

Gig Harbor City Council Meeting



**June 11, 2001
7:00 p.m.**

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
June 11, 2001 - 7:00 p.m.**

CALL TO ORDER:

SWEARING IN CEREMONY: Officer Vince Garcia.

PUBLIC HEARING: Amendments to Chapter 18.04 - SEPA.

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 Meetings of May 29, 2001.
2. Correspondence / Proclamations:
 - a) Letter to Holly D'Annunzio
 - b) GH Maritime Pier Committee
3. Strider Construction Escrow Agreement - Pump Station 3A Retainage.
4. Transportation Planning Services - Consultant Services Contract.
5. Liquor License Renewals: Harbor Humidor; Puerto Vallarta; Round Table Pizza.
6. Approval of Payment of Bills for June 11, 2001.
Checks #333011 through #333141 in the amount of \$620,766.78.
7. Approval of Payroll for the Month of May:
Checks #753 through #807 in the amount of \$180,627.42.

OLD BUSINESS:

1. Second Reading of Ordinance - Providing for the Issuance and Sale of Limited Tax General Obligation Bonds.
2. Land Use Hearing Examiner Proposals - Temporary Hearing Examiner Services.
3. Value Estimate - City Hall and Bogue Building.

NEW BUSINESS:

1. First Reading of Ordinance - Amendments to Chapter 18.04 - SEPA.
2. Resolution - Declaration of Surplus Property.
3. Bid Award - Gig Harbor Civic Center.

STAFF REPORTS:

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

EXECUTIVE SESSION: For the purpose of discussing property acquisition per RCW 42.3 1.110(b).

ADJOURN:

DRAFT

GIG HARBOR CITY COUNCIL MEETING OF MAY 29, 2001

PRESENT: Councilmembers Young, Pasin, Owel, Picinich and Ruffo. Councilmember Dick was absent. Councilmember Ekberg acted as Mayor Pro Tem in Mayor Wilbert's absence.

CALL TO ORDER: 7:01 p.m.

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 Meetings of May 14, 2001.
2. Correspondence / Proclamations:
 - a) Letter from Jim Franich - Public Loading Dock.
 - b) Proclamation - Hire A Veteran Month.
3. Wastewater Outfall Extension - Amendment to Contract.
4. Approval of Payment of Bills for May 29, 2001.
Checks #32885 through #333010 in the amount of \$904,442.46.

Councilmember Owel asked that the minutes be amended to reflect that her absence from the May 14th meeting was due to her husband's surgery.

MOTION: Move to approve the Consent Agenda with amendment to the minutes of May 14th as recommended.
Ruffo/Picinich - unanimously approved.

OLD BUSINESS:

1. Ordinance - Providing for the Issuance and Sale of Limited Tax General Obligation Bonds. David Rodenbach, Finance Director, explained that this item was included on the agenda for those who missed the last meeting and might have questions, and that it would return at the June 11th meeting for a second reading. He announced that the city had recently received an A-2 credit rating, an A-1 issuer rating, and that the A-2 rating on the outstanding LTGO debt was reaffirmed. Councilmember Ruffo commended staff for receiving the A-2 rating.

NEW BUSINESS:

1. Temporary Hearing Examiner Contract. John Vodopich, Planning Director, requested that this item be postponed until legal counsel returned from vacation to address questions that had come about regarding the contract.

MOTION: Move to postpone the Temporary Hearing Examiner Contract until the next meeting.
Picinich/Ruffo - unanimously approved.

2. Sewer Extension Easement Agreement - Tucci Property. David Skinner, Public Works Director, explained that this was a standard easement agreement for a sewer line extension through the property to connect an existing line to a new sewer line to serve Gig Harbor North. Councilmember Pasin asked for clarification of the language regarding limitations on use of the easement. Mr. Skinner explained that the owners of the property would be allowed to use the easement in future calculations for development of the contiguous property.

MOTION: Move to approve the Swede Hill Easement Agreement.
Picinich/Pasin - unanimously approved.

3. Appointment to Gig Harbor Arts Commission. Mayor Pro Tem Ekberg asked the appointees who were present to stand and introduce themselves. Denise Schmidt, Suzanne Glasoe, Shirley Tomasi, and Tony Winters all stood and gave a brief overview of their background and interests. Chris Erlich came later in the meeting. Appointees that were not present were Guy Hoppen, John Ancich, Robin Peterson and Lita Dawn Stanton.

MOTION: Move to approve the appointments to the Gig Harbor Arts Commission.
Ruffo/Owel - unanimously approved.

STAFF REPORTS:

1. John Vodopich - Planning Department. Mr. Vodopich announced that the city was the recipient of a Coastal Zone Management Planning grant in the amount of \$26,500 to assist in the update of the Shoreline Management Master Program.
2. Gig Harbor Police Department - April Stats. No verbal report given.

PUBLIC COMMENTS:

Shirley Tomasi - 11107 Hallstrom Drive. Ms. Tomasi gave an update on the Public Art Program. She said that the Fisherman's Memorial fundraising was going well with the recent receipt of a donation from Trident Seafoods in the amount of \$1000. She added that another \$10,000 was needed by the end of June.

COUNCIL COMMENTS / MAYOR'S REPORT:

Councilmember John Picinich announced that the Maritime Gig was moving forward and that the celebration would begin with a street dance Friday evening at the Methodist Church to benefit Brandy Maxwell. He added that the festivities would all be centered in the downtown area.

Councilmember Owel congratulated the Public Works Director for the recent work at the top of Pioneer. Mr. Skinner explained that the work would tie in with the Kimball Drive project that extends to the Park 'n Ride.

Councilmember Ruffo asked for an update on the East-West Roadway project. Mr. Skinner said that a majority of the road from the round a bout to Peacock Hill Road. He said that the final lift of asphalt would be installed soon and the corridor was scheduled to be opened at the end of August.

ANNOUNCEMENT OF OTHER MEETINGS: None.

EXECUTIVE SESSION:

MOTION: Move to adjourn to Executive Session at 7:15 p.m. for the purpose of discussing property acquisition per RCW 42.31.110(b), for approximately 15 minutes.
Picinich/Ruffo - unanimously approved.

MOTION: Move to return to regular session at 7:30 p.m.
Picinich/Ruffo - unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 7:30 p.m.
Picinich/Young - unanimously approved.

Cassette recorder utilized.
Tape 618 - Side A 320 - end.
Tape 618 - Side B 000 - 075.

Mayor Pro Tem Ekberg

City Clerk



City of Gig Harbor. The "Maritime City"

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

Ms. Holly D'Annunzio
PO Box 1038
Gig Harbor, WA 98335

June 6, 2001

Dear Holly;

Thank you so much for your Arbor Day report to Council on May 14th. I'm sorry that I missed your presentation with your offer to seek grant funds for construction and management of an Environmental Education Resource Center for the Community. The natural forest park being planned at Borgen's Corner, with the salmon rearing Donkey Creek plan, would seem to be an excellent location for an environmental education center.

The city has contracted with a landscape architect to bring forward some park plan options for consideration by Council. I will submit a request for one of those options to include a 20' x 30' enclosed space to house the growing science library of forest and fish research materials.

On Wednesday, May 23rd, I was invited to Purdy Elementary School for a tour of their restored schoolyard habitats. The Purdy Elementary Environmental Club combines the efforts of students, teachers and parents with hands-on environmental education. The Purdy Elementary PTA sponsored this presentation.

I am enclosing a copy of their program for your information. The city looks forward to continue to partner with community groups to seek grant funding for environmental projects as we coordinate activities toward the annual celebration of Earth Week.

Thank you for your leadership in proposing to bring together all environmental interests under one roof.

Sincerely,

Gretchen A. Wilbert
Mayor, City of Gig Harbor

C: City Councilmembers
John Vodopich, Planning Director
Jim Coolican, PSD
Sally Gallagher, Harbor Ridge MS
Mark Hoppen, City Administrator
Sunshine Management
Bob Connelly - PSD

Enc: Minutes from May 14th Council Meeting
Purdy Elementary Environmental Club Brochure

GIG HARBOR **MARITIME PIER** COMMITTEE

8402 Goodman Drive
Gig Harbor, WA 98332
(253) 851-5214

Webster's maritime definition:

mar' i time -- bordering on, or situated, living, or found near, the ocean. -- connected with the sea in respect to navigation, commerce, etc.; pertaining to, or having to do with, navigation and naval affairs or shipping and commerce by sea.

The Gig Harbor Maritime Pier committee is a citizens group interested in promoting the construction of a multiple use pier and float system on Gig Harbor Bay. The Maritime Pier would connect, for easy pedestrian and vehicle access, to Harborview Drive. The Pier would be available to commercial and non-commercial mariners alike for loading and unloading purposes and available for the public to enjoy.

Currently Gig Harbor offers mariners the Jerisich Park mooring facility which, while meeting some of the needs of our maritime guests, falls short of providing a vehicle and pedestrian accessible loading and unloading maritime facility for the public. Jerisich Park has inadequate parking, is often crowded, and is legally unavailable for use by commercial mariners.

The Gig Harbor Maritime Pier together with Jerisich Park would form a more complete and valuable civic waterfront while providing the public a unique opportunity to experience Gig Harbor's working waterfront heritage.

Gig Harbor can take its place among the more complete maritime towns in Puget Sound by providing a municipal pier. A few towns in Washington State with public maritime loading piers are listed as follows:

Friday Harbor - A dedicated commercial fishing float, a pier with a two-ton hoist, and vehicle access.

La Conner - Pier with a two ton hoist and vehicle access.

Everett - Pier with a one ton hoist and vehicle access.

Blaine - Sawtooth pier with vehicle access.

Anacortes - Pier with two one ton hoists, a net loading facility, an onshore site for fishnet work. All with vehicle access.

Bellingham - Sawtooth pier with two one ton hoists, and a net loading facility. Each with vehicle access.

Port Angeles - Pier with vehicle access, and a 30' x 50' work float.

Cochairs:

Guy Hoppen (fisherman, Gig Harbor Arts Commission) · Gregg Lovrovich (fisherman, Gig Harbor Commercial Fishermen's Club president)

Committee Members:

Jack Bujacich (former mayor, retired Pierce Co Council) · John Bare (past commodore Gig Harbor Yacht Club, M/V Klatawa)
Chris Erlich (Gig Harbor Peninsula Historical Society) · John Paterson (Int'l Retired Tugboat Assoc, tug "Joe")
Lita Dawn Stanton (Pierce Co Landmarks Commission, Gig Harbor Design Review Board) · Walt Williamson (owner Gig Harbor Marina)

The mooring faces of the various piers range from 50 feet to 190 feet. All piers are accessible by vehicles. All piers are available as short term maritime loading and unloading facilities. Some towns have tailored the piers and float systems to their individual maritime needs. All piers are for public use accommodating pleasure boats, commercial fishing vessels, water taxis, charter vessels, etc.


The Pier Proposal

- A pier to deep water with a perpendicular face of at least 75 feet at its outer end.
- Vehicle access from Harborview Drive to the end of the pier.
- A 100 foot float alongside the pier with wide ramp access to the pier.
- Uplands that encourage public access and viewing. Walking paths from Harborview Drive to the outer end of the Maritime Pier.



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 
SUBJECT: STRIDER CONSTRUCTION COMPANY, INC. ESCROW AGREEMENT
- PUMP STATION 3A RETAINAGE
DATE: MAY 31, 2000

BACKGROUND

Strider Construction Company, Inc. has requested their retained percentage for the Pump Station 3 contract be placed in an escrow account with Key Bank in Bellingham.

POLICY CONSIDERATIONS

The Washington Public Deposit Protection Commission as of March 31, 2001 certifies Key Bank as a public depository.

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

FISCAL CONSIDERATIONS

Retained percentage is 5% of each progress estimate.

RECOMMENDATION

Staff recommends that Council authorize execution of the Escrow Agreement with Strider Construction Company, Inc. and Key Bank.

Project No.: CSSP-0002
Project Name: Pump Station 3A
Escrow No.: _____

ESCROW AGREEMENT

TO: Key Bank
Fairhaven Branch
1200 12th Street
Bellingham, WA 98225
(360) 676-6344

The undersigned, STRIDER CONSTRUCTION COMPANY, 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, reconvert 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 instruction, 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 _____ day of _____, 200__.

KEY BANK
Fairhaven Branch
1200 12th Street
Bellingham, Washington 98225
(360) 676-6344

Jina Metz
Authorized Signature
Title: CRR
473544004921
Escrow Account No.

STRIDER CONSTRUCTION CO., INC.
4721 Northwest Drive
Bellingham, Washington 98226
(360) 380-1234

By: [Signature]
Authorized Signature
Title: TREAS

The above escrow instructions received and accepted this 10 day of May, 2001.

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 MEMBERS
FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: CONSULTANT SERVICES CONTRACT - TRANSPORTATION
PLANNING SERVICES
DATE: JUNE 6, 2001

INTRODUCTION/BACKGROUND

Budgeted objectives for 2001 include traffic modeling and analysis of the City's transportation network. The model and analysis will assist in the implementation of the City's concurrency management and impact fee programs as well as providing a current and updateable model for anticipated growth throughout the City.

After reviewing the Consultant Services Roster, the engineering firm of The Shea Group was selected as the most qualified to perform the work. The selection was based on their understanding of the project, past transportation planning experience with the City of Gig Harbor, familiarity with the area, and extensive transportation experience.

The scope of work includes recommended amendments for several elements of GHMC Chapter 19.10, establishing guidelines for traffic impact analyses, and evaluating and updating the City's traffic model.

POLICY CONSIDERATIONS

The Shea Group is able to meet all of the City's standard insurance provisions for professional services contracts.

FISCAL CONSIDERATIONS

This project was identified in the Street Capital Fund of the 2001 Annual Budget. Sufficient funds are available for this work.

RECOMMENDATION

Staff recommends that the Council move and approve execution of the Consultant Services Contract with The Shea Group for transportation planning services in the amount not to exceed six thousand seven hundred seventy-five dollars and no cents (\$6,775.00).

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and The Shea Group, a corporation organized under the laws of the State of Washington, located and doing business at 8830 Talon Lane, Lacey, Washington 98516 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the development of traffic analysis guidelines, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated June 5, 2001, 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:

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Six thousand seven hundred seventy-five dollars and no cents (\$6,775.00) 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 submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2001; 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 one 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 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.

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.

E. It is the intent of this contract for the Consultant'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 Consultant'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 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 Public Works Director and the City shall determine the term or provision's true intent or meaning. The City Public Works Director shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

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

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. 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
Perry Shea, P.E., Principal
The Shea Group
PO Box 3427
Lacey, Washington
(360) 280-4203

David R. Skinner, P.E.
Director of Public Works
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.

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 _____, 2001.

By: CONSULTANT
Perry A. Shea
Its Principal

By: _____
CITY OF GIG HARBOR
Mayor

Notices to be sent to:
CONSULTANT
Perry Shea, P.E., Principal
The Shea Group
PO Box 3427
Lacey, Washington 98516
(360) 280-4203

David R. Skinner, P.E.
Director of Public Works
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: _____

**EXHIBIT A – SCOPE OF SERVICES
FOR
CITY OF GIG HARBOR
2001 TRANSPORTATION PLANNING SERVICES**

Background

In January 2001, SCA Consulting Group assisted the City of Gig Harbor in preparing an Annual Capacity Availability Report, as required under the new Concurrency Management Chapter to the Gig Harbor Municipal Code. The final element of the Report is to provide recommendations on the existing transportation plan, transportation demand model, and language of the adopting ordinance itself (Ordinance No. 818). The City has asked SCA to provide transportation planning services for several of those recommendations, including: suggested language for several elements of Chapter 19.10, establishing guidelines for traffic impact analyses, and evaluating and updating the City's traffic model. Specific scopes of work are provided for each of the elements. In cases where work is to be done in phases, only the first phase is addressed, since subsequent work is dependant upon results of phase 1 efforts.

Schedule

Each task has a specific timeline associated with it, and is noted within the scope below.

Task 1 –

Assigned Key Personnel

Perry Shea, P.E, Principal
Susan Graham, Transportation Planning Manager
Lisa Klein, Planner
Candace Cramer, Planner
George Smith, Traffic Analyst/Planner

**Exhibit B
Schedule of Rates and Estimated Hours**

The Shea Group						
Project: Traffic Impact Analysis Guidelines						
Client: City of Gig Harbor						
Work Hour Estimate						
Task No.	Design Tasks:	<i>Principal</i>	<i>Project Manager</i>	<i>Transportation Planner</i>	<i>Clerical</i>	Total Hours
Task 1	Background Research and Data Collection		1	2		3
Task 2	Develop TIA Guidelines Chapters, to include the following:					
2.1	Introduction (purpose of TIA)			1		1
2.2	Level of Analysis (Level I and Level II requirements)		1	1		2
2.3	Warrants for Studies (Identify conditions that trigger Level II analysis, including total peak hour trips within urban and rural areas, environmental impacts, rezoning, impacted neighborhoods, etc)		1	1		2
2.4	Equivalent Development Units (Using ITE manual, prepare table representing development units for common land use types)			2		2
2.5	Report Certification (Clarify provisions under which reports must be prepared)			1		1
2.6	Extent of Study Area (Identify impacted area as determined by distance and trip impacts)		1	1		2
2.7	Impacts to Other Jurisdictions			1		1
2.8	Selection of Horizon Years (Outline approach for multi-phased projects)	1		1		2
2.9	Background Study Area Data (Outline data requirements, including traffic volumes, land use zoning and pipeline development projects, demographics, transportation system, etc)			2		2
2.10	Peak Traffic Hours (Determine if AM or PM peak should be used for analysis)			1		1
2.11	Non-site Traffic Forecast (identify traffic growth percentage to be applied)			1		1
2.12	Trip Generation			1		1
2.13	Estimation of Bypass trips		1	1		2
2.13	Traffic Distribution (Identify number of trips requiring use of traffic model for distribution and assignment)	1		1		2
2.14	Level of Service Analysis (Include software requirements and methods to be used for two-lane, multi-lane, signalized and unsignalized intersections)		1	1		2
2.15	Minimum Levels of Service (Incorporate City's minimum acceptable LOS standards)		1	1		2

**Exhibit B
Schedule of Rates and Estimated Hours**

The Shea Group						
Project: Traffic Impact Analysis Guidelines						
Client: City of Gig Harbor						
Work Hour Estimate						
Task No.	Design Tasks:	<i>Principal</i>	<i>Project Manager</i>	<i>Transportation Planner</i>	<i>Clerical</i>	Total Hours
2.16	GMA Concurrency Requirements			1		1
2.17	Safety Analysis			1		1
2.18	On-Site Planning and Parking Principals (Describe requirements for parking linkages between buildings)		1	1		2
Task 3.0	Level I Sample Outline (Appendix 1)		1	1		2
Task 4.0	Level II Sample Outline (Appendix 2)		1	1		2
Task 5.0	Coordination with City staff and presentation(s) to staff and elected officials as needed to prepare draft and final TIA guidelines and go through process to formally adopt guidelines.	12	12		8	32
Total Hours:		14	22	25	8	69
Rate by Discipline:		\$150.00	\$115.00	\$65.00	\$40.00	
Fee by Discipline:		\$2,100.00	\$2,530.00	\$1,625.00	\$320.00	
Total Professional Fees:					\$6,575.00	
Expenses:					\$200.00	
Total Reimbursable:					\$200.00	
Total SCA Consulting Group:					\$6,775.00	

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20010831

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 HARBOR HUMIDOR INC.	HARBOR HUMIDOR 3123 56TH ST NW #5 GIG HARBOR WA 98335 0000	080669	BEER/WINE SPECIALTY SHOP
2 ANDRADE'S, INC.	PUERTO VALLARTA - GIG HARBOR #2 4225 HARBORVIEW DR GIG HARBOR WA 98335 0000	364637	SPIRITS/BR/WN REST LOUNGE +
3 WYVERN RESTAURANTS, INC.	ROUND TABLE PIZZA 5500 OLYMPIC DR BLDG H GIG HARBOR WA 98335 0000	076725	BEER/WINE REST - BEER/WINE

40

JUN 3 2001

OFFICE OF THE CLERK



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: JUNE 4, 2001
**SUBJECT: SECOND READING OF ORDINANCE - PROVIDING FOR THE
ISSUANCE AND SALE OF LIMITED TAX GENERAL OBLIGATION
(LTGO) BONDS.**

BACKGROUND

This is the second reading of an ordinance providing for the issuance and sale of limited tax general obligation bonds in the amount of \$7,800,000. Copies of the final bond ordinance, preliminary official statement and bond purchase agreement will be provided Friday afternoon. The only change between the final version and the draft is the inclusion of the actual interest rates that were set the afternoon of June 7.

FISCAL CONSIDERATIONS

The proceeds of this note will provide the necessary funds for the construction of the civic center.

The Civic Center bonds will be "wrapped" around the City's current outstanding 1997 LTGO bonds (*this means principal payments on the Civic Center bonds won't begin until 2007 at which time the 1997 LTGO bonds will have been retired*). Assuming an average 5% interest rate, the estimated additional annual debt service cost (interest only) to the City for 2001 through 2006 is \$367,500. In 2007 both principal and interest payments will commence. Average annual debt service over the remaining life of the bonds (2001 - 2026) is about \$700,000 per year.

The City's remaining LTGO debt capacity, based upon 2000 assessed valuation is approximately \$2,000,000.

RECOMMENDATION

Staff recommends adoption of the ordinance and a separate motion approving the bond purchase agreement.



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: *PK* PATRICIA IOLAVERA, SENIOR PLANNER
**SUBJECT: PUBLIC HEARING AND FIRST READING OF AN ORDINANCE
AMENDING CHAPTER 18.04 – ENVIRONMENTAL REVIEW**
DATE: JUNE 7, 2001

INFORMATION/BACKGROUND

The City Attorney has prepared an ordinance amending Chapter 18.04 – Environmental Review (SEPA), to clarify the appeals process and make minor housekeeping changes.

POLICY CONSIDERATIONS

The proposed changes have become a potential source of legal challenges as a result of varying interpretation of the appeals process. The proposed language makes no substantive policy change.

FISCAL CONSIDERATIONS

The proposed changes may eliminate unnecessary legal challenges.

RECOMMENDATION

This is a public hearing and first reading of the ordinance. No action is required.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE, ZONING AND ENVIRONMENTAL PROTECTION, AMENDING THE ADMINISTRATIVE APPEAL PROCEDURE FOR APPEALS OF CERTAIN DETERMINATIONS MADE BY THE CITY UNDER THE STATE ENVIRONMENTAL POLICY ACT ON ACTIONS AND PROJECT PERMIT APPLICATIONS, AMENDING SECTION 18.04.230 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the City of Gig Harbor may provide for administrative appeals of determinations relating to the State Environmental Policy Act ("SEPA") in their SEPA procedures, as long as they comply with the requirements of WAC 197-11-680; and

WHEREAS, the City has adopted such appeal procedures in Gig Harbor Municipal Code ("GHMC") Section 18.04.230; and

WHEREAS, recently, premature judicial appeals were filed of the Hearing Examiner's decision on SEPA issues for a project permit application prior to the date that the City Council was scheduled to hear an appeal of the project permit decision; and

WHEREAS, the City Council desires to amend GHMC Section 18.04.230 to ensure that the City's codes contain references to the applicable statutes on judicial appeals for SEPA issues, when the underlying action is subject to an administrative appeal to the City Council; and

WHEREAS, the City Council desires to make other amendments to GHMC Section 18.04.230 to ensure that it is clearly written for the benefit of both City Staff and the public; and

WHEREAS, the Gig Harbor SEPA Responsible Official has reviewed this Ordinance and determined that it is exempt from SEPA, pursuant to WAC 197-11-800(20);

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

Section 1. Section 18.04.230 of the Gig Harbor Municipal Code is hereby amended to read as follows:

18.04.230 Appeals.

A. Decisions that may be appealed. There is no administrative appeal of the intermediate steps under SEPA, including, but not limited to, lead agency determination, or scoping, draft EIS adequacy. SEPA administrative appeals shall be limited to review of final threshold determinations, the adequacy of final environmental impact statements, mitigation or failure to mitigate environmental impacts, and project denials.

B. Appeals of certain decisions will be heard in a consolidated appeal hearing.

(1) The following appeals of SEPA procedural or substantive determinations need not be consolidated with a hearing or appeal on the underlying governmental action:

(a) an appeal of a determination of significance;

(b) an appeal of a procedural determination made by the City when the City is the project proponent, or is funding a project, and chooses to conduct its review under SEPA, including any appeals of its procedural determinations prior to submitting an application for a project permit application;

(c) an appeal of a procedural determination made by the City on a nonproject action; and

(2) Appeals of declarations of nonsignificance, EIS adequacy, mitigation, ~~and project denial and open record public hearings~~ shall be consolidated with an open record hearing on the project action or underlying permit, if one is provided for in Chapter 19.01. ~~for the underlying permit(s), as described in Chapter 19.01 GHMC, shall be consolidated and heard together. Declarations of significance, issued before a decision on the underlying permit(s), may be appealed and heard before the consolidated open record public hearing on the permit and other SEPA issues.~~

C. Time to file an appeal.

(1) An administrative appeal of a procedural or substantive determination under SEPA issued at the same time as the decision on the project action or underlying permit shall be filed within fourteen (14) days after a notice of decision (under GHMC Section 19.05.008 and 19.05.009), otherwise, an appeal must be filed within fourteen (14) days after other notice that the decision has been made and is appealable.

(2) In order to allow public comment on a DNS prior to requiring an administrative appeal to be filed, this appeal period shall be extended for an additional seven (7) days if the appeal is of a DNS for which public comment is required under chapter 197-11 WAC.

(3) For threshold determinations issued prior to a decision on a project action or the underlying permit, an administrative appeal shall be filed within fourteen (14) days after notice that the determination has been made and is appealable.

D. Appeal must be filed in writing. All SEPA appeals must be filed in writing with the Department of Planning and Community Development. ~~responsible official within 14 calendar days after the final comment due date on a SEPA threshold determination, pursuant to GHMC 19.05.009.~~

An appeal must include the applicable appeal fee and all of the elements described in GHMC 19.06.004(4), "Content of Appeal."

E. Date for hearing on appeals of a DS. The hearing date for appeals of declarations of significance issued before a decision on the permit shall be not more than 45 days from the date the appeal is filed.

F. Timeliness of appeals. On receipt of a written notice of appeal, the responsible official shall forward the appeal to the hearing examiner, who shall determine whether the appeal is timely prior to the scheduling of any appeal hearing or consolidated open record hearing on the underlying project permit. The hearing examiner shall issue a

written decision to the appellant, project applicant and the responsible official if the appeal is untimely and will not proceed. ~~determine if the notice is timely. If the notice is untimely, the responsible official shall advise the person(s) who filed the notice that no appeal hearing will be scheduled because the notice was untimely. If the appeal is timely, the responsible official shall set a hearing date and transmit the appeal notice to the hearing examiner.~~

G. SEPA appeal is an open record hearing. Hearing examiner SEPA appeals, and any consolidated public hearings on the underlying permit, shall be open record hearings, as described in Chapter 19.05 GHMC. The hearing examiner shall take sworn testimony, consider all relevant evidence and decide the issues de novo; provided, however, that the responsible official's decision(s) shall be given substantial weight on procedural determinations.

H. Date for issuance of decision. The hearing examiner shall issue a written decision, which shall include specific findings of fact and conclusions of law, within the time period set forth in GHMC Section 19.05.008, 10 working days of the close of the hearing, unless a longer period is agreed to in writing by the applicant and the hearing examiner.

I. Effect of hearing examiner's decision.

(1) Pursuant to WAC 197-11-680(3)(c), this administrative appeal procedure must be used before anyone may initiate judicial review of any SEPA issue that could have been reviewed under the City's SEPA procedures.

(2) When SEPA applies to a decision, any judicial appeal of that decision potentially involves both those issues pertaining to SEPA and those which do not. This Section and RCW 43.21C.075 establish the time limits for raising SEPA issues, but existing statutes of limitations control the appeal of non-SEPA issues. RCW 43.21C.075 contemplates a single lawsuit.

3) The hearing examiner's decision on the timeliness of an appeal, threshold determinations and EIS adequacy shall be the final decision of the city. In addition, the hearing examiner's decision is final if the decision involves a project action or project permit application that is not appealable to the City Council, as provided in GHMC 19.01.003. Appeals of the hearing examiner's decision on these issues shall be filed in the Pierce County superior court, but appellants must follow RCW 43.21C.075(6)(c), which provides that "judicial review under chapter 43.21C shall without exception be of the governmental action together with its accompanying environmental determinations," which contemplates a single lawsuit.

(4) Appeals of the hearing examiner's decision on SEPA mitigation and project denial shall be filed with the city council, as set forth in GHMC 19.06.004, except as provided in Subsection (J) below.

J. City Council appeals. Appeals to the city council of the hearing examiner's decision on SEPA mitigation and project denial appeals shall be consolidated with decisions subject to city council review by as shown in GHMC Section 19.01.003. ~~Chapter 19.01 GHMC.~~ Appeals of SEPA mitigation or project denial under SEPA are ~~Decisions not appealable to the~~ subject to city council if the underlying action or project permit application is not appealable to the city council as shown in GHMC Section 19.01.003.

~~review may not be appealed to the city council as part of a SEPA mitigation or project denial appeal.~~ In the appeal, the city council shall review the hearing examiner's ~~open record hearing~~ decision in a closed record appeal as described in Chapter 19.06 GHMC. The record on appeal shall consist of the hearing examiner's findings of fact, conclusions of law, and decision; a taped or written transcript of the hearing; and any exhibits accepted into evidence at the hearing. No other evidence shall be considered unless it can be shown that the hearing examiner erred in excluding such evidence or that such evidence was not available at the time of the open record hearing. The city council may reverse the decision of the hearing examiner based solely upon the criteria set forth the Chapter 19.06 GHMC.

K. Effect of City Council decision. The city council's decision ~~on project mitigation or denial,~~ on the appeal and the underlying permits shall be the final decision of the city. Appeals of the city council's decision shall be filed in the Pierce County superior court.

L. Notice of Decision. ~~If a time limit is established by statute or ordinance for commencing a judicial appeal of the project permit,~~

(1) In the Notice of Decision issued by the City pursuant to GHMC Section 19.05.009 and for every decision for which an appeal is available in this Section, the responsible official shall give official notice of the date and place for commencing the appeal. The notice shall include:

(a) notice that any SEPA issues must be appealed within the time limit set by statute or ordinance for appealing the underlying governmental action; and

(b) The time limit for commencing the appeal of the underlying governmental action and SEPA issues, and the statute or ordinance establishing the time limit; and

(c) where the appeal may be filed.

(2) Written notice shall be provided to the applicant, all parties to any administrative appeal, and all persons who have requested notice of decisions concerning the project. Such notice may be appended to the permit, the decision documents, the SEPA compliance documents, or may be printed separately.

M. Deadlines for Judicial Appeals. The time limitations and procedures for judicial appeals of decisions in this section shall be as set forth in WAC 197-11-680(4), RCW 43.21C.075 and GHMC Section 19.06.006. ~~Title 19.~~ Only a party to the proceeding appealed from may appeal the decisions set forth above.

Section 2. As required by RCW 36.70A.106(2), a copy of this Ordinance will be sent to the Washington Department of Trade and Community Development within 10 days after final adoption.

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

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

PASSED by the Gig Harbor City Council and the Mayor of the City of Gig Harbor this ___ day of June, 2001.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

By: _____
CAROL A. MORRIS, CITY ATTORNEY

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: 6/7/01
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

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

On _____, 2001 the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the summary of text of which is as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE, ZONING AND ENVIRONMENTAL PROTECTION, AMENDING THE ADMINISTRATIVE APPEAL PROCEDURE FOR APPEALS OF CERTAIN DETERMINATIONS MADE BY THE CITY UNDER THE STATE ENVIRONMENTAL POLICY ACT ON ACTIONS AND PROJECT PERMIT APPLICATIONS, AMENDING SECTION 18.04.230 OF THE GIG HARBOR MUNICIPAL CODE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR:

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

APPROVED by the City Council at their regular meeting of _____2001.

Molly M. Towslee, City Clerk



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
DIRECTOR, PLANNING & BUILDING SERVICES
SUBJECT: LAND USE HEARING EXAMINER PROPOSALS – TEMPORARY
HEARING EXAMINER SERVICES
DATE: MAY 29, 2001

BACKGROUND

As directed by Council, staff prepared and released a request for proposals (RFP) for Land Use Hearing Examiner services for the City. The RFP was released on February 23rd and proposals were due by March 23rd. During this period, the RFP was advertised in the Peninsula Gateway, the Tacoma News Tribune, the Seattle Times, the Daily Journal of Commerce and posted on the City website.

In response to this RFP, Mr. Stephen K. Causseaux, Jr. and Mr. Robert R. Gillanders submitted proposals for consideration. Mr. Causseaux has quite an extensive background serving as Hearing Examiner for local jurisdictions in Washington State. Mr. Gillanders has legal experience in serving as General Counsel for a property developer but does not appear to have experience as a Hearing Examiner.

Currently, Mr. Causseaux has issued a decision while serving as the Pierce County Hearing Examiner, which is now the subject of a lawsuit to which the City is a party. In light of this fact, the City Attorney has advised against entering into a contract with Mr. Causseaux.

The contract with the City's current Hearing Examiner, Mr. Ron McConnell expires on June 30, 2001. Staff, acting on a recommendation from the City Attorney, has contacted Mr. Mike Kenyon who has indicated a willingness to serve as temporary Land Use Hearing Examiner. Attached to this memorandum is a contract with Mr. Kenyon for the temporary services as the City's Land Use Hearing Examiner at an hourly rate of \$155.00 through December 31, 2001 or until such a time as these services are no longer needed.

RECOMMENDATION

Planning and Building Services staff recommends that the Council approve the contract with Mr. Mike Kenyon as the City's temporary Land Use Hearing Examiner and further authorize staff to re-advertise the request for proposals (RFP) for Land Use Hearing Examiner services.

LAND USE HEARING EXAMINER

EMPLOYMENT AGREEMENT

THE PARTIES

The parties to this Agreement are Michael R. Kenyon, of Kenyon Dornay Marshall, P.S., 11 Front Street, Issaquah, WA 98027, hereinafter referred to as "Hearing Examiner," and the City of Gig Harbor, Washington, hereinafter referred to as the "City."

PURPOSE

The purpose of this agreement is to set forth the terms of the agreement between the parties whereby the City appoints a Land Use Hearing Examiner and the Hearing Examiner agrees to perform the Hearing Examiner duties as provided by state statute and city ordinance. The City desires to contract with an attorney for the position of Hearing Examiner, and the Hearing Examiner warrants that he is an attorney, licensed by the State of Washington, and a member in good standing of the Washington State Bar.

AGREEMENT

The parties hereto agree as follows:

- A. Performance of Duties. The Hearing Examiner shall at all times faithfully, and to the best of his/her ability and experience, perform all of the duties that are required of him/her pursuant to the expressed and implicit terms of this agreement and pursuant to the rules of professional ethics. The provisions of chapter 17.10 of the Gig Harbor Municipal Code and RCW 35A.63.170 are incorporated into the agreement as fully as if set forth therein.
- B. Compensation. The City shall compensate the Hearing Examiner for handling all hearings and administrative duties related thereto for the City of Gig Harbor as follows:
 1. The Examiner shall provide services to the City at an hour rate of one hundred fifty-five dollars (\$155.00) for his performance of the duties described herein.
 2. The City shall reimburse the Examiner for his travel to and from Gig Harbor and the Examiner's regular place of employment at thirty-four and one-half cents per mile (\$0.345). The City shall also reimburse the Examiner for his costs involved in photocopying, mailing and telephone expenses incurred in the performance of his duties as Examiner.

3. The Hearing Examiner shall submit monthly payment invoices to the City after such services have been performed. The City shall pay the full amount of the invoice within thirty (30) days of the receipt, unless there is a dispute. In the event of a dispute, the City shall pay the amount not in dispute, and the parties shall resolve the matter pursuant to Section I herein.

- C. Liability Insurance. The City shall provide and maintain public officials liability insurance covering the Hearing Examiner for the discharge of his official duties at limits consistent with levels of coverage maintained for other city public officials and employees.
- D. Hearing Examiner Pro Tem. In the event of a conflict or disqualification, or when in the discretion of the Hearing Examiner the use of a Hearing Examiner Pro Tem is required, the Hearing Examiner may assign cases to a Hearing Examiner Pro Tem. At least two weeks in advance of any hearing in which the Hearing Examiner Pro Tem is required, the Hearing Examiner shall propose candidates for the position of Hearing Examiner Pro Tem to the Mayor and Planning Director with a brief explanation of the need for the use of the Hearing Examiner Pro Tem, who shall be members of good standing of the Washington State Bar Association, and subject to approval by the Mayor. In the case of a scheduling conflict, the Mayor may decide not to approve the use of an Examiner Pro Tem, and request that the hearing be rescheduled to a time that would allow the Hearing Examiner's attendance. Salary of Hearing Examiners Pro Tem shall be paid by the Hearing Examiner when Hearing Examiners Pro Tem are employed for reasons other than a judicial conflict or disqualification of the Hearing Examiner.
- E. Qualifications and Independent Contractor Status.
1. Throughout the term of this Agreement, the Hearing Examiner, and all Hearing Examiners Pro Tem, shall be attorneys licensed by the State of Washington and members in good standing with the Washington State Bar.
 2. The independent contractor status of the Hearing Examiner and Hearing Examiners Pro Tem shall be governed by this Agreement. The Hearing Examiner and Hearing Examiners Pro Tem are independent contractors and shall provide professional services to the City pursuant to this Agreement. Neither the Hearing Examiner nor the Hearing Examiners Pro Tem are employees of the City, and all shall be responsible for paying federal income tax and other taxes, fees, or other charges imposed by law upon independent contractors from the compensation paid to them by the City. Neither the Hearing Examiner nor the Hearing Examiners Pro Tem shall be entitled to any benefits provided to City employees and shall specifically not be entitled to sick leave, vacation, unemployment insurance, worker's compensation, overtime, compensatory time or any other benefit not specifically addressed and provided for in this agreement. The Hearing Examiner and Hearing Examiners Pro Tem shall be solely and entirely responsible for their acts during the performance of this Agreement. The Hearing Examiner and Hearing

Examiners Pro Tem shall be subject to the rules of conduct of the relevant personnel policies of the City and the Code of Professional Conduct.

In addition, it is recognized that the Hearing Examiner and Hearing Examiners Pro Tem will provide work and services for other clients in their independent law practices. The Hearing Examiner and Hearing Examiners Pro Tem agree not to perform such services for other clients where a conflict of interest or ethical violation as defined in the rules of Professional Conduct for attorneys may exist.

- F. Indemnification. The Hearing Examiner is a public official of the City of Gig Harbor. The Hearing Examiner agrees to indemnify, defend and hold the City harmless for any and all claims or liabilities of any nature for any acts of the Hearing Examiner, intentional or otherwise, that are outside of the scope of his official duties as described herein.
- G. Term. This agreement shall commence on July 1, 2001 and terminate on December 31, 2001, unless earlier terminated as provided in this section and section H. This agreement may be terminated by the City or the Hearing Examiner with or without cause by providing a thirty (30) day written notice of termination to the other party.
- H. Nonexclusive Contract. This shall be a nonexclusive contract. The City reserves the right to appoint additional Hearing Examiners, to contract for additional hearing examiner services in the future, or to terminate this agreement. Nothing herein shall be interpreted to prohibit such future appointments. Nothing in this Agreement shall guarantee renewal of this Agreement, its level of payment, nor the level of cases forwarded to the Hearing Examiner in the future, regardless of whether the Hearing Examiner shall be within the terms of his appointment. In the event of such future appointments, the City reserves the right to renegotiate any and all provisions of this Agreement for future contract terms.
- I. 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 provision's true intent or meaning. If any dispute arises between the City and the Hearing Examiner, which cannot be resolved by the City's determination in a reasonable period of time, or if the Hearing Examiner 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, in Pierce County, Washington. The prevailing party shall be reimbursed by the other party for its costs, expenses and reasonable attorneys fees incurred in any litigation arising out of the enforcement of this Agreement.
- J. Integration. The written provisions and terms of this Agreement shall supersede all prior verbal statements of any officer or representative of the City, or any prior agreements between the parties and such statement or prior agreements shall not be effective or be construed as entering into, forming a part of, or altering this Agreement in any way. The entire agreement between the parties is contained in this Agreement document.

- K. Severability. In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the remaining provisions shall remain in full force and effect.
- L. Notice. Notice given pursuant to this Agreement shall be given in writing to the parties as follows:

Hearing Examiner: Michael R. Kenyon
Kenyon Dornay Marshall, P.S.
11 Front Street South
Issaquah, WA 98027
(425) 392-

City: John P. Vodopich, AICP
Director, Department of Planning & Building Services
City of Gig Harbor
3125 Judson Street
Gig Harbor, WA 98335
(253) 851-4278

- M. Waiver and Modification. No waiver or modification of this agreement shall be valid unless in writing and duly executed by both parties. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed to be a waiver or relinquishment of said Agreement provision, and the same shall remain in full force and effect.

DATED this _____ day of _____, 2001

CITY OF GIG HARBOR

Gretchen A. Wilbert, Mayor

Michael R. Kenyon,
Land Use Hearing Examiner

ATTEST:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR
SUBJECT: VALUE ESTIMATE - CITY HALL AND BOGUE BUILDING
DATE: JUNE 5, 2001

VALUE ESTIMATE

The values of the Thurston Building (City Hall) and the Bogue Building (Planning and Building Department) are about \$1.265 million and \$303,000 respectively.

The **Thurston Building** located at 3105 Judson Street is rated good to very good related to location, condition, quality and appeal. Pedestrian and auto traffic patterns are one hundred percent. The City Hall has been remodeled and is well maintained. A cost to replace the structure factor has been selected from the area competitive sales market. To this calculated amount has been added a value for land and landscaping features.

9,615 sq. ft. bldg x factor: \$105 per sq. ft. = \$1,009,575; plus land value, \$255,000, for a total value of \$1,264,575.

The **Bogue Building** located at 3125 Judson Street is rated average to good related to location, condition, quality and appeal. The Planning and Building Department interior and exterior components have been upgraded. A cost to replace factor has been selected from data records in the competitive sales market and applied to this property.

1800 sq. ft. bldg. x factor: \$96.00 per sq. ft. = \$172,800; plus land value, \$130,000, for a total value of: \$302,800.

RECOMMENDATION

The City Administrator and Finance Director recommend that the proceeds from the sale of these two buildings be placed in the General Fund in a reserve account. To the extent that these funds are carefully managed over time, this reserve account will eventually retire a significant portion of the debt on the 25-year bond on the Civic Center after 10 years of bond payments.



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: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: DECLARATION OF SURPLUS PROPERTY
DATE: JUNE 1, 2001

DES

INTRODUCTION/BACKGROUND

The 2001 budget anticipated replacement of equipment, tools and computer hardware. In the process of reviewing current equipment inventories, several additional items have been determined to be obsolete or surplus to the City's present or future needs. The vehicles and other items of City property proposed for declaration as surplus are set forth in the attached resolution.

FISCAL CONSIDERATIONS

Monies received for the surplus items will be used to offset the costs for new vehicles and equipment.

RECOMMENDATION

Staff recommends that Council move and approve the attached resolution declaring the specified equipment surplus and eligible for sale.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF GIG HARBOR
DECLARING CITY EQUIPMENT SURPLUS AND ELIGIBLE
FOR SALE.**

WHEREAS, the Gig Harbor City Council has determined that city-owned equipment is surplus to the City's equipment needs and has been or is in need of being replaced with new equipment; and

WHEREAS, the City may declare such equipment surplus and eligible for sale;

NOW, THEREFORE, the City Council of the City of Gig Harbor hereby resolves as follows.

To declare as surplus:

	EQUIPMENT	SERIAL / ID NUMBER	MODEL INFO.
1	1993 Ford Police car	2FACP71W9PX147875	Crown Victoria
2	Memco Crane	s/n 1515 (no City ID)	Model #24T HD
3	1987 John Deere Grooming mower	AM 104172 (City ID #00133)	Model #272
4	Hamilton lighted drafting table	28J854 (no City ID)	2780
5	L&A Pressure washer	7703-669 (City ID #00048)	Model #7203
6	4 pallets of 4 x 4 posts		
7	1971 home-built trailer \$0 value	#1033 serial #WN71270441 (City ID #00075)	
8	1959 Ford Flatbed	F60C9R35518 (City ID #00079)	F-600 model #D27973
9	1985 International 5-yard Dump Truck	1HTLDTVN1FHA63003 (City ID #00185)	Model #25822D
10	Caribe RIB 155 Boat	T15LG-T5003E393	
11	1996 EZ-Loader boat trailer	VIN #1ZE1RAS12TAP35368	License #14959D
12	Yamaha F50TLRT 50hp outboard engine	62YL400394	
13	1998 Ford police car	VIN #2FAFP71W2WX125650	Crown Victoria License #25823D
14	Echo Chainsaw	(City ID #00164)	Model 280E
15	(2) Homelite String Trimmers	(City ID #00244, 00245)	

COMPUTERS PERIPHERALS:		AGE	SERIAL/ID NUMBER	MODEL INFO.
ITEM #	ITEM DESCRIPTION			
16	Brother Printer	10 yrs.	M97108667	M-1924L
17	P5120 Gateway PC	6 yrs.	4256552	Baby - AT
18	Extend Systems Novell	6 yrs.	1591602	ESI-4108
19	PD4-33 Gateway 2000	6 yrs.	2249093	Baby - AT
20	HP Laserjet 4	9 yrs.	1789030	Laserjet 4
21	Monitor	6 yrs.	7010553	CPD-15713 (broken)
22	Receipt Printer	10 yrs.	AS80001520	Epson TM-h5000IIP
23	Tape Exabyte Drive	6 yrs.	15003285	Exabyte
24	2 power cords	6 yrs.	N/A	N/A
25	4 mice	6 yrs.	N/A	Not working
26	8 keyboards Gateway 2000	6-8 yrs.	N/A	N/A
27	Gateway 700 - 069cs monitor	3 yrs.	7000751	broken
28	SYQUEST - SyJet 1SE	3 yrs.	002200234166	faulty
29	Gateway Vivitron	6 yrs.	8206220	CPD-15F13
30	Gateway 2000	7 yrs.	TB1834053208	CS1024N12
31	Gateway 2000	7 yrs.	2128171	BABY AT 386
32	Gateway 700-3069CS	3 yrs.	17004A239291	broken
33	Gateway 2000	7 yrs.	2249094	No CD Rom or floppy disk

PASSED ON THIS _____ day of June, 2001.

APPROVED:

 MAYOR GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

 MOLLY M. TOWSLEE, CITY CLERK

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



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: GIG HARBOR CIVIC CENTER
- CONSTRUCTION BID AWARD
DATE: JUNE 6, 2001

DRS

INTRODUCTION/BACKGROUND

An objective in the City's 2001 budget is the construction of the new Gig Harbor Civic Center that will be constructed on the old Henderson Alternative School site along Grandview Street.

In response to an advertisement for bids, on May 31, 2001 nine bid proposals were received as summarized below:

		Base Bid	Add Alt. A-2c, E-2, E-3	Total
1	PORTER BROTHERS CONSTRUCTION, INC.	\$6,069,000.00	\$138,000	\$6,207,000
2	STEEL-CORP.	\$6,200,000.00	\$142,715	\$6,342,715
3	BODENHAMER, INC.	\$6,424,900.00	\$140,500	\$6,565,400
4	CONSTRUCTION ENTERPRISES & CONTRACTORS, INC.	\$6,451,100.00	\$149,000	\$6,600,100
5	LEO FINNEGAN CONSTRUCTION COMPANY, INC.	\$6,464,365.00	\$141,991	\$6,606,356
6	G.C. FINN CONSTRUCTION COMPANY	\$6,495,000.00	\$156,000	\$6,651,000
7	NEELEY CONSTRUCTION & CABINET COMPANY	\$6,531,000.00	\$160,500	\$6,691,500
8*	LUGO CONSTRUCTION	\$6,135,000.00	\$157,748	\$6,292,748
9	SIERRA CONSTRUCTION COMPANY, INC.	\$6,768,000.00	\$139,700	\$6,907,700

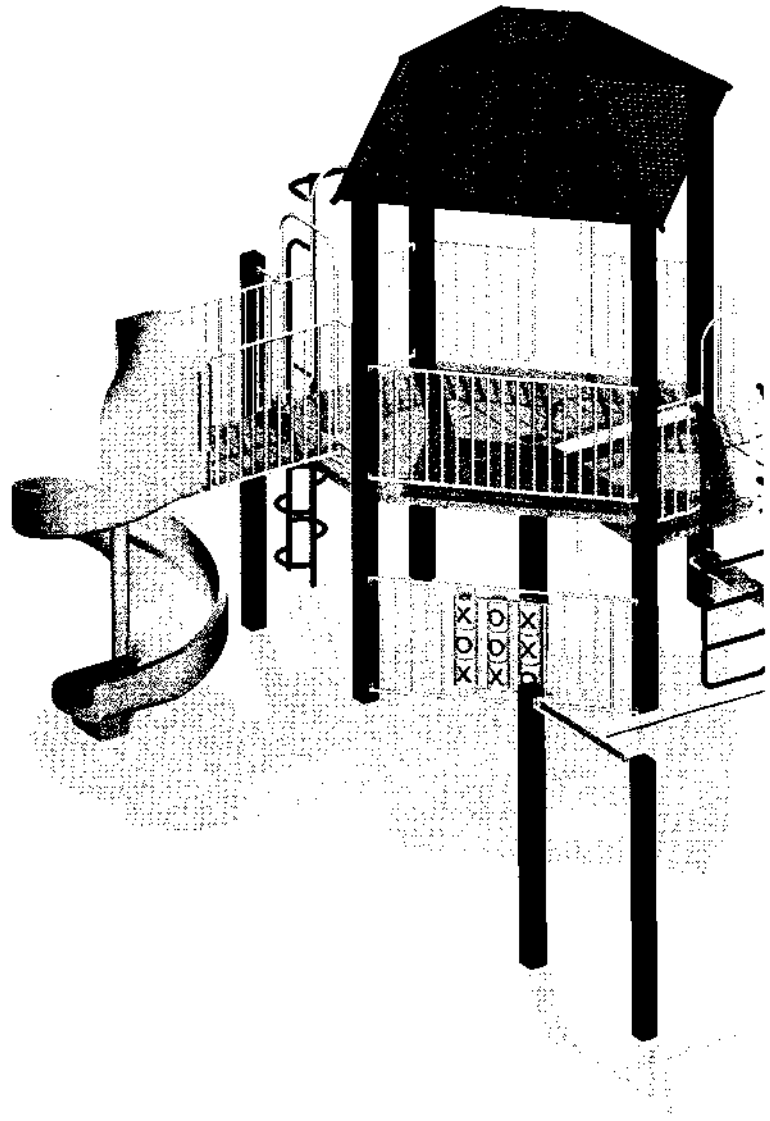
*Due to an error in the submitted bid proposal, Lugo Construction was removed from the qualified bidders.

The Additive Alternates recommended for inclusion in the contract together with the base bid are for Shaw Carpet, Horizontal Fiber Optic Cabling, and Additional Audio/Visual Equipment.

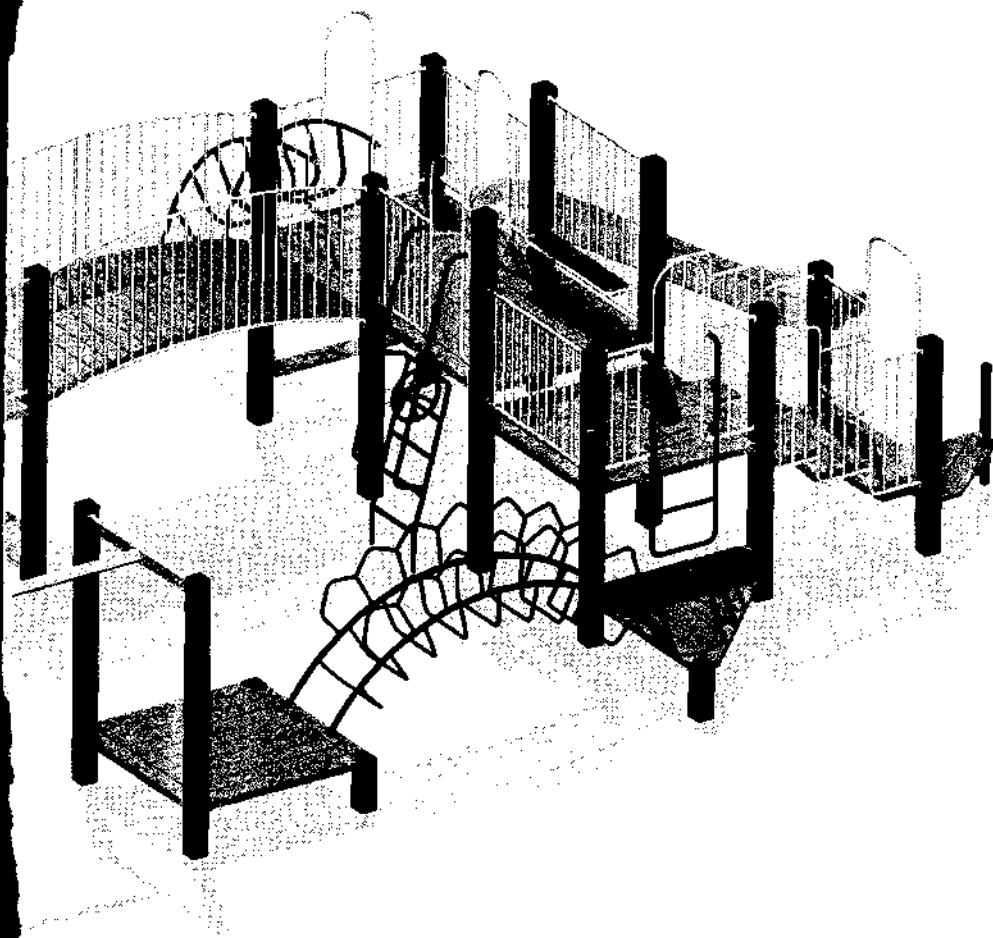
The lowest base bid plus the additive alternates was received from Porter Brothers Construction, Inc., in the amount of six million two hundred seven thousand dollars and no cents (\$6,207,000.00) not including state sales tax.

ISSUES/FISCAL IMPACT

The cost of this construction project is \$6,207,000, which is within the budgeted amount for the current bonded amount, and no increase in the bond is requested. The total Civic Center project is estimated to be \$8,282,367, which includes a public art allowance, furniture and equipment, A/E fees, and contingencies. To date the City has paid \$476,000.00 of project costs with a balance to be incurred of \$7,806,367.00. The current bond amount is \$7,830,000.00.



**COLORS:POSTS-EVERGREEN
WALLS-ALMOND
CLIMBERS-EVERGREEN**



PARK

38-2285