

# **Gig Harbor City Council Meeting**



**April 9, 2001  
7:00 p.m.**

**AGENDA FOR GIG HARBOR CITY COUNCIL MEETING**

**April 9, 2001 - 7:00 p.m.**

**CALL TO ORDER:**

**SPECIAL PRESENTATION:** County Councilmember, John Ladenberg - Economic Development.

**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 March 26, 2001.
2. Correspondence / Proclamations:
  - a) Letter of Support - Roxana Johnson. b) Proclamation - Altrusa Awareness Day.
3. Pump Station 3A - Construction Engineering Services Consultant Services Contract.
4. Pump Station 3A - Electrical Engineering Services Consultant Services Contract.
5. Pump Station 3A - Utility Staking Consultant Services Contract.
6. Pump Station 3A - Testing and Inspection Services Consultant Services Contract.
7. Playground Equipment Purchase Authorization.
8. Wells 5 & 6 - Consultant Services Contract Amendment - Gray & Osborne.
9. East-West Roadway Project - CSP-9801 - Change Order No. 2.
10. City Shop Storage Building - Purchase Authorization.
11. Addendum to Expert Witness Contract - SCA Engineering.
12. Addendum to Expert Witness Contract - Kline Hamilton Realty Advisors.
13. Liquor License Change of Location - The Keeping Room Candles & Wine Etc.
14. Liquor License Assumption - Shorline Steak & Seafood Grill to Anthony's at Gig Harbor.
15. Approval of Payment of Bills for April 9, 2001.  
Checks #32447 through #32581 in the amount of \$184,649.59.
16. Approval of Payroll for the month of March:  
Checks #656 through #703 in the amount of \$172,024.32.

**OLD BUSINESS:**

1. Second Reading of Ordinance - Binding Site Plans.
2. Solid Waste Interlocal Agreement.

**NEW BUSINESS:**

1. Discussion - Westside Business District.
2. First Reading of Ordinance - Donation to Skatepark.
3. In-Car Video System Purchase.
4. First Reading of Ordinance - Mapping Change - Paulson Rezone.
5. Masonic Temple Sewer Request.

**STAFF REPORTS:**

Planning Department - Introduction of Kim Lyonnais, Building Official/Fire Marshal.

**PUBLIC COMMENT:**

**COUNCIL COMMENTS / MAYOR'S REPORT:** Results of the Recreational Survey.

**ANNOUNCEMENT OF OTHER MEETINGS:**

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

**ADJOURN:**

DRAFT

**GIG HARBOR CITY COUNCIL MEETING OF MARCH 26, 2001**

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

**CALL TO ORDER:** 7:04 p.m.

**PUBLIC HEARINGS:**

1. Amendments to Ordinance 868 - Type IIIA Permits and Final Plat Extensions. Mayor Wilbert opened the public hearing at 7:04 p.m. John Vodopich, Planning Director, explained that this was the second reading and formal public hearing to amend Title 16 pertaining to the identification of preliminary plats to a Type IIIA Permit Process and Final Plat approval. No one signed up to speak, and the Mayor closed the public hearing at 7:06 p.m.

2. First Reading of Ordinance - Binding Site Plans. Mayor Wilbert then opened the public hearing on this ordinance. Mr. Vodopich explained that this ordinance would add a new chapter to the Gig Harbor Municipal Code establishing a procedure for binding site plans, an administrative subdivision process allowing for the division of commercial or industrially zoned lands. No one signed up to speak, and the public hearing was closed at 7:07 p.m.

Mayor Wilbert introduced several members of *Friends of the Library*, who made a brief presentation on their organization and what has been accomplished during the year. Lynn Zeir, Manager of the Pierce County Branch of the Library, introduced the others in her group, David Kenneatt, head of all the Pierce County branches, and Janet Wilcox, President of *Friends of the Library*. Mayor Wilbert presented the group with a proclamation recognizing the group's efforts.

**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 March 12, 2001.
2. Correspondence / Proclamations:
  - a) Proclamation - Friends of the Library.
  - b) Proclamation - Building Safety Week.
  - c) Letter from Forever Green, dated 3/14/01.
  - d) Letter from Forever Green, dated 2/27/01.
  - e) Letter from Mobile Home Owners of America.
  - f) Letter from Department of Ecology.
  - g) Letter from Eric Morton, Gig Harbor.
  - h) Letter from Brock Cooper, Scout.
  - i) Letter from Daniel Predoehl.
3. Reappointments to Building Code Advisory Board.
4. Orthophoto and Topographic Data License Agreements -- Triathlon Ltd.
5. Kimball Drive Improvement Project, CSP-9811 - Bid Award.
6. Kimball Drive Improvement Project, CSP-9811 - Consultant Services Contract - Materials Testing.
7. Kimball Drive Roadway Improvement Project - Consultant Services Contract - Construction Survey Services.

8. Grandview Street Watermain Replacement Project – Purchase Authorization.
9. Approval of Payment of Bills for March 26, 2001.  
Checks #32325 through #32446 in the amount of \$238,151.91.

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

**OLD BUSINESS:**

1. Second Reading of Ordinance - Amendments to Ordinance No. 868 - Type IIIA Permits and Final Plat Extensions. This was introduced under the public hearing. Councilmember Pasin voiced concern with the vesting rights of the extensions. Carol Morris, Legal Counsel, addressed this and stressed that changing conditions could affect decisions on a preliminary plat.

**MOTION:** Move to adopt Ordinance No. 879.  
Ekberg/Ruffo - six voted in favor. Councilmember Pasin voted no.

2. Second Reading of Ordinance - Amendment to GHMC Chapter 17.04 - Definitions for Sales, Retail, and New Definition for Binding Site Plans. John Vodopich presented this ordinance, which would amend the existing definition for retail sales and add a new definition for binding site plans.

**MOTION:** Move to adopt Ordinance No. 880.  
Picinich/Ruffo - six voted in favor. Councilmember Dick voted no.

3. Nominations to the Zoo/Trek Authority Board. Mayor Wilbert explained that no one person had received the required 60% to serve in Position Two, and that Pierce County was requesting another ballot. She recommended Ann Kirk Davis, City of Lakewood.

**MOTION:** Move to cast our vote for Ann Kirk Davis, City of Lakewood, to serve in Position Two of the Zoo/Trek Authority Board.  
Picinich/Ekberg - unanimously approved.

**NEW BUSINESS:**

1. First Reading of Ordinance - Binding Site Plans. John Vodopich explained that this item was introduced during the public hearing and then answered questions. He said that this would return at the next meeting for a second reading.

2. Assigned Counsel Agreement. Mark Hoppen presented this agreement to provide the Municipal Court with indigent defense services. He explained that the 3.9% increase was reasonable.

**MOTION:** Move to approve the Mayor to sign this agreement.  
Ruffo/Picinich - six voted in favor. Councilmember Dick abstained.

3. Street Light Operation Easement and Use Agreement – Greyhawk Homeowners Association. David Skinner, Public Works Director, presented this request from the Greyhawk Homeowners for the city to take over the operation and maintenance of three streetlights along Greyhawk Avenue. He explained that the agreement would grant the city an easement for the area around the lights, allowing for maintenance, and recommended authorization of the agreement.

**MOTION:** Move to authorize the execution of the Streetlight Operation Easement and Use Agreement between Greyhawk Homeowners Association and the City of Gig Harbor.

Ruffo/Dick - six voted in favor. Councilmember Picinich abstained.

4. Pump Station 3A Project, CSSP-0002 – Bid Award. David Skinner presented this bid award to construct a new sewer lift station to replace the undersized pump station #3. He explained that the bid exceeded the engineer's estimate, due to a number of changes. He said that upon examination, the bids were consistent to each other, even though they exceeded the estimate. He explained that the budgeted amount of \$500,000 was based on a smaller pump and last year's costs, and gave an overview of the need for a larger system. He discussed the overage with the Finance Director, and determined that the sewer capital budget could not support the increased amount. He answered Council's questions regarding the project cost and funding.

**MOTION:** Move to authorize award and execution of the contract for the Pump Station 3A Project to Strider Construction Company, Inc., as the lowest responsible bidder, for their bid proposal amount of One million one hundred one thousand eight hundred sixty-three dollars and thirty cents (\$1,101,863.30).

Dick/Ruffo - six voted in favor. Councilmember Young voted no.

#### **STAFF REPORTS:**

Mitch Barker, Chief of Police, gave an overview of the February statistics from his department and explained it was still too early in the year to determine any trends. He gave an update on the two newly hired officers, who were doing very well in the academy. He added that they would be in service on their own later this year. He added that the department had been running short-handed due to two members being out on injuries.

David Skinner, Public Works Director, said that he wanted to continue to keep Council apprised of the water situation. He explained that the city was down to approximately 314 gallons per day, which equates to one ERU. He answered Council's questions on what was happening at the state level to address water rights.

#### **PUBLIC COMMENTS:**

John Miller - former City Councilmember. Mr. Miller gave a presentation on the organization Forward Together, and their current project, *Forever Green*, which focuses on parks and

recreation in Pierce County. He talked about the area growth, the increased demand on parks, and the opportunity to work together to address this issue. He announced several upcoming meetings to encourage cooperation between agencies. Mayor Wilbert asked for Councilmembers' interest in attending the meetings to address noticing requirements.

Roxana Johnson - 5818 35<sup>th</sup> St. NW. Ms. Johnson explained that she was a senior at Gig Harbor High School, and the current Homecoming Queen. She said that she had entered into a scholarship competition, "America's Homecoming Queen" to further her educational opportunities, and had been selected as one of twenty contenders in the state. The next step in the competition would require a sponsorship of \$350, and she asked for the city's support. Mayor Wilbert offered her personal support. Carol Morris, Legal Counsel, explained that the law would not allow the city to participate in the sponsorship.

Colonel William Camiano - Ft. Lewis Liaison. Col. Camiano thanked Mayor Wilbert for attending the recent "Women's History Event" at Ft. Lewis, and gave a brief overview of the day. He announced the upcoming Special Olympics in June, and that there would be a Color Guard marching in the Maritime Gig.

Jeff Ball - 1152 No. 90<sup>th</sup> Street, Seattle. Mr. Ball requested consideration to include his property in the Urban Growth Area. He gave the background of the situation, explaining that he needed to be included in the UGA to request city water. John Vodopich explained that he had been working with Mr. Ball, adding that the property was not contiguous to the city. He said that the property owners that were located between Mr. Ball and the city boundary were not comfortable being included in any request to be included in the UGA at this time. He addressed questions regarding the possibility of including this property in the UGA. David Skinner explained that it would take an amendment to the Comprehensive Plan to include this area, and that the city could not justify the expansion to the County due to the current water situation. Mr. Ball said he appreciated working with staff and he hoped that in the future, consideration could be made.

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

Councilmember Ekberg commented on the letter in Correspondence regarding the After-dark Skatepark Party. He said that he hoped that the city could cooperate with the students attempting to organize this function. Mark Hoppen explained that the rule on park use after sundown did not allow for use of the city park after daylight hours, and then addressed the liability issues surrounding such a function. David Skinner explained that the current construction on the site would prevent the success of such an event and would add to the liability issues.

**ANNOUNCEMENT OF OTHER MEETINGS:** None.

**EXECUTIVE SESSION:** For the purpose of discussing pending and potential litigation per RCW 42.30.110(i) and property acquisition per RCW 42.30.110(b).

**MOTION:** Move to adjourn to Executive Session at 8:47 p.m., for the purpose of discussing pending and potential litigation per RCW 42.30.110(i) and property acquisition per RCW 42.30.110(b) for approximately 30 minutes. Dick/Ruffo - unanimously approved.

**MOTION:** Move to return to regular session at 9:15 p.m. Picinich/Young - unanimously approved.

**ADJOURN:**

**MOTION:** Move to adjourn at 9:20 p.m. Picinich/Ruffo - unanimously approved.

Cassette recorder utilized.  
Tape 611 Both Sides.  
Tape 612 Side A 000 - end.  
Tape 612 Side B 000 - 185.

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Mayor

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City Clerk



City of Gig Harbor. The "Maritime City"

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

March 29, 2001

To Whom It May Concern:

Pride runs deep in the roots of our diverse cultural heritage in beautiful Gig Harbor. As our community expands with grace and dignity, we take joy in honoring the strengths and ambitions of our young people.

So it is with great pride and joy that we join in sponsoring Roxana Johnson, Gig Harbor High School's Homecoming Queen, as a candidate for a scholarship award through the America's Homecoming Queen Competition.

Thank you for providing our talented young adults with the opportunity to further their education. We realize that a young woman like Roxana is destined to be a leader for tomorrow, working in partnership with others to create livable communities.

Selecting Roxana Johnson for the title of Homecoming Queen for the State of Washington would bring honor to the City of Gig Harbor, the State of Washington, and to your organization.

Thank you for your consideration.

Gretchen A. Wilbert, Mayor

John Picinich, City Councilmember

Derek Young, City Councilmember

Bob Dick, City Councilmember

Frank Ruffo, City Councilmember

Steven Ekberg, City Councilmember

Jim Pasin, City Councilmember

Marilyn Owel, City Councilmember



## PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, **Altrusa International** was founded in 1917, the **Gig Harbor Chapter of Altrusa International** was founded in 1982 and currently has 23 local members; and

WHEREAS, the motto for **Altrusa International** is Patriotism, Efficiency, and Service, with a major emphasis on Literacy; and

WHEREAS, the purpose of the organization is to promote community service by an international network of professionals in diversified career classifications; and

WHEREAS, Altrusans are committed to the philosophy of unselfishness and the joy of giving, rather than receiving; and

WHEREAS, Altrusa of Gig Harbor has founded many local club projects including the *Yearly Health Expo* and the *Adult Literacy Project*; has assisted Purdy Elementary with school supplies, reading emphasis and *Christmas Families* programs; supplies concessions to the *Holiday Tree Lighting Celebration*, volunteers at the *Business A-Fair* and at the *Educator's Picnic*; and

WHEREAS, Altrusa International of Gig Harbor is a major sponsor of the *Peninsula Youth Orchestra* both in funding and physical support at their concerts and string camp;

NOW THEREFORE, I, Gretchen Wilbert, Mayor, do hereby proclaim April 11, 2001 as

### ***ALTRUSA AWARENESS DAY***

In Gig Harbor, and I urge all citizens to recognize and applaud the invaluable service of *Altrusa International of Gig Harbor*.

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Gretchen A. Wilbert, Mayor

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Date



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: CONSULTANT SERVICES CONTRACT / SEWAGE PUMP STATION 3A**  
**- FOR CONSTRUCTION ENGINEERING SERVICES**  
**DATE: MARCH 20, 2001**

#### **INTRODUCTION/BACKGROUND**

Consultant services are needed to provide engineering support services during the construction of the new Sewage Pump Station 3A. The proposed scope of services includes providing technical assistance to City staff during the construction portion of the project. Earth Tech, Inc. was selected based on their firm being the principal design engineer for the pump station and their expertise in pump station design and construction.

#### **FISCAL CONSIDERATIONS**

This work was anticipated in the approved 2001 Budget.

#### **RECOMMENDATION**

I recommend that the Council authorize execution of the Consultant Services Contract with Earth Tech, Inc. for services during bidding and construction for the Sewage Pump Station 3A, in an amount not to exceed Twenty-four thousand five hundred nineteen dollars and no cents (\$24,519.00)

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
EARTH TECH, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Earth Tech, Inc. a corporation organized under the laws of the State of California, located and doing business at 10800 NE 8<sup>th</sup> Street, 7<sup>th</sup> Floor, Bellevue, Washington 98004 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the construction engineering of Sewage Pump Station 3A Project, CSSP-0002, 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 19, 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-four thousand five hundred nineteen dollars and no cents (\$24,519.00) 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  
Kris Guttormsen, Project Manager  
Earth Tech  
10800 NE 8<sup>th</sup> Street, 7<sup>th</sup> Floor  
Bellevue, Washington 98004  
(425) 455-9494

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.



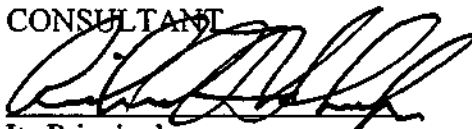
### **XVIII. Modification**

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.

By: CONSULTANT  
  
Its Principal

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

Notices to be sent to:  
CONSULTANT  
Kris Guttormsen, Project Manager  
Earth Tech  
10800 NE 8<sup>th</sup> Street, 7<sup>th</sup> Floor  
Bellevue, Washington 98004  
(425) 455-9494

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 King )

I certify that I know or have satisfactory evidence that Richard Schick 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 Regional Director of Earth Tech Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3-26-01



Richard T. Baren

Richard T. Baren

(print or type name)

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

N/SEASLAND

My Commission expires: 9-28-02

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: \_\_\_\_\_

**SCOPE OF SERVICES  
CONSTRUCTION ENGINEERING  
SEWAGE PUMP STATION 3A  
CITY OF GIG HARBOR  
EXHIBIT A**

The following describes services to be provided by Earth Tech in conjunction with the construction of Sewage Pump Station 3A.

**1. Assistance During Bidding**

Services under this task shall include responding to questions submitted to the City by bidders and assistance with the preparation of addenda required.

**2. Review of Bids**

Services shall consist of assisting the City with review of the bids received including recommendations with respect to Owner-named equipment and alternate equipment bids.

**3. Submittal Reviews**

Work under this task shall consist of review of selected shop drawing submittals, primarily structural submittals and equipment/mechanical equipment, to make sure the work proposed comply with the drawings and specifications. The assumptions made in preparing the budget for this task are attached.

**4. Site Visits**

Services shall include trips to the job site to observe the work in progress. The trips will be made as requested by the City. The assumptions made in preparing the budget for this task are attached.

**5. Design Clarifications/Coordination**

Work under this task will consist of preparing clarifications to the contract document as requested by the City, review of proposed changes or change orders, and general coordination with the City.

**BUDGET ESTIMATE  
CONSTRUCTION ENGINEERING  
GIG HARBOR SEWAGE PUMP STATION 3A  
EXHIBIT B**

	Sanitary Engineer	Structural Engineer	CAD Tech	Total Hrs	Total Cost
Rate:	\$135.83	\$122.26	\$73.88		
Assistance During Bidding	16			16	\$2,173
Review of Bids	8			8	\$1,087
Submittal Review	36	38		74	\$9,536
Site Visits	16	16		32	\$4,129
Design Clarifications/Coordination	32	16	8	56	\$6,894
Subtotal Labor	108	70	8	186	\$23,819
Expenses					700
<b>Total Budget</b>					<b>\$24,519</b>

**EXHIBIT B  
TIME ESTIMATE  
GIG HARBOR SEWAGE PUMP STATION 3A**

**SUBMITTALS**

**Structural**

Concrete Mix Design	1 @	2 hrs	2 hrs
Reinforcing Drawings	5 @	4 hrs	20 hrs
Fabricated Metals	2 @	2 hrs	4 hrs
CMU Building	2 @	3 hrs	6 hrs
SubTotal			32 hrs
Allowance for Resubmittals			6 hrs
Total			38 hrs

**PM/Mechanical**

Submersible Pumps	1 @	6 hrs	6 hrs
Air Gap Water Pump System	1 @	2 hrs	2 hrs
Mechanical Grinder	1 @	4 hrs	4 hrs
FRP Fan	1 @	2 hrs	2 hrs
Hoists	1 @	4 hrs	4 hrs
Other Submittals	4 @	3 hrs	12 hrs
SubTotal			30 hrs
Allowance for Resubmittals			6 hrs
Total			36 hrs

**SITE VISITS**

**Structural**

Caisson	3 @	4 hrs	12 hrs
CMU Building	1 @	4 hrs	4 hrs
Total			16 hrs

**PM/Mechanical**

Caisson	1 @	4 hrs	4 hrs
Equipment	3 @	4 hrs	12 hrs
Total			16 hrs

**EXHIBIT B  
EXPENSES  
GIG HARBOR SEWAGE PUMP STATION 3A**

	Quantity	Rate	Cost
Milage	720	\$0.345	\$248
Photocopies	1000	\$0.12	\$120
FAX	LS		\$50
Delivery Service	LS		\$200
Subtotal			\$618
Markup @ 10%			\$62
Total			\$680
Budget to Use			\$700

Round Trip Bellevue - Gig Harbor	90 miles
Number of Trips	8
Total Milage	720





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 / PUMP STATION 3A PROJECT**  
**- ELECTRICAL ENGINEERING SERVICES DURING BIDDING AND**  
**CONSTRUCTION**  
**DATE: MARCH 20, 2001**

#### **INTRODUCTION/BACKGROUND**

Consultant services are needed to provide electrical engineering support services during the bidding and construction phases for the new Sewage Pump Station 3A. The proposed scope of services includes providing electrical technical assistance to City staff during the bidding and construction portions of the project. Casne Engineering, Inc. was selected based on their firm being the principal electrical design engineer for the pump station and their expertise in pump station electrical design and construction.

#### **FISCAL CONSIDERATIONS**

This work was anticipated in the approved 2001 Budget.

#### **RECOMMENDATION**

I recommend that the Council authorize execution of the Consultant Services Contract with Casne Engineering, Inc. for services during bidding and construction for the Sewage Pump Station 3A, in an amount not to exceed twenty four thousand eight hundred and ninety two dollars and no cents (\$24,892.00).

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
CASNE ENGINEERING, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Casne Engineering, Inc. , a corporation organized under the laws of the State of Washington, located and doing business 355 118<sup>th</sup> Avenue SE, Suite 100, Bellevue, Washington 98005 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the construction engineering of Kimball Drive Improvement Project, CSP-9811, 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 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 Twenty-four thousand eight hundred ninety-two dollars (\$24,892.00) 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 negligent 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  
Alex Reed, P.E., Project Engineer  
Casne Engineering, Inc.  
355 118<sup>th</sup> Avenue SE, Suite 100  
Bellevue, Washington 98005  
(425) 454-3555

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**

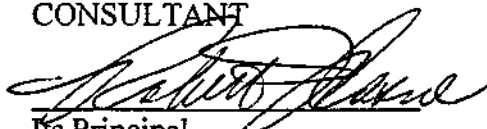
No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.



**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 \_\_\_\_\_, 2000.

CONSULTANT  
By:   
Its Principal

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

Notices to be sent to:  
CONSULTANT  
Alex Reed, P.E., Project Engineer  
Casne Engineering, Inc.  
355 118<sup>th</sup> Ave SE, Suite 100  
Bellevue, Washington 98005  
(425) 454-3555

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

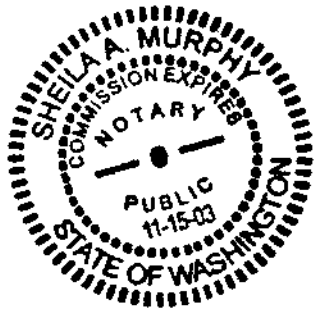
ATTEST:

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

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF King )

I certify that I know or have satisfactory evidence that Robert J. Casne 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 Casne Engineering Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3/23/01



Sheila A. Murphy  
Sheila A. Murphy  
(print or type name)  
NOTARY PUBLIC in and for the  
State of Washington, residing at:  
Bellevue WA

My Commission expires: 11/15/03

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: \_\_\_\_\_



**CASNE ENGINEERING, INC.**

355 118TH AVE. S.E., SUITE 100 • BELLEVUE, WA 98005 • (425) 454-3555  
609 N. ARGONNE RD., SUITE B • SPOKANE, WA 99212 • (509) 922-7897

RECEIVED

FEB 14 2001

CITY OF GIG HARBOR  
PUBLIC WORKS DEPT.

February 12, 2001

Stephen Misiurak, P.E.  
Project Engineer  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, WA 98335

Subject: Gig Harbor WWPS 3A Design - Electrical construction assistance scope and fee estimate.

Dear Mr. Misiurak:

In response to your request for construction services on this project, we have prepared this scope of services and attached fee estimate.

We propose to provide the following construction assistance services:

1. Respond to contractor questions during the bid phase.
2. Review division 16 submittals.
3. Respond to contractor questions during construction.
4. Provide assistance in negotiating change orders.
5. Attend the factory test described in section 16921.
6. Attend 6 site meetings, and perform site inspections during the same visit.
7. Witness operational test of the control system.
8. Provide record drawings using the contractor's redlined set.
9. Review the contractor's operations and maintenance manuals.

Please call if you have any questions regarding this proposal.

Sincerely,  
**CASNE ENGINEERING, INC.**

Alex Reed, P.E.  
Project Engineer

Client Name CITY OF GIG HARBOR  
 Project Name GIG HARBOR PUMP STA. 3A-ELECTRICAL ENGINEERING SERVICES  
 Project Number 99007.501

Date 02/01/01  
 File FEES  
 Tab FEE

Phase	Task/ Labor Code	Description of Task	Project Manager (PM) \$130	Senior Engineer (SE) \$118	Engineer (ENGR) \$95	Designer (DES) \$77	Auto CAD (CADDR) \$66	Clerical (WP) \$51	Total
4	400	Assistance during bid		6					\$708
5	510	SUBMITTALS							
		Motor control center		12					\$1,416
		General electrical		8					\$944
		Control system		16					\$1,888
	511	Contractor questions/RFI response		40					\$4,720
	512	Change orders		20					\$2,360
	550	Control panel /MCC shop test		24					\$2,832
	505	Site visits/Punch lists 6X6hrs		36					\$4,248
	540	Record Drawings		4			8		\$1,000
	580	O&M manual review		8					\$944
	300	Design overage		24					\$2,832
<b>Total Hours</b>				198			8		

**Expense Computation:**

Subtotal	\$23,892
Expenses	\$1,000
<b>TOTAL</b>	<b>\$24,892</b>

THE ABOVE RATES & FEES QUOTED ARE VALID FOR A PERIOD OF 90 DAYS.



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: CONSULTANT SERVICES CONTRACT**  
**PUMP STATION 3A PROJECT - CONSTRUCTION SURVEY SERVICES**  
**DATE: APRIL 4, 2001**

#### **INTRODUCTION/BACKGROUND**

A budgeted objective in the City's sewer department is the construction of the new Pump Station 3A. During construction of this project, survey staking and related work is needed to establish vertical and horizontal control points, offset staking with grades for the construction of gravity and force main sewer lines and other information necessary to construct the new pump station.

After reviewing the Consultant Services Roster and evaluation of materials submitted for review, the engineering-survey firm of David Evans and Associates, Inc. was selected as the most qualified to perform the work. Their selection was based on their understanding of the project, familiarity with the area, and extensive municipal survey experience.

The scope of this work includes establishing survey control, construction surveying for the construction of gravity and force main sewer lines, and other project survey related tasks.

#### **POLICY CONSIDERATIONS**

David Evans and Associates, Inc. is able to meet all of the City's standard insurance provisions for professional services contracts.

#### **FISCAL CONSIDERATIONS**

This project was identified in the Sewer Capital Fund of the 2001 Annual Budget. Sufficient funds are available for this work.

#### **RECOMMENDATION**

I recommend that the Council move and approve execution of the Consultant Services Contract with David Evans and Associates, Inc. for survey work in the amount not to exceed nine thousand seven hundred seventy-five dollars and eleven cents (\$9,775.11).

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
DAVID EVANS AND ASSOCIATES, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and David Evans and Associates, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 3700 Pacific Highway East, Suite 311, Tacoma, Washington 98424 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the construction survey staking for the Pump Station 3A Project, CSSP-0002, 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 28, 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 Nine thousand seven hundred seventy-five dollars and eleven cents (\$9,775.11) 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 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**

Randy A. Anderson, P.E.  
David Evans and Associates, Inc.  
3700 Pacific Highway East, Suite 311  
Tacoma, Washington 98424  
(253) 922-9780

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.

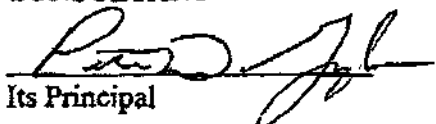
**XIX. Entire Agreement**

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:   
Its Principal

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

Notices to be sent to:  
CONSULTANT  
Randy A. Anderson, P.E.  
David Evans and Associates, Inc.  
3700 Pacific Highway East, Suite 311  
Tacoma, Washington 98424  
(253) 922-9780

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 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: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF King )

I certify that I know or have satisfactory evidence that Peter D. Honyak 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 Vice President of David Evans & Associates Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 4/3/01



Renee K. Kohler

RENEE K. KOHLER

(print or type name)

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

KING COUNTY

My Commission expires: 6/8/03

**CITY OF GIG HARBOR**  
**CONSTRUCTION SURVEY STAKING**  
**FOR**  
**SEWAGE PUMP STATION 3 A**  
**CSSP - 0002**

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**April 3, 2001**

David Evans and Associates, Inc. (DEA) is pleased to provide this Scope of Services to the City of Gig Harbor (City) for construction staking of sanitary sewer lines and a Sewage Pump Station. The Sewage Pump Station is located on the south side of Harbor View Drive NW and lies within tax parcel number 0221064154. The sanitary sewer lines are adjacent to and northerly of the pump station. In general, this project involves providing construction surveying services for the construction of three (3) new manholes and a connection to two (2) existing manholes with associated gravity and force main sewer lines. The Sewage Pump Station is to be constructed on a parcel of land as described in a legal description in Exhibits "A" and "C" and shown on Exhibit maps "B" and "D" as shown in a fax received by DEA from the City on March 28, 2001. DEA will use Record of Survey AFN 9003200351 prepared for the subject parcel as its basis of information and all subsequent survey work. It is not DEA's intent to resolve any problems associated with this parcel or its legal description such as an issue of adverse possession or ambiguities within the deeds.

The project tasks for this Scope of Services are as follows:

**TASK 1 - PROJECT MANAGEMENT**

- Attend the pre-construction meeting and other meeting as required by the City.
- Update the City on the status of the construction survey work and how the contractor is using that information.
- Prepare and submit monthly invoices to the City.
- Provide internal QA/QC review throughout the construction survey process.

**TASK 2 - ESTABLISH HORIZONTAL AND VERTICAL CONTROL POINTS**

- DEA will recover and traverse through control points set by others as shown on the improvement plans drawing number C1.
- Additional control will be set and monuments visited for both construction and boundary determination.

**TASK 3 - EASEMENT AND BOUNDARY RESOLUTION**



- DEA will stake nine (9) easement corners as defined by said fax. Appropriate monuments and property corners called out on the Record of Survey will be recovered and located.
- To comply with Washington State Law as defined by R.C.W. 58.09.020 "Survey" shall mean the locating and monumenting in accordance with sound principles of land surveying by or under the supervision of a licensed land surveyor, of points or lines which define the exterior boundary or boundaries common to two or more ownership or which reestablish or restore general land office corners.
- DEA will file a Record of Survey defining the limits of the easements and record said survey in the Auditor's Office of Pierce County, Washington.

#### **TASK 4 – CONSTRUCTION STAKING**

- DEA will provide one set of offset stakes with grades for the construction of gravity and force main sewer lines. Also included is the new force main near the treatment plant as shown on said plans.
- Manholes will be staked with two offsets allowing the furthest offset to control the finish manhole rim elevation.
- Saw cut limits, Silt Fence, and Building Envelope will be staked for rough grading where applicable.
- Finish pad elevations, valve vaults, and edge of asphalt will be staked and grades provided.

#### **ASSUMPTIONS**

The City will provide DEA with an AutoCAD file of the improvement drawings. The City understands that DEA will extract coordinate positions from these drawings in order to stake the improvements. The City or the City's Design Engineer will correct problems associated with the plans. If the City requests DEA to resolve engineering or design problems a cost estimate and scope will be prepared and submitted to the City for review.

#### **FEES**

See Exhibit "B" for schedule of rates and estimated hours.

#### **GIGHARBORPUMP**

DAVID EVANS AND ASSOCIATES, INC.  
 3700 PACIFIC HIGHWAY EAST  
 TACOMA, WA 98424

CITY OF GIG HARBOR  
 SEWAGE PUMP STATION 3 A  
 EXHIBIT B  
 SCHEDULE OF RATES AND ESTIMATED HOURS

	Project Manager	Administrative Support	Professional Land Surveyor	Survey Technician	2-Person Survey Crew	Task Sums And Expenses
<b>TASK 1—PROJECT MANAGEMENT</b>						
Project Administration and Coordination	2	1				
Status Updates						
Prepare and Submit Invoices		1				
QA/QC			4			
<b>TASK 2—ESTABLISH HORIZONTAL/VERTICAL CONTROL FOR PROJECT</b>						
Research Control Information and Records			2			
Determine and Accept Sub-Division Corners/Other Data			2			
Run Horizontal Control Traverse				6	12	
Run Vertical Control Network						
<b>TASK 3—EASEMENT &amp; BOUNDARY RESOLUTION</b>						
Establish Control Line				4		
Draft ROS				8		
Set Final Corner					4	
<b>TASK 4—CONSTRUCTION STAKING</b>						
Gravity/Force Main				12	16	
Sawcuts/Limits/Sitfence/Bldg. Envelope				2	4	
Finish Grades					4	
Total Estimated Hours	2	2	8	32	40	
Rate	\$ 119.35	\$ 63.56	\$ 93.00	\$ 75.02	\$ 125.55	
Total Labor Cost	238.70	127.12	744.00	2,400.64	5,022.00	\$ 8,532.46
<b>EXPENSES</b>						
Mileage at \$.345 per mile						\$ 100.00
ROS Fee						\$ 54.00
Reprographics/Photo Expenses						\$ 200.00
<b>TOTAL PROJECT COST</b>						\$ 8,886.46
Supplemental On-Call Services @ 10%						\$ 888.65
<b>TOTAL PROJECT COST W/CONTINGENCIES</b>						\$ 9,775.11

Highest rates have been used for estimating. Actual rate of person doing the work will be used for billing purposes.

GIGHARBORPUMP



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: CONSULTANT SERVICES CONTRACT**  
**- PUMP STATION 3A, CSSP-0002 -MATERIALS TESTING SERVICES**  
**DATE: APRIL 4, 2001**

#### **INTRODUCTION/BACKGROUND**

Materials testing assistance is necessary for the Pump Station 3A 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 Construction Specifications Institute (CSI).

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 Street 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 Kimball Drive Improvement Project in an amount not to exceed ten thousand thirty-six dollars and no cents (\$10,036.00).

**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 Pump Station 3A 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 30, 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 Ten thousand thirty-six dollars and no cents (\$10,036.00) 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  
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

CITY OF GIG HARBOR

By: John R. Hart  
Its Principal

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 \_\_\_\_\_ )

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

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

\_\_\_\_\_

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

My Commission expires: \_\_\_\_\_

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF PIERCE         )

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
My Commission expires: \_\_\_\_\_

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

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**EXHIBIT A**


**Scope of Services**  
**March 30, 2001**

General Testing Laboratories, Inc., (GTL) respectfully submits this proposal to provide materials testing and construction inspection services during construction of "Sewage Pump Station 3A". Services will include but not be limited to the following:

- Reinforced concrete
- Structural masonry
- Underground utility backfill
- Crushed surfacing materials
- Asphaltic concrete materials

Services for this project will be provided by GTL from our Poulsbo, Washington office on an as-needed basis. Our field personnel will provide verbal results following completion of field sampling and testing and, if requested, will submit written daily reports prior to leaving the site. All field and laboratory reports will be reviewed by our project supervisor and distributed as directed.

Prepared and approved by:

  
\_\_\_\_\_  
John R. Hart, President

**EXHIBIT B**  
**Estimate and Fee Schedule**  
**Sewage Pump Station 3A - 2001**

**Soils and Base**

4 Proctors @ \$150.00 each	600.00
4 Sieves @ \$85.00 each	340.00
4 Days Nuclear Gauge Rental @ \$60.00/day	240.00
4 Site Visits @ 6 hours/visit @ \$35.00/hour (tech time)	<u>700.00</u>
<b>Total</b>	<b>\$1880.00</b>

**Asphalt**

2 Rice Tests @ \$65.00 each	130.00
2 Extraction/Gradations @ \$135.00 each	270.00
2 Days Nuclear Gauge Rental @ \$60.00 each	120.00
2 Site Visits @ 6 hours/visit @ \$35.00/hour (tech time)	<u>420.00</u>
<b>Total</b>	<b>\$940.00</b>

**Concrete**

10 Site Visits @ 6 hours/visit @ \$35.00/hour (tech time)	2100.00
30 Cylinders @ \$14.00 each	420.00
4 Site Visits to pick-up cylinders @ 3 hours/visit @ \$35.00/hr	420.00
3 Site Visits for Re-Steel @ 4 hours/visit @ \$35.00/hour	<u>420.00</u>
<b>Total</b>	<b>\$3360.00</b>

**Masonry**

10 Site Visits @ 6 hours/visit @ \$35.00/hour (tech time)	1400.00
30 Cylinders @ 14.00 each	168.00
4 Site Visits to pick-up cylinders @ 3 hours each @ \$35.00/hr	<u>210.00</u>
<b>Total</b>	<b>\$1778.00</b>

**Miscellaneous**

Mileage (based on 0.325/mile)	728.00
Administrative, Report review, Clerical	
4 hours @ \$65.00/hour	260.00
4 hours @ \$35.00/hour	140.00
Contingencies - 10% Consult Services	<u>950.00</u>
<b>Total</b>	<b>\$2078.00</b>

**TOTAL ESTIMATE - ALL SECTIONS**

**\$ 10,036.00**

**Basis of Charges**

Overtime (over 8 hours/day and/or beyond normal working hours)	Time and one-half
Saturday Rate	Time and one-half
Sunday Rate	Double Time
Travel Time (7:30am - 4:40pm)	Regular Tech Rate

We have a two-hour minimum charge for all site visits. You must schedule by 3:00 PM the day prior to requested site visit. Tests or services not mentioned above will be charged at our then current scheduled rates.



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: PURCHASE AUTHORIZATION**  
**- PLAYGROUND STRUCTURE AT SKATEPARK**  
**DATE: APRIL 4, 2001**

*DRS*

### INTRODUCTION/BACKGROUND

An identified Park and Recreation Objective in the 2001 Budget was the purchase and installation of playground equipment near the Skate Park on the Henderson Bay property. Price quotations for the play structure were requested from three vendors in accordance with the City's Small Works Roster process for the purchase of materials (Resolution 411). The price quotations are summarized below:

<u>Vendor</u>	<u>Total</u>
	(Including sales tax and shipping)
Cascade Recreation	\$ 14,953.47
R&R Construction	\$ 15,325.75
Playground Environment International	\$ 16,238.78

The lowest price quotation received was from Cascade Recreation, in the amount of \$14,953.47, including state sales tax and shipping.

### RECOMMENDATION

Staff recommends that Council authorize purchase from Cascade Recreation, for their price quotation proposal amount of fourteen thousand nine hundred fifty-three dollars and forty-seven cents (\$14,953.47), including state sales tax.



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:** WELLS 5 AND 6  
- CONSULTANT SERVICES CONTRACT, AMENDMENT NO. 1  
**DATE:** APRIL 2, 2001

### INTRODUCTION/BACKGROUND

On March 22, 1999, the Council approved a Consultant Services Contract with Gray & Osborne, Inc., to provide engineering services for the completion of Well 6 and modifications of the facilities to Well 5. Well 6 currently has a "supplemental" water right. Under current Department of Ecology (DOE) nomenclature, this means that water from Well 6 is only available to supplant water from other sources in the City's system. Bringing Well 6 on line will allow more time for recovery at the other well sites. The water right for Well 6 is also pending a DOE decision on a change from a supplemental to a primary water right.

Since execution of the contract, engineers from Gray and Osborne have completed 90% of the design for Well 6. Concurrently, the City has tried to negotiate an amendment to the existing easement with the Northcreek Homeowners Association. The amendment was to change the existing easement for the property where Well 5 and 6 are located. Currently the easement provides for a building not to exceed 36 sq. ft. With the modifications that were proposed for Well 6 the new above ground facility will exceed this square footage. Several attempts have been made to negotiate with the Northcreek Homeowners Association, however no agreement for the amendment to the easement has been made.

In order to proceed with the installation of Well 6, the design for the wellhead will be changed from an above ground facility to an underground facility. This modification to the design will require additional engineering services from Gray and Osborne.

Council approval is requested to execute a contract amendment to the engineering services contract with Gray & Osborne, Inc. for the additional design engineering services.

### FISCAL CONSIDERATIONS

The Consultant Services Contract with Gray & Osborne for the engineering services is in the amount of \$27,018.00. Amendment No. 1 for the additional design services is in the amount of \$3,500.00, for a total not to exceed amount of \$30,518.00.

### RECOMMENDATION

I recommend that the Council authorize execution of Amendment No. 1 to the Consultant Services Contract for the engineering services between the City of Gig Harbor and Gray & Osborne, Inc., for Well 5 and 6 in the not-to-exceed amount of three thousand five hundred dollars and no cents (\$3,500.00).



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

THIS AMENDMENT is made to the AGREEMENT, dated March 23, 1999, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Gray & Osborne, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 701 Dexter Avenue North, Suite 200, Seattle, Washington 98109 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the survey, design, and preparation of facilities for Well 5 and 6 and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agreed to perform the services, and the parties executed an Agreement on March 23, 1999 (hereinafter the "Agreement"); and

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

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

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

**Section 2. Amendment to Compensation.** Section II(A) of the Agreement is amended to require the City to pay compensation to the Consultant for the work described in **Exhibit B** to the Amendment in the amount of Three thousand five hundred dollars and no cents (\$3,500.00). This Amendment shall not modify any other of the remaining terms and conditions in Section II, which shall be in effect and fully enforceable.

**Section 3. Effectiveness of all Remaining Terms of Agreement.** All of the remaining terms and conditions of the Agreement between the parties shall be in effect and be fully enforceable by the parties. The Agreement shall be incorporated herein as if fully set forth, and become a part of the documents constituting the contract between the parties.

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

THE CITY OF GIG HARBOR

By: Thomas M. Zuehl  
Its Principal

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

Notices to be sent to:

CONSULTANT  
Gray & Osborne, Inc.  
Attn: Russell Porter, P.E.  
701 Dexter Avenue North, Suite 200  
Seattle, Washington 98109  
(206) 284-0860

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 King )

I certify that I know or have satisfactory evidence that Thomas M. Zerkel 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 Gray + Osborne Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3/28/01

Melissa Drysdale

Melissa Drysdale

(print or type name)

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

Kirkland

My Commission expires: 3/08/03

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: \_\_\_\_\_

**Exhibit "A"**

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

**SCOPE OF WORK**

- Gray & Osborne will modify the Well No. 6 design to include a pitless well adapter and underground piping. The previous design included above ground piping enclosed in a well building. The pitless unit is being provided to comply with the building size limitations of the site easement. The new design will include underground piping with all meters and valves enclosed in underground vaults.
- The City has made some electrical upgrades to Well No. 5 including the installation of a new solid state motor starter. The original Well No. 6 design included upgrades to the Well No. 5 motor starter and electrical service. As part of this amendment, Gray & Osborne will provide an electrical engineer site visit to verify the upgrades to Well No. 5 and incorporate them into the updated design for the Well No. 6 project. It is still anticipated that an upgraded single electrical service will be used for both wells.
- Gray & Osborne will provide an upgraded set of plans and specifications reflecting the changes discussed above. Gray & Osborne will also provide bid and award services as included in the original Well No. 6 contract.

EXHIBIT "B"

GRAY & OSBORNE, INC.

CITY OF GIG HARBOR  
ESTIMATE OF TASKS, MANHOURS & COST ESTIMATE  
EQUIP WELL NO. 6 ADDITIONAL WORK

	<u>Principal</u>	<u>Project Engineer</u>	<u>Civil Engineer</u>	<u>Electrical Engineer</u>	<u>Technician</u>	
Site visits	0	0	4	4	0	
Modify specifications & construction drawings	2	4	8	6	28	
Manhour Estimate:	2	4	12	10	28	
Salary Costs:	\$33.00	\$28.00	\$22.00	\$25.00	\$18.00	
Direct Labor Salary Cost:	\$66.00	\$112.00	\$264.00	\$250.00	\$504.00	
Subtotal Direct Labor Salary Cost:	.....					\$1,196.00
Indirect Labor Costs (14%):	.....					<u>\$1,674.00</u>
Subtotal	.....					<u>\$2,870.00</u>
Fee (15%):	.....					\$430.50
Mileage (@\$0.31/mile), Photos, Exhibits, and Printing Expenses:	.....					\$199.50
<b>TOTAL ESTIMATED PROJECT COSTS:</b>	.....					<b>\$3,500.00</b>



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: EAST-WEST ROADWAY PROJECT, CSP 9801**  
**- CHANGE ORDER NO. 2**  
**DATE: APRIL 4, 2001**

*DRS*

#### **INTRODUCTION/BACKGROUND**

On May 22, 2000, City Council awarded the subject contract to Tucci & Son's in the amount of \$2,157,163.50. Change Order 1 was approved by Council on August 14, 2000 in the amount of \$249,657.16, which revised the contract amount to \$2,406,820.66.

This project is funded through three sources:

- 1) Pierce County - \$1,000,000
  - 2) City of Gig Harbor - \$850,000
  - 3) LID - \$1,650,000
- Total project funding = \$3,500,000

During construction, actual conditions in the field necessitated both major and minor quantity changes to the contract. These changes included the overexcavation, and removal of unsuitable roadway soil encountered during the grading roadway portion of the work. The soil within this area was saturated due to high groundwater conditions. Import of suitable foundation, quarry rock, geotextile filter fabric, and crushed surfacing base course was required in order to fill the void left from the overexcavation. Additional drainage structures and pipe were added to the contract in order to intercept and divert encountered groundwater.

The "Wetland Excavation Incl. Haul" bid item was an added item to provide for the removal and haul offsite of excess wetland soil encountered during the creation of the wetland mitigation sites.

This Change Order No. 2, in the amount of \$239,956.79, incorporates the above additions to the contract and brings the contract price current.

Council approval is requested to execute Change Order No. 2 as outlined above.

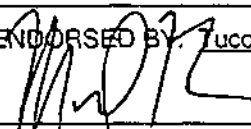
#### **POLICY/FISCAL CONSIDERATIONS**

This change was necessary to facilitate the construction of the East-West Roadway Project. The changes were reviewed by the construction inspector and the project engineer and found to be necessary. The change order will revise the contract amount to \$2,646,777.44.

#### **RECOMMENDATION**

I recommend Council authorize execution of Change Order No. 2 for the East-West Roadway Project in the amount of two hundred thirty nine thousand nine hundred fifty six dollars and seventy nine cents (\$239,956.79).

CITY OF GIG HARBOR  
PUBLIC WORKS DEPARTMENT

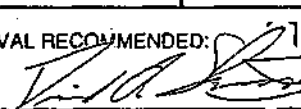
Sheet <u>1 of 2</u>	<b>CHANGE ORDER</b>	Change Order Number <u>  2  </u>
Date <u>3/21/01</u>		
<input checked="" type="checkbox"/> ORDERED BY ENGINEER/CITY UNDER TERMS OF SECTION 1-04.4 OF THE STANDARD SPECIFICATIONS. <input type="checkbox"/> CHANGE PROPOSED BY CONTRACTOR. <input type="checkbox"/> OTHER: CHANGE MUTUALLY AGREED BETWEEN THE CITY AND THE VENDOR.	<u>East/West Roadway Project</u>  CONTRACT NO.: <u>  CSP-9801  </u>  FEDERAL AID NO.: _____	
ENDORSED BY: <u>Tucci &amp; Sons, Inc</u> <small>COMPANY NAME</small>  <small>SIGNATURE</small>	TO: <u>Tucci &amp; Sons, Inc.</u> <u>4224 Waller Road</u> <u>Tacoma, WA. 98443</u>	
TITLE: <u>MICHAEL F. TUCCI</u> PRESIDENT  Consent Given by Surety (When required): BY: _____ <small>ATTORNEY IN-FACT</small>	DATE: <u>4-3-01</u> <small>DATE</small>	

DESCRIPTION OF WORK

THE CONTRACTOR / VENDOR BY VERBAL APPROVAL BY THE ENGINEER HAS PERFORMED THE FOLLOWING WORK AS DISCRIBED BY THIS CHANGE ORDER:

Additional quantities were incurred as a result of differing field conditions. Bid Item # 81 was not an identified item for the required wetland portion of the work. Preparation of the Specifications for the wetland portion of the work were prepared by the City's consultant Parametrix. Bid Items # 83, 84, 86-88 were attributable to saturated soils encountered during the final excavation phase for East/West Road.

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

ORIGINAL CONTRACT AMOUNT	CURRENT CONTRACT AMOUNT	NET CHANGE THIS ORDER	CONTRACT TOTAL AFTER CHANGE
\$ <u>2,157,163.50</u>	\$ <u>2,406,820.66</u>	\$ <u>239,956.79</u>	\$ <u>2,646,777.44</u>
<input checked="" type="checkbox"/> APPROVAL RECOMMENDED:  <small>PUBLIC WORKS DIRECTOR</small>		APPROVED: _____ DATE: <u>4-3-01</u> <small>DATE</small>	
<input type="checkbox"/> APPROVED: _____ <small>MAYOR</small>		DATE: _____	

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



East/West Roadway Project  
 Contract No.: CSP 9801  
 Change Order No. 2

Bid Item No.	Description	Previous Contract Quantity	Unit Price	Previous Contract Amount	Quantity Increase or <Decrease>	Amount of Increase or <Decrease>
4	Clearing and Grubbing	11.2 Acre	\$4687.50	\$52,500.00	5.29	\$24,794.53
9	Roadway Excavation Incl. Haul	41,170 CY	\$2.90	\$119,393.00	432	\$1,252.80
10	Embankment Compaction	32,750 CY	\$0.75	\$24,562.50	2,864.74	\$2,148.56
15	Corrugated Polyethylene Culvert Pipe 24" Diam	395 LF	\$34.00	\$13,430.00	13	\$442.00
16	Corrugated Polyethylene Culvert Pipe 30" Diam	91 LF	\$53	\$4,823.00	27	\$1,431.00
18	Corrugated Polyethylene Storm Sewer Pipe 12" Diam	2,682 LF	\$16.75	\$44,923.50	31	\$519.25
19	Corrugated Polyethylene Storm Sewer Pipe 18" Diam	3320 LF	\$19.40	\$64,408.00	74	\$1,435.60
26	Backfill For Mechanically Stabilized Earth Wall	2000 CY	\$11.50	\$23,000.00	494.24	\$5,683.76
30	Crushed Surfacing Base Course	8,830 Ton	\$11.80	\$104,194.00	2,811.46	\$33,175.23
48	Roundabout Planting	1 LS	\$24,975.00	\$24,975.00	0.13	<\$3,064.00>
55	Traffic Control Labor	750 Hour	\$31.00	\$23,250.00	454.50	\$14,089.50
67	Structure Excavation Class B Incl. Haul	3,318 CY	\$3.00	\$9,954.00	2,539.13	\$7,617.39
68	Shoring or Extra Excavation	2,892 SF	\$0.25	\$723.00	9,802.70	\$2,450.68
69	Water	325 MGAL	\$18.00	\$5,850	599.44	\$10,789.92
81	Wetland Excavation Incl. Haul	0 CY	\$11.40	\$0.00	4,000.00	\$45,600.00
82	Catch Basin Type IL	0 Each	\$1,190.00	\$0.00	15	\$17,850.00
83	Unsuitable Foundation Excavation Incl. Haul	3,042.90 CY	\$35.00	\$106,501.50	132.50	\$4,637.50
84	Quarry Spalls	3,510.64 Ton	\$19.00	\$66,702.16	1,424.12	\$27,058.28
86	Roadway Excavation and Removal Offsite	0 CY	\$9.30	\$0.00	2,345	\$21,808.50
87	6" underdrain Perforated Pipe	0 LF	\$29.34	\$0.00	231	\$6,777.54
88	Geotextile	0 SF	\$0.75	\$0.00	17,945	\$13,458.75
Total Cost (Incl Sales Tax)						\$239,956.78



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: PURCHASE AUTHORIZATION**  
**- CITY SHOP STORAGE BUILDING**  
**DATE: APRIL 3, 2001**

*DRS*

### INTRODUCTION/BACKGROUND

Purchase of a pre-engineered steel building to be constructed at the Public Works Maintenance Facility by city staff. This new building was budgeted for in the year 2001. Price quotations for the storage building were obtained from three vendors in accordance with the City's Small Works Roster process for the purchase of materials (Resolution 411). The price quotations are summarized below:

<u>Respondent</u>	<u>Unit Price</u>	<u>Sales Tax</u>	<u>Total</u>
The Wright Company, Inc.	\$ 11,790.00	\$ 954.99.	\$ 12,744.99
All-Purpose Structures	\$ 12,187.00	\$ 987.14	\$ 13,174.15
Commercial Industries Company	\$ 17,863.00	\$1,446.90	\$ 19,309.90

The lowest price quotation received was from The Wright Company, in the amount of \$12,744.99, including state sales tax.

### RECOMMENDATION

Staff recommends that Council authorize purchase of the pre-engineered steel building from The Wright Company, as the lowest responsible respondent, for their price quotation proposal amount of twelve thousand seven hundred forty-four dollars and ninety-nine cents (\$12,744.99), including state sales tax.

## ADDENDUM TO EXPERT WITNESS CONTRACT

THIS ADDENDUM modifies that certain agreement entered into on July 12, 1999, between the City of Gig Harbor (hereinafter referred to as the "City") and SCA Engineering (hereinafter referred to as the "Expert Witness") which was previously modified on January 10, 2000, and on November 27, 2000.

WHEREAS, the City and the Expert Witness entered into the above-referenced agreement (hereinafter referred to as the "Agreement") in order for the Expert Witness to perform services in connection with the City's condemnation action to acquire property for the Wilkinson Park, and

WHEREAS, the initial Agreement was not intended to cover the full spectrum of deposition and/or trial testimony that would be required of the Expert Witness, and

WHEREAS, an Addendum should be entered into to amend the not to exceed amount to cover the upcoming testimony and related services in preparation for the testimony, NOW, THEREFORE,

FOR AND IN CONSIDERATION OF THE TERMS AND CONDITIONS HEREINAFTER SET FORTH, THE PARTIES AGREE AS FOLLOWS:

1. Description of Work. The Scope of Services to be performed by the Expert Witness under Section I of the Agreement is hereby amended to add deposition and trial testimony and services related to the preparation for such testimony. Section I is also hereby amended to allow the Expert Witness to record elevations on the site, perform hypothetical road design exercises, critique other road layouts, and perform related work. Finally, Section I is also hereby amended to allow the Expert Witness to create hypothetical site plans in conjunction with or separately from the City's other Expert Witnesses.

2. Duration of Work. The services contemplated by this Addendum shall be completed no later than one month after a final judgment is entered in this matter or December 31, 2001, whichever occurs first.

3. Payment. For completion of the services contemplated in this Addendum, the City shall pay the Expert Witness an amount based on time and materials, not to exceed Ten Thousand Dollars (\$10,000.00). This amount is over and above the original not to exceed amount of Ten Thousand Dollars (\$10,000.00) and the additional Ten Thousand Dollars that was authorized on November 27, 2000. All other provisions of Section II of the Agreement shall remain in effect so long as they do not conflict with this Addendum.

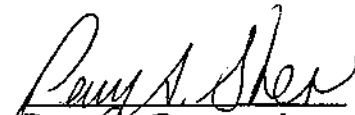
4. Other Terms and Conditions. Except as expressly modified herein, all other terms and conditions of the Agreement shall remain in full force and effect and be binding upon the parties.

DATED this \_\_\_\_\_ day of March, 2001.

CITY OF GIG HARBOR

SCA ENGINEERING

\_\_\_\_\_  
Mayor Gretchen Wilbert

  
By: PERRY A. SHEA, P.E.  
Title: PRINCIPAL

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Molly Towslee, City Clerk

APPROVED AS TO FORM:

  
Jeff Taraday, Attorney for the City

**EXPERT WITNESS CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
KLINE HAMILTON REALTY ADVISORS**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Kline Hamilton Realty Advisors, Inc. organized under the laws of the State of Oregon, located and doing business at 7150 SW Fir Loop, Suite 201, Tigard, Oregon 97223 (hereinafter the "Witness").

**RECITALS**

WHEREAS, the City is presently engaged in the condemnation of the Wilkinson Wetland Park, and desires that the Witness perform appraisal consulting services necessary to that litigation.

WHEREAS, the Witness agrees to perform the services more specifically described in the Scope of Work, dated March 23, 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 Witness shall perform all work as described in Exhibit A.

**II. Payment**

A. The City shall pay the Witness an amount based on time and materials, not to exceed Ten Thousand Dollars (\$10,000.00) 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 Witness's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Witness's staff and billing rates shall be as described in Exhibit B - Schedule of Rates and Estimated Hours. The Witness shall not bill for Witness'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 Witness 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 Witness 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 Witness is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-contractor of the Witness shall be or shall be deemed to be the employee, agent, representative or sub-contractor of the City. In the performance of the work, the Witness 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-contractors of the Witness. The Witness will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-contractors 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 Witness performs hereunder.

### IV. Duration of Work

The City and the Witness 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, or 30 days after judgment is entered in the condemnation action, whichever comes first.

### V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Witness's default, the Witness's insolvency or bankruptcy, or the Witness's assignment for the benefit of creditors, at any time prior to completion of the work described in Exhibit A. Termination shall be effective immediately upon the Witness'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 Witness 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.

(JBT470863.DOC;1/00008.050044/050044)

After termination, the City may take copies of all records and data within the Witness's possession pertaining to this Agreement at the City's expense, which records and data may be used by the City without restriction.

#### VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Witness, its subcontractors, or any person acting on behalf of such Witness or sub-contract 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 Witness shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the negligence of the City. Notwithstanding the above, the Witness shall not be required to indemnify the City for any injuries, claims, damages, losses or suits for which the law provides the Witness with immunity. The City's inspection or acceptance of any of the Witness'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 Witness and the City, its officers, officials, employees, agents and volunteers, the Witness's liability hereunder shall be only to the extent of the Witness's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE WITNESS'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 WITNESS'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE WITNESS'S EMPLOYEES DIRECTLY AGAINST THE WITNESS.

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 \$500,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$1,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability.

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 notification will be given to the City of Gig Harbor for 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 Witness for the purpose of completion of the work under this Agreement. The parties agree that the Witness 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 Witness 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 Witness in connection with the services performed by the Witness under this Agreement will be safeguarded by the Witness to at least the same extent as the Witness safeguards like information relating to its own business. If such information is publicly available or is already in witness's possession or known to it, or is rightfully obtained by the Witness from third parties, the Witness shall bear no responsibility for its disclosure, inadvertent or otherwise.

### XI. City's Right of Inspection

Even though the Witness 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 Witness 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 Witness's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

### XII. Witness to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Witness 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 Witness's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Witness 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 Witness's Risk**

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

WITNESS \_\_\_\_\_  
Project Manager \_\_\_\_\_  
Firm Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

Mark Hoppen  
City Administrator  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98335

**XVII. Assignment**

Any assignment of this Agreement by the Witness 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 Witness.

**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 26<sup>th</sup> day of March, 2001.

By: [Signature]  
Kelley Hamilton, Its Principal

The City of Gig Harbor  
By: \_\_\_\_\_  
Gretchen Wilbert, Mayor

Notices to be sent to:

Kelley Hamilton  
Kline Hamilton Realty Advisors, Inc.  
7150 SW Fir Loop, Suite 201  
Tigard, Oregon 97223

Mark Hoppen  
City Administrator  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98335

APPROVED AS TO FORM:

[Signature]  
~~Gig Harbor City Attorney for Gig Harbor~~

ATTEST:

\_\_\_\_\_  
Gig Harbor City Clerk

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**Exhibit A - Scope of Services**  
**March 23, 2001**

The following services to be provided by Kelley Hamilton of Klein Hamilton Realty Advisors:

- Assisting attorney in preparing to examine opposing appraiser with respect to use of the subject parcel as a congregate care facility.

In the event that opposing appraiser determines that subject parcel is well suited to congregate care facility, the following additional services will be provided:

- Site visit to the subject parcel, comparable sales, and surrounding area.
- Review deposition transcript and comparable sales from opposing appraiser.
- Possible deposition testimony.
- Possible trial testimony.

**Exhibit B - Schedule of Rates**

Kelley Hamilton will bill the City at a rate of \$150.00 per hour for all services except for trial and deposition testimony which shall be billed at a rate of \$250.00 per hour.

Travel time will be billed at a rate of \$ 150. per hour.



STATE OF WASHINGTON

WASHINGTON STATE LIQUOR CONTROL BOARD

3000 Pacific Ave SE • PO Box 43075 • Olympia WA 98504-3075 • (360) 664-1600

THE CAPTAIN'S MATE INC  
9301 N HARBOR VIEW DR  
GIG HARBOR WA 98332-2158

March 23, 2001

Re: THE KEEPING ROOM, CANDLES & WINE ETC.  
3306 HARBORVIEW DR  
GIG HARBOR, WA 98332-2126

LICENSE #083190 -1J  
UBI 601 493 563 001 0003

Prior License No. 357737-1J

Your application for change of location has been approved for the following:

**BEER/WINE SPECIALTY SHOP**

This license is valid through September 30, 2001.

**Please post this letter as your temporary operating permit.** If you do not receive your Master License with liquor endorsements in 15 days, contact Master License Service at 360-664-1400.

The conditions of your original liquor license also apply to the license at your new location.

SHARON HENDRICKS/SA  
Manager, License Investigation  
(360)664-1619

cc: City of Gig Harbor  
Tacoma Enforcement Office  
File



**RETURN TO:** WASHINGTON STATE LIQUOR CONTROL BOARD  
 License Division - 3000 Pacific, P.O. Box 43075  
 Olympia, WA 98504-3075  
 (360) 664-1600

**TO:** CITY OF GIG HARBOR

**DATE:** 3/22/01

**RE:** ASSUMPTION  
 From SHORELINE, INC.  
 Dba SHORLINE STEAK AND SEAFOOD GRILL

**APPLICANTS:**

MAD ANTHONY'S INCORPORATED

License: 351502 - 1J County: 27  
 UBI: 600-080-023-001-0014  
 Tradename: ANTHONY'S AT GIG HARBOR  
 Loc Addr: 8827 N HARBORVIEW DR  
 GIG HARBOR WA 98335-2168

GOULD III, HERBERT M  
 1959-12-10 533-58-1929  
 GOULD IV, HERBERT MILTON  
 1940-09-04 534-38-7621

Mail Addr: PO BOX 3805  
 BELLEVUE WA 98009-3805

Phone No.: 425) 455-0732 DAVID WATSON

Privileges Applied For:  
 SPIRITS/BR/WN REST LOUNGE +

As required by RCW 66.24.010(8), you are notified that application has been made to the Washington State Liquor Control Board for a license to conduct business. If return of this notice is not received in this office within **20 DAYS** from the date above, it will be assumed that you have no objection to the issuance of the license. **If additional time is required you must submit a written request for an extension of up to 20 days.** An extension of more than 20 days will be approved only under extraordinary circumstances.

- |  |                          |                          |
|--|--------------------------|--------------------------|
| 1. Do you approve of applicant ? .....   | YES                      | NO                       |
| 2. Do you approve of location ? .....  | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? ..... | <input type="checkbox"/> | <input type="checkbox"/> |

**If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.**

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE





*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 SECOND READING OF A NEW ORDINANCE**  
**ESTABLISHING CHAPTER 16.11 - BINDING SITE PLANS**  
**DATE: APRIL 3, 2001**

#### **INFORMATION/BACKGROUND**

This is a public hearing and a second reading of an ordinance establishing a new chapter 16.11 - Binding Site Plans. This ordinance relates to the division of land, providing an administrative 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-building developments developed under a normal site plan, and to subsequently be able to subdivide their property for sale, binding all parties to the original terms of the permit approvals. The Binding Site Plan may be used by either existing or new developments.

#### **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, subdivision for individual building lots becomes very difficult as the lots created are individually illegal lots in regard to elements such as parking, landscaping, setbacks, and other zoning requirements, whereas the project as a whole was often approved with shared elements.

#### **RECOMMENDATION**

Planning Staff recommends 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 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 with valid site plans that have previously received approval by the City of Gig Harbor; and

WHEREAS, pursuant to RCW 36.70A.106 DCTED was notified on October 12, 2000, of the City of Gig Harbor's intention to add a Chapter 16.11 – Binding Site Plan Ordinance to Title

16 – Subdivisions, in order to provide a procedure for the division of commercially and industrially zoned property as an alternative to the subdivision and short plat process; and

WHEREAS, the City SEPA responsible official has issued a Determination of Non Significance for this Ordinance on January 24, 2001; 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 an ordinance adopting binding site plan regulations, and made a recommendation for approval to the City Council; and

WHEREAS, on March 12, 2001, the City Council considered an ordinance adopting binding site plan regulations and changes were recommended by the City Attorney; and

WHEREAS, on March 26, 2001, the Council held a public hearing on this Ordinance;  
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; common facilities maintenance; and coordinated parking.

**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, approved, and valid 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 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.

**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. 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 valid site plan approved by the City, or a pending application before the City.
- C. At a minimum, binding site plan applications shall include all regular site plan elements per GHMC Chapter 17.96.050 as long as the following elements are included:
  - 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 uses (if not known, general types of anticipated uses) 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 or existing 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 sewer and the water distribution system;
  10. the location and size of any utility (i.e., water, sewer, gas, electricity) 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 four 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 in accordance with the adopted fee schedule in effect at the time of application.
- I. The binding site plan shall contain the 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.

**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 decision maker must make findings that the application conforms to the criteria of the approved site plan, and the applicable development regulations; and
  - 3. that all the applicable development regulations including Title 16 of the GHMC have been met.
- B. The decision maker may 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 prior to the time that a decision is made on the binding site plan application.

**16.11.005 Recording and binding effect.**

A. The approved binding site plan recording forms shall meet all requirements of chapter 16.08.003 for filing plat for record.

**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 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.**

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**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR** *MH*  
**SUBJECT: SOLID WASTE INTERLOCAL AGREEMENT**  
**DATE: APRIL 3, 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.

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

**With the concurrence of Pierce County Solid Waste legal counsel, Carol Morris has crafted some appropriate alterations to the agreement (shown in redline).**

**FISCAL CONSIDERATIONS**

None at this time.

**RECOMMENDATION**

Staff recommends Council authorization of the Mayor's signature to the attached interlocal agreement and Council approval of the attached resolution.



**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  
pcsewer@co.pierce.wa.us

RECORDED

FEB 13 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](mailto: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 comprised 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 may ~~shall~~ be finally settled by arbitration, provided that both parties agree to submit the dispute to arbitration. Such arbitration shall be 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. Otherwise, either party may choose to file a lawsuit against the other in order to resolve the dispute or enforce the terms of this Agreement. The prevailing party in such lawsuit shall be reimbursed by the other party for the prevailing party's reasonable attorney's fees and costs, including the costs of any expert witnesses.
- 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.~~ In the event that a court of competent jurisdiction finds that the County is not negligent, but makes a finding that the City is negligent for its failure to comply with the provisions of Section 13.5, then the City shall hold harmless, indemnify and defend the County for any property damages or personal injury solely caused by such negligence. In the event that a court of competent jurisdiction finds the parties to be concurrently negligent, then the parties will not indemnify or defend the other, and each party's liability shall only be to the extent of such negligence.
- 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 may shall be resolved in accordance with the dispute resolution procedures found in Section 9 of this Agreement, or the parties may proceed to litigation. 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 parties specifically intend that neither the County nor the City be is not held harmless or indemnified by the other party 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:

City Administrator

City of Gig Harbor

3105 Judson Street

Gig Harbor, WA 98335

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 GIG HARBOR

PIERCE COUNTY

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Pierce County Executive

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

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

Pursuant to Resolution  
No. \_\_\_\_\_

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

ATTEST:

ATTEST:

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Pierce County Deputy  
Prosecuting Attorney

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

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: JOHN P. VODOPICH, AICP** *JV*  
**DIRECTOR, PLANNING & BUILDING SERVICES**  
**SUBJECT: DISCUSSION ITEM - WESTSIDE BUSINESS DISTRICT**  
**DATE: APRIL 9, 2001**

#### **INFORMATION/BACKGROUND**

Council member Pasin has submitted a proposal for discussion by the Council regarding an area-wide rezone of the Westside Business District and consideration of Zoning Ordinance text amendments. Pursuant to Title 19 of the Gig Harbor Municipal Code, area-wide Zoning map amendments and Zoning text amendments are considered to be Type V legislative actions reviewed by the Planning Commission, which makes a recommendation to Council. Final decisions with regards to legislative actions rest with the Council.

#### **POLICY ISSUES**

The Planning Commission is in the early stages of considering amendments to the 1994 Comprehensive Plan. A slight delay in the process to amend the Comprehensive Plan would occur if the Planning Commission were directed to consider this issue at this time.

#### **FISCAL IMPACT**

Dependant upon the Council's direction, unanticipated staff costs would be incurred in order to study this issue. However, it is not anticipated that these costs would be significant.

#### **RECOMMENDATION**

If Council so desires, direct the Planning Commission to conduct a public study and formulate a recommendation on the proposed area-wide rezone of the Westside Business District, including any necessary Zoning text amendments.

Agenda Item:

Westside Business District - Rezone B-2 to C-1 and make changes to zoning elements.

I'd like to place on the Agenda a formal discussion on the need to rezone the B-2 Area of the Westside Business District to C-1, and make necessary modifications to the B-2 and C-1 zoning elements.

I believe change is necessary in order to keep this business district competitive and viable over the next five years and beyond. Changes to the zoning are needed for both developed and non-developed properties.

Currently, the major sites fall into four "age" categories. The "Safeway" property is 20 plus years old and has been partially updated within the last five to seven years. This property is most prone to vacancy, and attracts second or third level retail tenants. Turnover tends to be higher with this level of tenant. These are consequences of the zoning and design regulations, which do not easily allow upgrading of facilities to be competitive within the total Gig Harbor market.

The Hogan center property across Pt. Fosdick is about 15 years old. Although it is still very viable, it is at about 60 % of its first life. At 20 to 25 years remodeling and upgrading will be required to stay competitive.

Olympic Village is the "newest" of the three centers at about 10 years. But remember the "old" Olympic Village! At about 25 years it was "old"! Many of the stores moved to the new Hogan property; Morford's, Tony's Restaurant, etc. Others like Olympic Pharmacy moved to other properties. Empty storefronts were not being filled for a number of reasons. Fortunately, a complete new center was built. Under existing Gig Harbor zoning and design regulations several of the buildings in this center could possibly not be built today!

The fourth category of aging is "mixed" from New to old or undeveloped. This makes up most of the C-1 zone on the Westside. Zoning and DRB criteria are causing this commercial area to become a hodge podge. And is causing an under utilization of this valuable land resource. The restrictions placed on the area have resulted in a "quasi - upgrade" of an old (40' - 50's vintage) car dealership facility; rather than a modern up to competitive standards facility. C-1 property should be a centerpiece of the City's business districts. The C-1 area of the Westside Business District is not!

The B-2 and C-1 areas of the Westside must be allowed the same development potential that is being afforded the Gig Harbor North district.

It is essential that we as a City Council recognize the situation in the Westside Business District and take appropriate action to rezone the B-2 area to C-1. And modify the B-2 and C-1 zoning elements to allow the properties to develop competitively now, with provisions which allow modernization of aging facilities in the near term. Building size, height and exterior design are the main concerns.

Recently, I've had several mortgage finance representatives ask; "if the city council really understood the impacts of having or not having an "anchor" tenant has on financing new or redevelopment of a large property.?"

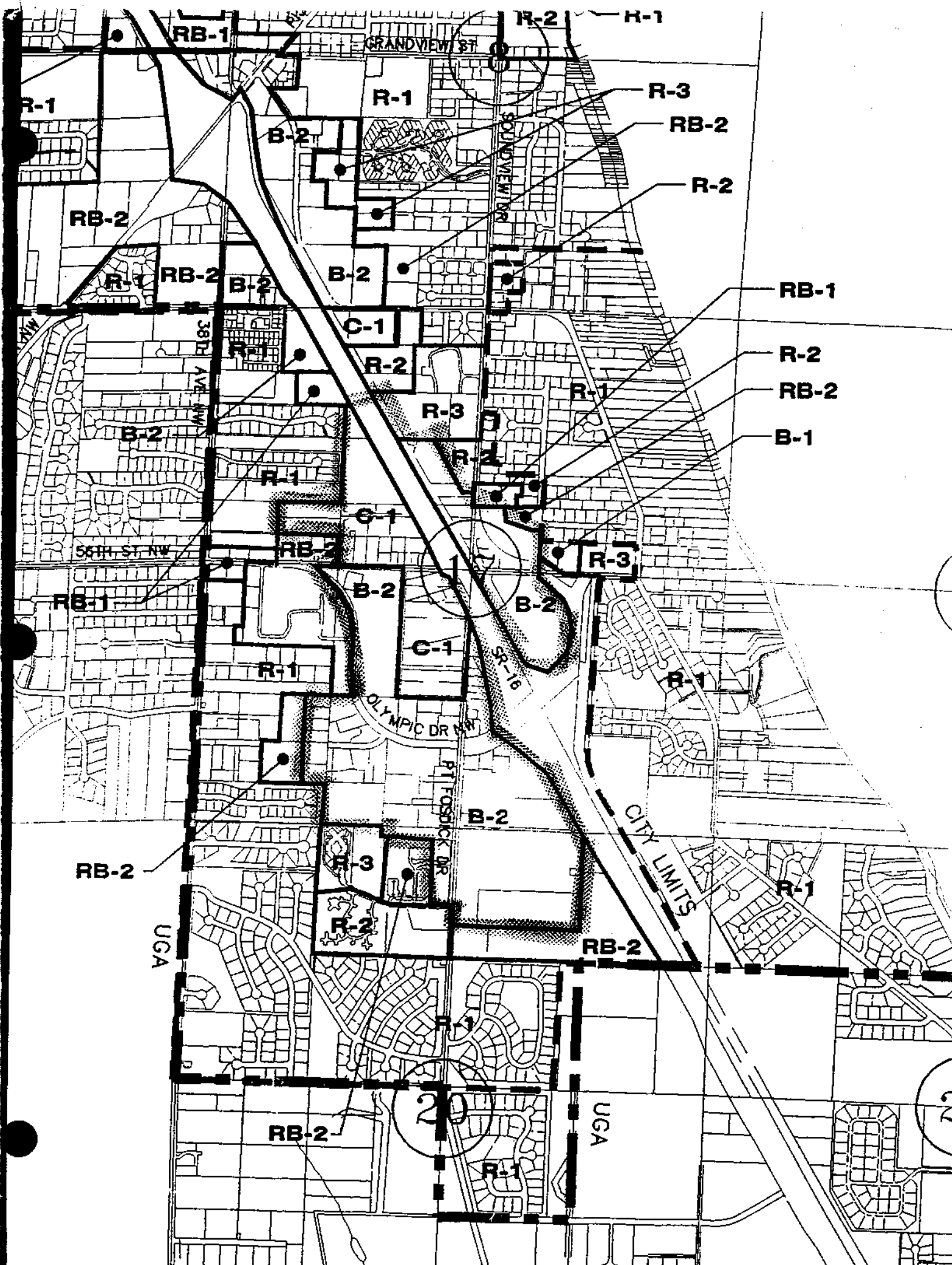
The timing to evaluate this concern works well with the process of updating our Comprehensive Plan.

I ask that we place this on an agenda within the next two to four weeks.

Thanks for your consideration.

Jim Pasin





RB-1

R-2

R-1

GRANDVIEW ST

R-1

R-1

R-3

RB-2

B-2

R-2

RB-2

SOLIDVIEW DR

R-1

RB-2

B-2

B-2

RB-1

C-1

R-2

R-2

RB-2

B-1

B-2

R-3

R-1

R-1

R-2

38TH AVE NW

C-1

R-3

56TH ST NW

RB-2

B-2

B-2

RB-1

R-1

C-1

B-2

B-2

OLYMPIC DR NW

B-2

CITY LIMITS

RB-2

R-3

R-2

R-1

UGA

PIFOSICK DR

RB-2

20

RB-2

UGA

R-1



*City of Gig Harbor. The "Maritime City"*

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: DAVID RODENBACH, FINANCE DIRECTOR** *DR*  
**SUBJECT: FIRST READING OF ORDINANCE - ACCEPTING A DONATION FROM**  
**THE GIG HARBOR SKATE PARK COMMITTEE FOR THE**  
**SKATEBOARD PARK**  
**DATE: MARCH 27, 2001**

**BACKGROUND**

The Gig Harbor Skate Park Committee has donated \$500.00 to the City for the skate park. In order to accept a donation, the City must pass an ordinance accepting the donation. This ordinance accepts the donation.

The donation has been receipted and placed in the General Fund.

**RECOMMENDATION**

Staff recommends adoption of the ordinance at second reading.



**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF GIG HARBOR,  
WASHINGTON, ACCEPTING A DONATION OF FIVE  
HUNDRED DOLLARS (\$500.00) FROM GIG HARBOR  
SKATE PARK COMMITTEE AS A CONTRIBUTION FOR  
THE CONSTRUCTION OF THE SKATEBOARD PARK**

---

WHEREAS, pursuant to RCW 35.21.100, the City of Gig Harbor may accept any donations of money by ordinance, and may carry out the terms of the donation, if the same are within the powers granted to the City by law; and

WHEREAS, the City has received a check in the amount of Five Hundred Dollars (\$500.00) from the Gig Harbor Skate Park Committee to be used for the purpose of assisting with the construction costs of a skateboard park; now, therefore,

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

**Section 1. Acceptance of Donation.** The City Council hereby accepts the Five Hundred Dollars (\$500.00) from the Gig Harbor Skate Park Committee.

**Section 2. Finance Director to Receipt Funds.** The Finance Director shall deposit the donation in the City's General Fund, and shall earmark the funds to be used for the purposes described in this ordinance.

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

APPROVED:

---

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

BY \_\_\_\_\_

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
PUBLISHED: 9  
EFFECTIVE DATE:

Jon Ortqiesen  
2814 Slipperhill Dr. NW  
Gig Harbor, Wa.  
98332

Wednesday, March 21, 2001

Mark Hoppen / City Administrator  
3105 Judson Street  
Gig Harbor, Washington  
98335

Subject : Skate Park

Hi Mark;

Received the enclosed check from Briquette Beisner. This check apparently was part of the funds raised / donated for the skate park when the project started in the late 1990's

Respectfully

Jon Ortqiesen

**GIG HARBOR SKATE PARK COMMITTEE**  
BRIGETTE K. BEISNER  
P. O. BOX 1462  
GIG HARBOR, WA 98335

19-57 147 127  
1250  
471472015505  
1/26 01

PAY TO THE ORDER OF JON ORTGIESEN \$ 500.00

Five hundred & no/100 DOLLARS

KeyBank National Association  
Gig Harbor, Washington 98335  
1-800-KEY2YOU

MEMO: Briquette K. Beisner

⑆ 125000574⑆ 471472015505⑈ 0627



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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MITCH BARKER** MB  
**SUBJECT: IN-CAR VIDEO SYSTEM PURCHASE**  
**DATE: APRIL 2, 2001**

#### **INFORMATION/BACKGROUND**

In 2000, the state legislature passed a bill that allows sound recordings to be made by police agencies during traffic contacts. This marked a change in the existing law, and makes in-car video systems a very useful tool for the first time. In-car video systems provide the ability to better document traffic violations and the related contacts; better prepare for contested enforcement actions; provide better review and oversight of officer actions; and refute unsubstantiated claims made against the city and our officers. We had budgeted for one system in the 2001 budget. I also applied for a grant through the Washington Association of Sheriffs and Police Chiefs (WASPC) earlier this year. WASPC has awarded the grants and we have received a grant to assist in purchasing additional video systems.

We recently tested a new system that appears to be the best available at this time. This system utilizes a Hi-8 video format, is well engineered, and fits well within the confines of the police vehicles. The vendor will discount the systems when purchased in lots of three or more.

#### **FISCAL IMPACTS**

The 2001 police budget did not anticipate purchasing more than one unit. The cost of the units is also higher than the amount budgeted initially. The budgeted amount was \$3700.00 for one unit. The units we are interested in sell for \$3995.00 per unit. The WASPC grant is in the amount of \$8,190.00. The total for the purchase of all three units is \$13088.64 (12,030.00 + 8.8% Tax), including sales tax and shipping charges. The total of the WASPC grant and the budgeted funds is \$11,890.00. This leaves \$1198.64 to be funded from our current year budget.

#### **RECOMMENDATION**

I request that the Council authorize the purchase of three in-car video systems for the amount of \$ 13088.64.



*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: MAPPING CHANGE - PAULSON REZONE (REZ 00-02)**  
**DATE: APRIL 9, 2001**

#### **INFORMATION/BACKGROUND**

Fredrick M. Paulson submitted a site-specific rezone request for approximately 3.9 acres located between McDonald Avenue and Soundview Drive south of Soundview Court from Single-Family Residential (R-1) to Medium-Density Residential (R-2) (REZ 00-02). The City Hearing Examiner held a public hearing on February 21, 2001 and issued a written decision approving the rezone as requested on March 7, 2001. This decision was not appealed to the City Council and is therefore considered to be final pursuant to Title 19 of the Gig Harbor Municipal Code.

#### **POLICY ISSUES**

Title 19 of the Gig Harbor Municipal Code indicates that site-specific rezones requests are to be processed as Type III permit application, reviewed by the Hearing Examiner whose decision is final unless appealed to Council. Given that the March 7, 2001 Hearing Examiner decision was not appealed, it is now appropriate for Council to consider an Ordinance directing that the official zoning map be amended to reflect this approval.

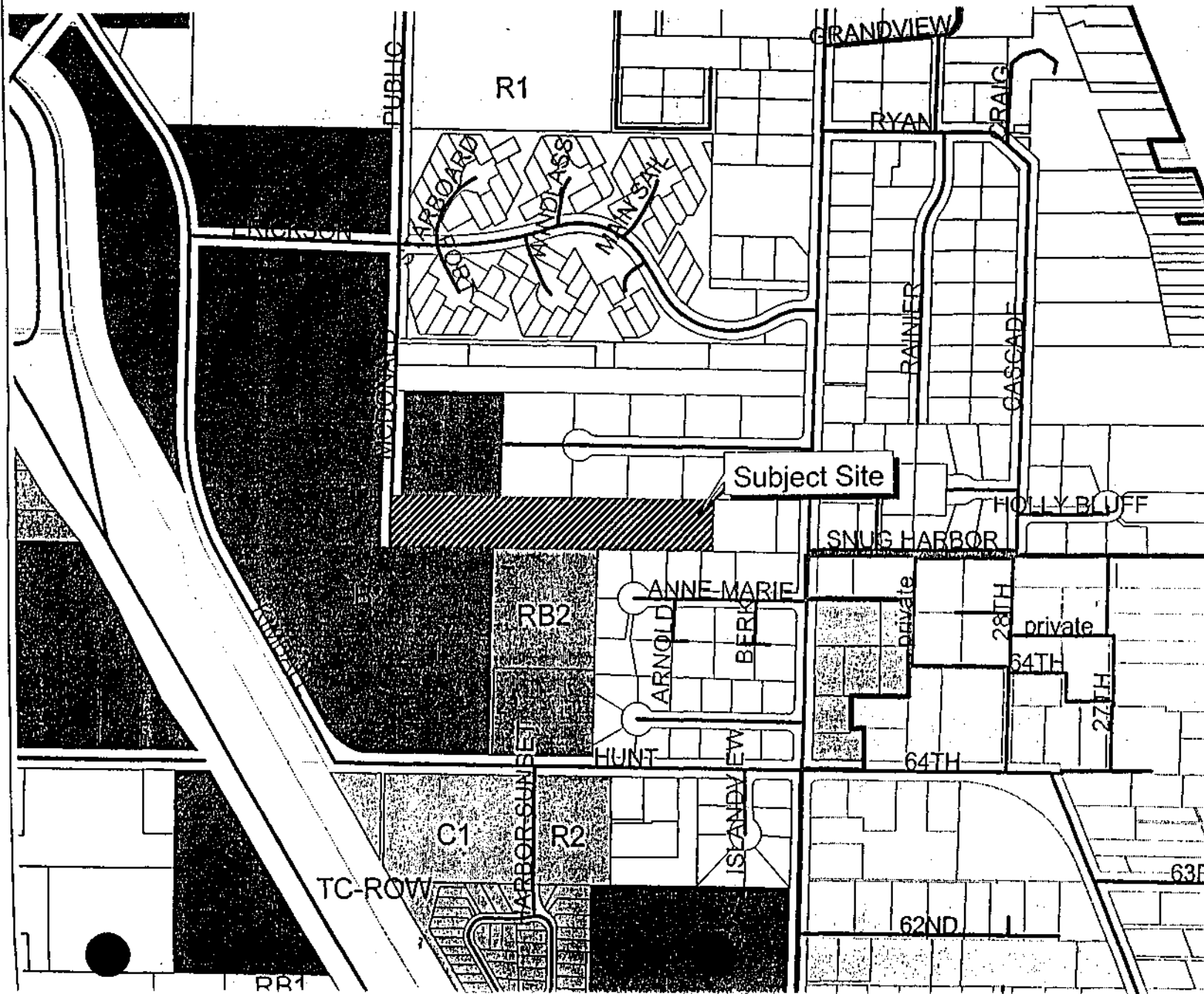
#### **FISCAL IMPACT**

























None.

#### **RECOMMENDATION**

Staff is recommending the adoption of this Ordinance by Council following the second reading.

# City of Gig Harbor Zoning Map



-  Subject site
-  City Limit
-  Roads
- Zoning.shp**
-  B1
-  B2
-  C1
-  R1
-  R2
-  R3
-  RB1
-  RB2
-  WC
-  WM
-  WR
-  PI
-  DB
-  PCD-RLD
-  PCD-BP
-  PCD-C
-  PCD-RMD
-  NB
-  Split Zone
-  Uga Parcels
-  All Parcels



**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF GIG HARBOR,  
WASHINGTON, REZONING CERTAIN REAL PROPERTY  
LOCATED BETWEEN MCDONALD AVENUE AND  
SOUNDVIEW DRIVE SOUTH OF SOUNDVIEW COURT  
FROM THE PRESENT SINGLE-FAMILY RESIDENTIAL (R-  
1) ZONING DESIGNATION TO A MEDIUM-DENSITY  
RESIDENTIAL (R-2) ZONING DESIGNATION.**

---

WHEREAS, the Fredrick M. Paulson submitted a site specific rezone request for approximately 3.9 acres located between McDonald Avenue and Soundview Drive south of Soundview Court from Single-Family Residential (R-1) to Medium-Density Residential (R-2) (REZ 00-02); and

WHEREAS; Title 19 of the Gig Harbor Municipal Code indicates that site specific rezones requests are to be processed as Type III permit applications; and

WHEREAS, the City Hearing Examiner held a public hearing on this site specific rezone request on February 21, 2001; and

WHEREAS, the City Hearing Examiner issued a written decision approving the requested site specific rezone of this property from Single-Family Residential (R-1) to Medium-Density Residential (R-2) on March 7, 2001; and

WHEREAS, The March 7, 2001 Hearing Examiner decision was not appealed to the City Council and is therefore considered to be final pursuant to Title 19 of the Gig Harbor Municipal Code; and

WHEREAS, the City's SEPA Responsible Official issued a determination of non-significance with regards to this rezone application on February 12, 2001; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of April 9<sup>th</sup> and April 23rd, 2001; Now, Therefore,

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

Section 1. The real property located between McDonald Avenue and Soundview Drive south of Soundview Court, consisting of one (1) tax parcel zoned Single Family Residential (R1) (Tax Parcel ID number 0221083094) owned by Mr. Fredrick M. and Jane G. Paulson, and legally described in Exhibit A, attached hereto and fully incorporated herein by this reference, shall be rezoned to the zoning classification of Medium-Density Residential (R-2). The Director of Planning and Building Services is hereby instructed to effectuate the necessary changes to the Official Zoning Map of the City in accordance with the zoning established by this section.

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

Section 3. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect (5) days after passage and publication of an approved summary thereof 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: 4/2/01  
PASSED BY THE CITY COUNCIL: //01  
PUBLISHED: //01  
EFFECTIVE DATE: //01  
ORDINANCE NO.

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY REFERENCED IN SECTION 1 CONSISTING**  
**OF ONE (1) PARCEL OWNED BY FREDRICK M. & JANE G. PAULSON.**

1. Tax Parcel ID number 0221083094

The east 300 feet of the south half of the south half of Lot 5A, Gig Harbor Abandoned Military Reservation, in SECTION 8, TOWNSHIP 21, NORTH, RANGE 2 EAST of the W.M., said Lot 5A being the south half of the south half of the northeast quarter of the southeast quarter of the southwest quarter of Section 8, Township 21 North, Range 2 East of the W.M. EXCEPT Wickersham County Road.

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

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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 OF GIG HARBOR, WASHINGTON, REZONING CERTAIN REAL PROPERTY LOCATED BETWEEN MCDONALD AVENUE AND SOUNDVIEW DRIVE SOUTH OF SOUNDVIEW COURT FROM THE PRESENT SINGLE-FAMILY RESIDENTIAL (R-1) ZONING DESIGNATION TO A MEDIUM-DENSITY RESIDENTIAL (R-2) ZONING DESIGNATION.**

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

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

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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**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR**  
**SUBJECT: MASONIC TEMPLE SEWER REQUEST**  
**DATE: APRIL 3, 2001**

**INFORMATION/BACKGROUND**

Mr. Michael Kirk, President of the Masonic Temple Association, has requested sewer connection for the Masonic Temple, which is adjacent to the City Park property. This old school building, which is also used for day-care by the Bates Vocational program, possesses scant land for revision of the failing drain field. The city sewer line is located in 96<sup>th</sup> Street adjacent to the Masonic Temple property, and serves residences located outside city limits across the street.

**POLICY CONSIDERATIONS**

This connection will comply with Gig Harbor Municipal Code Chapter 13.34.

**FISCAL CONSIDERATIONS**

The current connection fee for this location is \$2605. The contract enables a 12-month period in which to connect, contingent on the payment of a \$500 commitment payment within 45 days of Council approval of the contract.

**RECOMMENDATION**

Staff recommends the extension of one ERU of sewer to the Masonic Temple.

March 29, 2001

To whom it may concern;

From : The Masonic Temple Association  
3025 - 96<sup>th</sup> St. NW  
Gig Harbor, WA

Subject: Sewer hookup

This is a request to hook up the main sewer line on 96<sup>th</sup> street to the Masonic Temple. We want adequate flow of the sewage waste dispersed from the Masonic Temple.

Our septic tank will no longer accept the waste we have. Because of health and environmental concerns we would appreciate your looking into this matter as soon as possible.

Our mailing address is: Masonic Temple Association  
P.O. Box 271  
Gig Harbor, WA 98335

Thank You,



Michael F. Kirk, President  
Masonic Temple Association

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

THIS AGREEMENT is entered into on this \_\_\_\_ day of April, 2001, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and The Masonic Temple Association, hereinafter referred to as "the Owner".

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

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

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

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

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

2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property from the existing utility line on 96<sup>th</sup> Street NW (street or right-of-way) at the following location:

*The Masonic Temple*  
*3025 96<sup>th</sup> St. NW*  
*Parcel Number: R 02-22-32-3-032*  
*Exhibit 'A'*

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

4. Sewer Capacity Commitment. The City agrees to provide to the Owner sewer utility service and hereby reserves to the Owner the right to discharge to the City's sewerage system One ERU per day average flow; provided however, that the City retains the authority to temporarily suspend such capacity where necessary to protect public health and safety, or where required to comply with the

City's NPDES permit, or any other permits required by any agency with jurisdiction. These capacity rights are allocated only to the Owner's system as herein described. Any addition to this system must first be approved by the City. Capacity rights acquired by the Owner pursuant to this agreement shall not constitute ownership by the Owner of any facilities comprising the City sewerage system. The City agrees to reserve to the Owner this capacity for a period of 12 months ending on April 8, 2001, provided this agreement is signed and payment for sewer capacity is commitment received within 45 days after City Council approval of extending sewer capacity to the Owner's property. Sewer capacity shall not be committed beyond a one year period.

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

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

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

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

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

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

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

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

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

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

11. **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 zoning district 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, Building Regulations, Design Review Guidelines and City Public Works Standards for similarly 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):

*Half-width Improvements*

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

*Michael G. Fish*

Name:

Title:

*Masonic Temple  
Association President*

ATTEST/AUTHENTICATED:

---

City Clerk, Molly Towslee

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

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

Dated: 4/3/01



Signature Molly M Towslee  
NOTARY PUBLIC for the State  
of Washington, residing at  
Gig Harbor  
My commission expires: 12/2/03

STATE OF WASHINGTON )  
 ) ss:  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that Gretchen A. Wilbert, is the 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.

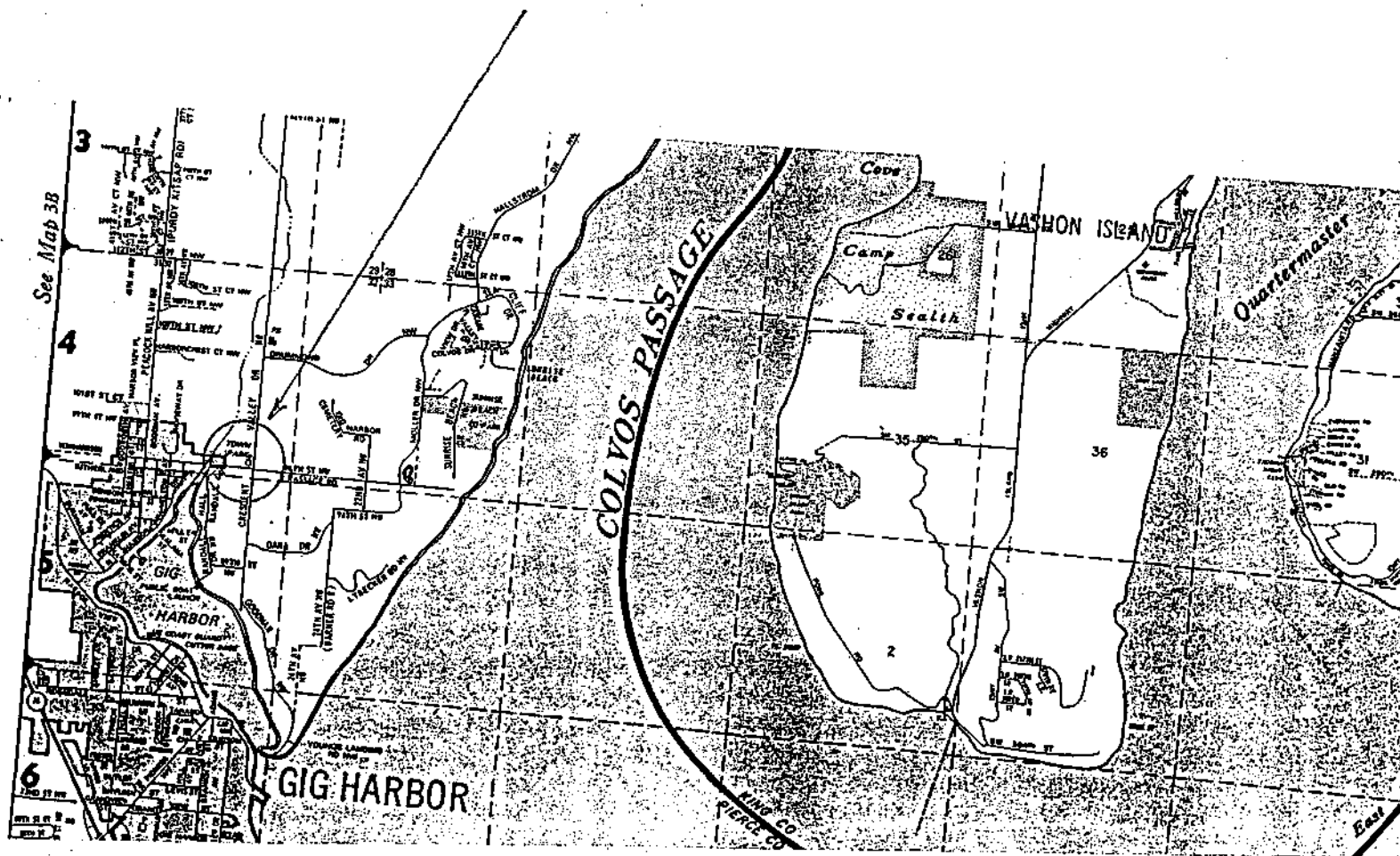
Dated: \_\_\_\_\_

Signature \_\_\_\_\_  
NOTARY PUBLIC for the State  
of Washington, residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**EXHIBIT 'A'**  
**Masonic Temple**

BEG 160 FT W OF SE COR OF SW TH N 230 FT TH W 240 FT TH S  
230 FT TH E 240 FT TO BEG EXC ROAD TAXABLE AS PER DOR  
#09793-001.

The Masonic Temple is in the building that  
used to be the Crescent Valley School.  
Located just east of the Town Park,  
on Vernhardson Street.







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. \_\_\_\_\_, Date 3-28-01

Applicant MASONIC TEMPLE ASSOC., Phone # \_\_\_\_\_

Mailing Address P.O. Box 271 Gig Harbor WA 98335-0271

**STORM WATER CALCULATION:**

Impervious Area (Sq.Ft.)	Calculation	Units

Connection/Service ADDRESS OR LOCATION: 3025 96th St. N.W.  
 Subdivision \_\_\_\_\_, Lot No. \_\_\_\_\_  
 Date of Hook-Up \_\_\_\_\_, Meter No. \_\_\_\_\_, Size \_\_\_\_\_, Rate \_\_\_\_\_  
 Account No. \_\_\_\_\_, Meter Location \_\_\_\_\_

**WATER SYSTEM HOOK-UP & METER INSTALLATION CHARGES:**

Meter Size	Capacity Factor(s)	Hook-Up Fee (Inside City Limits)	Hook-Up Fee (Outside City) (1)	Meter Charge	Total Fees
3/4"	1	\$1,305.00	\$1,960.00	\$450.00	\$
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:** \$ \_\_\_\_\_



X N.W. COSCARE  
 X ABBA  
 TAIT

**BASIC SEWER SYSTEM CONNECTION FEE:**

Zone A	Zone B, C, D	<input checked="" type="checkbox"/> Other	# Of ERU'S *	Total Fee
\$ 755.00	\$ 1,855.00	\$ 2,605.00	1	\$ 2605.00

- Equivalent Residential Unit Calculation for non-residential service:

$$\frac{7}{\text{Class of Service}} \left( \frac{1 \text{ ERU's per } 54 \text{ STUDENTS}}{\text{Conversion rate for appropriate unit (sq. ft., seats, students, etc.)}} \right) \times (\text{Number of units}) = 1 \text{ Equivalent ERU's}$$

**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)	\$ 37.50
	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:** \$ 2917.50

**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.

*M. Smith* Pres. 3-29-01  
 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

City of Gig Harbor

Thursday March 29, 2001  
Receipt No.0002574


10:20 AM

OTHREV  
Other Gov't Revenues-001/M  
asonic Temple Assoc./Admin  
. Filing Fees-Sewer 100.00

Total ----- 100.00

Payment: Check 100.00  
# 2632  
Cash: 0.00  
Change: 0.00

Customer: Masonic Temple Assoc.  
Cashier: MM  
Station: CR1



Lisa L. Tompkins

3723 74th Avenue Court NW  
Gig Harbor, Washington 98335-6446  
(253) 265-6864

April 2, 2001

The Honorable Gretchen A. Wilbert  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98335

Dear Mayor Wilbert:

On behalf of the Great Peninsula Conservancy and Vernon Young, I would like to thank you for allowing us the opportunity to tally the information pertinent to our organization from your recent Recreational and Cultural Interest Survey (enclosed with the Peninsula Light statements). While the Surveys were in our possession, we tallied all the information included on the card. I would like to pass along the results to you. There were a total of 484 responses and the results are attached.

I have delivered the information to your office on disk and if you have any questions, feel free to contact me at the number above. Thank you again for the opportunity to use this information.

Sincerely,



Lisa L. Tompkins, Volunteer  
Great Peninsula Conservancy

CC: Peninsula Gateway

## RECREATIONAL & CULTURAL INTEREST SURVEY—RESULTS

Homestead Park.....	133
GPHS Museum.....	61
YMCA.....	253
Children's Art Center.....	101
Paradise Theatre.....	73
Key Peninsula Civic Center.....	67
Key Peninsula Community Services Center.....	66
Cultural Arts Program.....	150
Lost Fishermen Memorial.....	18
Borgen/Austin/Erickson Restoration.....	63
Encore! Theatre.....	95
BMX Bike Park.....	41
Key Peninsula Volunteer Park.....	64
Boys & Girls Club.....	139
Environmental Education Center.....	98
Senior Center.....	145
Peninsula Trails.....	206
Athletic Fields.....	107
Longbranch Improvement Club.....	38
Key Peninsula Historical Society.....	47