

GIG HARBOR CITY COUNCIL MEETING



May 27, 1997

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

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
May 27, 1997 - 7:00 p.m.

PUBLIC COMMENT/DISCUSSION:

CALL TO ORDER:

APPROVAL OF MINUTES:

CORRESPONDENCE / PROCLAMATIONS:

Letter from Governor Gary Locke.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Re-appointment to the Planning Commission - Kae Paterson.
2. Resolution - Authorizing Continuation of Moratorium on the Imposition of Civil Penalties for Sign Code Violations.
3. Ordinance Adopting an Immediate Moratorium on Acceptance of Applications for Sewer.
4. First Reading - Ordinance Allowing for Temporary Installation of Approved Septic Systems.
5. Historical Society - Lease Agreement.
6. Legal Services Agreement.
7. Water Quality Study - Consulting Services Agreement.
8. Vacuum/Jetter Truck - State Purchase.
9. Liquor License Renewal - Stockmarket Foods #332.

MAYOR'S REPORT: Westside Sub-Area Planning Committee Report.

COUNCIL COMMENTS:

STAFF REPORTS:

ANNOUNCEMENTS OF OTHER MEETINGS:

Public Forum - Jerisich Dock Extension Project. Wednesday, May 28th, 6:00 - 8:00 p.m. at City Hall.

APPROVAL OF BILLS:

EXECUTIVE SESSION: For the purpose of discussing litigation, potential litigation, and property acquisition.

ADJOURN:

DRAFT

REGULAR GIG HARBOR CITY COUNCIL MEETING OF MAY 12, 1997

PRESENT: Councilmembers Platt, Picinich, Owel, Ekberg, Markovich and Mayor Wilbert.

PUBLIC COMMENT:

Fred Owens - 2406 50th St. Ct., LongAcres Subdivision. Mr. Owens said that there had been a great deal of discussion on the 24th Street extension. He said a suggestion had been made that the proposed subdivision called Newport Terrace, located next to LongAcres, could be made into a park. He added that a petition had been given to Mark Hoppen from a number of residents stating that they are in favor of this. He mentioned that Long Acres is in the county, but abuts the city's newly annexed Westside area.

Reta Bugay - 1509 56th Ave. Ct. NW. Ms. Bugay said she was present to support Mark Hoppen's idea to form a park of the Newport Terrace property. She said that as the owner of the property, she thought it was the best solution and gave a brief history leading up to their decision to either sell the property to the city for a park, or to another developer.

Lois Eyrse - representing the Gig Harbor/Peninsula Chamber of Commerce. Ms. Eyrse said she would like to alert the Council that the 90 day moratorium on the sign code fines had expired last Friday. She asked Council to consider an extension to the moratorium until the sign code revisions had been completed.

Mark Hoppen, City Administrator, said that there seemed to be quite a bit of confusion on the intent of the moratorium. He clarified that the moratorium was on further accrual of existing fines, not enforcement of the sign code itself. Councilmember Ekberg said he would like to direct Legal Counsel to draft an ordinance for continuance of the moratorium.

CALL TO ORDER: 7:15 p.m.

MOTION: Move we direct Carol Morris, Legal Counsel, to review the previous motion establishing the moratorium, and then to draft an ordinance for an extension of such until the sign code revisions have been completed.
Ekberg/Platt - unanimously approved.

APPROVAL OF MINUTES:

MOTION: Move approval of the minutes of the April 28, 1997 as presented.
Picinich/Platt - unanimously approved.

CORRESPONDENCE/PROCLAMATIONS:

1. The Spirit of '2000'. Mayor Wilbert spoke briefly on this request from Governors John Spellman and Albert Rosellini to form a local committee to plan activities for the year 2000.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Jerisich Dock Improvement Project - Update. Wes Hill, Public Works Director, introduced this proposal to reduce the scope of the dock improvement project. He explained that an updated preliminary cost estimate based on current information was approximately \$80,000 over budget. He gave an overview of the proposed reduction, and assured Council that after IAC reviewed the reduction in the scope of the project, that they would still commit to funding. He added that a public forum was scheduled for May 28th to review the reduction in the scope of the project.

MOTION: Move we go ahead with the reduced project scope for the Jerisich Dock Improvement Project as recommended by the Public Works Director, and that we move quickly toward completion of the project.
Markovich/Picinich - unanimously approved.

2. Jerisich Dock Improvement Project - Grant Agreements. Wes Hill explained that the Interagency Committee for Outdoor Recreation and the Washington State Parks and Recreation Commission grant applications have been approved by these funding agencies subject to approval by the City. He gave an overview of some of the stipulations of the grants and recommended approval.

MOTION: Move that we direct the Mayor to execute the "Boating Facilities Program Project Agreement", and the "Washington State Parks and Recreation Commission Clean Vessel Funding Program Boat Sewage Pumpout and/or Dump Station Contract."
Markovich/Picinich - unanimously approved.

3. Jerisich Dock Improvement Project - Consultant Services Agreement. Wes Hill introduced this agreement with Thornton Land Surveying, Inc. to perform a survey to verify the location of the upland improvements, property line, and harbor bottom elevations. He explained that the Department of Natural Resources requires this survey before issuance of a new long-term lease agreement mandated by the IAC as a prerequisite to their participation in the dock improvements. He added that the contract, as does the previous contract with Thornton Land Surveying, excludes the \$1,000,000 Errors and Omissions coverage because the risk is perceived as minimal considering the professional licensing requirements for performance of the work.

MOTION: Move approval of the Consultant Services Contract with Thornton Land Surveying, Inc. in an amount not to exceed two-thousand seven-hundred fifty dollars and no cents (\$2,750.00).
Markovich/Picinich - unanimously approved.

4. Coultercrest Condominiums - Sidewalk Easement. Wes Hill presented this easement for the sidewalk, curb, gutter and street improvements along North Harborview Drive and Peacock Hill constructed by the City during the North Harborview Drive Project. He explained that the easement was a requirement for final plat approval for the owners' development plans.

MOTION: Move we accept the attached Easement Agreement.
Picinich/Markovich - unanimously approved.

5. East/West Roadway - Contract Revisions. Wes Hill explained that the city's standard indemnification language in the contract approved with Parametrix was unacceptable to their insurer. He added that the section had been revised and reviewed by the city's insurance carrier, AWC, and Parametrix for acceptance. Carol Morris, Legal Counsel, gave a brief explanation of the revisions.

MOTION: Move execution of the Consultant Services Contract, as revised, with Parametrix, Inc., in the not-to-exceed amount of two-hundred twenty-four thousand thirty-six and no cents (\$224,306.).
Picinich/Ekberg - unanimously approved.

6. Ordinance Establishing an Auditing Officer. Tom Enlow, Finance Director, explained that this ordinance was to correct an oversight in Ordinance No. 757, separating the Clerk and Treasurer function, which also repealed the Clerk-Treasurer as auditing officer without designating the Finance Director as the new auditing officer. Carol Morris explained the emergency procedure for passing an ordinance, and the need to utilize this procedure so the ordinance would be made effective immediately. She added that this was necessary so that the city could pay its obligations immediately, rather than waiting for five days after publication of the ordinance to become effective.

MOTION: Move to adopt Ordinance No. 758, utilizing the emergency procedure and establishing an immediate effective date.
Markovich/Ekberg - unanimously approved.

7. 1997 Job Description Update. Mark Hoppen presented the updated 1997 Job Descriptions handbook. He explained the additions and modifications to the job descriptions and recommended approval.

MOTION: Move to approved the 1997 City of Gig Harbor Job Descriptions as presented.
Picinich/Owel - unanimously approved.

8. Resolution Adopting Personnel Policies. Mark Hoppen explained that the last time the personnel policies had been adopted in entirety was March of 1995. He gave an overview of the recent amendments to the policies, the addition of a section to address the internet use, and a recommended change to alter the business mileage reimbursement to reflect the 'current' IRS reimbursement rate.

MOTION: Move to approve Resolution No. 495 adopting the amended Personnel Policy handbook.
Markovich/Picirfich - unanimously approved.

MAYOR'S REPORT:

Pride in Personnel. Mayor Wilbert reported that Chief Mitch Barker had been asked to be guest speaker at the Women's Correction Center to honor the Correction Officer of the Year. She praised Chief Barker's presentation and his work in the Department.

COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

Second Council Meeting in May - Tuesday, May 27 (due to Memorial Day Holiday on the 26th).

STAFF REPORT:

1. Chief Mitch Barker gave a update on a shooting incident that occurred the previous Saturday evening. He explained that two local men had been arrested in the shooting and that the Explorer Scouts were going to be involved in an area search for the weapon used in the shooting. He added that the shooting incident appeared to be random, and involved drugs and alcohol.
2. Mark Hoppen reported that the draft lease for the McKenzie building was currently being reviewed by the Historical Society for review, and would return on the next Council agenda.
3. Wes Hill passed out copies of photographs taken during an inspection of the outfall located in the harbor. He said that Mr. Taggart, who performed the annual dive inspection, reported the presence of crab, anenome, and other sea life surrounding the outfall, indicating a healthy marine environment. Mr. Hill answered Council's questions regarding the time frame for extending the outfall outside the harbor. He explained that it was estimated that the extension would be necessary some time during the years between 2002 to 2006.

APPROVAL OF BILLS:

MOTION: Move approval of checks #17788 through #17913 in the amount of \$114,341.85.
Owel/Platt - unanimously approved.

APPROVAL OF PAYROLL:

MOTION: Move approval of April Payroll checks #14010 through #14133 in the amount of \$206,475.45.
Owel/Ekberg - unanimously approved.

EXECUTIVE SESSION:

MOTION: Move to adjourn to Executive Session at 7:50 p.m. for approximately thirty minutes for the purpose of discussing litigation, potential litigation, and property acquisition.
Picinich/Markovich - unanimously approved.

MOTION: Move to extend the time for Executive Session another fifteen minutes carrying it to 8:35.
Owel/Platt - unanimously approved.

MOTION: Move to extend the Executive Session for another thirty minutes to 9:15 p.m.
Owel/Platt - unanimously approved.

MOTION: Move to return to regular session at 9:03 p.m.
Picinich/Platt - unanimously approved.

Councilmember Markovich asked what the process of election will be for the additional Councilmembers. Mark Hoppen explained that a consultant would need to be hired to perform the census before the end of the summer or shortly thereafter. The results would be submitted to the Office of Financial Management to be certified in either the winter or spring quarter of next year. At that time two Councilmembers would be appointed until the next general election; one a two-year term, one for a four-year term. Mark added that there was a 90 day time limit to appoint the new members after certification. Carol Morris explained that if two members are not appointed within that 90 day period, it would default to the County Council, then the Governor. She offered to give Councilmembers a copy of the memo she had written to the Mayor referencing these dates.

ADJOURN:

MOTION: Move to adjourn at 9:05 p.m.
Markovich/Picinich - unanimously approved.

Cassette recorder utilized.
Tape 458 Side A 000 - end.

Mayor

City Clerk

GARY LOCKE
Governor



RECEIVED

MAY 16 1997

CITY OF GIG HARBOR

STATE OF WASHINGTON
OFFICE OF THE GOVERNOR

P.O. Box 40002 • Olympia, Washington 98504-0002 • (360) 753-6780 • TTY/TDD (360) 753-6466

May 13, 1997

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

Dear Gretchen:

Thank you for your kind letter about ending violence in America. I was heartened to see so many signatures from children willing to stand up for their future by becoming involved in their communities. General Powell's letter to you on this subject added even more credence to this important issue.

I want you to know that I enjoyed your thoughts regarding boot camps for offenders. Along with a work ethic camp for adult offenders located on McNeil Island, a boot camp for juvenile offenders was opened in April in the city of Connell, in Franklin County. The state Department of Corrections has made significant progress in implementing this innovative approach to reducing the rate of recidivism, and your support is greatly appreciated.

Thank you, again, for your interest in reducing violence and crime in our state.

Sincerely,

A handwritten signature in cursive script that reads "Gary Locke".

Gary Locke
Governor





City of Gig Harbor. The "Maritime City."
3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: CITY COUNCILMEMBERS
FROM: MAYOR GRETCHEN WILBERT *gw*
SUBJECT: RE-APPOINTMENT TO THE PLANNING COMMISSION
DATE: MAY 15, 1997

BACKGROUND

Kae Paterson's term on the Planning Commission expires June, 1997. Kae serves with distinction as a member of the commission. Her historical perspective is an invaluable asset to the commission, as is her time-tested judgement.

RECOMMENDATION

Approve the re-appointment of Kae Paterson to the Planning Commission.



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
SUBJ.: MORATORIUM - RESOLUTION AUTHORIZING CONTINUATION OF
MORATORIUM ON THE IMPOSITION OF CIVIL PENALTIES FOR SIGN
CODE VIOLATIONS
DATE: MAY 21, 1997

INTRODUCTION/BACKGROUND

At the request of Council at the last regular meeting, legal staff has prepared a resolution which effectively continues the moratorium on the assessment of civil penalties for sign code violations. This moratorium was originally adopted at the February 10 council meeting. The term of the moratorium is for a maximum of 6 months.

RECOMMENDATION

Council adopt the proposed resolution, should it desire to continue the moratorium on the assessment of civil penalties for sign code violations.

DRAFT

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, IMPOSING A MORATORIUM ON FURTHER ACCRUAL OF CIVIL PENALTIES FOR SIGN CODE VIOLATIONS, TO BE EFFECTIVE FOR A PERIOD OF SIX MONTHS, OR UNTIL NOVEMBER 11, 1997.

WHEREAS, the City Planning and Building Department has issued a number of Notices of Violation for Sign Code violations, and the City Hearing Examiner has rendered at least one final decision on a sign code violation; and

WHEREAS, violations of the Sign Code are subject to a civil penalty which accrues daily; and

WHEREAS, the City of Gig Harbor is currently engaged in the process of revising its Sign Code (chapter 17.80 GHMC); and

WHEREAS, the City Council desired to impose a moratorium with the effect of tolling the accrual of any further civil penalties for Sign Code violations, as documented in any Notice of Violation issued by the City Planning and Building Department or final decision of the Hearing Examiner; and

WHEREAS, the City Council initially imposed this moratorium at its regular meeting of February 10, 1997, for a period of ninety (90) days; and

WHEREAS, the City Council now wishes to extend the moratorium for six months, or until a new ordinance revising the Sign Code is adopted and effective; now, therefore,

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

Section 1. Ratification of Previous Moratorium. The sign code civil penalties imposed under any Notice of Violation issued by the City Planning and Building Department, or in any final decision of the Hearing Examiner, were tolled between the following dates: February 10, 1997 until May 10, 1997. During this period of time, no additional civil penalties accrued on any outstanding Notice of Violation or final decision of the Hearing Examiner for sign code violations.

Section 2. Continuation of Moratorium. The City Council hereby continues the moratorium such that no sign code civil penalties shall accrue under any Notice of Violation issued by the City Planning-Building Department, or in any final decision of the Hearing Examiner, between the following dates: May 11, 1997 until November 11, 1997. During this period of time, no additional civil penalties shall accrue on any outstanding Notice of Violation or final decision of the Hearing Examiner for sign code violations.

Section 3. Moratorium Does Not Affect Enforcement of Sign Code. This moratorium does not restrict nor limit the City's ability to enforce the existing Sign Code, including but not limited to, the City's issuance of new Notices of Violation, scheduling of appeals of Notices of Violation, the hearing examiner's hearing and issuance of decisions on appeals of Notices of Violation and the removal of any unauthorized signs from the City right-of-way.

Section 4. Earlier Termination of Moratorium. The City Council may terminate this moratorium at any time prior to November 11, 1997, or by adopting an ordinance revising the Sign Code (chapter 17.80 RCW).

RESOLVED by the City Council this ____ day of _____, 199_.

APPROVED:

MAYOR, GRETCHEN WILBERT

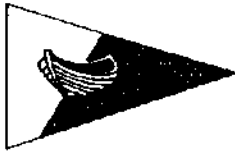
ATTEST/AUTHENTICATED:

CITY ADMINISTRATOR, MARK HOPPEN

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____

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
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: SANITARY SEWER MORATORIUM
DATE: MAY 21, 1997

INTRODUCTION/BACKGROUND

In 1991 the City initiated development of an update to the 1985 Engineering Report which had recommended a three-phase expansion of the wastewater treatment plant (WWTP) capacity from 0.56-million gallons per day (MGD) to 1.6-MGD. The first phase of the proposed expansion was completed in 1987 and provided for the current rated and permitted treatment capacity of 0.7 MGD.

Following additional outfall and water quality evaluations, the updated plan was completed in 1993 (ref., "Wastewater Treatment Plant Facility Plan, February 1993"). The updated plan, as subsequently amended (September 1993), and approved through the Department of Ecology, provided for a single expansion from the existing 0.7 MGD capacity to 1.6 MGD, followed by a second expansion to an ultimate capacity of 3.5 MGD. The proposed interim and ultimate WWTP capacity improvements considered site limitations, water quality, a then-proposed annexation and service area boundary encompassing approximately 8,000-acres, and a year 2025 service area population in excess of 20,000 (the year 2020 forecasted population).

In 1994, the City began construction of the Phase 1 improvements to the WWTP. The capacity-related improvements were essentially completed prior to December 1995. Items which either remain incomplete or have not been accepted have been related to grit removal at the headworks to the WWTP, biosolids processing, and the control system. None of these items have impaired the effluent treatment capacity.

A National Pollutant Discharge Elimination System (NPDES) permit is required for wastewater treatment plant (WWTP) discharges under the provisions of the 1972 Federal Clean Water Act as amended. The Washington State Department of Ecology (DOE) has been delegated the responsibility for administering the NPDES program in Washington State. The City's current permit (WA-002395-7) was issued on June 27, 1988 with a stated expiration date of June 27, 1993. Among other provisions, the permit limits the monthly average effluent discharge to 0.70 MGD, suspended solids to 30 mg/L and 175 lbs/day, and CBOD to 25 mg/L and 146 lbs/day. The latter two discharge parameters are further limited by a requirement for 85-percent removal.

An application for renewing the NPDES permit was first submitted on April 16, 1993. On July 19, 1993 DOE administratively extended the existing NPDES permit until such time as the application was denied or a new permit was issued. A new permit application was submitted on October 25, 1996 (following a preliminary submittal on September 19, 1996), and DOE returned a preliminary draft permit on January 13, 1997. City review comments were submitted on February 14, 1997, and DOE subsequently published public notice on March 21, 1997 of a 30-

MAYOR WILBERT AND CITY COUNCIL

May 21, 1997

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day review and comment period for the draft NPDES permit. In addition to the City's comments, four comment letters were received by DOE. One letter was from attorney Richard Smith representing the Waste Action Project, and another letter had fourteen.

DOE has advised the City that due to the substantive number of public comments they will be conducting a public hearing prior to issuance of the permit. A specific date has not been determined. Based on this situation, it is apparent that issuance of an NPDES permit recognizing our expanded treatment capabilities is not imminent.

Since 1992, the City's yearly average daily flow has steadily increased as new development has connected to the City's sanitary sewer system. During the past two years the average monthly flows have hovered close to and on occasion have exceeded the 0.7 MGD limit of our current permit. While treatment levels have not been compromised, and the increased flow can be readily attributed to exceptional rainfall events, and associated infiltration and inflow (I/I); flows in excess of 0.7 MGD represent potential technical violations of our permit. In addition, while our pollutant removal efficiencies are high; flows above 0.7 MGD also present the risk for exceeding the suspended solids and other permit limits. As noted under "Policy Considerations" below, violations of our NPDES permit presents potential liabilities.

Staff recommends consideration of an interim sanitary sewer moratorium which would preclude further connections (new permits) pending issuance of an NPDES permit in accordance with our application. In consideration of the impact to planned development, staff also recommends consideration of an ordinance allowing temporary septic system installations during the moratorium.

POLICY CONSIDERATIONS

Obviously, even an interim moratorium will have a serious impact on development within our sanitary sewer service area. The City has been advised that the Clean Water Act provides for penalties of up to \$25,000/day for each violation. The interim moratorium provides for relief following issuance of the NPDES permit. Further relief is available through passage of the ordinance allowing temporary connections to a septic system as approved through the Pierce County Health Department.

RECOMMENDATION

Staff recommends that the Council move and approve the ordinance declaring an emergency and imposing an immediate Sanitary Sewer Moratorium, and the ordinance allowing Temporary Septic System Installations for the term of the Sanitary Sewer Moratorium.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING AN IMMEDIATE MORATORIUM ON BOTH THE ACCEPTANCE OF APPLICATIONS FOR SEWER SERVICE CONNECTIONS AND THE ISSUANCE OF SEWER SERVICE PERMITS UNDER THE GIG HARBOR MUNICIPAL CODE, TO BE EFFECTIVE FOR A PERIOD OF SIX MONTHS, SETTING A DATE FOR A PUBLIC HEARING ON THE MORATORIUM, AND DECLARING AN EMERGENCY.

WHEREAS, on June 27, 1988, the City of Gig Harbor ("City") obtained a National Pollution Discharge Elimination System ("NPDES") permit from the Department of Ecology ("Ecology") for operation of the City's wastewater treatment plant; and

WHEREAS, on July 19, 1993, Ecology administratively extended the duration of the 1988 NPDES permit until Ecology issued the City a renewal NPDES permit; and

WHEREAS, at present, nearly four years after the extension of the 1988 permit, Ecology is yet to issue a renewal NPDES permit to the City; and

WHEREAS, at this point in the process, it appears that the issuance of the renewal NPDES permit may be delayed due to Ecology's decision to hold a public hearing on the City's application; and

WHEREAS, under the existing NPDES permit, the City's wastewater treatment plant is approaching, and has occasionally exceeded, its limits for effluent flow; and

WHEREAS, the City wishes to impose a moratorium barring the acceptance of new applications for sewer service connections and suspending the issuance of sewer service permits until the renewal NPDES permit is issued;

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

Section 1. Purpose. The purpose of this moratorium is to temporarily suspend additional demands on the City's wastewater treatment plant until the City obtains a renewal NPDES permit from the Department of Ecology to increase the allowable flow and capacity limitations for the treatment plant. The wastewater treatment plant is approaching, and has occasionally exceeded, its current NPDES permit limits for effluent flow.

Section 2. Moratorium Imposed. The City Council hereby imposes a moratorium on the acceptance of any new applications for sewer service connections and the issuance of any new sewer service permits pursuant to Chapters 13.24 (Building Sewer Specifications), 13.28 (Sewer System Rules and Regulations) and 13.34 (Water and Sewer Service Outside City Limits) of the Gig Harbor Municipal Code ("GHMC"). During the term of this moratorium (unless earlier terminated by the City Council by ordinance), the City will not accept any new applications for sewer service connections and will not issue any new sewer service permits.

Section 3. Vested Sewer Service Connections. This moratorium shall not prohibit any sewer service connection that is approved by the City and that is described in a building permit application that is submitted to the City on or before the effective date of this moratorium, so long as such building permit application is determined by the City to be complete and determined by the City to conform to existing zoning ordinances and building codes. See GHMC 15.06.050.

Section 4. Duration of Moratorium. The moratorium imposed by this ordinance shall be in effect for a period of six (6) months, beginning on the date of the adoption of this ordinance.

During this period, the City will continue to pursue renewal of its NPDES permit from the Department of Ecology.

Section 5. Public Hearing on Moratorium. Pursuant to RCW 36.70A.390, the City Council shall hold a public hearing on this moratorium within sixty (60) days of its adoption. Immediately after the public hearing, the City Council shall adopt findings of fact on the subject of this moratorium, and either justify its continued imposition or cancel the moratorium.

Section 6. 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 unconstitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 7. Declaration of Emergency. The City Council hereby declares that an emergency exists necessitating that this ordinance take effect immediately upon passage by a unanimous vote of the members of the City Council, and that the same not be subject to a referendum. Without an immediate moratorium on the City's acceptance of new sewer service applications and a moratorium on the issuance of new sewer service permits under Chapters 13.24, 13.28 and 13.34 GHMC, the City risks exceeding its current NPDES permit limits for effluent flow.

Section 8. Effective Date. Pursuant to GHMC 1.08.020(B), the City Council may pass an ordinance on the day of its introduction, upon the affirmative vote of a majority plus one of the whole membership of the Council. Because the City Council has declared the existence of an emergency, this ordinance shall become effective upon the unanimous vote of the City Council.

Section 9. Publication. This ordinance shall be published by an approved summary, which shall consist of the title.

APPROVED:

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

CITY ADMINISTRATOR, MARK HOPPEN

APPROVED AS TO FORM:

CITY ATTORNEY, CAROL A. MORRIS

FILED WITH THE CITY CLERK: 5/22/97

PASSED BY THE CITY COUNCIL:

PUBLISHED:

EFFECTIVE DATE:

ORDINANCE NO.

SUMMARY OF ORDINANCE NO. _____

CITY OF GIG HARBOR, WASHINGTON

On the _____ day of _____, 1997, 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, ADOPTING AN IMMEDIATE MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR BOTH SEWER SERVICE CONNECTIONS AND THE ISSUANCE OF SEWER SERVICE PERMITS UNDER THE GIG HARBOR MUNICIPAL CODE, TO BE EFFECTIVE FOR A PERIOD OF SIX MONTHS, SETTING A DATE FOR A PUBLIC HEARING ON THE MORATORIUM, AND DECLARING AN EMERGENCY.

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

DATED this _____ day of _____, 1997.

CITY ADMINISTRATOR, MARK HOPPEN

ORDINANCE NO. __

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ALLOWING FOR TEMPORARY INSTALLATION OF APPROVED SEPTIC SYSTEMS IN LIEU OF THE PUBLIC SEWER CONNECTION REQUIRED BY CHAPTER 13.28 OF THE GIG HARBOR MUNICIPAL CODE, AND AMENDING SECTION 13.28.260 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, Chapter 13.28 of the Gig Harbor Municipal Code ("GHMC") generally prohibits the disposal of sewage within the City of Gig Harbor ("City") except by means of the public sewer system; and

WHEREAS, on _____, 1997, the City Council imposed a moratorium on both the acceptance of new applications for sewer service connections and the issuance of new sewer service permits under the Gig Harbor Municipal Code; and

WHEREAS, the City Council finds it reasonable to allow for the temporary installation of approved septic systems in lieu of the public sewer connection required by Chapter 13.28 GHMC during the term of the moratorium; and

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

Section 1. Section 13.28.260 of the Gig Harbor Municipal Code is hereby amended as follows:

13.28.260 Septic tank systems - When Permitted. It shall be permitted during the term of the ~~Department of Ecology~~ sewer connection moratorium (~~Order DE 84-311, First Amendment, August 22, 1985~~) enacted by the City Council on _____, 1997 (Ordinance No. _____), for an owner of a building/structure intended for occupancy, to ~~construct~~ install a temporary septic tank system which has been approved by the City of Gig Harbor and the Pierce County ~~Environmental~~ Health Department and/or all other

appropriate state and local governmental agencies agency; provided, however, that within ninety (90) one hundred and eighty (180) days of receipt of written notice from the City of Gig Harbor that the City Council has terminated upon lifting of the moratorium or that the moratorium has expired for failure of the City Council to adopt findings of fact to support the moratorium by the Department of Ecology: (a) such approved septic tank system shall be abandoned by the owner, and (b) the owner shall connect such building/structure directly with the City of Gig Harbor sewer system at the owner's expense in accordance with the connection charges set forth under Chapter 13.32, "Sewer Rates and Charges," as amended (Sewer Rates and Charges). Failure or refusal of the owner to connect to the public sewer system within the time specified above will subject the owner to the lien and assessment provisions contained within Section 13.28.130 this chapter. This section does not grant an applicant for a temporary septic system any right to a permanent septic system.

Section 2. Purpose. This ordinance does not grant an applicant for a temporary septic system any right to a permanent septic system. The purpose of this ordinance is to allow buildings and structures intended for occupancy to temporarily install and temporarily use a septic system during the term of the sewer connection moratorium. Upon the termination or expiration of the moratorium, any temporary septic system authorized by this ordinance must be abandoned, and the building or structure serviced by the temporary septic system must be connected to the public sewer system.

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 ADMINISTRATOR, MARK HOPPEN

APPROVED AS TO FORM:

CITY ATTORNEY, CAROL A. MORRIS

FILED WITH THE CITY CLERK: 5/22/96

PASSED BY THE CITY COUNCIL:

PUBLISHED:

EFFECTIVE DATE:

ORDINANCE NO. _____

SUMMARY OF ORDINANCE NO. ____

CITY OF GIG HARBOR, WASHINGTON

On the ____ day of _____, 1997, 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, ALLOWING FOR TEMPORARY INSTALLATION OF APPROVED SEPTIC SYSTEMS IN LIEU OF THE PUBLIC SEWER CONNECTION REQUIRED BY CHAPTER 13.28 OF THE GIG HARBOR MUNICIPAL CODE, AND AMENDING SECTION 13.28.260 OF THE GIG HARBOR MUNICIPAL CODE.

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

DATED this ____ day of _____, 1997.

CITY ADMINISTRATOR, MARK HOPPEN



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: HISTORICAL SOCIETY - LEASE AGREEMENT
DATE: MAY 20, 1997

INFORMATION/BACKGROUND

At the April 14 Council Meeting, former Mayor Don McCarty made a presentation on behalf of the Gig Harbor/Peninsula Historical Society in which he explained that the society would lose its lease at St. Nicholas Church on August 1 and that the society seeks the use of the McKenzie Building at the Wastewater Treatment Plant site. He also introduced new Museum Director Chris Erlich. City staff was directed to review the building request and to present a use alternative for consideration at a subsequent council meeting.

POLICY CONSIDERATIONS

The log home purchased in the property transaction with the Phipps is currently vacant and would benefit from use. The city has budgeted \$10,000 to secure and stabilize the dwelling so that it will be a useful asset in the future, but has no immediate use for the building. Needed repairs include replacing certain flooring, modifying walls, installing a new roof, repairing/replacing sections of the deck and stairs, replacing/upgrading the electrical wiring, and related work.

The proposed lease agreement permits use of the building by the historical society for a three-year period, meets the city's liability considerations (AWC/RMSA), and provides appropriate safeguards, as approved by Legal Counsel, for the proposed use on the property. The city will use the separate garage building for Public Works materials and storage.

FISCAL CONSIDERATIONS

In return for the city's agreement to lease the building, the city will receive the services identified in Exhibit B.

RECOMMENDATION

The Museum Director indicates that the terms of the attached agreement are acceptable to the museum's governing board. Staff recommends approval of the agreement.

LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter referred to as "Lessor or the "City") and The Gig Harbor Peninsula Historical Society, a Washington non-profit organization (hereinafter referred to as "Lessee" or the "Historical Society").

WHEREAS, the City owns the property described below which is currently unoccupied and will not be needed for any City purpose in the near future; and

WHEREAS, the vacant property is a maintenance problem and a source of potential liability for the City; and

WHEREAS, the Historical Society needs space for display of its exhibits and for storage of artifacts, photographs, and other items of historic interest; and

WHEREAS, the City's property is well suited to the Historical Society's needs; and

WHEREAS, the City is willing to lease the property to the Historical Society and accept certain public benefits for all or part of the rent; and

WHEREAS, the Historical Society is willing and able to provide the public benefits sought by the City; NOW, THEREFORE,

For and in consideration of the mutual promises herein, the parties agree as follows:

1. Lease. The City agrees to lease to the Historical Society the structure located on the real property commonly known as the McKenzie Building, Gig Harbor, Washington, (hereinafter the "Premises"), which is legally described in Exhibit A, attached hereto and by this reference incorporated herein.

2. Term. The term of this Lease shall commence on July 1, 1997 and shall end on June 30, 2000, unless terminated sooner pursuant to the terms and conditions of this Lease.

3. Rent. In consideration for this Lease, Lessee shall pay to the City, or provide for the City's benefit, for the use and occupancy of the Premises, the following monthly rent: Seven hundred dollars (\$700.00), of which One dollar (\$1.00) shall be paid monthly in cash or negotiable instruments payable to the City in US dollars. The remaining portion shall be in the form of agreed upon in-kind services as described in Exhibit B attached hereto. Lessor's failure

form of agreed upon in-kind services as described in Exhibit B attached hereto. Lessor's failure to make timely payments or to provide agreed upon services on a timely basis shall constitute a breach of this lease; and

4. Possession. In the event of the City's inability to deliver possession of the Premises, or any portion thereof, at the time of the commencement of the term of this Lease, neither Lessor nor any of its officers, employees or agents shall be liable for any damage caused thereby, nor shall this Lease thereby become void or voidable, nor shall the term herein specified be in any way extended, but in such event, the Lessee shall not be liable for any rent until such time as the City can deliver possession.

5. Use. The Premises are to be used by the Lessee solely for museum, storage of museum artifacts and exhibits, other museum related activities, and its own office use, and not for any other purpose. Lessee shall not sublease the Premises or any portion thereof, or make any assignment of any interest under this Lease, or engage in any activity on the Premises other than that expressly authorized herein, without obtaining the prior written authorization from the City.

6. Assumption of Risk. The placement and storage of personal property on the Premises by Lessee shall be the responsibility, and at the sole risk, of Lessee.

7. Utilities. Lessee hereby covenants and agrees to pay all charges for heat, electricity, water, sewer, phone, cable and all other public utilities which shall be used in or charged against the Premises during the term of this Lease.

8. Leasehold Taxes. Lessee shall pay promptly, and before they become delinquent, all taxes on this Lease, merchandise, personal property or improvements on the Premises, whether existing on the Premises at the time of the execution of this Lease or at any time during the term of this Lease.

9. Liens. Lessee shall keep the Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee.

10. Insurance. Lessee shall secure and maintain during the full term of this Lease Agreement, at no expense to the City, insurance by companies authorized to do business in the State of Washington, as follows:

(1) A policy of fire and extended coverage, vandalism, malicious mischief, and special extended coverage insurance providing coverage of not less than eighty percent of the full replacement value of the Premises, including improvements made thereto, and the contents, with no allowance for depreciation, under which policy the City shall be a named additional insured, as follows:

"The City of Gig Harbor is an additional insured for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy for any claim, suit, damage or loss of any sort sustained by any person, organization, or corporation and arising out of a covered occurrence under this policy. The coverage provided by this policy to the City, or shall or to any named insured, not be terminated, reduced or otherwise changed in any respect without providing written notice thereof to the City of Gig Harbor, City Administrator, 3105 Judson Street, Gig Harbor, Washington 98335, at least thirty days prior the effective date of any change or termination."

All losses under the policy shall be adjusted jointly by the Lessee and the City. Any loss paid under such policy shall be payable to the Lessee and the City and shall be held by the City in trust for application to the cost of rebuilding, repairing, replacing or restoring the Premises.

(2) A primary policy of general comprehensive liability insurance, under which the City shall be named an additional insured, as follows:

"The City of Gig Harbor is an additional insured for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy for any claim, suit, injury, death, damage, or loss of any sort sustained by any person, organization or corporation in connection with any activity upon or use or occupancy of the Premises, as well as any activity performed by the principal insured.

The coverage provided by this policy to the City or to any named insured, shall not be terminated, reduced or otherwise changed in any respect with out providing written notice thereof to the City of Gig Harbor, City Administrator, 3105 Judson Street, Gig Harbor, Washington, 98355, at least thirty days prior to the effective date of the termination or change."

Liability limits shall be at least:

\$ 1,000,000 (one million) Bodily injury, per occurrence
\$ 1,000,000 (one million) Property damage, per occurrence

Provided, that in the event the City Administrator determines such coverage to be inadequate to fully protect the Lessee and the City, the Lessee shall increase said liability limits to such amounts as the City Administrator shall deem reasonable to adequately provide the needed protection,

which increase shall be completed within sixty days of the date that Lessee receives written notice from the City Administrator of the amount of coverage needed.

(3) At the City's option, Lessee shall require each contractor used by Lessee to perform any demolition or construction work in connection with any improvement, alteration, or addition to be made to the Premises, to secure and maintain, at no cost to the City a contract or performance bond, payable to Lessee and the City, in the full amount of the contract, conditioned that all the provisions of the contract shall be faithfully performed by the contractor, or the surety if so required, and indemnifying the Lessee and the City against any direct or indirect damages that shall be suffered or claimed for injuries to persons or property during the carrying out of the work of the contract, and conditioned as required by law for the payment of all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply such person or persons or subcontractors with provisions or supplies for the carrying on of such work.

Notwithstanding any provision herein to the contrary, the failure of the Lessee to comply with the provisions of this section shall subject this Lease to immediate termination without notice and without recourse.

11. Alterations. Lessee shall not make any alterations, additions or improvements on the Premises without the prior written consent of the Lessor. If the Lessees perform any alteration, or install any improvement on the Premises with the consent of the Lessor, such work shall be at Lessee's own expense, and Lessee shall comply with all laws, ordinances, rules and regulations of all public authorities with jurisdiction. Lessee further agrees to save and hold the Lessor harmless from any damage, loss or expense arising out of the said work. Lessee further agrees not to allow any liens to be filed against the Premises, but in the event that they are, to remove all liens or encumbrances arising as a result of said work. Nothing in this section shall prohibit the Lessee's repair of the Premises, as long as Lessees obtain Lessor's prior written consent.

12. Care of Premises. Lessee shall at all times during the term of the Lease, maintain the Premises to substantially comply with any applicable code, statute, ordinance or regulation governing its maintenance or operation, and make all repairs and arrangements necessary to put and keep the Premises in good, habitable condition. Lessee shall undertake these responsibilities at their own cost and expense, and the Lessor shall not be called upon to pay for any repairs, alterations, additions or improvements to the Premises. Lessee shall not permit any waste, damage or injury to the Premises; use the Premises for anything that will increase the rate of fire insurance; maintain anything on the Premises that may be hazardous to life or limb; overload the floors; permit any objectionable noise or odor to escape or to be emitted from the Premises; permit anything to be done on the Premises that may in anyway tend to create a nuisance or, in the event of multiple occupancy of the building, disturb other tenants; or use or permit the Premises to be used for lodging or sleeping purposes.

13. Access. Lessee shall allow Lessor, its officials, employees and agents free access at all reasonable times to the Premises. Further, Lessor shall at all times have the right of ingress and egress to and from the Premises and adjacent property; provided that such right will not in any manner interfere with the Lessee's use of the Premises.

14. Hazardous Materials. Lessee agrees that it will not, nor will it allow any third-party to use, generate, place, store or dispose of any Hazardous or Toxic Material, on, under, about or within the Premises in violation of any statute, code, regulation or ordinance of any public authority with jurisdiction. As used in this section, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable state or federal regulation.

15. Indemnification and Waiver. Lessee agrees to defend, indemnify and hold the City, its officers, officials, employees and volunteers (defined as "Lessor" herein) harmless from any and all claims, injuries, damages, losses or suits, including attorneys' fees, arising out of or in connection with the performance of this Lease or Lessee's enjoyment of the Premises, except for injuries or damages caused solely by the negligence of the Lessor, its officers, officials, employees and volunteers. In the event of liability for injuries or damages which are the result of the concurrent negligence of the Lessee and Lessor, each party shall be responsible only to the extent of their own negligence.

In addition to the above, Lessee shall provide a waiver of right of subrogation releasing and relieving the Lessor from responsibility and waiving the entire claim or right of recovery for any loss or damage to the Premises, any of Lessee's improvements placed on the Premises, any personal property located anywhere on the Premises, or any other loss sustained by the Lessee, including earlier termination of this Lease by destruction of the Premises through natural causes or reasons not the fault of the Lessor, and whether any such loss is insured or not and irrespective of the cause of said loss.

Lessee agrees to indemnify, hold harmless and defend Lessor, its elected officials, officers, employees, agents and representatives, from and against any and all claims, actions, suits, liability, loss, cost, expenses and damages of any nature whatsoever, including costs and attorneys' fees, which are caused by or arise out of any condition arising after execution of this Lease or which arise out of the Lessee's enjoyment of the Premises. Further Lessee agrees to release and hold Lessor, its elected officials, officers, employees, agents and representatives, harmless from and against any and all claims, actions, suits, liability, loss, cost, expenses and damages of any nature whatsoever, including costs and attorneys' fees for any past and/or future cause of action relating to this Lease, the real property subject to this Lease or the Lessee's enjoyment of the Premises.

Lessee further agrees that in the event that any conditions affect their quiet enjoyment of the Premises to such a degree that they no longer wish to inhabit the Premises, Lessor shall not be required to reimburse the Lessees for any amounts relating to the remaining lease term.

Lessee hereby agrees and acknowledges that any loss of Lessee's property, including the leased improvements on the Premises, and/or loss of Lessee's personal property, is the responsibility of the Lessee. If, for any reason, the leased improvements on the Premises are destroyed or otherwise become uninhabitable, Lessor shall not be obligated to rebuild the improvements, nor shall Lessor be obligated to make any payments to Lessee related to such loss or the remaining term of the lease.

16. Fire and Other Casualty. In the event that the Premises are destroyed or damaged by fire, earthquake or other casualty not the fault of the Lessor, and any damage is to such an extent as to render the Premises untenable by the Lessee in whole or substantial part, Lessor shall have the option to terminate this Lease immediately without any further liability or obligation to Lessee. The decision whether the Premises are untenable shall be made by Lessor, after discussion with Lessee on the feasibility of repair. If Lessor authorizes Lessee to repair the Premises, all such repairs shall be done at Lessee's cost and under the provisions of paragraph 3 of this Lease.

17. Signs. All signs or symbols placed on the Premises by Lessee shall be subject to the prior approval of Lessor. In the event Lessee shall place signs or symbols on the Premises not acceptable to Lessor, Lessor may demand immediate removal of such signs or symbols and Lessee shall remove such signs or symbol within 24 hours of notice from Lessor. Any signs placed on the Premises shall be removed on termination of this Lease and any resulting damage to the Premises caused by such sign or symbol shall be repaired by Lessee.

18. Termination. In the event Lessee defaults in the performance of any of the terms, provisions, covenants and conditions to be kept, observed or performed by Lessee, and such default is not corrected within thirty (30) days after the receipt of notice thereof from Lessor, or such shorter period as may be reasonable under the circumstances; or if Lessee shall abandon, desert, vacate or otherwise leave the Premises; or if the Lessee shall be file a petition in bankruptcy, or be adjudicated as bankrupt after the filing of an involuntary petition in bankruptcy; or if Lessee shall take or receive the advantage or benefit of any insolvency; or if the Lessee shall enter into an agreement of composition with the Lessee's creditors; then, in such event, Lessor, at its option, may terminate this Lease together with all of the estate, right, title and interest thereby granted to or vested in Lessee, by giving notice of such election at least twenty (20) days prior to the effective date thereof, and as of such effective date, this Lease and all of the estate, right, title and interest thereby granted to or vested in the Lessee shall then cease and terminate, and Lessor may re-enter the Premises using such force as may be required. Notwithstanding such re-entry by Lessor, and anything to the contrary in this Lease, the liability of the Lessee for the rent provided herein for the balance of the term of this Lease shall not be extinguished.

Lessor shall not be in breach of any obligation to perform under this Lease unless Lessor fails to perform such obligation within a reasonable time, which time shall not extend more than thirty (30) days after notice by the Lessee to Lessor specifying the particular obligation that Lessor has failed to perform; Provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for performance, then Lessor shall not be in breach if Lessor commences performance within the 30 day period, and thereafter diligently prosecutes the same to completion.

19. No Relationship. In no event shall the City be construed or held to have become in any way or for any purpose a partner, associate, or joint venturer of Lessee or any party associated with Lessee in the conduct of Lessee's business or otherwise. This Lease does not make Lessee the agent or legal representative of the City for any purpose whatsoever.

20. Surrender of Premises. Upon expiration or termination of this Lease, including any extensions thereof, Lessee shall quit and surrender the Premises without notice, and in as good condition as received at commencement of the term, except for changes due to ordinary wear and tear, damage or destruction by fire or other casualty or circumstances uncontrollable by the Lessee.

21. Modification, Waiver. No waiver, alteration or modification of any of the provisions of this Lease shall be binding unless in writing and signed by a duly authorized representative of the parties.

22. Entire Agreement. The written provisions of this Lease shall supersede all prior verbal statements of any officer or representative of the Lessor, and such statements shall not be effective or be construed as entering into, forming a part of, or altering in any manner whatsoever, this Lease. The entire agreement between the parties with respect to the subject matter of this Lease is contained herein.

23. Non-Waiver of Breach. The failure of the Lessor to insist upon strict performance of any of the covenants and agreements contained in this Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenant, agreement or option, or any other covenant, agreement or option.

24. Assignment and Subletting. The Lessees shall not, under any circumstances whatsoever, assign or sublet this Lease.

25. Disputes, Governing Law. This Lease shall be construed in accordance with the laws of the State of Washington. Venue and jurisdiction of any dispute as to the terms of this Lease shall be with Pierce County Superior Court, Pierce County, Washington.

26. Attorney's Fees. The prevailing party in any action or proceeding brought to enforce this Lease shall be entitled to recover its reasonable attorney's fees, costs and expenses in connection with such action or proceeding from the other party.

27. Notices. Notices required to be in writing under this lease shall be sent by registered or certified mail as follows:

Historical Society
P.O. Box 744
Gig Harbor, WA 98335

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

28. Severability. If any section or provision of this Lease shall be held by a court of competent jurisdiction to be unenforceable, this Lease shall be construed as though such section or provision had not been included in it, and the remainder of the Lease shall be enforced as the expression of the parties' intentions. If any section or provision of this Lease is found to be subject to two constructions, one of which would render such section or provision invalid and one of which would render such section or provision valid, then the latter construction shall prevail.

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

LESSOR:

LESSEE:

CITY OF GIG HARBOR

Gig Harbor Peninsula Historical Society

By: _____
Its Mayor _____

By: _____

By: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

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

MUTUAL AND OFFSETTING BENEFIT LEASE AGREEMENT - EXHIBIT B

SCOPE OF SERVICES

The Gig Harbor Peninsula Historical Society shall provide the following services to the City as Mutual and Offsetting Benefits in lieu of payment of the full fair market rent for the City-owned space leased under this agreement.

1. Collect, preserve, and interpret artifacts significant to the history of the Gig Harbor Peninsula.
2. Provide educational programs and activities to the public.
3. Collect, and make available to the public, research material about the history of the Gig Harbor Peninsula.



City of Gig Harbor. The "Maritime City."
3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR
SUBJECT: LEGAL SERVICES AGREEMENT
DATE: MAY 19, 1997

INFORMATION/BACKGROUND

City Attorney Carol Morris, Ogden Murphy Wallace, has agreed to the attached contract proposal which will increase the availability of the City Attorney to staff by providing on-site attorney services for two days each week. The city will not necessarily be billed for the entire day on site, as the attorney will be able to work on other business while at the Gig Harbor work station. This agreement has a provision to evaluate the feasibility of the arrangement after 90 days. Hopefully, having Carol Morris or James Fearn immediately available will increase efficiency of communication between staff members and the City Attorney, consequently reducing legal costs to the city.

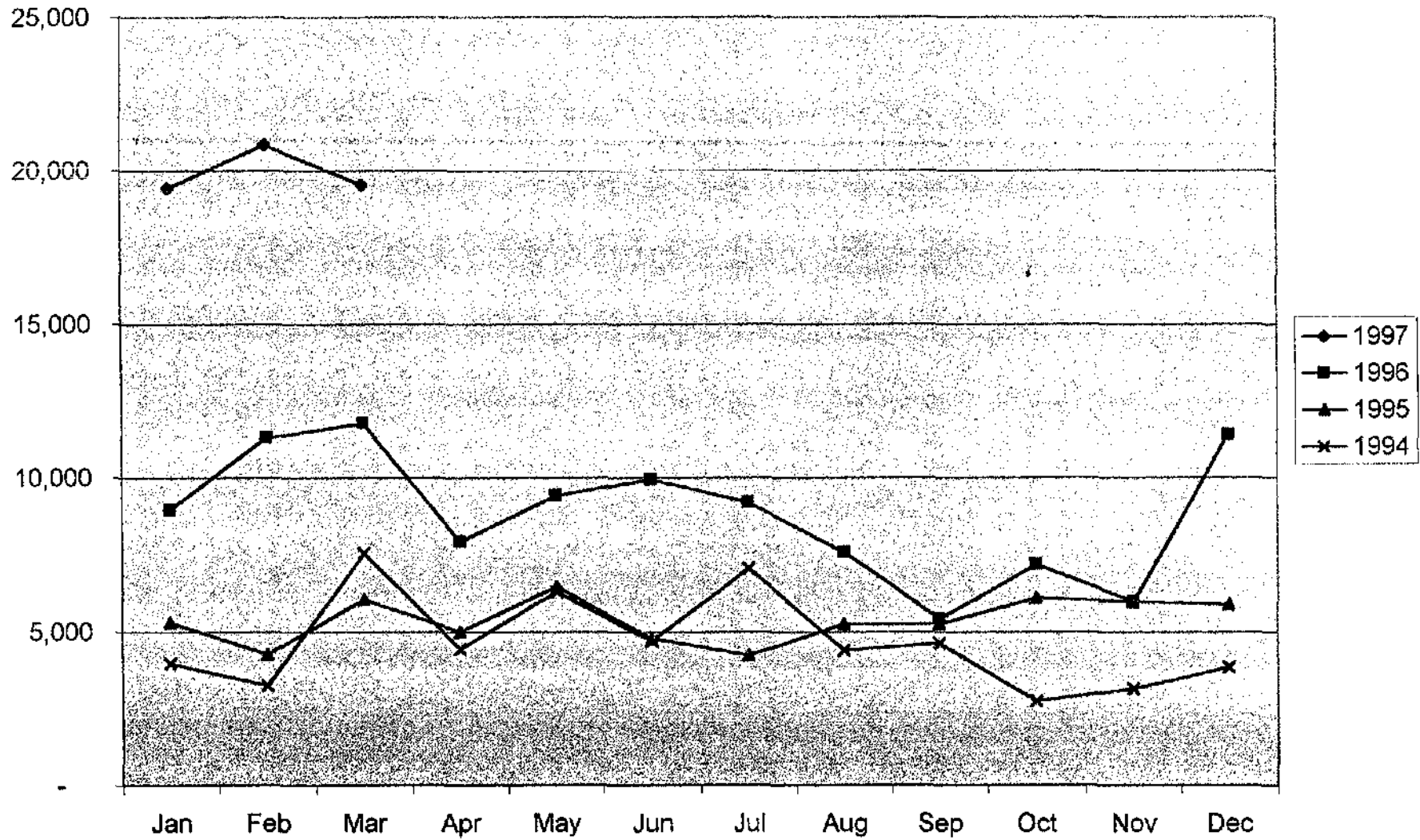
FISCAL CONSIDERATIONS

Legal fees have increased drastically in the last two years. Much of this increase is due to litigation against the city. Nearly 42% of current legal fees are attributable to one interest. The proposed change in favor of on-site legal service should affect this litigation cost only incrementally, but, hopefully, will reduce costs related to negotiation of contracts for service.

RECOMMENDATION

Move approval of the attached contract with the stipulation that the feasibility of the arrangement be reviewed with the City Council 90 days after the execution of the agreement.

Ogden Murphy Wallace Bills



LEGAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the City of Gig Harbor, hereinafter referred to as the "City," and Ogden Murphy Wallace, P.L.L.C., hereinafter referred to as the "City Attorney."

1. General Recitals.

A. The Council is desirous of establishing a retainer system for legal services and for matters of a routine nature in order to encourage city and elected and appointed officials to utilize the services of the City Attorney.

B. The parties hereto are desirous of defining the services to be provided and the costs associated therewith.

2. Term. The term of this Agreement shall be from June 1, 1997, until terminated by either party pursuant to the terms hereof. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

3. Duties.

A. The City Attorney shall be principally responsible for performing all legal work for the City. The City Attorney may have other attorneys employed by the law firm assist her in the performance of her duties. The following list of duties are illustrative of the services to be performed by the City Attorney, but is not necessarily inclusive of all duties:

(1) City Attorney to provide services on City Hall premises for two (2) days per week, to be scheduled as required or on pre-arranged days. The feasibility of this arrangement shall be reviewed by the parties ninety (90) days after execution of this Agreement. Other basic services will be provided at the Ogden Murphy Wallace offices in Seattle. The City shall be notified in advance if the City Attorney is not available to provide services during these two (2) days per week because of vacations, illness or scheduling conflicts. The City shall then have the option of either waiving this requirement on a daily basis, or allowing an Assistant City Attorney to take the City Attorney's place. The City acknowledges that the City Attorney may not be billing the City for all hours worked on City Hall premises and may utilize a city-provided computer and phone for attorney business purposes, provided that long-distance calls for non-City business will be paid by means of the City Attorney's personal or corporate credit card and that any other costs related to various clients will be paid by Ogden Murphy Wallace.

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

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

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

(5) Approve legal documents as to proper form and content;

(6) Advise the Mayor, Councilmembers, staff members, committee members, commission members and board members with regard to all legal matters relating to their respective duties being performed for the City;

(7) Consult with and advise the Mayor, Councilmembers, department heads and staff if requested by a department head or the Mayor, by telephone, in person and/or by written memo, on routine City business;

(8) Attend all Council meetings and work sessions, unless excused therefrom by the Mayor or Mayor pro-tem;

(9) Attend planning commission meetings, committee meetings or any other type of meeting on an as-needed basis, including meetings with other governmental agencies as necessary on matters involving the City; and

(10) Such other duties as are necessary and appropriate in order to provide the City with legal representation.

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

(1) Providing legal services normally provided by the City's bond counsel; provided, the City Attorney shall consult with bond counsel on behalf of the City and advise the City with regards thereto;

(2) Providing public defense services for indigent defendants;

(3) Representing the City in any legal matter where the City Attorney is prohibited from doing so as a result of a conflict of interest under the Rules for Professional Conduct or other applicable law or regulation;

(4) Providing legal services where the City has insurance coverage that provides for legal services to the City and the City has tendered the defense to the insurance carrier. Provided, however, the City Attorney shall monitor the lawsuit on behalf of the City, and may be retained by the City's insurance provider to provide such legal services; and

(5) Providing criminal prosecution services.

4. Compensation.

A. Retainer. The City shall pay the law firm a monthly retainer amount of \$1,285.00 for thirteen (13) hours of member services commencing June 1, 1997. The rates charged by Ogden Murphy Wallace for the legal services provided in this agreement which exceed the retainer amount (not projects in Sections 4(B) and 4(C) below) are:

	Rate
Members/of Counsel	\$118.50/hr.
Associates	\$ 97.00/hr.
Law Clerks	\$ 73.00/hr.
Paralegals	\$ 58.00/hr.

These rates are effective until December, 1997, and are subject to renegotiation yearly, for cost of living increases.

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

C. Special Projects. It is anticipated that there may be services needed from the City Attorney and the law firm that exceed the number of hours provided in the monthly retainer. The charge for the services included in special projects may be negotiated at a flat rate per project. The projects included in this category may include, but are not limited to the following:

(1) Any contested proceeding whether the City is the initiating party or the defending party, such as mediations, arbitrations, appeals, court proceedings and administrative hearings;

- (2) Union negotiations;
- (3) Personnel matters other than of a routine nature. This would include any disciplinary proceedings.
- (4) Land acquisition; and
- (5) Such other matters as are of a non-routine nature as specifically approved by the City Council.

D. Reimbursable Costs. The law firm shall be reimbursed for costs and advances for such items as legal messenger service, copying costs (for large copy projects the attorney shall determine if the Mayor or Administrator would prefer to use City personnel and equipment so as to minimize copy costs), long distance, access and use charges for computer legal research services not regularly provided by Ogden Murphy Wallace, long distance telephone charges, facsimile costs, deposition fees, court filing fees and similar expense items. The City will be billed for travel time for meetings held off the City Hall premises, and to regular City Council meetings, and for (1) hour per round trip for travel to and from City Hall during the days scheduled in Section 3(A) of this Agreement.

E. Equipment and Other Resources. If the City desires that the City Attorney provide legal services on the City Hall premises as described in Section 3(A)(1) of this Agreement, the City shall provide an office or other space for the City Attorney, a computer, modem, appropriate software and phone line. Ogden Murphy Wallace shall provide the City Attorney's mobile telephone, unlimited access to CD-ROM and all other on-line computer legal research services.

5. Entire Agreement. This Agreement incorporates the entire agreement between the parties with regard to legal work to be performed on behalf of the City, and the rates to be charged therefore.

DATED this _____ day of _____, 1997.

CITY OF GIG HARBOR

OGDEN MURPHY WALLACE, P.L.L.C.

By: _____
Mayor Gretchen A. Wilbert

By: _____
Carol A. Morris

ATTEST:

By: _____
City Clerk



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR *Wes Hill*
SUBJECT: NPDES EFFLUENT MIXING STUDY, WATER QUALITY MONITORING,
AND SEDIMENT MONITORING - CONSULTANT SERVICES CONTRACT
DATE: MAY 21, 1997

INTRODUCTION/BACKGROUND

A National Pollutant Discharge Elimination System (NPDES) permit is required for wastewater treatment plant (WWTP) discharges under the provisions of the Federal Clean Water Act as amended, as administered by the Washington State Department of Ecology. NPDES Permit No. WA-002395-7 was issued June 27, 1988 following completion of the previous WWTP expansion and improvement project. Following submittal of a new application, the Department of Ecology issued a draft NPDES permit on March 21, 1997 for public review and comment. It is anticipated that some of the draft provisions may change in consideration of agency and public comments on the draft permit.

Among other provisions, the draft NPDES permit requires submittal of a plan for and completion of an effluent mixing study, including report by April 15, 1998. The provisions of the NPDES permit may be modified based on the ambient conditions and mixing zone analysis resulting from the study. The draft permit also requires implementation of a water quality monitoring program, and sediment sampling if requested by DOE.

Insufficient staff resources are available to perform this work. Based on review of the Consultant Services roster, and the City's past experience and observations, and discussions with DOE staff, Gray and Osborne, Inc., and Cosmopolitan Engineering Group are uniquely qualified to assist City staff in this work.

FISCAL CONSIDERATIONS

The amount exceeds previous water quality study effort due to both inflation and the additional evaluation requirements in the draft NPDES permit. A contingency of ten percent has been included to allow readier response to issues or concerns which may develop following finalization of the NPDES permit, and during the water quality and mixing zone studies. The amount budgeted in 1997 under Item 5 in the Sewer Operating Fund was \$30,000. Sufficient funds are available for this work.

POLICY CONSIDERATIONS

Staff had previously deferred conducting additional water quality studies pending clarification from the Department of Ecology regarding the full nature and scope of the evaluation effort that would be required, and in consideration of already available information, the primarily domestic sewage received at the wastewater treatment plant, and the high-level of treatment provided. DOE has now provided the requested clarification in the draft NPDES. It is necessary that the City proceed at this time to comply with the provisions of the NPDES permit.

MAYOR WILBERT AND CITY COUNCIL

MAY 21, 1997

PAGE 2

RECOMMENDATION

I recommend that the Council move and approve execution of the Consultant Services Contract with Gray and Osborne, Inc., in an amount not to exceed forty-nine thousand seven-hundred dollars and no cents (\$49,700.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
GRAY & OSBORNE, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Gray & Osborne, Inc. organized under the laws of the State of Washington, located and doing business at 701 Dexter Avenue N., Suite 200, Seattle, Washington (hereinafter the "Consultant").

RECITALS

WHEREAS, the City has applied for a National Pollutant Discharge Elimination System (NPDES) Permit for an expanded wastewater treatment plant; and

WHEREAS the Washington State Department of Ecology has issued a draft NPDES Permit which requires an Effluent Mixing Study, Receiving Water Quality Monitoring Program, and Sediment Monitoring, and the City desires to comply with all applicable provisions of the final NPDES and that the Consultant provide the professional services as set forth below.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated May 9, 1997, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as Exhibit A, and are incorporated by this reference as if fully set forth herein.

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

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed forty-nine thousand, seven hundred dollars and no cents (\$49,700.00) 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 240 calendar days of the execution of this Agreement; provided however, that additional time shall be granted by the City for excusable delays or extra work.

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II

above. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as Exhibit A and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

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

VII. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. In the event of liability for all of the above which is caused by or results from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall only be to the extent of the Consultant's negligence. 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.

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 claim.

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 _____, 19__.

GRAY & OSBORNE, INC.

THE CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

Notices to be sent to:

CONSULTANT

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

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IN WITNESS WHEREOF, the parties have executed this Agreement on this 22 day of May, 1997.

GRAY & OSBORNE, INC.

THE CITY OF GIG HARBOR

By: [Signature]
Its Principal

By: _____
Mayor

Notices to be sent to:

Gray + Osborne, Inc.
CONSULTANT

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

MAY 9, 1997

EXHIBIT A

CITY OF GIG HARBOR

**WASTEWATER TREATMENT FACILITIES
NPDES PERMIT SPECIAL STUDIES AND
RECEIVING WATER QUALITY MONITORING PROGRAM
ENGINEERING SERVICES COST ESTIMATE
(ONE YEAR OF SERVICES)**

<u>Task</u>	<u>Project Manager</u>
1. Coordinate and Manage Subconsultant Activities	16
2. Review and distribute special study reports	8
3. Meet and communicate with City and DOE	16
4. Provide assistance with field studies	8
Manhour Estimate	48
Estimated Hourly Rate	(\$32)
Salary Costs	\$1,536
Total Direct Salary Cost	\$1,536
Indirect Costs (134%)	2,058
Labor Cost	\$3,594
Fee (15%)	539
Total Salary cost	\$4,133
Subconsultant Cost:	
NPDES permit special studies (Cosmopolitan Engineering) .	\$41,050
TOTAL COST	\$45,183
CONTINGENCY (Diffuser evaluation and.....	\$4,518.
Final NPDES Effluent, Outfall, and Water Quality/Sediment Evaluation Requirements.	
NOT TO EXCEED TOTAL COST	\$49,700.

Memorandum



805 Pacific Avenue
Tacoma, WA 98402

Phone (206) 272-7220
Fax (206) 272-7250

DATE: April 22, 1997
TO: John Wilson, Gray & Osborne
FROM: Bill Fox, Cosmopolitan Engineering
RE: City of Gig Harbor NPDES Permit Special Studies

Thank you for inviting me to submit a scope and cost to conduct special studies specified in the City of Gig Harbor's draft NPDES permit. This scope of work will fully satisfy the following sections of the draft permit:

- S9 - Effluent Mixing Study
- S12 - Receiving Water Quality Monitoring
- S13 - Sediment Monitoring
- S14 - Outfall Evaluation

S9. EFFLUENT MIXING STUDY

A. Study Plan

S9.B.1 specifies that a study plan be submitted to Ecology by July 15, 1997. The study plan will also include the determination of the critical period for water quality, as specified in S9.A.5. The existing water quality data collected by Ecology and Raven Systems will be reviewed, and provide the basis for this determination.

In addition to satisfying these Ecology requirements, that plan will serve as the sampling and analysis plan for all field and laboratory personnel involved in the project, including City of Gig Harbor Staff. Revisions to the plan in response to Ecology comments are also included in the budget for this task.

B. Field Studies

The principal field study requirement is a dye tracer study to quantify dilution at the mixing zone boundary, and to establish the far-field accumulation of effluent (known as reflux). Reflux shall be determined by one of the two methods specified in Section 5.3 of Appendix 6.1 of the Permit Writers' Manual.

Although the specific methods will be established in the study plan, the following assumptions are used for establishing this scope and cost proposal:

EXHIBIT A (CONTINUED)

- We would probably use the USGS method to establish reflux, which features a two-day injection into effluent from the WWTP.
- Required dosage is 50 lbs. of 23.8% solution Rhodamine WT fluorescent dye.
- Tracer measurements will be obtained with a Turner Model 10-AU fluorometer.
- Intensive dilution measurements would be obtained throughout one full neap tide cycle on the first day of dye injection, from a boat, with GPS positioning.
- Far-field accumulation (reflux) measurements would be obtained on the following eight days as discrete profiles taken at up to eight locations from the head to the mouth of the bay.
- The cross-section bisecting the diffuser required in S9.A.2 shall be obtained with a fathometer and GPS positioning.
- The diffuser and mixing zone boundaries shall be located with the GPS, per S9.A.3.
- There will be no current meter profiling required, pending a successful argument to Ecology in the study plan that it is not necessary or significant to the mixing zone study. If current metering is required by Ecology, a bottom-moored acoustic doppler current profiler (ADCP) would be necessary due to the weak currents.
- Subject to Ecology confirmation, the tracer study would be scheduled for late August or early September.

~~C. Outfall Inspection~~

~~S9.A.1 specifies a visual inspection of the diffuser. This requirement is redundant with permit condition S14. The scope of work and cost described under S14 will also satisfy permit condition S9.A.1 of the mixing zone study.~~

D. Dilution Modeling

Acute and chronic dilution factors shall be determined with the model 3PLUMES. The model will be calibrated to the observed effluent flow and dilution factors observed on the intensive day of the dye study (day one). The model will then be run with the reflux concentration, and at any design effluent flows identified by the City of Gig Harbor. The result will be dilution factors for evaluating reasonable potential to exceed standards, and potential permit limits.

The required ambient data for the model include ambient density profile, and current profile. The density data will be obtained from the water quality field studies required in permit condition S12. The current data will be as established in the study plan submitted to Ecology.

E. Water Quality Analysis

The reasonable potential to exceed Class AA marine water quality standards will be determined. This is a standard statistical test developed by EPA and used by Ecology to determine whether effluent limitations are necessary. If this test indicates that no effluent limitations are necessary for toxics, then this will be documented to Ecology. If the analysis indicates that a limit is required, we will calculate the potential limit.

EXHIBIT A (CONTINUED)

F. Mixing Zone Study Report

The draft Mixing Zone Study shall be prepared and submitted to Gig Harbor and G&O by March 15, 1997 for review and comment. Revisions will be incorporated, and a final report submitted to Ecology prior to April 15, 1997, as specified in the permit. Revisions based on Ecology comments are not included in this scope.

S12. RECEIVING WATER QUALITY MONITORING

A. Sampling and Analysis Plan

Although not explicitly required in the permit, PSEP protocols for QA/QC require that we develop a sampling and analysis plan (SAP). The SAP will reiterate the sampling stations, schedule, protocol, and analytes specified in the permit. The SAP will further specify EPA "clean" sampling techniques for metals, sampling equipment, handling protocol, and EPA standard method references. Sampling stations will be specified on the map, tied to GPS positioning.

If Gig Harbor concurs, we will also submit this SAP to Ecology, along with the study plan required for the mixing zone study. In this submittal, we will attempt to resolve conflicts between Ecology target detection limits and achievable detection limits for selected metals.

B. Field Sampling

Field sampling will be conducted in compliance with the permit and SAP. The basis for the associated cost is the five stations and analytes specified in the current permit. We recognize that adherence to PSEP protocols is essential for the acceptance of this data by Ecology.

The anticipated schedule is twice yearly, once in August/September, and during the last week in October. The first sampling event may be concurrent with the effluent mixing study conducted in 1997.

The principal field measurement is the salinity, temperature and depth (STD) profile. STD data will be obtained with a Sea-Bird Model SBE-19 profiler. The STD profiler and pH meter will be rented from the UW Oceanography Department. Station 4 (Crescent Creek) shall include one additional field measurement that is not specified in the permit: flow rate.

Field samples will be collected and stored as specified, and delivered to a commercial laboratory for analysis (tentatively Sound Analytical or Columbia Analytical).

C. Report

EXHIBIT A (CONTINUED)

The field and laboratory sampling results will be reported annually in a report due to Ecology by February 15 of the following year. Specified narrative sections shall include a statement regarding indications of water quality degradation compared to historic data. Any water quality complaints received by the City of Gig Harbor must also be reported in this report.

S13. SEDIMENT MONITORING

A. Sample Collection and Analysis

If activated by Ecology, this permit condition will require collection of a single sediment sample, and laboratory analysis for chemicals included in WAC 173-204. This would occur in year four of the permit to provide the data for the permit renewal. If activated, there will be no study plan. Sample collection would be according to PSEP protocol, including GPS positioning at the edge of the mixing zone. The sample would be analyzed by a certified commercial laboratory. The laboratory data would be forwarded to Ecology through the City, without interpretation

~~S14. OUTFALL EVALUATION~~

~~A. Inspection Dive~~

~~The outfall line and diffuser will be visually inspected by divers in August 1997, and again about February 2000. The diffuser and exposed sections of the outfall line will be photographed. The structural integrity will be observed by a professional engineer, based on visual indications only. The results will be reported in a diver's log, with photographs.~~

~~The dive inspection will be conducted by Rosedale Marine Engineering. The first dive, in August 1997, will also satisfy permit condition S9.A.1.~~

COST SUMMARY TABLE

TASK DESCRIPTION	COST				
	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
S9. MIXING ZONE STUDY					
Labor	\$21,920				
Direct Costs	\$4,100				
S12. RECEIVING WQ MONITORING					
Labor	\$8,360	\$5,540	\$5,540	\$5,540	\$5,540
Direct Costs	\$6,670	\$5,030	\$5,030	\$5,030	\$5,030
S13. SEDIMENT MONITORING					
Labor				\$1,200	
Direct Costs				\$1,200	
S14. OUTFALL INSPECTION					
Direct Costs	\$2,800			\$2,800	
SUBTOTAL	\$43,850	\$10,570	\$10,570	\$15,810	\$10,570

~~\$41,050~~

~~5-YR TOTAL \$91,370~~

EXHIBIT B
GRAY & OSBORNE
COMPUTATION OF OVERHEAD MULTIPLIER
THROUGH 1997

Payroll Taxes.....	14.06%
Employee Insurance	6.74%
Vacations & Holidays.....	11.53%
State B & O Tax	10.40%
Corporate Insurance.....	8.92%
Administration, (Typing, CADD, GIS, Computer).....	36.18%
Printing, Stationery & Supplies.....	8.58%
Travel Expenses	4.11%
Office Expense, (Telephone, Fax, Utilities, Etc.).....	5.93%
Rent.....	9.77%
Retirement/Incentive.....	9.81%
Depreciation Expense	3.75%
Professional Services.....	<u>4.22%</u>
TOTAL:	134.00%

PROFESSIONAL ENGINEERING SERVICES CONTRACT
ENGINEER'S REPRESENTATIVE PAYROLL RATES
THROUGH JUNE 14, 1997

(Any adjustment in rates will be reflected in
dollar value and cost not to exceed)

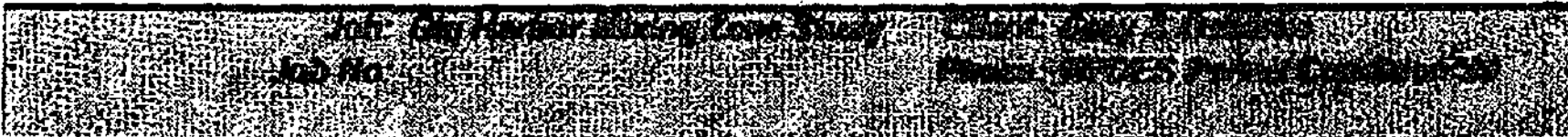
<u>Employee Classification</u>	<u>Payroll Rates*</u>		
Draftsman/Technician	\$13.00	to	\$19.00
Assistant Civil Engineers	15.00	to	25.00
Project Engineers/Managers	18.00	to	33.00
Principal Engineers	25.00	to	42.00
Field Inspectors/Resident Engineers	17.00	to	30.00
Field Survey Crew	43.00	to	50.00
Secretary/Typist		N/A**	

* Updated annually, together with the overhead. Overhead rate calendar year (1997) is 1.34.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.31 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

** Secretarial and clerical fees are not billed, but are included in the overhead multiplier listed. The same is true for accounting, bookkeeping, in-house printing, up to \$150, word processing, computer use, computer-aided drafting and telephone and fax costs.

ENGINEERING COST ESTIMATING WORKSHEET



LABOR

Task	Name: Rate: Hrs	Fox \$95.00 \$	Name: Rate: Hrs	Williams \$75.00 \$	Name: Rate: Hrs	DeLeon \$70.00 \$	Name: Rate: Hrs	CAD/Word \$50.00 \$	Task Subtotal
S9. EFFLUENT MIXING STUDY									
A. Study Plan	16	\$1,520	16	\$1,200		\$0	12	\$600	\$3,320
B. Field Studies	40	\$3,800	56	\$4,200	18	\$1,120		\$0	\$9,120
C. Outfall Inspection		\$0		\$0		\$0		\$0	\$0
D. Dilution Modeling	16	\$1,520		\$0	24	\$1,680		\$0	\$3,200
E. Water Quality Analysis	16	\$1,520		\$0		\$0		\$0	\$1,520
F. Mixing Zone Study Report	24	\$2,280		\$0	24	\$1,680	16	\$800	\$4,760
Subtotal	112	\$10,640	72	\$5,400	64	\$4,480	28	\$1,400	\$21,920

LABOR SUBTOTAL: \$21,920

DIRECT COSTS

Item	Quantity	Unit	Unit Cost	\$
Fluorometer (Turner Model 10-AU)	1	2-week	\$1,300	\$1,300
Rhodamine WT Dye (Keystone)	50	lbs.	\$22.00	\$1,100
Research Vessel	1	week	\$1,200	\$1,200
GPS	1	week	\$150	\$150
Acoustic Doppler Current Profiler (ADCP)	0	month	\$14,000	\$0
Miscellaneous Equipment Allowance	1	l.s.	\$250	\$250
Printing	1	l.s.	\$40	\$40
Mileage	200	mi.	\$0.30	\$60

DIRECT SUBTOTAL: \$4,100

TOTAL COST: \$26,020

EXHIBIT B (CONTINUED)

EXHIBIT B (CONTINUED)

Gig Harbor Wastewater Treatment Plant NPDES
Receiving Water Quality Monitoring Program
Engineering Cost Estimating Worksheet

LABOR

Task	Name: Fox Rate: \$ 95.00		Name: De Leon Rate: \$ 70.00		Name: Waagen Rate: \$ 50.00		Name: Word Proc. Rate: \$ 45.00		LABOR Subtotal	
	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$		\$
Sampling and Analysis Plan	8	\$ 760	24	\$ 1,680	4	\$ 200	4	\$ 180	One-Time	\$ 2,820
Sampling (2 events)	16	\$ 1,520	32	\$ 2,240					Annual	\$ 3,760
Report Preparation	4	\$ 380	16	\$ 1,120	2	\$ 100	4	\$ 180	Annual	\$ 1,780

DIRECT COSTS

Item	Quantity	Unit Cost	Markup	\$
One-Time Costs				
miscellaneous	1	\$100	10%	\$110
gloves	2	\$15	10%	\$33
tyvek	12	\$4	10%	\$53
eyewash	1	\$8	10%	\$9
safety glasses	2	\$8	10%	\$18
Polypro LabLine water sampler	1	\$380	10%	\$398
decon tubs	4	\$20	10%	\$88
nitric acid	1	\$83	10%	\$91
DI water cooler	5	\$14	10%	\$77
secchi disk & line	1	\$67	10%	\$74
Orion Model 230A or 250A pH meter	1	\$600	10%	\$660
One-Time Subtotal				\$1,841
CAS Lab				
DO - Winkler Method	8	\$10	10%	\$88
FC - MPN or MF	8	\$35	10%	\$368
Diss Nitrate	8	\$18	10%	\$158
Diss. Nitrite	8	\$18	10%	\$158
Diss. Ammonia Nitrogen	8	\$21	10%	\$189
Diss. Orthophosphate-Phosphorus	8	\$18	10%	\$158
Chlorophyll and phaeo pigment	6	\$42	10%	\$277
Total metals (Cu, Zn, Pb, and Ag)	3	\$115	10%	\$380
Mercury	3	\$55	10%	\$162
Subtotal (ea. event)				\$1,894
Other Direct Costs				
Boat	1	\$400		\$400
Mileage	200	\$0		\$62
Reproduction	1	\$25		\$25
GPS	1	\$50		\$50
STD Profiler	1	\$35		\$35
ODC Subtotal (ea. event)				\$622
Subtotal ea. event				\$2,516
Annual Subtotal				\$5,032

Sample two times a year

One between August 1 and September 31
One during the last full week of October

Marine Stations 1, 2, and 3

Sample at two depths

- 0.5 m below surface
- 0.5 to 1 m above the sea bed

Parameters for analysis

Total metals (Cu, Zn, Pb, Ag, Mg) equal volume composite sample of surface and bottom
Diss. Ammonia Nitrogen (NH3- and NH4 as N)
Diss. Nitrate
Diss. Nitrite
Diss. Orthophosphate-Phosphorus
Chlorophyll and phaeo pigment
DO-Winkler Method
FC - MPN or MF

Field Measurements

Temperature and Salinity Profile
pH
Transparency

Stations 4 and 5

Sample at center of flow

Parameters for analysis

DO - Winkler Method
FC - MPN or MF

Diss. Nitrate

Diss. Nitrite
Diss. Ammonia Nitrogen (NH3- and NH4 as N)
Diss. Orthophosphate-Phosphorus

Field Measurements

Temperature
pH

Miscellaneous

Field notebook baggies
Sharpies cleaning brushes
paper towels squirt bottles

Annual Subtotal does not include one-time direct costs.

EXHIBIT B (CONTINUED)

Memorandum

DATE: April 21, 1997
TO: Fox
FROM: De Leon
RE: Sediment Analysis Laboratory Costs for Gig Harbor

Per your request, the following are current (per sample) laboratory costs for WAC 173-204-320 sediment analysis (Columbia Analytical):

Total Solids	\$10	Standard Method 160.3M
Total Organic Carbon	\$60	ASTM D4129-82M
Metals	\$215	PSEP
Organics	\$670	GC/MS SIM
Pesticides/PCBs	<u>\$170</u>	Standard Method 8080
Total Sample Cost	\$1,125	
With 10% Markup	\$1,240	



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR *Wes Hill*
**SUBJECT: PURCHASE OF SANITARY/STORM SEWER VACUUM TRUCK WITH
JETTER**
DATE: MAY 21, 1997

INTRODUCTION/BACKGROUND

This Department has historically rented a vacuum/jetter truck for routine maintenance of sanitary sewer and storm sewer lines, and has utilized private vendors to assist maintenance inspection, emergency pump outs to prevent overflow conditions, and both scheduled and unscheduled operations and maintenance activities at the wastewater treatment plant. Scheduling of the rental units has become increasingly difficult as other agencies have adopted more aggressive sanitary and storm sewer maintenance programs. Problems have also been encountered obtaining a prompt and/or sustained response from vendors during emergency situations.

Prior to annexation, this Department utilized a vacuum/jetter truck for approximately two months each year for a one-time per year routine cleaning of the City's sanitary sewer and storm sewer lines (excluding cleaning for video inspections). Considering the additional storm sewer lines in the proposed annexation areas, rental costs, the increasingly limited availability and resulting restrictions on our maintenance and operations capabilities, this Department's 1997 budget request included an allocation for the lease-purchase of a vacuum/jetter truck.

Department staff have evaluated three vacuum/jetter units that were potentially available through existing bids by other public agencies in western Washington. Based on available features, cost, and availability, the clear choice is the Vactor, Model 2110-36 which is available for purchase through the State bid and contract (State of Washington Department of General Administration Office of State Procurement Purchase Order No. 894). The State bid includes a 1997 International cab and chassis with a 370-hp diesel engine. However, the estimated delivery date is approximately 210-calendar days from the order date. This would necessitate rental of a vacuum/jetter unit in order to accomplish our maintenance objectives for this year. In addition, after adding and deducting optional features the price for the State bid unit climbs from \$182,655 to \$203,940. While lower than the bid price Tacoma received for one of the competing and less desirable units evaluated by staff, the base State bid is still more than the Department desires to spend.

The vendor is willing to execute a change order to allow substitution of a Ford cab and chassis with a 300-hp diesel engine. While the other features would be the same; the Ford cab and chassis provides a more economical unit to operate, a tighter turning radius, and a reduced base price of \$185,929, for a savings of over \$18,000. In addition, delivery time is reduced to 120-calendar days from the order date.

MAYOR WILBERT AND CITY COUNCIL

May 21, 1997

Page 2

The State Procurement Officer, Mr. Ted Bove, has confirmed that a change order may be executed with the vendor off of the State bid, and that the unit is available (i.e., the Washington State Department of Transportation will not be exercising their option to purchase the remaining unit from the State bid).

POLICY CONSIDERATIONS

The City has renewed the annual agreement with the State Procurement Office which allows purchase from State bids by local agencies subject to payment of an administrative fee.

FISCAL CONSIDERATIONS

The purchase price of the vacuum/jetter unit is \$202,118.89, including State sales tax and State administrative fee. The purchase was included in the budget as an eight-year lease/purchase. However, we would prefer to finance the purchase internally. The anticipated usage of the truck by fund is 50 percent sewer, 40 percent storm, and 10 percent water. Water Capital Assets has sufficient funds to purchase the truck. Sewer and Storm will contribute the \$24,000 budgeted in 1997 for the payments and the balance will be repaid by Sewer and Storm to Water Capital Assets under a three-year interfund loan. An ordinance authorizing the loan and a budget amendment will be brought to the Council prior to delivery of the vehicle.

RECOMMENDATION

Staff recommends that the Council move and approve purchase of a Vactor Model 2110-36 under State Bid 405/601, Requisition No. OR6014, Purchase Order No. 894, in the amount of the base bid of one-hundred eighty-two thousand six-hundred fifty-five dollars and no cents (\$182,655) plus tax and the administrative fee for the State Procurement Office. Staff further recommends the the Council move and approve execution of a change order with the low bidder, Ben-Ko-Matic Brush and Equipment Company, for a 1998 Ford Model LT8501 for a revised total price of two-hundred two thousand one-hundred eighteen dollars and eighty-nine cents (\$202,118.89), including State sales tax and State administrative fee.

FORM A16 (REV. 12/93)		STATE OF WASHINGTON Purchase Order
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Buyer Code	Agency Number / Location Code	Requisition Number	Date Ordered	Purchase Order Number
A	405/601	0R6014	10/3/96	894

Supplier Number
31042-1

Notes:

FACTORY AUTHORIZED SERVICE: FIRM NAME AND ADDRESS OF CLOSEST SERVICE FACILITY:

FIRM NAME: BEN-KO-MATIC BRUSH & EQ. CO. CONTACT PERSON: MATT O'BRIEN
 ADDRESS: 11022 E MARGINAL WAY SOUTH TELEPHONE: (800)422-2059
SEATTLE, WA 98168-1935

SUPPLIER CONTACT PERSON: JIM THEDA
 TELEPHONE: (800)992-3656
 FACSIMILE: (503)256-3880

DELIVERY REQUIRED WITHIN 210 DAYS OF SUPPLIER'S RECEIPT OF ORDER


THE STATE OF WASHINGTON, AT ITS SOLE OPTION, RESERVES THE RIGHT TO INCREASE THE QUANTITY OF ITEMS PURCHASED BY UP TO 100% WITHIN NINE (9) MONTHS FROM DATE OF AWARD. THIS WILL ONLY BE DONE IF THE SUCCESSFUL BIDDER IS ABLE TO MAINTAIN ORIGINAL BID PRICE.

FEDERAL TAX IDENTIFICATION NUMBER (T.I.N.) FROM IRS FORM W-9 IS REQUIRED ON ALL INVOICES.
 T.I.N.: 93-0666853

ALL NECESSARY PAPERWORK TO REGISTER THE UNIT WITH THE WASHINGTON STATE DEPARTMENT OF LICENSING AS A MOTOR VEHICLE WILL BE FURNISHED AT THE TIME OF DELIVERY. THIS INCLUDES A "MANUFACTURER'S STATEMENT OF ORIGIN" (MSO) AND WASHINGTON STATE TITLE APPLICATION.

THIS ORDER IS AN ACCEPTANCE OF BID DATED SEPTEMBER 24, 1996.

CONFIRMING, DO NOT DUPLICATE - OCTOBER 2, 1996.

Mail Invoices To: DEPARTMENT OF TRANSPORTATION 2714 NORTH MAYFAIR ST SPOKANE, WA 99207-2090 ATTN: CLIFF HENKE	Department of General Administration Office of State Procurement  By: TED BOVE, State Procurement Officer (360) 902-7422
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TB/ses (0R6014.PO)

The Department of General Administration provides equal access to its programs and services for all people without regard to race, creed, color, religion, national origin, age, gender, sexual orientation, marital status or disability. To request this information in alternative formats, please call: (360) 902-7400, or TDD (360) 664-3799.



Buyer Code	Agency Number / Location Code	Requisition Number	Date Ordered	Purchase Order Number
A	405/601	0R6014	10/3/96	894

COPY Ship To:

Supplier Number
31042-1

To: BEN-KO-MATIC BRUSH AND EQUIPMENT COMPANY
11022 E MARGINAL WAY SOUTH
SEATTLE, WA 98163-1935

DEPARTMENT OF TRANSPORTATION
2714 NORTH MAYFAIR ST
SPOKANE WA 99207-2090
ATTN: CLIFF HENKE

In Acceptance of BID 9/24/96	Ship From: SEATTLE, WA	Price FOB Dest	Terms Net 30	Delivery by: MAY 10, 1997
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Req Item No	Commodity Code	Description	Quantity	Unit	Unit Price	Amount
		THE FOLLOWING DOLLAR AMOUNTS OF THIS PURCHASE ORDER HAVE BEEN CERTIFIED BY THE SUPPLIER AS BEING ATTRIBUTABLE TO MBE'S, WBE'S; OR ARE EXEMPT FROM THE PROGRAM: \$0.00 MBE \$0.00 WBE \$182,655.00 OTHER \$0.00 EXEMPT CONFIRMING PURCHASE ORDER - DO NOT DUPLICATE JIM THEDA / TED BOVE (OCTOBER 2, 1996)				
1	3825	CATCH BASIN CLEANER AS PER SPECIFICATIONS EQUIPMENT SUPERINTENDENT SHALL BE NOTIFIED 48 HOURS PRIOR TO DELIVERY. CLIFF HENKE 509-324-6525 PRODUCT BID MFG. VACTOR MANUFACTURING INC BRAND/MODEL 2110	1	EA	\$182,655	\$182,655
		AGENCY (WSDOT) CONTACT PERSON: JOE STINTON 360-705-7884			TOTAL	\$182,655

Supplier to deliver the articles ordered above in accordance with the following instructions:

- Show both Agency and Requisition Number and Purchase Order Number on all invoices, packages, and shipping documents.
- Mail Copies of invoices at time of shipment to invoice address on last page of order. If no address given there, mail invoices to above ship to address.
- Supplier is to calculate and enter the appropriate Washington State and local sales tax on the invoice. Tax not entered on the invoice may be paid as compensation by the agency on Form REV-45-2400(Use Tax Return).
- This order is subject to the attached terms and conditions.
- Special instructions:

BEN-KO-MATIC

Brush and Equipment Co.

PLEASE REPLY TO:

Corporate: Toll Free 1-800-992-3656

12715 N.E. Whitaker Way (P.O. Box 30959) Portland, OR 97294-3959

Sales/Service (503) 255-9055 FAX (503) 256-3880

Seattle: Toll Free 1-800-422-2059

11022 E. Marginal Way So., Seattle, WA 98168-1935

Sales/Service (206) 767-6784 FAX (206) 763-3835

City of Gig Harbor
3105 Judson Street
Gig Harbor, Wa 98355

May 20, 1997

Attn. Mr. Wes Hill
Mr. David Brereton

Re: Change Order for a New Vactor model 2110-36
Mounted on a 1998 Ford model LT8501.

This letter is to confirm with the City of Gig Harbor and Ben-Ko-Matic Brush & Equipment Co. the execution of a change order. This change order is derived from the State of Washington Department of Transportation Bid No. 405/OR6014. Attached are the change order content specifications for the Vactor unit and the Ford truck chassis unit.

CHANGE ORDER PROPOSAL

VACTOR MODEL 2110-36
1998 FORD MODEL LT8501

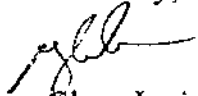
SALE PRICE: \$185,929.00 (excludes tax)
FOB GIG HARBOR

FEDERAL SIGNAL LEASE:

TERM: 8 YEARS -
FACTOR: ANNUAL (ARREARS) .16129
PAYMENT: \$29,988.48 ANNUAL PAYMENT PLUS TAX

If we can be of any further assistance or if we can answer any further question in regards to this change order, please contact me @ 800-422-2059.
Thank you for attention.

Sincerely,


Glenn Irwin
Equipment Sales

CO90080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 5/02/97

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
FOR EXPIRATION DATE OF 7/31/97

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	CLASSES
1 KU ACQUISITION CORPORATION	STOCK MARKET FOODS #332 5500 OLYMPIC DR BLDG B GIG HARBOR WA 98335 0000	076448	E F

MAYOR'S REPORT
May 27, 1997

A handwritten signature in black ink, appearing to be 'J. P.', is written over the date 'May 27, 1997'.

WESTSIDE SUB-AREA PLANNING COMMITTEE REPORT

Over 900 information letters inviting participation in the Westside Sub-Area Planning Committee were mailed to all property owners and business tenants in the Westside annexation area. An additional 350 were hand-delivered to the managers of the apartments and the mobile home court.

As of this writing (Wednesday, May 21st), I have received seven letters of interest. Each has received a thank you and an indication the city will keep them informed as we progress through the committee formation process.

I'm pleased with the response so far and will keep you posted.



City of Gig Harbor. The "Maritime City."

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

May 12, 1997

TO: Residents and Property Owners of the Westside Planning Area
RE: Sub-Area Planning Committee

In August of 1996, the Gig Harbor City Council addressed a request from business interests within the proposed Westside Annexation area who wished to participate in future planning on the Westside.

The City Council passed Resolution No. 477 establishing a sub-area planning program which would be initiated upon the completion of the annexation process. Annexation of the Westside was finalized on March 24, 1997, which sets Resolution No. 477 into action.

On April 16, 1997, a Public Forum was held at the Public Library on Point Fosdick Drive to introduce City Staff to residents and business owners. This forum was to provide information on city services to interested persons within the Westside annexed area. Several persons attending the forum indicated an interest in serving on the Sub-Area Planning Committee.

This letter is a follow-up request for interested residents and property owners to volunteer their time by serving on the Westside Sub-Area Planning Committee. Enclosed you will find a copy of the Resolution setting forth the guidelines for the Sub-Area Committee.

Please send letters of interest to Mayor Gretchen Wilbert, 3105 Judson Street, Gig Harbor, WA 98335 by May 23, 1997. After all letters of interest are received, a planning committee, consisting of balanced representation, will be chosen. The schedule of meeting times and dates will be determined by the committee participants and as advised by the City Planning Director. The formation of this committee is expected June 30, 1997.

As a new patron of the city, we cordially invite you to participate in the public process.
Welcome to the City of Gig Harbor!

Sincerely,

Gretchen A. Wilbert
Mayor, City of Gig Harbor

CITY OF GIG HARBOR
RESOLUTION NO. 477

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR COMMITTING TO A SUB-AREA PLANNING PROGRAM FOR THE AREA KNOWN AS THE WESTSIDE ANNEXATION AREA.

WHEREAS, recent activity within the area, including an annexation request and SR-16 interchange improvements, has increased interest in public participation; and,

WHEREAS, the City Council finds that the area known as the Westside Annexation Area is characterized by a large variety and intensity of uses; and,

WHEREAS, the City Council has concluded all public processes and all comprehensive planning necessary to provide developmental regulation for the area; and,

WHEREAS, residents and businesses within the area have expressed concern with respect to the need for supplemental, comprehensive community planning; and,

WHEREAS, additional involvement from residents and businesses within the area would improve decisions regarding the provision of services and capital facilities to be provided by the City; and,

WHEREAS, a sub-area planning program should be developed which provides for further review of the needs and interests of both businesses and residents in the area; and

WHEREAS, the development of any sub-area plan will be reviewed and processed subject to the requirements of the applicable city codes;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR:

Section 1. The City Council of the City of Gig Harbor does hereby declare its intent to authorize a sub-area planning program, subsequent to annexation, for the area known as the Westside Annexation Area which would consist of:

1. The formation of a sub-area planning committee consisting of balanced representation from the residents and businesses in the area;
2. A public review process, consistent with applicable city codes;

