

# **Gig Harbor City Council Meeting**



**November 22, 1999**

## AGENDA FOR GIG HARBOR CITY COUNCIL MEETING

November 22, 1999

### CALL TO ORDER:

PUBLIC HEARINGS: Final Public Hearing - 2000 Budget.

### 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 November 8, 1999, City Council Meeting.
2. Correspondence / Proclamations:
  - a. Proclamation - World Aids Day.
3. City Hall Backup Generator Installation.
4. WWTP Generator Installation - Consultant Services Contract.
5. 38<sup>th</sup> Avenue Improvement Project/Survey Work - Consultant Services Contract.
6. Kimball Drive Improvement Project & Grandview Athletic Field/Survey Work - Consultant Services Contract.
7. Burnham Drive Waterline Extension Project/Engineering Services - Consultant Services Contract.
8. Department of Corrections Latecomers Agreement.
9. Purchase of Hardware/Software for Scanned Documents.
10. Approval of Payment of Bills for November 22, 1999:  
Checks # 23703 through #23775 in the amount of \$308,094.00.
11. Liquor License Approval - Central 76, Gig Harbor Gasoline LLC.
12. Liquor License Renewals: JT's Original Louisiana Bar-B-Q; Harborview Grocery; Uddenberg's Thriftway #277.

### OLD BUSINESS:

1. Second Reading of Ordinance - East-West Road Local Improvement District.
2. Second Reading of Ordinance - 2000 Budget.
3. Second Reading of Ordinance - Variance From Public Works Standards.

### NEW BUSINESS:

1. First Reading - Amendment to the 1999 Budget and Amendment to the Capital Facilities Element of the 1996 Comprehensive Parks, Recreation and Open Space Plan.
2. Legal Services Agreement.
3. Employees' and Supervisory Employees' Guild Contracts.

### PUBLIC COMMENT/DISCUSSION:

### COUNCIL COMMENTS:

### STAFF REPORTS:

### ANNOUNCEMENT OF OTHER MEETINGS:

EXECUTIVE SESSION: For the purpose of discussing pending litigation per RCW 42.30.110(i) and personnel issues per RCW 42.30.110(g). No action will be taken after the session.

### ADJOURN:

DRAFT

REGULAR GIG HARBOR CITY COUNCIL MEETING OF NOVEMBER 8, 1999

**PRESENT:** Councilmembers Ekberg, Young, Owel, Dick, Picinich, and Mayor Pro-Tem Markovich.  
Mayor Wilbert was absent.

**CALL TO ORDER:** 7:02 p.m.

**PUBLIC HEARING:**

1. Creation of Local Improvement District – East-West Road - Mayor Pro-Tem Markovich opened the public hearing on this agenda item. Dave Rodenbach, Finance Director, gave a brief overview of the cost breakdown for the creation of the Local Improvement District for the East West Road.

John Rose – Pope Resources, P.O. Box 1780, Poulsbo WA 98370. Mr. Rose said that he wished to express conditional support of the ordinance. He provided copies of a letter previously given to staff, outlining the conditions.

Dale Pinney – First Western Development, 120 W Dayton #D-9, Edmonds WA Mr. Pinney voiced his support with a few concerns as outlined in his September 23<sup>rd</sup> letter. These concerns were mainly in regard to utilities.

Scott Miller – 68602 Cromwell Beach Dr., Gig Harbor WA 98335. Mr. Miller spoke in support of the LID with a few concerns. He distributed a letter addressing these issues. Mr. Miller pointed out that his family had not been a part of the pre-annexation agreement and wanted to be assured of available road capacity.

2. 2000 Budget - Mayor Pro-Tem Markovich opened the public hearing on this agenda item. Dave Rodenbach, Finance Director, gave a short explanation of the changes to the budget since last year.

The public hearing was closed at 7:15 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 October 25, 1999, City Council Meeting.
2. Correspondence / Proclamations:
  - a) Letter from Tacoma Power regarding the formation of a LID.
  - b) Letter to Ms. Yasuko Wada regarding the Sister City Program.
  - c) Letter to Representative Pat Lantz regarding KGHP.
  - d) Proclamation – Inez Glass Appreciation Day

- e) Letter from WSDOT – Rosedale Street Improvement Project.
3. Burnham Drive Waterline Extension Biological Assessment – Consultant Services Contract.
4. Approval of Payment of Bills for November 8, 1999;  
Checks #23595 through #23702 in the amount of \$101,574.62.

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

**OLD BUSINESS:**

1. Reintroduction of Ordinance – Parks Impact Fees and Transportation Impact Fees – City Administrator Mark Hoppen gave a brief overview of the Impact Fee ordinance and the changes that were made as a result of the November 3<sup>rd</sup> meeting.

Dave Morris, P.O. Box 401 Gig Harbor WA 98335. – Mr. Morris stated that the Chamber of Commerce position remained the same and that they were still in support of the Impact Fees.

Bob Camp, Master Builders Association, 3608 East Bay Dr., Gig Harbor WA 98335. Mr. Camp voiced his concerns over the ratio of park space relative to the population and the formulas being used to determine this.

Jay Vasconcelus, Gig Harbor. Mr. Vasconcelus spoke in support of the impact fees. He commended staff and council for their work and explained how many other cities and the State of California have had impact fees in place for quite some time.

Carol Morris, Legal Counsel, gave a brief explanation of the action council could take tonight. She explained the council could pass the ordinance tonight with a super majority or hold it over until the next meeting.

**MOTION:** Move to reduce parks impact fee amount from \$1500.00 to \$1200.00.  
Picinich/ - Motion died -- lack of a second

**MOTION:** Move to adopt Ordinance No. 828.  
Ekberg/Young – unanimously approved.

2. Second Reading of Ordinance – Development Agreement. Ray Gilmore, Planning Director gave a brief overview of this ordinance and the change to require the Planning Commission to make the recommendation versus the Hearing Examiner making a recommendation to the City Council. Councilmember Young asked staff about the anticipated frequency of these agreements and the impact to staff. Mr. Gilmore responded that the agreements were an enhancement to the Utility Extension agreements with more specificity and they can have time limits imposed on them.

**MOTION:** Move for adoption of Ordinance No. 829 with changes.  
Picinich/Ekberg - unanimously approved.

3. Second Reading of Ordinance – 2000 Tax Levy Ordinance. Dave Rodenbach presented this second reading of this ordinance setting the 2000 property tax levy. He explained the changes since last year. Councilmember Young asked about the effects of increased population.

**MOTION:** Move we adopt Ordinance No. 830.  
Ekberg/Owel - unanimously approved.

**NEW BUSINESS:**

1. Public Works Director Contract. – City Administrator Mark Hoppen introduced this Public Works Director contract with David Skinner. Mr. Hoppen gave a brief history of Mr. Skinner's employment with the city and his recommended approval of this contract.

**MOTION:** Move to approve Public Works Director Contract with David Skinner.  
Dick/Owel – Unanimously approved.

2. Declaration of Surplus Equipment – Public Works Director David Skinner presented this resolution declaring the specified equipment surplus and eligible for sale.

**MOTION:** Move to approve Resolution No. 540.  
Picinich/Young - unanimously approved.

3. First Reading of Ordinance – 2000 Budget. – Finance Director Dave Rodenbach presented the year 2000 Budget and reminded everyone of the study sessions on November 15<sup>th</sup> and 16<sup>th</sup> at 6:30 pm.

4. First Reading of Ordinance – East-West Road Local Improvement District. – Dave Rodenbach, Finance Director gave a brief summary of the breakdown of assessments for construction of the East-West Road.

**PUBLIC COMMENT/DISCUSSION:**

1. John Rose – Pope Resources, P.O. Box 1780, Poulsbo WA 98370 - Mr. Rose thanked the City Council for providing a forum for discussion on the East/West Road LID and the Impact Fees.

**COUNCIL COMMENTS:** None.

**STAFF REPORT:**

**ANNOUNCEMENT OF OTHER MEETINGS:**

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

**MOTION:** Move to adjourn to executive session at 8:04 p.m. for approximately fifteen minutes.  
Markovich/Owel - unanimously approved.

**MOTION:** Move to return to regular session at 8:15 p.m.  
Markovich/Owel - unanimously approved.

**ADJOURN:**

**MOTION:** Move to adjourn at 8:16 p.m..  
Owel/Picinich – unanimously approved.

Cassette recorder utilized.  
Tape 549 Side B 027 - end.  
Tape 550 Side A 000 - end.  
Tape 550 Side B 000 - .

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Mayor

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City Clerk

# PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, the global spread of HIV infection and AIDS necessitates a world-wide effort to increase communication, education and action to stop the spread of HIV/AIDS; and,

WHEREAS, the joint United Nations Program on HIV/AIDS (UNAIDS) observes December 1 of each year as World AIDS Day, a day to expand and strengthen worldwide effort to stop the spread of HIV/AIDS; and,

WHEREAS, UNAIDS estimates that 33.4 million people are currently living with HIV/AIDS, with young people under the age of 25 accounting for more than half of all new infections; and,

WHEREAS, the American Association of World Health is encouraging a better understanding of the challenge of the HIV/AIDS nationally as it recognizes that the number of people diagnosed with HIV and AIDS in the United States continues to increase, with 688,200 AIDS cases reported (as of December, 1998); and,

WHEREAS, World AIDS Day provides an opportunity to focus on HIV infection and AIDS, caring for people with HIV infection and AIDS, and learning about HIV and AIDS; and,

WHEREAS, the 1999 World AIDS Day theme, *AIDS - End the Silence. Listen, Learn, Live!*, encourages us to (a) listen to young people, hear their views and concerns, and engage them in conversation about issues concerning sex, sexuality, and HIV/AIDS; (b) learn from one another about respect, participation, support, and ways to prevent HIV infection; and (c) live in a world where fewer people are infected with HIV, where the rights of young people are protected, and where those living with HIV/AIDS are cared for and are free from discrimination.

*NOW, THEREFORE, I, Gretchen A. Wilbert, Mayor of the City of Gig Harbor, hereby declare the day of December 1, 1999, as*

## *WORLD AIDS DAY*

and I urge all citizens to take part in activities and observances designed to increase awareness and understanding of HIV/AIDS as a global challenge, to take part in HIV/AIDS prevention activities and programs, and to join the global effort to prevent the further spread of HIV/AIDS.

  
\_\_\_\_\_  
Gretchen A. Wilbert, Mayor

*11-15-99*  
\_\_\_\_\_  
Date



City of Gig Harbor. The "Maritime City"

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

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR**  
**SUBJECT: CITY HALL BACKUP GENERATOR INSTALLATION**  
**- CONTRACT AWARD**  
**DATE: NOVEMBER 16 1999**

#### **INTRODUCTION/BACKGROUND**

Installation of a backup electric power generator for City Hall was budgeted for in 1999. On September 27, 1999 Council authorized purchase of a generator to serve the backup power generation requirements for the City's wastewater treatment plant and pump station 3/3A. This allows transfer of the 80 KW generator presently used for backup of the wastewater treatment plant's critical components to City Hall. Installation of the generator at City Hall will require the specialized skills of an electrical contractor.

Five electrical contractors capable of performing the installation were contacted in accordance with the City's Small Works Roster Process (Resolution No. 411). Two contractors responded with the following price quotation proposals:

Amaya Electric, Inc.	\$ 20,418.48
Custom Controls Corporation	\$ 25,781.75

Based on the price quotation proposals received, the apparent lowest price quotation received was from Amaya Electric, Inc. in the amount of twenty thousand four hundred eighteen dollars and forty-eight cents (\$20,418.48), including state sales tax. Both of the responding companies are qualified to perform the work.

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. Critical work will be performed on weekends to minimize disruption to City Hall.

#### **FISCAL CONSIDERATIONS**

Funds are available for this work.

#### **RECOMMENDATION**

I recommend that Council authorize award and execution of the contract for City Hall Backup Generator Installation, City Project No. 99-08, to Amaya, Electric, Inc., as the lowest responsible respondent, for their price quotation proposal amount of eighteen thousand nine hundred six dollars and no cents (\$18,906.00), plus state sales tax.





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

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

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR** *DRS*  
**SUBJECT: WWTP 800KW GENERATOR INSTALLATION**  
**- CONSULTANT SERVICES CONTRACT**  
**DATE: NOVEMBER 15, 1999**

#### **INTRODUCTION/BACKGROUND**

On September 27, 1999, the Council authorized the purchase of an 800 kW generator to provide backup power for the Wastewater Treatment Plant (WWTP). To complete the installation of the generator at the WWTP, an electrical consultant has been selected to prepare drawings and specifications for the installation and electrical modifications required. The plan and specifications will allow the City to advertise under the Small Works Consultant Services Roster for the installation of the 800 kW generator at the WWTP.

After reviewing the Consultant Services Roster, and checking with several sewerage agencies and sanitary engineering design firms, Casne Engineering, Inc., an electrical engineering consultant, was selected by staff as the most qualified firm to develop the plans and specifications for installation of the new generator at the WWTP. Their selection was based on Casne's experience and focus on electrical systems for sewerage facilities, and ability to perform the work.

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

Sufficient funds are available for this work.

#### **RECOMMENDATION**

I recommend that the Council move and approve execution of the Consultant Services Contract with Casne Engineering, Inc, in an amount not to exceed nine thousand five hundred seventy four dollars and no cents (\$9,574.00).

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

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

**RECITALS**

WHEREAS, the City is presently engaged in the design of the installation of the Wastewater Treatment Plant 800 KW Generator, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated October 29, 1999, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

**I. Description of Work**

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

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed nine thousand five hundred seventy-four dollars and no cents (\$9,574.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

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

### III. Relationship of Parties

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

### IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2000; provided however, that additional time shall be granted by the City for excusable days or extra work.

### V. Termination

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

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

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

## **VI. Discrimination**

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

## **VII. Indemnification**

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

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

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

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

## **VIII. Insurance**

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

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

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

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

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

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

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

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

#### **IX. Exchange of Information**

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

## **X. Ownership and Use of Records and Documents**

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

## **XI. City's Right of Inspection**

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

## **XII. Consultant to Maintain Records to Support Independent Contractor Status**

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

## **XIII. Work Performed at the Consultant's Risk**

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

#### **XIV. Non-Waiver of Breach**

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

#### **XV. Resolution of Disputes and Governing Law**

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

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

#### **XVI. Written Notice**

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

CONSULTANT  
Attn: Kenneth L. Albinder, P.E.  
Casne Engineering, Inc.  
355 118<sup>th</sup> Avenue SE, Suite 100  
Bellevue, Washington 98005  
(425) 454-3555

David R. Skinner, P.E.  
Director of Public Works  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98335

#### **XVII. Assignment**

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

**XIX. Entire Agreement**

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

By: *[Signature]*  
Casne Engineering, Inc.  
Its Principal

The City of Gig Harbor

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

Notices to be sent to:  
CONSULTANT  
Attn: Kenneth L. Albinger, P.E.  
Casne, Inc.  
355 118<sup>th</sup> Avenue SE, Suite 100  
Bellevue, Washington 98005

David R. Skinner, P.E.  
Director of Public Works  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98335

APPROVED AS TO FORM:

ATTEST:

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

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

I:\Projects\WWTP Engineering Study\CONSULTANT SERVICES CONTRACT-casne.doc



October 29, 1999

**EXHIBIT A  
SCOPE OF SERVICES**

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

**Attention: Mr. Wes Hill, Public Works Director**

**Subject: Gig Harbor Wastewater Treatment Plant  
Installation Design for 800 kW Standby Diesel Genset  
Electrical Scope & Fee Estimate**

Dear Wes:

Since we have exceeded the amount of pre-design effort for Pump Station 3A generator design and since the City has pre-purchased an 800 kW diesel engine genset, with outdoor enclosure to support both the wastewater treatment plant and the wastewater pump station 3A, we are providing this proposal for installation of the new genset with connections to the wastewater treatment plant and the wastewater pump station 3A.

The electrical tasks for this design are:

1. Prepare an overall one line diagram for the installation.
2. Prepare a plan drawing showing the revised routing of conduit and wire to existing panels and MCCs and location on the new 1200 amp automatic transfer switch (ATS). (Based on the City providing the background for this plan.)
3. Prepare a control wiring diagram for connection of:
  - a Low fuel indication
  - b Common trouble alarms
  - c Common shutdown alarms
  - d Start wiring from ATS
4. Identify circuits to feed block heater, battery charger, louver controls and other hand powered requirements.
5. A site visit will be required for verification of connection and location.
6. Specify conduit, wire and installation of genset details for pricing under a small works contract.
7. Submittal review of pre-purchased genset and ATS to verify equipment features/sizes.
8. Review the plans and specs with the City.
9. Answer questions during the pricing period.
10. We have not included any effort to provide fuel in addition to the skid mounted tank.

Attached is our fee estimate for this effort. We can begin on this design in November and could be ready for review within three weeks of authorization to proceed.

Please call if you have any questions regarding this proposal.

Sincerely,  
**CASNE ENGINEERING, INC.**



**Kenneth L. Albinger, P.E.  
Municipal Department Manager**

G:\DOCS\9810-prop\9810-9921\9810-9921-Gig Harbor Standby Gen 10-29-99\ecopeltr10-29-99.doc

Client Name CITY OF GIG HARBOR  
 Project Name 800 kW GENSET INSTALLATION DESIGN  
 Project Number P99280

Date 10-29-99  
 File FEES10-29-99  
 Tab FEEST1

Phase	Task/ Labor Code	Description of Task	Project Manager (PM) \$110	Senior Engineer (SE) \$99	Engineer (ENGR) \$84	Designer (DES) \$70	Auto CAD (CADDR) \$60	Clerical (WP) \$47	Total
		OVERALL WWTP ONE LINE DIAGRAM		14			10		\$1,986
		PLAN DRAWING OF GENSET TO ELECTRIC ROOM WITH CONDUIT AND WIRE		10			10		\$1,590
		CONTROL WIRING DIAGRAM		6			6		\$954
		SITE VISIT		8					\$792
		SPECIFICATIONS		12				4	\$1,376
		SUBMITTAL REVIEW		10					\$990
		REVIEW WITH CITY		5					\$495
		QC REVIEW	4						\$440
		QUESTIONS DURING PRICING		5					\$495
<b>Total Hours</b>			<b>4</b>	<b>70</b>			<b>26</b>	<b>4</b>	

Remarks:

Subtotal	\$9,118
Expenses	\$456
<b>TOTAL</b>	<b>\$9,574</b>

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



City of Gig Harbor. The "Maritime City"

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

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR** *DRS*  
**SUBJECT: CONSULTANT SERVICES CONTRACT - SURVEY**  
**DATE: NOVEMBER 15, 1999**

#### **INTRODUCTION/BACKGROUND**

Budgeted objectives for 2000 include design of the 38<sup>th</sup> Avenue Improvement project. Survey work is needed to establish right-of-way, topographic and other information to develop the project plans.

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

The scope includes surveying along 38<sup>th</sup> Avenue south of 56<sup>th</sup> Avenue to the City limits in anticipation of 38<sup>th</sup> Avenue Improvement project presently scheduled for 2001 as set forth in the adopted 6-Year Transportation Improvement Program. An optional task has been included for supplemental work as needed in support of other projects.

#### **POLICY CONSIDERATIONS**

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

#### **FISCAL CONSIDERATIONS**

Funds are available for this work in the Street Fund.

#### **RECOMMENDATION**

I recommend that the Council move and approve execution of the Consultant Services Contract with David Evans and Associates, Inc. for survey work in the amount not to exceed thirty-one thousand nine hundred four dollars and thirty cents (\$31,904.30).

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

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

**RECITALS**

WHEREAS, the City is presently engaged in the initial design of the 38<sup>th</sup> Avenue Improvement Project, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated November 16, 1999, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

**I. Description of Work**

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

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed thirty-one thousand nine hundred four dollars and thirty cents (\$31,904.30) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

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

### III. Relationship of Parties

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

### IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2000; provided however, that additional time shall be granted by the City for excusable days or extra work.

### V. Termination

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

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

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

## **VI. Discrimination**

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

## **VII. Indemnification**

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

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

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

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

## **VIII. Insurance**

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

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

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

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

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

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

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

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

### **IX. Exchange of Information**

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

## **X. Ownership and Use of Records and Documents**

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

## **XI. City's Right of Inspection**

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

## **XII. Consultant to Maintain Records to Support Independent Contractor Status**

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

## **XIII. Work Performed at the Consultant's Risk**

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



#### **XIV. Non-Waiver of Breach**

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

#### **XV. Resolution of Disputes and Governing Law**

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

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

#### **XVI. Written Notice**

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

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

David R. Skinner, P.E.  
Director of Public Works  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98335

**XVII. Assignment**

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

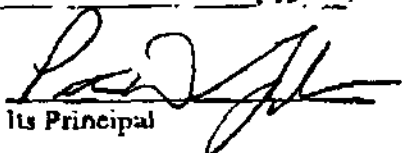
**XVIII. Modification**

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

**XIX. Entire Agreement**

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

By:   
Its Principal

The City of Gig Harbor  
By: \_\_\_\_\_  
Mayor

Notices to be sent to:  
CONSULTANT  
Attn: Randy A. Anderson, P.E.  
David Evans and Associates, Inc.  
3700 Pacific Highway East, Suite 311  
Tacoma, Washington 98424

David R. Skinner, P.E.  
Director of Public Works  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98335

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
City Attorney

ATTEST:  
  
\_\_\_\_\_  
Gig Harbor City Clerk

in:Projects\WWTP Engineering Study\CONSULTANT SERVICES CONTRACT-dea.doc

**CITY OF GIG HARBOR**  
**38<sup>TH</sup> AVENUE NW ROAD IMPROVEMENTS**  
**CITY LIMITS TO 56<sup>TH</sup> STREET NW**

**EXHIBIT A**

**SCOPE OF SERVICES**

**CSP 9803**

David Evans and Associates, Inc. (DEA) is pleased to provide this Scope of Services to the City of Gig Harbor for boundary and topographic survey work on a portion of 38<sup>th</sup> Avenue NW.

In general, this project involves the survey of approximately 5200 lineal feet of 38<sup>th</sup> Avenue NW between the southerly city limits of the City of Gig Harbor and 56<sup>th</sup> Street NW. The two southerly quadrants of the intersection of 38<sup>th</sup> Avenue NW and 56<sup>th</sup> Street NW are included in the project.

The survey work is being done as a first step for the improvement of this road to a two and three lane roadway section. The survey work will provide a base map showing details of the existing roadway and surrounding surface features, existing drainage courses, plan location of existing utilities, existing wetlands, and other existing topographic features.

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

**TASK 1---PROJECT MANAGEMENT**

- Attend one meeting with the City of Gig Harbor for the project. These would likely include a start up meeting to discuss the parameters of the work, communication lines, processes, and overall project orientation, a meeting at the 40% completion stage, and a meeting at project delivery which would also be a review and comment meeting for the city.
- Update the city on the status of the work being done as necessary or requested by the city.
- Prepare and submit monthly invoices to the City of Gig Harbor. If requested by the city the invoice will include a summary of the work accomplished during the billing period and the individuals who worked on the project. The invoices will show labor and expenses correlated to the task numbers included herein.
- Provide internal quality control review throughout the survey mapping process.

**TASK 2---PUBLIC NOTIFICATION**

- Attempt to directly contact property owners adjacent to the project or impacted by the project before entering onto their property to perform the survey work. After two

## EXHIBIT A – SCOPE OF SERVICES

attempts business cards will be left notifying the property owners of the pending work. If so requested by the city, a project notification letter prepared by the city will be delivered to each adjacent or impacted property owner.

- Respond to telephone calls or inquires about the work that is being performed by DEA survey crews.

### TASK 3--SURVEY CONTROL

- Research and obtain monument records, right-of-way plans, utility as-builts, and other pertinent records from the City of Gig Harbor and Pierce County.
- Verify survey control monumentation to establish centerline control of 38<sup>th</sup> Avenue NW and all abutting public and private roads that intersect 38<sup>th</sup> Avenue NW.
- Establish right-of-way lines along 38<sup>th</sup> Avenue NW and all abutting public roads.
- Establish private property lines and private roads and easements from Assessor-Treasure maps and records only. This work will not establish actual ownership but will give approximations only. Title reports will not be ordered for this task.
- Establish vertical control for the project using published Pierce County or City of Gig Harbor benchmarks. Additional benchmarks will be set within the project limits for construction purposes.
- Locate controlling monuments needed for street right-of-way location and future land acquisitions by the City of Gig Harbor.

### TASK 4---FIELD SURVEY WORK

- Develop contours at two-foot intervals with an error not to exceed one foot.
- Spot elevations of road centerline, edge of pavement, road intersections, road and driveway approaches, and other break points at a minimum of 50-foot roadway stations with a vertical accuracy of plus or minus .05 feet on hard surfaces.
- Locate all above ground structures, retaining walls, man-made objects, and similar features and identify on the topographic mapping.
- Locate all drainage structures, pipes, control devices and similar features including accessible pipe invert elevations, sizes, and identify the type of material.
- Locate all natural drainage courses and follow upstream or downstream for 100 feet past limits of the right-of-way and obtain applicable elevations and channel sizes.
- Locate all utilities in plan view only from utility as-builts and information developed by a utility locator service and identify as best as possible from field information.
- Locate all structures, associated landscaping, walkways, driveways, fences, walls, retaining walls, significant landscaping trees which are 6" and larger and yard improvements, and other applicable features within a one-foot tolerance.
- Locate clumps of trees of 12" in trunk diameter or larger or individual significant trees which are 24" in trunk diameter or larger.
- Locate all appurtenances within the road right-of-way including mail boxes, signs, traffic control devices, and similar features.
- Locate outline of thickly wooded areas only unless directed otherwise by the city.
- Develop plan and profile of all abutting public and private roads from 38<sup>th</sup> Avenue NW road centerline back 150 feet with cross sections at 50-foot intervals.

## EXHIBIT A – SCOPE OF SERVICES

All topographic work shall be obtained within a distance of 50 feet left and right of the centerline of 38<sup>th</sup> Avenue NW. Not included is the location of septic tanks, septic tank drainfields, or stormwater dispersion facilities, or similar features that are buried or inaccessible.

Subcontracted work for this task includes hiring a utility locator service.

### TASK 5--BASE MAPPING

- Prepare base maps at a 1" = 20' scale with roadway stationing starting at 0+00 at the southerly limits of the City of Gig Harbor and running northerly to 56<sup>th</sup> Street NW. North shall be to the top of the sheet. Bench mark information shall be noted along with the applicable datum. Basis of bearing information and survey control information shall be described and noted.
- Contours will be shown at two-foot intervals and paving or other hard surface elevations shall be to the nearest 0.05 feet with elevations of other surfaces shown to the nearest 0.10 feet.
- Base maps will include right-of-way lines and all topographic features noted in Task 4 above.
- The base maps will be delivered to the City of Gig Harbor in electronic point file format with descriptions using AutoCAD Version 14 and Softdesk 8.0. The 3-D TIN shall be included in the base drawing and will be in a format compatible with Softdesk 8.0.
- Plan sheet format and layout as provided by the City of Gig Harbor will be used. The city will provide DEA their standard sheet layout in electronic format
- Layering and symbols will conform to a APWA format or convention. DEA will provide the city with a layering and symbol standards sheet prior to the start of base mapping work for review and comment. The city will provide DEA with needed changes or revisions to the layering conventions or symbols prior to the start of base mapping work.
- The base maps will be put into sheet format suitable for future road improvement design work with the top half of the sheet showing the plan view and the bottom half reserved for a profile view. An existing road centerline profile will be developed. Station breaks at even roadway stations will be developed for each sheet.
- A hard copy of the base maps will be provided to the city that have been stamped and signed by a Professional Land Surveyor.

### TASK 6--WETLANDS DELINEATION

- Wetland boundary determination work will be conducted on the parcels located approximately on the 44<sup>th</sup> Street NW grid system on the east and west sides of 38<sup>th</sup> Avenue NW. The boundary determination will be conducted in the field following the Routine Determination Methods described in the 1997 *Washington State Wetlands Delineation Manual*. Where wetlands are present, the boundaries will be flagged approximately 200 feet from the road centerline. A sketch map will be prepared of

## **EXHIBIT A – SCOPE OF SERVICES**

the estimated wetland boundaries for use by DEA survey crews. The flagging information will be field surveyed and shown on the base mapping.

- A wetland determination letter report will present the findings of DEA's investigation. The report will include a characterization of site conditions; detailed description of on-site wetlands; function assessment based on Reppert et al. (1979); wetland classification and rating; buffer requirements and other regulatory implications' wetland survey map; and wetland field data forms. The report will be suitable for submittal to the Corps of Engineers and other regulatory agencies for review and approval. Five original reports will be submitted to the City of Gig Harbor.
- DEA will prepare two deliverables for services described above. A map showing the location of the wetland boundary (either as a separate map or combined with the project base map) and a wetland determination letter report.

### **ADDITIONAL SCOPE OF WORK OPTIONS**

DEA has the in-house expertise and will be available to perform additional services in connection with the project at the request of the City of Gig Harbor. These services include additional survey work, civil and traffic engineering design, specifications, engineering costs estimates, environmental and permitting work, preparation of easements or other legal descriptions and documents, public involvement, and construction surveying support.

### **SERVICES PROVIDED BY THE CITY**

- Permission to access onto adjoining private properties will be obtained by the City of Gig Harbor.
- Provide all available as-built utility plans, road and storm drainage plans, or other engineering plans
- Provide all available maps, plans, deeds, and other documents not available from others sources

### **REIMBURSABLES**

- Fees payable to various agencies for copies of legal documents obtained during the research phase of the project.
- Fees for reprographics and postage.

### **PROJECT COMPLETION**

DEA is available to begin work immediately upon authorization of this Scope of Work and will deliver a completed base survey map to the City of Gig Harbor on or before 30 working days after receipt of a written notice to proceed from the city.

CITY OF GIG HARBOR  
38TH AVENUE NW  
EXHIBIT B  
SCHEDULE OF RATES AND ESTIMATED HOURS

	Project Manager	Survey Manager	Survey Tech.	2-Person Crew	Administrative	Sr. Wetlands Biologist	Wetlands Biologist	GPS Field	GPS Office	Task Costs	Task Sums And Expenses
DAVID EVANS AND ASSOCIATES, INC 3700 PACIFIC AVENUE EAST, SUITE 311 TACOMA, WA. 98424	Randy Anderson \$38.00/hr	Scott Thomas \$30.00/hr Dave Ironmonger \$28.50/hr	Darrell Plein \$21.00 Joan Krueger \$16.40 Mary Moran \$20.20	Crew Chief Brent Thomas \$21.00 Ron Darling \$16.00 Crew Chief Bob Emerson \$22.00 Victor Vasilek \$17.00 Alt. Crew Chief Chase Kennedy \$18.50	Shoshang Moore \$17.30	Jeff Meyer \$29.50	Sharon Rodman \$21.50	Robert Michel \$19.00 Jeremy Rauch \$16.00 or Leanna Graves \$16.00	Jeremy Rauch \$16.00 or Leanna Graves \$16.00		
<b>TASK 1—PROJECT MANAGEMENT</b>											
Attend One Meeting	3									\$ 108.00	
Status Updates	2									\$ 72.00	
Prepare and Submit Invoices	6									\$ 216.00	
QA/QC	4									\$ 144.00	
<b>Total</b>										\$ 540.00	\$ 540.00
<b>TASK 2—PUBLIC NOTIFICATION</b>											
Contact Property Owners			3							\$ 63.00	
Respond to Calls	2									\$ 72.00	
<b>Total</b>										\$ 135.00	\$ 135.00
<b>TASK 3—SURVEY CONTROL</b>											
Office Research		18								\$ 480.00	
Centerline Control—ROW Horizontal and Vertical		8								\$ 240.00	
Easements and Side Streets		8								\$ 240.00	
Process Field Data and Balance Traverse			8							\$ 168.00	
Vertical Control Bench Loop			4							\$ 84.00	
<b>Total</b>										\$ 1,212.00	\$ 1,212.00
<b>TASK 4—FIELD SURVEY WORK</b>											
Approximately 500 feet per day				72						\$ 2,808.00	
Horizontal Control				16						\$ 824.00	
Vertical Control				8						\$ 312.00	
<b>Total</b>										\$ 3,744.00	\$ 3,744.00
<b>TASK 5—BASE MAPPING</b>											
Process Data, Create Break Lines			32							\$ 672.00	
Produce Drawings, DTM, and Contours			24							\$ 504.00	
Planimetric Work, Lines, Easements, Notes, Labels			32							\$ 672.00	
QA/QC by PLS		8								\$ 240.00	
Field Walk Through by Tech			8							\$ 168.00	
<b>Total</b>										\$ 2,256.00	\$ 2,256.00
<b>TASK 6—WETLANDS DELINEATION</b>											
Field Delineate and Prepare Sketch Map						5	8			\$ 319.50	
Letter Report											
Data Sheet							2			\$ 43.00	
Letter							8			\$ 172.00	
Word Processing					2					\$ 34.80	
Figures and Graphics							2			\$ 43.00	
Review by Senior Biologists						2				\$ 59.00	
Field Locate Flags				16						\$ 624.00	
Prepare Map			12							\$ 252.00	
<b>Total</b>										\$ 1,547.10	\$ 1,547.10
<b>TASK 7—STATE PLANE COORDINATES</b>											
Set Points and Establish GPS Control NAD 83/91				5				10	8	\$ 673.00	
<b>Total Hours</b>	17	40	123	117	2	7	20	10	8		
<b>Rate</b>	\$ 38.00	\$ 30.00	\$ 21.00	\$ 38.00	\$ 17.30	\$ 29.50	\$ 21.50	\$ 35.00	\$ 16.00		
<b>Direct Labor</b>	612.00	1,200.00	2,593.00	4,563.00	34.60	206.50	430.00	350.00	128.00		\$ 9,979.10
<b>Total Direct Labor Salary Costs</b>											\$ 9,979.10
<b>Indirect Labor Costs (1.7191)</b>											\$ 17,155.07
<b>Total Labor Cost</b>											\$ 27,134.17
<b>Fixed Fee @ 15%</b>											\$ 4,070.13
<b>Labor Fee</b>											\$ 31,204.30
<b>EXPENSES</b>											
Utility Locator Service											\$ 500.00
Mileage at \$.31 per mile											\$ 200.00
Subconsultants (if needed) @ 1.1											\$ 31,904.30



City of Gig Harbor. The "Maritime City"

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

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR**  
**SUBJECT: CONSULTANT SERVICES CONTRACT - SURVEY**  
**DATE: NOVEMBER 15, 1999**

#### **INTRODUCTION/BACKGROUND**

Budgeted objectives for 2000 include design of the Kimball Drive Improvement project and improvements to the Grandview Athletic Field. Survey work is needed to establish right-of-way, topography and other information to develop the projects' plans.

After reviewing the Consultant Services Roster, four firms were invited to interview for the projects. Based on the interviews and evaluation of materials submitted for review, the engineering-survey firm of SCA Engineering was selected as the most qualified to perform the work. Their selection was based on their understanding of the projects, familiarity with the area, and extensive municipal survey experience.

The scope of work includes surveying the Grandview Athletic Field and Kimball Drive, south of Pioneer Avenue to Hunt Street in anticipation of the Kimball Drive Improvement project presently scheduled for construction in 2001, as set forth in the adopted 6-Year Transportation Improvement Program. An optional task has been included for supplemental work as needed in support of other projects.

#### **POLICY CONSIDERATIONS**

SCA Engineering is able to meet all of the City's standard insurance provisions for professional services contracts.

#### **FISCAL CONSIDERATIONS**

Funds are available for this work in the Street Fund.

#### **RECOMMENDATION**

I recommend that the Council move and approve execution of the Consultant Services Contract with SCA Engineering for survey work in the amount not to exceed twenty-one thousand four hundred twenty-two dollars and ninety-seven cents (\$21,422.97).



**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
SCA ENGINEERING**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and SCA Engineering organized under the laws of the State of Washington, located and doing business at 677 Woodland Square Loop SE, PO Box 3485, Lacey, Washington 98005(hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the initial design of the Kimball Drive Improvement Project and the Grandview Athletic Field Improvements, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated November 16, 1999, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

**I. Description of Work**

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

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed twenty-one thousand four hundred twenty-two dollars and ninety-seven cents (\$21,422.97) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

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

### **III. Relationship of Parties**

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

### **IV. Duration of Work**

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2000; provided however, that additional time shall be granted by the City for excusable days or extra work.

### **V. Termination**

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

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

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

## **VI. Discrimination**

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

## **VII. Indemnification**

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

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

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

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

## **VIII. Insurance**

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

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

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

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

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

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

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

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

#### **IX. Exchange of Information**

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in

the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

#### **X. Ownership and Use of Records and Documents**

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

#### **XI. City's Right of Inspection**

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

#### **XII. Consultant to Maintain Records to Support Independent Contractor Status**

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

#### **XIII. Work Performed at the Consultant's Risk**

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

#### **XIV. Non-Waiver of Breach**

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

#### **XV. Resolution of Disputes and Governing Law**

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

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

#### **XVI. Written Notice**

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

CONSULTANT  
Attn: Kathleen D. Cassou, P.L.S  
SCA Engineering  
Lacey, Washington 98509-3485  
(360) 493-6002

David R. Skinner, P.E.  
Director of Public Works  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98335

#### **XVII. Assignment**

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

**XVIII. Modification**

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

**XIX. Entire Agreement**

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

The City of Gig Harbor

By: Kathleen D. Cassou By:  
Its Principal  
**SCA ENGINEERING**

\_\_\_\_\_  
Mayor

Notices to be sent to:  
CONSULTANT  
Project Manager  
Firm Name  
Address  
City, State, Zip

\_\_\_\_\_  
Director of Public Works  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98335

APPROVED AS TO FORM:

\_\_\_\_\_  
Gig Harbor City Attorney

ATTEST:

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

**EXHIBIT A-1  
SCOPE OF WORK**

**KIMBALL DRIVE IMPROVEMENT PROJECT  
CSP9811  
LAND SURVEYING SERVICES**

**GENERAL DESCRIPTION AND PROJECT UNDERSTANDING**

This project involves the survey of approximately 2480 L.F. of Kimball Drive, bounded on the north by Pioneer Way, and on the south by 64<sup>th</sup> Street N.W. (Hunt St.). The purpose of topographic and planimetric survey is to serve as the basis for engineering design of improvements to Kimball Drive including widening; construction of curb, gutter, and sidewalk, storm sewer improvements, and architectural lighting.

The proposed improvements will be designed within the existing right of way. No new right of way acquisition is planned at this time.

**SCOPE OF WORK**

**1. Project Research:**

Initial project research will include obtaining survey information, both recorded and unrecorded, on property within the project limits, Kimball Drive right of way plan, asbuilt utility plans, adjacent property legal descriptions, and horizontal and vertical control data. The horizontal control will be based upon the Washington State Plane Coordinate System, per a recent survey of a portion of Kimball Drive for Pierce Transit. The vertical datum will be based upon the topographic design survey for the same project. Pierce Transit has given SCA Engineering permission to obtain this topographic survey in digital format from the design engineer.

**2. Topographic and Planimetric Field Survey:**

The field survey will include location of all monumentation along the centerline of Kimball Drive, tied into connecting streets at both ends of the project; existing corner monuments defining property lines adjacent to the right of way; coordination with utility locators for marking and mapping of underground utilities; location and mapping of all planimetric features within 50 feet each side of the existing centerline and within those areas recognized by the survey crew to be important to project design. Existing road cross-sections will be surveyed at 50-foot station intervals, and connecting street topography will be surveyed for drainage purposes. All surface utility features will be located, and invert elevations measured, including those of culverts. Vertical benchmarks will be established at appropriate intervals, out of the way of future construction, along Kimball drive for future project reference. Every effort will be made to verify and incorporate available survey



**EXHIBIT A-1  
SCOPE OF WORK**

Kimball Drive Street Improvements  
Design Survey Scope of Work  
Page 2

information from the Pierce Transit Park and Ride project insofar as it is useable. However, this scope of work as described does include a complete design survey.

**3. Field Data Compilation and Basemap Preparation:**

All field survey data will be processed and a design basemap prepared on the above described horizontal and vertical datums. The basemap will include the horizontal alignment of Kimball Drive and connecting streets on a stationing scheme agreed upon by the City; adjacent property lines calculated from title company records; adjacent easements; and parcel numbers. All planimetric information gathered during the field survey will be shown and described. Contours will be shown at one-foot intervals, with additional spot elevations. The basis for contours will be a 3D tin model drawn and verified by project surveyors. The AutoCad basemap will contain layers with all actual shots taken during the survey for use by the design engineer. Underground utility lines will be shown and described on the basemap using a combination of surface and invert structure ties (to include pipe size and material, invert and rim elevations, and outlet directions), locator markings, and available asbuilts. The basemap will be prepared using the APWA layering and symbol standards, and will contain a border and title blocks as designated by the City.

In addition to the above basemapping scope, all drawing and survey requirements as identified in the City of Gig Harbor Kimball Drive Improvement Project (CSP 9811) Scope of Work dated October 12, 1999 will be adhered to for this project. A draft copy of the basemap will be forwarded to the City for review and comment as to compliance with formatting details and with the Scope of Work. SCA will incorporate these comments prior to final submittal of a hard copy and digital file for design purposes.

**4. Project Administration**

SCA's Land Survey Manager will serve as project manager and will be responsible for overall project quality control of the above tasks, survey procedures, and final product. The Land Survey Manager will provide weekly project status reports throughout the duration of the project, and will be the City's contact for contracting and billing issues.

**5. Additional Scope of Work Options:**

SCA Engineering has the in-house expertise and will be available to perform additional services in connection with the project at the request of the City of Gig Harbor. These services include expanded horizontal control or design surveying; civil engineering design assistance; preparation of easements or other legal description exhibits and documents; public involvement issues; and subsequent construction surveying.

**EXHIBIT A-1  
SCOPE OF WORK**

Kimball Drive Street Improvements  
Design Survey Scope of Work  
Page 3

**PROJECT DELIVERABLES**

- Copies of survey field notes relating to horizontal and vertical control and topographic mapping.
- AutoCad generated basemap of features described above, and "hardcopies" signed and sealed by the project manager.
- Copies of public information obtained during the initial research phase of the project, if requested.
- A coordinate point file containing elevations and descriptions for each survey shot, in a format compatible with Softdesk 8.0.

**SERVICES PROVIDED BY THE CITY**

- Notification of property owners adjacent to the project prior to commencement of the field survey work (to the extent the City believes necessary).
- Provision of all available asbuilt utility plans or engineering plans.
- Provision of available maps, plans, deeds, and other documents not available from other sources.
- Property profiles for adjacent parcels along the right of way from a title company.

**REIMBURSABLES**

Expenses to be reimbursed by the City include:

- Fees payable to various agencies for copies of legal documents obtained during the research phase of the project.
- Fees for reprographics and postage.

**PROJECT COMPLETION**

SCA Engineering is available to begin work immediately upon authorization of this scope of work and will deliver a completed design survey basemap to the City on or before 45 calendar days from the notice to proceed.

(g:\text\corres\nov-99\Kimball.scp)

Scope of Work and Fee Estimate

SCA ENGINEERING

EXHIBIT "B-1" - Schedule of Rates and Estimated Hours

Project: KIMBALL DRIVE IMPROVEMENT PROJECT

Client City of Gig Harbor

SCA Reference Numbers: 99138-002, File Reference: 99138002.xls

Design Tasks:

Task No.		Principal	Project Mgr	Project Surveyor	Civil Engineer	Engineering Technician	Survey Crew	Clerical	Total Hours
<b>Data Collection &amp; Base Mapping</b>									
1	Initial project research of survey records, right of way plans, utility asbuilts, horizontal and vertical control data and adjacent parcel configurations.		8	12					20
2	Topographic and planimetric field survey		6	6			50		62
3	Data compilation and basemap preparation		6	45					51
4	Project "walk-thru" and basemap verification		2	6					8
5	Project supervision, correspondence, and meetings with City staff.		12					4	16
<b>Total Hours:</b>			<b>34</b>	<b>69</b>			<b>50</b>	<b>4</b>	<b>157</b>

## CONSULTANT FEE DETERMINATION SCHEDULE -

PROJECT: Kimball Drive Improvement Project - Gig Harbor, Washington

Project No. 99138-002 File: 99138\_2FDS.XLS

Consultant Fee Determination  
Summary Sheet

<i>Discipline</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Project Manager	34.00	\$33.00	\$1,122.00
Project Surveyor	69.00	\$21.00	\$1,449.00
2-Person Survey Crew	50.00	\$38.50	\$1,925.00
Clerical	4.00	\$10.00	\$40.00
<b>Direct Salary Cost (DSC) :</b>			<b>\$4,536.00</b>
<b>Overhead Cost (OH) :</b>			
(OH Rate) * (DSC)	165.89%	\$4,536.00	\$7,524.77
<b>Fixed Fee :</b>			
(Fixed Fee Rate) * (DSC)	29.00%	\$4,536.00	\$1,315.44
<b>Direct Non-Salary Costs :</b>			
Expenses: Reproduction; recording fees & survey records, mileage		\$200.00	
Rounding Adjustment			
<b>Subtotal Non-Direct Salary Costs :</b>			<b>\$200.00</b>
<b>Total SCA Engineering (Direct &amp; Non-Direct Costs) :</b>			<b>\$13,576.21</b>
<b>TOTAL COST FOR PROFESSIONAL ENGINEERING SERVICES AND EXPENSES:</b>			<b>\$13,576.21</b>

**EXHIBIT A-2  
SCOPE OF WORK**

**GRANDVIEW ATHLETIC FIELD  
BOUNDARY AND TOPOGRAPHIC SURVEY**

**GENERAL DESCRIPTION AND PROJECT UNDERSTANDING**

This project includes a "record" boundary calculation and topographic design survey of a parcel south of Grandview Street recently purchased by the City from the Peninsula School District. The old Harbor Heights School and associated recreation areas (now a proposed civic center) is located on this parcel. It is the City's intent to begin the planning of a new park on this property

**SCOPE OF WORK**

1. Project Research:

Initial project research will include obtaining survey information, both recorded and unrecorded, existing surrounding monumentation, asbuilt utility plans from the City and/or Peninsula School District, adjacent parcel and subject property legal descriptions, and horizontal and vertical control data. The horizontal control will be based upon the Washington State Plane Coordinate System, per a recent survey of a portion of nearby Kimball Drive for Pierce Transit. The vertical datum will be based upon the topographic design survey for the same project.

2. Topographic and Planimetric Field Survey:

The field survey will include location of all monumentation along Grandview Drive, tied into Pioneer Way; any existing corner monuments defining the adjacent and subject property boundaries; coordination with utility locators for marking and mapping of underground utilities; location and mapping of all planimetric features bounded by an area south of the existing Henderson Bay Alternative High School building, north of the monumented south property line, westerly Harbor Green Park, and easterly of an existing stand of timber. Also included will be existing parking area west of the school building which will serve as access to the future park facilities. All surface utility features will be located, and invert elevations measured, including those of culverts. Vertical benchmarks will be established at appropriate intervals, out of the way of future construction, for future project reference.

3. Field Data Compilation and Basemap Preparation:

All field survey data will be processed and a design basemap prepared on the above described horizontal and vertical datums. The basemap will be based upon a "record" boundary" which SCA defines as a calculated boundary line

**EXHIBIT A-2  
SCOPE OF WORK**

Grandview Athletic Field  
Design Survey Scope of Work  
Page 2

derived from a combination of reference sources and field ties, including the parcel legal description from a current title report, surrounding survey records

and monuments located, ties to fencelines and other apparent lines of occupation. Previous surveys of record denote several discrepancies in the chain of title, particularly along the right of way of Grandview Drive. No effort will be made under this scope of work, to resolve any gaps or overlaps in the parcel boundaries, nor will SCA monument parcel boundaries and prepare a Record of Survey drawing. SCA will, however, make the City aware of any significant issues discovered during the process of boundary research and the field survey. Adjacent property lines will be calculated from title company records. Easements and parcel numbers will be shown. All planimetric information gathered during the field survey will be depicted and described on the map. Contours will be shown at one-foot intervals, with additional spot elevations. The basis for contours will be a 3D tin model drawn and verified by project surveyors. The AutoCad basemap will contain layers with all actual shots taken during the survey for use by the design engineer. Underground utility lines will be shown and described on the basemap using a combination of surface and invert structure ties (to include pipe size and material, invert and rim elevations, and outlet directions), locator markings, and available asbuilts. The basemap will be prepared using the APWA layering and symbol standards, and will contain a border and title blocks as designated by the City.

In addition to the above basemapping scope, all drawing and survey requirements as identified in the City of Gig Harbor Grandview Athletic Field Scope of Work dated October 12, 1999 will be adhered to for this project. A draft copy of the basemap will be forwarded to the City for review and comment as to compliance with formatting details and with the Scope of Work. SCA will incorporate these comments prior to final submittal of a hard copy and digital file for design purposes.

4. Project Administration

SCA's Land Survey Manager will serve as project manager and will be responsible for overall project quality control of the above tasks, survey procedures, and final product. The Land Survey Manager will provide weekly project status reports throughout the duration of the project, and will be the City's contact for contracting and billing issues.

5. Additional Scope of Work Options:

SCA Engineering has the in-house expertise and will be available to perform additional services in connection with the project at the request of the City of Gig Harbor. These services include expanded boundary or design surveying; civil engineering design assistance; preparation of easements or other legal

**EXHIBIT A-2  
SCOPE OF WORK**

Grandview Athletic Field  
Design Survey Scope of Work  
Page 3

description exhibits and documents; public involvement issues; and subsequent construction surveying.

**PROJECT DELIVERABLES**

- Copies of survey field notes relating to horizontal and vertical control and topographic mapping.
- AutoCad generated basemap of features described above, and "hardcopies" signed and sealed by the project manager.
- Copies of public information obtained during the initial research phase of the project, if requested.
- A coordinate point file containing elevations and descriptions for each survey shot, in a format compatible with Softdesk 8.0.

**SERVICES PROVIDED BY THE CITY**

- Notification of property owners adjacent to the project prior to commencement of the field survey work (to the extent the City believes necessary).
- Provision of all available asbuilt utility plans or engineering plans.
- Provision of available maps, plans, deeds, and other documents not available from other sources.
- A title report for the subject property, and copies of all supporting documents referred to in the report.

**REIMBURSABLES**

Expenses to be reimbursed by the City include:

- Fees payable to various agencies for copies of legal documents obtained during the research phase of the project.
- Fees for reprographics and postage.
- Services by a private utility locating service if the City agrees it is necessary, due to ambiguities, omissions, or lack of asbuilt utility plans for the athletic field area, and the public utility locating cannot provide assistance.

**PROJECT COMPLETION**

SCA Engineering is available to begin work immediately upon authorization of this scope of work and will deliver a completed design survey basemap to the City on or before 45 calendar days from the notice to proceed.

(g:\text\corres\nov-99\Grandview.scp)

**SCA ENGINEERING****EXHIBIT "B-2" - Schedule of Rates and Estimated Hours****CONSULTANT FEE DETERMINATION SCHEDULE -****PROJECT: Grandview Athletic Field - Gig Harbor, Washington**

Project No. 99138-001 File: 99138 1FDS.XLS

**Consultant Fee Determination  
Summary Sheet**

<i>Discipline</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Project Manager	23.00	\$33.00	\$759.00
Project Surveyor	44.00	\$21.00	\$924.00
2-Person Survey Crew	24.00	\$38.50	\$924.00
Clerical	2.00	\$10.00	\$20.00
<b>Direct Salary Cost (DSC) :</b>			<b>\$2,627.00</b>
<b>Overhead Cost (OH) :</b>			
(OH Rate) * (DSC)	165.89%	\$2,627.00	\$4,357.93
<b>Fixed Fee :</b>			
(Fixed Fee Rate) * (DSC)	29.00%	\$2,627.00	\$761.83
<b>Direct Non-Salary Costs :</b>			
	Expenses: Reproduction; recording fees & survey records, mileage	\$100.00	
	Rounding Adjustment		
<b>Subtotal Non-Direct Salary Costs :</b>			<b>\$100.00</b>
<b>Total SCA Engineering (Direct &amp; Non-Direct Costs) :</b>			<b>\$7,846.76</b>
<b>TOTAL COST FOR PROFESSIONAL ENGINEERING SERVICES AND EXPENSES:</b>			<b>\$7,846.76</b>



Scope of Work and Fee Estimate

SCA ENGINEERING

EXHIBIT "B-2" - Schedule of Rates and Estimated Hours

Project: GRANDVIEW ATHLETIC FIELD

Client City of Gig Harbor

SCA Reference Numbers: 99138-001, File Reference: 99138001.xls

Task No.	Design Tasks:						Survey Crew	Clerical	Total Hours
		Principal	Project Mgr	Project Surveyor	Project Engineer	Engineering Technician			
<b>Data Collection &amp; Base Mapping</b>									
1	Initial project research of survey records, utility asbuilt plans, adjacent parcel descriptions, and horizontal and vertical control data.		6	4					10
2	Topographic and planimetric field survey and recover surrounding control monumentation.		4	6			24		34
3	Data compilation and basemap preparation.		4	30					34
4	Project "walk-thru" and basemap verification		1	4					5
5	Project supervision, correspondence, and meetings with City staff.		8					2	10
<b>Total Hours:</b>			<b>23</b>	<b>44</b>			<b>24</b>	<b>2</b>	<b>93</b>



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

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

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR** *DS*  
**SUBJECT: BURNHAM DRIVE WATERLINE EXTENSION**  
**ENGINEERING SERVICES - CONSULTANT SERVICES CONTRACT**  
**DATE: NOVEMBER 12, 1999**

#### **INTRODUCTION/BACKGROUND**

In 1995, a private developer began the design of a water main extension from Bujacich Drive under SR-16 along the 96<sup>th</sup> Street alignment to the intersection with Burnham Drive. Due to associated costs of construction the project was postponed. On May 23, 1995 the City Council amended the water comprehensive plan to include the proposed waterline extension. Consistent with that plan amendment the City has entered into discussions of a cost sharing agreement with several property owners to construct the waterline extension.

After reviewing the Consultant Services Roster and checking with other agencies, the consulting firm of ESM Consulting Engineers LLC, was selected as best qualified to perform the design for the project. The firm's selection was based on its previous work on the original design of the waterline extension, experience in utility design, familiarity with the area, as well as the ability to complete the work within the project schedule.

Authorization is requested to execute a Consultant Services Contract in the not-to-exceed amount of \$56,331.66 with ESM Consulting Engineers LLC, for the design of the Burnham Drive Waterline Extension project.

#### **FISCAL CONSIDERATIONS**

This project is identified in the water-operating fund of the 1999 Annual Budget, which provides sufficient funds for this work.

#### **RECOMMENDATION**

I recommend that the Council move and approve execution of the Consultant Services Contract with ESM Consulting Engineers LLC, for the design of the Burnham Drive Waterline Extension project in an amount not to exceed fifty-six thousand three hundred thirty-one dollars and sixty-six cents (\$56,331.66).

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and ESM, Inc. organized under the laws of the State of Washington, located and doing business 720 South 348<sup>th</sup> Street, Federal Way, Washington 98003 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the design of Burnham Drive Waterline Extension Project (City Project No. 99-11), and desires that the Consultant perform services necessary to provide the following consultation services.

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

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

**I. Description of Work**

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

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed fifty-six thousand three hundred thirty-one dollars and sixty-six cents (\$56,331.66) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

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

### III. Relationship of Parties

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

### IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by **December 31, 2000**; provided however, that additional time shall be granted by the City for excusable delays or extra work.

### V. Termination

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

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

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

## VI. Discrimination

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

## VII. Indemnification

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

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

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

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

## VIII. Insurance

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

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

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

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

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

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

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

#### **IX. Exchange of Information**

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

## **X. Ownership and Use of Records and Documents**

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

## **XI. City's Right of Inspection**

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

## **XII. Consultant to Maintain Records to Support Independent Contractor Status**

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

## **XIII. Work Performed at the Consultant's Risk**

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

## **XIV. Non-Waiver of Breach**

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

## **XV. Resolution of Disputes and Governing Law**

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

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

## **XVI. Written Notice**

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

CONSULTANT  
Attn: Steve Kitterman, P.E.  
ESM, Inc.  
720 South 348<sup>th</sup> Street  
Federal Way, Washington 98003  
(253) 838-6113

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

## **XVII. Assignment**

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

## **XVIII. Modification**

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

## **XIX. Entire Agreement**



**XVIII. Modification**

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

**XIX. Entire Agreement**

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

By:   
Its Principal  
*Lorann T. Petersen, President*

The City of Gig Harbor

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

Notices to be sent to:  
CONSULTANT  
Attn: Steve Kitterman, PE  
ESM, Inc.  
720 South 348<sup>th</sup> Street  
Federal Way, Washington 98003

\_\_\_\_\_  
Director of Public Works  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98335

APPROVED AS TO FORM:

\_\_\_\_\_  
Gig Harbor City Attorney

ATTEST:

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

**EXHIBIT A - Scope of Services**  
for  
**City of Gig Harbor**  
**Burnham Drive Waterline Extension**

The Consultant will provide professional services for the preparation of contract plans, contract specifications, and engineers estimate of cost to construct, test and place in service new water mains, water services and related appurtenances for the project site generally shown on attached Exhibit C.

**TASK DESCRIPTION – Design - Phase I (Basic Project)**

- TASK 1. PROJECT ADMINISTRATION – The Consultant will provide project administration and management. Tasks will include preparing progress reports and invoices monthly, attend coordination meetings with the City, monitor and update progress schedule; and provide quality assurance/control (QA/QC) for budget, schedule and work plans.
- TASK 2. DATA COLLECTION – The Consultant will compile and review existing plans, i.e. roadway, utility and water system as-builts provided by the City, and the survey and design work prepared by ESM and others as part of the previously completed Burnham Drive Water Main Extension project (completed for construction by private developer). The Consultant will visit the project site with City staff.
- TASK 3. GEOTECHNICAL ENGINEERING – The consultant will prepare a geotechnical study of specific areas of the project site for developing design recommendations and site-specific comments regarding groundwater, steep slopes, and other construction related issues. The specific scope of work for this geotechnical study is contained in attached Exhibit D.
- TASK 4. PREPARE SEPA CHECKLIST – The Consultant will prepare an expanded SEPA checklist for the project, incorporating input from the proposed geotechnical study and from a City provided biological and habitat assessment of the project area. It is understood that the City will be the lead agency for the SEPA process and HPA (JARPA) application. ESM will deliver completed checklist to the City for review and submittal.
- TASK 5. SURVEY – Provide topographical survey of the proposed alignment, and develop 1" = 50' base maps for use as plan/profile sheets. Survey datum will be based on benchmark information agreed to by the City. Topographical Survey limits will be 20 feet each side of proposed alignment from 54<sup>th</sup> Ave. NW and 96<sup>th</sup> St. NW to Burnham Dr. NW and 96<sup>th</sup> St. NW, and within improved portions of the right of way along Burnham Dr. NW from 96<sup>th</sup> St. NW to the south approximately 200 feet, and to the north approximately 1400 feet (in the vicinity of the City of Tacoma power line crossing). City to provide title reports for private property, as required for design.

## EXHIBIT A – SCOPE OF SERVICES

- TASK 6. UTILITY/AGENCY COORDINATION** – Consultant will coordinate with the utilities in the project area; including, telephone, power (City of Tacoma), Washington Natural Gas, and T.V. cable companies that might be in the area. The Consultant will obtain available “as-built” information from these utilities, and request field marking prior to topographic survey, to allow incorporation into project base mapping. Consultant will determine areas to have utilities field marked, verify cost of the field marking, and order the work. City to receive invoice for the requested field marking work, and make payment directly to the contractor. City to handle all WSDOT right-of-way permit coordination.
- TASK 7. PLANS, SPECIFICATIONS AND ESTIMATE** – Prepare Plans, Specifications, and Engineers Estimate (PS & E) for the project. Update water main alignment to best fit with existing and future planned utilities and roadway improvements. Plans to show approximate location of property lines, as shown on available assessor maps. Prepare 70% and 95% submittals for City review. For 100% submittal, the Consultant will provide 1 set of reproducible plan sheets in 22" x 34" size, 1 set of reproducible plan sheets in 11" x 17" size, and original reproducible copy of special provisions. City will make and distribute all copies of project plans and contract documents.
- A The plans will include a Consultant prepared title and cover sheet that will include a vicinity map.
  - B The Consultant will prepare sheets presenting the legend, abbreviations, key map, vicinity map, survey control, general notes, and sheet index.
  - C The Consultant will develop necessary water main details not covered by standard City details, and prepare a details sheet. City standard details will be incorporated into the details sheets in the plans. WSDOT Standard plans will be utilized to the maximum extent possible. Standard plans will be exhibited on 8-1/2" x 11" pages attached to the contract specifications and will not be included in the contract plan set.
  - D Proposed water mains and service connections will be shown in plan view and in profile on the project plan sheets at 1"=50' horizontal, 1"=5' vertical. No profiles will be prepared for the service lines or fire hydrant lines.
  - E The Consultant will develop Temporary Erosion and Sedimentation Control plans at 1"=100' scale as part of the project plan set.
  - F The Consultant will determine final quantities and engineers estimate of cost for the 95 percent and 100 percent submittals.
  - G The Consultant will prepare contract specifications based on 1998 WSDOT/APWA and City Standards. Specifications will be developed for the 95 percent and 100 percent submittals. The City will provide the “Front End” portion of the contract documents, including Division 1, which will be combined with the Consultant provided special provisions.

## EXHIBIT A – SCOPE OF SERVICES

H The Consultant will assemble and submit full-size mylar and half-size bond copies of contract plans at the completion of final design for advertisement. The City will print and distribute all contract documents. Draft submittals of half-size plans (three sets for each review) will be made at the 70 percent and 95 percent levels of design development for City review and comment, along with one full size set. An electronic file copy of project plans (AutoCAD version 14/Softdesk 8.0) will be included as part of each review submittal and specifications (MS Word 97) will be included as part of the 95 percent and final submittal.

TASK 8. BIDDING ASSISTANCE – The consultant will be available to answer any questions during the bidding of the contract. This work will include preparing addenda requested by the City that are changes in the project type or scope, up to the number of hours included in the man-hour estimate for this task. Any additional work beyond the hours estimated will be completed upon approval of a supplemental agreement.

## EXHIBIT A – SCOPE OF SERVICES

### TASK DESCRIPTION – *Design - Phase II (Optional Task)*

- TASK 1. PROJECT ADMINISTRATION** – The Consultant will provide project administration and management. Tasks will include preparing progress reports and invoices monthly, attend coordination meetings with the City, monitor and update progress schedule; and provide quality assurance/control (QA/QC) for budget, schedule and work plans.
- TASK 2. DATA COLLECTION** – The Consultant will compile and review existing plans, i.e. roadway, utility and water system as-built plans provided by the City. It is also specifically assumed that the survey and design work prepared by ESM and others as part of the previously completed Burnham Drive Water Main Extension project (completed for construction by private developer) has been released to the City for use on this project. The Consultant will visit the project site with City staff.
- TASK 3. GEOTECHNICAL ENGINEERING** – Does not apply for this additional section.
- TASK 4. PREPARE SEPA CHECKLIST** – SEPA for this additional section will be covered as part of the original design phase.
- TASK 5. SURVEY** – Provide topographical survey of the proposed alignment, and develop 1" = 50' base maps for use as plan/profile sheets. Survey datum will be based on benchmark information agreed to by the City. Topographical Survey limits will be within improved portions of the right of way along Burnham Dr. NW from approximately 1400 feet north of 96<sup>th</sup> St. NW (the end of design for the basic project) to the intersection with East - West Road. City to provide title reports for private property, as required for design.
- TASK 6. UTILITY/AGENCY COORDINATION** – Consultant will coordinate with the utilities in the project area; including, telephone, power (City of Tacoma), Washington Natural Gas, and T.V. cable companies that might be in the area. The Consultant will obtain available "as-built" information from these utilities, and request field marking prior to topographic survey, to allow incorporation into project base mapping. Consultant will determine areas to have utilities field marked, verify cost of the field marking, and order the work. City to receive invoice for the requested field marking work, and make payment directly to the field marking contractor. City to handle all WSDOT right-of-way permit coordination.
- TASK 7. PLANS, SPECIFICATIONS AND ESTIMATE – PLANS, SPECIFICATIONS AND ESTIMATE** – Prepare Plans, Specifications, and Engineers Estimate (PS & E) for the project. Update water main alignment to best fit with existing and future planned utilities and roadway improvements. Plans to show approximate location of property lines, as shown on available assessor maps. Prepare 70% and 95% submittals for City review. For 100% submittal, the Consultant will provide 1 set of reproducible plan sheets in 22" x 34" size, 1 set of reproducible plan sheets in 11" x 17" size, and original reproducible copy of special provisions. City will make and distribute all copies of project plans and contract documents.

## EXHIBIT A – SCOPE OF SERVICES

- A The plans will include a Consultant prepared title and cover sheet that will include a vicinity map.
  - B The Consultant will prepare sheets presenting the legend, abbreviations, key map, vicinity map, survey control, general notes, and sheet index.
  - C The Consultant will develop necessary water main details not covered by standard City details, and prepare a details sheet. City standard details will be incorporated into the details sheets in the plans. WSDOT Standard plans will be utilized to the maximum extent possible. Standard plans will be exhibited on 8-1/2" x 11" pages attached to the contract specifications and will not be included in the contract plan set.
  - D Proposed water mains and fire hydrant service connections will be shown in plan view and in profile on the project plan sheets at 1"=50' horizontal, 1"=5' vertical. No profiles will be prepared for the service lines or fire hydrant lines.
  - E The Consultant will develop Temporary Erosion and Sedimentation Control plans at 1"=100' scale as part of the project plan set.
  - F The Consultant will determine final quantities and engineers estimate of cost for the 95 percent and 100 percent submittals.
  - G The Consultant will prepare contract specifications based on 1998 WSDOT/APWA and City Standards. Specifications will be developed for the 95 percent and 100 percent submittals. The City will provide the "Front End" portion of the contract documents, including Division 1, which will be combined with the Consultant provided special provisions.
  - H The Consultant will assemble and submit full-size mylar and half-size bond copies of contract plans at the completion of final design for advertisement. The City will print and distribute all contract documents. Draft submittals of half-size plans (three sets for each review) will be made at the 70 percent and 95 percent levels of design development for City review and comment, along with one full size set. An electronic file copy of project plans (AutoCAD version 14/Softdesk 8.0) will be included as part of each review submittal and specifications (MS Word 97) will be included as part of the 95 percent and final submittal. Survey control notes will be submitted for City records with the 100% submittal.
- TASK 8. BIDDING ASSISTANCE – The consultant will be available to answer any questions during the bidding of the contract. This work will include preparing addenda requested by the City that are changes in the project type or scope, up to the number of hours included in the manhour estimate for this task. Any additional work beyond the hours estimated will be completed upon approval of a supplemental agreement.

## EXHIBIT A – SCOPE OF SERVICES

### **TASK DESCRIPTION – Construction – Phase III (Optional Task)**

- TASK 1. PROJECT ADMINISTRATION – The Consultant shall assist the City with project administration and management. Tasks shall include preparing progress reports and invoices monthly, prepare contractor pay estimates, and attending up to 4 coordination meetings with the City.
- TASK 2. CONSTRUCTION STAKING – It is assumed that the Contractor will provide all construction staking for the project. In the event construction surveying by ESM is requested, we will perform that work under a supplemental agreement to this contract. ESM will make available copies of survey control notes to the contractor's surveyor for their use during construction staking.
- TASK 3. CONSTRUCTION ADMINISTRATION -- This task includes approval of material submittals and answering construction plan/specification questions.
- TASK 4. PROVIDE CONSTRUCTION OBSERVATION – Provide construction observation on an as requested basis to supplement the City's inspector. This task is limited to observation needed to assess construction progress, and to verify specific questions about meeting the intent of the plans and specifications (approximately 10% of total estimated observation hours). Construction observation hours required which are over and above the estimated total hours included in the contract will be out of scope of this agreement. Any additional work beyond the hours estimated will be completed upon approval of a supplemental agreement.

## EXHIBIT A – SCOPE OF SERVICES

### TASK DESCRIPTION – *Supplemental Services*

- TASK 1. SUPPORT SERVICES (Optional On-Call) – The Consultant shall perform supplemental tasks as requested by, and agreed to in writing by the City. Scope and budget will be prepared and agreed to on an individual task assignment basis. If a task order is not awarded to the Consultant, the Consultant will not be compensated for preparation of its scope and budget proposal for that task order.



**City of Gig Harbor**  
**Burnham Drive Waterline Extension**  
**Design - Phase I (Base Project)**  
**Exhibit B**  
**Schedule of Rates and Estimated Hours**

<b>MANHOOR ESTIMATE</b>										
Work Task	Sr. Proj. Manager	Project Engineer	Design Tech.	Licensed Surveyor	2-Man Crew	Survey Tech.	Clerical	Direct Costs	Task Total	
1	9							\$100	\$1,009.56	
2			15						\$1,047.25	
3	1							\$7,600	\$8,081.06	
4	1	40							\$3,540.76	
5	8		5	8	40	22		\$100	\$7,706.65	
6		14	8						\$1,762.43	
7	10	18	76				16	\$200	\$8,717.07	
8	2								\$202.12	
<b>TOTAL</b>	<b>31</b>	<b>72</b>	<b>104</b>	<b>8</b>	<b>40</b>	<b>22</b>	<b>16</b>	<b>\$400</b>	<b>\$32,066.90</b>	
<b>ESTIMATED FEE</b>										
<b>Direct Salary Cost (DSC):</b>										
Sr. Project Manager				31	Hours	X	\$33.80	=	\$1,047.80	
Project Engineer				72	Hours	X	\$28.76	=	\$2,070.72	
Design Technician				104	Hours	X	\$23.35	=	\$2,428.40	
Licensed Surveyor				8	Hours	X	\$28.61	=	\$228.88	
2-man crew				40	Hours	X	\$35.00	=	\$1,400.00	
Survey Technician				22	Hours	X	\$24.00	=	\$528.00	
Clerical				16	Hours	X	\$13.64	=	\$218.24	
								Total DSC =	\$7,922.04	
<b>Overhead Cost:</b>				OH Rate X DSC = 165% X DSC =					\$13,071.37	
<b>Fee:</b>		Fee Rate X DSC = 30% X DSC =							\$2,376.61	
								<b>Total Labor</b>	=	\$23,370.02
<b>Direct Expenses:</b>				Travel, Reproduction & Misc. =				\$400		
				Subconsultants: (with 5% markup)						
				GeoEngineers				\$7,980		
								<b>TOTAL DIRECT EXPENSES =</b>	\$8,380.00	
								<b>TOTAL FEE =</b>	\$31,750.02	

**City of Gig Harbor**  
**Burnham Drive Waterline Extension**  
**Design - Phase II (Optional Task)**  
**Exhibit B**  
**Schedule of Rates and Estimated Hours**

<b>MANHOUR ESTIMATE</b>										
Work Task	Sr. Proj. Manager	Project Engineer	Design Tech.	Licensed Surveyor	2-Man Crew	Survey Tech.	Clerical	Direct Costs	Task Total	
1	5		4					\$50	\$834.58	
2	1		6						\$519.96	
3									\$0.00	
4									\$0.00	
5	2	3	11		34	26	2	\$100	\$6,833.51	
6		2	5						\$521.07	
7	4	6	51					\$100	\$4,580.84	
8	2								\$202.12	
<b>TOTAL</b>	<b>14</b>	<b>11</b>	<b>77</b>	<b>0</b>	<b>34</b>	<b>26</b>	<b>2</b>	<b>\$250</b>	<b>\$13,492.08</b>	
<b>ESTIMATED FEE</b>										
<b>Labor Cost:</b>										
Sr. Project Manager				14 Hours X	\$33.80	=	\$473.20			
Project Engineer				11 Hours X	\$28.76	=	\$316.36			
Design Technician				77 Hours X	\$23.35	=	\$1,797.95			
Licensed Surveyor				0 Hours X	\$28.61	=	\$0.00			
2-man crew				34 Hours X	\$35.00	=	\$1,190.00			
Survey Technician				26 Hours X	\$24.00	=	\$624.00			
Clerical				2 Hours X	\$13.64	=	\$27.28			
							<b>Total Labor</b>	<b>=</b>	<b>\$4,428.79</b>	
<b>Overhead Cost:</b>								<b>OH Rate X DSC = 165% X DSC =</b>		<b>\$7,307.50</b>
<b>Fee:</b>								<b>Fee Rate X DSC = 30% X DSC =</b>		<b>\$1,328.64</b>
							<b>Total Labor</b>	<b>=</b>	<b>\$13,064.93</b>	
<b>Direct Expenses:</b>			Travel, Reproduction & Misc.			=	\$250			
			Subconsultants:				\$0			
							<b>TOTAL DIRECT EXPENSES =</b>		<b>\$250.00</b>	
							<b>TOTAL FEE =</b>		<b>\$13,314.93</b>	

**City of Gig Harbor**  
**Burnham Drive Waterline Extension**  
**Construction - Phase III (Optional Task)**  
**Exhibit B**  
**Schedule of Rates and Estimated Hours**

<b>MANHOOUR ESTIMATE</b>									
Work Task	Sr. Proj. Manager	Project Engineer	Const. Observer	Licensed Surveyor	2-Man Crew	Survey Tech.	Clerical	Direct Costs	Task Total
1	10							\$50	\$1,060.62
2	1			1					\$186.61
3		8							\$687.94
4	4								\$404.25
5			36					\$150	\$2,996.00
<b>TOTAL</b>	<b>15</b>	<b>8</b>	<b>36</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$200</b>	<b>\$5,335.41</b>
<b>ESTIMATED FEE</b>									
<b>Labor Cost:</b>									
Sr. Project Manager				15	Hours X	\$33.80	=	\$507.00	
Project Engineer				8	Hours X	\$28.76	=	\$230.08	
Construction Observer				36	Hours X	\$26.44	=	\$951.84	
Licensed Surveyor				1	Hours X	\$28.61	=	\$28.61	
2-man crew				0	Hours X	\$35.00	=	\$0.00	
Survey Technician				0	Hours X	\$24.00	=	\$0.00	
Clerical				0	Hours X	\$13.64	=	\$0.00	
								<b>Total Labor =</b>	<b>\$1,717.53</b>
<b>Overhead Cost:</b>									
								OH Rate X DSC = 165% X DSC =	\$2,833.92
<b>Fee:</b>									
								Fee Rate X DSC = 30% X DSC =	\$515.26
								<b>Total Labor</b>	<b>= \$5,066.71</b>
<b>Direct Expenses:</b>									
								Travel, Reproduction & Misc. =	\$200
								Subconsultants:	\$0
								<b>TOTAL DIRECT EXPENSES =</b>	<b>\$200.00</b>
								<b>TOTAL FEE =</b>	<b>\$5,266.71</b>

**City of Gig Harbor  
Burnham Drive Waterline Extension  
SUPPLEMENTAL SERVICES  
Exhibit B  
Schedule of Rates and Estimated Hours**

**SUPPLEMENTAL SERVICES:**

Total Supplemental Services = 10% of Estimated Consultant Fees

**Total Supplemental Services = \$6,000.00**



City of Gig Harbor. The "Maritime City"

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR**  
**SUBJECT: DEPARTMENT OF CORRECTIONS LATECOMERS AGREEMENT**  
**DATE: NOVEMBER 18, 1999**

**INFORMATION/BACKGROUND**

One outstanding contractual issue from the extension of the city water facility to the Purdy Womens Treatment Center is development of an appropriate latecomers agreement. This agreement has finally been drafted by the City of Gig Harbor and approved by the Department of Corrections. The agreement is a standard latecomers agreement that treats affected properties proportionally based on both area and linear front footage.

The agreement has been reviewed and approved by Legal Counsel and by the City Engineer.

**RECOMMENDATION**

Staff recommends that Council approve the attached latecomers agreement as presented and authorize the Mayor to sign the document on behalf of the City of Gig Harbor.

After Recording Return To:  
File at the Request of:

Public Works Director  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, WA 98335

**LATECOMERS AGREEMENT FOR REIMBURSEMENT  
FOR MUNICIPAL WATER SYSTEM EXTENSION**

AGREEMENT, made this \_\_\_ day of \_\_\_\_\_ 19\_\_\_, between the Washington State Department of Corrections and the City of Gig Harbor, situate in Pierce County, Washington, the parties respectively referred to herein as "Owner" and "City".

WITNESSETH:

**RECITALS**

1. The City owns and operates a water system within and adjacent to its City limits; and
2. The Owner has constructed, under agreement with the City, pursuant to the Municipal Water and Sewer Facilities Act, RCW 35.91.010, et seq., a certain extension to said water system, more particularly depicted on Exhibit "A," attached hereto and incorporated herein by this reference, which extension is capable of serving parcels now owned by the Owner and others; and
3. The area capable of being served directly by the extension to said water system—depicted in Exhibit "A," and to be subject to the provisions of this Latecomers Agreement, is herein referred to as the "benefited properties" or "benefited area," and is more particularly described in Exhibit "B," attached hereto and incorporated herein by this reference; and
4. The extension to said system depicted in Exhibit "A" is located within the City's existing water service area, and shall be subject to the City's public works standards for performance and maintenance bond requirements; and
5. The total project cost for design and construction of the extension depicted in Exhibit "A" under the provisions of said Municipal Water and Sewer Facilities Act amounts to \$384,712.00 ; as more specifically itemized in Exhibit "C," attached hereto and

incorporated herein by this reference; and

6. The City has determined and the Owner has agreed that the fair pro rata share of the total project costs of said extension, to be collected from the owner or owners of the benefited properties, and who tap on or connect to said extension, shall be the amounts shown in Exhibits "C" and Exhibit "D," which are attached hereto and incorporated herein by this reference; and

7. The City and Owner desire and intend by this Agreement to provide for collection, under the provisions of the Municipal Water and Sewer Facilities Act, of the fair pro rata share of the total project costs of said extension from the owner or owners of the benefited properties as described in Exhibit "B" and identified in Exhibit "D" who did not contribute to the original cost thereof, except such owners for whom the assessment fees have been waived or otherwise paid by the Owner as set forth herein

NOW, THEREFORE, in consideration of the mutual Covenants and agreements hereafter set forth, it is agreed by and between the parties hereto as follows:

A. All of the recitals set forth above are adopted by the parties as material elements of this Agreement.

B. The Owner shall transfer title, free and clear of all encumbrances, to said extension-shown in Exhibit "A," by a Bill of Sale to be executed and delivered by the Owner to the City upon acceptance of said extension for ownership and maintenance by the City and delivery of a two-year maintenance bond in accordance with the City's requirements.

C. The Owner warrants that it is the owner in title absolute of said extension shown in Exhibit "A," that it has neither permitted nor suffered any person or other entity to tap onto said extension prior to the date of this Agreement, except customers of record for the pre-existing and now abandoned Owner water system and parcels owned by the Owner as identified in Exhibit "D" and described in Part "E" below; that the sums for each parcel as shown in Exhibit "D" are fair pro rata charges to be assessed against the owner or owners; of each parcel within the benefited area, as shown in Exhibit "A" and described in Exhibit "B," who subsequently tap onto or connect to or use said facility for water service; and do further warrant that there are no persons, firms or corporations who have filed or have the right to file a lien against said extension pursuant to the provisions of Title 60 of the Revised Code of Washington, other than those heretofore filed which have been satisfied. In the event that any lien or other claim against said extension are asserted after conveyance to the City, the Owner shall defend and save harmless the City from loss on account thereof. In the event the City shall be put to any expense in defense of such claim or otherwise, then the City shall have a lien against any funds then or thereafter deposited with it pursuant to this Agreement.

D. In consideration of the conveyance of the extension shown in Exhibit "A," the City agrees to accept said extension for ownership and maintenance as part of its facility, after inspection and testing by the City Engineer and his recommendation of acceptance, and delivery to the City of the Bill of Sale and two-year maintenance bond. Further, the City agrees to collect from the owner or owners of the parcels within the benefited area as shown in Exhibit "A" who have not heretofore contributed to the project costs thereof, and who subsequently tap onto or connect to or use the same, a latecomer's charge (assessment fee) equal to the fair pro rata share of the total project costs as set forth in Exhibit "D," and described in Part "E" below. The City shall charge, in addition to its usual and ordinary charges made against persons applying for service from said facility and in addition to the amount agreed to be collected by the City in this paragraph, a sum equal to fifteen percent (15%) of the assessment to be collected from the owner or owners of said properties tapping onto, connecting to, or using said facility, which sum shall be used by the City to defray the cost of labor, bookkeeping, and accounting, pursuant to the terms of this Agreement. Such fair pro rata share of the total project costs, and said fifteen (15)-percent administrative sum by and for the City, shall not be collected by the City from customers of record for the pre-existing and now abandoned Owner water system, and for parcels owned by the Owner as identified in Exhibit "D," and described in Part "E" below.

E. The total project costs for said extension including costs eligible for reimbursement under this agreement, shall be as itemized in Exhibit "C." Said eligible portion of the total project costs includes costs for design engineering, surveying, construction, construction inspection, and construction contract administration incurred and paid by the Owner. The latecomer's charge (assessment fee) for each of the parcels in the benefited area as shown in Exhibit "A" shall be a fair pro rata share of said total project costs, and shall be based on a distribution of 75-percent of the total project costs to the total area of the benefited properties, and 25-percent of the total project costs to the total length of the parcel frontages adjacent said extension within the benefited area. Said pro rata share of the total project costs to be assessed against each parcel in the benefited area shall be calculated by multiplying the ratio of the parcel's area to the total area of the benefited properties by the portion of the total project costs distributed to the total area of the benefited properties, and adding the ratio of the parcel's front footage (length of the parcel's frontage adjacent the extension) to the total length of the parcel frontages adjacent said extension within the benefited area multiplied by the portion of the total project costs distributed to the total length of the parcel frontages adjacent the extension within the benefited area. In consideration of their double frontages as corner lots, Parcel's "H" and "I-1" as shown in Exhibit "A," each have their front footages reduced by 300-feet a factor of two for their average frontage. In consideration of their status as previous customers, the Owner has agreed to waive the assessment fee payment requirements for Parcels N, O, P, Q, and T, as identified in Exhibit "D." Connection assessments for parcels R and S have been paid by the Owner as the owner of the parcels.



F. The City agrees not to allow an owner or owners of a parcel within the benefited area as shown in Exhibit "A," and as set forth in Parts "D" and "E" above, to tap onto, connect to, or use said facility without such owner or owners having first paid to the City the latecomer's charge, and such other charges as set forth in Parts "D" and "E" above.

G. The City shall pay to the Owner the sums agreed by it to be collected pursuant to the provisions of Part "D" above, within sixty (60) days after receipt thereof at the address of the Owner as set forth hereinafter or at such other addresses as the Owner shall provide by Certified Mail. If said payments are returned to the City unclaimed by the Owner, or if the City is unable to locate the Owner after six (6) months, the City shall retain all sums then received and all future sums collected under this Agreement.

H. In the event of the assignment or transfer of the rights of the Owner voluntarily, involuntarily, or by operation of law, then the City shall pay all benefits accruing hereunder, after notice, to such successor of the Owner as the City, in its sole judgment, deems entitled to such benefits; and in the event conflicting demands are made upon the City for benefits accruing under this Agreement, then the City may, at its option, commence an action in interpleader joining any party claiming rights under this contract, or other parties which the City believes to be necessary or proper, and the City shall be discharged from further liability upon paying the person or persons whom any court having jurisdiction of such interpleader action shall determine, and in such action the City shall be entitled to recover its reasonable attorney's fees and cost, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this Agreement.

I. In the event of any claims arising as a result of the negligent acts or omissions of the City, its officers, officials, employees representatives and agents, in the performance of the services described in this Agreement, the Owner hereby agrees to release, indemnify, defend and hold the City, its officers, officials, employees, agents and representatives, harmless from any and all claims, costs, judgments, awards or liabilities to any person, to the extent allowed by law.

J. The City shall be entitled to rely with acquittance on the provisions of this Agreement with respect to the fairness of the pro rata charges, and upon the determination of the benefited properties as provided herein. The Owner agrees to indemnify, hold harmless, and defend the City in any challenge to the method used to calculate the fair pro rate share applied to the parcels as set forth in this Agreement.

K. Nothing contained herein shall be construed to affect or impair in any manner the right of the City to regulate the use of its water system, of which the extension described in Exhibit "A" shall become a part under the terms of this Agreement, pursuant to the provisions of any ordinance, resolution, or policy now or hereafter in effect. The imposition by the City of any such requirement shall not be deemed an impairment of this Agreement though it may be imposed in such a manner as to refuse service to an owner or owners of a

parcel in the benefited area in order to secure compliance with any such requirement of the City.

L. This Agreement shall become operative upon its being recorded with the Pierce County Auditor at the expense of the Owner, and shall remain in full force and effect for a period of fifteen (15) years after the date of such recording, or until the Owner, or its successors or assigns, shall have been fully reimbursed as aforesaid, whichever event occurs earlier; provided, that in the event the water system extension shown in Exhibit "A," or any portions thereof, shall during the term of this Agreement, be rendered useless by the redesign or reconstruction of a portion of said extension, or of the City's water system, as determined by and at the absolute discretion of the City Engineer, then the City's obligation to collect for the Owner the latecomers charges (assessment fees) provided pursuant to this Agreement shall cease.

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

N. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary.

City Administrator (City)  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, WA 98335

Department of Corrections (Owner)  
Contracts, Engineering, and Capital  
Programs/Team Program  
PO Box 41112  
Olympia, WA 98504-1112

O. All of the provisions, conditions, regulations and requirements of this Agreement shall be binding upon the successors and assigns of the Owner, as if they were specifically mentioned herein.

P. This Agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction of any resulting dispute shall be in Pierce County Superior Court, Pierce County, Washington. The prevailing party in any legal action arising from this Agreement shall be entitled to all costs and expenses, including attorneys' fees, expert witness fees or other witness fees and any such fees and expenses incurred on appeal.

Q. Any invalidity, in whole or in part, of any of the provisions of this Agreement shall not affect the validity of any other of its provisions.

R. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have

waived or consented.


S. This Agreement, including its exhibits and all documents referenced herein, constitutes the entire agreement between the City and the Owner, and supersedes all proposals, oral or written, between the parties on the subject.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

CITY OF GIG HARBOR

OWNER

By: \_\_\_\_\_  
Its: \_\_\_\_\_

  
Print Name: Gary Banning  
Title: Contracts Administrator  
Department of Corrections  
PO Box 41112  
Olympia, WA 98504-1112

ATTEST:

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

APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY

\_\_\_\_\_  
Carol A. Morris

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

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

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

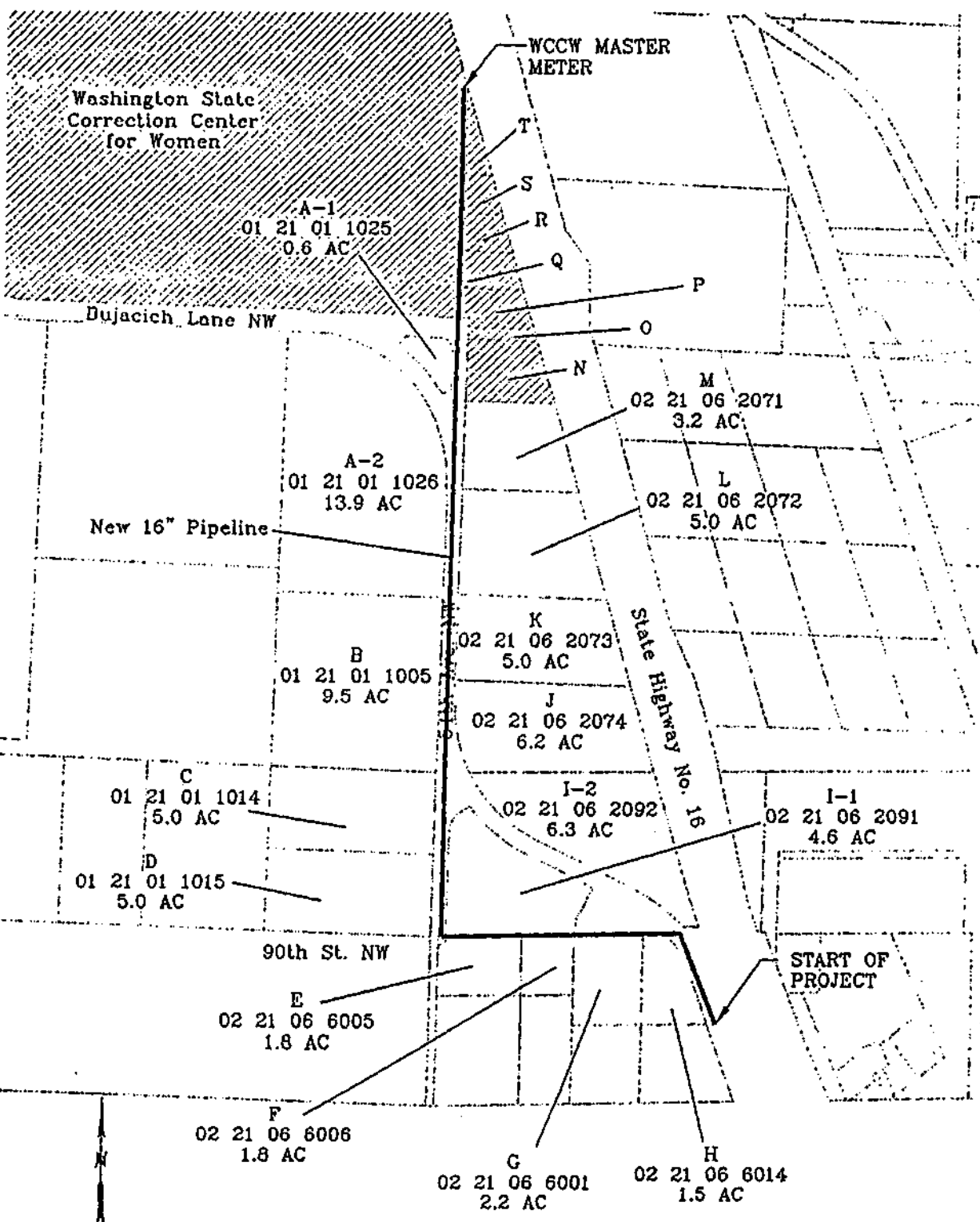
\_\_\_\_\_  
\_\_\_\_\_  
(print or type name)  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

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

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

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

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



NOT TO SCALE (NTS)

**LEGEND**




PARCELS PREVIOUSLY SERVED BY DEPARTMENT OF CORRECTIONS, EXEMPT FROM ASSESSMENT

- I-1 - MAP REFERENCE #
- 02 21 06 2091 - PARCEL #
- 4.6 AC - AREA REPORTED BY PIERCE COUNTY ASSESSORS OFFICE

**EXHIBIT A**  
**City of Gig Harbor and WCCW**  
**Water Connection Assessments**

Latecomers Agreement Site Map

June 1999

 ECONOMIC AND ENGINEERING SERVICES, INC.

**Exhibit B**  
**Legal Property Descriptions**

<u>Map Reference</u>	<u>Lot Number</u>
A-1	<b>01 21 01 1025</b> SEG PARTITIONED BY CO RD & DESC AS FOLL BEG NE COR OF GOVT LOT 1 TH W 682.5 FT TH S 1022 FT TH E TO E LI SD GOVT LOT 1 TH N ALG E LI TO POB EXC E 30 FT FOR R/W 131 <sup>ST</sup> AVE NW CYD TO P CO AFN 2377119 ALSO EXC POR THEREOF CYD TO P CO FOR ADDN'L R/W FOR BUJACICH RD NW AFN 8902090309 & ALSO EXC POR CYD TO P CO AFN 9502170217 & ALSO EXC POR LY SWLY OF SWLY LI OR TR CYD TO P CO AFN 9502170217 OUT OF 1-004 SEG J0014PL 07/18/97PL
A-2	<b>01 21 01 1026</b> PARTITIONED BY CO RD THAT POR OF FOLL LY SWLY OF SWLY LI OF TR CYD TO P CO BY AFN 9502170217 BEG AT NE COR GOVT LOT 1 TH W 682.5 FT TH S 1,022 FT TH E TO E LI SD GOVT LOT 1 TH N ALG SD LI TO POB OUT OF 1-004 SEG J0014PL 07/18/97PL
B	<b>01 21 01 1005</b> BEG 1022 FT S OF NE COR LOT 1 TH W 682.5 FT TH S TO S L1 OF LOT 1 TH E TO SE COR LOT 1 TH N TO BEG EXC CO RD
C	<b>01 21 01 1014</b> N ½ OF NE OF SE OF NE EXC E 30 FT FOR 54 <sup>TH</sup> AVE NW AKA L 1 OF UNRECORDED LARGE LOT EASE OF RECORD OUT OF 1-013
D	<b>01 21 01 1015</b> S ½ OF NE OF SE OF NE EXC E 30 FT FOR 54 <sup>TH</sup> AVE NW AKA L 2 OF UNRECORDED LARGE LOT EASE OF RECORD OUT OF 1-013
E	<b>02 21 06 6005</b> L 1 OF SHORT PLAT 85-08-19-0176 TOG/W EASE OF RECORD OUT OF 2-080
F	<b>02 21 06 6006</b> L 2 OF SHORT PLAT 85-08-19-0176 TOG/W EASE OF RECORD OUT OF 2-080
G	<b>02 21 06 6001</b> L 1 OF SHORT PLAT 84-05-31-0234 TOG/W EASE & RESTRICTIONS OF REC OUT OF 2-079

Map  
Reference

EXHIBIT B

Lot Number

- 
- H            02 21 06 6014  
L 2 OF S P 84-05-31-0234 EXC THAT POR CYD TO P CO FOR  
BUJACICH RD NW PER ETN 935663 TOG/W EASE &  
RESTRICTIONS OF REC OUT OF 6-002 SEG J-0038 JU 7/10/97JU
- I-1          02 21 06 2091  
THAT POR OF N ½ OF SW OF NW LY WLY OF BUJACICH RD NW  
AS APPROP BY SUP CT 95-2-02770-4 EXC W 30 FT FOR 54<sup>TH</sup> AVE  
NW SUBJ TO EASE OUT OF 2-085 SEG I-0249 JU 9/24/96JU
- I-2          02 21 06 2092  
THAT POR OF N ½ OF SW OF NW LY WLY OF PSH #16 & ELY OF  
BUJACICH RD NW AS APPROP BY SUP CT 95-2-02770-4 SUBJ TO  
EASE OUT OF 2-085 SEG I-0249 JU 9/24/96JU
- J            02 21 06 2074  
TR B OF LARGE LOT SUBD #2131 DESC AS FOLL COM AT NW  
COR OF NW OF SEC 06 TH ALG W LI SD SUBD S 01 DEG 48 MIN  
25 SEC W 1341.24 FT TH PAR/W N LI SD SUBD S 88 DEG 17 MIN  
24 SEC E 30 FT TO ELY R/W LI OF 131<sup>ST</sup> AVE NW & POB TH ALG  
SD ELY R/W LI S 01 DEG 48 MIN 25 SEC W 362.93 FT TO S LI OF  
N ½ OF NW TH ALG SD S LI N 88 DEG 24 MIN 36 SEC E 798.55 FT  
TO WLY R/W LI OF P S H # 16 TH ALG SD WLY R/W N 15 DEG 30  
MIN 35 SEC W 331.84 FT TH PAR/W N LI SD SUBD N 88 DEG 17  
MIN 24 SEC W 698.37 FT TO POB EXC MIN RTS EASE OF  
RECORD OUT OF 2-058
- K            02 21 06 2073  
TR A OF LARGE LOT SUBD #2131 DESC AS FOLL COM AT NW  
COR OF NW OF SEC 06 TH ALG W LI SD SUBD S 01 DEG 48 MIN  
25 SEC W 1004 FT TH PAR/W N LI SD SUBD S 88 DEG 17 MIN 24  
SEC E 30 FT TO ELY R/W LI OF 131<sup>ST</sup> AVE NW & POB TH ALG SD  
ELY R/W LI S 01 DEG 48 MIN 25 SEC W 337.24 FT TH PAR/W N LI  
SD SUBD S 88 DEG 17 MIN 24 SEC E 698.37 FT TO WLY R/W LI  
OF P S H #16 TH ALG SD WLY R/W LI N 15 DEG 30 MIN 35 SEC  
W 353.07 FT TH PAR/W N LI SD SUBD N 88 DEG 17 MIN 24 SEC  
W 593.28 FT TO POB EXC MIN RTS EASE OF RECORD OUT OF 2-  
058

## Map

## EXHIBIT B

Reference

Lot Number

- | Map Reference | Lot Number  |
|---------------|---|
| L             | 02 21 06 2072<br>LOT 2 OF LARGE LOT SUBD #1212 DESC AS FOLL COM AT NW COR OF NW OF SEC 06 TH ALG W LI SD SUBD S 01 DEG 48 MIN 25 SEC W 590 FT TH PAR/W N LI SD SUBD S 88 DEG 17 MIN 24 SEC E 30 FT TO ELY R/W LI OF 131 <sup>ST</sup> AVE NW & POB TH ALG SD ELY R/W LI S 01 DEG 48 MIN 25 SEC W 414 FT TH PAR/W N LI SD SUBD S 88 DEG 17 MIN 24 SEC E 593.28 FT TO WLY R/W LI OF P S H #16 TH ALG SD WLY R/W LI N 15 DEG 30 MIN 35 SEC W 433.42 FT TH PAR/W N LI SD SUBD N 88 DEG 17 MIN 24 SEC W 464.27 FT TO POB EXC MIN RTS EASE OF RECORD OUT OF 2-058       |
| M             | 02 21 06 2071<br>LOT 1 OF LARGE LOT SUBD #1212 EXC N 250 FT THEREOF DESC AS FOLL COM AT NW COR OF NW OF SEC 06 TH ALG W LI SD SUBD S 01 DEG 48 MIN 25 SEC W 250 FT TH PAR/W N LI OF SD SUBD S 88 DEG 17 MIN 24 SEC E 30 FT TO E R/W LI OF 131 <sup>ST</sup> AVE NW & POB TH ALG SD E R/W LI S 01 DEG 48 MIN 25 SEC W 340 FT TH PAR/W N LI SD SUBD S 88 DEG 17 MIN 24 SEC E 464.27 FT TO WLY R/W LI OF P S H #16 TH ALG SD WLY R/W N 15 DEG 30 MIN 35 SEC W 355.96 FT TO INTER A LI PAR/W & LY 250 FT S OF N LI M/L TO POB EASE OF RECORD EXC MIN RTS OUT OF 2-058 |
| N             | 02 21 06 2057<br>N 250 FT OF NW OF NW LY WLY OF WLY LI OF PRIMARY STATE HWY #14 EXC W 30 FT THEREOF   |
| O             | 02 22 31 3064<br>N 150 FT OF S 210 FT OF THAT POR OF S ½ OF S ½ OF SW OF SW LY W OF R/W FOR STATE HWY #14 (NOW SR 16) EXC THAT POR CYD TO P. CO. BY AFN 2523711 FOR 54 <sup>TH</sup> AVE NW NOT VAC BY ORD 88-53 ALSO EXC THAT POR CYD TO P. CO. BY AFN 88-09-28-0275 (ETN 712683) OUT OF 3-045   |
| P             | 02 22 31 3055<br>N 150 FT OF S 360 FT OF S ½ OF S ½ OF SW LY W OF WLI OF STATE HWY #14 TOG/W THAT POR LYING WLY OF THE FOLL DESC LI BEG ON THE N LI OF SD S HALF OF SW OF SW AT A PT 10 FT E OF THE W LI OF SD SUBD TH SWLY TO THE SW COR OF SD SEC ABUTTING VACATED UNDER ORD #88.53 EXC THAT POR DEEDED TO PIERCE CO. UNDER AUD FEE #2523811 EASE OF RECORD SEC OUT OF DIA 3/047  |



Map  
Reference

EXHIBIT B

Lot Number

Q

02 22 31 3054

THAT POR OF S ½ OF S ½ OF SW LY W OF W LI OF STATE HWY #14 EXC S 360 FT THEREOF ALSO EXC N 150 FT THEREOF TOG/W THAT POR LYING WLY OF THE FOLL DESC LI BEG ON THE N LI OF SD S HALF OF SW OF SW OF SW AT A PT 10 FT E OF THE W LI OF SD SUBD TH SWLY TO THE SW COR OF SD SEC ABUTTING VACATED UNDER ORD #88.53 ALSO EXC THAT POR CYD TO CO. OF PIERCE BY DEED UNDER AUD FEE #2523811 EASE OF RECORD SEG OUT OF DIA 3/047

R

02 22 31 3046

THAT POR OF S ½ OF S ½ OF SW LY W OF W LI OF STATE HWY #16 EXC S 510 FT THEREOF TOG/W THAT POR LYING WLY OF THE FOLL DESC LI BEG ON THE N LI OF SD S HALF OF SW OF SW AT A PT 10 FT E OF THE W LI OF SD SUBD TH SWLY TO THE SW COR OF SD SEC ABUTTING VACATED UNDER ORD #88.53 LEGAL DESC AT ASTERISK LY W OF W LI OF STATE HWY #14 EXC S 510 FT THEREOF TOG/W THAT POR LYING WLY OF THE FOLL DESC LI BEG ON THE N LI OF SD S HALF OF SW OF SW AT A PT 10 FT E OF THE W LI OF SD SUBD TH SWLY TO THE SW COR OF SD SEC ABUTTING VACATED UNDER ORD #88.53 EXC THAT POR DEEDED TO PIERCE CO. UNDER AUD FEE #2523811 EXC WELL SITE EASE OF RECORD AS DESC IN EXCISE #353038

S

02 22 31 3056

THAT POR OF N ½ OF GOVT LOT 4 SEC 31 LY W OF WLY R/W LI OF PRIMARY STATE HWY #16 EXC W 10 FT THEREOF CYD TO PIERCE CO. BY FEE #2497083 FOR 34<sup>TH</sup> AVE NW OUT OF 3-001

T

02 22 31 3065

S 60 FT OF FOLL DESC PROP LY W OF ST. HWY #14 (NOW SR 16) S ½ OF S ½ OF SW OF SW EXC W 30 FT THEREOF CYD PER SUP CT 90-2-06030-1 OUT OF 3-045

Map Reference	Lot Number	EXHIBIT B
V	02 21 06 6004	L 4 OF SHORT PLAT 84-05-31-0234 TOG/W EASE & RESTRICTIONS OF REC OUT OF 2-079 SEG U-0037 PP ES
W	02 21 06 6011	PARCEL "A" DBLR 90-10-24-0187 DESC AS L 3 S P 85-08-19-0176 TOG/W E 208.80 FT OF L 4 SD S P LY ADJ TO & S OF SD L 3 EASE OF REC OUT OF 6-007 & 6-008 SEG C1763JU 3/12/92BO
X	02 21 06 6012	PARCEL "B" DBLR 90-10-24-0187 DESC AS S P 84-08-19-0176 EXC 208.80 FT LY ADJ TO & S OF L 3 SD S P EASE OF REC OUT OF 6-008 SEG C1763JU 3/12/92BO

Footnote:

- (1) Lot Number and Legal Descriptions provided by Pierce County Assessor. Lot Numbers were correlated to proper parcels. Legal descriptions were assumed accurate and were not checked.

## Exhibit C

### Construction Cost Eligible for Latecomers Reimbursement

Construction of a 16-inch pipeline in this project is larger than the minimum standard required by City of Gig Harbor. Accordingly, an adjustment in the overall cost of the project has been made to provide reimbursement for construction costs to DOC. Costs in excess of those required to construct an 8-inch pipeline are eligible for reimbursement to DOC.

Total Construction Cost  $\$421,104 - \$36,392 = \$384,712$   
Engineering fees in a March 12, 1997 letter to the City from DOC are not included.

Cost per foot for 8-inch and 16-inch pipelines from previous local construction projects. Costs are averages of several projects.

8-inch	\$	55
16-inch	\$	97
Ratio of 8 to 16-inch		57%

Cost of project attributable to 8-inch pipeline (57%\*\$384,712)  
 $\$219,285.84$

Cost of project eligible for reimbursement (total cost - 8-inch portion)  
 $\$165,426.16$

STATE OF WASHINGTON  
DEPARTMENT OF CORRECTIONS

P.O. Box 41112 • Olympia, Washington 98504-1112 • TEL (360) 586-6131  
FAX Number (360) 586-8723

March 12, 1997

Exhibit C

Wes Hill, City Engineer  
City of Gig Harbor  
P.O. Box 145  
Gig Harbor, WA 98335

Dear Wes,

RE: WCCW CONNECTION TO GIG HARBOR WATER SYSTEM  
STATE PROJECT #94-044

Below is the construction cost of the watermain extension to the Washington Corrections Center for Women. This is revised from the letter I sent to you on October 14, 1996, to exclude the backflow preventer valve, connection to the water tank and State project management costs. A worksheet is attached.

Frank Coluccio (contractor)	\$377,929
Gray and Osborne (engineer)	36,392
Renee Dwyer (DOC onsite representative)	4,430
Plan review	975
Tree removal	307
Reimburse DNR for trees removed	956
Newspaper ads	115
TOTAL	<u>\$421,104</u>

If you have any questions, call me at (206) 753-4506.

Sincerely,



Donna K. Albert, Project Manager  
TEAM Program

DKA  
Enclosure  
cc: Bill Phillips

Exhibit C

**CONNECTION TO GIG HARBOR WATER SYSTEM 94-044  
2/24/97, to provide value for latecomer's agreement**

See attachments to letter dated October 14, 1996, for supporting documentation. Below is calculation of cost of water line extension, less cost of backflow preventer and connection to water tank\*:

Coluccio contract (not including tax)	\$395,258	
Backflow preventer	-35,000	
Reservoir connection	<u>-10,000</u>	
Coluccio waterline extension only	\$350,258	
Coluccio (contractor)	\$350,258 X 1.079 (includes. tax)	\$377,929
Gray & Osborne (engineer)	\$41,075 X 0.886	36,392
Renee Dwyer (clerk of the works)	\$5,000 X 0.886	4,430
Plan review (city of Gig Harbor)	\$1,100 X 0.886	975
Tree removal	Trees on waterline extension	307
Dept. of Natural Resources	Reimb. DNR for value of trees	956
Newspaper ads	\$130 X 0.886	<u>115</u>
TOTAL		\$421,104

\*Items which supported the entire project were reduced by 11.4% (88.6% of their total cost). This is proportional to the construction cost of the backflow preventer valve and water tank connection (\$395,258 - \$45,000 = \$350,258; \$45,000/\$395,258 = 0.114).

**EXHIBIT D**  
**Summary of Water Connection Assessments**

Map Reference	Lot Number	(4) Acres	(4,5) Linear Feet	(1,2) Acreage Assessment	(1,3) Linear Footage Assessment	(1) Total Assessments	Notes
WCCW		0	0	\$0.00	\$0.00	\$0.00	(7)
A-1	01 21 01 1025	0.6	162	\$997.60	\$1,474.42	\$2,472.02	
A-2	01 21 01 1026	13.9	430	\$24,274.87	\$3,913.58	\$28,188.45	
B	01 21 01 1005	9.5	689	\$16,626.62	\$6,270.83	\$22,897.46	
C	01 21 01 1014	5.0	330	\$8,750.85	\$3,003.45	\$11,754.30	
D	01 21 01 1015	5.0	330	\$8,750.85	\$3,003.45	\$11,754.30	
E	02 21 06 6005	1.8	303	\$3,150.31	\$2,757.71	\$5,908.02	
F	02 21 06 6006	1.2	209	\$2,100.21	\$1,902.18	\$4,002.39	
G	02 21 06 6001	2.2	272	\$3,850.38	\$2,475.57	\$6,325.94	
H	02 21 06 6014	1.5	230	\$2,537.75	\$2,093.31	\$4,631.06	
I-1	02 21 06 2091	4.6	468	\$8,015.78	\$4,259.43	\$12,275.22	
I-2	02 21 06 2092	6.3	15	\$10,991.07	\$136.52	\$11,127.59	
J	02 21 06 2074	6.2	15	\$10,921.07	\$136.52	\$11,057.59	
K	02 21 06 2073	5.0	337	\$8,750.85	\$3,067.16	\$11,818.01	
L	02 21 06 2072	5.0	414	\$8,750.85	\$3,767.96	\$12,518.81	
M	02 21 06 2071	3.2	340	\$5,600.55	\$3,094.46	\$8,695.01	
N	02 21 06 2057	0.0	0	\$0.00	\$0.00	\$0.00	(6)
O	02 22 31 3064	0.0	0	\$0.00	\$0.00	\$0.00	(6)
P	02 22 31 3055	0.0	0	\$0.00	\$0.00	\$0.00	(6)
Q	02 22 31 3054	0.0	0	\$0.00	\$0.00	\$0.00	(6)
R	02 22 31 3046	0.0	0	\$0.00	\$0.00	\$0.00	(7)
S	02 22 31 3056	0.0	0	\$0.00	\$0.00	\$0.00	(7)
T	02 22 31 3065	0.0	0	\$0.00	\$0.00	\$0.00	(6)
<b>Total</b>		<b>70.9</b>	<b>4544</b>	<b>\$124,069.62</b>	<b>\$41,356.54</b>	<b>\$165,426.16</b>	

**Notes:**

- (1) Total Construction cost including surveying is \$384,712; reimbursable cost is \$165,426.16. See Exhibit C.
- (2) Property acreage accounts for 75% of total assessment (\$124,069.62).  
All acreage values provided by Pierce County Assessors Office.
- (3) Property front footage accounts for 25% of total assessment (\$41,356.54).  
All frontage values provided by Pierce County Assessors Office and their Geographical Information System maps.
- (4) Length of parcel side served by waterline, as provided by Pierce County Assessors Office.
- (5) Average length of 2 parcel sides for corner property served by waterline, as provided by Pierce County Assessors Office.
- (6) No assessment fee to be collected from this parcel. This parcel was formerly served by the Department of Corrections.  
All fees have been paid by the Department of Corrections in consideration of release from contract to provide water.
- (7) Parcel owned by Department of Corrections. The Department of Corrections waives assessment fees for this parcel.

**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that the Washington State Department of Corrections, an administrative department of the state of Washington created pursuant to Chapter 43.17 RCW hereinafter referred to as OWNERS, for and in consideration mutual promises heretofore made by the parties under separate agreement entered into the 11<sup>th</sup> day of October, 1994 (UTILITY EXTENSION, CAPACITY AGREEMENT AND AGREEMENT WAIVING RIGHT TO PROTEST LID, Department Contract No. CCAP3374) does hereby grant, sell, transfer and deliver unto the City of Gig Harbor, a Municipal Corporation in Pierce County, Washington, hereinafter referred to as CITY, the following goods, chattels and other items of personal property, namely:

ONE: A 16 inch water line extension of a length of approximately 5,100 linear feet. Said extension connecting to the existing City water main on Skansie Avenue via 16 inch water line extension on 46<sup>th</sup> Avenue and 54<sup>th</sup> Avenue (collectively Skansie Avenue), and extending north past Bujacich drive (96<sup>th</sup> Street) to the north edge of the Department of Natural Resources property leased to OWNERS, as shown on the as built drawings entitled State Project #94-044M, Connection to Gig Harbor Water System dated October 2, 1995.

TWO: The object of this Bill of Sale is to grant, sell, transfer and deliver to the City of Gig Harbor, the ownership in all items of personalty which comprise the water main installed by OWNERS to date.

OWNERS do hereby covenant that they are the lawful owners of the afore described goods, chattels and personalty; that such items are free from all encumbrances; that the OWNERS have the right to sell the same as aforesaid, and that OWNERS warrant and will defend the same against the claims and demands of all persons; and that the execution of this Bill of Sale is an authorized act of said department.

This document is executed as a replacement for the Bill of Sale previously executed by the Owner, October, 1998.

Dated at Olympia, Washington, this 18<sup>th</sup> day of November 1999.

OWNER:

[Signature]  
Joseph D. Lehman, Secretary

STATE OF WASHINGTON )  
COUNTY OF THURSTON )

ss.

On this 18<sup>th</sup> day of November, 1999, before me personally appeared Eldon Vail described in and that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the Department of Corrections for the uses and purposed therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereto set my hand and affixed by official seal the day and year first above written.

[Signature]

SAUDRA AGGERS  
(print or type name)

NOTARY PUBLIC for the State of Washington,  
residing at  
Centralia

My Commission expires 5-5-2002





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

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MOLLY TOWSLEE, CITY CLERK** *MT*  
**SUBJECT: PURCHASE OF HARDWARE/SOFTWARE FOR SCANNED  
DOCUMENTS**  
**DATE: NOVEMBER 16, 1999**

#### **INFORMATION/BACKGROUND**

One of the 1999 Budget Objectives was to purchase equipment for document scanning. After a lengthy process, we have determined the best approach and the lowest cost for a system.

Three bids have been obtained, with New Tech-niques being the low bid at \$10,021.76, which includes sales tax, training, and technical support.

#### **FISCAL CONSIDERATIONS**

Funds were budgeted in the amount of \$17,000 to purchase scanning equipment. The support package will run for one year with a recommendation that a portion of it be renewed yearly to obtain all upgrades and support to the system for an approximate cost of \$1,400.

#### **RECOMMENDATION**

Move to authorize the purchase of hardware and software from New Tech-niques in the amount of ten thousand, twenty-one dollars and seventy-six cents (\$10,021.76), which includes sales tax and tech support for one year.





# New Tech-niques

PLEASE REMIT TO:  
 New Tech-niques  
 PO Box 732 Summitview Suite 131  
 Yakima, WA 98902

# Estimate

DATE	ESTIMATE NO
07/12/1999	5

NAME / ADDRESS
City of Gig Harbor 3105 Hudson Street Gig Harbor, WA 98335

PROJECT

DESCRIPTION	QTY	RATE	TOTAL
LaserFiche NT Entry Pack - 2 User	1	3,995.00	3,995.00T
LaserFiche Support Plan-Entry Pack	1	1,390.00	1,390.00T
LaserFiche SnapShot - 2 User	1	595.00	595.00T
LaserFiche Support Plan-SnapShot	1	160.00	160.00T
LaserFiche Email Plug-In	1	295.00	295.00T
LaserFiche Support Plan-Email	1	60.00	60.00T
Nakamichi MJ-5 Jukebox-External	2	478.40	956.80T
SmartCD Jukebox Software	1	282.10	282.10T
SCSI Controller Card	1	325.00	325.00T
SCSI connector cable	1	55.00	55.00T
End User Training	8	75.00	600.00T
On-Site Installation	8	75.00	600.00T
Sales Tax - Union Gap (3911)		7.60%	707.86
		<b>TOTAL</b>	<b>\$10,021.76</b>

# VP CONSULTING, INC.

## Invoice

Invoice #: QUOTE

**Bill To:**

City of Gig Harbor  
3105 Hudson Street  
Gig Harbor, WA 98335

**Ship To:**

City of Gig Harbor  
3105 Hudson Street  
Gig Harbor, WA 98335

Purchased By:	P.O. #	SHIP VIA	SHIP DATE	TERMS	DATE	Page
				Upon Receipt	10/13/99	1
QTY.	DESCRIPTION	PRICE	TOTAL			
1	LaserFiche NT Entry Pack, 2 User Version	\$3,995.00	\$3,995.00			
1	LaserFiche Annual Software Maintenance for NT 2 User, includes free software upgrades, but does not include upgrade installation by V P Consulting, Inc.	\$1,390.00	\$1,390.00			
1	LaserFiche SnapShot, 2 User Version	\$595.00	\$595.00			
1	LaserFiche SnapShot, 2 User Annual Software Maintenance, includes free software upgrades, but does not include software upgrade installation by V P Consulting, Inc.	\$160.00	\$160.00			
1	LaserFiche EMail Plugin	\$295.00	\$295.00			
1	LaserFiche Email Plugin Annual Software Maintenance, includes free software upgrades, but does not include software upgrade installation by V P Consulting, Inc.	\$60.00	\$60.00			
2	Nakamichi MJ-5 Jukebox, External	\$530.00	\$1,060.00			
1	Smart CD Jukebox Software	\$320.00	\$320.00			
1	Adaptec SCSI Controller	\$336.00	\$336.00			
1	SCSI Cable	\$62.00	\$62.00			
8	Technical Service - LaserFiche End User Training	\$125.00	\$1,000.00			
8	Technical Service - On-Site Installation, LaserFiche	\$125.00	\$1,000.00			
		SALE	\$10,273.00			
		TOTAL	\$10,273.00			
		PAID TODAY	\$0.00			
		BALANCE	\$10,273.00			

October 22, 1999

QUOTE



Document  
Technology  
Inc.

Molly Townsice  
City of Gig Harbor  
3105 Hudson Street  
Gig Harbor, WA 98335

RE: Quote

Below is our quote for your software and hardware:

LASERFICHE NT Entry Pack - 2 user	\$4395.00	
LASERFICHE NT Entry Pack Support	1390.00	
LASERFICHE Snapshot 2-user	895.00	
LASERFICHE Support	185.00	
LASERFICHE Plug-in	395.00	
LASERFICHE Plug-in support		80.00
2 - Nakamichi MJ-5 Jukebox - External	1595.00	
Smart CD Jukebox Software	359.00	
SCSI Controller cable	495.00	
SCSI connector cable	75.00	
8 hours End User Training @ \$125.00	1000.00	
8 hours On Site Installation	800.00	
<b>TOTAL</b>	<b>\$11,464</b>	

Alaska's  
Scanning  
Service  
Bureau

Sincerely,

Ellen Tingley  
Document Technology, Inc.  
Vice President



RECEIVED

NOV 10 1999

STATE OF WASHINGTON

CITY OF GIG HARBOR

WASHINGTON STATE LIQUOR CONTROL BOARD

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

November 4, 1999

GIG HARBOR GASOLINE LLC  
PO BOX 1152  
BELLEVUE WA 98009-1152

Re: CENTRAL 76  
3718 56TH ST  
GIG HARBOR, WA 98335  
License No. 081604-2F  
UBI No. 601 920 251 001 0001

Your liquor license has been approved for the following:

GROCERY STORE - BEER/WINE

This license is valid through December 31, 1999.

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.

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

LESTER C. DALRYMPLE, Supervisor  
Licensing Services

Jo Bert  
Liquor License Investigator  
(360)664-1605

X091026

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



C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE:11/03/99

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR  
(BY ZIP CODE) FOR EXPIRATION DATE OF 20000131

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 JT'S ORIGINAL LOUISIANA BAR-B-	JT'S ORIGINAL LOUISIANA BAR-B-QUE 4116 HARBORVIEW DR GIG HARBOR WA 98332 0000	078469	BEER/WINE REST - BEER/WINE OFF PREMISES
2 HARBORVIEW GROCERY INC	HARBORVIEW GROCERY 8812 N HARBORVIEW DR GIG HARBOR WA 98335 0000	351392	GROCERY STORE - BEER/WINE
3 KKLD, INC.	UDDENBERG'S THRIFTWAY #277 3110 JUDSON AVE GIG HARBOR WA 98335 0000	362719	GROCERY STORE - BEER/WINE

RECEIVED  
NOV 5 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** *DR*  
**DATE: NOVEMBER 15, 1999**  
**SUBJECT: EAST-WEST ROAD LOCAL IMPROVEMENT DISTRICT**

### **INTRODUCTION**

This is the second reading of an ordinance establishing a local improvement district (LID) for construction of the East-West Road.

### **FINANCIAL**

The estimated funding provided by the LID is \$1.65 million. The assessments by parcel are listed on the following page. The total assessments summarized by property owner are as follows:

<u>Property Owner</u>	<u>Assessment</u>
Ballinger	\$ 930,600
Pope Resources	666,600
Bingham	52,800
Talmo Inc.	0
Tacoma City Light	<u>0</u>
Total Assessment	\$ 1,650,000

The total estimated special benefit provided by the East-West Road is \$2,500,000. The ratio of special assessment to special benefits is 66%.

### **POLICY CONSIDERATIONS**

The City prefers the express support of all properties to form this LID, but requires the express support of Pope Resources and Logan International. Logan International has already expressed such support. The City received letters from both Pope Resources and the Bingham family. These letters and the City's good faith responses are attached. Pope Resources has placed conditions and limitations on its participation in the LID. This and the passage of Initiative 695 place undue risk on the certainty of collection of the future assessments. Therefore, we recommend the City table the LID until Pope Resources and Logan International sign a letter of support for the currently proposed LID.

### **RECOMMENDATION**

Staff recommends the City table this ordinance indefinitely until Pope Resources and Logan International sign a letter of support for the LID as crafted by bond counsel.

**LID participants and preliminary assessments.**

<b>ID No.</b>	<b>Property Owner</b>	<b>Parcel Number</b>	<b>Special Benefit</b>	<b>Assessment parcel</b>
1a	Pope Resources	022230 400 0	\$ 150,000	\$ 99,000
1b	Pope Resources	022230 400 0	210,000	138,600
2	Pope Resources	022231 100 0	250,000	165,000
3a	Pope Resources	022231 100 1	130,000	84,600
3b	Pope Resources	022231 100 1	70,000	45,360
3c	Pope Resources	022231 100 1	10,000	6,600
4a	Pope Resources	022231 401 7	-	-
4b	Pope Resources	022231 401 7	-	-
5	Pope Resources	022231 304 3	-	-
6	Pope Resources	022231 200 9	-	-
7	Pope Resources	022231 200 0	160,000	104,640
8	Pope Resources	022231 200 1	-	-
9	Pope Resources	022231 203 1	-	-
10a	Ballinger	022231 200 1	70,000	46,200
10b	Ballinger	022231 200 1	10,000	6,600
11	Ballinger	022231 200 2	70,000	46,200
12	Ballinger	022231 200 3	140,000	91,680
13a	Ballinger	022230 300 1	560,000	364,560
13b	Ballinger	022230 300 1	70,000	46,200
14a	Ballinger	022230 300 6	170,000	112,200
14b	Ballinger	022230 300 6	20,000	13,200
15a	Ballinger	022230 300 4	70,000	46,200
15b	Ballinger	022230 300 2	70,000	46,200
16	Ballinger	022230 300 7	80,000	53,040
17	Talmo Inc.	012225 407 4	-	-
18	Tacoma City Light	022230 300 3	-	-
19	Tacoma City Light	022231 200 4	-	-
<b>Total</b>			<b>\$ 2,500,000</b>	<b>\$ 1,650,000</b>

<b>TOTAL ASSESSMENT</b>	<b>\$ 1,650,000</b>
<b>TOTAL ASSESSMENT DIVIDED BY TOTAL SPECIAL BENEFIT</b>	
	<b>0.66</b>
<b>ASSESSMENT/SPECIAL BENEFIT RATIO</b>	

**CITY OF GIG HARBOR**

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

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ORDERING CERTAIN LOCAL IMPROVEMENTS AND CREATING A LOCAL IMPROVEMENT DISTRICT; PROVIDING FOR THE PAYMENT OF THE COST OF SUCH IMPROVEMENTS BY SPECIAL ASSESSMENTS; AND PROVIDING FOR THE ISSUANCE AND SALE OF LOCAL IMPROVEMENT DISTRICT BONDS AND INTERIM FINANCING WARRANTS OR NOTES.**

**WHEREAS**, on October 11, 1999 the City Council of the City of Gig Harbor, Washington (the "City") adopted resolution No. 538 declaring its intention to order certain local improvements within the City and to create a local improvement district; and

**WHEREAS**, the proposed improvements are within the transportation element of the comprehensive plan of the City, as amended; and

**WHEREAS**, an environmental review of the proposed improvements has been undertaken; and

**WHEREAS**, a hearing was held on November 8, 1999, after notice as provided by law, and after discussion of the proposed improvements and due consideration thereof and of all objections thereto, the Council has determined to order the local improvements described below and to create a local improvement district; and

**WHEREAS**, estimates of the costs and expenses of the proposed improvements, a description of the boundaries of the district, a statement of what portion of the costs and expenses of the improvements would be borne by the property within the proposed district, and a diagram showing the lots, tracts and parcels to be benefited and other information pertaining to the proposed district, have been filed with the City Clerk and certified to the City Council;

**NOW, THEREFORE**, the City Council of the City of Gig Harbor, Washington **ORDAINS** as follows:

Section 1. The City shall acquire, construct and install the following improvements within the following described areas of the City:



Phase 1 of the improvements will construct a single lane roundabout intersection connecting the proposed East – West Road, Canterwood Boulevard, Burnham Drive, the northbound ramps to and from State Route 16. The remainder of the Phase 1 improvements will provide two travel lanes, storm drainage improvements (including Storm water detention and water quality facilities), and curb, gutter, planter strips, and a sidewalk on the south side extending east from the roundabout to Peacock Hill Avenue. Additional improvements include wetland mitigation, and provisions for lighting and underground utilities.

The foregoing improvements are hereafter referred to as the “Improvements.”

Section 2. The plans and specifications, which are 95% complete, for the Improvements, as prepared by the Public Works Department, and now on file in the City Clerk’s office, are hereby adopted and approved. The Improvements, when completed, shall be in accordance with said plans, the provisions of this ordinance and any other ordinances as hereafter may be adopted in connection herewith; provided, however, that changes in detail of such plans that do not significantly alter the scope or costs of the Improvements will not require further approval.

Section 3. There is hereby established a local improvement district of the City to be known as “Local Improvement District No. 1” (herein referred to as “LID No. 1”). The boundaries of LID No. 1 shall be as described in Exhibit A attached hereto and incorporated by this reference.

It is hereby found that the above-described boundaries embrace as nearly as practicable all the property specially benefited by the Improvements.

Section 4. The total cost and expense of the Improvements thereto is estimated to be \$3,500,000 of which 47% shall be borne by and assessed against the property within LID No. 1 specially benefited by the Improvements. Assessments shall be made against the property within LID No. 1 in accordance with the special benefits accruing to such property.

Section 5. Upon completion of the Improvements, an assessment roll shall be prepared and, after notice and hearing in the manner provided by law, an assessment roll shall be confirmed. Assessments not paid within the 30-day prepayment period provided by law shall be payable in installments and the City shall issue improvement district bonds payable from such unpaid installments. The number of years said installments shall run, the dates of payment of the same and the rate of interest that the unpaid installments shall bear shall be as hereafter fixed by ordinance.

Section 6. There is hereby created a fund of the City to be known as the “Local Improvement District No. 1 Fund” for the purpose of paying the cost of the Improvements provided for in this ordinance and into which there shall be paid all of the assessments collected in LID No. 1 as and when directed by the ordinance confirming the assessment roll. All moneys received from the sale of bonds, notes and warrants drawn on the LID

No. 1 Fund shall be deposited into said Fund, and applied solely in payment of the costs and expenses of the improvements.

Section 7. Pending the issuance of local improvement district bonds, the City may, for the purpose of meeting any and all costs and expenses of constructing the Improvements for which funds are not otherwise available, as the same are installed prior to the sale of the bonds, issue interim financing warrants against the LID No. 1 Fund, or issue local improvement district bond anticipation notes pursuant to RCW 39.50, bearing interest at such rate or rates and with such terms as may hereafter be established by the Council by ordinance. Such interim warrants or notes, together with the interest due thereon to the date of delivery of the bonds, shall be redeemed and retired from the proceeds of the sale of local improvement district bonds or prepayments of assessments. Such warrants or notes shall be issued in an aggregate principal amount not in excess of the cost and expense of the improvements.

Section 8. Upon its approval, this ordinance shall be published in the official newspaper of the city, and shall take effect and be in full force five(5) days after the date of its publication.

**PASSED** by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this 22 day of November, 1999.

---

Gretchen A. Wilbert, Mayor

ATTEST:

---

Molly Towslee  
City Clerk

Filed with city clerk:

Passed by the city council:

Date published:

Date effective:

## EXHIBIT A

### LEGAL DESCRIPTION FOR PROPOSED LID:

The North half, East half of the Southeast quarter, North 80 feet of that portion of the North half of the Southwest quarter lying easterly of Lake Cushman Tacoma Power Line right-of-way together with the North 60 feet of the North 333 feet of the West half of the Southeast quarter, and the North 60 feet of the North 330 feet as measured along the West line of that portion of the Southwest of the Northwest line Northerly and Easterly of Gig Harbor Burnham Drive and Westerly of Lake Cushman Tacoma Power Line right-of-way, of the Northwest quarter of Section 31.

EXCEPT a tract of land bounded and described as follows:

Beginning at the Northwest corner of SECTION 31, TOWNSHIP 22 NORTH,  
RANGE 2 EAST OF THE W.M.;  
Running thence-East 54 feet;  
Thence South 14 degrees 49 feet East 679 feet to the South line of the North half of the Northwest quarter of the Northwest quarter of said Section 31;  
Thence-West 238 feet to the Section line;  
Thence North along the same 666 feet to the beginning containing 2.23 acres.

TOGETHER WITH the perpetual right to slash and keep slashed all "danger" trees within a distance of 200 feet from the East line of the above described tract. "Danger" trees being those of such height that in falling might damage the poles or wires erected and maintained on the said tract.

The North half, Southwest quarter, and North half of the Southeast quarter; of the Northeast quarter of Section 31.

The Northeast quarter, the Southeast quarter, the Northwest quarter, and the East half of the Southwest quarter; of the Northwest quarter of the Southeast quarter of Section 31.

The North half of the Northeast quarter of the Northeast quarter of the Southwest quarter of Section 31.

The West half of the Southeast quarter; the South half of the Southwest quarter of Section 30. All within TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., PIERCE COUNTY.

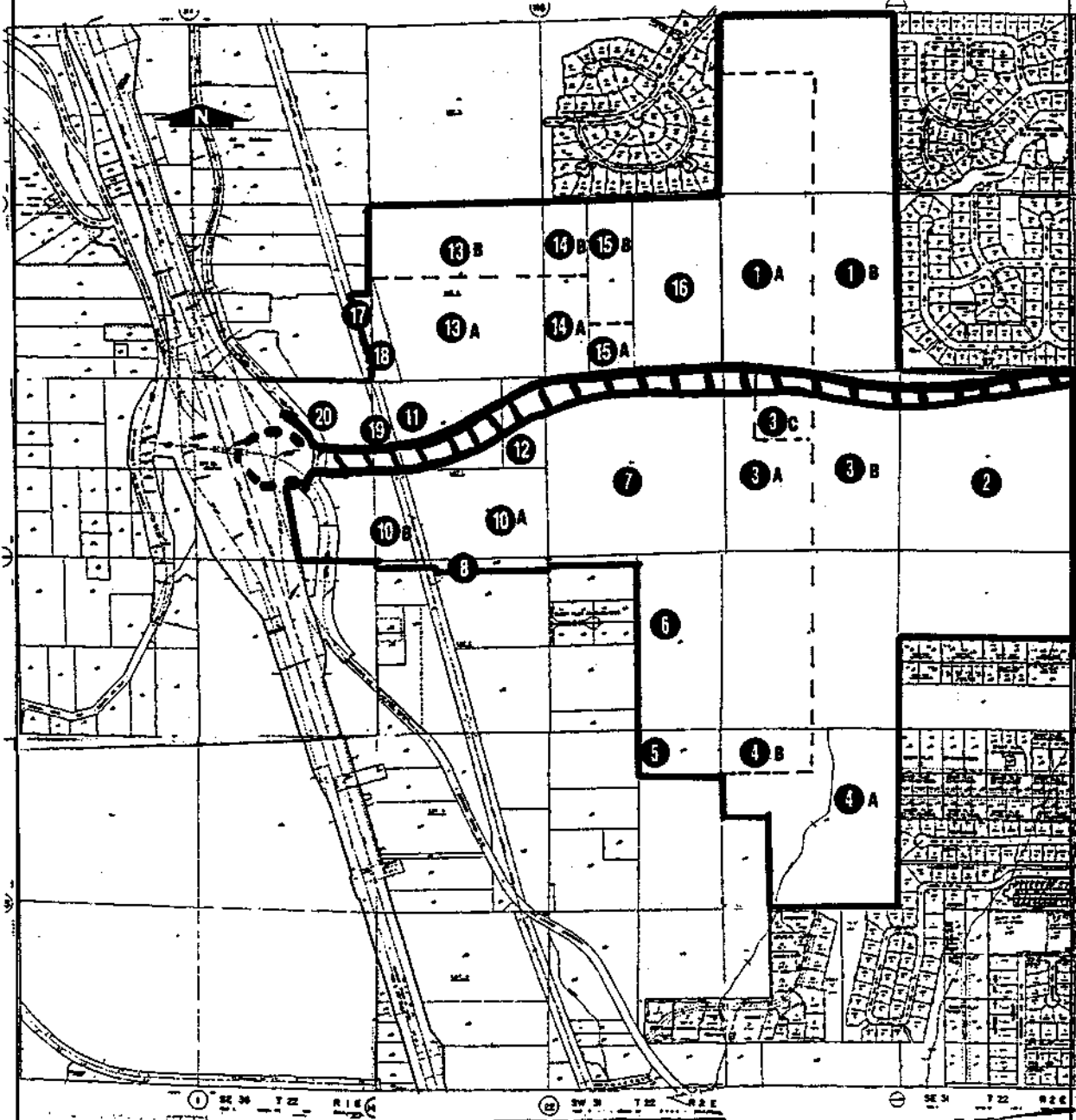
EXCEPT the following described property:

Beginning at the Southwest corner of SECTION 30, TOWNSHIP 22 NORTH,

RANGE 2 EAST OF THE W.M., run, thence North on Section line 792 feet;  
Thence South 14 degrees 49 minutes East 819 feet to the South line of the Southwest  
quarter of the Southwest quarter of the Southwest quarter of said Section 30;  
Thence West along the same, 209 feet to the beginning, conveyed to the City of  
Tacoma by Deed recorded under Recording No. 675729, records of Pierce County,  
Washington.

That portion East of Canterwood Blvd. and Burnham Drive within the East half of the  
Northeast quarter of the Northeast quarter of Section 36 within TOWNSHIP 22 NORTH,  
RANGE 1 EAST, W.M., PIERCE COUNTY. EXCEPT that portion conveyed to the State  
of Washington Road No. 16 MP 8.34 to MP 18.87 Narrows Bridge to Olympic Drive, as  
described in Deed for State recorded under Recording No. 2397369. Also EXEPT  
Canterwood Boulevard - Burnham Drive City Streets.

# Proposed LID Boundary Map





RECEIVED  
NOV 5 1999  
CITY OF GIG HARBOR

October 28, 1999

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

Re: East-West Road LID

Dear Mark:

As you know, Pope Resources has been working with the City and other affected property owners over the past year in order to find a way to fund and build an East-West Road. As part of the public-private package developed to fund the road, the City recently adopted Resolution No. 538 declaring its intent to create a LID and order the construction of the East-West Road improvements. Because this LID would require assessments against Pope Resources and Logan International, it would constitute an enlargement of the current property owner obligations in the Pre-Annexation and Dedication of Right-of-Way Agreements dated September 23, 1996.

Pope Resources is willing to support the proposed LID and the proposed assessments under the LID subject to the following understandings and limitations:

1. We are willing to pay the \$666,000 LID assessment for the Pope Resources property benefited by the LID. The principle amount of the LID will be repaid with periodic payments in accordance with the LID's terms and conditions.

Note, Pope Resources and Logan International are working together on an agreement to voluntarily adjust the assessments between the two parties outside of the LID. Our support for the LID is conditioned on the successful execution of that agreement.

Mr. Mark Hoppen  
October 28, 1999  
Page 2

2. Pope Resources will receive a credit against any future transportation impact fee charged to Pope Resources equal to the amount of the East-West Road LID assessment paid by Pope Resources.

3. Pope Resources will be entitled to utilize the East-West Road, once constructed, for the future development of its properties.

4. Any federal or state funds received by the City for East-West Road will be used to reduce the private property owner assessments under the LID in proportion to the ratio that such assessments bear to the total payments by the City and the private property owners in excess of the original \$1,400,000 estimated cost for the East-West Road improvements.

5. Future alignment for the water lines will be placed in the north shoulder of the roadway as depicted on the attached Exhibit A. This will allow capital outlays for water line construction across the Pope Resources property to be deferred until needed.

6. Portions of the sewer system described in #7 and #8 below will be constructed by Pope Resources (and other affected private property owners) after rough-grading for the road and before the installation of asphalt. The City will provide coordination and a reasonable window in its road construction schedule to allow for such utility installations.

7. Pope Resources will coordinate with other affected private property owners for construction of a sewer stub at "Point B" as depicted on the attached Exhibit B. This will allow Pope Resources to utilize the capacity it has paid for at the Woodhill lift station.

8. Pope Resources will construct an additional sewer line at the location depicted as "Line C" on the attached Exhibit B in order to avoid disrupting this portion of East-West Road in the future once it has been constructed.

9. The terms and conditions of Pope Resources' acceptance of the East-West Road LID, as described in this letter and concurred in by the City, shall be binding upon the successors and assigns of Pope Resources and the City.

Mr. Mark Hoppen  
October 28, 1999  
Page 3

Mark, if the provisions of this letter agreement are acceptable to the City, please have the appropriate authorized City official sign and date each of the duplicate originals where indicated below. Return one duplicate to us and keep the other for your records.

Thank you for your patience and consideration in working with us on this very difficult project.

Sincerely,

Pope Resources

By *[Signature]*  
Title *Mr. V.P. Real Estate*

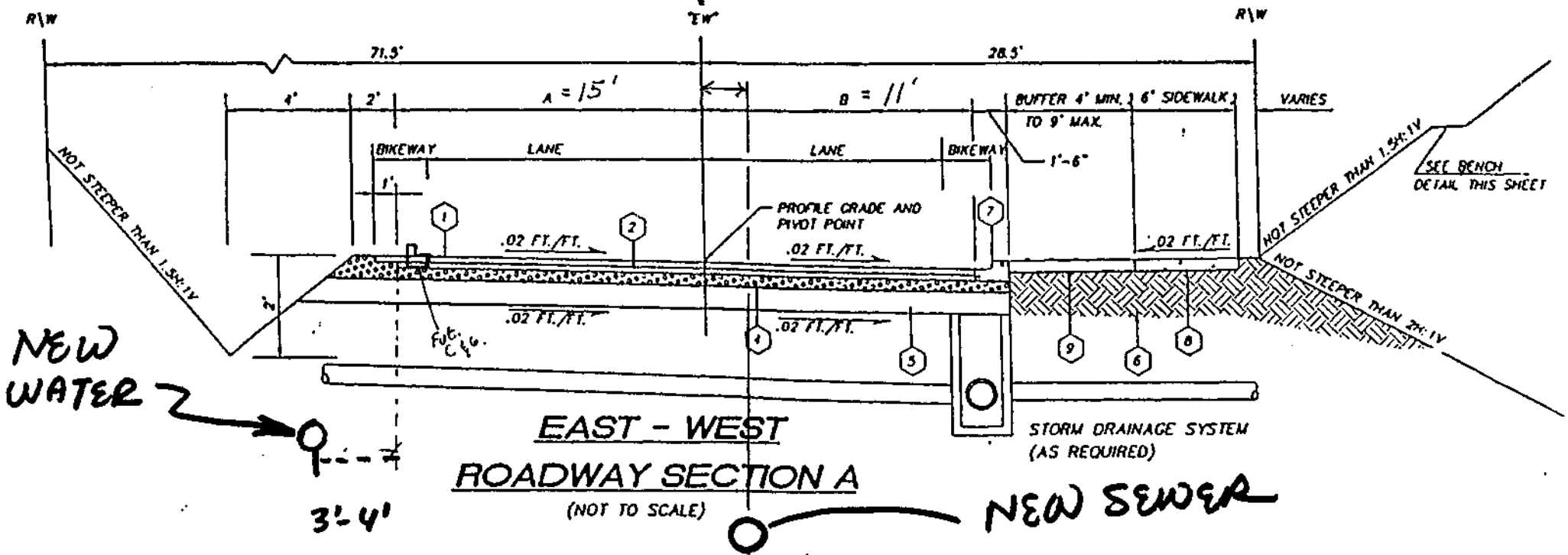
Accepted and agreed to:

By \_\_\_\_\_  
Title: \_\_\_\_\_  
For the City of Gig Harbor

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



# EXHIBIT A



	A	B
STA. "EW" 21+00 TO STA. "EW" 23+02.24	25' - 15'	21' - 11'
STA. "EW" 23+02.24 TO STA. "EW" 72+53.56	15'	11'
STA. "EW" 72+53.56 TO STA. "EW" 75+28.63	15' - 26'	11'
STA. "EW" 75+28.63 TO STA. "EW" 77+11.14	26'	11'

NOTE: FOR PAVING WIDTH BTWN STA "EW" 77+11.14 AND STA "EW" 77+51.36  
SEE ROUNDABOUT PLAN SHEET 4.

City of City Harbor. The "Maritime City."  
DEPARTMENT OF PUBLIC WORKS

3105 Judeen Street  
City Harbor, Wa 98335  
(206) 851-8134

**EAST-WEST ROAD PROJECT**  
**BURNHAM DR. TO PEACOCK HILL**

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**ROADWAY SECTIONS**

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C.S.P. 9801

DATE: 11/11/01

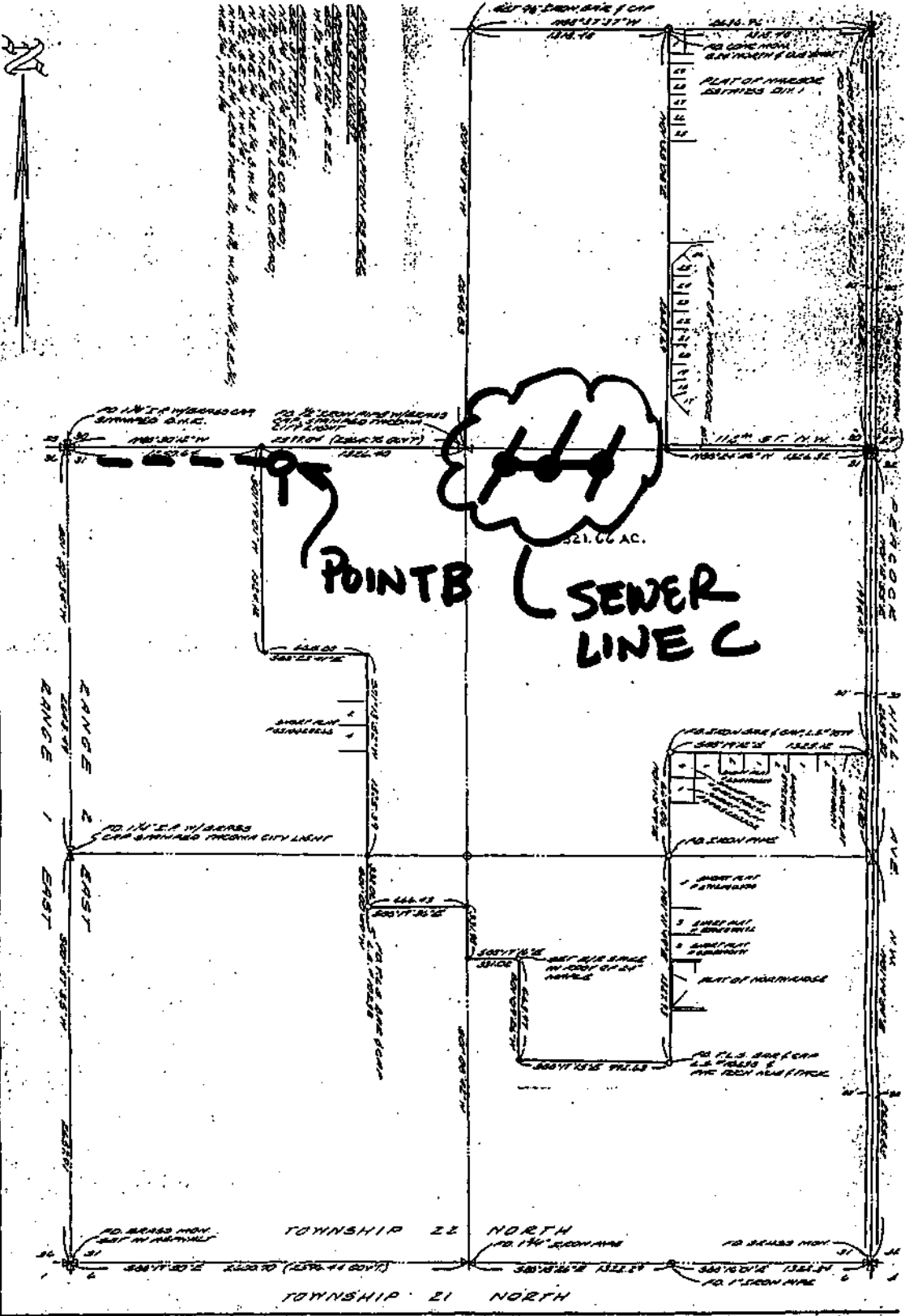
THESE LOTS ARE THE SAME AS IN THE PREVIOUS PLAT AND ARE NOT TO BE RECONSIDERED BY THE BOARD.

5/11/09

THESE LOTS ARE THE SAME AS IN THE PREVIOUS PLAT AND ARE NOT TO BE RECONSIDERED BY THE BOARD.



THESE LOTS ARE THE SAME AS IN THE PREVIOUS PLAT AND ARE NOT TO BE RECONSIDERED BY THE BOARD.



# EXHIBIT B



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

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

November 9, 1999

Jon Rose  
Olympic Resource Management  
PO Box 1780  
Poulsbo, WA 98370-0239

SUBJ: GIG HARBOR NORTH  
- East/West Road LID Letter

Dear Mr. Rose:

Your October 28, 1999 letter asks the City of Gig Harbor to agree to the terms and conditions of that letter and acknowledge that such terms and conditions are binding on the City, its successors, and assigns. However, a number of the issues raised in your letter will be addressed administratively under either the City staff's implementation of the Preannexation Agreement or existing City ordinances. Here is the City staff's response to your letter.

- Question #1:  
The \$666,000 LID assessment is a preliminary estimate only based upon a construction estimate of \$3,500,000 – of which property owners are paying \$1,650,000. If construction costs are greater than or less than \$3,500,000 Pope's assessment will increase or decrease accordingly, therefore we cannot guarantee a \$666,000 assessment.
- Question #2:  
As defined in Section 9 of the recently adopted Traffic Impact Fee Ordinance "Applicants shall receive credit against the impact fee equal to the amount of an LID assessment paid for transportation-related facilities identified by the Director as increasing transportation system capacity."
- Question #3:  
The Pope Resources property as defined in the Preannexation Agreement is within the City of Gig Harbor therefore Pope Resources will be entitled to utilize the East-West Road pursuant to confirmation that concurrency is valid at the time of application.

- #4:  
If any state or federal funds are received, the City should receive the additional \$250,000 contributed to the project prior to pro-rata distribution among participants. Any remaining state or federal funds should be distributed in accordance with the ratio that such assessments bear to the total payments by the City and the private property owners in excess of the original \$1,400,000 estimated cost for the East/West Road improvements.
  
- Question #5, #6, #7, & #8:  
Each of these concerns relates to design considerations that were anticipated in the Preannexation Agreement. As defined in the Preannexation Agreement for Gig Harbor North, Agreements Section, Subsection B. Road Construction Improvements, (iii) Design Participation:

"The Owners shall be entitled to participate in design elements of the two lane roadway and related issues as follows:

- a. Intersection locations;
- b. Utility location;
- c. Public transportation components; and
- d. Design details, including landscaping, lighting, and signage.

The City's decision with respect to these issues shall be final."

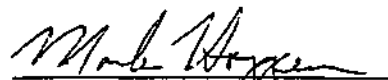
At this time, the City staff has no direct opposition to any of the design issues raised in comments #5 - #8. Please keep in mind that the City staff has no authority to enter into an agreement with Pope Resources and this letter should not be construed as the City's agreement to the terms and conditions of your October 28, 1999 letter to the extent that those terms and conditions are inconsistent with the Preannexation Agreement.

If you require any additional information or have any questions, please call (253) 851-8145.

Sincerely,



David R. Skinner, P.E.  
Public Works Director



Mark Hoppen  
City Administrator

- c: Mayor Gretchen Wilbert  
City Councilmembers  
Carol Morris, City Attorney  
Dave Rodenbach, Finance Director

# DEARBORN & MOSS P.L.L.C.

Attorneys at Law

## VIA FAX AND HAND DELIVERY

November 8, 1999

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

Dear Mark:

As you know, the Bingham family has been working with the City and other affected property owners over the past year in order to find a way to fund and build an East-West Road. As part of the public-private package developed to fund the road, the City recently adopted Resolution No. 538 declaring its intent to create an L.I.D., and order the construction of the East-West Road improvements. You have asked the each of the affected property owners indicate the circumstances under which they can support the formation of the proposed L.I.D.

The Bingham Family is willing to support the proposed L.I.D. and the proposed assessment under the L.I.D. subject to the following understandings and limitations:

### East-West Road

1. It is willing to pay the \$52,800 L.I.D. assessment for the Bingham property benefited by the L.I.D. The principle amount of the L.I.D. will be repaid with periodic payments in accordance with the L.I.D.'s terms and conditions.
2. The Bingham family will receive a credit against any future transportation impact fee charged to the Bingham family equal to the amount of the East-West Road L.I.D. assessment paid by the Bingham family.
3. The Preannexation Agreement for Gig Harbor North, Exhibit D to Resolution 479, requires Pope Resources and Logan International Corporation to dedicate a 100 foot wide right-of-way easement to the City for construction of the East-West Road. In return, they are each entitled to 30 percent of the capacity created by the construction of the two lane roadway. As you know, the Bingham family is not a party to the Preannexation Agreement. Thus, the City will need to acquire or condemn right-of-way from the Bingham family. The Bingham family is willing to dedicate the right-of-way shown on the City's engineering plans provided that it is entitled to capacity for trips generated by 80 single family homes (less than 3% of the capacity of the two lane roadway).

4. Any federal or state funds received by the City for East-West Road will be used to reduce the private property owners' assessments under the L.I.D. in proportion to the ratio that such assessments bear to the total payments by the City and the private property owners in excess of the original \$1,400,000 estimated cost for the East-West Road improvements.

#### Sewer

5. The affected property owners have discussed with the City a number of ways provide sewer service to their properties. The City will ensure that the design of any sewer extensions to the area of the East-West Road L.I.D. will accommodate ultimate service of the Bingham family property. The Bingham family will participate as appropriate in costs.
6. The City has advised us that the sewer line may be located to the south of the East-West Road and that it, to avoid future disruption of the East-West Road, it will construct stubs under the roadway to serve properties to the north. The City will construct at least two stubs serving the Bingham family property at locations to be agreed upon mutually.

#### Water

7. Future alignment for the water lines will be placed in the north shoulder of the roadway as depicted on Exhibit A to the 10/28/99 letter from Pope Resources, copy attached.
8. The Preannexation Agreement requires Pope, Tucci and Logan to construct a 16 inch water transmission line. The City has confirmed that this line will be sufficient to serve the Bingham family property.
9. The City needs to confirm that, as properties to the west of the Bingham family property are developed, the applicants will be required to extend the water transmission line to their eastern property boundaries.
10. The City needs to confirm its intention and timing of acquiring right-of-way and constructing the portion of the water line from the west side of the freeway to Burnham Drive.
11. The City needs to confirm the status and method of financing the extension of the water line north on Burnham Drive from SR-16.

12. The issue of total volume has been discussed in the past. The City needs to confirm the remaining storage capacity (in ERUs) in the 450 zone and the Bingham family may acquire capacity prior to submitting a development application.
13. Fire flow is also a concern. The Bingham family needs confirmation that the projected fire flows will meet the requirements in the City's building code for 80 single family homes.

**Successors and Assigns**

14. The terms and conditions of Bingham family acceptance of the East-West Road L.I.D. as described in this letter and concurred in by the City, will be binding upon successors and assigns of Bingham family and the City.

The Bingham family is readily available to provide any additional information or to meet with the City if required. If the provisions of this letter agreement are acceptable to the City, please have the appropriate authorized City official sign and date each of the duplicate originals where indicated below. Return one duplicate to us and keep the other for your records.

Please accept my apology for not providing this letter to you earlier. Thank you for your patience and consideration in working with us on these matters.

Sincerely,

The Bingham family

By: 

Dearborn & Moss P.L.L.C.

Its Attorneys

Accepted and agreed to.

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

Title \_\_\_\_\_

For the City of Gig Harbor

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



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

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

November 9, 1999

Scott Miller  
10306 NE 10<sup>th</sup> Street, Suite 110  
Bellevue, WA 98004

SUBJ: GIG HARBOR NORTH  
- East/West Road LID Letter

Dear Mr. Miller:

This letter presents the City of Gig Harbor's response to your November 8, 1999 letter regarding The Bingham Family understandings and limitations under the proposed LID.

- Question #1:  
The \$52,800 LID assessment is a preliminary estimate only based upon a construction estimate of \$3,500,000 – of which property owners are paying \$1,650,000. If construction costs are greater than or less than \$3,500,000 Pope's assessment will increase or decrease accordingly, therefore we cannot guarantee a \$666,000 assessment.
- Question #2:  
As defined in Section 9 of the recently adopted Traffic Impact Fee Ordinance "Applicants shall receive credit against the impact fee equal to the amount of an LID assessment paid for transportation-related facilities identified by the Director as increasing transportation system capacity."
- Question #3:  
The City agrees in order to construct the East-West Road as currently designed the City must receive the same 100-foot right-of-way width from the Bingham Family. On November 8, 1999 the City Council passed Ordinance #838. This ordinance provides the sole existing method for determining capacity. Capacity reservation may be obtained at the time a complete application is submitted. The City remains interested in obtaining an easement to construct the East West Road through your property and would like to continue negotiations toward that end.
- Question #4:  
If any state or federal funds are received, the City should receive the additional \$250,000 contributed to the project prior to pro-rata distribution among participants. Any remaining state or federal funds should be distributed in accordance with the ratio that such assessments bear to the total payments by



the City and the private property owners in excess of the original \$1,400,000 estimated cost for the East/West Road improvements.

- Question #5:  
The sewer systems will be designed and constructed either in conjunction with the East West Road project or independently. The sewer lines will be sized per the City of Gig Harbor design standards and the sewer comprehensive plan.
- Question #6:  
The location of the sewer line to serve the Gig Harbor North properties has not been designed, but main location and service stub outs will be coordinated with the property owners to the extent the sewer comprehensive plan allows.
- Question #7:  
At this time, the City staff has no direct opposition to any of the design issues raised in comments #5 - #7. Please keep in mind that the City staff has no authority to enter into an agreement with the Bingham Family and this letter should not be construed as the City's agreement to the terms and conditions of your November 8, 1999 letter to the extent that those terms and conditions are inconsistent with the Preannexation Agreement.
- Question #8:  
At this time the City has not confirmed that a single 16-inch diameter water transmission line will be sufficient to serve the Bingham family property.
- Question #9:  
As defined in Section 1.130 of the City of Gig Harbor Public Works Standards "Utility mains shall be extended to and through the extremes of the property being developed for loop closures and/or future development as determined by the City.
- Question #10:  
The City has obtained the services of ESM Consulting Engineers, L.L.C. for the design and preparation of the contract documents for the water line extension under SR-16 east along 96<sup>th</sup> Street and north along Burnham Drive. The City has also entered into negotiations for the purchase of the property along 96<sup>th</sup> Street. It does not appear at this time that condemnation of this property will be required. It is anticipated that construction of the water line will begin in early spring 2000 if the property can be obtained by that date and all permitting is in place.
- Question #11:  
Funding of the water line extension from 96<sup>th</sup> Ave north up Burnham Drive is currently under negotiation with the property owners along the alignment.
- Question #12:  
The existing storage capacity in the 450 zone is 1.5 million gallons with approximately 70% utilized currently. As the Gig Harbor North area continues to

develop, storage facilities will need to be evaluated and new facilities constructed based on the City's comprehensive water plan and growth patterns in the area. It should be noted that the City cannot guarantee the availability of City water nor can we reserve capacity at this time due to uncertainties relating to potential growth which may occur prior to your submittal of a permit. The storage requirements and water availability will be determined at the time a complete applications is submitted.

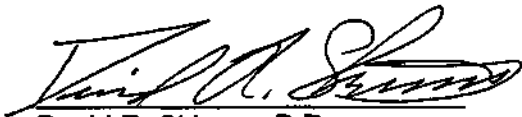
➤ Question #13:

There has been no projected fire flow calculations for your property at this time. Fire flow will be calculated at time a complete application is submitted.

As previously noted, the City staff has no authority to enter into an agreement with the Bingham Family and this letter should not be construed as the City's agreement to the terms and conditions of your November 8, 1999 letter to the extent that those terms and conditions are inconsistent with the Preannexation Agreement.

If you require any additional information or have any questions, please call (253) 851-8145.

Sincerely,



David R. Skinner, P.E.  
Public Works Director



Mark Hoppen  
City Administrator

c: Mayor Gretchen Wilbert  
City Councilmembers  
Carol Morris, City Attorney  
Dave Rodenbach, Finance Director

**FIRST WESTERN  
DEVELOPMENT SERVICES, INC.**

F.I.C.  
- 96<sup>th</sup> Water  
- E/W Cor.  
- E/W L.I.D.

**FAXED**  
9/23/99

Development & Project Management

**RECEIVED**

September 23, 1999

SEP 24 1999

Wes Hill  
CITY OF GIG HARBOR  
DEPT. OF PUBLIC WORKS  
3125 Judson St.  
Gig Harbor, WA 98335

CITY OF GIG HARBOR  
PUBLIC WORKS DEPT.  
\*\* VIA FACSIMILE \*\*  
(253) 851-8563

**PROJECT: GIG HARBOR NORTH**

**SUBJECT: UTILITY SERVICE**

Dear Wes:

The proposed commercial developments in the Gig Harbor North annexation area are currently not served with any utilities. At this time, the representatives of the Ballinger properties have given their conditional support to the East/West Road L.I.D. With this support, it is understood that the City will continue to pursue T.I.B. funding for the road and that functional utility services will be installed to the proposed commercial developments. The two utilities that are of primary concern are city water and sanitary sewer service.

**WATER**

With regard to water service, there have basically been two systems evaluated - the north satellite system and the extension up Burnham Drive. The north satellite system is much more complex and relies on the cooperation of other water purveyors and landowners. The satellite system does not provide adequate surety that water service could be provided in a timely manner.

The owners view the Burnham Drive alternative as a functional service route as it would be an extension of the existing city water system. The right-of-way requirements and basic design elements of this route have been established. There are issues with this route that need to be addressed by the City to insure that the water system would indeed be functional for the commercial developments in the Gig Harbor North area.

1. The City needs to confirm that the Burnham Drive water line could be installed through a developer extension agreement, where the line is constructed privately, and turned over to the City for ownership and operation. The properties responsible for the installation would have certain costs reimbursed through a latecomer's agreement on the water line.
2. The City needs to confirm their intention and timing of acquiring right-of-way and constructing the portion of the water line from the west side of the freeway to Burnham Drive.
3. The City needs to confirm the status and scope of the existing water line L.I.D. in Burnham Drive.
4. Based on an analysis by the Montgomery Water Group (attached) the Burnham Drive extension would produce fire flow volumes in the range of 2,300 gpm. This fire flow volume is acceptable to the commercial users in the developments. This fire flow volume is less than what we understand is acceptable in the City's comprehensive water plan. The owners need confirmation from the City that projected fire flow volumes would be adequate to allow development of the proposed commercial developments.

RECEIVED

SEP 24 1999

CITY OF GIG HARBOR  
PUBLIC WORKS DEPT.

5. Fire flow is also a concern with regard to the building official's review of the project. We understand that the City modified its code to allow normal reductions in required fire flow for use of sprinklers and other building elements. The owners need confirmation that the projected fire flows will meet the requirements in the city's building code.
6. The issue of total storage volume has been discussed in the past. The City needs to confirm that the 450 zone has adequate storage to serve the commercial developments.

#### SANITARY SEWER

At this time, it is understood that the Ballinger property is part of U.L.I.D. #3 and is to be served by the Woodhill lift station. A gravity sanitary sewer stub was provided on the east side of SR-16 for this purpose. The Ballinger property has been assessed for this U.L.I.D. and to date has made substantial payments toward the assessment. The owners need confirmation from the City that sanitary sewer service to the Ballinger property will be from the Woodhill lift station.

There have been discussions with regard to the installation of a new pump station at the intersection of the East/West Road and Burnham Drive. This station would feed into the 10" force main or lift in a separate line to the gravity system further south in Burnham Drive. These options and others could be evaluated with the understanding that monies paid and assessments toward the Woodhill lift station would be refunded or modified as appropriate.

The owners understand that the water and sewer questions are complex and require a certain amount of assumption on the City's part. Understand that it is essential to the owners that the utility service requirements are completely understood. Without functional utility services, the East/West Road has nominal value to the proposed commercial developments.

The owners would appreciate a timely response to these questions. First Western Development Services is readily available to provide any additional information or to meet with the City if required.

Sincerely,

FIRST WESTERN DEVELOPMENT SERVICES, INC.



Dale Pinney  
Project Manager

DP:rk

Enclosures

cc: Mark Hoppen, City of Gig Harbor (via fax: 253-851-8563)  
Steve Bowman, City of Gig Harbor (via fax: 253-851-8563)  
Don Barker, Albertson's (via fax)  
Scott Nelson, Target (via fax: 612-761-3729)  
Greg Elderkin, Logan International (via fax: 425-255-8567)

RECEIVED

SEP 24 1999

CITY OF GIG HARBOR  
PUBLIC WORKS DEPT.

# Montgomery Water Group, Inc.

620 Kirkland Way, Suite 202, P.O. Box 2517  
Kirkland, WA 98083-2517  
(425) 827-3243  
Fax: (425) 827-3509

## FAX TRANSMISSION COVER SHEET

Date: October 17, 1997  
To: Dale Pinney  
Fax No: 206-776-5777  
Re: Gig Harbor North  
Sender: Robert A. Montgomery, P.E. *RAM*

**YOU SHOULD RECEIVE 1 PAGE(S), INCLUDING THIS COVER SHEET. IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL (425) 827-3243.**

Dale:

We completed the hydraulic analysis you had requested for the Gig Harbor North parcels. We prepared a hydraulic model of the pipe leading from the City reservoir to the Gig Harbor North parcels. The pipe route used in the model extended from the City reservoir (hydraulic grade line = 450 feet) north on 54th Ave. W., then east across SR-16 to Burnham Drive and north on Burnham Drive to the Swede Hill interchange, and then east to your parcel and the Olympic Resource Management parcel. A pipe diameter of 16 inches was used. A Peak Hourly Demand (PHD) of 160 gpm was applied to the first phase of development that was described in your fax (97 acres total). Fireflows of 2000 and 2500 gpm were then modeled in addition to the PHD. We assumed your development would be at an elevation of 280 feet.

The results of the modeling indicate that a 16-inch diameter pipeline along the route described above would be able to deliver 2000 or 2500 gpm fireflow during a PHD period. We also calculated that a 3000 gpm fireflow could not be delivered to an elevation of 280 feet on your property.

Please call if you have any questions or comments.

cc: Jon Rose

96-120.o17



City of Gig Harbor. The "Maritime City"

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

C. LUDWIG  
LID

November 3, 1999

Dale Pinney  
First Western Development Services, Inc.  
120 W. Dayton, Suite D-9  
Edmonds, WA 98020

SUBJECT: GIG HARBOR NORTH  
- Utility Services

Dear Mr. Pinney:

This letter presents the City of Gig Harbor's response to your September 23, 1999 letter regarding the utility availability in the Gig Harbor North Area.

WATER

- Question #1:  
Per Section 1.120 of the City's Public Works Standards any person who constructs a water or sewer main extension at the direction of the City, in excess of that which is required to meet minimum standards or which meets minimum standards and will benefit properties abutting the new main, may, with the approval of the Public Works Director, enter into a contract with the City which will allow the developer to be reimbursed for that portion of the construction cost that benefits the adjoining properties and/or is in excess of the minimum standard.
- Question #2:  
The City has obtained the services of ESM Consulting Engineers, L.L.C. for the design and preparation of the contract documents for the water line extension under SR-16 east along 96<sup>th</sup> Street and north along Burnham Drive. The City has also entered into negotiations for the purchase of the property along 96<sup>th</sup> Street. It does not appear at this time that condemnation of this property will be required. It is anticipated that construction of the water line will begin in early spring 2000 if the property can be obtained by that date and all permitting is in place.
- Question #3:  
No L.I.D. exists or is planned for the water line construction along Burnham Drive.
- Question #4:  
The October 12, 1999 letter from Gray & Osborne, Inc. (attached) confirms fireflow capacity can be achieved at the Gig Harbor North site. Based on a peak day demand of

Dale Pinney  
First Western Development Inc.  
November 3, 1999  
Page 2

90-gpm for the proposed development a 3,000-gpm fireflow can be supplied to the proposed development at 20 psi using a 16-inch transmission line.

➤ Question #5:  
Refer to the City of Gig Harbor's Building Official comments.

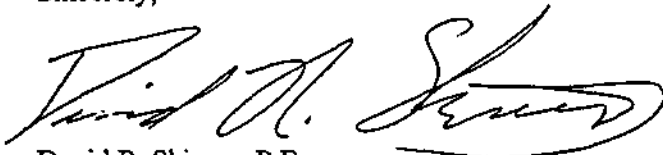
➤ Question #6:  
A new storage facility is not anticipated to be required to provide the 3,000-gpd to the proposed development given a 16-inch transmission line is utilized. The existing storage capacity in the 450 zone is 1.5 million gallons with approximately 70% utilized currently. As the Gig Harbor North area continues to develop, storage facilities will need to be evaluated and new facilities constructed based on the City's comprehensive water plan update and growth patterns in the area. It should be noted that the City cannot guarantee the availability of City water at this time due to uncertainties relating to potential growth which may occur prior to your submittal of a permit. The storage requirements and water availability will be determined at the time a complete application is submitted.

#### SANITARY SEWER

As previously discussed, the Logan International property will be directed to utilize the Woodhill lift station for sanitary sewer service.

If you require any additional information or have any questions, please call me at (253) 851-8145.

Sincerely,



David R. Skinner, P.E.  
Project Engineer

c: Dave Brereton, Public Works Supervisor  
Mark Hoppen, City Administrator



*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** *[Signature]*  
**SUBJECT: SECOND READING - 2000 BUDGET ORDINANCE**  
**DATE: NOVEMBER 8, 1999**

#### **BACKGROUND**

The total budget is \$22,004,587, an increase of \$2,668,583 (14%) over the 1999 budget. Total budgeted expenditures are made up of budgeted expenditures of \$19,312,064, a 16% increase over 1999, and budgeted ending fund balance of \$2,692,503, a 2% increase over 1999.

Capital projects expenditures account for 48% (\$9,330,900) of total city expenditures. Some of the projects include the East/West Road Project (\$3,500,000), Point Fosdick Drive Improvements (\$852,000), Pump Station 3A and the water transmission main extension.

Salaries and benefits account for 18% (\$4,027,880) of the city's overall budget. This represents an increase of \$265,625 (9%) over 1999. The increase is largely due to the planned addition of four positions in 2000. The additional positions are an accountant, a field supervisor, a mechanic, one-half FTE public works clerk and one-half FTE temporary construction inspector.

Inter-fund transfers are \$2,267,000 or 12% of budget. The transfers include \$975,000, \$250,000, \$280,000 and \$50,000 from the General Fund to the Street Operating, Property Acquisition, 1997 L.T.G.O. and the General Government Capital Asset Funds; and \$500,000 from the Capital Improvement Fund to the Street Fund.

#### **RECOMMENDATION**

Staff recommends adoption of the 2000 budget ordinance.



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

**AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF GIG  
HARBOR, WASHINGTON, FOR THE 2000 FISCAL YEAR.**

---

**WHEREAS**, the Mayor of the City of Gig Harbor, Washington completed and placed on file with the city clerk a proposed budget and estimate of the amount of the moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of said city for the 2000 fiscal year, and a notice was published that the Gig Harbor City Council would meet on November 8 and November 22, 1999 at 7:00 p.m., in the Council Chambers in the City Hall for the purpose of making and adopting a budget for 2000 and giving taxpayers an opportunity to be heard on the budget; and

**WHEREAS**, the said city council did meet at the established time and place and did consider the matter of the 2000 proposed budget; and

**WHEREAS**, the 2000 proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Gig Harbor for the purposes set forth in the budget, and the estimated expenditures set forth in the budget being all necessary to carry on the government of Gig Harbor for 2000 and being sufficient to meet the various needs of Gig Harbor during 2000.

**NOW, THEREFORE**, the City Council of the City of Gig Harbor **DO ORDAIN** as follows:

Section 1. The budget for the City of Gig Harbor, Washington, for the year 2000 is hereby adopted in its final form and content.

Section 2. Estimated resources, including beginning cash balances, for each separate fund of the City of Gig Harbor, and aggregate total for all funds combined, for the year 2000 are set forth in summary form below, and are hereby appropriated for expenditure during the year 2000 as set forth below:

**2000 BUDGET APPROPRIATIONS**

<u>FUND / DEPARTMENT</u>	<u>AMOUNT</u>	
001 GENERAL GOVERNMENT		
01 NON-DEPARTMENTAL	\$1,759,100	1,784,100
02 LEGISLATIVE	29,750	
03 MUNICIPAL COURT	292,250	
04 ADMINISTRATIVE/FINANCIAL	<del>689,865</del>	697,865
06 POLICE	1,421,480	
14 PLANNING / BUILDING	578,982	
15 PARKS AND RECREATION	536,700	
16 BUILDING	111,400	
19 ENDING FUND BALANCE	<u>479,052</u>	<u>446,052</u>
001 TOTAL GENERAL FUND	5,898,579	
101 STREET FUND	<del>5,741,002</del>	5,766,002
105 DRUG INVESTIGATION FUND	19,020	
107 HOTEL-MOTEL FUND	243,450	
109 PROPERTY ACQUISITION FUND	1,869,288	
203 '87 GO BONDS - SEWER CONSTRUCTION	260,072	
208 '97 LTGO BONDS	326,108	
301 GENERAL GOVT. CAPITAL ASSETS	306,370	
305 GENERAL GOVT. CAPITAL IMPROVEMENT	586,739	
401 WATER OPERATING	1,031,409	
402 SEWER OPERATING	1,462,315	
407 UTILITY RESERVE	568,495	
408 UTILITY BOND REDEMPTION FUND	675,074	
410 SEWER CAPITAL CONSTRUCTION	1,507,398	
411 STORM SEWER OPERATING	484,664	599,664
420 WATER CAPITAL ASSETS	882,934	
605 LIGHTHOUSE MAINTENANCE TRUST	<u>1,670</u>	
TOTAL ALL FUNDS	<u>\$21,864,587</u>	<u>22,004,587</u>

Section 3. Attachment "A" is adopted as the 2000 personnel salary schedule.

Section 4. The city clerk is directed to transmit a certified copy of the 2000 budget hereby adopted to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

Section 6. This ordinance shall be in force and take effect five (5) days after its publication according to law.

**PASSED** by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this 22nd day of November, 1999.

\_\_\_\_\_  
Gretchen A. Wilbert, Mayor

ATTEST:

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

Filed with city clerk:  
Passed by the city council:  
Date published:  
Date effective:

2000 - 2005

NARRATIVE OF GOALS

Administration

1. **Improve the city's working relationship with Pierce County.** Participate and provide support to the revision of Pierce County's Gig Harbor Comprehensive Plan, working to consolidate service level standards within the UGA outside of the city limits. **Completed 2001.**
2. **Purchase historic Harbor Heights School property.** Conclude the transfer of the Peninsula School District's Henderson Bay site to the City of Gig Harbor for a government and civic center. **Completed 2000.**
3. **Develop plans for utilization of the Henderson Bay site.** With the increase in services attributable to increased service area, city departments will require additional workspace. Plan new facilities, and determine financing requirements. Secure funding for project based on Council-selected option. Review options for retaining, liquidating current facilities. Construct new facilities and transfer operations to new site. **Completed 2001.**
4. **Promote local job growth for local residents.** Encourage business growth in commercially zoned areas that will create environmentally sound, well-compensated jobs for local residents. **On-going.**
5. **Create a northern traffic by-pass.** Arrange for the connection of the East-West Road from Peacock Hill to Crescent Valley Drive. Purchase the necessary easements to demonstrate cooperation with Pierce County. Cooperate with Pierce County to construct the roadway segment. **Completed 2002.**
6. **Improve the ecology of Gig Harbor Bay.** Continue protection efforts for the preservation of a healthy Gig Harbor Bay. This includes development of an oil spill response plan, which will involve coordinating the plans of the marinas, fire department and other agencies. **On-going.**
7. **Encourage re-development of the Downtown Business zone.** Work with downtown property owners, businesses and the City Council to enable re-development of the Pioneer/Harborview Drive business area in a manner that is aesthetically consistent with the existing downtown environment and provides for the future economic health of the business neighborhood. **Completed 2003.**
8. **Improve records management.** Develop improved records system that is more efficient, more accessible and less costly to maintain. This goal will include improving records retention scheduling, upgrading records storage, and modernizing file management. **Completed 2001.**

2000

NARRATIVE OF OBJECTIVES

Administration

1. **Participate in meetings with Pierce County Planning and Land Services.** Clarify functions and routines with Pierce County Planning and Land Services and Pierce County Public Works to develop a practical working relationship within the city's UGA which minimizes the costs of urban services, while maximizing levels of service. **December.**
2. **Implement Scanning System.** Files from all departments except Police and Court will be scanned to CD through an outsourced records scanning system. This process will be phased over several years. **On-going.**
3. **Prepare 2001 city budget.** Prepare and submit to the City Council for adoption the 2001 City of Gig Harbor Budget. **December.**
4. **Develop plans for Gig Harbor Civic Center.** Help the City Council choose functional and building options for the Henderson Bay site. Complete architectural proposals for the site, and develop commensurate funding options and budget adjustments. **June.**
5. **Newsletter.** Prepare a semi-annual newsletter. The layout, design and mailing will be contracted out. **April/October, \$8,000.**
6. **Update personnel adjustments.** Update the City of Gig Harbor personnel manual and distribute one copy per employee. **January.**
7. **Support employee recognition and wellness activities.** **On-going. \$400.**
8. **Assess business development opportunities.** Using the new GIS system, data will be assembled that enables the analysis of zones, uses and specific parcels in the development of a strategy that encourages business development. A meeting of affected property owners will be facilitated. **June.**
9. **Improve emergency readiness.** Continue to work with Pierce County DEM, PCFPD#5 and PEP-C in their neighborhood training efforts. Develop the model initiated in the Millville Neighborhood for all neighborhoods within the city limits. Create an GIS emergency template with the help of Pierce County that provides vital information to emergency responders about neighborhood organization and provides a tracking methodology for each neighborhood's current emergency readiness status. Neighborhood training efforts will be coordinated through the city to assure cohesiveness and follow-through. In addition, staff will attend trainings and monthly meetings to facilitate the update of the regional emergency plan. **August.**

2000  
CAPITAL OUTLAY

Administration

1. **Computer.** Replace two computer workstations. Estimated cost is \$4,250.

Information Systems

- ~~1. **Uninterruptable power supply (UPS).** The UPS is an alternate power supply and buffers power fluctuations. Estimated cost is \$5,000.~~

Total capital outlay is ~~\$9,250~~ 4,250.

participation at 78% of eligible project costs has been approved by the Transportation Improvement Board (TIB), for a net estimated City cost of \$165,000, including approximately \$25,000 in private funds. **\$750,000 - November.**

6. **Franklin Avenue/Fuller Street Improvements (Phase 1).** Design and construct improvements for pedestrian movement and traffic calming at the Franklin Avenue-Fuller Street intersection. The improvements will be tied into the Finholm Viewclimb. A stamped concrete section with raised curb returns and lighted pedestrian bollards at each of the pedestrian crossings is anticipated for this project. **\$50,000 - December.**
7. **38<sup>th</sup> Avenue.** Perform survey to create base maps for future 38<sup>th</sup> Avenue improvements planned for 2001. Work to be performed in conjunction with other survey work. **\$20,000 - June.**
8. **Liquid deicer storage.** Design and install an interim 5,000-gallon liquid deicer storage and mixing tank at the Public Works shop, including containment. **\$5,000 - February.**
9. **Rosedale Street lights.** Purchase streetlights for Rosedale Street. **\$25,000 - December.**
10. **Additional street lights.** Purchase streetlights for Harborview Drive and other areas within the City. **\$30,000 - December.**
11. **Mechanic position.** Promotional or transfer opportunity for staff to perform primarily routine maintenance activities, and manage a maintenance management system for Department vehicles and equipment, including cost tracking for an Equipment Rental and Revolving (ER&R) program (shared with Parks, Streets, Water, Sewer, Storm Sewer). **\$50,000 - January.**
12. **Field Supervisor addition.** Promote a Maintenance Worker to the new Crew Leader position with primary focus on Parks, grounds and streetscape maintenance (shared with Parks, Streets, Water, Sewer, Storm Sewer). **\$55,000 - January.**
13. **Public Works Clerk position.** Hire a permanent shop clerk to assist administrative, technical and supervisory staff especially during construction projects, and/or the absence of one or more administrative staff when additional assistance is needed for customer service, and document and voucher processing.(shared with Parks, Streets, Water, Sewer, and Storm Sewer). **\$35,000 - January.**
14. **Temporary Construction Inspector positions.** Employ 2.0 temporary construction inspector positions to supplement the single construction inspector position during construction, and/or the unavailability of the construction inspector (shared with Parks, Streets, Water, Sewer, and Storm Sewer). **\$105,000 - January.**
15. **Temporary laborer position.** Employ 1.0 temporary laborer position to backfill the laborer position vacated by the temporary appointment of a "Laborer" to "Temporary Construction Inspector" during construction, and/or the unavailability of the construction inspector. **\$23,000 - March.**

2000

NARRATIVE OF OBJECTIVES

1. **Tacoma-Pierce County Visitor and Convention Bureau - General tourism promotion.** The Tacoma-Pierce County Visitor and Convention Bureau will promote Gig Harbor to tour operators, tour wholesalers, senior group leaders and meeting planners; and advertise Gig Harbor as a tourist destination in various publications; and provide travel writers with information on Gig Harbor for inclusion in travel articles. **\$10,000.**
2. **Gig Harbor Peninsula Chamber of Commerce.** The following tourism promotional projects will be funded:
  - **Postage.** Postage for mailing the *Lure* brochure and visitor's guides and other tourism promotion information such as press kits. **\$1,000.**
  - **Tourism logo.** Create a tourism logo and supporting stationery for use in promoting Gig Harbor. **\$4,000.**
  - ~~**Summer weekend office staff.** The Chamber office will continue to stay open for summer weekend hours from Memorial Day through Labor Day. **\$1,000.**~~
  - ~~**Part-time tourism specialist.** This position will be located at the Chamber office and will serve as the lead on media coordination and serve as liaison with accommodations and other tourism related organizations. **\$16,320.**~~
  - **Advertising.** "Getting the word out" is the focus of year two of the tourism marketing plan. This will pay for advertising in high end publications such as *Sunset* and *AAA Journey*. **\$10,000.**
  - **Press kit.** The press kit will be provided to travel writers who wish to write articles on Gig Harbor. The kit includes an embossed presentation folder, materials describing the Gig Harbor and high quality photography. **\$10,000.**
  - **Local promotions.** The Chamber will design and implement a coloring contest ad campaign as a tool to educate Gig Harbor residents on local tourism/visitor activities. **\$3,200.**
  - **Photo library.** This will be a collection of high quality photographs for use in promotional marketing and advertising publications. **\$11,300.**
3. **Gig Harbor Peninsula Historical Society and Museum.** The following tourism promotional projects will be funded:
  - **Museum marketing.** This includes advertisements in tourism related publications and memberships in organizations that include free listings in tourism publications to help promote the museum as a year-round cultural activity. **\$974.**



2000

CAPITAL OUTLAY

1. **Pickup truck.** Purchase a ¾-ton, four-wheel drive, supercab, longbed pickup with tool box and fuel drum to replace 1990 S-10 pickup. **Estimated cost of \$30,000 (Parks - \$3,000, Streets - \$5,000, Water - \$15,000, Sewer - \$5,000, Storm - \$2,000).**
2. **Skid Steer Loader.** Purchase a skid-steer loader with an asphalt concrete pavement planer for utility trench preparation, and asphalt pavement repair. **Estimated cost of \$55,000 (Streets - \$20,000, Water - \$20,000, Sewer - \$5,000, Storm - \$10,000).**
3. **Crackseal applicator unit.** Purchase a new crackseal applicator unit with 125-gallon boiler capacity for pavement maintenance and utility trench pavement edge seal. **Estimated cost of \$30,000 (Streets - \$15,000, Water - \$15,000).**
4. **Various needed equipment.** Purchase needed equipment as available through government surplus, special sale, or public auction opportunities, such as a mini-van/pickup truck/sedan, 2-ton vibratory roller, bucket/lift truck, 10-c.y. dump truck, meter reading vehicle, small motor grader, Layton box, skid-steer loader, light trailer, and tractor attachments. **Estimated total cost of \$40,000 (Parks - \$5,000, Streets - \$10,000, Water - \$15,000, Sewer - \$5,000, Storm - \$5,000).**
5. **Equipment Trailer.** Purchase a "low-boy" equipment trailer to replace the trailer purchased in 1972. **Estimated cost of \$20,000 (Parks - \$2,000, Streets - \$5,000, Water - \$8,000, Sewer - \$2,500, Storm - \$2,500).**
6. **Two-ton vibratory roller.** Purchase a new 2-ton vibratory roller to replace the existing 1-ton roller for pavement repair and trench patching. **Estimated cost of \$30,000 (Streets - \$10,000, Water - \$15,000, Sewer - \$2,000, Storm - \$3,000).**
7. **CAD system upgrades.** Upgrade existing computer hardware and software to maintain compatibility with consultant industry capabilities. **Estimated cost of \$10,000 (Parks - \$500, Streets - \$2,000, Water - \$4,000, Sewer - \$1,500, Storm - \$2,000).**
8. **Computer upgrades.** Upgrade existing computer hardware and software to bring all computers up to a minimum operating speed of 200-mghz, with sufficient memory and software upgrades to run all systems in Windows 98 and Office 2000. Purchase laptop for field use (Estimated cost of \$3,000). **Estimated cost of \$10,000 (Parks - \$500, Streets - \$2,000, Water - \$4,000, Sewer - \$1,500, Storm - \$2,000).**
9. **GIS software.** Purchase GIS software and pay Pierce County to utilize information from Pierce County and other sources to develop and maintain infrastructure and land use reference information. **Estimated cost of \$20,000 (Parks - \$1,000, Streets - \$3,000,**

**Water - \$4,000, Sewer - \$1,000, Storm - \$1,000, remainder to Planning and Police Departments).**

10. **Maintenance management software.** Purchase software and upgrades for equipment and streets (signs, pavement) maintenance management systems. **Estimated cost of \$10,000 (Streets - \$4,000, Water - \$4,000, Sewer - \$1,000, Storm - \$1,000).**
11. **Street plates.** Purchase two steel plates for covering utility trench work areas to allow for temporary traffic movement. **Estimated cost of \$3,000 (Water - \$2,000, Storm - \$1,000).**
17. **Miscellaneous.** Purchase small hand tools and equipment as needed. **Estimated cost of \$4,000.**
12. **Plate compactor.** Purchase a replacement plate compactor. **Estimated cost of \$2,500 (Streets - \$1,000, Water - \$1,000, Storm - \$500).**
13. **Floor jack.** Purchase a new 10-ton floor jack to accommodate existing vehicles. **Estimated cost of \$2,000 (Streets - \$1,000, Water - \$1,000).**
14. **Service tapping machine.** Replace existing unit which is worn out. **\$2,000.**
15. **A/C pipe cutter.** Purchase a tool designed for safer and more efficient cutting of asbestos-cement pipe. **Estimated cost of \$1,000.**
16. **Colorimeter.** Purchase a colorimeter for evaluating a water quality parameter. **Estimated cost of \$1,000.**

**Total Water capital outlay -\$116,000.**

2000

CAPITAL OUTLAY

1. **Portable pump.** Purchase a trailer-mounted, self-contained, automatic pump to pump around our-of-service pump stations for improved emergency response capability. **Estimated cost of \$50,000.**
2. **Portable generator.** Purchase a 40 KW trailer-mounted generator to replace the existing 250 KW trailer-mounted generator used for the well pumps. The 250 KW generator is insufficient to power the Well 3 pump. It does have sufficient capacity for each of the pump stations, and will be transferred to the Wastewater Treatment Plant for a portable backup generator. **Estimated cost of \$35,000.**
3. **Pickup truck.** Purchase a 3/4 ton, supercab, 4x4 longbed pickup to allow transfer of a seven-year old pickup to the treatment plant. **Estimated cost of \$30,000 (Parks - \$3,000, Streets - \$5,000, Water - \$15,000, Sewer - \$5,000, Storm - \$2,000).**
4. **Skid Steer Loader.** Purchase a skid-steer loader with an asphalt concrete pavement planer for utility trench preparation, and asphalt pavement repair. **Estimated cost of \$55,000 (Streets - \$20,000, Water - \$20,000, Sewer - \$5,000, Storm - \$10,000).**
5. **Various needed equipment.** Purchase needed equipment as available through government surplus, special sale, or public auction opportunities, such as a mini-van/pickup truck/sedan, 2-ton vibratory roller, bucket/lift truck, small motor grader, air compressor, light trailer, and tractor attachments. **Estimated total cost of \$40,000 (Parks - \$5,000, Streets - \$10,000, Water - \$15,000, Sewer - \$5,000, Storm - \$5,000).**
6. **Management software.** Purchase new and upgrade wastewater treatment plant (WWTP) and collection system maintenance management and laboratory information management software, including software for Environmental protection Agency and Department of Ecology laboratory and WWTP operation and performance reports. **Estimated cost of \$3,500.**
7. **Data logger.** Purchase a laptop computer or data collector for field use to download information from pump station and WWTP VFD's and flowmeters. **Estimated cost of \$3,000.**
8. **Equipment trailer.** Purchase a "low-boy" equipment trailer to replace the trailer purchased in 1972. **Estimated total cost of \$20,000 (Parks - \$2,000, Streets - \$5,000, Water - \$8,000, Sewer - \$2,500, Storm - \$2,500).**
9. **Two-ton vibratory roller.** Purchase a new two (2) ton vibratory roller to replace the existing one-ton roller for pavement repair and trench patching. **Estimated cost of \$30,000 (Streets - \$10,000, Water - \$15,000, Sewer - \$2,000, Storm - \$3,000).**
10. **CAD system upgrades.** Upgrade existing computer hardware and software to maintain compatibility with consultant industry capabilities. **Estimated cost of \$10,000 (Parks - \$500, Streets - \$2,000, Water - \$4,000, Sewer - \$1,500, Storm - \$2,000).**

11. **Computer upgrades.** Upgrade existing computer hardware and software to bring all computers up to a minimum operating speed of 200-mghz, with sufficient memory and software upgrades to run all systems in Windows 95 and Microsoft Office 2000. Purchase laptop for field use (Estimated cost of \$3,000). **Estimated cost of \$10,000 (Parks - \$500, Streets - \$2,500, Water - \$4,000, Sewer - \$1,500, Storm - \$2,000).**
12. **Hoses.** Purchase new and replacement pump and distribution hoses. **Estimated cost of \$1,500.**
13. **Sodium bisulfite scale.** Purchase a sodium bisulfite scale to provide better control for dechlorination. **Estimated cost of \$1,500.**
14. **Traffic safety equipment.** Purchase traffic safety equipment (signs, barricades, traffic cones, vests). **Estimated cost of \$1,500.**
15. **Dechlorination pump.** Purchase a spare dechlorination pump for the sodium bisulfite to ensure compliance with the WWTP's National Pollutant Discharge Elimination System (NPDES) permit effluent limits for chlorine. **Estimated cost of \$1,000.**
16. **GIS software.** Purchase GIS software and pay Pierce County to utilize information from Pierce County and other sources to develop and maintain infrastructure and land use reference information. **Estimated cost of \$20,000 (Parks - \$1,000, Streets - \$3,000, Water - \$4,000, Sewer - \$1,000, Storm - \$1,000, remainder to Planning and Police Departments).**
17. **Maintenance management software.** Purchase software and upgrades for equipment and street (signs, pavement) maintenance management systems. **Estimated cost of \$10,000 (Streets - \$4,000, Water - \$4,000, Sewer - \$1,000, Storm - \$1,000).**
18. **SCBA oxygen tanks.** Purchase replacement oxygen tanks (2) for self-contained breathing apparatus for confined space entry requirements. The current tanks are approaching the end of their allowable service life (at which time they cannot be refilled due to their age). **Estimated cost of \$1,000.**
19. **Miscellaneous.** Purchase miscellaneous hand tools and equipment (handheld two-way radios, \$300; magnetic bearing temperature gage, \$200; sludge judge, \$125). **Estimated cost of \$4,000.**

**Total Sewer capital outlay - \$126,500.**

**ATTACHMENT "A"**

**2000 SALARY SCHEDULE**

POSITION	RANGE	
	Minimum	Maximum
City Administrator	<del>5,227</del> 5,394	<del>6,533</del> 6,742
Public Works Director	4,614 4,761	<del>5,767</del> 5,951
Chief of Police	4,557 4,702	<del>5,696</del> 5,878
Finance Director	<del>4,339</del> 4,477	<del>5,423</del> 5,596
Planning Director	4,087 4,217	<del>5,108</del> 5,271
Police Lieutenant	4,047 4,176	<del>5,058</del> 5,219
Assistant Public Works Director	4,033	5,041
Project Engineer	<del>3,691</del> 3,809	<del>4,613</del> 4,761
Police Sergeant	3,640 3,756	<del>4,550</del> 4,695
Public Works Supervisor	3,712 3,732	<del>4,640</del> 4,665
Sewer Plant Supervisor	<del>3,553</del> 3,732	<del>4,441</del> 4,665
Fire Marshal/Building Official	<del>3,560</del> 3,674	<del>4,450</del> 4,592
City Clerk	<del>3,022</del> 3,589	<del>3,777</del> 4,486
Associate Engineer	3,420 3,577	<del>4,275</del> 4,471
Field Supervisor (Foreman)	3,165 3,337	<del>3,956</del> 4,171
Police Officer	<del>3,165</del> 3,266	<del>3,956</del> 4,082
Planning Associate	3,047 3,302	<del>3,808</del> 4,128
Information System Specialist	<del>3,060</del> 3,158	<del>3,825</del> 3,947
Accountant	3,128	3,910
Planning / Building Inspector	<del>2,774</del> 3,095	<del>3,467</del> 3,869
Construction Inspector	<del>2,996</del> 3,091	<del>3,745</del> 3,865
Engineering Technician	<del>2,666</del> 3,062	<del>3,332</del> 3,828
Sewer Plant Operator	<del>2,950</del> 3,044	<del>3,687</del> 3,806
Court Administrator	<del>2,491</del> 3,020	<del>3,113</del> 3,774
Maintenance Worker	<del>2,867</del> 2,959	<del>3,583</del> 3,698
Mechanic	2,670	3,337
Public Works Assistant	<del>2,580</del> 2,663	<del>3,225</del> 3,328
Planning-Building Assistant	<del>2,358</del> 2,550	<del>2,947</del> 3,188
Finance Technician	<del>2,358</del> 2,512	<del>2,947</del> 3,140
Court Clerk	<del>2,259</del> 2,399	<del>2,823</del> 2,999
Laborer	<del>2,315</del> 2,389	<del>2,893</del> 2,987
Police Services Specialist	<del>2,217</del> 2,288	<del>2,771</del> 2,860
Public Works Clerk	<del>1,915</del> 2,092	<del>2,393</del> 2,615
Administrative Receptionist	<del>1,915</del> 2,092	<del>2,393</del> 2,615

**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 ADOPTING THE BUDGET FOR THE CITY OF GIG HARBOR, WASHINGTON, FOR THE 2000 FISCAL YEAR.**

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 November, 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: DAVID R. SKINNERES HILL, P.E., PUBLIC WORKS DIRECTOR**  
**SUBJECT: SECOND READING OF ORDINANCE - VARIANCES FROM PUBLIC WORKS STANDARDS**  
**DATE: NOVEMBER 16, 1999**

#### **INTRODUCTION/BACKGROUND**

Development projects in the City are reviewed and inspected by the Public Works Department in accordance with the "City of Gig Harbor Public Works Standards" (Public Works Standards). The Public Works Standards were adopted by Council Resolution 403 in 1994, and formally included in the Gig Harbor Municipal Code in 1996 under Ordinance 712 (GHMC 12.16). As stated in the forward to the Public Works Standards, "the Public Works Standards are intended to preserve the natural beauty of the City of Gig Harbor, the high quality of the City's systems that are currently in place, and to insure the continued high standards of the city's storm sewer, street, sanitary sewer, water, and parks and recreational facilities."

With the exception of the section covering location of driveways along City arterials (Section 2B.140.B.4), the Public Works Standards do not contain any variance provisions. In the past, staff has submitted requests for variance for the Councils consideration and determination.

At the first reading, Council requested clarification regarding the factors to be considered for a variance request, notification provisions, and the appeal process. Staff in consultation with the Public Works Committee has amended the ordinance provisions regarding the factors to be considered, and the notification and appeal process. Variance from the Public Works Standards is proposed to be a Type II action under the Gig Harbor Municipal Code. Under a Type II action, a Notice of Application is not required (GHMC 19.01.003 and except as provided in GHMC 19.02.003). However, a Type II action does have provisions for notification following a Hearing Examiner decision (GHMC 19.06.004), and a judicial appeal following the Hearing Examiner (GHMC 19.01.003, 19.06.006).

#### **POLICY CONSIDERATIONS**

The Public Works Standards were developed to set forth a consistent set of requirements governing work in and improvements to the public rights-of-way. These standards could not anticipate or cover all potential situations or conditions, and there are situations where departure from the Public Works Standards are inconsequential from the aspects of safety, technical sufficiency, maintenance requirements, and/or aesthetics, but are more desirable in terms of function and economics. The Public Works Department is limited in its authority to vary from the Public Works Standards except for driveway locations along City arterials. Presently, variance from the Public Works Standards requires Council authorization. Most public agencies with development review responsibilities include provisions to allow administrative determinations on requests for variance from the agency's public works design standards.

**MAYOR WILBERT AND CITY COUNCIL**

**November 16, 1999**

**Page 2**

The proposed ordinance has guidelines for administrative consideration of variance proposals, together with a notification and an appeal process.

**FISCAL CONSIDERATIONS**

The ordinance includes a provision for a filing fee as established by the City.

**RECOMMENDATION**

I recommend that the proposed ordinance, as presented or as amended, be approved by the City Council at this second reading.



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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PUBLIC WORKS STANDARDS FOR THE CONSTRUCTION OF TRANSPORTATION, STORM DRAINAGE, WATER AND SANITARY SEWER FACILITIES, ADOPTING CRITERIA FOR THE PUBLIC WORK'S DIRECTOR'S APPROVAL OR DENIAL OF VARIANCES FROM SUCH STANDARDS, ADDING A NEW SECTION 1.160 TO THE GIG HARBOR PUBLIC WORKS STANDARDS, ADOPTED BY GIG HARBOR MUNICIPAL CODE SECTION 12.16.010.**

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WHEREAS, the City adopted public works standards for the construction of transportation, storm drainage, water and sanitary sewer facilities; and

WHEREAS, there are no provisions in the public works standards to allow the public works director to grant variances from strict compliance with the public works standards presenting a hardship to a property owner, such as properties involving unique topographic or site conditions; and

WHEREAS, the City Council desires to allow the public works director the flexibility to grant variances under these circumstances and others, where the granting of the variance will not amount to a special privilege and the City's standards for safety, function, appearance and economic maintenance are satisfied; now, therefore,

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

Section 1. A new Section 1.160 is hereby added to the City of Gig Harbor Public Works Standards, as adopted in GHMC § 12.16.010:

### **1.160 Variances.**

A. Submittal Requirements. A request for a variance from the Public Works Standards must be submitted in writing to the Director of Public Works for review. A complete application for a variance shall consist of:

1. Variance application;
2. Two (2) sets of the site plan;
3. A letter describing the variance requested, explaining the reasons for the requested variance, and addressing each of the criteria for approval.
4. A filing fee as established by the City.

B. Processing. A variance from the public works standards is a Type II application (see GHMC § 19.01.003). Because the technical nature of a variance request may require review by an outside consultant, variance requests shall not be subject to the deadline for issuance of a final decision in GHMC § 19.05.008 and RCW 36.70B.090. However, the variance is subject to the determination of application completeness in GHMC § 19.02.003, optional consolidated permit processing procedures in GHMC § 19.01.002, the notice of application procedures in GHMC § 19.02.003 and the issuance of a notice of written notice of decision in GHMC § 19.05.008. The remaining sections of Title 19 GHMC are optional for the processing of a variance under this section.

C. Criteria for Approval. Variances from the public works standards may be granted by the Public Works Director if the applicant presents substantial evidence to demonstrate that all of the following criteria for approval are satisfied:

1. Strict compliance with the public works standards is undesirable or impractical because of impracticality or undesirable conditions;
2. The proposed variation(s) are functionally equivalent to and are consistent with the intent of the Public Works Standards, and/or provide compensating benefits to the City and the public;
3. The proposed variation(s) are based on sound engineering judgment;
4. The proposed variations have not been made necessary by actions of the applicant or property owner; and
5. Safety, function, appearance and economical maintenance requirements are met with the proposed variation(s).

D. Final Decision. The Public Works Director shall issue his/her findings and conclusions on the variance in writing, and shall immediately provide a copy to the applicant as well as all persons requesting notification. If the application does not satisfy all of the above criteria, the Public Works Director shall deny the application. A variance may be conditioned to the extent necessary to address any engineering, public health, safety or welfare concerns, and as allowed by applicable law.

E. Appeals. Appeals of a variance shall be filed and processed as described in Title 19 GHMC for a Type II application.

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 shall take effect and be in full force five (5) days after publication of the attached approved summary thereof consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this \_\_\_th day of \_\_\_\_\_, 1999.

CITY OF GIG HARBOR

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

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

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

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

of the City of Gig Harbor, Washington

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On \_\_\_\_\_, 199\_\_, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. \_\_\_\_\_, the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PUBLIC WORKS STANDARDS FOR THE CONSTRUCTION OF TRANSPORTATION, STORM DRAINAGE, WATER AND SANITARY SEWER FACILITIES, ADOPTING CRITERIA FOR THE PUBLIC WORKS DIRECTOR'S APPROVAL OR DENIAL OF VARIANCES FROM SUCH STANDARDS, ADDING A NEW SECTION 1.160 TO THE GIG HARBOR PUBLIC WORKS STANDARDS, ADOPTED IN GIG HARBOR MUNICIPAL CODE SECTION 12.16.010.

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

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

---

MOLLY TOWSLEE, CITY CLERK



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

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MARK HOPPEN** *MH*  
**SUBJECT: FIRST READING - AMENDMENT TO THE 1999 BUDGET AND  
AMENDMENT TO THE CAPITAL FACILITIES ELEMENT OF THE  
1996 COMPREHENSIVE PARKS, RECREATION AND OPEN SPACE  
PLAN**  
**DATE: NOVEMBER 17, 1999**

#### **BACKGROUND**

These amendments to the 1999 budget and 1996 Comprehensive Parks, Recreation and Open Space Plan will facilitate the City's purchase of the Borgen property.

#### **POLICY CONSIDERATIONS**

The Borgen property does not appear to be directly referenced in the 1996 Comprehensive Parks, Recreation and Open Space Plan. The Plan does mention the purchase of properties adjacent to the wastewater treatment plant as proposed resource parks. The purchase of this property will be a step towards meeting that objective.

#### **FINANCIAL CONSIDERATIONS**

The City has offered \$345,000 for the Borgen property. The Property Acquisition Fund currently has available funds to accomplish this purchase.

#### **RECOMMENDATION**

Staff recommends separate adoption of these ordinances after a second reading.

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AMENDING THE 1999 BUDGET TO RESERVE \$345,000 IN THE PROPERTY ACQUISITION FUND FOR THE PURCHASE OF THE BORGEN PROPERTY.

WHEREAS, the City Council has initiated steps toward the purchase of the Borgen property; and

WHEREAS, the City Council desires to reserve \$345,000 in the property acquisition fund for the purchase of the Borgen property; now, therefore,

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

Section 1. The budget for the City of Gig Harbor for the year 1999, as adopted in Ordinance No. 810, is hereby amended on page 100 to read as follows:

**City of Gig Harbor  
1999 Annual Budget**

**Fund 109  
Property Acquisition**

**DESCRIPTION OF FUNCTION**

This fund was established in 1995. The resources accumulated through transfers and interest earnings will be used for the purchase of civil properties.

\$650,000 is reserved pursuant to the purchase agreement for the Henderson Bay property. Under the Agreement, the City purchased two-thirds of the property and 1997 and must purchase the remaining one-third in 2000.

\$345,000 is reserved for the purchase of the Borgen property, in the event the purchase takes place prior to December 31, 1999. Other monies are available for acquisition of parks properties identified by the City Council in the City of Gig Harbor Parks, Recreation and Open Space Plan.

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this   th day of       , 1999.

CITY OF GIG HARBOR

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

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

FILED WITH THE CITY CLERK: 11/18/99  
PASSED BY THE CITY COUNCIL:  
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 COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AMENDING THE 1999 BUDGET TO RESERVE \$345,000 IN THE PROPERTY ACQUISITION FUND FOR THE PURCHASE OF THE BORGES PROPERTY.

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

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

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

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AMENDING THE CAPITAL FACILITIES ELEMENT OF THE 1996 COMPREHENSIVE PARKS, RECREATION AND OPEN SPACE PLAN OF THE CITY OF GIG HARBOR TO DEPICT THE PLANNED EXPENDITURE OF \$345,000 FOR THE PURCHASE OF THE BORGEN PROPERTY.**

WHEREAS, the Growth Management Act allows the City to amend the Comprehensive Plan more than once a year for the purpose of amending the capital facilities element that occurs concurrently with the adoption or amendment of the City's budget; and

WHEREAS, the City Council is considering the amendment of its 1999 budget to reserve \$345,000 for the purchase of the Borgen property; and

WHEREAS, the City Council desires to amend the capital facilities element of the 1996 Comprehensive Parks, Recreation and Open Space Plan to depict the reservation of \$345,000 for the purchase of the Borgen property;

WHEREAS, notice of the public hearing associated with the adoption of this ordinance was published on November 17, 1999; and

WHEREAS, the City Council held a public hearing on this ordinance on November 22, 1999, and heard the testimony of the members of the public; Now, Therefore,

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

Section 1. The Capital Facilities element of the 1996 Comprehensive Parks, Recreation and Open Space Plan for the City of Gig Harbor, as adopted in Ordinance No. 744 is hereby amended on pages 176 and 249 to include the Borgen property, which are those parcels on that

portion of the property within the triangle formed by Harborview Drive, North Harborview Drive, and Austin Street, except that portion owned by the Gig Harbor Peninsula Historical Society. The price of these parcels is \$345,000.

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 and Transmittal to State. Pursuant to RCW 36.70A.106, a copy of this ordinance has been send to the Department of Community, Trade and Economic Development. This ordinance shall take effect and be in full force five (5) days after publication of the attached approved summary thereof consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this \_\_\_\_\_ the day of \_\_\_\_\_, 1999.

CITY OF GIG HARBOR

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

---

By: CAROL A. MORRIS

FILED WITH THE CITY CLERK: 11/18/99  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.

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

of the City of Gig Harbor, Washington

On \_\_\_\_\_, 199\_\_, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. \_\_\_\_\_, the main points of which are summarized by its title as follows:

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AMENDING THE CAPITAL FACILITIES ELEMENT OF THE 1996 COMPREHENSIVE PLAN OF THE CITY OF GIG HARBOR TO DEPICT THE PLANNED EXPENDITURE OF \$345,000 FOR THE PURCHASE OF THE BORGEN PROPERTY.**

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

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

\_\_\_\_\_  
Molly Towslee, CITY CLERK



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

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR** *Mark*  
**SUBJECT: LEGAL SERVICES AGREEMENT**  
**DATE: NOVEMBER 18, 1999**

#### **INFORMATION/BACKGROUND**

Carol Morris has submitted a contract for renewal as City Attorney for the year 2000. The proposed contract is identical to her previous contract except for the change of term date in *Section 2. Term* and for an increase in some service rates.

The monthly retainer is increased from \$1323.50 to \$1475 (11.4%). The partner service rate, the rate for Carol Morris' services outside of the retainer, increases from \$122 to \$130 (6.6%). The associate service rate increases from \$99.90 to \$110 (10.1%).

#### **RECOMMENDATION**

Staff recommends approval of this contract as presented.

## LEGAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the City of Gig Harbor, hereinafter referred to as the "City," and Carol A. Morris, hereinafter referred to as the "City Attorney."

1. General Recitals.

A. The Council desires to establish a retainer system for legal services and for matters of a routine nature in order to encourage Councilmembers, the Mayor and department heads to utilize the services of the City Attorney as an effective means of assisting with risk management.

B. The parties hereto desire to define the services to be provided and the costs associated therewith.

2. Term. The term of this Agreement shall be from January 1, 2000, until terminated by either party pursuant to the terms hereof. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

3. Duties.

A. The City Attorney shall be principally responsible for performing all legal work for the City, except as set forth in Paragraph 3(B). The following list of duties are illustrative of the services to be performed by the City Attorney, but is not necessarily inclusive of all duties:

(1) City Attorney to provide services on City Hall premises to be scheduled by appointment as required or on pre-arranged days. Other basic services will be provided at the Law Office of Carol A. Morris in Seattle.

(2) Draft City ordinances, contracts, resolutions, interlocal agreements, correspondence and other legal documents as requested by the City;

(3) Represent the City in lawsuits and other contested proceedings commenced by the City;

(4) Represent the City in lawsuits and other contested proceedings in which the City is named as a defendant;

- (5) Approve all legal documents as to proper form and content;
- (6) Advise the Mayor, Councilmembers, staff members, committee members, commission members and board members with regard to legal matters relating to their respective duties being performed for the City;
- (7) Consult with and advise the Mayor, Councilmembers, department heads and staff if requested by a department head or the Mayor, by telephone, in person and/or by written memo, on routine City business;
- (8) Be available on an as-needed basis to discuss legal matters with citizens which affect the City and respond to citizen inquiries in person, in writing or by telephone involving City business;
- (9) Attend all Council meetings and work sessions, unless excused therefrom by the Mayor or Mayor pro-tem;
- (10) Attend board meetings, commission meetings, committee meetings or any other type of meeting on an as-needed basis, including meetings with other governmental agencies as necessary on matters involving the City; and
- (11) Such other duties as are necessary and appropriate in order to provide the City with legal representation.

B. The City Attorney's duties do not include the following:

- (1) Providing public defense services for indigent defendants;
- (2) Representing the City in any legal matter where the City Attorney is prohibited from doing so as a result of a conflict of interest under the Rules for Professional Conduct or other applicable law or regulation;
- (3) Representing or advising City employees where the interest of the City employee may conflict with that of the City;
- (4) Providing legal services where the City has insurance coverage that provides for legal services to the City and the City has tendered the defense to the insurance carrier. Provided, however, the City Attorney shall monitor the lawsuit on behalf of the City, and may be retained by the City's insurance provider to provide such legal services;
- (5) Providing criminal prosecution services.



4. Compensation.

A. Retainer. The City shall pay the law firm a monthly retainer amount of \$1,475.00 for thirteen (13) hours of legal services commencing January 1, 2000. The rates charged by Carol A. Morris for the legal services provided in this agreement which exceed the retainer amount (not projects in Sections 4(B) and 4(C) below) are:

	Rate
Partners	\$130.00/hr.
Associates	\$ 110.00/hr.
Law Clerks	\$ 75.20/hr.
Paralegals	\$ 59.75/hr.

These rates are effective until December, 2000, and are subject to renegotiation yearly, for cost of living increases.

B. Development Proposals. On all projects for which the City will seek compensation from a proponent for the City's costs, the City Attorney and the law firm shall charge their regular hourly rates. The types of projects that are included in this category would be work associated with L.I.D.'s, ULIDs, annexations not initiated by the City, rezones, latecomers agreements, development agreements, projects subject to the City's environmental ordinances, and all other projects for which the City is entitled to receive reimbursement from another source.

C. Special Projects. It is anticipated that there may be services needed from the City Attorney and the law firm that are not of a routine nature and thus would not be included in the monthly retainer. The projects included in this category include the following:

- (1) Any contested proceedings whether the City is the initiating party or the defending party, such as mediations, arbitrations, appeals, court proceedings and administrative hearings;
- (2) Union negotiations;
- (3) Personnel matters other than of a routine nature. This would include any disciplinary proceedings;
- (4) Land acquisition; and

(5) Such other matters as are of a non-routine nature as specifically approved by the City Council.

D. Reimbursable Costs. Carol A. Morris shall be reimbursed for costs and advances for such items as legal messenger service, copying costs (for large copy projects the attorney shall determine if the Mayor or Administrator would prefer to use City personnel and equipment so as to minimize copy costs), long distance, access and use charges for computer legal research services, facsimile costs, deposition fees, court filing fees and similar expense items. The City will be billed for travel time for meetings held off the City Hall premises, for travel to City Hall for the appointments scheduled in Section 3(A)(7) of this Agreement, and to regular City Council meetings.

E. Equipment and Other Resources. Carol A. Morris shall provide the City Attorney's mobile telephone, unlimited access to CD-ROM and access to all other on-line computer legal research services.

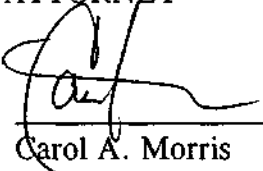
5. Entire Agreement. This Agreement incorporates the entire agreement between the parties with regard to legal work to be performed on behalf of the City, and the rates to be charged therefore.

DATED this \_\_\_\_ day of \_\_\_\_\_, 1999.

CITY OF GIG HARBOR

CITY ATTORNEY

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

By:   
Carol A. Morris

ATTEST:

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


Address:

Carol A. Morris  
Law Office of Carol A. Morris, P.C.  
321 Bromley Place N.W.  
Bainbridge Island, WA 98110  
Phone: (206) 780-3502



*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**   
**DATE: NOVEMBER 17, 1999**  
**SUBJECT: EMPLOYEES' AND SUPERVISORY EMPLOYEES' GUILD CONTRACTS**

#### **INTRODUCTION**

Contracts with both guilds expire on December 31, 1999. We met with representatives of both guilds several times throughout October and have negotiated the attached contracts. These contracts are for three years and will take effect January 1, 2000.

#### **FINANCIAL**

The contracts as presented adjust the salary ranges according to the comparable cities the City has been using over the last 8 years. Both contracts include a 3.2% cost of living adjustment (COLA) in 2000 and COLA's based upon the June CPI-W in 2001 and 2002. The contracts also include \$250 per credit hour reimbursement for graduate courses, overtime pay for time an employee who is on stand-by status, minimum 3 hours pay for call backs, overtime compensation and reimbursements for employees when called to work while on a scheduled vacation and overtime pay for employees for unscheduled shift changes.

#### **RECOMMENDATION**

Staff recommends approval of these contracts.

# AGREEMENT

By and Between

CITY OF GIG HARBOR

And

GIG HARBOR EMPLOYEES' GUILD  
SUPERVISORY BARGAINING UNIT

2000

## PREAMBLE

This Agreement is made and entered into by and between the City of Gig Harbor, hereinafter referred to as the "Employer", and the Gig Harbor Employees' Guild Supervisory Bargaining Unit, hereinafter referred to as the "Guild". The purpose of this Agreement is to set forth the entire understanding reached between the parties with respect to wages, hours of work and conditions of employment for employees of the Employer who are represented by the Guild as set forth in Article I herein.

## ARTICLE I - RECOGNITION

The Employer hereby recognizes the Guild as the exclusive bargaining representative for employees employed by the Employer as certified by the State of Washington, Department of Labor and Industries in Case No. 09524-E-91-01579, issued July 20, 1992. The bargaining unit covered by this Agreement shall include the ~~Assistant Public Works Director~~, Public Works Supervisor and the Wastewater Treatment Plant Supervisor.

## ARTICLE II - MEMBERSHIP

**Section 1.** All employees who are members of the Guild on the effective date of this Agreement and all employees who may become members thereafter during the life of this Agreement shall as a condition of employment remain members of the Guild in good standing for the term of this Agreement.

**Section 2.** The Employer agrees to deduct monthly dues uniformly required in the bargaining unit from employees who voluntarily execute a wage assignment authorization form. The Employer shall transmit such deduction to the Guild by check payable to its order. Upon issuance and transmission of such deduction the Employer's responsibility shall cease with respect to such deductions.

The Guild and each employee authorizing the assignment of wages for payment of Guild dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits,

or other forms of liability that may arise against the Employer for or on account of any deduction made from wages of such employee.

### ARTICLE III - NONDISCRIMINATION

**Section 1.** The Employer and the Guild agree that the administration and application of this Agreement shall be consistent with applicable state and federal laws regarding nondiscrimination in employment.

**Section 2.** No employee covered by this Agreement shall be discriminated against because of his/her membership or nonmembership in the Guild, or lawful activities on behalf of the Guild; provided, however, that such activity shall not be conducted during working hours nor be allowed to interfere with the Employer's operations except as defined herein.

### ARTICLE IV - HOURS OF WORK AND OVERTIME

**Section 1. Normal workweek.** The normal workweek, with a period beginning on Monday and ending on Sunday, shall consist of forty (40) hours. The normal workday shall consist of eight (8) hours per day in each of five (5) consecutive days or four (4) consecutive, ten (10) hour days. The normal workweek and workday are goals. The normal workweek and workday schedules shall be defined by the Mayor or the Mayor's designee. The work year shall consist of two thousand and eighty (2,080) hours.

**Section 2. Overtime.** Overtime as used in this Agreement shall mean that time an employee works in excess of the normal forty (40) hour workweek. Compensation for overtime shall be as set forth in subsections ~~b, c, d, or e~~ **A through G** of this article.

- A. All overtime must be authorized in advance by the City Administrator or the respective department head, except in cases of emergency.
- B. Overtime shall be compensated at the rate of one-and-one half (1-1/2) times the regular straight-time pay (monthly salary x 12 /2080) for overtime worked on Monday through Saturday inclusive (or the employee's regular work week and the following day). Overtime shall be compensated at the rate of two times the regular straight time pay for holidays and for hours worked on the last day off before a regular work week (Sunday for employees working a normal Monday through Friday work week).
- C. Employees will receive a minimum of 2 ~~3~~ hours pay (straight time or overtime as determined according to Section 2b above) for work requiring a return to work from home during the employees regularly scheduled time off or while on call, such as for emergencies or meetings called by the employer. The pay rate for overtime worked under this paragraph will be determined according to Section 2b above.
- D. Mandatory training on a regularly scheduled day off required by State, City or Departmental regulations as determined by the respective department head shall be

compensated at one-and-one-half (1-1/2) times the employee's straight-time base hourly rate of pay with a minimum of two hours overtime compensation.

- E. The Employer shall have the discretion to grant compensatory time off in lieu of paid overtime. The pay rate for overtime worked under this paragraph will be determined according to Section 2b above. The option to compensate by compensatory time shall be arranged by mutual agreement between the Employer and the Employee. Accrued compensatory time off shall be used at a time mutually agreeable to Employer and the Employee. Employees may accrue a maximum of ~~60~~ 80 compensatory time-off hours. If the employee works over time hours and has reached his/her maximum compensatory time hours, he/she shall be paid his/her regular pay according to Section 2b above.
- F. Any employee required to return to work while on vacation shall earn pay at the employee's overtime rate for his/her scheduled shift. In addition, monetary compensation shall be paid to said employee for reimbursement of any actual expenses regarding the rescheduling of hotel/motel, airfare, etc.
- G. When a member of the Guild completes an unscheduled shift in which 4 or more hours fall between the hours of 6:00 P.M. and 6:00 A.M. he/she shall be entitled to overtime pay according to Article IV, section 2 for those hours worked between 6:00 P.M. and 6:00 A.M. In order for a shift to be scheduled, at least 24 hours notice must be given to the employee prior to the start of the shift.

**Section 3. Workweek.** The Employer retains the right to schedule the workweek in any manner, which may be required in order to meet the needs of the community.

## ARTICLE V - WAGE RATES

### Section 1 Wages and Salary Survey.

- A. **Wages.** Effective January 1, 1997 ~~2000~~, members of the Guild shall receive a cost-of-living increase in their salaries of ~~two and nine tenths~~ ~~three and two tenths percent~~ (2.9%) ~~(3.2%)~~. The salary schedule (see Attachment "A"), reflects adjustments required due to the salary range adjustment and to the cost of living increase for 1997 ~~2000~~. The salary schedule will be adjusted for the July ~~June~~ Seattle-Tacoma-Bremerton CPI-W effective January 1, 1998 ~~2001~~, and January 1, 1999 ~~2002~~.
- B. **Salary Survey.** The City shall initiate a salary survey of employee wage rates prior to January 1, 1999 ~~2002~~, which shall analyze the appropriate wages for employee positions relative to a selected group of cities determined by the City (which was utilized for the City's 1996 ~~9~~ Salary Survey). The results of this survey shall be compared with the 1998 ~~2001~~ salary ranges of City employees at that time, and if the survey results disclose that the 1998 ~~2001~~ salary range midpoint for any Guild position is two and one-half percent (2.5%) or more below the survey range mid-point for that position, then the City will:

1. Adjust the ~~1998~~ 2001 salary range midpoint for an identified position to conform to the salary survey midpoint.
2. Construct a salary range for this identified position around the adjusted salary midpoint, consistent with the City's past practice.

**Section 2. Salary range.** Movement within each salary range shall be governed by the City's Personnel Regulations as shown within Attachment "B".

**Section 3. Mileage.** Mileage shall be paid as prescribed by City Ordinance Chapter 2.28.010.

**Section 4. Education reimbursement.** Upon satisfactory completion of a job related educational course, when the employee who desires to take the course has prior written approval from the City Administrator, the city shall reimburse the employee for the educational course up to a maximum rate of one hundred sixty (\$160.00) dollars per credit hour for undergraduate courses and two hundred fifty (\$250.00) dollars per credit hour for graduate courses. The city agrees to reimburse reasonable expenses for textbooks required for such course and will retain such textbooks in the department of the respective Department Head. No employee shall receive a total credit reimbursement of over \$1,600 in a given budget year. All reimbursements shall be taken from specifically budgeted line items. Based on the standards of the institution, a passing grade must be obtained in a given course in order for that course to be reimbursed. Upon the request of the City Administrator, an employee who is enrolled in a program leading to a two or four year degree shall submit evidence that the employee's accumulative GPA in the academic program is equivalent to 3.0 (on a 4.0 scale). An employee in such a program must maintain a 3.0 accumulative GPA or greater in order to qualify for tuition reimbursement. Any course that does not qualify for reimbursement at the end of the evaluation period for that course shall be ineligible for retroactive reimbursement.

**Section 5. Meal Pay.** If a supervisor is required to work two hours beyond the normal work day, then he/she shall receive a paid meal. The employer shall provide the meal or reimbursement.

**Section 6. Dues and Special License Fees.** ~~The employer shall pay all employee's organization membership dues, certifications and licenses required by the employer. Such licenses, certifications and dues shall include but are not limited to all building, plumbing, mechanical, fire, water, sanitary sewer and electrical organizations and agencies. This section shall be left in the contract until the personnel policies are revised per Section 6 and approved by the City Council.~~

**Section 7. Severance Notice and Support.** The employer shall provide six months notice for supervisors whose positions will be eliminated due to lack of work, budgetary restraints, or other organizational changes.

## ARTICLE VI - VACATIONS

Vacations with pay shall be granted annually to all full-time employees who were employed prior

to February 1, 1993 based upon the following schedule:

Months of Service	Earned Working Hours per Month	Working Days per Year Max.
0 - 12	6.67	10
13 - 24	7.33	11
25 - 36	8.33	12.5

During months 37 - 192 (4th through 16th year), an additional .67 vacation hours per month (8 additional hours per year) shall be earned. The annual earned vacation rate shall not exceed 208 hours per year. Accumulated vacation balance shall not exceed 336 hours at any one time. Accumulated vacation balance shall not exceed 240 hours at year-end (December 31); any accumulated vacation hours in excess of 240 hours at year-end will be lost without compensation.

Employees who began employment on February 1, 1993 or thereafter shall earn vacation according to the following schedule:

Months of Service	Earned Working Hours per Month	Working Days per Year Max.
0 - 12	6.67	10

During months 13 - 120 (2nd through 10th year), an additional .67 vacation hours per month (8 additional hours per year) shall be earned. The annual earned vacation rate shall not exceed 160 hours per year. Accumulated vacation balance shall not exceed 336 hours at any one time. Accumulated vacation balance shall not exceed 240 hours at year-end (December 31); any accumulated vacation hours in excess of 240 hours at year-end will be lost without compensation.

### ARTICLE VII - HOLIDAYS

The following holidays shall be recognized by the city as city holidays:

New Year's Day	January 1
Martin Luther King Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
* Floating Holiday	(taken at employee's discretion)



\* An employee must be on the payroll a minimum of 90 days to receive the floating holiday.

If a holiday falls on a Saturday (or the day following the employee's regular workweek) it shall be observed on the preceding day. A holiday falling on a Sunday (or the day preceding the employee's regular work week) shall be observed on the following day.

If a Department Manager directs an employee to work on a paid holiday, the employee shall receive pay at two times his/her regular straight-time hourly rate for the actual time worked.

Holidays observed during vacation or sick leave shall not be charged against such leave.

### ARTICLE VIII - MEDICAL BENEFITS

The Employer shall pay 100% of the monthly premium for the following benefit plans for the Guild employee and eligible dependents:

- 1) Medical - Association of Washington Cities Plan- A with orthodontia and chiropractic coverage.
- 2) Dental - AWC Trust (Plan A - Washington Dental Service).
- 3) Vision - AWC Trust (Western Vision Service Plan).

### ARTICLE IX - LEAVES

**Section 1. Sick leave.** Full-time employees shall accrue sick leave at the rate of one day per calendar month for each month compensated. Sick leave is accumulated to a maximum of one hundred and eighty (180) days. Sick leave may be used for time off with pay for bona fide cases of incapacitating illness, injury, disability or for care of dependents as required by state law. Abuse of sick leave shall be grounds for suspension or dismissal.

**Section 2. Return to work.** A medical certificate may be required when there is cause to suspect sick leave abuse; to assist agencies in protecting the employees from returning to work too soon following an illness or injury; or to protect fellow employees or clients from contagious illness. A medical certificate must be required if the reason was personal illness as cited in WAC 356-18-060 (1)(a), (b), or (c), and continued for more than four continuous workdays.

**Section 3. Sick leave bonus.** An employee who has taken no sick leave during any six (6) month period shall receive, as a bonus, one annual day off or one day's pay (eight hours) for each period during the term of this Agreement. It shall be the responsibility of the employee to notify the City of the employee's eligibility of the bonus day(s). Upon retirement or voluntary termination twenty-five percent (25%) of unused sick leave shall be paid to an employee with five years or more of continuous city employment. Upon involuntary termination where the Mayor alone grants this benefit at the Mayor's sole discretion, twenty-five percent (25%) of unused sick leave shall be paid to an employee with five years or more of continuous city employment. Upon death, one hundred (100%) percent of sick leave will be paid.

**Section 4. Use of sick leave.** Sick leave may be used for the following:

- a. Personal illness or physical incapacity resulting from causes beyond the employee's control.
- b. Medical or dental treatment of the employee or his/her dependents.
- c. Illness within the immediate family (spouse or dependents) necessitating the employee's absence from work).
- d. Maternity or paternity purposes relating to childbirth or related circumstances.

Where practicable, notification of absence due to illness or injury shall be given to the relevant supervisor as soon as possible, but no later than one-half hour after the start of the work day. Failure to so notify shall cause the leave so taken to be construed as leave without pay and may result in disciplinary action.

**Section 5. Bereavement Leave.** A regular full-time employee may be granted up to five (5) days of leave without loss of pay because of death of a member in the immediate family. Leave over five days per death shall be charged to Sick Leave. For purposes of this section, immediate family shall be defined as husband, wife, children, step-children, mother, father, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, brother or sister of the employee and others as authorized by the City Administrator.

**Section 6. Military Leave.** In accordance with RCW 38.40.060, eligible employees shall receive employer pay up to fifteen (15) days during each calendar year.

**Section 7. Jury Duty.** While on jury duty, or while appearing as a legally required witness, any jury duty pay received by the employee during such leave shall be deducted from the employee's base pay. Travel time will be granted in the calculation of this deduction.

**Section 8. Funeral Participation.** An employee may be granted up to three (3) hours time off, without loss of pay, accrued vacation, or sick leave, to participate in a funeral ceremony when first approved by the respective department head.

**Section 9. Voting.** When an employee's work schedule is such that he/she cannot vote prior to or after the normally scheduled working hours, he/she shall be allowed time off to vote without loss of pay, accrued vacation, or sick leave.

## **ARTICLE X - BENEFIT PLAN**

**Section 1. Statewide pension plan.** The Employer shall participate in the state-wide system for pension, relief, disability and retirement for qualified employees as provided in RCW 41.44.050.

**Section 2. Substitute Social Security Plan.** The City shall provide and maintain a benefit plan as a substitute for Social Security benefits. The City Administrator, with guild advisement, shall

select the corporation(s) that will manage these benefits. The plan shall consist of three benefits:

- a. Long-term disability;
- b. Life insurance; and
- c. A deferred compensation plan for retirement income.

**Section 3. Workmen's Compensation.** The city shall insure city employees with the State Workmen's compensation plan. An employee receiving pay for sick leave who is eligible for time-loss payments under the workmen's compensation law, shall for the duration of such payments, receive only that portion of his regular salary which, together with said payments, will equal his/her regular salary. To avoid hardship on the employee caused by a time lag in time-loss payments he/she shall endorse such payments to the city.

#### ARTICLE XI - STAND-BY PAY

An employee scheduled for "standby status" shall be compensated as follows:

1. If the standby period is less than eighteen (18) hours, the employee shall receive one (1) hour of pay ~~or compensation time~~ at his/her ~~regular straight-time hourly~~ ~~overtime~~ rate; or
2. If the standby period exceeds eighteen (18) hours but not twenty-four (24) hours, the employee shall receive two (2) hours pay ~~or compensation time~~ at his/her ~~regular straight-time~~ ~~overtime~~ hourly rate.
3. After twenty-four (24) hours, compensation is calculated by repeating the aforementioned method.
4. If the employee is called back to work while on stand-by, compensation shall be computed according to Article IV of this agreement.

Stand-by is defined as: The employee being available to respond to any call for City service during those hours and in such manner as designated by the respective department head. The method of scheduling personnel and the determination of periods for standby assignments shall be the responsibility of the respective department head or his/her designee.

#### ARTICLE XII - RIGHT OF ACCESS--GUILD REPRESENTATION

**Section 1.** Duly authorized representatives of the Guild shall be permitted to enter upon the Employer's premises at reasonable times for the purpose of observing working conditions and transacting Guild business that cannot be transacted elsewhere; provided, however, that the Guild representative first secures approval from the designated Employer representative as to time and place, and that no interference with the work of the employees or the proper operation of the Employer shall result.

**Section 2.** The Guild agrees that Guild business conducted by Guild members, including the investigation of grievances, shall occur during nonworking hours (e.g., coffee breaks, lunch

periods, and before and after regular working hours). Public Works Department employees shall be allowed one-half (1/2) hour each quarter for their use to attend Guild meetings during the half hour of 7:30 a.m. to 8:00 a.m.

### ARTICLE XIII - EMPLOYEE RIGHTS

**Section 1.** Any employee, when being questioned by his/her employer about matters that may result in discipline has the right to:

- A. Receive the specific nature of the charge or allegation against him/her in writing.
- B. Have present his/her choice of the Guild Representative (who must be reasonably available). To a contract maximum of \$250 for all salary-related city expenses, the expense for guild representation shall be paid 50% by the employer and 50% by the Guild when the meeting is requested by the employer. Subsequent to exceeding the \$250 expense maximum, the Guild shall be solely responsible for representation expenses. The employer shall allow a reasonable length of time for the representative to arrive at the place of meeting.
- C. The questioning by the Employer shall be during normal Employer business hours unless agreed to be held at other times by the Employee.
- D. The employee may receive reasonable intermissions or breaks if the questioning exceeds approximately one hour.

**Section 2. City's Rules and Regulations.** It is mutually agreed that the Employer has full responsibility and authority to adopt rules and regulations for the operation of the city's departments and conduct of its employees. The Guild agrees that its members shall comply in full with such rules and regulations. Nothing in this Section shall be interpreted to restrict the respective department head and/or the City Administrator the right to make decisions or to establish procedures consistent with the "emergency" nature of operating each department.

**Section 3. Maintenance of city services.** In the event of any strike, walkout, slow down or work stoppage, the respective department head and/or City Administrator shall retain the right to require necessary level of staffing from the ranks of guild members in order to insure, in the city's immediate discretion, the safe maintenance of city services.

**Section 4. Failure to comply with Section 3.** Any employee refusing to comply with the conditions of Section 3 above will be subject to immediate dismissal.

### ARTICLE XIV - GRIEVANCE PROCEDURES

**Grievance defined:** A grievance is defined as an alleged violation of express terms and conditions of this Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure.

Time limits in the following steps may be extended only by mutual written consent of the parties hereto.

**Step One - The Respective Department Head.**

The grievance in the first instance will be presented to the respective department head in writing within ten (10) working days of the alleged breach of the express terms and conditions of this Agreement. Every effort shall be made to settle the grievance at this Step One.

**Step Two - City Administrator.**

If the respective department head does not adjust the grievance to the Complainant's satisfaction within ten (10) working days from the time the grievance was submitted in Step One, then the grievance may be presented to the City Administrator within five (5) working days (15 days after submittal of the grievance to the department head). The grievance shall be presented to the City Administrator in writing, setting forth detailed facts concerning the nature of the grievance, the contractual provisions allegedly violated, and the relief requested. Upon receipt of the written grievance, the City Administrator shall, within ten (10) working days, meet with the grievant and/or the representative of the Guild in an attempt to resolve the grievance. Within ten (10) working days after such meeting, the City Administrator shall send to the Guild a written answer stating the Employer's decision concerning the grievance.

**Step Three - Mediation.**

In the event the grievant, Guild and Employer are not able to resolve the grievance to the employee's satisfaction at Step Two, the parties may request the assistance of the State Mediation Service.

**Step Four - Arbitration.**

A grievance may be submitted to arbitration by a written demand for arbitration delivered within ten (10) working days following the decision rendered in Step Two. Within ten (10) working days after delivery of the demand for arbitration, the Employer shall select one (1) person and the Guild shall select one (1) person. Within five (5) working days, such selected persons shall then select a third impartial person who shall serve as chairman of the Arbitration Panel. A majority decision of the Arbitration Panel shall be made in writing within twenty (20) working days following the conclusion of the Arbitration hearing(s). Such decision shall be final and binding on both the Guild and the Employer. The authority of the Arbitration Panel is limited to ruling on the correct interpretation or application of the Articles of this Agreement and shall not add to or take away therefrom. Each party shall be responsible for their own costs and the fees and costs of the arbitrator appointed by them. The fees and costs of the third neutral arbitrator shall be borne equally between the Guild and the Employer.

**ARTICLE XV - PERSONNEL POLICIES**

**Section 1.** All employees of this bargaining unit, in addition to being governed by this Agreement, shall also be subject to the Personnel Policies published by the Employer having general applicability to all employees of the Employer and any subsequent personnel policies, rules and regulations that may be promulgated in the future, so long as they do not conflict with

this Agreement. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement. Any changes made in the personnel policies, rules and regulations shall be approved by the Employer with Guild input.

**Section 2.** During the term of this Agreement, employees may submit a written request that his/her department head review that employee's job classification.

**Section 3.** An employee who is promoted or reclassified to a higher salary range (not transferred) shall receive an increase in salary of not less than 3%.

## ARTICLE XVI - PERSONNEL RECORDS

The Employer and Guild recognize that effective management requires the maintenance of records regarding an employee's career development. These records may accompany an employee through succeeding management administrations. To ensure that the doctrine of fairness is applied with respect to these records, the following procedure will be adhered to:

1. Whenever any paper is entered into an employee's personnel file, a copy of same shall be provided to the employee.
2. In the case of any paper which reflects unfavorably upon an employee, the employee shall be allowed an opportunity to respond to the content of the paper, in writing, and the employee response shall be included in the personnel file.
3. Each employee shall be allowed access to his personnel file for review of its contents at reasonable times and upon reasonable notice.
4. The Employer, through the department head, shall take measures to assure that, within the Guild, only legitimate supervisory and administrative personnel, and the employee, have access to the employee's personnel file. The confidentiality of personnel records is acknowledged to the extent permissible by law.

## ARTICLE XVII - VACCINATIONS

The Employer shall provide those Employees who are subject to working in or around the Gig Harbor Sewer Treatment Plant or any areas subject to exposure to waste water with the proper and required vaccinations for Hepatitis B and Tetanus along with any other vaccinations as required or recommended by the Tacoma/Pierce County Health Department.

## ARTICLE XVIII - SAVING CLAUSE

If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The article and section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be re-negotiated to a mutually agreeable resolution for the purpose of adequate replacement.

**ARTICLE IX - COMPLETE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercises of that right and opportunity are set forth in this Agreement. Therefore, the parties for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement.

**ARTICLE XX - TERM OF AGREEMENT**

This Agreement is effective January 1, 1997 ~~2000~~, and shall continue in full force and effect to and including December 31, ~~2002~~.

Notice to negotiate a new agreement shall be given within ninety (90) days prior to the expiration date.

IN WITNESS WHEREOF, we attached our signatures this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

CITY OF GIG HARBOR

GIG HARBOR EMPLOYEES' GUILD

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

*Dave Brereton*  
\_\_\_\_\_  
Dave Brereton, Co-President

\_\_\_\_\_  
Mark Hoppen, City Administrator

*Jerry Erb*  
\_\_\_\_\_  
Jerry Erb, Co-President

ATTACHMENT "A"

2000 GIG HARBOR EMPLOYEE'S SALARY SCHEDULE

POSITION	2000	
	RANGE	
	Minimum	Maximum
Assistant Public Works Director	4,033	5,041
Public Works Supervisor	3,712 3,732	4,640 4,665
Sewer Plant Supervisor	3,553 3,732	4,444 4,665

Includes cost-of-living adjustment calculated at 3.2% (Seattle-Tacoma-Bremerton CPI-W for year ended (6/30/99).



## ATTACHMENT "B"

### PERSONNEL SALARIES

#### SALARY RANGES ADJUSTED ANNUALLY

1. The City Administrator shall brief the Mayor and City Council regarding timing and considerations for adjusting employee's compensation.
2. City employees shall have the opportunity to suggest modifications in salaries and other wage supplements to the City Administrator.
3. The City Administrator shall conduct annually a compensation survey (salary survey) in accordance with labor market and benchmark classifications.
4. The City Council shall give the Mayor and City Administrator policy guidance regarding adjustments to the employee compensation program, based on the following criteria:
  - a. Ability of city to pay;
  - b. Compensation survey information;
  - c. Changes in cost-of-living;
  - d. Desires of the employees;
  - e. Compensation adjustments for other employees.
5. The City Administrator shall make recommendations to the Mayor and City Council regarding salary range and fringe benefit modifications. Salary range adjustments shall be based on the compensation survey and the internal salary relationships.
6. Employees who have satisfactorily completed a six month employment probationary period shall be eligible for a performance pay increase from 0% to 5% and a one year employment probationary period shall be eligible for a performance pay increase from 0% to 8%.
7. Employees who have yet to reach the top of their salary range shall be eligible for performance pay increases of 0% to 8% each year. Such performance pay increases shall be added to their base rate of pay to compute the employee's new salary. Performance pay increase shall be approved by the City Administrator. Once an employee has reached the top of his/her salary range (control point) the employee shall be eligible for merit/bonus compensation up to 5% of the employees annual base salary. Such merit/bonus pay increase shall not be added to the employee's base pay. This merit bonus pay is separate, non-cumulative compensation and must be earned through exemplary performance each evaluation period.

## MERIT/BONUS PAY

Employees shall be eligible for merit/bonus pay salary increases in accordance with the provisions set forth below:

1. Merit/bonus pay increases shall be within the city's budget in an appropriate fund within each Department's budget.
2. The amount of the merit/bonus pay salary increase for each employee shall be based solely on performance.
3. Merit/bonus pay salary increase shall be granted by the City Administrator and confirmed by the Mayor.

# AGREEMENT

By and Between

CITY OF GIG HARBOR

And

GIG HARBOR EMPLOYEES' GUILD

2000

## PREAMBLE

This Agreement is made and entered into by and between the City of Gig Harbor, hereinafter referred to as the "Employer", and the Gig Harbor Employees' Guild, hereinafter referred to as the "Guild". The purpose of this Agreement is to set forth the entire understanding reached between the parties with respect to wages, hours of work and conditions of employment for employees of the Employer who are represented by the Guild as set forth in Article I herein.

## ARTICLE I - RECOGNITION

The Employer hereby recognizes the Guild as the exclusive bargaining representative for employees employed by the Employer as certified by the State of Washington, Department of Labor and Industries in Case No. 09524-E-91-01579, issued July 20, 1992. The bargaining unit covered by this Agreement shall include those regular employees working full time as non-uniformed personnel for the Employer, but shall not include those employees within the Police Officer's Guild or supervisory or confidential employees, including the Chief of Police, Police Lieutenant, Police Sergeant, City Administrator, Administrative Assistant, Public Works Director, Public Works Supervisor, ~~Sewage Treatment Chief Operator~~ Sewer Plant Supervisor, Planning Director, and Finance Director. The position of Police Services Specialist, through inclusion in this contract, waives the right to also participate in Civil Service.

## ARTICLE II - MEMBERSHIP

**Section 1.** All employees who are members of the Guild on the effective date of this Agreement and all employees who may become members thereafter during the life of this Agreement shall as a condition of employment remain members of the Guild in good standing for the term of this Agreement.

**Section 2.** The Employer agrees to deduct monthly dues uniformly required in the bargaining unit from employees who voluntarily execute a wage assignment authorization form. The Employer shall transmit such deduction to the Guild by check payable to its order. Upon issuance and transmission of such deduction the Employer's responsibility shall cease with respect to such deductions.

The Guild and each employee authorizing the assignment of wages for payment of Guild dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against the Employer for or on account of any deduction made from wages of such employee.

### ARTICLE III - NONDISCRIMINATION

**Section 1.** The Employer and the Guild agree that the administration and application of this Agreement shall be consistent with applicable state and federal laws regarding nondiscrimination in employment.

**Section 2.** No employee covered by this Agreement shall be discriminated against because of his/her membership or nonmembership in the Guild, or lawful activities on behalf of the Guild; provided, however, that such activity shall not be conducted during working hours nor be allowed to interfere with the Employer's operations except as defined herein.

### ARTICLE IV - HOURS OF WORK AND OVERTIME

**Section 1. Normal workweek.** The normal workweek, with a period beginning on Monday and ending on Sunday, shall consist of forty (40) hours. The normal workday shall consist of eight (8) hours per day in each of five (5) consecutive days or four (4) consecutive, ten (10) hour days. The normal workweek and workday are goals. The normal workweek and workday schedules shall be defined by the Mayor or the Mayor's designee. The work year shall consist of two thousand and eighty (2,080) hours.

**Section 2. Overtime.** Overtime as used in this Agreement shall mean that time an employee works in excess of the normal forty (40) hour workweek. Compensation for overtime shall be as set forth in subsections ~~b, c, d, or e~~ **A through G** of this article.

- A. All overtime must be authorized in advance by the City Administrator or the respective department head, except in cases of emergency.
- B. Overtime shall be compensated at the rate of one-and-one half (1-1/2) times the regular straight-time pay (monthly salary x 12 /2080) for overtime worked on Monday through Saturday inclusive (or the employee's regular work week and the following day). Overtime shall be compensated at the rate of two times the regular straight time pay for holidays and for hours worked on the last day off before a regular work week (Sunday for employees working a normal Monday through Friday work week).
- C. Employees will receive a minimum of 2 ~~3~~ hours pay (straight time or overtime as determined according to Section 2b above) for work requiring a return to work from home during the employees regularly scheduled time off or while on call, such as for emergencies or meetings called by the employer. The pay rate for overtime worked under this paragraph will be determined according to Section 2b above.

- D. Mandatory training on a regularly scheduled day off required by State, City or Departmental regulations as determined by the respective department head shall be compensated at one-and-one-half (1-1/2) times the employee's straight-time base hourly rate of pay with a minimum of two hours overtime compensation.
- E. The Employer shall have the discretion to grant compensatory time off in lieu of paid overtime. The pay rate for overtime worked under this paragraph will be determined according to Section 2b above. The option to compensate by compensatory time shall be arranged by mutual agreement between the Employer and the Employee. Accrued compensatory time off shall be used at a time mutually agreeable to Employer and the Employee. Employees may accrue a maximum of ~~60~~ 80 compensatory time-off hours. If the employee works over time hours and has reached his/her maximum compensatory time hours, he/she shall be paid his/her regular pay according to Section 2b above.
- F. Any employee required to return to work while on vacation shall earn pay at the employee's overtime rate for his/her scheduled shift. In addition, monetary compensation shall be paid to said employee for reimbursement of any actual expenses regarding the rescheduling of hotel/motel, airfare, etc.
- G. When a member of the Guild completes an unscheduled shift in which 4 or more hours fall between the hours of 6:00 P.M. and 6:00 A.M. he/she shall be entitled to overtime pay according to Article IV, section 2 for those hours worked between 6:00 P.M. and 6:00 A.M. In order for a shift to be scheduled, at least 24 hours notice must be given to the employee prior to the start of the shift.

**Section 3. Workweek.** The Employer retains the right to schedule the workweek in any manner, which may be required in order to meet the needs of the community.

## ARTICLE V - WAGE RATES

### Section 1 Wages and Salary Survey.

- A. **Wages.** Effective January 1, 1997 ~~2000~~, members of the Guild shall receive a cost-of-living increase in their salaries of ~~two and nine-tenths~~ ~~three and two tenths percent~~ (2.9%) ~~(3.2%)~~. The salary schedule (see Attachment "A"), reflects adjustments required due to the salary range adjustment and to the cost of living increase for 1997 ~~2000~~. The salary schedule will be adjusted for the July ~~June~~ Seattle-Tacoma-Bremerton CPI-W effective January 1, 1998 ~~2001~~, and January 1, 1999 ~~2002~~.
- B. **Salary Survey.** The City shall initiate a salary survey of employee wage rates prior to January 1, 1999 ~~2002~~, which shall analyze the appropriate wages for employee positions relative to a selected group of cities determined by the City (which was utilized for the City's 1996 ~~9~~ Salary Survey). The results of this survey shall be compared with the 1998 ~~2001~~ salary ranges of City employees at that time, and if the survey results disclose that the 1998 ~~2001~~ salary range midpoint for any Guild position is two and one-half percent

(2.5%) or more below the survey range mid-point for that position, then the City will:

1. Adjust the ~~1998~~ 2001 salary range midpoint for an identified position to conform to the salary survey midpoint.
2. Construct a salary range for this identified position around the adjusted salary midpoint, consistent with the City's past practice.

**Section 2. Salary range.** Movement within each salary range shall be governed by the City's Personnel Regulations as shown within Attachment "B".

**Section 3. Mileage.** Mileage shall be paid as prescribed by City Ordinance Chapter 2.28.010.

**Section 4. Education reimbursement.** Upon satisfactory completion of a job related educational course, when the employee who desires to take the course has prior written approval from the City Administrator, the city shall reimburse the employee for the educational course up to a maximum rate of one hundred sixty (\$160.00) dollars per credit hour for undergraduate courses and two hundred fifty (\$250.00) dollars per credit hour for graduate courses. The city agrees to reimburse reasonable expenses for textbooks required for such course and will retain such textbooks in the department of the respective Department Head. No employee shall receive a total credit reimbursement of over \$1,600 in a given budget year. All reimbursements shall be taken from specifically budgeted line items. Based on the standards of the institution, a passing grade must be obtained in a given course in order for that course to be reimbursed. Upon the request of the City Administrator, an employee who is enrolled in a program leading to a two or four year degree shall submit evidence that the employee's accumulative GPA in the academic program is equivalent to 3.0 (on a 4.0 scale). An employee in such a program must maintain a 3.0 accumulative GPA or greater in order to qualify for tuition reimbursement. Any course that does not qualify for reimbursement at the end of the evaluation period for that course shall be ineligible for retroactive reimbursement.

**Section 5. Meal Pay.** If an employee is required to work through any meal period he/she shall receive a reasonably priced meal two hours beyond the normal work day, then he/she shall receive a paid meal for not to exceed ten dollars (\$10.00). The employer shall provide the meal or reimbursement.

**Section 6. Dues and Special License Fees.** ~~The employer shall pay all employee's organization membership dues, certifications and licenses required by the employer. Such licenses, certifications and dues shall include but are not limited to all building, plumbing, mechanical, fire, water, sanitary sewer and electrical organizations and agencies. This section shall be left in the contract until the personnel policies are revised per Section 6 and approved by the City Council.~~

**Section 7. Severance Notice and Support.** The employer shall provide three months notice for employees whose positions will be eliminated due to lack of work, budgetary restraints, or other organizational changes and shall provide up to \$1500 in direct payment for career counseling or re-training with the funds approved and designated by the employer within the three month period prior to termination for each employee who has received notice of termination. Approved

and designated funds shall be available and may be expended solely within twelve (12) months of the notice of termination.

#### ARTICLE VI - VACATIONS

Vacations with pay shall be granted annually to all full-time employees who were employed prior to February 1, 1993 based upon the following schedule:

Months of Service	Earned Working Hours per Month	Working Days per Year Max.
0 - 12	6.67	10

During months 13 - 192 (2nd through 16th year), an additional .67 vacation hours per month (8 additional hours per year) shall be earned. The annual earned vacation rate shall not exceed 208 hours per year. Accumulated vacation balance shall not exceed 336 hours at any one time. Accumulated vacation balance shall not exceed 240 hours at year-end (December 31); any accumulated vacation hours in excess of 240 hours at year-end will be lost without compensation.

Employees who began employment on February 1, 1993 or thereafter shall earn vacation according to the following schedule:

Months of Service	Earned Working Hours per Month	Working Days per Year Max.
0 - 12	6.67	10

During months 13 - 120 (2nd through 10th year), an additional .67 vacation hours per month (8 additional hours per year) shall be earned. The annual earned vacation rate shall not exceed 160 hours per year. Accumulated vacation balance shall not exceed 336 hours at any one time. Accumulated vacation balance shall not exceed 240 hours at year-end (December 31); any accumulated vacation hours in excess of 240 hours at year-end will be lost without compensation.

#### ARTICLE VII - HOLIDAYS

The following holidays shall be recognized by the city as city holidays:

New Year's Day	January 1
Martin Luther King Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September

Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
* Floating Holiday	(taken at employee's discretion)

\* An employee must be on the payroll a minimum of 90 days to receive the floating holiday.

If a holiday falls on a Saturday (or the day following the employee's regular workweek) it shall be observed on the preceding day. A holiday falling on a Sunday (or the day preceding the employee's regular work week) shall be observed on the following day.

If a Department Manager directs an employee to work on a paid holiday, the employee shall receive pay at two times his/her regular straight-time hourly rate for the actual time worked.

Holidays observed during vacation or sick leave shall not be charged against such leave.

### ARTICLE VIII - MEDICAL BENEFITS

**Section 1.** The Employer shall pay 100% of the monthly premium for the following benefit plans for the Guild employee and eligible dependents:

- 1) Medical - Association of Washington Cities Plan- A with orthodontia and chiropractic coverage.
- 2) Dental - AWC Trust (Plan A - Washington Dental Service).
- 3) Vision - AWC Trust (Western Vision Service Plan).

### ARTICLE IX - LEAVES

**Section 1. Sick leave.** Full-time employees shall accrue sick leave at the rate of one day per calendar month for each month compensated. Sick leave is accumulated to a maximum of one hundred and eighty (180) days. Sick leave may be used for time off with pay for bona fide cases of incapacitating illness, injury, disability or for care of dependents as required by state law. Abuse of sick leave shall be grounds for suspension or dismissal.

**Section 2. Return to work.** A medical certificate may be required when there is cause to suspect sick leave abuse; to assist agencies in protecting the employees from returning to work too soon following an illness or injury; or to protect fellow employees or clients from contagious illness. A medical certificate must be required if the reason was personal illness as cited in WAC 356-18-060 (1)(a), (b), or (c), and continued for more than four continuous workdays.

**Section 3. Sick leave bonus.** An employee who has taken no sick leave during any six (6) month period shall receive, as a bonus, one annual day off or one day's pay (eight hours) for each period during the term of this Agreement. It shall be the responsibility of the employee to notify the City of the employee's eligibility of the bonus day(s). Upon retirement or voluntary



termination twenty-five percent (25%) of unused sick leave shall be paid to an employee with five years or more of continuous city employment. Upon involuntary termination where the Mayor alone grants this benefit at the Mayor's sole discretion, twenty-five percent (25%) of unused sick leave shall be paid to an employee with five years or more of continuous city employment. Upon death, one hundred (100%) percent of sick leave will be paid.

**Section 4.** Use of sick leave. Sick leave may be used for the following:

- a. Personal illness or physical incapacity resulting from causes beyond the employee's control.
- b. Medical or dental treatment of the employee or his/her dependents.
- c. Illness within the immediate family (spouse or dependents) necessitating the employee's absence from work).
- d. Maternity or paternity purposes relating to childbirth or related circumstances.

Where practicable, notification of absence due to illness or injury shall be given to the relevant supervisor as soon as possible, but no later than one-half hour after the start of the work day. Failure to so notify shall cause the leave so taken to be construed as leave without pay and may result in disciplinary action.

**Section 5.** Bereavement Leave. A regular full-time employee may be granted up to five (5) days of leave without loss of pay because of death of a member in the immediate family. Leave over five days per death shall be charged to Sick Leave. For purposes of this section, immediate family shall be defined as husband, wife, children, step-children, mother, father, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, brother or sister of the employee and others as authorized by the City Administrator.

**Section 6.** Military Leave. In accordance with RCW 38.40.060, eligible employees shall receive employer pay up to fifteen (15) days during each calendar year.

**Section 7.** Jury Duty. While on jury duty, or while appearing as a legally required witness, any jury duty pay received by the employee during such leave shall be deducted from the employee's base pay. Travel time will be granted in the calculation of this deduction.

**Section 8.** Funeral Participation. An employee may be granted up to three (3) hours time off, without loss of pay, accrued vacation, or sick leave, to participate in a funeral ceremony when first approved by the respective department head.

**Section 9.** Voting. When an employee's work schedule is such that he/she cannot vote prior to or after the normally scheduled working hours, he/she shall be allowed time off to vote without loss of pay, accrued vacation, or sick leave.

**Section 10.** Emergency call-outs. Emergency call-outs before and after normal working hours. Employees shall be given the discretion to take up to six hours for rest after being called out for emergency work. Any normal work hours missed during this rest period shall be considered as

sick leave time. The rest period time shall be deducted from the employee's accumulated sick leave. Any time taken in addition to the six hour rest period shall be considered vacation time and shall be deducted from the employee's accumulated vacation time. Time taken for a rest period shall not be counted against the employee's time earned towards a bonus day off as described in Section 3 of this Article.

#### ARTICLE X - BENEFIT PLAN

**Section 1. Statewide pension plan.** The Employer shall participate in the state-wide system for pension, relief, disability and retirement for qualified employees as provided in RCW 41.44.050.

**Section 2. Substitute Social Security Plan.** The City shall provide and maintain a benefit plan as a substitute for Social Security benefits. The City Administrator, with guild advisement, shall select the corporation(s) that will manage these benefits. The plan shall consist of three benefits:

- a. Long-term disability;
- b. Life insurance; and
- c. A deferred compensation plan for retirement income.

**Section 3. Workmen's Compensation.** The city shall insure city employees with the State Workmen's compensation plan. An employee receiving pay for sick leave who is eligible for time-loss payments under the workmen's compensation law, shall for the duration of such payments, receive only that portion of his regular salary which, together with said payments, will equal his/her regular salary. To avoid hardship on the employee caused by a time lag in time-loss payments he/she shall endorse such payments to the city.

#### ARTICLE XI - STAND-BY PAY

An employee scheduled for "standby status" shall be compensated as follows:

1. If the standby period is less than eighteen (18) hours, the employee shall receive one (1) hour of pay ~~or compensation time~~ at his/her regular straight-time hourly ~~overtime~~ rate; or
2. If the standby period exceeds eighteen (18) hours but not twenty-four (24) hours, the employee shall receive two (2) hours pay ~~or compensation time~~ at his/her regular straight-time ~~overtime~~ hourly rate.
3. After twenty-four (24) hours, compensation is calculated by repeating the aforementioned method.
4. If the employee is called back to work while on stand-by, compensation shall be computed according to Article IV of this agreement.

Stand-by is defined as: The employee being available to respond to any call for City service during those hours and in such manner as designated by the respective department head. The

method of scheduling personnel and the determination of periods for standby assignments shall be the responsibility of the respective department head or his/her designee.

## **ARTICLE XII - RIGHT OF ACCESS--GUILD REPRESENTATION**

**Section 1.** Duly authorized representatives of the Guild shall be permitted to enter upon the Employer's premises at reasonable times for the purpose of observing working conditions and transacting Guild business that cannot be transacted elsewhere; provided, however, that the Guild representative first secures approval from the designated Employer representative as to time and place, and that no interference with the work of the employees or the proper operation of the Employer shall result.

**Section 2.** The Guild agrees that Guild business conducted by Guild members, including the investigation of grievances, shall occur during nonworking hours (e.g., coffee breaks, lunch periods, and before and after regular working hours). Public Works Department employees shall be allowed one-half (1/2) hour each quarter for their use to attend Guild meetings during the half hour of 7:30 a.m. to 8:00 a.m.

## **ARTICLE XIII - EMPLOYEE RIGHTS**

**Section 1.** Any employee, when being questioned by his/her employer about matters that may result in discipline has the right to:

- A. Receive the specific nature of the charge or allegation against him/her in writing.
- B. Have present his/her choice of the Guild Representative (who must be reasonably available). To a contract maximum of \$250 for all salary-related city expenses, the expense for guild representation shall be paid 50% by the employer and 50% by the Guild when the meeting is requested by the employer. Subsequent to exceeding the \$250 expense maximum, the Guild shall be solely responsible for representation expenses. The employer shall allow a reasonable length of time for the representative to arrive at the place of meeting.
- C. The questioning by the Employer shall be during normal Employer business hours unless agreed to be held at other times by the Employee.
- D. The employee may receive reasonable intermissions or breaks if the questioning exceeds approximately one hour.

**Section 2. City's Rules and Regulations.** It is mutually agreed that the Employer has full responsibility and authority to adopt rules and regulations for the operation of the city's departments and conduct of its employees. The Guild agrees that its members shall comply in full with such rules and regulations. Nothing in this Section shall be interpreted to restrict the respective department head and/or the City Administrator the right to make decisions or to

establish procedures consistent with the "emergency" nature of operating each department.

**Section 3. Maintenance of city services.** In the event of any strike, walkout, slow down or work stoppage, the respective department head and/or City Administrator shall retain the right to require necessary level of staffing from the ranks of guild members in order to insure, in the city's immediate discretion, the safe maintenance of city services.

**Section 4. Failure to comply with Section 3.** Any employee refusing to comply with the conditions of Section 3 above will be subject to immediate dismissal.

#### **ARTICLE XIV - GRIEVANCE PROCEDURES**

**Grievance defined:** A grievance is defined as an alleged violation of express terms and conditions of this Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure.

Time limits in the following steps may be extended only by mutual written consent of the parties hereto.

##### **Step One - The Respective Department Head.**

The grievance in the first instance will be presented to the respective department head in writing within ten (10) working days of the alleged breach of the express terms and conditions of this Agreement. Every effort shall be made to settle the grievance at this Step One.

##### **Step Two - City Administrator.**

If the respective department head does not adjust the grievance to the Complainant's satisfaction within ten (10) working days from the time the grievance was submitted in Step One, then the grievance may be presented to the City Administrator within five (5) working days (15 days after submittal of the grievance to the department head). The grievance shall be presented to the City Administrator in writing, setting forth detailed facts concerning the nature of the grievance, the contractual provisions allegedly violated, and the relief requested. Upon receipt of the written grievance, the City Administrator shall, within ten (10) working days, meet with the grievant and/or the representative of the Guild in an attempt to resolve the grievance. Within ten (10) working days after such meeting, the City Administrator shall send to the Guild a written answer stating the Employer's decision concerning the grievance.

##### **Step Three - Mediation.**

In the event the grievant, Guild and Employer are not able to resolve the grievance to the employee's satisfaction at Step Two, the parties may request the assistance of the State Mediation Service.

##### **Step Four - Arbitration.**

A grievance may be submitted to arbitration by a written demand for arbitration delivered within ten (10) working days following the decision rendered in Step Two. Within ten (10) working days after delivery of the demand for arbitration, the Employer shall select one (1) person and the

Guild shall select one (1) person. Within five (5) working days, such selected persons shall then select a third impartial person who shall serve as chairman of the Arbitration Panel. A majority decision of the Arbitration Panel shall be made in writing within twenty (20) working days following the conclusion of the Arbitration hearing(s). Such decision shall be final and binding on both the Guild and the Employer. The authority of the Arbitration Panel is limited to ruling on the correct interpretation or application of the Articles of this Agreement and shall not add to or take away therefrom. Each party shall be responsible for their own costs and the fees and costs of the arbitrator appointed by them. The fees and costs of the third neutral arbitrator shall be borne equally between the Guild and the Employer.

## **ARTICLE XV - PERSONNEL POLICIES**

**Section 1.** All employees of this bargaining unit, in addition to being governed by this Agreement, shall also be subject to the Personnel Policies published by the Employer having general applicability to all employees of the Employer and any subsequent personnel policies, rules and regulations that may be promulgated in the future, so long as they do not conflict with this Agreement. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement. Any changes made in the personnel policies, rules and regulations shall be approved by the Employer with Guild input.

**Section 2.** During the term of this Agreement, employees may submit a written request that his/her department head review that employee's job classification.

**Section 3.** An employee who is promoted or reclassified to a higher salary range (not transferred) shall receive an increase in salary of not less than 3%.

## **ARTICLE XVI - PERSONNEL RECORDS**

The Employer and Guild recognize that effective management requires the maintenance of records regarding an employee's career development. These records may accompany an employee through succeeding management administrations. To ensure that the doctrine of fairness is applied with respect to these records, the following procedure will be adhered to:

1. Whenever any paper is entered into an employee's personnel file, a copy of same shall be provided to the employee.
2. In the case of any paper which reflects unfavorably upon an employee, the employee shall be allowed an opportunity to respond to the content of the paper, in writing, and the employee response shall be included in the personnel file.
3. Each employee shall be allowed access to his personnel file for review of its contents at reasonable times and upon reasonable notice.
4. The Employer, through the department head, shall take measures to assure that, within the Guild, only legitimate supervisory and administrative personnel, and the employee, have

access to the employee's personnel file. The confidentiality of personnel records is acknowledged to the extent permissible by law.

## ARTICLE XVII - UNIFORMS AND EQUIPMENT

At the time of employment and as needed thereafter as determined by the department head, full time Police Services Specialists will be assigned the following uniform items:

1. 1 skirt, or 1 jumper, or 1 skort
2. 2 blouses and/or shirts
3. 1 vest
4. 1 pair of slacks

At the time of employment, and as needed thereafter as determined by the department head, full time employees except clerical employees and sewer treatment plant operators will be assigned the following uniform items:

### A. Uniform:

1. 5 trousers
2. 7 short sleeve shirts
3. 3 long sleeve shirts
4. 1 pair safety shoes or boots (Not to exceed \$150 per year)
5. 3 jackets
6. 3 coveralls

### B. Rain Gear:

1. 1 waterproof coat
2. 1 waterproof trousers
3. 1 pair waterproof shoes or boots

### C. Safety Equipment:

All safety equipment as required by Washington State and Federal regulations. These items are to include but are not limited to gloves, safety vests, safety goggles and hard hats.

At the time of employment, and as needed thereafter as determined by the department head, full time sewer treatment plant operators will be assigned the following uniform items:

### A. Uniform:

1. 5 trousers
2. 5 short sleeve shirts

3. 3 long sleeve shirts
4. 1 pair safety shoes or boots (Not to exceed \$150 per year)
5. 3 jackets
6. 5 coveralls

B. Rain Gear:

1. 1 waterproof coat
2. 1 waterproof trousers
3. 1 pair waterproof shoes or boots

C. Safety Equipment:

All safety equipment as required by Washington State and Federal regulations. These items are to include but are not limited to gloves, safety vests, safety goggles and hard hats.

At the time of employment, and as needed thereafter, to be determined by the department head, full time employees who make periodic inspections including the Engineering Technician, Planning Associate and the Building Official/Fire Marshal will be assigned the following uniform items:

A. Uniform:

1. 1 summer jacket
2. 1 pair safety shoes or boots (Not to exceed \$150 per year)
3. 1 winter jacket
4. 2 coveralls

B. Rain Gear:

1. 1 waterproof coat
2. 1 waterproof trousers

3. 1 pair waterproof shoes or boots

**C. Safety Equipment:**

All safety equipment as required by Washington State and Federal regulations. These items are to include but are not limited to gloves, safety vests, safety goggles and hard hats.

The uniform shall meet the approval of the respective department head and all purchases shall be through his/her office's established procedures. The employee agrees to maintain and keep in good condition and repair all parts of the uniform, and will have available for inspection on due notice his/her complete uniform.

The employer shall be responsible for laundering uniforms. Frequency of laundering uniforms shall be established by employer management policy.

**ARTICLE XVIII - VACCINATIONS**

The Employer shall provide those Employees who are subject to working in or around the Gig Harbor Sewer Treatment Plant or any areas subject to exposure to waste water with the proper and required vaccinations for Hepatitis B and Tetanus along with any other vaccinations as required or recommended by the Tacoma/Pierce County Health Department.

**ARTICLE IXX - LEAVE SHARING**

As per Resolution 393, employees may extend their accrued vacation time to any employee to a maximum benefit of 261 days in any one incidence. For employees eligible for unpaid FMLA leave, shared leave must be used at the same time as unpaid FMLA leave.

**ARTICLE XX - SAVING CLAUSE**

If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The article and section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be re-negotiated to a mutually agreeable resolution for the purpose of adequate replacement.



**ARTICLE XXI - COMPLETE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercises of that right and opportunity are set forth in this Agreement. Therefore, the parties for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement.

**ARTICLE XXI - TERM OF AGREEMENT**

This Agreement is effective January 1, 1997 ~~2000~~, and shall continue in full force and effect to and including December 31, 2002.

Notice to negotiate a new agreement shall be given within ninety (90) days prior to the expiration date.

IN WITNESS WHEREOF, we attached our signatures this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

CITY OF GIG HARBOR

GIG HARBOR EMPLOYEES' GUILD

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

*Willy Hendrickson*  
\_\_\_\_\_  
Willy Hendrickson, Co-President

\_\_\_\_\_  
Mark Hoppen, City Administrator

*Steven Bowman*  
\_\_\_\_\_  
Steven Bowman, Co-President

ATTEST:

*Linda Gratz*  
\_\_\_\_\_  
Linda Gratz, Secretary

**ATTACHMENT "A"**

**2000 GIG HARBOR EMPLOYEE'S SALARY SCHEDULE**

POSITION	2000	
	RANGE	
	Minimum	Maximum
Project Engineer	3,691 3,809	4,613 4,761
Fire Marshal/Building Official	3,560 3,674	4,450 4,592
Associate Engineer	3,420 3,577	4,275 4,471
Field Supervisor (Foreman)	3,165 3,337	3,956 4,171
Planning Associate	3,047 3,302	3,808 4,128
Information System Specialist	3,060 3,158	3,825 3,947
Planning / Building Inspector	2,774 3,095	3,467 3,869
Construction Inspector	2,996 3,091	3,745 3,865
Engineering Technician	2,666 3,062	3,332 3,828
Sewer Plant Operator	2,950 3,044	3,687 3,806
Court Administrator	2,491 3,020	3,113 3,774
Maintenance Worker	2,867 2,959	3,583 3,698
Public Works Assistant	2,580 2,663	3,225 3,328
Planning-Building Assistant	2,358 2,550	2,947 3,188
Finance Technician	2,358 2,512	2,947 3,140
Court Clerk	2,259 2,399	2,823 2,999
Laborer	2,315 2,389	2,893 2,987
Police Services Specialist	2,217 2,288	2,771 2,860
Public Works Clerk	1,915 2,092	2,393 2,615
Administrative Receptionist	1,915 2,092	2,393 2,615

Includes cost-of-living adjustment calculated at 3.2% (Seattle-Tacoma-Bremerton CPI-W for year ended (6/30/99).

## ATTACHMENT "B"

### PERSONNEL SALARIES

#### SALARY RANGES ADJUSTED ANNUALLY

1. The City Administrator shall brief the Mayor and City Council regarding timing and considerations for adjusting employee's compensation.
2. City employees shall have the opportunity to suggest modifications in salaries and other wage supplements to the City Administrator.
3. The City Administrator shall conduct annually a compensation survey (salary survey) in accordance with labor market and benchmark classifications.
4. The City Council shall give the Mayor and City Administrator policy guidance regarding adjustments to the employee compensation program, based on the following criteria:
  - a. Ability of city to pay;
  - b. Compensation survey information;
  - c. Changes in cost-of-living;
  - d. Desires of the employees;
  - e. Compensation adjustments for other employees.
5. The City Administrator shall make recommendations to the Mayor and City Council regarding salary range and fringe benefit modifications. Salary range adjustments shall be based on the compensation survey and the internal salary relationships.
6. Employees who have satisfactorily completed a six month employment probationary period shall be eligible for a performance pay increase from 0% to 5% and a one year employment probationary period shall be eligible for a performance pay increase from 0% to 8%.
7. Employees who have yet to reach the top of their salary range shall be eligible for performance pay increases of 0% to 8% each year. Such performance pay increases shall be added to their base rate of pay to compute the employee's new salary. Performance pay increase shall be approved by the City Administrator. Once an employee has reached the top of his/her salary range (control point) the employee shall be eligible for merit/bonus compensation up to 5% of the employees annual base salary. Such merit/bonus pay increase shall not be added to the employee's base pay. This merit bonus pay is separate, non-cumulative compensation and must be earned through exemplary performance each evaluation period.

#### MERIT/BONUS PAY

Employees shall be eligible for merit/bonus pay salary increases in accordance with the provisions set forth below:

1. Merit/bonus pay increases shall be within the city's budget in an appropriate fund within each Department's budget.
2. The amount of the merit/bonus pay salary increase for each employee shall be based solely on performance.
3. Merit/bonus pay salary increase shall be granted by the City Administrator and confirmed by the Mayor.

RECEIVED

NOV 19 1999

CITY OF GIG HARBOR

**active  
construction  
inc.**

November 17, 1999

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

Dear Council Members:

Over the last few months, I have had the opportunity to discuss with some of you the enclosed Organizational Outline. Please understand that this is a "process" only. This outline is structured to bring forth and build upon the cooperative spirit that I believe has been demonstrated by the Mayor, this Council's leadership and recent major events (i.e., Russell Family Foundation).

This process does not dictate who will do what to whom; rather it openly allows this process through the organization and its individual committees. This process is designed to develop a cooperative spirit amongst the major stakeholders (i.e., The Mayor, council members, city staff, businesses, associations, etc.). However, everyone must recognize that the City governance has the final authority affecting City policy or infrastructure.

I have met with Mayor Wilbert (see the enclosed letters) which will provide additional understanding.



City Council  
November 17, 1999  
Page Two

I hope that in the next few weeks we can meet to fully discuss and address this process.

Sincerely,



Walt Smith,  
Active Construction, Inc.

WS/cb

Enclosure

pc: Mayor Gretchen A. Wilbert  
Mark Hoppen, City of Gig Harbor  
Dave Morris, Keller Williams  
Frank Ruffo 2767 Holly Bluff Ct, Gig Harbor, WA 98335, 253-858-5190  
Tom Taylor, Gateway Newspaper  
Wade & Beth Perrow, Wade Perrow Construction, Inc.  
Tom Drohan, Harbor Inn Restaurant  
Marie Sullivan, Gig Harbor/Peninsula Chamber  
John English 858-2108  
File

City Council 111799



November 17, 1999

Her Honor, The Mayor Gretchen A. Wilbert  
City Hall  
3105 Judson Street  
Gig Harbor, WA 98335

Madam:

Thank you for your letter dated November 2, 1999 and your support.

Since your departure, we have had a couple of preliminary meetings to discuss the best way to proceed. It was decided that we need to develop a sound internal structure and plan in order to build both organization and community consensus. It was further concluded to proceed cautiously in order to build trust and unity within the community.

In your absence, I have discussed the following issues with Mark Hoppen:

1. We need to arrange a mutual time to meet with you, Mark Hoppen, Wade Perrow, Dave Morris, Frank Ruffo, Tom Taylor, Tom Drohan, John English, Marie Sullivan and myself to discuss the initial meeting format. We are hopeful to meet the week of December 13, due to everyone's busy schedule.
2. Mark and I discussed that it was essential to establish a clear direction in order to assemble a credible presentation.
3. We targeted the first formal organization presentation for mid January 2000.
4. Establish a list of attendees.

It has been exciting to receive such a positive response from so many people. Although I must be candid with you, a few downtown merchants have been resentful, feeling that others are intruding on their territory. I hope that we can gain their confidence and demonstrate that we are working in the best interest to improve the downtown core through improving the infrastructure and cultural beautification.



The Mayor, Gretchen A. Wilbert  
Page Two  
November 17, 1999

Again, thank you for your strong support. I will be out of town from 18 to 27 November.

Sincerely,



Walt Smith,  
Active Construction, Inc.

WS/cb

pc: Mark Hoppen, City of Gig Harbor  
Dave Morris, Keller Williams  
Frank Ruffo  
Tom Taylor, Gateway Newspaper  
Wade & Beth Perrow, Wade Perrow Construction, Inc.  
Tom Drohan, Harbor Inn Restaurant  
Marie Sullivan, Gig Harbor/Peninsula Chamber  
John English

Mayor Gretchen Wilbert 111799





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

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

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NOV 04 1999

ACTIVE CONSTRUCTION INC.

November 2, 1999

Mr. Walt Smith  
PO Box 191  
Gig Harbor, WA 98335

Dear Walt:

Thanks for the opportunity to share thoughts on the proposal to develop a process to create a common Downtown Business (DB Zone) vision.

I'm delighted that the Chamber and the Waterfront Restaurant and Retail Association want to focus their attention on the DB Zone.

A number of meetings will be needed toward this end. How many people? Where should the meetings be held? The city will have representatives from Planning and Public Works to identify the city planning already anticipated by Council for the DB Zone. We can move forward from that point.

The city has the intent to replace the sidewalks when Peninsula Light is ready to underground the utility lines in the DB Zone. Help in streetscape design will be needed. We need a committee to help assess and respond to parking concerns. Bus stops, streetscape and handicap parking can be addressed, along with any other topics for discussion.

In 1996 the Planning Commission and City Council adopted a Design Review Manual with the purpose of preserving and enhancing Gig Harbor's existing character. In part, the "theme" at that time was to preserve the historic fishing community of Millville and the historic character of the downtown business area.

Please set some dates (middle of December?), and we can get started as soon as I return from New Zealand on November 23<sup>rd</sup>. The city will review all the elements of the Six-year Transportation Plan, Parks Plan, sidewalk and planter planning that affects the Downtown Business Zone in the 2000 budget.

The Russell project will have a major influence on a vision or theme for the DB Zone. The future impact of the Russell development needs discussion.

I'm looking forward to working with you. Thanks for giving your time and experience in this important exercise in good government.

Sincerely,

A handwritten signature in cursive script that reads "Gretchen".

Gretchen A. Wilbert  
Mayor, City of Gig Harbor

P.S. *Thanks for the Edge Learning Institute Improvement Cards!*

## Organization Criteria

- Develop a process to create a common downtown Gig Harbor vision and the support to achieve it.
- Involve a broad cross section of the community (i.e., Gig Harbor City Government, Gig Harbor/Peninsula Chamber, Downtown Associations, Historical Society, and various civic groups, etc.) without any one group being totally dominating.
  - It needs to be recognized that the City is the final authority over any major issues affecting the City's governance or infrastructure.
- Involve the best community talent available.
- Create organizational structure, which would allow the following:
  - A free flowing of ideas/thoughts among all members
  - Ideas/thoughts for the most part would be developed within individual committees. Then these ideas would be shared with other committees and organization members.
  - Periodic organization meetings would be held to share information and provide a sounding board for each committee's ideas and strategies.
  - Allow the dynamics of small committees to work independently without the proliferation of time consuming general meetings.
- Request the Gig Harbor/Peninsula Chamber to sponsor the organization process to create the downtown Gig Harbor Vision
  - The Following is assumed:
    - The City government (i.e., Mayor, Staff, Council Members) would be involved
    - The Chamber would have a substantial number of members participating
    - The Chamber would be kept fully informed at all times

## **Organizational Outline**

**Purpose:** Create a common downtown Gig Harbor vision that will be recognized regionally by promoting an atmosphere of openness and hospitality. Develop the necessary business plan with vision and mission strategies and infrastructure to accomplish the vision.

**How:** Develop a strategic plan through cooperative spirit by evolving the major stakeholders (i.e., Gig Harbor City Government, Gig Harbor/Peninsula Chamber, Downtown Associations, The Gig Harbor Waterfront Association, Historical Society, Cultural Arts Commission, and service organizations and various citizens at large).

**Organizational Structure:** The organization structure is comprised of chairman, central committee, and various individual committees, all who form organization membership. This is designed to achieve maximum efficiency by allowing the best available talents in the community to openly work together without burdening any one individual or group.

The main organizational body would be comprised of various committees and its committee members (see attached list). There would be a few ex-official positions (i.e., the mayor, city council & staff, etc).

The various committees would meet on an as needed basis to develop their goals and strategies. Whenever necessary they would interact with other committees as necessary. All committees will be required to share their goals, strategies, and findings with the other committees and the main organizational body.

The central committee would be comprised of all the committee chairs or their designee and if appropriate one other committee member. The Central Committee would meet, as needed every four to six weeks to share their information and make appropriate decisions.

The entire organizational body will meet periodically to share their ideas/strategies in achieving a common vision for downtown Gig Harbor. In addition, they will be aware of how each part will be integrated to create the ultimate vision. However, no one would be burdened with attending a proliferate of time consuming meetings because the appropriate goals/strategies will be established in the various committees.

Thank you for your willingness to work on this project. Please keep in mind, that although each of us has accepted this responsibility the City Council has the ultimate authority.

### **Organizational Rules**

Openly share your thoughts and ideas

All committees will be asked to interact with other committees

All committees will be asked to share their committee information with everyone

Use your own best judgement at all times

There are no other rules

## **Committees**

Although these committees stand alone they will need to interact with each other (i.e., Design committee with Vision and Capital Facilitators)

**Vision Committee** responsible for developing a master theme within the downtown business districts. Will research other committees to see how they achieve their theme.

- Unity in the Community
- Village Core

**Design Committee** responsible for developing design concepts to promote vision.

**Capital Facilitators Committee** responsible for developing a master infrastructure list of overall needs.

- East/West road
- Parking facilities
- Restrooms
- Gathering places

**Revenue/Finance Committee** responsible for developing various alternatives for financing the necessary improvements.

**Cultural Arts Committee** responsible for promoting various art forms.

**Private Fund Raising Committee** responsible for developing strategies to seek private contributions (i.e., donations, gifting, etc.).

**Regulation/Policy Committee** responsible for looking at ways to streamline various regulations in order to promote quality development/redevelopment. Will search out ways to create incentives.

*Scott Gatewood Miller  
10306 Northeast 10<sup>th</sup> Street  
Suite 110  
Bellevue, WA 98004*

November 15, 1999

Mayor Pro Tem Markovich  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, WA 98335

Re. Proposed East-West Road Local Improvement District

Dear Mayor Pro Tem Markovich:

Thank you for the opportunity to testify at the Council's hearing on November 8, 1999. By this letter I would like to follow-up on my testimony, and to respond to the questions which Councilmembers raised. As I explained in my testimony and in our November 8, 1999 letter to Mark Hoppen, the Bingham family does support creation of the L.I.D.; however, we believe that for the L.I.D. to provide us any benefit, much less a special benefit, we must be assured of some capacity within the two lane road way which it will construct. In return, the Bingham family is willing to donate the required right-of-way across our property and pay assessments in the amount of \$52,800.00. As explained below, we believe that our request is supported by the August 31, 1999 *Summary of Preliminary Special Benefit/Proportionate Assessment Study ("Special Benefit Study")* prepared by Macaulay & Associates, Ltd.

Preannexation Agreement Reserves 60% of East-West Road Capacity to Other L.I.D. Participants

The other owners of property within the proposed L.I.D. are parties to the Preannexation Agreement for Gig Harbor North, Exhibit D to Resolution 479 ("Preannexation Agreement"). We would have been willing to participate in that agreement as well, but were not aware that it was being negotiated. As you may remember, the Preannexation Agreement required two of the participants to dedicate a 100-foot wide right-of-way easement to the City for construction of the East-West Road. In return, they are each entitled to 30% of the capacity created by the construction of the two-lane roadway.

Assuming that a two-lane roadway would provide a capacity of 13,500 average daily trips (ADT), they would each be entitled to capacity of 4,050 ADT. While 40 percent of the capacity would theoretically remain, our concern is that this capacity would be consumed prior to our ability to develop our property, leaving us with a \$52,800.00 assessment, yet no ability to develop our property.

Mayor Pro Tem Markovich  
November 15, 1999  
Page 2

As Dave Rodenbach, Finance Director, explained, the private property owners within in the L.I.D. will be assessed \$1.65 million if the L.I.D. is formed. The Bingham family will be assessed \$52,800.00 or 3.2% of the total assessments. We ask that our property be allocated 3.2% percent of the capacity of the two-lane road. We believe that our request is supported by the *Special Benefit Study*.

The *Special Benefit Study* explains on page 5:

"An important factor influencing market value of each parcel is that, without construction of the proposed East-West Road, or similar infrastructure, no new development would be allowed within the L.I.D. boundary."

Thus, one of the primary assumptions utilized in the *Special Benefit Study* is the following:

"Without the L.I.D. project or other means of funding the necessary road improvement, no new development would be allowed within the L.I.D. boundary."

*Special Benefit Study*, page 13.

However, as we all recognize, the two-lane roadway will provide only limited capacity. Once its capacity is consumed, additional capacity will need to be created. Until that occurs, projects needing access to the East-West Road will not be able to satisfy the City's concurrency standards, resulting in their not being able to develop. This fact is reflected in the *Special Benefit Study* on page 5, and Assumption 4 on page 13.

Without Capacity Reservation to Bingham Family Property, Assessments are Not Proportionate

The *Special Benefit Study* explains on page 12 that all assessments must meet two criteria:

- (1) The amount of an assessment on a particular parcel may not materially exceed the special benefit to that parcel, and
- (2) The relationship between each individual assessment and that parcel's special benefit must be reasonably proportionate for all parcels in the district.

The properties within the L.I.D., which are zoned PCD-RLD are proposed by Macaulay to be assessed at rates ranging from \$0.04 - \$0.09 per sq. ft. (Pope's PCD - RLD properties are proposed to be assessed at \$0 - 0.08 per sq. ft.; Ballanger at \$0.06 - \$0.09 per sq.ft.; and Bingham at \$0.07 per sq.ft.) Thus, the assessment proposed for the Bingham family property is within the range of that proposed for the other L.I.D. participants. However, those participants are assured capacity within the roadway, whereas the Bingham family is not. Perhaps Macaulay & Associates was not aware of this fact.

Mayor Pro Tem Markovich  
November 15, 1999  
Page 3

For this reason, we do not believe that the assessments are proportionate. They could, of course, be made proportionate by the provision of a proportionate amount of capacity to the Bingham family.

Likelihood of No Capacity

It is a real possibility that the capacity in the East-West Road will be consumed prior to development of the Bingham property. This fact, too, is recognized by the *Special Benefit Study*. See, page 27, which explains:

"Given the current market [for residential properties in the subject area], a prudent investor/purchaser of land in the subject vicinity would anticipate a lengthy absorption...."

See also, page 42, which explains that Macaulay & Associates have assumed, even with L.I.D., the highest and best use of the Bingham family property is to "hold for future development."

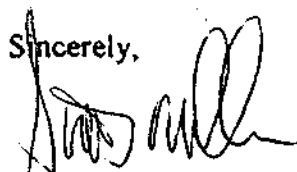
City Has Not Acquired all Necessary Right-of-Way

Finally, we would like to point out an apparent error on page 32 of the *Special Benefit Study*. Assumption 8 indicates that all easement rights necessary for construction of improvements planned in the L.I.D. have been obtained. That is not the case.

As explained above, the Bingham family is not a participant to the Preannexation Agreement and, therefore, is not required to provide the necessary right-of-way. Nor has the City acquired the right-of-way from the Bingham family. The Bingham family would be more than willing to donate the necessary right-of-way if we are able to reach an agreement with the City on proportionate capacity in the East-West Road.

Again, thank you for your consideration of our comments. We look forward to working with the City Council on this important matter.

Sincerely,

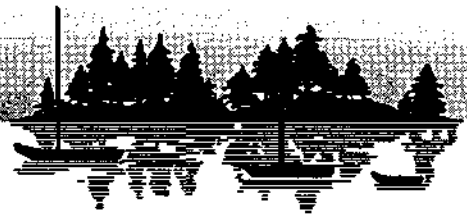


Scott Miller



GIG HARBOR ✓ PENINSULA AREA  
**CHAMBER OF COMMERCE**

3302 HARBORVIEW DR., STE. 2 GIG HARBOR, WA 98332 PHONE (253) 851-6865 FAX (253) 851-6881



### Background

- ❑ In 1997, the City Council granted the Chamber \$5,000 to hire a marketing firm to create a tourism plan, themes, concept and logo to promote Gig Harbor. Funding was received in 1998 and an RFP was let. Members of the Hotel/Motel Tax Advisory Committee selected the contractor, Olympia-based Chandler & Brooks.
- ❑ In 1998, Chandler & Brooks created and presented their work. No logo was designed, but a solid three-year marketing plan and concepts were adopted by the Chamber and members of the Hotel/Motel Tax Advisory Committee.
- ❑ Because of limited financial resources, Chandler & Brooks and the Chamber decided not to pursue tourism strategies together, however, they are available on project basis (rates range from \$75 to \$150 per hour).
- ❑ The Three-Year Tourism Marketing Plan is guiding much of tourism development in the area:

Year 1 (1999) was designed to "Prepare the Way" by creating promotional products

- ❑ Created a new Visitor's Guide
- ❑ Created a Historical Walking Tour
- ❑ Created rack cards for the Museum and Cultural Arts Commission
- ❑ Created a Lure Brochure (3-year supply)
- ❑ Targeted advertising in travel publications
- ❑ Web Site

Year 2 (2000) is designed to "Get the Word Out"

- ❑ Press Kit
- ❑ Advertising in NW Travel, Sunset, AAA Washington
- ❑ Photo Library to showcase the area
- ❑ Local Awareness campaign
- ❑ Strengthening existing tools, creating a consistent image for all Gig Harbor materials

Year 3 (2001) is Broaden the Market

### What would the Tourism Contractor do?

- ❑ Coordinate a consistent, cohesive tourism marketing effort among major players
- ❑ Develop 5-year travel & tourism marketing plan to help guide events, expenditures, etc.
- ❑ Aggressively pursue meetings with travel writers; coordinate familiarization tours for travel writers
- ❑ Develop media/contact list with deadlines to be used for event promotion
- ❑ Create travel & tourism information and photos for web site
- ❑ Represent Gig Harbor at Tacoma/Pierce County Visitor & Convention Bureau monthly board meetings of, report to Tourism and Hotel/Motel Tax Advisory committees
- ❑ Negotiate advertising space and coordinate cooperative advertising to get better bang for the buck
- ❑ Serve as art director on photo shoots
- ❑ Develop local awareness program (our best sales people are our neighbors!)

November 23, 1999

Mayor Wilbert  
Mark Hoppen  
City Council Members

Re; East - West Road

As an interested citizen; for several years I've quietly watched and listened to the proceedings on the development and eventual construction of the East- West Road. After last night's council meeting, I find the need to make comment.

It has been my belief that the original purpose of the road was to serve the "cross town" transportation needs of those citizens living in the Peacock Hill corridor.

Since its early beginning (many years ago) other issues and objectives have attached themselves to the project. Annexation, roundabouts, wetlands, development, easements, etc. are examples. And now the LID. Water and sewer are on the horizon.

Each of these, in my opinion, has taken us away from the original objective of building "the Road" based on the transportation needs of its citizens! To such a degree, that the road may not be built for many more years.

Because the need for this transportation corridor has intensified over the years, it is my feeling the City needs to focus on only building the road. And thus fulfill its commitment to the citizens. I realize this would require the City to budget approximately \$3.5 million dollars for the construction.

I encourage each of you to "get outside of the box" you are currently in; and take the steps necessary to build the road for the City of Gig Harbor.

As always, thanks for listening. If you'd like to discuss the subject with me, call 851-8988. Happy Holidays!

Jim Pasin

