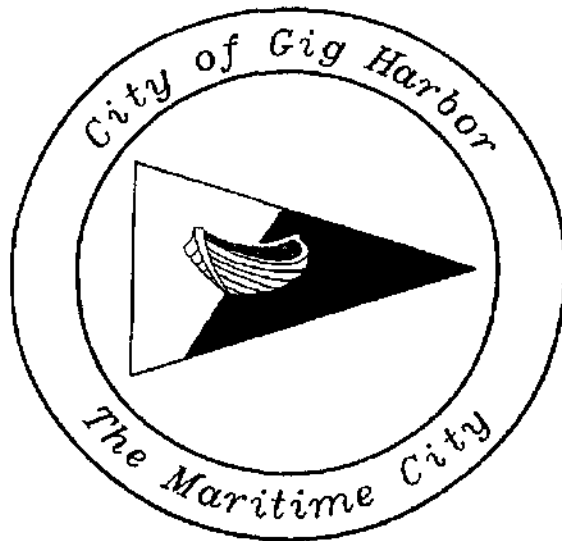


Gig Harbor City Council Meeting



January 11, 1999

7:00 P.M., CITY HALL COUNCIL CHAMBERS



AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
January 11, 1999 - 7:00 p.m.

CALL TO ORDER:

PUBLIC HEARING: Amended Six-Year Transportation Improvement Program

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 December 14, 1998, City Council meeting.
2. Approval of the Minutes of the December 21, 1998, Special City Council meeting.
3. Correspondence / Proclamations – Informational.
 - a. Washington Forest Protection Association.
 - b. Letter from Matthew Kirk – Boy Scout.
4. Approval of Payment of Bills for 12/28/98:
Checks #21571 through #21665 in the amount of \$134,180.45.
5. Approval of Payment of Bills for 1/ 7/99:
Checks #21669 through #21748 in the amount of \$61,964.95.
6. Approval of Payroll checks for the month of December:
Checks #17510 through #17653 in the amount of \$232,253.31.
7. Liquor License Renewals:
Hy-Iu-Hee-Hee

OLD BUSINESS:

1. Second Reading of Ordinance - Storm Drainage Rate Increase.
2. Second Reading of Ordinance - Sewer Rate Increase.

NEW BUSINESS:

1. First Reading of Ordinance – Donation from the Morris Foundation.
2. Drolshagen Water Request.
3. Purchase of Additional Property for City Shop.
4. Agreement for On-line Access G.I.S. System – Pierce County.
5. First Reading of Ordinance – Amendment to Six Year Transportation Plan.
6. Consultant Services Contract – Survey.
7. Storm Drainage System Agreement and Restrictive Covenant – Talmo, Inc.
8. Interlocal Agreements – State of Washington Dept. of General Administration, and the City of Seattle.

PUBLIC COMMENT/DISCUSSION:

COUNCIL COMMENTS:

STAFF REPORTS:

ADJOURN:



MOTION: Move to approve Ordinance No. 808 annexing the property known as Fairway Estates.
Markovich/Picinich –

AMENDMENT TO THE MOTION: Move to amend the motion to delete Section 3 of the ordinance pertaining to the zoning, which has already been established.
Young/Owel – unanimously approved.

RESTATED MOTION: Move to approve Ordinance No. 808 annexing the property known as Fairway Estates with the correction to the Ordinance to delete Section 3.
Markovich/Picinich – Councilmembers Young, Owel, Dick, Picinich, and Markovich voted in favor. Councilmember Platt voted against. Councilmember Ekberg abstained as he arrived late.

2. Second Reading of Ordinance - Re-enactment of the Hotel-Motel Tax. Dave Rodenbach, Finance Director, presented the second reading of this ordinance increasing the Hotel/Motel Tax. He explained that the ordinance had changed from the first reading to reflect the anticipated increase by Pierce County to 7 percent, which would apply to lodging within Gig Harbor. He added that if Pierce County did not vote for the increase, the city could revisit the ordinance to lower the tax.

Councilmember Dick suggested adding a provision to the ordinance making the 7 percent increase contingent upon the adoption by Pierce County of the higher rate. Carol Morris said that she did recommend this action, as Council would still have to return to open session to document the increase for public record. Councilmember Owel asked that an effort be made to revisit the ordinance if an increase was not voted by Pierce County to help protect the fledgling hotel/motel industry in Gig Harbor.

MOTION: Move to approve Ordinance No. 809.
Markovich/Picinich – unanimously approved.

NEW BUSINESS:

1. Boating Safety Program Agreement. Mitch Barker, Chief of Police, introduced this renewal of an agreement with Pierce County to distribute a portion of vessel registration fees to municipalities with approved boating safety programs. He explained that although the participating municipalities, Bonney Lake and the City of Gig Harbor, do not agree with the equitability of the distribution, the only option is to sign the agreement to receive a share of the funding, which comes to \$8,018.25.

MOTION: Move to authorize the Mayor to sign the Boating Safety Agreement as submitted.
Ekberg/Young – unanimously approved.

2. First Reading of Ordinance – 1999 Tax Levy Ordinance. Dave Rodenbach presented this ordinance and explained that changes in tax data received from the County Assessor made it necessary to repeal Ordinance No. 805 setting the 1999 property tax levy. He added that this amendment setting the 1999 property tax levy needed to be submitted to Pierce County by December 18th, requiring it to be passed in one reading.

MOTION: Move to adopt Ordinance No. 810, and passing such in one reading pursuant to GHMC Section 1.08.020.
Markovich/Picinich – unanimously approved.

3. First Reading of Ordinance - Storm Drainage Rate Increase. Dave Rodenbach presented this ordinance increasing the monthly storm drainage fees needed to keep up with the requirements of storm drainage and to make the fund self-supporting. He added it would be back at the next regular meeting for a second reading. Wes Hill answered questions regarding the rate increase and stormwater facilities around the city. Councilmember Dick asked for a report summary of the new Department of Ecology requirements.
4. First Reading of Ordinance – Sewer Rate Increase. Dave Rodenbach presented the first reading of this ordinance increasing the monthly sewer service rate from \$26.15 for 1000 CF to \$27.45. This will return for a second reading at the next council meeting.
5. Custodial Agreement – Vining Sparks. Dave Rodenbach explained that the City’s investment policy requires investments to be placed with a third-party custodian rather than with the broker from whom the security was purchased. He presented this contract with Vining Sparks and gave an overview of the service provided.

MOTION: Move approval of the attached contract.
Markovich/Picinich – unanimously approved.

6. Supplemental Agreement No. 1 – Rosedale Improvement Project. Wes Hill, Public Works Director, explained that the contract documents needed to be revised due to revisions of Federal-aid and WSDOT requirements, and minor changes to the project before the project was to be re-bid this spring. He recommended approval of this supplemental agreement for modifications to the plans.

MOTION: Move to approve execution of the Supplemental Agreement with Gray & Osborne, Inc., in an amount not to exceed eleven-thousand, seven-hundred eighty-five dollars (\$11,785.00).
Young/Dick – unanimously approved.

8. Consultant Services Agreement – Harborview Street End View Point. Wes Hill explained that it had been an objective of the city to develop an acceptable plan for the Harborview Drive Street End view point. He recommended the firm of Reed, Reinvald, Johnson, Willows, PLC to design the project. Councilmember Markovich asked about the perceived success for the project. Wes explained that there would be public meetings

to obtain feedback from the neighbors on the conceptual design. Councilmember Ekberg said that the firm being chosen to perform the work was very sensitive to all the concerns and have the ability to take the diverse views and design something of which the city will be proud.

MOTION: Move to approve the execution of the Consultant Services Contract with Reed, Reinvald, Johnson, Willows, P.L.C., for the Harborview Drive Street End View Point project in an amount not to exceed fifteen thousand dollars (\$15,000.00).

9. Consultant Services Agreement – TIB Grants. Wes Hill explained that earlier this year the city retained John Tevis in assisting with preparation of TIB grant applications. Since that time, Mr. Tevis has left the firm of Skillings-Connelly, and Mr. Hill recommended that the city execute a consultant services agreement with Mr. Tevis to assist in preparing upcoming grant applications.

MOTION: Move to authorize the approval of the Consultant Services Contract with John M. Tevis in an amount not to exceed three-thousand dollars (\$3,000.00).
Dick/Owel – unanimously approved.

10. Amended Six-Year Transportation Improvement Program. Wes Hill explained that several events had occurred since the adoption of the current six-year plan. He gave a brief overview of some of the changes reflected in the proposed amendment and explained that an ordinance to approve the new Six-Year Transportation Plan would return at the next meeting for a first reading.
11. Small Business Administration Center Funding Request. Mark Hoppen explained that at the last council meeting he had been asked to return with the issue of funding for the Small Business Administration Center funding. He gave an overview of the letter requesting support submitted from Marie Sullivan of the Chamber of Commerce, and added that this year's budget could handle these costs. Councilmember Platt asked Ms. Sullivan about the program.

Marie Sullivan, Executive Director of the Chamber of Commerce, described the success of a local small business adventure fostered by the SBAC program. She gave an overview of the purpose of the program. Councilmembers voiced their support of the proposal and the efforts of the Chamber.

MOTION: Move to authorize the attached contract for the Small Business Administration Center Funding.
Picinich/Owel – unanimously approved.

PUBLIC COMMENT/DISCUSSION:

Marie Sullivan, Executive Director, Gig Harbor/Peninsula Area Chamber of Commerce – Ms. Sullivan thanked Council for the allocation of the Hotel/Motel tax in the 1999 Budget. She said that the city was investing \$17,000 with the Chamber and that she looked forward to coming back with a report showing how the funds had been used. She added that she appreciated the show of confidence in promoting tourism in the area.

COUNCIL COMMENTS: None.

STAFF REPORTS: None.

EXECUTIVE SESSION: For the purpose of discussing Zoning Code Enforcement – Non compliance with Title 17 of the GHMC per RCW 42.30.110(i).

MOTION: Move to adjourn to Executive Session for approximately 30 minutes at 8:04 p.m.
Picinich/Platt – unanimously approved.

MOTION: Move to return to regular session at 8:30 p.m.
Markovich/Picinich – unanimously approved.

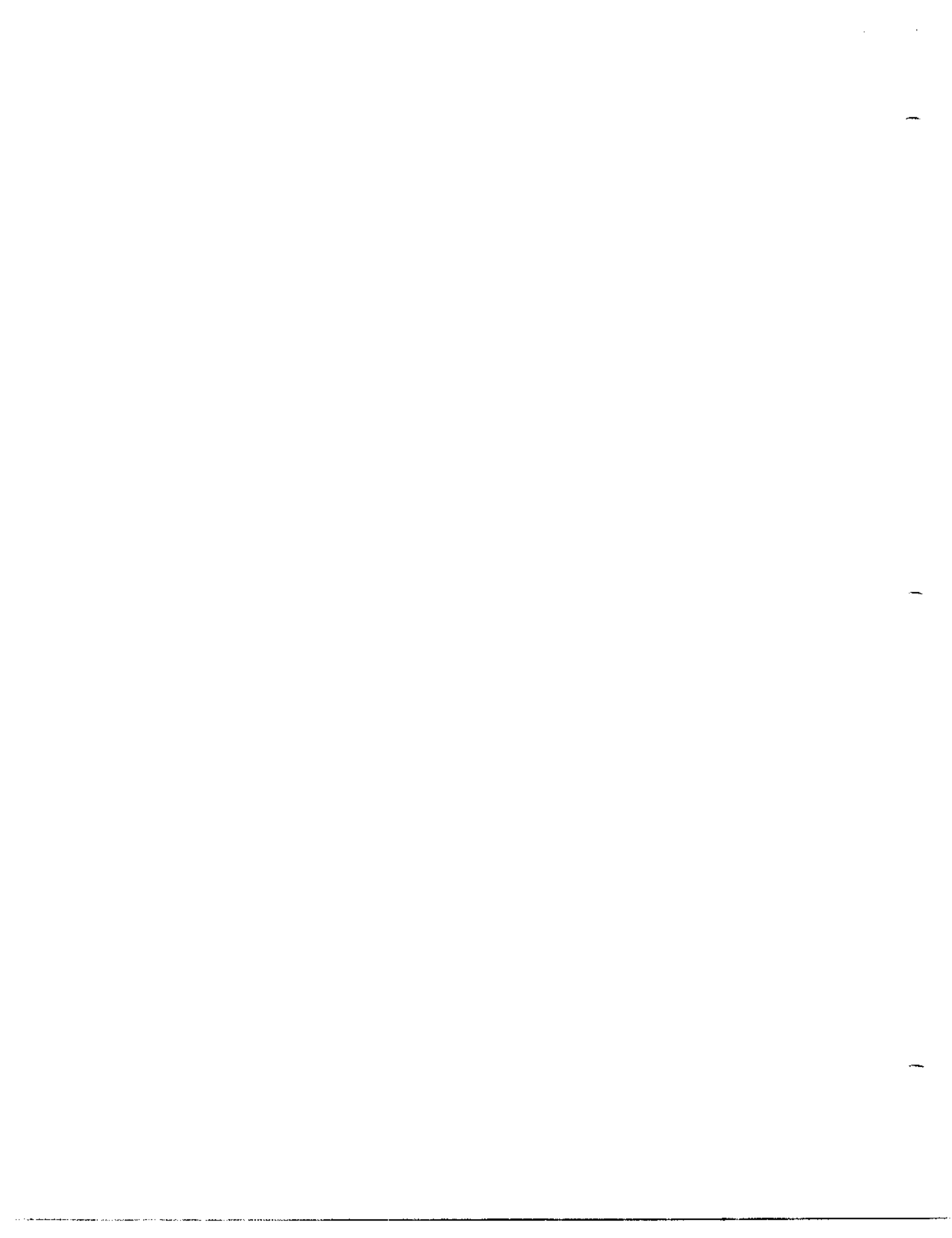
ADJOURN:

MOTION: Move to adjourn at 8:30 p.m.
Markovich/Owel - unanimously approved.

Cassette recorder utilized
Tape 511 Side A 068 - end.
Tape 511 Side B 000 – 296.

Mayor

City Clerk



DRAFT

SPECIAL GIG HARBOR CITY COUNCIL MEETING OF DECEMBER 21, 1998

PRESENT: Councilmembers Young, Dick, Picinich, and Markovich. Councilmember Owel acted as Mayor Pro Tem. Councilmembers Ekberg and Platt were absent.

CALL TO ORDER: 7:00 a.m.

NEW BUSINESS:

1. **Purchase Authorization – Backhoe Loader.** Wes Hill explained that the 1998 budget provided for purchase of a four-wheel drive backhoe-loader. He said that they had hoped that the State would complete the bidding process for this item during the year, but it had not been completed, requiring the city to advertise for bids to purchase the equipment. He gave an overview of the bid results.

MOTION: Move to authorize the purchase of the Case 580 Super L series 2 backhoe-loader from Western Power & Equipment in the amount of sixty-seven thousand four-hundred sixty-two dollars and thirty-two cents (\$67,462.32), including state sales tax.
Dick/Picinich – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 8:04 a.m.
Dick/Picinich - unanimously approved.

No Cassette recorder utilized

Mayor

City Clerk





WASHINGTON FOREST PROTECTION ASSOCIATION

724 Columbia St NW, Suite 250
Olympia, WA 98501
360-352-1500 • Fax: 360-352-4621

RECEIVED
DEC 17 1998

CITY OF GIG HARBOR
POLICE DEPT.

December 14, 1998

RECEIVED

DEC 17 1998

CITY OF GIG HARBOR

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

Dear Mayor Wilbert:

"Saving the salmon" has become a popular topic in the news. Many groups and individuals are talking about it. Private forest landowners are doing something about it.

We've spent more than a year in intense negotiations with state and federal regulators about protection for salmon. The goal is to produce a cooperative, state-based plan for fish habitat and water quality protection on private forestland. We're getting close to success. If we do succeed, an agreement for forest management will be a key part of Governor Gary Locke's statewide strategy to recover salmon. We support the governor's goal of a state-based plan.

Over the last 10 years private forest landowners have made significant management changes to protect and create habitat for fish and wildlife. With a new agreement there will be more dramatic changes in forestry practices, all of them based on good science. Wider buffer zones of trees and shrubs along streams will maintain the cool, clear water passing through our forests. New standards for forest road construction and maintenance will help keep silt away from streams. Extra care will be taken where slopes are very steep or unstable, with harvest and road-building carefully restricted. And we'll practice "adaptive management," where we continuously monitor and evaluate these and other forest management practices. We will change practices when necessary.

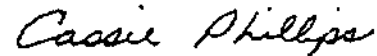
We voluntarily came to the negotiating table to do our fair share for salmon. As we move closer to an agreement, we are encouraged that other groups connected to the salmon lifecycle – including cities, ports, suburbs, hydro power and agriculture – are becoming engaged in solutions for their pieces of the salmon puzzle. No single sector or industry can save the salmon on its own.

If we reach a forestry agreement, the next steps will include legislative action for enabling laws and development of final rules by the state Forest Practices Board to implement the agreement. With elected officials, regulators and property owners working together, you can expect an even better future environment than exists today for salmon on our private forestlands. We hope to be able to tell you soon that we have reached success.

Sincerely,



Bill Wilkerson
Executive Director

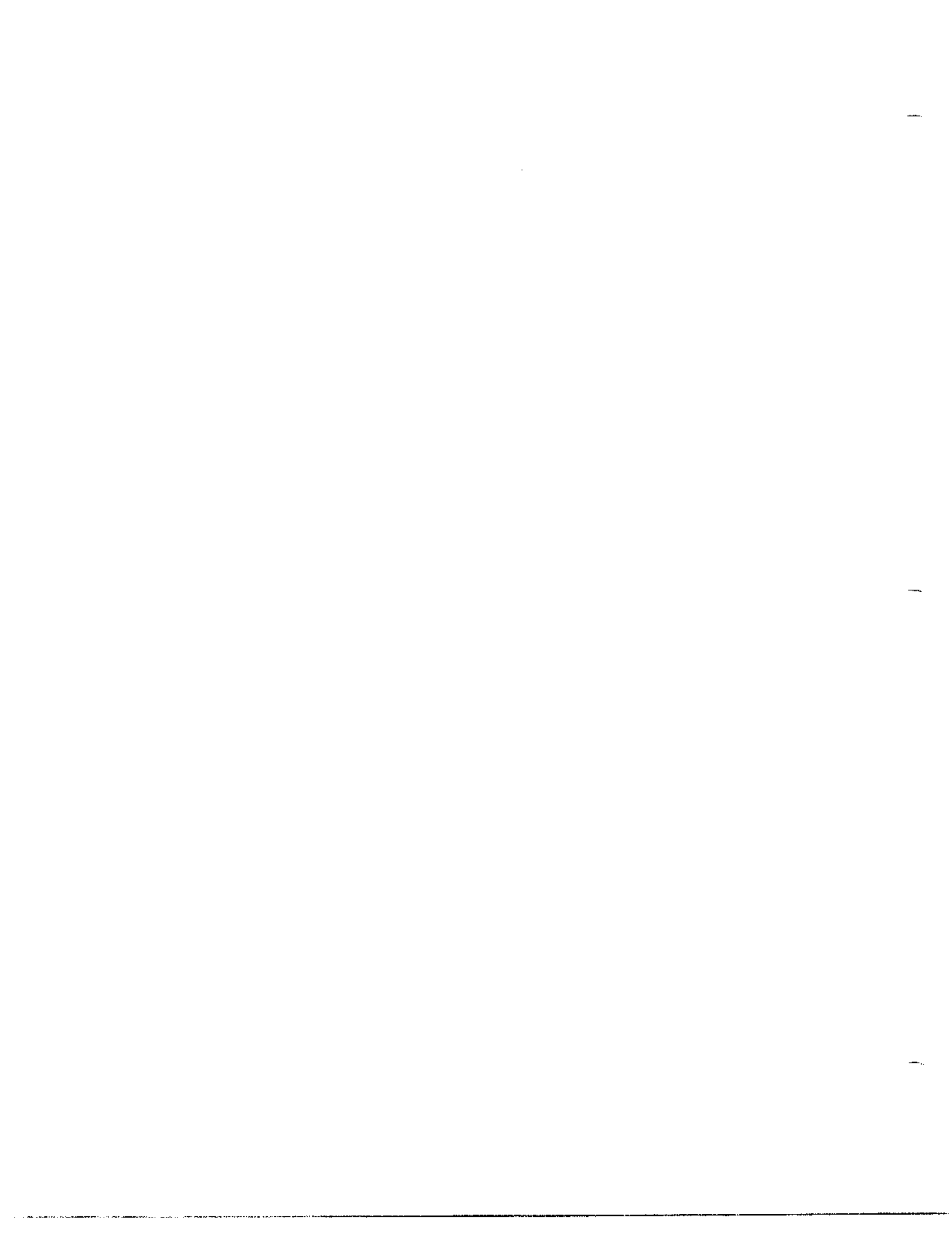


Cassie Phillips
President



www.washingtonforests.com

Appleton Ridge Tree Farm • Arden Tree Farms, Inc. • Barker Tree Farm • Bloedel Timberlands Development, Inc. • Boise Cascade Corporation • Broughton Lumber Company • Joseph Buhaly • C & H Tree Farms • Al Cain • Mike Carlson Enterprises, Inc. • Champion Pacific Timberlands, Inc. • Conifer Northwest, Inc. • Danforth Properties • Estate of Ralph G. DeMossy • Erehwon Tree Farm • Bob & Lynette Falkner • Frank Tree Farm • Global Pacific Forest Products, Inc. • Green Crow • Hampton Resources, Inc. • Hancock Timber Resource Group • Fred Hart • Phil Hess • Ray A. Kawamoto • Longview Fibre Company • Menasha Corporation • Merrill & Ring • Miller Land & Timber Company • Murray Pacific Corporation • Nielsen Brothers, Inc. • James F. O'Donnell • Olympic Resource Management • O'Neill Pine Company • Pacific Denkmann Company • Pitchuck Tree Farm • Palmer Coking Coal Company • R. David & Ginnie Pearsall • Penguin Forests • Plas Newydd Farm • Plum Creek Timber Company, L.P. • Port Blakely Tree Farms, L.P. • Francis J. Powers, Jr. • Rayonier • Rayonier Timberland Operating Company • Sheldon Properties • Simpson Timber Company • Richard T. Sterling • Stewart Tree Farms • Stimson Lumber Company • Steve & Julie Thompson • George Thomson • Toering KG - Daming Tree Farm • Vaagen Brothers Lumber, Inc. • Washington Timberland Management, Inc. • Weyerhaeuser Company • Willamette Industries, Inc. • Maurice Williamson



RECEIVED

JAN - 7 1999

CITY OF GIG HARBOR

5811 Wollochet Drive
Gig Harbor, WA 98335

Gig Harbor City Council
Gig Harbor, WA 98335

Dear Council Members:

I recently read an article in the Gig Harbor Gateway about the city parks.

I would like to let you know how I feel about the city parks.

I get to go to the city park on Vernhardson Drive when my grandparents go to the Mason hall. I enjoy the big rock the best and am glad that the city planners left it there for us kids. I got stuck in the tidal mud once and lost a shoe. I never did find that shoe. I think the city park could use a wading pool in the summer.

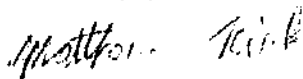
I would really like to see a local swimming pool in the summer that is outdoors. I know that some people on Fox Island are trying to start one of these, but it would be more convenient to have one in Gig Harbor city.

I don't go to Jerisich Park very much. I do go to the dock during fishing season and would like to see the city make another dock for more fishing.

I am only eleven, but I could volunteer to help with this, or my Boy Scout troop 282 might help out also as a service project.

Thank you for your time and attention to my suggestions.

Sincerely yours,



Matthew Kirk





RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 1025 E. Union, P.O. Box 43075
Olympia, WA 98504-3075
(360) 664-0012

TO: CITY OF GIG HARBOR

DATE: 12/28/98

RECEIVED

RE: APPLICATION IN LIEU OF CURRENT PRIVILEGE

DEC 30 1998

License: 367497 - 2E County: 27
Tradenam: HY-IU-HEE-HEE
Loc Addr: 4309 BURNHAM DR
GIG HARBOR WA 98335
Mail Addr: 4309 BURNHAM DR
GIG HARBOR WA 98335-1062
Phone No.: 253-851-7885 JAMES ISEMAN

APPLICANTS:

ISEMAN, INC.

CITY OF GIG HARBOR

ISEMAN, JAMES PHILLIP

06-05-44 298-38-5552

ISEMAN, PATTI JEAN

12-03-50 457-92-2492

Privileges Upon Approval:
SPIRITS/BR/WN REST LOUNGE +

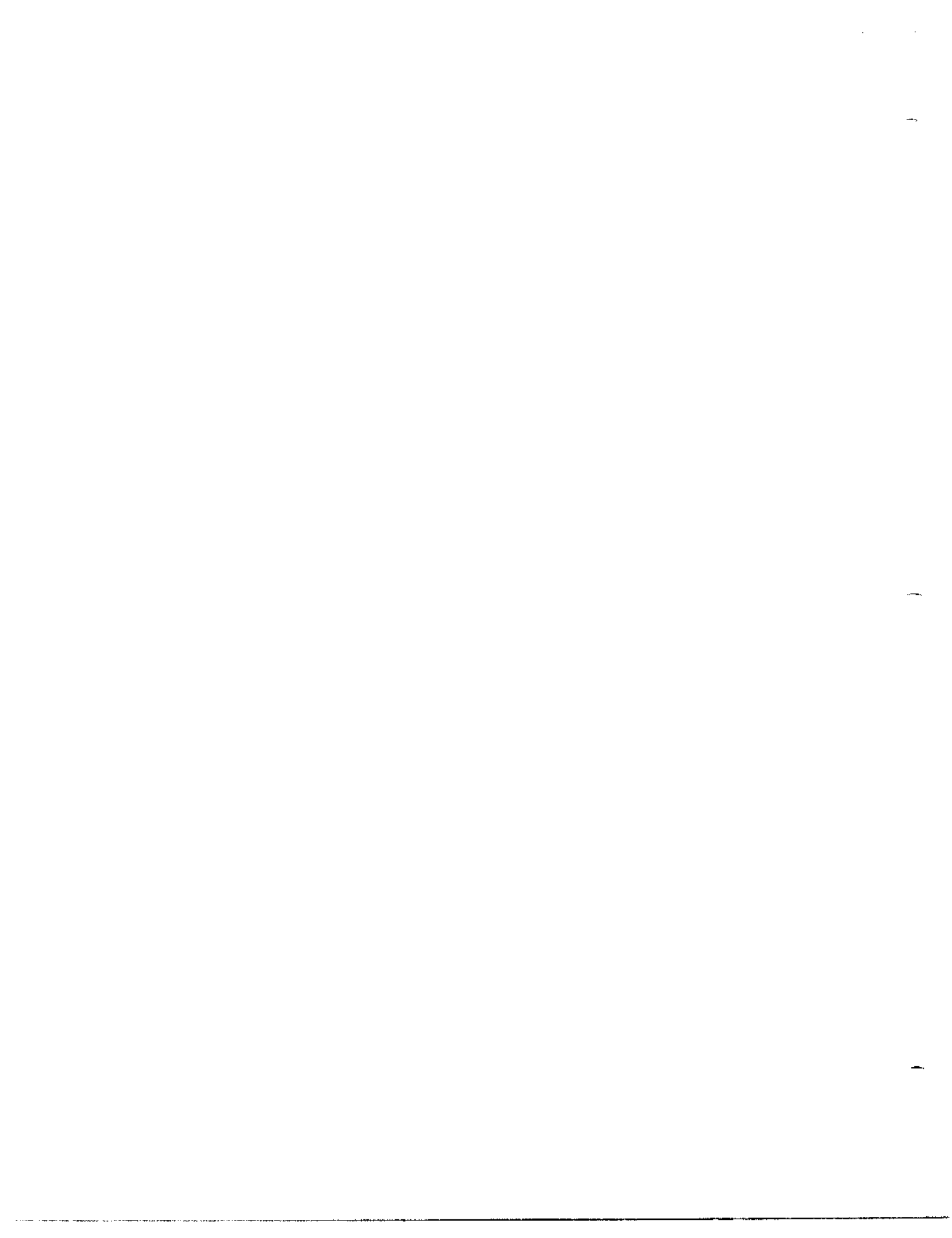
As required by RCW 66.24.010(8), you are notified that application has been made to the Washington State Liquor Control Board for a license to conduct business. If return of this notice is not received in this office within 20 DAYS from the date above, it will be assumed that you have no objection to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

- | | | |
|--|--------------------------|--------------------------|
| 1. Do you approve of applicant ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? | <input type="checkbox"/> | <input type="checkbox"/> |

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

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE





City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH *DR*
DATE: DECEMBER 31, 1998
SUBJECT: STORM DRAINAGE RATE INCREASE

INTRODUCTION

This is the second reading of an ordinance increasing monthly storm drainage fees.

BACKGROUND

It is necessary to increase the storm drainage fees to reflect the increased costs of constructing and maintaining the City's storm drainage system.

FINANCIAL

The monthly service charge is currently \$3.60 per month or \$43.20 per year. This ordinance will increase storm fees to \$7.20 per month or \$86.40 per year. With this increase the Storm Sewer Fund should operate without annual operating transfers from the General Fund.

RECOMMENDATION

Staff recommends adoption of this ordinance.

**CITY OF GIG HARBOR
ORDINANCE NO. ____**

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON CHANGING THE MONTHLY STORM DRAINAGE RATE TO BE PAID TO THE CITY BY OWNERS OF PROPERTY WITHIN THE CITY FOR THE PROVISION OF STORM DRAINAGE SERVICES, AMENDING GIG HARBOR CODE SECTION 14.10.050, TO BE EFFECTIVE BEGINNING FEBRUARY 1, 1999.

WHEREAS, it is necessary to increase the storm drainage service rates and charges to reflect the increased costs of providing those services and to maintain a viable storm drainage system;

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

Section 1. Section 14.10.050 of the Gig Harbor Municipal Code is hereby amended to read as follows:

14.10.050 Service charge rates. In accordance with the basis for a rate structure set forth in GHMC 14.10.020 and 14.10.030, there is levied upon all developed real property within the boundaries of the utility the following service charges which shall be collected from the owners of such properties:

- A. For all detached single-family residences and mobile homes (one equivalent billing unit), the monthly service charge shall be ~~\$3.60~~ **seven dollars and twenty cents (\$7.20)**.
- B. Those developed properties that are riparian to the harbor or Puget Sound from which storm and surface waters flow directly into the harbor or Puget Sound, without the aid of any watercourse or natural or artificial drainage facilities, and all developed properties with city-approved detention facilities will be billed at one equivalent billing unit.
- C. Duplexes shall be charged at 1.5 equivalent billing units for the two units.
- D. For all other developed property within the boundaries of the utility, except as set forth in GHMC 14.10.060, the monthly service charge shall be ~~\$3.60~~ **seven dollars and twenty cents (\$7.20)** multiplied by the number of equivalent billing units determined by the utility to be contained in such parcel pursuant to GHMC 14.10.030.

Section 2. This ordinance shall be in full force and take effect February 1, 1999 which shall be at least five (5) days after its publication of an approved summary consisting of the title.

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 ____ day of January, 1999.

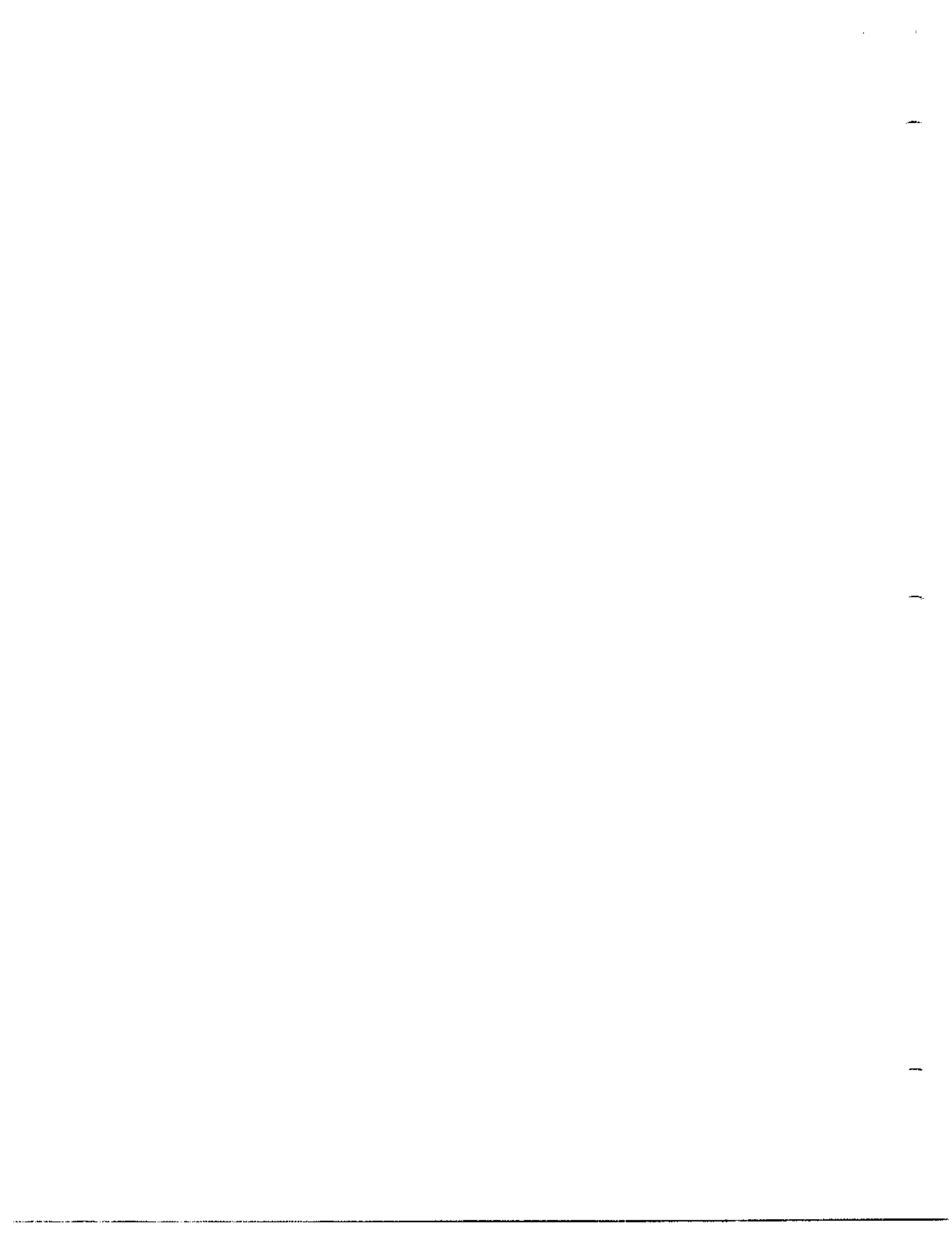
APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST:

Molly Towslee
City Clerk

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





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: DECEMBER 31, 1998
SUBJECT: SEWER RATE INCREASE

INTRODUCTION

This is the second reading of an ordinance increasing the monthly sewer service rate.

BACKGROUND

It is necessary to increase the sewer service rates to reflect the increased costs of providing sewage collection and treatment.

FINANCIAL

Currently, the single family sewer rate for 1000 CF for one month is \$26.15. With the proposed 5 percent increase this rate would be \$27.45. This increase is expected to increase existing sewer revenues by approximately \$40,000.

RECOMMENDATION

Staff recommends adoption of this ordinance.

**CITY OF GIG HARBOR
ORDINANCE NO.**

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON CHANGING THE MONTHLY SEWER SERVICE RATE TO BE PAID TO THE CITY BY OWNERS OF PROPERTY WITHIN THE CITY FOR THE PROVISION OF SEWER SERVICES, AMENDING GIG HARBOR CODE SECTIONS 13.32.010, 13.32.015, 13.32.020, AND 13.32.025, TO BE EFFECTIVE BEGINNING FEBRUARY 1, 1999.

WHEREAS, it is necessary to raise sewer service rates and charges to meet the increasing cost of providing sewage collection and treatment services;

NOW, THEREFORE, the City Council of the City of Gig Harbor, Washington, **DO ORDAIN AS FOLLOWS:**

Section 1. Section 13.32.010 of the Gig Harbor Municipal Code is hereby amended as follows:

13.32.10 Sewer Rates.

A. The monthly sewer service rate shall be set at the following amounts:

Customer Class	Customer Base Charge (per month)	Commodity Charge (per ccf)	Minimum Charge (per month)
Residential	\$4.85 \$5.10	\$2.13 \$2.24	\$15.50 \$16.28
Multi-Family Residential (per living unit)	2.86 3.01	2.13 2.24	11.38 11.95
Commercial/School (per billing unit)	9.09 9.55	2.13 2.24	15.48 16.26

Section 2. Section 13.32.015 of the Gig Harbor Municipal Code is hereby amended as follows:

13.32.015 Sewer Rates – Community Systems. The monthly sewer service rates for community systems shall be set at the following amounts:

Customer Class	Monthly Charge
Penn Thicket System	\$118.14/system \$124.05/system
Shore Crest System	\$16.17/living unit \$16.98/system

Section 3. Section 13.32.020 of the Gig Harbor Municipal Code is hereby amended as follows:

13.32.020 Non-metered uses. Until a water meter has been installed to measure water flow by a residential unit, multi-residential building, or commercial facility, the sewer service charge for each unmetered unit/facility shall be as follows:

<u>Nonmetered Customer Class</u>	<u>Monthly Charge</u>	
Residential	\$19.76/unit	\$20.75/unit
Multifamily residential	15.64/living unit	16.43/living unit
Commercial	41.04/billing unit	43.10/billing unit

Section 4. Section 13.32.025 of the Gig Harbor Municipal Code is hereby amended as follows:

13.32.025 Sewer Rates – Community systems using flow meters.

<u>Customer Class</u>	<u>Customer Base Charge (per month)</u>		<u>Commodity Charge (per ccf)</u>		<u>Minimum Charge (per month)</u>	
Residential	\$4.85	\$5.10	\$2.13	\$2.24	\$19.76	\$20.75
Multi-Family Residential	2.86	3.01	2.13	2.24	15.74	16.53
Commercial	9.09	9.55	2.13	2.24	41.04	43.10

Section 5. This ordinance shall be in full force and take effect February 1, 1999 which shall be at least five (5) days after its publication of an approved summary consisting of the title.

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 ___ day of January, 1999.

APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST:

Molly Towslee
City Clerk

Sewer Rate Ordinance #
Page 3

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



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: DECEMBER 30, 1998
**SUBJECT: ORDINANCE ACCEPTING A DONATION FROM THE MORRIS
FOUNDATION FOR THE PURPOSE OF ENHANCING CITY PARKS**

BACKGROUND

The Morris Foundation has donated \$5,000 to the City. In order to accept a donation, the City must pass an ordinance accepting the donation and terms and conditions. This ordinance accepts the donation and accompanying terms. The Morris Foundation requests the donation be used for enhancement of the City Parks – either for new real estate acquisitions and/or capital improvements to existing parks.

The donation has been receipted and placed in the Property Acquisition Fund, No. 109.

RECOMMENDATION

Staff recommends adoption of the ordinance.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ACCEPTING A DONATION OF FIVE THOUSAND DOLLARS (\$5,000.00) FROM THE MORRIS FOUNDATION FOR THE PURPOSE OF ENHANCING CITY PARKS, AND INCLUDING SUCH DONATION IN THE CITY'S PROPERTY ACQUISITION FUND.

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

WHEREAS, the City has received a check in the amount of Five Thousand Dollars (\$5,000.00) from the Morris Foundation, to be used for the purpose of City park enhancement, as further described in the letter from David R. Morris, dated December 18, 1998, attached to this Ordinance as Exhibit A; now, therefore,

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

Section 1. **Acceptance of Donation.** The City Council hereby accepts the Five Thousand Dollar (\$5,000.00) donation from the Morris Foundation, subject to the following terms of the donation, as expressed in Exhibit A: the donation is to be used for the enhancement of the City Parks -- for either new real estate acquisitions and/or capital improvements to new parks within the City limits.

Section 2. **Finance Director to Acknowledge Acceptance in Letter.** As requested by the Morris Foundation, the Finance Director is hereby directed to send a copy of this Ordinance confirming the City's acceptance of the donation, for the uses described in the letter

attached hereto as Exhibit A. The Finance Director shall deposit the donation in the City's Property Acquisition Fund, and shall earmark the funds to be used for the purposes described in this ordinance.

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

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

APPROVED:

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

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

NO.

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

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

**AN ORDINANCE OF THE CITY OF GIG HARBOR,
WASHINGTON, ACCEPTING A DONATION OF FIVE
THOUSAND DOLLARS (\$5,000.00) FROM THE MORRIS
FOUNDATION FOR THE PURPOSE OF ENHANCING CITY
PARKS, AND INCLUDING SUCH DONATION IN THE
CITY'S PROPERTY ACQUISITION FUND.**

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

DATED this 27th day of January, 1998.

MOLLY TOWSLEE, CITY CLERK

THE MORRIS FOUNDATION

**P.O. Box 401
Gig Harbor, WA 98335
(253) 857-5555**

December 18, 1998

City of Gig Harbor
ATTN: Mayor Gretchen Wilbert
P.O. Box 145
Gig Harbor, WA 98335

RE: The Morris Foundation--1998 Qualified Distribution

Dear Gretchen,

The Morris Foundation was formed in December of 1995, at the direction of Thomas G. Morris Sr. Its primary purpose is to receive and invest funds--and to distribute the earnings on these funds to tax exempt organizations that qualify under Section 501(c) (3) of the Internal Revenue Code.

We have determined that for the year 1998, the City of Gig Harbor is eligible for a \$5,000.00 donation--for either real estate acquisitions for new parks and/or capital improvements to existing parks.

Enclosed is our check in the amount of \$5,000.00.

Please send us a letter confirming your acceptance of this donation, consistent with its intended use as described in paragraph two above.

Thank you.

Sincerely,



David R. Morris, Secretary/Director

C: Thomas G. Morris, President of the Board of Directors
Thomas G. Morris, Jr., Director



City of Gig Harbor. The "Maritime City"

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

December 30, 1998

Mr. David R. Morris, Secretary/Director
The Morris Foundation
P.O. Box 401
Gig Harbor, WA 98335

Dear Dave:

The City of Gig Harbor wishes to thank The Morris Foundation for its gracious donation of \$5,000 toward parks real estate acquisition and/or parks capital improvement within the City of Gig Harbor.

The Parks element of the city's Comprehensive Plan will be updated by the City Council in the first quarter of 1999, following input by citizens and the Planning Commission. Your donation will help actualize this plan.

I look forward to the City Council's acceptance of this donation. Thank you once again for your community vision and generosity.

Sincerely,

Gretchen A. Wilbert
Mayor, City of Gig Harbor



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *Mark Hoppen*
SUBJECT: DROLSHAGEN WATER REQUEST
DATE: JANUARY 6, 1999

INFORMATION/BACKGROUND

Mr. Jeff Drolshagen is requesting the outside extension of city water to a duplex unit to be built and permitted within Pierce County. Two ¾" metered connections are requested for this duplex. The applicant intends to utilize a septic drainfield for the duplex as indicated on the attached drawings.

POLICY CONSIDERATIONS

A Rural Residential (Pierce County) designation on the platted property includes duplexes as a permitted use. The city provides water to another duplex in the same area. The city's pre-annexation zoning does not include duplexes as a permitted or conditional use in this area, and the pre-annexation zone is used to set conditions on outside development to which the city extends utilities. In this instance, however, the city is the sole provider of water to this area outside of city limits.

GHMC 13.34.060 (J) (attached) provides for conformance to city code, including the city's land use standards, zoning, fire code and those portions of the city building code which are referenced by the fire code, and the city public works standards. With two units on somewhat more than .4 acres, the proposed use is at a density which is slightly higher than the low density residential use anticipated for this area in the city's comprehensive plan. Nevertheless, the applicant maintains that this proposed use is consistent with the intent of the city's comprehensive plan for this area, and that he can meet the provisions of GHMC 13.34.060 J.a.-d. Staff concurs in this assessment, except that staff believes it is preferable for this duplex to be connected to the sewer system.

FISCAL CONSIDERATIONS

The total current connection fee for one ¾" meter and outside-city-limits hook-up is \$2360. Since two connections are requested, the three year capacity commitment payment for two total connection fees is $\$2360 \times 2 \times .15 = \708 . The remainder of the fee to be paid will be paid at the rate in effect at the date of connection for two ¾" connections.

RECOMMENDATION

Staff recommends approval of the contract as presented.

13.34.020 Water or sewer service application.

Any person desiring to have their property connected with the city's water supply system or with sewer service shall make application at the office of the city clerk-treasurer on the appropriate form. Every such application shall be made by the owner of the property to be supplied the service, or by his/her authorized agent. The applicant must state fully the purposes for which the water and/or sewer service is required. Applicants must agree to conform to the city's rules and regulations concerning water and sewer service set forth in this title, as the same now exists or may be amended in the future. (Ord. 660 § 1, 1994).

13.34.040 Charges for water or sewer service.

Applicants for water and/or sewer service to property outside the city limits shall be charged the rates for such service as set forth in GHMC 13.04.030 (water service) and 13.32.030 (sewer service), as those code sections now exist or may hereafter be amended. All other additional charges applicable to water and/or sewer service to property within the city limits in this title shall also be imposed, where appropriate. (Ord. 660 § 1, 1994).

13.34.060 Utility extension agreement.

Every applicant for water and/or sewer service outside the city limits, except for municipal corporations or quasi-municipal corporations, such as water, sewer or fire districts making application under GHMC 13.34.070, must agree to sign an agreement with the city, which conditions the provision of the service on the following terms:

A. Agreement to Run with the Property. The agreement shall be recorded against the property in the Pierce County auditor's office, and shall constitute a covenant running with the land. All covenants and provisions of the agreement shall be binding on the owner and all other persons subsequently acquiring any right, title or interest in or to said property.

B. Warranty of Title. The agreement shall be executed by the owner of the property, who shall also warrant that he/she is authorized to enter into such agreement.

C. Costs of Design, Engineering and Construction of Extension. The owner shall agree to pay all costs of design, engineering and construction of the extension, which shall be accomplished to city standards and conform to plans approved by the city public works director. Costs of plan review and construction inspection shall also be paid by the owner.

D. Capacity Commitment Payments. The owner shall agree to pay for the city's reservation of sewer and/or water capacity, which is calculated as a percentage of the connection fee for the sewer and/or water service. Such payments shall be made under the payment schedule determined by the city.

E. Easements and Permits. The owner shall secure and obtain at the owner's sole cost and expense, all permits, easements and licenses necessary to construct the extension.

F. Dedication of Capital Facilities. The owner shall agree to dedicate all capital facilities constructed as part of the water and sewer extension (such as water or sewer main lines, pump stations, wells, etc.), at no cost to the city, upon the completion of construction, approval and acceptance by the city.

G. Connection Charges. The owner shall agree to pay the connection charges set by the city in GHMC 13.04.080C and/or 13.32.070 (as these sections now exist or may hereafter be amended), as a condition of connecting to the city water and/or sewer system. Such connection charges shall be calculated at the rate schedules applicable at the time of actual connection.

H. Agreement Not to Protest Annexation. The owner shall agree to sign a petition(s) for annexation of his/her property when requested to do so by the city.

I. Waiver of Right to Protest LID. If, at the time of execution of the agreement, the city has plans to construct certain improvements that would specially benefit the owner's property, the agreement shall specifically describe the improvement. The owner shall agree to sign a petition for the formation of an LID or ULID for the specified improvements at the time one is circulated, and to waive his/her right to protest formation of any such LID or ULID.

J. Development of Property to Conform to City Code - Exceptions. The owner shall agree to comply with all requirements of the city's land use plan, zoning, fire codes and those portions of the city building code which are referenced by the fire code, and the city public works standards when developing or redeveloping the property subject to the agreement. The city council may grant exceptions to the requirements contained in this subsection only under the following conditions:

1. The applicant must demonstrate that the proposed departure from the city's land use standards, zoning code, or public works standards would result in a development which meets the intent of the applicable provisions of the comprehensive plan, zoning code or public works stan-

dards, based upon compliance with all of the following criteria:

a. That the site of the proposed use is adequate in size and shape to accommodate such use and all yards, spaces, walls and fences, parking, loading, landscaping and other features necessary to insure compatibility with and not inconsistent with the underlying zoning district;

b. That the site for the proposed use relates to streets, adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed uses and that adequate public utilities are available to serve the proposal;

c. That the proposed use will have no significant adverse effect on existing uses or permitted uses;

d. That the establishment, maintenance and/or conducting of the uses for which the utility agreement is sought will not, under the circumstances of the particular case, be detrimental to the public welfare, injurious to the environment, nor shall the use be inconsistent with or injurious to the character of the neighborhood or contrary to its orderly development.

K. Termination for Noncompliance. In addition to all other remedies available to the city for the owner's noncompliance with the terms of the agreement, the city shall have the ability to disconnect the utility, and for that purpose may at any time enter upon the property. (Ord. 722 § 1, 1996; Ord. 697 § 2, 1995; Ord. 660 § 1, 1994).

13.34.070 Extensions for public health, safety or environmental reasons.

A. Municipal corporations or quasi-municipal corporations such as water, sewer or fire districts may make application for water or sewer service to property outside the city urban growth area boundary if, in addition to all other requirements of this title, the applicant can demonstrate that the extension is necessary to protect basic public health, safety, welfare and/or the environment. This showing may include, among other documentation, an emergency order issued by the Department of Ecology relative to any sewer extension request.

B. The city council shall review the application and may, in its sole discretion, allow the extension if the council finds:

1. That the requested service is financially supportable at rural densities and does not permit urban development;

2. That the city's NPDES permit will not be affected by the extension; and

3. That the extension is consistent with the goals of the city's water and sewer comprehensive

plans and all other applicable law, including, but not limited to, the Public Water System Coordination Act (Chapter 70.116 RCW), and the State Environmental Policy Act (Chapter 42.31C RCW).

C. The council's approval of any extension under the criteria in subsection B of this section may be conditioned upon the following:

1. Restrictions may be placed on the hours that the city will accept sewage flow from the applicants;

2. Restrictions may be placed on the amount of sewage flow or water provided to the applicant;

3. For extensions outside the city's urban growth boundary area, the applicant shall have responsibility to maintain and operate its own facilities; and/or

4. Any other conditions the council considers appropriate. (Ord. 767 § 1, 1997; Ord. 697 § 3, 1995).

RECEIVED

JAN - 5 1999

CITY OF GIG HARBOR

From the Desk of
Jeff Drolshagen
5205 47th Avenue Northwest
Gig Harbor, Washington 98335

5 January 1999

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

RE: Request for Statement of Water Availability

Mr. Mark Hoppen:

I request the City of Gig Harbor provide me with a "Statement of Water Availability," for the property at the following address:

9509 96th Street Northwest
Gig Harbor, Washington 98335

The legal description and Short Plat recording number under Pierce County is as follows: Lot 2, Pierce County Short Plat No. 8608250105,

recorded August 25, 1986, Gig Harbor, Washington

The tax account number for the subject property is 0221056030.

I have read and understand the "Utility Extension Agreement" and agree to all provisions with the exception of paragraph 11, Annexation, subparagraphs A, B, and E and paragraph 12, Land Use, subparagraph A. As I understand, the above stated subparagraphs deal with the land use of the property. Specifically, whether a single family residence or a duplex can be constructed. It is requested that the City of Gig Harbor, City Council accept the modified "Utility Extension Agreement" allowing the construction of a duplex on the subject property. The subject property currently meets the criteria established by Pierce County for the construction of a duplex. It is also noted that a newly constructed duplex was built within the last two years some 500 feet east of the subject property on 96th Street. It is suggested that, if approved, such development shall conform to the established City standards.

It should also be noted that a City of Gig Harbor water meter base is presently located on the northeast corner of the subject property. A preliminary site plan has been submitted with this request for a "Statement of Water Availability."

Respectfully submitted,

Jeff Drolshagen

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

THIS AGREEMENT is entered into on this 11th day of January, 1999, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and Jeff Drolshagen, hereinafter referred to as "the Owner".

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

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

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

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

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

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

***Lot 2, Pierce County short Plat No. 8608250105,
Recorded August 25, 1986, Gig Harbor, Washington.***

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

4. **Water Capacity Commitment.** The City agrees to reserve to the Owner this capacity for a period of 36 months ending on January 9, 1999; provided however, that the City retains the authority to temporarily suspend such capacity where necessary to protect public health and safety, or where required to comply with the City's NPDES permit, or any other permits required by any agency with jurisdiction, and provided this agreement is signed and payment for water capacity commitments is received within 45 days after City Council approval of extending water capacity to the Owner's property. Water capacity shall not be committed beyond a three year period.

5. **Capacity Commitment Payment.** The Owner agrees to pay the City the sum the sum of \$ 708 for water, to reserve the above specified time in accordance with the schedule set forth below.

Commitment period Percent (%) of Connection Fees

Three years Fifteen percent (15%)

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

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

6. **Extension of Commitment Period.** In the event the Owner chooses to permanently reserve sewer and water capacity by paying the entire connection fee for the number of equivalent residential units desired to be reserved before the expiration date set forth above, and by paying the water service payment described in Sections 4 and 5, the Owner shall be responsible for paying each year for the sewer utility system's depreciation based on the following formula (Owner's reserved capacity divided by the total plant capacity times the annual budgeted depreciation of the sewer facilities) and by paying the monthly water base charge for the service described in Section 4.

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

8. **Turn Over of Capital Facilities.** If the extension of utility service to Owner's property involves the construction of water or sewer main lines, pump stations, wells, and/or other city required capital facilities, the Owner agrees if required by the City to turn over and dedicate such facilities to the

City, at no cost, upon the completion of construction and approval and acceptance of the same by the City. As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:

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

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

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

11. **Annexation.** Owner understands that annexation of the property described on Exhibit "A" to the City will result in the following consequences:

- A. Pierce County ordinances, resolutions, rules and regulations will cease to apply to the property upon the effective date of annexation;
- B. City of Gig Harbor ordinances, resolutions, rules and regulations will begin to apply to the property upon the effective date of annexation;
- C. Governmental services, such as police, fire and utility service, will be provided to the property by the City of Gig Harbor upon the effective date of annexation;
- D. The property may be required to assume all or any portion of the existing City of Gig Harbor indebtedness, and property tax rates and assessments applicable to the property

may be different from those applicable prior to the effective date of annexation;

- E. Zoning and land use regulations applicable to the property after annexation may be different from those applicable to the property prior to annexation; and
- F. All or any portion of the property may be annexed and the property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

With full knowledge and understanding of these consequences of annexation and with full knowledge and understanding of Owner's decision to forego opposition to annexation of the property to the City of Gig Harbor, Owner agrees to sign a petition for annexation to the City of the property described on Exhibit A as provided in RCW 35.14.120, as it now exists or as it may hereafter be amended, at such time as the Owner is requested by the City to do so. The Owner also agrees and appoints the Mayor of the City as Owner's attorney-in-fact to execute an annexation petition on Owner's behalf in the event that Owner shall fail or refuse to do so and agrees that such signature shall constitute full authority from the Owner for annexation as if Owner had signed the petition himself. Owner further agrees not to litigate, challenge or in any manner contest, annexation to the City. This Agreement shall be deemed to be continuing, and if Owner's property is not annexed for whatever reason, including a decision by the City not to annex, Owner agrees to sign any and all subsequent petitions for annexations. In the event that any property described on Exhibit "A" is subdivided into smaller lots, the purchasers of each subdivided lot shall be bound by the provisions of this paragraph.

12. Land Use. The Owner agrees that any development or redevelopment of the property described on Exhibit "A" shall meet the following conditions after execution of Agreement:

- A. The use of the property will be restricted to uses allowed in the following City zoning district at the time of development or redevelopment: R-2.
- B. The development or redevelopment of the property shall comply with all requirements of the City Comprehensive Land Use Plan, Zoning Code, Building Regulations, and City Public Works Standards for similar zoned development or redevelopment in effect in the City at the time of such development or redevelopment. The intent of this section is that future annexation of the property to the City of Gig Harbor shall result in a development which does conform to City standards.

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

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

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

none

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

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

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

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

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

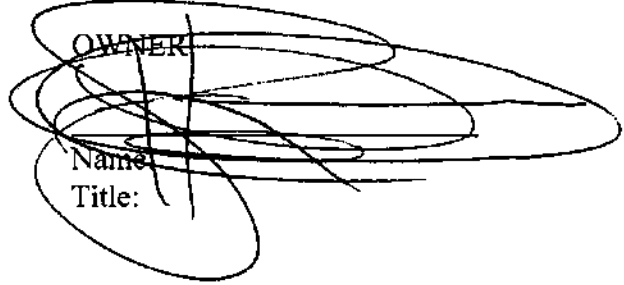
19. Severability. If any provision of this Agreement or its application to any circumstance is held invalid, the remainder of the Agreement or the application to other circumstances shall not be affected.

DATED this _____ day of _____, 1997.

CITY OF GIG HARBOR

Mayor Gretchen Wilbert

OWNER
Name:
Title:

A large, dense, handwritten scribble in black ink covers the signature area. The scribble is composed of multiple overlapping loops and lines, completely obscuring the text 'OWNER', 'Name:', and 'Title:'.

ATTEST/AUTHENTICATED:

City Clerk, Molly Towslee

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: 1/7/99



Molly M Towslee
Signature
Molly M. Towslee
NOTARY PUBLIC for the State
of Washington, residing at
Gig Harbor
My commission expires 12/2/99

STATE OF WASHINGTON)
) ss:
COUNTY OF PIERCE)

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

Dated: _____

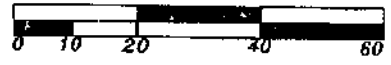
Signature

NOTARY PUBLIC for the State
of Washington, residing at

My commission expires _____

INVERT ELEVATIONS	
FIN. FL.	= 62.0
STUB OUT	= 59.5
SEPTIC IN (corr)	= 59.25
OUT	= 59.0
PUMP IN	= 58.5
LAT #1	59.0
LAT #2	59.25
LAT #3	59.75
LAT #4	59.25

ALL TANKS MUST HAVE RISERS TO FINISH GRADE

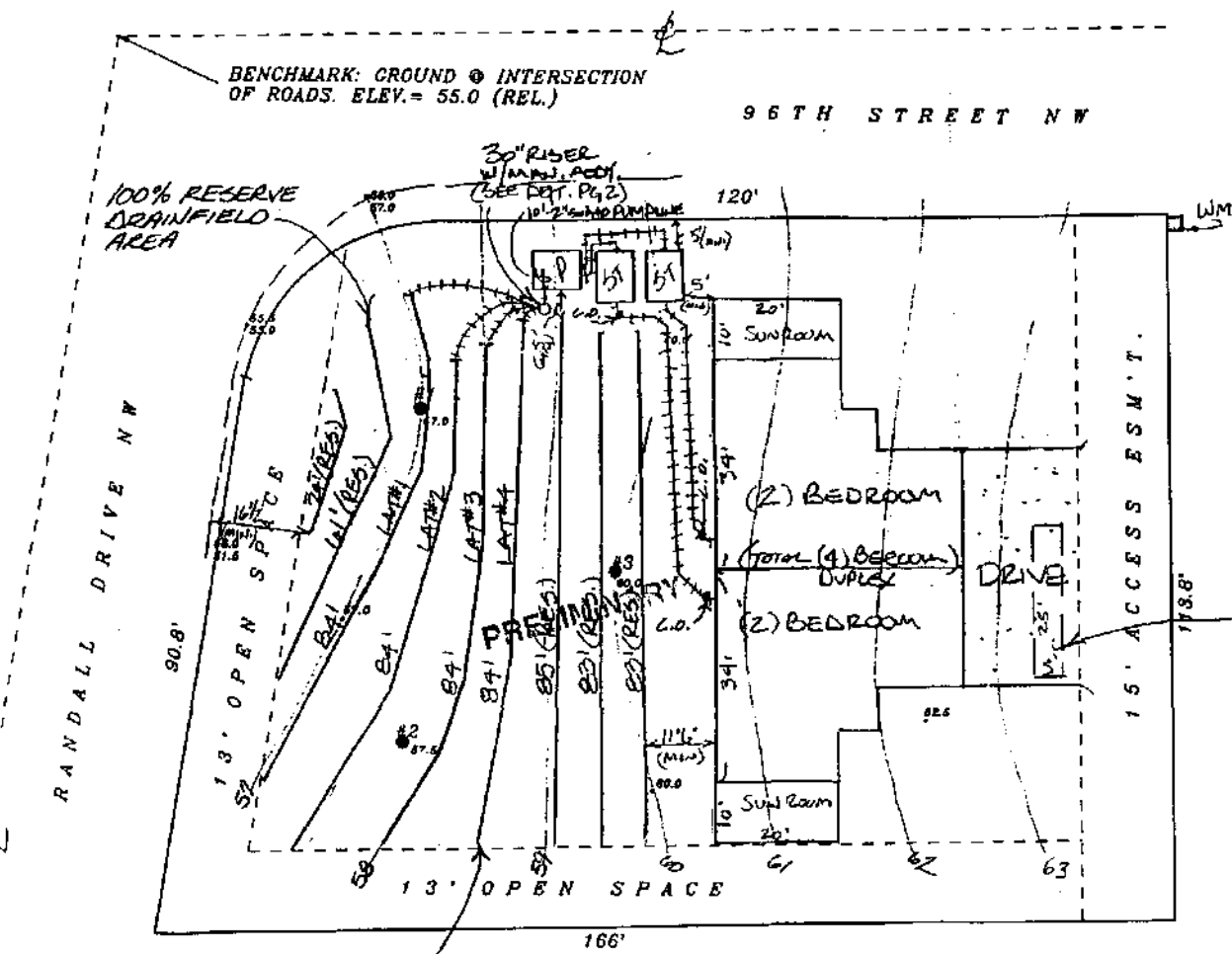


WATER SERVICE-KEEP 10' (MIN.) FROM ALL DRAINFIELD TRENCHES AND SEPTIC COMPARTMENTS OR ENCASE WITH SCH 40 PIPE. ALSO PROVIDE CRUSH PROOF PIPE SLEEVE UNDER DRIVING SURFACES.

SOIL PROFILE 11/24/98
 TH#1
 0" - 20" FILL
 20" - 70" FINE BR. GRAV. SAND
 TH#2
 0" - 12" BL. LOAMY SAND
 12" - 40" FINE BR. SAND
 40" - 67" GR. SILTY SAND
 MOTT. @ 52"
 TH#3
 0" - 9" BL. LOAMY SAND
 9" - 27" FINE BR. SAND
 27" - 40" FINE GR. SAND
 40" - 60" FINE GR. SAND (COMP.)
 MOTT. @ 52"

NOTE: FOOTING DRAINS INSTALLED MUST BE USED IN CONJUNCTION WITH INFILTRATION TRENCHES WHICH MUST MAINTAIN A 30" (MIN.) SETBACK FROM ALL DRAINFIELD COMPONENTS
 NOTE: ROOF TOP DRAINS INSTALLED, MUST EITHER DAYLIGHT INTO THE STREET OR MUST BE USED IN CONJUNCTION WITH AN INFILTRATION TRENCH, MAINTAINING 30" (MIN.) SETBACKS FROM ALL OF COMPONENTS.

CLIENT: JEFFREY DROLSHAGEN
 5205 47TH AVE. NW
 GIGA HARBOR, WA 98335
 SITE ADDRESS: 3202 & 3204 96TH ST. NW
 PARCEL #: 02-21-05-6-030
 DATE: 12-17-96
 REV. DATE: —
 PENINSULA SEPTIC DESIGNS
 SANDRA R. SMITH
 P.O. BOX 1444, GIG HARBOR WA 98335 PH: (253) 851-2178



BENCHMARK: GROUND @ INTERSECTION OF ROADS. ELEV. = 55.0 (REL.)

96TH STREET NW

100% RESERVE DRAINFIELD AREA

RANDALL DRIVE NW

30% LF PRIMARY DRAINFIELD MUST USE INFILTRATOR TRENCHES

PROVIDE TEST ORIFICES @ END OF EACH LATERAL FACING UP. SYSTEM TO BE TESTED PRIOR TO FINAL SIGN-OFF OF INSTALLATION.

NOTE TO HOMEOWNER / BUILDER / OR DEVELOPER:
 * Clearing in the drainfield area to be done under the SUPERVISION of the INSTALLER.
 * Minimum home setbacks to be verified by the Bldg. Dept. We assume no liability if greater setbacks are required.

THIS DESIGN IS NOT A SURVEY !!

ALL PROPERTY LINES AND DIMENSIONS, AS SHOWN, ARE FROM INFORMATION SUPPLIED BY THE CLIENT OR COUNTY OFFICE. WE ASSUME NO LIABILITY FOR VARIATIONS ASCERTAINED BY ACTUAL OR MORE RECENT SURVEYS.



City of Gig Harbor. The "Maritime City."

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

CITY OF GIG HARBOR - UTILITIES SERVICE APPLICATION

Application No. _____, Parcel No. _____, Date Jan. 5, 1999

Applicant Jeff Drolshagen, Phone # 851-2073

Mailing Address 5205 47th Ave. N.W., G.H., 98335

STORM WATER CALCULATION:

Impervious Area (Sq.Ft.)	Calculation	Units

Connection/Service ADDRESS OR LOCATION: _____

Subdivision _____, Lot No. _____

Date of Hook-Up _____, Meter No. _____, Size _____, Rate _____

Account No. _____, Meter Location _____

WATER SYSTEM HOOK-UP & METER INSTALLATION CHARGES:

(X)		Capacity Factor(s)	Hook-Up Fee (Inside City Limits)	Hook-Up Fee (Outside City)	Meter Charge	Total Fees
<u>2X</u>	<u>3/4"</u>	1	\$1,275.00	\$1,910.00	\$450.00	\$
		1.67	\$2,120.00	\$3,180.00	\$555.00	\$
		3.33	\$4,245.00	\$6,365.00	(2) \$1,130.00	\$
		5.33	\$6,790.00	\$10,185.00	(2) \$1,260.00	\$
		(3)	(3)\$	(3)\$	(3) \$	\$

WATER SYSTEM HOOK-UP & METER INSTALLATION CHARGE: \$ _____

OTHER CHARGES: (See Note 2)

Street Boring	\$ 10.00 / Foot		\$
Open Street Cut	\$ 20.00 / Foot		\$

Notes: (1) If project is outside the city limits, the hook-up fee is (1.5) times that shown above.
(2) Time & Material Plus 10% (3) Negotiable

BASIC SEWER SYSTEM CONNECTION FEE:

Zone A	Zone B, C, D	Other	# Of ERU'S *	Total Fee
\$ 735.00	\$ 1,810.00	\$ 2,540.00	_____	\$ _____,00

* Equivalent Residential Unit Calculation for non-residential service:

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

SPECIAL CHARGES:

Check (X)	Type of Fee (1)	Fee
	Encroachment Permit Application & Fee	\$ 15.00
	Sewer Stub Inspection Fee	\$ 125.00
	House Stub Inspection Fee (\$25 in city / \$37.50 out)	\$
	As-Built Plans Fee (Refundable)	\$ 150.00
	Late Comers Agreement Fee	\$

Note: (1) Single Family Residence only (See Public Works Department for Multi-Family and Commercial)

TOTAL SEWER SYSTEM FEES PAID: \$ _____

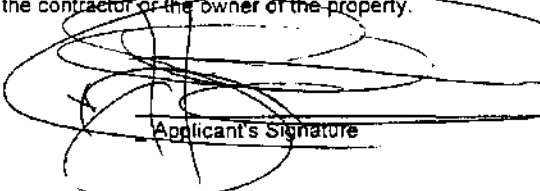
TOTAL FEES PAID WITH THIS APPLICATION: \$ _____

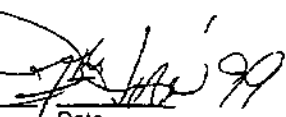
Application is hereby made by the undersigned property owner or his agent for all water and/or sewer service required or used for any purpose at the above property address for which I agree to pay in advance and in accordance with existing ordinances and regulations of the city. Following estimated charges, the exact charges will be determined and are payable immediately upon completion of the installation.

I further agree that all rates and charges for water, sewer and/or storm service to the above property shall be paid in accordance with the existing ordinances and regulations of the city or any ordinances or regulations adopted hereafter. I agree to comply with the water, sewer and storm drainage service existing ordinances/regulations of the city or any such ordinances/regulations adopted hereafter.

I understand that the city will use all reasonable effort to maintain uninterrupted service, but reserves the right to terminate the water and/or sewer service at any time without notice for repairs, extensions, non payment of rates or any other appropriate reason and assumes no liability for any damage as a result of interruption of service from any cause whatsoever.

I understand that the city shall maintain ownership in such water meters installed by the city and the city shall be responsible for providing reasonable and normal maintenance to such meters. Damage to meters, boxes, and fittings will be repaired by the city's public works department. The cost of such repair work shall be borne by the contractor or the owner of the property.


 Applicant's Signature


 Date

TO BE COMPLETED BY STAFF ONLY:

Receipt No.	Fees Paid	Date	Received By

REVIEWED BY:

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

DUPLICATE RECEIPT DUPLICATE RECEIPT

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

THE "MARITIME CITY"

REG-RECEIPT:01-0003859 C:Jan 05 1999
CASHIER ID:H 1:47 pm A:Jan 05 1999

1060 ADMIN FEE-FILING \$100.00
UTILITY EXTENSION CAPACITY AGREEMENT

TOTAL DUE \$100.00

RECEIVED FROM:
DROLSHAGEN, JEFF

CHECK: \$100.00

TOTAL TENDERED \$100.00

CHANGE DUE \$0.00

HAVE A NICE DAY

DUPLICATE RECEIPT DUPLICATE RECEIPT



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR
SUBJECT: PURCHASE OF ADDITIONAL PROPERTY FOR CITY SHOP
DATE: DECEMBER 29, 1998

INFORMATION/BACKGROUND

On December 29, County Executive Doug Sutherland signed the following contract for the purchase and sale of 5.4172 acres of vacant property immediately adjacent to the city shop. This property is part of a larger parcel of 21.63 acres of which 16.2128 acres is occupied by Gig Harbor High School facilities. The following contract proposes to pay \$115,496.69 for the 5.4172 acres. This cost represents both the appraised valuation of the acreage (\$111,426.55) and a share of survey costs (\$4,070.14). The minimum bid set for the property by Pierce County Ordinance No. 98-84 was \$115,000.

The property passed Phase I environmental evaluation conducted by Nowicki & Associates (April '98) and reviewed by Howard Jensen, environmental counsel at Ogden Murphy Wallace. The attached contract has been reviewed and approved by City Attorney Carol Morris.

POLICY CONSIDERATIONS

The proposed contract presents an opportunity to realize the 1998 six-year Building Department goal to purchase additional property, adjacent "...to the City Shop or an alternative site, to accommodate present and future space requirements. (\$150,000)." This six-year goal was updated for the 1999 city budget as follows:

1. **Develop site plan for shop site.** Develop a long-range plan for improvements to the existing and new shop property to include provisions for additional staff parking, equipment and materials storage, administrative functions, equipment washdown, temporary storage and decanting of ditch spoils/storm sewer vector waste, police evidence (including vehicle) storage, and fleet maintenance. **1999-2000.**

FISCAL CONSIDERATIONS

The cost of the purchase will be allocated to the property acquisition fund. The purchase will be closed by January 29, 1999.

RECOMMENDATION

Staff recommends approval of the attached contract for purchase and sale.

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made by and between Pierce County (hereinafter "Seller"), a political subdivision of the State of Washington, and the City of Gig Harbor (hereinafter "Buyer"), for purchase and sale of that certain real property situated in Pierce County, Washington, commonly known as Skansie Street and 89th NW, Gig Harbor, Washington, and all rights appurtenant thereto (hereinafter the "Property") which is legally described in Exhibit A, which is attached hereto and incorporated herein by this reference.

Section 1. TOTAL PURCHASE PRICE. The total purchase price for the Property described in Exhibit A is One Hundred Fifteen Thousand Four Hundred Ninety Six Dollars and Sixty-nine Cents (\$115,496.69), payable in cash at Closing.

Section 2. TITLE INSURANCE. Prior to closing, Buyer shall obtain, at Buyer's expense, a Policy of Title Insurance, issued by Commonwealth title Insurance Company, dated as of the closing date and insuring buyer in the amount of the purchase price against loss or damage by reason of defect in Buyer's title to the property subject only to the printed exclusions and general exceptions appearing in the policy.

Section 3. TITLE, DEED, ASSIGNMENT, SECURITY. At closing, Seller will execute and deliver to Buyer a statutory warranty deed conveying good and marketable title to the Property, free and clear of all defects or encumbrances except for the lien of real estate taxes and drainage service charges not yet due and payable.

Section 4. RISK OF LOSS. Seller will bear the risk of loss or damage to the Property until the date of Closing. In the event of material loss or damage to the Property prior to Closing, Buyer may terminate this Agreement by providing written notice of termination to the Seller at any time prior to Closing.

Section 5. SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Seller represents, warrants and covenants to buyer at the date of execution of this Ag of Seller, is legally competent, has full power and authority to execute this Agreement and perform Seller's obligations, and that all necessary administrative and/or legislative action to authorize this transaction has been completed.

5.2 The Property is not subject to any leases, tenancies, or rights of persons in possession.

5.3 Seller is unaware of any material defect in the Property not already provided for in this Agreement.

5.4 Unless otherwise provided in this Agreement at Seller's sole cost and expense, Seller shall remove all personal property located on the Property before closing. All personal property

located on the Property at closing shall become the Property of the Buyer unless provided for in writing by the Seller and Buyer.

5.5 The property described in Exhibit A is not the subject of an unrecorded Deed of Trust, Real Estate Contract or other encumbrance which is to remain unpaid after closing.

5.6 Seller has not received notification from any agency that the Property is, or may be in violation of any environmental laws, or is, or may be targeted for a Superfund cleanup. To the best of Seller's knowledge, the property has not been used for dumping, as a landfill, waste storage or disposal site, or for the storage or disposal of any chemicals, petroleum products, or hazardous or dangerous wastes or substances.

5.7 Seller has removed or abandoned in place all underground storage tanks that have been out of service for one year or more (51-34 WAC; 6103 UFC) and all permits as may be required for such action have been issued.

5.8 Seller has not incurred any obligation for broker's fees or other commissions or fees in connection with the sale of the Property that the Seller expects the Buyer to pay, either in whole or in part.

Section 6. BUYER'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Buyer represents and warrants to Seller that at the date Buyer executes this Agreement and at the date of Closing, that Buyer and the person signing on behalf of Buyer, has full power and authority to execute this Agreement and to perform Buyer's obligations hereunder. Buyer makes no warranty regarding Buyer's authority at the time Seller executes this Agreement, and makes this Agreement expressly subject to, and conditioned upon, receipt of Gig Harbor City Council approval, authorization and funding for the purchase, as witnessed by the signature of the Mayor.

Section 7. TIME FOR CLOSING, TERMINATION DATE. This sale will be closed in the office of the Closing Agent, who is hereby designated as Carole Cooper of Commonwealth Title Company; on or before January 29, 1999. This Closing date shall be the termination date of this Agreement, with the exception of Sections 5 and 6. Buyer and Seller will deposit in escrow with the Closing Agent all instruments, documents and monies necessary to complete the sale in accordance with this Agreement. As used in this Agreement, "Closing," or "Date of Closing," means the date on which all appropriate documents are recorded and proceeds of the sale are available for disbursement to Seller.

Section 8. PRORATIONS, CLOSING COSTS. Taxes (if any), drainage and utility service fees for the current year will be prorated as of the date of Closing. The Buyer will pay the premium for its Owner's Policy of Title Insurance, and the cost of recording the Statutory Warranty Deed, and the parties shall share in the cost of the Closing Agent's escrow fee.

Section 9. POSSESSION. Buyer shall be entitled to possession of the Property upon Closing.

Section 10. DEFAULT AND ATTORNEYS' FEES. Time is of the essence of this Agreement.

10.1 If Seller is unable to, or does not, perform its covenants and obligations under this Agreement, if title is not insurable as provided in Section 3, or if Seller's representations and warranties are not true and accurate, buyer may (a) seek specific performance of this Agreement and damages or (b) rescission of this Agreement.

10.2 If Buyer is unable to, or does not, perform its covenants and obligations under this Agreement, Seller may (a) seek specific performance of this Agreement and damages or (b) a rescission of this Agreement.

10.3 In any suit, action or appeal to enforce this Agreement, or to interpret this Agreement, the prevailing party shall be entitled to recover any costs incurred therein, including its reasonable attorneys' fees. In the event of trial, the amount of the attorneys' fee shall be fixed by the court. The venue of any suit shall be Pierce County Superior Court.

Section 11. AGREEMENT TO PURCHASE AND TIME LIMIT FOR ACCEPTANCE. Buyer offers to purchase the Property on the terms and conditions stated herein. Seller has until 4:00 p.m. of January 16, 1999, to accept, reject or as provided for in Section 12, counteroffer. Acceptance is not effective until a signed copy is received by the Buyer. If this offer counteroffer, it shall be made in writing. Acceptance by either party of a counteroffer is not effective until a copy, bearing the signatures of both the Seller and Buyer, is delivered to both parties. If a counteroffer is not accepted within twenty-one (21) days, it shall lapse, whereupon this Agreement shall terminate and neither party shall have any further rights or obligations under this Agreement.

Section 13. ADDENDUM. If either the Buyer or Seller makes a future change in this Agreement, it shall be made in writing, signed by the duly authorized representatives of the parties, and attached to this Agreement as an Addendum. Acceptance by either party of an Addendum is not effective until a copy, bearing the signatures of both the Seller and Buyer's authorized representatives is received by the Closing Agent.

Section 14. NOTICES. All notices, waivers, elections, approvals and demands required or permitted to be given under this Agreement must be in writing and personally delivered, sent by United States certified mail, return receipt requested, to the addressee's mailing address set forth below. Any notice will be effective when actually received or, if mailed as provided herein, on the earlier of actual receipt or two (2) days after the date deposited in the mail.

Section 15. FACSIMILE TRANSMISSION. A signed facsimile (FAX) document and retransmission of a FAX shall be the same as delivery of an original.

SELLER: Pierce County Parks and Recreation
9112 Lakewood Drive S.W., Suite 121
Tacoma, Washington 98499-3998
Telephone: 253-798-4176
FAX: 253-582-7461

BUYER: City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
Telephone: 253-851-8136
FAX: 253-851-8563

CLOSING AGENT: Carole Cooper
Commonwealth Title Company
6119 Mt. Tahoma Drive S.W.
Tacoma, Washington 98499
Telephone: 253-984-6701
FAX: 253-984-6641

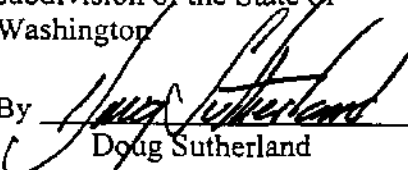
Section 16. GENERAL. This is the entire Agreement between Buyer and Seller with respect to the Property and supersedes all prior agreements between them, written or oral. This Agreement may be modified only in writing, signed by Buyer and Seller. This Agreement, negotiated at arm's length, is for the benefit of, and is binding upon, Buyer and Seller and their heirs, personal representatives, successors and assigns. The invalidity or inability to enforce any of the provisions of this Agreement will not affect the validity or enforcement of any other provision.

Section 17. SURVIVAL OF WARRANTIES. The terms, covenants, representations and warranties in Sections 5 and 6 shall merge into the Statutory Warranty Deed provided by the Seller to the Buyer.

DATED this 29th day of December, 1998.

SELLER:

Pierce County, a political
subdivision of the State of
Washington

By 
Doug Sutherland
Pierce County Executive

ATTEST:

PIERCE COUNTY CLERK

APPROVED AS TO FORM:

BUYER:

The City of Gig Harbor, a
Washington municipal corporation

By _____
Gretchen Wilbert
Gig Harbor Mayor

ATTEST:

GIG HARBOR CITY CLERK

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Doug Sutherland 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 Pierce County Executive to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12/29/98



Molly M. Towslee

Molly M. Towslee
(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing
at: Gig Harbor
My Commission expires: 12/2/99

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

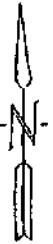
1 EXHIBIT "A"

2
3
4 PARCEL NUMBER: 02-21-06-3-033

5 ADDRESS: SKANSIE STREET AND 89TH NW
6

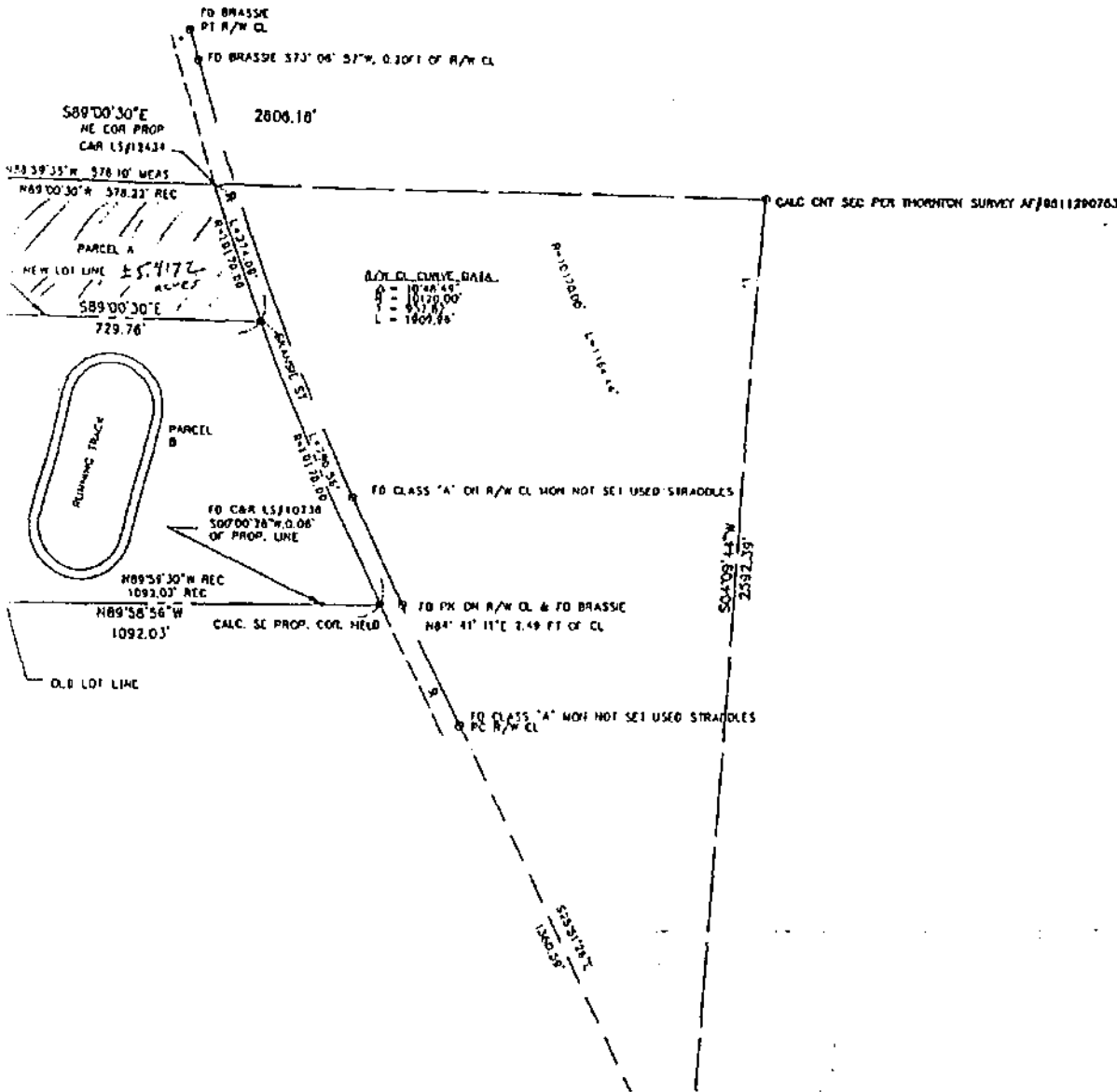
7 LEGAL DESC.: THE NORTH 350.00 FEET OF THE FOLLOWING PARCEL COMMENCING
8 AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER SECTION 6, TOWNSHIP
9 21 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, PIERCE COUNTY
10 WASHINGTON; THENCE SOUTH 89 DEGREES 59 MINUTES 30 SECONDS EAST, ON
11 THE SOUTH LINE OF SAID SUBDIVISION 670.00 FEET; THENCE NORTH 04
12 DEGREES 49 MINUTES 17 SECONDS EAST, 1530.77 FEET TO A POINT 605 FEET
13 EAST OF THE WEST LINE OF SAID SUBDIVISION, SAID POINT BEING THE
14 POINT OF BEGINNING; THENCE NORTH 04 DEGREES 11 MINUTES 25 SECONDS
15 EAST PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION TO THE
16 INTERSECTION WITH THE NORTH LINE OF SAID SUBDIVISION; THENCE NORTH 89
17 DEGREES 00 MINUTES 30 SECONDS WEST ON THE NORTH LINE OF SAID
18 SUBDIVISION TO THE WESTERLY RIGHT OF WAY OF SCANS STREET; THENCE
19 SOUTHEASTERLY ON SAID WESTERLY RIGHT OF WAY LINE TO THE INTERSECTION
20 WITH A LINE PARALLEL WITH AND 1530.00 FEET NORTH OF THE SOUTH LINE OF
21 SAID SUBDIVISION; THENCE NORTH 89 DEGREES 59 MINUTES 30 SECONDS WEST,
22 OF SAID PARALLEL LINE 1092.01 FEET TO THE POINT OF BEGINNING.
23
24
25
26
27
28

A PORTION OF THE SOUTHWEST QUARTER SECTION 6,
TOWNSHIP 21 NORTH, RANGE 2 EAST
OF THE WILLAMETTE MERIDIAN,
PIERCE COUNTY, WASHINGTON



BASIS OF BEARING ASSUMED

FIELD NOTES IN FIELDBOOK 2311
SCALE: 1"=300'



ORIGINAL LEGAL DESCRIPTION

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON; THENCE SOUTH 89 DEGREES 59 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF SAID SUBDIVISION 870.00 FEET; THENCE NORTH 01 DEGREES 49 MINUTES 17 SECONDS EAST, 1530.77 FEET TO A POINT 805.00 FEET EAST OF THE WEST LINE OF SAID SUBDIVISION, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 04 DEGREES 11 MINUTES 25 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION TO THE INTERSECTION WITH THE NORTH LINE OF SAID SUBDIVISION; THENCE NORTH 89 DEGREES 00 MINUTES 30 SECONDS WEST ON THE NORTH LINE OF SAID SUBDIVISION TO THE WESTERLY RIGHT OF WAY OF SHANSE STREET; THENCE SOUTHEASTERLY ON SAID WESTERLY RIGHT OF WAY LINE TO THE INTERSECTION WITH A LINE PARALLEL WITH AND 1530.00 FEET NORTH OF THE SOUTH LINE OF SAID SUBDIVISION; THENCE NORTH 89 DEGREES 59 MINUTES 30 SECONDS WEST, ON SAID PARALLEL LINE 1092.01 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION PARCEL A

THE NORTH 330.00 FEET OF THE FOLLOWING PARCEL COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON; THENCE SOUTH 89 DEGREES 59 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF SAID SUBDIVISION 870.00 FEET; THENCE NORTH 01 DEGREES 49 MINUTES 17 SECONDS EAST, 1530.77 FEET TO A POINT 805 FEET EAST OF THE WEST LINE OF SAID SUBDIVISION, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 04 DEGREES 11 MINUTES 25 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION TO THE INTERSECTION WITH THE NORTH LINE OF SAID SUBDIVISION; THENCE NORTH 89 DEGREES 00 MINUTES 30 SECONDS WEST ON THE NORTH LINE OF SAID SUBDIVISION TO THE WESTERLY RIGHT OF WAY OF SHANSE STREET; THENCE SOUTHEASTERLY ON SAID WESTERLY RIGHT OF WAY LINE TO THE INTERSECTION WITH A LINE PARALLEL WITH AND 1530.00 FEET NORTH OF THE SOUTH LINE OF SAID SUBDIVISION; THENCE NORTH 89 DEGREES 59 MINUTES 30 SECONDS WEST, ON SAID PARALLEL LINE 1092.01 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION PARCEL B


COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON; THENCE SOUTH 89 DEGREES 59 MINUTES 30 SECONDS EAST, ON THE SOUTH LINE OF SAID SUBDIVISION 870.00 FEET; THENCE NORTH 01 DEGREES 49 MINUTES 17 SECONDS EAST, 1530.77 FEET TO A POINT 805.00 FEET EAST OF THE WEST LINE OF SAID SUBDIVISION, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 04 DEGREES 11 MINUTES 25 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION TO THE INTERSECTION WITH THE NORTH LINE OF SAID SUBDIVISION; THENCE NORTH 89 DEGREES 00 MINUTES 30 SECONDS WEST ON THE NORTH LINE OF SAID SUBDIVISION TO THE WESTERLY RIGHT OF WAY OF SHANSE STREET; THENCE SOUTHEASTERLY ON SAID WESTERLY RIGHT OF WAY LINE TO THE INTERSECTION WITH A LINE PARALLEL WITH AND 1530.00 FEET NORTH OF THE SOUTH LINE OF SAID SUBDIVISION; THENCE NORTH 89 DEGREES 59 MINUTES 30 SECONDS WEST, ON SAID PARALLEL LINE 1092.01 FEET TO THE POINT OF BEGINNING, LESS THE NORTH 330.00 FEET





City of Gig Harbor. The "Maritime City"

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

To: MAYOR WILBERT AND CITY COUNCIL
From: KAY TRUITT 
Date: JANUARY 11, 1999
Subject: AGREEMENT FOR ON-LINE ACCESS G.I.S., PIERCE COUNTY

INTRODUCTION

Pierce County Information Services requests authorization and signature for the Pierce County G.I.S. Security Access Agreement.

BACKGROUND/FINANCE

The Agreement for On-line Access to County Information Systems is in accordance with the City of Gig Harbor's 1999 Annual Budget, Fund 101, Street Operating 1999 Capital Outlay, Item #5 - G.I.S. software \$20,000. The terms consist of a portion of the budgeted amount \$15,000. The agreement contains terms for Scope of Service, Fee for Service, Conditions of Use, Security and Liability, System Operations, Pierce County and City Contacts, Security Access Agreements for Employees, Disclaimers and Warranties. The agreement is standard and is required to utilize Pierce County Wide Area Network resources. The contract has been reviewed and approved by Legal Counsel.

RECOMMENDATION

It is recommended that Council motion to sign the Agreement for On-line Access to Pierce County G.I.S.

**PIERCE COUNTY
COMMUNITY INFORMATION/NETWORK SERVICES AGREEMENT #98-9475
FOR ON-LINE ACCESS TO COUNTY INFORMATION SYSTEMS**

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

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

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

The term of this Agreement shall commence on the **11th day of January, 1999**, and shall, unless terminated or renewed elsewhere in the Agreement, terminate on the ___ day of ___ - as per annual renew

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

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

REQUESTOR:

Name _____

Signature _____

Title of Signatory _____

Address: 3105 Judson St.

Gig Harbor, WA. 98335-1221

Mailing Address: _____

Same.

Contact Name: Kay J. Truitt, Information Systems Specialist

Contact Phone: (253) 851-8136 x 247

Contact FAX: (253) 851.8563

PIERCE COUNTY:

Recommended:

Department Director _____
Date _____

Prosecuting Attorney (as to form only) _____
Date _____

Budget and Finance _____
Date _____

Approved:

Executive Director (if applicable) _____
Date _____

or

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

AGREEMENT FOR ON-LINE ACCESS TO COUNTY INFORMATION SYSTEMS

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

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

SCOPE OF SERVICE

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

FEE FOR SERVICE

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

CONDITIONS OF USE

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

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

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

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

Unauthorized copying of the Software, including software that has been modified, merged or included with the Software, or the associated written materials is prohibited. Requestor may not sublicense, assign or transfer this license or the Software except as permitted by County.

LIABILITY

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

SYSTEM OPERATIONS

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

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

CONTACTS

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

SPECIAL PROVISIONS

- 22) Special provisions are listed in Exhibit D.

ATTACHMENT 1

Definitions

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

Exhibit A - On-Line Services from Pierce County

Requestor:	City of Gig Harbor	Contract #:	98-9475	Calendar Year Rates Shown:	1998
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System Name:	CountyView - Pierce County's desktop GIS system
Description of System:	CountyView allows users to access all available GIS data in Pierce County. The system provides users with the ability to display themes of data, perform search and locate, query associated tabular data, perform spatial analysis, and utilize customized County GIS functionality.
Steward:	Information Services Department / GIS Division

Services		Charges	
Use of the CountyView Application	CountyView has been in production for 2.5 years at Pierce County. The software has been customized and optimized for County business functions and includes data management for over 200 themes of data, owner notify application, census query application, locate function, annotation function, road atlas application and customized quick map product generation.	Information Services charges: CountyView Application	0
GIS Hardware	To directly connect to Pierce County's CountyView, the agency will share the use of a powerful Unix server with other agencies. The server can handle approximately 20 concurrent ArcView users. The server will be equipped with the necessary software licenses and for each agency <u>2 gigabytes of disk storage will be reserved</u> for data and projects. The cost of this server is directly paid by the agencies using the system.	Portion of leased server (HW and SW)** There are no fees for upgrades. When the server needs to be upgraded fees will be reassessed	\$5,500
CountyView StartUp Services	<p>StartUp services includes:</p> <ul style="list-style-type: none"> • Training and materials for 0-8 staff on CountyView Lite (4 hr. class) Staff must be familiar with a Windows environment • Analyst assistance (3 hours) to enter Agency data themes into CountyView • Meta data assistance (2 hours) to learn how to prepare data dictionary information • A management presentation on the use and benefit of GIS <p>Startup services do not impact monthly support.</p>	Information Services charges: 500 \$/startup	\$ 500.00
CountyView Agency Support	Analyst assistance for 20 hours per month on GIS project implementations and use of CountyView. Projects can include: - on-call phone support and trouble shooting - advanced training on software functionality - database design and data development (conversion)	50,000/10 Dedicated support staff (2 \$ per mo)	\$ 5000.00

MEMORANDUM

TO: Kay Truitt, Gig Harbor Information Systems Specialist
FROM: Carol Morris, City Attorney
DATE: January 11, 1999
RE: **Contract with Pierce County for Network Connectivity to Wide Area GIS Network**

Kay, in light of your statement that Pierce County will not make any changes to the above agreement, here are my comments:

1. This agreement appears to be subject to RCW 39.04.270. However, if this agreement is for services that only Pierce County can provide, there is no need to advertise and competitively negotiate the contract. Let me know so that if the statute is applicable, we can have the Council make the appropriate findings.
2. In the section entitled "Conditions of Use" (3), the agreement provides that the "requestor represents and agrees that the County information and data systems will not be used for commercial purposes contrary to the requirements of RCW 42.17.260(9) and WAC 390-13-010." The only representation that the City can make, as the "requestor," is that the City will not use the information and data systems for commercial purposes contrary to the requirements of the statutes. Once the information is contained in the City's files, and if it meets the definition of a "public record," the City will be required to disclose it (unless some exemption in RCW 42.17.310 applies). If the public record requestor obtains the information and uses it for some illegal purpose, the City cannot be held responsible.

In Exhibit C, section 5, the City is asked to make the following representation: "RCW 42.17.260(9) prohibits the release of lists of individuals requested for commercial purposes, and Requestor expressly represents that no such use of any such list will be made by Requestor or its transferee(s) or vendee(s)." Again, if the City is required to disclose such information pursuant to a public disclosure request, and the requestor uses the list for commercial purposes, the City does not bear the responsibility. The only action the City can take to prevent such disclosure is to require that the person requesting the information sign a form stating that they understand that they cannot use the information for commercial purposes.



Page two
Memorandum to Kay Truitt
January 11, 1999

3. In section 6(a), the City is required to maintain the "confidentiality" of the County information. However, if the information is subject to a public disclosure request, the City can only maintain such confidentiality as permitted by law. The best way to handle the situation would be to notify the County that the City received a request for such information, and (if the information is not exempt from disclosure in RCW 42.17.310 or other applicable law) that the City will disclose the information after a date certain. The date set by the City for disclosure should be far enough in the future to allow the County time to obtain a protective order in court, if they believe that they need to protect the confidentiality of the information. In other words, we should only be required to notify the County that a request has been made, and let them defend its confidentiality.

In section 6(b), the City is prohibited from releasing information to other entities. Again, if the City receives a request for public records from a requestor (whether it is an individual or entity), the City can only withhold the information if it is exempt from disclosure by applicable law.

4. In section 7, the City is required to give the County notice of a judicial proceeding requesting disclosure of information. The City should not wait until a judicial proceeding has begun. As stated above, the City should immediately notify the County as soon as a public disclosure request has been received, so that the County can fight to keep their information confidential, if they believe that it is confidential.
5. How can anyone determine whether or not they are violating section 8(b)? This section prohibits the City from uploading, posting or otherwise publishing or seeking information "which, under the circumstances and in the County's good faith judgment is, or is likely to be perceived by an intended recipient or target as defamatory, deceptive, misleading, abusive, profane, offensive or inappropriate." The only way the City can ensure that it does not violate this prohibition is to seek written approval from the County each time it contemplates taking such action. Otherwise, you won't know what the "County's good faith judgment" is likely to be



Page three
Memorandum to Kay Truitt
January 11, 1999

In sum, this agreement gives the City unlimited liability. In Section 11, the City is required to indemnify the County for any claims, fines, liability, etc., made by any person as a result of the County's making the information available to the City. This means that the City could be held liable for release of information under the following scenario: (1) the City receives a public information request; (2) notifies the County that such request has been submitted; (3) gives the County enough time to respond by obtaining a protective order; (4) the County does not do so; (5) the City releases the information because it is not aware of any reason the information cannot be disclosed; and (6) a person sues the County and City for release of such information.

I do not recommend that the City sign this agreement as written. If the Council authorizes the Mayor to sign this agreement, the City should develop forms to give to people making requests for the information so that they are aware of the various disclaimers. Are there any special provisions? If not, Exhibit D should be eliminated.

Call me if you have any questions.

EXHIBIT B

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

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

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

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

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

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

Agency/Employer: City of Gig Harbor

Employee/Contractor Name: Kay J. Truitt

Employee Title: Information Systems Specialist

Date: 01/05/99 Employee Signature: 

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

Agency/Employer: City of Gig Harbor

Employee/Contractor Name: Wes Hill

Employee Title: PUBLIC WORKS

Date: 1/5/98 Employee Signature: Wes Hill

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

Agency/Employer: City of Gig Harbor

Employee/Contractor Name: Maureen Whitaker

Employee Title: Public Works Assistant

Date: 1/5/99 Employee Signature: Maureen Whitaker

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

Agency/Employer: City of Gig Harbor

Employee/Contractor Name: Jami Chunn

Employee Title: Public Works Clerk

Date: 1/5/99 Employee Signature: Jami Chunn

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

Agency/Employer: City of Gig Harbor

Employee/Contractor Name: David Skinner

Employee Title: Project Engineer

Date: 1/5/99 Employee Signature: 

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

Agency/Employer: City of Gig Harbor

Employee/Contractor Name: Willy Hendrickson

Employee Title: ENGINEERING TECHNICIAN

Date: 1/5/93 Employee Signature: William Hendrickson

EXHIBIT B

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

Agency/Employer: City of Gig Harbor

Employee/Contractor Name: Jerry Erb

Employee Title: WWTF SUPERVISOR

Date: 1/5/99 Employee Signature: Jerry Erb

EXHIBIT B

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

Agency/Employer: City of Gig Harbor

Employee/Contractor Name: Dave Brereton

Employee Title: Public works supervisor

Date: 1-5-1999 Employee Signature: Dave Brereton

EXHIBIT C

DISCLAIMERS TO and WARRANTY BY USERS of PIERCE COUNTY DATA

1. Limitations

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

2. Data Interpretation

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

3. Spatial Accuracy

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

4. No County Liability

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

5. Requestor's Warranty Against Commercial Use of Lists

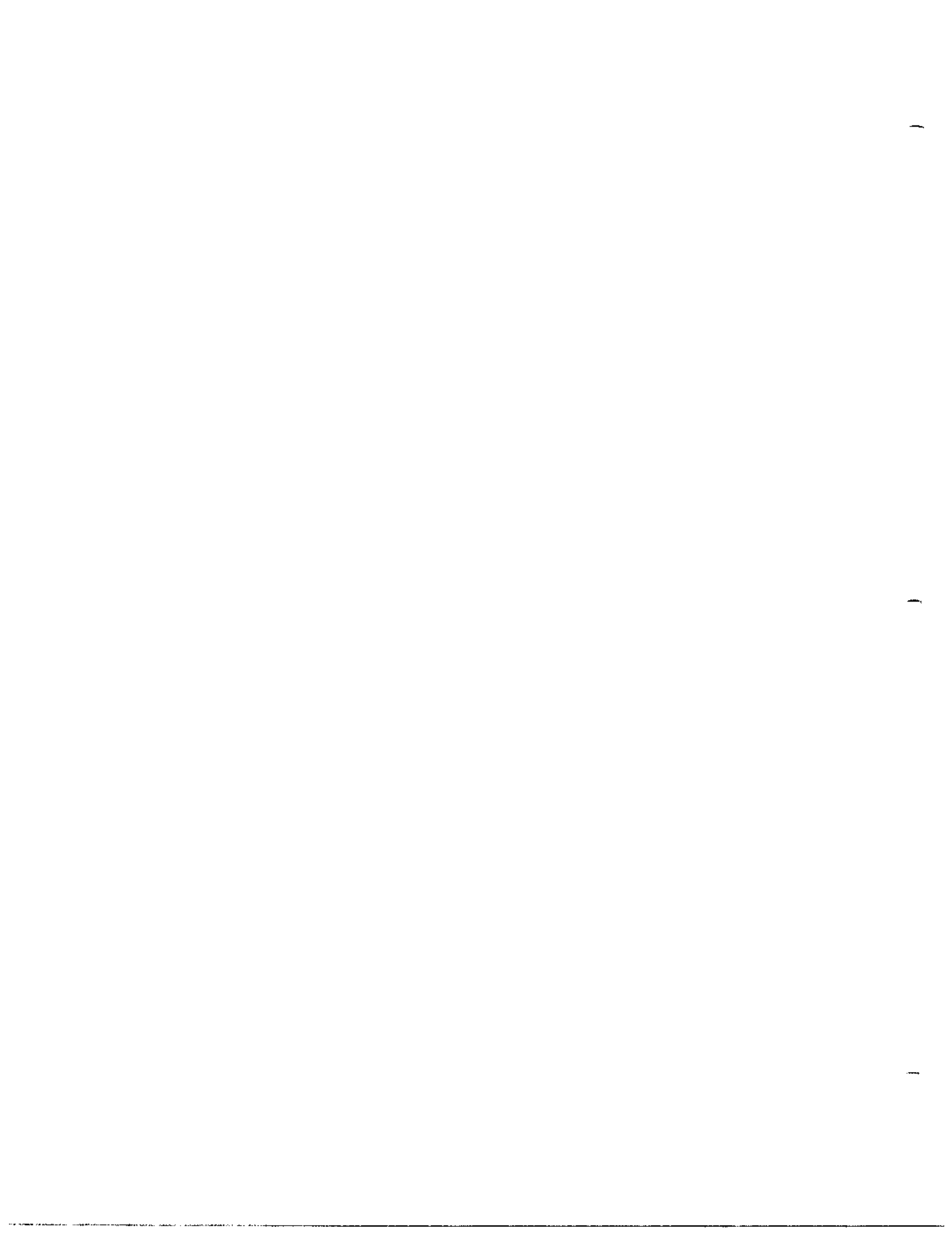
RCW 42.17.260(9) prohibits the release of lists of individuals requested for commercial purposes, and Requestor expressly represents that no such use of any such list will be made by Requestor or its transferee(s) or vendee(s). "Commercial purposes" means contacting or in some way personally affecting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

6. Project Data

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

Firm: _____ Authorized Agent: _____ Date: _____

EXHIBIT D
SPECIAL PROVISIONS





City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: AMENDED SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM, 1999-2004
DATE: JANUARY 5, 1999

INTRODUCTION/BACKGROUND

Local agencies are required to prepare six-year transportation improvement programs under RCW 35.77.010. State and federal funding for transportation projects are also tied to approved 6-year transportation improvement programs. Council adopted the current Six-Year Transportation Improvement Program (TIP) subsequent to a public hearing on June 22, 1998 (Resolution No. 519).

The following events occurred after adoption of the current 6-year TIP:

1. The Transportation Improvement Board (TIB) notified the City that it had approved a grant for the Phase 2 sidewalk improvements on 38th Avenue. The TIB grant allows a combination of the Phase 1 and Phase 2 projects.
2. The bids for the Rosedale Street Improvement Project were opened in July, and all bids were rejected to allow readvertisement for bids during a more competitive bidding climate.
3. The advisory vote was conducted for placing a toll on the Tacoma Narrows Bridge to finance design and construction of a second bridge.
4. The design of the East/West Road has progressed sufficiently to allow a more refined estimate of probable project costs.

The attached Amended 6-Year Transportation Improvement Program for 1999 through 2004 revises the previously adopted TIP in response to the above events. The TIP is consistent with the City of Gig Harbor Transportation Plan (December 1994)

FISCAL CONSIDERATIONS

Adoption of the Six Year Transportation Improvement Program does not directly affect the City's finances. Fiscal impacts are evaluated during the annual budgeting process. Depending upon the availability of funds and other considerations, the Council may elect to fund more or fewer projects, and/or change project priorities.

RECOMMENDATION

Staff recommends that the Council move and approve the attached Amended Six-Year Transportation Improvement Program (1998-2004), and the adopting resolution.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, REPEALING RESOLUTION NO. 519, ADOPTING AN AMENDED SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM, AND DIRECTING THE SAME TO BE FILED WITH THE STATE SECRETARY OF TRANSPORTATION AND THE TRANSPORTATION IMPROVEMENT BOARD.

WHEREAS, pursuant to the requirements of Chapters 35.77 and 47.26 RCW, the City Council of the City of Gig Harbor has previously adopted a Comprehensive Transportation Plan and Transportation Improvement Program, including an arterial street construction program, and thereafter periodically modified said comprehensive transportation program by resolution, and

WHEREAS, on June 22, 1998 the City Council adopted a Six-Year Transportation Improvement Program for 1999-2004 under Resolution No. 519, and

WHEREAS, the City Council has reviewed the work accomplished under the said Program, determined current and future City street and arterial needs, and based upon these findings has prepared an amended Six-Year Transportation Improvement Program for 1999 to 2004, and

WHEREAS, a public hearing was held on the said amended Six-Year Transportation Improvement Program on January 11, 1999, and

WHEREAS, the City Council finds that there will be no significant adverse environmental impacts as a result of adoption or implementation of the amended Six-Year Transportation Improvement Program,

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

Section 1. Resolution Repealed. Resolution No. 519 adopted by Council on June 22, 1998 is repealed, and shall no longer be in force and effect.

Section 2. Program Adopted. The amended Six-Year Transportation Improvement Program for the City of Gig Harbor, as revised and extended for the ensuing six (6) calendar years (1999-2004, inclusive), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference as if fully set forth herein, which Program sets forth the project location, type of improvement and the estimated cost thereof, is hereby adopted and approved.

Section 3. Filing of Program. Pursuant to Chapter 35.77 RCW, the City Clerk is hereby authorized and directed to file a copy of this resolution forthwith, together with the Exhibit A attached hereto, with the Secretary of Transportation and a copy with the amended Transportation Improvement Board for the State of Washington.

RESOLVED this ____ day of January, 1999

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

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

Agency City of Gig Harbor
County No. 27
City No. 0490
MPO Puget Sound Regional Council

Hearing Date December 14, 1999
Adoption Date
Resolution No.

FUNCTIONAL CLASS. (1)	PRIORITY NUMBER	PROJECT IDENTIFICATION A. FEDERAL AID NO. B. BRIDGE NO. C. PROJECT TITLE D. STREET/COUNTY ROAD NAME OR NUMBER E. TERMINAL BEGINNING AND END F. DESCRIBE WORK TO BE DONE	IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH	UTILITY CODE(S)	PROJECT PHASE	MONTH/YEAR PHASE STARTS	PROJECT COSTS IN THOUSANDS OF DOLLARS						EXPENDITURE SCHEDULE (Local Agency)				FEDERALLY FUNDED PROJECTS ONLY										
									FUND SOURCE INFORMATION						1st	2nd	3rd	4th thru 6th	ENVR. TYPE	RW REQ. Y/N DATE MONTH/YR									
									FEDERAL FUND CODE	FEDERAL COST BY PHASE	RAP CAPP TIA UATA OTHER	STATE FUNDS	LOCAL FUNDS	TOTAL															
16	1	A) -, B) - C) EAST-WEST (BORGEN) ROAD CONSTR.(Ph. 1) D) East-West Road E) Swede Hill Interchange (SR-18) to Peacock Hill Ave. F) Complete design of 5-lane section, construct 2- / 3-lane section and roundabout, incl. curb, gutter, and S/W on one side, stormwater drainage, detention, and water quality facilities, wetland mitigation, channelization, & provisions for future lighting, utilities and signalization.	01	F	1.81	CPS TGW	PE RW CONST TOTAL	05/97 01/97 06/99			36 100 788 1,635 2,459		14	477	491	50	100	2,800	2,950	14	477			EIS CE EA	Y/N DATE				
16	2	A) -, B) - C) ROSEDALE STREET IMPROVEMENTS D) Rosedale Street (3330) E) Harborview Drive to West of Shirley Avenue F) Minor widening to provide two thru lanes, curbs & gutters, limited parallel parking on one side, storm sewer improvements, bicycle lane, planter strip, sidewalk on one side, channelization, landscaping, & provisions for lighting, & signal at Stinson Ave. (In conjunction w/ A/C water main replacement, & sanitary sewer improvements.)	03, 05, 06	F	0.50	CPO TGW	PE RW CONST TOTAL	08/97 05/99						569	569	5	9	418	967	418					EIS CE EA	N			
16	3	A) -, B) - C) KIMBALL DR. PK & RIDE EXP. & REL. TRF. FAC. IMP. D) Pioneer Way (3324) E) Grandview Street to Stinson Avenue F) Expand & impr. ex. Pierce Transit pk. & ride fac., incl. new transit ctr., paving, landscap., lighting, rev'd pwr. poles, & storm drain. system. Constr. new traffic signal at Pioneer Way, & upgrade signals at Stinson Ave. & Grandview St. intersections w/ Kimball Drive, incl. signal interconn. & priority op., channelization, A/C water main replcmnt., and pavement reconstruction.	03, 06, 12, 21	F	0.10	PTW	PE RW CONST TOTAL	05/98 06/99	S3						940	940			40	1,090	40					EIS CE EA	Y DATE		
16	4	A) -, B) - C) POINT FOSDICK DRIVE IMPROVEMENTS (Ph. 1) D) Point Fosdick Drive E) 1,000-ft. South of Olympic Dr. to 44th Street F) Reconstruction to provide a 5-lane section, w/ bicycle lanes, curbs, gutters, sidewalks, and landscaped planter strip on both sides, left-turn pockets / landscaped median where feasible, storm sewer improvements, and provisions for lighting, and future traffic signal at 44th St.	03, 04, 06	F	0.27	CP TGW	PE RW CONST TOTAL	01/99 08/99												7	587	7	48					EIS CE EA	Y/N DATE

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									FUND SOURCE INFORMATION						1st	2nd	3rd	4th thru 6th	ENVR. TYPE	RAW REQ. Y/N DATE MONTH/YR	
									FEDERAL FUNDING		RAP CAPP TIA UATA OTHER	STATE FUNDS	LOCAL FUNDS	TOTAL							
									FEDERAL FUND CODE	FEDERAL COST BY PHASE											
17	5	A) -, B) - C) 38TH AVENUE IMPROVEMENTS (Phase 1) D) 38th Avenue E) 50th Street to City Limits F) Preliminary design of a 2-/3-lane section, w/ median &/or left turn pockets, bicycle lanes, curbs, gutters, sidewalks, and landscaped planter strip on both sides, storm sewer improvements, and lighting. Final design for & construction of sidewalk & open ditch on east side only.	03 05 06	F	0.84	CPO TGW	PE RW CONST TOTAL	01/00 05/00 			22 124 146		20 42 62	42 186 208		20				EIS CE EA	Y/N DATE
00 (18)	6	A) -, B) - C) KIMBALL DRIVE IMPROVEMENTS D) Kimball Drive E) Pioneer Way to Hunt Street F) Reconstruction to provide a 3-lane section w/out bicycle lanes within the current curb-to-curb width. Completion of curb, gutter, & sidewalk on the east side only. Limited storm sewer improvements, and provisions for future lighting.	03 05	F	0.41	CPT	PE RW CONST TOTAL	01/99 07/00 	STP(U)				42 0 51 83	42 378 420	15	27				EIS CE X EA	N DATE
19	7	A) -, B) - C) HARBORVIEW DRIVE IMPROVEMENTS D) Harborview Drive E) Soundview Drive to Street End F) Reconstruction, including minor widening for on-street angle parking (north end, west side), storm sewer improvements, curbs, gutters, sidewalk on one side, landscaped planter strip where feasible, and lighting.	03 05	F	0.22	CPT	PE RW CONST TOTAL	02/00 07/00 	STP(E)				21 50 101 122	21 161 172		21				EIS CE X EA	N DATE
17	8	A) -, B) - C) 38TH AVENUE IMPROVEMENTS (Phase 2) D) 38th Avenue E) 50th Street to City Limits F) Complete design, & construct 2- / 3-lane section, w/ landscaped median/left turn pockets, & w/ bicycle lanes, curbs, and gutters on both sides, a landscaped planter strip and sidewalk on the east side only, storm sewer improvements, and provisions for future lighting. Constr. in conj. w/ or subsequent to san. sew. consistent w/ Comp. San. Sew. Plan.	03 05 06	P	0.84	CPO TGW	PE RW CONST TOTAL	09/01 06/02 					90 791 881	90 791 881			90			EIS CE EA	Y/N DATE

Agency City of Gig Harbor
County No. 27
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FUNCTIONAL CLASS (1)	PRIORITY NUMBER	PROJECT IDENTIFICATION A. FEDERAL AID NO. B. BRIDGE NO. C. PROJECT TITLE D. STREET/COUNTY ROAD NAME OR NUMBER E. TERMINAL BEGINNING AND END F. DESCRIBE WORK TO BE DONE	IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH	UTILITY CODE(S)	PROJECT COSTS IN THOUSANDS OF DOLLARS										EXPENDITURE SCHEDULE (Local Agency)				FEDERALLY FUNDED PROJECTS ONLY	
							PROJECT PHASE	MONTH/YEAR PHASE STARTS	FUND SOURCE INFORMATION					TOTAL	1st	2nd	3rd	4th thru 6th	ENVIR TYPE	RAW REQ. Y/N DATE MONTH/YR		
									FEDERAL FUNDING		RAP CAPP TIA UATA OTHER	STATE FUNDS	LOCAL FUNDS									
									FEDERAL FUND CODE	FEDERAL COST BY PHASE												
19	9	A) -, B) - C) FRANKLIN AVENUE IMPROVEMENTS D) Franklin Avenue E) Burnham Drive to Peacock Hill Avenue F) Reconstruction to provide a full-paved width street section, with curbs, gutters, and sidewalks on both sides, storm sewer improvements, landscaping, lighting, water main replacement, and traffic calming features. Project will be performed in conjunction with a water main replacement.	03		0.23	CPT	PE	01/01						19	19				EIS	Y/N		
						RAW													CE	DATE		
						CONST	07/01						167	167					EA			
						TOTAL							186	186								
19	10	A) -, B) - C) FULLER STREET IMPROVEMENTS D) Fuller Street E) Franklin Avenue to Prentice Avenue F) See Franklin Avenue (No. 14)	03		0.08	CPT	PE	01/01						4	4				EIS	Y/N		
						RAW													CE	DATE		
						CONST	07/01						38	38					EA			
						TOTAL							42	42								
16	11	A) -, B) - C) POINT FOSDICK DRIVE IMPROVEMENTS (Ph. 2) D) Point Fosdick Drive E) 44th Street to City Limits (4000 block) F) Reconstruction to provide a 3-lane section, w/ bicycle lanes, curbs, gutters, sidewalks, and landscaped planter strip on both sides, left-turn pockets / landscaped median where feasible, storm sewer improvements, and lighting.	03 04 06	P	0.25	CPT GW	PE	06/01	STP(U)	43	16 (Dev.)			7	66				EIS	N		
						RAW													CE	DATE		
						CONST	06/02			313	118 (Dev.)			48	479			48	EA			
						TOTAL				358	134			55	645							
16	12	A) -, B) - C) OLYMPIC DRIVE/56th STREET IMPROVEMENTS D) Olympic Drive & 56th Street E) 950-ft. west of Point Fosdick Drive to 38th Avenue F) Reconstruction to provide a 5-lane section, w/ bicycle lanes, curbs, gutters, sidewalks, and landscaped planter strip on both sides, left-turn pockets / landscaped median where feasible, storm sewer improvements, lighting, and provisions for future signal at Olympic Dr.-56th St. intersection.	03 04 06	P	0.49	CPS TGW	PE	06/01	STP(U)	105	49 (UATA, Dev.)			6	161				EIS	N		
						RAW													CE	DATE		
						CONST	06/02			771	360 (UATA, Dev.)			50	1,180			50	EA			
						TOTAL				876	409			56	1,341							

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							PROJECT PHASE	MONTH/YEAR PHASE STARTS	FUND SOURCE INFORMATION					TOTAL	1st	2nd	3rd	4th thru 6th	ENVIR. TYPE	RAW REQ. Y/N DATE MONTH/YR		
									FEDERAL FUNDING		RAP CAPP TIA UATA OTHER	STATE FUNDS	LOCAL FUNDS									
									FEDERAL FUND CODE	FEDERAL COST BY PHASE												
19	13	A) -- , B) -- C) PRENTICE STREET IMPROVEMENTS D) Prentice Street E) Burnham Drive to Fennimore Street F) Minor widening, including curbs and gutters on both sides, sidewalk(s), storm sewer improvements, landscaped planter strip where feasible, and lighting.	03 05		0.30	CPT	PE	04/01						10	10				10		EIS	Y/N
							RAW														CE	DATE
							CONST	06/02		25 (TIA Ped.)			49	74					49		EA	
							TOTAL			25			59	84								
00 (17)	14	A) -- , B) -- C) BURNHAM DRIVE IMPROVEMENTS D) Burnham Drive E) Franklin Avenue to Harborview Drive F) Reconstruction, including minor widening, curbs, gutters, sidewalks, storm sewer improvements, landscaped planter strips, and lighting. Project will be performed in conjunction with water main replacement.	03 05		0.28	CPT	PE	01/03						27	27					27	EIS	Y/N
							RAW														CE	DATE
							CONST	07/03					202	202					202		EA	
							TOTAL						229	229								
19	15	A) -- , B) -- C) BRIARWOOD LANE IMPROVEMENTS D) Briarwood Lane E) Point Fosdick Drive to 38th Avenue F) Construct curbs, gutters and sidewalk/pedestrian pathway on at least the south side, planter strip(s), traffic islands, and lighting. (03) Interim improvement to restore gravel shoulder on south side.	01		0.59	CPS TG	PE	06/02						25	25					25	EIS	Y/N
							RAW														CE	DATE
				P			CONST	06/99 06/03		25 (TIA Ped.)			185	210	20				165		EA	
							TOTAL			25			210	235								
00 / 16	16	A) -- , B) -- C) VERNHARDSEN STREET IMPROVEMENTS D) Vernhardsen Street / 96th Street E) Peacock Hill Avenue to City Limits F) Minor widening, pavement restoration and/or overlay, storm sewer, curbs, gutters, and sidewalk(s), bicycle lanes (east of N. Harborview Drive), and channelization. Project will be performed in conjunction with water main improvements.	05 07		0.34	W	PE	10/02						16	16					16	EIS	Y/N
							RAW														CE	DATE
				P			CONST	05/03		25 (TIA Ped.)			123	148					123		EA	
							TOTAL			25			139	164								

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									FUND SOURCE INFORMATION						1st	2nd	3rd	4th thru 6th	ENVR. TYPE	RAW REQ. Y/N DATE MONTH/YR	
									FEDERAL FUNDING		RAP CAPP TIA UATA OTHER	STATE FUNDS	LOCAL FUNDS	TOTAL							
									FEDERAL FUND CODE	FEDERAL COST BY PHASE											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
16	17	A) --, B) -- C) ROSEDALE STREET IMPROVEMENTS (Phase 2) D) Rosedale Street E) State Route 16 to City Limits (64th Ave. NW) F) Minor widening to provide 2-thru lanes, channelization, left-turn pockets, bicycle lanes, curbs, gutters, & SAW on both sides, storm, provisions for / landscaping & lighting, & provisions for a signal at the Skansie Avenue intersection.	03 05	P	0.53	CPT	PE RW CONST TOTAL	04/03 06/04 	STP(U)	58 435 494	 	 	10 68 78	69 503 572	 	 	 	 	10 68 	EIS CE X EA	N DATE
00 (17)	18	A) --, B) -- C) GRANDVIEW STREET IMPROVEMENTS D) Grandview Street E) Silinson Avenue to Soundview Drive F) Minor widening, including curbs, gutters, sidewalk on at least one side, storm sewer improvements, landscaping, and lighting. Project will be performed in conjunction with water main replacement, and subsequent to civic center development.	03 05		0.51	CPT	PE RW CONST TOTAL	04/03 06/04 	 	 	 	60 367 417	50 367 417	 	 	 	 	50 367 	EIS CE EA	Y/N DATE 	
16	19	A) --, B) -- C) 56th ST. / PT. FOSDICK DR. IMPROVEMENTS D) 56th Street & Point Fosdick Drive E) Olympic Drive to Olympic Drive F) Reconstruction to provide a 3-lane section, w/ bicycle lanes, curbs, gutters, sidewalks, and landscaped planter strip on one or both sides, left-turn pockets / landscaped median where feasible, storm sewer improvements, and lighting.	03 04 06	P	0.55	CP TGW	PE RW CONST TOTAL	04/03 06/04 	STP(U)	93 679 772	38 (TIB, Dev.) 286 (TIB, Dev.) 325	 	10 74 84	142 1,040 1,182	 	 	 	10 74 	EIS CE X EA	N DATE 	
16	20	A) --, B) -- C) ROSEDALE STREET IMPROVEMENTS (Phase 3) D) Rosedale Street E) Shirley Avenue to State Route 16 F) Minor widening to provide 2-thru lanes, with parallel on-street parking where feasible and desired, curbs, gutters, storm sewer improvements, bicycle lane and sidewalk on one side, and provisions for / landscaping and lighting.	03 05	P	0.34	CPT	PE RW CONST TOTAL	04/04 	STP(U)	35 35	 	5 5	40 40	 	 	 	 	5 	EIS CE X EA	N DATE 	

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									FUND SOURCE INFORMATION						1st	2nd	3rd	4th thru 6th	ENVIR TYPE	RW REQ. Y/N DATE MONTH/YR		
									FEDERAL FUNDING	FEDERAL FUND CODE	FEDERAL COST BY PHASE	RAP CAPP TIA UATA OTHER	STATE FUNDS	LOCAL FUNDS							TOTAL	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21		
00 (17)	21	A) - , B) - C) JUDSON STREET IMPROVEMENTS D) Judson Street E) Pioneer Way to Soundview Drive F) Minor widening for left-turn pockets or on-street parallel parking where feasible, with curbs, gutters, and sidewalks on both sides, storm sewer improvements, landscaping, and lighting.	03 05		0.21	CPT	PE RW CONST TOTAL	04/02 - - -						26 - - 26	26 - - 26				26	EIS - CE - EA - -	Y/N - DATE - -	
(16)	22	A) - , B) - C) EAST-WEST (BORGEN) ROAD CONSTR. (Ph. 2) D) East-West Road E) Swede Hill Interchange (SR-16) to W. of Woodridge F) Construct additional improvements for a full, five-lane section, including left turn pockets/ landscaped median, bicycle lane, curb, gutter, and sidewalk, on both sides, storm drainage, channelization, and provisions for installation of lighting & signalization. Project to be coordinated with water, sanitary sewer and other utilities.	01	F P	1.41	CPS TGW	PE RW CONST TOTAL	05/97 - 08/04 -	STP(U)										123	EIS X - CE - EA - -	N - DATE - -	
(16)	23	A) - , B) - C) CRESCENT VALLEY CONNECTOR D) East-West (Borgen) Road E) Peacock Hill Avenue to Crescent Valley Road F) Purchase right-of-way, design and construct a 2- / 3-lane road, including paved shoulders, storm drainage improvements, landscaping and limited lighting.	03		1.00	CPTG	PE RW CONST TOTAL	01/03 01/04 06/04 -	STP(U)	223	228 (Dev.) 260 (Dev.) 1,637			35 - 256 290	486 250 3,564 4,300				486 250 255	EIS X - CE - EA - -	Y - DATE - -	
(17)	24	A) - , B) - C) NORTH-SOUTH CONNECTOR D) North-South Connector E) East-West Road to Peacock Hill Avenue F) Corridor preservation for north-south circulation & access in the Gig Harbor North area, consistent with and as identified in the comprehensive plan. Preliminary planning and right-of-way purchase only.	01		0.91	PW	PE RW CONST TOTAL	- 01/98 - -												75 - - 75	EIS - CE - EA - -	Y/N - DATE - -

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									FUND SOURCE INFORMATION						1st	2nd	3rd	4th thru 6th	ENVIR. TYPE	R/W REQ. Y/N DATE MONTH/YR	
									FEDERAL FUNDING		RAP CAPP TIA UATA OTHER	STATE FUNDS	LOCAL FUNDS	TOTAL							
									FEDERAL FUND CODE	FEDERAL COST BY PHASE											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
17	25	A) -, B) -- C) HUNT STREET CROSSING OF SR-16 D) Hunt Street E) Kimball Drive to 38th Avenue F) Design, purchase right-of-way, and construct a 2-lane undercrossing of SR-16, incl. left-turn pockets at intersections, w/ bike lanes, curbs, gutters and sidewalks on both sides, storm sewer improvements, landscaped median & planter strips, architectural lighting, channelization, and signals. (SR-16 / congestion relief.)	01 03	P	0.21	CPO TGW	PE RW CONST TOTAL	01/03 01/04 06/04 ---	STP(U)	585 649 3,870 5,104	720 (TIB, Dev.) 801 (TIB, Dev.) 4,777 (TIB, Dev.) 6,298	---	45 50 303 388	1,350 1,500 8,950 11,800				45 50 303 ---	EIS X CE EA ---	Y DATE ---	
00	26	A) -, B) -- C) DOWNTOWN PARKING LOT CONSTRUCTION D) Downtown Parking Lot E) Central Business District F) Construct additional off-street parking in conformance w/ the City's Design Guidelines to supplement existing public and private parking opportunities in the central downtown business district. Assumes land donation / lease by others.	01		0.03	PW	PE RW CONST TOTAL	01/99 --- 07/99 ---					4 --- 46 50	4 --- 46 50	4 --- 46 ---				4 --- 46 ---	EIS --- CE EA ---	Y/N DATE ---
16, 17	27	A) -, B) -- C) STREET LIGHTS D) Minor and Collector Arterials E) Various Locations F) Install underground power and street lights in conformance with the City's Design Guidelines to enhance pedestrian and vehicle safety, & neighborhood aesthetics.	06				PE RW CONST TOTAL	--- --- --- ---					--- --- 135 135	--- --- 25 135	--- --- 10 10	--- --- 10 10	--- --- 90 90	EIS --- CE EA ---	Y/N DATE ---		
-	28	A) -, B) -- C) REPAIR & RESTORATION OF VARIOUS STREETS D) -- E) -- F) Miscellaneous street and storm drainage improvements within the public right-of-way, including maintenance overlays.	03 07				PE RW CONST TOTAL	--- --- --- ---					--- --- 400 400	--- --- 50 400	--- --- 50 400	--- --- 60 60	--- --- 60 60	--- --- 230 230	EIS --- CE EA ---	Y/N DATE ---	



City of Gig Harbor. The "Maritime City"

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

SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN NARRATIVE 1999-2004 (Amended)

1) EAST-WEST (Borgen) ROAD: Swede Hill Interchange to Peacock Hill Avenue, Phase I

This is a public-private sector project involving the City, Pierce County, and the property owners-developers along the project alignment. The property owners-developers agreed to provide 100-ft. of right-of-way for a full-five lane urban section subject to construction of a two-lane roadway (Phase 1). Pierce County agreed to pay a prorated share, not to exceed \$1-million, of the City's costs for design and construction of a two lane roadway, and design of a full five-lane improvement. Based on agreement with the principle stakeholders, including the Washington State Department of Transportation, the Phase 1 project will construct a roundabout intersection connecting the East-West Road, Canterwood Boulevard, Burnham Drive, the northbound ramps to and from State Route (SR) 16, and the Swede Hill overcrossing of SR-16. The remainder of the Phase 1 project will provide two travel lanes, storm drainage improvements (including stormwater detention and water quality facilities), and curb, gutter, planter strip, and sidewalk on the south side extending east from the roundabout to Peacock Hill Avenue. This street will relieve existing traffic congestion on City streets serving the area north and east of the City, and provide access for development in the Gig Harbor North area. Additional improvements include wetland mitigation, and provisions for lighting and underground utilities. Anticipated features for the fully developed street section include a landscaped median with left-turn pockets, architectural lighting, water, sanitary sewer, storm sewer, and a bicycle lane, curb, gutter, and sidewalk on each side. Project design, and environmental documentation and permit applications were initiated in 1997 and 1998, and are expected to be complete in early 1999. Construction will be contingent on securing a source or sources of supplemental funding.

2) ROSEDALE STREET: Harborview Drive to West of Shirley Avenue

This project includes pavement reconstruction, and widening to provide concrete curb and gutter on both sides, a short segment of on-street parking, a bicycle lane on the north side (uphill lane), sidewalk on at least one side of the street, a retaining wall, rockeries, and landscaping. The project also includes storm sewer improvements, asbestos-cement water main replacement, and provisions for future architectural street lights, and a signal at the Stinson Avenue intersection. Federal-aid (ISTEA) funds are involved in the street (including storm sewer) improvement and water main replacement components of this project. The project was bid in 1998, and will be revised for bid advertisement in 1999.

3) KIMBALL DRIVE PARK & RIDE EXPANSION AND RELATED TRAFFIC FACILITY IMPROVEMENTS:

This project will approximately double the capacity, replace deteriorated pavement, and construct a pedestrian-transit center, landscape buffer, lighting, storm drainage facilities,

and related improvements for the Pierce Transit Park and Ride on Kimball Drive. The project also provides for a new traffic signal at the Pioneer Way-Kimball Drive intersection; channelization on Pioneer Way and the northern terminus of Kimball Drive; enhancement of the signal at Pioneer Way-Stinson Avenue intersection and replacement of the signal at the Pioneer Way-Grandview Street intersection; signal interconnect for signal coordination; signal controller and controller modifications for separate priority signal control for emergency and transit vehicles; asbestos-cement water main replacement in Pioneer Way; and reconstruction of the pavement section for Pioneer Way and the Kimball Drive approach to the Pioneer Way intersection. Federal Aid (Highway and Transit Administrations), Pierce Transit, Fire District 5, and private funds are involved in this project. Pierce Transit will be the lead agency for design due to the source of design funding for their portion of the work, and the City will be the lead agency for construction contract inspection and administration. Project design began in May 1998, and will be approximately 60% complete prior to 1999.

4) POINT FOSDICK DRIVE IMPROVEMENTS, PHASE 1: 1,000-feet south of Olympic Drive to 44th Street (Private), Phase I

This project will complete the five-lane widening along the commercial frontages on Point Fosdick Drive south of the improvements completed in 1997, and eliminate deteriorated portland-cement concrete pavement, and narrow shoulders. The contemplated improvements include four through lanes, left-turn pockets/landscaped median, bicycle lanes, curbs, gutters, landscaped planter strips, sidewalks, storm sewer improvements, and provisions for lighting, and a signal at 44th Street. Urban Arterial Trust Account (UATA) funding participation in the amount of \$482,000 of eligible project costs has been approved by the Transportation Improvement Board (TIB).

5) 38th AVENUE IMPROVEMENTS, PHASE 1: 56th Street to City Limits

This project will design a full 2 and 3-lane structural pavement section, including landscaped median and/or left turn pockets, through lanes, bicycle lanes, provisions for future lighting, and curb, gutter, landscaped planter strip and sidewalk on both sides. Design for the full improvements will be performed through the preliminary (30%) completion level. Design will be completed for construction of a sidewalk and open storm drainage improvements on the east side only. TIB funding under the Pedestrian Facilities Program will provide funding for up to \$146,000 of eligible design and construction costs for the sidewalk improvements.

6) KIMBALL DRIVE IMPROVEMENTS: Pioneer Way to Hunt Street

This project involves reconstruction of Kimball Drive to replace deteriorated pavement, and provide a three-lane section within the existing curb-to-curb street width, completion of the curb, gutter and sidewalk on the east side of Kimball Drive, limited storm sewer improvements, and provisions for future lighting. Preparation of contract documents (PS&E) and construction may be deferred until additional funds are available to supplement City funds and developer contributions. Federal-aid funding is assumed for construction only.

7) HARBORVIEW DRIVE IMPROVEMENTS: Soundview Drive to Street End

This project will be performed in conjunction with the Harborview Drive Street End Viewpoint improvement project subject to supplemental funding. Federal-aid funding assistance is assumed under the enhancement program. The project follows replacement of an asbestos-cement water main in 1998. The improvements will consist of minor widening on the northern portion for parking, storm sewer system, curbs and gutters on both sides, sidewalk on at least one side, and architectural lighting. A landscaped planter strip may be included depending on space availability.

8) 38th AVENUE IMPROVEMENTS, PHASE 2: 56th Street to City Limits

This project will complete the design, and construct the street and storm sewer improvements initiated under Phase 1. Estimated project costs are based on design and construction of a full 2 and 3-lane structural pavement section, including median and/or left turn pockets, through lanes, bicycle lanes, curb and gutter on both sides, landscaped planter strip on the east side only, and provisions for future architectural lighting. Construction should be coordinated with or subsequent to construction of a sanitary sewer line in 38th Avenue (consistent with the Comprehensive Sanitary Sewer Plan).

9) FRANKLIN AVENUE IMPROVEMENTS: Burnham Drive to Peacock Hill Avenue

This project will reconstruct a deteriorated residential street, and provide a pedestrian link with Burnham Drive, Peacock Hill Avenue and the Finholm-Fuller Street View Climb connection to North Harborview Drive. The street will be reconstructed to provide a full-paved width residential street section with storm drainage improvements, and curbs, gutters, sidewalks and landscaped planter strips on both sides of the street. The project will be performed in conjunction with replacement of an existing asbestos-cement water main, and will include traffic calming features appropriate to the residential setting.

10) FULLER STREET IMPROVEMENTS: Franklin Avenue to Prentice Avenue (See Franklin Avenue)

11) POINT FOSDICK DRIVE IMPROVEMENTS, PHASE 2: 44th Street (Private) to City Limits

This project would widen Point Fosdick Drive to provide a two and three-lane parkway section extending to the City limits consistent with the Design Manual. The contemplated improvements include two through lanes, left-turn pockets/landscaped median, bicycle lanes, curbs, gutters, landscaped planter strips, sidewalks, storm sewer improvements, and architectural lighting. Federal-aid and TIB funding assistance are assumed for design and construction, as are impact fees for capacity improvements.

12) OLYMPIC DRIVE/56th STREET IMPROVEMENTS: 950-feet west of Point Fosdick Drive to 38th Avenue

This project involves widening Olympic Drive to a five-lane section to include left turn pockets/landscaped median, bicycle lanes, curbs, gutters, landscaped planter strips, sidewalks, and architectural lighting. The project would also include provisions for future

signalization at the 56th Street-Olympic Drive intersection. These improvements are anticipated necessary to accommodate current and future development, and increased traffic volumes. Federal-aid and TIA/UATA funding assistance are assumed, as are impact fees for capacity improvements.

13) PRENTICE STREET IMPROVEMENTS: Burnham Drive to Fennimore Street

Improvements for this project are primarily intended to provide pedestrian linkages for the Harbor Ridge Middle School, and include minor widening, storm sewer system, curbs, gutters, sidewalks, landscaping, and architectural lighting. TIB funding assistance under the Pedestrian Facilities Program is assumed.

14) BURNHAM DRIVE IMPROVEMENTS: Franklin Avenue to Harborview Drive

This reconstruction project will revise the vertical alignment for improved sight distance, and include minor widening, storm sewer system, asbestos-cement water main replacement, curbs, gutters, sidewalks, landscaping and architectural lighting. TIB funding assistance under the Pedestrian Facilities Program is assumed.

15) BRIARWOOD LANE IMPROVEMENTS: Point Fosdick Drive to 38th Avenue

This project includes a sidewalk or pedestrian path on at least the south side to provide for separation of pedestrians and vehicles. Other potential improvements include modifications to the vertical alignment to improve sight-distance, curbs, gutters, landscaped planter strip, architectural lighting, traffic islands and/or other traffic calming features. TIB funding assistance under the Pedestrian Facilities Program is assumed.

16) VERNHARDSEN STREET IMPROVEMENTS: Peacock Hill Avenue to City Limits

This project includes minor widening, pavement restoration and/or overlay, storm sewer, curb, gutter, sidewalk(s), bicycle lane (east of North Harborview Drive), and channelization. This project will be performed in one or more stages in conjunction with construction of water main improvements as shown in the Comprehensive Water Plan. TIB funding assistance under the Pedestrian Facilities Program is assumed.

17) ROSEDALE STREET IMPROVEMENTS, PHASE 2: SR-16 to City Limits (54th Ave.)

This project will consist of reconstruction, overlay, and minor widening to provide a two to three-lane section with bicycle lanes, curbs, gutters, and sidewalks on both sides of the street, storm sewer improvements, landscaping, architectural lighting, and related improvements. Improvements will include channelization, and provisions for future signalization at the Skansie Avenue-Rosedale Street intersection. Federal-aid funding assistance is assumed for this project, as are impact fees for capacity improvements.

18) GRANDVIEW STREET IMPROVEMENTS: Stinson Avenue to Soundview Drive

This project will reconstruct the existing road and will include minor widening, curbs, gutters, sidewalk on at least one side, storm sewer improvements, asbestos-cement water main replacement, landscaping and architectural lighting. It is anticipated that this project

would be completed subsequent to completion of the new Civic center. TIB funding assistance under the Pedestrian Facilities Program is assumed.

19) 56th STREET/POINT FOSDICK DRIVE IMPROVEMENTS: Olympic Drive to Olympic Drive

This project will widen 56th Street to provide a three lane section, with left-turn pockets/landscaped median where feasible, bicycle lanes, planter strips where feasible, and sidewalks to accommodate additional vehicle and pedestrian traffic in a developed commercial corridor. Federal-aid and TIA/UATA funding assistance are assumed, as are impact fees for capacity improvements.

20) ROSEDALE STREET IMPROVEMENTS, PHASE 3: Shirley Avenue to SR-16

The budgeted amount for this project provides for design only for reconstruction, overlay, and minor widening of this section of Rosedale Street. The improvements would provide a two-lane section with parallel on-street parking where feasible and desired; storm drainage, sanitary sewer, and water main improvements; concrete curb and gutter on both sides; a bicycle lane and sidewalk on one side of the street, and provisions for and/or landscaping and architectural street lighting.

21) JUDSON STREET IMPROVEMENTS: Pioneer Way to Soundview Drive

This project provides for design of improvements to Judson Street including reconstruction and possible realignment of the existing street to provide an aesthetic and "pedestrian-friendly" linkage between Pioneer Way and Soundview Drive. The project contemplates minor widening to provide for left-turn pockets or on-street parallel parking where feasible; curbs, gutters, and sidewalk on both sides; storm drainage and water main improvements; landscaped planter strips; and architectural lighting.

22) EAST-WEST (Borgen) ROAD CONSTRUCTION, PHASE 2: Swede Hill Interchange to West of Woodridge

This project will complete construction of the full five-lane section from the roundabout on the west to a point west of the Woodridge plat as warranted by traffic and development in the area. Anticipated features for the fully developed street section include a landscaped median and planter strips, architectural lighting, water, sanitary sewer, storm sewer, and a bicycle lane, curb, gutter, and sidewalk on each side. Federal-aid, TIA/UATA, and developer funding assistance are assumed, as are impact fees for capacity improvements.

23) CRESCENT VALLEY CONNECTOR: Peacock Hill Avenue to Crescent Valley Road

This project will extend the East-West Road further east to provide better access to the Gig Harbor North area, and reduce traffic volumes on City streets in the north and west harbor areas. A two lane rural section with paved shoulders (no separate climbing lane) is assumed, together with storm drainage facilities, and limited lighting improvements. Federal-aid, and TIB funding assistance are assumed, as are impact fees for this capacity improvement project.

Six Year Transportation Improvement Program Instructions for Preparing the Form

Include all projects regardless of location or source of funds.
Complete the form for the six year program in accordance with the following instructions.

Heading

Agency Enter name of the sponsoring agency.
 County Number Enter the OFM assigned number. (See LAG Appendix 21.37.)
 City Number Enter the OFM assigned Number. (See LAG Appendix 21.38.)
 MPO Enter the name of the associated MPO (if located within urbanized area).
 Hearing Date Enter the date of public hearing.
 Adoption Date Enter the date this program was adopted by council or commission.
 Resolution Number Enter Legislative Authority resolution number if applicable.

Column Number

1. **Functional Classification.** Enter the appropriate two-digit code denoting the Federal Functional Classification. (Note: The Federal Functional Classification must be approved by FHWA.)

Rural (under 5,000 area)		Urban (over 5,000 areas)	
01	Interstate	11	Interstate
02	Principal Arterial	12	Freeways & Expressways
06	Minor Arterials	14	Other Principal Arterials
07	Major Collector	16	Minor Arterial
08	Minor Collector	17	Collector
09	Local Access	19	Local Access
00	No Classification	00	No Classification

2. **Priority Number.** Enter local agency number identifying agency project priority (optional).

3. **Project Identification.** Enter (a) Federal Aid Number if previously assigned; (b) Bridge Number; (c) Project title; (d) Street / Road Name or Number / Federal Route Number; (e) Beginning and Ending Terminals (mile post or street names); and (f) Describe the Work to be Completed.

4. **Improvement Type Codes.** Enter the appropriate federal code number(s).

Description			
01	New construction on new alignment	11	Minor Bridge Rehabilitation
02	Relocation	12	Safety/Traffic Operation/TSM
03	Reconstruction	13	Environmentally Related
04	Major Widening	14	Bridge Program Special
05	Minor Widening	21	Transit Capital Project
06	Other Enhancements	22	Transit Operational Project
07	Resurfacing	23	Transit Planning
08	New Bridge Construction	24	Transit Training /Administration
09	Bridge Replacement	31	Non Capital Improvement
10	Bridge Rehabilitation	32	Non Motor Vehicle Project

5. **Funding Status.** Enter the funding status for the entire project which describes the current status.

F Project is selected and funding has been secured by the lead agency.
 S Project is subject to selection by an agency other than the lead.
 P Project is listed for planning purpose and funding is not secured.

6. **Total Length.** Enter project length to the nearest hundredth (or code "00" if not applicable).

7. **Utility Code(s).** Enter the appropriate code letter(s) for the utilities that would need to be relocated or are impacted by the construction project.

C Cable TV S Sewer (other than agency owned) C Gas
 P Power T Telephone W Water
 O Other

8. **Project Phase.** Select the appropriate phase code of the project.

PE Preliminary Engineering only (or planning)
 RIV Right of Way or land acquisition only (or equipment purchase)
 CN Construction only (or transit operating)
 ALL All Phases from Preliminary Engineering through Construction

9. **Phase Start Date.** Enter the month/day/year in MM/DD/YY format that the selected phase of the project is actually expected to start.

10. **Federal Funds Source.** Enter the Federal Fund Source code from the table.

BR	Bridge Replacement or Rehab.	99	FTA Urban Areas
CMAQ	Congestion Mitigation Air Quality	STP(C)	STP Statewide Competitive Program
DEMO	ISTEA Demo Projects (Selected)	STP(E)	STP Transportation Enhancements
IC	Interstate Construction	STP(S)	STP Safety including Hazard & RR
IM	Interstate Maintenance	STP(R)	STP Rural regionally selected
NHS	National Highway System	STP(U)	STP Urban regionally selected
S16	FTA Elderly & Disabled Persons	STP	STP all other STP project not listed
S18	FTA Rural Areas	Other	All other Federal Funds Sources
S3	FTA Discretionary for Capital Expenditure		

11. **Federal Cost.** Enter the total federal cost (in thousands) of the phase regardless of when the funds will be spent.

12. **Slate Funds Code.** Enter appropriate for any of the listed funds to be used on this project.

CAPP County Arterial Preservation Program RAP Rural Arterial Program
 TIA Transportation Improvement Account UATA Urban Arterial Trust Account
 PWTF Public Works Trust Fund Other I.e. WSDOT

13. **Slate Funds.** Enter all funds from Slate Agencies (in thousands) of the phase regardless of when the funds will be spent.

14. **Local Funds.** Enter all funds from local Agencies (in thousands) of the phase regardless of when the funds will be spent.

15. **Total Funds.** Enter the Sum of columns 10, 12, and 14.

16-19. **Expenditure Schedule - (1st, 2nd, 3rd, 4th thru 6th years).** Enter the estimated expenditures (in thousands) of dollars by year. This data is for Local Agency use.

20. **Environmental Data Type.** Enter the type of environmental assessment that will be required for this project. This is required for Federally Funded projects only.

EIS Environmental Impact Statement CE Categorical Exclusion
 EA Environmental Assessment NA Not Applicable/Unknown

21. **R/W Certification.** Circle Y if Right of Way acquisition is required. If yes, Enter R/W Certification Date if known. This is required for Federally Funded projects only.

24) NORTH-SOUTH CONNECTOR: East-West Road to Peacock Hill Avenue

Continue negotiations and right-of-way acquisition for this future project. Developer funding assistance is assumed, as are impact fees for capacity improvements.

25) HUNT STREET CROSSING OF SR-16: Kimball Drive to 38th Avenue

This project will provide a necessary additional link between the west and east sides of SR-16 for congestion relief on the existing Olympic Drive and Wollochet Drive/Pioneer Way overcrossings of SR-16, and to delay the need for additional widening of the other corridors. Improvements include two through lanes, left-turn pockets at intersections, landscaped median, bike lanes, curbs, gutters, landscaped planter strips, sidewalks, storm sewer and related improvements, architectural lighting, channelization, and signals. An undercrossing of SR-16 has been assumed for estimation purposes. Federal-aid, TIB, and WSDOT funding assistance are assumed, as are impact fees for this capacity improvement project.

26) DOWNTOWN PARKING LOT: Central Business District

This project will provide for additional off-street parking to augment existing public and private parking opportunities. Design will conform to the City's Design Guidelines. Design and construction are contingent on City acquisition through donation or lease of a suitable parcel or parcels.

27) STREET LIGHTS: Minor and Collector Arterials

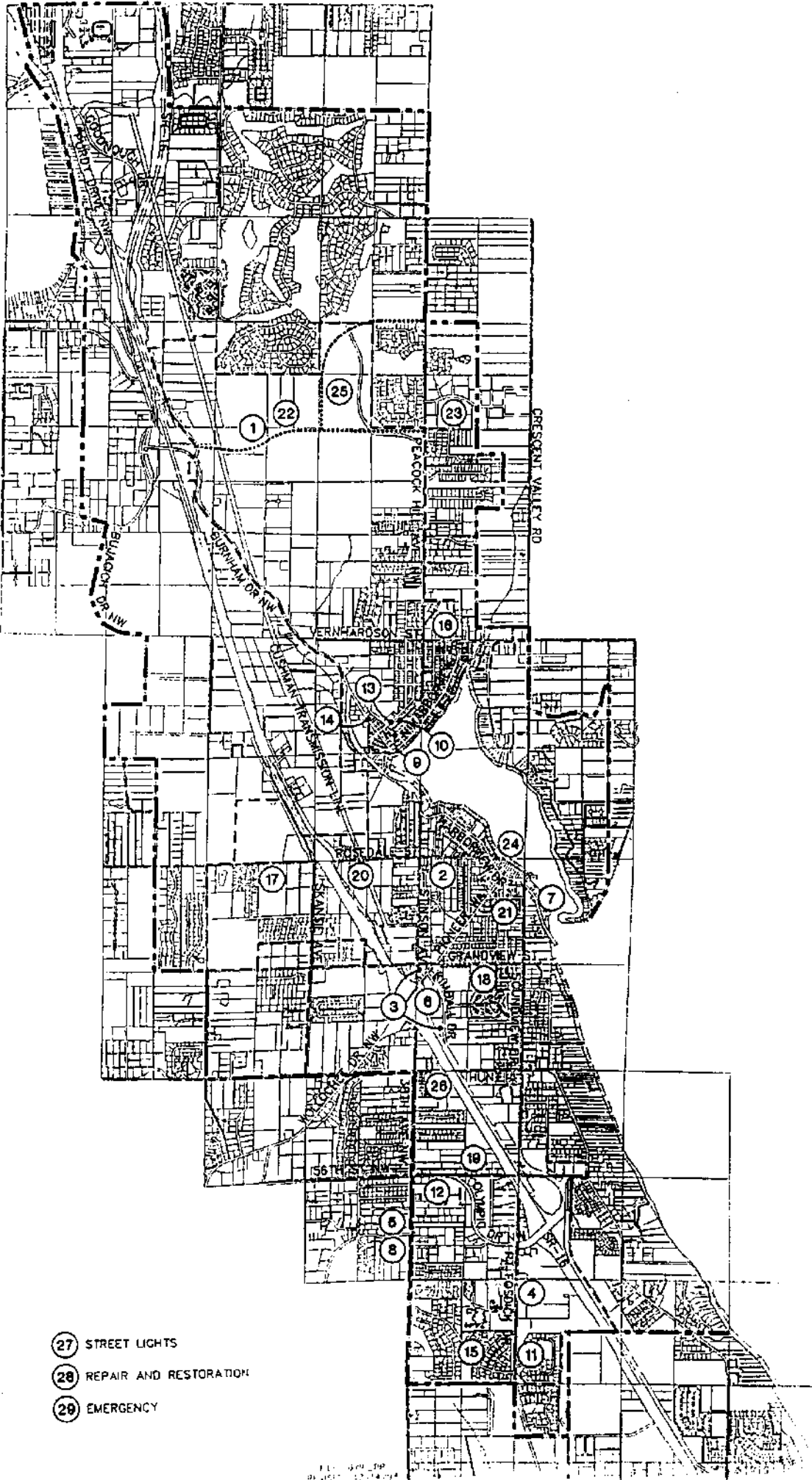
This project will install underground power and streetlights in conformance with the City's Design Guidelines along minor and collector arterials to enhance vehicle and pedestrian safety, and neighborhood aesthetics.

28) REPAIR AND RESTORATION OF VARIOUS STREETS:

This project involves repair, and restoration of various roadway surfaces, including minor storm drainage improvements, on various public streets throughout the City.

29) EMERGENCY

This project provides for emergency repairs to City streets to restore traffic, safe driving conditions, and/or access for vehicles and pedestrians.



Six Year Transportation Improvement Program Instructions for Preparing the Form

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Complete the form for the six year program in accordance with the following instructions.

Heading

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County Number Enter the OFM assigned number. (See LAG Appendix 21.37.)
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Hearing Date Enter the date of public hearing.
Adoption Date Enter the date that program was adopted by council or commission.
Resolution Number Enter Legislative Authority resolution number if applicable.

Column Number

1. **Functional Classification.** Enter the appropriate two-digit code denoting the Federal Functional Classification. (Note: The Federal Functional Classification must be approved by FHWA.)

Rural (under 5,000 area)		Description	Urban (over 5,000 areas)	
01	Interstate		11	Interstate
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06	Minor Arterials		14	Other Principal Arterials
07	Major Collector		16	Minor Arterial
08	Minor Collector		17	Collector
09	Local Access		19	Local Access
00	No Classification		00	No Classification

2. **Priority Number.** Enter local agency number identifying agency project priority (optional).

3. **Project Identification.** Enter (a) Federal Aid Number if previously assigned; (b) Bridge Number; (c) Project title; (d) Street/Road Name or Number/Federal Route Number; (e) Beginning and Ending Termini (mile post or street names); and (f) Describe the Work to be Completed.

4. **Improvement Type Codes.** Enter the appropriate federal code number(s).

Description	
01	New construction on new alignment
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03	Reconstruction
04	Major Widening
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06	Other Enhancements
07	Resurfacing
08	New Bridge Construction
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10	Bridge Rehabilitation
11	Minor Bridge Rehabilitation
12	Safety/Traffic Operation/TSM
13	Environmentally Related
14	Bridge Program Special
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22	Transit Operational Project
23	Transit Planning
24	Transit Training / Administration
31	Non Capital Improvement
32	Non Motor Vehicle Project

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 P Power T Telephone W Water
 O Other

8. **Project Phase.** Select the appropriate phase code of the project.

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 RW Right of Way or land acquisition only (or equipment purchase)
 CN Construction only (or transit operating)
 ALL All Phases from Preliminary Engineering through Construction

9. **Phase Start Date.** Enter the month/day/year in MM/DD/YY format that the selected phase of the project is actually expected to start.

10. **Federal Funds Source.** Enter the Federal Fund Source code from the table.

DR	Bridge Replacement or Rehab.	S9	FTA Urban Areas
CMAQ	Congestion Mitigation Air Quality	STP(C)	STP Statewide Competitive Program
DEMO	ISTEA Demo Projects (Selected)	STP(E)	STP Transportation Enhancements
IC	Interstate Construction	STP(S)	STP Safety including Hazard & RR
IM	Interstate Maintenance	STP(R)	STP Rural regionally selected
NHS	National Highway System	STP(U)	STP Urban regionally selected
S16	FTA Elderly & Disabled Persons	STP	STP all other STP project not listed
S18	FTA Rural Areas	Other	All other Federal Funds Sources
SJ	FTA Discretionary for Capital Expenditure		

11. **Federal Cost.** Enter the total federal cost (in thousands) of the phase regardless of when the funds will be spent.

12. **State Funds Code.** Enter appropriate for any of the listed funds to be used on this project.

CAPP County Arterial Preservation Program RAP Rural Arterial Program
 TIA Transportation Improvement Account UATA Urban Arterial Trust Account
 PWTF Public Works Trust Fund Other i.e. WSDOT

13. **State Funds.** Enter all funds from State Agencies (in thousands) of the phase regardless of when the funds will be spent.

14. **Local Funds.** Enter all funds from local Agencies (in thousands) of the phase regardless of when the funds will be spent.

15. **Total Funds.** Enter the Sum of columns 10, 12, and 14.

16-19. **Expenditure Schedule - (1st, 2nd, 3rd, 4th thru 6th years).** Enter the estimated expenditures (in thousands) of dollars by year. This data is for Local Agency use.

20. **Environmental Data Type.** Enter the type of environmental assessment that will be required for this project. This is required for Federally Funded projects only.

EIS Environmental Impact Statement CE Categorical Exclusion
 EA Environmental Assessment NA Not Applicable/Unknown

21. **R/W Certification.** Circle Y if Right of Way acquisition is required. If yes, Enter R/W Certification Date if known. This is required for Federally Funded projects only.



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR *Wes Hill*
SUBJECT: CONSULTANT SERVICES CONTRACT - SURVEY
DATE: JANUARY 5, 1999

INTRODUCTION/BACKGROUND

Budgeted objectives for 1999 include design and construction of the Point Fosdick Drive Improvement project, and development of a full conceptual plan for the Harborview Drive Street End viewpoint. Survey work is needed to establish right-of-way and other information to develop the respective project plans.

After reviewing the Consultant Services Roster, three firms were invited to interview for the project. Based on the interviews and evaluation of materials submitted for review, the engineering-survey firm of Skillings-Connolly, Inc., 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 includes surveying along Harborview Drive (south of Soundview Drive) in anticipation of the Harborview Drive Improvement project presently scheduled for 2000 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

Skillings-Connolly, 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 Parks and Street Funds.

RECOMMENDATION

I recommend that the Council move and approve execution of the Consultant Services Contract with Skillings-Connolly, Inc., for survey work in the amount not to exceed twenty-three thousand seventy-eight dollars and seventy-five cents (\$23,078.75).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
SKILLINGS-CONNOLLY, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Skillings-Connolly, Inc. organized under the laws of the State of Washington, located and doing business at 5016 Lacey Boulevard S.E, Lacey, Washington 98503 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the design of the Point Fosdick Drive, Harborview Drive, and other improvement projects, 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 January 5, 1999, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as Exhibit A, and are incorporated by this reference as if fully set forth herein.

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

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed twenty-three thousand seventy-eight dollars and seventy-five cents (\$23,078.75) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in Exhibit B. The Consultant shall not bill for Consultant's staff not identified or listed in Exhibit B or bill at rates in excess of the hourly rates shown in Exhibit B; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement. The parties agree that the work described in Exhibit A is to be completed within 60 calendar days of the execution of this Agreement; 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. 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. Such notice may be delivered to the Consultant in person or by certified mail.

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 11 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 subcontract 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 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 performance of the work hereunder by the Consultant, its agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance with limits no less than \$ 1,000,000 combined single limit per accident for bodily injury and property damage; and

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$ 1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations/broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

3. Professional Liability insurance with limits no less than \$ 1,000,000 limit per occurrence.

C. Any payment of deductible or self insured retention shall be the sole responsibility of the Consultant. The City shall be named as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Consultant and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all the required insurance policies.

D. The Consultant's Commercial General Liability insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability. The Consultant's insurance shall be primary insurance as respects the City. The City shall be given thirty (30) days prior written notice by certified mail, return receipt requested, of any cancellation, suspension or material change in 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 5 1, 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 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. 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 in this Agreement or such other address as may be hereafter specified in writing.

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

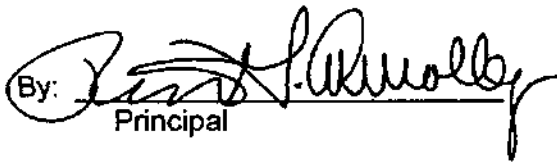
No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

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 5th day
of January, 1999.

The CITY OF GIG HARBOR

By: 
Principal

By: _____
Mayor

Notices to be sent to:

CONSULTANT

Pat Fox, PLS
SKILLINGS-CONNOLLY, INC.
PO Box 5080
Lacey, WA 98509-5080
(360) 491-3399

Mr. Wes Hill
Director of Public Works
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335

APPROVED AS TO FORM:

By: _____
Gig Harbor City Attorney

ATTEST:

By: _____
Gig Harbor City Clerk

EXHIBIT A

PREPARED FOR
CITY OF GIG HARBOR
January 5, 1999

SCOPE OF WORK - TASK 1

POINT FOSDICK DRIVE CSP 9806 BOUNDARY AND TOPOGRAPHIC SURVEY

LOCATION AND DESCRIPTION OF PROJECT:

The proposed project will widen approximately 1450 L.F. of Point Fosdick Drive to provide a new roadway width of 64 feet. The new roadway section will include four 10.5-foot wide through lanes, one 11-foot wide two-way left turn lane, two 5.5-foot wide sidewalks, bike lanes, and landscaped planter strips if sufficient right-of-way is available. The project will also include storm drainage and lighting improvements.

This survey work will provide a base map showing detail of the existing roadway and surrounding surface features within a distance 50 feet left and right of the existing centerline.

The survey limits for this scope of work are 50 feet each side of centerline of Point Fosdick Drive from 1000 feet south of Olympic Drive to 44th Street NW.

DELIVERABLES:

The CONSULTANT will deliver a base map drawing in hardcopy and in digital AutoCAD Release 14 format, a point database file and a 3-D TIN compatible with Softdesk 8.0. The specific details of the content, format and standards of the deliverables are described below. The CONSULTANT shall submit all deliverable items under Task 1 to the CITY on or before March 1, 1999.

DRAWING REQUIREMENTS

Use suitable scale, include graphic scale.

Show NORTH arrow and locate North at the top of the sheet.

Spot elevations on paving or other hard surfaces shall be to the nearest 0.05' (or 1/2"), on other surfaces to the nearest 0.10' (or 1").

Right-of-way lines and topographic information shall be on the same base map drawing.

State elevation datum on each drawing and give location of benchmark used.

Furnish to the City one hardcopy base map drawing. The Licensed Land Surveyor shall sign and seal each drawing and shall certify that to the best of the Surveyor's knowledge, information and belief all information thereon is true and accurately shown.

RIGHT-OF-WAY SURVEY REQUIREMENTS

Show right-of-way lines, giving length and bearing (including reference or basis) on each straight line, interior angles, radius, point of tangency and length of survey lines. State on the drawing(s) where corners were found and describe each.

Note identity, jurisdiction and right-of-way width of adjoining streets and highways and type of pavement. Plot location of structures and paving within the survey limits. State the character and number of stories. Vacant parcels shall be noted VACANT.

Describe fences and walls.

Show recorded or otherwise known easements and rights-of-way and the nature of each.

Show approximate location of individual lot lines and lot block numbers.

TOPOGRAPHICAL SURVEY REQUIREMENTS

All lines of levels shall be checked by separate check level lines or on previous turning points or benchmarks.

Contours at 2 foot intervals, error shall not exceed one half contour interval.

Spot elevations at street intersections and at minimum 50 feet on center plus breaks in grade on curb, sidewalk and edge of paving including far side of paving

Plotted location of structures, above and below ground, man-made (e.g. paved areas) and natural features, all driveway, walls, and stairs within the survey limits.

Location, size and depth of water and gas mains, central steam and other utilities including, but not limited to, buried tanks within the survey limits.

Location of fire hydrants within the survey limits and the size of the main serving each.

Location and characteristics of power and communications systems above and below grade.

Locations, size, depth and direction of flow of sanitary sewers, combination sewers, storm drains and culverts serving, or within the survey limits; location of catch basins and manholes, and inverts of pipe at each.

Name of the operating authority of each utility.

Locate, within 1' tolerance, all landscape or significant trees within the survey limits and note species in English terms.

Show perimeter outline only of thickly wooded areas unless otherwise directed.

ADDITIONAL REQUIREMENTS

A copy of the electronic point file with descriptions shall be provided to the City in a format compatible with Softdesk 8.0.

The 3-D TIN shall be included in the base drawing and shall be in a format compatible with Softdesk 8.0.

Include:

- a title block on all drawing sheets
- identifying the City and the surveyor, including
 - address
 - phone
 - Contact name of surveyor supervising the work described herein.

Electronic drawing file format: AutoCAD R14 and Softdesk 8.0 conforming to APWA layer and symbol standards. All electronic files provided to the CITY by the CONSULTANT shall be the property of the CITY and may be used by the CITY without restriction.

All survey work under this contract will be performed under the supervision of a Professional Land Surveyor registered in the State of Washington.

SPECIFIC TASK ITEMS:

Task No. 100 – Project Administration.

CONSULTANT will provide quality assurance and quality control throughout the life of the project. The hours estimated in this task element include time for on-going QA/QC reviews and principle involvement. This task element also provides for clerical and managerial time for billing and accounting. The CITY shall arrange and pay for underground utility locates within the project limits.

Task No. 110 – Research.

The CONSULTANT shall research public and private survey and land title records for information relating to the location of rights-of-way within the survey limits. The CITY will provide to the CONSULTANT copies of any available as-built drawings of city utilities, short plats and right-of-way deeds that may be in the CITY records. The CONSULTANT shall analyze all available information, determine the necessary field ties to be made and compile this information for efficient use by the field crew.

Task No. 120 – Field Survey.

The CONSULTANT shall perform a field boundary and topographic survey of the survey limits. This survey will conform to the standards detailed above as well as any applicable legal or industry standards. All controlling monuments necessary for the accurate determination of right-of-way boundaries within the survey limits shall be located. Field checks of the preliminary topographic survey map shall be performed.

Task No. 130 – Office Processing of Field Data.

The CONSULTANT shall process the field survey data, making checks to ensure accuracy of the field measurements. A preliminary topographic map will be produced for field verification of the data collected and any edits will be coordinated between the field and office staff. The CONSULTANT shall produce a 3-D TIN model of the survey limits. This model will be verified for accuracy before contours are produced.

Task No. 140 – Base Mapping.

The CONSULTANT shall analyze the field ties, existing short plats, recorded surveys, easements and other land title information to determine the location and widths of rights-of-way within the survey limits. The AutoCAD parcel map will then be combined with the topographic survey data to produce the final base map.

Task No. 150 – Computer Drafting.

The CONSULTANT shall prepare a hardcopy and digital AutoCAD base map drawing conforming to the standards detailed above. This drawing will be submitted to the CITY for review and comment. After comments are received the CONSULTANT shall prepare a final hardcopy and digital AutoCAD base map drawing for submittal to the CITY.

Task No. 160 – Meetings.

The CONSULTANT shall meet with the CITY to ensure that the work in progress conforms to the standards detailed above. The CONSULTANT shall perform such tests or pilot projects necessary to ensure product compatibility with CITY software and computer aided design processes.

END OF SCOPE OF WORK - TASK 1

SCOPE OF WORK - TASK 2

HARBORVIEW DRIVE CSP 9810

BOUNDARY AND TOPOGRAPHIC SURVEY

LOCATION AND DESCRIPTION OF PROJECT:

The proposed project will improve approximately 1400 L.F. of Harborview Drive from the intersection with Soundview Drive to the Eastern Street End. This project will be performed in conjunction with the Harborview Drive Street End Viewpoint project. The project follows replacement of an asbestos-cement water main in 1998. The improvements will consist of minor widening on the north end for parking, storm sewer system, curbs and gutters on both sides, sidewalk on one side, and architectural lighting. A landscaped planter strip may be included depending on space availability.

This survey work will provide a base map showing detail as described below of the existing roadway and surrounding surface features within the existing right-of-way.

The survey limits for this scope of work are as follows:

Centerline of Harborview Drive from approximately 100 feet west of the intersection of Soundview Drive to the East End of Harborview. ~1500 feet

Centerline of Soundview Drive from intersection of Harborview Drive south approximately 300 feet.

Also included in the required survey limits is approximately 200 feet north along the centerline of Soundview Drive from the intersection of Harborview Drive to the north end of Soundview Drive.

DELIVERABLES:

The CONSULTANT will deliver a base map drawing in hardcopy and in digital AutoCAD Release 14 format, a point database file and a 3-D TIN compatible with Softdesk 8.0. The specific details of the content, format and standards of the deliverables are described below. The CONSULTANT shall submit all deliverable items under Task 2 to the CITY on or before March 1, 1999.

DRAWING REQUIREMENTS

Use suitable scale.

Show NORTH arrow and locate North at the top side of the sheet.

Spot elevations on paving or other hard surfaces shall be to the nearest 0.05' (or ½"), on other surfaces to the nearest 0.10' (or 1").

Right-of-way lines and topographic information shall be on the same base map drawing.

State elevation datum on each drawing and give location of benchmark used.

Furnish to the City one hardcopy base map drawing. The Licensed Land Surveyor shall sign and seal each drawing and shall certify that to the best of the Surveyor's knowledge, information and belief all information thereon is true and accurately shown.

RIGHT-OF-WAY SURVEY REQUIREMENTS

Show right-of-way lines, giving length and bearing (including reference or basis) on each straight line, interior angles, radius, point of tangency and length of survey lines. State on the drawing where corners were found and describe each.

Note identity, jurisdiction and right-of-way width of adjoining streets and highways and type of pavement.

Plot location of structures and paving within the survey limits. State the character and number of stories. Vacant parcels shall be noted VACANT.

Describe fences and walls.

Show recorded or otherwise known easements and rights-of-way within the survey limits and note the nature of each.

Show approximate location of individual lot lines and note lot block numbers.

TOPOGRAPHICAL SURVEY REQUIREMENTS

All lines of levels shall be checked by separate check level lines or on previous turning points or benchmarks.

Contours at 2 foot intervals, error shall not exceed one half contour interval.

Spot elevations at street intersections and at a minimum of 50 feet on center and breaks in grade on curb, sidewalk and edge of paving including far side of paving.

Plotted location of structures, above and below ground, man-made (e.g. paved areas) and natural features, all driveway, walls, and stairs within the survey limits.

Location, size and depth of water and gas mains, central steam and other utilities including, but not limited to, buried tanks serving, or within the survey limits.

Location of fire hydrants within the survey limits and the size of the main serving each.

Location and characteristics of power and communications systems above and below grade.

Locations, size, depth and direction of flow of sanitary sewers, combination sewers, storm drains and culverts serving, or within the survey limits; location of catch basins and manholes, and inverts of pipe at each.

Name of the operating authority of each utility.

Locate, within 1' tolerance, all landscape or significant trees within the survey limits and note species in English terms.

Show perimeter outline only of thickly wooded areas unless otherwise directed.

ADDITIONAL REQUIREMENTS

A copy of the electronic point file with descriptions shall be provided to the City in a format compatible with Softdesk 8.0.

The 3-D TIN shall be included in the base drawing and shall be in a format compatible with Softdesk 8.0.

Include:

- a title block on all drawing sheets
- identifying the City and the surveyor, including
 - address
 - phone
 - Contact name of surveyor supervising the work described herein.

Electronic drawing file format: AutoCAD R14 and Softdesk 8.0 conforming to APWA layer and symbol standards. All electronic files provided to the CITY by the CONSULTANT shall be the property of the CITY and may be used by the CITY without restriction.

All survey work under this contract will be performed under the supervision of a Professional Land Surveyor registered in the State of Washington.

SPECIFIC TASK ITEMS:

Task No. 100 – Project Administration.

CONSULTANT will provide quality assurance and quality control throughout the life of the project. The hours estimated in this task element include time for on-going QA/QC reviews and principle involvement. This task element also provides for clerical and managerial time for billing and accounting. The CITY shall arrange and pay for underground utility locates within the project limits.

Task No. 110 – Research.

The CONSULTANT shall research public and private survey and land title records for information relating to right-of-way boundaries. The CITY will provide to the CONSULTANT copies of any available as-built drawings of city utilities, short plats and right-of-way deeds that may be in the CITY records. The CONSULTANT shall analyze all available information, determine the necessary field ties to be made and compile this information for efficient use by the field crew.

Task No. 120 – Field Survey.

The CONSULTANT shall perform a field right-of-way boundary and topographic survey of the survey limits. This survey will conform to the standards detailed above as well as any applicable legal or industry standards. All controlling monuments necessary for the accurate determination of right-of-way within the survey limits shall be located. Field checks of the preliminary topographic survey map shall be performed.

Task No. 130 – Office Processing of Field Data.

The CONSULTANT shall process the field survey data, making checks to ensure accuracy of the field measurements. A preliminary topographic map will be produced for field verification of the data collected and any edits will be coordinated between the field and office staff. The CONSULTANT shall produce a 3-D TIN model of the survey limits. This model will be verified for accuracy before contours are produced.

Task No. 140 – Base Mapping.

The CONSULTANT shall analyze the field ties, existing short plats, recorded surveys, easements and other land title information to determine right-of-way boundaries within the survey limits. The AutoCAD parcel map will then be combined with the topographic survey data to produce the final base map. Approximate locations of property will be shown for reference only.

Task No. 150 – Computer Drafting.

The CONSULTANT shall prepare a hardcopy and digital AutoCAD base map drawing conforming to the standards detailed above. This drawing will be submitted to the CITY for review and comment. After comments are received the CONSULTANT shall prepare a final hardcopy and digital AutoCAD base map drawing for submittal to the CITY.

Task No. 160 – Meetings.

The CONSULTANT shall meet with the CITY to ensure that the work in progress conforms to the standards detailed above. The CONSULTANT shall perform such tests or pilot projects necessary to ensure product compatibility with CITY software and computer aided design processes.

END OF SCOPE OF WORK - TASK 2

SCOPE OF WORK - TASK 3

EXTRA WORK SURVEYS, RIGHT-OF-WAY PLANS AND LEGAL DESCRIPTIONS

LOCATION OF PROJECT:

All projects will be located in the City of Gig Harbor.

DESCRIPTION OF PROJECT:

The purpose of this contract is to prepare surveys, right-of-way plans and legal descriptions for public works right-of-way projects as Extra Work under this CONTRACT. All work will be certified by and prepared under the supervision of a Professional Land Surveyor or Professional Engineer registered in the State of Washington.

The CONSULTANT shall prepare a scope of work and cost estimate for each project that is to be assigned under TASK 3. The scope of work and cost estimate for each project will be submitted to the CITY for review and approval before the CONSULTANT shall begin work

Cost of services not to exceed \$ 2,500.

END OF SCOPE OF WORK - TASK 3

PROJECT NAME: POINT FOSDICK DRIVE CSP 9806								
TASK #	TASK DESCRIPTION	PRINCIPAL	PROJ. MANAGER	SURVEYOR	TECHNICIAN	PROF. SURVEYOR	2 MAN SURVEY CREW	CLERICAL
100	PROJECT ADMINISTRATION							
101	Project setup, documentation & accounting	1	2			6		4
102	Quality Assurance & Quality Control		2	4		2		
110	RESEARCH							
111	Research survey records					4		
112	Research utility records			2				
113	Analyze surveys, determine necessary field ties, setup project for field			4		1		
120	FIELD SURVEY							
121	Perform field survey, tie monuments & collect topography						40	
122	Field check preliminary topographic drawing						2	
130	OFFICE PROCESSING OF FIELD DATA							
131	Process field data & edit preliminary topographic drawing			4				
132	Produce and edit 3D TIN and contours			4		1		
140	BASE MAPPING							
141	Analyze short plats, record of surveys, field ties etc.			8				
150	COMPUTER DRAFTING							
151	CADD drafting of topographic survey				8	1		
152	Revise per city comments & produce final hardcopy drawings				2	1		
160	MEETINGS							
161	Meetings with City		1			2		
	HOURS PER DISCIPLINE	1	5	26	10	18	42	4

EXHIBIT B-1

CONSULTANT FEE DETERMINATION -- SUMMARY SHEET

PROJECT NAME:

POINT FOSDICK DRIVE CSP 9806

NEGOTIATED HOURLY RATE (NHR):

Classification	Man Hours	X	Rate	=	Cost
PRINCIPAL	1	X	\$ 132.73	=	\$ 132.73
PROJ. MANAGER	5	X	\$ 89.40	=	\$ 447.00
PROJ. ENGINEER/MANAGER	0	X	\$ 101.32	=	-
SURVEYOR	26	X	\$ 68.54	=	\$ 1,782.04
TECHNICIAN	10	X	\$ 55.13	=	\$ 551.30
INSPECTOR	0	X	\$ 89.40	=	-
PROF. SURVEYOR	18	X	\$ 89.40	=	\$ 1,609.20
2 MAN SURVEY CREW	42	X	\$ 113.24	=	\$ 4,756.08
3 MAN SURVEY CREW	0	X	\$ 169.86	=	-
CLERICAL	4	X	\$ 44.70	=	\$ 178.80
Total Hours =			106		
					Total NHR = \$9,457.15

REIMBURSABLES:

JOB SITE MILEAGE @	90.00	X	0.315	=	\$ 28.35
MISC. EXPENSE				=	\$ 100.00
SURVEY EQUIPMENT	\$10.00	X	30	=	\$300.00
SUB TOTAL					\$ 428.35

GRAND TOTAL = \$9,885.50

PREPARED BY:

Pat Fox

DATE: 4-Jan-99

PROJECT NAME: HARBOR VIEW DRIVE CSP 9810		PRINCIPAL	PROJ. MANAGER	SURVEYOR	TECHNICIAN	PROF. SURVEYOR	2 MAN SURVEY CREW	CLERICAL
TASK #	TASK DESCRIPTION							
100	PROJECT ADMINISTRATION							
101	Project setup, documentation & accounting	1	2			6		4
102	Quality Assurance & Quality Control		2	4		4		
110	RESEARCH							
111	Research survey records					12		
112	Research utility records			2				
113	Analyze surveys, determine necessary field ties, setup project for field			4		1		
120	FIELD SURVEY							
121	Perform field survey, tie monuments & collect topography						40	
122	Field check preliminary topographic drawing						2	
130	OFFICE PROCESSING OF FIELD DATA							
131	Process field data & edit preliminary topographic drawing			4				
132	Produce and edit 3D TIN and contours			4		1		
140	BASE MAPPING							
141	Analyze short plats, record of surveys, field ties etc.			8				
150	COMPUTER DRAFTING							
151	CADD drafting of topographic survey				8			
152	Revise per city comments & produce final hardcopy drawings				2	1		
160	MEETINGS							
161	Meetings with City		1			2		
	HOURS PER DISCIPLINE	1	5	26	10	27	42	4

EXHIBIT B-2

CONSULTANT FEE DETERMINATION -- SUMMARY SHEET

PROJECT NAME:

HARBOR VIEW DRIVE CSP 9810

NEGOTIATED HOURLY RATE (NHR):

Classification	Man Hours	X	Rate	=	Cost
PRINCIPAL	1	X	\$ 132.73	=	\$ 132.73
PROJ. MANAGER	5	X	\$ 89.40	=	\$ 447.00
PROJ. ENGINEER/MANAGER	0	X	\$ 76.65	=	-
SURVEYOR	26	X	\$ 68.54	=	\$ 1,782.04
TECHNICIAN	10	X	\$ 55.13	=	\$ 551.30
INSPECTOR	0	X	\$ 89.40	=	-
PROF. SURVEYOR	27	X	\$ 89.40	=	\$ 2,413.80
2 MAN SURVEY CREW	42	X	\$ 113.24	=	\$ 4,756.08
3 MAN SURVEY CREW	0	X	\$ 169.86	=	-
CLERICAL	4	X	\$ 44.70	=	\$ 178.80
Total Hours =			115		Total NHR = \$10,261.75

REIMBURSABLES:

JOB SITE MILEAGE @	100.00	X	0.315	=	\$ 31.50
MISC. EXPENSES				=	\$ 100.00
SURVEY EQUIPMENT	\$10.00	X	30.00	=	\$300.00
SUB TOTAL					\$ 431.50

GRAND TOTAL = \$10,693.25

PREPARED BY:

L. Blackerby

DATE:

29-Dec-98





City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR *Wes Hill*
SUBJECT: STORM DRAINAGE SYSTEM AGREEMENT AND RESTRICTIVE COVENANT (TALMO, INC.)
DATE: JANUARY 5, 1999

INTRODUCTION/BACKGROUND

The property owner-developer (Talmo, Inc.) of a parcel (formerly parcels) bordered by Wollochet Drive on the northwest, State Route 16 on the northeast, and 38th Avenue on the east, has proposed construction of improvements that will encumber a storm drainage easement and improvements. The existing storm drainage improvements collect and convey, in both an open ditch and enclosed storm sewer pipe, drainage that historically flowed to the parcel(s) from upland properties, including a portion of 38th Avenue, located south and east of the parcel(s).

Various options were explored with the owner's representatives for relinquishing the easement, and relocating and/or reconstructing the storm sewer system outside the limits of the proposed improvements. However, the options were determined undesirable by the owner's representatives due to the additional expense and time required to reconstruct the existing storm sewer system on the parcel(s). In consideration of the potential impacts to upland property owners, and 38th Avenue, in the event that the existing storm sewer improvements are not maintained or fail, the attached Storm Drainage System Agreement and Restrictive Covenant has been prepared in cooperation with the property owner.

POLICY/FISCAL CONSIDERATIONS

The agreement and covenant does not impose an obligation on the City, and provides a mechanism for the City to ensure the public health and safety in the event the system is not maintained or fails, and to recover the costs for any such work from the property owner.

RECOMMENDATION

I recommend Council authorize execution of the attached Storm Drainage System Agreement and Restrictive Covenant with Talmo, Inc.

STORM DRAINAGE SYSTEM AGREEMENT AND RESTRICTIVE COVENANT

This Storm Drainage System Agreement and Restrictive Covenant is made this 23 day of December, 1998, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Talmo, Inc., a Washington Corporation, whose mailing address is P.O. Box 492, Gig Harbor, WA 98335, (hereinafter "Owner").

RECITALS

WHEREAS, the Owner is the owner of fee title or a substantial beneficial interest in certain real property located in Gig Harbor, Washington, commonly described as 6627 Wollochet Drive, (hereinafter the "Property"), and more specifically shown and legally described in Exhibit A, which is attached hereto and incorporated herein by this reference; and

WHEREAS, there is a storm drainage easement on the Owner's property, for the use and maintenance of a storm drainage system, which has been installed by the Owner to confine and direct previously existing overland flow, and to direct open channel drainage, from upland properties, which system is described and shown on Exhibit B, attached hereto and incorporated herein by this reference; and

WHEREAS, the City and upland property owners have the right to send stormwater through the storm drainage system on the Owner's property; and

WHEREAS, the Owner desires to construct a building and other improvements over portions of the storm drainage system on the Property; and

WHEREAS, the Owner has developed a design for constructing the building, and has designed the other improvements on the Property such that they (the building and other improvements) are not expected to impair the function of the storm drainage system; and

WHEREAS, construction of the building and other improvements over the storm drainage system may cause problems in the future if there are obstructions in the storm drainage system beneath the building or the other improvements, if that portion of the storm drainage system under the building or the other improvement needs replacement, or if the storm drainage system actually is damaged or compromised for any reason; and

WHEREAS, as a condition of the City's approval of the permits for construction of the building and improvements over the storm drainage system, the parties have entered into this Storm Drainage System Agreement and Restrictive Covenant in order to ensure that the storm drainage system on the Owner's Property is maintained, and remains fully functional after the building and other improvements are constructed;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the City hereby agree as follows:

T E R M S

Section 1. Construction and Maintenance. Owner agrees to operate and maintain the storm drainage system on the Property, as shown in **Exhibit A and Exhibit B**, attached hereto, at the Owner's cost. In the event that the storm drainage system is reconstructed or installed in a new location on the Property, the Owner agrees to continue to operate and maintain a fully functional storm drainage system to convey the historic storm water drainage from the City and upland properties, at the Owner's cost.

Section 2. No Removal. No part of the storm drainage system shall be dismantled, revised, altered or removed by the Owner, or anyone acting on his/her behalf, except as necessary for maintenance, new construction, repair or replacement, and subject to the review of the Public Works Department in accordance with the City's Public Works Standards. Prior to any such alteration, dismantling, revision, construction, removal or replacement of the storm drainage facility, the Owner, or anyone acting on behalf of the Owner shall obtain the necessary permits required, if any, and at a minimum, the written approval of the City Public Works Department for such activities.

Section 3. Access. The City shall have the right of ingress and egress over those portions of the Property described in Exhibit A in order to access the storm drainage system for inspection, and to reasonably monitor the system for performance, operational flaws or deficiencies. In the event that the Owner does not perform his/her obligations described in this Agreement, the City shall also have the right to enter the Property to repair or replace the existing storm drainage system, or to install a new storm drainage system in a different location on the property, at the Owner's cost as further set forth in Sections 4 and 5 below.

Section 4. Repairs, Failure of Owner to Maintain. If the City determines that maintenance or repair work is required to be performed on the system, the Public Works Director or his/her designee shall give written notice to the Owner of the specific maintenance and/or repair required, and set a reasonable time in which the Owner shall perform such work. If the repair or maintenance required by the Director is not completed within the time set by the Director, the City may perform the required maintenance and/or repair. Nothing in this Agreement shall obligate the City to perform any maintenance, repair, and/or relocation of the system. Written notice will be sent to the Owner, stating the City's intention to perform such repair or maintenance, and such work will not commence until at least 30 days after such notice is mailed, except in situations of emergency. If, within the sole discretion of the Director, there exists an imminent or present danger to the systems, the City's facilities or the public health and safety, such 30 day period will be waived and maintenance and/or repair work will begin immediately.

Section 5. Replacement of System. If the City determines in its sole discretion, that the storm drainage system is not repairable in its present location because of the location of the system under the Owner's building or other improvements, is not repairable without an expenditure of funds

in excess of the amount for relocating the line, and/or that there is an imminent and present danger to the City's facilities or the public health and safety, the City shall notify the Owner and follow the procedures set forth in Section 4 above, to allow the Owner the first opportunity to make the necessary replacement of the storm drainage facility. If the Owner fails to do so, the City may enter the property for the purpose of constructing and installing a new portion of the storm drainage system, including but not necessarily limited to a bypass of the existing portion underneath the Owner's building and/or other improvements. The City, may at its sole discretion, determine the location of the new storm drainage system on the Owner's property, and install the new or revised storm drainage system at the Owner's cost.

Section 6. Cost of Repairs, Maintenance or Re-installation of Portion of New Storm Drainage System. The Owner shall assume all responsibility for the cost of any maintenance, repairs, re-installation, or other work on the storm drainage system or any portion thereof. Such responsibility shall include reimbursement to the City within 30 days after the City mails an invoice to the Owner for any work performed by the City as set forth in Sections 4 and 5 above. In the event that the Owner does not reimburse the City for its costs of repair, maintenance or re-installation of the system, the City may bring an action against the Owner for collection of interest, costs, breach of this Agreement, or the City may invoke any other available legal or equitable remedy.

Section 7. Rights Subject to Permits and Approvals. The rights granted herein are subject to permits and approvals granted by the City affecting the Property subject to this Agreement and Covenant.

Section 8. Terms Run with the Property. The terms of this Agreement and Covenant are intended to be and shall constitute a covenant running with and recorded against the Property and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

Section 9. Notice. All notices required or permitted hereunder shall be in writing and shall either be delivered in person or sent by certified U.S. Mail, return-receipt requested, and shall be deemed delivered on the sooner of actual receipt of three (3) days after deposit in the mail, postage prepaid, addressed to the City or the Owner at the addresses set forth below:

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

To the Owner:
James O. Tallman
Talmo, Inc.
P.O. Box 492
Gig Harbor, WA 98335

Section 10. Severability. Any invalidity, in whole or in part, of any provision of this Maintenance Agreement and Covenant shall not affect the validity of any other provision.

Section 11. Waiver. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

Section 12. Governing Law, Disputes. Jurisdiction of any dispute over this Agreement and Covenant shall be solely with Pierce County Superior Court, Pierce County, Washington. This Storm Drainage System Agreement and Restrictive Covenant shall be interpreted under the laws of the State of Washington. The prevailing party in any litigation arising out of this Agreement and Covenant shall be entitled to its reasonable attorneys' fees, costs, expenses and expert witness fees.

Section 13. Integration. This Agreement and Covenant constitutes the entire agreement between the parties on this subject matter, and supersedes all prior discussions, negotiations, and all other agreements on the same subject matter, whether oral or written.

Section 14. Representation. The signatories hereto hereby represent that they are authorized to execute this agreement on behalf of the Parties.

IN WITNESS WHEREOF, the parties have caused this Agreement and Covenant to be executed this 23 day of December, 1998.

THE CITY OF GIG HARBOR

By: _____
Its

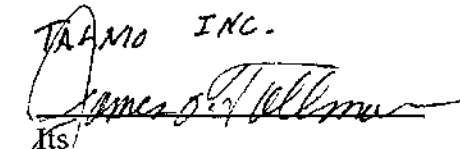
APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

OWNER

TALMO INC.
By: 
Its _____
President
(Title)

Talmo, Inc.
P.O. Box 492
Gig Harbor, WA 98335

STATE OF WASHINGTON)

) ss.

COUNTY OF PIERCE)

)

I certify that I know or have satisfactory evidence that James O. Tallman is the person who appeared before me, and said person acknowledged that he/she was authorized to execute the instrument and acknowledged it as President of Talmo, Inc. to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

DATED: December 23, 1998



Lora Macumber
NOTARY PUBLIC, State of Washington,
Print: Lora Macumber
Residing at: Gig Harbor
My appointment expires: 3/19/02

STATE OF WASHINGTON)

) ss.

COUNTY OF PIERCE)

)

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

DATED: _____

NOTARY PUBLIC, State of Washington,
Print: _____
Residing at: _____
My appointment expires: _____

EXHIBIT A PAGE 1 OF 4
EXISTING LEGAL DESCRIPTION - PREPARED 7/2/98 BY SPROUFFSKE 19646

PARCEL A:

THE NORTH 100 FEET OF THAT PORTION OF LOT 13 IN THE GIG HARBOR ABANDONED MILITARY RESERVATION IN SECTION 7, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON, LYING EASTERLY OF THE OLD WOLLOCHET-GIG HARBOR ROAD AND WESTERLY OF BURTON NORTHERN COUNTY ROAD (38TH AVENUE).

EXCEPT THE WEST 122 FEET THEREOF.

ALSO EXCEPT A PORTION CONVEYED TO THE STATE OF WASHINGTON FOR STATE HIGHWAY NO. 14 IN DEED RECORDED UNDER RECORDING NUMBER 1809901.

ALSO EXCEPT THAT PORTION APPROPRIATED BY THE STATE OF WASHINGTON FOR S.R. 16 BY DECREE OF APPROPRIATION ENTERED FEBRUARY 1, 1972 IN PIERCE COUNTY SUPERIOR COURT CASE NUMBER 205305.

PARCEL B:

LOTS 1-4 INCLUSIVE, PIERCE COUNTY SHORT PLAT NUMBER 80-211, ACCORDING TO MAP RECORDED IN BOOK 41 OF SHORT PLATS, PAGE 74, RECORDS OF PIERCE COUNTY, WASHINGTON.

TOGETHER WITH PRIVATE ROAD EASEMENT AS DELINEATED ON SAID SHORT PLAT.

EXCEPT THAT PORTION OF SAID EASEMENT LYING WITHIN SAID PREMISES.

PARCEL C:

COMMENCING AT THE NORTHERLY CORNER OF PARCEL APN 0221074052, THENCE SOUTHWESTERLY ALONG SAID PARCEL'S WESTERLY BOUNDARY LINE TO THE SOUTHWEST CORNER OF THE PARCEL, THENCE WESTERLY ALONG AN EXTENSION OF SAID PARCEL'S SOUTHERLY BOUNDARY LINE TO ITS INTERSECTION WITH A LINE OFFSET SEVENTY (70) FEET SOUTH AND EAST OF, AND PARALLEL TO, THE CENTERLINE OF WOLLOCHET DRIVE AS DEPICTED ON SHEET 9 OF THAT CERTAIN MAP OF DEFINITE LOCATION ENTITLED SR 16, NARROWS BRIDGE TO OLYMPIC DRIVE, PREPARED BY THE WASHINGTON STATE HIGHWAY COMMISSION MARCH 19, 1970. THENCE NORTHEASTERLY ALONG SAID OFFSET LINE TO ITS INTERSECTION WITH A LINE EXTENDING WEST FROM THE NORTHERLY CORNER OF PARCEL APN 0221074052 AND PARALLEL TO THE SOUTHERLY BOUNDARY LINE OF SAID PARCEL, TO THE TURNBACK LINE. THENCE NORTHEASTERLY ALONG SAID TURNBACK LINE TO THE POINT OF BEGINNING. SUBJECT TO AN EASEMENT FOR STREET AND UTILITY CONSTRUCTION, REPAIR, AND MAINTENANCE OVER THE ABOVE DESCRIBED TRACT.

PARCEL D:

COMMENCING AT THE NORTHWESTERLY CORNER OF PARCEL APN 0221078002, THENCE SOUTHWESTERLY ALONG SAID PARCEL'S WESTERLY BOUNDARY LINE TO THE SOUTHWEST CORNER OF THE PARCEL, THENCE WESTERLY ALONG AN EXTENSION OF SAID PARCEL'S SOUTHERLY BOUNDARY LINE TO ITS INTERSECTION WITH A LINE OFFSET SEVENTY (70) FEET SOUTH AND EAST OF, AND PARALLEL TO, THE CENTERLINE OF WOLLOCHET DRIVE AS DEPICTED ON SHEET 9 OF THAT CERTAIN MAP OF DEFINITE LOCATION ENTITLED SR 16, NARROWS BRIDGE TO OLYMPIC DRIVE, PREPARED BY THE WASHINGTON STATE HIGHWAY COMMISSION MARCH 19, 1970, THENCE NORTHEASTERLY ALONG SAID OFFSET LINE TO ITS INTERSECTION WITH THE WESTERLY EXTENSION OF EASEMENT FOR STREET AND UTILITY CONSTRUCTION, REPAIR, AND MAINTENANCE OVER THE ABOVE DESCRIBED TRACT.

EXHIBIT A PAGE 2 OF 4
EXISTING LEGAL DESCRIPTION – PREPARED 7/2/98 BY SPROUFFSKE 19646

PARCEL E:

COMMENCING AT THE NORTHWESTERLY CORNER OF PARCEL APN 0221078001, THENCE SOUTHWESTERLY ALONG SAID PARCEL'S WESTERLY BOUNDARY LINE FOR A DISTANCE OF 140.00 FEET TO A POINT ON SAID BOUNDARY LINE. THENCE NORTHWESTERLY ALONG A LINE PERPENDICULAR TO A LINE OFFSET SEVENTY (70) FEET SOUTH AND EAST OF, AND PARALLEL TO, THE CENTERLINE OF WOLLOCHET DRIVE AS DEPICTED ON SHEET 9 OF THAT CERTAIN MAP OF DEFINITE LOCATION ENTITLED SR 16, NARROWS BRIDGE TO OLYMPIC DRIVE, PREPARED BY THE WASHINGTON STATE HIGHWAY COMMISSION MARCH 19, 1970, TO SAID OFFSET LINE, THENCE NORTHEASTERLY ALONG SAID OFFSET LINE TO ITS INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTHERLY BOUNDARY LINE OF SAID PARCEL. THENCE EASTERLY ALONG SAID EXTENSION OF THE NORTHERLY BOUNDARY LINE TO THE POINT OF BEGINNING. SUBJECT TO AN EASEMENT FOR STREET AND UTILITY CONSTRUCTION, REPAIR, AND MAINTENANCE OVER THE ABOVE DESCRIBED TRACT.

PARCEL F:

THAT PORTION OF THE WESTERLY PORTION OF 38TH AVENUE RIGHT-OF-WAY CONSISTING OF PARCEL APN 0221074073 BOUNDED ON THE NORTH BY THE SOUTHERLY STATE ROUTE 16 RIGHT-OF-WAY LINE AS DEPICTED ON SHEET 9 OF THAT CERTAIN MAP OF DEFINITE LOCATION ENTITLED SR 16, NARROWS BRIDGE TO OLYMPIC DRIVE, PREPARED BY THE WASHINGTON STATE HIGHWAY COMMISSION MARCH 19, 1970, ON THE NORTHWEST BY PARCEL APN 0221078003, AND ON THE SOUTHWEST BY PARCEL APN 0221078004, AND ON THE EAST BY A LINE OFFSET THIRTY (30) FEET, MEASURED PERPENDICULAR TO AND WESTERLY OF, AND PARALLEL TO, THE SECTION LINE COMMON TO SECTIONS 7 AND 8 OF TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M. SUBJECT TO AN EASEMENT FOR UTILITY CONSTRUCTION, REPAIR AND MAINTENANCE OVER THE ABOVE DESCRIBED VACATED RIGHT-OF-WAY.

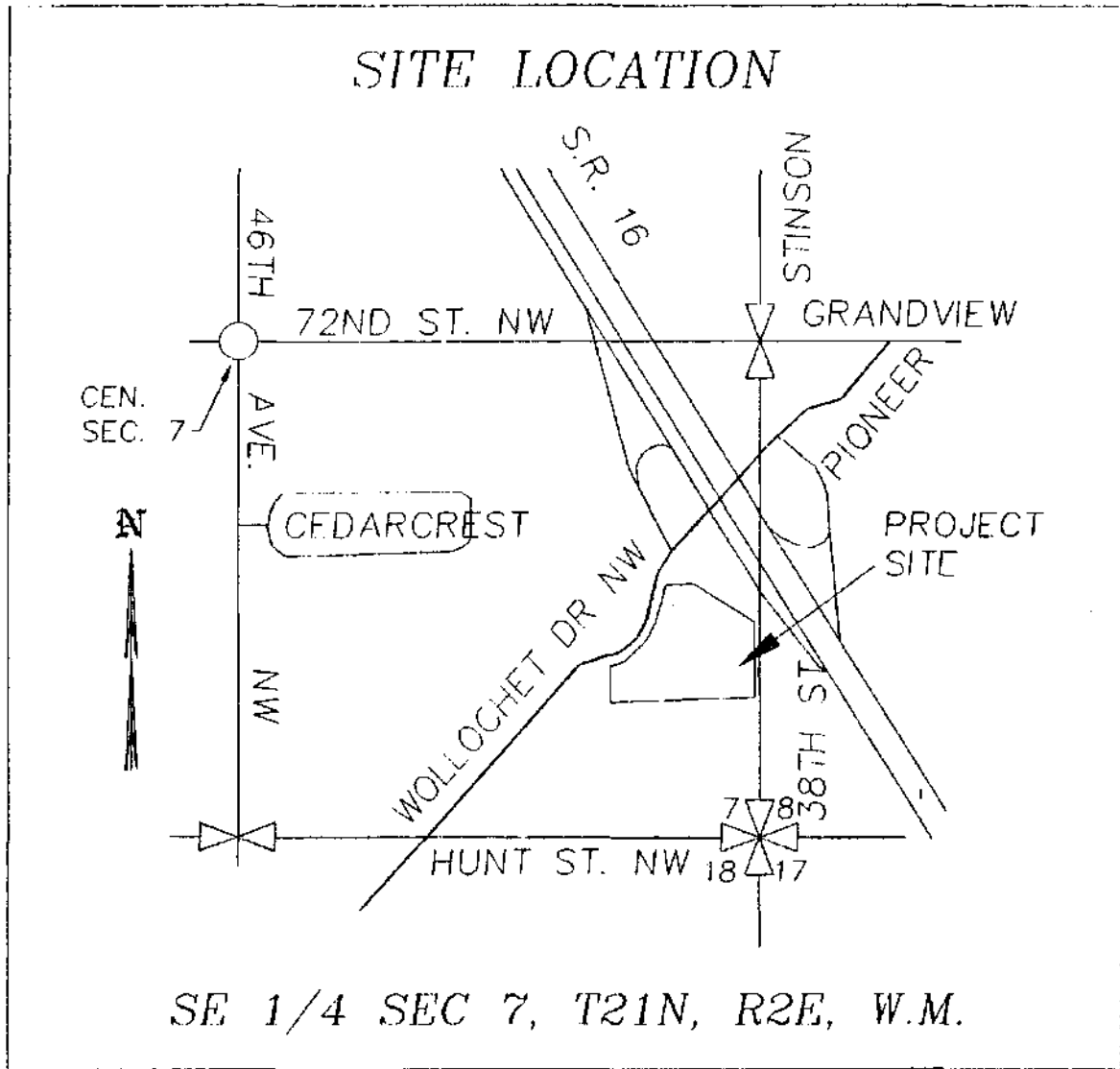


EXHIBIT A PAGE 4 OF 4

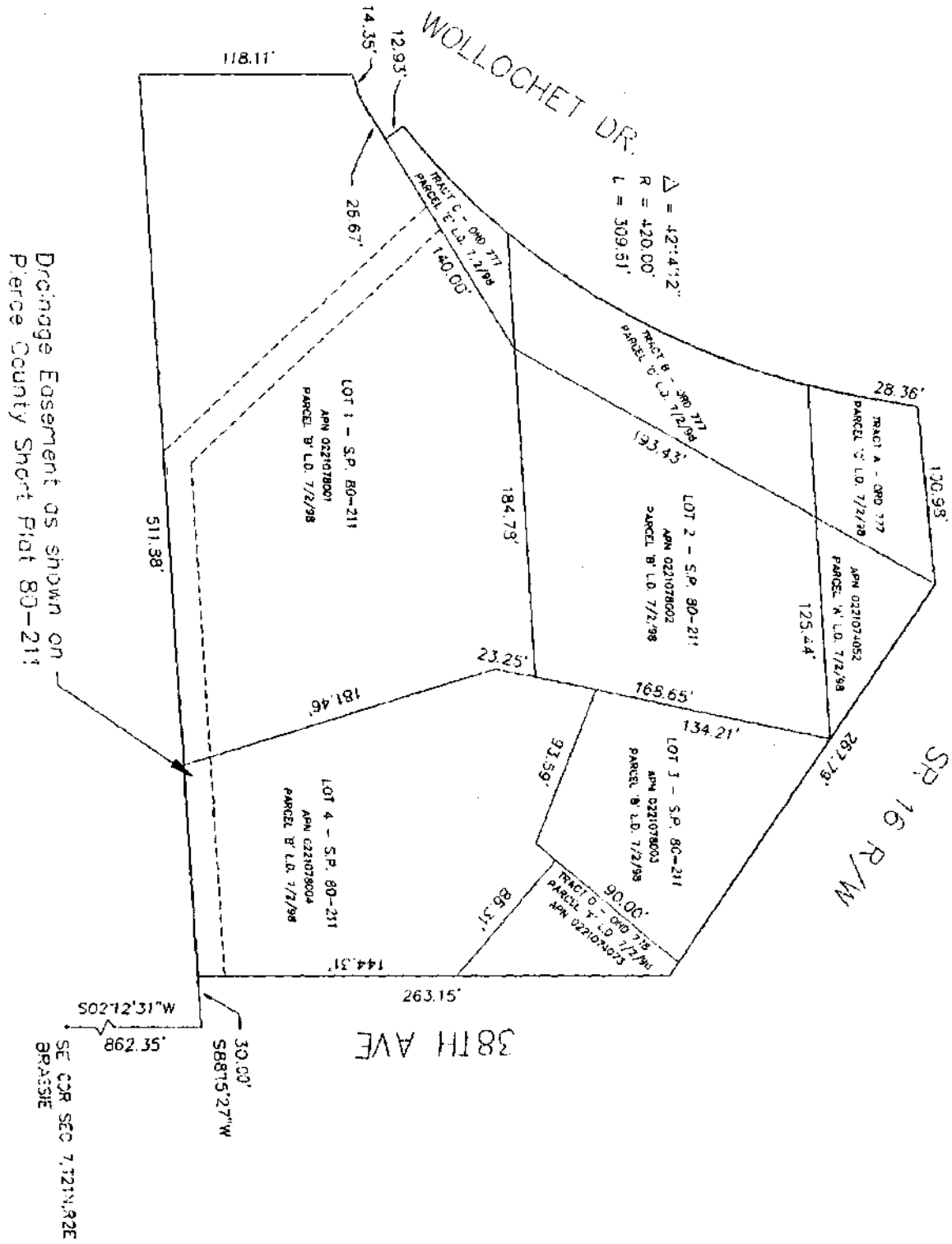


EXHIBIT B -REVISED LEGAL DESCRIPTION – PAGE 1 OF 4

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON;

THENCE ALONG THE EAST LINE OF SAID SECTION 7, NORTH 02 DEGREES 12 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 862.35 FEET;

THENCE LEAVING SAID EAST LINE OF SECTION 7, SOUTH 88 DEGREES 15 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF 38th AVENUE, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 4 OF PIERCE COUNTY SHORT PLAT NO. 80-211 AS RECORDED IN VOLUME 41 OF SHORT PLATS AT PAGE 74 AND ALSO BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, NORTH 02 DEGREES 12 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 263.15 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SR-16 (STATE HIGHWAY NO. 14 AS CONVEYED TO THE STATE OF WASHINGTON IN DEED RECORDED UNDER AUDITOR'S FILE NO. 1809901);

THENCE ALONG SAID RIGHT OF WAY LINE, NORTH 54 DEGREES 22 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 267.79 FEET TO A POINT ON THE TURN BACK LINE AS DEPICTED ON SHEET 9 OF THAT CERTAIN MAP OF DEFINITE LOCATION ENTITLED SR-16, NARROWS BRIDGE TO OLYMPIC DRIVE, PREPARED BY THE WASHINGTON STATE HIGHWAY COMMISSION MARCH 19, 1970 (SUPERIOR COURT CASE NO. 205305, FEBRUARY 1, 1972);

THENCE ALONG SAID TURNBACK LINE AND ITS EXTENSION, SOUTH 86 DEGREES 11 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 100.98 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF WOLLOCHET DRIVE AS PER CITY OF GIG HARBOR ORDINANCE NO. 777 DATED JULY 2, 1998, SAID LINE BEING PARALLEL WITH AND 70.00 FEET SOUTHEASTERLY FROM THE CENTERLINE OF WOLLOCHET DRIVE;

THENCE ALONG SAID PARALLEL RIGHT OF WAY LINE, SOUTH 11 DEGREES 34 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 28.36 FEET TO A POINT OF CURVATURE;

THENCE CONTINUING ALONG SAID PARALLEL RIGHT OF WAY LINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 420.00 FEET THROUGH A CENTRAL ANGLE OF 42 DEGREES 14 MINUTES 12 SECONDS FOR AN ARC DISTANCE OF 309.61 FEET;

THENCE ALONG SAID RIGHT OF WAY LINE AND LEAVING SAID PARALLEL LINE ON A LINE RADIAL TO SAID CURVE, SOUTH 36 DEGREES 11 MINUTES 09 SECONDS EAST FOR A DISTANCE OF 12.93 FEET TO A POINT ON THE NORTHWESTERLY LINE OF LOT 1 OF SAID PIERCE COUNTY SHORT PLAT NO. 80-211;

THENCE ALONG THE SAID RIGHT OF WAY LINE AND SHORT PLAT BOUNDARY, SOUTH 60 DEGREES 36 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 26.67 FEET;

THENCE ALONG THE SAID RIGHT OF WAY LINE AND SHORT PLAT BOUNDARY, SOUTH 74 DEGREES 43 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 14.35 FEET;

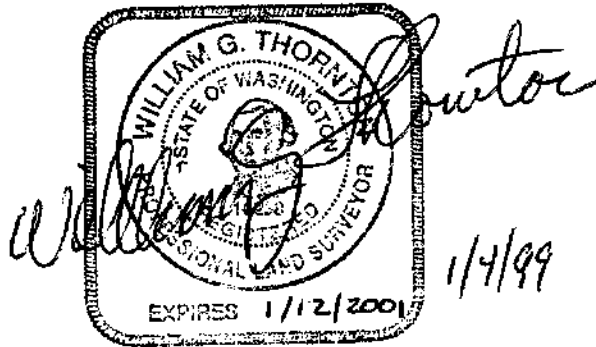
EXHIBIT B -REVISED LEGAL DESCRIPTION - PAGE 2 OF 4

THENCE LEAVING SAID RIGHT OF WAY LINE AND CONTINUING ALONG SAID SHORT PLAT BOUNDARY, SOUTH 02 DEGREES 18 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 118.11 FEET TO THE SOUTHWEST CORNER OF SAID SHORT PLAT NO. 80-211;

THENCE ALONG THE SOUTH LINE OF SAID SHORT PLAT, NORTH 88 DEGREES 15 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 511.88 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID SHORT PLAT AND ALSO BEING THE TRUE POINT OF BEGINNING AND THE TERMINUS OF THIS DESCRIPTION.

SUBJECT TO AND TOGETHER WITH EASEMENTS, CONDITIONS AND/OR RESTRICTIONS OF RECORD.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.



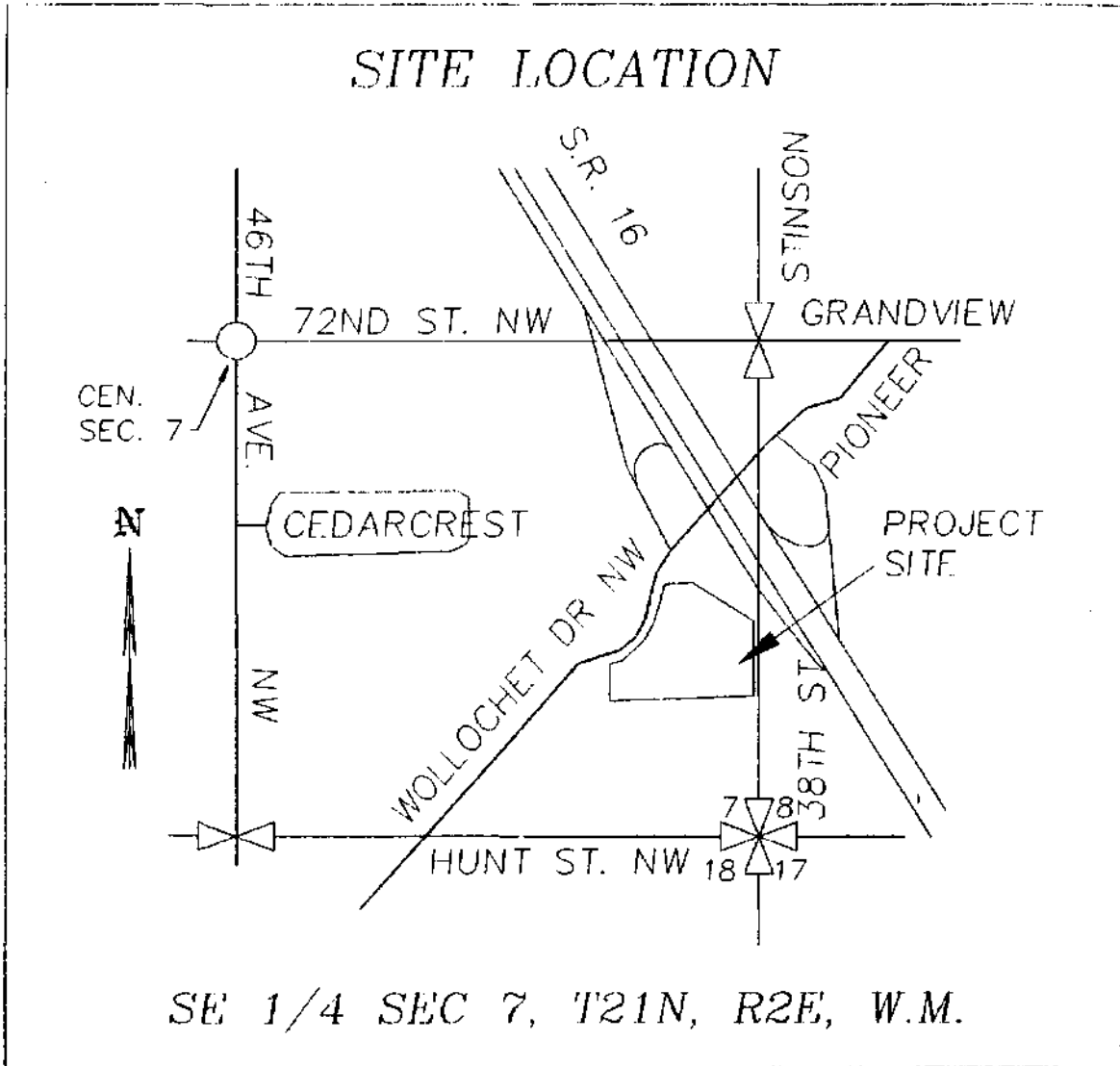
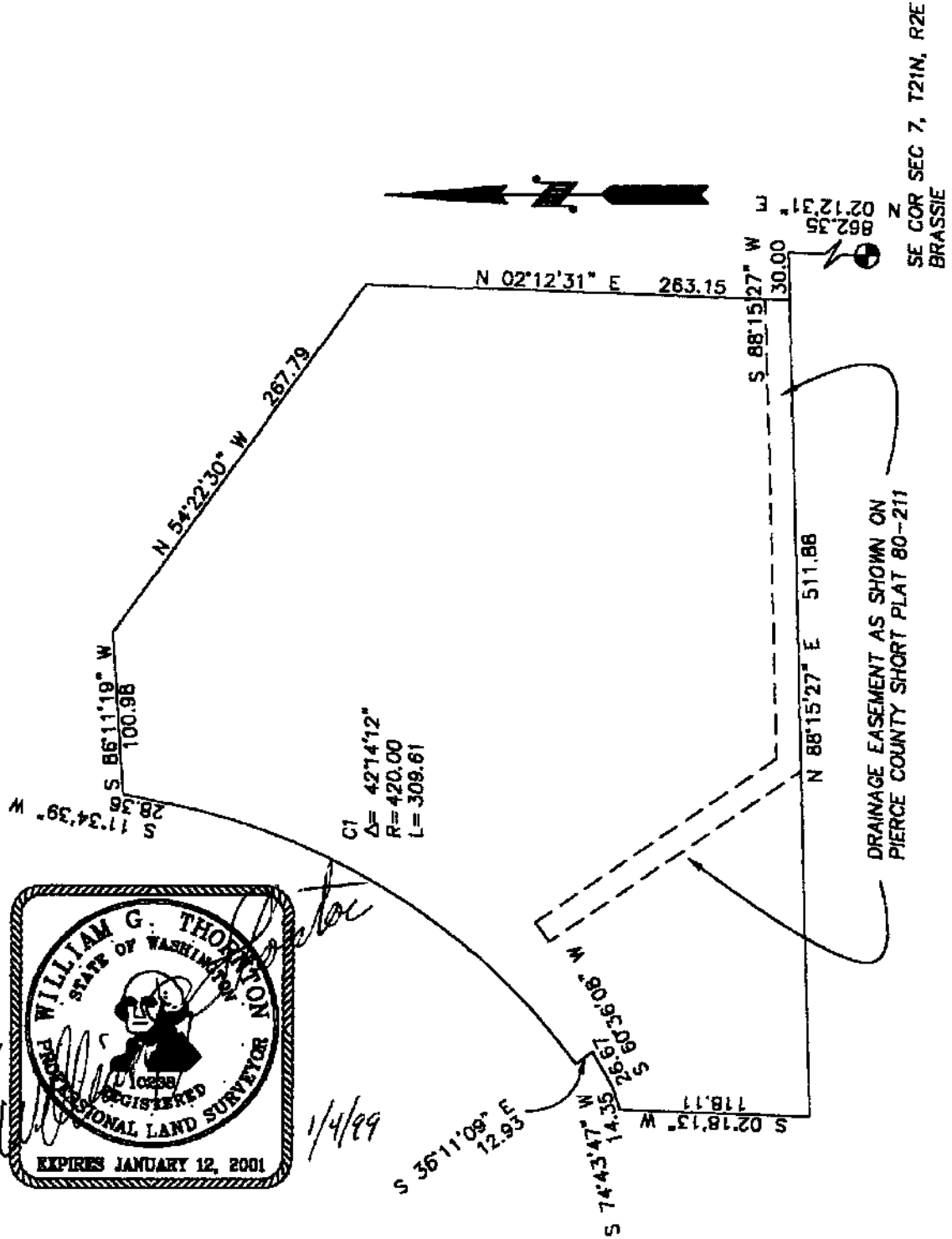


EXHIBIT B - REVISED LEGAL DESCRIPTION - PAGE 4 OF 4





City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR *Wes Hill*
SUBJECT: INTERLOCAL AGREEMENTS - STATE OF WASHINGTON
DEPARTMENT OF GENERAL ADMINISTRATION, AND CITY OF SEATTLE
DATE: JANUARY 5, 1999

INTRODUCTION/BACKGROUND

The State of Washington Department of General Administration, under the provisions of the Interlocal Cooperation Act, RCW 39.34.080, provides an outlet for local agencies to dispose surplus vehicles by presale and/or auctions administered by the agency at their facility in Fife. The attached standard interlocal agreement sets forth the terms and conditions should the City elect to utilize the Department of General Administration's resources to dispose any vehicle(s) and/or equipment in 1999.

Under the provisions of RCW Chapter 39.34, the City of Seattle offers other agencies an opportunity to "piggyback" on their purchases of supplies, materials, equipment and services. Such purchases are subject to execution of their standard form of agreement (attached), and the agency's compliance with the rules and regulations applicable to the agency.

FISCAL/POLICY CONSIDERATIONS

Execution of the two agreements will provide the City with options for purchase of supplies, materials, equipment, and services, and disposal of vehicles and equipment. Prior to purchasing on an open City of Seattle contract, staff will need to confirm that Seattle used procedures consistent with Gig Harbor's requirements.

RECOMMENDATION

I recommend that the Council move and approve execution of the attached Interlocal Agreements with the Department of General Administration for disposal of any surplus vehicles and/or equipment, and with the City of Seattle for purchase of supplies, materials, equipment and services.

AGREEMENT

WHEREAS, the Department of General Administration of the State of Washington is Authorized by RCW 43.19.1919 to sell surplus personal property; and

WHEREAS, the City of Gig Harbor (hereinafter referred to as City of Gig Harbor) is authorized to sell surplus personal property; and

WHEREAS, the Department of General Administration has the facilities and personnel to sell surplus personal property; and

WHEREAS, sales/auctions are currently scheduled for 1999, at the Surplus Property Yard, 1222 46th Ave E, Fife, WA 98424,

THEREFORE, it is agreed pursuant to the terms of RCW 39.34.080, that;

1. The State of Washington, Department of General Administration, Surplus Property, hereinafter referred to as the State, agrees to sell, as agent for City of Gig Harbor, items declared surplus and turned over to the State for disposal.
2. In consideration for the services provided by the State, City of Gig Harbor hereby agrees to:
 - a. VEHICLES (sedans, pickups, station wagons, vans): Pay 7.5% of the sale price for each vehicle sold; EQUIPMENT: for each item of equipment sold: Pay 7.5% of the sale price with a \$100.00 minimum and a \$900.00 maximum charge;
 - b. Deliver vehicles/equipment to the sale site at a mutually agreeable time.
 - c. Transmit titles to the State with a letter of transmittal prior to sale.
 - d. Provide a letter or listing of the vehicles or equipment prior to delivery. Vehicles should be adequately described, with information such as year, make, model, license, mileage, and defects if known.
 - e. Provide tires for vehicle, including the spare, if any, that conform to the requirement of RCW 46.37.423.
 - f. Provide a statement that the mileage shown on the vehicle's odometer is correct.
 - g. Accept the price received at time of sale.
 - h. Save and hold harmless the State of Washington, Department of General Administration, its officers, employee and agents (including the auctioneers) from and against, any and all claims arising from the sale transaction, either before, during, or after the sale, including but not limited to, claims of governmental agencies concerning the vehicle, claims made by the buyer or others based on faulty, damaged, missing or otherwise unsatisfactory parts or components, and claims for damage to property or injury to persons resulting from use of the vehicle.
3. The State of Washington agrees to sell the equipment, collect payment from the buyer, and reimburse the owing agency proceeds of sale less the fees specified above and a prep charge (wash & vacuum) for auction vehicles.
4. If for any reason, City of Gig Harbor accepts return of any item from the buyer, the selling cost shall not be returned.



 State of Washington Darrell Green

Tax ID# or Soc. Sec. # 91-6001435

Vehicle "Pre-Sales" OK

Auction only (vehicles) _____

_____ Agency

_____ Agency Signature
(print name also)

_____ Address

_____ City State Zip Code