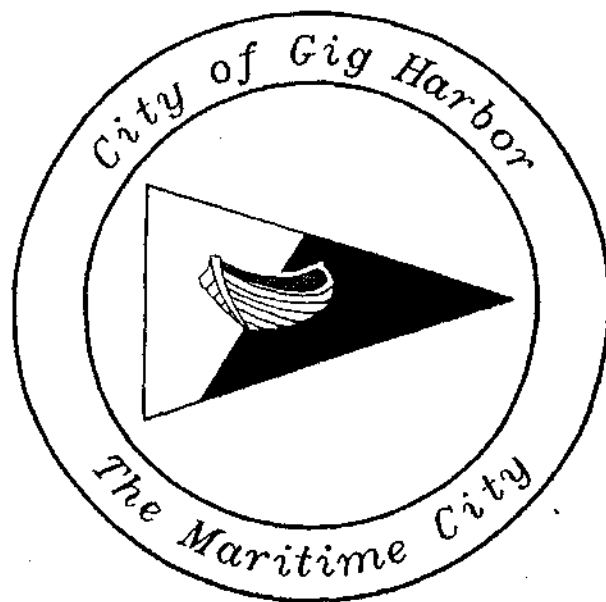


Gig Harbor City Council Meeting



**July 22, 2002
7:00 p.m.**

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
July 22, 2002 - 7:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE

PUBLIC HEARING:

1. First Reading of Ordinance -- Allowing Condominiums Through the Binding Site Plan Process.
2. Six-Year Transportation Improvement Project.

CONSENT AGENDA:

These consent agenda items are considered routine and may be adopted with one motion as per Gig Harbor Ordinance No. 799.

1. Approval of the Minutes of City Council Meeting of July 8, 2002.
2. Correspondence: a) Maritime Fest.
3. Escrow Agreement, Grandview Street Improvement Project Retainage -- RV Associates.
4. Appraisal of Scofield Property Consultant Services Contract -- The Granger Company.
5. Liquor License Renewal -- Gig Harbor Yacht Club.
6. Approval of Payment of Bills for July 24, 2002.
Checks #36650 through #36783 in the amount of \$1,005,296.30.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Bogue Building Proposal.
2. Reintroduction and First Reading of Ordinance -- Amending Section 16.11 Allowing Condominiums Through the Binding Site Plan Process.
3. SCADA Consultant Services Contract -- TSI.
4. Storm Drainage System Modeling Consultant Services Contract -- The Shea Group.
5. First Reading of Ordinance - Amendment to Public Works Standards for Private Streets.
6. Resolution - Adopting the Six-Year Transportation Program.
7. Resolution Amending Resolution No. 411 -- Small Works Process.
8. Resolution Amending Resolution No. 411 - Purchasing.

STAFF REPORTS:

1. Gig Harbor Police Department -- May and June Statistics.
2. David Rodenbach, Finance Director -- Quarterly Finance Report.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

Council Retreat -- Tuesday, August 6th, 12:00 --5:00 pm at Murphy's Landing.

ADJOURN:

✓

GIG HARBOR CITY COUNCIL MEETING OF JULY 8, 2002

PRESENT: Councilmembers Young, Franich, Dick, Picinich, Ruffo and Mayor Wilbert.
Councilmembers Ekberg and Owel were absent.

CALL TO ORDER: 7:02 p.m.

PLEDGE OF ALLEGIANCE

CONSENT AGENDA:

These consent agenda items are considered routine and may be adopted with one motion as per Gig Harbor Ordinance No. 799.

1. Approval of the Minutes of City Council Meeting of June 24, 2002.
2. Appointment to Planning Commission – Kathy Franklin.
3. WWTP Engineering Study / Plant Upgrades Consultant Services Agreement.
4. Borgen Park Demolition Project, CPP – 0203.
5. Approval of Payment of Bills for July 7, 2002.
Checks #36504 through #36649 in the amount of \$221,421.38.
6. Approval of Payroll for the month of June.
Checks #1587 through #1587 in the amount of \$201,344.27.

MOTION: Move to approve the Consent Agenda as presented.
Picinich/Ruffo – unanimously approved.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Jones Sewer Request. Mark Hoppen, City Administrator, presented this request for extension of sewer to three residential and two commercial retail parcels located at the Purdy Shopping Center.

MOTION: Move to approve the sewer extension contract as presented.
Picinich/Young – unanimously approved.

STAFF REPORTS: None.

PUBLIC COMMENT:

Jim Nelson – 8103 Bayridge Avenue. Mr. Nelson explained that he and his neighbors recently learned of an administrative variance process that was being sought by a neighbor on Bayridge. He voiced concerns that this process could be utilized without notice or public hearing to alert adjoining properties of a decision that may affect their property. He asked that Council consider amending the administrative variance process to include prior notice to neighbors.

Councilmember Dick asked for clarification for when an administrative variance is an appropriate action. John Vodopich, Community Development Director, read the portion of the

Municipal Code that governs administrative variances. He explained that there was an optional noticing provision in the code that could be made policy to notify the surrounding property owners of a decision after it had been made. He stressed that any notification prior to a decision that allowed for input may interfere with the one open-public hearings requirement. John was directed to discuss this issue with the City Attorney, and to come back with a proposal that would satisfy the noticing request without compromising the one public hearing requirement.

Ted Blair – 8111 Bayridge Avenue. Mr. Blair spoke in support of Mr. Nelson. He voiced his concern that something could happen to his property without his knowing. He thanked Council for the attention being given to the issue.

COUNCIL COMMENTS / MAYOR'S REPORT:

Councilmember Young explained that the County Council meeting regarding the court consolidation had been postponed due to a lack of voting members. He said that he could not attend the upcoming meeting at 3:00 tomorrow, and asked for others to attend to speak against the proposed consolidation.

Mayor Wilbert shared pictures of stump artwork, which she recommended as an option for several trees at Grandview Park that may need taking out. She then asked for a report on derelict boats.

Mark Hoppen described the new state statute, which increases enforcement action and would allow for disposal of a vessel when it is within the city's jurisdiction. He said that the city could adopt these statutes and encourage Pierce County to do the same, allowing for an interlocal agreement and reciprocal action. The passage date for the new statutes is January 1st.

Councilmember Franich voiced interest in identifying a Slavonian or Scandinavian town to partner in a Sister City Program. He said that he had spoken to several residents who were interested in volunteering on this project, and he would put them in touch with Councilmembers Picinich and Ruffo.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Council Retreat – Tuesday, August 6th, 12:00 – 5:00 pm at Murphy's Landing.

ADJOURN:

MOTION: Move to adjourn at 7:37 p.m.
Young/Picinich - unanimously approved.

Cassette recorder utilized:
Tape 657 Side A 302 – end.
Tape 657 Side B 000 – 345.

Gretchen A. Wilbert, Mayor

City Clerk



RECEIVED
JUL 17 2002
CITY OF GIG HARBOR

City of Tacoma

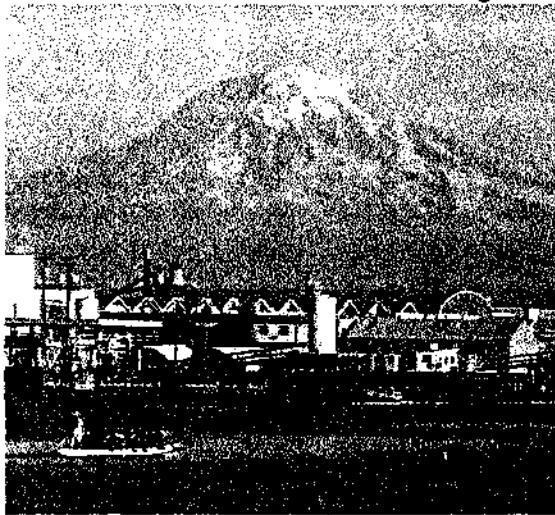
Mayor Bill Baarsma

July 16, 2002

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

Dear Mayor Wilbert:

Maritime Fest is an annual event in which the City of Tacoma celebrates its working waterfront. Part of that celebration is the Dragon Boat races among corporate teams on Saturday.



We would like to add a Dragon Boat racing event for community governments on Sunday called The Mayor's Challenge Cup. This race would include up to eight teams. Each team must be comprised of amateur athletes, at least two-thirds of whom are government employees, and include the mayor for the community it represents. A Mayor's Challenge Cup trophy will be awarded.

We would be delighted to have you participate. The Tacoma Dragon Boat Association (TDBA), a 501c3 non-profit corporation, will provide a steersperson and on the water coaching for your team prior to race day. The participation fee of \$300 per team, which will benefit the TDBA, includes 16-20 paddlers and a drummer can be

sent directly to the TDBA c/o Petrich Marine Dock, 1118 East D Street, Suite 1, Tacoma, WA 98421-1708. Please contact Mike Gehrke at (253) 383-9404 for details.

I hope that you will join us in this inaugural event on Sunday, September 15, 2002 to unite the communities in Western Washington in friendly competition.

Sincerely,


Bill Baarsma
Mayor





City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: RV ASSOCIATES, INC. ESCROW AGREEMENT
- GRANDVIEW STREET IMPROVEMENT PROJECT RETAINAGE
DATE: JULY 22, 2002

BACKGROUND

RV Associates, Inc. has requested their retained percentage for the Grandview Street Improvement Project construction contract be placed in an escrow account with Kitsap Bank.

POLICY CONSIDERATIONS

Kitsap Bank is certified as a public depository by the Washington Public Deposit Protection Commission.

Exhibit A of the agreement limits investments to those allowed by the State of Washington and the city's investment policy.

FISCAL CONSIDERATIONS

The retained percentage is 5% of each progress estimate.

RECOMMENDATION

I recommend that the Council authorize execution of the Escrow Agreement with RV Associates, Inc. and Kitsap Bank.

Project No.: CSP 0025

Project Name: Grandview Improvements

Escrow No.: 01885 26000

ESCROW AGREEMENT

TO: Bank Name: Kitsap Bank
Branch:
Address:
City, State Zip:
Phone:

The undersigned, RV Associates, Inc., hereinafter referred to as Contractor, has directed the City of Gig Harbor, hereinafter referred to as Agency, to deliver to you its warrants or checks which shall be payable to you and the Contractor jointly. Such warrants or checks are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. The Agency shall deliver to you from time to time checks or warrants payable jointly to you and the Contractor. You are hereby authorized by the Contractor to endorse in the Contractor's name any such check or warrant so that you may receive the proceeds thereof and invest the same. The power of endorsement hereby granted to you by the Contractor shall be deemed a power coupled with an interest and shall be irrevocable during the term of this escrow. Although you may be a payee named in such warrants or checks as shall be delivered to you, your duties and responsibilities with respect to the same shall be only those duties and responsibilities which a depository bank would have pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited with it for collection as of the date such check or warrant shall be delivered to you. The proceeds from collection shall be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by you, and the Agency. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided such direction otherwise conforms with the restrictions on investments recited herein. Attached (Exhibit A) is a list of such bonds, or other securities approved by the Agency. No further approval is necessary if any of these bonds or securities are selected by the Contractor. Other bonds or securities, except stocks, may be selected by the Contractor, subject to express written approval of you and the Agency. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the Agency as provided in Paragraph 4 of this Escrow Agreement.

The investments selected by the Contractor, approved by the Agency and purchased by you must mature on or prior to the date set for the completion of the contract, including extensions thereof or thirty days following the final acceptance of said improvement or work.

2. When and as interest on the securities held by you pursuant to this Agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless with your written consent you are otherwise directed in writing by the Contractor.

3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to the Agreement (or any moneys derived from the sale of such securities, or the negotiation of the Agency's warrants or checks) except in accordance with written instructions from the Agency. The Agency shall inform you and keep you informed in writing of the name of the person or persons with authority to give you such written instructions. Compliance with such instructions shall relieve you of any further liability related thereto. Upon request by you, the Agency shall advise you in writing of any change in the estimated completion date. If the estimated completion date is changed, you are authorized to reinvest the moneys held hereunder in accordance with the new estimated completion date.

4. In the event the Agency orders you to do so in writing, and notwithstanding any other provisions of this Agreement, you shall, within thirty-five (35) days of receipt of such order, revert into money the securities held by you pursuant to this Agreement and return such money together with any other moneys, including accrued interest on such securities, held by you hereunder, to the Agency.

5. Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this Agreement until and unless the Agency directs the release to the Contractor of the securities and moneys held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees and any unanticipated amounts which might be owing as provided for herein.

In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any services not provided for in these instructions, or that there is any assignment of the interests of this escrow or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.

6. Should you at any time and for any reason desire to be relieved of your obligations as escrow holder hereunder, you shall give written notice to the Agency and Contractor. The Agency and Contractor shall, within twenty (20) days of the receipt of such notice, jointly appoint a successor escrow holder and instruct you to deliver all securities and funds held hereunder to said successor. If you are not notified of the appointment of the successor escrow holder within twenty (20) days, you shall return the subject matter hereof to the Agency and upon so doing, it absolves you from all further charges and obligations in connection with this escrow.

7. This Agreement shall not be binding until executed by the Contractor and the Agency and accepted by you.

8. This instrument contains the entire agreement between you, the Contractor and the Agency, with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default or any other matter, not be bound by nor required to give notice or demand, not required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage that is caused by your failure to perform as required under this instrument, and any loss or damage caused by your own negligence or willful misconduct.

9. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.

10. This Escrow Agreement may only be amended or modified upon the written consent of each party's duly authorized representative.

The undersigned have read and hereby approve the instructions as give above governing the administration of this escrow and do hereby execute this Agreement on this 9th day of July 2002.

BANK: KITSAP BANK
Branch: PORT ORCHARD/01
Address: 6619 Bay St.
City, State Zip: PORT ORCHARD, WA. 98366
Phone: 360-876-7810



Authorized Signature

Title: VP

0188526020
Escrow Account No.

Contractor: RV Associates, Inc.
Address: 1333 Lloyd Parkway
City, State Zip: Port Orchard, WA. 98366
Phone: (360) 876-9737

By: 

Authorized Signature

Title: Stephen E. Davis, General Manager

The above escrow instructions received and accepted this _____ day of _____, 200__.

CITY OF GIG HARBOR

Title: Mayor

Exhibit "A"

**List of Type of Bonds or Securities that are Approved
by the City of Gig Harbor**

1. Bills, certificates, notes or bonds of the United States.
2. Other obligations of the United States or its agencies.
3. Obligations of any corporation wholly-owned by the government of the United States.
4. Indebtedness of the Federal National Mortgage Association.
5. Time deposits in Commercial Banks, Mutual Savings Banks or Savings and Loan Associations.

In no event shall the City of Gig Harbor approve investments in stock of any company, association or corporation. In all cases, the investments selected must mature on or prior to the date set for completion of the contract, including extensions thereof.

Please indicate which type of Bonds or Securities that have been selected by circling the appropriate number above.



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: CAROL MORRIS, CITY ATTORNEY
SUBJECT: APPRAISAL OF SCOFIELD PROPERTY - CONSULTANT SERVICES CONTRACT
DATE: JULY 18, 2002

BACKGROUND

The City of Gig Harbor has received a grant from the Washington State Department of Natural Resources for the purchase of property (commonly known as the Scofield property). In order to obtain the grant, the City is required to obtain a review appraisal of the current appraisal of the property. This review appraisal is provided by appraisers with the qualifications set forth in the attachments to the Consultant Contract for the Granger Company. (These qualifications appear in a Manual provided by the DNR for the grant.)

Joseph Granger of the Granger Company has the appropriate qualifications and is familiar with the review appraisal process. He has performed a number of them for the Washington State Department of Transportation, and was recommended by an appraiser frequently used by the City.

RECOMMENDATION

The City Attorney recommends that the City Council vote to authorize the Mayor to sign the attached Consultant Contract with Joseph Granger for a review appraisal, in the amount set forth therein.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
THE GRANGER COMPANY**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Joseph H. Granger of the Granger Company, a corporation organized under the laws of the State of Washington, located and doing business at 7312 Meridian Road S.E., Olympia, Washington 98513 (hereinafter the "Consultant").

RECITALS

WHEREAS, the Department of Natural Resources has awarded a grant to the City for the purchase of certain real property in the City of Gig Harbor, commonly known as the "Scofield property; and

WHEREAS, an appraisal of the property was obtained; and

WHEREAS, as a condition of the grant from DNR, the City is required to hire a review appraiser to perform a review appraisal of the existing appraisal, and to provide this review appraisal to DNR; and

WHEREAS, the review appraisal may only be performed by a person who has the qualifications as set forth in the IAC Manual, *Acquisition Projects: Policies* - March 15, 2000; and

WHEREAS, Joseph Granger of the Granger Company has the qualifications of a review appraiser and the City desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated July , 2002, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A - Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work and Qualifications of Appraiser

The Consultant shall perform all work as described in **Exhibit A**. The Consultant has reviewed **Exhibit C**, which is a copy of pages 15 and 16 of the IAC Manual 3: *Acquisition Policies* March 15, 2000. The Consultant acknowledges that the City is required to hire a review appraiser with the qualifications described in **Exhibit C**, in order to obtain the grant from the Department of

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Natural Resources. The Consultant warrants and represents to the City that he has the qualifications to satisfy the requirements listed in Exhibit C.

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed \$500⁰⁰ (\$00.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in Exhibit B - Schedule of Rates and Estimated Hours. The Consultant shall not bill for Consultant's staff not identified or listed in Exhibit B or bill at rates in excess of the hourly rates shown in Exhibit B; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall either submit one invoice to the City upon completion of the project described in Exhibit A, or submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in Exhibit A. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

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

IV. Duration of Work

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The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by August 7, 2002; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

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

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

D. The City of Gig Harbor shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B.

The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies.

F. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

G. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered

or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT
Project Manager
Firm Name
Address
City, State, Zip
Phone

John Vodopich
City Community Development Director
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-8145

XVII. Assignment

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

XVIII. Modification

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

DRAFT

XIX. Entire Agreement

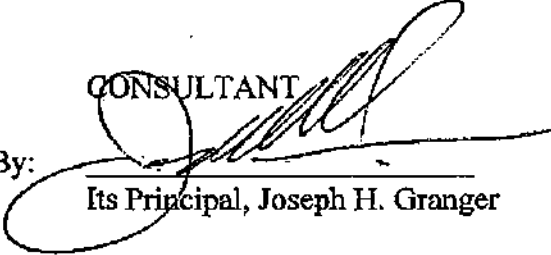
The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 200__.

CONSULTANT

CITY OF GIG HARBOR

By:


Its Principal, Joseph H. Granger

By:

Mayor

Notices to be sent to:
CONSULTANT
Joseph H. Granger
The Granger Company
7312 Meridian Road S.E.
Olympia, WA 98513
(360) 459-8203

John Vodopich,
City Community Development Director
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-8145

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
 COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

under USPAP guidelines, however a review appraisal is necessary for appraisal updates.

Appraisal Reviews

Appraisals valuing IAC funded acquisitions require review by another eligible appraiser (see next section, *Appraiser Qualifications*). Values established by appraisal review form the basis of the estimated fair market value and subsequent reimbursement.

1. Appraisal review reporting requirements are established by USPAP.
2. If the value of the appraisal review differs from the original appraisal, the reviewer must adhere to USPAP Standards.
3. Appraisal reviews must include desk review and may include field inspections of the subject properties and comparables..

Appraiser's Qualifications

Appraisers. Chapter 18.140 RCW, Certified Real Estate Appraiser Act, a Washington State statute, establishes three certification or license categories. Sponsors, or applicants must select an appraiser with appropriate certifications or licenses to perform IAC assisted acquisitions.

1. *State-certified general real estate appraiser:* Eligible to develop and communicate real estate appraisals of all types of properties.
2. *State-certified residential real estate appraiser:* Eligible to develop and communicate real estate appraisals of all types of *residential* property of one to four units without regard to transaction value or complexity and *nonresidential* property having a transaction value less than \$250,000.
3. *State licensed real estate appraiser:* Eligible to develop and communicate real estate appraisals of noncomplex one to four residential units having a transaction value less than one million dollars, complex one to four residential units having a transaction value less than \$250,000, and nonresidential property having a transaction value less than \$250,000.

Agency staff, may perform appraisals, but must meet the above licensing or certification requirements.

Review Appraisers. IAC views the estimated fair market value of real property as the value established by a second appraiser's review of an eligible appraisal. Project sponsors, or applicants, must use the same methodology and criteria for selecting a review appraiser as used for selecting an appraiser.

1. A state-certified general real estate appraiser is required (by statute) to establish the estimated fair market value of a property because of land value, then another state-certified general real estate appraiser must perform the appraisal review.
2. Appraisers possessing a higher category of license or certification can be selected to review less complex appraisals. For example, if a state

Exhibit A, p.1

licensed real estate appraiser (lowest category) is contracted to perform an appraisal of nonresidential property having a value of less than \$250,000, a sponsor, or applicant may select from any of the three license or certification category appraisers.

3. Review appraisers cannot be selected from the same firm, organization, or agency as the appraiser.
4. Agency staff, may perform review appraisals, but must meet the above licensing or certification requirements.

**USER FEES AND
OTHER INCOME**

User or other fees may be charged in connection with areas and facilities developed or acquired with IAC grants. (*Excepted are Firearms and Archery Range Recreation Program safety classes -firearm and/or hunter- for which a facility/range fee must not be charged - RCW 79A.25.210, 18.*) Such fees must be:

- Proportional to the value of the service or opportunity provided
- Within the prevailing range of public facility fees in the area for similar services or opportunities.
- Compatible with the element(s) defined in the Project Agreement.

Sponsors shall not express a preference for users of IAC grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) *except* that reasonable differences in admission and other fees may be maintained on the basis of residence. Even so, IAC discourages the imposition of differential fees. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities. [WAC 286-13-115(2)].

Regardless of whether income or fees in an IAC assisted area (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) are gained during or after the reimbursement period cited in the Agreement, unless precluded by state law [WAC 286-13-110(2)], the revenue may only be used to offset:

- The Sponsor's matching funds; and/or;
- The Project's total cost; and/or
- The expense of operation, maintenance and/or repair of the facility or program assisted by the IAC grant; and/or
- The expense of operation and maintenance of other units in the Sponsor's park and recreation and/or habitat conservation system; and/or
- Capital expenses for similar acquisition and/or development.

Exh. 6. + A, p. 2

CG 1080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 7/03/02

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20021031

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 THE GIG HARBOR YACHT CLUB	GIG HARBOR YACHT CLUB 8209 STINSON AVE GIG HARBOR WA 98335 0000	077100	PRIVATE CLUB - SPIRITS/BEER/WINE

RECEIVED
JUL 09 2002
CITY OF GIG HARBOR

Attention:

Enclosed is a listing of liquor licensees presently operating establishments in your jurisdiction whose licenses expire on OCTOBER 31, 2002. Applications for renewal of these licenses for the upcoming year are at this time being forwarded to the current operators.

As provided in law, before the Washington State Liquor Control Board shall issue a license, notice regarding the application must be provided the chief executive officer of the incorporated city or town or the board of county commissioners if the location is outside the boundaries of an incorporated city or town.

Your comments and recommendations regarding the approval or disapproval for the enclosed listed licensees would be appreciated. If no response is received, it will be assumed that you have no objection to the reissuance of the license to the applicants and locations listed. In the event of disapproval of the applicant or the location or both, please identify by location and file number and submit a statement of all facts upon which such objections are based (please see RCW 66.24.010{8}). If you disapprove then the Board shall contemplate issuing said license, let us know if you desire a hearing before final action is taken.

In the event of an administrative hearing, you or your representative will be expected to present evidence in support of your objections to the renewal of the liquor license. The applicant would presumably want to present evidence in opposition to the objections and in support of the application. The final determination whether to grant or deny the license would be made by the Board after reviewing the record of the administrative hearing.

If applications for new licenses are received for persons other than those specified on the enclosed notices, or applications for transfer of licenses are received by the Board between now and OCTOBER 31, 2002, your office will be notified on an individual case basis.

Your continued assistance and cooperation in these licensing matters is greatly appreciated by the Liquor Control Board.

LESTER C. DALRYMPLE, Supervisor
License Division
Enclosures

MAYOR OF GIG HARBOR
3105 JUDSON ST
GIG HARBOR, WA 98335



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: BOGUE BUILDING PROPOSAL
DATE: JULY 18, 2002

INFORMATION/BACKGROUND

The Lions Club is making a proposal for use of the Bogue Building for non-profit purposes, particularly as a Volunteer Center. A letter explaining this proposal is attached.

POLICY CONSIDERATIONS

This proposal could likely be implemented if the building and programs within it are governed within established city administrative and budget processes.

RECOMMENDATION

I recommend that a committee of the City Council meet with representatives of the Lions Club and with the City Attorney, the Mayor and me to discuss possible formats for a Volunteer Center.

Gig Harbor



Lions Club

CHARTERED 1931

July 18, 2002

To: City of Gig Harbor Mayor Gretchen Wilbert
City of Gig Harbor Administrative Manager Mark Hoppen
City of Gig Harbor Council Members

Subject: Plans for the City of Gig Harbor Planning Building

On July 20, 2001 the Gig Harbor Lions Club petitioned the City of Gig Harbor to dedicate the Planning Building to community use rather than sell the building when the City moves to their new facility. We are aware that the City has now decided to sell the City Hall and we understand the financial motivation for this decision.

We believe the Planning Building consideration is appreciably different than that of the City Hall. We reiterate that the City of Gig Harbor did not build this building nor did it pay for the land on which it was erected. Further, the value of this property is far less than the value of the City Hall.

We propose to partner specifically with the Cultural Arts Commission and with other Service groups that wish to join us to make this building a Non-Profit Organization Information Center and Volunteer Center which would encompass at least the following services and activities:

1. A welcome center and information source for all of those who want to learn about the Volunteer activities in the Gig Harbor area including service clubs, churches, support for the needy, art programs and like activities. This information would include up-to-date lists of contacts for each entity. There would be a manned reception desk during peak office hours. We would have pamphlets and programs available that are furnished by the various religious, volunteer and governmental entities of interest. We envision this data being, where practicable, in an easily usable computer database.
2. A Student Art Gallery and training space for student art programs and activities. These would include many forms of art and give aspiring young artisans the opportunity to learn and display their talents.
3. Available facilities for small community meetings and work parties doing volunteer projects.
4. A small library of books and pamphlets about Gig Harbor of interest to locals and visitors would be available for on site reading and perusal.

We are sure the above activities and programs will be refined and embellished in brainstorming discussions with the City and many of the interested people and groups.

It is essential that the City of Gig Harbor demonstrate support for its volunteers through partnerships with non-profits. Gig Harbor volunteers make community happen by demonstrating to all residents our caring and commitment for each other, and a better place to live.

The programs they offer define our community by saying who we are, and who we are not. Over 146 non-profits provide Gig Harbor services that, if provided by the City, would be a severe financial impact. More importantly, volunteers bring a quality of life, which those moving to, and residing in Gig Harbor expect and appreciate.

As for our commitment to our young, the Student Art Gallery has proven its success over the past year. Students are eager to exhibit, have sold their artwork, and based on their gallery experience, decided "art" will be their career. For a career in the arts though, one must not only be a successful artist, but also learn the elements of self-promotion, business operations, etc., which is what the "permanent" Student Art Gallery will provide. CAC collaborates with the Peninsula School District, Tacoma Community College - Gig Harbor Center, private and home schools on this project. Educational programs are in development that will accommodate the additional elements the students require for a "career" in the arts.

How does the Student Art Gallery benefit the entire community? By tangibly demonstrating our commitment to the students through our caring and willingness to extend personal efforts in support of their life goals. By doing so, we offer students an alternative from drugs, crime. Hence, we promote a better community.

We urge the City of Gig Harbor to make this facility available for the uses described for the betterment of this fine community. Volunteers are a vital part of any community and will become more so as time goes by. We assure you that the Gig Harbor Lions are capable of and are dedicated to making this important program and mission a complete success.

Thank you for your consideration of this proposal.

Respectfully,


Joe Morales, President Gig Harbor Lions Club



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PUBLIC HEARING OF AN ORDINANCE AMENDING SECTION 16.11
ALLOWING CONDOMINIMUMS THROUGH THE BINDING SITE
PLAN PROCESS
DATE: JULY 22, 2002

BACKGROUND

Recently, it came to the staff's attention that the Gig Harbor Municipal Code did not contain the necessary provisions to allow for the subdivision of residential zoned property for condominiums under the binding site plan process. As such, the City Attorney drafted an ordinance that would allow for the subdivision of residentially zoned property for condominiums when the division is the result of subjecting a portion of a parcel or tract to the Horizontal Property Regimes Act (condominiums – RCW Chapter 64.32 and 64.34).

The Gig Harbor Planning Commission held a public hearing on the proposed Ordinance on May 16, 2002 and recommended its adoption to Council in a work-study session held on June 6, 2002.

As directed by Council on June 24, 2002, staff has made revision to the proposed Ordinance to include a definition of 'condominium', deleted references to 'multi-family', and deleted references to specific zoning designations.

RECOMMENDATION

I recommend that Council approve the Ordinance amending Section 16.11 of the Gig Harbor Municipal Code as proposed allowing condominiums through the binding site plan process following a second reading.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SUBDIVISIONS OF LAND, AMENDING THE PROCEDURE FOR BINDING SITE PLANS TO ALLOW SUBDIVISION OF RESIDENTIALLY ZONED PROPERTY FOR CONDOMINIUMS UNDER THE BINDING SITE PLAN PROCESS, AS CONTEMPLATED BY RCW 58.17.040(7); AMENDING GIG HARBOR MUNICIPAL CODE SECTIONS 16.11.001, 16.11.002, 16.11.003, 16.11.004, 16.11.005 AND ADDING NEW SECTIONS 16.01.015, 16.11.025 AND 16.11.035.

WHEREAS, the City has established a procedure for processing subdivisions of commercially and industrially zoned property under the Binding Site Plan process in Chapter 16.11 of the Gig Harbor Municipal Code; and

WHEREAS, the City Planning Staff recommended that this procedure be amended to allow for the subdivision of residentially zoned property for condominiums, when the division is the result of subjecting a portion of a parcel or tract to either chapter 64.32 (the Horizontal Property Regimes Act (Condominiums)) or chapter 64.34 (Condominiums); and

WHEREAS, the City's SEPA Responsible Official has determined that this ordinance is categorically exempt from SEPA under WAC 197-11-800(20);

WHEREAS, on May 16, 2002, the Planning Commission held a public hearing on this Ordinance and on June 6, 2002 made recommendation that the City Council adopt such Ordinance; and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Office of Community Development on June 14, 2002 pursuant to RCW 36.70A.106; and

WHEREAS, on June 24, 2002, July 8, 2002, and July 22, 2002, the City Council considered the Ordinance during its regular City Council meetings; Now, Therefore,

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

Section 1. A new Section 16.01.015 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

16.01.015. Condominium. "Condominium", pursuant to Section 64.34.020 (9) RCW, means real property, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions. Real property is not a condominium unless the undivided interests in the common elements are vested in the unit owners, and unless a declaration and a survey map and plans have been recorded pursuant to this chapter.

Section 2. Section 16.11.001 of the Gig Harbor Municipal Code is hereby amended to read as follows:

16.11.001. Purpose. The purpose of this chapter is to create a process for subdividing property under the following limited circumstances: (1) subdividing multi-family residentially zoned property (R-2, R-3, RB-2 & PCD RMD) when the division is the result of subjecting a portion of a parcel or tract of land to Chapter 64.34 RCW subsequent to the recording of the binding site plan, as contemplated by RCW 58.17.040(7) and (2) subdividing commercially and industrially zoned property, as authorized by RCW 58.17.035. On sites that are fully developed, the binding site plan merely creates new interior lot lines or alters existing interior lot lines. The binding site plan process merely creates or alters existing lot lines and does not authorize construction, improvements or changes to the property or the uses thereon.

In all cases, the property owners execute written agreements which are recorded against the affected property, ensuring that all lots within the binding site plan will continue to function as one site for any number of purposes, including but not limited to: lot access; interior circulation; common utilities; open space; landscaping and drainage; common facilities maintenance; and coordinated parking. The binding site plan ensues, through written agreements among all lot owners, that the collective lots continue to function as one site for the following purposes; which shall not be limited to; lot access; interior circulation; common utilities; open space; landscaping and drainage; common facilities maintenance and coordinated parking.

Section 3. Section 16.11.002 of the Gig Harbor Municipal Code is hereby amended to read as follows:

16.11.002. Applicability.

~~Any person seeking the use of a binding site plan to divide his or her property for the purpose of sale lease or transfer of ownership of commercially or industrially zoned property, is required to have or apply for, a complete, approved and valid site plan (via City of Gig Harbor site plan review application), prior to any property division, as provided in Chapter 58.17 RCW and as required by this chapter.~~

- ~~A. The subject site which will be subject to the binding site plan shall consist of one or more legally created lots.~~
- ~~B. The property must be zoned either industrial, commercial or multi-family residential (R-2, R-3, RB-2 or PCD-RMD), and the binding site plan procedure applies to multi-family residential condominium projects only if a portion of a parcel or tract within the proposed project will comply with chapter 64.32 RCW after the recording of the binding site plan; and~~
- ~~C. A site plan application under chapter 17.96 GHMC must be submitted to the City concurrent with the binding site plan application. A site plan approved by the City of Gig Harbor may be substituted for the site plan application.~~

~~The binding site plan process merely creates or alters existing lot lines and does not authorize substantial improvements or changes to the property or the uses thereon.~~

Section 4. A new section 16.11.025 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

16.11.026 Vesting. A binding site plan application shall be considered under the zoning and other land use control ordinances in effect on the land at the time of submission of the fully complete binding site plan application.

Section 5. Section 16.11.003 of the Gig Harbor Municipal Code is hereby amended to read as follows:

16.11.003 Complete binding site plan application.

~~A proposed binding site plan shall be considered under the zoning and land use control ordinances in effect on the land at the time a fully complete application for a binding site plan is submitted.~~

In addition to the requirements for a complete application set forth in GHMC Section 19.02.002, an applicant for a binding site plan ~~permit~~ shall submit the following:

~~A. A completed application form provided by the department, signed by all property owners of the subject property and their authorized agents, with supporting documents as required below and which contains sufficient information to determine compliance with adopted rules and regulations;~~

A. A valid site plan approved by the City or a pending site plan application before the City (pursuant to chapter 17.96 GHMC);

B. ~~At a minimum, binding site plan applications shall include~~ All of the regular site plan elements ~~per as listed in~~ GHMC Section 17.96.050, as long as the following elements are also included:

1. A map or plan showing the location and size of all new proposed lots;
2. Proposed and existing structures including elevations and floor plans as known (plans which show building envelopes rather than footprints must include post construction treatment of unoccupied areas of the building envelopes) and their distance from property lines, the height and number of stories, distance between buildings, etc.;
3. All proposed uses (if not known, general types of anticipated uses) or existing uses;
4. The location of proposed or existing open space including any required landscaped areas, and all major man made or natural features, i.e., streams, creeks, drainage ditches, railroad tracks, utility lines, etc.;
5. The layout of an internal vehicular and pedestrian circulation system, including proposed or existing ingress and egress for vehicles;
6. ~~The number and location of proposed or existing parking spaces on and off the site;~~
6. The following Zoning code data: zoning district; total lot area (square feet); total building area (square feet); percent of site coverage; number of units proposed; total number of parking stalls (including handicapped); total parking and maneuvering area (square feet); required landscaping (square feet); percent of lot in open space; type of construction; sprinklered-nonsprinklered; occupancy classification.
7. Contains the name of the proposed development; the legal description of the property for which binding site plan approval is sought; the date on which the plans were prepared; the graphic scale and northpoint of the plans.
8. The title "Binding Site Plan" shall be at the top of the plan in large print, together with the required statement, prominently displayed on the face of the site plan.
9. Any areas proposed to be dedicated or reserved for public purposes, and areas to be reserved for private open space and landscaping and areas reserved for the common use of the occupants of the proposed development.

C. A copy of an approved grading plan and an approved drainage plan approved by either the City of Gig Harbor public works department (or any other requirement specified in the City of Gig Harbor surface water design manual or GHMC; or by Pierce County in the case of pre-annexation construction); and

D. A recent title report covering all property shown within the boundaries of the binding site plan application.

E. The location and size of on-site water bodies and drainage features, both natural and manmade;

F. A layout of sewer and the water distribution system;

G. The location and size of any utility (i.e., water, sewer, gas, electricity) trunk lines serving the site;

H. A phasing plan and time schedule, if the site is intended to be developed in phases or if all building permits will not be submitted within four years;

I. A list of any other development permits or permit applications having been filed for the same site;

J. A completed environmental checklist, if required by Chapter 18.04 GHMC;

K. Copies of all covenants, easements, maintenance agreements or other documents regarding mutual use of parking, common areas, open space, and access;

L. Copies of all easements, deed restrictions, covenants, or other encumbrances restricting the use of the site;

M. Documentation of the date and method of segregation for the subject property verifying that the lot or lots were created in accordance with the short subdivision or subdivision laws in effect at the time of creation; and

N. Contain the name of the proposed development; the legal description of the property for which binding site plan approval is sought; the date on which the plans were prepared; the graphic scale and northpoint of the plans;

O.

- I. ~~The binding site plan shall contain the conditions to which the binding site plan is subject, including any applicable irrevocable dedications of property and containing a provision requiring that any development of the site shall be in conformity with the approved site plan, and any applicable subdivision requirements of chapter 16.08 GHMC.~~

Section 6. A new Section 16.11.035 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

16.11.035 Type of Permit Application. A binding site plan application is a Type II application, and shall be reviewed and processed as set forth in Title 19 GHMC.

Section 7. Section 16.11.004 of the Gig Harbor Municipal Code is hereby amended to read as follows:

16.11.004 Criteria for Approval of Binding Site Plan.

~~Binding site plan applications are Type II permit applications.~~

~~A. the decisionmaker shall review the application and~~ An application for a binding site plan may be approved if the following criteria are satisfied: ~~findings are made:~~

1. The proposed lots will continue to function and operate as one site, for fully developed sites; and

~~2. The decisionmaker must make findings that~~ The application must conform to the criteria conditions imposed on the approved site plan ~~and the applicable development regulations;~~ and

3. Adequate provisions have been made for drainageways, alleys, streets, other public ways, water supplies, open space and sanitary wastes for the property included within the binding site plan;

a. Compliance with all applicable provisions of the building code and public works standards;

b. Compliance with all applicable provisions of Chapter 16.08 GHMC, the zoning code and development standards;

~~That the applicable development regulations, including Title 16 have been met.~~

~~B. -The decisionmaker may~~ As a condition of approval of the binding site plan, the City may authorize sharing of open space, parking, access and other improvements among contiguous properties subject to the binding site plan. Conditions of use, maintenance and restrictions on redevelopment of shared open space, parking, access and other improvements shall be identified on the binding site plan and enforced by covenants, easements or other similar mechanisms. Such agreements and restrictions shall be filed with the Pierce County Auditor and run with the property. Such agreements shall be approved as to form by the city attorney prior to the time that a decision is made on the binding site plan application. The binding site plan shall contain the conditions to which the binding site plan is subject, including any applicable irrevocable dedications of property. The binding site plan shall contain a provision requiring that any development of the site shall be in conformity with the approved site plan and any applicable development regulations.

C. Phasing of Development: Building permit applications shall be submitted for all structures shown on the binding site plan within four years of approval. If the applicant chooses to develop the property in a phased development, the applicant must execute a development agreement with the City (as provided in chapter 19.08 GHMC), which will govern the use and development of the property subject to the binding site plan, including: (1) vesting applicable to subsequent permits; (2) the

manner in which each phase of the development will proceed to ensure that only the roads and utilities necessary to serve each phase of the development are constructed prior to the development of each phase; (3) expiration of the agreement and all provisions therein.

D. For Condominiums: The use and development of the property shall be in accordance with the plan submitted as part of the binding site plan application (or as amended prior to the final decision) and division of any property within the binding site plan shall not take place until the development or the portion thereof to be divided is subject to chapter 64.32 RCW.

Section 8. Section 16.11.005 of the Gig Harbor Municipal Code shall be amended to read as follows:

16.11.005. Final Binding Site Plan. Recording and binding effect.

A. The final binding site plan map which is submitted for filing shall conform to all of the requirements for a complete binding site plan application, and shall also contain the following:

1. The map must be a reproducible map drawn to a scale of not less than one (1) inch equals one hundred (100) feet, on stabilized drafting film or on linen tracing cloth. Scale and north point must be on the map;

2. The size shall be eighteen (18) inches by twenty-two (22) inches;

3. The legal description of the total parcel shall be shown on the final map. All legal descriptions shall be by metes and bounds descriptions, reflecting within the descriptions ties to all subdivision lines, donation claim lines and/or recording plat lines;

4. Property subject to the binding site plan shall be surveyed by a land surveyor licensed in the state. All exterior corners and streets shall be monumented. The surveyor's certificate shall appear on the final map;

5. All conditions, limitations, and requirements for the use and development of the land as required by the approvals granted under this Chapter shall be set forth or referenced.

6. The face of the final binding site plan must contain a certificate, signed by all of the owners of the property, as required by GHMC Section 16.08.002.

7. Any dedications shall be shown on the final binding site plan as required by GHMC Section 16.08.001.

8. All certificates and statements as required by GHMC Section 16.08.003 shall be shown on the final binding site plan.

B. ~~The approved binding site plan recording forms shall meet all requirements of GHMC 16.08.003 for filing plat for record. An approved binding site~~

plan shall be filed for record by the City, at the cost of the applicant, in the office of the Pierce County Auditor and shall not be deemed approved until so filed.

Section 9. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the Ordinance or the application of the remainder to other persons or circumstances.

Section 10. Effective Date. This ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this ___th day of _____, 2002.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: 6/14/02
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

SUMMARY OF ORDINANCE NO. ____

of the City of Gig Harbor, Washington

On _____, 2002, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SUBDIVISIONS OF LAND, AMENDING THE PROCEDURE FOR BINDING SITE PLANS TO ALLOW SUBDIVISION OF RESIDENTIALLY ZONED PROPERTY FOR CONDOMINIUMS UNDER THE BINDING SITE PLAN PROCESS, AS CONTEMPLATED BY RCW 58.17.040(7); AMENDING GIG HARBOR MUNICIPAL CODE SECTIONS 16.11.001, 16.11.002, 16.11.003, 16.11.004, 16.11.005, AND ADDING NEW SECTIONS 16.01.015, 16.11.025 AND 16.11.035.

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

APPROVED by the City Council at their meeting of _____, 2002.

MOLLY TOWSLEE, CITY CLERK



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PURCHASE AND INSTALLATION AGREEMENT
- SCADA SYSTEM
DATE: JULY 22, 2002

INTRODUCTION/BACKGROUND

A Water Operating Objective in the 2002 Budget was to design and install a remote monitoring and telemetry system (SCADA) for the city's wells and storage reservoirs. The city water system comprehensive plan recommends a centralized telemetry system than can be based at the city Public Works Maintenance Facility.

Three firms were selected for interviews in accordance with the city's Small Works Roster process (Resolution 411). Technical Systems, Inc., an automation and control system design/engineering firm, was selected as the most qualified firm to perform the work. Their selection was based on their understanding of the project, familiarity with the site and area, and their previous design experience.

The price quotation received from Technical Systems, Inc., was in the amount of \$117,196.00, plus state sales tax.

ISSUES/FISCAL IMPACT

The purchase and installation of the SCADA system exceeds the budgeted amount of \$100,000.00 by \$17,196.00 plus tax; however, sufficient funds are available for this project from the Water Capital Fund.

RECOMMENDATION

I recommend that the Council authorize the purchase and installation of the SCADA system from Technical Systems, Inc., for their price quotation proposal of one hundred seventeen thousand one hundred ninety-six dollars and no cents (\$117,196.00), plus state sales tax.

**AGREEMENT FOR EQUIPMENT AND INSTALLATION SERVICES
BETWEEN CITY OF GIG HARBOR AND TECHNICAL SYSTEMS, INC.**

THIS AGREEMENT, is made this _____ day of _____, 200____, by and between the City of Gig Harbor (hereinafter the "City"), and Technical Systems, Inc., a Washington corporation, located and doing business at 2303 196TH Street SW, Lynwood, WA 98036, (hereinafter "Contractor").

WHEREAS, the City desires to hire the Contractor to perform the work described in Exhibit A and the Contractor agrees to perform such work under the terms set forth in this Agreement; and

WHEREAS, in the process of selection of the Contractor and award of this contract, the City has utilized the procedures in RCW 39.04.155(3);

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

I. Description of Work. The equipment and services to be provided by the Contractor were described in a Request for Proposal for SCADA System for the Water and Emergency Management Systems, issued by the City, a copy of which is incorporated herein and attached hereto as Exhibit B. The Contractor shall perform all work as described in Exhibit A, which is attached hereto and incorporated herein by this reference, in a workman-like manner according to standard construction practices. The work shall generally include the furnishing of all materials and labor necessary to install the SCADA system, plus electrical installation as clearly defined in Exhibit A, and to all of the specification and requirements set forth in the Request for Proposals, Exhibit B. The work shall generally include the furnishing of all, materials and labor necessary to install the SCADA system, plus electrical installation as clearly defined in Exhibit A of this contract. The Contractor shall not perform any additional services without the express permission of the City.

II. Payment.

A. The City shall pay the Contractor the total sum of One Hundred Seventeen Thousand One Hundred Ninety-Six dollars and no cents (\$117,196.00), plus sales tax, for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the tasks described in Exhibit A, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed change order.

B. After completion of the work, the City shall pay the full amount of an invoice within thirty (30) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Contractor of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

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

IV. Duration of Work. The City and the Contractor agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement by both parties. The Contractor shall perform all work required by the Agreement on or before January 22, 2003. The indemnification provisions of Section IX shall survive expiration of this Agreement.

V. Prevailing Wages. Wages paid by the Contractor shall be not less than the prevailing rate of wage in the same trade or occupation in Pierce County as determined by the industrial statistician of the State Department of Labor and Industries and effective as of the date of this contract.

Before any payment can be made, the Contractor and each subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" to the City's Contract Compliance Division, which has been approved by the State Department of Labor and Industries. Each voucher claim (invoice) submitted by the Contractor for payment of work shall have a certification, which states that the prevailing wages have been paid in accordance with the pre-filed "Statement(s) of Intent to Pay Prevailing Wages".

VI. Waiver of Performance Bond and Retainage: Limited Public Works Process. As allowed in RCW 39.04.155(3) for limited public works projects, the City has waived the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW for the work described in Exhibit A.

VII. Termination.

A. Termination Upon City's Option. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon five (5) days written notice to the Contractor.

B. Termination for Cause. If the Contractor refuses or fails to complete the tasks described in Exhibit A, to complete such work by the deadline established in Section IV, or to complete such work in a manner satisfactory to the City, then the City may, by written notice to the Contractor, give notice of its intention to terminate this Agreement. On such notice, the Contractor shall have five (5) days to cure to the satisfaction of the City or its representative. If the Contractor fails to cure to the satisfaction of the City, the City shall send the Contractor a written termination letter which shall be effective upon deposit in the United States mail to the Contractor's address as stated below.

C. Excusable Delays. This Agreement shall not be terminated for the Contractor's inability to perform the work due to adverse weather conditions, holidays or mechanical failures which affect routine scheduling of work. The Contractor shall otherwise perform the work at appropriately spaced intervals on an as-needed basis.

D. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for services satisfactorily performed by the Contractor to the effective date of termination, as described in a final invoice to the City.

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

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

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

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

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

X. Insurance.

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

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

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

- C. The Contractor is responsible for the payment of any deductible or self-insured retention that is required by any of the Contractor's insurance. If the City is required to contribute to the deductible under any of the Contractor's insurance policies, the Contractor shall reimburse the City the full amount of the deductible.
- D. The City of Gig Harbor shall be named as an additional insured on the Contractor's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Contractor's insurance policies.
- E. It is the intent of this contract for the Contractor's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City. Additionally, the Contractor's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.
- F. The Contractor shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Contractor's coverage.

The Contractor shall procure and maintain for the duration of this Agreement, comprehensive general liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its employees, agents or subcontractors. The cost of such insurance shall be borne by the Contractor. The Contractor shall maintain limits on such insurance in the above specified amounts: The coverage shall contain no special limitations on the scope of protection afforded the City, its officials, officers, employees, agents, volunteers or representatives.

The Contractor agrees to provide the City with certificates of insurance evidencing the required coverage before the Contractor begins work under this Agreement. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. The City reserves the right to require complete, certified copies of all required insurance policies at all times.

XI. Entire Agreement. The written provisions and terms of this Agreement, together with all exhibits attached hereto, all bids specifications and bid documents shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

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

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

XIV. Warranties. The Contractor hereby warrants that it is fully licensed, bonded and insured to do business in the State of Washington as a general contractor. Equipment Sales Company Inc. will warranty the labor and installation of materials for a one (1) year warranty period.

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

XVI. Assignment. Any assignment of this Agreement by the Contractor without the written consent of the City shall be void.

XVII. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

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

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

If any dispute arises between the City and the Contractor under any of the provisions of this Agreement which cannot be resolved by the City's determination in a reasonable time, or if the Contractor does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be with the Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party shall be reimbursed by the other party for its costs, expenses, and reasonable attorney's fees incurred in any litigation arising out of the enforcement of this Agreement.

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

Technical Systems, Inc., Contractor

By: *Gary Conley*
Its *Vice-President*

THE CITY OF GIG HARBOR

By: _____
Its Mayor

Notices should be sent to:

Technical Systems, Inc.
Attn: Gary Conley, P.E.
2303 196th Street SW
Lynnwood, WA 98036
425-775-5696

City of Gig Harbor
Attn: David Brereton
Director of Operations
3105 Judson Street
Gig Harbor, Washington 98335
253-851-8145

Approved as to form:

By: _____
City Attorney

Attest:

By: _____
Molly M. Towslee, City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

DATED: _____

Notary Public in and for the
State of Washington,
Residing at _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF P I E R C E)

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

DATED: _____

Notary Public in and for the
State of Washington,
Residing at: _____
My appointment expires: _____

EXHIBIT A

July 16, 2002

David Brereton
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

Re: SCADA System Final Cost Proposal

Dear David,

Please see the following final costs and scope for the new SCADA system. Let me know if you have any questions or comments.

(NOTE: All future option costs include only the hardware, but programming, design, O&M costs, and startup and commissioning costs will be additional and will vary depending in the future how much you would like to "lump together").

MASTER TERMINAL UNIT (MTU COSTS)

The MTU will be located at the Public Works Maintenance Facility and will be PLC based with a Ethernet driver to communicate with the new computer. Costs include Allen-Bradley 5/05 PLC, power supplies, rack, enclosure, radio, antenna, coax, computer, monitor, printer, Wonderware, and PC Anywhere. All software will be licensed to the City of Gig Harbor. **Note: It is assumed that the City has a radio telemetry license and a radio repeater is not required.**

- **Hardware/Computer/Wonderware Costs: \$26,848**
- **Electrical Labor: \$1,650**

---**Future option:** Weather Station plus I/O card for PLC to take the weather inputs: \$3,500, SCADA!arm dialer software: \$5,500 (includes programming)

EXHIBIT A

GENERAL LABOR COSTS

In addition to the individual site costs listed below, general labor costs include engineering of the MTU, project management costs, 8 hours of training, testing and communications setup of the MTU, setup of Wonderware, drafting and clerical support.

Note: This does not include any report generation time.

- **Engineering and Software Labor: \$21,740**

Future option: 40 hours of report generation time: \$3400, 16 hours of formal training: \$1,360.

SITE COSTS FOR CITY OF GIG HARBOR SCADA SYSTEM

1. Well No. 3 Site:

Scope includes:

- New enclosure
- New Allen-Bradley RTU with radio, antenna, coax, etc.
- New pressure transmitter for tank level
- New intrusion switches
- Connecting existing signals from the Scaletron chlorine weight indicator, chlorine residual analyzer, Delta well depth transmitter.
- Adding well pump on/off/auto and pump HOA, and pump fail indication.

----*Future option:* 3 phase amperage monitoring: \$450, new Sensus flow meter head for electronic output: \$1,700

Costs include:

- **Hardware, Engineering, Software, Testing, Startup, Commissioning : \$12,082**
- **Electrical Labor: \$5,720**

EXHIBIT A

2. Well No. 4 Site:

Scope includes:

- New enclosure
- New Allen-Bradley RTU with radio, antenna, coax, etc.
- New intrusion switches
- Connecting existing signals from the Scaleton chlorine weight indicator, chlorine residual analyzer, existing Delta well depth transmitter (note: my notes shows that this exists).
- Adding well pump on/off/auto and pump HOA, pump fail indication, and bypass valve HOA position.

---*Future option:* 3 phase amperage monitoring: \$450, new Badger flow meter head for electronic output(water meter and bypass valve meter): \$700 each, reservoir level pressure transmitter (from the top of the reservoir):\$1,200

Costs include:

- **Hardware, Engineering, Software, Testing, Startup, Commissioning : \$11,008**
- **Electrical Labor: \$6,325**

3. Well No. 5 and 6 Site:

Scope includes:

- New enclosure
- New Allen-Bradley RTU with radio, antenna, coax, etc.
- New intrusion switches
- Connecting existing signals from the Scaleton chlorine weight indicator, chlorine residual analyzer, existing Delta well depth transmitter (note: my notes shows that this exists for well #5), new magmeter for well #6.
- Adding well pumps (well #5, 6) on/off/auto and pump HOA, pump fail indication,

---*Future option:* 3 phase amperage monitoring (each pump): \$450, new Micrometer flow meter head for electronic output: \$750 each, new well depth transmitter:\$900

Costs include:

- **Hardware, Engineering, Software, Testing, Startup, Commissioning : \$9,616**
- **Electrical Labor: \$4,510**

EXHIBIT A

4. Well No. 2 Site:

Scope includes:

- New enclosure
- New Allen-Bradley RTU with radio, antenna, coax, etc.
- New pressure transmitter for tank level
- New intrusion switches
- Connecting existing signals from the Scaleton chlorine weight indicator, chlorine residual analyzer, Delta well depth transmitter, and water flow meter.
- Adding well pump on/off/auto and pump HOA, and pump fail indication.

---*Future option:* 3 phase amperage monitoring: \$280.

Costs include:

- Hardware, Engineering, Software, Testing, Startup, Commissioning :
\$11,297
- Electrical Labor: \$4,510

TOTAL HARDWARE, ENGINEERING, SOFTWARE and STARTUP LABOR COSTS FOR THE ABOVE:

\$92,591.00

TOTAL ELECTRICAL LABOR FOR THE ABOVE:

\$22,715.00

BONDING COSTS:

\$1890.00

SUBTOTAL: \$117,196.00

TAX: \$9,844.46 (8.4%)

TOTAL: \$127,040.46

Sincerely,

Gary Conley, P.E.
Vice-President
Technical Systems, Inc.



EXHIBIT B

City of Gig Harbor. The "Maritime City"

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

REQUEST FOR PROPOSALS CITY OF GIG HARBOR, WASHINGTON SCADA SYSTEM FOR THE WATER & EMERGENCY MANAGEMENT SYSTEMS

I. GENERAL

The City of Gig Harbor (City) requests proposals from qualified firms for the design and installation of a Supervisory Control and Data Acquisition (SCADA) system for the City's water, and emergency management systems. The Gig Harbor water system consists of 5 water reservoirs and 6 ground water wells. The emergency management system consists of 6 water level transducers, 1 weather data collection station (temperature, humidity, precipitation, wind speed, and wind direction) and 7 intrusion monitors. The SCADA system shall have a base station located at the Public Works Maintenance Facility located at 5116 89th St NW, Gig Harbor, WA, 98335

Please mail proposals to:

SCADA System for the Water and Emergency Management Systems
c/o Director of Operations
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

II. SUMMARY OF WORK

The firm selected shall provide a turnkey SCADA control system for the City. The firm shall be solely and completely responsible for the design, configuration, installation, testing, programming, documentation, and startup of the SCADA system. The system shall be designed to provide the most effective and efficient SCADA system available. The SCADA system shall control the following infrastructure:

WATER SYSTEM

East Reservoir

- a) Solar power (no power to site),
- b) Tank level (analog),
- c) Radio link to Well No. 2,
- d) Intrusion on hatch cover.

Well No. 2 site

- a) Chlorine residual analyzer (analog),
- b) Liquid chlorine level (analog),
- c) Water meter (analog),
- d) Well depth (analog),
- e) Tank level indicator (link from east reservoir site analog),
- f) Well pump on/off/auto (digital) pump,
- g) HOA switch position (digital),
- h) Intrusion, 3-phase amperage monitoring (analog),
- i) Pump fail (digital).

EXHIBIT B

Well No. 3 site

- a) Chlorine residual analyzer (analog),
- b) Liquid chlorine level (analog),
- c) Water meter (analog),
- d) Well depth (analog),
- e) Tank level indicator (link from east reservoir site analog),
- f) Well pump on/off/auto (digital),
- g) Pump HOA switch position (digital),
- h) Intrusion well house and storage reservoir (digital),
- i) 3-phase amperage monitoring (analog) pump fail (digital).

Well No.4 site including 2 reservoirs

- a) Chlorine residual analyzer (analog),
- b) Liquid chlorine level (analog),
- c) Water meter (analog),
- d) Well depth (analog),
- e) Tank level indicator (link from east reservoir site analog),
- f) Well pump on/off/auto (digital),
- g) Pump HOA switch position (digital),
- h) Intrusion well house and storage reservoirs (digital),
- i) 3-phase amperage monitoring (analog),
- j) Pump fail (digital),
- k) High level to low level system bypass valve,
- l) HOA switch position (digital),
- m) Bypass valve meter (analog),
- n) Bypass valve on/off/auto (controlled by reservoir level)(digital).

Well Nos. 5 and 6 sites

- a) Chlorine residual analyzer (analog),
- b) Liquid chlorine level (analog),
- c) Water meter Well 5 (analog),
- d) Water meter Well 6 (analog),
- e) Well depth Well 5 (analog),
- f) Well depth Well 6 (analog),
- g) Tank level indicator (radio link to Skansie reservoir site analog),
- h) Well 5 pump on/off/auto (digital),
- i) Well 6 pump on/off/auto (digital),
- j) Pump HOA switch position well 5 (digital),
- k) Pump HOA switch position well 6 (digital),
- l) Intrusion well house (digital),
- m) 3-phase amperage monitoring Well 5,
- n) 3-phase amperage monitoring Well 6 (analog),
- o) Pump fail Well 5 (digital),
- p) Pump fail Well 6 (digital).

EXHIBIT B

SCADA System for the Water & Emergency Management Systems
Request for Proposals
Page 3 of 4

Well No. 8 site

- a) Water meter (analog),
- b) Well depth (analog),
- c) Pump on/off/auto (digital),
- d) Pump HOA switch position (digital),
- e) Intrusion (digital),
- f) Radio and telemetry expandable to Well No. 2 capability.

Skansie Reservoir Site

Water level (analog) (radio link to well 5 and well 6 site) intrusion on storage tank hatch

BASE UNITS

Public Works Maintenance Facility located at 5116 89St NW, Gig Harbor, Washington

EMERGENCY MANAGEMENT SYSTEM

Weather and Data Collection (temperature, humidity, precipitation, wind speed/direction).

Water Level Data Collection

- 1) East tank,
- 2) Skansie tank,
- 3) Well No. 4 tank,
- 4) Well No. 3 tank.

The SCADA computer system shall include, but shall not be limited to:

Wonderware Intouch 7.1 Development Control System with 35000 minimum points and I/O servers; SCADA computer equipment configuration; SCADA computer system interface to PLC system; alarm dialer configuration; pcAnywhere remote access computer system; automatic backup routine (incremental backup - daily; full backup - monthly); SCADA computer system configuration debugging and trouble-shooting; system hardware and application software documentation; SCADA computer system startup. We have obtained a radio frequency and a computer software capable of producing daily, weekly, monthly, and annual reports.

III. WARRANTY

As part of the warranty, the consultant shall make any and all repairs, replacements, modifications and adjustments required to eliminate any and all defects in design and/or workmanship, which may be identified within the one-year warranty period. These repairs, replacements, modifications and adjustments shall begin within 24 hours of notification by telephone by the Owner or Engineer and shall complete such repairs, replacements, modifications and adjustments within forty-eight hours of notification. Should the consultant fail to complete the work within forty-eight hours, the Owner may proceed to undertake or complete the work. In such event, the consultant and their surety shall be liable for all reasonable costs incurred by the Owner. Warranty begins following Substantial Completion and delivery of final "record drawing" submittal.

EXHIBIT B

IV. RESPONSE FORMAT

Please provide the City the following:

- A complete proposal for a turnkey SCADA system described in the Summary of Work.
- A proposed schedule for each phase of the work.
- A complete itemized cost estimate for the turnkey proposal.
- A resume detailing experience with configuration, programming, startup, NT human machine interfaces (HMI), SCADA design, design management, PLC or RTU application software, and control system connectivity.
- Descriptions of similar projects, in size and complexity, that the company has designed, configured, installed and started up in the last 10 years. Provide a description of each SCADA system, cost data, schedule information, and references.
- Description of Ownership and organization and resumes of principals and/or key employees. Provide names and resumes of individuals who will be working with the City.
- Service and support capabilities in preliminary and final design, configuration, assembly testing, installation, operation, calibration, trouble-shooting, and service and repair of SCADA systems for municipal waterworks and sewerage facilities.
- Professional references including entity name and contact information.
- Additional information that may assist the City in ascertaining the company's general ability to perform the work.

V. SUBMITTAL

The City of Gig Harbor reserves the right to reject any and all proposals due to technicalities, irregularities or informalities. The proposal believed to be in the best interest of the City will be accepted.

Proposals must be submitted to the office of the Director of Operations, City of Gig Harbor, 3105 Judson Street, Gig Harbor, Washington 98335 no later than 4:00 p.m., Friday, April 5, 2002. Postmarks will not be accepted.



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: STORM DRAINAGE SYSTEM MODELING, THE SHEA GROUP
DATE: JULY 22, 2002

INTRODUCTION/BACKGROUND

An identified Storm Sewer Operating objective in the 2002 budget is to review and evaluate the city's existing storm drainage basins and develop recommendations for the creation of a city storm water modeling program. The scope of services to be performed under this contract consists of the following; review, verify, and update the existing city storm drainage data; research, compare, evaluate, and recommend to the city a Storm water system software program; and prepare a final scope of work and budget for the creation and implementation of a future storm sewer base map and model. Creation of the base map and the storm water modeling program will be performed under a separate and future contract. Based on several meetings, and extensive knowledge of storm water modeling, The Shea Group was the firm selected to do the work.

The Consultant Services Contract is the standard city form approved by the City Attorney.

FISCAL CONSIDERATIONS

This work was anticipated in the approved 2002 Budget as identified in the Storm Sewer Operating Fund. The contract amount, \$15,705.32, exceeds the \$15,000 budgeted amount, but sufficient funds are available without adjustment to the budget.

RECOMMENDATION

I recommend that the Council authorize the execution of the Consultant Services Contract with The Shea Group in the total amount not-to-exceed Fifteen thousand seven hundred and five dollars and thirty two cents (\$15,705.32).

Storm Drainage System Modeling City of Gig Harbor

Project Description: The City of Gig Harbor has recently adopted a stormwater comprehensive plan dated February 2001. The plan provides a comprehensive overview of stormwater management conditions and system performance in the City watersheds. The City intends to keep the plan updated as new development comes online, continue to evaluate existing conditions, and develop solutions for problem areas.

The purpose of this project, which will be executed in two phases, is threefold:

- review, verify, and update the existing storm drainage system in the City;
- set up a stormwater model that will allow City staff to update the model as improvements are made and new systems are built; and
- to provide a routine mechanism to evaluate potential drainage system impacts in conjunction with the development review process.

Phase 1 of this project consists of evaluating the existing model, model inputs, and data sources used in the development of the comprehensive plan and to recommend an approach to update the modeling system.

Phase 2 will consist of performing the modeling, system set-up, and training recommended by Phase 1.

Phase 1 is described in greater detail below.

Task 1 Review Existing Conditions

The purpose of this task is to review the existing stormwater comprehensive plan and model to determine if there are deficiencies in data development, model coverage, or analysis approach. The consultant will prepare a brief technical report (approximately 2 pages outlining the findings) to be included in the Project Recommendations Report. This task also includes one visit to the City to review data, discuss the project with City staff, and to reconnaissance the drainage areas.

Task 2 Investigate Existing Model Data Format

The purpose of this task is to review the existing model data and input files to determine the preferred method for transferring data into the proposed model format. This evaluation will also consider the most appropriate method to use to allow for thorough quality assurance/quality control. In addition, a recommended method for data base development will be described. The product of this task is a one or two page description of the methods to be used for data transfer and project data-handling to be included in the Project Recommendations Report, database framework for model data management, and a data transfer test. This task will be coordinated with Task 3.

Task 3 Review GIS Data Sources

The purpose of this task is to review the GIS-source modeling data sources (other than data that can be transferred from the previous model) to determine if the data is adequate for developing model input information. This task includes a review of existing GIS data, and coordination with the modeling and database tasks to evaluate data needs. This task will also evaluate whether the existing model data can be updated in a manner that is consistent with original modeling assumptions. The Consultant will prepare a two page narrative that describes the proposed GIS approach for the modeling update.

Task 4 Model Evaluation and Recommendation

This task involves researching the available hydrologic/hydraulic stormwater models and evaluating their strengths and weaknesses as pertains to the needs of the City of Gig Harbor. A comparison will be made of the models' capabilities, deficiencies, ease of use, compatibility with GIS and other programs, and overall acquisition cost. The program that best serves the needs of Gig Harbor will be recommended for use in modeling the existing storm drainage network. Models included in this test will be Hydra, StormShed, PC-

SWMM or XP-SWMM, and possibly one other model. The outcome of this task is a Draft and Final Hydrologic/Hydraulic Model Comparison Technical Memorandum.

Task 5 Phase 2 Scope of Work

The purpose of this task is to prepare an outline of the system to evaluate future development projects, including a training program. The outline will be part of the Project Recommendations Report. A draft and final scope of work and budget for the Phase 2 Modeling Update will be provided after the City has reviewed the Project Recommendations Report. A final scope of work and budget will be prepared addressing the City's comments. Two meetings with City Staff are included in the budget.

PRODUCTS

- Project Recommendations Report
- Phase 2 Scope of Work and Budget
- Meetings and site visits as described in the work tasks

BUDGET

Attached

SCHEDULE

Attached

PROJECT: City of Gig Harbor

CLIENT: Drainage System Modeling Phase 1

PMX #			BILLING MULTIPLIER:	STAFF	Paul Fendt	Nick Stackelberg	Lisa Allen	Jim Glassley	Dan Fisher	Debbie Featherston	Dave Skinner	TOTAL HOURS	TOTAL COST	Subtotals
PHASE	TASK	ORG CODE	3.19	BILL RATES	\$157.04	\$95.19	\$81.28	\$81.44	\$62.59	\$57.74	\$123.33			
1	1	K		Review Existing Data	2				2		2	6	\$685.91	
1	2	K		Investigate Existing Model Data Format	2	16	32		2			52	\$4,563.30	
1	3	K		Review GIS Data Sources				24	2			26	\$2,079.75	
1	4	K		Model Evaluation and Recommendation	4	32			2		2	40	\$4,046.07	
1	5	K		Phase 2 Scope of Work	12			8	2	12	4	38	\$3,847.40	
Labor Subtotal at Current Salary Rates					20	48	32	32	10	12	8	162	\$15,222.42	
Salary Escalation				Estimated % of project completed before next salary increase				Additional Labor Cost						
				Estimated % of next salary increase				from salary escalation						
In-House Expense		Item	Number	Unit Cost	Unit	Direct Cost	Markup %							
		Mileage	600	\$0.365	mile	\$219.00	10%					\$240.90		
		Photocopies	200	\$0.10	sheet	\$20.00	10%					\$22.00		
		Check prints		\$1.00	sheet		10%							
		Final Plots		\$20.00	sheet		10%							
		Misc.	200	\$1.00	each	\$200.00	10%					\$220.00		
Outside Expenses			Description			Direct Cost	Markup %							
Other Expenses							15%							
							15%							
Subconsultants							15%							
							15%							
							15%							
PROJECT TOTAL												\$15,705.32		

Prepared By: _____
(Project Manager)

Reviewed By: _____
(Division Manager)

Approved By: _____
(Office Manager)



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP *[Signature]*
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: FIRST READING OF ORDINANCE
AMENDMENT TO ORDINANCE NO. 403 – AMENDING THE PUBLIC
WORKS STANDARDS FOR PRIVATE STREETS
DATE: JULY 22, 2002

INTRODUCTION/BACKGROUND

The current Public Works Private Street Standards, Section 2B.070, allow for the construction of a private street to serve unlimited dwelling units or businesses on one parcel. In the situation of a very large parcel, a long private street could result. In the case of a long private street on one parcel, the homeowners face repair and operation costs associated with the street that may be beyond their means to finance. Consequently a number of situations have arisen in which the city has been requested by the homeowners to accept private streets for ownership and operation, after the homeowners realize the repair and operation costs are beyond their means.

In response to these situations, staff has generated an amendment to Section 2B.070 of the Public Works Standards to allow for short private streets in developments meeting certain development standards.

The proposed ordinance has been reviewed and approved by the city attorney.

RECOMMENDATION

I recommend the proposed ordinance, as presented, be approved by the City Council after the second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PUBLIC WORKS STANDARDS FOR NEW DEVELOPMENT IN THE CITY, AMENDING THE STANDARDS FOR PRIVATE STREETS TO LIMIT THE SITUATIONS IN WHICH PRIVATE STREETS MAY BE CONSTRUCTED, ESTABLISH THE DIMENSIONAL STANDARDS OF PRIVATE STREETS, DESCRIBE THE REQUIREMENTS FOR PRIVATE MAINTENANCE AND THE NEED FOR A MAINTENANCE AGREEMENT; REPEALING SECTION 2B.070 OF THE CITY'S PUBLIC WORKS STANDARDS, AS ADOPTED BY ORDINANCE NO. 403; AND ADOPTING A NEW SECTION 2B.070 TO THE CITY'S PUBLIC WORKS STANDARDS.

WHEREAS, the City adopted the Public Works Standards in Ordinance No. 403; and

WHEREAS, the Public Works Standards include standards allowing for the construction of a private street if the street will not serve more than four dwelling units or businesses on separate parcels (Section 2B.070); and

WHEREAS, the Public Works Standards allow construction of a private street to serve unlimited dwelling units or businesses on one parcel as a planned unit development or planned residential development (Section 2B.070); and

WHEREAS, the City Council finds that public interest concerns are implicated when a private street is constructed to serve a number of dwelling units or businesses on separate parcels or one parcel, if the private street is very long, or if traffic circulation needs are not individually considered by the City; and

WHEREAS, the City Council finds that when a long private street is constructed on one parcel, the homeowners face repair and operation costs associated with the street that may be beyond their means to finance; and

WHEREAS, the City Council finds that there have been a number of situations in the City in which homeowners have asked the City Council to accept private streets for ownership and operation, after the homeowners realize that the repair and operation costs are beyond their means; and

WHEREAS, the City Council finds that it is in the public interest to allow short private streets in developments meeting certain criteria and as long as development standards are crafted to ensure that the repair and operation costs of the private street are manageable for the private street owners; and

WHEREAS, the City SEPA Responsible Official has determined that this ordinance is categorically exempt from SEPA under WAC 197.11.800(20); and

WHEREAS, the City Council held a public hearing and considered this Ordinance during its regular City Council meeting of July 22, 2002; Now, Therefore,

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

Section 1. Section 2B.070 of the City's Public Works Standards, as adopted by Ordinance No. 403, is hereby repealed.

Section 2. A new Section 2B.070 is hereby added to the City's Public Works Standards, as adopted by Ordinance No. 403:

2B.070 PRIVATE STREETS.

See definition of private street in Section 1.025.

A. Criteria for Allowing Private Streets.

1. Private streets will be allowed only if the City Engineer makes a determination that the private street is not needed for traffic circulation under the criteria set forth in this Section, the City's Public Works Standards and the Transportation Element of the City's Comprehensive Plan.

2. Private streets will not be allowed (a) when the street connects two public streets; (b) when in conflict with the adopted arterial plan or street circulation plan, adopted in the City's Transportation Element of the Comprehensive Plan.

3. Private streets will be allowed within developments as long as they meet the following additional criteria: (a) structural sections shall consist of 4 inch crushed surfacing base course followed with 4 inch crushed surfacing top course followed by 2 and one half inch of asphalt concrete pavement; (b) a non motorized access plan shall be approved by the City; (c) internal traffic calming measures or devices such as speed bumps or traffic circles may be required; (d) minimum curb to curb width shall be twenty-four (24) feet with parallel parking prohibited on streets that are less than thirty-two (32) feet wide; (e) a five foot minimum width sidewalk will be required on at least one side of the street and shall be consistent with the approved non motorized plan; and (f) the sidewalk and curb design must prevent parking upon the sidewalk.

B. Length of Private Streets. Private streets shall be limited in length to four hundred (400) feet, including private streets in planned unit developments and planned residential developments. Streets longer than four hundred (400) feet in length shall be constructed in conformance with public street standards.

C. Maintenance. The City will not maintain private streets, signs or drainage improvements on private streets. As a condition of constructing a private street, the City will require that the owners of the

private street enter into a private maintenance agreement between themselves describing their responsibilities and providing notice to subsequent purchasers that the City does not own or maintain the private street. The agreement must be approved for form by the City Attorney and recorded with the Pierce County Auditor. The agreement shall contain the following specific terms: (1) the responsibilities of the individual owners for maintenance, repair and reconstruction of the private street; (2) maintenance methods; (3) standards of maintenance; (4) distribution of expenses; (5) remedies for noncompliance with the agreement; (6) exchange of right of use easements; and (7) the creation of a private street maintenance fund and the annual assessment.

D. Notice on Plat regarding Private Streets. Each development, plat or short plat with a private street shall contain a notice to the public/purchasers, which shall contain the following language: "The City of Gig Harbor has no responsibility to build, improve, maintain or otherwise serve any private streets providing access to the property described in this plat. Any private access street shall remain a private street unless it is upgraded to public street standards at the expense of the developer or adjoining lot owners to public street standards, and the City chooses to accept such private street for public ownership and maintenance."

E. Turnarounds. When three or more lots or dwelling units are served on a dead-end greater than one hundred and fifty feet (150) feet in length, a turnaround having an improved radius of forty-five (45) feet, or an equivalent, workable maneuvering area approved by the City Engineer, shall be provided at the end of the private street.

F. Utilities. All City utilities located within the plat, short plat or development shall be owned and maintained by the owners of the property therein. All costs associated with the maintenance, repair and operation of the utilities shall be the responsibility of the owners of the property in the plat, short plat or development. Water master meters and detector check valves shall be required at the point at which the private street intersects the City right of way for all gated private developments, plats or short plats.

G. Signs. Private street signs with street designations shall be provided by the developer at the intersection of private streets with other private streets and public streets. Such signs shall meet the specifications

in the City's Public Works Standards, and in the case of intersections with public streets, shall either be located within the public right-of-way or within a separate maintenance easement. Maintenance and repair of such street signs shall be included in the maintenance agreement between the private property owners.

H. Bonds. All private streets shall be constructed prior to the time that the developer makes application for final plat approval. Bonds or other methods of assuring construction of improvements shall not be allowed for the future construction of private streets after final plat approval.

I. Construction. Private streets are the responsibility of the developer to construct to the requirements in the City's Public Works Standards. Upon completion of the required improvements, the developer will be required to submit a statement to the City warranting that the improvements have been completed in accordance with the adopted standards.

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

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor
this __th day of _____, 2002.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

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

SUMMARY OF ORDINANCE NO. ____

of the City of Gig Harbor, Washington

On _____, 2002, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PUBLIC WORKS STANDARDS FOR NEW DEVELOPMENT IN THE CITY, AMENDING THE STANDARDS FOR PRIVATE STREETS TO LIMIT THE SITUATIONS IN WHICH PRIVATE STREETS MAY BE CONSTRUCTED, ESTABLISH THE DIMENSIONAL STANDARDS OF PRIVATE STREETS, DESCRIBE THE REQUIREMENTS FOR PRIVATE MAINTENANCE AND THE NEED FOR A MAINTENANCE AGREEMENT; REPEALING SECTION 2B.070 OF THE CITY'S PUBLIC WORKS STANDARDS, AS ADOPTED BY ORDINANCE NO. 403; AND ADOPTING A NEW SECTION 2B.070 TO THE CITY'S PUBLIC WORKS STANDARDS.

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

APPROVED by the City Council at their meeting of _____, 2002.

MOLLY TOWSLEE, CITY CLERK



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM,
2003 - 2008
DATE: JULY 22, 2002

INTRODUCTION/BACKGROUND

Local agencies are required to prepare a Six-Year Transportation Improvement Program (TIP) under RCW 35.77.010. State and federal funding for transportation projects are tied to approved Six-Year Transportation Improvement Programs. While a TIP represents the anticipated projects over a six-year period, the projects undertaken in any given year are subject to the annual budget deliberation process.

The attached Six-Year TIP for 2003 through 2008 is consistent with the City of Gig Harbor Transportation Plan (December 1994 and Draft March 2002), and updates last year's amended TIP to reflect projects anticipated to be completed this year, newly funded projects, those anticipated to carry over into 2003, and the most current cost information.

The TIP includes the construction of improvements on Franklin Avenue and Prentice Street. The improvements to Olympic Drive and 56th Avenue will be completed in 2003 dependent upon the availability of state and federal funding. The design and construction of intersection improvements at 36th Street and Point Fosdick Drive is contingent on WSDOT Tacoma Narrows Bridge project funding. The TIP also anticipates the design of 38th Avenue, Grandview Street Improvements Phase 2, Briarwood Lane, and the 45th Avenue Pedestrian Project for 2003 with construction dates contingent upon successful grant funding.

Miscellaneous projects in the 2003 program will respond to pavement, sidewalk, and storm drainage needs on a prioritized basis depending on location, severity, traffic volumes, safety, and funding.

FISCAL CONSIDERATIONS

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

RECOMMENDATION

I recommend that the Council approve the attached resolution adopting the Six-Year Transportation Improvement Program (2003-2008).

**CITY OF GIG HARBOR
RESOLUTION NO.**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING A SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM AND DIRECTING THE SAME TO BE FILED WITH THE STATE SECRETARY OF TRANSPORTATION AND THE TRANSPORTATION IMPROVEMENT BOARD.

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

WHEREAS, the City Council has reviewed the work accomplished under the said Program, determined current and future City street and arterial needs, and based upon these findings has prepared a Six-Year Transportation Improvement Program for the ensuing six (6) calendar years, and

WHEREAS, a public hearing was held on the said Six-Year Transportation Improvement Program on July 22, 2002, and

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

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

Section 1. Program Adopted. The Six-Year Transportation Improvement Program for the City of Gig Harbor, as revised and extended for the ensuing six (6) calendar years (2003-2008, inclusive), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference as if fully set forth herein, which Program sets forth the project location, type of improvement and the estimated cost thereof, is hereby adopted and approved.

Section 2. Filing of Program. Pursuant to Chapter 35.77 RCW, the City Clerk is hereby authorized and directed to file a copy of this resolution forthwith, together with the Exhibit A attached hereto, with the Secretary of Transportation and a copy with the Transportation Improvement Board for the State of Washington.

RESOLVED this ____ day of July, 2002

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

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

DRAFT

Six Year Transportation Improvement Program
From 2003 to 2008

Agency: Gig Harbor
Co. No.: 27 Co. Name: Pierce Co.
City No.: 0490 MPO/RTPO: PSRC

Hearing Date: _____ Adoption Date: _____
Amend Date: _____ Resolution No.: _____

Functional Class	Priority Number	Project Identification					Project Costs in Thousands of Dollars									Expenditure Schedule (Local Agency)				Federally Funded Projects Only	
		A. Federal Aid No.	B. Bridge No.	Improvement Type(s)	Status	Total Length	Utility Codes	Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)
		C. Project Title	Federal Funding							State Fund Code	State Funds	Local Funds	Total Funds								
		D. Street/Road Name or Number	Federal Fund Code											Federal Cost by Phase							
E. Beginning MP or road	F. Describe Work to be Done	Ending MP or road																			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
19	1	FRANKLIN AVE. IMP (Phase 2) Franklin Avenue / Fuller Street from: Peacock Hill Avenue to: Burnham Drive Provide curbs, gutters, and sidewalks on both sides, storm sewer improvements, water main replacement, and traffic calming features.	03 05	P	0.23	C P T W	CN	5/1/2003					300	300	300						
								Totals					300	300	300						
19	2	PRENTICE STREET IMPROVEMENTS Prentice Street from: Fennimore Street to: Burnham Drive Curbs and gutters on both sides, sidewalk(s), storm sewer improvements, and landscaped planter strip where feasible.	03 05	P	0.30	C P T	CN	5/1/2003					220	220	220						
								Totals					220	220	220						
14	3	OLYMPIC DRIVE/56th STREET IMPROVEMENTS Olympic Drive & 56th Ave. from: 38th Ave to: Point Fosdick Drive Reconstruction to provide a 5-lane section, w/ bicycle lanes, curbs, gutters, sidewalks, and land-scaped planter strip on both sides, left-turn pockets, landscaped median where feasible, storm sewer improvements.	03 04 06	P	0.49	C P S T G W	RW CN	1/1/2003 5/1/2003	STP(U)	1790	OTHER UATA	660	100 150	100 2600	100 2600						
								Totals			1790	660	250	2700	2700						
16	4	56th ST. / PT. FOSDICK DR. IMPROVEMENTS 56th Street / Point Fosdick Drive from: Olympic Drive to: Olympic Drive Reconstruction to provide a 3-lane section, w/ bicycle lanes, curbs, gutters, sidewalks, and landscaped planter strip on one side, left-turn pockets, landscaped median where feasible.	03 04 05	P	0.55	C G P T W	CN	5/1/2003	STP(U)	1076	AIP	286	74	1436	1436						
								Totals			1076	286	74	1436	1436						



Agency: Gig Harbor

Co. No.: 27 Co. Name: Pierce Co.

City No.: 0490 MPO/RTPO: PSRC

Hearing Date: Adoption Date:

Amend Date: Resolution No.:

Functional Class	Priority Number	Project Identification A. Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or road - Ending MP or road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only		
							Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	RW Required Date (MM/YY)	
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
16	5	36th St. / Pl. Fosdick Dr. Intersection Improvement Pl. Fosdick Dr. and 36th Street from: Pl. Fosdick Drive to: 36th Street Provide left turn lanes and provide conduit for future signal installation. (Pending WSDOT Narrows Bridge Project)	12 05	P	.1	P T	PE RW CN	1/1/2003 4/1/2003 6/1/2003			WSDOT WSDOT	25 250	10	25 10 250	25 10 250						Yes
Totals												275	10	285	285						
17	6	38TH AVENUE IMPROVEMENTS 38th Avenue from: City Limits to: 56th Street Complete design, & construct 2- / 3-lane section, w/ left turn pockets, & w/ bicycle lanes, curbs, and gutters on both sides, a landscaped planter strip and sidewalk on the east side only, storm sewer improvements, etc.	03 06 04	P	1.0	C P O G T W	PE CN	1/1/2003 5/1/2004					300 1930	300 1930	300 1930					EA	
Totals													2230	2230	300	1930					
17	7	Grandview Street (Phase 2) Grandview Street from: Pioneer Ave. to: Stinson Ave. Reconstruct Grandview Street to provide two 11 foot lanes w/ bike lanes, C&G, and sidewalk.	03	P	.2		PE CN	1/1/2003 5/1/2004					50 189	50 189	50 189						
Totals													239	239	50	189					
19	8	BRIARWOOD LANE IMPROVEMENTS Briarwood Lane from: 38th Avenue to: Point Fosdick Drive Construct curbs, gutters and sidewalk/pedestrian pathway on the south side, planter strip(s), traffic islands, and lighting.	01	P	0.59	C S P G T	PE CN	1/1/2003 5/1/2004			PSMP	25	25 185	25 210	25 210	25 210					
Totals												25	210	235	25	210					



Washington State Department of Transportation

Six Year Transportation Improvement Program

From **2003** to **2008**

Agency: Gig Harbor
 Co. No.: 27 Co. Name: Pierce Co.
 City No.: 0490 MPO/RTPO: PSRC

Hearing Date: _____
 Amend Date: _____
 Adoption Date: _____
 Resolution No.: _____

Functional Class	Priority Number	Project Identification A. Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or road - Ending MP or road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars										Federally Funded Projects Only	RW Required Date (MM/YY)				
							Fund Source Information						Expenditure Schedule (Local Agency)									
							Project Phase	Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th Thru 6th	Envr. Type	Required Date (MM/YY)			
1	2						8	9	10	11	12	13	14	15	16	17	18	19	20	21		
16	9	45th AVE PED IMP PROJECT from: Point Fosdick Construct curb, gutter & sidewalk along the north side of 45th from Pt Fosdick to 30th Ave. to: 30th Avenue Ct	06	S	.04	C G P T W	PE CN	1/1/2003 5/1/2004					6 15	6 15		6						
Totals							21	21	4	46	46	4	46									
00	10	DOWNTOWN PARKING LOT CONSTRUCTION Downtown Parking Lot from: Central Bursn. Dist. Construct additional off-street parking in conformance w/ the City's Design Guidelines to: Central Bursn. Dist.	01	P	0.03	P W	PE CN	1/1/2003 5/1/2004					4 46	4 46		4		46				
Totals							50	50	4	46	46	4	46									
17	11	GRANDVIEW STREET IMP. (Phase 3) Grandview Street from: McDonald Ave. Reconstruct to include sidewalks w/ bike lanes and curb and gutter with landscape strips. to: Soundview Drive	03 05	P	0.5	C G P S T W	PE CN	1/1/2004 3/1/2005					100 350	100 350		100		350				
Totals							450	450	100	450	450	100	350									
17	12	BURNHAM DRIVE IMPROVEMENTS Burnham Drive from: Harborview Drive to: Franklin Avenue Reconstruction, including minor widening, curbs, gutters, sidewalks, storm sewer improvements.	03 05	P	0.28	C P T	PE CN	1/1/2004 5/1/2005					27 202	27 202		27		202				
Totals							229	229	27	229	229	27	202									



Agency: Gig Harbor

Co. No.: 27 Co. Name: Pierce Co.

City No.: 0490 MPO/RTPO: PSRC

Hearing Date: _____

Adoption Date: _____

Amend Date: _____

Resolution No.: _____

Functional Class	Priority Number	Project Identification					Project Costs in Thousands of Dollars										Expenditure Schedule (Local Agency)				Federally Funded Projects Only				
		A. Federal Aid No.	B. Bridge No.	Improvement Type(s)	Status	Total Length	Utility Codes	Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)				
		C. Project Title	D. Street/Road Name or Number							E. Beginning MP or road	F. Ending MP or road	Federal Funding	State Fund Code	State Funds	Local Funds							Total Funds			
		D. Street/Road Name or Number								E. Beginning MP or road - Ending MP or road		Federal Fund Code											Federal Cost by Phase		
1	2	3					4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
16	13	VERNHARSDEN STREET IMPROVEMENTS Vernhardsen Street from: City Limits to: Peacock Hill Avenue Pavement restoration and/or overlay, storm sewer, curbs, gutters, and sidewalk(s).					0507	P	0.34	W	PE CN	1/1/2004 5/1/2005			PSMP	25	16 123	16 148		16	148				
										Totals				25	139	164	16	148							
16	14	ROSEDALE STREET IMPROVEMENTS (Phase 2) Rosedale Street from: City Limits to: State Route 16 Minor widening to provide 2-thru lanes, channelization, left-turn pockets, bicycle lanes.					0305	P	0.53	C P T	PE CN	1/1/2005 5/1/2006	STP(U) STP(U)	59 435		10 68	69 503			69	503				
										Totals				494	78	572	69	503							
16	15	ROSEDALE STREET IMPROVEMENTS (Phase 3) Rosedale Street from: State Route 16 to: Shirley Avenue Minor widening to provide 2-thru lanes curbs, gutters, storm sewer improvements, bicycle lane and sidewalk on one side, and provisions for truck stop and other.					0305	P	0.34	C P T	PE CN	1/1/2006	STP(U)	35		5	40				40				
										Totals				35	5	40		40							
14	16	PT. FOSDICK DR PED IMP PROJECT Point Fosdick Drive from: Harbor County Lane to: 36th Ave. This project will construct approximately 2600 LF of curb, gutter, and sidewalk along the east side of Pt. Fosdick from Harbor County Drive					06	S	0.5	C G P T W	PE CN	1/1/2006 5/1/2006					34 225	34 225				34 225			
										Totals						259	259		259						

Agency: Gig Harbor
 Co. No.: 27 Co. Name: Pierce Co.
 City No.: 0490 MPO/RTPO: PSRC

Hearing Date: _____ Adoption Date: _____
 Amend Date: _____ Resolution No.: _____

Functional Class	Priority Number	Project Identification					Project Costs In Thousands of Dollars									Expenditure Schedule (Local Agency)				Federally Funded Projects Only		
		A. Federal Aid No.	B. Bridge No.	Improvement Type(s)	Status	Total Length	Utility Codes	Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	RW Required Date (MM/YY)	
		C. Project Title	D. Street/Road Name or Number							E. Beginning MP or road	F. Ending MP or road	F. Describe Work to be Done	Federal Funding	Federal Fund Code	Federal Cost by Phase							State Fund Code	State Funds	Local Funds	Total Funds
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
19	17	50th Court 50th Court from: Olympic Drive to: 38th Street Construct new two lane roadway with C.G. & S/W.	01	P	.5	S P T	PE CN	1/1/2006 5/1/2007						50 300	50 300				50 300			
Totals													350	350				350				
16	18	Harborview Drive Imp Project from: North Harborview to: Burnham Drive Reconstruct roadway to provide for C.G. & S/W with bike lanes and landscape strips.	03 05 06	P	.30	P S T W	PE CN	1/1/2006 5/1/2007					40 500	40 500				40 500				
Totals													540	540				540				
16	19	38th / HUNT STREET (Phase 1) 38th Ave. & Hunt Street from: Skansi Avenue to: 56th Ave. Preliminary design of a 2-/3-lane section, w/ median &/or left turn pockets, bicycle lanes, curbs, gutters.	04 07	P	1.0	C S G P T W	PE CN	1/1/2007 5/1/2007			PSMP PSMP	22 124	20 42	42 166				42 166				
Totals													146	62	208				208			
16	20	CRESCENT VALLEY CONNECTOR Crescent Valley Road from: Crescent Valley Road to: Peacock Hill Avenue Purchase right-of-way, design and construct a 2-/3-lane road, including paved shoulders, storm	01	P	1.0	C P T G	PE RW CN	1/1/2007 1/1/2007 5/1/2008	STP(U) STP(U)	223 1637	OTHER OTHER	228 250 1672	35 250 255	486 250 3564				486 250 3564		Yes		
Totals													1860	2150	290	4300				4300		



Washington State Department of Transportation

Six Year Transportation Improvement Program

From **2003** to **2008**

Agency: Gig Harbor

Hearing Date: _____ Adoption Date: _____

Co. No.: 27 Co. Name: Pierce Co.

Amend Date: _____ Resolution No.: _____

City No.: 0490 MPO/RTPO: PSRC

Functional Class	Priority Number	Project Identification					Project Costs in Thousands of Dollars									Expenditure Schedule (Local Agency)				Federally Funded Projects Only	
		A. Federal Aid No.	B. Bridge No.	Improvement Type(s)	Status	Total Length	Utility Codes	Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)
		C. Project Title	D. Street/Road Name or Number							E. Beginning MP or road - Ending MP or road	F. Describe Work to be Done	Federal Funding	Federal Cost by Phase	State Fund Code	State Funds						
		10	11	12	13	14	15	16	17	18	19	20	21								
17	21			01	P	0.91	P W	PE	1/1/2008			OTHER	75		75				75		
		NORTH-SOUTH CONNECTOR (Swede Hill Road) Swede Hill Road from: Bumham Drive to: Borgen Blvd. Corridor preservation for north-south circulation & access in the Gig Harbor North area.					Totals														
17	22			01 03	P	0.5	C P O T G W	PE RW CN	1/1/2008 5/1/2008 5/1/2008	STP(U) STP(U) STP(U)	610 649 4120	UATA UATA UATA	745 801 5152	45 50 303	1400 1500 9575				1400 1500 9575		Yes
		HUNT ST XING OF SR-16 KIMBALL DR EXT. from: 38th Avenue to: Kimball Drive Design, purchase right-of-way, and construct a 2-lane undercrossing or SR-16.					Totals														
16	23			12	P	.1	C G P S W T	PE	1/1/2008			OTHER		20	20				20		
		Hunt/Skansie Signalization Hunt Street and Skansie Ave. from: Hunt Street to: Skansie Ave. Installation of a new traffic signal at the intersection of Hunt Street and Skansie Ave.					Totals														
14	24			03 04	P	.5	C G P S W T	PE	1/1/2008			WSDOT	80	20	100				100		
		Wollochet Drive Improvement Project Wollochet Drive from: Hunt Street to: SR-16 Widen roadway to provide for 11-foot lanes with additional lanes to accommodate future WSDOT SR-16 ramp modifications with C,G & S/W with centerline and street lighting.					Totals														



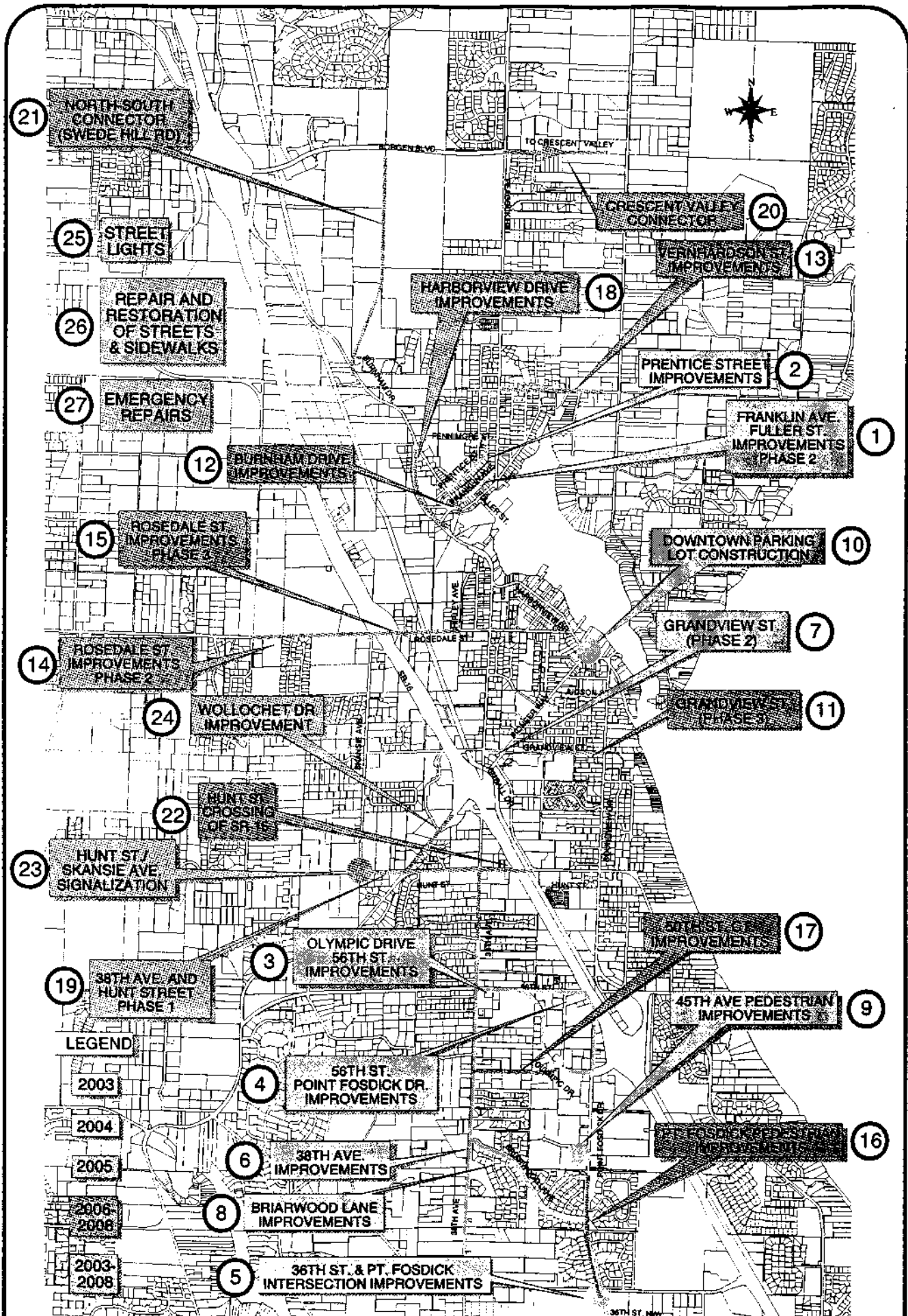
Washington State Department of Transportation

Six Year Transportation Improvement Program From 2003 to 2008

Agency: Gig Harbor
 Co. No.: 27 Co. Name: Pierce Co.
 City No.: 0490 MPO/RTPO: PSRC

Hearing Date: _____ Adoption Date: _____
 Amend Date: _____ Resolution No.: _____

Functional Class	Priority Number	Project Identification					Project Costs in Thousands of Dollars										Expenditure Schedule (Local Agency)				Federally Funded Projects Only		
							Fund Source Information																
							Project Phase	Phase Start (mm/dd/yyyy)	Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds									
									Federal Fund Code	Federal Cost by Phase													
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21			
00	25	STREET LIGHTS Minor and Collector Arterials from: Various Locations to: Various Locations Install underground power and street lights in conformance with the City's Design Guidelines to	01	P	0		ALL	5/1/2003						135	135	10	10	10	105				
							Totals						135		135	10	10	10	105				
00	26	REPAIR & RESTR. OF STREETS & SIDEWALKS Various Streets from: Various Locations to: Various Locations Miscellaneous street and storm drainage improvements within the public right-of-way.	07	P	0		ALL	5/1/2003					400	400	50	60	60	230					
							Totals						400		400	50	60	60	230				
00	27	EMERGENCY from: to: Emergency repairs to City streets to restore traffic, and/or safe driving conditions, and/or	07	P			ALL	1/1/2003					180	180	20	30	30	100					
							Totals						180		180	20	30	30	100				
Grand Totals for Gig Harbor													10634		10340	7119	28093	5406	2633	869	19185		



Six Year Transportation Improvement Program 2003 - 2008



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: AMENDMENT TO RESOLUTION 411
- SMALL WORKS PROCESS
DATE: JULY 22, 2002

INTRODUCTION/BACKGROUND

The city is allowed to establish a small works roster process to award contracts for public works projects costing less than \$200,000.00 in lieu of competitive bidding. The RCW describing the small works roster process was recently amended by the Washington State Legislature. The attached Resolution also updates and re-establishes the city's existing procedure for the award of contracts for public works costing less than \$200,000.00, in lieu of competitive bidding.

ISSUES/FISCAL IMPACT

There are no fiscal impacts.

RECOMMENDATION

I recommend adoption of the attached Resolution, which repeals Resolution 411.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ON THE SUBJECT OF PUBLIC WORKS CONTRACTING; ESTABLISHING A SMALL WORKS ROSTER PROCESS TO BE USED IN LIEU OF COMPETITIVE BIDDING FOR PUBLIC WORKS UNDER \$200,000; REPEALING RESOLUTION 411.

WHEREAS, the Washington State Legislature recently amended RCW 39.04.155, which allows cities to use a small works roster process for the award of public works contracts under a certain monetary amount in lieu of competitive bidding; and

WHEREAS, RCW 39.04.155 requires the adoption of a resolution describing the small works roster process and the contract award procedure; and

WHEREAS, the City's former small works roster procedure is described in Resolution 411, which must be repealed and replaced with this Resolution; and

WHEREAS, RCW 39.04.280 allows the City to waive competitive bidding requirements for public works contracting in the event of an emergency, which requires the City to designate a person who will address the emergency situation, and establish a procedure for awarding the contract during the emergency; Now, Therefore,

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

Section 1. Resolution No. 411 is hereby repealed.

Section 2. The City Council hereby establishes the following process for the award of public works contracts under the small works roster process, and for the award of public works contracts in the event of an emergency:

SMALL WORKS ROSTER
AND EMERGENCY PUBLIC WORKS CONTRACTING

A. Exemptions from Competitive Bidding.

1. As provided in RCW 39.04.280, competitive bidding requirements may be waived by the City Council for the following:
 - a. Purchases that are clearly and legitimately limited to a single source of supply;
 - b. Purchases that involve special facilities or market conditions;
 - c. Purchases in the event of an emergency;
 - d. Purchases of insurance or bonds; and
 - e. Public works in the event of an emergency.
2. If the City Council decides to waive competitive bidding requirements under section A(1)(a) through (d) above, the Council shall adopt a resolution which describes the factual basis for the exception, immediately after the award of any contract.
3. In the event of an emergency, the City Council designates the City Community Development Director to act with regard to the subject matter of this Resolution, and he or she may declare an emergency situation exists, waive competitive bidding requirements and award all necessary contracts on behalf of the City to address the emergency situation. If a contract is awarded without competitive bidding due to an emergency, a written finding of the existence of the emergency must be made by the City Council in a resolution no later than two weeks following the award of the contract.
4. For purposes of this Resolution, "emergency" means unforeseen circumstances

beyond the control of the City that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury or loss of life if immediate action is not taken.

B. Small Works Roster Process. The City need not comply with competitive, formal, sealed bidding procedures for the construction, building, renovation, remodeling, alteration, repair or improvement of real property where the estimated cost of the work does not exceed two hundred thousand dollars (\$200,000.00). Instead, the City may use the small works roster procedures for public works projects as set forth herein.

1. Determining Cost. The estimated cost referenced above includes the costs of labor, material, equipment and sales and/or use taxes as applicable. The breaking of any project into units or accomplishing of any projects by phases is prohibited if it is done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the small works roster process or limited public works process set forth in Section C herein.

2. Number of Rosters. The City may create a single, general small works roster, or may create a small works roster for different specialties or categories of anticipated work. Said small works rosters may make distinctions between contractors based upon different geographic areas served by the contractor.

3. Contractors on Small Works Roster(s). The small works roster(s) shall consist of all responsible contractors who have requested to be on the roster(s), and where required by law are properly licensed or registered to perform such work in this state. Contractors desiring to be placed on a roster or rosters must keep current records of any applicable licenses, certifications, registrations, bonding, insurance, or other appropriate matters on file with the City

as a condition of being placed on a roster or rosters.

4. Publication. At least once a year, the City shall publish in a newspaper of general circulation within the jurisdiction, a notice of the existence of the roster or rosters and solicit the names of contractors for such roster or rosters. Responsible contractors shall be added to an appropriate roster or rosters at any time that they submit a written request and necessary records. The City may require master contracts to be signed that become effective when a specific award is made using a small works roster. An interlocal agreement or contract between the City and other local governments establishing a small works roster or rosters to be used by the parties to the agreement or contract must clearly identify the lead entity that is responsible for implementing the small works roster provisions.

5. Electronic Rosters. In addition to paper and/or electronic rosters kept on file in the appropriate department, the City may also use that state wide electronic database developed and maintained jointly by the Daily Journal of Commerce and the Municipal Research and Services Center of Washington.

6. Telephone or Written Quotations. As provided below, the City shall obtain telephone, written or electronic quotations for public works contracts from contractors on the appropriate small works roster to assure that a competitive price is established and to award contracts to the lowest responsible bidder, as defined in RCW 43.19.1911(9). A copy of this statute is attached hereto as Exhibit A.

a. A contract awarded from a small works roster need not be advertised. Invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and

specifications need not be included in the invitation. This paragraph does not eliminate other requirements for architectural or engineering approvals as to quality and compliance with building codes.

b. Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster.

c. If the estimated cost of the work is from one hundred thousand dollars to two hundred thousand dollars, the City may choose to solicit bids from less than all the appropriate contractors on the appropriate small works roster, but must also notify the remaining contractors on the appropriate small works roster that quotations on the work are being sought. The City has the sole option of determining whether this notice to the remaining contractors is made by:

i. publishing notice in a legal newspaper in general circulation in the area where the work is to be done;

ii. mailing a notice to these contractor; or

iii. sending a notice to these contractors by facsimile or other electronic means.

d. At the time bids are solicited, the City representative shall not inform a contractor of the terms or amount of any other contractor's bid for the same project. Once a contractor has been afforded an opportunity to submit a proposal, that contractor shall not be

offered another opportunity until all other appropriate contractors on the roster have been given an opportunity to submit a bid;

e. A written record shall be made by the City representative of each contractor's bid on the project and of any conditions imposed on the bid. All of the telephone bids or quotes shall be collected and presented at the same time to the City Council for consideration, determination of the lowest responsible bidder and award of the contract. Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by telephone inquiry.

C. Limited Public Works Process. If a work, construction, alteration, repair or improvement project is estimated to cost less than thirty-five thousand dollars (\$35,000.00), the City may award such a contract using the limited public works process authorized in RCW 39.04.155(3) and this section. The City shall attempt to distribute opportunities for limited public works projects equitably among contractors willing to perform in the geographic area of the work.

1. Quotations. For a limited public works project, the City will solicit electronic or written quotations from a minimum of three contractors from the appropriate small works roster and shall either award the contract to the lowest responsible bidder, as defined in RCW 43.19.1911(9) (a copy of which is attached hereto as Exhibit A), or the City may reject all bids. After an award is made, the quotations shall be open to public inspection and available by electronic request.

2. Bonding. For limited public works projects, the City may waive the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of

chapter 60.28 RCW, thereby assuming liability for the contractor's non-payment of laborers, mechanics, subcontractors, materialmen, suppliers, and taxes imposed under Title 82 RCW that may be due from the contractor for the limited public works project. However, the City shall have the right of recovery against the contractor for any payments made on the contractor's behalf. Every contract forwarded to the City Council for award shall clearly state whether or not the payment, performance bond and/or retainage requirements are waived, as to that individual contract.

3. Listing of Contracts Awarded. At least once every year, the City shall make available a list of the contracts awarded under the processes described in this Resolution. The list shall contain the name of the contractor awarded the contract, the amount of the contract, a brief description of the type of work performed or items purchased under the contract and the date it was awarded. The list shall also state the location where the bid quotations for these contracts are available for public inspection.

D. Determining Lowest Responsible Bidder. The City shall award the contract for the public works project to the lowest responsible bidder, provided that, whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected and the City Council may call for new bids. The method for determining "lowest responsible bidder" is set forth in RCW 43.19.1911(9) (a copy of which is attached hereto as Exhibit A).

E. "Equal Distribution." For purposes of this Resolution, "equitably distribute" means that the City may not favor certain contractors on the appropriate small works roster over other contractors on the appropriate small works roster who perform similar services.

RESOLVED by the City Council this day of , 2002.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____
CAROL A. MORRIS

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

WEST'S REVISED CODE OF WASHINGTON ANNOTATED
TITLE 43. STATE GOVERNMENT--EXECUTIVE
CHAPTER 43.19. DEPARTMENT OF GENERAL ADMINISTRATION

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Current through Chapter 3 of 2002 Regular Session

43.19.1911. Competitive bids--Notice of modification or cancellation-- Cancellation requirements--Lowest responsible bidder--Preferential purchase-- Life cycle costing

(1) Preservation of the integrity of the competitive bid system dictates that after competitive bids have been opened, award must be made to that responsible bidder who submitted the lowest responsive bid pursuant to subsections (7) and (9) of this section, unless there is a compelling reason to reject all bids and cancel the solicitation.

(2) Every effort shall be made to anticipate changes in a requirement before the date of opening and to provide reasonable notice to all prospective bidders of any resulting modification or cancellation. If, in the opinion of the purchasing agency, division, or department head, it is not possible to provide reasonable notice, the published date for receipt of bids may be postponed and all known bidders notified. This will permit bidders to change their bids and prevent unnecessary exposure of bid prices. In addition, every effort shall be made to include realistic, achievable requirements in a solicitation.

(3) After the opening of bids, a solicitation may not be canceled and resolicited solely because of an increase in requirements for the items being acquired. Award may be made on the initial solicitation and an increase in requirements may be treated as a new acquisition.

(4) A solicitation may be canceled and all bids rejected before award but after bid opening only when, consistent with subsection (1) of this section, the purchasing agency, division, or department head determines in writing that:

(a) Unavailable, inadequate, ambiguous specifications, terms, conditions, or requirements were cited in the solicitation;

(b) Specifications, terms, conditions, or requirements have been revised;

(c) The supplies or services being contracted for are no longer required;

(d) The solicitation did not provide for consideration of all factors of cost to the agency;

(e) Bids received indicate that the needs of the agency can be satisfied by a less expensive article differing from that for which the bids were invited;

(f) All otherwise acceptable bids received are at unreasonable prices or only one bid is received and the agency cannot determine the reasonableness of the bid price;

(g) No responsive bid has been received from a responsible bidder; or

(h) The bid process was not fair or equitable.

(5) The agency, division, or department head may not delegate his or her authority under this section.

(6) After the opening of bids, an agency may not reject all bids and enter into direct negotiations to complete the planned acquisition. However, the agency can enter into negotiations exclusively with the lowest responsible bidder in order to determine if the lowest responsible bid may be improved. An agency shall not use this negotiation

opportunity to permit a bidder to change a nonresponsive bid into a responsive bid.

(7) In determining the lowest responsible bidder, the agency shall consider any preferences provided by law to Washington products and vendors and to RCW 43.19.704, and further, may take into consideration the quality of the articles proposed to be supplied, their conformity with specifications, the purposes for which required, and the times of delivery.

(8) Each bid with the name of the bidder shall be entered of record and each record, with the successful bid indicated, shall, after letting of the contract, be open to public inspection.

(9) In determining "lowest responsible bidder", in addition to price, the following elements shall be given consideration:

- (a) The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
- (b) The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- (c) Whether the bidder can perform the contract within the time specified;
- (d) The quality of performance of previous contracts or services;
- (e) The previous and existing compliance by the bidder with laws relating to the contract or services;

(f) Such other information as may be secured having a bearing on the decision to award the contract: PROVIDED, That in considering bids for purchase, manufacture, or lease, and in determining the "lowest responsible bidder," whenever there is reason to believe that applying the "life cycle costing" technique to bid evaluation would result in lowest total cost to the state, first consideration shall be given by state purchasing activities to the bid with the lowest life cycle cost which complies with specifications. "Life cycle cost" means the total cost of an item to the state over its estimated useful life, including costs of selection, acquisition, operation, maintenance, and where applicable, disposal, as far as these costs can reasonably be determined, minus the salvage value at the end of its estimated useful life. The "estimated useful life" of an item means the estimated time from the date of acquisition to the date of replacement or disposal, determined in any reasonable manner. Nothing in this section shall prohibit any state agency, department, board, commission, committee, or other state-level entity from allowing for preferential purchase of products made from recycled materials or products that may be recycled or reused.

CREDIT(S)

1998 Main Volume

[1996 c 69 § 2; 1989 c 431 § 60; 1983 c 183 § 4; 1980 c 172 § 8; 1965 c 8 § 43.19.1911. Prior: 1959 c 178 § 6.]

<General Materials (GM) - References, Annotations, or Tables>

HISTORICAL AND STATUTORY NOTES

1998 Main Volume

Intent--1996 c 69: "It is the intent of the legislature to preserve the integrity of the competitive bidding system for state contracts. This dictates that, after competitive bids have been opened, the agency must award the contract to the

responsible bidder who submitted the lowest responsive bid and that only in limited compelling circumstances may the agency reject all bids and cancel the solicitation. Further, after opening the competitive bids, the agency may not reject all bids and enter into direct negotiations with the bidders to complete the acquisition." [1996 c 69 § 1.]

Severability--1989 c 431: See RCW 70.95.901.

Source:

Laws 1959, ch. 178, § 6.

CROSS REFERENCES

Public facilities districts, purchases, purchase contracts, and sales to follow procedures contained in this section, see § 36.100.190.

LAW REVIEW AND JOURNAL COMMENTARIES

Civil service restrictions on contracting out by state agencies. 55 Wash.L.Rev. 419 (1980).

LIBRARY REFERENCES

1998 Main Volume

States  98.

WESTLAW Topic No. 360.

C.J.S. States § § 160 to 167.

Bidding, generally, see Wash.Prac. vol. 1C, Kunsch, § 90.7.

Bidding on public contracts, see Wash.Prac.vol. 1C, Kunsch, § 90.11.

NOTES OF DECISIONS

In general 1

Lowest bidder 3

Recordation and inspection 4

World Fair 2

1. In general

Public agency's "invitation to bid" on public works contract is not offer to contract, but rather solicitation for offer. Peerless Food Products, Inc. v. State (1992) 119 Wash.2d 584, 835 P.2d 1012.

2. World Fair

It was not legislature's intent that provisions of this chapter should be applicable to corporation formed by world fair commission, or to corporation's promotion of financing, or to procurement of service for benefit of patrons of contemplated world fair. Petschl v. Century 21 Corp. (1963) 61 Wash.2d 276, 377 P.2d 991.

3. Lowest bidder

Allowing damages to lowest bidder when that bidder is denied public contract and contract is awarded to higher bidder inherently conflicts with primary purpose of protecting public purse; remedy of injunction allows bidder recourse while still being within bounds of protecting bidder's and public's mutual interests. Peerless Food Products, Inc. v. State (1992) 119 Wash.2d 584, 835 P.2d 1012.

Lowest "bid" was offer to contract with state, rather than acceptance of government offer to contract, and, thus, lowest bidder did not have cause of action for damages for government's allegedly mistaken or wrongful award of contract to one other than lowest bidder; overruling Butler v. Federal Way Sch. Dist. 210. 17 Wash.App. 288, 562 P.2d 271. Peerless Food Products, Inc. v. State (1992) 119 Wash.2d 584, 835 P.2d 1012.

4. Recordation and inspection

State agencies which contract for architectural and engineering services pursuant to § 39.80.010 et seq. are not thereby exempt from filing such contracts with the office of financial management under the provisions of ch. 39.29. Op.Atty.Gen.1981, No. 19.

West's RCWA 43.19.1911

WA ST 43.19.1911

END OF DOCUMENT



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: AMENDMENT TO RESOLUTION 411
- PURCHASING RESOLUTION
DATE: JULY 22, 2002

INTRODUCTION/BACKGROUND

State law allows the city to adopt a process to award contracts for the purchase of any materials, equipment, supplies or services in lieu of formal sealed bidding, under certain monetary amounts (RCW 39.04.190). If the cost of the materials, equipment, supplies or services is less than \$7,500.00, the city does not have to follow any process, including formal sealed bidding (RCW 35.23.352(6), RCW 35.A.40.210(2), RCW 35.23.352). If the cost of the materials, equipment, supplies or services is over \$7,500.00 but less than \$15,000.00, the city may either call for bids and use formal sealed bidding or the procedure set forth in the attached resolution.

The city adopted this process in Resolution 411. However, Resolution 411 also included the procedure for the small works roster, and may have caused confusion as to the applicability of the above procedures for all city departments.

The proposed resolution, which repeals Resolution 411 and re-establishes the city's existing procedure for purchase of materials, equipment, supplies or services under \$15,000.00 in cost.

ISSUES/FISCAL IMPACT

There are no fiscal impacts.

RECOMMENDATION

I recommend adoption of the attached Resolution.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ESTABLISHING THE PROCEDURE FOR THE PURCHASE OF SUPPLIES, MATERIALS AND EQUIPMENT; SEPARATING THE PROCESS FROM THE PROCEDURES FOR THE AWARD OF PUBLIC WORKS CONTRACTS UNDER A SMALL WORKS ROSTER; ADDING A PROCEDURE FOR WAIVING COMPETITIVE BIDDING FOR PURCHASES OF SUPPLIES, MATERIALS AND EQUIPMENT IN EMERGENCY SITUATIONS; REPEALING RESOLUTION 411.

WHEREAS, as an optional code municipal corporation, the City of Gig Harbor may adopt a process to award contracts for the purchase of any materials, equipment, supplies or services, in lieu of formal sealed bidding (RCW 39.04.190); and

WHEREAS, the monetary limits for the purchase of any materials, equipment, supplies or services are established in RCW 35A.40.210(2), which requires that the City follow RCW 35.23.352 because the population of Gig Harbor is less than twenty thousand; and

WHEREAS, RCW 35.23.352(6) does not require the City to call for bids to purchase materials, equipment, supplies or services, if the cost thereof is less than seven thousand five hundred dollars; and

WHEREAS, RCW 35.23.352(7) and (8) allow the City to choose between purchasing materials, equipment, supplies or services that cost over seven thousand five hundred dollars but less than fifteen thousand dollars through a call for bids or the procedure described in RCW 39.04.190; and

WHEREAS, in recognition of the above statutes, the City of Gig Harbor adopted Resolution 411, which created a process for purchasing supplies, materials and equipment, together with the

procedures for awarding contracts through the small works roster process; and

WHEREAS, the City Council desires to establish the procedure separate from the small works roster process, so there will be no confusion regarding the applicability of this Resolution to the purchase of supplies, materials and equipment by all departments in the City of Gig Harbor;

Now, Therefore,

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

Section 1. Resolution No. 411 is hereby repealed.

Section 2. The City Council establishes the following process for the purchase of supplies, materials and equipment by the various City departments:

PURCHASE OF MATERIALS, SUPPLIES AND/OR EQUIPMENT

A. Exemption.

1. As provided in RCW 39.04.280, competitive bidding requirements may be waived by the City Council for the following:

- a. Purchases that are clearly and legitimately limited to a single source of supply;
- b. Purchases that involve special facilities or market conditions;
- c. Purchases in the event of an emergency;
- d. Purchases of insurance or bonds; and
- e. Public works in the event of an emergency.

2. If the City Council decides to waive competitive bidding requirements under section A(1) above, the Council shall adopt a resolution which describes the factual basis for the exception immediately after award of any contract. This does not apply in the

event of an emergency.

3. In the event of an emergency, the City Council designates the City Community Development Director to act with regard to the subject matter of this Resolution, and he or she may declare an emergency situation exists, waive competitive bidding requirements and award all necessary contracts on behalf of the City to address the emergency situation. If a contract is awarded without competitive bidding due to an emergency, a written finding of the existence of an emergency must be made by the City Council in a resolution no later than two weeks following the award of the contract.

4. For purposes of this Resolution, "emergency" means unforeseen circumstances beyond the control of the City that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury or loss of life if immediate action is not taken.

B. Cost. The City is not required to use formal sealed bidding procedures or the procedures set forth in this Resolution, in order to purchase materials, supplies or equipment, as long as the cost of same will be less than seven thousand five hundred dollars (\$7,500.00). When the City desires to purchase materials, supplies or equipment estimated to cost seven thousand five hundred dollars (\$7,500.00) to fifteen thousand dollars (\$15,000.00), the procedures set forth in this Resolution may be used.

C. Publication. At least twice a year, the City shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of vendor lists and solicit the names of vendors for the lists.

D. Telephone and/or Written Quotes. The City shall observe the following process to

obtain telephone quotes from vendors for the purchase of materials, supplies or equipment within the monetary limits set forth in subsection (B) of this Resolution:

1. a written description shall be drafted of the specific materials, equipment or supplies to be purchased, including the number, quality, quantity and type desired, the proposed delivery date, and any other significant terms of purchase;

2. a City representative shall make a good faith effort to contact at least three of the vendors on the roster established above, and, reading from the written description, obtain telephone quotes from the vendors on the required materials, equipment or supplies;

3. at the time such telephone quotes are solicited, the City representative shall not inform a vendor of any other vendor's bid on the materials, supplies or equipment;

4. a written record shall be made by the City representative of each vendor's bid on the materials, equipment and supplies purchased, and of any conditions imposed on the bid by such vendor;

5. all of the telephone bids or quotes shall be collected and presented at the same time to the City Council for consideration, determination of the lowest responsible bidder and award of the contract.

E. Determining Lowest Responsible Bidder. The City shall purchase the materials, equipment or supplies from the lowest responsible bidder, provided that whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected and the City may call for new bids or enter into direct negotiations to achieve the best possible price. The following factors, in addition to price, may be taken into account by the City in determining the lowest responsible bidder:

1. any preferences provided by law to Washington products and vendors;
2. the quality of the materials, supplies and equipment to be purchased;
3. the conformity of the materials, supplies and equipment to the City's specifications;
4. the purposes for which the materials, supplies and equipment are required;
5. the times for delivery of the materials, supplies and equipment;
6. the character, integrity, reputation, judgment, experience and efficiency of the bidder;

and

7. such other information as may have a bearing on the decision to purchase the supplies, materials or equipment.

F. **Life Cycle Costing.** In considering bids for purchase, whenever there is reason to believe that applying the "life cycle costing" method to bid evaluation would result in the lowest total costs to the City, first consideration shall be given to the bid with the lowest life cycle cost which complies with the specifications. "Life cycle cost" means the total cost of an item to the City over its estimated useful life, including costs of selection, acquisition, operation, maintenance, and where applicable, disposal, as far as these costs can reasonably be determined, minus the salvage value at the end of its estimated useful life. The "estimated useful life" of an item means the estimated time from the date of the acquisition to the date of replacement or disposal, determined in any reasonable manner.

G. **Award.** Immediately after the contract award is made, the written record of each vendor's bids or quotes shall be open to public inspection and available to the public by telephone inquiry. Any contract awarded under this subsection need not be advertised.

H. **Posting.** A list of all contracts awarded under the above procedures must be posted at

City Hall on the front entry bulletin board, at least once every two months. The list shall contain the name of the vendor awarded the contract, the amount of the contract, a brief description of the items purchased under the contract and the date it was awarded. The list shall also state the location where the bid quotations are available for public inspection.

RESOLVED by the City Council this day of , 2002.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____
CAROL A. MORRIS

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



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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MITCH BARKER, CHIEF OF POLICE MB
SUBJECT: MAY INFORMATION FROM PD
DATE: JULY 5, 2002

The May activity statistics are attached for your review.

The Reserves volunteered 68.5 hours in May. This included patrol, court transports, and training, as well as security functions during the Maritime Parade and Blessing of the Fleet. We have added a new Reserve Officer to the department and he is assigned to field training at this time.

The Marine Services Unit logged 41 hours of patrol time and one hour of administrative work for May. The patrol time included one dispatched call, two marine courtesy inspections, two boater assists and responding to two boating complaints. The unit also dealt with the derelict vessel that ended up at the City Dock after being set adrift from the county side of the harbor. We have removed the vessel from the water and are storing it in preparation for its eventual disposal.

The bicycle patrol was active for 12 hours in May.



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

GIG HARBOR POLICE DEPARTMENT

MONTHLY ACTIVITY REPORT

May 2002

	<u>May</u> <u>2002</u>	<u>YTD</u> <u>2002</u>	<u>YTD</u> <u>2001</u>	<u>% chg</u>
CALLS FOR SERVICE	439	2342	2214	6%
SECONDARY OFFICER ASSIST	62	364	---	N/A
CRIMINAL TRAFFIC	16	62	90	-31%
TRAFFIC INFRACTIONS	62	342	287	19%
DUI ARRESTS	10	29	50	-42%
FELONY ARRESTS	8	45	20	125%
WARRANT ARRESTS	9	36	18	100%
MISDEMEANOR ARRESTS	15	74	81	-9%
CASE REPORTS	100	531	538	-1%
REPORTABLE VEHICLE ACCIDENTS	19	84	135	-38%



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR *DR*
DATE: JULY 15, 2002
SUBJECT: QUARTERLY FINANCE REPORT

The quarterly financial reports for the second quarter of 2002 are attached.

Total resources, including all revenues and beginning fund balances, are at 78% of the annual budget. Revenues, excluding beginning fund balances, are at 43% of the annual budget. Expenditures are at 36%.

General Fund revenues (excluding beginning fund balance) are at 48% of budget. Sales tax receipts are ahead of pace at 61% of budget.

General Fund expenditures are at 49% of budget. All General Fund departments have expended less than 50% of their 2002 appropriations.

Street revenues are at 54% and expenditures 24% of budget. The revenues include a \$300,000 budgeted transfer from the General Fund.

Water, Sewer and Storm Sewer revenues are 44, 50 and 48% of budget, while expenditures for these three funds are at 30, 32 and 22% of budget through June.

At this time cash balances are adequate in all funds. The major portion (87%) of the City's investments are in the State Treasurer's pool.

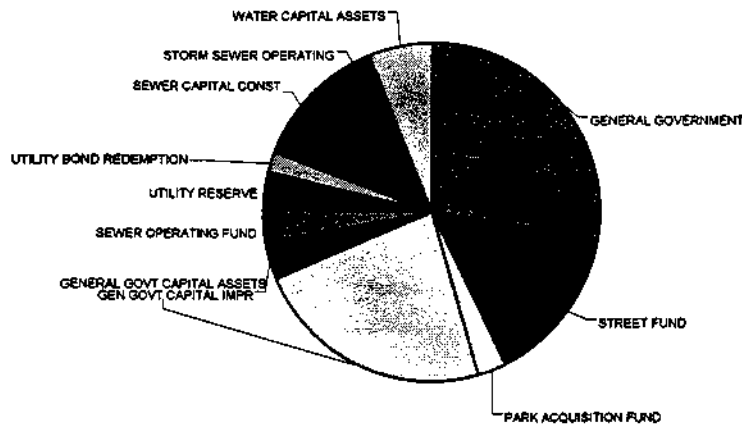
**CITY OF GIG HARBOR
CASH AND INVESTMENTS
YEAR TO DATE ACTIVITY
AS OF JUNE 30, 2002**

FUND NO.	DESCRIPTION	BEGINNING BALANCE	REVENUES	EXPENDITURES	OTHER CHANGES	ENDING BALANCE
001	GENERAL GOVERNMENT	\$ 3,389,266	\$ 2,988,563	\$ 2,783,287	\$ (296,127)	\$ 3,298,416
101	STREET FUND	1,763,078	1,069,149	712,385	(325,270)	1,794,572
105	DRUG INVESTIGATION FUND	8,164	80	3,019		5,225
107	HOTEL-MOTEL FUND	186,190	67,136	71,054	(343)	181,928
109	PARK ACQUISITION FUND	373,567	3,475	35,103	(6,139)	335,800
203	'87 GO BONDS - SEWER CONSTR	69,868	684	2,200	(55)	68,297
208	91 GO BONDS & 97 LTGO BONDS	33,884	681,088	223,471	(101)	491,400
209	2000 NOTE REDEMPTION FUND					
301	GENERAL GOVT CAPITAL ASSETS	5,994,028	114,737	2,834,860	(492,662)	2,781,242
305	GENERAL GOVT CAPITAL IMPR	335,905	77,156			413,060
307	LID NO. 99-1 FUND	1,503	0		(1,500)	3
309	IMPACT FEE-TRUST AGENCY FUND					
401	WATER OPERATING FUND	37,796	320,813	240,844	(50,948)	66,816
402	SEWER OPERATING FUND	293,350	527,867	478,138	(102,875)	240,204
407	UTILITY RESERVE	530,080	9,697	125,050		414,727
408	UTILITY BOND REDEMPTION	203,012	135,000	74,989	(102)	262,921
410	SEWER CAPITAL CONST	1,636,888	257,373	559,201	(133,920)	1,201,140
411	STORM SEWER OPERATING FUND	303,633	214,865	132,613	(21,250)	364,635
420	WATER CAPITAL ASSETS	580,954	187,724	98,957	62,053	731,773
605	LIGHTHOUSE MAINTENANCE TRUST	1,728	17			1,745
631	MUNICIPAL COURT		30,276	26,579	(3,698)	
		\$ 15,742,895	\$ 6,685,700	\$ 8,401,751	\$ (1,372,937)	\$ 12,653,905

**COMPOSITION OF CASH AND INVESTMENTS
AS OF JUNE 30, 2002**

	MATURITY	RATE	BALANCE
CASH ON HAND			\$ 300
CASH IN BANK		1.000%	844,890
RESTRICTED CASH		1.000%	154,211
LOCAL GOVERNMENT INVESTMENT POOL		1.842%	10,954,504
FEDERAL HOME LOAN BANK	06/27/03	4.250%	200,000
FEDERAL HOME LOAN BANK	02/15/05	3.250%	500,000
			<u>\$ 12,653,905</u>

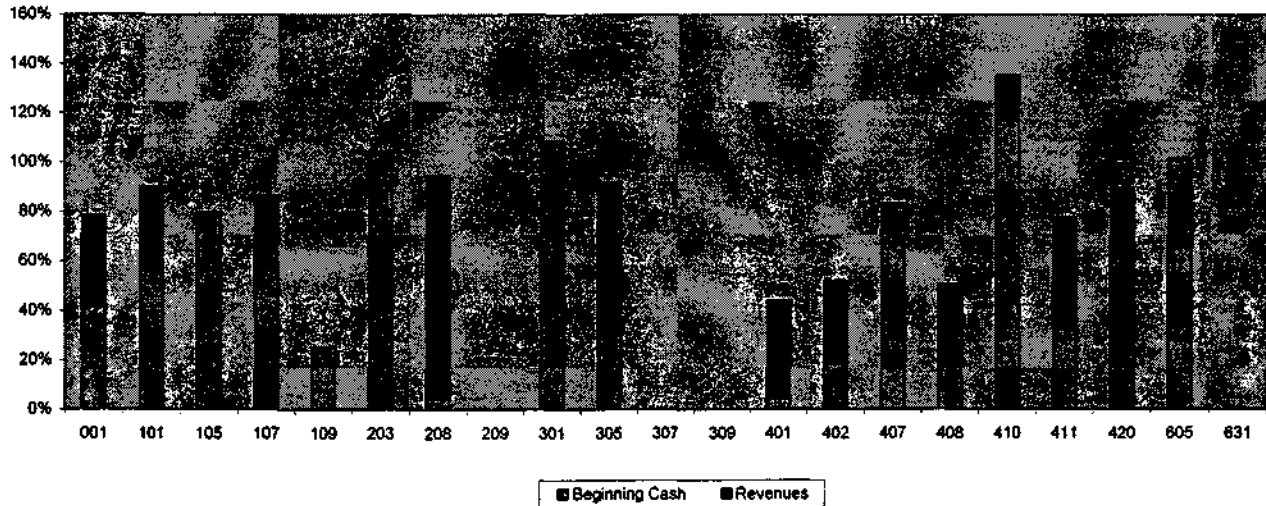
Ending Cash Balances By Fund



**CITY OF GIG HARBOR
YEAR-TO-DATE RESOURCE SUMMARY
AND COMPARISON TO BUDGET
AS OF JUNE 30, 2002**

FUND NO.	DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT	\$ 8,161,075	\$ 6,377,829	\$ 1,783,246	78.15%
101	STREET FUND	3,149,186	2,832,228	316,958	89.94%
105	DRUG INVESTIGATION FUND	10,368	8,244	2,124	79.51%
107	HOTEL-MOTEL FUND	293,756	253,326	40,430	86.24%
109	PARK ACQUISITION FUND	1,482,931	377,042	1,105,889	25.43%
203	'87 GO BONDS - SEWER CONSTR	67,684	70,552	(2,868)	104.24%
208	91 GO BONDS & 97 LTGO BONDS	755,339	714,972	40,367	94.66%
209	2000 NOTE REDEMPTION FUND	1,261,625		1,261,625	
301	GENERAL GOVT CAPITAL ASSETS	5,634,681	6,108,765	(474,084)	108.41%
305	GENERAL GOVT CAPITAL IMPROVEMENT	449,462	413,060	36,402	91.90%
307	LID NO. 99-1 FUND		1,503	(1,503)	
309	IMPACT FEE-TRUST AGENCY FUND	676,800		676,800	
401	WATER OPERATING	819,176	358,609	460,567	43.78%
402	SEWER OPERATING	1,582,895	821,217	761,678	51.88%
407	UTILITY RESERVE	650,984	539,777	111,207	82.92%
408	UTILITY BOND REDEMPTION FUND	666,814	338,012	328,802	50.69%
410	SEWER CAPITAL CONSTRUCTION	1,402,851	1,894,261	(491,410)	135.03%
411	STORM SEWER OPERATING	669,497	518,498	150,999	77.45%
420	WATER CAPITAL ASSETS	859,577	768,678	90,899	89.43%
605	LIGHTHOUSE MAINTENANCE TRUST	1,721	1,745	(24)	101.38%
631	MUNICIPAL COURT		30,276	(30,276)	
		\$ 28,596,422	\$ 22,428,595	\$ 6,167,827	78.43%

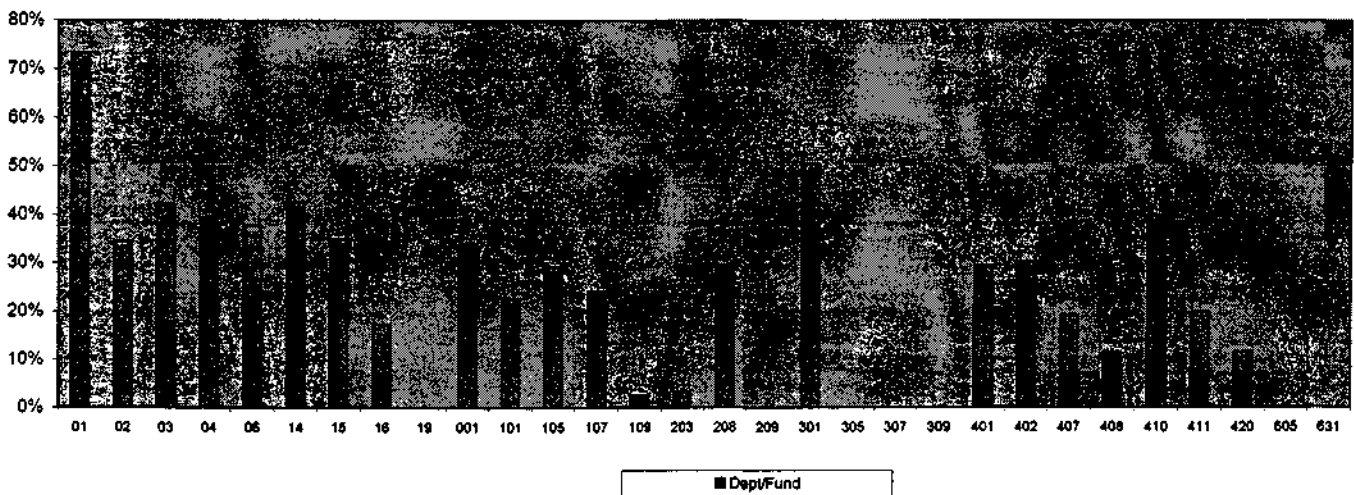
Resources as a Percentage of Annual Budget



**CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
AND COMPARISON TO BUDGET
FOR PERIOD ENDING JUNE 30, 2002**

FUND NO.	DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL Y-T-D EXPENDITURES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT				
01	NON-DEPARTMENTAL	\$ 1,697,500	\$ 1,242,457.33	\$ 455,042.67	73.19%
02	LEGISLATIVE	30,600	10,550	20,050	34.48%
03	MUNICIPAL COURT	298,550	126,324	172,226	42.31%
04	ADMINISTRATIVE/FINANCIAL	656,400	259,467	396,933	39.53%
06	POLICE	1,620,961	612,037	1,008,924	37.76%
14	COMMUNITY DEVELOPMENT	791,705	337,379	454,326	42.61%
15	PARKS AND RECREATION	503,100	176,005	327,095	34.98%
16	BUILDING	109,800	19,068	90,732	17.37%
19	ENDING FUND BALANCE	2,452,459	-	2,452,459	
001	TOTAL GENERAL FUND	8,161,075	2,783,287	5,377,788	34.10%
101	STREET FUND	3,149,186	712,385	2,436,801	22.62%
105	DRUG INVESTIGATION FUND	10,368	3,019	7,349	29.12%
107	HOTEL-MOTEL FUND	293,756	71,054	222,702	24.19%
109	PARK ACQUISITION FUND	1,482,931	35,103	1,447,828	2.37%
203	'87 GO BONDS - SEWER CONSTR	67,684	2,200	65,484	3.25%
208	91 GO BONDS & 97 LTGO BONDS	755,339	223,471	531,868	29.59%
209	2000 NOTE REDEMPTION FUND	1,261,625	-	1,261,625	
301	GENERAL GOVT CAPITAL ASSETS	5,634,681	2,834,860	2,799,821	50.31%
305	GENERAL GOVT CAPITAL IMPROVEMENT	449,462	-	449,462	
307	LID NO. 99-1 FUND	-	-	-	
309	IMPACT FEE-TRUST AGENCY FUND	676,800	-	676,800	
401	WATER OPERATING	819,176	240,844	578,332	29.40%
402	SEWER OPERATING	1,582,895	478,138	1,104,757	30.21%
407	UTILITY RESERVE	650,984	125,050	525,934	19.21%
408	UTILITY BOND REDEMPTION FUND	666,814	74,989	591,825	11.25%
410	SEWER CAPITAL CONSTRUCTION	1,402,851	559,201	843,650	39.86%
411	STORM SEWER OPERATING	669,497	132,613	536,884	19.81%
420	WATER CAPITAL ASSETS	859,577	98,957	760,620	11.51%
605	LIGHTHOUSE MAINTENANCE TRUST	1,721	-	1,721	
631	MUNICIPAL COURT	-	26,579	(26,579)	
		\$ 28,596,422	\$ 8,401,751	\$ 20,194,671	29.38%

Expenditures as a Percentage of Annual Budget



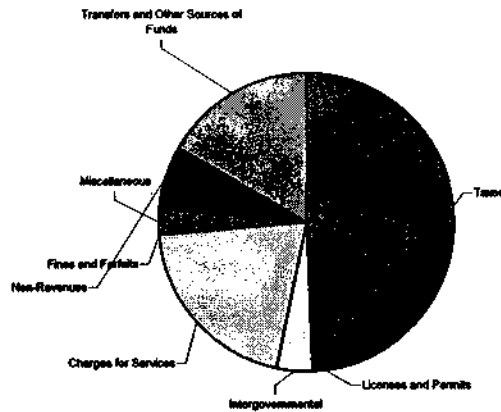
**CITY OF GIG HARBOR
YEAR-TO-DATE REVENUE SUMMARY
BY TYPE
FOR PERIOD ENDING JUNE 30, 2002**

<u>TYPE OF REVENUE</u>	<u>AMOUNT</u>
Taxes	\$ 3,123,762
Licenses and Permits	187,679
Intergovernmental	248,528
Charges for Services	1,353,435
Fines and Forfeits	35,408
Miscellaneous	161,907
Non-Revenues	462,069
Transfers and Other Sources of Funds	1,112,913
Total Revenues	6,685,700
Beginning Cash Balance	15,742,895
Total Resources	\$ 22,428,595

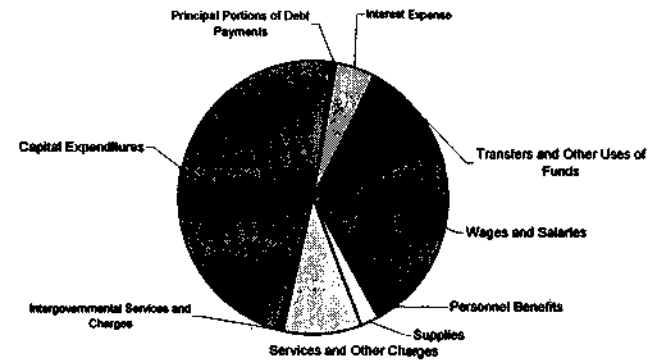
**CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
BY TYPE
FOR PERIOD ENDING JUNE 30, 2002**

<u>TYPE OF EXPENDITURE</u>	<u>AMOUNT</u>
Wages and Salaries	\$ 1,510,101
Personnel Benefits	384,383
Supplies	171,167
Services and Other Charges	801,939
Intergovernmental Services and Charges	77,706
Capital Expenditures	4,012,334
Principal Portions of Debt Payments	32,711
Interest Expense	404,999
Transfers and Other Uses of Funds	1,006,412
Total Expenditures	8,401,751
Ending Cash Balance	12,653,905
Total Uses	\$ 21,055,656

Revenues by Type - All Funds



Expenditures by Type - All Funds



CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF June 30, 2002

	SPECIAL REVENUE FUNDS										TOTAL SPECIAL REVENUE
	001 GENERAL GOVERNMENT	101 STREET	105 DRUG INVESTIGATION	107 HOTEL - MOTEL	109 PARK ACQUISITION	301 GENERAL GOVT CAPITAL ASSETS	305 GENERAL GOVT CAPITAL IMP	307 LID NO. 99-1	309 IMPACT FEE TRUST FUND	605 LIGHTHOUSE MAINTENANCE	
CASH	\$ 193,312	\$ 128,499	\$ 374	\$ 13,027	\$ 24,045	\$ 199,149	\$ 29,577	\$ 0	\$ -	\$ 125	\$ 394,797
INVESTMENTS	3,105,104	1,666,073	4,851	168,901	311,755	2,582,093	383,483	3	-	1,620	5,118,779
RECEIVABLES	51,703	38,187	-	-	-	-	-	-	-	-	38,187
FIXED ASSETS	-	-	-	-	-	-	-	-	-	-	-
OTHER	-	-	-	-	-	-	-	-	-	-	-
TOTAL ASSETS	3,350,118	1,832,759	5,225	181,928	335,800	2,781,242	413,060	3	-	1,745	5,551,763
LIABILITIES											
CURRENT	17,173	166,715	-	-	-	1,156	-	-	-	-	167,871
LONG TERM	34,711	34,711	-	-	-	-	-	-	-	-	34,711
TOTAL LIABILITIES	51,884	201,426	-	-	-	1,156	-	-	-	-	202,582
FUND BALANCE:											
BEGINNING OF YEAR	3,092,959	1,274,569	8,164	185,847	367,428	5,500,209	335,905	3	-	1,728	7,673,853
Y-T-D REVENUES	2,988,563	1,069,149	80	67,136	3,475	114,737	77,156	0	-	17	1,331,749
Y-T-D EXPENDITURES	(2,783,287)	(712,385)	(3,019)	(71,054)	(35,103)	(2,834,860)	-	(0)	-	-	(3,656,422)
ENDING FUND BALANCE	3,298,235	1,631,333	5,225	181,928	335,800	2,780,086	413,060	3	-	1,745	5,349,180
TOTAL LIAB. & FUND BAL.	\$ 3,350,118	\$ 1,832,759	\$ 5,225	\$ 181,928	\$ 335,800	\$ 2,781,242	\$ 413,060	\$ 3	\$ -	\$ 1,745	\$ 5,551,763

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF June 30, 2002**

	DEBT SERVICE			TOTAL DEBT SERVICE
	203 87 GO BONDS SEWER CONST	208 91 GO BONDS SOUNDVIEW DR	209 2000 NOTE REDEMPTION	
CASH	\$ 4,890	\$ 35,186	\$.	\$ 40,077
INVESTMENTS	63,406	456,213	.	519,620
RECEIVABLES	1,287	.	.	1,287
FIXED ASSETS	.	.	.	.
OTHER	.	.	.	.
TOTAL ASSETS	69,584	491,400	.	560,984
LIABILITIES				
CURRENT	.	.	.	.
LONG TERM	.	.	.	.
TOTAL LIABILITIES	.	.	.	.
FUND BALANCE:				
BEGINNING OF YEAR	71,100	33,783	.	104,883
Y-T-D REVENUES	684	681,088	.	681,772
Y-T-D EXPENDITURES	(2,200)	(223,471)	.	(225,671)
ENDING FUND BALANCE	69,584	491,400	.	560,984
TOTAL LIAB. & FUND BAL.	\$ 69,584	\$ 491,400	\$.	\$ 560,984

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF June 30, 2002**

	PROPRIETARY							TOTAL PROPRIETARY
	401 WATER OPERATING	402 SEWER OPERATING	407 UTILITY RESERVE	408 89 UTILITY BOND REDEMPTION	410 SEWER CAP. CONST.	411 STORM SEWER OPERATING	420 WATER CAP. ASSETS	
CASH	\$ 4,877	\$ 17,293	\$ 22,536	\$ 161,757	\$ 86,007	\$ 26,109	\$ 52,636	\$ 371,215
INVESTMENTS	61,939	222,912	392,191	101,165	1,115,133	338,525	679,137	2,911,002
RECEIVABLES	89,386	213,130	9,195	1,057,112	(2,019)	98,604	.	1,465,408
FIXED ASSETS	2,075,167	8,396,254	.	.	1,233,858	684,027	793,341	13,182,647
OTHER	.	.	.	5,178	.	.	.	5,178
TOTAL ASSETS	2,231,369	8,849,588	423,922	1,325,211	2,432,979	1,147,265	1,525,115	17,935,449
LIABILITIES								
CURRENT	(109)	661,763	.	388,791	.	2	63,409	1,113,857
LONG TERM	36,406	38,357	.	1,290,313	.	21,624	.	1,386,699
TOTAL LIABILITIES	36,297	700,119	.	1,679,104	.	21,626	63,409	2,500,556
FUND BALANCE:								
BEGINNING OF YEAR	2,115,103	8,099,740	539,275	(413,905)	2,734,807	1,043,387	1,372,939	15,491,346
Y-T-D REVENUES	320,813	527,867	9,697	135,000	257,373	214,865	187,724	1,653,339
Y-T-D EXPENDITURES	(240,844)	(478,138)	(125,050)	(74,989)	(559,201)	(132,613)	(98,957)	(1,709,792)
ENDING FUND BALANCE	2,195,072	8,149,469	423,922	(353,893)	2,432,979	1,125,639	1,461,705	15,434,893
TOTAL LIAB. & FUND BAL.	\$ 2,231,369	\$ 8,849,588	\$ 423,922	\$ 1,325,211	\$ 2,432,979	\$ 1,147,265	\$ 1,525,115	\$ 17,935,449

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF June 30, 2002**

	ACCOUNT GROUPS				TOTAL
	FIDUCIARY 631 MUNICIPAL COURT	820 GENERAL FIXED ASSET GROUP	900 GENERAL L-T DEBT GROUP	TOTAL ACCOUNT GROUPS	
CASH	\$	-	\$	-	\$ 999,400.44
INVESTMENTS	.	.	.	.	11,654,504
RECEIVABLES	.	.	.	.	1,556,584
FIXED ASSETS	.	10,702,211	.	10,702,211	23,884,858
OTHER	.	.	.	.	5,178
TOTAL ASSETS		10,702,211		10,702,211	38,100,525
LIABILITIES					
CURRENT	.	.	.	.	1,298,901
LONG TERM	.	.	.	.	1,456,121
TOTAL LIABILITIES					2,755,022
FUND BALANCE:					
BEGINNING OF YEAR	(3,698)	10,702,211	.	10,702,211	37,061,554
Y-T-D REVENUES	30,276	.	.	.	6,685,700
Y-T-D EXPENDITURES	(26,579)	.	.	.	(8,401,751)
ENDING FUND BALANCE		10,702,211		10,702,211	35,345,503
TOTAL LIAB. & FUND BAL.	\$	10,702,211	\$	10,702,211	\$ 38,100,525