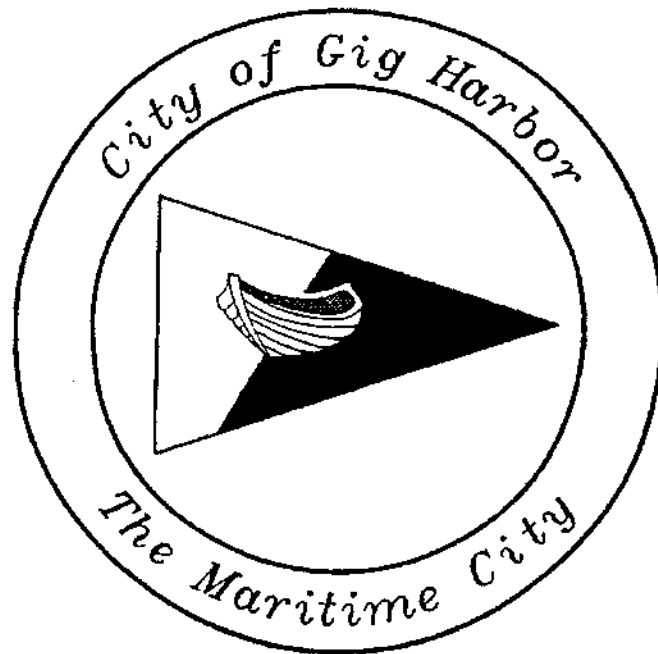


# **Gig Harbor City Council Meeting**



**June 26, 2000  
7:00 p.m.**

**AGENDA FOR GIG HARBOR CITY COUNCIL MEETING**  
**June 26, 2000 - 7:00 p.m.**

**CALL TO ORDER:**

**SPECIAL PRESENTATION:** Recognition of Gig Harbor Police Officer.

**CONSENT AGENDA:**

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

1. Approval of the Minutes of City Council Meetings of June 12th and June 19th, 2000.
2. Correspondence / Proclamations:
  - a) Thank you letters: Evergreen Lutheran / Windermere.
  - b) Skatepark letter: Ryan DeMarcus
  - c) Transit funding: Pierce Transit
  - d) Salmon recovery: Debora Hyde, Pierce County
3. Short Term Agreement with the Port of Bremerton
4. Downtown Design Visualization Consultant Services Contract.
5. Right-of-Way Dedication Agreement Amendment - Olympic Property Group and Logan International Corporation
6. Purchase Authorization - Skid Steer Loader.
7. Liquor License Renewals: Harbor Humidor Puerto Vallarta Restaurant  
Round Table Pizza
8. Approval of Payment of Bills for June 26, 2000:  
Checks #30152 through #30240 for \$91,744.97

**OLD BUSINESS:**

1. Economic Analysis Scope of Work - Proposed Narrows Bridge/SR-16 project.
2. Second Reading of Ordinance - Wollochet Harbor Sewer District Franchise Agreement.
3. Second Reading of Ordinance - Revisions to Concurrency Ordinance.
4. First Reading of Ordinance - Adopting Findings and Facts for the Continued Moratorium on PUDs & PRDs.

**NEW BUSINESS:**

1. Contract Authorization - Well No. 3 Pump Replacement Project.
2. Resolution - Authorizing ALEA Grant Funding for Scofield Property.

**PUBLIC COMMENT/DISCUSSION:**

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

**STAFF REPORTS:**

GHPD - May Statistics.

**ANNOUNCEMENT OF OTHER MEETINGS:**

**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.

**ADJOURN:**

DRAFT

GIG HARBOR CITY COUNCIL MEETING OF JUNE 12, 2000

**PRESENT:** Councilmembers Ekberg, Young, Owel, Dick, Picinich, Ruffo and Mayor Wilbert. Councilmember Robinson was absent.

**CALL TO ORDER:** 7:05 p.m.

**PUBLIC HEARING:** Moratorium on PUDs/PRDs.

Mayor Wilbert opened the public hearing and explained that the Councilmembers had received a letter from Master Builders Association, the Peninsula Neighborhood Association, and from the Chamber of Commerce regarding this issue.

Patricia Iolavera, Interim Planning Director, gave an overview of the issues surrounding the moratorium. She utilized an overhead to illustrate all the PUD techniques utilized in Gig Harbor and explained that the two that were being considered in the moratorium were the floating zone PUDs, 17.89 Planned Residential Development and 17.90 Planned Unit Development. She explained that the rest of the techniques on the list are fixed zone PUDs assigned to specific geographic locations throughout the city, to allow more diversity and flexibility in development. She said that the Planning Department has concerns with the vagueness of detail in the floating PUDs, and the fact that the implementation is at the discretion of the Planning Director to work out with the developer, which sometimes places the Department in an awkward position. She said that these PUDs and PRDs were rezones, and that they should be legislatively addressed. She said you cannot have a rezone without showing that there has been a change to the underlying zoning or the conditions that were present when the original zoning and comp plan came into being. She said that if this cannot be proven, a rezone is not allowed. She added that what was needed in these two zones is clarity on how to administer these tools in a better way so as not to be mistaken for "back-room dealings."

Marion Berejikian - 11307 38<sup>th</sup> Ave. Ct. NW. Ms. Berejikian, Peninsula Neighborhood Association, thanked Council for imposing the moratorium on PUDs and realizing that there are problems. She said that she had been in contact with the Planning staff on how the regulations could be improved. She requested that the moratorium remain in place for the full six months.

Nicholas Natiello - 5812 Hunt Street. Mr. Natiello said that he was in support of the moratorium. He said that the chapters adopting the PUD/PRD in 1990 were out of compliance with state law. He said that the majority of PUDs were reviewed administratively and appear to be unfair, as the determinations are based upon interpretation and judgment by staff rather than on articulated codes. He said that the public perception is that the developers appear to be using the PUD process as a device to maximize profit at the expense of the environment. He said land use decision should be done legislatively rather than by quasi-judicial appeals, litigation and attorneys.

Tiffany Spear, Master Builders Association. Ms. Spear reminded Council that the Planned Unit Development idea is encouraged under the Growth Management Act and considered to be a good thing. She said that the Master Builders Association is opposed to any moratorium and said that if it were enacted, she hoped that it would not extend past the six-month period.

John Mayer - 7512 Stanich Avenue, Suite 6. Mr. Mayer, Peninsula Neighborhood Association, thanked Council for taking the time to consider this issue and spoke in favor of the moratorium for a six-month period to allow for a thorough study of the concerns. He encouraged Council to check with other cities to see how this issue had been handled and to find a good solution.

Linda Gair - 9301 North Harborview Drive. Ms. Gair said that she applauded the Council's decision to call a moratorium on PUDs and PRDs. She said that when she lived on the west side, and had her residence annexed into the city limits, she thought the city's ordinance would protect that area from over-development. She said that the PUD/PRD code should be rewritten and clearly defined or eliminated altogether. She said that a time period of six-months, with no extension, should allow for adequate review.

Jeff Backhurt - Director of the Tacoma-Pierce County Association of Realtors. Mr. Backhurt said that the Association has concerns about the need for a moratorium. He asked if there was some crisis requiring this action.

Jim Franich - 3702 Harborview Drive. Mr. Franich said that the Mayor and City Council have done a good job of recognizing and preserving the uniqueness of this area so far. He said that the problem with the PUDs is that ambiguity leads to implementation variations based on the judgement of staff. He said that effective control of the city's growth has to have clear guidelines that are representative of the citizens involved. He said that these guidelines should come from a legislative process, not an administrative one. He said that you also need to consider the rights of adjoining neighbors and their property values. He asked Council to continue the moratorium in order to assess these concerns.

Ms. Iolavera explained that she had included a work plan in her memo, which recommended that the process to review and make recommendations to Council would be completed by September 25<sup>th</sup>. She answered questions about the schedule.

Richard Yasger, Past-President of PNA. Mr. Yasger said that developers and the real estate industry fought the Growth Management Act and that whenever there is a change in policy, there is a rush to capture a gain. He said that communities grow organically if they want to be around for the long-term and to provide a quality of life that people can count on. He said that the best thing to do is to enact the moratorium and take the time to review this matter in a thoughtful way.

The Mayor closed the Public Hearing at 7:35 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 May 22, 2000.

2. Correspondence / Proclamations:
  - a) Regional Funding Campaign - Zoo, Trek, Parks.
  - b) Proclamation - Hire A Veteran Month.
3. Change Order #6 - Rosedale Street Improvement Project.
4. Temporary Right-of-Way Dedication Agreements - Kimball Drive Improvement Project.
5. Approval of Payment of Bills for June 12, 2000 in the amount of \$573,428.44.
6. Approval of Payroll for the month of May in the amount of \$283,143.13.

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

**OLD BUSINESS:**

1. Moratorium on PUDs/PRDs. Carol Morris, Legal Counsel, explained that at the time the Comprehensive Plan was adopted, there was no consideration of the effect of the PUD or PRD ordinances on specific areas in the city, meaning that density designations were adopted without consideration that the PUD or PRD process could be used to vary the density in any zone. She continued to say that the city's PUD/PRD ordinance lacks the criteria requiring the demonstration of a significant change of circumstances allowing for a rezone. She read from recent court cases demonstrating the necessity to show these significant changes before allowing a PUD or PRD. She added that the courts would be much tougher on claims that one property owner was treated differently than another.

There was discussion on whether or not to keep the moratorium in place. Councilmembers Picinich and Ekberg spoke in favor of keeping the moratorium in place, while moving forward quickly with a thorough study of the issues, allowing increased public input. Councilmember Young said that the Growth Management Act encourages PUDs and PRDs to combat sprawl. He said that he was opposed to eliminating this portion of the code, but admitted that the code had flaws. He suggested that any action be limited to fixing the code within the six-month timeline. Staff answered questions about the issues and there was continued discussion on the work schedule and the amount of public hearings necessary for the Planning Commission to make a decision.

**MOTION:** Move we uphold the staff recommendation for a six-month moratorium and remand Chapters 17.89 and 17.90 to the Planning Commission to determine whether they should be retained as is, modified as needed, or stricken from the GHMC, and to accept the proposed work plan for the PUD/PRD review, amending Section 8 to include public input at the August 3<sup>rd</sup> meeting and a recommendation come back before Council by September 25<sup>th</sup>.  
Picinich/Ekberg - Councilmembers Ekberg, Owel, Picinich, Dick and Ruffo voted in favor. Councilmember Young voted against the motion.

**NEW BUSINESS:**

1. Indigent Defense Services. Mark Hoppen presented this agreement authorizing payment to Pierce County for indigent defense service for the year 2000. He explained that the agreement reflects a 3.2% cost of living adjustment. Councilmember Dick recused himself from voting as an employee of Pierce County.

**MOTION:** Move to approve the agreement with Pierce County for indigent defense services for the year 2000.  
Picinich/Ruffo - unanimously approved.

2. Re-appointment of Paul Kadzik to the Planning Commission. Mayor Wilbert presented this request for a motion to re-appoint Dr. Kadzik for another six-year term on the Planning Commission.

**MOTION:** Move to re-appoint Dr. Paul Kadzik to serve another six years on the Gig Harbor Planning Commission.  
Ruffo/Owel - unanimously approved.

3. First Reading of Ordinance - Wollochet Harbor Sewer District Franchise Agreement. Mark Hoppen explained that this was the first reading of an ordinance approving a franchise agreement with Wollochet Harbor Sewer District authorizing the relationship between the sewer district and the city for that portion of the line that falls within city limits. This will return for a second reading at the next meeting.

4. First Reading of Ordinance - Revisions to Concurrency Ordinance. Mark Hoppen explained that this was a housekeeping ordinance to help correct typographical errors in the ordinance. This will return for a second reading at the next meeting.

5. Hearing Examiner Pro Tem Services Contract. Patricia Iolavera presented this contract for a pro tem Hearing Examiner for site plan review for the Gig Harbor North Development Project, due to a conflict of interest with the current Hearing Examiner.

**MOTION:** Move to approve the contract for the Hearing Examiner Pro Tem, with Thomas R. Bjorgen, to provide services at the rate of One hundred twenty-five (\$125.00) dollars per hour, plus associated expenses as detailed in the attached contract.  
Dick/Young - unanimously approved.

6. Resolution - Adopting Findings and Facts - CUP, Poseidon's Delicatessen. Patricia Iolavera passed out a corrected copy of the resolution and explained that this resolution supports the Council's decision denying the appeal of the Hearing Examiner's decision to approve the Conditional Use Permit for Poseidon's Delicatessen.

**MOTION:** Move to adopt Resolution No. 554 as presented.  
Dick/Ruffo - unanimously approved.

7. Downtown Design Visualization Proposal. Mark Hoppen explained that an activity characterized as "Forward Together" had requested \$3,500 to secure the services of Tom Beckwith of the Beckwith Consulting Group to provide a conclusion to research conducted on the downtown business zone and waterfront commercial zone to find potential alternatives for the development of these areas. He introduced Mr. Walt Smith, who had coordinated the activity.

Walt Smith - 11302 Burnham Drive. Mr. Smith explained that the organization wished to continue the services of Mr. Beckwith to formulate a professional plan to be presented to the Planning Commission. He gave an overview of the efforts to date and answered questions.

**MOTION:** Move to approve the contract for a scope of services as presented for the Forward Together activity with Tom Beckwith in the amount of \$3,500. Picinich/Ruffo - unanimously approved.

**PUBLIC COMMENT/DISCUSSION:**

John Holmaas. Mr. Holmaas, on behalf of the Historical Society, explained that due to the change in the scope of their new facility, and the fact the property is in a height overlay zone, they would like to be allowed to work on a plan allowing them to build their project in the current R-1 zone. He explained that it was important to the upcoming grant-writing efforts. He invited Chris Erlich, Executive Director of the Historical Society, to speak.

Ms. Erlich explained that their group needed to find a solution before asking for funding, and asked for Council's support in their effort. She explained that Carl Halsen of Halsen & Frey, had been working on the project.

Carl Halsen explained that he had not been able to find a tool in the city's code to allow the project to be built on the property, and asked for Council's support. Councilmember Ekberg said that the organization had done a terrific job of raising funds for this project, and suggested that Council give direction to staff to work toward a permanent solution. Carol Morris explained that she and Ms. Iolavera had discussed the issue and that a proposal would be going before the Planning Commission.

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

Mayor Wilbert reported that Jeremy Rubin, who recently had given a presentation to Council about the Boys and Girls Club of Tacoma, had just won the Western Jurisdiction Speech Contest, and is on his way to Washington D.C. for the finals. She added that the show on Gig Harbor, "Our Hometown" would be playing on Channel 29 during the entire month. She explained that a tape of the show would be available in the conference room for viewing. She then reported that she was in contact with representatives from Puget Sound Energy, who had shown an interest in a prototype natural gas funded water taxi and townaround bus. She then invited all

Councilmembers and members of the audience to the dedication ceremony for the new Skate Park on Friday at 4:00 p.m.

Councilmember Ekberg complimented the Public Works Department crew for coming out in the middle of the night to make repairs to the water tank on Grandview the night before the Maritime Gig. He said that this effort deserves a letter of recognition from the Mayor and Council. Mayor Wilbert said that another incident occurred on Sunday morning to the pump at Jerisich Park, and that employees Gerry Erb and Greg Foote worked in conjunction to repair it in a timely manner.

Councilmember Dick said that he wished to report that the folks in the vicinity of the Wastewater Treatment Plant are very appreciative of the improvements that have been made to reduce the odor problems. He complimented the people in the area who were patient during efforts to improve the system.

**STAFF REPORTS:** None.

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Special Council Meeting - Narrow Bridge. Monday, June 19, 2000 at 6:00 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).

**MOTION:** Move to adjourn to Executive Session at 8:42 p.m. for approximately 30 minutes for the purpose of discussing pending litigation.  
Picinich/Young - unanimously approved.

**MOTION:** Move to return to regular session at 9:12 p.m.  
Owel/Ruffo - unanimously approved.

**ADJOURN:**

**MOTION:** Move to adjourn at 9:12 p.m.  
Ruffo/Owel - unanimously approved.

Cassette recorder utilized.  
Tape 576 Side A 185 - end.  
Tape 576 Side B 000 - end.  
Tape 577 Side A 000 - end.  
Tape 577 Side B 000 - 235.

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Mayor

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City Clerk



**DRAFT**

**GIG HARBOR SPECIAL CITY COUNCIL MEETING OF JUNE 19, 2000**

**PRESENT:** Councilmembers Ekberg, Young, Robinson, Owel, and Ruffo. Councilmember Picinich acted as Mayor Pro Tem in Mayor Wilbert's absence. Councilmember Dick came later in the meeting.

**CALL TO ORDER:** 6:05 p.m

**OLD BUSINESS:**

1. Economic Impacts of the Proposed Narrows Bridge project. Mayor Pro Tem Picinich read a prepared memo from Mayor Gretchen Wilbert explaining that she could not be present at the meeting, but wished to make her opinion known. Her memo stated that she believed that the time was right for the voice of the City of Gig Harbor to be heard, and that the elected officials owe it to their citizens and neighbors to do whatever possible. She stated that it is unbelievable to continue to anticipate spending \$700 million plus for a bridge that not only won't solve the problems, but also will create more congestion at both ends. She offered to carry any message that the Council may formulate to wherever it may need to go and concluded that an appeal of the FEIS might be one method to approach the issue.

Mark Hoppen, City Administrator, provided a summary presentation of the SR-16 FEIS. He described specific environmental impacts and related mitigations as articulated in the FEIS. He concluded the presentation with estimated costs of an appeal. He said that the wide range reflects the inability to estimate what would actually be involved and added that the city attorney would not be available for a NEPA appeal due to time constraints.

Matthew Warren - 5911 Reid Drive. Mr. Warren talked about the social/economic impacts of the tolls. He said that nowhere within the Executive Summary being distributed could you find what the actually toll would be, making an economic impact analysis impractical. He said the report should include what the toll is going to be; the impact on sales tax; and impact on property values and taxes. He said that this bridge would not solve the congestion problem or improve the air quality. He concluded to say that there has to be a limit on how high the toll can be, and that alone is the basis for an appeal.

Karen Biskey - 4113 35<sup>th</sup> Avenue NW. Ms. Biskey said that what would be gained from an appeal is a better idea of the economic impact on the citizens of Gig Harbor. She talked about the most recent financial statement estimates, which do not include the cost and maintenance of the existing bridge. She said that the commercial toll rate is equal to 2.5 times the passenger toll rate, affecting the cost of goods and services here. She stressed that more subsidy was needed on this bridge and the only way to achieve this is to take the issue to court. She said that the letter from attorney, Dave Brickland, gave an idea of some pretty good grounds for an appeal and added that although there are no guarantees, it is the right thing to do.

Richard McDonald - 15112 Star Place SE, Olalla. Mr. McDonald said that due to the tolls, it would be hard to sell a school bond issue, which would hurt property taxes in the long run. He

said that the whole populous was depending upon the City Council to do something, and urged the Council to push forward.

Joan McDonald - 15112 Star Place SE, Olalla. Ms. McDonald talked about other appeal efforts that had been successful. She said that the FEIS was incomplete in the area of economic impacts and said that the Council should appeal the FEIS.

Michael Biskey - 4113 35<sup>th</sup> Ave NW. Mr. Biskey talked about the surplus revenue funds mentioned in the Executive Summary Financial Plan. He talked about the social / economic impact on the area Senior Citizens, which make up an average of 50% of the voters in Gig Harbor.

Hank Searles - 4435 Holly Lane. Mr. Searles talked about the increase in the original cost that had been voted upon. He talked about the computation of how much it would cost the average resident over the next 35 years using a \$5 toll average. He said that this project has been coming for over five years, wanted to know why the City Council had not done anything about it. He urged everyone to attend the June 29<sup>th</sup> meeting on the tax-free bonds being held at the Goodman Middle School from 4pm to 8 pm and to voice their opinion.

Judy Olsen - 4417 69<sup>th</sup> St. Ct. Ms. Olsen urged the Council to appeal the FEIS. She said that as a homeowner and mother, she wanted to know how this project would affect her property value and the schools. She added that a study needed to be done to determine what the effect of the tolls would be on the community and services. She talked about the effects on tourism. She added that she knew it would cost the city a lot of money, but the long-term impacts needed to be considered and that it was up to the City Council to stand up and ask that a proper social / economic study be done.

Michael Murphy - 11030 56<sup>th</sup> St. NW. Mr. Murphy talked about attending the Transportation meeting where area representatives Pat Lantz, and Randy Boss, in addition to himself, were not allowed to speak. He called the process one-sided and urged caution in considering any reports coming forth. He said that he applauded the courageous efforts of the City Council in addressing this issue, and promised continued support from the community to help pay the cost of an appeal.

Jack Bujacich - 3607 Ross Avenue. Mr. Bujacich gave a history of the original bridge, and said that he heard many of the same comments back then. He said that an appeal would cost the citizens a great deal of money and asked why the County wasn't involved in the process. He said he agreed that funding should be coming from other sources and added that an appeal would delay the project, increasing the costs even more. He continued to say that the existing bridge was 50 years old and that a solution needed to be found. He discussed the toll committee of which he was a member.

Hank Searles. Mr. Searles spoke again about the attitude of one of the toll board members, Sally Walker, who made the comment that "Those people out there in Gig Harbor live in Camelot." He said that he did not care to have his tolls determined by someone with feels that way.

Michael Murphy. Mr. Murphy asked why there was no Federal Funding for the project. He added that this was the kind of mitigation that the citizens were looking for, and which might be possible with a proper appeal.

Karen Biskey. Ms. Biskey agreed that there was a perception that this was a wealthy community who can afford the \$3 tolls. She said that there are many who did not anticipate these tolls when locating here, or they would have made a different choice. She said that something substantial was needed to take to Congressman Norm Dicks.

Mark Hoppen said that the issues that have seemed to arise during this meeting are economic, which are the most difficult to define. Councilmembers discussed which issues could be the basis for an appeal and what positive outcome, if any, could arise from the expenditure of city funds to appeal the FEIS.

Mayor Pro Tem Picinich spoke of the difficulty of making a decision to spend up to a quarter of a million of the citizens' tax funds to appeal the FEIS when there are plans for those funds.

Councilmember Owel said that she felt there was room for more aggressive representation from the City without committing to an appeal of the FEIS. She said she was unhappy at the way the community had been treated by the DOT and Legislature and added that as a Council, better effort could be made to insist that the citizens be heard. She said that letters could be written both as a Council and individually to request that the EIS address specific economic issues as they affect the community.

Councilmember Young said he would like to clarify Council goals and have an estimate on whether or not an appeal would be won before proceeding.

Councilmember Ruffo said he was interested in how the toll commission was formed. He said he was reluctant to spend a substantial amount of money for a cause for the greater population, when their own representatives do not seem to be willing to do so. He said he would be willing to discuss the issue with the state on an informal basis to assess the situation before spending \$250,000 on something this nebulous.

Councilmember Robinson discussed the money spent toward the Wilkenson property, which would not realize an economic return. He said that he could formulate an outline of issues to pursue. Councilmember Young said that identifying the issues is only one portion of the process. Councilmember Ekberg agreed and added that he came hoping to hear specific areas that would give Council a reason to challenge the FEIS and what expectation there might be for mitigation. He agreed that the social / economic impact is big and that the FEIS has not addressed this issues and added that the first step might be to find out what it would cost the city to look at that specific area. He said that Council should begin efforts at the immediate level to find out where other funds may be available.

**MOTION:** Move we stick to the original schedule and hold the planning meeting on the Narrows Bridge FEIS appeal at the June 26<sup>th</sup>, regular council meeting.  
Ruffo/Robinson -

Mark Hoppen offered to prepare a scope of work for an economic study for review. Council agreed that this might be helpful.

**AMENDED MOTION:** Move that we hold the final meeting on the Narrows Bridge potential appeal of the EIS appeal at the June 26<sup>th</sup>, regular council meeting and consider the scope of work prepared by Mr. Hoppen. Ruffo/Robinson - Councilmembers Ekberg, Young, Robinson, Dick, and Ruffo voted in favor. Councilmember Owel abstained as she would not be in attendance at the meeting.

**ADJOURN:**

**MOTION:** Move to adjourn at 8:05 p.m.  
Ruffo/Owel - unanimously approved.

Cassette recorder utilized.  
Tape 577 Side B 237 - end.  
Tape 578 Both Sides.  
Tape 579 Side A 000 - end.  
Tape 579 Side B 000 - 198.

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Mayor Pro Tem

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City Clerk



City of Gig Harbor. The "Maritime City"

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

June 14, 2000

Mr. John Sebald  
Evergreen Lutheran High School  
2021 So. 260<sup>th</sup>  
Des Moines, WA 98190

Re: City Park Clean-up Project

Dear Mr. Sebald:

Dave Brereton, our Assistant Public Works Director, has advised us that you and eight of your students volunteered at City Park for six hours on May 23<sup>rd</sup> to weed, restore and beautify the planting strip near the parking lot.

The eight students are:

Walter Juergens

Matt Green

Andy Bishop

Nic Habeck

Aron Carr

Adam Asadi

Andy Macdonald

Rorshad Berry

I would like to thank each one of you on behalf of the City of Gig Harbor and its citizens. Kindness such as this is what makes our community such a wonderful place to live. Your donation of time and energy has made our park a more attractive place.

Again, thank you.

Sincerely,

Gretchen A. Wilbert  
Mayor, City of Gig Harbor

c: City Councilmembers



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

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

June 14, 2000

Mr. Mike Tinder  
Windermere Gig Harbor  
5801 Soundview Drive Suite 101  
Gig Harbor, WA 98335

Re: Clean-up Project - Corner of Pioneer and Stinson

Dear Mr. Tinder:

Dave Brereton, our Assistant Public Works Director, has advised us that you and approximately 25-30 of your agents volunteered Friday to remove weeds, trim plants and spread a new coat of beauty bark at the corner area of Pioneer and Stinson.

I would like to thank each one of you on behalf of the City of Gig Harbor and its citizens. Kindness such as this is what makes our community such a wonderful place to live. Your donation of time and energy has made our city a more attractive place.

Again, thank you.

Sincerely,

Gretchen A. Wilbert  
Mayor, City of Gig Harbor

c: City Councilmembers

RECEIVED

JUN 19 2000

CITY OF GIG HARBOR

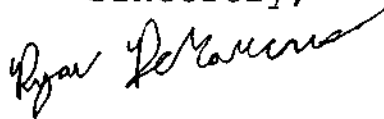
Ryan DeMarcus  
232 Raft Island  
Gig Harbor, WA 98335  
6-12-00

Mayor Wilbert  
3106 Judson St.  
Gig Harbor, WA 98335

Dear Mayor,

Thank you for the skate park. It's great to have a place to hang out on the weekend. Also, with the new park, business owners will no longer complain about kids being on their property. The city needs to work on other projects for the kids in Gig Harbor.

Sincerely,



Ryan DeMarcus

June 19, 2000

**RECEIVED**

JUN 21 2000

CITY OF GIG HARBOR

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

Dear Mayor Wilbert:

As you know, the state legislature authorized a one-time only "bridge funding" package for transit agencies to help cope with the loss of revenues occasioned by Initiative 695.

I wanted to let you know what Pierce Transit is proposing to do with its share of those funds, and to alert you and your constituents to a **series of public meetings scheduled this month to seek comments on our proposal**. The meeting schedule is attached for your information.

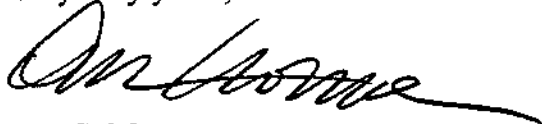
We will receive \$8.4 million from the state later this summer. This one-time only payment represents about one-third of the **annual** MVET revenues of \$24 million Pierce Transit formerly received. We have programmed the \$8.4 million into a three-year budget that takes the agency through 2002 without having to resort to further major service reductions. Approximately half of the \$8.4 million will be spent on partial service restorations; and half will be used to maintain operating reserves at the minimum level mandated by the Pierce Transit Board of Commissioners.

The attached press release outlines the areas where we're proposing to restore **limited** transit service. They include Gig Harbor, Key Peninsula, Puyallup, Sumner, Graham, Orting and northeast Tacoma.

I hope you will share this information with any interested constituents. If you have questions, please call me at (253) 581-8010.

We appreciate the legislature's allocation of "bridge funds," and hope that you and your colleagues will continue to pursue a role for the state in providing public transportation for the citizens of Washington.

Very truly yours,



Don S. Monroe  
Chief Executive Officer

Attachments: Press Release, Meeting Schedule



## **NEWS RELEASE**

Contact: Jean Jackman, Public Relations Officer, (253) 581-8034

**FOR IMMEDIATE USE**

**June 16, 2000**

### **Pierce Transit schedules public meetings on restoring some service eliminated due to Initiative 695**

TACOMA, Wash. -Pierce Transit is holding five public meetings in June to seek comments on plans to partially restore some transit service eliminated in February due to budget cuts triggered by the passage of Initiative 695. *(Editor: see attached meeting schedule)*

The agency is considering selected service restorations in response to an \$8.4 million one-time payment allocated by the state legislature as part of a package providing "bridge funding" to transit systems statewide. The amount is approximately one-third of the \$24 million in motor vehicle tax revenues that Pierce Transit previously received each year.

"This is a one-time only payment, with no guarantee of future state funding," said Don S. Monroe, Pierce Transit chief executive officer, "but we believe it's important to restore a basic level of transit service to areas that have been hardest hit by the service reductions, where it makes fiscal sense to do so."

--more--

\* 2-2-2

In particular, the agency is looking at restoring the followings services, effective September 17, 2000:

- Weekend bus service to Gig Harbor.
- Limited weekday service in the Key Peninsula.
- Weekend service to the Puyallup/Sumner/Graham area.
- Mid-day service to northeast Tacoma.
- Saturday service to routes 53-University Place and 59-Manitou.

Service to Orting and DuPont also is being considered for later implementation.

In response to Initiative 695, which eliminated 38 percent of Pierce Transit's funding base, the agency developed a three-year plan to operate the transit system at its current reduced level through 2002. To plug the gap in funding, Pierce Transit is drawing down its reserves, delaying capital projects and cutting costs. "By the end of 2002 period, additional funds will be needed to maintain the public transportation system at its current levels," said Monroe.

For more information on the public meetings, call Pierce Transit customer services at (253) 581-8000 or visit the agency's website at: [www.piercetransit.org](http://www.piercetransit.org)

Pierce Transit serves greater Pierce County with local and express bus service, specialized transportation for disabled individuals, vanpools and rideshare programs. This year, the agency marks its 20<sup>th</sup> anniversary of providing public transportation to the citizens of Pierce County.

###

## Pierce Transit public meetings on partial service restoration

<u>Date</u>	<u>Time</u>	<u>Place</u>
Tuesday, June 20	4-6 p.m.	South Park Community Center 4851 S. Tacoma Way, Tacoma
Monday, June 26	2-3:30 p.m.	Orting Senior Center 120 Washington Ave., North Orting
Tuesday, June 27	2-4 p.m.	Key Peninsula Civic Center 17010 S. Vaughn Rd. Vaughn
Tuesday, June 27	5:30-7:30 p.m.	Gig Harbor High School 5101 Rosedale Street Gig Harbor
Wednesday, June 28	5-7 p.m.	Sumner Library 1116 Fryar Ave., Sumner



Pierce County

Office of the County Executive

930 Tacoma Avenue South, Room 737  
Tacoma, Washington 98402-2100  
(253) 798-7477 • FAX (253) 798-6628

June 20, 2000

The Honorable Gretchen Wilbert  
City of Gig Harbor  
3105 Judson St  
Gig Harbor, WA 98335

Dear Mayor Wilbert:

**Finally i can bring you good news regarding salmon recovery!**

Within the 3 county region of Snohomish, Pierce, and King there continues to be a significant amount of work done to create a program that will provide a path for the recovery of the salmon while protecting local jurisdictions from some of the restrictions of the Endangered Species Act (ESA). But additionally within our region work has been done to secure funding to have a scientific/federal agency endorsed salmon conservation and recovery plan created. That has happened!

Through the Tri-County process, federal funds have been secured to do an analysis of all of the Puyallup and Clover-Chamber watersheds and part of the Kitsap. Beginning in July and being completed by December 2000, Dr. Lars Mobernd and the staff of Mobernd Biometrics, Inc. will be conducting a science-based watershed assessment. The methodology is called EDT - Ecosystem Diagnosis and Treatment Methodology. The process will result in a plan that will identify and prioritize actions to help conserve and recover coho, bulltrout, and chinook salmon.

In addition to the good news about the plans themselves, there is no request of funds from your jurisdictions. The only request of your staff is, if anyone has information or studies regarding the fish or their habitat (Superfund studies, water quality reports, etc.) I would ask that they contact me so I can help facilitate getting the information to Mobernd Biometrics. All of the data collection is needed during the month of July. I would also ask for a name of a contact within your jurisdiction so I may keep them involved, even if just to receive periodic updates.

**I would like to have those names by Tuesday June 27<sup>th</sup>.** My phone number is 253-798-7110 or my email is [dhyde@co.pierce.wa.us](mailto:dhyde@co.pierce.wa.us). Thank you for your help and I look forward to providing you a copy of the completed work for your use.

Yours truly,

Debora A. Hyde  
Special Project Coordinator

DOUG SUTHERLAND  
Executive

FRANCEA L. McNAIR  
Deputy Executive  
Executive Office  
of Operations

RECEIVED

JUN 21 2000

CITY OF GIG HARBOR





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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MITCH BARKER** *MB*  
**SUBJECT: SHORT TERM USE AGREEMENT WITH PORT OF BREMERTON**  
**DATE: JUNE 15, 2000**

**INFORMATION/BACKGROUND**

The police department requires all line officers to attend in-service training in an Emergency Vehicle Operator's Course (EVOC) on a regular basis. In order to conduct this training, we require a large paved area where it is safe to operate vehicles at high rates of speed. The Port of Bremerton rents a portion of the Bremerton Airport to police agencies for this purpose. In order to use the space, we must enter into a short term use agreement with the Port of Bremerton.

The City's legal counsel has reviewed, revised and approved of the attached Short Term Use Agreement between the City and the Port of Bremerton.

**FISCAL IMPACTS**

There is a use fee of \$100 per day to use the Bremerton Airport facility. We will use the space for one day. This training was anticipated and funded within the 2000 budget.

**RECOMMENDATION**

I recommend that Council authorize the Mayor to execute the attached Short Term Use Agreement which will allow the police department to perform EVOC training scheduled for June 29, 2000.

**PORT OF BREMERTON**  
**SHORT TERM USE AGREEMENT**  
Authorized by Resolution 92-7

IT IS HEREBY understood that this Use Agreement made this 19<sup>th</sup> day of July, 2000, by and between the **PORT OF BREMERTON**, a municipal corporation organized under the laws of the State of Washington, hereinafter referred to as "Port", and **City of Gig Harbor**, a Washington municipal corporation, whose address is **3105 Judson St., Gig Harbor WA 98325**, hereinafter referred to as "User".

WHEREAS, the City is required to train its police personnel in emergency vehicle safety techniques, and

WHEREAS, the Port has property that it is willing to make available to the City on June 29, 2000 for purposes of emergency vehicle safety training, under the terms of this Short Term Use Agreement.

NOW, THEREFORE, the Port and the City, for an in consideration of the mutual agreements, covenants and promises set forth herein, agree as follows:

**SECTION 1. USE:** The Port hereby agrees to permit the User to utilize INACTIVE RUNWAY 16/34 at the Port's Bremerton National Airport facility for the purpose of holding the User's **Emergency Vehicle Operators Course**, and for no other use. The Port understands that the User will be the sole occupant of the property on June 29, 2000 for this purpose. User shall be responsible for correction of any and all property damage which would occur as a result of User's activity on June 29, 2000. User acknowledges that they have viewed the facilities and accept them in their current condition as appropriate for their intended use with no further modifications by the Port. (Use area sketch is attached.) The User agrees to assume full responsibility for the conduct of all User persons involved in the User's Emergency Vehicle Operator's Course use of the premises. **Should the pavement of the use area require any markings related to User's activity, User agrees to use marking material that is not of a permanent nature, ie chalk.**

**SECTION 2. TERM:** The term of this agreement shall be June 29, 2000, a term of one (1) day. Request for each additional use shall be approved in advance by the Executive Director or designee. (Limited to 30 days by Resolution 92-7.)

**SECTION 3. ASSIGNMENT:** This agreement is not assignable or transferable in any fashion.

**SECTION 4. RENT:** The User agrees to pay the Port five (5) days in advance, a minimum of \$100.00 per day of use. A late fee of one percent (1%) per month, minimum \$3.00 will be assessed on all accounts not paid in advance.

**SECTION 5. RISK OF LOSS:** The User assumes all risks, including but not limited to, loss of or damage to equipment or property of the User or of the User participants in the Emergency Vehicle Operator's Course, or equipment or property used or stored on the premises under the terms of this agreement.

**SECTION 6. SECURITY:** Security of User's or invitees' property shall be the sole responsibility of the User. User shall prevent any user participants in the Emergency Vehicle Operator's Course from traversing or accessing any and all parts of the Port of Bremerton, Bremerton National Airport facility, except those areas open to the public and that area designated herein for User's purpose, and specified ingress and egress thereto.

**SECTION 7. INSURANCE:** The User shall secure comprehensive general liability insurance (Form CG-001) for property damage and bodily injury at the premises in an amount of not less than \$1 million per occurrence and \$2 million aggregate. In addition, User shall keep and maintain in full force and effect during the term of this agreement fire and extended coverage insurance on all fixed improvements located or situated on or in the Premises to the full insurable value thereof. Proceeds from such insurance shall be used to restore the Premises. User shall provide the Port with a certificate of insurance, naming the Port as an additional insured (CG 2010 (form B)) and the premises shall be listed as a covered site on

all coverage. No occupancy or use permitted under the terms of this agreement shall commence until such evidence of insurance is presented to and approved by the Port.

**SECTION 8. INDEMNIFICATION:** The User shall release, indemnify, defend and hold the Port, its officers, officials, employees and representatives harmless from and against all losses and claims, demands, payments, suits, action, recoveries and judgments of every nature and description brought or recovered against the Port arising out of the actions of the User, its officers, officials or employees while conducting the Emergency Vehicle Operator's Course upon Port property, and for any expense incurred by the Port in connection therewith, including reasonable attorneys fees and costs attributable thereto.

In those situations in which a court of competent jurisdiction finds that the Port and the User are concurrently negligent, the indemnification contained in this agreement shall only be effective to the extent of the User's negligence. Furthermore, the indemnification contained in this agreement shall only be effective for the losses, claims, demands, payments, suits, action, recoveries and judgments arising out of the Emergency Vehicle Operator's Course conducted on June 29, 2000.

**SECTION 9. COMPLIANCE WITH LAWS AND REGULATIONS:** Users of the Bremerton National Airport facility under the terms of this agreement are subject to the rules and regulations of the Federal Aviation Administration, its agents, and/or inspectors, and all applicable Port, state, county, or federal laws, including but not limited to, those laws related to the use, handling, and disposal of oil and petroleum products. The use of the premises provided herein shall at all times be subject to suspension or cancellation for emergency air traffic situations or requirements at the sole discretion of the Port.

**SECTION 10. CANCELLATION:** This agreement is subject to immediate termination with or without cause by the Port. No written notice is required. If the Port exercises this cancellation provision after it has collected the rent from the User, the Port shall refund the rent within twenty (20) days after cancellation.

Signed this \_\_\_\_\_ day of \_\_\_\_\_

USER:

PORT OF BREMERTON

By: \_\_\_\_\_  
Mayor Gretchen Wilbert

By: [Signature]  
Executive Director or Designee

ATTEST:

By: \_\_\_\_\_  
Molly Towslee, City Clerk

Approved as to form:

Commissioner approval by:

By: \_\_\_\_\_  
Carol A. Morris, City Attorney

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

The City of Gig Harbor  
3105 Judson Street  
Gig Harbor WA 98335  
253/851-8136

Commissioner approval received from:  
[Signature]  
Date 6/19/00  
By RB







1076 Franklin St. SE  
Olympia, WA 98501-1346  
(360) 753-4137, FAX 753-4896

ASSOCIATION OF WASHINGTON CITIES

June 6, 2000

Linda Blackwell  
Port of Bremerton  
8850 SW State Hwy 3  
Port Orchard, WA 98367

**RE: Letter of Coverage for the City of Gig Harbor  
Use of Inactive Runway for EVOC Training, June 29, 2000**

The City of Gig Harbor is a member of the Association of Washington Cities Risk Management Service Agency (AWC RMSA). The AWC RMSA is a municipal self-insurance pool.

As a member of the AWC RMSA, the City of Gig Harbor is afforded the following coverage:

All Risk Property Coverage	\$500 million per occurrence
Liability Coverage	\$5 million per occurrence
Employee Fidelity Blanket Coverage	\$1 million per occurrence
Comprehensive Auto Liability	\$5 million per occurrence

The policy term is from January 1, 2000 to January 1, 2001. AWC is not an insurance company and therefore cannot name an additional insured. However, our coverage agreement allows our coverage to be extended to another party by contractual agreement.

Please give me a call if you have any questions related to coverage.

Sincerely,

Brenda Mingo  
Insurance Services Analyst

/blm

c: Molly Towslee, City of Gig Harbor  
Mitch Barker, Gig Harbor Police Dept. ✓  
underwriting file



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

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR**  
**SUBJECT: DOWNTOWN DESIGN VISUALIZATION CONTRACT**  
**DATE: JUNE 20, 2000**

#### **INFORMATION/BACKGROUND**

The "Forward Together" activity was granted City Council approval for the expenditure of \$3500 to conclude its activities relating to visioning a desirable future for downtown Gig Harbor.

Thus far, Forward Together participants have identified areas of concern and formed committees to research, further identify, and make draft recommendations with respect to downtown concerns. The various committees have nearly completed their tasks. The attached contract and scope-of-work defines final steps that will be taken to conclude this visioning activity.

The proposed scope-of-work involves collecting and evaluating committee results; developing visual planning and design descriptions of these results; conducting a public forum on these visualizations; selecting a plan of action; publishing the plan; and presenting this plan to the Planning Commission.

#### **POLICY CONSIDERATIONS**

The recommendations of this visioning activity may be incorporated in whole or in part (or not at all) into the update of the Comprehensive Plan, capital facilities plans, or service plans. The information generated by this activity should be regarded as value-added.

#### **FISCAL CONSIDERATIONS**

The proposed \$3500 unbudgeted expenditure will likely be absorbed by the current Planning Department budget for the year 2000. To date, all work has been conducted without city expense, except for a small amount of staff time.

#### **RECOMMENDATION**

The attached agreement with the Beckwith Consulting Group is consistent with the city's standard professional services agreement. Staff recommends approval of the contract as presented.

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
THE BECKWITH CONSULTING GROUP**

---

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the Beckwith Consulting Group, a sole proprietor organized under the laws of the State of Washington, located and doing business in Medina, Washington (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the development of comprehensive planning for areas of the city including the Downtown Activity Center, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated May 25, 2000, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A**, 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 three thousand five hundred dollars (\$3500.<sup>00</sup>) 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**. 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 August 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 Administrator and the City shall determine the term or provision's true intent or meaning. The City Administrator 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 Administrator'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:

Tom Beckwith  
Principal  
The Beckwith Consulting Group  
P.O. Box 162  
Medina, Washington 98039  
(425) 453-6026

Mark E. Hoppen  
City Administrator  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98335  
(253) 851-8136

## **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 10th day of June, 2000.

By: [Signature]  
CONSULTANT  
Its \_\_\_\_\_

CITY OF GIG HARBOR

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

Notices to be sent to:  
Tom Beckwith  
Principal  
The Beckwith Consulting Group  
P.O. Box 162  
Medina, Washington 98039  
(425) 453-6026

Mark E. Hoppen  
City Administrator  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98335  
(253) 851-8136

APPROVED AS TO FORM:

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

ATTEST:

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

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

## EXHIBIT 'A'

### Scope of work

---

Following is a brief description of the tasks of work outlined in the gantt chart on the preceding page:

#### **Develop design visualizations**

##### **1: Complete design charrettes with subcommittees**

We will conduct another charrette session with the Forward Together members of the Vision, Capital Facilities and Design, Regulation and Policy, Revenue and Finance, Private Fund Raising, Cultural Arts Subcommittees, and any other study area property owners, residents, business owners, interested developers, and other parties you deem appropriate.

We will review each subcommittee's findings and proposals at the beginning of the workshop. The participants will then evaluate the subcommittee proposals listing negative and positive features. Where appropriate, we may refine, expand, or combine proposals as a means of increasing positive and decreasing negative features. This final iterative round of charrettes will be continued until the participants are satisfied that every idea has been fully evaluated and accounted for.

We will then poll the group to determine the level of support that may be available for the composite proposals. The participants will then determine, based on the polling results, which concepts we develop into recommended action plans.

##### **2: Develop design visualizations**

Based on the results of the planning/design charrette, we will develop planning and design visualizations that may include the following elements:

- property packaging element - identifying any potential public, private, or jointly assisted parcel offerings including any proposed public land vacations, purchases or transfers,
- land use element - identifying existing and proposed key tenant uses and relationships necessary to realize an effective marketing strategy,
- transportation element - defining traffic improvements, transit routes and pickup stations, bicycle lanes, pedestrian trails and boardwalks, and other access schemes,
- parking element - identifying on and off-site truck loading, passenger loading, employee, and customer parking facilities,
- urban design element - illustrating roadway, sidewalk, trail, street trees, gateways, landscaping, furnishings, and other improvements appropriate to the public right-of-way, and
- architectural element - illustrating building envelopes, floor plans, sections, elevations, and perspectives of possible downtown development conditions or opportunities.

## **Select/refine preferred concepts**

### **3: Conduct public forum on designs and examples - option**

The Forward Together Committee may host and we will help organize and conduct a public open house on the planning and design visualizations. The forum will be held during an evening at a suitable building within the downtown area. The design visualizations will be displayed around the meeting room walls in a manner to facilitate self-guided tours by forum participants.

We will distribute a written questionnaire survey to each public participant as they enter the forum. The survey will be indexed to the graphic displays asking the participant their concerns, issues, and other particulars about the illustrations and prototypes.

### **4: Select action plan**

Using the results of the public forum, the Forward Together Committee will refine and select preferred planning and design visualizations to be advanced for implementation.

## **Documentation**

### **5: Edit and publish design visualizations**

We will prepare camera-ready text and artwork for the following documents:

- a narrative – outlining the process, findings, optional public forum, and action plan implementation requirements,
- a brochure or handout - containing key planning and design visualizations, along with an action plan summary, and
- one-of-a-kind illustrations - to be used in public meetings and hearings.

The report documents will be of 8.5x11 inch format with black and white graphics xeroxed or offset print on two sides with spiral comb binding and divider stock covers and separators. The brochure document may be of 11x17 inch folded format with black and white graphics.

### **6: Present recommendations to Planning Commission**

The Forward Together Committee, with our assistance, will present the results of the downtown visualizations, optional public forum findings, and proposed action plan to the Planning Commission for discussion and action accordingly.

EXHIBIT 'B'

Gantt Chart

Gig Harbor Downtown Design Visualizations

Project Director/Planner - Tom Beckwith AICP

		weeks						prof hrs	labor cost	mtls cost	total cost
		1	2	3	4	5	6				
<b>Develop design visualizations</b>											
1 Complete design visualizations w/Committee	X	O						8	\$680	\$0	\$680
2 Develop design visualizations	X							20	\$1,700	\$100	\$1,800
<b>Select/refine preferred concepts</b>											
3 Conduct public forum on design/examples	X				O						optional
4 Select action plan	X							2	\$170	\$0	\$170
<b>Documentation</b>											
5 Edit/publish design visualizations	X							6	\$510	\$120	\$630
6 Present recommendations to Planning Com	X							2	\$170	\$50	\$220
Budget								38	\$3,230	\$270	\$3,500

**Assumptions by task**

5 We will provide camera-ready artwork and disk copies of all final products.



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

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

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR**  
**SUBJECT: EAST-WEST ROAD (BORGES BLVD.)**  
**- FIRST AMENDMENT TO AGREEMENT FOR DEDICATION OF**  
**RIGHT-OF-WAY FOR OLYMPIC PROPERTY GROUP AND LOGAN**  
**INTERNATIONAL CORPORATION**  
**DATE: JUNE 21, 2000**

#### **INTRODUCTION/BACKGROUND**

On April 17, 2000, Council approved two Agreement(s) for Dedication of Right-of-Way to the City of Gig Harbor with Olympic Property Group (OPG), formerly Pope Resources and Logan International Corporation (Logan), each granting a 100-foot wide right-of-way easement to the City for the construction of a new East-West Road.

After the Agreements were executed and recorded, City staff discovered that one of the exhibits in both agreements contained an error in the bearings and coordinates of the right-of-way centerline. Both parties have agreed to the revision of Exhibits K (OPG) and E (Logan) as set forth in the First Amendment(s) to Agreement for Dedication of Right-of-Way.

Council approval of these amendments is requested.

#### **FISCAL CONSIDERATIONS**

No funds will be expended for these changes, except recording fees.

#### **RECOMMENDATION**

I recommend that the Council accept the attached agreements.

**FIRST AMENDMENT TO AGREEMENT FOR  
DEDICATION OF RIGHT-OF-WAY TO  
THE CITY OF GIG HARBOR, WASHINGTON**

THIS FIRST AMENDMENT (hereinafter the "First Amendment") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by and between the City of Gig Harbor, a Washington municipal corporation, and Olympic Property Group L.L.C., a Washington limited liability company (hereinafter "OPG"), 19245 10<sup>th</sup> Avenue NE, P.O. Box 1780, Poulsbo, Washington 98370-0239, to amend to the Agreement for Dedication of Right-of-Way to the City of Gig Harbor, Washington, which was executed by the parties and recorded under Recording No. 200005080093 (hereinafter the "Agreement").

**RECITALS**

WHEREAS, in the Agreement, OPG stated its ownership of property described in Exhibits A through D attached hereto and incorporated herein by this reference; and

WHEREAS, the purpose of the Agreement was to grant a right-of-way to the City over the property legally described in Exhibits A through D, in the location more particularly set forth in the Agreement; and

WHEREAS, the Agreement included a number of exhibits, one of which was Exhibit "K," which is incorporated herein by this reference, for the purpose of constructing, reconstructing, operating, maintaining and repairing the Roadway, together with all related facilities, and together with the non-exclusive right of ingress to and egress from the perpetual easement area for the foregoing purposes (hereinafter the "Perpetual Easement"); and

WHEREAS, after the Agreement was executed and recorded, the parties learned that Exhibit "K" contained an error in the bearings and coordinates of the right-of-way centerline; and

WHEREAS, the parties have agreed that the Exhibit "K" from the Agreement is erroneous and must be replaced with the Exhibit "K" attached to this First Amendment;

NOW, THEREFORE, the City and OPG agree as follows:

TERMS

Section 1. Substitution of New Exhibit K. The parties agree that the Exhibit K attached to the Agreement contains errors. The parties agree that the Exhibit K attached to this First Amendment is accurate, and should be substituted and have the effect intended in the Agreement. The parties agree that the Exhibit K attached to the Agreement is void and of no further effect.

Section 2. No Effect on Other Agreement Terms. This First Amendment shall only amend the Agreement as provided herein. All remaining terms and conditions in the Agreement shall be fully effective and operative.

Section 3. Recording. This First Amendment shall be recorded against the Property described in Exhibits A through D, in the same manner as the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the day and set forth above.

THE CITY OF GIG HARBOR

Olympic Property Group L.L.C.

By \_\_\_\_\_  
Its Mayor

By *[Signature]*  
Its *President of OPG*

ATTEST:

APPROVED AS TO FORM:

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

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



STATE OF WASHINGTON,        )  
  ) ss.  
COUNTY OF PIERCE         )

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

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

\_\_\_\_\_

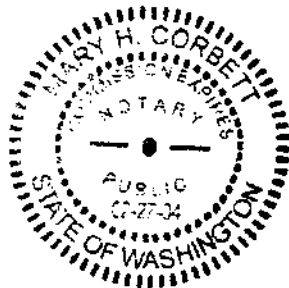
\_\_\_\_\_  
(print or type name)  
NOTARY PUBLIC in and for the  
State of Washington, residing at:

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

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF JEFFERSON )

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

Dated: 6/21/00



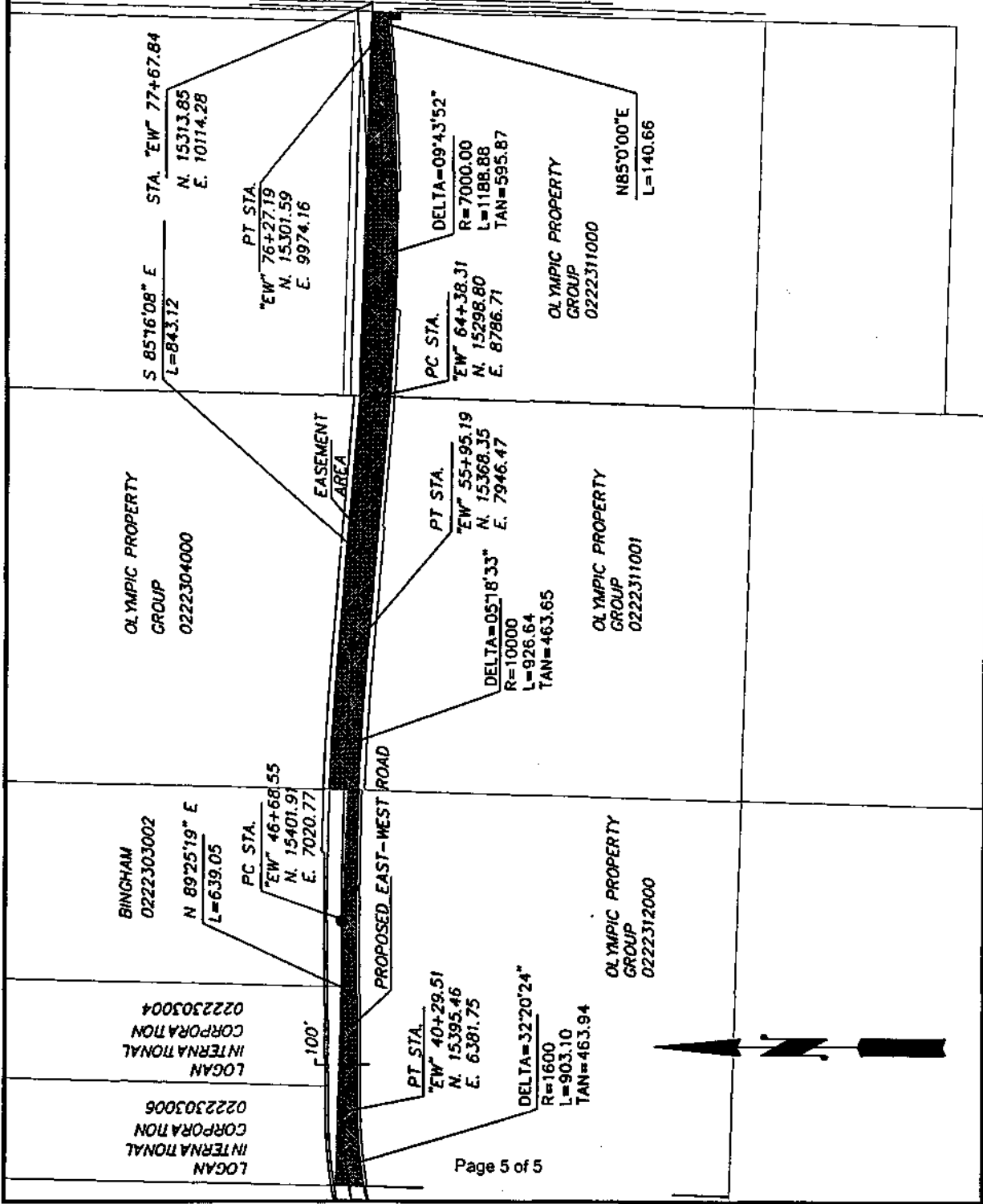
M. H. Corbett

Mary H. Corbett  
(print or type name)

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

My Commission expires: 2-27-04

# EXHIBIT "K" PERPETUAL EASEMENT



**FIRST AMENDMENT TO AGREEMENT FOR  
DEDICATION OF RIGHT-OF-WAY TO  
THE CITY OF GIG HARBOR, WASHINGTON**

THIS FIRST AMENDMENT (hereinafter the "First Amendment") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by and between the City of Gig Harbor, a Washington municipal corporation, and Logan International Corporation, a Washington Corporation (hereinafter "LOGAN"), 923 Powell Avenue SW, Suite 101, P.O. Box 860, Renton, Washington 98057, to amend to the Agreement for Dedication of Right-of-Way to the City of Gig Harbor, Washington, which was executed by the parties and recorded under Recording No. 200005080094 (hereinafter the "Agreement").

**RECITALS**

WHEREAS, in the Agreement, LOGAN stated its ownership of property described in Exhibits A through C attached hereto and incorporated herein by this reference; and

WHEREAS, the purpose of the Agreement was to grant a right-of-way to the City over the property legally described in Exhibits A through C, in the location more particularly set forth in the Agreement; and

WHEREAS, the Agreement included a number of exhibits, one of which was Exhibit "E," which is incorporated herein by this reference, for the purpose of constructing, reconstructing, operating, maintaining and repairing the Roadway, together with all related facilities, and together with the non-exclusive right of ingress to and egress from the perpetual easement area for the foregoing purposes (hereinafter the "Perpetual Easement"); and

WHEREAS, after the Agreement was executed and recorded, the parties learned that Exhibit "E" contained an error in the bearings and coordinates of the right-of-way centerline; and

WHEREAS, the parties have agreed that the Exhibit "E" from the Agreement is erroneous and must be replaced with the Exhibit "E" attached to this First Amendment;

NOW, THEREFORE, the City and LOGAN agree as follows:

**TERMS**

Section 1. Substitution of New Exhibit E. The parties agree that the Exhibit E attached to the Agreement contains errors. The parties agree that the Exhibit E attached to this First Amendment is accurate, and should be substituted and have the effect intended in the Agreement. The parties agree that the Exhibit E attached to the Agreement is void and of no further effect.

Section 2. No Effect on Other Agreement Terms. This First Amendment shall only amend the Agreement as provided herein. All remaining terms and conditions in the Agreement shall be fully effective and operative.


Section 3. Recording. This First Amendment shall be recorded against the Property described in Exhibits A through C, in the same manner as the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the day and set forth above.

THE CITY OF GIG HARBOR

Logan International Corporation

By \_\_\_\_\_  
Its Mayor

By  \_\_\_\_\_  
Its Agent

ATTEST:

APPROVED AS TO FORM:

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

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

STATE OF WASHINGTON.        )  
  ) ss.  
COUNTY OF PIERCE         )

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

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

\_\_\_\_\_

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

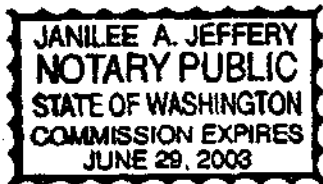
My Commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 )  
COUNTY OF King ) ss.

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

Asst of Logan International Corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6/21/2000



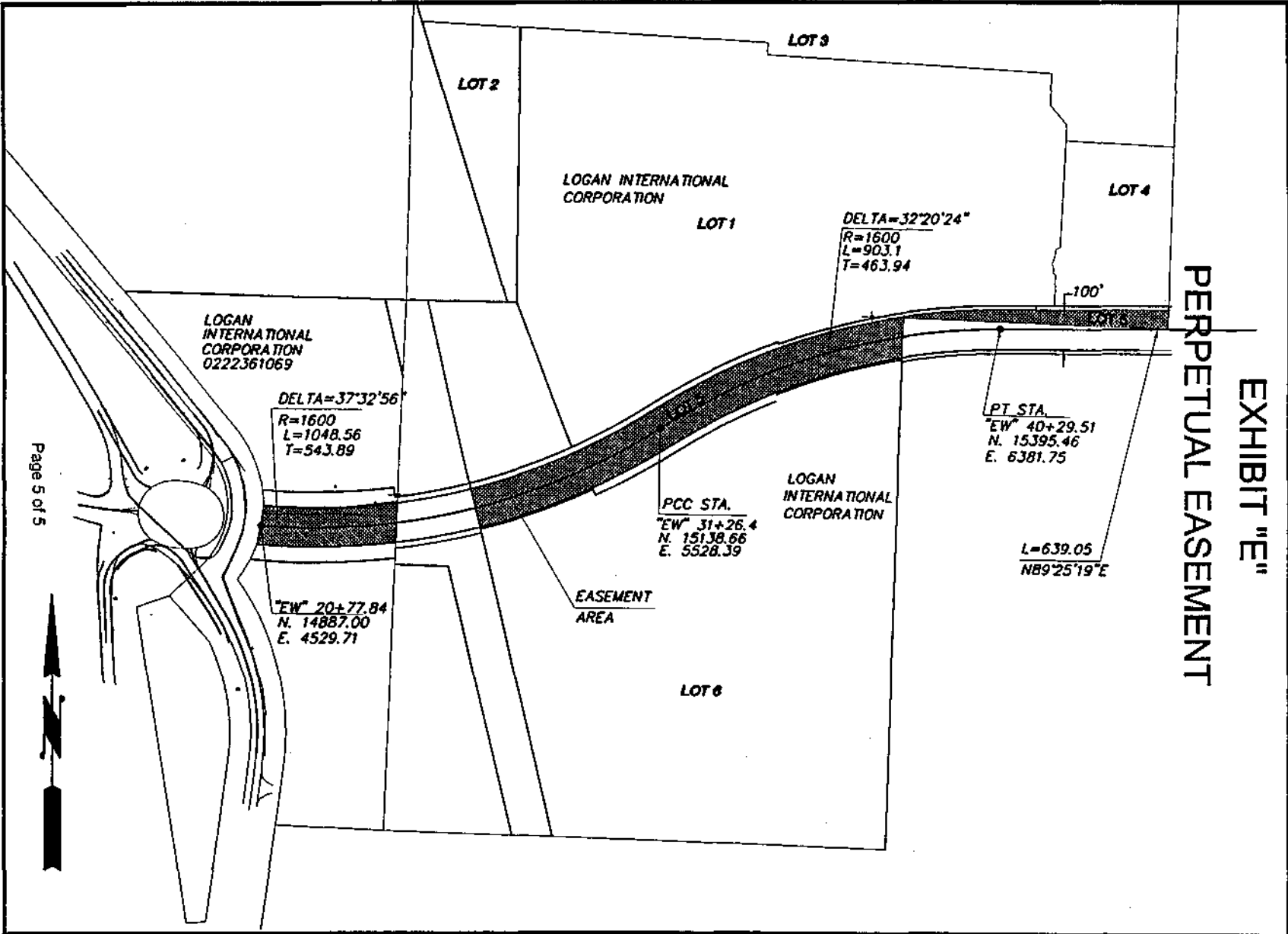
Janilee A. Jeffery

Janilee A. Jeffery  
(print or type name)

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

Auburn, WA

My Commission expires: 6-29-03



Logan





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 - SKID STEER LOADER**  
**DATE: JUNE 20, 2000**

*DES*

**INTRODUCTION/BACKGROUND**

A budget item for 2000 was the purchase of a skid steer loader. Contract documents and specifications were developed in accordance with RCW 35.23.352 and the request for bid proposals was advertised April 26, and May 3, 2000. On May 10, 2000 at 10:00 A.M. the bid was closed, with three vendors responding. Only one vendor provided a bid proposal that was within the Specification guidelines.

The price quotation is summarized below:

<u>RESPONDENT</u>	<u>TOTAL</u>
Western Power and Equipment	\$ 59,803.85 (Including sales tax)

The price quotation received was from Western Power and Equipment, in the amount of \$59,803.85, including state sales tax.

**ISSUES/FISCAL IMPACT**

This purchase was anticipated in the approved 2000 Budget.

**RECOMMENDATION**

Staff recommends that Council authorize purchase of the Case 95XT skid steer loader from Western Power and Equipment for their bid proposal amount of fifty-nine thousand eight hundred three dollars and eighty-five cents (\$59,803.85), including state sales tax.

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR  
(BY ZIP CODE) FOR EXPIRATION DATE OF 20000831

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 HARBOR HUMIDOR INC.	HARBOR HUMIDOR 3123 56TH ST NW #5 GIG HARBOR WA 98335 0000	080669	BEER/WINE SPECIALTY SHOP
2 ANDRADE'S, INC.	PUERTO VALLARTA - GIG HARBOR #2 4225 HARBORVIEW DR GIG HARBOR WA 98335 0000	364637	SPIRITS/BR/WN REST LOUNGE +
3 WYVERN RESTAURANTS, INC.	ROUND TABLE PIZZA 5500 OLYMPIC DR BLDG H GIG HARBOR WA 98335 0000	076725	BEER/WINE REST - BEER/WINE

RECEIVED

JUN 15 2000

CITY OF GIG HARBOR

Attention:

Enclosed is a listing of liquor licensees presently operating establishments in your jurisdiction whose licenses expire on AUGUST 31, 2000. Applications for renewal of these licenses for the upcoming year are at this time being forwarded to the current operators.

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

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

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

If applications for new licenses are received for persons other than those specified on the enclosed notices, or applications for transfer of licenses are received by the Board between now and AUGUST 31, 2000, your office will be notified on an individual case basis.

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

LESTER C. DALRYMPLE, Supervisor  
License Division  
Enclosures

MAYOR OF GIG HARBOR  
3105 JUDSON ST  
GIG HARBOR

WA 983350000



*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: ECONOMIC ANALYSIS SCOPE OF WORK -**  
**PROPOSED NARROWS BRIDGE PROJECT/SR-16 PROJECT**  
**DATE: JUNE 22, 2000**

#### **INFORMATION/BACKGROUND**

Attached is a proposed project outline that could be refined into a scope of work for an economic analysis with respect to the Narrows Bridge/SR-16 project and its effects on the Gig Harbor Peninsula community and the City of Gig Harbor. Mr. Ben Frerichs has conducted economic analysis on projects in both Pierce County and Tacoma. He is a former resident of Gig Harbor.

#### **FISCAL CONSIDERATIONS**

Mr. Frerichs anticipates a range of \$20,000 - \$50,000 for this project, dependent on the exact parameters requested.

#### **RECOMMENDATION**

Before the City Council might choose to file NEPA appeal to the FEIS on the basis of socio-economic conditions, I recommend that the City of Gig Harbor seek independent assessment of the economic future of this community with respect to improvements articulated in the Preferred Alternative.

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

Re: Preliminary Approach and Estimate for a Community Economic Impact Study

Dear Mark,

It was good to hear from you again. You ask how we would approach a community economic impact study and an order of magnitude budget estimate. The general topic would be to identify and estimate the economic impacts on the Gig Harbor community from a second Tacoma Narrows Bridge or alternatively the lack of one.

As you maybe aware, one of Huckell/Weinman Associate's strengths is community and environmental impact analysis. These analyses often contain economic and fiscal impact analyses. My own experience with community economic impact analyses involves the economic and real estate impacts of the S.R. 509 Spur through the Tacoma Tideflats, and the potential relocation of a ferry dock in downtown Edmonds.

This letter provides a general description of how we would approach this subject and an order of magnitude estimate of the necessary budget. After a fuller discussion with you or others within your community and a review of the existing public documents for the proposed project we would be able to provide a more specific scope of work, budget estimate and time schedule.

There are several key attributes of the type of study you have inquired about.

1. In order to have a detailed study and estimates, it would be necessary to have a detailed description of the two scenarios, with and without the second bridge. The more detailed the better for traffic volumes, commute times and costs, origin and destinations of forecast traffic. These may be in the environmental analysis already carried out or in the Puget Sound Regional Council's (PSRC) forecasts or other sources. If there is not sufficiently detailed forecasts for the transportation system for the next twenty or thirty years, a market and community growth analysis could be necessary.
2. Several sets of tasks would identify and estimate:
  - Measures for changed private sector economic activity, such as employment, incomes, population, dwelling units and other measures of economic and real estate development
  - Fiscal impacts, would focus on what would change in terms of flows of tax and other revenues compared to local government costs of services, the net of these two flows annually and as a result of new construction
  - Development patterns or the changes that could be expected because of changes in real estate markets

- Property value effects are those related to changes in the real estate markets because of changes in market dynamics that occur because of alterations in the regional and local transportation system.
3. The identification and estimation of indirect, induced and/or secondary effects associated with multipliers effects.
  4. Some impacts may not be susceptible to quantification, but should be identified and discussed or ranked.
  5. A range of methods for the analysis could be used, use of several could "cross check" results and increase credibility.
  6. There are trade-offs between budget, schedule and eventual credibility

A detailed scope of services, budget and time schedule would better explain the range of budget. Based on these preliminary considerations the budget could range from \$20,000 to \$50,000. A reasonable schedule could range from 12 to 20 weeks to complete, not counting various reviews. Public meetings, presentations and quasi-legal or other testimony would not be included in these fee and time estimates.

We hope that this is enough information for you and the Mayor/City Council to consider. We would look forward to the opportunity to provide a more detail proposal when appropriate as well as background information for our firm and staff. Please call if you have questions, 425-828-4463.

Sincerely,

Ben Frerichs

Senior Economist/Principal  
HUCKELL/WEINMAN ASSOCIATES, Inc.

Originally transmitted by e-mail June 22, 2000, with original hard copy by mail



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: SECOND READING OF ORDINANCE**  
- **FRANCHISE AGREEMENT**  
- **WOLLOCHET HARBOR SEWER DISTRICT**  
**DATE: JUNE 20, 2000**

*DRS*

#### **INTRODUCTION/BACKGROUND**

The Wollochet Harbor Sewer District (District) is experiencing severe hardship due to failing sewer systems and minimal financial resources to support corrections to the existing system. To assist the District in the processing of generated wastewater the City executed a contract with the District authorizing connection to the City's sewer system. The construction of the new sewer conveyance system will be within the City's right-of-way along Wollochet Drive, therefore a franchise agreement has been prepared for execution between the District and the City. This franchise agreement specifies the conditions of the work allowed within the right-of-way and the responsibilities of the parties. RCW 35A.47.040 authorizes code cities to issue non-exclusive franchises for use of public streets and rights-of-way.

#### **POLICY CONSIDERATIONS**

Due to the financial hardship currently experienced by the District the City will waive all applicable franchise fees associated with this application.

#### **FISCAL CONSIDERATIONS**

A City encroachment permit will be required to be obtained by the District prior to beginning construction. The fees collected from the encroachment permit will offset inspection costs incurred by the City.

#### **RECOMMENDATION**

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

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, GRANTING TO WOLLOCHET HARBOR SEWER DISTRICT, A WASHINGTON A SPECIAL UTILITY DISTRICT PROVIDING SEWER SERVICE WITHIN THE STATE OF WASHINGTON, THE RIGHT AND FRANCHISE TO USE AND OCCUPY THE STREETS, AVENUES, ROADS, ALLEYS, LANES AND OTHER PUBLIC RIGHTS-OF-WAY IN THE CITY OF GIG HARBOR, WASHINGTON, FOR A PERIOD OF TWENTY-FIVE YEARS, FOR CONSTRUCTING, MAINTAINING, REPAIRING, RENEWING AND OPERATING A SEWER SYSTEM AND ACCESSORIES WITHIN AND THROUGH THE CITY OF GIG HARBOR, WASHINGTON.**

---

WHEREAS, RCW 35A.47.040 authorizes code cities to issue non-exclusive franchises for use of public street and rights-of-way, and

WHEREAS, the Wollochet Harbor Sewer District is experiencing severe hardship due to failing sewer systems and minimal financial resources to support corrections to the existing system, therefore the City will waive all applicable fees associated with this application, and

WHEREAS, this ordinance has been introduced more than five (5) days prior to its passage by the City Council, and

WHEREAS, this ordinance has been submitted to the City Attorney and has received at least a majority vote of the entire City Council at a regular meeting, now, therefore

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

Section 1. Rights Granted. The right is hereby granted to WOLLOCHET HARBOR SEWER DISTRICT (hereinafter referred to as the "Grantee") to lay, construct, extend, maintain, repair, renew and replace sewer pipes, and accessories under, along and/or across any and all streets, avenues, roads, alleys and other rights-of-way in the City for the purpose of therein laying, constructing, extending, maintaining, renewing, replacing and repairing mains and pipes and all appurtenances thereto and accessories used and/or useful for the transmission, of sewage within and through the present or future territorial limits of the City of Gig Harbor, Washington (hereinafter referred to as the "City"), to be placed in the locations as shown on the attached plans in Exhibit A, for the term of twenty-five years from and after the effective date of this ordinance, except as hereinafter provided.

Section 2. City's Reservation of Rights. Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate ordinances, and permit requirements regulating the performance of the conditions of this franchise, including any valid



ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control by appropriate regulations the location, elevation, manner of construction and maintenance of any sewer facilities of the Grantee, and the Grantee shall promptly conform with all such regulations, and permit requirements, unless compliance would cause the Grantee to violate other requirements of law.

Section 3. Approval of Plans. Prior to construction of any of the pipes, conduits, mains, facilities and appurtenances in the area described in Section 1 herein, the Grantee shall submit to the Public Works Director, in triplicate, plans drawn to an accurate scale, showing the exact location, character, position, dimensions, depth and height of the work to be done. The plans shall accurately depict the relative position and location of all pipes, conduits, mains, manholes, facilities, and appurtenances to be constructed, laid, re-laid, installed, replaced, repaired, connected or disconnected, and the existing street, or public right-of-way. All streets and public right-of-way denoted thereon shall be designated by their name and number and the local improvements therein such as roadway pavement, shoulders, sidewalks, curbs, gutters, ditches, driveways, parking strips, telephone or electric distribution poles, conduits, storm, gas or water pipes as may exist on the ground or area sought to be occupied shall be outlined.

In the construction proposed by the Grantee, all materials and equipment shall be of the first class type and kind. The exact class and type to be used shall be shown on the plans, as will the equipment to be used and the mode of safeguarding and facilitating the public traffic during construction. The manner of excavation, construction installation, backfill and temporary structures (such as traffic turnouts, road obstructions, etc.) shall meet with the approval of, pass all requirements of, and be constructed under the supervision of the director. Prior to approval of any work under this franchise, the Director may require such modifications or changes, as he deems necessary to properly protect the public in the use of the public places, and may fix the time or times within and during which such work shall be done.

The Grantee shall pay to the City such amounts as, in the judgment of the director, are reasonably necessary to investigate and process plans for construction work, to inspect such work, to secure proper field notes for location, to plat such locations on the permanent records of the City Public Works Department, to supervise such work or to inspect or reinspect as to maintenance during the progress of or after the repair of, any of the initial construction authorized under this franchise.

Section 4. Requirement for Work in Public Rights-of-Way. Whenever the Grantee shall excavate in any public right-of-way for the purpose of installation, construction, repair, maintenance or relocation of its sewer facilities, it shall apply to the City for a permit to do so and, in addition, shall give written notice to the City at least ten (10) working days notice of intent to commence work on main lines in the right-of-way, and five (5) working days notice of intent to commence work on all other lines in the right-of-way, unless such notice is waived by the Public Works Director. In no case shall any work commence within any public right-of-way without a permit, except as otherwise provided in this franchise ordinance.

During any period of relocation, installation, construction or maintenance, all surface structures, if any, shall be erected and used in such places and positions within said public right-of-ways and other public properties so as to interfere as little as possible with the free passage of traffic and the free use of adjoining property, and the Grantee shall at all times post and maintain proper barricades and comply with all applicable regulations during such period of construction as required by the ordinances of the City or the laws of the State of Washington, including RCW 39.04.180 for the construction of trench safety systems.

If the Grantee shall at any time plan to make excavations in any area covered by this franchise and as described in this Section, the Grantee shall afford the City, upon receipt of a written request to do so, an opportunity to share such excavation, PROVIDED THAT:

- A. Installation of any lines is compatible with all federal, state and local regulations and Grantee's construction standards;
- B. Such joint use shall not unreasonably delay the Grantee's work;
- C. Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties;
- D. The Grantee may deny such request for safety reasons.

Section 5. Protection of the Public Health, Safety and Property. Whenever an accident, faulty operation, excavation, fill or other condition associated with the construction, installation, maintenance or repair of the facilities authorized under this franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining street or public place, or endangers the public, an adjoining public place or street utilities or City property, the Director may direct the Grantee, at its own expense, to take actions to protect the public, adjacent public places, City property and street utilities, and may require compliance within a prescribed time.

In the event that the district fails or refuses to take the actions directed promptly, or fails to fully comply with such directions given by the Director, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are necessary to protect the public, the adjacent streets, or street utilities, or to maintain the lateral support thereof, including placing of temporary shoring, backfilling, alteration of drainage patterns and any other actions reasonable necessary to decrease the possibility of earth movement, or actions regarded as necessary safety precautions; and the Grantee shall be liable to the City for the costs thereof.

Section 6. Records. The Grantee shall at all times keep complete records showing the relative location and size of all sewer lines heretofore laid in the City, and showing the relative

location of all gates, gauges, and other service construction. Such records shall be kept current by the Grantee, who shall provide as-builts to the City after construction is complete.

Upon the City's request for information on the location of Grantee's sewer lines or other facilities prior to the designing of rights-of-way improvements or other City improvements, the Grantee shall respond with the information on both the horizontal and vertical depth location of the Grantee's facilities no later than two (2) business days after the receipt of the request, unless otherwise agreed by the parties in writing. The City, as excavator, shall have the right to receive compensation for all costs damages or other expenses incurred by the City if the Grantee does not accurately locate its facilities as required by this section and in accordance with RCW 19.122.030. In addition, nothing in this section limits the City's ability to obtain damages from the Grantee under the circumstances described in chapter 19.122 RCW, the City shall obtain recovery for its damages, costs, fees and expenses as provided by law.

Section 7. Recovery of Costs. The Grantee shall be responsible for all permit fees associated with activities undertaken through the authority granted in this franchise ordinance or under the laws of the City. When the City incurs costs and expenses for review, inspection or supervision of activities undertaken through the authority granted in this franchise or any ordinances relating to the subject for which a fee is not established, the Grantee shall pay such costs and expenses directly to the City.

Section 8. Restoration. The Grantee shall, after installation, construction, relocation, maintenance or repair of its facilities within the franchise area, restore the surface of the right-of-way to at least the same condition the property was in immediately prior to any such installation, construction, relocation, maintenance or repair. The Public Works Director shall have final approval of the condition of such streets after restoration or repair. All concrete encased monuments, which have been disturbed or displaced by such work, shall be restored pursuant to all federal, state and local standards and specifications. The Grantee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the affected area at its sole cost and expense.

Section 9. Indemnification. The Grantee hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, officials, employees, agents and representatives from any and all claims, costs, judgments, awards or liability to any person, including claims by the Grantee's own employees to which the Grantee might otherwise be immune under Title 51 RCW, arising from injury or death of any person or damage to property of which the acts or omissions of the Grantee, its officers or employees in performing this franchise are the proximate cause.

The Grantee further releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, officials, employees, agents and representatives from any and all claims, costs, judgments, awards or liability to any person including claims by the Grantee's own employees, including those claims to which the Grantee might otherwise be immune under Title 51 RCW, arising against the City (1) solely by virtue of the City's ownership or control

of the rights-of-way; (2) by virtue of the Grantee's exercise of the rights granted herein; or (3) by virtue of the City's permitting the Grantee's use of the City's rights-of-way; which claims are based upon the City's inspection or lack of inspection of work performed by the Grantee, its employees, agents officers or representatives, in connection with the work authorized on the City's property or property over which the City has control, pursuant to this franchise or pursuant to any other permit or approval issued in connection with this franchise.

This covenant of indemnification shall include, but not be limited by this reference, claims against the City arising as a result of negligent acts or omissions of the Grantee, its employees, officers, representatives or agents in barricading, instituting trench safety systems or providing other adequate warnings of any excavation, construction or work in any public right-of-way in the performance of the work or services permitted under this franchise.

Inspection or acceptance by the City of any work performed by the Grantee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Said indemnification obligations shall extend to claims, which are not reduced to a suit, and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.

In the event that the Grantee refuses the tender of defense in any suit or claim, said tender having been made pursuant to the indemnification clauses contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter) to have been a wrongful refusal on the part of the Grantee, then the Grantee shall pay all of the City's costs of defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and the reasonable costs of the City, including reasonable attorneys' fee for recovering under this indemnification clause.

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 Grantee and the City, its officers, employees and agents, the Grantee's liability hereunder shall be only to the extent of the Grantee's negligence. It is further specifically and expressly understood that the indemnification provided herein covers claims by the Grantee's own employees from which the Grantee might otherwise be immune under Title 51 RCW, and this waiver has been mutually negotiated by the parties.

**Section 10. Bond.** Before undertaking any of the work, installation, improvements, construction, repair, relocation or maintenance authorized by this franchise, the Grantee shall, upon request of the City, furnish a bond executed by the Grantee and a corporate surety authorized to do surety business in the State of Washington, in a sum to be set and approved by the Director of Public Works as sufficient to ensure performance of the Grantee's obligations under this franchise. The bond shall be conditioned so that the Grantee shall observe all of the covenants, terms and conditions and faithfully perform all of the obligations of this franchise, and to erect or replace any defective

work or materials discovered in the replacement of the City's streets or property within a period of two years from the date of the replacement and acceptance of such repaired streets by the City.

Section 11. Relocation. The Grantee agrees and covenants at its sole cost and expense, to protect, support, temporarily disconnect, relocate or remove from any street any of its installations, including abandoned facilities when so required by the City by reason of traffic conditions or public safety, dedications of new rights-of-way and the establishment and improvement thereof, widening and improvement of existing rights-of-way, street vacations, freeway construction, change or establishment of street grade, or the construction of any public improvement or structure by any governmental entity acting in a governmental capacity, provided that the Grantee shall in all cases have the privilege to temporarily bypass, in the authorized portion of the same street upon approval by the City, any section of pipeline required to be temporarily disconnected or removed. If the City determines that the project necessitates the relocation of the Grantee's then existing facilities, the City shall:

- A. At least sixty days (60) days prior to the commencement of such improvement project, provide the Grantee with written notice requiring such relocation;
- B. Provide the Grantee with copies of pertinent portions of the plans and specifications for such improvement project and a proposed location for the Grantee's facilities so that the Grantee may relocate its facilities in other City right-of-way in order to accommodate such improvement project; and
- C. After receipt of such notice and such plans and specifications, the Grantee shall complete relocation of its facilities at no charge or expense to the City so as to accommodate the improvement project at least five (5) days prior to commencement of the project.

The Grantee may, after receipt of written notice requesting a relocation of its facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise the Grantee in writing if one or more of the alternatives is suitable to accommodate the work, which would otherwise necessitate relocation of the facilities. If so requested by the City, the Grantee shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by the Grantee full and fair consideration. In the event, the City ultimately determines that there is no other reasonable alternative, the Grantee shall relocate its facilities as otherwise provided in this section.

The provisions of this section shall in no manner preclude or restrict the Grantee from making any arrangements it may deem appropriate when responding to a request for relocation of its facilities by any person or entity other than the City, where the facilities to be constructed by said person or entity are not or will not become City-owned, operated or maintained facilities, provided that such arrangements do not unduly delay a City construction project.

Section 12. Non-Exclusive Franchise Grant. This franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, along, over, through, under, below or across any of said streets, avenues, alleys or public rights-of-way of every type and description. Such franchise shall in no way prevent or prohibit the City from using any of said roads, streets or public rights-of-way, or affect the City's jurisdiction over them or any part of them, and the City shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication of same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new rights-of-way of every type and description.

Section 13. Forfeiture and Revocation. If the Grantee willfully violates or fails to comply with any of the provisions of this franchise, or through willful misconduct or gross negligence fails to heed or comply with any notice given the Grantee by the City under the provisions of this franchise, then the Grantee shall, at the election of the City Council, forfeit all rights conferred hereunder and this franchise may be revoked or annulled by the Council after a hearing held upon at least thirty (30) days notice to the Grantee. Prior to or at the hearing, the Grantee may request a reasonable time within which to remedy the default.

The City may elect, in lieu of the above and without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling the Grantee to comply with the provisions of this ordinance, and to recover damages, costs and attorney's fees incurred by the City by reason of the Grantee's failure to comply.

In addition to any other remedy provided herein, the City reserves the right to pursue any legal remedy to compel or force the Grantee to comply with the terms of this franchise, and the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a forfeiture or revocation for breach of the conditions herein.

Section 14. Insurance. The Grantee shall procure and maintain for the duration of this franchise, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to the Grantee, its officials, employees and representatives. The Grantee shall provide a copy of such insurance policy to the City for its inspection prior to the adoption of this franchise ordinance.

Before beginning work on the project described in this Agreement, the Grantee 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.
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 employer's liability.

3. Professional liability insurance with no less than \$1,000,000 per occurrence or claims made basis.

Any deductibles or self-insured retention's must be declared to and approved by the City. Payment of deductible or self-insured retention's shall be the sole responsibility of the Grantee.

The insurance policy obtained by the Grantee shall name the City, its officers, officials, employees, and volunteers, as additional insureds with regard to activities performed by or on behalf of the Grantee. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, or volunteers. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The Grantee's insurance shall be primary insurance as respects the City, its officers, officials, employees or volunteers. Any insurance maintained by the City, its officers, officials, employees and volunteers shall be in excess of the Grantee's insurance and shall not contribute with it. The insurance policy or policies required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice, by certified mail, return receipt requested, has been given to the City. Any failure to comply with the reporting provisions of the policies required herein shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Section 15. Assignment. This agreement may not be assigned or transferred without the prior, written approval of the City. The Grantee shall provide prompt, written notice to the City of any such proposed assignment. All of the provisions, conditions, regulations and requirements contained in this franchise ordinance shall be binding upon the successors and assigns of the Grantee, and all privileges of the Grantee shall inure to the successors and assigns as if they were mentioned herein.

Section 16. Abandonment of Facilities. Any plan for abandonment of any of Grantee's sewer lines or facilities installed under this franchise or any of its predecessors must be submitted to the City for its written consent. The City Public Works Director shall review the plan for abandonment prior to commencement of any work, and all necessary permits must be obtained prior to such work. The provisions of this Section shall survive the expiration, revocation or termination of this franchise ordinance.

Section 17. Modification. The City and the Grantee hereby reserve the right to alter, amend or modify the terms and conditions of this franchise upon written agreement of both parties to such alteration, amendment or modification.

Section 18. Integration. The written provisions and terms of this franchise ordinance shall supersede all prior verbal statements of either party, and any prior franchise ordinance between

the parties. Such statements or prior franchise ordinances shall not be effective or be construed as entering into, forming a part of, or altering in any manner whatsoever, this Agreement.

Section 19. Notice. Any notice or information required or permitted to be given to the parties under this franchise agreement may be sent to the following addresses unless otherwise specified:

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

Wollochet Harbor Sewer District  
P.O. Box 2166  
Gig Harbor, WA 98335  
Attn: Commissioner

Section 20. Binding Effect. All of the provisions, conditions, regulations and requirements contained in this franchise ordinance shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of the Grantee and all privileges, as well as all obligations and liabilities of the Grantee shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever the Grantee is mentioned herein.

Section 21. Compliance with Law. The Grantee, its subcontractors, employees and any person acting on behalf of the Grantee shall keep him/herself fully informed of all federal and state laws, and all municipal ordinances and regulations which in any manner affect the work or performance of the work authorized under this franchise ordinance, and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify the city, its officers, officials, agents employees or representatives against any claim or liability arising from or based upon the violation of any such laws and regulations.

Section 22. Survival. All of the provisions, conditions, and requirements of Sections 6, 7, 8, 9, 10, 11, 16, and 21 shall survive the City's franchise to the Grantee for the use of the areas mentioned in Section 1 herein, and any renewals or extensions thereof.

Section 23. Severability. If any section, sentence, clause or phrase of this franchise ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this franchise ordinance. In the event that any of the provisions of this franchise are held to be invalid by a court of competent jurisdiction, the parties reserve the right to renegotiate the grant of franchise and may amend, repeal, add, replace or modify any other provision of this franchise, or may terminate this franchise.

Section 24. Acceptance. This franchise is granted upon the express condition that the Grantee, within thirty (30) days after the adoption of this ordinance, shall file with the Clerk of the City a written acceptance of the same, and when so accepted by the Grantee shall constitute a contract between the City and Grantee for all of the uses, services and purposes herein set forth.

Section 25. Effective Date. This Ordinance shall take effect after at least one publication in the City's official newspaper, and after the \_\_\_\_\_ of \_\_\_\_\_ 2000, a period



consisting of thirty days after the Franchise Agreement is approved by City Council, as long as the Grantee has submitted an acceptance as required by Section 24 above.

PASSED BY THE COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON,  
AND APPROVED BY ITS MAYOR AT A REGULAR MEETING OF SAID COUNCIL HELD  
ON THIS \_\_\_\_\_ OF \_\_, 2000.

APPROVED:

\_\_\_\_\_  
GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

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

BY \_\_\_\_\_  
CAROL A. MORRIS

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

**SUMMARY OF ORDINANCE NO. \_\_\_\_\_**

of the City of Gig Harbor, Washington

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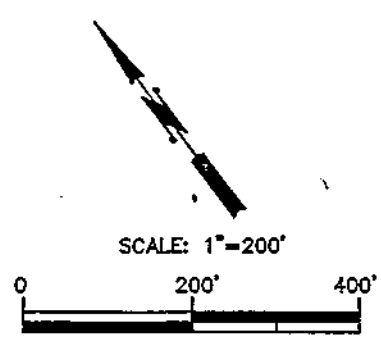
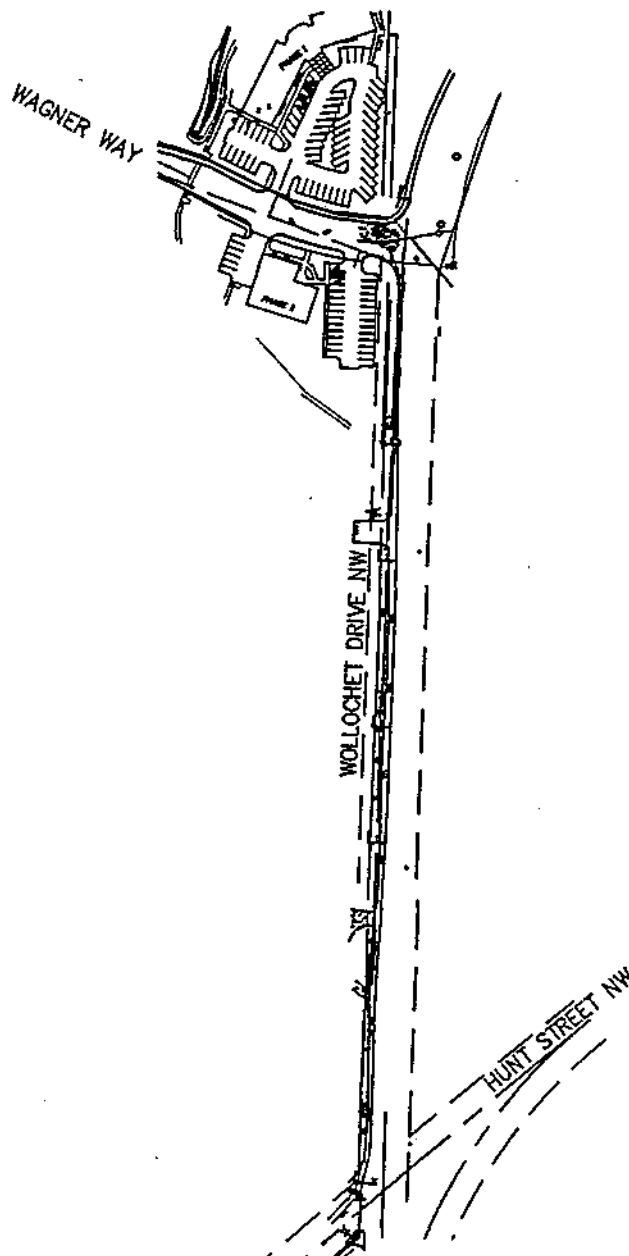
On the \_\_\_\_ day of \_\_\_\_\_, 2000, the City Council of the City of Gig Harbor, passed Ordinance No. \_\_\_\_\_. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, GRANTING TO WOLLOCHET HARBOR SEWER DISTRICT, A WASHINGTON UTILITY DISTRICT PROVIDING SEWER SERVICE WITHIN THE STATE OF WASHINGTON, THE RIGHT AND FRANCHISE TO USE AND OCCUPY THE STREETS, AVENUES, ROADS, ALLEYS, LANES AND OTHER PUBLIC RIGHTS-OF-WAY IN THE CITY OF GIG HARBOR, WASHINGTON, FOR A PERIOD OF TWENTY-FIVE YEARS, FOR CONSTRUCTING, MAINTAINING, REPAIRING, RENEWING AND OPERATING A SEWER SYSTEM AND ACCESSORIES WITHIN AND THROUGH THE CITY OF GIG HARBOR, WASHINGTON.


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

DATED this \_\_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_  
CITY ADMINISTRATOR, MARK HOPPEN



WOLLOCHET HARBOR  
SEWER DISTRICT  
EXHIBIT "A"  
WHITE CLOUD LIFT STATION AND FORCE MAIN



**Gray & Osborne, Inc.**  
CONSULTING ENGINEERS



*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: SECOND READING OF ORDINANCE**  
**- CONCURRENCY TYPOGRAPHICAL ERRORS**  
**DATE: JUNE 20, 2000**

*DRS*

**INTRODUCTION/BACKGROUND**

City staff noticed two typographical errors in the Concurrency Ordinance. The attached ordinance makes the necessary changes to the Concurrency Ordinance to correct the typographical errors.

**RECOMMENDATION**

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

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO DEVELOPMENT AND TRANSPORTATION IMPACTS, MAKING MINOR AMENDMENTS TO THE CITY'S CONCURRENCY REGULATIONS TO ADDRESS TYPOGRAPHICAL ERRORS; AMENDING SECTIONS 19.10.011 AND 19.10.012 OF THE GIG HARBOR MUNICIPAL CODE.**

WHEREAS, several typographical errors were discovered in the City's concurrency regulations, and the City desires to make the necessary changes to the Gig Harbor Municipal Code to correct the errors; Now, Therefore,

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

Section 1. Section 19.10.011 is hereby amended to read as follows:

19.10.011. Application for Capacity Evaluation. (1) An application for a CRC and the application for the underlying development permit, shall be accompanied by the requisite fee, as determined by City Council Resolution. An applicant for a CRC shall submit the following information to the Director, on a form provided by the Director together with a development application:

- A. Date of submittal.
- B. Developer's name, address and telephone number.
- C. Legal description of property as required by the underlying development permit application together with an exhibit showing a map of the property.
- D. Proposed use(s) by land use category, square feet and number of units.
- E. Phasing information by proposed uses, square feet and number of units, if applicable.
- F. Existing use of property.
- G. Acreage of property.
- H. Proposed site design information, if applicable.
- I. Traffic report prepared by a licensed professional engineer who is practicing as a traffic engineer;
- J. Written consent of the property owner, if different from the developer;
- K. Proposed ~~allocation~~ request of capacity by legal description, if applicable.

\* \* \*

Section 2. Section 19.10.012 is hereby amended to read as follows:

19.10.012. Submission and acceptance of an application for a CRC.

\* \* \*

C. **Additional Information.** An application for a CRC is complete for purposes of this section when it meets the submission requirements in GHMC ~~19.10.010~~ 19.10.011. The Determination of Completeness shall be made when the application is sufficiently complete for review even though additional information may be required or project modifications may be undertaken subsequently. The Director's Determination of Completeness shall not preclude the Director's ability to request additional information or studies whenever new information is required, or substantial changes are made to the proposed project.

\* \* \*

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

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

APPROVED:

\_\_\_\_\_  
MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

BY \_\_\_\_\_

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



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

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: *Patricia* PATRICIA IOLAVERA, INTERIM DIRECTOR, PLANNING AND BUILDING**  
**SUBJECT: FIRST READING ADOPTING FINDINGS AND FACTS FOR CONTINUING MORATORIUM ON PUDs AND PRDs**  
**DATE: JUNE 22, 2000**

#### **BACKGROUND/INTRODUCTION**

Attached for Council's consideration are the Findings and Facts for the continuation of the moratorium on permit applications under 17.89 Planned Residential Development and 17.90 – Planned Unit Development and of the Gig Harbor Municipal Code for a period of not more than six months, during which time the Planning Commission will hold public hearings and address perceived problems.

#### **POLICY ISSUES**

The proposed moratorium will preclude the vesting of applications under chapters 17.89 and 17.90 of the Gig Harbor Municipal Code during the time those chapters are being reviewed.

#### **FISCAL IMPACT**

The proposed amendments would not have any fiscal impact respective to city revenues.

#### **RECOMMENDATION**

This is the first reading of the Findings and Facts. Documents pertinent to Council's review are attached.

ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, ADOPTING FINDINGS OF FACT AND CONCLUSIONS TO JUSTIFY THE CONTINUED IMPOSITION OF A SIX-MONTH MORATORIUM UNDER RCW 36.70A.390 ON THE ACCEPTANCE OF APPLICATIONS FOR PLANNED UNIT DEVELOPMENTS UNDER CHAPTER 17.90 AND PLANNED RESIDENTIAL DEVELOPMENTS UNDER CHAPTER 17.89 OF THE GIG HARBOR MUNICIPAL CODE, ESTABLISHING A WORK PLAN FOR PUBLIC PARTICIPATION AND PLANNING COMMISSION HEARINGS, DEFINING THE DEVELOPMENT APPLICATIONS SUBJECT TO THE MORATORIUM, AND AFFIRMING THE EMERGENCY NATURE OF THE MORATORIUM IMPOSED ON MAY 8, 2000.

---

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

WHEREAS, RCW 36.70A.390 requires that the City hold a public hearing on the moratorium within 60 days of its adoption, and that the City Council adopt findings of fact and conclusions to justify the continued imposition of the moratorium; and

WHEREAS, the City Council stated its intent, at the May 8, 2000 meeting, to schedule this public hearing for June 12, 2000; and

WHEREAS, on June 12, 2000, at a regular City Council meeting, the City Council held the public hearing, accepted testimony for all members of the public desiring to be heard; and



WHEREAS, on June 12, 2000, the City Council deliberated on the issue whether to maintain the moratorium, and voted to continue the moratorium as described in this Ordinance;

Now, therefore,

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

Section 1. Definitions. For the purpose of this Ordinance, the following definitions shall apply:

A. **Exempt Development Permits** shall include any planned unit development application or planned residential development application which was complete and submitted to the City on the effective date of this Ordinance or any planned unit development or planned residential development that has already received final approval by the City. In addition, exempt development permits@ include any other land use, subdivision or development approval that is not described as a non-exempt development permit in subsection B below.

B. **Non-Exempt Development Permits** shall include any planned unit development application or planned residential development application which was submitted to the City but was not complete on the effective date of this Ordinance, as well as any planned unit development or planned residential development applications that are submitted to the City after the effective date of this Ordinance.

Section 2. Adoption of Findings of Fact. As required by RCW 36.70A.390, the City Council hereby adopts the following findings of fact to support the continued imposition of the City's six (6) month moratorium on the acceptance of non-exempt development applications:

A. Purpose. The purpose of this moratorium is to allow the City adequate time to (a) hold hearings on and consider an ordinance amending or repealing its current planned unit development chapter (chapter 17.90 GHMC) and planned residential developments (chapter 17.89 GHMC); and (2) allow the Planning Commission the necessary time to hold a public hearing(s) on the need for amended or repealed planned unit development and planned residential development regulations; (3) allow the Planning Commission to develop a recommendation to the Council; and (4) allow the City Council to consider the Planning Commission recommendation. These activities must be performed during a moratorium on the acceptance of non-exempt development permits, so that a property owner cannot vest to existing regulations (if the current chapters 17.90 and 17.89 GHMC are not repealed) which may be substantially changed during this process. The courts have recognized that municipalities may need to adopt immediate moratoria without notice so that developers could not frustrate long-term planned by obtaining vested rights to develop their property, thereby rendering new development regulations moot. Matson v. Clark County Board of Commissioners, 79 Wn. App. 641, 904 P.2d 317 (1995).

B. Interim Planning Director Testimony. During the public hearing, Patricia Iolavera, interim planning director, described the planned unit development and planned residential development process in Gig Harbor. Ms. Iolavera testified that PUDs and PRDs are floating zones and are allowed in any zoning designation in the City. The concern of the Planning Department is that the regulations for PUDs are vague in detail. The regulations are discretionary, which allows the developer to negotiate the PUD and its conditions with the Planning Department. In the Planning Departments' experience, PUDs have not been well received by the public because most property owners have expectations regarding the underlying zoning of their property. For

example, property owners in an R-1 zone believe that development in that zone will resemble the development described in the Zoning Code under the R-1 zoning designation. These property owners are surprised to learn that the development standards in an R-1 zone can be changed through the PUD process.

Ms. Iolavera recommended that amendments be proposed to the PUD and PRD chapters in the Zoning Code for clarity as well. She believes that these provisions need to be clear for purposes of administration and to implement the legislative intent of the City Council in its adoption of the Comprehensive Plan and Zoning Code.

Ms. Iolavera noted that her research disclosed that the PUD and PRD processes were adopted in the 1980's, prior to the Growth Management Act. While the PUD and PRD processes may still be a good planning tool, she recommended that they be reviewed in conjunction with the City's Comprehensive Plans, adopted under GMA.

C. Public Testimony.

1. Marian Berejikian, Peninsula Neighborhood Association, requested that the moratorium be imposed and that the City work on the regulations.
2. Nicholas Natiello, supports the moratorium and believes that the PUD and PRD chapters are outdated.
3. Tiffany Spears, opposed to the moratorium, and believes that if the City does impose the moratorium, it should not be longer than six months.
4. John Meyers, PNA, supports the moratorium, and is researching PUDs in other cities.

5. Linda Gair, supports the moratorium, and calls the PUD process a poorly defined variance.

6. Jeff Backhurt, Pierce County Association of Realtors, has concerns about the need for a moratorium, and did not believe there to be any emergency.

7. Jim Franich, believes that any issue threatening the uniqueness of this area should be carefully reviewed.

8. Rich Yasgar, states that the City should not plan in a hurry, and that PUDs and PRDs should be well-thought out planning tools.

B. City Attorney. Carol Morris, City Attorney, provided the Council with information regarding recent court cases. In Citizens v. Mount Vernon, 133 Wn.2d 861 (1997), the Washington Supreme Court reaffirmed that PUDs are rezones, and that rezones may only be approved if there is a showing of a substantial change in circumstances since the last rezoning. The City's regulations on PUDs and PRDs need to be amended to add this criterion. In addition, the fact that PUDs and PRDs are floating zones, and are allowed on all zoning designations in the City, was not analyzed in the City's Comprehensive Plan. Because the PUD and PRD regulations were adopted pre-GMA, the City Attorney recommended that this issue be reviewed to ensure consistency.

D. Council Deliberations. The City Council deliberated after public testimony was provided. In general, the Council agreed that changes were required to the PUD and PRD chapters. However, at least one Councilmember recognized that GMA encourages density, and PUDs and PRDs are planning tools to address the impacts of density on surrounding zones. The Council was concerned about imposing any moratorium, and wanted to be sure that the

moratorium would not be extended beyond six months. The Council also expressed their desire that the public be given as much opportunity as possible to comment on the PUDs and PRD processes during the moratorium.

E. Work Plan. The Council discussed imposition of the six-month moratorium with a work plan, attached hereto as Exhibit A.

Section 3. Moratorium Continued. In light of the above, the City Council hereby continues the moratorium imposed on May 8, 2000, on the acceptance of all non-exempt development permit applications for property within the City limits.

Section 4. Duration of the Moratorium. The moratorium continued by this Ordinance commenced on May 8, 2000, and shall terminate on November 8, 2000, or at the time that the tasks described in the work plan (attached hereto as Exhibit A and incorporated herein by this reference) have been completed, whichever is sooner. The Council shall make the decision to terminate this moratorium by ordinance, and termination shall not otherwise be presumed to have occurred.

Section 5. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 6. Declaration of Emergency. The City Council hereby declares that this Ordinance take effect immediately upon passage by a majority vote plus one of the whole membership of the Council, and that the same is not subject to a referendum (RCW 35A.12.130). Without an immediate moratorium on the City's acceptance of non-exempt development

applications for property, such applications could become vested under regulations subject to imminent change by the City in its development regulation revision process. This Ordinance does not affect any existing vested rights, nor will it prohibit all development in the City, because those property owners with exempt applications/permits and previously obtained approvals for development may proceed with processing or development, as the case may be.

Section 7. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 9. Effective Date. This ordinance shall take effect and be in full force immediately upon passage as set forth in Section 7.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this \_\_\_th day of \_\_\_\_\_, 2000.

CITY OF GIG HARBOR

\_\_\_\_\_  
GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: \_\_\_\_\_  
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

By: \_\_\_\_\_  
CAROL A. MORRIS

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

SUMMARY OF ORDINANCE NO. \_\_\_\_

of the City of Gig Harbor, Washington

---

On \_\_\_\_\_, 2000, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. \_\_\_\_\_, the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, ADOPTING AN IMMEDIATE MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR PLANNED UNIT DEVELOPMENTS UNDER CHAPTER 17.90 OF THE GIG HARBOR MUNICIPAL CODE, TO BE EFFECTIVE FOR A PERIOD OF SIX MONTHS, TO ALLOW FOR THE CONSIDERATION OF AN ORDINANCE REPEALING THE EXISTING CHAPTER 17.90 GHMC AND FOR THE PLANNING COMMISSION TO INITIATE A WORK PLAN FOR PUBLIC HEARINGS AND THE DEVELOPMENT OF RECOMMENDATIONS FOR NEW PLANNED UNIT DEVELOPMENT REGULATIONS; DEFINING THE DEVELOPMENT APPLICATIONS SUBJECT TO THE MORATORIUM, SETTING A DATE FOR THE PUBLIC HEARING ON THE MORATORIUM AND DECLARING AN EMERGENCY NECESSITATING THE IMMEDIATE ADOPTION OF A MORATORIUM.

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

APPROVED by the City Council at their meeting of \_\_\_\_\_, 2000.

---

MOLLY TOWSLEE, CITY CLERK





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

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

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR**  
**SUBJECT: WELL NO. 3 PUMP REPLACEMENT PROJECT - CWP-0022**  
**- CONTRACT AWARD**  
**DATE: JUNE 20, 2000**

*DRS.*

**INTRODUCTION/BACKGROUND**

The City's Water Well No. 3 is currently the City's largest producer of water to the citizens of Gig Harbor. Recently, Well No. 3 water production has decreased from a pumping rate of 770 GPM to 580 GPM due to motor and pump wear. Because this well is our largest producer, it is vital that we replace this pump motor with a reliable and efficient assembly.

The Public Works Staff developed plans and specifications for the replacement of the pump, motor, column, electrical wire in accordance with the state of Washington and the City provisions for Small Works and Small Works Roster projects.

Pump Tech Inc. located in Bellevue was the successful bidder at eighty-nine thousand four hundred fifteen dollars and thirty-six cents (\$89,415.36), and has the experience and ability to perform the work.

**POLICY/FISCAL CONSIDERATIONS**

Currently, there is no budgeted objective for this project, however excess water capital project asset funds are available for this work.

**RECOMMENDATION**

I recommend that the Council move and approve execution of the contract with Pump Tech Inc., in an amount not to exceed eighty-nine thousand four hundred fifteen dollars and thirty-six cents (\$89,415.36).

**WELL NO. 3 PUMP REPLACEMENT PROJECT**  
**CWP-0022**

**CONTRACT**

THIS AGREEMENT, made and entered into, this \_\_\_\_ day of \_\_\_\_\_, 2000, by and between the City of Gig Harbor, a Charter Code city in the State of Washington, hereinafter called the "City", and Pump Tech Inc, hereinafter called the "Contractor."

**WITNESSETH:**

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary the removal of the existing pump, installation of a Goulds 11CLC vertical lineshaft turbine pump, 8-inch x 1-1/2-inch column, ductile iron foot valve, discharge head assembly, and other work, all in accordance with the special provisions and standard specifications, and shall perform any changes in the work, all in full compliance with the contract documents entitled "Well No. 3 Pump Replacement Project, CWP-0022," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said contract documents, including the schedule of prices in the "Proposal," the sum Eighty nine thousand four hundred fifteen hundred dollars and thirty-six cents ( \$89,415.36), subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.
2. Work shall commence and contract time shall begin on the first working day following the tenth (10th) calendar day after the date the City executes the Contract, or the date specified in the Notice to Proceed issued by the City's Public Works Director, whichever is later. All physical contract work shall be completed within one-hundred fifty (150)-calendar days.
3. The Contractor agrees to pay the City the sum of \$ 89.00 per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
4. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
5. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Bid Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Washington State Department of Transportation's "1998 Standard Specifications for Road, Bridge, and Municipal Construction," including the American Public Works Association (APWA) Supplement to Division 1.
6. The City agrees to pay the Contractor for materials furnished and work performed in the manner and at such times as set forth in the Contract Documents.

CONTRACT: Well No. 3 Pump Replacement Project, CWP-0022


- 7. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
- 8. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed the day and year first hereinabove written:

CITY of GIG HARBOR:

CONTRACTOR:

\_\_\_\_\_  
 Gretchen A. Wilbert, Mayor  
 City of Gig Harbor  
 Date: \_\_\_\_\_

  
 \_\_\_\_\_  
 Print Name: DOUG W DAVIDSON  
 Print Title: PRESIDENT  
 Date: 6/20/00

ATTEST:

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

APPROVED FOR FORM:

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



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

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

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR**  
**SUBJECT: RESOLUTION FOR ALEA GRANT APPLICATION**  
**- SCOFIELD PROPERTY - TIDELANDS PROPERTY ACQUISITION**  
**DATE: JUNE 21, 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 Department of Natural Resources offers a grant program, Aquatic Lands Enhancement Account (ALEA) to assist communities in providing conservancy protection through a land use agreement or acquisition. The DNR's 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 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 ALEA grant application requests \$750,000, which is approximately 50% of the total anticipated acquisition cost of the property. The City is applying for an IAC-Washington Wildlife and Recreation Program grant for \$750,000. If however the City is unable to obtain the required grant to match the IAC contribution the City will withdraw the ALEA 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 ALEA application 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 the DNR.

#### **FISCAL CONSIDERATIONS**

No City funds will be expended for this property acquisition.

#### **RECOMMENDATION**

Staff recommends that Council adopt the attached resolution for DNR's funding participation for acquisition of the Scofield property under the Aquatic Lands Enhancement Account program.

**CITY OF GIG HARBOR  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR,  
WASHINGTON, AUTHORIZING APPLICATION FOR FUNDING ASSISTANCE  
FOR AN AQUATIC LANDS ENHANCEMENT ACCOUNT PROJECT TO THE  
DEPARTMENT OF NATURAL RESOURCES AS PROVIDED IN CHAPTER  
79.24.580 RCW.**

---

A resolution authorizing application for funding assistance for an Aquatic Lands Enhancement Account project to the Department of Natural Resources.

WHEREAS, under the provisions of Chapter 79.24.580, RCW, state funding assistance has been authorized and made available to aid in financing the cost of land and the construction of facilities for public access to, and enhancement of, state-owned aquatic lands, and

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;

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

1. That the mayor be authorized to submit an application to the Department of Natural Resources for funding assistance for an Aquatic Lands Enhancement Account project;
2. That any fund assistance so received will be used for implementation of the project referenced above;
3. That the City's 50% matching share for the project will be derived from a contribution from the Washington Wildlife and Recreation Coalition-Water Access Program prior to execution of the grant agreement;
4. That any property acquired with financial aid through the Aquatic Lands Enhancement Account be maintained for the purpose of habitat protection and/or public access in perpetuity and in accordance with the terms of the grant agreement approved by the Department of Natural Resources;
5. That any developed facilities financed through the Aquatic Lands Enhancement Account be maintained by the City for 25 years or longer;

6. That this resolution become part of a formal application to the Department of Natural Resources; and
7. That adequate notification has been given and opportunity provided for public input.

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 Police Dept.*  
3105 JUDSON STREET  
GIG HARBOR, WASHINGTON 98335  
(253) 851-2236

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MITCH BARKER, CHIEF OF POLICE** *mb*  
**SUBJECT: MAY INFORMATION FROM PD**  
**DATE: JUNE 15, 2000**

The May 2000 activity statistics are attached for your review.

The Reserves volunteered 211 hours in May. This was divided between patrol, training, and community events. Twenty-three hours of this time was spent on bicycle patrol near the high school.

The Marine Services Unit had 31.5 hours of service in May. Almost all of this time was spent on actual water patrol duties.

Four officers worked a total of 72 hours of bicycle patrol in May. We hope to maintain a high visibility on the bikes through the warmer months.



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

## GIG HARBOR POLICE DEPARTMENT

### MONTHLY ACTIVITY REPORT

May 2000

	<u>MAY</u> <u>2000</u>	<u>YTD</u> <u>2000</u>	<u>YTD</u> <u>1999</u>	<u>% chg to</u>
CALLS FOR SERVICE	436	2006	1865	+ 7
CRIMINAL TRAFFIC	14	88	96	- 8
TRAFFIC INFRACTIONS	72	378	478	- 20
DUI ARRESTS	4	35	27	+ 29
FELONY ARRESTS	6	40	16	+ 150
MISDEMEANOR ARRESTS	23	121	128	- 5
WARRANT ARRESTS	5	29	48	- 39
CASE REPORTS	90	564	487	+ 15
REPORTABLE VEHICLE ACCIDENTS	18	99	69	+ 43



## Towslee, Molly (Gig Harbor)

---

**From:** Carol Renee Wissmann [bellemann@hotmail.com]  
**Sent:** Wednesday, June 21, 2000 9:06 PM  
**To:** towsleem@lesa.net; markr@pti.net; councilwomanowel@harbornet.com  
**Cc:** bdick@harbornet.com  
**Subject:** Bridge Tolls

I cannot make the council mtg. While I am wholeheartedly in favor of a new bridge, I agree that it is too big a financial burden to be born primarily by bridge travelers. Look at the beautiful I-90 bridge between Seattle & Bellevue. It was not funded by tolls. I do not mind tolls, but \$3/trip is way too steep---esp. since we gain very little---one carpool lane & some shoulder. I was very disappointed that there was not to be more lanes.

Carol Wissmann

---

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## Towslee, Molly (Gig Harbor)

---

**From:** htwg@webtv.net  
**Sent:** Friday, June 23, 2000 10:43 PM  
**To:** towsleem@lesa.net; councilwomanowel@harbornet.com; bdick@harbornet.com; franka@harbornet.com  
**Subject:** EIS - Narrows Bridge

Dear Council Members:

We are unable to attend the meeting on Monday, the 26th, but we urge you to appeal the Environmental Impact Statement on the Narrows Bridge and to provide information to prove the need for financial support from the State and Federal Government. This project will have a devastating effect on our community and the State should be forced to address this issue.

Thank you for your consideration.

Sincerely,  
Lois and Bob Hartwig

**Towslee, Molly (Gig Harbor)**

---

**From:** Julian Schmidtke [j.schmidtke@worldnet.att.net]

**Sent:** Saturday, June 24, 2000 5:03 PM

**To:** towsleem@lesa.net

**Subject:** Narrows Bridge Tolls

Dear Gretchen; Steve; John;& Derek; Leslie and I will be out of town the evening of the very important meeting regarding the Narrows Bridge project. We would like you to know our position on this matter. We oppose the \$ 3.00 toll as we feel that it would be to great a burden on the community of Gig Harbor and the surrounding area. We feel that the entire State of Washington should pay the bill to build the bridge. Many of our friends and customers feel the same way as we do. Keep up the good work, we can defeat this project. Thankyou, Julian & Leslie Schmidtke

6/26/00

## **Towslee, Molly (Gig Harbor)**

---

**From:** Kdewire@aol.com  
**Sent:** Wednesday, June 21, 2000 3:48 PM  
**To:** towsleem@lesa.net; markr@pti.net; councilwomanowel@harbornet.com;  
bdick@harbornet.com; franka@harbornet.com  
**Subject:** Oppose UI-DOT Bridge Project

Good People: I oppose the UI-DOT Narrows Bridge Project as unnecessary,  
damaging to this community, poorly designed and with a wasteful and  
improper  
funding scheme. Sincerely, Kenneth S. Dewire

## Towslee, Molly (Gig Harbor)

---

**From:** constance kelley [constancekelley@email.msn.com]  
**Sent:** Saturday, June 24, 2000 8:50 AM  
**To:** towsleem@lesa.net; markr@pti.net; councilwomanowel@harbornet.com;  
bdick@harbornet.com; franka@harbornet.com  
**Subject:** Yes to cahllenging the Narrows bridge toll

Hello,

I will introduce myself as a proud citizen of Gig Harbor. I have lived here 12 years and before that a Puget sound resident. I am a single mother of two boys whom are also proud of their city. One attends middle school the other will be a fifth grader in the fall both of these young men are already talking about college.

I want the city to challenge the environmental Impact statement on the second Narrows Bridge because it will affect myself and children economically. I am a part of the community who truly will be hurt by the toll. I have a small house cleaning business with a few clients off the Jackson street area. If I must pay a toll it will reduce my already lower income and probably force me to drop that area of business. I have already left a job at Tacoma Community College because the heavy traffic commute created stressors in our lives. Now the bridge will handicap me even more. I do not feel because I'm not in the privileged upper income bracket my family should have to consider moving again.

My children will be attending college in six years and the toll will affect them as well. I already know they will need to live at home the first couple years of college and then transfer to a four year due to economics. WE are a family that looks forward to prospering with our goals but the bridge toll will slow that vision.

That is why I am writing to ask Mayor Wilbert, Steven Ekberg, Mark Robinson, Marilyn Owel, John Picinich, Derek Young, Bob Dick and Frank Ruffo to unite and challenge the Environmental Impact Statement on the second Narrows Bridge with the consideration of the economical impact on many of the citizen of Gig Harbor and the outlining areas.

Thank you for all of your representation.

Sincerely,

Constance Kelley and her sons

## Towslee, Molly (Gig Harbor)

---

**From:** ARTHUR E WHITSON [agene@juno.com]  
**Sent:** Thursday, June 22, 2000 1:52 PM  
**To:** Frank@harbornet.com; bdick@harbornet.com; towsleem@lesa.net;  
Councilwomanowel@harbornet.com; Mark@pti.net  
**Subject:** Appeal of Environmental Impact Statement on the Narrow Bridge Project

Dear Cioty Council Member,

I urgently request that the council file an appeal on the EIS on the narrows bridge project. I feel it is way past time that the state of WA be required to consider the wishes of the people impacted by the presently proposed project. To date the only information presented by the contractor and the State has been a conglmeration falsehoods. There is no way that our small comunity can afford the actual expense of this bridge which will no doubt be almost twice what has been presented.

A strong stand by our City Council is our only hope for the future well being of our community.

Thank you

Arthur E. Whitson  
9820 41st Ave.  
Gig Harbor, WA 98332

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4 PGs

fax to

Big Harbor Mayor  
and All Council  
Members

RE 6-26-00 Meeting

Please see that all members  
of the City Council and the  
Mayor receive a copy of  
this email.

Thank you

Jim Egan Sr.  
3414 Harborview  
Big Harbor

851-8563

**From:** Postmaster <Postmaster@email.msn.com>  
**To:** tomikent@email.msn.com <tomikent@email.msn.com>  
**Date:** Wednesday, June 21, 2000 12:17 AM  
**Subject:** Nondeliverable mail

---

-----Transcript of session follows -----

Connection to mail.lesa.net. with Ip Address 192.103.180.25 failed from email.msn.com-  
207.46.181.30

towsleem@lesa.net

Server received Winsock error Connection timed out.

markr@pti.net

550 <markr@pti.net>... User unknown



**From:** tomikent <tomikent@email.msn.com>  
**To:** towsleem@lesa.net <towsleem@lesa.net>  
**Cc:** franka@harboret.com <franka@harboret.com>; bdick@harboret.com <bdick@harboret.com>; councilwomanowel@harboret.com <councilwomanowel@harboret.com>; markr@pti.net <markr@pti.net>  
**Date:** Tuesday, June 20, 2000 5:41 PM  
**Subject:** Public Hearing - EIS Challenge

---

As elected public citizens you are charged with the responsibility to protect and maintain the public citizens of your community. The current situation of the Narrows Bridge is neither protecting nor maintaining public safety. It is a dangerous situation which only becomes more dangerous as it is delayed. The only way east from the GH peninsula is the Narrows Bridge, Southworth or Bremerton ferries, or through Shelton and Olympia. In the recent past we have had to use those optional methods far more frequently than should be necessary.

A few years ago I was rushed to Tacoma General via ambulance as the paramedics were unable to revive me after a fainting incident. Had the bridge been closed my medical plan (then or now) would have paid for the cost of helicoptering me 8 miles to the hospital, Would yours? Would you as public officials paid for the care, education and upbringing of my children had I not survived the trip because of a closure?

Nor does the foolishness of opposing the second span just because some people don't want to pay a toll make sense. The GH peninsula will continue to grow despite the best efforts of the PNA and its supporters just as it has continued to grow throughout the 24 years I have lived in GH. The refusal to allow a second span does not help or preserve the day-to-day lives of GH residents. I does however continue to allow the costs to escalate while vital funds are being diverted to pay for frivolous lawsuits. And, I believe the challenge of the EIS is an unwarranted delay and does nothing other than continue to increase the ultimate cost of construction.

As to the public/private contract being utilised in this instant: this is more and more common in public works projects throughout the Pacific NW and the entire US. I also believe that such a contract allows for closer supervision than allowing the funding to rest solely in the hands of governmental agencies. You have all heard cases of the "fleecing of America".

I further believe that these constant challenges are a misappropriation of public funds. Please, as public officials, fulfil your responsibility to protect and maintain the public safety of those of us who use the bridge, whether daily as I do, or once a year.

Dear Friends and Neighbors,

June 2000

This is a special request that you attend the Gig Harbor City Council meeting on Monday the 26<sup>th</sup> at City Hall. The Council will consider filing an appeal of the Environmental Impact Statement (EIS) on the Narrows Bridge project. The appeal would force the State to reveal the economic impacts of tolls on our community.

The recent financing plan for the bridge estimates that \$4 BILLION will be collected—that is an average of \$110 Million each year for 3 miles of carpool lanes! Can our community afford this? The EIS does not address the issue.

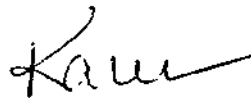
At the initial \$3 toll my family will pay almost \$3000 a year. How does that compare to all the other taxes we pay? Would we be willing to approve future bonds and levies for schools, fire, library and parks? Can you afford this? Can your family afford this? The EIS states there will be some winners and some losers. Which one are you? The Council wants to hear from you.

Shouldn't our State and Federal transportation taxes be used for this project as has been done throughout the State for other projects? \$4 Billion is far too great a financial burden for the relatively small population on the Peninsulas and Gig Harbor. Appeal of the EIS is the only way to prove that the bridge project should receive state and federal funding.

Please attend on the 26<sup>th</sup>. Thank the Council for providing a forum for city residents to speak with their elected representatives. Ask the Council to appeal the EIS and provide information proving the need for financial support from the State and Federal Government.

Letters, phone calls, and email are not as effective as the power of your attendance at the meeting. Your presence will show support even if you choose not to speak to the Council. This may be the final opportunity for you to influence bridge financing before it's too late.

See You There,  
Karen Biskey



Gig Harbor Mayor and Council Members

Gretchen Wilbert, Mayor towsleem@lesa.net	851-8136	John Picinich towsleem@lesa.net	858-9082
Steven Ekberg towsleem@lesa.net	851-7937	Derek Young towsleem@lesa.net	858-2453
Mark Robinson markr@pti.net	858-3312	Bob Dick bdick@harbornet.com	858-8819
Marilyn Owel councilwomanowel@harbornet.com	858-3481	Frank Ruffo franka@harbornet.com	858-9289

**/O=LAW ENFORCEMENT SUPPORT AGENCY/OU=LESA/CN=GIG HARBOR ADDRESSES/CN=T**

**From:** Terry Tuell [beardman@aa.net]  
**Sent:** Monday, June 26, 2000 7:42 PM  
**To:** franka@harboret.com; bdick@harboret.com; towsleem@lesa.net;  
councilwomanowel@harboret.com  
**Subject:** Council Meeting

Just wanted you to know we were at the meeting (Terry and Linda Tuell) and could not get in. We were among over 50 people who had a similar problem. I hope you take that into consideration when you make your decision.  
Thanks!

**/O=LAW ENFORCEMENT SUPPORT AGENCY/OU=LESA/CN=GIG HARBOR ADDRESSES/CN=T**

**From:** Terry Tuell [beardman@aa.net]  
**Sent:** Monday, June 26, 2000 6:23 PM  
**To:** towsleem@lesa.net; markr@pti.net; councilwomanowel@harbornet.com;  
bdick@harbornet.com; franka@harbornet.com  
**Subject:** Narrows Bridge

My wife and I (Linda and Terry Tuell/6555 Snug Harbor Lane) have not become involved in the "Bridge Controversy" because we thought it was a predetermined project by the DOT given the bridge vote (we both voted against the bridge because of the tolls and non-involvement by the state and the private aspect of the project) and how it was set up to be OK'd by the people who don't use the bridge or had really no idea of what the project was all about! However, we decided to make you aware of our desire NOT to have the bridge built under the current terms and cost of the structure. ANYTHING GIG HARBOR CAN DO TO STOP THE PROJECT WILL BE SUPPORTED BY US.

Thanks for reading this.

**/O=LAW ENFORCEMENT SUPPORT AGENCY/OU=LESA/CN=GIG HARBOR ADDRESSES/CN=T**

**From:** edith morey [elmorey@libertybay.com]  
**Sent:** Monday, June 26, 2000 8:12 PM  
**To:** towsleem@lesa.net  
**Subject:** public hearing

We were unable to attend the meeting regarding tolls of the bridge.  
We feel the City of Gig Harbor should challenge the environmental impact  
statement.

Nelson & Edith Morey.

**Towslee, Molly (Gig Harbor)**

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**From:** James (Buck) Frymier [ncm@harbornet.com]  
**Sent:** Friday, June 30, 2000 9:11 AM  
**To:** Frank Ruffo; Bob Dick; Derek Young; Marilyn Owel; Mark Robinson  
**Subject:** Appeal of EIS on Narrows Bridge

Dear Mayor and Council Members: Re your letter of June 2000, presuming the content you shared with us is accurate, I believe the EIS should be appealed, if for no other reason than to bring to light the true situation re tolls, and opening the door to potential state and federal funding. I do not believe the bridge costs should be borne by tolls only, without state and federal funding as well. I could not make the meeting the 26th, but this is how I feel. Regards, Buck Frymier 851-9729