day as a *National Day of Prayer* (Public Law 82-324; 66 Stat. 64); and

WHEREAS, the history of our nation is indelibly marked with the role that prayer has played in the lives of individuals and the nation; and

WHEREAS, historically our greatest leaders have turned to prayer in times of crisis and thanksgiving; and

WHEREAS, the virtues of prayer reflect a common bond, hopes and aspirations, sorrows and fears, remorse and renewed resolve, thanks and joyful praise, and love;

NOW, THEREFORE, I, Gretchen A. Wilbert, Mayor of the City of Gig Harbor, Washington, do hereby proclaim May 3, 2001, as the

City of Gig Harbor
"Day of Prayer"
The "Maritime City"

in the City of Gig Harbor, in keeping with the wishes of the Congress of the United States, and I urge all citizens to join me in this special observance.

Gretchen A. Wilbert, Mayor

Date

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FEB 22 2001

CITY OF GIG HARBOR

IMPORTANT - MEETING NOTICE

MEMORANDUM

February 20, 2001

To: General Assembly Members and Interested Parties

From: Commissioner Bob Edwards, President
Puget Sound Regional Council

Subject: Meeting Date for General Assembly Meeting

The General Assembly will meet on **Thursday, March 29, 2001**, to elect new officers, approve the biennial budget and work program, and conduct a workshop on Destination 2030, the region's comprehensive transportation plan. After the business meeting will be a one-hour social, followed by the General Assembly dinner.

At the dinner we will present the VISION 2020 Awards, which recognize innovative efforts in our region that help implement VISION 2020. Governor Locke is planning to address the Assembly.

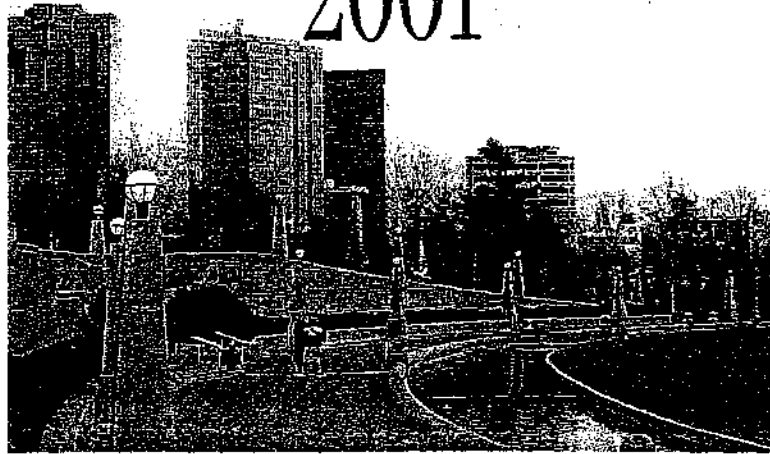
All county executives, commissioners, mayors, councilmembers, and other representatives of member jurisdictions are encouraged to attend the General Assembly. An agenda will be mailed to all Assembly members early in March. A registration form is enclosed.

Please mark your calendars:

**GENERAL ASSEMBLY MEETING
THURSDAY, MARCH 29, 2001
3:30 - 8:00 P.M.
MEYDENBAUER CENTER
NE 6TH & 112TH AVENUE NE
BELLEVUE, WA**

**NOTE:
SECOND GENERAL ASSEMBLY MEETING
(TO ACT ON DESTINATION 2030)
THURSDAY, MAY 24, 2001
TIME AND LOCATION TO BE DETERMINED**

2001



Puget Sound Regional Council

General Assembly

Thursday, March 29, 2001 – Meydenbauer Center, NE 6th & 112th Avenue NE, Bellevue

(see map on back)

Registration 2:30 - 3:30 PM
 Business Meeting/Work Session 3:30 - 5:30 PM
 No-Host Reception 5:30 - 6:30 PM
 Dinner & VISION 2020 Awards 6:30 - 8:00 PM

- Yes, I will attend both the Business Meeting/Work Session and Dinner.
- Yes, I will attend the Business Meeting/Work Session only.
- Yes, I will attend the Dinner only.
- Sorry, I will not be able to attend.

NAME _____

TITLE _____

JURISDICTION/ORGANIZATION _____

PHONE _____ FAX _____

EMAIL _____

Please indicate your dinner preference:

- Meydenbauer Chicken Roasted Eye of Prime Rib Vegetarian selection
- (If you have special dietary needs, please contact Sylvia Nelson, 206-464-7518.)

Cost for dinner: \$35 (please make checks payable to: Puget Sound Regional Council)

Please mail or FAX your registration by Friday, March 23, to:

Sylvia Nelson • Puget Sound Regional Council • 1011 Western Avenue, Suite 500 • Seattle, WA 98104
 FAX 206-587-4825

If you have any questions, please call Sylvia Nelson at the Regional Council, 205-464-7518.

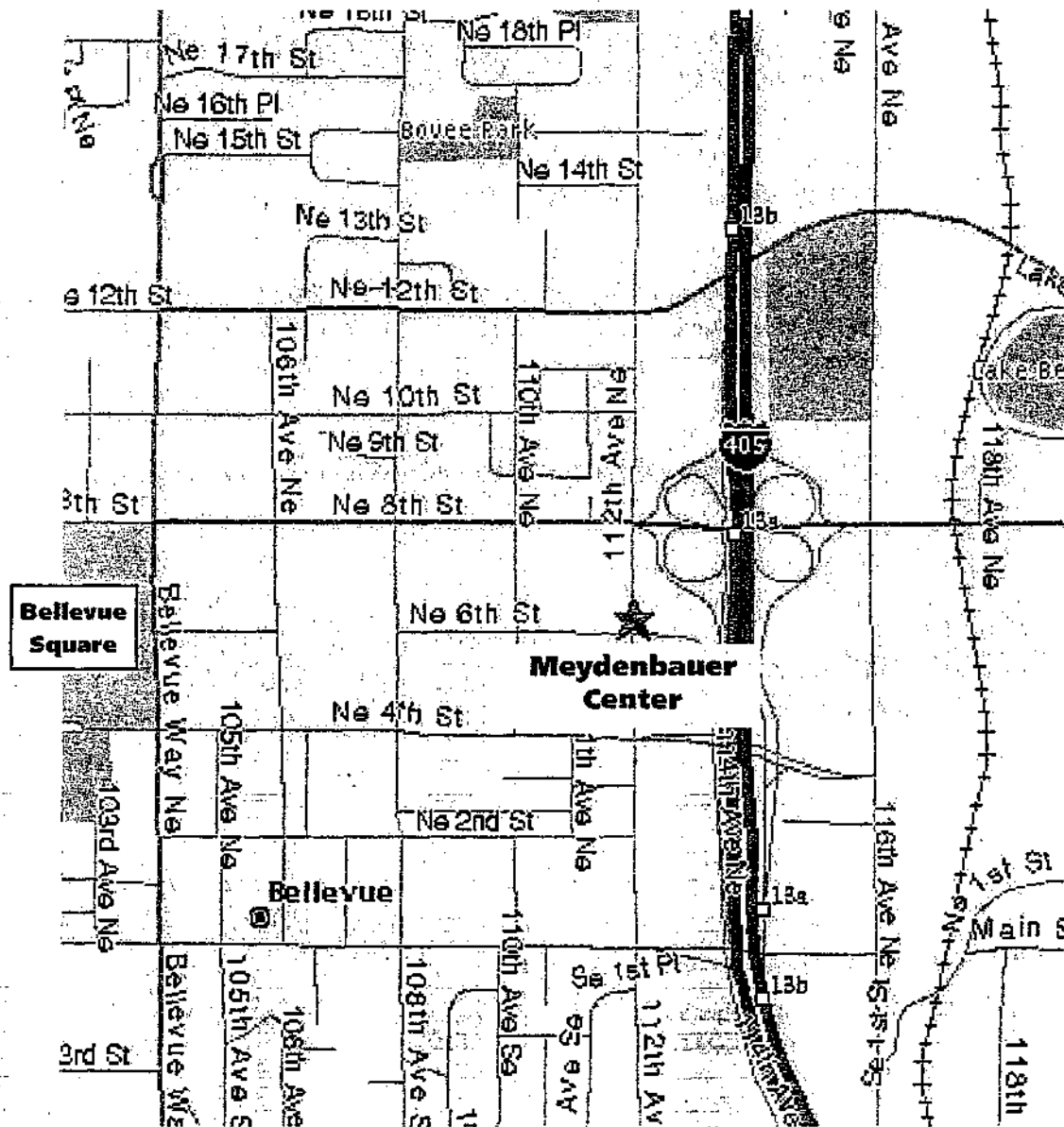
Directions and Parking

Meydenbauer Center is located in downtown Bellevue, adjacent to Interstate 405 at NE 6th and 112th Avenue NE.

Driving I-5 north or south, select either floating bridge (I-90 or SR-520) and head east to Bellevue. Take I-405 to downtown Bellevue (north from I-90, south from SR-520) and take the NE 4th exit (Exit 13-A). Turn west off the exit and then right at the first light onto 112th Avenue NE. Drive one block north to NE 6th Street and then turn left. Meydenbauer Center sits on the corner of 112th Avenue NE and NE 6th Street.

Entrance into Meydenbauer Center's underground parking is on NE 6th Street.

If you plan to arrive by transit, the Bellevue Transit Center is less than one block from Meydenbauer Center. Please try Metro's commuter services at 206-553-3000, or online at transit.metrokc.gov, for the route that best serves your needs.



Pierce County Department of Public Works and Utilities

Solid Waste Division

9116 Gravelly Lake Drive Southwest
Lakewood, Washington 98499-3190
(253) 798-4050

March 1, 2001

TO: County Executive John Ladenburg
Pierce County Council Members
Mayors and City Administrators
Solid Waste Advisory Committee
Interested Parties

RECEIVED

MAR - 5 2001

CITY OF GIG HARBOR

FROM: *SW* Stephen C. Wambach, Solid Waste Administrator

SUBJECT: Ownership Change at Land Recovery, Inc.

On February 28, 2001, Land Recovery, Inc. (LRI) announced a change in its ownership.

Waste Connections, Inc. (WCI) has entered into a binding agreement to acquire 51 percent of LRI. The remaining 49 percent will be held by the LeMay Family. In the coming weeks, LRI's assets will be transferred to a new limited liability corporation owned in the percentages stated above.

This acquisition triggers the "assignment" clause of the 1998 Pierce County - LRI Waste Handling Agreement which states:

The rights, obligations and duties of the Parties [Pierce County and LRI] as specified in this Agreement may not be transferred or assigned without the written approval of the Parties, which approval shall not be unreasonably withheld. For purposes of this Paragraph, assignment shall include a change in control of greater than fifty percent (50%) of the beneficial ownership of the Company. [Paragraph 21.1]

In order to evaluate and recommend whether the County should approve the "assignment", the Pierce County Solid Waste Division will investigate the financial stability and operational history of the new ownership structure to ensure that the new owners are able to carry out all of the terms and conditions of the 1998 Waste Handling Agreement in a manner that is in the best interest of the citizens of Pierce County. The Division has offered to combine its efforts with the City of Tacoma which also contracts with LRI. Upon completing its investigation, the Solid Waste Division will make a recommendation on next steps to the Pierce County Executive and Pierce County Council.

The remainder of this memorandum provides background information on LRI, WCI, the LeMay Family, Long-Haul/Flow Control Issues, and Contact Information.

Please contact the Solid Waste Division if you would like additional information, or to schedule a meeting to discuss these issues.

Who Is Land Recovery, Inc.?

Land Recovery, Inc. (LRI) was formed in 1977 following a decision by the Pierce County Board of County Commissioners to privatize the County's solid waste disposal system. Until 1977, the Pierce County Public Works Department operated the Hidden Valley (Thun Field) Landfill on property leased from a private developer.

The owners of four privately-owned garbage haulers then operating in Pierce County formed LRI to acquire Hidden Valley from its private owner and take over operations of the landfill from the Public Works Department. Pierce County entered into disposal contracts with LRI in 1977, 1987, 1991, and 1998.

Changing Ownership Over Time

- ◆ In the late 1970s, three of the hauling company owners, Harold LeMay, Ed Long, and David Murrey bought out the landfill interest of the fourth. Each of these gentlemen then held 1/3 of the shares of LRI.
- ◆ In the early 1990s, Ed Long sold his hauling business (Lakewood Refuse) to Harold LeMay, but retained his 1/3 share in LRI. When he died in the mid-1990s, his ownership interest in LRI passed to his heirs.
- ◆ Shortly thereafter, David Murrey passed away and his ownership in the Murrey Companies (see below) and LRI passed to his heirs. His widow later sold the Murrey Companies but retained the 1/3 share of LRI. She died in 2000 and their estate retained the 1/3 share.
- ◆ In Fall 2000, Harold LeMay died and his 1/3 interest in LRI passed to the LeMay Family.
- ◆ Since the beginning of 2001, the LeMay Family acquired the 1/3 interest held by Ed Long's heirs, thus owning 2/3 of LRI with the Murrey Trust owning 1/3. On February 23, 2001 a Pierce County court authorized the sale of the Murrey Trust's interest in LRI to Waste Connections, Inc. Over the weekend of February 23 and 24, the LeMay Family sold a portion of its interest in LRI to Waste Connections to result in the 51-49 split. These last two sales trigger the assignment clause of the 1998 Waste Handling Agreement.

LRI Services To/For Pierce County

- ◆ owns and operates the Land Recovery Landfill located at 304th and Meridian in unincorporated Pierce County;
- ◆ owns and operates the Hidden Valley Transfer Station and Compost Factory located at 17925 Meridian in unincorporated Pierce County;
- ◆ manages post-closure compliance at the Hidden Valley and Purdy Landfills, in partnership with Pierce County and the Tacoma-Pierce County Health Department;
- ◆ provides disposal services and operates four County-owned transfer stations and the County-owned compost facility under contract with Pierce County; and
- ◆ disposal services under contract with the City of Tacoma.

Who Is Waste Connections, Inc.?

Waste Connections, Inc. (WCI) is a publicly traded company (NASDAQ: WCNX) headquartered in Folsom, CA. WCI provides waste hauling services, owns and operates transfer stations and owns and operates landfills throughout most of the states west of the Mississippi.

In 1998, WCI merged with the Murrey Companies. Since then, WCI has operated the following Pierce County-based companies as part of its "Northern Washington Division":

- ◆ American Disposal, a Washington Utilities and Transportation Commission (WUTC) regulated solid waste collection company which serves the City of Gig Harbor, as well as the rest of the Gig Harbor Peninsula, Key Peninsula, and Fox Island;
- ◆ DM Disposal and DM Recycling, providing services under contract to the Cities of Bonney Lake, Buckley, Carbonado, Milton, Orting, Puyallup, and Sumner;
- ◆ Murrey's Disposal, a WUTC regulated solid waste collection company which serves the Cities of Edgewood, Fife, South Prairie, and Wilkeson, as well as unincorporated northern and eastern Pierce County; and
- ◆ Tacoma Recycling, a full-service recycling center and materials recovery facility which provides services such as Pierce County Government's deskside recycling program, and the sorting of materials collected through the City of Tacoma's co-mingled residential curbside recycling program.

Who is the LeMay Family?

In addition to holding 49 percent of the reconstituted LRI, the LeMay family owns companies which provide solid waste collection and recycling services throughout the South Puget Sound and Southwest Washington regions. The company also operates solid waste transfer stations under contract with a number of Washington Counties.

In Pierce County, the LeMays own the following companies:

- ◆ Harold LeMay Enterprises and Pierce County Refuse, WUTC-regulated solid waste collection companies which provide services in unincorporated Pierce County as well as under contract to the cities of Eatonville, DuPont, Steilacoom, and Roy; and
- ◆ Lakewood Refuse, providing services under contract to the City of Lakewood and in the southern portion of the City of University Place; and

Long-Haul and "Flow Control" Issues

- ◆ This change in ownership should not impact the previously announced settlement of the private party arbitration between LRI and its long-haul contractor, the Rabanco Companies. Pending approval from Pierce County (which is still under review), a portion of the County's garbage will be long-hauled to Rabanco's Roosevelt Landfill in Klickitat County.
- ◆ For the waste not long-hauled under the settlement with Rabanco, WCI and LeMay have agreed (with each other and with LRI) to dispose all remaining Pierce County waste in the facilities owned and operated by LRI. This eliminates the previous risk that either company might choose to pull their waste from the Pierce County system and thereby should strengthen the Pierce County solid waste system and the stability of the public-private and city-county partnerships which manage that system.

For more information, please contact:

Steve Wambach, Pierce County Solid Waste Administrator	(253) 798-4656
Norm LeMay, Harold LeMay Enterprises/Pierce County Refuse	(253) 537-8687
Eddie Westmoreland, Waste Connections, Inc.	(253) 414-0349

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20010531

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

RECEIVED
MAR - 7 2001
CITY OF GIG HARBOR



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
DIRECTOR, PLANNING & BUILDING SERVICES
SUBJECT: FINALIZATION OF PLAT - MALLARDS' LANDING
DATE: MARCH 12, 2001

INFORMATION/BACKGROUND

The City of Gig Harbor Hearing Examiner conditionally approved the Preliminary Plat for the Mallards' Landing Subdivision (SUB 00-01) on August 18, 2000 subject to four conditions. The applicant has met the conditions of approval imposed by the Hearing Examiner and, on January 5, 2001 (SUB 01-01) submitted a Final Plat to the City for review and approval. The City Attorney, Department of Planning & Building Services and Public Works Department have all reviewed the submitted materials and are recommending approval of the Final Plat of Mallards' Landing.

RECOMMENDATION

Staff is recommending that Council resolve to approve the Final Plat of Mallards' Landing.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, APPROVING THE FINAL PLAT OF MALLARDS' LANDING LOCATED NORTH OF WOLLOCHET DRIVE NORTHWEST AND SOUTH OF 72ND STREET NORTHWEST IN SECTION 7, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE W.M.; File No. SUB 01-01

WHEREAS, on August 18, 2000, the Hearing Examiner conditionally granted preliminary plat approval to the Plat of Mallards' Landing; and

WHEREAS, after preliminary plat approval, the applicant began work to install required utilities and construct roads on the property; and

WHEREAS, an application for final plat approval was submitted to the City on January 5, 2001; and

WHEREAS, the proposed final plat was circulated to the appropriate departments of the City and recommendations for approval were submitted; and

WHEREAS, the proposed plat certificate has been reviewed by the City Attorney and all certificates of completion as required by GHMC Section 16.06.001 have been received; and

WHEREAS, the City Council reviewed the application for the final plat at its regular meeting of March 12, 2001; NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The City Council hereby finds that, pursuant to Gig Harbor Municipal Code Section 16.06.005, the public use and interest will be served by the proposed subdivision and final plat of Mallards' Landing, File No. SUB 01-01. The City Council further finds that the proposed subdivision:

- (1) Meets all of the requirements and conditions of preliminary plat approval;
- (2) Is consistent with all applicable state law;
- (3) Is consistent with all applicable City ordinances in effect at the time of preliminary plat approval; and
- (4) Meets all requirements of Chapter 58.17 RCW and Title 16 of the Gig Harbor Municipal Code.

Section 2. The City Council directs the appropriate City officials to inscribe and execute the City's written approval on the face of the plat.

Section 3. The applicant shall record the final plat with the County Auditor after all inspections and approvals, and after all fees, charges and assessments due the City resulting from the subdivision development have been paid in full. Once recorded, two reproducible copies of the final plat shall be filed with the City, one with the Director of the Department of Planning and Building Services and one with the Director of the Public Works Department, at the expense of the applicant.

RESOLVED this ___ day of _____, 2001.

APPROVED:

GRETCHEN A. WILBERT, MAYOR

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

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: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: BURNHAM DRIVE WATER LINE EXTENSION PROJECT
(CWP - 9911) – BID AWARD
DATE: MARCH 2, 2001

DRS

INTRODUCTION/BACKGROUND

Last year, a budgeted objective in the City's water department was the construction of a 16-inch water main from the women's correctional facility, east, along 96th Street R/W, then north, along Burnham Drive, eventually connecting to the recently placed waterline near Borgen Boulevard. Due to permitting issues and development of funding agreements with private property owners, the construction of this project was delayed until this year. All permits are in place and the funding agreement with private property owners was approved at the last Council meeting.

In response to an advertisement for bids, eleven bid proposals were received as summarized below:

1	NORTHWEST CASCADE, INC.	\$512,960.71	7	STAN PALMER CONSTRUCTION, INC.	\$716,530.04
2	PAPE & SONS, INC.	\$574,191.85	8	DEBCO CONSTRUCTION, LLC	\$720,508.12
3	OLALLA HILLS EXCAVATING, INC	\$654,641.17	9	KAR-VEL CONSTRUCTION	\$747,617.43
4	MONARCH EXCAVATING, INC.	\$687,865.97	10	HARLOW CONSTRUCTION COMPANY, INC.	\$769,147.72
5	OLSON BROS. EXCAVATING, INC.	\$694,164.15	11	TAURMAN PACIFIC, INC.	\$810,780.27
6	DISTAFF CONSTRUCTION, INC.	\$707,919.88			

The lowest bid proposal received was from Northwest Cascade, Inc., in the amount of Five hundred twelve thousand nine hundred sixty dollars and seventy-one cents (\$512,960.71). This project is a public water facility and the City will not pay State of Washington sales tax for road, storm, and water improvements. Any state sales tax required is included in the unit bid prices.

ISSUES/FISCAL IMPACT

The low bid is under the Engineer's estimate of \$749,792.41. This project was identified in the water-operating fund of the 2000 Annual Budget. Since this project was anticipated in 2000 but was not constructed, the funds allocated for this project remain in the City's water fund to provide for construction in this year. Award of the construction contract will obligate the City to provide \$100,000 dollars toward the construction of the waterline project.

RECOMMENDATION

I recommend Council authorize award and execution of the contract for the Burnham Drive Water Main Expansion Project (CWP-9911) to Northwest Cascade, Inc., as the lowest responsible bidder, for their bid proposal amount of Five hundred twelve thousand nine hundred sixty dollars and seventy-one cents (\$512,960.71).



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: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR DRS
SUBJECT: CONSULTANT SERVICES CONTRACT
BURNHAM DRIVE WATER MAIN EXTENSION PROJECT, CWP-9911
MATERIALS TESTING
DATE: MARCH 2, 2001

INTRODUCTION/BACKGROUND

Materials testing assistance is necessary for the Burnham Drive Water Main Extension Project to ensure that materials used in the project meet the requirements of the plans and specifications. As a partial City funded project, all materials testing must be performed in accordance with the requirements and procedures of the Washington State Department of Transportation (WSDOT).

After reviewing the Consultant Services Roster and evaluation of materials submitted for review, the materials testing firm of General Testing Laboratories, Inc. was selected as the most qualified to perform the work. Their selection was based on their understanding of the work, and extensive testing experience.

Council approval of the Consultant Services Contract is being requested.

POLICY CONSIDERATIONS

General Testing Laboratories, Inc., is able to meet all of the City's standard insurance provisions for professional services contracts.

FISCAL CONSIDERATIONS

Sufficient funds are available for this work in the Water fund.

RECOMMENDATION

I recommend that the Council authorize execution of the Consultant Services Contract with General Testing Laboratories, Inc., for materials testing services for the Burnham Drive Water Main Extension Project in an amount not to exceed seven thousand three hundred eight dollars and forty cents (\$7,308.40).

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

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

RECITALS

WHEREAS, the City is presently engaged in the construction engineering of the Burnham Drive Water Main Extension Project, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated March 1, 2001, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Seven thousand three hundred eight dollars and forty cents (\$7,308.40) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within

fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2001; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as

modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

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

David R. Skinner, P.E.
Director of Public Works
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-8145

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2001.

CONSULTANT
By: *John R. Hart*
its Principal

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:
CONSULTANT
John R. Hart, President
General Testing Laboratories, Inc.
P.O. Box 1586
Poulsbo, Washington 98370
(360) 779-9196

David R. Skinner, P.E.
Director of Public Works
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-8145

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

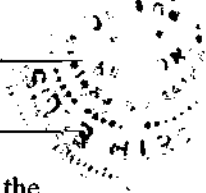
STATE OF WASHINGTON)
) ss.
 COUNTY OF Kitsap)

I certify that I know or have satisfactory evidence that John R. Hart 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 President of General Testing Lab. Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3/5/01

Elizabeth Ellis

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



My Commission expires: 10-10-02

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

GENERAL TESTING LABORATORIES, INC.

18970 Third Ave NE P.O. Box 1586

Poulsbo, WA 98370

360-779-9196 Toll Free 888-898-8378 Fax 360-779-4320

March 1, 2001

RECEIVED

MAR 02 2001

**CITY OF GIG HARBOR
PUBLIC WORKS DEPT.**

City of Gig Harbor
3195 Hudson Street
Gig Harbor, WA 98335

Attn: Steve Misiurak

RE: Testing & Inspection Services
Burnham Drive Waterline Extension CWP9911

Exhibit A

Scope of Services

March 1, 2001

General Testing Laboratories, Inc. (GTL) respectfully submits this scope of services to provide construction inspection and materials testing services during the installation of the above referenced waterline extension project.

Services for this project will be provided by GTL out of our Poulsbo, Washington office on an as-needed basis. It is anticipated that field and laboratory services will be required for earthwork, asphalt and concrete related construction activities. Our field personnel will provide verbal results following completion of field sampling and testing, and will submit written daily reports prior to leaving the site. All field and laboratory reports will be reviewed by our project manager and distributed as directed.

Proposed unit rates for the services most likely to be required are summarized on the attached sheet (Exhibit B).

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MAR 02 2001

CITY OF GIG HARBOR
PUBLIC WORKS DEPT.

City of Gig Harbor
Page Two

Exhibit B

Soils

4 Proctors at \$150.00 each	\$600.00
8 Sieve Analysis at \$85.00 each	680.00
12 Days Nuclear Gauge rental at \$60.00 per day	720.00
12 Site Visits at 4 hours each at \$35.00/hr. (Tech Time)	<u>1,680.00</u>
Total	3,680.00

Asphalt

3 Rice Tests at \$65.00 each	195.00
1 Extraction/Gradation at \$135.00	135.00
3 Day Nuclear Gauge rental at \$60.00/day	180.00
3 Site Visits of 4 hours at \$35.00/hr. (Tech Time)	<u>420.00</u>
Total	930.00

Concrete

Site Visits at 4 hours each at \$35.00/hr. (Tech Time)	Included
5 Cylinders at \$14.00 each	<u>70.00</u>
Total	70.00

Miscellaneous

Mileage – 15 round trips at 80 miles each at \$0.345 a mile	414.00
Sample Pick-up(travel) – 15 trips at 2 hours each at \$35.00 an hour	1,050.00
Report Review – 5 hours at \$65.00 an hour	325.00
Clerical – 5 hours at \$35.00 an hour	<u>175.00</u>
Total	1,964.00

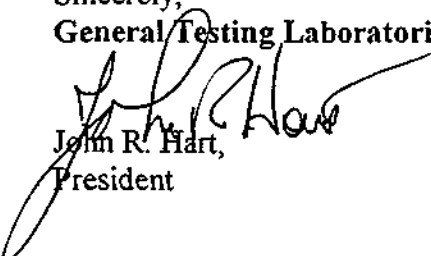
Total all Sections 6,644.00

Supplemental on-Call Services=10% of Estimated Consultant Services Fees 664.40

Total Estimate 7,308.40

As always, on these construction projects, our services are dependent upon the contractors scheduling and performance, but a rough estimate is provided above. If you have any questions feel free to give me a call at (360) 779-9196.

Sincerely,
General Testing Laboratories, Inc.


John R. Hart,
President

JRH/be

Quality Assurance for Northwest Construction



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: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR *DRS*
SUBJECT: CITY OF GIG HARBOR CIVIC CENTER
CONSTRUCTIBILITY REVIEW - CONSULTANT SERVICES CONTRACT
DATE: FEBRUARY 28, 2001

INTRODUCTION/BACKGROUND

A budget objective for 2001 includes the design completion of the City of Gig Harbor Civic Center and the first stage of the construction. Upon investigation of other agencies that have recently completed such a project, one common recommendation is explained repeatedly; perform a constructibility review prior to bid.

A Constructibility Review is an evaluation of the architect's plans and specifications, performed by a team of consultants that specialize in project development as it relates to physical construction. The goal of the review is to reduce errors, ambiguities and conflicts prior to bid.

The review results in many benefits to the contracting agency such as:

- Bidders perceiving less risk and thus bidding lower contingency;
- Reducing "requests for information" during construction and the cost and time to deal with them;
- Reducing change orders and the cost and time to deal with them;
- Reduced opportunity for disputes to arise.

An additional benefit of the above listed items is the direct payback to the contracting agency by the decrease in time and costs associated with errors and omissions. Typically a constructibility review can realize a payback of 8:1 on the initial cost of the review.

Consultant services are needed for the constructibility review of the Civic Center plans and specifications. After reviewing the Consultant Services Roster and checking with other agencies, the consulting firm of Vanir Construction Management, Inc., was selected as best qualified to perform the work. Their selection was based on their experience in reviews of similar projects, familiarity with the area, and ability to complete the work within the project schedule.

Authorization is requested to execute a Consultant Services Contract in the not-to-exceed amount of \$25,000.00 with Vanir Construction Management, Inc., for constructibility review services for the new Gig Harbor Civic Center Project.

FISCAL CONSIDERATIONS

The Civic Center was identified in the 2001 Annual Budget.

RECOMMENDATION

I recommend that the Council move and approve execution of the Consultant Services Contract with Vanir Construction Management, Inc., for constructibility review of the Civic Center project in an amount not to exceed twenty five thousand dollars and no cents (\$25,000.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
VANIR CONSTRUCTION MANAGEMENT, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Vanir Construction Management, Inc., a California corporation organized under the laws of the State of California, located and doing business at 10900 NE 8th Street, Suite 830, Bellevue, Washington 98004 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the architectural design of the City of Gig Harbor Civic Center, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated _____, 2001, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Twenty five thousand dollars and no cents (\$25,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement.

The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. . The parties agree that the work described in **Exhibit A** shall be completed by _____, 2001; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

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

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

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

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

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

CONSULTANT
Troy K. Pyles, P.E., Vice President
Vanir Construction Management, Inc.
10900 NE 8th Street, Suite 830
Bellevue, Washington 98004
(425) 577-0095

David R. Skinner, P.E.
Director of Public Works
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-8145

XVII. Assignment

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

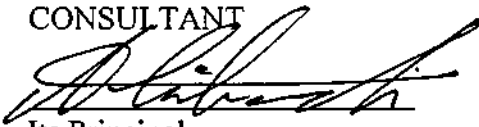
XVIII. Modification

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

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2001.

CONSULTANT
By: 
Its Principal

CITY OF GIG HARBOR
By: _____
Mayor

CONSULTANT:
Mansour M. Aliabadi, President
Vanir Construction Management, Inc.
980 Ninth Street, Suite 900
Sacramento, CA 95814
(916) 444-3700
FAX (916) 444-3736

David R. Skinner, P.E.
Director of Public Works
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-8145
FAX (253) 853-7597

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Sacramento } ss.

On March 5, 2001, before me, Cheryl A. Brooks, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Mansour M. Aliabadi
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person^x(s) whose name^s is/^{are} ^{xxx} subscribed to the within instrument and acknowledged to me that he/^{she}/they executed the same in his/~~her~~/^{their} authorized capacity^(ies), and that by his/~~her~~/^{their} signature^(s) on the instrument the person^(s), or the entity upon behalf of which the person^(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Cheryl A. Brooks
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document Consultant Services Contract Between the City
Title or Type of Document: of Gig Harbor and Vanir Construction Management, Inc.

Document Date: _____ Number of Pages: 11

Signer(s) Other Than Named Above: Mayor, City of Gig Harbor

Capacity(ies) Claimed by Signer

- Signer's Name: Mansour M. Aliabadi
- Individual
 - Corporate Officer — Title(s): President
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____

Signer Is Representing: Vanir Construction Management, Inc.



STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

SCOPE OF WORK

Constructability Review Services for City of Gig Harbor Civic Center

1. **Site Visit:** The Constructability Consultant shall review the record as-built drawings, if any, provided by the City and investigate the existing conditions at the project site to gain necessary knowledge of the site conditions and to determine, to the extent discernible by visual observation, that they are reflected in the design and construction documents.
2. **Technical Plan Review:** At 90% design completion, the Constructability Consultant shall review the construction document drawings and specifications for clarity, consistency, constructability and coordination. The City will provide three full size (or two full size and one half size) sets of plans and three copies of the specifications for review. To the extent that they can be reasonably determined, given the duration and circumstances of the review, the Constructability Consultant shall provide written comments on:
 - a. errors, omissions, ambiguities and conflicts
 - b. coordination between design disciplines
 - c. accuracy of represented site conditions
 - d. construction feasibility
 - e. materials requiring long procurement lead times
 - f. phasing of construction, if appropriate
 - g. alternate designs and materials
 - h. site logistics – including adequacy of access, utilities and laydown area
 - i. warranty provisions and requirements
 - j. compatibility of “front end” documents and the technical specifications
3. **Reconciliation Meeting:** The Constructability Consultant shall attend one meeting following the review to present and discuss the comments with the City’s Project Manager and the project architect/designers. The City will determine which review comments shall be incorporated into the final design and direct the architect accordingly.
4. **Back Check:** At the 100% design level, the Constructability Consultant shall review the construction drawings and specifications again and determine the extent to which the previously provided comments have been incorporated into the documents.
5. **Deliverables:** Seven copies of the bound comments resulting from the reviews and back check shall be provided to the Owner for further distribution along with one copy of marked up contract drawings.

6. **Intent:** The Constructability Consultant is not responsible for providing, nor does the Constructability Consultant control, the project design or the contents of the design documents. By performing the reviews described herein, the Constructability Consultant is not acting in a manner so as to assume responsibility or liability, in whole or part, for all or any part of the project design and design documents. The Constructability Consultant's actions in reviewing the design documents and in making recommendations as provided herein are advisory only to the City of Gig Harbor. The project architect is not a third party beneficiary of the Constructability Consultant's work and the architect remains solely responsible for the contents of the design drawings and specifications.

**GIG HARBOR CIVIC CENTER
ESTIMATE**

DOCUMENT REVIEW

DISCIPLINE	# SHEETS	HOUR/SHEET	RATE	TOTAL HOURS	TOTAL COST
ARCHITECTURAL	73	1	100	73	\$ 7,300.00
STRUCTURAL	14	1	100	14	\$ 1,400.00
CIVIL	12	1	100	12	\$ 1,200.00
LANDSCAPE	4	1	100	4	\$ 400.00
MECHANICAL/PLUMBING	14	1	90	14	\$ 1,260.00
ELECTRICAL	10	1	90	10	\$ 900.00
SUBTOTAL	127				\$ 12,460.00

SPECIFICATION REVIEW

100 8 \$ 880.00

PROJECT ADMINISTRATION

CLERICAL SUPPORT			40	30	\$ 1,200.00
PROJECT DIRECTOR			100	10	\$ 1,000.00
SUBTOTAL					\$ 2,200.00

OTHER COSTS

SITE VISIT			90	8	\$ 720.00
RECONCILIATION MEETING			100	24	\$ 2,400.00
BACK CHECK DOCUMENTS			100	55	\$ 5,500.00
REIMBURSABLES					\$ 840.00
SUBTOTAL					\$ 9,460.00

TOTAL COST

Not To Exceed \$ 25,000.00



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: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: ORDINANCE FOR FRONT STREET VACATION
- SECOND READING
DATE: FEBRUARY 28, 2001

DRS

INTRODUCTION/BACKGROUND

On February 12, 2001, Council approved a resolution setting February 26, 2001 as the date to hear public testimony regarding the requested street vacation initiated by Mr. Glen Stenbak. In a February 17, 2000 letter from Mr. Stenbak, owner of two-thirds of the abutting property, he petitioned the City to vacate portions of Front Street in accordance with GHMC 12.14.002C.

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

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

FISCAL CONSIDERATIONS

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

RECOMMENDATIONS

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

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY GIG HARBOR, WASHINGTON, VACATING THE
PORTION OF FRONT STREET, LYING NORTH OF
AUSTING STREET AND WEST OF BURNHAM DRIVE.**

WHEREAS, the reference portion of right-of-way is undeveloped; and

WHEREAS, the referenced portion of right-of-way is not necessary to the street and circulation plans of the city; and

WHEREAS, the City Council passed Resolution No.563 initiating the procedure for the vacation of the referenced street and setting a hearing date; and

WHEREAS, after the required public notice had been given, the City Council conducted a public hearing on the matter on February 12, 2001, and at the conclusion of such hearing determined that the aforementioned right-of-way should be vacated; Now, Therefore,

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

Section 1. The Northerly one half of that portion of Front Street as depicted on the Plat of the City of Gig Harbor accordingly to the map thereof recorded in Volume 2 of Plat of the City of Gig Harbor according to the map thereof recorded in Volume 2 of Plats at Page 4, Records of Pierce County, Washington, lying between the Westerly line of said plat and the Southerly extension of a line parallel with and 5.35 feet easterly of the line common to Lots 4 & 5, Block 4, of said plat; except Austin Street; together with and subject to covenants, restrictions and easements of records; all situated in the Northeast quarter of Section 6,

County, Washington, attached hereto as Exhibit A and incorporated by this reference as if set forth in full, is hereby vacated.

Section 2. The City Clerk is hereby directed to record a certified copy of this ordinance with the office of the Pierce County Auditor.

Section 3. This ordinance shall take effect five days after passage and publication as required by law and payment of one-half of the appraised value. Upon such payment, the City Clerk shall record a notice that such amount has been paid with the Office of the Pierce County Auditor.

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

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

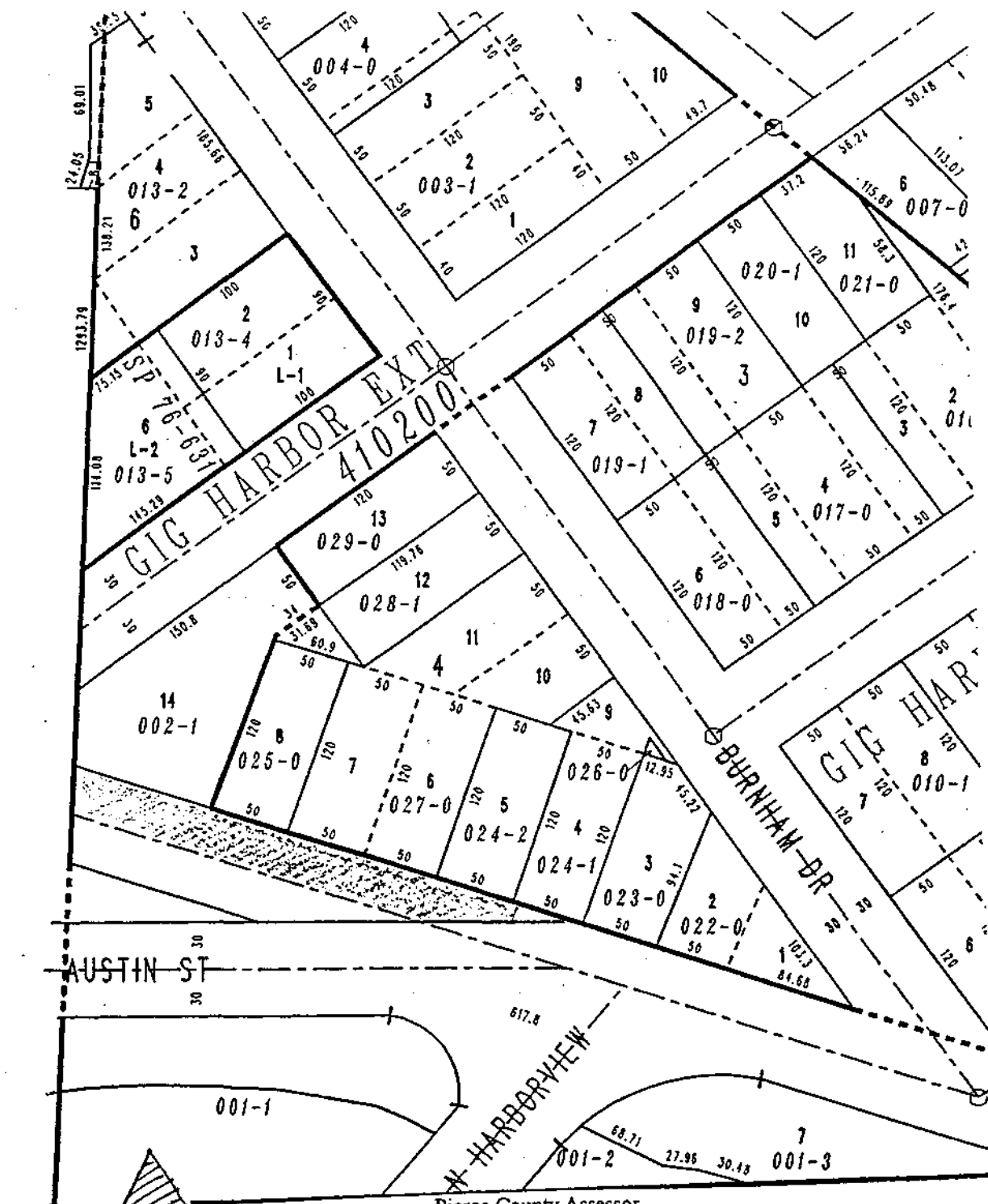
By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:

Exhibit A
Front Street Vacation



Pierce County Assessor
Treasurer GIS Map
Dated 1-31-01
NE-6-21N-2E
Scale = 1" = 100'



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
SUBJECT: MORGAN WATER EXTENSION
DATE: MARCH 7, 2001

INFORMATION/BACKGROUND

Mr. Al Fugita, on behalf of the property owners, Mr. and Mrs. Paul Morgan, is requesting a single-family residential water connection for the Morgan property, Lot 3, Short Plat 81-10-07-0202, at 55th St. Ct. NW. This parcel is within the city's water service area and within the urban growth boundary, but outside of the current city limits. The city already provides water to all other lots in this subdivision, which is across the street from the Rushmore housing development. The Rushmore subdivision is served by the same element of the city water system as the lots in the Morgan's subdivision.

POLICY CONSIDERATIONS

The attached contract binds the property to R-1 uses and all city developmental standards and conforms to GHMC 13.34. The property owners have also made application for a concurrency determination (attached for reference). The authorization for a connection is conditional on City Council approval of the attached contract and upon the Public Works Director's determination that capacity is available. The Public Works Director is not authorized to make his concurrency determination on this outside-city-limits application until the attached contract is approved by the City Council and signed by the Mayor.

FISCAL CONSIDERATIONS

The water system hook-up fee and meter charge for this location is \$1755.

RECOMMENDATION

Staff recommends approval of this contract as proposed.

Tuesday, March 6, 2001

To whom it may concern:

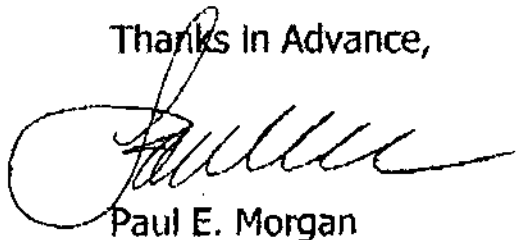
We authorize Al Fujita of Fujita Construction to act on our behalf as our authorized agent in requesting utility usage. This is in regards to our lot in Gig Harbor with legal description as:

Lot 3 of Short Plat #81-10-07-0202 formerly Short Plat 79-194
EXC 24 ft now in Plat of Colvos View Estates as part of Pri Rd
Known as 55th St. Ct. NW
Ease of Record out of 8-015 Seg R-0025 HB EMS

Tax Parcel #0221178049

For any further questions please feel free to contact us at 630-443-0266.

Thanks In Advance,



Paul E. Morgan



Marla M. Morgan

Fujita Construction Co.

P.O. Box 2235 Gig Harbor, WA. 98335 ♦ Phone (253)858-7647 Fax(253)857-6683

February 26, 2001

City of Gig Harbor
3105 Judson St.
Gig Harbor, WA. 98335

Re: Water Availability

To Whom It May Concern:

Fujita Construction request on behalf of Mr. & Mrs. Paul Morgan, property owner of Lot 3 of short plat 81-10-07-0202 on 55th St. Ct. NW. Gig Harbor, water availability for future 4-bedroom residence to be constructed in the near future. Said property lies in Pierce County jurisdiction for building and septic permits. Adjoining properties are currently served by Gig Harbor City water; lot 3 is the last remaining undeveloped parcel in the plat. Unfortunately, a letter of water availability is required by Pierce County to complete the septic design application, and the septic design is required to complete the building permit application. Water usage is probably normally about 50 cubic feet per day for a single-family residence.

Your prompt reply would be greatly appreciated.

Al Fujita
Fujita Construction

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

THIS AGREEMENT is entered into on this 13th day of March, 2001, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and Paul and Marla Morgan, hereinafter referred to as "the Owner".

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

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

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

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

1. Warranty of Title. The Owner warrants that he/she is the Owner of the property describe below and is authorized to enter into this Agreement.

2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property from the existing utility lines on 55th St. Ct. NW at the following location:

Lot 3 of short plat 81-10-07-0202, Section 17, Township 21, Range 2E

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

4. Water Capacity Commitment. The City agrees to reserve to the Owner this capacity for a period of 12 months ending on March 12, 2002; provided however, that the City retains the authority to temporarily suspend such capacity where necessary to protect public health and safety, or where required to comply with the City's NPDES permit, or any other permits required by any agency with jurisdiction, and provided this agreement is signed and payment for water capacity commitments is received within 45 days after City Council approval of extending water capacity to the Owner's property. Water capacity shall not be committed beyond a three year period.

5. Capacity Commitment Payment. The Owner agrees to pay the City the sum of \$500 for water to reserve the above specified time in accordance with the schedule set forth below.

Commitment period	Percent (%) of Connection Fees
One year	Five percent (5%)

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

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

6. Extension of Commitment Period. In the event the Owner chooses to permanently reserve water capacity by paying the entire connection fee before the expiration date set forth above, the Owner shall be responsible for paying the city's monthly water base charge.

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

8. Turn Over of Capital Facilities. If the extension of utility service to Owner's property involves the construction of water or sewer main lines, pump stations, wells, and/or other city required capital facilities, the Owner agrees if required by the City to turn over and dedicate such facilities to the City, at no cost, upon the completion of construction and approval and acceptance of the same by the City. As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:

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

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

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

11. **Annexation.** Owner understands that annexation of the property described on Exhibit "A" to the City will result in the following consequences:

- A. Pierce County ordinances, resolutions, rules and regulations will cease to apply to the property upon the effective date of annexation;
- B. City of Gig Harbor ordinances, resolutions, rules and regulations will begin to apply to the property upon the effective date of annexation;
- C. Governmental services, such as police, fire and utility service, will be provided to the property by the City of Gig Harbor upon the effective date of annexation;
- D. The property may be required to assume all or any portion of the existing City of Gig Harbor indebtedness, and property tax rates and assessments applicable to the property may be different from those applicable prior to the effective date of annexation;
- E. Zoning and land use regulations applicable to the property after annexation may be different from those applicable to the property prior to annexation; and
- F. All or any portion of the property may be annexed and the property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

With full knowledge and understanding of these consequences of annexation and with full knowledge and understanding of Owner's decision to forego opposition to annexation of the property to the City of Gig Harbor, Owner agrees to sign a petition for annexation to the City of the property described on Exhibit A as provided in RCW 35.14.120, as it now exists or as it may hereafter be amended, at such time as the Owner is requested by the City to do so. The Owner also agrees and appoints the Mayor of the City as Owner's attorney-in-fact to execute an annexation petition on Owner's behalf in the event that Owner shall fail or refuse to do so and agrees that such signature shall constitute full authority from the Owner for annexation as if Owner had signed the petition himself. Owner further agrees not to litigate, challenge or in any manner contest, annexation to the City. This Agreement shall be deemed to be continuing, and if Owner's property is not annexed for whatever reason, including a decision by the City not to annex, Owner agrees to sign any and all subsequent petitions for annexations. In the event that any property described on Exhibit "A" is subdivided into smaller lots, the purchasers of each subdivided lot shall be bound by the provisions

of this paragraph.

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

- A. The use of the property will be restricted to uses allowed in the following City Comprehensive Plan designation at the time of development or redevelopment: R-1.
- B. The development or redevelopment of the property shall comply with all requirements of the City Comprehensive Land Use Plan, Zoning Code, Design Review Guidelines, Building Regulations, and City Public Works Standards for similar zoned development or redevelopment in effect in the City at the time of such development or redevelopment. The intent of this section is that future annexation of the property to the City of Gig Harbor shall result in a development which does conform to City standards.

13. Liens. The Owner understands and agrees that delinquent payments under this agreement shall constitute a lien upon the above described property. If the extension is for sewer service, the lien shall be as provided in RCW 35.67.200, and shall be enforced in accordance with RCW 35.67.220 through RCW 35.67.280, all as now enacted or hereafter amended. If the extension is for water service, the lien shall be as provided in RCW 35.21.290 and enforced as provided in RCW 35.21.300, all as currently enacted or hereafter amended.

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

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

none

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

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

16. Specific Enforcement. In addition to any other remedy provided by law or this Agreement, the

terms of this Agreement may be specifically enforced by a court of competent jurisdiction.

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

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

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

DATED this _____ day of _____, 2000.

CITY OF GIG HARBOR

Mayor Gretchen Wilbert

OWNER

Name: *Al Fusita*
Title: *Authorized Agent*

ATTEST/AUTHENTICATED:

City Clerk, Molly Towslee

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

Signature

NOTARY PUBLIC for the State
of Washington, residing at

My commission expires: _____

STATE OF WASHINGTON)
)ss:
COUNTY OF PIERCE)

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

Dated: _____

Signature

NOTARY PUBLIC for the State
of Washington, residing at

My commission expires: _____

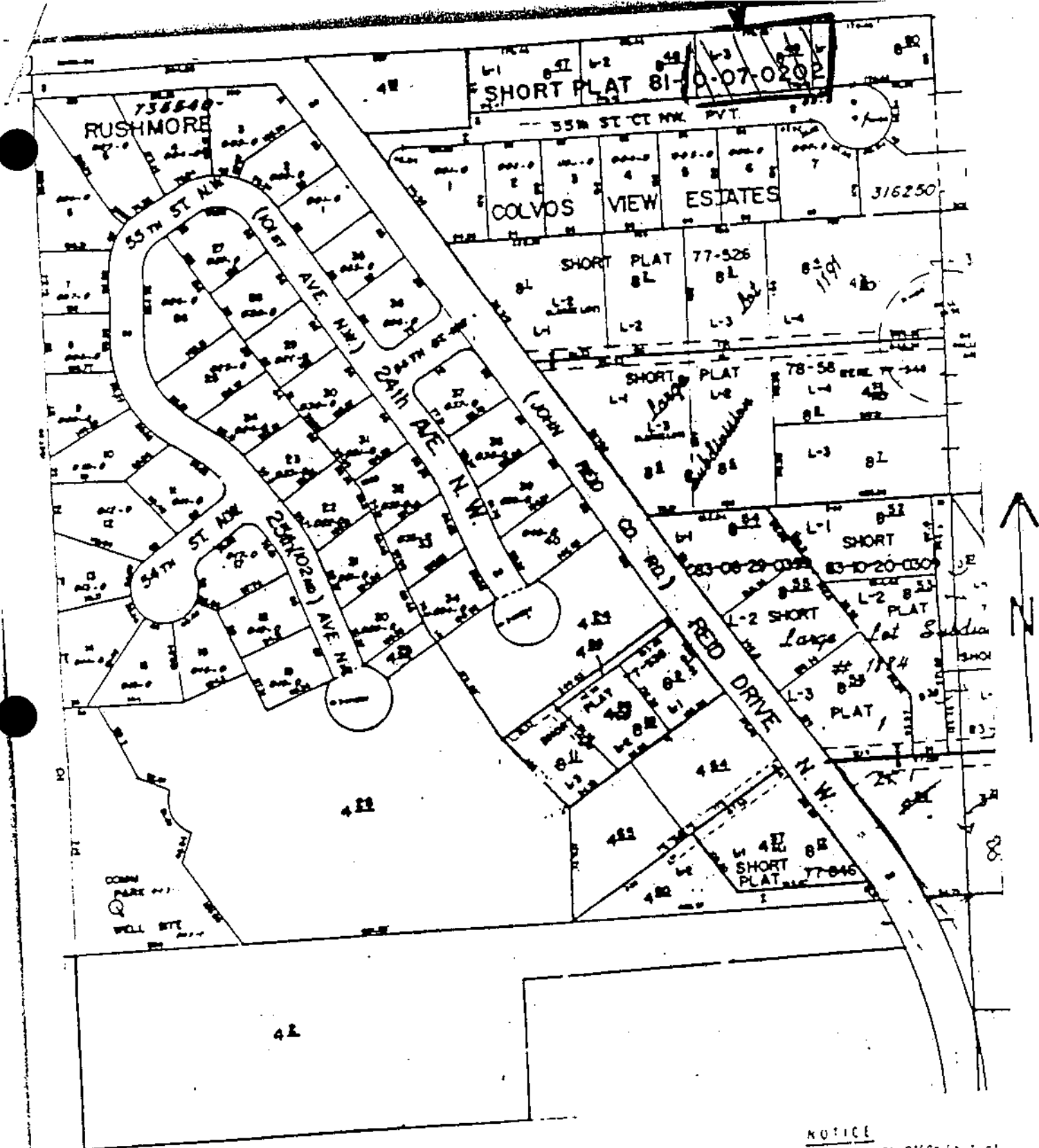
'Exhibit A'

Commencing at the intersection of the east line of Reid County Road in Section 17 Township 21 N, Range 2E with the north line of the southeast ¼ of said section; thence east along said north line 237' to the point of beginning; thence continue east to the NE corner of the SE ¼; thence south 125', thence west to a point south of the point of beginning, thence north to the point of beginning.

Except: the south 24', for common private road easement as shown on the plat of Colvos View Estates and private road agreement recorded at APN 8012190181.

Note:

1. This is an amendment to Pierce County Short Plat No. 79-194 to revise the location of the open space in Lot #4 only. All requirements, conditions, etc. remain the same.
2. All roads are private from Reid Dr. N.W.
3. Developer and/or adjoining land owners & their successors shall bear the expense of constructing and maintaining all private roads and easements on this plat before consideration of any proposal to dedicate such roads to Pierce County, such roads must meet the standards of Pierce County.



SHORT PLAT 81-0-07-0202

RUSHMORE

COLVOS VIEW ESTATES

316250

SHORT PLAT 77-526

SHORT PLAT 78-58

SHORT PLAT 83-10-20-030

SHORT PLAT 77-046

NOTICE

THIS SKETCH IS FURNISHED AS A COURTESY UNIT OF FIRST AMERICAN TITLE INSURANCE COMPANY AND IS NOT A PART OF ANY TITLE COMMITMENT OR POLICY OF TITLE INSURANCE. THIS SKETCH IS FOR INFORMATION ONLY AND IS NOT TO BE USED AS A BASIS FOR ANY INVESTMENT OR AS A BASIS FOR ASSISTING IN ANY INVESTMENT. THE COMPANY DOES NOT ASSUME ANY LIABILITY FOR ANY LOSS OR DAMAGE TO ANY PROPERTY OR INTEREST THEREIN OR FOR ANY OTHER LOSS OR DAMAGE TO ANY PROPERTY OR INTEREST THEREIN. THE COMPANY DOES NOT ASSUME ANY LIABILITY FOR ANY LOSS OR DAMAGE TO ANY PROPERTY OR INTEREST THEREIN. THE COMPANY DOES NOT ASSUME ANY LIABILITY FOR ANY LOSS OR DAMAGE TO ANY PROPERTY OR INTEREST THEREIN.

ORDER NO 322867
 SEC 17 TWP 21 RNG 2E
 SUBD Short Plat 8110070202



City of Gig Harbor. The "Maritime City"

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

CITY OF GIG HARBOR - UTILITIES SERVICE APPLICATION

Application No. _____, Parcel No. 81-10-07-0202, Date 2-28-01

Applicant Fujita Const, Phone # 555 7647

Mailing Address P.O. Box 2235

STORM WATER CALCULATION:

Impervious Area (Sq.Ft.)	Calculation	Units

Connection/Service ADDRESS OR LOCATION: SP. 81-10-07-0202 Lot 3
 Subdivision Colvos View Estates, Lot No. 3
 Date of Hook-Up _____, Meter No. _____, Size _____, Rate _____
 Account No. _____, Meter Location _____

WATER SYSTEM HOOK-UP & METER INSTALLATION CHARGES:

Meter Size	Capacity Factor(s)	Hook-Up Fee (Inside City Limits)	Hook-Up Fee (Outside City) (1)	Meter Charge	Total Fees
<u>3/4"</u>	1	\$1,305.00	<u>\$1,960.00</u>	<u>\$450.00</u>	<u>\$2,510.00</u>
1"	1.67	\$2,175.00	\$3,260.00	\$555.00	\$
1-1/2"	3.33	\$4,350.00	\$6,525.00	(2) \$1,130.00	\$
2"	5.33	\$6,960.00	\$10,440.00	(2) \$1,260.00	\$
Over 2"	(3)	(3)\$	(3)\$	(3) \$	\$

IMPACT FEES & OTHER CHARGES:

Street Boring (2)	\$ 10.00 / Foot		\$
Open Street Cut (2)	\$ 20.00 / Foot		\$
Park Impact Fees	Residential @ \$1,500.00		\$
Transportation Impact Fees	Residential @ \$ 517.30 Commercial/Multi - @ \$		\$
Water Latecomer Fees	Latecomer Fee Calculation \$ Administration Fee \$		\$

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

TOTAL WATER, IMPACT AND OTHER CHARGES: \$ _____

BASIC SEWER SYSTEM CONNECTION FEE:

Zone A	Zone B, C, D	Other	# Of ERU'S *	Total Fee
\$ 755.00	\$ 1,855.00	\$ 2,605.00		\$ _____,00

- Equivalent Residential Unit Calculation for non-residential service:

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

SPECIAL CHARGES:

Check (X)	Type of Fee (1)	FEE
	Encroachment Permit Application & Fee	\$ 50.00
	Sewer Stub Inspection Fee	\$ 125.00
	House Stub Inspection Fee (\$25 in city / \$37.50 out)	\$
	As-Built Plans Fee (Refundable)	\$ 150.00
	Sewer Latecomers Fee/Administration Fee	\$

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

TOTAL WATER , IMPACT & OTHER FEES PAID: \$ _____

TOTAL SEWER SYSTEM FEES PAID: \$ _____

GRAND TOTAL FEES PAID WITH THIS APPLICATION: \$ _____


Application is hereby made by the undersigned property owner or his/her agent for water and/or sewer service for which I agree to pay in advance, for the following estimated charges, the exact charges shall be paid as established by City Resolution, and will be determined at the time a water availability certificate is issued and be payable immediately upon completion of the installation.

I further agree that all rates and charges for water, sewer and/or storm service to the above property shall be paid in accordance with the now-existing ordinances and regulations of the City or any ordinances or regulations adopted hereafter. I agree to comply with the water, sewer and storm drainage service existing ordinances/regulations of the City or any such ordinances/regulations adopted hereafter.

I understand that the City will use all reasonable effort to maintain uninterrupted service, but reserves the right to terminate the water and/or sewer service at any time without notice for repairs, expansions, non payment of rates or any other appropriate reason and assumes no liability for any damage as a result of interruption of service from any cause whatsoever.

I understand that if the City issues a water availability certificate to me, such certificate shall be subject to all ordinances and regulations of the City, as they now exist or may hereafter be amended, and that such certificate expires within one year from the date of issuance, if I do not pay the required fees and request an actual hook-up or connection to the above-identified individual parcel of property within that time period.

I understand that the City shall maintain ownership in such water meters installed by the City and the City shall be responsible for providing reasonable and normal maintenance to such meters.

 _____ 3-8-01
 Applicant's Signature Date

TO BE COMPLETED BY STAFF ONLY:

Receipt No.	Fees Paid	Date	Received By
Building Official	P.W. Inspector	P.W. Supervisor	Finance Technician

Mar-06-01 11:47A City of Gig Harbor - P/W 253-853-7597

P.02



PLANNING AND BUILDING DEPT
DEVELOPMENT APPLICATION CASE NUMBER _____

City of Gig Harbor
Water Concurrence Management Program
Capacity Reservation Certificate (CRC) Application

Submit completed application to:
City of Gig Harbor Public Works Department
3105 Judeon Street, Gig Harbor, Washington 98335
(253) 851-6143 FAX (253) 853-7597

1. APPLICANT (DEVELOPER OR OWNER) PLEASE CIRCLE ONE
Name AL Fujita Company Fujita Const. Co. Telephone 858 7647
Address P.O. Box 2235 City/State/Zip Gig Harbor, WA. 99335

2. PROPERTY OWNER (if other than applicant)
Name Marla & Paul Morgan Company _____ Telephone 630-443-0266
Address 1544 Allen Lane City/State/Zip St. Charles, IL. 60174

PROJECT NAME _____
PROJECT ADDRESS _____ TOTAL ACREAGE .40

3. PROPERTY LEGAL DESCRIPTION (A map showing road access points must be submitted with this application, attach separate pages if needed.)
Attached

4. PROPERTY DESCRIPTION (check one)
Note: Applicants are responsible for accurate land use designations. The issuance of a Water Capacity Reservation Certificate does not constitute land use or development approval.
 Short Plat Commercial/Industrial Single Family Sub-division Multi-family (3+ units)
A. Number of new dwelling units 1 B. Commercial building area in square feet _____

5. PROPOSED WATER USE / NUMBER OF GALLONS PER DAY REQUESTED (INCLUDING IRRIGATION) 125 gal/day?

6. NUMBER OF METERS REQUESTED 1 SIZE OF EACH METER 3/4"

7. EXISTING USE OF PROPERTY vacant

8. PROPOSED PROPERTY USE, IF APPLICABLE single family residence

THE APPLICANT ACKNOWLEDGES THAT A WATER CAPACITY RESERVATION CERTIFICATE (CRC) IS NOT A GUARANTEE THAT WATER WILL BE AVAILABLE TO SERVE THE PROPOSED PROJECT.

SIGNATURE: Marla Mordock Morgan DATE: 3/6/01
(Property Owner Signature)

I, the property owner, authorize my agent to receive all original correspondence (initial)

Questions?

Please call (253) 851-6143 if you have any questions about the Water Concurrence Management Program.

FOR CITY USE ONLY

Approved Reservation Capacity _____ Approval Date _____

Comments: _____

Public Works Approval _____ Planning & Building Approval _____



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 *M.H.*
SUBJECT: SOLID WASTE INTERLOCAL AGREEMENT
DATE: MARCH 7, 2001

INFORMATION/BACKGROUND

There are three, separate, solid waste management systems in Pierce County: the County/Cities and Towns System; the Tacoma/Rushton System; and the Fort Lewis/McChord Air Force Base System. Since 1993, the City of Gig Harbor has participated in interlocal cooperation with Pierce County for the provision of solid waste services. The attached resolution authorizes the Mayor to sign an interlocal agreement to continue this relationship.

POLICY CONSIDERATIONS

The Tacoma-Pierce County Solid Waste Management Plan and the attached interlocal agreement, to be executed separately by Pierce County and each of the 19 cities and towns in Pierce County, define the solid waste management system in Pierce County. In the late 1980s and early 1990s, the County and the cities and towns recognized that a long-term outlook was necessary in order to develop and finance waste reduction and recycling programs and to achieve the economies of scale that would result in a cost-effective waste disposal system. Because the Solid Waste Plan is updated every five years, the parties sought a longer-term solution and agreed to enter into 20-year Interlocal Agreements.

The Interlocal Agreement is the means through which the County, cities, and towns jointly agreed to 1) implement the plan; 2) work together to carry out waste reduction and recycling policy; 3) commit to a 20-year system for the management and disposal of solid waste; and 4) meet or surpass applicable environmental standards.

Specifically, the County agreed to: 1) prepare the solid waste management plan with cost financed through a portion of disposal fees; 2) provide county-wide solid waste management services, including the designation of disposal sites; and 3) take responsibility for managing transfer, processing, and disposal facilities, including the closure and post-closure responsibilities for landfills which handled waste for cities and towns and the unincorporated areas.

The cities and towns agreed to: 1) adopt the County disposal system and authorize the County to designate sites for the disposal of all solid waste collected within the corporate limits of the cities and towns, and 2) not divert solid waste collected with the cities and towns from the designated disposal sites, or from other elements of the County solid waste system, without prior County approval.

p.2 Solid Waste Interlocal Agreement

The current Interlocal Agreements took effect on June 21, 1993 and will be revised upon adoption of this Plan Update.

FISCAL CONSIDERATIONS

None at this time.

RECOMMENDATION

Staff recommends Council passage of the attached resolution subject to review and approval by Legal Counsel.



Pierce County

Public Works and Utilities

JOHN O. TRENT, P.E.
Director

Environmental Services

Gravelly Lake Plaza
9116 Gravelly Lake Drive S.W.
Lakewood, Washington 98499-3190
(253) 798-4050 • FAX (253) 798-4637
posewer@co.pierce.wa.us

RECEIVED

FEB 10 2001

CITY OF GIG HARBOR

February 8, 2001

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

RE: Interlocal Agreement for Tacoma-Pierce County Solid Waste Management Plan

Dear Mayor Wilbert:

As I indicated in my January 3 letter, I am officially notifying you that the Pierce County Council has passed Resolution R2001-4. This Resolution authorizes the Pierce County Executive to execute Solid Waste Interlocal Agreements with the Cities and Towns of Pierce County to endorse and implement the *Year 2000 Tacoma Pierce County Solid Waste Management Plan*.

So that you may complete the plan adoption process, I am enclosing a modified version of the Interlocal Agreement that the Solid Waste Division first sent you in November 2000. It includes technical amendments approved by the Council which incorporate suggestions received from various cities and towns.

I am also enclosing a copy of a "model resolution" that you can use in the adoption process. If you need additional copies, have questions, or need electronic copies of the model resolution or Interlocal Agreement, please call Sally Sharrard, Solid Waste Division, Senior Planner at (253) 798-4050 or contact her by email at ssharra@co.pierce.wa.us. We'd like to make this process as easy for you as possible and are available to attend your meetings upon request.

The Final Plan does not take effect until the Washington Department of Ecology completes its final 45-day review and deems the Final Plan as "current." To complete the review process our office will need to send the Final Plan along with copies of all the cities' adopting resolutions and signed Interlocal Agreements to Ecology. We'd appreciate whatever efforts you can take to complete adoption by March 21, 2001. We have worked closely with Ecology staff during the last two years and do not expect any roadblocks to their final review.

Again, if you have any questions, please call us at (253) 798-4050.

Sincerely,

STEPHEN C. WAMBACK
Solid Waste Administrator

Cors\so1819.scw

- cc: John Ladenburg, Pierce County Executive
- Mark Hoppen, City Administrator
- John Trent, Director, Department of Public Works and Utilities
- Karen Goon, Deputy Director
- Sally Sharrard, Senior Planner



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON ADOPTING THE YEAR 2000 TACOMA-PIERCE COUNTY SOLID WASTE MANAGEMENT PLAN AND AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH PIERCE COUNTY COMMITTING THE CITY TO THE GOALS, POLICIES, RECOMMENDATIONS, AND DISPOSAL METHODS SET FORTH IN THE YEAR 2000 PLAN.

WHEREAS, Chapter 70.95 RCW requires Counties, in coordination with their Cities and Towns, to adopt comprehensive solid waste plans for the management, handling, and disposal of solid waste for twenty years, and to review and amend or revise the plans every five years, as necessary; and

WHEREAS, pursuant to Chapter 70.95 RCW, the County Executive, in 1993, entered into Interlocal Agreements with the Cities and Towns within Pierce County wherein the County agreed to serve as the lead planning agency to maintain the Plan and draft revisions as necessary and to provide a draft of these revisions to the Cities and Towns prior to scheduled County Council public hearing dates; and

WHEREAS, the County in coordination with the Pierce County Solid Waste Advisory Committee developed a Preliminary Draft Plan and Draft Goals and Recommendations and provided the Preliminary Draft Plan and the Draft Goals and Recommendations to the Cities and Towns, conducted an extensive public review process, and incorporated the comments from Cities and Towns and citizens into the Year 2000 Plan; and

WHEREAS, the Pierce County Council adopted the Year 2000 Tacoma-Pierce County Solid Waste Management Plan by Ordinance 2000 - 47S on December 12, 2000; and

WHEREAS, the Pierce County Council authorized the County Executive to execute Solid Waste Interlocal Agreements with each City and Town by Resolution R2001-4 on February 6, 2001; and

WHEREAS, the City of Gig Harbor desires to adopt the Year 2000 Tacoma-Pierce County Solid Waste Management Plan as its comprehensive solid waste management plan; and

WHEREAS, the City of Gig Harbor also desires to enter into a new Interlocal Agreement with Pierce County committing itself to a partnership with the County to coordinate on the implementation of the goals, policies, recommendations, and disposal methods set forth in the Year 2000 Tacoma-Pierce County Solid Waste Management Plan;

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

Section 1. The Year 2000 Tacoma-Pierce County Solid Waste Management Plan is hereby adopted in its entirety as the comprehensive solid waste management plan for the City of Gig Harbor.

Section 2. The Mayor is hereby authorized to execute a Solid Waste Interlocal Agreement between the City of Gig Harbor and Pierce County to commit the City to a partnership with the County to implement the goals, policies, recommendations, and disposal methods set forth in the Year 2000 Tacoma-Pierce County Solid Waste Management Plan.

PASSED this _____ day of _____, 2001.

Gretchen A. Wilbert, Mayor

ATTEST

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

SOLID WASTE INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into between Pierce County, a political subdivision of the State of Washington ("County"), and the City of Gig Harbor, a municipal corporation of the State of Washington ("City"). This Agreement has been authorized by the legislative body of each of the Parties as designated below:

Pierce County Ordinance No. 2000-47S.
Pierce County Resolution No. R2001-4
City of Gig Harbor Resolution No. _____

WHEREAS, pursuant to Pierce County Ordinance No. 92-130 and City of Gig Harbor Resolution No. 370, the County and the City entered into an Interlocal Agreement for the purpose of implementing the 1992 Tacoma-Pierce County Solid Waste Management Plan, (the 1992 Plan); and

WHEREAS, the Pierce County Council has now revised the 1992 Tacoma-Pierce County Solid Waste Management Plan and has adopted the Year 2000 Tacoma-Pierce County Solid Waste Management Plan, (the Plan); and

WHEREAS, the County has asked each city and town to adopt the Plan in recognition of the mutual benefits of working cooperatively to plan and implement a solid waste management system that serves all of the residents of Pierce County; and

WHEREAS, Chapter 39.34 RCW allows jurisdictions to work cooperatively and enter into Interlocal Agreements;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFITS AND COVENANTS DESCRIBED HEREIN, THE PARTIES ENTER INTO AN INTERLOCAL AGREEMENT FOR THE PURPOSE OF IMPLEMENTING THE YEAR 2000 TACOMA-PIERCE COUNTY SOLID WASTE MANAGEMENT PLAN.

Section 1. PURPOSE

This Agreement shall:

- 1.1 Reestablish the respective responsibilities of the Parties to cooperatively carry out the policy recommendations contained within the Tacoma-Pierce County Solid Waste Management Plan, plan for future needs, and effect orderly revisions or amendments to the Plan;
- 1.2 Rededicate the Parties' efforts to develop and implement environmentally-sound and cost-effective solid waste management programs including waste reduction and recycling programs (described in detail in the Plan) that divert the maximum amount possible from the disposed waste stream;

- 1.1 Recommit the Parties to adopt, maintain, and enforce minimum levels of service for residential source separation and collection of recyclables, including residential curbside recycling programs, multi-family residential recycling programs, and residential yardwaste collection programs; and
- 1.2 Recommit the Parties to a coordinated system for the management and disposal of solid waste in Pierce County.

Section 2. STATUTORY AUTHORITY

- 2.1 RCW 70.95.080, requires each county within the state, in cooperation with the various cities located within each county, to prepare a coordinated, comprehensive solid waste management plan. RCW 70.95.080 further allows each city to choose whether it will prepare its own plan, prepare a joint-plan with the county, or authorize the county to prepare a plan for the city.
- 2.2 Chapter 39.34 RCW permits local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage.
 - 2.2.1 Pursuant to the Interlocal Agreement entered into between the Parties in 1993, the City designated Pierce County as the lead agency for preparing future revisions or amendments to plans developed in accordance with Chapter 70.95 RCW.
- 2.3 RCW Chapters 36.58 and 70.95 direct the counties to establish solid waste handling systems and permit the counties to designate solid waste disposal sites to collect revenues to fund compliance with comprehensive solid waste management plans.

Section 3. THE TACOMA-PIERCE COUNTY SOLID WASTE MANAGEMENT PLANS

- 3.1 Pursuant to County Ordinance No. 87-196 and resolutions passed by each city and town, the Tacoma-Pierce County Solid Waste Management Plan was adopted in 1989 as the comprehensive solid waste management plan for all of Pierce County. The Washington Department of Ecology approved this Plan in 1990 with the provision that amendments be made to the waste reduction and recycling elements pursuant to state legislation.
- 3.2 Pursuant to County Ordinance No. 92-130 and resolutions passed by each city and town, the Tacoma-Pierce County Solid Waste Management Plan was amended and re-adopted in 1992 as the comprehensive solid waste management plan for all of Pierce County. The Washington Department of Ecology gave final approval to this Plan in 1993.
- 3.3 Pursuant to County Ordinance No. 2000-47S, the Pierce County Council amended the 1992 Plan and adopted the 2000 Tacoma-Pierce County Solid Waste Management Plan. The 2000 Plan contains descriptions and policy recommendations relating to comprehensive solid waste management within Pierce County. The County provides

solid waste management services for unincorporated Pierce County and for nineteen (19) of the cities and towns. The City of Tacoma, Town of Ruston, and Fort Lewis/McChord Air Force Base maintain their own separate management, collection, and disposal systems and their own separate waste reduction and recycling programs as described in the Plan.

3.4 All three editions of the Tacoma-Pierce County Solid Waste Management Plan (1989, 1992, and 2000) adhere to the same basic philosophy, that waste should be managed in accordance with the priorities established in RCW 70.95.010:

- Waste reduction;
- Recycling;
- Energy recovery, incineration, or landfilling of separated wastes; and
- Energy recovery, incineration or landfilling of mixed wastes.

These priorities should be followed so that Pierce County can maintain at least a 50 percent recycling rate.

Section 4. DEFINITIONS

Terms used throughout this Agreement have the same definitions as in Appendix B and C of the Tacoma-Pierce County Solid Waste Management Plan.

Section 5. OBLIGATIONS OF PARTIES – INTERLOCAL MATTERS

5.1 The respective powers and duties of the Parties shall be exercised individually by each Party. No joint County-City agency is formed pursuant to this Agreement.

5.2 At least annually, Pierce County shall prepare a report on solid waste issues for the City. This report may be delivered in writing or as a presentation at a meeting of the City Council.

5.3 Upon adoption of this Agreement, Pierce County shall contact the City to identify whether City officials responsible for waste management are interested in participating in a group of Pierce County solid waste professionals who would meet periodically to discuss issues of mutual concern and work towards the Parties' mutual goals.

5.4 Pursuant to Chapter 2.92 of the Pierce County Code, one position on the Pierce County Solid Waste Advisory Committee is designated as the representative of the city and town governments (other than Tacoma). The Parties shall work cooperatively to propose to the County Executive candidates to fill this position.

Section 6. OBLIGATIONS OF PARTIES – SOLID WASTE PLANNING

6.1 This Agreement shall serve as the designation of the County as lead solid waste planning agency pursuant to RCW 70.95.080(3). Pierce County accepts this designation and shall serve as the solid waste planning agency for the Parties to this Agreement, but shall not

be responsible for planning for hazardous or dangerous waste, or any other planning responsibility that is specifically designated by State or Federal statute.

- 6.2 Pierce County will prepare, and maintain in a current condition, the Solid Waste Management Plan required by Chapter 70.95 RCW.
- 6.3 Each Party shall notify the other if it has any knowledge which it believes may impact the current condition of the Plan.
- 6.4 Either Party may propose revisions or amendments to the Plan so as to keep the Plan in a current condition. Following the procedures outlined in this section, the County shall be responsible for conducting the amendment and revision process. Further, the County shall review and revise the Plan, as necessary, at least once every five (5) years as required by RCW 70.95.110.
 - 6.4.1 Minor Amendments. A Minor Amendment is a change to the Plan that: a) does not result from a significant change in solid waste stream quantities or characteristics; b) does not occur as the result of a new legal requirement; c) does not occur as a result of, or is not contemplated to result in, any change in the roles and responsibilities of the Parties as established in this Agreement or in the Plan; or d) does not occur as a result of, or is not contemplated to result in, any redefinition of the vision for local solid waste management. A Minor Amendment shall be conducted as follows:
 - (a) The amendment is introduced at a County Council meeting.
 - (b) The County Council schedules a public hearing date and sends the proposed amendment for review and comment to all cities and towns, Pierce County Solid Waste Advisory Committee (SWAC), Pierce County Planning Commission, the Tacoma-Pierce County Health Department, the Washington Department of Ecology and other interested agencies.
 - (c) The County Council holds a public hearing receiving comment from the public as well as from the aforementioned agencies.
 - (d) After the amendment is adopted by the County Council, it is sent to the cities and towns for approval either by adopting the amendment or through a letter of concurrence. The County shall conclude that any city or town which does not adopt the amendment or send a letter of concurrence within 90 days of the Council's adoption is no longer a participant in the Plan. In this case, the city or town shall adopt its own solid waste management plan as required by RCW 70.95.080 and 70.95.110 and provide for its own disposal system.
 - (e) After completion of the 90 day approval period, the amendment will be sent to the Washington Department of Ecology.

- 6.4.2 Major Revisions. A Major Revision is a change to the Plan that: a) is required by a significant change in solid waste stream quantities or characteristics; b) occurs as the result of a new legal requirement; c) occurs as a result of, or is contemplated to result in, any change in the roles and responsibilities of the Parties as established in this Agreement or in the Plan; or d) occurs as a result of, or is contemplated to result in, any redefinition of the vision for local solid waste management. At a minimum, these steps will include:
- (a) A "scoping" period during which the tasks are identified and jurisdictional involvement is solicited.
 - (1) Any decision to change the procedures for preparing revisions to the Plan may be made by the County Council as a result of public input received during the "scoping" process.
 - (2) Within 90 days of the start of the "scoping" period, each city and town shall, in writing, signify its willingness to participate in the revision. The County shall conclude that any city or town which does not signify its willingness to participate as making the choice to no longer participate in the Plan upon the conclusion of the Revision process. In this case, the city or town shall adopt its own solid waste management plan as required by RCW 70.95.080 and 70.95.110 and provide for its own disposal system.
 - (b) Development of a Preliminary Draft Plan and SEPA documents with the help of the Pierce County Solid Waste Advisory Committee.
 - (c) A public review of the Preliminary Draft Plan with a minimum 30-day comment period, and at least one public hearing by the County Council.
 - (d) Revisions to the Preliminary Draft Plan and submittal to the Washington Department of Ecology for a Preliminary Review.
 - (e) Revisions, where appropriate, to the draft Plan to address the comments received from the Washington Department of Ecology's Preliminary Review.
 - (f) Adoption of the revised Draft Plan by the County Council followed by adoption of the Plan by the cities and towns. Cities and towns have 90 days to approve the revision by passing a resolution to adopt. The County shall conclude that any city or town which does not adopt the revision within 90 days of the Council's adoption is no longer a participant in the Plan. In this case, the city or town shall adopt its own solid waste management plan as required by RCW 70.95.080 and 70.95.110 and provide for its own disposal system.

- (g) Submittal of the adopted revised Plan to the Washington Department of Ecology for a Final Plan Review and Approval, at which time the Plan shall be considered adopted.
- 6.5 The County will coordinate planning activities with the City of Tacoma, Town of Ruston, and Fort Lewis/McChord Air Force Base and shall include materials submitted by these jurisdictions into the Plan prepared by the County.
- 6.6 The cost of preparing and maintaining the Solid Waste Management Plan will be borne by the County, financed out of the annual budget approved for the Solid Waste Division by the Pierce County Council.

Section 7. OBLIGATIONS OF THE COUNTY

In furtherance of a county-wide solid waste management system, Pierce County assumes the following obligations:

- 7.1 Management. Pierce County agrees to provide solid waste management services for waste generated and collected within all jurisdictions which enter into Agreements with the County. The County is responsible for implementing an integrated solid waste management system, which includes programs for waste reduction and recycling, as well as planning for the twenty (20) year disposal of solid waste.
- 7.2 Solid Waste Disposal. The County agrees to designate disposal sites for all solid waste generated and/or collected within the corporate limits of the City which will then be delivered to the Pierce County disposal system in accordance with all applicable federal, state, and local environmental health laws, rules, or regulations.
- 7.3 Operations. Pierce County shall be, or shall designate or authorize, the operating authority for transfer, processing or disposal facilities owned by the County. All real property acquired by Pierce County for solid waste management system purposes shall be the property of Pierce County.
- 7.4 Financial Assurance for Closed Facilities. Pierce County shall oversee post-closure responsibilities for the closed Anderson Island, Key Center and Purdy Landfills, and shall serve as post-closure trustee for the Hidden Valley Landfill, all of which entered closure prior to January 1, 1999.
- 7.5 Waste Reduction and Recycling. Pierce County will provide support and technical assistance to the City to establish a waste reduction and recycling program compatible with the County's programs. Pierce County will continue county-wide public information, outreach, and educational programs about waste reduction and recycling activities. The County will be responsible for designing model waste reduction and recycling programs, and for providing information about such programs. The County

will provide technical assistance to private companies which seek to establish waste reduction and recycling programs.

- 7.6 Collection. Pursuant to Chapters 36.58 RCW and 81.77 RCW, Pierce County assumes no responsibility for the regulation of solid waste collection operations either in unincorporated Pierce County nor in the City. The County shall, upon request, provide technical assistance to the City on collection matters.
- 7.7 Data Collection/Monitoring/Forecasting. The County will maintain a Data Collection system to monitor recycling and disposal activity to determine the effects of recycling and waste reduction programs and to forecast trends. Annually, the County will calculate and publicize a county-wide recycling rate. Additional reports can be prepared and provided upon request.
- 7.8 Educational Materials. The County shall develop educational materials related to waste reduction and recycling and strategies for maximizing the usefulness of the materials and make these available to the City. Pierce County intends to continue to move forward aggressively to continue and expand waste reduction and recycling programs and to assist the City with its programs in an advising and consulting capacity. The County will be responsible for designing model educational and public outreach programs, and for providing information about such programs.
- 7.9 Enforcement. With respect to the obligations in this Section, and to the extent allowed by law, it shall be the responsibility of the County to ensure the compliance of contractors and the residents of, and companies doing business within unincorporated Pierce County. Nothing in this Agreement, however, shall affect the enforcement responsibilities and obligations of the Tacoma-Pierce County Health Department or the Washington Utilities and Transportation Commission.
- 7.10 Tipping Fees. When entering into contracts for solid waste disposal service, the County shall propose contract terms and rates necessary to recover all costs of operation including: the costs of handling, processing, and disposal; enforcement and fulfillment of the obligations set out in this Agreement, the Plan, and any ordinances adopted to implement the Plan; defense and payment of claims; capital or operational improvements; and landfill closure and post-closure maintenance. The County shall continue to advise the City of the portion of the tipping fees applied to each of the foregoing obligations, including any portion dedicated to pay long term obligations.
- 7.11 Budget. The Pierce County Solid Waste Division shall propose a budget which funds the obligations set out in this Agreement.
- 7.12 Grants. Pierce County shall research grant opportunities and shall submit coordinated grant applications on behalf of the Parties. The proceeds from grants shall be used in the furtherance of the obligations set out in this Agreement and the Plan.

Section 8.

OBLIGATIONS OF THE CITY

In furtherance of a county-wide solid waste management system, The City of Gig Harbor assumes the following obligations:

- 8.1 Disposal. Through this Agreement, the City adopts the County disposal system for the disposal of all solid waste collected within the corporate limits of the City and shall authorize the County to designate disposal sites for the disposal of all solid waste collected within the corporate limits of the City. No solid waste collected within the City may be diverted from the designated disposal sites, or from other elements of the County solid waste system, without prior written County approval.
- 8.2 Collection. The City, an entity designated by the City as authorized by state law, or a collection company operating under the authority and regulation of the Washington Utilities and Transportation Commission, shall serve as operating authority for solid waste collection services provided within the City. The City shall take all necessary steps to ensure that non-recycled waste collected within its corporate limits is delivered to the County disposal system. The City will not enter into solid waste collection contracts that would allow waste to be diverted from the County disposal system without prior written County approval.
- 8.3 Waste Reduction And Recycling. The City shall implement and continue to operate programs for waste reduction and recycling in accordance with the Tacoma-Pierce County Solid Waste Management Plan, including, at a minimum, (1) single family recycling collection programs, (2) multi-family recycling collection programs, and (3) yard waste collection programs. The City shall coordinate activities with the County in furtherance of county-wide public outreach and educational programs and messages.
- 8.4 Data Collection and Monitoring. The City shall work with the County to monitor and to report to the County's Data Collection System about recycling tonnages removed from the waste stream which are not otherwise reported through the County's established information gathering system.
- 8.5 Planning. Pursuant to RCW 70.95.080 (3), the City designates the County as lead solid waste planning agency and shall participate in the solid waste planning process described in Section 6 of this Agreement.
- 8.6 Enforcement. With respect to the obligations in this Section, and to the extent allowed by law, it shall be the responsibility of the City to ensure the compliance of contractors and residents of, and companies doing business within the corporate limits of the City. Nothing in this Agreement, however, shall affect the enforcement responsibilities and obligations of the Tacoma-Pierce County Health Department or the Washington Utilities and Transportation Commission.

- 8.7 Financing. The City shall propose a budget which funds its obligations under this Agreement, but may request assistance from the County for those programs that are of mutual benefit.

Section 9. DISPUTES

- 9.1 Should there be any dispute between the Parties concerning compliance with this Agreement, the Parties shall continue performance of their respective obligations under this Agreement and shall attempt to resolve such dispute in a cooperative manner. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then upon notice by either party to the other, the dispute shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules, or other agreed upon local alternative dispute resolution organization.
- 9.2 Within fifteen (15) days after agreement to arbitration has been reached, each party shall submit the name of its own arbitrator and the two arbitrators shall select a third arbitrator from such panel within fifteen (15) days thereafter, or in case of a disagreement concerning the appointment of the third arbitrator, the third arbitrator shall be appointed from such panel by the presiding judge of the Pierce County Superior Court. During such time that the arbitrators are being selected or appointed, the parties shall continue to negotiate in good faith to resolve their dispute in a cooperative manner.
- 9.3 The arbitrators shall apply applicable provisions of Washington law in reaching their determination. The determination by the arbitrators shall be final and binding on the Parties, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.
- 9.4 The Parties shall use their best efforts to conclude all arbitration proceedings within thirty (30) days following the commencement of such arbitration proceedings.
- 9.5 The costs of arbitration shall be shared equally by the Parties, except that the arbitrators may, in their discretion, award to the prevailing party its reasonable attorneys' fees and expert and non-expert costs incurred in connection with the proceedings.
- 9.6 If arbitration is requested, the arbitration panel shall make its decision retroactive to the date of request for arbitration, if applicable.

Section 10. DURATION

- 10.1 Effective Date. This Agreement shall become effective immediately upon Pierce County receiving notice from the Washington Department of Ecology that the Department has issued Final Approval of the Plan.

- 10.2 Term. Except as noted in Section 11, this Agreement shall remain in effect for a period of twenty (20) years as set forth in the Plan. The County shall use the 20 year time frame to cost-effectively plan for, design, and/or site disposal facilities. Disposal capacity shall be based upon the Plan's projected needs to meet the twenty (20) year population base of the County and all parties to this Agreement.
- 10.3 Revisions. This Agreement shall be revised concurrent with any Major Revision to the Solid Waste Management Plan. At that time, either Party may propose revisions.

Section 11. TERMINATION

- 11.1 The County may terminate this Agreement should it be unable to negotiate a solid waste disposal agreement that fairly allocates rates, services, and risks among the respective public and private entities providing solid waste services in Pierce County. In this event, the County shall at once begin the Major Revision process and develop a revised Solid Waste Management Plan which recognizes a changed role for the County. The Parties would then enter into new Interlocal Agreements which reflect the changed role.
- 11.2 The City may terminate this Agreement:
- 11.2.1 by providing written notice to the County within 90 days of the County Council's adoption of the latest amendment or revision to the Solid Waste Management Plan. In this case, termination is effective upon the County receiving Final Approval of the Plan from the Washington Department of Ecology.
- 11.2.2 by failing to pass the legislative instrument or failing to issue a letter of concurrence necessary to adopt an amendment or revision to the Plan. In this case, termination is effective upon the County receiving Final Approval of the Plan from the Washington Department of Ecology.
- 11.2.3 by providing written notice to the County during the Major Revision scoping process that the City no longer wishes to participate in the Plan. In this case, termination is effective upon the earlier of the County or the City receiving Final Approval of its Plan from the Washington Department of Ecology.
- 11.2.4 by providing written notice at any other time that the City no longer wishes to participate in the Plan and that it has begun a process to develop its own Solid Waste Management Plan pursuant to Chapter 70.95 RCW. In this case, termination is effective when the City receives Final Approval of its Plan from the Washington Department of Ecology

Section 12. APPROVAL

This Agreement shall be submitted to the Washington State Department of Ecology for its approval as to all matters within its jurisdiction, and shall be filed with the City Clerk, and with the Clerk of the Pierce County Council and with the Secretary of State of the State of Washington.

Section 13. LIABILITY

- 13.1 The Parties commit to a coordinated solid waste management system, and recognize that the City has chosen to commit its waste to the County for handling and disposal in the understanding that this commitment provides certain revenues to the County through which it shall fulfill its obligations as detailed in Section 7 of this Agreement. Except as provided herein, if the County, through acts of negligence or misfeasance, fails to carry out any of its assigned responsibilities, and such results in a claim against the City, the County shall indemnify and hold harmless the City and shall have the right and duty to defend the City through the County's attorneys. Costs incurred by the County thereby are system costs which must be satisfied from disposal fees received by the County. In providing such defense of the City, the County shall exercise good faith in such defense or settlement so as to protect the City's interest.
- 13.2 If the County is not negligent, the City shall hold harmless, indemnify and defend the County for any property damages or personal injury solely caused by the City's negligent failure to comply with the provisions of Section 13.5.
- 13.3 In the event the County acts to defend the City against a claim, the City shall cooperate with the County. In the event the City acts to defend the County, the County shall cooperate with the City.
- 13.4 For purposes of this section, references to City or County shall be deemed to include the officers, employees and agents of either party, acting within the scope of their authority.
- 13.5 All waste generated or collected from within the corporate limits of the City which is delivered to the system for disposal shall be in compliance with the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 9601 et seq.), Chapter 70.95 RCW, and all other applicable federal, state, and local environmental health statutes, ordinances, resolutions, rules, or regulations. The City shall be deemed to have complied with the requirements of this section if it has adopted an ordinance requiring solid waste delivered to the system for disposal to meet such laws, rules, or regulations, and by written agreement has authorized Pierce County to enforce the same for waste originating within the corporate limits of the City.
- 13.6 The County shall provide the City with written notice of any violation of this provision. Upon such notice, the City shall take immediate steps to remedy the violation and prevent similar future violations to the reasonable satisfaction of Pierce County which may include but not be limited to removing the waste and disposing of it to an approved facility. If, in good faith, the City disagrees with the county regarding the violation, such dispute shall be resolved in accordance with the dispute resolution procedures found in Section 9 of this Agreement. Each party shall be responsible for its own attorney's fees and costs. Failure of the City to take the steps requested by the County pending resolution shall not be deemed a violation of this Agreement; provided, however, that this shall not release the City from damages or loss to the County arising out of the failure to take such steps if the Arbiter finds that the City violated the requirements to comply with applicable laws set forth in this section.

13.7 The City is not held harmless or indemnified with regard to any liability arising under 42 U.S.C. § 9601-9675 (CERCLA) as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA) (42 U.S.C. § 9601 *et. seq.*) or as hereafter amended or pursuant to any state legislation imposing liability for cleanup of contaminated property, pollutants or hazardous or dangerous substances.

Section 14. FORCE MAJEURE

The Parties are not liable when failure to perform pursuant to the terms of this Agreement is caused by "force majeure". As used herein, the term "force majeure" means: acts of God including landslides, lightning, forest fires, storms, floods, freezing or earthquakes; civil disturbances, strikes, lockouts or other industrial disturbances; acts of the public enemy, wars, blockades, or public riots; breakage, explosions, accident to machinery, equipment or materials, or unavailability of required materials or disposal site; government restrictions or restraint imposed by law or by rule, regulation or order of superior government authority; and other cause which is beyond the reasonable control of the party affected in which, by the exercise of reasonable diligence, such party is unable to prevent. The Party claiming Force Majeure shall promptly notify the other when it learns of the existence of a Force Majeure condition and shall promptly notify the other when the Force Majeure condition has terminated.

Section 15. MERGER

This Agreement merges and supersedes all prior negotiations, representations and/or agreements between the parties relating to the subject matter of this Agreement – specifically the 1993 Interlocal Agreement between Pierce County and the City – and constitutes the entire contract between the Parties.

Section 16. WAIVER

No waiver by either Party of any term or condition of this Agreement 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 Agreement.

Section 17. THIRD PARTY BENEFICIARY

This Agreement is not entered into with the intent that it shall benefit any other entity or person except those expressly described herein, and no other such person or entity shall be entitled to be treated as a third party beneficiary of this Agreement.

Section 18. SEVERABILITY

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

Section 19. NOTICE

All notices pertaining to this Agreement shall be in writing, and delivered in person or mailed to the parties or officers at the following address:

For the City:
Mayor

For the County:
Solid Waste Administrator

Pierce County Department
of Public Works and Utilities

9116 Gravelly Lake Drive SW

Lakewood, WA 98499-3190

IN WITNESS WHEREOF this Agreement has been executed by each party on the date set forth below:

CITY OF _____

Mayor

Date: _____

Pursuant to Resolution
No. _____

ATTEST:

APPROVED AS TO FORM:

City Attorney

Date: _____

PIERCE COUNTY

Pierce County Executive

Date: _____

Pursuant to Ordinance No. 2000-47S
and Resolution R2001-4

ATTEST:

APPROVED AS TO FORM:

Pierce County Deputy
Prosecuting Attorney

Date: _____



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: PATRICIA IOLAVERA, SENIOR PLANNER
SUBJECT: FIRST READING OF AND ORDINANCE AMENDING ORDINANCE 868
DATE: MARCH 8, 2001

INFORMATION/BACKGROUND

This is a first reading of an amendment to Ordinance 868, allowing one-year extensions to final plats and changing preliminary plats to a Type III-A permit application. The City Attorney had asked that changes be made to the original draft of Ordinance 868, clarifying the language amending Title 16. Unfortunately her changes were not reflected in the Ordinance passed by Council at the last session. We are therefore resubmitting the amended ordinance at this time.

RECOMMENDATION

This is a public hearing and first reading of the amendment to Ordinance 868, clarifying the language and intent of the original changes. Staff recommends passage.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND SUBDIVISIONS, ALLOWING A ON-TIME EXTENSION OF THE TIME PERIOD FOR FILING A FINAL PLAT APPLICATION, ESTABLISHING THE CRITERIA FOR SUCH EXTENSION, AMENDING GIG HARBOR CODE SECTION 16.06.003, AS LAST AMENDED BY ORDINANCE 868.

WHEREAS, on February 26, 2001, the City Council passed Ordinance No. 868, which amended certain code sections relating to land use and subdivisions; and

WHEREAS, Section 16.06.003 of the Gig Harbor Municipal Code was amended in Ordinance No. 868, but the text of the amendment was incorrect; Now, Therefore,

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

Section 1. Section 16.06.003 of the Gig Harbor Municipal Code, as last amended in Ordinance No. 868, is hereby amended to read as follows:

16.06.003 Time Frame for Submission of Final Plat. A final plat meeting all requirements of chapter 58.17 RCW and this Title shall be submitted to the City for approval within five years of the date of preliminary plat approval. PROVIDED, HOWEVER, that the applicant may submit an application to the City at least 30 days prior to the expiration of the preliminary plat approval for a one-time extension of one year. Such extensions may be granted by the City only if: (1) the applicant agrees to construct the development in conformance with the zoning, design review, subdivision, public works standards and other development regulations in place at the time of the application for an extension; and (2) the applicant provides its consent to allow any agency providing a recommendation under RCW 58.17.150 to re-consider and modify its recommendation, and after such reconsideration, each recommendation is unchanged and supports such extension. Pursuant to RCW 58.17.140 a single extension of time for the submission of a final plat may be requested for a period of up to one year as long as the applicant submits the request in

~~writing 30 days before the expiration date of the final plat. The applicant must
comply with all application requirements under RCW 58.17.150.~~

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

Section 3. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 4. Effective Date. This Ordinance shall take effect and be in full force five days after publication of the approved summary.

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

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: 3/7/01
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

SUMMARY OF ORDINANCE NO. ____

of the City of Gig Harbor, Washington

On _____, 2001, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND SUBDIVISIONS, ALLOWING A ONE-TIME EXTENSION OF THE TIME PERIOD FOR FILING A FINAL PLAT APPLICATION, ESTABLISHING THE CRITERIA FOR SUCH EXTENSION, AMENDING GIG HARBOR CODE SECTION 16.06.003, AS LAST AMENDED BY ORDINANCE 868.

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

APPROVED by the City Council at their meeting of _____, 2001.

MOLLY TOWSLEE, CITY CLERK



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: PATRICIA IOLAVERA, SENIOR PLANNER
SUBJECT: PUBLIC HEARING AND FIRST READING OF A NEW ORDINANCE
ESTABLISHING CHAPTER 16.11 – BINDING SITE PLANS
DATE: MARCH 6, 2001

INFORMATION/BACKGROUND

This is a public hearing and a first reading of an ordinance establishing a new chapter 16.11 – Binding Site Plans. This is an ordinance relating to the division of land and providing an administrative binding site plan procedure for the division of commercially and industrially zoned property, as an alternative to the subdivision and short subdivision process. The goal of this ordinance is to allow large multi-tenant developments to develop under the normal site plan and design review process, and subsequently be able to subdivide their property for sale, binding all parties to the original terms of the permit approvals.

POLICY CONSIDERATIONS

Binding Site Plan Ordinances are utilized after developments have gone through the entire site plan approval process, allowing developers of properties such as shopping complexes, to parcel and sell their property, at the same time binding the new owners to the original site plan and all its elements. Without a binding site plan process, problems arise at subdivision because elements such as parking, landscaping, setbacks, and other zoning requirements must be considered for the individual properties, not the project as a whole where in they may be shared. Without a binding site plan ordinance, one or two owners must hold all the land in the development and it cannot be subdivided. Lack of ownership of the land then results in an inability for individual businesses to secure loans and make improvements on their properties.

FISCAL CONSIDERATIONS

There is no cost to the City involved in these changes.

RECOMMENDATION

Planning Staff and the Planning Commission recommend adoption of this ordinance.

ORDINANCE NO. _____

AN ORDINANCE RELATING TO THE DIVISION OF LAND AND PROVIDING AN ADMINISTRATIVE BINDING SITE PLAN PROCEDURE FOR THE DIVISION OF COMMERCIAL AND INDUSTRIALLY ZONED PROPERTY, AS AN ALTERNATIVE TO THE SUBDIVISION AND SHORT SUBDIVISION PROCESS; DESCRIBING THE ELEMENTS OF A COMPLETE APPLICATION, SETTING FORTH THE CRITERIA FOR APPROVAL; DESCRIBING THE EFFECT OF A BINDING SITE PLAN ON FUTURE SALES AND DEVELOPMENT OF PROPERTY; ADDING A NEW CHAPTER 16.11 TO THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, a binding site plan is a means of dividing commercial and industrial property into stand alone lots within an integrated development, as authorized by RCW 58.17.035; and

WHEREAS, the City currently has no procedure for binding site plans; and

WHEREAS, the Planning Staff recommended adoption of a binding site plan procedure because: (1) binding site plans facilitate financing, or sale or lease, of developments by creating separate lots for individual ownership, and

WHEREAS, binding site plans will be applicable only to those approved projects that have undergone, or are undergoing, all site plan and design review requirements of the City, or those existing developments whose site plans that have previously received approval under either the City or Pierce County; and

WHEREAS, the City SEPA responsible official has issued a Determination of Non Significance for this Ordinance; and

WHEREAS, a copy of this Ordinance will be sent to the Department of Community Trade and Economic Development; and

WHEREAS, on October 5, 2000 and on November 2, 2000, the Planning Commission held public hearings on this Ordinance, and made a recommendation for approval to the City Council; and

WHEREAS, on March 12, 2001, the City Council considered this Ordinance during a regular City Council Meeting; Now, Therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. A new chapter 16.11 is added to Gig Harbor Municipal Code Title 16 to read as follows:

CHAPTER 16.11

BINDING SITE PLANS

- 16.11.010 Purpose**
- 16.11.020 Applicability.**
- 16.11.030 Complete binding site plan application.**
- 16.11.040 Approval of binding site plan.**
- 16.11.050 Recording and binding effect.**
- 16.11.060 Amendment, modification and vacation**

16.11.001 Purpose. The purpose of this chapter is to create a process for dividing commercially and industrially zoned property, as authorized by RCW 58.17.035. On sites that are fully developed, the binding site plan merely creates new interior lot lines or alters existing interior lot lines. In all cases the binding site plan ensures, through written agreements among all lot owners, that the collective lots continue to function as one site for the following purposes, which shall not be limited to: lot access; interior circulation; common utilities; open space; landscaping and drainage; facility maintenance; and coordinated parking. Such written agreements shall be filed with the Pierce County Auditor and run with the property.

16.11.002 Applicability. Any person seeking the use of a binding site plan to divide his or her property for the purpose of sale, lease or transfer of ownership of commercially or industrially zoned property, is required to have or apply for, a complete and approved site

plan (via City of Gig Harbor Site Plan Review application), prior to any property division, as provided in chapter 58.17 RCW and as required by this chapter.

- A. The site which will be subject to the binding site plan shall consist of one (1) or more contiguous lots legally created.
- B. The site which is subject to the binding site plan may be reviewed independently for fully developed sites; or upon issuance of a valid site development permit.
- C. The binding site plan process merely creates or alters existing lot lines and does not authorize substantial improvements or changes to the property or the uses thereon.
- D. The site which is subject to the binding site plan must have received approval for having met the requirements of the City of Gig Harbor under GHMC 17.98 Design Review unless it was constructed using a Pierce County approved site plan prior to annexation.

16.11.003 Complete binding site plan application. A proposed binding site plan shall be considered under the zoning and other land use control ordinances in effect on the land at the time a fully completed application for a binding site plan is submitted, separately or concurrently with a fully completed application for site plan review (SPR), and filed with the department.

In addition to the requirements for a complete application set forth in GHMC Section 19.02.002, an applicant for a binding site plan permit shall submit the following:

- A. A completed application form provided by the department, signed by all property owners of the subject property or their authorized agents, with supporting documents as required below and which contains sufficient information to determine compliance with adopted rules and regulations.
- B. A site plan approved under by the City and City design review approval, or when a site was previously approved by and developed under Pierce County regulations, a full copy of the approved plans and related documents.
- C. At a minimum, binding site plan applications shall include all regular site plan elements per GHMC Chapter 17.96.050 as well as the following elements:
 - 1. a map or plan showing the location and size of all new proposed lots;
 - 2. proposed and existing structures including elevations and floor plans as known, (plans which show building envelopes rather than footprints must include post-construction treatment of unoccupied areas of the building envelopes);

3. all proposed or existing uses;
 4. the location of proposed or existing open space including any required landscaped areas;
 5. the layout of an internal vehicular and pedestrian circulation system, including proposed ingress and egress for vehicles;
 6. the number and location of proposed or existing parking spaces on and off the site;
 7. a copy of a grading plan and a drainage plan approved by either the City of Gig Harbor – Public Works Department (or any other requirement specified in the City of Gig Harbor Surface Water Design Manual or GHMC); or by Pierce County in the case of pre-annexation construction;
 8. the location and size of on site water bodies and drainage features, both natural and manmade;
 9. a layout of sewers and the proposed water distribution system;
 10. the location and size of any utility trunk lines serving the site;
 11. a phasing plan and time schedule, if the site is intended to be developed in phases or if all building permits will not be submitted within three years; and
 12. a list of any other development permits or permit applications having been filed for the same site;
- D. a completed environmental checklist, if required by Chapter 18.04 GHMC.
- E. copies of all covenants, easements, maintenance agreements or other documents regarding mutual use of parking and access;
- F. copies of all easements, deed restrictions or other encumbrances restricting the use of the site;
- G. documentation of the date and method of segregation for the subject property verifying that the lot or lots were created in accordance with the short subdivision or subdivision laws in effect at the time of creation; and
- H. the payment of fees.

16.11.004 Approval of binding site plan.

- A. Binding Site Plan applications are Type II permit applications. The decision maker shall review the application and may approve the application if the following findings are made:
 - 1. the proposed lots will continue to function and operate as one site, for fully developed sites; and
 - 2. the proposed lots conform to the site plan and design review approvals provided by the City for the development; and
- B. The binding site plan shall contain applicable inscriptions or attachments setting forth limitations and conditions to which the binding site plan is subject, including any applicable irrevocable dedications of property and containing a provision requiring that any development of the site shall be in conformity with the approved site plan, and any applicable subdivision requirements of chapter 16.08.
- C. The decision maker may accept alternative lot-based or lot line requirements (setbacks, buffering between lots, etc.), for individual parcels being created within the approved site plan if all such requirements have been met for the development as a whole.
- D. The decision maker shall (in the case of extant development), or may (in the case of new development) authorize sharing of open space, parking, access and other improvements among contiguous properties subject to the binding site plan. Conditions of use, maintenance and restrictions on redevelopment of shared open space, parking, access and other improvements shall be identified on the binding site plan and enforced by covenants, easements or other similar mechanisms. Such agreements and restrictions shall be filed with the Pierce County Auditor and run with the property. Such agreements shall be approved as to form by the City Attorney, filed with the Pierce county Auditor, and run with the property.

16.11.005 Recording and binding effect.

- A. Upon approval, the binding site plan shall be surveyed and the final recording forms shall be prepared by a professional land surveyor, licensed in the State of Washington. Surveys shall include those items prescribed by RCW. 58.09.060, Records of survey, contents – Record of corner, information;
- B. The approved binding site plan recording forms shall meet all requirements of chapter 16.08.003 for filing plat for record.

- C. Lots, parcels, or tracts created through the binding site plan procedure shall be legal lots of record. All provisions, conditions, and requirements of the binding site plan shall be legally enforceable on the purchaser or any other person acquiring a lease or other ownership interest of any lot, parcel, or tract created pursuant to the binding site plan.

16.11.006 Amendment, modification and vacation. Amendment, modification and/or vacation of a binding site plan shall be accomplished by following the same procedure and satisfying the same laws, and conditions as required for a new binding site plan application, as set forth in this chapter. If a portion of a binding site plan is vacated, the property subject to the vacated portion shall constitute one (1) lot unless the property is subsequently divided by an approved subdivision or short subdivision.

Section 2. As required by RCW 36.70A.106(2), a copy of this Ordinance will be sent to the Washington Department of Trade and Community Development, within ten (10) days after final adoption.

Section 3. 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 4. Effective Date. This ordinance shall take effect and be in full force five (5) days after publication of an ordinance summary, consisting of the title.

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

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By:

MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By:

CAROL A. MORRIS

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

SUMMARY OF ORDINANCE NO. ____

of the City of Gig Harbor, Washington

On _____, 2001, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the main points of which are summarized by its title as follows:

AN ORDINANCE RELATING TO THE DIVISION OF LAND AND PROVIDING AN ADMINISTRATIVE BINDING SITE PLAN PROCEDURE FOR THE DIVISION OF COMMERCIALLY AND INDUSTRIALLY ZONED PROPERTY AS AN ALTERNATIVE TO THE SUBDIVISION AND SHORT SUBDIVISION PROCESS; DESCRIBING THE ELEMENTS OF A COMPLETE APPLICATION, SETTING FORTH THE CRITERIA FOR APPROVAL; DESCRIBING THE EFFECT OF A BINDING SITE PLAN ON FUTURE SALES AND DEVELOPMENT OF PROPERTY; ADDING A NEW CHAPTER 16.11 TO THE GIG HARBOR MUNICIPAL CODE.

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

APPROVED by the City Council at their meeting of _____,
2001.

MOLLY TOWSLEE, CITY CLERK



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: PATRICIA IOLAVERA, SENIOR PLANNER
SUBJECT: FIRST READING OF AN ORDINANCE AMENDING GHMC
CHAPTER 17.04.
DATE: MARCH 6, 2001

INFORMATION/BACKGROUND

Planning staff is offering the following re-definition of "sales, retail" and a new definition of "binding site plan".

An inquiry of the Department of Planning and Building Services as to what types of goods qualify under retail sales has prompted the need for clarification. Though the common sense understanding of retail goods would likely be "goods sold in typical stores", there is at least one proponent of the idea that retail sales could include automobiles, recreational vehicles, boats etc. While the code clearly defines those specific types of sales as allowable in certain zones, "retail sales" are allowed in many zones. In order to eliminate any confusion about the City's intent in this regard, we are proposing a more explicit definition. The planning commission has reviewed this definition and recommends approval.

The new definition for "binding site plan" is proposed as an accompaniment to the Binding Site Plan Ordinance.

POLICY CONSIDERATIONS

The change to "retail sales" affects the following zoning districts:

- B-2 – Business 2 – currently allows retail sales but explicitly excludes motor vehicles, trailers boats etc.
- DB – Down Business – currently allows retail sales (doesn't say excluding autos)
- C-1 – Commercial – specifically allows automobile and boat sales.
- WC – Waterfront Commercial – general retail sales but also specifically allows boats.
- PCD – C Allows retail sales.
- MUD – Allows retail sales. (along Burnham)

The definition for binding site plans clarifies the use of the Binding Site Plan Ordinance.

FISCAL CONSIDERATIONS

There is no cost to the City involved in these changes.

RECOMMENDATION

Planning Staff and the Planning Commission recommend adoption of this ordinance.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING THE DEFINITION OF "SALES, RETAIL" AND CREATING A NEW DEFINITION FOR "BINDING SITE PLAN"; AND THEREBY AMENDING SECTION 17.04.705, AND ADDING A NEW SECTION 17.04.105, TO THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the during work sessions on July 6, 2000, July 20, 2000, October 19, 2000, and November 16, 2000, the Planning Commission considered adoptions of a new definition defining "binding site plans" §17.04.105 to the municipal code that would acknowledge specific types of museums as public institutions; and

WHEREAS, the during work session on July 20, 2000, the Planning Commission considered adoptions of a redefinition of "sales, retail" §17.04.705 of the municipal code; and

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

WHEREAS, the Planning Commission on October 5, 2000 held a public hearing on the definitions of "binding site plan" and on November 2, 2000 held a second public hearing on the definition of "binding site plan"; and recommends that the City Council approve this Ordinance; and

WHEREAS, the City Planning Director forwarded a copy of this Ordinance to the Washington State Department of Trade and Community Development on October 17, 2000 pursuant to RCW 36.70A.106; and

✓

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of _____; Now, Therefore,

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

Section 1. A definition of "Sales, retail" Section 17.04.705 the Gig Harbor Municipal Code, is hereby amended as follows:

17.04.705 Sales, retail: "Sales, retail" means the point of purchase acquisition of small quantities of finished goods or products, excluding motorized vehicle, trailers, manufactured homes and boats, by the general public ultimate consumer.

Section 2. Section 17.04.105 of the Gig Harbor Municipal Code is hereby added, to read as follows:

17.04.105 Binding Site Plan. A "binding site plan" is a plan drawn to scale processed in accordance with the provisions of this title and RCW 58.17, which:

- A. Identifies and shows the areas and locations of all streets, roads, improvements, utilities, open spaces, critical areas, parking areas, landscaped areas, surveyed topography, water bodies and drainage features and building envelopes.
- B. Contains inscriptions or attachments setting forth such appropriate limitations and conditions for the use of the land as are established by the director, to include those conditions part of the original site plan that .
- C. Contains provisions requiring any development or division of land to be in conformity with the approved site plan.

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

Section 4. Effective Date. This ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

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

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

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

SUMMARY OF ORDINANCE NO. ____

of the City of Gig Harbor, Washington

On _____, 2001, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING THE DEFINITION OF "SALES, RETAIL" AND CREATING A NEW DEFINITION FOR "BINDING SITE PLAN"; AND THEREBY AMENDING SECTION 17.04.705, AND ADDING A NEW SECTION 17.04.105, TO THE GIG HARBOR MUNICIPAL CODE.

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

APPROVED by the City Council at their meeting of _____, 2001.

MOLLY TOWSLEE, CITY CLERK



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: PATRICIA IOLAVERA, SENIOR PLANNER
**SUBJECT: FIRST READING OF ORDINANCE RESCINDING THE MORATORIUM
ON PLANNED UNIT DEVELOPMENT AND PLANNED RESIDENTIAL
DEVELOPMENT APPLICATIONS.**
DATE: MARCH 8, 2001

BACKGROUND/INTRODUCTION

Attached for Council's consideration are the DRAFT Ordinance adopting Findings and Facts for rescinding the moratorium on permit applications under 17.89 Planned Residential Development and 17.90 – Planned Unit Development and of the Gig Harbor Municipal. Council may now adopt this Ordinance in one reading. Revised chapters 17.89 and 17.90 of the Gig Harbor Municipal Code have been passed at the last Council meeting.

POLICY ISSUES

The moratorium on the ordinance required that the moratorium be lifted by a separate ordinance.

RECOMMENDATION

This is the first reading of the ordinance. Staff recommends passage in one reading.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, TERMINATING THE MORATORIUM ORIGINALLY IMPOSED ON MAY 8, 2000 ON THE ACCEPTANCE OF APPLICATIONS FOR PLANNED UNIT DEVELOPMENTS UNDER CHAPTER 17.90 GHMC AND PLANNED RESIDENTIAL DEVELOPMENTS UNDER CHAPTER 17.89 GHMC.

WHEREAS, on May 8, 2000, the City Council passed Ordinance No. 843, adopting an immediate moratorium on the acceptance of certain nonexempt development applications for property in the City;

WHEREAS, the City subsequently continued to moratorium to complete its review, planning and adoption process for new regulations addressing planned unit developments and planned residential developments; and

WHEREAS, on February 26, 2001, the City Council determined that its review, planning and adoption process for new regulations addressing planned unit developments and planned residential development was complete, Now, Therefore,

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

Section 1. Termination of Moratorium. The Council hereby terminates the moratorium on the acceptance of non-exempt development applications, as such moratorium was originally imposed under Ordinance 843 for planned residential developments and planned unit developments.

Section 2. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 3. Effective Date. This Ordinance shall take effect and be in full force immediately upon passage under GHMC Section 1.08.020(B), upon an affirmative vote of a majority plus one of the whole membership of the Council.

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

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: 3/6/01
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

SUMMARY OF ORDINANCE NO. ____

of the City of Gig Harbor, Washington

On _____, 2001, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, TERMINATING THE MORATORIUM ORIGINALLY IMPOSED ON MAY 8, 2000 ON THE ACCEPTANCE OF APPLICATIONS FOR PLANNED UNIT DEVELOPMENTS UNDER CHAPTER 17.90 GHMC AND PLANNED RESIDENTIAL DEVELOPMENTS UNDER CHAPTER 17.89 GHMC.

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

APPROVED by the City Council at their meeting of _____, 2001.

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: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR *DRS*
SUBJECT: CRESCENT CREEK RESTORATION PROJECT
BIOLOGICAL EVALUATION - CONSULTANT SERVICES CONTRACT
DATE: FEBRUARY 28, 2001

INTRODUCTION/BACKGROUND

Over the past few years, the bank along Crescent Creek at the City Park has been quickly eroding. This erosion has increased the vulnerability of the large trees along the bank, causing the root system to become undermined, creating a potential dangerous situation. If left unchecked, the bank will continue to erode and further intrude upon the park and degrade the creek habitat.

In 2000, the City budgeted park funds for the restoration of this section of Crescent Creek. The project was to add protection along the bank and re-vegetate the buffer of the stream. The Public Works Department has cooperated with Mr. Lawrence Oathout, a local fisheries advocate. Together with Mr. Oathout, the City plans on performing the restoration work on the stream bank this year.

In order to proceed with the work necessary for the restoration, a number of local, state, and federal permits are required. In addition to the permits, a biological evaluation is required to identify any impacts to listed species.

After reviewing the Consultant Services Roster and checking with other agencies, the consulting environmental services firm of Applied Environmental Services, Inc., was selected as best qualified to perform the work. Their selection was based on their training and experience in environmental evaluations and biological assessments, past performance with City projects, familiarity with the area, and ability to complete the work within the project schedule.

Authorization is requested to execute a Consultant Services Contract in the not-to-exceed amount of \$5,950.00 with Applied Environmental Services, Inc., for environmental engineering services including, permit assistance and a biological evaluation for the Crescent Creek Restoration Project.

FISCAL CONSIDERATIONS

This project was identified in the park fund of the 2000 Annual Budget. Since this project was anticipated in 2000 but was not constructed, the funds allocated for this project remain in the City's park fund to provide for construction in this year.

RECOMMENDATION

Staff recommends that the Council move and approve execution of the Consultant Services Contract with Applied Environmental Services, Inc., for environmental engineering services for the Crescent Creek Restoration project in an amount not to exceed five thousand nine hundred fifty dollars and no cents (\$5,950.00).

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Applied Environmental Services, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 1550 Woodridge Drive SE, Port Orchard, Washington 98366 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the design of erosion control and restoration for the Crescent Creek Restoration Project, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated February 9, 2001, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Five thousand nine hundred fifty dollars and no cents (\$5,950.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City

objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. . The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2001; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs

incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

CONSULTANT
Lisa Berntsen
Applied Environmental Services, Inc.
1550 Woodridge Drive SE
Port Orchard, Washington 09366
(360) 769-8400

David R. Skinner, P.E.
Director of Public Works
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-8145

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2001.

CONSULTANT

CITY OF GIG HARBOR

By: Lisa Bernts
Its Principal

By: _____
Mayor

Notices to be sent to:

CONSULTANT
Lisa Berntsen
Applied Environmental Services, Inc.
1550 Woodridge Drive SE
Port Orchard, Washington 98366
(360) 769-8400

David R. Skinner, P.E.
Director of Public Works
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-8145

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk



STATE OF WASHINGTON)
) ss.
COUNTY OF Kitsap)

I certify that I know or have satisfactory evidence that Lisa Bernsten 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 President of Applied Environmental Service Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 03-05-01

Tessa E. Reeve

Tessa E. Reeve

(print or type name)

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

Port Orchard

My Commission expires: 01-15-03



STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

A PPLIED

E NVIRONMENTAL

S ERVICES, INC.

February 9, 2001

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

Attention: Chris Munter

Subject: Statement of Qualifications, Scope of Work, and Contract for a Biological Evaluation for the Crescent Creek Restoration Project.

RECEIVED

FEB 14 2001

CITY OF GIG HARBOR
PUBLIC WORKS DEPT.

Dear Chris,

Thank you for selecting Applied Environmental Services, Inc. (AES) as your environmental consultant. The following scope of work and estimated budget has been prepared based upon our discussions with you and our understanding of the proposed project. If there are any questions or concerns regarding our proposal, please call us to discuss your comments. We would be happy to revisit any of the assumptions we have made in this effort. The estimated cost for each task described below includes both labor and non-labor figures. We are prepared to begin the work as soon as the contract is signed and returned to AES.

Scope of Work

Task 1. File Review and Paper Inventory

Prior to the field effort, we will collect sufficient documentation to focus our field review. This effort will include discussions with the City of Gig Harbor to review the project parameters and design features. Maps such as the USGS topographic map, National Wetland Inventory map, Soils map for Pierce County, etc. will be collected to expand our understanding of the site prior to the field visit. AES will also obtain the Washington State Habitats and Species Database (PHS) map for the site. The PHS map illustrates documented species use and distributions. An information request to various resource agencies (state and federal) soliciting input regarding species presence within a 1.5-mile radius of the proposed project site will be prepared by AES and submitted to the relevant agencies. Assistance from Gig Harbor in the federal requests would expedite receipt of federal species lists.

Estimated Task 1 Budget

\$450.00

Task 2. Onsite Investigation

AES will conduct an onsite investigation to document evidence of the wildlife habitat features, species presence, and correlation of site conditions to the information obtained through Task 1. Our site investigation will include looking for evidence possible impacts to listed fish or wildlife that could be associated with the proposed project. AES will photograph significant habitat features found on the property and surrounding vicinity for documentation. These photographs will be included in the final report to support our conclusions and results. The photo record will also facilitate agency review of the report.

Estimated Task 2 Budget

\$1,750.00

1

1550 Woodridge Dr. SE
Port Orchard, WA 98366
(360) 769-8400

Task 3. Biological Evaluation Report

AES will prepare a report describing the methods followed, results and discussion, and conclusions of noted features of the site. The report will focus on the "major concerns that should be addressed in the BE..." for targeted species identified in Task 1. An "impacts to the proposal" section will be prepared based upon our fieldwork and review of the engineering plans. This Biological Evaluation will be prepared following directions provided by the U.S. Army Corps of Engineers.

AES will provide a draft report for your review and comment prior to final report completion. We will prepare the final report after you have had the opportunity to view the results and provide input to the "impacts of the proposal" section of the document. AES will prepare a final report addressing your comments that will then be submitted for jurisdictional review and final permitting. Three copies of the final report will be provided at the cost quoted below, and additional copies may be requested at an additional production cost. Any application fees are the responsibility of the applicant and not part of this scope of work or budget proposal.

Estimated Task 3 Budget \$2,250.00

Task 4. Permit Preparation

AES will complete all required permits for local, state, and federal agencies. These permit documents include:

- ◆ State Environmental Policy Act (SEPA) checklist
- ◆ Joint Aquatic Resources Permit Application (JARPA)
 - ◆ Section 404 Clean Water Act – Rivers & Harbors Act (US Army Corps of Engineers)
 - ◆ Hydraulic Project Approval (Washington Department of Fish & Wildlife)
 - ◆ Substantial Shorelines Development Permit (administered by Gig Harbor)

The US Army Corps of Engineers has specific drawing requirements that must be adhered to in order to obtain efficient processing of the permit application. This task has been prepared with the understanding that drafting will be completed by others and will be in acceptable COE format. AES will help to direct the drafting effort by providing an overview of the drawings and submit suggestions to help complete the application package. To expedite the permitting process, AES suggests each applicable agency be mailed these forms from our office because local jurisdictions often forget to route these applications properly and projects become delayed.

Estimated Task 4 Budget \$1,500.00

Task 5. Additional Tasks as Requested

AES has the capabilities to further assist the client with the design and planning surrounding this project. The tasks described above are those that we understand to be minimally required to complete the Biological Evaluation. Additional effort may be needed such as agency meetings, mitigation planning, and site planning assistance in conjunction with the project engineer. Individual work orders under Task 5 will require a written scope of work change and associated budget increases.

Summary

The total estimated fees for Tasks 1-4 (described above) is \$5,950.00. This proposal includes the tasks we understand to be necessary to prepare a targeted species evaluation and associated report for the proposed creek restoration. In addition, this proposal includes the necessary effort to complete the permitting packages for the various agencies with jurisdiction over the project.

The timing for the work described above will depend upon the design effort and drafting quality and completeness. In general terms, we predict a draft product for your review within five weeks of our notice to proceed from Gig Harbor.

The proposal is based upon our current understanding of the project and may change as more information is transferred to AES. Should additional information become available regarding this project that has direct influence on our work, we would be happy to reassess our scope and fee estimate. All our work will be coordinated with you. Our goals are to provide quality service and products that facilitate project development and jurisdictional acceptance. We have prepared this proposal based upon the information we have available and our experience with these surveys as well as the jurisdiction permit review process.

We are prepared to begin this portion of this project with the receipt of your signature on the attached contract. Two copies of the letter are attached. If you accept this proposal, please sign both copies of the contract and return one to AES, Inc. The other is for your files. If there are any questions regarding this proposal, our estimated fees or the attached material, please call 360.769.8400. Thank you again for this opportunity to assist with your project permitting.

Sincerely,

APPLIED ENVIRONMENTAL SERVICES, INC.



Wayne Wright
Sr. Environmental Scientist PWS
Vice President

WW:jr

attachments

**EXHIBIT B
SCHEDULE OF RATES AND ESTIMATED HOURS**

Applied Environmental Services, Inc.
Project Estimating Sheet

Project Name: Crescent Creek Restoration Biological Assessment
Client: City of Gig Harbor
Date: 3/5/01

Labor Cost Estimate
Sr. Env.

Task Description	Sci.	Env. Sci.	Env. Tech.	Drafting	Clerical
Task 1 - File Review, Pa Inventory, Letter Requests	1.5	4			
Task 2 - Onsite Wildlife Investigation	10	12			
Task 3 - Biological Assessment Report	10	18			2
Task 4 - Permit Preparation	5	15			
Total Hours	26.5	49	0	0	2
Hourly Rate	\$90.00	\$70.00	\$50.00	\$50.00	\$25.00
Labor Cost	\$2,385.00	\$3,430.00	\$0.00	\$0.00	\$50.00

Total Labor Cost

\$5,865.00

Non-Labor Cost Estimate

Item Description	Units	Unit Cost	Item Total
Photocopying	150	\$0.10	\$15.00
Mileage		\$0.345	\$0.00
Maps & Air Photos	1	\$40.00	\$40.00
Information Requests	1	\$30.00	\$30.00
Supplies			\$0.00
Field Equipment (per day)			\$0.00
Dive Equipment (per day)			\$0.00

Total Non-Labor Cost

\$85.00

TOTAL CRESCENT CREEK PROJECT COST

\$5,950.00



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
DIRECTOR, PLANNING & BUILDING SERVICES
SUBJECT: CITIZEN'S SHORELINE REVIEW COMMITTEE APPOINTMENTS
DATE: MARCH 12, 2001

INFORMATION/BACKGROUND

The Department of Planning & Building Services has begun a process to revise and update the June 1994 Shoreline Master Program. To ensure that this process is reflective of the community's concerns and considers all available information, the formation of a Citizen's Shoreline Review Committee is called for. It is intended that such a Committee be comprised of members of the community who represent a wide variety of shoreline interests. In addition to including representatives from the City Council and Planning Commission, the Committee should include persons with interests in or representing community groups, shoreline businesses, boaters, shoreline users, shellfish/aquaculture/fish advocates, residential shoreline property owners, and private marinas. The focus of the Committee will be to address community policy issues and act as an advisory body to City staff and the Consultant.

Mayor Wilbert recently issued a call for citizens interested in volunteering on such a Committee. The solicitation for Committee members was posted on the City website, advertised in the Peninsula Gateway, mailed to interested parties and distributed at City offices. The City received eight letters of interest in response to this advertisement.

RECOMMENDATION

Staff, with concurrence from the Mayor, is recommending that Council appoint the eleven individuals identified on the attached list to the City of Gig Harbor Citizen's Shoreline Review Committee.

Shoreline Plan Update
Citizen's Shoreline Review Committee Appointments
As Recommended by Mayor Wilbert, March 12, 2001

	Applicant	Address	Phone	Interests Represented
1	Carole Jean Holmaas	P.O. Box 206	851-0551	Shoreline Property Owner (UGA) PAC Participant [Realtor]
2	Spencer Abersold	Works at the Tides Tavern, Lives on Randal Drive		Business Community Lifetime Resident Shoreline User/Water Recreation
3	Dan Long	2905 Harborview Drive	858-8811	Private Marina Owners Recreational Boating Yacht Club Marina Trades Fish Advocate (Hatchery Scientist)
4	Bruce Gair	9301 N Harborview Drive		Planning Commission Member Retail Shoreline Business PNA Member Ret Navy
5	Robert Sturdivant	8606 Goodman Drive NW	858-0184	Shoreline Property Owner (UGA) County Planning Participant
6	Marian Berejikan	PNA P.O. Box 507	858-3400	Citizen Environmental Group [PNA]
7	Eric Lindgren	7822 Goodman Drive NW	858-9894	Shoreline Property Owner (UGA) Technical expertise County Shoreline Planning
8	Richard (Dick) Allen	3603 Ross Avenue	851-2124	Planning Commission Member Shoreline Property Owner Commercial Marina Commercial Fishing Hatchery Founder
9	Steve Ekberg	7411 Stinson Ave.	851-7937	City Council Member
10	Marilyn Owel	6844 Main Sail Lane	858-3481	City Council Member
11	Jeff Bucholz	9805 Ridgeway Drive	858-8972	Shoreline Business Owner



City of Gig Harbor. The "Maritime City"

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

TO: CITY COUNCILMEMBERS
FROM: MAYOR GRETCHEN WILBERT *GW*
**SUBJECT: NOMINATION FOR BOARD OF COMMISSIONERS - PIERCE
TRANSIT**
DATE: FEBRUARY 26, 2001

INFORMATION/BACKGROUND

Pierce Transit has presented the opportunity for City Councilmembers to submit a nomination to fill an at large position for the three-year term to the Board of Commissioners. This board member will represent all the small municipalities in Pierce County.

Please consider this memo as informational , unless Council has a strong reason to be represented in this capacity. Since the second and fourth Monday Board Meetings may conflict with our City Council Meetings, it would be difficult for any of us to serve.

The nominations that come from this request to other cities and towns will be submitted for our vote in April.



March 6, 2001

RECEIVED

MAR - 7 2001

CITY OF GIG HARBOR

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

Dear Mayor Wilbert:

The position on the Board of Commissioners for Pierce Transit, elected by the thirteen small cities and towns within the Pierce Transit boundary, will be up for renewal May 1, 2001. Councilmember Phil DeLeo, from the City of Bonney Lake, has represented these municipalities since May 1998. The Board of Commissioners is requesting your cooperation in the nomination and selection of one representative to fill this at-large position. Accordingly, we ask that you please present this item at your next Council meeting for action.

As information, the Pierce Transit Board meets the second and fourth Mondays of each month at 4:30 p.m. at Pierce Transit headquarters, located at 3701 - 96th Street S.W., Lakewood. Board members also have committee responsibilities that require additional meeting commitments. All Board members' terms are for a three-year period; this position's term will expire on April 30, 2004.

In accordance with our bylaws, the following election procedure will be followed:

1. If your council wishes to submit a nomination, the enclosed nomination form must be submitted to Sandy Byers, Pierce Transit Clerk of the Board, no later than **5 p.m. on Thursday, March 29, 2001.**
2. On **March 30, 2001**, a ballot listing the prospective nominees will be mailed to the thirteen town and city councils. Your council will have until **5 p.m. on May 1, 2001**, to return your ballot to the Pierce Transit Clerk of the Board.
3. A certified copy of the council resolution or motion must accompany all ballots. The Clerk of the Board shall count the ballots and announce the results of the balloting to the Board of Commissioners. A plurality of ballots cast will determine the successful candidate.
4. In the event of a tie, the city and town councils will have an additional thirty days to reconsider. The ballot procedure will be repeated until a candidate is selected by a plurality vote.

Nomination Letter
March 6, 2001
Page 2

On behalf of Pierce Transit's Board of Commissioners, I wish to express my appreciation for your cooperation.

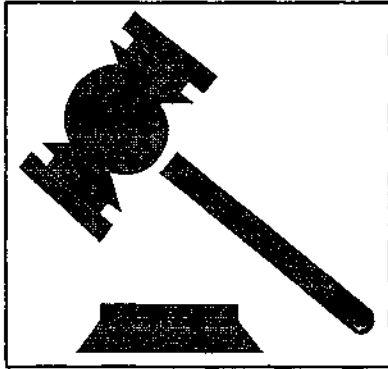
Sincerely,

Wendell Brown

Wendell Brown, Chairman
Pierce Transit Board of Commissioners

Enclosure

cc: Pierce Transit Board of Commissioners
Don S. Monroe, CEO
Sandy Byers, Clerk of the Board
Gig Harbor City Clerk



NOMINATION FORM

The town/city of _____ wishes to nominate
Councilmember _____ to serve as a member of the
Board of Commissioners for Pierce Transit for a three-year term, May 1, 2001, to April 30, 2004,
representing the following towns and cities within the Pierce Transit boundary:

Bonney Lake	Milton
Buckley	Orting
DuPont	Pacific
Edgewood	Ruston
Fife	Steilacoom
Fircrest	Sumner
Gig Harbor	

Date: _____ By: _____

This form must be received by Pierce Transit's Clerk of the Board by 5 p.m., Thursday, March 29, 2001.

March 11, 2001

Gig Harbor City Council
3105 Judson St.
Gig Harbor, WA 98335

Dear Mayor Wilbert and Council Members:

I am concerned that a recent zoning change to a property next to my neighborhood could affect my property value. The city zoning ordinances appear awkward, error prone and - in this case - misleading. With the Comprehensive Plan update this year, the council could simplify zoning by using a common set of designations and maps for long and short range planning. A single set of codes would be fairer to all parties and would save the city administrative and legal costs for changes.

Let me demonstrate my confusion by using the newly rezoned 4-acre Paulson parcel on McDonald Avenue. There are three types of land use ordinances: the Comprehensive Plan, "implementing zoning", and "overlay zoning". From 1994 through 2000, the Paulson property was designated:

- Medium density in the Comp. Plan (4 -12 dwellings per acre)
- Low density parcel zoning- R1 (3-4 dwellings per acre, single family)
- Eligible for Planned Use (PUD or PRD, 4 dwellings per acre with R1)

The application for rezone stated that R1 was not a correct choice for "Medium density" and that **recent growth** warranted the higher density R2. City staff agreed with the R2 zone, as did the hearing examiner.

This leaves unanswered whether R1 is a valid zone for "Medium density" with, or without, a PRD rezone. The problem is there is no unambiguous mapping between the Comp Plan to the "implementation" zones, along with the "overlay" zones.

The "recent growth" occurred by 1998, but there was no attempt to rezone, *or in any other way reclassify the parcel*. Since then, two new neighbors have moved in, believing the parcel behind them is still R1!


My principle zoning issue is 'developers should not be able to decide the land use characteristic of a property'. That is the city's responsibility alone; which it must not delegate. In the example above, the developer could have decided to:

- use the existing R1 zone, -apply for PRD rezone, with R1 zone,
- apply for R2 rezone, or -apply for PRD and R2 rezone.

The difference in land use is dramatic; almost three times the density, and single family versus multiple family dwellings. These types of decisions should not be made in an administrative rezone hearing. They need to be specified by the parcel zoning designation!

I am requesting the city to make **all** land use designations in the Comprehensive Plan, using a common set of zoning codes. The codes control lot density and designate which areas may be subject to Planned Use (PUD/PRD). "Implementation" ordinances would continue to control zone attributes, requirements and restrictions. Changes to land use could be done with annual Comp. Plan amendments (something Olympia is planning on doing for Low Impact).

Sincerely,


David G. Folsom

March 12, 2001

To: City of Gig Harbor Council Members
City of Gig Harbor Mayor
City of Gig Harbor Administrator



**A VISION OF FUTURE COMMUNITY USE OF
CITY OF GIG HARBOR PROPERTIES ON JUDSON STREET**

Another Partnership of the City of Gig Harbor and the Community!



"Neighbor helping Neighbor."

From:

Shirley Tomasi
Executive Director
GH\Pen Cultural Arts Comm.
11107 Hallstrom Dr NW
Gig Harbor WA 98332
253-851-9462
cac@harbornet.com

Len McAdams
Past President
Gig Harbor Lions Club
4310 Foxglove Dr NW
Gig Harbor WA 98332
253-851-1143
lenterrymcadams@aol.com

Ron and Jan Coen
Board Members
FISH
14724 118th Ave NW
GH WA 98329
857-5386
coen.ron@luthbro

From: CAC, GHLC and FISH

COMMUNITY USE OF GIG HARBOR CITY HALL And CITY PLANNING BUILDING

The Judson Street City of Gig Harbor properties will be vacated in about 1-½ years when the new City Government facility is finished on Grandview Avenue. We believe that these facilities should then be dedicated to community use rather than selling them. Some of the reasons for our suggested approach are as follows:

- This Judson Street location is the "Heart" of Gig Harbor and has long been a focal area. It has historical significance and an ambiance that we can be proud of and one that should be maintained.
- To have this continue to be a "Community" place with volunteerism emphasized would be a worthy cause.
- Availability of bus service and proximity to other generally used services makes community use of the facilities very appropriate.
- The emphasis on volunteerism that we suggest adds to future progressiveness of the City and encourages our citizens to be true "partners". We believe this type of partnership materially encourages good citizenship and gives a positive example to future leaders of our community.
- All organizations participating in this vision serve all ages and help the needy.

Our suggested plan would have the Cultural Arts Commission occupy the main floor of the City Hall; FISH would use the lower City Hall area. FISH is better suited to the lower floor because of access to vehicles at the lower parking area. Clients of FISH would have the same needed access. The Planning Building would become the City of Gig Harbor Volunteer Center with the Gig Harbor Lions Club the leading partner in this endeavor. More detailed explanation of the plans of each of these three partners are described in separate papers attached.

We realize that there could be economic pressure to sell these facilities at today's market price. There could be a case made, however, that such property used in the manner we suggest could be an investment with sale in the future always an option. With expected escalation in the value of prime Gig Harbor property, holding the property for community use, with the attendant advantages, could be a wise economic decision.

We would suggest that the above three community entities could be granted a nominal priced lease with a one-year notice clause such that the City could take possession when and if desired to do what they wish with the properties.

This paper is not intended as a full-blown proposal; it is a vision. We believe this concept is worth serious consideration as you look at options for the future use of these properties. We appreciate the City of Gig Harbor being willing to listen to our vision and give it due consideration. We feel very strongly that this is a good approach and would be glad to discuss it further at any time.

CULTURAL ARTS COMMISSION ARTS PROGRAM In UPPER FOOR OF MUNICIPAL BUILDING

The Gig Harbor Key Peninsula Cultural Arts Commission (CAC) is a 501© 3 non-profit, 100% volunteer operated organization. We request consideration for a lease opportunity for the City of Gig Harbor municipal facility upper floor. This facility would be used for centralizing CAC staff, a Student Art Gallery, and providing visual and performing arts information for the community.

STUDENT ART GALLERY

Jim Coolican, Peninsula School District Superintendent, encourages teachers, family, and the community to work together to involve the students in their community. The Gig Harbor Key Peninsula Cultural Arts Commission (CAC) believes a Student Art Gallery (Grades 9 – 12) is one way to bring the students into the community. It would also provide an opportunity to learn the business process, professionalism, and people skills required in the operation of a professional art gallery. Eventually, the students will be responsible for matting, framing, display, sales, business accounting, and contributing co-op volunteer hours. At present, Harbor Gallery in Gig Harbor downtown area agreed to provide temporary exhibit for the students participating in the Studio Art Gallery program. This provides time to refine program processes.

PURPOSE:

- To support and encourage our youth's creative endeavors
- To foster community volunteerism
- To stimulate community, business, and government partnerships relative to the arts
- To maintain an arts resource library, hardcopy and on-line, for community use
- To be an integral resource regarding planning/ambiance as concerns the City of Gig Harbor
- To provide space for ensemble performances, exhibits, meetings.
- To promote area performing and visual arts programs in the Gig Harbor area
- To educate through lectures, master sessions, performing and visual programs.

PROCESS

The Municipal Building upper floor would satisfy the above program elements and CAC space requirements without extensive remodeling. Renovation would be limited, and with City approval. In-kind architectural services, already offered, would make minimal changes. CAC volunteers would staff and schedule the accommodations to serve the above purposes. If you find this a positive vision, worthy of further consideration, CAC is available for planning and implementation discussions.

SUMMARY:

CAC provides enhanced cultural richness to the Gig Harbor area by providing a venue for display, education, and enjoyment of the arts. Your support regarding this matter can assist us in continuing to make a difference in our community

Sincerely,

Shirley Tomasi

GIG HARBOR PENINSULA FISH IN LOWER LEVEL OF CITY HALL BUILDING

The completion of the new city administrative center presents our community with some new and exciting possibilities for use of the existing city hall.

Maintaining the public service nature of the facility is essential if we are to retain the character of Gig Harbor. We are convinced that this can best be done by allowing Gig Harbor Peninsula FISH and the Cultural Arts Commission to occupy the building. These two organizations are highly compatible in nature and would make good neighbors.

Because the current city hall has been the center of public business for several years, it is only appropriate that it continue to serve the public as the home for FISH and CAC. FISH is a creation of this community, completely funded by the community, staffed by the community and in every way, supported by the community. It is fitting and appropriate that FISH should occupy a building owned by the community from which it springs.

As the only volunteer, nonprofit multipurpose social agency in the Gig Harbor area, the city of Gig Harbor has a vested interest in making certain this essential service has adequate housing. The community has clearly claimed FISH as "their" social service agency by their actions over the past 25 years. To have the city demonstrate its support of this community-grown agency through use of the facility would be most fitting.

For several years, FISH has been looking for facilities to meet the growing needs of our community. The current facility is small, inadequate, out of the way and restricts the number of people who can be served. Virtually nothing is available which is affordable for a community-based organization. FISH makes it a point to keep administrative costs to an absolute minimum. Leasing the current city hall for a nominal fee would make even more community provided funding available for direct services to our neighbors.

Among the many advantages of locating FISH downtown, is that for the first time, clients would be able to access the food bank and other services via public transportation, a critical need for many people in difficult circumstances.

Use of the lower floor of the city hall would provide space for a food bank, clothing bank, administrative offices, space for financial counseling, job service, storage for food, storage for Christmas toys and the ability to store household goods to meet the emergency needs of our community. Public meeting spaces could also be made available.

Fish would be delighted to work with the city council to give the "old" city hall, new life.

Sincerely,

Ron and Jan Coen

GIG HARBOR LIONS VOLUNTEER CENTER IN CITY PLANNING BUILDING

Background

The Planning Building on Judson Street is to be vacated in about 1-1/2 years when the City moves its staff to the new City Center on Grandview Avenue. The Lions Club built that facility on City property many years ago and renovated it some time later to house and accommodate the first library in Gig Harbor. When Pierce County brought a County Library to Gig Harbor this first library was abandoned. The Chamber of Commerce occupied the building for some years. When the City required more administrative space, the Planning Department was moved to this site. We believe the Lions Club should be the leader in the future Community use of this building. Below, we have presented our vision of the City of Gig Harbor Volunteer Center in this facility when the Planning Department moves out.

Purposes

- To provide a source of information about all volunteer, service, fraternal and religious entities for those who request it. This would be the Volunteer Center different from the Chamber of Commerce that is focused on economic and business information and assistance.
- To provide a place for the archives and memorabilia and a shared downtown office for the Service Clubs such as the Lions, Rotary, Altrusa and Kiwanis.
- To be a center for and focus of the volunteer, charitable, fraternal and religious organizations that make Gig Harbor a better place to live.
- To provide a central meeting place for small committees of these volunteer organizations.

Process

It is envisioned that the major service organizations, under the leadership of the Lions Club, would take the responsibility for, with City approval, renovating and/or remodeling the Planning Building to best achieve the above purpose. We believe such modification would be minimal. We, the Lions Club, with the help of other similar organizations, would man and schedule the facility during peak hours to provide the necessary service to serve the above purposes. We would solicit the necessary data and other materials to be displayed and disseminated.

Summary Statement

We believe this is a worthwhile use of the facility and that it can be done. We would appreciate the City considering this matter in due course. If the City considers this approach possible, the Gig Harbor Lions Club, in conjunction with other similar organizations, would present plans for the operation of this facility for your consideration.

Sincerely,

Len McAdams