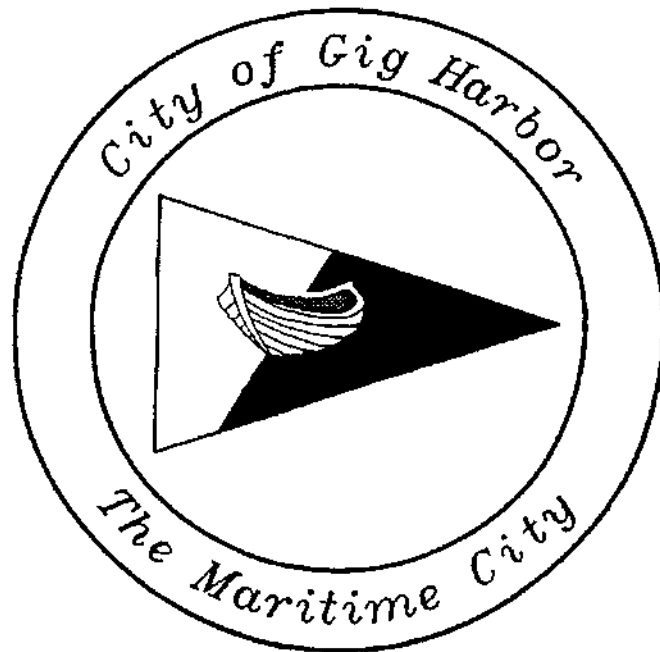


Gig Harbor City Council Meeting



May 8, 2000

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
May 8, 2000 - 7:00 p.m.

SPECIAL PRESENTATION - 6:45 P.M. Boys & Girls Club - Jeremy Rubin.

CALL TO ORDER:

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of April 24, 2000.
2. Correspondence / Proclamations:
 - a. Proclamation - Auxiliary 2809 Fraternal Order of Eagles.
 - b. Proclamation - Gig Harbor Tourism Week.
 - c. Proclamation - Relatives Raising Children Day.
 - d. My Home Town - AT & T Cable Services.
 - e. Thank you letter to Chief Mitch Barker - Gig Harbor High School.
3. Construction Survey Services Consultant Services Contract - East/West Road Project.
4. Materials Testing Services - Consultant Services Contract - Pt. Fosdick Improvement Project.
5. Purchase Authorization - Prefabricated Building.
6. Approval of Payment of Bills for May 8, 2000:
Checks #24988 through #25070 for \$196,779.98.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Sewer Outfall Presentation.
2. Resolution Authorizing Application for Funding Assistance - Scofield Tidelands Property.
3. Hotel-Motel Tax Report - Chamber Projects.
4. Habitat Analysis for Donkey Creek Consultant Services Contract - Applied Engineering Services.
5. Moritz Outside Utility Request / Water and Sewer.

PUBLIC COMMENT/DISCUSSION:

Ruthie Reinert, Tacoma-Pierce County Convention & Visitor Bureau - Gig Harbor Tourism Week.

COUNCIL COMMENTS / MAYOR'S REPORT:

Mayor's Report - Update on the Borgen Property.

STAFF REPORTS:

ANNOUNCEMENT OF OTHER MEETINGS:

Special City Council Meeting: Thursday, May 11, 2000 at 3:00 p.m. at City Hall.

EXECUTIVE SESSION: For the purpose of discussing pending litigation per RCW 42.30.110(i) and property acquisition per RCW 42.30.110(b). Action may be taken after the session.

ADJOURN:

DRAFT

GIG HARBOR CITY COUNCIL MEETING OF APRIL 24, 2000

PRESENT: Councilmembers Ekberg, Young, Owel, Picinich, Dick, and Ruffo.
Mayor Wilbert and Councilmember Robinson were absent. Councilmember Picinich acted as Mayor Pro Tem.

CALL TO ORDER: 6:06 p.m.

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of April 10, 2000 and Special Meeting of April 13, 2000.
2. Correspondence / Proclamations:
 - a. Letter to Eagle Scout, Jeffrey Jenkins.
3. Purchase Authorization - Vibratory Roller.
4. East-West Road - Agreement for Dedication of Right-of-Way - Olympic Property Group.
5. East-West Road - Agreement for Dedication of Right-of-Way - Logan International Corp.
6. East-West Road - Easement Agreements - Olympic Property Group.
7. East-West Road - Wetlands Easement Agreement - Logan International Corp.
8. Point Fosdick Improvement Project - Bid Award.
9. Approval of Payment of Bills for April 27, 2000:
Checks #24874 through #24987 for \$159,160.92.
10. Liquor License Application for Added Privilege - Marco's Restaurant.
11. Special Occasion Liquor License - Rotary Club.

Councilmember Owel said that Jeffrey Jenkins was to be commended for his efforts in becoming an Eagle Scout.

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

OLD BUSINESS:

1. Appeal of Hearing Examiner Decision - Harborwest Development. Councilmembers Ekberg and Young recused themselves and left the Council Chambers. Mayor Pro Tem Picinich asked if any members of the Council had any Appearance of Fairness issues to disclose. There was no response. He then asked if any member of the audience had any Appearance of Fairness challenge with any member of the Councilmember.

Nicholas Natiello - 5812 Hunt Street NW. Mr. Natiello first mentioned that neither he, nor any other of the appellants had ever been asked to swear an oath before testifying in this case. He then read a lengthy statement that challenged Councilmember Picinich from hearing these appeals as he and his wife are employed by the Peninsula School District. He said that if the

Hearing Examiner's decision were not reversed, more impact fees would be paid to the school district.

Carol Morris, Legal Counsel, said that she had received Mr. Natiello's memo and it had been forwarded to the Councilmembers. She said that Councilmembers had made the decision to allow the imposition of school impact fees in the SEPA ordinance that had been adopted by the city previously. She said that the fees are being implemented by a previous decision, therefore, the case law cited by Mr. Natiello does not apply and Councilmember Picinich could continue to sit and proceed with the hearing.

Councilmember Ruffo asked for clarification on the issue of density and whether or not the Hearing Examiner was correct in allowing 3.5 units per acre when the underlying R-1 zoning only allows for three units. Ms. Morris said that there were two issues addressing this in the appeal by Mr. Natiello. The first was whether or not the Hearing Examiner can make the final decision on variances, which the code clearly allows. The second issue is whether or not the Hearing Examiner issues the final decision on PUDs. She added that the intent section of the PUD code, 17.90.010, states that the intent of Planned Unit Developments is to allow greater flexibility in the design and the development and to accomplish this purpose, the underlying district regulations, such as density, may be varied as long as such variances do not compromise the overall intent of the Comprehensive Plan nor significantly impact existing uses, or create adverse environmental impacts. She said that the decision by the Hearing Examiner was both consistent with the PUD ordinance, the variance ordinance, and the Comprehensive Plan.

Councilmember Owel suggested that each item on the matrix provided by staff be discussed in order, beginning with the density issue. She commented that the Comprehensive Plan allows 3-4 dwelling units per acre and the city's zoning code allows two, which is inconsistent. Ms. Morris said that the PUD ordinance was meant to allow variances to the density.

Councilmember Dick said that the purpose of a PUD was for flexibility and in order for that flexibility, there was to be a positive trade-off. He added that he was having difficulty in determining the trade-off that justified the Hearing Examiner's decision to approve the higher density. Councilmember Owel said that she believed that the increased density was to allow more contiguous open space, but that it has to be done with the variance process.

Ms. Morris said that the idea of a trade-off is not reflected in the code language, and if Council were to reverse or modify the Hearing Examiner's decision, it would be necessary to follow the code requirements. She added that the language that she previously read regarding the intent of a PUD states that you cannot compromise the overall intent of the Comprehensive Plan, or significantly impact existing uses, or create an adverse environmental impacts. She then read the Hearing Examiner's Findings addressing these issues.

Councilmember Ruffo asked Ms. Morris if it was her opinion that the density issue is in total adherence with the law. She responded that she was satisfied that the Hearing Examiner's decision on density conforms to the law. She said that there was nothing in the record to support a finding that could be reversed or modified on that issue.

Councilmember Ruffo said that his next item of concern was the ingress/egress and fire safety issues. Steve Bowman, Building Official and Fire Marshall, explained that his memo to Ray Gilmore, which was included in the Hearing Examiner's conclusions, addresses three different points of access. He read the memo and explained that his recommendations had been reviewed by the Fire District and determined that they were acceptable as alternate methods and materials for two points of access. He said that these recommendations had been adopted as conditions of approval of the project.

Councilmember Ruffo then addressed the school impact fees. He asked if the city has jurisdiction over collection of these fees. Ms. Morris explained that yes, the city adopted the policy for the imposition of SEPA mitigation, one of which was school impacts.

Councilmember Dick said that he was concerned with the private road issue and connection to the main arterials. He cited GHMC Chapter 17.90.040 (a) that all roads shall be public roads and subject to public works standards. Dave Skinner, Public Works Director, explained that the linkages would all be public, but within the PUD, the roads were private, ending in cul de sacs, with no future hope of connection to other public roads.

Mayor Pro Tem announced a recess at 6:50 p.m. to allow staff to get a map for clarification of the road issues and the memo with the opinion from the former Public Works Director. The meeting resumed at 7:03 p.m.

Ms. Morris handed out a copies of the memo from Dave Skinner to Ray Gilmore dated October 29, 1999 regarding the traffic impact analysis, and the January 15th memo from Wes Hill, previous Public Works Director, addressing some of the issues in question. Mr. Skinner said that Mr. Hill's memo addressed several of the concerns about public streets. He read the information and added that the road connecting 76th and 54th would be constructed as a public road, per the Hearing Examiner's Condition number 13, and the internal roads ending in cul de sacs would be private. He utilizing the Harborwest PUD Preliminary Plat map dated June 1995 to illustrate the roads. Councilmembers asked about the rights of the residents in the proposed project to utilize 76th, which is a private road. Ms. Morris explained that some of the people in the Harborwest Subdivision have the easement rights to use the private road, which is why staff recommended to the Hearing Examiner that no gate be required to prevent access. She added that the matter of the remaining 30% that use the road without easement rights is a private property owner issue to resolve.

Mayor Pro Tem Picinich asked if there were any further comments on the road issues. There were none, and the discussion continued with other concerns. Councilmember Dick said that the Hearing Examiner's decision to retain the 25 ft. buffer should remain, and the others agreed.

Mayor Pro Tem Picinich continued with issues concerning the roadway across the wetland, the rezone and the variance, and the impervious coverage. Councilmember Ruffo said that he agrees with the Hearing Examiner's decision and staff recommendation relative to those issues. Councilmember Dick said that he has concerns with the 40% impervious coverage, and the conclusion drawn that the limitations have not been exceeded. Pat Iolavera, Associate Planner, explained that she had not had the opportunity to review the entire history of the project, but said

that she would be happy to do so and make a report. Carol Morris directed Council to the code provision, Chapter 17.60.060, which addressed the requirements for impervious surface coverage for a R-1 districts and states that the maximum impervious coverage for a single-family residence is 40%. She added that if Council were interested in overturning the Hearing Examiner's decision on that issue, the appeal record from Northcreek Homeowners would need to be examined for substantial evidence to support a modification of that decision.

Councilmember Dick asked if the Comprehensive Plan allowed for an increase in the impervious coverage. Ms. Iolavera explained that the development needed to be considered as a whole, not on a lot-by-lot basis, including the open spaces as pervious surface. Ms. Morris said that the applicant had countered that particular appeal issue in their letter dated April 17th and added that if Council found that the 45% per lot did not meet the code standard, they could modify the Hearing Examiner's Decision so that the requirements would be met.

Ms. Morris asked Council to address the issue of the model homes. Councilmember Dick asked if there was any requirement that a provision to allow model homes be granted prior to final plat approval. Ms. Morris said that there were none and gave an overview of the request and the RCWs governing this issue.

Councilmember Owel asked for other Councilmembers direction to continue a portion of the decision, separating density, open space, impervious surface coverage, impact fees, and private streets. Ms. Morris said that it would be wiser to continue the entire deliberation to allow flexibility to make a decision to deny the plat if that is the direction they wish to take. Councilmembers agreed that they needed more time to consult with staff and consider the materials before making a decision.

MOTION: Move to continue the Harborwest deliberations on Wednesday, May 3, 2000 at 6:00 p.m.
Owel/Ruffo - unanimously approved.

Councilmember Ekberg and Young returned to the Council Chambers at this time.

2. Second Reading of Ordinance - Accepting a Donation from Peninsula Neighborhood Association for the Borgen Property. Dave Rodenbach explained that this ordinance accepted the fifty-dollar donation from PNA to be put toward a memorial at the Borgen Park property.

MOTION: Move to adopt Ordinance No. 842.
Young/Ekberg - unanimously approved.

3. Petition for the Establishment of a Municipal Department of the District Court. Mark Hoppen explained that this petition was the first step to proceed with an interlocal agreement with Pierce County to form the Municipal Department. He stressed that Council could withdraw from the process up until the interlocal agreement had been finalized by the redistricting committee.

MOTION: Move to submit this petition to Pierce County.
Young/Dick - four voted in favor. Councilmember Ekberg voted against the motion. The motion carried.

NEW BUSINESS:

1. Briefing on the Region's 1995 Metropolitan Transportation Plan Update. Mayor Pro Tem Picinich introduced Norman Abbott, Puget Sound Regional Council, who gave a presentation to give the Council an overview of the update of the transportation plan that will facilitate regional planning and help to identify state and local needs and solutions.

PUBLIC COMMENT/DISCUSSION: None.

COUNCIL COMMENTS / MAYOR'S REPORT:

Councilmember Owel presented *The Commander's Certificate* received by the city when she and the Mayor attended an event at Ft. Lewis, welcoming Gig Harbor into a community partnership with the I-Corps and Ft. Lewis. She added that she had recommended that the gentleman who had been assigned as a liaison with the Gig Harbor area, Col. John Custer, to attend the local Emergency Preparedness meetings to develop resources.

STAFF REPORTS:

1. Dave Rodenbach, Finance Director - Quarterly Report. Mr. Rodenbach announced that there was nothing significant to report. He gave a brief overview of the report and offered to answer questions.
2. Chief Mitch Barker - GHPD March Stats. Chief Barker said he had nothing to add to the written report, but wanted to thank Council for allowing him to attend the FBI training in Quantico. He said he would put together a brief presentation in the near future.
3. David Skinner, Public Works Director. Mr. Skinner announced that after the passing of the items on the Consent Agenda earlier this evening, the East-West Road project would go out to advertising on Wednesday morning.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Special City Council Meeting - 6:00 p.m. Wednesday, May 3rd at City Hall.
2. Special Presentation to the City Council - Boys & Girls Club- May 8th at 6:45 p.m. before the regular meeting.

EXECUTIVE SESSION: For the purpose of discussing potential and pending litigation per RCW 42.30.110(i) and property acquisition per RCW 42.30.110(b). Action may be taken after the session.

MOTION: Move to adjourn to Executive Session at 8:05 p.m. for approximately five minutes for the purpose of discussing potential and pending litigation.
Ruffo/Owel - unanimously approved.

MOTION: Move to return to regular session at 8:10 p.m. and extend the Executive Session for another five minutes.
Owel/Ruffo - unanimously approved.

MOTION: Move to return to regular session at 8:20 p.m.
Ruffo/Young - unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 8:20 p.m.
Ruffo/Ekberg - unanimously approved.

Cassette recorder utilized.
Tape 567 Side B 260 - end.
Tape 568 Both Sides.
Tape 569 Side A 000 - end.

Mayor

City Clerk

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, the Gig Harbor Auxiliary 2809 Fraternal Order of Eagles was instituted 50 years ago on April 29, 1950; and

WHEREAS, the Auxiliary has given four scholarships a year to deserving high school students during all those 50 years; and

WHEREAS, in addition, the Auxiliary raises money for research for cancer, Alzheimers, diabetes and heart disease; and

WHEREAS, Auxiliary members serve the community with volunteer hours given to needs of senior citizens and the Food Bank; and

WHEREAS, Auxiliary members are beginning to focus on the need to eliminate child abuse; and

NOW, THEREFORE, I, Gretchen A. Wilbert, Mayor of the City of Gig Harbor, and the citizens of Gig Harbor, congratulate

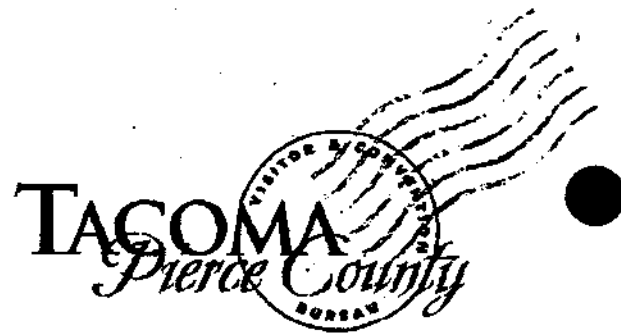
GIG HARBOR AUXILIARY 2809

for their dedicated service to our citizens and proclaim April 29th, 2000, as a day of celebration for 50 years of service.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 28th day of April, 2000.

Gretchen A. Wilbert, Mayor

Date



April 27, 2000

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

Dear Mayor Wilbert:

In recognition of the unique significance of the travel and tourism industry in the lives of the citizens of our region, we would like to request a Proclamation from the Mayor of Gig Harbor proclaiming May 7-13, 2000 "Gig Harbor Tourism Week".

We would appreciate having this proclamation placed early on the agenda for the City Council meeting May 8. Enclosed is a draft containing information that may be used regarding the important benefits tourism plays to our region.

If there are any questions, please call me at 253-627-2836, extension 13.

Sincerely,

A handwritten signature in cursive script that reads "Ruthie Reinert".

Ruthie Reinert
 Executive Director



PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, the travel and tourism industry carries tremendous importance for the City of Gig Harbor, contributing to our employment, economic prosperity, international trade and relations, peace, understanding, and goodwill; and

WHEREAS, every citizen benefits from the effects of travel and tourism. The industry substantially enhances our personal growth and education, while promoting intercultural understanding and appreciation of our city's geography, history, and culture; and

WHEREAS, as people throughout the world become more aware of the outstanding cultural and recreational resources available in Gig Harbor and the United States, travel and tourism will become an increasingly important aspect in the lives of our citizens; and

WHEREAS, given these laudable contributions to the economic, social, and cultural well-being of the citizens of Gig Harbor, it is fitting that we recognize the importance of travel and tourism; and

WHEREAS, the efforts of the Tacoma-Pierce County Convention and Visitor Bureau in increasing tourism as our regional destination marketing organization;

NOW, THEREFORE, I, Gretchen A. Wilbert, Mayor of the City of Gig Harbor, do hereby proclaim the week beginning May 7th, as

GIG HARBOR TOURISM WEEK

and we call upon the people of Gig Harbor to observe this week with appropriate ceremonies and activities. In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 8th day of May, 2000.

Gretchen A. Wilbert, Mayor

Date



RECEIVED

APR 26 2000

CITY OF GIG HARBOR

FAMILY COUNSELING SERVICE

of Tacoma and Pierce County
Serving Families Since 1895

April 25, 2000

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

Dear Mayor Wilbert:

I am writing this letter on behalf of the relative headed households in your community requesting your city proclaim Wednesday, May 17, 2000 as Relatives Raising Children Day. Governor Locke has issued a state proclamation and I am enclosing a copy for your use.

The United States Census tells us that the number of grandparent headed households without either parent present has increased by 53 percent between 1990 and 1998. We also know that 1/3 of the children in our state that are in the formal foster care system are in relative headed licensed foster homes. The United States Department of Justice tells us that the incarceration rates of women has increased 6 fold over the last 10 years and when women are incarcerated 50.6% of their children go to live with grandparents. We also know 15% of grandparent headed households are over the age of 65; 66% are between 45 and 64 and 19% are under 45. Pierce County data supports these numbers.

Pierce County is the only county in the state that has a staffed, funded program of support, advocacy and education for relative headed families. The program is collaborative and all services are offered at no charge to Pierce County residents. Currently, there are nine support groups/programs meeting regularly. I am available to work with community groups and can be reached by calling 253-565-4484 ext 119.

Thank you for supporting the relative headed households in your community.

Sincerely,

Edith Owen, Coordinator
Pierce County Relatives Raising Children Program



PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, the family is the cornerstone of our nation, state and communities, and children are the future of the society; and

WHEREAS, the care and nurturing of children has traditionally been the responsibility of the biological parents with support from the neighborhood and community; and

WHEREAS, changes in social structure have resulted in some biological parents unable to appropriately parent their children; and

WHEREAS, grandparents and other relatives are stepping forward to assume full, daily parental responsibility for these children; and

WHEREAS, these relatives can face emotional, financial, legal and day-to-day living challenges in their efforts to provide these children a healthy and safe life; and

WHEREAS, the number of children being raised by relatives is increasing; and

WHEREAS, the significance of the care and nurturing role these relatives play in the lives of the children of our state should be recognized;

NOW, THEREFORE, I, Gretchen A. Wilbert, Mayor of the City of Gig Harbor, hereby declare May 17, 2000, as

RELATIVES RAISING CHILDREN DAY

in Gig Harbor, and I urge all citizens to join me in observing this day to recognize the contributions of these caring relatives.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 3rd day of May, 2000.

Gretchen A. Wilbert, Mayor

Date

Our JUNE Show
BEGINNING JUNE 1



MY HOME TOWN

HOSTED BY
DOROTHY WILHELM

Gig Harbor

We'll be telling the story of Gig Harbor all during the month of June. This week, we're finding out about this beautiful town. What are the stories we should tell?

This show is repeated all during the month so this is the schedule for each week during June!

My Home Town on AT&T Cable Services

Channel 76 in Tacoma

Channel 29 in Pierce County:

Monday 4:00 p.m.

Wednesday 6:30 p.m.

Thursday 5:00 p.m.

Friday 7:30 p.m.

Saturday 8:30 p.m.

Note: Questions about schedule?

Call 253-503-8138

Ideas for future shows:

Dorothy Wilhelm -253-582-4565



AT&T Cable Services



GIG HARBOR HIGH SCHOOL

5101 Rosedale Street Northwest
Gig Harbor, Washington 98335
(253) 851-6131
(253) 858-5656 Fax

MIKE WEST
Principal
JUDI CLEGHORN
Assistant Principal
LEE SMITH
Assistant Principal

April 24, 2000

RECEIVED
APR 26 2000
CITY OF GIG HARBOR

Mitch Barker
Chief of Police
3105 Judson Street
Gig Harbor, WA 98335

Dear Mitch:

I am writing to express my gratitude to you and your department for the phenomenal support you provided our school during our recent week of rampant rumors. Your pro-active measures and professional approach immeasurably allayed our school and community fears as we weathered the storm together.

Your presence at our parent meeting on Thursday, April 13, provided our parents with a general sense of confidence that their children are safe in our care. I also marveled at the cooperative way you worked with the Pierce County Sheriff and the Gig Harbor Fire Departments. The inter-agency cooperation you fostered led to a coordinated security approach that gives our community a sense of security that is crucial

I consider myself blessed to have the opportunity to work with you and your outstanding department. On behalf of our students, parents, and staff, please share my deep appreciation with the members of your department and let them know we are deeply grateful for their efforts.

Sincerely,

Mike West
Principal

cc: Jim Coolican, PSD Superintendent
Gretchen Wilber, Mayor, City of Gig Harbor



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
EAST-WEST ROADWAY PROJECT - CONSTRUCTION SURVEY
SERVICES
DATE: MAY 1, 2000

DRS

INTRODUCTION/BACKGROUND

Budgeted objectives for 2000 include the construction of the East-West Roadway project. Survey staking and related work is needed to establish right-of-way, vertical and horizontal grades, and other information necessary to construct the new roadway.

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 includes construction surveying along the corridor of the project, and to locate permanent survey monuments within the project limits. An optional task has been included for supplemental work as needed in support of other projects.

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

Funds are available for this work in the Street Fund.

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 one hundred forty-one thousand seven hundred fifty-two dollars and nine cents (\$141,752.09).

**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. 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 East-West Roadway 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 ~~November 16, 1999~~ ^{MAY 12, 2000}, 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 one hundred forty-one thousand seven hundred fifty-two dollars and nine cents (\$141,752.09) 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, 2000; 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 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 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.
Anderson Evans and Associates, Inc.
1000 Pacific Highway East, Suite 311
Tacoma, Washington 98424
Phone: (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 be 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 made 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 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.

The City of Gig Harbor

By: 
Its Principal

By: _____
Mayor

Notices to be sent to:

CONSULTANT

Attn: Randy A. Anderson, P.E.

David Evans and Associates, Inc.

3700 Pacific Highway East, Suite 311

Tacoma, Washington 98424

David R. Skinner, P.E.

Director of Public Works

City of Gig Harbor

3105 Judson Street

Gig Harbor, Washington 98335

APPROVED AS TO FORM:

ATTEST:

City Attorney

Gig Harbor City Clerk

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CITY OF GIG HARBOR
CONSTRUCTION SURVEY STAKING
FOR
EAST - WEST ROADWAY PROJECT
C. S. P. 9801

EXHIBIT A
SCOPE OF SERVICES

David Evans and Associates, Inc. (DEA) is pleased to provide this Scope of Services to the City of Gig Harbor (City) for construction staking for the East-West Roadway Project. The project length is approximately 1.1 miles and goes between the Burnham Drive NW interchange and Peacock Hill Avenue NW. In general, this project involves providing construction survey services for the construction of this road. It is anticipated that the project and this work will extend over two construction seasons.

The construction survey work will be done in accordance with the plans and specifications entitled *East-West Roadway Project, C.S.P. 9801*, developed by the City of Gig Harbor. DEA will provide construction survey work for the project including, but not limited to: alignment stakes, slope stakes, drainage stakes, sewer and water line stakes, and grade stakes necessary for the construction of the roadbed, surfacing, paving, drainage facilities, ditches, curb and gutter, sidewalks, retaining walls, water and sanitary sewer lines, wetlands, and permanent monuments. The project tasks for this Scope of Services are as follows:

TASK 1—PROJECT MANAGEMENT

- Attend the pre-construction meeting and other meetings as required over the life of the project. Attendance at meetings will be done at the direction of the City.
- Update the City on the status of the construction survey work being done for the project and how the information is being used by the contractor as necessary.
- Prepare and submit monthly invoices to the City of Gig Harbor. If requested by the City the invoice will include a summary of the work accomplished during the billing period and the individuals who worked on the project. The invoices will show labor and expenses correlated to the task numbers included herein.
- Provide internal QA/QC review throughout the construction survey process.

TASK 2—ESTABLISH HORIZONTAL/VERTICAL CONTROL POINTS

Establish horizontal/vertical control for the project. DEA will set a minimum of two control points on each end of the project. DEA will use the data provided by the City to establish these control points. DEA will use the established horizontal and vertical datums that were used for the design of the project and utilized in the development of the final plans for the project. DEA will set five temporary vertical and horizontal control

points throughout the length of the project for use by DEA, the City, the contractor, and utilities contractors working on the project.

TASK 3—CONSTRUCTION STAKING FOR ROADS

The work in this task involves construction staking for the project's mainline roadways. The "A" Line, "CR" Line, "C" Line, "B" Line, "BR" Line, and "EW" Line will be staked as per the construction plans for the project. DEA will set stakes at 50-foot stations and at the beginning, end, and sag points of vertical curves for these lines. Stakes will also be set at the beginning and end of all changes in roadway widths.

All new hubs (elevations) for future lifts of material (i.e., CSTC and asphalt concrete) will be set from base control benchmarks and not from previous hubs.

The following staking will be provided:

- Clearing and grubbing limits will be set with flagging at five-foot offsets outside of the actual clearing line.
- The road's centerline will be set with hubs and stakes with cut and fill information.
- Slope stakes will be set with a hub, lathe, and flagging at a five-foot offset to the catch point. A lathe will be set at the actual catch point but no hub will be set at this location. Applicable slope stake information will be written on each lathe. For the portion of the "EW" Line that requires benching of the cut slopes, cut slope stakes will be provided giving cut and offset data to each bench. Approximately nine slope stakes will be provided for the portion of the project that requires the construction of a benched roadway section.
- Road centerline "red tops" will be set for the top of crushed rock when the contractor has the gravel base constructed within .2-foot of this grade.
- Alignment stakes with elevations for the sidewalks will be provided at those locations where the sidewalk is offset from the curb and gutter and has its own independent horizontal or vertical alignment.
- Staking will be provided for the project's curb and gutter roadway section. Hubs and stakes will be set on a three-foot offset at fifty-foot stations on the mainline portion of the roadway and at 25-foot stations or at quarter points as needed for curb returns.

TASK 4--ROUNDAABOUT LAYOUT

Construction staking will be done to locate the project's roundabout. This work includes the following:

- Slope stakes will be set with a hub, lathe, and flagging at a five-foot offset to the catch point. A lathe will be set at the actual catch point but no hub will be set at this location. Applicable slope stake information will be written on each lathe.
- Construction stakes will be set for the basin's outlet control device and associated storm drainage pipes.
- Staking will be provided for the project's curb and gutter roadway section. Hubs and stakes will be set on a three-foot offset at fifty-foot stations on the mainline portion of the roadway and at 25-foot stations or as needed for the layout of the roundabout.

TASK 5---EAST DETENTION BASIN

Construction staking will be done to locate the project's East detention basin. This work includes the following:

- Clearing and grubbing limits will be set with flagging at five-foot offsets outside of the actual clearing line.
- Slope stakes will be set with a hub, lathe, and flagging at a five-foot offset to the catch point. A lathe will be set at the actual catch point but no hub will be set at this location. Applicable slope stake information will be written on each lathe.
- Construction stakes will be set for the basin's outlet control device and associated storm drainage pipes.

TASK 6—EAST DETENTION BASIN ACCESS ROAD

The following staking will be provided:

- Clearing and grubbing limits will be set with flagging at five-foot offsets outside of the actual clearing line.
- The road's centerline will be set with hubs and stakes with cut and fill information.
- Slope stakes will be set with a hub, lathe, and flagging at a five-foot offset to the catch point. A lathe will be set at the actual catch point but no hub will be set at this location. Applicable slope stake information will be written on each lathe.
- Road centerline "red tops" will be set for the top of crushed rock when the contractor has the subgrade constructed within .2-foot of final grade.

TASK 7—STORM DRAINAGE FACILITIES AND STRUCTURES

Construction staking for the project's storm drainage system will be provided. Stakes will be provided at each structure (in and out) at 25-feet from each structure and then at

50-foot stations thereafter. Reference stakes shall be provided for frame and grate elevations.

TASK 8—SURVEY FOR WALL SYSTEM

DEA will provide one set of construction stakes or offset stakes for the two wall systems. One is on the "B" Line and the other is on the "BR" Line.

TASK 9—SANITARY SEWER SYSTEM

Construction staking for the project's two runs of sanitary sewer system will be provided.

TASK 10—WATER SYSTEM

Construction staking for the project's three runs of water system will be provided.

TASK 11—WETLANDS

Construction staking for two wetland areas will be provided by DEA. The following construction survey staking will be done for the wetland area adjacent to Burnham Drive NW. The wetland plans have been prepared for the City of Gig Harbor by Parametrix, Inc. and dated 3-24-2000.

1. Based on existing flagging or flagging information to be provided by the City, the existing wetland boundary will be staked every 25-feet (approximately 16 stakes).
2. The proposed wetland planting zone boundary will be staked every 25-feet (approximately 22 stakes).
3. Approximately 14 slope stakes will be set for the contour grading of the wetland planting zone.
4. The proposed upland buffer area boundary line will be staked every 25-feet (approximately 25 stakes).
5. Approximately 16 slope stakes will be set for the contour grading of the upland buffer area.

The following construction survey staking will be done for the wetland area adjacent to the existing gravel road.

1. The existing wetland boundary will be staked every 25-feet (approximately 10 stakes).

2. The proposed wetland planting zone boundary will be staked every 25-feet (approximately 34 stakes).
3. Approximately 12 slope stakes will be set for the contour grading of the wetland planting zone.
4. The proposed upland buffer area boundary line will be staked every 25-feet (approximately 39 stakes).
5. Approximately 25 slope stakes will be set for the contour grading of the upland buffer area.

Staking for the plants and planting schedule for the wetland areas will not be done.

TASK 12---FINAL MONUMENTATION

DEA will determine the location of twenty permanent survey monuments and mark their location with a PK nail and will also set straddles for the cased monument. The City's contractor will set the monument case, cover and blank monument. DEA will return to the project to stamp the monument. If the point does not fall on the monument, the City's contractor will reset case, cover and monument. The City will supply the case, cover, and blank monument.

TASK 13---SURVEY FOR AS-CONSTRUCTGED PLANS

DEA will provide the city with needed field survey information to enable the city to develop as-built plans for the project. DEA will provide the needed survey data but will not actually make revisions to the plans themselves.

TASK 14---SUPPLEMENTAL ON-CALL SERVICES

DEA will provide the City with additional on-call services including but not limited to construction survey support, general engineering, construction engineering support, or other services as requested by the City. This work will be done at the request of the City on a time and materials basis using the rates in Exhibit B or as negotiated between the City and DEA.

Criteria of Work

All construction survey work will be performed under the direction of a Professional Land Surveyor registered in the State of Washington.

The survey work performed by DEA will be accurate within the following tolerances:

- | | <u>Horizontal</u> | <u>Vertical</u> |
|---|-------------------|-----------------|
| 1. Right-of-Way for clearing and grubbing | ± 1.0 | |

East-West Roadway Project
CSP - 9801
Exhibit A

2. Slope Stakes	± 0.10	± 0.1 foot
3. Subgrade	± 0.10	± 0.05 foot
4. Stationing	± 0.10	
5. Alignment	± 0.02	
6. Roadside drainage (ditch)	± 0.10	± 0.10 foot
7. Storm sewer	± 0.10	± 0.02 foot
8. Sanitary sewer	± 0.10	± 0.02 foot
9. Retention/detention ponds, channels, and ditches	± 0.10	± 0.10 foot
10. Paving pins for surfacing or paving	± 0.01	± 0.02 foot

DEA will provide the City with Slope stake notes, cut sheets, or other notes or data within 48 hours after staking occurs.

All new hubs (elevations) for future lifts of material (i.e., CSTC and asphalt concrete will be set from base control benchmarks and not from previous hubs.

EXCLUSIONS/CONDITIONS OF WORK

The following exclusions or conditions of work shall prevail for this Scope of Work:

- All staking will be done on a one time only basis. The City will require the contractor to maintain the provided stakes and information. Re-staking may be requested by the City and will be done on a time and expense basis and billed to the City.
- It is understood that the contractor's written request for construction staking shall be presented to DEA through the City not less than three (3) business days before completed staking of the requested section is required. The contractor's written request shall contain the following information:
 1. The date completed staking is required to allow the contractor to continue the work without delay.
 2. The station-to-station range of staking and cut data to be provided.
 3. The sheet numbers of the contract plans that contain the requested station-to-station range.
 4. The number, direction and distances of perpendicular offsets that the contractor prefers for the requested section.
- The City or the City's contractor shall provide a work site or environment which is conducive to permitting construction staking to proceed in a safe and orderly manner. If needed, the City or the City's contractor will provide any needed temporary traffic

East-West Roadway Project
CSP - 9801
Exhibit A

- control and flaggers necessary or required to ensure the safety of survey crews performing work within city, county, or state right-of-way.
- If disputes concerning accuracy of lines and elevations arise, the contractor, the City, and DEA shall cooperate with each other to resolve survey accuracy problems. No compensation will be paid for this work task.
 - DEA will lay out and set construction stakes or hubs needed to establish the lines, grades, slopes, cross-sections, and curve superelevations or other construction items. The contractor shall take full responsibility for all data, dimensions, elevations, and slopes measured from the provided stakes or hubs.
 - No separate or specific construction survey work will be done for the channelization, landscaping, irrigation, or illumination work on the project.
 - The City will provide DEA with plan information in AutoCAD format so that horizontal, vertical, slope stake, and other construction information can be generated.
 - The City will be responsible for providing DEA with any plan change information three days prior to the request to have that particular facet of the project field staked. However, DEA will make every reasonable effort to minimize that time to allow the contractor's work schedule to proceed without delay.
 - No construction survey work will be done for other utilities that may be placed in city right-of-way as part of the project. If so requested by the City, construction survey work will be done on a time and expense basis and billed directly to the City. It is understood that DEA may also provide additional survey information to these utilities, the contractor, or the contractor's subcontractors on a separate contractual basis.
 - No property survey work or establishment of right-of-way lines that will require the filing of a Record of Survey will be done as part of this project. If so requested by the City, property line survey work will be done on a time and expense basis and billed directly to the City.

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SCHEDULE OF RATES AND ESTIMATED HOURS FOR CONSTRUCTION SURVEY WORK

	Project Manager	Survey Manager	Professional Land Surveyor	Survey Technician	2 Person Survey Draw	General Administrative Support	Task Name And Expenses
TASK 1—PROJECT MANAGEMENT							
Attend Pre-Construction and Other Meetings			20				
Status Updates	4		8				
Process and Submit Invoices and Administrative Work	30					20	
QA/QC		20				4	
Set up Project Files and Archiving							
TASK 2—ESTABLISH HORIZONTAL/VERTICAL CONTROL FOR PROJECT							
CONTROL FOR PROJECT							
Establish Control Points for Project							
Set Five Temporary Bench Marks for Project			2	4	16		
Set Five Temporary Horizontal Control Points for Project			2	4	16		
TASK 3—CONSTRUCTION STAKING FOR ROADS							
"A" LINE—265 Feet Curb and Gutter on Both Sides							
Set Clearing and Grubbing Limits							
Stake Road Centerline			2	2	4		
Set Slope Stakes for Road			2				
Set Hubs for Horizontal and Vertical Control for Road Subgrade				2	12		
"C" LINE—241 Feet No Curb and Gutter							
Set Clearing and Grubbing Limits							
Stake Road Centerline			2	2	4		
Set Slope Stakes for Road			2				
Set Hubs for Horizontal and Vertical Control for Road Subgrade				2	4		
Horizontal and Vertical Control for Final Paving					4		
"C" LINE—200 Feet No Curb and Gutter							
Set Clearing and Grubbing Limits							
Stake Road Centerline			2	2	4		
Set Slope Stakes for Road			2				
Set Hubs for Horizontal and Vertical Control for Road Subgrade				2	4		
Horizontal and Vertical Control for Final Paving					4		
"B" LINE—358 Feet Curb, Gutter, and Sidewalk							
Set Clearing and Grubbing Limits							
Stake Road Centerline			2	2	4		
Set Slope Stakes for Road			2				
Set Hubs for Horizontal and Vertical Control for Road Subgrade				2	8		
Horizontal and Vertical Control for Final Paving					8		
Set Hubs for Curb, Gutter, and Sidewalk					12		
"B" LINE—321 Feet Curb and Gutter on Both Sides							
Set Clearing and Grubbing Limits							
Stake Road Centerline			2	2	4		
Set Slope Stakes for Road			2				
Set Hubs for Horizontal and Vertical Control for Road Subgrade				2	8		
Horizontal and Vertical Control for Final Paving					4		
Set Hubs for Curb, Gutter, and Sidewalk					8		
"D" LINE—378 Feet Curb and Gutter on One Side							
Set Clearing and Grubbing Limits							
Stake Road Centerline (Rough Subgrade)			14	24	40		
Set Slope Stakes for Road					80		
Horizontal and Vertical Control for Final Paving					26		
Set Hubs for Curb and Gutter					40		
TASK 4—ROUNDBABOUT LAYOUT							
Set Slope Stakes for Basin			4	2	8		
Set Horizontal/Vertical Control for Outlet Structure					4		
Set Slope Stakes for Basin Divider					4		
Set Hubs for Curb and Gutter					8		
Sidewalks					20		
TASK 5—EAST DETENTION BASIN							
Set Clearing and Grubbing Limits							
Set Slope Stakes for Basin			2	4	8		
Set Horizontal/Vertical Control for Outlet Structure					8		
Set Slope Stakes for Basin Divider					8		
TASK 6—EAST DETENTION BASIN ACCESS ROAD—790 Feet							
Set Clearing and Grubbing Limits							
Stake Road Centerline			2	2	4		
Set Slope Stakes for Road					16		
Horizontal and Vertical Control for Road Subgrade					8		
Stake Subgrade Ditch Line					16		
TASK 7—STORM DRAINAGE FACILITIES AND STRUCTURES							
Culvert Pipe—17 Runs of Pipe			4	2	16		
Culvert Sewer Pipe—9 Runs of Pipe and 20 Structures			4	12	30		
TASK 8—SURVEY FOR WALL SYSTEM							
"B" Line Wall				2	6		
"B" Line Wall				2	6		
TASK 9—SANITARY SEWER SYSTEM							
Sanitary Sewer Pipe—2 Runs of Pipe				2	4		
TASK 10—WATER SYSTEM							
Water Main—1 Run of Pipe				2	6		
TASK 11—WETLANDS							
Wetland Area Adjacent to Burnham Drive Ave							
Stake Existing Wetland Boundary Every 25 feet (Approximately 16 Stakes)					4		
Stake Proposed Wetland Planning Zone Every 25 feet (Approximately 22 Stakes)					8		
Provide Orange Stakes for the Wetland Area (Approximately 14 Stakes)			4	4	4		
Stake Upland Buffer Area Boundary Every 25 feet (Approximately 20 Stakes)					8		
Wetland Area Adjacent to the Existing Orval Road							
Stake Existing Wetland Boundary Every 25 feet (Approximately 10 Stakes)					4		
Stake Proposed Wetland Planning Zone Every 25 feet (Approximately 22 Stakes)					8		
Provide Orange Stakes for the Wetland Area (Approximately 12 Stakes)			4	4	4		
Stake Upland Buffer Area Boundary Every 25 feet (Approximately 20 Stakes)					8		
TASK 12—FINAL MONUMENTATION							
Set 20mm Monument Positions and Stakes for 26 Measurements			0	0	26		
Set 20 Final Monument Positions				0	14		
TASK 13—SURVEY FOR AS-CONSTRUCTED PLANS							
Provide Survey Information to City for As-Constructed Plans			0	12	40		
TASK 14—SUPPLEMENTAL ON-CALL SERVICES							
Additional Work Done at the Direction of the City			0	25	50		
Total Estimated Hours	40	20	80	173	532	22	
Rate	\$ 38.00	\$ 31.50	\$ 30.00	\$ 24.20	\$ 37.00	\$ 20.50	\$ 45,632.80
Direct Labor	1,532.00	630.00	2,700.00	4,188.00	19,540.00	452.00	45,632.80
Total Direct Labor Salary Costs							77,747.12
Indirect Labor Costs (7.788%)							121,660.12
Total Labor Cost							199,407.24
Profit Fee @ 15%							29,911.09
Labor Fee							229,318.33
EXPENSES							
Mileage at \$ 0.25 per mile							1,600.00
Supplies (as needed) @ 1.1							250.00
Reimbursement Phone Expenses							141,782.14

Please refer to the contract for additional details. Actual rates of persons doing the work will be used for billing and payment.



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
POINT FOSDICK IMPROVEMENT PROJECT - MATERIALS TESTING
DATE: MAY 1, 2000

DRS.

INTRODUCTION/BACKGROUND

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

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

Council approval of the Consultant Services Contract is being requested.

POLICY CONSIDERATIONS

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

FISCAL CONSIDERATIONS

Sufficient funds are available for this work in the 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 Point Fosdick Drive Improvement Project in an amount not to exceed six thousand three hundred ninety-six dollars and no cents (\$6,396.00).

**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 Point Fosdick Drive Improvement 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 April 18, 2000, 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 Six thousand three hundred ninety-six and no cents (\$6,396.00) 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, 2000; 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
Bob Arnold
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 _____, 2000.

CONSULTANT

By:


Its Principal

CITY OF GIG HARBOR

By:

Mayor

Notices to be sent to:

CONSULTANT
Bob Arnold
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

RECEIVED

Exhibit A
Scope of Services
April 18, 2000

APR 19 2000

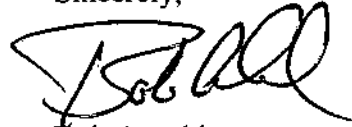
CITY OF GIG HARBOR
PUBLIC WORKS

General Testing Laboratories, Inc. (GTL) respectfully submits this proposal to provide construction inspection and materials testing services during construction of the East West Road Project.

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

Proposed unit rates for the services most likely to be required are summarized below. Our 2000 *Schedule of Charges* and rates for other laboratory tests (Exhibit B) are proposed for any additional services requested and as the terms of our agreement.

Sincerely,



Bob Arnold
Technical Director

BA/be

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

**GENERAL TESTING LABORATORIES, INC.
18970 Third Ave NE P.O. Box 1586
Poulsbo, WA 98370**

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

May 1, 2000

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

Attn: Steve Misiurak

RE: Testing & Inspection of Point Fosdick Drive

Dear Steve:

As per your request, we have prepared an estimate for the testing and inspection of the above named project. As always, on these projects our services are dependent upon the contractors scheduling and performance, but a rough estimate is broken down as follows:

<u>Soils</u>	
6 Proctors at \$145.00 each	\$ 870.00
4 Sieve Analysis at \$85.00 each	340.00
12 Days Nuclear Gauge rental at \$60.00 per day	720.00
12 Site Visits at 4 hours each at \$34.00/hr. (Tech Time)	<u>1,632.00</u>
Total	3,562.00
<u>Asphalt</u>	
1 Rice Test at \$65.00 each	65.00
1 Extraction/Gradation at \$135.00	135.00
3 Day Nuclear Gauge rental at \$60.00/day	180.00
4 Site Visits of 4 hours at \$34.00/hr. (Tech Time)	<u>544.00</u>
Total	924.00
<u>Concrete</u>	
7 Site Visits at 4 hours each at \$34.00/hr. (Tech Time)	952.00
20 Cylinders at \$12.00 each	<u>348.00</u>
Total	1,300.00
*Note: Based on 4 site visits with 5 cylinders each time and three site visits with 3 cylinders each visit	
<u>Miscellaneous</u>	
Mileage based at \$0.325 per mile	422.00
Report review at 2 hours at \$60.00 an hour	120.00
Clerical at 2 hours at \$34.00 an hour	68.00
Total	<u>610.00</u>
Total Estimate	6,396.00

If you have any questions feel free to give me a call at (360) 779-9196.

Sincerely,



Bob Arnold
Technical Director

BA/bc



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 – PREFABRICATED BUILDING
DATE: MAY 3, 2000

DRS.

INTRODUCTION/BACKGROUND

Purchase of a prefabricated building for an employee lunchroom at the Wastewater Treatment Plant was budgeted for in the year 2000. Price quotations for the prefabricated 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>
Pacific Mobile	\$ 11,050.00	\$ 884.00	\$ 11,934.00
Evergreen Mobile Co.	\$ 11,465.00	\$ 917.20	\$ 12,382.20
McKinney	\$ 12,901.00	\$1,032.08	\$ 13,933.08

The lowest price quotation received was from Pacific Mobile, in the amount of \$11,934.00, including state sales tax.

RECOMMENDATION

Staff recommends that Council authorize purchase of the Prefabricated Building from Pacific Mobile, as the lowest responsible respondent, for their price quotation proposal amount of eleven thousand nine hundred thirty-four dollars and no cents (\$11,934.00), 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 *DRS.*
SUBJECT: RESOLUTION FOR IAC GRANT APPLICATION
- SCOFIELD PROPERTY - TIDELANDS PROPERTY ACQUISITION
DATE: MAY 4, 2000

INTRODUCTION/BACKGROUND

The 1996 Parks, Recreation and Open Space Plan element of the Comprehensive Plan identified the Scofield Tidelands Property as a proposed historical/cultural site. The Interagency Committee for Outdoor Recreation (IAC) offers a grant program to assist communities in providing conservancy protection through a land use agreement or acquisition. The IAC's Washington Wildlife and Recreation Program provides a maximum 50-percent match to local funds for selected projects.

The Scofield Tidelands Property acquisition of 0.81 acres of land and adjacent tidelands (as shown on the attached vicinity map) is located at the north end of the inner harbor of Gig Harbor. The tidelands have been identified within the resource conservancy lands to be protected throughout Gig Harbor. These tidelands are known to have significant marine and estuarine habitat value. Specific improvements for the property shown in the Parks Plan include a Harborview/Tidelands Trail, a high and low tide viewpoint, an interpretive shelter, access for kayak and canoe access, and parking. The tidelands and sandy shoreline may include the historical location of a Nisqually Indian Village that occupied the site until 1883. The tidelands and shoreline are ideal for incorporation into a water trail for the overall Gig Harbor area. The water access system would be developed for dory, sportyak, canoes, kayaks and other car top boating activities. Where possible, water trail accesses would include recreational services including parking lots, restrooms and utilities, and connection to trail corridors. This site may be considered a water trail destination or access site for hand carry boats when tides allow.

The grant application to IAC requests \$750,000, which is approximately 50% of the total anticipated acquisition cost of the property. The City is applying for a Department of Natural Resources ALEA Grant for the balance of the costs. If however the City is unable to obtain the required grants to match the IAC contributions the City will withdraw the IAC grant.

The goals and objectives set forth in 1996 Parks, Recreation, and Open Space Plan identify the need for historical and cultural sites within the City.

The IAC requires that prior to formal consideration of the project by their Technical Review Committee, each grant application include a resolution confirming the City's process for project development, and the City's ability and intent to construct the project. The resolution's content is prescribed by IAC.

MAYOR WILBERT AND CITY COUNCIL

May 4, 2000

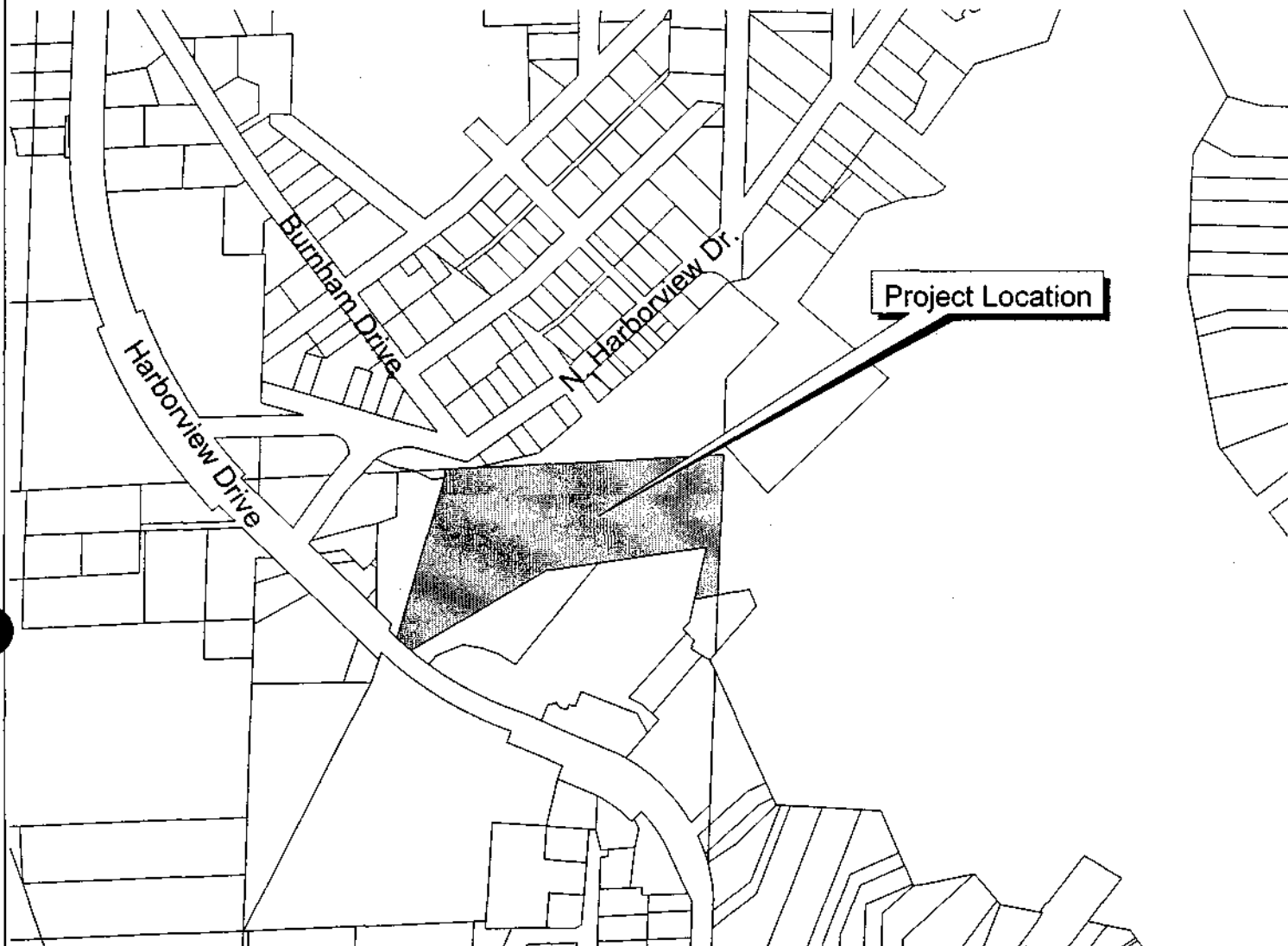
Page 2

No City funds will be expended for this property acquisition.

RECOMMENDATION

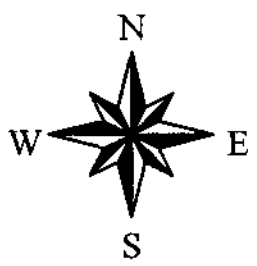
Staff recommends that Council adopt the attached resolution for IAC funding participation for acquisition of the Scofield property under the Washington Wildlife and Recreation Program.

Scofield Property - Waterfront Park



Vicinity Map

ASSESSORS INFORMATION:
Parcel No: 0221064039
Acreage: 0.81



**CITY OF GIG HARBOR
RESOLUTION NO. _____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AUTHORIZING APPLICATIONS FOR FUNDING ASSISTANCE FOR A WASHINGTON WILDLIFE AND RECREATION PROGRAM PROJECT TO THE INTERAGENCY COMMITTEE FOR OUTDOOR RECREATION (IAC) AS PROVIDED IN CHAPTER 43.98A RCW.

A resolution authorizing application for funding assistance for a Washington Wildlife and Recreation Program (WWRP) project to the Interagency Committee for Outdoor Recreation (IAC) as provided in Chapter 43.98A RCW, Washington Wildlife and Recreation Program.

WHEREAS, the City Council of the City of Gig Harbor has approved the 1996 Parks, Recreation and Open Space Plan update to the Parks element of the 1994 Gig Harbor Comprehensive Plan that includes the acquisition of Parcel No. 0221064039 for the Scofield Property -- Tidelands Property Acquisition;

WHEREAS, under the provisions of the Washington Wildlife and Recreation Program, state and federal funding assistance is requested to aid in financing the cost of land acquisition; and

WHEREAS, the City of Gig Harbor considers it in the best public interest to complete the acquisition project described in the application;

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

That the Public Works Director is authorized to make formal application to IAC for funding assistance;

That any fund assistance received will be used for implementation of the project referenced above;

That the City of Gig Harbor anticipates its share of project funding will be derived from our application before the Department of Natural Resources ALEA Grant or other grant sources, if the City is unsuccessful in obtaining grant funding sources the City will withdraw the IAC application;

That the City of Gig Harbor will support all non-cash commitments to the local share should they not materialize;

The City of Gig Harbor acknowledges that any property acquired or facility developed with IAC financial aid must be placed in use as an outdoor recreation facility and be retained in such use in perpetuity unless as otherwise provided and agreed to by the City of Gig Harbor, the IAC, and any affected federal agency;

That this resolution will become part of a formal application to IAC; and

That the City of Gig Harbor provided appropriate opportunity for public comment on this application.

RESOLVED by the City Council this ___ day of _____, 2000.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

BY: _____

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



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: MORITZ OUTSIDE UTILITY REQUEST/WATER AND SEWER
DATE: MAY 8, 2000

INFORMATION/BACKGROUND

Mike Paul, the authorized agent for Chris Moritz, is requesting sewer and water for six living units. The plat is on the south side of Vernhardson/96th Street across from City Park, just west of Crescent Valley Street. A single, 23-ft. wide asphalt-concrete paved driveway/private road in a 30-ft. wide private easement (31st Avenue Court Northwest), extending south from Vernhardson Street between the two most northern lots, provides access for each of the four lots in the short plat.

Sanitary sewer and water were extended to the plat between 1992 and 1994. Sanitary sewer was extended approximately 540-linear feet east along Vernhardson Street and another 170 linear feet within the plat to the south end of 31st Avenue Court NW. Presently, one lot in the plat with a duplex unit (Lot 1 in the northeast corner of the plat) is served by the previously constructed improvements.

POLICY CONSIDERTIONS

Ordinance No. 722 provides that one criterion which may be applied in evaluating deviations from the City's Public Works Standards for water and sewer extension requests outside city limits is whether the site relates to streets adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed uses, and that adequate public utilities are available to serve the proposal. *In addition, Pierce County has approved the existing external and private streets serving the plat.*

A utility extension agreement was issued August 30, 1988 to the developer of the Knightsbridge (Clark) Short Plat for 1,400 gallons per day, or approximately six Equivalent Residential Units (ERU's). This agreement expired and only one duplex is currently connected to city utilities.

The City's Public Works Standards specify that private streets serve no more than four residential units. This plat, when fully developed, will serve more than four residential units.

The Public Works Standards also specify that a 24 ft. wide paved roadway with 5.5-ft. wide sidewalk be provided for any roadway serving more than four living units. (20-ft. paved width and 5-ft. sidewalk if four or fewer living units.)

FISCAL CONSIDERATIONS

This request is subject to the outside extension rate of \$2605 per ERU and to the 3/4" water meter connection rate.

RECOMMENDATION

Since water and sewer are already available to the site, since the plat is already approved, and since traffic considerations are consistent with the referenced exception criterion, staff supports the requested utility extension request for 3/4" water service and sewer connection for six living units subject to construction of curb and sidewalk along the parcel frontage on the 31st Street private easement.

Mike Paul Construction, Inc.
2818 69th Ave. Ct. NW
Gig Harbor, WA 98335

February 22, 2000

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

Dear Sir:

This correspondence is to request sewer and water hookup for Lots 2, 3, and 4. The physical address and parcel numbers to the properties are listed below.

Lot 2: 9501-9503 31st Ave. Ct. NW, Parcel #0221056033

Lot 3: 9502-9504 31st Ave. Ct. NW, Parcel #0221056034

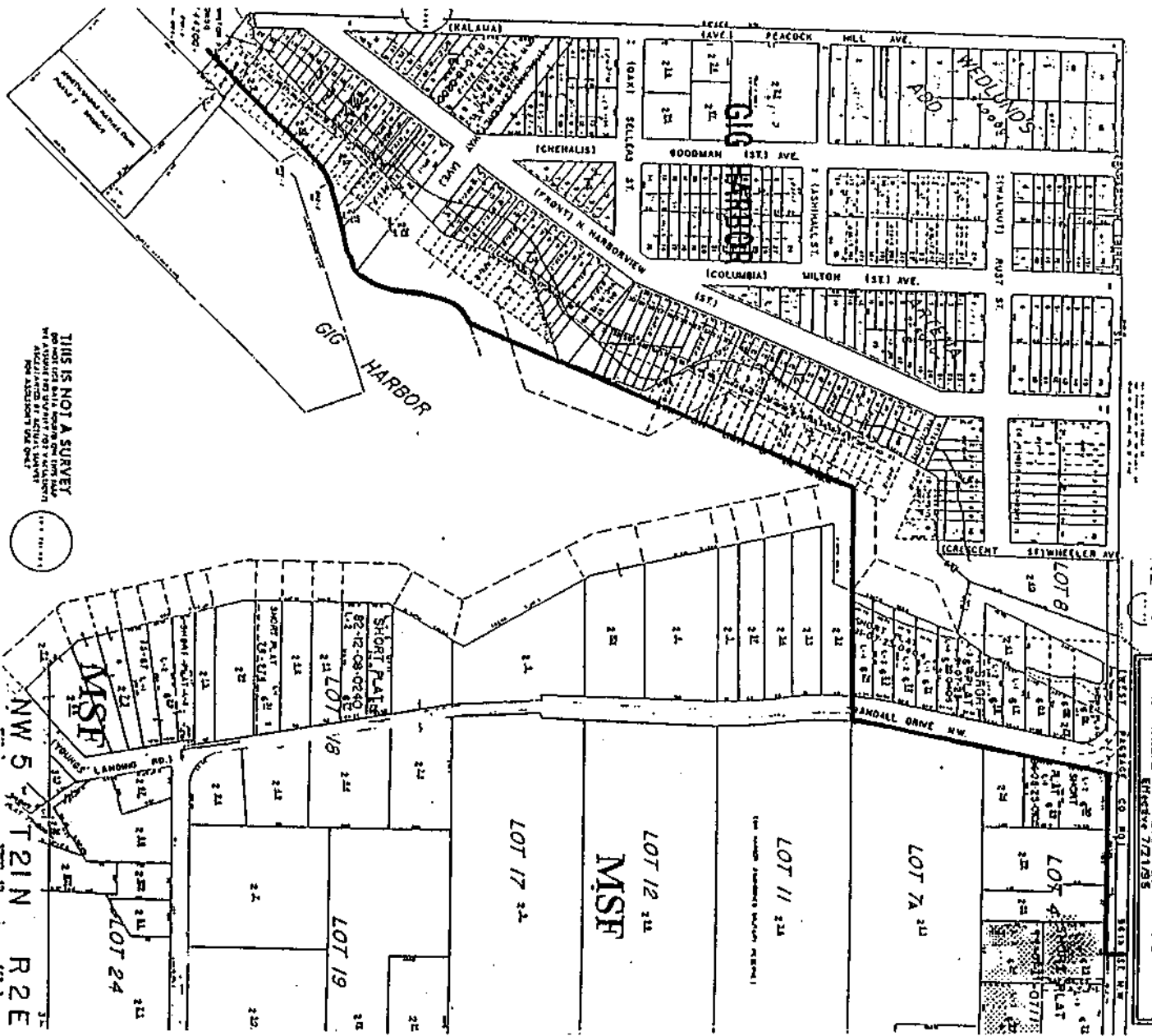
Lot 4: 9514-9516 31st Ave. Ct NW, Parcel #0221056035

Our sewer usage request is 1 ERU per living unit. Along with 1, 3/4" meter hook up per living unit.

Thank you.



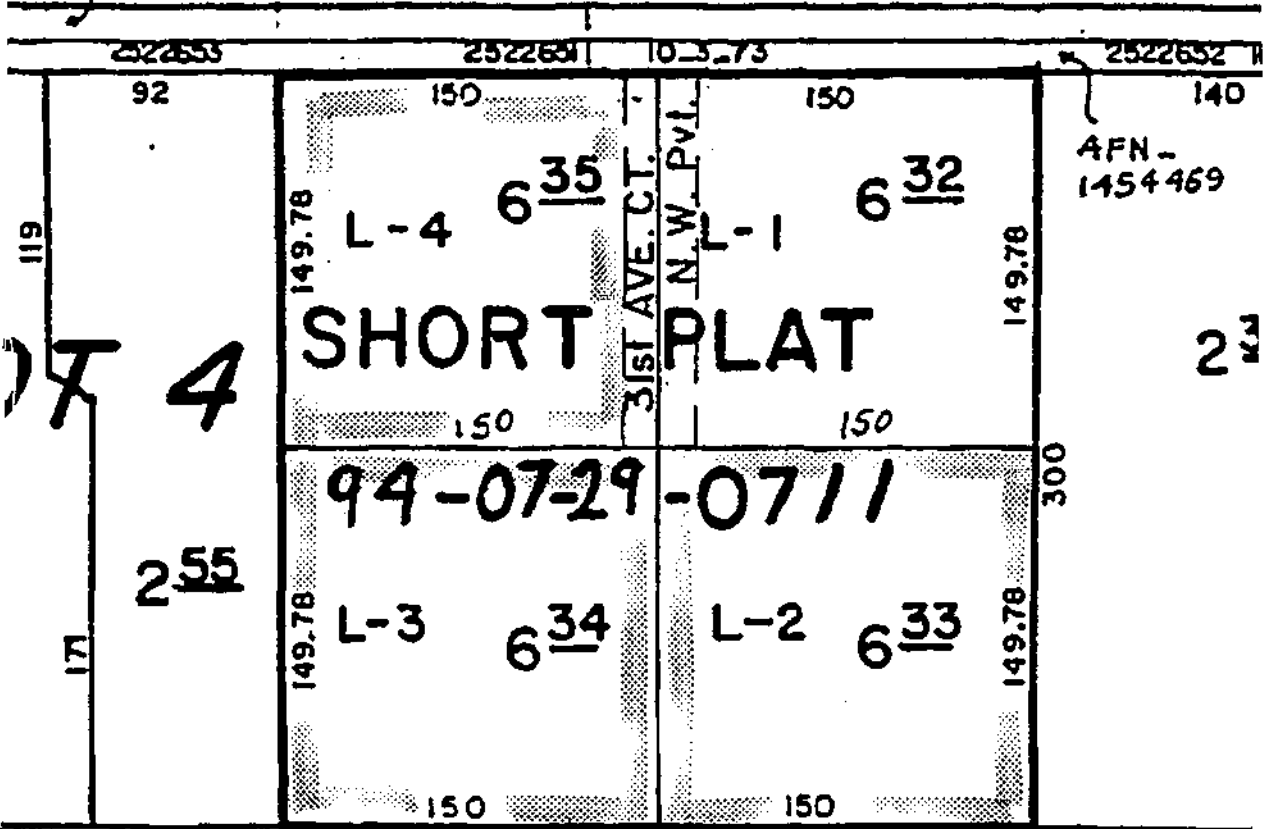
Michael Paul, President



THIS IS NOT A SURVEY
 AND NOT TO BE USED AS SUCH
 FOR ANY PURPOSES OTHER THAN
 AS AUTHORIZED BY ACTUAL SURVEY
 FOR ADEQUATE TITLE ONLY

NW 5 T 21 N R 2 E

Effective 7/21/95



T 7A 2⁶⁵

208.71
2⁵⁹
208.71

WHEN RECORDED RETURN TO:
City of Gig Harbor
City Clerk
3105 Judson Street
Gig Harbor, WA 98335

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

THIS AGREEMENT is entered into on this ___ day of _____, 2000, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and Chris Moritz, 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 lines on 96th Street NW (street or right-of-way) at the following location:

31st Ave. Ct. NW
Lots 2,3,4
As per legal description '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 and Water Capacity Commitments. 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 (6 ERUs) 1386 gallons per day average flow. Capacity rights acquired by the Owner pursuant to this agreement shall not constitute ownership by the Owner of any facilities comprising the City sewerage system. The City agrees to reserve to the Owner this capacity for a period of 36 months ending on May 7, 2002, provided this agreement is signed and payment for sewer and water capacity commitments is received within 45 days after City Council approval of extending sewer and water capacity to the Owner's property. Sewer and water capacity shall not be committed beyond a three year period.

The city also agrees to provide to the Owner water service and reserves to the owner the right to connect service per living unit with a 3/4" meter. These sewer and water capacity rights are allocated only to the Owner's system as herein described; 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. Any addition to this system must first be approved by the City.

5. Capacity Commitment Payment. The Owner agrees to pay the City the sum of \$ 2344.50 for sewer and the sum of \$2169 for water, to reserve the above specified time in accordance with the schedule set forth below.

Commitment period	Percent (%) of Connection Fees
One year	Five percent (5%)
Two years	Ten percent (10%)
-Three years	Fifteen percent (15%)

In no event, however, shall the Owner pay the City less than five hundred dollars (\$500) for commitment for water service capacity and less the 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 commitments shall expire and the Owner shall forfeit one hundred percent (100%) of these capacity commitment payments to cover the City's administrative and related expenses.

In the event the Pierce County Boundary Review Board should not approve extension of the City's 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 and water 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, and by paying the water service payment described in Sections 4 and 5, 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) and by paying the monthly water base charge for the service described in Section 4.

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 for water and for sewer, 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 R-2 zone.
- B. The development or redevelopment of the property shall comply with all requirements of the City Comprehensive Land Use Plan, Zoning Code, Design Review Standards, Building Regulations, and City Public Works Standards for similar zoned development or redevelopment in effect in the City at the time of such development or

redevelopment. The intent of this section is that future annexation of the property to the City of Gig Harbor shall result in a development which does conform to City standards.

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

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

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

96th Street NW Sidewalk LID

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

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

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

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

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

19. Severability. If any provision of this Agreement or its application to any circumstance is held


invalid, the remainder of the Agreement or the application to other circumstances shall not be affected.

DATED this _____ day of _____, 2000.

CITY OF GIG HARBOR

Mayor Gretchen Wilbert

OWNER


Name: Mike Paul Const Inc
Title: President

ATTEST/AUTHENTICATED:

City Clerk, Molly Towslee

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated:

Signature

NOTARY PUBLIC for the State
of Washington, residing at

My commission expires

STATE OF WASHINGTON)
)ss:
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Gretchen A. Wilbert, and Mark E. Hoppen, are 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 and City Administrator 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'

THE EAST 300 FEET OF THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT THE NORTHEAST OF LOT 4 GIG HARBOR ABANDONED MILITARY RESERVE. IN SECTION B, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE W.M.. THENCE WEST 165 FEET TO THE TRUE POINT OF BEGINNING. THENCE WEST 520.3 FEET ALONG NORTH LINE OF SAID LOT 4. THENCE SOUTH 230 FEET ON A LINE PARALLEL WITH EAST BOUNDARY LINE OF SAID LOT 4. THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 4 TO THE WEST BOUNDARY OF LOT 4. THENCE SOUTHWESTERLY TO SOUTHWEST CORNER OF LOT 4. THENCE EAST ON SOUTH BOUNDARY OF LOT 4 TO A POINT 160 FEET WEST OF THE SOUTHEAST CORNER OF LOT 4. THENCE NORTH 330 FEET, MORE OR LESS, ON A LINE PARALLEL WITH THE EAST BOUNDARY OF LOT 4 TO THE TRUE POINT OF BEGINNING.

EXCEPT WEST PASSAGE ROAD, HALL RANDALL REVISION ROAD.

ALSO EXCEPT THAT PORTION LYING WEST OF THE WEST LINE OF HALL RANDALL REVISION ROAD.

TOGETHER WITH A PERPETUAL NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTHWESTERLY 15 FEET OF THAT PORTION OF SAID LOT 4 LYING BETWEEN THE WESTERLY LINE OF THE ABOVE DESCRIBED 300 FEET AND THE EASTERLY LINE OF THE HALL RANDALL REVISION ROAD.

SUBJECT TO PROVISIONS DISCLOSED BY INSTRUMENT #32522651

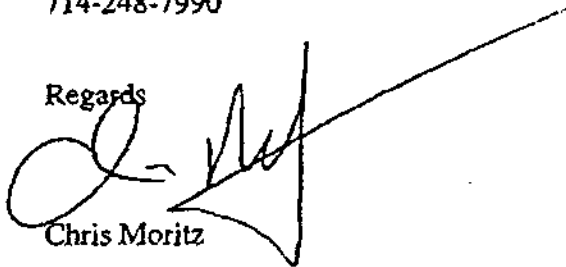
June 21, 1996

Mark Hoppen
City of Gig Harbor
Gig Harbor Washington

Dear Mark,

My contractor asked me to fax this statement to you today regarding my property in Gig Harbor. Mike Paul of Michael Paul Construction is my authorized agent in any and all dealings with the land in question in Gig Harbor. Please allow him to represent me in the matters before you regarding the hookups. If you have any questions please call me at 714-248-7990

Regards

A handwritten signature in black ink, appearing to read "Chris Moritz", written over a diagonal line that extends from the signature area towards the top right of the page.

Chris Moritz

DUPLICATE RECEIPT DUPLICATE RECEIPT

=====

CITY OF GIG HARBOR
3105 JUDSON STREET
GIG HARBOR WA 98335
TEL (253) 851-8136

=====

=====

THE "MARITIME CITY"

=====

REG-RECEIPT:01-0020456 C:Feb 25 2000
CASHIER ID:H 11:45 am A:Feb 25 2000

=====

1060 ADMIN FEE-FILING \$100.00
MIKE PAUL CONST/ADMIN. FILING FEE

=====

TOTAL DUE \$100.00

RECEIVED FROM:
MIKE PAUL CONSTRUCTION INC.

CHECK: \$100.00

=====

TOTAL TENDERED \$100.00

=====

CHANGE DUE \$0.00

=====

=====

HAVE A NICE DAY

=====

DUPLICATE RECEIPT DUPLICATE RECEIPT



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 _____

Applicant Mike Paul Construction Inc., Phone # 253-265-8575
CELL # 549-8697

Mailing Address 2818 69th Ave CT N.W., Gig Harbor 98335

STORM WATER CALCULATION:

Impervious Area (Sq.Ft.)	Calculation	Units

Connection/Service ADDRESS OR LOCATION: 9501 31st Ave CT
Subdivision _____, Lot No. 2
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
<input checked="" type="checkbox"/> 3/4"	1	\$1,305.00	\$1,960.00	\$450.00	\$ 2410.00
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 @ \$ _____	\$
		Commercial/Multi - @ \$ _____	\$
Transportation Impact Fees		Residential @ \$ _____	\$
		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: \$ 2410.00

BASIC SEWER SYSTEM CONNECTION FEE:

Zone A	Zone B, C, D	Other	# Of ERU'S *	Total Fee
\$ 755.00	\$ 1,855.00	\$ 2,605.00	1	\$ 2605.00

12 ggs
duplex

Equivalent Residential Unit Calculation for non-residential service:

Res (1 ERU's per Res) x (1) = 1
 Class of Service Conversion rate for appropriate unit (sq. ft., seats, students, etc.) Number of units Equivalent ERU's

SPECIAL CHARGES:

Check (X)	Type of Fee (1)	Fee
	Encroachment Permit Application & Fee	\$ 50.00
	Sewer Stub Inspection Fee	\$ 125.00
✓	House Stub Inspection Fee (\$25 in city / \$37.50 out)	\$ 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: \$ 2410.00
TOTAL SEWER SYSTEM FEES PAID: \$ 2642.50
GRAND TOTAL FEES PAID WITH THIS APPLICATION: \$ 5,052.50

Application is hereby made by the undersigned property owner or his agent for all water and/or sewer service required or used for any purpose at the above property address for which I agree to pay in advance and in accordance with existing ordinances and regulations of the city. Following estimated charges, the exact charges will be determined and are 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 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, extensions, 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 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. Damage to meters, boxes, and fittings will be repaired by the city's public works department. The cost of such repair work shall be borne by the contractor or the owner of the property.

[Signature] 2/25/00
 Applicant's Signature Date

TO BE COMPLETED BY STAFF ONLY:

Receipt No.	Fees Paid	Date	Received By

REVIEWED BY:

Building Official	P.W. Inspector	P.W. Supervisor	Finance Technician



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 _____

Applicant Mike Paul Construction Inc, Phone # 253-265-5575
CELL 549-8697

Mailing Address 2818 69th Ave CT N.W, Gig Harbor 98335

STORM WATER CALCULATION:

Impervious Area (Sq.Ft.)	Calculation	Units

Connection/Service ADDRESS OR LOCATION: 9503 31st Ave CT

Subdivision _____, Lot No. 2

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
<input checked="" type="checkbox"/> 3/4"	1	\$1,305.00	\$1,960.00	\$450.00	\$ 2410.00
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 @ \$ _____ Commercial/Multi - @ \$ _____		\$
Transportation Impact Fees	Residential @ \$ _____ 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: \$ 2410.00

BASIC SEWER SYSTEM CONNECTION FEE:

Zone A	Zone B, C, D	Other	# Of ERU'S *	Total Fee
\$ 755.00	\$ 1,855.00	\$ 2,605.00	1	\$ 2605.00

Equivalent Residential Unit Calculation for non-residential service:

1/2 of duplex
 Res _____ (1 ERU's per Res) X (1) = 1
 Class of Service Conversion rate for appropriate unit (sq. ft., seats, students, etc.) Number of units Equivalent ERU's

SPECIAL CHARGES:

Check (X)	Type of Fee (1)	Fee
	Encroachment Permit Application & Fee	\$ 50.00
	Sewer Stub Inspection Fee	\$ 125.00
✓	House Stub Inspection Fee (\$25 in city / \$37.50 out)	\$ 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: \$ 2410.00
TOTAL SEWER SYSTEM FEES PAID: \$ 2642.50
GRAND TOTAL FEES PAID WITH THIS APPLICATION: \$ 5,052.50

Application is hereby made by the undersigned property owner or his agent for all water and/or sewer service required or used for any purpose at the above property address for which I agree to pay in advance and in accordance with existing ordinances and regulations of the city. Following estimated charges, the exact charges will be determined and are 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 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, extensions, 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 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. Damage to meters, boxes, and fittings will be repaired by the city's public works department. The cost of such repair work shall be borne by the contractor or the owner of the property.

[Signature] 2/25/00
 Applicant's Signature Date

TO BE COMPLETED BY STAFF ONLY:

Receipt No.	Fees Paid	Date	Received By

REVIEWED BY:

Building Official	P.W. Inspector	P.W. Supervisor	Finance Technician



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 _____

Applicant Mike Paul Construction Inc., Phone # 253-265-8575
CELL 549-8697

Mailing Address 2818 69th Ave CT N.W., Gig Harbor 98335

STORM WATER CALCULATION:

Impervious Area (Sq.Ft.)	Calculation	Units

Connection/Service ADDRESS OR LOCATION: 9502 31st Ave CT
Subdivision _____, Lot No. 3
Date of Hook-Up _____, Meter No. _____, Size _____, Rate _____
Account No. _____, Meter Location _____

WATER SYSTEM HOOK-UP & METER INSTALLATION CHARGES:

Meter Size	Capacity Factor(s)	Hook-Up Fee (Inside City Limits)	Hook-Up Fee (Outside City) (1)	Meter Charge	Total Fees
<input checked="" type="checkbox"/> 3/4"	1	\$1,305.00	\$1,960.00	\$450.00	\$ 2,410.00
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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 @ \$		\$
	Commercial/Multi - @ \$		\$
Transportation Impact Fees	Residential @ \$		\$
	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: \$ 2410.00

BASIC SEWER SYSTEM CONNECTION FEE:

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

12 of 12
Duplex

• **Equivalent Residential Unit Calculation for non-residential service:**
 Res (1 ERU's per Res) x (1) = (1)
Class of Service Conversion rate for appropriate unit (sq. ft., seats, students, etc.) Number of units Equivalent ERU's

SPECIAL CHARGES:

Check (X)	Type of Fee (1)	Fee
	Encroachment Permit Application & Fee	\$ 50.00
	Sewer Stub Inspection Fee	\$ 125.00
✓	House Stub Inspection Fee (\$25 in city / \$37.50 out)	\$ 37.50
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[Signature] 2/25/00
 Applicant's Signature Date

TO BE COMPLETED BY STAFF ONLY:

Receipt No.	Fees Paid	Date	Received By

REVIEWED BY:

Building Official	P.W. Inspector	P.W. Supervisor	Finance Technician



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 831-8136

CITY OF GIG HARBOR - UTILITIES SERVICE APPLICATION

Application No. _____, Parcel No. _____, Date _____

Applicant Mike Paul Construction Inc., Phone # 253-265-8575
CELL 549-8697

Mailing Address 2818 69TH Ave CT N.W., Gig Harbor 98335

STORM WATER CALCULATION:

Impervious Area (Sq.Ft.)	Calculation	Units

Connection/Service ADDRESS OR LOCATION: 9504 31st Ave CT
Subdivision _____, Lot No. 3
Date of Hook-Up _____, Meter No. _____, Size _____, Rate _____
Account No. _____, Meter Location _____

WATER SYSTEM HOOK-UP & METER INSTALLATION CHARGES:

Meter Size	Capacity Factor(s)	Hook-Up Fee (Inside City Limits)	Hook-Up Fee (Outside City) (1)	Meter Charge	Total Fees
<input checked="" type="checkbox"/> 3/4"	1	\$1,305.00	\$1,960.00	\$450.00	\$ 2,410.00
<input type="checkbox"/> 1"	1.67	\$2,175.00	\$3,260.00	\$555.00	\$
<input type="checkbox"/> 1-1/2"	3.33	\$4,350.00	\$6,525.00	(2) \$1,130.00	\$
<input type="checkbox"/> 2"	5.33	\$6,960.00	\$10,440.00	(2) \$1,260.00	\$
<input type="checkbox"/> 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 @ \$		\$
	Commercial/Multi - @ \$		\$
Transportation Impact Fees	Residential @ \$		\$
	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: \$ 2410.00

BASIC SEWER SYSTEM CONNECTION FEE:

Zone A	Zone B, C, D	Other	# Of ERU'S *	Total Fee
\$ 755.00	\$ 1,855.00	\$ 2,605.00	1	\$ 2605.00

1/2 of Duplex • Equivalent Residential Unit Calculation for non-residential service:
Res (1 ERU's per Res) X (1) = 1
 Class of Service Conversion rate for appropriate unit (sq. ft., seats, students, etc.) Number of units Equivalent ERU's

SPECIAL CHARGES:

Check (X)	Type of Fee (1)	Fee
	Encroachment Permit Application & Fee	\$ 50.00
	Sewer Stub Inspection Fee	\$ 125.00
✓	House Stub Inspection Fee (\$25 in city / \$37.50 out)	\$ 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: \$ 2410.00
TOTAL SEWER SYSTEM FEES PAID: \$ 2642.50
GRAND TOTAL FEES PAID WITH THIS APPLICATION: \$ 5,052.50

Application is hereby made by the undersigned property owner or his agent for all water and/or sewer service required or used for any purpose at the above property address for which I agree to pay in advance and in accordance with existing ordinances and regulations of the city. Following estimated charges, the exact charges will be determined and are 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 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, extensions, 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 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. Damage to meters, boxes, and fittings will be repaired by the city's public works department. The cost of such repair work shall be borne by the contractor or the owner of the property.

[Signature] 2/25/00
 Applicant's Signature Date

TO BE COMPLETED BY STAFF ONLY:

Receipt No.	Fees Paid	Date	Received By

REVIEWED BY:

Building Official	P.W. Inspector	P.W. Supervisor	Finance Technician



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 _____

Applicant Mike Paul Construction Inc, Phone # 253-265-8575
cell 549-8697

Mailing Address 2818 69th Ave CT N.W, Gig Harbor 98335

STORM WATER CALCULATION:

Impervious Area (Sq.Ft.)	Calculation	Units

Connection/Service ADDRESS OR LOCATION: 9514 31st Ave CT

Subdivision _____, Lot No. 4

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
<input checked="" type="checkbox"/>	3/4"	1	\$1,305.00	\$1,960.00	\$450.00	\$ 2410.00
<input type="checkbox"/>	1"	1.67	\$2,175.00	\$3,260.00	\$555.00	\$
<input type="checkbox"/>	1-1/2"	3.33	\$4,350.00	\$6,525.00	(2) \$1,130.00	\$
<input type="checkbox"/>	2"	5.33	\$6,960.00	\$10,440.00	(2) \$1,260.00	\$
<input type="checkbox"/>	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 @ \$	\$
		Commercial/Multi - @ \$	\$
Transportation Impact Fees		Residential @ \$	\$
		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: \$ 2410.00

BASIC SEWER SYSTEM CONNECTION FEE:

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

1/2 of Duplet
Res (1 ERU's per Res) X (1) = 1
 Class of Service Conversion rate for appropriate unit (sq. ft., seats, students, etc.) Number of units Equivalent ERU's

SPECIAL CHARGES:

Check (X)	Type of Fee (1)	Fee
	Encroachment Permit Application & Fee	\$ 50.00
	Sewer Stub Inspection Fee	\$ 125.00
✓	House Stub Inspection Fee (\$25 in city / \$37.50 out)	\$ 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: \$ 2410.00
TOTAL SEWER SYSTEM FEES PAID: \$ 2642.50
GRAND TOTAL FEES PAID WITH THIS APPLICATION: \$ 5,052.50

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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, extensions, 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 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. Damage to meters, boxes, and fittings will be repaired by the city's public works department. The cost of such repair work shall be borne by the contractor or the owner of the property.

[Signature] 2/25/00
 Applicant's Signature Date

TO BE COMPLETED BY STAFF ONLY:

Receipt No.	Fees Paid	Date	Received By

REVIEWED BY:

Building Official	P.W. Inspector	P.W. Supervisor	Finance Technician



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 _____

Applicant Mike Paul Construction Inc., Phone # 253-265-5575
Cell 549-8647

Mailing Address 2818 19th Ave Ct N.W., Gig Harbor 98335

STORM WATER CALCULATION:

Impervious Area (Sq. Ft.)	Calculation	Units

Connection/Service ADDRESS OR LOCATION: 9516 31st Ave Ct
Subdivision _____, Lot No. 4
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
<input checked="" type="checkbox"/>	3/4"	1	\$1,305.00	\$1,960.00	\$450.00	\$ 2,410.00
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Street Boring (2)	\$ 10.00 / Foot		\$
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Park Impact Fees	Residential @ \$ _____)		\$
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(2) Time & Material Plus 10% (3) Negotiable

TOTAL WATER, IMPACT AND OTHER CHARGES: \$ 2,410.00

BASIC SEWER SYSTEM CONNECTION FEE:

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

1/2 of duplex

Equivalent Residential Unit Calculation for non-residential service:

Res 1 ERU's pgr *Res* 1 = 1
 Class of Service Conversion rate for appropriate unit (sq. ft., seats, students, etc.) Number of units Equivalent ERU's

SPECIAL CHARGES:

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✓	House Stub Inspection Fee (\$25 in city, <u>\$37.50 out</u>)	\$ 37.50
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TOTAL SEWER SYSTEM FEES PAID: \$ 2642.50

GRAND TOTAL FEES PAID WITH THIS APPLICATION: \$ 5,052.50

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[Signature] 2/25/00
 Applicant's Signature Date

TO BE COMPLETED BY STAFF ONLY:

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REVIEWED BY:

Building Official	P.W. Inspector	P.W. Supervisor	Finance Technician

MAYOR'S REPORT May 8, 2000

A shining ray of Gig Harbor cultural heritage reflected upon us all with the passing of Ruth Rose Ryan, the 94-year-old *first* First Lady of the incorporated Town of Gig Harbor. The widow of Gig Harbor's first Mayor, Dr. Harold Ryan, was also an Erickson. Ruth was the sister of Eric Erickson; a co-founder of the Austin Erickson Log Home Construction Company established in 1946 and located at what is now called Borgen's Corner. George Borgen bought the business property in 1968 to establish the Borgen & Johnson Lumber and Hardware Store.

Another shining ray of that same Gig Harbor cultural heritage came to light again when the city, who purchased the Borgen Property for a park, removed the display area doors from the Borgen Building to shed light upon the original log façade of the Austin Erickson Office Building. This wall was hidden for over 20 years behind those doors.

The focus of park planning at the Borgen Austin Erickson site, as determined by the Ad Hoc Committee along with comments from the public, will fall into three categories. The first is Donkey Creek salmon habitat education and action. The second is restoring the open space to its natural state. The third category will be the public activity as will be allowed within this environmentally sensitive area so near the creek.

Bid specifications are being written for the dismantling and removal of all structures on the park site except the façade of the Austin Erickson Building. An effort will be made to incorporate the salvageable logs located in the front wall into a public space structure design resembling the existing façade for the purpose of providing public restrooms, an area to display the collection of photos of existing homes in the area utilizing this innovative vertical log construction, and to provide a location for an environmental education resource library dedicated to the science and regulations of Donkey Creek habitat restoration and salmon recovery. A breezeway through the structure could lead to a wildlife overview deck and interpretive center. An architectural rendering will be forthcoming.

As decades of dust are washed away from the original windows in the façade of the old structure, inspections will continue to analyze the best way to retain this piece of our "cultural heritage of the heart."

The Austin family literally established the "homestead" community at Borgen's Corner. Three family homes still stand side by side. We know them today as LeBistro, JT's Barbeque, and The Christmas Shop. The Beach Basket was home to the log mill. The blue log seafood store across the street, now vacant, was built as a gift by the Austin family to the local garden club.

Maybe it is time to think about the pros and cons of establishing an historic district. There are many things to consider when doing this, such as the advantages and disadvantages to a property owner, how old does the structure have to be, what other criteria must be met, and whether there are any areas in the city that would qualify.

Next time you round the corner of Harborview and North Harborview Drive, glance toward the Borgen Building and enjoy the shining ray of history reflected in what you see. Watch the progress from the sidelines during the months to come. Watch for the sidewalk sale and auction of the last of Borgen boards and shelves. Watch the new park take shape.

**Peninsula Neighborhood Association**

P.O. Box 507, Gig Harbor, WA 98335 (206) 858-3100

May 10, 2000

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

RE: BORGEN BUILDING

Dear Council Members:

The Peninsula Neighborhood Association urges the City Council to preserve the current Borgen building rather than destroy it.

This building reminds us of the history, energy and contribution the Borgen enterprise made to the people of the Gig Harbor area. As such it gives us a sense of who we are as residents of this community. As Ken Burns, the TV film maker of Civil War, said – history is not about who we were; it is about who we are.

Maintaining the old buildings and sites in the Gig Harbor area gives us a sense of our roots and speaks to the struggles and heritage that is part of us, even though for many in a vicarious way. It helps us maintain a sense of community and personal identity and affiliation. This alleviates the sense of rootlessness and anomie that is so prevalent in America today. Imagine what Rome would be today if Urban Renewal had tom down all buildings built prior to 1900!

PNA is dedicated to preserving the quality of our life in the Gig Harbor community. Maintaining historic sites and buildings is an important way to give us a sense of what we belong to and the quality of life that represent. The Borgen building is part of that ensemble of historic sites that should be preserved.

Sincerely,

Bill Nerin
PNA Vice President





Peninsula Neighborhood Association
P.O. Box 507, Gig Harbor, WA 98335 (206) 858-3400

May 8, 2000

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

RE: SCOFIELD PROPERTY – WATERFRONT PARK

Dear Council Members:

The Peninsula Neighborhood Association (PNA) commends the City Council on your efforts to obtain the Scofield Tidelands Property as a proposed historical and cultural site.

This property is located in an environmentally sensitive area and should not be developed. It will be protected by your efforts of utilizing the property with a trail, viewpoint, interpretive shelter and access for kayak and canoe access.

This site is particularly important estuarine habitat, which provides tideland and shoreline habitat for fish and wildlife. Our estuaries have been destroyed at an amazing rate and will be saved through restoration and conservation.

When combined with the Donkey Creek restoration project, the restoration of these tidelands at the stream's headwaters, will add even more benefit for salmonids. In this new era of Endangered Species Act (ESA) concerns, it is imperative that fish habitat be protected.

Again, we commend your efforts on this very important issue.

Sincerely,

Marian Berejikian
Technical Director



5-8-00

To Whom It May Concern,

My name is Marilyn Tagert, my business location is 4021 Harborview Dr. Gig Harbor. This letter will concern the property next to my store. Let me first state, that it is a beautiful piece of land, and one that is frequently used by the community. It is undeveloped, and I feel should remain so. It is one of the rare sites in Gig Harbor that the public can actually walk to the waters edge. Everyday people with dogs walk this property. They keep it clean, and are constantly telling me how much they enjoy this area. It is also a spot where locals and tourists alike walk to the end of the land and simply sit for a time to enjoy the view. I have spoken to quite a few residents in the area who have expressed a desire for the city to purchase this property and keep it as it is now.

As a Key Peninsula Park Commissioner, I am very aware of the value of park property. This piece of land that is used on a daily basis, and never abused; should be preserved. It would be a crime to see anything built on this location. I had a board meeting tonight, otherwise I would have been with you for this discussion. But, in the future please know I will be available to do whatever I can to help keep this property available to the community.

Respectfully,



Marilyn S. Tagert
4021 Harborview Dr
Gig Harbor, Wa 98335

253-857-3660

Trustees

Don McCarty, President
Harry Dearth, Vice-President
John Holmaas, Secretary
Carol Gorman, Treasurer
Steve Brown

Patricia Kelley
Steve Ekberg
Jack Bujacich
Joe Hoots
Don Sehmel
Shirley Tomasi
Carolyn Milgard



4218 Harborview Drive
PO Box 744
Gig Harbor, Washington 98335-0744

Phone (253) 858-6722
Fax (253) 853-4211
E-mail ghphs@harbornet.com

May 8, 2000

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

Dear City Council Members,

I am writing to express my support for the City of Gig Harbor's effort to acquire the tidflats area at the northwest corner of the harbor. I support the plan to submit a grant application for partial funding of the purchase. I endorse the plan to protect the juvenile salmon rearing area around the tidflats and to provide an opportunity for the public to view the salmon activity.

The project has great public benefit when viewed in connection to other city and society projects. Visitors and residents will be able to walk from the interpretive displays on commercial fishing at the historical society's heritage center, through a new city park at "Borgen's Corner" to see the salmon restoration efforts along Donkey Creek, and reach the tidflats area to observe the juvenile salmon. The three sites provide a wonderful opportunity to see and experience the connections between our past and future.

Sincerely,

Chris Fiala Erlich
Executive Director