

Gig Harbor City Council Meeting



July 13, 1998

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

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
July 13, 1998 - 7:00 p.m.

CALL TO ORDER:

PUBLIC HEARING: Planning Commission Recommendation – Preannexation Zoning for the Purdy Area.

APPROVAL OF MINUTES:

CORRESPONDENCE / PROCLAMATIONS:

OLD BUSINESS:

1. Planning Commission Recommendation – Preannexation Zoning for the Purdy Area – Second Reading of Ordinance.
2. Request for Consideration to Annex to the City – Fairway Estates.
3. Second Reading of Ordinance – Eliminating a Reference to the Process for Appeals of the CUP Process.
4. Second Reading of Ordinance – Establishment of Speed Limits.
5. East-West Roadway Construction Project Release and Covenant Not to Sue.

NEW BUSINESS:

1. DUI Task Force Interlocal Agreement.
2. Cash Receipting Software Purchase.
3. First Reading of Ordinance – Indemnification.
4. Transportation Plan Update – Consultant Services Agreement.
5. Park, Recreation and Open Space Plan Update – Consultant Services Agreement.
6. Purchase Authorization – Harborview Drive Water Main Replacement.
7. Purchase Authorization – Hill Street Water main Replacement.
8. Purchase Authorization – North Harborview Drive Street Lights.
9. Copier Maintenance Agreement Renewal.
10. Liquor License Applications – Flowers on the Bay; Satish Changela (AM-PM Minimart).
11. Liquor License Renewals – Emerald Star Restaurant; Hunan Garden Restaurant; Kinza Teriyaki; Shorline Steak & Seafood Grill; Spiro's Bella Notte' Pizza & Pasta; The Keeping Room, Candles & Wine Etc.
12. Special Occasion Liquor License – Peninsula High School Booster Club.

PUBLIC COMMENT/DISCUSSION:

COUNCIL COMMENTS:

STAFF REPORTS:

Mitch Barker, GHPD June Stats.

ANNOUNCEMENTS OF OTHER MEETINGS:

Special City Council Meeting – August 3, 1998, 7:00 p.m. at City Hall.

APPROVAL OF BILLS:

APPROVAL OF PAYROLL:

EXECUTIVE SESSION: For the purpose of discussing property acquisition per RCW 42.30.110, (b) and litigation, and potential litigation, per RCW 42.30.110 (i).

ADJOURN:

DRAFT

REGULAR GIG HARBOR CITY COUNCIL MEETING OF JUNE 22, 1998

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

CALL TO ORDER: 7:06 p.m.

APPROVAL OF MINUTES:

MOTION: Move approval of the minutes of June 8, 1998 meeting as presented.
Picinich/Dick – four members voted in favor. Councilmember Markovich abstained.

CORRESPONDENCE/PROCLAMATIONS:

1. American Legion Flag Program. Mayor Wilbert read this letter from the city thanking the American Legion for the flag display on the City of Gig Harbor streets, and awarding them \$250 towards the project.
2. Proclamation – Honoring Max Bice. Mayor Wilbert spoke briefly on Emergency Preparedness efforts to prepare the community in case of a disaster. She introduced Max Bice, who gave a history of KGHP, the local radio station. Mr. Bice thanked members of the audience including Keith Stiles, Daphne Daus, Milt Boyd and others who supported the formation of the station. He explained that the station has a very active role in dissemination of information in emergency situations on the Peninsula, as well as a vocational aid to the Peninsula School District. He added that the station would celebrate a ten year anniversary in August. Mayor Wilbert read the proclamation, thanked Mr. Bice for his contribution, and explained that a Max Bice KGHP Radio Fund would be established through the Peninsula School District, dedicated to the education and training of students at the station.

OLD BUSINESS:

1. Third Reading of Ordinances – Management Public Docks. Mark Hoppen, City Administrator, explained that the first ordinance modifies the mooring time limits and restrictions for the loading and unloading zones, and the second ordinance relates to moorage fees and overnight time limits. He added that there remained concerns over enforcement of the second ordinance due to the lack of a terminal time on the overnight stay.

MOTION: Move for adoption of Ordinance No. 793.
Picinich/Dick –

Councilmembers asked Mitch Barker, Chief of Police, questions about enforcement. After discussion, Council recommended defining the overnight period as 10:00 p.m. to 7:00 a.m.

AMENDED MOTION: Move to defining the hours of overnight moorage as the period beginning 10:00 p.m. to 7:00 a.m.
Picinich/Markovich – unanimously approved.

ORIGINAL MOTION: Move for adoption of Ordinance No. 793.
Picinich/Dick – unanimously approved.

MOTION: Move to approve Ordinance No. 794 changing the mooring time from 24 to 48 hours and establishing restrictions for the loading/unloading zone.
Dick/Owel – unanimously approved.

NEW BUSINESS:

1. Request for Consideration to Annex to the City – Fairway Estates. Ray Gilmore, Planning Director, presented this petition from Fairway Estates for consideration to annex to the City of Gig Harbor. He explained that this neighborhood was included within the Urban Growth Area and that the area, if annexed, would be zoned R-1. He added that Staff recommended that if Council accepted the annexation, that the neighborhood be required to assume their pro-rata share of the city's bonded indebtedness. He explained that if Council approved the request to continue with the annexation effort, a public hearing would be scheduled for consideration of a 60% petition, which would be submitted to Pierce County Assessor for certification.

Councilmember Dick asked if the zoning had been established. Mr. Gilmore explained that zoning had been set by ordinance previously. Councilmember Dick then asked if a legal description had been submitted for the neighborhood. Mr. Gilmore explained that the required legal description had not yet been prepared and that it would be submitted with the 60% petition.

Councilmember Dick said that he believed that it was statutorily required for the persons requesting annexation to submit a legal description for Council's approval and modification before it could be attached to the 60% petition, along with a map and any bonded indebtedness requirements.

Mr. Gilmore said he would confer with Legal Counsel to whether the 10% petition would have to be recirculated with a legal description and resubmitted, or if the map included in the petition as an Exhibit would suffice. He said he would also contact Fairway Estates to have them prepare a legal description to be brought back for approval.

Councilmember Platt asked which services were currently provided to the proposed annexation area. Mr. Gilmore explained no city services were provided at this time, and that it was his understanding that the neighborhood had functioning septic systems. Wes Hill, Public Works Director, explained that there is a concern regarding the economics of extending sewer to the area because the annexation was proposed for only one side of the public right-of-way. He added that the streets in the neighborhood were in poor condition and that the storm water detention facility had not been properly maintained, a matter which may have to be coordinated with Pierce County.

Jim Pasin, 3208 50th St. Ct. NW. Mr. Pasin asked for assistance in moving the annexation forward. He gave a brief history of the process which he said had begun in 1996. He said that the systems in the neighborhood are all operational and that he knew of no existing problems. He answered questions regarding the roads within the neighborhood and the greenbelt park. He explained that there is an active Homeowners Association.

After discussion by Council, staff was requested to provide Council with a description and the economic feasibility of the annexation, and a resolution adopting or modifying a legal description to meet legal requirements and requiring assumption of city bonded indebtedness to be circulated with the 60% petition. Mark Hoppen explained that in past annexations, the overall profile information was not submitted until after the 10% petition had been approved to allow for a more in-depth study to be presented. Councilmembers asked for clarification on when the final judgement had to be made on whether to accept the annexation. Howard Jensen, Legal Counsel, explained that the final decision would come at a later date, after the public hearing process.

Councilmembers asked if Fairway Estates was asking the city to assume responsibility for the water system, the park area, roads, and storm water run-off system. Mr. Pasin explained that the water was provided by an outside purveyor, and that they would not be asking the city to maintain the park facilities. He added that he was not sure of the ownership of the storm water system or roads. He stressed that if Fairway Estates had been included in the Urban Growth Area at the time of the Westside Annexation, the neighborhood would have been included in the annexation process without any separate scrutiny. He asked for consideration because of this.

MOTION: Move we set the July 13th Council Meeting as the date to consider the 10% petition for Annexation for Fairway Estates and to modify the legal description of the annexation area to meet legal requirements and to require the assumption of bonded indebtedness by the annexed property.
Picinich/Owel – unanimously approved.

2. NPDES Effluent Mixing Study, Water Quality Monitoring, and Sediment Monitoring – Consultant Service Contract. Wes Hill introduced this contract and explained that under the NPDES permit, the city is required to test the water quality in the bay twice a year. He added that this contract provides for this testing.

MOTION: Move to approve the execution of the Consultant Services Contract with Cosmopolitan Engineering Group, in an amount not to exceed fifteen thousand ninety-two dollars and no cents (\$15,092.00).
Dick/Owel – unanimously approved.

3. TIB Grant Agreement – 38th Avenue Sidewalk Improvements. Wes Hill explained that the Transportation Improvement Board had approved the city's grant application for design and construction of a sidewalk along the east side of 38th Avenue from 47th Street Court to the city limits. He added that two conditions for accepting the TIB grant offer include execution of the Project Agreement for Design and Construction Proposal, and completion of the sidewalk construction by July 1, 2000. He answered Council's questions and recommended execution of the project agreement for design and construction of the project.

MOTION: Move we authorize execution of the attached "Project Agreement for Design and Construction Project" with the Transportation Improvement Board.
Markovich/Owel – unanimously approved.

4. First Reading of Ordinance – Establishment of Speed Limits. Wes Hill introduced this ordinance with recommended speed limits for the newly annexed Gig Harbor North and Westside areas. He explained that traffic counters had been placed at various locations and that the information had been submitted to WSDOT for processing. He gave an overview of the summary of the analysis. Councilmember Picinich voiced his concern that the speed limit on Peacock Hill had recently been reduced to 25 mph and the recommendation from WSDOT raised the limit to 35 mph. Mr. Hill explained the reasoning for the recommendation for a 35 mph limit. Councilmember Owel stated that citizen concerns about traffic safety on Peacock Hill Road suggest review of the historical county speed limit, which in her view, did not address issues like driveway access, school children, and other pedestrian activity.

Mr. Hill further explained one of the reasons for posting at a percentile is to limit frustrated drivers who take unnecessary chances. He added that he had received several calls subsequent to the reduction of the speed limit with the concern that people are passing when cars in front of them slow to the slower speed limit or attempt to make a left hand turn. He said that the calls are running eight to one against the 25 mph, mostly from persons living outside the city limits. Chief Barker said that he also had a number of complaints from people, several of them asking when they could speak to Council in regards to the limit. He added that he understood the concerns, but as the traffic study reflects, the road is designed to travel significantly above the 25 mph limit and it would become an area that would always have a speeding problem.

MOTION: Move that at the next meeting, we allow public comment at the second reading of this ordinance.
Dick/Markovich – unanimously approved.

5. Purchase Authorization – Materials for Watermain Replacement. Wes Hill introduced these price quotations for purchase of materials for replacement of the undersized and aging water main in Sellers Street. He added that the work would be performed by the Public Works crew.

MOTION: Move we authorize the purchase of the water main materials for the Sellers Street water main replacement project from H.D. Fowler in the amount of nine-thousand four-hundred forty-two dollars and fifty-five cents, (\$9,442.55) including sales tax.
Markovich/Picinich – unanimously approved.

6. First Amendment to the Consultant’s Service Agreement – Parametrix. Mark Hoppen asked that a motion be made to move this item to the end of the agenda.

MOTION: Move we postpone this agenda item to after the Executive Session.
Dick/Owel – unanimously approved.

7. Six-Year Transportation Improvement Program, 1999 – 2004. Wes Hill explained that essential to the Growth Management Act, and to receive state and federal-aid funding assistance, local agencies are required to prepare a Six-Year Transportation Plan. He gave an overview of the top projects and answered Council’s questions.

MOTION: Move to adopt Resolution No. 519 adopting the Six-Year Transportation Plan as presented.
Markovich/Owel – unanimously approved.

8. First Reading of Ordinance – Eliminating a Reference to the Process for Appeals of the CUP Process. Ray Gilmore explained that this ordinance corrected a reference in Chapter 17.64.080 regarding a review process that was superseded by the adoption of Title 19. He added that this ordinance would return at the next meeting for a second reading.

9. Appeal of Hearing Examiner’s Decision – Memory Lanes Bowling Center. Mayor Wilbert introduced this as a closed-record appeal and read the rules governing an appeal of a Hearing Examiner’s decision. She asked if any Councilmembers wished to reveal any ex parte oral or written communications on this matter, or to disclose any potential appearance of fairness issues, or if any member of the audience had any appearance of fairness challenges to any of the Councilmembers or Mayor. Councilmember Markovich said that the appellant, Scott Wagner, was his wife’s first cousin. There was no objection to Councilmember Markovich remaining to hear the appeal.

Ray Gilmore presented this appeal of the Examiner's decision to not allow a storm water main line to run under the parking structure of the proposed Memory Lanes Bowling Center. He explained that Staff was recommending a modification to the Condition of Approval #7 to allow the applicant to locate the sewer main beneath the parking structure if it conformed with the Uniform Plumbing Code and that the structure not be allowed in its proposed location unless the existing easement was formally extinguished and a new easement established. Mr. Gilmore introduced the appellant, Scott Wagner.

Mr. Wagner explained that he was in agreement with Staff's recommendations and asked for clarification of Section C of the decision, due to the length of the sentence. Mr. Gilmore explained that the storm detention system could be constructed if it meets with the requirements of the Uniform Plumbing Code, and it can be demonstrated to the Building and Public Works Departments that the system can be maintained and repaired if necessary.

MOTION: Move to approve Resolution No. 520 and that in Section C, page three of three, the word 'main' be inserted after the second word 'storm' in the seventh line.
Picinich/Dick – unanimously approved.

10. Resolution – Indemnification. Howard Jensen, Legal Counsel, explained that this resolution was to be presented by Carol Morris and suggested that Council move to postpone the item until the next meeting. Councilmember Dick suggested that Carol Morris may want to bring the item back as an ordinance rather than a resolution so it could be included in the city's code.

MOTION: Move to table this agenda item until the next meeting when Carol Morris, Legal Counsel, is present.
Picinich/Owel – unanimously approved.

11. Liquor License Application – Chrome Grill Restaurant & Lounge (Memory Lanes). No action taken.

PUBLIC COMMENT:

John Rose – PO Box 1780, Poulsbo, Washington. Mr. Rose explained that he represented Olympic Resource Management and was before Council to talk about the East-West Road. He said that they had been working toward the annexation and development of the East-West Road for ten years, and that it had been a cooperative effort. He said that he hadn't spoken to anyone from the city in several months, but began seeing articles in the local newspapers about overruns in the cost of the project that may cause delays. He asked why he had not been contacted by someone from the city about these delays. Wes Hill apologized for not contacting Mr. Rose and said that he thought by the direction of the last meeting, that he understood the problems that the city is facing with escalating costs. He added that later in the meeting Council would be

considering an amendment to a contract to move the project forward, and said that he appreciated all the support from Olympic Resource Management.

Councilmembers voiced concerns about the lack of information on the estimated cost of the project and asked when they could expect this information to be able to share it with the property owners. Wes Hill explained that it could take up to four months to complete the conceptual design, submit the plans to DOT, complete the wetlands delineation then submit the results to the Corps of Engineers and the Department of Ecology for review.

COUNCIL COMMENTS: None.

STAFF REPORT:

Mitch Barker, Chief of Police. Chief Barker gave a brief overview of the May statistics and offered to answer questions.

ANNOUNCEMENT OF OTHER MEETINGS:

Dedication of Lightpole Park on Pioneer Street – 7:00 a.m. on July 3rd.

APPROVAL OF BILLS:

MOTION: Move approval of warrants #20381 through #20472 in the amount of \$90,409.02.
Platt/Owel - unanimously approved.

EXECUTIVE SESSION:

MOTION: Move to adjourn to Executive Session at 9:35 p.m. for approximately 45 minutes for the purpose of discussing property acquisition per RCW 42.30.110, (b) and litigation per RCW 42.30.110 (i).
Picinich/Dick – unanimously approved.

MOTION: Move to return to regular session at 10:10 p.m.
Picinich/Owel – unanimously approved.

MOTION: Move we authorize the Amendment No. One to the Consultant Services Contract between the City of Gig Harbor and Parametrix, Inc. for the East-West Road Construction Project.
Dick/Picinich – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 10:13 p.m.
Platt/Dick - unanimously approved.

Cassette recorder utilized.

Tape 497 Side A 390 – end.

Tape 497 Side B 000 – end.

Tape 498 Both Sides.

Tape 499 Both Sides.

Tape 500 Side A 000 – 036.

Mayor

City Clerk



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: RAY GILMORE, DIRECTOR, PLANNING-BUILDING DEPARTMENT
SUBJ.: PLANNING COMMISSION RECOMMENDATION - PREANNEXATION
ZONING FOR THE PURDY AREA - SECOND READING OF ORDINANCE
DATE: JULY 9, 1998

INTRODUCTION/BACKGROUND

Attached is the Planning Commission's findings and recommendations (Resolution No. 1 of 1998) on a pre-annexation zoning plan for the Purdy area and an ordinance adopting the Planning Commission's recommendation.

The Purdy area UGA encompasses approximately 348 acres, lying east of Henderson Bay/Burley Lagoon. The current uses within the area are varied and range from a small commercial strip along Purdy Drive NW (SR-302) adjacent to the shoreline, a high school and elementary school east of Purdy Drive NW, corporate office and equipment storage for Peninsula Light District, maintenance shops and equipment storage for the Pierce County Public Works Department and several small residential areas along the shoreline and adjacent to Purdy Drive NW and Goodnough Drive NW.

Pierce County accomplished the Purdy community inclusion into the urban growth area in November of 1995. In 1997, the Planning Commission considered comprehensive plan land use designations for the Purdy area. Following the requisite public hearing, the Planning Commission forwarded a recommendation to the Gig Harbor Council for the adoption of land-use designations for the Purdy area. Following two public meetings, the City Council passed Ordinance No. 755, establishing City of Gig Harbor Comprehensive Plan land-use designations for the Purdy area. The adopted designations are Commercial-Business, Public-Institutional, Employment and Low Density Residential.

POLICY CONSIDERATIONS

The Planning Commission conducted a public hearing on the proposed pre-annexation zoning plan for the Purdy area on March 5, 1998. Public notice was provided by publishing in the Peninsula Gateway on February 18, 1998 and mailing out to interested parties who requested to be notified during the last comprehensive plan update in 1997. At a worksession on March 19, 1998, the Planning Commission voted unanimously to recommend the proposed pre-annexation zoning plan for the Purdy Community. The Council conducted a first reading on the ordinance at a public hearing on May 26, 1998. The proposed zoning would only take effect upon annexation of the area affected.

FISCAL CONSIDERATIONS

The adoption of this ordinance would not have a direct fiscal impact on the city.

RECOMMENDATION

This is the second reading of the ordinance. Pursuant to RCW 35.A.14.340, the legislative body of a code city must conduct at least two public hearings on a proposed zoning regulation for an annexation area, to be held not less than thirty days apart. Although no annexation is pending and none is foreseen in the near future, the law applies for any area of the City's UGA where pre-annexation zoning is proposed.

**CITY OF GIG HARBOR PLANNING COMMISSION
RESOLUTION # 1 OF 1998**

**A RESOLUTION OF THE CITY OF GIG HARBOR PLANNING
COMMISSION RECOMMENDING ADOPTION BY THE GIG
HARBOR CITY COUNCIL OF PROPOSED AMENDMENTS TO
THE CITY OF GIG HARBOR ZONING DISTRICT MAP FOR THE
PURDY AREA.**

WHEREAS, the City of Gig Harbor completed an update of the Comprehensive Plan in November of 1994 in compliance with the Growth Management Act of 1990; and,

WHEREAS, the City of Gig Harbor Comprehensive Plan Land Use Map establishes an Urban Growth Area (UGA) as defined by RCW 36.70A; and,

WHEREAS, the original UGA was adopted by Pierce County in 1994 and included Pierce County Land Use designations; and,

WHEREAS, the Purdy community inclusion into the urban growth area was accomplished in November of 1995 by Pierce County; and,

WHEREAS, the Planning Commission conducted a public hearing on February 27, 1997 to consider Comprehensive Plan land use designations for the Purdy area. Following the requisite public hearing, the Planning Commission forwarded a recommendation to the Gig Harbor Council for the adoption of land-use designations for the Purdy area; and,

WHEREAS, following two public meetings, the City Council passed Ordinance No. 755, establishing City of Gig Harbor Comprehensive Plan land-use designations for the Purdy area. The adopted designations are Commercial-Business, Public-Institutional, Employment and Low Density Residential; and,

WHEREAS, in a staff report dated February 25, 1998, the Planning and Building Services Department recommended that city zoning designations for the Purdy UGA be adopted, consistent with the City of Gig Harbor Comprehensive Plan and the Pierce County Comprehensive Plan; and,

WHEREAS, the Purdy area is a part of the City's Urban Growth Area (UGA) and is not subject to city land use standards until such time that the area may be annexed to


the City; and,

WHEREAS , the proposed zoning plan for the Purdy area is a reasonable representation of the city's land use designations as established in the City of Gig Harbor Comprehensive Plan, and as amended pursuant to Ordinance #755; and,

WHEREAS, on January 23, 1998, notice of the proposed amendments to the City's Development Regulations was provided to Local and State Agencies as required pursuant to RCW 36.70A

NOW, THEREFORE BE IT RESOLVED by the City of Gig Harbor Planning Commission that the Gig Harbor City Council adopt the proposed amendments to the City of Gig Harbor Zoning District Map (Urban Growth Area) as per the attached Exhibit "A".

PASSED this 2nd day of April 1998, by the City of Gig Harbor Planning Commission of those present at its regular meeting.



Paul Kadzik, Chairman

Date April 2, 1998.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, ADOPTING A CITY PREANNEXATION ZONING MAP FOR THE CITY OF GIG HARBOR URBAN GROWTH AREA WITHIN THE PURDY COMMUNITY AND APPLYING CITY ZONING DESIGNATIONS ON PROPERTY SO AFFECTED UPON THE ANNEXATION OF THE AREA .

WHEREAS, the City of Gig Harbor completed an update of the Comprehensive Plan in November of 1994 in compliance with the Growth Management Act of 1990; and,

WHEREAS, the City of Gig Harbor Comprehensive Plan Land Use Map establishes an Urban Growth Area (UGA) as defined by RCW 36.70A; and,

WHEREAS, the original UGA was adopted by Pierce County in 1994 and included Pierce County Land Use designations; and,

WHEREAS, the Purdy community inclusion into the urban growth area was accomplished in November of 1995 by Pierce County; and,

WHEREAS, the Planning Commission conducted a public hearing on February 27, 1997 to consider Comprehensive Plan land use designations for the Purdy area. Following the requisite public hearing, the Planning Commission forwarded a recommendation to the Gig Harbor Council for the adoption of land-use designations for the Purdy area; and,

WHEREAS, following two public meetings, the City Council passed Ordinance No. 755, establishing City of Gig Harbor Comprehensive Plan land-use designations for the Purdy area. The adopted designations are Commercial-Business, Public-Institutional, Employment and Low Density Residential; and,

WHEREAS, in a staff report dated February 25, 1998, the Planning and Building Services Department recommended that city zoning designations for the Purdy UGA be adopted, consistent with the City of Gig Harbor Comprehensive Plan and the Pierce County Comprehensive Plan; and,

WHEREAS, the Purdy area is a part of the City's Urban Growth Area (UGA) and is not subject to city land use standards until such time that the area may be annexed to the City; and,

WHEREAS , the proposed zoning plan for the Purdy area is a reasonable representation of the city's land use designations as established in the City of Gig Harbor Comprehensive Plan, and as amended pursuant to Ordinance #755; and,

WHEREAS, on January 23, 1998, notice of the proposed amendments to the City's Development Regulations was provided to Local and State Agencies as required pursuant to RCW 36.70A.

WHEREAS, pursuant to RCW 35A.14.330 and.340, the City Council held two public hearings, not less than 30 days apart, on proposed preannexation zoning designations for the area; and,

WHEREAS, after taking public testimony during the two required public hearings, the City Council decided to adopt pre-annexation zoning designations established by this ordinance.

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

Section 1. Pre-Annexation Zoning Established. Pursuant to RCW35A.14.330 and .340, the following pre-annexation zoning designations are hereby established as provided as follows:

Residential

R-1 (Chapter 17.16)
Map area 3

Low density residential
All of blocks 1, 2, 7, 8, 9, 10, 11, 12, 13, 14, 15 and the south halves of blocks 3 and 4 in Purdy.

Map area 9

All remaining lands within the Purdy Community UGA, excluding those specifically identified in this ordinance.

Residential Business

RB-1 (Chapter 17.28)

Low density residential with low intensity business uses

Map area 1

Pierce County Assessor's tax parcel numbers 0122242020, 0122242019, 0122242002, 0122242022

Map area 10

Pierce County Assessor's tax parcel number 0122247006

Commercial Business

| | |
|---|--|
| <p>B-2 (Chapter 17.36)</p> <p style="padding-left: 40px;">Map area 2</p> <p style="padding-left: 40px;">Map area 11</p> | <p>General retail and wholesale sales and service.</p> <p>All of blocks 5 and 6 and the north halves of blocks 3 and 4, within Purdy, also including Pierce County Assessor's tax parcel numbers 0122242060 and 0122242029.</p> <p>Pierce County Assessor's tax parcel numbers 0122251016 and 0122252036.</p> |
| <p>WC (Chapter 17.50)</p> <p style="padding-left: 40px;">Map area 4</p> | <p>Retail, wholesale, light manufacturing.</p> <p>All properties lying west of the centerline of Purdy Drive NW/SR-302, extending from Franklin Street on the north to the quarter section line of Section 24, Township 22 North, Range 1 E.W.M. to the south.</p> |
| <p>Employment</p> <p style="padding-left: 40px;">ED (Chapter 17.45)</p> <p style="padding-left: 80px;">Map area 7</p> <p style="padding-left: 80px;">Map area 8</p> | <p>Processing and manufacturing; limited retail.</p> <p>Pierce County Assessor's tax parcel numbers 0122241022, 0122241006, 0122241039, 0122241042, 0122241043, 0122241044, 0122245005, 0122245006, 0122245007 and 0122245008.</p> <p>Pierce County Assessor's tax parcel numbers 0122242000, 0122242042, 0122242044, 0122242066, 0122242064, 0122242067, 0122242056, 0122242057, 0122242058, 0122246001, 0122246002 and 0122246005.</p> |
| <p>Public Institutional</p> <p style="padding-left: 40px;">PI (Chapter 17.15)</p> <p style="padding-left: 80px;">Map area 5 and 6</p> | <p>Public facilities</p> <p>Pierce County Assessor's tax parcel numbers 0122242063, 0122242021, 0122242037 and 0122241058.</p> |

Section 2. Preannexation Zoning Map Adopted. A zoning map for the City of Gig Harbor Urban Growth Area, hereby referenced as Exhibit "A", attached, is hereby adopted.

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:

MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

FILED WITH THE CITY CLERK: May 21, 1998
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

SUMMARY OF ORDINANCE NO. _____

of the City of Gig Harbor, Washington

On the _____ day of _____, 1998, the City Council of the City of Gig Harbor, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, ADOPTING A CITY PREANNEXATION ZONING MAP FOR THE CITY OF GIG HARBOR URBAN GROWTH AREA WITHIN THE PURDY COMMUNITY AND APPLYING CITY ZONING DESIGNATIONS ON PROPERTY SO AFFECTED UPON THE ANNEXATION OF THE AREA .

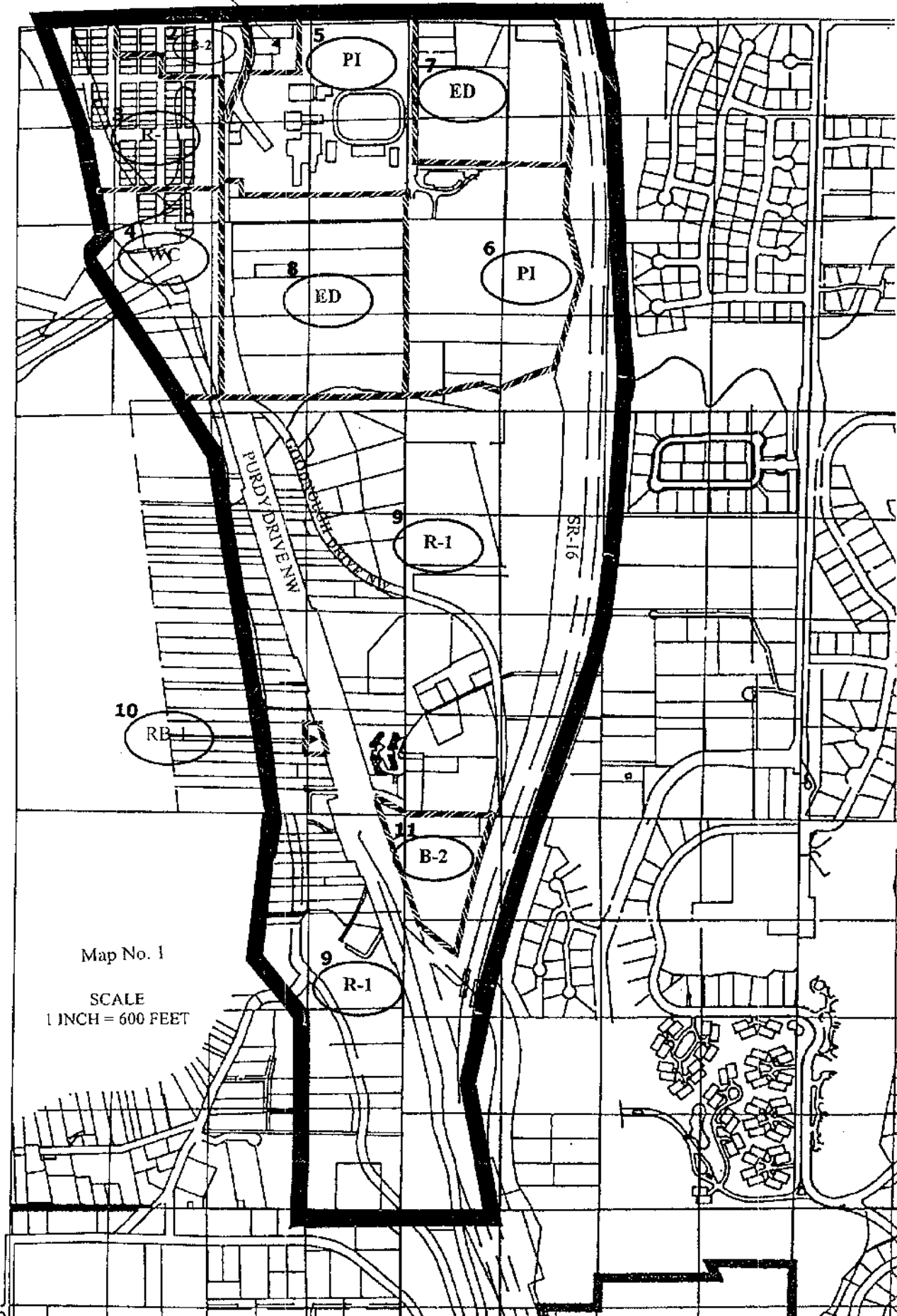
The full text of this Ordinance will be mailed upon request.

DATED this _____ day of _____, 1998.

MOLLY TOWSLEE, CITY CLERK

City of Gig Harbor
Proposed Zoning Districts
Purdy Area UGA

1 RB-1



Map No. 1

SCALE
1 INCH = 600 FEET



City of Gig Harbor. The "Maritime City"

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

CITY OF GIG HARBOR PLANNING AND BUILDING SERVICES

REPORT TO THE CITY OF GIG HARBOR PLANNING COMMISSION

**PROPOSED AMENDMENTS TO THE CITY OF GIG HARBOR
ZONING DISTRICT MAP**

FEBRUARY 25, 1998

**ZONING DISTRICT MAP AMENDMENT FOR THE PURDY
COMMUNITY INTO THE CITY'S URBAN GROWTH AREA.**

Overview

The Purdy community inclusion into the urban growth area was accomplished in November of 1995 by Pierce County. In 1997, the Planning Commission considered land use designations for the Purdy area. Following the requisite public hearing, the Planning Commission forwarded a recommendation to the Gig Harbor Council for the adoption of land-use designations for the Purdy area. Following two public meetings, the City Council passed Ordinance No. 755, establishing City of Gig Harbor Comprehensive Plan land-use designations for the Purdy area. The adopted designations are Commercial-Business, Public-Institutional, Employment and Low Density Residential. A copy of the Comprehensive Plan land use map is attached.

The Purdy Area UGA encompasses approximately 348 acres, lying east of Henderson Bay/Burley Lagoon. The current uses within the area are varied and range from a small commercial strip along Purdy Drive NW (SR-302) adjacent to the shoreline, a high school and elementary school east of Purdy Drive NW, corporate office and equipment storage for Peninsula Light District, maintenance shops and equipment storage for the Pierce County Public Works Department and several small residential areas along the shoreline and adjacent to Purdy Drive NW and Goodnough Drive NW. The City proposes to apply City of Gig Harbor Zoning designations to this area as part of its UGA zoning map, consistent with the adopted comprehensive plan for this area.

Proposed Zoning

The proposed zoning for the area breaks-down as follows:

- 8 acres as Low-Density residential-business (RB-1).
- 17 acres as Retail (B-2) along Purdy Drive NW.
- 20 acres as Commercial (WC-Waterfront Commercial) along the waterfront .
- 64 acres as Employment Districts (ED), east of Purdy Drive NW.
- 72 acres as Public Institutional (PI), Peninsula School District .
- 167 acres as Low Density Residential (R-1).

A description of the zoning districts, along with a proposed zoning district map (Map #1), is attached to the addendum.

ZONING DISTRICT MAP AMENDMENTS FOR THE WEST-SIDE BUSINESS DISTRICT

Overview

This area was annexed to the City in March of 1997. Prior to annexation, the City adopted ordinance No. 734 (August, 1996), which established a "pre-annexation" zoning map for the area. Following annexation, a local citizens planning committee was formed to review and recommend, amongst other issues, any proposed zoning district changes for this area. The Committee was composed of representatives of the business district and the residential neighborhoods within the area. The Committees' recommendation to the Council is attached with the recommended zoning district changes highlighted.

Proposed Zoning

The committee recommended that several parcels within the business district be re-designated as follows:

- 22 acres from RB-2 (High intensity residential-business) and B-2 (Retail) to C-1 (General Commercial).
- 26 acres from RB-2 (High intensity residential-business) to retail-commercial (B-2).

The areas proposed for zoning district map changes are shown on the attached map as areas A, B, C and D.

Area A is proposed to be changed to C-1 from its current RB-2. The area has several small businesses and a mini-storage facility located north of Hunt Street and a small service retail located along SR-16. The area is designated as Commercial-Business under the City's Comprehensive Plan. The area is bordered by residential designations to the south of Hunt Street.

The residential area consists of a mobile home park bordering the west line and a church bordering the south line of the rezone area. The east is bordered by SR-16.

Area B is Stroh's feed lot and nursery. This area is proposed to be changed from B-2 to C-1. It is bordered on the north by commercial zoned lands, on the east and south by high density residential, and on the west by SR-16.

Area C is a five acre parcel which has a vested (Pierce County) commercial/light industrial business park. It is proposed to be changed from RB-2 to C-1. It is bordered on the north by low density residential zoned land, on the east by commercial zoned land and on the south and west by RB zoned lands.

Area D is dominated by business offices which have a mix of business and some retail use. It is proposed to be changed from RB-2 to B-2. Adjacent zoning districts are commercial to the east, RB to the south, low density residential to the west and RB to the north.

None of the above described areas in the Westside area are classified as environmentally sensitive areas.

A zoning district map (Map #2) showing the proposed changes is attached to this addendum.

ANALYSIS

The Purdy area zoning was established by Pierce County after it was included in the city UGA in 1995. The County has established zoning designations similar to the city's designations, although the County designations provide for more intense development within the commercial (Community Centers) areas. The City zoning proposed does not supercede County designations and would not take effect unless the area is annexed to the City. There are no plans in the near future to consider annexation of the Purdy area. The zoning designations can also be used by the City Council as land-use performance standards when considering utility extension agreements for City sewer or water to private landowners. The City zoning designations are consistent with the City Comprehensive Plan Land Use Map designation for this area and are compatible with the County land use designations.

The Westside amendments are a recommendation of the Westside Subarea Planning Committee. The proposed amendments are consistent with the Comprehensive plan for the area.

Comprehensive Plan

The following sections of the City of Gig Harbor Comprehensive Plan are applicable to these proposed zoning district map amendments:

LAND USE

GOAL: MANAGE URBAN GROWTH POTENTIALS (Page 6)

Maintain a realistic balance between the land's capability, suitable potential and the public's ability to provide urban level services.

1. Capable Areas

- To the best degree possible, allocate high density/intensity urban development onto lands which are capable of supporting urban uses and which pose the fewest environmental risks.

2. Suitable Areas

- As much as possible, allocate urban development onto lands which are suitable for urban use and which have the least social value in an undeveloped state.
- To the extent feasible and necessary, locate high intensity urban uses away from sites which have significant archaeological, historical, cultural or special social significance.

3. Serviceable Areas

- Allocate urban uses onto capable, suitable lands which can be provided roads, sewer, water, storm drainage and other basic urban utilities and transportation facilities.

Commercial/Business (Page 8)

Commercial-Business

Provides primarily retail and wholesale facilities, including service and sales. Where appropriate, mixed-use (residential with commercial) may be permitted through a planned unit development process. Commercial-business activities consist of the following:

- Retail sales and services
- Business and professional offices
- Mini-warehousing

Commercial areas which border residential designations or uses should use available natural features as boundaries.

Natural features should serve as buffers, which may consist of standing timber, streams or drainage swales.

- A minimum buffer width should be 30 feet.

- The density and depth of the buffer should be proportional to the intensity of the use.

Waterfront – Purdy Area(Page 9)

Provides for a variety of mixed uses along the waterfront which are allowed under the City of Gig Harbor Shoreline Master Program and as more particularly defined under the zoning code. Generally, the lower intensity waterfront areas would favor residential and marinas while the more intense use waterfront areas would provide for higher density residential and commercial/retail uses.

Economic Development

1. Job creation (page 57)

Help create employment opportunities within the local economy, particularly for residents who now commute across the Tacoma Narrows Bridge to work. Participate with other public agencies and private interests in marketing projects, labor force training programs, and other efforts to attract new businesses to Pierce County and Gig Harbor Peninsula area.

GOAL: INCREASE LOCAL ECONOMIC OPPORTUNITIES (page 58)

Support local business development efforts and property investment projects and programs, and protect local economic opportunities. Provide for an increasing home-based business sector as more citizens rely upon this manner of livelihood as either their supplemental or primary economic means.

6. Small business development

Encourage local business development opportunities, particularly for small start-up business concerns which may be owned by or employ local residents. Promote the local use of special small business financing and management assistance programs. Help identify facilities which may be used for small business start-ups including older structures which may be suitably reused for business purposes.

Title 17 GHMC – Amendments to the Zoning Code

Pursuant to Section 17.100.035 (General Criteria for Zoning District Amendment). Requests for amending the zoning district designation of an area shall be based upon the following:

1. That the request for the zoning distinct reclassification is consistent with and furthers the goals policies and objectives of the comprehensive plan;

2. The requested zoning district classification or zoning code text change will further the public's health, safety and general welfare; and
3. That no substantial detrimental effect shall be caused by the granting of the requested reclassification or amendment.

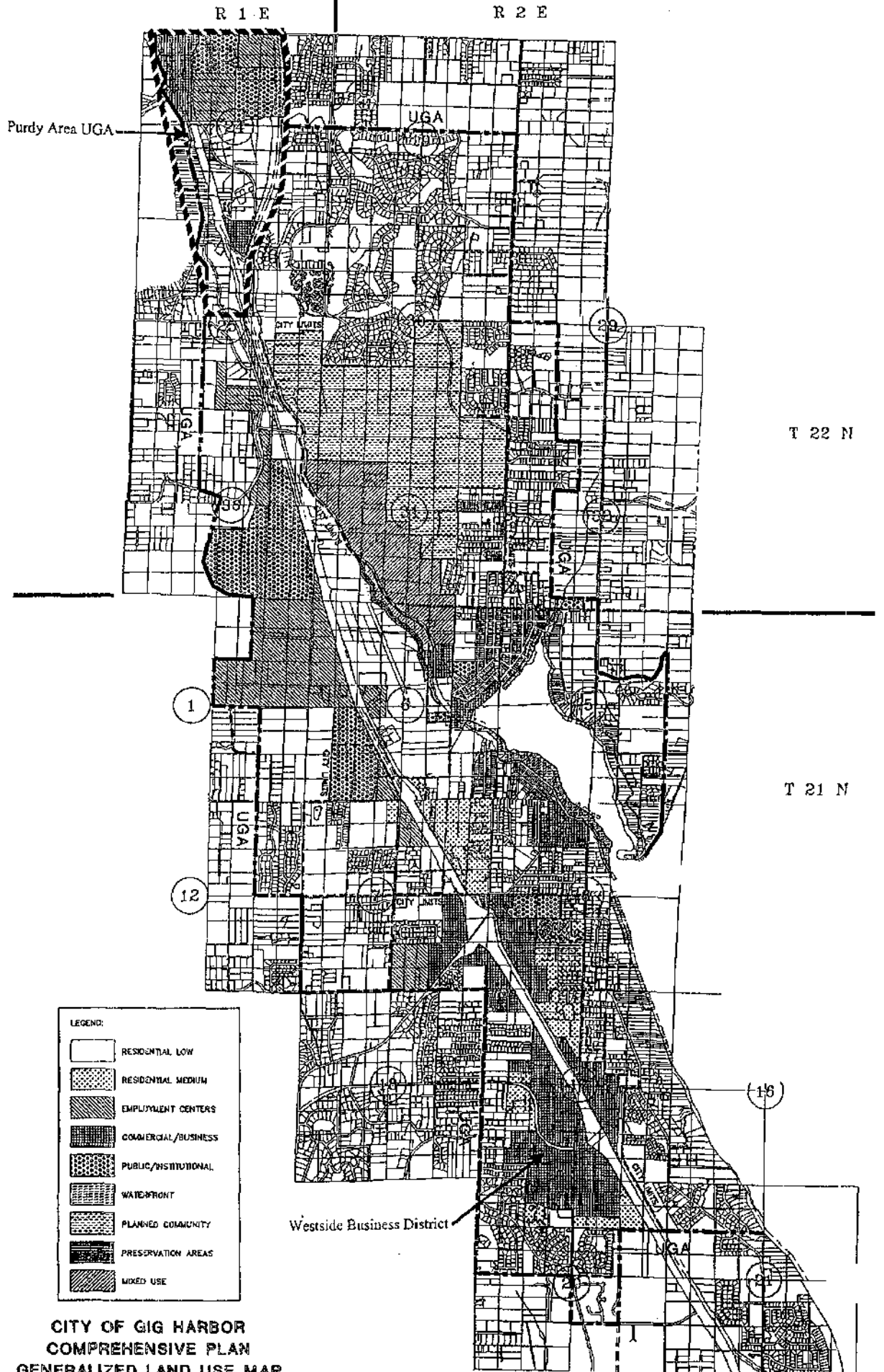
STAFF RECOMMENDED FINDINGS

Staff recommends adoption of the following findings:

1. The Purdy area is a part of the City's Urban Growth Area (UGA) and is not subject to city land use standards until such time that the area may be annexed to the City.
2. The City zoning designations as applied to the Purdy area may be used by the City Council as performance standards for the contractual granting of city utilities to private property within the Purdy area.
3. The proposed zoning plan for the Purdy area is a reasonable representation of the city's land use designations as established in the City of Gig Harbor Comprehensive Plan, and as amended pursuant to Ordinance #755.
4. The proposed zoning designations for the Purdy area are compatible with the Pierce County land use designations.
5. The proposed zoning district changes to the Westside area are a recommendation of the citizens Westside Subarea Planning Committee, as established by the Mayor in July of 1997.
6. Several goals in the Comprehensive Plan relate to Economic Development and job opportunities within the city and its UGA. Increasing the availability of commercially zoned lands for those areas considered suitable by the Comprehensive Plan serves to implement the City's adopted economic development policies.
7. The C-1 and B-2 districts as proposed in the Westside area require that a 30 vegetated buffer be retained between the commercial use and the adjacent residential use or zone. Additionally, the City's Design Manual requires the retention of 20% of existing native over-story vegetation for all commercial developments.
8. The Zoning Code standards in conjunction with the Design Manual provide adequate performance standards to mitigate potential impacts from commercial uses adjacent to residential.

9. The proposed zoning district changes are consistent with the Comprehensive Land Use Plan for the sections stated and furthers the goals, policies and objectives of the Plan.
10. The proposed zoning district changes further the public's health, safety and general welfare by providing suitable locations for commercial development within the City of Gig Harbor.
11. The proposed zoning district changes will not have a substantial detrimental effect as future developments must be consistent with the City's adopted design standards and zoning code performance standards.

Staff recommends that the Planning Commission adopt proposed the findings and forward a recommendation to the City Council for the approval of the proposed land use designations.





City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: PLANNING-BUILDING STAFF
SUBJECT: REQUEST FOR CONSIDERATION TO ANNEX TO THE CITY (10%
PETITION) - FAIRWAY ESTATES SUBDIVISION
DATE: JULY 9, 1998

BACKGROUND/INFORMATION

Attached for your consideration is a petition for consideration to annex submitted by owners of real property within Fairway Estates Subdivision. The petition bears the signatures of owners of not less than 10% of the assessed evaluation within the subdivision. The petitioners are requesting the Council's consideration to annex the area commonly referred to as Fairway Estates Subdivision

POLICY ISSUES

RCW 35A.14.120 provides that prior to submitting a petition for annexation, the initiating party, who shall be the owners of not less than 10% of assessed evaluation within the area proposed for annexation, shall notify the legislative body of in writing of their intention to commence annexation proceedings. The legislative body shall set a date not less than 60 days from the submission of the petition for a meeting to determine whether the city will accept, modify or reject the petition, whether it shall require the simultaneous adoption of zoning for the area and whether it shall require the assumption of all or any portion of indebtedness. Fairway Estates is within the City's UGA and is zoned R-1 (single family residential). If annexed, the subdivision will increase the City's population by approximately 98 persons.

At the last Council meeting, the Council requested that a legal description for the annexation area be prepared by the petitioners and that a resolution adopting the legal description for the 10% petition be prepared by staff for Council's consideration at the next meeting.

FISCAL IMPACT

As directed by Council staff has prepared a financial impact analysis on the proposed annexation. The financial data has been prepared by the City's Finance department and is presented for your consideration.

RECOMMENDATION

Should Council accept the request for consideration petition, the petitioners may circulate for signatures and submit a 60% petition for consideration by the Council at a public hearing. The petition will include the legal description of the annexation area, a map of the annexation area, the proposed zoning for the annexation area (R-1) and a statement that the petitioners agree to accept their pro-rata share of the City's bonded indebtedness.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON, ACCEPTING A PROPOSED ANNEXATION REQUEST, ADOPTING THE LEGAL DESCRIPTION FOR A PROPOSED ANNEXATION OF APPROXIMATELY 20 ACRES (FAIRWAY ESTATES SUBDIVISION), REQUIRING SIMULTANEOUS ADOPTION OF ZONING FOR THE PROPERTY AND REQUIRING THAT THE PETITIONERS ASSENT TO THEIR PRO-RATA SHARE OF THE CITY'S BONDED INDEBTEDNESS

WHEREAS, a petition bearing the signatures of not less than 10% of the owners of assessed evaluation within the Fairway Estates Subdivision has been submitted for the City Council's consideration of an intent to commence annexation proceedings to the City of Gig Harbor; and,

WHEREAS, RCW 35A.14.120 requires that prior to the circulation of a petition to annex, the legislative body shall conduct a meeting with the initiating parties to determine whether the code city will accept, reject or geographically modify the proposed annexation, whether it will require the simultaneous adoption of a zoning regulation, and whether it shall require the assumption of all or of any portion of existing city indebtedness by the area to be annexed; and,

WHEREAS, the petitioners have submitted a legal description which defines the proposed annexation area to include all of the Fairway Estates Subdivision and the rights-of-way of Point Fosdick Drive NW and 36th Street NW abutting the subdivision.

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

Pursuant to RCW 35A.14.120, Fairway Estates Subdivision may proceed to circulate a 60% petition for annexation to the City of Gig Harbor, said petition to include the legal description as approved by Council this date, a statement that the petitioners agree to participate in their pro-rata share of the City's bonded indebtedness and that the zoning for the area will be R-1 (Low density single family) as per Ordinance 686.

APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST:

Molly Towslee, City Clerk
City Clerk

Filed with City Clerk: July 9, 1998
Passed by City Council:

LEGAL DESCRIPTION
FAIRWAY ESTATES ANNEXATION
EXHIBIT A

A TRACT OF LAND IN SECTION 20, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT WHICH IS S 02° 12' 31" E, 1277.34' FEET, AND N 87° 27' 40" W, 1540.00' FEET, FROM THE EAST QUARTER SECTION CORNER OF SECTION 20, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., TO THE TRUE POINT OF BEGINNING. THAT POINT BEING A 2" BRASS CAP SET IN CONCRETE, HENCE THE TRUE POINT OF BEGINNING, THENCE N 02° 13' 04" W, 1285.47' FEET, ALONG THE EAST LINE, THENCE 1091.34' FEET, S 87° 49' 00" W, ALONG THE NORTH LINE, THENCE ON A CURVE, HAVING A CENTRAL ANGLE OF 8° 06' 32" LEFT, AND A RADIUS OF 2861.21' FEET, AN ARC DISTANCE OF 404.97' FEET, WITH A CHORD OF S 13° 29' 20" E, 404.61' FEET TO THE END OF THE CURVE, THENCE S 17° 32' 35" E, 957.63' FEET, THENCE N 87° 27' 40" E, 759.17' FEET, THENCE N 2° 13' 04" W, 30.00' FEET TO THE TRUE POINT OF BEGINNING, TOGETHER WITH POINT FOSDICK-GIG HARBOR ROAD AND 36TH STREET N.W. ABUTTING THE ABOVE DESCRIBED PROPERTY.

Annexation Name**Fairway Estates****Required Data**

| | <u>Source</u> | <u>Current</u> | <u>1999</u> | <u>Future Costs</u> |
|--------------------|---------------------------|----------------|-------------|---------------------|
| Property Valuation | est. \$250,000 per parcel | 10,250,000 | 10,557,500 | |
| Population | 98 | 98 | 98 | |
| Households | # of parcels = 41 | 41 | 41 | |
| Miles of Street | 9/10 mile | 0.00 | 0 | |
| Cumulative Growth | 3% | | | |

Estimated revenue (98 rates)

| | <u>Basis</u> | <u>Rate</u> | |
|--------------------------|-------------------------|-------------|---------------|
| General Property Taxes | \$1000 valuation | \$1.6000 | 16,892 |
| State Shared Taxes | Per capita | \$60.00 | 5,880 |
| Real Estate Excise Taxes | assume 2 sales per year | 0.5% | 2,500 |
| Storm Drainage Fees | Households | \$43.20 | 1,771 |
| Total | | | 27,043 |

Estimated Annual Expenditures

| | | | |
|----------------------------|-----------------|--|---------------|
| Street Maintenance | Mile of streets | | 11,000 |
| Storm Drainage Maintenance | | | 11,000 |
| Traffic Light M & O | | | 2,500 |
| Total | | | 24,500 |

Estimated Revenue Over Estimated Expenditures

| | | | |
|--|--|--|--------------|
| | | | 2,543 |
|--|--|--|--------------|

| | | | |
|---|-----------------------------|--|--------|
| Sales Tax | Per capita \$271 per person | | 26,558 |
| (not included in total as the City is already receiving this revenue) | | | |
| General Fund Expenditures | Per capita \$530 per person | | 51,940 |
| (excluding capital outlays) | | | |

Future Improvements:

| | | | |
|----------------------------------|--|--|----------------|
| Point Fosdick Road | | | 110,000 |
| 36th Street | | | 61,000 |
| Internal Roads | | | 70,000 |
| Storm Improvements | | | unknown |
| Traffic Light Installation | | | 75,000 |
| Total Future Improvements | | | 316,000 |

FAIRWAY ESTATES

IN SECTION 20, TWP. 21 N., RGE. 2 E., W.M.
PIERCE COUNTY, WASHINGTON

SEE SURVEY BOOK NO. 19 PAGE 95
PIERCE COUNTY AUDITOR'S OFFICE.

WARREN PETERSON
2200 ONE WASHINGTON PLAZA
TACOMA, WASH. SET 5/8" I.R.

FND. 2" BRASS CAP

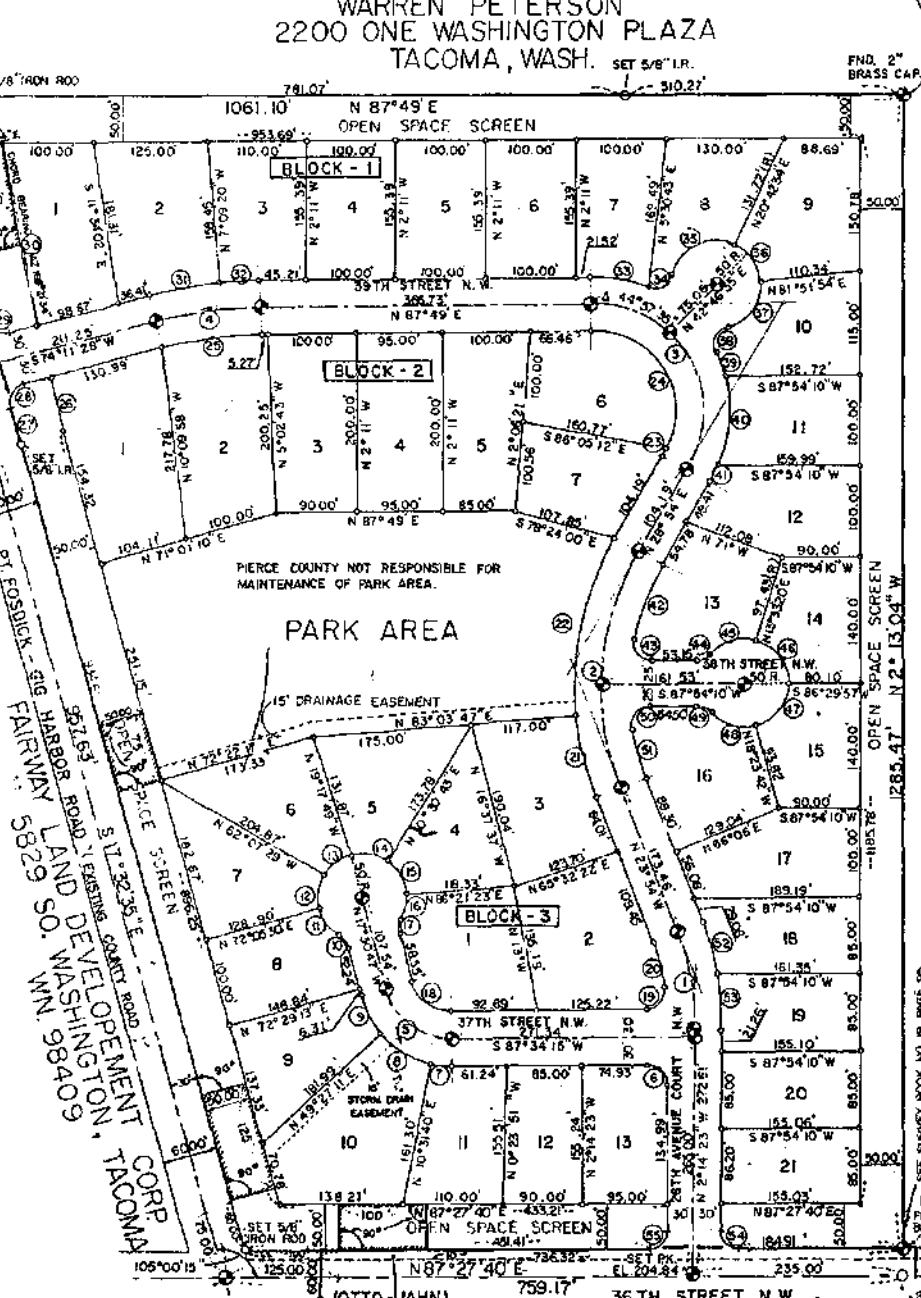


SCALE: 1" = 100'

SET PK NAIL EL. 208.83

2" FND. BRASS CAP EL. 209.77

| NO. | R. | D. | A. | L. | T. | C. |
|-----|---------|--------|------------|--------|--------|--------|
| 1 | 300.00 | 19.06 | 27°39'37" | 113.41 | 57.39 | 112.74 |
| 2 | 300.00 | 19.06 | 52°48'00" | 276.46 | 148.92 | 266.78 |
| 3 | 120.00 | 47.44 | 121°05'00" | 353.60 | 212.46 | 208.99 |
| 4 | 500.00 | 11.27 | 13°37'32" | 118.91 | 59.73 | 118.63 |
| 5 | 75.00 | 78.23 | 24°54'58" | 98.07 | 57.46 | 91.23 |
| 6 | 20.00 | 286.28 | 90°11'22" | 31.48 | 20.07 | 28.35 |
| 7 | 105.00 | 54.34 | 90°06'42" | 18.18 | 9.12 | 18.17 |
| 8 | 105.00 | 54.34 | 30°15'31" | 35.43 | 28.33 | 34.81 |
| 9 | 105.00 | 54.34 | 34°43'31" | 63.64 | 32.81 | 62.67 |
| 10 | 20.00 | 286.28 | 44°24'55" | 15.50 | 8.17 | 15.12 |
| 11 | 50.00 | 114.35 | 44°07'12" | 38.41 | 20.27 | 37.48 |
| 12 | 50.00 | 114.35 | 45°47'01" | 39.95 | 21.11 | 38.90 |
| 13 | 50.00 | 114.35 | 42°49'39" | 37.37 | 19.51 | 36.51 |
| 14 | 50.00 | 114.35 | 49°48'29" | 42.47 | 22.21 | 42.11 |
| 15 | 50.00 | 114.35 | 53°50'51" | 48.74 | 26.50 | 46.82 |
| 16 | 50.00 | 114.35 | 30°32'44" | 28.86 | 15.65 | 26.34 |
| 17 | 20.00 | 286.28 | 44°24'55" | 15.50 | 8.17 | 15.12 |
| 18 | 44.00 | 127.19 | 74°54'59" | 58.84 | 34.48 | 54.74 |
| 19 | 20.00 | 286.28 | 99°37'25" | 34.74 | 23.54 | 30.54 |
| 20 | 270.00 | 21.13 | 11°56'21" | 56.26 | 28.23 | 56.16 |
| 21 | 330.00 | 17.21 | 15°40'30" | 90.28 | 45.42 | 90.00 |
| 22 | 330.00 | 17.21 | 57°07'28" | 215.82 | 110.82 | 210.10 |
| 23 | 90.00 | 63.39 | 13°46'37" | 21.62 | 10.85 | 21.57 |
| 24 | 90.00 | 63.39 | 107°19'13" | 168.59 | 122.34 | 144.99 |
| 25 | 470.00 | 12.11 | 13°37'32" | 117.77 | 58.19 | 111.51 |
| 26 | 2831.21 | 2.01 | 1°22'52" | 68.25 | 34.13 | 68.25 |
| 27 | 2831.21 | 2.01 | 1°00'06" | 49.50 | 24.75 | 49.50 |
| 28 | 20.00 | 286.28 | 91°44'03" | 32.02 | 20.61 | 28.70 |
| 29 | 20.00 | 286.28 | 91°18'21" | 31.87 | 20.46 | 28.50 |
| 30 | 2781.21 | 2.03 | 4°15'20" | 204.95 | 102.52 | 204.91 |
| 31 | 530.00 | 10.48 | 8°09'46" | 74.89 | 37.51 | 74.83 |
| 32 | 530.00 | 10.48 | 5°31'39" | 51.13 | 25.99 | 51.11 |
| 33 | 180.00 | 38.12 | 24°16'20" | 62.34 | 32.26 | 63.07 |
| 34 | 20.00 | 286.28 | 100°13'31" | 34.99 | 23.93 | 30.69 |
| 35 | 80.00 | 114.35 | 98°35'46" | 88.04 | 58.12 | 78.81 |
| 36 | 80.00 | 114.35 | 81°09'29" | 53.37 | 29.54 | 80.87 |
| 37 | 50.00 | 114.35 | 81°49'28" | 71.41 | 43.33 | 55.49 |
| 38 | 20.00 | 286.28 | 100°13'31" | 34.99 | 23.93 | 30.69 |
| 39 | 180.00 | 38.11 | 8°57'02" | 23.45 | 11.74 | 23.41 |
| 40 | 180.00 | 38.11 | 39°02'57" | 102.23 | 53.19 | 100.26 |
| 41 | 180.00 | 38.11 | 7°26'32" | 9.48 | 9.76 | 19.47 |
| 42 | 270.00 | 21.13 | 19°48'57" | 93.14 | 47.04 | 92.58 |
| 43 | 20.00 | 286.28 | 107°14'01" | 35.34 | 24.36 | 30.92 |
| 44 | 20.00 | 286.28 | 43°38'41" | 17.45 | 9.32 | 16.90 |
| 45 | 50.00 | 114.35 | 62°38'51" | 37.23 | 32.24 | 54.21 |
| 46 | 50.00 | 114.35 | 24°20'30" | 64.88 | 37.92 | 60.42 |
| 47 | 50.00 | 114.35 | 73°42'00" | 64.32 | 37.47 | 69.97 |
| 48 | 50.00 | 114.35 | 55°17'35" | 57.85 | 32.55 | 54.85 |
| 49 | 80.00 | 286.28 | 49°59'41" | 17.45 | 9.32 | 16.90 |
| 50 | 20.00 | 286.28 | 99°59'30" | 34.74 | 23.63 | 30.53 |
| 51 | 270.00 | 21.13 | 12°17'40" | 57.94 | 29.09 | 57.89 |
| 52 | 330.00 | 17.21 | 10°21'13" | 60.31 | 30.38 | 60.51 |
| 53 | 330.00 | 17.21 | 11°08'23" | 64.16 | 32.18 | 64.06 |
| 54 | 20.00 | 286.28 | 90°17'07" | 31.52 | 20.10 | 28.35 |
| 55 | 20.00 | 286.28 | 89°42'03" | 31.31 | 19.90 | 28.21 |
| 56 | 2831.21 | 2.01 | 4°59'30" | 246.86 | 123.41 | 246.58 |



MEADOW PARK GOLF COURSE - TACOMA, WN.
KEN TYSON - MEADOW PARK GOLF COURSE - TACOMA, WN.

NOTE:
ALL STORM DRAIN BASINS
ARE DEDICATED TO PIERCE
COUNTY FOR STORM DRAIN
PURPOSES.

LAND SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY THAT THE WITHIN PLAT OF "FAIRWAY ESTATES" IS BASED UPON A TRUE SURVEY DONE UNDER MY DIRECT SUPERVISION THAT THE BEARINGS AND DISTANCES ARE SHOWN CORRECTLY AND THE MONUMENTS WERE FOUND OR SET AS INDICATED ON THE MAP. THAT THE LOT CORNERS WERE STAKED WITH 5/8" RE-BAR, AND THAT I HAVE COMPLIED WITH ALL STATE STATUTES AND PIERCE COUNTY REGULATIONS REGARDING PLATTING.

LEGEND

- 5/8" (IRON ROD (5 RE-BAR)
- PROPERTY MONUMENT (AS LABELED)
- ⊙ PK. NAIL
- ⊕ BRASS CAP (PIERCE COUNTY STANDARD)
- ⊖ STORM DRAIN BASIN

48



James F. Nims
REGISTERED PROFESSIONAL ENGINEER
AND LAND SURVEYOR.
DATE: JUNE 15, 1978 NO. 9409
DATE OF SURVEY: 6-15-78

NOTE: 25 FOOT OPEN SPACE SCREEN EASEMENT BOARDING ALL INTERIOR ROADS.

Parcel valuations

| FAIRWAY ESTATES, GIG HARBOR WA | | | |
|---|-------------------------------------|---------------------|------------------|
| ASSESSED VALUE PER PIERCE COUNTY RECORDS 05-27-98 | | | |
| PARCEL | NAME | 1997/98 VALUE \$000 | PERCENT OF TOTAL |
| R 3775500010 | DASKALOFF | 268.6 | |
| R 3775500020 | PINGREY | 260.3 | ** |
| R 3775500030 | JOHNSON | 287.6 | ** |
| R 3775500040 | STEWART | 288.2 | ** |
| R 3775500050 | HANSEN | 209.7 | ** |
| R 3775500060 | KELLY | 251.2 | ** |
| R 3775500070 | ROBERTS | 196.4 | ** |
| R 3775500080 | HIRSCH | 229.0 | ** |
| R 3775500090 | WHITE | 308.5 | ** |
| R 3775500100 | DOUGLAS | 283.3 | |
| R 3775500110 | GARY | 230.0 | |
| R 3775500120 | BROUILLETTE | 263.4 | |
| R 3775500130 | STROMSTAD | 258.9 | ** |
| R 3775500140 | FARLER | 274.4 | |
| R 3775500150 | BAGEANT | 221.4 | |
| R 3775500160 | AFRASSIABI | 200.6 | |
| R 3775500170 | CARR | 278.9 | |
| R 3775500180 | EVANS | 258.5 | ** ++ |
| R 3775500190 | MOHR | 245.6 | ** |
| R 3775500200 | BIRLEY | 275.9 | |
| R 3775500210 | ZEPEDA | 271.6 | ** |
| R 3775500220 | BAKER | 230.4 | ** ++ |
| R 3775500230 | KUCICH | 222.3 | ** |
| R 3775500240 | BACKUS | 247.4 | ** ++ |
| R 3775500250 | PASIN | 312.7 | ** |
| R 3775500260 | BROWN/CUMMINGS-BOND | 229.0 | ** ++ |
| R 3775500270 | WATLING | 221.8 | ** |
| R 3775500280 | PENICK | 285.7 | ** |
| R 3775500290 | COCKRELL | 284.2 | |
| R 3775500300 | HORNE | 255.1 | ** |
| R 3775500310 | GUNN | ?? | ** |
| R 3775500320 | HUGHES | 169.8 | |
| R 3775500330 | WRIGHT | 207.5 | ** ++ |
| R 3775500340 | ROSENDAHL | 242.7 | ** |
| R 3775500350 | JENSEN | 223.9 | ** |
| R 3775500360 | PETROULLI | 267.4 | |
| R 3775500370 | TAIT | 230.7 | |
| R 3775500380 | NEFF | 259.6 | |
| R 3775500390 | BEALS | 249.6 | |
| R 3775500400 | PALMER | 253.6 | |
| R 3775500410 | HAVENS | 276.6 | ** |
| R 3775500420 | GREENBELT E&N | 0.0 | |
| R 3775500431 | POOL AREA | 0.0 | |
| R 3775500440 | GREENBELT S&W | 0.0 | |
| TOTAL | | 10032.0 | |
| ** SUBTOTAL | PETITION with at least 60% of value | 6020.6 | 60.01% ** |
| ++ SUBTOTAL | PETITION with at least 10% of value | 1172.8 | 11.69% ++ |

Fairway Estates Annexation 12 - Vicinity Map

142

KING COUNTY

PUGET SOUND

DALCO PASSAGE

THE

NARROWS

TACOMA

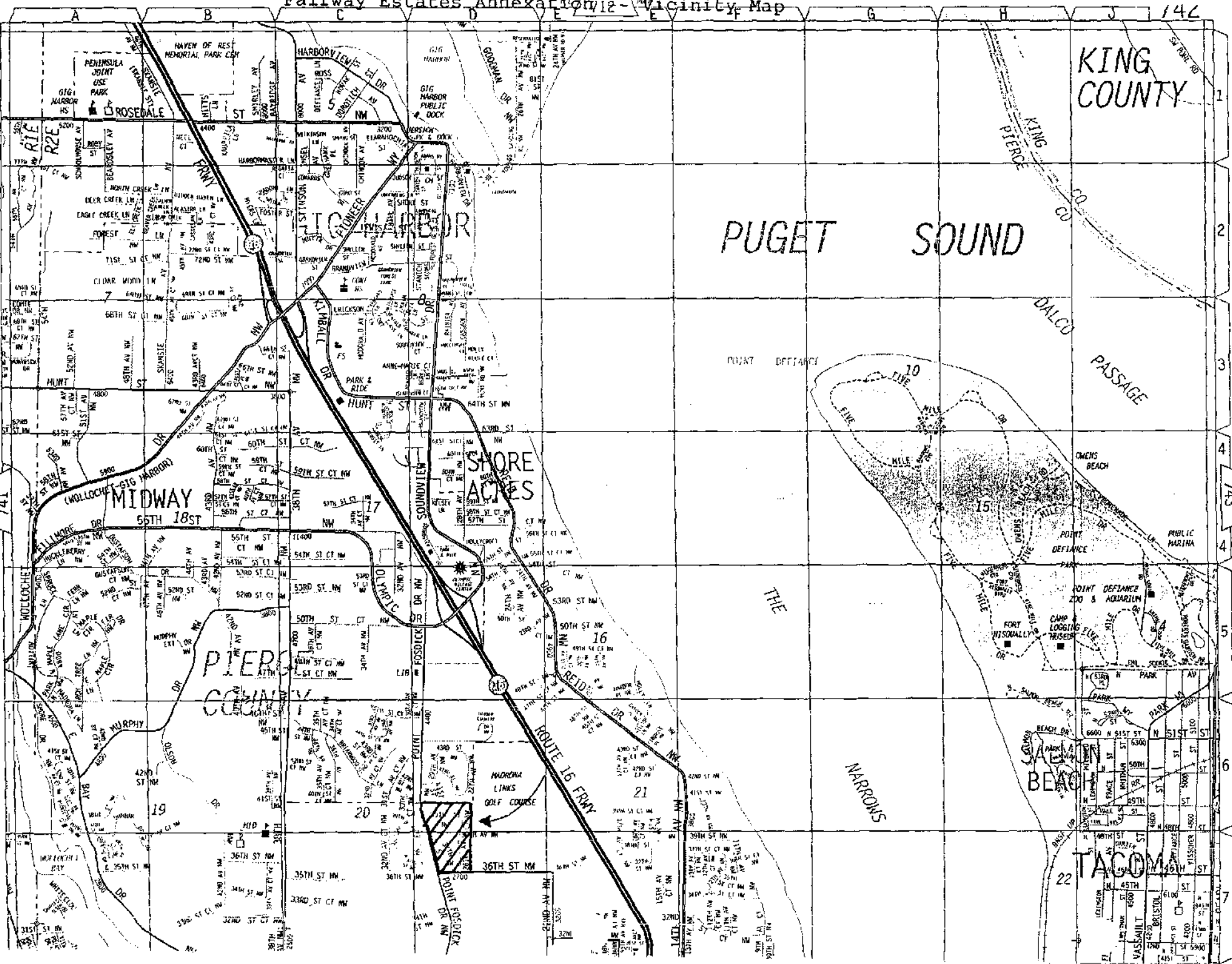
PIERCE CO.

SEE MAP 743

MAP 741

COPYRIGHT 1998 Thomas Bros. Maps

SEE MAP 741



May 20, 1998

RECEIVED

MAY 20 1998

CITY OF GIG HARBOR

Cathryn Cummings-Bond
2704 39th St. NW
Gig Harbor, WA 98335
858 - 8345

Dear City of Gig Harbor,

Enclosed you will find the final set of completed petitions toward Fairway Estates annexation into Gig Harbor. We have attended many meetings in both Gig Harbor and Pierce County and are anxious to see this proceeding completed. Let me know if there is anything further that I can do.

Sincerely,

A handwritten signature in cursive script that reads "Cathryn" followed by a long horizontal line that ends in a small loop.

Cathryn Cummings-Bond
Fairway Estates Homeowner Assoc. President

10/12/10

NOTICE OF INTENTION TO COMMENCE ANNEXATION PROCEEDINGS

The Honorable Mayor and City Council
City of Gig Harbor
P.O. Box 145
City of Gig Harbor, WA 98335

Dear Mayor and City Council:

The undersigned, who are the owners of not less than ten percent in value, according to the assessed valuation for general taxation of the property for which annexation is sought, hereby advise the City Council of the City of Gig Harbor that it is the desire of the undersigned owners of the following area to commence annexation proceedings:

The property herein referred to is described on Exhibit "A" attached hereto and is depicted on Exhibit "B" further attached hereto.

It is requested that the City Council of the City of Gig Harbor set a date not later than sixty days after the filing of this request for a meeting with the undersigned to determine:

- (1) Whether the City Council will accept the proposed annexation;
- (2) Whether the City Council will require the adoption of zoning for the proposed area in substantial compliance with the Proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance 686; and
- (3) Whether the City Council will require the assumption of existing city indebtedness by the area to be annexed.

This page is one of a group of pages containing identical text material and is intended by the signers of this Notice of Intention to be presented and considered as one Notice of Intention and may be filed with other pages containing additional



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: PLANNING-BUILDING STAFF, RAY GILMORE
SUBJECT: ORDINANCE TO AMEND CHAPTER 17 - SECOND READING
DATE: JULY 9, 1998

Background/Introduction

It was recently discovered that there is a reference in Chapter 17.64.080 to a hearing examiner review process that was superceded by the adoption of Title 19 in 1996. Legal counsel has advised that this should be corrected.

Policy Issues

None. The proposed ordinance does not change any adopted City of Gig Harbor policy.

Recommendation

An ordinance to correct the code is attached. This is the second reading of the ordinance. Staff recommends adoption of the proposed ordinance.

ORDINANCE NO. ____

**AN ORDINANCE OF THE GIG HARBOR CITY COUNCIL
RELATING TO APPEALS OF LAND USE DECISION TO THE
HEARING EXAMINER, ELIMINATING A REFERENCE TO
THE PROCESS FOR APPEALS OF CONDITIONAL USE
PERMITS BECAUSE THE PROCESS HAS BEEN
SUPERCEDED BY THE PROCEDURES IN TITLE 19 GHMC;
REPEALING SECTION 17.64.080 OF THE GIG HARBOR
MUNICIPAL CODE.**

WHEREAS, the City of Gig Harbor adopted Title 19 to the Gig Harbor Municipal Code in 1996, establishing permit processing procedures; and,

WHEREAS, Chapter 17.06 GHMC provides for appeals of decisions of the City Hearing Examiner; and,

WHEREAS, Section 17.64.080 GHMC also provides for appeals of the Hearing Examiners decision on conditional use permits; and

WHEREAS, Section 17.64.080 is inconsistent with Title 19 as Title 19 now contains all of the requirements and procedures for the administrative appeals of decisions on conditional use permits.

**THE CITY COUNCIL OF THE CITY OF GIG HARBOR DO ORDAIN AS
FOLLOWS:**

Section 1. Section 17.64.080 of the Gig Harbor Municipal Code is hereby repealed.

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

Section 3. This ordinance shall be in full force and effect five days after it's passage and publication as required by law.

APPROVED:

MAYOR, GRETCHEN A. WILBERT

MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

FILED WITH THE CITY CLERK: 6/10/98
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

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

On the _____ day of _____, 1998, the City Council of the City of Gig Harbor, passed ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE GIG HARBOR CITY COUNCIL RELATING TO APPEALS OF LAND USE DECISION TO THE HEARING EXAMINER, ELIMINATING A REFERENCE TO THE PROCESS FOR APPEALS OF CONDITIONAL USE PERMITS BECAUSE THE PROCESS HAS BEEN SUPERCEDED BY THE PROCEDURES IN TITLE 19 GHMC; REPEALING SECTION 17.64.080 OF THE GIG HARBOR MUNICIPAL CODE.

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

DATED this _____ day of _____, 1998.

MOLLY TOWSLEE, CITY CLERK



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: ESTABLISHMENT OF SPEED LIMITS - SECOND READING OF ORDINANCE
DATE: JULY 2, 1998

INTRODUCTION/BACKGROUND

In 1997 the City annexed the Westside and Gig Harbor North areas. An item of concern has been the discrepancy between the speed limit signs that remained from the County's jurisdiction, and the City's standard of 25-mph.

In January, staff conducted the annual traffic count update at various arterial locations in the City using traffic counters provided by the Washington State Department of Transportation (WSDOT). Traffic counters capable of monitoring speeds were placed on arterials proximate to the City limits, and were left in place approximately five days in each location. The information was submitted to WSDOT for processing using their computers and software. This year, WSDOT experienced computer problems that delayed completion of their analysis until May. The speed information for the new entrance arterials is summarized below:

| Location * | Direction | Posted Speed (MPH) | AVG. SPEED (MPH) | 85 th Percentile Speed (MPH) |
|--|-----------|--|------------------|---|
| Burnham Drive (@ Burnham Business Park) | South | 40 | 39 | 44 |
| | North | 40 | 39 | 46 |
| Canterwood Boulevard | South | 35 | 42 | 47 |
| | North | 35 | 39 | 45 |
| Hunt Street (Betw. Skansie Ave. & Wollochet Dr.) | East | 35 | 33 | 38 |
| | West | 35 | 34 | 39 |
| Peacock Hill Avenue | South | 35 | 43 | 49 |
| | North | 35 | 42 | 48 |
| Point Fosdick Drive | South | 35 @ 48 th 40 @ 45 th St. | 37 | 48 |
| | North | 40 @ C.L. 35 @ 45 th St. | 38 | 44 |

* At City limits unless otherwise noted.

MAYOR WILBERT AND CITY COUNCIL

July 2, 1998

Page 2

| Location * | Direction | Posted Speed (MPH) | AVG. SPEED (MPH) | 85 th Percentile Speed (MPH) |
|---|-----------|---|------------------|---|
| 38 th Avenue (900-ft. north of C.L.) | South | 30 @ 56 th St. 25 @ Brwd. | 33 | 40 |
| | North | 25 30 @ Brwd. | 35 | 41 |
| 56 th Street (Veterinary clinic) | East | 35 | 34 | 39 |
| | West | 35 @ | 32 | 39 |

* At City limits unless otherwise noted.

Under RCW 46.61.400, speed limits within the City are automatically set at 25-mph. RCW 46.61.415 provides cities the option of altering the prescribed 25-mph speed limits on individual streets, subject to certain restrictions, if it is determined "on the basis of an engineering and traffic investigation" that a higher speed limit is reasonable and safe for the conditions for the street segment.

On the basis of the engineering and traffic investigation for the following streets and street segments, the 25-mph speed limit permitted by state law is less than is reasonable or safe, and it is recommended that the speed limit be increased as set forth below:

| STREET | SPEED LIMIT (mph) |
|--|--------------------------|
| A. Burnham Drive, from the 9400 block to the northwesterly city limits .at the State Route 16 interchange at Swede Hill. | 35 |
| B. Canterwood Boulevard, from its intersection with Burnham Drive to the northerly city limits. | 35 |
| C. Hunt Street, from Skansie Avenue to 38 th Avenue. | 30 |
| D. Olympic Drive, from 56 th Street to Point Fosdick Drive. | 30 |
| E. Peacock Hill Avenue, from 100 th Street Court to the northerly city limits. | 35 |
| F. Point Fosdick Drive, from Olympic Drive to 44 th Street. | 30 |
| G. Point Fosdick Drive, from 44 th Street to the southerly city limits. | 35 |
| H. 38 th Avenue, from 56 th Street to Hunt Street. | 30 |

MAYOR WILBERT AND CITY COUNCIL

July 2, 1998

Page 3

| STREET | SPEED LIMIT (mph) |
|---|----------------------------------|
| I. 38 th Avenue, from 56 th Street to Briarwood Lane. | 30 |
| J. 56 th Street, from Olympic Drive to the westerly city limits (west bound). | 35 |
| K. 56 th Street, from the westerly city limits to the 3600 block (east bound). | 35 |
| L. 56 th Street, from the 3600 block to Olympic Drive (east bound). | 30 |

ISSUES/FISCAL IMPACT

The City has historically imposed the standard 25-mph speed limit on all arterials and residential streets within the City. The newly annexed areas have arterials that were posted by Pierce County at speeds in excess of the City's standards. Canterwood Boulevard, Olympic Drive-56th Street, Peacock Hill Avenue, and Point Fosdick Drive function as primary commuter routes. Burnham Drive is a primary northern access route for commercial and commuter traffic to and from SR-16. The recommended speed limits consider the need for the safe movement of traffic and pedestrians, street alignment and geometrics, the nature and extent of developed properties, the number of driveways and intersections, and the average and 85th percentile speeds.

RECOMMENDATION

Staff recommends approval of the attached ordinance at this reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SPEED LIMITS, INCREASING THE SPEED LIMIT ON CERTAIN PORTIONS OF THE FOLLOWING CITY STREETS: BURNHAM DRIVE, CANTERWOOD BOULEVARD, HUNT STREET, OLYMPIC DRIVE, PEACOCK HILL AVENUE, POINT FOSDICK DRIVE, 38TH AVENUE AND 56TH STREET; ADDING A NEW SECTION 10.14.030 TO THE GIG HARBOR MUNICIPAL CODE, AND SETTING AN EFFECTIVE DATE.

WHEREAS, RCW 46.61.400 establishes the speed limits on City streets at 25 mph;
and

WHEREAS, RCW 46.61.415 provides a city with the option of altering the 25 mph speed limit, "on the basis of an engineering and traffic investigation that a higher speed is reasonable and safe for the conditions on a particular street segment;" and

WHEREAS, in 1997, the City of Gig Harbor annexed areas known as Westside and Gig Harbor North, and adopted the existing speed limits within the newly annexed areas; and

WHEREAS, in January of 1998, the Gig Harbor Public Works staff conducted a study regarding the speed limits in these areas; and

WHEREAS, the engineering and traffic investigation study performed by the Gig Harbor Public Works staff (summarized in the memo dated June 3, 1998 to the Mayor and City Council from Wes Hill, Public Works Director,) recommends that the speed limits on certain streets and street segments be increased; now, therefore,

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

Section 1. A new Section 10.14.030 is hereby added to the Gig Harbor Municipal

Code, to read as follows:

10.14.030 Speed Limits. Speed limits shall be established on certain streets and street segments in the City as follows:

| <u>STREET</u> | <u>SPEED</u> |
|---|--------------|
| A. Burnham Drive, from the 9400 block to the northwesterly city limits at the State Route 16 interchange at Swede Hill: | 35 |
| B. Canterwood Boulevard, from its intersection with Burnham Drive to the northerly city limits: | 35 |
| C. Hunt Street, from Skansie Avenue to 38th Avenue: | 30 |
| D. Olympic Drive, from 56th Street to Point Fosdick Drive: | 30 |
| E. Peacock Hill Avenue, from 100th Street Court to the northerly city limits: | 35 |
| F. Point Fosdick Drive, from Olympic Drive to 44th Street: | 30 |
| G. Point Fosdick Drive, from 44th Street to the southerly city limits: | 35 |
| H. 38th Avenue, from 56th Street to Hunt Street: | 30 |
| I. 38th Avenue, from 56th Street to Briarwood Lane: | 30 |

| <u>STREET</u> | <u>SPEED</u> |
|--|--------------|
| J. 56th Street, from Olympic Drive to westerly city limits (westbound): | 35 |
| K. 56th Street, from the westerly city limits to the 3600 block (eastbound): | 35 |
| L. 56th Street, from the 3600 block to Olympic Drive (eastbound): | 30 |

Section 2. The City Traffic Engineer is hereby directed to remove or modify existing speed limit signs on said roadway to conform with the speed limits specified 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

speed limit ord

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

FILED WITH THE CITY CLERK: 6/18/98
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. _____

SUMMARY OF ORDINANCE NO. _____

of the City of Gig Harbor, Washington

On the _____ day of _____, 199__, the City Council of the City of Gig Harbor, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SPEED LIMITS, INCREASING THE SPEED LIMIT ON CERTAIN PORTIONS OF THE FOLLOWING CITY STREETS: BURNHAM DRIVE, CANTERWOOD BOULEVARD, HUNT STREET, OLYMPIC DRIVE, PEACOCK HILL AVENUE, POINT FOSDICK DRIVE, 38TH AVENUE AND 56TH STREET; ADDING A NEW SECTION 10.14.030 TO THE GIG HARBOR MUNICIPAL CODE, AND SETTING AN EFFECTIVE DATE.

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

DATED this _____ day of _____, 1998.

CITY CLERK, MOLLY TOWSLEE

the law of this state to govern the design, marking, and mode of operation of all school buses owned and operated by any school district or privately owned and operated under contract or otherwise with any school district in this state for the transportation of school children. Those rules shall by reference be made a part of any such contract or other agreement with the school district. Every school district, its officers and employees, and every person employed under contract or otherwise by a school district is subject to such rules. It is unlawful for any officer or employee of any school district or for any person operating any school bus under contract with any school district to violate any of the provisions of such rules. [1995 c 269 § 2501; 1984 c 7 § 70; 1961 c 12 § 46.48.150. Prior: 1937 c 189 § 131; RRS § 6360-131. Formerly RCW 46.48.150.]

Effective date—1995 c 269: See note following RCW 13.40.025.

Part headings not law—Severability—1995 c 269: See notes following RCW 13.40.005.

Severability—1984 c 7: See note following RCW 47.01.141.

Design and markings of school buses: RCW 46.37.190.

46.61.385 School patrol—Appointment—Authority—Finance—Insurance. The superintendent of public instruction, through the superintendent of schools of any school district, or other officer or board performing like functions with respect to the schools of any other educational administrative district, may cause to be appointed voluntary adult recruits as supervisors and, from the student body of any public or private school or institution of learning, students, who shall be known as members of the "school patrol" and who shall serve without compensation and at the pleasure of the authority making the appointment.

The members of such school patrol shall wear an appropriate designation or insignia identifying them as members of the school patrol when in performance of their duties, and they may display "stop" or other proper traffic directional signs or signals at school crossings or other points where school children are crossing or about to cross a public highway, but members of the school patrol and their supervisors shall be subordinate to and obey the orders of any peace officer present and having jurisdiction.

School districts, at their discretion, may hire sufficient numbers of adults to serve as supervisors. Such adults shall be subordinate to and obey the orders of any peace officer present and having jurisdiction.

Any school district having a school patrol may purchase uniforms and other appropriate insignia, traffic signs and other appropriate materials, all to be used by members of such school patrol while in performance of their duties, and may pay for the same out of the general fund of the district.

It shall be unlawful for the operator of any vehicle to fail to stop his vehicle when directed to do so by a school patrol sign or signal displayed by a member of the school patrol engaged in the performance of his duty and wearing or displaying appropriate insignia, and it shall further be unlawful for the operator of a vehicle to disregard any other reasonable directions of a member of the school patrol when acting in performance of his duties as such.

School districts may expend funds from the general fund of the district to pay premiums for life and accident policies covering the members of the school patrol in their district

while engaged in the performance of their school patrol duties.

Members of the school patrol shall be considered as employees for the purposes of RCW 28A.400.370. [1990 c 33 § 585; 1974 ex.s. c 47 § 1; 1961 c 12 § 46.48.160. Prior: 1953 c 278 § 1; 1937 c 189 § 130; RRS § 6360-130; 1927 c 309 § 42; RRS § 6362-42. Formerly RCW 46.48.160.]

Rules of court: Monetary penalty schedule—JTIR 6.2.

Purpose—Statutory references—Severability—1990 c 33: See RCW 28A.900.100 through 28A.900.102.

SPEED RESTRICTIONS

46.61.400 Basic rule and maximum limits. (1) No person shall drive a vehicle on a highway at a speed greater than is reasonable and prudent under the conditions and having regard to the actual and potential hazards then existing. In every event speed shall be so controlled as may be necessary to avoid colliding with any person, vehicle or other conveyance on or entering the highway in compliance with legal requirements and the duty of all persons to use due care.

(2) Except when a special hazard exists that requires lower speed for compliance with subsection (1) of this section, the limits specified in this section or established as hereinafter authorized shall be maximum lawful speeds, and no person shall drive a vehicle on a highway at a speed in excess of such maximum limits.

- (a) Twenty-five miles per hour on city and town streets;
- (b) Fifty miles per hour on county roads;
- (c) Sixty miles per hour on state highways.

The maximum speed limits set forth in this section may be altered as authorized in RCW 46.61.405, 46.61.410, and 46.61.415.

(3) The driver of every vehicle shall, consistent with the requirements of subsection (1) of this section, drive at an appropriate reduced speed when approaching and crossing an intersection or railway grade crossing, when approaching and going around a curve, when approaching a hill crest, when traveling upon any narrow or winding roadway, and when special hazard exists with respect to pedestrians or other traffic or by reason of weather or highway conditions. [1965 ex.s. c 155 § 54; 1963 c 16 § 1. Formerly RCW 46.48.011.]

Rules of court: Monetary penalty schedule—JTIR 6.2.

Saving of existing orders, etc., establishing speed limits—1963 c 16: "This act shall not repeal or invalidate existing orders and resolutions of the state highway commission or existing resolutions and ordinances of local authorities establishing speed limits within their respective jurisdictions." [1963 c 16 § 7. Formerly RCW 46.48.016.] "This act" [1963 c 16], as amended, is codified as RCW 46.61.400 through 46.61.415, 46.61.425, and 46.61.440.

46.61.405 Decreases by secretary of transportation. Whenever the secretary of transportation shall determine upon the basis of an engineering and traffic investigation that any maximum speed hereinbefore set forth is greater than is reasonable or safe with respect to a state highway under the conditions found to exist at any intersection or upon any other part of the state highway system or at state ferry terminals, or that a general reduction of any maximum speed set forth in RCW 46.61.400 is necessary in order to comply



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: CAROL MORRIS, CITY ATTORNEY
SUBJECT: EAST-WEST ROADWAY PROJECT RELEASE AND COVENANT NOT TO SUE
DATE: JULY 7, 1998

INFORMATION/BACKGROUND

The City of Gig Harbor and Parametrix executed a Consultant Services Contract for the East-West Roadway Construction Project on May 13, 1997 for design and other professional services in support of the East-West Roadway Construction Project. The estimated hours to complete the services were based on an expedited project schedule requiring bid advertisement for Phase 1 construction by August 1, 1997. Parametrix has submitted invoices to the city for work performed under the agreement from May 13, 1997, through February, 1997, and the City has paid for all such invoices for serviced performed consistent with the Scope of Work. Since that time, the scope of the East-West Roadway Construction project has changed from that originally anticipated by the City and Parametrix.

PROCEDUREAL HISTORY

At the last City Council meeting, the Council authorized the Mayor to execute Amendment No. 1 to the Consultant Services Contract between the City and Parametrix for the East-West Roadway Construction Project. The Release and Covenant Not to Sue was drafted to settle a contractual dispute between the parties. The consideration for the Release and Covenant Not to Sue is described in both the Amendment No. 1 and the Release.

RECOMMENDATION

City staff recommends that the Council ratify the execution of the Release and Covenant Not to Sue.

EAST-WEST ROADWAY CONSTRUCTION PROJECT
RELEASE AND COVENANT NOT TO SUE

THIS RELEASE AGREEMENT (hereinafter referred to as "Release,") is made and entered into by and between the CITY OF GIG HARBOR (hereinafter the "City"), a Washington municipal corporation, and Parametrix, Inc. (hereinafter "Parametrix,") a corporation licensed to do business in the State of Washington, located at 5808 Lake Washington Boulevard Northeast, Kirkland, Washington.

RECITALS

A. WHEREAS, the City and Parametrix executed a Consultant Services Contract for the East-West Roadway Construction Project, hereinafter referred to as "the Agreement," on May 13, 1997 for design and other professional services in support of the East-West Roadway Construction Project, and the estimated hours to complete said services were based on an expedited project schedule requiring bid advertisement for Phase 1 construction by August 1, 1997; and

B. WHEREAS, Parametrix has submitted invoices to the City for work performed under said Agreement from May 13, 1997 through February 1998, and the City has paid all such invoices for services performed by the Consultant consistent with the Scope of Work for said Agreement, and

C. WHEREAS, the scope of the East-West Roadway Construction project has changed from that originally anticipated by the City and Parametrix for a number of reasons, including but not limited to:

1. Additional time and effort were required to obtain approval from the Washington State Department of Transportation for the connection to the Swede Hill interchange at State Route (SR) 16, including the location and configuration of the new connections of Burnham Drive and Canterwood Boulevard to the East-West Road, and such preliminary approval was not obtained until February 19, 1998; and

2. Additional time and effort were required to obtain concurrence of the primary property owners providing right-of-way for the project, including one property owner not identified in the original scope of work, and such approval was not obtained until September 30, 1997; and

3. The configuration of the project west of Station 24+00 has changed from a two-lane and five-lane section for the initial and final construction phases to a "roundabout;" and

4. The location of stormwater detention facilities could not be located within or immediately proximate to the improved section of the East-West Road.

D. WHEREAS, the City will complete the Phase 1 and final design of the East-West Road, exclusive of any wetland mitigation as determined necessary by jurisdictional agencies, and Parametrix will provide support services as set forth in Amendment No. 1 to the Agreement; and

E. WHEREAS, Parametrix has incurred expenses to resolve with the City the

nature and extent of the Consultant's involvement in the scope of work for said Amendment No. 1 to the Agreement for which the Consultant has not been compensated and desires compensation as set forth on the invoices attached hereto as Exhibit A, which is incorporated herein by reference; and

F. WHEREAS, Parametrix will incur additional expenses to prepare work products, developed under the Scope of Work for the Agreement, for submittal to the City, for which the Consultant desires to be compensated as set forth in Exhibit B, "Document and File Relinquishment," which is attached hereto and incorporated herein by reference; and

G. WHEREAS, the parties have further agreed that in exchange for the City's payment of \$25,735.63 for the work performed as documented in the invoices attached hereto as Exhibit A, the City's payment of \$880.73 for preparation of the work products developed under the Scope of Work for the Agreement, and submittal of said work products to the City, as set forth in Exhibit B attached hereto, and the City's execution of Amendment No. 1 to the Agreement, Parametrix shall waive any claims it may have, now or in the future, against the City for all of the work described in the invoices attached hereto as Exhibit A, all of the work described in and to be invoiced to the City as set forth in Exhibit B attached hereto, and for any other work performed by Parametrix including and up to the date of this Release.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. RELEASE AND DISCHARGE. In consideration of:

(a) the City's payment of Twenty-six Thousand Six-hundred Sixteen Dollars and Thirty-six Cents (\$26,616.36) to cover all work described in the invoices attached hereto as Exhibit A, all work described in and to be invoiced to the City as set forth in Exhibit B attached hereto, and any other work performed by Parametrix including and up to the date of this Release; and

(b) the City's execution of Amendment No. 1 to the Agreement with Parametrix;

Parametrix hereby releases and forever discharges the City, its insurers, agents, officers, elected or appointed officials and employees, from any and all claims, demands, debts, liabilities, damages (including attorney's fees and costs), additional compensation, interest, causes of action of whatever kind or nature, known or unknown, existing or arising in the future, related to any claim for unpaid invoices or work performed by Parametrix up to the date of the execution of this Release Agreement.

2. Payment. Payment by the City under Section 1(a) will be contingent on delivery to the City of the work products and submittal of the invoice as set forth in Exhibit B attached hereto, and review and acceptance by the City of said delivered work products. Parametrix shall deliver said work products within three (3) working days after execution of the Release. The City will complete the review of said work products within two (2) working days after receipt of the work products from Parametrix.

If the City determines that said work products as submitted are not in full conformance with the provisions of Exhibit B attached hereto, the City will notify Parametrix in writing of same, and the basis for said determination. Parametrix shall correct the deficiency(ies), and deliver the corrected work products to the City within five (5) working days. If Parametrix does not remedy the defect(s), and submit work products conforming with the provisions of Exhibit B attached hereto to the City within five (5) working days after the written notice from the City, the City shall deliver written notice to Parametrix that this Release is invalidated. The City shall have two (2) working days following submittal of the corrected work products to evaluate and make such determination. In the event of such invalidation, all obligations of the City under this Release shall be null and void.

If said work products are determined by the City to conform with the provisions of Exhibit B attached hereto, then the City will reimburse the Consultant as provided in Section 1(a).

3. Indemnification. Parametrix expressly agrees and stipulates, that in consideration of the above, to indemnify and forever hold harmless the City, its insurer, officials, elected or appointed, officers, agents and employees, against loss from any and all further claims, requests for additional compensation, interest, debts, demands and actions in law or equity that may hereafter be made or brought by Parametrix or an affiliate of Parametrix for the purpose of litigating or enforcing a claim for damages or losses arising from any allegation that the City has not paid for the work performed as described in the invoices attached hereto as Exhibit A and Exhibit B attached hereto, and for any other work performed up to the effective date of this Release.

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

5. Entire Agreement. This Release, and all documents referenced herein, and all invoices which form the subject of this Release, which have been attached to this Release as Exhibits A and Exhibit B attached hereto, and Amendment No. 1 to the Agreement, constitute the entire Agreement between the parties and supersede all proposals, oral and written between the parties on the subject.

6. Acknowledgement. The representative of Parametrix who executes this Release hereby warrants that he/she is an authorized representative of Parametrix and has the authority to execute this Release on its behalf, that he/she has read this Release and knows the contents thereof, and further acknowledges that its terms are contractual and not mere recitals.

7. Assigns to be Bound. This Agreement shall be binding on Parametrix and its successors in interest or assigns.

8. No Admission of Liability. The parties understand and agree that the execution of this Release does not constitute and shall not be construed as an admission of liability, fault or responsibility of any party. Neither party's action in execution or acceptance of this Release shall be used against that party in any future matter.

9. Agreement Not Enforceable by Third Parties. This Agreement is neither expressly nor impliedly intended for the benefit of any third party and is neither expressly nor impliedly

enforceable by any third party.

10. Representations. The Parties acknowledge that no other person or entity, nor any agent or attorney of any person or entity, has made any promise, representation or warranty whatsoever, express or implied, not contained in this Agreement concerning the subject matter hereof, to induce the Parties to execute this Agreement. The Parties further acknowledge that they have not executed this Agreement in reliance on any such promise, representation, or warranty not contained herein.

11. Voluntary Execution. In executing this Agreement, the Parties acknowledge that they have consulted with their duly licensed and competent attorneys, and that they have executed this Agreement after independent investigation, voluntarily and without fraud, duress or undue influence, and they exclusively consent that this Agreement be given full force and effect according to each and every one of its express terms and provisions.

12. Interpretation. This Agreement was drafted by counsel for the Parties and there shall not be a presumption or construction against any of the Parties. Any titles or captions of paragraphs contained in this Agreement are for convenience and reference only. All of the terms and conditions set forth herein are binding on the Parties, regardless of the section in which such terms and conditions are set forth.

13. Attorneys' Fees. In any action between the Parties to this Agreement to enforce any of its terms or the terms of any other agreement relating to or arising out of or pertaining to this Agreement, the prevailing Party shall be entitled to recover expenses, including reasonable attorneys' fees and costs.

14. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action arising out of or relating to this Agreement shall lie in Pierce County Superior Court.

15. Counterpart Originals. This Agreement may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by a Party shall have the same force and effect as if that Party had signed all other counterparts.

THE UNDERSIGNED HAVE READ THE FOREGOING SETTLEMENT AGREEMENT, KNOW THE CONTENTS THEREOF, HAVE CONSULTED WITH AN ATTORNEY REGARDING ITS MEANING, ACKNOWLEDGE THAT ITS TERMS ARE CONTRACTUAL AND NOT MERE RECITALS, ACKNOWLEDGE THAT EACH HAS SIGNED OF HIS OR HER OWN FREE ACT, AND ACKNOWLEDGE THAT THEY FULLY UNDERSTAND THIS AGREEMENT.

EXECUTED this 23rd day of June, 1998.

CITY OF GIG HARBOR

Parametrix, Inc.

By: *Patricia Albert*
its *Mayor*

By: *[Signature]* 6/22/98
its BREMERTON OFFICE MGR

Subject to ratification by City Council at their regular meeting of July 13, 1998.

STATE OF WASHINGTON)
) ss.
COUNTY OF Kitsap)

I certify that I know or have satisfactory evidence that David K Gebert 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 Bremerton Office mgr of Parametrix, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6/22/98

Carol M Snyder
NOTARY PUBLIC, State of Washington,
Print Name: Carol M Snyder
(print or type name)
Residing at: Bremerton, WA
My Commission expires: 4/29/01

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that Gretchen Wilbert is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Mayor of 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: 6/23/98



Molly M Towslee
NOTARY PUBLIC, State of Washington,
Print Name: Molly M. Towslee
(print or type name)
Residing at: Gig Harbor
My Commission expires: 12/2/99

relagr4b.doc

EAST-WEST ROADWAY CONSTRUCTION PROJECT
RELEASE AND COVENANT NOT TO SUE
EXHIBIT A - INVOICES

Parametrix, Inc.

Consultants in Engineering and Environmental Science

5700 Kitsap Way Suite 202 Bremerton, WA 98312-2234
360-377-0014 • Fax: 360-479-5961



June 17, 1998

PMX# 55-2750-01

Wes Hill, P.E.
Director
Public Works Department
3105 Judson Street
Gig Harbor, WA 98335

Re: Invoice for Services

Dear Wes,

Enclosed is our invoice dated June 16, 1998 for services performed on the East West Roadway Construction Project, including our effort to work with the city to resolve the scope of Amendment Number 1. With the exception of the turnover of documents and files, this completes the work to be performed on the original scope of work for this contract.

We will invoice separately for the effort to prepare and turnover documents and files when we have completed that task. Any other work anticipated to be performed on this contract will be performed in accordance with Amendment Number 1.

Sincerely
PARAMETRIX, INC.

David K. Gebert, P.E.
Bremerton Office Manager



EAST-WEST ROADWAY CONSTRUCTION PROJECT
RELEASE AND COVENANT NOT TO SUE
EXHIBIT A - INVOICES

Parametrix, Inc.



P.O. Box 460
Sumner, Washington 98390
253-863-5128

INVOICE:

Invoice #: 020291
06/16/98
Page #: 1

55-2750-01 EAST-WEST ROAD GIG HARBOR

CITY OF GIG HARBOR
Mr. Wes Hill, Director of Public Works
3105 Judson Street
Gig Harbor, WA 98335

Billing Period Ending 06/01/98

| | |
|---------------------------------|-----------|
| 01:Project Management | |
| Direct Labor | 24,818.88 |
| Direct Expenses | .00 |
| Task Total | 24,818.88 |
| 03:Survey/Alignment Delineation | |
| Direct Labor | 434.20 |
| Direct Expenses | .00 |
| Task Total | 434.20 |
| 05:Prelim Engrng/Studies/R/W | |
| Direct Labor | 59.60 |
| Direct Expenses | .00 |
| Task Total | 59.60 |
| 06:Environmental Documentation | |
| Direct Labor | 422.99 |
| Direct Expenses | .00 |
| Task Total | 422.99 |
| Invoice Total | 25,735.67 |

TOTAL AMOUNT DUE THIS INVOICE

25,735.67

EAST-WEST ROADWAY CONSTRUCTION PROJECT
RELEASE AND COVENANT NOT TO SUE
EXHIBIT A -- INVOICES

Parametrix, Inc.



P.O. Box 460
Sumner, Washington 98390
253-863-5128

INVOICE:

Invoice #: 020291
06/16/98
Page #: 2

55-2750-01 EAST-WEST ROAD GIG HARBOR

TERMS: NET 30 DAYS--PAST DUE SUBJECT TO 1-1/2 % CHARGE.

STATEMENT

| | | | |
|--------------------|------------|------------------|------------|
| Previously Billed | 120,080.18 | Contract Amount | 224,306.00 |
| Total This Invoice | 25,735.67 | Billed To Date | 145,815.85 |
| Billed To Date | 145,815.85 | Contract Balance | 78,490.15 |
| Paid To Date | 118,347.64 | | |

EAST-WEST ROADWAY CONSTRUCTION PROJECT
 RELEASE AND COVENANT NOT TO SUE
 EXHIBIT A - INVOICES

Parametrix, Inc.



P.O. Box 460
 Sumner, Washington 98390
 253-863-5128

INVOICE:

Invoice #: 020291
 06/16/98
 Page #: 3

55-2750-01 EAST-WEST ROAD GIG HARBOR

SALARY & EXPENSE DETAIL

01:Project Management

| SALARIES ON A MULTIPLIER BASIS | HOURS | RATE | COST | |
|--------------------------------|--------|---------|-----------|-----------|
| David K. Gebert | 11.00 | 33.6500 | 370.15 | |
| * David K. Gebert | 36.50 | 43.2701 | 1,579.36 | |
| Rex H. Knight | 61.50 | 36.1500 | 2,223.23 | |
| * Rex H. Knight | 68.00 | 37.4200 | 2,544.56 | |
| Patrick C. LaViolette | 12.00 | 33.0700 | 396.84 | |
| * Patrick C. LaViolette | 28.00 | 33.8400 | 947.52 | |
| Jeffrey L. Peacock | 3.00 | 43.1300 | 129.39 | |
| | 220.00 | | 8,191.05 | |
| Overhead @ 180% | | | 14,743.89 | |
| | | | 22,934.94 | |
| Professional Fee @ 23% of DL | | | 1,883.94 | 24,818.88 |

03:Survey/Alignment Delineation

| SALARIES ON A MULTIPLIER BASIS | HOURS | RATE | COST | |
|--------------------------------|-------|---------|--------|--------|
| Clark Rowland | 5.00 | 28.6600 | 143.30 | |
| | 5.00 | | 143.30 | |
| Overhead @ 180% | | | 257.94 | |
| | | | 401.24 | |
| Professional Fee @ 23% of DL | | | 32.96 | 434.20 |

05:Prelim Engrng/Studies/R/W

| SALARIES ON A MULTIPLIER BASIS | HOURS | RATE | COST | |
|--------------------------------|-------|---------|-------|-------|
| Edward J. Beck | 1.00 | 19.6700 | 19.67 | |
| | 1.00 | | 19.67 | |
| Overhead @ 180% | | | 35.41 | |
| | | | 55.08 | |
| Professional Fee @ 23% of DL | | | 4.52 | 59.60 |

EAST-WEST ROADWAY CONSTRUCTION PROJECT
RELEASE AND COVENANT NOT TO SUE
EXHIBIT A - INVOICES

Parametrix, Inc.



P.O. Box 460
Sumner, Washington 98390
253-863-5128

INVOICE:

Invoice #: 020291
06/16/98
Page #: 4

55-2750-01 EAST-WEST ROAD GIG HARBOR

SALARY & EXPENSE DETAIL

06:Environmental Documentation

SALARIES ON A MULTIPLIER BASIS
Bernard L. Chaplin

| HOURS | RATE | COST |
|------------------------------|---------|--------|
| 4.00 | 34.9000 | 139.60 |
| ----- | | ----- |
| 4.00 | | 139.60 |
| Overhead @ 180% | | 251.28 |
| | | ----- |
| Professional Fee @ 23% of DL | | 32.11 |

422.99

** Total Project 55-2750-01 25,735.67

* Rate Increase

EAST-WEST ROADWAY CONSTRUCTION PROJECT
RELEASE AND COVENANT NOT TO SUE
EXHIBIT B – DOCUMENT
AND FILE RELINQUISHMENT

Parametrix, Inc.

Consultants in Engineering and Environmental Science

5700 Kitsap Way Suite 202 Bremerton, WA 98312-2234
360-377-0014 • Fax: 360-479-5961



June 18, 1998

PMX# 55-2750-01

Wes Hill, P.E.
Director
Public Works Department
3105 Judson Street
Gig Harbor, WA 98335

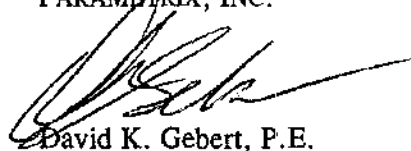
RE: East/West Road

Dear Wes,

In accordance with your request, Parametrix will prepare and turn over to the City, the documents and files as described in the attached, "Document and File Relinquishment Scope of Work", for the East-West Roadway Construction Project.

We will perform these services for \$880.73, as set forth in the attached "Hour and Billing Amount for Scope of Work".

Sincerely,
PARAMETRIX, INC.



David K. Gebert, P.E.
Bremerton Office Manager



EAST-WEST ROADWAY CONSTRUCTION PROJECT
RELEASE AND COVENANT NOT TO SUE
EXHIBIT B - DOCUMENT
AND FILE RELINQUISHMENT

Parametrix shall prepare, provide QA/QC, and submit to the City the following documents and/or files (electronic files unless otherwise indicated):

- a. All electronic AutoCADD drawing files (*.dwg), including the survey plans with all point data and DTM information, all project files (files located within the SDSK directory, labeled "SDSK\Proj\[project name]*.*), and additional files used for the preliminary roadway design developed by the Consultant (e.g., template files, alignment options 'A' through 'F,' cross sections for final alignment 'F,' and typical sections for graphic presentations) shall also be submitted in accessible AutoCADD format. Electronic files listed above shall be submitted to the City on Compact Disk(s) (CD).

By mutual agreement with the City, the Consultant utilized aerial topographic information prepared by a third party surveyor, ESM Consulting Engineers, L.L.C., hereinafter referred to as ESM, for the portion of the project from approximately Station 38+00 to Peacock Hill Avenue, including ground control points. Project control was tied to the horizontal and vertical control used for the aerial mapping. Verification points for vertical control from the original Parametrix 'P'-line survey were provided to ESM for mapping adjustments to aerial topography. Adjustments were made by ESM along the 'P'-line only. Vertical accuracy of the aerial mapping is limited to the level of accuracy of the information prepared by ESM.

The Consultant will remove from the electronic files provided to the City, all identification (such as logos, company and individual names, professional engineer's seals, etc.) reflecting involvement of the Consultant, except for information from survey work performed by the Consultant.

- b. One paper copy of the draft geotechnical report prepared by Hong West and Associates.
- c. One paper copy of the initial stormwater drainage calculations performed by the Consultant, with suggested siting options for detention facilities in the North Creek basin.

It is understood and agreed that the documents and files to be provided by the Consultant are considered Consultant work products at approximately the 30-percent design level, and consistent with the level of completion and accuracy for similar projects at comparable state of completion. Details associated with these work products will require verification and/or modification by the City as required for final design preparation.

EAST- WEST ROADWAY CONTRUCTION PROJECT
DOCUMENT AND FILE RELINQUISHMENT
Hour and Billing Amount for Scope of Work
 RELEASE AND COVENANT NOT TO SUE
 EXHIBIT B – DOCUMENT

| Task | Project Manager | Project Engineer | Strmwtr. Engineer | CADD | Admin. Staff | TOTAL |
|---|-----------------|------------------|-------------------|---------|--------------|-----------------|
| 1. Prepare, provide QA/QC, & deliver AutoCADD files | 0 | 2 | 0 | 4 | 1 | 7 |
| 2. Prepare, provide QA/QC, & deliver paper copy of draft geotechnical report | 0 | 0 | 0 | 0 | 1 | 1 |
| 3. Prepare, provide QA/QC, & deliver paper copy of stormwater, drainage system design information | 1 | 0 | 2 | 0 | 1 | 4 |
| Total Hours (All Tasks) | 1 | 2 | 2 | 4 | 3 | 12 |
| Direct Labor | \$37.42 | \$67.68 | \$52.38 | \$78.68 | \$54.51 | \$290.67 |
| Overhead @ 1.80 | | | | | | \$523.21 |
| Profit @ .23 X DSC | | | | | | \$ 66.85 |
| Grand Total | | | | | | \$880.73 |
| Billing Rate Per Hour | \$37.42 | \$33.84 | \$26.19 | \$19.67 | \$18.17 | |



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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MITCH BARKER *MB*
SUBJECT: DUI TASK FORCE INTERLOCAL AGREEMENT
DATE: JULY 6, 1998

INFORMATION/BACKGROUND

The majority of law enforcement agencies in Pierce County have formed a DUI Task Force. This group selects a target area, on a monthly basis, and conducts a DUI emphasis patrol in the targeted area. We wish to join that effort. Attached is the interlocal agreement which will allow us to become part of the Task Force. I have deleted a number of the pages, which are only signature block sections for the various Chiefs and Mayors. Legal counsel has reviewed this agreement.

FISCAL IMPACTS

Depending on scheduling, there may be some officer overtime related to the emphasis and attendant court time. We have sufficient funds in the 1998 budget to cover these costs.

RECOMMENDATION

The Police Department recommends that the Council direct the Mayor to sign the interlocal agreement.

DUI (Driving Under the Influence) Task Force Mutual Aid Agreement and Interlocal Agreement

WHEREAS, an entity known as the Tacoma/Pierce County Task Force on Alcohol/Driving (DUI Task Force) has been created for the purpose of promoting the targeting, apprehending and successfully prosecuting individuals guilty of traffic infractions and offenses in general, and DUI's in particular; and

WHEREAS, it is the desire of various law enforcement agencies within Pierce County to participate in such Task Force; and

WHEREAS, multi-agency participation in such a Task Force is possible by virtue of the Washington Mutual Aid Peace Officer Powers Act set forth in Chapter 10.93 R.C.W. and the Interlocal Cooperation Act set forth in Chapter 39.34 R.C.W.;

NOW, THEREFORE, it is mutually agreed as follows:

Section 1: Duration. This Agreement shall be in effect for a period of two years from its effective date of December 19, 1997.

Section 2: Scope. Parties to this Agreement will each provide law enforcement personnel for the apprehension of suspected DUI offenders, and the enforcement of DUI laws within targeted areas as set forth in Attachment 1. The targeted areas at any particular time during the term of the agreement shall be determined by the joint administrative board.

Section 3: Purpose. The purpose of this Agreement shall be the apprehension and successful prosecution of individuals guilty of traffic infractions and offenses in general, and DUI's in particular, within specifically targeted areas of Pierce County.

Section 4: Financing. Each participating agency shall bear the financial responsibility and liability for such of its employees as participate in the Task Force, including but not limited to salary, benefits and worker's compensation insurance.

Section 5: Termination. This Agreement shall automatically terminate two (2) years from its effective date unless an earlier termination date is agreed upon in writing by all parties.

Section 6: Administration. This Agreement shall be administered by a joint board comprised of the Pierce County Sheriff and the Chiefs of Police for the cities and towns listed in Attachment 2, or their respective delegates.

Section 7: Operations. Task Force operations, in connection with the emphasis patrols operating under this agreement, shall be coordinated by a Pierce County Sheriff's Department employee holding a rank of sergeant or higher. Provided that the coordination provided by Pierce County shall not be considered an allocation of liability under R.C.W. 10.93.040, nor that the Task Force is acting under the direction and control of Pierce County.

Section 8: Use of Property. Each agency shall be responsible for its own property used during the term of this Agreement and any property acquired by an agency during the term of this Agreement shall remain with the agency upon termination of the Agreement.

Section 9: Coordination. The Task Force Coordinator shall be responsible for coordinating the Task Force related communications between participating agencies.

Section 10: Participating Agencies. A list of the agencies which will be participating in the Tacoma/Pierce County Task Force is attached hereto as Attachment 2. Such List of Authorized Agencies may be modified from time to time to add or delete agencies. Each participating agency shall maintain a current List of Authorized Agencies on file together with a copy of this Agreement.

Section 11: Filing. A copy of this Agreement shall be filed with the Pierce County Auditor and the Secretary of State.

Section 12: Consent. The undersigned hereby individually consent to the full exercise of peace officer powers within their respective jurisdictions by any and all properly certified or exempted officers engaged in any operations of the Tacoma/Pierce County Task Force. Each consent shall be valid during the tenure of the responsive undersigned individuals.

Section 13: Responsibility. The consents given in Section 12 above are not intended to reallocate, under R.C.W. 10.93.040, the responsibility of the participating agencies for the acts or omissions of their officers.

Dated this _____ day of _____, 1997.

Sheriff Mark French
Pierce County Sheriff's Department

Dated this _____ day of _____, 1997.

Chief Lockheed Reader
Puyallup Police Department

Dated this _____ day of _____, 1997.

Chief James Paulson
Fife Police Department

Dated this _____ day of _____, 1997.

Chief Donald J. Frazier
Bonney Lake Police Department

Dated this _____ day of _____, 1997.

Chief J. Ben Reisz
Sumner Police Department

Dated this _____ day of _____, 1997.

Chief Philip Arreola
Tacoma Police Department

Dated this _____ day of _____, 1998.

Chief Art McGehee
Buckley Police Department

DUI Task Force Emphasis Patrol

Operational Guidelines

Purpose: The DUI Task Force Emphasis Patrol is committed to the prevention of alcohol and other drug impaired driving through coordinated, multi-agency deterrence.

A. Objectives

1. To reduce the incidence and prevalence of alcohol and other drug impaired driving in Pierce County.
2. To increase law enforcement manpower to maximum levels in high-traffic, high-DUI arrest & collision areas.
3. To increase public attention to the risks of DUI and increase public perception of risk for DUI arrest.
4. To focus media attention on the prevalence of DUI and the coordinated efforts to prevent impaired driving.
5. To enhance communication and cooperation among law enforcement agencies in Pierce County.

B. Selection of Officers

1. Each participating agency will be asked to provide at least one officer for each Emphasis Patrol. Agencies with restricted jurisdiction will be asked to offer an equivalent, alternative level of participation.
2. All participating officers must have completed the basic state academy.
3. Participating agencies will be encouraged to assign highly-motivated officers who have experience in criminal traffic offenses.

C. Supervision

1. A first level supervisor will be required from agencies where major emphasis occurs.
2. The supervisor(s) will work the entire Emphasis patrol shift and will have overall responsibility for the assigned officer.
3. The supervisor(s) will field all questions and complaints concerning the Emphasis Patrol. All citizen complaints will be forwarded to the parent agency of any officer involved in the complaint.

4. The supervisor(s) will have the sole authority to return an officer to his/her agency as a result of inappropriate behavior.
5. Officers assigned to the Emphasis Patrol will be expected to follow their parent agency's policies with regard to pursuit and arrest procedures and all other matters of professional conduct. However, officers will also be expected to follow the direction of the Emphasis Patrol supervisor(s).

D. Officer Responsibility

1. Officers will work their assigned areas according to the guidelines provided by the supervisor(s), focusing on detection and apprehension of impaired drivers.
2. When an arrest is made, the arrestee will be taken to the nearest participating BAC verifier facility for processing or the Pierce County jail.
3. Officers will follow their parent agency guidelines for report writing. Unless otherwise required by an officer's parent agency, each citation will be filed in the jurisdiction of the arrest.
4. At the end of each Emphasis Patrol shift, each officer will provide the supervisor(s) with an account of their activity for that shift using the activity log form provided.
5. Emphasis Patrol officers will be responsible for one another's safety and will be expected to provide back-up and cover for one another.
6. Officers will respond to traffic accidents to provide assistance and traffic control. If an accident is alcohol or drug-related, the Emphasis Patrol officer will investigate and make any arrests or citations as necessary. If alcohol or drugs are not involved, investigation will be left to the appropriate regular duty officer(s).
7. Coffee and lunch breaks will be provided, however, these breaks will be restricted to no more than three marked units together at one time.
8. If citizens inquire as to the presence of an outside agency officer in the emphasis area, officers will explain their role in the DUI Task Force Emphasis Patrol.

E. Target Areas and Deployment

1. The Emphasis Patrol will be assigned to target areas based on intelligence information from participating agencies, DUI arrest and collision data, and discussions of the DUI Task Force.
2. The target areas will be assigned by rotation so that each participating agency's jurisdiction is included, unless a higher priority target is identified by the DUI Task Force.
3. Deployment of officers will be the responsibility of supervisor(s). Each officer will be provided with a map of the target area and briefing information.

F. Communications

1. All Emphasis Patrol communications will be on the LERN (Law Enforcement Radio Network) frequency.
2. Requests for data or impound will be made through the appropriate dispatch agency.

G. General Policies

1. No arrestee will be released to their own custody. Unless booked into jail, arrestees will only be released to a responsible, sober person or transported home.
2. Every lawful option will be made to have vehicles removed from the roadway. If there is concern that the vehicle may be a hazard, the supervisor(s) will make an impound order, if necessary.

**List of Agencies Authorized to Exercise Police Officer Powers When
Participating in the DUI Task Force Emphasis Patrol:**

Bonney Lake Police Department
Buckley Police Department
DuPont Police Department
Eatonville Police Department
Edgewood Police Department
Fife Police Department
Fircrest Police Department
Gig Harbor Police Department
Lakewood Police Department
Metropolitan Park Police Department
Pierce County Sheriff's Department
Puyallup Police Department
Orting Police Department
Roy Police Department
Ruston Police Department
Steilacoom Police Department
Sumner Police Department
Tacoma Police Department
University Place Police Department
Washington State Patrol



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH *DR*
SUBJECT: CASH RECEIPTING SOFTWARE PURCHASE
DATE: JUNE 24, 1998

BACKGROUND

Last year, the auditor identified several internal control weaknesses in the City's cash receipting system. Specifically, the auditor feels we need to receipt utility bill payments individually rather than by batch as we are presently doing.

Presently the City does not have an automated cash receipting system. All receipts are prepared by hand. On a busy day 200 individual payments are processed. The receptionist does most of the cash receipting, in addition to other duties, which are processing passports, processing mail, and answering the phone.

POLICY CONSIDERATIONS

Quadrant Systems, Inc. has developed a PC-based product called the "Receipt Accounting System" which performs all necessary receipt accounting functions.

This system will provide a detailed customer receipt, complete transaction audit trails, and interface with our present accounting and utility management system. This is currently the only cash receipting system available that will interface with our EDEN Systems utility accounting software.

There are other less expensive systems available; however, without the ability to interface with EDEN Systems, the cost savings would be marginal.

FISCAL CONSIDERATIONS

The purchase price which includes license fee, installation, training, annual support and equipment is \$9,069.

Based upon current budgetary information, our current budget should be able to absorb this purchase.

RECOMMENDATION

Staff recommends approval of the resolution declaring this purchase as sole source and approval of this purchase.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DECLARING THE PURCHASE OF COMPUTER SOFTWARE FOR CASH RECEIPTING TO BE LIMITED TO A SOLE SOURCE, AND WAIVING COMPETITIVE NEGOTIATION REQUIREMENTS FOR SUCH PURCHASE.

WHEREAS, EDEN Systems Inc. was awarded a contract by the City of Gig Harbor on March 22, 1983 to provide computer software and support; and

WHEREAS, the original software purchased did not include a cash receipting application; and

WHEREAS, City staff has confirmed that Quadrant Systems Inc. is the only supplier of cash receipting software that is totally compatible with the City's previously purchased utility management accounting system; and

WHEREAS, Quadrant Systems Inc. has estimated that the cost of the system will be \$9,069; and

WHEREAS, City staff has confirmed that if the City were to go to a different vendor to purchase a cash receipting application that does not interface with Eden Systems and make the necessary modifications for compatibility, the cost of such would exceed that of Quadrant Receipt Accounting System; and

WHEREAS, the City Council may waive the requirements of advertisement, proposal evaluation, and competitive negotiation of electronic data processing software purchases

pursuant to RCW 39.04.270 if the Council declares that the proposed purchase is clearly and legitimately limited to a single source or supply, and recites why this situation exists; NOW, THEREFORE,

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

Section 1. The City Council declares that purchase of Quadrant Systems, Inc. Receipt Accounting System is clearly and legitimately limited to a single source or supply because of the City's previous purchase of accounting software from the Eden Systems, Inc. Therefore, the City Council waives all competitive negotiation requirements for this sole source purchase.

RESOLVED this ___ day of _____, 1998.

APPROVED:

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

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



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: CAROL MORRIS, CITY ATTORNEY
SUBJECT: PROPOSED ORDINANCE ON INDEMNIFICATION
DATE: JULY 7, 1998

INFORMATION/BACKGROUND

As you are probably aware, plaintiffs are frequently naming individual city officials and officers as defendants in lawsuits which were formerly brought against the municipality alone. In a recent case, the Washington State Supreme Court imposed liability on individual council members, mayors and city officials under 42 U.S.C. § 1983 for action purportedly taken within the scope of official duties.

Pursuant to RCW 4.96.041, the City of Gig Harbor may establish a procedure to allow an officer, employee or volunteer to request the Council to authorize the defense of an action or proceeding brought against him or her individually at the City's expense. The attached ordinance establishes a procedure consistent with the statute for the defense and payment of any judgment imposed on the officer, employee or volunteer.

FISCAL IMPACTS

The proposed ordinance is consistent with the City's current insurance policy. There would be no financial impact as a result of the adoption of this ordinance.

RECOMMENDATION

The City Attorney's office recommends that the Council move to adopt this ordinance at its second reading.

RCW 4.96.041 Action or proceeding against officer, employee, or volunteer of local governmental entity – Payment of damages and expensed of defense.

496041

(1) Whenever an action or proceeding for damages is brought against any past or present officer, employee, or volunteer of a local governmental entity of this state, arising from acts or omissions while performing or in good faith purporting to perform his or her official duties, such officer, employee, or volunteer may request the local governmental entity to authorize the defense of the action or proceeding at the expense of the local governmental entity.

(2) If the legislative authority of the local governmental entity, or the local governmental entity using a procedure created by ordinance or resolution, finds that the acts or omissions of the officer, employee, or volunteer were, or in good faith purported to be, within the scope of his or her official duties, the request shall be granted. If the request is granted, the necessary expenses of defending the action or proceeding shall be paid by the local governmental entity. Any monetary judgement against the officer, employee, or volunteer shall be paid on approval of the legislative authority of the local governmental entity or by a procedure for approval created by ordinance or resolution.

(3) The necessary expenses of defending an elective officer of the local governmental entity in a judicial hearing to determine the sufficiency of a recall charge as provided in RCW 29.82.023 shall be paid by the local governmental entity if the officer requests such defense and approval is granted by both the legislative authority of the local governmental entity and the attorney representing the local governmental entity. The expenses paid by the local governmental entity may include costs associated with an appeal of the decision rendered by the superior court concerning the sufficiency of the recall charge.

(4) When an officer, employee, or volunteer of the local governmental entity has been represented at the expense of the local governmental entity under subsection (1) of this officer, employee, or volunteer was acting within the scope of his or her official duties, and a judgment has been entered against the officer, employee, or volunteer under chapter 4.96 RCW or 42 U.S.C. Sec. 1981 et seq., thereafter the judgement creditor shall seek satisfaction for nonpunitive damages only from the local governmental entity, and judgment for nonpunitive damages shall not become a lien upon any property of such officer, employee, or volunteer. The legislative authority of a local governmental entity may, pursuant to a procedure created by ordinance or resolution, agree to pay an award for punitive damages.

[1993 c 449 § 4; 1989 c 250 § 1; 1979 ex.s. c 72 § 1. Formerly RCW 36.16.132.]

Notes:

Purpose – Severability—1993 c 449: See notes following RCW 4.96.010.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LEGAL ACTIONS BROUGHT AGAINST CITY OFFICIALS, OFFICERS AND EMPLOYEES, PROVIDING FOR LEGAL REPRESENTATION FOR CONDUCT, ACTS AND OMISSIONS PERFORMED ON BEHALF OF THE CITY AND WITHIN THE SCOPE OF THEIR SERVICE OR EMPLOYMENT; PROVIDING FOR THE TERMS, CONDITIONS AND EXCEPTIONS FROM SUCH REPRESENTATION AND INDEMNIFICATION; SPECIFYING THE CIRCUMSTANCES UNDER WHICH CLAIMS AGAINST CITY OFFICIALS AND EMPLOYEES WILL BE PAID BY THE CITY; ADDING A NEW CHAPTER 2.19 TO THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the City currently has no ordinance in place to address indemnification of public officials and employees; and

WHEREAS, RCW 4.96.041 allows the City to establish a procedure for same;

NOW, THEREFORE

BE IT ORDAINED by the City Council of the City of Gig Harbor, Washington as follows:

Section 1. A new chapter 2.19 is hereby added to the Gig Harbor Municipal Code, to read as follows:

CHAPTER 2.19

INDEMNIFICATION OF PUBLIC OFFICIALS AND EMPLOYEES

- | | |
|-----------------|---|
| 2.19.010 | Conditions Under Which City Will Provide Legal Representation. |
| 2.19.020 | Exclusions. |
| 2.19.030 | Determination of Exclusion. |
| 2.19.040 | Representation and Payment of Claims -- Conditions. |

| | |
|-----------------|--|
| 2.19.050 | Effect of Compliance with Conditions. |
| 2.19.060 | Failure to Comply with Conditions. |
| 2.19.070 | Reimbursement of Incurred Expenses. |
| 2.19.080 | Conflict with Provisions of Insurance Policies. |
| 2.19.090 | Pending Claims. |
| 2.19.100 | Definitions. |
| 2.19.110 | Effect of Future Repeal or Modification. |

2.19.010 Conditions Under Which City Will Provide Legal Representation.

A. As a condition of service or employment the City shall provide to an official or employee, subject to the conditions and requirements of this chapter, and notwithstanding the fact that such official or employee may have concluded service or employment with the City, such legal representation as may be reasonably necessary to defend a claim or lawsuit filed against such official or employee resulting from any conduct, act or omission of such official or employee performed or omitted on behalf of the City in their capacity as a City official or employee, omission is specifically excluded under GHMC § 2.19.020 herein. The City Council shall, in its sole discretion, determine whether the fees and costs of any legal representation provided under this chapter are "reasonably necessary" for the defense of an official or employee, and are subject to reimbursement.

B. The legal services shall be provided by the office of the City Attorney unless:

1. Any provision of an applicable policy of insurance provides otherwise; or
2. A conflict of interest or ethical bar exists with respect to said representation.

C. In the event that outside counsel is retained under subparagraph B(1) above, the City shall indemnify the employee from the reasonable costs of defense, provided that in no event shall the officer or employee be indemnified for attorney's fees in excess of the hourly rates established by the City's contract with the attorney selected by the City. The officer or employee shall be liable for all hourly charges in excess of said rate, and for any fees and costs determined not to be "reasonably necessary" for the official or employee's defense, as determined by the City Council.

2.19.020 Exclusions.

A. In no event shall protection be offered under this chapter by the City

to:

1. Any dishonest, fraudulent, criminal, willful, intentional or malicious act or course of conduct of an official or employee;

2. Any act or course of conduct of an official or employee which is not performed on behalf of the City;

3. Any act or course of conduct which is outside the scope of an official's or employee's service or employment with the City; and/or

4. Any lawsuit brought against an official or employee by or on behalf of the City.

B. Nothing herein shall be construed to waive or impair the right of the City Council to institute suit or counterclaim against any official or employee nor to limit its ability to discipline or terminate an employee.

C. The provisions of this chapter shall have no force or effect with respect to any accident, occurrence or circumstance for which the City or the official or employee is insured against loss or damages under the terms of any valid insurance policy, provided that this chapter shall provide protection, subject to its terms and limitations, above any loss limit of such policy. The provisions of this chapter are intended to be secondary to any contract or policy of insurance owned or applicable to any official or employee. The City shall have the right to require an employee to utilize any such policy protection prior to requesting the protection afforded by this chapter.

2.19.030 Determination of Exclusion.

The determination of whether an official or employee shall be afforded a defense by the City under the terms of this chapter shall be made by the City Council on the recommendation of the Mayor and City Administrator. The decision of the City Council shall be final as a legislative determination and shall be based upon a finding that the claim or suit against an official or employee is excluded under GHMC § 2.19.020.

Nothing herein shall preclude the City from undertaking an officer or employee's defense under a reservation of rights. This reservation of rights shall include, but not be limited to, the officer or employee's written agreement to reimburse the City for all attorneys' fees and costs incurred by the City under the circumstances described in GHMC § 2.19.070.

The determination as to whether to furnish a defense as provided under this

chapter to a member or members of the City Council shall be made without the vote of such member or members of the City Council unless the inclusion of such member or members is required for a quorum. Provided, that if a claim or lawsuit affects a quorum or greater number of the members of the City Council, all such affected members shall retain their voting privileges under this section.

2.19.040. Representation and Payment of Claims - Conditions.

The provisions of this chapter shall apply only when the following conditions are met:

A. In the event of any incident or course of conduct potentially giving rise to a claim for damage or the commencement of a suit, the official or employee involved shall, as soon as practicable, give the City Attorney written notice thereof, identifying the official or employee involved, all information known to the official or employee involved, all information known to the official or employee with respect to the date, time, place and circumstances surrounding the incident or conduct giving rise to the claim or lawsuit, as well as the names and addresses of all persons allegedly injured or otherwise damaged thereby, and the names and addresses of all witnesses.

B. Upon receipt thereof, the official or employee shall forthwith deliver any claim, demand, notice or summons or other process relating to any such incident or conduct to the City Attorney, and shall cooperate with the City Attorney or an attorney designated by the City, and, upon request, assist in making settlement of any suit and enforcing any claim for any right of subrogation against any persons or organizations that may be liable to the City because of any damage or claim of loss arising from said incident or course of conduct, including, but not limited to, rights of recovery for costs and attorneys' fees arising out of state or federal statute upon a determination that the suit brought is frivolous in nature.

C. Such official or employee shall attend interviews, depositions, hearings and trials and shall assist in securing and giving evidence and obtaining attendance of witnesses all without any additional compensation to the official or employee and, in the event that an employee has left the employ of the City, no fee or compensation shall be provided; and

D. Such official or employee shall not accept nor voluntarily make any payment, assume any obligation, or incur any expense relating to said claim or suit; other than for first aid to others at the time of any incident or course of conduct giving rise to any such claim, loss, or damage.

2.19.050. Effect of Compliance with Conditions.

If legal representation of an official or employee is undertaken by the City Attorney, all of the conditions of representation are met, and a judgment is entered against the official or employee, or a settlement made, the City Council shall make a decision, based on the exclusions set forth in GHMC § 2.19.020, whether to pay such judgment or settlement not otherwise covered by insurance, and the City Council may at its discretion appeal as necessary such judgment.

2.19.050. Failure to Comply with Conditions.

In the event that any official or employee fails or refuses to comply with any of the conditions of GHMC § 2.19.040, or elects to provide his/her own representation with respect to any such claim or litigation, then all of the provisions for indemnification in this chapter shall be inapplicable, and have no force or effect with respect to any such claim or litigation.

2.19.070. Reimbursement of Incurred Expenses.

A. If the City determines that an official or employee does not come within the provisions of this chapter, and a court of competent jurisdiction later determines that such claim does come within the provisions of this chapter, then the City shall pay any judgment rendered against the official or employee and the reasonable attorney's fees incurred by the official or employee in defending against the claim. The City shall pay any costs and reasonable attorney's fees incurred in obtaining the determination that such claim is covered by the provisions of this chapter. Provided, if a court of competent jurisdiction determines that such claim does not come within the provisions of this chapter, then the official or employee shall pay the City's costs and reasonable attorney's fees incurred in obtaining the determination that such claim is not covered under the provisions of this chapter.

B. If the City determines that a claim against a City official or employee does come within the provisions of this chapter, and a court of competent jurisdiction later finds that such claim does not come within the provisions of this chapter, then the City shall be reimbursed by the official or employee for attorneys' fees, costs or expenses incurred in obtaining the determination that such claim is not covered by the provisions of this chapter, as well as all of the attorneys' fees and costs incurred by the City in the official or employee's defense that are not covered by the City's insurance.

2.19.080. Conflict with Provisions of Insurance Policies.

The indemnification provisions of this chapter do not constitute a policy of insurance, and nothing contained in this chapter shall be construed to modify or amend any provisions of any policy of insurance where any City official or employee thereof is the named insured. In the event of any conflict between this

chapter and the provisions of any such policy of insurance, the policy provisions shall be controlling; provided however, that nothing contained in this section shall be deemed to limit or restrict any employee's or official's right to full coverage pursuant to this chapter, it being the intent of this chapter and section to provide the coverage detailed in this chapter only outside and beyond insurance policies which may be in effect, while not compromising the terms and conditions of such policies by any conflicting provision contained in this chapter.

2.19.090. Pending Claims.

The provisions of this chapter shall apply to any, pending claim or lawsuit against an official or employee, or any such claim or lawsuit thereafter filed, without regard to the date of the events or circumstances which are the basis of such claim or lawsuit.

2.19.100. Definitions.

Unless the context indicates otherwise, the words and phrases used in this chapter shall have the following meanings:

A. "Official". Any person who is serving or has served as an elected or appointed City official or officer, and any person who is serving or has served as an appointed member of any City board, commission, committee or other appointed position with the City. The term appointed as used herein shall mean a person formally appointed by the City Council or as authorized by State law or City ordinance.

B. "Employee". Any person who is or has been employed by the City.

2.19.110. Effect of Future Repeal or Modification.

This chapter is subject to repeal or modification at the sole discretion of the City Council, provided, that such repeal or modification shall apply prospectively only, and shall have no effect upon the obligation to indemnify and/or defend against any claim which is based, in whole or in part, upon any act or omission of an official occurring prior to the effective date of the repeal or modification.

Section 2. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this ordinance.

Section 3. Effective Date. This ordinance shall take effect and be in full force

and effect five (5) days after its passage, approval and publication as required by law.

PASSED by the Council of the City of Gig Harbor, this day of _____

_____, 199_.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

BY: _____
CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM:

BY: _____
CITY ATTORNEY, CAROL A. MORRIS

FILED WITH THE CITY CLERK: 7/8/98

PASSED BY THE CITY COUNCIL:

EFFECTIVE DATE:

ORDINANCE NO.

SUMMARY OF ORDINANCE NO. _____

of the City of Gig Harbor, Washington

On the _____ day of _____, 199__, the City Council of the City of Gig Harbor, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LEGAL ACTIONS BROUGHT AGAINST CITY OFFICIALS, OFFICERS AND EMPLOYEES, PROVIDING FOR LEGAL REPRESENTATION FOR CONDUCT, ACTS AND OMISSIONS PERFORMED ON BEHALF OF THE CITY AND WITHIN THE SCOPE OF THEIR SERVICE OR EMPLOYMENT; PROVIDING FOR THE TERMS, CONDITIONS AND EXCEPTIONS FROM SUCH REPRESENTATION AND INDEMNIFICATION; SPECIFYING THE CIRCUMSTANCES UNDER WHICH CLAIMS AGAINST CITY OFFICIALS AND EMPLOYEES WILL BE PAID BY THE CITY; ADDING A NEW CHAPTER 2.19 TO THE GIG HARBOR MUNICIPAL CODE.

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

DATED this _____ day of _____, 199__.

CITY CLERK, MOLLY TOWSLEE



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: TRANSPORTATION PLAN UPDATE - CONSULTANT SERVICES
CONTRACT
DATE: JULY 8, 1998

INTRODUCTION/BACKGROUND

Council adopted the current Transportation Plan element of the City's Comprehensive Plan on August 12, 1994. Council subsequently approved an amendment to the plan in July 1994 in response to issues raised by the Puget Sound Regional Council. One of the 1998 budget objectives was to update the Transportation Plan element to reflect the substantial changes that have occurred in the City since 1994 in conjunction with the update to the Comprehensive Plan.

The Public Works Department advertised for various consultant services, including comprehensive transportation planning services, in conjunction with the biannual update of the Consultant Services Roster. After reviewing the Consultant Services Roster, and conducting telephone interviews with three firms, KJS Associates, Inc., of Bellevue, was tentatively selected by staff as the most qualified firm to perform the update to the Transportation Plan. Their selection was based on their technical proficiency in transportation planning, previous work for the City and other agencies in Pierce County, and familiarity with the requirements of the Puget Sound Regional Council.

KJS Associates, Inc. has advised us late in the process that due to the fact that their work is limited to developing transportation plans, they do not carry the standard \$1,000,000 limit of Professional Liability insurance. However, the same conditions that were in place in the previous consultant services agreement for the development of the Comprehensive Transportation Plan in 1994 are present in this agreement.

FISCAL CONSIDERATIONS

Sufficient funds are available for this work.

RECOMMENDATION

I recommend that the Council move and approve execution of the Consultant Services Contract with KJS Associates, Inc, in an amount not to exceed forty-two thousand nine hundred ten dollars (\$42,910.00).

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and KJS Associates, Inc. organized under the laws of the State of Washington, located and doing business at 914 140th Avenue Northeast, Suite 100, Bellevue, Washington 98005, (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the process to update their Comprehensive Transportation Plan 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 July 9, 1998, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as Exhibit A and incorporated herein by this reference as if fully set forth.

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 Forty-two thousand Nine hundred Ten dollars and no cents (\$42,910.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's billing rates shall be as described in Exhibit B.

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 one hundred eighty (180) 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 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 II hereinafter. 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, and the Consultant shall be liable to the City for any additional costs incurred by it in the completion of the Scope of Work referenced as Exhibit A and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

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

VII. Indemnification

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

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

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

The 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

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 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

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

XIII. Modification

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

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 1998.

THE CITY OF Gig Harbor

By: *Karen James Savage*
Its Principal

By: _____
Mayor

Notices to be sent to:

Mike Read, P.E.
KJS Associates, Inc.
914 140th Avenue NE, Suite 100
Bellevue, Washington 98005

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

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

Exhibit A - Scope of Work

Gig Harbor Transportation Plan (1994 Transportation Element Update)

Introduction

In 1994, the City adopted a Comprehensive Plan incorporating a Comprehensive Transportation Plan element as required under the 1991 Growth Management Act. Since adoption of those plans, the City of Gig Harbor has experienced significant growth in population and incorporated area with the Wollochet, Westside, and Gig Harbor North annexations. In addition, regional discussions of transportation improvements and other local transportation needs have prompted the City to initiate an update to the Transportation Element as well as other components of its Comprehensive Plan.

This scope of work summarizes each major task of updating the transportation element of the comprehensive plan. It identifies individual work components, products, and an approximate schedule. A preliminary cost estimate has been included as an attachment. Major work tasks would include:

1. Updating the existing conditions assessment;
2. Updating traffic analysis procedures;
3. Preparing new traffic forecasts;
4. Updating the 20-year needs analysis list;
5. Analyzing newly proposed roadway and other transportation improvements;
6. Updating cost estimates and financing options for inclusions in the capital facilities element;
7. Preparing and updating 6-year projections and cost estimates of short-term transportation improvements to implement a traffic impact fee program;
8. Preparing draft and final plan documents;
9. Conducting public involvement; and
10. Attending project meetings and facilitating the review of work products by the Planning Commission and City Council.

Scope of Work

Task 1: Existing Conditions Assessment

Discussion: KJS will update the existing conditions inventory and evaluation using most recent available traffic counts, accidents statistics, and completed proposed private development and improvements by the City of Gig Harbor, Pierce County, Kitsap County, Kitsap Transit, and the Washington State Department of

Exhibit A - Scope of Work

Transportation. KJS will also apply the most current level of service analyses procedures for operational conditions.

Products: Updated chapter of transportation element.

Approximate Schedule: July 20 - August 7.

Task 2: Update Traffic Analysis Procedures

Discussion: Significant updates to standard traffic engineering analysis procedures have been adopted since the completion of the City's comprehensive plan. KJS will update the traffic analysis procedures and level of service methodologies to reflect the *1994 Highway Capacity Manual*. This will include revised methodologies for signalized, unsignalized, and arterial segment levels of service.

Products: Updated chapter of transportation element.

Approximate Schedule: August 3 - August 7.

Task 3: Prepare New Traffic Forecasts

Discussion: KJS will research and incorporate new regional population and employment forecasts from the Puget Sound Regional Council, Kitsap County, and Pierce County, and comprehensive plan update. This information will be used to generate baseline demographic and socioeconomic information relevant to areas outside and at a gross scale within the UGA. KJS will work closely with City staff and the Beckwith Consulting Group in incorporating population and employment trends in zones within the UGA boundaries and in the immediate vicinity. KJS will update 2014 estimates of future baseline traffic forecasts using the EMME/2 model developed as part of the 1994 Comprehensive Plan, with adjustments to reflect current and projected land uses and recent development proposals.

Products: Updated land use and trip tables, updated 20-year traffic volume forecasts for 2018, and a technical memorandum summarizing the model results that will be incorporated into the updated comprehensive transportation plan element.

Approximate Schedule: August 3 - August 14.

Task 4: Travel Needs Analysis

Discussion: KJS will analyze future baseline travel needs and identify LOS deficiencies using the updated traffic analysis procedures. These deficiencies will include roadway congestion, traffic control, vehicular and pedestrian safety, and other congestion related needs. Existing and proposed roadway functional classification will be reviewed in coordination with PSRC, WSDOT, and TIB. In addition, long range transit service needs and nonmotorized facility deficiencies will be identified.

Products: Preparation of a technical memorandum summarizing results, and an updated chapter of transportation element.

Approximate Schedule: August 13 - August 24.

Exhibit A - Scope of Work

Task 5: Alternatives Analysis

Discussion: Under this task, KJS will develop and evaluate alternative transportation improvements to address level of service, safety, and connectivity deficiencies identified as part of Task 4. Alternative improvements to be considered may include:

- Previous list of long range improvements from 1994 transportation plan;
- A new north-south connector (E/W Road north and east to Peacock Hill Ave.);
- A new connector from E/W Road south and west to Burnham Drive;
- SR-16 undercrossing at 96th Street for connection to Employment District along Skansie Avenue. & south of Bujacich;
- Freeway slip ramps to Skansie and at Haven of Rest (or just north) with tie-in to 96th Street (or overcrossing at the same location), or Hunt Street undercrossing (not overcrossing);
- Harborview Drive/downtown bypass from Rosedale Street to Soundview (with small diameter roundabout at Pioneer Way, & more pedestrian oriented Harborview Drive and east end of Pioneer Way (also tied in with increased downtown parking options, and the potential passenger-only ferry connection per Seth Lockhart initiative));
- Cushman Trail extension and tie in to Kimball Drive and extension to northern terminus;
- Kimball Drive park-and-ride improvements planned by Pierce Transit, including possible interchange/flyer ramp modifications;
- Implications of proposed local access, high-occupancy vehicle, transit service, additional park-and-ride facilities, and other proposed improvements to and along SR-16;
- Partial interchange at SR 16 and 144th Street; and
- Other regional projects planned/proposed by WSDOT, Pierce County, Pierce Transit, and Kitsap County.

Products: Preparation of a technical memorandum summarizing alternative scenarios to be tested, and an updated chapter of transportation element.

Approximate Schedule: August 17 - September 4.

Task 6: Cost Estimates/Finance Plan

Discussion: Under this task KJS will prepare planning level cost estimates associated with transportation improvements within the UGA boundaries, by mode, by jurisdiction. We will identify alternative funding sources and local sources necessary to implement long range vision and coordinate funding sources and allocations by jurisdiction.

Products: Updated chapter of transportation element.

Approximate Schedule: September 8 - September 16.

Exhibit A - Scope of Work

Task 7: Traffic Impact Fees/6-Year Forecasts

Discussion: KJS will prepare a 6-year forecast of transportation needs within the City's incorporated areas. We will interpolate between existing and 20-year land use scenarios to develop a 6-year forecast (2004) from existing conditions, or use land use estimate provided by the City. A transportation needs list will be developed from the forecast and visual review of City streets in conjunction with City staff to address short-term safety, congestion, and deficient facilities. Cost estimates will be developed and matched against anticipated City revenues over the next six year period to identify any shortfalls. The City will be responsible for providing KJS with historical transportation revenues, and for reviewing and finalizing project cost estimates.

We will then identify alternative methods of calculation based upon the approach developed for the City of Gig Harbor in 1995 to address traffic fees. An issues paper will be produced summarizing these results as well as the methods used to test impact fee programs in other jurisdictions. A draft set of ordinance guidelines to implement a traffic impact fee program will also be produced.

Products: Technical memorandum summarizing fee calculations and methodologies, outline of draft ordinance, list of 6-year transportation improvements, and presentation materials related to public meetings or planning commission presentations.

Approximate Schedule: September - October.

Task 8: Draft and Final Plan Documents

Discussion: KJS will prepare review and final versions of the draft and final transportation elements. This product will include all text, tables, and figures necessary to document and describe the transportation planning process and results, and direct relationship to policies and goals in comprehensive plan update. The draft incorporating City staff review comments will be presented to the Planning Commission no later than October 15th, 1998. The final draft will be presented to the City Council incorporating Planning Commission and public agency review comments as concurred in by City staff.

Products: Updated chapter of transportation element.

Approximate Schedule: August 31 - September 30 (Draft Plan). October 12 - December 25 (Final Plan).

Task 9: Public Involvement

Discussion: KJS will assist City staff in preparing and attending no more than one public meeting/open house presentation on the transportation plan update. Each meeting will be scheduled to gather public comment at key stages of the project and coordinated with other efforts of the comprehensive plan update.

Products: Various handouts and other presentation materials.

Exhibit A - Scope of Work

Approximate Schedule: July - October (specific dates to be determined as scope of work is further developed and coordinated with other efforts).

Task 10: Project Meetings/Presentations

Discussion: KJS will attend and prepare materials for project meetings/working sessions with City staff (up to 5 meetings) and presentations to the Planning Commission (2 meetings) and City Council (1 presentation).

Products: Various handouts and other presentation materials.

Approximate Schedule: August - December (specific dates to be determined as scope of work is further developed and coordinated with other efforts).

Task 11: Supplementary Services

Discussion: A specific scope of services for this task will be developed by specific written work orders from the City as reviewed with KJS.

Products: To be determined.

Approximate Schedule: On call service needs within contract period.

Summary

In general, 10 major work tasks and one supplementary work task have been identified to update the City's 1994 transportation element of its comprehensive plan. The schedule outlined of each task correlates to the key completion dates of September 30th, 1998, for a draft of the transportation element, and a completed final draft element for presentation to the City Council by December 9th, 1998, and a final completed element by December 31st, 1998.

Work products shall be submitted in both printed and electronic file formats. Electronic files shall be submitted on computer diskette or compact disk, and shall be in Microsoft Office 95 or new format.

Gig Harbor Transportation Plan

Preliminary Cost Estimate for Consultant Assistance

| Task # | Task | Position | | | | | | | Task Subtotal | % of Total | |
|-------------------------------|---------------------------------------|------------------|----------|---------|----------------|---------|------------|---------|---------------|------------|-------|
| | | Principal | Sr. Eng | Modeler | Assist Planner | Tech. | Production | Admin. | | Hours | \$ |
| | | JPS | MJR, JMR | GH | MT | MM | CV, LR | PM, LR | | | |
| | | 1998 Hourly Rate | \$155.00 | \$75.00 | \$60.00 | \$40.00 | \$30.00 | \$45.00 | \$45.00 | | |
| 1 | Update Existing Conditions | 8 | 16 | 0 | 8 | 12 | 0 | 0 | 44 | 8.3% | |
| | | | \$1,240 | \$1,200 | \$0 | \$320 | \$360 | \$0 | \$0 | \$3,120 | 8.0% |
| 2 | Update Traffic Analysis Procedures | 2 | 8 | 0 | 0 | 0 | 0 | 0 | 10 | 1.9% | |
| | | | \$310 | \$600 | \$0 | \$0 | \$0 | \$0 | \$910 | 2.3% | |
| 3 | Prepare Traffic Forecasts | 4 | 4 | 40 | 16 | 0 | 0 | 0 | 64 | 12.0% | |
| | | | \$620 | \$300 | \$2,400 | \$640 | \$0 | \$0 | \$3,960 | 10.2% | |
| 4 | Update 20-year Needs Analysis | 4 | 8 | 0 | 16 | 0 | 0 | 0 | 28 | 5.3% | |
| | | | \$620 | \$600 | \$0 | \$640 | \$0 | \$0 | \$1,860 | 4.8% | |
| 5 | Alternatives Analysis | 12 | 32 | 16 | 8 | 40 | 0 | 0 | 108 | 20.3% | |
| | | | \$1,860 | \$2,400 | \$960 | \$320 | \$1,200 | \$0 | \$6,740 | 17.3% | |
| 6 | Cost Estimates/Finance Plan | 4 | 20 | 0 | 8 | 0 | 0 | 0 | 32 | 6.0% | |
| | | | \$620 | \$1,600 | \$0 | \$320 | \$0 | \$0 | \$2,440 | 6.3% | |
| 7 | Traffic Impact Fees/6-Year Forecasts | 16 | 8 | 16 | 0 | 0 | 0 | 0 | 40 | 7.5% | |
| | | | \$2,480 | \$600 | \$960 | \$0 | \$0 | \$0 | \$4,040 | 10.4% | |
| 8 | Draft and Final Plan Documents | 8 | 20 | 0 | 16 | 0 | 12 | 0 | 56 | 10.5% | |
| | | | \$1,240 | \$1,500 | \$0 | \$640 | \$0 | \$540 | \$3,920 | 10.1% | |
| 9 | Public Involvement | 16 | 8 | 0 | 8 | 0 | 16 | 0 | 48 | 9.0% | |
| | | | \$2,480 | \$600 | \$0 | \$320 | \$0 | \$720 | \$4,120 | 10.6% | |
| 10 | Project Meetings/Presentations/Admin | 24 | 20 | 8 | 36 | 0 | 8 | 6 | 102 | 19.2% | |
| | | | \$3,720 | \$1,500 | \$480 | \$1,440 | \$0 | \$360 | \$270 | \$7,770 | 20.0% |
| Subtotal Base Services | | | | | | | | | | | |
| | Labor Hours | 98 | 144 | 80 | 116 | 52 | 36 | 6 | 532 | 100.0% | |
| | Labor Cost | \$15,190 | \$10,800 | \$4,800 | \$4,640 | \$1,560 | \$1,620 | \$270 | \$38,880 | 100.0% | |
| 11 | Supplemental Services | 8 | 12 | 4 | 12 | 4 | 0 | 0 | 40 | | |
| | | | \$1,240 | \$900 | \$240 | \$480 | \$120 | \$0 | \$0 | \$2,980 | |
| | Directs Costs | | | | | | | | \$1,050 | | |
| | Total Costs for Consultant Assistance | | | | | | | | \$42,910 | | |

Exhibit B - Estimated Hours and Fee Proposal

Exhibit B - Estimated Hours and Fee Proposal

Estimated Direct Costs

| Expense Category | <i>Rate</i> | <i>Per</i> | <i>Quantity</i> | <i>Estimated Cost</i> |
|---------------------------------|-------------|------------|-----------------|-----------------------|
| Travel | | | | |
| Mileage | \$0.32 | mile | 1,200 | \$384 |
| Computer charges | | | | \$0 |
| Plotter time | \$12.00 | plot | 20 | \$240 |
| Reproduction | \$0.10 | copy | 1,000 | \$100 |
| Telephone, FAX | | lump sum | | \$125 |
| Presentation Materials/Supplies | | lump sum | | \$200 |
| Total Direct Costs | | | | \$1,049 |



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: PARK, RECREATION AND OPEN SPACE PLAN UPDATE - CONSULTANT SERVICES CONTRACT
DATE: JULY 8, 1998

INTRODUCTION/BACKGROUND

Council adopted the current Park, Recreation and Open Space element of the City's Comprehensive Plan on December 23, 1996. One of the 1998 budget objectives was to update the Park, Recreation and Open Space element to reflect the substantial changes that have occurred in the City since 1994 in conjunction with the update to the Comprehensive Plan.

Consultant services are needed to assist in this effort. Public Works advertised for various consultant services, including comprehensive planning services, in conjunction with the biannual update of the Consultant Services Roster. After reviewing the Consultant Services Roster, the Beckwith Consulting Group was tentatively selected by staff as the most qualified firm to perform the update to the Park, Recreation and Open Space Plan. Their selection was based on their technical proficiency, public relations skills, previous work for the City, and their present work for Pierce County Parks and Recreation in updating the County's Park Plan.

FISCAL CONSIDERATIONS

Sufficient funds are available for this work.

RECOMMENDATION

I recommend that the Council move and approve execution of the Consultant Services Contract with the Beckwith Consulting Group, in an amount not to exceed sixteen thousand dollars and no cents (\$ 16,000.00).

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

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

RECITALS

WHEREAS, the City is presently engaged in the updating of the Comprehensive Parks and Recreation Plan 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 July 9, 1998, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as Exhibit A and incorporated herein by this reference as if fully set forth.

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 sixteen thousand dollars and no cents (\$16,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's billing rates shall be as described in Exhibit B.

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 180 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 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 II hereinafter. 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, and the Consultant shall be liable to the City for any additional costs incurred by it in the completion of the Scope of Work referenced as Exhibit A and

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

VI. Discrimination

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

VII. Indemnification

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

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

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

The 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 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

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

XIII. 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.

WITNESS WHEREOF, the parties have executed this Agreement on this 9th day of July, 1998.

By: 
Its Principal

THE CITY OF Gig Harbor

By: _____
Mayor

Notices to be sent to:

Thomas Beckwith
The Beckwith Consulting Group
P.O. Box 162
Medina, WA 98039

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

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

contract

Exhibit A: Scope of Work

Gig Harbor, Washington
Park, Recreation & Open Space Plan Update
the Beckwith Consulting Group
9 July 1998

Tasks of work

Following is a brief description of the tasks of work outlined in the gantt chart incorporated in Exhibit B:

1: Compile background materials

We will jointly (city staff and consultant) review the contents of the work program, schedule, and budget, and resolve a final scope of work detailing major task responsibilities, products, and other features.

2: Conduct workshop with Planning Commission, Pierce County Parks and Peninsula Park District

We will conduct a workshop with the Planning Commission, Pierce County Parks & Recreation District, and Peninsula Park District to review and strategize about:

- work previously accomplished in the adopted park, recreation, and open space plan,
- impacts of recent and proposed annexations on park demands and opportunities,
- a vision concerning the context, scope, and particulars of the updated plan,
- possible joint venture projects and programs between the city, county, and park district, and
- to identify who and how to involve the public in the planning process.

Update supply, demand, and financial conditions

3: Update inventory existing supply

We will compile/update a summary description, appropriate supporting graphics, and maps of all existing and programmed park, recreation, and open space property holdings within Gig Harbor's corporate limits, annexations, and proposed urban growth area. The inventory will update the history, development condition, master plan status, improvements program, development capabilities, and other relevant features of each property holding and facility that could be made available or jointly developed.

We will analyze the existing conditions and capabilities of each park including maintenance, repair, and other requirements.

The inventory will be organized into specific categories including all indoor/outdoor, passive/active, local/regional, administrative/maintenance facilities provided by all public/private agencies within the city and urban growth area. The inventory will be quantified by number of courts, fields,

linear feet of trail, parking spaces, building square footage, and other measurable facility units.

The information will be entered and cross-indexed into a spreadsheet format allowing subtotalling by agency sponsor, urban growth area, property or park site, facility category, existing or programmed status. The spreadsheet format will be used to determine the existing level-of-service (ELoS) which presently exists for each facility category over the next 6-year capital facility programming period.

4: Update inventory supply opportunities

We will map and evaluate properties, soils, sites or other features that may provide multiple park, recreation, open space, and conservation opportunities including:

- soils with undevelopable characteristics like steep slopes, poor surface and soil drainage, poor soil materials and conditions,
- lands with sensitive environmental conditions or characteristics like stream corridors, wetlands and woodlands,
- lands with special social or aesthetic values like historical landmarks and scenic overlooks, and
- adjoining properties owned by other public agencies like schools, utility districts, state departments of highway, fisheries, wildlife, ecology, and natural resources, and others including large private landholders.

We will determine the strategic value of each of the above areas for potential open space networks, wildlife conservation habitats, and/or passive or active park and recreational facility developments. We will identify potential acquisition opportunities along with likely cost and development implications.

5: Design/conduct park outreach surveys

Based on the results of the planning workshop, we will design written surveys to be conducted of park users. The surveys may be conducted by boy scouts, school students, athletic league participants, and other volunteers at major indoor facilities and outdoor park and recreational sites of interest throughout the city. The outreach surveys will include questions about:

- user characteristics including place of residence or employment, length of residence, age, and household status,
- familiarity with other park and recreation facilities within the city's service area including use patterns or frequencies,
- reason for using park or recreational facilities or sites of interest including comparison of costs, quality, convenience, and other factors with other facilities,
- level of satisfaction with existing facilities including design, condition, availability, and services, and
- desires for specific facility or service improvements including preferences and priorities.

Since the survey sample groups will consist of outreach group participants (rather than community residents at large), the statistical validity of the surveys will depend on the number of surveys that can be obtained for each sample group. Generally, a random compilation of 100 surveys should be accurate within a +/-10 percent, 200 surveys within an +/-8 percent, 300

surveys within +/-5 percent, and 400 surveys within +/-5 percent of a typical outreach user group.

The results will provide an accurate assessment of park conditions, service areas, and reasons for use - compared with a possible later telephone survey of city registered voters that will provide an accurate assessment of financial issues and overall park development priorities.

6: Update park demand projections

We will project park and recreational facility requirements in 5 year increments over the next 20 year time period using a combination of methodologies developed by the National Recreation & Park Association (NRPA), Washington State Interagency Committee for Outdoor Recreation (IAC) Statewide Comprehensive Outdoor Recreation Plan (SCORP) participation model, and user trends. Using our IAC based participation model and a level-of-service (LOS) standard, we will:

- establish preliminary existing and proposed level-of-service (ELOS/PLOS) standards and project demand in park land and facility requirements terms,
- subtract existing and programmed facilities to determine facility needs, and
- project the land acquisition, facility design, construction, and other costs involved in developing additional facilities necessary to resolve unmet demand for each activity category for each increment year forecast.

7: Update financial conditions/prospects

We will review present city financial prospects in regards to park, recreation, and open space acquisition, development, maintenance, and program operation costs. The analysis will include a review and evaluation of:

- probable sources of revenues, expenditure patterns, capital improvement program requirements, potential bonded debt capacity, and voter referendum issues,
- any supplemental funding allocations from general funds, capital improvements programs, user fee revenues, enterprise account histories, state and federal grants, obligation bonds, special revenue funds, concessionaire utilizations and revenues,
- the applicability of other funding approaches and prospects including special recreation service areas (RCW Chapter 36.68), special use agreements, public/private service contracts, concessionaire agreements, joint venture developments, land leases, self-help contract agreements, and environmental impact mitigation strategies, and
- the present and potential revenue sharing opportunities that could be provided for local/regional facilities to the city/county/school district and other agencies under the growth impact fee mitigations allowed for in the Washington State Growth Management Act (GMA).

8: Review findings with Commission

We will discuss the findings and implications of the supply, opportunity, intercept surveys, facility demands, and financial projections during workshop review sessions with the Planning Commission. The Commission will clarify policy issues and define questions to be resolved in following tasks of work.

Define goals and strategies

9: Update goals and strategies

Based on the results of the workshop in task 8, we will update and/or refine detailed park, recreation, and open space planning objectives to include:

Goals

- determination of park and recreation facility and program service area(s),
- facility design, existing and proposed level-of-service (ELOS/PLOS), and use capacity standards,
- service and facility development priorities by specific park, recreation, and open space activity, and
- service and facility development priorities by planning area.

Strategies

- city role/responsibility options by service area, by park and recreation activity, for acquisition and development, for maintenance and operations,
- the existing and proposed level-of-service (ELOS/PLOS) to be provided park, recreation, and open space facility developments along with specific site priorities, and recreational programs,
- funding strategies for each activity for each level of service including concepts that allocate monies acquired from the growth impact fee assessments allowed in the Washington State Growth Management Act (GMA), and
- environmental mitigation strategies to be used to resolve development impacts within the urban growth area.

10: Review strategy options with Commission

We will discuss the goal statements and strategy options during a workshop review session with the Planning Commission. The Commission will resolve final goal statements and select strategy approaches to be used in the plan's development and implementation.

Create development plan elements

11: Conduct public planning/design charrette

Charrette - we will jointly meet in a workshop setting with the members of the Planning Commission, residents, user organizations, property owners, and other parties appropriate to develop preliminary planning and design solutions.

The session will be conducted as a brainstorming workshop, where the participants will jointly create (and we will illustrate) as many ideas as possible. These initial charrettes will be developed without critical evaluation until the participants are satisfied that all possible ideas have been explored.

We will then poll the group to determine the level of support that may be available for each proposal. The participants will then determine, based on the polling results, which concepts we are to further develop into plan elements.

12: Update development plan elements

Based on the results of task 11, we will develop 20-year comprehensive plan elements to include descriptive graphics, maps, illustrative designs, and texts of:

- **an environmental, open space, and wildlife habitat element** - identifying unique environmental, ecological, and wildlife habitat conservation or preservation areas along with appropriate property acquisitions or development use agreements,
- **an historical, cultural element** - identifying unique historical and cultural conservation or preservation sites, buildings, or features along with appropriate property acquisitions or development use agreements,
- **a trails element** - identifying corridors, destinations, trailheads, design, and use standards for a system of hiking, biking, horseback riding, and water trail improvements - particularly for the trail loops and extensions to be developed along the Skookumchuck/Chehalis River Trail,
- **a parks facility element** - identifying property acquisitions or use agreements and facility development projects for a system of swimming, boating, camping, fishing, and other environmentally related activities,
- **a recreational facility element** - identifying a system of community and regional developments for swimming pools, basketball, volleyball and tennis courts, football, soccer, and baseball fields,
- **an indoor facilities element** - identifying improvements to multipurpose activity centers for swimming pools, indoor gymnasiums, classrooms and educational facilities, meeting rooms, day care and after school programs, senior centers, and administrative office support,
- **a special facility opportunity element** - identifying improvements or developments for golf ranges or courses, gun and archery ranges, and any other special activities or facilities determined to be appropriate,
- **a recreational programs element** - defining the user groups, schedules, instructors, equipment, facilities, fees, expenses, and all other particulars, and
- **a supporting facilities maintenance and operations plan** - identifying required staff, equipment, yards and buildings necessary to provide supporting park maintenance, operations, and administration requirements.

13: Conduct public forum on plan options

Outreach documents - on completion of the alternative development plan elements, we will design a series of newsletters, posters, flyers or newspaper supplements. This issue will describe the contents of plan elements and the date for a public forum.

Workshop - following public notification, we will jointly conduct a public workshop with residents, park user organizations, and other interested parties. We will display the proposed development plan elements and options around the meeting room walls to facilitate self-guided tours by the meeting participants.

We will circulate throughout the room to answer questions, elicit comments, record suggestions, and otherwise facilitate public review and input. Depending on the turnout, we may organize structured focus groups and facilitate more extensive discussions of specific development plan elements.

A written questionnaire survey will be handed to each public participant as they enter the forum. The survey will be indexed to the graphic displays asking the participant their concerns, issues, and other particulars about each plan option. We will collate the forum surveys on a personal computer using a commercially available software.

14: Select preferred strategy/plan elements with Board

Based on the results of the open house or forums in task 13, the Planning Commission will select preferred strategy options and comprehensive plan elements to include final park land acquisition and development, recreation facility development proposals, and priorities.

Create implementation program

15: Update implementation program/CFP

Based on the results of task 14, we will develop a detailed implementation program to include:

- **a 6-year capital facilities program (CFP)** - defining existing and proposed level-of-service (ELOS/PLOS) standards with estimated project acquisition, design, development, operation, and maintenance costs and possible funding sources or methods, and
- **a legislative package** - outlining legislations and authorizations necessary (along with model ordinances) to protect sensitive lands, impose growth impact fee assessments or set-asides, mitigate development impacts, obtain multiple use land agreements, and other strategies appropriate to the preferred plan particularly that apply to interlocal agreements and other provisions of the recently enacted Washington State Growth Management Act (GMA).

16: Design/conduct telephone survey

We will design a telephone questionnaire to be conducted of registered city resident voters about park plan development and implementation issues. The survey may include questions about:

- familiarity with city park, recreation, and open space facilities including use patterns and preferences,
- level of satisfaction with existing facilities including design, condition, availability, and services,
- desires for specific facility or service improvements including preferences and priorities concerning the list of possible improvement projects,
- financing preferences and priorities including methods and amounts concerning the proposed implementation measures concerning level-of-service standards, general funds, impact fees, general obligation bonds, and user fees, and
- characteristics including place of residence and employment, length of residence, age, and household status.

We will prequalify a statistically controlled sample group. We will design and you will mail background materials and a copy of the survey questions to each household within the controlled sample group prior to our conducting the survey telephone call.

The telephone survey may utilize a combination of open and closed-ended questions requiring an average of 10-12 minutes of discussion. We will collate the results on commercially available survey software that you may retain for further analysis.

17: Select implementation program/CFP with Commission

We will review the implementation program particulars and all pertinent options during workshop review sessions with the Planning Commission. The Planning Commission will review, select, and/or validate preferred implementation program particulars to include final capital facility program projects, schedules, revenue sources, growth impact ordinance language and fee structure, and other particulars.

Edit/publish plan documents

18: Update draft plan/implementation/CFP program documents

We will compile and edit camera-ready copy (including electronic file in Microsoft Word and Excel format) of the following plan documents:

- a narrative report - of 8.5x11 inch format with black and white graphics (including options allowing for color overprinting of key maps and graphics), cover stock dividers, and spiral comb binding to include the results of all tasks of the work program, workshops, public forums, and other participation events,
- an executive summary report - of 8.5x11 inch format with black and white graphics, cover stock dividers, and spiral comb binding to include a summary of the development plan and implementation chapters, and
- a park brochure - of 17x22 inch format with plan and illustrative graphics on one side, park inventory and implementation particulars on the other to be used for public presentations and as a future park system handout following plan adoption.

19: Present plan update to Council

We will discuss the contents of the draft plan, implementation program, public hearing, state agency review comments, and Planning Commission recommendations with the City Council for adoption proceedings.

Following the satisfaction of all hearing requirements, the Council will adopt a final park, recreation, and open space plan, capital facilities program, growth impact fee ordinance, and other implementation program particulars.

20: Publish/distribute plan update

Based on the results of task 19, we will package and the city will copy and distribute the final plan documents and any accompanying SEPA documentation for public review.

The city will also complete and mail an updated Washington State Department of Community, Trade & Economic Development (WA CTED) planning checklist and all other transmittal information for state agency review in accordance with GMA requirements.

The city will also complete and mail similar information packets for review by the county, school district, utility companies, and other affected jurisdictions and agencies.

Task 21: Supplemental work

As an option, we will be available to perform other miscellaneous services including SEPA checklists, additional meetings, extra site plan studies, and the like.

Gantt Chart

Exhibit B

Gig Harbor Park, Recreation & Open Space Plan Update

Project Planner/Director - Tom Beckwith AICP
 Landscape Architect - Colle Hough-Beck ASLA*
 Architect - Jim Merritt AIA
 Opinion Surveyor - Jamie Baba Huh

| | time in weeks | | | | | | | | | | | | prof hrs | labor hours | mtls/ cost | total cost | | |
|--|---------------|---|---|---|---|---|---|---|---|---|---|---|----------------|----------------|---------------|---------------|---------|----------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 0 | 1 | 2 | | | | | | |
| Initiate project | | | | | | | | | | | | | | | | | | |
| 1 Compile background mtls | X | X | | | | | | | | | | | | 2 | \$150 | \$0 | \$150 | |
| 2 Conduct workshop w/Plan Commn/Pierce Co/P | X | X | | | | | | | | | | | | 2 | \$150 | \$25 | \$175 | |
| Inventory facilities | | | | | | | | | | | | | | | | | | |
| 3 Update inventory existing supply | X | X | X | | | | | | | | | | | 8 | \$600 | \$0 | \$600 | |
| 4 Update supply opportunities | X | X | X | | | | | | | | | | | 16 | \$1,200 | \$0 | \$1,200 | |
| 5 Design/conduct park outreach surveys | X | | | | | | | | | | | | | 10 | \$750 | \$0 | \$750 | |
| 6 Update park demand projections | X | X | | | | | | | | | | | | 8 | \$600 | \$0 | \$600 | |
| 7 Update financial conditions/prospects | X | | | | | | | | | | | | | 8 | \$600 | \$0 | \$600 | |
| 8 Review findings w/Planning Commission | X | X | | | | | | | | | | | | 2 | \$150 | \$25 | \$175 | |
| Define goals/standards | | | | | | | | | | | | | | | | | | |
| 9 Update goals and strategies | X | X | | | | | | | | | | | | 4 | \$300 | \$0 | \$300 | |
| 10 Review strategies w/Planning Commission | X | X | X | | | | | | | | | | | 2 | \$150 | \$25 | \$175 | |
| Create alternative plans | | | | | | | | | | | | | | | | | | |
| 11 Conduct planning/design charrette | X | X | X | | | | | | | | | | | 8 | \$600 | \$0 | \$600 | |
| 12 Update development plan elements | X | X | X | | | | | | | | | | | 40 | \$3,000 | \$0 | \$3,000 | |
| 13 Conduct public forum on plan options | X | X | X | | | | | | | | | | | 8 | \$600 | \$150 | \$750 | |
| 14 Select development plan w/Planning Commission | X | X | | | | | | | | | | | | 2 | \$150 | \$25 | \$175 | |
| Develop implementation program | | | | | | | | | | | | | | | | | | |
| 15 Update implementation program/CFP | X | X | X | | | | | | | | | | | 12 | \$900 | \$0 | \$900 | |
| 16 Design/conduct telephone survey | X | | X | | | | | | | | | | | 6 | \$450 | \$3,000 | \$3,450 | |
| 17 Select Implementation/CFP w/Planning Commi | X | X | | | | | | | | | | | | 2 | \$150 | \$25 | \$175 | |
| Review/adopt plan | | | | | | | | | | | | | | | | | | |
| 18 Update plan/implementation/CFP documents | X | X | X | | | | | | | | | | | 12 | \$900 | \$0 | \$900 | |
| 19 Present plan update to Council | X | | | | | | | | | | | | | 2 | \$150 | \$25 | \$175 | |
| 20 Publish/distribute plan update w/PC comments | X | | | | | | | | | | | | | 2 | \$150 | \$0 | \$150 | |
| 21 Supplemental services | X | | | | | | | | | | | | | 12 | \$900 | \$100 | \$1,000 | |
| Minority/Woman-Owned Business Enterprise | | | | | | | | | | | | | Project budget | | 168 | \$12,600 | \$3,400 | \$16,000 |

Assumptions by task

- Assumes we will provide camera-ready copy and city will accomplish all reproduction work other than normal review materials for public forums/outreach efforts, charrettes, plan documents, and public hearings.
- 5 Assumes we will design/collate and city will distribute/collect intercept surveys.
- 16 Assumes a telephone survey of 100 households with an accuracy within +/-10 percent.



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: PURCHASE AUTHORIZATION – HARBORVIEW DRIVE WATER MAIN REPLACEMENT
DATE: JUNE 30, 1998

INTRODUCTION/BACKGROUND

Earlier this year, a section of asbestos-cement (A/C) water main failed in Harborview Drive, south of Soundview Drive. The first 250-feet of Harborview Drive south of Soundview Drive has an 8-inch diameter water main that was installed in 1988. The remaining portion of Harborview Drive (south of Soundview Drive) has a mixture of undersized segments of 4-inch and 6-inch diameter asbestos cement, and 2-inch diameter galvanized water main. Replacement of the water main was anticipated with the Harborview Drive improvement project presently scheduled for construction in 2000 subject to supplemental funding.

However, based on the damage done subsequent to this recent water main break, the residents in the area have expressed concern, and requested that the water main replacement schedule be accelerated to this year. Public Works staff and equipment are already committed to budgeted water main replacements on Sellers Street and Hill Street. Replacing the water main at this time will reduce future costs and impacts resulting from water main failure(s). By deferring maintenance activities, this work can be accomplished with Public Works Department staff and equipment. The work is expected to last approximately seven days.

Price quotations for the water main materials (delivered) were obtained from three vendors in accordance with the City's Small Works Roster process for the purchase of materials (Resolution 411). The price quotations are summarized below:

| <u>Respondent</u> | <u>Base Amt.</u> | <u>Sales Tax</u> | <u>Total</u> |
|--------------------------------|------------------|------------------|--------------|
| H. D. Fowler Company | \$ 13,759.74 | \$ 1,155.81 | \$ 14,915.55 |
| Western Utilities Supply Co. | \$ 14,124.39 | \$ 1,186.44 | \$ 15,310.83 |
| U.S. Filter/Pacific Waterworks | \$ 14,359.90 | \$ 1,206.23 | \$ 15,566.13 |

The lowest price quotation received was from H. D. Fowler Company, of Bremerton, in the amount of \$14,915.55, including state sales tax.

Work is expected to begin following delivery of the material in late July or early August.

ISSUES/FISCAL IMPACT

Budgeted funds are available for purchase of the materials, and to complete the work using City forces.

MAYOR WILBERT AND CITY COUNCIL

June 30, 1998

Page 2

RECOMMENDATION

Staff recommends that Council authorize purchase of the water main materials for the Harborview Drive. water main replacement project from H. D. Fowler Company, as the lowest responsible respondent, for their price quotation proposal amount of fourteen-thousand nine hundred fifteen dollars and fifty-five cents (\$14,915.55), including state sales tax.



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR *Wes Hill*
SUBJECT: PURCHASE AUTHORIZATION – HILL STREET WATER MAIN
REPLACEMENT
DATE: JUNE 30, 1998

INTRODUCTION/BACKGROUND

The 1998 budget provided for replacement of the undersized and aging asbestos-cement (A/C) water main in Hill Street. This work will be performed by Public Works Department staff and equipment.

Price quotations for the water main materials (delivered) were obtained from three vendors in accordance with the City's Small Works Roster process for the purchase of materials (Resolution 411). The price quotations are summarized below:

| <u>Respondent</u> | <u>Base Amt.</u> | <u>Sales Tax</u> | <u>Total</u> |
|--------------------------------|------------------|------------------|--------------|
| H. D. Fowler Company | \$ 13,659.71 | \$ 1,147.41 | \$ 14,807.12 |
| Western Utilities Supply Co. | \$ 14,068.67 | \$ 1,181.76 | \$ 15,250.43 |
| U.S. Filter/Pacific Waterworks | \$ 14,116.22 | \$ 1,185.76 | \$ 15,301.98 |

The lowest price quotation received was from H. D. Fowler Company, of Bremerton, in the amount of \$14,807.12, including state sales tax.

Work is expected to begin following delivery of the material in late July or early August.

ISSUES/FISCAL IMPACT

Budgeted funds are available for purchase of the materials, and to complete the work using City forces.

RECOMMENDATION

Staff recommends that Council authorize purchase of the water main materials for the Hill Street water main replacement project from H. D. Fowler Company, as the lowest responsible respondent, for their price quotation proposal amount of fourteen-thousand eight hundred seven dollars and twelve cents (\$14,807.12), including state sales tax.



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR *Wes Hill*
SUBJECT: PURCHASE AUTHORIZATION - NORTH HARBORVIEW DRIVE STREET LIGHTS
DATE: JUNE 30, 1998

INTRODUCTION/BACKGROUND

The 1998 budget provided for purchase and installation of 7 architectural street lights along North Harborview Drive from Peacock Hill Avenue to northeast of Milton Avenue. Initiation of this work was contingent on confirmation from the residents along this corridor that they wanted new street lights, and were comfortable with lights matching those installed on North Harborview Drive west of Peacock Hill Avenue.

Public works staff hand-delivered a copy of the attached information/response request form, and met with the occupants of each residence along North Harborview Drive from Peacock Hill Avenue to Vernhardson Street. The proposed lighting improvements were acceptable to all of the residents along the corridor.

This work will be performed by Public Works Department staff and equipment.

Price quotations for the architectural street lights were obtained from three vendors in accordance with the City's Small Works Roster process for the purchase of materials (Resolution 411). The price quotations are summarized below:

| <u>Respondent</u> | <u>Base Amt.</u> | <u>Sales Tax</u> | <u>Total</u> |
|--|------------------|------------------|--------------|
| Consolidated Electrical Distributors, Inc. | \$ 10,227.00 | \$ 859.06 | \$ 11,086.06 |
| TriArc Electric Supply Co. | \$ 10,255.00 | \$ 861.42 | \$ 11,116.42 |
| Graybar Electric Company Inc. | \$ 11,242.00 | \$ 944.32 | \$ 12,186.32 |

The lowest price quotation received was from Consolidated Electrical Distributors, Inc., of Tacoma, in the amount of \$11,086.06, including state sales tax.

Work is expected to begin following delivery of the material in late August or early September

ISSUES/FISCAL IMPACT

Budgeted funds are available for purchase of the materials, and to complete the work using City forces.

MAYOR WILBERT AND CITY COUNCIL

June 30, 1998

Page 2

RECOMMENDATION

Staff recommends that Council authorize purchase of the architectural street lights for North Harborview Drive from Consolidated Electrical Distributors, Inc., as the lowest responsible respondent, for their price quotation proposal amount of eleven-thousand eighty-six dollars and six cents (\$11,086.06), including state sales tax.



City of Gig Harbor. The "Maritime City."

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

January 16, 1998

Dear North Harborview Drive Resident:

The City has budgeted funds for new architectural street lights on North Harborview Drive, east of Peacock Hill Avenue and Vernhardson Street. We are presuming that most residents in this area would like to have lights matching those that were installed on North Harborview Drive between Harborview Drive and Peacock Hill Avenue. However, before proceeding, we would like your opinions.

Please take a few minutes to answer the following questions.

1. Would you like to see new street lights installed? Yes No

Comments: _____

2. Would street lights like those located along North Harborview Drive (in the business district) be acceptable in your neighborhood? Yes No

Comments: _____

3. Is there a different street light style you would like the City to consider? Yes No

Comments: _____

4. Other comments: _____

Owner of Residence: _____
Address: _____
Telephone No.: _____

Thank you for taking part in this survey. Your comments are appreciated. Please return in the attached envelope.

Please call the Public Works Department at 851-8145 if there are any questions.



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MOLLY TOWSLEE, CITY CLERK *MT*
SUBJECT: COPIER MAINTENANCE CONTRACTS
DATE: JULY 8, 1997

INFORMATION/BACKGROUND

Attached is the latest annual maintenance contract for the city's four Minolta copiers. This contract includes all labor and supplies (except paper and staples). We remain satisfied with the service we are receiving from Minolta.

FISCAL IMPACTS

The city is currently billed at .0115 per copy. This equates to a monthly invoice of \$230.00 for the four machines. This new contract does not represent an increase in that amount.

RECOMMENDATION

Move to authorize the Mayor to sign the attached maintenance contract.



SUPPLY/SERVICE CONTRACT

RETURN THIS ENTIRE CONTRACT AND PAYMENT TO:
MINOLTA BUSINESS SYSTEMS, INC.

Attention Tara Dahl
Address 1300 Southcenter Blvd #110
City/State/Zip Tukwila, WA 98188

Account Number 7201421

BILL TO:
Company City of Gig Harbor

SHIP TO:
Company _____

Attention _____

Attention _____

Address 3105 Judson St

Address Janel

City/State/Zip Gig Harbor, WA 98335

City/State/Zip _____

Phone (253) 851-8134

Phone _____

Commencement Meter
Model EP1000 4233 Serial # 3112948 312885
EP1000 3050 Serial # 3113093 3130719

Commencement Date 9/5/98

M/A Meter Expiration _____

Comments _____

TERMS AND CONDITIONS

AMOUNT DUE

CHECK ONE:

ANNUAL CONTRACT for a period of one year or _____ copies, whichever comes first.

ANNUAL CONTRACT billed monthly, for a period of one year, based upon minimum monthly volume of 20,000 copies (not less than 10,000) at a charge of .0115 per copy.

SUBTOTAL \$230.00

SALES TAX Billed Monthly

TOTAL DUE _____

This contract includes all labor, supplies (based upon published yields) as specified below, parts, and photoconductor (drum); excludes paper and staples.

INC bottles/cartridges of black toner INC bottles of starter.

Comments: Full service and supply renewal - Billed Monthly

S/R _____
S.O. # _____

by _____
CUSTOMER SIGNATURE DATE

by _____
MBS CREDIT MANAGER DATE

Title _____

by _____
MBS SERVICE MANAGER DATE

When this Agreement is signed by the Customer and the Branch Service Manager, it shall constitute a binding Agreement.

See Reverse Side for Additional Terms and Conditions.



RECEIVED

RETURN TO:

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

JUN 26 1998

CITY OF GIG HARBOR

TO: CITY OF GIG HARBOR

DATE: 6/23/98

AMENDED

RE: NEW APPLICATION

License: 081196 - 2E County: 27
Tradename: FLOWERS ON THE BAY
Loc Addr: 8815 N HARBORVIEW DR
GIG HARBOR WA 98332

Mail Addr: 8815 N HARBORVIEW DR
GIG HARBOR WA 98332-2168

Phone No.: 253-851-5054

APPLICANTS:

FLOWERS ON THE BAY INC.

CHALLSTROM, WENDY DIANA
06-30-53 536-62-5004
KNOX, MARY ANN
03-10-48 560-74-5684

Privileges Applied For:
BEER/WINE SPECIALTY SHOP

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?
2. Do you approve of location?
3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken?

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



RECEIVED
APR 08 1996
PIERCE COUNTY
PREVENTION BUREAU

WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 1025 E. Union, P.O. Box 43075
Olympia, WA 98504-3075
(360) 654-0012

RECEIVED
APR 04 1996
PIERCE
COUNTY EXECUTIVE

DATE: 4/01/96

CORRECTED LETTER

TO: PIERCE COUNTY EXECUTIVE

RE: NEW APPLICATION

License: 079609 - 2A County: 27
Tradenam: SATISH CHANGELA
Loc Addr: 6405 WOLLOCHET DR NW
GIG HARBOR WA 98335

APPLICANTS:

SATISH CHANGELA, INCORPORATED

Mail Addr: 709 SW 328TH ST
FEDERAL WAY WA 98023-5225

CHANGELA, SATISH AMRITLAL
07-30-81 567-91-8508

Phone No.: 206-946-1694 SATISH CHANGELA

CITY OF
GIG HARBOR

Classes Applied For:

- E Beer by bottle or package - off premises
- F Wine by bottle or package - off premises

RECEIVED
APR 17 1996
LICENSE
DIVISION

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.

- | | YES | NO |
|--|--------------------------|--------------------------|
| 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

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 19980930

| LICENSEE | BUSINESS NAME AND ADDRESS | LICENSE NUMBER | PRIVILEGES |
|------------------------------|---|----------------|--------------------------------|
| 1 GIANG, PHUONG HUE | EMERALD STAR CHINESE RESTAURANT 6687 KIMBALL DR UNIT B GIG HARBOR WA 98335 0000 | 070891 | SPIRITS/BR/WN REST SERVICE BAR |
| 2 PANDA INC. | HUMAN GARDEN RESTAURANT 5500 OLYMPIC DR GIG HARBOR WA 98335 0000 | 076567 | SPIRITS/BR/WN REST LOUNGE - |
| 3 JU, SUN WOO | KINZA TERIYAKI 6820 KIMBALL DR A-1 GIG HARBOR WA 98335 0000 | 077031 | BEER/WINE REST - BEER/WINE |
| 4 SHORELINE, INC. | SHORELINE STEAK & SEAFOOD GRILL 8827 N HARBORVIEW DR GIG HARBOR WA 98335 0000 | 351502 | SPIRITS/BR/WN REST LOUNGE + |
| 5 SPIRO'S BELLA NOTTE', INC. | SPIRO'S BELLA NOTTE' PIZZA & PASTA 3108 HARBORVIEW DR GIG HARBOR WA 98335 0000 | 363055 | SPIRITS/BR/WN REST LOUNGE + |
| 6 THE CAPTAIN'S MATE, INC. | THE KEEPING ROOM, CANDLES & WINE ETC. 3106 HARBORVIEW GIG HARBOR WA 98335 0000 | 357737 | GROCERY STORE |

RECEIVED

JUL 6 - 1998

CITY OF GIG HARBOR



STATE OF WASHINGTON
WASHINGTON STATE LIQUOR CONTROL BOARD
1025 E Union • PO Box 43098 • Olympia WA 98504-3098 • (360) 654-0012

Notice to Local Authorities Regarding Procedure for Objecting to Liquor License Renewal

The attached list of liquor licensed premises in your jurisdiction will expire in approximately 60 days. The procedure for objecting to a license renewal is as follows:

- Fax or mail a letter detailing the reason(s) for your objection. **This letter must be received at least 15 days before the liquor license expires.**
- When your objection is received, our licensing staff will prepare a report for review by the Board. This report will include your letter of objection, a report from the Liquor Control Agent who covers the licensed premises, and a record of any past liquor violations. The Board will then decide to either renew the liquor license, or to proceed with non-renewal.
- If the Board decides not to renew a license, we will notify the licensee in writing, stating the reason for this decision. The non-renewal of a liquor license may be contested under the provisions of the Administrative Procedure Act (as provided by RCW 66.08.150 and Chapter 35.05 RCW). Accordingly, the licensee may request a hearing before an administrative law judge. If a hearing is requested, you will be notified and required to present evidence at the hearing to support your recommendation. The Administrative Law Judge will consider the evidence, and issue an Initial Order for the Board's review. The Board has final authority to renew the liquor license, and will subsequently enter a Final Order announcing its decision.
- If the Board decides to renew the license over your objection, you may also request a hearing, following the aforementioned procedure.
- You or the licensee may appeal the Final Order of the Board to the superior court for judicial review (under Chapter 34.05 RCW).
- During the hearing and any subsequent appeal process, the licensee is issued a temporary operating permit for the liquor license until a final decision is made.

Please call me if you have any questions on this process. Thank you.

Sincerely,

Chuck Dalrymple
Chuck Dalrymple
Manager, Licenses and Permits
Licensing and Regulation
(360) 753-6259
Fax (360) 753-2710

Attachment

RECEIVED

WASHINGTON STATE LIQUOR CONTROL BOARD-License Services
1025 E Union - P O Box 43075
Olympia WA 98504-3075

JUL 9 - 1998

CITY OF GIG HARBOR

TO: MAYOR OF GIG HARBOR

July 7, 1998

SPECIAL OCCASION # 072828

PENISULA HIGH SCHOOL BOOSTER CLUB
7806 135TH ST CT NW
GIG HARBOR, WA 98329

DATE: SEPTEMBER 26, 1998

TIME: 5PM TO 11PM

PLACE: GIG HARBOR YACHT CLUB - 8209 STINSON AVE, GIG HARBOR

CONTACT: EDWARD EVE - 253-857-8070

SPECIAL OCCASION LICENSES

- * License to sell beer on a specified date for consumption at specific place.
- * License to sell wine on a specific date for consumption at a specific place.
- * Beer/Wine in unopened bottle or package in limited quantity for off premises consumption.
- * Spirituous liquor by the individual glass for consumption at a specific place.

If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objection to the issuance of the license. If additional time is required please advise.

1. Do you approve of applicant? YES___ NO___
2. Do you approve of location? YES___ NO___
3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? YES___ NO___

| <u>OPTIONAL CHECK LIST</u> | <u>EXPLANATION</u> | YES___ | NO___ |
|----------------------------|--------------------|--------|-------|
| LAW ENFORCEMENT | _____ | YES___ | NO___ |
| HEALTH & SANITATION | _____ | YES___ | NO___ |
| FIRE, BUILDING, ZONING | _____ | YES___ | NO___ |
| OTHER: | _____ | YES___ | NO___ |

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MITCH BARKER, CHIEF OF POLICE
SUBJECT: JUNE INFORMATION FROM PD
DATE: JULY 10, 1998

The June 1998 activity statistics are attached for your review.

The Reserves provided 235 hours of service in June. This included 170.5 hours of patrol time, 2.5 hours administrative duties, 24 hours of training and 38 hours assigned to Marine Services. The Reserves were very active in Maritime Gig related activities.

The Marine Services Unit worked 61 hours in June. This was divided between patrol time, training courses, maintenance, and administrative duties. The officers took 10 dispatched calls, performed 13 inspections, issued one notice of infraction, and responded to two search and rescue calls. We conducted boating safety presentations at Harbor Ridge Middle School and at one area pre-school. MSU was active during the Maritime Gig event for both the Regatta and the Blessing of the Fleet. We are getting very positive responses to our program of awarding Dairy Queen gift certificates to children observed wearing life jackets.

The bike officers worked 17 hours in June. Twelve of these were at the Maritime Gig event. The bikes proved to be very useful when the street closures were in effect.



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

GIG HARBOR POLICE DEPARTMENT

MONTHLY ACTIVITY REPORT

June 1998

| | <u>JUNE</u> <u>1998</u> | <u>YTD</u> <u>1998</u> | <u>YTD</u> <u>1997</u> | <u>%chg to</u> <u>1997</u> |
|---------------------------------|----------------------------|---------------------------|---------------------------|-------------------------------|
| CALLS FOR SERVICE | <u>433</u> | <u>2392</u> | <u>1954</u> | <u>+ 22</u> |
| CRIMINAL TRAFFIC | <u>17</u> | <u>131</u> | <u>76</u> | <u>+ 72</u> |
| TRAFFIC INFRACTIONS | <u>96</u> | <u>521</u> | <u>274</u> | <u>+ 90</u> |
| DUI ARRESTS | <u>6</u> | <u>60</u> | <u>22</u> | <u>+ 172</u> |
| FELONY ARRESTS | <u>10</u> | <u>29</u> | <u>36</u> | <u>- 19</u> |
| MISDEMEANOR ARRESTS | <u>13</u> | <u>80</u> | <u>72</u> | <u>+ 11</u> |
| WARRANT ARRESTS | <u>8</u> | <u>58</u> | <u>28</u> | <u>+ 107</u> |
| CASE REPORTS | <u>130</u> | <u>677</u> | <u>529</u> | <u>+ 30</u> |
| REPORTABLE VEHICLE ACCIDENTS | <u>19</u> | <u>77</u> | <u>74</u> | <u>+ 4</u> |