

Gig Harbor City Council Meeting



September 13, 1999

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
September 13, 1999

CALL TO ORDER:

CONSENT AGENDA:

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

1. Approval of the Minutes of the August 23, 1999, City Council Meeting.
2. Correspondence / Proclamations:
 - a) Proclamation - Constitution Week.
3. Approval of Payment of Bills for August 23, 1999:
Checks # 23143 through #23245 in the amount of \$283,643.63.
4. Approval of Payment of Bills for September 13, 1999:
Checks #23246 through #23313 in the amount of \$135,352.66.
5. Approval of Payroll for the Month of August:
Checks #18667 through #18826 in the amount of \$287,653.66.
6. Street Pavement Marking - Contract Award.
7. Bayridge Avenue Improvement Project - Bid Award.
8. IAC Grant Agreements - Skateboard Park & Grandview Athletic Field Maintenance.
9. Liquor License Approval, Change of Ownership - Round Table Pizza.
10. Liquor License, Reconsideration Request Denied - Gig Harbor Gasoline LLC.
11. Liquor License Renewals- Hy-Iu-Hee-Hee.

OLD BUSINESS:

1. Second Reading of Ordinance - Donation from Peninsula Computers to Skateboard Park.
2. Shorecrest Community Sewer System Easement - Quit Claim Deed.

NEW BUSINESS:

1. First Reading of Ordinance - Donation from NW Snowboards to Skateboard Park.
2. First Reading of Ordinance - Reducing Bingo and Raffles Tax.
3. Resolution Adopting the Gig Harbor/Key Peninsula Regional Emergency Plan.
4. Agreement for On-Line Access G.I.S. - Pierce County.

PUBLIC COMMENT/DISCUSSION:

COUNCIL COMMENTS:

STAFF REPORTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Public Hearing on Impact Fees - Regular Council Meeting of September 27, 1999.

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

ADJOURN:

✓

DRAFT

REGULAR GIG HARBOR CITY COUNCIL MEETING OF AUGUST 23, 1999

PRESENT: Councilmembers Ekberg, Platt, Owel, Dick, Picinich, Markovich and Mayor Wilbert. Councilmember Young was absent.

CALL TO ORDER: 7:03 p.m.

PUBLIC HEARING: Six-Year Transportation Improvement Plan - 2000 - 2005.

Mayor Wilbert opened this public hearing and asked Wes Hill, Public Works Director, to give an overview of the proposed plan. Mr. Hill explained that the ordinance before Council was a requirement of RCWs and emphasized that changes could occur to the plan over the years. He gave an overview of the proposed projects and the main features for the year 2000.

Councilmember Dick asked about funding sources and construction timing for the East/West Road and how Initiative 695 may affect the financing of the project. Wes Hill and Mark Hoppen addressed his concerns. Councilmember Dick also asked if the state or county had set aside SEPA fees for projects along the SR-16 Corridor that may affect projects on the city's six-year plan. Wes explained that he was unaware if any funds had been set aside to participate in improvements. He added that any funds that had been collected from development previous to the annexation had already been spent on the Pt. Fosdick/Olympic Drive improvements. Mark Hoppen explained that the city had an interlocal settlement agreement with Pierce County that would allow discussion regarding money being spent in our jurisdiction for impacts from projects in the county.

Marie Sullivan - Gig Harbor Peninsula Chamber of Commerce. Ms. Sullivan asked about the project listing for a downtown parking lot, and whether a location had been identified. Mark Hoppen explained that no location is currently available. Wes Hill added that the project completion date should be modified to read 2002, and it was in the plan as a place-holder. Ms. Sullivan then asked about funding through impact fees. Wes explained that the figures in the document assume both a combination of impact fees and grant funding.

Mayor Wilbert closed the public hearing on this agenda item at 7:34 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 the August 9, 1999, City Council Meeting.
2. Correspondence / Proclamations:
 - a) WFOA Distinguished Budget Award - Gig Harbor 1999 Budget.
 - b) Proclamation - National Be Aware and Prepare Month.
3. Liquor License Application Denied: Central B.P.

MOTION: Move to approve the consent agenda as presented.
Picinich/Owel - five members voted in favor. Councilmember Platt
abstained.

OLD BUSINESS:

1. Second Reading of Ordinance - Six Year Transportation Improvement Program, 2000-2005. Because this had been discussed during the public hearing, the following motion was made.

MOTION: Move to adopt Ordinance No. 823 which adopts the Six Year
Transportation Plan.
Markovich/Picinich - unanimously approved.

NEW BUSINESS:

1. First Reading of Ordinance - Donation from Peninsula Computers to Skateboard Park.
Mark Hoppen introduced this first reading accepting a \$525 donation toward construction of the Skateboard Park. Councilmember Picinich said he would like to pass this ordinance on its first reading, as it was non-controversial and to save staff time. Mr. Hoppen explained that there is a legitimate process to pass an ordinance on the first reading through the city code with a super-majority of council votes. He added that it was his understanding that council wished to utilize this privilege only if there were some dire need due to fiscal reasons or a deadline that could not be superceded, which was not the case with this ordinance. Mayor Wilbert explained that the practice had been to give notice and have two readings of an ordinance to allow public comment. She added that if Council wished to review this policy, it could be done at the upcoming retreat. Councilmember Picinich made a motion to adopt the ordinance.

MOTION: Move to adopt Ordinance 824 accepting the donation for \$525.
Picinich/Markovich -

Councilmember Dick said that he was confident that there would not be any public controversy on accepting this donation and spoke in favor of passing it on the first reading. Councilmember Platt said that this is not the kind of ordinance that Council should exercise the option to pass in one reading. He said he agreed that no one would speak against this donation, but that the procedure should be used only if necessary, to avoid sending out the message that an ordinance may be passed on a first reading. He added that it should come back to allow for two chances to say "thank you" for the donation.

RESTATED MOTION: Move to adopt Ordinance 824 accepting the donation for \$525.
Picinich/Markovich - Councilmembers Markovich, Picinich, and
Dick voted in favor. Councilmembers Owel, Platt and Ekberg
voted against. The motion failed.

PUBLIC COMMENT:

Jim Pasin - 3208 50th St. Ct. NW - Mr. Pasin talked about the notice to drop the NW designation from all addresses within city limits. He asked when the street signs would be modified to reflect the changes to avoid confusion. He then asked what preparations were being made to deal with public safety issues on New Years Eve. He was assured that the police department would be fully staffed as well as on-call employees from Public Works, Emergency Services and Administration departments. He asked that these efforts be published in the local paper well in advance.

Tiffany Spear - Master Builders Association. Ms. Spears asked if everyone had received their invitation to the open house for their new building in Tacoma. She then addressed her letter requesting a postponement of the impact fees discussion scheduled for September 27th due to changes to Council in the upcoming election. Mayor Wilbert explained that though the election is held in November, the new Councilmembers would not take office until January 1st, and the decision was to keep the hearings on impact fees on schedule for this fall.

COUNCIL COMMENTS:

Mayor Wilbert announced an invitation to McChord Air Force Base "In-the Hangar Air Force Ball" and party, and passed the invitation around to Council. She then spoke about the second notice from Pierce County Public Works and Utilities Solid Waste Division seeking volunteers to serve on their advisory committee.

Councilmember Dick said he had several concerns regarding Initiative 695 and what to anticipate. Mark Hoppen said that this issue would be discussed in the Council Retreat tomorrow. He explained that he had attended a city management conference in Chelan and received a briefing from AWC at length regarding this issue.

STAFF REPORTS:

1. Chief Mitch Barker - GHPD July Statistics. No verbal report given.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Council Retreat - Tuesday, August 24th at Murphy's Landing, 12:00 p.m. - 5:00 p.m.
2. Public Hearing on Impact Fees - Regular Council Meeting of September 27, 1999.
3. Time Capsule Ceremony - Finholm View Climb, Friday, September 3rd, at 4:00 p.m.

EXECUTIVE SESSION: None required.

ADJOURN:

MOTION: Move to adjourn at 7:55 p.m.
Owel/Platt – unanimously approved.

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

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

WHEREAS, September 17, 1999 marks the two hundred twelfth anniversary of the drafting of the Constitution of the United States of America by the 1787 Constitutional Convention; and

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

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

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

CONSTITUTION WEEK

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

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 13th day of September, 1999.

Gretchen A. Wilbert, Mayor

Date

August 18, 1998

Mayor Gretchen Wilbert
3105 Judson Street
Gig Harbor, WA 98335

Dear Mayor Wilbert,

In the past you have proclaimed September 17-23 as Constitution Week. This year will be the Two Hundred Twelfth Anniversary of the signing of our Constitution. I would like to request that once again you honor this historical event by making this proclamation.

If your office will call me when the Proclamation is ready, I will make arrangements to have it picked up, as it has been in the past.

Thank you for your kind attention to this matter.

Sincerely,



Dorothy Hull, Regent
Elizabeth Forey Chapter NSDAR
5625 95th Ave. Ct. W
University Place, WA 98467

(253) 565-1575



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: WES HILL, P.E., PUBLIC WORKS DIRECTOR *Wes Hill*
SUBJECT: STREET PAVEMENT MARKING - CONTRACT AWARD
DATE: SEPTEMBER 7, 1999

INTRODUCTION/BACKGROUND

The 1999 budget provides for two separate applications of pavement marking to the City's arterial streets. The first contract pavement markings for this year were completed in June.

Potential contractors capable of performing pavement marking were contacted for the second application in accordance with the City's Small Works Roster Process (Resolution No. 411). Two contractors responded with the following price quotation proposals:

Apply-A-Line, Inc.	\$ 16,956.40
Stripe Rite, Inc.	\$ 15,353.16

Based on the price quotation proposals received, the apparent lowest price quotation received was from Stripe Rite, Inc. in the amount of fifteen thousand three hundred fifty-three dollars and sixteen cents (\$15,353.16). The quantity for the second application has been reduced to focus on the most heavily traveled arterials. Stripe-Rite, Inc. performed the pavement marking earlier this year, and their work was good.

This memorandum requests Council authorization to award and execute the contract for the work. It is anticipated that the work will be completed within four weeks after contract award, weather permitting.

FISCAL CONSIDERATIONS

The budgeted funds remaining for Phase 2 of this work is \$22,129.36.

RECOMMENDATION

Staff recommends the Council authorize award and execution of the contract for Pavement Marking on City Streets, Project No. 99-04 to Stripe Rite Inc., as the lowest responsible respondent, for their price quotation proposal amount of fifteen thousand three hundred fifty-three dollars and sixteen cents (\$15,353.16).



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: WES HILL, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: BAYRIDGE AVENUE IMPROVEMENT PROJECT
(CSP NO. 99-03) – BID AWARD
DATE: SEPTEMBER 8, 1999

Wes Hill

INTRODUCTION/BACKGROUND

A budgeted item for 1999 is installation and replacement of a water main, and reconstruction of the storm sewer system in Bayridge Avenue.

In response to an advertisement for bids, three bid proposals were received as summarized below (all amounts include state sales tax):

Tucci and Sons, Inc.	\$181,218.75
Harlow Construction Company, Inc.	\$194,947.50
Pape and Sons Construction, Inc.	\$197,478.75

The lowest bid proposal received was from Tucci and Sons, Inc., in the corrected amount of one-hundred eighty-one thousand two-hundred eighteen dollars and seventy-five cents (\$181,218.75), including state sales tax. Tucci and Sons, Inc., have performed well on previous projects with the City.

ISSUES/FISCAL IMPACT

The low bid is within 1.5% of the Engineer's estimate of \$178,462. Funds are available for the work.

RECOMMENDATION

I recommend Council authorize award and execution of the contract for the Bayridge Avenue Improvement Project (CSP No. 99-03) to Tucci and Sons, Inc., as the lowest responsible bidder, for their price quotation proposal amount of one-hundred eighty-one thousand two-hundred eighteen dollars and seventy-five cents (\$181,218.75), including state sales tax.



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: IAC GRANT AGREEMENTS
- SKATEBOARD PARK
- GRANDVIEW ATHLETIC FIELD MAINTENANCE
DATE: SEPTEMBER 8, 1999

INTRODUCTION/BACKGROUND

Council budgeted \$184,700 for design and construction of a skateboard park this year. Council passed Resolutions No. 500 and 517 in support of the skateboard park grant application to the Interagency Committee for Outdoor Recreation (IAC) under their "Washington Wildlife and Recreation Program." Under this program, the City will be reimbursed for 50% of eligible project costs up to a maximum reimbursement amount of \$92,350. The project is presently being designed for an anticipated construction start in October.

In 1997, Council also authorized purchase of the Henderson Bay school site on Grandview Street. Subsequent to that purchase agreement, the Public Works Department assumed responsibility for maintenance of the Henderson Bay fields in February this year. A grant application was submitted to IAC under their "Youth Athletic Facility" program for assistance in renovating the athletic fields, including grading, and reestablishing the irrigation system and turf grass.

The IAC has confirmed that both grant applications have been approved subject to execution of the attached agreements. The IAC grants provide for fifty (50) percent participation by IAC up to the estimated total project costs of \$184,700 for the skateboard park, and \$50,000 for the Grandview athletic field maintenance work.

Some of the notable stipulations in the IAC grant agreement include the following requirements:

1. General Provisions, Section 9 - The City must acknowledge IAC funding assistance in publications, notices, ceremonies, and signage related to the projects.
2. General Provisions, Section 18 - The City must secure IAC approval in the event the City converts the property from its present use and ownership.
3. General Provisions, Sections 19 and 20 - Provisions for maintenance, public access including barrier free access, and allowable user fees.

The Youth Athletic Facility grant (Section F) requires that the City maintain and make available the facilities funded under the agreement available public youth and/or community athletics for a minimum of 20 years after completion of the work.

Council approval is requested to execute the agreements.

MAYOR WILBERT AND CITY COUNCIL

September 8, 1999

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FISCAL CONSIDERATIONS

Funds for the skateboard park were included in the annual budget. The grant will provide 50% match for eligible costs up to a maximum project cost of \$184,600, including design costs.

Funding for the maintenance of the athletic fields will be requested in the 2000 budget. The grant will provide 50% match for eligible costs up to a maximum project cost of \$50,000.

Grant funding is contingent on expenditure of local matching funds.

RECOMMENDATION

I recommend that the Council authorize execution of the "WWRP Project Agreement, Outdoor Recreation Account, Project Number 98-1219D with the Interagency Committee for Outdoor Recreation for design and construction of the skateboard park.

I also recommend that the Council authorize execution of the "YAF Project Agreement, Youth Athletic Facility Grant Account, Project Number 99-1207D," with the Interagency Committee for Outdoor Recreation for the Grandview Athletic Field Maintenance.



WWRP Project Agreement

Outdoor Recreation Account

Project Sponsor: Gig Harbor Public Works
Project Title: Gig Harbor Skateboard Park

Project Number: 98-1219D
IAC Approval Date: 7/16/1999

A. Purpose of Agreement

This Agreement sets out the terms and conditions by which a grant is made from the Outdoor Recreation Account of the State of Washington's General Fund. The grant is made by the Interagency Committee for Outdoor Recreation (IAC) to the Project Sponsor, for the project named above.

B. Description of Project

The subject project is described on the attached Project Summary.

C. Terms of Agreement

The Sponsor's ongoing obligation for the above project is perpetual unless otherwise identified in this Agreement.

D. Implementation Period

The Project reimbursement period shall begin on August 10, 1999 and end on May 1, 2000. Unless otherwise provided, no expenditure made before or after this period is eligible for reimbursement unless incorporated by written amendment into this Agreement.

E. Project Funding

	Percentage	Dollar Amount
IAC - WWRP - LP	50%	92,348
Project Sponsor	50%	92,348
Total Project Cost	100%	184,696

F. Additional Provisions or Modifications of the General Provisions (Special Conditions)

(none)

G. Compliance with Applicable Statutes, Rules, and IAC Policies

This Agreement is governed by, and the Sponsor shall comply with, all applicable provisions of Chapter 43.98A RCW, Chapter 286 WAC, and published IAC policies, which are incorporated herein by this reference as if fully set forth.

H. Rights and Obligations

All rights and obligations of the parties to this Agreement are subject to this Agreement and its attachments, including the Sponsor's application, Project Summary, Eligible Reimbursement Activities Report, and the General Provisions.

Except as provided herein, no alteration of any of the terms or conditions of this Agreement will be effective unless provided in writing. All such alterations except those concerning the implementation period, must be signed by both parties. Implementation period extensions need only be signed by IAC's Director.

I. Notices

All written communications sent to the Sponsor under this Agreement will be addressed and delivered to:

Name: David Skinner
Title: Project Engineer
Address: 3105 Judson St
Gig Harbor, WA 98335

All written communications sent to the IAC under this Agreement will be addressed and delivered to:

Interagency Committee for Outdoor Recreation
Natural Resources Building
PO Box 40917
Olympia, Washington 98504-0917

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

State of Washington
Interagency Committee for Outdoor Recreation

BY: Laura E. Johnson
Laura Eckert Johnson, Director

DATE: August 6, 1999

Project Sponsor

BY: _____

DATE: _____

TITLE: _____

Pre-approved as to form by the state Assistant Attorney General



Washington Wildlife and Recreation Program Local Parks Category Post-Evaluation Project Summary

TITLE: Gig Harbor Skateboard Park	NUMBER: 98-1219D (Development) STATUS: Committee Funded												
SPONSOR: Gig Harbor Public Works	EVALUATION SCORE: 57.5000 COMMITTEE RANKING: 10 of 78												
COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">IAC - WWRP - LP</td> <td style="width: 20%; text-align: right;">\$92,348.00</td> <td style="width: 10%; text-align: right;">50%</td> <td style="width: 30%;"></td> </tr> <tr> <td>Local</td> <td style="text-align: right;">\$92,348.00</td> <td style="text-align: right;">50%</td> <td></td> </tr> <tr> <td>Total</td> <td style="text-align: right; border-top: 1px solid black;">\$184,696.00</td> <td style="text-align: right; border-top: 1px solid black;">100%</td> <td></td> </tr> </table>	IAC - WWRP - LP	\$92,348.00	50%		Local	\$92,348.00	50%		Total	\$184,696.00	100%		SPONSOR MATCH: Appropriation \ Cash Cash Donations
IAC - WWRP - LP	\$92,348.00	50%											
Local	\$92,348.00	50%											
Total	\$184,696.00	100%											

DESCRIPTION:

The City of Gig Harbor is working with a group of parents and youth to construct a skateboard center as identified in the 1996 Parks, Recreation and Open Space Plan. The site is currently owned by the Peninsula School District, and is part of the Henderson Bay High School campus. The City has been negotiating with the district to purchase the high school site for a planned civic center complex which would incorporate the skateboard center.

The project includes development of a 15,000 square foot skateboard park. The concrete surfaced park will be below the surrounding grade and will provide a pyramid, ramps 1/4-pipe, jumps, steps, railing and a "snake run."

LOCATION INFORMATION:

Grandview Park is located on Grandview Street, just off Pioneer Way in Gig Harbor. It is situated behind the former Henderson Bay Alternative High School.

COUNTY: Pierce

SCOPE (ELEMENTS):

Architectural & Engineering	Sales Tax	Utilities
Fencing & Gates	Signing	
Hard Courts	Site Preparation	

ANTICIPATED ACREAGE:

ACREAGE TYPE	Acres To Be Acquired	Acres To Be Developed	Acres To Be Renovated
Uplands		.46	

FISCAL YEAR: 2000

DATE PRINTED: August 6, 1999



Eligible Reimbursement Activities Report

Project Sponsor: Gig Harbor Public Works
Project Title: Gig Harbor Skateboard Park

Project Number: 98-1219 D
IAC Approval: 7/16/1999

Development Project:

Element	Item	Unit	Quantity	Description
Architectural & Engineering	A & E development	Lump Sum	1.00	
Fencing & Gates	Fencing - chain link	Linear Ft	490.00	4'
Hard Courts	Skate park	Each	1.00	concrete skate park, 15,000 square feet
Sales Tax	Sales Tax	Lump Sum	1.00	
Signing	Permanent entrance sign	Each	1.00	metal
Signing	Rules and regulations	Lump sum	1.00	
Site Preparation	Clearing	Acres	0.50	
Site Preparation	Clearing	Acres	1,120.00	excavation and hauling
Site Preparation	Mobilization	Lump sum	1.00	
Utilities	Surface drainage	Lump sum	1.00	8" drain line - 400'



Milestone Report By Project

Project Number: 98-1219 D
Project Name: Gig Harbor Skateboard Park
Sponsor: Gig Harbor Public Works
IAC Project Manager: Marguerite Austin

X	!	Milestone	Target Date	Comments/Description
	!	RFP Complete/Consultant Hired	03/01/1999	
		Project Start	08/10/1999	
	!	A&E Complete/Permits Submitted	08/15/1999	
		Plans & Specs Reviewed by IAC	09/15/1999	
		Bid Awarded	09/30/1999	
	!	Construction Started	10/15/1999	
		Project Complete	05/01/2000	
		Final Docs & Billing to IAC	06/01/2000	

X = Milestone Complete

! = Critical Milestone



YAF Project Agreement

Youth Athletic Facility Grant Account

Project Sponsor: City of Gig Harbor
Project Title: Grandview Athletic Field Maintenance

Project Number: 99-1207D
IAC Approval Date: 7/16/1999

A. Purpose of Agreement

This Agreement sets out the terms and conditions by which a grant is made from the Youth Athletic Facility Grant Account of the State of Washington's General Fund. The grant is made by the Interagency Committee for Outdoor Recreation (IAC) to the Project Sponsor, for the project named above.

B. Description of Project

The subject project is described on the attached Project Summary.

C. Terms of Agreement

The Sponsor's ongoing obligation for the above project is perpetual unless otherwise identified in this Agreement.

D. Implementation Period

The Project reimbursement period shall begin on September 1, 1999 and end on July 1, 2000. Unless otherwise provided, no expenditure made before or after this period is eligible for reimbursement unless incorporated by written amendment into this Agreement.

E. Project Funding

	<u>Percentage</u>	<u>Dollar Amount</u>
IAC - YAF - MAINT	50%	25,000
Project Sponsor	50%	25,000
Total Project Cost	100%	50,000

F. Additional Provisions or Modifications of the General Provisions (Special Conditions)

The Project Sponsor must insure that the facility acquired, developed, improved, and/or maintained through the Youth Athletic Facilities Account funding identified in this Project Agreement is made available for public youth and/or community athletics for a minimum of twenty (20) years from the date of project completion. Project Completion begins at IAC's issuance of final reimbursement.

Should the facility become unavailable for public youth and/or community athletic use during this 20 year period, except as provided for in Section 18 (e), IAC requires the project sponsor to replace all entirely or partially funded project elements within this agreement.

G. Compliance with Applicable Statutes, Rules, and IAC Policies

This Agreement is governed by, and the Sponsor shall comply with, all applicable provisions of Chapter 43.51 RCW, Chapter 286 WAC, and published IAC policies, which are incorporated herein by this reference as if fully set forth.

H. Rights and Obligations

All rights and obligations of the parties to this Agreement are subject to this Agreement and its attachments, including the Sponsor's application, Project Summary, Eligible Reimbursement Activities Report, and the General Provisions.

Except as provided herein, no alteration of any of the terms or conditions of this Agreement will be effective unless provided in writing. All such alterations except those concerning the implementation period, must be signed by both parties. Implementation period extensions need only be signed by IAC's Director.

I. Notices

All written communications sent to the Sponsor under this Agreement will be addressed and delivered to:

Name: Christian Munter
Title: Associate Engineer
Address: 3105 Judson Street
Gig Harbor, WA 98335

All written communications sent to the IAC under this Agreement will be addressed and delivered to:

Interagency Committee for Outdoor Recreation
Natural Resources Building
PO Box 40917
Olympia, Washington 98504-0917

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

State of Washington
Interagency Committee for Outdoor Recreation

BY: Laura E Johnson
Laura Eckert Johnson, Director

DATE: August 4, 1999

Project Sponsor

BY: _____

DATE: _____

TITLE: _____

Pre-approved as to form by the state Assistant Attorney General



Youth Athletic Facilities Maintenance Category Post-Evaluation Project Summary

TITLE: Grandview Athletic Field Maintenance	NUMBER: 99-1207D (Development) STATUS: Committee Funded									
SPONSOR: City of Gig Harbor	EVALUATION SCORE: 30.0000 COMMITTEE RANKING: 10 of 10									
COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">IAC - YAF - MAINT</td> <td style="width: 20%; text-align: right;">\$25,000.00</td> <td style="width: 20%; text-align: right;">50%</td> </tr> <tr> <td>Local</td> <td style="text-align: right;">\$25,000.00</td> <td style="text-align: right;">50%</td> </tr> <tr> <td>Total</td> <td style="text-align: right; border-top: 1px solid black;">\$50,000.00</td> <td style="text-align: right; border-top: 1px solid black;">100%</td> </tr> </table>	IAC - YAF - MAINT	\$25,000.00	50%	Local	\$25,000.00	50%	Total	\$50,000.00	100%	SPONSOR MATCH: Appropriation \ Cash
IAC - YAF - MAINT	\$25,000.00	50%								
Local	\$25,000.00	50%								
Total	\$50,000.00	100%								

DESCRIPTION:

This project will serve to provide maintenance to 4.0 acres of athletic fields at the City of Gig Harbor's new Grandview Park. Historically, the facility was the athletic play area for the Harbor Heights Elementary School and subsequently the Henderson Bay Alternative High School. The City has purchased the fields from the Peninsula School District and is in the process of purchasing the entire site. The existing athletic facilities consist of two baseball/softball fields and two soccer fields. The fields are in poor condition and are mostly barren and/or vegetated with weeds due to poor soil conditions and limited maintenance. An existing irrigation system is largely non-functional and the topography of the fields is uneven resulting in an inconsistent play surface. This project proposes to regrade the fields, improve soil conditions, and reestablish the irrigation system and turf grass. This maintenance will serve to provide a safe and useable playing surface for a variety of uses.

LOCATION INFORMATION:

Grandview Park is located on Grandview Street, just off Pioneer Way in Gig Harbor. It is situated behind the former Henderson Bay Alternative High School.

YAF GROUP: Pierce/Thurston Group
COUNTY: Pierce

SCOPE (ELEMENTS):

Architectural & Engineering	Sales Tax
Landscaping	Site Preparation

FISCAL YEAR: 2000	DATE PRINTED: August 4, 1999
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Eligible Reimbursement Activities Report

Project Sponsor: City of Gig Harbor
Project Title: Grandview Athletic Field Maintenance

Project Number: 99-1207 D
IAC Approval: 7/16/1999

Development Project:

Element	Item	Unit	Quantity	Description
Architectural & Engineering	A & E development	Lump Sum	1.00	
Landscaping	Grass - seed	Acres	2.00	multipurpose field
Landscaping	Irrigation - automatic for turf/playfield	Acres	2.00	
Landscaping	Soil amenities	Lump sum	1.00	fertilizer and soil additives
Landscaping	Top soil/mulch	Yds	740.00	multipurpose field
Sales Tax	Sales Tax	Lump Sum	1.00	
Site Preparation	Clearing	Acres	4.00	removal of existing soil
Site Preparation	Mobilization	Lump sum	1.00	



Milestone Report By Project

Project Number: 99-1207 D
Project Name: Grandview Athletic Field Maintenance
Sponsor: Gig Harbor City of
IAC Project Manager: Marguerite Austin

X	!	Milestone	Target Date	Comments/Description
		Project Start	09/01/1999	
	!	A&E Complete/Permits Submitted	02/28/2000	
		Plans & Specs Reviewed by IAC	03/15/2000	
		Bid Awarded	04/01/2000	
	!	Construction Started	05/01/2000	
		Annual Project Billing	06/01/2000	
		Project Complete	07/01/2000	
		Final Docs & Billing to IAC	09/30/2000	

X = Milestone Complete

! = Critical Milestone

INTERAGENCY COMMITTEE FOR OUTDOOR RECREATION

FORM A-19 State of Washington

INVOICE VOUCHER

Agency Name
Interagency Committee for Outdoor Recreation P.O. Box 40917 Olympia, WA 98504-0917

Sponsor's Certificate. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished and/or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam or disabled veterans status.

Sponsor
City of Gig Harbor 3105 Judson Street Gig Harbor WA 98335

BY _____

(TITLE) (DATE)

To Be Completed By Sponsor

Project Number	99-1207 D	Invoice #	1	From:	Billing Period	To:	This is a Final Billing?
Project Name	Grandview Athletic Field Maintenance						Yes [] No []
CATEGORIES:	Project Agreement	Previous Expenditures To Date			Costs For This Billing		
		Expenditures	Donations	Total	Expenditures	Donations	Total
ACQUISITION:							
Land Costs							
Incidental Costs							
Administrative Costs							
Total							
DEVELOPMENT:							
Construction Costs	\$40,000						
A&E Fees	\$10,000						
Total	\$50,000						
NON-CAPITAL							
CAP EQUIP							
TOTAL	\$50,000						

FUNDING & EXPENDITURE FORMULA

For IAC Use ONLY

Agreement Information				Previous IAC Reimbursements			
Sponsor:	50%	\$25,000.00		Total Billed			
IAC Federal:				IAC Share Billed			
IAC: YAF - MAINT	50%	\$25,000.00		IAC Share Approved			
IAC:				IAC Share Retained			
Agreement Total:	100%	\$50,000.00		IAC Share Paid			
Doc Date				Donation Bank			
Current Doc. No.		Ref Doc #		Vendor Number		Vendor Message	
		5049		G100		99-1207 D	
Tran Code	Fund	Appn Index	Prog Index	Sub Obj/SubSub Obj	Project #	Amount	Invoice Number
210	818	960	10203	NZ	5049		1
				NZ	5049		
				NZ	5049		
				NZ	5049		

Certification For Payment

Project Manager/Date	Release Final Pmt []	Division Supervisor/Date	Accounting/Date
----------------------	-----------------------	--------------------------	-----------------

For WWRP & YAF
Project Agreements



Project Agreement General Provisions

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Section 1: Headings, Definitions, and Framework of Agreement

(A) Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.

(B) Definitions.

Acquisition - The gaining of rights of public ownership by purchase, negotiation, or other means, of fee or less than fee interests in real property.

Agreement - The accord accepted by all parties to the present transaction; the Project Agreement, supplemental agreement, and/or intergovernmental agreement between IAC and a Sponsor.

Applicant - Any agency or organization that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from IAC.

Application - The forms approved by IAC's Board or its Director for use by applicants in soliciting project funds administered by IAC.

Board (IAC) - The committee created under RCW 43.99.110 includes eight members. Three are agency heads: the Commissioner of Public Lands, the Director of Parks and Recreation, and the Director of Fish and Wildlife (or their designees). Five, by appointment of the Governor with the advice and consent of the Senate, are members of the public at large who have demonstrated interest in and a general knowledge of outdoor recreation in the state.

Development - The construction of facilities to enhance outdoor recreation or habitat conservation resources.

Director - IAC's Director or the Director's designee.

Interagency Committee for Outdoor Recreation (IAC) - The Executive branch state agency, including a Board, Director, and personnel, created by RCW 43.99.110 and 43.99.130.

Project - The undertaking that is the subject of this agreement and that is, or may be, funded in whole or in part with funds administered by IAC.

Project Summary - One of the document formats approved by IAC's Board or Director for use by applicants in soliciting project funds.

Sponsor - The applicant who has been awarded a grant of funds and is bound by this executed Project Agreement; includes its officers, employees and agents.

(C) Framework of Agreement. This Agreement provides for the orderly completion of the proposal contained in the Sponsor's application for public funds administered by IAC. In summary, it provides the following guidance:

- (1) **Timeliness.** For the Sponsor to undertake and complete the Project in a timely manner, in accordance with the approved Project proposal and applicable laws;
- (2) **Reimbursements.** For IAC to provide reimbursement to the Sponsor for eligible Project costs. Sponsor reimbursement requests shall be made not more than once monthly and not less than yearly, in accordance with IAC format and policy;
- (3) **Recognition.** For the Sponsor to provide acknowledgment of IAC's funding contribution, through signs, written recognition in printed materials, and/or in dedication ceremonies;

Section 6: Compliance with Applicable Law

The Sponsor will comply with, and IAC is not responsible for determining compliance with, all applicable federal, state, and local laws, regulations, and policies, including, but not limited to: State Environmental Policy Act (under which the Sponsor shall serve as lead agency); Americans with Disabilities Act; Architectural Barriers Act (restoration and improvement projects only); Uniform Relocation Assistance and Real Property Acquisition Policies Act (PL91-646, RCW 8.26.010); Uniform Standards of Professional Appraisal Practices; permits (shoreline, HPA, demolition); land use regulations (comprehensive areas ordinances, GMA); and federal and state safety and health regulations (OSHA/WISHA).

The Sponsor further agrees to indemnify and hold harmless IAC from all liability, damages and costs of any nature, including but not limited to costs of suits and attorneys' fees assessed against IAC, as a result of the failure of the Sponsor to so comply.

Section 7: Conflict of Interest Prohibited

IAC may, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by IAC that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided above, IAC shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of IAC provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which IAC makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Agreement.

Section 8: Requirements of the National Park Service

If the Project has been approved by the National Park Service, United States Department of the Interior, for assistance from the Federal Land and Water Conservation Fund (LWCF), the Project Agreement General Provisions as contained in Section 660.3 Attachment B of the *L&WCF Grants-in-Aid Manual* as now existing or hereafter amended are made part of this Agreement, and the Sponsor shall also abide by these Agreement General Provisions. Further, the Sponsor agrees to provide IAC with reports or documents needed to meet the requirements of the Agreement or Section 660.3 Attachment B of the *L&WCF Grants-in-Aid Manual*.

Section 9: Acknowledgments and Signs

- (A) **In Publications.** The Sponsor shall include language which acknowledges the funding contribution of the program to this Project in any release or other publication developed or modified for, or referring to, the Project.
- (B) **Signs.** The Sponsor also shall post signs or other appropriate media at Project entrances and other locations on the Project which acknowledge the program's funding contribution as provided by IAC policy, unless waived by the Director.
- (C) **Ceremonies.** The Sponsor shall notify IAC no later than two weeks before a dedication ceremony for this Project. The Sponsor shall verbally acknowledge the program's funding contribution at all dedication ceremonies.

Section 13: Records and Reports

The Sponsor shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by IAC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The Sponsor will retain all books, records, documents, and other materials relevant to this Agreement for six years after settlement, and make them available for inspection by persons authorized under this provision.

Section 14: Authority to Inspect/Right of Entry

The Sponsor shall provide right of access to its lands and facilities to IAC, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

Section 15: Provisions Applying to Acquisition Projects

The following provisions shall be in force only if the Project described in this Agreement is for the acquisition of outdoor recreation or habitat conservation land or facilities:

- (A) **Relocation Assistance-L&WCF.** When Federal Land and Water Conservation Funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)-Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and the applicable regulations and procedures of the Department of the Interior implementing that Act.
- (B) **Relocation Assistance-State Funds.** When state funds are included in this Project, the Sponsor, if required by law, agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington (Chapter 240, Laws of 1971, 1st Ex. Sess., RCW 8.26.010), and Chapter 468-100 WAC.
- (C) **Housing & Relocation.** In the event that housing and relocation costs, as required by federal law set out in subsection (A) above and state law set out in subsection (B) above, are involved in the execution of this Project, the Sponsor agrees to provide any housing and relocation assistance that may be necessary, with the understanding that eligible relocation costs may be part of the total Project cost.
- (D) **Evidence of Land Value.** Before disbursement of funds by IAC as provided under this Agreement, the Sponsor agrees to supply evidence to IAC that the land acquisition cost has been established as per IAC procedural guidelines, which are incorporated by this reference.
- (E) **Evidence of Title.** The Sponsor agrees to show the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance by IAC.
- (F) **Deed of Right to Use Land for Public Purposes.** The Sponsor agrees to execute an instrument or instruments which contain (1) a legal description of the property acquired under this Agreement, (2) a conveyance to the State of Washington of the right to use the described real property forever for outdoor recreation or habitat conservation purposes, and (3) a promise to comply with applicable statutes, rules, and IAC policies with respect to conversion of use.

Section 18: Restriction on Conversion of Facility to Other Uses

The Sponsor shall not at any time convert any real property acquired or any facility developed pursuant to this Agreement to uses other than those purposes for which assistance was originally approved, without the approval of IAC's Board or Director, in compliance with applicable statutes, rules, and IAC policies as identified in this Agreement. It is the intent of IAC's conversion policy that all lands acquired and all lands developed with funding assistance from IAC remain in the public domain in perpetuity unless otherwise identified in the Agreement.

By IAC policy and federal law a conversion may occur under any of the following circumstances:

- (A) **Conveyance.** Property interests are conveyed for non-public outdoor recreation or habitat conservation uses;
- (B) **Use.** Non-outdoor recreation or habitat conservation uses (public or private) are made of the Project area, or portion thereof;
- (C) **Development.** Non-eligible indoor recreation facilities are developed within the Project area without prior approval of IAC's Board or Director; or
- (D) **Termination of Use/Non-Conformance.**
 - (1) **Outdoor Recreation Projects** - Public use of the property acquired or developed with IAC assistance is terminated.
 - (2) **Habitat Conservation Projects** - The property acquired no longer meets or conforms to the intent of the category in which it was funded.
- (E) **Element Change.** A major change in an element described in the Agreement. When approved by IAC's Board or Director, certain elements may be deleted from the Project Agreement without invoking the requirement to replace the elements. Such deletions are allowed when IAC's Board or Director determines that the elements are not needed or cannot be retained for public use due to one or more of the following conditions:
 - Obsolescence
 - Extraordinary vandalism
 - Acts of Nature
 - Designed life expectancy reached
 - Fire
 - Property or property rights lost as a result of legal action
 - ICC National Trails System Act reversion order (*National Trails System Act 8(d)*, 16 U.S.C. § 1247(d); WAC 286-27-060(2)).

Section 19: Construction, Operation, Use and Maintenance of Assisted Projects

Except for habitat conservation¹ areas generally closed to the public, Sponsors must ensure that properties or facilities assisted with IAC funds, including undeveloped sites, are built, operated and maintained:

- (A) **Appearance.** To appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
- (B) **Laws.** According to applicable federal, state, and local laws and regulations, including public health standards and building codes.
- (C) **Safety.** In a reasonably safe condition for public use.

¹ In this context, the words *habitat conservation* refer to the three programs in IAC's Habitat Conservation Account: *Critical Habitat, Natural Areas, and Urban Wildlife Habitat.*

Section 22: Provisions Related to Nonprofit Sponsors

The Sponsor agrees to maintain the nonprofit or not-for-profit organization status, including registering with the Washington Secretary of State, throughout the Sponsor's obligation to the Project as identified in this Agreement.

Should the Sponsor fail to operate the assisted facility due to insolvency, government order, lack of operating and maintenance funds, or any other reason, the Project will be considered converted and subject to all remedies available to IAC.

Section 23: Liability Insurance Requirements for Firearm Range Sponsors

The Sponsor shall procure an endorsement, or other addition, to liability insurance it may currently carry, or shall procure a new policy of liability insurance, in a total coverage amount the Sponsor deems adequate to ensure it will have resources to pay successful claims of persons who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.

- (A) The liability insurance policy, including any endorsement or addition, shall name Washington State and IAC as defined in this Agreement as additional insureds and shall be in a form approved by IAC's Board or Director.
- (B) The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the Sponsor's obligation to the Project as identified in this Agreement.
- (C) The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to IAC not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the Sponsor.
- (D) The requirement of Subsection A through D above shall not apply if the Sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to IAC.
- (E) By this requirement, IAC does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based upon such death, injury, or damage, must look to the Sponsor, or others, for any and all remedies that may be available by law.

Section 24: Waiver of Default

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the Director, or the Director's designee, and attached to the original Agreement.

Section 25: Application Representations - Misrepresentation or Inaccuracy a Breach

IAC relies upon the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based upon written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

Section 29: Governing Law/Venue

This Agreement shall be governed by the laws of the state of Washington. In the event of a lawsuit involving this Agreement, venue shall be proper only in Thurston County. The Sponsor by executing this Agreement, acknowledges the jurisdiction of the courts of the state of Washington in this matter.

Section 30: Severability

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

-- END --



RECEIVED

SEP - 7 1999

CITY OF GIG HARBOR

STATE OF WASHINGTON

WASHINGTON STATE LIQUOR CONTROL BOARD

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

September 2, 1999

WYVERN RESTAURANTS INC
575 W COLLEGE AVE STE 201
SANTA ROSA CA 95401-5064

Re: ROUND TABLE PIZZA
5500 OLYMPIC DR BLDG H
GIG HARBOR, WA 98335
License No. 076725-2F
UBI No. 601 965 425 001 0001

Your liquor license has been approved for the following:

BEER/WINE REST - BEER/WINE

This license is valid through August 31, 2000.

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

Pool tables and electronic or mechanical games are permitted in all areas except the dining room(s).

Alterations or changes in ownership require Board approval. If you wish to make such changes, please contact your local liquor control agent for assistance.



License No. 076725-2F

This approval is based on your meeting all requirements of state, county, and city laws and ordinances relating to sanitation, zoning, fire, safety and building codes to include the laws relating to public accommodations for physically disabled persons (RCW 70.92).

LESTER C. DALRYMPLE, Supervisor
Licensing Services

Sarah Haskins
Liquor License Investigator
(360)664-1618

X091029

cc: City of Gig Harbor
Bremerton Enforcement
Liquor Agent McFerran
File



RECEIVED

AUG 25 1999

STATE OF WASHINGTON

WASHINGTON STATE LIQUOR CONTROL BOARD CITY OF GIG HARBOR
3000 Pacific Ave SE • PO Box 43075 • Olympia WA 98504-3075 • (360) 664-1600

August 25, 1999

Gig Harbor Gasoline LLC
PO Box 1152
Bellevue, WA. 98009-1152

RE: Reconsideration Request
Central B.P.
3718 56th Street
Gig Harbor, WA. 98335
License No. 081604-2E

Reference is made to your request for reconsideration of a previously denied Grocery Store license for the Central B.P. of Gig Harbor. After a careful review of your request along with information already in the application file, the Board has again denied your license request.

In making this decision, the Board continued to have concerns with your past record of liquor infractions.

Lester C. Dalrymple
Supervisor Licensing

cc: Tacoma Enforcement Office
Mayor of Gig Harbor

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 9/03/99

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 19991130

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 ISEMAN, INC.	HY-IU-HEE-HEE 4309 BURNHAM DR GIG HARBOR WA 98335 0000	367497	SPIRITS/BR/WN REST LOUNGE -

RECEIVED

SEP - 8 1999

CITY OF GIG HARBOR



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR
SUBJECT: SECOND READING OF ORDINANCE - ACCEPTING A DONATION
FROM PENINSULA COMPUTERS FOR THE SKATEBOARD PARK
DATE: SEPTEMBER 2, 1999

INFORMATION/BACKGROUND

Peninsula Computers has donated \$525.00 to the City for the Skateboard Park. In order to accept a donation, the City must pass an ordinance accepting the donation and terms and conditions. This ordinance accepts the donation, with the condition that the funds be used toward the construction of the Skateboard Park.

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

RECOMMENDATION

Staff recommends adoption of the ordinance at its second reading.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ACCEPTING A DONATION OF FIVE HUNDRED AND TWENTY FIVE DOLLARS (\$525.00) FROM PENINSULA COMPUTERS AS A CONTRIBUTION FOR THE CONSTRUCTION OF THE SKATEBOARD PARK.

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

WHEREAS, the City has received cash and checks in the amount of five hundred and twenty five dollars (\$525.00) from Peninsula Computers, to be used for the purpose of assisting with the construction costs of a skateboard park; now, therefore,

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

Section 1. Acceptance of Donation. The City Council hereby accepts the five hundred twenty five dollar (\$525.00) donation from Peninsula Computers.

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

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

APPROVED:

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

FILED WITH THE CITY CLERK: 8/18/99
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:

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

On _____, 1999, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the summary of text of which is as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ACCEPTING A DONATION OF FIVE HUNDRED AND TWENTY FIVE DOLLARS (\$525.00) FROM PENINSULA COMPUTERS AS A CONTRIBUTION FOR THE CONSTRUCTION OF THE SKATEBOARD PARK.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR:

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

APPROVED by the City Council at their regular meeting of _____, 1999.

BY: _____
Molly M. 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: WES HILL, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: SHORECREST COMMUNITY SEWER SYSTEM EASEMENT - QUIT CLAIM DEED
DATE: SEPTEMBER 8, 1999

INTRODUCTION/BACKGROUND

On December 22, 1983 Pierce County executed a "Standard Participation Contract" with the Boutelle and Johnson Land Company, as the owners of the Shorecrest subdivision for operation and maintenance of a community sewer system consisting of a pump station, pressure discharge line, and drainfields. The subdivision is located south of Rosedale Street and west of Ray Nash Drive. The drainfield and agreement provide for a total of 20 single family dwellings to connect to the sanitary sewer system.

Previously (November 29, 1979), Pierce County had accepted a "Temporary Sanitary Sewer Easement No. 129" and a "perpetual" sanitary sewer easement (No. 130) for the pump station and pressure sewer line". under an earlier agreement by the County to operate and maintain the (Shorecrest) community sewer system. The latter includes a cross-country easement for a pressure sewer line (from the pump station for the septic tank discharge to the drainfield system) through a 34-acre parcel owned by the Boutelle/Johnston Land Company.

On November 8, 1988, Pierce County executed an agreement with the City ("Assignment by Municipal Corporation Pursuant to Inter-Local Agreement for Utility Services") for maintenance and operation of the Ray Nash pump station and the associated drainfields serving the Shorecrest Community Sewer System. This was subsequent to an interlocal agreement executed between Pierce County and the City on November 1, 1988 for the City to assume operation and maintenance of certain community septic tank and drainfield systems in the County.

Mr. Lee Boutelle, President, Boutelle/Johnston Land Company has requested that the City quit claim the portion of the permanent easement to allow development of the 34 acre parcel surrounding the easement. Mr. Boutelle has stated his expectation that the parcel will be developed into a 17-lot subdivision.

The City no longer has any need for the easement for a pressure sanitary sewer line along the subject easement since the pressure line from the Ray Nash pump station uses County right-of-way and a separate easement for access to the drainfields north of the subject easement's terminus. Mr. Boutelle has submitted a certified statement that no monies were received from Pierce County when this easement was originally conveyed to Pierce County.

At the August 9, 1999 Council meeting, Council requested that further consideration be given to the value of the easement. Staff has both the constructed improvements and the construction plans. The plans include a statement that the easement locations are tentative and will be

MAYOR WILBERT AND CITY COUNCIL

September 8, 1999

Page 2

established after construction by survey. A survey was not performed, and there is a question whether some of the features shown on the plans were installed.

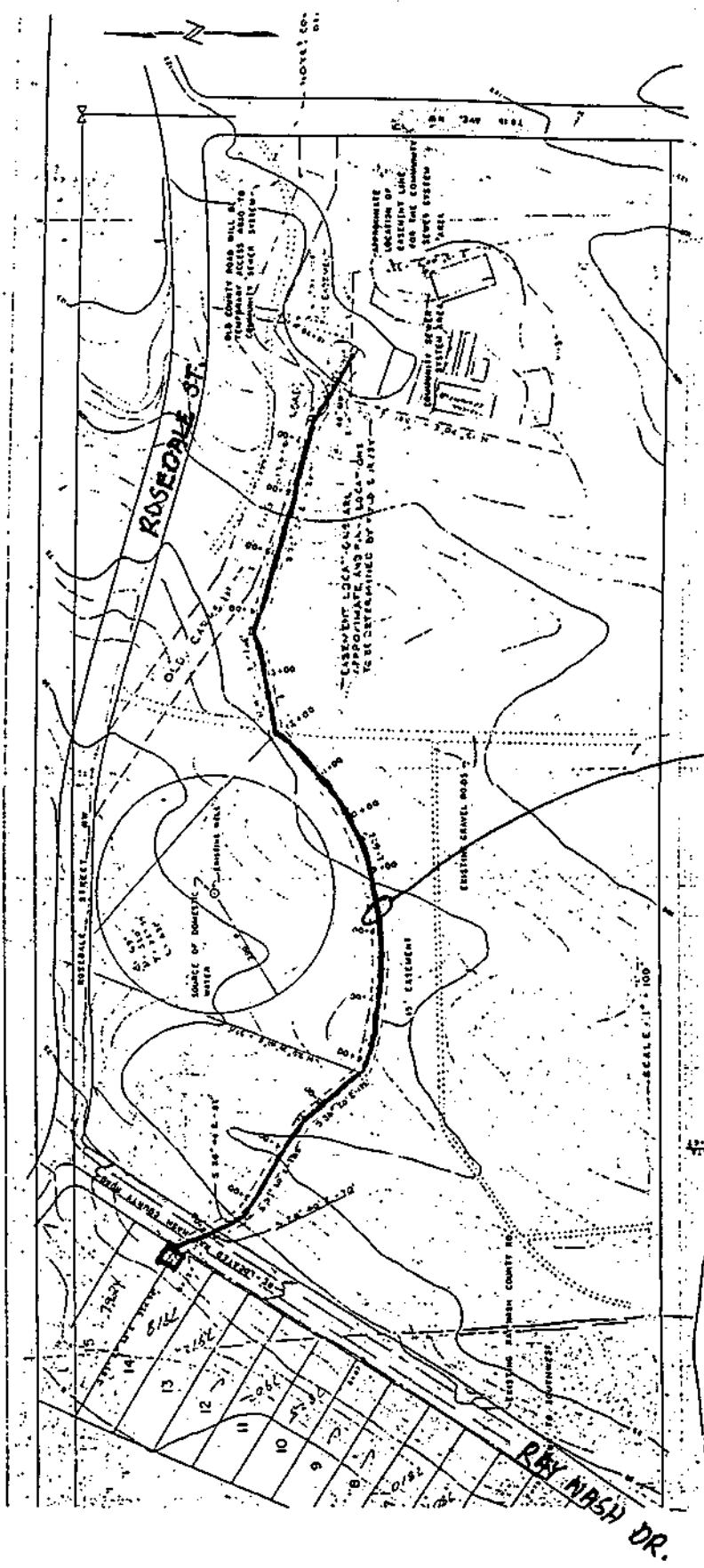
Council authorization is requested to execute a Quit Claim Deed for the unused easement. In consideration for vacation of the easement, the owner has agreed to conduct a survey to confirm the location of the pressure line from Rosedale Street, access route to the drainfields, and the drainfields. Following confirmation of the facilities shown on the plans, the owner will provide easements satisfactory to the City for the pressure line (on two parcels), access route, and drainfields (including buffer).

POLICY/FISCAL CONSIDERATIONS

The easement provides no direct benefit to the City. Easements are in place for the portions of the Shorecrest Community Sewer System that were constructed on private property. These will not be affected by the Quit Claim Deed. A survey to confirm the exact location (and presence) of the constructed facilities, and easement documents based on the survey will provide better protection for the City's interests.

RECOMMENDATION

I recommend Council authorize execution of a Quit Claim Deed for the unused easement for the Shorecrest Community Sewer System, subject to completion of a recorded survey documenting the presence of constructed facilities for the Shorecrest Community Sewer System south of Rosedale Street (including pressure line, access route, drainfields and buffer), and conveyance of easement documents for those facilities acceptable to the Public Works Director.



PORTION OF
 "PERPETUAL EASEMENT
 TO BE QUIT CLAIMED."



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH *DR*
SUBJECT: FIRST READING OF ORDINANCE - ACCEPTING A DONATION FROM
NORTHWEST SNOWBOARDS, INC. FOR THE SKATEBOARD PARK
DATE: SEPTEMBER 1, 1999

BACKGROUND

Northwest snowboards, Inc. has donated \$500.00 to the City. In order to accept a donation, the City must pass an ordinance accepting the donation and terms and conditions. This ordinance accepts the donation.

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

RECOMMENDATION

Staff recommends adoption of the ordinance.

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF GIG HARBOR,
WASHINGTON, ACCEPTING A DONATION OF FIVE
HUNDRED DOLLARS AND ZERO CENTS (\$500.00) FROM
NORTHWEST SNOWBOARDS, INC. AS A CONTRIBUTION
FOR THE CONSTRUCTION OF THE SKATEBOARD PARK**

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

WHEREAS, the City has received a check in the amount of Five Hundred Dollars and Zero Cents (\$500.00) from Northwest Snowboards, Inc., to be used for the purpose of assisting with the construction costs of a skateboard park; now, therefore,

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

Section 1. **Acceptance of Donation.** The City Council hereby accepts the Five Hundred Dollars and Zero Cents (\$500.00) donation from Northwest Snowboards, Inc.

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

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

APPROVED:

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

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

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

On _____, _____ the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the summary of text of which is as follows:

**AN ORDINANCE OF THE CITY OF GIG HARBOR,
WASHINGTON, ACCEPTING A DONATION OF FIVE
HUNDRED DOLLARS AND ZERO CENTS (\$500.00) FROM
NORTHWEST SNOWBOARDS, INC. AS A CONTRIBUTION
FOR THE CONSTRUCTION OF THE SKATEBOARD PARK**

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

DATED this _____ day of _____, 1999.

MOLLY TOWSLEE, CITY CLERK



City of Gig Harbor. The "Maritime City"

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

August 18, 1999

Mr. and Mrs. Joe Cummins
Northwest Snowboards
6745 Kimball Drive
Gig Harbor, WA 98335

Dear Mr. and Mrs. Cummins:

The City of Gig Harbor wishes to thank you for the gracious monetary donation of \$500.00 to benefit the completion of the Skateboard Park in Gig Harbor.

Your generous donation of time and treasures will help to bring the skateboard park to completion.

The City Council will accept your donation formally at their meeting on Monday, September 13th. We hope you can attend the meeting. Thank you once again for your community vision and generosity.

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH *DR*
SUBJECT: FIRST READING OF ORDINANCE - REDUCING BINGO AND RAFFLES
TAX FROM 10 TO 5 PERCENT OF GROSS RECEIPTS
DATE: AUGUST 27, 1999

INTRODUCTION

This is the first reading of an ordinance reducing the amount of tax the city imposes on bingo and raffles from 10 to 5 per cent of the gross receipts.

BACKGROUND

The Washington State Legislature reduced the maximum amount of tax that a city can impose on bingo and raffles from ten to five percent of the gross receipts. The City of Gig Harbor's code currently allows the City to impose a ten percent tax on the gross receipts from bingo and raffles, and, therefore, must be amended.

RECOMMENDATION

Staff recommends adoption of this ordinance.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO GAMBLING TAXES, REDUCING THE AMOUNT OF TAX THE CITY IMPOSES ON BINGO AND RAFFLES FROM 10 TO 5 PER CENT OF THE GROSS RECEIPTS, IN ACCORDANCE WITH RECENT WASHINGTON STATE LEGISLATIVE AMENDMENTS; AMENDING SECTION 3.24.030 OF THE GIG HARBOR MUNICIPAL CODE, AND SETTING AN EFFECTIVE DATE OF JANUARY 1, 2000.

WHEREAS, the Washington State Legislature reduced the maximum amount of tax that a city can impose on bingo and raffles from ten to five percent of the gross receipts, to be effective on January 1, 2000 (RCW _____); and

WHEREAS, the City of Gig Harbor's code allows the City to impose a ten percent tax on the gross receipts from bingo and raffles; and

WHEREAS, the City's code must be amended to be consistent with State law; NOW, THEREFORE,

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

Section 1. Section 3.24.030 of the Gig Harbor Municipal Code is hereby amended to read as follows:

3.24.030 Tax levied on designated activities - Amount.

There is hereby levied upon all persons, associations and organizations conducting or operating within the city any of the activities listed below a tax to be paid to the city of Gig Harbor, Washington, in the amount hereinafter specified:

- A. Bingo and raffles: Operators shall pay a tax in the amount equal to ~~10~~ 5 percent of the gross receipts from a bingo game or raffle, less the amount awarded as cash or merchandise prizes.

* * *

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

Section 3. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and the City Clerk shall ensure publication of an approved summary thereof consisting of the title. The change in the tax imposed by this Ordinance shall not be effective until January 1, 2000.

APPROVED:

MAYOR GRETCHEN WILBERT

ATTEST/AUTHENTICATED

CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

CAROL A. MORRIS

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

SUMMARY OF ORDINANCE NO. ____

of the City of Gig Harbor, Washington

On _____, 1999, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO GAMBLING TAXES, REDUCING THE AMOUNT OF TAX THE CITY IMPOSES ON BINGO AND RAFFLES FROM 10 TO 5 PER CENT OF THE GROSS RECEIPTS, IN ACCORDANCE WITH RECENT WASHINGTON STATE LEGISLATIVE AMENDMENTS; AMENDING SECTION 3.24.030 OF THE GIG HARBOR MUNICIPAL CODE, AND SETTING AN EFFECTIVE DATE OF JANUARY 1, 2000.

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

APPROVED by the City Council at their meeting of _____, 1999.

CITY CLERK, MOLLY TOWSLEE



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: RESOLUTION ADOPTING THE GIG HARBOR/KEY
PENINSULA REGIONAL EMERGENCY PLAN
DATE: SEPTEMBER 8, 1999

INFORMATION/BACKGROUND

For the past several years, the city has been working in conjunction with Pierce County Department of Emergency Management, the fire districts, school district, local utilities and other interested parties to establish emergency management policies, which outline regional functions and responsibilities. The purpose of the plan is to protect lives and property through preparedness and mitigation activities and through coordination of multi-agency efforts. This Regional Plan will be reviewed and revised yearly.

Meetings with these jurisdictions occur on a monthly basis for continued coordination. An occasional practical exercise helps everyone involved to model how the system may work, to assess where it needs improvement, and to help in the planning process.

A copy of the plan is located in the library at City Hall for review.

RECOMMENDATION

Move to adopt the Resolution adopting the Gig Harbor/Key Peninsula Regional Emergency Plan.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF GIG HARBOR
ADOPTING THE GIG HARBOR/KEY PENINSULA
REGIONAL EMERGENCY PLAN RELATING TO
EMERGENCY SERVICES.**

WHEREAS, it is in the mutual public interest of the City of Gig Harbor to adopt a regional emergency plan, since disasters do not recognize jurisdictional boundaries and the needs of the community during crisis situations can be met more effectively if there is a coordinated application of combined resources; and

WHEREAS the Gig Harbor/Key Peninsula Regional Emergency Plan is a cooperative effort to join in establishing combined emergency management organizations and a joint emergency plan in compliance with the above referenced state statute and regulations;

WHEREAS, the Gig Harbor / Key Peninsula Regional Emergency Plan has recently been developed and is ready for adoption by the City Council;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gig Harbor that the Gig Harbor / Key Peninsula Regional Emergency Plan, which can be reviewed in the office of the City Clerk.

RESOLVED this ____ day of _____, 1999.

APPROVED:

GRETCHEN A. WILBERT, MAYOR

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

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



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: KAY TRUITT
DATE: SEPTEMBER 13, 1999
SUBJECT: AGREEMENT FOR ON-LINE ACCESS G.I.S., PIERCE COUNTY

INFORMATION/BACKGROUND

The proposed Agreement for On-line Access to County Information Systems is in accordance with the City of Gig Harbor's 1999 Annual Budget, Fund 101, Street Operating 1999 Capital Outlay, Item #5 - G.I.S. software \$20,000. The agreement contains terms for Scope of Service, Fee for Service, Conditions of Use, Security and Liability, System Operations, Pierce County and City Contacts, Security Access Agreements for Employees, Disclaimers and Warranties.

POLICY CONSIDERATION

The agreement is a Pierce County standard agreement and is required to utilize Pierce County Wide Area Network resources. The contract has been reviewed, rewritten and refused by Pierce County. Agreement has been reached with Pierce County for a modification of the exhibits attached to the contract, which tends to further clarify liability issues. Legal Counsel is concerned with Pierce County's refusal to change its basic standard (boiler plate) contract. Twenty agencies have signed and accepted Pierce County's basic standard contract to date. The standard contract is such that it covers a broad spectrum of on-line access to Pierce County to include, but not limited to the following types of informational access: internet, financial, confidential, personnel, political and email. The contract refers to all types of informational access and not solely G.I.S. Our security access will be limited to G.I.S.

FISCAL CONSIDERATIONS

The terms consist of a portion of the budgeted amount, initially \$15,000, with the remaining balance of \$5,000 incurred as we add on-site equipment, users, security, software and training at Gig Harbor.

RECOMMENDATION

Administrative staff recommends that Council motion to sign the Agreement for On-line Access to Pierce County G.I.S. Legal Counsel will express several reservations about the contract.

**PIERCE COUNTY
COMMUNITY INFORMATION/NETWORK SERVICES AGREEMENT #9475
FOR ON-LINE ACCESS TO COUNTY INFORMATION SYSTEMS**

City of Gig Harbor, hereinafter called **Requestor**, and Pierce County, hereinafter called **County**, agree as set forth in this Agreement, including:

(Agreement), pp. 1 to 5,
Attachment 1(Definitions), pp. 6,
Exhibit A (Scope of Services), pp. A1 to A2,
Exhibit B (Security Access Agreement), pp. B1,
Exhibit C (Disclaimers), pp. C1, and
Exhibit D (any Special Provisions), pp. D1.

copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence on the ___ day of _____, 19 99, and shall, unless terminated or renewed elsewhere in the Agreement, terminate on the ___ day of _____.

This Agreement will be binding upon the **Requestor**, officers, agents and employees. The person(s) executing this Agreement on behalf of the **Requestor** are fully authorized to sign this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of _____, 19 ___.

REQUESTOR:

Name

Signature

Title of Signatory

Address:

Mailing Address:

Contact
Name: _____

Contact
Phone: _____

Contact
FAX: _____

PIERCE COUNTY:

Recommended:

Department Director
Date

Prosecuting Attorney (as to form only)
Date

Budget and Finance
Date

Approved:

Executive Director (if applicable)
Date

or

County Executive (if over \$50,000) Date

AGREEMENT FOR ON-LINE ACCESS TO COUNTY INFORMATION SYSTEMS

The terms of this Agreement will remain in full force and effect for a five (5) year period ending on _____, _____, subject to thirty (30) days written notice of termination by either party to the other.

The parties, in consideration of the terms and conditions described below, agree as follows:

SCOPE OF SERVICE

- 1) The **County** agrees to provide the services described in Exhibit A (referred to as Service) according to the terms of this agreement. **Requestor** agrees to provide access to and use of the Service and all other resources necessary to use the Service under this agreement.

FEE FOR SERVICE

- 2) **Requestor** agrees to pay for the services in accordance with the rates or charges set forth in Exhibit A. The **County** will notify the **Requestor**, in writing, of annual service rates during the first quarter of each year. New rates will be effective on April 1 of each year. The **County** will bill the **Requestor** quarterly with terms of net cash, payable within thirty (30) days after the statement date. **Requestor** shall pay all applicable taxes related to use of the Service by **Requestor**. Non-payment for Services shall result in the termination of the Services.

CONDITIONS OF USE

- 3) The **City** represents and agrees that the **City's** use of the **County's** information and data systems will not be used for commercial purposes contrary to the requirements of **RCW 42.17.260(9)** and **WAC 390-13-010**.
- 4) **Requestor** agrees not to use the Service nor any of its elements or related facilities or capabilities to conduct any business or activity, or solicit the performance of any activity, which is prohibited by or would violate any applicable law, rule, regulation or legal obligation.
- 5) The parties agree that should **Requestor** use this Service in a manner contrary to the terms of this Agreement, **Requestor** will be ineligible to receive any similar information in the future and **Requestor** will be subject to all applicable civil and criminal penalties.

- 6) The **Requestor**, its officers and employees, will:
- a) Maintain the confidentiality of County information.
 - b) Comply with **Pierce County Data Dissemination Disclaimer** (Appendix C) and refrain from releasing or providing Pierce County data to other entities (secondary data dissemination). Since this County Policy is based on RCW(s) and ordinances, changes are made annually and will be provided at the same time as the annual service rates (as stated in Section 2).
 - c) Maintain the proprietary nature of Pierce County software or data systems used by the **Requestor** under the terms of this Agreement.

These conditions shall be met except upon the prior written consent of the steward County department and the Pierce County Prosecuting Attorney, or an order entered by a court after having acquired jurisdiction over the **County**.

- 7) **Requestor** will immediately give to the **County** notice of any judicial proceeding seeking disclosure of **County** information by contacting the Pierce County Prosecuting Attorney's Office.
- 8) **Requestor agrees** not to upload, post or otherwise publish on or over the Service, and not seek on or over the Service, any software, file, information, communication or other content:
- a) which violates or infringes upon the rights of any other;
 - b) which, under the circumstances and in **County's** good faith judgment, is, or is likely to be perceived by an intended recipient or target as, defamatory, deceptive, misleading, abusive, profane, offensive or inappropriate;
 - c) which constitutes a threat to, harassment of, or stalking of another;
 - d) which adversely affects the performance or availability of the Service or County resources;
 - e) which contains any virus, worm, cancelbot, harmful component or corrupted data; or
 - f) which, without the approval of the **County**, contains any advertising, promotion or solicitation of goods or services for commercial purposes.
- 9) Subject to the terms of this Agreement, the **County** grants to **Requestor** and authorized users a personal, non-exclusive, nonassignable and nontransferable license to use and display the software (referred to as Software) provided by or on behalf of **County** for purposes of accessing the Service

on any machine(s) of which **Requestor** is the primary user or which **Requestor** is authorized for use. Unauthorized copying of the Software, including software that has been modified, merged or included with the Software, or the associated written materials is prohibited. **Requestor** may not sublicense, assign or transfer this license or the Software except as permitted by **County**.

LIABILITY

- 10) The information supplied by the **County** pursuant to this Agreement is provided on an "as is basis" and "with all faults" and **Requestor** will have no remedy at law or equity against the **County** in the event information provided to the **Requestor** is inaccurate, incomplete or otherwise defective in any way.
- 11) The **Requestor** agrees to hold the **County**, its appointed and elective officers and employees, harmless from any and all claims, liability, fines, judgements, settlements and penalties, including attorney fees and costs, made by any person as a result of making such information available to **Requestor** for **Requestors'** use.

SYSTEM OPERATIONS

- 12) The **County** retains the right to modify current systems at its discretion. The **County** will make no systems modifications on **Requestors'** behalf unless specifically detailed in Exhibit A. The **Requestor** is responsible for ascertaining the impact of changes on their business.
- 13) **Requestor** agrees that each and every person given the right to access **County** information will use a unique user name assigned by Pierce County Information Services staff. Each user will sign the most current system and security agreement(s) (Exhibit B) and return to Pierce County Information Services with written request for security access.
- 14) **Requestor** understands that priority is assigned to regular **County** work which may require a reasonable delay in responding to **Requestors'** requirements from time to time. The **County** shall not be held liable for service interruptions.
- 15) **Requestor** is to provide and maintain all required computer equipment and telephone service necessary to connect to the **County** data and systems in the manner authorized by the **County**.
- 16) **Requestor** is to ensure that all equipment and software used to access the Pierce County systems

defined in Exhibit A, will be compatible with existing **County** configurations.

- 17) **Requestor** agrees to keep the **County** informed of any network connectivity between them and other organizations.
- 18) **Requestor** understands and agrees that on-line access will be available only between the hours of 8:00 a.m. and 5:00 p.m. Pacific time, Monday through Friday, exclusive of legal holidays observed by the **County**. Limited on-line access may be available outside of these hours. The **County** shall not be held liable if the system/network is off-line and not accessible.

CONTACTS

- 19) The **County** will provide a list of contacts to administer the Services provided under this agreement.
- 20) **Requestor** will provide the names of two (2) of their employees who will be the primary contacts with Pierce County staff. Requests for new users, user modifications or user assistance will come from these contacts. A method of verification will be provided to these employees to use when identifying themselves to Pierce County.
- 21) **Requestor** is to contact the **County** and request deletion of a staff's user name within 24 hours following notice of termination of their employment with the **Requestor**.

SPECIAL PROVISIONS

- 22) Special provisions are listed in Exhibit D.

ATTACHMENT 1

Definitions

1. **Service** Service or Services is defined as this contract between the Requestor and the County to provide the work products described in Exhibit A, Scope of Work.
2. **Annual Service Rates** The fees and charges for the Service(s) from the County that will be reviewed and adjusted yearly as described in Exhibit A, Scope of Services.
3. **Commercial Purposes** The commercial use of the County data is prohibited per RCW 42.17.260(9). This statute says that the County systems and data may not be used to produce lists of names or contact individuals for commercial use or purpose.
4. **Steward Departments** One, or in some cases multiple, County departments are designated as the steward of each particular named computer system and its corresponding set of information media (data files, databases, screens, views, reports, menus, and query access). As such, steward departments have the authority to determine data access methods, the dissemination mechanism and secondary data dissemination rules (primary data dissemination rules are specified in a separate County policy statement) for any request to access such systems and information media. In order to execute this authority, steward departments are responsible for the maintenance of security, accuracy, and integrity of the computer systems and information media.

Exhibit A - On-Line Services from Pierce County

Requestor: City of Gig Harbor	Contract #: 9475	Calendar Year Rates Shown: 1999
--------------------------------------	-------------------------	----------------------------------------

System Name:	CountyView - Pierce County's desktop GIS system
Description of System:	CountyView allows users to access all available GIS data in Pierce County. The system provides users with the ability to display themes of data, perform search and locate, query associated tabular data, perform spatial analysis, and utilize customized County GIS functionality.
Steward:	Information Services Department / GIS Division

Services		Charges	
Use of the CountyView Application	CountyView has been in production for 3.5 years at Pierce County. The software has been customized and optimized for County business functions and includes data management for over 250 themes of data, owner notify application, census query application, locate function, annotation function, road atlas application and customized quick map product generation. Contact Art Seeley at 253 798-3688 for information regarding digital ortho extension.	Information Services charges: CountyView Application	0
GIS Hardware	To directly connect to Pierce County's CountyView, the agency will share the use of a Unix server with other agencies. The server can handle approximately 20 concurrent ArcView users. The server will be equipped with the necessary software licenses and for each agency <u>2 gigabytes of disk storage will be reserved</u> for data and projects. The cost of this server is directly paid by the agencies using the system.	Portion of leased server (HW and SW)** There are no fees for upgrades. When the server needs to be upgraded fees will be reassessed	\$5,500.00
CountyView StartUp Services	StartUp services includes: <ul style="list-style-type: none"> • Training and materials for 0-8 staff on CountyView Lite (4 hr. class) Staff must be familiar with a Windows environment • Analyst assistance (3 hours) to enter Agency data themes into CountyView • Meta data assistance (2 hours) to learn how to prepare data dictionary information • A management presentation on the use and benefit of GIS Startup services do not impact monthly support.	Information Services charges: 500 \$/startup	\$ 500.00
CountyView Agency Support	Analyst assistance for 20 hours per month on GIS project implementations and use of CountyView. Projects can include: <ul style="list-style-type: none"> - on-call phone support and trouble shooting - advanced training on software functionality - database design and data development (conversion) procedures 	50,000/10 Dedicated support staff (20 hrs per mo)	\$ 5,000.00

	<ul style="list-style-type: none">- project implementation assistance- software development hours can be accumulated for several months to devote to a larger project.		
CountyView Maintenance	The ongoing maintenance of the CountyView application requires certifying the software on new platform releases (NT, Unix, PC), maintaining data sets, loading data sets into CountyView, making enhancements to the system, and adding applications and extensions. Each year over 50 new data sets are added to CountyView (external and internal) and a minimum of three new applications are added. These enhancements are in response to user requirements and each agency will have input in this process as well.	80,000/20 (10 depts, 10 cities) CountyView Maintenance and Enhancement	\$ 4,000.00
The GIS Community Service	The growing GIS community in Pierce County can leverage each other's expertise to optimize the use of GIS. Pierce County GIS will facilitate this sharing of information and data by: <ul style="list-style-type: none">- conducting monthly Project meetings to discuss GIS applications and projects. This meeting is intended for managers and staff to learn about benefits and uses of GIS.- conducting monthly Technical meetings to discuss technical and quality questions. This meeting is intended for hands-on technical users who have software questions.- prepare the monthly GIS Bulletin which describes the GIS projects in the County, the status of GIS data conversion, notes from the Project meetings and training schedules.- maintain the CountyView Quick Reference Guide and the Data Catalog for easy reference to the system and data. Agency staff are welcome to attend the meetings and will receive a GIS Bulletin.	0	0
		Total Charges for CountyView Access:	\$15,000

² Hourly rate to be used will be the Information Services/GIS personnel hourly rate which changes each calendar year. 1999 is \$58.

Agency support and CountyView maintenance rates are subject to yearly adjustment. Access by the Requestor to the above system at the calendar year rates shown is approved by:

Information Services Director Date

Pierce County GIS Manager Date

Requestor Date

Exhibit A - On-Line Services from Pierce County

Requestor: Gig Harbor, City Of	Contract #: 9475	Calendar Year Rates Shown: 1999
---------------------------------------	-------------------------	----------------------------------------

System Name:	Pierce County Wide Area Network
Description of System:	The computing infrastructure of Pierce County. Connecting to this via secure, approved methods will allow access to systems where steward approval has been obtained.
Steward:	Information Services Department

Services		Charges	
One-time setup:	<p>Information Services will set up accounts with passwords for a list of users provided by the Requestor for each system included in this Exhibit A.</p> <p>Included in the one-time router setup fee is up to 4 hours of initial configuration consultation to discuss your hookup options and to review your proposed connectivity equipment order. Information Services time spent connecting your telecommunications line at our router end and any associated troubleshooting will be charged at our hourly personnel rate in 15 minute increments.</p>	Information Services charges:	<p>1) User account setup is included as part of monthly user fees (see on-going charges).</p> <p>2) \$2,500 per router port for LAN connection to Pierce County router (Requestor pays for all equipment needed up to router port).</p>
Ongoing Charges:	<p>The Wide Area Network monthly charge is a utilization fee charged to all users on the network that pays for resources necessary to maintain and enhance the network.</p> <p>Information Services will set up accounts with passwords for any new users for each system included in this Exhibit A.</p> <p>Help Desk level one connectivity phone support.</p> <p>Direct services specifically outlined in this exhibit A are:</p> <ul style="list-style-type: none"> • Configuration and connectivity assistance. 	Information Services charges:	<p>1) Wide Area Network charge of \$7.50 per user per month¹. Help Desk level one connectivity phone support and account setup/deletion are all included in this monthly charge.</p> <p>2) Direct services outlined in this contract will be charged at our personnel rate of \$60 per hour²</p> <p>3) \$500 annual maintenance per router port connection to Pierce County router (prorated first year).</p>
Other:	Communications Links:	Requestor agrees to pay all installation and monthly telecommunications charges for any lines used to access Pierce County.	

Security:

Remote Access Authorization: Requestor agrees to buy remote authentication keyfob for each user accessing Pierce County (Pierce County will bill approximately \$75 for each keyfob unit, which lasts 4 years, provided to a user).

Encryption: Requestor agrees to purchase and use any encryption software required by Pierce County to access specific systems. If necessary, requestor agrees to upgrade operating systems on PCs needing the encryption software in order to comply with encryption software requirements.

¹ Monthly rate to be used will be the Monthly User Fee for external Pierce County users which changes each calendar year. 1999 is \$7.50.

² Hourly rate to be used will be the Information Services personnel hourly rate which changes each calendar year. 1999 is \$60.

Access by the Requestor to the above system at the calendar year rates shown is approved by:

Pierce County Information Services Director

Date

Pierce County PC and Network Services Manager

Date

Requestor

Date

EXHIBIT B

**PIERCE COUNTY COMPUTER NETWORK AND INFORMATION
SECURITY ACCESS AGREEMENT**
for Employees, Contractors, Volunteers and External Agency Employees.

Access to the Pierce County Network has been provided to you so you may complete specific activities related to your job duties or contractor agreement. Any use beyond what is agreed upon and described in your duties/contract is not allowed. Security will be in place to limit your activities on the network. By signing this agreement, you state that you will not attempt to access information or services not meant to be available to you on the Pierce County network as described in your assigned duties.

You also agree to safeguard any passwords provided to you to access Pierce County systems. You must configure your access to the Pierce County network so that a password must be typed in each time you access the system(s). You cannot share this password with any one else. Log out of Pierce County systems whenever you cease working on the system or whenever you are away from your computer.

You are responsible for any damage caused by actions you take on the Pierce County network that are outside of those described in your duties/contract.

You are to use the utmost discretion in preserving the confidential nature of any information you are authorized to access. Information is to be obtained for authorized purposes ONLY. Obtaining any information for personal use is prohibited; this includes looking up information in any of the computer databases for personal use. As an employee or contractor you may not observe, obtain, nor ask another person to obtain confidential information for personal reasons. You shall not disclose information of a confidential nature. Releasing information may be in violation of the laws of the State of Washington, for example a violation of the provisions of the Criminal History Privacy Act (RCW 10.97) shall constitute a misdemeanor and may result in criminal prosecution. When in doubt, be discreet, and talk with your Pierce County supervisor/contact. It is better to err on the side of caution than on the side of carelessness.

I have read and understand the above policy regarding computer network access and confidential information and have received copy of same.

Agency/Employer _____

Employee/Contractor

First Name:																			
Last Name:																			
Phone No.:																			

Date: _____ Employee/Contractor Signature: _____

Date	Pierce County Authorizing Signature		
Information Services Internal Use Only	Key Fob#	Login Name Assigned	Systems Accessed

EXHIBIT C

DISCLAIMERS TO and WARRANTY BY USERS of PIERCE COUNTY GIS DATA

1. Limitations

Requestor seeks access to the data described in "Attachment A". The County makes no warranty, express or implied, concerning the data's content, accuracy, currency or completeness, or concerning the results to be obtained from queries or use of the data. **ALL DATA IS EXPRESSLY PROVIDED "AS IS" AND "WITH ALL FAULTS"**. The County makes no warranty of fitness for a particular purpose, and no representation as to the quality of any data. Users of data are responsible for ensuring the accuracy, currency and other qualities of all products (including maps, reports, displays and analysis) produced from or in connection with Pierce County's data. No employee or agent of Pierce County is authorized to waive or modify this paragraph. If a user informs others that a product is based upon Pierce County's data, the County specifically requests and directs that the user also disclose the limitations contained in this paragraph and in paragraph 4.

2. Data Interpretation

Pierce County data is developed and maintained solely for County business functions, and use or interpretation of data by the Requestor or others is the solely their responsibility. The County does not provide data interpretation services.

3. Spatial Accuracy

Map data can be plotted or represented at various scales other than the original source of the data. The Requestor is responsible for adhering to industry standard mapping practices which specify that data utilized in a map or analysis, separately or in combination with other data, will be produced at the largest scale common to all data sets. For example: if the zoning data scale is 1"=200' and the city boundary data set is 1"=2000', the data sets should be used at a scale of 1"=2000' or smaller.

4. No County Liability

Each party shall not be liable to the other (or transferees or vendees of either party) for damages of any kind, including lost profits, lost savings or any other incidental or consequential damages relating to the providing of the data or the use of it. Each party shall have no remedy at law or equity against the other in case the data provided is inaccurate, incomplete or otherwise defective in any way.

5. Requestor's Warranty Against Commercial Use of Lists

RCW 42.17.260(9) prohibits the release of lists of individuals requested for commercial purposes, and Requestor expressly represents that no such use of any such list will be made by Requestor or its transferee(s) or vendee(s). "Commercial purposes" means contacting or in some way personally affecting the individuals identified on the list with the purpose of facilitating one's commercial activities.

6. Project Data

Requestors are encouraged to supply their project data back to the County for use by the County.

Firm: _____ Authorized Agent: _____ Date: _____

EXHIBIT D
SPECIAL PROVISIONS

I. Additional Definitions

“Data” is defined as information of an electronic or digital format as in diskettes, electronic file attachments, Zip disks, file transfer protocol (FTP), CD’s, R/W disks, and any electronic medium such as digital tape.

“Document” is defined as hard copy work product information from the service, including, but not limited to letters, words, pictures, symbols, maps, or any combination thereof. “Document” does not include any “Data” as defined above.

II. Explanation of “Conditions of Use,” Section 6 and Appendix C

“Secondary data dissemination” does not include the City’s disclosure of documents printed from the service. The City agrees to immediately notify the County as provided in Section 6 of the Agreement and Appendix C thereto, when the City receives a request for the County’s data. If the City transmits such a request to the County, the County agrees to respond within the deadline in RCW 42.17.320. The City shall not be required to defend the County’s refusal to disclose any data.

If the City receives a request for a document(s) printed from the service, the City shall make a decision whether such document(s) is exempt from disclosure and process the request accordingly. The County need not be contacted in those instances where a request is made for a document(s) only.