

GIG HARBOR CITY COUNCIL MEETING

APRIL 13, 1992

7:00 p.m., City Hall Council Chambers

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AGENDA FOR GIG HARBOR CITY COUNCIL MEETING  
APRIL 13, 1992

PUBLIC COMMENT/DISCUSSION:

CALL TO ORDER:

PUBLIC HEARINGS: None scheduled.

APPROVAL OF MINUTES:

CORRESPONDENCE:

1. Letter from DOE regarding approval of Canterwood/  
Burnham Drive sewer extension.

OLD BUSINESS:

1. Amendment to Site Plan - SPR89-16 (Bush/Polen).  
2. Purdy Realty, Inc. and South Purdy Associates sewer  
utility extension agreement.

NEW BUSINESS:

1. Interlocal agreement creating Rainier Cable.  
2. Assigned Counsel agreement for legal services.  
3. ULID construction professional services contract award.  
4. Harborview Drive change order.  
5. Comprehensive Water Plan professional services contract  
award.  
6. Pierce County Aging and Long Term Care agreement.  
7. Comprehensive Computer Plan.

DEPARTMENT MANAGERS' REPORTS:

1. Police Department.  
2. Planning Department.

COUNCIL COMMITTEE REPORTS: None scheduled.

MAYOR'S REPORT:

1. Pierce County Growth Management Comprehensive Plan  
update.

ANNOUNCEMENTS OF OTHER MEETINGS:

1. Pierce County Comprehensive Plan Workshop, Tuesday, April  
14, 7:00 p.m. at Peninsula High School.

APPROVAL OF PAYROLL:

Warrants #6874 through #6970 in the amount of \$129,943.79.

APPROVAL OF BILLS:

Warrants #8709 through #8804 in the amount of \$96,651.71.

EXECUTIVE SESSION:

1. Discussion of land acquisition.
2. PERC status.
3. Claims.

ADJOURN:

REGULAR GIG HARBOR CITY COUNCIL MEETING OF MARCH 23, 1992

PRESENT: Councilmembers Frisbie, Stevens-Taylor, Platt, Markovich, and Mayor Wilbert.

ABSENT: Councilmember English.

PUBLIC COMMENT/DISCUSSION:

1. Jean-Pierre Maurice presented council with a proposal to add a deck to the front of a building at 4120 Harborview Drive where he is planning a restaurant. The addition of the deck would encroach on the city right-of-way, so he was requesting that council assist him by providing direction. The mayor directed the Public Works Committee determine an outcome.

CALL TO ORDER: 7:15 p.m.

PUBLIC HEARING:

1. ANX 91-01 (Hoover Road Annexation); Resolution for acceptance of Annexation Petition.  
Planning Director Ray Gilmore summarized the council action to date on the annexation proposal.

Jim Richardson, agent for the applicant, spoke on behalf of the project and answered questions of council.

Molly Towslee, neighboring property owner, spoke in favor of the proposed annexation.

Doug Harlow, owner of property in the proposed annexation area, also spoke in favor of the annexation.

Kris Knutsen, neighboring property owner, urged the council to treat land carefully and expressed concerns over possible wetlands, development density, and water runoff in the proposed area.

Mary Ann Kuchar had questions about proposed development and locations of properties in the area.

The public hearing was then closed.

Discussion followed regarding wetland mapping and the process used by the city's consultant to map areas inside the city limits.

MOTION: To approve Resolution #349 accepting Annexation Petition.  
Markovich/Frisbie - approved by a vote of 3 - 1 with Platt voting against.

MINUTES:

MOTION: To approve the minutes of the meeting of March 9, 1992.  
Frisbie/Markovich - unanimously approved.

CORRESPONDENCE:

1. PUMA request for brass ensemble at Jerisich Park.
2. WSDOT final report on SR16 Capacity Study.
3. AWC review of recent activities.
4. Draft Strategic Plan for the Tacoma-Pierce County Health Department.
5. Pierce County Determination of Significance regarding proposed Pierce County Transportation Plan.
6. Pierce County notice of meeting to adopt ordinance pertaining to "Fish and Wildlife Habitat Areas".

OLD BUSINESS:

1. SDP98-03: Stanich Dock Moorage - Shoreline Permit Application (Ellsworth/Thornhill).  
Mr. Gilmore provided information regarding the agreement between the city and Mrrs. Ellsworth and Thornhill and provided an overview of the application.

Councilmember Frisbie had questions regarding the surveying of the property.

Bob Ellsworth was available to answer questions of the council.

MOTION: To approve Resolution #350 with the addition of a third condition to read:  
"3. Applicant to provide, prior to occupancy, a sketch and/or a drawing signed by a registered land surveyor identifying and referencing to a local survey monument to which all north/south dimensioning shall be referenced."  
Frisbie/Platt - motion and second withdrawn.

- MOTION: To approve Resolution #350 with the addition of:
- "3. Applicant to provide, prior to occupancy, a sketch and/or a drawing signed by a registered land surveyor identifying and referencing to a local survey monument to which all north/south dimensioning shall be referenced.
  4. As required by the Uniform Fire Code, fire protection improvements as referenced by the Fire Marshal in his review of August 21, 1989, shall be required. This shall include required fire flow, hose racks, and fire extinguishers.
  5. The applicant shall participate in any future city-wide waste management program as required by city ordinance.
  6. As required by the Gig Harbor Shoreline Master Program, no portion of a watercraft moored at a pier nor any float shall be allowed to extend waterward of the outer harbor line.
  7. No portion of any new construction shall be allowed to extend into the required twelve foot setback from adjacent leases or property lines.
- Frisbie/Platt - approved by a vote of 3 - 0 with Markovich abstaining.

NEW BUSINESS:

1. Reconsideration and revision of Urban Growth Area.  
Mr. Gilmore provided information on suggested changes to the cities Urban Growth Area (Future Potential Annexation Area). He requested council approval to conduct a public hearing before the Planning Commission for its review and recommendations to Council.

The council agreed to having this matter heard by the Planning Commission.

2. Addendum to Canterwood sewer extension agreement.  
Public Works Director Ben Yazici explained the need for the addendum to the current agreement for sewer extension with Canterwood.

MOTION: To approve the addendum.  
Frisbie/Platt - unanimously approved.

3. Addendum to sewer treatment plant expansion agreement with Gray and Osborne.

MOTION: To approve the addendum and also allow the Public Works Director and additional \$2,000 contingency if needed.  
Frisbie/Markovich - unanimously approved.

4. Addendum to INCA Engineers' contract regarding Soundview Drive.

Mr. Yazici explained the need for the addendum to revise the plans to allow for parking areas.

MOTION: To authorize the execution of the addendum for re-engineering of plans for Soundview Drive.  
Markovich/Stevens-Taylor - unanimously approved.

5. Renewal of liquor licenses.

The council took no action on the renewal of licenses for the Eagles Club, Rib Ticklers, and Dylan Enterprises (Tides).

DEPARTMENT MANAGERS' REPORTS:

1. Public Works:

Mr. Yazici discussed a problem encountered with Pape & Sons construction of sewer lines at North Creek estates. He also informed council that he was working on the possibility of creating a park-like setting at the old ferry landing.

MAYOR'S REPORT:

1. Representation at Puget Sound Regional Council.

The mayor's memo informed council that Councilmember Stevens-Taylor would represent Gig Harbor at the PSRC.

OTHER BUSINESS:

1. Finance Officer employment agreement.

MOTION: To approve the agreement as presented.  
Frisbie/Platt - unanimously approved.

BILLS:

MOTION: To approve payment of warrants #8621 through  
#8708, plus warrant #8537, but not warrant  
#8642 for a total of \$109,779.81.  
Platt/Markovich - unanimously approved.

ADJOURN:

MOTION: To adjourn at 9:20 p.m.  
Markovich/Frisbie - unanimously approved.

Cassette recorder utilized.  
Tape 272 Side A 332 - end  
          Side B 000 - end  
Tape 273 Side A 000 - end  
          Side B 000 - 322.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Administrator/Clerk



Chuck Clarke  
~~XXXXXXXXXXXXXXXXXX~~  
Director



STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

7272 Cleanwater Lane, LU-11 • Olympia, Washington 98504-6811 • (206) 753-2353

March 30, 1992

Mr. Ben Yazici, P.E.  
Director of Public Works  
3105 Judson Street  
P.O. Box 145  
Gig Harbor, WA 98335-0145

Re: Canterwood/Burnham Dr. Sewer Extension; Craig Peck and Associates;  
October 1991

Dear Mr. Yazici:

Pursuant to RCW 90.48.110 and WAC 173-240-030, the above-referenced plans and specifications have been reviewed and are hereby approved. One copy of the approved document is being returned for your records.

This approval shall not relieve the owners of this facility from any responsibilities or liabilities as a result of noncompliance with the discharge permit during construction or in operation of facilities approved herein.

Prior to start of construction, a construction quality assurance plan in accordance with WAC 173-240-075 must be submitted to and approved by Ecology. Prior to completion of construction, an operation and maintenance manual in accordance with WAC 173-240-080, must be submitted.

Upon completion and prior to the use of the above-referenced project or portions thereof, the enclosed Declaration of Construction of Water Pollution Control Facilities shall be completed and returned with one complete set of as-builts by the professional engineer in responsible charge of inspection of construction of the project.

If you have any questions concerning this approval, please telephone Kathy Cupps at (206) 753-6885.

Sincerely,

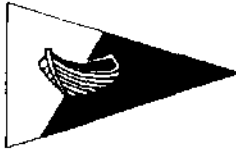
A handwritten signature in cursive script that reads "William H. Backous".

William H. Backous, P.E.  
Southwest Regional Supervisor  
Water Quality Programs


WHB:dc(fl18/fl1)  
Enclosure

cc: Craig A. Peck, P.E., Engineering Consultant  
Kathy Cupps, Ecology, SWRO





*City of Gig Harbor. The "Maritime City."*  
3105 JUDSON STREET • P.O. BOX 145  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

TO: MAYOR WILBERT & CITY COUNCILMEMBERS  
FROM: RAY GILMORE, PLANNING DIRECTOR  
DATE:  APRIL 8, 1992  
SUBJECT: REQUEST TO AMEND SITE PLAN (SPR 89-16, BUSH/POLEN)

Attached for your consideration is a request by Mr. Thomas Bush and Mr. Howard Polen for a revision to a previously approved site plan (SPR 89-16). The applicants have submitted a summary comparison between the approved plan and the proposed revision. This matter was previously considered by the Council on February 25, 1992, but was tabled pending the submission of a revised elevation (architectural) of the proposed revised structure.

Because this revision does not involve additional structures, the City Council may act on this request without referral to the Hearing Examiner. The proposed revision is consistent with the applicable sections of the zoning code (Section 17.28, RB-1 District).

Staff recommends approval of the site plan revision request, provided that the original conditions of approval remain valid. A resolution for approval of the revised plan is attached, including the Hearing Examiner's adopted conditions of approval.

CITY OF GIG HARBOR

RESOLUTION #

WHEREAS, Applicants Thomas Bush and Howard Polen were granted site plan approval (SPR89-16) on March 12, 1990 to construct a 6,200 square foot medical/professional building on Stinson Avenue; and

WHEREAS, the applicants have requested a time extension to allow completion of the project and to revise the site plan to reorient the proposed building; and

WHEREAS, a time extension was granted by the City Council at it's regular meeting of February 25, 1992, said time extension valid to March 1, 1994; and,

WHEREAS, the proposed revision is consistent with the applicable sections of the zoning code; and

WHEREAS, the Gig Harbor Hearing Examiner has made specific findings and conclusions and has recommended conditional approval of SPR89-16 in his report dated February 16, 1990.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gig Harbor, Washington as follows:

That the request for revision is granted, provided that conditions of approval of Resolution #274 (SPR 89-16) remain valid including

PASSED this \_\_\_\_ day of \_\_\_\_\_, 1992.

Gretchen Wilbert, Mayor

ATTEST:

Mark E. Hoppen, City Administrator

Filed with City Clerk: 4/08/92

Passed by City Council:

- B. One neighboring property owner testified in favor of the application at the hearing. She said she felt on RB-1 zone is appropriate for this lot, however, she felt additional landscaping should be provided.
- C. Two Letters of support were received from neighboring property owners (Exhibits C & D).
- D. No testimony or evidence was entered into the record by the general public in opposition to this request.

II. CONCLUSIONS:

- A. The staff evaluation prepared by the Planning Staff and set forth on pages 3 and 4 of the Planning Staff's Advisory Report accurately sets forth a portion of the conclusions of the Hearing Examiner and by this reference is adopted as a portion of the Hearing Examiners conclusions. A copy of said report is attached hereto as Exhibit A.
- B. The recommendations of the Traffic Consultant (Exhibit F) the Public Works Director (Exhibit G) with respect to site/frontage improvements are reasonable and should be implemented.
- C. The landscape plan submitted by the applicant is acceptable, except as modified in the conditions recommended below.
- D. All of the conditions recommended below are believed to be reasonable and should be required to insure compatibility with surrounding buildings and to comply with adopted regulations.

III. RECOMMENDATION:

Based upon the foregoing findings of fact and conclusions, the requested approval of SPR 89-16 (Wollochet Investors Group revised site plan stamped January 12, 1990 submitted by Crane Design) should be granted subject to the following conditions:

- 1. The landscaping plan as submitted by Crane Design and dated January 12, 1990, is accepted, subject to the following modifications:
  - A. A mechanical irrigation system shall be provided for all landscape areas.
  - B. The minimum planting height for the sweetgum, birch, and flowering cherry fronting Stinson Avenue shall be eight (8) feet.

- C. Existing trees on-site which are proposed for retention shall be protected during construction by providing a ten foot "no grading" buffer to prevent root damage.
- D. The fence on the north property line shall consist of a solid cedar board fence with a minimum height of six feet.

The above requirements shall be clearly indicated or stated on the final landscape plan. The final plan shall be submitted to the Planning Director for approval.


- 2. The following street, access and traffic control improvements shall be constructed to mitigate the impacts of the proposed project on the adjacent street system, as well as vehicular/pedestrian travel and safety conditions.

#### Site/Frontage Improvements

- A. Construct 24-foot site entrance near the north property boundary to City of Gig Harbor design and construction standards. Note: Install "STOP" sign or stopline near exit point onto Stinson Avenue.
  - B. Construct new concrete curb and gutter and sidewalk sections along site frontage on Stinson Avenue as shown on the Site Plan. The gutterline for the new curb should be placed 24 feet from centerline to accommodate future widening of this arterial north of Grandview. The developer would also provide new asphalt paving along Stinson between the existing pavement and the new curb plus a 100-foot pavement taper to match existing 2-land section north of the project site.
  - C. Provide a total of 23 on-site parking stalls adjacent to the new medical-office building. Two (2) handicapped stalls would be provided near the building entry.
- 3. An on-site storm water retention facility shall be designed to the specifications as required by the City Engineer. The approved storm water retention facility shall be constructed prior to issuance of a certificate of occupancy for the building.
  - 4. All improvements required under site plan approval shall be subject to a bond or assignment of funds equal to 110% of an accepted contractor's bid. Said bond or assignment of funds shall be posted prior to the issuance of any construction permits.

5. Fire flow and fire flow improvements, as required under the Uniform Fire Code, subject to the approval of the City of Gig Harbor Fire marshal, shall be installed and verified as operational prior to the issuance of a certificate of occupancy.
6. The architectural rendition of the structure, as depicted on the site plan, is accepted. The structure shall adhere to this design.
7. Substantial progress toward construction of the facility shall be commenced within two (2) years of the approval of the site plan. Substantial progress shall include the letting of bids or making of contracts, signing of a notice to proceed, completion of grading and excavating, or the installation of a major utilities.
8. All conditions of site plan approval are deemed binding upon the applicant. Revisions to the site plan which are minor and which may be authorized by the Planning Director include location adjustment to building pads by ten feet or less from the original, species variation/substitution for landscaping plants and variations in building height by 10% or less, not to exceed the height limit as specified in the zoning code. Revisions to the site plan not deemed as binding shall be reviewed and, if appropriate, authorized by the City Council.

Dated this 16th day of February, 1990

  
Ron McConnell  
Hearing Examiner







City of Gig Harbor. The "Maritime City."  
3105 JUDSON STREET • P.O. BOX 145  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

TO: MAYOR WILBERT AND COUNCILMEMBERS  
FROM: BEN YAZICI, DIRECTOR OF PUBLIC WORKS *BY*  
DATE: APRIL 9, 1992  
RE: UTILITY EXTENSION AND CAPACITY COMMITMENT  
AGREEMENT - DAVID MORRIS

The City Council approved the Sanitary Sewer Extension request from Purdy Realty, Inc. and South Purdy Associates in December of 1991. Mr. Dave Morris, representative for both requests deposited fees of \$12,450.60 in January 1992. Before you is the Utility Extension and Capacity Commitment Agreements formalizing the Council's intent.

When the Council approved a standard form for the Utility Extension Agreements, a decision was made to review sewer requests outside the Comprehensive Planning Area on a case by case basis. Both Mr. Morris' requested extensions are outside the planning area.

The standard agreement the city uses requires the use of the subject property to be consistent with the Comprehensive Plan. Since Mr. Morris' requested area is not covered within the Comprehensive Plan, the land use portion of the agreement was revised. This change was reviewed and agreed upon by the City Attorney and Mr. Morris.

#### RECOMMENDATION

I recommend a Council Motion to approve the attached Utility Extension Capacity Agreement and Agreement Waiving Right to Protest LID for Mr. David R. Morris' subject properties, and authorize the Mayor to sign the agreements.

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

THIS AGREEMENT is entered into on this 6<sup>th</sup> day of April, 1992, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and South Purdy Associates, hereinafter referred to as "the Owner".

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

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

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

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

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

2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property from the existing utility line on Burnham Drive Northwest at 96th Street NW.

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

4. Sewer Capacity Commitment. The City agrees to provide to the Owner sewer utility service and hereby reserves to the Owner the right to discharge to the City's sewerage system 10,000 gallons per day average flow (approximately 43.29 ERU's). These capacity rights are allocated only to the Owner's system as herein described. Any addition to this system must first be approved by the City. Capacity rights acquired by the Owner pursuant to this agreement shall not constitute ownership by the Owner of any facilities comprising the City sewerage system. The City agrees to reserve to the Owner this capacity for a period of 36 months ending on April 1, 1995, provided this agreement is signed and payment for sewer capacity commitment received within 45 days after City Council approval of extending sewer capacity to the Owner's property. Sewer capacity shall not be committed beyond a three year period.

5. Capacity Commitment Payment. The Owner agrees to pay the City the sum of nine thousand five hundred seventy seven dollars and ninety two cents (\$9,577.92) to reserve the above specified time in accordance with the schedule set forth below.

<u>Commitment period</u>	<u>Percent (%) of Connection Fee</u>
One year	Five percent ( 5%)
Two years	Ten percent (10%)
Three years	Fifteen percent (15%)

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

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

6. Extension of Commitment Period. In the event the Owner chooses to permanently reserve sewer capacity by paying the entire connection fee for the number of equivalent residential units desired to be reserved before

the expiration date set forth above, the Owner shall be responsible for paying each year for the sewer utility system's depreciation based on the following formula: (Owner's reserved capacity divided by the total plant capacity times the annual budgeted depreciation of the sewer facilities.)

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

8. Turn Over of Capital Facilities. If the extension of utility service to Owner's property involves the construction of water or sewer main lines, pump stations, wells, and/or other city required capital facilities, the Owner agrees to turn over and dedicate such facilities to the City, at no cost, upon the completion of construction and approval and acceptance of the same by the City. As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:

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

9. Connection Charges. The Owner agrees to pay the connection charges, in addition to any costs of construction

as a condition of connecting to the City utility system at the rate schedules applicable at the time the Owner requests to actually connect his property to the system. Any commitment payment that has not been forfeited shall be applied to the City's connection charges. Should the Owner not initially connect 100% of the Sewer Capacity Commitment, the Capacity Commitment payment shall be credited on a pro-rated percentage basis to the connection charges as they are levied.

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

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

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

and the property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

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

12. Land Use. The Owner and City agree that the following shall pertain to any development or re-development of the property described on Exhibit "A" after execution of this agreement:

- a. The uses and structures of the property which are currently existing, allowed, or which would otherwise be permitted under applicable Pierce County zoning regulations and ordinances, whether conforming or non-conforming, shall be permitted uses for purposes of City zoning regulations and ordinances as well.
- b. However, any development or re-development of the property for uses so permitted, shall comply with all requirements of the City zoning code and other development standards or regulations for similar uses in effect in the City at the time of such development or re-development. The intent of this section is that future annexation of the property

to the City of Gig Harbor shall result in a development which does conform to City standards.

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

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

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

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

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

16. Specific Enforcement. In addition to any other

remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by a court of competent jurisdiction.

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

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

DATED this 6<sup>th</sup> day of April, 1992.

CITY OF GIG HARBOR,

Gretchen Wilbert  
Mayor Gretchen Wilbert

OWNER

David R. Morris  
Name: David R. Morris  
Title: Managing Partner  
South Purdy Associates

ATTEST/AUTHENTICATED:

Mark Hoppen  
City Clerk, Mark Hoppen

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

\_\_\_\_\_



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

On this 10<sup>th</sup> day of April, 1992, before me personally appeared David R. Morris, to me known to be the individual described in and who executed the foregoing Agreement and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposed therein mentioned.

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

Molly M Invalie  
NOTARY PUBLIC for the State  
of Washington, residing at  
Big Harbor  
My commission expires 12/2/95.

STATE OF WASHINGTON )  
 ) ss:  
COUNTY OF PIERCE )

On this 6<sup>th</sup> day of April, 1992, before me personally appeared Mayor and City Clerk of the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

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

Molly M Invalie  
NOTARY PUBLIC for the state  
of Washington, residing at  
Big Harbor  
My commission expires 12/2/95.

SOUTH POKEY STILES -

LEGAL DESCRIPTION

ALL THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THAT PORTION OF GOVERNMENT LOT 1 IN SECTION 25, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 14TH LYING WESTERLY OF THE WESTERLY LINE OF ONE ARABO CONGARAKH - POKEY - HUGAR COUNTY ROAD (OLD STATE HIGHWAY NO. 14) AND LYING EASTERLY OF THE EASTERLY CORNER OF PRIMARY STATE HIGHWAY NO. 16, IN PIERCE COUNTY, WASHINGTON EXCEPT THE STATE HIGHWAY ACCESS ROAD EIGHT OF FEET ALONG THE NORTH LINE OF THE ABOVE DESCRIBED PARCEL. ALSO EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED OCTOBER 15, 1971 UNDER AUDITOR'S REF. NO. 2416035. SITUATE IN PIERCE COUNTY, WASHINGTON.

CITY OF GIG HARBOR

3105 JULIEN STREET, GIG HARBOR, WA 98335

TREASURER'S RECEIPT

South Purdy Assoc. Property (8 Assoc)

20

1-3-92

RECEIVED FROM

DATE

Sewer Capacity 15% Advance  
FOR

FUND	DEPT	B/SUB	ELEM	OB	DESCRIPTION	AMOUNT
					Based on 10,000 gate sewer days capacity	
TOTAL						9577 92

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

THIS AGREEMENT is entered into on this 6<sup>th</sup> day of April, 1992, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and Purdy Realty, Inc., hereinafter referred to as "the Owner".

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

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

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

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

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

2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property from the existing utility line on Burnham Drive Northwest at 96th Street NW.

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

4. Sewer Capacity Commitment. The City agrees to provide to the Owner sewer utility service and hereby reserves to the Owner the right to discharge to the City's sewerage system 3,000 gallons per day average flow (approximately 12.99 ERU's). These capacity rights are allocated only to the Owner's system as herein described. Any addition to this system must first be approved by the City. Capacity rights acquired by the Owner pursuant to this agreement shall not constitute ownership by the Owner of any facilities comprising the City sewerage system. The City agrees to reserve to the Owner this capacity for a period of 36 months ending on April 1, 1995, provided this agreement is signed and payment for sewer capacity commitment received within 45 days after City Council approval of extending sewer capacity to the Owner's property. Sewer capacity shall not be committed beyond a three year period.

5. Capacity Commitment Payment. The Owner agrees to pay the City the sum of two thousand eight hundred seventy three dollars and 38 cents (\$2,873.38) to reserve the above specified time in accordance with the schedule set forth below.

<u>Commitment period</u>	<u>Percent (%) of Connection Fee</u>
One year	Five percent (5%)
Two years	Ten percent (10%)
Three years	Fifteen percent (15%)

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

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

6. Extension of Commitment Period. In the event the Owner chooses to permanently reserve sewer capacity by paying the entire connection fee for the number of equivalent residential units desired to be reserved before

the expiration date set forth above, the Owner shall be responsible for paying each year for the sewer utility system's depreciation based on the following formula: (Owner's reserved capacity divided by the total plant capacity times the annual budgeted depreciation of the sewer facilities.)

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

8. Turn Over of Capital Facilities. If the extension of utility service to Owner's property involves the construction of water or sewer main lines, pump stations, wells, and/or other city required capital facilities, the Owner agrees to turn over and dedicate such facilities to the City, at no cost, upon the completion of construction and approval and acceptance of the same by the City. As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:

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

9. Connection Charges. The Owner agrees to pay the connection charges, in addition to any costs of construction

as a condition of connecting to the City utility system at the rate schedules applicable at the time the Owner requests to actually connect his property to the system. Any commitment payment that has not been forfeited shall be applied to the City's connection charges. Should the Owner not initially connect 100% of the Sewer Capacity Commitment, the Capacity Commitment payment shall be credited on a pro-rated percentage basis to the connection charges as they are levied.

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

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

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

and the property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

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

12. Land Use. The Owner and City agree that the following shall pertain to any development or re-development of the property described on Exhibit "A" after execution of this agreement:

- a. The uses and structures of the property which are currently existing, allowed, or which would otherwise be permitted under applicable Pierce County zoning regulations and ordinances, whether conforming or non-conforming, shall be permitted uses for purposes of City zoning regulations and ordinances as well.
- b. However, any development or re-development of the property for uses so permitted, shall comply with all requirements of the City zoning code and other development standards or regulations for similar uses in effect in the City at the time of such development or re-development. The intent of this section is that future annexation of the property



to the City of Gig Harbor shall result in a development which does conform to City standards.

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

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

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

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

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

16. Specific Enforcement. In addition to any other

remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by a court of competent jurisdiction.

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

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

DATED this 16<sup>th</sup> day of April, 1992.

CITY OF GIG HARBOR

Gretchen Wilbert  
Mayor Gretchen Wilbert

OWNER

David R. Morris  
Name: David R. Morris  
Title: President

ATTEST/AUTHENTICATED:

Mark Hoppen  
City Clerk, Mark Hoppen

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

---

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

On this 6<sup>th</sup> day of April, 1992, before me personally appeared David P. Morris, to me known to be the individual described in and who executed the foregoing Agreement and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposed therein mentioned.

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

Molly M. Dowdell  
NOTARY PUBLIC for the State  
of Washington, residing at  
Big Harbor  
My commission expires 12/2/95.

STATE OF WASHINGTON )  
 ) ss:  
COUNTY OF PIERCE )

On this 6<sup>th</sup> day of April, 1992, before me personally appeared Mayor and City Clerk of the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

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

Molly M. Dowdell  
NOTARY PUBLIC for the state  
of Washington, residing at  
Big Harbor  
My commission expires 12/2/95.

EXHIBIT C

CHICAGO TITLE INSURANCE COMPANY

ALTA COMMITMENT  
SCHEDULE A  
(Continued)

Order No.: 81884  
Your No.: PURDY REALTY

LEGAL DESCRIPTION - WYNWOOD -

PARCEL A:

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 22 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN LYING EAST OF THE EAST LINE OF THE GIG HARBOR-LONGBRANCH COUNTY ROAD AND LYING WEST OF THE WEST LINE S.R. #16 (FORMERLY STATE HIGHWAY #14).

EXCEPT THAT PORTION CONVEIYED TO THE STATE OF WASHINGTON BY DEED DATED JULY 11, 1957 AND RECORDED JULY 24, 1957 UNDER AUDITOR'S FEE NO. 1792762.

ALSO EXCEPT THE SOUTH 10 RODS THEREOF.

ALSO EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 22 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH 89 DEGREES 34 MINUTES 17 SECONDS EAST 1316.25 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO THE WESTERLY RIGHT OF WAY PRIMARY STATE HIGHWAY NO. 14; THENCE NORTH 17 DEGREES 38 MINUTES WEST 1489.35 FEET ALONG SAID RIGHT OF WAY LINE TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE NORTH 17 DEGREES 38 MINUTES WEST 250 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 72 DEGREES 22 MINUTES WEST TO THE EAST RIGHT OF WAY LINE OF THE GIG HARBOR-LONGBRANCH COUNTY ROAD; THENCE SOUTHEASTERLY ALONG SAID EAST RIGHT OF WAY LINE, 250 FEET, MORE OR LESS, TO A POINT SOUTH 72 DEGREES 22 MINUTES WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 72 DEGREES 22 MINUTES EAST 159 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT THAT PORTION THEROF CONVEIYED TO THE STATE OF WASHINGTON BY INSTRUMENT RECORDED UNDER PIERCE COUNTY AUDITOR'S FEE NO. 2418598.

PARCEL B:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 22, NORTH RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON; THENCE 89 DEGREES 34 MINUTES 17 SECONDS EAST 1316.25 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO THE WESTERLY RIGHT-OF-WAY LINE OF PRIMARY STATE HIGHWAY #14; THENCE NORTH 17 DEGREES 38 MINUTES WEST 1489.35 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUING NORTH 17 DEGREES 38 MINUTES WEST 150.00 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 72 DEGREES 22 MINUTES WEST 168 FEET, MORE OR LESS, TO THE EAST RIGHT-OF-WAY LINE OF THE GIG HARBOR LONGBRANCH COUNTY ROAD; THENCE SOUTHEASTERLY ALONG SAID EAST RIGHT OF WAY LINE 150 FEET, MORE OR LESS, TO A POINT SOUTH 72 DEGREES 22 MINUTES WEST FROM THE TRUE POINT OF BEGINNING;

## EXHIBIT C

CHICAGO TITLE INSURANCE COMPANY

ALTA COMMITMENT  
SCHEDULE A  
(Continued)Order No.: 81084  
Year No.: TURDY REALTYLEGAL DESCRIPTION - WYNWOOD (CONT.)

THENCE NORTH 72 DEGREES 22 MINUTES EAST 159 FEET TO THE TRUE POINT OF BEGINNING.

## PARCEL C:

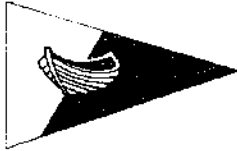
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 22 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH 89 DEGREES 34 MINUTES 17 SECONDS EAST 1316.25 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO THE WESTERLY RIGHT OF WAY LINE OF PRIMARY STATE HIGHWAY NO. 14; THENCE NORTH 17 DEGREES 38 MINUTES WEST 1639.35 FEET ALONG SAID RIGHT OF WAY LINE TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE NORTH 17 DEGREES 38 MINUTES WEST 100.00 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 72 DEGREES 22 MINUTES WEST TO THE EAST RIGHT OF WAY LINE OF THE GIG-HARBOR LONGBRANCH COUNTY ROAD; THENCE SOUTHEASTERLY ALONG SAID EAST RIGHT OF WAY LINE, 100.00 FEET TO A POINT SOUTH 72 DEGREES 22 MINUTES WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 72 DEGREES 22 MINUTES EAST TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS A STRIP OF LAND 30 FEET IN WIDTH, CONTIGUOUS TO THE WESTERLY LINE OF PRIMARY STATE HIGHWAY NO. 14 AND RUNNING FROM THE NORTHERLY LINE OF THE TRACT COVEYED TO WILLIAM W. SHERROD AND ESTERN J. SHERROD, HUSBAND AND WIFE, BY DEED RECORDED OCTOBER 24, 1966 UNDER PIERCE COUNTY AUDITOR'S FEE NO. 2166322, TO THE EXISTING DRIVEWAY FROM PRIMARY STATE HIGHWAY NO. 14 ADJACENT TO THE SOUTHERLY LINE OF THE TRACT COVEYED TO SHERROD AND WIFE BY DEED RECORDED JULY 9, 1965 UNDER PIERCE COUNTY AUDITOR'S FEE NO. 2107989.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

ALSO PIERCE COUNTY PARCEL # 01-22-25-8-004





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

3105 JUDSON STREET • P.O. BOX 145  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

To: Mayor Wilbert and Council members  
From: Mark Hoppen, City Administrator *M.H.*  
Subject: Interlocal Agreement Creating Ranier Cable  
Commission  
Date: April 10, 1992

Attached is the interlocal agreement between the cities and towns of Pierce County to create Ranier Cable Commission.

A representative of Viacom will be present to share some alternate viewpoints to those presented previously by Dick Ferguson, Pierce County Public Relations Officer, on the nature of the interlocal agreement creating Ranier Cable Commission.

Generally, the formation of the commission is an attempt to regulate fees, contract terms, and service to the benefit of the members of the cable jurisdiction. Currently, this activity takes place in an individualized way, municipality by municipality, with supposedly negative consequences to consumers.

Recommendation: Evaluate the Viacom input, and if the information gathered is inadequate, then table action on this agreement until April 27.



# Pierce County

Office of the County Council

930 Tacoma Avenue South, Room 1046  
Tacoma, Washington 98402-2176  
(206) 591-7772  
FAX (206) 591-7509  
1-800-992-2456

CATHY PEARSALL-STIPEK  
Councilmember, District No.5

March 17, 1992

RECEIVED

MAR 20 1992

CITY OF GIG HARBOR

The Honorable Gretchen Wilbert  
Mayor, City of Gig Harbor  
P. O. Box 145  
Gig Harbor, WA 98335

Dear Mayor Wilbert:

**WE DID IT!**

Enclosed is the Final Interlocal Agreement I promised you would have by April 1 in my February 28, 1992 letter. I have also included a sample cover resolution for your consideration. After your Council's adoption, please sign and mail the original signature page and the name of your representative and an alternate to my office, attention Donna Ward. She will collect and attach all signature pages to the master Agreement we have in our office.

We hope to have the Agreement filed with the Secretary of State before the end of May. Commissioners would then meet in June to elect officers, adopt bylaws, vote on a schedule of services to be provided, and adopt methods of charging and collecting fees that would take effect on July 1, 1992.

I hope your Council agrees that forming a regional Commission is the most effective way of managing our cable television franchises. Your speedy consideration and decision to join in this Interlocal Agreement will be appreciated and beneficial to the people we represent in Pierce County. Please call if I can be of any help.

Sincerely,

*Cathy Pearsall-Stipek*  
Cathy Pearsall-Stipek

enc.

**A reminder** -- if you are interested in attending the one-day tour of the Metropolitan Area Cable Commission (MACC) on May 20, return the form I recently sent to Donna Ward or call my office.





Sample

1 FILE NO. \_\_\_\_\_

PROPOSAL NO. \_\_\_\_\_

2 Sponsored by Councilmember

3 RESOLUTION NO. \_\_\_\_\_

4 A RESOLUTION of the (Local Jurisdiction) Authorizing the (City  
5 Manager/Town Mayor) to Enter Into an Inter-Local  
6 Agreement With the Cities and Towns of Pierce County and  
Pierce County To Create the Rainier Cable Commission.

7 WHEREAS, cable television exerts an enormous influence on the  
8 lives and culture of many residents in Pierce County and is becoming  
the unique and essential source of information; and

9 WHEREAS, local governments attempt through the franchising process  
10 to monitor the performance of cable television operators to ensure that  
11 the operators provide quality service to consumers in all sections of  
12 a franchise area; and

13 WHEREAS, the Cable Communications Act of 1984 and subsequent  
14 decisions by the courts and the Federal Communications Commission have  
15 effectively deregulated cable television and have left local county  
16 governments with little or no power in the area of franchising,  
17 renewals, transfers, rate regulations, technical standards and other  
matters; and

18 WHEREAS, rate increases and lack of response to consumer  
19 complaints by cable operators have resulted in dissatisfaction by the  
20 subscribers to cable television; and

21 WHEREAS, most local governments do not have the expertise or  
22 manpower to monitor cable television operators; and

23  
24 WHEREAS, an informal coalition of local governments in Pierce  
25 County has been meeting since January, 1991 to develop a more effective  
26 method of managing our cable television franchises and representatives  
of that coalition presented a report to the \_\_\_\_\_

1 on \_\_\_\_\_ recommending formation of the  
2 Rainier Cable Commission by Interlocal Agreement; and

3  
4 WHEREAS, the \_\_\_\_\_ finds that it does not  
5 have the manpower or expertise to sufficient monitor cable television  
6 operators and it would be in the best interest of the citizens of \_\_\_\_  
7 \_\_\_\_\_ to enter into an Interlocal Agreement to  
8 create a joint Commission known as the Rainier Cable Commission  
9 pursuant to RCW 39.34.030(3); NOW, THEREFORE,

10 BE IT RESOLVED by the Council of \_\_\_\_\_:

11 Section 1. The \_\_\_\_\_ is hereby authorized  
12 to execute the Interlocal Agreement establishing the Rainier Cable  
13 Commission substantially in the form as shown in Exhibit "A", attached  
14 hereto.

15 PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

16 ATTEST:

17 PIERCE COUNTY COUNCIL  
18 Pierce County, Washington

19 \_\_\_\_\_  
20 Clerk of the Council

21 \_\_\_\_\_  
22 Council Chair

23 Approved As To Form Only:  
24  
25 \_\_\_\_\_

26 Chief Civil Deputy  
27 Prosecuting Attorney  
28

**INTERLOCAL COOPERATION AGREEMENT  
FOR THE ADMINISTRATION OF CABLE TELEVISION  
FRANCHISES AND CREATING THE RAINIER CABLE COMMISSION**

WHEREAS, the local municipal and county governments within Pierce County, Washington, wish to make the most efficient use of their resources to encourage the development of quality cable television services; and

WHEREAS, each party signing this Agreement has the power and responsibility to issue and oversee cable television franchise agreements; and

WHEREAS, each party joining in this Agreement wishes to cooperate with other governments and thereby to provide its citizens the best possible cable television oversight, regulation, and community programming services and facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of cable television in its respective community; and

WHEREAS, it is the intention of the parties signing this Agreement to create a joint commission to be known as the Rainier Cable Commission ("Commission") as an administrative agency pursuant to RCW 39.34.030(3); and

WHEREAS, the parties signing this Agreement intend to cooperate in the operations of the Commission to accomplish the objectives set out in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is hereby agreed that:

THIS AGREEMENT is made by and between the undersigned governmental entities within Pierce County, Washington ("parties," "members," or "local jurisdictions"). This Agreement is made pursuant to the Interlocal Cooperation Act, RCW 39.34, et seq., and the General Laws of the State of Washington. This Agreement shall take effect upon the date of its filing with the Secretary of State in accordance with the provisions of RCW 39.34.040, after the Agreement has been executed by at least two local jurisdiction members.

Section I. General Purpose of Agreement.

The purpose of this Agreement is to create a single expert cable commission available to all the local governmental entities within Pierce County. The Commission will have the duties and functions necessary:

- A. To provide central and expert advice to each local jurisdiction member on cable television matters;
- B. To make available to each local jurisdiction member public, educational and municipal communications services, including video, voice and data services, on the cable systems serving the local jurisdiction members;
- C. To study and to advise each local jurisdiction member regarding the exercise of that member's cable television regarding the exercise of that member's cable television franchise powers;
- D. To take specific action on behalf of individual local jurisdiction members as authorized, or to recommend specific actions for individual local jurisdiction members to take in regard to the

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provision of cable television services and to the regulation and oversight of cable television activities and operators;

E. To provide a forum for intercommunication and consultation among the local jurisdiction members, and to provide an opportunity for joint sharing of the expenses, data, expertise, experiences and plans of each of the members; and

F. To prepare a Model Cable Television ordinance and Franchise Agreement for consideration by each of the local jurisdiction members and to provide a means for the local jurisdiction members to act jointly on cable television matters.

Section 2. Commission Creation and Powers.

There is hereby created a joint commission, to be known as the "Rainier Cable Commission," to carry out the specific purposes set forth in this Agreement. In carrying out the purposes of this Agreement, the Commission is charged with the following duties, responsibilities, and functions:

1. It shall enjoy all powers delegated to it by any local jurisdiction to monitor and enforce compliance with the terms of existing and future cable franchises of local jurisdiction members.

2. It shall act as contract agent on behalf of local jurisdiction members to the extent authorized by that member for the purpose of soliciting, reviewing, and analyzing cable television proposals, modifications, transfers, and renewals, for negotiating the proposed franchise terms with applicants, and for other actions related to monitoring and enforcing cable operator compliance with cable franchises.

3. It shall develop a Model Cable Television Ordinance and Franchise Agreement for use and reference by local jurisdiction members.

4. It shall be available to contract with local jurisdiction members for the production of programming for public and municipal purposes.

5. It shall provide advice to members in regard to the legal obligations of cable operators under federal, state and local law.

6. It may collect and receive monies, subject to the provisions of this Agreement, from its members.

7. It may incur expenses and make expenditures necessary and incidental to the effectuation of this Agreement.

8. It may employ such persons as it deems necessary to accomplish its duties and purposes. Any such employees shall be employees of the Commission and shall not be deemed to be employees of any member hereof.

9. It may contract for services with its member jurisdictions or with third parties to be performed in accomplishing its duties and functions.

10. It may perform such other duties and powers as prescribed by this Agreement.

Section 3. Membership.

A. Membership in the Rainier Cable Commission shall be available to Pierce County and

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all cities and towns in Pierce County.

B. A local jurisdiction shall become a member of the Commission only by an authorizing resolution properly adopted and executed by the local jurisdiction and duly executing this Agreement.

C. Each local jurisdiction shall adopt an authorizing resolution and shall forward a copy of such resolution to the Commission along with a copy of this Agreement executed by the local government's proper officer[s] pursuant to authority conferred by its governing body.

D. Membership shall be conditioned upon payment of dues and assessments charged by the Commission.

Section 4. The Board of Commissioners.

A. The Governing Body. The governing body of the Commission shall be its Board of Commissioners (the "Board"). Pierce County shall elect two representatives to the Board, one selected by the Pierce County Executive, and one by the Pierce County Council. The City of Tacoma shall select two representatives to the Board. The governing body of each other local jurisdiction member shall select one representative to serve as its Commissioner on the Board. Each member may select respective alternative representatives who may attend all meetings and shall act in the absence of the primary representative. Each Commissioner shall have one vote on any decision made by the Board.

B. Quorum and Voting. Except as expressly provided below, scheduled meetings or work sessions of which all Commissioners have received adequate notice may be conducted by the Board without the requirement of a quorum and decisions on routine procedural matters may be made by a majority of those present. This is intended to facilitate the work of the Commission without unnecessary delays. A quorum shall be required for the following actions:

1. Any decision which could lead to or have the effect of determining the manner in which a member jurisdiction receives cable television services;
2. Any decision which would lead to or have the effect of selecting a person or persons who would provide, by franchise or otherwise, a cable television system or systems with a particular area;
3. Any decision which would provide for apportioning any revenues received by the Commission among the parties hereto;
4. Any decision on any contract for services with a member jurisdiction;
5. Any decision on agreements or contracts for personal services or purchases for the Commission which exceed budget authority or purchasing procedure limits;
6. Any decision relating to the budget, expenditures or appropriations pursuant thereto; and
7. Any decision for which a Board member requests, either in person at the meeting or in writing before the meeting, that a quorum be present.

C. Terms of Office and Succession. A commissioner shall serve for a term of two years and may be reappointed. At the expiration of a term, a Commissioner may continue to serve until a successor is appointed and assumes the duties of office. Each local jurisdiction member shall fill its own vacancy on the Board.

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Section 5. Meetings, Bylaws and Officers.

A. Meetings of the Board shall be conducted in compliance with the Open Public Meetings Act.

B. Bylaws. The Board shall adopt bylaws, as soon as possible after its first organization meeting, which shall at a minimum specify the following:

1. The frequency of regular meetings;
2. The methods and manner of calling special meetings;
3. The method, term and manner of election of officers and appointment of staff, if any;
4. The procedures for execution of legal documents; and
5. The definition of a quorum.

C. Officers. The Board shall, at its first meeting, elect a president, vice president, and secretary-treasurer. The president, or, in the absence of the president, the vice president, shall preside at all meetings, call special meetings and otherwise conduct business in accordance with the bylaws. The secretary shall keep all minutes of the meetings.

Section 6. Fees and Expenses of Operation.

A. The Board shall comply with applicable state laws relating to budgets and audits of books and records. These books and records shall be open to inspection by any local jurisdiction member or its designate.

B. The Board shall determine the fees and assessments to be charged to member jurisdictions to equitably allocate among the members expenses associated with carrying out the duties and functions of the Commission.

C. The Commission shall be financed by fees and assessments to be charged to member jurisdictions. The fee to be charged each member shall be established by separate agreement with each member jurisdiction.

D. The Commission is authorized to establish a special fund with the Treasurer of Pierce County or the City of Tacoma to service the Commission, such fund to be designated as the "Operating Fund of the Rainier Cable Commission Joint Board."

Section 7. Duration of Agreement and Termination.

A. Duration. The duration of this Agreement is perpetual and the Commission shall continue from year-to-year, subject to termination by unanimous consent of its members.

B. Any member jurisdiction shall have the right to withdraw from this Interlocal Agreement by giving written notice to the Commission six months prior to the date of withdrawal.

C. Withdrawal will not absolve the withdrawing member of responsibility for meeting financial and other obligations which exist between the Commission and the member at the time of withdrawal.

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D. Upon termination of this Agreement, any money or assets in possession of the Commission after payment of all liabilities, costs, expenses, and charges validly incurred under this agreement shall be returned to all contributing governments in proportion to their assessment determined at the time of termination.

E. The debts, liabilities, and obligations of the Commission shall not constitute a debt, liability or obligation of any member jurisdiction.

Section 8. General Terms.

A. Severability. The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part shall not affect the remainder of the Agreement.

B. Interpretation. The terms and provisions of this Agreement shall be liberally construed to accomplish the purposes intended.

C. Additional Members. The Board may allow other local jurisdictions to enter into this Agreement where those jurisdictions had previously decided not to enter into this Agreement or had not been contemplated as possible members. The Board may impose a fee on the jurisdiction to recover costs associated with the subsequent inclusion of the jurisdiction.

D. Enforcement. Each member agrees to be bound by the terms and conditions of this Agreement. The Commission may seek legal action to enforce this Agreement against any party which attempts to or actually breaches this Agreement.

E. Amendments. Amendments hereto may be made by the affirmative vote of three-fourths of the members, including the affirmative votes of the City of Tacoma and Pierce County.

F. Property. The Commission is authorized to acquire, hold, and dispose of real and personal property used in its operation in its own name. In the event of its dissolution, money and property held by the Commission shall first be used to apply to its debts, and any remaining money or property shall be returned to its member jurisdictions.

Section 9. Initial Dues and Basic Services.

A. In consideration of the basic dues payable by each member, the Commission shall provide the following basic services:

1. Cable Administration. The Commission shall provide administration services in the following areas: Franchise monitoring, contract negotiation, consumer complaints, technical standards, and production management.
2. Office/Clerical. The Commission shall provide an office and clerical staff sufficient to manage activities surrounding franchise management, consumer complaints, information dissemination, and production control.
3. Overhead. Basic dues shall cover building rental, miscellaneous equipment, telephones, office supplies, and maintenance.
4. Cable Consultant. The Commission shall retain a technical cable consultant to serve the members, and shall retain legal counsel as necessary.

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The Commission shall be authorized to vary the basic services to be provided to members from time-to-time.

B. Basic Dues. Members subscribing to this Agreement agree to pay as basic dues for each membership one-half of one percent (0.5%) of the cable franchise fee payable to that member by its cable franchisee(s). The Commission shall be authorized to amend the basis dues from time to time.

IN WITNESS WHEREOF, this Agreement has been executed by each party subscribing to membership, as indicated on the signature page affixed to this document.



SIGNATURE PAGE

Joinder in Interlocal Cooperation Agreement for the  
Administration of Cable Television Franchises and  
Creating the Rainier Cable Commission

The undersigned jurisdiction, pursuant to resolution of its governing body, agrees to membership in the Rainier Cable Commission and agrees to the terms and conditions of the "Interlocal Cooperation Agreement for the Administration of Cable Television Franchises and Creating the Rainier Cable Commission."

DATED at \_\_\_\_\_, Washington, this \_\_\_\_ day of \_\_\_\_\_, 1992.

APPROVED:

\_\_\_\_\_  
CITY OF GIG HARBOR

BY: \_\_\_\_\_  
Its \_\_\_\_\_

BY: \_\_\_\_\_  
Its \_\_\_\_\_

Attest:

\_\_\_\_\_  
APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Prosecuting Attorney/City Attorney





City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

To: Mayor Wilbert and Council members  
From: Mark Hoppen, City Administrator *MH*  
Subject: Assigned Counsel agreement for legal services  
Date: April 9, 1992

Our contractual relationship for services with Pierce County Indigent Defense Services is increasing in cost by 5%. The agreement before you is identical in other respects to our previous series of contractual agreements. No changes are anticipated in levels of service or in the character of service.

An issue has been the use of student counsel in the absence of enough normal IDS staff time. We have resisted the use of this practice in the past, and have continued to do so. The restraint of the practice has historically been informal and negotiated, and continues to be so. From the point of view of Judge Paja and Catherine Washington, Court Clerk, the benefit of this agreement is improved service and more expeditious use of an increasingly harried court docket.

Recommendation: Move approval of the contract, which will then be presented to Pierce County for signature.

ASSIGNED COUNSEL

AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1992, by and between the City of Gig Harbor, (hereinafter called the "City"), and Pierce County, (hereinafter called the "County").

WITNESSETH:

WHEREAS, the Revised Code of Washington, Rules for Courts of Limited Jurisdiction JCR 2.11 requires legal counsel to be furnished every indigent defendant charged in the Gig Harbor Municipal Court with an offense whereby upon conviction he may be punished by imprisonment, and

WHEREAS, the Gig Harbor Municipal Court Judge and City Administrator determined that the Pierce County Department of Assigned Counsel is capable and qualified to provide the necessary and required legal services, and

WHEREAS, said Judge and City Administrator have evaluated the performance of the above-named Department and found the requirements of the Rules for Courts of Limited Jurisdiction met by providing the necessary and qualified legal services to indigent defendants, thereby satisfying the requirements of the Judge of the Municipal Court, and

WHEREAS, the Pierce County Department of Assigned Counsel indicated their willingness to enter into a contractual agreement to furnish such services for the period beginning January 1, 1992, and ending December 31, 1994.

NOW, THEREFORE,

1. The department will provide legal counsel services to the Gig Harbor Municipal Court for the 1992 and 1993 calendar years. Such services will include, but are not limited to, legal services to all indigent defendants charged with misdemeanor crimes, including, where appropriate, interviewing defendants held in custody, representation at arraignments as requested by the Court, and at all subsequent proceedings in the Municipal Court.

Assigned Counsel Agreement

Page 2

2. In return for the services rendered to the City and to those indigent defendants represented by the Department, the City agrees to pay the county a sum not to exceed \$15,750 annually, commencing January 1, 1992, and ending December 31, 1994. Payments shall be due and payable in the amount of \$3,937.50 the end of each quarter for those services rendered.
3. This agreement may be reviewed quarterly to determine whether the costs contemplated to the Department of Assigned Counsel have been materially altered. If at any such review it is determined that the projected expenses of Assigned Counsel have been materially increased/decreased, then the payment provisions of this contract shall be renegotiated or voided at the election of either party upon 90 days written notice.
4. The Department will comply with such reporting and project evaluation requirements as may be established by the City to enable it to appraise the effectiveness of the Department's services.
5. The Department will not subcontract any of its responsibilities or activities required hereunder without the prior written approval of the Judge(s) of the Municipal Court of Gig Harbor and the City Administrator.
6. The Department shall carry on its activities pursuant to this agreement at all times in full compliance with all applicable laws, rules, and regulations of the United States Government, the State of Washington, the County of Pierce, and the City of Gig Harbor.
7. In all hiring or employment made possible by or resulting from this contract, (1) there will not be any discrimination against any employee or applicant for employment because of race, color, religion, sex, or national origin, (2) affirmative action will be taken to assure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, or marital status, and (3) the contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973, thereby assuring that no person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program, service,

or activity provided by this Department as a part of this contract.

8. None of the funds, materials, property, or services provided directly or indirectly in this contract shall be used in the performance of this contract for any partisan political activity, or to further the election or defeat of any candidate for public office. None of the funds provided under this contract shall be used for publicity or propaganda purposes designed to defeat or support legislation pending before any legislative body.

This agreement shall be in effect until the 31st day of December, 1994, provided that it may be renewable or renegotiable on or before such termination date. This agreement may be terminated by either party in writing.

Termination shall be by written notice and shall be effective thirty (30) days from the receipt of written notice by the other party, unless otherwise agreed to by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year above written.

CITY OF GIG HARBOR

PIERCE COUNTY

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Pierce County Executive

ATTEST:

\_\_\_\_\_  
Mark E. Hoppen  
City Administrator

\_\_\_\_\_  
John Hill, Director  
Department of Assigned  
Counsel

\_\_\_\_\_  
Prosecuting Attorney

\_\_\_\_\_  
Budget & Finance Director



City of Gig Harbor. The "Maritime City."  
3105 JUDSON STREET • P.O. BOX 145  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

To: Mayor Wilbert and Council members  
From: Mark Hoppen, City Administrator *MH*  
Subject: ULID #3 Agreement Conclusion  
Date: April 10, 1992

Ordinance #617, which authorized the forming of ULID #3, contained three specific provisions which needed to be satisfied by each of the property owners in order to complete the formation of the ULID agreement: 1) Each property owner needed to waive rights to the two year foreclosure period for the payment of delinquent assessments; 2) the owners of property subject to agriculture land exemptions needed to file waivers of such exemption; and 3) the appraised value of ULID properties needed to be at least two times the value of the ULID #3 assessment, or a letter of credit issued by a banking institution for at least 10% of the proposed assessment need be presented by the property owners.

These stipulations have been satisfied by all parties to the formation of ULID #3 with one exception.

The Peninsula School District is unable to sign a foreclosure agreement for school district properties as requested by the ordinance. Ms. Cynthia Weed, our bond counsel, agrees that the school district cannot sign the foreclosure waiver, which was designed specifically for application to private corporations and individuals.

Ms. Weed states in a letter of March 27, 1992: "School districts are municipal corporations and, like the City, are subject to different statutory limitations and requirements regarding their public property. The statutory and civil remedies that would be available to the City with respect to private property are not necessarily available with respect to public property. This does not mean, however, that the school district would be less secure of repayment. The school district would be unconditionally obligated to make payment of its assessments in the ordinary fashion without regard to any threat of foreclosure, and the remedy of "mandamus" should be more than sufficient to secure the city's position."

Wayne Tanaka, City Attorney, concurs with Ms. Weed that the school district need not be a waiver signer to satisfy our objectives.

The documents will be on file at the meeting for your review if you desire.



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145

GIG HARBOR, WASHINGTON 98335

(206) 851-8136

TO: MAYOR WILBERT AND COUNCILMEMBERS  
FROM: BEN YAZICI, DIRECTOR OF PUBLIC WORKS *BBY*  
DATE: APRIL 9, 1992  
RE: ULID #3 - PROFESSIONAL SERVICES CONTRACT

Please find attached the Professional Services Contract for your review and approval. This contract authorizes Sitts & Hill Engineers to complete the final plans and specifications for the ULID #3 Project.

Since the approval of the ULID Ordinance in January, we have been gathering the necessary documentation from property owners to satisfy the Ordinance conditions. Mark Hoppen will be reviewing these conditions with you at the Council Meeting.

Sitts & Hill Engineers and Craig Peck and Associates have been involved with this project since its conceptual stage in 1990. They have assisted both the city and property owners in the preparation of documentation and engineering plans. These firms also applied to our Small Works Roster - Professional Services list for 1992 projects, and have very good reputations in terms of quality of work in their fields.

Rather than compete for the total job, the firms have made the decision to work together, with Sitts & Hill being the primary firm, and Craig Peck & Associates as sub-consultant for the project. Given the above information, it makes sense to give these firms first opportunity to complete the design phase of ULID #3.

They will complete the design phase and assist us during the construction phase if needed. The cost will be \$134,700. This is approximately 11% of the total construction cost, and a very reasonable price.

#### RECOMMENDATION

I recommend a Council Motion to approve the enclosed Professional Services Contract with Sitts & Hill Engineers for a total of \$134,700 and authorize the Mayor to sign the contract.



City of Gig Harbor  
Public Works Department

PROFESSIONAL SERVICES AGREEMENT

Gig Harbor Project No. \_\_\_\_\_

Client/Project: City of Gig Harbor / U.L.I.D. No. 3 Sanitary Sewers

A. Parties

This Agreement is between Sitts & Hill Engineers, Inc., hereinafter referred to as "Consultant" and the City of Gig Harbor, P.O. Box 145, Gig Harbor, Washington 98335, hereinafter referred to as the "City".

B. Services

As described in Attachment 'A'.

C. Completion

The compensation for these services to be paid to Consultant will be on a monthly basis. An estimate of expenditures is included as "Attachment C".

The compensation for these services will not exceed One Hundred Thirty-Four Thousand Seven Hundred (\$134,700.00 ).  
Dollars

Project shall be completed by September 30, 1993

In the event services beyond those specified in the Scope of Work and those not included in the compensation above are required, Consultant shall submit a fee estimate for such services, and a contract modification shall be negotiated and approved in writing by the City prior to any effort being expended on such services. If the City does not approve the contract modification in writing, the City will not pay the extra compensation.

D. Start-Up

This proposal becomes an agreement on execution by duly authorized representatives of Consultant and the City.

Project start-up shall be within 5 Calendar from the receipt  
Days

of a fully executed copy of this agreement.

E. Changed Rates

Where hourly rates serve as the basis for a fee, they shall be subject to change annually to reflect changes in consultant salary levels. Such changes shall not affect the maximum compensation for services as set forth under Paragraph C.

F. Attachments

The following attachments are part of and applicable to this Agreement:

- A. Description of Services
- B. Project Manhour Estimates
- C. Consultant Fee Determination - Summary Sheet

G. Termination

1. Termination for Cause

If, through any cause, the Engineer shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Engineer shall violate any of the covenants, agreements, or stipulations of the Agreement, the City will thereupon have the right to terminate this Agreement by giving written notice to the Engineer of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Engineer shall, at the option of the City, become its property; and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. All finished documents shall contain the Engineer's registration stamp or seal. Notwithstanding the above, the Engineer shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Engineer; and the City may withhold reasonable amounts of the payments to the Engineer for the purpose of setoff until such time

as the exact amount of damages due the Owner from the Engineer is determined.

2. Termination for Convenience of Owner

The City may terminate this Agreement at any time by a notice in writing from the City to the Engineer. In that event, all finished or unfinished documents and other materials as described herein shall, at the option of the City, become its property. All finished documents shall contain the Engineer's registration stamp or seal. If the Agreement is terminated by the City as provided herein, the Engineer shall be paid an amount which bears the same ratio of the total compensation as the services actually performed bear to the total services of the Engineer covered by this Agreement; provided, however, that if less than sixty percent (60%) of the total services covered by this Agreement have been performed upon the effective date of such termination, the Engineer shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this Agreement) incurred by the Engineer during the Agreement period which are directly attributable to the uncompleted portion of the services covered by this Agreement.

H. Schedule of Payments

An invoice shall be submitted by the 10th of each month to the City, along with any necessary supporting invoices, etc.

The City shall promptly review the billing upon receipt and if approved by the City, shall promptly process it for payment utilizing the City's normal billing process. The City agrees to make payment promptly, as invoiced for services and costs for work performed to the City's satisfaction. The City shall pay no interest on unpaid invoices provided such invoices are being processed in accordance with the provisions of this contract, or on amounts shown on an invoice that are not agreed to by the City. Otherwise, if an invoice is unpaid without reason or compliance with the provisions of this agreement for more than 50 days from the date of receipt of the invoice by the City, the City shall pay interest at the rate of one percent per month on the unpaid balance of such interest.

I. Ownership of Documents

Drawings, specifications, reports, programs, manuals, or other documents prepared by Consultant under this Agreement shall become the property of the City and shall be transferred to City Hall at the termination of this Agreement. Consultant will be held liable for reuse of these documents or specifications for any other project without the express written permission of City.

J. Equal Opportunity Employment

Consultant shall comply with all federal regulations pertaining to Equal Opportunity Employment. Consultant hereby guarantees the City that Consultant is in compliance with all state and federal regulations concerning minority hiring. It is hereby guaranteed that Consultant's policy to assure that applicants are employed and that employees are treated equally during employment without regard to race, religion, sex, age, color or national origin. Such action includes employment recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training or tuition assistance.

K. Insurance

Consultant shall provide and maintain, during the term of this contract, the following insurance coverage:

<u>Type</u>	<u>Amount</u>
1. Workers Compensation	Statutory
2. Professional Liability (errors & omissions)	\$ 500,000
3. General Liability	\$1,000,000
4. Automobile Liability	
Personal injury, per person	\$ 500,000
Personal injury, each accident	\$1,000,000
Property damage	\$ 500,000

Consultant shall provide the City with certificates of insurance prior to commencing work.

L. Expenses

Expenses shall be those costs incurred on, or directly for the City's project, including, but not limited to necessary transportation costs including mileage at the consultant's current rate for automobile usage, meals and lodging, laboratory tests and analyses, computer services, memory typewriter services, telephone, printing, binding charges and technical or professional services provided by firms employed by the Consultant. Reimbursement for those expenses shall be on the basis of actual charges plus an additional 10 percent (10%) for the Consultant's administrative costs when furnished by commercial sources, and on the basis of usual commercial charges when furnished by the Consultant.

M. Cost Estimates

Any cost estimate provided by the Consultant will be on the basis of experience and judgment, but since the Consultant has no control over market conditions or bidding procedures, the Consultant cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.

N. Professional Standards

The Consultant shall be responsible for the professional and technical soundness, accuracy and adequacy of all designs, drawings, specifications, and other work and materials furnished under this Agreement, to the level of competency presently maintained by other practicing professional engineers in the same type of work in the City's community. The Consultant makes no other warranty, express or implied.


O. Indemnification

In performing the work under this contract, the Consultant agrees to indemnify, defend and hold the City, its elected or appointed officials and employees harmless from any and all claims for injury or damage to persons or property, including city property, and also from and against all claims, demands and causes of action of every kind and character, including claims by Consultant's employees from which Consultant might otherwise have immunity under Title 51 RCW, the State Workman's Compensation Act, arising directly or indirectly or in any way incident to, in connection with or arising from any negligent and/or malicious or intentional tortious conduct on the part of the

Consultant, its agents, employees, representatives or subcontractors, its agents, employees, or representatives in their performance of this contract, excluding the sole negligence of the City.

Accepted and Signed this 8 day of April, 1992.

Consultant

  
By Thomas H. Semon Title President

Accepted and Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

City of Gig Harbor

By \_\_\_\_\_ Title Mayor  
Gretchen Wilbert

ATTEST:

\_\_\_\_\_  
Mark E. Hoppen  
City Administrator

ATTACHMENT "A"

PROFESSIONAL SERVICES AGREEMENT  
U.L.I.D. NO. 3  
GIG HARBOR NORTH SEWERS  
APRIL 8, 1992

The basic services to be provided under this contract include geotechnical services, surveying, engineering, and administrative assistance involved in preparation of plans, specifications, contract documents in connection with the completion of the sanitary sewer system and lift stations between the Wood Hill sewage lift station and the connection of the system to the City of Gig Harbor sewage treatment plant.

Additional services which may be provided on an as-needed basis include the following:

1. Engineering, surveying and administrative assistance related to easement and right-of-way acquisition.
2. Studies, calculations, drawings, extraordinary information which may be required by the Department of Ecology.
3. Inspection beyond basic services.
4. U.L.I.D. Administration and costs spreads.

ATTACHMENT "B"  
 PROFESSIONAL SERVICES AGREEMENT  
 U.L.I.D. NO. 3  
 GIG HARBOR NORTH SEWERS  
 APRIL 8, 1992

FILE: GHSEWER  
 Estimated by: THS  
 Date: 04/08/92

ENGINEERING SERVICES ESTIMATE

Sitts & Hill Engineers Inc.  
 2901 South 40th Street  
 Tacoma, Washington 98409  
 (206) 474-9449

PROJECT:

Description: Rates )	Principal	Engineer	Draft	Tech	Computer	Mileage	Other (\$)	Total (\$)
Hours )	\$91.00	\$63.00	\$45.00	\$48.00	\$20.00	\$0.25	-----	-----
1. Schematic design, design development	0	50	16	0	0	0	\$0.00	\$3,870.00
2. Complete design of Woodhill to 15 inch sewer	12	104	104	0	0	0	\$0.00	\$12,324.00
3. Working drawings and specifications, 15 inch sewer to sewage treatment plant	24	192	192	0	0	0	\$0.00	\$22,920.00
4. Final working drawings and submittals	16	132	128	0	0	0	\$0.00	\$15,532.00
5. Services during bidding phase	8	80	0	40	0	0	\$0.00	\$7,688.00
6. Basic services during construction	40	248	0	40	0	0	\$0.00	\$21,184.00
7. Topographic survey.(see attached estimate)	0	0	0	0	0	0	\$21,300.00	\$21,300.00
8. Geotechnical borings. (Grover Way, P.E., proposal attached)	0	0	0	0	0	0	\$3,000.00	\$3,000.00
9. Easements and right of way coordination	32	48	0	0	0	0	\$0.00	\$5,936.00
10. Extraordinary costs related to permits and D.O.E. requirements	16	56	24	0	0	0	\$0.00	\$6,064.00
11. Extra inspection and contract administration	24	96	0	40	0	0	\$0.00	\$10,152.00
12. U.L.I.D. administration, final spread of cost	16	56	0	0	0	0	\$0.00	\$4,984.00
13.	0	0	0	0	0	0	\$0.00	\$0.00
14.	0	0	0	0	0	0	\$0.00	\$0.00
<b>Total Hours</b>	<b>188</b>	<b>1062</b>	<b>464</b>	<b>120</b>	<b>0</b>	<b>0</b>	<b>-----</b>	<b>-----</b>
<b>Total Dollars</b>	<b>17108.00</b>	<b>66906.00</b>	<b>20980.00</b>	<b>5760.00</b>	<b>0.00</b>	<b>0.00</b>	<b>\$24,300.00</b>	<b>\$134,954.00</b>
	<b>Total Man Hours</b>		<b>1834</b>		<b>Grand Total Dollars</b>			<b>\$134,954.00</b>

General Notes:



PROFESSIONAL SERVICES AGREEMENT

File: GIGSEWER  
 Estimated by: RNE  
 Date: 2/24/92

Topographic Survey Estimate Sheet

Sitts & Hill Engineers Inc.  
 2901 South 40th Street  
 Tacoma, Washington 98409  
 (206) 474-9449

Project: Profile and Cross Section Burnham Drive for the City of Gig Harbor.

Description: Rates } Hours )	L.S.	Crew(1)	Crew(2)	Draft	Tech	Computer	Vehicle	EDM	Other (\$)	Total (\$)
1. Research General and Utilities	0	0	0	0	12	0	0	0	\$0.00	\$648.00
2. Traffic Control	0	96	0	0	0	0	96	0	\$0.00	\$4,224.00
3. Primary Horz. Control ± 7,000 LF of Random Traverse	0	0	12	0	0	0	12	12	\$0.00	\$1,176.00
4. Secondary Horz. Control Tie in Monuments and Property Corners	0	0	4	0	0	0	4	4	\$0.00	\$392.00
5. Primary Vert. Control Set TBM's at 500' intervals	0	0	16	0	0	0	16	0	\$0.00	\$1,328.00
6. Secondary Vert. Control Manholes, Catch Basins & Culverts	0	0	8	0	0	0	8	0	\$0.00	\$664.00
7. Establish Centerline 100' Stations, PC's & PT's	0	0	8	0	0	0	8	8	\$0.00	\$784.00
8. Cross Sections 6,000 LF on 100' Stations	0	0	32	0	0	0	32	32	\$0.00	\$3,136.00
9. Utility Investigation	0	0	16	0	0	0	16	0	\$0.00	\$1,328.00
10. Reduce Notes	0	0	0	0	16	16	0	0	\$0.00	\$1,184.00
11. Draft Hardcopy	0	0	0	0	32	32	0	0	\$0.00	\$2,368.00
12. Draft Final Map	0	0	0	16	0	16	0	0	\$0.00	\$1,120.00
13. Contours	0	0	0	0	16	16	0	0	\$0.00	\$1,184.00
14. Check and Finalize	2	0	0	8	24	0	0	0	\$0.00	\$1,828.00
<b>Total Hours</b>	<b>2</b>	<b>96</b>	<b>96</b>	<b>24</b>	<b>100</b>	<b>80</b>	<b>192</b>	<b>56</b>	<b>-----</b>	<b>-----</b>
<b>Total Dollars</b>	<b>\$132.00</b>	<b>\$3,744.00</b>	<b>\$7,488.00</b>	<b>\$1,200.00</b>	<b>\$5,400.00</b>	<b>\$1,600.00</b>	<b>\$960.00</b>	<b>\$840.00</b>	<b>\$0.00</b>	<b>\$21,364.00</b>
<b>Total Man Hours</b>					<b>606</b>	<b>Grand Total Dollars</b>				<b>\$21,364.00</b>

General Notes:

ATTACHMENT "C"

PROFESSIONAL SERVICES AGREEMENT  
 U.L.I.D. NO. 3  
 GIG HARBOR NORTH SEWERS  
 CONSULTANT FEE DETERMINATION - SUMMARY  
 APRIL 8, 1992

The specific services are outlined below, together with anticipated costs.

BASIC SERVICES (LUMP SUM)

1. Schematic design and design development:	=	\$ 3,800.00
2. Complete the design of the Wood Hill to 15-inch sanitary sewer section:	=	\$ 12,300.00
3. Working, drawings and specifications, 15-inch sanitary sewer to the sewage treatment plant:	=	\$ 23,000.00
4. Final working drawings and submittals:	=	\$ 15,500.00
5. Services during Bidding Phase:	=	\$ <u>7,600.00</u>
Subtotal for Basic Services	=	\$ 62,200.00
6. Basic construction services:	=	\$ <u>21,000.00</u>
<b>TOTAL LUMP SUM BASIC SERVICES</b>	=	\$ <b>83,200.00</b>

SPECIAL SERVICES (LUMP SUM)

1. Topographic route survey:	=	\$ 21,300.00
2. Geotechnical borings (Grover Way, P.E.):	=	\$ <u>3,000.00</u>
<b>TOTAL LUMP SUM SPECIAL SERVICES</b>	=	\$ <b>24,300.00</b>
<b>TOTAL LUMP SUM SERVICES</b>	=	\$ <b>107,500.00</b>

9%

SPECIAL SERVICES (SUGGESTED BUDGET AMOUNTS)

1. Easements and right of way coordination:	=	\$ 6,000.00
2. Extraordinary costs related to permits/ Department of Ecology requirements:	=	\$ 6,200.00
3. Extra inspection, contract administration:	=	\$ 10,000.00
4. U.L.I.D. administration, final spread of costs:	=	\$ <u>5,000.00</u>
<b>TOTAL SPECIAL SERVICES</b>	=	\$ <b>27,200.00</b>
<b>GRAND TOTAL ALL SERVICES</b>	=	\$ <b>134,700.00</b>



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145

GIG HARBOR, WASHINGTON 98335

(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCILMEMBERS  
FROM: BEN YAZICI, DIRECTOR OF PUBLIC WORKS *BY*  
RE: HARBORVIEW DRIVE OVERLAY PROJECT  
CONSTRUCTION CHANGE ORDER  
DATE: APRIL 9, 1992

During trench excavation for the Harborview Drive Overlay Project / Storm Drainage Improvements, we discovered that the excavated material needed to be replaced with imported material in order to obtain a reasonable life expectancy from this project. These unforeseen circumstances resulted in a Construction Change Order in the estimated amount of \$12,000.

The reason for replacement of the material was the excavated soil was mostly clay, and could not be reused and obtain the necessary 95% compaction. The estimated cost for the hauling out and replacing the material was approximately \$12,000.

After reviewing our options with the City Administrator and Public Works Committee members, I instructed the Contractor to proceed with the Change Order.

#### RECOMMENDATION

I am requesting a Council Motion for approval of the enclosed Construction Change Order in the estimated amount of \$12,000.



GENERAL CONTRACTORS

**WOODWORTH & COMPANY** INC.

April 9, 1992

Gig Harbor Public Works  
ATTN: BEN YAZICI  
P.O. Box 145  
Gig Harbor, WA 98335

Subject: Harborview Drive Improvements  
Woodworth Contract 3683

As per our conversation, Woodworth & Company is pleased to submit the following proposal for additional work on the above-referenced project. Our scope of work is as follows:

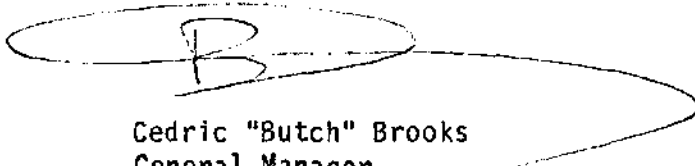
Dispose of unsuitable trench excavation and replace with imported trench backfill.

Anticipated Quantity 1000 C.Y. @ \$12.00 = **\$12,000.00**

*If you have any questions, please call.*

Sincerely,

WOODWORTH & COMPANY, INC.



Cedric "Butch" Brooks  
General Manager

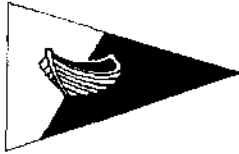
CJB:bi (2249)



1200 East D Street / Tacoma, Washington 98421 / Tacoma (206) 383-3585 / Seattle (206) 838-9090 / FAX 572-8648



"Industry Leaders Since 1921"



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL  
FROM: BEN YAZICI, PUBLIC WORKS DIRECTOR *BY*  
DATE: APRIL 9, 1992  
RE: COMPREHENSIVE WATER PLAN

Attached for your review and approval is the Professional Services Contract for Gray and Osborne, Inc. to update the City of Gig Harbor's Comprehensive Water Plan.

The current Comprehensive Water Plan was completed in 1984, and the city has been implementing the elements of this plan since then. This plan addressed only the water issues within city limits and not those in areas located in the urban planning area.

The objective of updating the Comprehensive Water Plan is not only to comply with the Health Department requirements, but also to address the urban water planning area issues. This would allow identification of the necessary improvements needed in those areas and through the annexation process, those improvements could be implemented.

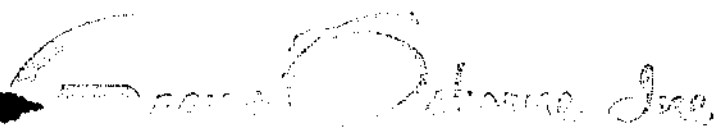
I have picked two firms from our small works roster; Gray & Osborne, Inc. and Consouer, Townsend and Associates. Attached are their proposals. Mark and I reviewed the proposals and concluded that Gray & Osborne's proposal better meets the project's objectives at a lower cost than Consouer & Townsend.

Gray & Osborne is currently working on the city Treatment Plant Expansion Project. Their forte is design of treatment plants and comprehensive water plans. They are flexible and have been very responsive to our needs.

#### RECOMMENDATION

I recommend a Council Motion to approve the attached Professional Services Agreement with Gray & Osborne, Inc. to update the Comprehensive Water Plan, at a cost not to exceed \$28,000, and to authorize the Mayor to sign the contract.

Serving Municipalities



CONSULTING ENGINEERS

701 Dexter Ave. N., Ste. 200 • Seattle, Washington 98109 • 206-284-0860  
Tel. Fax 206-283-3206  
4812 - 112th Street S.W. • Tacoma, Washington 98499 • 206-582-2663  
107 South 3rd Street • Yakima, Washington 98901 • 509-453-4833

REPLY TO SEATTLE OFFICE

March 23, 1992

Mr. Ben Yazici, P.E.  
Public Works Director  
City of Gig Harbor  
3105 Judson Street  
P.O. Box 145  
Gig Harbor, WA 98335

SUBJECT: PROPOSAL FOR COMPREHENSIVE WATER SYSTEM PLAN, CITY  
OF GIG HARBOR, WASHINGTON; G&O #99925.63

Dear Mr. Yazici:

We are pleased to respond to your request to provide services to update your water system plan. Gray & Osborne has had extensive experience in preparing comprehensive water system plans and has also done planning, design and construction management of the full range of water system follow-on projects evaluated or proposed in these plans. We feel strongly that the planner must have this experience to be able to prepare a workable plan.

Our recent work includes preparation of comprehensive plans for Lynnwood, Long Beach, Milton, King County Water District No. 19, Alderwood Water District, Mukilteo, and Silver Lake Water District, as well as Fort Lewis. We utilized the Kentucky Pipes and Waterworks software and our computer-aided design facilities in preparing these plans.

We are eager to work with the City of Gig Harbor on this interesting project. We are prepared to update your 1986 comprehensive water plan to meet the current requirements of the State Department of Health "Drinking Water Regulations," WAC 246-290, dated April 1991, for a cost not to exceed \$28,000. This cost includes ten (10) final copies of the revised plan. Additional copies will be billed based on printing costs.

We hope this proposal is responsive to your needs, and that we may have the opportunity to present our interest and qualifications for this work to you in person. Please call if you have any questions.

Very truly yours,

GRAY & OSBORNE, INC.

*Paul A. Johanson for*

Tony Vivolo, P.E.

TV/beb  
Encl.

**CITY OF GIG HARBOR  
COMPREHENSIVE WATER SYSTEM PLAN**

**CHAPTER 1 - BASIC PLANNING DATA**

Authority and purpose

Background

Related planning documents

**SECTION 1: FUTURE SERVICE AREA**

Map of existing and future service areas

Adjacent water purveyors

(Written agreements with adjacent purveyors in Appendix)

Rationale/criteria for boundaries and future service area

**SECTION 2: SERVICE AREA CHARACTERISTICS**

History: growth, trends, water supply, response

Related plans: list, summarize

Geography, topography, major factors

**SECTION 3: SERVICE AREA POLICIES**

List of policies (ordinances, resolutions, etc.)

Summary

**SECTION 4: FUTURE GROWTH**

Land use

patterns, map (existing and future)

zoning policies

growth trends (including HB2929 discussion)

land use plans, effects, projections (10-20 years)

type of development

amount

location

timing

population  
chart  
forecasting technique

## SECTION 5: FUTURE WATER DEMAND

Assess existing consumption

by use category

average and peak flows

daily flow data, 3 years of highest use months

system losses (source vs. connections)

Conservation: existing, proposed plans

Calculation of future demand

assumptions

by use category

fireflow demands

maximum instantaneous demands and average daily (5, 10 and 20  
year planning period)

map showing high demand areas

## CHAPTER 2: SYSTEM ANALYSIS

### SECTION 6: PERFORMANCE AND DESIGN CRITERIA

Criteria: list and discuss application

water quality (MCLs, Cl<sub>2</sub> residual, corrosion control)

average and maximum daily demand

flow rates

fireflow and storage requirements

pressure zones, pressures

minimum pipe and hydrant sizes

(Standard construction specs for extensions in Appendix)



**SECTION 7: INVENTORY OF EXISTING SYSTEM**

Historical development

By group of functional components

list source, storage, transmission facilities and capacities

described functions and controls

relationships among components

assess effectiveness

schematic hydraulic profile

Evaluate recent improvements including interties

**SECTION 8: FIRE FLOW**

List standards utilized and source together with recommended changes

Fire flow to be related to growth or changing land use

Map showing Department of Health "development classifications" and previous City designation similar to sections 4 or 5

rural: lots > 1 acre

residential: < 1 acre, multi-family < 4,000 square feet, mobile homes

commercial/multi-family

industrial and schools

Summarize future needs and recommendations

**SECTION 9: HYDRAULIC ANALYSIS**

Computer analysis, description, methodology (Kentucky Pipes and Waterworks)

Hydrant flow and pressure data (verify)

methodology

assumptions

pressure limitations

scenarios considered

field verification/calibration

*identify system deficiencies*

Map of network

Summary of results

## SECTION 10: WATER RESOURCES

Source status:

*identify and describe watersheds, sources, and intakes including adjacent purveyors*

*identify and describe existing wells*

*verify source availability for existing and future demands*

*discuss and project other user demands*

List water resource studies or plans

Identify potential contamination, health effects, pathway, impacts

Assess water rights

*chart of status of water rights*

*pending legal actions*

*identify needs and consider reservations*

## SECTION 11: WATER QUALITY

Discuss the impacts and requirements of the Safe Drinking Water Act amendments of 1986

Source:

*compare existing water quality data with standards*

*discuss future health impacts*

*monitoring and control criteria*

Produced water:

*chart summarizing data for last 5 years*

*compare with standards*

*past and future problems and remedial action*

Interties

*Problems: how addressed*

**SECTION 12: SUMMARY OF SYSTEM DEFICIENCIES**

Summarize previously identified needs

Prioritize source, storage, transmission and distribution system needs

Relate to health effects

**CHAPTER 3: IMPROVEMENTS**

**SECTION 13: IDENTIFICATION OF IMPROVEMENTS**

List needed improvements, source, storage, transmission and distribution

City of Gig Harbor and North Gig Harbor

construction and operation and maintenance

studies or programs

Identify alternatives: new source, improve/expand source, increase storage, purchase, new transmission lines distribution system modifications

Evaluate alternatives

Describe and justify recommended alternatives

Map showing location and sizing of proposed improvements

**SECTION 14: SCHEDULING OF IMPROVEMENTS**

Improvement schedule (two 5-year increments) based on the following criteria:

growth - additional source or storage

fixed dates - replacement, correction of problems, studies, mandates

financial priority - based on financing availability

Chart summarizing improvement schedule

**SECTION 15: FINANCIAL PROGRAM**

Financial framework

major facilities - thorough evaluation

critical facilities - specific arrangements

non-facilities - studies and programs, specific arrangements

timing - thorough 1st 5 years, general 2nd 5 years

location - more thorough inside existing service area boundaries and more specific for source and storage

#### Elements

past and present financial status

- 5 years operating income and expenses of the water utility
- annual indebtedness
- O&M expenses
- replacement funds
- major appropriations

available revenue sources

- investment funds
- billing revenue
- assessments, fees
- general obligation and revenue bonds
- grants and loans
- developer extensions
- user charges/connection charges

allocation of revenue sources

program justification - assessment of ability to raise revenue;  
identify inflation rate, interest rate, bonding limit, grant eligibility  
assumptions

rates: current, impact of improvements, rate changes

#### CHAPTER 4: OPERATIONS PROGRAM (IN APPENDIX)

Required by WAC; based on existing operations program included in 1986  
report

System responsibility and authority

- organization chart

- major responsibilities for each position

- certification requirements and how met

System operation and control

- identify major components

- map

- describe operation

- alternate modes

routine operation - startup and shutdown, safety, recordkeeping

preventative maintenance - tasks, frequency, inspection

inventory

- equipment, supplies, chemicals
- service reps, suppliers
- manufacturer's technical specifications
- stocks needed

Water quality monitoring

routine procedures

- location of sampling points
- how selected
- responsible persons
- number and frequency of sampling
- laboratory

violation procedures

Emergency response program

call-up list: priority personnel, titles, numbers, responsibilities, expertise

vulnerability analysis: emergency situations, system weaknesses

contingency plan: for each major, vulnerable facility

Cross-connection control program

authority

responsibilities

procedures for identification and elimination

information on file

**CHAPTER 5: SUPPORTIVE DOCUMENTS**

SEPA Checklist

Satellite system management

Agreements

Comments from affected entities

Standard Construction Specifications

Conservation Plan

City of Gig Harbor  
Public Works Department

PROFESSIONAL SERVICES AGREEMENT

Gig Harbor Project No. \_\_\_\_\_

Client/Project: City of Gig Harbor / Comprehensive Water System Plan

A. Parties

This Agreement is between Gray & Osborne, Inc., hereinafter referred to as "Consultant" and the City of Gig Harbor, P.O. Box 145, Gig Harbor, Washington 98335, hereinafter referred to as the "City".

B. Services

As described in Attachment 'A'.

C. Completion

The compensation for these services to be paid to Consultant will be on a monthly basis. An estimate of expenditures is included as "Attachment C".

The compensation for these services will not exceed Twenty-Eight Thousand & no/100 (\$ 28,000.00 ).

Project shall be completed by December, 1992.

In the event services beyond those specified in the Scope of Work and those not included in the compensation above are required, Consultant shall submit a fee estimate for such services, and a contract modification shall be negotiated and approved in writing by the City prior to any effort being expended on such services. If the City does not approve the contract modification in writing, the City will not pay the extra compensation.

D. Start-Up

This proposal becomes an agreement on execution by duly authorized representatives of Consultant and the City.

Project start-up shall be within Ten days from the receipt

Page 2

of a fully executed copy of this agreement.

E. Changed Rates

Where hourly rates serve as the basis for a fee, they shall be subject to change annually to reflect changes in consultant salary levels. Such changes shall not affect the maximum compensation for services as set forth under Paragraph C.

F. Attachments

The following attachments are part of and applicable to this Agreement:

- A. Description of Services
- B. Project Manhour Estimates
- C. Consultant Fee Determination - Summary Sheet

G. Termination

1. Termination for Cause

If, through any cause, the Engineer shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Engineer shall violate any of the covenants, agreements, or stipulations of the Agreement, the City will thereupon have the right to terminate this Agreement by giving written notice to the Engineer of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Engineer shall, at the option of the City, become its property; and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. All finished documents shall contain the Engineer's registration stamp or seal. Notwithstanding the above, the Engineer shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Engineer; and the City may withhold reasonable amounts of the payments to the Engineer for the purpose of setoff until such time

as the exact amount of damages due the Owner from the Engineer is determined.

2. Termination for Convenience of Owner

The City may terminate this Agreement at any time by a notice in writing from the City to the Engineer. In that event, all finished or unfinished documents and other materials as described herein shall, at the option of the City, become its property. All finished documents shall contain the Engineer's registration stamp or seal. If the Agreement is terminated by the City as provided herein, the Engineer shall be paid an amount which bears the same ratio of the total compensation as the services actually performed bear to the total services of the Engineer covered by this Agreement; provided, however, that if less than sixty percent (60%) of the total services covered by this Agreement have been performed upon the effective date of such termination, the Engineer shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this Agreement) incurred by the Engineer during the Agreement period which are directly attributable to the uncompleted portion of the services covered by this Agreement.

H. Schedule of Payments

An invoice shall be submitted by the Engineer to the City, along with any necessary supporting invoices, etc.

The City shall promptly review the billing upon receipt and if approved by the City, shall promptly process it for payment utilizing the City's normal billing process. The City agrees to make payment promptly, as invoiced for services and costs for work performed to the City's satisfaction. The City shall pay no interest on unpaid invoices provided such invoices are being processed in accordance with the provisions of this contract, or on amounts shown on an invoice that are not agreed to by the City. Otherwise, if an invoice is unpaid without reason or compliance with the provisions of this agreement for more than 50 days from the date of receipt of the invoice by the City, the City shall pay interest at the rate of one percent per month on the unpaid balance of such interest.



Page 4

I. Ownership of Documents

Drawings, specifications, reports, programs, manuals, or other documents prepared by Consultant under this Agreement shall become the property of the City and shall be transferred to City Hall at the termination of this Agreement. Consultant will be held liable for reuse of these documents or specifications for any other project without the express written permission of City.

J. Equal Opportunity Employment

Consultant shall comply with all federal regulations pertaining to Equal Opportunity Employment. Consultant hereby guarantees the City that Consultant is in compliance with all state and federal regulations concerning minority hiring. It is hereby guaranteed that Consultant's policy to assure that applicants are employed and that employees are treated equally during employment without regard to race, religion, sex, age, color or national origin. Such action includes employment recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training or tuition assistance.

K. Insurance

Consultant shall provide and maintain, during the term of this contract, the following insurance coverage:

<u>Type</u>	<u>Amount</u>
1. Workers Compensation	Statutory
2. Professional Liability (errors & omissions)	\$ 500,000
3. General Liability	\$1,000,000
4. Automobile Liability	
Personal injury, per person	\$ 500,000
Personal injury, each accident	\$1,000,000
Property damage	\$ 500,000

Consultant shall provide the City with certificates of insurance prior to commencing work.

L. Expenses

Expenses shall be those costs incurred on, or directly for the City's project, including, but not limited to necessary transportation costs including mileage at the consultant's current rate for automobile usage, meals and lodging, laboratory tests and analyses, computer services, memory typewriter services, telephone, printing, binding charges and technical or professional services provided by firms employed by the Consultant. Reimbursement for those expenses shall be on the basis of actual charges plus an additional 10 percent (10%) for the Consultant's administrative costs when furnished by commercial sources, and on the basis of usual commercial charges when furnished by the Consultant.

M. Cost Estimates

Any cost estimate provided by the Consultant will be on the basis of experience and judgment, but since the Consultant has no control over market conditions or bidding procedures, the Consultant cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.

N. Professional Standards

The Consultant shall be responsible for the professional and technical soundness, accuracy and adequacy of all designs, drawings, specifications, and other work and materials furnished under this Agreement, to the level of competency presently maintained by other practicing professional engineers in the same type of work in the City's community. The Consultant makes no other warranty, express or implied.

O. Indemnification

In performing the work under this contract, the Consultant agrees to indemnify, defend and hold the City, its elected or appointed officials and employees harmless from any and all claims for injury or damage to persons or property, including city property, and also from and against all claims, demands and causes of action of every kind and character, including claims by Consultant's employees from which Consultant might otherwise have immunity under Title 51 RCW, the State Workman's Compensation Act, arising directly or indirectly or in any way incident to, in connection with or arising from any negligent and/or malicious or intentional tortious conduct on the part of the

Page 6

Consultant, its agents, employees, representatives or subcontractors, its agents, employees, or representatives in their performance of this contract, excluding the sole negligence of the City.

Accepted and Signed this 7 day of April, 1992.

Consultant

By *[Signature]* Title *Vice President - Const & Program*

Accepted and Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

City of Gig Harbor

By \_\_\_\_\_ Title Mayor  
Gretchen Wilbert

ATTEST:

\_\_\_\_\_  
Mark E. Hoppen  
City Administrator

**ATTACHMENT "A"**

**CITY OF GIG HARBOR  
COMPREHENSIVE WATER SYSTEM PLAN**

**CHAPTER 1 - BASIC PLANNING DATA**

Authority and purpose

Background

Related planning documents

**SECTION 1: FUTURE SERVICE AREA**

Map of existing and future service areas

Adjacent water purveyors

(Written agreements with adjacent purveyors in Appendix)

Rationale/criteria for boundaries and future service area

**SECTION 2: SERVICE AREA CHARACTERISTICS**

History: growth, trends, water supply, response

Related plans: list, summarize

Geography, topography, major factors

**SECTION 3: SERVICE AREA POLICIES**

List of policies (ordinances, resolutions, etc.)

Summary

**SECTION 4: FUTURE GROWTH**

Land use

patterns, map (existing and future)

zoning policies

growth trends (including HB2929 discussion)

land use plans, effects, projections (10-20 years)

type of development

amount

location

timing

population  
chart  
forecasting technique

## SECTION 5: FUTURE WATER DEMAND

Assess existing consumption

by use category

average and peak flows

daily flow data, 3 years of highest use months

system losses (source vs. connections)

Conservation: existing, proposed plans

Calculation of future demand

assumptions

by use category

fireflow demands

maximum instantaneous demands and average daily (5, 10 and 20  
year planning period)

map showing high demand areas

## CHAPTER 2: SYSTEM ANALYSIS

## SECTION 6: PERFORMANCE AND DESIGN CRITERIA

Criteria: list and discuss application

water quality (MCLs, Cl<sub>2</sub> residual, corrosion control)

average and maximum daily demand

flow rates

fireflow and storage requirements

pressure zones, pressures

minimum pipe and hydrant sizes

(Standard construction specs for extensions in Appendix)

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Historical development

By group of functional components

list source, storage, transmission facilities and capacities

described functions and controls

relationships among components

assess effectiveness

schematic hydraulic profile

Evaluate recent improvements including interties

## SECTION 8: FIRE FLOW

List standards utilized and source together with recommended changes

Fire flow to be related to growth or changing land use

Map showing Department of Health "development classifications" and previous City designation similar to sections 4 or 5

rural: lots > 1 acre

residential: < 1 acre, multi-family < 4,000 square feet, mobile homes

commercial/multi-family

industrial and schools

Summarize future needs and recommendations

## SECTION 9: HYDRAULIC ANALYSIS

Computer analysis, description, methodology (Kentucky Pipes and Waterworks)

Hydrant flow and pressure data (verify)

methodology

assumptions

pressure limitations

scenarios considered

field verification/calibration

identify system deficiencies

Map of network

Summary of results

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discuss and project other user demands

List water resource studies or plans

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chart of status of water rights

pending legal actions

identify needs and consider reservations

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Discuss the impacts and requirements of the Safe Drinking Water Act amendments of 1986

Source:

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monitoring and control criteria

Produced water:

chart summarizing data for last 5 years

compare with standards

past and future problems and remedial action

Interties



Problems: how addressed

## **SECTION 12: SUMMARY OF SYSTEM DEFICIENCIES**

Summarize previously identified needs

Prioritize source, storage, transmission and distribution system needs

Relate to health effects

## **CHAPTER 3: IMPROVEMENTS**

### **SECTION 13: IDENTIFICATION OF IMPROVEMENTS**

List needed improvements, source, storage, transmission and distribution

City of Gig Harbor and North Gig Harbor

construction and operation and maintenance

studies or programs

Identify alternatives: new source, improve/expand source, increase storage, purchase, new transmission lines distribution system modifications

Evaluate alternatives

Describe and justify recommended alternatives

Map showing location and sizing of proposed improvements

### **SECTION 14: SCHEDULING OF IMPROVEMENTS**

Improvement schedule (two 5-year increments) based on the following criteria:

growth - additional source or storage

fixed dates - replacement, correction of problems, studies, mandates

financial priority - based on financing availability

Chart summarizing improvement schedule

### **SECTION 15: FINANCIAL PROGRAM**

Financial framework

major facilities - thorough evaluation

critical facilities - specific arrangements

non-facilities - studies and programs, specific arrangements

timing - thorough 1st 5 years, general 2nd 5 years

location - more thorough inside existing service area boundaries and more specific for source and storage

#### Elements

past and present financial status

- 5 years operating income and expenses of the water utility
- annual indebtedness
- O&M expenses
- replacement funds
- major appropriations

available revenue sources

- investment funds
- billing revenue
- assessments, fees
- general obligation and revenue bonds
- grants and loans
- developer extensions
- user charges/connection charges

allocation of revenue sources

program justification - assessment of ability to raise revenue;  
identify inflation rate, interest rate, bonding limit, grant eligibility  
assumptions

rates: current, impact of improvements, rate changes

#### CHAPTER 4: OPERATIONS PROGRAM (IN APPENDIX)

Required by WAC; based on existing operations program included in 1986  
report

System responsibility and authority

- organization chart

- major responsibilities for each position

- certification requirements and how met

System operation and control

- identify major components

- map

- describe operation

- alternate modes

routine operation - startup and shutdown, safety, recordkeeping

preventative maintenance - tasks, frequency, inspection

inventory

- equipment, supplies, chemicals
- service reps, suppliers
- manufacturer's technical specifications
- stocks needed

Water quality monitoring

routine procedures

- location of sampling points
- how selected
- responsible persons
- number and frequency of sampling
- laboratory

violation procedures

Emergency response program

call-up list: priority personnel, titles, numbers, responsibilities, expertise

vulnerability analysis: emergency situations, system weaknesses

contingency plan: for each major, vulnerable facility

Cross-connection control program

authority

responsibilities

procedures for identification and elimination

information on file

## CHAPTER 5: SUPPORTIVE DOCUMENTS

SEPA Checklist

Satellite system management

Agreements

Comments from affected entities

Standard Construction Specifications

Conservation Plan

CITY OF GIG HARBOR  
 WATER COMPREHENSIVE PLAN PROPOSAL  
 COST ESTIMATE

TASK	Principal Engineer	Project Engineer	Design Engineer	Technician
Section 1 Future Service Area	1	8	8	8
Section 2 Service Area Characteristics	1	6	10	8
Section 3 Service Area Policies	1	10	8	0
Section 4 Future Growth	1	8	10	8
Section 5 Future Water Demand	1	10	20	8
Section 6 Performance and Design Criteria	1	10	8	0
Section 7 Inventory of Existing System	1	20	10	10
Section 8 Fireflow	1	8	10	0
Section 9 Hydraulic Analysis	4	18	30	20
Section 10 Water Resources	1	10	10	4
Section 11 Water Quality	2	8	16	4
Section 12 Summary of System Deficiencies	3	16	8	8
Section 13 Identification of Improvements	2	10	12	10
Section 14 Scheduling of Improvements	2	8	10	8
Section 15 Financial Program	2	16	20	0
Operations Program	1	10	20	8
SEPA	0	4	8	0
Conservation Plan	1	10	12	0
Total Manhours	26	190	230	104
Est'd Wage	\$33.50	\$24.50	\$18.00	\$13.00
Salary Cost	871	4,655	4,140	1,352
Total Direct Salary Cost				11,018
Indirect Cost (121%)				<u>13,332</u>
Subtotal				24,350
Fixed Fee (15%)				<u>3,652</u>
TOTAL				<u>\$28,002</u>

ENGINEERING  
PLANNING  
MANAGEMENT

April 3, 1992

Mr. Ben Yazici, City Engineer  
City of Gig Harbor  
P. O. Box 145  
Gig Harbor, Washington 98335

733 MARKET STREET

Dear Mr. Yazici:

This will confirm our meeting of February 26, 1992 at which time we offered our qualifications and proposal to prepare the Comprehensive Water Plan Update for Gig Harbor for a fee of approximately \$35,000. This fee was conditioned upon performing both the Water and Sewer Plans concurrently.

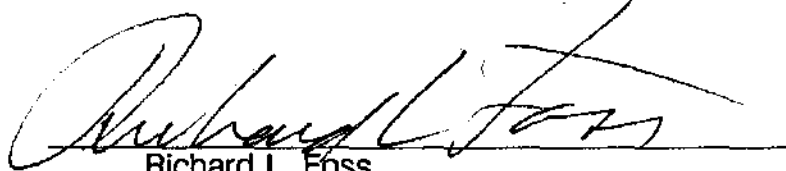
SUITE 500

If you have any further questions, please call.

Very truly yours,

TACOMA, WA 98402

CONSOER, TOWNSEND & ASSOCIATES, INC.



Richard L. Foss

FAX 206/572-8886

206/572-9850



C O N S O E R  
T O W N S E N D  
&  
A S S O C I A T E S

## CITY OF GIG HARBOR

### Water Comprehensive Plan information and Questions

I believe we can accomplish the update to Gig Harbor's Comprehensive Water Plan at relatively little expense if the following is all that is needed:

1. Use the existing write up as provided by KCM in the 1986 Update.
2. Only change the minimum information needed to bring it up to 1992.

If we get an okay for Item No. 1, Item No. 2 will require the following:

1. New vicinity maps with changes in City boundaries and potential service areas. Included will be the interaction with private purveyors that serve the surrounding unincorporated area.
2. Review and revise growth assumptions, as needed. Use 1990 census and Pierce County Planning population projections. If P.C. does not have projections, we will have to provide them.
3. Review the City's annexation policy.
4. Review City agreements with private purveyors.
5. Recognize Pierce County's Water Coordination Plan and the Draft Gig Harbor Groundwater Management Plan.
6. Review Gig Harbor's and Pierce County's land uses in the service area, and prepare new map as needed.
7. Evaluate Gig Harbor's adherence to the 1986 Update for capital improvements completed, including pipeline additions, new storage and new supply.
8. Review Gig Harbor's water consumption figures.
9. Review Gig Harbor's compliance with water quality standards, and possible need for treatment for manganese.
10. Do a new hydraulic analysis. The existing analysis was done on KYPIPE. Ben would like to use AWWA's model if the cost is low enough.
11. Check their existing service area map and update as needed.
12. Evaluate current conditions relative to the Washington Survey and Rating Bureau Fireflow Recommendations. Provide new Pierce County fireflow requirements.
13. Evaluate System Capacity.
14. Review and Evaluate Gig Harbor's Water Utility financial program.
15. Review the Water System Operations Plan.
16. Prepare a new Environmental Checklist.



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

To: Mayor Wilbert and Council members *MB*  
From: Mark Hoppen, City Administrator  
Subject: Pierce County Aging and Long-term Care Agreement  
Date: 4/9/92

This contract is another use of the Bogue Building, which is used by the Chamber and WIC. The proposed use is compatible in terms of schedule and has been accepted by other users of the facility. The service is a valuable community service to a segment of our population which is in need.

As you will notice, this contract is akin to the WIC contract which you approved, same indemnity provisions, etc.

Recommendation: Move to approve the contract, which will then be presented to the potential lessee.

## RENTAL AGREEMENT

Between

Pierce County Aging and Long Term Care  
and  
The City of Gig Harbor

THIS AGREEMENT takes effect on April 1, 1992, between the City of Gig Harbor, a municipality, hereinafter called "Landlord", and the Pierce County Department of Aging and Long Term Care, hereinafter called "Tenant".

### I. PREMISES

This document sets forth an agreement by the Landlord, on the terms and subject to the conditions herein set forth, a portion of the real property located at 3125 So. Judson Street, Gig Harbor, Pierce County, Washington, as particularly described in Exhibits A and B.

### II. TERM

This Lease shall be for a term of one (1) year commencing at 12:01 a.m. on the first day of April, 1992, and ending at 11:59 p.m. on the 31st day of March, 1993, provided that the Tenant or Landlord may terminate this Lease at any time with or without cause by giving not less than sixty (60) days prior written notice to the other party to the Lease. The term of the lease may be extended through an Amendment signed by all parties.

### III. USER FEES

The Landlord agrees to allow the Tenant the use of the "Community Room" free of charge for the period specified while adhering to the terms and conditions set forth in this Agreement, including Exhibit C - "Rules Governing Use of the Community Room". No damage deposit is required under this Agreement.

### IV. USE OF PREMISES

The premises shall be used as a local site for the Department of Aging and Long Term Care Senior Case Management program. The Tenant agrees to abide by the



procedures established for use of the Bogue Building. The tenant will utilize the Community Room during the following hours:

Monday 1:00 p.m. - 4:30 p.m.  
Tuesday 9:00 a.m. - 4:30 p.m.  
Wednesday 8:30 a.m. - 4:30 p.m.  
Third Wednesday of each month: 6:30 p.m. - 9:30 p.m.

#### V. CARE OF PREMISES

The Tenant will use and occupy the premises for the provision of services for seniors and related activities and for no other activities. The Tenant accept the premises in their present condition and agrees to make no alterations without the Landlord's written consent.

The Tenant will keep the premises free of liens and encumbrances and at termination shall surrender the rented premises in as good a state and condition as reasonable use and wear and tear thereof will permit, damage by the elements or fire excepted.

The Landlord shall maintain in good condition and repair the interior and exterior building premises which the Tenant is not required to make.

#### VI. UTILITIES, CUSTODIAL SERVICES, AND MAINTENANCE

The Landlord shall make all arrangements for and pay for all utilities, excluding telephone service. The Landlord will ensure regular custodial and maintenance services.

#### VII. TAXES

The Landlord shall pay promptly as the same become due, all property taxes levied against the property and special assessments levied and assessed against the premises.

#### VIII. SUBLETTING

Neither this Agreement nor any right hereunder may be assigned, transferred, encumbered or sublet in whole or in part by Tenant or by operations of law or otherwise, without Landlord's prior written consent.

IX. LANDLORD'S ACCESS TO PREMISES

The Landlord may inspect the premises at all reasonable time and may enter the same for the purpose of inspecting, repairing, altering, or improving the same but nothing herein shall be construed as imposing any obligation on Landlord to perform any such work, unless otherwise obligated to do so hereunder.

X. SIGNS, EQUIPMENT, AND FIXTURES

The Tenant shall have the right to install, maintain, and operate such signs and equipment as approved by the Landlord on the premises for the purpose of providing and/or advertising services. Tenant may install in the premises such equipment as is customarily used for provision of senior services on the premises upon approval of the Landlord.

Upon the expiration or sooner termination of this Agreement, Tenant shall, at its expense, remove from the premises all such signs, fixtures, and equipment and all other property of the Tenant, and shall repair any damage to the premises occasioned by such removal.

XI NOTICES

Any notice, demand, request, consent, approval, or other communication under this Agreement shall be in writing and shall be sent by United States registered or certified mail.

Landlord's Notice Address:       City Administrator  
  City of Gig Harbor  
  P.O. Box 145  
  Gig Harbor, WA 98335

Tenant's Notice Address:         Director  
  Aging and Long Term Care  
  8811 So. Tacoma Way  
  Tacoma, WA 98499

XII. ATTORNEY'S FEES AND COSTS

If either party shall bring suit to procure an adjudication of the termination of their rights or liabilities hereunder, or alternatively, to enforce the provisions of this lease,, and a judgment is so entered, the prevailing party shall be

entitled to have and recover from the other party reasonable attorney's fees and costs included in any judgment or decree entered in such suit.

XIII. NO WAIVER OR COVENANTS/NON-WAIVER OF BREACH

It is agreed that all of the covenants required to be performed hereunder shall be deemed to be continuing. The failure of either party to insist upon strict performance of any of the covenants of this Agreement shall not be construed to be a waiver or relinquishment of any such covenants, but the same shall be and remain in full force and effect.

XIV. GOVERNING LAW/CONFLICTING PROVISIONS

This Agreement is governed by and interpreted in accordance with the laws of the State of Washington. In the event of an inconsistency in the terms and conditions contained in this Agreement, nothing contained herein shall be construed as giving precedence to provisions of this Agreement over any provision of law.

XV. INDEMNIFICATION

Tenant covenants and agrees to indemnify, defend, and hold harmless the Landlord, its officers, agents, and employees from and against any and all claims, actions, damages, liability, cost, and expense, including reasonable attorney's fees, in connection with or occasioned, in whole or in part by any act or omission of Tenant, its officers, agents, employees, customers, or licensees, or arising from or out of Tenant's failure to comply with any provision of this Agreement, regardless of whether it is alleged or proven that the acts or omissions of Landlord, its officers, agents, or employees caused or contributed thereto. With respect to the performance of this Agreement and as to claims against Landlord, its officers, agents, and employees, the Tenant expressly waives its immunity under Title 51 of the Revised Code of Washington for injuries to its employees and agrees that the obligation to indemnify, defend, and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the Tenant. This waiver was mutually negotiated by the parties. This indemnity provision shall not apply in the event any acts or omissions of the Landlord were the sole cause of any such damage or injury. This provision of the Agreement shall survive the termination or cancellation of

the Agreement.

#### XVI. LIABILITY INSURANCE

Tenant at its sole cost and expense shall maintain in full force and effect during the term of this Lease comprehensive public and professional liability and property damage insurance or self-insurance, covering any and all claims for injury or death of persons and loss of or damage to property incurring in, on, or about the premises, with a combined single limit of not less than One Million Dollars (\$1,000,000). All such insurance shall contain a provision requiring thirty (30) days written notice to both parties before cancellation or change in the coverage, scope, or amount of any such policy. Landlord shall be a named insured on said policy.

#### XVII. COMPLIANCE WITH APPLICABLE LAWS

The Tenant agrees that in the activities conducted upon said premises, Tenant will comply with all applicable laws, rules, regulations, and ordinances of every governmental agency or body whose authority extends to the control of the use of leased premises and/or the business to be conducted on said premises.

#### XVIII. DAMAGE BY CASUALTY

The Landlord and the Tenant hereby expressly waive their right of subrogation against the other party and waive their entire claim of recovery against the other party for loss, damage, or injuries from fire or other casualty, included in the extended coverage insurance endorsement, whether due to the negligence of any of the parties, their agents, employees, or otherwise.

#### XIX. REVISIONS, TERMINATION, AMENDMENTS

Either party may terminate this Agreement without cause upon not less than sixty (60) days written notice. Either party may request changes, revisions, or extensions to the Agreement. Such changes shall be incorporated by written amendment signed by both parties.

#### XX. ALL WRITINGS CONTAINED HEREIN

This Agreement constitutes the complete terms and conditions agreed upon by the parties. No other understanding, oral or

otherwise regarding the subject matter of this Agreement shall exist, but if found to exist, shall not be binding upon the parties unless in writing and signed by both parties.

In witness whereof, the parties hereto have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 1992.

\_\_\_\_\_  
Tom Hilyard, Executive Director  
Pierce County Human Services

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Pierce County Office of Prosecuting  
Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gretchen A. Wilbert, Mayor  
City of Gig Harbor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Mark E. Hoppen  
City Administrator/Clerk



EXHIBIT A

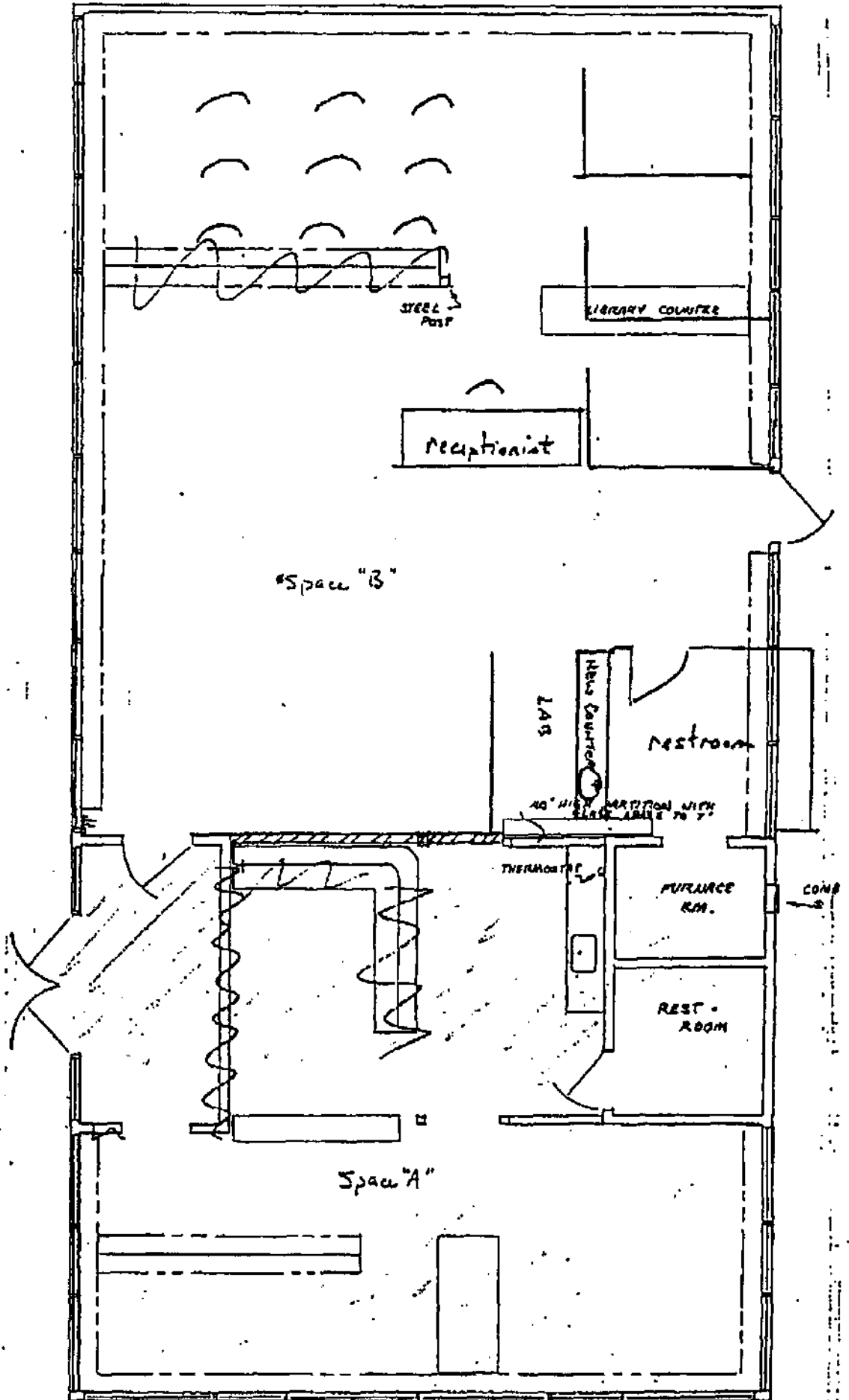
*City of Gig Harbor. The "Maritime City."*

3105 JUDSON STREET • P.O. BOX 145  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

LEGAL DESCRIPTION

A tract of land in Section 8, Township 21 North, Range 2 East W.M. in the town of Gig Harbor, Washington, described as follows: Commencing at the intersection of the center lines of Pioneer Way and Judson Street, and thence South 89° 56' 50" East 213.10 feet; thence North 1° 00' 31" East 30.0 feet to the North side of Judson Street and the true point of beginning; thence South 89° 56' 50" East 85.20 feet; thence North 1° 00' 31" East 90.0 feet; thence North 89° 56' 50" West 41.74 feet; thence South 38° 01' 40" West 72.20 feet; thence South 1° 00' 31" West 33.08 feet to the true point of beginning, and being situated in the county of Pierce, state of Washington.

EXHIBIT B



EXIST

RULES GOVERNING USE OF THE COMMUNITY ROOM

*Bogue Bldg*

1. Reservations for use of the public space shall be made through the Chamber of Commerce office; groups or organizations desiring to use the premises, shall be scheduled on the calendar.
2. Groups using the community room shall leave it in the same, or better, condition than when it was received: All garbage shall be deposited in trash receptacles outside of the building. Furniture shall be arranged in an orderly manner.
3. Keys may be checked out to a responsible person. Name, address & phone plus a refundable deposit of \$10.00 is required.
4. No alcoholic beverage consumption or smoking is allowed on the premises.
5. All electrical appliances should be unplugged following use.
6. Turn off all but one light before leaving the public area and lock all doors when leaving. Turn heat down to \_\_\_\_.
7. User groups during regular business hours shall be considerate of other users within the building. All users shall maintain a business/professional noise controlled atmosphere.

User Fees For The Public Community Rooms:

1. User fees shall not be charged to non-profit community service clubs, youth, charity, schools, and senior groups or health services, human services and city services.
2. Business seminars and other private gatherings not open to the general public shall pay a user fee of \$25 for two (2) hours plus \$10 for every hour thereafter. Such events can occur only as a secondary priority to those groups mentioned above. Fees may be retained by the Lessee to fund projects of benefit to the City, i.e. flower baskets.
3. If a user request falls into a questionable category as judged by the Lessee, the Mayor, or City Administrator, the City will request direction from Council.



## **MEMORANDUM**

**TO:** Mayor Wilbert  
Councilmembers

**FROM:** Tom Enlow

**DATE:** April 9, 1992

**SUBJECT:** Comprehensive Computer Plan

### **CURRENT NETWORK STATUS**

The City has 2 separate networks. The Police/Municipal Court (Police) network consists of 4 computers networked together using Ethernet adapters, thin Ethernet cabling and Novell ELS-1 software. The computer used as a non-dedicated file server has an 80MB hard drive, which is 90% full, and 2MB memory. The ELS-1 software allows a maximum of 4 users. The primary applications used on the network are LEMS and SYNTAX specialized police and court software and word processing.

The Finance/Administration/Planning/Public Works (Finance) network consists of 12 workstations networked together using Arcnet adapters, twisted pair wiring (in the walls and a wiring closet in the Police Dept.) and Novell Netware 2.2 software. The computer used as a non-dedicated file server has an 120 MB hard drive, which is 75% full, and 640K memory. The primary applications used are Eden fund accounting software and word processing.

The computers consist of one 486-33 (used for AutoCad), one 386-25 and 4 386SX-16's, the remainder are 286's. Nearly all of the workstations have 640K memory and no hard disk. All users complain of slow response time (some reporting going for coffee while programs load) and inadequate software.

### **GENERAL UPGRADE PLAN**

After reviewing Cousineau, Miller & Associates' upgrade plan, reviewing the system and discussions with users, I find that I generally agree with their plan.

They broke the upgrade into three phases, integrating the networks, Ethernet conversion and Windows upgrade. Ultimately, this plan calls for combining both networks into one; purchasing a computer with enough speed, memory, hard disk space and expansion room to provide adequate response time to all workstations and applications we currently have and can reasonably expect in the near future; conversion from Arcnet network cards to Ethernet; replacement or upgrade of all workstations to 386's with color monitors and 2-4 MB memory; upgrade to the latest version of Novell network software; purchase or upgrade other software; wiring, installation and training.

I would break the plan into different phases than Cousineau, Miller and Associates did. Their plan was structured to make the best use of a consultant's time and efforts. I have enough knowledge and experience with personal computers, and specifically with networks, to allow us to do most of the purchasing, installation and setup ourselves. This allows us to avoid several thousand dollars of installation and training charges.

The following phases grant us a great deal more flexibility in the timing of expenditures. We will be able to solve our worst problems immediately and continue to improve the system as needed by the users and as the budget allows. I believe the following phases would best serve the City:

Phase one: Upgrade Police Network;  
Phase two: Combine Networks;  
Phase three: Upgrade Workstations (incrementally).

### **PHASE ONE: UPGRADE POLICE NETWORK**

(Since beginning to write this plan, I installed an additional 40MB hard drive on the Police network so that they could continue entering data until a permanent solution is in place. This is not a long term solution and does not provide the additional workstation needed.)

In order to provide the necessary hard disk space and additional workstation capabilities, I recommend the following (prices established through competitive phone bids):

Upgrade Novell to the latest version (\$1355);

Purchase a file-server which would be capable of serving the Police/Municipal Court network as well as the Finance, etc. network (\$3490);

Purchase a workstation to replace the one in my office (and allow me to take my machine home), give my workstation to the new court staff (\$1955);

Purchase network cards, cabling, etc. to enable server and workstation to interface with existing Police network cards (\$700).

Total cost of Phase one - \$7500

### **PHASE TWO: COMBINE NETWORKS**

The next step will be to attach the Finance, etc. network to the new server and transfer all the files and programs. This will require the purchase of another network (ARCNET) card, an additional hard disk (the one purchased with the server is intended to be segregated for Police use) and some wiring. I estimate that this will cost up to \$2000 with a 500MB hard disk. We should proceed with this phase as soon as the Police network is converted and stabilized and **funds are budgeted and available.**

### **PHASE THREE: UPGRADE WORKSTATIONS**

In this phase we would begin replacing or upgrading workstations, upgrading to faster Ethernet network cards and upgrading wordprocessing, spreadsheet and other programs. Initially, we will need to install an Ethernet network card in the server and a new Ethernet hub. This should cost about \$1300.

The standard workstation would have a color monitor, sufficient memory (2-4MB) to effectively run programs under Windows, the appropriate network card and wiring and software appropriate for that user. Some will need small local hard disks. The workstations will cost from \$1200 to \$2000 each.

There is no particular benefit to purchasing or installing many workstations at the same time. Heavy users of word processors, desktop publishing and spreadsheets will benefit a great deal from upgrading as soon as possible. Those who primarily use the accounting system will appreciate the faster file server, but will not benefit substantially from upgraded workstations. Therefore, we can upgrade workstations on an individual user basis as the budget allows. The workstations that are replaced may be needed by other employees who don't have access to a computer now, they may be used by the network as dedicated printer servers, or may be sold at auction.

We currently have 15 workstations. Five of these are 386 machines which could be effectively upgraded for \$600-\$700 each without replacing the entire machine. Total cost to replace or upgrade all of them would be from \$15,000 to \$23,500 less any sales proceeds.

Final cost for upgrading the system hardware and software would be up to \$35,000.

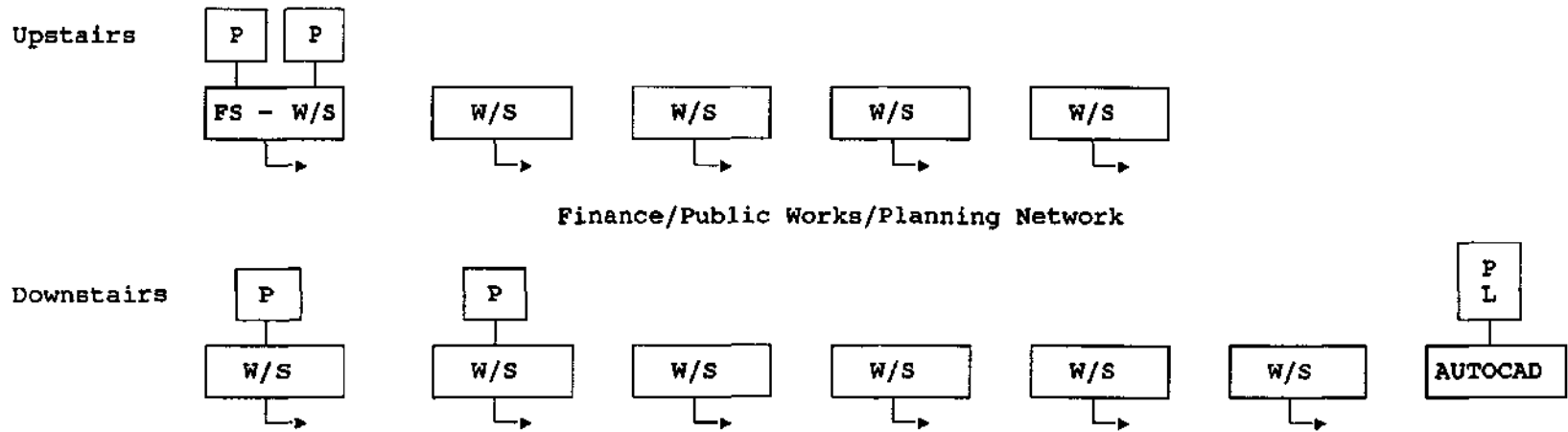
### **ADDITIONAL CONSIDERATIONS**

Cousineau, Miller & Associate's plan includes \$13,660 for installation, training, and wiring.

We now have the in-house expertise to perform most, if not all, of the installation and wiring. The cost savings from doing it ourselves plus the advantages of having people on-staff familiar with all aspects of the system should outweigh the time taken away from our other duties. It would also put us in a position to train others in the day-to-day maintenance of the network.

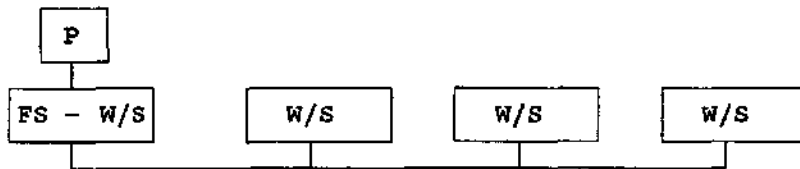
Training is a necessary aspect of a computer system which has not yet been addressed but must not be overlooked. Different software packages will require different levels of training, as will different users. Training will be available for popular packages at local colleges, computer stores, on video and audio tape and in workbooks and manuals. Training should be considered, and budgeted for, on an individual basis as the software becomes available to and needed by the user.

CURRENT NETWORK STATUS




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Police/Municipal Court Network



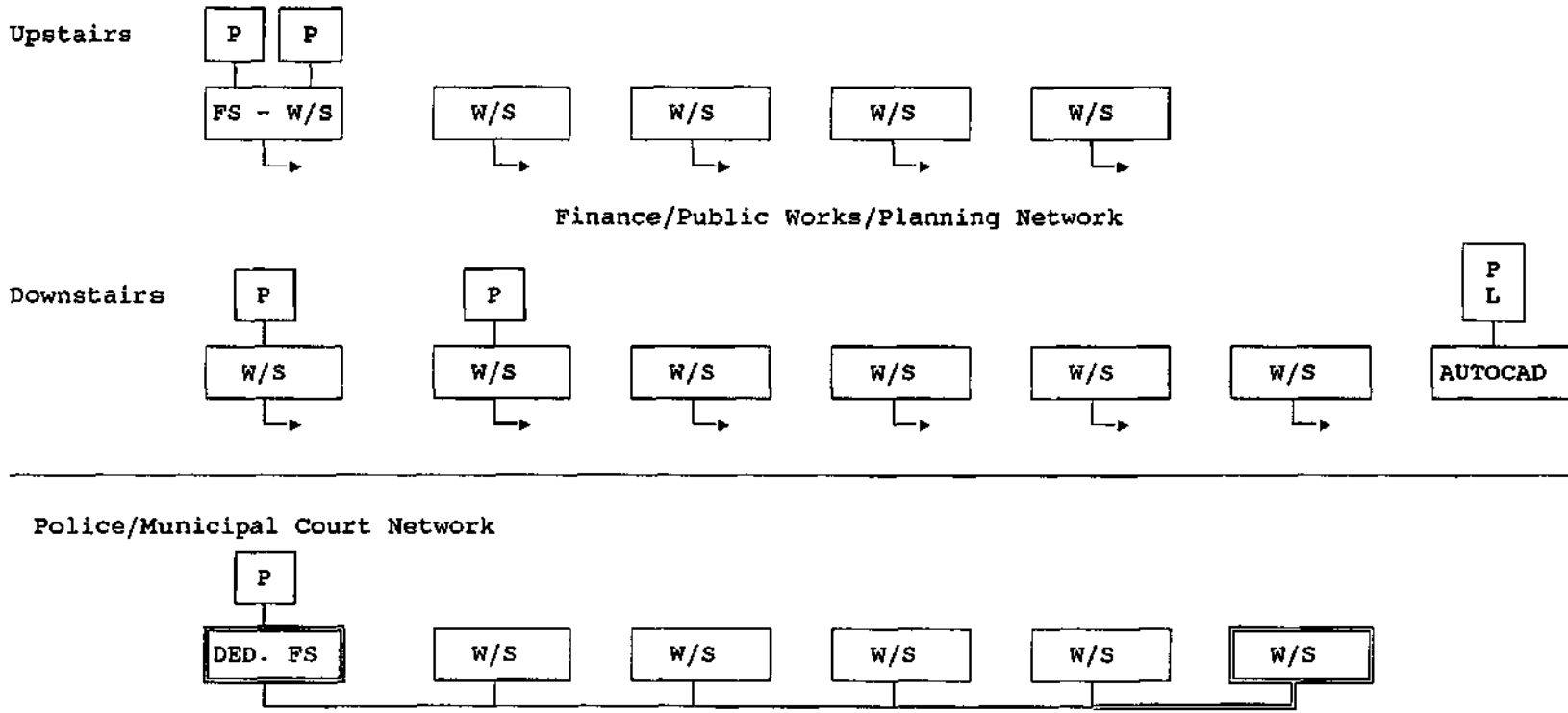

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P=Printer    FS=File Server    W/S=Workstation    PL=Plotter

└─> Connection to in-wall wiring & wiring hub

└─ Ethernet thin coax cabling

PHASE ONE: UPGRADE POLICE NETWORK



P=Printer FS=File Server W/S=Workstation PL=Plotter Ded. FS=Dedicated File Server

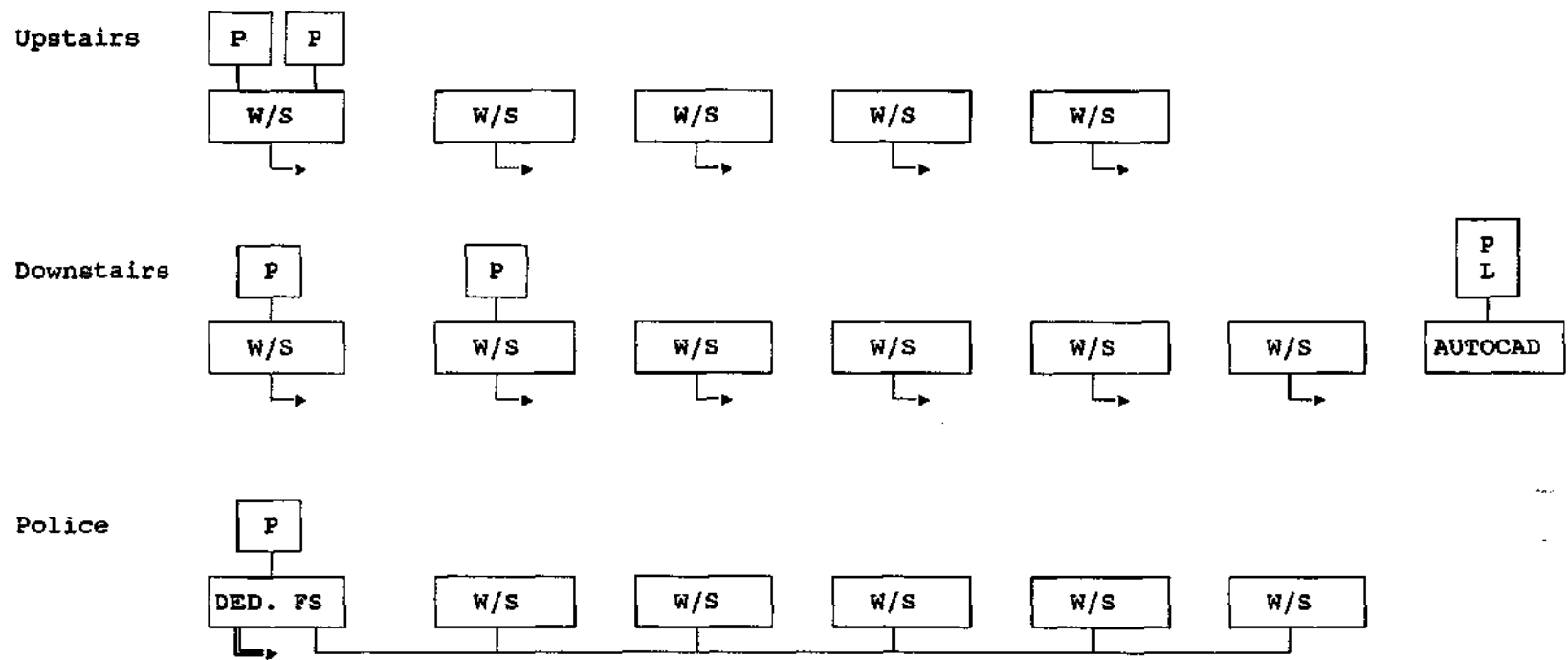
└─> Connection to in-wall wiring & wiring hub

└─ Ethernet thin coax cabling

══ Added this phase

Phase One: Add dedicated file server and additional workstation to Police network.

PHASE TWO: COMBINE NETWORKS



P=Printer FS=File Server W/S=Workstation PL=Plotter Ded. FS=Dedicated File Server

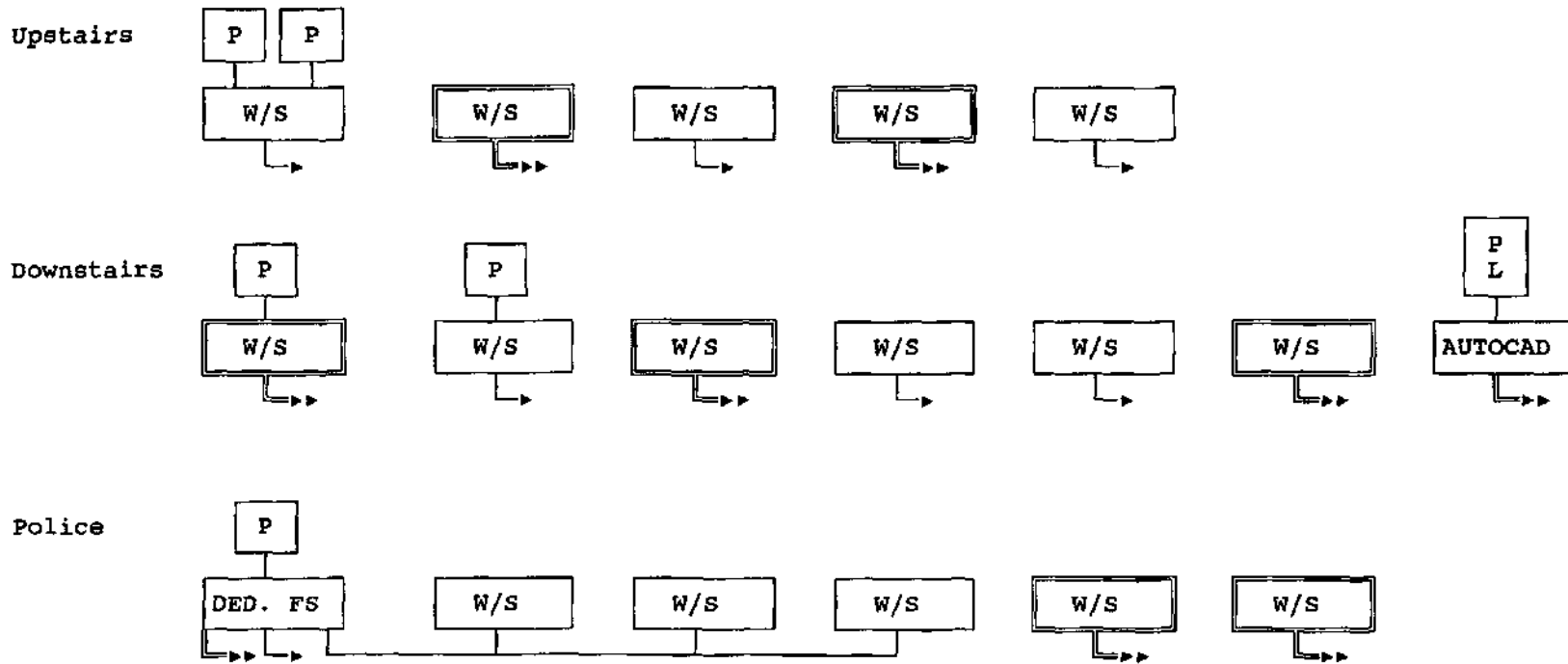
└─> Connection to in-wall wiring & wiring hub

└─ Ethernet thin coax cabling

══ Added this phase

Phase Two: Attach Finance network to dedicated file server, add hard disk and network card.

PHASE THREE: UPGRADE WORKSTATIONS



P=Printer FS=File Server W/S=Workstation PL=Plotter Ded. FS=Dedicated File Server

- └─▶ Connection to in-wall wiring & Arcnet wiring hub
- └─▶▶ Connection to in-wall wiring & Ethernet wiring hub
- └─ Ethernet thin coax cabling
- └─ Added this phase

Phase Three: Add Ethernet wiring hub & network card, upgrade workstations as needed and budgeted.

